

To,

- M/s K. K. Realty
 Geeta Villa,
 6th Floor, 19, Perry Cross Road,
 Bandra (W),
 Mumbai- 400050
- 2. Mrs. Payal Kulchandani 1201, Lilian Apartments, Dr. Ambedkar Road, Union Park, Khar West, Mumbai - 400052

CERTIFICATE RELATING TO TITLE

Re.: ALL THAT piece and parcel of land situate, lying and being at Village Chembur, Taluka Kurla, in the registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing CTS Nos. 197, 197/1, 197/2, 197/3 and 197/4 admeasuring 636.2 sq. mtrs, 60.2 sq. mtrs, 47 sq. mtrs, 96.3 sq. mtrs and 53.4 sq. mtrs admeasuring in the aggregate 893.1 sq. mtrs (hereinafter referred to as "the said Land") together with a building constructed thereon having ground and 2 (two) upper floors, comprising of a total of 15 (fifteen) flats known as "Plot 151" and 2 (two) Parking Spaces bearing Nos. 1 and 2 and a Shed admeasuring 25 sq. ft (hereinafter referred to as "the said Building").

(The said Land and the said Building are hereinafter collectively referred to as the "said Property")

1. TITLE DOCUMENTS:

For the purpose of this certificate, we have perused the following documents (originals and/ or copies as stated below), and have relied upon the contents being true and correct:-

- (i) Photocopy of the Share Certificate No. 331 dated 18th May, 1962 issued in the favour of Mrs. Bhagwanti Fatehchand Vazirani for 5 shares bearing distinctive numbers from 1576 to 1580 (both inclusive) and now in duplicate share certificate No. 304.
- (ii) Photocopy of the Share Certificate No. 445 dated 21st September, 1962 issued in favour of Mrs. Ruki Harkishini Jagasia for 5 shares bearing distinctive numbers from 2101 to 2105 (both inclusive).

- (iii) Photocopy of the Share Certificate No. 446 dated 21st September, 1969 issued in favour of Mrs.Nimmi Vishindas Vazirani for 5 shares bearing distinctive numbers from 2111 to 2115 (both inclusive).
- (iv) Photocopy of the Death Certificate dated 7th January 2011 of Mrs. Bhagwanti Fatehchand Vaziraniissued by the Health Department, Municipal Corporation of Greater Mumbai bearing certificate no.755498886.
- (v) Photocopy of the Registered Deed of Release dated 11thApril, 2011 executed between Premchand Fatehchand Vazirani (therein referred to as "the Releasor") of the One Part in favour of Nimmi Vishindas Vazirani and the said Rukibai H. Jagasia (therein referred to as "the Releasees") of the Second Part and registered with the Sub-registrar of Assurances at Kurla No. 2, under Serial No. BDR-7/2684/2011.
- (vi) Photocopy of the Deed of Assignment dated 28th July 2011 executed between Mrs. Ruki Jagasia (therein referred to as the "the Assignor") of the First Part and KK Realty (therein referred to as "the Assignee") of the Second Part and registered with the Sub-registrar of Assurances at Kurla No. 2 under Serial No. BDR-7/5846/2011.
- (vii) Photocopy of the Registered Irrevocable Power of Attorney executed by Mrs. Ruki Harkishin Jagasia in the favour of KK Realty registered with the Sub-registrar of Assurances at Kurla No. 2, under Serial No. BDR- 0584 – 2011.
- (viii) Photocopy of the Irrevocable Power of Attorney dated 28th July 2011 executed by Mrs. Ruki Harikishin Jagasia in the favour of K.K. Realty registered with the Office of Sub Registrar of Assurances at Kurla No. 2 under Serial No. 5847 of 2011
- (ix) Photocopy of the Deed of Partnership dated 11 July 2011 executed between Karan Kulchandani (therein referred to as "Karan") and Malvika Vazirani (therein referred to as "Malvika").
- (x) Photocopy of the Deed of Partnership for Admission of New Partner dated 26
 October 2012 executed between Karan Kulchandani and Malvika Vazirani
 (therein referred to as "the Existing Partners") of the one part and Payal
 Kulchandani (therein referred to as "the Incoming Partners") of the other part.

