



24th December, 2019

S Raheja Sapphire Residency LLP

Rahejas, 61, S. V. Road,
Khar (W), Mumbai - 400 052

Kind Attn.: Mr. Ramkrishna Raheja - Partner

Dear Sir,

Re: All that piece and parcel of land bearing Final Plot Nos. 87 and 88 of Town Planning Scheme No. III, bearing C.T.S. Nos. F/463, admeasuring 585.30 square metres, situated at 16th Road, Bandra (West), Mumbai 400 050 (hereinafter referred to as the said "**Land**") in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with a residential building standing thereon known as "Zaver Kunj" comprising of ground plus two floors having 6 (Six) flats and 1 (One) garage (hereinafter referred to as the said "**Old Building**"). The said Land and the said Old Building shall hereinafter be collectively referred to as the said "**Property**" and are more particularly described in the **Schedule** hereunder written.

We have been instructed by S Raheja Sapphire Residency LLP (hereinafter referred to as the "**Developer**") to investigate & certify the title of (a) Mr. Amin Sunderji Gilani, (b) Mr. Mustafa Sunderji Gilani, (c) Mr. Azim Sunderji Gilani, (d) Mr. Raju Harji Gilani, (e) Mrs. Khatija Harakhji Gilani (hereinafter referred as the "**Owners**") to the said Property and provide this report.

1. STEPS TAKEN FOR PREPARING THIS REPORT:

For the purpose of preparing this Report, we have taken the following steps:

- 1.1. Perused photo copies of the documents listed in **Annexure "A"** (hereinafter referred to as "**Documents**"), which have been provided by you to us.
- 1.2. Relied upon the Search Report dated 24th September, 2019 in respect of a search conducted in respect of the said Property, in the records of the Sub-Registrar Offices at Mumbai City (Old Custom House, Fort) and Bandra (Mhada Office) from the years 1958 to 2019 (61 years), Bandra (BKC Office) from the years 2002 to 2019 (17 years) and Andheri (MTNL Office) from the year 1995 to 2019 (24 years) through an independent Search Clerk Mr. Vinod Sawant (hereinafter referred to as the "**Search Report**").



- 1.3. Raised Requisitions on Title on the Owner's on 15th October, 2019 (hereinafter referred as "**Requisitions**") and have relied upon the responses received from the Owner's to the Requisitions.
- 1.4. Caused Public Notice to be published in Free Press Journal (English) & Navshakti (Marathi) on 26th September, 2019 in respect of the said Property.

2. **DEVOLUTION OF TITLE:**

On the basis of the Documents as set out in Annexure A (hereinafter referred to as the said "**Documents**"), we observe that the devolution of title in respect to the said Property is as follows:

- 2.1. By and under an Agreement dated 11th September, 1959 entered into between Mr. Anthony Pereira (therein referred to as the 'Vendor') and Mr. Harakhji Zaver Gilani (therein referred to as the 'Purchasers'), the Vendor therein agreed to sell, transfer, convey and assign all that right, title and interest in the said Land in favour of the Purchaser therein.
- 2.2. By and under an Indenture dated 16th January, 1960 registered with the office of Sub-Registrar of Assurance - Bandra at Serial No. 126 of 1960 on 16/01/1960 and executed between (i) Mr. Anthony Pereira, (ii) Mrs. Julia Pereira and (iii) Mrs. Grace D'silva (therein referred to as the 'Vendors') and (i) Mr. Sunderji Zaver Gilani, (ii) Mr. Harji Zaver Gilani and (iii) Mr. Harakhji Zaver Gilani (therein referred to as the 'Purchasers' and hereinafter referred to as the "**Original Owners**"), the Vendors therein sold, transferred, conveyed and assigned all their rights, title and interest in the said Land in favour of the Purchasers therein.
- 2.3. By and under Declarations dated 3rd August, 1964 and 7th August, 1964, Mr. Anthony Pereira, Mrs. Julia Pereira and Mrs. Grace D'silva declared and confirmed that the said Property has been sold by them to the Original Owners.
- 2.4. The Original Owners made an application dated 8th October, 1963 to the Deputy District Collector, Mumbai Suburban District for obtaining non-agricultural permission for the purpose of constructing a residential building on the said Property. Accordingly, the Deputy District Collector, Mumbai Suburban District vide his Order dated 27th June, 1964 granted non-agricultural permission to the Original Owners. From the documents it appears that the Original Owners applied for the NA permission after commencement of the



construction of the building on the said Property and hence the NA Permission was granted by the Deputy Collector after imposing penalty.

