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To

Maharashtra Real Estate
Regulatory Authority,
Bandra (East), Mumbai

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to the below mentioned property at

Sr. no. (1) to (10) below;

(1) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District and bearing CTS No. 5608-A, [Sheet No. 5608] admeasuring 1840.10 Square Meters (forming part of CTS No. 5608A (5608), and CTS Nos. 6853, 6853/1 to 2, admeasuring 92.90 Square Meters thus in all aggregating to 1933 Square Meters and together with the structures then standing thereon, owned by Maharashtra Housing and Area Development Authority (MHADA) as per Extracts of the Property Registered Cards/Ruled Cards;

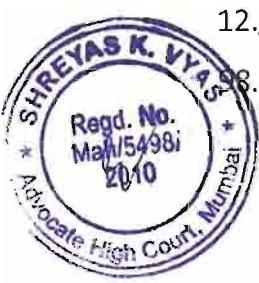
(MHADA LAND)

(2) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6852, admeasuring 344.2 square meters, 6852/1, admeasuring 36.3 square meters and 6852/2, admeasuring 29.9 square meters, thus aggregating to 410.40 square meters, as per Extracts of the Property Registered Cards/Ruled Cards;

(PRIVATE LAND)

(3) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6854, admeasuring 46.3 square meters, 6854/1, admeasuring 10.0 square meters, 6854/2, admeasuring 11.4 square meters, 6854/3, admeasuring 12.3 square meters, 6854/4, admeasuring 12.3 square meters and 6854/5, admeasuring 5.8 square meters, thus aggregating to 88.10 square meters, as per Extracts of the Property Registered Cards/Ruled Cards;

(PRIVATE LAND)



(4) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6855, admeasuring 197.8 square meters, 6855/1, admeasuring 16.7 square meters, 6855/2, admeasuring 44.8 square meters, 6855/3, admeasuring 11.7 square meters and 6855/8, admeasuring 110 square meters, thus aggregating to 381 square meters, as per Extracts of the Property Registered Cards/Ruled Cards;

(PRIVATE LAND)

(5) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6855/4, admeasuring 5.3 square meters, 6855/5, admeasuring 9.3 square meters, 6855/6, admeasuring 5.7 square meters and 6855/7, admeasuring 10.2 square meters, thus aggregating to 30.5 square meters, as per Extracts of the Property Registered Cards/Ruled Cards;

(PRIVATE LAND)

(6) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6856, admeasuring 58.50 square meters, Survey No. 158, Hissa No. 23, CTS Nos. 6857 admeasuring 62.5 square meters, 6857/1 admeasuring 14.6 square meters, CTS No. 6857/2 admeasuring 14.6 square meters, CTS No. 6857/3 admeasuring 13.8 square meters, CTS No. 6857/4 admeasuring 13.8 square meters, CTS No. 6857/5 admeasuring 13.8 square meters, CTS No. 6857/6 admeasuring 14.2 square meters, CTS No. 6857/7 admeasuring 15 square meters, CTS No. 6857/8 admeasuring 15 square meters, CTS No. 6857/9 admeasuring 15 square meters, CTS No. 6857/10 admeasuring 15.3 square meters, CTS No. 6857/11 admeasuring 30.1 square meters and CTS No. 6857/12 admeasuring 30.1 square meters, thus aggregating to 267.80 square meters, CTS Nos. 6863 admeasuring 224.1 square meters, CTS No. 6863/1 admeasuring 14.6 square meters, CTS No. 6863/2 admeasuring 10.4 square meters, CTS No. 6863/3 admeasuring 14.2 square meters, CTS No. 6863/4 admeasuring 12.5 square meters, CTS No. 6863/5 admeasuring 13.6 square meters, CTS No. 6863/6 admeasuring 11.7 square meters, CTS No. 6863/7 admeasuring 11.1 square meters CTS No. 6863/8 admeasuring 11.1 square meters, CTS No. 6863/9 admeasuring 11.1 square meters, CTS No. 6863/10 admeasuring 14.5 square meters, CTS No. 6863/11 admeasuring 14.6 square meters, CTS No. 6863/12 admeasuring 14.2 square meters, CTS No. 6863/13 admeasuring 13.6 square meters, CTS No. 6863/14 admeasuring



13.6 square meters, CTS No. 6863/15 admeasuring 14.6 square meters, CTS No. 6863/16 admeasuring 13.9 square meters, CTS No. 6863/17 admeasuring 13.9 square meters and CTS No. 5863/18 admeasuring 13.9 square meters, thus aggregating to admeasuring 461.30 square meters, CTS Nos. 6864/B, admeasuring 886.63 square meters, CTS Nos. 6864B/1, admeasuring 30.1 square meters, CTS No. 6864B/2, admeasuring 30.1 square meters, CTS No. 6864B/3, admeasuring 30.1 square meters, CTS No. 6864B/4, admeasuring 9.2 square meters, CTS No. 6864B/5, admeasuring 9.9 square meters, CTS No. 6864B/6, admeasuring 29 square meters, CTS No. 6864B/7, admeasuring 12.2 square meters, CTS No. 6864B/8, admeasuring 12.2 square meters, CTS No. 6864B/9, admeasuring 10.4 square meters, CTS No. 6864B/10, admeasuring 10.4 square meters, CTS No. 6864B/11, admeasuring 11.9 square meters, CTS No. 6864B/12, admeasuring 11.9 square meters, CTS No. 6864B/13, admeasuring 11.2 square meters, CTS No. 6864B/14, admeasuring 11.2 square meters, CTS No. 6864B/15, admeasuring 11.2 square meters, CTS No. 6864B/16, admeasuring 11.2 square meters, CTS No. 6864B/17, admeasuring 14.6 square meters, CTS No. 6864B/18, admeasuring 14.6 square meters in all admeasuring 1168.03 square meters as per the Extracts of the Property Registered Cards/Ruled Cards;

(PRIVATE LAND)

(7) ALL THAT PIECE AND PARCEL of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS No. 6864A, admeasuring 252.70 square meters, as per Extract of the Property Registered Card/Ruled Card;

(PRIVATE LAND)

(8) ALL THAT PIECE AND PARCEL of land and ground situate, lying and being at Kolivary, Kalina, Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 5864-B (Part) admeasuring 85.27 square meters together with the then structure standing thereon, as per Extract of the Property Registered Card/Ruled Card;

(PRIVATE LAND)

(9) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6865 admeasuring 344 square meters, CTS No. 6865/1 admeasuring 18.5 square meters, CTS No. 6865/2 admeasuring 22 square meters and CTS No. 6865/3 admeasuring 16.3 square meters



thus aggregating to 494.50 square meters and CTS Nos. 6866 admeasuring 168.8 square meters, CTS No. 6866/1 admeasuring 11.4 square meters, CTS No. 6866/2 admeasuring 58.7 square meters, CTS No. 6866/3 admeasuring 7.1 square meters, CTS No. 6866/4 admeasuring 7 square meters, CTS No. 6866/5 admeasuring 9 square meters, CTS No. 6866/6 admeasuring 13.1 square meters, thus aggregately admeasuring 275.10 square meters and CTS No. 6868 admeasuring 234.5 square meters, as per Extracts of the Property Registered Cards/Ruled Cards;

(PRIVATE LAND)

(10) ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6884A, admeasuring 455.1 square meters, CTS No. 6884A/1 admeasuring 43 square meters, CTS No. 6884A/2 admeasuring 14.4 square meters, CTS No. 6884A/3 admeasuring 14.4 square meters, CTS No. 6884A/4 admeasuring 14.4 square meters, CTS No. 6884A/5 admeasuring 13.9 square meters, CTS No. 6884A/6 admeasuring 15.8 square meters, CTS No. 6884A/7 admeasuring 14.4 square meters, CTS No. 6884A/8 admeasuring 14.4 square meters, CTS No. 6884A/9 admeasuring 14.4 square meters, CTS No. 6884A/10 admeasuring 13.9 square meters, CTS No. 6884A/11 admeasuring 15.8 square meters, CTS No. 6884A/12 admeasuring 15.6 square meters, CTS No. 6884A/13 admeasuring 15.6 square meters, CTS No. 6884A/14 admeasuring 13.6 square meters, CTS No. 6884A/15 admeasuring 16.5 square meters, CTS No. 6884A/16 admeasuring 14.9 square meters, CTS No. 6884A/17 admeasuring 14.9 square meters, CTS No. 6884A/18 admeasuring 13.4 square meters, CTS No. 6884A/19 admeasuring 16.3 square meters, thus aggregately admeasuring 764.70 square meters and CTS No. 6884B, admeasuring 23 square meters, as per Extracts of the Property Registered Cards/Ruled Cards;

(PRIVATE LAND)

1) Description of the property:

As mentioned in the subject caption hereinabove.

2) The documents of allotment of plot:

- Development Agreement dated 29/10/2020 entered into between M/s Life Housing Development & Projects and Ascent Infraspace Pvt. Ltd. which is duly registered with the office of Sub-Registrar of Assurances, Andheri 4 Mumbai Sub-Urban District, Bandra, under Serial No. BDR4-1086-2021 on 03/02/2021.

- Irrevocable General Power of Attorney dated 03/02/2021 is also duly registered with the office of Sub-Registrar of Assurances, Andheri 4, Mumbai Sub-Urban District, Bandra, under Serial No. BDR4-1089/2021 also on 03/02/2021.
- Title documents as mentioned in the flow of title at Annexure – 2 herein.

3) **Property Registration card** issued by City Survey Officer, Kole-Kalyan in respect of properties bearing CTS Nos. 560&A (pt), 6853, 6853/1 to 2, 6852, 6852/1 to 2, 6854, 6854/1 to 5, 6855, 6855/1 to 8, 6856, 6857, 6857/1 to 12, 6863, 6863/1 to 18, 6864A, 6864B/1 to 18, 6864B(p.), 6865, 6865/1 to 3, 6866, 6866/1 to 6, 6868, 6884A, 6884A/1 to 19, 6884B all of Village Kolekalyan.

4) **Search report:**

- Search Reports in respect of the said properties, by title investigator Mr. Ganesh Gawde, one dated 12.01.2019 for a period commencing from the year 1950 to 2019 (70 years), being the searches taken by it at the offices of the Sub-Registrar of Assurances, at Old Custom House, Mumbai, Bandra and Andheri 1 to 8. In the said Search Report, save and except the entries as referred to in this report, there are no entries pertaining to the said properties as described in the First to Tenth Schedules hereunder respectively written. The said Ascent Infraspace has caused further searches taken from its search clerk Mr. Ganesh Gawde being Search Report dated 09/12/2020 with effect from the year 2019 to 2020 viz. for the further period of two years, also with the office of the Sub-Registrar, Andheri, Bandra vis-à-vis the said properties. However, the registered entries referred to in the registered Affidavit/s, Undertaking /s does not pertain to the said properties as described in the First to Tenth Schedules hereunder written. However, the said Search Report taken at Mumbai's Sub-Registrars office for the period, year 1963, it is stated that the pages are "torn" and likewise, for the period commencing from the year 1974 to 1976 as "partly torn" and 1977 to 1985 also "torn", 1986 to 2011 as "partly torn" and for the year 2019 the Index-II as "not yet prepared". Similarly, at Bandra's Sub-Registrars Office, the said Search Clerk has noted that for the period of the year 1950 to 1964 the report submitted by him are subject to torn pages, for the period 1970, it is recorded that the Book is kept in custody and likewise, for the year 1971 to 1985, the report is subject to "partly torn pages or subject to torn pages".



