

MAHENDRA C. JAIN

ADVOCATE & SOLICITOR

Tharani Mansion, 1st Floor, M.A.Road
Andheri (West), Mumbai 400 058.

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Email: mahendrajain_adv@yahoo.com

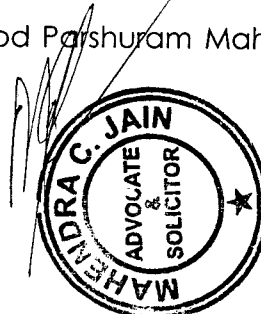
TITLE REPORT

DESCRIPTION OF THE PROPERTY:

- (i) ALL THAT piece and parcel of land situate lying and being at Yamuna Nagar Layout bearing Old C.T.S. Nos. 1/190 to 1/205 and New C.T.S. Nos. 1/190A, 1/190B, 1/190C, 1/190D, 1/190F, 1/190G & C.T.S. No. 1/D admeasuring 1,17,972.40 sq.yds. or thereabouts of Village Oshiwara, Taluka Andheri, Mumbai, Suburban District under sanctioned Layout bearing No. CHE/643/BSII/LOKWN.
- (ii) ALL THAT piece and parcel of land bearing old C. T.S. No. 1/200(part) & 1/203(part) and New C. T.S.No.1/190A (Part) on which a building " " is under construction vide MCGM File bearing I. O. D. No. CE/8224/WS/AK.

I have perused the documents of Title, Revenue Records, Search Report, Property Register Cards and have also caused to issue a Public Notice in the newspaper for the purpose of verification of the Title of the above referred lands, and upon investigation of the title, I certify that the title of Oshiwara Land Development Company Private Ltd., in respect of the above referred land is clear, marketable and free from encumbrances.

1. Oshiwara Land Development Company Private Ltd. is seized and sufficiently entitled to 17,00,000 Square Yards of the land bearing Survey No.41 (Pt.) of Village Oshiwara, Taluka Andheri in the Registration District of Mumbai City and Mumbai Suburban. Oshiwara Land Development Company Pvt. Ltd. is hereinafter referred to as "O.L.D.C."
2. By and under an Agreement dated 05.12.1975 executed by and between OLDC of the One Part and Vinod Parshuram Mahajan as the



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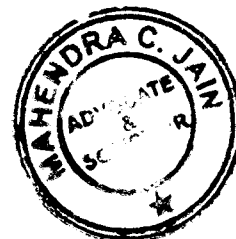
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Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) of the Other Part, the said OLDC permitted the said Promoter to develop the said 17,00,000 square yards for construction of residential buildings thereupon on the terms and conditions as contained in the said Agreement.

3. As a portion of the above land admeasuring 10,00,000 square yards was earmarked as No Development Zone, the said OLDC and Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) entered into a subsequent agreement dated 08.02.1979 whereby the parties thereto mutually agreed to exclude the said 10,00,000 square yards from the scope of the said Agreement dated 05.12.1975 and further recorded therein that terms and conditions as contained in the said Agreement dated 05.12.1975 shall be operative only as regards the portion of the land admeasuring 7,00,000 square yards earmarked under Development Zone.
4. Under the said Agreement dated 08.02.1979, it was further recorded that Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) shall be entitled to develop only 6,00,000 square yards out of the aforesaid 7,00,000 square yards of land reserved under Development Zone and consequently OLDC reserved for itself the right to develop 1,00,000 square yards of the said land, as more particularly described therein.
5. By and under an Agreement dated 28.05.1979 the said OLDC granted unto (1) Kanubhai Ashabhai Patel (2) Ramnikbhai Gordhanbhai Patel



