

To,
MAHARERA,
6th & 7th Floor, Housefin Bhavan,
Plot No. C - 21, E - Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051

LEGAL TITLE REPORT

Re.: Title clearance certificate with respect to all that piece and parcel of land bearing C.T.S. No. 1016 admeasuring 9607.5 sq. mtrs. or thereabouts as presently recorded in the Property Register Card of Village Pahadi near Goregaon, Taluka Borivali together with 9 (nine) residential buildings standing thereon situated within the limits of the Municipal Corporation of Greater Mumbai and within the Registration District of Bandra and Sub-District of Mumbai and Mumbai Suburban (hereinafter referred to as 'the said Property').

This Legal Title Report has been re-issued in the format prescribed by MAHARERA by way of Circular No. 28/2021 dated 8 Mach 2021. The original Certificate Relating to Title was issued by us on 26 April 2018. Accordingly, this Legal Title Report though current dated, reflects the position as mentioned on our Certificate Relating to Title dated 26 April 2018. It is to be noted that we have not conducted a search in the government records nor issued a public notice save and except as stated in the Certificate Relating to Title dated 26 April 2018. A copy of the Certificate Relating to Title dated 26 April 2018 is enclosed herewith as Annexure "B" hereto.

1. We have investigated the title of Hari Ratan Co-operative Housing Society Limited ("the said Society") to the said Property at the request of Kolte Patil Developers Limited and have perused the following documents pertaining to the said Property:
 - i. Indenture of Conveyance dated 30 October 1967 executed between Byramji Jeejeebhoy Pvt. Ltd., therein referred to as the Vendor of the One Part and Laxmi Asbestos Projects Limited, therein referred to as the Purchaser of the Other Part.
 - ii. Indenture of Conveyance dated 20 August 1969 executed between Laxmi Asbestos Projects Limited, therein referred to as the Vendors of the One Part and Hari Ratan Co-operative Housing Society Limited ("said Society"), therein referred to as the Purchaser of the Other Part.



- iii. Indenture of Mortgage dated 24 January 1970 executed between the said Society, therein referred to as the Mortgagor and The Maharashtra State Co-operative Housing Finance Corporation Ltd. (formerly known as The Maharashtra State Cooperative Housing Society Ltd.), therein referred to as the Mortgagee.
 - iv. Deed of Re-conveyance dated 24 September 2010 executed between The Maharashtra State Co-operative Housing Finance Corporation Ltd. (formerly known as The Maharashtra State Cooperative Housing Society Ltd.), therein referred to as the Mortgagees and the said Society, therein referred to as the Mortgagors.
 - v. Development Agreement dated 6 April 2016 executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Ltd., therein referred to as the Developer of the Other Part.
 - vi. Power of Attorney dated 7 May 2016 executed by the said Society in favour of Kolte Patil Developers Ltd.
 - vii. Supplemental Re-Development Agreement dated 31 March 2018 executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Ltd., therein referred to as the Developer of the Other Part.
 - viii. Property Register Card of the said Property.
 - ix. Photocopy of letter dated 3 June 2017 addressed by the Office of City Survey Officer, Goregaon.
 - x. Property tax bills for the year 2013-2014 and receipt evidencing payment thereof.
 - xi. Search Reports dated 27 August 2015, 19 April 2017 and 21 April 2018 issued by Search Clerk Mr. Vishwas Daware.
2. On perusal of the above mentioned documents and all other relevant documents relating to the title of the said Property, we are of the opinion that title of the said Hari Ratan Co-operative Housing Society Limited to the said Property is clear and marketable without any encumbrance subject to the (i) Development Agreement



dated 6 April 2016 mentioned hereinabove read with (ii) the Supplemental Re-Development Agreement dated 31 March 2018 wherein the said Kolte Patil Developers Limited has been granted development rights by the said Society in respect of the said Property admeasuring 9607.5 sq. mtrs.(with rights to take full benefits thereof) in accordance with the terms and conditions contained in the therein and is entitled to develop the Property on receipt of requisite approvals from the statutory authorities.

