

To,
MAHARERA,
Housefine Bhavan, Near RBI,
Plot No. C-21, E – Block,
Bandra Kurla Complex
Bandra Kurla East, Mumbai 400 051.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to property as follows:

All those pieces and parcels of land bearing CTS Nos. 2/4, 2/5, 2/11, 2/7B and 2/2/A/3 and bearing Plot Nos. 5, 9 and 10 and admeasuring in aggregate 16101.40 square meters of Village Malad, Taluka South Salsette (formerly known) in the Registration District of Bombay City and Bombay Suburban District and situated, lying and being at Navy colony Liberty Garden, Malad, Mumbai- 400 064 and as more particularly described in **Schedule** hereunder written.

1. We have investigated the title of The Nau Sanrakshan Co-operative Housing Society Limited ("**Society**") and development rights of the Mahindra Lifespace Developers Limited ("**Mahindra**") to the Property at the request of Mahindra and have perused the following documents:

(1) Description of the property:

All those pieces and parcels of land bearing Plot No.5, 9 and 10 and bearing (i) CTS No.2/4, admeasuring 9141.3 square meters (as per the PRC) and 9296.30 square meters (as per the Deed of Conveyance); (ii) CTS No.2/5 admeasuring 1744.7 square meters (as per the PRC) and 1671.60 square meters (as per the Deed of Conveyance); (iii) CTS No.2/11 admeasuring 1544.4 square meters (as per the PRC) and 1575.85 square meters (as per the Deed of Conveyance) admeasuring in aggregate 12430.4 square meters (as per the PRC) and 12,543.75 square meters (as per Deed of Conveyance (as defined hereinunder), (iv) CTS No.2/7B admeasuring 2460.2 square meters; and (v) CTS No.2/2/A/3 admeasuring 1210.80 square meters, aggregating to 16101.40 square meters (as per Property Register Card), of Village





1

Malad, Taluka South Salsette (formerly known) in the Registration District of Bombay City and Bombay Suburban District and situated, lying and being at Navy colony Liberty Garden, Malad, Mumbai- 400 064 (hereinafter referred to as "the Property").

(2) Documents in respect of the Property:

- a. Agreement dated 5th January 1968, executed by and between Gulamali Shakoor Moorani and 3 others and Smt. Laxmibai Bhavsar and 2 others.
- b. Agreement for Sale dated 30th April, 1970, executed by and between Gulamali Shakoor Moorani and 3 others and M/s. Ajanta Traders;
- c. Agreement for Sale dated 30th April 1970, executed by and between M/s. Ajanta Traders and Nau Sanrakshan Co-operative Housing Society Ltd.
- d. Letter dated 20th March, 1971 bearing reference No. CE/93/8511/LOP issued by Municipal Corporation of Greater Mumbai in favour of M/s. Ajanta Traders.
- e. Indenture dated 27th March 1971, registered with the Sub – Registrar of Assurances at Sr. No. 560 of 1971.
- f. Deed of Conveyance dated 27th May, 1972, executed by and between Gulamali Shakoor Morani, Amirali Shakoor, Ali Gulamali Shakoor and Syed Ahmed Sufriulia and Smt. Laxmibai Bhavsar and 2 others.
- g. Deed of Conveyance dated 17th August, 1972 executed by and between M/s. Noble Constructions and Smt. Laxmibai Bhavsar and 2 others.
- h. Deed of Conveyance dated 17th August, 1972 executed by and between M/s. Noble Constructions and Smt. Laxmibai Bhavsar and 2 others.
- i. Deed of Conveyance dated 24th August, 1972 registered with the Sub-Registrar of Assurances under No. 4635 of 1972.
- j. Deed of Indemnity executed by M/s. Noble Constructions in favour of Smt. Laxmibai Bhavsar and 2 others.
- k. Suit No. 4222 of 1976 filed by M/s. Noble Constructions against Nau Sanrakshan Co-operative Housing Society in the Bombay City Civil Court at Bombay.
- l. Consent Terms dated 7th March, 1977 filed in Suit No. 4222 of 1976 before the Bombay City Civil Court.

