

S. R. RAWELL & CO.

ADVOCATES & NOTARY

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01/272/TB/BN/2016

04 April 2016

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

On behalf of our clients, M/s. Tanishq Builders, a registered Partnership Firm having its Office at A-103/104, Haveli Apartments, Navneet Prabhu Haveli Compound, M.G. Road, Ghatkopar (East), Mumbai 400 077, we have investigated their title to the property more particularly described in the Schedule hereunder written, being a Plot of land admeasuring 464 sq. yards equivalent to 387.96 sq.mts. or thereabouts and bearing No. 272 and a building standing thereon known as "Balkrishna Niwas" situated in the Dadar Matunga Estate, Sir Bhalchandra Road, Matunga, Mumbai 400019 (hereinafter referred to as the "said Property") and have to report as follows.

1. By an Indenture of Lease dated 30th September 1953 made and entered into between the Municipal Corporation of Greater Bombay, therein referred to as "the Corporation" of the First Part, Pangal Ramnath Nayak, the Commissioner for the City of Bombay, therein referred to as "the Commissioner" of the Second Part and one Dr. Waman Balkrishna Phatak, therein referred to as the "Confirming Party" of the Third Part and one Dr. Waman Balkrishna Phatak and Bai Jankibai Vamanrao Phatak, therein referred to as "the Lessee" of the Fourth Part and registered with the Sub-registrar of Assurances at Bombay under Serial No. BOM/401 of 1954 at Pages 159 to 169 in Volume No. 311 of Additional Book No. 1 on 31st July, 1954, the Corporation for the consideration therein mentioned did thereby

demise and the Commissioner and the Confirming Party did thereby confirm unto the Lessees all that the land bearing Plot No. 272 of Dadar Matunga Estate of the Municipal Corporation together with the Building consisting of a ground and two upper floors with a staircase room and the appurtenances therein described and collectively subsequently known as "Balkrishna Niwas" unto the Lessee from 30th September, 1953 for a term in perpetuity at the rent and subject to the covenants and conditions contained in the said Indenture of Lease dated 30th September, 1953 and on the part of the Lessees to be observed and performed (which land, building and structures are more particularly described in the SCHEDULE hereunder written and hereinafter collectively referred to as the "said Property") and which building is hereinafter referred to as "the existing building".

2. The said Bai Jankibai Vamanrao Phatak expired on 13th December 1980, leaving behind her surviving her as her only legal heirs entitled to succeed to her estate, her husband Dr. Waman Balkrishna Phatak, two sons viz. Ramesh Vaman Phatak and Shriram alias Nana Vaman Phatak and a daughter Mrs. Pushpa Vasant Vaze.
3. The said Dr. Waman Balkrishna Phatak expired on 25th May 1994, leaving behind him surviving him as his only legal heirs entitled to succeed to his estate, two sons viz. Ramesh Vaman Phatak and Shriram alias Nana Vaman Phatak and daughter Mrs. Pushpa Vasant Vaze.
4. The said Pushpa Vasant Vaze instituted a Suit in the Hon'ble Bombay High Court being Suit No. 134 of 1981 against the said Ramesh Vaman Phatak and Shriram alias Nana Vaman Phatak, inter alia praying for an Order and Decree for partitioning the said Property by metes and bounds and allotment of 1/6th (one-sixth) share therein and in lieu of

her such share, allotment of Block No. 6 and one room on the top floor of the existing building to her as the owner thereof.

5. The said Ramesh Vaman Phatak expired in Mumbai on 10th January 1995 during the pendency of the aforesaid Suit and in the circumstances, (1) Mrs. Aparna Ramesh Phatak and (2) Sameer Ramesh Phatak came to be impleaded as party Defendants to the said Suit and the same came to be defended by them thereafter.
6. The aforesaid Suit came to be settled by consent of the Parties thereto and accordingly on 27th March 1995, a Consent Order and Decree came to be passed wherein -
 - i) the said Property came to be partitioned and 1/6th (one-sixth) share therein came to be allotted to the said Mrs. Pushpa Vasant Vaze;
 - ii) the remaining share in the said Property came to be allotted to the said (1) Mrs. Aparna Ramesh Phatak and (2) Sameer Ramesh Phatak and the said Shriram alias Nana Vaman Phatak in equal shares;
 - iii) in lieu of her being granted and allotted the ownership rights in respect of Block No. 6 and one staircase room on the top floor of the existing building, the said Mrs. Pushpa Vasant Vaze released and relinquished her 1/6th (one-sixth) share in the said Property in favour of the said (1) Mrs. Aparna Ramesh Phatak and (2) Sameer Ramesh Phatak and the said Shriram alias Nana Vaman Phatak in equal shares; and
 - iv) the remaining premises in the existing building standing on the said Property came to be partitioned and distributed amongst

