

*Adv. MANOJ KUMAR A.B. SINGH*  
*B.COM., LL.B.*  
*Advocate Bombay High Court*

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Shop No.401 Swapna Siddhi, Near Kandivali Station, Kandivali (East),  
Mumbai- 400 101. *mob: 9920705112*

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**TITLE CERTIFICATE**

24th July, 2017

**To:**

**M/s. Rashi Developers**  
101, Shanti Sadan,  
Near McDonald's, Lokhandwala Complex,  
Andheri (West), Mumbai 400 053.

**Ref:** Report on your entitlement to put up construction of a multi-storied Building to be known as "**Rashi Tower**" (approved as Sale Building No. 3 in the layout of the larger land) ("**the Proposed Building**") on a part of the land bearing CTS No. 620A/1A/4A/1C admeasuring 1,428.60 square meters (as per the Property Register Card) and land bearing CTS No. 620C admeasuring 121.90 square meters (as per the Property Register Card) both of Village Malad (East), Taluka Borivali, Mumbai Suburban District and admeasuring in aggregate 1550.50 square meters (forming part of CTS nos. 620A/1A/4A/1A, 620A/1A/4A/1B, 620A/1A/4A/1C, 620A/1A/4A/1E, 620A/1A/4A/1F, 620 C and 659 as per the approved layout) ("**the Land**") as more particularly described in the **Schedule** hereunder written.

Dear Sirs,

1. We refer to the discussions that the undersigned had with your Mr. Parasmal Modi and Mr. Vishal Jain where they have instructed us to investigate your entitlement viz. the entitlement of M/s. Rashi Developers ("**Rashi**"), to construct the Proposed Building on the Land as more particularly described in the **Schedule** hereunder written.
2. We are informed by you that the project of construction of the Proposed Building is proposed to be implemented by Rashi on the Land; and that the proposed construction on the Land forms a part of the development of a larger layout of development/construction implemented by Kunjan Planners Pvt. Ltd as a slum rehabilitation scheme on the much larger parcel of land and bearing various survey numbers all of Village Malad (East), Taluka Borivali and Mumbai Suburban District as per the following details:

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- 2.1. Land CTS Nos. 620A/1A/4A/1A, 620A/1A/4A/1B, 620A/1A/4A/1C, 620A/1A/4A/1E, 620A/1A/4A/1F (**"the First Land"**);
- 2.2. Land bearing CTS No. 620 C (**"the Second Land"**); and
- 2.3. Land bearing CTS No. 659 of Village Malad (East), Taluka Borivali, Mumbai Suburban District (**"the Third Land"**).

The First Land and the Second Land are owned by one Kunjan Planners Private Limited (**"the Owner"**) and are hereinafter collectively referred to as **"Owner's Land"**; and Third Land is owned by Rashi and is hereinafter referred to as **"Rashi's Land"**

3. We have also observed that, as per the Third Revised Letter of Intent dated 27<sup>th</sup> December, 2016 issued by the SRA (*as referred to and elaborated hereunder*) the total land area under development in the layout is shown to be 3,995.70 square meters (as a slum plot) and 2,575 square meters (as a non-slum plot) aggregating to 6,570.70 square meters. The aggregate land area of 6,570.70 square meters is further shown in the said Third Revised Letter of Intent dated 27<sup>th</sup> December, 2016, to be affected by various reservations including but not limited to:

- 3.1. 13.40 meters wide DP Road of an area admeasuring 145.70 square meters in the aggregate;
- 3.2. Educational Complex Reservation of an area admeasuring 1,183.40 square meters in the aggregate; and
- 3.3. Play Ground Reservation of an area admeasuring 1,266.70 square meters in the aggregate;

and accordingly, the Net Plot Area under development is shown therein to be 3,974.90 square meters, out of which an area of 2,904.54 square meters is reflected as a slum plot and an area of 1,070.36 square meters is reflected as a non-slum plot. The categorization of slum plot and non-slum plot is for the purpose of consumption and utilisation of floor space index (**"the FSI"**), which is available on a differential basis on slum plots and non-slum plots under the presently applicable provisions of the DCR.

