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C. S. Thakkar • R. P. Bhatt • P. S. Damodar • Ms. S. V. Sampat • K. S. Vaidya
Associate Partners : Ms. K. T. Latha • Ms. S. B. Pathak • M. A. Kamdar

3rd December, 2022

To,

M/s. Royal Developers,
6th Floor, Shah Trade Center,
Rani Sati Marg,
Malad (East),
Mumbai - 400 097

Dear Sir/s,

REPORT ON TITLE

Re: All that piece and parcel of land or ground in aggregate admeasuring 4501.6 square metres or thereabouts (as per property register cards) bearing CTS Nos. 155, 157, 157/1 to 7, 158, 159, 159/1 to 37, 159/40 to 43, and 1412 of Village Malad (South), Taluka Malad, Mumbai Suburban District situated at Jakeria Road, Malad (West), Mumbai – 400 064. (“**the said Larger Land**”).

DESCRIPTION OF COPIES OF DOCUMENTS RECEIVED AND SCRUTINISED:

We have prepared this Report on Title in respect of the said Larger Land on the basis of the three Search Reports of Mr. Nilesh Vagal two dated 1st December, 2020 and the one dated 1st November, 2022 for a period of thirty-seven (37) years, based on the online searches taken with the office of the concerned Sub-Registrar/s of Assurances, at the request of our client, M/s. Royal Developers (“**the Developers**”) a partnership firm, having its principal place of business at Office No.1, 6th Floor, Shah Trade Centre, Rani Sati Marg, Near Western Express Highway, Malad (East), Mumbai-400 097, to investigate their title, based on the documents of title furnished to us in relation to the said Larger Land, a list whereof is provided in **Annexure “A”** hereto. On the basis of the searches and the documents of title furnished to us, we observe as under:

I. HISTORY & TITLE FLOW OF THE SAID LARGER LAND:

A) CTS Nos. 157, 157/1 to 7:

1. It appears that prior to 1949, one Mr. Girdharlal Oza was the owner of and well and sufficiently entitled to land admeasuring 475 square yards or thereabouts equivalent to 397.157 square metres, together with shops then standing thereon, bearing Malad Area Notified Committee No. 104 and being situated at Jakeria Road, Malad (West), Mumbai - 400 064, and it appears that

the above land now bears CTS Nos. 157, 157/1 to 7 of Village Malad (South), Taluka Malad, Mumbai Suburban District ("the said First Land") as more particularly described **First in the First Schedule** hereunder written. It is noted that the Property Register Cards furnished to us in respect of the said First Land, reflect its aggregate area as 382.50 square metres.

2. It appears that by and under Indenture dated 8th July, 1949, entered into between Mr. Girdharlal Oza therein referred to as "the Vendor" of the One Part and Mrs. Panbai Padamsi Gala, therein referred to as "the Purchaser" of the Other Part, and registered with the concerned office of Sub-Registrar of Assurances on 20th July, 1949, under Serial No. 283 of 1949, the said Mr. Girdharlal Oza sold, transferred and conveyed the above said First Land unto the said Mrs. Panbai Padamsi Gala for the consideration and on the terms and conditions mentioned therein.
3. It appears that by various ways and means, Mr. Thakarshi Padamsi Gala, being son of Mrs. Panbai Padamsi Gala, became the joint owner of and well and sufficiently entitled to the said First Land and his name was added on property register cards in respect of the said First Land.
4. By and under an unregistered Development Agreement dated 18th June, 2004, entered into between Mrs. Panbai Padamsi Gala, therein referred to as "First Owner", Mr. Thakarshi Padamsi Gala, therein referred to as "Second Owner", First Owner and Second Owner therein collectively referred to as "the Vendors" of the One Part and Developers herein, therein referred to as "the Developers" of the Other Part, the Vendors therein granted development rights in respect of the said First Land in favour of the Developers, for the consideration and on the terms and conditions mentioned therein.
5. As per clause No. 4 of the above Development Agreement dated 18th June, 2004, the Developers also agreed to allot to the said Mr. Thakarshi Padamsi Gala, one self-contained Flat on the First floor facing road side admeasuring 850 square feet carpet area in the proposed new building to be constructed by the Developers on the said First Land, as Permanent Alternate Accommodation in lieu of Mr. Thakarshi Padamsi Gala surrendering the premises in his occupation, on the terms and conditions mentioned therein.
6. It has been informed to us that the said Mrs. Panbai Padamsi Gala had during her lifetime gifted/ transferred her undivided share in the said First Land unto her son, Mr. Thakarshi Padamsi Gala. However, we have not been furnished with copy of document/s pertaining to the same.
7. Pursuant to the above, it appears that Mr. Thakarshi Padamsi Gala came to be the sole owner of and well and sufficiently entitled to the said First Land.
8. By and under an Indenture of Conveyance dated 11th November, 2007, entered into between Mr. Thakarshi Padamsi Gala, therein referred to as "the Vendor" of the One Part and the Developers herein, therein referred to as "the Purchasers" of

the Other Part, and registered with the office of Sub-Registrar of Assurances at Borivali-4, under serial No. BDR-10/08510/2007 on 28th November, 2007, the said Mr. Thakarshi Padamshi Gala sold, conveyed, transferred and assured the said First Land unto the Developers, at or for the consideration and on the terms and conditions mentioned therein.

9. We are informed that the Developers have paid the entire consideration payable to Mr. Thakarshi Padamshi Gala under the said Indenture of Conveyance dated 11th November, 2007 and possession of the said First Land has been handed over to the Developers.
10. The said Indenture of Conveyance dated 11th November, 2007, also contains a covenant from the said Mr. Thakarshi Padamshi Gala for production of the original title deed in respect of the said First Land, i.e. the above Indenture of Conveyance dated 8th July, 1949, as and when demanded by the Developers or any persons claiming through them.
11. By and under an unregistered Agreement for Permanent Alternate Accommodation also dated 11th November, 2007, entered into between the Developers herein, therein also referred to as “the Developers” of the One Part and Mr. Thakarshi Padamshi Gala, therein referred to as “the Allottee” of the Other Part, in compliance of their obligations under clause No. 4 of the above Development Agreement dated 18th June, 2004, the Developers agreed to provide and allot to Mr. Thakarshi Padamshi Gala, Flat No. 101 admeasuring 850 square feet carpet area in the new proposed building as shown in proposed floor annexed as Annexure “B” thereto and more particularly described in Second Schedule thereunder written, in lieu of Mr. Thakarshi Padamshi Gala surrendering his occupancy and possessory rights in the premises held by him, in the manner and on the terms and conditions mentioned therein.
12. The Property Register Cards in respect of the said First Land stand in the name of the Developers as the owners thereof with Mr. Himmat G. Kachhara and Mr. Deven P. Shah as its partners.

B) CTS Nos. 159 and 159/1 to 37 and 159/40 to 43:

13. It appears that prior to 1995, (1) Mr. Gopinath Dadu Kini, (2) Mr. Ravindra Gopinath Kini and (3) Mr. Mahadev Gopinath Kini, were the joint owners of and well and sufficiently entitled to land admeasuring 2733 square yards or thereabouts equivalent to 2285 square metres bearing Survey No. 165, Hissa No.1 and C.T.S. Nos. 159/1 to 43 (as per the title documents) together with structures standing thereon situated at Jakeria Road, Malad (West), Mumbai – 400 064 and it appears that the above land now bears CTS Nos. 159, 159/1 to 37 and 159/40 to 43 of Village Malad (South), Taluka Malad, Mumbai Suburban District, admeasuring 2188.9 square metres (as per property register cards) situated at Jakeria Road, Malad (West), Mumbai-400 064 (“the said

Second Land") as more particularly described **Secondly in the First Schedule** hereunder written.

14. It appears that by and under Indenture dated 16th September, 1995, entered into between the said (1) Mr. Gopinath Dadu Kini, (2) Mr. Ravindra Gopinath Kini and (3) Mr. Mahadev Gopinath Kini, therein referred to as "the Vendors" of the One Part and (1) Mr. Mithalalji Ghashilalji Duggad, (2) Mr. Nanalalji Nandlalji Kothari, (3) Roshanlalji Abalalji Dhakad and (4) Mr. Deendayal Mohanlalji Agarwal, in their capacities as the then trustees of Shri Mewar Kshetrapal Trust ("the said Mewar Trust"), therein referred to "the Purchasers", of the Other Part, and lodged for registration with the office of concerned Sub-Registrar of Assurances, the Vendors therein granted, sold, conveyed, transferred and assured the said Second Land unto the purchasers therein, at or for the consideration and on the terms and conditions mentioned therein.
15. The said Mewar Trust, with the intent to sell the said Second Land unto the Developers herein, applied to the Charity Commissioner, Maharashtra, for permission under Section 31(1)(a) of the Bombay Public Trusts Act, 1950.
16. By and under an Order No. PTR No. E-13225 (BOM), the Charity Commissioner sanctioned the sale of the said Second Land unto the Developers subject to certain terms and conditions stipulated in the said Order;
17. The said Order dated 9th August, 2000, of the Charity Commissioner *inter alia* provided that the Trustees of the said Mewar Trust would execute the Conveyance in favour of the Developers within six months from the date of the order. We are informed that the said time period was extended by the Trustees, and extension to that effect was obtained from the Charity Commissioner from time to time, until 2005;
18. Pursuant to the above, by and under Indenture of Conveyance dated 10th February, 2005, entered into between (1) Mr. Chhogalal G. Dhakad, (2) Mr. Ganeshlal Bhimraj Dhakad, (3) Mr. Hajarilal Hiralal Dhakad, (4) Mr. Ishwarlal Bhuralal Dhing, (5) Mr. Kantilal Ghisulal Chaplot, (6) Mr. Khemraj Kesarimal Dhakad, (7) Mr. Mithalal Ganeshlal Duggad, (8) Mr. Roshanlal Ambalal Dhakad, (9) Mr. Rajubhai Jogi, (10) Mr. Sohanlal Ghasilal Dhakad, (11) Mr. Sohanlal Hiralal Dhakad, (12) Mr. Haraklal Madanlal Betala, (13) Mr. Shantilal Pannalalji Pagasia and (14) Mr. Deendayal Mohanlal Agarwal, in their capacities as the then trustees of the said Mewar Trust, therein collectively referred to as "the Vendors" of the One Part and the Developers herein, therein referred to as "the Purchasers" of the Other Part, and registered with office of Sub-Registrar of Assurances at Borivali-1 on 3rd May, 2005 under serial No. BDR-2/02496/2005, the Vendors therein sold, conveyed and transferred unto the Developers, the said Second Land (therein described as bearing CTS Nos. 159/1 to 43), at or for the consideration and on the terms and conditions mentioned therein.