the said (1) Mrs. Aparna Ramesh Phatak and (2) Sameer Ramesh Phatak and the said Shriram alias Nana Vaman Phatak in the manner therein stated

AND in terms of the said Consent Order and Decree, the said Property came to be vested exclusively and absolutely in the said (1) Mrs. Aparna Ramesh Phatak and (2) Sameer Ramesh Phatak and the said Shriram alias Nana Vaman Phatak, both groups having a equal $\frac{1}{2}$ (one half) undivided share therein along with the corresponding benefits under the Indenture of Lease dated 30th September 1953 and in the existing building "Balkrishna Niwas" and other structures standing thereon, viz. the said Property subject to the occupation of the several premises therein by monthly tenants and of certain premises by the said (1) Mrs. Aparna Ramesh Phatak and (2) Sameer Ramesh Phatak as the "owners" thereof.

7. The said Shriram alias Nana Vaman Phatak died intestate at Pune on 8th June 2000 leaving behind him surviving him as his only legal heirs entitled to succeed to his estate, (1) his widow, Mrs. Saral Shriram Phatak, (2) one daughter Mrs. Leena Joglekar and (3) one son Nitin Shriram Phatak.
8. In the circumstances, the said (1) Mrs. Aparna Ramesh Phatak, (2) Sameer Ramesh Phatak, (3) Mrs. Saral Shriram Phatak, (4) Mrs. Leena Joglekar and (5) Nitin Shriram Phatak jointly amongst themselves became seized and possessed of or otherwise well and sufficiently entitled to the said Property and the corresponding benefits of the Indenture of Lease dated 30th September 1953 and the "Balkrishna Niwas" and other structures standing thereon subject to the occupation of the several premises therein by monthly tenants.

9. By and under a Deed dated 29th April 2004 registered with the Sub Registrar of Assurances at Serial No. BBE-2/3379/2004, the aforesaid Assignors effected transfer and/or assignment of all their right, title and interest in the said Property unto and in favor of the said M/s. Tanishq Builders and submitted the said Deed for recording the assignment of its leasehold rights in the said Property to the MGGM and the MCGM registered the same under Serial No. 7913 on 2nd January, 2006 and in the circumstances, the said M/s. Tanishq Builders are the present Assignees of the said Property and entitled to lease hold rights for the remaining term of the lease specified in the Indenture of Lease dated 30th September, 1953, subject however to the fulfillment of the various other terms and conditions stipulated therein and also subject to the occupation of the several premises and tenements therein by monthly tenants / occupants.
10. Regulation 33 (7) read with Appendix III of the Development Control Regulations, 1991 (as amended) applicable to the City of Mumbai provides for grant of Floor Space Index ("FSI") of 1:3 in case of buildings constructed prior to the year 1940 and assessed to Repair Cess under "A" Category and the said D.C. Regulations also provide for several other concessions and incentives to take up demolition and reconstruction of such buildings.
11. The said Building "Balkrishna Niwas" standing on the said Property was constructed prior to 1940 and is assessed to Repair Cess under "A" Category specified in Section 84 of the Maharashtra Housing & Area Development Act, 1976 (MHADA) and is fully occupied by tenants/occupants; and as such is eligible to avail of the concessions and incentives offered by the D C Regulations.
12. The said M/s. Tanishq Builders being entitled to develop the said Property under the aforesaid Regulations are framing a Scheme

whereby the said building which is in a dilapidated condition and in urgent need of complete demolition and reconstruction will be redeveloped at their own costs and expenses under the provisions and the scheme stipulated under DCR 33(7) by consuming the available FSI under the DC Regulations presently in force and re house the various tenants/occupants in the new building to be constructed thereon.