*Mary Simon*

4. Upon perusing the various documents which have been provided to us, we have observed that Rashi has become entitled to develop the Land by putting up construction of the Proposed Building thereon in the following manner:

4.1. **First Land:**

- 4.1.1. At all relevant times prior to 15<sup>th</sup> May, 1982, one Mr. Ladkiya Risha Kauli ("**Ladkiya**") was seized and possessed of and otherwise was well and sufficiently entitled to the First Land, *inter alia* by virtue of a Certificate bearing no. TNC 32G Malad 5/66 dated 24<sup>th</sup> October 1970 issued under Section 32M of the Bombay Tenancy and Agricultural Lands Act, 1948 ("**BTAL Act**") by the Agricultural Lands Tribunal and Mamlatdar, Borivali, in favour of Ladkiya.
- 4.1.2. On or about 15<sup>th</sup> May, 1982, the said Ladkiya expired intestate at Mumbai, leaving behind him his wife (i) Mrs. Tulsibai Ladkiya Kauli ("**Tulsibai**") and his married daughter (ii) Mrs. Kamla Arjun Katle nee Kamla Ladkiya Kauli ("**Kamla**"), as his only heirs and legal representatives, as per the law of succession applicable to a Hindu male dying intestate, by which the said Risha was governed at the time of his death.
- 4.1.3. By and under an Agreement dated 1<sup>st</sup> August, 1982 made and executed between the said Tulsibai and Kamla of the one part and one Swami Samartha Co-operative Housing Society Limited ("**the Swami Samartha Society**"), the said Tulsibai and Kamla agreed to sell and transfer the First Land to and in favour of the Swami Samartha Society, at and for the consideration and on the terms as more particularly stated therein.
- 4.1.4. Thereafter, vide application dated 11<sup>th</sup> January 1983 made to the Sub-Divisional Officer, Bombay Suburban District (as the authority was then known) under Section 43 of BTAL Act, the said Tulsibai sought the requisite permission to sell the First Land in favour of the Swami Samartha Society.

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- 4.1.5. On or about 25<sup>th</sup> February 1983, the said Tulsibai expired intestate leaving behind her married daughter viz. the said Kamla as her only heir and legal representative as per the law of succession applicable to a Hindu female dying intestate, by which the said Tulsibai was governed at the time of her death. The name of Kamla (as Kamla Arjun Katle) was accordingly entered in the revenue records and record of right, as the only kabjedar in respect of the First Land.
- 4.1.6. By and under an order dated 28<sup>th</sup> March 1983, the Sub Divisional Officer, Bombay Suburban District (as the authority was then known) granted to Kamla, the permission to sell the First Land to Swami Samarth Society, subject to the terms and conditions mentioned therein.
- 4.1.7. By Order dated 18<sup>th</sup> October 1984, the Deputy Collector and Competent Authority (ULC), Greater Bombay Urban Agglomeration also granted no objection to said the First Land in favour of Swami Samarth Society under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act").
- 4.1.8. In or around 1985, certain disputes arose between Swami Samarth Society and Kamla in respect of the First Land and Swami Samarth Society through its promoters Mr. Suresh Govind Bandekar and Mr. Stani Francis Nallanirappel, filed a Suit No. 930 of 1985 before the Bombay High Court against Kamla for specific performance of said Agreement.
- 4.1.9. The said Suit No. 930 of 1985 was settled by filing of the Consent Terms dated 19<sup>th</sup> December 1985 therein, and as per the terms of the said Consent Terms 19<sup>th</sup> December 1985, the said Kamla conveyed and transferred her right, title and interest in the First Land to the Swami Samarth Society. Accordingly, the name of Swami Samarth Society has been mutated in the land records in respect of the First Land as the Owners thereof. The said Consent Terms are annexed to the Deed of

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Confirmation dated 18<sup>th</sup> February 2003 registered with the Sub Registrar of Assurances at Borivali at Serial No. BDR2-1888-2003.

