

(In reply please quote our Ref. No.)

Date :

B/5039
5th Aug 2013

B/5039/TC03/248/S/2013

2nd August, 2013

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

1. Municipal Corporation of Greater Mumbai hereinafter referred to as "M.C.G.M." is the owner of the of the property situate at Dadar Naigaon Division and Parel Seweri Division and more particularly described in the **FIRST SCHEDULE** hereunder written., which is hereinafter referred to as "**the said MCGM property**".
2. The Tata Power Company Limited is the owner of property more particularly described in the **SECOND SCHEDULE** hereunder written, hereinafter called "**the said TATA property**".
3. By Debenture Trust Deed dated 12th December, 1957 which is duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BOM- 894 -1958 a charge has been created for Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakhs only) on the said TATA property excluding the land bearing C.S.No. 185 of Dadar Naigaon Division.
4. By Debenture Trust Deed dated 7th June, 1963 which is duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BOM-306-1967 a charge has been created for Rs. 1,00,00,000/- (One Crore only) on the said TATA property excluding the land bearing C.S.No. 185 of Dadar Naigaon Division.
5. By Notification dated 10th December 2008 bearing No. 6596/3C/2008/1241 , C.S.NO. 1/177 & 185 of Dadar Naigaon and C.S.NO. 660 (pt) and 432(pt) are declared "Slum Rehabilitation Area".
6. By Notification dated 10th June, 2009 bearing No. SRA/CTSO/Khapridev/3C/2009 /1154, C.S. no. 431 and 432 of Parel Seweri division are declared "Slum Rehabilitation Area".

Received
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7. We have not seen any original Title Deeds related to ownership of the said MCGM property and the said TATA property. Their names appear on the respective Property Register Cards (PR card) as owners.
8. The Slum Rehabilitation Authority has granted its Letter of Intent (called LOI) bearing No. SRA/ENG/1678/ FS/ML/LOI dated 19th January, 2010 in favour of M/s. Omkar Realtors & Developers Pvt. Ltd., for the redevelopment of the property more particularly described in the "**First**" and "**Third**" **Schedules** hereunder written which is hereinafter referred to as "**the said LOI property**" under the provisions of D.C. Regulation No 33 (10) read with Appendix IV. Our client M/s. Omkar Realtors & Developers Pvt. Ltd., (hereinafter referred to as "ORDPL") are developing the said LOI Property.
9. "ORDPL", M/s. Darshan Realtors Pvt. Ltd. hereinafter called "the said Darshan" and M/s. Shree Siddhivinayak Enterprises" now known as "Omkar Realtors and Developers" a partnership Firm hereinafter referred to as "the said Omkar Firm" has entered into a Joint Venture Agreement dated 6th April, 2011 for amalgamating/clubbing all the individual schemes into Larger Scheme and for joint development of the Larger Plot. ORDPL, the said Darshan and the said Omkar Firm will be hereinafter collectively referred to "the said Omkar".
10. ORDPL has applied for amalgamation of the said LOI property with another SRA schemes properties of the said Darshan and the said Omkar Firm. The Slum

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Rehabilitation Authority has granted its Amalgamated LOI bearing no. SRA/ENG/1678/FS/ML & PL/LOI dated 23rd December, 2011 in name of "ORDPL".

11. By Indenture of Lease dated 13th June, 2012 executed between Tata Power Company Limited and ORDPL with respect of the said TATA property duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2-4160-2012, TATA Power Company Ltd. have demised the TATA property for 30 (thirty) years in favour of ORDPL together with the right to consume the floor space index including transferable development rights on the Lease rent and on the terms and conditions mentioned therein.
12. ORDPL shall incorporate in all their agreements a condition to abide by the terms of the said Lease Deed and that the Co-operative Society of free sale tenements shall ultimately be the lessee of the property more particularly described in the Third schedule hereunder written.
13. "The said Omkar" have entered into a Development Agreement With L&T Parel Project LLP dated 25th September, 2012 duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2 - 7440 - 2012 for development of the said LOI property along with other properties on the terms and conditions mentioned therein.
14. The said Omkar has kept all the title documents and deeds relating to the said LOI property in the custody of L & T PAREL PROJECT LLP as mentioned in the clause no. 5.5 (x) and 8.1(xvii) of Development Agreement dated 25th September, 2012.

