

FIRST SUPPLEMENTAL REPORT ON TITLE

Re: **Property comprised in land bearing various Survey numbers, Hissa numbers and admeasuring lying being and situated at Village Khoni Taluka Kalyan, District - Thane.**

1. This has reference to my Report on Title dated 14/08/2018 ("**Report on Title**") wherein it is inter alia certified that my clients Palava Dwellers Private Limited ("**Company**") is entitled to the Larger Land more particularly described in the Schedule thereunder written, as absolute Owner thereof with a right to deal with and dispose of the units in the buildings to be constructed on Larger Land (as defined therein). I note that my clients are developing the said land by Project name Lakefront comprised of several clusters having distinct nomenclatures.
2. By reason of (i) augmentation of land comprised in Survey No.148/15A, 148/15B, 148/14 and 148/13 of Village Khoni admeasuring 2920 sq. mtrs. (hereinafter referred to as "**Additional Land**") and (ii) Joint Development Agreement dated 12/12/2018 registered under Serial No.KLN5-13778/2018 with the Sub-Registrar of Assurances at Kalyan - 5 executed between the Company and Lodha Developers Limited and Amendment Agreement dated 8th March 2019 executed and registered under No.KLN5-2891/2019 between them thereto, I have now been requested by the Company to prepare and issue this Supplemental Report on Title so as to update the said Report on Title by incorporating the said material development/change in connection with the said larger land.
3. The details of the Additional land now forming part of the said Larger Land mentioned in Schedule to my earlier Report on Title, are as follows:-

(Additional Land)

Sr. No.	Name of the Landholder / Owner	Survey No.	Hissa No.	Area in sq. mtrs.	Name of the Documents & Regn. No and Date	Name of the Developer / Purchaser
	(A)	(B)	(C)	(D)	(E)	(F)
1	Undrya Barku Thakare, Balaram Barku Thakare, Seetabai Tukaram Parethe, Vithabai Baban Lote,	148	13	3200	Agreement for Sale dated 12/05/2010 registered under No.KLN1-3855/2010 Power of Attorney	Lodha Dwellers Private Limited (now Palava Dwellers Private Limited)

	Manubai Ramchandra Thombare, Taibai Natha Khakare				dated 12/05/2010 registered under No.150/2010 Deed of Conveyance dated 17/01/2011 registered under No.KLN1- 520/2011	
	Shivaji Barku Thakre				Deed of Confirmation dated 18/05/2010 registered under No.KLN1- 4013/2010 Power of Attorney dated 18/05/2010 registered under No.156/2010	Lodha Dwellers Private Limited (now Palava Dwellers Private Limited)
2	Mukund Barku Gaikwad and Bapu Barku Gaikwad And Vijay Mukund Gaikwad	148 148	15A 15B	10100 8200	Deed of Conveyance dated 09/11/2010 registered under No.KLN1- 9086/2010 Power of Attorney dated 09/11/2010 registered	Lodha Dwellers Private Limited (now Palava Dwellers Private Limited)

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					under No.341/2010	
3	Navnath Rajaram Patil, Prakash Maruti Patil, Balaram Maruti Patil, Indubai Maruti Patil And Rajlaxmi Realtors Private Limited	148	14	3900	Agreement for Sale dated 26/09/2007 registered under No.KLN4- 5243/2007 Power of Attorney dated 26/09/2007 registered under No.KLN4- 26/2007 Power of Attorney dated 26/09/2007 registered under No.KLN4- 27/2007	Mahavir Build Estate Private Limited (now merged with Palava Dwellers Private Limited)
	Navnath Rajaram Patil, Prakash Maruti Patil, Balaram Maruti Patil, Indubai Maruti Patil, Tarabai Dattu Mhatre, Parvatibai Vasant Patil, Leelabai Dashrath Gaikar, Neerabai Bala Choudhary, Nandabai				Deed of Conveyance dated 20/08/2009 registered under No.KLN1- 5628/2009	Mahavir Build Estate Private Limited (now merged with Palava Dwellers Private Limited)

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Kailash Patil, Paresh Kailash Patil, Sanjay Maruti Patil, Krishna Maruti Patil, Jeevan Maruti Patil, Mandabai Sagar Patil, Chandabai Mukund Choudhary, Changunabai Maruti Patil And Rajlaxmi Realtors Private Limited						
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4. For the aforesaid purpose, I have perused and verified the following documents in connection with the said Additional Land.

- a) 7/12 Extracts (Record of Rights) and 6/12 Extracts (Mutation Entries) recorded thereon in respect of the said Additional Land and verified devolution of title devolved upon the Land Holders of the Additional Land mentioned in Column "A" of the Schedule hereto written.
- b) Certified copies of the documents mentioned in the Column "D" executed and registered with concerned Sub-Registrar by the said Land Holders as set out in Column "A" in favour of Company in connection with the said Additional Land.
- c) Permissions under Section 63 (1A) of Sub-Section (1) under Maharashtra Tenancy and Agricultural Land Act, 1948 and revalidation thereto issued by the Competent Authority, Department of Revenue and Forest, for acquisition of the said Additional Land.

