

**PRAVIN MEHTA AND MITHI & CO. (REGD.)**  
ADVOCATES, SOLICITORS & NOTARY

**PARTNERS**

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Ref. No. 907/Sk/2008

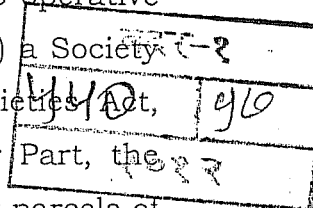
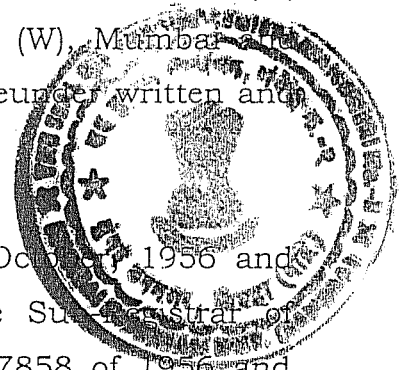
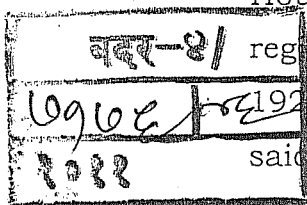
**TITLE REPORT**

- (i) Mr. Chandresh D. Mehta  
JMC House, 3<sup>rd</sup> Floor,  
Bisleri Compound,  
Western Express Highway,  
Andheri (East),  
Mumbai - 400 099.
- (ii) Keystone Realtors (Pvt.) Ltd.  
JMC House, 3<sup>rd</sup> Floor,  
Bisleri Compound,  
Western Express Highway,  
Andheri (East),  
Mumbai - 400 099.

Dear Sirs,

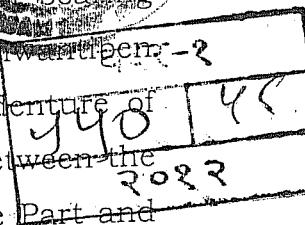
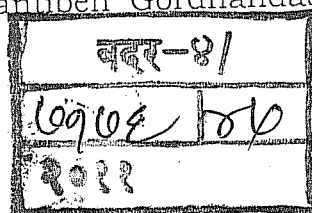
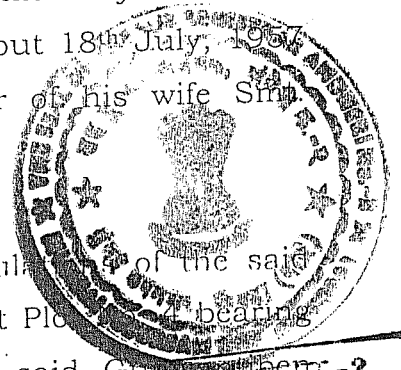
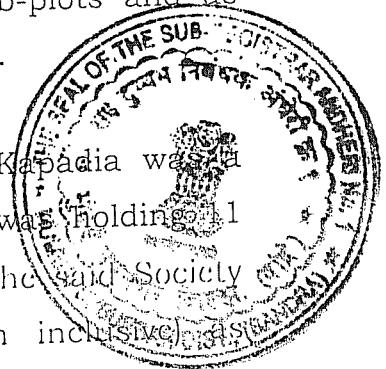
As instructed by you we have investigated your Title in respect of an immovable property at Village Vile Parle, Taluka Andheri, in Mumbai Suburban district bearing C.T.S. No. 313 of Vile Parle (W) at N.S. Rod No. 6, J.V.P.D. scheme, Vile Parle (W), Mumbai and more particularly described in the Schedule hereunder written and we hereby submit our report interalia as under :

- (1) By a Deed of Conveyance dated 14<sup>th</sup> Oct. 1956 and duly registered with the Office of the Sub-Registrar of Assurances at Mumbai under Sr. No. 7858 of 1956 and made between Bombay Housing Board therein called the Vendor of the One Part and The Hatkesh Co-operative Housing Society Ltd. (for short "the said Society") a Society registered under the Bombay Co-operative Societies Act, 1925 therein called the Purchaser of the Other Part, the said Society became entitled to all those pieces or parcels of vacant land total admeasuring 61697 sq. yds. or thereabout bearing Survey No. 287 and Plot Nos. 3/1 to 3/5 of Village Vile Parle (West), Taluka Andheri in Mumbai Suburban



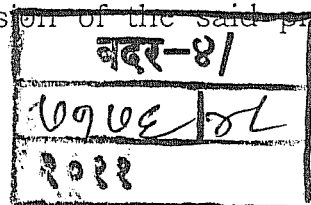
District and more particularly described in Schedule III thereunder written nevertheless subject to the payment of the balance of the cost of the land and the payment of liabilities however together with benefit of the common amenities and facilities of the roads and passages and on the terms and conditions recorded therein.

