

# SOLOMON & Co.

ADVOCATES & SOLICITORS  
(ESTD. 1909)

Ref. No.: B - 304,1/95/2017

26<sup>th</sup> July 2017

## TO WHOMSOEVER IT MAY CONCERN

### TITLE CERTIFICATE

**SUBJECT:** Title Certificate for a parcel of land or ground situate lying and being at Village Chembur, Little Malabar Hill, Taluka Chembur, District Bombay Suburban in the Registration Sub District of Bandra bearing C.T.S No. 457, Plot No.1 / 1A, in S.S. III, Chembur, Mumbai - 400 071 admeasuring about 840 sq. yards equivalent to 702.30 square meters as per Revenue Records or thereabouts (hereinafter referred to as "**Land**") and more particularly described in the **SCHEDULE** hereunder written.

#### **1. GENERAL**

- 1.1. Under instructions from M/s. Metro Developer Co., a partnership firm formed under the provisions of Indian Partnership Act, 1932 and represented through its partners Mr. Suresh C. Jain and Mr. Bherulal B. Parmar, having its registered address at 301, The Ambience Court, Plot No. 2, Sector 19D, Vashi, Navi Mumbai - 400 703 (hereinafter referred to as "**Metro**"), we have caused an investigation of title of Metro as the developer to the said Land.
- 1.2. To render this Title Certificate, we have relied upon (a) Documents and records provided to us as listed at **Annexure "A"** ("**Documents and Records**"); (b) Title Investigation Report dated 30<sup>th</sup> June 2017, issued by Ashish Javeri. A copy of the Title Investigation Report dated 30<sup>th</sup> June 2017 is annexed hereto and marked at **Annexure "B"** and (c) Public Notice dated 3<sup>rd</sup> July 2017 issued in two local newspapers of Mumbai (i.e. Free Press Journal (an English Daily) and Navshakti (a Marathi Daily) inviting claims, if any in respect of the said Land), a copy of the Public notice issued is annexed hereto and marked at **Annexure "C"**, all of which have resulted in the observations and our opinion set forth in this Title Certificate.
- 1.3. M/s. Metro Developer Co. through its partners (i) Mr. Hitesh S Jain have made and executed Declaration Cum Indemnity dated 26.07.2017 regarding their title to the said Land.
- 1.4. Based upon customary Indian procedures and practices relating to the investigation of the title to the Land as to the nature and locale of the said Land, it is our opinion that the searches described herein are those relevant to a determination of the status of ownership and of claims against the Land.



## 2. DEVOLUTION OF TITLE

- 2.1. Vide a Deed of Conveyance dated 29<sup>th</sup> November 1974 (hereinafter referred to as "**Deed of Conveyance**"), Mr. Laxman Umaji Gadkari, Mr. Sadanand Bhikaji Kalgutkar, Mr. Vithal Bhikaji Kalgutkar (hereinafter individually referred to as the 'erstwhile Co-Owner No. 1, erstwhile Co-Owner No. 2 & erstwhile Co-Owner No. 3' respectively and collectively referred to as the "**erstwhile Co-Owners**") had purchased and acquired the said Land from the original owners i.e. (1) Shri Jagannath Ramchandra Chemburkar, (2) Rupesh Gajanan Chemburkar, (3) Yashwant Gajanan Chemburkar, (4) Vinayak Gajanan Chemburkar, (3) Hemantkumar Gajanan Chemburkar, (6) Alka Sadanand Jambolikar nee Alka Jagannath Chemburkar, (7) Vaishali Surendra Kabir nee Raksha Jagannath Chemburkar, (8) Kiran Jagannath Chemburkar and (9) Jayashree Jagannath Chemburkar. The said Deed of Conveyance dated 29<sup>th</sup> November 1974 was registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. BOM/S/4242/1974.
- 2.2. From the said erstwhile Co-Owners, the said erstwhile Co-Owner No.1 i.e. Mr. Laxman Umaji Gadkari expired on 22<sup>nd</sup> May 1978 leaving behind his last Will and Testament dated 3<sup>rd</sup> October 1971 and Codicil dated 1<sup>st</sup> May 1976 (hereinafter referred to as "**Will**"). By virtue of the said Will, 1/3<sup>rd</sup> of the undivided share, title and interest of the said erstwhile Co-Owner No. 1 in the said Land was bequeathed in favour of one Ms. Rekha alias Prabha Harish Israni (hereinafter referred to as "**Ms. Rekha Israni**") in the capacity of being his legal heir. However, the said erstwhile Co-Owner No. 2 and erstwhile Co-Owner No. 3 namely Mr. Sadanand Bhikaji Kalgutkar and Mr. Vithal Bhikaji Kalgutkar being the nephews of the erstwhile Co-Owner No.1 i.e. Mr. Laxman Umaji Gadkari disputed the said Will and claimed their right over the said Land.
- 2.3. In view of the dispute and differences arising between the said Ms. Rekha Israni and the said erstwhile Co-Owner No. 2 and erstwhile Co-Owner No. 3, the said Ms. Rekha Israni filed a suit bearing No. 3218 of 1988 in the Hon'ble Bombay High Court, against the said erstwhile Co-Owner No. 2 and erstwhile Co-Owner No. 3, for seeking declaration that the said Will is valid, effective and operative and for other consequential reliefs contained therein (hereinafter referred to as "**Suit**").
- 2.4. During the pendency of the said Suit, the said erstwhile Co-Owner No. 3 i.e. Mr. Vithal Bhikaji Kalgutkar expired in Bombay on 18<sup>th</sup> March 2000 leaving behind his wife Smt. Nirmala Vithal Kalgutkar, his three sons namely Mr. Jagdish Vithal Kalgutkar, Mr. Sudesh Vithal Kalgutkar, Mr. Rajesh Vithal Kalgutkar and one daughter Mrs. Ashwini Ajit Ambekar as his heirs and legal representatives to inherent his 1/3<sup>rd</sup> undivided right, title and interest in the said Land. From amongst the heirs and legal representatives of Mr. Vithal Bhikaji Kalgutkar, his wife Smt. Nirmala Vithal Kalgutkar as well as his son Mr. Rajesh Vithal Kalgutkar expired on 15<sup>th</sup> February 2002 and 23<sup>rd</sup> October 2002 respectively. Thus, the deceased erstwhile Co-owner No. 3 was substituted with his sons Mr. Jagdish Vithal Kalgutkar, Mr. Sudesh Vithal Kalgutkar and his daughter Mrs. Ashwini Ajit Ambekar in the said Suit filed by Ms. Rekha Israni (the said Mr. Jagdish Vithal





