

ANNEXURE

FLOW OF TITLE TO THE PLOT

(See Format "A" of MahaRERA Circular No. 28/2021)

1. **Search reports of 29 years from 1994 to 2023 taken from Sub-Registrar's Offices**

On our instructions, title investigator and search clerk, Mr. Nilesh Vagal, has taken searches for a period of 29 years in the following offices:

- a) The Sub-Registrar of Assurances at Mumbai.
- b) The Sub-Registrar of Assurances at Bandra.
- c) The Sub-Registrar of Assurances at Goregaon.
- d) The Sub-Registrar of Assurances at Kandivali.
- e) The Sub-Registrar of Assurances at Borivali,

The Conveyances dated 16th March, 2006 and 9th March, 2007 does not include the larger property.

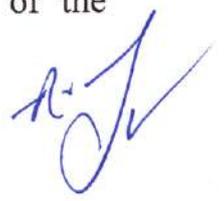
2. **Flow of Title**

On the basis of the information provided by the Promoter, our observations on the title of the Promoter to the Property is set out herein below:

- i. By and under an Agreement for Sale dated 4th September, 1980, M/s. Dattani Constructions acquired from Mrs. Jamnabai Baburao Wange, Mr. Parshuram Baburao Wange, Mr. Kashiram Baburao Wange, Mr. Ramkishan Baburao Wange, Mrs. Suman Bistur Koti, Mrs. Jaywanti,

daughter of Baburao Wange and Mrs. Sheela Yeshwant Jadhav, daughter of Baburao Wange, (hereinafter collectively referred to as "the Wange Group") their properties are more particularly described Firstly in the **First Schedule** hereunder written;

- ii. The Agreement dated 4th September, 1980 and other documents executed by the said Wange Group were confirmed by and under a Re-Confirmation of Agreement for Sale dated 30th June, 2006 executed by and between the surviving members of the Wange Group, the heirs of the deceased members of the Wange Group of the First Part, M/s. Dattani Constructions as 'the Confirming party' therein of the Second Part and the Promoter as 'the Developer' therein of the Third Part.
- iii. By and under an Agreement for Sale dated 4th September, 1980, M/s. Dattani Constructions acquired from Mrs. Cecilia widow of Mr. Zuran Misquitta, Morris Zuran Misquitta, Terance Zuran Misquitta, Clarence Zuran Misquitta, Denson Zuran Misquitta, Miss. Flavia D/o. Zuran Misquitta, Mr. Nelson Zuran Misquitta, Miss. Olinda D/o. Mr. Zuran Misquitta, Miss Sandra Zuran Misquitta and Master Milgret Zuran Misquitta both minors through their mother and natural guardian Mrs. Cecilia Zuran Misquitta (hereinafter collectively referred to as "the Misquitta Group") their properties more particularly described Secondly in the **First Schedule** hereunder written;
- iv. The Agreement dated 4th September, 1980 and other documents executed by the said Misquitta Group were also confirmed by surviving members of the Misquitta Group and the heirs of the



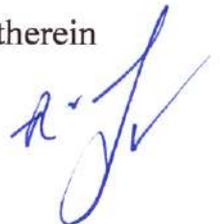
deceased members of the Misquitta Group in the Consent Terms dated 24th April, 2006 filed in the Suit No. 1706 of 2004 before the Hon'ble Bombay High Court and Consent Terms dated 5th May, 2006 filed in the Suit No. 2216 of 2004 before the Hon'ble City Civil Court at Bombay.

- v. By and under an Agreement for Sale dated 4th September, 1980, the said Firm acquired from Mrs. Laxmibai Budhaji Jadhav, (hereinafter referred to as "the Jadhav"), property bearing Survey No.64 (pt), now corresponding C.T.S. Nos. 334/A1 to A3 of Village Valnai of Taluka Borivali, their properties more particularly described Thirdly in the **First Schedule** hereunder written;
- vi. The Agreement dated 4th September, 1980 and other documents executed by the said Jadhav were confirmed by her heirs in the Consent Terms dated 12th April, 2011 filed in the Suit No. 1079 of 2010 before Hon'ble Bombay High Court. The properties acquired from the Jadhav are more particularly described Thirdly in the **First Schedule** hereunder written;
- vii. The Wange Group, the Misquitta Group and the Jadhav are hereinafter jointly and collectively referred to as "the then Owners".
- viii. The then Owners put M/s. Dattani Constructions in vacant and peaceful possession of the properties described Firstly, Secondly and Thirdly in the First Schedule hereunder written.
- ix. In pursuance of the aforesaid, the then Owners under their respective Power of Attorneys, executed by them from time to time, inter alia empowered the partners of M/s. Dattani Constructions, to develop



their respective plots, as Developers and to sell the residential flats / shops / offices / stilt car parking spaces/ podium car parking spaces/ covered garages/ open car parking spaces in the market. The then Owners have under various documents relinquished/transferred all their right, title and interest in the said properties as owner in favour of M/s. Dattani Constructions, as if the properties are transferred in favour of the M/s. Dattani Constructions even though the revenue records appears in their names.

