



JUDICARE LAW ASSOCIATES
ADVOCATES & CONSULTANTS

TITLE REPORT

Immoveable property being all that piece or parcel of land or ground admeasuring in the aggregate 2065.62 square metres or thereabouts bearing Cadastral Survey No.167 and admeasuring in the aggregate 187.29 square metres or thereabouts bearing Cadastral Survey No.166, both of Mumbai Mazgaon Division, together with old structures or chawls standing thereon situate at D'Lima Street, Mazgaon, Mumbai- 400010.



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TITLE REPORT

1. OBJECTIVE:

- 1.1. The objective of this title report ("Report") is to investigate the title of M/s Floor Constructions, a partnership firm with its office at Shop No.24, Potta Estate, Mumbai Central, Mumbai 400008 ("Floor") to the said land described in Clause 2 of this Report based on the title verification process specified in clause 5 hereinbelow.

2. DESCRIPTION OF THE SAID LANDS:

- 2.1. The subject matter of this Report is as set out hereinbelow:

2.1.1. All that piece or parcel of land improvements and premises admeasuring in the aggregate 2005.62 Square Metres or thereabouts bearing C.S. No. 167, of Bombay Mazagaon Division, together with the old structures and Mazagaon Chawls standing thereon known as "Haji Kasam Building", bearing Municipal Ward Nos. E-5072-73, E-5077(4) & E-5077(3A), building No. 29, 15-27 & Chawl No.9, situate, lying and being at Dilma Street & Carpenter lane, Mazgaon, Mumbai 400 010, and bounded as follows:

On or towards East : C.S.No. 2/167, C.S. No. 165
On or towards West : by D' Lima Street
On or towards South : by Cadastral survey No.166
and partly by D'Lima Street.
On or towards North : C.S. No. 1/167

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(hereinafter referred to as the "Larger Plot").

- 2.1.2. All that piece and parcel of land or ground, together with structures thereon, admeasuring about 187.29 Square Metres or thereabouts bearing C.S. No. 166, of Bombay Municipal Division, together with the old structure standing thereon known as "AL-FAROOQ", bearing Municipal Ward No. E-5071(142), building No. 31-B, Dima Street & 2nd Carpenter lane, Margson, Mumbai 400 010, and bounded as follows:-

On or towards East : C.S. No. 165
On or towards West : D' Lima Street
On or towards South : Carpenter Street
On or towards North : C.S. No. 167

(hereinafter referred to as the "Smaller Plot").

- 2.2. The Larger Plot and the Small Plot are collectively referred to as the "said Lands".

3. QUALIFICATIONS:

- 3.1. The scope of our review and of this Report is subject to the following limitations and the express qualifications.

- 3.2. While performing the review, we have assumed the following:

- 3.2.1. genuineness of all signatures;
- 3.2.2. accuracy and correctness of all information / representations provided/made to us, including the facts that are mentioned in

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agreements, executed copies of documents and government records;

3.2.3. authenticity of copies of all documents submitted to us;

3.2.4. conformity of the copies or extracts submitted to us with the originals thereof; and

3.2.5. compliance with all legal requirements by the parties concerned with the said Lands.

3.3. Except as expressly informed to us, we have assumed that there are no outstanding / dues payable by Hoor to any government / statutory authority (including any tax dues) or local body and that the said Lands are not subject to any charge, attachment, proceeding or claim for any amounts due and payable including under applicable laws.

3.4. Our observations in this Report are limited to issues and risks arising from a legal perspective in relation to the title of Hoor to the said Lands, as analyzed by us from the information and documents furnished to us. We have not conducted an independent verification of such information or documents, other than as expressly indicated in the relevant parts of this Report.

3.5. The negative search (pertaining to any litigation by or against Hoor) is restricted to the search carried out by us on the official website of the Bombay High Court on 28th July, 2016.

3.6. This report is restricted to the said Lands alone and do not deal with the title to the structures on the said Lands.

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4. CONFIDENTIALITY:

- 4.1. The contents of this Report are confidential.
- 4.2. Neither this Report nor any of its contents may be disclosed to any person other than to the professional advisers, officers and employees of Hoor Constructions with its office at Shop No. 24, Poffa Estate, Mumbai - 400 008, and of its affiliates who are directly involved in any financing transaction pertaining to the said Lands.

5. TITLE VERIFICATION PROCESS:

- 5.1. As part of our process for verification of title to the said Lands, we have undertaken the following:
 - 5.1.1. perused the title deeds and other documents furnished to us by Hoor, being the documents listed in Annexure "A" hereto.
 - 5.1.2. had discussions with, and obtained clarifications from the representatives of Hoor Constructions;
 - 5.1.3. inspected original title deeds and other original documents with respect to the said Lands on 8th August, 2016
 - 5.1.4. caused searches to be carried out in the concerned offices of the Sub-Registrar of Assurances through an independent Search Clerk Mr. S.M. Sawant, a copy whereof is annexed at Annexure "C" hereto;
 - 5.1.5. caused on-line search to be carried on the official website of the Bombay High Court on 28th July, 2016;



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5.1.6. relied on a Declaration dated 24.08.2016 of Mr. Nisar I. Patel, Partner of M/s Hoor Constructions, a copy whereof is annexed at Annexure "D".

