

To,
Tridhaatu Prince Care Developers LLP
Srikanth Chambers, 5th floor,
B-Wing, Near R. K. Studio,
Chembur,
Mumbai – 400 071.

CERTIFICATE RELATING TO TITLE

Re.: All those pieces or parcels of lands bearing (i) C.T.S. No.429/1 admeasuring 169.8 sq. mtrs. or thereabouts, (ii) C.T.S. No.429/2 admeasuring 13.3 sq. mtrs. or thereabouts, (iii) C.T.S. No.429A admeasuring 668.7 sq. mtrs. or thereabouts, (iv) C.T.S. No.429B admeasuring 1126.8 sq. mtrs. or thereabouts and (v) C.T.S. No.429/D admeasuring 428.2 sq. mtrs. or thereabouts of Village Deonar Chembur, admeasuring in the aggregate 2406.8 sq. mtrs. or thereabouts as presently recorded in the Property Register Cards thereof, admeasuring in the aggregate 2112.97 sq. mtrs. or thereabouts as per the title deed i.e. Indenture dated 19 March 2013 in favour of Tridhaatu Prince Care Developers LLP and admeasuring in the aggregate 2226.70 sq. mtrs. or thereabouts at site, together with the bungalow known as "Silver Oaks" standing thereon lying, being and situate within the Registration District and Sub-District of Bombay City and Bombay Suburban (hereinafter collectively referred to as "the said Property").

I. TITLE DOCUMENTS:

For the purpose of this certificate, we have perused the following documents (originals and/ or copies as stated below), and have relied upon the contents being true and correct:-

- (a) Certified copy of the Indenture of Lease dated 18 November 1961 executed between Sushila Shashikumar Gore therein referred to as the Lessor of the One Part and The New India Industries Limited therein referred to as the Lessee of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM/R/214/1962.
- (b) Photocopy of the Indenture of Conveyance dated 21 January 1974 executed between Sushila Shashikumar Gore therein referred to as the Vendor of the One Part and (i) Sudhira Kadam, (ii) Bhalchandra Kadam and (iii) Coonal Kadam therein collectively referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM/S/289/1974.
- (c) Photocopy of the Agreement For Sale dated 29 September 1982 executed between (i) Shashikumar Shamrao Gore, (ii) Anil Shashikumar Gore and (iii) Aruna Preet Mohansingh Malik therein collectively referred to as the Vendors of the One Part and Naru Chadiram Thadani therein referred to as the Purchaser of the Other Part.

- (d) Photocopy of the notarised Declaration dated 25 January 1992 of Aruna Preet Mohansingh Malik.
- (e) Photocopy of Indenture of Conveyance dated 6 May 1994 executed between Anil S. Gore therein referred to as the Vendor of the One Part and Naru Chandiram Thadani through his constituted attorney Bhagwan C. Thadani therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BBM-1/1692/1994.
- (f) Photocopy of the Last Will and Testament dated 17 January 1985 of Naru Chandiram Thadani and Codicil dated 10 April 1987 thereto together with the Probate dated 13 June 2007 granted by the Hon'ble Bombay High Court in its Testamentary & Intestate Jurisdiction in Petition No.507 of 2004.
- (g) Photocopy of the notarised Deed of Transfer dated 7 January 1999 executed between Bhagwan Chandiram Thadani in his capacity as the Executor and Trustee of the Last Will and Testament of the late Naru Chandiram Thadani, therein referred to as the Executor and Trustee of the One Part and Aparna B. Thadani therein referred to as the Transferee of the Other Part.
- (h) Photocopy of the Deed of Transfer dated 14th August 2014 executed between Bhagwan Chandiram Thadani in his capacity as the Executor and Trustee of the Last Will and Testament of the late Naru Chandiram Thadani, therein referred to as the Executor and Trustee of the One Part and Aparna Floren (nee Aparna Bhagwan Thadani) therein referred to as the Transferee of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.KRL-1/7136/2014
- (i) Photocopy of Deed of Gift dated 21 April 2012 executed between Mrs. Aparna Floren (nee Ms. Aparna Bhagwan Thadani) through her constituted attorney Bhagwan C. Thadani therein referred to as the Donor of the One Part and Sharad Thadani therein referred to as the Donee of the Other Part and registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No.BDR-3/3740/2012.
- (j) Photocopy of the Affidavit dated 14th August 2014 executed by Aparna Floren (nee Aparna Bhagwan Thadani) and registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No.KRL-1/7137/2014.

