



Ref. No. :

Date :

**To,**  
**Maha RERA,**  
6<sup>th</sup> & 7<sup>th</sup> Floor,  
Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai - 400051

**Date:** 12.04.2024

### **LEGAL TITLE REPORT**

**Sub:** Title Clearance Certificate with respect to All that piece and parcel of land adms. 11,001 sq. mtrs. or thereabouts bearing Survey No.23 corresponding to CTS Nos. 161, 161/1 and 161/2 of Village Akurli, Taluka Borivali now Goregaon, in the registration district and sub-district of Mumbai City and Mumbai Suburban situate, lying and being at Kandivali (E), Mumbai- 400 101 (hereinafter referred as the said plot).

**I)** I have investigated the title of the said plot on the request of M/S. SETHIA INFRASTRUCTURE PRIVATE LIMITED, Owner & Developer of the said plot and following documents:-

**I) Description of the plot:-**

All that piece and parcel of land adms. 11,001 sq. mtrs. or thereabouts bearing Survey No.23 corresponding to CTS Nos. 161, 161/1 and 161/2 of Village Akurli, Taluka Borivali now Goregaon, in the registration district and sub-district of Mumbai City and Mumbai Suburban situate, lying and being at Kandivali (E), Mumbai- 400 101.

**II) The documents of allotment of plot:-**



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A. Originally, as per plot registered card Shri Hira Janya Komb was the owner and seized, possessed of or otherwise well sufficiently entitled to All that piece and parcel of land adms. 11,001 sq.mtrs. or thereabouts bearing Survey No.23 corresponding to CTS Nos. 161, 161/1 and 161/2 of Village Akurli, Taluka Borivali now Goregaon, in the registration district and sub-district of Mumbai City and Mumbai Suburban together with the structures standing thereon, situate, lying and being at Kandivali (E), Mumbai- 400 101.

B. Vide an Indenture of Lease dated 08<sup>th</sup> February, 1967 duly registered with the office of sub-registrar of assurance at Bombay under Sr. No. BOM/R/601/1967 executed between Shri Hira Janya Komb (therein referred to as 'Lessors') and Shri Narayan Sadashiv Nandgaonkar (therein referred to as 'Lessee'), the said Shri Hira Janya Komb had demised the said plot unto and in favour of Shri Narayan Sadashiv Nandgaonkar for the period of 98 years commencing from 8<sup>th</sup> February, 1967 at the monthly rent, and upon the terms and conditions mentioned therein.

C. On or about 30<sup>th</sup> September, 1969 the said Shri Hira Janya Komb died intestate leaving behind (i) Laxmibai (widow), and three sons (ii) Gopal, (iii) Kisan, (iv) Janu and married daughters namely (v) Kamlabai Babu Kamdi nee Kamlabai Hira Komb, (vi) Ramabai Pandurang Nakre nee Ramabai Hira Komb, (vii) Anushya Kashinath Kanhere nee Tarabai Hira Komb, (viii) Jaya Suresh Bhamne nee Jaya Hira Komb and (ix) Sundra Navshya Shingre nee Sundra Hira Komb, as his only legal heirs and representatives entitled to his estate including the said plot as per the law applicable to them at the time of his demise.

D. On or about 12th April, 1983 the said Gopal Hira Komb also died intestate leaving behind (i) Anandibai (widow), (ii) Suresh Gopal Komb (son) (iii)



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Babu Gopal Komb (son), (iv) Sangita Shankar Baraf nee Lata Gopal Komb (married daughter), and (v) Ramila Ramesh Khairat nee Barkhu Gopal Komb (married daughter) as his only legal heirs and representative entitled to his estate including his undivided right and share in the said plot as per the law applicable to them at the time of his demise.

