



Mrs. SURINDER H. RAO

B.A.L.L.B.

ADVOCATE HIGH COURT

OFFICE : SHRI SAIBABA, SHOP NO.21
COURT NAKA, BHAVANI MARKET,
NEAR COLLECTOR OFFICE,
THANE (W) - 400 601
MOB.: 90040 31216

Date :

To,
M/s. Unnathi Associates

Dear Sirs,

I. at your request, I have investigated the title of

(A) (1) SHRI RAJAN N. BANDELKAR (2) SHRI SHYAMAL V. MODY, (3) MRS. KALPANA VIJAY MODY & (4) MRS SANGITA KIRTI SHAH, carrying on business under the name & style of M/S. UNNATHI ASSOCIATES, having registered office at Room No.26, 3rd floor, Kilachand Building, 298 Princess Street, Marine Lines, Mumbai - 400 002 and administrative office at Laxmi Narayan Residency, Unnathi Garden, Opp. Ma Niketan, Pokharan Road No.2, Majiwade, Thane (West) 400 610 (hereinafter referred to as "the said Unnathi") to the property more particularly described in (i) the First Schedule (hereinafter referred to as 'the said First Property'); (ii) the Second Schedule (hereinafter referred to as 'the said Second Property') & (iii) the Third Schedule (hereinafter referred to as 'the said Third Property') hereunder written;

II. I have caused searches to be taken at the Office of Sub Registrar of Assurances at Thane, I have perused the documents of title, Declaration executed by said Unnathi and Revenue Record.

III. On perusal of the above it appears that :

a) Shri Kashinath Kamlya Bhoir (hereinafter referred to as 'the said Kashinath'), in pursuance of conditional Purchase Deed executed in or about 1942, and Shri Eknath Laxman Bhoir (hereinafter referred to as 'the said Eknath') were the joint owners and as such absolutely entitled to the said larger property ;

b) the said Eknath died intestate on 24/10/1990 leaving behind him three son's and three married daughters viz. 1) Shri Sadanand Eknath Bhoir, 2) Shri Devidas Eknath Bhoir, 3) Shri Gajanan Eknath Bhoir, 4) Smt. Kalavati Harishchandra Patil, 5) Smt. Anusaya Harishchandra Patil and 6) Smt. Vatsala Subhash Patil, (hereinafter collectively referred to as "the heirs of the said Eknath") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

c) the said Kashinath died intestate in the year 1992-93 leaving behind him 1) Shri Kacher Kashinath Bhoir (hereinafter referred to as 'the said Kacher'), 2) Shri Vishnu Kashinath Bhoir (hereinafter referred to as 'the said Vishnu'), 3) Smt. Sonibai Damodar Bhoir (hereinafter referred to as "the said Sonibai"), being the widow of his pre-deceased son, Shri Damodar Kashinath Bhoir and one married daughter 4) Smt. Kusum Anant Shinge (hereinafter referred to as "the said Kusum") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

d) by Order bearing No.ULC/TA/TN-4/Kavesar/SR-267+306 dated 27/03/2002 r/w revised order dated 05/05/2004, the Addl. Collector and Competent Authority, Thane Urban

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Agglomeration, declared the said Kacher, one of the legal heir of the said Kashinath to be surplus land holder to the extent of 42451.41 sq. mtrs which includes portion of the said First, Second & Third Property to the extent of 7356 sq. mtrs.;

e) the said Vishnu died intestate on 14/03/2005 leaving behind him his widow, Smt. Nalini Vishnu Bhoir, three sons, Shri Kishore Vishnu Bhoir, Shri Rajesh Vishnu Bhoir & Shri Deepak Vishnu Bhoir, and one daughter, Smt. Bhavna Kishore Patil, (hereinafter collectively referred to as "the heirs of said Vishnu") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