- (2) The main objects of the said Society were to acquire such property and sub-divide into various plots and to allot the same to its members for construction of their residential premises thereon.
- (3) Accordingly in accordance with the objects and Scheme formulated by the said Society, the said Society has sub divided the said property into various sub-plots and as such has formed a Scheme of a larger layout.
- (4) During his life time, one Gordhanda M Kapadia was a member of the said Society and as such was holding 11 fully paid-up Shares of Rs. 50/- each of the said Society bearing Distinctive Nos. 32 to 42 (both inclusive) recorded in Share Certificate No. 4 issued by the said Society. In pursuance of an application made by him to the said Society, the said Society on or about 18th July, 1972 transferred the said Shares in favour of his wife Smt. Gunvantiben Gordhandas Kapadia.
- (5) In accordance with the rules and regulations of the said Society, the said Society agreed to allot Plot bearing part of Plot bearing No. 3/1 to the said Gunvantiben Gordhandas Kapadia and accordingly by an Indenture of Lease dated 19th August, 1972 and duly made between the said Society therein called the Lessor of the One Part and the said Mrs. Gunwantiben Gordhandas Kapadia therein



called the Lessee of the other part and duly registered with the office of the Sub Registrar of Assurance at Bandra under No. P/830 of 1972 in Book No. 1, the said Society demises unto the said Mrs. Gunwantiben Gordhandas Kapadia the said Plot bearing No. 4 in perpetuity with effect from 14<sup>th</sup> October, 1956 together with the benefits of rights in common with the said Society and all the members of the Society and occupies of adjoining premises to use for all the purpose the roads and passages made or to be made thereafter however subject to yielding and paying during the said term lease rent and subject to the observance of various terms, conditions and covenants contained in the said indenture of Lease and which plot of land is more particularly described in the Schedule hereunder written and for short hereinafter referred to as "the said property". In accordance with the sanctioned plans, the said Mrs. Gunwanti Gordhandas Kapadia constructed a building on the said Plot known as Suhera and had let out various flats therein to the monthly tenants subject to the terms and conditions recorded in the Agreement of Tenancy.

- (6) By a Development Agreement dated 28<sup>th</sup> August, 2003 and made between the said Gunwantiben Gordhandas Kapadia as the owner of First Part, Mr. Rajesh Gordhandas Kapadia and Ms. Hema Gordhandas Kapadia as the Confirming Partoes of the Second Part and Rustomjee Developers Pvt. Ltd. as the Developers of the Third Part and duly registered with the Office of the Sub Registrars of Assurance of Bandra under No. 6057 of 2003, the said Gunwantiben Gordhandas Kapadia agreed to grant to the said Rustomjee Developments Pvt. Ltd. the developments rights in respect of the said property and also agreed to transfer her said shares and membership rights of the said Society and put the said developers into possession of the said property

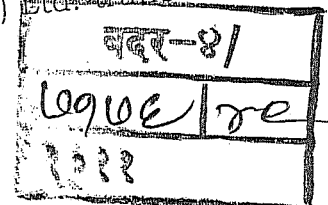
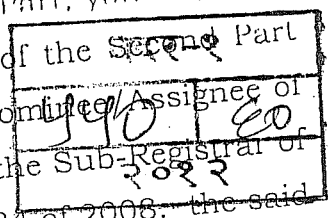
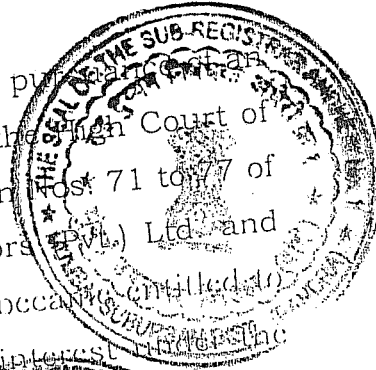


together with the benefit of consumption of the FSI of outside Transferable Developments Rights in accordance with the provisions of Development Control Regulations, 1991 and subject to the rules and regulations of the said Society. The said Smt. Gunwantiben Gordhandas Kapadia has also executed and delivered a Power of Attorney in favour of the said developers empowering them to do all such ministerial acts, deeds, matters and things in respect of the said property.