E. Vide an Agreement dated 13<sup>th</sup> February, 1984 executed between (1) Laxmibai Hira Janya Komb, (2) Suresh Gopal Hira Komb for self as well as Karta & Manager of HUF, (3) Kisan Hira Janya Komb for self as well as Karta & Manager of HUF, (4) Janu Hira Janya Komb for self as well as Karta & Manager of HUF, (5) Kamalabai Babu Kamali nee Kakalabai Hira Komb, (6) Ramabai Pandurang Nakhare nee Ramabai Hira Komb, (7) Tarabai Kashinath Kanhere nee Tarabai Hira Komb, (8) Jaya Hira Komb, (9) Sundra Hira Komb (being the 'Vendor' therein) they have agreed to sell all their rights, title and interest in the said plot in favour of V. Dinesh Traders Ltd. (presently known as 'M/s. Terraform Magnum Limited) for the consideration and upon the terms & conditions recorded therein. As per the terms of the said Agreement, the said V. Dinesh Traders Ltd. (presently known as 'M/s. Terraform Magnum Limited) have paid entire consideration to the Vendors therein and accordingly, the Vendors therein have handed over quiet, vacant and peaceful possession of the said plot to V. Dinesh Traders Ltd. (presently known as 'M/s. Terraform Magnum Limited) .

F. Vide an Indenture of Assignment dated 17<sup>th</sup> December, 1989 duly registered with the office of sub-registrar of assurance at Bombay at Sr. No.PBBJ/298/1989 executed between Narayan Sadashiv Nandgaonkar (therein referred to as 'Vendors') and V. Dinesh Traders Ltd. (presently known as 'M/s. Terraform Magnum Limited) i.e. (therein referred to as 'Assignee'), the said Narayan Sadashiv Nandgaonkar has assigned, sold and



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transferred all their leasehold right under the aforesaid Indenture of Lease dated 08<sup>th</sup> February, 1967 unto and in favour of V. Dinesh Traders Ltd. (presently known as 'M/s. Terraform Magnum Limited') for the consideration and upon the terms and conditions mentioned therein.

G. Vide Deed of Confirmation dated 23<sup>rd</sup> August, 2005 duly registered with the office of sub-registrar of assurance bearing registration no. BDR-11/4438/2005 executed by Everest Buildcon Ltd. (formerly known as V. Dinesh Traders Ltd. and presently known as M/s. Terraform Magnum Limited), the parties therein have confirmed and registered the copy of Agreement dated 13<sup>th</sup> February, 1984, upon the terms and conditions mentioned therein.

H. In the meantime, vide Fresh Certificate of Incorporation Consequent upon Change of Name dated 23<sup>rd</sup> September 1994 issued u/s 23(1) of the Companies Act, 1956 by the Registrar of Companies, the name of V. Dinesh Traders Ltd. is changed to "Everest Buildcon Ltd."

I. Thereafter the name of Everest Buildcon Ltd. was also changed to "Terraform Magnum Limited" vide Fresh Certificate of Incorporation Consequent upon Change of Name dated 14<sup>th</sup> June 2012 issued u/s 23(1) of the Companies Act, 1956 by the Registrar of Companies.

J. Somewhere in the year 1990 V. Dinesh Traders Ltd. (presently known as 'M/s. Terraform Magnum Limited') have originally filed a suit being H.C. Reg. Suit No. 2649 of 1990 in the Hon'ble High Court of Judicature at Bombay which later on transferred in the Hon'ble City Civil Court at Bombay being Suit No. 004 of 1990 against Dinesh Kisan Komb and/or their predecessors in title seeking order and decree of the Hon'ble Court that Dinesh Kisan Komb including their predecessors in title i.e. the Defendants therein be ordered and decreed to specifically perform



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Agreement dated 13<sup>th</sup> February, 1984 by doing all acts, deeds and things and executing all writings as may be necessary effectively to perform the said Agreements specifically in favour of V. Dinesh Traders Ltd. (presently known as 'M/s. Terraform Magnum Limited) .

