



# WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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NL/JRS/10104

7<sup>th</sup> June, 2023

To,

**Anaya Infrastructure Private Limited**  
801, 8<sup>th</sup> Floor, HubTown Solaris,  
N.S. Phadke Marg, Andheri East,  
Mumbai – 400069

Kind Attn: Mr. Paras Gundecha

## TITLE CERTIFICATE

**Re:** All that piece and parcel of land bearing portion of Survey No. 408 and C.T.S. No. 1383, 1385A, 1385B of Village Malad South and C.T.S No. 918A of Village Pahadi Goregaon West and totally admeasuring approximately 5653.98 sq. mtrs (as per the title documents) and 5072 square meters (as per physical survey) in the registration sub-district Bombay Suburban and is more particularly described in the First Schedule hereunder written ("said Land").

**A.** Our client, Anaya Infrastructure Private Limited ("AIPL") a private limited company registered under the provisions of the Companies Act, 2013 and having its registered office at 801, 8<sup>th</sup> Floor, HubTown Solaris, N.S. Phadke Marg, Andheri East, Mumbai – 400069 has requested us to investigate the title of AIPL and Rexon Developers LLP (earlier known as M/s Neelam Realty LLP) to develop the said Land.

**B. STEPS**

We have undertaken the following steps whilst investigating the title of AIPL in relation to the said Land:

1. Perused photocopies of the deeds, documents and writings as set out in **Annexure A** hereto. Apart from the same, we have not examined any deeds, documents or writings pertaining to the said Land.
2. Examined the original title deeds and documents in respect of the said Land provided to us by Rexon, a list whereof is annexed as **Annexure B** hereto.
3. Caused searches to be undertaken at the offices of the Sub-Registrar of

Assurances at Mumbai for a period of 60 years (i.e. from 1963 to 2022) and Bandra for a period of 39 years (i.e. from 1963 to 2001) and online Index-II searches with respect to the said Land. In this regard, we have relied upon the Search Report dated 17<sup>th</sup> August 2022 issued by Mr. Ashish Javeri. We have also caused searches with the office of the Sub-Registrar of Assurances at Borivali 1 to 11 for a period of 2 years (i.e. from 2022 to 2023) and in this regard, we have relied upon the Search Report dated 31<sup>st</sup> May 2023 issued by Mr. Ashish Javeri.

4. Examined the Property Register Cards dated 8<sup>th</sup> March 2019 (downloaded on 8<sup>th</sup> February 2023), 22<sup>nd</sup> March 2019 (downloaded on 8<sup>th</sup> February 2023), 28<sup>th</sup> March 2019 (downloaded on 8<sup>th</sup> February 2023), with respect to the said Land.
5. Caused online searches through corpository for records of M/s. Rexon Developers LLP and AIPL.
6. Issued Public Notices dated 11<sup>th</sup> January 2023 in The Free Press Journal (English), Nav Shakti (Marathi) and Gujarat Samachar (Gujarati) inviting claims and/or objections with respect to the right of Rexon to undertake re-development of the said Land. No objections to the aforesaid public notices were received by us.
7. We have raised general and specific requisitions on title of the said Land, on Rexon, which have been answered from time to time.
8. With respect to the facts which cannot be ascertained from examination of public records, we have relied upon the Declaration dated 06<sup>th</sup> June 2023 executed by Rexon.

#### C. DISCLAIMERS

In connection with this Report, it may be noted that:

1. We have conducted a title investigation of the said Land. It is expressly clarified that this Report is restricted only to ascertain the development right, title and interest of AIPL to the said Land and does not address any other issue. We have not investigated nor opined on the development potential of the said Land.



2. For this Certificate we have through our search clerk, Mr. Ashish Javeri conducted searches at the relevant offices of the Sub-Registrar of Assurances at Mumbai City. Searches at the offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.
3. The accuracy of the Report necessarily depends on the documents furnished to us and the information provided to us, being true, complete, and accurate and which we have assumed to be the case.
4. This Report on Title is prepared solely for the use of AIPL.