19. By and under Deed of Rectification dated 3rd May, 2005, entered into between the above Trustees of the said Mewar Trust, therein referred to as “the Vendors” of the One Part and the Developers herein, therein referred to as “the Purchasers” of the Other Part, and registered on even date with the office of Sub-Registrar of Assurances at Borivali-1 under serial No. BDR-2/02497/2005, the parties therein rectified the area of land mentioned in the above Indenture of Conveyance dated 10th February, 2005 from 2733 square yards equivalent to 2285 square metres to 2617.92 square yards equivalent to 2188.9 square metres
20. We observe that even though the above Indenture of Conveyance dated 10th February, 2005 read with above Deed of Rectification dated 3rd May, 2005, describes the said Second Land as bearing CTS Nos. 159/1 to 43, we have been informed that lands bearing CTS Nos. 159/38 and 39 were included in the said description inadvertently, and do not form part of the said Second Land. Therefore, we have been informed that the said Second Land includes parcels of land bearing CTS Nos. 159, 159/1 to 37, 159/40 to 43 of Village Malad (South), Taluka Malad, Mumbai Suburban District.
21. By and under Deed of Declaration dated 27th October, 2005, executed by Mr. Mithalalji Ghasilalji Duggad, Mr. Roshanlalji Ambalalji Dhakad and Mr. Deendayal Mohanlalji Agarwal, being the members of the managing council of the said Mewar Trust, and registered on even date with the office of Sub-Registrar of Assurances at Borivali-1 under serial No. BDR-2/06331/2005, it was declared and recorded that the above Indenture of Conveyance dated 16th September, 1995, was impounded by the concerned authorities and the said Mewar Trust had thereupon paid the deficit stamp duty, registration charges alongwith penalty on the said Indenture of Conveyance. It was further recorded, that after continuous follow up at the office of concerned Sub-Registrar of Assurances at Bandra (E) for getting the above Indenture dated 16th September, 1995, duly registered and indexed, the same could not be traced and the representatives of the said Mewar Trust were given to understand that the original of the said Indenture of Conveyance has been misplaced.
22. The Property Register Cards in respect of the Second Land stand in the name of the Developers as the owners thereof with Mr. Himmat Lalji Kachhara, Mr. Sunil Kisanlal Jain, Mr. Premiji H. Shah and Mr. Deven P. Shah as its partners.

C) CTS Nos. 158:

23. It appears that on or before 2014, the Trimurti Arcade Co-operative Housing Society Limited and its members were seized and possessed of and well and sufficiently entitled to of land admeasuring 321.1 square metres or thereabouts bearing Survey No. 165, Hissa No.4, CTS No. 158 of Village Malad (South), Taluka Malad, Mumbai Suburban District together with building standing thereon, situated at Jakeria Road, Malad (West), Mumbai – 400 064 (“**the said Third Land**”) as more particularly described **First** in the **Second Schedule** hereunder written.

24. By and under a Development Agreement dated 27th August, 2014 entered into between Trimurti Arcade Co-operative Housing Society Limited, therein referred to as “Society” of the First Part, (1) Mr. Jitendra Ratilal Sanghani, (2) Mr. Vipul Pravinchandra Shah, (3) Mrs. Kalavati Pravinchandra Shah, (4) Mr. Shashikant Milapchand Shah, (4a) Mrs. Rajshree Shashikant Shah, (5) Mrs. Rajshree Shashikant Shah and Mr. Shashikant Milapchand Shah, (6) M/s. Mahavir Paint Agency through its partner Mr. Motilal Babulal Jain, (7) Mr. Jasaram Kesharam Choudhary, (8) Mr. Jasaram Kesharam Choudhary, (9) Mr. Jasaram Kesharam Choudhary and (10) Sankalp through its trustee Mr. S.S. Gupta therein collectively referred to as “the Members” of Second Part and the Developers herein, therein referred to as “the Developer” of the Third Part, and registered with the office of Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/7003/2014, the Society therein irrevocably granted, assured and transferred unto the Developers the development rights in respect of the said Third Land, at or for the consideration, and on the terms and conditions mentioned therein.
25. As per clause No.2 of the above Development Agreement dated 27th August, 2014, the Developer was obliged to obtain conveyance/deemed conveyance in favour of the Society therein and subsequently effectuate transfer of all revenue records in name of the Society at their costs and expenses.
26. As per clause No.5 of the above Development Agreement dated 27th August, 2014, the Developer was obliged to provide additional 22% area i.e. 950.81 square metres carpet area (inclusive of fungible FSI) free of cost to the Members therein proportionately, over and above their existing area of their Existing premises (4321.88 square feet).
27. Simultaneously with the above Development Agreement dated 27th August, 2014, Trimurti Arcade Co-operative Housing Society Limited also executed an Irrevocable Power of Attorney dated 27th August, 2014 and registered with the office of Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/7004/2014, appointing the Developers and their partners viz Mr. Himmatal Ganeshlal Kachhara HUF through its Karta Himmatal Ganeshlal Kachhara and Mr. Deven Premji Shah, jointly and severally as their lawful attorneys *inter-alia* for effectuating conveyance/deemed conveyance in favour of the above Trimurti Arcade Co-operative Housing Society Limited, carrying out construction on the said Third Land and thereby developing the same.
28. It appears that in 2016, the said Trimurti Arcade Co-operative Housing Society Limited had made an application to the competent authority under Section 11(3) and 11(4) of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA Act**”) and the Rules prescribed thereunder for deemed conveyance in respect of the said Third Land.

29. By and under an Order cum Certificate bearing No. DDR-4/Mum/Dc/Trimurti Arcade CHS/384/15 dated 3rd March, 2016, issued by the District Deputy Registrar, Co-operative Societies, Mumbai City (4), being the competent authority under Section 5A of the MOFA Act, the said authority directed a deemed conveyance to be executed and registered in favour of Trimurti Arcade Co-operative Housing Society Limited, in respect of the said Third Land, in the manner and on the terms and conditions specified therein.
30. By and under Conveyance Deed (Deemed/Unilateral) dated 4th July, 2016, entered into between Mr. Rajendra Veer, District Deputy Registrar, Co-operative Societies, Mumbai (4) being the Competent Authority under section 5A of the MOFA Act, therein referred to as the “Vendor/Competent Authority” on account of defaulting original owners as per revenue records, being (1) Ms. Sumatibai Dwarkanath Mahant, (2) Ms. Prabhavati Madhukar Mahant, (3) Mr. Ratanakar Dwarkanath Mahant, (4) Ms. Smita Kamalakar Mahant, (5) Mr. Sudhakar Dwarkanath Mahant, (6) Mr. Ravikar Dwarkanath Mahant, (7) Ms. Vimal Pandurang Pathare, (8) Ms. Nileema Narendra Ovalekar, being legal heirs of Mr. Dwarkanath V. Mahant, therein collectively referred to as “the Promoters/Owners” of the First Part, also on account of defaulting confirming parties being (1) M/s. Shah Hiraji Umarshi & Co., (2) Surajba Charitable Trust, Ramdas Builders Private Limited, (3) Mr. Dilip Vadilal Shah, (4) Mr. Prabedh Vadilal Shah and (5) Mr. Dhirabhai M. Shah, therein collectively referred to as “the Confirming Parties” of the Second Part; and on account of M/s. Monarch Construction Co., therein referred to as “the Promoter/ Developer/ Builder” of the Third Part, and Trimurti Arcade Co-operative Housing Society Limited, therein referred to as “the Purchaser Society” of the Fourth Part, and registered on 8th July, 2016, with the office of Sub-Registrar of Assurances at Borivali-6 under serial No. BRL-6/6928/2016, the Competent Authority granted, transferred, assured and conveyed the said Third Land together with building standing thereon, in favour of Trimurti Arcade Co-operative Housing Society Limited for the consideration and on the terms and conditions mentioned therein.
31. Therefore, Trimurti Arcade Co-operative Housing Society Limited came to be the owner of and well and sufficiently entitled to the said Third Land and the building standing thereon, and the Developers came to be entitled to the development rights in respect thereof.
32. The Property Register Cards in respect of the said Third Land stands in the name of Trimurti Arcade Co-operative Housing Society Limited as owner thereof.

D) CTS Nos. 1412:

33. It appears that prior to 2014, one Mr. Hareshwar Tukaram Karande was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of agricultural land bearing Survey No. 164, Hissa No. 1/2 admeasuring 1 $\frac{1}{2}$ Gunthas equivalent to 151.75 square metres or thereabouts, bearing Old CTS No. 159 (Part), 159/38 and 39, and New CTS No.

1412 (admeasuring 85.6 square metres as per the property register card) of Village Malad (South), Taluka Malad, Mumbai Suburban District situated at Jakeria Road, Malad (West), Mumbai – 400 064 (“**the said Fourth Land**”) alongwith structures standing thereon as more particularly described **Secondly in the Second Schedule** hereunder written.