- (k) Photocopy of the Indenture of Conveyance dated 19 March 2013 executed between Sharad Bhagwan Thadani therein referred to as the Vendor of the One Part and Messrs Tridhaatu Prince Care Developers LLP therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances at Kurla under Serial No.KRL-1/2557/2013.
- (l) Photocopy of Power of Attorney dated 20 March 2013 executed by the aforesaid Sharad Bhagwan Thadani in favour of the said LLP and registered with the Sub-Registrar of Assurances at Kurla under Serial No.2558 of 2013.
- (m) Photocopies of the Property Register Cards of C.T.S. Nos. 429/1, 429/2, 429/A, 429B and 429/D.
- (n) Photocopy of the Roznama in the L.E. &C Suit No.463/ 625 of 1976.
- (o) Photocopy of the Oral Judgment dated 18 August 2004 passed by the Small Causes Court at Bombay in the Application for Standard Rent bearing No.RAN/768/SR of 1978.
- (p) Photocopy of the Plaint filed in Suit No.RAE/1579/4831 of 1988 before the Small Causes Court at Bombay.
- (q) Photocopy of the Oral Judgment dated 26 August 2003 passed by the Court of Small Causes at Bombay in the Suit No.RAE/1579/4831 of 1988.
- (r) Photocopy of the Order dated 2 July 2011 passed by the Court of Small Causes at Bombay in the Suit No.RAE/1579/4831 of 1988.
- (s) Photocopy of the Interim Order dated 11 May 2012 passed by the Small Causes Court at Bombay in the Appeal No.79 of 2011 in the Suit No.RAE/1579/4831 of 1988.
- (t) Photocopy of the Writ Petition No.7394 of 2012 preferred before the Hon'ble High Court of Judicature at Bombay.
- (u) Photocopy of the Interim Order dated 7 August 2012 passed by the Hon'ble Bombay High Court in the Writ Petition No.7394 of 2012.
- (v) Photocopy of the Interim Order dated 3 April 2013 passed by the Small Causes Court at Bombay in the Appeal No.79 of 2011 in the Suit No.RAE/1579/4831 of 1988.

- (w) Photocopy of the Execution Application No.431 of 2013 filed by Tridhaatu Prince Care Developers LLP in the Suit No.RAE/1579/4831 of 1988.
- (x) Photocopy of the Order dated 23 December 2013 passed by the Small Causes Court at Bombay in the Execution Application No.431 of 2013 in the Suit No.RAE/1579/4831 of 1988.
- (y) Photocopy of the Order dated 8 May 2014 passed by the Small Causes Court at Bombay in the Execution Application No.431 of 2013 in the Suit No.RAE/1579/4831 of 1988.
- (z) Photocopy of the Order dated 9 June 2014 passed by the Small Causes Court at Bombay in the Execution Application No.431 of 2013 in the Suit No.RAE/1579/4831 of 1988.
- (aa) Photocopy of the Bailiff Report dated 16 June 2014.
- (bb) Photocopy of the purshis in the Execution Application No.431 of 2013 in the Suit No.RAE/1579/4831 of 1988.
- (cc) Photocopy of the Oral Order dated 23 July 2014 passed in the Execution Application No.431 of 2013 in the Suit No.RAE/1579/4831 of 1988.
- (dd) Photocopy of the Complaint filed in the R.A.E. & R. Suit No.1/1 of 2002 before the Small Causes Court at Bombay.
- (ee) Search Report dated 30 June 2014 issued by Mr. Vishwas J. Daware.
- (ff) Search Report dated 4 August 2014 issued by Mr. Rakesh Kapur, Company Secretaries in respect of search conducted in the Registrar of Companies.

II. **BRIEF HISTORY:**

Based on the aforesaid documents and the information furnished to us, we observe as follows:-

1. It appears that one Malati J. A. D. Naoroji was, inter alia, the owner of all that piece or parcel of land or ground admeasuring 3033 sq. yards or thereabouts (equivalent to 2535.97 sq. mtrs. or thereabouts) then forming part of Survey No.82 of Village Deonar situate lying and being at Deonar, near Chembur in the Registration Sub-district of Bandra, Taluka S. Salsette, District Greater Bombay (hereinafter referred to as "the Larger Land").

2. It appears that by a Deed of Conveyance dated 25 May 1952 executed between the aforesaid Malati J. A. D. Naoroji therein referred to as the Vendor of the One Part and Sushila Shashikumar Gore therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.3295 of 1952, the Vendor therein sold, transferred and, conveyed unto the Purchaser therein, the Larger Land, at or for the consideration and in the manner therein contained.
3. By an Indenture of Lease dated 18 November 1961 executed between the aforesaid Sushila Shashikumar Gore therein referred to as the Lessor of the One Part and The New India Industries Limited therein referred to as the Lessee of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.214 of 1962, the Lessor therein demised unto the Lessee therein, the Larger Land together with the messuages, tenements or dwelling houses standing thereon, for a period of 2 (two) years commencing from 1 March 1961 and ending on 28 February 1963, in consideration of the rent thereby reserved and subject to the covenants and conditions on the part of the Lessee therein to be observed and performed as contained in the aforesaid Indenture of Lease.
4. By an Indenture of Conveyance dated 21 January 1974 executed between the aforesaid Sushila Shashikumar Gore therein referred to as the Vendor of the One Part and (i) Sudhira Kadam wife of Bhalchandra Kadam, (ii) Bhalchandra Kadam son of Prassannakumar Kadam and (iii) Coonal Kenneth Kadam son of Bhalchandra Kadam therein collectively referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.289 of 1974, the Vendor therein sold transferred and conveyed unto the Purchasers therein, a portion admeasuring 506 sq. yards or thereabouts (equivalent to 423.08 sq. mtrs. or thereabouts) then bearing Survey No.82 Hissa No.C, out of the Larger Land, (hereinafter referred to as "**the sold Land**"), at or for the consideration and in the manner therein contained.
5. In the circumstances, it appears that the aforesaid (i) Sudhira Kadam, (ii) Bhalchandra Kadam and (iii) Coonal Kadam became entitled to the sold Land and the aforesaid Sushila Shashikumar Gore became entitled to the balance portion admeasuring 2112.97 sq. mtrs. or thereabouts retained by her out of the Larger Land (hereinafter referred to as "**the Balance Land**").

