

# RJD & PARTNERS

ADVOCATES & SOLICITORS

Ref/ 214 /2025

To

**Maharashtra Real Estate Regulatory Authority ("Maha RERA")**  
6<sup>th</sup> and 7<sup>th</sup> 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 all that piece and parcel of land admeasuring 22,135 square meters or thereabouts and more particularly described in the **Schedule** hereunder written and hereinafter referred to as "**Land**".

We have investigated the title of the Land on the request of Prestige Estates Project Limited, a company incorporated under the provisions of Companies Act, 1956 and deemed to be existing under provisions of Companies Act, 2013 and having its registered office at Prestige Falcon, Tower No. 19, Brunton Road, Bangalore 560025 and office at Unit No. 1005/1002, 10<sup>th</sup> floor, Godrej BKC, Plot No. C-68, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter referred to as "**Prestige**") and on the basis of the following documents, *i.e.:*

### 1. Description of the Land:

All that piece and parcel of land admeasuring 22,135 square meters or thereabouts being a portion of land bearing New Survey No. 13 Hissa No. 1 corresponding to Old Survey No. 92 admeasuring 59,700 square meters or thereabouts, situate lying and being at Village Mahajanwadi, Taluka and District Thane and within the jurisdiction of Mira Bhayandar Municipal Corporation (MBMC) and bounded as follows:

On or towards the North	:	by Gulmohar Industry;
On or towards the South	:	by DP Road;
On or towards the East	:	by Survey No. 6 Hissa No. 5; and
On or towards the West	:	by Old Survey No. 92.

### 2. Documents of title relating to the Land and more particularly set out in **Annexure "C"** hereto. 7/12 extract certified on 3<sup>rd</sup> January, 2025 issued by the Government of Maharashtra pertaining to land bearing Survey No. 13 Hissa No. 1 at Village Mahajanwadi,

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Taluka and District Thane.

3. Search Reports dated 25<sup>th</sup> November, 2024 issued by Mr. Manoj N. Satam, Title Investigator and 4<sup>th</sup> September, 2025 issued by Mr. Eknath S. Gaokar, Search Clerk in respect of searches caused to be undertake in the Office of the Sub-Registrar of Assurances in relation to the Land for the last 30 (thirty) years, *i.e.*, from 1995 to 2025.
4. Based on the documents perused by us and set out in **Annexure "C"** and the flow of title set out in perusal **Annexure "A"** hereto, we are of the opinion that the title of Prestige Estates Projects Limited to the Land along with the right to utilize the balance FSI/ TDR emanating from the Larger Land is clear, marketable without any encumbrances.

Owner and developer of the Land: Prestige Estates Project Limited

Description of the Land:

All that piece and parcel of land admeasuring 22,135 square meters or thereabouts being a portion of land bearing New Survey No. 13 Hissa No. 1 corresponding to Old Survey No. 92 admeasuring 59,700 square meters or thereabouts, situate lying and being at Village Mahajanwadi, Taluka and District Thane and within the jurisdiction of Mira Bhayandar Municipal Corporation (MBMC) and bounded as follows:

On or towards the North: by Gulmohar Industry;

On or towards the South: by DP Road;

On or towards the East: by Survey No. 6 Hissa No. 5; and

On or towards the West: by Old Survey No. 92.

The report reflecting the flow of title of Prestige on the Land is enclosed herewith as **Annexure "A"**.

Encl: **Annexures**

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Dated this 10<sup>th</sup> day of October, 2025



Yours truly  
For RJD & Partners

A handwritten signature in black ink that appears to read "Vineet Nalawalla".

Vineet Nalawalla, Advocate and  
Solicitor  
Partner

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## Annexure "A"

*(Flow of Title)*

Re: All that piece and parcel of land admeasuring 22,135 square meters or thereabouts being a portion of land out of land bearing New Survey No. 13 Hissa No. 1 corresponding to Old Survey No. 92 admeasuring 59,700 square meters or thereabouts, situate lying and being at Village Mahajanwadi, Taluka and District Thane more particularly described in the **Schedule** hereunder written and hereinafter referred to as "**Land**".

1. We have been requested by Prestige Estates Projects Limited, a public limited company incorporated under the provisions of Companies Act, 1956 and deemed to be existing under the provisions of Companies Act, 2013 and having its registered office at Prestige Falcon, Tower No. 19, Brunton Road, Bangalore 560025 office address at 1005, 10<sup>th</sup> Floor, Godrej BKC, Plot C-68, G-Block, Bandra Kurla Complex, Bandra East, Mumbai 400051 to investigate its title in respect of the Land.
2. We have prepared this Legal Title Report in respect of the Land on the basis of review of the following:
  - (a) copies of the documents furnished to us in respect of, *inter alia*, the Land, as set out in **Annexure "C"** hereto;
  - (b) Search Reports dated 25<sup>th</sup> November, 2024 issued by Manoj N. Satam, Title Investigator and 4<sup>th</sup> September, 2025 issued by Eknath Gaokar, Search Clerk in respect of searches caused to be undertaken in the Office of the Sub-Registrar of Assurances in relation to the Land from 1995 up to 4<sup>th</sup> September, 2025;
  - (c) Report dated 4<sup>th</sup> September, 2025 issued by Perfios Software Solutions Private Limited in respect of online searches caused to be undertaken in the Supreme Court of India, High Courts, District Courts and other tribunals in India, in respect of any litigation or dispute in relation to Prestige;
  - (d) Report dated 9<sup>th</sup> September, 2025 issued by Jinal Dawda, Company Secretary, in respect of online searches caused to be undertaken on the portal of the Central Registry of Securitisation Asset Reconstruction and Security Interest in respect of the charges created by Prestige on the Land; and
  - (e) Report dated 8<sup>th</sup> September, 2025 issued by Jinal Dawda, Company Secretary, in respect of searches caused to be undertaken on official site of Ministry of

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Corporate Affairs with respect to the charges created by Prestige on the Land.

3. Based on the documents provided to us and set out in **Annexure "C"** hereto and subject to the Assumptions and Qualifications set out in **Annexure "B"** hereto, our observations are as under:

## A. FLOW OF TITLE

### I. The Land

1. It appears that since the year 1972, The Estate Investment Company Limited (hereinafter referred to as "**EICL**") was the owner of and well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 92 admeasuring 14 acres 36 gunthas situate lying and being at Village Mira, Taluka and District Thane (hereinafter referred to as "**Survey No. 92**").
2. From a review of Mutation Entry No. 1297 dated 9<sup>th</sup> February, 1984, it appears that according to the Consolidation Final Land Acquisition Register pertaining to Survey No. 92 provided by the Estate Officer and Deputy Collector, a portion admeasuring 6 ares from and out of Survey No. 92 was acquired by the State Government for the purpose of National Highway Road and pursuant to Notice dated 9<sup>th</sup> February, 1984 bearing reference no. *Jaminvar / Vashi / 335* of the Tehsildar, Thane, the Government was recorded as the owner thereof in the revenue records pertaining to Survey No. 92.
3. It appears that sometime in the years 1996-97, a new village known as Village Mahajanwadi was created within Thane Taluka and pursuant to creation of such new village, the land bearing old Survey No. 92 formed part of the new Village and was renumbered as Survey No. 13 of Village Mahajanwadi. Further, from a review of the 7/12 extracts pertaining to land bearing old Survey No. 92 (Part), it appears that the aforementioned portion of land admeasuring 6 ares was renumbered and allotted new Survey No. 13 Hissa No. 2 and the balance portion of land was allotted new Survey No. 13 Hissa No. 1 (hereinafter referred to as "**Estate Land**").
4. From a review of Mutation Entry No. 1798 dated 21<sup>st</sup> June, 2005, and Mutation Entry No. 57 dated 22<sup>nd</sup> May, 2006, it appears that, by an Order dated 17<sup>th</sup> June, 2005 bearing reference no. *Yeor / 150 / Year 2005 / 2006* and Order dated 25<sup>th</sup> January, 2006 bearing reference no. *4 / 97*, respectively, both passed by the Range Forest Officer, Yeor, under the provisions of Maharashtra Private Forest (Acquisition) Act, 1975, the name of Maharashtra Government was recorded in the 'holders' column and 'other rights' column of revenue records pertaining to, *inter alia*, Estate Land. It appears that the aforementioned

Mutation Entry No. 57 was challenged before the Sub-Divisional Officer Thane Division, Thane in RTS Appeal No. 64 of 2014 filed by EICPL against the Assistant Conservator of Forests (Wildlife), Sanjay Gandhi National Park, Borivali. By an Order dated 13<sup>th</sup> October, 2014 passed by the Sub-Divisional Officer, Thane Division, Thane in the aforementioned RTS Appeal No. 64 of 2014, the Sub-Divisional Officer cancelled Mutation Entry No. 57 and deleted the entry recording the name of Maharashtra Government from the 'holders' column and 'other rights' column of revenue records pertaining to Estate Land. Mutation Entry No. 365 dated 31<sup>st</sup> October, 2014 records the foregoing. Whilst Mutation Entry No. 57 was cancelled pursuant to the aforementioned Order and Mutation Entry No. 365, we have not been provided with mutation entry with respect to cancellation of Mutation Entry No. 1798.

