

AVV AT 2-32
To,
M/s. Suvasya Builders and Developers LLP,
312, Swastik Disa Corporate Park,
Opp. Shreyas Cinema, L B S Marg,
Ghatkopar West,
Mumbai 400 086

# REPORT ON TITLE

Re.: All that piece and parcel of land bearing Survey No. 113 (part) and City Survey No.352 (part) admeasuring 809.05 square metres or thereabouts (hereinafter referred to as the "said Land") forming an undivided part of City Survey No. 352 alongwith tit bit land admeasuring 76.55 square metre and the building standing on the said Land known as Building No. 8 (now demolished) (hereinafter referred to as the "said Building"), situate lying and being at Tagore Nagar, Vikhroli (East) in the registration sub-district of Bandra and Bombay Suburban District. The said Land and the said Building are hereinafter collectively referred to as the "said Property".

We have been instructed to issue a Report on Title in respect of the said Property. For that purpose, we have relied on the (i) papers and documents ad made available to us and (ii) Search Report dated February 6, 2020 issued by Vishwas Daware, Search Clerk for searches carried out in the office of the Sub-Registrar of Assurances in respect of the said Property.

#### A. Documents perused

For the purpose of this Report on Title, we have been furnished with the belowmentioned documents:

- a) Photocopy of the Registration Certificate bearing No. BOM/HSG/1850/86-87 dated August 18, 1986 issued under the provisions of the Maharashtra Cooperative Housing Societies Act, 1960;
- Photocopy of Indenture of Lease dated January 25, 1996 and executed by and between Maharashtra Housing and Area Development Authority and Tagore Nagar Saibaba Co-operative Housing Society Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. PBDR-3/161/96;
- c) Photocopy of Sale Deed dated January 25, 1996 and executed by and between Maharashtra Housing and Area Development Authority and Tagore Nagar Saibaba Co-operative Housing Society Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. PBDR-3/158/96;
- d) Photocopy of Development Agreement dated May 8, 2018, executed by and between (a) Tagore Nagar Saibaba Co-operative Housing Society Limited (b) (i) Purankumar Heeralalji Sain & 31 Ors. and M/s. Suvasya Builders and

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Developers LLP, and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-4/10617 of 2018;

Photocopy of Power of Attorney dated August 27, 2018, and registered with the
office of the Sub-Registrar of Assurances under Serial No. KRL-4/10619/2018
executed by Tagore Nagar Saibaba Co-operative Housing Society Limited, in
favour or (i) M/s. Suvasya Builders and Developers LLP, (ii) Dinesh N. Shah, (iii)
Harsh K Vagrecha;

Photocopy of Property Register Card dated July 27, 2018 in respect of CTS No. 352:

 Photocopy of Offer Letter dated March 17, 2018, bearing Reference No. CO/MB/REE/NOC/F-998/500/2018 issued by the Maharashtra Housing and Area Development Authority;

 Photocopy of Letter dated April 24, 2019 bearing Reference No. CO/MB/REE/NOC/F-998/611/2019 issued by the Maharashtra Housing and Area Development Authority;

 Photocopy of Intimation of Approval (IOA) for Zero FSI dated June 1, 2019 bearing Reference No. EE/BP Cell/GM/MHADA-8/317/2019 issued by the Maharashtra Housing and Area Development Authority;

 Photocopy of Offer Letter dated June 15, 2019, bearing Reference No. CO/MB/REE/NOC/F-998/875/2019 issued by the Maharashtra Housing and Area Development Authority;

 Photocopy of Commencement Certificate dated December 2, 2019 bearing Reference No. MH/EE/BP/GM/MHADA-8/317/2019 issued by the Maharashtra Housing and Area Development Authority;

 Photocopy of Revised Offer Letter dated December 12, 2019 bearing Reference No. CO/MB/REE/NOC/F-998/1781/2019 issued by the Maharashtra Housing and Area Development Authority;

