



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL-DDA-10123 / 4061/2018

To,
M/s. Surana Constructions (Wadala)
Omkar House, Off Eastern Express Highway,
Sion (E),
Mumbai-400022

TITLE REPORT

Re: All those pieces and parcels of land admeasuring 8099.48 square meters or thereabouts bearing Cadastral Survey Nos. 195 (P), 196 (P), 197 (P), 200 (P), 201(P), 1/204, 2/204, 205 (P) and 207(P) of Salt Pan Division, Antop Hill, Wadala (East), Mumbai- 400 037 ("the said Land").

A. Introduction

We have been requested by our client to investigate the right, title and interest of M/s. Surana Constructions (Wadala) ("Surana") a partnership firm registered under the provisions of the Partnership Act, 1932 having its registered office at 768, Singapore Arcade, 3rd Road, Khar (W), Mumbai- 400 052 and having Omkar Realtors and Developers Private Limited ("Omkar") and Anatomy Realtors Private Limited ("Anatomy") as its partners to develop and implement a slum rehabilitation scheme sanctioned by the Slum Rehabilitation Authority ("SRA") vide Letter of Intent dated 31st January 2011 ("the First LOI") read with Letter of Intent dated 22nd October 2014 ("the Revised LOI") bearing No. SRA/Eng/2290/FN/STGL/LOI (collectively referred to as "the said LOI") on land bearing Cadastral Survey Nos. 195 (part), 196 (part), 197 (part), 200 (part), 201, 1/204, 2/204, 205 (part) and 207(part) admeasuring 8099.48 square metres of Salt Pan Division, Antop Hill, Wadala (East), Mumbai- 400 037 ("the said Land") (more particularly described in the Schedule hereunder written) under Regulation 33(10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991 ("DCR") and other applicable laws ("the Scheme"). There are structures on the said Land in the occupation of various slum dwellers ("the Existing Structures"). The said Land and the Existing Structures are, hereinafter, collectively, referred to as "the said Property". The slum dwellers on the said Land ("the Members") have formed themselves into Anand Nagar SRA Co-operative Housing Society Limited ("the said Society").

B. Steps

With respect to the investigation of title, we have undertaken the following steps:

- (i) Perused the original title deeds (a list whereof is annexed hereto as **Annexure "A"**) with respect to the Scheme. We have also been provided with a copy of the letter dated 20th January 2016 addressed by Omkar to Yes Bank Limited wherein it is recorded that the originals of the Development Agreement dated 5th December 2007, power of attorney dated 5th December 2007 and deed of rectification as stated therein have been deposited with Yes Bank Limited pursuant to the term loan as mentioned therein and we have relied upon this letter dated 20th January 2016.
- (ii) We have perused copies of the deeds, documents and writings pertaining to the said Land as stated in this report.
- (iii) Caused searches to be undertaken at the office of Sub-Registrar of Assurances for a period of 65 years from 1951 to 2016 and list of documents reflected in the search report has been provided in **Annexure "B"** hereto.
- (iv) Examined the property register cards with respect of the said Land as specified hereinbelow.
- (v) Caused searches to be undertaken at the office of the Registrar of Firms for Surana up to 2015.
- (vi) Surana has furnished to us a declaration dated 4th May 2016 pertaining to various facts in relation to the said Land ("**the Declaration**"). We have relied on the Declaration for the purposes of preparing this Report on Title and we have assumed the same to be true.
- (vii) We have been provided with the Certificate of an Architect dated 17th February 2016 ("**Architect Certificate**"), which we have relied upon.
- (i) We have issued public notices ("**the said Public Notices**") in the following newspapers:
 - (a) The Free Press Journal (English), Mumbai Edition dated 21st November 2015; and
 - (b) Navshakti (Marathi), Mumbai Edition dated 21st November, 2015

C. Disclaimers

1. This Report is prepared solely for the use of our Client.
2. We have, at the instructions of Omkar, investigated the right, title and interest Surana to develop the

said Land and implement the scheme under the provisions of the Regulation 33(10) of the DCR in accordance with the said LOI and it is expressly clarified that this Report on Title is restricted only to ascertain the title and rights of Surana to develop the said Land, as set out in this paragraph, and does not address any other issue.

3. The accuracy of the Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate, which we have assumed to be the case.
4. For the purpose of this Report, we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Mumbai. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.
5. For the purpose of this Report we have through our search clerk, conducted searches at the Office of the Collector and revenue offices. However, searches at the office of the Collector and revenue offices are subject to the availability of records and also to records being torn and mutilated.
6. For the purpose of this Report, we have also caused searches to be conducted of the records of the Registrar of Firms as specified hereinbelow. However, searches of the records of the Registrar of Firms are subject to the availability of records on the date of inspection.
7. Unless specifically stated otherwise in the main section of this Report, we have not verified whether the formalities which have a direct bearing on the enforceability of contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us during the course of our discussions have been complied with or not.
8. We have not formed any opinion on the approvals and sanctions granted/ required from the concerned authorities for the development or construction on the said Land or any part thereof.
9. This Report has been prepared in accordance with and is subject to the laws of India.

