

RIDDHI SHAH
ADVOCATE & SOLICITOR

*Off: A/8, Manorath, Dattapda X Rd -2,
Borivali (East), Mumbai- 400066.
Contact: +91- 98190 94502
E-mail: shahriddhi4@gmail.com*

SUPPLEMENTARY TITLE REPORT

To,
DIMPLE REALTORS PRIVATE LIMITED.
Mohan Palace, 103 T.P.S.-3,
57th Road, Borivali (West),
Mumbai – 400 092.

Dear Sir,

Re : Title Report dated 5th June, 2015 in respect of All that piece and parcel of land bearing Survey No. 75 Hissa No. 5 corresponding C.T.S.No. 694, admeasuring 882.60 sq.mtrs., situate lying and being at Village Kandivali, Taluka Borivali, Mumbai Suburban District, within the Registration District of Mumbai City and Mumbai Suburban, hereinafter referred to as "the said Property".

1. That I have issued the aforesaid Title Report dated 5th June, 2015 in respect of the said Property, the copy of which is annexed herewith.
2. After the issuance of the said Title Report 5th June, 2015, on further investigation nothing is found and as such this Supplementary Title Certificate is issued to confirm the aforesaid Title Report.
3. This Supplementary Title Report shall be read alongwith the Title Report dated 5th June, 2015.

Mumbai dated 18 February, 2018.


RIDDHI SHAH
ADVOCATE & SOLICITOR
MAH / 3095 / 2006

**RIDDHI D. SHAH
ADVOCATE & SOLICITOR**

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Borivali (E), Mumbai-400066.
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To,
DIMPLE REALTORS PRIVATE LIMITED,
Mohan Palace, 103 T.P.S. 3,
57th Road, Borivali (West),
Mumbai - 400 092.

TITLE REPORT

Re: All that piece and parcel of land bearing Survey No. 75 Hissa No. 5 corresponding C.T.S. No. 694, admeasuring 882.60 sq.mtrs., situate lying and being at Village Kandivali, Taluka Borivali, Mumbai Suburban District, within the Registration District of Mumbai City and Mumbai Suburban, hereinafter referred to as "the said Property".

Sir,

1. By Articles of Agreement dated 31 January 1988 executed between the Motiram HUF, therein referred to as Vendors of the One Part and Manju Gupta as proprietor of M/s. East-N-West Builders ('East and West'), therein referred to as the Purchaser of the Other Part, the Vendors therein agreed to sell and grant development rights in respect of various properties including the said Property on as is where is basis to the Purchasers therein for the consideration and on the terms and conditions contained therein.



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2. The said Motiram HUF executed Power of Attorney dated 31st January 1998 in favour of Mrs. Manju N. Gupta for doing such acts and deeds in respect of the said Property as more particularly mentioned therein.
3. By an Agreement for Sale dated 10 February 1995 executed between the said East and West, therein referred to as the Vendor of the One Part and M/s. Sheth Shelter Pvt. Ltd. ("SSPL"), therein referred to as the Purchasers of the Other Part, the Vendor therein agreed to sell, transfer and assign all its right, title and interest in the said Property along with its right, title and interest in the said Agreement for Sale dated 31 January 1988 to the said SSPL for the consideration and on the term and conditions as contained therein.
4. The said East and West executed an Irrevocable Power of Attorney dated 14 February 1995 in favour of the Directors of the said SSPL namely (i) Ashwin Natwarlal Sheth and (ii) Jitendra Natwarlal Sheth for doing such acts and deeds in respect of the said Property as more particularly mentioned therein.
5. By a Deed of Conveyance dated 27.01.2003 executed between the aforesaid Motiram Pandurang Bhandari and others, therein collectively referred to as "the Vendors" and the said East-N-West



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Builders therein referred to as "the Purchasers", the said Original Owners did sell, transfer, assign and convey the said property in favour of the said Purchasers and the said Deed of Conveyance is registered at the office of the Sub-registrar of Assurances under Serial No.3568 of 2003 dated.

6. That by a further Deed of Conveyance dated 7th October, 2013 executed between the said East N West Builders, therein referred to as "the Vendors" and Sheth Shelters Pvt.Ltd. therin referred to as "the Confirming Party" the Vendors in due confirmation and consent of the Confirming Party, sold, transferred, conveyed and assigned the said property on as is basis in your favour i.e. Dimple realtors Pvt. Ltd. for the consideration and upon the terms and conditions as therein mentioned and the said Deed of Conveyance is registered at the office of the sub-registrar of Assurances Borivali -2 under Serial No.7440 of 2013 dated 10.10.2013.

7. Pursuant to the aforesaid Deed of Conveyance, Mutation Entry No. 1819 came to be recorded in the 7/12 extract of the said properties certifying you as owner of the said property.



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8. On the basis of the aforesaid documents, produced before me, and subject to what is stated hereinabove, in my opinion your title to the said Property appears to be clear, saleable and marketable.

Dated this 05th day of June, 2015
At Mumbai.

R.D.S.
RIDDHI D. SHAH
Advocate & Solicitor
ENR No. MAH 3095-2005

Housiey.com

**RIDDHI SHAH
ADVOCATE & SOLICITOR**

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Borivali (East), Mumbai- 400066.
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SUPPLEMENTARY TITLE REPORT

2018

5th February,

To,

DIMPLE REALTORS PVT. LTD.
103, Mohan Palace, 57th Road,
T.P.S. III, Borivali (West),
Mumbai 400092.

Sub : Title Report dated 5th March, 2014 in respect of
ALL THAT piece and parcel of Agricultural land lying
being and situated at Village Kandivali, Taluka Borivali,
bearing Survey No.41, Hissa No.3 and corresponding to
C.T.S. No.711, admeasuring 2435.5 sq.mtrs. or thereabout,
Mumbai Suburban District, within the Registration
District of Mumbai Suburban.

1. That I have issued the aforesaid Title Report dated 5th March, 2014 in respect of the said Property, the copy of which is annexed herewith;
2. That on further perusal of the CTS Records, the said CTS No.711 is sub-divided pursuant to an Order dated 31.12.2014 of Collector, Mumbai Suburban District in (i) CTS No.711-A, admeasuring 1102.25 sq.mtrs. (ii) CTS No.711-B, admeasuring 815 sq.mtrs. and (iii) CTS No.711-C, admeasuring 518.2 sq.mtrs.

