

Ref No.

Date:- 29th April 2011

TITLE REPORT

To

(1) **M/s. Lord Shree Ganesh Developers**
Flat No. C-1, Ground Floor, Sumer Nagar,
Building No. 3, S.V.Road, Borivali (West),
Mumbai – 400 092.

(2) **Anuradha Real Estate Developers Pvt. Ltd.**
B/301, Vini Classic, M.G. Road,
Kandivali (West),
Mumbai-400 067.

Sirs,

As instructed by you, I have investigated title in respect of the property described in the Second Schedule hereunder written, (hereinafter referred to as "the said Property"), and in respect thereto, I submit my report, inter alia, as under:-

1. During his lifetime one Chandu Amarnath Devrukhkar was seized and possessed of or otherwise well and sufficiently entitled to an agricultural land lying and being at Village Malad (South), Taluka Borivli, Mumbai Suburban District bearing Survey No. 429, Hissa No. 1, admeasuring 17,603.67 sq. mtrs

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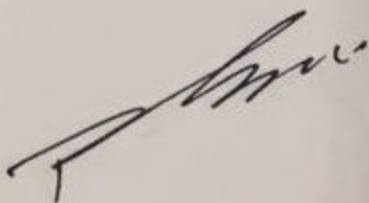
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or thereabouts and more particularly described in the First Schedule hereunder written. (Hereinafter referred to as "the said larger property")

2. The said Chandu Amarnath Devrukhkar died intestate at Mumbai on 27th June 1981 leaving behind him surviving as his only heirs and legal representatives his widow Smt. Deviben Chandu Devrukhkar and his daughter Mrs. Samina Arif Khan nee Dhanlaxmi Chandu Devrukhkar under the provisions of Hindu Succession Act by which he was governed at the time of his death.

3. The said Deviben Chandu Devrukhkar died intestate at Mumbai on 7th September 1992 leaving behind surviving as her only heir and legal representative her only said daughter Mrs. Samina Arif Khan nee Dhanlaxmi Chandu Devrukhkar under the provisions of Hindu Succession Act by which she was governed at the time of her death.

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4. In the premises, the said Mrs. Samina Arif Khan nee Dhanlaxmi Chandu Devrukhkar became exclusively entitled to succeed to the estate of her parents including the said larger property.

5. By a Development Agreement dated 28th March, 2006, the said Mrs. Samina Arif Khan alias Dhanlaxmi Chandu Devrukhkar agreed to grant development rights to one Mr. Parshuram Shinde in respect of part of the said larger property bearing Survey No. 429, Hissa No. 1/3 and City Survey No. 1069A/2 total admeasuring 4306.02 sq.mtrs equivalent to 5150.00 sq. yards or thereabouts (hereinafter referred to as "the said property") for the total consideration and on the terms and conditions mentioned therein. The said Development Agreement dated 28th March, 2006 is duly registered with the Sub-Registrar of Assurances at Borivali under Sr. No. BDR11/2239 of 2006 dated 28-3-2006

6. The Collector, Mumbai Suburban District by his Order dated 22nd June 2007 has permitted the sub-division of the

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property described in the first Schedule hereunder written and by virtue thereof the property bearing C.T.S No. 1069A/2 is now admeasuring 3816.2 sq.mtrs or thereabouts which is more particularly described in the Second Schedule hereunder written.

7. The said Mr. Parshuram Shinde in turn formed and registered a Partnership firm in the name and style of M/s. Lord Shree Ganesh Developers.

8. Pursuant to a Joint Development Agreement dated 5th April, 2010, executed between M/s. Shree Lord Ganesh Developers therein referred to as the Shinde of the One Part and Anuradha Real Estate Developers Pvt. Ltd. therein referred to as the Balaji of the Other Part, both of you jointly agreed to acquire the said property described in the Second Schedule hereunder written subject to the provisions and terms and conditions of the said Joint Development Agreement.

