



ADVOCATES & SOLICITORS

S. R. Mishra  
Advocate & Solicitor, High Court, Mumbai  
On Record of Supreme Court of India

Phone : 022 22046035  
022 64511607  
Fax : 022 22851907

Title Certificate

Re.: All that piece and parcel of land or ground together with hereditaments and premises structures lying being and situate at S. K. BOLE Road, Dadar (West), Mumbai within the limits of greater Mumbai in the registration district and sub-district of Mumbai city bearing final plot no.240(p) TPS IV Mahim Division admeasuring about 3,762 sq. yards. i.e.3,145.51 sq. mts. Or thereabouts and assesses by the Assessor and the Collector of Municipal (1A), taxes under G/N Ward no. G-4321, 2, 2(A), 2(B), 2(D) bearing street nos. 54E, 56E, F, G and 60-62A Mumbai- 400028 in the registration District of Mumbai City and Sub - District Mumbai Suburban (hereinafter referred to as the "said property").

A. For the purpose of this opinion we have relied upon :-

1. Property Card extracts dated 19<sup>th</sup> September, 2013 with respect to the said property.
2. Development Plan remark dated 6<sup>th</sup> December, 2013 bearing No. CHE/680/DPCity/G/N issued by Assistant Engineer Development Plan

1

G/North Ward, Municipal Corporation of Greater Mumbai with respect to the said property.

3. Town Planning Scheme remarks dated 28<sup>th</sup> February, 2012 bearing No. CHE/DP/T123/TPS/R issued by Assistant Engineer (Town Planning), Municipal Corporation of Greater Mumbai with respect to the said property.
4. Deed of Partnership Dated 15<sup>th</sup> March, 2012 Bearing Registration No. BBE2-5770/2012 executed between M/s. Kumar Urban Development Limited a company incorporated under the Indian Companies Act, 1956, bearing CIN No. U70101PN1993PTC072139 and M/s. Kumar Housing Corporation Limited, a company incorporated under the Indian Companies Act, 1956, bearing CIN No. U70101PN1989PTC050832.
5. Development Agreement Dated 1<sup>st</sup> August, 2012 bearing registration No. BBE2-05770-2012 executed between Mr. Sureshchandra Alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda and M/s. Kumar Housing and Land Development, bearing CIN No. AAB-4358 partnership firm of M/s. Kumar Urban Development Ltd bearing CIN No. U70101PN1993PTC072139 and M/s. Kumar Housing Corporation, a company incorporated under the Indian

A.

- Companies Act, 1956 bearing CIN No. U70101PN1989PTC050832 with respect to the said property.
6. Power Of Attorney dated 1<sup>st</sup> August, 2012 bearing No. BBE-2/05771/2012 executed between Mr. Sureshchandra alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda in favour of M/s. Kumar Urban Development Ltd. bearing CIN No. U70101PN1993PTC072139, M/s. Kumar Housing Corporation Ltd. bearing CIN No. U70101PN1989PTC050832, partners of M/s. Kumar Housing & Land Development, a partnership firm bearing CIN No. AAB-4358 under the Indian Partnership Act, 1932.
7. Ministry of Corporate Affairs under Rule 32(1) of the LLP Rules, 2009 issued on 2<sup>nd</sup> April, 2013 Certificate of Registration on Conversion of M/s. Kumar Housing and Land Development to Kumar Housing and Land Development LLP vide registrar's NOC LLP No AAB-4358.
8. Limited Liability Partnership namely M/s. Kumar Housing and Land Development (LLP) agreement dated 11<sup>th</sup> April, 2014 bearing Notarial Register S. No. 2411/2014 Kumar Urban Development Limited, a company



incorporated under the Indian Companies Act, 1956 bearing CIN No. U70101PN1993PTC072139, and Kumar Housing Corporation Limited, a company incorporated under the Indian Companies Act, 1956 bearing CIN No. U70101PN1989PTC050832 , and KUL Developers Private Limited, a company incorporated under the Companies Act, 1956 bearing CIN No. U70102PN2006PTC129196, are the "Existing Partners" and Mr. Anant Girdharlal Shah, Mr. Kirtikumar Girdharlal Shah, Mr. Kumar Girdharlal Shah, Mr. Rajiv Anant Shah and Mr. Gautam KirtiKumar Shah are the "Incoming Partners."