4.1.10. On or about 13<sup>th</sup> September, 1992, the said Kamla -expired intestate leaving behind her 2 (two) sons (i) Vijay Arjun Katle ("Vijay") and (ii) Ajay Arjun Katle ("Ajay") as her only heirs and legal representatives as per the law of succession applicable to a Hindu female dying intestate, by which the said Kamla was governed at the time of her death.

4.1.11. By and under 28 (Twenty-Eight) separate duly registered Deeds of Conveyance, all dated 6<sup>th</sup> March, 1995 ("**the said Deed/s of Conveyance**") made and executed between the Swami Samarth Society of the one part and the Owner of the other part, the members of the Swami Samarth Society transferred and conveyed their respective right, title and interest in the First Land to and in favour of the Owner, at and for the consideration and on the terms as agreed and set out under each of the said Deeds of Conveyance.

4.1.12. Pursuant thereto, in or around 2002, the said Vijay and Ajay filed a revision application under section 247 of the Maharashtra Land Revenue Code, 1966 before the Sub Divisional Officer, Mumbai Suburban District, thereby challenging the mutation entry vide which the said Swami Samarth Society's name was entered in the land records in respect of the First Land as the owners thereof ("**the said Revision Application**").

4.1.13. Various further disputes arose between the said Vijay and Ajay one the one hand and the Swami Samarth Society (and its members) on the other hand, pertaining to the title in respect of the First Land; and several suits and petitions including *inter alia* a Suit viz. S.C. Suit No. 1830 of 2005 before the Hon'ble Bombay City Civil Court were filed in respect of the same. The Owner was also a party to the said S. C. Suit No. 1830 of 2005.

4.1.14. The said disputes were settled by filing of Consent Terms dated 13<sup>th</sup> July 2006 in the said S. C. Suit No. 1830 of 2005 and as per the terms

of the said Consent Terms dated 13<sup>th</sup> July 2006; Vijay and Ajay withdrew all their claims against the Swami Samarth Society and the Owner in respect of the First Land on the terms as more particularly stated therein.

4.1.15. In the circumstances and by virtue of the said Deeds of Conveyance, the Owner became seized and possessed of and otherwise well and sufficiently entitled to as the owners in respect of the First Land.

#### 4.2. Second Land

4.2.1. By and under an Indenture dated 11<sup>th</sup> March, 1991 made and executed between one Mr. Nusli Neville Wadia ("Nusli") and 3 (three) others as the Trustees of F. E. Dinshaw Trust and the said Nusli, the Administrator of the Estate of Edulji Framroze Dinshaw and one Ashish Developers Limited ("Ashish") and registered with the Sub Registrar of Assurances at Bandra under serial no. P/1583/1991, the said Nusli and others sold, conveyed and transferred the Second Land to and in favour of Ashish, at and for the consideration and on the terms as more particularly stated therein.

4.2.2. The Second Land was reserved in the applicable development plan for the purpose of playground (PG) and as such was not developable and was thus not a "vacant land" within the meaning of Section 2(q) (i) of the ULC Act, since construction of a building was not permissible thereon as per the applicable development plan and the development control regulations.

4.2.3. By an under an Agreement dated 21<sup>st</sup> December, 1997 made and executed between Ashish of the one part and the Owner of the other part, the said Ashish agreed to sell and transfer the Second Land to and in favour of the Owner, at and for the consideration and on the terms stated therein. The said Agreement dated 21<sup>st</sup> December, 1997 had remained to be registered under the provisions of the Registration Act, 1908; and accordingly, by virtue of a Deed of Confirmation dated 7<sup>th</sup> August 2008 (to which the said Agreement dated 21<sup>st</sup> December, 1997

was annexed), the said Ashish Developers Limited confirmed of having executed the Agreement dated 21<sup>st</sup> December, 1997 and pursuant thereto conveyed and transferred the Second Land to the Owner. The said Deed of Confirmation dated 7<sup>th</sup> August, 2008 was duly registered with the Sub-Registrar of Assurances at Borivali under serial no. BDR 10-05834-2008. However, the formal Deed of Conveyance in respect of the Second Land had remained to be executed between Ashish and the Owner.

