

KRISHNA TANNA ASSOCIATES

Advocates and Solicitors (England and Wales)

Ground floor, Haresh Ichha, Plot No. 10, Navyug Society, N. S. Road No.
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FORMAT-A (CIRCULAR NO. 28/2021)

To,
MAHARERA
6th & 7th Floor, Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai – 400051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to:-

(a) **FIRST PROPERTY**:- All that piece or parcel of land situate at Ghodbunder Road now known as S. V. Road, bearing Final Plot No.207 TPS Santacruz No. IV, C.T.S No. G/503-B, area admeasuring 628 sq. yards thereabouts equivalent to 525.10 sq. mtrs. as per original Property Card out of which 80.20 sq. mtrs has been reserved and apportioned on account of road set back for road widening purposes resulting into an area of 444.90 sq. mtrs as mentioned in the Property Card being land situated at Village Bandra "G" Ward, of Taluka Bandra, Mumbai Suburban, S. V. Road, Santacruz (West), Mumbai 400 054 ("First Property").

(b) **SECOND PROPERTY**:- All that piece or parcel of land or ground situate, lying and being at Tirandaz bearing Final Plot No.206, TPS IV of Santacruz, C.T.S. No. G/503-A, area admeasuring 741.60 Square Meters as per the Property Card lying and situated at Village Bandra "G" Ward, of Taluka Bandra, Mumbai Suburban, S. V. Road, Santacruz (West), Mumbai 400 054 ("Second Property").

(Unless referred to individually, the First Property and Second Property are hereinafter collectively be referred to as "said Properties").

1. **IN RESPECT OF THE FIRST PROPERTY**:-



I have investigated the title of the aforesaid First Property on the request of the Developer i.e. Pranav Constructions Private Limited ("the Developer") to develop the First Property and have perused the photo copies of the following documents pertaining to the First Property.

a) **Description of the First Property**

All that piece or parcel of land situate at Ghodbunder Road now known as S. V. Road, bearing Final Plot No.207 TPS Santacruz No. IV, C.T.S No. G/503-B, area admeasuring 628 sq. yards thereabouts equivalent to 525.10 sq. mtrs. as per original Property Card out of which 80.20 sq. mtrs has been reserved and apportioned on account of road setback for road widening purposes resulting into an area of 444.90 sq. mtrs as mentioned in the Property Card being land situated at Village Bandra "G" Ward, of Taluka Bandra, Mumbai Suburban, S. V. Road, Santacruz (West), Mumbai 400 054 ("First Property")

b) **The documents in relation to the ownership of the First Property**

Antecedent documents of title as mentioned in Annexure "A"

2. **IN RESPECT OF THE SECOND PROPERTY:-**

I have investigated the title of the aforesaid Second Property on the request of the Developer i.e. Pranav Constructions Private Limited to develop the Second Property and have perused the photo copies of the following documents pertaining to the Second Property.

a) **Description of the Second Property**

All that piece or parcel of land or ground situate, lying and being at Tirandaz bearing Final Plot No.206, TPS IV of Santacruz, C.T.S. No. G/503-A, area admeasuring 741.60 Square Meters as per the Property Card lying and situated at Village Bandra "G" Ward, of Taluka Bandra, Mumbai Suburban, S. V. Road, Santacruz (West), Mumbai 400 054 ("Second Property").

b) **The documents in relation to the ownership of the Second Property**

Antecedent documents of title as mentioned in Annexure "B"



3. **IN RESPECT OF THE SAID PROPERTIES**

a) **Property Register Card**

PR card in respect of the said Properties issued by City Survey Authorities.

b) **TPS remarks.**

Disclosed hereunder in Annexure "A" and Annexure "B".

c) **Search Report for 74 years from 1950 to 2023**

Disclosed hereunder in Annexure "A" and Annexure "B".

4. On perusal of the above mentioned documents and other relevant documents pertaining to the said Properties, I am of the opinion that the right and entitlement of the Developer i.e. Pranav Constructions Private Limited to develop the said Properties is clear, marketable and without any encumbrances subject to what is stated hereinbelow and terms and conditions of First Development Agreement and Second Development Agreement (defined hereinafter) and Developer obtaining requisite approvals, sanctions and permissions from the statutory authorities.