6. DEVOLUTION OF TITLE TO HOOR CONSTRUCTIONS: LARGER PLOT (i.e. C.S. No.167)

6.1. Leasehold Land

6.1.1. The Secretary of State for India in Council devised all that piece or parcel of leasehold land admeasuring approx. 1531 sq.mtrs. bearing CS No.167 (pt) of Margao division ("Leasehold Land") to Mohamed Yusuf Haji Ismail for a period of 21 years from 1st May, 1910 by and under a Lease dated 24th July, 1913.

6.1.2. Under an indenture dated 29th April, 1929 ("the Indenture") registered at Si.No.2081 of 1929 with the Sub Registrar of Assurances at Bombay and executed between Sir Mohammad Yusuf Ismail as the ("The Settlor" and (i) Sir Mahomed Yusuf Ismail, (ii) Lady Khatun Mariam Mahomed Yusuf, (iii) Abdul Rahman Mohamed Yusuf, (iv) Mohamed Hasham Mohamed Yusuf, (v) Shair Bano, (vi) Rabia bano Mahomed Yusuf as the Mutavallis ("Trustees") of the Wakf known as "Sir Mohammed Yusuf Trust" ("said Trust"). Sir Mohammed Yusuf Ismail settled to the Wakf, several properties including a portion of C S No. 167 of Margao Division held as leasehold land to be held, used, occupied and enjoyed in their capacity as Mutavallis of the said Trust subject to the powers and provisions mentioned in the said Indenture.

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6.1.3. Under the Indenture dated 11th January, 1933 registered at Sr. No.268 of 1933 with the Sub Registrar of Assurances at Bombay executed between the Secretary of State for India in Council and the Trustees of the said Trust, the Secretary of State for India further demised the leasehold land admeasuring approximately 1531.78 sq.mtrs. for a term of 21 years commencing from 1st May, 1931.

6.1.4. As per the recitals in the said Deed of Conveyance dated 15th December, 2009, the said Lease dated 11th January, 1933 for the Leasehold Land, was further extended for a period of one year pursuant to the expiry of the said period of 21 years there from. Thereafter, the lease was not renewed and the said Leasehold Land was retained by the Government for use by the police department. No independent document corroborating the above is available.

6.1.5. Observations:

6.1.5.1. *Neither the original nor a copy of the said Lease dated 24th July, 1913, or the Indenture dated 11th January, 1933, are available with Hoor.*

6.1.5.2. *However, the above position is corroborated by the provisions of the Deed of Wakf as well as the entry in the Survey Register (Property Register Card) and the recitals to the registered Deed of Conveyance dated 15th December, 2009.*



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6.2. Freehold Land

6.2.1. Mohamed Yusuf Haji Ismail was entitled to land or ground of Sanad tenure (488.63 sq.mtrs. and 2347.01 sq. mtrs. as quit and ground rent tenure) together with the buildings standing thereon admeasuring approximately 2833.84 sq.mtrs. ("Freehold Land"), situate at D'lina street, Carpenter lane bearing Cadastral Survey No.166 and 167 of Mazgaon division.

6.2.2. Under an Indenture dated 29th April, 1929 ("The Indenture") registered at Sr.No.2081 of 1929 with the Sub Registrar of Assurances at Bombay and executed between Sir Mohammed Yusuf Ismail as the settler and (i) Sir Mahomed Yusuf Ismail, (ii) Lady Khatoon Marum Mahomed Yusuf, (iii) Abdul Raheem Mahomed Yusuf, (iv) Mohamed Hasham Mahomed Yusuf, (v) Shair Banu, (vi) Rabiya bany Mahomed Yusuf as the Mutavallis ("Trustees") of the Waqf known as "Sir Mohammed Yusuf Trust" ("said Trust"), Sir Mohammed Yusuf Ismail settled to "Sir Mohammed Yusuf Trust" a private trust, several properties including a portion of C S No. 167 of Mazgaon Division held as freehold Land, to be held, used, occupied and enjoyed in their capacity as Trustees of the said Sir Mohammed Yusuf Trust subject to the powers and provisions mentioned in the said Indenture.

6.2.3. Observations:

6.2.3.1 *Neither the original Sanad nor a copy thereof is available with Hoor;*



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6.2.3.2 However, the above position is corroborated by the provisions of the Deed of Welf as well as the entry in the Survey Register (Property Register Card) and the recitals to the registered Deed of Conveyance dated 15th December, 2009.

