



RAJESH S. SHARMA & ASSOCIATES

ADVOCATES & SOLICITOR'S

ENGLAND & WALES

To,

My Home Foundation Group,
a proprietary concern of SHRI SUNIL MANOHARLAL PURI,
Having office at 117,
Rajiv Gandhi Commercial Complex,
Charkop-Marve Link Road,
Near Atharva College, Charkop,
Kandivali (West), Mumbai,
Maharashtra 400067.

REPORT ON TITLE

Subject: Title clearance certificate with respect of piece and parcel of land or ground bearing C.T.S. No. 116 and 116/1 to 116/17 in all admeasuring 3221.70 sq. mtrs. area or thereabouts situate, lying and being at Village Mogra, Taluka Andheri in the registration District and Sub-District of Mumbai Suburban within assessment jurisdiction of K-East Ward of M.C.G.M. situated at Old Nagardas Road, Andheri (East), Mumbai 400 069.

We have investigated Title in respect of the captioned property on request of our client **M/s. My Home Foundation Group**, a proprietary concern of Shri Sunil Manoharlal Puri, having office at 117, Rajiv Gandhi Commercial Complex, Charkop-Marve Link Road, Near Atharva College, Charkop, Kandivali (West), Mumbai 400067.

1) Description of the said property is as follows:

All that piece and parcel of land or ground bearing C.T.S. No. 116 and 116/1 to 116/17 in all admeasuring 3221.70 sq. mtrs. area or thereabouts situate, lying and being at Village Mogra, Taluka Andheri in the registration District and Sub-District of Mumbai Suburban within assessment jurisdiction of K-East Ward of M.C.G.M. situated at Old Nagardas Road, Andheri (East), Mumbai 400 069 ("the said property").

2) The Documents provided to us of acquisition of the said property by M/s. My Home Foundation Group is as follows:

- a. Photocopy of Indenture of Lease dated 24th April 1965, duly registered as document No: BND/885 of 1965 at the office of the sub-registrar of assurances Bandra;
- b. Photocopy of Indenture dated 15th June 1965 duly registered as document No: BND/1283 of 1965 at the office of the sub-registrar of assurances Bandra;
- c. Photocopy of Indenture of Assignment dated 14th September, 1971 duly registered as document No: BOM / 4033 of 1971 at the office of the sub-registrar of assurances Mumbai.
- d. Photocopy of last will and Testament dated 23rd October, 1977 and Codicil dated 16th January 1979 made by Mr. Bhaidas Dharsibhai Bhuta;
- e. Photocopy of Deed of Conveyance dated 28th November, 1998, duly registered as document BDR-1/3611 of 1998 at the office of the sub-registrar of assurances at Andheri 1 MSD;
- f. Photocopy of Probate dated 06th August, 2005 granted under Petition No. 386 of 2005 by the Hon'ble High Court of Judicature at Mumbai;
- g. Photocopy of Gift deed dated 07th June, 2006 duly registered as document No. BDR-4/4300 of 2006 at the office of the sub-registrar of assurances at Andheri 2, MSD.
- h. Photocopy of documents pertaining to Suit No. 1299 of 2006 filed before the Hon'ble High Court of Judicature at Mumbai
- i. Photocopy of documents pertaining to Suit No. 1300 of 2006 filed before the Hon'ble High Court of Judicature at Mumbai
- j. Photocopy of Probate dated 25th November, 2010 granted under Petition No. 1014 of 2010 by the Hon'ble High Court of Judicature at Mumbai;
- k. Photocopy of Consent Terms dated 3rd August, 2011 filed in Suit No. 1299 of 2006 before Hon'ble High Court, Bombay and order dated 3rd August, 2011 passed therein by Hon'ble Shri Justice S. J. Kathawala in Suit No. 1299 of 2006.
- l. Photocopy of Plaintiff filed in S.C. Suit No.37 of 2017 filed before the Hon'ble City Civil Court, at Dindoshi, (Borivali Division).