D. CHAIN OF TITLE

On perusal of the deeds, documents, and writings, as enlisted in Annexure A and Annexure B hereto, the following emerges:

1. By and under an Indenture of Lease dated 23<sup>rd</sup> October 1972 ("Lease Deed"), executed between (i) Jagannath Vasantrao Pathare (ii) Champubai Vasantrao Pathare (iii) Shaila Jagannath Pathare (iv) Arun Jagannath Pathare (v) Anil Jagannath Pathare, (vi) Suresh Vasantrao Pathare (vii) Supriya Suresh Pathare (viii) Subhada Suresh Pathare alias Vaidehi (ix) Ramesh Vasantrao Pathare (x) Ratan Vasantrao Pathare of the First Part (therein and herein referred to as "**the First Lessors**") and (i) Bhagwantrao Ganpatrao Pathare (ii) Kusum Bhagwant Pathare (iii) Kishori Bhagwantrao Pathare and (iv) Prafulla Bhagwantrao Pathare of the Second Part (therein and herein referred to as "**the Second Lessors**") and (i) Pandurang Ganpatrao Pathare (ii) Vimal Pandurang Pathare (iii) Sunil Pandurang Pathare (iv) Suren Pandurang Pathare and (v) Rajani Pandurang Pathare of the Third Part (therein and herein referred to as "**the Third Lessors**") and (i) Prabhakar Ganpatrao Pathare (ii) Manjula Prabhakar Pathare (iii) Rajan Prabhakar Pathare and (iv) Seena Prabhakar Pathare of the Fourth Part (therein and herein referred to as "**the Fourth Lessors**") (the First Lessors, Second Lessors, Third Lessors, Fourth Lessors therein collectively referred as "**the Lessors**" of the First Part), G. S. Adiseshan of the Second Part (therein referred to as "**the Confirming Party**") and the Jai Rameshwar Co-operative Housing



Society ("Society") of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under Serial no. 6223 of 1972, the Lessors, at the request of G.S Adiseshan, demised unto the Society, the said Land together with structures standing thereon and thereafter erected, for a term of 98 (ninety eight) years commencing from 1<sup>st</sup> March 1972 for a monthly rent and on the terms and conditions as set out therein.

2. The Lease Deed records that vide an Agreement for Lease dated 1<sup>st</sup> March 1972 executed between the Lessors and G. S. Adiseshan, the Lessors had agreed to grant lease of the said Land to G.S Adiseshan, for a monthly rent and on the terms and conditions mentioned therein. Hence, G. S. Adiseshan was made a confirming party to the Lease Deed for grant of lease of the said Land in favour of the Society. The Lease Deed also records that G.S Adiseshan constructed a building on the said Land comprising of 95 residential flats.
3. By and under a Development Agreement dated 18<sup>th</sup> June 2016 executed between the Society of the One Part and Neelam Realty LLP (now known as Rexon Developers LLP) of the Other Part, the Society granted development rights to Neelam Realty LLP for the said Land, in the manner and on the terms and conditions as stated therein ("Development Agreement").
4. By and under a Power of Attorney dated 18<sup>th</sup> June 2016 executed by the said Society and registered with the Sub-Registered with the Sub-Registrar of Assurances under serial no. 4/4520/2017, the Society appointed Neelam Realty LLP (now known as Rexon Developers LLP) and its two partners, as its true and lawful attorney to undertake such acts, deeds, matters and things in respect of the said Land, in the manner as stated therein.
5. By and under a Supplemental Agreement dated 31<sup>st</sup> March 2017 executed between the Society and Neelam Realty LLP (now known as Rexon Developers LLP) and registered with the sub-assurances under Serial no. BRL/4/4519 of 2017, the Society and Neelam Realty LLP (now known as Rexon Developers LLP) modified certain terms and conditions of the Development Agreement and the Parties confirmed the Development Agreement had been adjudicated and duly stamped and annexed the same for the purpose of registration ("First Supplemental Agreement").

