

Gabriel Pillai  
Advocate, Supreme Court of India  
Barrister & Solicitor  
High Courts of Australia & New Zealand

Chamber No.9, 4<sup>th</sup> Floor, Karim Chambers  
Ambalal Doshi Road, Fort, Mumbai - 400 023, India.  
Tel.: 2266 1341 Fax: 2262 1367  
Email: gabriel\_pillai@vsnl.com  
gabrielpillai@hotmail.com  
Cell # 98210 15332

## TO WHOMSOEVER IT MAY CONCERN

### ( TITLE CERTIFICATE )

Re: All that piece and parcel of land bearing City Survey No. 555 (pt), admeasuring approximately 16,111.01 square meters or thereabouts situate, lying and being at T ward, Nahurgaon, Mulund (West), in the Registration Sub-district of Bandra, Bombay Suburban District, bounded as follows:

On or towards the North : Existing nalla;  
On or towards the South : CTS No. 651 to 658 & CTS No. 667;  
On pr towards the West : 18.30 m. wide road; and  
On or towards the East : CTS No. 555 (pt).

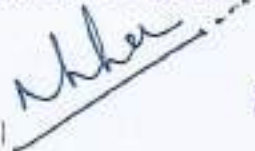
On perusal of copies of the documents in respect of above referred property, it is observed that :



1

| CANBERRA | SYDNEY |  
Gateway Legal Service  
Suite 17, Level 4, 28, University  
Avenue, Canberra City, ACT 2600,  
AUSTRALIA  
Tel.: 61 2-6296 2955 | Fax: 61 2-6296 3811  
Mobile: 04-14796047

**For R. R. D. HEIGHTS AND BUILDERS PVT. LTD**



**Director**

## I. Title Flow

1. It appears that the Mumbai Housing and Area Development Board, Mumbai, ("MHADA") is the Owner of or otherwise well and sufficiently entitled to the plot of land bearing City Survey No. 555 (pt), admeasuring approximately 16111.01 square meters or thereabouts situate, lying and being at Nahurgaon, Mulund (West), in the Registration Sub-district of Bandra, Bombay Suburban District ("MCGM"), more particularly described in the First Schedule hereunder written and hereinafter referred to as "**the said Property**".
2. We understand that structures were standing on the said Property ("**the said Structures**"), which were occupied by different slum dwellers ("the said Occupants").
3. The said Occupants have formed societies by the name of (1) Mulund Gavanipada Gayatri Co-operative Housing Society ("**Gayatri Society**"), (2) Mulund Gavanipada Isha-Chhaya Co-operative Housing Society ("**Isha-Chhaya Society**"), and (3) Mulund Gavanipada Sri krupa Co-operative Housing Society ("**Sri krupa Society**"), hereinafter together referred to as "**the said Societies**".
4. We have been informed that all the said Occupants of the said Structures have become members of the said Societies ("**the said Society Members**").
5. By and under an Agreement of Lease for Slum Upgradation Scheme dated April, 1992, made by and between MHADA and Gayatri Society, a part of the said Property admeasuring approximately 5525 square meters was leased by MHADA, to Gayatri Society, for a period of 30 years commencing from the execution of the Agreement of Lease, and on the terms and conditions more particularly set out therein.



# Pillai & Co.

Advocates, Solicitors & Notary

Gabriel Pillai  
Advocate, Supreme Court of India  
Barrister & Solicitor  
High Courts of Australia & New Zealand

Chamber No.9, 4<sup>th</sup> Floor, Karim Chambers  
Ambalal Doshi Road, Fort, Mumbai - 400 023, India.  
Tel.: 2266 1341 Fax: 2262 1367  
Email: gabriel\_pillai@vsnl.com  
gabrielpillai@hotmail.com  
Cell # 98210 15332