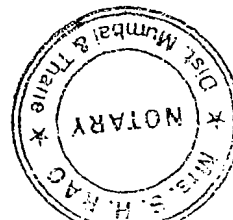
f) acquisition proceedings under Sec.10(5) of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as 'the said ULC Act') were undertaken in respect of the surplus land out of the said larger property being portion admeasuring 3500 sq. mtrs. out of the said First Property, portion admeasuring 2020 sq. mtrs. out of the said Second Property and portion admeasuring 1836 sq. mtrs. out of the said Third Property, totally admeasuring 7336 sq. mtrs. (hereinafter collectively referred to as 'the said surplus land') in pursuance of the Order dated 15/04/2005 and Mutation Entry No.2658 was certified in that behalf;

g) the said Kacher died intestate on 26/04/2010 leaving behind him his widow, Smt. Anandibai Kacher Bhoir, three sons, Shri Raghunath Kacher Bhoir, Shri Pravin Kacher Bhoir (hereinafter referred to as 'the said Pravin') & Shri Mohan Kacher Bhoir and two married daughters, Smt. Ashalata Moreshwar Mhatre & Smt. Vandana Vasant Wadekar (hereinafter collectively referred to as 'the heirs of the said Kacher') as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

h) by a Release Deed dated 28/07/2010, registered with the Sub-Registrar of Assurances at Thane under Sr. No.8188/2010, executed between the said Pravin therein referred to as the Releasee of the one part and the said Kusum therein referred to as the Releasor of the other part, the Releasor therein, released and relinquished all her undivided right, share, interest and title whatsoever in respect of the said Larger Property in favour of the Releasee therein at or for the consideration and upon the terms and conditions therein mentioned. The effect thereof was recorded in the revenue records vide M.E. No.3060. However, the said Kusum filed complaint against the said M.E. in the court of Nayab Tahasildar (Revenue) bearing No. Record of Rights/Complaint/S.R. 40/2011 (hereinafter referred to as 'the said first matter') wherein the Hon'ble Nayab Tahasildar dismissed the said first matter by upholding the correctness of the M.E. No.3060;

i) by a Release Deed dated 13/08/2010, registered with the Sub-Registrar of Assurances at Thane under Sr. No.8853/2010, executed between the said Pravin therein referred to as the Releasee of the one part and the said Sonibai therein referred to as the Releasor of the other part, the Releasor therein, released and relinquished all her undivided right, share, interest and title whatsoever in respect of the said Larger Property in favour of the Releasee therein at or for the consideration and upon the terms and conditions therein mentioned. The effect thereof was recorded in the revenue records vide M.E. No.3027. However, the said Sonibai filed complaint against the said M.E. in the court of Nayab

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Tahasildar (Revenue) bearing No. Record of Rights/Complaint/S.R. 14/2011 (hereinafter referred to as 'the said second matter') wherein the Hon'ble Nayab Tahasildar dismissed the said second matter by upholding the correctness of the M.E. No.3027;

j) by order bearing No.ULC/T.A./KAVESAR/ S.R.267/306 dated 03/09/2010, the Addl. Collector and Competent Authority cancelled the acquisition proceedings initiated in respect of the said surplus land out of the said larger property in pursuance of abolition of the said ULC Act;

k) by an Agreement for Sale dated 08/09/2010 (hereinafter referred to as the 'said First Agreement') executed by and between M/s. Sai Enterprises (hereinafter referred to as 'the said Sai') therein referred to as the Purchasers of the One Part and the heirs of the said Vishnu & others therein referred to as the Vendors of the Other Part, the Vendors therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors therein their undivided 1/4th share, right, title and interest in the said Second Property i.e. land admeasuring 507.50 sq. mtrs. at and for the consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.9672;

l) pursuant to the said First Agreement, the said heirs of the said Vishnu & others executed an even dated Power of Attorney (hereinafter referred to as the 'said First POA') in favour of the persons nominated by the said Sai in order to enable them to do all acts, deeds, matters and things for and in respect of their undivided share, right, title and interest in the said Second Property as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.816;

m) by an Agreement for Sale dated 08/09/2010 (hereinafter referred to as the 'said Second Agreement') executed by and between the said Sai therein referred to as the Purchasers of the One Part and the heirs of the said Vishnu alongwith heirs of the said Eknath & others therein referred to as the Vendors of the Other Part, the Vendors Nos.1 to 9 therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors No.1 to 9 therein their undivided 1/4th share, right, title and interest in First and Third Property i.e. admeasuring 677.50 sq. mtrs. and the Vendors Nos.10 to 30 therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors Nos.10 to 30 therein their undivided 1/2 share, right, title and interest in the said First and Third Property i.e. admeasuring 3387.50 sq. mtrs. at and for the consideration and upon the terms and conditions therein contained. The said Second Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.9665/2010;

n) pursuant to the said Second Agreement, the heirs of the said Vishnu alongwith the heirs of the said Eknath & others executed a Power of Attorney of even date (hereinafter referred to as the 'said Second POA') in favour of the persons nominated by the said Sai in order to enable them to do all acts, deeds, matters and things for and in respect of their respective undivided share, right, title and interest in respect of the said First & Third Property