6. By and under a Second Supplemental Agreement dated 3<sup>rd</sup> March 2023 executed between the Society and Rexon Developers LLP and registered with the Sub-Assurances under Serial no. 6/4535 of 2023, the Society and Rexon Developers LLP has confirmed that AIPL along with Rexon shall jointly develop the said Land and also further modified certain terms of the Development Agreement and the Supplemental Agreement, in the manner, as stated therein ("Second Supplemental Agreement"). The Development Agreement, the First Supplemental Agreement and the Second Supplemental Agreement shall collectively be referred to as "the said Development Agreements".
7. (i) Suresh Vasantrao Pathare (ii) Arun Jagannath Pathare (iii) Anil Jagannath Pathare (iv) Nirmala Vasantrao Pathare, (v) Priya Prakash Devare Nee Kishori Bhagwantrao Pathare (vi) Smita Sunil Pansare Nee Prafulla Bhagwantrao Pathare (vii) Sunil Pandurang Pathare (viii) Suren Pandurang Pathare and (ix) Rajani Pandurang Pathare Nee Dipali Dilip Mujmudar (x) Prabhakar Ganpatrao Pathare have vide letters dated 13<sup>th</sup> October, 2016, 18<sup>th</sup> February, 2016, 17<sup>th</sup> October, 2016, 17<sup>th</sup> October, 2016 granted their consent to the proposed redevelopment of the said Land by Rexon or their nominees.
8. Few of the aforesaid lessors i.e. Sunil Pandurang Pathare, Suren Pandurang Pathare, Rajani Pandurang Pathare Nee Dipali Dilip Mujmudar, Prabhakar Ganpatrao Pathare have also covenanted with the Society and Rexon that out of said Land, land bearing CTS No. 1385B admeasures 899.10 square meters is earmarked as recreation ground and out of which, the Society is entitled to area admeasuring 762.10 square meters and one, Shri Siddharameshwar Trust is entitled to the remaining 137.10 square meters. It is agreed that the aforesaid RG area as it exists or if rearranged due to planning requirement, shall always be kept open and any beautification be carried out on the three sides and that the Trust and its devotees will be entitled to use the RG area during their function and will also be entitled to park two cars during the function.
9. By and under a Joint Development Agreement dated 29<sup>th</sup> March 2023 executed between Rexon and AIPL and registered with the Sub-Registrar of Assurances under serial no. 6/6289 of 2023, Rexon granted development rights to AIPL to develop the said Land and to jointly develop the said Land with Rexon, for the consideration and on the terms and conditions as stated therein ("the said JDA").
10. By and under a Power of Attorney dated 29<sup>th</sup> March 2023 and registered with the

Sub-Registrar of Assurances under Serial no. 6/6300 of 2023, the Society has nominated and constituted Rexon and AIPL, jointly and severally, to act as its constituted attorney, to do such acts, deeds, matters and things with respect to re-development of the said Land, as stated therein.

11. By and under a Power of Attorney dated 29<sup>th</sup> March 2023 and registered with the sub-registrar of assurances at Borivali under Serial no. 6/6294 of 2023, Rexon has nominated and constituted AIPL as its constituted attorney, to do such acts, deeds, matters and things with respect to re-development of the said Land, as stated therein.
12. By and under a Deed of Conveyance of Reversionary Rights dated 26<sup>th</sup> April, 2023 executed between Amita Amol Navalkar Nee Bhakti Sunil Pansare, Sagar Sunil Pansare (therein referred to as "the Landowners"), the said Society (therein referred to as "the Purchaser") and Rexon (therein referred to as "the Developers") and registered with the sub-registrar of assurances under serial no. 6-8595 of 2023, the Landowners granted, assigned and sold their 12.5% undivided reversionary right, title and interest in the said Land together with structures thereon to the said Society, for the consideration and in the manner as stated therein.

#### **E. RERA REGISTRATION**

The development of the said Land was registered with the Maharashtra Real Estate Regulatory Authority ("Maha RERA") under the provisions of the Real Estate (Regulation and Development) Act, 2016 as "Rexon Aura" by Rexon with the Society as a joint Promoter bearing project registration number: P51800034503 dated 11<sup>th</sup> April 2022. However, pursuant to AIPL being granted development rights to the said Land along with Rexon, this registration of the project will have to be revised.

#### **F. APPROVALS**

The following approvals have been obtained by Rexon for development of the said Land:

1. By Intimation of Disapproval dated 26<sup>th</sup> November, 2020 read with amended plan approval letter dated 26<sup>th</sup> March 2021, MCGM sanctioned Neelam Realty LLP (now known as Rexon) to undertake construction on the said Land.



2. MCGM has granted commencement certificate dated 12<sup>th</sup> April 2021 to Neelam Realty LLP (now known as Rexon) for work up to top of Plinth level as per zero FSI, which was valid up to 11<sup>th</sup> April 2022.
3. SRA has vide letter of intent dated 11<sup>th</sup> April 2022 issued to Rexon, granted in principle approval to the clubbing of scheme of development of the said Land with a slum rehabilitation scheme under 33(10) on plot bearing CTS No. 2841 (pt) of Village Malvani, Cross Road, Marve, Malad (West), Mumbai, on the terms as stated therein.
4. SRA has vide Intimation of Approval dated 22<sup>nd</sup> September 2022, permitted Rexon to undertake construction work, in accordance with the terms and conditions mentioned therein.
5. The Airport Authority of India has granted its no-objection certificate on 27<sup>th</sup> December 2022 to Rexon, for height clearance for permissible top elevation AMSL of 169.47 M (restricted), on the terms as stated therein.
6. The Ministry of Environment, Forest and Climate Change has issued environmental clearance to Rexon, for development of the said Land on 23<sup>rd</sup> February 2023, on the terms as stated therein.