- 6.3. By and under a Land Acquisition Order bearing No. LAG/MHADA/Act/144 dated 2nd July, 1983, a portion of the Freehold Land admeasuring 745.58 sq. mtrs. was acquired under the provisions of MHADA, thereby leaving the Trustees entitled to an area admeasuring approx. 2055.06 sq.mtrs. of the the Larger Plot, as per the Survey Register ("Balance Freehold Land").
- 6.4. By and under the Development Agreement dated 3rd April, 2002 executed between (i) Mr. Hatoun Ajim A.R. Yusuf; (ii) Mr. A.R.Rashid A.R. Yusuf; (iii) Mrs. Zahirissa H. Miha; (iv) Mr. Mohammed Khaleel S. Sulaiman; (v) Mr. Abdul Hamid S. Sulaiman, as Trustees of Sir Mohammed Yusuf Trust as parties of the One part and M/s Hoor Constructions, the Trustees agreed to grant to Hoor, development rights in respect of the Balance Freehold Land on the specific terms and conditions mentioned in the said Development Agreement.
- 6.5. The Trustees of the said Trust by a resolution dated 29th May, 2002 agreed to enter into agreement for development with Hoor Construction and accordingly they filed a Trust Petition bearing No. 1 of 2003 in the Ordinary Original Civil Jurisdiction of the Bombay High Court at Bombay and the Hon'ble Bombay High Court by its order dated 28th April, 2005 has been pleased to allow the said Trust Petition No. 1 of 2003 in terms of prayer clauses (a), (b), (c) and (d) thereof thereby the Hon'ble High Court

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allowed the trustees of the said Trust to proceed with the development with Floor Construction as per the said Resolution dated 29.05.2002.

- 6.6. By and under a Deed of Conveyance dated 15th December, 2009, registered at Sl.No.2806 of 2010 with the Sub Registrar of Assurances at Mumbai ('2009 Conveyance') dated 3rd April, 2002, between (i) Mr. Haroun Alim A.R. Yusuf; (ii) Mr. A.R. Rashid A.R. Yusuf; (iii) Mrs. Zafunissa H. Mitha; (iv) Mr. Mohammed Khaleel S. Suliman; (v) Mr. Abdul Hamid S. Suliman; and (vi) Farooq A.R. Yusuf, as Trustees of Sir Mohammed Yusuf Trust and Mix Floor Constructions, the Trustees sold transferred and conveyed the said Larger Plot to Floor (subject to the existing tenancies/ occupancies) for the consideration and on the terms and conditions mentioned therein.

6.7. Observations

- 6.6.1 *The Land Acquisition Order bearing No. LAQ/MHADA/Act/144 dated 2nd July, 1983 is not available with Floor.*
- 6.6.2 *The 2009 Conveyance records that the Larger Plot is fully encumbered and the structures standing thereon being in the nature of old chawls and hutments are fully used and occupied by tenants and illegal occupants.*
- 6.6.3 *A list of 63 tenants/occupants is annexed to the 2009 Conveyance. We have been informed by Floor Constructions that there are 64 tenants (36 ceased and 28 non-ceased)*

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7. DEVOLUTION OF TITLE TO HOOR CONSTRUCTIONS: SMALLER PLOT (i.e. C.S. NO.166)

7.1 Prior to 1955, one Dadabhoj Rustonji Darukhanawala was entitled to and in possession of all that piece or parcel of land or ground together with the messuages, tenements and hereditaments situated thereupon and admeasuring approx. 196.49 sq. mtrs and bearing CS No.166 of Mazgaon division (the "Original 166 Plot").

7.2 Observations

7.2.1. *We have not perused any document showing how Dadabhoj Rustonji Darukhanawala came to be in possession of the property. However, the position has been corroborated by the entry in PM Card.*

7.3 As per the recitals to the said indenture dated 2nd May, 1955, Dadabhoj Rustonji Darukhanawala died intestate on or about 1st June, 1951. Pursuant thereto, his widow, Bai Navajbai, obtained Letters of Administration to his estate from the High Court, whereby Bai Navaj bai became the administratrix of the estate of the deceased, and by virtue of the Letters of Administration became entitled to deal with the Original 166 Plot.

7.4 Under an Agreement to sell dated 1st February, 1955 executed between Ishak Abdul Rehman Dady and Bai Navajbai, Bai Navajbai agreed to sell to Ishak Abdul Rehman Dady, the Original 166 Plot, for the consideration and on the terms and conditions mentioned therein.

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7.5 Observations

7.5.1. Neither a copy nor the original of the said Agreement for Sale dated 1st February, 1955 is available with Hlor and therefore, we have not perused the same.