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- and (3) Balendra Bhogilal Shah the right to develop the said 1,00,000 square yards as retained by OLDC, as above on the terms and conditions as contained therein.
6. The Competent Authority constituted under the Urban Land (Ceiling and Regulation) Act, 1976 by its order dated 12.11.1979 issued in favour of OLDC, exempted the said land admeasuring 7,00,000 sq. yds. from the provisions of Chapter III of the said Act, under section 20 of the Urban Land (Ceiling and Regulations) Act, 1976 and permitted OLDC to develop the said entire land admeasuring 7,00,000 square yards on the terms and conditions as contained in the said Order dated 12.11.1979. The said Order contemplated the transfer of the said land to Shree Swami Prasanna Co-operative Housing Society Ltd. (proposed) Bombay or to its unit or units to be separately registered as a Distinct Co-operative Housing Society or Societies under the Maharashtra Co-operative Societies Act, 1960.
 7. Disputes and Differences arose between the OLDC and Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) in regard to the right to develop the extent and the area of the land, by each party, under the agreement dated 08.02.1979, recited herein before, resulting in OLDC terminating the said Agreement dated 05.12.1975 read with the Agreement dated 08.02.1979.
 8. By an Agreement of Modification dated 21.09.1980 executed by and between OLDC of the One Part and Vinor Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd.



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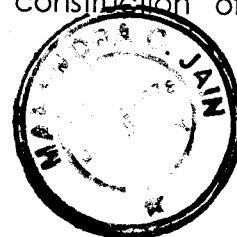
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(Proposed) of the Other Part, the said disputes and differences were resolved and the area of 6,00,000 sq. yds. to be developed by Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd.(Proposed) and the area of 1,00,000 sq. yds. to be developed by OLDC were clearly defined in the said Agreement. Moreover, under the said Agreement of Modification the termination of the said Agreement dated 05.12.1975 read with the Agreement dated 08.02.1979 by OLDC, as stated above, stood terminated and the rights of Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna co-operative Housing Society Ltd., (Proposed) in respect to the 6,00,000 sq. yds. was duly confirmed.

9. By an under Agreement dated 21.09.1980 executed by and between Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) of the one part and Kanubhai Ashabhai Patel as the Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) for units Nos. 151 to 250 of the Other Part, the said Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) permitted the said Kanubhai Ashabhai Patel to develop 1,00,000 sq. yds. out of 6,00,000 sq. yds. of the said land on the terms and conditions as contained in the said agreement dated 21.09.1980.
10. Subsequently, the said Kanubhai A. Patel brought the said property (also known as Yamuna Nagar Layout) into the firm of M/s. Arkay Builders of which he was one of the partners, subject to the rights already created in respect of various plots in the Yamuna Nagar Layout and along with the benefit to exploit the vacant Plots, for construction of Units



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thereupon. Accordingly, in the above circumstances, M/s. Arkay Builders became entitled to all the right, title and interest in respect of the said Property more particularly described in the First Schedule hereunder written.

11. In the premises, M/s. Arkay Builders became entitled to develop an area in aggregate admeasuring 2,00,000 sq. yds. as mentioned in paragraphs 5 and 9. M/s. Arkay Builders got two layouts sanctioned in respect of the said properties, a layout in respect of the area admeasuring 82,027.60 sq. yds. sanctioned by the Authority and known as Millat Nagar layout and another lay out sanctioned in respect of area admeasuring 1,17,972.40 sq. yds. popularly known as Yamuna Nagar Layout. The said Yamuna Nagar Layout area has been described in the First schedule hereunder written.
12. By and over a period of time the constitution of the said firm of M/s. Arkay Builders was changed from time to time and ultimately one Ramnikbhai Gordhanbhai Patel became entitled to the said firm, as Sole Proprietor thereof, in which the property mentioned in the First Schedule hereunder written came to be vested.
13. The said Ramnikbhai Gordhanbhai Patel under Agreement of Assignment dated 25th April, 1989, transferred and assigned all the right, title and interest and benefit as a Proprietor of M/s. Arkay Builders to Lalitchandra L. Dholakia and consequential thereto the said Lalitchandra Dholakia became the Sole Proprietor of M/s. Arkay Builders with the incidental right to develop the undeveloped Plots of Yamuna Nagar Layout, and to exploit the balance potentiality of the said Layout.



M.C. Jain

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Consequently, the said Ramnikbhai G. Patel executed irrevocable Power of Attorney dated 05.05.1989 in favour of Lalitchandra Dholakia empowering the said Lalitchandra L. Dholakia to develop the said Layout property including such vacant plots of the Yamuna Nagar Layout, as described hereinabove.