- m. Photocopy of Deed of Transfer dated 23rd August, 2021 duly registered as document No. BDR-1/10515 of 2021 at the office of the sub-registrar of assurances at Andheri No. 1 MSD.
- n. Photocopy of documents pertaining to S.C. Suit No. 2099 of 2021 filed before the Hon'ble City Civil Court, at Dindoshi, (Borivali Division).
- o. Photocopy of Agreement for Development dated 21st June 2021 duly registered as document No. BDR-18/7551 of 2021 at the office of the sub-registrar of assurances at Andheri No. 7 MSD.
- p. Photocopy of Possession letter dated 31st July, 2022.
- q. Photocopy of documents pertaining to Civil Writ Petition (L) No. 21745 of 2022 filed before the Hon'ble High Court of Judicature at Mumbai
- r. Photocopy of Arbitral Award dated 24th September, 2022 passed by the Sole Arbitrator Ms. Aruna Savla, Advocate alongwith Consent Terms dated 24th September, 2022.
- s. Photocopy of Deed of Conveyance dated 17th January, 2023 duly registered as document BDR-15/915 of 2023 at the office of the sub-registrar of assurances at Andheri No. 4 MSD;
- t. Photocopy of Deed of Rectification dated 17th May, 2023 duly registered as document No. BDR/15/7674/2023 at the office of the sub-registrar of assurances at Andheri-4.
- u. Photocopy of Gift Deed dated 07th June, 2006 duly registered as document No. BDR-4/08447 of 2006 at the office of the sub-Registrar of assurances at Andheri 2 MSD
- v. Photocopy of Gift Deed dated 11th October, 2006 duly registered as document No. BDR-4/08446 of 2006 at the office of the sub-Registrar of assurances at Andheri 2 MSD
- w. Photocopy of Consent Terms dated 14.06.2023 alongwith its Annexures filed in S.C. Suit No.37 of 2017 and Order dated 14th June, 2023 passed by HHJ SHRI. T. T. AGLAWE presiding in Court Room No. 16 of Hon'ble City Civil Court, at Dindoshi, (Borivali Division).

Upon perusal of above mentioned documents relating to the title of the said property, it is observed that there are 2 suits are pending before the Hon'ble Court's which are as follows:

- i. S.C. Suit No. 2099 of 2021 in Hon'ble City Civil Court, at Dindoshi, (Borivali Division).
- ii. Civil Writ Petition (L) No. 21745 of 2022 filed before Hon'ble High Court, Bombay

However, there is no restraining order from Hon'ble Courts for developing the said property and there is no impediment in developing the said property. Hence, we are of the opinion that the title of M/s. My Home Foundation Group for development of the said property is clear, marketable and without reasonable encumbrances.

Disclaimers:

- 3) This Report and the opinions expressed herein are on the basis of the true copies of the certified copies produced before us and not having produced any Originals thereof, save and except the documents referred to in clause 2 (s) above, and based on our understanding of applicable law. The opinions and views expressed herein are limited solely to the above Plot of Land. Further, this Report:
 - a. Does not deal with, or comment on, any technical or regulatory matters concerning the Plot of Land, including in relation to any acquisition, requisition, reservations, land ceiling, etc., which your architect and technical personnel may separately advise you on;
 - b. Is prepared solely for your use. No other person may rely on it for any purpose, and it is not being made available or - copied in whole or in part to any other person;
 - c. Is necessarily based on the assumption that the copies of the documents, revenue records, searches, etc., produced to us and the information provided to us by the representatives are true, complete and accurate and that each document/paper has been signed /executed by persons purporting to sign /execute the same and such person has full authority and power to do so. We have, no responsibility on account of any misinformation, or incorrectness, if any, arising out of such documents or the information furnished to us.