34. It appears that the said Mr. Hareshwar Tukaram Karande passed away intestate on or about 3rd November, 2014, leaving behind (1) Ms. Usha Hareshwar Karande, (2) Mrs. Rupali Hemant Potdar, (3) Mrs. Reena Swapnil Gamare, (4) Mrs. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, as his heirs and next of kin as per the provisions of the Hindu Succession Act, 1956, by which he was governed. It appears that the said heirs had executed a Declaration cum Indemnity dated 2nd September, 2015, declaring themselves to be the only legal heirs of late Mr. Hareshwar Tukaram Karande.
35. By and under an Agreement dated 2nd September, 2015, entered into between (1) Ms. Usha Hareshwar Karande, (2) Ms. Rupali Hemant Potdar, (3) Mrs. Reena Swapnil Gamare, (4) Mrs. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, therein collectively referred to as the “Owners” of the One Part and M/s. Royal Realtors, therein referred to as the “Developers” of the Other Part, and registered on 5th September, 2015, with the office of Sub-Registrar of Assurances at Borivali-7 under serial No. BRL-7/8709/2015 the Owners therein granted, assigned and transferred development rights in respect of the said Fourth Land in favour of M/s. Royal Realtors, at or for the consideration and on the terms and conditions mentioned therein.
36. As per clause No.2 of the above Agreement dated 2nd September, 2015, M/s. Royal Realtors were obliged to provide to the aforesaid owners, two residential premises each admeasuring 269 square feet (carpet) in new sale building to be constructed by M/s. Royal Realtors on the said Fourth Land alongwith monetary consideration of Rs. 10,00,000/- (Rupees Ten Lakh only) (which was already paid to and received by the original deceased owner, Mr. Hareshwar Tukaram Karande).
37. Pursuant to the above Agreement dated 2nd September, 2015, (1) Ms. Usha Hareshwar Karande, (2) Mrs. Rupali Hemant Potdar, (3) Mrs. Reena Swapnil Gamare, (4) Mrs. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, executed an Irrevocable Power of Attorney dated 5th September, 2015, registered with the office of Sub-Registrar of Assurances at Borivali-7 under serial No. BRL7-8710-2015, appointing M/s. Royal Realtors and its partners viz Mr. Himmat Ganeshlal Kachhara and Mr. Deven Premji Shah, jointly and severally, as their lawful attorneys *inter-alia* for carrying out construction on the said Fourth Land and thereby developing the same.
38. By and under Deed of Assignment dated 28th August, 2020, entered into between M/s. Royal Realtors, therein referred to as “the Assignor/s” of the One Part, the Developers herein, therein referred to as “the Assignees” of the Second Part and

(1) Ms. Usha Hareshwar Karande, (2) Mrs. Rupali Hemant Potdar, (3) Mrs. Reena Swapnil Gamre, (4) Mrs. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, therein referred to as the “Confirming Parties” of the Third Part, and registered with the office of Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/5778/2020, M/s. Royal Realtors assigned the development rights in respect of the said Fourth Land derived by them by virtue of above Agreement dated 2nd September, 2015, in favour of the Developers herein with confirmation by the Confirming Parties therein, for the consideration and on the terms and conditions mentioned therein.

39. Pursuant to the above, by and under Power of Attorney dated 28th August, 2020, executed by M/s. Royal Realtors and registered with the office of Sub-Registrar of Assurances at Borivali-4 under serial No. BRL-4/5779/2020, the said M/s. Royal Realtors appointed the Developers and their partners viz Mr. Himmat G. Kachhara (HUF) and Mr. Deven P. Shah, jointly and severally as their lawful attorneys *inter-alia* for attorning various powers specified therein to the Developers, including powers relating to carrying out construction on the said Fourth Land and to enable the Developers to develop the said Fourth Land.

40. Pursuant to the above, the Developers came to be entitled to the development rights in respect of the said Fourth Land.

41. By and under Supplemental Agreement dated 7th January, 2021, entered into between M/s. Royal Realtors, therein referred to as “the Assignor/s” of the First Part, the Developers herein, therein referred to as “the Assignees” of the Second Part and (1) Ms. Usha Hareshwar Karande, (2) Mrs. Rupali Hemant Potdar, (3) Mrs. Reena Swapnil Gamre, (4) Mrs. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, therein referred to as the “Confirming Parties” of the Third Part, and registered on even date with the office of Sub-Registrar of Assurances at Borivali under Serial No. BRL-4/276/2021, the monetary consideration agreed to be paid by the Developers to M/s. Royal Realtors under Deed of Assignment dated 28th August, 2020, has been modified in the manner mentioned therein.

42. Since the said Fourth Land is an agricultural land, there is no entry in the Property Registered Card. The 7/12 Extract in respect of the said Fourth Land still reflects Mr. Hareshwar Tukaram Karande as holder/owner thereof, and is yet to be updated to the names of (1) Ms. Usha Hareshwar Karande, (2) Mrs. Rupali Hemant Potdar, (3) Mrs. Reena Swapnil Gamre, (4) Mrs. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande.

E) CTS No. 155:

43. It appears that, prior to the year 1949, one Mr. Shivlal Motilal Sharma was the owner of and well and sufficiently entitled to agricultural land situated at Jakeria Road, Malad, then in the Thane District and Registration Sub-District of Borivali, admeasuring 600 square yards or thereabouts equivalent to 501.67 square metres

(“**the said Land A**”) and Mr. Tekchandra Hansraj Singh was the owner of and well and sufficiently entitled to agricultural land situated at Jakeria Road, Malad, then in the Thane District and Registration Sub-District of Borivali, admeasuring 1130 square yards or thereabouts which is equivalent to 944.82 square metres (“**the said Land B**”).

44. By an Indenture dated 11th February, 1949 entered into between Mr. Shivlal Motilal Sharma therein referred to as “the Vendor” of One Part and Mr. Kamlashanker Gaurishanker Dave therein referred to as “the Purchaser” of the Other Part and registered with the Sub-Registrar of Assurances at Borivali under serial No. 25 of 1949, the Vendor therein granted and conveyed the said Land A unto the Purchaser therein, for the consideration and on the terms and conditions mentioned therein. It is pertinent to note that the Schedule to the above Indenture dated 11th February, 1949, does not mention the Survey No./ Hissa No. of the said Land A conveyed thereunder. We observe that there is an entry in the Schedule thereunder written stating that Malad is a Khoti Village bearing no survey number.
45. By an Indenture dated 1st August 1949, entered into between Tekchandra Hansraj Singh therein referred to as “the Vendor” of One Part and Kamlashanker Gaurishanker Dave therein referred to as “the Purchaser” of the Other Part and registered with the Sub-Registrar of Assurances at Borivali under serial No. 389 of 1949, the Vendor therein granted and conveyed the said Land B unto the Purchaser therein, for the consideration and on the terms and conditions mentioned therein. It is pertinent to note that, the Schedule to the above Indenture dated 1st August 1949 does not mention the Survey No./ Hissa No. the said Land B conveyed thereunder. We observe that there is an entry in the Schedule thereunder written stating that Malad is a Khoti Village bearing no survey number.
46. Accordingly, Kamlashanker Gaurishanker Dave became owner of the said Land A and the said Land B which we have been informed were adjoining and contagious lands.
47. It appears that, the Kamlashanker Gaurishanker Dave constructed a structure of ground plus two upper floors and part third floor (part terrace) (hereinafter referred to as “**said Building**”) and four huts abutting the said Building (hereinafter referred to as “**said Structures**”).
48. It appears that by and under a Notification (Sanad) issued by the Maharashtra State Government, a City Survey was carried out in the City of Mumbai and subsequently, said Land A and the said Land B were treated as one plot of land and the same was given CTS No. 155 of Village Malad (South) in Taluka Malad in the name of Kamlashanker Gaurishanker Dave, subject to the terms and conditions stated therein. Thereafter, pursuant to fresh survey and demarcation, the area of the CTS No. 155 was fixed at 1523.5 square metres. The said Land A and the said Land B, now bearing CTS No. 155 of Village Malad (South) in

Taluka Malad, together with the said Building and the said Structures are hereinafter referred to as "**the said Fifth Land**" more particularly described **Thirdly in the Second Schedule** hereunder written.

49. By and under an unregistered Deed of Trust dated 31st May 1969, entered into between the Kamlashanker Gaurishanker Dave, therein referred to as "the Settlor" of One Part and (1) Mr. Kamlashanker Gaurishanker Dave, (2) Mr. Devendrakumar Kamlashanker Dave, (3) Mr. Chhotubhai Moreshwar Dave, (4) Mr. Jitendrakumar Kamlashanker Dave, (5) Mr. Vira Hansraj Umershi, (6) Mr. Parmar Ishwarlal Ranchhodhbhai and (7) Mr. Jagdishchandra Kamlashanker Dave, therein referred to as "the Trustees" of the Other Part, the Settlor and the Trustees therein formed and settled a Trust in the name of Shri Gaurishanker Jethalal Dave Charitable Trust (hereinafter referred to as "**the said Dave Trust**") for achieving charitable objects and registered the same as a Public Trust on the same day with the office of the Charity Commissioner;
50. The above Deed of Trust dated 31st May, 1969, states the following in verbatim on page no. 4:

"b) that the immediate object of the trust is to run and conduct the Malad Central School and Bal Mandir; which was founded by late Shri Gaurishanker Jethalal Dave with an intention that students of all caste and creed and community can get education and for that purpose the trustees shall endeavor their best to take the said High School for conducting and running at the same place in the same building premises belonging to Shri Kamlashanker Gaurishanker Dave, the owner thereof at present on payment of rent of the premises and hire charges of the furniture and fixtures and for that purpose the trustees shall negotiate and settle the terms with said Shri Kamlashanker Gaurishanker Dave and thereafter the trustees shall expand their activities and develop and establish or open or take for conducting other schools or high schools or colleges or other educational institutions as they may deem fit."

