



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

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NL/NAR/10392/1853/2025

To,
MahaRERA
6th and 7th Floor, Housefin Bhavan,
Plot No. C- 21, E Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051

LEGAL TITLE REPORT

Re: All those pieces and parcels of land admeasuring 14,027.70 square meters (as per the property register cards) and 15,789.43 square meters (as per the title documents) and bearing CTS Nos. 679, 680, 683, 683/1, 683/2, 685, 689, 690, 691, 692, 693, 694, 695, 733 and 734 of Village Vile Parle, Taluka Andheri, Mumbai Suburban District, lying, being and situated at Kripa Nagar Road, S. V. Road, Irla, Vile Parle (West), Mumbai – 400 056 (“said Land”). The said Land with the structures standing thereon is hereinafter referred to as “the said Property”.

1. We are investigating title of **CHANDAK REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 807-808, Solaris One, 8th Floor, N.S. Phadke Marg, Opposite Teli Gali, Near Regency Hotel, Andheri (E), Mumbai – 400 069 (“**the Developer**”) to develop the said Property under the applicable provisions of Regulation 33(9) of the Development Control and Promotion Regulation for Greater Mumbai, 2034 (“**DCPR**”), as amended, modified and reinstated from time to time.

(i) **Description of the said Property:**

(a) All those pieces and parcels of land admeasuring 14,027.70 square meters (as per the property register cards) and 15,789.43 square meters (as per the title documents) and bearing CTS Nos. 679, 680, 683, 683/1, 683/2, 685, 689, 690, 691, 692, 693, 694, 695, 733 and 734 of Village Vile Parle, Taluka Andheri, Mumbai Suburban District, lying, being and situated at Kripa Nagar Road, S. V. Road, Irla, Vile Parle (West), Mumbai – 400 056, along with the structures standing thereon.

(ii) **Documents of allotment of the said Property:**

(a) By and under the Development Agreement dated 19th April, 2024 (“**the said Development Agreement**”) executed by and between the Nutan Jeevan Co-operative Housing Society Limited (**therein**

and hereinafter referred to as "the said Society") of the One Part and the Developer of the Other Part (**therein referred to as 'the Developer')** and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-15/6936/2024, the said Society granted development rights with respect to said Property in favour of the Developer, in the manner as set out therein.

- (b) By and under Power of Attorney dated 19th April, 2024 and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-15/6937/2024, the said Society granted various powers and authorities with respect to development of the said Property in favour of the Developer, in the manner as set out therein.

(iii) **Revenue Records:**

We have perused Property Register Cards with respect to the land bearing CTS Nos. 679, 680, 683, 683/1, 683/2, 685, 689, 690, 691, 692, 693, 694, 695, 733 and 734 of Village Vile Parle, Taluka Andheri. Our observations on the same are set out in the Paragraph C.2 of the Compendium.

(iv) **Searches undertaken at the office of Sub-Registrar of Assurances:**

We have caused searches to be undertaken as the office of the concerned Sub-Registrar of Assurances through search clerk. In this regard, the search clerk has furnished us search report dated 20th March, 2025, details of the same are set out in the Compendium (as defined below).

(v) **Ownership of the said Property:**

As per the following documents read with the Certificate dated 30th May, 2024 issued by V. S. Associates, Architects/ Engineers & Consultants, the owner of the said Property is the said Society:

- (a) Indenture dated 31st March, 1966 executed by and between (i) Issardas Jeevatram Chandnani, (ii) Ghanshamdas J. Awatramani and (iii) Jaswatkumar Mangatram, partners of the M/s. G.A. Naraindas and Company (therein referred to as 'the Vendors') of the First Part, Vijay Manufacturing Company Private Limited (therein referred to as 'the Confirming Parties') of the Second Part and the said Society (therein referred to as 'the Society') of the Third Part and registered with the office of the Sub Registrar of Assurances at Serial No. MUM/R- 1752 of 1966.
- (b) Indenture dated 18th September, 1968 executed by and between (i) Issardas Jeevatram Chandnani, (ii) Ghanshamdas J. Awatramani and (iii) Jaswatkumar Mangatram Advani, partners of the M/s. G.A. Naraindas and Company (therein referred to as 'the Vendors') of the First Part, Vijay Manufacturing Company Private Limited (therein referred to as 'the Confirming Parties') of the Second Part and the

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said Society of the Third Part and registered with the office of the Sub Registrar of Assurances at Serial No. BND/2131 of 1968.