Accordingly, the said Hari Ratan Co-operative Housing Society Limited is the owner of the said Property and the said Kolte Patil Developers Limited have development rights thereof. Further, upon the said Kolte Patil Developers Limited handing over the existing members' area to the said Society in the newly constructed building, Kolte Patil Developers Limited shall be entitled to sell the free sale area in the newly constructed building.

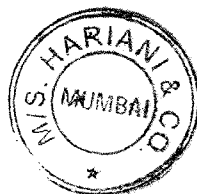
3. The report reflecting the flow of title of the said Hari Ratan Co-operative Housing Society Limited and the development rights of the said Kolte Patil Developers Limited in the said Property is enclosed herewith as "Annexure A".

4. **General:**

- i. This Legal Title Report is issued solely on the basis of the documents provided by you as mentioned above and we have no obligation to update this Legal Title Report with any information or replies or documents received by us beyond this date.
- ii. 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 hectares, ares, acres, gunthas, square yards and square meters, as we have found them in various documents.
- iii. For the purpose of this Legal Title Report, we have assumed:
 - a) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.



- b) That there have been no amendments or changes to the documents examined by us.
 - c) The accuracy and completeness of all the factual representations made in the documents.
 - d) That all prior documents have been adequately stamped and duly registered.
 - e) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Legal Title Report is correct and otherwise genuine.
 - f) Each document binds the parties intended to be bound thereby.
 - g) Photocopies provided to us are accurate photocopies of originals.
- iv. For the purposes of this Legal Title Report, we have relied upon information relating to:
- a) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - b) Boundaries on the basis of the documents provided to us by the clients.
- v. For the purposes of this Legal Title Report, we have relied upon.
- a) Original of documents.
 - b) Certified copies of the property cards in respect of the said Property.
- vi. We have carried out searches in the concerned offices of the Sub-Registrar and there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. reflected in the Search Report in respect of the said Property. We have however not carried out any searches in the Courts or tribunals.



- vii. For the purpose of this Legal Title Report, we have relied upon information relating to lineage, if applicable on the basis of revenue records and information provided to us by you.
- viii. 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.
- ix. We express no view about the user/reservations/FSI/or developability of said Property.
- x. We have not verified issues relating to reservation of the said Property or any portion thereof by Governmental Authorities.
- xi. 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.
- xii. We are not authorized or qualified to express an opinion relating to plan permissions, approvals or development potential of the said Property.
- xiii. 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.
- xiv. This Legal Title Report is limited to the matters pertaining to Indian Law (as on the date of the Legal Title Report) alone and we express no opinion on laws of any other jurisdiction.

Dated this 23rd day of March 2021

For M/s. Hariani & Co.

A. Hariani

Partner

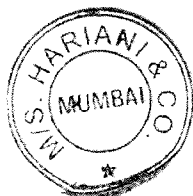


Encl.: As above

"ANNEXURE A"

