



HARAKHCHAND & CO.

ADVOCATES & SOLICITORS

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Harakhchand K. Gada
Advocate & Solicitor

TITLE CERTIFICATE

Ref. No. _____

Date: _____

Re: In the matter of immovable property situate at Tilak Nagar, Chembur, Mumbai - 400 089 bearing survey No. 14 (part), City Survey No. 16 (part) of village Chembur, Taluka Chembur, District-Mumbai Suburban within the registration Sub-District of Chembur district of Mumbai Suburban comprised in three portions of lands (a) land admeasuring 1152.00 sq. mtrs. or thereabout and more particularly described Firstly in the Schedule hereunder written (b) land bearing NDR Plot No.29 admeasuring 1167.687 sq. mtrs. or thereabout and more particularly described Secondly in the Schedule hereunder written (c) Tit Bit lands admeasuring 157.50 sq. mtrs., 30.62 sq. mtrs. of R.G. Plot and 80.63 sq. mtrs. of additional Tit Bit land or thereabout and more particularly described Thirdly in the Schedule hereunder written in aggregate admeasuring 2588.437 sq. mtrs.

THIS IS TO CERTIFY THAT we have investigated the Title of M/s. S.S. Kenarc Spaces LLP, (the Developers) and Tilak Nagar Sahyadri CHSL (the Society) to the above properties more particularly described in the three schedules hereunder written and as regards their title to the said property we have to state as under:-

1. By a registered Indenture of Lease dated 17th March 2005 made between Maharashtra Housing Area Development Authority therein referred to as the "Authority" and herein referred to as MHADA of the One Part and Tilak Nagar Sahyadri CHS Ltd. therein referred to as Lessee and hereinafter also referred to as "the Society" of the Second Part registered with the Sub-Registrar of Assurances at

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Bandra under serial No. BDR-13/2107 of 2005 in consideration of the premium paid and the rent reserved and the terms, conditions and covenants therein contained MHADA demised by way of Lease with regards to land admeasuring 1152.00 sq.meters or thereabouts on which society's building no 6 was constructed unto the said Society. The said property more particularly described firstly in the Schedule hereunder written for a period of 99 years commencing from 1st April 1981 to the terms and conditions therein mentioned.

2. By a another registered Indenture of Lease dated 30th May 2006 made between Maharashtra Housing Area Development Authority therein referred to as "the Lessor" and herein referred to as MHADA of the One Part and Tilak Nagar Sahyadri CHS Ltd. therein referred to as Lessee and hereinafter referred to as "the Society" of the Second Part registered with the Sub-Registrar of Assurances at Bandra under serial No. BDR-13/4463 of 2006 in consideration of the premium paid and the rent reserved and the terms, conditions and covenants therein contained in the first instance for a period of 30 years with effect from the date of taking over possession of the said plot of land more particularly described secondly in the schedule hereunder written i.e. with effect from 1st April, 2006 together with the renewal clause of further period of two terms for a period of 30 years each MHADA demised by way of Lease the said plot bearing No.NDR 29 admeasuring 1167.687 sq. meters or thereabout unto the said Society. The said property more

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particularly described secondly in the Schedule hereunder written to the terms and conditions therein mentioned.

3. MHADA also allotted to the said society Tit Bit land, additional Tit Bit land and R.G. Plot of land more particularly described thirdly in the Schedule hereunder written by virtue of and under Letter of Possession in respect thereto and in favour of the said Society.
4. By a registered Deed of Sale dated 17th March 2005 made between the said Maharashtra Housing Area Development Authority(MHADA) therein called "the Authority"and herein referred to as MHADA of the One Part and the said Society therein also called the said Society of the Other Part herein registered with the Sub Registrar of assurances at Bandra under serial No. BDR/13-2106/2005 for consideration of the amount paid by the said Society to the said MHADA conveyed, granted and assured unto the said society as the exclusive owner of building No.6 standing on the plot of land more particularly described firstly in the Schedule hereunder written to and in favour of the said Society as therein mentioned.
5. All the revenue records including City Survey Property Register Cards, 7/12, 6/12, 8A Extracts, etc. in respect of the said lands reflect the name of the said Society/ MHADA.