9. Memorandum of Understanding dated 25<sup>th</sup> March, 2014 bearing Notarial Register S.NO. 2409/2014 executed between M/s. Kumar Housing and Land Development and Mr. Anant Girdharlal Shah, Mr. Kirtikumar Girdharlal Shah , Mr. Kumar Girdharlal Shah , Mr. Rajiv Anant Shah , Mr. Gautam Kirtikumar Shah.
10. Limited Liability Partnership namely M/s. Kumar Housing and Land Development (LLP) agreement dated 1<sup>st</sup> August, 2014 Mr. Anant Girdharlal Shah , Mr. Kirtikumar Girdharlal Shah, Mr. Kumar Girdharlal Shah, Mr. Rajiv Anant Shah, Mr. Gautam Kirtikumar Shah are the "Continuing Partners" and Kumar Urban Development Limited , Kumar Housing Corporation Limited are the "Retiring Partners".





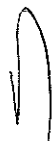
11. Memorandum of Understanding dated 28<sup>th</sup> day of August, 2014 executed between Kumar Housing and Land Development (the developer) and Mr. Rajendra Amrutlal Vora (the tenant/ occupant).
12. Ministry of Corporate Affairs under Rule 20(3) of the LLP Rules, 2009 issued on 8<sup>th</sup> July, 2015 Fresh Certificate of Incorporation Kumar Housing and Land Development LLP AAB-4358 changed to Chinatamani Land and Housing LLP vide registrar's NOC LLP No. AAB-4358.
13. Public notice dated 4<sup>th</sup> January, 2016 published in newspapers namely The Free Press Journal (English) and Navshakti (Marathi) in Bombay.

B. Original documents Verified for the purpose of title verification:-

1. Certified copy of Property Card extract dated 19<sup>th</sup> September, 2013 with respect to the said property.
2. Photocopy of Development Plan remark dated 6<sup>th</sup> December, 2013 bearing No. CHE/680/DPCity/G/N issued by Assistant Engineer Development Plan G/North Ward, Municipal Corporation of Greater Mumbai with respect to the said property.

M,

3. Photocopy of Town Planning Scheme remarks dated 28<sup>th</sup> February, 2012 bearing No. CHE/DP/T123/TPS/R issued by Assistant Engineer (Town Planning), Municipal Corporation of Greater Mumbai with respect to the said property.
4. Deed of Partnership Dated 15<sup>th</sup> March, 2012 Bearing Registration No.BBE2-5770/2012 executed between M/s. Kumar Urban Development Limited a company incorporated under the Indian Companies Act, 1956, bearing CIN No. U70101PN1993PTC072139 and M/s. Kumar Housing Corporation Limited, a company incorporated under the Indian Companies Act, 1956, bearing CIN No. U70101PN1989PTC050832.
5. Development Agreement Dated 1<sup>st</sup> August, 2012 bearing registration No.BBE2-05770-2012 executed between Mr. Sureshchandra Alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda and M/s. Kumar Housing and Land Development, bearing registration No. AAB-4358 partnership firm of M/s. Kumar Urban Development Ltd bearing CIN No. U70101PN1993PTC072139 and M/s. Kumar Housing Corporation, a company incorporated under the Indian Companies Act, 1956 bearing CIN No. U70101PN1989PTC050832 with respect to the said property.