Before issuing this certificate of title, as a step towards the investigation of title, Ascent Infraspace has caused to be issued Public Notices dated 10/12/2020 in two vernacular

languages in the widely circulated newspapers viz. (1) Business Standard, Mumbai Edition, English Newspaper, published on 10/12/2020 and (2) Navakaal, also Mumbai Edition also dated 10.12.2020, Marathi Newspaper, published on 10/12/2020, through Advocate Mr. Satish P. Nagvenkar, *interalia* informing the members of the public at large about the investigation of the right, title, interest and authority of the said M/s. Life Housing, vis-à-vis the said properties as more particularly described in the First to Tenth Schedules hereunder respectively written being the same properties as described in the Schedules there-under written and also inviting objection/s by way of any claim, demand to the said properties in the manner set out in the said Public Notices. However, the said Advocate has issued a letter dated C1/02/2021 thereby recording that till the date of the issuance of the said letter, he has not received any objection/s of whatsoever nature from any members of the public either objecting to the said investigation or claiming any right, title or interest vis-à-vis the said properties or any of it and/or as the case may be.

In my opinion and subject to the said Ascent Infraspace obtaining all the requisite permissions and sanctions from Slum Rehabilitation Authority as may-be required for the effectual completion of the S. R. Scheme/SRA Project on the said properties, I certify that the said 'Ascent Infraspace Private Ltd.' is well within its legal rights to develop the said properties as respectively described in the First to Tenth Schedules hereinabove mentioned and that its right, title and authority to develop/redevelop the same is free, clear and marketable, being free from the encumbrances and all the reasonable doubts.

Details of encumbrances, if any, are mentioned separately in **Annexure – 1**.

The report reflecting the flow of the title is enclosed herewith as **Annexure – 2**.

Date: 5th April 2021


SHREYAS K. VYAS
Advocate High Court



Encl: Annexure 1 & 2



ANNEXURE – 1
Details of Encumbrances

On perusal of the above mentioned documents and based on the search reports provided to me, I am of the opinion that there is no encumbrances' affecting the said property.

Date: 5th April 2021



SHREYAS K. VYAS
Advocate High Court



ANNEXURE – 2

FLOW OF TITLE

-:THE DESCRIPTION OF THE ABOVE REFERRED TO PROPERTIES AT REFERENCE NUMBERS ONE (1) TO TEN (10), FOR THE CONVENIENCE SAKE ARE MORE PARTICULARLY DESCRIBED IN THE FIRST TO TENTH SCHEDULES HEREUNDER RESPECTIVELY WRITTEN:-

The salient features as to the derivation of right, title and interest of the above referred to properties at Reference No. 1, which is also described in the First Schedule hereunder written/MHADA land, are as follows:

[1] THAT the properties at the above Reference No. 1 being ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District and bearing CTS No. E603-A, admeasuring 1840.10 Square Meters (forming part of CTS No. 5608A (5508) admeasuring 1840.1 square meters and also CTS No. 6853, 6853/1 to 2, admeasuring 92.90 Square Meters thus in all aggregating to 1933 Square Meters and together with the structures then standing thereon, as more particularly described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of convenience referred to as "the said property as described in the First Schedule hereunder written /MHADA Land", was/is owned by MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY (MHADA) and its name is reflected and/or recorded in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the City Survey Office.

[2] THAT the said property as described in the First Schedule hereunder written/MHADA Land amongst the various others adjoining/surroundings/contiguous properties were declared as *the slum areas*, as described in the *Schedule of Areas* vide Notification No. DC/ENC/A/51/Kalina dated 14th November 1977, issued by the Dy. Collector, (EMC) and Competent Authority, Sub-Division, Andheri, under the provisions of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971, hereinafter for the sake of convenience referred to as "the Slum Act" and the Rules made there-under and that the same was published in the Maharashtra Govt. Gazette published on 16/02/1978. The said Notification dated 14/1/1977 was pertaining to the

properties as described in the Schedule of the Areas thereat as the Slum Areas, declared vide the said Notification No. DC/ENC/A/51/Kalina, dated 14th November 1977, issued by the Dy. Collector, (ENC) and Competent Authority, Sub-Division, Andheri, under the provisions of the Slum Act and that the same was duly published in the Maharashtra Govt. Gazette on 16/02/1978.

[3] THAT as aforesaid, the name of MHADA is mutated in the column of "Navin Dharak/Holder" of the Extract of the Property Registered Card/Ruled Card way back in the month of November 2006, vide Pher Phar Uthara/Mutation Entry No. 348 duly mutated/certified on 10/11/2006, pertaining to the part area of the said CTS Nos. 5608A, by virtue of the acquisition of the said property made for MHADA by the Special Land Acquisition Officer No. 4, Mumbai Sub-Urban District, Mumbai. While mutating the said Mutation Entry bearing No. 348, the City Survey Officer has recorded the nature and/or the mode of transaction/acquisition in the column of "transaction" of the said Extracts of the Property Registered Cards/Ruled Cards. The said Mutation Entry bearing No. 348 speaks for itself. However, though MHADA has claimed the said CTS Nos. 6853, 6853/1 & 2 as belonging to it, but its name is not mutated in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities to that effect.

[4] THAT as the Competent Authority through the Dy. Collector, (ENC) and Competent Authority, Sub-Division, Andheri, was satisfied that the areas of the said property as described in the First Schedule hereunder written/MHADA Land amongst the various other adjoining/surroundings/contagious properties as described in the Schedule of Areas to the said Notification dated 14/11/1977, being amongst the properties as described in the First to Tenth Schedules hereunder written, and since the said Slum Areas were the source of danger to the health, safety or convenience of the public of that area/ locality and that of its neighborhood, by reason of it being overcrowded and lacking in the basic amenities, has been rendered insanitary, squalid or otherwise and in the manner as stated there-under.

[5] THAT the said property as described in the First Schedule hereunder written, during the relevant and material time, is stated to have occupied by Eighteen (18) occupant/s/tenant/s/Slum-Dwellers, who had in turn formed amongst themselves into a proposed Housing Society in the name and styled as "Jasmine



Co-operative Housing Society" (Proposed), hereinafter for the sake of convenience referred to as "the said Jasmine Society (proposed)".

[6] THAT in or about the year 2007 or thereafter, the said Jasmine Society (proposed) through its then Chief Promoter, Mrs. Liza C. Jacinto, has entered into a Development/Redevelopment Agreement dated 27/01/2007 with one M/s. BABAJI BUILDERS & DEVELOPERS, hereinafter for the sake of convenience referred to as "the said M/s. Babaji Builders", *inter alia* to develop CTS Nos. 6852, 6853, (one of the said MHADA Land), 6854 and 6855 as the SRA Project and/or S. R. Scheme under Regulation No. 33 (10) of Development Control Regulations, 1991, as amended and the Rules made there-under, hereinafter for the sake of convenience referred to as "the said DCR, 1991" and pursuant to the Resolution dated 26/01/2011 passed by the said Jasmine Society (proposed) and in the manner and also on the terms and conditions as provided there-under. The said Jasmine Society (proposed) has then executed a General Power of Attorney dated 27/03/2007 in respect of the said CTS Nos. 6852, 6853 (one of the said MHADA Land), 6854 and 6855 in favour of the said M/s. Babaji Builders and/or in favour of its Partner/s *inter alia* authorizing it/them to do, execute and to perform all and/or all the various acts, deeds, matters and things and in the manner as provided there-under and/or in furtherance of the implementation of S. R. Scheme and SRA Project. The said M/s. Babaji Builders has also obtained individual consent and/or joint consent /affidavit from the tenant/s/occupant/s/slum dwellers of the said Jasmine Society (proposed) occupying their respective tenements on the said property being one of the properties as described in the said First Schedule hereunder written/MHADA Land, also the properties described in the Second Schedule hereunder written and also the said properties as described in the Third Schedule hereunder respectively written, being in compliance with the requirement in implementation of the S.R. Scheme and/or SRA Project, as then proposed by it.

The salient features as to the derivation of right, title and interest of the above referred to properties at reference No. 2, which is also described in the Second Schedule hereunder written are as follows:

[7] THAT (1) Smt. Liza Koropin Jacinto, (2) Mr. Sebastian Jacinto, (3) Mr. Stephen Jacinto, (4) Mr. Francis Jacinto, (5) Mrs. Virgin D'Souza, (6) Mrs. Elizabeth Dias and (7) Mrs. Cynthia Rodriguez, hereinafter for the sake of convenience, collectively referred to as "the heirs and legal representatives of the Original

Owner, late Mr. Koropin Francis Jacinto", claimed to be the co-owners of the above referred properties at Serial No. 2 viz. ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6852, admeasuring 344.2 square meters, 6852/1, admeasuring 36.3 square meters and 6852/2, admeasuring 29.9 square meters, thus aggregating to 410.40 square meters, together with the structures then standing thereon, falling within the limits of H/E Ward Office of Municipal Corporation of Greater Mumbai and the same is more particularly described in the SECOND SCHEDULE hereunder written and hereinafter for the sake of convenience referred to as "the said property described in the Second Schedule hereunder written". The said heirs and legal representatives of the said Original Owner, late Mr. Koropin Francis Jacinto has represented that the said Koropin Francis Jacinto died and that on his demise, the said properties got transferred to the name of his widow, one Smt. Liza Koropin Jacinto, in the Revenue Records and/or in the Extracts of the Property Registered Cards/Ruled Cards and as such her name was mutated/recorded in the Revenue Records and presently continues to appear thereat.

[8] THAT the said heirs and legal representatives of the original owner, late Mr. Koropin Francis Jacinto became entitled to inherit and/or to succeed the said property as more particularly described in the Second Schedule hereunder written by virtue of the Law of Succession/Indian Succession Act 1925, by which the said deceased, Late Mr. Koropin Francis Jacinto, was governed at the time of his death. The structures on the said property as more particularly described in the Second Schedule hereunder written was occupied by the tenant/s/occupant/s/slum dwellers and the same was also declared as the Slum Areas, by virtue of the afore-stated Slum Notification. The said heirs and legal representatives of the original owner, late Mr. Koropin Francis Jacinto, have further represented that they were not in a position to redevelop the same and as a result whereof, they have entered into Development Agreement dated 18/01/2007, in favour of the said M/s. Babaji Builders on as is where is basis and for the total lump-sum valuable consideration amount and in the manner as provided therein. The said Development Agreement dated 18/01/2007 was duly registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-1/524/2007 on 19/01/2007. The said M/s. Babaji Builders has represented that the said Development Agreement dated 18/01/2007 executed by the said co-owners in its favour is valid, subsisting and binding upon the



parties thereto and that the same is full force, effect and in operation. The tenant /s/occupant/s/slum dwellers on the said property as more particularly described in the Second Schedule hereunder written have joined the said Jasmine Society (proposed).

[9] THAT the said heirs and legal representatives of the original owner, late Mr. Koropin Francis Jacinto, vide the Deed of Conveyance dated 15/05/2008, in respect of the said property as more particularly described in the Second Schedule hereunder written, made and executed at Mumbai, between them and the said M/s. Babaji Builders, the said heirs and legal representatives of the original owner, late Mr. Koropin Francis Jacinto sold, assigned, assured, transferred and in turn conveyed the same unto it also for the valuable consideration on the terms and conditions as provided there-under. The said Deed of Conveyance dated 15/05/2008 was also duly registered with the office of the Sub-Registrar of Assurances at Andheri No. 4, Bandra under Serial No. BDR-15/10585/2008 on 04/12/2008. Thus, the said M/s. Babaji Builders represented itself to be the sole and absolute owner of the said property as more particularly described in the Second Schedule hereunder written.

The salient features as to the derivation of right, title and interest of the above referred to properties at Reference No. 3 above, which is also described in the Third Schedule hereunder written, are as follows:

[10] THAT originally the name of (1) Mr. Late Joseph Lawrence Galbhaa nee Galbano, since the year 1968, is shown as appearing in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities with regard to the said property as more particularly described in the Third Schedule hereunder written being the properties as referred to at Reference No. 3 above.

