

Ref No : JLaw/13-14/DP/027

Date: 4/12/2013

To,
M/s. Sabari Enterprises
Chembur, Mumbai.

Sir,

Re: All that piece or parcel of land being C.T.S. No. 422 A and 422 A/1,
of village Deonar situate at Deonar Farm Road, Deonar,
Mumbai 400 088.

Upon your instructions, we have investigated the title in respect of the captioned property based on the following documents:

- a. Indenture of Conveyance dated 15/1/1976, duly registered at Sr. No. S-1027/76 of Book--I on 18/5/1978, between Shumoon Abdulali as the Purchaser therein and Mrs. Lullu Abudali as the vendor therein.
- b. Agreement of Development dated 5th August 1985, between Shumoon Abdulali as the Original Owner and M/s. Venus Developers as Developers.
- c. Probate dated 26th April 2011 issued by the Hon'ble High Court in respect of the said last will of the original Owner to Mrs. Aalia Shumoon Abdulali.
- d. Consent terms dated 12th November, 2013 filed between Mrs. Aalia Shumoon Abdulali (owner), Sahara Co-operative Housing Society Ltd. and its members, legal heirs of Mr. Amriksingh Vijan, Venus Developers and M/s. Sabari Enterprises.
- e. Development Agreement dated 13th November, 2013 duly registered under Sr. No. KRL-1/9561/2013 between Mrs. Aalia Shumoon Abdulali (owner), and M/s. Sabari Enterprises.
- f. Development Agreement dated 13th November, 2013 duly registered under Sr. No. KRL-1/9570/2013 between Sahara Co-operative

- Housing Society Ltd. and its members in favour of M/s. Sabari Enterprises.
- g. Power of Attorney dated 13th November, 2013 duly registered under Sr. No. KRL-1/9562/2013 by Mrs. Aalia Shumoon Abdulali (owner), in favour of M/s. Sabari Enterprises.
 - h. Power of Attorney dated 13th November, 2013 duly registered under Sr. No. KRL -1/9571/2013 by Sahara Co-operative Housing Society Ltd. in favour of M/s. Sabari Enterprises.
 - i. Property card in respect of captioned property
 - j. Search report taken from the office of the Sub Registrar of Assurances dated 27th November, 2013 by the Search clerk Rakesh Kubal in respect of the captioned property.
 - k. We have issued newspaper advertisement dated 11/9/2013 in Free press Journal and Navshakti inviting claims in respect of the said property and have not received any claims thereon till date.

Title flow:

- a. It appears that by an Indenture of Conveyance dated 15/1/1976, duly registered at Sr. No. S-1027/76 of Book-I on 18/5/1978, one Shumoon Abdulali being the purchaser therein ("**Original Owner**") purchased the property of land admeasuring 2003 sq yards., equivalent to 1675 sq. meters. of thereabouts bearing CTS No. 422 A and 422 A/1 of village Deonar, situated at Street No. 2746 (B) Deonar (hereinafter referred to as the "**said plot**") along with Bungalow/structures admeasuring 2500 sq ft situated thereon from one Mrs. Lullu Abudali on the terms and conditions stated therein.
- b. It appears that thereafter by an Agreement of Development dated 5th August 1985, the Original Owner granted development rights in respect of the said plot in favour of one M/s. Venus Developers ("**Venus**") for constructing a building on the vacant portion of the said plot without disturbing the existing bungalow/structures