#### **G. D.P REMARKS**

The Development Plan Remarks dated 5<sup>th</sup> March 2020 bearing no. Ch.E/DP34202003111268261 issued by the MCGM in respect of the larger land bearing CTS Nos. 918, 1383, 1385A, 1385B and 1385C of Village Malad (West) inter alia, records that the land falls under the residential zone (R) and is not affected by any reservations

#### **H. REVENUE RECORDS**

##### **PROPERTY CARD**

1. The property register card for CTS No. 1383 of Village Malad South reflects that it admeasures 125.00 square meters and reflects names of Shri. Shamrao Ganpatrao Pathare, Shri. Pandurang Ganpatrao Pathare, Shri. Vinayak Ganpatrao



Pathare, Shri. Bhagwant Ganpatrao Pathare, Shri. Prabhakar Ganpatrao Pathare, Shri. Jagannath Vasantrao Pathare, Shri. Suresh Vasantrao Pathare, Shri. Ramesh Vasantrao Pathare, Smt. Champubai Vasantrao Pathare as the holders thereof. It also reflects that lease of land has been granted for 98 years from 1.3.1972 to the Society, as the lessee;

2. The property register card for CTS No. 1385A of Village Malad South reflects that it admeasures 3337.70 square meters and reflects names of Shri. Shamrao Ganpatrao Pathare, Shri. Pandurang Ganpatrao Pathare, Shri. Vinayak Ganpatrao Pathare, Shri. Bhagwant Ganpatrao Pathare, Shri. Prabhakar Ganpatrao Pathare, Shri. Jagannath Vasantrao Pathare, Shri. Suresh Vasantrao Pathare, Shri. Ramesh Vasantrao Pathare, Smt. Champubai Vasantrao Pathare as the holders thereof. It also reflects that lease of land has been granted for 98 years from 1.3.1972 to the Society, as the lessee;

3. The property register card for CTS No. 1385B of Village Malad South reflects that it admeasures 899.10 square meters and reflects names of Shri. Shamrao Ganpatrao Pathare, Shri. Pandurang Ganpatrao Pathare, Shri. Vinayak Ganpatrao Pathare, Shri. Bhagwant Ganpatrao Pathare, Shri. Prabhakar Ganpatrao Pathare, Shri. Jagannath Vasantrao Pathare, Shri. Suresh Vasantrao Pathare, Shri. Ramesh Vasantrao Pathare, Smt. Champubai Vasantrao Pathare as the holders thereof. It also reflects that lease of land has been granted for 98 years from 1.3.1972 to the Society, as the lessee;

4. The property register card for CTS No. 918A of Village Pahadi Goregaon West reflects that it admeasures 710.20 square meters and reflects names of Shri. Shamrao Ganpatrao Pathare, Shri. Pandurang Ganpatrao Pathare, Shri. Vinayak Ganpatrao Pathare, Shri. Bhagwant Ganpatrao Pathare, Shri. Prabhakar Ganpatrao Pathare, Shri. Jagannath Vasantrao Pathare, Shri. Suresh Vasantrao Pathare, Shri. Ramesh Vasantrao Pathare, Smt. Champubai Vasantrao Pathare as the holders thereof. It also reflects that lease of land has been granted for 98 years from 1.3.1972 to the Society, as the lessee.

5. The area of CTS Nos. 1383, 1385A, 1385B, 918A aggregates to 5072 square meters. The property register cards need to be updated to reflect the names of the present owners of the said Land, as we have been informed by Rexon that Shri. Pandurang Ganpatrao Pathare, Bhagwant Ganpatrao Pathare, Shri. Prabhakar

Ganpatrao Pathare, Shri. Jagannath Vasantrao Pathare, Shri. Ramesh Vasantrao Pathare, Smt. Champubai Vasantrao Pathare have expired and Shri. Shamrao Ganpatrao Pathare, Shri. Vinayak Ganpatrao Pathare do not have any interest in the said Land.

