

"TITLE CERTIFICATE"

Ref No. : HJJC/Title/HOC/04/2017

Re: **All that** piece or parcel of lands hereditaments and premises situate, lying and being at Sahakar Road No.1, near Achanak Colony, Vile Parle (East), bearing Survey No. 51, Hissa No.2 and bearing corresponding CTS No. 196 of Village Vile Parle (East), Taluka Andheri, within the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai admeasuring 1603.70 sq.yds. equivalent to 1340.30 sq. mtrs. or thereabouts together with the structures standing thereon ("**Said First Property**")

And

All that piece and parcel of the plot of land bearing C.T.S. No. 199 admeasuring approx. 97 sq. mtrs equivalent to 1044.10 sq. ft. or thereabouts together with structure standing thereon, lying being and situated at Revenue Village Vile Parle (E), Sahakar Marg, Tejpal Scheme, Road No. 5, Vile Parle (East), Mumbai – 400 057 ("**Said Second Property**")

(The said First Property and the said Second Property are hereinafter jointly referred to as the "**Said Property**")

At the request of our clients **M/s. Hari Om Construction** having its registered office at Pattathu Business Plaza, 7th Floor, CST Road, Kalina, Santa Cruz East, Mumbai 400 098 for an updated Title Certificate after issuance of Title Certificate by **M/s. Mahimtura & Co.** dated 10th March 2006 (**said Title Certificate**) in respect of the property more particularly described Firstly in the Schedule hereunder written (hereinafter referred to as "**the said Property**"), We have relied upon the Title Certificate issued by **M/s. Mahimtura & Co.** dated 10th March 2006 and the copy of the same is annexed hereto as **Annexure – 1**. Our clients have handed over to us documents of all transactions taken place subsequent to the issuance of the said Title Certificate in respect of the said Property and on perusal of the aforesaid documents, we opine as under:-



1. **A proposal** for the Slum Rehabilitation Scheme under clause 3.11 of Development Control Regulation 33(10) was submitted by M/s. Hari Om Construction to the Slum Rehabilitation Authority (**SRA**) and upon approval the SRA has issued Letter of Intent No. SRA/Eng/1304/KE/PL/LOI dated 05th September 2006 in respect of the Said First Property more particularly described Firstly in the Schedule hereunder written.
2. **As regards** plot bearing C.T.S. No. 199 admeasuring approx. 97 sq. mtrs equivalent to 1044.10 sq. ft. originally **Mr. Suresh Lalji Rathod, Late Mr. Chaganlal Keshav Panchal, Late Karsanbai Bhaggabai Lad and Mr. Balkrishna Keshav Bhogle** were the Co-Owners, each having 1/4th undivided share, right, title and interest in respect of the said Second Property more particularly described Secondly in the Schedule hereunder.
3. **The heirs of Late Mr. Chaganlal Keshav Panchal** are 1) Suresh Chaganlal Panchal, 2) Harendra Chaganlal Panchal, 3) Kishore Chaganlal Mistry (Panchal), 4) Shradha Shankarlal Bhogale @ Meenaben Chaganlal Panchal and 5) **Late Mr. Mahesh Changlal Panchal** who died intestate leaving behind him 1) Sarojben Mahesh Panchal, 2) Kirit Mahesh Panchal and 3) Seema D. Bengali @ Seema Mahesh Panchal as his legal heirs.
4. **Hence** 1) Suresh Chaganlal Panchal, 2) Harendra Chaganlal Panchal, 3) Kishore Chaganlal Mistry (Panchal) 4) Shradha Shankarlal Bhogale @ Meenaben Chaganlal Panchal 5) Sarojben Mahesh Panchal, 6) Kirit Mahesh Panchal and 7) Seema D. Bengali @ Seema Mahesh Panchal became entitled to have 1/4th undivided share, right, title and interest in respect of the said Second Property belonging to Late Chaganlal Keshav Panchal.
5. **By a Gift Deed** dated 12th May 2008, registered with the office of the Sub-Registrar at Andheri-2 under serial No. BDR4-3988-2008 on 12th ml

May, 2008 **Mr. Karsanbhai Bhaagabhai Lad** had transferred, assigned and conveyed by way of Gift his 1/4th undivided share, right, title and interest in the Said Second Property in the name of his two sons namely: 1) **Subhash Karsanbhai Lad** and 2) **Pravin Karsanbhai Lad**.