6. By and under an Agreement of Lease for Slum Upgradation Scheme dated 21<sup>st</sup> April, 1992, made by and between MHADA and Sri Kripa Society, a part of the said Property admeasuring approximately 5525 square meters was leased by MHADA, to Sri Kripa Society, for a period of 30 years commencing from the execution of the Agreement of Lease, and on the terms and conditions more particularly set out therein.
7. By and under an Agreement of Lease for Slum Upgradation Scheme dated 21<sup>st</sup> August, 1992, made by and between MHADA and Isha-Chhaya Society, a part of the said Property admeasuring approximately 4517 square meters was leased by MHADA, to Isha-Chhaya Society, for a period of 30 years commencing from the execution of the Agreement of Lease, and on the terms and conditions more particularly set out therein.
8. By and under the Minutes of a General meeting of Isha-Chhaya Society held on 22<sup>nd</sup> November, 2009, It was decided by Isha-Chhaya Society to cancel the appointment of Mr. Dharmesh Jain - Builders and Developers Nirmal Lifestyle Properties Limited made for the purpose of implementation of a Slum Rehabilitation scheme upon the said Property, and to appoint the Developer as the developer for the same.
9. By and under an unregistered Development Agreements dated 28<sup>th</sup> January, 2010, executed between Isha-Chhaya Society and RRD Heights and Builders Private Limited, a Limited Company having its registered office address at [1<sup>st</sup> Floor, Gavanipada, Near Moksha Mahal, P.K. Road, Mulund (West), Mumbai-400080], earlier known as M.s R.R. Developers ("the Developer"), the Developer agreed to construct the said Building entirely at its cost and expenses and to provide the same to members of Isha-Chhaya Society on "ownership basis", wherein each such premise provided to the members of Isha-Chhaya Society shall admeasure not less



3

| CANBERRA | SYDNEY |  
Gateway Legal Service  
Suite 17, Level 4, 28, University  
Avenue, Canberra City, ACT 2600,  
AUSTRALIA  
Tel: 61 2-6296 2955 | Fax: 61 2-6296 3811

than 269 square feet carpet area and Isha-Chhaya Society Irrevocably appointed the Developer for the same, upon the conditions provided therein.

10. By and under an Irrevocable General Power of Attorney dated 27<sup>th</sup> January, 2010 executed by the Managing Committee of Isha-Chhaya Society in favour of the nominees of the Developer (i.e. (1) Mr. Ravindra S. Pathak, (2) Mr. Mehul H. Gosar, and (3) Mr. Raj G. Karia,) the said Managing Committee has granted the nominees of the Developer the right to do and carry out all such acts, deeds, matters and things for and on their behalf as more particularly provided therein.
11. By and under the Minutes of a General meeting of Gayatri Society held on 22<sup>nd</sup> November, 2009, it was decided by Gayatri Society to cancel the appointment of Mr. Dharmesh Jain Builders and Developers Nirmal Lifestyle Properties Limited made for the purpose of implementation of a Slum Rehabilitation scheme upon the said Property, and to appoint the above referred Developer as the developer for the same.
12. By and under an unregistered Development Agreements dated 28<sup>th</sup> January 2010, executed between Gayatri Society and the Developer, the Developer agreed to construct the said Building entirely at its cost and expenses and to provide the same to members of Gayatri Society on "ownership basis", wherein each such premise provided to the members of Gayatri Society shall admeasure not less than 269 square feet carpet area and Gayatri Society irrevocably appointed the Developer for the same, upon the conditions provided therein.
13. By and under an irrevocable General Power of Attorney dated 28<sup>th</sup> January, 2010 executed by the Managing Committee of Gayatri Society in favour of the nominees of the Developer (i.e. (1) Mr. Ravindra S. Pathak, (2) Mr. Mehul H. Gosar, and (3) Mr. Raj J. Karia), the said Managing Committee has granted the nominees of the



Gabriel Pillai  
Advocate, Supreme Court of India  
Barrister & Solicitor  
High Courts of Australia & New Zealand

Chamber No.9, 4<sup>th</sup> Floor, Karim Chambers  
Ambalal Doshi Road, Fort, Mumbai - 400 023, India.  
Tel.: 2266 1341 Fax: 2262 1367  
Email: gabriel\_pillai@vsnl.com  
gabrielpillai@hotmail.com  
Cell # 98210 15332

Developer the right to do and carry out all such acts, deeds, matters and things for and on their behalf, as more particularly provided therein.

14. By and under the Minutes of a General meeting of Sri Kripa Society held on 22<sup>nd</sup> November, 2009, it was decided by Sri Kripa Society to cancel the appointment of Mr. Dharmesh Jain Builders and Developers Nirmal Lifestyle Properties Limited made for the purpose of implementation of a Slum Rehabilitation scheme upon the said Property, and to appoint the Developer as the developer for the same.
15. By and under an unregistered Development Agreements dated 28<sup>th</sup> January, 2010, executed between Sri Kripa Society and the Developer, the Developer agreed to construct the said Building entirely at its cost and expenses and to provide the same to members of Sri Kripa Society on "ownership basis", wherein each such premise provided to the members of Sri Kripa Society shall admeasure not less than 269 square feet carpet area and Sri Kripa Society irrevocably appointed the Developer for the same, upon the conditions provided therein.
16. By and under an irrevocable General Power of Attorney dated 27<sup>th</sup> January, 2010 executed by the Managing Committee of Sri Kripa Society in favour of the nominees of the Developer (i.e. (1) Mr. Ravindra S. Pathak, (2) Mr. Mehul H. Gosar, and (3) Mr. Raj G. Karia), the said Managing Committee has granted the nominees of the Developer the right to do and carry out all such acts, deeds, matters and things for and on their behalf, as more particularly provided therein.
17. Subsequently, all the said Society Members have individually entered into Agreements for Free Tenements in the said Building, under the Slum Rehabilitation Scheme with the Developer and the said Societies.