- Kalgutkar, Mr. Sudesh Vithal Kalgutkar and Mrs. Ashwini Ajit Ambekar are hereinafter collectively referred to as "**New Co-Owners No. 3**").
- 2.5. Similarly, during the pendency of the said Suit, the said erstwhile Co-owner No. 2 i.e. Mr. Sadanand Bhikaji Kalgutkar expired on 10<sup>th</sup> March 2003 leaving behind his wife Mrs. Mohini Sadanand Kalgutkar, one son Mr. Umesh Sadanand Kalgutkar and three daughters Ms. Kalpana Praveen Mondkar, Ms. Amita Sanjeev Naik and Ms. Archana Vikram Arora (hereinafter collectively referred to as "**New Co-Owners No. 2**") as his heirs and legal representatives to inherent his 1/3<sup>rd</sup> undivided right, title and interest in the said Land. The aforesaid heirs and legal representatives were accordingly substituted in the said Suit filed by Ms. Rekha Israni.
- 2.6. The said Ms. Rekha Israni as well as the New Co-Owners No. 2 and New Co-Owners No. 3, agreed to amicably settle the dispute between themselves by filing Consent Terms dated 23<sup>rd</sup> August 2010 in the said Suit. In the said Consent Terms dated 23<sup>rd</sup> August 2010, signed and executed by the parties thereto and submitted before the Hon'ble Bombay High Court, it has been agreed between them that each branch of the said erstwhile owners i.e. the said Ms. Rekha Israni, New Co-Owners No. 2 and New Co-Owners No. 3 shall each have 1/3<sup>rd</sup> undivided share in the said Property and thus the said Suit was accordingly disposed off thereafter.
- 2.7. In the circumstances, the said Ms. Rekha Israni, the New Co-Owners No. 2 (i.e. Mrs. Mohini Sadanand Kalgutkar, Mr. Umesh Sadanand Kalgutkar, Ms. Kalpana Praveen Mondkar, Ms. Amita Sanjeev Naik and Ms. Archana Vikram Arora and the New Co-Owners No. 3 (i.e. Mr. Jagdish, Vithal Kalgutkar, Mr. Sudesh Vithal Kalgutkar and Mrs. Ashwini Ajit Ambekar) have each become entitled to undivided 1/3<sup>rd</sup> share, right, title and interest in the said Land.
- 2.8. The New Co-Owners No. 2 and New Co-Owners No. 3 along with Ms. Rekha Israni decided to sell their respective share, right, title and interest in the said Land to a prospective purchaser for a consideration.
- 2.9. M/s. Waheguru Developers, a partnership firm formed under the provisions of Indian Partnership Act, 1932 and represented through its partners Mr. Mukhtyar Singh Saini and Mrs. Gurdeep Kaur Saini, having its registered address at A-307, 3<sup>rd</sup> Floor, Arenja Corner, Sector No. 17, Vashi, Navi Mumbai - 400 703 (hereinafter referred to as "**Waheguru**") being desirous of purchasing the said Land approached the New Co - Owners No. 2 and New Co-Owners No. 3 as well as the said Ms. Rekha Israni with an offer to buy the said Land on "*As is where is basis*". The said offer was accepted by them and thereafter they agreed to alienate and transfer their respective right, title and interest in the said Land for an agreed consideration in favour of said Waheguru absolutely and forever.
- 2.10. By and under a Deed Conveyance dated 31<sup>st</sup> December 2010, the said Waheguru acquired 2/3<sup>rd</sup> undivided share, right, title and interest of the New Co-Owners No. 2 and New Co-Owner No. 3 in the said Land on the terms and conditions therein contained.



The said Deed of Conveyance dated 31<sup>st</sup> December 2010 was registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BDR3/1057/2011 and presented on 25<sup>th</sup> January 2011.