- K. On or about 26<sup>th</sup> January, 2000 the said Suresh Hira Komb also died intestate leaving behind (i) Manjula (widow), (ii) Yogesh (son), (iii) Arvind (son), and Siddhesh (son) as his only legal heirs and representative entitled to his estate including his undivided right and share in the said plot as per the law applicable to them at the time of his demise.
- L. On or about 12<sup>th</sup> November, 2000 the said Janu Hira Komb also died intestate leaving behind (i) Chapi (widow) and (ii) Pravin Janu Komb as his only legal heirs and representative entitled to his estate including his undivided right and share in the said plot as per the law applicable to them at the time of his demise.
- M. On or about 20<sup>th</sup> August 2002 the said Anandibai wd/o of late Gopal Hira Janya Komb also expired leaving behind her (1) Babu Gopal Komb (son), (2) Sangita Shankar Baraf nee Lata Gopal Komb (Daughter), (3) Ramila Ramesh Khairat nee Barkhu Gopal Komb and (4) (i) Manjula, (ii) Yogesh, (iii) Arvind, and Siddhesh (all being legal heirs of late Suresh Gopal Komb i.e. son of late Anandibai), as her only legal heirs and representative entitled to her estate including her undivided right and share in the said plot as per the law applicable to them at the time of her demise.
- N. On or about 9<sup>th</sup> September 2003, the said Harishchandra son of Kisan Hira Janya Komb also died intestate bachelor leaving behind him (i) Prakash (real brother), (ii) Ramesh (real brother), (iii) Dinesh (real brother), (iv) Pramilabai Ramchandra Lange (real married sister) and (v) Savita Rajaram Dongare (real married sister) as his only legal heirs and



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representatives entitled to his estate including his undivided right and share in the said plot as per the law applicable to them at the time of his demise.

O. On or about 6<sup>th</sup> July 2004 the said Laxmibai wd/o of late Hira Janya Komb also expired leaving behind her (1) Kisan Hira Komb (son), (2) (i) Babu Gopal Komb, (ii) Sangita Shankar Baraf nee Lata Gopal Komb, (iii) Ramila Ramesh Khairat nee Barkhu Gopal Komb (all being legal heirs of late Gopal Hira Komb i.e. son of late Laxmibai), (3) (i) Chapi Janu Komb & (ii) Pravin Janu Komb (all being legal heirs of late Janu Hira Komb i.e. son of late Laxmibai), (4) (i) Manjula, (ii) Yogesh, (iii) Arvind, and Siddhesh (all being legal heirs of late Suresh Gopal Komb i.e. son of late Gopal Hira Komb), (5) Kamlabai Babu Kamdi nee Kamlabai Hira Komb, (6) Ramabai Pandurang Nakre nee Ramabai Hira Komb, (7) Anushya Kashinath Kanhere nee Tarabai Hira Komb, (8) Jaya Suresh Bhamne nee Jaya Hira Komb and (9) Sundra Navshya Shingre nee Sundra Hira Komb, (daughters) as her only legal heirs and representatives entitled to her estate including her undivided right and share in the said plot as per the law applicable to them at the time of her demise.

P. On or about 8<sup>th</sup> August, 2006 the said Ramesh Kisan Komb also died intestate leaving behind (i) Lata (widow), (ii) Dipak (son), (iii) Chandrakant (son), and (iv) Bharati Nilesh Mungekar nee Bharati Ramesh Komb (daughter) as his only legal heirs and representative entitled to his estate including his undivided right and share in the said plot as per the law applicable to them at the time of his demise.

Q. On or about 27<sup>th</sup> December 2006 the said Yamunabai w/o of Kisan Hira Janya Komb also expired leaving behind her (1) Kisan Hira Janya Komb (Husband), (2) Dinesh Kisan Komb (son), (3) Prakash Kisan Komb (son), (4)



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Savita Rajaram Dongarkar nee Savita Kisan Komb (Daughter), (5) Pramila Ramchandra Lange nee Pramila Kisan Komb (Daughter) and (6) (i) Lata (widow of Ramesh Kisan Komb), (ii) Dipak (son), (iii) Chandrakant (son), and Bharati Nilesh Mungekar nee Bharati Ramesh Komb (daughter), (all being legal heirs of late Ramesh Kisan Komb i.e. son of late Yamunabai), as her only legal heirs and representative entitled to her estate including her undivided right and share in the said plot as per the law applicable to them at the time of her demise.