R



2

- m. Suit No. 1638 of 1982 filed by M/s. Noble Constructions against Nau Sanrakshan Co-operative Housing Society in the Bombay City Civil Court at Bombay.
- n. Order dated 26th October, 1982 in Appeal No. 652 of 1982 passed by the Hon'ble High Court of Bombay.
- o. L.C. Suit No. 7083 of 1982 filed by Nau Sanrakshan Co-operative Housing Society against M/s. Noble Constructions and MCGM in the Bombay City Civil Court.
- p. Consent Terms dated 25th March, 1985 filed in Suit No. 7083 of 1982 before the Bombay City Civil Court.
- q. Order dated 22nd March, 2016 bearing reference No. C/Karya-7A/LND/Po.V./S.R.B./5240 passed by the office of the Collector, Mumbai City.
- r. Development Agreement dated 27th October, 2023, registered with the office of Sub-Registrar of Assurances bearing S. No. BRL-22688 of 2023.
- s. Special Power of Attorney dated 22nd October, 2023, duly registered with the office of Sub-Registrar of Assurances at Borivali-6 under Serial No. 22698 of 2023.
- t. 7/12 Extracts in respect of Gat Nos. 483/1/2, 483/3/2 and 484/2.
- u. The Property Register Card for CTS Nos. 2/4, 2/5, 2/7B, 2/11 and 2/2A.
- v. Kami Jasta Patrak in respect of land bearing Survey No.483/1, Survey No.483/1/2, CTS No.2, Survey No.484 and CTS No.758.

(3) Property Card:

Extract of the Property Register Cards in respect of the Property issued by the concerned authority.

(4) Search Report:

Search Report dated 10th June 2023 issued by Search Clerk Sameer M. Sawant and Report dated 15th April, 2025 issued by Search Clerk Satyajeet Gangurde.

e



2. On perusal of the abovementioned documents and all other documents relating to the title of the Property, we are of the opinion that the title of The Nau Sanrakshan Co-operative Housing Society Limited and development rights of the of Mahindra ("Developer") is clear and marketable and without any encumbrances:

Owner of the Property:

The Nau Sanrakshan Co-operative Housing Society Limited as owner and Mahindra Lifespace Developers Limited as developer of all those pieces and parcels of land bearing Plot no. 5, 9 and 10 and bearing (i) CTS No. 2/4, admeasuring 9141.3 square meters (as per the PRC) and 9296.30 square meters (as per the Deed of Conveyance); (ii) CTS No. 2/5 admeasuring 1744.7 square meters (as per the PRC) and 1671.60 square meters (as per the Deed of Conveyance); (iii) CTS No. 2/11 admeasuring 1544.4 square meters (as per the PRC) and 1575.85 square meters (as per the Deed of Conveyance) admeasuring in aggregate 12430.4 square meters (as per the PRC) and 12,543.75 square meters (as per Deed of Conveyance (as defined hereinunder), (iv) CTS No. 2/7B admeasuring 2460.2 square meters; and (v) CTS No. 2/2/A/3 admeasuring 1210.80 square meters, aggregating to 16101.40 square meters (as per Property Register Card), of Village Malad, Taluka South Salsette (formerly known) in the Registration District of Bombay City and Bombay Suburban District and situated, lying and being at Navy colony Liberty Garden, Malad, Mumbai- 400 064 (hereinafter referred to as "the Property").

3. The report reflecting the title flow of the Property is enclosed herewith as Annexure A.

Encl: Annexure



TATVA LEGAL MUMBAI
PARTNER

Dated: 20th April, 2025.