- Photocopy of Indemnity Bond dated May 17, 2019 executed by the M/s. Suvasya Builders and Developers LLP and registered with the office of the Sub-Registrar of Assurances under Serial No. K-5/6742/2019;
- Photocopy of Indemnity Bond dated November 28, 2019 executed by M/s. Suvasya Builders and Developers LLP and registered with the office of the Sub-Registrar of Assurances under Serial No.K-5/15775/2019;
- Photocopy of Indemnity Bond dated November 28, 2019 executed by Tagore Nagar Saibaba Co-operative Housing Society Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. K-5/15777/2019;
- Photocopy of Indemnity Bond dated December 6, 2019 executed by Tagore Nagar Saibaba Co-operative Housing Society Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. K-5/16163/2019

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# B. Title Flow

- On perusal of the Indenture of Lease dated January 25, 1996 (detailed and recited hereinbelow in Para 3), it inter-alia appears that:
  - a) Maharashtra Housing Board ("Board"), as established under the Maharashtra Housing Board Act, 1948 was the owner and seized and possessed off or otherwise well and sufficiently entitled to all that piece and parcel of sub-divided land bearing Survey No. 113 (part) and City Survey No.352 (part) admeasuring 809.05 square metres or thereabouts situate lying and being at Tagore Nagar, Vikhroli (East) in the registration sub-district of Bandra and Bombay Suburban District (hereinafter referred to as the "said Land"). We have not perused any order of sub-division whereby City Survey No. 352 (part) admeasuring 809.05 square metres came to be sub-divided from City Survey No. 352;
  - b) The Board constructed a building on the said Land being building bearing No. 8 (hereinafter referred to as the "said Building"). The said Land alongwith the said Building, shall hereinafter, unless referred to individually, be collectively referred to as the "said Property";
  - c) Maharashtra Housing and Area Development Authority (hereinafter referred to as the "Authority") was constituted with effect from December 5, 1977 vide Government Notification by the Public Works and Housing Development bearing No. ARD/1077(1)/Desk-44 and the Board, stood dissolved by operation of Section 15 of the Maharashtra Housing Board Act, 1948 (hereinafter referred to as the "MHAD Act");
  - In terms of Clause 189 (a) and (b) of the MHAD Act, all the property, rights, liabilities and obligations of the Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of the Authority;
  - e) In view thereof, the said Property became the property of the Authority and all the rights liabilities and obligations of the Board as aforesaid in relation to the said Property became the rights liabilities and obligations of the Authority.
- The allottees of the said Building formed themselves into a Co-operative Housing Society viz. Tagore Nagar Saibaba Co-operative Housing Society Limited (hereinafter referred to as the "said Society") and registered the same under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing registration No. BOM/HSG/1850/86-87 dated August 18, 1986.
- 3. By and under an Indenture of Lease dated January 25, 1996 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Lessor of the One Part and Tagore Nagar Saibaba Co-operative Housing Society Limited, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. PBDR-3/161/96, the Authority demised by way of lease unto the Society, the said Land, for a period of Ninety Ning.