D. Ownership of the said Land

Government of Maharashtra ("**Governor**") is the owner of the said Land. The same is evidenced by the Property Register Cards and the Annexure II and these have been taken as evidence of title.

E. Right of Surana

1. A general body meeting was held on 29th October 2006 of the Members of the said Society on the said Land for the purpose of considering redevelopment of the said Property. Where the following resolutions were passed:
 - (i) Chairman of the meeting was decided;
 - (ii) Objects of the said Society were decided;
 - (iii) Name and address of the said Society was decided;
 - (iv) Chief Promoter of the said Society was appointed;
 - (v) Managing Committee was formed;
 - (vi) It was decided to appoint Surana as the developer for development of the said Property by implementing the Scheme thereon;
 - (vii) It was decided to appoint Messrs. Shree Associates as the architect ("**the Architect**") for developing of the said Property;
 - (viii) The Chief Promoter of the said Society was authorised to execute documents and make necessary applications in relation to the redevelopment of the said Property by implementation of the Scheme thereon on behalf of the said Society; and
 - (ix) It was decided to make an application for reservation of name for the said Society.
2. By and under a development agreement dated 5th December 2007 executed by and between Surana and the said Society, the Society granted development rights in favour of Surana in the manner and on the terms and conditions mentioned therein.
3. By and under an Irrevocable Power of Attorney notarised on 5th December 2007 ("**POA**") the said Society appointed and nominated Surana to undertake various acts, deeds, matters and things in relation to and/or for the purpose of the redevelopment of the said Property by implementation of the Scheme thereon in the manner provided therein.
4. A letter dated 7th September 2009 ("**Common Letter**") was issued by the said Society in favour of the Chief Executive Officer, Slum Rehabilitation Authority ("**CEO**"). In the Common Letter it was

mentioned that the Members of the said Society had given their consent to Surana, *inter-alia*, for the redevelopment of the said Property in such manner and on the terms and conditions mentioned therein.

5. By and under a letter dated 14th December 2009 addressed by the SRA in favour of the Additional Collector, (Encroachment/ Eviction), Mumbai City, the SRA requested Additional Collector, (Encroachment/ Eviction), Mumbai City to issue a Annexure- II.
6. The said Society made an application dated 4th December 2010 to the Sub-Registrar, SRA requesting reservation of name.
7. The SRA issued a public notice dated 29th March 2011 whereby it called upon the non-eligible hutment holders on the said Land to submit applications / representations to the SRA in order to be considered eligible.
8. The Assistant Registrar, Co-operative Housing Societies, Mumbai City, SRA issued a Certificate of Registration dated 3rd May 2011 to the said Society.
9. By and under a letter dated 9th September 2011 issued by the SRA in favour of the Collector (Mumbai City) and bearing reference No. SRA/ENG/2290/FN/STGL/LOI, the SRA requested the Collector to process the grant of no objection certificate for the slum rehabilitation scheme on the said Land and that in the event nothing was heard from the collector within a month then the NOC would deemed to have been granted.
10. By and under orders dated 24th August 2012, 29th October 2012 and 16th April 2013 passed by the SRA, SRA declared 7 (seven), 6 (six) and 6 (six) hutment holders respectively eligible on the said Land.
11. By and under a Deed of Rectification dated 12th March 2014 (notarised on 19th March 2014) executed by and between Surana and the Chairman of the Society, it was recorded that the date of the Development Agreement had been incorrectly mentioned in the power of attorney dated 5th December 2007 as 17th November 2006 and the correct date of the development agreement was 5th December 2007.
12. By and under a Facilitation Agreement dated 7th November 2015 ("**Pramod Naik Facilitation Agreement**") executed by and between Surana (therein referred to as "the Firm") of the First Part

and Pramod Naik (therein referred to as "the Facilitator") of the Second Part, the Facilitator therein agreed to perform certain obligations in relation to the Scheme for a consideration and in accordance with the terms therein.