[11] THAT the Mutation Entry No. 415/Pher-Phar, mutated/made as on 17/05/2007 records that the said Mr. Joseph Lawrence Galbhaa died on 06th April 2001 and that (1) Smt. Martha Joseph Galbano, (widow) (2) Mr. Lawrence Joseph Galbano (Son), (3) Mr. Anthony Joseph Galbano (Son), (4) Smt. Angela Johnson Kunnel (Married daughter), (5) Smt. Sandra Aloysius D'Silva (married daughter) and (6) Mrs. Mary Selvin Pereira (married daughter), hereinafter for the sake of convenience, collectively referred to as "the heirs and legal representatives of the original owner, late Mr. Joseph Lawrence Galbano", have claimed to be the co-owners of the above referred properties at Serial No. 3 viz. ALL THOSE PIECES OF LAND AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan.



Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6854, admeasuring 46.3 square meters, CTS No. 6854/1, admeasuring 10 square meters, CTS No. and 6854/2, admeasuring 11.4 square meters, CTS No. 6854/3 admeasuring 12.3 square meters, CTS No. 6854/4 admeasuring 12.3 square meters and CTS No. 6854/5 admeasuring 5.8 square meters, thus aggregating to 98.1 square meters, together with the structures then standing thereon, falling within the limits of H/E Ward Office of Municipal Corporation of Greater Mumbai and the same is more particularly described in the THIRD SCHEDULE hereunder written and hereinafter for the sake of convenience referred to as "the said property described in the Third Schedule hereunder written".

[12] THAT as aforesaid, the said heirs and legal representatives of the original owner, late Mr. Joseph Lawrence Galbano has further represented that the said Mr. Joseph Lawrence Galbano died and that they had filed an Affidavit dated 03rd April 2007 before the Revenue Authorities declaring themselves as the only heirs and legal representatives of the said deceased, late Mr. Joseph Lawrence Galbano. Upon the demise of the said late Mr. Joseph Lawrence Galbano, the names of the said heirs and legal representatives of the said deceased Mr. Joseph Lawrence Galbano came to be mutated in the manner as aforesaid in the Extracts of the Property Registered Cards/Ruled Cards and thereby deleting the name of the said deceased Mr. Joseph Lawrence Galbano from the column of mul-dharak/original owner. In the aforesaid manner, the said properties as more particularly described in the Third Schedule hereunder written came to be transferred to the names of the said heirs and legal representatives of the said deceased, late Mr. Joseph Lawrence Galbano, in the Revenue Records and/or in the Extracts of the Property Registered Cards/Ruled Cards and as such their names appear in the Revenue Records.

[13] That the said heirs and legal representatives of the original owner, late Mr. Joseph Lawrence Galbano nee Galbano became entitled to inherit and/or to succeed the said property as more particularly described in the Third Schedule hereunder written by virtue of the Law of Succession/Indian Succession Act 1925, by which the said deceased, Late Mr. Joseph Lawrence Galbano nee Galbano, was governed at the time of his death. The structures on the said property as more particularly described in the Third Schedule hereunder written was occupied by the tenant/s/ occupant/s/slum dwellers and the same was also declared as the Slum Areas, by virtue of the afore-stated Slum Notification. The



said heirs and legal representatives of the original owner, Late Mr. Joseph Lawrence Galbhao nee Galbano, have further represented that they were not in a position to redevelop the same and as a result whereof, they have entered into Development Agreement dated 20/09/2006, in favour of one M/s. Life Housing Development and Projects, a Partnership Firm, hereinafter for the sake of convenience referred to as "the said M/s. Life Housing", on as is where is basis and for the total lump-sum valuable consideration amount and in the manner as provided therein. The said Development Agreement dated 20/09/2006 though duly stamped, signed and executed by and between the parties thereto, the same could not be lodged for registration with the office of Sub Registrar of Assurances within the prescribed time period under the provisions of the Indian Registration Act 1908. As stated above as the said Development Agreement could not be registered within the prescribed period of limitation for registration and hence, the said heirs and legal representatives of the said deceased, Late Mr. Joseph Lawrence Galbhao nee Galbano executed a Deed of Confirmation dated 13/07/2007 in favour of the said M/s. Life Housing *interalia* adhering to and/or confirming and/or accepting the execution of the said Development Agreement dated 20/09/2006 in its favour and which said Deed of Confirmation dated 13/07/2007 was duly registered with the office of the Joint Sub-Registrar, Andheri 4 under Serial No. BDR-15/5267/2007 on 13/07/2007. The tenant/s /occupant/s/slum dwellers on the said property as more particularly described in the Third Schedule hereunder written have joined the said Jasmine Society (proposed). The said Life Housing has represented that the said Development Agreement dated 20/09/2006 executed by the said co-owners in its favour is valid, subsisting and binding upon the parties thereto and that the same is full force, effect and in operation.

[14] THAT by virtue of the aforesaid Development Agreement coupled with the said Power of Attorney and as confirmed vide the said registered Deed of Confirmation dated 13/07/2007, the said M/s. Life Housing became entitled to develop and/or to redevelop the said property as more particularly described in the Third Schedule hereunder written, as SRA Project/S. R. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Life Housing from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that may be imposed by the Competent Authority in the matter relating to regulation 33(10) of Development Control Regulations, 1991, as



amended and the Rules made there-under and now as per the amended DCR 2034.

[15] THAT the said property as described in the Third Schedule hereunder written is stated to have occupied by the numerous occupant/s/tenant/s/ Slum-Dwellers, who had in turn formed amongst themselves into a proposed Housing Society in the name and styled as "Souparnika Co-operative Housing Society" (Proposed), hereinafter for the sake of convenience referred to as "the said Souparnika Society (proposed)".

The salient features as to the derivation of right, title and interest of the above referred to properties at Reference No. 4, which are more particularly described in the Fourth Schedule hereunder written, are as follows:

[16] THAT originally the name of (1) Yashoda Dharma Sakpal, since the year 1968, is shown as appearing in the Extracts of the Property Registered Cards/ Ruled Cards as maintained by the Revenue Authorities with regard to the said property as more particularly described in the Fourth Schedule hereunder written being the property as referred to at Serial No. 4 above.

[17] THAT the Mutation/Ferfar, mutated/made as on 30/07/1994 records that the said (SMT) Yashoda Dharma Sakpal has died and that (1) Mr. Shankar Dharma Sakpal, (disappeared/missing), (2) Smt. Tai Sakharam Sonawane, (3) Smt. Draupadi Ganu Sakpal, (4) Mr. Gautam Ganu Sakpal, now deceased, (5) Mr. Sunil Ganu Sakpal, (6) Smt. Nanda Chabu Thorat and (7) Smt. Meena Ganesh Padhtare, hereinafter for the sake of convenience, collectively referred to as "the heirs and legal representatives of the original owner, (Smt.) Yashoda Dharma Sakpal", have claimed to be the co-owners of the above referred properties at Reference No. 4 viz. ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6855, admeasuring the said area of 197.8 square meters, CTS No. 6855/1 admeasuring 16.7 square meters, CTS No. 6855/2 admeasuring 44.8 square meters, CTS No. 6855/3 admeasuring 11.7 square meters and CTS No. 6855/8 admeasuring 110 square meters thus aggregating to 381 square meters, together with the structures then standing thereon, falling within the limits of H/E Ward Office of Municipal Corporation of Greater Mumbai and the same is more particularly described in the FOURTH SCHEDULE



hereunder written and hereinafter for the sake of convenience referred to as "the said property described in the Fourth Schedule hereunder written".

[18] THAT it appears that the said Smt. Tai Sakharam Sonawane died on 15/10/1998 and as a result whereof, her name came to be deleted from the column of navin-dharak of Extracts of the Property Registered Cards/Ruled Cards and the names of (1) Shri Deepak Sakharam Sonawane, (2) Shri Ramakant Sakharam Sonawane, (3) Smt. Asha Balaji Hathe, (4) Smt. Sujata Sunil Sankhe and (5) Smt. Rohini Gunaji Hathe, hereinafter for the sake of convenience, collectively referred to as "the heirs and legal representatives of the said deceased (Smt.) Tai Sakharam Sonawane", came to be mutated in the place and instead of the said deceased Tai Sakharam Sonawane, vide the Mutation Entry/Ferfar No. 454, duly mutated/made as on 29/09/2007, *inter alia* recording the names of the said heirs and legal representatives of the said deceased, Late (Smt.) Tai Sakharam Sonawane, who claimed the said undivided share of the said deceased Smt. Tai Sakharam Sonawane and to be the co-owners of the above referred properties at Reference No. 4, being the said property as more particularly described in the Fourth Schedule hereunder written.

[19] THAT in the premises aforesaid, the names of the said heirs and legal representatives of the said original owner, the said deceased, late Smt. Yashodha Dharma Sakpal and also the names of the said heirs and legal representatives of the said deceased, late Smt. Tai Sakharam Sonawane are appearing in the column of navin-dharak, as the co-owners, in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities vis-à-vis the said property as more particularly described in the Fourth Schedule hereunder written came to be transferred to their names in the Revenue Records and/or in the Extracts of the Property Registered Cards/Ruled Cards and as such their names are appearing in the Revenue Records.

[20] THAT the said heirs and legal representatives of the said deceased, late Smt. Yashodha Dharma Sakpal along with the said heirs and legal representatives of the said deceased late Smt. Tai Sakharam Sonawane, became entitled to the said property as more particularly described in the Fourth Schedule hereunder written by virtue of the Law of Succession /Hindu Succession Act 1955, by which the said deceased, Late Smt. Yashoda Dharma Sakpal and again the said deceased Late Smt. Tai Sakharam Sonawane, were governed at the time of their respective death. The structures on the said property as more particularly



described in the Fourth Schedule hereunder written was occupied by the tenant/s/occupant/s/slum dwellers and the same was also declared as the Slum Areas, by virtue of the afore-stated Slum Notification.

[21] THAT the said Smt. Draupadi Ganu Sakpal, along-with Mr. Sunil Ganu Sakpal, Smt. Meena Ganesh Padhtare, Smt. Tanuja Sunil Sakpal, Mr. Chabu Thorat (husband of Nanda Chabu Thorat) has entered into a Development Agreement dated 16/08/2006 with the Confirming Parties thereto unto and in favour of the said M/s. Life Housing, in respect of the said property as more particularly described in the Fourth Schedule hereunder written on as is where is basis and for the total lump-sum valuable consideration amount and in the manner as provided therein. The said Development Agreement dated 16/08/2006 though duly stamped, signed and executed by and between the parties thereto, the same could not be lodged for registration with the office of Sub Registrar of Assurances before the concerned Sub-Registrar within the prescribed time period under the provisions of the Indian Registration Act 1908. It is seen that the said Smt. Draupadi Ganu Sakpal had executed a General Power of Attorney dated 14/08/2006 in respect of the said property as more particularly described in the Fourth Schedule hereunder written unto and in favour of the partner/partners of the said M/s. Life Housing and thereby to enable them to do, execute and to perform all and the various acts, deeds, matters and things and in the manner as provided there-under. As stated above, as the said Development Agreement and the said Power of Attorney could not be registered within the prescribed period of limitation, and hence the said Smt. Draupadi Ganu Sakpal had executed a Deed of Declaration dated 05/09/2007 *interalia* confirming the execution of the aforesaid Development Agreement and subsequently and/or yet got executed a Deed of Confirmation dated 31/12/2007 by the heirs and legal representatives of the said deceased, Late Smt. Tai Sakharam Sonawane viz., by Mr. Deepak Sakharam Sonawane, Mr. Ramakant Sakharam Sonawane, Mrs. Sujata Sunil Rukhe, Mrs. Asha Babaji Hate and Mrs. Rohini Gunaji Hate in favour of the said M/s. Life Housing *interalia* adhering to and/or confirming and/or accepting the execution of the said Development Agreement dated 16/08/2006 in its favour and which said Deed of Confirmation dated 31/12/2007 was duly registered with the office of the Joint Sub-Registrar, Andheri 4 under Serial No. BDR-15/9351 /2007 on 31/12/2007. The tenant/s/occupant/s/ slum dwellers on the said property as more particularly described in the Fourth Schedule hereunder written have joined the said Souparnika Society (proposed). The said Life Housing has represented that



the said Development Agreement dated 16/08/2006 so also the said General Power of Attorney, dated 14/08/2006 executed by the said respective heirs and legal representatives of the said deceased, Late Smt. Yashoda Dharma Sakpal and also by the heirs and legal representatives of the said deceased, Late Smt. Tai Sakharam Sonawane, in its favour is valid, subsisting and binding upon the parties thereto and that the same is full force, effect a-c in operation.