6. It appears that the aforesaid Sushila Shashikumar Gore constructed on a portion of the Balance Land, a bungalow known as "Silver Oaks"(hereinafter referred to as "the said Bungalow").
7. It appears that by a License Agreement dated 14 January 1976 executed between the (i) Dr. Sushila S. Gore, (ii) Shri. S.S. Gore and (iii) Shri. Anil S. Gore therein referred to as the Licensors of the One Part and Ashok Kumar Agarwal therein referred to as the Licensee of the Other Part, the aforesaid Licensors permitted Ashok Kumar Agarwal to occupy the said Bungalow on a caretaker basis for a period of 3 (three) years, at or for a monthly compensation and on the terms and conditions therein contained.
8. It appears that a portion of the Larger Land was affected and surrendered for the purpose of set back.
9. It appears that on or about 16 April 1979, Sushila Shashikumar Gore expired intestate leaving behind (i) her husband, Shashikumar Shamrao Gore, (ii) her son, Anil Shashikumar Gore and (iii) her daughter, Aruna Preet Mohansingh Malik as her only legal heirs and next of kins per the Hindu Succession Act, 1956 by which she was governed at the time of her death. In the circumstances, the estate of the aforesaid late Sushila Shashikumar Gore devolved upon (i) her husband, Shashikumar Shamrao Gore, (ii) her son, Anil Shashikumar Gore and (iii) her daughter, Aruna Preet Mohansingh Malik.
10. By an Agreement For Sale dated 29 September 1982 executed between the aforesaid (i) Shashikumar Shamrao Gore, (ii) Anil Shashikumar Gore and (iii) Aruna Preet Mohansingh Malik therein collectively referred to as the Vendors of the One Part and Naru Chandiram Thadani therein referred to as the Purchaser of the Other Part, the Vendors therein agreed to sell, transfer and convey unto the Purchaser therein, the Balance Land then bearing Survey No.82 and C.T.S. Nos. 29 (Part), 429/1 and 429/2 admeasuring in the aggregate 2056.2 sq. mtrs. or thereabouts (equivalent to 2459.17 sq. yards or thereabouts) together with the said Bungalow standing thereon, subject however to the occupation of the aforesaid Ashok Kumar Agarwal, at or for the consideration and on the terms and conditions therein contained. The aforesaid Agreement For Sale was executed subject to the then pending Suit bearing No.LE/463/625 of 1978 filed by Sushila Shashikumar Gore in her lifetime against the aforesaid Ashok Kumar Agarwal before the Small Causes Court at Bombay more particularly detailed in Class III (A) below. It appears that at the time of the execution of the aforesaid

Agreement For Sale, the application bearing No. RA/768/SR of 1978 filed by Aslok Kumar Agarwal in the Small Causes Court at Bombay more particularly detailed in Clause III (B) below was also pending. We observe that Sushila Shashikumar Gore was entitled to the Balance Land admeasuring 2112.97 sq. mtrs. or thereabouts retained by her out of the Larger Land. Further, there is no title deed recording the area of the Balance Land as 2056.2 sq. mtrs. as is reflected in the aforesaid Agreement For Sale dated 29 September 1982. It appears that the same has been inadvertently recorded as 2056.2 sq. mtrs. instead of 2112.97 sq. mtrs. in the aforesaid Agreement for Sale and the subsequent deeds recited below.

11. It appears that pending the execution of the Deed of Conveyance in favour of Naru Chandiram Thadani, the aforesaid Shashikumar Shamrao Gore expired intestate on 22nd March 1990 leaving behind (i) his son, Anil Shashikumar Gore and (ii) his daughter, Aruna Preet Mohansingh Malik as his only legal heirs as per the Hindu Succession Act, 1956 by which he was governed at the time of his death. In the circumstances, the estate of the aforesaid late Shashikumar Shamrao Gore devolved upon (i) his son, Anil Shashikumar Gore and (iii) his daughter, Aruna Preet Mohansingh Malik.
12. By a Declaration dated 25 January 1992, Aruna Preet Mohan Singh Malik declared and confirmed that she has no claim, interest, right and title in the Balance Land then bearing Survey No.82 and C.T.S. Nos.429 (Part), 429/1 and 429/2 admeasuring in the aggregate 2056.2 sq. mtrs. or thereabouts (equivalent to 2459.17 sq. yards or thereabouts) together with the said Bungalow standing thereon and also confirmed that her brother, Anil Shashikumar Gore is absolutely entitled to transfer and convey the same in favour of Naru Chandiram Thadani and accordingly gave her no objection to the transaction thereof.
13. By an Indenture dated 6 May 1994 executed between the aforesaid Anil S. Gore the seller referred to as the Vendor of the One Part and Naru Chandiram Thadani through his constituted attorney Bhagwan C. Thadani therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.1692 of 1994, the Vendor therein sold, transferred and conveyed unto the Purchaser therein, the Balance Land then bearing Survey No.82 and C.T.S. Nos.429 (Part), 429/1 and 429/2 admeasuring in the aggregate 2056.2 sq. mtrs. or thereabouts (equivalent to 2459.17 sq. yards or thereabouts) as per previous title deeds; and 2226.7 sq. mtrs. or thereabouts (equivalent to 2663.11 sq. yards or thereabouts) as per the then

city survey extracts; together with the said Bungalow standing thereon subject to the occupancy of the said Ashok Kumar Agarwal, however together with all the benefits arising from (i) the then pending Suit No.LE/463/825 of 1978 (more particularly detailed in Clause III (A) below) and(ii) the Suit No.RAE/1579/4831 of 1978 (more particularly detailed in Clause III (C) below), at or for the consideration and in the manner therein contained. It appears that at the time of the execution of the aforesaid Indenture, the application bearing No. RA/463/SR of 1978 filed by Ashok Kumar Agarwal in the Small Causes Court at Bombay more particularly detailed in Clause III (B) below was also pending.