**S. R. Mishra**Advocate & Solicitor, High Court, Mumbai  
On Record of Supreme Court of India

6. Power Of Attorney dated 1<sup>st</sup> August, 2012 bearing No. BBE-2/05771/2012 executed between Mr. Sureshchandra alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda in favour of M/s. Kumar Urban Development Ltd. bearing CIN No. U70101PN1993PTC072139, M/s. Kumar Housing Corporation Ltd. bearing CIN No. U70101PN1989PTC050832, partners of M/s. Kumar Housing & Land Development, a partnership firm bearing registration No. AAB-4358 under the Indian Partnership Act, 1932.
7. Photocopy of Ministry of Corporate Affairs under Rule 32(1) of the LLP Rules, 2009 issued on 2<sup>nd</sup> April, 2013 Certificate of Registration on Conversion of M/s. Kumar Housing and Land Development to Kumar Housing and Land Development LLP vide registrar's NOC LLP No AAB-4358.
8. Limited Liability Partnership namely M/s. Kumar Housing and Land Development (LLP) agreement dated 11<sup>th</sup> April, 2014 bearing Notarial Register S. No. 2411/2014 Kumar Urban Development Limited, a company incorporated under the Indian Companies Act, 1956 bearing CIN No.



7



ADVOCATES &amp; SOLICITORS

11. Memorandum of Understanding dated 28<sup>th</sup> day of August, 2014 executed between Kumar Housing and Land Development (the developer) and Mr. Rajendra Amrutlal Vora (the tenant/ occupant).
12. Photocopy of Ministry of Corporate Affairs under Rule 20(3) of the LLP Rules, 2009 issued on 8<sup>th</sup> July, 2015 Fresh Certificate of Incorporation Kumar Housing and Land Development LLP AAB-4358 changed to Chinatamani Land and Housing LLP vide registrar's NOC LLP No. AAB-4358.
13. Public notice dated 4<sup>th</sup> January, 2016 published in newspapers namely The Free Press Journal (English) and Navshakti (Marathi) in Bombay.

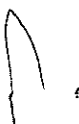
C. History of the root of the Title:-

- I. One late Ms. Panbai widow of Mr. Palan Sojpal during her lifetime was seized and possessed of or otherwise well and sufficiently entitled to all the piece and parcel of land hereditaments and premises situate lying and being at S.K Bole Road, Dadar (west), Mumbai being final plot no. 240(p) of TPS IV Mahim division admeasuring 3,762 sq. yds. equivalent to 3145.5 square meters or thereabout together with building standing thereon and known as "Palan Sojpal Building" with ground and three upper floors.

A handwritten signature, possibly 'N.', located at the bottom left of the page.



- II. The said late Ms. Panbai died on or about the 5<sup>th</sup> November, 1967 leaving behind her, her last will and testament dated May, 1959; ( Exact Date not visible)
- III. By her said will and testament the said testatrix appointed Mrs. Sunderbai Ratanshi Shah as the Sole Executrix and specifically bequeathed the immoveable property described in the schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 hereunder written to her grandchildren (a) Mr. Sureshchandra alias Kishor Ratanshi Shah the owner at serial No. 1 above (b) Mr. Kirit alias Narendra Ratanshi Shah the owner at serial No.2 above and (c) Mr. David Ratanshi Shah ( since deceased) the beneficiaries therein as Tenants-in-Common in equal share i.e. 1/3<sup>rd</sup> each, absolutely;
- IV. The sole Executrix, Mrs. Sunderbai Ratanshi Shah had mostly administered the said estate of the Testatrix and she died on or about 27<sup>th</sup> April, 1996 leaving some part of the estate of the testatrix unadministered;
- V. However before the estate of the Testatrix could be administered fully and the beneficiaries receive their share of her estate, Mr. David Ratanshi Shah one of the beneficiaries died intestate on or about 23<sup>rd</sup> June, 2002 leaving behind said (a) Mrs. Avanti David Shah- Wife (b) Mrs. Bijal Jiten Shah – married daughter and (c) Mrs. Bhavi Dhiren Chheda- married daughter, the owners at serial nos. 3(a) to 3(c) above as his only legal heirs and legal representatives under the provisions of the



Hindu Succession Act, 1956 by which he was governed at the time of his death, who are amongst themselves entitled to said 1/3<sup>rd</sup> share of Mr. David Ratanshi Shah in the Testatrix estate and each of them being entitled to 1/9<sup>th</sup> share of the Testatrix estate;

VI. The Second owner Mr. Kirit alias Narendra Ratanshi Shah filed a Testamentary Petition No. 627 of 2002 in the Hon'ble High Court at Mumbai in its Testamentary and Intestate Jurisdiction on 2<sup>nd</sup> August, 2002 for the Letter of Administration De Bonis- Non with the will of the deceased Ms. Panbai Palan Sojpal annexed for administering the remaining part of the estate of the Testatrix and which were granted to him by the Hon'ble Court on the 9<sup>th</sup> October, 2003.

