

Vishwas M. Kulkarni

B.Com. LL.B.
Advocate High Court

Tel. No. 2540 88 29

Office : A/501, Raunak Towers, B. P. D. Lane, off Gokhale Road, Naupada, Thane (W) Pin-400 602.

TO WHOMSOEVER IT MAY CONCERN

I. At the instruction of my client, M/S. ASHTASIDDHI CONSTRUCTION PVT. LTD., a Company, registered under the provisions of the Companies Act, 1956 and having its office at 103, Shree Vallabh Apartment, LokmanyaTilak Road, Hanuman Chowk, Mulund (E) Mumbai 400 081, , I have investigated the title of (a) Attic Co-operative Housing Society, a Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Housing Societies Act, 1960 bearing Registration No. BOM/ HSG /5414/ 1978 having its registered office at Deepak Building, Navghar Road, Mulund (E), Mumbai 400081, (hereinafter referred to as 'the First Owners'), to the property more particularly described in the First Schedule hereunder written (hereinafter referred to 'the said First Property') and (b) 1. Shri Suhas Manohar Kulkarni, 2. Shri Sudhir Manohar Kulkarni, 3.Smt. Varsha Vilas Kulkarni, 4.Shri. Sandesh Vilas Kulkarni and 5.Mrs. Sonali Sandip Khopkar (hereinafter collectively referred to as "the Second Owners") to the property more particularly described in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property').

II. I have caused searches to be taken at the Office of Sub-Registrar of Assurance, Mulund/Kurla for a period of 34 years and have not found any adverse entry in respect of the said First Property and the said Second Property. However, on perusal of search reports, it appears that some Index of the documents registered are torn and some Index being not ready. It must be, therefore, made clear that this Opinion as regards title is subject to the limitations mentioned in Search Reports. I have perused the documents of title alongwith Declaration dated 18/08/2018 executed by my Clients in respect of the said First and Second Property more particularly described in the First and Second Schedule respectively hereunder written. I have also issued Public Notice in the newspapers viz. Sakal & Free Press Journal on 21/06/2018 in respect of the said First Property and the said Second Property and invited objections and/or claims, if any, from the persons having and/or claiming any share, right, title or interest in the said First Property and the said Second Property. In pursuance of the said Public Notices, I haven't received any claims or objections in respect thereof.

III. On perusal of the Title Documents, it appears that :

[A] (a) By virtue of Deed of Conveyance dated 16/07/1985 (hereinafter referred to as "the said First Deed of Conveyance") made and executed by and between (1) Shri Ladhahbai Vishram Patel, (2) Gangadas Ratansi Patel, (3) Lalji Ratansi Patel, (4) Dahyalal Kanji Patel, (5) Bhanji Nathu Patel and

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(6) Vishram Mavji Patel, partners of M/s. Deepak Corporation, a partnership firm registered under the provisions of Partnership Act, 1932, therein referred to as the Vendors of the one part and the First Owners therein referred to as the Purchaser of the other part, the Vendors therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendors therein, the plot of land bearing Survey No.66, Hissa No.2 Part, City Survey No.831, Tika No.110 of Kurla Division admeasuring about 647.064 sq.mtrs. , situate, lying and being at village Navghar, Mulund, Taluka Kurla, District Mumbai (hereinafter referred to as 'the said First Plot') together with the building standing thereon known as "Deepak" comprising of Ground + 3 upper floor along with a terrace on the top floor and forming part of Attic Co.op. Housing Soc. Ltd. (hereinafter referred to as 'the said Deepak Building') more particularly described in the First Schedule thereunder written and the same being described in the First Schedule hereunder written at or for the consideration and upon the terms and conditions contained therein. The said First Deed of Conveyance is registered with the office of Sub-Registrar of Assurances at Kurla under Sr.No.2447/1985.

(b) In the premises aforesaid, the First Owners are the owners of the said First Property.