- d. Save and except to the extent reflected in the documents and searches produced to us and perused by us and reported to that extent in the main section of this Report, this Report does not deal with issues arising from any demarcation and/or survey of the Land, boundaries, alignment, sub-division, consultation, if any, etc.
- e. The accuracy of this Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions, and which we have assumed to be correct. We therefore disclaim any responsibility for any misinformation or false or incorrect or incomplete information arising out of the documents, responses and other information furnished to us.
- f. The reader of this Report agrees that M/s. Rajesh S. Sharma & Associates, Advocates and Solicitor and its partners, associates, employees and agents neither owe, nor accept any duty, or responsibility to it, whether in contract or in tort (including without limitation, negligence and breach of statutory) and shall not be liable in respect of any loss, damage, or expense of whatsoever nature which is caused by any use the reader may choose to make of this Report, or which is otherwise consequent upon gaining access to this Report by the reader. Our cumulative liability, if any, including the liability, if any, of our firm, partners, associates, or the employees in connection with the preparation or issuance of, this Report, shall in all circumstances be limited to the net professional fees received by us in relation to the preparation of this Report.

The report reflecting the flow of the M/s. My Home Foundation Group of the said property is enclosed as Annexure herewith.

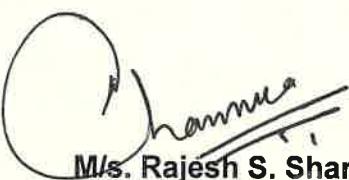
In the circumstances above and subject to what has been stated hereinabove, and subject to rights of the occupants and as there is no restraining order from Hon'ble Courts for developing the said property and there is no impediment in developing the said property and in the title of the said property, we are of the

opinion that subject to wherever stated herein before the title of the Owner M/s. **My Home Foundation Group**, a proprietary concern of Shri Sunil Manoharlal Puri, to the captioned property is clear and marketable, free from all encumbrances, beyond reasonable doubts.

THE SCHEDULE HEREINABOVE REFERRED TO

All that piece or parcel of open land bearing C.T.S. Nos. 116, 116/1, 116/2, 116/3, 116/4, 116/5, 116/6, 116/7, 116/8, 116/9, 116/10, 116/11, 116/12, 116/13, 116/14, 116/15, 116/16, 116/17 in all admeasuring 3221.70 sq. mtrs area or thereabouts situate, lying and being at Village Mogra taluka Andheri in the registration district and sub-district of Mumbai Suburban within assessment jurisdiction of K/East ward of M.C.G.M. situated at Old Nagardas Road, Andheri (East), Mumbai 400069 together with all and whatsoever rights stated hereinbefore.

Dated this 26 ^m day of SEPTEMBER, 2023


M/s. Rajesh S. Sharma & Associates
Advocates & Solicitors

ANNEXUREFLOW OF THE TITLE OF THE SAID PROPERTY

1. Originally, one Mr. Bhaidas Dharsibhai Bhuta, during his life time was seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land situated at Village Mogra, Andheri (East), Mumbai 400069 bearing Survey No.54 Hissa No.1. Survey No. 55 Hissa No. 8, Survey No.61 Hissa No. 3 of Village Mogra.
2. After Setback and various other deductions the aforesaid larger property was renumbered as C.T.S. Nos. 116, 116/1, 116/2, 116/3, 116/4, 116/5, 116/6, 116/7, 116/8, 116/9, 116/10, 116/11, 116/12, 116/13, 116/14, 116/15, 116/16, 116/17 in all admeasuring 3221.70 sq. mtrs. area or thereabouts (as per the Property Register Card) of Village Mogra, Taluka Andheri in the registration District and Sub-District of Mumbai Suburban within the assessment jurisdiction of the K-East ward of the M.C.G.M. situate, lying and being at Old Nagardas Road, Andheri (East), Mumbai 400069 and hereinafter referred to as the "Larger Plot".
3. By an Indenture of Lease dated 24th April 1965 made and executed between Mr. Bhaidas Dharshibhai Bhuta, therein referred to as the "Lessor" of the one part; and (1) Mr. Narandas Haridas, (2) Mr. Gopaldas Haridas, (3) Mr. Vinodrai Haridas, (4) Mr. Laxmidas Haridas, (5) Mr. Ranjitkumar Haridas & (6) Mr. Prafulchandra Haridas all carrying on business as partners of M/s. Jagdish Dying and Printing Works therein referred to as the "Lessee" of the other part, duly registered as document No. BND/885 of 1965 at the office of the sub-registrar of assurances at Bandra, the said late Mr. Bhaidas Dharsibhai Bhuta demised all that piece and Parcel of open land together with a built up structure 2 (two) kuccha sheds admeasuring about 1188 sq. yards equivalent to 993.21 sq. mtrs. area or thereabout at old Nagardas Road, Village Mogra, Andheri lying and being in the Sub-Registration District of Bandra Ward