18. Vide a letter dated 10<sup>th</sup> December, 2007, MHADA conveyed to SRA that MHADA had forwarded to SRA the scheme of rehabilitation of slum situated on the said Property, along with Annexure II for the same, along with plans and other requisite documents and requested SRA to issue a LOI for the said Property.
19. By and under the Letter of Intent ("LOI") issued by SRA in favour of (1) DOT Architects, (2) the Developer, (3) Gayatri Society, (4) Isha-Chhaya Society, and (5) Shrikrupa Society, dated 8<sup>th</sup> June, 2010, bearing Reference No. SRA/ENG/2320/T/MHL/LOI, SRA approved the FSI of 3.39, in accordance with the provisions of Appendix-VI of Regulation 33 (10) of amended D.C. Regulations, 1991, out of which maximum FST of 3.00 shall be consumed on the plot for the proposed slum rehabilitation scheme on the said Property, subject to the terms and conditions provided therein.
20. It may further be noted that the partners of the Developer converted the partnership firm into a limited company under the Companies Act, 1956, and vide a Certificate of Incorporation dated 15<sup>th</sup> April, 2014, M/s. R.R. Developers was converted into a limited company by the name "RRD Heights and Builders Private Limited" and upon registration, all the property, moveable and immoveable (including actionable claims, permits, trade-marks and licenses) that belong to or vest in M/s. R.R. Developer on the date of registration passed to and vested in M/s. RRD Heights and Builders Private Limited.



Gabriel Pillai  
Advocate, Supreme Court of India  
Barrister & Solicitor  
High Courts of Australia & New Zealand

Chamber No.9, 4<sup>th</sup> Floor, Karim Chambers  
Ambafal Doshi Road, Fort, Mumbai - 400 023, India.  
Tel.: 2266 1341 Fax: 2262 1367  
Email: gabriel\_pillai@vsnl.com  
gabrielpillai@hotmail.com  
Cell # 98210 15332

## II. Building Approvals

### A. Intimation of Approval (IOA)/ Intimation of Disapproval (IOD)/ Commencement Certificate (CC):

#### 1. Sale Building:

By and under the IOA issued by SRA in favour of the Developer, dated 17<sup>th</sup> July, 2012, bearing Reference No. SRA/ENG/2595/T/MHL/AP, SRA approved the proposal of construction of the Sale Building under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, as amended up-to date, subject to the terms and conditions therein. By and under a Commencement Certificate dated 21<sup>st</sup> June, 2013, bearing the No. SRA/ENG/2595/T/MHL/AP, issued by SRA in favour of the Developer, commencement of construction with respect to building to be constructed upon the said Property, upto the plinth level of the Sale Building was approved, subject to the terms and conditions provided therein

#### 2. Rehab Building No. 1:

- (a) By and under the IOA issued by SPA in favour of the Developer, dated 28<sup>th</sup> October, 2010, bearing Reference No. SRA/ENG/2440/T/MHL/AP, SRA approved the proposal of construction of the Rehab Building No.1 under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, as amended up-to date, subject to the terms and conditions therein.
- (b) By and under a Commencement Certificate dated 23<sup>rd</sup> September, 2011, bearing the No. SRA/ENG/2440/T/MHL/AP, issued by SRA in favour of the Developer, commencement of construction with respect to building to be constructed upon the said Property, upto the plinth level of the Rehab

Building No.1 was approved, subject to the terms and conditions provided therein.

- (c) By an endorsement dated 10<sup>th</sup> May, 2012, bearing reference no. No. SRA/ENG/2440/T/MHL/AP, the CC. was further extended upto full height i.e upto the top of the 17 Floor, including overhead water tank, Lift Machine for Rehab Building No. 1, as per the approved plans dated 28 October, 2010.