VII. By Deed of Transfer made and executed at Mumbai on 20<sup>th</sup> January, 2004 (registered with the sub-registrar, Mumbai under no. 433/2014 on 20<sup>th</sup> January, 2004) between Mr. Kirit alias Narendra Ratanshi Shah, therein referred to as the Transferor (the second owner herein) of the one part and the owners hereinabove therein described as the transferees of the other part, the second owner as the Administrator De-Boins-Non of the will of late Bai Panbai widow of Mr. Palan Sojpal, did grant and transfer unto the owned herein all the said land, herein under and premises situated at Portuguese Church Street known as S.K.Bole Road,



Dadar (west) , Mumbai 400 028 more particularly described in the first schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 there under written being the name \_\_\_\_\_ in the First schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 hereunder written TO HAVE AND TO HOLD the same unto and to use of the owner herein as Tenants-in-Common in the following proportion:-

- i) Mr. Sureshchandra alias Kishor Ratanshi Shah-1/3<sup>rd</sup> share
- ii) Mr. Kirit alias Narendra Rtanshi Shah- 1/3<sup>rd</sup> share
- iii) Mrs. Avanti David Shah- 1/9<sup>th</sup> share
- iv) Mrs. Bijal Jiten Shah – 1/9<sup>th</sup> share
- v) Mrs. Bhavi Dhiren Chheda – 1/9<sup>th</sup> share

VIII. By and under the Indenture of Gift made on executed on 19<sup>th</sup> march, 2012( registered with sub-registrar of assurances under no. 1965/2012 on 22<sup>nd</sup> March, 2012) between Mr. Sureshchandra alias Kishor Ratanshi Shah herein called Donor of the one part and Mr. Amit Sureshchandra alias Kishor Shah therein called the Donee of the other part, the said Mr. Sureshchandra alias Kishor Ratanshi Shah, the Donee one half of the undivided 1/3<sup>rd</sup> share right title and interest in the said property more particularly described in the First Schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-

A.

05770-2012 thereunder written being the same as described in the First Schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 hereinunder written i.e. 1/6<sup>th</sup> undivided share, title and interest in the said property of the Donee.

IX. In the circumstances the said Mr. Amit Sureshchandra alias Kishor Ratanshi Shah became entitled to 1/6<sup>th</sup> undivided share, title and interest in the said property.

X. By and under indenture of Gift made and executed on 22nd March, 2012 (registered with sub-registrar of assurances under no. 1967/2012 on 22<sup>nd</sup> March, 2012) between Mr. Kirit alias Narendra Ratanshi Shah therein called Donor of the one part and Mr. Nainish Kirit alias Narendra Ratanshi Shah therein called donee of the other part, the said Kirit alias Narendra Ratanshi Shah did in consideration of his love and affection for his son the said Mr. Nainish Kunal Kirit alias Narendra Ratanshi Shah the donee, therein granted, convey, transfer and assure unto the said Mr. Nainish Kirit alias Narendra Ratanshi Shah, the Donee one third of his 1/3<sup>rd</sup> undivided share, right, title and interest in the said property more particularly described in the first schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 thereunder written being the same as described in the first schedule as referred in the Development

Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 hereunder written i.e. 1/9<sup>th</sup> undivided share, title and interest in the said property to the Donee.

XI. In the circumstances the said Kunal Kirit alias Narendra Shah became entitled to 1/9<sup>th</sup> undivided share, title and interest in the said property.

