

Ref: 1/TC/RER/57/21

Hand Delivery

Date: 16/09/2021

To

Maharera,

Mumbai, Maharashtra

TITLE CERTIFICATE

ALL THAT PIECE AND PARCEL OF LAND OR GROUND BEARING C.T.S. NO. 57 (PART), ADMEASURING ABOUT 3230.95 SQ. MTRS. (INCLUDES TIT BIT LAND), BUILDING NOS. 19, 20, 21, 24 STANDING THEREON AND 602.58 SQ. MTRS. (INCLUDES TIT BIT LAND), OF BUILDING NO. 25 (ROW HOUSES) STANDING THEREON AGGREGATING TO 3833.53 SQ. MTRS (INCLUDES TIT BIT LAND), OUT OF TOTAL PROPERTY ADMEASURING 5624.12 SQ. MTRS. SITUATE, LYING AND BEING AT VILLAGE PAHADI-GOREGAON, GOREGAON (WEST), TALUKA BORIVALI LYING AND BEING IN THE REGISTRATION SUB-DISTRICT MUMBAI SUBURBAN.

We have investigated the title of the said Plot on the request of the M/s. Asmi Developers and following documents:-

1. Description of the property:



All that piece and parcel of land or ground bearing C.T.S. No. 57 (part), admeasuring about 3230.95 sq. Mtrs. (includes tit bit land) and 602.58 sq. Mtrs. (includes tit bit land) aggregating to 3833.53 sq. Mtrs (includes tit bit land) situate, lying and being at village Pahadi-Goregaon, Goregaon (West), Taluka Borivali lying and being in the registration sub-district Mumbai suburban.

2. The Documents of Allotment of Plot:

- i) Lease Indenture dated 9th June, 1997, bearing registration no. PBDR2/1396/97;
- ii) Sale Deed dated 09th June, 1997, bearing registration no. PBDR2/1398/97;
- iii) Agreement for Redevelopment dated 30th April, 2006;
- iv) Supplementary Agreement for Redevelopment dated 3rd August, 2007 and Deed of Declaration and Confirmation dated 3rd August, 2007 bearing registration no. BDR-12-05897-2007, registered on 3rd August, 2007;
- v) General Power of Attorney dated 3rd August, 2007 bearing registration no. BDR-12-05898-2007, registered on 3rd August, 2007;
- vi) Second Supplementary Agreement for Redevelopment dated 10th March, 2016 bearing registration no. BRL5-2252-2016, registered on date 10th March, 2016;

- vii) Deed of Cancellation / Cancellation of Power of Attorney dated 10th March, 2016 bearing registration no. BRL5-2253-2016, registered on 10th March, 2016;
- viii) Irrevocable Power of Attorney dated 10th March, 2016 bearing registration no. BRL5-2254-2016, registered on 10th March, 2016;
- ix) Irrevocable Power of Attorney dated 10th March, 2016 bearing registration no. BRL5-2255-2016, registered on 10th March, 2016;
- x) Memorandum of Agreed Terms (MOAT) dated 10th March, 2016;
- xi) Deed of Rectification dated 26th February, 2019 bearing registration no. BRL4-3111-2019, registered on 26th February, 2019;
- xii) Redevelopment Agreement dated 26th February, 2019, bearing registration no. BRL4-3112-2019, registered on 26th February, 2019;
- xiii) Irrevocable Power of Attorney dated 26th February, 2019, bearing registration no. BRL4-3114-2019, registered on 26th February, 2019;
- xiv) Deed of Confirmation cum Declaration dated 8th July, 2021, bearing registration no. BRL4-8381-2021, registered on dated 8th July, 2021;
- xv) Property cards dated 07th April, 2018;
- xvi) Search Report dated 20th July, 2021;