**3. Rehab Building No. 2:**

- (a) By and under the IOA issued by SPA in favour of the Developer, dated 28<sup>th</sup> October, 2010, bearing Reference No, SRAIENG/2441/T/MI-IL/AP, SPA approved the proposal of construction of the Rehab Building No.2 under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, as amended up-to date, subject to the terms and conditions therein.
- (b) By and under a Commencement Certificate dated 23<sup>rd</sup> September, 2011, bearing the No. SRA/ENG/2441/T/MHL/AP, issued by SRA in favour of the Developer, commencement of construction with respect to building to be constructed upon the said Property, upto the plinth level of the Rehab Building No.2 was approved, subject to the terms and conditions provided therein.
- (c) By an endorsement dated 21<sup>st</sup> December, 2012, bearing reference no. No. SRA/ENG/2441/T/MHL/AP, the C.C. was further extended upto full height i.e upto the top of the 17 Floor, including overhead water tank, Lift Machine for Rehab Building No.2, as per the approved plans dated 28<sup>th</sup> October, 2010.





Gabriel Pillai  
Advocate, Supreme Court of India  
Barrister & Solicitor  
High Courts of Australia & New Zealand

Chamber No.9, 4<sup>th</sup> Floor, Karim Chambers  
Ambalal Doshi Road, Fort, Mumbai - 400 023, India.  
Tel.: 2266 1341 Fax: 2262 1367  
Email: gabriel\_pillai@vsnl.com  
gabrielpillai@hotmail.com  
Cell # 98210 15332

#### 4. Rehab Building No. 3:

- (a) By and under the IOA issued by SRA in favour of the Developer, dated 28<sup>th</sup> October, 2010, bearing Reference No. SRAIBNG/2442/T/MHL/AP, SRA approved the proposal of construction of the Rehab Building No.3 under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, as amended up-to date, subject to the terms and conditions therein.
- (b) By and under a Commencement Certificate dated 5<sup>th</sup> June, 2012, bearing the No. SRA/ENG/2442/T/MEIL/AP, issued by SRA in favour of the Developer, commencement of construction with respect to building to be constructed upon the said Property, upto the plinth level of the Rehab Building No.3 was approved, subject to the terms and conditions provided therein.

#### 5. Rehab Building No. 4:

- (a) By and under the IOA issued by SRA in favour of, the Developer, dated 28<sup>th</sup> October, 2010, bearing Reference No. SRA/ENG/2443/T/MHL/AP, SRA approved the proposal of construction of the Rehab Building No.4 under Section 45 of the Maharashtra Regional and Town Planning Act, 1.966, as amended up-to date, subject to the terms and conditions therein.
- (b) By and under a Commencement Certificate dated 11<sup>th</sup> June, 2012, bearing the No. SRA/ENG/2443/T/MHL/AP, issued by SRA in favour of the Developer, commencement of construction with respect to building to be constructed upon the said Property, upto the plinth level of the Rehab Building No.4 was approved, subject to the terms and conditions provided therein.



**6. Rehab Building No. 5:**

- (a) By and under the IOA issued by SRA in favour of the Developer, dated 28<sup>th</sup> October, 2010, bearing Reference No. SRA/ENG/2444/T/MHL/AP, SRA approved the proposal of construction of the Rehab Building No.5 under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, as amended up-to date, subject to the terms and conditions therein.
- (b) By and under a Commencement Certificate dated 5<sup>th</sup> June, 2012, bearing the No. SRA/ENG/2444/T/MHL/AP, issued by SRA in favour of the Developer, commencement of construction with respect to building to be constructed upon the said Property, upto the plinth level of the Rehab Building No.5 was approved, subject to the terms and conditions provided therein.
- (c) By an endorsement dated 27<sup>th</sup> May, 2013, bearing reference no. No. SRA/ENG/2444/T/MHL/AP, the C.C. was further extended upto full height i.e upto the top of the 16<sup>th</sup> Floor, including overhead water tank, Lift Machine for Rehab Building No.5, as per the approved plans dated 28<sup>th</sup> October, 2010.

**7. Rehab Building No. 6:**

- (a) By and under the Intimation of Approval ("IOA") issued by the Slum Rehabilitation Authority ("SRA") in favour of the Developer, dated 3<sup>rd</sup> March, 2012, bearing Reference No. SRA/ENG/2445/T/MHL/AP, SRA approved the proposal of construction of the Rehab Building No.6 under



**Gabriel Pillai**  
Advocate, Supreme Court of India  
Barrister & Solicitor  
High Courts of Australia & New Zealand

Chamber No.9, 4<sup>th</sup> Floor, Karim Chambers  
Ambalal Doshi Road, Fort, Mumbai - 400 023, India.  
Tel.: 2266 1341 Fax: 2262 1367  
Email: gabriel\_pillai@vsnl.com  
gabrielpillai@hotmail.com  
Cell # 98210 15332

Section 45 of the Maharashtra Regional and Town Planning Act, 1966, as amended up-to date, subject to the terms and conditions therein.