5. From the perusal of the above documents, I observed that

- i) Based on (i) 7/12 extracts (Record of Rights), (ii) Mutation Entries and (ii) documents set out in Column "D" of the Schedule and information and explanation given to me as well as representation made in this behalf, in my view the said Original Landholders mentioned in Column

“A” became entitled to the said Additional land of the Schedule hereunder written, by inheritance and/or purchase, as the case may be, who have by the documents mentioned in column “D” sold and conveyed the said Additional land to the Company.

- ii) By Order No. TNC-2707/PRA.KR.314/L-9 dated 26/12/2007 r/w revalidation letters dated 28/05/2008, 18/06/2009, 04/08/2010, 26/12/2011, 28/02/2014, 24/05/2014, 06/11/2015 and 20/04/2016, the Competent Authority, Department of Revenue and Forest has granted permission under section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948 to the Company for acquisition of land in Talukas Kalyan, Ambernath and Thane in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.
- iii) I note that the 7/12 extract of the said Additional Land reflect name of Company as Landholder.
- iv) In the premises aforesaid, Palava Dwellers Private Limited is entitled to the said Additional Land as absolute Owner thereof.

6. Further, I have perused following additional documents in connection with the said Larger Land as well as Additional Land.

- (i) Joint Development Agreement dated 12/12/2018 registered under Serial No.KLN5-13778/2018 with the Sub-Registrar of Assurances at Kalyan - 5 executed between the Company and Lodha Developers Limited
- (ii) Amendment Agreement dated 8th March 2019 executed and registered under No.KLN5-2891/2019 between them thereto
- (iii) Unilateral Indenture of Mortgage dated 5th January 2018 executed between Palava Dwellers Private Limited, Lodha Estate Private Limited, Samvara Buildtech Private Limited and Housing Development Finance Corporation Limited (HDFC) and registered under Serial No.KLN2-385 of 2018.

7. On perusal thereof I further observed as follows:-

- a. By a Joint Development Agreement dated 12/12/2018 registered under Serial No.KLN5-13778/2018 with the Sub-Registrar of Assurances at Kalyan - 5 executed between the Company and Lodha Developers Limited (“**LDL**”), the Company and LDL have agreed to jointly develop the residential component on lands set out in Annexure C to the JDA on the terms and conditions set out therein.

- b. Thereafter the Parties to the Joint Development Agreement have executed and registered under No.KLN5-2891/2019 an Amendment Agreement dated 8th March 2019 between them, wherein they have modified the Joint Development Agreement dated 12th December 2018 (Principal Agreement) by inter alia augmenting aforesaid Property along with other land set out in Annexure C of the Principal Agreement in terms thereof. Thus, on combine reading of Joint Development Agreement dated 12th December 2018 and Amendment Agreement dated 8th March 2019, Palava Dwellers Private Limited and Lodha Developers Limited is inter alia jointly and severally entitled to construct building on the Larger Land and Additional Land.
- c. By Unilateral Indenture of Mortgage dated 5th January 2018 executed between Palava Dwellers Private Limited (Mortgagor 1), Lodha Estate Private Limited (Mortgagor 2), Samvara Buildtech Private Limited (Mortgagor 3) and Microtec Constructions Private Limited (Mortgagor 4) AND Lodha Estate Private Limited (Borrower 1) and Samvara Buildtech Private Limited (Borrower 2) of the One Part and Housing Development Finance Corporation Limited (HDFC) of the Other Part and registered under Serial No.KLN2-385 of 2018 where under HDFC has granted credit facility to Borrower No.1 and 2 on the security of certain land which inter alia includes Land comprised in Survey Nos.61 and 63/2 Part (forming part of the said Larger Land) including premises in the buildings constructed thereon together with receivables and accounts more particularly mentioned in the Part A, Part C and Part E of Schedule-3 thereunder written belonged to Mortgagor 1 and 2, on terms and conditions stated therein.
8. I have not taken independent Search about litigation in respect of the said Additional land. In any event, I am informed that there is no litigation filed in respect of the Additional Land.
9. In the premises aforesaid, I am of opinion that Lodha Developers Limited and Palava Dwellers Private Limited jointly and severally entitled to develop the said Larger Land along with Additional Land in terms of the Joint Development Agreement and Amendement Agreement thereto by Project name Lakefront having several clusters identified individual names viz.Casa Verde, Casa Verdana, Casa Selvano, Casa Olivia, Lodha Serenity etc.
10. In view of the above, my earlier Report on Title stand modified and be read and construed accordingly.

Dated this 22nd day of March 2019


(Pradip Garach)

Advocate High Court, Bombay