

**P. M. PATIL**  
M. COM. LL.B.  
**R. V. GANGARKAR**  
B. A. LL., B.

OFF. : 2560 0990  
RESI. : 2163 8195  
PANVEL : 2745 5332

3

# M/S. PATIL GANGARKAR & CO. (REGD.)

## ADVOCATES - HIGH COURT

2, Old Bhanbai Niwas, Gr. Floor, Gurnanak Estate, Opp. Gokul Hospital,  
M. G. Road, Mulund (W), Mumbai - 400 080.

RPAD / UCP / HD / COURIER

### TITLE CERTIFICATE

### TO WHOM SO EVER IT MAY CONCERN

Re. : All that piece or parcel of land bearing S.No.133(P), C.T.S.No.838 Part of land at Azad Nagar – II alongwith Building No.42, Off Veera Desai Road, Andheri(W), Mumbai : 400 053 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban & within the jurisdiction of 'K' (West) Ward of Municipal Corporation of Greater Mumbai.

THIS IS TO CERTIFY that as per the instructions of M/s.DHANA-SHREE DEVELOPERS we have investigated the title to the property as described below :

- a) Maharashtra Housing and Area Development Authority (M.H.A.D.A.) is the owner of interalia a plot of land admeasuring 757.46 sq.mtrs. or thereabout forming part of the land bearing S.No.133 (pt) City Survey No.838 situated at Azad Nagar II, off. Veera Desai Road, Andheri (West) Mumbai - 400 053 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and within the limits of the Municipal Corporation of Greater Mumbai The total area of the land bearing C.T.S. No.838 is 25826.9 Sq.Mtrs. On the said land admeasuring 25826.9 sq.mtrs. the MHADA had prepared the layout and got the same approved from the Municipal Corporation of Greater Mumbai and prepared the various plots and constructed the buildings thereon and the said layout is known as Azad Nagar.
- (b) Mumbai Housing and Area Development Board, an unit of M.H.A.D.A. had in or about the year 1960 constructed a building being Building No.42 consisting of ground and three upper floors having 32 tenaments on the said plot. By various agreements the Mumbai Housing and Area Development Board had sold the 32 tenaments in the said Building No.42 to various occupants for the consideration and upon the terms and conditions therein mentioned.

# M/S. PATIL GANGARKAR & CO. (REGD.)

## ADVOCATES - HIGH COURT

2, Old Bhanbai Niwas, Gr. Floor, Gurunanak Estate, Opp. Gokul Hospital,  
M. G. Road, Mulund (W), Mumbai - 400 080.

RPAD / UCP / HD / COURIER

- (c) The said occupants of the tenements in the said Building No.42 formed themselves into a co-operative housing society and got the same registered in the name of Azad Nagar Sangam Co-operative Housing Society Ltd. (hereinafter referred to as the 'said Society') under No.MUM/MHADDB /HSG/ (TC)/12145 of 2003 and each members have been allotted the Share Certificate.
- (d) By a Deed of Sale dated 29<sup>th</sup> December, 2006 read with Deed of Confirmation dated 27<sup>th</sup> August, 2008 (hereinafter referred to as the Sale Deed) registered with the Sub-Registrar at Bandra under No.BDR-1 8670 of 2008 made between the Maharashtra Housing and Area Development Authority (therein referred to as 'the Vendor') of the One Part and the said Society i.e. Azad Nagar Sangam Co-operative Housing Society Ltd. (therein referred to as 'the Society') of the Other Part, the M.H.A.D.A. sold and conveyed to the said Society the said Building No.42 consisting of 32 tenements standing on the said Plot for the consideration therein mentioned.
- (e) By an Indenture of Lease dated 29<sup>th</sup> December, 2006 read with Deed of Confirmation dated 27<sup>th</sup> August, 2008 registered with the Sub-Registrar at Bandra under No.BDR-1 8669 of 2008 made between the M.H.A.D.A. (therein referred to as the Lessor) of the One Part and the Azad Nagar Sangam Co-operative Housing Society Ltd. i.e the said Society (therein referred to as the Society) of the Other Part, the M.H.A.D.A. granted to the said Society the lease of the said Plot for a period of 90 years with effect from 1<sup>st</sup> April, 1994 for the premium and lease rent and upon the terms and conditions therein mentioned (hereinafter referred to as Lease Deed). As such the said Society is the lessee of the M.H.A.D.A. in respect of the said Plot and the said Society was the owner of the said Building No.42 which was standing on the said plot. The said Plot with the said Building No.42 which was standing thereon is hereinafter referred to as the "said Land."