- 2.11. By and under a Deed Conveyance dated 31<sup>st</sup> December 2010, the said Waheguru also acquired 1/3<sup>rd</sup> undivided share, right, title and interest of the said Ms. Rekha Israni (alias Prabha Harish Israni) in the said Land at or for the consideration and on the terms and conditions therein contained. The said Deed of Conveyance dated 31<sup>st</sup> December 2010 was registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BDR3/3807/ 2011 and presented on 7<sup>th</sup> April 2011.
- 2.12. The said Waheguru thus acquired the said Land vide the aforesaid 2 (two) registered Deeds of Conveyance even dated 31<sup>st</sup> December 2010.
- 2.13. By and under a Development Agreement dated 17<sup>th</sup> July 2014 (hereinafter referred to as "**Development Agreement**") executed between Waheguru Developers, referred to as Owner therein and Metro Developers Co., referred to as Developer therein, registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-6112-2014 on 17<sup>th</sup> July 2014, the Owner therein granted development rights to the Developer therein in respect of the said Land. Under the terms and conditions of the said Development Agreement, the said Owner therein is entitled to 50% of the constructed premises and car parking spaces in the building/s proposed to be constructed thereon ("Owners Premises") and the said Developer therein is entitled to the remaining 50% of the constructed premises and car parking spaces in the building/s proposed to be constructed thereon ("Developer Premises").
- 2.14. On 17<sup>th</sup> July 2014, a Power of Attorney was executed whereby the said Waheguru through its partners Mr. Mukhtyar Singh Saini and Mrs. Gurdeep Kaur Saini appointed (i) Mr. Suresh C. Jain, and (ii) Mr. Bherulal B. Parmar, partners of the said Metro as the Attorneys for and in respect of development of the said Land including sale, transfer, marketing and advertising of the Developers Premises mentioned therein and to carry out such other acts, deeds, matter and things contained therein. The Power of Attorney dated 17<sup>th</sup> July 2014 is registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-6113-2014 on 17<sup>th</sup> July 2014.
- 2.15. On 17<sup>th</sup> July 2014, a Power of Attorney was executed whereby the said Metro through its partners Mr. Suresh C. Jain and Mr. Bherulal B. Parmar appointed (i) Mr. Mukhtyar Singh Saini, and (ii) Mrs. Gurdeep Kaur Saini, partners of the said Waheguru as the Attorneys in respect of sale, transfer, marketing and advertising of the Owners Premises mentioned therein and to carry out such other acts, deeds, matter and things contained therein. The said Power of Attorney dated 17<sup>th</sup> July 2014 is registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-6114-2014 on 17<sup>th</sup> July 2014.
- 2.16. On 17<sup>th</sup> July 2014, a General Power of Attorney was executed whereby the said Waheguru through its partners Mr. Mukhtyar Singh Saini and Mrs. Gurdeep Kaur Saini





appointed (i) Mr. Suresh C. Jain, and (ii) Mr. Bherulal B. Parmar, partners of the said Metro as the Attorneys inter-alia for the purposes of carrying out development and managing the affairs of the said Land. The said General Power of Attorney dated 17<sup>th</sup> July 2014 is registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-6115-2014 on 17<sup>th</sup> July 2014.

- 2.17. The said Metro is in process of developing the said Land by demolishing the existing structure(s) standing on some portion of the said Land and constructing the new building/s on the said Land, the said Metro and Waheguru entered into several Permanent Alternate Accommodation Agreements with the existing occupant/s on the said Land, whereby the said Metro agreed to provide an alternate new unit/flat/shop on ownership basis in the new building/s proposed to be constructed on the said Land (hereinafter referred to as the "PAA Agreements") to the existing occupants on the said Land. A list of the occupant/s of the unit/flat/shop along with the details of their PAA Agreements is annexed hereto and marked as **Annexure "D"**.
- 2.18. On 18<sup>th</sup> March 2016, Mr. Bherulal B. Parmar in his capacity as a partner of the said Metro executed an Undertaking in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai whereby Mr. Bherulal B. Parmar on behalf of Metro confirmed to certain terms and conditions including modification of proposal for development as per recommendations of MCGM, demolishing the existing structure/s and indemnified Municipal Corporation of Greater Mumbai on the terms and conditions contained therein. The said Undertaking dated 18<sup>th</sup> March 2016 is registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL5-2505-2016 on 18<sup>th</sup> March 2016.
- 2.19. On or about 13<sup>th</sup> April 2016, Mr. Bherulal B. Parmar in his capacity as a partner of the said Metro executed a Comprehensive Undertaking in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai whereby Mr. Bherulal B. Parmar on behalf of Metro inter-alia declared the exact area of the said Land. The said Comprehensive Undertaking dated 13<sup>th</sup> April 2016 is registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL5-3566-2016 on 13<sup>th</sup> April 2016.
- 2.20. Vide Letter dated 13<sup>th</sup> April 2016 addressed by the Office of the Assistant Assessor & Collector (MW) of Municipal Corporation of Greater Mumbai to Bherulal B. Parmar, the said Office of the Assistant Assessor & Collector (MW) granted its no objection certificate in respect of the said property bearing M - West Ward No. MW - 1421 and also certified that property taxes up to the period of 31<sup>st</sup> March 2016 in respect to the said Land. Further, the Office of the Assistant Assessor & Collector (MW) gave its no objection in entertaining building proposals pertaining to the said Land.
- 2.21. On 16<sup>th</sup> April 2016, Mr. Bherulal B. Parmar in his capacity as a partner of the said Metro executed a Comprehensive Indemnity Bond in favour of The Municipal Corporation, Municipal Corporation of Greater Mumbai whereby Mr. Bherulal B. Parmar on behalf of Metro inter-alia indemnifying Municipal Corporation of Greater Mumbai on the terms