5. It appears that the name of The Estate Investment Company Limited was changed to The Estate Investment Company Private Limited (hereinafter referred to as "EICPL").
6. By and under a Memorandum of Understanding dated 9<sup>th</sup> August, 2005 executed by and between The Estate Investment Company Private Limited therein referred to as 'Owners' of the One Part and Conwood Construction Company Private Limited therein and hereinafter referred to as "**Conwood**" of the Other Part (hereinafter referred to as "**MOU**"), EICPL agreed to grant in favour of Conwood, the development rights with respect to 70% (seventy percent) area together with the benefit in respect of such 70% (seventy percent) area forming part of Estate Land including the present and future floor space index and/or transferable development rights in respect thereof for the consideration and subject to the terms and conditions more particularly mentioned therein.
7. Simultaneous to the execution of the MOU, by and under a Power of Attorney dated 9<sup>th</sup> August, 2005, EICPL appointed, constituted and nominated Conwood and its directors and nominees, *viz.* Vinod K. Goenka and Pramod K. Goenka as its constituted attorney, to undertake the acts, deeds, matters and things more particularly set out therein.
8. It appears that pending the grant of development rights in favour of Conwood in respect of an area equivalent to 70% (seventy percent) of Estate Land, Conwood approached EICPL and EICPL agreed to grant in favour of Conwood the development rights in respect of balance 30% (thirty percent) of Estate Land for the consideration and subject to the terms and conditions agreed between them.
9. By and under a Joint Venture Agreement dated 24<sup>th</sup> February, 2007 executed by and between Conwood Construction Company Private Limited therein referred to as 'Conwood' of the One Part and DB Realty Limited therein and hereinafter referred to as "**DB**" of the Other Part (hereinafter referred to as "**Joint Venture Agreement**"), DB

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agreed to jointly develop the Estate Land with Conwood by forming a joint venture to be named as 'Conwood-DB Joint Venture' for the consideration and subject to the terms and conditions more particularly mentioned therein. Pursuant to the Joint Venture Agreement, parties thereto formed an Association of Persons known as 'Conwood-DB JV' (hereinafter referred to as "**Conwood DB JV**") for the limited purpose and objects as set out thereunder.

10. By and under an Articles of Agreement dated 16<sup>th</sup> April, 2007 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-5971 of 2007 executed by and between The Estate Investment Company Private Limited therein referred to as 'Owners' of the One Part and Conwood Construction Company Private Limited therein referred to as 'Developers' of the Other Part (hereinafter referred to as "**Articles of Agreement**"), EICPL granted in favour of Conwood, the right to develop Estate Land on an '*as is where is basis*', as regards its physical condition and title thereof for the consideration and subject to the terms and conditions mentioned more particularly therein.
11. Simultaneous to the execution of the Articles of Agreement, by and under a Power of Attorney dated 14<sup>th</sup> June, 2007 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-5972 of 2007, EICPL appointed, constituted and nominated Conwood and its directors and nominees, *viz.* Vinod K. Goenka and Pramod K. Goenka as its constituted attorney, to undertake the acts, deeds, matters and things more particularly set out therein.
12. From a review of the MAN Development Agreement (*described more particularly in Paragraph 13 below*), it appears that by and under a Scheme of Amalgamation dated 23<sup>rd</sup> November, 2007, Conwood Construction Company Private Limited and Conwood Investments Private Limited (both wholly owned subsidiaries of Conwood Constructions and Developers Private Limited (hereinafter referred to as "**CCDPL**")) merged into CCDPL and accordingly all assets and liabilities of Conwood, including the development rights of Conwood in respect of Estate Land stood vested in CCDPL.
13. By and under a Deed of Assignment of Development Rights dated 19<sup>th</sup> August, 2015 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-10-12106 of 2015 executed by and between Conwood DB JV comprising of DB Realty Limited and Conwood Constructions and Developers Private Limited, therein referred to as 'Conwood DB JV' of the First Part, Man Vastucon LLP therein and hereinafter referred to as "**Man Vastucon**" of the Second Part, The Estate Investment Company Private Limited therein referred to as 'EICPL' of the Third Part, Conwood Constructions and Developers Private Limited therein referred to as 'CCDPL' of the Fourth Part and DB Realty Private Limited therein referred to as 'DB Realty' of the Fifth Part (hereinafter

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referred to as "MAN Development Agreement") Conwood DB JV assigned in favour of Man Vastucon, its development rights in Estate Land for the consideration and subject to the terms and conditions more particularly set out therein. Mutation Entry No. 455 dated 2<sup>nd</sup> May, 2018 records the foregoing.

14. Simultaneous to the execution of the MAN Development Agreement, by and under a Power of Attorney dated 19<sup>th</sup> August, 2015 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-10-12107 of 2015, Conwood DB JV appointed, constituted and nominated Man Vastucon LLP as its constituted attorney, to undertake the acts, deeds, matters and things more particularly set out therein.
15. From a review of Mutation Entry No. 387 dated 9<sup>th</sup> December, 2015, it appears that, by an Order dated 28<sup>th</sup> March, 2013 bearing reference no. Revenue / Section-1 / T-7 / Mining / SR-336 / 10-11 passed by the Tehsildar, Thane and by an Order dated 14<sup>th</sup> August, 2013 bearing reference no. Revenue / Class – 2 / T-4 / *Gankh* / SR – 336 / 10-11 passed by the Tehsildar, Thane, a charge of amount Rs. 27,85,150/- (Rupees Twenty Seven Lac Eighty Five Thousand One Hundred Fifty only), was imposed as penalty on account of unauthorised excavation / filler work undertaken by the defaulter in violation of the provisions of the Maharashtra Land Revenue Code, 1966, in respect of Estate Land and the same was recorded in the 'other rights' column of the revenue records pertaining thereto.
16. By an Order dated 22<sup>nd</sup> August, 2016 passed by the Sub-Divisional Officer, Thane Division, Thane, in Appeal No. TD / 2 / *Gankh* / Appeal / SR / 000148 / 16, the aforementioned Order dated 28<sup>th</sup> March, 2013 passed by the Tehsildar, Thane was set aside, and the defaulter was ordered to pay an amount of Rs. 1,32,800/- (Rupees One Lac Thirty Two Thousand Eight Hundred only) by way of royalty to the Government. By an order dated 13<sup>th</sup> July, 2017 bearing reference no. Mahsul / Class-1 / T-4 / *Gankh* / SR – 336 / 10-11 passed by the Tehsildar, Thane, the Tehsildar, Thane deleted the entry in respect of the aforementioned amount of Rs. 27,85,150/- (Rupees Twenty Seven Lac Eighty Five Thousand One Hundred Fifty only) from the from the 'other rights' column of the revenue records pertaining to Estate Land, in *lieu* of payment of the aforementioned amount Rs. 1,32,800/- (Rupees One Lac Thirty Two Thousand Eight Hundred only) to the revenue authorities.
17. By and under an Articles of Agreement dated 9<sup>th</sup> June, 2016 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-7662 of 2016 executed by and between The Estate Investment Company Private Limited therein referred to as 'Owners' of the First Part, Conwood Construction and Developers Private Limited therein referred to as 'Developers' of the Second Part and the Officer-in-Charge of Mira Bhayandar

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Municipal Corporation therein referred to as 'Corporation' and hereinafter referred to as "**MBMC**" of the Third Part, EICPL conveyed in favour of MBMC a portion of land admeasuring 5,255 square meters from and out of Estate Land towards Amenity Open Space for the consideration and in the manner more particularly mentioned therein.

18. By and under an Articles of Agreement dated 9<sup>th</sup> June, 2016 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-7663 of 2016 executed by and between The Estate Investment Company Private Limited therein referred to as 'Owners' of the First Part, Conwood Construction and Developers Private Limited therein referred to as 'Developers' of the Second Part and the Officer-in-Charge of Mira Bhayandar Municipal Corporation therein referred to as 'Corporation' of the Third Part, EICPL conveyed in favour of MBMC, a portion of land admeasuring 8,717 square meters from and out of Estate Land towards 30 meters wide development plan road for the consideration and in the manner more particularly mentioned therein. Mutation Entry No. 407 dated 15<sup>th</sup> December, 2016 records the foregoing.
19. By and under an Indenture of Conveyance dated 29<sup>th</sup> March, 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-9355 of 2017 executed by and between The Estate Investment Company Private Limited therein referred to as 'Vendor' of the First Part, Goan Hotels & Realty Private Limited therein referred to as 'Purchaser No. 1' and hereinafter referred to as "**Goan Hotels**" of the Second Part, Horizontal Realty and Aviation Private Limited therein referred to as 'Purchaser No. 2' and hereinafter referred to as "**Horizontal Realty**" of the Third Part, Eversmile Construction Company Private Limited therein referred to as 'Purchaser No. 3' and hereinafter referred to as "**Eversmile**" of the Fourth Part and Conwood DB JV therein referred to as 'Conwood DB JV' of the Fifth Part read with Deed of Rectification dated 13<sup>th</sup> August, 2018 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-11520 of 2018 executed between the Estate Investment Company Limited therein referred to as the 'Vendor' of the First Part, Conwood DB JV therein referred to as the 'Confirming Party' of the Second Part, Goan Hotels & Realty Private Limited therein referred to as 'Purchaser No. 1' of the Third Part, Horizontal Realty and Aviation Private Limited therein referred to as 'Purchaser No. 2' of the Fourth Part and Eversmile Construction Company Private Limited therein referred to as 'Purchaser No. 3' of the Fifth Part, EICPL sold, transferred and conveyed (a) 55% (fifty five percent) undivided right, title and interest in the Estate Land in favour of Goan Hotels, (b) 35% (thirty five percent) undivided right, title and interest in the Estate Land in favour of Horizontal Realty and (c) 10% (ten percent) undivided right, title and interest in the Estate Land in favour of Horizontal, for the consideration and in the manner more particularly mentioned therein. Mutation Entry No. 454 dated 27<sup>th</sup> March, 2018 and Mutation Entry

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No. 462 dated 19<sup>th</sup> October, 2018 record the foregoing.