## M/S. PATIL GANGARKAR & CO. (REGD.)

### ADVOCATES - HIGH COURT

2, Old Bhanbai Niwas, Gr. Floor, Gurunanak Estate, Opp. Gokul Hospital,  
M. G. Road, Mulund (W), Mumbai - 400 080.

RPAD / UCP / HD / COURIER

- (f) However the said Society was in physical possession of land admeasuring 1136.00 Sq. Mtrs i.e. (leased area 757.46 sq.mtrs. and tit bit area 378.54 Sq.mtrs) hereinafter referred to as the "said Property".
- (g) The said Building No.42 had became old and required considerable repairs. As the repairing of the said Building No.42 would require expenses of considerable amount and considerable time, after considering various aspects involved the members of the said Society decided to re-develop the said Plot by demolition of the said old Building No.42 and construction of new building thereon.
- (h) The MHADA thereafter prepared the layout plan of Azad Nagar layout and the same was approved by MCGM. On approval of the said layout plan additional FSI alongwith the TDR was generated for the residence of Azad Nagar. Thereafter MHADA accordingly to their own norms, rules and regulations decided to allot additional FSI & TDR to the Society subject to fulfillment of terms and conditions.
- (i) The Society thereafter appointed an architect Shri.M.K.Rao of M/S.M.K.RAO & ASSOCIATES for its guidance with regard to demolition & reconstruction of existing building, negotiations with the developers, preparation of Plan for reconstruction of the existing building and getting the approvals from the concerned authorities.
- (j) In pursuance of the various meetings of the members of the said Society with M/s.Dhana-Shree Developers and resolutions passed in the meetings of the said Society for redevelopment of the said Property, the Society executed Development Agreement dated 15<sup>th</sup> April, 2008 registered with the Sub-Registrar at Bandra - I under No.BDR - 1 6352 of 2008 (hereinafter referred to as the **said Development Agreement**) made between the said society i.e. Azad Nagar Sangam Co-operative Housing Society Ltd. (therein referred to as the Society) of the One Part and the Developers herein (therein also referred to as the Developers) of the Other Part, the said Society had granted to the Developers the development rights in respect of the **said Property** for the consideration and upon the terms and conditions therein mentioned.

# M/S. PATIL GANGARKAR & CO. (REGD.)

## ADVOCATES - HIGH COURT

2, Old Bhanbai Niwas, Gr. Floor, Gurnanak Estate, Opp. Gokul Hospital,  
M. G. Road, Mulund (W), Mumbai - 400 080.

### RPAD / UCP / HD / COURIER

- (k) By 32 different Tripartite Agreements made between the Developers, the said Society and the respective member of the said Society, the Developers have entered into the Agreement for Alternate Accommodation with the existing 32 members of the said Society.
- (l) The said Society had granted an irrevocable Power of Attorney dated 16<sup>th</sup> April, 2008 registered with the Sub-Registrar Andheri No.1 under No.BDR – 6353 of 2008 in favour of Mr.Dnyaneshwar N. Dabhole, Mr. Sameer R. Shah and Mr. Vijay C. Mehta, the three of the partners of the Developers authorising them to do and carry out the various acts, deeds, matters and things in respect of the said Property as therein mentioned.
- (m) Upon execution of the said Development Agreement dated 15<sup>th</sup> April, 2008 the said Society had granted to the Developers the licence to enter upon the said Property to develop the same by demolishing the said old Building No.42 and to carry on construction thereon. By virtue of the above the Developers are entitled to develop the said property and to sale and/or deal with it as they may deem fit the Flats/shops/commercial premises/parking space & other premises to the prospective purchaser after allotting the agreed flats to the existing members.
- (n) The Society thereafter through their architect put up their application/s dated 09/05/2008, 21/06/2008, 13/02/2009, 24/02/2009, 02/06/2009 and 21.10.2009 to the M.H.A.D.A. authority for allotment of the tit bit area and grant of permission for consumption of T.D.R. on the said Plot as per the MHADA policy.
- (o) In pursuant to the said application/s of the said Society M.H.A.D.A. authorities vide their Offer letter No.CO/MB/Arch/NOC/F-1208-A/6277/2009 dated 14/12/2009 informed to the said Society that Mumbai Board vide its resolution dated 26/11/2009 has considered their request on certain terms and conditions and subject to payment of premium to MHADA. The developer for and on behalf of the Society have accordingly paid the said amount to the MHADA authorities and complied with the terms and condition stated therein