FLOW OF TITLE OF THE SAID PROPERTY

1. It appears from the Property Register that the land bearing C.T.S. No.1016 Village Pahadi, Taluka Borivali, District Mumbai Suburban, that the name of Hari Ratan Co-operative Housing Society Limited is appearing as the owner thereof.
2. We have caused the following searches in the office of Sub-Registrar of Assurances through Mr. Vishwas J. Daware, Search Clerk:
 - (a) From 1969 to 2015, reflecting in the Search Report dated 27 August 2015 in respect of the said Property.
 - (b) From September 2015 till March 2017 reflecting in the Search Report dated 19 April 2017 in respect of the said Property.
 - (c) From the year 2016 till March 2018 reflecting in the Search Report dated 21 April 2018, in respect of the said Property.
3. Flow of title in respect of the said Property:
 - (a) By an Indenture of Conveyance dated 30 October 1967 registered with the Sub-Registrar of Assurances at Bombay under Serial No.344 of 1968 and executed between Byramji Jeejeebhoy Private Ltd., therein referred to as the Vendor of the One Part and Laxmi Asbestos Projects Limited, therein referred to as the Purchaser of the Other Part, the Vendor therein sold, transferred and conveyed in favour of the Purchaser therein all that piece or parcel of land bearing Survey No.161 (part) admeasuring 74,103.60 sq. mtrs. or thereabouts of village Pahadi near Goregaon, Taluka Borivali (hereinafter referred to as "**Land bearing Survey No.161 (Part)**"), at or for the consideration and in the manner contained therein.
 - (b) It appears that thereafter the aforesaid Laxmi Asbestos Projects Limited subdivided the said Land bearing Survey No.161 (part) into several plots and such sub-division has been sanctioned and approved by the Bombay Municipal Corporation upon the terms and conditions contained in letter dated 11 June 1960 addressed by Executive Engineer, Bombay Municipal Corporation to the said Laxmi Asbestos Projects Limited.



- (c) By Indenture of Conveyance dated 20 August 1969 registered with the Sub-Registrar of Assurances at Bombay under Serial No.3686 of 1969 and executed between the said Laxmi Asbestos Projects Limited, therein referred to as the Vendors of the One Part and Hari Ratan Co-operative Housing Society Limited (hereinafter referred to as "**the said Society**"), therein referred to as the Purchaser of the Other Part, the said Laxmi Asbestos Projects Limited sold, transferred and conveyed in favour of the said Society, one of aforesaid sub-divided plots i.e. Plot No.3 admeasuring 11500 sq. yards (i.e. 9615.15 sq. meters) or thereabouts being portion of Land bearing Survey No.161 of village Pahadi near Goregaon, Taluka Borivali in the Registration Sub-District of Bandra, District Bombay Suburban ("**said Land**") at or for the consideration and in the manner therein contained. It appears that the said Land was subsequently allotted C.T.S. No.1016.
- (d) Thereafter, the said Society being in need of funds for the purpose of erecting and completing the construction of 9 residential buildings on the said Land containing 149 (one hundred and forty nine) flats and/or blocks, approached The Maharashtra State Co-operative Housing Finance Corporation Ltd. and requested it to grant to the said Society loan against the mortgage of the said Property. Accordingly, vide an Indenture of Mortgage dated 24 January 1970 registered with the Sub-Registrar of Assurances at Bombay under Serial No.408 of 1970 and executed between the said Society, therein referred to as the Mortgagor of the One Part and The Maharashtra State Co-operative Housing Finance Corporation Ltd., therein referred to as the Mortgagee of the Other Part, the said Society mortgaged in favour of the Mortgagee therein, the said Land together with the aforesaid buildings, at or for the consideration and on the terms and conditions more particularly mentioned therein.
- (e) Thus at present, 9 (Nine) residential buildings (hereinafter referred to as "**the Existing Buildings**") are standing on the said Land, the details whereof are as follows:
- (i) Building No. C1 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-1/1 to C-1/18,



- (ii) Building No. C2 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-2/1 to C-2/18,
- (iii) Building No. C3 comprising of ground plus 4 (four) upper floors having 16 (sixteen) flats bearing Nos. C-3/1 to C-3/16,
- (iv) Building No.C4 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-4/1 to C-4/18,
- (v) Building No.C5 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-5/1 to C-5/18,
- (vi) Building No.D1 comprising of ground plus 3 (three) upper floors having 16 (sixteen) flats bearing Nos. D-1/1 to D-1/16,
- (vii) Building No.D2 comprising of ground plus 3 (three) upper floors having 13 (thirteen) flats bearing Nos. D-2/1 to D-2/13,
- (viii) Building No.D3 comprising of ground plus 3 (three) upper floors having 16 (sixteen) flats bearing Nos. D-3/1 to D-3/16,
- (ix) Building No.D4 comprising of ground plus 3 (three) upper floors having 16 (sixteen) flats bearing Nos. D-4/1 to D-4/16,

aggregately admeasuring about 81,940 sq. ft. carpet area.