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3. This Supplementary Title Report shall be read alongwith the Title Report dated 5th March, 2014.

Mumbai dated 05th February, 2018.

Yours truly,



Riddhi Shah
Advocate & Solicitor
RIDDHI SHAH
ADVOCATE & SOLICITOR
A/8, Manorath CHS.,
Dattapada Cross Road No. 2,
Borivali (East), Mumbai - 400 066.
Mob.: 91 - 9819094502

TITLE REPORT

To,
DIMPLE REALTORS PVT. LTD.
103, Mahan Palace, 37th Road,
T.P.S. III, Borivali (West),
Mumbai - 400092.

Re: ALL THAT piece and parcel of Agricultural land
lying being and situated at Village Kandivali, Taluka
Borivali, bearing Survey No.41, Hissa No.3 and
corresponding to CTS No.711, admeasuring 2435.5
sq.mtrs or thereabout, Mumbai Suburban District,
within the Registration District of Mumbai
Suburban, and bounded as follows:

On or towards the East: By CIS No.710 and 718.

On or towards the West: By CIS No.712, 713 and 717.

On or towards the North: By CIS No.708, 709 & 710.

On or towards the South: By CTS No.717 & 718

hereinafter referred to as "the said land/said property".

Dear Sir,

1. Late Mr. Benda Govind Bhandari and the Late Mr. Parajit Govind Bhandari were the original owners of the said property.
2. That after the death of said original owners, (1) Mrs. Narmadabai Dattu Keny, (2) Mrs. Chabibajagannath Bhandari, (3) Mrs. Anubai Bhavraam Vaidya, (4) Mrs. Mohini



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Vijay Bhandari, (5) Mr. Narendra Bhavram Vaity, (6) Mr. Sandip Bhavram Vaity, (7) Mr. Ramchandra Bhavram Vaity, (8) Mrs. Kavilai Kamalkar Bhandari, (9) Mrs. Kamini Lahu Patil, (10) Mr. Hemant Keshinath Bhandari, (11) Mr. Balwant Keshinath Bhandari, (12) Mrs. Surekha Deepak Patil, (13) Mrs. Nanda Vasant Bhandari, (14) Miss Krutika Vasant Bhandari, (15) Miss Veena Vasant Bhandari, (16) Miss Pranali Vasant Bhandari, (17) Mr. Dattaram Panaji Bhandari, (18) Mrs. Yesubai Mahadeo Bhandari, (19) Mrs. Kashibai Yeshwant Vaity are the only surviving legal heirs and next of kin according to the law of succession of Late Bendu Govind Bhandari and Late Panaji Govind Bhandari having undivided share right title and interest in the said Property.

3. That by a Development Agreement dated 21.06.2007 executed between the said Mrs. Narmudabai Dattu Keny and others, therein referred to as "the Owners" and the Sheth Developers Pvt.Ltd., therein referred to as "the Confirming Party", development rights in respect of the said Property came to be assigned in favour of Sheth Developers Pvt.Ltd for the consideration and on the terms and conditions mentioned therein. That the said Agreement is registered at the office of the sub-registrar Borivali-2 Mumbai Suburban District, under Serial No.4995 of 2007 dated 21.06.2007.
4. That on the execution of the said Agreement the said Mrs. Narmudabai Dattu Keny and others put the said M/s Sheth



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Developers Pvt.Ltd., in physical, vacant and peaceful possession of the said Property.

5. That by a Deed of Conveyance dated 7th October, 2013, the aforesaid legal heirs of the original owners viz. Mrs. Narinsudabai Dattu Keny and others, therein referred to as "the Vendors", M/s. Sheth Developers Pvt.Ltd., therein referred to as "the Confirming Party" and Dimple Realtors Pvt.Ltd., that is yourself, therein referred to as "the Purchasers", the said property is sold, transferred, assigned and converted in your favour, for the consideration mentioned therein. That the said Deed of Conveyance is registered at the office of the sub-registrar Borivali-2 Mumbai Suburban District, under Serial No.7436 of 2007 dated 10.10.2013.
6. That on the basis of the aforesaid documents produced before me and subject to what is stated hereinabove, in my opinion, you have marketable title free from all encumbrances to the said property.

Dated this 05th day of March, 2014

Yours truly,



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Borivali (East), Mumbai- 400066.
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SUPPLEMENTARY TITLE REPORT

To :

DIMPLE REALTORS PRIVATE LIMITED,
Mohan Palace, 103 T.P.S. III, 57th Road,
Borivali (West), Mumbai - 400 092.

Sub : Title Report dated 5th June, 2015 in respect of ALL that piece and parcel of vacant Agricultural Land, hereditaments, bearing Survey No.40, Hissa no. 4A, corresponding to C.T.S No.719, admeasuring about 1106.4 sq Meters or thereabouts, lying being and situated at Village Kamdivali, Taluka Borivali, Mumbai Suburban District.

Dear sir,

1. That I have issued the aforesaid Title Report dated 5th June, 2015 in respect of the said Property, the copy of which is annexed herewith.
2. After the issuance of the said Title Report 5th June, 2015, on further investigation nothing is found and as such this Supplementary Title Certificate is issued to confirm the aforesaid Title Report.
3. This Supplementary Title Report shall be read alongwith the Title Report dated 5th June, 2015.

Mumbai dated 6 February, 2018.

Yours truly,



Riddhi Shah
Advocate & Solicitor

RIDDHI SHAH
ADVOCATE & SOLICITOR
A/8, Manorath CHS.,
Dattapda Cross Road No. 2,
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To :

DIMPLE REALTORS PRIVATE LIMITED,
Mohan Palace, 103 T.P.S. III, 57th Road,
Borivali (West), Mumbai – 400 092.