[B] (a) by and under Deed of Conveyance dated 22/04/1954 (hereinafter referred to as 'the said Second Deed of Conveyance') made and executed by and between Shri Laxman Govind Vinze & Others therein referred to as the Vendors of the one part and Shri Manohar Yashwant Kulkarni (hereinafter referred to as 'the said Manohar') therein referred to as Purchaser of the other part, the Vendors therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendors therein, land bearing Old S.No.140 A, Hissa No.3(p), New CTS No.832 admeasuring 1061.2 sq.mtrs. situate at Mulund, Taluka Kurla, District Mumbai (hereinafter referred to as 'the said Second Plot') at or for the consideration and upon the terms and conditions contained therein. The said Second Deed of Conveyance is registered with the Office of the Sub Registrar of Assurances at Thane under Sr. No.118.

(b) the said Manohar constructed a building known as Manisha Building comprising of two wings consisting of ground plus one upper floor and another wing consisting of ground plus three upper floors respectively on the said Second Plot in accordance with the plans sanctioned by Bombay Municipal Corporation (hereinafter referred to as 'the said Manisha Building'). The said Second Plot together with the said Manisha Building hereinafter referred to as 'the said Second Property', more particularly described in the Second Schedule hereunder written.

(c) the said Manohar died intestate on 15/05/1993 leaving behind him his wife, Smt. Malti Manohar Kulkarni and three sons i.e. the Second Owners No.1 and 2 and Shri Vilas Manohar Kulkarni (hereinafter referred to

as 'the said Vilas') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

(d) the said Smt. Malti Manohar Kulkarni died intestate on 25/07/2005 leaving behind her three sons i.e. the Second Owners No.1 and 2 and the said Vilas as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of her death.

(e) by and under Development Agreement dated 21/12/2006 (hereinafter referred to as 'the said First Agreement') made and entered into by and between the said Second Owners No.1 and 2 alongwith the said Vilas therein referred to as the Owners of the first part, 1) Smt. Shobhana Suhas Kulkarni, 2) Smt. Varsha Vilas Kulkarni i.e. the Second Owners No.3, 3) Mr. Sandesh Vilas Kulkarni i.e. the Second Owners No.4, 4) Mrs. Sonali Sandeep Khopkar i.e. the Second Owners No.5, 5) Smt. Seema Sudhir Kulkarni and 6) Mr. Amol Sudhir Kulkarni (hereinafter collectively referred to as 'the said Kulkarnis') therein referred to as the Confirming Party of the Second Part and my client therein referred to as the Developers of the Third Part, the Owners therein, with the consent and knowledge of the Confirming Parties therein, granted in favour of the Developers therein and the Developers therein acquired from the Owners therein the development rights in respect of the said Second Property by demolishing the said Manisha Building standing thereon and constructing a new building in stead thereof at or for the consideration and upon the terms and conditions contained therein. The said First Agreement is registered with the Office of the Sub Registrar of Assurances at Kurla-2 (Vikhroli) under Sr. No.912/2007 on 14/02/2007;

(f) pursuant to the said First Agreement, the Second Owners No.1 and 2 alongwith the said Vilas have also executed Power of Attorney of even date (hereinafter referred to as 'the said First POA') in favour of the persons nominated by my client to enable them to do all acts, deeds, matters and things for and in respect of the re-development of the said Second Property as contained therein. The said First POA is registered with the office of the Sub-Registrar of Assurances at Kurla 4 under No.BDR7-00913/2007 on 14/02/2007;

(g) pursuant to the said First Agreement, the said Kulkarnis also have executed Power of Attorney of even date (hereinafter referred to as 'the said Second POA') in favour of the persons nominated by my client to enable them to do all acts, deeds, matters and things for and in respect of the re-development of the said Second Property as contained therein. The said Second POA is registered with the office of the Sub-Registrar of Assurances at Kurla 2 under No.914/2007 on 14/02/2007;

(h) by Supplementary Agreement dated 30/01/2009 made and entered into by and between the said Second Owners No.1 and 2 alongwith the said Vilas therein referred to as the Owners of the first part and my client therein referred to as the Developers of the Second Part, the Owners therein

allowed the Developers to amalgamate the said second property with the said first property.