- and conditions mentioned therein. The said Comprehensive Indemnity Bond dated 16<sup>th</sup> April 2016 is registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-3934-2016 on 16<sup>th</sup> April 2016.
- 2.22. On 25<sup>th</sup> July 2016, Mr. Bherulal B. Parmar in his capacity as a partner of the said Metro executed an Undertaking cum Indemnity Bond whereby Mr. Bherulal B. Parmar on behalf of Metro inter-alia declared that a portion of the said Land is encroached by few occupant/s and that they have entered into several Agreements with such occupant/s. Further, the said Metro through its partner, indemnified Municipal Corporation of Greater Mumbai on the terms and conditions mentioned therein. The said Undertaking cum Indemnity Bond dated 25<sup>th</sup> July 2016 is registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL5-7616-2016 on 25<sup>th</sup> July 2016.
- 2.23. By and under a Supplemental Agreement dated 15<sup>th</sup> June 2017 (hereinafter referred to as the "**Supplemental Agreement**") executed between the parties to the aforesaid Development Agreement, registered with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-5794-2017 on 15<sup>th</sup> June 2017, the parties therein inter-alia arrived at certain additional and supplemental understanding to terms of the said Development Agreement which are more particularly stated therein.
- 2.24. The said Metro has obtained several approvals and permissions for redeveloping the said Land, which approvals and permissions inter-alia includes: -
- 2.24.1. Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, 1888 as amended up to date, issued by Municipal Corporation of Greater Mumbai on 13<sup>th</sup> May 2016 bearing Reference No. CHE/ES/1736/M/W/337 (New) with respect to the said Land;
- 2.24.2. Amended Approved Plans granted by Municipal Corporation of Greater Mumbai on 8<sup>th</sup> February 2017; and
- 2.24.3. Commencement Certificate issued by Municipal Corporation of Greater Mumbai on 27<sup>th</sup> April 2017 bearing Reference No. CHE/ES/1736/M/W/337(NEW) with respect to the said Land.
- 2.25. The said Metro has also obtained a Letter dated 3<sup>rd</sup> March 2017 bearing Reference No. Metro-PIU/DCBM/NOC/257/87 from Mumbai Metropolitan Region Development Authority (MMRDA) addressed to the Chief Engineer of the Development Plan of MCGM regarding MMRDA's No Objection to the proposed development of the said Land by Metro subject to the terms and conditions stated therein.
- 2.26. Vide Letter dated 2<sup>nd</sup> May 2017, Uday Dighe & Associates being the Architects of the said Metro certified that C.C. up to Plinth is granted by Exe. Eng. - I (B.P) (ES) on 27<sup>th</sup> April 2017 as per approved plans dated 8<sup>th</sup> February 2017. Further, it has certified that various concessions involved for stilt + 10 upper floors are approved by Hon. M.C. on 6<sup>th</sup> December 2016 and T.D.R and Fungible FSI would be loaded in stages.





### 3. OBSERVATIONS

- 3.1. It appears that name of M/s. Waheguru Developer is recorded in property card extract pertaining to C.T.S. No. 457 of Village Chembur (I.e. said Land) as the owner thereof.
- 3.2. We have caused the publication of a public notice on 3<sup>rd</sup> July 2017, in two newspapers namely (1) The Free Press Journal (an English Daily) and (2) Navshakti (a Marathi Daily), for inviting claims or objections if any in respect of the said Land. However, we have not received any claims from any person within the time period therein mentioned.
- 3.3. It appears that a Suit No. 1772 of 2016 is filed before the Bombay City Civil Court, Mumbai between Karturben Amarchand Chhadva Vs. Metro Developers Co. & Ors. with respect to Shop No. 5 located partly on the said Land and partly on the road (formerly bearing C.T.S. No. 458). Further, it appears that this Suit is pending and Notice of Motion for interim reliefs at the stage of hearing, ad-interim reliefs are refused. It is observed that Plaintiff therein filed Appeal bearing Appeal from Order (L.) No. 22473 of 2016 against the Order refusing grant of ad-interim reliefs. This Appeal is also pending and no reliefs have been granted therein.
- 3.4. It appears that Suit No. 1520 of 2016 is filed before the Bombay City Civil Court, Mumbai between Baljitsingh Bamrah Vs. MCGM & Ors. (Metro Developers Co. is Defendant No. 4) with respect to Shop No. 6 located partly on plot bearing C.T.S. No. 457 and partly on the road (formerly bearing C.T.S. No. 458). It appears that this suit is pending and Notice of Motion for interim reliefs was filed and the same is pending. Further it is observed that due to contempt of court by Baljitsingh Bamrah a Notice of Motion was filed and the same is pending and till date no reliefs have been granted therein.
- 3.5. It appears that arbitration proceedings bearing Arb. Petition No. 455 of 2017 have been filed before the Hon'ble court for claiming interim reliefs under section 9 of Arbitration and Conciliation Act 1996 between Metro Developers Co. vs. Hemant Chadva and Ors. in respect of Shop No. 5 located partly on the said Land and partly on the road (formerly bearing C.T.S. No. 458). It appears from the records that interim reliefs have been partly grantor and by virtue thereof a Surveyor was appointed to conduct the survey of the subject matter of arbitration. Pursuant to the survey Shop No. 5 located partly on the said Land and partly on the road (formerly bearing C.T.S. No. 458) was demolished. At present the notice of intention to initiate arbitration proceedings is to be issued to the respondent.
- 3.6. As per the terms of the said Development Agreement, the said Metro and the said Waheguru shall be entitled to sell or offer to sell their Premises in the proposed building upon execution of a Demarcation Agreement (as defined under the said Development Agreement) between the said Metro and Waheguru as provided under clause 15.1 and 18 of the said Development Agreement.