TITLE REPORT

Sub : ALL that piece and parcel of Land, hereditaments, bearing Survey No.40, Hissa no. 4A, corresponding to C.T.S No.719, admeasuring about 1106.4 sq Meters or thereabouts, lying being and situated at Village Kandivali, Taluka Borivali, within the Registration District of Mumbai Suburban, Mumbai and bounded as under i.e, to say :

On or towards East Side : Partly by land bearing C.T.S. N
No.720 and partly by land
bearing C.T.S No. 732

On or towards West Side : By land bearing C.T.S. No.718

On or towards North Side : By land bearing C.T.S. No.710

On or towards South Side : Partly by land bearing C.T.S.
No.733 and partly by land
bearing C.T.S No. 734

hereinafter referred to as 'the said property'



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ADVOCATE & SOLICITOR

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Sir,

1. Originally (i) Mr.Udur Langda Bhandari, (ii) Mr.Ganpat Posha Bhandari, (iii) Mr.Gopal Posha Bhandari, (iv) Mr.Halya Udur Bhandari and (v) Baburao Udur Bhandari were the original Owners as per the revenue records and as such were seized and possessed of or otherwise well and sufficiently entitled to the said property. The said Mr.Udur Langda Bhandari died intestate at Mumbai leaving behind him his three sons i.e. Shri Halya Udur Bhandari, Shri Baburao Udur Bhandari and Shri Motiram Udur Bhandari as his only heirs and legal representatives and next of kin according to the law of succession by which he was governed at the time of his death.
2. The said Mr. Ganpat Posha Bhandari died unmarried and intestate at Mumbai on 05.02.1974 leaving behind him his brother i.e. Shri Gopal Posha Bhandari as his only heirs and legal representatives and next of kin according to the law of succession by which he was governed at the time of his death.
3. The said Mr. Gopal Posha Bhandari also died intestate at



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Mumbai on 29.12.1978 leaving behind him his two sons i.e.

Shri Yeshwant Gopal Bhandari and Shri Trimbak Gopal Bhandari as his only heirs and legal representatives and next of kin according to the law of succession by which he was governed at the time of his death.

4. The said Mr. Halya Udur Bhandari died intestate at Mumbai on 15.03.1980 leaving behind him his son Shri Vishnu Halya Bhandari, widow of his deceased son i.e. Smt. Pramila Dattaram Bhandari and two married daughters Smt. Suman Balwant Bhandari and Smt. Yamuna Ramchandra Bhandari as his only heirs and legal representatives and next of kin according to the law of succession by which he was governed at the time of his death.
5. The said Mr. Baburao Udur Bhandari died intestate at Mumbai on 11.07.1992 leaving behind him his son i.e. Jagan Baburao Bhandari and two married daughters Smt. Kashi Kamalakar Bhandari and Smt. Barki Jairam Koli as his only heirs and legal representatives and next of kin according to the law of succession by which he was governed at the time of his death.



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6. The said Shri Motiram Udur Bhandari died intestate at Mumbai leaving behind him his son i.e. Shri Gaurya Motiram Bhandari and widow of pre-deceased son i.e. Smt. Rekha Naresh Bhandari as his only heirs and legal representatives and next of kin according to the law of succession by which he was governed at the time of his death.
7. That as such all the aforesaid heirs and legal representatives of the original Owners became entitled to succeed to the said Property as the Owners thereof and their names were mutated in the Revenue Records, vide different Mutation Entries as the owners thereof, and accordingly their names were recorded as the Owners in the 7/12 Extract, in respect of the said Property.
8. By a Deed of Conveyance dated 24th September 2008 executed between the said Vishnu Halya Bhandari and others, being the heirs of the Original owners, therein collectively referred to as the Vendors and Mrs. Vibha Shyamal Mukhi, therein referred to as "the Purchaser", the said Vendors did sell, transfer, assign and convey the said property on us in where is basis in favour of the said Vibha



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Shyamal Mukhi, and the said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances at Borivali No.4, Mumbai Suburban District (Goregaon) under Sr. No. 7125 of 2008.

9. The said Vishnu Halya Bhandari and others jointly and collectively executed a Declaration cum Indemnity dated 24th September 2008 which is duly notarized.
10. The said Vishnu Halya Bhandari and others also executed Irrevocable Power of Attorney dated 24th September, 2008 in favour of the the said Mrs. Vibha Shyamal Mukhi which is duly registered with the Sub- Registrar of Assurances at Borivali No.4, Mumbai Suburban District (Goregaon) under Sr. No. 7126 of 2008 to do such acts and things with respect to the said property as mentioned therein.
11. Pursuant to the above mentioned Deed of Conveyance dated 24.09.2008, by Mutation Entry No.1728 the name of said Mrs. Vibha Shyamal Mukhi is recorded in the 7/12 Extract in respect of the said Property as the Owner thereof.
12. That by a Deed of Conveyance dated 13th October, 2014 executed between the aforesaid Mrs. Vibha Shyamal Mukhi, therein referred to as "the Vendors" and Yourself i.e.



RIDDHI D. SHAH
ADVOCATE & SOLICITOR

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Dimple Realtors Pvt.Ltd., therein referred to as "the Purchasers", the said property on as is where is basis was absolutely sold, transferred, assigned and conveyed in your favour, for the consideration and on the terms and conditions mentioned therein. The said Deed of Conveyance is registered at the office of the Sub-Registrar of Assurance Borivali -7 under Serial No.8359 /2014 dated 13.10.2014.

13. That By Mutation Entry No.1839 certified by the Tahsildar Borivali, in pursuance of the said Deed of Conveyance dated 13th October, 2014, name of Dimple Realtors Pvt.Ltd. is recorded as the owners thereof.

That on the basis of the aforesaid documents produced before me and subject to what is stated hereinabove, in my opinion, your title to the said property appears to be marketable and free from all encumbrances.

Dated this 05th day of June,2015

At Mumbai.



RIDDHI D. SHAH
Advocate & Solicitor
ENRLL No. MAH-3095-2006

RIDDHI SHAH
ADVOCATE & SOLICITOR

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Borivali (East), Mumbai- 400066.
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SUPPLEMENTARY TITLE REPORT

To,
DIMPLE REALTORS PRIVATE LIMITED,
Mohan Palace, 103 T.P.S.-3,
57th Road, Borivali (West),
Mumbai - 400 092.