14. The said Lalitchandra L. Dholakia by and under Diverse Agreements permitted Mr. Umesh Himmatlal Gandhi to develop portions of the Yamuna Nagar Layout which are vacant and available for construction of buildings for residential and other use by consuming balance unexploited F.S.I. generated out of the entire Yamuna Nagar Layout in addition to the Floor Space Index (FSI) in the form of floating FSI popularly known as Transfer of Development Rights (TDR) in respect of portions of the Yamuna Nagar Layout earmarked for various reservations such as Playground, Primary School as per the Development Plan of the M.C.G.M presently prevailing. Mr. Alpesh Kishor Ajmera is a confirming party to the said diverse agreements referred to above having confirmed the rights granted unto the said Mr. Umesh Himmatlal Gandhi.

15. The said Mr. Lalitchandra L. Dholakia as the Sole Proprietor of M/s. Arkay Builders executed with Mr. Umesh Gandhi amongst other documents, the under mentioned Agreements and in respect of each agreement, separate declaration has been made by Mr. Umesh H. Gandhi annexing thereto to the Original Agreement which has been registered with the Sub-Registrar of Assurances as per the details given below:-



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Sr. No.	Date of Agreement	Particulars	CTS No.	Zone Reservation	Registration No.
1.	14.08.2000	Development Agreement.	1/195	Primary School	BDR-15/477/2007
2.	14.08.2000	Development Agreement.	1/192	Dispensary	BDR-15/478/2007
3.	14.08.2000	Development Agreement.	1/196	Playground	BDR-15 /479/2007
4.	14.08.2000	Development Agreement.	1/200(Pt.)	Residential Zone.	BDR-15/480/2007
5.	14.08.2000	Development Agreement.	1/203 Pt.)	R.G.Zone.	BDR-15 /476/2007
6.	14.08.2000	Development Agreement.	1/199	Layout R.G.zone.	BDR-15/483/2007
7.	14.08.2000	Development Agreement.	1/202 (pt.)	Residential Zone(Now R.G.)	BDR-15/474/2007

16. Apart from the said Agreements, diverse agreements, Power of Attorneys and other documents came to been executed by and between Mr. Lalitchandra L. Dholakia, Sole Proprietor of M/s. Arkay Builders and Mr. Umesh H. Gandhi, Sole Proprietor of Ms. Poonam Builders and the possession of the diverse Plots referred to in the said Agreements



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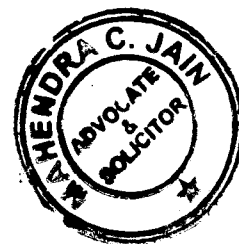
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has been handed over to and Mr. Umesh H. Gandhi was put in possession thereof.

17. By an Agreement dated 16th October, 2003 and made by and between M/s. Arkay Builders through its sole Proprietor Mr. Lalitchandra L. Dholakia of the one part and Mr. Umesh Himmatlal Gandhi carrying on business as Sole Proprietor under the firm name and style of M/s. Poonam Builders of the other Part, the said M/s. Arkay Builders granted all residuary right title and interest in respect of the said Yamuna Nagar layout and Mr. Umesh Himmatlal Gandhi became entitled to the benefit of the said Layout including internal Roads, D. P. Road, Recreation Garden and other common amenities' area with a right to treat the entire layout as the recipient/base land and avail of the FSI arising out of or in respect of the said layout, common amenities, area including road/R.G., is also to avail and consume the outside TDR and load the same any part of the said Yamuna Nagar Layout described in the First schedule hereunder written as may be permissible under Development Control Regulations for Greater Mumbai 1991 and consume and construct the buildings and annexes and/or upper floors. A declaration dated 23.07.2007 with the original Agreement annexed to the said declaration made by Mr. Umesh H. Gandhi has been registered with the Sub-Registrar of Assurances at Bandra-1 under Serial No. 6729 of 2007 dated 23.07.2007 and requisite stamp duty and registration charges has been paid in respect thereof.