13. The said M/s. Tanishq Builders have caused to be published public advertisements in the Free Press Journal and Navshakti News papers both dated 28th July 2010 inviting claims and objections prior to commencing the redevelopment of the said Property and have not received any adverse or other claims. Mutation in the Property Card Register is pending in the Office of the Collector and the Assignment of leasehold rights in favour of M/s. Tanishq Builders is recorded with the MCGM at Serial No. 7913 on 2nd January, 2006 and thus the said M/s. Tanishq Builders are entitled to the lease hold rights in respect of the said Property.

The said M/s. Tanishq Builders have made available to us for our inspection all original documents of title relating to the said Property and have informed us that they have not pledged any of these documents of title with any Bank, financial institution or any other person as security for payment of any money or for performance of any obligation. They have further informed us that there is no other factor adversely affecting their title to the said Property. All the premises in the building "Balkrishna Niwas" are let out to different persons on monthly tenancy basis. There is no litigation or other proceedings pending in respect of the said Property nor is there any prohibitory order, injunction or other restraint on transfer and alienation of premises in the said Property.

Relying on the aforesaid information and assurances as held out by the said M/s. Tanishq Builders and based on our verification of the original documents of title, we hereby Certify that the said M/s. Tanishq Builders are entitled to the leasehold rights in respect of the said Property and in respect of the tenanted building "Balkrishna Niwas" standing thereon and that its title as existing Assignees of the said Property is clear, marketable and free from all encumbrances and reasonable doubts and further that they are eligible to carry-out redevelopment of the said Property in accordance with the sanctions and approvals of the MCGM and other Authorities.

THE SCHEDULE ABOVE REFERRED TO

(Description of the Property)

ALL THAT piece or parcel of land admeasuring 464 sq. yards equivalent to 387.96 sq.mts. or thereabouts and bearing Plot No. 272 and a building standing thereon known as "Balkrishna Niwas" situated in the Dadar Matunga Estate, Sir Bhalchandra Road, Matunga, Mumbai 400019 and bearing Cadastral Survey No. 222/10 of Matunga in the Registration Sub-District and District of the City of Mumbai and bounded as follows:

On or towards the North-East by :	Plot No.287
On or towards the South East by :	26 Feet Sir Bhalchandra Road
On or towards the South-West by :	60 Feet Deodhar Road
On or towards the North-West by :	Plot No. 272A

For S R. Rawell & Co.



Advocates

S. R. RAWELL & CO.

ADVOCATES & NOTARY

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02/272-A/TB/SPK/2016

05 April 2016

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

On behalf of our clients, M/s. Tanishq Builders, a registered Partnership Firm having its Office at A-103/104, Haveli Apartments, Navneet Prabhu Haveli Compound, M.G. Road, Ghatkopar (East), Mumbai 400 077, we have investigated their title to the property more particularly described in the Schedule hereunder written, being a Plot of land admeasuring 417 square yards equivalent to 348.66 square meters or thereabouts, situate at and being Plot No. 272-A of the Dadar Matunga Estate of the Municipal Corporation of Greater Mumbai ("MCGM") in the City and Island and registration sub-district of Mumbai together with a Building standing thereon consisting of ground and two upper floors and a staircase room known as "Shiv Parvati Kunj" now bearing new Survey No. 879 and Cadastral Survey No. 222A/ 10 of Matunga Division and assessed under F Ward No. 7381 (2) Street No. 10A and now 12 B (hereinafter referred to as the "said Property") and have to report as follows.

