

- 4) Mrs. Vaishali Ketan Gokhale 3/36th
- 5) Vivek Yashwant Kolhatkar 4/36th
- 6) Anil Yashwant Kolhatkar 4/36th
- 7) Jayant Yashwant Kolhatkar 4/36th

- viii) The Property Register Card reflects the names of the said **Vijay Sitaram Kolhatkar & 6 Ors** as the holders and Lessees of the said property more particularly described in the Schedule hereunder written.
- ix) By an Agreement dated 21st January, 2010 and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 736 of 2010 and made between the said Mr. Vijay Sitaram Kolhatkar & 6 Others as the Assignors therein and you, M/s Nandivardhan Constructions Pvt. Ltd. as the Assignees therein, the said Mr. Vijay Sitaram Kolhatkar & 6 Others did thereby grant unto you the Assignees therein development cum sale rights and agreed to assign and transfer to you the said property being Plot No.160 of the Dadar Matunga Estate bearing C.S No 152/10, situate at 160, Hindu Colony, Dadar, Mumbai 400014, admeasuring 1120 sq yards or thereabouts equivalent to 936.46 sq. mtrs or thereabouts, together with the structure standing thereon known as "**SITARAM BHUVAN**" and more particularly described in the Schedule thereunder written which corresponds with the Schedule hereunder written on the terms and conditions therein contained. In the aforesaid premises, you **M/S. NANDIVARDHAN CONSTRUCTIONS PVT LTD.** have become entitled to obtain an Assignment of the Lease and to the development cum sale rights in respect of property described in the Schedule hereunder written.

2. The said property described in the Schedule hereunder written comprises of structures, premises wherein are in use and occupation of monthly tenants.

3. You, Nandivardhan Construction Pvt. Ltd. having obtained consents from the Tenants in the said property described in the Schedule hereunder written have obtained Redevelopment NOC from Mumbai Building Repairs and Reconstruction Board (MBRRB) bearing No. R/ NOC/ F-1868/ 4417/ MBRRB-10 dated 3rd November, 2010 revised from time to time and have also obtained from the Municipal Corporation of Greater Mumbai sanction of Building Plans and IOD bearing No. EB/6835/FN/A dated 16th July, 2015 and Commencement Certificate bearing No. EEBPC/6835/FN/A dated 10th May, 2016 and having obtained the said requisite sanctions from the Concerned Authorities have vacated the Tenants/ occupants from the said property and have commenced construction of a new multi storeyed building in accordance with the sanctioned building plans and permissions.

4. You Nandivardhan Construction Pvt. Ltd. the Assignees by an Undertaking dated 22nd September, 2015 registered with the Sub-Registrar of Assurances under Sr. No. BBI/5/3319 of 2015 for the purpose of obtaining the NOC for transfer from the MCGM have agreed and undertaken to pay such amounts of premiums, transfer fees, lease rent as may be levied pursuant to the final orders/directions as may be passed by the High Court in W.P. No.1251 of 2014 in relation to payment of the amount of premium, transfer fee, lease rents pertaining to development and transfer of the said property.

5. We have perused search notes taken at the office of the Sub-Registrar of Assurances at Mumbai as well as the revenue record, title deeds and Property Register Card as well as have prior to execution of the said Agreement to Assign issued Public Notices in newspapers inviting claims (and in respect whereof no adverse claims have been received) and on the basis thereof and subject to what is stated

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hereinabove We are of the opinion that 1] Mr. Vijay Sitaram Kolhatkar, 2] Mrs. Asha Ravi Joshi, 3] Smt. Mangala Yashwant Kolhatkar, 4] Mrs. Vaishali Ketan Gokhale, 5] Mr. Vivek Yashwant Kolhatkar, 6] Mr. Anil Yashwant Kolhatkar, 7] Mr. Jayant Yashwant Kolhatkar have a clear marketable title free of encumbrances and of reasonable doubts to the under mentioned property described in the Schedule hereunder written as Owners/Lessees thereof and that you M/S. NANDIVARDHAN CONSTRUCTIONS PVT LTD. as the appointed Developers and Assignees under the Agreement dated 21st January, 2010 are entitled to develop the said property in accordance with the Development permissions as may be granted by the Concerned Authorities.

THE SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece of land containing an area of 1,120 square yards equivalent to 936.46 sq. mtrs. or thereabouts situate on and being Plot No.160 of the Dadar Matunga Estate of the Corporation in the City and Island and Sub-Registration District of Bombay together with buildings and structures thereon and bounded on the North-East by Plot No.159 of the said Estate leased to K.R. Chaudhari on the South-East partly by Plot No.165 E of the said Estate agreed to be leased to P.T. Bandekar and partly by Plot No.165 F of the said Estate leased to R.M. Engineer on the South-West by Plot No.161 or the said Estate leased to V.N. Sarangdhar and another and on the North-West by Forty Feet Sir Bhalchandra Road which piece of land bears New Survey No.1145 (part) and Cadastral Survey No.152/10 of Matunga Division.

Dated this 11th day of July, 2016.

For KISHORE THAKORDAS & CO.


**Partner
Advocates & Solicitors**