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9. The Collector, Mumbai Suburban District by his Order dated 27th November 2009 granted non-agricultural permission in respect of the said property described in the Second Schedule hereunder written on the terms and conditions mentioned therein.
10. The said Mrs. Samina Arif Khan nee Dhanlaxmi Chandu Devrukhkar put M/s. Lord shree Ganesh Developers into vacant and peaceful possession of the said property and now both of you are in vacant and peaceful possession of the said property.
11. By a Deed of Conveyance dated 7th April 2010 and made between the said Mrs. Samina Arif Khan nee Dhanlaxmi Chandu Devrukhkar as Vendor of the First Part, the said Parshuram Shinde as the Confirming Party of the Second Part and both of you as the Purchasers of the Third Part and same is duly registered with the Office of the Joint Registrar of Assurances at Borivali No. 7 M.S.D. under Sr. No. BDR-16/3822/ /2010 on 7th April 2010 in Book No. 1, both of you

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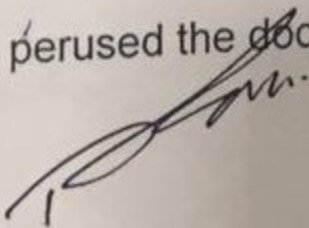
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became jointly entitled to the said property described in the Second Schedule hereunder written subject to the terms and conditions mentioned in the said Joint Development Agreement dated 5th April 2010.

12. You have got the building plans sanctioned under IOD No. CHE/9804/BP(WS)/AP dated 27th August, 2009 an amended by approval dated 31-12-2010. You are entitled to consume the outside TDR/FSI by treating the said property as base land/recipient plot. You have got the building plans sanctioned now for construction of 7th Floor. However keeping in view the provisions of consumption of total permissible F.S.I, you have designed the R.C.C framework in such manner so as to consume the maximum permissible F.S.I to the extent of 7122.48 sq. mtrs. and put up construction upto 28th Floor.

13. I have perused the Search Report dated 21/04/2011 submitted by my Search Clerk, Mr. D. K. Patil. I have also perused the documents produced by you as referred above

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and subject to what is stated hereinabove, I am of the opinion that you have marketable title in respect of the said property free from all encumbrances and you are entitled to develop the same by constructing buildings in accordance with the sanctioned building plans by concern Authorities and subject to the provisions of the said Joint Development Agreement dated 5th April, 2010.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL that piece or parcel of land lying and being at Village Malad, Taluka Borivali S.No.429, H.No.1, C.T.S. No.1069 admeasuring about 21,054 sq. yards equivalent to 17,603.67 sq.mts. or thereabouts in the Registration District of Mumbai City and Mumbai Suburban.

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Pramod N. Ganvir
M.A.,LL.B.
Advocate High Court

Parera Compound, Rajendra Nagar
Near Nalanda High School,
Borivali (East), Mumbai-400 066

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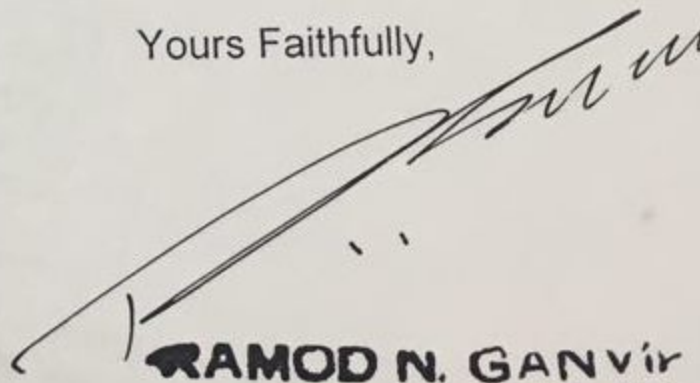
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THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL that piece or parcel of land lying and being at Village
Malad, Taluka Borivli bearing S.No.429, H.No.1/3, C.T.S.
No.1069/A/2 admeasuring about 4564.18 sq.yards equivalent
to 3816.2 sq.mts. or thereabouts in the Registration District of
Mumbai City and Mumbai Suburban.

Dated this 29th day of April, 2011.

Yours Faithfully,


PRAMOD N. GANVIR
M.A LL.B.

ADVOCATE HIGH COURT

Parera Compound, Rajendra Nagar

Near Nalanda High School

Borivali (East), Mumbai-400 066

Advocate High Court