4.2.4. The name of Ashish was changed to Ravi Ashish Land Developers Limited and a new certificate of incorporation pursuant to a change in name was issued by the Registrar of Companies, Mumbai.

4.2.5. Thereafter, by and under a Deed of Conveyance dated 17<sup>th</sup> August, 2015 made and executed between Ashish (then known as Ravi Ashish Land Developers Limited) of the one part and the Owner of the other part, the said Ashish formally sold, transferred and conveyed the Second Land to and in favour of the Owner at and for the consideration and on the terms as more particularly stated therein. The said Deed of Conveyance dated 17<sup>th</sup> August, 2015 was duly registered with the Sub-Registrar of Assurances at Borivali no.6 under serial no. BRL6-6608-2015.

4.2.6. In the circumstances and by virtue of the aforesaid deeds and documents, the Owner became seized and possessed of and otherwise well and sufficiently entitled to as the owner in respect of the Second Land.

#### 4.3. Third Land

4.3.1. By and under a Deed of Conveyance dated 17<sup>th</sup> December, 2014, made and executed between one Sandeep Krishnakumar Desai, Rashi and the Owner (as the confirming party therein), the said Sandeep Krishnakumar Desai with the consent and confirmation of the Owner sold, conveyed and transferred to and in favour of Rashi, the and bearing CTS No. 659 of Village Malad (East), Taluka Borivali, Mumbai

Suburban District and admeasuring approximately 866.40 square meters (**"Rashi's Property"**). The said Deed of Conveyance dated 17<sup>th</sup> December, 2014 is duly registered with the Sub-Registrar of Assurances at Borivali No. 8 under serial no. BRL8-100-2015.

4.3.2. By virtue of the said Deed of Conveyance, Rashi became seized and possessed of and otherwise well and sufficiently entitled to as the owner in respect of the Third Land.

4.4. As the Owner's Land was encroached upon by various slum dwellers/ structures; and therefore, the Owner's Land was declared as a "*slum area*" under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 vide a notification nos. (i) SAA/Malad/80/8A dated 17<sup>th</sup> November, 1987, (ii) SAA/MALAD/85/Umar Sheikh Compound dated 4<sup>th</sup> September, 1995 and (iii) SAA/Malad/85/95/ZOPADPATTI dated 18<sup>th</sup> September, 1996.

4.5. The Municipal Corporation of Greater Mumbai (**"the MCGM"**) has formulated and approved a policy for the redevelopment of Slums (**"the said Policy"**) through participation of slum dwellers under the slum rehabilitation scheme as per the provisions contained in Regulation 33 (10) and Appendix IV of the Development Control Regulations for Greater Mumbai, 1991 (**"the DCR"**), which has been approved by the Government of Maharashtra. The term **"the said Policy"** wherever the same appears hereinafter, shall also mean to include all additions, alterations and modifications made thereto from time to time.

4.6. The Slum Rehabilitation Authority (**"the SRA"**) is designated as the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for implementing the said Policy in Mumbai.

4.7. As aforesaid, the Owner's Land was occupied by various slum structures which were occupied by various slum dwellers (**"the Slum Dwellers"**).

4.8. The Slum Dwellers occupying the slum structures on the Owner's Land, had in furtherance of their intent to get the Owner's Land redeveloped under the said Policy, agreed to form themselves into a proposed society being Swami Samarth SRA Co-operative Housing Society (proposed). The said Swami



Samartha SRA Co-operative Housing Society (proposed) has subsequently been registered under the provisions of Maharashtra Co-operative Societies Act, 1960 in the name of Shree Om Swami Samarth SRA Co-operative Housing Society Limited under number MUM/SRA/HSG/(TC)/11018/2005 dated 30/12/2005 ("**Slum Dwellers' Society**").