Further, the Developer is entitled to sell Developer's Area (as defined in the First Development Agreement and Second Development Agreement) in the newly constructed building on the said Properties subject to (i) handing over the First Owners Area (as defined in the First Development Agreement) to the First Owners as per the terms of the First Development Agreement and (ii) handing over Shareholders Premises (as defined in the Second Development Agreement) to the shareholders of the Second Owner as per the terms of the Second Development Agreement.

Owners of The Said Property

1. **In Respect of FIRST PROPERTY bearing C.T.S No. G/503-B**

1.1. Bipin Ramniklal Vira,

1.2. Jayesh Vira,

1.3. Rajesh Vira,

1.4. Dinesh Shah,



- 1.5. Harish Shah,
 - 1.6. Lalit Shah,
 - 1.7. Shailesh Damji Shah,
 - 1.8. N. M. Fashion Retail Private Limited.
2. In Respect of **SECOND PROPERTY bearing C.T.S. No. G/503-A**
- 2.1. Pearl Palace Building Pvt. Ltd

Qualifying Comments/Remark if any:

- 1) I had issued Public Notice in The Free Press Journal (English) and Nav Shakti (Marathi) both dated 19th January, 2023 to invite objections, if any, with respect to right and entitlement of the Developer to develop the said Properties and I did not received any objection or claim from any person/entity.
- 2) With respect to facts, which cannot be ascertained on searches of public records, I have relied on the Declaration Cum Indemnity dated 28th February 2023 executed by the Developer with respect to said Properties and its right and entitlement to develop the same.
- 3) Further from perusal of documents in respect of the Second Property (i) agreements executed by the M/s. Pearl Palace ("Firm") in favour of the flat purchasers under Maharashtra Flats Ownership Act, 1963 ("MOFA") in respect of the flats then situated in the building known as Pearl Palace (since demolished) on the Second Property, and (ii) Indenture dated 23rd April, 2015, made and executed by Mr. Vijay Bhagwandas Raheja in favour of the Second Owner (i.e Pearl Palace Building Private Limited), it appears that (a) Mr. Vijay Bhagwandas Raheja and Mrs. Shanti Raheja were the partners of the Firm and the Firm had developed the Second Property and the Firm entered into agreements and sold the flats, tenements and garages in Pearl Palace (since demolished) on ownership basis and had handed over possession thereof to the respective purchasers in or about 1976 and (b) Mr. Vijay Bhagwandas Raheja in his capacity of a partner and a person representing the Firm and in



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compliance of statutory obligation under MOFA has executed the Indenture dated 23rd April 2015 in favour of the Second Owner.

- 4) This Legal Title Report is issued solely on the basis of the copies of documents provided by the Developer as mentioned above and I have no obligation to update this Legal Title Report with any information or replies or documents received by me beyond this date.
- 5) I am not qualified to and have not independently verified the area of the said Properties. I have referred to and retained the admeasurements in square meters, as I have found them in various documents.
- 6) I have not visited the said Properties.
- 7) For the purpose of this Legal Title Report, I have assumed:
 - a. The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to me as certified or photocopies.
 - b. That there have been no amendments or changes to the documents examined by me.
 - c. The accuracy and completeness of all the factual representations made in the documents.
 - d. That all prior documents have been adequately stamped and duly registered.
 - e. Any statements in the documents, authorization or any certificates or confirmations relied upon by me for issuance of this Legal Title Report is correct and otherwise genuine.
 - f. Each document binds the parties intended to be bound thereby.
 - g. Photocopies provided to me are accurate and true photocopies of the originals.
 - h. That there are no other documents, other than those that were submitted to me, examined by me.