3. OWNER OF THE LAND:

- i) Maharashtra Housing and Area Redevelopment Authority ("MHADA") is Lessor of the aforementioned property and the Goregaon Unnati Co-operative Housing Society Ltd. duly registered under the provisions of Maharashtra Co-operative Housing Societies Act, 1960 bearing registration no. BOM/HISG/TO/8908, dated 25.11.1994 ("Society") is the Lessee of the Plot.
- ii) By Deed of Lease dated 9th June, 1997, duly registered before the Sub-registrar of Assurances demised the all that piece and parcel of land or ground bearing C.T.S. No. 57(Part), admeasuring about 5624.12 sq. mtrs. (including tit bit land) situate, lying and being at Village Pahadi-Goregaon, Goregaon (West), Taluka Borivali lying and being in the Registration Sub-District Mumbai Suburban, (hereinafter to be referred as the "Entire Property") in the favor of the said Society for the period of 99 years with effect from 1st January, 1995.
- iii) By virtue of Deed of Sale dated 9th June, 1997 duly registered before the Sub-Registrar of assurances, the Lessor i.e. MHADA sold, transferred and conveyed all its rights, title and interest in respect of building nos. 19 to 25 standing on the said leasehold Plot;
- iv) Under the various Agreements M/s Asmi Developers, a Partnership firm that have been permitted to develop the schedule property.



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v) The report reflecting the flow of the title of the Developer on the said property is enclosed herewith as Annexure.

Encl: Annexure

Date: 16/09/2021.

K. K. TIWARI
ADVOCATE
LAKSHYAVEDHI LEGAL

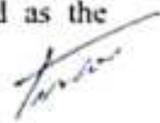
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ANNEXURE-A

FLOW OF THE TITLE OF THE SAID PROPERTY

ALL THAT PIECE AND PARCEL OF LAND OR GROUND BEARING C.T.S. NO. 57 (PART), ADMEASURING ABOUT 3230.95 SQ. MTRS. (INCLUDES TIT BIT LAND), BUILDING NOS. 19, 20, 21, 24 STANDING THEREON AND 602.58 SQ. MTRS. (INCLUDES TIT BIT LAND), OF BUILDING NO. 25 (ROW HOUSES) STANDING THEREON AGGREGATING TO 3833.53 SQ. MTRS (INCLUDES TIT BIT LAND), OUT OF TOTAL PROPERTY ADMEASURING 5624.12 SQ. MTRS. SITUATE, LYING AND BEING AT VILLAGE PAHADI-GOREGAON, GOREGAON (WEST), TALUKA BORIVALI LYING AND BEING IN THE REGISTRATION SUB-DISTRICT MUMBAI SUBURBAN.

1. The Goregaon Unnati Co-operative Housing Society Limited, (hereinafter to be referred as "**the said Society**"), a co-operative Housing Society duly registered under the provisions of Maharashtra Co-operative Housing Societies Act, 1960 bearing registration no. BOM/HSG/TO/8908, dated 25.11.1994, received leasehold rights of all that piece and parcel of land bearing C.T.S. No. 57(Part), admeasuring about 5624.12 sq. mtrs. in total (including tit bit land) situate, lying and being at Village Pahadi-Goregaon, Goregaon (West), Taluka Borivali lying