13. By and under an agreement dated 7th November 2015 ("**Surendra Surana Facilitation Agreement**") executed by and between Surendra Surana (therein referred to as "the Obligor") of the First Part and Surana (therein referred to as "the Firm") of the Second Part, the obligor therein agreed to perform certain obligations in relation to the Scheme and for a consideration and in accordance with the terms therein.
14. By and under a Deed of Confirmation dated 3rd March 2016 executed by and between Surana (therein referred to as "the Firm") of the First Part and Pramod Naik (therein referred to as "Pramod Naik") of the Second Part, the parties thereto confirmed that Pramod Naik Facilitation Agreement was valid, binding and subsisting and therefore Pramod Naik had to perform all the terms, conditions and obligations in the manner mentioned in the Pramod Naik Facilitation Agreement.
15. By and under a Deed of Confirmation dated 3rd March 2016 executed by and between Surana (therein referred to as "the Firm") of the First Part and Surendra Surana (therein referred to as "Surendra Surana") of the Second Part, the parties thereto confirmed that Surendra Surana Facilitation Agreement was valid, binding and subsisting and therefore Surendra Surana has to perform all the terms, conditions and obligations in the manner mentioned in the Surendra Surana Facilitation Agreement.

F. Approvals

1. The development of the said Land is being undertaken as a statutory scheme under the provisions of the Regulation 33(10) of the DCR.
2. The Additional Collector, Mumbai by and under its letter dated 10th May 2010 addressed to the CEO, forwarded, inter alia, (1) Annexure II dated 3rd May 2010, (2) plan of the said Land and (3) biometric and computerized survey CD to the CEO. The Deputy Collector, Dharavi Branch by and under its letter dated 3rd May 2010 forwarded to the Additional Collector, Mumbai, forwarded a copy of the Annexure II ("**Annexure II**"). The following points, *inter-alia*, have been stated in the Annexure II:
 - (i) Surana Realty was mentioned as the developer of the said Land. We have been informed that the name of Surana being M/s. Surana Constructions (Wadala) was incorrectly mentioned as Surana Realty.



- (ii) Cadastral Survey numbers forming a part of the scheme were 195 (P), 196 (P), 197 (P), 200 (P), 1/204, 205 (P) and 207(P) of Salt Pan Division, Antop Hill, Wadala (East).
- (iii) The area of the said Land was recorded as 7689.10 square metres;
- (iv) Government was the owner of the said Land;
- (v) The said Land was not affected by Coastal Regulation Zone;
- (vi) The said Land fell within I-3 zone;
- (vii) Summary:

Name of the Society	: Anand Nagar SRA, CHS (Proposed)
Residential	: 441
Non-residential	: 21
Residential-cum-Non-residential	: 2
Total	: 464
Eligible	: 131
Not Eligible	: 64
Not decided	: 269

- (viii) Out of total 131 eligible slum dwellers on the said Land, 120 slum dwellers had given their written consents for the redevelopment of the said Property. Consents from 91.60% of the eligible slum dwellers had therefore been obtained.
3. The Deputy Collector issued a certificate dated 3rd May 2010 pursuant to the survey conducted by the Deputy Collector on the said Land, certifying the Annexure II.
4. The Additional Collector, Dharavi Branch issued a letter dated 25th October 2010 in favour of Additional Collector, Mumbai together with a supplemental/ amended Annexure II wherein it stated that pursuant to the investigation regarding the eligibility of the 269 slum dwellers 97 slum dwellers had been accorded eligibility. The Deputy Collector, Dharavi Branch by and under its letter dated 26th October 2010 forwarded to the Additional Collector, Mumbai, a copy of the Annexure II ("**Amended Annexure II**"). The following points, *inter-alia*, have been stated in the Amended Annexure II:
- (i) Surana was mentioned as the Developer of the said Land.

(ii) Summary:

Residential	: 249
Non-residential	: 9
Residential-cum-Non-residential	: 2
Eligible	: 252
Not Eligible	: 18

5. By and under the First LOI dated 31st January 2011 SRA accorded its in-principal approval unto Surana whereby to undertake a Slum Rehabilitation Scheme on the said Land with FSI of 3.12 out of which FSI of 3.00 was allowed to be consumed on the said Land.
6. By and under the Revised LOI dated 22nd October, 2014 bearing No. SRA/ENG/2290/FN/STGL/LOI issued by the SRA, the SRA has accorded rights unto Surana to undertake a Slum Rehabilitation Scheme on the said Land with FSI of 2.05 for the slum plot (admeasuring 8099.48 square metres) in accordance with the provisions of Appendix – IV of Regulation 33(10) of the amended DCR in the manner and subject to the terms and conditions mentioned therein. Under the said LOI the rehabilitation component to be undertaken is 11299.54 square meters for rehabilitation of 138 (one hundred thirty eight) slum dwellers and the free sale component permitted to be undertaken is 8474.655 square meters. The said LOI provides that an area admeasuring 2590 square metres was to be deducted as road set back area and reservation if any on the said Land. The said LOI supersedes the First LOI. As per the LOI the number of slum dwellers to be re-accommodated is as follows:

Structure	No.
Rehab Residential	133
Rehab commercial	5
Balwadi	3
Welfare Ceter	3
Society Office	2
Total	146

The Revised LOI further records:

- (i) The total number of PAPs- 139;
- (ii) The Revised LOI reflects that the owner of the said Land is the State Government and as per the D.P. Remarks dated 8th July 2013 bearing No. CHE/835/DP City/F/N the said Land is



affected by 27.41 meters and 18.30 meters wide D.P. Road and the slum rehabilitation scheme falls under "Residential and Special Industrial Zone";

7. By a letter dated 26th June 2013 addressed by Government of Maharashtra (Environment Department) to the Firm, the Government of Maharashtra (Environment Department) granted environmental clearance to the development of the said Land under the slum rehabilitation scheme subject to the implementation of the terms and conditions mentioned therein.
8. The SRA issued an intimation of approval dated 11th November 2011 bearing reference No. SRA/Eng/2714/F-N/STGL/AP to Surana for Rehab Building No. 1 subject to the conditions mentioned therein ("**the IOA**").
9. The SRA issued a revised intimation of approval dated 22nd October 2014 bearing reference No. SRA/Eng/2714/F-N/STGL/AP to Shree Associates whereby it approved the amended plans for Rehab Building No. 1 subject to the conditions mentioned therein ("**the Revised IOA**").
10. The SRA granted a commencement certificate dated 3rd February 2015 for Rehab Building No. 1 in favour of Surana, for work upto plinth level.

G. Demarcation

The Superintendent Mumbai City Survey and Land Records addressed a letter dated 3rd October 2013 ("**the said Letter**") by to the Deputy Chief, SRA informing the Deputy Chief, SRA that while confirming the measurement of the said Land and after making compliance as per the record the property bearing Survey Nos. 195 (P), 196 (P), 197 (P), 198 (P), 200 (P), 1/204 (P), 207 (P) have been mentioned in the First LOI. The said Letter recorded that when the measurement plan was confirmed on the basis of the record, the following survey numbers are found to be a part of the scheme and its details as per the area have been shown as under:

Sr. No.	Survey No.	Area (Square Meters)
1.	195(P)	2498.80
2.	196	118.73
3.	197(P)	273.75
4.	200	133.78
5.	201(P)	463.30

6.	1/204(P)	1030.30
7.	2/204(P)	534.80
8.	205(P)	941.12
9.	207(P)	2104.90
Total Area		8099.48

The said Letter further recorded that the First LOI incorrectly mentioned Survey No. 198 (part) as a part of the Scheme and similarly the First LOI did not mention Survey Nos. 201 (part), 2/204 (part), 205 (part) to be a part of the Scheme.

H. Constitution of Surana

1. By and under a Deed of Partnership dated 11th July 2006 executed by and between Surendra Surana (therein referred to as the party of the first part), Gaurav Surana (therein referred to as the party of the second part), Saurabh Surana (therein referred to as the party of the third part) and Pramod Naik (therein referred to as the party of the fourth part), the parties thereto agreed to carry on business in a partnership under the name and style of M/s. Surana Construction (Wadala) and recorded the terms and conditions regarding the same with effect from 11th July 2006. It has been declared in the Declaration the business of Surana commenced from 11th July 2006.
2. By and under another Deed of Partnership dated 11th August 2009 executed by and between Surendra Surana (therein referred to as the party of the first part), Gaurav Surana (therein referred to as the party of the second part), Saurabh Surana (therein referred to as the party of the third part) and Pramod Naik (therein referred to as the party of the fourth part), the parties thereto recorded that the business of the firm shall be developing and construction of, inter alia, the said Land and it was mentioned that the business of the Firm in terms of this deed of partnership commenced from 11th August 2009.
3. It has also been declared in the Declaration that the original of the Deed of Partnership dated 11th July, 2006 is lost and misplaced and that Surana had not submitted the original of the Deed of Partnership dated 11th July, 2006 to any person/party and/or bank/financial institution for the purpose of raising loan or for any other reason whatsoever.
4. Surana has declared in the Declaration that Surana was constituted on 11th July 2006 by and under the partnership deed dated 11th July 2006 and it accordingly commenced its business from 11th July 2006.