- 2.5. The Original Owners constructed a residential building comprising of ground plus two floors having 6 (Six) flats and 1 (One) garage on the said Land and the same was named as 'Zaver Kunj' i.e. the said Old Building. We have been given to understand that the construction of the Old Building was completed around the year 1965.
- 2.6. The Original Owners were in need of money for completing the construction of aforesaid building on the said Land and hence approached Life Insurance Corporation of India with a request to lend and advance to them a sum of Rs.75,000/- (Rupees Seventy Five Thousand only).
- 2.7. By and under an Indenture dated 9th November, 1964 registered with the office of Sub-Registrar of Assurance - Bombay at Serial No. 3423 of 1964 on 9/11/1964 and executed between the Original Owners (therein referred to as 'the Mortgagors') and Life Insurance Corporation of India (therein referred to as 'the Corporation'), the Mortgagors therein i.e. the Original Owners mortgaged the said Land along with structures standing thereon by way of English Mortgage in favour of the Corporation as a security for repayment of the mortgage money.
- 2.8. By and under an Indenture dated 13th September, 1965 registered with the office of Sub-Registrar of Assurance - Bombay at Serial No. 2821 of 1965 on 13/09/1965 and executed between the Original Owners (therein referred to as the 'Mortgagors') and Life Insurance Corporation of India (therein referred to as the 'Mortgagee'), the Original Owners acknowledged the receipt of Rs.10,000/- (Rupees Ten Thousand only) from the Mortgagee being the final payment as agreed under the Indenture dated 9th November, 1964.
- 2.9. The Original Owners re-paid the entire mortgage amount to the Life Insurance Corporation of India and accordingly vide their letter dated 21st February, 1977 requested the Life Insurance Corporation of India to discharge the said Property instead of having it re-conveyed in their favour.
- 2.10. Accordingly, the Life Insurance Corporation of India issued a written acknowledgement dated 28th February, 1977 thereby acknowledging the receipt of principal amount of Rs.75,000/- (Rupees Seventy Five Thousand only) and all interest due thereon from the Mortgagors i.e. Original Owners in full satisfaction and discharge of the principal money and interest due thereon. The above acknowledgement was issued at the end of original Indenture dated 9th



November, 1964.

We observe that during the relevant period of time it was a common practice to provide acknowledgement of discharge/satisfaction of the mortgage on the original mortgage deed itself instead of executing a separate release/re-conveyance deed as done by the Life Insurance Corporation of India in the present mortgage. However, we are of the opinion that said written acknowledgement should have been registered with the office of the concerned Sub-registrar.

- 2.11. After the demise of the Original Owners viz. (i) Mr. Sunderji Zaver Gilani, (ii) Mr. Harji Zaver Gilani and (iii) Mr. Harakhji Zaver Gilani their undivided right, title and interest in the said Property has been devolved upon their respective legal heirs as follows:

A. **MR. SUNDERJI ZAVER GILANI:**

- (i) Mr. Sunderji Zaver Gilani died intestate on 3rd May, 1997 leaving behind his wife (a) Mrs. Kulsum Sunderji Gilani and his children (b) Mr. Amin Sunderji Gilani, (c) Mr. Mustafa Sunderji Gilani, (d) Mr. Azim Sunderji Gilani and (e) Mrs. Nazlin Omprakash Kinghar as his only legal heirs.
- (ii) Mrs. Kulsum Sunderji Gilani died intestate on 12th September, 2006 leaving behind her children (a) Mr. Amin Sunderji Gilani, (b) Mr. Mustafa Sunderji Gilani, (c) Mr. Azim Sunderji Gilani and (d) Mrs. Nazlin Omprakash Kinghar as her only legal heirs.
- (iii) By and under a Release Deed dated 27th February, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 4 at Serial No. 1054 of 2019 on 27/02/2019 and executed between Mrs. Nazlin Omprakash Kinghar (therein referred to as the 'Releasor') and (a) Mr. Amin Sunderji Gilani, (b) Mr. Mustafa Sunderji Gilani and (c) Mr. Azim Sunderji Gilani (therein referred to as the 'Releasees'), the Releasor therein released and relinquished all her rights, title and interest in the said Property in favour of the Releasees therein.
- (iv) In light of the above, (a) Mr. Amin Sunderji Gilani, (b) Mr. Mustafa Sunderji Gilani and (c) Mr. Azim Sunderji Gilani became entitled to 1/3rd undivided share in the said Property.



B. **MR. HARJI ZAVER GILANI:**

- (i) Mr. Harji Zaver Gilani died intestate on 13th February, 1980 leaving behind his wife (a) Mrs. Kulsum Harji Gilani and his children (b) Mr. Raju Harji Gilani, (c) Mrs. Mumtaz Ashraf Hirani, (d) Mrs. Sharifa Abbas Lakhamsey, (e) Mrs. Roshan Mukhtar Tejani and (f) Mrs. Ronak Iqbal Lakhani as his only legal heirs.
- (ii) Mrs. Kulsum Harji Gilani died intestate on 5th June, 1994 leaving behind her children (a) Mr. Raju Harji Gilani, (b) Mrs. Mumtaz Ashraf Hirani, (c) Mrs. Sharifa Abbas Lakhamsey, (d) Mrs. Roshan Mukhtar Tejani and (e) Mrs. Ronak Iqbal Lakhani as her only legal heirs.
- (iii) By and under a Release Deed dated 27th February, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 4 at Serial No. 1052 of 2019 on 27/02/2019 and executed between Mrs. Sharifa Abbas Lakhamsey (therein referred to as the ‘Releasor’) and (a) Mr. Raju Harji Gilani (therein referred to as the ‘Releasee’), the Releasor therein released and relinquished all her rights, title and interest in the said Property in favour of the Releasee therein.
- (iv) By and under a Release Deed dated 27th February, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 4 at Serial No. 1053 of 2019 on 27/02/2019 and executed between Mrs. Roshan Mukhtar Tejani (therein referred to as the ‘Releasor’) and Mr. Raju Harji Gilani (therein referred to as the ‘Releasee’), the Releasor therein released and relinquished all her rights, title and interest in the said Property in favour of the Releasee therein.
- (v) By and under a Release Deed dated 11th March, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 6 at Serial No. 8182 of 2019 on 26/07/2019 and executed between Mrs. Mumtaz Ashraf Hirani (therein referred to as the ‘Releasor’) and Mr. Raju Harji Gilani (therein referred to as the ‘Releasee’), the Releasor therein released and relinquished all her rights, title and interest in the said Property in favour of the Releasee therein.
- (vi) By and under a Release Deed dated 30th April, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 6 at Serial No. 8185 of 2019 on 26/07/2019 and executed between Mrs. Ronak Iqbal Lakhani (therein referred to as the ‘Releasor’) and Mr. Raju Harji Gilani (therein referred to



as the 'Releasee'), the Releasor therein released and relinquished all her rights, title and interest in the said Property in favour of the Releasee therein.

- (vii) In light of the above release deeds, Mr. Raju Harji Gilani became entitled to 1/3rd undivided share in the said Property.