- and being within the Registration Sub-District Mumbai Suburban (hereinafter to be referred as **"the Entire Property"**) from the Mumbai Housing And Area Development Board (previously known as "Bombay Housing Board") (**"MHADA"**) by a Lease Deed dated 9th June, 1997, for the period of 99 years with effect from 1st January, 1995 duly registered before the office of the Sub-Registrar of Assurances, Mumbai bearing registration no. PBDR2/1396/97;
2. By virtue of Deed of Sale dated 09th June, 1997, duly registered before the office of the Sub-Registrar at Borivali, bearing registration no. PBDR2/1398/97, executed by MHADA in favor of the Society, wherein MHADA sold, transferred and conveyed all its rights, title and interest in respect of 56 tenements/members residents of building nos.19 to 25 (**"seven buildings"**) constructed on the said Leasehold Plot;
3. The said Society consists of total 56 tenements/members and shareholders residing in the building nos. 19 to 25. Out of the seven buildings, the buildings bearing nos. 19, 20, 21 and 24 (**"four buildings"**) consisting of 32 members in total decided to go for redevelopment of their respective four buildings standing on all that piece and parcel of land bearing C.T.S no.57(Part), admeasuring about 3230.95 sq. mtrs. (including tit bit land), (hereinafter to be referred as the **"Larger plot"**);
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4. The Society on behalf of the four buildings passed a resolution, entrusting the work of redevelopment of the four buildings to M/s S. D. Construction ("Developer") and construct new multi-storied buildings on the said Larger plot;
5. The Society entered into Agreement for Redevelopment dated 30th April, 2006 with M/s S. D. Construction, Developer, wherein the said Society granted redevelopment rights to M/s S. D. Construction for the said larger plot.
6. The Society and the Erstwhile Developer executed First Supplementary Agreement for Redevelopment on 3rd August, 2007 modifying certain clauses of the Redevelopment Agreement dated 30th April, 2006 ("hereinafter referred to as the "First Supplementary Agreement"). A Deed of Declaration and Confirmation dated 3rd August, 2007 was executed between the Society and M/s S.D. Construction (hereinafter to be referred as "the Deed of Confirmation"), for registration of Redevelopment Agreement. The said Deed of Declaration and Confirmation was duly registered on 3rd August, 2007 before the office of Sub-registrar of Mumbai Suburban, Borivali division bearing registration no. BDR-12-05897-2007. By the aforesaid Deed of Declaration and confirmation, the Society confirmed the execution of the Agreement for Redevelopment for the said larger plot;
7. In consonance of the Agreement for Redevelopment dated 30th April, 2006 and deed of Declaration and Confirmation dated 3rd August, 2007, the said Society

executed a General Power of Attorney dated 3rd August, 2007 which was duly registered before the Sub-registrar of Mumbai Suburban, Borivali division bearing registration no. BDR-12-05898-2007, registered on 3rd August, 2007, in favor of Mr. Shekhar Dadarkar of M/s S.D. Construction;

8. The Society terminated the Redevelopment Agreement dated 30th April, 2006 and First Supplementary Agreement dated 3rd August, 2007, Deed of Declaration and Confirmation dated 3rd August, 2007 and General Power of Attorney dated 3rd August, 2007 vide notice dated 13th April, 2015;

9. The M/s S.D. Construction was aggrieved by the above said termination and hence filed Arbitration Petition no.1607/2015 and Arbitration Application no. (L) 1116/2015 before the Hon'ble High Court of Bombay for seeking reliefs as prayed therein. By the consent of the said Society and M/s S.D. Construction the Arbitration Petition was amended and M/s Asmi Developers was inducted as one of the Respondents. The said Society, M/s S.D. Construction and M/s Asmi Developers filed Consent Term on 30th October, 2015 in the Arbitration Petition no.1607/2015 whereas the Arbitration Application (L) No. 1116/2015 was withdrawn by M/s S.D. Construction;

10. As per the above referred Consent term, the said Society, M/s S.D. Construction and M/s Asmi Developers executed a Tripartite Second Supplementary Agreement for Redevelopment dated 10th March, 2016 bearing registration no.

BRL5-2252-2016, duly registered on 10th March, 2016. By the said Second Supplementary Agreement, the said Society granted its irrevocable consent to M/s S.D. Construction for jointly developing the said Larger Plot with M/s Asmi Developers. M/s S.D. Construction had declared that it has already agreed to sale and transfer 35333 sq. ft. saleable area to various third parties;

11. In consonance of the Second Supplementary Agreement, a Memorandum of Agreed Terms ("MOAT") dated 10th March, 2016 came to be executed between M/s S.D. Construction and M/s Asmi Developers. Mr. Shekhar Dadarkar, Proprietor of M/s S.D. Construction executed Irrevocable Power of Attorney dated 10th March, 2016 in favor of partners of M/s Asmi Developers. The said Irrevocable Power of Attorney was duly registered bearing registration no. BRL5-2255-2016, registered on 10th March, 2016. On the basis of the aforementioned MOAT and Irrevocable Power of Attorney, M/s Asmi Developers was duly authorized to jointly and severally develop the said larger plot;