R. On or about 20<sup>th</sup> March, 2007 the said Kisan Hira Komb also died intestate leaving behind (1) Dinesh (son), (2) Prakash (Son), (3) Pramila Ramchandra Lange nee Pramila Kisan Komb (married daughter), (4) Savita Rajaram Dongarkar nee Savita Kisan Komb (married daughter) and (5) (i) Lata (widow of Ramesh Kisan Komb), (ii) Dipak (son), (iii) Chandrakant (son), and Bharati Nilesh Mungekar nee Bharati Ramesh Komb (daughter), (all being legal heirs of late Ramesh Kisan Komb i.e. son of late Kisan Hira Komb, as his only legal heirs and representative entitled to his estate including his undivided right and share in the said plot as per the law applicable to them at the time of his demise.

S. On or about 10<sup>th</sup> December, 2007 the said Ramabai Pandurang Nakre nee Ramabai Hira Komb also died intestate leaving behind (i) Vasant who already predeceased her and expired bachelor somewhere in the year 1997-98, (ii) Laxman, (iii) Bhaidas and (iv) Jayant as her only legal heirs and representative entitled to her estate including her undivided right and share in the said plot as per the law applicable to her at the time of her demise. Her husband Pandurang Nakre has already expired on 11<sup>th</sup> February, 2003.

T. On or about 24<sup>th</sup> March, 2009, the said Prakash son of Kisan Hira Janya



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Komb also died intestate bachelor leaving behind him (i) Dinesh (real brother), (ii) Pramilabai Ramchandra Lange (real married sister) and (iii) Savita Rajaram Dongarkar (real married sister) as his only legal heirs and representative entitled to his estate including his undivided right and share in the said plot as per the law applicable to them at the time of his demise.

U. On or about 1<sup>st</sup> October, 2010 the said Chapi wd/o Late Janu Hira Komb also died intestate leaving behind (i) Pravin Janu Komb as her only legal heirs and representative entitled to her estate including her undivided right and share in the said plot as per the law applicable to them at the time of her demise.

V. In the meantime vide Release Deed dated 13.08.2012 duly registered with the office of sub-registrar of assurance at Borivali-5 bearing registration No.BDR-11/6829/2012 executed between (1) Laxman Pandurang Nakare, (2) Jaywant Pandurang Nakare, (3) Bhaidas Pandurang Nakare, (4) Pravin Janu Komb, (5) Babu Gopal Komb, (6) Manjula Suresh Komb, (7) Sangita alias Lata Shankar Baraf (Parab), (8) Barkhubai (Ramila) Ramesh Khairat, (9) Lata Ramesh Komb, (10) Savita Rajaram Dongarkar, (11) Pramila Ramchandra Lange, (12) Kamlabai Babu Kamadi, (13) Tayabai alias Anusaya Kashinath Kanhere, (14) Jayabai Suresh Bamane, (15) Sunderabai Navshya Shingre (therein referred to as 'Releasees') and Dinesh Kisan Komb (therein referred to as 'Releasee'), the releasees therein have released, grant, surrender, transfer and relinquished all their right, title and interest in the said plot in favour of Dinesh Kisan Komb on the terms and conditions mentioned therein.

W. Vide a further Release Deed dated 30.3.2016 duly registered with the office of sub-registrar of assurance at Borivali-7 bearing registration No.BRL-



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7/2439/2016 executed between (1) Yogesh Suresh Komb, (2) Arvind Suresh Komb, (3) Siddhesh Suresh Komb, (4) Dipak Ramesh Komb, (5) Chandrakant Ramesh Komb, (6) Bharati Ramesh Komb (therein referred to as 'Releasers') and Dinesh Kisan Komb (therein referred to as 'Releasee'), the releasers therein have released, grant, surrender, transfer and relinquished all their right, title and interest in the said plot in favour of Dinesh Kisan Komb on the terms and conditions mentioned therein.