51. Therefore, it appears that the said Building standing on the Fifth Land was used by the said Dave Trust for running a school.
52. It appears that somewhere in beginning of the year 1997, the said Dave Trust closed the above Malad Central School and Bal Mandir and education activities carried out by it in the said Building, and vacated the same and handed over vacant possession, charge and control of the rooms occupied by the said Dave Trust in the said Building to the owner, Mr. Kamlashanker Gaurishanker Dave. It further appears that, the said Dave Trust formally informed the Education Department about such closure somewhere in 2007 and as per the directions of the Education Inspector, handed over the school records to the management of another school in the vicinity of the said Larger Land on 2nd January, 2008.
53. We have been furnished with a copy of a formal letter dated 31st December, 2007, issued by the Education Inspector and addressed to the said Dave Trust, whereby

the said Dave Trust was formally informed by the Education Department about the closure of the Malad Central School and Bal Mandir and directions was given regarding the handover of the school records to the management of another school in the vicinity of the said Larger Land.

54. By and under an unregistered Family Arrangement dated 6th February, 1997, the said Mr. Kamlashanker Gaurishanker Dave allotted and distributed the premises in the said Building and said Structures amongst his seven sons, namely; (i) Jagdish Dave, (ii) Devendra Dave, (iii) Jitendra Dave, (iv) Nandakumar Dave, (v) Dilipkumar Dave, (vi) Vasudev Dave and (vii) Bharat Dave. The above Family Arrangement document is in Gujarati language.
55. It appears that the seven sons of the said Mr. Kamlashanker Gaurishanker Dave, namely; (i) Mr. Jagdish Dave, (ii) Mr. Devendra Dave, (iii) Mr. Jitendra Dave, (iv) Mr. Nandakumar Dave, (v) Mr. Dilipkumar Dave, (vi) Mr. Vasudev Dave and (vii) Mr. Bharat Dave were in possession of the said Building and the said Structures on said Fifth Land, who in turn inducted tenants/licensees in respect of their respective premises in the said Building and the said Structures. The details of such area/respective portions possessed by the said seven sons of the Mr. Kamlashanker Gaurishanker Dave in the said Building and the said Structures is provided at Annexure "C" to the Agreement for Sale dated 17th July, 2013 and registered under serial No. BRL-8/3895/2013 and reflected in paragraph No. 61 (ix) hereunder. In this regard, we have been informed that, save and except as provided hereunder, there are no formal agreements/writings executed or entered into by the said sons of Mr. Kamlashanker Gaurishanker Dave in favour of the tenants/licensees occupying the said Building and the said Structures. Further, we have been informed that, the tenants/licensees/occupants have all surrendered their rights in respect of the said Building and have vacated their respective premises therein prior to the demolition of the said Building as reflected hereunder.
56. It appears that the heirs of the Mr. Kamlashanker Gaurishanker Dave included his wife namely; Mrs. Harigangaben Kamlashanker Dave, his seven sons namely (i) Mr. Jagdish Dave, (ii) Mr. Devendra Dave, (iii) Mr. Jitendra Dave, (iv) Mr. Nandakumar Dave, (v) Mr. Dilipkumar Dave, (vi) Mr. Vasudev Dave, (vii) Mr. Bharat Dave and two daughters namely; (i) Mrs. Hansaben Tribhovanbhai Pandya and (ii) Mrs. Neelaben Kartikkumar Pandya.
57. We have been informed that the wife of Mr. Kamlashanker Gaurishanker Dave namely; Mrs. Harigangaben Kamlashanker Dave predeceased him intestate at Mumbai on 12th May 1971;
58. We have been informed that Mr. Kamlashanker Gaurishanker Dave passed away intestate on 4th June, 2003 and upon his demise, the said Fifth Land devolved upon his seven sons and two daughters, listed above.

59. The respective shares in respect of the said Fifth Land together with the said Building and the said Structures standing thereon devolved upon the heirs Mr. Kamlashanker Gaurishanker Dave in the following manner:

(a) Share of Mr. Jagdish Kamlashanker Dave:

- (i) Family of Mr. Jagdish Kamlashanker Dave comprised of his wife namely; Mrs. Ramilaben Jagdish Dave and two sons namely; (i) Mr. Nayan Jagdish Dave and (ii) Mr. Satish Jagdish Dave and two daughters namely; (i) Mrs. Amitaben Mukeshkumar Jani and (ii) Mrs. Alkaben Hiteshkumar Panchamatia.
- (ii) We have been informed that the wife of Mr. Jagdish Kamlashanker Dave namely; Mrs. Ramilaben Jagdish Dave and his son namely; Mr. Nayan Jagdish Dave predeceased him intestate at Mumbai on 13th May, 2008 and 29th August, 2008, respectively. Further, we have been informed that the wife of Mr. Nayan Jagdish Dave namely; Mrs. Purvi Nayankumar Dave i.e., the daughter in law of Mr. Jagdish Kamlashanker Dave had predeceased Mr. Nayan Jagdish Dave intestate at Mumbai on 9th May, 1993;
- (iii) We have been informed that Mr. Jagdish Kamlashanker Dave expired intestate at Mumbai on 19th September, 2010 and his 1/9th share, right, title and interest in the said Fifth Land devolved upon and stood vested in his surviving heirs namely, (i) his grandson, Mr. Dheeran Nayan Dave (ii) his son, Mr. Satish Jagdish Dave, his married daughters; (iii) Mrs. Alkaben Hiteshkumar Panchmatia and (iv) Mrs. Amitaben Mukeshkumar Jani.
- (iv) By and under a Deed of Release dated 3rd September 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/4925/2013 entered into between Mrs. Amita Mukesh Jani therein referred to as "the Releasor" of One Part and (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave, therein referred to as "the Releasees" of the Other Part, the Releasor therein transferred, assigned, released and relinquished all her 1/36th undivided share, right, title and interest in the said Fifth Land in favour of the Releasees therein in the manner more particularly stated therein.
- (v) By and under a Deed of Release dated 29th April, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/2751/2014 entered into between Mrs. Alkaben Hiteshkumar Panchamatia therein referred

to as “the Releasor” of One Part and (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave therein referred to as “the Releasees” of the Other Part, the Releasor therein transferred, assigned, released and relinquished all her 1/36th undivided share, right, title and interest in the said Fifth Land in favour of the Releasees therein in the manner more particularly stated therein.

- (vi) Accordingly, (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave jointly hold 1/9th undivided share, right, title and interest in the said Fifth Land.

(b) Share of Mr. Devendra Kamlashanker Dave:

- (i) We have been informed that Mr. Devendra Kamlashanker Dave predeceased the said Mr. Kamlashanker Gaurishanker Dave intestate at Mumbai on 14th April, 2003.
- (ii) Upon the death of the Mr. Kamlashanker Gaurishanker Dave, the 1/9th share, right, title and interest of Mr. Devendra Kamlashanker Dave in the said Fifth Land devolved upon and stood vested in his surviving heirs namely, (1) his widow, Mrs. Ranjanben Devendra Dave and his sons namely; (2) Mr. Amit Devendra Dave (3) Mr. Prashant Devendra Dave.

(c) Share of Mr. Dilipkumar Kamlashanker Dave:

- (i) We have been informed that Mr. Dilipkumar Kamlashanker Dave, a bachelor, expired issueless at Mumbai on 11th June, 2015, leaving behind his last Will & Testament dated 14th August, 2013.
- (ii) By and under his last Will & Testament, the above Mr. Dilipkumar Kamlashanker Dave bequeathed his 1/9th undivided share, right, title and interest in the said Fifth Land in favour of his nephew namely Mr. Kuntal Jitendra Dave.
- (iii) After the death of the Mr. Dilipkumar Kamlashanker Dave, the above Mr. Kuntal Jitendra Dave filed a Testamentary Petition bearing No. 218 of 2016 in the Hon’ble Bombay High Court praying for grant of Letters of Administration with the last Will & Testament of Mr. Dilipkumar Kamlashanker Dave annexed thereto and the Hon’ble Bombay High Court has granted such Letters of Administration on 31st May, 2018.

(iv) Accordingly, the above Mr. Kuntal Jitendra Dave as the administrator to the estate of the late Mr. Dilipkumar Kamlashanker Dave is entitled to transfer and convey all the rights, title and interest vested in him under and in accordance with the provisions of the last Will & Testament of Mr. Dilipkumar Kamlashanker Dave with an intent to use the sale proceeds in the manner and for the purpose directed by the deceased Mr. Dilipkumar Kamlashanker Dave.

Accordingly, the undivided share, right, title and interest in the said Fifth Land were held as follows:

SR. NO.	NAME OF THE LEGAL HEIRS	SHARE
1.	Mr. Satish Jagdish Dave and Mr. Dheeran Nayan Dave (being heirs of the deceased Mr. Jagdish Kamlashanker Dave)	1/9 th
2.	Mrs. Ranjanaben Devendra Dave, Mr. Amit Devendra Dave and Mr. Prashant Devendra Dave (being heirs of deceased Mr. Devendra Kamlashanker Dave)	1/9 th
3.	Mr. Jitendra Kamlashanker Dave	1/9 th
4.	Mr. Nandakumar Kamlashanker Dave	1/9 th
5.	Mr. Kuntal Jitendra Dave (being the Administrator to the estate of late Mr. Dilipkumar Kamlashanker Dave)	1/9 th
6.	Mr. Vasudev Kamlashanker Dave	1/9 th
7.	Mr. Bharat Kamlashanker Dave	1/9 th
8.	Mrs. Hansaben Tribhovanbhai Pandya	1/9 th
9.	Mrs. Neelaben Kartikkumar Pandya	1/9 th

60. By and under a Notice dated 11th May, 2013, issued by the Municipal Corporation of Greater Mumbai (“MCGM”) bearing Serial No. ACPN/354/BF/32/414/2013, the said Building was declared as “Dangerous Structure” under the provisions of Section 354(1) of the Mumbai Municipal Corporation Act, 1888.