#### 4. OUR OPINION

- 4.1. Based on the Documents and Records provided to us and the title searches conducted with the Office of the Sub-Registrar of Assurances at Mumbai, it is our prima-facie view that Metro in accordance and subject to the said Development Agreement and the said Supplemental Agreement is entitled to:- (a) development rights to carry out development on the said Land and (b) rights to allot and sell and/or agree to sell and/or let or give on a leave and license basis the Developer's Premises upon execution of the Demarcation Agreement, subject to the terms of the said Development Agreement and the said Supplemental Agreement.

#### 5. QUALIFICATION AND DISCLAIMERS

- 5.1. We have relied upon the description of the said Land as mentioned in the documents and records.
- 5.2. In preparing this Title Certificate, we have relied upon the Title Investigation Report dated 30<sup>th</sup> June 2017, issued by Ashish S. Javeri in respect to the said Land.
- 5.3. Our opinion is based solely on the information and documents provided to us and is strictly limited to the matters expressly addressed herein, and is not to be read with respect to any other matter, factual or legal. We have no obligation to update this Title Certificate with any information or replies or documents received by us beyond this date.
- 5.4. In examining the Documents and Records, we have assumed (i) that all documents submitted to us were genuine, (ii) that the copies submitted to us of any documents are in conformity with their originals, (iii) that the signatures appearing on the Documents and Records we reviewed are genuine, (iv) the due capacity and authority of all persons executing and/or recording the records reviewed by us, (v) that the records disclosed to us are complete and accurate and (vi) Declaration Cum Indemnity dated 26.07.2017.
- 5.5. We have not undertaken any independent investigation or inquiry as to any of the foregoing matters.
- 5.6. Unless specifically stated otherwise, we have not inspected or perused the original documents in respect of the said Land.
- 5.7. We are not qualified to and have not independently verified the area of the said Land. We have referred to and retained the admeasurements in sq. mtrs or sq. yards, as we found them in various documents.
- 5.8. We have not conducted any site visit of the said Land.
- 5.9. We have not verified any originals of Documents and Records including title deeds relating to the said Land.





- 5.10. For the purpose of this Title Certificate, we have assumed:
- 5.10.1. The legal capacity of all-natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies;
  - 5.10.2. That there have been no amendments or changes to the documents examined by us;
  - 5.10.3. The accuracy and completeness of all the factual representations made in the documents; and
  - 5.10.4. The photocopies provided to us are accurate copies of originals.
- 5.11. We have not carried out any searches in any courts and have presumed that there is no pending litigation, proceedings, enquiry etc. before any court of law, tribunal, etc. in respect of the said Land.
- 5.12. This Title Certificate is limited to the title to the said Land and does not include matters falling within the expertise of architects, surveyors and valuers, such as issues relating to land use and property taxes.
- 5.13. This Title Certificate cannot and ought not to be used for general circulation or publication, nor can it be reproduced or used for any purpose in whole or in part, without our prior written consent in each specific instance.
- 5.14. We have not ascertained whether the said Land falls within the Green/ Agricultural Zone, Coastal Regulation Zone, under the Forest Conservation Act, 1980 and/or Indian Forest Act, 1927 and/or the Maharashtra Private Forest Act, 1975 etc.
- 5.15. We express no opinion as to any laws other than the laws of India, and this Title Certificate is subject to such laws; in effect as of the date of the Search Report and as of the date hereof.
- 5.16. This Title Certificate is governed by and construed in accordance with Indian law and subject to the exclusive jurisdiction of the Indian courts at Mumbai.



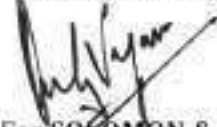
**SCHEDULE HEREINABOVE REFERRED TO:**

[Description of the Land]

All that piece and parcel of land or ground situate lying and being at Village Chembur, Little Malabar Hill, Taluka Chembur, District Bombay Suburban in the Registration Sub District of Bandra bearing C.T.S No. 457, Plot No.1 / 1A, in S.S. III, Chembur, Mumbai - 400 071 admeasuring about 840 sq. yards equivalent to 702.30 square meters as per Revenue Records or thereabouts together with all the things permanently attached thereto or standing thereon and bounded as under: -

On or towards the North : Existing Road, C.T.S No. 462 (PT);  
On or towards the South : C.T.S NO. 458 (V N PURAV MARG);  
On or towards the East : C.T.S NO. 458; and  
On or towards the West : Existing Road, C.T.S NO. 462 (PT).