6. **Thereafter** by a Gift Deed dated 29th July 2013 registered with the office of the Sub-Registrar at Vile Parle under Serial No. BDR-1-8283 of 2013 on 5th August 2013, the said **Subhas Karsanbhai Lad** transferred, assigned and conveyed by way of Gift all his undivided right, title and interest in the said Second Property in favour of **Pravin Karsanbhai Lad**.

7. **Thus Mr. Pravin Karsanbhai Lad** became entitled to have 1/4th undivided share, right, title and interest in respect of the said Second Property belonging to Late Karsanbhai Bhaagabhai Lad.

8. **By a Gift Deed** dated 29th April 2014, registered with the office of the Sub-Registrar at Vile Parle under serial No. BDR1-3576-2014 on 29th April 2014, **Mr. Balkrishna Keshav Bhogle** had transferred by way of Gift his 1/4th undivided share, right, title and interest in the said Second Property in the name of his son **Mr. Nagesh Balkrishna Bhogle**.

9. **Thus Mr. Nagesh Balkrishna Bhogle** became entitled to have 1/4th undivided share, right, title and interest in respect of the said Second Property belonging to his father Balkrishna Keshav Bhogle.

10. **By a Deed of Conveyance** dated 16.07.2013 duly registered at the office of the Sub-Registrar under Serial No. BDR1-7479-2013 on 16.07.2013 executed by **Mr. Suresh Lalji Rathod** as Vendor therein of the First Part and **M/s Hari Om Construction** therein referred to as The Purchasers / Developers of the Second Part. The said Vendor therein conveyed his 1/4th undivided share, right, title and interest in the property more particularly mentioned secondly in the schedule

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hereunder written together with their structure Room No.4 in favour of the Purchasers/Developers therein for a consideration contained therein;

11. **By a Deed** of Conveyance dated 3rd November 2014 duly registered at the office of the Sub-Registrar under Serial No. BDR15-9240-2014 on 3rd November 2014 executed by **Mr. Nagesh Balkrishna Bhogle** as the Vendor therein of the First Part and **Mr. Balkrishna Keshav** as the Confirming Party therein of the Second Part and **M/s. Hari Om Construction** therein referred to as The Purchasers/Developers of the Third Part. The said Vendor therein conveyed his 1/4th undivided share, right, title and interest in the property more particularly mentioned secondly in the schedule hereunder written together with their structure Room No.3 in favour of the Purchasers/Developers therein for a consideration contained therein;

12. **By a Deed** of Conveyance dated 22.10.2013 duly registered at the office of the Sub-Registrar under Serial No. BDR-1-10758-2013 on 22.10.2013 executed by the legal heirs and representatives of **Late Mr. Chaganlal Keshav Panchal** and **Late Mahesh Chaganlal Panchal** 1) Suresh Chaganlal Panchal, 2) Harendra Chaganlal Panchal, 3) Kishore Chaganlal Mistry (Panchal) 4) Shradha Shankarlal Bhogale @ Meenaben Chaganlal Panchal 5) Sarojben Mahesh Panchal, 6) Kirit Mahesh Panchal and 7) Seema D. Bengali @ Seema Mahesh Panchal as the Vendors therein of the First Part and **M/s. Hari Om Construction** therein referred to as The Purchasers/Developers of the Second Part. The said Vendors therein conveyed all their 1/4th undivided share, right, title and interest in the property more particularly mentioned secondly in the schedule hereunder written together with their structure Room No.1 standing thereon in favour of the Purchasers/Developers therein for a consideration therein; 

13. By an under a Development Agreement dated 30.12.2015 duly registered at the office of the Sub-Registrar under Serial No. BDR-4-224-2016 on 11.01.2016 executed by **Mr. Pravin Karsanbhai Lad** therein referred to as the Vendor of the First Part and **M/s. Hari Om Construction** therein referred to as the Developers of the Second Part. The said Mr. Pravin Lad granted Development rights to the extent of his 1/4th undivided share, right, title and interest in respect of the property more particularly mentioned secondly in the schedule hereunder written together with the right to demolish his structure i.e. Room No.2 standing thereon in favour of the Developers therein for a consideration on the terms and conditions contained therein;

14. Pursuant to the aforesaid documents executed by the co-owners of the aforesaid property more particularly described in the schedule Secondly in favour of M/s. Hari Om Construction, The Property Register Card bearing C.T.S. No. 196 reflect the name of **M/s. Hari Om Construction** as the Owners of the Said First Property and the Property Register Card bearing C.T.S. No. 199 reflect the name of **M/s. Hari Om Construction** as the Owners in respect one-half share that has been mutated in respect of the Said Second Property.