20. By and under a Deed of Modification of Deed of Assignment of Development Rights dated 18<sup>th</sup> August, 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-11769 of 2017 executed by and between Conwood DB JV therein referred to as 'Conwood DB JV' of the First Part, Man Vastucon LLP therein referred to as 'the Developer' of the Second Part, Goan Hotels & Realty Private Limited therein referred to as 'Owner No. 1' of the Third Part, Horizontal Realty and Aviation Private Limited therein referred to as 'Owner No. 2' of the Fourth Part and Eversmile Construction Company Private Limited therein referred to as 'Owner No. 3' of the Fifth Part (hereinafter referred to as "**Modification Deed**"), the parties thereto, *inter alia*, agreed that Man Vastucon shall be entitled to construct and develop the project on Estate Land and Survey No. 12/2 (*defined in Paragraph V (1) below*), by utilising the full building potential of the Estate Land and Survey No. 12/2, including FSI and TDR, premium FSI, the land and construction TDR available in respect of the amenity open space, reservation and DP Road and the MAN Development Agreement was, *inter alia*, modified accordingly.
21. Simultaneous to the execution of the Modification Deed, by and under a Power of Attorney dated 18<sup>th</sup> August, 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-11772 of 2017, Goan Hotels, Horizontal Realty and Eversmile appointed, constituted and nominated Man Vastucon as their constituted attorney, to undertake the acts, deeds, matters and things more particularly set out therein.
22. From a review of Mutation Entry No. 480 dated 3<sup>rd</sup> December, 2019 it appears that the name of the Mira Gram Panchayat was recorded in the 'other rights' column pertaining to Estate Land, as the owner in respect of a public road, however, pursuant to Order dated 21<sup>st</sup> September, 2019 bearing reference no. Revenue / Class 1 / T-2 / Jaminvar / Kavi – 11166 / 2019 passed by the Tehsildar, Thane, the said entry was deleted and the area of land bearing Survey No. 13 Hissa No. 1 was recorded as 59,700 square meters.
23. From our review of a Certificate of Incorporation Pursuant to Change of Name dated 6<sup>th</sup> September, 2021 issued by Registrar of Companies, Mumbai we note that the name of Horizontal Realty and Aviation Private Limited was changed to 'Horizontal Ventures Private Limited' (hereinafter referred to as "**Horizontal Ventures**").
24. By and under an Articles of Agreement dated 29<sup>th</sup> October, 2021 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-15225 of 2021, executed by and between Goan Hotels & Realty Private Limited therein referred to as 'Owner No. 1' of the First Part, Horizontal Realty and Aviation Private Limited therein referred to as 'Owner No. 2' of the Second Part, Eversmile Construction Company Private Limited

therein referred to as 'Owner No. 3' of the Third Part and Man Vastucon LLP therein referred to as 'Developer' of the Fourth Part and the Officer-in-Charge of Mira Bhayandar Municipal Corporation therein referred to as 'MBMC' of the Fifth Part, Goan Hotels, Horizontal Ventures and Eversmile conveyed in favour of MBMC a portion of land admeasuring 976.54 square meters from and out of Estate Land towards amenity open space for the consideration and in the manner more particularly set out therein. Mutation Entry No. 531 dated 30<sup>th</sup> May, 2022 *inter alia* records the foregoing. From a review of the captioned Articles of Agreement, we note that although Horizontal Realty and Aviation Private Limited has been made a party thereto as 'Owner No. 2', the name of Horizontal Realty and Aviation Private Limited had been changed to Horizontal Ventures Private Limited in the manner more particularly described in Paragraph 23 above.

25. By and under a Deed of Transfer and Conveyance dated 27<sup>th</sup> March, 2025 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-2-9341 of 2025 of 2024 executed by and between Goan Hotels & Realty Private Limited therein referred to as 'Vendor No. 1' of the First Part, Horizontal Ventures Private Limited therein referred to as 'Vendor No. 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Vendor No. 3' of the Third Part, Man Vastucon LLP therein referred to as 'MAN' of the Fourth Part and Prestige Estates Projects Limited therein referred to as 'Purchaser' of the Fifth Part (hereinafter referred to as "**Prestige Conveyance Deed**"), Goan Hotels, Horizontal Ventures and Eversmile, sold and conveyed in favour of Prestige, *inter alia*, all their (individual and collective) right, title and interest in the Land from and out of Estate Land for the consideration and in the manner more particularly mentioned therein and Man Vastucon surrendered and released its rights and entitlements in the Land along with the balance FSI/ TDR (present and future) emanating from the Larger Land (*described more particularly in Paragraph V (1) below*) and to be utilized on the Land in the manner more particularly mentioned therein.
26. By and under a Deed of Modification dated 27<sup>th</sup> March, 2025 of Deed of Assignment of Development Rights dated 19<sup>th</sup> August, 2015 read with Deed of Modification dated 18<sup>th</sup> August, 2017 registered with the Office of Sub-Registrar of Assurances under Serial No. TNN-2-9352 of 2025 executed by and between Goan Hotels & Realty Private Limited therein referred to as 'Owner No. 1' of the First Part, Horizontal Ventures Private Limited therein referred to as 'Owner No. 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Owner No. 3' of the Third Part and Man Vastucon LLP therein referred to as 'Developer' of the Fourth Part, Goan Hotels, Horizontal Ventures and Eversmile, *inter alia*, agreed that their entire entitlement to the realizations under the MAN Development Agreement and the Modification Deed have been received from Man Vastucon in full and final settlement thereof and discharged Man Vastucon in

respect thereof and further discharged Man Vastucon from sharing any amount towards the realisations for the Larger Land.

**II. Rights claimed by the heirs of Maruti Kamlya Desai**

1. It appears that the name of one Maruti Kamlya Desai was reflected as the tenant cultivating a portion admeasuring 1 acre 10 gunthas out of the Survey No. 92 during the years 1958-59.
2. It appears that by an under an Agreement of Lease dated 11<sup>th</sup> December, 1967 registered with the Office of the Sub-Registrar of Assurances under Serial No. 117 of 1967, Laxmibai Maruti Desai (being the heir of Maruti Kamlya Desai) demised Survey No. 92 in favour of one Kantilal Badabhai Parekh for the premium paid and rent reserved and subject to the terms and conditions more particularly mentioned therein.
3. It appears that by and under Sub-lease Agreement dated 12<sup>th</sup> July, 1974, Kantilal Badabhai Parekh demised by way of sub-lease Survey No. 92 in favour of one Danmal Dalichand Jain for the premium paid and rent reserved and subject to the terms and conditions more particularly mentioned therein.
4. It appears that the abovementioned Danmal Dalichand Jain expired on 3<sup>rd</sup> May, 1985 leaving behind him his wife, Lilavati Jain and sons, Ajit Kumar Jain, Kanakraj Jain, Janakumar Jain, Vijay Kumar Jain and Shravan Kumar as his only legal heirs.
5. It appears that by a Deed of Surrender dated 22<sup>nd</sup> May, 1986 registered with the Office of the Sub-Registrar of Assurances under Serial No. 309 of 1986, Kantilal Badabhai Parekh surrendered his leasehold right, title and interest in Survey No. 92 in favour one Amruta Patel, Varsha Patel and Heena Patel. It appears further, that by an under a Deed of Release dated 22<sup>nd</sup> May, 1986 registered with the Office of the Sub-Registrar of Assurances under Serial No. 3368 of 1986, the abovementioned Lilavati, Ajit Kumar Jain, Kanakraj Jain, Janakumar Jain, Vijay Kumar Jain and Shravan Kumar released their sub-leasehold right, title and interest in the Survey No. 92 in favour of Amruta Patel, Varsha Patel and Heena Patel.
6. It appears that the said Amruta Patel, Varsha Patel and Heena Patel along with five others formed a partnership firm known as 'Shelter Developers' (hereinafter referred to as "**Shelter Developers**"). Further, it appears that pursuant to the formation of the partnership firm, the leasehold rights in respect of the Survey No. 92 vested in Shelter Developers.
7. By and under Consent Terms dated 10<sup>th</sup> July, 2015 filed in Special Leave Petition No.



28307 of 2013 filed before the Hon'ble Supreme Court of India by Shelter Developers against EICPL (hereinafter referred to as "**Shelter Consent Terms**"), Shelter Developers agreed to not press any of its claims, contentions and demands in respect of Survey No. 92 and irrevocably waived its right, title interest or claims made in all prior proceedings filed in respect of Survey No. 92.

8. However, certain proceedings filed by the legal heirs of Maruti Kamlya Desai (or through their constituted attorney) with respect to their claims pertaining to Estate Land are set out below in Paragraph B.

### **III. Rights claimed by Govind Bhiku Babar and his legal heirs**

1. It appears that the name of one Govind Bhiku Babar was recorded in the other rights column pertaining to Survey No. 92.
2. From a review of Mutation Entry No. 1279 dated 31<sup>st</sup> March, 1983, it appears that pursuant to an Order dated 4<sup>th</sup> January, 1983 bearing reference no. TEN / 235 / 1982 passed by the Maharashtra Land Revenue Tribunal, an Order dated 15<sup>th</sup> October, 1982 bearing reference no. TA 3 / 7892 / 80 of the Sub-Divisional Officer Thane was stayed up to 3<sup>rd</sup> March, 1983. Since the stay order had lapsed, the name of Hasanali Hasmullah Chaudhary as the duly constituted attorney of Govind Bhiku Babar was recorded in the other rights column pertaining to Survey No. 92 in accordance with Order dated 18<sup>th</sup> November, 1977 bearing reference no. TEN Case No. 85 / 13 / 3 – 69. However, from a review of Mutation Entry No. 1683 dated 3<sup>rd</sup> March, 1995 it appears that pursuant to an Order dated 2<sup>nd</sup> January, 1995 bearing reference no. Kra. / TD / VI / *illegible* / WS / 2207 passed by the Sub-Divisional Officer, the name of the aforementioned Hasanali Hasmullah Chaudhary was deleted from the other rights column pertaining to Survey No. 92.
3. From a review of Mutation Entry No. 9 dated 4<sup>th</sup> August, 1997, it appears that, Govind Bhiku Babar expired on 31<sup>st</sup> March, 1996 leaving behind him, his wife, Gangubai Govind Babar, his sons, Eknath Govind Babar and Ramesh Govind Babar and his daughter, Manisha Raju Kataria as his only legal heirs.
4. It appears that Eknath Govind Babar expired leaving behind him Mangesh Eknath Babar, Nagesh Eknath Babar and Manisha Eknath Babar as his legal heirs.
5. It appears that a Civil Writ Petition bearing No. 1131 of 1999 was filed before the Hon'ble Bombay High Court by Gangubai Govind Babar, Eknath Govind Babar, Mangesh Eknath Babar and Manisha Eknath Babar against EICPL, *inter alia*, praying for a writ of *certiorari* or for any other writ or order calling for proceedings of judgment and order dated 8<sup>th</sup>