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as contained therein. The said Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.814;

o) by an Agreement for Sale dated 13/10/2010 (hereinafter referred to as the 'said Third Agreement') executed by and between the said Sai therein referred to as the Purchasers of the One Part and the heirs of the said Kacher & others therein referred to as the Vendors of the Other Part, the Vendors therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors therein their undivided 3/4th share, right, title and interest in the said Second Property i.e. admeasuring 1522.50 sq. mtrs. at and for the consideration and upon the terms and conditions therein contained. The said Third Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.10671;

p) pursuant to the said Third Agreement, the heirs of the said Kacher and others executed a Power of Attorney of even date (hereinafter referred to as the 'said Third POA') in favour of the persons nominated by the said Sai in order to enable them to do all acts, deeds, matters and things for and in respect of their undivided share, right, title and interest in the said Second Property as contained therein. The said Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.912;

q) by an Agreement for Sale dated 13/10/2010 (hereinafter referred to as the 'said Fourth Agreement') executed by and between the said Sai therein referred to as the Purchasers of the One Part and the heirs of the said Kacher and others therein referred to as the Vendors of the Other Part, the Vendors therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors therein their undivided share, right, title and interest in portion admeasuring 1312.5 sq. mtrs. out of the said First Property and portion admeasuring 720 sq. mtrs. out of the said Second Property aggregately admeasuring 2032.5 sq. mtrs. i.e. 3/4th portion out of their 1/2 share in the said First and said Second property at and for consideration and upon the terms and conditions therein contained. The said Fourth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.10672;

r) pursuant to the said Fourth Agreement, the heirs of the said Kacher & others executed a Power of Attorney of even date (hereinafter referred to as the 'said Fourth POA') in favour of the persons nominated by the said Sai in order to enable them to do all acts, deeds, matters and things for and in respect of the Property described therein as contained therein. The said Fourth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.914;

s) the said First Property, the said Second Property and the said Third Property are hereinafter collectively referred to as "the said property";

t) the First Agreement, the said Second Agreement, the said Third Agreement and the said Fourth Agreement are hereinafter collectively referred to as "the said Agreements";

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- u) the said First POA, the said Second POA, the said Third POA and the said Fourth POA are hereinafter collectively referred to as "the said POA's".
- v) the heirs of the said Kashinath, the heirs of the said Kacher and the heirs of the said Vishnu shall henceforth be collectively referred to as 'the Original Owners';
- w) the Original Owners had put the said Sai in possession of the said property and the Said Sai had been in possession thereof since then without any hindrance of whatsoever nature;
- x) the said Sai, through the Original Owners, submitted plans for development of the said property to the Municipal Corporation of the City of Thane (hereinafter referred to as 'the Corporation') and the Corporation has sanctioned the same vide V.P. No.S06/0085/10TMC/TDD/0356/11 dated 07/03/2011.
- y) by a Declaration – Cum – Indemnity Bond dated 21/03/2011, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.2594/2011 (hereinafter referred to as 'the said First Declaration'), the said Sai has, on behalf of the Original Owners handed over portion admeasuring 242.75 sq. mtrs. out of the said Third Property to the Corporation being the portion reserved for 30 Mtrs. Wide D. P. Road as per the Development Control Rules. However, the said Sai has not handed over the said reserved portion to the Corporation and the said reserved portion is still mutated in the name of the Owners thereof in the revenue records pertaining thereto and consequently, the said Sai have till date not obtained and / or utilized the compensation in respect thereof till date;
- z) by Order bearing No.REVENUE/C-1/Te-1/NAP/SR-22/2011 dated 18/06/2011, the Collector, Thane granted N.A. permission in respect of portion admeasuring 6117.66 sq. mtrs. out of the said property upon the terms and conditions therein mentioned.
- aa) By a Deed of Conveyance dated 06/07/2011(hereinafter referred to as "the said First Deed") made and executed between the Original Owners & others therein referred to as the Vendors of the one part and the said Sai therein referred to as the Purchasers of the other part, the Vendors therein sold, transferred and conveyed the said property to the Purchasers therein and the Purchasers therein purchased from the Vendors therein all their right, title, interest and share whatsoever in respect of the said property at and for the consideration and upon the terms and conditions therein contained. The said First Deed is registered with the office of Sub-Registrar.of Assurances, Thane under Sr. No.6474/2011;
- bb) by a Deed of Right of Way dated 09/08/2011 executed between the said Sai therein referred to as the Grantee of the one part and Smt. Thakubai Shantaram Dhapad & 11 others (hereinafter collectively referred to as "the said Thakubai& others") therein referred to as the Grantor of the other part, the Grantor therein granted irrevocable right of way from their property (which falls under the reservation of D.P. Road and more particularly described as Property 'B' therein written) to the said property as shown on the Plan thereof hereto annexed and marked as Annexure 'A' by Brown colour wash to pass and repass through their property for the purpose of going to and fro the nearest public road from the