[22] THAT by virtue of the aforesaid Development Agreement so also the said Power of Attorney has been confirmed vide the said registered Deed of Confirmation dated 31/12/2007, and hence, the said M/s. Life Housing became entitled to develop and/or to redevelop the said property as more particularly described in the Fourth Schedule hereunder written, as SRA Project/S. R. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Life Housing from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that maybe imposed by the Competent Authority in the matter relating to regulation 33(10) of Development Control Regulations, 1991, as amended and the Rules made there-under and now as per the amended DCR 2034.

[23] THAT the said property as described in the Third Schedule hereunder written is stated to have occupied by the occupant/s/tenant/s/Slum-Dwellers who in turn joined to the said Souparnika Society (proposed).

The salient features as to the derivation of right, title and interest of the above referred to properties at Reference No. 5, is also described in the Fifth Schedule hereunder written, are as follows:

[24] THAT originally the name of (1) Dhondu Balu Shinde, since the year 1969, is shown as then appearing in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities with regard to the said property as more particularly described in the Fifth Schedule hereunder written being the property as referred to at Reference No. 5 above.

[25] THAT the Mutation/Pher-Phar, mutated/made as on 25/06/1991 records that the said (Shri) Dhondu Balu Shinde has expired and that (1) Shri Krishna Dhondu Shinde and (2) Kum. Tulsibai Dhondu Shinde hereinafter for the sake of convenience, jointly referred to as "the heirs and legal representatives of the original owner, (Shri) Dhondu Balu Shinde", have claimed to be the co-owners

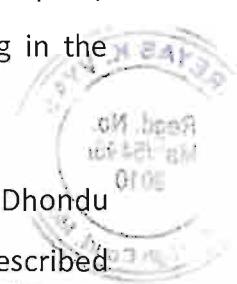


of the above referred properties at Reference No. 5 viz. ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6855/4, admeasuring 5.3 square meters, CTS No. 6855/5 admeasuring 9.3 square meters, CTS No. 6855/6 admeasuring 5.7 square meters and CTS No. 6855/7 admeasuring 10.2 square meters thus aggregating to 30.5 square meters together with the structures then standing thereon, falling within the limits of H/E Ward Office of Municipal Corporation of Greater Mumbai and the same is more particularly described in the FIFTH SCHEDULE hereunder written and hereinafter for the sake of convenience referred to as "the said property described in the Fifth Schedule hereunder written".

[26] THAT it appears that due to the demise of the said Shri Dhondu Balu Shinde, his name came to be deleted from the column of mul-dharak/original holder of the said Extracts of the Property Registered Cards/Ruled Cards and the names of the said (1) Shri Krishna Dhondu Shinde and (2) Kum. Tulsibai Dhondu Shinde, came to be mutated in the place and instead of the said deceased original holder vide the aforesaid Mutation Entry/Pher-Phar, duly mutated as on 29/09/2007, *inter alia* recording their names as the heirs and legal representatives of the said deceased, Late Shri Dhondu Balu Shinde, who claimed their undivided share, right, title and interest and to be the co-owners of the above referred properties at Reference No. 5, being the said property as more particularly described in the Fifth Schedule hereunder written.

[27] THAT in the premises aforesaid, the names of the said heirs and legal representatives of the original owner, the said deceased, late Shri Dhondu Balu Shinde came to be mutated in the column of navin-dharak, as the co-owners, in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities vis-à-vis the said property as more particularly described in the Fifth Schedule hereunder written and the same came to be transferred to their names in the Revenue Records and/or in the Extracts of the Property Registered Cards/Ruled Cards and as such their names are appearing in the Revenue Records.

[28] THAT the heirs and legal representatives of the said deceased, late Shri Dhondu Balu Shinde became entitled to the said property as more particularly described in the Fifth Schedule hereunder written by virtue of the Law of Succession/Hindu



Succession Act 1955, by which the said deceased, Late Shri Dhondu Balu Shinde was governed at the time of his death. The structures on the said property as more particularly described in the Fifth Schedule hereunder written were occupied by the tenant/s /occupant/s/slum dwellers and the same was also declared as the Slum Areas, by virtue of the afore-stated Slum Notification.

[29] THAT the said heirs and legal representatives of the original owner, the said deceased, late Shri Dhondu Balu Shinde, viz. the said (1) Shri Krishna Dhondu Shinde and (2) Kum. Tulsibai Dhondu Shinde now with her marital name as Smt. Tulsa Ramchandra Jadhav, through her Brother and Constituted Attorney, the said Shri Krishna Dhondu Shinde, vide the Deed of Conveyance dated 18/12/2008 made and executed at Mumbai in respect of the said property as more particularly described in the Fifth Schedule hereunder written, being the same property as more particularly described in the Schedule there-under written, unto and in favour of the said M/s. Babaji Builders, they have there-under sold, assigned, assured, transferred and conveyed the same unto it, for the valuable consideration and on the terms and conditions as more particularly provided thereat. The said Deed of Conveyance dated 18/12/2008 is duly registered with the office of Joint Sub Registrar of Assurances Andheri 4, Mumbai Sub-Urban District, Bandra, vide Serial No. BDR-15/10991/2008 also on 18/12/2008. However, despite of the said Deed of Conveyance dated 18/12/2008 by the said (1) Shri Krishna Dhondu Shinde and the said (2) Kum. Tulsibai Dhondu Shinde (marital name Tulsa Ramchandra Jadhav), their names continues to appear in the column of navin-dharak of the Extracts of the Property Registered Cards/Ruled Cards even as of date. The tenant/s/occupant/s/slum dwellers on the said property as more particularly described in the Fifth Schedule hereunder written have joined the said Souparnika Society (proposed).

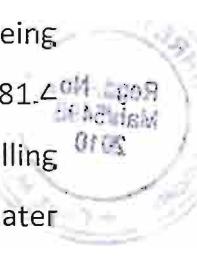
[30] THAT by virtue of the aforesaid registered Deed of Conveyance dated 18/12/2008, the said M/s. Babaji Builders became the sole and absolute owner of the said property as more particularly described in the Fifth Schedule hereunder written, and as a result whereof, it became entitled to develop and/or to redevelop the same as SRA Project/S. R. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Babaji Builders from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that maybe imposed by the Competent Authority in the matter relating to regulation 33(10)



of Development Control Regulations, 1991, as amended and the Rules made there-under and now as per the amended DCR 2034.

The salient features as to the derivation of right, title and interest of the above referred to properties at Reference No. 6 are also the said property as described in the Sixth Schedule hereunder written, are as follows:

- [31] THAT originally the name of one Mr. Louis Peter Galbao nee Galbano is appearing in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities with regard to the said property bearing CTS No. 6856, the tenure was shown as Agricultural Land, being one of the said properties as more particularly described in the Sixth Schedule written below, being one of the properties as referred to at Reference No. 6 above.
- [34] THAT there is Mutation/Pher-Phar, mutated/made as on 26/04/2011 vide Pher-Phar/Mutation Entry bearing No. 802, with regard to the tenure of the said all the other properties as referred to Reference No. 6 (save and except CTS No 6856) are shown as non-agricultural land and as a result whereof the name of the said Mr. Louis Peter Galbao nee Galbano came to be mutated on the basis of his name as appearing in the 7/12 Extract as maintained by the Revenue Authorities to that effect vis-à-vis the said respective properties. The said Mutation Entry No. 802 explicitly mentions about the mannerism in which the said Mutation Entry came to be certified by the Revenue Authorities in its records as maintained by it including the entry effected in the Extracts of the Property Registered Cards/Ruled Cards. As far as the other properties as referred to at Reference No. 6 to the above reference, records the name of the said Louis Peter Galbao nee Galbano since the year 1968 as the mul-dharak/original holder. It is thus evident that the said Louis Peter Galbao nee Galbano has claimed to be the owner of the above referred properties at Reference No. 6 viz. ALL THOSE PIECES AND PARCELS of land and ground situated lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registratric District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing CTS Nos. 6856, admeasuring 58.50 square meters, CTS No. 6857, 6857/1 to 12 admeasuring 267.80 square meters, CTS Nos. 6863, 6863/1 to 18 admeasuring 461.3 square meters, CTS Nos. 6864B admeasuring 886.63 square meters, being the balance area of CTS Nos. 6864B, CTS Nos. 6864B/1 to 18 admeasuring 281.4 square meters, together with the structures then standing thereon, falling within the limits of H/E Ward Office of Municipal Corporation of Greater



Mumbai and the same is more particularly described in the SIXTH SCHEDULE hereunder written and hereinafter for the sake of convenience referred to as "the said property described in the Sixth Schedule hereunder written".

[33] THAT the said Louis Peter Galbao nee Galbano has based its claim to the said Property as described in the Sixth Schedule hereunder written by virtue of his name appearing till date in the Revenue Records viz. ir 7/12 Extract and in the Extracts of the Property Registered Cards/Ruled Cards and since being in possession of the said properties for the last several decades and coupled with the other documentary evidence in his possession and custody.

[34] THAT the said Louis Peter Galbao nee Galbano has entered into a Development Agreement dated 01/02/2005, along-with the Confirming Parties thereto unto and in favour of the said M/s. Life Housing, in respect of the said property as more particularly described in the Sixth Schedule hereunder written on as is where is basis and for the total lump-sum valuable consideration amount and in the manner as provided therein. The said Development Agreement dated 01/02/2006 though duly stamped, signed and executed by and between the parties there-to, the same could not be lodged for registration with the office of Sub Registrar of Assurances before the concerned Sub-Registrar within the prescribed time period for registration under the provisions of the Indian Registration Act 1908. As stated above, since the said Development Agreement could not be registered within the prescribed period of limitation, the said Louis Peter Galbao nee Galbano has executed a Deed of Confirmation dated 17/03/2007 *interalia* confirming the execution of the aforesaid Development Agreement by him in favour of the said M/s. Life Housing *interalia* adhering to and/or confirming and /or accepting the execution of the said Development Agreement dated 01/02/2005 in its favour and which said Deed of Confirmation dated 17/03/2007 was duly registered with the office of the Joint Sub-Registrar, Andheri 4 under Serial No. BDR-15/1946 /2007 on 17/03/2007. The tenant/s/occupant/s/ slum dwellers on the said property as more particularly described in the Sixth Schedule hereunder written have joined the said Souparnika Society (proposed).

[35] THAT consequent upon the execution of the said Development Agreement, the said Louis Peter Galbao nee Galbano has also executed a General Power of Attorney also dated 01/02/2006 in favour of the partner/partners of the said M/s. Life Housing and/or in its favour *interalia* appointing it and or its said

partners as his true and lawful constituted attorneys, vis-à-vis the said property as more particularly described in the Sixth Schedule hereunder written and to do, execute and to perform all and/or the various acts, deeds, matters and things in his name and on his behalf in the implementation of the said Development Agreement and also the said S. R. Scheme and/or the said SRA Project and/or in the manner the said M/s. Life Housing may deem fit and proper in its sole and absolute discretion.