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- (99) years commencing from April 1, 1980, at or for the yearly rent and subject to the terms and conditions contained therein.
- 4. By and under a Sale Deed dated January 25, 1996 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Lessor of the One Part and Tagore Nagar Saibaba Co-operative Housing Society Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. PBDR-3/158/96, therein referred to as the Lessee of the Other Part, the Authority conveyed, granted and assured unto the Society, by way of sale, the said Building, at for the consideration and in the manner contained therein.
- A Special General Body Meeting of the Society was held on July 24, 2016, wherein it
  was unanimously resolved that M/s. Suvasya Builders and Developers LLP would be
  appointed as the developer to redevelop the said Property.
- By and under a Development Agreement dated May 8, 2018 ("Development Agreement\*), executed by and between (a) Tagore Nagar Saibaba Co-operative Housing Society Limited, therein referred to as the Society of the First Part, (b) (i) Purankumar Heeralalji Sain & Kusum Purankumar Sain, (ii) Sanjay Kunjan Nair, (iii) Manojkumar Ishwarlal Panchal, (iv) Rahul Rajendra Jain (v) Shakuntala Pushottamlal Sharma (through one of her constituted attorney viz. Amar Sharma) (vi) Pravin Manilal Thakkar, (vii) Satyanarayan Shasadave Patra, (viii) Arun Harendra Shah, (ix) Indiraben R. Doshi & Hitesh Rasiklal Doshi, (x) Shashikant N. Thorat and Rajesh Namdev Thorat, (xi) Pravin Popatlal Shah, (xii) Jethibai Popatlal Pasad, (xiii) Manjula Dhuralal Panchal, (xiv) Suresh Hargovandas Panchal, (xv) Manish Krishna Sable (through his constituted attorney Satish K. Sable), (xvi) Pravinkumar Popatlal Satra, (xvii) Tanay Prayesh Parikh (through his constituted attorney Prafulchandra Parikh), (xviii) Prayesh Prafulchandra Parikh (through his constituted attorney Sudhaben Parikh), (xix) Sudha Prafulchandra Parikh, (xx) Dharmesh Shantaram Raut & Hemant Shantaram Raut, (xxi) Vidhyadhar Rudrappa Borade, (xxii) M.P. (name striked out), (xxiii) Dharmesh Velji Rita, (xxiv) Nitin Velii Rita, (xxv) Satish Krishna Kambli, (xxvi) Supriya Satish Kambli, (xxvii) Bhanuprasad Ganpatfal Joshi, (xxviii) Bhavesh Bhanuprasad Joshi, (xxix) Tirathprasad Mohanram Pandey, (xxx) Deepak Pranlal Kakrecha, (xxxi) Ramesh Atmaram Ware and (xxxii) Pravin Dhayabhai Panchal, therein referred to as Existing Members of the Second Part (hereinafter referred to as the "Existing Members"), and M/s. Suvasya Builders and Developers LLP, therein referred to as the Developer of the Third Part (hereinafter referred to as the "Developer"), and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-4/10617 of 2018, the Society granted to the Developer, sole and exclusive development/re-development rights to carry out and complete the development/redevelopment in respect of said Land together with the adjoining tit bit land areas and the said Building viz. Building No. 8 comprising of ground + 3 upper floors having 32 tenements/flats, at or for the consideration and subject to the

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terms and conditions therein contained.On perusal of the Development Agreement dated May 8, 2018, we inter-alia note that:

- We note that even though one Aruna Harendra Shah, being one of the Existing Members, has been named as a party to the Development Agreement, she has not executed the Development Agreement;
- b) Further, we note that one of the Existing Members, viz. Shakuntala Purshottamlal Sharma executed the Development Agreement through one of her constituted attorney viz. Amar Sharma. On perusal of the Power of Attorney dated December 6, 2017, we note that Amar Sharma was not severally empowered to execute the Development Agreement;
- c) Further, we note that one of the Existing Members, viz. Manish Sable executed the Development Agreement through his constituted attorney viz. Satish K. Sable. On perusal of the Power of Attorney dated November 29, 2017, we note that Satish K. Sable was not specifically empowered to execute any Development/Redevelopment Agreement.
- 7. By and under a Power of Attorney dated August 27, 2018, and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-4/10619/2018 ("Power of Attorney"), Tagore Nagar Saibaba Co-operative Housing Society Limited, nominated, constituted and appointed, (i) M/s. Suvasya Builders and Developers LLP, (ii) Dinesh N. Shah, (iii) Harsh K Vagrecha, being nominees of the Developer, jointly and severally, as their Constituted Attorneys to do the acts, deeds, matters and things as described therein in respect of the said Property.
- In view of the foregoing, the Developer came to be entitled to develop the said Property in terms of the Development Agreement and the Power of Attorney.
- Further, we have been informed by the Developer that there are no litigation/s initiated and/or pending and/or threatened in any Court of Law, authority, Tribunal, etc. and/or any lis-pendens filed by or against the Developer and/or the Society and/or in respect of the said Property.
- Further, we have been informed by the Developer that there is no charge, lien, mortgage, adverse right or other prejudicial circumstances affecting the said Property.

#### C. Revenue Records

We have been furnished with a copy of Property Register Card dated July 27, 2018 in respect of CTS No. 352, of which the said Land forms a part of. On perusal thereof, we note that the name of the said Society is reflected therein as the lessee in respect of an area admeasuring 809.05 square metres and the tenure of the said Land is reflected therein as H-1 viz. lands held by Maharashtra Housing Boards.

