



MEHTA & CO.
ADVOCATES AND SOLICITORS

FORMAT -A
(Circular No. 28 / 2021)

To,
MahaRERA,
Mumbai.

LEGAL TITLE REPORT

Sub:- Title Clearance Certificate with respect to Survey No. 103A, Hissa No. 5 (part) & Survey No. 103C, Hissa No. Nil, corresponding C.T.S. Nos. 701B and 700B, and now bearing Final Plot No. 109 of TPS-III (Borivali) (Final), admeasuring 6254 Square Meters or thereabouts, of Village Borivali, Taluka-Borivali, Mumbai Suburban District (hereinafter referred as "the said Plot").

We have investigated the title of the said Plot on the request of M/s. New India Construction Co. and perused the following documents i.e.:-

1) Description of the Plot:-

Land bearing Survey No. 103A, Hissa No. 5 (part) & Survey No. 103C, Hissa No. Nil, corresponding C.T.S. Nos. 701B and 700B, and now bearing Final Plot No. 109 of TPS-III (Borivali) (Final), admeasuring 6254 Square Meters or thereabouts, of Village Borivali, Taluka-Borivali, Mumbai Suburban District, situated at Lokmanya Tilak Road, Borivali (West), Mumbai-400 092.

2) The documents of allotment of Plot:

1. Copy of an Indenture of Conveyance dated 14th August, 1969, registered with the Sub-Registrar of Assurances at Bombay, under No. BOM/R/3231/1969, made between Gordhandas Vandravan in his personal capacity as well as the Manager and Karta of his Joint and Undivided Hindu Family, Damodar Gordhandas, Smt. Kanta Damodar, Ranjitsinh Gordhandas, Smt. Dhairayabala Ranjitsinh, Ansuya Damodar, Prithviraj Ranjitsinh, Ashok Ranjitsinh, Shivkumar Ranjitsinh; Brijdas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Jamnabai Brijdas, Mansinh Brijdas, Hamir Brijdas, Kumud Brijdas; Dwarkadas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Javerbai Dwarkadas, Vijay Dwarkadas, Smt. Veena Vijay, Leena Vijay; Sunderdas Tulsidas in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Bhanu Sunderdas, Hemantini Sunderdas; Karsondas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Pushpa Karsondas, Madhasinh Karsondas, Rajni Karsondas, Ratanbai Vallabhadas, Ajit Vallabhadas, Smt. Amita Ajit, Smt. Uma Valji, Yogesh Valji, Bhamini Valji; Hansraj

Tulsidas in his personal capacity as well as the Manager and Karta of his Joint and undivided Hindu Family, Smt. Chanda Hansraj, Jayant Hansraj; Bhagwandas Tulsidas, Smt. Chandan Bhagwandas and Smt. Ramkorbai Tulsidas (hereinafter referred to as **“Gordhandas Vandravan and others”**) (Vendors) and **“Vanashri”** The Central Bank Employees’ Co-operative Housing Society Limited (Purchasers).

2. Copy of an Indenture of Conveyance dated 14th August, 1969, registered with the Sub-Registrar of Assurances at Bombay, under No. BOM/R/3232/1969, made between Gordhandas Vandravan and others (Vendors) and **“Vanashri”** The Central Bank Employees’ Co-operative Housing Society Limited (Purchasers).
 3. Copy of a Deed of Release dated 24th October, 1972, registered with the Sub-Registrar of Assurances at Bombay, under No. BOM/R/213/1973, made between Gordhandas Vandravan in his personal capacity as well as the Manager and Karta of his Joint and Undivided Hindu Family, Damodar Gordhandas, Smt. Kanta Damodar, Ranjitsinh Gordhandas, Smt. Dhairayabala Ranjitsinh, Ansuya Damodar, Prithviraj Ranjitsinh, Ashok Ranjitsinh, Shivkumar Ranjitsinh; Brijdas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Jamnabai Brijdas, Mansinh Brijdas, Hamir Brijdas, Kumud Brijdas; Smt. Javerbai Dwarkadas, Vijay Dwarkadas in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Veena Vijay; Sunderdas Tulsidas in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Bhanu Sunderdas, Hemantini Sunderdas; Karsondas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Pushpa Karsondas, Ajit Vallabhdas, Smt. Amita Ajit, Smt. Uma Valji, Yogesh Valji, Bhamini Valji; Hansraj Tulsidas in his personal capacity as well as the Manager and Karta of his Joint and undivided Hindu Family, Smt. Chanda Hansraj, Jayant Hansraj; Bhagwandas Tulsidas, Smt. Chandan Bhagwandas and Smt. Ramkorbai Tulsidas (Releasers) and **“Vanashri”** The Central Bank Employees’ Co-operative Housing Society Limited (Releasee).
 4. Copy of a Development Agreement dated 7th September, 2023, registered with the Sub-Registrar of Assurances, Borivali No.7 at Mumbai, under Serial No. BRL-7/13861/2023, made between **“Vanashri”** The Central Bank Employees’ Co-operative Housing Society Limited (Society), its 99 Existing Members (Existing Members) and M/s. New India Construction Co. (Developer).
- 3) Digitally signed Property Card issued by City Survey Officer, Borivali, Mumbai.
 - 4) Search Report dated 5th January, 2024.