Dear sir,

Re : Title Report dated 5th June, 2015 in respect of All that piece and parcel of land lying being and situated at Village Kandivali, Taluka Borivali, bearing Survey No.40 Hissa No.7 corresponding to CTS No.722 admeasuring 2085.90 sq. mtrs. or thereabout, Mumbai Suburban District, within the Registration District of Mumbai Suburban. (the said Property).

1. That I have issued the aforesaid Title Report dated 5th June, 2015 in respect of the said Property, the copy of which is annexed herewith.
2. After the issuance of the said Title Report 5th June, 2015, on further investigation nothing is found and as such this Supplementary Title Report is issued to confirm the aforesaid Title Report.
3. This Supplementary Title Report shall be read alongwith the Title Report dated 5th June, 2015.

Mumbai dated 05 February, 2018.

Yours truly,



Riddhi Shah
Advocate & Solicitor

RIDDHI SHAH
ADVOCATE & SOLICITOR
A / 8, Manorath CHS.,
Dattapda Cross Road No. 2,
Borivali (East), Mumbai - 400 065,
Mob.: 91 - 9819094502

**RIDDHI D. SHAH
ADVOCATE & SOLICITOR**

Off: A/8, Manorath, Dattapada x.Rd: 2,
Borivali (E), Mumbai-400066.
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To :

DIMPLE REALTORS PVT. LTD.,
103, Mohan Palace, 57th Road,
T.P.S. III, Borivali (West)
Mumbai 400092.

TITLE REPORT

Re : ALL THAT piece and parcel of land lying being and
situated at Village Kandivali, Taluka Borivali, bearing
Survey No.40 Hissa No.7 corresponding to CTS No.722
admeasuring 2085.90 sq. mtrs, or thereabout, together with
the structures standing thereon , within the Registration
District of Mumbai Suburban, Mumbai and bounded as
follows :-

On or towards the East : By CTS No.723.

On or towards the West : By CTS No.691 & 721.

On or towards the North : By CTS No.69.

On or towards the South : By CTS No.720 & 723,
(hereinafter referred to as 'the said Property').



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Off: A/8, Manorath, Dattapada x Rd: 2,
Borivali (E), Mumbai-400066.
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Dear sir,

1. That the Late Mr. Bendu Govind Bhandari and the Late Mr. Panaji Govind Bhandari were the original owners of the said property..
2. The said Mr. Bendu Govind Bhandari has since deceased prior to 1972 and was survived by his three daughters being (i) Mrs. Narmadabai Dattaram Keny, (ii) Mrs. Chabbibai Jagga~~nath~~ Bhandari and (iii) Mrs. Anibai Hari Vaity.
3. That the said Mrs. Anibai Hari Vaity has since deceased on 8th February, 1972 and was survived by husband, Mr. Hari Vaity and her two sons Mr. Bhavram Hari Vaity and Mr. Ramchandra Hari Vaity.
4. Mr. Bhavram Hari Vaity has since deceased on 1st October, 2004 and is survived by his wife Mrs. Anubai Bhavram Vaity and children i.e. (i) Mrs. Mohini Vijay Bhandari, (ii) Mr. Narendra Bhavram Vaity, (iii) Mr. Sandip Bhavram Vaity.
5. Thus (i) Mrs. Narmadabai Dattaram Keny, (ii) Mrs. Chabbibai Jagga~~nath~~ Bhandari, (iii) Mrs. Anubai Bhavram Vaity,



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(iv) Mrs. Mohini Vijay Bhandari, (v) Mr. Narendra Bhavram Vaity, (vi) Mr. Sandip Bhavram Vaity are the surviving legal heirs and next of kin according to the law of succession of the Late Mr. Bendu Govind Bhandari.

6. The other original co-owner Mr. Panaji Govind Bhandari has since deceased in 1965 and was survived by his children being (i) Mr. Kamlakar Panaji Bhandari, (ii) Mr. Kesrinath Panaji Bhandari, (iii) Mr. Eknath Panaji Bhandari, (iv) Mr. Vasant Panaji Bhandari, (v) Mr. Dattaram Panaji Bhandari, (vi) Mrs. Yesubai Mahadeo Bhandari and (vii) Mrs. Kashibai Yeswant Vaity.

7. Mr. Kamlakar Panaji Bhandari has since deceased on 1967 and is survived by his wife and daughter (i) Mrs. Kavibai Kamlakar Bhandari and (ii) Mrs. Kamini Lahu Patil.

8. Mr. Kesrinath Panaji Bhandari has since deceased on 26.02.1981 and is survived by his wife and children being (i) Mrs. Mangalabai Kesrinath Bhandari, (ii) Mr. Hemant Kesrinath Bhandari, (iii) Mr. Balwant Kesrinath Bhandari, (iv) Mrs. Surekha Deepak Patil. Mrs. Mangalabai Kesrinath Bhandari has since deceased on 23rd August, 1997 and is survived by her sons Mr.



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Hemant Kesrinath Bhandari and Mr. Balwant Kesrinath Bhandari and married daughter Mrs. Surekha Deepak Patil.

9. Mr. Eknath Panaji Bhandari has deceased on 31.08.1977, Mr. Eknath Panaji Bhandari was not married and has no surviving heirs.

10. Mr. Vasant Panaji Bhandari has since deceased on 01.02.2005 and is survived by his wife and three daughters (i) Mrs. Nanda Vasant Bhandari, (ii) Krutika Vasant Bhandari, (iii) Veena Vasant Bhandari and (iv) Pranali Vasant Bhandari.

11. Thus (i) Mr. Dattaram Panaji Bhandari, (ii) Mrs. Yesubai Mahadeo Bhandari, (iii) Mrs. Kashibai Yeshwant Vaity, (iv) Mrs. Kavibai Kalakar Bhandari, (v) Mrs. Kamini Lahu Patil, (vi) Mr. Hemant Kesrinath Bhandari, (vii) Mr. Balwant Kesrinath Bhandari, (viii) Mrs. Surekha Deepak Patil, (ix) Mrs. Nanda Vasant Bhandari, (x) Miss Krutika Vasant Bhandari, (xi) Miss Veena Vasant Bhandari and (xii) Miss Pranali Vasant Bhandari are the surviving legal heirs and next of kin according to the law of succession of the Late Panaji Govind Bhandari.



