

AMAR KHANNA

B.L.S. LL.B., LL.M.,
Advocate & Solicitor

A/32, Akurli Om Co-op. Hsg. Soc. Ltd., Plot No. 12, RSC-2, Lokhandwala Complex, Kranti Nagar, Akurli Road, Kandivli (E),
Mumbai 400 101

Mob: 9223205255 Tel: 2966 4050

TO WHOMSOEVER IT MAY CONCERN

Re: ALL THAT piece or parcel of non-agricultural land bearing Old Survey Nos. 64 Hissa No. 1 to 10, and bearing New Survey Nos. 82 Hissa No. 1 to 10 in aggregate admeasuring 8690.33 sq. mtrs. or thereabouts situate lying and being at Mira Village, Taluka and District Thane and in the registration District of Thane.

1. **THIS IS TO CERTIFY THAT** under instructions from my clients **Kashimira Ceramic Products LLP**, a Limited Liability Partnership firm incorporated and registered under the Limited Liability Partnership Act, 2008, having its office at Ground floor, Krishna Palace, Next to Sai Dham, Western Express Highway, Kandivali (E), Mumbai 400 101, I hereby give my opinion as to the title of the said **Kashimira Ceramic Products LLP**, (hereinafter referred to as "**the said Firm**"), to the captioned property being ALL THAT piece or parcel of **non-agricultural** land bearing Old Survey Nos. 64 Hissa No. 1 to 10, and bearing New Survey Nos. 82 Hissa No. 1 to 10 in aggregate admeasuring 8690.33 sq. mtrs. or thereabouts situate lying and being at Mira Village, Taluka and District Thane and in the registration District of Thane and more particularly described in the Schedule hereunder written (hereinafter referred to as "**the said property**").
2. I have already set out my opinion on the same on 29th December 2010. In furtherance of the same, I am once again setting out my opinion as set out hereunder. For the purpose of forming my opinion, I have relied on the representations made by the said firm and perused the following papers and documents made available to me by it:
 - a. Copy of Deed of Conveyance dated 5th February 1972, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/525/1972.
 - b. Copy of Deed of Conveyance dated 5th February 1972, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/526/1972.
 - c. Copy of Deed of Conveyance dated 29th January 1973, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/480/1973.
 - d. Copy of Deed of Conveyance dated 29th January 1973, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/481/1973.
 - e. Copy of Deed of Conveyance dated 16th August 1974, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/1286/1974.
 - f. Copy of Consent Terms dated July 7, 1995 filed in Company Petition No.244 of 1991 in the Hon'ble High Court at Bombay.
 - g. Copy of Consent Terms dated April 16, 2001 filed in Company Petition No.244 of 1991 in the Hon'ble High Court at Bombay.
 - h. Property Register Cards in respect of the said property.
 - i. Copy of Consent Terms dated October 31, 2001 filed in Company Petition No.244 of 1991 in the Hon'ble High Court at Bombay.

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- j. Copy of the Certificate issued by the Registrar of Firms evidencing the conversion of Kashmirira Ceramic Products Private Limited to Kashmirira Ceramic Products LLP.

I have also caused the search to be taken by Mr. Amit More, Search Clerk in respect of the subject property for a period of 50 years and made necessary inquiries in respect thereof.

