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ADVOCATES & SOLICITORS

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Date: 3rd July, 2015

To:

Messrs MKY Infrastructure,
1205, Panchratna,
Opera House,
Mumbai-400 004

Dear Sirs:

In accordance with your instructions, we have investigated the title of Dhanji Naran Patel ("Owner") to all those pieces or parcels of agricultural land bearing Survey No. 108/2, 108/3 and 108/4 admeasuring approximately 460 square meters, 4140 square meters and 1240 square meters respectively and more particularly **Firstly** described in the Schedule hereunder written (the "Land") and the title of the Owner and Lalji Raghavji Patel (Ravaria) ("Co-Owner") to all that the piece or parcel of agricultural land bearing Survey No.177/4 admeasuring approximately 500 square meters and more particularly **Secondly** described in the Schedule hereunder written (the "adjacent Portion") by, inter alia, perusing and considering copies of the title-deeds, land revenue records, Mutation Entries, Pherphar Utaras, 6/12 & 7/12 Extracts, Pik Pani Utaras, Search Report of Mr. Suraj Jain, Advocate and Extracts from Index II in respect of the various Deeds of Conveyance in favour of the Owner and Co-Owner including the Order dated 19th December, 2013 passed by the Court of Hon'ble Civil Judge at Bhiwandi recording the withdrawal of the Suit no. 1051 of 2012, filed by Vilas Macchindra Musle against Rekhaben and the Owner. We also published the usual Public Notice in the local newspapers in response to which we have not received any claim from anybody.

(1). The Owner became absolutely seized and possessed of the Land by virtue of the undermentioned Deeds of Conveyance viz:



(a) **Deed of Conveyance** dated 30th November, 1992 made by and between (i) Vithabai Bhaskar Choudhry (ii) Naresh Bhaskar Choudhry (iii) Nirmala Pandharinath Patil (iv) Meena Bhaskar Choudhary alias Meena Ramesh Patil (v) Ratna Bhaskar Choudhary and (vi) Vijaya Bhaskar Choudhry alias Vijaya Janardan Patil collectively as Vendors of the one part and (1) Pandurang Narayan Patil and (2) Vikas Pandurang Patil as Purchasers of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under serial No.3382 of 1993 on 16th December, 1993 by which the said Vendors sold, granted and conveyed and the Purchasers purchased the above land bearing Survey No.108/4 admeasuring 1240 square meters at or for the purchase price therein mentioned.

(b) **Deed of Conveyance** dated 8th January, 1997 made by and between the said Pandurang Narayan Patil and another as Vendors of the one part and one Mohan M. Maccha ("Maccha") as Purchaser of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under serial No.145 of 1997 on 8th January, 1997 by which the said Pandurang Narayan Patil and Vikas Pandurang Patil sold, granted and conveyed the land bearing Survey No.108/4 admeasuring 1240 square meters to Maccha at or for the consideration therein mentioned.

(c) **Deed of Conveyance** dated 20th March, 1997 made by and between Maccha as Vendor of the one part and Smt. Rekhaben Jayendrakumar Shah ("Rekhaben") as Purchaser of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under serial No.1378 of 1997 on 20th March, 1997 by which the said Maccha sold, granted and conveyed and Rekhaben purchased the land bearing Survey No.108/4 admeasuring 1240 square meters at or for the purchase price therein mentioned.

(d) **Deed of Conveyance** dated 29th February, 2012 made by and between the said Rekhaben as Vendor of the one part and the Owner herein as Purchaser of the other part, registered with the Office of the Sub-

Registrar of Assurances at Bhiwandi under Serial No.BVD1-1793/2012 by which the said Vendor sold, granted and conveyed the said land bearing Survey No. 108/4 admeasuring 1240 square meters to the Owner and the Owner has purchased the same at or for the consideration therein mentioned.

(e) Deed of Conveyance dated 18th June, 1993 made by and between Pandurang Narayan Patil as Vendor of the one part and Jayendrakumar Velji Shah ("Jayendrakumar") as Purchaser of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under Serial No.1433 of 1993 the said Vendor sold, granted and conveyed to the Purchaser the land bearing Survey No. 108/3 (part) admeasuring 0 Hectare 20 Aar 7 Prati equivalent to 2070 square meters at or for the consideration therein mentioned.

(f) Deed of Conveyance dated 29th February, 2012 made by and between the said Jayendrakumar as Vendor of the one part and Dhanji Naran Patel as Purchaser of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under serial No. 1795 of 2012 by which Jayendrakumar sold, granted and conveyed and the Owner purchased the agricultural land bearing Survey No. 108/3 (part) admeasuring 0 Hectare 20 Aar 7 Prati equivalent to 2070 square meters at or for the consideration therein mentioned.