14. It appears that on or about 14 December 1997, Naru Chadiram Thadani expired leaving behind his Last Will and Testament dated 17 January 1985 and Codicil dated 10 April 1987 thereto, appointing his brother, Bhagwan Chandiram Thadani as the Executor thereof. Under the aforesaid Will and Codicil thereto, the late Naru Chadiram Thadani, inter alia, bequeathed the portion of the Larger Land bearing Survey No.82 admeasuring in the aggregate 3033 sq. yards or thereabouts to his niece, Aparna B. Thadani. We observe that in the aforesaid Will the area of the property bequeathed is inadvertently recorded as 3033 sq. yards which appears to be the area of the Larger Land as stated in Clause II (1) above. On or about 13 June 2007, the Hon'ble Bombay High Court in its Testamentary & Intestate Jurisdiction in Petition No.507 of 2004 granted Permission to Bhagwan Chandiram Thadani being the sole executor and trustee of the aforesaid Will.
15. In order to give effect to the provisions contained in the aforesaid Will and Codicil thereto of the late Naru Chandiram Thadani, by a Deed of Transfer dated 7 January 1999 executed between Bhagwan Chandiram Thadani in his capacity as the Executor and Trustee of the Last Will and Testament of the late Naru Chadiram Thadani, therein referred to as the Executor and Trustee of the Gift Part and Aparna B. Thadani therein referred to as the Transferee of the Gift Part, the Executor and Trustee therein transferred and assured unto the Transferee therein, the Balance Land then bearing C.T.S. Nos.429 (Part), 429/1 and 429/2 admeasuring in the aggregate 2056.2 sq. mtrs. or thereabouts (equivalent to 2459.17 sq. yards or thereabouts) as per previous title deeds; and 2663.11 sq. mtrs. or thereabouts (equivalent to 2663.11 sq. yards or thereabouts) as per the then city survey extracts; together with the said Bungalow standing thereon together with the right, title and interest of the late Naru Chandiram Thadani therein, in the manner therein contained. The aforesaid Deed of Transfer was not registered.

16. In order to perfect the title of the owners, by a Deed of Transfer dated 14 August 2011 executed between the aforesaid parties Bhagwan Chandiram Thadani in his capacity as the Executor and Trustee of the Last Will and Testament of the late Naru Chandiram Thadani, therein referred to as the Executor and Trustee of the One Part and Aparna Floren (Nee Aparna Bhagwan Thadani) therein referred to as the Transferee of the Other Part, the Executor and Trustee therein transferred and assured unto the Transferee therein, the Balance Land then bearing C.T.S. Nos.429 (Part), 429/1 and 429/2 admeasuring in the aggregate 2056.2 sq. mtrs. or thereabouts (equivalent to 2459.17 sq. yards or thereabouts) as per previous title deeds; and 2226.7 sq. mtrs. or thereabouts (equivalent to 2663.11 sq. yards or thereabouts) as per the then city survey extracts, together with the said Bungalow standing thereon together with the right, title and interest of the late Naru Chandiram Thadani therein, in the manner therein contained and the same was registered with the Sub-Registrar of Assurances, at Kurla under Serial No.7136 of 2014. A copy of the Deed of Transfer dated 7 January 1999 referred in Clause 15 above was annexed to it.
17. By a Deed of Gift dated 21 April 2012 executed between Mrs. Aparna Floren (nee Mrs. Aparna Bhagwan Thadani) through her constituted attorney Bhagwan Chandiram Thadani therein referred to as the Donor of the One Part and Sharad Chandiram Thadani therein referred to as the Donee of the Other Part and registered with the Sub-Registrar of Assurances at Serial No.3740 of 2012, the Donor therein, in consideration of natural love and affection that the Donor therein bears to and as the Donee therein, transferred by way of gift to the Donee therein, the Balance Land then bearing Survey No.82 and C.T.S. Nos.429/1, 429/2, 429A, 429B and 429D admeasuring in the aggregate 2056.2 sq. mtrs. or thereabouts (equivalent to 2459.17 sq. yards or thereabouts) as per previous title deeds; and measuring in the aggregate 2406.8 sq. mtrs. or thereabouts as per the then city survey extracts and admeasuring in the aggregate 2444 sq. mtrs. or thereabouts at site together with the said Bungalow standing thereon, subject to (i) the claim and occupation of one Umakant Agarwal and his family members to the eviction proceedings and (ii) the pending appeals before the Small Causes Court at Bombay being (a) Appeal No.79 of 2011 preferred by the aforesaid Umakant Agarwal and (b) Appeal No.51 of 2012 preferred by the heirs of Ashok Kumar Agarwal, both in Suit No.RAE/1579/4831 of 1988, however with the benefits of the eviction order, as more particularly detailed in Clause III (C) thereof in the manner therein contained.