In the circumstances, In our opinion subject to what is stated above and further to said Title Certificate of **M/s. Mahimtura & Co.** dated 10th March, 2006 and subject to the above, the title of **M/s. Hari Om Construction** to the development of the said Property, more particularly described Firstly and Secondly in the SCHEDULE hereunder given is clear, marketable and free from all encumbrances.

THE SCHEDULE ABOVE REFERRED TO:

(the said Property)

Firstly (Said First Property) :

All that piece or parcel of lands hereditaments and premises situate, lying and being at Sahakar Road No.1, near Achanak

Colony, Vile Parle (East), bearing Survey No. 51, Hissa No.2 and bearing corresponding CTS No. 196 of Village Vile Parle (East), Taluka Andheri, within the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai admeasuring 1603.70 sq.yds. equivalent to 1340.30 sq. mtrs. or thereabouts together with the structures standing thereon and bounded as follows:-

On or towards North : By land bearing CTS No. 200 B
On or towards East : Partly by land bearing CTS Nos. 197, 198 and 199 and partly by Sahakar Road and Tejpal Scheme Road No.5
On or towards West : By land bearing CTS Nos. 195 and 251-A
On or towards South : By land bearing CTS No. 198

Secondly (Said Second Property) :

All that piece and parcel the plot of land bearing C.T.S. No. 199 admeasuring approx. 97 sq. mtrs equivalent to 1044.10 sq. ft. or thereabouts, situated at Revenue Village Vile Parle (East), Sahakar Marg, Tejpal Scheme, Road No. 5, Vile Parle (East), Mumbai – 400 057, together with structure standing thereon, lying being and situated in the Registration District and Sub-District of Mumbai Suburban District and bounded as follows:

On or towards EAST : Sahakar Road
On or towards WEST : CTS No. 196
On or towards SOUTH : CTS No. 197/198
On or towards NORTH : Podarwadi

Hence this Title Certificate is issued on this 27th day of July 2017.

M/s. H. J. Jain & Co.
Advocates & Solicitors


Partner

Mahimtura & Co. (Suburban)

Advocates & Solicitors

S N Panchal (Mrs.)
S C. Mahimtura

G-16, Viroshwardhara,
117-A, Bajaj Road, Vile Parle (W),
Mumbai 400 056.
Tel. : Off. : 2618 4458, 2618 3679, 2611 9092

In the matter of property situate at Sahakar Road No.1, near Achanak colony, Vile Parle (East), bearing Survey No. 51, Hissa No.2 and bearing corresponding CTS No. 196 of Village Vile Parle (East), Taluka Andheri, within the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai admeasuring 1603.70 sq.yds. equivalent to 1340.30 sq. mtrs. or thereabouts together with the structures standing thereon.

THIS IS TO CERTIFY THAT we have investigated the title of M/S. HARI OM CONSTRUCTION a partnership firm registered under the provisions of the Partnership Act 1932, having its registered office at Janki Niwas, 1st Floor, D.L.Vaidya Road, Dadar (West), Mumbai 400 024 (hereinafter called "the Owners") in respect of the property above referred to and we have to state as follows:-

1. The Owners have handed over to us the Search Report for the period 1951 to 2001 in respect of the searches taken at Bandra and Mumbai and we have relied on the same. We have also taken searches in the matter at Bandra and Mumbai from 1999 to 2005 respectively.
2. We have issued Public Notices in the newspapers inviting claims, if any, from the members of the public to the property above referred to and we state that we have not received any claims in response to the said Public Notices.

(Signature)

3. Prior to the 21st April 2005 one Ramesh Sanjeev Shetty was seised and possessed of the property above referred to, together with the structures standing thereon occupied by various tenants and occupants residing therein.
4. The Additional Collector (Enc) and Competent Authority, Western Suburban District, has by his Order dated 19th July, 2003 declared the said property bearing CTS No.196 of Village Vile Parle as a "Slum Area" under the provisions of Section 4(1) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and that the same is published in Maharashtra Government Gazette on 7th August, 2003.
5. Under the sanctioned revised Development Plan of 'K' East Ward sanctioned by the said Government, the said property is not reserved for any public purpose except for widening if any of the existing road. The said property is situate in a residential zone.
6. By a Deed of Conveyance dated 21st April 2005 registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BDR-1/4378 of 2005 made between the said Ramesh Shetty therein called the Vendor of the One Part and the Owners therein called the Purchasers of the

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