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said property at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Right of Way dated 09/08/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7618/2011 on 11/08/2011;

cc) By a Deed of Conveyance dated 15/09/2011, registered with the office of Sub-Registrar of Assurance, Thane under Sr. No.9919/2011 (hereinafter referred to as 'the said Second Deed') made and executed by and between the said Sai therein referred to as the Vendors of the one part and said Unnathi herein therein referred to as the Purchasers of the other part, the Vendors therein sold, transferred and conveyed to the Purchasers therein and the Purchasers therein purchased from the Vendors therein, all their right, title, interest and share whatsoever in respect of the said property together with the benefits and advantages of the said Agreements, the said Deeds, as well as the sanctioned plan hereinabove mentioned in favour of the Purchasers and also together with the Commencement Certificate agreed to be obtained by the Vendors at their own costs and expenses and handover the same to the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned;

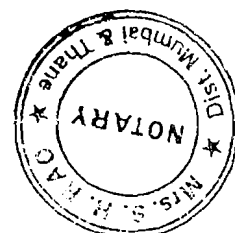
dd) by a Deed of Right of Way dated 05/11/2011 executed between Said Unnathi herein therein referred to as the Party of the First Part of the one part and the said Unnathi herein therein referred to as the Party of the Second Part of the other part, the Party of the First Part therein granted right of way over portion of their First property more particularly described in First Schedule thereunder written being a passage of 9'.0 meters wide road running across the said First property of the Party of the First Part to be used as private access road as shown on the Plan thereof by blue coloured hatched lines to pass and repass through their property for the purpose of going to and fro the existing D.P. Road to the said Second Property more particularly described in the Second Schedule thereunder written at free of cost and upon the terms and conditions therein mentioned. The said Deed of Right of Way dated 05/11/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.11730/2011;

ee) In the premises aforesaid, the said Unnathi have become the owners of the said Property;

ff) In pursuance of the above cited Deeds, Agreements, Power of Attorneys, said Unnathi are entitled to develop the said property being the said First Property, the said Second Property and the said Third Property and have also sole and exclusive right to sell the flats and premises in the buildings to be/being constructed on the said property in accordance with the sanctioned plans as may be approved by the Thane Municipal Corporation (hereinafter referred to as 'the Corporation') and to enter into agreement/s with the Allottees and to receive the sale price in respect thereof;

gg) The Corporation also granted Commencement Certificate in respect of the development of the said property vide V.P. No.S06/0085/10/ TMC/TDD/0512/11 dated 20/12/2011.