**I. SEARCH AT REGISTRAR OF ASSURANCES**

We have caused to undertake searches at the offices of the Sub-Registrar of Assurances at Mumbai for a period of 60 years (i.e. from 1963 to 2022) and Bandra for a period of 39 years (i.e. from 1963 to 2001) and online Index-II searches as per the available records of Borivali-I to 11 for a period of 21 years (i.e. from 2002 to 2022) with respect to the said Land. We have also caused searches with the office of the Sub-Registrar of Assurances at Borivali 1 to 11 for a period of 2 years (i.e. from 2022 to 2023) and in this regard, we have relied upon the Search Report dated 31<sup>st</sup> May 2023 issued by Mr. Ashish Javeri. As per the Search Reports dated 17<sup>th</sup> August 2022 and 31<sup>st</sup> May 2023, issued by the search clerk Mr. Ashish Javeri, the list of documents registered with the office of the sub-registrar of assurances is annexed hereto and marked as **Annexure C**. The documents reflected in the Search Report are covered in this Title Report, save and except (i) affidavits dated 1<sup>st</sup> April, 2021, 9<sup>th</sup> April, 2021 and 18<sup>th</sup> April 2023 affirmed by Rexon, submitted to MCGM, for fulfilment of compliances for obtainment of approvals for development of the said Land and (ii) Indemnity Bond dated 17<sup>th</sup> May 2023 by Rexon submitted to MCGM, indemnifying MCGM and its officers of any legal disputes arising out of transfer of file from MCGM to SRA and also for transfer of the file from MCGM to SRA for the said Land.

**J. SITE STATUS**

1. As per the various approvals issued for the development of the said Land, upon physical survey of the said Land being carried out, area of the said Land is 5072 square meters and hence, FSI has been claimed on basis of 5072 square meters. The secretary of the Society has filed an affidavit dated 28<sup>th</sup> October, 2015 with the SRA stating that the area of the said Land is 5072 square meters on basis of survey carried out by a licensed surveyor and that FSI is claimed on basis of the aforesaid area.
2. We have been informed by Rexon that quiet, vacant and peaceful possession of the said Building has been handed over by the Society and its members and the said Building has been demolished. Rexon has completed construction of the new building upto plinth level.



3. Rexon is in possession of the said Land to fulfil its roles and obligations as per the said JDA. Anaya will also have access to the said Land to perform its obligations.

**K. SEARCHES THROUGH CORPOSITORY:**

1. We have conducted an online search through corpository for Rexon (as on 23<sup>rd</sup> May 2023) and no charges are reflected as having been created by Rexon in respect of the said Land.
2. The name of 'Neelam Realty LLP' was changed to 'Rexon Developers LLP' on 31st May 2021 and necessary filings were undertaken with the Registrar of Firms in this regard.
3. We have conducted an online search through corpository for AIPL (as on 05<sup>th</sup> April 2023) and no charges are reflected as having been created by AIPL in respect of the said Land.

**L. MORTGAGE**

We have been informed by Rexon that there is no existing mortgage on the said Land.

**M. PROPERTY TAXES**

We have been furnished with the property tax bills and receipts with respect to the said Land up to 30<sup>th</sup> September 2021 and not thereafter.

**N. LITIGATION:**

Rexon and Anaya have informed us there are no litigations initiated, pending or threatened on the said Land.

**O. CONCLUSION**

In view of the aforesaid, we are of the view that AIPL along with Rexon have a clear and marketable title to develop the said Land in accordance with the terms of the said JDA and the said Development Agreements, and subject to what is stated hereinabove.



**THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO**  
**(Description of the said Land)**

All that piece and parcel of land bearing portion of Survey No. 408 and C.T.S. No. 1383, 1385A, 1385B of Village Malad South and C.T.S No. 918A of Village Pahadi Goregaon West and totally admeasuring approximately 5653.98 sq. mtrs (as per the title documents) and 5072 square meters (as per physical survey) in the registration sub-district Bombay Suburban and bounded as follows:

On the East: by Swami Vivekanand Road

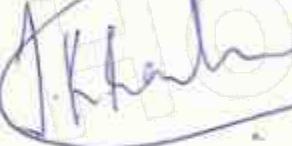
On the West: by a property belonging to Krishnarao Ramchandra Pathare and his branch of the Family including the other moiety of the well

On the North: by a property partly belonging to Laxmising Uditising and partly by the Owners herein and partly by tank

On the South: by a property belonging to Krishnarao Ramchandra Pathare and his branch of the family.

DATED THE 7<sup>TH</sup> DAY OF JUNE, 2023

For M/s Wadia Ghandy & Co.