The said Land together with the Existing Buildings standing thereon are hereinafter collectively referred to as "**the said Property**".

- (f) Thereafter, the said Society repaid the loan obtained from the aforesaid Maharashtra State Co-operative Housing Finance Corporation Ltd. Vide Deed of Re-conveyance dated 24 September 2010 registered with the Sub-Registrar of Assurances at Borivali under Serial No.BDR-2/8815 of 2010 and executed between The Maharashtra State Co-operative Housing Finance Corporation Ltd., therein referred to as the Mortgagee of the One Part and the said Society, therein referred to as the Mortgagor of the Other Part, the Mortgagee therein reconveyed and transferred the said Property in favour of the said Society.



- (g) By a Development Agreement dated 6 April 2016 registered with the Sub-Registrar of Assurances at Borivali – 5 under Serial No.4523 of 2016 and executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Limited, therein referred to as the Developer of the Other Part, the said Society granted in favour of the Developer therein, development rights in respect of the said Property, at or for the consideration and on the terms and conditions therein contained. We observe that the development rights have been granted in respect of the areas of the said Land as are presently recorded in the Property Register Cards i.e. aggregating to 9607.5 sq. mtrs. or thereabouts.
- (h) In pursuance of the aforesaid Development Agreement, the said Society has also executed a Power of Attorney dated 7 May 2016 registered with the Sub-Registrar of Assurances at Borivali - 5 under Serial No.4524 of 2016 in favour of Kolte Patil Developers Limited, in order to carry out the development of the said Property, authorising them to do the acts, deeds and things more particularly therein contained.
- (i) By a Supplemental Re-Development Agreement dated 31 March 2018 registered with the Sub-Registrar of Assurances at Borivali - 5 under Serial No.4487 of 2018 and executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Limited, therein referred to as the Developer of the Other Part, the Parties thereto have amended / supplemented certain terms and conditions of the Development Agreement dated 6 April 2016, as more particularly recorded therein.

4. There are no ongoing / pending litigations in respect of the said Property.

Dated this 23rd day of March 2021

For M/s. Hariani & Co.

Partner



To,

KOLTE PATIL DEVELOPERS LIMITED
 501, The Capital
 Plot No. C 70, G Block
 Bandra-Kurla Complex, Bandra (E)
 Mumbai – 400 051.

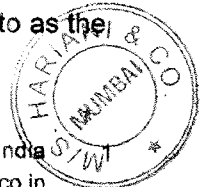
CERTIFICATE RELATING TO TITLE

Re.: All that piece and parcel of land bearing C.T.S. No. 1016 admeasuring 9607.5 sq. mtrs. or thereabouts as presently recorded in the Property Register Card of Village Pahadi near Goregaon, Taluka Borivali together with 9 (nine) residential buildings standing thereon situated within the limits of the Municipal Corporation of Greater Mumbai and within the Registration District of Bandra and Sub-District of Mumbai and Mumbai Suburban.

1. **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:-

- i. Indenture of Conveyance dated 30 October 1967 executed between Byramji Jeejeebhoy Pvt. Ltd., therein referred to as the Vendor of the One Part and Laxmi Asbestos Projects Limited, therein referred to as the Purchaser of the Other Part.
- ii. Indenture of Conveyance dated 20 August 1969 executed between Laxmi Asbestos Projects Limited, therein referred to as the Vendors of the One Part and Hari Ratan Co-operative Housing Society Limited ("said Society"), therein referred to as the Purchaser of the Other Part.
- iii. Indenture of Mortgage dated 24 January 1970 executed between the said Society, therein referred to as the Mortgagor and The Maharashtra State Co-operative Housing Finance Corporation Ltd. (formerly known as The Maharashtra State Cooperative Housing Society Ltd.), therein referred to as the Mortgagee.
- iv. Deed of Re-conveyance dated 24 September 2010 executed between The Maharashtra State Co-operative Housing Finance Corporation Ltd. (formerly known as The Maharashtra State Cooperative Housing Society Ltd.), therein referred to as the Mortgagees and the said Society, therein referred to as the Mortgagors.



