

Ajay D. Gaikwad

B.L.S., LL.B., D.C.L.

ADVOCATE, HIGH COURT



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Dated: 14/03/2020

TITLE CLEARANCE CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

Ref : Land bearing C.T.S. No.154B & 155B, Survey No.48 part of Village-
Majas, Andheri East, Mumbai, admeasuring total 2802 Sq. Mtrs.

This is to certify that, I have investigated the title of M/S. SHRIMATI ENTERPRISES through its partners MR.RAKESH KUMAR AGRAWAL, age-adults, Occ. Business, carrying out its business of land development and building constructions having its office at – 203, Raikar Bhavan, Sector-17, Vashi, Navi Mumbai, 400 703, in respect of Plot of Land bearing C.T.S. No.154B & 155B, Survey No.40 part of Village- Majas, Andheri East, Mumbai, admeasuring total 2802 Sq. Mtrs.

1. AND WHEREAS the Mumbai Housing and Area Development Board had allotted two plots of land on lease to the M/S.SARVODAYA NAGAR RAJESH CO-OPERATIVE HOUSING SOCIETY LTD. Registered society vide registration No.MUM/MAHADB/W-KE/HSG/TC/11317/2001-2002, SAID SOCIETY which were admeasuring 2802, square meters and were lying and situated at Village Majas, Taluka Jogeshwari, MSD, bearing Survey No.48 (Part), CTS No.154.B shall hereafter be referred to as the SAID PLOTS OF LAND.



2. AND WHEREAS the SAID SOCIETY paid the consideration payable to MHADA for acquiring the SAID PLOTS OF LAND thereafter the SAID SOCIETY engaged services of TRADING AND FINANCE PRIVATE LIMITED, a company engaged in the business of constructions and development, for getting the lease Deed executed in favour of the SAID SOCIETY.
3. AND WHEREAS LEASE DEED dated 29-11-2001 was executed by MHADA in favour of the SAID SOCIETY and the physical possession of the SAID PLOTS OF LAND was also handed over to the SAID SOCIETY.
4. AND WHEREAS the SAID SOCIETY got the plans sanctioned and also got the LOD in respect of the said properties and as per sanctioned plans, the SAID SOCIETY got two buildings were named as 'A' & 'B' wings.
5. AND WHEREAS as per MHADA Scheme and its policy, MHADA had permitted the SAID SOCIETY to use additional MAHADA FSI /TDR on the SAID PLOTS OF LAND to the extent of equivalent to area of the SAID PLOTS OF LAND.
6. AND WHEREAS in the General Body Meeting of the SAID SOCIETY that took, place on 29-04-2006, the SAID SOCIETY authorized M/s. SHRIMATI DEVELOPERS, a partnership firm engaged in the business of building and construction, on terms and conditions as agreed between them, to develop the said available MHADA FSI / TDR ON THE SAID PLOTS OF LAND, and the SAID SOCIETY had agreed to enroll the Flats/Units purchaser as members of the SAID SOCIETY.



7. THE AGREEMENT dated 16-05-2006 was executed between the SAID SOCIETY on one part and said M/s. SHRIMATI DEVELOPERS, a partnership firm engaged in business of construction and development on the other part and the terms so agreed between the parties were reduced into writing. The SAID SOCIETY also had executed an GENERAL POWER OF ATTORNEY in favour of partners of M/s. SHRIMATI DEVELOPERS which was duly notarized before a Nadu Public on 18-12-2006. Thus the SAID SOCIETY had given the development rights for all the available MHADA FSI/ TDR on the SAID PLOTS OF LAND to M/s. SHRIMATI DEVELOPERS as stated therein, and said available MHADA FSI/TDR was to be purchased, developed constructed and sold at their own costs and discretion.
8. AND WHEREAS the said M/s. SHRIMATI DEVELOPERS could constrict 'C' Wing only by utilizing 880 square meters of the TDR as approved by MHADA wide letter No.CO/MB/ARCHT/NOC/F-350/19/0 02.01.2006 which also incomplete and could not Wings by utilizing entire available FSI/TDR.
9. AND WHEREAS the said M/s. SHRIMATI DEVELOPERS approached M/s. SHRIMATI ENTERPRISES, and proposed to assign to them all their right for construction and development of available balance MHADA FSI/ TDR on the SAID PLOTS OF LAND which they had acquired vide Agreement dated 16-05-2006 and Irrevocable General Power of Attorney notarized on 18-12-2006.



10. AND WHEREAS the SAID DEVELOPERS agreed for the same and accordingly a MEMORANDUM OF UNDERSTANDING dated 2nd day of May, 2008 was executed between M/s. SARIMATI DEVELOPERS and M/s. SHRIMATI ENTERPRISES, and the SAID SOCIETY was the confirming party to the said agreement. Subsequently, DEED OF CONFIRMATION CUM DECLARATION DATED 16-02-2009 was executed by the said M/s. SHRIMATI DEVELOPERS i.e. as party of the one Part and M/s. SHRIMATI ENTERPRISES i.e. the SAID DEVELOPERS therein as the party of the SECOND Part and M/s. SARVODAYA NAGAR RAJESH CO-OPERATIVE HOUSING SOCIETY LTD as party of the Third Part, appropriate Stamp Duty and Registration Charges were paid and the said MEMORANDUM OF UNDERSTANDING along with DEED OF CONFIRMATION CUM DECLARATION was duly registered vide BADAR4-01888-2009 on 4-03-2009 and even INDEX II was obtained. Thus whatever rights were obtained and held by said M/s. SHRIMATI DEVELOPERS for development of available MHADA FSI/ TDR and remained to be used and developed, were transferred by to M/s. SHRIMATI ENTERPRISES with consent of SAID SOCIETY.

