

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, 67A, 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") being developed by Project known as Signet.

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, 67A, 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 1/6th share of open and common areas in the Larger Property and (c) 1/3rd 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) 1/6th 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 1/6th 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 tenants 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 1/3rd 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 27th October 2021 issued by Simply Cersai, Search of Land Record in the Sub-Registrar of Assurances for the period 1970 to 2022 (53 years) of the said Property.

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

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



Pradip Garach

Advocate

High Court, Bombay

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, 67A, 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 14th day of September, 2023.



(Pradip Garach)
Advocate High Court, Bombay

Encl.: Annexure "A" –Flow of Title

FORMAT-A

Circular No. (28/2021)

FLOW OF TITLE TO THE SAID PROPERTY

SUUPPLEMENTAL LEGAL TITLE REPORT

Sub.: Title Clearance Certificate with respect to ALL THAT piece and parcel land bearing C.T.S. 67, 67A, 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") being developed by Project known as Signet.

1. I have investigated the title of captioned Property at the request of Macrotech Developers Limited a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001 ("**Company**") and inter alia on the basis of perusal of the documents mentioned herein below, have to state as follows:
2. I have now been requested by Macrotech Developers Limited to issue Supplemental Legal Title Report to update the above referred Legal Title Report dated 19/01/2023 by incorporating material developments and execution and registration additional documents related to the said Property. Save and except, filing of Writ Petition (L) No. 5928 of 2023 by HMC Welfare Association against Municipal Corporation of Greater Mumbai and others details whereof are mentioned in Clause No. 41 of Part G Sub Titled as Litigations.
3. **For the purpose of this Title Report I have perused following Documents and Search Reports:**
 - (i) Title Certificate bearing Ref. No. DV/PDF/994/22-23 dated 17/06/2022 issued by Dhaival Vussorji, Advocate & Solicitors inter alia opined that Rajesh Housing Private Limited (RHPL) is Owner of the Property and RHPL's right, title and interest to the said Property is clear and marketable, and free from encumbrances on the basis of investigation and what is stated therein.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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 1/6th share of open and common areas in the Larger Property and (c) 1/3rd undivided share in the Common Areas of the said Property.

- (v) 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.
- (vi) 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) 1/6th share in the Common Areas of the said Property.
- (vii) 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 1/6th share in the Common Areas of the said Property.
- (viii) 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.
- (ix) 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 1/3rd undivided share right title and interest in the Common Area the said Property.
- (x) Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation dated 03/08/2015 executed and registered under Serial no. KRL4-7458-2015, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and IL & FS Trust Company Limited as 'Debenture Trustee' of the Other Part.
- (xi) Deed of Modification dated 29/09/2015 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL4-9195-2015, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and IL & FS Trust Company Limited as 'Debenture Trustee' of the Other Part.
- (xii) Deed of Modification dated 30/12/2015 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL4-11949-2015, by and between Rajesh Housing Private Limited as 'Mortgagor' of the

One Part and IL & FS Trust Company Limited as 'Debenture Trustee' of the Other Part.

- (xiii) Deed of Modification dated 02/09/2016 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL4-8380-2016, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xiv) 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.
- (xv) Deed of Modification dated 02/02/2019 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL1-1504-2019, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xvi) Deed of Modification dated 16/09/2019 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL1-11926-2019, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xvii) Deed of Modification dated 16/12/2019 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL1-15821-2019, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xviii) Deed of Modification dated 16/03/2020 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL1-3502-2020, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xix) Deed of Modification dated 15/06/2020 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL1-4294-2020, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xx) Deed of Modification dated 15/09/2020 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL1-7166-2020, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xxi) Deed of Modification dated 20/11/2020 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL1-11903-2020, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xxii) Deed of Modification dated 16/02/2021 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL2-

3563-2021, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.