On perusal of the above mentioned documents and all other relevant documents relating to title of the said Plot we are of the opinion that the title of the following Owner/Promoter is clear, marketable and without any encumbrances.

Owners of the Plot

“Vanashri” The Central Bank Employees’ Co-Operative Housing Society Limited

Promoter of the Plot

M/s. New India Construction Co.

Qualifying comments/remarks if any:

- (a) We have caused to issue Public Notices in local News Papers viz. Free Press Journal in English language and Navshakti in Marathi language on 15th June, 2023. We have not received any claim or objection in response to the said Public Notices issued in the said News Papers.
- (b) We have relied on the aforesaid Search Report, after assuming the same to be true, accurate and not misleading. The search conducted at the office of the Sub-Registrar at Mumbai and Bandra are subject to the availability of records and also to records being torn and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on account of non-availability of records or on account of records being torn and mutilated. We also disclaim any responsibility for the consequences which may arise on account of non-availability of records or on account of records being not uploaded or improperly uploaded on the official Website of the Department of Registration & Stamps, Government of Maharashtra viz. <https://esearchigr.maharashtra.gov.in>.
- (c) Unless specifically stated otherwise, we have not inspected or perused the original documents in respect of the said Plot.
- (d) We are not qualified to and have not independently verified the area of the said Plot and have referred to and retained the admeasurements as we have found them in various documents.
- (e) We express no view about zoning/user/reservations/FSI or developability of the said Plot.
- (f) For the purpose of this Legal Title Report, we have assumed:
 - (i) The legal capacity of all natural persons, genuineness of all signatures and authenticity of all documents submitted to us as photocopies;
 - (ii) That the photocopies provided to us are accurate photocopies of the originals;
 - (iii) That all documents have been adequately stamped and duly registered, as required in law;

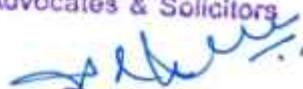


- (iv) The accuracy and completeness of the factual representations made in the documents;
- (v) Each document binds the parties intended to be bound thereby.
- (vi) All information, including the photocopies of documents, supplied to us is complete, accurate and not misleading;

The Report reflecting the flow of the title of the Owner and Promoter on the said Plot is enclosed herewith as Annexure.

Encl: Annexure.

Date: 15.07.2024

For Mehta & Co.
Advocates & Solicitors

Proprietor

Housiey.com



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FLOW OF THE TITLE OF THE SAID PLOT

1. By an Indenture of Conveyance dated 14th August, 1969, registered with the Sub-Registrar of Assurances at Bombay, under No. BOM/R/3231/1969, made between Gordhandas Vandravan in his personal capacity as well as the Manager and Karta of his Joint and Undivided Hindu Family, Damodar Gordhandas, Smt. Kanta Damodar, Ranjitsinh Gordhandas, Smt. Dhairayabala Ranjitsinh, Ansuya Damodar, Prithviraj Ranjitsinh, Ashok Ranjitsinh, Shivkumar Ranjitsinh; Brijdas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Jamnabai Brijdas, Mansinh Brijdas, Hamir Brijdas, Kumud Brijdas; Dwarkadas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Javerbai Dwarkadas, Vijay Dwarkadas, Smt. Veena Vijay, Leena Vijay; Sunderdas Tulsidas in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Bhanu Sunderdas, Hemantini Sunderdas; Karsondas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Pushpa Karsondas, Madhasinh Karsondas, Rajni Karsondas, Ratanbai Vallabhdas, Ajit Vallabhdas, Smt. Amita Ajit, Smt. Uma Valji, Yogesh Valji, Bhamini Valji; Hansraj Tulsidas in his personal capacity as well as the Manager and Karta of his Joint and undivided Hindu Family, Smt. Chanda Hansraj, Jayant Hansraj; Bhagwandas Tulsidas, Smt. Chandan Bhagwandas and Smt. Ramkorbai Tulsidas (hereinafter referred to as **"Gordhandas Vandravan and others"**), therein collectively referred to the Vendors of the One Part, and "Vanashri" The Central Bank Employees' Co-Operative Housing Society Limited, therein referred to as the Purchasers of the Other Part, the said Gordhandas Vandravan and others sold, transferred and conveyed unto and in favour of "Vanashri" The Central Bank Employees' Co-Operative Housing Society Limited, all that piece or parcel of land or ground bearing Survey No. 103A, Hissa No. 5 (part), subsequently bearing C.T.S. No. 701 and thereafter bearing C.T.S. No.701B, admeasuring 4150 Square Yards equivalent to 3469.93 Square Meters (*wrongly mentioned therein as 3473 Square Meters*) or thereabouts or thereabouts, of Village Borivali, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as **"the First Plot"**), at or for the consideration and on the terms and conditions more particularly stated therein.
2. By another Indenture of Conveyance dated 14th August, 1969, registered with the Sub-Registrar of Assurances at Bombay, under No. BOM/R/3232/1969, made between Gordhandas Vandravan and others, therein collectively referred to as the Vendors of the One Part, and "Vanashri" The Central Bank Employees' Co-Operative Housing Society Limited, therein referred to

