

Off.: 13, Hamam House, Ground Floor, Ambalal Doshi Marg,
(Hamam Street), Fort, Mumbai-400 001.

Ref. No.

Date 25/08/2022

(As per circular no: 28/2021)

To,
MahaRERA,
Housefin Bhavan,
Plot No C-21, E- Block,
Bandra Kurla Complex,
Bandra (E), Mumbai: 400051.

Legal Title Report

Subject: Title clearance certificate with respect to Property being all those pieces or parcels of lands or ground situate, lying and being at Revenue Village Navghar, Taluka and District Thane, within the limits of Mira-Bhayander Municipal Corporation bearing (i)Old Survey No. 303 corresponding to New Survey No.179 and Hissa No 2. (ii)Old Survey No.303 corresponding to New Survey No.179 and Hissa No 3. (iii)Old Survey No: 303 corresponding to New Survey No. 179 and Hissa No 4. (iv)Old Survey No.303 corresponding to New Survey No. 179 and Hissa No 8. (v)Old Survey No. 303 corresponding to New Survey No. 179 and Hissa No. 1B. (vi)Old Survey No.303 corresponding to New Survey No. 179 and Hissa No. 1A. and (vii)Old Survey No.181 corresponding to New Survey No. 179 and Hissa No 5.

...THE PLOTS.

We have investigated the title of the said plots on the request of M/s Chheda Developments, a partnership firm registered under the provisions of Indian Partnership Act 1932, having its Office at 109-111, Goyal Shopping Arcade, Opp. Railway Station, Borivali (West), Mumbai - 400 092, (for brevity's sake hereinafter referred to as "the Developers"), and following documents i.e.:-

1. Description of the Property:

Property being all those pieces or parcels of lands or ground situate, lying and being at Revenue Village Navghar, Taluka and District



Thane, within the limits of Mira-Bhayander Municipal Corporation bearing:

1.

Sr. No.	Old. Survey No.	New Survey No.	Hissa No.	Area (H-R.P.)
1.	303	179	2	0-30-6
2.	303	179	3	0-19-0
3.	303	179	4	0-00-8
4.	303	179	8	0-20-0

aggregating in all 8518.4 sq.yards i.e. 7040 sq.mtrs.

....Property No.1.

2. Old Survey No.303, New Survey No.179, Hissa No.1B admeasuring about 15 Gunthas i.e. 1818 sq.yards i.e. equivalent to 1520 sq. mtrs.

...Property No.2.

3. Old Survey No.303, New Survey No.179, Hissa No.1A admeasuring about 2540 sq.mtrs. or thereabout and Old Survey No.302, New Survey No.181 admeasuring 100 sq.mtrs.

...Property No.3

AND

4. Old Survey No.302, New Survey No.181, Hissa No.9 admeasuring about 1540 sq.mtrs. or thereabout and Old Survey No.303, New Survey No.179, Hissa No.5 admeasuring 200 sq.mtrs..

...Property No.4

(The Property No.1, Property No.2, Property No.3 and Property No.4 unless otherwise separately described are collectively referred as "the Properties")



2(a) Documents of Allotment of the Property Nos.1 & 2.:

- i. Deed of Conveyance registered between Hirabai Chintaman Patil & Others and the Developers dated 25.11.2014 and the documents referred therein.
- ii. Deed of Conveyance registered on 17.01.2017 by Anandibai & 18 Others, Vandana H. Patil & Another, Pratibha D. Patil, Bhavna B. Patil & Vasanti A. Karbhari, confirmed by Dilip Chheda, and the documents referred therein in favour of the Developers.
- iii. Deed of Conveyance registered and executed by Dominica Frankie Gomes & Others in favour of the Developers with the confirmation of Chintaman Y. Patil & Others and Jay Salasar Enterprises dated 22.06.2015 and the documents referred therein
- iv. Release Deed dated 20th July 2016, executed by Estate Inv. Co. Pvt. Ltd. in favour of the Developers, registered under Serial No. TNN 4-3414/2016 in respect of Property No.1.
- v. Release Deed dated 22nd December 2017, executed by Estate Inv. Co. Pvt. Ltd. in favour of the Developers, registered under Serial No. TNN4-1225/2018 in respect of Property No.2.

(b) Documents of Allotment by way of development right of Property Nos.3 & 4.

- (i). As evident from the Revenue Records/7/12 Extract issued by the Concerned Land Revenue Authority, Chintaman Yashwant Patil and Others are the Owners of Property No.3.
- (ii) As evident from the Revenue Records/7/12 Extract issued by the Concerned Land Revenue Authority, Premabai Baliram Kasar and Others are the Owners of Property No.4.

- (iii) Agreement dated 20th February 2005, between Chintaman Yashwant Patil and Others and M/s. Ranawat Builders in respect of Property No.3.
- (iv) Agreement dated 16th July 2005, between Premabai Baliram Kasar and Others in favour of Ranawat Builders in respect of Property No.4.
- (v) Development Agreement dated 7th November 2006, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN4-04080-2007 dated 30/04/2007 between Chintaman Yashwant Patil and 13 Others (Vendor No.1) and Premabai Baliram Kasar & 11 Others (Vendor No.2) and the Ranawat Builders (the Confirming Party) in favour of the Developers, , for grant of development right of 45672 sq.ft. from and out of Property Nos.3 and 4.
- (vi). First Supplementary Agreement dated 18.05.2007, between Ranawat Builders and the Developers for grant and assignment of additional development rights of 23450 sq.ft. from and out of Property Nos.3 and 4.
- (v) Release Deed dated 16th March 2009, executed by Estate Inv. Co. Pvt. Ltd. in favour of the Chintaman Yashwant Patil and Others, inter alia, in respect of Property No.3.
- (vi) Release Deed dated 16th March 2009, executed by Estate Inv. Co. Pvt. Ltd. in favour of Premabai Baliram Kasar and Others, inter alia, in respect of Property No.4.
- (vii). Second Supplementary Agreement dated 4th February 2019, between the Chintaman Yashwant Patil 13 Others (Vendor No.1), Premabai Baliram Kasar & 11 Others (Vendor No.2), the Ranawat Builders (Confirming Party) and the Developers, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN4-1783-2019 for grant of remaining development potential including by way of TDR FSI available in respect of Property Nos.3 and 4.