- 8) Further for the purpose of this Legal Title Report, I have relied upon information relating to:
- a. All of the information (including the documents) supplied to me was, when given, and remains, true, complete, and accurate and not misleading.
 - b. Boundaries on the basis of the documents provided to me by the Developer.
- 9) For the purpose of this Legal Title Report, I have relied upon:
- a. Photocopies of documents.
 - b. Photocopies of the property cards in respect of the said Properties.
- 10) Unless specifically stated otherwise, I have not carried out any searches in any courts and have presumed that there is no pending litigation, proceedings, enquiry, etc., before any court of law, tribunal, etc. in respect of the said Properties and/or First Erstwhile Building and/or Second Erstwhile Building (defined hereinafter) or any part thereof.
- 11) For the purpose of the further Legal Title Report, I have relied upon information relating to lineage, if applicable on the basis of revenue records and information provided to me by the Developer.
- 12) I am not certifying the boundaries of the said Properties nor I am qualified to express my opinion on physical identification of the said Properties. I also do not express my opinion on matters related to actual physical use of the said Properties.
- 13) I express no view about the user/reservations/FSI/or develop ability of said Properties.
- 14) I have not verified issues relating to acquisitions and/or reservation of the said Properties or any portion thereof by Government Authorities.



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- 15) I have neither verified the market value of the said Properties involved nor verified that whether appropriate stamp duty has been paid on the various documents referred to herein nor do I express my opinion thereon.
- 16) I am not authorized or qualified to express an opinion relating to plan permissions, approvals or development potential of the said Properties.
- 17) A certificate, determination, notification, opinion or the like will not be binding on the Indian Court/s of Law or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- 18) This Legal Title Report is limited to the matters pertaining to Indian Law (as on the date of this Legal Title Report) alone and I express no opinion on laws of any other jurisdiction.
5. The Reports reflecting flow of title in respect of the said Properties is enclosed herewith at Annexure "A" and Annexure "B" hereto.

Dated this 15th day of May, 2023

Krishna Tanna Associates



Proprietor



KRISHNA TANNA ASSOCIATES

Advocates and Solicitors (England and Wales)

Ground floor, Haresh Ichha, Plot No. 10, Navyug Society, N. S. Road No. 4, Juhu Scheme, Vile Parle (West), Mumbai 400056.

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“ANNEXURE A” (In Respect of the First Property)

- 1) Property card of the First Property stands in the name of the First Owners.
- 2) From perusing of TPS remarks and chain of title documents of the First Property, it appears that plot number is erroneously mentioned in chain of title documents of the First Property, however the CTS numbers for the First Property is recorded correctly in chain of title documents for the same.
- 3) I have caused searches to be taken from the years 1950 to 2023 i.e. for a period of 74 (seventy four) years inter alia for the First Property at the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Andheri -1 to 8 and online Index II Searches (E-Search) through Ashish S. Javeri. However, searches at the offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and non updation or omission of some of the entries, Ashish S. Javeri has given Search Report dated 7th April 2023.
- 4) **FLOW OF THE TITLE OF THE FIRST PROPERTY**
 - i. By an Indenture dated 22nd February, 1957, duly signed and registered with the Office of the Sub Registrar of Assurances at Bandra bearing Registration No. 318 of 1957, entered into by and between Louisa Miranda and Celina Miranda (the Vendors therein) of the One Part and Sarah Abraham (the Purchaser therein) of the Other Part, the Vendors therein sold, transferred, granted and conveyed to the Purchaser therein all that piece and parcel of land bearing Plot No. 41 forming part of Willington West Estate of the Bombay Catholic Co-operative Housing Society Ltd., area admeasuring 1515 square yards, bearing Final Plot No.



41 of the Santacruz T.P. Scheme No. IV in the Registration District and Sub District of Mumbai Suburban lying, being and situate at S.V. Road, Santacruz (West), Mumbai – 400054 (hereinafter referred to as “**the said Total Land**”), for the consideration and on the terms and conditions mentioned therein.

