

FORMAT -A
(Circular No. 28 / 2021)

To,
MahaRERA,
Mumbai.

LEGAL TITLE REPORT

Sub:- Title Clearance Certificate with respect to Survey Nos.45/1 (Part) and 46/8 (Part) and now bearing C.T.S. Nos. 182/C, 182/D and 182/E, of Village Mogra, Taluka Andheri, Mumbai Suburban District (hereinafter referred as "the said Plot").

We have investigated the title of the said Plot on the request of M/s. Amey Realty & Construction LLP (previously known as M/s. Amey Constructions) and perused the following documents i.e.:-

- 1) Description of the Plot:-
Land bearing Survey Nos.45/1 (Part) and 46/8 (Part) and now being Sub-Divided land bearing C.T.S. Nos. 182/C, 182/D and 182/E, of Village Mogra, Taluka Andheri, Mumbai Suburban District, situated at Parsee Panchayat Road, Andheri (East), Mumbai-400 069.
- 2) The documents of allotment of Plot:
 - (i) Copy of an Indenture of Conveyance dated 24th June 1955, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under No. BND/484/1955, between Nagardas Dharsi Bhuta and Kashibai Nagardas Bhuta (Vendors) and Ramdular Bhagwat Narayan Pandey (Purchaser).
 - (ii) Copy of the Development Agreement dated 15th July 1994, made between Rajdulari Ramdular Pandey, Laxminarayan Ramdular Pandey, Satyanarayan Ramdular Pandey, Seshnarayan Ramdular Pandey, Vijaykumar Ramdular Pandey, Santoshkumar Ramdular Pandey and Pushpavati Ramdular Pandey (Owners) and Bagwe Housing Pvt. Ltd. (Developer).
 - (iii) Copies of the Power of Attorneys dated 26th October 1994 and 26th April 2002, by Rajdulari Ramdular Pandey, Laxminarayan Ramdular Pandey, Satyanarayan Ramdular Pandey, Seshnarayan Ramdular Pandey, Vijaykumar Ramdular Pandey, Santoshkumar Ramdular Pandey and Pushpavati Ramdular Pandey (Grantors) to Bagwe Housing Pvt. Ltd. (Grantee).
 - (iv) Copies of two Deeds of Surrender both dated 13th February 2006, between Bagwe Housing Pvt. Ltd. (Developer) and Rajdulari Ramdular Pandey, Laxminarayan Ramdular Pandey, Satyanarayan Ramdular Pandey, Seshnarayan Ramdular Pandey, Vijaykumar Ramdular Pandey, Santoshkumar Ramdular Pandey and Pushpavati Ramdular Pandey

(Owners).

- (v) Copy of the Deed of Conveyance dated 21st December 2006, registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No.BDR-1/2605/2006, between Rajdulari Ramdular Pandey, Laxminarayan Ramdular Pandey, Satyanarayan Ramdular Pandey, Seshnarayan Ramdular Pandey, Vijaykumar Ramdular Pandey, Santoshkumar Ramdular Pandey and Pushpavati Ramdular Pandey (Vendors) and M/s. Amey Constructions (Purchasers).
- 3) Digitally signed Property Cards issued by City Survey Officer, Andheri, Mumbai.
- 4) Search Report dated 22nd August, 2019 for 80 years from 1940 to 2019 and Search Report dated 2nd April 2022 for 2 years from 2020 to 2021.

On perusal of the abovementioned documents and all other relevant documents relating to title of the said Plot we are of the opinion that subject to two litigations pending in the High Court of Judicature at Bombay mentioned in the Annexure, the title of the following owner/promoter is clear, marketable and without any encumbrances.

Owners of the Plot

Amey realty & Construction LLP

Qualifying comments/remarks if any:

- (a) We have caused to issue Public Notices in local Newspapers viz. Free Press Journal in English language and Navshakti in Marathi language on 20th July 2019. We have not received any claim or objection in response to the said Public Notices issued in the News Papers.
- (b) We have relied on the aforesaid Search Reports, after assuming the same to be true, accurate and not misleading. The search conducted at the office of the Sub-Registrar at Mumbai and Bandra are subject to the availability of records and also to records being torn and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on account of non-availability of records or on account of records being torn and mutilated. We also disclaim any responsibility for the consequences which may arise on account of non-availability of records or on account of records being not uploaded or improperly uploaded on the official Website of the Department of Registration & Stamps, Government of Maharashtra viz. <https://esearchigr.maharashtra.gov.in>.
- (c) Unless specifically stated otherwise, we have not inspected or perused the original documents in respect of the said Plot.
- (d) We are not qualified to and have not independently verified the area of the said Plot and have referred to and retained the admeasurements as we have found them in various documents.
- (e) We express no view about zoning/user/reservations/FSI or



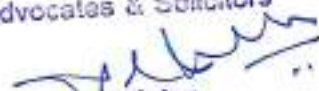
developability of the said Plot.