(viii). Registered Deed of Confirmation dated 5th October 2019, by and between Shree Anant Co-operative Housing Society Limited, Apurva Co-operative Housing Society Limited, Ranawat Builders and Chheda Developments.

3. The online 7/12 Extracts dated 19.04.2022 and Mutation Entries issued by Talathi Navghar, Taluka and District Thane in respect of the said properties.

4. Search Report dated 3rd August, 2018 for the period from 1988 to 2018 given by Sameer M. Sawant (Property title Investigator) in respect of the said Property Nos.1 and 2.

5. Search Report dated 1st July, 2021 for the period from the year 2018 to June 2021 given by Mr. Sandeep Joshi (Search Clerk) in respect of Property Nos.1 and 2.

6. Search Report dated 2nd July, 2021 for the period from the year 1992 to 2021 given by Mr. Sandeep Joshi (Search Clerk) in respect of Property Nos.3 and 4.

2/- On perusal of the above-mentioned documents and other relevant documents relating to title of the said properties, we are of the opinion that the title of M/s Chheda Developments is clear, marketable and without any encumbrances.

Owners of the Land:

Sr. No	Survey Number	Name of Owner/s on 7/12 extracts AND charge of Developer.
1.	Old Survey No: 303 corresponding to New Survey No 179 and Hissa No 2	CHHEDA DEVELOPMENTS (Mutation entry no: 2462)
2.	Old Survey No: 303 corresponding to New Survey No 179 and Hissa No 3	CHHEDA DEVELOPMENTS (Mutation entry no: 2462)
3.	Old survey no: 303 corresponding to New Survey No 179 and Hissa No 4	CHHEDA DEVELOPMENTS (Mutation entry no: 2462)
4.	Old Survey No: 303 corresponding to New Survey No 179 and Hissa No 8	CHHEDA DEVELOPMENTS (Mutation entry no: 2462)

5.	Old Survey No: 303 corresponding to New Survey No 179 and Hissa No 1b	CHEHDA DEVELOPMENTS (Mutation entry no: 2462)
6.	Old Survey No: 303 corresponding to New Survey No 179 and Hissa No 1a	Developer: CHHEDA DEVELOPEMNTS. Owner: Anant Yashwant Patil and others
7.	Old Survey No: 302, New Survey No. 181, Hiss No.9 and Old Survey No.303, New Survey No 179 and Hissa No 5.	Developer: CHHEDA DEVELOPMENTS. Owner: Premabai Baliram Kasar and Others.

Qualifying comments/ remarks:

No Applicability of Revenue and/or Area Sharing and no applicability of Land Owners with respect of Property 3 and 4 as co-promoters.

The Development Rights in respect of property 3 and 4 has been granted for consideration, which has been paid and discharged and there is no provision of revenue sharing or/ and area sharing in the said agreements. Therefore, the Owners of Property Nos. 3 and 4 are not required for joining as the co-promoters while registering the project under the RERA as they do not fall under the definition of Promoter as provided under MahaRERA.

3/- The report reflecting the flow of the title of the Developers/Owners in respect of all the Properties is enclosed herewith as Annexure 'A'.

Date: 05/08/2022

Annexed: as above.

M/s. Pramodkumar & Co. (Regd.)



Pramodkumar
Advocate & Solicitor

Off.: 13, Hamam House, Ground Floor, Ambalal Doshi Marg,
(Hamam Street), Fort, Mumbai-400 001.

Ref. No.

'Annexure A'
REPORT ON TITLE

Date: 11/08/2022

Re: Property being all those pieces or parcels of lands or ground situate, lying and being at Revenue Village Navghar, Taluka and District Thane, within the limits of Mira-Bhayander Municipal Corporation bearing

1. -----

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aggregating in all 8518.4 sq.yards i.e. 7040 sq.mtrs.

....Property No.1

2. Old Survey No.303, New Survey No.179, Hissa No.1B admeasuring about 15 Gunthas i.e. 1818 sq.yards i.e. equivalent to 1520 sq. mtrs.Property No.2.

3. Old Survey No.303, New Survey No.179, Hissa No.1A admeasuring about 2540 sq.mtrs. or thereabout and Old Survey No.302, New Survey No.181 admeasuring 100 sq.mtrs.Property No.3

AND

4. Old Survey No.302, New Survey No.181, Hissa No.9 admeasuring about 1540 sq.mtrs. or thereabout and Old Survey No.303, New Survey No.179, Hissa No.5 admeasuring 200 sq.mtrs..Property No.4

(The Property No.1, Property No.2, Property No.3 and Property No.4 unless otherwise separately described are collectively referred as "the Properties")

* We have been forwarded by our clients, M/s. Chheda Developments, a Partnership Firm registered under the provisions of Indian Partnership Act 1932, having its Office at 109-111, Goyal Shopping Arcade, Opp. Railway Station, Borivali (West), Mumbai - 400 092, (for brevity's sake hereinafter referred to as "the Developers"), represented by its authorized Partners Manoj Ramnik Chheda, the following documents and our Report is based upon the perusal of such documents:-

SR.NO.	DATE	DOCUMENT
1.	16.08.2005	Copy of MOU between Chintaman Patil & Others and Mahant Builders.
2.	05.04.2006	Original MOU between Mahant Builders and Dilip Chheda.
3.	22.03.2007	Copy of Development Agreement between Owners and Mahant Builders.
4.	22.03.2007	Copy of Power of Attorney by Owners to partners of Mahant Builders.
5.	16.03.2009	Release Deed executed by Estate Inv. Co. Pvt. Ltd. in favour of the Chintaman Yashwant Patil and Others, inter alia, in respect of Property No.3.
6.	16.03.2009	Release Deed executed by Estate Inv. Co. Pvt. Ltd. in favour of Premabai Baliram Kasar and Others, inter alia, in respect of Property No.4.
7.	12.08.2013	Certified Copy of Consent Terms between Anandibai & Others, Mahant Builders, Dilip Chheda and the Developers.
8.	12.09.2013	Original Agreement for Sale registered under Serial No.TNN4-5842/2013 between Anandibai & Others and the Developers.
9.	12.09.2013	Original Power of Attorney registered under Serial No.TNN4-5843/2013 by Anandibai & Others in favour of Partners of the Developers.
10.	18.10.2013	Certified Copy of Consent Terms between Vandana H. Patil & Anr, Dilip Chheda and the Developers.
11.	18.10.2013	Original Agreement for Sale registered under Serial No.TNN7-7833/2013 between Vandana Patil & Another and the Developers.
12.	18.10.2013	Original Power of Attorney registered under Serial No.TNN7-7835/2013 by Vandana Patil & Another in favour of Partners of the Developers.