11. AND WHEREAS the Flat Purchasers OF 'C' wing of the SAID SOCIETY were aggrieved with the said M/s. SHRIMATI DEVELOPERS as they were not admitted as members of the SAID SOCIETY due to certain unfulfilled terms by M/s. SARIMATI DEVELOPERS, the SAID SOCIETY wrote letters to M/s. SARIMATI DEVELOPERS and M/s. SHRIMATI TRADING AND FINANCE PRIVATE LIMITED for redressal of their grievances as well as the grievances of the members of the SAID SOCIETY.



12. AND WHEREAS the said M/s. SHRIMATI DEVELOPERS as well as M/s. SHRIATI TRADING AND FINANCE PRIVATE LIMITED did not responded to the correspondence of the SAID SOCIETY, the managing Committee of the SAID SOCIETY and later on the SPECIAL GENERTAL BODY of the SAID SOCIETY hele meeting and unanimously resolved in those meetings to terminate the development agreement of said M/s. SHRIMATI DEVELOPERS and sent notices dated 25-06-2010 and 17-07-2010 to M/s. SHRIMATI DEVELOPERS and to M/s. SHRIATI TRADING AND FINANCE PRIVATE LIMITED stating therein the decision of terminating of Development Agreement.
13. And WHEREAS the letters of dated 25.06.2010 and 17.07.2010 reached the hands of the party of the First Part and henace Mr. Rakesh Kumar Agarwal the partner of M/s. Shrimati Enterprises contacted the SAID SOCIETY on the subject of those two letters and held a meeting at SOCIETY OFFICE with the Hon. Chairman and Hon. Secretary to know the grievances of the members of the society.
14. And whereas the grievances of the Said Society and its members as well as of the Flat Purchases of the C wing were placed before the party of the FIRST PART and the unfulfilled commitments of M/s. Shrimati developers were bought to the notice of the party of the FIRST PART.
15. AND WHEREAS due deliberations took place between them any of parties came to an understanding so that grievances of the said society and or its members and of the Flat Purchases of "C" wing are redressed to the maximum and further development and construction of D & E wing by



using the balance available MHADA FSI/ TDR on the SAID PLOT LAND is smoothly carried out.

16. AND WHEREAS the tentative mutual commitments arrived at between the party of the First Part and the Hon. Chairman and Hon. Secretary of the said Society were placed before the Managing Committee meeting that took place on 21.08.2010 and again placed the same before the special General Body meeting that took place on the subject on 24.08.2010 and discussed tentative commitments from both sides.

17. AND WHEREAS the Special General Body Meeting of the Said Society has agreed to the Mutual commitments in toto and it was decided that the commitments must be fulfilled by both the parties within agreed time. The Hon. Chairman and the Hon. Secretary of the SAID SOCIETY were authorized and or directed to execute this Memorandum of Understanding which will be an addendum / extension to earlier MOU of dated 02.05.2008 and Deed of Confirmation dated 16.02.2009 that are executed in favor of the Developer and register this MOU with the appropriate registering authority incorporating all the terms and conditions agreed by both the parties and also they are authorized and or directed to execute Fresh Irrevocable General Power of Attorney also in favour of the Developer.

9. I have scrutinize the following documents :-

- a. LEASE DEED dated 29-11-2001 was executed by MHADA in favour of the SAID SOCIETY.
- b. AGREEMENT dated 16-05-2006 was executed between the SAID SOCIETY on one part and said M/s. SHRIMATI DEVELOPERS,



- c. The SAID SOCIETY also had executed an GENERAL POWER OF ATTORNEY in favour of partners of M/s. SHRIMATI DEVELOPERS which was duly notarized before a Nadu Public on 18-12-2006.
- d. MEMORANDUM OF UNDERSTANDING dated 2nd day of May, 2008 was executed between M/s. SARIMATI DEVELOPERS and M/s.SHRIMATI ENTERPRISES, and the SAID SOCIETY was the confirming party to the said agreement.
- e. Subsequently, DEED OF CONFIRMATION CUM DECLARATION DATED 16-02-2009 was executed by the said M/s. SHRIMATI DEVELOPERS i.e. as party of the one Part and M/s. SHRIMATI ENTERPRISES i.e. the SAID DEVELOPERS therein as the party of the SECOND Part and M/s. SARVODAYA NAGAR RAJESH CO-OPERATIVE HOSING SOCIETY LTD as party of the Third Part.

From all the above relevant papers and documents produced before me, I am of the opinion that, the TITLE of M/S. SHRIMATI ENTERPRISES through its partners MR.RAKESH KUMAR AGRAWAL in respect of develop the said Plot of Land bearing C.T.S. No.154B & 155B, Survey No.48 part of Village- Majas, Andheri East, Mumbai, admeasuring total 20802 Sq. Mtrs. is clear, marketable and free from all encumbrances of any nature whatsoever.



(AJAY D. GAIKWAD)

Advocate, High court
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