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Our Ref.: ACL/TL **/2011/**1198

REPORT ON TITLE

Re: **Investigation of Title in respect of immovable property Bearing Survey No.341 (part), CTS No.629 (part), Village Bandra-East, Taluka Andheri.**

Under instructions from Ackruti City Ltd. a Company Incorporated under the Companies Act, 1956 having their Registered Office at Ackruti Trade Centre, Road No.7, Marol MIDC, Andheri (E), Mumbai-400 093, we have carried out searches and investigation of title in respect of the abovementioned properties of the Company. A more particular description of the said properties are given in Schedule-I annexed hereto.

1. We have been given xerox copies of the documents, a list whereof is annexed as Schedule 'II' hereto.

2. We have caused searches to be carried out at the Offices of the Sub-Registrar of Assurances, Mumbai, Bandra & Andheri.

3. We had also on 19.3.2011 given Public Notice in the Free Press Journal and Navshkti calling upon any objections to the Title of Ackruti City Ltd. on the Property described in Schedule-I hereto. We have received absolutely no objections, pursuant to the above mentioned Public Notices.

4. We have perused all the documents submitted by the Company along-with relevant search reports and based on the above, the following are our observations on the title of the Company to the above mentioned immovable property.

I. The Additional Collector (Encroachment) Government of Maharashtra is the Owner of the Plot of Land admeasuring 9032.46 sq.mtrs. bearing Survey No.341 (part) , CTS No.629/1261, Village Bandra , Bandra – East, Taluka Andheri within the Registration District and Sub District of Mumbai City and Mumbai Suburban, also known as "Shastri Nagar" .

II. It appears that the said Shastri Nagar Land, was encroached upon by Slum Dwellers and was therefore declared as a Slum Area under the provisions of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as "The SRA Act")

III. It appears that the Slum Dwellers on the said Shastri Nagar Land had formed themselves into a Co-operative Housing Society in the name and style of "Shastri Nagar SRA Co-operative Housing Society Ltd. (proposed).

IV. It appears that the said Shastri Nagar SRA Co-operative Housing Society through its Chief Promoter Mr. Namdev Parshuram Gadkari and other Members of the Managing Committee, have entered into an Agreement dated 21.12.1993 with Ackruti Nirman Ltd. as the Developers and M/s. Consol Architects Pvt. Ltd. as the Co-ordinator. Under the said Agreement the Society have appointed Ackruti as the Developers for developing the property described in Schedule – I

hereto, under the SRA Act and Regulation 33 (10) of the Development Control Regulations 1991, whereby the Developer is required to construct and allot to the members of the Society. New Tenements in the Rehabilitation Building to be constructed on the said Property (Rehabilitation Component) and to use the balance potential of the Land including the balance FSI and permissible TDR for construction of Buildings for sale in the open market (Free Sale Component).

V. Accordingly, pursuant to the aforesaid Agreement dated 21.12.1993, the Developer Ackruti Nirman Ltd. submitted the proposal for Redevelopment of the Property described in Schedule–I hereto to the Slum Redevelopment Authority under the SRA Act, for grant of Development permission.

VI. The Slum Redevelopment Authority had issued the Letter of Intent (LOI) bearing No.SRA/ Eng/ 327/ HE/STGL/LOI dated 28.4.2005, granting permission to Ackruti Nirman Ltd. to carryout construction of the said Property on the terms and conditions specified under the said LOI dated 28.4.2005.

VII. The Slum Redevelopment Authority had thereafter issued a further Letter of Intent bearing No.SRA/Eng/327/HE/STGL/LOI dated 6.12.2010 modifying the terms and conditions laid down in the earlier LOI dated 28.4.2005.

VIII. As per the LOI dated 6.12.2010 Ackruti is required to construct Rehabilitation Buildings utilising 8636.06 sq.mtrs. FSI which would generate 11010.05 sq.mtrs. of FSI as Free Sale Component.