- (xi) Photocopy of the Irrevocable Power of Attorney dated 21 November 2013 executed by Nimmi Vishindas Vazirani in favour of Karan Kulchandani.
- (xii) Photocopy of the Intimation of Disapproval (hereinafter referred to as the "I.O.D.") bearing no. CE/6742/BPES/AM dated19th March 2015.
- (xiii) Photocopy of the Special Power of Attorney dated 1 June 2015 registered with the Office of Sub – Registrar of Assurances at Andheri No. 2 under Serial No. 4122 of 2015 and executed by Nimmi Vishindas Vazirani in favour of Karan Kulchandani.
- (xiv) Photocopy of Commencement Certificate (C.C.) bearing no. CE/6742/ BPES/ AM dated10th November 2015.
- (xv) Photocopy of the approved CTS Plan dated 11 February 2011.
- (xvi) Photocopy Commencement Certificate bearing No. CHE/ES/1344/M/E/337 (NEW) dated 8 March 2017.
- (xvii) Photocopy of Property Register Card in respect of the said Land.
- (xviii) Photocopy of the Search Report dated 25 July 2017 issued by Mr. Vishwas J. Daware in respect of the said Property.
- (xix) Photocopy of the Deed of Gift dated 18 October 2017 registered with the Office of Sub – Registrar of Assurances at Kurla No. 1 under Serial No. 10438 of 2017.

2. BRIEF HISTORY:

Based on the aforesaid documents and the information furnished to us, we observe as follows:-

(i) It appears that pursuant to the application made by one "The Sindhi Immigrants Co-operative Housing Society Limited", a co-operative housing society formed and registered under the provisions of the then Bombay Co-operative Societies Act, 1925 under registration No. B-421, situated at land bearing CTS Nos. 197, 197/1 to 197/4 and having its registered office at Nichaldas Market, Little Malabar Hill, Chembur, Mumbai 400 071, (hereinafter referred to as "the said Society"), the then Government of Maharashtra, issued a Sanad u/s. 133 of the Bombay Land Revenue Code, thereby

granting rights to the said Society, inter alia in respect of the property being all that the pieces and parcels of land situate, lying and being at Village Chembur, Taluka Kurla, in the registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "the said Land").

- (ii) It appears that pursuant to the request of one Fatechand Vazirani (hereinafter referred to as "the said Fatechand Vazirani"), one of the members of the said Society, the said Society allotted perpetual rights, title and interest in the said Land together with the right to exclusively use, occupy, hold and possess the said Land to the exclusion of others and construct a building thereon to the said Fatechand Vazirani.
- (iii) It appears that pursuant thereto the said Fatechand Vazirani got constructed on the said Land, a building having ground and 2 (two) upper floors, comprising of a total of 15 (fifteen) flats known as "Plot 151" (hereinafter referred to as "the said Building") and 2 (two) covered parking spaces bearing Nos. 1 and 2 and a Shed admeasuring 25 sq. ft. (The Land and the said Building are hereinafter collectively referred to as the "said Property").
- (iv) It appears that the said Fatechand Vazirani, during his lifetime had always expressed his desire that after his demise, the said Land shall be held by his wife, Smt. Bhagwanti (hereinafter referred to as "the said Bhagwanti") and his two daughters viz. Nimmi Vazirani (hereinafter referred to as "the said Rukibai"), as the co-owners thereof, each having 1/3rd undivided rights, title share and interest therein. However, unfortunately before the said Fatechand Vazirani, could record his such desire in writing, on or about 11 July, 1969, the said Fatechand Vazirani, died intestate leaving behind him, his wife i.e. the said Bhagwanti, his two daughters viz. the said Nimmi and the said Rukibai and his son Mr. Prem F. Vazirani. as his only heirs and legal representatives according to the provisions of personal law by which the said Late Fatechand Vazirani, was governed at the time of his demise.
- (v) It appears that pursuant to the demise of the said Fatechand Vazirani, his aforesaid heirs and legal representatives, with a view to fulfil the last wishes of said Late Fatechand Vazirani, arrived at an oral family settlement and distributed amongst themselves the various assets (both moveable and

immoveable) and liabilities of the said Late Fatechand Vazirani, at the time of his demise.

