

SPA/22/26

Format A

Date : 03/05/2022

To,
The MahaRERA,
Maharashtra.

Legal Title Report

Subject : Title clearance certificate with respect to an area admeasuring 26076.72 square metres out of all that piece and parcel of land bearing Plot No. RH-1 totally admeasuring 1,02,071 sq. mtrs in the Ambernath Industrial Area within the village limits of Ambernath and outside municipal council in rural area, Taluka and Registration Sub-District, Ambernath/ Ulhasnagar, District and Registration District Thane. (Hereinafter collectively referred to as "Said Property")

I have investigated the title of the said property on the request **MOHAN DEVELOPERS LLP**, a limited liability partnership, having Identification Number AAE-9016 and incorporated under the laws of India and registered with the Registrar of Companies, having its registered office at G-1, Ground Floor, Mohan Plaza, Next to Mohan Pride, Wayle Nagar, Khadakpada, Kalyan (W)-421 301 and following documents i.e. :-

- 1) **Description of the Land:** an area admeasuring 26076.72 square meters out of all that piece and parcel of land bearing Plot No. RH-1 totally admeasuring 1,02,071 sq. mtrs in the Ambernath Industrial Area within the village limits of Ambernath and outside municipal council in rural area, Taluka and Registration Sub-District, Ambernath/ Ulhasnagar, District and Registration District Thane
- 2) **The documents of allotment of Said Property:**
 - a) copy of the allotment order dated 12th December, 2013 bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/3180
 - b) Copy of corrigendum dated 25th March 2014 bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/984.

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- c) Copy of Agreement to Lease dated 22nd May 2014 registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. UHN-3-3601-2014.
- d) Copy of Lease Deed dated 16th September 2016 registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. UHN3-9172-2016.
- e) Copy of Development Agreement dated 22/03/2022 duly registered with the Office of Sub Registrar Ulhasnagar-2 at Serial No. 5024/2022.
- f) Copy of Power of Attorney dated 22/03/2022 is duly registered with the Office of Sub registrar Ulhasnagar No.2 at Serial No. 5025/2022.
- g) Copy of Maharashtra Industrial Development Corporation letter dated 30/07/2021 bearing No. EE/AMB/RH-1/D-20357/ of 2021.
- h) Copy of State Level Environment Impact Assessment Authority vide its order bearing No. SIA/MH/MIS/192874/2021 dated 05/08/2021 accorded Environment Clearance to the project under the provisions of Environment Impact Assessment Notification, 2006 and subject to the terms and conditions contained therein.

3) 7/12 Extract

4) Search Report

2) On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that, **NND AMBERNATH LLP**, are well and sufficiently entitled to the Said Property as owners thereof and have a marketable title to the same and that the said Property is free from all encumbrances and **MOHAN DEVELOPERS LLP** have exclusive right and authority to develop the Said Property subject to sanction of building plans and grant of other permissions.

Owners of the Land :- NND AMBERNATH LLP.

Name of the Developer: - MOHAN DEVELOPERS LLP



3) The report reflecting the flow of the title of the said Owners of NND AMBERNATH LLP and the right, title and interest of the Developer MOHAN DEVELOPERS LLP in respect of the said property is enclosed herewith as Annexure.

Encl: Annexure

Date: 03/05/2022


Swapnil Abhyankar
Advocate



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FLOW OF TITLE AND HISTORY OF THE PROPERTY

1) 7/12 Extract

2) Relevant Mutation Entries

3) Searches:

i) Adv. Bhavana Shah has taken the search in the office of the Sub Registrar, Bhavana Sunny Shah, Advocate have taken the search in respect of the aforesaid property for last 20 Years i.e. from 2002 to 2022 in the office of the Sub Registrar of Assurance at Ulhasnagar and on the website of IGR Maharashtra and the GRN No. MH000401174202223E dated 14/04/2022.

ii) It is clarified that; this report is based on the searches carried out at the office of Sub Registrar Assurances and the documents and revenue records produced before me for my inspection.

