

DMS/

/2011

REPORT ON TITLE
TO WHOMSOEVER IT MAY CONCERN

Re: All that piece or parcel of land bearing CTS No. E/323(part) admeasuring 607.876 sq.mtrs. and CTS No.E/325 admeasuring 187.30 sq.mtrs. admeasuring in aggregate 795.176 sq.mtrs. situate, lying and being at 14th Road, Khar (West), Mumbai 400 052 and being Plot A of Sub-divided plot of amalgamated plots originally formed from Plot Nos. 431, 435A, 435 and 436 together with structures standing thereon (**said Property**)
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We have by our title certificate dated 4th March, 2010 certified the title of Hardevi Motwane and (2) Pratishwar Motwane (**the Owners**) to the said Property as clear and marketable. A copy whereof is annexed hereto as **Annexure "A"**.

We have updated the search by causing to take search in the Office of Sub-Registrar of Assurances both at Bombay and Bandra for 2 years i.e. from 2009 to 2011.

We have also perused a copy of Development Agreement dated 18th February, 2011 [**the said Development Agreement**] executed by and between the Owners [therein referred to as the Owners] and Jasani Realty Pvt. Ltd. [therein and hereinafter referred to as the "**Developers**"] and duly registered with the Office of Sub-Registrar of Assurances at Bandra under serial No.BDR-1/02236/2011. Upon perusal of the search note and the copy of Development Agreement dated 18th February, 2011 and in continuation of our title certificate dated 4th March, 2010 we have to state as follows:-

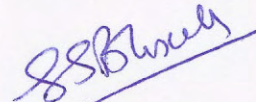
- i) While perusing the search note we found that said Development Agreement dated 18th February, 2011 is duly registered on 25th February, 2011 under Sr.No.BDR-1/02236/2011.
- ii) By the said Development Agreement the Owners have granted the development right in respect of said Property unto and in favour of the Developers for the consideration and on the terms and conditions.
- iii) In pursuance of the said Development Agreement the Owners have also executed a Power of Attorney dated 18th February, 2011 interalia granting various powers as therein contained which is duly registered with the Office of Sub-Registrar of Assurances at Bandra under Sr.No.BDR-1/02237-2011.
- iv) As per the terms of the said Development Agreement, the Owners have retained for themselves 7/12th of the entire saleable area to be constructed by the Developers for the benefit of the Owners on on 1st, 3rd, 4th, 6th, 9th, 11th and 12th habitable residential floors of the proposed building and 7/12th car parking spaces (covered/uncovered) **(the Owners Entitlement/Premises)** and the Developers are entitled to 5/12th of entire saleable area i.e. the residential units / car parking spaces (covered /uncovered) to be constructed on the said Property on 2nd, 5th, 7th, 8th and 10th habitable residential floors of the proposed building **(the Developer Entitlement/Premises)**. Under the said Development Agreement it is further agreed that both Owners and Developers shall be entitled to deal with their respective premises only after the TDR is purchased and "U" form is filed with MCGM.

Divya Shah Associates

On the basis of the search note and the said Development Agreement perused by us we are of the opinion that the Developers have acquired the development ight in respect of the said Property and subject to and on the terms and conditions set out in the said Development Agreement the Developers are entitled to deal with the Premises comprising in their entitlement.

Dated this 9th day of April, 2011

For Divya Shah Associates


Partner