



UNADKAT & Co.
LAW OFFICES

Ref No: UCO/2015-16/TR/S002/10

Date: February 10, 2016

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Dear Sir,

Re: All that piece or parcel of Land bearing Plot No. 1053, corresponding to C.T.S. No. 1026, admeasuring 2000 square yards equivalent to 1672.20 square metres, Village Mulund (W), lying and being at Devi Dayal Road, Mulund (West), Mumbai- 400 080 and more particularly defined in the Schedule hereunder ("**Property**")

I. PRELIMINARY

We have been instructed by our Clients Sanaya Realities Pvt. Ltd ("**Developers**") to submit our Title Certificate on the said Property written and the same is submitted as follows:

II. DOCUMENTS PROVIDED TO US

We have been furnished with photo copies of the following documents and papers for our perusal:

1. Deed of Partial Partition dated April 21, 1966;
2. Agreement for Sale dated March 23, 1972;
3. Deed of Conveyance dated June 28, 1972;
4. Order dated October 31, 1977;
5. Development Agreement dated December 26, 2014
6. Power of Attorney dated December 26, 2014
7. Property Register Card;
8. DP Remarks; and
9. Search Report dated February 2, 2016.



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From the perusal of the aforesaid documents and papers, the flow of title in respect of the captioned Property is deduced as follows:-

III. FLOW OF TITLE

- A. The joint and undivided Hindu family of Harikishandas Tulsiram Aggarwal having co-parcenors, the said Shri Harikishandas Tulsiram Aggarwal and his four sons (1) Kewal Kishan (2) Kamal Kishan (3) Bankey Kishan (4) Yogi Kishan, were seized and or otherwise well and sufficiently entitled to, *inter alia*, the vacant plot of agricultural land bearing Plot No. 1053, corresponding to C.T.S. No. 1026, admeasuring 2000 square yards equivalent to 1672.20 square metres, Village Mulund (W), lying and being at Devi Dayal Road, Mulund (West), Mumbai- 400 080 (hereinafter referred to as the said '**Property**') which is more particularly described in **Schedule I** hereunder written.
- B. By virtue of a Deed of Partial Partition dated April 21, 1966, made by and between Harikishandas Tulsiram Aggarwal, Agyawanti Harikishandas Aggarwal, Kewal Kishan Harikishandas Aggarwal, Kamal Harikishandas Aggarwal, Bankey Kishan Harikishandas Aggarwal and Yogi Kishan Harikishandas Aggarwal various properties owned by them (including the said Property) were divided and partitioned between the parties to the Deed of Partial Partition, and on such partition the said Property came to the exclusive share of Kamal Kishan Harikishandas Aggarwal, the manager and Karta of his joint and undivided Hindu family comprising of himself, his wife Sumanbala, his son Vivek and his daughters Dipika and Sunali. The aforesaid Deed of Partial Partition was registered in the office of the Sub-Registrar of Assurances at Bombay under S. No. 1466/66 of Book No. 1 on September 29, 1967.
- C. Vide an Agreement for Sale dated March 23, 1972, Kamal Kishan Harkishandas Aggarwal, the manager and Karta of his joint and undivided Hindu family comprising of himself, his wife Sumanbala, his son Vivek and his daughters Dipika and Sunali agreed to sell the said Property to

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L.M. Lekhak, in the capacity of the Chief Promoter of Kamani Employees Co-operative Housing Society Limited, at or for the consideration and on the terms and conditions stipulated therein.

- D. Vide a Deed of Conveyance dated June 28, 1972 executed by and amongst Kamal Kishan Harikishandas Aggarwal (the manager and Karta of his joint and undivided Hindu family comprising of himself, his wife Sumanbala, hjis son Vivek and his daughters Dipika and Sunali), the Vendor therein; Sumanbala Kamal Kishan Aggarwal, Vivek Kamal Kishan Aggarwal, Dipika Kamal Kishan Aggarwal, Sunali Kamal Kishan Aggarwal, the last three being minors are represented by their natural guardian, Kamal Kishan Harkishandas Aggarwal, as the said 'other members of the said joint family; one L.M. Lekhak as a 'Confirming Party' therein; and Kamani Employees Co-operative Housing Society Limited, a society registered under the Maharashtra Co-operative Societies Act, 1960 under registration no. BOM/HSG/3524 of 1972 and having its registered office at Sheetal, Plot No.1053, Devi Dayal Road, Mulund (West), Mumbai 400 080 ("**Owners / Society**"), as the Purchasers therein, Kamal Kishan Harikishandas Aggarwal (the manager and Karta of his joint and undivided Hindu family comprising of himself, his wife Sumanbala, hjis son Vivek and his daughters Dipika and Sunali) granted and conveyed the said Property to the Owners / Society on the terms and conditions set out therein.
- E. Vide an Order dated October 31, 1977 of the Collector, Mumbai, the use of the said Property was converted from Agricultural to Non-Agricultural.
- F. On the said Property the Owners / Society constructed a building with two (2) wings known as 'Sheetal' (hereinafter referred to as the "**Existing Building**") which consists of thirty-two (32) premises/flats which are in use and occupation of the members of the Owners/Society.
- G. The Society having followed the due process of law, at the Special General Body meeting of the Owners/ Society held on March 16, 2014, unanimously resolved to appoint Sanaya Realities Pvt. Ltd ("**Developers**") as the developers for re-development of the said Property under the

