

Mrs. S. M. Thakkar  
Mr. M. S. Parekh  
Mrs. A. J. Jasani

## PURNANAND & CO.

(REGD.)

ADVOCATES & SOLICITORS

FORT CHAMBERS 'C',  
2ND FLOOR,  
65 TAMARIND LANE,  
FORT, MUMBAI - 400 023.  
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Ref: M/551.

To,

M/s. Skyline Great Hills

Sub: Title Report for Land bearing C.T.S. No.393, Survey No.40,  
Hissa No.1, Survey No.75, Hissa No.7 and Land bearing  
Survey No.75, Hissa No.5 admeasuring 4,264.7 square  
meters and situated in the village of Bhandup, Taluka  
Kurla

Dear Sir,

At your request we have investigated your title in respect of land bearing C.T.S. No.393 and Survey No. 40, Hissa No. 1, Survey No. 75, Hissa No. 7 and Land bearing Survey No. 75, Hissa No. 5 admeasuring in all 4,384 square meters village of Bhandup, Taluka Kurla, (hereinafter referred to as the "**said Property**").

We have issued public notice in (i) Free Press Journal and (2) Janmabhoomi (English) newspapers on 25<sup>th</sup> May 2015. We have not received any objections pursuant to the above public notices. We have also caused search to be taken of the records of the offices of Sub Registrar of Assurances at Mumbai, Bandra and Kurla. Search Report shows that some of the records in the office of Sub-Registrar of Assurances are in torn conditions/missing/not ready for search and Chembur office is under renovation therefore documents are not available for inspection.

We have perused copies of Title Deeds and other documents. On the basis of documents it appears that:

1. By a Deed of Conveyance dated 17<sup>th</sup> October, 1964 duly registered with the Sub-Registrar of Bandra under Serial No. BND/2327 of 1964 on October 19, 1964, Mr. Umedmal Chaturbhuj, Mr. Devichand Ratanchand, Mr. Joharmal Khimji, Mr. Pukraj Nathaji, Mr. Kapurchand Hirachand and Mr. Gangaram Nathaji with the consent of Mr. Ganpat Laxman Jadhav sold and conveyed land bearing Survey No. 40 Hissa No. 1 and Survey No. 75, Hissa No. 7 admeasuring 2,156 square yards to Mrs.

Kunjalata Divecha at or for the consideration and on the terms and conditions contained therein.

2. By a Deed of Conveyance dated 3<sup>rd</sup> February, 1966 duly registered with the Sub-Registrar of Bandra under Serial No. BND/240-1/11 of 1966 on 3<sup>rd</sup> February, 1966, Mrs. Krishnabai widow of Govind Joma Patil with the consent of Ganpat Barik Patil, Narayan son of Manik Bama Patil, Baburao Joma Patil, Krishna Joma Patil, Devoobai Govind Patil, Jaywant Jagannath Patil sold and conveyed land bearing Survey No. 75, Hissa No. 5, admeasuring 3,269 square yards equivalent to 2,734 square meters situated at Bhandup, Taluka Kurla, in the Registration Sub-District Bandra to the Mrs. Kunjalata Divecha for the consideration and on the terms and conditions contained therein.
3. It appears from the said Conveyance dated 3<sup>rd</sup> February, 1966 that earlier Krishnabai Govind Patil, the widow of Govind Dyanoba Patil executed Lease in respect of the land bearing S. No. 75, Hissa No. 5 in favour of Kunjalata Divecha for a term of 98 years on the terms & conditions contained in the Lease Deed dated 15<sup>th</sup> December 1963, as rectified by Deed of Rectification dated 30<sup>th</sup> March, 1965. Under terms of the said Lease Deed, the Lessee had an option to purchase the aforesaid land at any time during the period of 10 years from commencement of lease at the priced fixed therein. The said Mrs. Kunjalata R. Divecha exercised her option to purchase the said land and accordingly the Conveyance dated 3<sup>rd</sup> February, 1966 was executed in her favour.
4. Thus the said Kunjalata Divecha became the absolute owner of and/or is otherwise well and sufficiently entitled to plot bearing CTS No. 393, Survey No.40/1, Survey No.75/7 and Survey No. 75/5 situated at Bhandup, Taluka Kurla, in the Registration Sub-District Bandra and admeasuring 4,384 square meters as per conveyances and 4,264.7 square meters as per the property register card.
5. The said Kunjalata Divecha constructed factory building and was carrying on business under the name and style of Acme Mirror Works as sole proprietress thereof.