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hh) While sanctioning the plans the Corporation has laid down certain terms, conditions and restrictions which are to be observed and performed by said Unnathi while developing the said property and upon due observance and performance of which only the Occupation and Completion Certificate/s in respect of the Buildings shall be granted by the Corporation;

ii) said Unnathi have commenced construction of the Building/s in accordance with the sanctioned plans;

jj) As per the sanctioned plans, said Unnathi were entitled to construct 4 buildings, viz. Building No.1 comprising of Stilt plus Thirteenth (Part) upper floors and Building Nos.2 to 4 comprising of Stilt plus Seven upper floors. said Unnathi represented to me that initially said Unnathi intended to acquire development or ownership right of the adjoining property being land bearing Survey No.23, Hissa No.1 (hereinafter referred to as 'the said adjoining land') and grant right of way to the owners/occupants thereof through land bearing Survey No.110, Hissa No.3 (hereinafter referred to as 'the said adjacent land') in order to enable them to pass and repass to and fro the said adjacent land to the nearest D.P. Road. However, subsequently, due to technical reasons, said Unnathi have cancelled the said idea of acquiring the said adjoining land and have granted right of way to the said property through the said adjacent land in the manner more particularly mentioned hereinabove .

kk) Said Unnathi became entitled to commence the construction work of 4 buildings viz. Building Nos.H1 (as per municipal sanction Building No.1) comprising of Stilt plus Thirteen (Part) upper floors and Building Nos.H2 to H4 (as per municipal sanction Building No.2-4) comprising of Stilt plus Seven upper floors as per the said Commencement Certificate dated 20/12/2011 granted by the Corporation.

ll) Subsequently, said Unnathi, on behalf of the Original Owners, submitted revised amended plans in respect of Buildings to be constructed on the said property to the Corporation and the Corporation has sanctioned the same vide V.P. No.S06/0085/10TMC/TDD/1239/14 dated 22/09/2014.

mm) As per the amended sanction plan, said Unnathi are entitled to construct Building No. H2 (as per municipal sanction Building No.2) comprising of Stilt + 1st to 7th upper floors and Building No.H3 (as per municipal sanction Building No.3) comprising of Stilt + 1st to 6th upper floors only i.e. aggregately 3 buildings upon the said property instead of 4 buildings as previously envisaged by said Unnathi. According to the amended sanctioned plans said Unnathi have commenced and completed the construction of Building No.H1 (as per municipal sanction Building No.1) and have obtained Occupation Certificate bearing V.P. No.S06/0085/10/TMC/TDD/OCC/2014/15 dated 09/11/2015 from the said Corporation.

nn) Meanwhile, as per the Government Resolution NoTPS-1214/540/C.R.-88/14/UD-12 dated 28/08/2015, said Unnathi became entitled to utilize and consume additional FSI by way of TDR upon the said property by purchasing the same from the Government upon the terms and conditions therein mentioned.

oo) In pursuance of the above GR, upon loading such additional FSI/TDR to the extent of 2232 sq. mtrs., said Unnathi have submitted revised amended plans in respect of the

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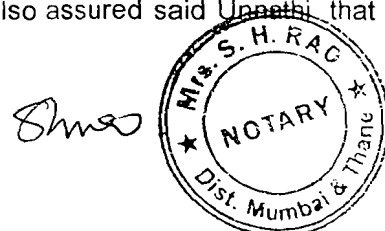
Buildings to be constructed on the said property to the Corporation and the Corporation has sanctioned the same vide V.P. No.S06/0085/10TMC/TDD/1747/16 dated 01/04/2016.

pp) As per the amended sanction plan, said Unnathi are entitled to construct Building No.H2 (as per municipal sanction Building No.2) comprising of Stilt + 1st to 19th and 20th (P) upper floors and Building No.H3 (as per municipal sanction Building No.3) comprising of Stilt + 1st to 2nd upper floors only.

qq) By a Deed of Conveyance dated 31/12/2009, made and executed by and between Smt. Sahajaya Mohammad Bharmar and 16 others therein referred to as the Vendors of the First Part, Afzal Akil Bharmar and 30 others therein referred to as the First Confirming Party of the Second Part, M/s. Ketki Developers therein referred to as the Second Confirming Party of the Third Part and the Developers herein therein referred to as the Purchasers of the Fourth Part, the Vendors and the First Confirming Party therein, with the consent and knowledge of the Second Confirming Party therein, sold, transferred, conveyed and assured the properties more particularly described in the Schedule thereunder written which includes land bearing S. No.17/3 admeasuring 400 sq. mtrs. situate, lying and being at village Vadavli, Thane (W) being reserved under road and Play ground as per the Development Plans in respect of the city of Thane (hereinafter referred to as 'the said First Reserved Property') at or for the consideration and upon the terms and conditions contained therein.