- (c) Indenture dated 18th September, 1968 executed by and between (i) Issardas Jeevatram Chandnani, (ii) Ghanshamdas J. Awatramani and (iii) Jaswatkumar Mangatram, partners of the M/s. G.A. Naraindas and Company (therein referred to as 'the Vendors') of the First Part, Vijay Manufacturing Company Private Limited (therein referred to as 'the Confirming Parties') of the Second Part and the said Society of the Third Part and registered with the office of the Sub Registrar of Assurances at Serial No. BND/2132 of 1968.
2. On perusal of the above documents and the other relevant documents as set out in **Annexure "1"**, and subject to above including the (i) contents of Paragraph C.2 of the Compendium including updation of property register cards of the said Land as set out in Paragraph C.2(c) of the Compendium, (ii) the said Mortgage (as detailed in the Compendium) (iii) litigations as set out in Paragraph C.7 of the Compendium, (iv) payment of the outstanding property taxes, as set out in Paragraph C.14 of the Compendium, and (v) terms of all the approvals and permissions obtained / to be obtained for the development of the said Property, we are of the opinion that the said Society viz. Nutan Jeevan Co-operative Housing Society Limited is the owner of the said Land and title of the Developer to develop the said Property in accordance with the said Development Agreement is clear and marketable.
3. The Compendium on Title dated 25th March, 2025 ("**Compendium**") reflecting the flow of title of the Developer with respect to development of the said Property is enclosed herewith as **Annexure "1"**. This Legal Title Report must be read together with all that is stated in the **Annexure "1"**.

Dated this 25th day of March, 2025.

For Wadia Ghandy & Co.



Partner

Encl: **Annexure "1"** (Compendium dated 25th March, 2025)



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Annexure "1"

(To the Legal Title Report dated 25th March, 2025)

COMPENDIUM ON TITLE

Re: All those pieces and parcels of land admeasuring 14,027.70 square meters (as per the property register cards) and 15,789.43 square meters (as per the title documents) and bearing CTS Nos. 679, 680, 683, 683/1, 683/2, 685, 689, 690, 691, 692, 693, 694, 695, 733 and 734 of Village Vile Parle, Taluka Andheri, Mumbai Suburban District, lying, being and situated at Kripa Nagar Road, S. V. Road, Irla, Vile Parle (West), Mumbai – 400 056 ("said Land"). The said Land with the structures standing thereon is hereinafter referred to as "the said Property". The said Land is more particularly described in the Schedule hereunder written.

A. INTRODUCTION

1. We are investigating title of **CHANDAK REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 807-808, Hubtown Solaris, 8th Floor, N.S. Phadke Marg, Opposite Teli Gali, Near Regency Hotel, Andheri (E), Mumbai – 400 069 ("**the Developer**") to undertake development of the said Property pursuant to the said Development Agreement (as defined below) executed by Nutan Jeevan Co-operative Housing Society Limited, a Co-operative Housing Society, registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/982 of 1965 and having its registered office at Kripa Nagar, S. V. Road, Irla, Vile Parle (West), Mumbai – 400 056 ("**the said Society**") in favour of the Developer.

B. STEPS

1. With respect to the investigation of title, we have undertaken the following steps:
 - (a) Inspected the original title deeds and documents with respect to the said Property, a list whereof is annexed hereto as **Annexure "A"**.
 - (b) Perused copies of the deeds, documents, and writings with respect to the said Property, a list whereof is annexed hereto as **Annexure "B"**.