[36] THAT by virtue of the aforesaid Development Agreement coupled with the said Power of Attorney and as confirmed vide the said registered Deed of Confirmation dated 17/03/2007, the said M/s. Life Housing became entitled to develop and/or to redevelop the said property as more particularly described in the Sixth Schedule hereunder written, as SRA Project/S. R. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Life Housing from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that maybe imposed by the Competent Authority in the matter relating to regulation 33(10) of Development Control Regulations, 1991, as amended and the Rules made there-under and now as per the amended DCR 2034.

[37] THAT the said property as described in the Sixth Schedule hereunder written is stated to have occupied by the numerous occupant/s/tenant/s/ Slum-Dwellers, who had in turn joined to the said Souparnika Society (proposed). The said Life Housing has represented that the said Development Agreement dated 01/02/2005 coupled with the said General Power of Attorney, also dated 01/02/2005 executed by the said owner in its favour is valid, subsisting and binding upon the parties thereto and that the same is full force, effect and in operation.

The salient features as to the derivation of right, title and interest of the above referred to property at Reference No. 7, is also more particularly described in the Seventh Schedule hereunder written, are as follows:

[38] THAT originally the tenure of the said property at Reference No. 7 above is shown as non-agricultural land since the year 1968 or so and was classified as C Category. The name of one Philip Dominic Baptista is shown as bracketed meaning thereby his said name was deleted and/or removed and the same is evident from the remarks to that effect as appearing in the Extract of the



Property Registered Card/Ruled Card as maintained by the Revenue Authorities with regard to the same. The said property as more particularly described in the Seventh Schedule below written being the property as referred to at Reference No. 7 above

[39] THAT the Mutation/Pher-Phar, mutated/made as on 08/07/2004 vide Pher-Phar Mutation Entry bearing No. 186, the tenure of the said property as referred to the Reference No. 7, the name of one Smt. Helen Prabha Patre came to be mutated on the basis of her name as appearing in the 7/12 Extract, also based on the Sale Deed and as a result whereof, the name of the said Philip Dominic Baptista then appearing in Revenue Records in the column of Mul-Dharak, since the year 1968 was deleted and/or was removed therefrom and was shown as "Imla Malik" in the column of "Dharak", as maintained by the Revenue Authorities to that effect. The said Mutation Entry No. 186 explicitly mentions about the mannerism in which the said Mutation Entry came to be certified by the Revenue Authorities in its records as maintained by it including the entry effected in the Extract of the Property Registered Card/Ruled Card.

[40] THAT by Deed of Conveyance dated 04/01/1959 made and executed at Bombay by one Pedro Mingle Kini in favour of one Amiya Petro, in respect of the then open area of 5 Gunthas, about 606 square yards and bearing Survey No. 158, Hissa No. 24, the said Pedro Mingle in turn sold, assigned, conveyed, transferred and conveyed unto the said Amiya Petro the said area and for the valuable consideration and on the terms and conditions as provided thereunder. The said Deed of Conveyance dated 04/01/1959 was duly registered with the office of Sub Registrar of Assurances at Bandra under Serial No. 218/1959 on 04/02/1959. It is represented and declared by the said Smt. Helen Prabha Petro that the said Amiya Petro alias Arthur Manmohan Patre died on 11/04/1967, intestate and as a result whereof, his widow, the said Helen Prabha Petro had applied to the Hon'ble High Court for the Letters of Administration of the said deceased under the provisions of the Indian Succession Act, 1955, by which the said deceased Amiya Petro was governed at the time of his death. A Petition No. 547 of 1967 was filed in the High Court of Judicature at Bombay, in its testamentary and intestate jurisdiction *inter alia* for the Letters of Administration of the estate of the said deceased, Late Mr. Amiya Petro which included the said property as more particularly described in the Seventh Schedule hereunder written amongst his other estates. It was further represented by the said Helen Prabha Petro that by virtue of the said Letters of



Administration, she became entitled to administer and manage the estate of the said deceased, Late Amiya alias Arthur Petro, which included the said property as described in the Seventh Schedule hereunder written the same being at Reference No. 7 viz. ALL THOSE PIECES AND PARCELS of land and ground situate, lying and being at Village Kole-Kalyan, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-Urban District, bearing Survey No. 158, Hissa No. 23, corresponding to CTS Nos. 6864A, admeasuring 252.7 square meters, together with the structures standing thereon and falling within the limits of H/E Ward Office of Municipal Corporation of Greater Mumbai and the same is more particularly described in the SEVENTH SCHEDULE hereunder written and hereinafter for the sake of convenience referred to as "the said property described in the Seventh Schedule hereunder written".

- [41] THAT the said Helen Prabha Petro has based her claim to the said Property as described in the Seventh Schedule hereunder written also by virtue of her name appearing till date in the Revenue Records viz. in 7/12 Extract and in the Extracts of the Property Registered Cards/Ruled Cards and since being in possession for the last several decades and coupled with the other documentary evidence in his possession and custody.
- [42] THAT the said Helen Prabha Petro has entered into a Development Agreement dated 02/02/2007, unto and in favour of the said M/s. Life Housing, in respect of the said property as more particularly described in the Seventh Schedule hereunder written on as is where is basis and for the valuable consideration amount and in the manner as provided therein. The said Development Agreement dated 02/02/2007 has been duly stamped, signed and executed by and between the parties thereto, and the same is registered with the office of Sub Registrar Andheri 4 Mumbai Sub-Urban District, Bandra under Serial No. BDR-15/1571 of 2007 on 5th March 2007. The said Life Housing has represented that the said registered Development Agreement dated 02/02/2007 entered into by the said Helen Prabha Petro in its favour is valid, subsisting and binding upon the parties thereto and that the same is full force, effect and in operation.
- [43] THAT the tenant/s/occupant/s/slum dwellers on the said property as more particularly described in the Seventh Schedule hereunder written have joined the said Souparnika Society (proposed). By virtue of the said Development Agreement, the said M/s. Life Housing became entitled to proceed with the implementation of the said S. R. Scheme and/or the said SRA Project and/or in



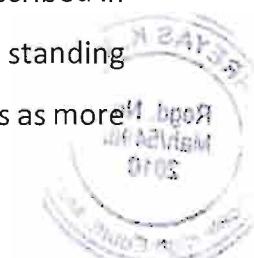
the manner the said M/s. Life Housing may deem fit and proper in its sole and absolute discretion vis-à-vis the said property as more particularly described in the Seventh Schedule hereunder written, the same being at Reference No. 7 above.

[44] THAT by virtue of the aforesaid Development Agreement dated 02/02/2007, the said M/s. Life Housing became entitled to develop and/or to redevelop the said property as more particularly described in the Seventh Schedule hereunder written, as SRA Project/S. R. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Life Housing from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that maybe imposed by the Competent Authority in the matter relating to regulation 33(10) of Development Control Regulations, 1991, as amended and the Rules made there-under and now as per the amended DCR 2034.

The salient features as to the derivation of right, title and interest of the above referred to property at Reference No. 8 is also as more particularly described in the Eighth Schedule hereunder written, are as follows:

[45] THAT originally the tenure of one of the said property bearing CTS Nos. 6864B (Part) (Sheet No. 6857/6) at Reference No. 8 above is shown as non-agricultural land since the year 1968 or so and was classified as C Category. The name of one Louis Peter Galbhao nee Galbano is shown as appearing in the column of "Rights of the Original Holder/Mul Dharak", since the year 1968 in the Extract of the Property Registered Card/Ruled Card as maintained by the Revenue Authorities with regard to the same. The said CTS Nos. 6864B (Part) being amongst the other properties are as more particularly described in the Eighth Schedule below written, being the property as referred to at Reference No. 8 above.

[46] THAT vide registered Deed of Conveyance dated 25/04/1990 made and executed at Bombay by the said Mr. Louis Peter Galbhao nee Galbano unto and in favour of one Mr. Shankar Janoo Pawar, in respect of the area of 35.27 square meters being the part of the said CTS Nos. 6864B (Part), the said Mr. Louis Peter Galbhao nee Galbano has there-under sold, assigned, assured, transferred and conveyed the said area of 35.27 square meters as more particularly described in the Schedule there-under written, together with the structure/s then standing thereon, for the valuable consideration and on the terms and conditions as more



particularly provided there-under. The said Deed of Conveyance dated 25.04.1990 was lodged for registration on 25.04.1990 with the office of Sub-Registrar, Bandra, and the said came to be duly registered under Serial No. P2363 of 1990 on 07.05.1991, in Book No. 1, Page Nos. 143 to 148 and Volume No. 628.

[47] THAT the Mutation/Pher-Phar was mutated/made to that effect as on 20/11/1991 by the City Survey Office vide its order also dated 20/11/1991 and as a result whereof the name of the said Shri Shankar Janoo Pawar came to be mutated in the column of "navin-dharak/holder" in respect of the said area of 85.27 square meters of the said CTS No. 6864B (Part). Thus the name of the said Shri Shankar Janoo Pawar is appearing as of date in the said column of "navin-dharak/holder" of the Extract of the Property Registered Card/Ruled Card pertaining to the said area of 85.27 square meters of the said CTS No. 6864B, being the part thereof. It is thus evident that the said Mr. Shankar Janoo Pawar became the sole and absolute owner of the said area of 85.27 square meters forming part of the said CTS No. 6864B.

[48] THAT there was structure on the said CTS No. 6864B as more particularly described in the Eight Schedule hereunder written and was occupied by the tenant/s /occupant/s/slum dwellers and the same was also declared as the Slum Areas, by virtue of the afore-stated Slum Notification and also as referred to herein-below

[49] THAT the said Mr. Shankar Janoo Pawar has entered into a Development Agreement dated 23/09/2011, unto and in favour of the said M/s. Life Housing, in respect of the said area of 85.27 square meters of the said CTS No. 6864B (Part) as more particularly described there at, along-with his close family members viz. (1) Gangubai Janoo Pawar, (2) Luv Janoo Pawar and (3) Ankush Janoo Pawar, by joining them as the confirming parties thereto, at and for the valuable consideration amount and in the manner as provided therein. The said Development Agreement dated 23/09/2011 has been duly stamped, signed and executed by and between the parties thereto, and the same has been duly registered with the office of Sub-Registrar of Assurances, Andheri 1, Mumbai Sub-Urban District, Bandra under Serial No. BDR-1/10969/2011 on 23.09.2011. Prior to the execution of the said Development Agreement and in view of the negotiation ensued between the said Mr. Shankar Janoo Pawar and the said M/s. Life Housing, the said Mr. Shankar Janoo Pawar had signed and executed a



General Power of Attorney also dated 17/02/2009 in respect of the said area of 85.27 square meters of the said CTS No. 6864B (Part) as more particularly described in the Eight Schedule hereunder written, *inter alia* conferring all the requisite powers and authorities in favour of the partner/partners of the said M/s. Life Housing and thereby empowering them /it, to do, execute and to perform all and/or the various other acts, deeds, matters and things as provided thereunder.

[50] THAT the said M/s. Life Housing has further represented that the said Development Agreement coupled with the said Power of Attorney, dated respectively, entered into by the said Mr. Shankar Janoo Pawar in its favour are both valid, subsisting and binding upon the parties thereto and that the same are in full, force, effect and in operation. The said M/s. Life Housing has further represented that the said structure/s on the said area of 85.27 square meters of the said CTS No. 6864B (Part) were/are occupied by the occupant/s/tenant/s, who in turn have also joined the said Souparnika Society (proposed).