- ii. By and under a Indenture dated 30th April, 1961, duly registered with the Sub Registrar of Assurances at Bandra under Serial No. BND/924 on 2nd May 1961, made and executed between Sarah Abraham (as the Vendor therein) and Smt. Sarojinidevi M. M. Lal (“**said Sarojinidevi**”) (as the Purchaser therein), the said Sarah Abraham granted, conveyed, transferred and assured unto said Sarojinidevi, portion of Plot No. 41 of TPS No. IV, admeasuring 627.86 sq. yards equivalent to 524.95 sq. mtrs or thereabouts in the Registration District and Sub District of Mumbai and Mumbai Suburban District situate at S. V. Road, Santacruz (West), Mumbai 400054 (hereinafter referred to as the “**First Property**”) out of the said Total Land at or for the consideration and upon the terms and conditions therein mentioned.
- iii. The First Property was subjected to the Town Planning Scheme and various variation were made therein from time to time and pursuant to the Santacruz T. P. S. No. IV, the First Property was thereafter identified, surveyed and numbered as Final Plot No.207, bearing C.T.S No. G/503-B being the entitlement of the said Sarojinidevi.
- iv. The Municipal Corporation of Greater Bombay (now Mumbai) earmarked and reserved an area admeasuring approx. 97 square yards i.e. 80.20 square mtrs or thereabouts out of the First Property towards the road set-back for road widening purposes resulting into an area of 444.90 sq. mtrs as mentioned in the Property Card.
- v. By and under an Agreement dated 6th February 1988 executed between said Sarojinidevi (as the Vendor therein) and Om Realty Private Limited



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(as the Purchaser therein), the Vendor therein has agreed to sell to the Purchaser therein and/or its nominee or nominee(s) and the Purchaser therein agreed to purchase from the Vendor therein, the First Property together with the building structure(s) standing thereon for a consideration and on the terms and conditions more particularly stated therein.

- vi. The Purchaser therein being Om Realty Private Limited entered into an Agreement dated 15th June 1988 with Bombay Mercantile Co-operative Bank Limited (“the said BMC Bank”) where the said Om Realty Private Limited agreed to sell the First Property together with the building structure(s) standing thereon to the BMC Bank for a consideration and on the terms and conditions more particularly stated therein.
- vii. In view of aforesaid, Agreement dated 15th June 1988, BMC Bank Limited requested the said Om Realty Private Limited to obtain transfer of the First Property together with the erstwhile building structure(s) standing thereon from the said Sarojinidevi in favour of the BMC Bank and thereafter accordingly the said Om Realty Private Limited nominated the said BMC Bank to the benefits of the said Agreement dated 6th February, 1988 in order to receive the transfer of the First Property together with the erstwhile building structure(s) standing thereon from said Sarojinidevi in favour of the BMC Bank.
- viii. Pursuant to the aforesaid, by and under an Indenture dated 26th October, 1988, duly registered with the Sub Registrar of Assurances at Mumbai under Serial No.P-BBJ-2959-1988, made and executed between said Sarojinidevi (as the Vendor therein), Om Realty Private Limited (as the Confirming Party therein) and the BMC Bank (as the Purchaser therein), the said Sarojinidevi, with the consent and confirmation of the Confirming Party therein, sold and conveyed unto and in favour of the said BMC Bank the First Property together with the building structure(s) standing thereon at or for the consideration and upon the terms and conditions therein mentioned.



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- ix. Intimation of Disapproval / Commencement Certificate dated 28th May 1990 and 24th January 1992 respectively, issued by MCGM were obtained by the BMC Bank for construction on the First Property.
- x. In view of the above sanctioned plans and approvals obtained by the BMC Bank from the concerned government and semi-government authorities, the said BMC Bank developed the First Property by constructing a building thereon (since demolished) consisting inter alia of basement, ground Floor and First Floor on the First Property (herein referred to as "Erstwhile First Building").
- xi. Part Occupation Certificate dated 12th May 1992 bearing reference No.EC/9161/BSII/AH of 12th May 1992 was issued by Municipal Corporation of Greater Mumbai with respect to the Erstwhile First Building.
- xii. By and under an Indenture of Conveyance dated 1st August, 2019 registered with the Office of the Sub Registrar of Assurances of Andheri No.6 under Serial No. BDR/17/8441/2019, made and executed between said BMC Bank therein referred to as the Seller of the One Part and Krati Global Trading Private Limited Bank therein referred to as the Purchaser of the Other Part, the said BMC Bank sold, transferred and conveyed the First Property and Erstwhile First Building, unto and in favour of said Krati Global Trading Private Limited at or for the consideration and on the terms and conditions contained therein.
- xiii. By and under an Indenture of Conveyance dated 24th December, 2020 registered with the Office of the Joint Sub-Registrar of Assurances of Andheri No.6 under Serial No. BDR 17/10823/2020, made and executed between Krati Global Trading Private Limited (as the Vendor therein) and the First Owners herein (as the Purchasers therein), the said Krati Global Trading Private Limited sold, transferred and conveyed the First Property and Erstwhile First Building, unto and in favour of the First Owners herein