- (c) Caused search clerk Mr. Ashish Jhaveri to undertake searches at the office of the concerned Sub-Registrar of Assurances for a period of 69 years from 1955 to 2025. We have relied on the Search Report dated 20th March, 2025 issued by Mr. Ashish Jhaveri, details whereof are set out in the Paragraph C.10.
- (d) Caused Jayshree Dagli & Associates to undertake searches of the Developer at the Registrar of Companies. We have relied on the Report dated 12th March, 2025 issued by Jayshree Dagli & Associates, in this regard, detailed at Paragraph C.11.
- (e) Caused the Simply CERSAI to undertake online CERSAI Searches of the said Land. We have relied on the Report dated 16th March, 2025 issued by Simply CERSAI, in this regard, detailed in the Paragraph C.12.
- (f) The Developer has furnished us a Declaration dated 25th March, 2025 pertaining to various facts in relation to the said Property ("**the Declaration**"). We have assumed the contents of the Declaration to be true and correct and have relied on the same.
- (g) We have been provided with a Certificate dated 30th May, 2024 ("**the said Certificate**") issued by V. S. Associates, Architects/ Engineers & Consultants ("**the Licensed Surveyor**"). We have assumed the contents of the said Certificate to be true and correct and have relied on the same for the purposes of issuance of this Report on Title.
- (h) We have issued Public Notices ("**the said Public Notices**") in the following newspapers:
- (i) The Times of India (English) in its Mumbai Edition dated 25th January, 2024; and
- (ii) The Maharashtra Times (Marathi) in its Mumbai Edition dated 25th January, 2024.

C. **OBSERVATIONS**

1. **Title:**

- (a) By and under Indenture dated 31st March, 1966 ("**First Conveyance Deed**") executed by and between (i) Issardas Jeevatram Chandnani, (ii) Ghanshamdas J. Awatramani and (iii) Jaswatkumar Mangatram, partners of the M/s. G.A. Naraindas and Company (therein referred to as 'the Vendors') of the First Part, Vijay Manufacturing Company Private Limited (therein referred to as 'the Confirming Parties') of the Second Part and the said SocEiety (therein referred to as 'the Society') of the Third Part and registered with the office of the Sub Registrar of Assurances at Serial No.

MUM/R- 1752 of 1966, the Vendors therein, at the direction of the Confirming Parties therein, granted and conveyed all those pieces and parcels of land admeasuring 9,136 square yards equivalent to 7,638.86 square meters bearing Survey No. 217A Hissa No. 1 (part), Survey No. 218 Hissa No. 11, 24, 26, 27 and 28 of Village Vile Parle ("**First Conveyance Land**"), in favour of the said Society, in the manner as set out therein.

- (b) By and under an Indenture dated 18th September, 1968 ("**Second Conveyance Deed**") executed by and between (i) Issardas Jeevatram Chandnani, (ii) Ghanshamdas J. Awatramani and (iii) Jaswatikumar Mangatram Advani, partners of the M/s. G.A. Naraindas and Company (therein referred to as 'the Vendors') of the First Part, Vijay Manufacturing Company Private Limited (therein referred to as 'the Confirming Parties') of the Second Part and the said Society of the Third Part and registered with the office of the Sub Registrar of Assurances at Serial No. BND/2131 of 1968, the Vendors therein, at the direction of the Confirming Parties therein, granted, conveyed, assigned, assured, and transferred all those pieces and parcels of (I) land admeasuring 5,056 square yards equivalent to 4,226.81 square meters bearing Survey No. 218 Hissa No. 15, 18, 21, 22, 23 and 25 of Village Vile Parle and (II) land admeasuring 3,542 square yards equivalent to 2,961.11 square meters bearing Survey No. 216 Hissa No. 1 (part) and 4 (part) of Village Vile Parle ("**Second Conveyance Land**"), in favour of said the said Society, in the manner as set out therein.
- (c) By and under an Indenture dated 18th September, 1968 ("**Third Conveyance Deed**") executed by and between (i) Issardas Jeevatram Chandnani, (ii) Ghanshamdas J. Awatramani and (iii) Jaswatikumar Mangatram, partners of the M/s. G.A. Naraindas and Company (therein referred to as 'the Vendors') of the First Part, Vijay Manufacturing Company Private Limited (therein referred to as 'the Confirming Parties') of the Second Part and the said Society of the Third Part and registered with the office of the Sub Registrar of Assurances at Serial No. BND/2132 of 1968, the Vendors therein, at the direction of the Confirming Parties therein, granted, conveyed, assigned, assured, and transferred all those pieces and parcels of land admeasuring 1150 square yards equivalent to 961.40 square meters bearing Survey No. 218 Hissa No. 19 of Village Vile Parle ("**Third Conveyance Land**"), in favour of the said Society, in the manner as set out therein.
- (d) The Licensed Surveyor has vide the said Certificate certified that the First Conveyance Land, the Second Conveyance Land and the Third Conveyance Land corresponds to the said Land.
- (e) By and under the Development Agreement dated 19th April, 2024 ("**the said Development Agreement**") executed by and between the said Society (therein referred to as 'the Society') of the One Part and the Developer of the Other Part (therein referred to as 'the Developer') and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-15/6936/2024,