- (f) For the purpose of this Legal Title Report, we have assumed:
- (i) The legal capacity of all natural persons, genuineness of all signatures and authenticity of all documents submitted to us as photocopies;
 - (ii) That the photocopies provided to us are accurate photocopies of the originals;
 - (iii) That all documents have been adequately stamped and duly registered, as required in law;
 - (iv) The accuracy and completeness of the factual representations made in the documents;
 - (v) Each document binds the parties intended to be bound thereby.
 - (vi) All information, including the photocopies of documents, supplied to us is complete, accurate and not misleading;

The Report reflecting the flow of the title of the Owner and Promoter on the said Plot is enclosed herewith as Annexure.

Encl: Annexure.

Date: 07.04.2022

For Mehta & Co.
Advocates & Solicitors

Proprietor

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FLOW OF THE TITLE OF THE SAID PLOT

1. By an Indenture of Conveyance dated 24th June 1955, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under No. BND/484/1955, and made between Nagardas Dharsi Bhuta and Kashibai Nagardas Bhuta, therein called the Vendors of the One Part and Ramdular Bhagwat Narayan Pandey (now since deceased), therein called the Purchaser of the Other Part, Nagardas Dharsi Bhuta and Kashibai Nagardas Bhuta sold, conveyed, transferred and assigned unto Ramdular Bhagwat Narayan Pandey, all that pieces or parcels of land bearing Survey Nos.45, Hissa No.1 (Part), and Survey No. 46, Hissa No. 8 (Part), admeasuring 2761.64 Square Meters or thereabouts, of Village Mogra, Taluka-Andheri, Mumbai Suburban District (hereinafter referred to as **"the said larger Plot"**), at or for the consideration and on the terms and conditions more particularly stated therein.
2. We are informed that subsequently, in or about the year 1971, Survey Nos.45, Hissa No.1 (Part) and Survey No. 46, Hissa No. 8 (Part) were allotted C.T.S. Nos.182, 182/1 to 5 and the area thereof was fixed as 4972 Square Meters.
3. We are further informed that Ramdular Bhagwat Narayan Pandey died intestate at Mumbai, on 21st December 1981, leaving behind him, his widow Rajdulari Ramdular Pandey, 5 sons Laxminarayan Ramdular Pandey, Satyanarayan Ramdular Pandey, Seshnarayan Ramdular Pandey, Vijaykumar Ramdular Pandey and Santoshkumar Ramdular Pandey and one daughter Pushpavati Ramdular Pandey, as his only heirs, next-of-kin and legal representatives, under the provisions of the Hindu Succession Act, 1956, by which he was governed at the time of his death.
4. Upon the death of Ramdular Bhagwat Narayan Pandey, the said larger Plot devolved upon his aforesaid heirs Rajdulari Ramdular Pandey, Shri Laxminarayan Ramdular Pandey, Shri Satyanarayan Ramdular Pandey, Shri Seshnarayan Ramdular Pandey, Shri Vijaykumar Ramdular Pandey, Shri Santoshkumar Ramdular Pandey and Pushpavati Ramdular Pandey (hereinafter referred to as **"the Original Owners"**, for the sake of convenience).
5. By the Development Agreement dated 15th July 1994, made between the Original Owners, therein called the First Owner, Second Owner, Third Owner, Fourth Owner, Fifth Owner, Sixth Owner and Seventh Owner, respectively, and one Bagwe Housing Pvt. Ltd., therein called the Developers, the Original Owners had agreed to grant the development rights in respect of the said larger Plot unto and in favour of Bagwe Housing Pvt. Ltd., at or for the consideration and on the terms and conditions as more particularly stated therein.
6. In pursuance of the said Development Agreement dated 15th July 1994, the Original Owners also executed two Powers of Attorney dated 26th October

