

**KUNAL MEHTA, (Advocate & Solicitor)**

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Fort, Mumbai - 400011, email: [kgmehta@gmail.com](mailto:kgmehta@gmail.com),**

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(By Hand Delivery)

May 6, 2016

To,

**M/ s Sabari Enterprises LLP,  
01, 535, Sabari Prasad Building, Road No. 11,  
Chembur East, Mumbai - 400071**

Dear Sir,

RE: My title evaluation report dated May 5, 2016 in respect of  
Chembur Shobha Co-operative Housing Society limited property

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I, the under signed address you as under.

I had issued a title evaluation report dated May 5, 2016 to your goodsoifs. There occurred an inadvertent typographical error in respect of the C.T.S. No. mentioned therein, the "C.T. S Nos. 1692, 1692/1, 1692/2, 1692/3, 1692/4" mentioned in the title evaluation report should read as C.T.S. Nos. 1612, 1612/2, 1612/3, 1612/4.

The above typographical correction to be effected in the entire title evaluation report forthwith.

Yours truly,



(Mr Kunal Mehta)

(Advocate & Solicitor)

**KUNAL MEHTA, (Advocate & Solicitor)**

**Fort Chamber, B Wing, Room No. 1, 1<sup>st</sup> Floor, Tamrined lane, Homi Mody Street, 2<sup>nd</sup> Cross Lane,  
Fort, Mumbai - 400011, email: kgmehta@gmail.com,**

**TO WHOMSOEVER IT MAY CONCERN**

**TITLE EVALUATION REPORT**

This is to certify under the instruction of my client **M/S. SABARI ENTERPRISES** (now know as "**Sabari Developers LLP**"). I have conducted an investigation of title in respect of the property being free hold plot of land or ground admeasuring 1077-7/9 sq. yrds equivalent to 903.1 sq.mtrs or thereabout together in C.T.S No. 1692, 1692/1, 1692/2, 1692/3, 1692/4, with building known as "Shobha" Standing thereon, situated at sub-district of Bandra, Plot No. 296B, of SSIII, Bombay (the "said property"), which is more particularly set out in the **SCHEDULE** hereunder and also based on the documents provided by M/s Sabari Enterprises (now know as "**Sabari Developers LLP**") (the "**Sabari**"), I have to state as follows:

For the purposes of this report:

- A. I have only perused the title documents set out in **Annexure "1"** hereto.
- B. I have not carried out any physical inspection of the said property.
- C. I have not carried out any search/investigation in respect of any pending litigation or negative register with respect to the said property before any court of law or before any other authority (judicial or otherwise).
- D. I have carried out search through Mr Ashish Javeri with the office of the sub-registrar of Assurances at Mumbai, Bandra, Chembur & Nahur SRO.
- E. I have issued a Public notice in Free Press Journal (English) & Nav Shakti (Marathir) dated April 15, 2015;
- F. This report is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as I understand them to be. My understanding is

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based upon and limited to the information provided to me. Any variance of facts or law may correspondingly change in my report.

G. I have relied upon the following:

- Information on the bases of the title documents provided to me;
- Copies of documents where original documents of title are not available.
- Copies of the Property Registrar Card;
- Information provided to me by the Sabari namely Mr Devang Sharma

H. I have assumed the that:

- All the documents submitted to me as photocopies or other copies of originals confirm to the originals and all such originals are authentic and complete.
- All signatures and seals on any documents submitted to me are genuine.
- There have been no amendments or changes to the documents examined by me; and
- The legal capacity of all natural/Juristic persons are as they purport it to be

I. My observations with regard to the root of the title of the said property are as under: -

- i. By a registered indenture of deed dated 17<sup>th</sup> May 1962 registered with the Sub-registrar Bombay bearing serial no. 1453 executed between K.S. Sirinivansan as vendors there in, SH Gundappa DV Ranagarao and Mr. K Ranganaath as confirming party therein and Saumithra Co-operative Housing Society Limited (the "Saumithra") as purchaser therein. The vendors transferred, conveyed and assigned the said property to the purchaser for sufficient consideration and various terms and conditions mentioned more specifically set out therein.

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- ii. Thereafter Saumithra also purchased a second and third plot and constructed two buildings namely Vrindhavan and Saumitra on the said plots.
- iii. A building know as Shobha was also constructed on the said property consisting of 13 flats comprising of ground plus upper two floors
- iv. Thereafter by an application dated 27<sup>th</sup> February 1991 Suamithra preferred an application for bifurcation before the Assistant Regsitrar Co-operative and accordingly Suamithra came to be bifurcated into 3 different societies by an order dated 20<sup>th</sup> June 1991. Accordingly 3 societies came to be constituted namely
  - a. Chembur Shobha Co-operative Housing Society limited (the "Chembur Shoba") on the said property
  - b. Chembu Vrindhavan Co-operative Housing Society on the second plot.
  - c. Saumithra Co-operative Housing Society on the third plot.