4

ANNEXURE A

(Format A - Circular Number 28 of 2021)

A. FLOW OF TITLE:

1. It appears that on or before 5th January 1968, one Smt. Laxmibai Bhavsar and two others ("**Bhavsar Family**") were well and sufficiently entitled to the land admeasuring approximately 13 Acres i.e., 52,607.41 square meters at Malad (W), Malad District, bearing Old Survey Nos. 13, 14, and 11, New Survey No. 483, Hissa No. 1, 2 and 3, New Survey No. 484, New Survey No. 479 Hissa No. 1 (p) and New Survey No. 504 (p) ("**the Larger Land**").

Note:

*Title documents to show how Bhavsar Family became entitled to the Larger Land are not available. We have gathered this information from the Suit papers furnished to us in L.C. Suit No. 7083 of 1982 ("**said Suit**"), filed by Nau Saurakshan Co-operative Housing Society Limited against the Municipal Corporation of Greater Mumbai and Anr.*

2. By and under an Agreement dated 5th January 1968, Gulamali Shakoor Moorani and 3 others (Gulamali Shakoor was the tenant of Bhavsar Family in respect of the Larger Land) agreed to purchase the Larger Land from the Bhavsar Family.

Note:

Copy of the aforesaid Agreement is not available. The reference about the said Agreement having been executed appears in the papers and proceedings pertaining to the said Suit.



5

3. By and under an Agreement for Sale dated 30th April, 1970, Gulamali Shakoor Moorani and 3 others ("Mooranis") agreed to sell a portion of the land admeasuring 36,381 square yards equivalent to 30,742 square meters out of the Larger Land bearing New Survey Nos. 483 Hissa Nos. 1, 2, and 4 and 484 (p) of Village Malad to M/s. Ajanta Traders ("Ajanta Traders Land").

Note:

Copy of the aforesaid Agreement for Sale is not available. Reference has been made about this Agreement in the papers of the said Suit, as well as in the Deed of Conveyance dated 27th March, 1971.

4. By and under an Agreement for Sale dated 30th April 1970, M/s. Ajanta Traders agreed to sell to the Nau Sanrakshan Co-operative Housing Society Ltd. ("Society"), the land admeasuring 14933 square yards i.e. equivalent to 12,543.75 square meters out of the Ajanta Traders Land, bearing New Survey Nos. 483, Hissa No.1 (p), 2 (p) and 3 (p), 484 (p).

Note:

Copy of the aforesaid Agreement for Sale is not available. Reference has been made about this Agreement in the papers of the said Suit as well as in the Deed of Conveyance dated 27th March, 1971.

5. M/s. Ajanta Traders had submitted a plan on 28th December 1970 to the Municipal Corporation of Greater Mumbai (with the consent of its predecessors-in-title) for sub-division of the Ajanta Traders Land, which constituted Plot Nos. 1 to 10, 60' D.P. Road, 30' access road and other public reservations. In the sub-divided plan, the Society Land was designated as Plot Nos. 5, 9 and 10. The sub-division of the Ajanta Traders Land was approved by the Municipal Corporation of Greater Mumbai by its letter dated 20th March, 1971, bearing No.



CE/93/8511/LOP, subject to the terms and conditions stated therein ("the Sub-Division Order").

Note:

Copy of the Sub-Division Order passed by the MCGM is not available. The reference of this order appears in the Deed of Conveyance dated 24/08/1972 (Registration No. 4635 of 1962). The reference of such plan having been submitted by M/s. Ajanta Traders appears in the papers of the said Suit. It further appears that M/s. Ajanta Traders gave an undertaking dated 23rd March, 1971 to the Municipal Commissioner that they would comply with the terms and conditions of the Sub-Division Order and the said Undertaking dated 23rd March, 1971 was registered with the Sub – Registrar of Assurances under No. 1236 of 1971 on 3rd June, 1971.