- 1994 and 26th April 2002, respectively, and had thereby appointed Bagwe Housing Pvt. Ltd. as their constituted attorney to do and carry out certain acts, deeds, matters and things for the development of the said larger Plot, as more particularly stated therein.
7. We are informed that subsequently, in pursuance of an Order dated 6th August 2002 passed by the Collector, MSD, old Property Cards of C.T.S. Nos.182, 182/1 to 5 were cancelled and new Property Cards came to be opened as C.T.S. Nos.182/A, 182/B, 182/C, 182/D and 182/E, respectively. Thereafter, from time to time, the area of the said sub-divided plots were corrected and lastly by an Order bearing No. C/Karya-3C/Amalgamation/Sub-Division /S.R.A. 403 dated 25th February 2004, Rectification Order dated 19th April 2004 and further Order dated 5th May 2004, the aggregate area thereof was fixed as 5057.7 Square Meters.
 8. We are informed that in pursuance of the said Development Agreement dated 15th July 1994, Bagwe Housing Pvt. Ltd. developed only one sub-divided plot of land bearing C.T.S. No.182/A admeasuring 2143.9 Square Meters or thereabouts and constructed a building thereon known as "Gajlaxmi Apartments" and sold / allotted the flats and other premises constructed in the said building to various persons, under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and placed the said purchasers / Allottees in possession of their respective flats/premises in the said building.
 9. We are informed that out of the said larger Plot, the sub-divided Plot bearing C.T.S. No.182/B admeasuring 1220.8 Square Meters was reserved for 60 Feet Wide D. P. Road and accordingly was surrendered to the Municipal Corporation of Greater Mumbai by the Original Owners; C.T.S. No.182/C admeasuring 1486.1 Square Meters is reserved for Maternity Home; C.T.S. No.182/D admeasuring 65.9 Square Meters is reserved for 30 Feet Wide D. P. Road and C.T.S. No.182/E admeasuring 141 Square Meters is reserved for Maternity Home, under the Development Plan of the Municipal Corporation of Greater Mumbai.
 10. By a Deed of Surrender dated 13th February 2006, Bagwe Housing Pvt. Ltd. surrendered, released and relinquished unto the said Original Owners, all its rights, entitlements, interest and claims under the said Development Agreement dated 15th July 1994, in respect of the said remaining portions of the said larger Plot bearing C.T.S. Nos.182/C, 182/D and 182/E, aggregately admeasuring 1693 Square Meters or thereabouts, being the said Plot, at or for the consideration and on the terms and conditions more particularly stated therein.
 11. Similarly, by another Deed of Surrender dated 13th February 2006, Bagwe Housing Pvt. Ltd. also surrendered, revoked and canceled both the said Powers of Attorney dated 26th October 1994 and 26th April 2002, in respect of the said Plot.

12. By a Deed of Conveyance dated 21st December 2006, registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No.BDR-1/2605/2006, the Original Owners sold, transferred and conveyed the said Plot unto and in favour of M/s. Amey Constructions, at or for the consideration and on the terms and conditions more particularly stated therein.

Sr. No.

- 1) Digitally signed Property Cards.
- 2) Search Report dated 22nd August, 2019 for 80 years from 1940 to 2019, taken from Sub-Registrar office at Mumbai and Bandra, including on the official Website of the Department of Registration & Stamps, Government of Maharashtra, <https://esearchigr.maharashtra.gov.in>.
- 3) Search Report dated 2nd April 2022 for 2 years from 2020 to 2021 taken on the official Website of the Department of Registration & Stamps, Government of Maharashtra, <https://esearchigr.maharashtra.gov.in>.
- 4) Any other relevant title:

M/s. Amey Constructions has been converted into the Limited Liability Partnership in the name and style of M/s. Amey Realty & Construction LLP, in pursuance of the Certificate of Registration on Conversion of Amey Construction to Amey realty & Construction LLP dated 9th December, 2019 issued by the Asst. Registrar of Companies.

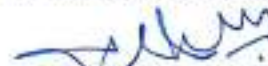
- 5) Litigations if any:
 - (i) Suit No. 309 of 2014, filed in the High Court of Judicature at Bombay, by Bagwe Housing Pvt. Ltd. against the Original Owners, M/s. Amey Constructions and one M/s. Shree Construction Company, *inter alia*, for a declaration that both the said Deeds of Surrender dated 13th February 2006 are invalid and inoperative and not binding upon Bagwe Housing Pvt. Ltd. and that the said Development Agreement dated 15th July 1994 and the said Power of Attorney dated 26th October 1994 and 26th April, 2002 are valid, subsisting and binding on the parties and for a decree for specific performance of the said Development Agreement dated 15th July 1994, and for other consequential reliefs. The said Suit is pending before the High Court of Judicature at Bombay, though however, till this date no adverse order has been passed in the said Suit affecting the title of the said Plot.

On 16th May 2014, Bagwe Housing Pvt. Ltd. has registered the Notice of Lis-Pendens in respect of the said Suit No. 309 of 2014, with the Sub-Registrar of Assurances at Andheri, Mumbai, under Serial No. AND-2/3378/2014.
 - (ii) Suit No. 1033 of 2016, filed in the High Court of Judicature at Bombay by M/s. Shree Construction Company against the Original Owners, M/s. Amey Constructions and Bagwe Housing Pvt. Ltd., *inter alia*, claiming the identical reliefs as prayed for by Bagwe Housing Pvt. Ltd.

in its aforesaid Suit No. 309 of 2014 and for a further declaration that the purported Agreements dated 13th January 1999 and 26th February 1999, allegedly entered into between Bagwe Housing Pvt. Ltd. and Shree Construction Company and Powers of Attorney dated 3rd March 1999 and 26th April 2002, allegedly executed by Bagwe Housing Pvt. Ltd. in favour of one Gajanan Rajaram Parulekar-alleged Partner of Shree Construction Company, are valid and subsisting and other consequential reliefs. The said Suit is also pending before the High Court of Judicature at Bombay, though however, till this date no adverse order has been passed in the said Suit affecting the title of the said Plot.

Date: 07.04.2022

For Mehta & Co.,
Advocates & Solicitors



Proprietor