Pramodkumar & Co. (Regd.)

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13. 19.04.2014 Original Agreement for Sale registered under Serial No. TNN7-3454/2014 between Pratibha D. Patil and the Developers.
14. 19.04.2014 Original Power of Attorney registered under Serial No. TNN7-3456/2014 by Pratibha D. Patil in favour of Partners of the Developers.
15. 30.06.2014 Certified Copy of Consent Terms between Pratibha D. Patil, Dilip Chheda and the Developers.
16. 30.06.2014 Certified Copy of Consent Terms between Bhavna B. Patil & Vasanti A. Karbhari, Dilip Chheda and the Developers.
17. 07.07.2014 Original Agreement for Sale registered under Serial No. TNN7-5393/2014 between Bhavna B. Patil & Vasanti A. Karbhari and the Developers.
18. 07.07.2014 Original Power of Attorney registered under Serial No. TNN7-5394/2014 by Bhavna B. Patil & Vasanti A. Karbhari in favour of Partners of the Developers.
19. 25.11.2014 Original Deed of Conveyance registered under Serial No. TNN7-8785/2014 between Hirabai Chintaman Patil & Others and the Developers.
20. 05.11.2014 Original Power of Attorney registered under Serial No. TNN7-8786/2014 by Hirabai C. Patil & Others in favour of Partners of the Developers.
21. 01.12.2015 Certified Copy of Consent Terms between Hirabai C. Patil & Subhash C. Patil, Dilip Chheda and the Developers.
22. 20.07.2016 Original Release Deed executed by Estate Inv. Co. Pvt. Ltd. in favour of the Developers, registered Under Serial No. TNN4-3414/2016.
23. 05.01.2017 Original Deed of Conveyance registered under Serial No. TNN4-166/2017 on 17.01.2017 by Anandibai & 18 Others, Vandana H. Patil & Another, Pratibha D. Patil, Bhavna B. Patil & Vasanti A. Karbhari, confirmed by Dilip Chheda, in favour of the Developers.

24. 16.06.2015 Copy of Order of Tahsildar dated 16.06.2015 vide reference No. REV/K-1/T-2/LAND/KV-10218/2015.

25. 09.03.2018 Original Order of Tahsildar for non-agricultural use vide reference No.REV/K-1/T-2/LAND/KV-3708/SR-65/2018.

26. 22.03.2007 Original Agreement for Sale-Cum-Development between Chintaman Y. Patil & Others and Jay Salasar Enterprises.

27. 22.03.2007 Original Power of Attorney executed by Chintaman Y. Patil in favour of Rajendra Kumar Joshi.

28. 23.04.2007 Original Power of Attorney executed by Chintaman Y. Patil & Others in favour of Dasharath Patil & 2 Others.

29. 15.05.2007 Original Power of Attorney registered under Serial No. TNN4-4913/2007 on 25.05.2007 executed by Dasharath Patil & 2 Others on behalf of Chintaman Y. Patil & Others in favour of Rajendra Kumar Joshi.

30. 22.06.2015 Original Deed of Conveyance registered under Serial No.TNN7-4388/2015 executed by Dominica Frankie Gomes & Others in favour of the Developers with the confirmation of Chintaman Y. Patil & Others and Jay Salasar Enterprises.

31. 22.06.2015 Original Power of Attorney registered under Serial No. TNN7-4390/2015 executed by Dominica F. Gomes & Others In favour of Partners of the Developers.

32. 22.06.2015 Original Power of Attorney registered under Serial No. TNN7-4389/2015 executed by Rajendra Kumar Joshi in favour of Partners of the Developers

33. 22.12.2017 Original Release Deed executed by Estate Inv. Co. Pvt. Ltd. in favour of the Developers, registered under Serial No.TNN4-1225/2018 dated 08.03.2018

Pramodkumar & Co. (Regd.)

Continuation Sheet No. _____

34. 25.05.2018 Original Order of Tahsildar for non-agricultural use vide reference No.REV/K-1/T-2/LAND/KV-3709/SR-66/2018

35. 27.07.2018 Public Notices issued in the newspapers of "Free Press Journal" and "Nav Shakti" respectively, inter alia, inviting claims from public at large in respect of the said Properties.

36. 20.02.2005 Agreement for Development-Cum-Sale executed between Chintaman Yashwant Patil & 13 Others in favour of Ranawat Builders in respect of Property No.3.

37. 20.02.2005 Power of Attorney executed by Chintaman Yashwant Patil & 13 Others in favour of Ranawat Builders in respect of Property No.3.

38. 16.07.2005 Agreement for Development-Cum-Sale executed between Premabai Baliram Kasar & 11 Others in favour of Ranawat Builders in respect of Property No.4.

39. 16.07.2005 Power of Attorney executed between Premabai Baliram Kasar & 11 Others in favour of Ranawat Builders in respect of Property No.4.

40. 06.06.2006 Permission granted by Collector/SDO, Thane under Section 43 of BTAL Act for Sale and Development of Property Nos.3 and 4.

41. 07.11.2006 Development Agreement between Chintaman Yashwant Patil and 13 Others, Premabai Balitam Kasar & 11 Others, the said Ranawat Builders in favour of the Developers, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN4-04080-2007 dated 30/04/2007, for grant of development right for use of 46672 sq.ft. of sanctioned FSI from and out of Property Nos.3 and 4.