18. The Collector, Mumbai Suburban District, by an Order dated 28th October, 2004 amalgamated the separate C.TS. No. of the said Yamuna



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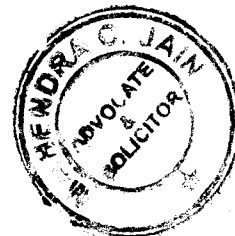
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Nagar Layout and given new Survey No. as mentioned in the said Order and accordingly old CTS No. 1/190 to 1/205 have been amalgamated and new C. T. S. No. 1/190A to 1/190 G and 1/D came to be mutated and allotted.

19. The Additional Collector, under the Urban Land (Ceiling & Regulation) Act, from time to time extended the time under the hereinbefore mentioned ULC permission from 12th November, 1979, time for construction and completion of the building and ultimately by an Order dated 30th January, 2009, has been extended for a period of one year and permitted Mr. Umesh H. Gandhi to construct the building subject to the condition as set out in the said Order dated 12th November, 1979.

20. Disputes and difference arose by and between Mr. Alpesh Kishor Ajmera and Mr. Umesh H. Gandhi and the same were referred to the Sole Arbitration of The Hon'ble Shri Justice B. N. Srikrishna (Retd.). The said disputes were amicably resolved by filing the Consent Terms dated 15th April, 2008 and pursuant to which an Award came to be passed by the Learned Sole Arbitrator, the Hon'ble Shri Justice B. N. Srikrishna (Retd.) dated 23rd April, 2008 pursuant to which the said Mr. Umesh H. Gandhi is required to allot and provide the constructed area, as mentioned in the Award, to Mr. Alpesh Kishor Ajmera and other terms as recorded in the said Award.

21. A Memorandum of Understanding and Settlement dated 17th January, 2008 also came to be executed by and between M/s. Arkay Builders, a registered Partnership firm or Mr. Ramnikbhai Gordhanbhai Patel and Mr. Pankaj Lalaji Shah, therein called the said Arkay of the One Part and the



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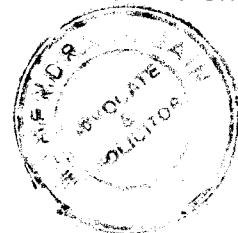
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said Mr. Umesh H. Gandhi carrying on business as Sole Proprietor of M/s. Poonam Builders, pursuant to which the said Arkay irrevocably accepted and confirmed the possession of the said Mr. Umesh H. Gandhi of the diverse plots in respect whereof the rights have been acquired from the said Mr. Lalitchandra L. Dholakia and the development carried out thereof by the said Mr. Umesh H. Gandhi and/or his Co-developers/nominees and the various approvals obtained and/or to be obtained by Mr. Umesh H. Gandhi in respect of Mr. Umesh H. Gandhi's Plot, being Yamuna Nagar Layout in consonance with the said MOU and which MOU includes residuary rights, including the right to treat the said Yamuna Nagar Layout as a recipient Plot and avail of and load outside TDR/FS and which has been described in the First Schedule hereunder written I and the said Arkay Builders also confirmed the rights in respect of the diverse Plots being the subject matter of the diverse agreements referred to hereinabove, including the Plots described in the Second Schedule hereunder written, the said Arkay also granted a Power of Attorney and furnished a declaration.

22. The said Ramnikbhai Gordhan Patel filed a suit in the High Court of Judicature at Bombay in its O. O. C. J. being 3100/96 against Oshiwara Land Development Company Pvt. Ltd., Mr. Vinod Parshuram Mahajan Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) & Others. Consent Terms dated 24th March, 2008 came to be executed by and between the Plaintiff and Defendant Nos. 4 to 8 in the said Suit and a Decree in terms of the said Consent Terms came to be passed, a copy of the said MOU dated 17th January, 2008 executed by and between Arkay Builders, a Partnership Firm and Mr. Umesh H.



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Gandhi came to be annexed as Annexure "6" and inter alia, by clause 7 of the said Consent terms, the Defendants No. 1 to 4 to the said Suit accepted and confirmed the arrangement and implementation of the said MOU.