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12. Thus, (1) Mrs. Narmadabai DattuKeny, (2) Mrs. Chabibai Jagannath Bhandari, (3) Mrs. Anubai Bhavram Vaity, (4) Mrs. Mohini Vijay Bhandari, (5) Mr. Narendra Bhavram Vaity, (6) Mr. Sandip Bhavram Vaity, (7) Mr. Ramchandra Bhavram Vaity, (8) Mrs. Kavibai Kamalkar Bhandari, (9) Mrs. Kamini Lahu Patil, (10) Mr. Hemant Kesrinath Bhandari, (11) Mr. Balwant Kesrinath Bhandari, (12) Mrs. Surekha Deepak Patil, (13) Mrs. NandaVasant Bhandari, (14) Miss Krutika Vasant Bhandari, (15) Miss Veena Vasant Bhandari, (16) Miss Pranali Vasant Bhandari, (17) Mr. Dattaram Panaji Bhandari, (18) Mrs. Yesubai Mahadeo Bhandari and (19) Mrs. Kashibai Yeshwant Vaity are the surviving legal heirs and next of kin according to the law of succession of Late Bendu Govind Bhandari and Late Panaji Govind Bhandari, the original Owners having undivided share right title and interest in the said Land which is the said Property.

13. That one mr. Shinwar Dattaram Keny (alias Bhandari) was during his lifetime cultivating the said Land and his name appears in the revenue records as a "Protected tenant". The said Shinwar Dattaram Keny died intestate and as such the rights,



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interests acquired by him in respect of the said property came to be inherited by his successors, legal heirs from time to time represented as Mr. Shinwar Key Kul and comprises of (i) Mr. Vinod Raghunath Keny, (ii) Mrs. Mamta Vinod Keny, (iii) Mrs. Janhyi Vinod Keny, (iv) Mrs. Komal Vinod Keny, (v) Mrs. Mandabai Hareshwar Bhoir, (vi) Mr. Hareshwar Damodar Bhoir, (vii) Mr. Durgesh Hareshwar Bhoir, (viii) Mr. Yogesh Hareshwar Bhoir, (ix) Bhanumati Bhagawan Karbhari (Koli), (x) Mr. Bhagawan Ganpat Karbhari (Koli), (xi) Mrs. Snehal Bhagawan Karbhari, (xii) Mr. Rohan Bhagwan Karbhari (Koli), (xiii) Mr. Yateesh Bhagwan Karbhari (Koli), (xiv) Bhartibai Liladhar Kawle, (xv) Mr. Liladhar Kashinath Kawle, (xvi) Mrs. Anagha Liladhar Kawle, (xvii) Mr. Dipit Liladhar Kawle.

14. By a Deed of Surrender dated 20 June 2007 made and entered into between the aforesaid members of said Shinwar Key KUL, , therein referred to as Shinwar Kul of the One Part and the said Mrs. Narmadabai Dattu Keny and others, therein referred to as the Owners of the Other Part, registered with the Sub-Registrar of Assurances under serial no.4992 of 2007; Mr. Vinod Raghunath



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Keny and others (Shinwar Kul therein) forever relinquished and surrendered all their undivided right, title and interest in the said Property unto and in favour of the said Narmadabai Dattu Keny and others, on the terms and conditions mentioned therein.

15. That by a Development Agreement dated 21.06.2007 executed between the said Narmadabai Dattu Keny and others, therein referred to as "the Owners" and Sheth Developers Private Ltd., therein referred to as "the Developers", the said Owners granted development rights in respect of the said Property on as is where is basis in favour of the Sheth Developers Pvt. Ltd. for the consideration and on the terms and conditions mentioned therein. The said Agreement is registered at the office of the sub-registrar Borivali-2 Mumbai Suburban District, under Serial No.4996 of 2007 dated 21.06.2007.

16. The said Narmadabai Dattu Keny and others, have also executed an Irrevocable General Power of Attorney dated 21st June, 2007 in favour of Mr. Ashwin N. Sheth, Mr. Jitendra N. Sheth and Mr. Vallabh N. Sheth, the Director/Nominees, of the Sheth Developers to do various acts deeds and things in respect



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of the said Property. The said Power of Attorney is registered at the office of the sub-registrar of Assurances, Bandra Mumbai Suburban District, under Serial No.4998 of 2007 dated 21st June, 2007.

17. The said Property is completely encroached by occupants therein.

18. By a Deed of Conveyance dated 19th December, 2014 executed between the said Narmadabai Dattu Keny and others, therein referred to as "the Vendors" and said Sheth Developers Pvt. Ltd., therein referred to as "the Confirming Party" and yourself i.e Dimple Realtors Pvt. Ltd., therein referred to as "the Purchasers"; the said Owners with the consent and confirmation of the said Sheth Developers Pvt. Ltd. absolutely sold, transferred, assigned and conveyed the said Property on as is where is basis to you, for the consideration and upon such terms and conditions as therein mentioned. , and the said Deed of Conveyance is registered at the Office of the Sub-Registrar of Assurances Borivali-7, Mumbai Suburban District under Serial No.10378 of 2014 dated 19.12.2014.



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19. By Mutation Entry No.1842 certified by the Tahsildar Kandivali pursuant to the said Deed of Conveyance dated 19.12.2014 the name of Dimple Realtors Pvt.Ltd. is recorded as the Owners of the said property and the said property falls in Special Industrial Zone I-3 as per the D.P. Remarks of the said property.

20. That on the basis of the aforesaid documents produced before me and subject to what is stated hereinabove, in my opinion, your title to the said property appears to be clear, marketable and free from all encumbrances.

Dated this 05th day of June, 2015

At Mumbai.


RIDDHI D. SHAH
Advocate & Solicitor
ENRL No. MAH-3086-2006

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ADVOCATE & SOLICITOR

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SUPPLEMENTARY TITLE REPORT

1st February, 2018

DIMPLE REALTORS PRIVATE LIMITED,
103, Mohan Palace,
T.P.S. 3, 57th Road,
Borivali (West),
Mumbai – 400 092.