XII. By and under indenture of Gift made and executed on 22<sup>nd</sup> March, 2012 (registered with sub-registrar of assurances under no. 1967/2012 on 22<sup>nd</sup> March, 2012) between Mr. Kirit alias Narendra Ratanshi Shah therein called Donor of the one part and Mr. Nainish Kirit alias Narendra Ratanshi Shah therein called donee of the other part, the said Kirit alias Narendra Ratanshi Shah did in consideration of his love and affection for his son the said Mr. Nainish Kirit alias Narendra Ratanshi Shah the donee, therein granted, convey, transfer and assure unto the said Mr. Nainish Kirit alias Narendra Ratanshi Shah, the Donee one third of his 1/3<sup>rd</sup> undivided share, right, title and interest in the said property more particularly described in the first schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 thereunder written being the same as described in the first schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 as referred in the Development Agreement Dated 1st

M.

August, 2012 bearing registration No.BBE2-05770-2012 hereunder written

i.e. 1/9<sup>th</sup> undivided share, title and interest in the said property to the Donee.

XIII. In the circumstances the said Mr. Nainish Kirit alias Narendra Shah became

entitled to 1/9<sup>th</sup> undivided share, title and interest in the said property.

XIV. In the circumstances stated hereinabove, the owners between themselves

are entitled to the said property in the following proportion:-

- i) Mr. Sureshchandra Alias Kishor Ratanshi Shah 1/6<sup>th</sup> Share
- ii) Mr. Amit Sureshchandra Alias Kishor Shah – 1/6<sup>th</sup> Share
- iii) Mr. Kirit Alias Narendra Ratanshi Shah – 1/9<sup>th</sup> Share
- iv) Mr. Nainish Kirit Alias Narendra Ratanshi Shah- 1/9<sup>th</sup> Share
- v) Mr. Kunal Kirit Alias Narendra Ratanshi Shah – 1/9<sup>th</sup> Share
- vi) Mrs. Avanti David Shah -1/9<sup>th</sup> Share
- vii) Mrs. Bijal Jiten Shah – 1/9<sup>th</sup> Share
- viii) Mrs. Bhavi Dhiren Chheda – 1/9<sup>th</sup> Share

XV. By and under the Memorandum of Agreement dated 16<sup>th</sup> May, 2002 entered

into between the first owner, Mr. Sureshchandra alias Kishor Ratanshi, the second

owner (b) Mr. Kirit alias Narendra Ratanshi and (c) Mr. David Ratanshi Shah

(since deceased) therein called as owner of the one part and M/s. Kumar Housing

M,

and Development Ltd., ( subsequently came to be known as M/s. Kumar Urban Development Ltd.) a partner of the developers herein called as the Developers of the other part, the parties thereto had agreed to enter into a Development Agreement for redevelopment of the said property on the terms and conditions and for the consideration therein contained subject however to the NOC being granted by the Appropriate Authority under chapter XXC of the Income Tax Act, 1961 ( since Repealed);

XVI. The parties to the said Memorandum of Agreement made on Application to the Appropriate Authority, Income Tax Department under chapter XXC of the Income Tax Act,1961 ( since Repealed) and obtained the NOC from the said authority on 19<sup>th</sup> August,2002.

XVII. The name of the said Kumar Housing and Land Development Ltd. being the developers in the Memorandum of Understanding dated 16<sup>th</sup> May, 2002 referred to hereinabove with the consent of Registrar of Companies, Pune, Maharashtra, was changed to M/s. Kumar Urban Development Ltd., pursuant to the Certificate issued by the Registrar of Companies, Maharashtra under section 23(1) of the Companies Act, 1956, with effect from 7<sup>th</sup> February,2008;

XVIII. By and under the Deed of Partnership made and entered into at Pune on 15<sup>th</sup> March,2012 between M/s. Kumar Urban Development Ltd.( formerly known as M/s. Kumar Housing and Land Development) and M/s. Kumar Housing

A.