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Mulla House, 4th Floor, 51, M. G. Road, Fort, Mumbai - 400001 • Phone: 022 4507 7777 • Email: contact@lexiconlaw.in



# D. Permissions and Approvals

- 11. We have been furnished with a copy of Offer Letter dated March 17, 2018, bearing Reference No. CO/MB/REE/NOC/F-998/500/2018 issued by the Authority and addressed to the Society in respect of the said Land, whereby the Society's proposal for utilization of additional buildable area in respect of the said Land was approved subject to payment of premiums and on the terms and conditions set out therein.
- 12. We have been furnished with a copy of Letter dated April 24, 2019 bearing Reference No. CO/MB/REE/NOC/F-998/611/2019 issued by the Authority, whereby the Authority granted its no-objection for construction to be undertaken, as per the proposal of the Society subject to payment of premium and as per the terms and conditions contained therein.
- 13. We have been furnished with a copy of the Intimation of Approval (IOA) for Zero FSI dated June 1, 2019 bearing Reference No. EE/BP Cell/GM/MHADA-8/317/2019 issued by the Authority and addressed to the said Society, whereby zero FSI was approved in respect of building or work proposed to be erected or executed on the said Land, under Section 45(1)(ii) of the Maharashtra Regional Town Planning Act, 1966 subject to the terms and conditions therein contained and is valid upto May 31, 2020
- 14. We have been furnished with a copy of Offer Letter dated June 15, 2019, bearing Reference No. CO/MB/REE/NOC/F-998/875/2019 issued by the Authority and addressed to the Society, whereby the Authority approved proposal of allotment of 76.55 square metres tit-bit land ("Tit Bit Land") and allotted the permissible FSI in that regard subject to the terms and conditions contained therein. As per the aforesaid Offer Letter, the Society was to execute a Supplementary Lease Deed with the Authority for allotment of Tit Bit Land before asking for consent for occupation certificate.
- 15. We have been furnished with a copy of the Commencement Certificate dated December 2, 2019 bearing Reference No. MH/EE/BP/GM/MHADA-8/317/2019 issued by the Authority and addressed to the said Society, whereby development permission and grant of plinth commencement certificate under Section 44 and 69 of the Maharashtra Regional Town Planning Act, 1966 for redevelopment of the said Property subject to the terms and conditions therein contained and is valid upto December 1, 2020.
- 16. We have been furnished with a copy of Revised Offer Letter dated December 12, 2019 bearing Reference No. CO/MB/REE/NOC/F-998/1781/2019 issued by the Authority, whereby the Authority approved the proposal of additional built up area to be constructed on the said Land and the Tit Bit Land subject to payment of premium and as per the terms and conditions contained therein.

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## E. Searches

We have caused searches to be conducted in the relevant office-of the Sub-Registrar of Assurances for the period from 1991 to 2020 in respect of the said Land and have been provided with Search Report dated February 6, 2020 issued by Vishwas Daware, Search Clerk in that regard. On perusal of the aforesaid Search Report, we note that save and except the documents mentioned hereinabove, the below-mentioned documents are reflected therein:

- a) Lease Deed dated January 25, 1996 and executed by and between Maharashtra Housing and Area Development Authority and Saibaba Co-operative Housing Society Limited Limited in respect of land and structure on CTS No. 352 (part) and registered with the office of the Sub-Registrar of Assurances under Serial No. PBDR-3/160/96;
- Deed of Conveyance dated January 25, 1996 and executed by and between Maharashtra Housing and Area Development Authority and Saibaba Co-operative Housing Society Limited in respect of land and structure on CTS No. 352 (part) and registered with the office of the Sub-Registrar of Assurances under Serial No. K-1/PBDR-3/159/96;
- Affidavit dated August 13, 2013 executed by M/s Samarth Krupa Developers through its Partner, Mr. Ritesh Desai in respect of CTS No. 352 (part) and registered with the office of the Sub-Registrar of Assurances under Serial No.K-4/8435/2013;
- d) Affidavit dated February 17, 2016 executed by M/s Haware Engineers & Builders Pvt. Ltd. through its Director Mr. Sanjay Kashinath Haware through Mr. Sanjay D. Mahulkar in respect of CTS No. 352 (part) and registered with the office of the Sub-Registrar of Assurances under Serial No.K-3/1313/2016;
- Mortgage Deed dated September 14, 2018 executed by M/s. L & T Housing Finance Limited and M/s Haware Engineers & Builders Pvt. Ltd. in respect of CTS No. 352 (part) and registered with the office of the Sub-Registrar of Assurances under Serial No.K-1/11121/2018;
- Indemnity Bond dated April 23, 2019 executed by M/s Shradha Landmark Private Limited in favour of Hon'ble V.P and C.E.O in respect of CTS No. 352 (part), 352/18 to 25 and registered with the office of the Sub-Registrar of Assurances under Serial No.K-4/4825/2019;
- g) Indemnity Bond dated April 23, 2019 executed by M/s Shradha Landmark Private Limited in favour of Hon'ble Vice President and C.E.O, MHADA in respect of CTS No. 352 (part), 352/18 to 25 and registered with the office of the Sub-Registrar of Assurances under Serial No.K-4/4826/2019;
- Indemnity Bond dated April 23, 2019 executed by M/s Shradha Landmark Private Limited in favour of Hon'ble Vice President and C.E.O, MHADA in respect of CTS No. 352 (part), 352/18 to 25 and registered with the office of the Sub-Registrar of Assurances under Serial No.K-4/4827/2019;

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Indemnity Bond dated April 23, 2019 executed by M/s Vighnaharta Developers in favour of MHADA in respect of CTS No. 352 (part) admeasuring 852.85 square metres and registered with the office of the Sub-Registrar of Assurances under Serial No.K-3/4904/2019;

Indemnity Bond dated May 17, 2019 executed by the Developer in respect of said Property and registered with the office of the Sub-Registrar of Assurances under

Serial No.K-5/6742/2019;

 Mortgage Deed dated November 14, 2018 executed by and between M/s Shradha Landmark Private Limited and AU Small Finance Bank Ltd. in respect of Flat No Survey No 113(pt) 602 & Others & Total 83 Unsold Flats on C.T.S. No 352(pt)/18 to 25 admeasuring 881.88 Sq Mtrs. and registered with the office of the Sub-Registrar of Assurances under Serial No.K-3/14642/2019;

Indemnity Bond dated November 28, 2019 executed by the Developer in respect of said Property and registered with the office of the Sub-Registrar of Assurances

under Serial No.K-5/15775/2019;

m) Indemnity Bond dated November 28, 2019 executed by the Society in respect of said Property and registered with the office of the Sub-Registrar of Assurances under Serial No.K-5/15777/2019;

n) Indemnity Bond dated December 6, 2019 executed by the Society in respect of CTS No. 352 (part) and registered with the office of the Sub-Registrar of Assurances under Serial No.K-5/16163/2019;

We have not been furnished with a copy of the documents mentioned hereinabove, save and except documents at Serial Nos. (j), (l), (m) and (n). We have been informed by authorized representatives of the Developer that:

The documents at Serial Nos. (a) and (b) hereinabove are duplicate copies of the Indenture of Lease and the Sale Deed (as detailed as Para 3 and 4 hereinabove);

The documents at Serial Nos. (c) to (i) and (k) are not in respect of the said Property.

We have been furnished with copies of the documents at Serial Nos. (j), (l), (m) and (n) and on perusal thereof, we understand that the same do not adversely the said Property and are in the nature of indemnities executed for the purpose of obtaining/ in pursuance of development permissions.

# **Public Notice**

We have caused public notice inviting objection as to the title of the said Society to the said Property to be issued in Free Press Journal and Navshakti Times on December 21, 2019. We have not received any objection challenging the title or right of the said Society to the said Property, till date.

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### G. Conclusion

Subject to what is stated herein, the Society is the lessee of the said Land and the Developer, in terms of the Development Agreement and Power of Attorney is entitled to develop the said Property.