Re : Title Report dated 5th June, 2015 in respect of :-

- (i) All that piece and parcel of land or ground bearing Survey No.75 Hissa No.3 corresponding C.T.S. No. 692 admeasuring 910.10 sq. mtrs. equivalent to 1088.47 sq. yards situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, and more particularly described Firstly in the Schedule hereunder written and shown in red colour boundary line on the plan annexed hereto and marked as Annexure "A" (hereinafter referred to as "THE PROPERTY NO.1"),
- (ii) All that piece and parcel of land or ground bearing Survey No. 40 Hissa No. 9 corresponding C.T.S. No. 693 admeasuring 982.6 sq. mtrs. equivalent to 1175.06 sq. yards situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, and more particularly described Secondly in the Schedule hereunder written and shown in blue colour boundary line on the plan annexed hereto and marked as Annexure "A" (hereinafter referred to as "THE PROPERTY NO.2").



(iii) All that piece and parcel of land or ground bearing Survey No. 41 Hissa No. 10 corresponding C.T.S No. 710 admeasuring 1551.50 sq. mtrs. equivalent to 1855.16 sq. yards situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, and more particularly described Thirdly in the Schedule hereunder written and shown in green colour boundary line on the plan annexed hereto and marked as Annexure "A" (hereinafter referred to as "THE PROPERTY NO.3")

(iv) All that piece and parcel of land or ground bearing Survey No.40 Hissa No.6 corresponding C.T.S. No.721 admeasuring 267.7 sq. mtrs. equivalent to 319.89 sq. yards or thereabouts situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, and more particularly described Fourthly in the Schedule hereunder written and shown in grey colour boundary line on the plan annexed hereto and marked as Annexure "A" (hereinafter referred to as "the Property No.4").

The Property No.1 to Property No.4 are hereinafter collectively referred to as "THE SAID PROPERTIES".

Dear Sir,

1. That I have issued the aforesaid Title Report dated 5th June, 2015 in respect of the said Properties, the copy of which is annexed herewith.
2. That after the issuance of the said Title Report 5th June, 2015, further by an Order dated 06.10.2017 passed by the Hon'ble High Court in the said Execution Application No.659



of 2014 and others, the Registrar of the High Court was directed to execute the conveyance in respect of the aforesaid properties in favour of the said Sheth Shelters Pvt.Ltd. That accordingly a Deed of Conveyance dated 03.11.2017 is executed between the aforesaid Vishnu Jagannath Bhandari and others therein referred to as the Vendors by the hands of Shri D.V.Sawant, Prothonotary and Senior Master, High Court, Bomhay, pursuant to the said Order of the Hon'ble Justice K.K.Tated dated 06.10.2017 made in Notice No. 932 /2017 in Execution Application No. 659/ 2014 in the said Suit No.1425 of 2002, and the said Sheth Shelters Pvt. Ltd, therein referred to as "the Purchasers" did sell, transfer, assign and convey the said Properties in their favour and the said Deed of Conveyance is registered at the office of the sub-registrar of Assurances Borivali-3 under Serial No.8528 of 2017 dated 21.11.2017.

3. That further by a Deed of Conveyance dated 04.12.2017 executed between the said Sheth Shelters Pvt.Ltd, therein referred to as the Vendors and yourself therein referred to as the Purchasers, the said Sheth Shelters Pvt. Ltd, did sell, transfer, assign and convey the said properties in your favour and the said Deed of Conveyance is registered at the office of the sub-registrar of Assurances Borivali-7 under Serial No.16091/2017 dated 04.12.2017.
4. This Supplementary Title Report shall be read alongwith the aforesaid Title Report dated 5th June, 2016.
5. On the basis of the aforesaid documents, court proceedings and subject to what is stated hereinabove it appears that your title to the said Properties is marketable.

5th
Mumbai dated 1st February, 2018.



RIDDHI SHAH
ADVOCATE & SOLICITOR
MAH / 3095 / 2006

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To,

DIMPLE REALTORS PRIVATE LIMITED,
103, Mohan Palace,
T.P.S.-3, 57th Road,
Borivali (West),
Mumbai – 400 092

TITLE REPORT

Re : (i) All that piece and parcel of land or ground bearing Survey No.75 Hissa No.3 corresponding C.T.S. No. 692 admeasuring 910.10 sq. mtrs. equivalent to 1088.47 sq. yards situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, together with structures standing thereon, (hereinafter referred to as "THE PROPERTY NO.1"),

(ii) All that piece and parcel of land or ground bearing Survey No. 40 Hissa No. 9 corresponding C.T.S. No. 693 admeasuring 982.5 sq. mtrs. equivalent to 1175.06 sq. yards situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, together with structures standing thereon, (hereinafter referred to as "THE PROPERTY NO.2").



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(iii) All that piece and parcel of land or ground bearing Survey No. 41 Hissa No. 10 corresponding C.T.S No. 710 admeasuring 1551.50sq. mtrs. equivalent to 1855.16 sq. yards situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, together with structures standing thereon (hereinafter referred to as "THE PROPERTY NO.3")

(iv) All that piece and parcel of land or ground bearing Survey No.40 Hissa No.6 corresponding C.T.S. No.721 admeasuring 267.7 sq. mtrs. equivalent to 319.83 sq. yards or thereabouts situate, lying and being at Village Kandivali, Mahatma Gandhi Road, Kandivali (West), Mumbai 400 067, together with structures standing thereon, (hereinafter referred to as "the Property No.4").

The Property No.1 to Property No.4 are hereinafter collectively referred to as "THE SAID PROPERTIES".

Sir,

1. IN RESPECT OF PROPERTY NO.1:

(i) That originally, one Manglyan Narayan Bhandari ("the said Manglyan") and one Jetu Narayan Bhandari ("the said Jetu"), hereinafter referred to as the original



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owners were seized and possessed of and even otherwise were well and sufficiently entitled to the Property No.1.