- 7.6 In pursuance of the said Agreement for Sale dated 1st February, 1955, by and under an Indenture dated 2nd May, 1955, registered at Sr No.3015 of 1955 with the Sub Registrar of Assurances at Bombay ("1955 Conveyance"), executed by and between Bai Navajbai as the vendor, Ishak Haji Abdul Rehman Dadi as the confirming parties and (i) Ishak Haji Abdul Rehman Dadi, (ii) Suleman Haji Abdul Rehman Dadi and (iii) Ahmed Haji Abdul Rehman Dady as the purchasers, the said Bai Navajbai sold, transferred and conveyed the Original 108 Plot, being all that piece or parcel of land or ground together with the messuages, tenements or dwelling house standing thereon situate lying and being at the Junction of Carpenter Street and Lawrence D'Lima Street at Mazgaon in Registration District and Sub District of Bombay containing by admeasurement according to Laughton's Survey Register 235 Square yards or thereabouts and according to Cadastral Survey Register 224 Square yards and having Laughton's Survey No.3454 Cadastral Survey No.186 of Mazgaon Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under E Ward No.5071(1), (2) and (3) bounded as follows: that is to say on or towards the East and North by the property of D'Souza, on or towards the West by Lawrence D'Lima Street and on or towards the South by Second Carpenter Street to the said (i) Ishak Haji Abdul Rehman Dadi, (ii) Suleman Haji Abdul Rehman Dadi and (iii) Ahmed Haji Abdul Rehman Dady for the consideration and on the terms and conditions mentioned therein.



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- 7.7 Under a Release Deed dated 18th October, 1957, one of the co-owners, Ahmed Haji Abdul Rehman Dadi, released his right, title and interest in the Original 166 Plot in favour of his brothers i.e. the other two co-owners, Ishak Haji Abdul Rehman Dadi, and (ii) Suleman Haji Abdul Rehman Dadi for the consideration and on the terms and conditions mentioned therein.

7.8 Observations

- 7.8.1. *Neither the original nor a copy of the said Release Deed is available with Hoor. However, the search report reflects the said Release Deed. The PR Card also makes a mention of the said Release Deed. Besides, being a very old document, the non availability thereof is not recorded in some of the subsequent conveyances.*

- 7.9 Under an Indenture dated 3rd October, 1968 registered at Sr.No.3482 of 1968 with the Sub Registrar of Assurances at Bombay ("1968 Conveyance") executed by and between (i) Ishak Haji Abdul Rehman Dadi, and (ii) Suleman Haji Abdul Rehman Dadi and Farooq Ahmed Dadi, the said (i) Ishak Haji Abdul Rehman Dadi, and (ii) Suleman Haji Abdul Rehman Dadi sold, transferred and conveyed the Original 166 Plot to Farooq Ahmed Dadi for the consideration and on the terms and conditions mentioned therein.

7.10 Observations

- 7.10.1. *It appears from this document that the land conveyed by the 1968 Conveyance had a structure known as "Al Farook" standing*



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However, the same does not list out the tenants/occupants thereof.

7.10.2. *The Schedule of the land as set out in the Conveyance dated 2nd May, 1955 and the Schedule thereof as set out in the 1958 Conveyance has a slight variation. However, the same does not appear to be a material variation.*

7.11 By and under a Deed of Conveyance dated 7th January, 2011 registered at Sr. No.2080 of 2011 with the Sub Registrar of Assurances at Bombay ("2011 Conveyance"), executed between Farooq Ahmed Dadi as the vendor and M/s Hoor Constructions as the Purchaser, Farooq Ahmed Dadi sold, transferred and conveyed the said Smaller Plot (subject to tenants and occupants) to Hoor Constructions for the consideration and on the terms and conditions mentioned therein.

7.12 Observations :

7.12.1 *The sale to Mr. Farooq Dadi is on an 'as is where is' basis.*

7.12.2 *There is a structure standing on the Smaller Plot, which has tenants and other occupants occupying the Smaller Plot.*

7.12.3 *A list of 18 Tenants/Occupants (pressed) is annexed to the 2011 Conveyance.*

7.12.4 *While the aggregate area of the land conveyed to Farooq Dadi by the previous owner under the 1958 Conveyance was 196.22 sq.mtrs., the aggregate area of land conveyed to Hoor Constructions admeasures approx. 187.29 sq.mtrs.*

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8. TRANSACTIONS PERTAINING TO REDEVELOPMENT

8.1 Agreements with Tenants/Occupants

8.1.1. Both, the 2009 Conveyance for CS 167 and the 2011 Conveyance for CS 168 record that that were hutments, tenants and illegal occupants on the property conveyed. Both the Conveyances have a list of such tenants/occupants annexed thereto.

8.1.2. With respect to CS 167, while the 2009 Conveyance records that there are 63 tenants/occupants, the annexure to the MHADA NOC provided to us records that there are only 36 tenants/occupants. However, we have been informed by Hoor Constructions that there are 64 tenants/ occupants on the property conveyed out of which 36 are ceased and 28 are non ceased.

8.1.3. With respect to CS 168, the 2011 Conveyance as well as the MHADA NOC record that there are 18 tenants/occupants on the conveyed property. We have been informed by Hoor Constructions that all 18 tenants/occupants are ceased.