C. **MR. HARAKHJI ZAVER GILANI:**

- (i) Mr. Harakhji Zaver Gilani died intestate on 27th September, 2006 leaving behind his wife (a) Mrs. Khatija Harakhji Gilani and his children (b) Mr. Mansoor Harakhji Gilani, (c) Mr. Munir Harakhji Gilani, (d) Mrs. Nargis Aziz Merchandr and (e) Mrs. Sonia Suresh Ahuja as his only legal heirs.
- (ii) By and under a Release Deed dated 11th March, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 6 at Serial No. 8184 of 2019 on 26/07/2019 and executed between Mrs. Sonia Suresh Ahuja (therein referred to as the 'Releasor') and Mrs. Khatija Harakhji Gilani (therein referred to as the 'Releasee'), the Releasor therein released and relinquished all her rights, title and interest in the said Property in favour of the Releasee therein.
- (iii) By and under a Release Deed dated 20th May, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 6 at Serial No. 8187 of 2019 on 26/07/2019 and executed between Mr. Mansoor Harakhji Gilani (therein referred to as the 'Releasor') and Mrs. Khatija Harakhji Gilani (therein referred to as the 'Releasee'), the Releasor therein released and relinquished all his rights, title and interest in the said Property in favour of the Releasee therein.
- (iv) By and under a Release Deed dated 20th May, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 6 at Serial No. 8188 of 2019 on 26/07/2019 and executed between Mr. Munir Harakhji Gilani (therein referred to as the 'Releasor') and Mrs. Khatija Harakhji Gilani (therein referred to as the 'Releasee'), the Releasor therein released and relinquished all his rights, title and interest in the said Property in favour of the Releasee therein.



- (v) By and under a Release Deed dated 22nd May, 2019, registered with the office of Sub-registrar of Assurance – Andheri No - 6 at Serial No. 10570 on 23/09/2019 and executed between Mrs. Nargis Aziz Merchant (therein referred to as the ‘Releasor’) and Mrs. Khatija Harakhji Gilani (therein referred to as the ‘Releasee’), the Releasor therein released and relinquished all her right, title and interest in the said Property in favour of the Releasee therein.
- (vi) In light of the above, Mrs. Khatija Harkhaji Gilani became entitled to 1/3rd undivided share in the said Property.
- 2.12. In light of the above the said Property is jointly owned and held by the following individuals:
- (a) Mr. Amin Sunderji Gilani, Mr. Mustafa Sunderji Gilani, Mr. Azim Sunderji Gilani – 1/3rd undivided share;
 - (b) Mr. Raju Harji Gilani - 1/3rd undivided share; and
 - (c) Mrs. Khatija Harakhji Gilani 1/3rd undivided share.
- 2.13. By and under a JV Agreement dated 13th July, 2004 executed between Mr. Harakhji Gilani, Ms. Kulsum S. Gilani and Sahil R. Gilani (therein referred to as the ‘Gilanis’) and Mr. Arvind K. Shah (therein and hereinafter referred to as the “JV Partner”), the Owners had agreed to grant the development rights of the said Property in favour of the JV Partner for the purpose of redeveloping the said Property on the terms and conditions more particularly set out therein. *We observe that the aforesaid JV Agreement dated 13th July, 2004 is not registered.*
- 2.14. In pursuance of the aforesaid JV Agreement dated 13th July, 2004, the JV Partner had obtained IOD No. EB/CE/1645/WS/AH on 06.08.2005. However, due to certain reasons the redevelopment of the said Property did not proceed further. *We have been informed that the said Old Building was demolished in the year 2005.*
- 2.15. Further, pursuant to the understanding between the Owners/their predecessors in title, the JV Partner and S. Raheja Sapphire Residency LLP i.e. the Developer herein, the Developer has agreed to develop the said Property. Pursuant to the said understanding the Developer has been put into possession of the said Property and has obtained Commencement Certificate bearing No. CE/1645/WS/AH on 3rd November, 2018 for construction of building on the said Land.



- 2.16. By and under an Agreement of Grant of Development Rights dated 16th December, 2019 registered with the Sub-Registrar of Assurance - Andheri 2 at Serial No. 9456 of 2019 on 16/12/2019 and executed between the Owners, the JV Partner and the Developer, the Owners granted development rights in respect of the said Property in favour of the Developer for the purpose of redeveloping the said Property on the terms and conditions as more particularly set out therein.
- 2.17. Pursuant to the Agreement of Grant of Development Rights dated 16th December, 2019 the following Powers of Attorney have been executed:
- i. Power of Attorney dated 16th December, 2019 registered with the office of Sub-Registrar of Assurance - Andheri 2 at Serial No. 9457 of 2019 on 16/12/2019 and executed by the Owners thereby granting power in favour of the Developer to do various acts, deeds and matters as more particularly set out therein.
 - ii. Power of Attorney dated 16th December, 2019 registered with the office of Sub-Registrar of Assurance - Andheri 2 at Serial No. 9458 of 2019 on 16/12/2019 and executed by the JV Partner thereby granting power in favour of the Developer to do various acts, deeds and matters as more particularly set out therein.
 - iii. Power of Attorney dated 16th December, 2019 registered with the office of Sub-Registrar of Assurance - Andheri 2 at Serial No. 9459 of 2019 on 16/12/2019 and executed by Developer thereby granting power in favour of the JV Partner to do various acts, deeds and matters as more particularly set out therein.