[51] THAT by virtue of the aforesaid Development Agreement coupled with the said Power of Attorney dated respectively, the said M/s. Life Housing became entitled to develop and/or to redevelop the said property as more particularly described in the Eighth Schedule hereunder written, as SRA Project/S. R. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Life Housing from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that maybe imposed by the Competent Authority in the matter relating to regulation 33(10) of Development Control Regulations, 1991, as amended and the Rules made there-under and now as per the amended DCR 2034.

The salient features as to the derivation of right, title and interest of the above referred to properties as Reference No. 9 are also more particularly described in the Ninth Schedule hereunder written, are as follows:

[52] THAT originally the tenure of the said property bearing CTS Nos. 6865, 6865/1 to 3 at Reference No. 9 above [except CTS No. 6868, *admeasuring 234.5 square meters*] are shown as non-agricultural land since the year 1968 or so and was classified as C Category. The name of One Edward Lawrence Rodrigues is shown as appearing in the column of "Rights of the Original Holder/Mul-Dharak" in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the



Revenue Authorities with regard to the same. The said properties bearing CTS Nos. 6865, 6865/1 to 3 being amongst the other property bearing CTS Ho. 6868 are more particularly described in the Ninth Schedule below written being the property as referred to at Reference No. 9 above.

[53] THAT the Mutation/Pher-Phar, mutated/made as on 03/02/1996 vide Ferfar/Mutation Entry, pertaining to the area of the said CTS No. 6865 admeasuring 437.7 square meters and the original area of 523-4/9 came to be bracketed. It is further seen that vide the said Mutation/Pher-Phar, mutated/made as on 03/02/1996, the area of 93.7 square meters came to be deducted from the said total area of 437.7 square meters, which *inter alia* provides that the said area has been acquired by the said (1) Smt. Satpal Kaur M Singh, (2) Smt. Amarjeet Kaur J. Singh and (3) Smt. Kuljeet Kaur T. Singh.

[54] THAT originally the tenure of the said property bearing CTS Nos. 6866, 6866/1 to 6, at Serial No. 9 above is also shown as non-agricultural land since the year 1968 or so and was also classified as C Category. The name of the said Edward Lawrence Rodrigues is shown as appearing in the column of "Rights of the Original Holder/Mul-Dharak" in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities with regard to the same. The said properties bearing CTS Nos. 6866, 6866/1 to 6 being amongst the other properties and are more particularly described in the Ninth Schedule below written being amongst the other properties as referred to at Reference No. 9 above.

[55] THAT the said Edward Lawrence Rodrigues has based his claim to the said Property as described in the Ninth Schedule hereunder written, save and except CTS No. 6868, by virtue of his name appearing till date in the Revenue Records viz. in the Extracts of the Property Registered Cards/Ruled Cards and since being in possession for the last several decades and coupled with the other documentary evidence in his possession and custody.

[56] THAT the structures on the said properties as more particularly described in the Ninth Schedule hereunder written were occupied by the tenant/s/occupant/s/slum dwellers and the same was also declared as the Slum Areas, by virtue of the afore-stated Slum Notification and also as stated hereinbelow.

[57] THAT the said Edward Lawrence Rodrigues has further represented and declared that (1) Rita Rodrigues, [as his wife] (2) Micheal Rodrigues, [as his son] (3) Precila



[57]

Pires, [as his married daughter], (4) Lawerance Rcdrigues, [as his son] (5) Charmine Rodrigues [as his son] and (6) Llyod Rodrigues, [as his son], as his only heirs and legal representatives and hereinafter for the sake of convenience referred to as "the said heirs and legal representatives of the said Edward Lawerance Rodrigues".

[58] THAT the said Edward Lawerance Rodrigues has entered into a Development Agreement dated 01/07/2006, unto and in favour of the said M/s. Life Housing, in respect of the said properties as more particularly described in the Ninth Schedule hereunder written, along-with the said heirs and legal representatives of the said Edward Lawerance Rodrigues, on as is where is basis and for the valuable consideration amount and in the manner as provided therein. The said Development Agreement dated 01/07/2006 has been duly stamped, signed and executed by and between the parties thereto, but the same could not be lodged for registration with the office of Sub Registrar cf Assurances before the concernece registrar within the prescribed time period for registration under the provisions of the Indian Registration Act, 1908. Simultaneously or thereafter, the said Edward Lawerance Rodrigues has also signed and executed the General Power of Attorney also dated 01/07/2006 in respect of the said property as more particularly described in the Ninth Schedule hereunder written, *interalia* conferring all the requisite powers and authorities in favour of the partner/partners of the said M/s. Life Housing and for that empowering them/it, to do, execute and to perform all and/or the various other acts, deeds, matters and things as provided there-under and the said Power of Attorney forms the annexure as on the date of the registration of the said Development Agreement.

[59] THAT as stated above, as the said Development Agreement dated 01/07/2006 could not be registered within the prescribed period of limitation from the date of its execution, as prescribed under the Indian Registration Act, and hence the said Edward Lawrence Rodrigues executed a Deed of Confirmation dated 29/05/2007 in favour of the said M/s. Life Housing *interalia* adhering to and/or confirming and/or accepting the execution of the said Development Agreement dated 01/07/2006 in its favour and which said Deed of Confirmation dated 29/05/2007 was duly registered with the office of the Joint Sub-Registrar, Andheri 4 under Serial No. BDR-15/4085/2007 on 30/05/2007. The tenant/s/ occupant/s/slum dwellers on the said property as more particularly described in the Ninth Schedule hereunder written have joined the said Souparnika Society (proposed).



[60] THAT the said Life Housing has represented that the said Development Agreement dated 01/07/2006 coupled with the said General Power of Attorney, dated 01/07/2006 executed by the said Edward Lawerance Rodrigues in respect of the said properties as more particularly described in the Ninth Schedule hereunder written and in its favour are both valid, subsisting and binding upon the parties thereto and that the same is full force, effect and in operation.

[61] THAT by virtue of the aforesaid Development Agreement coupled with the said Power of Attorney both dated respectively, the said M/s. Life Housing became entitled to develop and/or to redevelop the said property as more particularly described in the Ninth Schedule hereunder written, as SRA Project /S. F. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Life Housing from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that maybe imposed by the Competent Authority in the matter relating to regulation 33(10) of Development Control Regulations, 1991, as amended and the Rules made there-under and now as per the amended DCR 2034.

The salient features as to the derivation of right, title and interest of the above referred to properties at Reference No. 10 are also more particularly described in the Tenth Schedule hereunder written, are as follows:

[62] THAT originally the tenure of the said property bearing CTS Nos. 6884A, Sheet No. 6884A/1, CTS Nos. 6884A/1 to 19 (Sheet Nos. 6884A/1 to 19) at Reference No. 10 above is shown as non-agricultural land since the year 1958 or so, classified as C-1 and was subsequently C-1 was bracketed and was classified as "C" Category. The names of (1) Gangroopar (Gaspar) Digo Galbao (Galbano), (2) Joana Mary Galbao (Galbano), (3) Edward Peter Galbao (Galbano), (4) Joseph Peter Galbao (Galbano) And (5) Nicolas Peter Galbao (Galbano), is shown as was appearing in the column of "Rights of the Original Holder/Mul-Dharak" in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities with regard to the same. The said properties bearing CTS Nos. 6884A, 6884A/1 to 19 being amongst the other properties, are more particularly described in the Tenth Schedule below written, being the same property as referred to at Reference No. 10 above.

[63] THAT the Mutation/Pher-Phar, mutated/made as on 31/05/1990 in respect of the said properties as described in the Tenth Schedule hereunder written, the



name of Mr. Garupar (GASPAR) Digo Galbao came to be bracketed due to his demise on 03/04/1989 and that the names of (a) Mr. Bastav Gaspar Galbao (Galbano), (B) Mr. Freddie Gaspar Galbao (Galbano) and (C) Mr. Michael Gaspar Galbao (Galbano), came to be mutated in the column of Navin Dharak of the Extracts of the Property Registered Cards/Ruled Cards, as the heirs and legal representatives of the said late Mr. Garupar (Gaspar) Digo Galbao as per the family arrangements *inter se* as arrived between them and the other family members. In the premises aforesaid, the names of the said (a) Mr. Bastav Gaspar Galbao (Galbano), (B) Mr. Freddie Gaspar Galbao (Galbano) and (C) Mr. Michael Gaspar Galbao (Galbano), are mutated in the column of Navin Dharaka of the Extracts of the Property Registered Cards/Ruled Cards and as the heirs and legal representatives of the said deceased late Mr. Garupar (Gaspar) Digo Galbao and they have claimed themselves to be the co-owners of the said properties as more particularly described in the Tenth Schedule hereunder written and hence, their names are appearing in the column of the Rights of the Original Holder/Mul-Dharak in the Extracts of the Property Registered Cards/Ruled Cards as maintained by the Revenue Authorities with regard to the said CTS No. 6884A, 6884A/1 to 19, being amongst the other properties bearing CTS No. 6884B, as referred to at Reference No. 10 above and since being in possession for the last several decades and coupled with the other documentary evidence in his possession and custody. [However, the names of the Mul Dharak as then appearing in the Extracts of the Property Registered Cards/Ruled Cards were deleted and/or were removed based on the aforesaid arrangements, thereby retaining the names of only aforesaid 3 co-owners viz., (a) Mr. BASTAV GASPAR GALBAO (GALBANO), (B) Mr. FREDDIE GASPAR GALBAO (GALBANO) And (C) Mr. MICHAEL GASPAR GALBAO (GALBANO)].

[64] THAT the said Bastav Gaspar Galbao nee (Galbano) has further represented and declared that the said two other co-owners of the said properties as more particularly described in the Tenth Schedule hereunder written, viz. the said Mr. Freddie Gaspar Galbao (Galbano) and the said Mr. MICHAEL Gaspar Galbao (Galbano) has executed a Power of Attorney dated 11/04/2007 in respect of the said properties at Serial No. 10 above in his favour, *inter alia* authorizing and permitting him to enter into Agreement for Sale, Deed of Conveyance, etc. and in the manner he, the said Bastav Gaspar Galbao, may deem fit and proper in his sole and absolute discretion.



[65] THAT the said Mr. Bastav Gaspar Galbao (Galbano) has entered into a Development Agreement styled as dated 20/08/2006, unto and in favour of the said M/s. Life Housing, in respect of the said properties as more particularly described in the Tenth Schedule hereunder written along-with (1) Mr. Peter Sebastian Galbano, (2) Mr. Ashley Sebastian Galbano (3) Mr. Romeo Sebastian Galbano, (4) Mr. Joyston Sebastian Galbano and (5) Ms. Jessel Sekastir Galbano, as the Confirming Parties thereto, on as is where is basis and for the valuable consideration amount and in the manner as provided therein. The said Development Agreement styled as dated 20/08/2006, was presented for adjudication on 18/01/2007 and there is a certificate issued under Section 41 of the Bombay Stamp Act, 1958, bearing Adjudication No. A/2209/2005, by the Office of Collector of Stamps. It can be seen that the said Development Agreement was registered on 12/04/2007 and there is an index-ll issued by the Office of the Joint Sub-Registrar of Assurances at Anchorage-4, MSD, Bandra interalia registering the same under the provisions of the Indian Registration Act, 1908, under Serial No. BDR-15/2669/2007 on 12/04/2007. The said Life Housing has further represented that the said Development Agreement though styled as dated 20/08/2006, the same has been signed by the said Mr. Freddie Gaspar Galbao (Galbano) and Mr. Michael Gaspar Galbano (Galbano), and by way of abundant caution, a copy of the General Power of Attorney, dated 11/04/2007 is annexed to the said Development Agreement. The said Life Housing has further represented that the said Development Agreement though styled as dated 20/08/2006 executed by the said co-owner in its favour is valid, subsisting and binding upon the parties thereto and that the same is full force, effect and in operation. It is further represented that the said Development Agreement though styled as dated 20/08/2006, for all the practical purpose, the same has been treated as the Development Agreement dated 12/04/2007. The said Life Housing has further represented to Ascent Infra Space that there is also a General Power of Attorney executed by the said Mr. Bastav Gaspar Galbao (Galbano) in its favor and the same is also valid, subsisting and binding upon the parties thereto.

