



FORMAT - A
(Circular No 28/2021)

To,
MahaRERA,
4th Floor, Housefin Bhavan, Plot No. C-21,
E-Block, Near Kamgar Bhavan, Behind RBI Building,
Bandra Kurla Complex, Bandra (East),
Mumbai - 400 051.

LEGAL TITLE REPORT

Sub: *Title clearance certificate with respect to the development rights in respect of plot of land situated and lying underneath and appurtenant to Building No. 4 bearing Survey No. 341, CTS No. 604 (part), situated at Kher Nagar, in the registration District and Sub-District of Bandra, Mumbai (hereinafter referred to as the "said Property").*

1) We have investigated the right of **Pittie Antariksh Realty Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and deemed to have been registered under the provisions of the Companies Act, 2013, having its registered office at Dheeraj Plaza, 5th Floor, 23 Hill Road, Bandra (West), Mumbai - 400050 ("**Developer**"), to develop the said Property, and perused the following documents i.e.:

1. **Description of the property:** Plot of land situated and lying underneath and appurtenant to Building No. 4 bearing Survey No. 341, CTS No. 604 (part), situated at Kher Nagar, in the registration District and Sub-District of Bandra, Mumbai, admeasuring 1.618.82 square meters.

2. **The documents of allotment of plot:**

(a) Certified copy of Indenture of Lease dated 14th October, 1996, executed between Maharashtra Housing and Area Development Authority ("**MHADA**") and Bandra Abhijat Co-operative Housing Society Limited ("**Society**"), and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. P-BDR-1/731/96;

- (b) Certified copy of Deed of Sale dated 14th October, 1996, executed between MHADA and the Society, and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. P-BDR-1/733/96;
- (c) Development Agreement dated 31st December, 2012, executed between the Society and Gammon Realty Limited, a company registered under the provisions of the Companies Act, 1956, and deemed to have been registered under the provisions of the Companies Act, 2013, having its registered office at 3rd, Plot 3/8, Hamilton House, J. N. Heredia Marg, Ballard Estate, Mumbai – 400 038 (“GRL”), and registered with Sub – Registrar of Assurances at Mumbai under Serial No. BDR-4/819/2013;
- (d) Power of Attorney dated 1st February, 2013, executed by the Society in favour of GRL, and registered with the Sub-Registrar of Assurance at Mumbai under serial no.BDR-4/102/2013;
- (e) Addendum dated 8th February, 2022, executed between the Society and GRL, and registered with Sub – Registrar of Assurances at Bandra under Serial No. BDR-4/1228/2022;
- (f) Agreement dated 31st March, 2022, executed between GRL and the Developer, and registered with Sub – Registrar of Assurances at Bandra under Serial No.BDR-9/5917/2022;
- (g) Power of Attorney dated 6th April, 2022, executed by GRL in favour of the Developer, and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-4/5844/2022;
- (h) Power of Attorney dated 20th April, 2022, executed by GRL in favour of the Developer, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-9/5919/2022;



- (i) Power of Attorney dated 20th April, 2022, executed by GRL in favour of the Developer, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-9/5920/2022;
- (j) Copy of Indenture of Mortgage dated 28th September, 2022, executed between the Developer and GRL of the one part and Capri Global Capital Limited (“Capri”) of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-9/13887/2022;
- (k) Copy of Deed of Release of Mortgaged Properties dated 27th March, 2023, executed between the Developer of the one part and Capri of the other part, and registered with the Sub-Registrar of Assurances at Bandra under serial No. BDR-15/5027 of 2023; and
- (l) Copy of Indenture of Mortgage dated 27th March, 2023, executed between the Developer and GRL of the one part and Aditya Birla Housing Finance Limited of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-14/BDR-15/5109/2023.
- (m) **Copy of Property Register Card issued on 28th June, 2022.**
- (n) **Search Report for forty (40) years from 1982 to 2021.**

- 2) On perusal of the above mentioned documents relating to the title of the said Property, and subject to what is stated herein, we are of the opinion that Maharashtra Housing and Area Development Authority (“MHADA”) is the owner, and Bandra Abhijat Cooperative Housing Society Limited (“Society”) is the lessee of the said Property, and on the plans for construction of building(s) on the said Property being sanctioned and other approvals being granted from time to time, the GRL and the Developer will be entitled to develop the said Property and construct the building(s) thereon.

Owner(s) of the said Property:

MHADA



3) The report reflecting the flow of the title on the said Property is enclosed herewith as an annexure.