Yours faithfully,



For SOLOMON & CO.  
Advocates and Solicitors  
Partner



## ANNEXURE - A

[List of Documents and Records]

1. A registered copy of Deed of Conveyance dated 31<sup>st</sup> December 2010 executed between Rekha Israni as the Vendor and Waheguru Developers as the Purchaser bearing serial no. BDR/03807/2011 registered at the office of the Sub-Registrar of Assurances at Kurla - 1.
2. A copy of registered Development Agreement dated 17<sup>th</sup> July 2014 executed by and between Waheguru Developers and Metro Developers Co. bearing registration no. KRL-1/6112/2014 registered at the office of the Sub-Registrar of Assurances at Kurla - 1.
3. A copy of the registered Power of Attorney dated 17<sup>th</sup> July 2014 executed by Waheguru Developers through its partners Mr. Mukhtyar Singh Saini and Mrs. Gurdeep Kaur Saini in favour of Metro Developers Co. bearing registration No. KRL-1/6113/2014 registered at the office of the Sub-Registrar of Assurances at Kurla - 1.
4. A copy of the registered Power of Attorney dated 17<sup>th</sup> July 2014 executed by Metro Developers Co. through its partners Mr. Suresh C. Jain and Mr. Bherulal B. Parmar in favour of Waheguru Developers bearing registration No. KRL-1/6114/2014 registered at the office of the Sub-Registrar of Assurances at Kurla - 1.
5. A copy of registered General Power of Attorney dated 17<sup>th</sup> July 2014 executed by Waheguru Developers through its partners Mr. Mukhtyar Singh Saini and Mrs. Gurdeep Kaur Saini in favour of Metro Developers Co. bearing registration no. KRL-1/6115/2014 registered at the office of the Sub-Registrar of Assurances at Kurla - 1.
6. A copy of registered Agreement for Providing Permanent Alternate Accommodation dated on 11<sup>th</sup> September 2015 executed by and between Metro Developers Co. and Waheguru Developers and Mrs. Kasturben Amarchand Chhadva and Mrs. Bharti Hemant Chhadva bearing registration no. KRL-5/5542/2014 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.
7. A copy of registered Agreement for Providing Permanent Alternate Accommodation dated on 14<sup>th</sup> September 2015 executed by and between Metro Developers Co. and Waheguru Developers and Mr. Prakash Kutty Poojary & Mrs. Vijaya Prakash Poojary



bearing registration no. KRL-5/5589/2015 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.

8. A copy of registered Agreement for Providing Permanent Alternate Accommodation dated on 14<sup>th</sup> September 2015 executed by and between Metro Developers Co. and Waheguru Developers and Mr. Prakash Kutty Poojary & Mrs. Vijaya Prakash Poojary bearing registration no. KRL-5/5587/2015 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.
9. A copy of registered Agreement for Providing Permanent Alternate Accommodation dated on 9<sup>th</sup> October 2015 executed by and between Metro Developers Co. and Waheguru Developers and Mrs. Javerben Lalji Chhadwa bearing registration no. KRL-5/5463/2015 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.
10. A copy of registered Agreement for Providing Permanent Alternate Accommodation dated on 9<sup>th</sup> November 2015 executed by and between Metro Developers Co. and Waheguru Developers and Mr. Parasmal Ambalalji Jain & Mr. Mahesh Parasmal Jain bearing registration no. KRL-5/5543/2015 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.
11. A copy of the registered Undertaking Cum Indemnity Bond dated 25<sup>th</sup> July 2016 executed by M/s. Metro Developers Co. through its partner Mr. Bherulal Parmar, bearing registration no. KRL-5/7616/2015 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.
12. A copy of the registered Comprehensive Indemnity Bond dated 16<sup>th</sup> April 2016 executed by M/s. Metro Developers Co. through its partner Mr. Bherulal Parmar to The Municipal Commissioner bearing registration no. KRL-1/3934/2016 registered at the office of the Sub-Registrar of Assurances at Kurla - 1.
13. A copy of the registered Comprehensive Undertaking dated 16<sup>th</sup> April 2016 executed by M/s. Metro Developers Co. through its partner Mr. Bherulal Parmar to The Municipal Commissioner, bearing registration no. KRL-5/3566/2016 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.
14. A copy of the registered Comprehensive Undertaking dated 18<sup>th</sup> April 2016 executed by M/s. Metro Developers Co. through its partner Mr. Bherulal Parmar to The Municipal





Commissioner, bearing registration no. KRL-5/2505/2016 registered at the office of the Sub-Registrar of Assurances at Kurla - 5.

15. A copy of the registered Supplemental Agreement dated 15<sup>th</sup> June 2017 executed by and between M/s. Waheguru Developers and M/s. Metro Developers Co. bearing registration No. KRL-1/5794/2017 registered at the office of the Sub-Registrar of Assurances at Kurla - 1.
16. A copy of the Title Search Report dated 30<sup>th</sup> June 2017 addressed to Solomon & Co. from the search clerk Mr. Ashish Javeri.
17. A copy of the Property card dated 3<sup>rd</sup> May 2015 bearing CTS No. 457 admeasuring 702.3 square meters.
18. A copy of Deed of Partnership dated 1<sup>st</sup> August 2012 executed by and between Mr. Suresh Champalal Jain and Mr. Bherulal Parmar.
19. A copy of Deed of Admission of Partnership dated 20<sup>th</sup> March 2014 executed by and between the continuing partners Mr. Suresh Champalal Jain, Mr. Bherulal Parmar, Mr. Manoj Laxmilal Kothari, Mr. Hitesh Suresh Jain and the Incoming partner G. C. Jain Developers Pvt Ltd.
20. A copy of Supplementary Deed of Partnership dated 19<sup>th</sup> September 2015 executed by and between Mr. Suresh Champalal Jain, Mr. Bherulal Parmar, Mr. Manoj Laxmilal Kothari, Mr. Hitesh Suresh Jain and Metro Lifescapes Private Limited.
21. A copy of No-Objection Certificate dated 13<sup>th</sup> April 2016 from Assisstant Assessor & Collector (MW) to Mr. Bherulal B. Parmar bearing reference no. AA&C/MW/5427/2015-16 and AA&C/MW/NOC/04/2016-17 with respect to the payment of property taxes.
22. A copy of No-Objection Certificate dated 3<sup>rd</sup> December 2014 from Assisstant Assessor & Collector (M/W) Ward to Mr. Bherulal B. Parmar bearing reference no. AA&C/MW/2244/2014-15 and AA&C/MW/NOC/08/2014-15 with respect to the payment of property taxes.



