

**FORMAT-A**

**Circular No. (28/2021)**

To  
**Maha RERA,**  
Housefin Bhavan,  
Plot No. C - 21,  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai 400051.

**LEGAL TITLE REPORT**

**Sub.: Title Clearance Certificate with respect to ALL THAT piece and parcel land bearing C.T.S. 67, 67/1 to 67/5 and 67/9 to 67/47 (earlier bearing C.T.S. Nos. 67, 67/1 to 67/48) admeasuring in the aggregate 38,553 square metres as per Development Agreement and admeasuring 36,886.40 square metres as per Property Register Cards, situate, lying and being at Village Vikhroli, Taluka Ghatkopar, Mumbai Suburban District, Mumbai - 400 079 (hereinafter referred to as "the said Property").**

I have investigated the title of said property based on the request of Macrotech Developers Limited as Promoter/Developer/Company and for the same perused following documents i.e.:-

- 1) **Description of the Property** land bearing C.T.S. 67, 67/1 to 67/5 and 67/9 to 67/47 (earlier bearing C.T.S. Nos. 67, 67/1 to 67/48) admeasuring in the aggregate 38,553 square metres as per Development Agreement and admeasuring 36,886.40 square metres as per Property Register Cards, situate, lying and being at Village Vikhroli, Taluka Ghatkopar, Mumbai Suburban District, Mumbai - 400 079.
- 2) **Documents of acquirement of property**
  - 1) Indenture of Conveyance dated 30/12/2011 executed and registered under Sr. No. BDR-13-2641-2012, between Renu Ramesh Khullar & Others and Rajesh Construction Company Private Limited the Garden Portion admeasuring 464.51 sq.mtr or thereabout of the said Property.
  - 2) Indenture of Conveyance dated 30/12/2011 executed and registered under Sr. No. BDR-13-2646-2012, between Arun HUF & Others and Rajesh Construction Company Private Limited (i) the Front Portion admeasuring 4324.78 sq.mtr. or thereabout, (ii) the Centre Portion admeasuring 860.28 square metres or thereabouts and (iii) Common Area of the said Property.
  - 3) Indenture of Conveyance dated 17/09/2015 executed and registered under Sr. No. KRL2-



8770-2015, between Rajesh Construction Company Private Limited and Rajesh Housing Private Limited (i) the Front Portion; (b) a portion of the Centre Portion admeasuring 860.28 square metres or thereabouts together with 1/6<sup>th</sup> share of open and common areas in the Larger Property and (c) 1/3<sup>rd</sup> undivided share in the Common Areas of the said Property.

- 4) Indenture of Conveyance dated 17/09/2015 executed and registered under Sr. No. KRL2-8771-2015, between Rajesh Construction Company Private Limited and Rajesh Housing Private Limited the Garden Portion admeasuring 464.51 sq.mtrs. or thereabout of the said Property.
- 5) Deed of Conveyance Deed dated 06/11/2015 executed and registered under Sr. No. KRL5-7370-2015, between Sunil Mehra & Others and Rajesh Unispaces Private Limited (i) 2014.87 square metres together with the benefit of FSI of 2219.98 square metres, ii) an area admeasuring 1066.87 square metres being a portion of the Centre Portion and (iii) 1/6<sup>th</sup> share in the Common Areas of the said Property.
- 6) Deed of Conveyance Deed dated 16/12/2015 executed and registered under Sr. No. KRL1-11256-2015, between Rajesh Unispaces Private Limited and Rajesh Housing Private Limited (i) 2014.87 square metres together with the benefit of FSI of 2219.98 square metres in the Rear Portion, (ii) 1066.87 square metres or thereabout being a portion of the Centre Portion, and (iii) together with the Vendors 1/6<sup>th</sup> share in the Common Areas of the said Property.
- 7) Agreement for Sale dated 21/07/2015 executed and registered under Sr. No. KRL2-6858-2015, between Rajpal Mehra HUF through its Karta and Manager Sunil and Madhu Subhash Mehra & Others and Rajesh Housing Private Limited 12,987.01 square meters together with the sheds and tenanted structures standing therein 18 tenants inclusive of entitlement of FSI of 31,168 square feet from the common portion together with all the entitlement of Rajpal HUF as regards the Common Areas of the said Property.

