



Ref. No.1292 / 157A/2011

July 8, 2011

To
M/s. Sahajanand Enterprises
3/4 Jai Paras, Vrindavan Society
N. S. Mankikar Marg, Sion, Mumbai 400 022

TITLE REPORT

All that immovable property being piece and parcel of land admeasuring 584 sq. yards i.e. 488.30 sq. meters or thereabout, being Plot No.103 (North) of the Dadar Matunga (North) Estate of BMC and bearing C. S. No.311/10 of Matunga Division together with a building to be known as Brooklyn Apartments being constructed thereon (in place of old building Brijwasi Bhavan and other structure) assessed under 'F' Ward situate at Laxmi Narayan Lane, Matunga (C. Rly.), Mumbai 400 019 in the City of Mumbai within the registration District and Sub-District of Mumbai City

M/s. Sahajanand Enterprises ... Lessee / Developers

We have gone through the title of M/s. Sahajanand Enterprises to the above property and we have to state as under:

On perusing various title and other documents as mentioned below in respect of the said property we find following facts:

1. By virtue of Indenture (Lease Deed) dated 25th August 1948 registered with the Sub-Registrar of Assurances at Bombay under Serial No.3641 of 1948 on 30.12.1948 and executed between The Municipal Corporation of City of Bombay now known as Brihanmumbai Mahanagarपालिका (hereinafter called "**BMC**" or "**Lessor**"), therein called the Corporation of the First Part, the then Municipal Commissioner, therein called the Commissioner of the Second Part and Thakar Jadavji Ranchhoddas, therein called the Lessee, but hereinafter referred to as "**Thakar**", of the Third Part, for the consideration paid, rent reserved and terms and covenants recorded therein, BMC did demise unto Thakar, an immovable property being all that piece and parcel of land admeasuring 584 sq. yards i.e. 488.30 sq. meters or thereabout, being Plot No.103 (North) of the Dadar Matunga (North) Estate of BMC and bearing C. S. No.311/10 of Matunga Division (hereinafter referred to as the "**said land**") together with a building which came to be known as Brijwasi Bhavan and other structure standing thereon assessed under 'F' Ward (hereinafter referred to as the "**said building**") situate at Laxmi Narayan Lane, Matunga, Mumbai 400 019 in the City of Mumbai within the registration District and Sub-District of Mumbai City in perpetuity commencing from 9th November, 1934 (the "**term of lease**"). The said land and building are hereinafter collectively referred to as the "**said property**".

2. By an Indenture (Deed of Assignment) dated 14th September, 1948 registered with the Sub-Registrar of Assurances at Bombay under Sr. No. BOM 3880 of 1948, at and for the consideration and upon the terms and conditions therein recorded, the said Thakar sold, assigned and transferred the said property unto one Nemichand Chandmal Sethia ("**Nemichand**") for whole of the residue of the term of lease.
3. By an Indenture dated 11th November 1959 (being Supplemental Deed to the said Lease Deed dated 25.08.1948) registered with the Sub-Registrar of Assurances in duplicate under Sr. No. BOM 1480 and 1481 of 1960 on 18.10.1960, at or for the consideration and upon the terms and conditions therein mentioned, said Nemichand was granted license by BMC / Lessor for constructing a Motor Garage on the compulsory open space of the said land. The registration of this Indenture was refused as regards said Nemichand is concerned as he failed to appear and admit his execution within the time allowed under the Registration Act, 1908.
4. It is recoded in Deed of Indemnity dated 9th November 1963 registered with the Sub-Registrar of Assurances under Sr. No. 4183 of 1963 on 02.09.1964, that the said Nemichand died intestate on or about 7th June 1960 (inadvertently recoded as 2nd June, 1960 in property card), leaving behind him, his widow namely, Bhanwari Devi Nemichand Sethia ("**Bhanwari Devi**") as his only heir and legal representative according to the law by which he was governed at the time of his death and pursuant to this Deed of Indemnity, name of Bhanwari Devi is recorded as holder (lessee) of the said property in the records of the Collector in place of the said Nemichand.
5. By Indenture (being Deed of Confirmation) dated 3rd March 1965 registered with the Sub-Registrar of Assurances in duplicate under Sr. No. 1308 and 1309 of 1965 on 15.12.1965 at the request of the Lessor, said Bhanwari Devi confirmed the said Indenture dated 11.11.1959 and declared the same to be binding upon her as the legal heir of the said Nemichand and further confirmed and ratified the said Indenture dated 11.11.1959 as if it was registered in proper time as regards the said Nemichand.
6. By Deed of Assignment dated 27th August 1981 registered with the Sub-Registrar of Assurances at Bombay under Sr. No. BOM 2168 of 1981 on 28.10.1993, at and for the consideration and upon the terms and conditions therein recorded, said Bhanwari Devi sold, assigned and transferred the said property unto one Brijbhushan Kashinath Agarwal alias Agrawal ("**Brijbhushan**") for residue of the term of lease. This Deed of Assignment dated 27.08.1981 was signed by the said Bhanwari Devi through her Constituted Attorney namely Shri Manekchand Jaychandlal Parakh.
7. Thereafter, said Brijbhushan died at Bombay on or about 22nd January 1987 leaving behind him, his widow namely, **Smt. Rammukhi Agrawal alias Agarwal** ("**Rammukhi**"), a son namely, **Shri Sunil Brijbhushan Agrawal alias Agarwal**