61. It appears that, the said Building was subsequently demolished by MCGM in 2013. Further, it appears that, since the said Building was in a dilapidated condition, the heirs of the Kamlashanker Gaurishanker Dave, who were in possession of their respective portions in the said Building by virtue of the above Family Arrangement dated 6th February, 1997, settled their respective tenants/licensees in the said Building and obtained surrender/termination of the tenements in the said Building and thus the said Building was vacated (without any claimants) prior to its demolition by the MCGM.
62. We have been informed that there are four tenants currently occupying the said Structures on the said Fifth Land.
63. Subsequently, M/s. M. M. Corporation (“**the Firm**”) has acquired the said Fifth Land through the following deeds, documents and writings:
 - i) By and under a Deed of Conveyance dated 12th August, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/4429/2013 entered into between Mrs. Hansaben Tribhovanbhai Pandya therein referred to as “the Vendors/Co-Owner” of One Part and M/s. M.M. Corporation therein referred to as “the Purchasers” of the Other Part, the Vendors/ Co-Owner therein sold, assigned, conveyed and transferred unto the Firm, all her 1/9th undivided share, right, title and interest in the said Fifth Land, for consideration and on the terms and conditions mentioned therein. The above Deed of Conveyance dated 12th August, 2013, states the following in verbatim on page no. 4 thereunder:

“The Vendor Co-Owner herein declares, admits and confirms that barring her 1/9th undivided share right title and interest in the said property, unlike other co-owners she was not in actual and physical possession of any Hut/Rooms/premises/ in the said Property or any part or portion thereof.”
 - ii) By and under an Irrevocable Power of Attorney also dated 12th August, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/4430/2013 Mrs. Hansaben Tribhovanbhai Pandya nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things in respect of her 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
 - iii) By and under a Deed of Conveyance dated 12th August, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even

date under Serial No. BRL-8/4431/2013 entered into between Mrs. Neelaben Kartikkumar Pandya, therein referred to as “the Vendors/ Co-Owner” of One Part and the Firm, therein referred to as “the Purchasers” of the Other Part, the Vendors/ Co-Owner therein sold, assigned, conveyed and transferred unto the Firm, all her 1/9th undivided share, right, title and interest in the said Fifth Land, for the consideration and on the terms and conditions mentioned therein. The above Deed of Conveyance dated 12th August, 2013 states the following in verbatim on page no. 4 thereunder:

“The Vendor Co-Owner herein declares, admits and confirms that barring her 1/9th undivided share right title and interest in the said property, unlike other co-owners she was not in actual and physical possession of any Hut/Rooms/premises/ in the said Property or any part or portion thereof.”

- iv) By and under an Irrevocable Power of Attorney dated 12th August, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/4432/2013, Mrs. Neelaben Kartikkumar Pandya nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things in respect of her 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- v) By and under an Agreement for Sale dated 2nd July, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on 3rd August, 2013 under Serial No. BRL-8/4304/2013 entered into between Mr. Vasudev Kamlashanker Dave therein referred to as “the Co-Owner” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Co-Owner therein agreed to sell assign and transfer unto the Firm, his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Co-Owner, for consideration and on the terms and conditions mentioned therein.
- vi) By and under an Irrevocable Power of Attorney dated 2nd August, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on 3rd August, 2013 under Serial No. BRL-8/4305/2013, Mr. Vasudev Kamlashanker Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things in respect of his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- vii) By and under a Deed of Conveyance dated 26th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/1946/2014 entered into between Mr.

Vasudev Kamlashanker Dave therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Vendor therein sold, conveyed and transferred unto the Firm, his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Vendor, for the consideration and on the terms and conditions mentioned therein.

- viii) By and under an Irrevocable Power of Attorney dated 26th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/1947/2014, Mr. Vasudev Kamlashanker Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things in respect of his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- ix) By and under an Agreement for Sale dated 17th July, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/3895/2013 entered into between Mr. Bharat Kamlashanker Dave therein referred to as “the Co-Owner” of One Part and the Firm, therein referred to as “the Purchasers” of the Other Part, the Co-Owner therein agreed to sell, assign and transfer unto the Firm, his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Co-Owner for consideration and on the terms and conditions mentioned therein.
- x) By and under an Irrevocable Power of Attorney dated 17th July, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/3896/2013, Mr. Bharat Kamlashanker Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things in respect of his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- xi) By and under a Deed of Conveyance dated 26th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/1942/2014 entered into between Mr. Bharat Kamlashanker Dave therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Vendor therein conveyed assigned and transferred unto the Firm, his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Vendor, for consideration and on the terms and conditions mentioned therein.

- xii) By and under an Irrevocable Power of Attorney dated 26th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/1943/2014 Mr. Bharat Kamlashanker Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things in respect of his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- xiii) By and under an Agreement for Sale dated 3rd August, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/4301/2013 entered into between Mr. Nandakumar Kamlashanker Dave therein referred to as “the Co-Owner” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Co-Owner therein agreed to sell, assign and transfer unto the Firm, his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Co-Owner, for consideration and on the terms and conditions mentioned therein.
- xiv) By and under an Irrevocable Power of Attorney dated 3rd August, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/4302/2013, Mr. Nandkumar Kamlashanker Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things in respect of his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- xv) By and under a Deed of Conveyance dated 26th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/1944/2014 entered into between Mr. Nandakumar Kamlashanker Dave therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Vendor therein sold, assigned, conveyed and transferred unto the Firm, his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Vendor, for consideration and on the terms and conditions mentioned therein.
- xvi) By and under an Irrevocable Power of Attorney dated 26th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/1945/2014, Mr. Nandakumar Kamlashanker Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things in respect of

his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.

- xvii) By and under an Agreement for Sale dated 27th June, 2013 and registered with the Sub-Registrar of Assurances at Borivali-5 on even date under Serial No. BRL-5/5374/2013 entered into between (1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave therein referred to as “the Co-Owners” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Co-Owners therein agreed to sell, assign and transfer unto the Firm, their 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Co-Owners, for consideration and on the terms and conditions mentioned therein.
- xviii) By and under an Irrevocable Power of Attorney dated 27th June, 2013 and registered with the Sub-Registrar of Assurances at Borivali-5 on even date under Serial No. BRL-5/5375/2013, 1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things in respect of his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- xix) By and under a Deed of Conveyance dated 28th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/2041/2014 entered into between (1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave therein referred to as “the Vendors” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Vendors therein sold, assigned, conveyed and transferred unto the Firm, their 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Vendors, for consideration and on the terms and conditions mentioned therein.
- xx) By and under an Irrevocable Power of Attorney dated 28th March, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/2042/2014, (1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things in respect of their 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.

- xxi) By and under an Agreement for Sale dated 27th June, 2013 registered with the Sub-Registrar of Assurances at Borivali-5 on even date under Serial No. BRL-5/5376/2013 entered into between (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave therein referred to as the “Co-Owners” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Co-Owners therein agreed to sell, assign and transfer unto the Firm, their 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Co-Owners, for consideration and on the terms and conditions mentioned therein.
- xxii) By and under an Irrevocable Power of Attorney dated 27th June, 2013 and registered with the Sub-Registrar of Assurances at Borivali-5 on even date under Serial No. BRL-5/5377/2013, (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things in respect of his 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- xxiii) xxiii. By and under a Deed of Conveyance dated 29th April, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/2783/2014 entered into between (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave therein referred to as “the Vendors” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Vendors therein sold, assigned, conveyed and transferred unto the Firm, their 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Vendors, for consideration and on the terms and conditions mentioned therein.
- xxiv) By and under an Irrevocable Power of Attorney dated 29th April, 2014 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/2784/2014, (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things in respect of their 1/9th undivided share, right, title and interest in the said Fifth Land as more particularly mentioned therein.
- xxv) By and under a Deed of Conveyance dated 6th July, 2015 and registered with the Sub-Registrar of Assurances at Borivali-8 on 7th July, 2015, under Serial No. BRL-8/5475/2015, entered into between Mr. Jitendra Kamlashanker Dave therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the Vendor therein sold, assigned, conveyed and transferred unto the Firm,

his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Vendor, for consideration and on the terms and conditions mentioned therein. In the aforesaid regard, we have been informed that, the above Mr. Jitendra Kamlashanker Dave has not executed a Power of Attorney in favour of the Firm.

xxvi) By and under a Deed of Conveyance dated 3rd January, 2019 registered with the Sub-Registrar of Assurances at Borivali-5 on even date under Serial No. BRL-5/85/2019, entered into between Mr. Kuntal Jitendra Dave (in his capacity as the Administrator to the Estate of late Mr. Dilipkumar Kamlashanker Dave and as the sole legatee and beneficiary of the Will of Dilipkumar Kamlashanker Dave) therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part, the vendor therein sold, assigned, conveyed and transferred unto the Firm, his 1/9th undivided share, right, title and interest in the said Fifth Land along with ownership and possession of premises/rooms/huts allocated to the Vendor, for consideration and on the terms and conditions mentioned therein. In the aforesaid regard, we have been informed that, the above Mr. Kuntal Jitendra Dave has not executed a Power of Attorney in favour of the Firm.

64. We have been provided with the available tenancy agreement and tenancy surrender agreement executed between the respective legal heirs of the Mr. Kamlashanker Gaurishanker Dave and the tenants/ licensees in respect of their respective portions in the said Building as follows:

- i. By and under an unregistered Agreement of Tenancy dated 3rd March, 1997, entered into between Mr. Dilipbhai Kamlashanker Dave therein referred to as the “Landlord” of the One Part and Mrs. Meena Jayandra Desai therein referred to as the “Tenant” of the Other Part, the Landlord therein granted tenancy rights to the tenant therein for commercial use of the tenancy premises namely Room No. 9 admeasuring 140 square feet carpet enclosed and 30 square feet otla in the zopada (chawl) / said Building on the said Fifth Land, for consideration and on the terms and conditions mentioned therein.
- ii. By and under a Tenancy Surrender Agreement dated 2nd December, 2013 and registered with the Sub-Registrar of Assurances at Borivali-8 on even date under Serial No. BRL-8/6693/2013, entered into between Mr. Bharat Kamlashanker Dave therein referred to as “the Co-Owner” of the One Part and Ms. Lataben Arvindbhai Rawal therein referred to as “the Tenant” of the Other Part, the Tenant therein released, relinquished, assigned and transferred all her rights title, interest, benefits, entitlement and has willingly agreed to surrender the tenancy rights of the Premise

No. H-6 admeasuring 201.90 square feet unto the Co-Owner therein, for the consideration and on the terms and conditions mentioned therein.