- v. Development Agreement dated 6 April 2016 executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Ltd., therein referred to as the Developer of the Other Part.
- vi. Power of Attorney dated 7 May 2016 executed by the said Society in favour of Kolte Patil Developers Ltd.
- vii. Supplemental Re-Development Agreement dated 31 March 2018 executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Ltd., therein referred to as the Developer of the Other Part.
- viii. Property Register Card of the said Property.
- ix. Photocopy of letter dated 3 June 2017 addressed by the Office of City Survey Officer, Goregaon.
- x. Property tax bills for the year 2013-2014 and receipt evidencing payment thereof.
- xi. Search Reports dated 27 August 2015, 19 April 2017 and 21 April 2018 issued by Search Clerk Mr. Vishwas Daware.

2. **BRIEF HISTORY:**

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

DEVOLUTION OF TITLE OF THE PROPERTY:

- i. By an Indenture of Conveyance dated 30 October 1967 registered with the Sub-Registrar of Assurances at Bombay under Serial No.344 of 1968 and executed between Byramji Jeejeebhoy Private Ltd., therein referred to as the Vendor of the One Part and Laxmi Asbestos Projects Limited, therein referred to as the Purchaser of the Other Part, the Vendor therein sold, transferred and conveyed in favour of the Purchaser therein all that piece or parcel of land bearing Survey No.161 (part) admeasuring 74,103.60 sq. mtrs. or thereabouts of village Pahadi near Goregaon, Taluka Borivali (hereinafter referred to as "Land bearing Survey No.161 (Part)", at or for the consideration and in the manner contained therein.

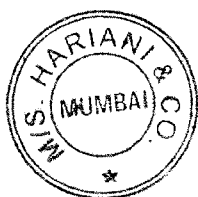
It appears that thereafter the aforesaid Laxmi Asbestos Projects Limited subdivided the said Land bearing Survey No.161 (part) into several plots and such sub-division has been sanctioned and approved by the Bombay



Municipal Corporation upon the terms and conditions contained in letter dated 11 June 1960 addressed by Executive Engineer, Bombay Municipal Corporation to the said Laxmi Asbestos Projects Limited.

iii. By Indenture of Conveyance dated 20 August 1969 registered with the Sub-Registrar of Assurances at Bombay under Serial No.3686 of 1969 and executed between the said Laxmi Asbestos Projects Limited, therein referred to as the Vendors of the One Part and Hari Ratan Co-operative Housing Society Ltd. (hereinafter referred to as "the said Society"), therein referred to as the Purchaser of the Other Part, the said Laxmi Asbestos Projects Limited sold, transferred and conveyed in favour of the said Society, one of aforesaid sub-divided plots i.e. Plot No.3 admeasuring 11500 sq. yards (i.e. 9615.15 sq. meters) or thereabouts being portion of Land bearing Survey No.161 of village Pahadi near Goregaon, Taluka Borivali in the Registration Sub-District of Bandra, District Bombay Suburban ("said Land") at or for the consideration and in the manner therein contained. It appears that the said Land was subsequently allotted C.T.S. No.1016.