rr) By a Deed of Conveyance dated 03/08/2010, made and executed by and between Mrs. Raziya Begum Abdul Mutallib Varekar and others therein referred to as the Vendors of the First Part, Mrs. Sajida Begum Abdul Rashid Varekar and others therein referred to as the First Confirming Party of the Second Part, 1) Mr.Vallabhji Devji Dedhia and 2) Mr. Deepak VallabhjiDedhia therein referred to as the Second Confirming Party of the Third Part and 1) Mr.Rajan Banndelkar, 2) Mr. Shyamal Mody, 3) Mrs. Kalpana Mody and 4) Mrs.Sangeeta Shah being the partners of the Developers herein therein referred to as the Purchasers of the Fourth Part, the Vendors, with the consent and knowledge of the First Confirming Party and the Second Confirming Party therein, sold, transferred, conveyed and assured the properties more particularly described in the Schedule thereunder written which includes land bearing S. No.17/2 admeasuring 790 sq. mtrs. situate, lying and being at village Vadavli, Thane (W) being reserved under road and Play ground as per the Development Plans in respect of the city of Thane (hereinafter referred to as 'the said Second Reserved Property') at or for the consideration and upon the terms and conditions contained therein.

ss) one Shri Anil HarishchandraPatil being Constituted Attorney of Smt. HiraManikBhoir and 7 others (hereinafter referred to as 'the said Hira and others'), have filed a Spl. Civil Suit bearing No.174/2013 in the court of Hon'ble Civil Judge (S.D.), Thane for alleged declaration, injunction and partition in respect of the said property against the Original Owners & others including said Unnathiherselves herein (hereinafter referred to as 'the said Suit'). Said Unnathi have approached and discussed with the said Hira and others about their absolute ownership and title to the said property and also furnished to the said Hira and others, the copies of the title deeds, whereupon, the said Hira and others realized their folly and accepted that they have no right, title, interest or claim whatsoever in the said property but had, under a misunderstanding, filed the said Suit and also assured said Unnathi that





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they shall never claim any right in respect of the said property and shall initiate requisite steps to withdraw the said Suit and the same is pending. Moreover, no adverse order has been passed in the said Suit against said Unnathi in respect of the said property.

tt) Meanwhile, vide Deed of Consent dated 27/08/2013 r/w Declaration also dated 27/08/2013, the said Hira and others have agreed, declared and confirmed the facts regarding filing of the said Suit in respect of the said property against the Original Owners and others including said Unnathi herein due to misunderstanding and misconception and have consented to and confirmed the Ownership and title of the said Unnathi to the said property absolutely as well as all the agreements, deeds, poa's, etc. that have been executed in respect of the said property as therein mentioned and also assured that they shall withdraw the said Suit unconditionally at their own cost and efforts. The said Deed of Confirmation and the said Declaration are registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.8749/2013 & 8752/2013 respectively.

uu) In pursuance of the said Deed of Confirmation dated 27/08/2013, the said Hira and others have also executed an even dated Power of Attorney in favour of the persons nominated by said Unnathi in order to enable them to carry out all acts, deeds, matters and things in respect of the said property as mentioned therein. The said Power of Attorney dated 27/08/2013 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.8750/2013.

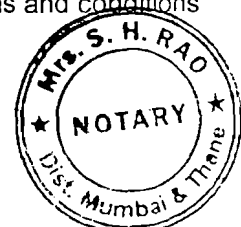
vv) By a Declaration dated 24/07/2013, said Unnathi have surrendered and handed over portion admeasuring 140 sq. mtrs. out of the said First Reserved Property and portion admeasuring 400 sq. mtrs. out of the said Second Reserved Property aggregating to 540 sq. mtrs. being the portions reserved for 30 mtrs. wide D.P. Road in favour of the Corporation upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Second Declaration'). The said Second Declaration is registered with the office of Sub Registrar of Assurances at Thane under Sr.No.5947/2013;