- (vi) Thus, in terms of the said oral settlement (1) the said Bhagwanti became entitled to 1/3rd perpetual right, title, share and interest in the said Land and the said Building together with absolute ownership rights of 5 flats bearing Flat Nos. B5, B6, A6, A7 and A8 on 2nd (Second) Floor of the said Building (hereinafter referred to as "the said Bhagwanti's Flats") and a Shed admeasuring 25 sq. ft., (hereinafter referred to as "the said Shed") (the said Bhagwanti's Flats and the said Shed are hereinafter collectively referred to as "the said Bhagwanti's Property") (2) the said Nimmi became entitled to 1/3rd perpetual right, title, share and interest in the said Land and the said Building together with the absolute ownership rights in 5 flats bearing Flat Nos. A1, A2, A3, B1 and B3 on the Ground Floor of the said Building (of which Flat Nos. A3 and B3 were subsequently sold by Mrs. Nimmi V. Vazirani) (hereinafter referred to as "the said Nimmi's Flats") and a Covered Parking Space bearing No. 1 (hereinafter referred to as "the said Parking Space No. 1") (the said Nimmi's Flats and the said Parking Space No. 1 are hereinafter collectively referred to as "the said Nimmi's Property") and (3) the said Rukibai became entitled to 1/3rd perpetual right, title, share and interest in the said Land and the said Building together with the absolute ownership rights in 5 (five) flats bearing Flat Nos. B3, B4, A4 I, A4 II and A5 on 1st (First) Floor of the said Building (hereinafter referred to as "the said Rukibai's Flats") and Covered Parking Space No. 2 on the West Side of the said Building (hereinafter referred to as "the Parking Space No. 2") (the said Rukibai's Flats and the said Parking Space No. 2 is hereinafter collectively referred to as "the said Rukibai's Property") and pursuant thereto the said Bhagwanti, Mrs. Nimmi V. Vazirani and Mrs. Rukibai H. Jagasia were put into occupation and possession inter alia of the respective flats owned by them.
- (vii) Thereafter, the said Society also accepted (i) the said Bhagwanti as its member and issued to the said Bhagwanti, its 5 shares bearing distinctive numbers from 1576 to 1580 (both inclusive) comprised in Old Share Certificate No. 331 and now in Duplicate Share Certificate No. 304 dated 18th May, 1962, (hereinafter referred to as "the said Bhagwanti's Shares"), (ii) the said Nimmi as its member and issued to the said Nimmi its 5 shares bearing distinctive numbers from 2111 to 2115 (both inclusive) comprised in

Share Certificate No. 446 dated 21st September, 1969, (hereinafter referred to as "the said Nimmi's Shares") and (iii) the said Rukibai as its member and issued to the said Rukibai its 5 shares bearing distinctive numbers from 2101 to 2105 (both inclusive) comprised in Share Certificate No. 445 dated 21st September, 1962, (hereinafter referred to as "the said Rukibai's Shares"). The term (i) the said Bhagwanti's Property shall mean and include the property as described in paragraph (vi) hereinabove as also the said Bhagwanti's Shares issued by the said Society, (ii) the said Nimmi's Property shall mean and include the property as described in paragraph (vi) hereinabove as also the said Nimmi's Shares issued by the said Society and (iii) the said Rukibai's Property shall mean and include the property as described in paragraph (vi) hereinabove as also the said Rukibai's Shares issued by the said Society and secribed in paragraph (vi) hereinabove as also the said Rukibai's Shares issued by the said Society.