6. The City Survey Property Register Card in respect of the said property more particularly described firstly in the Schedule hereunder written stands in the name of the Society as the Lessee thereto and the City Survey records in respect of the said properties more particularly described secondly and thirdly hereunder written are yet to be done in the name of the said society and application to that effect has already been made by the said Society to the City Survey Authority. We have caused searches in respect of the said properties more particularly described in the Schedules hereunder written taken through our search clerk at the office of Sub-Registrar of Assurances at Mumbai for a period of 64 years from 1950 to 2014, Sub-Registrar of Assurances at Bandra for a period of two years from 2000 to 2001, Sub-Registrar of Assurances at Kurla -1 for a period of 13 years from 2002 to 2014 and Sub-Registrar Assurances office at Kurla 2, 3 and 4 for a period of 10 years from 2005 to 2014.

7. Thereafter we have also caused searches in respect of the said properties more particularly described in the Schedules hereunder written taken through our search clerk at the office of Sub-Registrar of Assurances at Kurla -1, 2, 3 and 4 for a period of 5 years commencing from 2014 to 2018 and we have not come across any encumbrances in respect of the said properties more particularly described in the Schedules hereunder written.

8. The Original Developers got both the said lands underneath the said Building No. 6 and the said land bearing Plot No.

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NDR-29 got amalgamated from MHADA vide Letter dated 30th December 2011 having reference No. EE/HGD/MB/4203/2012 issued by the Executive Engineer, Ghatkopar Division, Mumbai Board.

9. By demarcated plan and Offer letter dated 22nd May, 2014 MHADA confirmed the allotment of titbit land admeasuring 157.50 sq.meters and 30.62 sq.meters of R.G. plot and 80.63 sq.meters. of additional titbit lands (the said titbit lands, R.G. Plot and additional titbit lands are more particularly described Thirdly in the Schedule hereunder written (the said Plot of Building No.6 and said Plot No. NDR-29 and the titbit land, R. G. plot and other area that is available to the society totally admeasuring **2588.437 sq.meters** is hereinafter referred to as **"the said Properties"**
10. By a letter dated 23rd June, 2017 bearing No. EE/KD/MB/3855/2017, issued by the Executive Engineer, Kurla Division of Mumbai Housing and Area Development Board (MHADA Unit) issued to the Resident Executive Engineer and copy to the said society intimating them about the amalgamation of the said properties more particularly described in the Schedules hereunder written.
11. By an Agreement for Development dated 20th October 2007 made between the Society of the One Part and one M/s.Aditya Enterprises therein called the Developers of the Other Part with the Sub Registrar of Assurances at

Chembur under serial No. BBE-8010/2007. The said Society granted the Development rights in respect of the said properties more particularly described firstly, secondly in the Schedules hereunder written at the consideration and upon the terms and conditions therein mentioned.

12. In pursuance of the proposal submitted by the said Society to the said MH & AD Board (a MHADA Unit) by its letter dated 22nd May 2014 granted to the said Society a revised offer letter dated 22nd May 2014 bearing No. CO/MB/REE/NOC/F/S-788/524/2014 subject to the terms and conditions therein mentioned and upon compliance of the said terms and conditions contained in the said revised offer letter dated 22nd May 2014 the MH & AD Board, Mumbai by its NOC letter dated 19th October 2015, bearing No. CO/MB/REE/NOC/F/S-788/1358/2015 granted its No Objection for development of the said properties more particularly described in the Schedules hereunder written and upon the terms and conditions therein mentioned.
13. By a letter dated 20th April, 2017 in pursuance of the proposal submitted by the said Society to the said MH & AD Board (a MHADA Unit) granted to the said Society a revised offer letter dated 20th April 2017 bearing No. CO/MB/REE/NOC/F/S-788/630/2017 subject to the terms and conditions therein mentioned and upon compliance of the said terms and conditions contained in the said revised offer letter dated 2nd August 2015 the MH &





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AD Board, Mumbai by its NOC letter dated 20th April 2017, bearing No. CO/MB/REE/NOC/F/S-788/2017 granted its No Objection for development of the said properties more particularly described in the Schedules hereunder written and upon the terms and conditions therein mentioned.