(i) the said Vilas died intestate on 05/02/2011 leaving behind him the Second Owners No.3, 4 and 5 as his only legal heirs in accordance with the provisions of the Succession Act by which he was governed at the time of his death;

(j) in the premises aforesaid, the Second Owners No.3, 4 and 5 became entitled to the said Second Property alongwith the Second Owners No.1 and 2.

[C] (a) by a Development Agreement dated 31/03/2017, registered with the office of the Sub-Registrar of Assurances at Kurla 4 under Sr.No.4272/2017 on 27/04/2017 (hereinafter referred to as 'the said Second Agreement'), executed by and between the First Owners therein referred to as the Owners/Society of the First Part, (1) Shree Narayan Seva Mandal, (2) Mr. S. G. Haldankar, (3) Shri Ashok Velji Jethva, (4) Mr. K. S. Dand, (5) Mrs. Lalitha Sachidanand Kotian, (6) Mr. N. A. Kunder, (7) M/s. Ashtasiddhi Constructions Pvt. Ltd. i.e. my client, (8) Mr. Tolentino Sebastian D'souza, (9) Bharat Bijlee Co. Ltd., (10) Mr. Piyush V. Salia and Mr. Vasant G. Salia, (11) Mr. S. S. Kotian, (12) Mr. Jay Vasant Salia and Mrs. Pushpa Vasant Salia and (13) Mrs. M. R. Naik, therein referred to as Existing Members of the Second Part and my client therein referred to as the Developers of the Third Part, the Society therein, with the consent and knowledge of the Existing Members therein, granted to the Developers therein the re-development rights in respect of the said First Property at or for the consideration and upon the terms and conditions therein stated;

(b) pursuant to the said Second Agreement, the First Owners has also executed Power of Attorney dated 27/04/2017 (hereinafter referred to as 'the said Third POA') in favour of the persons nominated by my client to enable them to do all acts, deeds, matters and things for and in respect of the re-development of the said First Property as contained therein. The said Third POA is registered with the office of the Sub-Registrar of Assurances at Kurla 4 under Sr. No.4273/2017;

[D] By virtue of the said First Agreement and the said First and Second POA, my client is entitled to redevelop the said Second Property by demolishing the said Manisha Building and by virtue of the said Second Agreement and the said Third POA, my client is entitled to redevelop the said First Property by demolishing the said Deepak Building and instead constructing a new building thereon as per the plans to be sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as 'the Corporation');

[E] In view of the above, I hereby state that in my opinion subject to limitations mentioned in Search Reports and what is stated hereinabove 1) title of the First Owners to the said First Property is clear, marketable and

free from all encumbrances and 2) the title of the Second Owners to the said Second Property, subject to getting their names mutated in all the requisite revenue records pertaining to the said Second Property, is clear, marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:

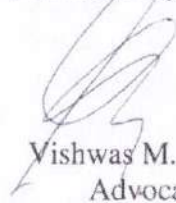
ALL THAT piece or parcel of land bearing Survey No.66, Hissa No.2 Part, City Survey No.831, Tika No.110 of Kurla Division admeasuring about 647.064 sq.mtrs. or thereabouts together with the structure standing thereon comprising of ground + three upper floors known as "Deepak" forming part of Attic Co.op. Housing Soc. Ltd. situate, lying and being at village Navghar, Mulund, Taluka Kurla, District Mumbai in the Registration District and Sub-District of Assurances at Mulund and within the local limits of Mumbai Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land bearing Survey No.140A, HissaNo.3(P), New City Survey No.832 admeasuring 1061.2 sq.mtrs. or thereabouts together with the structure standing thereon comprising of two wings, one consisting of ground + one upper floor and other consisting of ground + three upper floors known as "Manisha" situate, lying and being at village Navghar, Mulund, TalukaKurla, District Mumbai in the Registration District and Sub-District of Assurances at Mulund and within the local limits of Mumbai Municipal Corporation.

Dated this 24th August, 2018.

Yours faithfully,



Vishwas M. Kulkarni
Advocate