3. On perusal of documents and information provided and on enquiries, I hereunder set out my understanding of the Ownership of the said firm to the said property and the right of the said firm to develop the said property.
4. By and under a Deed of Conveyance Deed of Conveyance dated 5th February 1972, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/525/1972, executed between 1. Moreshwar Daji Patil, for self and as Karta and Manager of his joint undivided Hindu family and as father and natural guardian of his then minor daughters Meena, Premila and Devki (2) Smt. Manjulabai Moreshwar Patil (3) Jagannath Moreshwar Patil (4) Sadanand Moreshwar Patil (5) Harishchandra Daji Patil, for self and as Karta and Manager of his joint undivided Hindu family and as father and natural guardian of his then minor sons Suresh and Janardhan (6) Smt. Hirabai Harishchandra Patil (7) Ramnath Harishchandra Patil (8) Smt. Jankibai wd/o Kashinath Daji Patil, for self and mother and natural guardian of her then minor sons Jayendra and Jayanti and her then minor daughters Vanita and Bhanu (9) Laxman Kashinath Patil and (10) Ramabai wd/o Daji Vithal Patil, therein collectively referred to as the Vendors and Kashmirira Ceramics Products Private Limited, therein referred to as the Purchasers of the Other Part, the said Vendors granted, sold, assigned, released, conveyed and assured unto the said Purchasers the premises bearing Survey No. 64 Hissa No. 2, 4, 7 and 10 totally admeasuring about 1 acre and 23 gunthas that is to say 0.632 hectares or thereabouts, situate, lying and being at Village Mira, District Thane, Maharashtra, for the consideration and in the manner therein contained.
5. By and under a Deed of Conveyance Deed of Conveyance dated 5th February 1972, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/526/1972, executed between 1. Kishan Laxman Naik, for self and as Karta and Manager of his joint undivided Hindu family and as father and natural guardian of his then minor sons Prabhakar, Shyam, Shambhu and Manohar and his then minor daughters Manda, Gulab, Vanmala and Rajani (2) Smt. Indira wife of Kishan Naik and (3) Hiraji Kishan Naik, therein collectively referred to as the Vendors and Kashmirira Ceramics Products Private Limited, therein referred to as the Purchasers of the Other Part, the said Vendors granted, sold, assigned, released, conveyed and assured unto the said Purchasers the premises bearing Survey No. 64 Hissa No. 6 totally admeasuring about 8 gunthas that is to say 0.09 hectares or thereabouts, situate, lying and being at Village Mira, District Thane, Maharashtra, for the consideration and in the manner therein contained.
6. By and under a Deed of Conveyance Deed of Conveyance dated 29th January 1973, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/480/1973, executed between 1. Pandu Budhu Patil, and (2) Ramkrishna alias Balkrishna Budhu Patil, therein collectively referred to as the Vendors and Kashmirira Ceramics Products Private Limited, therein referred to as the Purchasers of the Other Part, the said Vendors granted, sold, assigned, released, conveyed and assured unto the said Purchasers the premises bearing Survey No. 64 Hissa No. 5 and 8 totally admeasuring about 8^{1/2} gunthas that is to say 859.93 square meters or thereabouts, situate, lying and being at Village Mira, District Thane, Maharashtra, for the consideration and in the manner therein contained.

7. By and under a Deed of Conveyance Deed of Conveyance dated 29th January 1973, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/481/1973, executed between 1. Jagannath Ramkrishna Patil, and (2) Kantilal Ramkrishna Patil, therein collectively referred to as the Vendors and Kashmirira Ceramics Products Private Limited, therein referred to as the Purchasers of the Other Part, the said Vendors granted, sold, assigned, released, conveyed and assured unto the said Purchasers the premises bearing Survey No. 64 Hissa No. 1 totally admeasuring about 1^{1/2} gunthas that is to say 211 square yards i.e. 176.42 square meters or thereabouts, situate, lying and being at Village Mira, District Thane, Maharashtra, for the consideration and in the manner therein contained.
8. By and under a Deed of Conveyance Deed of Conveyance dated 16th August 1974, duly registered with the Sub Registrar of Assurances under Sr. No. Bom/R/480/1973, executed between Mukand Vishnu Tendulkar, therein referred to as the Vendor and Kashmirira Ceramics Products Private Limited, therein referred to as the Purchasers of the Other Part, the said Vendor granted, sold, assigned, released, conveyed and assured unto the said Purchasers the premises bearing Survey No. 64 Hissa No. 3 admeasuring about 332 square yards i.e. 276.95 square meters and Survey No. 64 Hissa No. 9 admeasuring about 372 square yards i.e. 311.03 square meters situate, lying and being at Village Mira, District Thane, Maharashtra, for the consideration and in the manner therein contained.
9. In the circumstances, the said Kashmirira Ceramics Products Private Limited became seized and possessed of and entitled to the said property.
10. One (1) Yatin C Patel (2) Mrs. Shradha Atul Patel and (3) Mrs. Kalyani Hemant Patel were collectively holding 25% shares in the said Kashmirira Ceramics Products Private Limited.
11. Disputes and differences arose between the said (1) Yatin C Patel (2) Mrs. Shradha Atul Patel and (3) Mrs. Kalyani Hemant Patel and the said Kashmirira Ceramic Products Private Limited, which led to the said (1) Yatin C Patel (2) Mrs. Shradha Atul Patel and (3) Mrs. Kalyani Hemant Patel filing a Company Petition being Company Petition No.244 of 1991 in the Hon'ble High Court at Bombay.
12. The said Company Petition being Company Petition No.244 of 1991 in the Hon'ble High Court at Bombay was settled and Consent Terms were filed in the Hon'ble High Court on July 7, 1995, April 16, 2001 and October 31, 2001. Pursuant to the said Consent Terms filed by the said (1) Yatin C Patel (2) Mrs. Shradha Atul Patel and (3) Mrs. Kalyani Hemant Patel and Kashmirira Ceramic Products Private Limited from time to time, it was agreed that a portion of the said property being All that piece or parcel of land bearing Survey No.82 Hissa No. 2 (part), Survey No. 82 Hissa No.6(part), and Survey No. 82 Hissa No. 7 (part) in aggregate admeasuring 2360 sq. mts and Survey No.82 Hissa No.10(Part) admeasuring 1640 sq. mtrs. situated at Kashmirira Industrial Estate, Village Mira, District Thane, Maharashtra would be transferred in the name of the said (1) Yatin C Patel (2) Mrs. Shradha Atul Patel and (3) Mrs. Kalyani Hemant Patel.
13. Accordingly the said portion of the said property has been duly transferred in the name of the said (1) Yatin C Patel (2) Mrs. Shradha Atul Patel and (3) Mrs. Kalyani Hemant Patel and the necessary documents, inter alia, 7/12 extracts and 6/12 extracts and other mutation entries have been duly obtained.