1. By an Indenture of Lease dated 30th September 1953 made and entered into between the Municipal Corporation of Greater Bombay, therein referred to as "the Corporation" of the First Part, Pangal Ramnath Nayak, the Commissioner for the City of Bombay, therein referred to as "the Commissioner" of the Second Part and one Dr. Waman Balkrishna Phatak, therein referred to as the "Confirming Party"

of the Third Part and Chintamani Balkrishna Phatak, therein referred to as "the Lessee" of the Fourth Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/404 of 1954 at Pages 132 to 140 on 28th July, 1954, the Corporation for the consideration therein mentioned did thereby demise and the Commissioner and the Confirming Party did thereby confirm unto the Lessees all that the land bearing Plot No. 272-A of Dadar Matunga Estate of the Municipal Corporation together with the Building consisting of ground and two upper floors with a staircase room and the appurtenances therein described and collectively subsequently known as "Shiv Parvati Kunj", now bearing new Survey No. 879 unto the Lessee from 30th September, 1953 for a term in perpetuity at the rent and subject to the covenants and conditions contained in the said Indenture of Lease dated 30th September, 1953 and on the part of the Lessee to be observed and performed, which land, building and structures are more particularly described in the Schedule hereunder written and hereinafter collectively referred to as the "said Property" and building is hereinafter referred to as "the existing building".

2. By virtue of an Assignment dated 8th January 1962 registered with the Sub-Registrar of Assurances at Serial No. BOM/92/1962 executed between the said Mr. Chintaman Balkrishna Phatak and Shivshankar Bhausahab Sonone, the said Mr. Chintaman Balkrishna Phatak assigned all his right, title and interest in the said Property described in the Schedule hereunder written at or for the consideration mentioned therein unto the said Assignee from the date thereof in perpetuity subject to the terms of the Lease dated 30th September, 1953 and payment of rents and other terms and conditions therein.
3. Shri Shivshankar Bhausahab Sonone, the lessee died intestate on 19th December 1965, leaving behind him his wife, Smt. Parvatibai Shivshankar Sonone, his 3 sons, (1) Shri Ramkrishna Shivshankar Sonone, (2) Shri Pravinchandra Shivshankar Sonone and (3) Shri

Vishwanath Shivshankar Sonone and his 6 daughters, (1) Sushila Shivshankar Sonone (now Smt. Sushila Shankar Jadhav), (2) Shashikala Shivshankar Sonone (now Smt. Shashikala Navin Khandhar), (3) Shalini Shivshankar Sonone (now Shalini Suresh Bhamare), (4) Shakuntala Shivshankar Sonone (now Smt. Shakuntala Tulsiram Suryavanshi, (5) Snehlata Shivshankar Sonone (now Smt. Snehlata Anand Jadkar) and (6) and Lilavati Shivshankar Sonone (now Smt. Lilavati Shamkant Turekar) as his surviving heirs and legal representatives;

4. Shri. Ramkrishna Shivshankar Sonone died intestate on 12th September, 1971 and Smt. Parvatibai Shivshankar Sonone died intestate on 18th February, 1987 and by virtue of the Letter bearing No. AC/Estates/21490/LBIV dated 15th April, 2005, the MCGM recognized the rights of (1) Sushila Shankar Jadhav, (2) Smt. Shashikala Navin Khandhar, (3) Shri Pravinchandra Shivshankar Sonone (4) Shalini Suresh Bhamare, (5) Shakuntala Tulsiram Suryavanshi, (6) Shri Vishwanath Shivshankar Sonone (7) Smt. Snehlata Anand Jadkar and (8) Smt. Lilavati Shamkant Turekar, in respect of the said Property and carried out the mutation in their records and thus the said persons became entitled to the leasehold rights in respect of the said Property.
5. By and under a Deed of Assignment-cum-Development Agreement dated 15th October 2013 registered with the Sub Registrar of Assurances at Serial No. BBE-1/9102/2013, the aforesaid (1) Sushila Shankar Jadhav, (2) Smt. Shashikala Navin Khandhar, (3) Shri Pravinchandra Shivshankar Sonone (4) Shalini Suresh Bhamare, (5) Shakuntala Tulsiram Suryavanshi, (6) Shri Vishwanath Shivshankar Sonone (7) Smt. Snehlata Anand Jadkar and (8) Smt. Lilavati Shamkant Turekar, Assignors named therein transferred and/or assigned all their right, title and interest in the said Property unto and in favor of the said M/s. Tanishq Builders and submitted the said Deed for recording the assignment of its leasehold rights in respect of the said Property to the

MGGM and the MCGM registered the same under Serial No. 8448 on 15th December, 2015.