42. 21.11.2006 Power of Attorney executed in favour of the said Developer pursuant to the said Development Agreement.

43. 18.05.2007 First Supplementary Agreement between Ranawat Builders and the Developers for grant and assignment of additional area of 23450 sq.ft. (built up area) available from and out of Property Nos.3 and 4.

44. 04.02.2019 Second Supplementary Agreement between the Chintaman Yashwant Patil 13 Others, Premabai Baliram Kasar & 11 Others, the Ranawat Builders and the Developers, registered with the Sub-Registrar of Assurances at Thane under Serial No/TNN4-1783/2019 dated 05/02/2019, for transfer and assignment of all balance development potential as may be available and permitted as per the present or future development policy of the concerned planning authority in respect of the Property Nos. 3 and 4.

45. 05.10.2019 Declaration-Cum-Confirmation registered with the Sub-Registrar of Assurances at thane under Serial No.TNN\$-10388 -2019 given by Shree Anant Co-operative Housing Society Limited and Apurva Co-operative Housing Society Limited.

46. 06.05.2021 Revised NOC under reference No. MBMC/Fire/230/2021-22 issued by Fire Department of Mira-Bhayander Municipal Corporation.

47. 05.08.2021 Environment clearance permission issued by State Level Environment Impact Assessment Authority.

48. 29.10.2021 Amended Commencement Certificate under reference No. MNP/NR/2315/2021-22 issued by MBMC.

49. 15.07.2021 Notarized Declaration-Cum-Confirmation of the Developers.

50. 03.08.2018 Search Report for the period from 1988 to 2018 given by Sameer M. Sawant (Property title Investigator) in respect of the said Property Nos.1 and 2.

51. 01.07.2018 Search Report dated 1st July, 2021 for the period from the year 2018 to June 2021 given by Mr. Sandeep Joshi (Search Clerk) in respect of Property Nos.1 and 2.

52. 02.07.2021 Search Report dated 2nd July, 2021 for the period from the year 1992 to 2021 given by Mr. Sandeep Joshi (Search Clerk) in respect of Property Nos.3 and 4.

53. 7/12 Extracts and Mutation Entries in respect of the Properties.

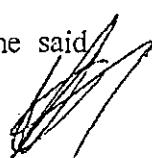
54. 01.06.2022 Grant of environment clearance issued by Government of India, Ministry of Environment, Forest and Climate change (issued by State Environment Impact Assessment Authority (SEIAA) Maharashtra.

55. 13.07.2022 Notarized Declaration-Cum-Confirmation of the Developers.

Based on the representations and declarations made to us and as recited in the documents as referred hereinabove:-

1.1.1 On or before 1st April, 1957 (i.e. prior to Tiller's Day) Yashwant Sowar Patil (for short "the deceased Yashwant"), being the then an Agricultural Tenant during his life time was absolutely seized and possessed off and/or well and sufficiently entitled to and in cultivation of various immoveable properties including the Property No.1.

1.1.2. Being entitled to avail the benefit of the provisions of Bombay Tenancy And Agricultural Act, 1949 (BTAL Act), in response to an application being made under the provisions of the said



BTAL Act, the Concerned Authorities appointed under the said BTAL Act declared the deceased Yashwant as "Deemed Purchaser", inter alia, the said Property No.1 and, fixed compensation/Nazrana and upon payment of such amount of Nazrana/purchase price, the Concerned Revenue Authorities was pleased to issue Certificate of Purchase under Section 32(m) of the said BTAL Act on 27th November, 1969 and on necessary application being made, the Concerned Land Revenue Authority entered, mutated, recorded and certified the name of the said deceased Yashwant as "Owner/Holder" in the Record of Rights vide Mutation Entry No.2555, inter alia, in respect of the said Property No.1.

- 1.1.3 The said deceased Yashwant expired on 26th June, 1991 leaving behind him (1)Chintaman Yashwant Patil, (2)Dharmaji Yashwant Patil, (3)Anant Yashwant Patil, (4)Babibai Kisan Patil, (5)Bhanumati Baliram Mhatre and (6)Manjula Ramakant Mhatre as his only heirs and legal representatives as per the Hindu Law of Succession by which he was governed at the time of his death.
- 1.1.4 On necessary application being made and as evident from Mutation Entry Nos.529 and 560 the names of Subhash Chintaman Patil and Dharmaji Yashwant Patil and Others (for short "the said Co-Owners") have been mutated, recorded and entered in the Record of Rights as the Holders of the said Property No.1.
- 1.1.5 As major portions of the said Property No.1 were declared as "Surplus Vacant Land" by the Competent Authority under the provisions of ULC Act, 1976 and in pursuance of the Order passed under Section 10(5) of the ULC Act the name of the State Government came to be entered in the 7/12 Extract vide M. E. No. 596, however actual possession was never claimed/taken nor given/handed over.
- 1.1.6 On necessary Application/Appeal being preferred the Competent Authority appointed under the provisions of ULC Act, 1976 by

an Order dated 7th August 2010, inter alia, held that since possession of the Property No.1 was not taken, the Order in the proceedings carried out u/s.10(3) and 10(5) of the ULC Act was set aside as cancelled and the entry/noting of "Government of Maharashtra" in the 7/12 Extract was directed to be removed/deleted.