23. A copy of the receipt dated 28<sup>th</sup> January 2016 bearing no. 6612677 issued by Brihanmumbai Mahanagar Palika (Assessment and Collection Department) in the name of Shri. L.V. Gadkari.
24. A copy of the receipt dated 17<sup>th</sup> February 2017 bearing no. 4630471 issued by Brihanmumbai Mahanagar Palika (Hydraulic Engineer's Department) in the name of M/s Metro Developers Co.
25. A copy of Intimation of Disapproval dated 13<sup>th</sup> May 2016 issued by Municipal Corporation of Greater Mumbai to M/s. Metro Developer Co.
26. A copy of the letter undated from Municipal Corporation of Greater Mumbai to Uday Dighe & Associates Architects bearing reference no. CE/6800/BPES/AM and CHE/ES/1736/M/W/337(New) with respect to the approval of the amended plans.
27. A copy of the Commencement Certificate dated 27<sup>th</sup> April 2017 issued by Municipal Corporation of Greater Mumbai to M/s. Metro Developers Co.
28. A copy of the letter dated 2<sup>nd</sup> May 2017 by Uday Dighe and Associates with respect to obtaining of the Commencement Certificate issued by Municipal Corporation of Greater Mumbai to M/s. Metro Developers Co.

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## ANNEXURE - B

SOLOMON & CO.  
ADVOCATES & SOLICITORS,  
KOHINOOR NIWAS CHSL,  
8<sup>TH</sup> FLOOR, 'B' WING,  
24<sup>TH</sup> ROAD, KHAR (WEST),  
MUMBAI - 400052,  
MAHARASHTRA, INDIA.

**Re:** Property situated at Village Chembur,  
Taluka Kurla, bearing Plot No.1/1-A of  
Suburban Scheme No.III, CTS No.457.  
Admeasuring:- 702.3 Sq.mts.  
**AS PER PROPERTY REGISTER CARD.**

-----  
**HOLDERS :**

M/S. WAHEGURU DEVELOPERS.  
**AS PER PROPERTY REGISTER CARD.**

Sir,

As per your Instructions, I have taken the Search of  
abovementioned Property at Mumbai, Bandra, Chembur & Kurla-1 to 6  
Sub-Registrar Offices from Year 1965 to 2017 (53 Years).

While taking searches, I have found documents  
Registered/Indexed therein. (Please see inside page.)

I have also taken the inspection of Property Register  
Card of CTS No.457, Admeasuring:- 702.3 Sq.mts., standing on the  
name of M/s. Waheguru Developers as Holders, as per Two Separate  
Deeds of Conveyances dated 31.12.2010 & 31.10.2010, made between  
Jagdish Vitthal Kalgutkar, Suresh Vitthal Kalgutkar, Ashwini Ajit  
Ambekar, Mohini Sadanand Kalgutkar for self & C/A for Amita  
Sanjeev Naik nee Amita Sadanand Kalgutkar & Archana Vikram Arora  
nee Archana Sadanand Kalgutkar, Umesh Sadanand Kalgutkar, Kalpana  
Pravin Mondkar & Prabha Harish Israni as the Vendors of the First  
Part and said Singh Saini - Partner of M/s. Waheguru Developers  
as the Purchaser of the Other Part, both found Registered with  
the Sub-Registrar Office of Kurla-1 under Serial Nos.KRL-  
1/1057/2011 & KRL-1/3807/2011 on dated 25.01.2011 & 07.04.2011  
respectively.

-2//



I also do not found any lien encumbrance over said Property.

  
ASHISH JAVERI  
30<sup>TH</sup> JUNE, 2017.





AT MUMBAI SUB-REGISTRAR OFFICE

1965

SUBJECT TO TORN PAGES

1966

TO

1974

NIL

1975 DEED OF CONVEYANCE

DATE: 29.11.1974

Rs.36,120/-

REGN: 06.03.1975

1. Jagannath Ramchandra Chemburkar.

SERIAL NO.

2. Rupeshkumar Gajanan Chemburkar.

S/4242/1974

3. Yashwant Ramchandra Chemburkar.

4. Vinayak Gajanan Chemburkar.

5. Hemantkumar Gajanan Chemburkar.

6. Alka Sadanand Jambolikar nee Alka Jagannath Chemburkar.

7. Vaishali Surendra Kabir nee Raksha Jagannath Chemburkar.

8. Kiran Jagannath Chemburkar.

9. Jayashree Jagannath Chemburkar.

To

1. Laxman Umajee Gadakri.

2. Sadanand Bhikaji Kalgutkar.

3. Vitthal Bhikaji Kalgutkar.

SCHEDULE : LAND

CTS No.457,

Suburban Scheme No.III,

Admeasuring:- 702.34 Sq.mts.