- (xxiii) Deed of Modification dated 13/05/2021 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed and registered under Serial no. KRL2-9021-2021, by and between Rajesh Housing Private Limited as 'Mortgagor' of the One Part and Vistra ITCL (India) Limited as 'Debenture Trustee' of the Other Part.
- (xxiv) 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.
- (xxv) 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.
- (xxvi) 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.
- (xxvii) Registrar of Companies (ROC) Search Report dated 27/10/2021 issued by Simply Cersai for Searches taken at Registrar of Companies of Rajesh Housing Private Limited vis-a-vis to the said Property.
- (xxviii) ROC Search Report dated 24/06/2022 issued by Sharatkumar Shetty & Associates, Practising Company Secretary for Searches taken at Registrar of Companies on Macrotech Developers Limited vis-à-vis to the said Property.
- (xxix) Legal Audit Report dated 07/10/2021 issued by Karza Technologies Private Limited in respect of Rajesh Housing Private Limited and the said Property, which are dealt in details as hereunder.
- (xxx) Cersai Search Report dated 27/10/2021 issued by Simply Cersai in respect of the said Property.
- (xxxi) I have not issued a public notice inviting objections /claims in respect of the said property.
- (xxxii) Since my scope of work does not include considering the aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said property nor have commented on development aspect etc. thereof.
- (xxxiii) Dhaval Vussonji issued a Public Notice inviting objection/claim in respect of the said Property from public at large, published in Local News Papers and have received claims/objections as on date, pursuant to the same, which has been dealt in detailed in Legal Title Report.

A. Flow of Title of the said Land

On the perusal of Agreement for Sale dated 21/07/2015 more particularly described in Paragraph hereunder in Clause No. 20 and on the basis of Title Certificate dated 17/06/2022 issued by Dhaval Vussonji, Advocates and Solicitors, it is inter alia stated

1. At relevant material time, one Mr. Harichand Hukumchand Mehra ("**Harichand Mehra**") was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 45,988 square yards bearing CTS Nos. 67, 67/1 to 67/48 (both inclusive) along with structures standing thereon and known as 'Harichand Textile Mills Compound' and situate at Village Vikhroli, Taluka Kurla, Mumbai Suburban (hereinafter referred to as the "**Larger Property**").
2. Harichand Mehra had three (3) sons, namely:
 - (i) Mr. Rajpal H. Mehra ("**Rajpal**");
 - (ii) Mr. Jagdishchand H. Mehra ("**Jagdishchand**"); and
 - (iii) Mr. Bikrampal H. Mehra ("**Bikrampal**").Rajpal, Jagdishchand and Bikrampal are hereinafter collectively referred to as "**Sons**".
3. Harichand Mehra and his Sons incorporated a limited company on June 6, 1949 in the name of Harichand Textile Mills Limited (**HTMPL**) wherein all of them were Directors.
4. Harichand Mehra died intestate in Mumbai on April 17, 1952 leaving behind him as his only legal heirs and representatives his widow Mrs. Kesradevi H. Mehra ("**Kesradevi Mehra**") and the above referred Sons. Kesradevi Mehra released, surrender and relinquished her right, title, interest and claim in the said Larger Property in favour of (i) Rajpal H. Mehra; (ii) Jagdishchand H. Mehra; and (iii) Bikrampal H. Mehra by and under Deed of Release dated 20/06/1952.
5. In the premises aforesaid, (i) Rajpal H. Mehra; (ii) Jagdishchand H. Mehra; and (iii) Bikrampal H. Mehra became co-owners of the said Larger Property with their respective 1/3rd equal and undivided right, title, share and interest in respect of the Larger Property as part of their respective Hindu Undivided Family Property i.e. (i) Rajpal H. Mehra HUF ("**Rajpal HUF**"); (ii) Jagdishchand H. Mehra HUF ("**Jagdishchand HUF**"); and (iii) Bikrampal H. Mehra HUF ("**Bikrampal HUF**"), each having equal and undivided right, title, share and interest in the Larger Property. The Rajpal HUF, the Jagdishchand HUF and the Bikrampal HUF are hereinafter collectively referred to as "**HUFs**".
6. On the basis of Declaration dated 16/06/2022 executed by Rajesh Housing Private Limited (RHPL) through its director Pratik Patel ("**Declaration**"), I note that by and under an Agreement of Lease dated 18th May, 1952 executed by and between Rajpal HUF, Jagdishchand HUF and Bikrampal HUF, therein collectively referred to as the Lessors and HTMPL, therein referred to as the Lessees, the Lessors therein granted a lease of the Larger Property unto the Lessees for a term of 50 years commencing from 1st July, 1952 and ending in 2002 with the option to renew the lease for a further period of 49 years, at or for the lease rent and on the terms and conditions mentioned therein. However, it is pertinent to note that I have not been provided with copy of the aforesaid Agreement to Lease.