6. By and under an Indenture dated 27th March 1971, registered with the Sub – Registrar of Assurances at Sr. No. 560 of 1971, executed by and between Ms. Laxmibai daughter of Laxman Bhavsar, Mr. Karsandas Narandas Bhavsar and Babubhai Narandas Bhavsar as the Vendors therein of the One Part, Gulamali Sakoor Morani as the First Confirming Party therein of the Second Part, Amirali Gulamali Shakoor and Ali Gulamali Shakoor and Syed Ahmed Saprulla as the Second Confirming Party of the Third Part, Nissim Samuel, sole proprietor of M/s. Ajanta Traders as the Third Confirming Party of the Fourth Part and Nau Sanrakshan Co-operative Housing Society Ltd. as the Purchaser therein of the Fifth Part, the Vendors therein sold transferred and conveyed to the Society, the land bearing New Survey Nos. 483 (1) (p), 483 (2) (p), 483 3 (p) and 484 (p), Plot Nos. 5, 9, and 10, in aggregate admeasuring approximately 12,543.75 square meters of Village Malad and being more particularly described in the Third Schedule therein, for the consideration and on the terms and conditions stated therein ("Society Land").



7

e

7. It appears from the papers of the said Suit that by and under two Deeds of Conveyance, both dated 17th August, 1972, M/s. Noble Constructions purchased from Bhavsar Family Plot Nos.1, 3, 4, 6 to 8 and the land required for construction of 30' road.
8. By a Deed of Conveyance dated 27th May, 1972, Gulamali Shakoor Morani, Amirali Shakoor, Ali Gulamali Shakoor and Syed Ahmed Sufurlia purchased from the Bhavsar Family various parcels of land admeasuring about 11,027.78 square meters. These parcels of land were allocated for public reservations such as land required for the D.P. road, recreation space, public hospital and sub-station. By and under a Deed of Conveyance dated 24th August, 1972, registered with the Sub-Registrar of Assurances under No. 4635 of 1972, M/s. Noble Construction purchased the said area of 11,027.78 square meters described in Schedules 1 to 8 annexed thereto from Gulamali Shakoor Morani, Amirali Shakoor, Ali Gulamali Shakoor and Syed Ahmed Sufurlia.
9. Noble Constructions had executed a Deed of Indemnity in favour of the Bhavsar Family whereby they had undertaken that they would abide by the terms and conditions of the Sub-Division Order.

Note:

Copy of this undertaking is not available. Reference of this undertaking appears in the papers of the said Suit.

10. Noble Constructions filed a suit bearing no. 4222 of 1976 ("**Suit-4222**") in the Bombay City Civil Court at Bombay ("**Hon'ble Court**") against the Society alleging that the Society had trespassed on Noble Constructions Land and sought interim reliefs therein. In the meanwhile, the Society procured occupation certificates, of various buildings constructed on the Society Land.
11. The said Suit No. 4222 of 1976 was settled vide Consent Terms dated March 07, 1977, filed before the Bombay City Civil Court ("**Consent Terms -1**").



8

A handwritten signature in blue ink, appearing to be a stylized 'P' or similar character.

12. Despite the undertakings contained in the aforesaid Consent Terms-1:
(i) Noble Constructions did not complete construction of any portion of the D.P. Road till about March 1982 due to which the Society was deprived of the grant of the BCC; and (ii) Noble Constructions committed breaches of their obligations arising under Consent Terms-1 and the Conditions to the Sub-division Order. In addition thereto, Noble Constructions failed to settle the figures of the proportionate share in the additional FSI to be divided between them and the Society.
13. Noble Constructions on March 27, 1982 filed another suit being Suit No. 1638 of 1982 ("**Suit-1638**") in the Hon'ble Court against the Society wherein Noble Constructions sought permanent and interim orders of injunction to restrain the Society from obstructing Noble Constructions from carrying out the construction.
14. Thereafter, Noble Constructions allotted to the Society 436 (Four Thirty-Six) square meters of additional FSI as against more than 3000 (Three Thousand) square meters of additional FSI which the Society was entitled to enjoy under the terms and conditions of the Consent Terms-1.
15. The Hon'ble Court granted interim relief as prayed for by Noble Constructions.
16. Unsatisfied with the order granted by the Hon'ble Court, the Society approached the High Court of Bombay and filed an appeal from the said order, bearing No. A.O. No.652 of 1982, wherein the High Court of Bombay issued an order dated October 26, 1982, restraining Noble Constructions from constructing the building No. 5 on plot No. 8.
17. Thereafter, again disputes arose between the Society and Noble Constructions with regard to the use and enjoyment of the D.P. Road, 30 feet access road, and eastern and western garden / recreational space and entitlement of additional FSI and maintenance and development of the said area. Consequently, the Society filed a suit dated December 20,