("Sunil") and three daughters namely, (1) Mrs. Asha V. Singhania, (2) Mrs. Manju S. Gupta and (3) Mrs. Madhu B. Gupta as his only heirs and legal representatives according to law of intestate succession, by which he was governed at the time of his death.

8. Said Brijbhushan had also left behind him, a writing being his last Will and Testament dated 1st December 1986. Under his said Will, Brijbhushan appointed his son, Sunil as the sole executor thereof and directed him to take full charge of all properties including the said property. Accordingly, the said property vested in Sunil as such executor and Sunil took over the charge of the said property and administered the same since the death of said Brijbhushan. We have been informed that no petition is filed for grant of probate to the aforesaid Will of said Brijbhushan and that till date there is no dispute amongst the family members or heirs of said Brijbhushan.
9. Rammukhi and Sunil have informed and declared by a registered declaration – cum- Indemnity that the daughters of the said Brijbhushan have released and relinquished their rights, if any, in the said property unto and in favour of Rammukhi and Sunil absolutely, however the release has not been recorded in writing and/or registered.
10. Pursuant to application made in that behalf, the Asst. Commissioner (Estates), BMC by its letter dated 29th May 2001 bearing No.Estates/801/LB-II addressed to Rammukhi & Anr., has informed that the death certificate of said Brijbhushan, public notice dated 24.02.2000 and Indemnity Bond dated 13.10.2000 are registered in the Estate Register and the said property vested in the name of Rammukhi and Sunil as lessees thereof in the records of the Lessor.
11. By Deed of Assignment dated 31.07.2007 registered with the Sub-Registrar of Assurances under Sr. No.BBE-2/6664 of 2007 on 31.07.2007, at or for the consideration and upon the terms and conditions therein mentioned, Rammukhi and Sunil sold, granted, assigned, conveyed and transferred the said property unto M/s. Sahajanand Enterprises absolutely.
12. Pursuant to the above Deed of Assignment dated 31.07.2007, Rammukhi and Sunil have also executed Irrevocable Power of Attorney dated 31.07.2007, which Power of Attorney is registered with the Sub-Registrar of Assurances under Sr. No.558 of 2007 on 31.07.2007, in favour of partners of M/s. Sahajanand Enterprises, namely, (1) Deepak Dhirajlal Shah and (2) Nishit Suketu Shah.
13. It is to be noted that all original documents of title of the said property beginning from the Lease Deed up to the assignment in favour of said Brijbhushan have been lost and misplaced and are not traceable. Accordingly, whatever is stated herein above in respect of the title of the said property beginning from said Lease Deed up to assignment in favour of Brijbhushan is stated relying upon the photocopies or certified true copies of the title documents made available to us by M/s. Sahajanand Enterprises and or based on the recitals on title therein mentioned.