- 1.2.1. By a Memorandum of Understanding dated 26th April 2005, the said Chintaman Yashwant Patil and some of the Co-Owners had agreed to grant development right in respect of the said Property No.1 along with other properties in favour of M/s. Mahant Builders and Land Developers (for short "the Mahant Builders") at or for the consideration and on the terms and conditions recorded therein, which came to be subsequently cancelled and a fresh MOU dated 16th August, 2005 came to be executed on revised/fresh terms for grant of development right in respect of the said Property No.1 along with other properties on the terms and conditions recorded in the said MOU dated 16th August, 2005 and authorized the said Mahant Builders to do certain acts, deeds, things and matters in respect of the said Property No.1 along with other properties as recorded in Power of Attorney dated 16th August, 2005.
- 1.2.2 By a Memorandum of Understanding dated 5th April 2006, the said Mahant Builders had agreed to assign and transfer in favour of Dilip Premji Chheda their right, title and interest including under the said MOU and Power of Attorney both dated 16th August, 2005 in respect of the said Property No.1 described in the Schedule thereunder written; at or for the consideration and on the terms and conditions recorded therein and the said Dilip Premji Chheda paid part-consideration thereunder.
- 1.2.3 By a Development Agreement dated 22nd March 2007, some of the Owners had while confirming the execution of MOU dated 16th August, 2005 purported to grant development right in favour of Mahant Builders in respect of their respective undivided share in the said Property No.1 and authorize the Mahant Builders to

do certain acts, deeds, things and matters by executing a Power of Attorney dated 22nd March, 2007.

1.3.1 Certain disputes and differences arose between the said Mahant Builders and the said Dilip Premji Chheda with regard to compliance/fulfillment of their respective obligations under the documents as referred hereinabove including the said MOU dated 5th April 2006, and consequently the said Dilip Premji Chheda filed a Suit being S. C. Suit No. 536 of 2009 in the Hon'ble Court of the Civil Judge (S. D.), Thane, against the said Owners and Mahant Builders for the reliefs prayed for therein and on an application being filed for grant of interim reliefs, the Hon'ble Court by an Order dated 30th April, 2010 was pleased to grant interim reliefs in respect of the said Property No.1.

1.3.2 Being aggrieved by the said Order dated 30.04.2010 the said Mahant Builders had preferred an Appeal being A.O. No. 727 of 2010 which also came to be disposed of in terms of an Order dated 11th December, 2012.

1.4.1 With a view not to litigate further and to avoid multiplicity of proceedings, some of the Owners, Mahant Builders and the developers represented by Dilip Premji Chheda mutually arrived at settlement of their rival claims and contentions in the said proceedings.

1.5.1 (a)Anandibai Yashwant Patil, (b)Dharmaji Yashwant Patil, (c)Rekha Dharmaji Patil, (d)Nandkumar Dharmaji Patil, (e)Mahesh Dharmaji Patil, (f)Mohan Dharmaji Patil, (g)Charushila Nandkumar Patil, (h)Sunanda Mahesh Patil, (i)Mansi Mohan Patil, (j)Anant Yashwant Patil, (k)Sunanda Anant Patil, (l)Nagesh Anant Patil, (m)Nilesh Anant Patil, (n)Devyani Arun Bhoir, (o)Harshala Nagesh Patil, (p)Vidya Nilesh Patil, (q)Babibai Kisan Patil, (r)Bhanumati Baliram Mhatre and (s)Manjula Ramakant Mhatre (for brevity's sake hereinafter referred to as "the said Anandibai and 18 Others")

jointly claiming 5/6th share in the said Property No.1, the said Mahant Builders and Dilip Premji Chheda who had agreed to get the benefit of the said Agreement/MOU dated 5th April, 2006 in the name of the Developers, recorded their mutual settlement in the form of Consent Terms executed by them and their respective Advocates and on necessary application being made, by an Order dated 12th August, 2013 passed in the said Special Civil Suit No.536 of 2009, the said Consent Terms taken on record and recorded the admission of the contents thereof and accordingly suit between them came to be compromised in terms of the said Consent Terms.

1.5.2 By an Agreement for Sale dated 12th September 2013, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN 4-5842/2013, the said Anandibai and 18 Others, with the confirmation of the said Mahant Builders confirmed having agreed to sell their 5/6th undivided share, right, title and interest in the Property No.1 described in the Second Schedule thereunder written unto and in favour of the Developers at or for the consideration recorded therein.

1.5.3 The said Anandibai and 18 Others have also authorized, appointed and nominated the Developers to do and perform certain acts, deeds, things and matters including to sign and execute vesting documents /Conveyance and get the same registered by executing Power of Attorney dated 12th September, 2013, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 4-5843/2013, in respect of Property No.1

1.5.4 The said Chintaman Yashwant Patil being one of the heirs of the said deceased Yashwant Patil, during his life time was entitled to 1/6th undivided share, right, title and interest in the said Property No.1, died intestate on 28th May, 2013 leaving behind him, (a)Hirabai Chintaman Patil (Widow), (b)Subhash Chintaman Patil (son), (c)Pratibha Dasharath Chintaman Patil (since

Dasarath Chintaman Patil died on 28th November, 2010), (d)Bhavna Balkrishna Patil, (e)Vasanti Arvind Karbhari (married daughters) and (f-i)Vandana Hemprakash Patil, (f-ii)Chirag Hemprakash Patil and (f-iii)Shubh Hemprakash Patil being the heirs of Hemprakash Chintaman Patil (who being the deceased son of Chintaman Patil who expired on 19.04.2004), as his only heirs and legal representatives as per the Hindu Law of Succession by which he was governed at the time of his death.

1.5.5 Vandana Hemprakash Patil and Chirag Hemprakash Patil jointly entitled to 1/36th undivided share, right, title and interest in the said Property No.1. By Consent Terms filed on 18th October 2013, Agreement for Sale dated 18th October 2013, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 7-7833/2013 and Power of Attorney dated 18th October 2013, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 7-7835/2013, confirmed the sale of the said Property No.1in favour of the Developers at or for the consideration recorded in the said Agreement.

1.5.6 Pratibha Dashrath Patil entitled to 1/36th undivided share, right, title and interest in the said Property No.1. By an Agreement for Sale dated 19th April 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 7-3454/2014 and Power of Attorney dated 19th April 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 7-3456/2014 and Consent Terms filed on 30th June 2014, confirmed the sale of the said Property No.1 in favour of the Developers; at or for the consideration recorded in the said Agreement.

1.5.7 Bhavna Balkrishna Patil and Vasanti Arvind Karbhari jointly entitled to 2/36th undivided share, right, title and interest in the said Property No.1. By a Consent Terms filed on 30th June 2014, Agreement for Sale dated 7th July 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 7-

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5393/2014 and Power of Attorney dated 7th July 2014, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 7-5394/2014 and confirmed the sale of the said Property No.1 in favour of the Developers at or for the consideration recorded in the said Agreement.