Partner

Annexure A

(Copies of the deeds, documents and writings perused for the Title Report)

1. Indenture of Lease dated 23<sup>rd</sup> October 1972 executed between the Lessors of the First Part, G. S. Adiseshan of the Second Part and the Society of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under Serial no. 6223 of 1972.
2. Development Agreement dated 18th June 2016 executed between the Society of the One Part and Neelam (now known as Rexon Developers LLP) of the Other Part.
3. Registered Power of Attorney dated 18<sup>th</sup> June 2016, executed by the Society in favour of Neelam (now known as Rexon Developers LLP)
4. Supplemental Agreement dated 31<sup>st</sup> March 2017 executed between the Society and Neelam (now known as Rexon Developers LLP) and registered with the sub-assurances under Serial no. BRL/4/4519 of 2017.
5. Second Supplemental Agreement dated 15<sup>th</sup> February 2019 executed between the Society and Neelam (now known as Rexon Developers LLP).
6. Second Supplemental Agreement dated 3<sup>rd</sup> March 2023 executed between the Society and Neelam (now known as Rexon Developers LLP) and registered with the sub-assurances under Serial no. 4535 of 2023.
7. Letter dated 29<sup>th</sup> March, 2023 executed between the Society and Rexon.
8. Joint Development Agreement dated 29<sup>th</sup> March 2023 executed between Rexon and AIPL and registered with the sub-registrar of assurances under serial no. 6294 of 2023.
9. Power of Attorney dated 29<sup>th</sup> March 2023 executed by the Society in favour of Rexon and AIPL and registered with the sub-registrar of assurances at Borivali under Serial no. 6300 of 2023.
10. Power of Attorney dated 29<sup>th</sup> March 2023 executed by Rexon in favour of AIPL and registered with the sub-registrar of assurances at Borivali under Serial no. 6294 of 2023.



11. Memorandum of Understanding dated 13<sup>th</sup> October 2016 executed between (i) Suresh Vasantrao Pathare (ii) Arun Jagannath Pathare (iii) Anil Jagannath Pathare and (iv) Nirmala Vasantrao Pathare (therein referred to as the 25% Lessors) the One Part, the Society / Lessee of the Second Part and Neelam Realty LLP (now known as Rexon Developers LLP) (therein referred to as Developers) of the Third Part.
12. Memorandum of Understanding dated 18<sup>th</sup> February 2016 executed between Priya Prakash Devare Nee Kishori Bhagwantrao Pathare (therein referred to as the Vendor) of the One Part, the Society of the Second Part and Neelam (now known as Rexon Developers LLP) (therein referred to as Developers) of the Third Part.
13. Memorandum of Understanding dated 18<sup>th</sup> February 2016 executed between Smita Sunil Pansare Nee Prafulla Bhagwantrao Pathare (therein referred to as the Vendor) of the One Part, the Society of the Second Part and Neelam (now known as Rexon Developers LLP) (therein referred to as Developers) of the Third Part.
14. Memorandum of Understanding dated 17<sup>th</sup> October 2016 executed between (i) Sunil Pandurang Pathare (ii) Suren Pandurang Pathare and (iii) Rajani Pandurang Pathare Nee Dipali Dilip Mujmudar (therein referred to as the 25% Lessors) of the One Part, the Society / Lessee of the Second Part and Neelam (now known as Rexon Developers LLP) (therein referred to as Developer) of the Third Part.
15. Memorandum of Understanding dated 17<sup>th</sup> October 2016 executed between Prabhakar Ganpatrao Pathare (therein referred to as the 25% Lessor) of the One Part, the Society / Lessee of the Second Part and Neelam (now known as Rexon Developers LLP) (therein referred to as Developers) of the Third Part and (i) Manjula Prabhakar Pathare (ii) Rajan Prabhakar Pathare and (iii) Seena Prabhakar Pathare Nee Seena Sudhanshu Naik (therein referred to as the Confirming Parties).
16. Letter dated 15<sup>th</sup> July 2014 addressed by the Assistant Registrar.
17. Minutes of the Special General Meeting dated 13<sup>th</sup> July 2014 of the Society.
18. Minutes of the adjourned Special General Body Meeting dated 27<sup>th</sup> March 2016 of the Society.