18. By an Affidavit dated 14 August 2014 registered with the Sub-Registrar of Assurances, at Kurla under Serial No.7136 of 2014, Aparna Floren (nee Ms. Aparna Bhagwan Thadani), inter alia, confirmed the due execution of Deed of Transfer dated 7 January 1999, Power of Attorney dated 14 January 2000, Deed of Gift dated 21 April 2012 and Deed of Transfer dated 14 August 2014.
19. By an Indenture dated 19 March 2013 executed between Sharad Bhagwan Thadani therein referred to as the Vendor of the One Part and Messrs Tridhaatu Prince Care Developers LLP (hereinafter referred to as "the said LLP") therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances at Kurla under Serial No.2557 of 2013, the Vendor therein sold, transferred and conveyed unto the Purchasers therein, the Balance Land viz., all that piece and parcel of land or ground bearing Survey No.82 and therein bearing C.T.S. Nos.429/1, 429/2, 429A, 429B and 429D all of Village Deonar admeasuring in the aggregate 2112.97 sq. mtrs. or thereabouts as per previous title deeds and admeasuring in the aggregate 2406.8 sq. mtrs. or thereabouts as per the city survey extracts and admeasuring in the aggregate 22,310 sq. mtrs. or thereabouts at site, together with the said Bungalow situate lying and being at Village Deonar, Chembur within the Registration District and Sub-District of Bombay City and Bombay Suburban (hereinafter collectively referred to as "the said Property"), subject to (i) the claim and occupation of Umakant Agarwal and other family members in the eviction proceedings and (ii) the appeals being (a) Appeal No.79 of 2011 and (b) Appeal 51 of 2012 in Suit No.RAE/1579/4831 of 1988 pending before the Small Causes Court at Bombay (more particularly detailed in Clause III (C) below), however with the benefits of the eviction decree and/ or any other orders passed in the above matter at or for the consideration and in the manner therein contained. We observe that the area of the said Property as recorded in the previous title deed is 2056.2 sq. mtrs. as against 2112.97 sq. mtrs. recorded in the aforesaid Indenture dated 19 March 2013.
20. By a Power of Attorney dated 20 March 2013 executed by the aforesaid Sharad Bhagwan Thadani in favour of the said LLP and registered with the Sub-Registrar of Assurances at Kurla under Serial No.2558 of 2013, the aforesaid Sharad Bhagwan Thadani, inter alia, granted powers to the said LLP, so as to enable the said LLP to effectively transfer the said Property in its name and to do various acts matters and things in respect of the said Property.

21. It appears from the Property Register Cards of the said Property comprising of:

- (i) the land bearing C.T.S. No.429/1 that (i) area of land is 169.8 sq. mtrs. (ii) name of Anil S. Gore is appearing as the owner thereof and (iii) the tenure of the land is reflected as "C",
- (ii) the land bearing C.T.S. No.429/2 that (i) area of land is 13.3 sq. mtrs. (ii) name of Anil S. Gore is appearing as the owner thereof and (iii) the tenure of the land is reflected as "C",
- (iii) the land bearing C.T.S. No.429A that (i) area of land is 668.7 sq. mtrs. (ii) name of Anil S. Gore is appearing as the owner thereof and (iii) the tenure of the land is reflected as "C",
- (iv) the land bearing C.T.S. No.429B that (i) area of land is 1126.8 sq. mtrs. (ii) name of Anil S. Gore is appearing as the owner thereof and (iii) the tenure of the land is reflected as "C",
- (v) the land bearing C.T.S. No.429D that (i) area of land is 428.2 sq. mtrs. (ii) name of Anil S. Gore is appearing as the owner thereof and (iii) the tenure of the land is reflected as "C".

III. LITIGATION:

A. L.E. &C Suit No.463/ 625 of 1976:

- 1. It appears that Sushila Shashikumar Gore in her lifetime filed a suit being Suit No. LE & C/463/625 of 1978 against Ashok Kumar Agarwal before the Small Causes Court at Bombay, inter alia, for ejectment of the aforesaid Ashok Kumar Agarwal from the said Bungalow and for recovery of vacant possession of the said Bungalow.
- 2. On perusal of the Roznama in the L.E. &C Suit No.463/ 625 of 1976, it appears that by an Order dated 6 April 1993, the aforesaid Suit was dismissed

B. Application for Standard Rent bearing No.RAN/768/SR of 1978:

- 1. It appears that the aforesaid Ashok Kumar Agarwal filed an Application for Standard Rent bearing No.RAN/768/SR of 1978 in the Small Causes Court at Bombay, inter alia, against Sushila Shashikumar Gore.