4) Any other relevant title:

(a) It appears that THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, CORPORATION constituted under the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) and having its Principal Office at "Udyog Sarathi" Marol Indl. Area, Mahakali Caves Road, Andheri (East), Mumbai-400 093 (hereinafter referred to as "MIDC") is a undertaking constituted under the provisions of the MIDC Act 1961 and holding the various lands acquired by the State of Maharashtra under chapter VI of the MIDC Act within the village limits of Ambernath and outside the municipal limits in rural area Taluka and Registration Sub -District Ambernath/ Ulhasnagar District Thane for orderly establishment of the Industrial area and Industrial Estate.

(b) It appears that vide an allotment order dated 12th December, 2013 bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/3180, the Maharashtra Industrial Development Corporation (hereinafter referred to as "MIDC") allotted land admeasuring in the aggregate approximately 1,02,071 square meters, bearing Plot no. RH-1 in the Ambernath Industrial Area, situate within the municipal council in



the rural area of Taluka Ambernath/Ulhasnagar, district and registration district of Thane, (hereinafter respectively referred to as the "**Larger Property**") to Nisarg, upon terms and conditions contained therein.

(c) It appears that by a corrigendum dated 25th March 2014 bearing reference no. MIDC/RO-2/Thane/AMB/RH-1/984 (the "**Corrigendum**"), the Maharashtra Industrial Development Corporation (hereinafter referred to as "**MIDC**") revised certain terms and conditions of the Said Allotment letter dated 12/12/2013

(d) It appears that, in order to comply with the terms and conditions as stipulated under the Allotment Order read with Corrigendum and Possession Receipt, MIDC and Nisarg executed an Agreement to Lease dated 22nd May 2014 made between Maharashtra Industrial Development Corporation ("**MIDC**"), therein referred to as the Lessor of the One Part and the Company herein, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. UHN-3-3601-2014 (hereinafter referred to as the "**Lease Agreement**"), MIDC agreed to grant a lease of said Larger Property unto the Company herein at or for the rentals and on the terms and conditions contained therein.

(e) It appears that by a Lease Deed dated 16th September 2016 made between MIDC, therein referred to as the Lessor of the One Part referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. UHN3-9172-2016 (hereinafter referred to as the "**Lease Deed**"), MIDC demised the said Larger Property unto the Company for a period of 95 (ninety five) years commencing from 1 May 2014 on the terms and conditions contained therein.

(f) It appears that by and under a General Agreement dated 16th September 2016 made between MIDC, therein referred to as the Lessor of the One Part and the



Company, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. UHN3-9174-2016 (hereinafter referred to as the "General Agreement"), MIDC granted its permission for *inter-alia* allotment of residential flats / commercial units in the building/s to be constructed on the said Larger Property in favour of prospective / intending purchasers and also permitted the first allottees to mortgage the residential flats/ commercial units without prior permission from MIDC on the terms and conditions contained therein.

(g) It appears that M/s Nisarg Nirman Developers in accordance with the plans sanctioned by MIDC commenced the development of the said larger property and have commenced and completed the construction of the building/s comprising of building No 1 to 6 as Phase I, building No 7, 8, 13, 14, 15 and 16 as Phase IIA comprising residential flats, etc. and Commercial Building No.1 as Commercial Phase-I comprising of Commercial Units, building No 9 as Phase 2 D, building No 10 as Phase 2 F, building No 11 as Phase 2 E, building No 12 as Phase 2 B and building No 27 as Phase 2 C.

(h) It appears that by a Loan Agreement dated 22nd November, 2016, 5th May 2018 and 25th March 2021 between Company and Piramal Capital and Housing Finance Ltd. (formerly known as Piramal Finance Pvt Limited), a Deed of Mortgage dated November 25, 2016, April 23, 2019 and July 27, 2021 made between the Company and IDBI Trusteeship Service Ltd. all registered with the office of the Sub-Registrar of Assurances at Ulhasnagar-3 under Serial No. 11380-2016 on 25-11-2016, 4057-2019 on 23-04-2019 and Sub-Registrar of Assurances at Ulhasnagar-4 under Serial No. 4971-2021 on 27-07-2021 has created a mortgage on the said Property. By a Letter bearing Ref. No. 40123/ITSL/OPR 2021-22 dated 22/02/2022, Trusteeship Services has released its charge / mortgage on the said Property, cash flows arising out of this Project, as well as the development potential thereof in all respects and has also registered a Release Deed dated 15/03/2022 registered as document no. 2525/2022.