(ii) By three separate Articles of Agreements, all dated 11 July 1992, executed by the heirs of late said Manglya N. Bhandari and Jitu N. Bhandari being 3 branches viz. (i) Ramabai Kishan Bhandari and others, (ii) Babibai Dattu Bhandari and others, (iii) Gangabai Bhandari and others, they respectively therein referred to as "the Owners" of the One Part and M/s. A.J. Associates, ("the said A.J."), therein referred to as "the Developers" of the Other Part, all the said Owners agreed to sell, assign and transfer their respective collective 1/3rd undivided share, right, title, interest, claim and benefits of whatsoever nature in Property No.1 to the said A.J. for the consideration and on the terms and conditions mentioned therein.

(iii) By three General Powers of Attorney, all dated 11 July 1992 the said Owners granted irrevocable powers to the said A.J. through its partners (1) Mr. Jude Romell, (2) Mr. Ashley D'Souza, (3) Mr. Ajit G. Thakkar and (4) Mr. Manesh R. Kutumbia interalia to do various acts, deeds and things in respect of the said Property No.1.

(iv) By three separate Articles of Agreements dated 9 November 1993, 14 November 1993 and 19 November 1993 respectively ("Agreements of Property No.1"), executed between the said A.J., therein referred to as "the Vendor" of One Part and the Sheth Shelters



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Pvt.Ltd. ("Sheth Shelters Ltd"), therein referred to as "the Developers" of the Other Part, the said A.J. agreed to transfer and assign all its interest and the benefits acquired in respect of the said property no.1 under the aforesaid three Agreements for Sale all dated 11 July 1992 in favour of said Sheth Shelters Ltd.

(v) By three separate Power of Attorney dated 9 November 1993, 14 November 1993 and 19 November 1993 ("Power of Attorneys of Property No.1"), the said A.J. granted irrevocable power to the said Sheth Shelters Pvt.Ltd., to exercise all the powers in respect of the said property no.1 which were conferred to the said A.J. under the aforementioned three General Power of Attorney all dated 11 July 1992

2. IN RESPECT OF PROPERTY NO. 2:

(vi) That the said original owners were also seized and possessed of and even otherwise were well and sufficiently entitled to Property No.2 during their lifetime;

(vii) By three separate Articles of Agreements, all dated 11 July 1992, the said Owners being heirs of deceased original owners, respectively agreed to sell, assign and transfer their respective collective 1/3rd undivided share, right, title, interest, claim and benefits of whatsoever nature in Property No.2 to the said A.J. for



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the consideration and on the terms and conditions mentioned therein.

- (viii) By three General Powers of Attorney, all dated 11 July 1992, the Owners also granted irrevocable powers to the said A.J. interalia to various acts, deeds and things in respect of the said Property No.2.
- (ix) By three separate Articles of Agreements dated 12 November 1993, 16 November 1993 and 22nd November 1993 respectively ("Agreements of Property No.2"), executed between the said A.J., therein referred to as "the Vendor" of One Part and the said Sheth Shelters Pvt.Ltd., therein referred to as "the Developers" of the Other Part, the said A.J. agreed to transfer and assign all its interest and the benefits under aforesaid three Articles of Agreement dated all 11 July 1992 respectively in respect to Property No.2 to the said Sheth Shelters Pvt.Ltd., for the consideration and on the terms and conditions mentioned therein.
- (x) By three Powers of Attorneys dated 21 November 1993, 16 November 1993 and 22 November 1993 ("Power of Attorneys of Property No.2"), the said A.J. granted irrevocable power to the said Sheth Shelters Pvt.Ltd., to exercise all the powers which are conferred to the said A.J. under the three General Powers of Attorney all dated 11 July 1992 mentioned hereinabove in respect of Property No.2.



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3. IN RESPECT OF PROPERTY NO. 3:

- (xi) That the said original owners were also seized and possessed of and even otherwise were well and sufficiently entitled to Property No.3 during their lifetime.
- (xii) By three separate Articles of Agreements, all dated 11 July 1992, executed by heirs of deceased original Owners, they respectively agreed to sell, assign and transfer their respective collective 1/3rd undivided share, right, title, interest, claim and benefits of whatsoever nature in Property No.3 to the said A.J. for the consideration and on the terms and conditions mentioned therein.
- (xiii) By three General Powers of Attorney, all dated 11 July 1992 executed by the said Owners, they granted irrevocable powers to the said A.J. inter alia to various acts, deeds and things in respect of the said Property No.3.
- (xiv) By three separate Articles of Agreements dated 12 November 1993, 13 November 1993 and 20 November 1993 respectively ("Agreements of Property No.3"), executed between the said A.J., therein referred to as "the Vendor" of One Part and said Shoth Shelters Pvt.Ltd., therein referred to as "the Developer" of the Other Part, the said A.J. agreed to transfer and assign all its interest and the benefits under the aforesaid three Articles of Agreements dated all 11 July 1992 executed by them respectively in respect of Property No.3 to the said Shoth Shelters Pvt.Ltd., for the consideration and on the terms and conditions mentioned therein.



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(xv) By three Powers of Attorney dated 12 November 1993, 13 November 1993 and 20 November 1993 ("Power of Attorneys of Property No.3"), the said A.J. granted irrevocable power to the said Sheth Shelters Pvt.Ltd., to exercise all the powers which are conferred to the said A.J. under the three General Power of Attorneys all dated 11 July 1992 mentioned hereinabove in respect Property No.3.

4. IN RESPECT OF PROPERTY NO.4 :

(xvi) That the said original owners were also seized and possessed of and even otherwise were well and sufficiently entitled to the Property No.4.

(xvii) By three separate Articles of Agreements, all dated 11 July 1992, executed by heirs of deceased original Owners therein referred to as "the Owners" of the One Part and M/s. A.J. Associates, ("the said A.J."), therein referred to as "the Developers" of the Other Part, the said Owners respectively agreed to sell, assign and transfer their respective, collective 1/3rd undivided share, right, title, interest, claim and benefits of whatsoever nature in Property No.4 to the said A.J. for the consideration and on the terms and conditions mentioned therein.

(xviii) By three General Powers of Attorney, all dated 11 July 1992, the said Owners also granted irrevocable powers



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to the said A.J. interalia to various acts, deeds and things in respect of the said Property No.4.