[66] THAT the tenant/s/occupant/s/slum dwellers on the said properties as more particularly described in the Tenth Schedule hereunder written have joined the said Souparnika Society (proposed). The said Life Housing has represented that the said Development Agreement styled as dated 20/08/2006 coupled with the said General Power of Attorney executed by the said owner/s/cc-owners in its favour is valid, subsisting and binding upon the parties thereto and that the



same is full force, effect and in operation. By virtue of the aforesaid, the said M/s. Life Housing became entitled to do, execute and to perform all and/or the various acts, deeds, matters and things in the name/s of the said owner/co-owners and/or on his/their behalf in the implementation of the said Development Agreement and also the said S. F. Scheme and/or the said SRA Project and/or in the manner the said M/s. Life Housing may deem fit and proper in its sole and absolute discretion vis-à-vis the said properties as more particularly described in the Tenth Schedule hereunder written, the same being at Serial No. 10 to the above reference.

[67] THAT as aforesaid, the said properties as more particularly described in the First to Tenth Schedules hereunder respectively written were also *declared as the Slum Areas*, likewise that of the said property as respectively described in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Schedules hereunder written, vide the said Notification dated 14/11/1977, published vide Maharashtra Govt. Gazette published on 16/02/1978. (except 100 square meters of CTS No. 6866, 6866/1 to 6)

[68] THAT in or about the year 2007 or thereafter, the said Jasmine Society (proposed) through its then Chief Promoter, has entered into a Development/ Redevelopment Agreement dated 27/01/2007 with the said M/s. Babaji Builders, *interalia* to develop CTS Nos. 6852, 6353, 6854 & 6855, aggregatey admeasuring 410.4 square meters as the SRA Project and/or S.R. Scheme under Regulation No. 33 (10) of Development Control Regu ations, 1991, as amended and the Rules made there-under, hereinafter for the sake of convenience referred to as "the said DCR, 1991" and pursuant to the Resolution dated 27/01/2007 passed by the said Jasmine Society (proposed) and in the manner and also on the terms and conditions as provided there-under. The said Jasmine Society (proposed) has then executed a General Power of Attorney dated 27/03/2007 in respect of the said CTS Nos. 6852, 6853, 6854 & 6855 in favour of the said M/s. Babaji Builders and/or in favour of its Partner/s *interalia* authorizing it/them to do, execute and to perform all and/or all the various acts, deeds, matters and things and in the manner as provided there-under and/or in furtherance of the implementation of S. R. Scheme and SRA Project. The said M/s. Babaji Builders has also obtained individual corsent and/or joint consent /affidavit from the tenant/s/occupant/s/slum dwellers of the said Jasmine Society (proposed) occupying their respective tenements on the said property as more particularly described in the said First, Second, Third and Fourth



Schedule hereunder written including the said MHADA Land, in compliance of the requirement of the implementation of the said S. R. Scheme and/or the said SRA Project, then proposed.

[69] THAT in the aforesaid background of the matter, the said M/s. Babaji Builders has initially in or about the year 2009, submitted a scheme of redevelopment to Slum Rehabilitation Authority pertaining to the said CTS Nos. 6852, 6852/1 to 2, being the said properties as more particularly described in the Second Schedule hereunder written through its then Architect Shri Jitendra Deolekar of M/s. Ellora Architect & Engineers acting for Jasmine Society Proposed. It appears from the orders and/or correspondence that the said proposal was not proceeded further due to the numbers of eligible tenants being only 5 (five). The said scheme was approved vide L.O.I. No. SRA/ENG/1745/HE/PL/ L.O.I. dated 07th January 2009 as S. R. Scheme of the private landlords/owners. It was held by the Slum Rehabilitation Authority that the said S. R. Scheme is not viable due to odd shape of the plot and small in size.

[70] THAT it further appears from the records of the Slum Rehabilitation Authority that subsequently the said Architect Shri Jitendra Deolekar has resigned from the said proposed S. R. Scheme and in his place Shri P.G. Redekar of M/s. G.M. Architect Private Ltd. came to be appointed as the new Architects by the said M/s. Babaji Builders.

[71] THAT by passage of time, the said M/s. Babaji Builders negotiated with the said M/s. Life Housing inter alia to develop the said properties bearing CTS Nos. 6852, 6852/1 to 2 as more particularly described in the Second Schedule hereunder written along with the said CTS Nos. 6855, 6855/1 to 8 (part), as more particularly described in the Fifth Schedule hereunder written. The said negotiations were concluded by the execution of the Joint Venture Agreement dated 08/10/2009 by and between the said M/s. Life Housing and the said M/s. Babaji Builders. The said Life Housing has further represented that the said Joint Venture Agreement dated 08.10.2009 is valid, subsisting and binding upon the parties thereto. The terms and conditions of the said Joint Venture Arrangement are self-explanatory. It is further evident from the said Joint Venture Arrangement that the said M/s. Life Housing has acquired the development rights in respect of the other adjoining properties and/or those of the contagious properties as described in Clause 11 of the said Development Agreement and the said Joint Venture Arrangement was entered into between



the parties in order to enable the said M/s. Life Housing to implement the said redevelopment project by way of cluster development scheme as permitted by the Slum Rehabilitation Authority. As far as the derivation of the right, title, interest and authority of the said M/s. Life Housing vis-à-vis the said properties as described in Clause 11 of the said Joint Venture Arrangement forms the part and parcel of the properties as described in the respective schedules hereunder written.

[72] THAT in or about the year 2007 or thereafter, the said Souparnika Society (proposed) through its then Chief Promoter, has entered into a Development/Redevelopment Agreement dated Nil/01/2009-24/06/2009 with the said M/s. Life Housing, *interalia* to develop CTS Nos. 6855, 6857, 6857/1 to 12 6863, 6863/1 to 18, 6864B, 6864B/1 to 18, 6865, 6855/1 to 3, 6866, 6866/1 to 6, 6868, 6884A, 6884A/1 to 19, 6884B, 6885, 6885/1 to 7, 6855, 6855/1 to 3, 6855/8, 6854, 6854/1 to 5, 6864A as more particularly described in the First Schedule there-under, being the properties as respectively described in the Fifth to Tenth Schedules hereunder written and as the SRA Project and/or S.R. Scheme under Regulation No. 33 (10) of Development Control Regulations, 1991, as amended and the Rules made there-under, hereinafter for the sake of convenience referred to as "the said DCR, 1991" and pursuant to the Resolution dated 25/02/2007 passed by the said Souparnika Society (proposed) and in the manner and also on the terms and conditions as provided there-under. The said Souparnika Society (proposed) has then executed a General Power of Attorney dated 25/06/2009 in respect of the said properties including that of the said MHADA Land and in favour of the said M/s. Life Housing and/or in favour of its Partner/s *interalia* authorizing it/them to do, execute and to perform all and/or all the various acts, deeds, matters and things and in the manner as provided there-under and/or in furtherance of the implementation of S. R. Scheme and SRA Project. The said M/s. Life Housing has also obtained individual consent and/or joint consent/affidavit from the tenant/s/occupant/s/slum dwellers of the said Souparnika Society (proposed) occupying their respective tenements on the said property as more particularly described in the said Fifth to Tenth Schedules hereunder respectively written inducing that of the said MHADA Land and the other lands, in compliance of the requirement of the implementation of the said S. R. Scheme and/or the said SRA Project, then proposed.



[73] THAT by virtue of the aforesaid Development Agreement coupled with the said Power of Attorney both dated respectively, the said M/s. Life Housing became entitled to develop and/or to redevelop the said properties as more particularly described in the First to Tenth Schedules hereunder respectively written, as SRA Project/S. R. Scheme and in the manner it may deem fit and proper and subject to the approvals and sanctions to be obtained by the said M/s. Life Housing from Slum Rehabilitation Authority and at its own costs, charges and expenses and also in compliance of the terms and conditions that maybe imposed by the Competent Authority in the matter relating to regulation 33(10) of Development Control Regulations, 1991, as amended and the Rules made there-under and now as per the amended DCR 2034.

[74] THAT it is further evident from the afore-stated diverse deeds and documents that the said M/s. Life Housing has acquired the right, title, interest and authorities from the said various diverse and different owners/co-owners of the respective properties as detailed herein above. The said M/s. Life Housing has further represented in its documents and/or agreements that all the aforesaid deeds and documents executed by the respective owners/co-owners of the respective properties as described in the respective schedules hereunder written are valid, subsisting and binding upon the parties thereto and that the same are in force, effect and in operation.

[75] THAT it is also seen from the aforesaid various diverse deeds and documents that the occupant/s/ tenant/s on the said properties as more particularly and respectively described in the First and Second Schedules hereunder written have merged with the occupant/s/tenant/s of the remaining Third to Tenth Schedules hereunder written and ultimately became the members of the said Souparnika society proposed, which said properties also came to be declared as the slum areas by virtue of the said notification as referred to above.

[76] THAT as a result of the aforesaid joint development, the said two (2) respective societies viz. the said Jasmine Society Proposed has passed the requisite Resolution/General Body Resolution (GBR) dated 06/10/2009 whereby it is resolved that the eligible occupants/slum dwellers were ready to merge with the said Souparnika Society Proposed and that the said Souparnika Society Proposed has in turn submitted the said requisite GBR/Resolution in respect of the acceptance of the said eligible slum dwellers/members of the said Jasmine Society Proposed in its society. The same has been accordingly observed and



recorded by the Slum Rehabilitation Authority in its order passed, while considering the then proposed amalgamation and revision of the Slum Rehabilitation Authority scheme on the said properties claimed by the said Jasmine Society Proposed and those of the said properties claimed by the said Souparnika Society Proposed, vide reference bearing No. SRA/ENG/1745/HE/PL/ML/L.O.I. of the year 2010 (29.06.2010). It is thus further evident that the said initial proposal submitted, came to be amended *inter alia* to enable the said M/s. Life Housing to develop the said properties as described in the respective Schedules hereunder written comprising of the said MHADA land with that of the private claimants/owners/co-owners and further to develop the same as per the then prevailing regulation 33(10) of the said Development Control Regulations, 1991, as then amended. The said revised proposal for amalgamation and revision of the said S. R. Scheme of the said properties as described therein, being the same properties as more particularly described in the First to Tenth Schedules hereunder respectively written, and forms the integral part of this title report.

[77] THAT in the premises aforesaid, the approvals and/ or the revised L.O.I. (First Revised) dated 29/10/2010 was obtained by the said M/s. Life Housing, thereby obtaining approval and sanctions from the Slum Rehabilitation Authority for the redevelopment of the said SRA Project as S. R. Scheme of that of the Private Landholders (PL) and also that of MHADA Land (ML).