January, 1997 by the Maharashtra Land Revenue Tribunal, in Revision Application being No. TEN A / 3 / 90 arising out of judgment and order dated 14<sup>th</sup> June, 1989 passed by the Assistant Collector in TNC Appeal No. 3 of 1970 which in turn arose out of judgment and order dated 18<sup>th</sup> November, 1977 passed by the Tahsildar, Thane in TEN Case No. 85-A / 3-69 and Ten. Case No. 1 of 1969 be called for and after examining the legality, validity and propriety thereof the aforementioned order dated 8<sup>th</sup> January, 1997 be quashed and set aside and orders dated 14<sup>th</sup> June, 1989 and 18<sup>th</sup> November, 1977 be restored. By and under Consent Terms dated 11<sup>th</sup> August, 2005 filed in the aforementioned Writ Petition by Gangubai Govind Babar (deceased), Eknath Govind Babar (deceased), Mangesh Eknath Babar (for himself and as the guardian of Nagesh Eknath Babar and Manisha Eknath Babar), Nagesh Eknath Babar, Manisha Eknath Babar, Ganesh Govind Babar *alias* Ramesh Govind Babar, Anita Raju Kataria and EICPL, EICPL agreed to rehabilitate the petitioners in permanent alternate accommodation in consideration of the petitioners confirming, *inter alia*, that they had no lawful right, title and interest in or to enter into any transaction in respect of the Estate Land or any part thereof and the hutments / structures constructed thereon by their predecessors were unauthorized. By and under an Order dated 23<sup>rd</sup> August, 2005, the aforementioned Writ Petition was disposed of in accordance with the Consent Terms.

6. From a review of Mutation Entry No. 56 dated 12<sup>th</sup> January, 2006 it appears that, by an Order dated 12<sup>th</sup> January, 2006 bearing reference no. Revenue / Class-1 / T-3 / SR / *Hakknond / Vashi / 1821 / 05* passed by the Office of the Tehsildar, Thane, the names of Gangubai Govind Babar, Eknath Govind Babar, Ramesh Govind Babar and Manisha Raju Kataria were deleted from the 'other rights' column of the revenue records pertaining to Estate Land.
7. It appears that Mangesh Eknath Babar expired leaving him his minor son Dhanesh Mangesh Babar and minor daughter, Sadhana Magesh Babar as his legal heirs.
8. By and under various Permanent Alternate Accommodation Agreements executed by Goan Hotels & Realty Private Limited therein referred to as 'Owner 1' of the First Part, Horizontal Ventures Private Limited therein referred to as 'Owner 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Owner 3' of the Third Part, Man Vastucon LLP therein referred to as 'Developer' of the Fourth Part in favour of various allottees, Goan Hotels, Horizontal Ventures and Eversmile allotted in favour of the allottees therein, Row House Nos. H-101, H-102 and H-103 being constructed on a portion of Estate Land, free of cost on ownership basis, subject to the terms and conditions more particularly mentioned therein. Details of the aforementioned Permanent Alternate Accommodation Agreements are set out in Annexure "D" hereto.

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9. By and under a Lease Deed dated 17<sup>th</sup> May, 2024 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-9645 of 2024 executed by and between Goan Hotels & Realty Private Limited therein referred to as 'Owner 1 / Lessor 1' of the First Part, Horizontal Ventures Private Limited therein referred to as 'Owner 2 / Lessor 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Owner 3 / Lessor 3' of the Third Part, Man Vastucon LLP therein referred to as 'Developer / Confirming Party' of the Fourth Part, Ramesh Govind Babar *alias* Ganesh Govind Babar therein referred to as 'Lessee 1' of the Fifth Part, Manisha Raju Kataria *alias* Anita Raju Kataria therein referred to as 'Lessee 2' of the Sixth Part and (a) Nagesh Eknath Babar (for himself and on behalf of his minor niece Sadhana Mangesh Babar and minor nephew Dhanesh Mangesh Babar), (b) Manisha Eknath Babar, (c) Sadhana Mangesh Babar, (d) Dhanesh Mangesh Babar therein referred to as 'Lessees 3' of the Seventh Part, Goan Hotels, Horizontal Ventures and Eversmile granted in favour of Ramesh Govind Babar *alias* Ganesh Govind Babar, Manisha Raju Kataria *alias* Anita Raju Kataria, Nagesh Eknath Babar, Manisha Eknath Babar, Sadhana Mangesh Babar, and Dhanesh Mangesh Babar, the leasehold right, title, and interest in respect of a portion admeasuring 347.08 square meters forming part of Estate Land, whereupon the aforementioned Row House Nos. H-101, H-102 and H-103 are constructed, for a period of 999 (nine hundred ninety nine) years commencing from 17<sup>th</sup> May, 2024, for the lease rent reserved and subject to the terms and conditions more particularly mentioned therein.

10. Third party rights created by Govind Bhiku Babar

- (i) It appears that Govind Bhiku Babar executed an agreement with respect to Estate Land in favour of one Wahab Choudhary.
- (ii) It appears that by an under a Power of Attorney dated 12<sup>th</sup> September, 1977 Govind Bhiku Babar appointed, constituted and nominated Hassan Ali Khan as his constituted attorney, to undertake the acts, deeds, matters and things more particularly set out therein.
- (iii) It appears that by and under a Deed of Conveyance dated 13<sup>th</sup> June, 1986 registered with the Office of the Sub-Registrar of Assurances under Serial No. 3275 of 1986, Govind Bhiku Babar and Wahab Choudhary sold their right, title and interest in the Estate Land in favour of Amruta Patel, Varsha Patel and Heena Patel. Further, it appears that Hassan Ali Khan also surrendered his rights with respect to the Estate Land in favour of Amruta Patel, Varsha Patel and Heena Patel.
- (iv) As set out above in Paragraph II (6), the abovementioned Amruta Patel, Varsha Patel and Heena Patel along with 5 (five) others formed Shelter Developers and it

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appears that pursuant to the formation, the aforesaid rights acquired in the Estate Land also vested in Shelter Developers. Pursuant to Shelter Consent Terms, Shelter Developers agreed to not press any of its claims, contentions and demands in respect of the Estate Land and irrevocably waived its right, title interest or claims made all prior proceedings filed in respect of Estate Land.

#### IV. Raje Family

1. It appears that one Mahadev Ganpat Raje, Suresh Mahadev Raje, Prabhakar Mahadev Raje, Kisan Mahadev Raje and Reena Vikas Kumbhar (hereinafter collectively referred to as "**Raje Family**") were in possession of all that piece and parcel of land admeasuring 120 square meters (33 square meters as per Property Register Card) bearing Survey No. 92 corresponding to CTS No. 3460 (CTS No. 3815 as per Schedule I thereunder) of Village Mira, District Thane within the jurisdiction of Mira Bhayandar Municipal Corporation together with Structure No. 213 known as 'Raje Niwas' constructed thereon (hereinafter collectively referred to as "**Old Raje Structure**") and the name of the Raje Family was recorded in the property register card pertaining to land bearing CTS No. 3460 situate lying and being at Village Mire, Taluka Thane.
2. By and under an Articles of Agreement dated 22<sup>nd</sup> September, 2017 executed by and between Goan Hotels & Realty Private Limited therein referred to as 'Owner 1' of the First Part, Horizontal Realty and Private Limited therein referred to as 'Owner 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Owner 3' of the Third Part, Man Vastucon LLP therein referred to as 'Developer' of the Fourth Part and (i) Mahadev Ganpat Raje, (ii) Suresh Mahadev Raje, (iii) Prabhakar Mahadev Raje, (iv) Kisan Mahadev Raje and (v) Reena Vikas Kumbhar therein collectively referred to as 'Occupants / Holders' of the Fifth Part (hereinafter referred to as "**Raje Family Agreement**"), the Raje Family agreed to relinquish and surrender their rights in favour of Goan Hotels, Horizontal Realty, Eversmile and Man Vastucon in the Old Raje Structure and in lieu thereof, accept the permanent alternate accommodation on ownership basis of 5 (five) flats each having carpet area of 500 square feet forming part of a new building comprising of stilt plus 3 (thrcc) (part) storeys proposed to be constructed on a portion of Estate Land (hereinafter referred to as "**New Raje Structure**") subject to the terms and conditions more particularly mentioned therein.
3. From a review of the Death Certificate dated 27<sup>th</sup> April, 2023 issued by the Mira Bhayandar Municipal Corporation, we note that the abovementioned Mahadev Ganpat Raje expired on 5<sup>th</sup> October, 2020. It appears that at the time of his death, his sons, Suresh Mahadev Raje, Kisan Mahadev Raje, Prabhakar Mahadev Raje and his daughter Reena Vika Kumbhar were his only legal heirs.