1.5.8 By a Deed of Conveyance and Power of Attorney both dated 25th November 2014, registered with the Sub-Registrar of Assurances at thane under Serial No.TNN 7-8785/2014 and TNN 7-8786/2014 both dated 26/11/2014, Hirabai Chintaman Patil, Subhash Chintaman Patil, Bhavesh Subhash Patil and Bhushan Subhash Patil having 2/36th undivided share, right, title and interest in the said Property No.1 have sold, conveyed and transferred their 2/36th undivided share, right, title and interest in the said Property No.1 in favour of the Developers at or for the consideration recorded in the said Conveyance.

1.5.9 By a Deed of Conveyance dated 5th January 2017, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN 4-166/2017 dated 17/01/2017, the said Anandibai Yeshwant Patil and 18 Others (therein called Vendors No.1), the said Vandana Hemprakash Patil and Chirag Hemprakash Patil (therein called Vendors No.2), the said Pratiba Dasharath Patil (therein called the Vendor No.3) and the said Bhavna Balkrishna Patil and Vasanti Arvind Karbhari (therein called the Vendors No.4), with the confirmation of Dilip Premji Chheda (therein called the Confirming Party), have sold, transferred and conveyed their respective undivided share, right, title and interest (34/36th i.e.94.44%) as set out hereinabove in favour of the Developers in respect of the said Property No.1; at or for the consideration which has been duly acknowledged thereunder.

1.5.10 As recorded in the aforesaid documents the said Developers have been handed over actual, peaceful and physical possession of the said Property No.1.

1.6.1 By an Order bearing reference No.REV/K-1/T-2/LAND/KV-10218/2015 dated 16th June, 2015 the Tahsildar, Thane has

directed to delete condition under Section 43 of BTAL Act from the Record of Rights in respect of the said Property No.1.

1.7.1 Since the name of Estate Investment Company Private Limited was recorded in the "Other Rights" Column of the Land Revenue Records in respect of the said Property No.1, by a Deed of Release dated 20th July 2016, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 4/3414/2016 the said Estate Investment Company Private Limited released, surrendered and discharged all its rights and claims in favour of the Developers.

1.7.2 By an Order vide reference No.REV/K-1/T-2/LAND/KV-3708/SR-65/2018 dated 09.03.2018, the Tahsildar, Thane has permitted non-agricultural use of the said Property No.1 and the amount of Non-Agricultural Tax and Conversion Tax as adjudicated has been deposited by the Developers.

2.1.1 As evident from Mutation Entry No.3445 issued by the Talati, Bhayander, on partition of various immoveable properties, Lazarus M. Gomes became entitled to certain immoveable properties including the property being Old Survey No.303, Hissa No. 1 (Part) then situate, lying and being at Revenue Village Bhayander, Taluka and District Thane admeasuring about 15 Gunthas i.e. 1818 sq.yards i.e. equivalent to 1520 sq. mtrs. in the then Registration District and Sub-District of Thane and now within the limits of Mira-Bhayander Municipal Corporation being the Property No.2;

2.1.2 As evident from Mutation Entry No. A-1 issued by the Talati Revenue Village Navghar, Taluka and District Thane, by virtue of and under an Order dated 3rd May, 1985 passed by the District Revenue Authorities Thane, from and out of the Revenue Village Bhayander an Independent Revenue Village Navghar came to be introduced/effective and accordingly various immoveable properties and accordingly the Old Survey No.303, Hissa No.1(Part) came to be substituted/changed to New Survey No.179, Hissa No.1(B) and accordingly fresh Revenue Records came to be introduced and 7/12 Extract, Mutation Entry came to

2.1.3 The said Lazarus M. Gomes died intestate on 10th April, 1977 leaving behind him his wife, Julie L. Gomes and 2(two) sons, namely, Frankie L. Gomes and Maurice L. Gomes as his only heirs and legal representatives as per the Law of Succession by which he was governed at the time of his death.

2.1.4 The said Frankie L. Gomes died on 10th December 1995, leaving behind him (a)Dominica Frankie Gomes, (b)Leny Frankie Gomes, (c)Rosita Frankie Gomes alias Rosita Vishal Parekh, (d)Mildred Frankie Gomes alias Mildred Amit Saini and (e)Averil Frankie Gomes alias Averil Darryl Fernandes as his only heirs and legal representatives as per the Law of Succession by which he was governed at the time of his death.

2.1.5 The said Julie L. Gomes died on 21st February 2012 leaving behind her (a)Dominica Frankie Gomes, (b)Leny Frankie Gomes, (c)Rosita Frankie Gomes alias Rosita Vishal Parekh, (d)Mildred Frankie Gomes alias Mildred Amit Saini, (e)Averil Frankie Gomes alias Averil Darryl Fernandes and (f)Maurice Lazarus Gomes (for short "the said Dominica Frankie Gomes & 5 Others") as her only heirs and legal representatives as per the Law of Succession by which she was governed at the time of her death.

3.2.1 Yashwant Sowar Patil during his life time was claiming to be in cultivation of the said Property No.2 and had also got his name recorded, mutated and entered in the column "Other Rights". On the death of the said Yashwant Sowar Patil his heirs/successor in title (for short "the said Chintaman Yashwant Patil & Others"), being the Owners of the Property No.1 were also claiming cultivation of the Property No.2.

3.2.2 The said Chintaman Yashwant Patil and Others had agreed to transfer their right in respect of Property No.2 in favour of Jay Salasar Enterprises on "as is where is basis" under an Agreement dated 22nd March, 2007 and executed Power of Attorney.

Dashrath Patil and two Others being some of the Co-Owners were authorized by some of the other Co-Owners under a Power of Attorney dated 23rd April, 2007 to do certain acts as mentioned therein, had also executed and got registered a Power of Attorney with the Sub-Registrar of Assurances at Thane under Serial No.TNN 4-4913-2007 in favour of Rajendra Kumar Joishi representing the said Jay Salasar Enterprises as Partner.