8.1.4. As per the information provided by Hoor, the structures are still standing on the said Lands and remain to be demolished.

8.1.5. Hoor has also informed us that they propose to enter into agreements for providing permanent alternate accommodation to the tenants/occupants on the said Lands.

9. LAND RECORDS

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9.1. Survey Register/ Property Card-Larger Plot

9.1.1 We have perused the extract of the Survey Register dated 18th July, 2016 for the Larger Plot bearing CS No.167 admeasuring 2066.82 sq. mtrs which currently stands in the name of Floor Constructions : The PR Card shows the following:

9.1.1.1.that the property bearing CS No.167 initially stood in the names of one Jannadas Parbhudas and Popatlal Parbhudas (as the Lessee and Sub-Lessors).

9.1.1.2. Thereafter, the property devolved upon Mr. Porajihun Hamusji Wadia by and under a sub-lease dated 29th September, 1922 executed in his favour by Jannadas Parbhudas and Popatlal Parbhudas.

9.1.1.3. Subsequently, the property devolved upon the trustees of the said Trust being Sir Mohamed Yusuf, Lady Khairun Irani, Abdul Rehman Mahomed Yusuf, Shair Banuand Rabia Banu as Lessors by virtue of the Deed of Wakf dated 29th April, 1929.

9.1.1.4. A certain portion of the land was leased from the Secretary of State for India in Council. Thereafter, Sir Mohammed Yusuf released all his right, title and interest in favour of the other Trustees.

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9.1.1.5, The property then devolved upon the new trustees of the said Trust who were appointed pursuant to a Deed of Appointment, wherein the continuing Trustees being Abdul Rehman Mahomed Yusuf, Shair Banu and Rabia Banu appointed Mr. Khwaja Abdoul Hamid, Abdulla Ibrahim Rahimulla, Abdul Rashid Abdul Rahman, Zaibunisa Hassam Usman.

9.1.1.6, Pursuant thereto, Shair Banu, Abdul Rashid Abdul Rahman, Zaibunisa Hassam Usman being the continuing Trustees have appointed Faruq Abdul Rahman Yusuf, Abdul Hamid Siddick Suleman and Khali Siddick Suleman in place of the other trustees who retired or died.

9.1.1.7, Thereafter, Shair banu expired and Haroun Alm A.R. Yusuf was appointed as per the resolution of the board of Trustees. The Trustees of the said Trust then sold it to Hoor Constructions by virtue of the Deed of Conveyance dated 15th December, 2009.

9.2 Survey Registered Property Card- Smaller Plot

9.2.1 We have also perused the extract of the Survey Register dated 18th July, 2016 for the Smaller Plot bearing CS No.166 admeasuring 167.29 sq. mtrs which currently stands in the name of Farooq Dadi. The PR Card shows the following:

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9.2.1.1 That the property stood in the name of one Dadabhai Rustomji Darukhanawalla who died and thereafter the PR Card stood in the name of Nawabai Rustomji and Moneckbai Rustomji.

9.2.1.2 Pursuant thereto, the PR Card shows that Nawabai Rustomji conveyed the property by and under a Deed of Conveyance dated 2nd May, 1956, in favour of Ishtak Abdul Rahman Dadi, Haji Suleman Abdul Rahman Dadi and Ahmed Haji Abdul Rahman Dadi.

9.2.1.3 The PR Card shows that by an under a release deed dated 18th December, 1957, Ahmed Haji Abdul Rahman Dadi released his right, title and interest in favour of Ishtak Abdul Rahman Dadi, Haji Suleman Abdul Rahman Dadi, who in turn conveyed the said Smaller Plot to Farooq Dadi.

9.2.2. Observations

9.2.2.1. Pursuant to the Conveyance in favour of Farooq Dadi, by and under the 2011 Conveyance, Farooq Dadi conveyed the Smaller Plot to Hoor Constructions. However, this entry is not reflected in the PR Card and we have been informed by Hoor that they have applied for inclusion of their in the PR Card.

10. MORTGAGES/OTHER ENCUMBRANCES

10.1. We are informed by Hoor that there are no encumbrances or mortgages subsisting with respect to the said Lands and Hoor has confirmed this

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position in its Declaration dated 24.08.2016.

- 10.2. The Search Reports, both dated 6th July, 2016, in respect of C.S. No.166 and C.S. No.167 do not reveal any registered mortgage, charge or other encumbrance on the said Lands.

11. INDEPENDENT INVESTIGATION:

11.1. searches in the Offices of the Sub-Registrar of Assurances:

11.1.1. We have relied on two search reports, both dated 6th July, 2016 of Search Clerk Mr. S. M. Sawant for CS No.166 and CS No.167. The Search has been carried out for the period 1987 to 2016 with respect to the said Lands.