7. In or about the year 1966, HTMPL went into voluntary liquidation and by and under a Deed of Release dated 19th June, 1970 executed between HTMPL, therein referred to as the Releasor and Rajpal HUF, Jagdishchand HUF and Bikrampal HUF, therein referred to as the Releasees, the Releasor therein released, surrendered and relinquished its right, title and interest in the Larger Property in favor of Rajpal HUF, Jagdishchand HUF and Bikrampal HUF and cancelled and terminated the Deed of Lease dated 18th May, 1952. I have not been furnished with the aforementioned Deed of Release dated 19th June, 1970. By and under the said Declaration, the Company has declared and confirmed that the copy of the aforesaid Deed of Release dated 19th June, 1970 is not available in their records;
8. Since the year 1976, disputes and difference arose between the Rajpal, Jagdishchand and Bikrampal and reference was made to one Shri. Dharampal Ramkrishna Mehra ("**Sole Arbitrator**") as the sole Arbitrator for partitioning the Larger Property.
9. On perusal of Decree dated 15th December 1988 passed by the Hon'ble Bombay High Court in Award No.17 of 1982 (as enumerated herein), it appears as under:
- 9.1 The structures standing on the Larger Property were occupied by various tenants/licensees;
- 9.2 By and under an Arbitral Award dated 7th January 1982 ("Award"), the Sole Arbitrator divided and partitioned the Larger Property amongst (i) Rajpal HUF; (ii) Jagdishchand HUF; and (iii) Bikrampal HUF. We have not been furnished with the aforesaid Arbitral Award dated 7th January 1982. By and under the said Declaration, the Company has declared and confirmed that a copy of the aforesaid Arbitral Award dated 7th January 1982 is not available in their records; and
- 9.3 The Award was duly filed before the Hon'ble Bombay High Court under Award No.17 of 1982. We have not been furnished with any papers or proceedings in respect of the aforesaid Award No.17 of 1982. By and under the said Declaration, the Company has declared and confirmed that a copy of the proceedings in respect of the aforesaid Award No.17 of 1982 is not available in their records.
10. By and under Decree dated 15th December 1988 ("Decree") passed by the Hon'ble Bombay High Court in Award No.17 of 1982 filed by Bikrampal therein referred to as the Claimant and Jagdishchand and Rajpal therein referred to as the Respondents and The Decree has been registered with the Office of the Sub-Registrar of Assurances under Serial No.BBJ-865-1994, the Hon'ble Bombay High Court ordered and decreed the partition of the Larger Property into 3 (three) Lots, whereby a clear title would be passed to Rajpal, Jagdishchand and Bikrampal in respect of their respective shares in the Larger Property. On perusal of the Decree we observe inter alia as follows:
- 10.1 A portion of the Larger Property, being Lot A, admeasuring approximately 2,981.39 square metres ("**Lot A/Bikrampal Land**") came to the exclusive share of Bikrampal HUF. Bikrampal Land was further divided in three pieces of land being as detailed in paragraphs 3.02, 3.03 and 3.04 of the Award:

Paragraph No. 3.02

- 10.1.1 Demarcated area admeasuring approximately 2,981.39 square metres;

Paragraph No. 3.03

- 10.1.2 Demarcated area admeasuring approximately 3081.24 square metres together with a part of Shed No. 17 and Shed No.18(9) standing thereon with proviso;

Paragraph No. 3.04

- 10.1.3 Demarcated area admeasuring approximately 27,600 square feet equivalent to 2564.12 square metres;
- 10.1.4 Provision for installation of oil tank of around 17 feet x 40 feet to the extreme east of the Larger Property near common garden and Godrej boundary. The land around and underneath the common adjoining garden is common property of Rajpal, Jagdishchand and Bikrampal and this plot can be used only for FSI and no construction is permissible nor can it be rented out.
- 10.2 A portion of the Larger Property being Lot 13 came to the exclusive share of Jagdishchand I-IUF ("**Lot B/Jagdishchand Land**"). Jagdishchand Land was further sub-divided into 4 (four) pieces of land as detailed in paragraphs 5.02, 5.03, 5.04 and 5.05 of the Award;