- 8) Indenture of Conveyance Deed dated 10/12/2015 executed and registered under Sr. No. KRL1-11125-2015, between Bikrampal HUF represented by its Karta and Manager Bikrampal Mehra & Others and Rajesh Housing Private Limited (i) 3081.24 square meters or thereabouts with Shed Nos. 17 (part) and 18(9) standing thereon, (ii) 2,564.10 square meters or thereabouts with structures standing bearing Shed No. 16(20) standing therein, (iii) 63.17 square meters or thereabouts with an oil tank installed therein and (iv) CTS No.67/47 admeasuring 25.40 square meters together with 1/3<sup>rd</sup> undivided share right title and interest in the Common Area the said Property.
- 9) Deed of Conveyance dated 21/03/2016 executed and registered under Sr. No. KRL2-7840-2016, between Rajpal Mehra HUF through its Karta and Manager Sunil and Madhu Subhash Mehra & Others and Rajesh Housing Private Limited 12,987.01 square meters together with the sheds and tenanted structures standing thereon 18 tenants together with entitlement of FSI of 31,168 square feet from the common portion together with all the entitlement of Rajpal HUF as regards the Common Areas of the said Property.
- 10) Development Agreement dated 01/07/2022 executed and registered under Sr. No. KRL4-14129-2022 between Rajesh Housing Private Limited and Macrotech Developers Limited, RHPL inter alia irrevocably transferred unto Developers the absolute and unencumbered rights to develop the said Property admeasuring 38553 square meters or thereabouts more particularly described in First Schedule thereunder written and carry out development thereon being the Project thereon permitted under the provisions of Development Control and Promotion Regulations (**DCR 2034**) or such applicable laws together with exploiting, utilizing and consuming the whole of the Development Potential by whatever name called of/arising from the said Property and to deal with, alienate sell, lease, licence or otherwise dispose of the Premises comprising the Project.

11) Power of Attorney dated 01/07/2022 executed and registered under Sr. No. KRL4-14131-2022 between Rajesh Housing Private Limited in favour of Macrotech Developers Limited for the development of the said Property.

related to the acquirement of the development rights of the said Property

3) **Property Card**

Property Cards of the property comprising in City Survey Nos. 67, 67/1 to 67/5 and 67/9 to 67/47 issued by City Survey Office, Ghatkopar inter alia reflecting in the name of Rajpal Harichand Mehra, Jagdishchand Harichand Mehra and Vikrampal Harichand Mehra as Original Owners of the said Property.

I note that Rajesh Housing Private Limited (**RHPL**) have acquired the said Property from the said Original Owners or their Assignees. However, the Property Cards are not mutated in the names of RHPL.

The total area thereof is 36,886.40 square metres;

The tenure thereof is recorded as non-agricultural;

The names of (i) Rajpal Harichand Mehra; (ii) Jagdishchand Harichand Mehra; and (i) Bikrampal Harichand Mehra are recorded as holders thereof and the name of Harichand Textile Mills Limited is recorded as tenants in respect thereof;

It appears that an Attachment Warrant dated 17th September 1981 bearing reference no.NAS/11/431/1975.76 was issued by the Deputy Commissioner, MCGM in respect an encumbrance of Rs.1,43,787.57/- (Rupees One Lakh Forty Three Thousand Seven Hundred and Eighty Seven and Fifty Seven Paise only). We have neither been furnished with a copy of the aforesaid Attachment Warrant nor are aware whether the aforesaid amount has been paid or whether the attachment warrant has been cancelled;

By a Letter dated 29th May 1999 bearing reference no. NAS/11/32/98-99 issued by the Assistant Assessor and Collector, Ghatkopar, a charge for a sum of Rs.1,06,724.60/- (Rupees One Lakh Six Thousand Seven Hundred and Twenty Four and Six Paise only) was recorded in the name of MCGM. We are aware whether the aforesaid amount has been paid since we have not been furnished with receipts evidencing payment thereof;