3. TENANTS OF THE PROPERTY:

- 3.1. The Original Owners had created tenancies in respect two premises/flats and one garage in the Old Building:
- (a) Flat No. 2 located on the First Floor in favor of Mrs. Hawabai Fakhruddin Kadri from 01/06/1965; and
 - (b) Flat No.4 located on the Ground Floor along with Garage No. 1 in favor of Mr. Muizuddin F. Munshi from 01/06/1965.



- 3.2. Mr. Muizuddin F. Munshi had filed a Civil Suit being L.C. Suit No.268 of 2004 against the Owners before the City Civil Court, Mumbai. Eventually the parties entered into consent terms dated 8th October, 2010 and in terms of the said consent terms the said Suit was disposed of.
- 3.3. As per the aforesaid consent terms the Owners agreed to provide a flat admeasuring 1213 square feet (carpet area) and one car parking free of the cost on ownership basis to Mr. Muizuddin F. Munshi in the new building to be constructed on the said Land.
- 3.4. We have been informed that Mrs. Hawabai Fakhruddin Kadri (Kodare) expired on 6th June, 2000 and left behind her (i) Mr. Shah Nawaz Fakruddin Kodare, (ii) Mrs. Noorjehan A. M. Ramrajkar, (iii) Mr. Mubeen Ahmed Kodare, (iv) Mr. Aftab Alam Fakruddin Kodare, and (v) Mrs. Shenaz Kodare alias Anwar Khan, as her legal heirs (hereinafter referred to as the "**Kadri Family**"). An agreement was entered into between the Owners and Kadri Family on 16.10.2004 wherein the Kadri Family had agreed to vacate the tenanted premises occupied by them immediately. However, subsequently Kadri Family refused to vacate the tenanted premises and hence a suit being RAE Suit No. 447 of 2006 was filed before Small Cause Court, Bandra for eviction of the Kadri Family from the tenanted premises. As the Old Building was in dilapidated condition the same was demolished by Municipal Corporation of Greater Mumbai ("**MCGM**") and the said suit came to be dismissed on 11th September, 2017. The Owners have filed a civil suit being Suit No. 46 of 2016 before the Hon'ble Bombay High Court for restraining Kadri Family from creating any obstructions and hindrances in the redevelopment process of the said Property and to direct the Kadri Family to jointly accept one of the offers made by the Owners. The said suit is pending before the Hon'ble Court for hearing and final disposal.

4. SEARCHES AND INVESTIGATIONS:

4.1. SEARCH REPORT

From the Search Report dated 24th September, 2019, we observe that there are no adverse entries in respect of the said Property.

4.2. COURT SEARCHES

Verification of subsisting litigation in respect of property is often difficult on account of various reasons including that (i) such litigation can be instituted in different fora depending on the reliefs sought; (ii) litigation records maintained



by courts and other authorities (judicial or otherwise) are neither updated nor maintained descriptively and are also not easily available / accessible; (iii) no registers are maintained in respect of matters referred to arbitration. As such, in title investigation processes, we do not conduct any searches in any courts of law or other fora (judicial or otherwise) to verify whether any properties are the subject matter of any litigation or adjudicatory proceedings.