No. K. 3157 (1) and K 3157 (2) and street no. and street no. 21-B and 21-F for a term of 50 (Fifty) years commencing from 1st April 1965 at the monthly lease rent of Rs. 550/- (Rupees Five Hundred Fifty only) the said lease has not been renewed and the said lease was expired on 31st March 2015 due to efflux of time, and the said 2(two) kuccha sheds admeasuring about 1188 sq. yds. about 993.21 sq. mtrs. area or thereabout are currently old and in dilapidated condition (the "Sheds").

4. By another Indenture dated 15th June, 1965 bearing registration no. BND/1283 of 1965 made and executed between the said late Mr. Bhaidas Dharsibhai Bhuta therein called as "the Settler" of the One Part and (a) Mr. Bhaidas Dharsibhai Bhuta (since deceased), being Settler, (b) Smt. Mulibai Bhaidas Bhuta (since deceased), (c) Chimanlal Jamnadas Bhuta (since deceased), (d) Damodardas Bhaidas Bhuta (since deceased), and (e) Vasantrai Bhaidas Bhuta (since deceased), therein called as "the Trustees" of the Other Part, the said Settler, late Mr. Bhaidas Dharsibhai Bhuta granted, conveyed, transferred and assigned all that piece or parcel of open plot of land together with a built up structure two Kutcha sheds admeasuring about 1188 sq. yards at old Nagardas Road, Village Mogra Andheri lying and being in the Sub-Registration District of Bandra Ward No. K.3157 (1) and K 3157(2) and street No. 21-B and 21-F unto and in favour of the Trustees of Bhaidas Dharsibha Bhuta Charitable Trust, a private Trust, on the terms and conditions mentioned therein and consequent thereto, the said Bhaidas Dharsibhai Bhuta Charitable Trust, became the owner of a portion admeasuring 1188 sq. yards area of thereabout forming the part of the larger Plot. The names of the trustees of the said Trust are recorded in the Property Register Card in respect of the Demised Land.
5. By an Indenture of Assignment dated 14th September, 1971 made and executed between Shri Narandas Haridas, Shri Gopaldas Haridas, Shri Vinodrai Haridas, Shri Laxmidas Haridas, Shri Ranjit Kumar Haridas and Shri Prafullchandra Haridas carrying on business in partnership under the name and style of Messers Jagdish Dyeing and Printing Works as

Assignors and Shri Kuldipsingh Dayasingh Ahuja as Assignee and Shri Bhaidas Dharsibhai Bhuta, Shri Chimnalal Jamnadas Seth, Shri Damodardas Bhaidas Bhuta and Shri Vasantrai Bhaidas Bhuta the Trustees of Shri Bhaidas Dharsibhai Bhuta Charitable Trust as confirming party duly registered bearing registration No. BOM / 4033 of 1971 at the office of the Sub registrar of Assurances Mumbai, the Assignor therein transferred / assigned their leasehold interest in the name of Assignee therein in respect of the leasehold property admeasuring 1188 sq. yards which was reduced to 925 sq. yards equivalent to 773.34 sq. mtrs. at old Nagardas Road, Village Mogra Andheri lying and being in the Sub-Registration District of Bandra Ward No. K.3157 (1) and K 3157(2) and street No. 21-B and 21-F for the remaining period for monthly rent of Rs. 475/- which was also reduced from Rs. 550/- upon such terms and conditions as mentioned therein. Though the portion admeasuring 773.34 sq. mtrs. area or thereabout of the said larger Plot is granted, conveyed, transferred and assigned unto and in favour of Shri Bhaidas Dharsibhai Bhuta Charitable Trust, the said Plot is not yet subdivided and no separate Property Register Card has been opened in respect thereof.