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15. "ORDPL", "the said Darshan" and " the said Omkar Firm" has entered into a Supplemental Agreement dated 3rd October, 2012 to Joint Venture Agreement dated 6th April, 2011 deciding the revenue sharing ratio between them .
16. From time to time we have caused searches to be taken of the said LOI property in relevant Sub Registry. Our search clerk has informed us that the records of the said Parel Seweri Division is either partly or completely in torn condition for year 1963 to 1965, 1971 to 1981 & from 1983 to 2007 and Index -II for the year 2011 to 2013 are not maintained properly and not available for search.
17. We have issued public notices inviting claims or objections from the Public in Free Press Journal on 30th April, 2013 and Nav Shakti also on 30th April, 2013. We have not received any claims or demands or Objection.
18. Mr. Gaurav V. Gupta, Director of M/s. Omkar Realtors and Developers Pvt. Ltd., has made and executed Declaration Cum Indemnity on 29th day of July, 2013 regarding the Title of the said LOI property.
19. We hereby certify that M.C.G.M. is the owner of **the said M.C.G.M. property**.
20. We hereby certify that subject to the terms and conditions of the said Lease dated 13th June, 2012 the title of M/s. Omkar Realtors and Developers Pvt. Ltd. as the Lessee of the said TATA property more particularly described in the **Second Schedule** hereunder written is clear, marketable and free from encumbrances.

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21. We hereby certify that subject to (i) Charge of Debenture Trust Deeds mentioned hereinabove, (ii) no adverse document being found to be registered in the years when the records of the Sub-Registrar were torn or partly torned or were not available, (iii) the said Omkar including our client complying with the terms and conditions of LOI dated 19th January, 2010 and 23rd December, 2011, (iv) our client complying with the terms and conditions of the Lease dated 13th June, 2012 and (v) the terms and conditions of the Development Agreement dated 25th September 2012 our client and L& T Parel Project LLP has the right to develop the said property. Under Clause no. 20 of the said Development Agreement, L&T Parel Project LLP has the rights to sell/allot/lease the Premises being the flats, shops, offices, or any other tenements proposed to be constructed in the Free Sale Buildings along with parking Spaces, open spaces, garden, etc. on the Free Sale Project.

FIRST SCHEDULE (MCGM Property)

ALL THOSE pieces or parcels of land or ground admeasuring 29561.52 sq.mt or thereabouts with structures standing thereon bearing C.S.No.871, 870, 869, 854, 654(pt), 655(pt), 658(pt), 659(pt), 440(pt), 437(pt) and of Parel-Shivdi (Sewri) Division situate at Jerbai Wadia Road Shivdi (Sewri), F/South Ward of Municipal Corporation of Greater Mumbai and C.S. No. 1038, 1039, 174(pt), 176(pt), 155 (pt) of Dadar Naigaon Division Mumbai within the Registration Sub District and District of Mumbai City and Mumbai Suburban.

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SECOND SCHEDULE (TATA Property)

ALL THOSE pieces or parcels of land or ground with structures standing thereon bearing C.S.No.185 and 1/177 admeasuring 3354.77 sq.mtrs of Dadar- Naigaon Division and C.S.No.432 pt. admeasuring 6384.69 sq. mtrs. of Parel-Shivdi (Sewri) Division in all admeasuring 9,739.46 sq.mtrs. within the Registration Sub District and District of Mumbai City and Mumbai Suburban.

THIRD SCHEDULE (Part of TATA Property)

ALL THOSE pieces or parcels of land or ground with structures standing thereon bearing C.S.No1/177 & 185 of Dadar Naigaon Division admeasuring 3094.53 sq.mtrs. & 432(pt) of Parel Shivdi (Sewri) admeasuring 2744.77 sq.mtrs. in all admeasuring 5839.30sq.mtrs. or thereabouts Division within the Registration Sub District and District of Mumbai City and Mumbai Suburban.

Mumbai, dated this 2nd day of August, 2013

For. M/s. Law Firm Of Khonas



Partner

Solicitors & Legal Consultants

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