6. The said Kunjalata Divecha also created tenancy in respect of a portion of the Building/shed admeasuring about 3000 sq. ft. in favour of the Mr. Harsh Divecha, sole proprietor of Divecha Glass Enterprises. The said Harsh Divecha agreed to surrender tenancy rights in respect of the said tenanted premises and hand over quiet and peaceful possession to Kunjalata Divecha.
7. By a Deed of Conveyance dated 14<sup>th</sup> June, 2010 duly registered with the office of Sub-Registrar at Bandra under Sr. No. BDR13-05694-2010, the said Kunjalata Divecha with the consent of Mr. Harsh Divecha, sole proprietor of Divecha Glass Enterprises sold transferred & conveyed the said Property to you at the consideration and on the terms & conditions contained therein and handed over vacant possession thereof to you.
8. By letter dated 29<sup>th</sup> October, 2010 addressed by the Labour Commissioner to Municipal Commissioner, MCGM, Labour Commissioner Conveyed their NOC to MCGM for development of the above property.
9. MCGM by its letter dated 22<sup>nd</sup> December, 2010 bearing Ref. No. CHE/4885/DPES granted permission, for change of user of the said Property, from Industrial to Residential purpose on the terms & conditions therein contained. In accordance with the said permission 5% of the plot area admeasuring 205.31 sq.mts. is required to be handed over to MCGM, as amenity open space.
10. You have agreed to borrow from Thane Bharat Sahakari Bank Ltd. a sum of Rs. 7 crore and as a security for repayment thereof created Mortgage over the said Property along with building being constructed thereon in favour of Thane Bharat Sahakari Bank Ltd.
11. You have repaid the loan taken from Thane Bharat Sahakari Bank Ltd. along with interest, and thereafter by a registered Deed of Reconveyance dated 28<sup>th</sup> August 2014, Thane Bharat Sahakari Bank released mortgage created in their favour and reconveyed the said Property to you.
12. As set out above, we have not received any objection pursuant to the public notice dated 25<sup>th</sup> May 2017. We may however point

out that earlier we have also issued public notices on 13<sup>th</sup> May 2011, pursuant thereto some of the persons claiming to be the heirs and legal representatives of Joma Mahadu Patil and Bama Mahadu Patil claimed that the land bearing Survey No. 75, Hissa No. 5 is ancestral property and they have undivided share therein. They claimed that Suit bearing No. 1212 of 1991 as well as counter claim filed therein, is in respect of various joint properties including the said land bearing Survey No. 75, Hissa No. 5. Admittedly neither you nor your predecessor, Mrs. Kunjalata Divecha are party to the said proceedings. The said Property is conveyed to Mrs. Kunjalata Divecha by Deed of Conveyance dated 3<sup>rd</sup> February, 1966. Deed of Conveyance specifically mentions that the said Property, which originally formed part of the joint family property has since been separated and the said Property bearing Survey No. 75, Hissa No. 5 came to the share of Krishnabai Govind Patil w/o Govind J. Patil. In fact heads of other branches were joined in the said conveyance as Confirming Parties and had confirmed Sale in favour of Mrs. Kunjalata Divecha. Even otherwise to their knowledge since last more than 55 years i.e. from February, 1966 till execution of the Conveyance dated 14<sup>th</sup> June, 2010, by which the said Property was transferred in your favour, Mrs. Kunjalata Divecha was in use occupation and physical possession as owner thereof and after execution of conveyance in your favour, you are in actual and physical possession of the said Property as owner thereof. No steps have been taken by the heirs and legal representatives of late Joma Patil & Bama Mahadu Patil even after 2011. Thus in our view claims made by some of the heirs and legal representative of late Joma Patil & Bama Mahadu Patil have no merit.

13. We are informed that necessary application is made by you to bring your name on the Revenue Records in place of Mrs. Kunjalata Divecha, the said application is still pending. PR Card that as per letters dated 30/11/2011 and 6/04/2011 issued by Deputy Collector and Competent Authority U.L.C. area of 6720.08 sq. mts. to exempted out of C.T.S No. 393 remark is put in the column other rights "for industrial user transfer without prior permission is prohibited" is recorded. We are informed that no notice was issued to the previous Owner and/or you prior to

putting of the remark. We are further informed that on the face of it, there appears to be some error as area of the said Property as per Conveyance is 4,384 sq. mts. and area as per P. R. Card is 4,246.72 sq. mts. only, however as per remark area exempted by U.L.C. is 6,720.08 sq. mts. In any event, we are informed that you have applied for copies of the letters dated 30.11.2011 and 06.04.2011 and you intend to take appropriate step, to remove such remark and/or obtain requisite permission.

14. We are informed that you have partly developed the said Property by constructing Wing "A" & "B", and sold flats/premises therein and handed over possession thereof to the respective purchasers after obtaining occupation certificate.

15. The Bharat Co-operative Bank Mumbai Ltd. have agreed to lend and advance a sum of Rs. 10 crore to you. As a security for repayment thereof by a Deed of Mortgage dated 01.10.2016 created Mortgage as a security for repayment thereof along with interest, you have created Mortgage over part of the said Property admeasuring about 750 sq. meters, being land area pertaining to Wing "C" along with certain unsold flats in the "C" Wing and certain unsold shops in "A" & "B" wings in favour of The Bharat Co-operative Bank Mumbai Ltd. as more particularly setout therein.

Subject to what is stated hereinabove and as so subject to your satisfying the Mortgage created in favour of The Bharat Co-operative Bank Mumbai Ltd. and complying with the terms and conditions contained in various permission on the basis of which plans are sanctioned in our opinion, your title to the above Property, is clear and marketable free from reasonable doubts.

Dated this 4<sup>th</sup> day of July 2017.

For M/s. Purnanand & Co.

*m. d. n. d.*

Partner

COMPANY OF

INCORPORATED

IN THE STATE OF

NEW YORK

FOR THE YEAR

ENDING

AT THE CITY

OF NEW YORK

ON THE

THIRTIETH DAY

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