65. By and under a Development Agreement dated 24th September, 2020, entered into between the Firm, therein referred to as “the Owners” of the One Part and the Developers herein, therein referred to as “the Developer” of the Other Part, and registered with the office of Sub-Registrar of Assurances at Borivali-4 on 5th October, 2020 under serial No. BRL-4/7068/2020, the Owners therein granted development rights unto the Developers in respect of said Fifth Land, for the consideration, and on the terms and conditions mentioned therein.
66. As per clause No.3 (i) of the above Development Agreement dated 24th September, 2020, the Developers have agreed to construct and allot in favour of the Firm, residential flats in aggregate admeasuring 11,250 square feet RERA carpet area proportionately distributed between 5th livable floor and 20th livable floor alongwith 1 (one) car parking space per residential flat in new sale building. Further as per clause No. 4 the Developer shall deposit an interest free refundable security deposit of Rs. 1,00,00,000/- (Rupees One Crore only) in manner specifically contained therein.
67. In pursuance of the above Development Agreement dated 24th September, 2020, the Firm also executed an Irrevocable Power of Attorney dated 5th October, 2020 and registered with the office of Sub-Registrar of Assurances at Borivali-4 on even date under serial No. BRL-4/7070/2020, appointing the Developers acting through any of its authorised representative(s), jointly and/or severally as their lawful attorneys *inter-alia* for carrying out construction on the said Fifth Land and thereby developing the same.
68. Pursuant to the above, the Developers came to be entitled to the development rights in respect of the said Fifth Land.
69. The Property Register Card in respect of the said Fifth Land stands in the name of the Firm herein as the owners thereof.
70. For this Title Certificate, we have relied upon three Search Reports of Mr. Nilesh Vagal two dated 1st December, 2020 and the one dated 1st November, 2022, pursuant to the searches conducted by him in the offices of the concerned Sub-Registrar of Assurances for a period of thirty-seven (37) years which provides the following in addition to what has been stated herein above:-
 - (i) Declaration dated 1st February, 2022 and registered with the Sub-Registrar of Assurances at Borivali 4 under serial No. 1874 of 2022 made by Deven P. Shah. We have been informed that this document does not affect the right, title and interest of the Developers in relation to the said Larger Land or any part thereof;

(ii) Declaration dated 28th September, 2022 and registered with the Sub-Registrar of Assurances at Borivali 4 under serial No. 15017 of 2022 made by Himmat G. Kachhara. We have been informed that this document does not affect the right, title and interest of the Developers in relation to the said Larger Land or any part thereof;

II. CONSTITUTION OF THE DEVELOPERS

71. The Developers are a partnership firm formed and constituted by and under a Deed of Partnership dated 1st July, 1999 entered into between (1) Mr. Suresh Kumar Mithalal Ranka therein referred to as Party of the First Part, (2) Mr. Mangi Lal Bhanwarlal Ranka therein referred to as Party of the Second Part, (3) Mr. Bhanwar Lal Tejpal Mehta therein referred to as Party of the Third Part, (4) Mr. Ambalal Ganesh Lal Dhakar therein referred to as Party of the Fourth Part and (5) Ms. Sangeeta H. Kachhara therein referred to as Party of the Fifth Part, on terms and conditions mentioned therein.

72. Over the years there have been changes in composition of the Developers by way of several admissions and retirements of partners.

73. Eventually, by and under registered Deed of Admission cum Partnership dated 20th December, 2006 entered into between 1) Shri Himmatal G. Kachhara HUF therein referred to as Party of the First Part, 2) Mr. Sunil Kishanlal Jain therein referred to as Party of the Second Part, 3) Mr. Premji H. Shah therein referred to as Party of the Third Part and 4) Mr. Deven P. Shah therein referred to as Party of the Fourth Part and registered with the office of Sub-Registrar of Assurances at Borivali-1 on even under serial No. BDR2-8665-2006, the Party of the Third Part and the Party of the Fourth Part therein i.e. Mr. Premji H. Shah and Mr. Deven P. Shah, were admitted as partners of the Developers, on terms and conditions mentioned therein.

74. By and under Deed of Retirement cum Admission Deed dated 5th May, 2022, entered into between 1) Mr. Premji Harakhachand Shah therein referred to as “the Continuing Partner 1” of the First Part, 2) Mr. Deven Premji Shah therein referred to as “Continuing Partner 2” of the Second Part, 3) Mr. Himmatal Ganeshlal Kachhara HUF therein referred to as “Retiring Partner 1” of the Third Part ,4) Mr. Sunil Kishanlal Jain therein referred to as the “Retiring Partner 2” of the Fourth Part and 5) Mr. Himmatal Ganeshlal Kachhara therein referred to as the “Incoming Partner” of the Fifth Part , the Party of the Third Part and Fourth Part therein i.e. Mr. Himmatal Ganeshlal Kachhara HUF and Mr. Sunil Kishanlal Jain, retired as partners of the Developers. Further, the Party of the Fifth Part therein i.e., Mr. Himmatal Ganeshlal Kachhara, was admitted as a partner of the Developers, on terms and conditions mentioned therein. We have been informed that there have been no further changes in composition of the Developers, post the said Deed of Retirement cum Admission Deed dated 5th May, 2022 and that

1) Mr. Premji H. Shah, 2) Mr. Deven Premji Shah and 3) Mr. Himmat Ganeshlal Kachhara are presently the partners of the Developers firm.

III. LAND STATUS & CONSTRUCTION PERMISSIONS:

75. We have been informed that the said Larger Land is fully occupied by slums. A portion of the said Larger Land bearing CTS Nos. 157, 157/1 to 7, 159, 159/ 1 to 37 and 159/40 to 43, admeasuring 2036 square metres or thereabouts referred to as Manikbai Bhandari Chawl, has been declared as a 'Slum Area' under Section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.

76. By and under Commencement Certificate dated 28th November, 2022, bearing reference No. PN/PVT/0207/20210511/AP/COM, issued by the Slum Rehabilitation Authority ("SRA"), the SRA has permitted the Developers to commence construction of the proposed building on the said Larger Land upto plinth level.

IV. MUNICIPAL TAXES, ELECTRICITY AND WATER BILLS:

77. We have not been provided with copies of latest Property Tax Bills/ Receipts, Electricity Bills/ Receipts and Water charges Bills/ Receipts in respect of the said Larger Land, and have therefore not been able to verify whether the same have been paid. However, the Developers have informed us that, the same have been duly paid by them till date.

V. LITIGATIONS AND CHARGES:

78. We have been informed that in 2019, disputes and differences arose amongst the partners of the Developers firm. Pursuant to the above (1) Mr. Himmatlal G. Kachhara HUF, Mr. Mr. Premji H. Shah and (3) Mr. Deven P. Shah, being three of the partners of the Developers firm and (4) the Developers firm, filed an Arbitration Petition No. 232 of 2020, before the Hon'ble Bombay High Court, against Mr. Sunil Jain, the fourth partner of the Developers firm, inter-alia invoking arbitration in terms of Clause XIV of the above Deed of Admission cum Partnership dated 20th December, 2006, entered into between the partners, and seeking some interim protections pending the hearing and conclusion of the arbitration proceedings, as more particularly specified therein. The above Arbitration Petition was thereafter settled in terms of Consent Terms dated 31st January, 2020 entered into between the parties thereto. The Hon'ble Bombay High Court disposed off the above Arbitration Petition in terms of the Consent Terms vide an Order dated 31st January, 2020.

79. As per the above Consent Terms Mr. Sunil Jain undertook to retire and resign from the Developers firm within 15 (fifteen) days from filing of the Consent

Terms before the Hon'ble Bombay High Court, by signing, executing and registering a Deed of Retirement on the terms and conditions mentioned therein. As stated in paragraph No. 74 herein, Mr. Sunil Kishanlal Jain retired as a partner of the Developers vide Deed of Retirement cum Admission Deed dated 5th May, 2022 on terms and conditions mentioned therein.

80. As per your instructions, we have not carried out any litigation searches in respect of the Developers or any of their partners, to ascertain whether there are any pending litigations in respect of the said Larger Land. However, we have been informed by the Developers that there are no pending litigations filed by or against the Developers in respect of the said Larger Land.
81. As per your instructions, we have also not carried out searches in the Registrar of Firms to confirm the admission and retirement of partners of the Developers, from time to time.

VI. PUBLIC NOTICE

82. Vide a letter dated 21st October, 2022, issued by DSK Legal, Advocates and Solicitors, they have informed us that they have caused Public Notices to be issued on 12th September, 2022 in (i) the Times of India (English) and (ii) Maharashtra Times (Marathi) for the investigation of the title of the Developers. However, in pursuance of the same, they have not received any claims/objections till the date of the said letter.