2. By an Oral Judgment dated 18 August 2004 passed by the Hon'ble Court in the aforesaid Application for Standard Rent bearing No.RAN/768/SR of 1978, it was, inter alia, stated that the aforesaid Ashok Kumar Agarwal became the tenant of the said Bungalow in the year 1988 and further the standard rent was fixed by the Court at Rs.1200/- (Rupees One Thousand Two Hundred only) per month inclusive of the taxes and permitted increases payable till that date but excluding the taxes and permitted increases increased from time to time or levied newly thereafter.
3. On perusal of the Roznama, it appears that on or about 6 December 2004 the aforesaid Ashok Kumar Agarwal filed a Revision Application bearing No 219 of 2004 in the aforesaid suit bearing No.RAN/768/SR of 1978 in the Small Causes Court at Bombay. However, on or about 12 June 2004, by an Order passed in the aforesaid Revision Application, it was recorded that in view of the written submission of the petitioners counsel seeking to withdraw the aforesaid Revision Application, the file is closed and the Revision Application stands disposed off.

C. R.A.E. Suit No.1579/4831 of 1988:

1. It appears that Sushila Shashikumar Gore in her lifetime had filed a suit being Suit No.RAE/1579/4831 of 1988 before the Small Causes Court at Bombay against Ashok Kumar Agarwal, inter alia, seeking ejectment of the aforesaid Ashok Kumar Agarwal and Messrs Padma Shri Synthetics Private Limited (the Defendants therein) from the said Bungalow and for recovery of vacant possession thereof ("the said Suit"). It appears that the aforesaid Ashok Kumar Agarwal had sublet the said Bungalow to Messrs Padma Shri Synthetics Private Limited.
2. After the demise of Sushila Shashikumar Gore, the name of Sushila Shashikumar Gore was substituted by S.S. Gore and Anil S. Gore (being the legal heirs of Sushila Shashikumar Gore) as Plaintiffs in the said Suit. Further pursuant to the execution of the Deed of Transfer dated 7 January 1999 referred to in Clause II (15) above, the name of Aparna B. Thadani was substituted as Plaintiff in place and stead of S.S. Gore and Anil S. Gore.
3. An interim Notice bearing No.1897/2003 came to be taken out by Bhagwan Chandrakant Thadani as the father and constituted attorney of

Aparna B. Thadani (Plaintiff therein), in the said Suit, wherein it was alleged that Ashok Kumar Agarwal had sublet the said Bungalow to one Umakant Agarwal (relative of Ashok Kumar Agarwal) and not to the aforesaid Messrs Padma Shri Synthetics Private Limited. The aforesaid Interim Notice was taken out by Bhagwan Chandiram Thadani in order to rectify the error made by impleading Messrs Padma Shri Synthetics Private Limited as a party Defendant to the said Suit and to carry out the proposed amendment by deleting the name of Messrs Padma Shri Synthetics Private Limited and in its place to incorporate the name of the aforesaid Umakant Agarwal as a Defendant to the said Suit.

4 Pursuant to the aforesaid Interim Notice, by an Oral Judgment dated 26 August 2003 passed by the Court of Small Causes at Bombay therein, it was, inter alia, recorded that due to a mistake on the part of the Plaintiff therein Messrs Padma Shri Synthetics Pvt. Ltd. was impleaded as a party Defendant as an alleged illegal sub-lessee in the said Bungalow and therefore ordered that the name of Messrs Padma Shri Synthetics Pvt. Ltd. be deleted and in its place Umakant Agarwal be added as a party Defendant to the said Suit.

5 By Order dated 2 July 2011 passed by the Court of Small Causes in the said Suit, the said Suit was decreed in favour of the Plaintiff therein viz., Aparna B. Thadani and the Defendants therein viz., (i) (a) Jayashri Ashok Agarwal, (b) Piyush Ashok Agarwal, (c) Priyanka Rahul Bajaj (being the heirs of Ashok Kumar Agarwal) and (ii) Umakant Agarwal were directed to handover quiet, vacant and peaceful possession of the said Bungalow to the Plaintiff therein within 2 months from the date thereof.

6 Aggrieved by the aforesaid Order dated 2 July 2011, the following appeals were preferred:

- i. Appeal No.79 of 2011 filed before the Small Causes Court at Bombay by Umakant Agarwal against (i) Aparna B. Thadani and (ii) (a) Jayashri Ashok Agarwal, (b) Piyush Ashok Agarwal, (c) Priyanka Rahul Bajaj (being the heirs of Ashok Kumar Agarwal) inter alia seeking that the decree dated 2 July 2011 be set aside and reversed and the said Suit be dismissed with cost.