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at or for the consideration and upon the terms and conditions contained therein.

- xiv. By a Development Agreement dated 15th September, 2022, duly registered before the Joint Sub-Registrar of Assurances at Andheri No.7 bearing registration No. BDR-18-15779-2022, executed by and between First Owners, therein referred to as the Owners of the One part, Developer herein, therein referred to as the Developer of the Second Part and Pearl Palace Building Private Limited (being Second Owner) therein referred to as the Confirming Party of the third part, the First Owners granted and assigned exclusive development rights to the Developer to develop the First Property for the consideration and on the terms and conditions recorded therein.

5) DOCUMENTS OF TITLE OF THE FIRST PROPERTY:

- i. Indenture dated 30th April, 1961, duly registered with the Sub Registrar of Assurances at Bandra under Serial No. BND/924 on 2nd May 1961 made and executed between Sarah Abraham, therein referred to as the Vendor of the One Part and Smt. Sarojinidevi M. M. Lall, therein referred to as the Purchaser of the Other Part.
- ii. Indenture dated 26th October, 1988, duly registered with the Sub Registrar of Assurances at Bombay under Serial No. P-BBJ-2959-1988, made and executed between Smt. Sarojinidevi Madan Mohanlal therein referred to as the Vendor of the One Part (as per property card Sarojini Devi M. Lal), Om Realty Private Limited therein referred to as the Confirming Party of the Second Part and the Bombay Mercantile Co-operative Bank Limited, therein referred to as the Purchaser of the Third Part.
- iii. Indenture of Conveyance dated 1st August, 2019, duly registered with the Office of the Sub Registrar of Assurances of Andheri No.6 under Serial No. BDR/17/8441/2019, made and executed between Bombay Mercantile Co-operative Bank Limited therein referred to as the Seller of the One Part



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and Krati Global Trading Private Limited Bank therein referred to as the Purchaser of the Other Part.

- iv. Indenture of Conveyance dated 24th December, 2020, duly registered with the Office of the Joint Sub Registrar of Assurances of Andheri No.6 under Serial No. BDR 17/10823/2020, made and executed between Krati Global Trading Private Limited therein referred to as the Seller of the One Part and the First Owners herein, therein referred to as the Purchasers of the Other Part.
 - v. Development Agreement dated 15th September, 2022, duly registered before the Joint Sub-Registrar of Assurances at Andheri No.7 bearing registration no. BDR/18/15779/2022 ("**First Development Agreement**") executed by and between the First Owners, therein referred to as the Owners of the One part, Developer herein, therein referred to as the Developer of the Second Part and Pearl Palace Building Private Limited therein referred to as the Confirming Party of the third part.
 - vi. Power of Attorney dated 15th September, 2022, duly registered before the Joint Sub-Registrar of Assurances at Andheri No.7 bearing registration No. BDR-18-15780-2022 executed by the First Owners in favour of Pranav Ashar (being director of the Developer) ("**First Power of Attorney**").
 - vii. Property Register Card of the First Property.
 - viii. TPS remarks.
- 6) There are no pending/ongoing litigations subject to clause 10 of qualifying Comments/Remarks.