4.9. As regards the existence of the slum structures on the Owner's Land and the eligibility of the Slum Dwellers for rehabilitation under the said Policy, Annexure II dated 4<sup>th</sup> June, 1997 was issued by the Additional Collector (Encroachment), Bombay Suburban District.

4.10. The SRA had initially issued a Letter of Intent dated 19<sup>th</sup> June, 1998 bearing number SRA/CHE/115/PS/PL/LOI ("**the First LOI**") in favour of the Owner thereby authorising the Owner to undertake the development of the Owner's Land, on the terms and conditions more particularly set out therein.

4.11. By and under an Agreement for Development and Irrevocable Power of Attorney dated 24<sup>th</sup> June, 2004 made and executed between the Owner of the one part and Rashi of the other part, the Owner granted development rights in respect of the Sale Component portion on the Owner's Land to and in favour of Rashi, at and for the consideration and on the terms and conditions as more particularly stated therein. The said Agreement for Development dated 24<sup>th</sup> June, 2004 is duly registered with the Sub-Registrar of Assurances at Borivali No.1 under serial no. BDR2-05581-2004. Subsequently, the terms of the said Agreement for Development dated 24<sup>th</sup> June, 2004 were supplemented by virtue of executing a Further Development Agreement dated 24<sup>th</sup> January, 2006 on the terms as more particularly stated therein. The said Further Development Agreement dated 24<sup>th</sup> January, 2006 is duly registered with the Sub-Registrar of Assurances at Borivali No.4 under serial no. BDR10-00565-2006. The said Agreement for Development dated 24<sup>th</sup> June, 2004 and the said Further Development Agreement dated 24<sup>th</sup> January, 2006 are hereinafter collectively referred to as "**the Development Documents**".

4.12. The SRA had initially approved plans for construction of 3 (three) buildings on the Owner's Land as per the following details:

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- 4.12.1. Intimation of Approval dated 19<sup>th</sup> June 1998 bearing no. SRA/CHE/267/PS/PL/AP was issued and plans for construction of Building No.1 were approved by the SRA (**"the Building No.1"**).
- 4.12.2. Intimation of Approval dated 14<sup>th</sup> June, 2005 bearing number SRA/ENG/1420/PS/PL/AP was issued and plans for construction of Building No.2 were approved by the SRA (**"the Building No.2"**).
- 4.12.3. Intimation of Approval dated 10<sup>th</sup> March, 2006 bearing number SRA/ENG/377/PS/PL/AP was issued and plans for construction of Sale Building No.3 were approved by the SRA viz. the Proposed Building. Pursuant to the said Intimation of Approval dated 10<sup>th</sup> March, 2006, the SRA had issued a Commencement Certificate dated 17<sup>th</sup> May, 2006 and has thereby permitted Rashi to commence construction of the Proposed Building (being Sale Building No.3). The said Commencement Certificate for construction of the Proposed Sale Building has been revalidated by endorsement from time to time and the last of such revalidations was endorsed thereon on or about 10<sup>th</sup> October, 2008 in terms of the last approved plans approved by the SRA on 10<sup>th</sup> October, 2008 (as elaborated hereinafter).
- 4.13. Subsequently, a revised Letter of Intent dated 26<sup>th</sup> October, 2007 was issued by SRA (in continuation of the First LOI) for undertaking redevelopment of the Owner's Land, whereby the terms of the First LOI were modified/revised, as more particularly stated therein (**"the Second LOI"**).
- 4.14. Pursuant to the aforesaid, the Owner's Land was amalgamated and sub-divided in to several smaller plots and was assigned new city survey numbers and presently are reflected in the City Survey Records as per the following details:
- 4.14.1. CTS No. 620A/1A/4A/1A admeasuring 1,558.00 square meters (on which the Building No. 1 and Building No. 2 have been constructed, (standing in the name of the Owner as per the Property Register Card);
- 4.14.2. CTS No. 620A/1A/4A/1B admeasuring 1,266.70 square meters (reserved for Playground);