**M/S. PATIL GANGARKAR & CO. (REGD.)**  
**ADVOCATES - HIGH COURT**

2, Old Bhanbai Niwas, Gr. Floor, Gurunanak Estate, Opp. Gokul Hospital,  
M. G. Road, Mulund (W), Mumbai - 400 080.

RPAD / UCP / HD / COURIER

- (p) The MHADA authority have thereafter granted their NO OBJECTION to the Society vide their N.O.C. letter No.CO/MB/Arch/NOC/F-1208-A/6409/2009 dated 18/12/2009 addressed to the Executive Engineer, Building Proposal Department of Municipal Corporation of Greater Mumbai informing that M.H.A.D.A. is considering the proposal for amendment of the layout for 2.5 F.S.I. and till the time the layout is approved 2.5 F.S.I. is granted by the M.H.A.D.A. to the said Society on the notionally subdivided area of 1136.00 Sq.Mtrs (i.e. 757.46 sq.mtrs. as per lease deed + 378.54 sq.mtrs. additional land in the form of tt-bit area). Thus by the said letter of MHADA dated 18/12/2009 the M.H.A.D.A. had granted its N.O.C. for total BUA of 2840.00 Sq.Mtrs.
- (q) The architect on behalf of the Society then made an application to the Executive Engineer, Building Proposal Department of Municipal Corporation of Greater Mumbai (hereinafter to be referred as MCGM) for getting the plans approved. Further the MCGM has called upon the Society to make the various deposits, premium and charges for reconstruction of the said building. The developer for and behalf of the Society have accordingly paid the said amount to the MCGM.
- (r) Accordingly the plans are approved by MCGM and have granted the IOD vide No.CE/9439/WS/AK dated 24.10.2008 with certain terms and conditions. Further the amended plans have been approved vide No.CE/9439/WS/AK dated 11.05.2010 and the Commencement Certificate has also been issued with its endorsement dated 18.05.2010 valid up to 22.03.2011 (renewable every year). Further the Society have agreed to comply with the terms and conditions mentioned therein.
- (s) The title of the said Society has also been certified by Shri. B. D. Birajdar Advocate High Court by his title certificate dated 13/04/2010.

# M/S. PATIL GANGARKAR & CO. (REGD.)

## ADVOCATES - HIGH COURT

2, Old Bhanbai Niwas, Gr. Floor, Gurunanak Estate, Opp. Gokul Hospital,  
M. G. Road, Mulund (W), Mumbai - 400 080.

RPAD / UCP / HD / COURIER

- (t) We have taken the search of the property from the Sub-Registrar office concerned for the last 40 years. We however do not find any adverse effect. In view of this we therefore certify that the title to the property of M/s.DHANA-SHREE DEVELOPERS is clear & marketable & free from all encumbrances.

### THE SCHEDULE HEREINABOVE REFERRED TO :

All that piece or parcel of land bearing S.No.133 (P) City Survey No.838 (Part) admeasuring 1136.00 Sq.Mtrs. (including tit-bit area admeasuring 378.54 Sq.Mtrs.) along with the Building No.42 which was standing thereon situated at Azad Nagar II, off. Veera Desai Road, Andheri (West) Mumbai - 400 053 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of the Municipal Corporation of Greater Mumbai and bounded as follows:

On or towards the East : by building No.43  
On or towards the West : by office building  
On or towards the North : by private property  
On or towards the South : by 40ft. road

Dated this 18<sup>th</sup> June 2010.

For M/s Patil Gangarkar & co.



(R.V.GANGARKAR)  
PARTNER

Advocate for M/s . Dhana-Shree Developers