

To,

Maha RERA

Mumbai.

**LEGAL TITLE REPORT**

Sub: Title Clearance Certificate with respect of immovable property at Teachers colony bearing Survey No 379 (part) corresponding to C.T.S. No. 609 (part), admeasuring 3509.3 Sq. Mtrs. Village Bandra (East), Tal -Andheri District Mumbai suburban Mumbai- 400051.

I have investigated the title of the said property on the request of M/s Paranjape Spaces and Services Pvt. Ltd. (Developer) and following documents:

- The documents related to allotment of the property
- Development Agreement, Supplementary Agreement, Deed of Assignment and POA executed between the Society and the Developer
- P.R. Card issued by City Survey Office (digitally Signed) dated 26/03/2019
- Title Report dated 02/06/2022 Issued by Wadia Ghandy & Co.
- Search Report dated 30/12/2021 for period from year 1965-2021 as mentioned in Title report issued by Wadia Ghandy & Co.

On perusal of above mentioned documents and all other relevant documents related to the title of the property, I am of the opinion that the title of the Developer M/s Paranjape Spaces and Services Pvt. Ltd. Is clear, marketable and without any encumbrances.

The report reflecting the flow of the title of the Developer on the said property is enclosed herewith as Annexure.

Encl: Annexure

Date: 16/01/2023



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16/01/2023  
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Annexure

**Flow of the Title of the Said Property**

I have investigated the title of the immovable property bearing C.T.S. no. 609, Village Bandra (East), Tal. Andheri, Mumbai. The Developer have produced following documents before me for the investigation of the title of the said property.

- Sale Deed dated 16th September, 1995 executed between MHADA and Society No. 1 registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1249 of 1995.
- Lease Deed dated 16th September, 1995 executed between MHADA and Mumbai Nagarpalika Prathamik Shikshak Co-operative Housing Society Limited registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1251 of 1995.
- Sale Deed dated 18th September, 1995 executed between MHADA and Society No.2 registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1255 of 1995.
- Lease Deed dated 18th September, 1995 executed between MHADA and Adarsha Adhayapak Co-operative Housing Society Limited registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1253 of 1995.
- Development Agreement dated 22nd December, 2011 executed between the said Society and PSCL (therein referred to as 'the First Developer') and PSC Properties Pvt. Ltd. (therein referred to as 'the Second Developer') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 500 of 2011.
- Order dated 10th October, 2014 under section 106 of Maharashtra Regional and Town Planning Act, passed by the Collector, Mumbai, Suburban District.
- Supplementary Agreement dated 16th February, 2022 ("Supplementary Agreement") executed between the said Society, PSCL (therein referred to as 'the First Developer') and PSCPPL (therein referred to as 'the Second Developer') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 8173 of 2022
- Deed of Assignment dated 31/05/2022 executed between PSCL (therein referred to as Assignor 1), PSCPPL (therein referred to as Assignor 2), Paranjape Spaces and Services Pvt. Ltd. (PSSPL) (therein referred to as Assignee) and the said Society (therein referred to as Confirming party) registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 7608 of 2022
- General Body resolution of Society dated 29<sup>th</sup> March 2022 for consent to Deed of Assignment
- P.R. Card issued by City Survey Office dated 26/03/2019
- Copy of Title Report issued by Wadia Ghandy & Associates dated 02/06/2022
- Copy of Search Report dated 30/12/2021 from year 1965-2021 as mentioned in Title Report dated 02/06/2022 of Wadia Ghandy & Co.

I have investigated the title of the above said immovable property more particularly described in the schedule hereunder written. On careful perusal of the above mentioned documents produced before me by the Developer in support of its title to the said immovable property and relying upon the title search report dated 30/12/2021 from year 1995 to 2021, it reveals as under:



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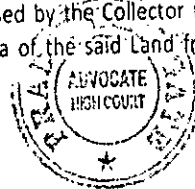
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1. The Property Register Card dated 26th March, 2019 of the said Land furnished to me reflects Maharashtra Housing and Area Development Authority ("MHADA") as the owner of the said Land.
2. By and under a Lease Deed dated 16th September, 1995 ("Society No. 1 Lease Deed") executed by and between MHADA (therein referred to as 'the Authority') of the One Part and Mumbai Nagarpalika Prathamik Shikshak Co-operative Housing Society Limited ("Society No. 1") (therein referred to as 'the Society') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1251 of 1995, MHADA leased a portion of the said Land admeasuring 973.28 square meters ("Society No. 1 Land") in favour of Society No. 1 for a period of 99 (ninety-nine) years commencing from 1st January, 1973, in the manner and on the terms and conditions more particularly set out therein.
3. By and under a Sale Deed dated 16th September, 1995 ("Society No. 1 Sale Deed") executed by and between MHADA (therein referred to as 'the Authority') of the One Part and Society No. 1 (therein referred to as 'the Society') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1249 of 1995, MHADA granted, conveyed and assured the multi storeyed structure standing thereon, being Building No. 1 consisting of ground plus four floors comprising of 40 (forty) tenements ("Society No. 1 Building") in favour of the Society No. 1, in the manner and on the terms and conditions as set out therein. The Society No. 1 Land and the Society No. 1 Building are hereinafter collectively referred to as "the Society No. 1 Property".
4. By and under a Lease Deed dated 18th September, 1995 ("Society No. 2 Lease Deed") executed between MHADA (therein referred to as 'the Authority') of the One Part and Adarsha Adhyapak Co-operative Housing Society Limited ("Society No. 2") (therein referred to as 'the Society') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1253 of 1995, MHADA leased a portion of the said Land admeasuring 939.59 square meters ("Society No. 2 Land") in favour of Society No. 2 for a period of 90/99 (ninety or ninety-nine) years commencing from 1st January, 1973, in the manner and on the terms and conditions more particularly set out therein.
5. By and under a Sale Deed dated 18th September, 1995 ("Society No. 2 Sale Deed") executed by and between MHADA (therein referred to as 'the Authority') of the One Part and Society No. 2 (therein referred to as 'the Society') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBDR-1/ 1255 of 1995, MHADA granted, conveyed and assured the multi storeyed structure standing thereon, being Building No. 2 consisting of ground plus four floors comprising of 40 (forty) tenements ("Society No. 2 Building") in favour of the Society No. 2, in the manner and on the terms and conditions as set out therein. The Society No. 2 Land and the Society No. 2 Building are hereinafter collectively referred to as "the Society No. 2 Property".
6. By and under an Order bearing No. Dy. Registrar/Co-Op, Mumbai Board/5463/2011 dated 3rd October, 2011, the Deputy Registrar of Co-Operative Societies duly granted its consent and ordered the merger of Society No. 1 with Society No. 2, in the manner as set out therein. By and under a Resolution passed by the members of the ADARSHA Adhyapak Co-operative Housing Society Limited in a general body meeting dated 22nd October, 2011, for change of its name from ADARSHA Adhyapak Co-operative Housing Society Limited to Teachers Colony Co-Operative Housing Society Limited ("said Society").
7. By and under an order dated 10th October, 2014 passed by the Collector under section 106 of the Maharashtra Land Revenue Code, 1966 inter alia rectifying the area of the said Land from 1719.8 square meters to 3509.30 square meters.