4. By a notarised Declaration-cum-No Objection dated 5<sup>th</sup> August, 2023 executed by Reena Vikas Kumbhar, Reena Vikas Kumbhar released her right, title and interest in favour of Suresh Mahadev Raje, Kisan Mahadev Raje and Prabhakar Mahadev Raje, in Flat No. G-301 admeasuring approximately 500 square feet of carpet area on the Third Floor forming part of the New Raje Structure proposed to be allotted in favour of Mahadev Ganpat Raje pursuant to the terms of Raje Family Agreement.
5. By an Undertaking-cum-Indemnity dated 5<sup>th</sup> August, 2023 executed by and between Suresh Mahadev Raje therein referred to as 'Deponent 1' of the First Part, Prabhakar Mahadev Raje therein referred to as 'Deponent 2' of the Second Part, Kisan Mahadev Raje therein referred to as 'Deponent 3' of the Third Part, Goan Hotels & Realty Private Limited therein referred to as 'Owner 1' of the Fourth Part, Horizontal Ventures Private Limited therein referred to as 'Owner 2' of the Fifth Part, Eversmile Construction Company Private Limited therein referred to as 'Owner 3' of the Sixth Part and Man Vastucon LLP therein referred to as 'Developer' of the Seventh Part, Suresh Mahadev Raje, Prabhakar Mahadev Raje and Kisan Mahadev Raje *inter alia* declared that:
  - (i) upon the handover of Flat G-301, the deponents shall acquit, release and discharge Goan Hotels, Horizontal Ventures, Eversmile and Man Vastucon from and out of all obligations and responsibilities as stipulated in the Raje Family Agreement;
  - (ii) the deponents shall indemnify Goan Hotels, Horizontal Ventures, Eversmile, Man Vastucon and any apex organisation formed in respect of Estate Land, against claims from third parties; and
  - (iii) the deponents shall bear the cost in respect of any litigations or disputes arising in respect of Flat G-301 and shall be solely liable for the consequences in respect thereof.
6. By and under various Permanent Alternate Accommodation Agreements executed by Goan Hotels & Realty Private Limited therein referred to as 'Owner 1' of the First Part, Horizontal Ventures Private Limited therein referred to as 'Owner 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Owner 3' of the Third Part, Man Vastucon LLP therein referred to as 'Developer' of the Fourth Part in favour of various allottees, Goan Hotels, Horizontal Ventures and Eversmile allotted in favour of various allottees therein, flats forming part of the New Raje Structure constructed on a portion of Estate Land, free of cost on ownership basis, subject to the terms and conditions more particularly mentioned therein. Details of the aforementioned Permanent Alternate Accommodation Agreements are set out in **Annexure "E"** hereto.

7. By and under a Lease Deed dated 4<sup>th</sup> October, 2023 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-17469 of 2023 executed by and between Goan Hotels & Realty Private Limited therein referred to as 'Owner 1 / Lessor 1' of the First Part, Horizontal Ventures Private Limited therein referred to as 'Owner 2 / Lessor 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Owner 3 / Lessor 3' of the Third Part, Man Vastucon LLP therein referred to as 'Developer / Confirming Party' of the Fourth Part, Suresh Mahadev Raje therein referred to as 'Lessee 1' of the Fifth Part, Prabhakar Mahadev Raje therein referred to as 'Lessee 2' of the Sixth Part, Kisan Mahadev Raje therein referred to as 'Lessee 3' of the Seventh Part and Reena Vikas Kumbhar therein referred to as 'Lessee 4' of the Eighth Part, Goan Hotels, Horizontal Ventures and Eversmile granted in favour of Suresh Mahadev Raje, Prabhakar Mahadev Raje, Kisan Mahadev Raje and Reena Vikas Kumbhar, the leasehold right, title, and interest in respect of a portion admeasuring 368.28 square meters forming part of Estate Land, whereupon the aforementioned New Raje Structure are constructed, for a period of 999 (nine hundred ninety nine) years commencing from 4<sup>th</sup> October, 2023, for the lease rent reserved and subject to the terms and conditions more particularly mentioned therein.

## V. Development on Land

1. The Estate Land forms part of larger layout together with all those pieces and parcels of land (i) admeasuring 10,509 square meters out of land bearing Old Survey No. 260 (part) and new Survey No. 12 Hissa No. 2 admeasuring 40,500 square meters and situate lying and being at Village Mahajanwadi, Taluka and District Thane within the jurisdiction of MBMC (hereinafter referred to as "Survey No. 12/2"), and (ii) 1,442 square metres forming part of land bearing Old Survey No. 85 Hissa No. 5 and New Survey No. 6 Hissa No. 5, situate lying and being at Village Mahajanwadi, Taluka and District Thane and within the limits of the MBMC (hereinafter referred to as "Survey No. 6/5").

(The Estate Land, Survey No. 12/2 and Survey No. 6/5 are hereinafter collectively referred to as the "Larger Land")

2. Man Vastucon acquired the development rights of Survey No. 12/2 and acquired Survey No. 6/5 in the following manner:
  - (i) By and under an Agreement for Joint Development dated 19<sup>th</sup> January, 2018 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-982 of 2018 executed by and between Lion Pencils Limited therein referred to as 'Lion Pencils' of the First Part, Man Vastucon LLP therein referred to as 'Man Vastucon' of the Second Part, Goan Hotels & Realty Private Limited

therein referred to as the 'Goan Hotels' of the Third Part, Eversmile Construction Company Private Limited therein referred to as 'ECC' of the Fourth Part and Horizontal Realty and Aviation Private Limited therein referred to as 'Horizontal' of the Fifth Part read with the Supplemental Agreement dated 9<sup>th</sup> October, 2021 (hereinafter referred to as the "**Lion Pencils JDA**"), Lion Pencils Limited agreed to grant to Man Vastucon development rights to develop Survey No. 12/2, for the consideration and subject to the terms and conditions more particularly set out therein.

- (ii) Simultaneous to the execution of the Lion Pencils JDA, by and under a Power of Attorney dated 19<sup>th</sup> January, 2018 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-984 of 2018, Lion Pencils appointed, constituted and nominated Man Vastucon as its constituted attorney, to undertake the acts, deeds, matters and things more particularly set out therein.
- (iii) By and under an Indenture of Conveyance dated 22<sup>nd</sup> April, 2021 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-6044 of 2021 executed by and between Jani Properties Private Limited therein referred to as the 'Vendor' of the First Part and Preferred Properties LLP therein referred to as the 'Confirming Party' of the Second Part and Man Vastucon LLP therein referred to as the 'Purchaser' of the Third Part, Jani Properties Private Limited with the confirmation of Preferred Properties LLP sold transferred and conveyed in favour of Man Vastucon, Survey No. 6/5 for the consideration and in the manner more particularly set out therein.
- (iv) By and under an Articles of Agreement dated 29<sup>th</sup> October, 2021 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-15225 of 2021, executed by and between Goan Hotels & Realty Private Limited therein referred to as the 'Owner No. 1' of the First Part, Horizontal Realty and Aviation Private Limited therein referred to as 'Owner No. 2' of the Second Part, Eversmile Construction Company Private Limited therein referred to as 'Owner No. 3' of the Third Part and Man Vastucon LLP therein referred to as 'Developer' of the Fourth Part and the Officer-in-Charge of Mira Bhayandar Municipal Corporation therein referred to as 'MBMC' of the Fifth Part, Man Vastucon conveyed in favour of MBMC a portion of land admeasuring 1,261.16 square meters out of Survey No. 6/5 for the consideration and in the manner more particularly mentioned therein. Mutation Entry No. 531 dated 30<sup>th</sup> May, 2022 *inter alia* records the foregoing. From a review of the captioned Articles of Agreement, we note that although Horizontal Realty and Aviation Private Limited has been made a party thereto as 'Owner No. 2', the name of Horizontal Realty and Aviation Private Limited had been changed

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to Horizontal Ventures Private Limited in the manner more particularly described in Paragraph I (23) above.

3. By a Letter dated 30<sup>th</sup> April, 2015 bearing reference no. MMBC / TP / 439 / 2014-2015 issued by the Mira Bhayandar Municipal Corporation to, *inter alia*, Conwood Construction and Developers Private Limited (hereinafter referred to as "**Approval**"), the MBMC granted its approval for the construction and development of Larger Land, as an amalgamated layout.
4. By and under the Prestige Conveyance Deed (*described more particularly in Paragraph I (25) above*), (i) Man Vastucon surrendered and released / relinquished in favour of Goan Hotels, Horizontal Ventures and Eversmile, its rights and entitlement under the MAN Development Agreement read with the Modification Deed over the Land and the portion of the balance FSI and future FSI arising out of the Larger Land to the extent it relates to the Estate Land as also the right to develop and construct on Estate Land, (ii) Man Vastucon assigned and transferred in favour of Prestige all its right title and interest in respect of all balance FSI and future FSI arising from Survey No. 12/2 and Survey No. 6/5 under the Lion Pencils JDA and the Approval, and (iii) Goan Hotels, Horizontal Ventures and Eversmile sold, transferred and conveyed in favour of Prestige, all their (individual and collective) right, title and interest in Land together with the benefit of the balance FSI and future FSI arising out of the Estate Land together with the exclusive right to develop and put up construction on the Land for the consideration and in the manner more particularly mentioned therein.

## B. LITIGATIONS

### 1. Special Civil Suit No. 664 of 2022

- (i) The captioned Special Civil Suit was filed before the Hon'ble Court of Civil Judge (Senior Division) at Thane by Laxmibai Maruti Desai, since deceased, through her legal heirs, Dasharath Pandurang Desai, Savitri Sukhadeo Bhagade, Suman Bhaskar Shelke, Prema Suresh Bhoire, Shobha Shelke, Dwarkabai Anant Desai, Jayanti Ramdas Desai, Jagdish Ramdas Desai, Pradeep Ramdas Desai, Kavita Ramdas Desai, Shubhangi Ramdas Desai, all represented by their constituted attorney Jayesh Kanakraj Jain (*Plaintiff*) against the Mira Bhayandar Municipal Corporation, Sub-Divisional Officer / Collector, Tehsildar and Talathi, Thane, the Estate Investment Company Private Limited, Conwood Construction and Developers Private Limited, Man Vastucon LLP (*Defendants*), *inter alia*, praying that the Hon'ble Court may:

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- (a) direct the MBMC and the Sub-divisional officer / collector to conduct enquiry in respect of the mutation entries wherein the name of EICPL is recorded as the holder of the Estate Land;
- (b) pending the hearing and final disposal of the captioned Suit, pass an order for maintenance of status quo in respect of construction to be undertaken on and various agreements executed the Estate Land;
- (c) direct EICPL, CCDPL and Man Vastucon to handover possession of Estate Land in favour of the plaintiffs; and
- (d) direct MBMC and Sub-divisional officer / collector to record the names of the plaintiffs as the owners of Estate Land.