the said Society granted development rights with respect to said Land in favour of the Developer, in the manner as set out therein.

- (f) By and under Power of Attorney dated 19th April, 2024 and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-15/6937/2024, the said Society granted various powers and authorities with respect to development of the said Land in favour of the Developer, in the manner as set out therein.

2. **Property Register Cards:**

- (a) We have been provided with the Property Register Cards of the said Land all dated 5th September, 2023 ("the said PR Cards") and the same inter-alia reflects as follows:

Sr. No.	CTS Nos.	Area (in square meters)	Tenure	Holder
1.	679	191.80	Agricultural	-
2.	680	224.90	Agricultural	-
3.	683	1911.50	C-1	Pallonji Pestanji Sidhwa
4.	683/1	16.90	C-1	Pallonji Pestanji Sidhwa
5.	683/2	16.90	C-1	Pallonji Pestanji Sidhwa
6.	685	1354.60	Agricultural	-
7.	689	1129.90	Agricultural	-
8.	690	2830.90	Agricultural	-
9.	691	208.40	Agricultural	-
10.	692	735.00	Agricultural	-
11.	693	658.10	Agricultural	-
12.	694	1654.50	Agricultural	-
13.	695	660.50	Agricultural	-
14.	733	1657.60	Agricultural	-
15.	734	776.20	Agricultural	-
Total		14,027.70		

- (b) Total area of the said Land as per the said PR Cards is 14,027.70 square meters, however, as per the First Conveyance Deed, the Second Conveyance Deed and the Third Conveyance Deed the area of the said Land is 15,789.43 square meters.
- (c) The name of the said Society is not reflected as owners in the said PR Cards. The Developer has declared that the same is in the process of



update. We have not perused and have commented on any other revenue records with respect to the said Land and this Report is subject to the same.

3. **Approvals and Permissions**

- (a) The High-Power Committee in its 49th Meeting held on 1st March, 2024 granted its approval on various aspects regarding the manner of development of the land admeasuring 13,321.35 square meters net plot area and encroachment area admeasuring 443.12 square meters and bearing CTS Nos. 679, 680, 683, 683/1, 683/2, 685, 689, 690, 691, 692, 693, 694, 695, 733 and 734 of Village Vile Parle, under the provisions of Regulation 33(9) of the Development (Control and Promotion) Regulations for Greater Mumbai, 2034 ("DCPR"), in the manner and on the terms and conditions as set out therein.
- (b) By and under a Letter dated 13th March, 2024 addressed by the High Power Committee to the Urban Development Department, Government of Maharashtra, the High Power Committee submitted the proposal to the Urban Development Department, Government of Maharashtra for approval of proposed cluster development scheme under the provisions of Regulation 33(9) of DCPR.
- (c) By and under a Letter dated 5th April, 2024 bearing Reference No. TPB-4324/388/Pr.Kra.43/2024/Navi-11 addressed by the Government of Maharashtra to Municipal Corporation of Greater Mumbai ("MCGM") accorded its permission for the development of the said Land under the provisions of Regulation 33(9) of DCPR as a cluster redevelopment scheme, in the manner and on the terms and conditions as set out therein.
- (d) By and under Letter dated 24th May, 2024 bearing Reference No. P-21612/2024(679 and other)/K/W Ward/Vile Parle-K/W read with Letter dated 23rd November, 2024 bearing Reference No. P-21612/2024(679 and other)/K/W Ward/Vile Parle-K/W/CFO/1/Amend, Mumbai Fire Brigade, MCGM has granted its provisional fire safety approval for proposed amendment in the proposed cluster development scheme under the provisions of Regulation 33(9) of DCPR, with respect to the proposed construction of high rise residential buildings comprising of 2 towers designated as North Tower and South Tower on the said Land, in the manner as and on the terms and conditions as set out therein.
- (e) By and under a Letter dated 31st May, 2024 bearing Reference No. Ch.E./D.P/4086/WS the Director (Engineering, Services & Projects) Member Secretary, High Power Committee issued the letter of intent for development of the land bearing CTS Nos. 679, 680, 683, 683/1, 683/2, 685, 689, 690, 691, 692, 693, 694, 695, 733 and 734 of Village Vile Parle, under the provisions of Regulation 33(9) of DCPR, in favour of the Developer, in the manner and on the terms and conditions as set out therein.