Paragraph No. 5.02

- 10.2.1 Demarcated area ad measuring approximately 4,324.78 square metres

Paragraph No. 5.03

- 10.2.2 Demarcated area admeasuring approximately 2,401.95 square metres and Shed Nos.9, 17 and 18 (Old No.11);

Paragraph No. 5.04

- 10.2.3 Area admeasuring approximately 21,680 square feet equivalent to 2014.14 square metres and Shed No.16 thereon;
- 10.2.4 provided that if the area is for any reason found out to be short of the area described in the plan, then such deficiency would be settled out of the adjoining area which consists of a common wall;

Paragraph No. 5.05

- 10.2.5 Demarcated area admeasuring approximately 5,000 square feet equivalent to 464.51 square metres of open land in the rear portion of the Larger Property
- 10.3 A portion of the Larger Property being Lot C came to the exclusive share of Rajpal HUF ("**Lot C/Rajpal Land**"). Rajpal HUF was further subdivided into 3 (three) pieces of land as detailed in paragraphs 4.02, 4.03 and 4.04 of the Award:

Paragraph No. 4.02

- 10.3.1 Demarcated area admeasuring approximately 3,633.43 square metres

Paragraph No. 4.03

- 10.3.2 Demarcated area admeasuring approximately 4460 square metres together with Shed Nos.14 and 15;
- 10.3.3 Adjoining open plot to the East of Rajpal's shed including the building as per the plan touching the common garden and the area of the aforesaid open plot is included in the aforesaid portion admeasuring 4460 square metres;
- 10.3.4 Demarcated area admeasuring approximately 6400 square feet equivalent to 594.57 square metres wherein the Pannalal Hut is situated length 103.64 feet x 61.67 feet;
- 10.3.5 Provision for installation of oil tank of around 17 feet x 40 feet adjoining B P Mehra. The land around and underneath is common property of Rajpal, Jagdishchand and Bikrampal and this plot can be used only for FSI and no construction is permissible nor can it be rented out.

Paragraph No. 4.04

- 10.3.6 Demarcated area admeasuring approximately 22,560 square feet equivalent to 2095.89 square metres known as Harichand Textile Mills building and open land
- 10.2.1 provided that if the area is for any reason found out to be short of the area described in the plan, then such deficiency would be settled out of the adjoining area which consists of a common wall;
- 10.4 The following areas are common for Rajpal HUF, Jagdishchand HUF and Bikrampal HUF ("**Common Areas**") having each 1/3rd interest therein and the common expenses for the maintenance, repairs and upkeep of the Common Areas are to be borne by Rajpal HUF, Jagdishchand HUF and Bikrampal HUF equally:
 - 10.4.1 A common garden admeasuring approximately 2,090.31 square metres ("**Common Garden**") to the extreme southeast of the Larger Property is provided for the Larger Property;
 - 10.4.2 A common well water for which one motor pump is to be provided;
 - 10.4.3 A common boring pump and its storage tank is provided;
 - 10.4.4 A common powerhouse (20x24) is provided in the shed of Harichand Textile Mills and has been built on the land belonging to Jagdishchand Mehra and next to Singh Steel Corporation and the land underneath the powerhouse is the property of Jagdishchand Mehra;
 - 10.4.5 Another powerhouse (13x34) is provided in the front entrance of the compound, which has to be shifted to the front plot of Bikrampal;
 - 10.4.6 All roads are to be made;
 - 10.4.7 Fencing of the property (to stone walls in the Basement);

Pradip Garach

Advocate

High Court, Bombay

10.4.8 A common boundary wall, if built up, dividing Samrat Silk Mills and Harichand Textile Mills, after exchange of equal land as per the plan with Samrat Silk Mills;

10.4.9 Wash closet in the basement.

10.5 As on date of the Decree, the Floor Space Index ("FSI") available on the said Larger Property and the bifurcation of the same in respect of each of the Rajpal HUF, Jagdishchand HUF and Bikrampal HUF was as under:

Sr. No.	Person	Square Feet Built up		Balance (Square Feet)		Total (Square Feet)
1	Jagdishchand Harichand Mehra	15,900	+	29,667	=	45,567
2	Rajpal Harichand Mehra	14,400	+	31,168	=	45,568
3	Bikrampal Harichand Mehra	19,512	+	26,056	=	45,568
		49,812		86,891		1,36,703

10.6 The FSI that may arise in respect of the Larger Property shall be divided between Rajpal HUF, Jagdishchand HUF and Bikrampal HUF equally.