VII. DECLARATION

83. By a notarized Declaration dated 2nd December, 2022 made by Mr. Deven Shah, in his capacity as the authorized partner of the Developers, i.e. M/s. Royal Developers, it has been, *inter alia*, declared, that:
 - a) the Developers are the absolute owners of and well and sufficiently entitled to the said First Land and the said Second Land and are entitled to the development rights in respect of the said Third Land, the said Fourth Land and the said Fifth Land;
 - b) the above Development Agreement dated 27th August, 2014, Irrevocable Power of Attorney also dated 27th August, 2014, Agreement dated 2nd September, 2015, Irrevocable Power of Attorney also dated 5th September, 2015, Deed of Assignment dated 28th August, 2020, Power of Attorney also dated 28th August, 2020, Supplemental Agreement dated 7th January, 2021, Development Agreement dated 24th September, 2020 and Irrevocable Power of Attorney dated 5th October, 2020, continue to be valid and subsisting and the Developers have not committed any breach of the terms thereof;

- c) there is no lien, mortgage, charge, lease or encumbrance of any nature whatsoever created on the said Larger Land;
- d) there are no other litigation(s) and/or proceeding(s) pending in respect of the said Larger Land;
- e) there is no dispute or attachment either before or after judgment nor is there any restraining order or injunction passed by any court or authority (including taxation authorities) pertaining to the said Larger Land or any part thereof;

VIII. QUALIFICATIONS

84. Further, it is to be noted that:

- a. We have not visited/ inspected any part of the said Larger Land or any part thereof;
- b. We have not taken inspection of any of the original title documents pertaining to the said Larger Land;
- c. The aspect of DP Remarks, zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Larger Land, fall within the scope of an architect review and we express no views about the same;
- d. The following has been assumed by us:
 - i. Copies of documents/ papers provided to us are precise and genuine copies of originals;
 - ii. Each document/ paper has been signed/ executed/ entered into by person/s purporting to sign/ execute the same and such person has full authority and power to do so; and
- e. In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs Kanga and Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report, exceed the professional fees paid by you to us in that behalf.

IX. CONCLUSION

85. On the basis of and subject to the above, in our opinion, the Developers, i.e. M/s.Royal Developers, are the absolute owners of and well and sufficiently entitled to the said First Land and the said Second Land and are entitled to the

development rights in respect of the said Third Land, the said Fourth Land and the said Fifth Land.

THE FIRST SCHEDELE ABOVE REFERRED TO

(Description of the said First Land and the said Second Land)

First:

All that piece or parcel of land admeasuring 382.50 square metres or thereabouts together with structures standing thereon bearing CTS Nos. 157, 157/1 to 7 of Village Malad (South), Taluka Malad, Mumbai Suburban District, situated at Jakeria Road, Malad (West), Mumbai-400 064, within the registration District and Sub-District of the Island City of Mumbai and bounded as follows: -

On or towards the North: CTS No. 155.

On or towards the South: existing road.

On or towards the East: CTS No.156.

On or towards the West: CTS No. 159.

Secondly:

All that piece or parcel of land admeasuring 2188.9 square metres or thereabouts together with the structures standing thereon bearing CTS Nos. 159, 159/1 to 37 and 159/40 to 43 of Village Malad (South), Taluka Malad, Mumbai Suburban District, situated at Jakeria Road, Malad (West), Mumbai-400 064, within the registration District and Sub-District of the Island City of Mumbai and bounded as follows: -

On or towards the North: CTS No. 112 & 113.

On or towards the South: existing road.

On or towards the East: CTS No. 155 & 157.

On or towards the West: CTS No. 158, 1412 & 160A/1.

THE SECOND SCHEDELE ABOVE REFERRED TO

(Description of the said Third Land, said Fourth Land and the said Fifth Land)

First:

All that piece or parcel of land admeasuring 321.1 square meters or thereabouts together with building of Trimurti Arcade Co-operative Housing Society Limited standing thereon, bearing Survey No. 165, Hissa No.4, CTS No. 158 of Village Malad (South), Taluka Malad, Mumbai Suburban District, situated at Jakeria Road, Malad (West), Mumbai-400 064, within the registration District and Sub-District of the Island City of Mumbai and bounded as follows: -

On or towards the North: CTS No. 159.
On or towards the South: existing road.
On or towards the East: CTS No. 159 & 157.
On or towards the West: existing road.

Secondly:

All that piece or parcel of land area admeasuring 85.60 square metres (as per the property register card) together with structures standing thereon, bearing Old CTS No. 159 (Part), 159/38 and 39, and New CTS No. 1412 of Village Malad (South), Taluka Malad, Mumbai Suburban District situated at Hareshear Tukaram Kanade Chawl, Opp. Shivaji Chowk, Jakeria Road, Malad (West) Mumbai-400 064, within the registration District and Sub-District of the Island City of Mumbai and bounded as follows: -

On or towards the North: CTS No. 159.
On or towards the South: CTS No. 159.
On or towards the East: CTS No. 159.
On or towards the West: CTS No. 160A/1.

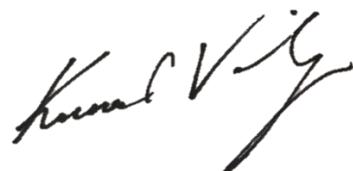
Thirdly:

All that piece and parcel of land admeasuring 1523.5 square metres or thereabouts together with structure standing thereon, bearing CTS No.155 of Village Malad (South), Taluka Malad, Mumbai Suburban District, situated at Jakeria Road, Malad (West) Mumbai-400 064, within the registration District and Sub-District of the Island City of Mumbai and bounded as follows: -

On or towards the North: CTS No. 131 & 113.
On or towards the South: CTS No. 156 & 157.
On or towards the East: CTS No. 154.
On or towards the West: CTS No. 159.

Yours faithfully,

Kanga & Company,



Partner

ANNEXURE “A”

(List of documents furnished to us)

1. Copy of Development Agreement dated 18th June, 2004 entered into between Mrs. Panbai Padamsi Gala, Mr. Thakarshi Padamsi Gala, therein collectively referred to as “the Vendors” of the One Part and M/s. Royal Developers therein referred to as “the Developers” of the Other Part.
2. Copy of Indenture of Conveyance dated 11th November, 2007 entered into between Mr. Thakarshi Padamshi Gala, therein referred to as “the Vendor” of the One Part and the Developers herein, therein referred to as “the Purchasers” of the Other Part.
3. Copy of Agreement for Permanent Alternate Accommodation dated 11th November, 2007 entered into between the Developers herein, therein also referred to as “the Developers” of the One Part and Mr. Thakarshi Padamshi Gala, therein referred to as “the Allottee” of the Other Part.
4. Copy of Indenture of Conveyance dated 10th February, 2005 entered into between (1) Mr. Chhogalal G. Dhakad and 13 Others, in their capacities as the then trustees of the Shri Mewar Kshetrapal Trust, therein collectively referred to as “the Vendors” of the One Part and the Developers, therein referred to as “the Purchasers” of the Other Part.
5. Copy of Deed of Rectification dated 3rd May, 2005 entered into between the Trustees of the Shri Mewar Kshetrapal Trust, therein referred to as “the Vendors” of the One Part and the Developers, therein referred to as “the Purchasers” of the Other Part.
6. Copy of Deed of Declaration dated 27th October, 2005 executed by Mr. Mithalalji Ghasilalji Duggad, Mr. Roshanlalji Ambalalji Dhakad and Mr. Deendayal Mohanlalji Agarwal, being the members of the managing council of the Trust.
7. Copy of Development Agreement dated 27th August, 2014 entered into between Trimurti Arcade Co-operative Housing Society Limited, therein referred to as “Society” of the First Part, Mr. Jitendra Ratilal Sanghani, Mr. Vipul Pravinchandra Shah, Ms. Kalavati Pravinchandra Shah, Shashikant Milapchand Shah, Ms. Rajshree Shashikant Shah, M/s. Mahavir Paint Agency through its partner Mr. Motilal Babulal Jain, Mr. Jasaram Kesharam Choudhary, Sankalp through its trustee Mr. S.S. Gupta, therein collectively referred to as “the Members” of Second Part and the Developers, therein also referred to as “the Developer” of the Third Part.

8. Copy of Irrevocable Power of Attorney dated 27th August, 2014 executed by Trimurti Arcade Co-operative Housing Society Limited in favour of the partners of the Developers as stated therein.
9. Copy of Conveyance Deed (Deemed/Unilateral) dated 4th July, 2016 executed by the Competent Authority in favour of Trimurti Arcade Co-operative Housing Society Limited.
10. Copy of Agreement dated 2nd September, 2015 entered into between (1) Ms. Usha Hareshwar Karande, (2) Ms. Rupali Hemant Potdar, (3) Ms. Reena Swapnil Gamare, (4) Ms. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, therein collectively referred to as the “Owners” of the One Part and M/s. Royal Realtors, therein referred to as the “Developers” of the Other Part.
11. Copy of Irrevocable Power of Attorney dated 5th September, 2015 executed by (1) Ms. Usha Hareshwar Karande, (2) Ms. Rupali Hemant Potdar, (3) Ms. Reena Swapnil Gamare, (4) Ms. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande in favour of M/s. Royal Realtors.
12. Copy of Deed of Assignment dated 28th August, 2020 entered into between M/s. Royal Realtors, therein referred to as “the Assignor/s” of the One Part, the Developers, therein referred to as “the Assignees” of the Second Part and (1) Ms. Usha Hareshwar Karande, (2) Ms. Rupali Hemant Potdar, (3) Ms. Reena Swapnil Gamre, (4) Ms. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, therein referred to as the “Confirming Parties” of the Third Part.
13. Copy of Power of Attorney dated 28th August, 2020 executed by M/s. Royal Realtors in favour of the Developers.
14. Copy of Supplemental Agreement dated 7th January, 2021, entered into between M/s. Royal Realtors, therein referred to as “the Assignor/s” of the One Part, the Developers herein, therein referred to as “the Assignees” of the Second Part and (1) Ms. Usha Hareshwar Karande, (2) Mrs. Rupali Hemant Potdar, (3) Mrs. Reena Swapnil Gamre, (4) Mrs. Deepali Surendra Gawde and (5) Mr. Darshan Hareshwar Karande, therein referred to as the “Confirming Parties” of the Third Part.
15. 7/12 Extract in respect of the said Fourth Land furnished to us by the Developers.
16. Copy of Indenture dated 11th February, 1949 entered into between Mr. Shivlal Motilal Sharma therein referred to as “the Vendor” of One Part and Mr. Kamlashanker Gaurishanker Dave therein referred to as “the Purchaser” of the Other Part.