11.1.2. The Search Report does not reflect any notice of lis pendens or any registered encumbrance.

11.1.3. Larger Plot: The search report reflects the following entries with respect to CS No.167:

11.1.3.1. Deed of Appointment of New Trustees dated 16th June, 1975 registered at Sr.No.2262 of 1975 with the Sub-Registrar of Assurances at Mumbai and executed between Sherbanoo w/o Mohammed Aagboteale, Abdul Rashid Abdul Rehman and Zaiunnissa Hasam Usmat Miha

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11.1.3.2. Rabia Bano w/o Mohammed Miha, Shabanoo w/o Siddique Suleman and Abdulah Ibrahim Rahimullah (Retiring Trustees)

To

Farooque Abdul Rehman Yusuf, Abdul Hamid Siddique Suleman and Mr. Khalil Siddique Suleman (New Trustees)

Pertaining to the property consisting of land and building bearing CS No.166 and167 admeasuring 2832 sq mtrs. Of Mazgaon Division.

11.1.3.3. Deed of Conveyance dated 15th December, 2009 registered at Sr.No.2808 of 2010 with the Sub-Registrar of Assurances at Mumbai and executed between Haroon Alim A.R. Yusuf, A.R. Rashid A.R.Yusuf, Zaibunissa H. Miha, Mohammed Khaleel S. Suleman and Abdul Hamied S. Suleman and Farukh A.R. Yusuf as Vendors

And

Hoar Constructions as the Purchaser.

11.1.4. Smaller Plot: The search report reflects the following entries with respect to CS No.166:

11.1.4.1. Agreement dated 21st September, 1967 registered at Sr.No.3431 of 1967 with the Sub-Registrar of Assurances at Mumbai executed between Ishak Abdul Rehman Dady To
Bombay Municipal Corporation;

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Pertaining to the land bearing Cadastral Survey No.166
of Matgaon Division.

- 11.1.4.2. Conveyance dated 3rd October, 1968 registered at
Sr.No 3462 of 1968 with the Sub-Registrar of Assurances
at Mumbai executed between Ishak Haji Abdul Rehman
Dady, Suleman Haji Abdul Rehman Dady
To
Mr. Farooq Ahmed Dady.

Pertaining to the land bearing Cadastral Survey No.166
of Matgaon Division

- 11.1.4.3. Release Deed registered at Sr.No 180 of 1979 executed
by Mr. Mohammed Yusuf Ismail.

- 11.1.4.4. Deed of Appointment of New Trustees dated 28th June,
1975 registered at Sr.No.2292 of 1975 executed by Mr.
Abdul Rashid Abdul Rehman
To

Farooque Abdul Rehman Yusuf,
Abdul Hamid Siddique Suleman
Khali Siddique Suleman

Pertaining to the Property (land together with building)
bearing Cadastral Survey No.166 and 167, admg.2632
sq.mtrs of Matgaon Division.

11.1.5. Observations

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11.1.5.1. We note the documents mentioned hereinabove under 12.1.3.1 and 12.1.4.1, 12.1.4.3 and 12.1.4.4 are Agreements, Deeds for appointment of new Trustees, release deeds etc. which are in no way related to the said Land. As such these documents have no bearing on Hoor's title to the said Land.

11.2. Registrar of Firms Search

11.2.1 We are informed that Hoor Constructions is not a registered firm as on date and it is therefore, not possible to conduct a search with the Registrar of Firms.

11.2.2 We have however been furnished with a copy of the application for Registration of partnership made with the Registrar of Firms and, we understand that the application dated 18th June, 2008 is pending with the Registrar of Firms.

11.3. Litigation

11.3.1. We have caused an online search to be conducted at the official website of the Bombay High Court on 28th July, 2016 with respect to all the previous Owners, past Trustees and present trustees of the said Trust who were in occupation and possession of the said Lands, as well as in the names of the partners of Hoor Constructions.

11.3.2. Besides the litigations in other names, over 200 litigations have come up in the name of Sir Mohammed Yusuf and Sir Mohammed Yusuf Trust alone, which being a common name, it is not possible to conduct a search of all the 200 litigations.

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11.3.3. However, we have been informed by Hoor Constructions that none of these proceedings pertain to the said Lands and Hoor has confirmed this position by in its Declaration dated 24.08.2016. No independent verification of the above is possible.

11.4. Inspection Of Original Documents

11.4.1. We have taken inspection of original title deeds and other original documents relating to the said Lands on 8th August, 2016 at our office. A list of original documents furnished for our inspection is listed in Annexure B hereto.

11.5. Public Notice

11.5.1. We have issued a public notice dated 29th June, 2016 in Navshikdi (Marathi) and 29th June, 2016 in Free Press Journal (English) inviting claims or objections from the members of the public with respect to the land admeasuring 2065.82 sq.mts bearing C.S.No167 of Bombay Mazgaon Division and land admeasuring 167.29 sq.mts bearing C.S No.166 of Bombay Mazgaon division (collectively referred to as the "said Land" in this Report).