11. On perusal of the Memorandum of Record of Oral Family Arrangement dated 29th May, 2002 (as enumerated herein), it appears as under:

11.1 That the said Decree was amended by an Order date 15th December, 1993 passed by the Hon'ble Bombay High Court; I have not been furnished with the aforesaid amendment Order dated 15th December, 1993. By and under the said Declaration the Company has declared and confirmed that the copy of the amendment Order dated 15th December, 1993 is not available in their records;

11.2 that the family of Jagdishchand Mehra and his wife Savita Devi Mehra comprised of 2(two) sons namely Arun Jagdishchand Mehra ("Arun") and Sunil Jagdishchand Mehra ("Sunil") and a daughter Renu Ramesh Khullar. Further, it appears that Savita Devi Mehra expired on 31st December, 1993.

Jagdishchand Land:

12. By and under the Memorandum of Record of Oral Family Arrangement dated 29th May, 2002 executed amongst Jagdishchand Harichand Mehra (for self and as Karta and Manager of Jagdishchand Harichand Mehra HUF), Arun Jagdishchand Mehra (for self and as Karta and Manager of Arun Jagdishchand Mehra HUF), Sunil Jagdishchand Mehra (for self and as natural guardian of his minor daughter Shraddha) and Renu Ramesh Khullar Or self and as mother of Divya Khullar and Suvir Khullar) ("**Family Arrangement**"), the Jagdishchand Land was amicably divided amongst the parties therein in the manner contained therein. I have been furnished with an incomplete copy of the Family Arrangement. By and under the said Declaration, the Company has declared and confirmed that the complete copy of the Family Arrangement is not available in their records.

13. On perusal of the said Family Arrangement, it appears that:

13.1 After the death of Savita Devi Mehra disputes and differences arose in relation

to the family properties as regards equitable division of the family properties and the same were amicably resolved in terms of oral arrangement dated 25th April 2002;

13.2 Jagdishchand Land was further sub-divided into 4 (four) portions as under:

- (i) Front Portion:
Area admeasuring approximately 4,324.78 square metres ("**Front Portion**");
- (ii) Rear Portion:
Area admeasuring approximately 21,680 square feet equivalent to 2,014.13 square metres together with the FSI benefit of 45,567 square feet equivalent to 4,233.31 square metres of the said Larger Property in terms of the Decree ("**Rear Portion**");
- (iii) Garden Portion:
Area admeasuring approximately 5,000 square feet equivalent to 464.51 square metres ("**Garden Portion**");
- (iv) Centre Portion:
Area admeasuring approximately 9260 square feet equivalent to 860.28 or thereabouts and 6952 square feet equivalent to 645.86 or thereabouts all together in the aggregate admeasuring 16,212 square feet equivalent to 1506.14 square metres or thereabouts ("**Centre Portion**");

13.3 Arun Jagdishchand Mehra HUF ("**Arun HUF**") was allotted the Front Portion;

13.4 Sunil Jagdishchand Mehra ("**Sunil**") was allotted the Rear Portion;

13.5 Renu Ramesh Khullar ("**Renu**") was allotted the Garden Portion;

13.6 A portion of the Centre Portion admeasuring approximately 9260 square feet equivalent to 860.28 square metres or thereabouts was allotted to the Arun HUF and the balance area admeasuring approximately 6952 square feet equivalent to 645.86 square metres or thereabouts was allotted to Sunil;

13.7 A furnished cabin forming part of the Rear Portion admeasuring approximately 150 square feet equivalent to 13.93 square metres or thereabouts was reserved for the use and occupation of Jagdishchand for his lifetime;

13.8 Any FSI/TDR or additional FSI/TDR or otherwise for the entire Centre Portion that has potential to be sold and in the event it is sold the proceeds from such sale shall be shared between Arun HUF and Sunil in the ratio 57:43, respectively;

14. By and under an Indenture of Conveyance dated 30th December, 2011 executed between (i) Renu Ramesh Khullar; (ii) Mr. Ramesh Khullar; (iii) Ms. Divya Ramesh Khullar and (iv) Mr. Suvir Ramesh Khullar, therein collectively referred to as the Vendors and Rajesh Construction Company Private Limited ("**RCCPL**"), therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. BDR-13-2641 of 2012 ("**Renu Conveyance**"), the



Vendors therein granted, sold, conveyed and transferred on as is where is basis, the Garden Portion admeasuring 464.51 sq.mtr or thereabout more particularly described in Second Schedule thereunder written to and unto the Purchasers therein at or for the consideration and in the manner contained therein.