Dated this 15th day of May, 2023

Krishna Tanna Associates


Proprietor



KRISHNA TANNA ASSOCIATES

Advocates and Solicitors (England and Wales)

Ground floor, Haresh Ichha, Plot No. 10, Navyug Society, N. S. Road No. 4, Juhu Scheme, Vile Parle (West), Mumbai 400056.

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FORMAT-A (CIRCULAR NO. 28/2021)

"ANNEXURE B" (In Respect of the Second Property)

- 1) Property card of the Second Property stands in the name of the Second Owner.
- 2) From perusing of TPS remarks and chain of title documents of the Second Property, it appears that plot number is erroneously mentioned in chain of title documents of the Second Property, however the CTS numbers for the Second Property is recorded correctly in chain of title documents for the same.
- 3) I have caused searches to be taken from the years 1950 to 2023 i.e. for a period of 74 (seventy four) years inter alia for the Second Property at the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Andheri -1 to 8 and online Index II Searches (E-Search) through Ashish S. Javeri. However, searches at the offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and non updation or omission of some of the entries, Ashish S. Javeri has given Search Report dated 7th April 2023.
- 4) **FLOW OF THE TITLE OF THE SECOND PROPERTY**
 - i. By an Indenture dated 22nd February, 1957, duly signed and registered with the Office of the Sub Registrar of Assurances at Bandra bearing Registration No. 318 of 1957, entered into by and between Louisa Miranda and Celina Miranda (the Vendors therein) of the One Part and Sarah Abraham (the Purchaser therein) of the Other Part, the Vendors therein sold, transferred, granted and conveyed to the Purchaser therein all that piece and parcel of land bearing Plot No. 41 forming part of Willington West Estate of the Bombay Catholic Co-operative Housing Society Ltd., area admeasuring 1515 square yards, bearing Final Plot No. 41 of the Santacruz T.P. Scheme No. IV in the Registration District and



Ashish S. Javeri

Sub District of Mumbai Suburban lying, being and situate at S.V. Road, Santacruz (West), Mumbai – 400054 (hereinafter referred to as “**the said Total Land**”), for the consideration and on the terms and conditions mentioned therein.

- ii. By an Indenture dated 30th April, 1961, duly registered with the Office of the Sub-Registrar of Assurances at Bandra bearing Registration No. BND/924 of 1961, entered into by and between Sarah Abraham (the Vendor therein) of the One Part and said Sarojinidevi, the Vendor therein sold, transferred, granted and conveyed to the Purchaser therein a portion of the said Total Land (being Final Plot No.41) and now bearing Final Plot No. 207 of TPS IV of Santacruz admeasuring 627.86 square yards or thereabouts (being First Property mentioned herein).
- iii. Vide an Indenture dated 24th January, 1976, duly registered with the Office of the Sub Registrar of Assurances at Bombay bearing Registration No. BOM/S-340/1976, entered into by and between Sarah Abraham (the Vendor therein) of the One Part and Vijay Bhagwandas Raheja (the Purchaser therein) of the Other Part, the Vendor therein sold, transferred, granted and conveyed to the Purchaser therein the remaining portion of the said Total Land being portion of the Final Plot No.41 admeasuring 887 square yards or thereabouts i.e. 744 sq. mtrs. (as per Property Card the area is 741.60 square meters) for the consideration and on the terms and conditions mentioned therein (hereinafter referred to as “**the Second Property**”).
- iv. The Second Property was subjected to the Town Planning Scheme and various variations were made therein from time to time and pursuant to the Santacruz T. P. S. No. IV, the Second Property was thereafter identified, surveyed and numbered as Final Plot No.206, bearing C.T.S No. G/503-A.
- v. From perusal of Indenture dated 23rd April 2015 (mentioned hereinbelow) it appears that though the conveyance of the Second Property had been



executed in favour of Vijay Raheja alone, he was acting in his capacity as a partner of and representing the erstwhile partnership firm of M/s. Pearl Palace ("Firm") and the Firm developed the Second Property and constructed building known as Pearl Palace (since demolished) thereon (hereinafter referred to as the "Erstwhile Second Building"). The Firm entered into agreements and sold the flats, tenements and garages in Erstwhile Second Building on ownership basis and had handed over possession thereof to the respective purchasers in or about 1976.