(ii) By an Order dated 26<sup>th</sup> August, 2025 passed by the 10<sup>th</sup> Civil Judge, Senior Division and Additional Chief Judicial Magistrate, Thane, the application of the plaintiffs, *inter alia*, praying for grant of an order of maintenance of status quo against EICPL, CCDPL and Man Vastucon with respect to construction being undertaken on a part of the suit property, was rejected on the grounds that the plaintiffs had not provided cogent and sufficient evidence to prove that the construction being undertaken by EICPL, CCDPL and Man Vastucon on the suit property is illegal and that the plaintiffs do not have a *prima facie* case.

(iii) The captioned Special Civil Suit is pending before the Hon'ble Civil Court.

## 2. Special Civil Suit No. 161 of 2024

(i) The captioned Special Civil Suit was filed before the Hon'ble Civil Court, Senior Division, Thane by Laxmibai Maruti Desai (*deceased*), Gopina Desai (*deceased*), Pandurang Maruti Desai, Bamibai Pandurang Desai, Darshnath Pandurang Desai, Savitri Sukhdev Bhagde, Suman Bhaskar Shelenke, Prema Suresh Bhoir, Shobha Shelke, Deepak Pandurang Desai, Anantar Pandurang Desai (*deceased*), Dwarkabai Anant Desai, Dwarkabai Anantar Desai, Kalpana Anant Desai, Rekha Anant Desai, Baby Anant Desai, Ramdas Maruti Desai, all represented by their constituted attorney Jayesh Kanakraj Jain against The Estate Investment Company Private Limited, Talathi, Thane, Tehsildar, Thane, Sub-divisional Officer, Thane and Collector, Thane, *inter alia* praying for:

- (a) the Hon'ble Court to pass order for grant of the possession of the suit property in favour of Plaintiff Nos. 1 to 5; and

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- (b) the Hon'ble Court pass an order for demolition of any structures constructed on the suit property.
- (ii) By an Order dated 22<sup>nd</sup> January, 2025 passed by the Civil Judge, Senior Division, Thane the proceedings under the captioned civil suit were stayed till the decision in Special Civil Suit No. 664 of 2022.
- (iii) The captioned Special Civil Suit is pending before the Hon'ble Civil Court, Senior Division, Thane.

3. We have been informed by Prestige that none of the litigation proceedings set out in the Report dated 4<sup>th</sup> September, 2025 issued by Perfios Software Solutions Private Limited, pertain to the Land.

## C. REVENUE RECORDS

We have reviewed the 7/12 extract certified on 26<sup>th</sup> October, 2023 pertaining to land bearing Survey No. 13 Hissa No. 1 Village Mahajanwadi, Taluka and District Thane. On a perusal of the aforementioned 7/12 extract we note that the names of Eversmile Construction Company Private Limited, Horizontal Realty and Aviation Private Limited (now known as Horizontal Ventures Private Limited) and Goan Hotels and Realty Private Limited are recorded as the owners in respect of a portion of land admeasuring 3 Hectares 72.51 Ares and the name of Mira Bhayandar Municipal Corporation is recorded as the owner in respect of the balance portion of land admeasuring 1 Hectare 49.49 Ares. The tenure of the Estate Lands recorded as 'occupancy class I'.

## D. MORTGAGE

Based on the documents provided to us and our review of the Report dated 9<sup>th</sup> September, 2025 in respect of online searches caused to be undertaken on the portal of the Central Registry of Securitisation Asset Reconstruction and Security Interest and Report dated 8<sup>th</sup> September, 2025 in respect of searches caused to be undertaken of the records of the Registrar of Companies, Mumbai, with respect to the charges created by Prestige on the Land, both issued by Jinal Dawda, Company Secretary, we note that there is no subsisting mortgage created or existing in respect of the Land.

## E. TAXES

1. From a review of the Order dated 29<sup>th</sup> August, 2023 bearing reference no. MNC / TP / 1758 / 2023-24 passed by Assistant Director, Town Planning, MBMC, we understand that the tax applicable on vacant land, payable in respect of Estate Land, Survey No. 12/2 and

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Survey No. 6/5 was ceased from the date of receipt of occupancy certificate dated 9<sup>th</sup> March, 2023 bearing reference no. MNC / TP / 4809 / 2022-23.

2. We have examined Notice issued by Talathi, Sajha Mire, Taluka and District Thane, to Man Vastucon LLP for payment of non-agricultural assessment tax for the year 2023-2024 in respect of Survey No. 12/2. Further, we have been provided with a copy of the Receipt dated 24<sup>th</sup> June, 2024 bearing challan no. 0964256 issued by the Talathi, Sajha Mire, Taluka and District Thane, evidencing payment thereof.
3. We have examined Notice issued by Talathi, Sajha Mire, Taluka and District Thane, to Man Vastucon LLP for payment of non-agricultural assessment tax for the year 2023-2024 in respect of Estate Land. Further, we have been provided with a copy of the Receipt dated 24<sup>th</sup> June, 2024 bearing challan no. 0964257 issued by the Talathi, Sajha Mire, Taluka and District Thane, evidencing payment thereof.
4. We have examined Bill No. 126 dated 3<sup>rd</sup> June, 2024, Assistant Commissioner, Town Planning issued to Man Vastucon LLP for payment of open land tax for the year 2024-2025 in respect of Survey No. 12/2. Further we have been provided with a Receipt bearing No. 79 issued by the MBMC evidencing payment thereof on 24<sup>th</sup> June, 2024.

## F. NA ORDERS

1. From a review of the Order dated 6<sup>th</sup> February, 2018 bearing reference no. Revenue / K-1 / T-2 / Land regarding / SR-55 / 2017 / 08 passed by the Tehsildar, Thane, we understand that in accordance with the provisions of Sections 42A, 42B and 42C of the Maharashtra Land Revenue Code, 1966, a sum of Rs. 45,42,588/- (Rupees Forty Five Lac Forty Two Thousand Five Hundred Eighty Eight only) was payable by EICPL towards conversion of user of Estate Land from 'agricultural' to 'non-agricultural'. We further understand that upon payment of the aforementioned amount of Rs. 45,42,588/- (Rupees Forty Five Lac Forty Two Thousand Five Hundred Eighty Eight only), the Tehsildar allowed EICPL, to apply for obtaining commencement certificate / intimation of disapproval from the MBMC to commence construction on Estate Land. Mutation Entry No. 448 dated 16<sup>th</sup> February, 2018 records the foregoing. Mutation Entry No. 448 further records that upon payment of the aforementioned amount by EICPL, the remark of 'non agricultural use' was recorded in the 'other rights' column of the revenue records pertaining to Estate Land.
2. From a review of the *Sanad* dated 26<sup>th</sup> August, 2022 bearing reference no. Revenue / K-1 / T-2 / Mahajanwadi / Sanad / SR-71 / 2019 issued by the Office of the District Collector and District Magistrate, Thane we understand that the District Collector and District

Magistrate granted their permission for conversion of user of Estate Land from 'agricultural' to 'non agricultural' subject to the terms and conditions more particularly mentioned therein.

## G. ZONE DAKHLA

From our review of the Zone Certificate dated 15<sup>th</sup> December, 2014 bearing reference no. MNP / No. / 2583 / 2014-2015 issued by the Assistant City Planner, MBMC to CCDPL, we understand that the land bearing Old Survey No. 92, New Survey No. 13 falls in partly Industrial zone and mostly in the Residential zone.

## H. MISCELLANEOUS

1. We have been informed by Prestige that public notice dated 29<sup>th</sup> October, 2024 was published in Economic Times and public notice dated 30<sup>th</sup> October, 2024 was issued in the Maharashtra Times in respect of, *inter alia*, the Land and no claims or objections were received in response thereto.
2. We have been informed by Prestige that the following original documents of title in respect of the Land are in its custody:
  - (i) Prestige Conveyance Deed, and
  - (ii) Power of Attorney dated 27<sup>th</sup> March 2025 registered with the Office of Sub-Registrar of Assurances under Serial No. THIN-2-9347 of 2025.
3. From a review of Letter dated 27<sup>th</sup> August, 2019 bearing reference no. Desk / 1 / 20 / LND / ESZ / 2857 of 2019-20 issued by the Member Secretary, Sanjay Gandhi National Park Eco Sensitive Zone Monitoring Committee and Deputy Conservator of Forests, Thane Forest Division, Thane issued to, *inter alia*, Conwood Construction Private Limited, by the Member Secretary and Deputy Conservator of Forests stated that proposal of Conwood Construction Private Limited for construction of residential and commercial buildings on land bearing Survey No. 13 Hissa No. 1 (Old Survey No. 92) and Survey No. 12 (Old Survey No. 260 pt) at Village Mahajanwadi, Taluka and District Thane was approved subject to the conditions more particularly set out therein.

## I. CONCLUSION

Based on the documents provided to us as listed in **Annexure "C"** and in terms of the contents of this Legal Title Report, we are of the opinion that Prestige Estates Projects Limited is well and sufficiently entitled to the Land as the owner thereof and well and

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sufficiently entitled to the right to utilize the balance FSI/ TDR emanating from the Larger Land, subject however to the outcome of the litigation proceedings set out in Paragraph B above.