ADVOCATES &amp; SOLICITORS

Corporation Ltd., the said two partners agreed to carry on business in partnership for redevelopment of non society properties in Mumbai and such other business as may be conveniently carried out by them with effect from 1<sup>st</sup> March, 2012, under the terms and conditions recorded therein, which Partnership has been duly registered under the provisions of Indian Partnership Act with the Sub- Registrar of firms, Pune on 20<sup>th</sup> March, 2012.

- XIX. Ministry of Corporate Affairs under Rule 32(1) of the LLP Rules, 2009 issued on 2<sup>nd</sup> April, 2013 Certificate of Registration on Conversion of M/s. Kumar Housing and Land Development to Kumar Housing and Land Development LLP vide registrar's NOC LLP No AAB-4358.
- XX. Development Plan remark dated 6<sup>th</sup> December, 2013 bearing No. CHE/680/DPCity/G/N issued by Assistant Engineer Development Plan G/North Ward, Municipal Corporation of Greater Mumbai with respect to the said property.
- XXI. Town Planning Scheme remarks dated 28<sup>th</sup> February, 2012 bearing No. CHE/DP/T123/TPS/R issued by Assistant Engineer (Town Planning), Municipal Corporation of Greater Mumbai with respect to the said property

A handwritten signature in black ink, appearing to be a stylized 'N' or similar character.



XXII. Limited Liability Partnership namely M/s. Kumar Housing and Land Development (LLP) agreement dated 11<sup>th</sup> April, 2014 bearing Notarial Register S. No. 2411/2014 Kumar Urban Development Limited, a company incorporated under the Indian Companies Act, 1956 bearing CIN No. U70101PN1993PTC072139, and Kumar Housing Corporation Limited, a company incorporated under the Indian Companies Act, 1956 bearing CIN No. U70101PN1989PTC050832, and KUL Developers Private Limited, a company incorporated under the Companies Act, 1956 bearing CIN No. U70102PN2006PTC129196, are the "Existing Partners" and Mr. Anant Girdharlal Shah, Mr. Kirtikumar Girdharlal Shah, Mr. Kumar Girdharlal Shah, Mr. Rajiv Anant Shah and Mr. Gautam Kirtikumar Shah are the "Incoming Partners."

XXIII. Limited Liability Partnership namely M/s. Kumar Housing and Land Development (LLP) agreement dated 1<sup>st</sup> August, 2014 Mr. Anant Girdharlal Shah , Mr. Kirtikumar Girdharlal Shah, Mr. Kumar Girdharlal Shah, Mr. Rajiv Anant Shah, Mr. Gautam Kirtikumar Shah are the "Continuing Partners" and Kumar Urban Development Limited , Kumar Housing Corporation Limited are the "Retiring Partners".

XXIV. The said property is predominantly occupied by the Tenants/Occupants, the list whereof is set out in the second schedule as referred in the Development

A,



ADVOCATES &amp; SOLICITORS

Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 hereunder written and eight rooms are occupied by the owners herein as per the details contained in the third schedule as referred in the Development Agreement Dated 1st August, 2012 bearing registration No.BBE2-05770-2012 herein under written.

XXV. The Building on the said property being more than 95 years old and in dilapidated condition and needed heavy structural repairs and considering the cost thereof, Mr. Sureshchandra Alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda consider it desirable to demolish the same and reconstruct a new building by utilizing the Plot FSI and TDR-FSI/Fungible FSI relating to and arising out of the said property.

XXVI. Property registry card reflects the name of Mr. Sureshchandra alais Kishore Ratanshi Shah, Mr. Kirit alais Narendra Ratanshi Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda as per issuance dated 19<sup>th</sup> September, 2013 from superintendent Mumbai City Survey & Land Records.

A handwritten signature in black ink, appearing to be a stylized 'N' or similar character.

XXVII. Ministry of Corporate Affairs under Rule 20(3) of the LLP Rules, 2009 issued on 8<sup>th</sup> July, 2015 Fresh Certificate of Incorporation Kumar Housing and Land Development LLP AAB-4358 changed to Chinatamani Land and Housing LLP vide registrar's NOC LLP No. AAB-4358.