5. Surana has been registered under the provisions of the Indian Partnership Act, 1932 bearing Registration No. BA 101442 and a Registration Certificate dated 25th September 2009 has been issued in this regard by the Registrar/Assistant Registrar of Firms Bombay.
6. By and under a Deed of Reconstitution dated 18th November 2009 executed by and between Surendra Surana (therein referred to as the party of the first part), Gaurav Surana (therein referred to as the party of the second part), Saurabh Surana (therein referred to as the party of the third part) and Pramod Naik (therein referred to as the party of the fourth part), Gaurav Surana retired Surana with effect from 16th November 2009.
7. By and under a Deed of Reconstitution executed in April 2010 executed by and between Surendra Surana (therein referred to as continuing partner), Saurabh Surana (therein referred to as continuing partner), Pramod Naik (therein referred to as continuing partner), Deepak K. Sawant (therein referred to as newly admitted partner) and Ashok J. Kothari (therein referred to as newly admitted partner), Pramod Naik and Deepak K. Sawant were admitted as partners in Surana with effect from 2nd April 2010.
8. By and under a Deed of Retirement dated 30th September 2015 executed by and between Surendrakumar Surana (therein referred to as the "Continuing Partner"), Pramod M. Naik (therein referred to as the "Continuing Partner"), Saurabh Surana (therein referred to as "Retiring Partner"), Deepak K. Sawant (therein referred to as "Retiring Partner") and Ashok J. Kothari (therein referred to as "Retiring Partner"), Saurabh Surana, Deepak K. Sawant and Ashok J. Kothari retired as partners to Surana with effect from 30th September 2015.
9. By and under a Deed of Admission-cum-reconstitution dated 5th November 2015 ("**Deed of Admission-cum-reconstitution**") executed by and between Surendrakumar Surana (therein referred to as the "Continuing Partner No. 1") of the First Part, Pramod M. Naik (therein referred to as the "Continuing Partner No. 2") of the Second Part, Omkar (therein referred to as "Incoming Partner No. 1") of the Third Part, and Anatomy (therein referred to as "Incoming Partner No. 2") of the Fourth Part, Omkar and Anatomy were admitted as partners to Surana with effect from 5th November 2015.
10. By and under a Deed of Retirement dated 6th November 2015 executed by and between Surendrakumar Surana (therein referred to as the "Retiring Partner No. 1") of the First Part, Pramod M. Naik (therein referred to as the "Retiring Partner No. 2") of the Second Part, Omkar (therein referred to as "Continuing Partner No. 1") of the Third Part, and Anatomy (therein referred to as

"Continuing Partner No. 2") of the Fourth Part, Surendrakumar Surana and Pramod Naik retired as partners to Surana with effect from 6th November 2015.

11. By and under a Deed of Cancellation dated 16th February 2016 executed by and between Surendra Surana (therein referred to as "Surendra") of the First Part, Pramod Naik (therein referred to as "Pramod") of the Second Part, Omkar (therein referred to as "Omkar") of the Third Part and Anatomy (therein referred to as "Anatomy") of the Fourth Part, the Deed of Admission-cum-reconstitution dated 5th November 2015 was terminated.
12. It has been declared in the Declaration that upon the termination of the Deed of Admission-cum-reconstitution dated 5th November 2015, the Deed of Retirement dated 6th November 2015 stood cancelled automatically and was not given effect to and that the parties thereto are in the process of formally confirming the termination and cancellation of the Deed of Retirement dated 6th November 2015.
13. By and under another Deed of Admission-cum-Reconstitution dated 25th February 2016 executed by and between Surendra Surana (therein referred to as "the Continuing Partner No. 1") of the First Part, Pramod Naik (therein referred to as "the Continuing Partner No. 2") of the Second Part, Omkar (therein referred to as "Incoming Partner No. 1") of the Third Part and Anatomy (therein referred to as "Incoming Partner No. 2") of the Fourth Part, Omkar and Anatomy were admitted as partners to Surana with effect from 6th November 2015.
14. By and under a Deed of Retirement dated 26th February 2016 executed by and between Surendrakumar Surana (therein referred to as the "Retiring Partner No. 1") of the First Part, Pramod M. Naik (therein referred to as the "Retiring Partner No. 2") of the Second Part, Omkar (therein referred to as "Continuing Partner No. 1") of the Third Part, and Anatomy (therein referred to as "Continuing Partner No. 2") of the Fourth Part, Surendrakumar Surana and Pramod Naik retired as partners from Surana with effect from 7th November 2015.
15. By and under a Supplemental Deed dated 27th February 2016 executed by and between Surendrakumar Surana (therein referred to as the "Retiring Partner No. 1") of the First Part, Pramod M. Naik (therein referred to as the "Retiring Partner No. 2") of the Second Part, Omkar (therein referred to as "Continuing Partner No. 1") of the Third Part, and Anatomy (therein referred to as "Continuing Partner No. 2") of the Fourth Part, the Retiring Partner No. 1 and Retiring Partner No. 2 gave certain declarations and undertaking in favour of Omkar and Anatomy with respect to the said Property and the Scheme and stated that they have no right, title or interest of any nature whatsoever

in the said Property or the Scheme and that all assets of Surana including the said Property and the Scheme shall vest in Omkar and Anatomy.