X. In the meantime, vide Deed of Assignment of leasehold right and right under agreement for sale dated 26.4.2019 duly registered with the office of sub-registrar of assurance at Borivali-4 bearing registration No. BRL-4/6347/2019 the said M/s. Terraform Magnum Limited (previously known as 'Everest Buildcon Ltd. and formerly known as V. Dinesh Traders Ltd.) have assigned the leasehold right in respect of the said plot and also all their right, title and interest as per Agreement dated 13<sup>th</sup> February, 1984, Deed of Confirmation dated 23<sup>rd</sup> August, 2005, Indenture of Lease dated 8<sup>th</sup> February, 1967 and Indenture of Assignment dated 17<sup>th</sup> December, 1989 in favour of M/S. SETHIA INFRASTRUCTURE PVT. LTD. for the consideration and upon the terms and conditions mentioned therein.

Y. Vide Declaration cum Deed of Confirmation dated 16<sup>th</sup> March, 2021 duly registered with the office of sub-registrar of assurance bearing registration No. BRL9/3711/2021 executed by and between the said Dinesh Kisan Komb (Therein referred to as 'party of first part') and M/S. SETHIA INFRASTRUCTURE PVT. LTD. (therein referred to as 'party of second part'), the vendor therein have confirmed the said Deed of Assignment of leasehold right and right under agreement for sale dated 26.4.2019 executed by M/s. Terraform Magnum Limited (previously known as Everest Buildcon Ltd. and formerly known as V. Dinesh Traders Ltd.) in



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favour of M/S. SETHIA INFRASTRUCTURE PVT. LTD. in respect of the said plot.

Z. Accordingly, M/s. Terraform Magnum Limited (previously known as 'Everest Buildcon Ltd. and formerly known as V. Dinesh Traders Ltd.) herein have also filed a Chamber Summons no. 2249 of 2019 in the said Suit No. 004 of 1990 for impleading M/S. SETHIA INFRASTRUCTURE PVT. LTD. as the party plaintiff no. 2 to the said suit, and accordingly, the said chamber summons made absolute & the name of the said M/S. SETHIA INFRASTRUCTURE PVT. LTD. has been recorded as Plaintiff no. 2 in the said suit.

AA. Thereafter in the meantime the said suit ultimately came to be settled between Dinesh Kisan Komb & M/S. SETHIA INFRASTRUCTURE PVT. LTD. on one hand and the Vendor herein on other hand, and accordingly, the Consent terms came to be filed in the said suit on 19<sup>th</sup> December, 2019 and accordingly the said suit came to be decreed in view of the said consent terms on 3<sup>rd</sup> January, 2020.

BB. As per the terms of the said consent decree/order dated 3<sup>rd</sup> January, 2020, the said Dinesh Kisan Komb and M/s. Terraform Magnum Limited (previously known as 'Everest Buildcon Ltd. and formerly known as V. Dinesh Traders Ltd.) have specifically confirmed that the aforesaid Agreement dated 13<sup>th</sup> February, 1984, Deed of Confirmation dated 23rd August, 2005, Indenture of Lease dated 08<sup>th</sup> February, 1967 and Indenture of Assignment dated 17<sup>th</sup> December, 1989, Release Deed dated 13.08.2012, Release Deed dated 30.3.2016 as well as Deed of Assignment of leasehold right and right under agreement for sale dated 26.4.2019 in favour of M/S. SETHIA INFRASTRUCTURE PVT. LTD. are valid, subsisting, binding upon the vendors and Confirming Party therein and/or



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their directors, legal heirs, and other legal heirs of their predecessors in title late Hira Janya Komb, if any.

CC. As per the terms of the said consent decree order, the said Dinesh Kisan Komb and M/s. Terraform Magnum Limited have specifically confirmed and undertake that save and except the legal heirs shown in the Family Tree annexed and marked to the said consent terms, there are no other legal heirs of late Hira Janya Komb and further indemnify M/S. SETHIA INFRASTRUCTURE PVT. LTD. for the same.

DD. In the meantime vide Declaration cum Deed of Confirmation cum Indemnity dated 16<sup>th</sup> March, 2021 executed between Shri. Dinesh Kisan Komb (therein referred to as 'Party of First Part'), and M/s. Sethia Infrastructure Pvt. Ltd. (therein referred to as 'Party of Second Part'), the said Shri. Dinesh Kisan Komb have confirmed the execution of Deed of Assignment of leasehold right and right under agreement for sale dated 26.4.2019 in favour of M/S. SETHIA INFRASTRUCTURE PVT. LTD. are valid, subsisting, binding upon him.