- ii. Appeal No.51 of 2012 filed before the Small Causes Court at Bombay by (i) (a) Jayashri Ashok Agarwal, (b) Piyush Ashok Agarwal, (c) Priyanka Rahul Bajaj (being the heirs of Ashok Kumar Agarwal) against Aparna B. Thadani and Umakant Agarwal, inter alia, seeking that the decree dated 2 July 2011 be set aside and reversed and the said Suit be dismissed with cost
7. Pursuant to the Application filed by Umakant Agarwal at Exhibit 8 in the Appeal No.79 of 2011, by an Interim Order dated 11 May 2012 passed by the Small Causes Court at Bombay, the execution and operation of the decree dated 2 July 2011 in the said Suit was stayed till disposal of the aforesaid Appeal No.79 of 2011, inter alia, on the condition that the Appellant therein viz., Umakant Agarwal shall deposit the compensation of Rs.3,00,000/- (Rupees Three Lakhs only) per month in the Court from the date thereof till the disposal of the aforesaid Appeal No.79 of 2011 and shall clear off all the arrears on or before 10 August 2012. The Order stated that failure on the part of the Appellant therein viz., Umakant Agarwal to comply with any of the conditions stated therein will result in vacation of the stay order automatically.
8. Aggrieved by the Interim Order dated 11 May 2012 passed in the Appeal No.79 of 2011 above, on or about 26 August 2011, Mr. Umakant Agarwal preferred Writ Petition No.7394 of 2012 before the Hon'ble High Court of Judicature at Bombay inter alia seeking that (i) the Order dated 11 May 2012 be set aside and that the Application filed by Umakant Agarwal at Exhibit 8 in the Appeal No.79 of 2011 be made absolute without imposing any terms of payment of compensation and (ii) pending the hearing and final disposal of the Writ Petition, the portion of the order directing the deposit of the compensation amount from date of decree at Rs.3,00,000/- per month be stayed.
9. By an Interim Order dated 7 August 2012 passed by the Hon'ble Bombay High Court in the Writ Petition No.7394 of 2012, the aforesaid Interim Order dated 11 May 2012 was stayed, inter alia, on the condition that Mr. Umakant Agarwal shall deposit an amount of Rs.2,00,000/- (Rupees Two Lakhs only) per month from the date of the Trial Court decree by way of compensation till disposal of the petition in the Lower Appellate Court. arrears of compensation to be deposited within the period of 6 weeks and if Mr. Umakant Agarwal fails to deposit the

aforesaid amount, then the Interim Order dated 7 August 2012 will automatically stand vacated. It was also further clarified by the Hon'ble High Court that the said order shall not be construed as a stay to the proceeding of Appeal No.79 of 2011 pending before the Appellate Bench of the Small Causes Court, Mumbai and the Appellant Bench of the Small Causes Court irrespective of the pendency of the said Writ Petition was directed to hear and dispose off the said appeal as expeditiously as possible.

10. On perusal of the Order dated 9 June 2014 referred to in Clause 14 below, it appears that the aforesaid Umakant Agarwal had deposited the amount for the period with effect from July 2011 to August 2013 as per the aforesaid Interim Order dated 7 August 2012. However, the further amount of compensation for the period with effect from September 2013 and onwards as directed by the Hon'ble Court in the aforesaid Interim Order dated 7 August 2012 was not deposited by the aforesaid Umakant Agarwal. In the circumstances, the aforesaid non-compliance appears to have resulted in vacation of the Interim Order dated 11 May 2012 and Interim Order dated 7 August 2012.
11. Pursuant to an application made by Aparna B. Thadani, by an Interim Order dated 3 April 2013 passed by the Small Causes Court at Mumbai in the Appeal No.79 of 2011 in the said Suit, the Hon'ble Court granted injunction restraining Umakant Agarwal from entering into any agreement in respect of or parting with the possession of the said Bungalow.
12. Thereafter, pursuant to the execution of the Indenture of Conveyance dated 19 March 2013 by Sharad Bhagwan Thadani in favour of Messrs Tridhaatu Prince Care Developers LLP ("the said LLP") referred to in Clause II (19) above, on or about 17 October 2013, the said LLP filed an execution application being Execution Application No.431 of 2013 in the said Suit for execution of the order/ decree dated 2 July 2011 passed in the said Suit and sought issue of warrant of possession of the said Bungalow.
13. Pursuant to the aforesaid application made by the said LLP, by an Order dated 23 December 2013 passed by the Small Causes Court at Bombay in the Execution Application No.431 of 2013 in the said Suit, the Court

issued a show cause notice to the transferor/ plaintiffs on record and the Defendants in the said Suit.

14. By an Order dated 8 May 2014 passed by the Small Causes Court at Bombay in the Execution Application No.431 of 2013 in the said Suit, the Court allowed the aforesaid Execution Application and the applicant viz., Messrs Tridhaatu Prince Care Developers LLP was recognized and accepted as a transferee of the decree dated 2 July 2011 passed in the said Suit.
15. Pursuant to an application dated 17 October 2013 filed by the said LLP for issue of warrant of possession for handing over possession of the said Bungalow to the said LLP, by an Order dated 9 June 2014, passed by the Small Causes Court at Bombay in the aforesaid application in the Execution Application No.431 of 2013 in the said Suit, it was stated that there is no stay of any Appellate Court pending against the decree dated 2 July 2011 as the said Umakant Agarwal has not deposited the amount of compensation as directed by the Hon'ble Appellate Bench of the Small Causes Court, Mumbai and the Hon'ble Bombay High Court. Pursuant to the aforesaid, the Hon'ble Court allowed the aforesaid application and issued warrant of possession for handing over the vacant possession of the said Bungalow to the said LLP and bailiff Shri P. N. Kanade was appointed for execution of the decree.
16. As per the Bailiff Report dated 16 June 2014, pursuant to the aforesaid Order dated 9 July 2014, the bailiff Shri P. N. Kanade executed the aforesaid decree and delivered vacant and peaceful possession of the said Bungalow to the said LLP.
17. On or about 18 June 2014 the said LLP filed purshis in the Execution Application No.431 of 2013 in the said Suit, stating that it has taken possession of the said Bungalow on 16 June 2014 and that in light thereof, nothing survives in the aforesaid Execution Application and the same may be disposed off.
18. By an Oral Order dated 23 July 2014 passed in the Execution Application No.431 of 2013 in the said Suit, it was, inter alia, stated that as the decree is fully satisfied, the aforesaid Execution Application stands disposed off.