14. By and under a Deed of Conveyance dated 29th day of October 2007, executed between the said (1) Yatin C Patel (2) Mrs. Shradha Atul Patel and (3) Mrs. Kalyani Hemant Patel, therein collectively referred to as the Vendors of the One Part and one Tanvi Construction and Realtors, therein referred to as the Purchasers of the Other Part, the said Vendors granted, transferred, conveyed and assured unto the said Purchasers the said portion of the said property at and for the consideration and in the manner therein contained.
15. The said Deed of Conveyance dated 29th day of October 2007 has been duly confirmed by and under a Deed of Confirmation dated 16th day of December 2009, duly registered with the Sub Registrar of Assurances under Sr. No. TNN-10/104999/2009.
16. By and under a Deed of Conveyance dated 28th day of December 2010, duly registered with the Sub Registrar of Assurances under Sr. No. TNN-4/11783/2010 on the 28th day of December 2010, executed between the said Tanvi Construction and Realtors, therein referred to as the Vendors of the One Part and the said Kashmirira Ceramic Products LLP, therein referred to as the Purchasers of the Other Part, the said Vendors sold, granted, conveyed, assigned, transferred, surrendered and assured unto the said Purchasers the said portion of the said property at and for the consideration and in the manner therein contained.
17. In the circumstances as afore-stated, by virtue of the said various Deeds of Conveyance executed in favour of the said Kashmirira Ceramic Products LLP from time to time, as stated hereinbefore, I am of the opinion that the title of the said firm i.e. Kashmirira Ceramic Products LLP to the said Property being ALL THAT piece or parcel of non-agricultural land bearing Old Survey Nos. 64 Hissa No. 1 to 10, and bearing New Survey Nos. 82 Hissa No. 1 to 10 in aggregate admeasuring 8690.33 sq. mtrs. or thereabouts situate lying and being at Mira Village, Taluka and District Thane and in the registration District of Thane and more particularly described in the Schedule hereunder written, is clear and marketable and further that, the said firm, subject to the terms and conditions laid down by the Mira Bhayandar Municipal Corporation, is entitled to develop the said Property and construct building thereon in accordance with the plans as may be approved and the terms and conditions as may be laid upon by the said Mira Bhayandar Municipal Corporation.

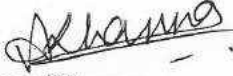
THE SCHEDULE HEREINABOVE REFERRED TO

ALL THAT piece or parcel of non-agricultural land situate lying and being at Mira Village, Taluka and District Thane bearing Old Survey Nos. 64 Hissa No. 1 to 10, and bearing New Survey Nos. 82 Hissa No. 1 to 10 and in the registration District of Thane bearing following details:-

Sr. No.	C.T.S. Nos.	Area in Sq. Mtrs.
1)	1723	5.50
2)	1724	9.40
3)	1725	9.40
4)	1726	16.23
5)	1793	35.20
6)	1831	28.00
7)	1832	21.20
8)	1833	35.20
9)	1834	2.80
10)	1835	7833.00
11)	1836	428.60

12)	1878	63.20
13)	1879	103.20
14)	1880	37.20
15)	1881	52.20
16)	1953	10.00
	Total Area	8690.33

Dated this 9th day of November 2011.


Amar Khanna
Advocate & Solicitor