iv. Thereafter, the said Society being in need of funds for the purpose of erecting and completing the construction of 9 residential buildings on the said Land containing 149 (one hundred and forty nine) flats and/or blocks, approached The Maharashtra State Co-operative Housing Finance Corporation Ltd. and requested it to grant to the said Society loan against the mortgage of the said Property. Accordingly, vide an Indenture of Mortgage dated 24 January 1970 registered with the Sub-Registrar of Assurances at Bombay under Serial No.408 of 1970 and executed between the said Society, therein referred to as the Mortgagor of the One Part and The Maharashtra State Co-operative Housing Finance Corporation Ltd., therein referred to as the Mortgagee of the Other Part, the said Society mortgaged in favour of the Mortgagee therein, the said Land together with the aforesaid buildings, at or for the consideration and on the terms and conditions more particularly mentioned therein.



v. Thus at present, 9 (Nine) residential buildings (hereinafter referred to as "the Existing Buildings") are standing on the said Land, the details whereof are as follows:

Building No. C1 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-1/1 to C-1/18,



Building No. C2 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-2/1 to C-2/18,

Building No. C3 comprising of ground plus 4 (four) upper floors having 16 (sixteen) flats bearing Nos. C-3/1 to C-3/16,

Building No.C4 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-4/1 to C-4/18,

Building No.C5 comprising of ground plus 4 (four) upper floors having 18 (eighteen) flats bearing Nos. C-5/1 to C-5/18,

Building No.D1 comprising of ground plus 3 (three) upper floors having 16 (sixteen) flats bearing Nos. D-1/1 to D-1/16,

Building No.D2 comprising of ground plus 3 (three) upper floors having 13 (thirteen) flats bearing Nos. D-2/1 to D-2/13,

Building No.D3 comprising of ground plus 3 (three) upper floors having 16 (sixteen) flats bearing Nos. D-3/1 to D-3/16,

Building No.D4 comprising of ground plus 3 (three) upper floors having 16 (sixteen) flats bearing Nos. D-4/1 to D-4/16,

aggregately admeasuring about 81,940 sq. ft. carpet area.

The said Land together with the Existing Buildings standing thereon are hereinafter collectively referred to as "the said Property".

- vi. Thereafter, the said Society repaid the loan obtained from the aforesaid Maharashtra State Co-operative Housing Finance Corporation Ltd. Vide Deed of Re-conveyance dated 24 September 2010 registered with the Sub-Registrar of Assurances at Borivali under Serial No.BDR-2/8815 of 2010 and executed between The Maharashtra State Co-operative Housing Finance Corporation Ltd., therein referred to as the Mortgagee of the One Part and the said Society, therein referred to as the Mortgagor of the Other Part, the Mortgagee therein reconveyed and transferred the said Property in favour of the said Society.

3. **PROPERTY REGISTER CARD:**

It appears from the Property Register Card of the land bearing C.T.S. No.1016 that (i) area of land is 9607.5 sq. mtrs. (ii) name of the said Society is appearing as the owner thereof and (iii) the tenure of the land is reflected as "C",



4. **DEVELOPMENT AGREEMENT:**

- i. By a Development Agreement dated 6 April 2016 registered with the Sub-Registrar of Assurances at Borivali - 5 under Serial No.4523 of 2016 and executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Limited, therein referred to as the Developer of the Other Part, the said Society granted in favour of the Developer therein, development rights in respect of the said Property, at or for the consideration and on the terms and conditions therein contained. We observe that the development rights have been granted in respect of the areas of the said Land as are presently recorded in the Property Register Cards i.e. aggregating to 9607.5 sq. mtrs. or thereabouts.
- ii. In pursuance of the aforesaid Development Agreement, the said Society has also executed a Power of Attorney dated 7 May 2016 registered with the Sub-Registrar of Assurances at Borivali - 5 under Serial No.4524 of 2016 in favour of Kolte Patil Developers Limited, in order to carry out the development of the said Property, authorising them to do the acts, deeds and things more particularly therein contained.