- (b) By and under a Commencement Certificate dated 21<sup>st</sup> April, 2012, bearing the No. SRA/ENG/2445/T/MHL/AP, issued by SRA in favour of the Developer, commencement of construction with respect to building to be constructed upon the said Property, upto the plinth level to Rehab Building No.6 as per approved plan dated 3<sup>rd</sup> March subject to the terms and conditions provided therein.
- (c) By an endorsement dated 5<sup>th</sup> June, 2012, bearing reference no. No. SRA/ENG/2445/T/MHL/AP, the CC. was further extended upto full height i.e upto the top of the 17<sup>th</sup> Floor, including overhead water tank, Lift Machine for Rehab Building No.6, as per the approved plans dated 3<sup>rd</sup> March, 2012.

### III Properly Register Card

The Property Register Card in relation to the property comprised in CTS No. 555, inter alia, Provides the following details:

1. The tenure of the property is "G", i.e. Government Land.
2. The total area comprised in CS No. 555 is 45163 square meters.
3. The person shown to be in beneficial ownership of CTS No. 555 is the Municipal Corporation of Greater Mumbai "MCGM"



#### IV. Search Report

I have received a Search Report dated 6<sup>th</sup> April, 2015, taken by our Advocate, Mr. Milind Kolekar at the Office of the Sub-Registrar of Assurances for the period of 1975 up to 6<sup>th</sup> April, 2015, which reflects the following Registered Document :

- i. Affidavit dated 14<sup>th</sup> December, 2010, registered under the serial No. 9320 of 2010, made by Mr. Mehul H Gosar (as partner of M/s. R.R. Developers), to Chief Executive Officer;
- ii. Affidavit dated 16<sup>th</sup> August, 2011, registered under the serial No. 6138 of 2011, made by Mr. Mehul H. Gosar (as partner of MIs. R.R. Developers), to Executive Engineer I, SRA;
- iii. Indemnity Bond dated 30<sup>th</sup> May, 2013, registered under the serial No, 5406 of 2013, made by Mr. Mehul H. Gosar (as partner of M/s. R.R. Developers), to SRO;
- iv. Indemnity Bond dated May, 2014, registered under the serial No. 4654 of 2014, made by Shrikrupa Society to MCGM;
- v. Indemnity Bond dated 20<sup>th</sup> May, 2014, registered under the serial No. 4651 of 2014, made by Mr. Mehul H. Gosar (as partner of M/s. R.R. Developers) to MCGM;
- vi. Affidavit dated 20<sup>th</sup> May, 2014, registered under the serial No. 4653 of 2014, made by Shrikrupa Society to MCGM;
- vii. Indemnity Bond dated 20<sup>th</sup> May, 2014, registered under the serial No. 4650 of 2014, made by Shrikrupa Society to MCGM.



# Pillai & Co.

Advocates, Solicitors & Notary

Gabriel Pillai  
Advocate, Supreme Court of India  
Barrister & Solicitor  
High Courts of Australia & New Zealand

Chamber No.9, 4<sup>th</sup> Floor, Karim Chambers  
Ambalal Doshi Road, Fort, Mumbai - 400 023, India  
Tel.: 2266 1341 Fax: 2262 1367  
Email: gabriel\_pillai@vsnl.com  
gabrielpillai@hotmail.com  
Cell # 98210 15332

## V. Conclusion

In the circumstances, I am of the Opinion that subject to what is stated above, the title of the said property is clear and marketable and the said Developers RRD Heights and Builders Private Limited are entitled in accordance to the LOI and other Building Approvals received and further to be received from the SRA, MCGM and other concerned authorities to carry on redevelopment of the said Property by constructing on the land/s comprised in the said Property, new multistoried building/s with a right to sell / deal with the free sale premises / areas on the said Property-

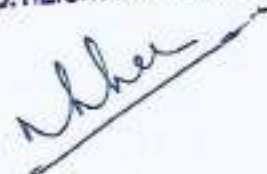
MUMBAI :

DATED : 6<sup>TH</sup> APRIL, 2015

PILLAI & CO.

  
  
GABRIEL PILLAI  
SOLICITOR

For R. R. D. HEIGHTS AND BUILDERS PVT. LTD.



Director