- vi. Vide an Indenture dated 23rd April, 2015, duly registered with the Office of the Sub Registrar of Assurances at Bandra bearing registration no. BDR-1/3540/2015, entered into by and between Vijay Bhagwandas Raheja (the Vendor therein) of the One Part and Pearl Palace Building Private Limited (the Purchaser therein) of the Other Part (hereinafter referred to as the "Second Owner"), the said Vijay Bhagwandas Raheja (in his capacity of partner and a person representing the Firm) sold, transferred, granted and conveyed to the Second Owner, the Second Property together with Erstwhile Second Building on the terms and conditions mentioned therein.
- vii. The Municipal Corporation of Greater Bombay (now Mumbai) earmarked and reserved an area admeasuring approx. 20 square mtrs. or thereabouts out of the said Final Plot No.206 of TPS IV of Santacruz towards the road set-back for road widening purposes.
- viii. Vide a Development Agreement dated 15th September, 2022, duly registered before the Joint Sub-Registrar of Assurances at Andheri No.7 bearing registration No. BDR-18-15784-2022, executed by and between the Second Owner, therein referred to as the Owner Company of the First part, shareholders of the Second Owner therein referred to as the Shareholders of the Second Part, the First Owners herein, therein referred to as the Confirming Parties of the Third Part and the Developer, therein referred to as the Developer of the Fourth Part, the Second Owner granted and assigned exclusive development rights to the Developer to develop the



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Second Property for the consideration and on the terms and conditions recorded therein.

5) **DOCUMENTS OF THE TITLE OF THE SECOND PROPERTY**

- i. Indenture dated 22nd February, 1957, duly registered with the Office of the Sub Registrar of Assurances at Bandra bearing Registration No. 318 of 1957, made and executed between Louisa Miranda and Celina Miranda therein referred to as the Vendors of the One Part and Sarah Abraham therein referred to as the Purchaser of the Other Part.
- ii. Indenture dated 24th January, 1976, duly registered with the Office of the Sub Registrar of Assurances at Bombay bearing Registration No. BOM/S-340/1976, made and executed between Sarah Abraham therein referred to as the Vendor of the One Part and Vijay Bhagwandas Raheja therein referred to as the Purchaser of the Other Part.
- iii. Photo copies of the agreements made and executed between M/s. Pearl Palace (hereinafter referred to as the "said Firm") and flat purchasers under Maharashtra Flats Ownership Act, 1963.
- iv. Indenture dated 23rd April, 2015, duly registered with the Office of the Sub Registrar of Assurances at Bandra bearing registration no. BDR-1/3540/2015, made and executed Vijay Bhagwandas Raheja therein referred to as the Vendor of the One Part and Pearl Palace Building Private Limited therein referred to as the Purchaser of the Other Part.
- v. Development Agreement dated 15th September, 2022, duly registered before the Joint Sub-Registrar of Assurances at Andheri No.7 bearing registration No. BDR-18-15784-2022 ("Second Development Agreement") executed by and between the Second Owner, therein referred to as the Owner Company of the First Part, Shareholders of the Owner Company therein referred to as the Shareholders of the Second Part, the First Owners herein, therein referred to as the Confirming Parties



of the Third Part and the Developer, therein referred to as the Developer of the Fourth Part.

- vi. Power of Attorney dated 15th September 2022 duly registered before the Joint Sub-Registrar of Assurances at Andheri No.7 bearing registration No. BDR-18-15786-2022 executed by the Second Owner in favour of Pranav Constructions Private Limited and Pranav Ashar (being director of the Developer) ("Second Power of Attorney").
 - vii. Property Register Card of the Second Property.
 - viii. TPS remarks.
- 6) There are no pending/ongoing litigations subject to clause 10 of qualifying Comments/Remarks.

Dated this 15th day of May, 2023

Krishna Tanna Associates


Proprietor