- (f) MCGM has issued Intimation of Disapproval dated 13th June, 2024 bearing Reference No. P-21612/2024(679 and other)/K/W/IOD/1/New in respect of construction of the new buildings on the said Land under the proposed cluster development scheme under the provisions of Regulation 33(9) of DCPR, in the manner and on the terms and conditions as set out therein.
- (g) The Developer has declared that the Developer is in the process of obtaining further approvals and permissions for the development of the said Property.

4. **Mortgages**

- (a) By and under a Deed of Mortgage dated 5th July, 2024 ("**the said Mortgage Deed**") executed by and between the Developer (therein referred to as 'Borrower' or 'Mortgagor') of the One Part and Arka Fincap Limited (therein referred to as the 'Lender' or 'Mortgagee') of the Other Part and registered with the office of the Sub-Registrar of Assurances at Serial No. BDR-17/11840 of 2024, the Developer has created first and exclusive mortgage over the Mortgaged Properties (defined therein) in favour of the Mortgagee therein, to secure the repayment of loan advanced by the Mortgagee therein ("**the said Mortgage**"), in the manner and on the terms and conditions as set out therein.
- (b) Save and except the said Mortgage, as on date, the Developer has declared that the Developer has not created any other mortgages and / or encumbrances with respect to the rights of the Developer in the said Property and / or development thereof.

5. **Third Party Rights**

- (a) The Developer has declared that the Developer has not created any third party rights with respect to the rights of the Developer in the said Property and / or development thereof.

6. **RERA**

- (a) The Developer has declared that the project of development of the said Land is not yet registered as a 'real estate project' with Maharashtra Real Estate Regulatory Authority ("**MAHARERA**") under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**").

7. **Litigation**

- (a) Suit No. 220 of 2014 filed before the Hon'ble High Court of Bombay:

- (i) Anchor Buildcon Private Limited ("**Anchor Buildcon**") filed Suit No. 220 of 2014 filed before the Hon'ble High Court of Bombay against the Society. The Complaint inter-alia reflects as follows:
- a. Pursuant to a Resolution passed in the Special General Body Meeting held by the Society on 12th June, 2011, which was presided by the Authorised Representative from the Office of the Deputy Registrar Co-operative Housing Societies, the said Society resolved to appoint Anchor Buildcon as the developer for the said Property.
 - b. Vide Letter dated 21st June, 2011, Anchor Buildcon inter-alia acknowledged its appointment as the developer and set-out the final terms of the development of the said Property, in the manner as set out therein.
 - c. Vide Letter dated 14th May, 2012, Anchor Buildcon inter-alia revised the terms of the development of the said Property, in the manner as set out therein.