1982 in the Bombay City Civil Court bearing no. L.C. Suit No.7083 of 1982 against M/s. Noble Constructions and MCGM ("Suit-7083").

18. In the said Suit 7083, the Society and Noble Constructions filed consent terms dated March 25, 1985 before the Hon'ble Court ("Consent Terms-2").
19. According to the aforesaid Consent Terms-2, the name of the Society was updated with respect to an area of (i) 1210.8 (One Thousand Two Hundred and Ten point Eight) square meters bearing CTS no. 2/2A (i.e. 2/3rd share of the land set out in (i) above and (ii) 2460.2 (Two Thousand Four Hundred and Sixty point Two) Square Meters (i.e. 2/3rd share of the land set out in (ii) above in the property cards of CTS No. 2/2A and CTS No. 2/7B. The Consent Decree passed in terms of the Consent Terms 2 was duly registered with the Sub-Registrar of Assurances under No. 910 of 1987.
20. In the year 2016, by virtue of an order dated March 22, 2016 bearing No. C/Karya-7A/LND/Po.V./S.R.B./5240 issued from the office of the Collector, Mumbai City an order to register the subdivision of the land, then bearing CTS No. 2/7 admeasuring 3690 (Three Thousand Six Hundred and Ninety) square meters, (wherein the Society had its 2/3rd share) was passed and a new CTS No. 2/7B, admeasuring about 2460.2 (Two Thousand Four Hundred and Sixty point Two) Square Meters was created ("Land-2/7(B)") and the Society's name was inserted in the Property Register Card for CTS no. 2/7(B).
21. In the Property Register Card of CTS Nos. 2/2A dated 15th December, 2015, the name of the Society has been mutated to the extent of the area of 1210.80 square meters.

Note:

As stated earlier, we do not have copies of the Deeds of Conveyances under which Noble Constructions purchased various parcels of the remaining land including plot Nos. 1 to 10. Therefore, the title of Noble

Constructions to CTS Nos.1 and 2 as mentioned in the Consent Terms No.2 is not clear. However, from the registered Consent Decree passed in terms of the Consent Term 2, it appears that Noble Construction was entitled to the then CTS Nos.1 and 2 corresponding to CTS Nos. 2/7 and 2/2A, and that both, the Society and Noble Constructions had 2/3rd and 1/3rd share therein.

22. By and under a Development Agreement dated 27th October, 2023, registered with the office of Sub-Registrar of Assurances bearing S. No. BRL-22688 of 2023, executed by and between the Nau Sanrakshan Co-operative Housing Society Limited, therein referred to as the 'Society' of the First Part, Mahindra Lifespace Developers Limited, therein referred to as the 'Developer' of the Second Part and the Members therein, the Society therein granted development rights with respect to the Property unto the Developer therein, at or for the consideration and terms and conditions recorded therein.
23. Pursuant to the aforesaid Development Agreement dated 27th October 2023, Special Power of Attorney dated 22nd October, 2023, duly registered with the office of Sub-Registrar of Assurances at Borivali-6 under Serial No. 22698 of 2023, was granted by Nau Sanrakshan Co-operative Housing Society Limited in favour of Mahindra Lifespace Developers Limited with respect to the Property.