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provisions of Development Control Regulations, 1991 (hereinafter referred to as the said “**DC Regulations**”) and other applicable acts, rules and regulations by demolition of the Existing Building, and construction of new building/s thereat.

- H. Vide a Development Agreement dated December 26, 2014 (“**Development Agreement**”), the Society granted the development rights of the said Property to the Developers by utilizing the inherent and incentive and fungible FSI and/or TDR or by whatever name it may be called in future, which can be loaded on the said Property as available under the DC Regulations and other applicable acts, rules and regulations, at or for the consideration and on the terms and conditions as more particularly provided therein, and simultaneous with the execution of the Development Agreement executed a Power of Attorney (“**Power of Attorney**”) in favour of the Developers / nominees of the Developers thereby inter-alia authorizing the Developers to undertake re-development work of the said Property. The aforesaid Development Agreement and the Power of Attorney are registered with the Sub-Registrar of Assurances at Mumbai at Serial No. KRL1-4656-2015 and KRL1-4657-2015 respectively;

IV. MISCELLANEOUS

1. The name of the Society appears as owners on the PR Card and other revenue records of the said Property;
2. As per the DP Remark of the said Property, the said Property is in the Residential Zone.
3. The said Property is not affected by CRZ;
4. The said Property is not affected by any reservations;
5. We have been informed that there are no encroachments or slum dwellers on the said Property;

V. SEARCHES

1. REGISTRATION OFFICES



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We have caused search in the office of the Sub-Registrar of Assurances at Mumbai, Bandra, Chembur and Nahur from the year 1965 To 2016 (Last 52 Years) in respect of the said Property through Mr Sameer Sawant. From his Search Report dated February 2, 2016, it is evident our Clients the said Developers are entitled to re-develop the said Property.

2. COURTS

We have not caused any search to be conducted in any of the Courts or Tribunals and nor have we been provided with any papers in relation thereof. However, we have been informed that there is no outstanding Litigation against the Owners' title to the said Property or against our Clients' right to re-develop the said Property.

VI. **PUBLIC NOTICE**

We have issued public notice in Free Press Journal (English) and in Navshakti (Marathi), both on January 12, 2016 inviting claims, if any, within 14 days from the date of the public notice, on the said Property. We have not received any claims pursuant to the issuance of the public notice;

VII. **REMARKS**

1. Apart from the documents provided to us, we have not been provided with any other documents.
2. We have been informed that no mortgage, charge or lien has been created on the said Property.
3. We have assumed the genuineness and accuracy of the documents submitted to us and have also assumed the authenticity of all seals and/or signatures and of any duty, stamp or marking on the documents which have been provided to us and which we have relied upon;
4. This Title Certificate is based on and subject to the foregoing assumptions and solely on our review of the documents which have been provided to us and which we have relied upon as

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well as subject to such legal and other considerations as we have considered relevant and stated herein;

VIII. CONCLUSION

Subject to what is stated hereinabove, Kamani Employees Co-operative Housing Society Limited are the owners of the said Property and the title to the said Property is clear, marketable, free from all encumbrances and reasonable doubts. Vide a Development Agreement dated December 26, 2014 and Power of Attorney dated December 26, 2014, the Owners / Society have appointed our Clients Sanaya Realities Pvt. Ltd as the developers of the said Property and in accordance therewith our Clients Sanaya Realities Pvt. Ltd are entitled to develop the said Property by utilizing the inherent and incentive and fungible FSI and/or TDR or by whatever name it may be called in future, which can be loaded on the said Property as available under the DC Regulations and other applicable acts, rules and regulations.

THE SCHEDULE OF THE SAID PROPERTY

All that piece or parcel of Land bearing Plot No. 1053, corresponding to C.T.S. No. 1026, admeasuring 2000 square yards equivalent to 1672.20 square metres, Village Mulund (W), lying and being at Devi Dayal Road, Mulund (West), Mumbai- 400 080, together with the 2 wings standing thereon known as 'Sheetal' and bounded as follows:

On or towards the North	:	by Plot No. 1045 of the survey no.1000
On or towards the West	:	by Plot no. 1052 of the survey no.1000
On or towards the East	:	by Plot no. 1054 of the survey no. 1000
On or towards the South	:	by proposed Roadway

Yours faithfully

Unadkat & Co.

Manthan Unadkat