6. Different portion of open land of the Larger Plot were also let out by late Mr. Bhaidas Dharsibhai Bhuta to different occupants.
7. The said Mr. Bhaidas Dharsibhai Bhuta expired on 18th July, 1981 leaving behind him his two sons viz. (i) Damodardas Bhaidas Bhuta (since deceased) and (ii) Vasantrai Bhaidas Bhuta (since deceased) and two daughters viz. (i) Hansa Ratilal Modi (since deceased) and (ii) Bhanumati Seth (since deceased) as his only heirs and legal representatives by virtue of Hindu Law by which he was governed at the time of death.
8. The said late Mr. Bhaidas Dharsibhai Bhuta had left his last Will and Testament dated 23rd October, 1977 and Codicil dated 16th January, 1979 whereby he bequeathed all estate, movable and immovable,

possessed and owned by him at the time his death to the beneficiaries named therein. In the said Will the said Mr. Bhaidas Dharsibhai Bhuta appointed his sons Shri Damodardas Bhaidas Bhuta (since deceased) and Shri Vasantrai Bhaidas Bhuta (since deceased) to be executors and trustees of his said last Will and Codicil. Under the said Will, the said late Mr. Bhaidas Dharsibhai Bhuta bequeathed and devised his various properties, movable and immovable to his two sons and their respective families referred to in the said Will and 50% (fifty percent) of residue of his estate to his grandson Naresh Damodardas Bhuta and Ashok Damodardas Bhuta and their respective children and remaining 50% (fifty percent) of residue bequeathed to the Trust which was to be known as "Vasantrai Bhuta Family Trust", and to be constituted in accordance with the provisions contained in the said Will. However, the said "Vasantrai Bhuta Family Trust" was never constituted or formed by the executors / trustees named therein.;

9. On the demise of Mr. Bhaidas Dharsibhai Bhuta, his two sons late Shri Damodardas Bhaidas Bhuta and Shri Vasantrai Bhaidas Bhuta by virtue of their being executors and trustees became the legal representatives of the estate of late Mr. Bhaidas Dharsibhai Bhuta and administered the estate of late Bhaidas Dharsibhai Bhuta jointly. The Will left behind by late Bhaidas Dharsibhai Bhuta was not probated till co-executor and trustee late Shri Vasantrai Bhaidas Bhuta was alive.
10. Though the late Bhaidas Dharshibhai Bhuta vide his last Will and Testament dated 23rd October, 1977 and Codicil dated 16th January, 1979 devised and bequeathed the said entire larger Plot unto and in favour of the said Vasantrai Bhaidas Bhuta, the said devise and bequeath of the entire larger plot under law could not have been done as an area admeasuring 773.34 sq. mtrs. from the said larger plot was already granted, conveyed, transferred and settled by the said late Bhaidas Dharshibhai Bhuta unto and in favour of Shri Bhaidas Dharshibhai Bhuta Charitable Trust vide registered Indenture dated 15th June, 1965. In any event and under the premise, the Vasantrai Bhaidas

Bhuta (since deceased) acquired by way of devise and bequeath under the said last Will and Testament dated 23rd October, 1977 and Codicil dated 16th January, 1979 left behind by the said late Bhaidas Dharshibhai Bhuta, the said larger Plot admeasuring subject to the said leasehold rights.