3.2.3 By a Deed of Conveyance dated 22nd June 2015, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN 7-4388/2015, the Dominica Frankie Gomes and 5 Others (therein called the Vendors) with the confirmation of the said Chintaman Yashwant Patil and Others (therein called the First Confirming Party") and Jay Salasar Enterprises (therein called the Second Confirming Party), sold, transferred, conveyed, assigned and assured unto and in favour of the Developers the Property No.2; at or for the consideration paid to the said Dominica Frankie Gomes and the Second Confirming Party as mentioned therein and the Developers were handed over possession of the Property No.2.

3.2.4 Since the name of Estate Investment Company Private Limited was recorded in the "Other Rights" Column of the Land Revenue Records in respect of the said Property No.2, by a Deed of Release dated 22nd December 2017, registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN 4/1225/2018 the said Estate Investment Company Private Limited released, surrendered and discharged all its rights and claims in favour of the Developers.

3.2.5 By an Order vide reference No.REV/K-1/T-2/LAND/KV-3709/SR-66/2018 dated 25.05.2018, the Tahsildar, Thane has permitted non agricultural use of the said Property No.2 and the amount of Non-Agricultural Tax and Conversion Tax as adjudicated has been deposited by the Developers.

4.1.1 Chintaman Yashwant Patil and 13 Others were absolutely seized and possessed of and well and sufficiently entitled to Property No.3 abovenamed.

4.1.2 By an Agreement for Development-cum-Sale dated 20th February 2005, the said Chintaman Yashwant Patil and 13 Others agreed to sell and transfer with a right to develop the said Property No.3 unto and in favour M/s. Ranawat Builders and authorized them to do and perform various acts, deeds, things and matters as recorded in Power of Attorney dated 20th February 2005.

4.1.3 Premabai Baliram Kasar and 11 Others were absolutely seized and possessed of and well and sufficiently entitled to Property No.4 as set out hereinabove.

4.1.4 By an Agreement for Development-Cum,-Sale dated 16th July, 2005, the said Premabai Baliram Kasar and 11 Others agreed to sell and transfer with a right to develop the Property No.4 described hereinabove unto and in favour of M/s. Ranawat Builders. and authorized them to do and perform various acts, deeds, things and matters as recorded in Power of Attorney dated 16th July 2005.

4.1.5 On necessary representations being made the Collector/SDO issued/granted permission dated 6th June, 2006 under Section 43 of BTAL Act for sale and development of Property Nos. 3 and 4.

4.1.6 By a Development Agreement dated 7th November 2006, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN4-04080-2007 dated 30/04/2007, the said Chintaman Yaswant Patil and 13 Others through their Constituted Attorney therein called Vendor No.1, the said Premabai Baliram Kasar and 11 Others through their Constituted Attorney therein called the Vendor No.2, the said Ranawat Builders therein called the Confirming Party and the Developers therein called the Purchasers, the said Vendor No.1 and the Vendor No.2 with the confirmation of the said Ranawat

Builders, granted unto and in favour of the Developers development right for use of 46672 sq.ft. of the sanctioned FSI (including balcony, stair-case and cupboard area) for construction of 2 (two) buildings on the portion of the said Property Nos.3 and 4 and more particularly described in the Schedule thereunder written shown by red colour boundary line on the plan annexed thereto; at or for the consideration and on the terms and conditions recorded therein.

4.1.7 By a Supplementary Agreement dated 18th May 2007 (for short "the First Supplementary Agreement"), executed between the said Ranawat Builders and the Developers, while confirming validity and subsistence of the said Development Agreement dated 7th November 2006, the said Ranawat Builders granted and assigned in favour of the Developers additional area of 23454 sq.ft. (built up area) (including balcony, staircase and cupboard area) as may be available from and out of the development potential available in respect of Property Nos.3 and 4 so as to enable the Developers to use, utilize, consume and exploit for additional construction on the said 2 (two) buildings constructed/then to be constructed on the portion of the Property Nos.3 and 4; at or for the consideration and on the terms and conditions recorded therein.

4.1.8 After having obtained necessary permission, sanction, certificate, etc. the Developers constructed on portion of Property Nos.3 and 4 2 (two) buildings, namely, "ANANT" consists of Ground + 7 Upper floors and another building known as "APURVA" consists of Ground + 7 Upper Floors and have sold premises therein to their intending purchasers and after having completed construction thereof handed over possession of the premises therein. The Purchasers of premises in the building known as "ANANT", have formed and got registered their Organization/Society in the name of "ANANT CO-OPERATIVE HOUSING SOCIETY LIMITED".

Accordingly, the Purchasers of premises in the building known as "APURVA" have also formed and got registered their Organization/Society in the name of "PURVA CO-OPERATIVE HOUSING SOCIETY LIMITED"

4.1.9 By a Release Deed dated 16th March 2009, the Estate Inv. Co. Pvt. Ltd. released their right in favour of the Chintaman Yashwant Patil and Others, inter alia, in respect of Property No.3.

4.1.10 By an another Release Deed dated 16th March 2009, the Estate Inv. Co. Pvt. Ltd. released their right in favour of Premabai Baliram Kasar and Others, inter alia, in respect of Property No.4.

4.1.11 By an another Supplementary Agreement (for short "the Second Supplementary Agreement") dated 5th February 2019, executed between the said Chintaman Yashwant Patil and 13 Others therein called the Vendor No.1, the said Premabai Baliram Kasar and 11 Others therein called the Vendor No.2, the said Ranawat Builders therein called the Assignor/Confirming Party and the Developers therein called the Assignee, registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN4-1783-2019, the said Ranawat Builders with the consent and confirmation of the said Vendor No.1 and Vendor No.2, after having confirmed the said Development Agreement dated 7th January, 2006 and the First Supplementary Agreement, agreed to transfer, assign and assure unto and in favour of the Developers all their remaining right, title and interest in the said property and to use, utilize, consume and exploit development potential in the form of FSI/remaining balance base land FSI and TDR FSI to be acquired and purchased by the Developers as may be available and permitted as per present or future development policy with respect to the said Property Nos.3 and 4 described in the Schedule thereunder written and/or on the amalgamated Property/Plot (amalgamation of the Properties); at or for the consideration and on the terms and conditions recorded therein.