IX. As per the terms of the LOI dated 6.12.2010 upon completion of both the Rehabilitation Component and the Free Sale Component, the Government of Maharashtra shall execute in favour of Ackruti and /or its nominees a Deed of Lease in respect of the saleable built-up area and the Plot in respect thereof at a nominal rent of Rs.1001/- for 4000 sq.mtrs. of land.

X. Thereafter the name of Ackruti Nirman Ltd. has been changed to Ackruti City Ltd. and a fresh Certificate of Incorporation , has been obtained from the Registrar of Companies.

XI. Based on all the above observations we find that Ackruti City Ltd. has clear and proper legal rights to develop the Property Bearing Survey No.341 (part), CTS No.629 (part), Village Bandra-East, Taluka Andheri known as "Shastri Nagar".

XII. We have arranged to take search in the Office of the Sub Registrar of Assurance at Bombay, Bandra and Andheri and as per the search report the Property described in Schedule-I together with the Construction to be made thereon has been Mortgaged in favour of UCO Bank under a Registered Deed of Mortgage dated 23.9.2010, which is duly Registered with the Sub - Registrar of Assurance , Andheri -II under No.BDR-4-at 947/2010.

XIII. On perusal of the copy of the Term Loan Agreement dated 30.6.2010 between Ackruti City Ltd. and UCO Bank , it appears that the Bank has sanctioned to Ackruti City a term of Loan of Rs.400 Crores. Under the said Term Loan Agreement, Ackruti has agreed to create a Mortgage of the Property described in

Schedule-I hereto along with several other properties which have been mentioned in the Schedule to the said Term Loan Agreement, as and by way of security for due repayment of the said Term Loan of Rs.400 crores granted by UCO Bank.

XIV. Ackruti City Ltd. had therefore executed the Deed of Mortgage dated 23.9.2010, whereby the Property described in Schedule-I hereto has been duly mortgaged in favour of UCO Bank to secure the due repayment of the aforesaid Term Loan of Rs.400 Crores granted by UCO Bank.

XV. Based on the representations made by the Company and on perusal of the relevant documents submitted to us by the Company and also on perusal of the search report, we are of the opinion that the Title of Ackruti City Ltd. to the property bearing Survey No.341 (part), CTS No.629 (part), Village Bandra-East, Taluka Andheri is clear and marketable subject to the Mortgage of the said Property in favour of UCO Bank under the Registered Deed of Mortgage dated 23.9.2010.

Dated, this 11th day of April, 2011.

Yours truly,
For KUMANA & COMPANY

PROPRIETOR

SCHEDULE -I

Description of the Immovable Properties

All the piece or parcel of Lease Hold Land or ground admeasuring approximately about 9032.46 sq.mtrs. bearing Survey No.341 (part) , CTS No.629/1261, Village Bandra , Bandra –East, Taluka Andheri within the Registration District and Sub District of Mumbai City and Mumbai Suburban, also known as "Shastri Nagar" .

Dated this 11th day of April, 2011.

Yours truly,
For KUMANA & COMPANY

PROPRIETOR

SCHEDULE -II

List of Documents submitted to us by the Company

1. Xerox copy of Agreement dated 21.12.1993 between Shastri Nagar SRA Co-operative Housing Society Ltd. , Ackruti Nirman Ltd. and M/s. Consol Architects Pvt. Ltd.

2. Xerox copy of LOI bearing No.SRA/ Eng/ 327/ HE/STGL/LOI dated 28.4.2005 issued by Slum Rehabilitation Authority.

3. Xerox copy of LOI bearing No.SRA/ Eng/ 327/ HE/STGL/LOI dated 6.12.2010 issued by Slum Rehabilitation Authority.

4. Xerox copy of Mortgage Deed dated 23.9.2010 between Ackruti City Ltd. and UCO Bank.

5. Xerox copy of Term Loan Agreement dated 30.6.2010 between Ackruti City and UCO Bank.

Yours truly,
For KUMANA & COMPANY

PROPRIETOR