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- 4.14.3. CTS No. 620A/1A/4A/1C admeasuring 1,428.60 square meters for Residential purpose on which the Sale building no. 3 is being constructed (standing in the name of the Owner as per the Property Register Card);
- 4.14.4. CTS No. 620A/1A/4A/1D admeasuring 1,183.40 square meters (reserved as educational complex) (standing in the name of St. Xavier's Educational Trust as per the Property Register Card);
- 4.14.5. CTS No. 620A/1A/4A/1E admeasuring 43.80 square meters (reserved as DP Road); and
- 4.14.6. CTS No. 620A/1A/4A/1F admeasuring 101.90 square meters (reserved as DP Road).
- 4.15. The Proposed Sale Building No. 3 is being constructed on two contiguous parcels of land bearing distinct city survey numbers viz. (i) land bearing CTS No. 620A/1A/4A/1C admeasuring about 1428.60 square meters (as per the Property Register Card) and (ii) land bearing CTS No. 620C admeasuring about 121.90 square meters (as per the Property Register Card); both of Village Malad East, Taluka Borivali, Mumbai Suburban District and admeasuring in aggregate 1550.50 square meters or thereabouts (viz. **the Land**).
- 4.16. Subsequently, on the basis of an applications made by owner in terms of the Second LOI, SRA had approved the amended plans for construction of the Building No.1, the Building No.2 and the Proposed Sale Building No 3. The amended plans for construction of the Proposed Building were approved by the SRA vide its letter dated 10<sup>th</sup> October, 2008.
- 4.17. Pursuant thereto with a view of undertaking the development of the Owner's Land and Rashi's Land, as an amalgamated or a single layout, Owner made an application to the SRA for amalgamating the development of Rashi's Land also (as a non-slum plot) with the development of the Owner's Land as a single scheme/layout. On the basis of such application made by owner to the SRA, a Revised Letter of Intent dated 27<sup>th</sup> December, 2016 was issued by SRA whereby the development of the Owner's Land and Rashi's Land was approved

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by the SRA as a single layout/scheme of development on the revised terms more particularly stated therein ("**the Third LOI**").

4.18. In accordance with the said Third LOI, owner made an application for approval of further plans to the SRA (for the approval of the SRA) for construction of an additional building being a Rehab/PAP Building No.4 in the amalgamated layout; and in pursuance thereof, the SRA has issued an Intimation of Approval dated 10<sup>th</sup> February, 2017 bearing no. SRA/ENG/3859/PS/PL/AP along with approval of plans in respect of the Rehab/PAP Building no.4 ("**the Building No. 4**").

4.19. As per the said Third LOI issued by the SRA, in addition to the rehabilitation units for the eligible slum dwellers, Owner is also required to construct certain amenity tenements/spaces viz. 2 (two) balwadis, 2 (two) welfare centers and 1 (one) society offices, free of costs (collectively "**the Rehabilitation Tenements**"). Further, as per the Third LOI, approximately 46 (Forty-Six) units/premises are to be constructed by Rashi and handed over to the Government/SRA for the rehabilitation of Project Affected Persons ("**PAP Tenements**"). In addition to the above, Rashi is entitled to construct certain units which would be available for sale to Rashi in the open market ("**the Free Sale Component**").

4.20. The Commencement Certificate in respect of the Building No. 4 was issued by the SRA on or about 10<sup>th</sup> February, 2017. We are informed that construction of the Building No. 4 is presently in progress.

4.21. Owner has completed construction of the Building No.1 and Building No.2, as per the terms, conditions, stipulations and restrictions specified by SRA (referred to now as "**Composite Building No.1**" and "**Composite Building No.2**" respectively). Accordingly, the SRA has granted Full Occupancy Certificate in respect of each of the Composite Building No.1 and Composite Building No.2 both dated 30<sup>th</sup> May, 2017 bearing numbers SRA/ENG/267/PS/PL/AP and SRA/ENG/1420/PS/PL/AP respectively.