15. By and under an Indenture of Conveyance dated 30th December, 2011 executed by and between Arun (as Karta and Manager of his Hindu Undivided Family, comprising of, (i) Arun HUF; (ii) Mrs. Uma Mehra; (iii) Mr. Jay Mehra and (iv) Mrs. Nami Kandgedhara nee Ms. Nami Mehra, therein referred to as the Vendors and RCCPL, therein referred to as the Purchaser and registered with the office of Sub-Registrar of Assurances at Mumbai bearing No. BDR-13-2646 of 2012 ("**Arun Conveyance**"), the Vendors therein granted, sold, conveyed and transferred on as is where is basis, (i) the Front Portion admeasuring 4324.78 sq.mtr. or thereabout more particularly described Firstly in Second Schedule thereunder written; (ii) A portion of the Centre Portion admeasuring approximately 9,260 square feet equivalent to 860.28 square metres or thereabouts and 5496 balance FSI out together with 1/6th share of open and common areas in the Larger Property more particularly described Secondly in Second Schedule thereunder written and (iii) 1/3rd undivided share in the Common Areas unto the Purchasers therein, at or for the consideration and in the manner contained therein more particularly described Thirdly in Second Schedule thereunder written. On perusal of the aforesaid Indenture of Conveyance, we note that the same does not record the unit of measurement of the 5496 balance FSI however we presume that the same is in square feet.
16. By and under an Indenture of Conveyance dated 17th September, 2015 executed by between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchasers and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL-2-8770 of 2015 ("**First RHPL Conveyance**"), the Vendor therein granted, sold, conveyed and transferred (i) the Front Portion; (b) a portion of the Centre Portion admeasuring approximately 9,260 square feet equivalent to 860.28 square metres or thereabouts together with 1/6th share of open and common areas in the Larger Property and (c) 1/3rd undivided share in the Common Areas unto the RHPL, at or for the consideration and in the manner contained therein.
17. By and under the Indenture of Conveyance dated 17th September, 2015 executed by and between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchaser and registered with the Office of Sub-Registrar of Assurances under Serial No. KRL-2-8771 of 2015 ("**Second RHPL Conveyance**"), the Vendor therein granted, sold, conveyed and transferred the Garden Portion admeasuring 464.51 sq.mtr or thereabout unto RHPL at or for the consideration and in the manner contained therein.
18. By and under Deed of Conveyance dated 6th November 2015, executed between Sunil Mehra and Shraddha Nirav Virani nee Shraddha Sunil Mehra ("**Shraddha**"), therein collectively referred to as the Vendors and Rajesh Unispaces Private Limited (formerly known as Kirti Packers (India) Private Limited) ("**RUPL**") therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-5-7370 of 2015 ("**Sunil Conveyance**"), the Vendors therein granted, sold, conveyed and transferred (i) 21680 square feet equivalent to 2014.87 square metres together with the benefit of FSI of 23887 square feet equivalent to 2219.98 square metres out of 45,567 square feet in the Rear Portion, (ii) an area admeasuring approximately 1066.87 square metres being a portion of the Centre Portion more particularly described in Second Schedule thereunder written, subject to the rights of the existing tenants therein and together with the Vendors 1/6th share in the Common

Arcas, at or for the consideration and in the manner contained therein.