5. **ARCHITECTURAL ASPECTS:**

We have not conducted any architectural due diligence neither have we advised on any architectural aspect of the Property including: whether the structures standing thereon / intended to be constructed thereon have been / are being constructed in accordance with the sanctioned plans; all issues relating to FSI emanating from the Property; examining the sanctioned layout plan, building plans, floor plans in respect of any structures standing on the Property; any reservations (such a road widening, CRZ, land acquisition notices, set back) affecting the land; zoning relating to the Property; environmental clearance affecting the Property etc. We request you to independently carry out all architectural due diligence in respect of the Property.

6. **MISCELLANEOUS:**

6.1. **Property Register Card:**

- (i) The Property Register Card records the area of the said Land as 585.3 square meters;
- (ii) The tenure of the said Land is shown as 'C'. In common parlance land having C tenure is a freehold land for which assessment is being paid to the Government.
- (iii) From Property Register Card it appears that effect of death of Mr. Sunderji Zaver Gilani was recorded on 5th May, 2005 and name of Mrs. Kulsum Sunderji Gilani was recorded as his legal heir. *We observe that names of (a) Mr. Amin Sunderji Gilani, (b) Mr. Mustafa Sunderji Gilani, (c) Mr. Azim Sunderji Gilani and (d) Mrs. Nazlin Omprakash Kinghar who were also legal heirs of Mr. Sunderji Zaver Gilani were not brought on record.*



- (iv) Effect of death of Mr. Harji Zaver Gilani was recorded on 5th May, 2005 and name of Mr. Raju Harji Gilani was recorded as his legal heir. *We observe that names of (a) Mrs. Mumtaz Ashraf Hirani, (b) Mrs. Sharifa Abbas Lakhamsey, (c) Mrs. Roshan Mukhtar Tejani and (d) Mrs. Ronak Iqbal Lakhani were not brought on record.*
- (v) It appears that the effect of death of Mr. Harakhji Zaver Gilani has not yet been given on the Property Register Card.
- (vi) *The necessary applications should be made to the City Survey Department for bringing names of the present owners on the record.*

6.2. **Property Tax:**

- (i) From a copy of the Municipal Assessment Bill for the period 01/04/2018 to 31/03/2019 in respect of the said Property we note that the Assessment Bill has been issued in the name of Mr. Sunderji Zaver Gilani. *The Owners should make necessary application to Municipal Corporation of Greater Mumbai for getting the Assessment Bill issued in their name.*
- (ii) From a copy of the receipt issued by Brihanmumbai Municipal Corporation we note that the Municipal Assessment taxes in respect of the said Property has been paid for the period 01/04/2018 to 31/03/2019.

6.3. **Development Plan Remark:**

From perusal of the latest DP Remark in respect of the said Land from Development Plan 2034 we note as follows:

- (i) the said Land falls within Residential zone;
- (ii) there are no adverse remarks (such as heritage building, buffer zone, Regular Line/Road Line etc.) which affects the said Land.

7. **ASSUMPTIONS:**

This Report is based on the following assumptions:

- 7.1. that photocopies of all documents furnished to us are complete, accurate and a faithful reproduction of the originals of which they purport to be copies;



- 7.2. that all public records and documents, and the entries therein, referred to or relied upon herein are true, accurate, current and have been validly made;
- 7.3. that all sanctions and permissions referred to or relied upon herein have been validly obtained and have not been cancelled or revoked at any time;
- 7.4. there are no facts or circumstances in existence and no events have occurred which render any of the documents referred to or relied upon in this Report void or voidable, repudiated or frustrated or capable of rescission for any reason and in particular, but without limitation by reason of lack of consideration, default, fraud or misrepresentation and that no authorization, whether under any power of attorney, resolution or otherwise, has been withdrawn, cancelled or revoked;
- 7.5. the genuineness of all signatures, the authenticity of the documents submitted to us and conformity in all respects of the copies of documents produced before us to the originals thereof; and
- 7.6. the genuineness of the contents and authority of the sender in respect of the email messages and their attachments received by us.