23. Upon an application being submitted for amendment of layout of the Yamuna Nagar, the Brihanumbai Mahanagar Palika amended and approved the said Yamuna Nagar Layout time to time by a letter dated 10th September, 2003 by a letter dated 17th February, 2009 and lastly approved by Letter dated 18th August 2018.
24. By and under a Development Agreement dated 28th December, 2006 registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR1-03476-2007, ("**Joint Development Agreement**"), the said Poonam Builders granted development rights to SDPL in respect of the three plots forming part of the Yamuna Nagar Property for development i.e. (i) Plot bearing C.T.S.No.1/200 (Part) admeasuring 4520 square meters for construction of a residential building; (ii) Plot bearing CTS No.1/203 admeasuring 2703.12 square meters in residential zone affected by the provisions of the Coastal Regulation Zone; (iii) Plot bearing CTS No.1/192 reserved for the purposes of dispensary admeasuring 657 square meters ("**Dispensary Plot**").
25. By and under a First Supplemental Agreement dated 10th March, 2008 executed between Poonam Builders and SDPL, the parties thereto agreed to modify the understanding between the parties regarding the area sharing ratios set out in the Joint Development Agreement in the manner therein contained.



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26. By and under a Second Supplemental Agreement dated 19th March, 2009 executed between Poonam Builders and SDPL, the parties thereto agreed to modify the Joint Development Agreement and the First Supplemental Agreement to exclude the Dispensary Plot from the purview of the development and further modify the area sharing ratios set out in the Joint Development Agreement and First Supplemental Agreement in the manner therein contained; Therefore, the said Development Agreement continued only in respect of the property described in the Second Schedule hereunder written.

27. Disputes arose between Poonam Builders and SDPL with respect to development of the aforesaid plots whereby the project named as La-Citdadel came to be standstill and discontinued. Hence, the said dispute was referred to the sole arbitration of Ld. Sole Arbitrator Mr. E. P. Barucha, Senior Advocate. The said dispute was amicably resolved by filing consent terms dated 24th August 2017 and pursuant to which an Award came to be passed by the Ld. Sole Arbitrator Mr. E. P. Barucha, Senior Advocate dated 30th October 2017 ("**the said Award**"), wherein Poonam Builders and SDPL agreed to take steps to discharge their obligation as set out in the said Letter of Intent dated 24th August 2017 ("**said Letter of Intent**") and said Letter dated 24th August 2017 ("**said Letter**") and in respect of the said property described in the Second Schedule hereunder written.

28. Pursuant to the said Award passed by the Ld. Sole Arbitrator Mr. E. P. Barucha, Senior Advocate, a Supplemental Agreement dated 20.05.2019 came to be executed between Poonam Builders and SDPL and registered with the Office of the Sub-Registrar of Assurances at Bandra



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under Serial No. BDR15-2694-2019 dated 21.05.2019 for carrying out construction and development of a separate and independent Project under new terms and conditions as more specifically mentioned in the said Supplemental Agreement dated 20.05.2019

29. Poonam Builders have executed a Power of Attorney bearing Serial Nos. BDR4-615-2020 dated 12.02.2020 in favour of SDPL to do various acts, deeds and things in respect of development of the said property with an intention for it to remain in full force and effect throughout the term of the said Development Agreement. Poonam Builders have also executed a Power of Attorney bearing Serial Nos. BDR4-614-2020 dated 12.02.2020 in favour of SDPL to enable them to execute Agreement for Sale in respect of the premises/units in the building "" coming to their share more particularly described in the Second Schedule thereto. Thereafter, SDPL have executed a Power of Attorney bearing Serial Nos. BDR4-613-2020 dated 12.02.2020 in favour of Poonam Builders to enable them to execute Agreement for Sale in respect of the premises/units the building coming to their share more particularly described in the Second Schedule thereto.

30. In pursuance of the Award dated 23rd April, 2008, referred to in paragraph 20 hereinabove, Alpesh K. Ajmera took out a Commercial Application (Lodging) No. 78 of 2018 for execution of the said Award dated 23rd April 2008 and the said Execution Application has been disposed of in terms of Consent Adjustments signed and taken on record by Order dated 18th January 2018 passed by the Hon'ble High Court at Bombay in Execution Application (L) No. 78 of 2018 in Award dated 23rd



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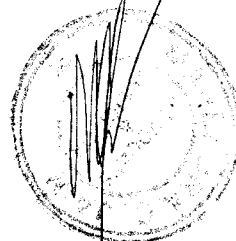
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April 2008 based on the consent terms dated 18th January 2018 filed by the parties therein.