4.22. In the circumstances above, Rashi is entitled to put up construction of the Proposed Sale Building on a portion of the Land, which portion is, as aforesaid,

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designated and earmarked in the city survey records as a two distinct but contiguous parcels of land bearing CTS No. 620A/1A/4A/1C and CTS No. 620C, both of Village Malad East, Taluka Borivali, Mumbai Suburban District; and admeasuring in aggregate 1,550.50square meters (as per the Property Register Cards).

- 4.23. As per the terms of the Development Documents, the aggregate units comprising the Free Sale Component are agreed to be shared between Rashi and the Owner in the ratio of 80:20 respectively; and accordingly, by and under a Memorandum of Understanding dated 23<sup>rd</sup> April, 2009, made and executed between the Rashi and Owner, the area of the Free Sale Component in the Proposed Building (to the extent of the approved amended plan dated 10.10.2008 and envisaged therein) has been earmarked and allocated between the Rashi and Owner as belonging to them respectively.
5. We have perused copies of all the documents referred above. You have informed us that our observations as regards the facts mentioned hereinabove are true and correct in all respects and that are no other relevant or germane facts in existence, which may reasonably have an influence on our opinion recorded by us herein.
6. You have informed us that Rashi is in the process of filing the requisite application pursuant to Section 3 of the Real Estate (Regulation and Redevelopment) Act, 2016, with the Maharashtra Real Estate Regulatory Authority, for registration of the project of Development of the Proposed Building; and that Rashi intends to file such application prior to 31<sup>st</sup> July, 2017.
7. In the circumstances, based on our investigation as set out hereinabove and subject to what is set out herein above, we are of the considered opinion that the Owner viz. Kunjan Planners Private Limited is the owner of the said Land and that Rashi holds an entitlement to develop the Land by putting up construction of the Proposed Building thereon in accordance with the plans presently approved by the SRA and as may hereafter be approved by the SRA.
8. Our opinion expressed above is subject to the following qualifications:
- 8.1. This opinion is issued as of the date hereof and is based on the documents referred to herein and the information provided by M/s. Kunjan Planners Pvt

Ltd (Owner) to us as set out herein. This opinion does not extend to any oral amendments or written amendments subsequent to the date hereof, of documents not referred to herein.

- 8.2. The contents of this opinion are based on our having placed reliable copies of the documents that have been furnished by M/s. Kunjan Planners Pvt Ltd and to us and certain information that M/s. Rashi Developers has furnished to us as specifically set out in the Title Report and is issued on the basis that the said information is true and correct in all respects.
- 8.3. We have taken it that M/s. Kunjan Planners Pvt Ltd / Rashi Developers has disclosed to us all the relevant information as would have been relevant for us in the course of issuance of this opinion; and that save and except as set out hereinabove, there are no other documents executed by M/s. Kunjan Planners Pvt Ltd / M/s. Rashi Developers or to their knowledge, whereby their entitlement to the Land and/or the Proposed Building could be adversely affected or be qualified.
- 8.4. Other than as expressly stated in this opinion, we express no opinion on any other related or other issue.
- 8.5. Our views may differ depending on the facts, circumstances and further documents that may be made available to us. Please let us know if any of the facts as understood by us are incorrect, in which case our opinion may vary.

### ***SCHEDULE***

#### ***(Description of the Land)***

All that piece and parcel of the land bearing CTS No. 620A/1A/4A/1C admeasuring 1,428.60 square meters (as per the Property Register Card) and land bearing CTS No. 620C admeasuring 121.90 square meters (as per the Property Register Card), both of Village Malad (East), Taluka Borivali, Mumbai Suburban District and admeasuring in aggregate 1550.50 square meters and bounded as follows:

On or towards the East by : Land bearing CTS No. 620A/1A/4A/1D –Educational Complex

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On or towards the West by : 13.40 meter DP Road  
On or towards the North by : Land bearing CTS No. 620A/1A/4A/1B - Playground  
On or towards the South by : 13.40 meter DP Road

Yours faithfully,

*Manoj Singh*

**Advocate Manojkumar A. Singh**