11.5.2. We have, to date, not received any claim/demand/ objection or other response, in respect of the public notices issued by us.

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12. LAND REVENUE TAXES/ NA TAXES

- 12.1 We have not been furnished with either the land revenue taxes or NA taxes for any period.
- 12.2 Hoor has informed us that there are no pending land revenue dues and the same, if any, have been paid. However, Hoor has confirmed this position by its Declaration dated 24.08.2016.

13. REDEVELOPMENT PERMISSIONS

- 13.1 Examining and commenting on the development permissions is not only outside the scope of the title report (which is restricted to the title to the said Lands and does not cover the construction thereon), but also outside the scope of our legal services, and it is recommended that the Client has the same examined and reviewed by an Architect who liaises with the MSGB and other planning authorities. However, purely for the Client's reference, we have outlined the development permissions that have been brought to our notice by Hoor.

13.2. MHADA NOC (CS-187)

- 13.2.1. Hoor has furnished us with a copy of the No Objection Certificate bearing No.R/NOC/F-2038/5113/MSRRB-12, dated 13th September, 2012 for redevelopment of property bearing CS No.187 of Margaoon Division issued by the Chief Officer, Mumbai Building Repair and Reconstruction Board, a unit of MHADA. Some of the important terms and conditions of the said NOC are as follows.

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13.2.2. Clause 1 of the MHADA NOC provides that all the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to minimum carpet area of 27.88 sq.mtrs (300 sq.ft. fixed) and/or maximum carpet area 70 sq.m (753 sq.ft) as provided in the MH&AD Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Accordingly the plans be got approved from MCGM as per clause 16 of Appendix III of the Notification dated 2nd March, 2009.

13.2.3. Clause 11 of the MHADA NOC provides that during the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupants of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by MCGM for the reconstructed building.

13.2.4. Clause 12 of the MHADA NOC provides that if the NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.

13.2.5. Clause 13 of the MHADA NOC provides that the NOC holder shall surrender a surplus built up area admeasuring 309.48 m² if the new building is reconstructed for residential use only and 618.96m² if the new building is reconstructed for mixed use i.e.

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residential and commercial use, as per IIInd Schedule of MHAD Act, 1976.

13.2.6. Clause 14 of the MHADA NOC provides that the NOC holder will have to execute Agreement with MHADA/MBRRB in respect of surrendering surplus built up area in accordance to the provisions of DCR 33(7) as per IIInd Schedule of the MHAD Act 1976 within 30 days after approval of IDO/ plans by MCGM and prior to issue of Commencement Certificate by MCGM on Rs.100/- stamp paper. The MCGM shall not grant Commencement Certificate or any further permission unless the Agreement is duly executed between NOC holder and MHADA/MBRRB and letter to that effect is issued by MBRRB.

13.2.7. Clause 15 of the MHADA NOC provides that the reconstruction of new building for the rehabilitation of old occupants shall be completed within a period of 30 months from the date of issue of this NOC. In case the NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.

13.2.8. Clause 18 of the MHADA NOC provides that the NOC for full and final Occupation Certificate for any free sale building/component will be given only after all the old occupants, as certified by the Executive Engineer, "E1" Divn/MBRRB including those who may be staying in the Board's transit camps, have been re housed in the newly constructed building(s) by complying with the requirements as stated in Sr.No.17 (a) to (g) and only after

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surrendering surplus built up area as per IIIrd Schedule of MHAD Act, 1970 as stated above.

13.3 MHADA CORRIGENDUM (CS 167)

13.3.1. Hoor has also furnished us with a copy of the Corrigendum bearing No.R/NOC/F-2030/8370/MBRRB-15, dated 31st October, 2013 for redevelopment of property bearing CS No.167 of Mazgaon Division issued by the Chief Officer, Mumbai Building Repair and Reconstruction Board, a unit of MHADA.

13.3.2. This Corrigendum was issued in response to the letter dated 25th October, 2013 requesting the authorities to delete condition 21 and 27 in the above MHADA NUC.

13.3.3. The said Corrigendum provides that in pursuance of the Notification dated 6th January, 2011 and MCZMA Notification dated 2nd July, 2011, the provisions of the Govt. resolution, dated 25th January 1999 is applicable and therefore, the conditions 21 and 27 are not applicable and therefore stand deleted.

13.4 MHADA NOC EXTENSION (CS 167)

13.4.1. Hoor has also provided us with a copy of the No Objection Certificate bearing No.R/NOC/F-2030/6442/MBRRB-15, dated 19th August, 2015 for redevelopment of property bearing CS No.167 of Mazgaon Division issued by the Chief Officer, Mumbai Building Repair and Reconstruction Board, a unit of MHADA.

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13.4.2. The said NOC extends the validity upto 12th September, 2016 subject to terms and conditions prescribed in NOC dated 12th September, 2014 and modifying Condition 6 of the said NOC dated 12th September, 2012.