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## SCHEDULE REFERRED TO HEREINABOVE

*(Description of the Land)*

All that piece and parcel of land admeasuring 22,135 square meters or thereabouts being a portion of land corresponding to New Survey No. 13 Hissa No. 1 corresponding to Old Survey No. 92 admeasuring 59,700 square meters or thereabouts, situate lying and being at Village Mahajanwadi, Taluka and District Thane and within the jurisdiction of Mira Bhayandar Municipal Corporation (MBMC) and bounded as follows:

On or towards the North	:	by Gulmohar Industry;
On or towards the South	:	by DP Road;
On or towards the East	:	by Survey No. 6 Hissa No. 5; and
On or towards the West	:	by Old Survey No. 92.

## Annexure "B"

(Assumptions and Qualifications)

1. We assume:
  - a. that all copies of documents furnished to and examined by us are true, accurate and complete copies of the originals of such documents, and where relevant, all documents provided to us were validly authorized and executed so that they are valid and binding on each party thereto and all necessary consents, if any, were obtained by the parties prior to execution of such documents;
  - b. the authenticity of all signatures, seals, dates and markings on any documents;
  - c. that apart from the documents provided to us, there are no other relevant documents or information that would have an impact on or that are material to the preparation of this Legal Title Report and that the material disclosed to us comprises all the information which may be relevant for the same; and
  - d. that no term of any document or documents referred to in this Legal Title Report has been amended by any of the parties including orally, by conduct or in the course of dealing or otherwise, nor has there been any breach of such terms by any party without our being made aware of it and adequate stamp duty has been paid on such document in accordance with applicable law.
2. For the purpose of issuing this Legal Title Report, we have perused the Search Report dated 25<sup>th</sup> November, 2024 issued by Manoj N. Satam, Title Investigator and Search Report dated 4<sup>th</sup> September, 2025 issued by Eknath Gaokar, Search Clerk in respect of the searches conducted at the relevant Offices of the Sub-Registrar of Assurances at Mumbai from the year 1995 up to 4<sup>th</sup> September, 2025. In this respect, we have been informed that for certain years, the records have not been properly maintained. We have also been informed that certain records are in torn condition and have been maintained in an untied and loose sheet form. We, therefore, disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.
3. We have not independently carried out any online or physical searches in the Hon'ble Bombay High Court or any other courts, registries or offices of any authorities in respect of any pending litigation connected to the Land, and for this purpose we have relied on and perused the Report dated 4<sup>th</sup> September, 2025 issued by Perfios Software Solutions

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Private Limited which comprises of data of pending litigations available on the online portal of the website of the respective courts and the same may not be accurate or complete. Further, save and except as mentioned in the Legal Title Report, we have not been furnished with any papers and proceedings in respect of any pending litigation in respect of the Land. We express no views in respect of the merits of any of the litigation proceedings set out in this Legal Title Report.

4. We have not, for the purposes of our review, opined on the completeness of all the consents, approvals, licenses and registration and stamp duty requirements of the instruments and agreement provided to us.
5. We have reviewed all the documents set out in **Annexure "C"**. However, we have set out details of only those documents which are relevant for the purposes of issuing this Legal Title Report.
6. We are not qualified to opine on and have not independently verified the area of the Land. We have referred to and retained the admeasurements in square yards and square metres as we have found them in various documents.
7. We are not certifying the boundaries of the Land and are also not qualified to express our view on the physical identification/demarcation of the Land. We also do not express any views on matters related to the actual or permitted use of the Land.
8. We express no views about the actual/ proposed/ permitted use/ reservation/ FSI or development potential of the Land.
9. We express no view relating to any approvals, consents, permissions, NOCs in relation to the structures standing or proposed to be constructed on the Land or development potential of the Land.
10. This Legal Title Report does not seek to provide a summary of all documents reviewed but sets out the key facts and legal issues arising out of our limited review which, in our understanding, are material for the purposes of this Legal Title Report.
11. The contents of this Legal Title Report are issued for the benefit of Prestige Estates Projects Limited. However, this Legal Title Report may be disclosed by Prestige to any third party, however, we accept no responsibility or legal liability to any person in relation to the contents of this Legal Title Report or the person who receives a copy of this Legal Title Report (or any part of it) or discusses it (or any part of it) or any related matter with

*W.P.*

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us, does so on the condition that they acknowledge and accept that they may not rely on this Legal Title Report.

12. A report, certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory authority which would have to be independently satisfied.
13. This Legal Title Report has been prepared in accordance with and is subject to the laws of India.

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## Annexure "C"

(List of documents reviewed)

1. Mutation Entry No. 1279 dated 31<sup>st</sup> March, 1983;
2. Mutation Entry No. 1297 dated 9<sup>th</sup> February, 1984;
3. Mutation Entry No. 1683 dated 3<sup>rd</sup> March, 1995;
4. Mutation Entry No. 9 dated 4<sup>th</sup> August, 1997;
5. Mutation Entry No. 1798 dated 21<sup>st</sup> June, 2005;
6. Memorandum of Understanding dated 9<sup>th</sup> August, 2005 executed by and between The Estate Investment Company Private Limited and Conwood Construction Company Private Limited;
7. Power of Attorney dated 9<sup>th</sup> August, 2005 executed by and between The Estate Investment Company Private Limited and Conwood Construction Company Private Limited;
8. Consent Terms dated 11<sup>th</sup> August, 2005 filed in the Civil Writ Petition bearing No. 1131 of 1999 before the Hon'ble Bombay High Court;
9. Order dated 23<sup>rd</sup> August, 2005 passed in the Civil Writ Petition bearing No. 1131 of 1999 before the Hon'ble Bombay High Court;
10. Mutation Entry No. 56 dated 12<sup>th</sup> January, 2006;
11. Mutation Entry No. 57 dated 22<sup>nd</sup> May, 2006;
12. Joint Venture Agreement dated 24<sup>th</sup> February, 2007 executed by and between Conwood Construction Company Private Limited and DB Realty Limited;
13. Articles of Agreement dated 16<sup>th</sup> April, 2007 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-5971 of 2007 executed by and between The Estate Investment Company Private Limited and Conwood Construction Company Private Limited;

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14. Power of Attorney dated 14<sup>th</sup> June, 2007 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-5972 of 2007 executed by and between The Estate Investment Company Private Limited and Conwood Construction Company Private Limited;
15. Order dated 13<sup>th</sup> October, 2014 passed by the Sub-Divisional Officer, Thane Division, Thane in the RTS Appeal No. 64 of 2014;
16. Mutation Entry No. 365 dated 31<sup>st</sup> October, 2014;
17. Zone Certificate dated 15<sup>th</sup> December, 2014 bearing reference no. MNP / No. / 2583 / 2014-2015 issued by the Assistant City Planner, Mira Bhayandar Municipal Corporation;
18. Letter dated 30<sup>th</sup> April, 2015 bearing reference no. MMBG / TP / 439 / 2014-2015 issued by the Mira Bhayandar Municipal Corporation;
19. Consent Terms dated 10<sup>th</sup> July, 2015 filed in Special Leave Petition No. 28307 of 2013 filed before the Hon'ble Supreme Court of India;
20. Deed of Assignment of Development Rights dated 19<sup>th</sup> August, 2015 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-10-12106 of 2015 executed by and between Conwood DB JV, Man Vastucon LLP, The Estate Investment Company Private Limited, Conwood Constructions and Developers Private Limited and DB Realty Private Limited;
21. Power of Attorney dated 19<sup>th</sup> August, 2015 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-10-12107 of 2015 executed by and between Conwood DB JV and Man Vastucon LLP;
22. Mutation Entry No. 387 dated 9<sup>th</sup> December, 2015;
23. Articles of Agreement dated 9<sup>th</sup> June, 2016 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-7662 of 2016 executed by and between The Estate Investment Company Private Limited, Conwood Construction and Developers Private Limited and the Officer-in-Charge of Mira Bhayandar Municipal Corporation;
24. Articles of Agreement dated 9<sup>th</sup> June, 2016 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-7663 of 2016 executed by and between The Estate

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Investment Company Private Limited, Conwood Construction and Developers Private Limited and the Officer-in-Charge of Mira Bhayandar Municipal Corporation;

25. Order dated 22<sup>nd</sup> August, 2016 passed by the Sub-Divisional Officer, Thane Division, Thane, in Appeal No. TD / 2 / *Gaukb* / Appeal / SR / 000148 / 16;
26. Mutation Entry No. 407 dated 15<sup>th</sup> December, 2016;
27. Indenture of Conveyance dated 29<sup>th</sup> March, 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-9355 of 2017 executed by and between The Estate Investment Company Private Limited, Goan Hotels & Realty Private Limited, Horizontal Realty and Aviation Private Limited, Eversmile Construction Company Private Limited and Conwood DB JV;
28. Order dated 13<sup>th</sup> July, 2017 bearing reference no. Mahsul / Class-1 / T-4 / *Gaukb* / SR – 336 / 10-11 passed by the Tehsildar, Thane;
29. Deed of Modification of Deed of Assignment of Development Rights dated 18<sup>th</sup> August, 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-11769 of 2017 executed by and between Conwood DB JV, Man Vastucon LLP, Goan Hotels & Realty Private Limited, Horizontal Realty and Aviation Private Limited and Eversmile Construction Company Private Limited;
30. Power of Attorney dated 18<sup>th</sup> August, 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-11772 of 2017 executed by and between Goan Hotels & Realty Private Limited, Horizontal Realty and Aviation Private Limited, Eversmile Construction Company Private Limited and Man Vastucon LLP;
31. Agreement for Joint Development dated 19<sup>th</sup> January, 2018 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-982 of 2018 executed by and between Lion Pencils Limited, Man Vastucon LLP, Goan Hotels & Realty Private Limited, Eversmile Construction Company Private Limited and Horizontal Realty and Aviation Private Limited;
32. Power of Attorney dated 19<sup>th</sup> January, 2018 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-984 of 2018;
33. Order dated 6<sup>th</sup> February, 2018 bearing reference no. Revenue / K-1 / T-2 / Land regarding / SR-55 / 2017 / 08 passed by the Tehsildar, Thane;