16. By and under a Supplemental Deed of Partnership dated 8th March 2016 executed by Omkar (therein referred to as "Omkar") of the First Part and Anatomy (therein referred to as "Anatomy") of the Other Part; it was recorded that the present name of Surana is "M/s. Surana Constructions (Wadala)" however, the partners desire to change the name to "Surana Developers (Wadala)" with effect from 8th March 2016 and that the Deed of Admission-cum-Reconstitution dated 25th February 2016 and Deed of Retirement dated 26th February 2016 stood modified to that extent.
17. Surana has also made an application dated 16th March, 2016 under the Limited Liability Partnership Act, 2008 read with Rules thereunder for the conversion of Surana into Limited Liability Partnership under the name of Surana Developers (Wadala) LLP. This application is still pending.

I. Revenue Records

Property Register Cards

We have examined copies of the Property Register Cards with respect to the said Land and the same reflect as follows:

(i) C.S. No. 195

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 15,674.04 square metres. The column for the 'mode of acquisition by the present owner' in the Property Register Card mentions that C.S. No. 195 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 25th September 1965.

(ii) C.S. No. 196

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 118.73 square metres. The column for the 'mode of acquisition by the present owner' in the Property Register Card mentions that C.S. No. 196 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 22nd March 1965.

(iii) C.S. No. 197

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 456.52 square metres. The column for the 'mode of acquisition by the present owner' in the Property

Register Card mentions that C.S. No. 197 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 22nd March 1965.

(iv) **C.S. No. 200**

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 133.78 square metres. The column for the 'mode of acquisition by the present owner' in the Property Register Card mentions that C.S. No. 200 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 10th September 1965.

(v) **C.S. No. 201**

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 133.78 square metres. The column for the 'mode of acquisition by the present owner' in the Property Register Card mentions that C.S. No. 200 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 22nd March 1965.

(vi) **C.S. No. 1/204**

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 1783.46 square metres. The column for the 'mode of acquisition by the present owner' in the Property Register Card mentions that C.S. No. 1/204 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 10th September 1965.

(vii) **C.S. No. 2/204**

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 1605.37 square metres. The column for the 'mode of acquisition by the present owner' in the Property Register Card mentions that C.S. No. 2/204 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 10th January 1965.

(viii) **C.S. No. 205**

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 1257.54 square metres. The column for the 'mode of acquisition by the present owner' in the Property Register Card mentions that C.S. No. 205 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 10th September 1965.

(ix) **C.S. No. 207**

Governor of Maharashtra is recorded as the owner of the land. The area is mentioned as 3305.21 square metres. The column for the 'mode of acquisition by the present owner' in the Property

Register Card mentions that C.S. No. 207 was acquired for the Wadala Chembur Reclamation Scheme by the Governor of Maharashtra on 10th September 1965.

J. Development Plan Remarks

We have examined the Sanctioned Revised Development Plan Remarks dated 27th November 2014 bearing No. CHE/688/DP City/F/N issued by MCGM for all those pieces and parcels of land bearing C.S. Nos. 195, 196, 197, 198, 200, 201, 1/204, 2/204, 204, 205 and 207 ("**Larger Land**") of the Salt Pan Division which includes the said Land. As per the D.P. Remark the Larger Land mentioned therein is categorized as a Residential and Special Industrial Zone and is affected by D.P. Road of 18.30 meters, 27.41 meters and 36.58 meters.

K. Public Notice

On the basis of the said Public Notices issued by us an objection was received by us on 2nd January 2016 by the Advocates of M/s. Ajanta Infrastructure Limited ("**Ajanta**") which stated that by and under a deed of cancellation dated 9th November 2015 executed by and between our client and Ajanta, our client had agreed to refund an amount of Rs. 8,44,50,000 (rupees eight crores forty four lakhs fifty thousand only) towards the full and final settlement under the deed of cancellation ("**the said Amount**") and that despite repeated persuasion our client has not paid the said Amount. We have been informed by Surana that no Deed of Cancellation has been executed between Surana and Ajanta and the said Amount has not been paid.

L. Searches at the Sub-Registrar of Assurances:

We have conducted searches at the office of the Sub-registrar of Assurances and the documents referred to in Annexure "**B**".

M. Searches at the Registrar of Firms:

We have conducted searches at the office of the Registrar of Firms. As per the search report Mrs Surendra Kumar Sampatrai Surana, Mr. Vinod Premchand Surana and Mr. Pramod Madhukar Naik are the partners. Surana has declared that while Mrs Surendra Kumar Sampatrai Surana, Mr. Vinod Premchand Surana and Mr. Pramod Madhukar Naik are reflected as partners of Surana. However, Omkar and Anatomy are the current partners of Surana. Necessary applications need to be made to update the records of the Registrar of Firms to ensure that Omkar and Anatomy are registered as partners of the Firm.

N. Site Status:

We have been informed by Surana that:

- (i) A portion of the said Land has been vacated. Approximately 250 slum dwellers have vacated their respective premises.
- (ii) The portion of the said Land under the high tension line and road reservation, where no construction proposed is yet to be vacated.