- (viii) It appears that out of (i) the said Bhagwanti's Flats, the said Bhagwanti created tenancy rights in respect of 3 (three) Flats viz. Flat No. B5, Flat No. A7 and Flat No. A8, respectively in favour of Mr. Kishen Jee Kaul, Mr. Raja Shivaji and Mr. Venkatesh Kalisi and (ii) the said Rukibai's Flats, the said Rukibai created tenancy rights in respect of 1 (one) Flat viz. Flat No. B3 in favour of A.P Toteja and (iii) the said Nimmi's Flats, the said Nimmi created tenancy rights in respect of the balance 3 (three) Flats viz. Flat No. A1 and A2 in favour of Dr. Sayed Asad Akhtar and Flat No. B1 in favour of Mr. Jagdish Patel. It further appears that out of (i) the said Bhagwanti's Flats, the said Bhagwanti continued to remain in sole and absolute possession of the remaining 2 (two) flats viz. Flat No. B6 and Flat No. A6 and (ii) the said Rukibai's Flats, the said Rukibai continued to remain in sole and absolute possession of the remaining 4 (four) flats viz. B4, A4 I, A4 II and A5.
- (ix) On or about 29 December, 2010, the said Bhagwanti died intestate leaving behind her, Mr. Prem F. Vazirani, the said Nimmi and the said Rukibai as her only heirs and legal representatives according to the provisions of the personal law, by which the said Bhagwanti, was governed at the time of her demise.
- (x) As such pursuant to demise of the said Bhagwanti, Mr. Prem F. Vazirani (son), the said Nimmi (daughter) and the said Rukibai (daughter) became jointly entitled to the 1/3rd undivided perpetual right, title, share and interest in

the said Bhagwanti's Property, however, subject to the rights of the tenants/occupants therein.

- (xi) By and under a Deed of Release dated 11 April, 2011 executed between the said Mr. Premchand F. Vazirani (therein referred to as "the Releasor") in favour of the said Nimmi and the said Rukibai (therein referred to as "the Releasees"), (hereinafter referred to as "the said Deed of Release"), the aforesaid Mr. Prem F. Vazirani, out of the natural love and affection he had towards the said Nimmi and the said Rukibai, being his sisters from the same parents, the said Mr. Prem F. Vazirani released, relinquished, surrendered and guit claim unto the said Nimmi and the said Rukibai, all his undivided right, title, share and interest in the said Bhagwanti's Property, with the end and intent that on and from the execution of the said Deed of Release, rights of the said Mr. Prem F. Vazirani, in the said Bhagwanti's Flats and the said Bhagwanti's Shares as also 1/9th undivided ownership rights, title, share and interest in the said Building, stood vested in equal shares in favour of the said Nimmi and the said Rukibai and the said Nimmi and the said Rukibai, became entitled to the said Land together with the said Building, each having 1/2 (onehalf) undivided rights, title, share and interests therein together with absolute ownership rights in 2 (two) flats each on the 2nd (Second) Floor of the said Building, bearing Flat No. B5 and B6 and A8 and A6 respectively, subject to the tenants/ occupants therein and the said Nimmi and the said Rukibai became the joint and undivided owners of Flat No. A-7 on the 2nd (Second) Floor and the said Shed in the said Building. The said Deed of Release was registered with the Sub-registrar of Assurances at Kurla No. 2, under Serial No. BDR-7/2684/2011.
- (xii) Thus, pursuant to the execution of the said Deed of Release, the said Nimmi and the said Rukibai respectively became entitled to 50% i.e. ½ (one-half) undivided right, title, interest and share in the said Land and ½ (one-half) ownership rights respectively in the said Building together with absolute ownership rights in the following flats comprised in the said Building:

Absolute Ownership rights of the said Nimmi ("Old Flats No.1"):

Sr. No.	Flat No.	Floor
1.	A1	Ground

2.	A2	Ground
3.	B1	Ground
4.	B5	Second
5.	B6	Second
6.	Parking Space No. 1	Ground

Absolute Ownership rights of the said Rukibai ("Old Flats No.2"):