- (7) The said Rustomjee Developers Pvt. Ltd. settled with the said tenants on the building on the said property and obtained vacant possession of the tenanted premises and have demolished the said building.

- (8) The said Rustomjee developers Pvt. Ltd. in pursuance of an order dated 30<sup>th</sup> March, 2007 passed by the High Court of Judicature at Bombay in Company Petition Nos. 71 to 77 of 2007, amalgamated into Keystone Realtors (Pvt.) Ltd. and as such you Keystone Realtors Pvt. Ltd. became entitled to all the benefits and the right, title and interest under the said Development Agreement dated 28<sup>th</sup> August, 2003 executed with the said Smt. Gunwantiben Gordhandas Kapadia.

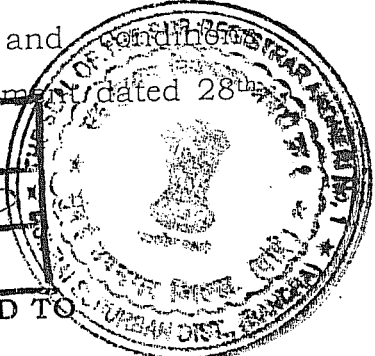
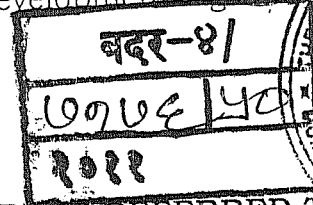
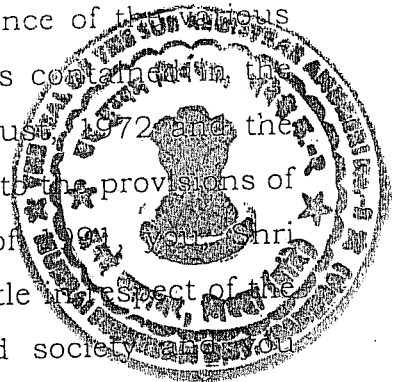
- (9) By a Deed of Assignment dated 28<sup>th</sup> August, 2003 and made between Smt. Gunwantiben Gordhandas Kapadia therein called the "Assignor" of the First Part, you Keystone Realtors (Pvt.) Ltd. as confirming party of the Second Part and you Mr. Chandresh Mehta as the Nominee/Assignee of the Third Part and duly registered with the Sub-Registrar of Assurances at Bandra - 1 under No. 2934 of 2008. the said Smt. Gunwandiben Gordandas Kapadia as the nominee of you Keystone Realtors (Pvt.) Ltd. transfer and assign all her



leasehold rights under the said Indenture of Lease dated 19<sup>th</sup> August, 1972 in favour of you Mr. Chandresh Mehta for the consideration and on the terms and conditions recorded therein.

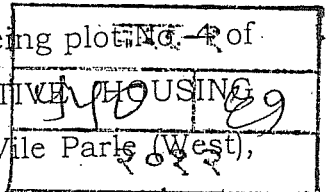
(10) In pursuance of an application made to the said Hatkesh Co-operative Housing Society, the said Society transfer the said shares in favour of you Mr. Chandresh Mehta.

(11) We have examined your title in respect of the said property. We have also caused our Search Clerk to take searches in the office of Sub-Registrar of Assurances. We have also published public notice in the local news papers and subject to the observance and performance of the various terms and conditions and the covenants contained in the said Indenture of Lease dated 19<sup>th</sup> August, 1972 and the bye-laws as the said Society and subject to the provisions of the Development Control Regulations of 1971, you Shri Chandresh D. Mehta have marketable title in respect of the said property as a Lessee of the said society and you Keystone Developers (Pvt.) Ltd. are entitled to develop the said property subject to the terms and conditions mentioned in the said Development Agreement dated 28<sup>th</sup> August, 2003.



THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of leasehold land being plot No. 4 of the lay out of THE HATKESH CO-OPERATIVE HOUSING SOCIETY LTD. bearing City Survey No. 313 of Vile Parle (West), Taluka Andheri admeasuring 855.3 sq. mtrs. or thereabouts, situate, lying and being at Village Vile Parle (West), Taluka



*[Handwritten signature]*

Andheri, in the Registration District and Sub-District of Mumbai  
City and Mumbai Suburban.

Dated this 15<sup>th</sup> day of July, 2008.

Yours faithfully,  
For PRAVIN MEHTA AND MITHI & CO.,

*Pravin Mehta*

PARTNER.