EE. Thereafter, in due compliance of the terms of the said Consent terms/decree dated 3<sup>rd</sup> January, 2020, a Indenture of Conveyance dated 23<sup>rd</sup> December, 2021 duly registered with the office of sub-registrar of assurance at Borivali-1 bearing registration No.BRL-1/16942/2021 came to be executed by and between Shri. Dinesh Kisan Komb (therein referred to as 'Owner/Vendor'), M/s. Terraform Magnum Limited (previously known as 'Everest Buildcon Ltd. and formerly known as V. Dinesh Traders Ltd.) (therein referred to as 'Confirming party') and M/S. SETHIA INFRASTRUCTURE PVT. LTD. (therein referred to as 'Purchaser'), whereby the said Shri. Dinesh Kisan Komb with M/s. Terraform Magnum Limited have sold, assigned, transferred and conveyed the said plot together with





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all their right, title, interest, claim, benefit attached thereto in favour of  
M/s. SETHIA INFRASTRUCTURE PVT. LTD.

**III) 7/12 extract or property card:-**

Property Cards issued by City Survey Office, Goregaon, dated 17-01-2022  
under mutation entry no. 553.

**IV) Search report:-**

Search report for 30 years for period from the year 1991 to the year 2021  
issued by Adv. Manish Singh.

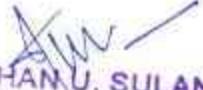
2) On perusal of the above mentioned documents and all other relevant  
documents relating to title of the said plot, I am of the opinion that the  
title of M/s. Sethia Infrastructure Pvt. Ltd. is clear, marketable and  
without any encumbrances.

**Owners of the Land:-**

M/s. Sethia Infrastructure Pvt. Ltd. are the owners of C.T.S. No. 161,  
161/1 & 161/2 of Village Akurli, Taluka Borivali now Goregaon, in the  
registration district and sub-district of Mumbai City and Mumbai  
Suburban situate, lying and being at Kandivali (E), Mumbai- 400 101.

3) The report reflecting the flow of the title of M/s. Sethia Infrastructure Pvt.  
Ltd, owner & developer of the said land is enclosed herewith as annexure.

Encl: - Annexure

  
**Adv. SAMADHAN U. SULANE**  
ADVOCATE & NOTARY (GOVT. OF INDIA)  
Mata Ramabai Ambedkar Nagar, "Sulane Niwas",  
Jal Prabhat Ngr. Galli No. 4, Nr. Siddhivinayak Mandir,  
Ghatkopar (E), Mumbai - 400 075.  
Mob.: 9324703211

Adv. Samadhan U. Sulane



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## FORMAT - A

(Circular No. 28/2021)

**FLOW OF THE TITLE OF THE SAID LAND**

- 1) P. R. Card as on date of application for registration.
- 2) Mutation Entry No. 553
- 3) Search report for 30 years from 1991 to 2021 taken from Sub-Registrar's office at Mumbai and Borivali 1 to 11.
- 4) Any other relevant title: - Deed of Assignment of leasehold right and right under agreement for sale dated 26.4.2019 and Indenture of Conveyance dated 23.12.2021.
- 5) Litigations if any:-

SR. NO	COURT NAME	TYPE OF CASE	CASE NUMBER	YEAR	PRESENT STATUS
1	BOMBAY HIGH COURT	CIVIL	22268	2023	PENDING IN COURT

Date: 12.04.2024

Adv. Samadhan U. Sulane

**Adv. SAMADHAN U. SULANE**  
**ADVOCATE & NOTARY (GOVT. OF INDIA)**  
 Mata Ramabai Ambedkar Nagar, "Sulane Niwas",  
 Jal Prabhat Ngr, Galli No. 4, Nr. Siddhivinayak Mandir,  
 Ghatkopar (E), Mumbai - 400 075.  
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