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34. Mutation Entry No. 448 dated 16<sup>th</sup> February, 2018;
35. Mutation Entry No. 454 dated 27<sup>th</sup> March, 2018;
36. Mutation Entry No. 455 dated 2<sup>nd</sup> May, 2018;
37. Mutation Entry No. 462 dated 19<sup>th</sup> October, 2018;
38. Deed of Rectification dated 13<sup>th</sup> August, 2018 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-7-11520 of 2018 executed between the Estate Investment Company Limited, Conwood DB JV, Goan Hotels & Realty Private Limited, Horizontal Realty and Aviation Private Limited and Eversmile Construction Company Private Limited;
39. Letter dated 27<sup>th</sup> August, 2019 bearing reference no. Desk / 1 / 20 / LND / ESZ / 2857 of 2019-20 issued by the Member Secretary, Sanjay Gandhi National Park Eco Sensitive Zone Monitoring Committee and Deputy Conservator of Forests, Thane Forest Division, Thane;
40. Mutation Entry No. 480 dated 3<sup>rd</sup> December, 2019;
41. Indenture of Conveyance dated 22<sup>nd</sup> April, 2021 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-6044 of 2021 executed by and between Jani Properties Private Limited and Preferred Properties LLP and Man Vastucon LLP;
42. Certificate of Incorporation Pursuant to Change of Name dated 6<sup>th</sup> September, 2021 issued by Registrar of Companies, Mumbai;
43. Supplemental Agreement dated 9<sup>th</sup> October, 2021 executed by and between Lion Pencils Limited, Man Vastucon LLP, Goan Hotels & Realty Private Limited, Eversmile Construction Company Private Limited and Horizontal Realty and Aviation Private Limited;
44. Articles of Agreement dated 29<sup>th</sup> October, 2021 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-15225 of 2021, executed by and between Goan Hotels & Realty Private Limited, Horizontal Realty and Aviation Private Limited, Eversmile Construction Company Private Limited and Man Vastucon LLP and the Officer-in-Charge of Mira Bhayandar Municipal Corporation;

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45. Mutation Entry No. 531 dated 30<sup>th</sup> May, 2022;
46. Mutation Entry No. 531 dated 30<sup>th</sup> May, 2022;
47. Death Certificate dated 27<sup>th</sup> April, 2023 issued by the Mira Bhayandar Municipal Corporation;
48. Declaration-cum-No Objection dated 5<sup>th</sup> August, 2023 executed by Reena Vikas Kumbhar;
49. Undertaking-cum-Indemnity dated 5<sup>th</sup> August, 2023 executed by and between Suresh Mahadev Raje, Prabhakar Mahadev Raje, Kisan Mahadev Raje, Goan Hotels & Realty Private Limited, Horizontal Ventures Private Limited, Eversmile Construction Company Private Limited and Man Vastucon LLP;
50. Order dated 29<sup>th</sup> August, 2023 bearing reference no. MNC / TP / 1758 / 2023-24 passed by Assistant Director, Town Planning, Mira Bhayandar Municipal Corporation;
51. Lease Deed dated 4<sup>th</sup> October, 2023 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-17469 of 2023 executed by and between Goan Hotels & Realty Private Limited, Horizontal Ventures Private Limited, Eversmile Construction Company Private Limited, Man Vastucon LLP, Suresh Mahadev Raje, Prabhakar Mahadev Raje Kisan Mahadev Raje and Reena Vikas Kumbhar;
52. 7/12 extract certified on 26<sup>th</sup> October, 2023 pertaining to land bearing Survey No. 13 Hissa No. 1;
53. Lease Deed dated 17<sup>th</sup> May, 2024 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-4-9645 of 2024 executed by and between Goan Hotels & Realty Private Limited, Horizontal Ventures Private Limited, Eversmile Construction Company Private Limited, Man Vastucon LLP, Ramesh Govind Babar *alias* Ganesh Govind Babar, Manisha Raju Kataria *alias* Anita Raju Kataria and (a) Nagesh Eknath Babar (for himself and on behalf of his minor niece Sadhana Mangesh Babar and minor nephew Dhanesh Mangesh Babar), (b) Manisha Eknath Babar, (c) Sadhana Mangesh Babar, (d) Dhanesh Mangesh Babar;
54. Receipt dated 24<sup>th</sup> June, 2024 bearing challan no. 0964256 issued by the Talathi, Sajha Mire, Taluka and District Thane;

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55. Receipt dated 24<sup>th</sup> June, 2024 bearing challan no. 0964257 issued by the Talathi, Sajha Mire, Taluka and District Thane;
56. Bill No. 126 dated 3<sup>rd</sup> June, 2024, Assistant Commissioner, Town Planning issued to Man Vastucon LLP and Receipt dated 79;
57. 7/12 extract certified on 3<sup>rd</sup> January, 2025 issued by the Government of Maharashtra pertaining to land bearing Survey No. 13 Hissa No. 1;
58. Deed of Transfer and Conveyance dated 27<sup>th</sup> March, 2025 registered with the Office of the Sub-Registrar of Assurances under Serial No. TNN-2-9341 of 2025 of 2024 executed by and between Goan Hotels & Realty Private Limited, Horizontal Ventures Private Limited, Eversmile Construction Company Private Limited, Man Vastucon LLP and Prestige Estates Projects Limited;
59. Deed of Modification dated 27<sup>th</sup> March 2025 of Deed of Assignment of Development Rights dated 19<sup>th</sup> August 2015 read with. Deed of Modification dated 18<sup>th</sup> August 2017, registered with the Office of Sub-Registrar of Assurances under Serial No. TNN-9352 of 2025 executed by and between Goan Hotels & Realty Private Limited, Horizontal Ventures Private Limited, Eversmile Construction Company Private Limited and Man Vastucon LLP; and
60. Order dated 26<sup>th</sup> August, 2025 passed by the 10<sup>th</sup> Civil Judge, Senior Division and Additional Chief Judicial Magistrate, Thane passed in the Special Civil Suit No. 664 of 2022.

**Annexure "D"**

*(Details of the permanent alternate allotment agreements executed in favour of the legal heirs of Gorind Bhikar Babar)*

<b>St. No.</b>	<b>Agreement</b>	<b>Date</b>	<b>Registration No.</b>	<b>Allottee/s</b>	<b>House No.</b>	<b>Details of structure</b>
1.	Permanent alternate accommodation agreement	17 <sup>th</sup> May, 2024	TNN-4-9641 of 2024	Manisha Raju Kataria <i>alias</i> Anita Raju Kataria	Row House No. H-101	Ground plus 2 (two) Floors, admeasuring on or about 1,306 square feet built up area (equivalent to 76.61 square meters of RERA carpet area plus exclusive balcony)
	Rectification Deed	22 <sup>nd</sup> June, 2024	TNN-2-17079 of 2024			
2.	Permanent Alternate Accommodation Agreement	17 <sup>th</sup> May, 2024	TNN-4-9642 of 2024	Ramesh Govind Babar <i>alias</i> Ganesh Govind Babar	Row House No. H-103	Ground plus 2 (two) Floors, admeasuring on or about 1,306 square feet built up area (equivalent to 76.61 square meters of RERA carpet area plus exclusive balcony)
	Rectification Deed	22 <sup>nd</sup> June, 2024	TNN-2-17080 of 2024			
3.	Permanent Alternate Accommodation Agreement	17 <sup>th</sup> May, 2024	TNN-4-9643 of 2024	Nagesh Eknath Babar (for himself and on behalf of his minor niece)	Row House No. H-102	Ground plus 2 (two) Floors, admeasuring on or about 1,306 square feet built up area

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	Rectification Deed	22 <sup>nd</sup> June, 2024	TNNL 217081 of 2024	Sadhana Mangesh Babar and Dhanesh Mangesh Babar), Manisha Elknath Babar, Sadhana Mangesh Babar, Dhanesh Mangesh Babar,	Sadhana Mangesh Babar and Dhanesh Mangesh Babar), Manisha Elknath Babar, Sadhana Mangesh Babar, Dhanesh Mangesh Babar,	(equivalent to 76.61 square meters of RERA carpet area plus exclusive balcony)
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**Annexure "E"**  
*(Details of the permanent alternate allotment agreements executed in favour of the Raje Family)*

<b>Sr. No.</b>	<b>Agreement</b>	<b>Date</b>	<b>Registration No.</b>	<b>Allottee/s</b>	<b>House No.</b>	<b>Details of structure</b>
1.	Permanent Alternate Accommodation Agreement	4 <sup>th</sup> October, 2023	TNN-4-17462 of 2023	Reena Vikas Kumbhar	Flat No. G-101	Carpet area admeasuring approx. 500 square feet on the First Floor of the New Raje Structures.
2.	Permanent Alternate Accommodation Agreement	4 <sup>th</sup> October, 2023	TNN-4-17463 of 2023	Suresh Mahadev Raje	Flat No. G-102	Carpet area admeasuring approx. 500 square feet on the First Floor of the New Raje Structures.
3.	Permanent Alternate Accommodation Agreement	4 <sup>th</sup> October, 2023	TNN-4-17464 of 2023	Kisan Mahadev Raje	Flat No. G-201	Carpet area admeasuring approx. 500 square feet on the Second Floor of the New Raje Structures.
4.	Permanent Alternate Accommodation Agreement	4 <sup>th</sup> October, 2023	TNN-4-17465 of 2023	Prabhakar Mahadev Raje	Flat No. G-202	Carpet area admeasuring approx. 500 square feet on the Second Floor of the New Raje Structures.
5.	Permanent Alternate Accommodation Agreement	4 <sup>th</sup> October, 2023	TNN-4-17467 of 2023	Suresh Mahadev Raje Prabhakar Mahadev Raje	Flat No. G-301	Carpet area admeasuring approx. 500 square feet on the Third Floor of the New Raje Structures.

*Keer*