31. Pursuant to the consent terms dated 18th January 2018, between Poonam builders through its Sole Proprietor Mr. Umesh Gandhi and Alpesh Ajmera, they agreed for an amicable settlement and thus Poonam builders through its Sole Proprietor Mr. Umesh Gandhi filed an Commercial Execution Application (L) No. 598 of 2019 whereby Justice G.S. Patel passed an Order dated 30.04.2019 stating that "the Court is satisfied and is passing an order in the execution application in terms of the consent terms".

32. Pursuant to the above, and subject to the terms and condition of the said Joint Development Agreement dated 28th December, 2006 the First Supplemental Agreement dated 10th March, 2008, the Second Supplemental Agreement dated 19th March, 2009 and the said Award dated 30th October, 2017 with the LOI dated 24th August, 2017, the said Letter dated 24th August, 2017, Supplemental Agreement dated 20.05.2019 and Power of Attorney dated 12.02.2020 thereof, the said SDPL became entitled to construct the building more particularly described in the Second Schedule hereunder written and sell the units/premises coming to their share and subject to the obligation to provide certain constructed units to Mr. Umesh Gandhi or his nominees.

33. The Brihanumbai Mahanagar Palika sanctioned the building proposal and issued the IOD dated 16.11.2004 bearing no. CE/8224/WS/AK to M/s Poonam Builder for construction of the building on the property bearing C.T.S. No. 1/200(pt.) and now new CTS no.1/190A (part) and which



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property has been described in the Second Schedule hereunder written and the Plans have been amended from time to time and lastly plans are approved on 07.04.2018 and CC dated 25/11/2009 has been issued which can be renewed from time to time.

34. In my opinion, subject to what is mentioned herein, the Title of M/s. Oshiwara Land Development Co. Ltd. and Mr. Umesh Gandhi is marketable free from encumbrances beyond reasonable doubts in respect of the property described in the Second Schedule hereunder written and pursuant to the diverse deeds and documents as mentioned above, SDPL is entitled to construct the building ' on the property described in the Second Schedule hereunder written.

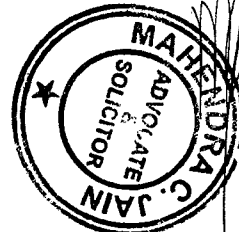
THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcels of vacant land or ground situate, lying being at Village Oshiwara, Taluka Andheri, District Bombay Suburban containing by admeasuring 117972.96 sq. yards equivalent to 98638.41 sq.mtrs. or thereabouts and being a part of the land bearing Survey no.41(part), CTS no.1/190A to G & 1/D sanctioned under MCGM file no. CE/643/BSII/LOKWN

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRSTLY:-

ALL THAT piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District Bombay City and Bombay Suburban bearing Survey No.41(part), old C.T.S. No. 1/200(pt.) and new CTS no.1/190A (part) admeasuring 4520 sq. mtrs. and bounded as follows:



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On or towards the EAST: by the property bearing new CTS no.1/190A(part);
On or towards the WEST: by the property bearing new CTS no.1/190A(part)
and 30 feet wide internal road; On or towards the NORTH: by the property
bearing new CTS no.1/190A(part) and 30 feet wide Internal road; and On or
towards the SOUTH by the property bearing new CTS no.1/190A(part).

SECONDLY :

ALL THAT piece or parcel of land or ground situate lying and being at
Village Oshiwara, Taluka Andheri in the Registration District Bombay City
and Bombay Suburban bearing Survey No.41 (part) and corresponding Old
C.T.S.No.1/203 and now bearing New CTS No. 1/190A (Part)
admeasuring 3,926.7 sq. mtrs. and bounded as under:

On or towards the EAST: by the property bearing new CTS no.1/190A (part);
On or towards the WEST: by the property bearing new CTS no.1/190A(part),
Oakland park Bldg; On or towards the NORTH: by the property bearing new
CTS. no.1/190A (part); and On or towards the SOUTH: by the property
bearing new CTS no.1/190E and existing Nalla.

Dated this 4th day of Dec, 2020.

MAHENDRA C.JAIN

Advocate & Solicitor