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8. Thus the said Society become the Lessee in respect of the said Immovable property and accordingly seized and possessed of or otherwise well and sufficiently entitled to the said immovable property.
9. By and under a Development Agreement dated 22nd December, 2011 ("Development Agreement") executed between the said Society (therein referred to as 'the Society') of the One Part, PSCL (therein referred to as 'the First Developer') and PSCPPL (therein referred to as 'the Second Developer') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 500 of 2011, the said Society granted development rights with respect to the said Property in favour of the Developers, for the consideration and on the terms and conditions more particularly set out therein.
10. By and under a Supplementary Agreement dated 16th February, 2022 ("Supplementary Agreement") executed between the said Society (therein referred to as 'the Society') of the One Part, PSCL (therein referred to as 'the First Developer') and PSCPPL (therein referred to as 'the Second Developer') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 8173 of 2022, the Development Agreement was modified to the extent as stated therein, for the consideration and on the terms and conditions more particularly set out therein.
11. By and under a Deed of Assignment dated 31.05/2022 executed between PSCL (therein referred to as Assignor 1), PSCPPL (therein referred to as Assignor 2), Paranjape Spaces and Services Pvt. Ltd. (PSSPL) (therein referred to as Assignee) and the said Society (therein referred to as Confirming party) registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 7608 of 2022, the Development rights of PSCL and PSCPPL were assigned to PSSPL to the extent as stated therein, for the consideration and on the terms and conditions more particularly set out therein.
12. As per the terms of assignment deed, all the previous contracts, agreements, power of attorney, development permissions, including but not limited to the offer letter, N.O.C and IO issued by the concerned MHADA authorities or other concerned authorities are as so far obtained by PSCL and PSCPPL benefits of decisions/resolutions etc. executed/registered/passed/agreed between PSCL and PSCPPL and the said Society, stood assigned upto and in favour of the PSSPL absolutely and without any reservations subject however to the fulfillment of the terms and conditions thereof by PSSPL.
13. By and under a Letter dated 7th September, 2022 bearing NOC ID No. SNCR/WEST/B/022920/451032, Airport Authority of India granted its No Objection Certificate in favour of PSCL for construction of proposed structure on the said Land upto a height of 53.95 meters AMSL and the same is valid upto 6th September, 2030, in the manner and on the terms and conditions set out therein.
14. Pursuant to the Assignment Deed and upon application being made by PSSPL in this regard, MHADA has revised the Commencement Certificate bearing reference no. MH/EE/(BP)/GM/MHADA-92/941/2023/CC/1 New dated 9<sup>th</sup> January, 2023 issued in favour of PSSPL.
15. On perusal of the Search Report dated 30/12/2021 referred in Title Report dated 02/06/2022, from the office of the Sub Registrar of Assurance at for period from years 1965-2021, it revealed that there is no any transaction observed during the period except the Agreement for Sale Deed, Lease Deed and Development Agreement as mentioned above in respect of the said immovable property.
16. The Developer as a constituted attorney for the Society has submitted the proposal for redevelopment on the said property before Mumbai Board, MHADA under DCPR-2034 regulation 33(5). The authority has approved the said proposal and Issued Offer Letter dated 12<sup>th</sup> April 2021 for additional built up area. On payment of premium for



*Signature*

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additional built up area as per above mentioned Offer Letter and scrutiny of the redevelopment proposal, Mumbai Board MHADA has issued N.O.C. for proposed redevelopment vide their letter dated 18<sup>th</sup> October 2021.

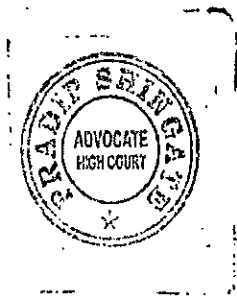
17. On the basis of above mentioned approval received from Authority, the Developer as a C.A. to the Society has made application for Intimation of Approval (I.O.A.). The Building Permission Cell, Greater Mumbai / MHADA, after scrutinizing the said application along with the plans & sections, issued Intimation of Approval (I.O.A.) vide their letter dated 30<sup>th</sup> November 2021.
18. In view of the above said fact and the documents, I hereby certify the title of the said Society viz. Teacher's colony Co-operative Housing Society Ltd. being the Owner / Lessee of the said immovable property is free, clear, marketable and without any kind of encumbrance whatsoever.
19. I further certify that the Developer, M/s Paranjape Spaces and Services Pvt. Ltd. has the absolute and is well and sufficiently entitled to develop the said immovable property. I hereby certify that title of M/s Paranjape Spaces and Services Pvt. Ltd. in respect of the development of the said immovable property is clear, marketable and without any kind of encumbrance whatsoever.

### SCHEDULE OF THE PROPERTY

All that piece and parcel of land admeasuring 3,509.30 square meters comprising of bearing Survey No. 379 (part) corresponding to CTS No. 609 (part) of Village Bandra (East), Taluka Andheri, District Mumbai Suburban lying, being and situated at Teachers Colony, Off Western Express Highway, Mumbai- 400051 together with the structures standing thereon and bounded as follows.

On or towards the north by	Sharda Devi Road/New Link Road
On or towards the South by	Land bearing CTS No.611 of village Bandra (East)
On or towards the East by	Service Road of Western Express Highway
On or towards the West by	Land bearing CTS No.610 of village Bandra (East)

Date: 16/01/2023



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