19. The appeals preferred in the said Suit viz., Appeal No.79 of 2011 filed before the Small Causes Court at Bombay and Appeal No.51 of 2012 filed before the Small Causes Court at Bombay and the Writ Petition No.7394 of 2012 filed before the Hon'ble High Court of Judicature at Bombay appear to be pending till date. However, pursuant to what is stated above and in light of the reliefs sought in the aforesaid appeals and Writ Petition as of date of filing the same and further in light of the execution of the decree dated 2 July 2011 passed in the said Suit and the said LLP being put in possession of the said Bungalow, the aforesaid appeals and the Writ Petition appear to be devoid of merits and appear to have become infructuous.

D. R.A.E. & R. Suit No.1/1 of 2002:

1. On or about 27 December 2001, Aparna Thadani filed a Suit being R.A.E. & R. Suit No.1/1 of 2002 before the Small Causes Court at Bombay against (i) (a) Jayashri Ashok Agarwal, (b) Piyush Ashok Agarwal, (c) Priyanka Rahul Bajaj (being the heirs of Ashok Kumar Agarwal) and (ii) Umakant Agarwal, inter alia, seeking that the Defendant Nos. (i) (a) to (c) above be ordered and decreed to vacate and handover the possession of the said Bungalow to the Plaintiff therein, and pay the sum of Rs.2,65,809/- being the arrears due to the Plaintiff, and that the Defendants be ordered and decreed to pay to the Plaintiffs all compensation and mesne profits for the period of filing of the aforesaid suit till the Defendants therein handover vacant possession of the said Bungalow to the Plaintiff.
2. The aforesaid suit appears to be pending till date. However, pursuant to what is stated above and in light of the reliefs sought in the aforesaid suit as of date of filing the same and further in light of the execution of the decree dated 2 July 2011 passed in the R.A.E. Suit No.1579/4831 of 1988 recited in Clause III (C) above and the said LLP being put in possession of the said Bungalow pursuant thereto, the aforesaid suit appear to be devoid of merits and appears to have become infructuous.

IV. SEARCHES:

1. We have caused searches in the office of Sub-Registrar of Assurances, through Mr. Vishwas J. Daware, who has furnished to us the Search Report dated 30 June 2014, inter alia, in respect of the said Property.

2. Mr. Rakesh Kapur, Company Secretary has carried out search in the records of Registrar of Companies who has furnished to us Certificate dated 4 August 2014 of NIL charge, inter alia, in respect of the said Property.

V. **PUBLIC NOTICE:**

To investigate the title of the said LLP in respect of the said Property, we had issued on 7 July 2014, a public notice in the newspapers "Free Press Journal" in English and "Navshakti" in Marathi, both in Mumbai Edition, for inviting claims in respect of the said Property. We have till date not received any objection pursuant to the public notice published by us in respect of the said Property.

VI. **CONCLUSION:**

In view of and subject to what is stated hereinabove and more particularly subject to the reliefs sought by the Appellants in the pending appeals stated in Clause III (C) and subject to the pending litigation stated in Clause III (D) above, in our opinion, the said LLP i.e., Tridhaatu Prince Care Developers LLP is the owner of the said Property and has free, clear and marketable title to the said Property.

VII. **GENERAL:**

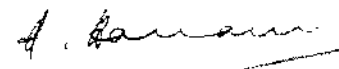
1. This Title Certificate is issued solely on the basis of the documents provided by you as mentioned above and we have no obligation to update this Title Certificate with any information or replies or documents received by us beyond this date.
2. We are not qualified to and have not independently verified the area of the said Property. We have referred to and retained the admeasurements in Hectors, ares, acres, gunthas, square yards and square meters, as we have found them in various documents.
3. We have not visited the site on which the said Property is situated.
4. For the purpose of this Title Certificate, we have assumed:
 - i) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - ii) That there have been no amendments or changes to the documents examined by us.

- iii) The accuracy and completeness of all the factual representations made in the documents.
 - iv) That all prior documents have been adequately stamped and duly registered.
 - v) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Title Certificate is correct and otherwise genuine.
 - vi) Each document binds the parties intended to be bound thereby.
 - vii) Photocopies provided to us are accurate photocopies of originals.
5. For the purposes of this Title Certificate, we have relied upon information relating to:
- i) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - ii) Boundaries on the basis of the documents provided to us by the clients.
6. For the purposes of this Title Certificate, we have relied upon,
- i) Photocopies of documents.
 - ii) Photocopies of the Property cards in respect of the said Property.
7. Unless specifically stated otherwise, we have not carried out any searches in any courts and save as stated hereinabove have presumed that there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. in respect of the said Property.
8. For the purpose of this Title Certificate, we have relied upon information relating to lineage, if applicable on the basis of revenue records and information provided to us by you.
9. 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.

10. We express no view about the user/reservations/FSI/or developability of said Property.
11. We have not verified issues relating to reservation of the said Property or any portion thereof by Governmental Authorities.
12. We have not verified the market value of the property involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
13. We are not authorized or qualified to express an opinion relating to plan permissions, approvals or development potential of the said Property.
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.
15. This Title Certificate is limited to the matters pertaining to Indian Law (as on the date of this Title Certificate) alone and we express no opinion on laws of any other jurisdiction.

Dated this 19th day of September, 2014.

For M/s. Hariani & Co.



Partner