5. **SUPPLEMENTAL RE-DEVELOPMENT AGREEMENT:**

By a Supplemental Re-Development Agreement dated 31 March 2018 registered with the Sub-Registrar of Assurances at Borivali - 5 under Serial No.4487 of 2018 and executed between the said Society, therein referred to as the Society of the One Part and Kolte Patil Developers Limited, therein referred to as the Developer of the Other Part, the Parties thereto have amended / supplemented certain terms and conditions of the Development Agreement dated 6 April 2016, as more particularly recorded therein.

6. **SEARCHES:**

We have caused searches in the office of Sub-Registrar of Assurances for the period from 1969 to 2015, through Mr. Vishwas J. Daware, who has furnished to us the Search Report dated 27 August 2015, inter alia, in respect of the said Property. The aforesaid Search Report reflects the documents referred to in Clauses 2 (i), (iii) (iv) and (v) above.

We have caused searches in the office of Sub-Registrar of Assurances for the period September 2015 till March 2017, through Mr. Vishwas J. Daware, who has



furnished to us the Search Report dated 19 April 2017, in respect of the said Property. The aforesaid Search Report dated 19 April 2017 reflects the documents referred to in Clauses 4(i) and (ii) above and a Deed of indemnity dated 7 May 2016 executed by Kolte Patil Developers Limited in favour of the Society.

We have caused searches in the office of Sub-Registrar of Assurances for the period from the year 2016 till March 2018, through Mr. Vishwas J. Daware, who has furnished to us the Search Report dated 21 April 2018, in respect of the said Property. The aforesaid Search Report dated 19 April 2017 reflects the documents referred to in Clauses 4(i), (ii) and (v) above and a Deed of Indemnity dated 7 May 2016 executed by Kolte Patil Developers Limited in favour of the Society.

7. **CONCLUSION:**

In view of and subject to what is stated hereinabove, in our opinion, the said Society i.e., Hari Ratan Co-operative Housing Society is the owner of the said Property and has free, clear and marketable title thereto.

We further observe that pursuant to the Development Agreement recited in Clause 4 (i) read with Supplemental Re-Development Agreement recited in Clause 5 above, Kolte Patil Developers Limited has been granted development rights by the said Society in respect of the said Property admeasuring 9607.5 sq. mtrs.(with rights to take full benefits thereof) in accordance with the terms and conditions contained in the aforesaid Agreements and are entitled to develop the property subject to the conditions thereof and receipt of requisite approvals from the statutory authorities. Further, upon the Kolte Patil Developers Ltd. handing over the existing members' area to the said Society in the newly constructed building, Kolte Patil Developers Limited shall be entitled to sell the free sale area.

8. **GENERAL:**

- i. 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.
- ii. 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.



- iii. For the purpose of this Title Certificate, we have assumed:
- a) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - b) That there have been no amendments or changes to the documents examined by us.
 - c) The accuracy and completeness of all the factual representations made in the documents.
 - d) That all prior documents have been adequately stamped and duly registered.
 - e) 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.
 - f) Each document binds the parties intended to be bound thereby.
 - g) Photocopies provided to us are accurate photocopies of originals.
- iv. For the purposes of this Title Certificate, we have relied upon information relating to:
- a) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - b) Boundaries on the basis of the documents provided to us by the clients.
- v. For the purposes of this Title Certificate, we have relied upon:
- a) Original of documents.
 - b) Certified copies of the Property cards in respect of the said Property.
- vi. We have carried out searches in the concerned offices of the Sub-Registrar and there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. reflected in the Search Report in respect of the said

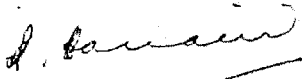


Property. We have however not carried out any searches in the Courts or tribunals.

- vii. 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.
- viii. 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.
- ix. We express no view about the user/reservations/FSI/or developability of said Property.
- x. We have not verified issues relating to reservation of the said Property or any portion thereof by Governmental Authorities.
- xi. 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.
- xii. We are not authorized or qualified to express an opinion relating to plan permissions, approvals or development potential of the said Property.
- xiii. 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.
- xiv. 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 26th day of April 2018

For M/s. Hariani & Co.


Partner