14. By Declaration cum Indemnity dated 31.07.2007 registered with the Sub-Registrar of Assurances under Sr. No.BBE-2 / 6670 of 2007 on 31.07.2007, said Rammukhi and Sunil have declared that their title to the said property is clear and marketable and that the said original title deeds have been lost and misplaced and are not traceable and that the title documents are not pledged, mortgaged and or deposited with any person or persons as and by way of lien, charge, security for loan and or for any purpose whatsoever. They also declared that daughters of said Brijhushan have released and relinquished their rights, if any, in the said property unto and in their favour. They further declared that the said property is free from all encumbrances, mortgages, charges, lien, litigations and attachments either before or after judgments. We have inter alia relied on said Declaration cum Indemnity for issuing this Title Certificate.
 15. Pursuant to application made in that behalf, the Asst. Commissioner (Estates), BMC by its letter dated 10.03.2010 bearing No.AC/Estates/22707/L8-II addressed to Sahajanand Enterprises, has informed that Deed of Assignment dated 31.07.2007 executed in favour of M/s. Sahajanand Enterprises, Deed of Partnership, ROF Extract of M/s. Sahajanand Enterprises are taken on record are registered in the Estate Register and the said property shall vest in M/s. Sahajanand Enterprises upon payment of the balance 50% premium amount and that new lease will have to be executed.
 16. Property Card in respect of the said property stands in the name of M/s. Sahajanand Enterprises. The tenure of the said property is leasehold.
 17. As per the Development Plan Remarks of Municipal Corporation of Greater Mumbai dated 5th October, 2002, the said property is not reserved for any public purpose except for the widening, if any, of the existing roads and their junctions. The said property falls in Residential Zone.
 18. M/s. Sahajanand Enterprises are now redeveloping the said property under provisions of D. C. Regulations 33(7) read with Appendix III by constructing new building/s thereon after demolishing the old building/structures standing thereon.
 19. The said old building namely, Brijwasi Bhavan was in occupation of various monthly tenants. M/s. Sahajanand Enterprises have also negotiated with all tenants and/or occupants of the said property and obtained their consent for the redevelopment of the said property against M/s. Sahajanand Enterprises agreeing to provide them permanent alternate accommodation in new building/s to be reconstructed on the said property and other terms and conditions as mutually agreed between them. M/s. Sahajanand Enterprises has agreed that possession of new premises agreed to be provided and given to the tenants / occupants would be first provided / offered by M/s. Sahajanand Enterprises to them and thereafter only, M/s. Sahajanand Enterprises would handover or offer possession of surplus flats/shops and other premises to any purchasers thereof;
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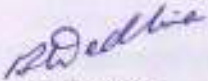
20. Initially Maharashtra Housing Area & Development Authority (MHADA) vide its letter dated 30th November, 2002 bearing No.R / NOC / F-1182 / 4058 MBRRB of 2002 granted NOC for the redevelopment of the said property on the terms and conditions set out therein unto M/s. Prime Housing. By its letter dated 04th February 2008 bearing No.R / NOC / F-1182 / 531 MBRRB of 2007, MHADA informed that the name of the NOC holder has been changed from M/s. Prime Housing to M/s. Sahajanand Enterprises, as M/s. Sahajanand Enterprises had purchased and acquired the said property. By its letter dated 15th April 2010 bearing No.R / NOC / F-1182 / 1474 MBRRB of 2010, MHADA informed that the NOC has been revalidated up to 29.11.2010.
21. Municipal Corporation of Greater Mumbai has approved and/or sanctioned building plans submitted to it vide its I.O.D. letter dated 20.12.2007 bearing No.EB / 9466 / FN / A and has also issued Commencement Certificate dated 28.06.2010 bearing No.EEBPC / 9466 / FN / A in respect of the commencement of construction of the proposed new multi storied building/s on the said property. The Commencement Certificate is initially issued up to plinth level. The said buildings in course of redevelopment of the said property are already demolished by M/s. Sahajanand Enterprises.
22. We have issued public notice in news papers inviting claims or objections to or against the said property, which notice is published in Free Press Journal, an English daily and Navashakti, a Marathi daily both of 29th June 2007 and we have so far not received any claim or objection pursuant thereto;
23. We have caused searches to be taken in relation to the said property at the office of the Sub-Registrar of Assurances at Mumbai for the period from 1959 to 2007 (49 years), by a search clerk, Mr. A. D. Giridhar. On perusing the said search report / Note dated 12.07.2007, we have not come across any existing encumbrances affecting the said property. However, it is noted that the Computer Index No.II with the Mumbai office No.2 were available for search up to the year April, 2007 and with the Mumbai office No.1 up to the year 2006 and further that the Computer Index II with both the offices were not properly maintained.
24. M/s. Sahajanand Enterprises has now commenced with construction of the proposed new building/s on the said property. Accordingly with the consent of the tenants/occupants, M/s. Sahajanand Enterprises is redeveloping the said property and constructing new building/s in accordance with building plans and specifications as are approved by Municipal Corporation of Greater Mumbai / concerned local authorities.
25. Mr. Deepak Dhirajlal Shah, one of the partners of M/s. Sahajanand Enterprises has also by his declaration of even date declared that the above property belongs to M/s. Sahajanand Enterprises and that the said property is free from all encumbrances, mortgages, charges, litigations and attachments either before or after judgment. It is further declared that M/s. Sahajanand Enterprises has already settled with all the tenants/occupants of the said property and has



demolished the structures/buildings standing thereon. Further M/s. Sahajanand Enterprises has commenced with the construction of new building/s on the said property in accordance with approved building plans and specifications. Mr. Deepak Dhirajlal Shah has further declared that the development / redevelopment rights of M/s. Sahajanand Enterprises in respect of the said property is free from all encumbrances and reasonable doubts and that the same is also not subject matter of any suit, litigation, attachment either before or after judgment.

26. In view of the aforesaid and subject to what is stated hereinabove and particularly subject to recording and registration of the release from the daughters of Brijbhushan of their rights, if any, in the said property in favour of Rammukhi and Sunil and also subject to obtaining probate to the last Will of said Brijbhushan, we are of the opinion that M/s. Sahajanand Enterprises are entitled to the said property as lessee thereof and their right to redevelop the said property and also to sell free sale flats / premises in the new building/s is free from encumbrances.

Dated this 8th day of July, 2011


 Manoj Dedhia
 Manoj & Ashok Associates
 Advocates & Solicitors