Sr. No.	Flat No.	Floor
1.	В3	First
2.	B4	First
3.	A4 I	First
4.	A4 II	First
5.	A5	First
6.	A6	Second
7.	A8	Second
8.	Parking Space No. 2	Ground

and following flats/ shed were to be held jointly and in equal proportion by the said Nimmi and the said Rukibai as tenants-in-common ("Tenants – In – Common Flats"):

Sr. No.	Flat No.	Floor
1.	A7	Second
2.	Shed	Ground

- (xiii) By a Deed of Partnership dated 11 July 2011 executed between Karan Kulchandani (therein and hereinafter referred to as "Karan") and Malvika Vazirani (therein and hereinafter referred to as "Malvika"), Karan and Malvika agreed and decided to commence and carry on business of construction and development and real estate of properties or any other business as may be mutually agreed upon by them from time to time as partners in the name and style of "KK Realty" (hereinafter referred to as "the said Firm") upon the terms and conditions as provided therein.
- (xiv) Pursuant to the execution of the Deed of Partnership dated 11 July 2011, the said Firm was registered with the Registrar of Firms on 4 May 2012 under

Registration No. BA/105592 under the provisions of Indian Partnership Act, 1932.

- (xv)By and under a registered Deed of Assignment dated 28 July 2011, executed between Rukibai ,(therein referred to as "the Assignor") in favour of the said Firm, (therein referred to as "the Assignee", (hereinafter referred to as "the said Deed of Assignment"), the said Rukibai sold, transferred, released, assured and conveyed unto the said Firm all her (i) 50% i.e. 1/2 (one-half) undivided right, title, share and interests in the said Land together with 50% i.e. ½ (one-half) undivided ownership rights in the said Building, (ii) Rukibai's Shares (iii) Old Flats No.2 and (iv) Rukibai's share in Tenants – In – Common Flats, subject to the rights of the tenants/ occupants/flat owners in the flats in the said Building, for the consideration and on such terms and conditions mentioned in the said Deed of Assignment. The said Deed of Assignment was registered with the Sub-registrar of Assurances at Kurla No. 2 under Serial No. BDR-7/5846/2011. Pursuant thereto, an Irrevocable Power of Attorney dated 28 July 2011 was also executed whereby Rukibai appointed the said Firm to facilitate the transfer unto the said Firm upon the terms and conditions as stated therein.
- (xvi) By a Deed of Partnership for Admission of New Partner dated 26 October 2012 executed between Karan and Malvika (therein referred to as "the Existing Partners") of the one part and Payal Kulchandani (therein referred to as "the Incoming Partners") of the other part (hereinafter referred to as "Payal"), Payal accepted the offer of Karan and Malvika and agreed to bring in capital contribution and get admitted in the said Firm as an ongoing concern upon the terms and conditions more particularly stated therein.
- (xvii) By and under a Deed of Gift dated 18 October 2017 registered with the Office of Sub Registrar of Assurances at Kurla No. 1 under Serial no. 10438 of 2017 and executed between the said Nimmi, (therein referred to as "the Donor") in favour of Payal (therein referred to as "the Donee") (hereinafter referred to as "the said Deed of Gift"), the said Nimmi transferred to the said Payal all her (i) 50% i.e. ½ (one-half) undivided rights, title, share and interests in the said Land together with 50% i.e. ½ (one-half) undivided ownership rights in the said Building, (ii) Nimmi's Shares (iii) Old Flats No.1 and (iv) Nimmi's share in Tenants In Common Flats, subject to the rights

of the tenants/ occupants/flat owners in the flats in the said Building on such terms and conditions mentioned in the said Deed of Gift.

(xviii) By and under an Agreement dated 18 November 2017, executed between Payal and the Firm, Payal and the Firm have associated with each other to re-develop the said Land under provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and to share the ownership of the flats therein in equal proportion on the terms and conditions more particularly provided therein

3. MORTGAGES:

We have not been provided with copies of any papers or pleadings pertaining to mortgage relating to the said Property.