14. By a Revised Development Agreement dated 25th July, 2017 made between the said Society of the One Part and the said Aditya Enterprises therein called the original Developers of the Second Part and another Aditya Enterprises therein called the Aditya Enterprises two and the said M/s. S.S. Kenarc Spaces LLP therein called the Developers of the Third Part and Gulam Hussain Katri therein called the Confirming Part of the Fourth Part for consideration therein mentioned. The said Society granted the development rights to the said Developers for the consideration and upon the terms and conditions therein mentioned and the said original Developers and the Aditya Enterprises - II also assigned their respective development rights in respect of the said properties to and in favour of the S. S. Kenarc Spaces LLP Developers. The said Revised Development Agreement is registered with the Sub Registrar of Assurances at Kurla under serial No.KRL-3/11416/2017.
15. The said Revised Development Agreement dated 25th July 2017 is still valid, substantial and in force.
16. By an Irrevocable General Power of Attorney dated 22nd December, 2017 signed and executed by the said

Society to and in favour of the partners of S.S. Kenarc Spaces LLP and Mr. Mukund Keshav Vitkar, granted some powers to exercise while developing the said properties as therein mentioned in the said Power of Attorney registered with the Sub-Registrar of Assurances at Kurla under serial No. Kurla-3/1154 of 2017.

17. We have also issued public Notices in three newspapers viz: Mumbai Samachar Daily in Gujarati, Nav Shakti Daily in Marathi and Free Press Journal daily in English all published in on 30th December 2017 invited claims or objections to the said properties more particularly described in the Schedules hereunder written and till date no adverse, claim or objection received against the said property.
18. In view of the aforesaid we certify that the title of the said Tilak Nagar Sahyadri Co-operative Society Ltd. to the said properties more particularly described in the Schedule hereunder written is clear, marketable and free from all encumbrances as Lessee of Authority i.e. MHADA subject to the terms, conditions and covenants contained in the two registered Indentures of Lease dated 17th March 2005 and 30th May 2006 and the title of the said M/s. S. S. Kenarc Spaces LLP as the Developers with development rights in respect of the said properties under the said revised Development Agreement dated 25th July 2017 are clear, marketable and free from all encumbrances subject to the terms, conditions and covenants contained in the said revised Development Agreement dated 25th July, 2017.





THE SCHEDULES HEREINABOVE REFERRED TO:

Firstly: ALL THAT piece or parcel of plot of land admeasuring approximately 1,152.00 square meters (excluding the tit bit land or thereabout) bearing Survey No.14 (Part), corresponding City Survey No.16 (Part) at Tilak Nagar, Chembur, Mumbai 400 089 in the Registration Sub-District of Kurla, Mumbai Suburban District together with a building bearing No.6 standing thereon which is fully occupied by the members of the said Society within the jurisdiction of Municipal Corporation of Greater Mumbai, in the Registration District and Sub-District Mumbai City and Mumbai Suburban and bounded as follows:

- On or towards the North by: N.D.R. No.29,
- On or towards the South by: N.D.R. No.30,
- On or towards the East by : Bldg. No.5,
- On or towards the West by : 12.20 metre wide road.

Secondly: All that piece or parcel of vacant Plot of Land bearing No.NDR-29 reserved for residential purpose admeasuring 1167.687 square. Meters, at Survey No.14 (Pt), City Survey No.16 (pt), situated at Tilak Nagar, Chembur, Mumbai 400 089 in the Registration Sub-District of Kurla, Mumbai Suburban District and bounded as follows:-

- On or towards the East :By 15.00 meter wide road,
- On or towards the West:By 12.20 meter wide road,
- On or towards the North: By Building No 7 and 8,
- On or towards the South: By Building no 5 and 6.

Thirdly: All that piece or parcel of TIT BIT lands admeasuring 157.50 sq. meters, 30.62 sq. mtrs. of R.G. plot and 80.63 sq. mtrs. of additional tit bit land at Survey No.14 (Pt), C.T.S. No.16 (Pt), situated at Tilak Nagar, Chembur, Mumbai 400 089 in the

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Registration Sub-District of Kurla and District of Mumbai
Suburban.

Dated this 2nd day of February, 2018.

For M/s. Harakhchand & Co.,

Harakhchand
Advocates & Solicitors.