(g) Deed of Conveyance dated 18th June, 1993 made by and between Pandurang Narayan Patil as Vendor of the one part and Rekhaben Jayendrakumar Shah ("Rekhaben") as Purchaser of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under Serial No. 1479 of 1993 the said Vendor sold, granted and conveyed to the Purchaser the agricultural land bearing Survey No. 108/3 (part) admeasuring 0 Hectare 20 Aar 7 Prati equivalent to 2070 square meters at or for the consideration therein mentioned.



(h) **Deed of Conveyance** dated 29th February, 2012 made by and between the said Smt. Rekhaben as Vendor of the one part and Dhanji Naran Patel being the Owner as Purchaser of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under serial No.1794 of 2012 by which the said Rekhaben sold, granted and conveyed and the Owner purchased the agricultural land bearing Survey No. 108/3 (part) admeasuring 0 Hectare 20 Aar 7 Prati equivalent to 2070 square meters at or for the consideration therein mentioned.

(i) **Deed of Conveyance** dated the 27th March, 2014 made by and between (1) Jayant alias Jaywant Divdya Mali, (2) Vithal alias Vishnu Divdya Mali, (3) Sunandabai Divdya Mali, (4) Kashibai Ziparya Mali, (5) Janakibai Mahadu Mali alias Jankibai Tukaram Gaikwad, (6) Shantabai Shankar Mali, (7) Sulochana Jayant Patil, (8) Tanuji Tanaji Chowdhary and (9) Tushar Shankar Mali as Vendors of the one part and Owner as Purchaser of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under Serial No.BVD1-2770/2014 by which the said Vendors sold and conveyed to the Owner the Land bearing Survey No.108/2 admeasuring 460 square meters, for the consideration therein mentioned.

(2). The Owner & Co-Owner became seized and possessed of the adjacent portion by virtue of the undermentioned documents, viz:

(a) **Deed of Release** dated 21st July, 2010 made by and between (1) Jaymala Anant Patil (2) Sunandabai Anant Patil and (3) Suchitra alias Sulochana Anant Patil (daughters of late Anant Rama Patil defined hereunder) as Releasers of the one part and (1) Jairaj Anant Patil (2) Ajay Anant Patil (3) Jaydeep Anant Patil, (4) Jitendra Anant Patil and (5) Nandkishore Anant Patil (sons of late Anant Rama Patil defined hereunder) as Releasees of the other part, registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-1 5339 of 2010 (the "Deed of Release") by which the said Releasers released their undivided share, right, title and interest in the land bearing Survey No. 177/4 admeasuring 500 square meters unto the Releasees without any



monetary consideration. Originally one Shri Anant Rama Patil (the "Deceased") was the protected tenant in respect of land bearing Survey No. 177/4. He died intestate on 6th February, 1986 leaving behind him 5 sons that is; the Releasees abovenamed and 3 daughters that is, the Releasors abovenamed as his only heirs and next-of-kin according to Hindu Succession Act, 1956 by which he was governed at the time of his death, and accordingly initially their names were entered in the 7/12 Extract as owners of the said land bearing Survey No. 177/4 admeasuring 500 square meters. After the execution and registration of the said Deed of Release by and between the Releasors and the Releasees, the names of the Releasors (daughters of the Deceased) were deleted and the names of the Releasees (sons of the Deceased) were reinstated as Owners of the said land bearing Survey No.177/4 admeasuring 500 square meters.

(b) **Deed of Conveyance** dated 4th July, 2014 made by and between (1) Jairaj Anant Patil (2) Ajay Anant Patil (3) Jaydeep Anant Patil, (4) Jitendra Anant Patil and (5) Nandkishore Anant Patil as Vendors of the one part and Owner & Co-Owner as Purchasers of the other part, registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under Serial No.BVD1-5355/2014 by which the said Vendors sold, granted and conveyed the land bearing Survey No.177/4 admeasuring 500 square meters to the Owner & Co-Owner as tenants-in-common in equal shares at or for the consideration therein mentioned.

(3). The Land and adjacent Portion are hereinafter wherever the context shall so require collectively referred to as the "Larger Land".

(4). Upon the application made by the Owner & Co-Owner, the Collector of Thane vide his Order bearing No.REV/DESK-1/TE-8/NAP/KAMATGHAR-BHIWANDI/SR-(18/2014) dated 23rd July, 2014 has granted Non-Agriculture permission in respect of the under mentioned Larger Land on the terms and conditions therein mentioned:

Sr.No.	Survey No.	Hissa No.	Area
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1	108	2	460 Square Meters
2	108	3 (Part)	2070 Square Meters
3	108	3 (Part)	2070 Square Meters
4	108	4	1240 Square Meters
5	177	4	500 Square Meters