13.5. As per the Declaration dated 24.08.2016, executed by Hoor, the MHADA NOC and the Corrigendum are valid and subsisting and Hoor is not in breach or default of any of its obligations thereunder.

13.6. MHADA NOC (CS 165):

13.6.1. Hoor has furnished with a copy of the No Objection Certificate bearing No.H/NOC/F-2335/S725/MBRRB-15, dated 21st May, 2015 for redevelopment of property bearing DO No.100 of Mapping Division issued by the Chief Officer, Mumbai Building Repair and Reconstruction Board, a unit of MHADA. Some of the important terms and conditions of the said NOC are as follows:

13.6.1.1. Clause 1 of the MHADA NOC provides that all the occupants of the old building shall be reaccommodated in the redeveloped building. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to minimum carpet area of 27.86 sq.mtrs (300 sq ft. floed) and/or maximum carpet area 70 sq.m (753 sq.ft) as provided in the MHADA Act, 1976. In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Accordingly the plans be got

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approved from MCGM as per clause 16 of Appendix III of the Notification dated 2nd March, 2009.

- 13.6.1.2. Clause 11 of the MHADA NOC provides that during the period of reconstruction, the NOC holder have to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed on the same plot should be demolished within one month from the date of Occupation Certificate granted by MCGM for the reconstructed building.
- 13.6.1.3. Clause 12 of the MHADA NOC provides that if the NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right is reserved to cancel the NOC by this office.
- 13.6.1.4. Clause 14 of the MHADA NOC provides that the NOC holder will have to execute Agreement with MHADA/MBRRB in respect of surrendering surplus built up area in accordance to the provisions of DCR 33(7) as per IIIrd Schedule of the MHAD Act 1976 within 30 days after approval of JODI plans by MCGM and prior to issue of Commencement Certificate by MCGM on Rs.100/- stamp paper. The MCGM shall not grant Commencement Certificate or any further permission unless the Agreement is duly executed between NOC holder and MHADA/MBRRB and letter to that effect is issued by MBRRB.

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13.6.1.5. Clause 15 of the MHADA NOC provides that the reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case the NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.

13.6.1.6. Clause 18 of the MHADA NOC provides that the NOC for full and final Occupation Certificate for any free sale building/component will be given only after all the old occupants, as certified by the Executive Engineer, "E1" unevicted ones including those who may be staying in the Board's transit camps, have been re housed in the newly constructed building(s) by complying with the requirements as stated in Sr.No.17 (a) to (d) and only after surrendering surplus built up area as per IIIrd Schedule of MHADA Act, 1976 as stated above.

13.7. As per the Declaration dated 24.08.2016, executed by Hoor, the MHADA NOC is valid and subsisting and Hoor Constructions is not in breach or default of any of its obligations thereunder.

13.8. MHADA NOC FOR COMPOSITE REDEVELOPMENT:

13.8.1. Hoor has also furnished us with a copy of the MHADA NOC dated 19th August, 2015 bearing No. RNOC/F-2009 & 2335/6441/MHRRB-15 for composite redevelopment of property at

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CS NO.166 and 167 of Margao division issued by the Chief Officer, Mumbai Building Repair and Reconstruction Board, a unit of MHADA.

13.8.2. Clause of this NOC provides that before commencement of joint redevelopment, both the plots shall be got amalgamated from the competent authority of the MCGM.

Note:

We have been informed by Hoor Constructions that the plot has not yet been amalgamated by the MCGM.

13.9 Intimation of Disapproval (CS No. 167)

13.9.1. Hoor has furnished us with the Intimation of Disapproval ("IOD") bearing No.E.B./CE/EB/1794/E/MBS/A, dated 23rd November, 2008 together with the amended IOD dated 17th September, 2014.

13.10 Intimation of Disapproval CS No. 166

13.10.1. Hoor has informed us that no IOD for CS 166 is available with them.

13.11 Surrender Of Surplus Area

13.11.1. The MHADA NOC for CS 166 and CS 167 specifically provides that the NOC holder shall surrender a surplus built up area in accordance with the terms and conditions specified under the respective MHADA NOC's for property bearing CS No.166 and

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CS No.167 as per IIIrd Schedule of MHAD Act, 1976 and an agreement shall be executed with MHADA/ MMRB in this respect.

13.11.2 We have been informed by Hoor Constructions that no agreement has been executed as of date and this position has been confirmed in the Declaration dated 24.08.2016 executed by Mr. Nisar L. Patel, partner of Hoor Constructions.

14. CONCLUSION

14.1. Subject to what is stated hereinabove, and particularly the qualifications, we are of the opinion that Hoor Constructions is the absolute owner of the said Lands and has the requisite title, power and authority in law to transfer the said Land including creating a mortgage on the said Land.

Dated this 25th day of August, 2016



(Sagheer Khan)
Judicare Law Associates
Advocates & Consultants