19. Minutes of the Extraordinary Special General Body Meeting dated 14<sup>th</sup> October 2018 of the Society.
20. Minutes of the Extraordinary Special General Body Meeting dated 3<sup>rd</sup> February 2019 of the Society.
21. Agenda of the Special General Body Meeting to be held on 2<sup>nd</sup> October 2022 of the Society.
22. Minutes of the Special General Body Meeting dated 2<sup>nd</sup> October 2022 of the Society.
23. Letter dated 18<sup>th</sup> February 2016 by Kishori Pathare and Prafulla Pathare to the Society and Rexon.
24. Letter dated 13<sup>th</sup> October 2016 by (i) Suresh Pathare (ii) Arun Pathare (iii) Anil Pathare (iv) Nirmala Mantri Nee Nirmala Vasantrao Pathare to the Society and Rexon
25. Letter dated 17<sup>th</sup> October 2016 by (i) Sunil Pathare (ii) Suren Pathare and (iii) Rajani Pathare Nee Dipali Dilip Majmudar to the Society and Rexon
26. Letter dated 17<sup>th</sup> October 2016 by Prabhakar Pathare to the Society and Rexon
27. Intimation of Disapproval dated 26<sup>th</sup> November, 2020.
28. Amended plan approval letter dated 26<sup>th</sup> March 2021 bearing no. CHE/WSII/0980/P/S/337(NEW)/337/3/AMEND by MCGM.
29. Commencement Certificate dated 12<sup>th</sup> April 2021 bearing no. CHE/WSII/0980/P/S/337(NEW)/CC/1/New by MCGM.
30. Letter of Intent dated 11<sup>th</sup> April 2022 bearing no. P-S/PVT/0088/20210728 by SRA.
31. Intimation of Approval dated 22<sup>nd</sup> September 2022 bearing no. PS/PVT/0088/20210728/AP/S by SRA.
32. No-objection certificate for height clearance dated 27<sup>th</sup> December 2022 bearing no. JUHU/WEST/B/121422/731391 issued by the Airport Authority of India.

33. Environmental clearance dated 23<sup>rd</sup> February 2023 was issued by Ministry of Environment, Forest and Climate Change.
34. Development Plan Remarks dated 5<sup>th</sup> March 2020 bearing no. Ch.E/DP34202003111268261 issued by the Municipal Corporation of Greater Mumbai.
35. Property Register Cards for C.T.S Nos. 918A, 1385A, 1383, 1385B.
36. 7/12 extract for survey no. 47/1 dated 01.10.2022
37. 7/12 extract for survey no. 408/2/1 dated 10.02.2023
38. Mutation entries in respect of survey no. 47/1.
39. Mutation entry in respect of survey no. 408/2/1
40. Kami Jasti Patrak for Survey No. 47/1
41. Kami Jasti Patrak for Survey no. 411/1/part
42. Kami Jasti Patrak for Survey no. 408/2/1
43. Documents reflected in the Search report dated 17<sup>th</sup> August 2022 and 31<sup>st</sup> May 2023, issued by the search clerk Mr. Ashish Javeri.
44. Corpository report for Rexon Developers LLP.
45. Corpository report for AIPL.
46. Fresh Certificate of Incorporation consequent upon change of name from Neelam Realty LLP to Rexon Developers LLP.
47. Property tax bills and receipts with respect to the said Land up to the year 2021.
48. Death Certificate of Vasantrao Ganpatrao dated 6<sup>th</sup> August 1959.



49. Death Certificate of Jagannath Vasantrao Pathare dated 30<sup>th</sup> September 1986.
50. Death Certificate of Champubai Pathare dated 8<sup>th</sup> October 1997.
51. Death Certificate of Shaila Jagannath Pathare dated 10<sup>th</sup> September 2010.
52. Death Certificate of Arun Jagannath Pathare dated 5<sup>th</sup> May 2019.
53. Death Certificate of Anil Jagannath Pathare dated 6<sup>th</sup> October 2018.
54. Death Certificate of Subhada Suresh Pathare dated 24<sup>th</sup> April 2017.
55. Death Certificate of Ratan Vasantrao Pathare dated 4<sup>th</sup> October 1980.
56. Missing complaint of Ramesh Vasantrao Pathare.
57. Death Certificate of Bhagwantrao Pathare dated 28<sup>th</sup> May 1990.
58. Death Certificate of Kusum Bhagwantrao Pathare dated 26<sup>th</sup> December 1988.
59. Death Certificate of Prafulla Bhagwantrao Pathare dated 22<sup>nd</sup> November 2022.
60. Death Certificate of Pandurang Ganpatrao Pathare dated 3<sup>rd</sup> November 1987.
61. Death Certificate of Vimal Pandurang Pathare dated 17<sup>th</sup> June 1993.
62. Death Certificate of Rajani Pandurang Pathare dated 12<sup>th</sup> July 2018.
63. Death Certificate of Prabhakar Ganpatrao Pathare dated 20<sup>th</sup> December 2021.
64. Title Reports dated 7<sup>th</sup> November 2016 and 26<sup>th</sup> June 2019 issued by Kanga and Co.
65. Letter dated 1<sup>st</sup> December 2020 addressed by Rexon to the Society.
66. Letter dated 1<sup>st</sup> January 2021 addressed by the Society to Rexon.
67. Escrow letter dated 7<sup>th</sup> January 2021 executed by Society and Rexon to Kanga & Co.