8. **CONCLUSION:**

- 8.1. Subject to our observations and recommendations above, in our opinion:
 - 8.1.1. The Owners are absolutely entitled to the said Property i.e. land bearing Final Plot Nos. 87 and 88 of Town Planning Scheme No. III, bearing C.T.S. Nos. F/463, admeasuring 585.30 square metres, situated at 16th Road, Bandra (West), Mumbai 400 050 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with a residential building standing thereon known as "Zaver Kunj" comprising of ground plus two floors having 6 (Six) flats and 1 (One) garage.
 - 8.1.2. Subject to the rights of Tenants and rights of the Developer, the Owner's title to the said Property is marketable and free from any encumbrances.
 - 8.1.3. By virtue of Agreement of Grant of Development Rights dated 16th December, 2019, the Developer has exclusive rights to develop/redevelop the said Property.



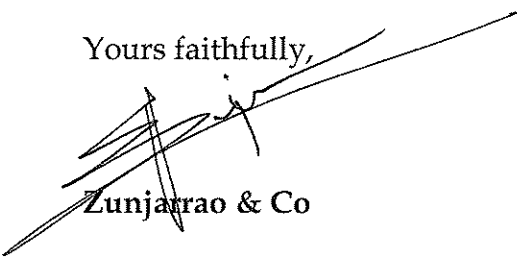
8.1.4. As per the terms of the Agreement of Grant of Development Rights dated 16th December, 2019, the following parties are entitled to below mentioned RERA carpet areas in the new building to be constructed by the Developer on the said Land:

- (a) 9855.67 square feet – Owners;
- (b) 2574.90 square feet – JV Partner; and
- (c) 5327.39 square feet – Developer.

9. **DISCLAIMER:**

- 9.1. The contents of this Report are our views on the title to the Property based on our perusal of the Documents, and in no event shall we be liable for any consequential incidental or punitive losses, damages or expenses whatsoever.
- 9.2. To the extent that this Report contains or refers to reports, memoranda, lists, information, opinions or advice from any other person, that person remains exclusively responsible for the contents of such reports, memoranda, lists, information, opinions or advice.
- 9.3. The contents of this Report are confidential. Neither this Report nor any of its contents shall be copied, quoted, disclosed, referred to in any document or given to any third party, in whole or in part, other than you without our express written consent. We accept no responsibility or legal liability to any person other than you in relation to the contents of the Report even if the Report has been disclosed with our consent.
- 9.4. Our maximum aggregate liability to any involved parties arising from, or in relation to, this Report (in contract, tort, negligence or otherwise howsoever arising) shall not in any circumstances exceed the professional fee payable to us for this specific mandate.
- 9.5. This Report must be read as a whole and also together with all the Annexures appended hereto.

Yours faithfully,



Zunjarrao & Co



SCHEDULE

(said "Land")

All that piece and parcel of land bearing Final Plot Nos. 87 and 88 of Town Planning Scheme No. III, bearing C.T.S. Nos. F/463, admeasuring 585.30 square metres, situated at 16th Road, Bandra (West), Mumbai 400 050 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

(said "Old Building")

A residential building standing on the said Land known as "Zaver Kunj" comprising of ground plus two floors having 6 (Six) flats and 1 (One) garage situated at 16th Road, Bandra (West), Mumbai 400 050.



Annexure "A"
(List of Documents)