By and under Letter dated 20th March 2001 bearing reference no.NAS/11/26 issued by the Assistant Assessor and Collector, Ghatkopar and Order dated 17th July, 2021 bearing reference no. GhatkoparNikroli/CTS No. 67 passed by the Town Planning Authority, a charge of Rs.44,543/- (Rupees Forty Four Thousand Five Hundred and Forty Three only) was recorded in respect of CTS No.67 in the name of MCGM. We are aware whether the aforesaid amount has been paid since we have not been furnished with receipts evidencing payment thereof; and

By an Order dated 11th May 2005 bearing reference no.C/Karya2D/L.N.D./Po.V./S.R.572 passed by the Collector, Mumbai Suburban District and order dated 24th August, 2010 bearing reference no. Vilcroli/Mr. R N./424/10, it appears that the aggregate area of land admeasuring 243.80 square metres bearing CTS no. 67/6, 67/7 and 67/8 and 48 was included in the area of land bearing CTS nos. 67 admeasuring 31203.90 square metres and accordingly the aggregate area of CTS no. 67 increased to 31447.70 square metres and a new PRC was opened for CTS no. 67A for an area admeasuring 2981.40 square metres from CTS no. 67 and the balance area admeasuring 28,466.30 square metres of CTS no. 67 was confirmed. We have not been furnished with the aforesaid orders.

This Legal Title Report is subject to the aforesaid attachment order, the encumbrances and updation of the Property Register Card in respect of the said Property to reflect the name of RHPL as the holder thereof.

4) **Search Report for 30 years  
from 1914 to 2021 (107 years)**

Land / Property Search Report dated 27/10/2021 issued by Simply Cersai, Search of Land Record in the Sub-Registrar of Assurances for the period 1970 to 2021 (52 years) of the said Property.

ROC Search Report dated 27/10/2021 issued by Simply Cersai for Searches taken at Registrar of Companies of Rajesh Housing Private Limited.

Cersai Search Report dated 27<sup>th</sup> October 2021 issued by Simply Cersai in respect of the said Property.



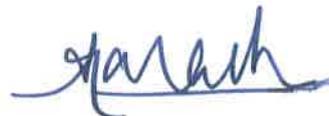
On perusal of the above mentioned documents and all other relevant documents relating to title of the said Property and relying on the same and also Declaration dated 16/06/2022 executed by Rajesh Housing Private Limited through its' director Pratik Patel, I am of the opinion that subject to pending litigations and subsisting mortgages mentioned in Annexure-A hereto and in view of what is set out in Flow of Title being Annexure-A hereto, the title of Macrotech Developers Limited as the Promoter/Developer for development of the said Property is clear, marketable and without any encumbrances and Macrotech Developers Limited well and sufficiently entitled to development rights in respect of the said Property.

**Owner of the said property**

- 1) the Owner of the said property bearing City Survey No. 67, 67/1 to 67/5 and 67/9 to 67/47 of Vikhroli Village, Taluka Ghatkopar, Dist. Mumbai is Rajesh Housing Private Limited (RHPL). However, the Property Cards are not mutated in the name of RHPL, and still reflects the names of Rajpal Harichand Mehra, Jagdishchand Harichand Mehra and Vikrampal Harichand Mehra (Original Owners).
- 2) Qualifying comments/remarks : Pending Litigations and subsisting mortgages as mentioned in detailed Flow of Title annexed as Annexure "A" hereto and this Report be read and constituted in conjunction with Annexure-A.

The report reflecting the flow of the title of Developer viz. Macrotech Developers Limited as Promoter/Developer to the said Property and right of the Developer, is separately enclosed and annexed as **Annexure-"A"**.

Dated this 10<sup>th</sup> day of August, 2022.



**(Pradip Garach)**  
**Advocate High Court, Bombay**

**Encl.:** Annexure "A" –Flow of Title