B. REVENUE RECORDS:

1. 7/12 Extracts

We have been furnished with 7/12 extracts dated 1st June, 2023 in respect of land bearing Survey Nos. 483/1/2, 483/3/2 and 484/2 and a summary of the same is reproduced herein below. As per the 7/12 extracts the total area of the land appears to be 12484 square meters.

Gat No.	Area H Are	Holder (Mutation Entries)	Other rights
483/1/2	1.02.69	Nau Sanrakshan Co-operative Society Ltd.	No pending ME

483/3/2	0.14.03	Nau Sanrakshan Co-operative Society Ltd.	No pending ME
484/2	0.08.02	Nau Sanrakshan Co-operative Society Ltd.	No pending ME

2. **Kami Jasta Patra**

As per the Kami Jasta Patrak furnished to us, it appears that, land bearing Survey No.483/1 has been renumbered as Survey No.483/1/2 and thereafter as CTS No. 2 in aggregate admeasuring to 18,256 square meters and Survey No. 484 has been renumbered as CTS No. 758.

Note:

- *The Kami Jasta Patrak does not throw any light as to how and which relevant survey number was converted to which CTS number and how and to what extent the corresponding area of the original survey numbers became the areas of the new CTS numbers.*
- *It appears that there is a discrepancy in the area of the Society Land mentioned in the revenue records and the indentures. The area of the Society Land as per the Indenture dated 27th March 1971 is 12543.75 square meters whereas, as per the 7/12 extracts it is 12484 square meters and as per the Property Register Cards it is 12430.4 square meters.*

3. We have been furnished with copy of property register cards in respect of land bearing CTS Nos. 2/4, 2/5, 2/7B, 2/11 and 2/2A and the name of the Society appears in the PR Cards of CTS Nos. 2/4, 2/5, 2/7B, 2/11 and 2/2A. The total area of the aforesaid CTS Nos. as per the property register cards is 16101.40 square meters. A summary of the Property Register Cards in respect of the aforesaid CTS Nos. is provided herein below:

C.T.S. No.	Area in square meters	Tenure of Land	Owner of the land
2/11	1544.40	C	Nau Sanrakshan C.H.S. Ltd.



2/7B	2460.20	C	Nau Sanrakshan C.H.S. Ltd.
2/5	1744.70	C	Nau Sanrakshan C.H.S. Ltd.
2/4	9141.30	C	Nau Sanrakshan C.H.S. Ltd.
2/2/A/3	1210.80	C	Nau Sanrakshan C.H.S. Ltd.
	16101.4		

Note:

On perusal of the Property Register Card of C.T.S. No. 2/2A, it appears that the said C.T.S. No. 2/2A has been renumbered as inter alia CTS No. 2/2/A/3.

C. INDEPENDENT INVESTIGATION:

1. **Search with Sub-Registrar**

We have caused a search to be carried out with office of Sub-Registrar of Assurances for a period of 63 years in respect of the Property and have been provided with Search Report dated 10th June 2023 issued by Search Clerk Sameer M. Sawant and Search Report dated 15th April, 2025 issued by Search Clerk Satyajeet Gangurde and have not found any adverse entries or registered document for mortgage or encumbrance on the Property.

2. **Litigation**

As per the litigation report issued by Karza Technologies, there are three pending disputes against the Society. However, the same do not affect or relate to the title of the Developer to the Property.

3. **Public Notices**

We have not issued public notices for the purpose of issuing this Title Report.



D. CONCLUSION:

The Nau Sanrakshan Co-operative Housing Society Limited is the Owner and Mahindra Lifespace Developers Limited is the Developer of the Property and the title of Owner and development rights of the Mahindra with respect to the Property is free from encumbrance, valid, subsisting, marketable and Mahindra is entitled to deal with the same,

Dated this 20th day of April, 2025.



**TATVA LEGAL MUMBAI
PARTNER**



Housiey.com