- x. The Partner of the M/s. Dattani Constructions also executed three separate General Powers of Attorneys all registered on 16th August, 2002 in favour of Mr. Alpesh K. Ajmera and Mr. Jiten K. Ajmera i.e. the directors of the Promoters, to enable them to develop the properties described Firstly, Secondly and Thirdly in the First Schedule hereunder written;
- xi. By and under an Agreement for Development dated 14th October, 2003 read with Supplemental Agreement dated 6th January, 2004 and the Consent Terms dated 3rd April, 2012 filed in the Arbitration Proceedings before the Sole Arbitrator Justice Shri M. S. Rane (Retd.), the Promoter acquired rights to develop the properties described Firstly, Secondly and Thirdly in the First Schedule hereunder written;
- xii. M/s. Dattani Constructions also put the Promoter in vacant and peaceful possession of the properties described Firstly, Secondly and Thirdly in the **First Schedule** hereunder written;
- xiii. By and under an Agreement dated 17th July, 2004 executed between M/s. Parikh Investment & Development Private Limited, therein



referred to as 'the Developers' of the One Part and the Promoter herein and therein referred to as 'the Sub-Developers' of the Other Part, the Developer therein assigned their development rights in favour of the Promoter herein, in respect of the adjoining piece of land, bearing C.T.S. No.577, corresponding Survey No.23, Hissa No. 10 of Village Valnai of Taluka Borivali. The property acquired from M/s. Parikh Investment & Development Private Limited is more particularly described Fourthly in the **First Schedule** hereunder written;

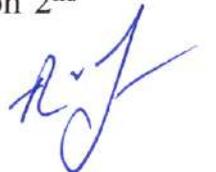
- xiv. The authorized representative of the said M/s. Parikh Investment & Development Private Limited i.e. Mr. Pankaj S. Parikh also executed a Power of Attorney dated 6th September, 2004 in favour of Mr. Alpesh K. Ajmera and Mr. Jiten K. Ajmera, i.e. the Directors of the Promoter;
- xv. The said M/s. Parikh Investment & Development Private Limited put the Promoter herein, in vacant and peaceful possession of the property more particularly described Fourthly in the Schedule hereunder written;
- xvi. The properties described Firstly, Secondly, Thirdly and Fourthly more particularly described in the **First Schedule** hereunder written shall hereinafter collectively called as "**the Larger Property**" more particularly described in the **Second Schedule** hereunder written;

3. **Any other relevant title:**

Under the above Agreements/Documents the Promoter have performed the following acts on the said Larger Property:-



1. The said Larger Property have been amalgamated and a common layout under LOP No. CHE/1078/LOP have been approved by the MCGM. The layout has been amended from time to time and lastly approved on 07.05.2021. The Promoter through their nominee/s have constructed several building in the layout as per the approvals granted by the MCGM.
2. D. P. Road of 18.30 mtrs. passing through the larger property is handed over to M.C.G.M. on 21st March, 2006 under Possession Receipt No. ACQ/WS/FSI/1658.
3. Advance Possession of the Amenity Open Space (AOS) is handed over to M.C.G.M. on 4th May, 2021 under Receipt No. CHE/1078/BP/WS/LOP.
4. Several buildings have been constructed in the Layout and the premises therein have been sold to their various purchasers. The details whereof are as under:-
 - a) Wing 'A' and 'B' of Building No.1 comprising of Ground (pt) + Stilt (pt) + Podium + 2nd to 18th Upper Floors have been constructed under BMC File No. CHE/8525/BP/WS/AP/AR. Occupation Certificate is granted on 7th September, 2007. Possession of 135 Flats + 9 Shops have been handed over to the respective Units Purchasers.
 - b) Wing 'C' of Building No.1 comprising of Stilt + 1st Floor Stilt Podium + 2nd to 28th Upper Floors have been constructed under BMC File No. CHE/8525/BP/WS/AP/AR. Occupation Certificate is granted on 28th February, 2008. Possession of 150 Flats have been handed over were given to the respective Units Purchasers.
 - c) The Building No.3 comprising of Basement + Ground (pt) + Stilt (pt) + 1st to 7th + 8th (pt) Upper Floors have been constructed under BMC File No. CHE/8527/BP/WS. Occupation Certificate is granted on 2nd

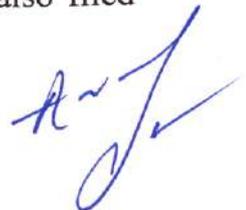


July, 2013. Possession of 147 Units have been handed over to the respective Units Purchasers.