12. The said Society via Deed of Cancellation dated 10th March, 2016 bearing registration no. BRL5-2253-2016, registered on 10th March, 2016, revoked and cancelled forever the General Power of Attorney dated 3rd August, 2007 bearing registration no. BDR12-5898-2007. Simultaneously, the Society executed an Irrevocable Power of Attorney dated 10th March, 2016 bearing registration no. BRL5-2254-2016, registered on dated 10th March, 2016 in favour of M/s Asmi

Developers and/or their Partners/nominees to jointly redevelop the said Larger plot:

13. Thereafter, the building no.25 consisting of 6 row houses ("**Row Houses**") of the said Society land area admeasuring 602.58 sq. mtrs. Bearing CTS no. 57 (part), being part of the said entire property (hereinafter to be referred as "**the second plot**") agreed to join in the redevelopment alongwith said four buildings (comprising of 32 members). The said Society by its Special General Body Meeting held on 2nd July, 2017 unanimously passed a resolution for redevelopment of the said Row Houses with Larger Plot. An Agreement for Redevelopment for building no.25 came to be executed between the said Society, members/occupiers of six Row Houses, M/s S.D. Construction and M/s Asmi Developers. The said Agreement for Redevelopment of building no.25 came to be executed on dated 26th February, 2019, bearing registration no. BRL4-3112-2019, registered on 26th February, 2019;

14. Thereafter, a Deed of Rectification dated 26th February, 2019 was executed between the said Society, M/s S.D. Construction and M/s Asmi Developers to rectify certain errors and shortcomings in the Second Supplementary Agreement dated 10th March, 2016. The said Deed of Rectification was duly registered before the Sub-registrar of Mumbai Suburban, Borivali division bearing registration no.BRL4-3111-2019;

15. In consonance of the above referred said Agreement for Redevelopment of building no.25, an Irrevocable Power of Attorney dated 26th February, 2019 was duly registered on 26th February, 2019 bearing registration no. BRLA- 3114-2019, was executed by the said Society in favor of partners of M/s Asmi Developers;
16. Thereafter, a Deed of Confirmation cum Declaration dated 8th July, 2021 came to be executed between the said Society, M/s S.D. Construction as party of second part and M/s S.D. Construction as the party of Third part. As per the said Deed of Confirmation cum Declaration, M/s S. D. Construction declared and confirmed that M/s Asmi Construction shall be solely and absolutely entitled to develop the said larger plot alongwith plot admeasuring 602.58 sq. mtrs, and to take all the benefits and advantages under the Redevelopment Agreements including building no.25. M/s Asmi Developers is entitled to develop the said larger plot alongwith the said second plot.
17. In the circumstances, we are of the opinion that the title of Goregaon Unnati Co-operative Housing Society Limited is clear and marketable from all encumbrances on the said plot and beyond reasonable doubt. On the basis of various agreements as described above M/s. Asmi Developers are authorized to carry out Development of the said larger plot alongwith the said second plot;
18. **Property Card:**
- i) Property Card bearing CTS No. 57 (Part) dated 07.04.2018;

ii) Search Report dated 20th July, 2021 for the last 30 years from 1991 to 2020 taken from sub-registrar's office at Mumbai/Mumbai Suburban by clerk Dattaram G. Sail;

iii) By Agreement for Redevelopment dated 30th April, 2006, Deed of Confirmation dated 03th August, 2007, Supplementary Agreement, Development Agreement dated 10th March, 2016, Development Agreement dated 26th February, 2019, Deed of Confirmation dated 8th July, 2021;

iv) No pending litigation;

Place: Mumbai.

Dated: 16/09/2021



K. K. TIWARI
ADVOCATE
LAKSHYAVEDHI LEGAL