- thereon occupied by the Original Owner/his family members.
- c. It appears that Venus thereafter constructed a building known as "Sahara" and sold the flats therein to various purchasers.
 - d. The purchasers of flats from Venus joined together and formed a Co-operative Housing society of flat purchasers known as "Sahara CHS Ltd." (being **the society** herein). However, conveyance of the said property is not executed in favour of the said society and the entire plot continues to stand in the name of the Original Owner in the land records.
 - e. Thereafter it appears that the Original Owner agreed to transfer the benefit of the additional FSI amounting to 4040 sq. ft. in respect of the said plot in favour of one Mr. Amriksingh Ishwarsingh / his nominees to construct a building on the vacant portion of land adjacent to the bungalow of the Original Owner.
 - f. The Society filed a Suit being Suit No. 1060 of 1994 in the Hon'ble City Civil Court against the proposed transfer of the additional FSI by the Original Owner in favour of Mr. Amriksingh Ishwarsingh. However, the said Suit was withdrawn by the society on 29/9/1994 with liberty to file the same in the High Court.
 - g. Thereafter, the society filed a Suit being Suit No. 1862 of 1994 in the Hon'ble High Court of Bombay against the Original Owner, Venus and the said Mr. Amriksingh Isharsingh.
 - h. By an order of injunction dated 20/6/1994, the Hon'ble High Court granted "status quo" and directed the parties to refrain from creating any third party rights in respect of the suit property.
 - i. Pending the said suit, the Original Owner expired on 5th August 2009, leaving behind the following persons as his only legal heirs as per the relevant and applicable provisions of law:
 - a. Mrs. Aalia Shumoon Abdulali - widow
 - b. Mr. Adil Shumoon Abdulali - son
 - c. Ms. Sohaila Shumoon Abdulali - daughter

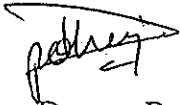
- j. The said Original Owner also left a will dated 17th May 1993 by which he bequeathed his estate in favour of his wife Aalia Shumoon Abdulali (hereinafter referred to as the "**Owner**"). The said Owner, with the consent of the other legal heirs, applied for probate of the said will to the Hon'ble High Court of Bombay. The Hon'ble High Court of Bombay has issued Probate dated 26th April 2011 in respect of the said last will of the original Owner to Mrs. Aalia Shumoon Abdulali who is also the executor of the said will and the administrator of the estate of the said Original owner.
- k. It appears that by consent terms dated 12th November, 2013 filed between the parties in the said Suit No. 1862 of 1994 the dispute between the parties have been settled and the rights and or interests, if any, vested in the said Venus and the rights of Mr. Amriksingh Isharsingh (since deceased) by the hands of his heirs and legal representatives were duly settled and extinguished. It was also agreed in the said consent terms that the owner and the society would grant development rights to the Re-Developers herein for redevelopment of the said plot.
- l. Accordingly, by a Development Agreement between the Owner and the Developers dated 13th November, 2013 duly registered with the Sub Registrar of Assurances at Sr. No. KRL-1/9561/2013, the Owner has granted development rights in the said property in favour of the Re-Developers herein.
- m. Accordingly, by a Development Agreement between the Society and its members and the Developers dated 13th November, 2013 duly registered with the Sub Registrar of Assurances at Sr. No. KRL-1/9570/2013, the Society and its members have agreed to the grant of development rights in the said property in favour of the Developers herein.
- n. Thus, in the circumstances aforementioned, it appears that Mrs. Aalia Shumoon Abdulali is the owner of the said property subject to

the rights of Sahara Co-operative Housing Society Ltd., both of whom have appointed M/s Sabari Enterprises as Developers in respect of the captioned property.

In the circumstances, relying upon the aforesaid documents, we say that the Title of Mrs. Aalia Shumoon Abdulali as the owner of the said property, subject to the rights of Sahara Co-operative Housing Society Ltd. and the Title of M/s. Sabari Enterprises as Developers in respect of the captioned property subject to the rights of the society, its members and the Owner pertaining to their respective new constructed flats as stated therein, are both clear and marketable and free from encumbrances.

Yours faithfully,

For M/s. J Law Associates



Adv. Deepa Pohuja

General Disclaimer:

- a. This Certificate is issued solely on the basis of the documents provided by you as mentioned hereinabove and is intended for the purpose for which it has been issued only.
- b. 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 sq. meters, as we have found them in various documents.
- c. We have not verified issues relating to acquisition and / or reservation of the said property or any portion thereof by Governmental Authorities.
- d. This Report is without prejudice and an opinion based on documents and vests no financial or other liability on the undersigned.