- d) Flat Purchasers of Building No.1, A and B Wings has formed Dhruv Park (SVT) Co-operative Housing Society Limited. The Flat Purchasers of Building No.1, C Wing has formed Dhruv Park (ATT) Co-operative Housing Society Limited. The Unit Purchasers of Building No.3 has formed B2B Centre Co-operative Premises Society Limited.
- e) The Promoter has executed a Deed of Conveyance dated 17th March 2022 in favour of Dhruv Park (SVT) Co-operative Housing Society Limited conveying A and B Wings of Building No.1 and their undivided share in the Layout. The same is registered with the office of the Sub-Registrar of Assurances under Serial No. BRL6-5865/2022.
- f) The Promoter have now proposed to construct a further building namely Building No. 2 in the Layout comprising of 4 Wings i.e. Wing A to D (Ground + 22 Upper Floors). The same have been approved by the MCGM, under IOD File No. CHE/8526/BP(WS)/AP on 11.08.2021. Commencement Certificate have been issued on 28.04.2022.

4. Litigations, if any:

- i. We are informed that, the Promoter had filed an Appeal being Civil Appeal No. 4988 of 2016 before the Hon'ble Supreme Court of India against the Order dated 01.02.2016 passed by the National Consumer Redressal Commission. Dhruv Park (A.T.T.) Co-Operative Housing Society Limited to counterblast the said Appeal they have also filed



an Appeal being Civil Appeal No. 6363 of 2016 before the Hon'ble Supreme Court of India. There are no restraining Orders passed in the both the Appeals. Both appeals have been settled. The settlement is recorded in the Minutes of Meeting dated 16.04.2023 we are in the process of filling consent terms.

- ii. A suit filed by Amrutbhai N. Patel and another being Suit No. 2331 of 2004 is pending before the Hon'ble City Civil Court, Dindoshi Mumbai but no restraining order therein has been passed.
- iii. We are informed that, one Renuka Kashiram Wange and Ors. had filed Suit for specific performance being Suit (L) No. 37508 of 2022 before the Hon'ble High Court, Bombay. The Promoter had entered into Consent Terms therein. The Consent Terms executed is yet to be filed in the Court.
- iv. We have been informed that no further litigations, save and except as mentioned hereinabove, are pending in respect of the Property. However, we have not undertaken negative list searches in the Hon'ble Bombay High Court, Bombay City Civil Court and/or Small Causes Court at Bombay in respect of the Property.
- v. Subject to what is mentioned herein and from the documents/permissions provided by the Promoter to us, we are of the opinion that the Promoter are entitled to develop the said Larger Property and deal with the premises in the building/s to be constructed thereon as per terms of the agreements and permissions hereinabove.



THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

FIRSTLY: ALL THAT piece or parcel of land bearing Survey No. 23, Hissa No. 5 (pt), Survey No. 23, Hissa No. 12 (pt) and Survey No.64 (pt), now corresponding C.T.S. Nos. 360, 361/A & B & 334-A/1 to 3, respectively, of Village Valnai of Taluka Borivali, Mumbai Suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

SECONDLY: ALL THAT piece or parcel of land bearing Survey No.23, Hissa No. 12 (pt), Survey No.64 (pt), Survey No.65, Hissa Nos. 5 & 6 and now corresponding C.T.S. Nos. 361/A & B, 334-A/1 to 3, 362 and 364 of Village Valnai of Taluka Borivali, Mumbai Suburban District, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THIRDLY: ALL THAT piece or parcel of land bearing Survey No.64 (pt), now corresponding C.T.S. Nos. 334-A/1 to 3 of Village Valnai of Taluka Borivali, Mumbai Suburban District with the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

FOURTHLY: ALL THAT piece or parcel of land bearing C.T.S. No.577, corresponding Survey No.23, Hissa No. 10 of Village Valnai of Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.



THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Survey No.23, Hissa No. 5 (pt), Survey No.23, Hissa No. 12 (pt), Survey No.64 (pt), Survey No.65, Hissa No. 5, Survey No.23, Hissa No. 10, now corresponding C.T.S. Nos. 360, 361/A & B, 334-A/1 to 3, 362/A & B & 577 total admeasuring 18051.90 sq. mtr. of Village Valnai of Taluka Borivali, situated, being and lying at Dhruv Park, D'Monte Lane, Malad (West), Mumbai – 400 064, Mumbai Suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

Dated this 18th day of December, 2023

For M/s A. V. Jain Associates



Advocates, High Court