1. Agreement dated 11th September, 1959 entered into between Mr. Anthony Pereira and Mr. Harakhji Zaver Gilani;
2. Indenture dated 16th January, 1960 registered with the office of Sub-Registrar of Assurance - Bandra at Serial No. 126 of 1960 on 16/01/1960 and entered into between Mr. Anthony Pereira, Mrs. Julia Pereira and Mrs. Grace D'silva and Mr. Sunderji Zaver Gilani, Mr. Harji Zaver Gilani and Mr. Harakhji Zaver Gilani;
3. Indenture dated 9th November, 1964 registered with the office of Sub-Registrar of Assurance - Bombay at Serial No. 3423 of 1964 on 9/11/1964 and executed between Mr. Sunderji Zaver Gilani, Mr. Harji Zaver Gilani and Mr. Harakhji Zaver Gilani and Life Insurance Corporation of India;
4. Indenture dated 13th September, 1965 registered with the office of Sub-Registrar of Assurance - Bombay at Serial No. 2821 of 1965 on 13/09/1965 and executed between Mr. Sunderji Zaver Gilani, Mr. Harji Zaver Gilani and Mr. Harakhji Zaver Gilani and Life Insurance Corporation of India;
5. Letter dated 21st February, 1977 addressed by Mr. Sunderji Zaver Gilani, Mr. Harji Zaver Gilani and Mr. Harakhji Zaver Gilani to Life Insurance Corporation of India;
6. Release Deed dated 27th February, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 4 at Serial No. 1054 of 2019 on 27/02/2019 and executed between Mrs. Nazlin Omprakash Kinghar and Mr. Amin Sunderji Gilani, Mr. Mustafa Sunderji Gilani and Mr. Azim Sunderji Gilani;
7. Release Deed dated 27th February, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 4 at Serial No. 1052 of 2019 on 27/02/2019 and executed between Mrs. Sharifa Abbas Lakhamsey and Mr. Raju Harji Gilani;
8. Release Deed dated 27th February, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 4 at Serial No. 1053 of 2019 on 27/02/2019 and executed between Mrs. Roshan Mukhtar Tejani and Mr. Raju Harji Gilani;
9. Release Deed dated 11th March, 2019 registered with the office of Sub-registrar of Assurance - Andheri - 6 at Serial No. 8182 of 2019 on 26/07/2019 and executed between Mrs. Mumtaz Ashraf Hirani and Mr. Raju Harji Gilani;



10. Release Deed dated 30th April, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 6 at Serial No. 8185 of 2019 on 26/07/2019 and executed between Mrs. Ronak Iqbal Lakhani and Mr. Raju Harji Gilani;
11. Release Deed dated 11th March, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 6 at Serial No. 8184 of 2019 on 26/07/2019 and executed between Mrs. Sonia Suresh Ahuja and Mrs. Khatija Harakhji Gilani;
12. Release Deed dated 20th May, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 6 at Serial No. 8187 of 2019 on 26/07/2019 and executed between Mr. Mansoor Harakhji Gilani and Mrs. Khatija Harakhji Gilani;
13. Release Deed dated 20th May, 2019 registered with the office of Sub-registrar of Assurance – Andheri – 6 at Serial No. 8188 of 2019 on 26/07/2019 and executed between Mr. Munir Harakhji Gilani and Mrs. Khatija Harakhji Gilani;
14. Release Deed dated 22nd May, 2019, registered with the office of Sub-registrar of Assurance – Andheri No - 6 at Serial No. 10570 on 23/09/2019 and executed between Mrs. Nargis Aziz Merchant and Mrs. Khatija Harakhji Gilani;
15. JV Agreement dated 13th July, 2004 executed between Mr. Harakhji Gilani, Ms. Kulsum S. Gilani and Sahil R. Gilani and Mr. Arvind K. Shah;
16. Commencement Certificate bearing No. CE/1645/WS/AH dated 3rd November, 2018;
17. Agreement of Grant of Development Rights dated 16th December, 2019 registered with the Sub-Registrar of Assurance – Andheri 2 at Serial No. 9456 of 2019 on 16/12/2019 and executed between the Owners, the JV Partner and the Developer;
18. Power of Attorney dated 16th December, 2019 registered with the office of Sub-Registrar of Assurance – Andheri 2 at Serial No. 9457 of 2019 on 16/12/2019 and executed by the Owners in favour of the Developer;
19. Power of Attorney dated 16th December, 2019 registered with the office of Sub-Registrar of Assurance – Andheri 2 at Serial No. 9458 of 2019 on 16/12/2019 and executed by the JV Partner in favour of the Developer;



20. Power of Attorney dated 16th December, 2019 registered with the office of Sub-Registrar of Assurance - Andheri 2 at Serial No. 9459 of 2019 on 16/12/2019 and executed by Developer in favour of the JV Partner;
21. Consent terms dated 8th October, 2010 filed in Civil Suit being L.C. Suit No.268 of 2004 before the City Civil Court, Mumbai;
22. Property Register Card in respect of the said Land;
23. Municipal Assessment Bill for the period 01/04/2018 to 31/03/2019 in respect of the said Property;
24. Development Plan Remark in respect of the said Land from Development Plan 2034.