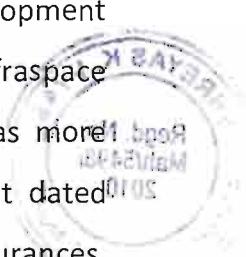
[78] THAT Slum Rehabilitation Authority vide its Letter dated 01.10.2010 bearing Reference No. SRA/ENG/ 1745/HE/PL/ML/L.O.I. addressed to (1) the said Architect Shri P.G. Redekar of M/s. G.M. Architect Private Ltd., (2) the said M/s. Life Housing and (3) the said Souparnika Society Proposed has directed that as the said S. R. Scheme referred to in the subject of the said letter since approved by its office, the premium was made applicable as per the Government Notification issued under No. TPB/4308/897/CR-145 /08/UD-11 of 16.04.2008 wherein the said developer, the said M/s. Life Housing/the said Souparnika Society Proposed were required to pay premium @ 25% in terms of the Ready Reckoner in respect of the said Slum Rehabilitation Scheme then being undertaken on the land belonging to MHADA and bearing CTS Nos. 5608A and 6853, 6853/1 to 2. The said Demand Letter for Premium dated 01.10.2010 *inter alia* provided for the payment of the premium for the said MHADA Land claimed by MHADA, which said property are more particularly described in the First Schedule hereunder written and aggregately admeasuring 1933 square



meters. The said developer, the said M/s. Life Housing has paid the said payment vide 3 different installments aggregately amounting to Rs. 1,91,36,700/- (Rupees One Crore Ninety One Lakhs Thirty Six Thousand and Seven Hundred only). The aforesaid payment was made by the said developer as directed by the Slum Rehabilitation Authority vide its said letter dated 01.10.2010 and strictly pertaining to the said property as described in the First Schedule hereunder written.

[79] THAT the said M/s. Life Housing has represented to Ascent Infraspace Pvt Ltd. (hereinafter for the sake of convenience referred to as "*the said Ascent Infraspace*" about the derivation of its right, title, interest and authority to develop and/or to redevelop the above referred to properties at Reference Nos. 1 to 10, being the said properties as more particularly described in the First to Tenth Schedules hereunder respectively written. Pursuant to the said representations, negotiations ensued between the parties and the arrangement interse between them was recorded vide a Term Sheet dated 01.10.2016 executed by the said M/s. Life Housing in favour of one M/s. Crescent Construction, a partnership firm and one of the Group Company of the said Ascent Infraspace. The said Term Sheet dated 01.10.2016 interalia records the commercial understanding between the parties thereto. By passage of time, the said M/s. Crescent Construction issued a letter dated 11.02.2020 duly addressed to the said M/s. Life Housing and/or to its partners *interalia* recording its NOC for entering into a direct agreement for development of the above referred to properties by the said Ascent Infraspace.

[80] THAT the said M/s. Life Housing has signed and executed a registered Development Agreement dated 29/10/2020 in favour of the said Ascent Infraspace *interalia* on the basis of the representation made by it there-under and entrusting the development rights in respect of the above referred to properties at Reference Nos. 1 to 10, being the said properties as more particularly described in the First to Tenth Schedules hereunder respectively written, being the same properties as more particularly described in the Schedule to the said Development Agreement. The said Development Agreement between the said M/s. Life Housing and the said Ascent Infraspace is for the valuable consideration and on the terms and conditions as more particularly provided there-under. The said Development Agreement dated 29/10/2020 is duly registered with the office of Sub-Registrar of Assurances,



Andheri 4 Mumbai Sub-Urban District, Bandra, under Serial No. BDR4-1086-2021 on 03/02/2021.

[81] THAT simultaneously upon the execution of the said Development Agreement, by the said M/s. Life Housing in favour of the said Ascent Infraspace, it has also signed and executed an irrevocable General Power of Attorney dated 03/02/2021 in favour of the said Ascent Infraspace and/or its Director and Authorised Signatories, vis-à-vis the said properties as described in the Schedule thereunder written, being the same properties as more particularly described in the First to Tenth Schedules hereunder written, and also for the valuable consideration received by the said M/s. Life Housing and/or receivable by it under the said Development Agreement, thereby authorizing, allowing and permitting the said Ascent Infraspace and/or its Director/s to do, execute and to perform all the necessary acts, deeds, matters and things vis-à-vis S.R. Scheme/SRA Project in respect of the said properties and on the basis of the approvals and sanctions accorded to it by the Slum Rehabilitation Authority vide the above referred to various diverse permissions, approvals, sanctions etc. accorded to the said M/s. Life Housing from time to time. The said Irrevocable General Power of Attorney dated 03/02/2021 is also duly registered with the office of Sub-Registrar of Assurances, Andheri 4, Mumbai Sub-Urban District, Bandra, under Serial No. BDR4-1089/2021 also on 03/02/2021.

[82] THAT the Advocate acting for the said Life Housing has issued to it Six (6) diverse Title Certificates, all dated 20/02/2009, respectively pertaining to the properties as described in the respective Schedules hereunder written. Ascent Infraspace shall rely upon the said title certificates issued by the said Advocate of the said Life Housing, as and when produced. However, in one of the said title certificate dated 20/02/2009 issued by the said Advocate of the said Life Housing, in para 8(i) thereof, there is a reference to the pendency of an unnumbered Civil Suit at City Civil Court at Dindoshi filed by the brothers of Louis Peter Galbano, allegedly claiming their share in the properties bearing CTS Nos. 6864-B, 6864-B/1 to 18, 6857, 6857/1 to 12 and 6856, as described in the Sixth Schedule hereunder written. Upon inquiry with the said Life Housing it is revealed that the said reference to the said Civil Suit before the Hon'ble Dindoshi Court pertains to Civil Suit No. 3871 of 2006, filed by Mr. Walter Peter (Piter) Galbano against the said Louis (Luis) Peter (Piter) Galbano and another and that the said Civil Suit has been dismissed for default on 28/01/2009 and by way of abundant caution the same has been verified by me from the official website of the Hon'ble Court.



[83] THAT it has been brought to the notice of Ascent Infraspace by Life Housing about pendency of a Long Cause Civil Suit No. 34 of 2015, filed by one Mr. Simon Roque (alias Rocky) Louis Galbano & 2 Ors. against the said Life Housing and 9 others including Chief Executive Officer of Slum Rehabilitation Authority, Municipal Corporation of Greater Mumbai, etc., *interalia* a simplicitor's Suit for Injunction restraining the said Life Housing as the Defendants from selling, alienating, etc. in terms of flat/s/unit/s, etc. in the proposed new building to be constructed on some of the properties bearing CTS Nos. 6864-B, 6864-B/1 to 18, 6857, 6857/1 to 12 and 6856, as described in the Sixth Schedule hereunder written the same being at the above Reference No. 6. However, Ascent Infraspace has gone through the papers and proceedings handed-over to it by the said Life Housing which shows that as of date there are no prohibitory/restraining orders passed by the Hon'ble Court as against any of the parties to the said Suit and that the said Suit is pending before the said Hon'ble Court. It can be stated that the said Suit is a Simplicitor Suit for Injunction, without any substantial prayers pertaining to any of the properties referred to herein.

[84] THAT it has also been brought to the notice of Ascent Infraspace by the said Life Housing that it has filed a Writ Petition bearing No. 1953 of 2019 before the Hon'ble High Court of Judicature at Bombay, in its Ordinary Original Civil Jurisdiction against the State of Maharashtra & Ors. *interalia* challenging therein the Order dated 07/05/2019, passed by the Apex Grievance Redressal Committee, Government of Maharashtra (AGRC) in an Application (L) No. 222 of 2018, filed by one Shri. Nerus Patrick Baptista, against the Dy. Collector (City)/Slum Rehabilitation Authority and three others *interalia* for the reliefs as prayed for therein. The said Order pertains to one of the CTS No. 6864A, admeasuring 253 (252.70) square meters, of Village Kole-Kalyan, Taluka Andheri, Santacruz [East], Mumbai Sub-Urban District, referred to in the above referred to Reference No. 7, being the said CTS No. 6864A as more particularly described in the Seventh Schedule hereunder written. Vide the said Order dated 07/05/2019, the said Apex Grievance Redressal Committee, Government of Maharashtra (AGRC) has directed the Chief Executive Officer/Slum Rehabilitation Authority to carve out an area of 252.70 (rounded about 253 square meters), bearing the said CTS No. 6864A from the sanctioned subject of S R Scheme of Souparnika Co-operative Housing Society, as/ being implemented by the said Life Housing under Regulation 33 (10) of DCR, 1991. THAT the said Life Housing being aggrieved by the said Order dated 07/05/2019 passed by AGRC, the said Writ Petition was preferred. The Hon'ble High Court vide Order

dated 03/01/2020 upon hearing the parties and on the due consideration stayed the operation of the said impugned Order dated 07/05/2019 and on the condition that the said Life Housing shall not carry out the eviction of the said Nerus Patrick Baptista (Respondent No. 5 to the said Writ Petition) from the project site till the next date. The said Writ Petition is pending before the Hon'ble High Court for its final adjudication. In view of the pendency of the said Writ Petition and the orders passed therein, the Slum Rehabilitation Authority while issuing the approval to the amended plan for sale building No. 3 in the said SRA Scheme on the properties described in the subject of the said approval dated 20/03/2020, bearing no. SRA/ENG/ 2622/HE/PL & MHL/AP has vide clause 7 thereof took the notarized undertaking from Life Housing by way of indemnity, *inter alia* indemnifying the SRA and its staff for any future litigation if any arising in the near future by way of outcome of the said pending Writ Petition and that the said Life Housing shall abide by and/or bind as per the final outcome of the orders that may be passed in the said pending Writ Petition.

[85] THAT the said M/s. Life Housing simultaneously on the execution of the aforesaid Development Agreement coupled with the said Irrevocable General Power of Attorney pertaining to the said properties as respectively described in the First to Tenth Schedules hereunder written, has also signed and executed a Declaration pertaining to the said properties/S. R. Scheme/SRA Project *inter alia* adhering to and confirming its aforesaid right, title, interest and authority so also its right to assign and/or to transfer the development rights in favour of the said Ascent Infraspace of the said S. R. Scheme/SRA Project and/or that of the said properties as more particularly described in the First to Tenth Schedules hereunder respectively written. Vide the said Joint Declaration, the said M/s. Life Housing has confirmed having handed over the possession of the said properties together with the construction then commenced by it thereon unto the said Ascent Infraspace *inter alia* with the full right, absolute power and authority unto it, to commence, continue and to complete the construction work on the said properties in implementation of the said S. R. Scheme/SRA Project and in furtherance of the approvals and sanctions accorded to the said M/s. Life Housing and with further powers and authorities to the said Ascent Infraspace to apply for and to obtain all such further and other approvals, sanctions and permissions that maybe required from time to time for the effectual implementation and completion of the SRA Project in all the respects.



[86] THAT by virtue of the aforesaid Development Agreement dated 29/10/2020 coupled with the said Irrevocable General Power of Attorney, dated 03/02/2021, both duly registered, the said Ascent Infraspace has commenced the construction work on the said properties as per the Plans and Specifications duly approved and sanctioned by the Slum Rehabilitation Authority thereby it became entitled to construct the rehab building/s and also the sale component building and in implementation of the S. R. Scheme/SRA Project, being the project implemented under the provisions of the said Slum Act. The said Ascent Infraspace became entitled to sell the sale component area in terms of flat/s/unit/s /apartment/s/premises/shop/s/office/s/gala/s and for the allocation and/or allotment of parking slot/s/ garage/s/stack parking/s/open parking/stilt parking /podium level parking/basement parking, etc. in the ~~sale~~ component area coming to its shares in terms of the said Development Agreement and to sell the same in the open market and to appropriate the ~~sale~~ proceeds to itself and in the manner it may deem fit and proper in its sole and absolute discretion and subject to the said NOC to be first obtained by it from Slum Rehabilitation Authority.

[87] THAT the said Ascent Infraspace is required to register the said project with "The Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017" [MRERA] and that the development of the said S. R. Scheme/SRA Project shall be subject to the registration of the said project with the Competent Authority.

Date: 5th April 2021



SHREYAS K. VYAS

Advocate High Court