O. Architect Certificate

The Architect Certificate, inter alia, certifies as follows: -

1. That the following documents found registered with the office of the sub-registrar of assurances do not pertain to the said Land:
 - (i) Lease Deed dated 7th July 1973 executed by the Government in favour of Mithanagar Kamgar Sahakari Sangha Limited and registered under Serial No. 2454 of 1973 with respect to C.S. No. 196;
 - (ii) Joint venture agreement dated 12th September 2013 executed between M/s. Surana Constructions and M/s. Lotus Realty and registered under serial No. 8635 of 2013 with respect to C.S. Nos. 192, 194 and 195;
 - (iii) Affidavit dated 11th February 2015 executed by M/s. Lotus Realty and registered under serial No. 1498 of 2015 with respect to C.S. Nos. 192 (part), 194 (part) and 195(part);s
 - (iv) Deed of Assignment dated 17th July 2015 executed between Diamond Developers and Shantilala Sanghavi Foundation and registered under serial No. 2413 of 2015 with respect to C.S. Nos. 3/207 (part) and 4/207(part);
 - (v) Irrevocable Power of Attorney dated 17th July 2015 executed between Diamond Developers in favour of Shantilala Sanghavi Foundation and registered under serial No. 2415 of 2015 with respect to C.S. Nos. 3/207 (part); and
 - (vi) Indemnity Bond dated 17th July 2015 executed between Diamond Developers in favour of

Shantilala Sanghavi Foundation and registered under serial No. 2414 of 2015 with respect to C.S. Nos. 3/207 (part).

2. The total area of the said Land along with break up is as follows:

Sr. No.	Survey No.	Area (Square Meters)
3.	195(P)	2498.80
4.	196	118.73
5.	197(P)	273.75
6.	200	133.78
7.	201(P)	463.30
8.	1/204(P)	1030.30
9.	2/204(P)	534.80
10.	205(P)	941.12
11.	207(P)	2104.90
Total Area		8099.48

12. Other that as set out in the Revised LOI, the said Land is not affected by any other reservation.

P. Mortgage

Surana has declared in the Declaration that there are no mortgages, charges, encumbrances or liens affecting the said Land or any part thereof or the structures to be constructed thereon or the free sale component or the rights of the Surana in the said Land or the scheme or any part thereof.

Q. Conclusion:

Subject to what is mentioned hereinabove, we are of the opinion that Surana is entitled to develop the said Land by implementing the slum rehabilitation scheme thereon subject to the following:

- (a) the terms and conditions of the LOI and the other approvals;
- (b) obtainment of all the statutory permissions and approvals for the development of the said Land;

- (c) due compliance with the provisions of applicable law including Regulation 33(10) of the DCR and the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971; and
- (d) due compliance with the undertakings, declarations and affidavits submitted and to be submitted to the concerned authorities from time to time.

Schedule of the said Land

All those pieces and parcels of land admeasuring 8099.48 square meters or thereabouts bearing Cadastral Survey Nos. 195 (P), 196 P), 197 (P), 200 (P), 201(P), 1/204, 2/204, 205 (P) and 207(P) of Salt Pan Division, Antop Hill, Wadala (East), Mumbai- 400 037 in the registration District and Sub-District of Bombay City and Bombay Suburban bounded as follows:

- On the North: Slum on C.S. No. 194(P), 195(P) of Salt Pan Division, Antop Hill, Wadala (East), Mumbai – 400 037;
- On the East: Road on C.S. No. 1/6 of Salt Pan Division, Antop Hill, Wadala (East) Mumbai – 400 037;
- On the South: Slum on C.S. No. 3/207 (P) of Salt Pan Division, Antop Hill, Wadala (East), Mumbai – 400 037;
- On the West: Slum on C.S. No. 195(P), 197(P), 201(P), 202, 204(P), 1/204(P), 205(P), 207(P) of Salt Pan Division, Antop Hill, Wadala (East), Mumbai – 400 037;

Dated this 5th day of May 2016

For Wadia Ghandy & Co.


Partner

Annexure "A"

List of original title deeds perused:

1. Deed of Retirement dated 30th September 2015 executed by and between Surendrakumar Surana (therein referred to as the "Continuing Partner"), Pramod M. Naik (therein referred to as the "Continuing Partner"), Saurabh Surana (therein referred to as "Retiring Partner"), Deepak K. Sawant (therein referred to as "Retiring Partner") and Ashok J. Kothari (therein referred to as "Retiring Partner").
2. Facilitation Agreement dated 7th November 2015 executed by and between Surana (therein referred to as "the Firm") of the First Part and Pramod Naik (therein referred to as "the Facilitator") of the Second Part.
3. Power of Attorney dated 5th December 2015 executed by Surendra Surana, Pramod Naik, Saurabh Surana, Deepak K. Sawant, Ashok J. Kothari and Gaurav Surana.
4. Deed of Cancellation dated 16th February 2016 executed by and between Surendra Surana (therein referred to as "Surendra") of the First Part, Pramod Naik (therein referred to as "Pramod") of the Second Part, Omkar (therein referred to as "Omkar") of the Third Part and Anatomy (therein referred to as "Anatomy") of the Fourth Part.
5. Deed of Admission-cum-Reconstitution dated 25th February 2016 executed by and between Surendra Surana (therein referred to as "the Continuing Partner No. 1") of the First Part, Pramod Naik (therein referred to as "the Continuing Partner No. 2") of the Second Part, Omkar (therein referred to as "Incoming Partner No. 1") of the Third Part and Anatomy (therein referred to as "Incoming Partner No. 2") of the Fourth Part.
6. Deed of Retirement dated 26th February 2016 executed by and between Surendrakumar Surana (therein referred to as the "Retiring Partner No. 1") of the First Part, Pramod M. Naik (therein referred to as the "Retiring Partner No. 2") of the Second Part, Omkar (therein referred to as "Continuing Partner No. 1") of the Third Part, and Anatomy (therein referred to as "Continuing Partner No. 2") of the Fourth Part.
7. Supplemental Deed dated 27th February 2016 executed by and between Surendrakumar Surana (therein referred to as the "Retiring Partner No. 1") of the First Part, Pramod M. Naik (therein referred to as the "Retiring Partner No. 2") of the Second Part, Omkar (therein referred to as "Continuing Partner No. 1") of the Third Part, and Anatomy (therein referred to as "Continuing Partner No. 2") of the Fourth Part.
8. Deed of Confirmation dated 3rd March 2016 executed by and between Surana (therein referred to as "the Firm") of the First Part and Pramod Naik (therein referred to as "Pramod Naik") of the Second Part.

9. Deed of Confirmation dated 3rd March 2016 executed by and between Surana (therein referred to as "the Firm") of the First Part and Surendra Surana (therein referred to as "Surendra Surana") of the Second Part.
10. Supplemental Deed of Partnership dated 8th March 2016 executed by Omkar (therein referred to as "Omkar") of the First Part and Anatomy (therein referred to as "Anatomy") of the Other Part.
11. Deed of Reconstitution dated 18th November 2009 executed by and between Surendra Surana (therein referred to as the party of the first part), Gaurav Surana (therein referred to as the party of the second part), Saurabh Surana (therein referred to as the party of the third part) and Pramon Naik (therein referred to as the party of the fourth part).



Annexure "B"

List of documents reflected in the search report prepared on the basis of the searches conducted before the Sub-Registrar of Assurances:

1. Indenture dated 1st May 1951 executed by and between Lady Navajbai Ratanji Tata and others (therein referred to as "New Trustees") and Bomanji Piroshaw Sett (therein referred to as the New Trustee) and registered under Serial No. 2869 of 1951 with respect to C.S. No. 195;
2. Deed of Conveyance dated 10th November 1954 executed by Girdharlala Prabhudas Parekh and Dominic Jujia Fernandes alias Dominic Joseph Fernandes and others and registered under Serial No. 7090 of 1954 with respect to C.S. Nos. 207, 206, 2/207 and 208;
3. Gift Deed dated 8th October 1958 executed between Suzan Francis Fernandes in favour of Patrick Anthony Farro and registered under Serial No. 7042 of 1958 with respect to C.S. No. 201;
4. Lease Deed dated 7th July 1973 executed by the Government in favour of Mithanagar Kamgar Sahakari Sangha Limited and registered under Serial No. 2454 of 1973 with respect to C.S. No. 196;
5. Joint venture agreement dated 12th September 2013 executed between M/s. Surana Constructions and M/s. Lotus Realty and registered under serial No. 8635 of 2013 with respect to C.S. Nos. 192, 194 and 195;
6. Affidavit dated 11th February 2015 executed by M/s. Lotus Realty and registered under serial No. 1498 of 2015 with respect to C.S. Nos. 192 (part), 194 (part) and 195(part);
7. Deed of Assignment dated 17th July 2015 executed between Diamond Developers and Shantilala Sanghavi Foundation and registered under serial No. 2413 of 2015 with respect to C.S. Nos. 3/207 (part) and 4/207(part);
8. Power of Attorney dated 17th July 2015 executed between Diamond Developers in favour of Shantilala Sanghavi Foundation and registered under serial No. 2415 of 2015 with respect to C.S. Nos. 3/207 (part); and
9. Indemnity Bond dated 17th July 2015 executed between Diamond Developers in favour of Shantilala Sanghavi Foundation and registered under serial No. 2414 of 2015 with respect to C.S. Nos. 3/207 (part).