11. By a Deed of Conveyance dated 28th November, 1998 made and executed between Mr. Vasantrai Bhaidas Bhuta, therein referred to as the Vendor of the one part, and one Mr. Girijashankar Ambikaprasad Pandey, therein referred to as the Purchaser of the other part, duly registered as document bearing no. BDR-1/3611 of 1998 at the office of the sub-registrar of assurances at Andheri 1 MSD, the said Mr. Vasantrai Bhaidas Bhuta sold, assigned, conveyed, transferred and assured unto the said Mr. Girijashankar Ambikaprasad Pandey, a portion of land admeasuring 253.16 sq. mtrs. area or thereabout pertaining to the said larger plot and pursuant thereto, the City Survey Office has effected Mutation Entry No. 549 with respect to portion of land admeasuring 253.16 sq. mtrs.
12. The said Vasantrai Bhaidas Bhuta died on 06th March, 2002 (his wife Manjulaben predeceased him on 02nd August 1983) leaving behind his son Dinesh Bhuta and grandson Shri Jas Dalal (who is the son of predeceased daughter Jayshree Pranav Dalal of late Vasantrai Bhuta, who died on 16th May, 2000);
13. The said Vasantrai Bhaidas Bhuta died testate at Mumbai leaving behind his last Will and Testament dated 25th October, 1994 whereby amongst other estate and property, he bequeathed and devised the said larger Plot unto and in favour of his son Mr. Dinesh Vasantrai Bhuta,
14. Dinesh Bhuta filed Testamentary Petition No. 386 of 2005 before Hon'ble High Court of Judicature at Mumbai in its Testamentary and Intestate Jurisdiction for grant of probate in respect of the last Will and Testament dated 25th October, 1994 left behind by his late father Mr. Vasantrai

Bhaidas Bhuta and in the said Petition, the Hon'ble High Court, Bombay granted Probate dated 06th August, 2005 in favour of Mr. Dinesh Vasantrai Bhuta.

15. The surviving executor and trustee late Damodardas Bhaidas Bhuta under last Will and Testament dated 23rd October, 1977 and Codicil dated 16th January, 1979 left behind by the said late Bhaidas Dharsibhai Bhaidas Bhuta filed Testamentry Petition No. 1014 of 2010 before Hon'ble High Court of Judicature at Mumbai in its Testamentary and Intestate Jurisdiction for grant of probate in respect of the said last Will and said Codicil left behind by late Shri Bhaidas Dharsibhai Bhuta. In the said Petition, the Hon'ble High Court Mumbai granted probate in favour of surviving executor and trustee late Shri Damodardas Bhaidas Bhuta on 25th November 2010 to administer the property and credits of late Mr. Bhaidas Dharsibhai Bhuta.

16. During the lifetime of late Shri Damodardas Bhaidas Bhuta his younger son Mr. Ashok Damodardas Bhuta, who is the grandson of late Mr. Bhaidas Dharsibhai Bhuta filed a partition suit, bearing Suit no. 1299 of 2006 before Hon'ble High Court of Judicature at Mumbai against late Damodardas Bhaidas Bhuta and Others seeking partition of the properties left behind by late Mr. Bhaidas Dharsibhai Bhuta and for administration of the estate of the said late Mr. Bhaidas Dharsibhai Bhuta as per the last will and Codicil left behind by late Mr. Bhaidas Dharsibhai Bhuta. The said Mr. Ashok Damodardas Bhuta also filled another suit, being Suit No. 1300 of 2006 before Hon'ble High Court of Judicature at Mumbai for administration of the estate left behind by Mulibai Bhuta, being the deceased wife of late Mr. Bhaidas Dharsibhai Bhuta as per the last Will and Testament dated 25th January 1969 left by said late Mulibai Bhuta;

17. Consequent to the grant of Probate dated 6th August, 2005 in respect of last Will and Testament dated 25th October, 1994 left behind by the late Mr. Vasantrai Bhaidas Bhuta, Dinesh Vasantrai Bhuta erroneously

assuming that he has become entitled to the said larger Plot subject to the leasehold rights and Dinesh Vasantrai Bhuta executed Deed of transfer dated 23rd August, 2021 bearing registration No. BDR-1/10515 of 2021 between Dinesh Vasantrai Bhuta as Transferor and Dinesh Vasantrai Bhuta as Transferee in respect of all that portion of land or ground admeasuring 1974.74 sq. mtrs. together with structures standing thereon forming part of all that piece or parcel of land bearing C.T.S. No. 116, 116/1 to 116/17 situate, lying and being at Mogra, Taluka Andheri in the registration District and Sub-District of Mumbai suburban within the assessment jurisdiction of K-East ward of the Municipal Corporation of Greater Mumbai (M.C.G.M.) situated at Old Nagardas Road, Andheri (East), Mumbai 400069.