(xix) By three separate Articles of Agreements dated 16 November 1993, 17 November 1993 and 22 November 1993 respectively ("Agreements of Property No.4"), executed between the said A.J., therein referred to as "the Vendor" of One Part and the said Sheth Shelters Pvt.Ltd., therein referred to as "the Developer" of the Other Part, the said A.J. agreed to transfer and assign all its interest and the benefits acquired under aforesaid three Agreements for Sale all dated 11 July 1992, respectively, in respect of Property No.4 to the said Sheth Shelters Pvt.Ltd., for the consideration and on the terms and conditions mentioned therein.

(xx) By three Powers of Attorney dated 16 November 1993, 17 November 1993 and 22 November 1993 ("Power of Attorneys of Property No.4"), the said A.J. granted irrevocable power to the said Sheth Shelters Pvt.Ltd. to exercise all the powers which are conferred to the said A.J. under the three General Powers of Attorney all dated 11 July 1992, mentioned hereinabove in respect of Property No.4.

5. Certain disputes arose between the erstwhile owners of the said Property No.1, 2, 3 and 4, the said A.J. and the said Sheth Shelters Pvt.Ltd., interalia, the said Sheth Shelters Pvt.Ltd., filed Suit No. 1425 of 2002 before the Hon'ble Bombay High Court against the said Smt. Gangabai



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Jagannath Bhandari and 31 others, the said A.J. and M/s. Bindu Land Developers and Builders ("the said Suit"), seeking, *inter alia*, a declaration of right to develop the said Property No.1, 2, 3 and 4, and for an order and decree that all the Articles of Agreements and Power of Attorneys of Property No.1, 2, 3 and 4 executed in favour of the said Sheth Shelters Pvt.Ltd., are valid, binding and subsisting.

6. By Consent Terms dated 2 May, 2002 *read with* Consent Terms 16 March 2005 ("said Consent Terms") the parties to the said Suit settled the disputes amongst themselves. The parties in the said Consent Terms confirmed that all Agreements and Power of Attorneys of Property No.1, 2, 3 and 4 executed by the said A.J. in favour of the said Sheth Shelters Pvt.Ltd., in respect of said properties being Property No.1, 2, 3 and 4 are valid, subsisting and binding and they are in exclusive, use, occupation, possession and enjoyment of said properties.
7. Under the said Consent Terms, the Hon'ble High Court confirmed the rights of the said Sheth Shelters Pvt.Ltd., as assignees of the said A.J. *inter alia* in respect of the said properties. In pursuance of Clause 15 of the Consent Terms dated 16 March 2005, the said Sheth Shelters Pvt.Ltd., are *inter alia* entitled to call upon the erstwhile owners of said properties including the said A.J. to execute Deed of Conveyance or Assignment of said properties in its favour and/or its nominees, including Co-operative Societies that



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shall be formed of the buildings to be constructed on said Properties.

8. By an Agreement dated 24th October, 2013 executed between the said Sheth Shelters Pvt.Ltd., therein referred to as the Vendors and Dimple Realtors Pvt. Ltd. i.e. yourself, therein referred to as the Purchasers, the said Sheth Shelters Pvt.Ltd., have agreed to sell, transfer, assign to you the said properties together with all their right, title, interest, benefits acquired by them as aforesaid, for the consideration and on the terms and conditions mentioned therein. The said Agreement is registered at the Office of the Sub-Registrar of Assurances Borivali-2, Mumbai Suburban District, under Serial No.7776 of 2013 dated 24.10.2013.

9. The said Sheth Shelters Pvt.Ltd., in furtherance of the said Agreement has also executed various documents, declarations, indemnity in respect of the said properties thereby confirming your rights, title, interest in the said properties.

10. Pursuant to the said documents and Agreement executed in your favour by the Sheth Shelters Pvt. Ltd., Mutation Entry No. 1821 has been effected in the 7/12 extract of the said properties and accordingly your name is recorded in the c column of other rights in respect of the said Properties.

11. That since the Defendants in the said Suit No.1425 of 2002 pursuant to the said Consent Terms dated 2nd May, 2002 read with Consent Terms dated 16th March, 2005 failed to execute the Deed of Conveyance in favour of the said Sheth



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Shelters Pvt.Ltd., inspite of the notice being given to them to execute the Deed of Conveyance, the said Sheth Shelters Pvt.Ltd., filed Execution Application No.659 of 2014 in the said Suit in the High Court of Judicature at Bombay. The Hon'ble High Court issued notice No.1171 of 2014 in the said Execution Application to the Defendants. That some of the Defendants (Judgment Debtors) in the said Execution Application / Notice have filed their objections and some of the Defendants (Judgment Debtors) have taken out Notice of Motion (L) No.448 of 2015 to set aside the said Consent Terms filed in the said suit allegedly contending therein that the same were obtained by fraud. That by an order dated 01.04.2015 passed by her Ladyship Justice Mrs.Roshan Dalvi in the said Notice and the said Notice of Motion to lead evidence by the Defendants to prove the fact to set aside the document (i.e. consent terms) which is the part of judicial proceeding and of which there would be a presumption of correctness and the presumption would be rebutted upon the evidence led by the Defendants and Notice and Notice of Motion are adjourned to 08.06.2015 for considering the admissibility of the documents if any of Defendants/ judgement debtors and for accepting their Affidavit of Evidence.

12. On the basis of the aforesaid documents, court proceedings produced before us, and subject to what is stated hereinabove, it appears that pursuant to the said Consent Terms dated 2nd May, 2002 read with Consent Terms dated 16th March, 2005 filed in the High Court Suit No.1425 of 2002, the said Sheth



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Shelters Pvt.Ltd., became entitled to the said properties and Pursuant to the said Agreement 24.10.2013 executed between the said Sheth Shelters Pvt.Ltd. and yourself, they have transferred their rights in your favour in respect of the said properties including in respect of the said Consent Terms, and as such subject to the terms and conditions of the said Agreement dated 24.10.2013 and subject to outcome of the litigation as aforesaid you shall be entitled to develop the said properties.

Dated this 05th day of June, 2015,

at Mumbai.

RIDDHI D. SHAH
Advocate & Solicitor
ENRL No. MAH-3085-2005