(i) It appears that the Nisar Nirman Developers converted themselves from a Partnership Firm to a Limited Liability Partnership Firm and has named it as "NND AMBERNATH LLP", vide a Certificate of Registration on Conversion dated 09-01-2020 issued by the Registrar of Companies. Further, the MIDC, vide its letter dated 04-12-2020 bearing ref.no. MIDC/ROT-2/AMB/RH-1/1937, has also taken note of the above change in name of the Promoters herein upon such terms and conditions as are mentioned therein

(j) It appears that Maharashtra Industrial Development Corporation vide its letter dated 14/07/2021 given its no objection for entrustment of Development Rights in favour of Ms. Mohan Developers LLP with respect to the said property

(k) It appears that by Development Agreement dated 22/03/2022 duly registered with the Office of Sub Registrar Ulhasnagar-2 at Serial No. 5024/2022, NND Ambernath LLP as the Company therein and Mohan Developers LLP as the Developer therein, the NND Ambernath LLP entrusted development rights unto and in favour of Mohan Developers LLP with respect to the an area admeasuring 26076.72 square metres out of all that piece and parcel of land bearing Plot No. RH-1 totally admeasuring 1,02,071 sq. mtrs in the Ambernath Industrial Area within the village limits of Ambernath and outside municipal council in rural area, Taluka and Registration Sub-District, Ambernath/ Ulhasnagar, District and Registration District Thane for such consideration and on the terms and conditions contained therein. Pursuant to the terms and conditions of the Development Agreement dated 22/03/022, NND Ambernath LLP have also executed a Power of Attorney dated 22/03/2022 in favour of the partners of M/s Mohan Developer LLP containing various powers and authorities for the development of the Said Property. The said Power of Attorney dated 22/03/2022 is duly registered with the Office of Sub registrar Ulhasnagar No.2 at Serial No. 5025/2022.



Sanctions and Permissions:

a) It appears that the Maharashtra Industrial Development Corporation vide its letter dated 30/07/2021 bearing No. EE/AMB/RH-1/D-20357/ of 2021 have sanctioned the building plan/s of the building to be constructed on the said property.

(ii) It appears that State Level Environment Impact Assessment Authority vide its order bearing No. SIA/MH/MIS/192874/2021 dated 05/08/2021 accorded Environment Clearance to the project under the provisions of Environment Impact Assessment Notification, 2006 and subject to the terms and conditions contained therein.

5) Litigations if any:

Shri Vasant Namdeo Sase and 20 others had filled Regular Civil Suit No. 264/2013 against Maharashtra state Industrial Development Corporation and M/s. Nisarg Nirman Developers for declaration and injunction before civil court junior division at Ulhasnagar and also filed application for Temporary Injunction on 14/08/2013. The Hon'ble Joint Civil Judge Junior Division, Ulhasnagar was pleased to issue show cause notice to the defendant thereby refused to grant ex-parte ad-interim injunction.

As Shri. Vasant Namdeo Sase and 20 others didn't proceed with the hearing of application for temporary injunction till 2/2/2019, hence the application for temporary injection u/o. 39, rule 1 and 2 pf C.P.C was disposed of by the Hon'ble Joint Civil Judge Junior Division, Ulhasnagar.

Hence, since 14/08/2013 to till date there is no injunction whatsoever granted against M/s. Nisarg Nirman Developers to restraining them from developing the land acquired from M.I.D.C in village Morivali, Talika Ambernath, District Thane and as there is no prohibitory order of injunction restraining M/s. Nisarg Nirman Developers from developing the property from M.I.D.C hence M/s. Nisarg Nirman Developers can very well carryout development on the land acquired from M.I.D.C. Further the above said suit bearing R.C.S No. 264/2013 due to disposal of application for temporary



injunction is pending for framing of issues and for filling say to application u/o 1 rule 10 of the C.P.C filed by the Plaintiffs.

It is further clarified that, for the purpose of issuance of this report I have assumed (i) the right, constitution, deeds or legal capacity of all the persons to execute documents mentioned herein, genuineness of all signatures and authenticity of all documents submitted to me as original, (ii) the accuracy and completeness of all the factual representations made in the documents (iii) physical areas of the Said Property or portion thereof on the basis of the revenue records made available and information provided to me by my client.

Hence, this Report accordingly.

All the documents are returned herewith.


Swapnil Abhyankar
Advocate