#### H. General

#### A. General

- This Report on Title ("Report") merely certifies the matters expressly dealt with in the Report. The Report does not consider or certify any other questions not expressly answered in the Report.
- This Report is issued solely on the basis of the documents provided to us as mentioned in Section A above (i.e. Documents Perused) and we have no obligation to update this Report with any information or replies or documents received by us beyond the date of this Report.
- Unless specifically referred to as original in Section A, we have reviewed photocopies, electronic copies, scanned copies of the documents as listed in Section A, inter-alia evidencing the rights or interests of the relevant entry in relation to the said Property.
- In accordance with our scope of work and our qualifications:
- a) We have not visited the site/location where the said Property is situated;
- b) We are not qualified and have not independently verified the area of the said Property. We have referred to and retained the admeasurements in hectares, ares, acres, gunthas, square yards and square metres, as the case may be, as we have found them in various documents/letters;
- c) 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;
- d) We have not perused nor are we commenting upon the development plan/development plan remarks, sanctioned plans, permissions relating to development/re-development with respect to the said Property under the applicable Development Control Regulations and other prevailing laws.
- 5. We have been informed by the Developer that no notice/s has/have been issued to or served upon or received by it from the government or any other local body or authority with respect to the said Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the said Property or any portion of

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Save as disclosed in the Report. We have assumed the genuineness of these assertions and have not independently verified the same.

- 6. We clarify that we have no opined on the applicability, enforceability and compliance with the Urban Land (Ceiling and Regulation) Act, 1976 and/or the Urban Land (Ceiling and Regulation) Repeal Act, 1999 and/or orders passed thereunder and/or their consequence or validity and we have not dealt with the same in this Report.
- We have not independently validated the taxes/cess/duties/charges payable in respect
  of the said Property and our comments in regard to these are based solely on the
  documents the Developer has provided.
- 8. For the purpose of using this Report, we have through our search clerks, conducted searches in the office of the Sub-Registrar of Assurances in whose jurisdiction the said Property is situated. Any entries with respect to registration of documents recorded beyond the date of the Search Report or beyond the date until which search is specified to have been conducted in the Search Report will not appear in the Search Report. We have also been informed that certain records have been maintained in an untied and loose sheet form. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn our mutilated or not having been maintained properly.
- For the purpose of this Report, we have assumed:
- The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies or scanned copies or electronic copies;
- The persons executing documents have the necessary authority to execute them;
- That wherever any minors' rights are involved, these have been dealt with by their right/natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
- That all amounts required to be paid to owners under sale deeds/development agreements or any other document/s have been paid;
- e) That there have been no amendments or changes to the documents examined by us;
- That unless, stated otherwise herein, all prior documents have been adequately stamped and duly registered;
- g) That each document binds the parties intended to be bound thereby;
- The photocopies or scanned copies or electronic copies provided to us are accurate, correct and otherwise genuine photocopies or scanned copies or electronic copies of the originals;
- That all translations of documents provided to us are complete and accurate;
- The accuracy and completeness of all factual representations made in the documents;
- That all of the information (including documents) supplied to us wasm when given, an remains true, complete, accurate and not misleading;

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- That the mutation entries and other revenue records which are not available do not have any adverse effect on the title of the said Property.
- For the purpose of this Report, we have relied upon information relating to lineage, if applicable on the basis of title deeds, revenue records and information provided to us.
- 14. 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.
- Even though this document is titled "Report on Title", it is in fact an opinion based on the documents we have reviewed. This Report has been provided at the request of the client to whom it is addressed.
- This Report is limited to the matters pertaining to Indian Law (as on the date of this Report) alone and we express no opinion on laws of any other jurisdiction.
- This Report does not seek to provide a summary of all documents reviewed but sets out the key facts and legal issues arising out of our limited review which, in our understanding, may be material.
- B. This Report is addressed to and shall be relied upon by the addressee alone.
- C. Our liability of any nature whatsoever including liability of refunding our fees or any part thereof towards any person, association of persons whether incorporated or not, authority, to whom this Report shall be disclosed and/or furnished or who shall rely on the same relating to the services provided in connection with preparation and issuance of this Report (regardless of form of action, whether in contract, negligence or otherwise), shall not exceed aggregate to fifty percent of the fees paid to us for this assignment. In no event shall we be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if we have been advised of their possible existence.

Dated this 24th day of February 2020.

For Lexicon Law Partners,

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