4.1.12 To enable the Developers to use, utilize, consume and exploit the development potential as granted under the said Second Supplementary Agreement, and to apply for and obtain necessary permission, order, approval, sanction, etc. from the Concerned Authorities, at the request of the Developers the said 2 (two) Societies, namely "Anant Co-operative Housing Society Limited" and "Apurva Co-operative Housing Society Limited" by their respective Declaration-Cum-Confirmation dated 05.10.2019, registered with the Sub-Registrar of Assurances at thane under Serial No.TNN 4-10388-2019, inter alia, confirmed the right, title and interest of the Developers to use, utilize and consume the development potential in the form of TDR FSI, etc. available in respect of the said Property Nos.3 and 4.

4.1.13 Subject to claim of the said 2 (two) Societies in respect of their respective buildings, the Developers have been handed over possession of remaining part of the Property Nos.3 and 4 by the said Ranawat Builders.

4.1.14 On necessary application/proposal being submitted, the Mira-Bhayander Municipal Corporation, Fire Department issued Revised NOC under reference No.MBMC/FIRE/2230/2021-22 dated 6th May, 2021 for fire protection and Fire Fighting required for High Rise Residential Buildings i.e. Building No.3, Building No.4 and Building No.5 and parking Tower/Podium Buildings on the terms and conditions recorded therein.

5. By virtue of the aforesaid facts, events and documents, the Developers are absolutely seized and possessed of, well and sufficiently entitled to and the Owners of the said Property Nos.1 and 2 and have full right absolute authority to carry out development by use, utilization and consumption of the development potential granted by the said Ranawat Builders on portion of Property Nos. 3 and 4.

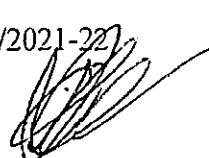
6. We have caused searches to be taken from the Office of the Concerned Registration authorities through Mr. Sameer M. Sawant (Search

Clerk) for the period from the year 1988 to 2018 in respect of Property Nos.1 and 2 vide his Search Report dated 3rd August, 2018 and from Mr. Sandeep Joshi (Search Clerk) vide his Report dated 1st July 2021 for the period from 2018 to June 2021 in respect of the Property No.1 and 2 as also searches from the Office of the Concerned Registration Authorities through Mr Sandeep Joshi for the period from 1992 to 2021 vide his Report dated 2nd July, 2021 in respect of Property Nos.3 and 4 and found no valid encumbrance on the said Properties.

7. By our earlier Report on Title dated 19th September 2018, we have issued our Report on Title as regards the right, title and interest of the Developers in respect of Property Nos.1 and 2, however, since the Developers have acquired and purchased the development right under the documents as referred hereinabove so as to use, utilize, consume and exploit the remaining development potential on portion of the Property Nos.3 and 4, we have been requested by the Developers to withdraw the said Report on Title dated 19th September, 2018 and issue fresh Report on Title as regards the right, title and interest of the Developers in respect of the said properties which have now been amalgamated.

8. The Developers by their Declaration-cum-Confirmation dated 13th July 2022, duly notarized, have, inter alia, declared and confirmed that they have not created any encumbrances nor done or omitted or committed any acts, deeds, things or matters in respect of their right under the documents as referred therein and are entitled to carry out development of the Properties as envisaged and on necessary permissions, approvals, sanctions, certificates, NOC, Order, etc. so obtained/to be obtained hereafter from the Concerned Authorities including Development Authorities. By the said Declaration the Developers have, inter alia, undertaken that on creating any encumbrance on the said properties or their right in respect thereof they shall intimate to us and shall not use this Report on Title.

9. On necessary revised plans, specifications, proposals being submitted, the Concerned Development Authority of Mira-Bhayander Mahanagarpalika has issued revised development permission/ Commencement Certificate under reference No. MNP/NR/2315/2021-22



dated 29th October 2021 and thereby cancel the earlier permission granted on 19th March 2020 for construction of Proposed Building Nos.3, 4 and 5 on the properties.

10. On necessary application being submitted by the Developer, the concerned authority of State Level Environment Impact Assessment Authority (SEIAA) by its communication dated 5th August 2021 issued environmental clearance for development of the project.

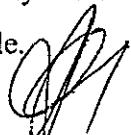
11. On necessary application being submitted by the Developer, the concerned authority of Government of India, Ministry of Environment, Forest and Climate change (issued by State Environment Impact Assessment Authority (SEIAA) Maharashtra by its communication dated 1st June, 2022 further approved the project details as per environmental clearance subject to the terms and conditions recorded therein.

12. We have been informed by the Developers that they have so far not submitted either fully or phase wise Project with the Concerned Competent Authority under the provisions of RERA/MahaRERA.

13. All information including documents that has been supplied to us by our clients or their representatives has been accepted is being correct unless otherwise stated.

14. It may be pertinent to note that the searches at the Office of the Concerned Registration Authorities caused to be taken through the Search Clerks are subject to documents, we are therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.

15. We have perused the documents as referred above and accordingly, we are of the opinion that the right, title and interest including of ownership of the Developers in respect of the Property Nos.1 and 2 and right of development on the portion of the Property No.3 & Property No.4 as envisaged in the documents referred hereinabove to use, utilize, consume and exploit the development potential so granted/assigned from and out of the Property Nos.3 and 4 and to be used on the amalgamated property is marketable.



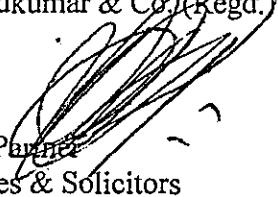
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16. In view of the above the Report on Title dated 19th September 2018 issued in respect of Property No.1 and Property No.2 now stands withdrawn.

Dated this 5th day of August, 2022.

For M/s. Pramodkumar & Co.(Regd.)


Pramodkumar & Co.
Advocates & Solicitors

Housiey.com