The Plaintiffs have *inter-alia* prayed for the following:

- d. For a declaration that the contract between Anchor Buildcon and the Society as contained in the Letter dated 12th June, 2011, read with the Letter dated 14th May, 2012 is valid, binding and subsisting.
 - e. Defendant therein i.e. the Society be ordered and decreed by the Hon'ble Court to specifically perform the contract contained in the Letter dated 12th June, 2011 read with the Letter dated 14th May, 2012.
 - f. The said Society be ordered and decreed to execute all deeds, documents including a Development Agreement and Power of Attorney in favour of Anchor Buildcon.
- (ii) The said Society has inter-alia filed Written Statement in the captioned Suit inter-alia stating as follows:
- a. The said Society had terminated the appointment of Anchor Buildcon vide a Resolution dated 12th August 2012.
 - b. The correspondence exchanged between the parties thereto shall indicate that there was no concluded contract arrived at between the parties and the parties were at the mere stage of negotiations.
- (iii) The status of the captioned Suit on the website of the Hon'ble High

Court of Bombay is reflected as pending.

- (iv) The Developer is not a party to the captioned Suit and the grant of the development rights in favour of the Developer is not the subject matter of this dispute.
- (b) S. C. Suit No. 1407 of 2024 filed before the City Civil Court at Dindoshi
- (i) (1) Kailash Popatlal Shah and (2) Abhay Kailash Shah filed S. C. Suit (L) No. 5553 of 2024 before the City Civil Court at Dindoshi against (1) Devraj Talwar, (2) Kamal Devraj Talwar, (3) Manju Seth, (4) Ishwar Chand Talwar, (5) the said Society and (6) the Developer inter-alia praying an order and declaration that the Plaintiffs therein have acquired right, title and interest in Flat No. 4 of the said Society by adverse possession.
- (ii) From perusal of the papers provided to us, it appears that The S. C. Suit No. 1407 of 2024 is an inter se dispute between Occupants (Plaintiffs), the member and the Society and no adverse orders have been passed therein till date. The S. C. Suit No. 1407 of 2024 is pending. The Developer has declared that the Plaintiffs therein have handed over quiet, vacant and peaceful possession of the suit premises to the Developer, to undertake development of the said Property.
- (iii) The grant of the development rights in favour of the Developer is not the subject matter of this dispute.
- (c) Search Report reflects Notice of Lis-Pendency dated 31st March 1970 filed by Dhankore Wd/o Parmanand Vallabhaji Shah and registered with the Office of the Sub Registrar of Assurances under Serial No. BND/782/1970 with respect to the Suit No. 1146 of 1969 filed in the Hon'ble Bombay High Court filed by Dhankore Wd/o Parmanand Vallabhaji Shah against (1) M/s. G. A. Naraindas & Co., (2) Issardas Jivatram Chandnani, (3) Ghanshyamdas Jeevatram Awatramani, (4) Jaswantkumar Mangatram Advani and (5) the said Society seeking reliefs of specific performance of an agreement for sale with respect to land bearing Survey No. 218 Hissa No. 19 admeasuring 961.50 square meters. The list of pending litigations annexed to the Development Agreement does not reflect the same as pending. Further, the litigation searches conducted by us do not reflect this litigation. Hence, it appears that this suit has been disposed off. We have not perused papers and proceedings with respect to this litigation.

8. **Public Notice**

- (a) We have not received any objections to the said Public Notices.

9. Development Plan Remarks

- (a) We have perused a copy of the Development Plan Remarks of 2034 dated 18th September, 2023 bearing Ref. No. CHE/DP34202309111486896 issued by MCGM with respect to land bearing 679, 680, 683, 685, 689, 690, 691, 692, 693, 694, 695, 733 and 734 of Village Vile Parle, and the same inter-alia reflects as follows:
- (i) The land falls under residential zone.
 - (ii) The roads affecting the land are 13.4 meters proposed road and 13.4 meters proposed road widening.
 - (iii) The reservations affecting the land are ROS1.5 (Garden / Park) (part of larger reservation) (734:155.51 square meters).
 - (iv) The existing amenities affecting the land viz., ET1.6 (PT) (Public Parking Lot) (Part of larger existing amenities) (734: 7.18 square meters) and EPU4.2 (Telephone Exchange) (Part of larger existing amenities) (683:704.18 square meters and 684:1225.45 square meters).
 - (v) The existing amenities affecting the land [Excluded Portion] viz., EP NO: EP-KW91 (Affected Area- 734: 7.190 square meters).
- (b) The Licensed Surveyor has vide the said Certificate certified that the land bearing CTS Nos. 683/1 and 683/2 are also covered in the aforesaid Development Plan Remarks of 2034 dated 18th September, 2023.