Encl: Annexure

Date: 27th April, 2023


FOR IC LEGAL
Advocate

(Stamp)

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Housiey.com



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FLOW OF TITLE OF THE SAID PLOT OF LAND

1. **Copy of Property Register Card issued on 28th June, 2022.**
2. **Search Report for forty (40) years from 1982 to 2021 taken from Sub-Registrar Office at Mumbai, Sub-Registrar Office at Bandra, and available records on the website of Anderi-1 to 8 Sub-Registrar Offices.**
3. **TITLE FLOW**
 - (i) MHADA is the owner of the said Property. There is a building known as “Bandra Abhijat CHS Ltd., Building No. 4” on the said Property (hereinafter referred to as the “said Building”). The said Building contains fifty four (54) premises (the “Existing Premises”) and all the existing premises are occupied by the members of the Society.
 - (ii) By a registered Indenture of Lease dated 14th October, 1996, executed MHADA and the Society, MHADA granted lease of the said Property to the Society, on the terms and conditions more specifically set out therein.
 - (iii) By a registered Deed of Sale dated 14th October, 1996, MHADA conveyed the said Building, being Building No. 4, to the Society, on the terms and conditions more specifically set out therein.
 - (iv) The Society is the lessee of the said Property and the owner of the said Building.
 - (v) By a Development Agreement dated 31st December, 2012 made between the Society of one part and GRL of the other part, and registered with Sub – Registrar of Assurances at Mumbai under Serial No. BDR-4/819/2013 read with Addendum dated 8th February, 2022, executed between the Society of one part and GRL of the other part, and registered with Sub –

Registrar of Assurances at Bandra under Serial No. BDR-4/1228/2022, the Society and its members, granted, transferred and assigned to GRL, the irrevocable development-cum-sale rights in respect of the said Property, for the consideration and on the terms and conditions therein contained.

- (vi) On 1st February, 2013, the Society executed a Power of Attorney authorizing GRL to exercise several powers contained in the said Power of Attorney inter-alia for the re-development of the said Property. The said Power of Attorney is registered with the Sub-Registrar of Assurance at Mumbai under serial no. BDR-4/102/2013.
- (vii) By an Agreement dated 31st March, 2022, executed between GRL of the one part and the Developer of the other part, and registered with the Sub – Registrar of Assurances at Bandra under Serial No.BDR-9/5917/2022, the Developer inter alia became entitled to jointly develop the said Property, with GRL.
- (viii) On 6th April, 2022, GRL executed a Power of Attorney in favour of the Developer, nominating, constituting and appointing the Developer and its directors, Mr. Mahesh Doshii and Mr. Shivaans Doshii, jointly and severally, to inter alia appear, attend, sign before the Registrar / Sub-Registrar office for registration of the said Agreement dated 31st March, 2022 and other deeds, documents, writings, etc., and to represent GRL and lodge and present for registration, the said Agreement dated 31st March. 2022 and other deeds, documents, writings, etc., and admit execution of the same, and do all acts and things required to be done to get the same registered, and register the same. The said Power of Attorney is registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-4/5844/2022.
- (ix) On 20th April, 2022, GRL executed a Power of Attorney dated 20th April, 2022 in favour of the Developer, nomnating, constituting and appointing the Developer and its directors Mr. Mahesh Doshii and Mr. Shivaans Doshii, jointly and severally, to inter alia do. execute and/or perform and/or cause to be done, executed and/or performed, all acts, deeds and

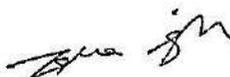
things in respect of the said Property, including as more particularly set out therein. The said Power of Attorney and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-9/5919/2022.

- (x) On 20th April, 2022, GRL executed a Power of Attorney dated 20th April, 2022 in favour of the Developer, inter alia substituting the Developer and its directors Mr. Mahesh Doshii and Mr. Shivaans Doshii, in its place and stead, with all the powers contained in the Power of Attorney dated 1st February, 2013. The said Power of Attorney is registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-9/5920/2022.
- (xi) By and under an Indenture of Mortgage dated 28th September, 2022, executed inter alia between the Developer and Capri Global Capital Limited (hereinafter referred to as “Capri”), and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-9/13887/2022, the Developer has mortgaged, inter alia the Mortgaged Immovable Properties (defined therein) and the Mortgaged Movable Properties (defined therein), as security for repayment of the loan / facility availed by the Developer from Capri.
- (xii) By and under Deed of Release of Mortgaged Properties dated 27th March, 2023, executed between the Developer of the one part and Capri of the other part, and registered with the Sub-Registrar of Assurances at Bandra under serial No. BDR-15/5027 of 2023 (“Capri’s Release Deed”), Capri reassured, re-transferred and re-conveyed unto the Developer all the mortgaged properties comprised in the Indenture of Mortgage dated 28th September, 2022, including the Mortgaged Immovable Properties (defined therein) and the Mortgaged Movable Properties (defined therein).
- (xiii) By and under Indenture of Mortgage dated 27th March, 2023, executed between the Developer and GRL of the one part and Aditya Birla Housing Finance Limited (“ABHFL”) of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR-15/5109/2023, the Developer has mortgaged, inter alia the Secured

Properties (defined therein), as security for repayment of the loan / facility availed by the Developer.

4. In issuing this Report on Title, we have assumed the following, and the same have been confirmed by the Developer:
- (i) that the information provided by the Developer is accurate, not misleading and does not contain any misstatement;
 - (ii) that save and except the encumbrances mentioned in this Report on Title, there are no other encumbrances;
 - (iii) there are no pending litigations in respect of the said Property;
 - (iv) all documents submitted to us as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;
 - (v) all signatures and seals on any documents submitted to us are genuine; and
 - (vi) the legal capacity of all natural persons are as they purport it to be.
5. Our liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any claim or series of connected claims, shall in all circumstances be limited to the fees received by us from the Developer.

Date: 27th April, 2023


DR IC LEGAL
Advocate



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