Accordingly the Chembur Shoba is seized and possessed or otherwise entitled to the said property and has been in continuous physical and unhindered possession and occupation of the said property.

- v. The said Property stands in the name of the Chembur Shoba in the City Survey Records and the Property Register Card.
- vi. Chembur Shoba followed the procedure set out in the Circular dated 3<sup>rd</sup> January 2009 issued by Marketing and Textile Department governing re-development by Societies and invited proposals for redevelopment of the said Property from various builders/Sabaris. After scrutinizing all the

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offers received from various builders/Sabaris and after due deliberations and discussions based on the comparative chart prepared by the Project Management Consultant, the Chembur Shoba in the Extra Ordinary General Body Meeting held on October 18, 2014 in the presence of the Competent Officer appointed by the Assistant Registrar of Co-Operative Societies, selected the Sabaris herein for the purpose of redevelopment.

- vii. Thereafter by a registered Development Agreement dated December 31, 2014 being registered with sub-registrar of Assurances Kurla 1, vide no. Kurla1-1798-2015 the Chembur Shoba therein as the party of one part and M/s Sabari Developers (the "Sabari") as party of the Other part, the Chembur Shoba granted Development Right to Sabari in respect of the said property to construct and re-develop the said property by demolishing the existing building and construct new buildings thereon for their existing member referred to therein and the new purchasers by using the existing Floor Space Index ("FSI") and available benefit of additional FSI by way of Transfer of Development Right ("TDR") and for various other terms and conditions and considerations set out therein;
- viii. Simultaneously with execution of the Development Agreement, the Chembur Shoba has granted Special Power of Attorney dated March 31, 2015 (the "Power of Attorney"), registered with Sub-registrar of Assurances Kurla 1 vide no. Kurla1-3363-2015 in favour of Sabari for the purposes of developing and constructing the building on the said property.

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- ix. Accordingly Sabari has the Development rights in respect of the said property.

**J. TITLE**

- a. I have been informed that, as on date the Development Agreement and the Power of Attorney are valid and subsisting.
- b. Pursuant to the Development Agreement and Special Power of Attorney, Sabari has full right and authority to enter into and forthwith commence, carry out and complete construction of Residential buildings on the said property, in accordance with the Layout Plan as specified above and also to enter into agreements for sale of Developers Area i.e. flat as per approved, under the provisions of the Maharashtra Ownership Flats Act, 1963 (MOFA) on such terms and conditions and for such consideration as Sabari may think fit and proper and in accordance with the terms and conditions of the Development Agreement.
- c. Subject to the aforesaid and the development right of Sabari to develop the said property and Chembur Shoba has a clear and marketable title to the said property.
- d. The payment of Municipal Taxes and Non-Agricultural taxes,
- e. Third party claims, if any

*K. V. M.*

**Annexure "1"**

**(Photocopies of the documents perused)**

1. Copy of the Development Agreement dated December 31, 2014 being registered with sub-registrar of Assurances Kurla 1, vide no. Kurla1-1798-2015;
2. Special Power of Attorney dated March 31, 2015 registered with Sub-registrar of Assurances Kurla 1 vide no. Kurla1-3363-2015;
3. Certificate of Registration on Conversion Form 19 Rule 32 (1) of LLP Rules 2009.

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## FIRST SCHEDULE

(Described as the said property)

ALL THAT piece and parcel of land or ground bearing Plot No. 296B of SSIII, in C.T.S No. 1692, 1692/1, 1692/2, 1692/3, 1692/4, being in Chembur in Greater Bombay in the registration sub-district of Bandra District Bombay, Suburban 1077-7/9 sq. yds equivalent to 903.1 sq.mtrs or thereabout together with building known as "Shobha" Standing thereon and bounded as follows:

On or towards North – CTS No. 1610  
On or towards South – CTS No. 1613  
On or towards East – 9.15 mts Road  
On or towards West – CTS No. 1611

The narration set out in clause H (i) to (viii) is based on the information and the recital set out in the conveyance deed, we have not been furnished any copies of Agreements and deeds and documents mentioned therein;

This report is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or law may cause corresponding change in our Report

Dated:- May 5, 2016

Mr Kunal Mehta



Advocate & Solicitor