68. Letter dated 24<sup>th</sup> March 2022 addressed by Society to Rexon.
69. Letter dated 26<sup>th</sup> March 2022 addressed by Rexon to Society.
70. Letter by MCGM (Tree Authority) to Society dated 18<sup>th</sup> August 2019.
71. Registered Undertaking dated 9<sup>th</sup> April 2021 by Rexon to MCGM and registered with the sub-registrar of assurances under serial no. BRL-8/4668 of 2021 at Borivali.
72. Registered Undertaking dated 1<sup>st</sup> April 2021 by Rexon to MCGM and registered with the sub-registrar of assurances under serial no. BRL-8/4363 of 2021 at Borivali.
73. Undertaking dated 18<sup>th</sup> April 2023 by Rexon and registered with the sub-registrar of assurances under serial no. BRL-1/5767/2023 at Borivali.
74. Deed of Conveyance of Reversionary Rights dated 26<sup>th</sup> April, 2023 executed between Amita Amol Navalkar Nee Bhakti Sunil Pansare, Sagar Sunil Pansare, the said Society, and Rexon and registered with the sub-registrar of assurances under serial no. 6-8595 of 2023.
75. Indemnity Bond dated 17<sup>th</sup> May 2023 by Rexon and registered with the sub-registrar of assurances under serial no. BRL-6/9946/2023 at Borivali.

A handwritten signature in blue ink, appearing to read "Rexon".

Annexure B**(List of original title deeds perused for the Title Report)**

1. Development Agreement dated 18<sup>th</sup> June 2016 executed between the Society of the One Part and Neelam (now known as Rexon Developers LLP) of the Other Part.
2. Supplemental Agreement dated 31<sup>st</sup> March 2017 executed between the Society and Neelam (now known as Rexon Developers LLP) and registered with the sub-assurances under Serial no. BRL/4/4519 of 2017.
3. Second Supplemental Agreement dated 15<sup>th</sup> February 2019 executed between the Society and Neelam (now known as Rexon Developers LLP).
4. Second Supplemental Agreement dated 3<sup>rd</sup> March 2023 executed between the Society and Neelam (now known as Rexon Developers LLP) and registered with the sub-assurances under Serial no. 4535 of 2023.
5. Joint Development Agreement dated 29<sup>th</sup> March 2023 executed between Rexon and AIPL and registered with the sub-registrar of assurances under serial no. 6294 of 2023.
6. Power of Attorney dated 29<sup>th</sup> March 2023 executed by the Society in favour of Rexon and AIPL and registered with the sub-registrar of assurances at Borivali under Serial no. 6300 of 2023.
7. Power of Attorney dated 29<sup>th</sup> March 2023 executed by Rexon in favour of AIPL and registered with the sub-registrar of assurances at Borivali under Serial no. 6294 of 2023.



Annexure C

## (Documents reflecting in the Search Report)

1. Indenture of Lease dated 23<sup>rd</sup> October 1972 executed between the Lessors of the First Part, G. S. Adiseshan of the Second Part and the Society of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under Serial no. 6223 of 1972.
2. Registered Undertaking dated 9<sup>th</sup> April 2021 by Rexon to MCGM and registered with the sub-registrar of assurances under serial no. 4668 of 2021 at Borivali.
3. Registered Undertaking dated 1<sup>st</sup> April 2021 by Rexon to MCGM and registered with the sub-registrar of assurances under serial no. 4363 of 2021 at Borivali.
4. Undertaking dated 18<sup>th</sup> April 2023 by Rexon and registered with the sub-registrar of assurances under serial no. BRL-1/5767/2023 at Borivali.
5. Deed of Conveyance of Reversionary Rights dated 26<sup>th</sup> April, 2023 executed between Amita Amol Navalkar Nee Bhakti Sunil Pansare, Sagar Sunil Pansare, the said Society, and Rexon and registered with the sub-registrar of assurances under serial no. 6-8595 of 2023.
6. Indemnity Bond dated 17<sup>th</sup> May 2023 by Rexon and registered with the sub-registrar of assurances under serial no. BRL-6/9946/2023 at Borivali.