ww) By another Declaration dated 24/07/2013, said Unnathi have surrendered and handed over portion admeasuring 260 sq. mtrs. out of the said First Reserved Property and portion admeasuring 390 sq. mtrs. out of the said Second Reserved Property aggregating to 650 sq. mtrs. being the portions reserved for Play Ground in favour of the Corporation upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Third Declaration'). The said Third Declaration is registered with the office of Sub Registrar of Assurances at Thane under Sr.No.5948/2013;

xx) In pursuance of the said Second Declaration, the Corporation have granted TDR admeasuring 540 sq. mtrs. under DRC bearing No.251 bearing Folio No.TDR/S06/Rd.30 mtrs./0123/TDR/Sector-VI dated 22/04/2016 upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First DRC');

yy) In pursuance of the said Third Declaration, the Corporation have granted TDR admeasuring 650 sq. mtrs. under DRC bearing No.223 bearing Folio No.TDR/S06/P.G.3/0122/12/TDR/Sector-VI dated 22/04/2016 upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Second DRC');

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Mrs. SURINDER H. RAO

B.A.L.L.B.

ADVOCATE HIGH COURT

OFFICE : SHRI SAIBABA, SHOP NO.21
COURT NAKA, BHAVANI MARKET,
NEAR COLLECTOR OFFICE,
THANE (W) - 400 601
MOB.: 90040 31216

Date :

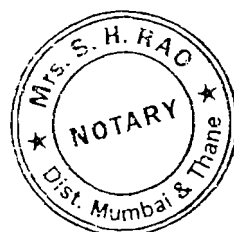
zz) By and under a Deed of Transfer of TDR dated 21/10/2015 (hereinafter referred to as 'THE SAID FIRST TDR DEED'), made between M/s. Vijay Gruhnirman Pvt. Ltd. (hereinafter referred to as 'the said Vijay') therein referred to as the Transferor of the one part and said Unnathi herein therein referred to as the Transferees of the other part, the Transferors therein sold FSI in the form of TDR to the extent of 2,530 sq. mtrs. equivalent to 27,233 sq. ft. ONLY and more particularly described under Third Schedule thereunder written from DRC No.Reservation/123 under Folio No.TDR/6/P.G.1/11/2006 dated 12/03/2010 (hereinafter referred to as 'the said First TDR under sale') at and for the consideration and upon the terms and conditions therein contained. The said First TDR Deed is registered with the office of Sub Registrar of Assurances at Thane under Sr.No.12507/15.

ab) Pursuant to the said First TDR Deed, the said Vijay executed a Power of Attorney of even date (hereinafter referred to as 'the said FIRST TDR POA') in favour of the persons nominated by said Unnathi to enable them to do all the acts, deeds, matters and things contained therein. The said First TDR POA is registered with the office of Sub Registrar of Assurances at Thane under Sr.No.12508/2015;

ac) By a Deed of Partnership dated 01/04/2016, Mrs. Kalpana Vijay Mody was retired from said Unnathi and Mr. Sumit Vijay Mody and Mr. Kushal K. Shah have been admitted as partners in the said Unnathi on the terms and conditions therein contained.

ad) By and under a Deed of Sale/Transfer of Development Rights dated 13/10/2016 (hereinafter referred to as 'THE SAID SECOND TDR DEED'), made between Shri Bhagwan Vishnu Madhvi and others therein referred to as the Transferors of the first part, M/s. Laabh Buildwell (hereinafter referred to as 'the said Laabh') therein referred to as the Confirming Party of the Second part and the said Unnathi herein therein referred to as the Transferees of the third part, the Transferors therein, at the instance and with the consent and knowledge of the Confirming Party therein, sold FSI in the form of TDR to the extent of 160 sq. mtrs. equivalent to 1722.24 sq. ft. ONLY and more particularly described under Third Schedule thereunder written from and out of DRC No.Road/257 under Folio No.TDR/S06/Rd.40 mtrs./0261/14/TDR/Sector VI dated 02/01/2016 admeasuring 510 sq. mtrs. (hereinafter referred to as 'the said Second TDR under sale') at and for the consideration and upon the terms and conditions therein contained. The said Second TDR Deed is registered with the office of Sub Registrar of Assurances at Thane under Sr.No.11748/2016 on 17/10/2016.