1976

NIL

1977

TO

1985

SUBJECT TO TORN PAGES

1986

TO

2005

NIL & PARTLY TORN PAGES



2006

TO

2016

NIL

2017

INDEX-II NOT YET PREPARED

AT BANDRA SUB-REGISTRAR OFFICE

1965

TO

1970

NIL

1971

TO

1973

SUBJECT TO TORN PAGES

1974

TO

1976

NIL

1977

TO

1985

SUBJECT TO TORN PAGES

1986

TO

1994

NIL & PARTLY TORN PAGES

AT CHEMBUR SUB-REGISTRAR OFFICE

1995

TO

2001

NIL & PARTLY TORN PAGES





AT KURLA-1 TO 6 SUB-REGISTRAR OFFICES

2002

TO

2010

WIE

2011 DEED OF CONVEYANCE

DATE: 31.12.2010

Rs.4,30,00,000/-, M.V.Rs.1,04,88,000/-

REGN: 25.01.2011

1. Jagdish Vitthal Kalgutkar,

SERIAL NO.

2. Suresh Vitthal Kalgutkar.

KRL-1/1057/2011

3. Ashwini Ajit Ambekar.

4. Mohini Sadanand Kalgutkar for self & C/A for Amita Sanjeev Naik nee Amita Sadanand Kalgutkar & Archana Vikram Arora nee Archana Sadanand Kalgutkar.

5. Umesh Sadanand Kalgutkar.

6. Kalpana Pravin Mondkar.

To

Singh Saini - Partner of M/s. Waheguru Developers.

SCHEDULE : Plot No.1/1-A, Suburban Scheme No.III,  
CTS No.457,

Admeasuring:- 840 Sq.yds i.e. 703 Sq.mts.

In respect of 2/3 undivided Share in this Property.

2011 DEED OF CONVEYANCE

DATE: 31.10.2010

Rs.2,15,00,000/-, M.V.Rs.52,44,000/-

REGN: 07.04.2011

Prabha Harish Israni.

SERIAL NO.

To

KRL-1/3807/2011

Singh Saini - Partner of M/s. Waheguru Developers.

SCHEDULE : Plot No.1/1-A, Suburban Scheme No.III,  
CTS No.457,

Total Admeasuring:- 840 Sq.yds i.e. 703 Sq.mts.

In respect of 1/3 undivided Share in this Property.



2012  
TO  
2013  
NIL

**2014 DEVELOPMENT AGREEMENT**

DATE: 17.07.2014

Rs.0/-, M.V.Rs.2,87,40,000/-

REGN: 17.07.2014

M/s. Waheguru Developers through Partners -  
Gurudipkaur Saini &  
Mukhtiyar Singh Saini.

SERIAL NO.

KRL-1/6112/2014

To

M/s. Metro Developers Co. through Partner -  
Bherulal B. Parmar & Suresh C. Jain.

**SCHEDULE : LAND & SPACE**

Plot No.1/1-A, Suburban Scheme No.III,

CTS No.457,

Admeasuring:- 702.3 Sq.mts.

**2014 POWER OF ATTORNEY**

DATE: 17.07.2014

REGN: 17.07.2014

M/s. Waheguru Developers through Partners -  
Gurudipkaur Saini &  
Mukhtiyar Singh Saini.

SERIAL NO.

KRL-1/6113/2014

To

M/s. Metro Developers Co. through Partner -  
Bherulal B. Parmar & Suresh C. Jain.

**SCHEDULE** : CTS No.457,

Power of Attorney in respect of Document bearing  
No.KRL-1/6112/2014.

**2014 POWER OF ATTORNEY**

DATE: 14.07.2014

REGN: 17.07.2014

M/s. Metro Developers Co. through Partner -  
Bherulal B. Parmar & Suresh C. Jain.

SERIAL NO.

KRL-1/6114/2014

To

M/s. Waheguru Developers through Partners -  
Gurudipkaur Saini & Mukhtiyar Singh Saini.

**SCHEDULE** : CTS No.457





**2014 POWER OF ATTORNEY**

DATE: 14.07.2014

REGN: 17.07.2014

M/s. Waheguru Developers through Partners - SERIAL NO.

Guradipkaur Saini & KRL-1/6115/2014

Mukhtiyar Singh Saini.

To

M/s. Metro Developers Co. through Partner -

Bherulal B. Parmar & Suresh C. Jain.

SCHEDULE : CTS No.457.

**2016 AFFIDAVIT**

DATE: 18.03.2016

REGN: 19.03.2016

M/s. Metro Developers Co. through Partner - SERIAL NO.

Bherulal B. Parmar. KRL-5/2505/2016

SCHEDULE : CTS No.457.

**2016 AFFIDAVIT**

DATE: 13.04.2016

REGN: 13.04.2016

M/s. Metro Developers Co. through Partner - SERIAL NO.

Bherulal B. Parmar. KRL-5/3566/2016

SCHEDULE : CTS No.457.

**2016 AFFIDAVIT**

DATE: 16.04.2016

REGN: 16.04.2016

M/s. Metro Developers Co. through Partner - SERIAL NO.

Bherulal B. Parmar. KRL-5/3934/2016

SCHEDULE : CTS No.457.

**2016 AFFIDAVIT**

DATE: 25.07.2016

REGN: 25.07.2016

M/s. Metro Developers Co. through Partner - SERIAL NO.

Bherulal B. Parmar. KRL-5/7616/2016

SCHEDULE : CTS No.457,

Plot No.1/1A.