18. Consent Terms dated 03rd August 2011 filed between parties therein and order dated 03rd August 2011 passed by Hon'ble Shri Justice S. J. Kathawala in Suit No. 1299 of 2006, High Court, Bombay and Pursuant to the said Consent Terms, Mrs. Illa Dinesh Bhuta has become entitled to the said larger Plot (erroneously the area recorded therein was 3191 sq. meters instead of 3221.70 sq meters).
19. In the events recited hereinbefore Mrs. Illa Dinesh Bhuta and Shri Bhaidas Dharshibhai Bhuta Charitable Trust are seized and possessed of or otherwise well and sufficiently entitled to as co-owners to all that piece or parcel of open land bearing C.T.S. Nos. 116, 116/1, 116/2, 116/3, 116/4, 116/5, 116/6, 116/7, 116/8, 116/9, 116/10, 116/11, 116/12, 116/13, 116/14, 116/15, 116/16, 116/17 in all admeasuring 3221.70 sq. mtrs area or thereabouts situate, lying and being at Village Mogra taluka Andheri in the registration district and sub-district of Mumbai Suburban within assessment jurisdiction of K/East ward of M.C.G.M. situated at Old Nagardas Road, Andheri (East), Mumbai 400069 more particularly described in the Schedule hereunder written; Portion of the said land admeasuring 542.12 sq. mtr. falls under Road set back.

20. Dinesh Bhuta erroneously assuming that he is become entitled to the said larger Plot subject to the leasehold rights and executed Agreement for Development dated 21st June, 2021 bearing registration no. BDR-18/7551 of 2021 made and executed between Dinesh Vasantrai Bhuta therein called as "**the First Co-Owner**" and **Shri Bhaidas Dharsibhai Bhuta Charitable Trust**, a private Trust by its Trustee 1) **Shri Dinesh Vasantrai Bhuta** 2) **Mrs. Illa Dinesh Bhuta** 3) **Shri Jash Pranav Dalal** 4) **Mrs. Chitra Naresh Bhuta** 5) **Shri Naresh Damodardas Bhuta**, therein called as "**the Second Co-Owner**" and **M/s. My Home Foundation Group, a proprietary concern of Shri Sunil Manoharlal Puri**, therein called as the "**Developer**", the First Co-owner and Second Co-owner therein granted development rights in respect of all that piece or parcel of open land bearing C.T.S. Nos. 116, 116/1, 116/2, 116/3, 116/4, 116/5, 116/6, 116/7, 116/8, 116/9, 116/10, 116/11, 116/12, 116/13, 116/14, 116/15, 116/16, 116/17 in all admeasuring 3221.70 sq. mtrs area or thereabouts situate, lying and being at Village Mogra taluka Andheri in the registration district and sub-district of Mumbai Suburban within assessment jurisdiction of K/East ward of M.C.G.M. situated at Old Nagardas Road, Andheri (East), Mumbai 400069 to the Developer therein more particularly described in the Schedule hereunder written.
21. On 31.07.2022, Mr. Kuldipsingh Dayasingh Ahuja has surrendered the possession of lease i. e. part portion of the said larger plot admeasuring 925 sq. mtrs. alongwith all rights, title and interest unto and upon Shri Bhaidas Dharsibhai Bhuta Charitable Trust.
22. During development of the said larger plot including the portion of 253.16 sq. mtrs. allegedly conveyed to Mr. Girijashankar Ambikaprasad Pandye, dispute arose between the parties in Development Agreement dated 21st June 2021 in respect of Title of the said Larger Plot, My Home Foundation Group, Developer therein invoked Arbitration clause in the Development Agreement dated 21st June 2021 and the Disputes were referred to Arbitration under the Arbitration and conciliation Act, 1996. The Parties referred their Disputes to Mrs. Aruna Savla, Advocate.