ae) Pursuant to the said Second TDR Deed, Mr. Prahlad D. Daga, the partner of the said Laabh executed a Power of Attorney dated 17/10/2016 (hereinafter referred to as 'the said SECOND TDR POA') in favour of the persons nominated by said Unnathi herein to enable them to do all the acts, deeds, matters and things contained therein. The said Second TDR POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.11749/2016;



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af) Said Unnathi have, subsequently, prepared and submitted a revised plan by loading and consuming TDR in the form of FSI to the extent of 3880 sq. mtrs. out of the said First and Second DRC as well as the said First and the Second TDR under sale and submitted the same to the Corporation for its approval. The Corporation has approved the same and also granted Commencement Certificate in respect thereof vide V. P. No.S06/0085/10/TMC/TDD/2160/17 dated 26/04/2017 in respect thereof.

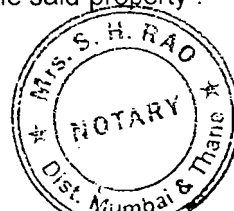
ag) As per the sanctioned plans, said Unnathi are entitled to construct building number H3 (as per municipal sanction Building No.3) comprising of Stilt + 19th upper floors plus 20th Part upper floors on the said property.

ah) Said Unnathi have availed Credit facility/Term Loan of Rs.50 Crore from Housing Development Finance Corporation Ltd. (hereinafter referred to as 'the said HDFC') by an Unilateral Indenture of Mortgage dated 03/11/2014 (hereinafter referred to as 'the said First Mortgage Deed') and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said Bank, the said Unnathi have created mortgage in respect of the said property alongwith other adjoining properties and all the units constructed and/or to be constructed thereon in favour of the said HDFC. The said First Mortgage Deed is registered with the Sub-Registrar of Assurances at Thane on 05/11/2014 under Sr. No.10366/2014.

ai) One of the said Unnathi's sister concern i.e. M/s. Unnathi Estates (hereinafter referred to as 'the said Unnathi') have availed Credit facility/Term Loan of Rs.50 Crore from Housing Development Finance Corporation Ltd. (hereinafter referred to as 'the said HDFC') by an Unilateral Indenture of Mortgage dated 08/09/2016 (hereinafter referred to as 'the said Second Mortgage Deed') for their ongoing project viz. Raunak Residency situated at Vartak Nagar, Thane and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said Bank, the said Unnathi has, with said Unnathi consent and knowledge, created mortgage in respect of the said Vartak Nagar property alongwith other properties including the said property herein and all the units constructed and/or to be constructed thereon in favour of the said HDFC save and except the units mentioned in Annexure I thereunder mentioned. The said Second Mortgage Deed is registered with the office of Sub-Registrar of Assurances at Thane on 09/09/2016 under Sr. No.10935/2016.

aj) By a Deed of Partnership dated 01/04/2017, Mrs. Kalpana Vijay Mody have been admitted as partners in the said Unnathi on the terms and conditions therein contained.

ak) said Unnathi have represented me that said Unnathi are in possession of the said property and said Unnathi have already constructed Building No.H1 (as per municipal sanction Building No.1) and intend to develop two buildings namely Building No.H2 and H3 (as per municipal sanction Building No.2 & 3) on the said property .



Shree



Mrs. SURINDER H. RAO

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In view of the above, I hereby state and certify that in my opinion, subject to: 1) compliance of the various terms and conditions mentioned in the aforementioned permissions & orders, 2) the outcome of the said suit, 3) the mortgage created by said Unnathi in favour of HDFC as mentioned hereinabove and 4) what is stated hereinabove, title of said Unnathi to the said Property more particularly described in the First to Third schedule hereunder written is clear, marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Old Survey No.113 New Survey No.66 Hissa No.5-B admeasuring 3500 sq.mtrs. or thereabout situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Old Survey No.111 New Survey No.67 Hissa No. 8-A admeasuring 2030 sq.mtrs. or thereabout situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Old Survey No.111 New Survey No.67 Hissa No. 8-B admeasuring 1920 sq.mtrs. or thereabout situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation.

Dated this 10th day of June, 2017

Yours faithfully


Advocate