XXVIII. The Mr. Sureshchandra Alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda granted the development rights in respect of the said property to the Developers i.e. M/s. Kumar Housing And Land Development LLP has been subsequently renamed as M/s. Chintamani Land And Housing LLP vide registrar's NOC LLP No. AAB-4358 dated 8<sup>th</sup> July, 2015 , partnership firm of M/s. Kumar Urban Development Ltd. and M/s. Kumar Housing Corporation under the Development Agreement dated 1<sup>st</sup> August, 2012 bearing registration No. BBE2-05770-2012, interalia demolishing the existing building and constructing new building on the said plot of land by consuming/utilizing F.S.I. of the said Plot and additional F.S.I. permitted either by way of TDR including Fungible FSI or in any other mode as may be permitted from time to time due to change in the DRC rules and policy at or for the valuable consideration and upon the terms and conditions therein mentioned.





ADVOCATES &amp; SOLICITORS

- XXIX. Mr. Sureshchandra Alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda has also granted Power of Attorney dated 1<sup>st</sup> August, 2012 Bearing No. BBE-2/05771/2012 in favour of M/s. Kumar Urban Development Ltd., M/s. Kumar Housing Corporation Ltd., Partners of M/s. Kumar Housing & Land Development LLP has been subsequently renamed as M/s. Chintamani Land And Housing LLP vide registrar's NOC LLP No. AAB-4358 dated 8<sup>th</sup> July, 2015.
- XXX. The Public notices dated 4<sup>th</sup> January, 2016 published in Free Press Journal (English) And Navshakti (Marathi) in Bombay is issued by our firm; we have received one objection with respect to flat No.63 and 64 on 1<sup>st</sup> Floor in B - wing from A. M. Vernekar on behalf of Shri. Radhakrishna Venkatrao Pai.
- XXXI. Search Report not provided with respect to the said property.

**D. Observation:-**

We have perused the relevant Property Registry Card, Development Agreement, Power of Attorney, Public Notices dated 4<sup>th</sup> January 2016 placed before me in respect to the said property as mentioned herein above with respect to the said property.

*N.*

In view of the aforesaid circumstances in our opinion re-development right of the said property is free, marketable, and clear from encumbrances and the M/s. Chintamani Land and Housing LLP vide registrar's NOC LLP No. AAB-4358 dated 8<sup>th</sup> July, 2015, is entitled to re- develop the said property subject to the Search Report, sanctions and approvals to be obtained from statutory authorities and Objection dated 4<sup>th</sup> January, 2016 mention hereinabove.

We are of the opinion that the M/s. Kumar Housing and Land Development LLP has been subsequently renamed as M/s. Chintamani Land And Housing LLP vide registrar's NOC LLP No. AAB-4358 dated 8<sup>th</sup> July, 2015 is entitled to re-develop, sell flat/premises to third parties except the flats allotted to the Mr. Sureshchandra Alias Kishor Ratanshi Shah, Mr. Amit Sureshchandra Alias Kishor Shah, Mr. Kirit Alias Narendra Ratanshi Shah, Mr. Nainish Kirit Alias Narendra Shah, Mr. Kunal Kirit Alias Narendra Shah, Mrs. Avanti David Shah, Mrs. Bijal Jiten Shah, Mrs. Bhavi Dhiren Chheda owners of the Palan Sojpal Building under the Development Agreement dated 1<sup>st</sup> August, 2012 Bearing Registration No.BBE2-05770-2012, M/s. Kumar Housing And Land Development, and Power of Attorney Dated 1<sup>st</sup> August, 2012 Bearing No. BBE-2/05771/2012/S Kumar Urban Development Ltd., M/s. Kumar Housing Corporation Ltd., Partners of M/s. Kumar & Land Development in the building to be re-constructed on the said Property.





ADVOCATES & SOLICITORS

This opinion is issued at the request of Mr. RAJIV SHAH and Mr. GAUTAM SHAH, Partners of M/s. Chintamani Land and Housing LLP.

Dated this 24<sup>th</sup> Day of February, 2016.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

SRM Law Associates

Partner