23. During the said Arbitration and upon closure of all disputes between the parties of the said Development Agreement dated 21st June 2021 therein settled their Disputes in the Arbitration Proceedings and tendered consent terms dated 24th September, 2022 before the Ld. Sole Arbitrator and thus the Arbitration proceedings culminated into an award dated 24th September, 2022 passed by the Ld. Sole Arbitrator.
24. Under the memo of award and upon the terms and conditions and the consideration agreed there in Mrs. Illa Dinesh Bhuta and Shri Bhaidas Dharsibhai Bhuta Charitable Trust agreed to sign and execute formal deed of conveyance in favour of My Home Foundation Group and Dinesh Bhuta as the Confirming Party has agreed to confirm the Conveyance.
25. A Deed of Conveyance dated 17th January, 2023 bearing registration no. BDR-15/ 915 of 2023 came to be executed between **Illa Dinesh Bhuta** as First Co-Owner therein and **Shri Bhaidas Dharsibhai Bhuta Charitable Trust**, a private Trust by its Trustee 1) **Shri Dinesh Vasantrai Bhuta** 2) **Mrs. Illa Dinesh Bhuta** 3) **Shri Jash Pranav Dalal** 4) **Mrs. Chitra Naresh Bhuta** 5) **Shri Naresh Damodardas Bhuta**, therein called as “**the Second Co-Owner**” and **Dinesh Vasantrai Bhuta**, therein called as “**The Confirming Party**” therein and M/s **My Home Foundation Group, a proprietary concern of Shri Sunil Manoharlal Puri**, The Purchaser therein, Co-owners therein granted, conveyed, sold and assigned property i.e. all that piece or parcel of open landbearing C.T.S.Nos. 116, 116/1, 116/2, 116/3, 116/4, 116/5, 116/6, 116/7, 116/8, 116/9, 116/10, 116/11, 116/12, 116/13, 116/14, 116/15, 116/16, 116/17 in all admeasuring 3221.70 sq. mtrs area or thereabouts situate, lying and being at Village Mogra taluka Andheri in the registration district and sub-district of Mumbai Suburban within assessment jurisdiction of K/East ward of M.C.G.M. situated at Old Nagardas Road, Andheri (East), Mumbai 400069 to the Purchaser therein i.e. M/s My Home Foundation Group, a proprietary concern of Shri Sunil Manoharlal Puri.

26. Search Report taken out by search clerk namely Bhushan Randive sole proprietor of Shree Ekveera Investigator in respect of the said property for last thirty-two years from 01/09/1991 upto 30/12/2022.
27. M/s Rajesh S. Sharma & Associates, Advocates & Solicitor issued public notice dated 19th January 2023 which was published in the Free Press Journal in English and Navshakti in Marathi both dated 19th January 2023 and invited claims and / or objections from the persons having and / or claiming any share, right, title and interest in the said property. However M/s Rajesh S. Sharma & Associates did not receive any objection and / or claim in response to their said public notices.
28. Consent Terms dated 14th June, 2023 filed between parties therein and order dated 14th June, 2023 passed by HHJ SHRI. T. T. AGLAWE presiding in Court Room No. 16 of Hon'ble City Civil Court, at Dindoshi, (Borivali Division) and pursuant to the said Consent Terms, My Home Foundation Group has become entitled to the said larger Plot including the portion of 253.16 sq. mtrs. (more particularly mentioned in the below referred Schedule) allegedly conveyed to Grijashankar Pandye and the alleged Deed of Conveyance dated 28th November, 1998 alongwith two Gift Deeds dated 07th June, 2006 and one Gift Deed dated 11th October, 2006 cancelled and revoked.
29. In the circumstances above and subject to what has been stated hereinabove, and subject to rights of the occupants and as there is no restraining order from Hon'ble Courts for developing the said property and there is no impediment in developing the said property and in the title of the said property, we are of the opinion that the title of the Owner **M/s. My Home Foundation Group**, a proprietary concern of Shri Sunil Manoharlal Puri, to the captioned property is clear and marketable, free from all encumbrances, beyond reasonable doubts.