6. In the circumstances, the said M/s. Tanishq Builders are the present Assignees of the said Property and entitled to lease hold rights for the remaining term of the lease specified in the Indenture of Lease dated 30th September, 1953, subject however to the fulfillment of the various other terms and conditions stipulated therein and also subject to the occupation of the several premises and tenements therein by monthly tenants / occupants.
7. Regulation 33 (7) read with Appendix III of the Development Control Regulations, 1991 (as amended) applicable to the City of Mumbai provides for grant of Floor Space Index ("FSI") of 1:3 in case of buildings constructed prior to the year 1940 and assessed to Repair Cess under "A" Category and the said D.C. Regulations also provide for several other concessions and incentives to take up demolition and reconstruction of such buildings.
8. The said Building "Shiv Parvati Kunj" standing on the said Property was constructed prior to 1940 and is in a dilapidated condition and is assessed to Repair Cess under "A" Category specified in Section 84 of the Maharashtra Housing & Area Development Act, 1976 (MHADA) and is fully occupied by tenants/occupants; and as such is eligible to avail of the concessions and incentives offered by the D C Regulations.
9. The said M/s. Tanishq Builders being entitled to develop the said Property under the aforesaid Regulations are framing a Scheme whereby the said building which is in a dilapidated condition and in urgent need of complete demolition and reconstruction will be redeveloped at their own costs and expenses under the provisions and the scheme stipulated under DCR 33(7) by consuming the available FSI under the DC

Regulations presently in force and re house the various tenants/occupants in the new building to be constructed thereon.

10. The said M/s. Tanishq Builders have caused to be published public advertisements in the Free Press Journal and Navshakti News papers both dated 23rd September 2013 inviting claims and objections prior to commencing the redevelopment of the said Property and have not received any adverse or other claims. Mutation in the Property Card Register is pending in the Office of the Collector and the Assignment of leasehold rights in favour of M/s. Tanishq Builders is recorded with the MCGM at Serial No. 8448 on 15th December, 2015 and thus the said M/s. Tanishq Builders are entitled to the lease hold rights in respect of the said Property.

The said M/s. Tanishq Builders have made available to us for our inspection all original documents of title relating to the said Property and have informed us that they have not pledged any of these documents of title with any Bank, financial institution or any other person as security for payment of any money or for performance of any obligation. They have further informed us that there is no other factor adversely affecting their title to the said Property. All the premises in the building "Shiv Parvati Kunj" are let out to different persons on monthly tenancy basis. There is no litigation or other proceedings pending in respect of the said Property nor is there any prohibitory order, injunction or other restraint on transfer and alienation of premises in the said Property.

Relying on the aforesaid information and assurances as held out by the said M/s. Tanishq Builders and based on our verification of the original documents of title, we hereby Certify that the said M/s. Tanishq Builders are entitled to the leasehold rights in respect of the said Property and in respect of the tenanted building "Shiv Parvati Kunj" standing thereon and that its title as existing Assignees of the said Property is clear, marketable and free from all encumbrances and reasonable doubts and further that they are eligible to

carry-out redevelopment of the said Property in accordance with the sanctions and approvals of the MCGM and other Authorities.

THE SCHEDULE ABOVE REFERRED TO

(Description of the Property)

ALL THAT piece or parcel of land admeasuring 417 square yards equivalent to 348.66 square meters or thereabouts, situate at and being Plot No. 272-A of the Dadar Matunga Estate of the Corporation in the City and Island and registration sub-district of Bombay together with a the Building standing thereon consisting of ground and two upper floors and a staircase room known as "Shiv Parvati Kunj", now bearing new Survey No. 879 and Cadastral Survey No. 222A/ 10 of Matunga Division and assessed under F Ward No. 7381 (2) Street No. 10A and now 12 B and bounded as follows:

On or towards the North-East by :	Plot No.287
On or towards the South East by :	Plot No. 272
On or towards the South-West by :	60 Feet Deodhar Road
On or towards the North-West by :	Plot No. 273

For S R. Rawell & Co.



Advocates