10. Searches at the office of the Sub-Registrar of Assurances

- (a) We have caused searches to be undertaken as the office of the concerned Sub-Registrar of Assurances through search clerk. In this regard, the search clerk has furnished us search report dated 20th March, 2024 ("**Sub-Registrar Search Report**"). The Sub-Registrar Search Report has reflected the instruments as listed in **Annexure "C"** hereto.
- (b) The Developer has declared that the documents as setout at Serial Nos. 3, 6, 7 and 8 of the **Annexure "C"** do not pertain to the said Property and/or the development thereof.
- (c) The Licensed Surveyor has vide the said Certificate certified that the documents as setout at Serial Nos. Serial Nos. 3, 6, 7 and 8 of the **Annexure "C"** do not pertain to the said Land and/ or the development thereof.

11. Registrar of Companies

- (a) We have caused searches to be undertaken at the office of the Registrar of Companies with respect to the Developer. In this regard, we have obtained Report dated 12th March, 2025 issued by Jayshree Dagli & Associates. Save and except for the said Mortgage, there are no other charges reflected in the aforesaid Report dated 12th March, 2025 with respect to the said Property.

12. **CERSAI Searches**

- (a) We have caused online CERSAI searches of the said Land. In this regard we have obtained report for the said Land dated 16th March, 2025 ("**CERSAI Report**"). Save and except the charge of Arka Fincap Limited, there are no other charges reflected thereon with respect to the said Land. The Developer has declared that the aforesaid charge is created under the said Mortgage Deed.

13. **Property Tax**

- (b) The total property tax payable with respect to the said Property is an amount of Rs. 7,71,430/- (Rupees Seven Lakh Seventy One Thousand Four Hundred and Thirty only), out of which an amount of Rs. 5,00,516/- (Rupees Five Lakh and Five Hundred and Sixteen only) has been paid and the balance amount of Rs.2,70,914/- (Rupees Two Lakh Seventy Thousand Nine Hundred and Fourteen only) is outstanding. As per the terms of the said Development Agreement, the aforesaid outstanding amount of Rs.2,70,914/- (Rupees Two Lakh Seventy Thousand Nine Hundred and Fourteen only) payable towards the property tax is to be paid by the said Society.

D. **CONCLUSION**

- (a) Subject to all that is stated herein above we are of the opinion that the title of the Developer to develop the said Property in accordance with the said Development Agreement is clear and marketable, subject to (i) the said Mortgage as set out in Paragraph C.4, (ii) litigations as set out in Paragraph C.7, and (iii) terms of all the approvals and permissions obtained / to be obtained by the competent authorities, for the development of the said Property. Further, contents of Paragraph C.2 including updation of the said PR Cards as set out in Paragraph C.2(c) needs to be undertaken and payment of the outstanding property taxes, as set out in Paragraph C.13.

THE SCHEDULE REFERRED TO HEREINABOVE

(Description of the said Land)

All those pieces and parcels of land admeasuring 14,027.70 square meters (as per the property register cards) and 15,789.43 square meters (as per the title documents) and bearing CTS Nos. 679, 680, 683, 683/1, 683/2, 685, 689, 690, 691, 692, 693, 694, 695,

WADIA GHANDY & Co.

733 and 734 of Village Vile Parle, Taluka Andheri, Mumbai Suburban District, lying, being and situated at Kripa Nagar Road, S. V. Road, Irla, Vile Parle (West), Mumbai – 400 056 and bounded by as follows:

- On the North by : CTS Nos. 681, 682, 678, 671 and 696 of Village Vile Parle (West);
- On the South by : CTS Nos. 688, 744, 742/A, 742/B and 742/C of Village Vile Parle (West);
- On the East by : CTS Nos. 697, 729, 730 and 732 of Village Vile Parle (West);
and
- On the West by : Partly CTS Nos. 684, 686 and 687 of Village Vile Parle (West) and partly by the S. V. Road Vile Parle (West).

DATED THIS 25TH DAY OF MARCH, 2025

For Wadia Ghandy & Co.


Partner

Housiey.com