as the Purchasers of the Other Part, the said Gordhandas Vandravan and others also sold, transferred and conveyed unto and in favour of "Vanashri" The Central Bank Employees' Co-operative Housing Society Limited, all that piece or parcel of land or ground bearing Survey No. 103C, Hissa No. Nil, subsequently bearing C.T.S. No. 700 and thereafter bearing C.T.S. No. 700B, admeasuring 4200 Square Yards equivalent to 3511.73 Square Meters (*wrongly mentioned therein as 3115 Square Meters*) or thereabouts, of Village Borivali, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as "**the Second Plot**"), at or for the consideration and on the terms and conditions more particularly stated therein.

3. The said Conveyance dated 14th August 1969 in respect of the Second Plot was subject to the covenant that the said Gordhandas Vandravan and others would continue to retain possession of one Bungalow then standing on the part of the Second Plot admeasuring 1491 Square Yards equivalent to 512 Square Meters or thereabouts together with the proportionate area of garden and access road admeasuring about 612 Square Yards equivalent to 512 Square Meters or thereabouts and the area of 247 Square Yards equivalent to 206.73 Square Meters or thereabouts falling under the road set-back, all aggregating to 2350 Square Yards equivalent to 1966 Square Meters or thereabouts (therein and hereinafter referred to as "the Bungalow land") as the licensee of "Vanashri" The Central Bank Employees' Co-operative Housing Society Limited, pending sanction of sub-division thereof and that upon sanction of the sub-division thereof, "Vanashri" The Central Bank Employees' Co-Operative Housing Society Limited would reconvey the Bungalow land to the said Gordhandas Vandravan and others, as more particularly stated therein.
4. By a Deed of Release dated 24th October, 1972, registered with the Sub-Registrar of Assurances at Bombay, under No. BOM/R/213/1973, made between the said Gordhandas Vandravan in his personal capacity as well as the Manager and Karta of his Joint and Undivided Hindu Family, Damodar Gordhandas, Smt. Kanta Damodar, Ranjitsinh Gordhandas, Smt. Dhairayabala Ranjitsinh, Ansuya Damodar, Prithviraj Ranjitsinh, Ashok Ranjitsinh, Shivkumar Ranjitsinh; Brijdas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Jamnabai Brijdas, Mansinh Brijdas, Hamir Brijdas, Kumud Brijdas; Smt. Javerbai Dwarkadas, Vijay Dwarkadas in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Veena Vijay; Sunderdas Tulsidas in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Bhanu Sunderdas, Hemantini Sunderdas; Karsondas Mulji in his personal capacity as well as the Manager and Karta of his joint and undivided Hindu Family, Smt. Pushpa Karsondas, Ajit Vallabhdas, Smt. Amita Ajit, Smt. Uma Valji, Yogesh Valji, Bhamini Valji; Hansraj Tulsidas in his personal capacity as well as the Manager and Karta of his Joint and



undivided Hindu Family, Smt. Chanda Hansraj, Jayant Hansraj, Bhagwandas Tulsidas, Smt. Chandan Bhagwandas and Smt. Ramkorbai Tulsidas, therein collectively called the Releasors of the One Part, and "Vanashri" The Central Bank Employees' Co-operative Housing Society Limited, therein called the Releasee of the Other Part, the said Releasors named therein surrendered, released and relinquished their right to retain possession of the Bungalow land and also discharged, released and relinquished "Vanashri" The Central Bank Employees' Co-operative Housing Society Limited of its obligation to reconvey the Bungalow land to the said Releasors, at or for the consideration and on the terms and conditions more particularly stated therein.

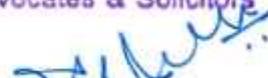
5. Upon the finalisation of the Town Planning Scheme-III (Borivali) (Final) on 3rd October, 1995, in lieu of the First Plot and Second Plot, "Vanashri" The Central Bank Employees' Co-operative Housing Society Limited has been allotted Final Plot No. 109, admeasuring 6254 Square Meters (hereinafter referred to as "**the said Plot**").
6. By a Development Agreement dated 7th September, 2023, registered with the Sub-Registrar of Assurances, Borivali No.7 at Mumbai, under Serial No. BRL-7/13861/2023, "Vanashri" The Central Bank Employees' Co-operative Housing Society Limited and its 99 Existing Members granted the redevelopment rights of the said Plot unto and in favour of M/s. New India Construction Co., at or for the consideration and on the terms and conditions more particularly stated therein.

Sr. No.

- 1) Digitally signed Property Cards of F.P. No. 109.
- 2) Search Reports dated 5th January, 2024 for 60 years from 1964 to 2023, for the search taken from Sub-Registrar office at Mumbai and Bandra, and also on the official Website of the Department of Registration & Stamps, Government of Maharashtra, <https://esearchigr.maharashtra.gov.in>.
- 3) Any other relevant title: Nil.
- 4) Litigations if any: Nil.

Date: 15.07.2024

For Mehta & Co.
Advocates & Solicitors


Proprietor