(5). By a Development Agreement dated the 31st December, 2014 made by and between the Owner of the first part, Co-Owner as Confirming Party of the second part and yourselves as Developers of the third part, registered on 27th February, 2015 with the Office of the Sub-Registrar of Assurances at Bhiwandi under Sr.No.1527 of 2015 (the "Development Agreement") the Owner with the concurrence and confirmation of the Confirming Party has granted irrevocable development rights to you in respect of the Larger Land at or for the consideration and on the terms and conditions therein mentioned. Under the Development Agreement, the Developer has agreed to obtain all sanctions, approvals and permissions including I.O.Ds. and Commencement Certificates in respect of the buildings to be constructed on the Larger Land (except the 2 buildings in respect of which all approvals have been received including I.O.D. and Commencement Certificate) and to develop the Larger Land and construct buildings thereon in accordance with the sanctions and approvals including I.O.D. and Commencement Certificate already obtained in respect of the first two buildings and the sanctions, approvals and permissions to be obtained in respect of the remaining buildings. All costs, charges and expenses of obtaining the remaining sanctions, approvals and permissions including I.O.D. and Commencement Certificate and the development of the Larger Land and the construction of the buildings thereon including costs, charges and expenses of setting up the infrastructure and common amenities and facilities shall be borne and paid by the Developer as provided in the Development Agreement. The Owner and the Confirming Party have delivered to you the complete vacant and peaceful possession of the Larger Land with the irrevocable right and authority to you to implement the Scheme of Development as envisaged under the Development Agreement.



(6). By an Irrevocable Power of Attorney dated 27th February, 2015 executed by the Owner & Co-Owner in favour of yourselves (the "Power of Attorney") the Owner and the Co-Owner have authorised you to develop the **Larger Land** and conferred upon you the necessary powers and authorities in connection therewith. The said Power of Attorney has been registered with the Office of the Sub-Registrar of Assurances at Bhiwandi under Serial No.1528 of 2015.

(7). In the premises under and by virtue of the Deeds of Conveyance mentioned in paragraph 1 (a) to (i) hereinabove, the Owner became absolutely, solely and exclusively seized and possessed of or otherwise well and sufficiently entitled to the Land free from encumbrances. Likewise, under and by virtue of the Deed of Conveyance read with the Deed of Release mentioned in paragraph 2 (a) & (b) hereinabove, the Owner & Co-Owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to the **adjacent Portion** as tenants-in-common in equal share free from encumbrances.

Based on our aforesaid investigation, in our opinion, the title of the Owner to the Land described Firstly in the Schedule hereunder written and the title of the Owner & Co-Owner to the **adjacent Portion** more particularly described Secondly in the Schedule hereunder written is clear, marketable and free from encumbrances subject to the said Development Agreement. The Developer and the Owners have agreed as recorded in the hereinbefore recited Development Agreement to apportion the Flats and the Car-parking spaces in the ratio specified therein based on which the Owners will be entitled to deal with and/or dispose off and sell a total of 29 flats in the buildings to be constructed on the Larger Land under the Maharashtra Ownership of Flats Act, 1963 and to receive and appropriate the entire sale proceeds in respect thereof on his own account and for his own benefit. Accordingly, the Developer will be entitled to deal with and/or dispose off and/or sell a total of 97 flats in the buildings to be constructed on the Larger Land under the Maharashtra Ownership of Flats Act, 1963 and to receive and appropriate the entire sale proceeds in respect thereof on its own account and for its own benefit.

The Schedule Above Referred To

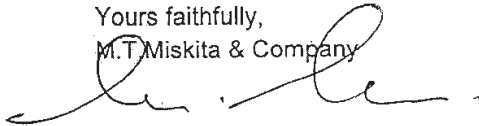


Firstly: All that piece or parcel of land bearing Survey No.108/2 admeasuring 460 square meters; Survey No.108/3 (part) admeasuring 2070 square meters; Survey No.108/3 (part) admeasuring 2070 square meters and Survey No.108/4 admeasuring 1240 square meters situate at Village Kamatghar, Taluka Bhiwandi, District Thane within the limits of Bhiwandi Nizamput City Municipal Corporation, Bhiwandi, Sub-Registration of Taluka Bhiwandi and Registrtration of District and Division Thane and bounded as per the Record of Rights of each survey number as under:

On or towards East	:	Survey No.110/3
On or towards West	:	Survey No.177/5
On or towards South	:	Survey No.108/5
On or towards North	:	Survey No.108/1

Secondly: Adjacent Portion of land bearing Survey No.177/4 admeasuring 500 square meters or thereabouts situate at Village Kamatghar, Taluka Bhiwandi, District Thane within the limits of Bhiwandi Nizamput City Municipal Corporation, Bhiwandi, Sub-Registration of Taluka Bhiwandi and Registration of District and Division Thane and bounded as per the Record of Rights.

Yours faithfully,
M.T.Miskita & Company



Partner