4. PROPERTY CARD:

We have been provided with a copy of Property Register Card in respect of C.T.S. 197, 197/1, 197/2, 197/3 and 197/4 of Village Chembur and Taluka Kurla. On perusal of the aforesaid Property Register Card, we observe that: (i) the area of the land admeasuring 636.2 sq. mtrs, 60.2 sq. mtrs, 47 sq. mtrs, 96.3 sq. mtrs and 53.4 sq. mtrs admeasuring in the aggregate is 893.1 sq. mtrs.; and (ii) name of The Sindhi Immigrants Co-operative Housing Society Limited is reflected as the holder in this respect.

5. **SEARCHES**:

We have caused searches in the office of Sub-Registrar of Assurances, through Mr. Vishwas J. Daware, who has furnished to us the Search Report dated 25th July 2017, inter alia, in respect of the said Property.

6. PUBLIC NOTICE:

We have not issued any public notice to invite claims from the public at large in respect of the title of the Company to the said Property.

7. **CONCLUSION:**

In view of what is stated hereinabove and based on the documents provided to us, we are of the opinion that the said Firm is entitled to 50 % i.e. $\frac{1}{2}$ (one-half) undivided right, title, interest and share in the said Land together with $\frac{1}{2}$ (one-half) ownership rights in the said Building alongwith the right title, interest to the Old Flats No.2 and

Rukibai's share in Tenants – In – Common Flats, subject to the rights of the tenants/occupants/flat owners in the flats in the said Building, as more particularly provided under Clause (xv) above and Payal is entitled to 50 % i.e. ½ (one-half) undivided right, title, interest and share in the said Land together with ½ (one-half) ownership rights in the said Building alongwith the right title, interest to the Old Flats No.1 and Nimmi's share in Tenants – In – Common Flats, subject to the rights of the tenants/occupants/flat owners in the Building, as more particularly provided under Clause (xvii) above. Hence, subject to the rights of the tenants/occupants/flat owners, the Firm and Payal jointly have a free clear and marketable title to the said Property.

8. GENERAL:

- 1. This Title Certificate is issued solely on the basis of the documents provided by you as mentioned above and we have no obligation to update this Title Certificate with any information or replies or documents received by us beyond this date.
- We are not qualified to and have not independently verified the area of the said Property. We have referred to and retained the admeasurements in Hectors, ares, acres, gunthas, square yards and square meters, as we have found them in various documents.
- 3. For the purpose of this Title Certificate, we have assumed:
 - (i) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - (ii) That there have been no amendments or changes to the documents examined by us.
 - (iii) The accuracy and completeness of all the factual representations made in the documents.
 - (iv) That all prior documents have been adequately stamped and duly registered.
 - (v) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Title Certificate is correct and otherwise genuine.

- (vi) Each document binds the parties intended to be bound thereby.
- (vii) Photocopies provided to us are accurate photocopies of originals.
- 4. For the purposes of this Title Certificate, we have relied upon information relating to:
 - (i) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - (ii) Boundaries on the basis of the documents provided to us by the clients.
- 5. For the purposes of this Title Certificate, we have relied upon.
 - (i) Original and/or Photocopies of documents.
 - (ii) Property card in respect of the said Property.
- 6. Unless specifically stated otherwise, we have not carried out any searches in any courts and save as stated above have presumed that there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. in respect of the said Property.
- 7. For the purpose of this Title Certificate, we have relied upon information relating to lineage, if applicable on the basis of revenue records and information provided to us by you.
- 8. We are not certifying the boundaries of the said Property nor are we qualified to express our opinion on physical identification of the said Property. We also do not express our opinion on matters related to actual physical use of the said Property.
- 9. We express no view about the user/reservations/FSI/or developability of said Property.
- 10. We have not verified issues relating to reservation of the said Property or any portion thereof by Governmental Authorities.
- 11. We have not verified the market value of the property involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.

- 12. We are not authorized or qualified to express an opinion relating to plan permissions, approvals or development potential of the said Property.
- 13. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- 14. This Title Certificate is limited to the matters pertaining to Indian Law (as on the date of this Title Certificate) alone and we express no opinion on laws of any other jurisdiction.

Dated this day of December 2017.

For M/s. Hariani & Co.

Associate Partner