17. Copy of Indenture dated 1st August, 1949 entered into between Tekchandra Hansraj Singh there in referred to as “the Vendor” of One Part and Kamlashanker Gaurishanker Dave there in referred to as “the Purchaser” of the Other Part.
18. Copy of Deed of Trust dated 31st May, 1969 entered into between the Kamlashanker Gaurishanker Dave, there in referred to as “the Settlor” of One Part and (1) Mr. Kamlashanker Gaurishanker Dave, (2) Mr. Devendrakumar Kamlashanker Dave, (3) Mr. Chhotubhai Moreshwar Dave, (4) Mr. Jitendrakumar Kamlashanker Dave, (5) Mr. Vira Hansraj Umershi, (6) Mr. Parmar Ishwarlal Ranchhodbhai and (7) Mr. Jagdishchandra Kamlashanker Dave, there in referred to as “the Trustees” of the Other Part.
19. Copy of formal letter dated 31st December, 2007 issued by the Education Inspector and addressed to the said Dave Trust.
20. Copy of Family Arrangement dated 6th February, 1997 entered into between (i) Jagdish Dave, (ii) Devendra Dave, (iii) Jitendra Dave, (iv) Nandakumar Dave, (v) Dilipkumar Dave, (vi) Vasudev Dave and (vii) Bharat Dave.
21. Copy of Deed of Release dated 3rd September, 2013 entered into between Mrs. Amita Mukesh Jani there in referred to as “the Releasor” of One Part and (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave, there in referred to as “the Releasees” of the Other Part.
22. Copy of Deed of Release dated 29th April, 2014 entered into between Mrs. Alkaben Hiteshkumar Panchamatia there in referred to as “the Releasor” of One Part and (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave there in referred to as “the Releasees” of the Other Part.
23. Copy of Notice dated 11th May, 2013 issued by the MCGM bearing Serial No. ACPN/354/BF/32/414/2013.
24. Copy of a Deed of Conveyance dated 12th August, 2013 entered into between Mrs. Hansaben Tribhovanbhai Pandya there in referred to as “the Vendors/Co-Owner” of One Part and M/s. M.M. Corporation there in referred to as “the Purchasers” of the Other Part.
25. Copy of Irrevocable Power of Attorney dated 12th August, 2013 whereby Mrs. Hansaben Tribhovanbhai Pandya nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things as more particularly mentioned there in.
26. Copy of Deed of Conveyance dated 12th August, 2013 entered into between Mrs. Neelaben Kartikkumar Pandya, there in referred to as “the Vendors/ Co-Owner” of One Part and the Firm, there in referred to as “the Purchasers” of the Other Part.
27. Copy of Irrevocable Power of Attorney dated 12th August, 2013 whereby Mrs. Neelaben Kartikkumar Pandya nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani

being a partner of the Firm to do such acts, deeds and things as more particularly mentioned therein.

28. Copy of Agreement for Sale dated 2nd July, 2013 entered into between Mr. Vasudev Kamlashanker Dave therein referred to as "the Co-Owner" of One Part and the Firm therein referred to as "the Purchasers" of the Other Part.
29. Copy of Irrevocable Power of Attorney dated 2nd August, 2013 whereby Mr. Vasudev Kamlashanker Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things as more particularly mentioned therein.
30. Copy of Deed of Conveyance dated 26th March, 2014 entered into between Mr. Vasudev Kamlashanker Dave therein referred to as "the Vendor" of One Part and the Firm therein referred to as "the Purchasers" of the Other Part.
31. Copy of Irrevocable Power of Attorney dated 26th March, 2014 whereby Mr. Vasudev Kamlashanker Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things as more particularly mentioned therein.
32. Copy of Agreement for Sale dated 17th July, 2013 entered into between Mr. Bharat Kamlashanker Dave therein referred to as "the Co-Owner" of One Part and the Firm, therein referred to as "the Purchasers" of the Other Part.
33. Copy of Irrevocable Power of Attorney dated 17th July, 2013 whereby Mr. Bharat Kamlashanker Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things as more particularly mentioned therein.
34. Copy of Deed of Conveyance dated 26th March, 2014 entered into between Mr. Bharat Kamlashanker Dave therein referred to as "the Vendor" of One Part and the Firm therein referred to as "the Purchasers" of the Other Part.
35. Copy of Irrevocable Power of Attorney dated 26th March, 2014 whereby Mr. Bharat Kamlashanker Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things as more particularly mentioned therein.
36. Copy of Agreement for Sale dated 3rd August, 2013 entered into between Mr. Nandakumar Kamlashanker Dave therein referred to as "the Co-Owner" of One Part and the Firm therein referred to as "the Purchasers" of the Other Part.
37. Copy of Irrevocable Power of Attorney dated 3rd August, 2013 whereby Mr. Nandkumar Kamlashanker Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani

being a partner of the Firm to do such acts, deeds and things as more particularly mentioned therein.

38. Copy of Deed of Conveyance dated 26th March, 2014 entered into between Mr. Nandakumar Kamlashanker Dave therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part.
39. Copy of Irrevocable Power of Attorney dated 26th March, 2014 whereby Mr. Nandakumar Kamlashanker Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things as more particularly mentioned therein.
40. Copy of Agreement for Sale dated 27th June, 2013 entered into between (1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave therein referred to as “the Co-Owners” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part.
41. Copy of Irrevocable Power of Attorney dated 27th June, 2013 whereby 1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things as more particularly mentioned therein.
42. Copy of Deed of Conveyance dated 28th March, 2014 entered into between (1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave therein referred to as “the Vendors” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part.
43. Copy of an Irrevocable Power of Attorney dated 28th March, 2014 whereby (1) Mrs. Ranjanben Devendra Dave, (2) Mr. Amit Devendra Dave and (3) Mr. Prashant Devendra Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things as more particularly mentioned therein.
44. Copy of Agreement for Sale dated 27th June, 2013 entered into between (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave therein referred to as the “Co-Owners” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part.
45. Copy of Irrevocable Power of Attorney dated 27th June, 2013 whereby (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave nominated, constituted and appointed Mr. Mohamedali Aziz Bharwani being a partner of the Firm to do such acts, deeds and things as more particularly mentioned therein.

46. Copy of Deed of Conveyance dated 29th April, 2014 entered into between (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave therein referred to as “the Vendors” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part.
47. Copy of Irrevocable Power of Attorney dated 29th April, 2014 whereby (1) Mr. Satish Jagdish Dave and (2) Mr. Dheeran Nayan Dave nominated, constituted and appointed (1) Mr. Mohamedali Aziz Bharwani and (2) Mr. Mukund Mohanlal Goradia being partners of the Firm to do such acts, deeds and things as more particularly mentioned therein.
48. Copy of Deed of Conveyance dated 6th July, 2015 entered into between Mr. Jitendra Kamlashanker Dave therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part.
49. Copy of Deed of Conveyance dated 3rd January, 2019 entered into between Mr. Kuntal Jitendra Dave (in his capacity as the Administrator to the Estate of late Mr. Dilipkumar Kamlashanker Dave and as the sole legatee and beneficiary of the Will of Dilipkumar Kamlashanker Dave) therein referred to as “the Vendor” of One Part and the Firm therein referred to as “the Purchasers” of the Other Part.
50. Copy of unregistered Agreement of Tenancy dated 3rd March, 1997 entered into between Mr. Dilipbhai Kamlashanker Dave therein referred to as the “Landlord” of the One Part and Mrs. Meena Jayandra Desai therein referred to as the “Tenant” of the Other Part.
51. Copy of Tenancy Surrender Agreement dated 2nd December, 2013 entered into between Mr. Bharat Kamlashanker Dave therein referred to as “the Co-Owner” of the One Part and Ms. Lataben Arvindbhai Rawal therein referred to as “the Tenant” of the Other Part.
52. Copy of Development Agreement dated 24th September, 2020 entered into between the Firm, therein referred to as “the Owners” of the One Part and the Developers herein, therein referred to as “the Developer” of the Other Part.
53. Copy of Irrevocable Power of Attorney dated 24th September, 2020 executed by the Firm in favour of the Developers.
54. Copy of Deed of Partnership dated 1st July, 1999 entered into between (1) Mr. Suresh Kumar Mithalal Ranka therein referred to as Party of the First Part, (2) Mr. Mangi Lal Bhanwarlal Ranka therein referred to as Party of the Second Part, (3) Mr. Bhanwar Lal Tejpal Mehta therein referred to as Party of the Third Part, (4) Mr. Ambalal Ganesh Lal Dhakar therein referred to as Party of the Fourth Part and (5) Ms. Sangeeta H. Kachhara therein referred to as Party of the Fifth Part.
55. Copy of Deed of Admission cum Partnership dated 20th December, 2006 entered into between 1) Shri Himmatlal G. Kachhara HUF therein referred to as Party of the First Part, 2) Mr. Sunil Kishanlal Jain therein referred to as Party of the Second Part, 3) Mr. Premji H. Shah therein

referred to as Party of the Third Part and 4) Mr. Deven P. Shah therein referred to as Party of the Fourth Part.

56. Copy of Property Register Cards as furnished by the Developers in respect of land parcels comprising of the said Larger Land.
57. Copy of Deed of Retirement cum Admission Deed dated 5th May, 2022, entered into between 1) Mr. Premji Harakhachand Shah therein referred to as “the Continuing Partner 1” of the First Part, 2) Mr. Deven Premji Shah therein referred to as “Continuing Partner 2” of the Second Part, 3) Mr. Himmatlal Ganeshlal Kachhara HUF therein referred to as “Retiring Partner 1” of the Third Part ,4) Mr. Sunil Kishanlal Jain therein referred to as the “Retiring Partner 2” of the Fourth Part and 5) Mr. Himmat Ganeshlal Kachhara therein referred to as the “Incoming Partner” of the Fifth Part.
58. Copy of Commencement Certificate dated 28th November, 2022, bearing reference No. PN/PVT/0207/20210511/Ap/Com, issued by the Slum Rehabilitation