19. By and under Deed of Conveyance dated 16th December, 2015 executed by and between RUPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1-11256 of 2015 ("**Third RHPL Conveyance**"), the Vendor therein granted, sold, conveyed and transferred unto the Purchaser therein, an area admeasuring (i) 21680 square feet equivalent to 2014.87 square metres together with the benefit of FSI of 2388 square feet equivalent to 2219.98 square metres out of 45,567 square feet in the Rear Portion, (ii) an area admeasuring approximately 1066.87 square metres being a portion of the Centre Portion, subject to the rights of the existing tenants therein and together with the Vendors 1/6th share in the Common Areas, subject to the rights of the existing tenants, at or for the consideration and the in the manner contained therein.
20. By and under an Agreement For Sale dated 21st July, 2015 executed by and between Rajpal Mehra HUF through its Karta and Manager Subhash, therein referred to as the Vendor; (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein referred to as the Confirming Parties and Rajesh Housing Private Limited ("**RHPL/Company**"), therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL-2-6858 of 2015 ("**Rajpal AFS**"), the Vendor therein agreed to sell to the Purchasers therein on as is where is basis an area admeasuring in the aggregate approximately 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, for a consideration and on the terms and conditions more particularly mentioned therein. I am unable to ascertain the manner in which Rajpal Mehra HUF has agreed to sell an area admeasuring 12,987.01 square meters since as per the Decree, it was entitled to 10,783.89 square metres.
21. By and under a Deed of Conveyance dated 30th June, 2011 executed and registered under Sr. no. BBJ-865 of 2011 with the office of Sub Registrar Kurla-3, Bikrampal HUF has sold and transferred all its right, title and interest in a portion of land bearing New C.T.S No 67A (old C.T.S. No. 67(part), 67/6, 67/7, 67/8 and 67/48) admeasuring approximately 2,981.4 square meters or thereabouts out of the Bikrampal Land together with structures standing thereon, to one Krisha Enterprises Private Limited ("**KEPL**"). I have not been furnished with a copy of the aforesaid Deed of Conveyance. By and under the said Declaration, the Company has confirmed that the area sold under the aforesaid Deed of Conveyance does not form part of the said Property. On perusal of the SRO Report (as defined herein below), I note that the registration no. of the aforesaid Deed of Conveyance executed by Bikrampal HUF in favour of KEPL is BDR-3-7185 of 2011. By and under the said Declaration, the Company has declared and confirmed that the Indenture of Conveyance dated 10th December, 2015 bearing registration no. KRL-1-11125 of 2015 erroneously records the registration number of the Deed of Conveyance dated 30th June, 2011 under which Bikrampal HUF has sold a portion of its share in favour of KEPL as BBJ-865 of 2011 instead of BDR-3-7185 of 2011.
22. By and under an Indenture of Conveyance dated 21st March, 2016 executed by and between Rajpal HUF (through its Karta and Manager Subhash Rajpal Mehra), therein referred to as the Vendor and (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein collectively referred to as the Confirming Parties and RHPL, therein referred to as the Purchaser and registered with the Sub-



Registrar of Assurances at Mumbai bearing No. KRL-2-7840 of 2016 ("**Rajpal Conveyance**"), the Vendor therein granted, sold, conveyed and transferred all its right, title and interest on as is where is basis in the area admeasuring in the aggregate approximately 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 more particularly described in Second Schedule thereunder written, subject to the rights of the then existing tenants, for a consideration in the manner contained therein. I am unable to ascertain the manner in which Rajpal Mehra HUF has sold an area admeasuring 12,987.01 square meters since as per the Decree it was entitled to 10,783.89 square metres. I have been furnished with an incomplete copy of the Rajpal Conveyance and hence are unable to verify the complete contents thereof.

23. By and under Indenture of Conveyance dated 10th December, 2015 executed by and between Bikrampal HUF represented by its Karta and Manager Bikrampal Mehra, therein referred to as the Vendor, (i) Bikrampal Harichand Mehra; (ii) Swarajrani Bikrampal Mehra; (iii) Subodh Bikrampal Mehra; (iv) Kanchan Khanna and (v) Neeta Manchanda, therein collectively referred to as the Confirming Parties, Messrs. Subodh Textiles (through its partners Bikrampal, Subodh Mehra, Swarajrani Mehra and Neeta Manchanda), therein referred to as the Surrendering Tenants and Subodh Bikrampal Mehra (for self and as Karta of Subhodh Bikrampal Mehra HUF comprising of Kanchan Anil Khanna and Komal Mehra), therein referred to as the Surrendering Sub-Tenants and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1-11125 of 2015 ("**Bikrampal Conveyance**"), the Vendors do thereby granted, sold, conveyed and transferred unto RHPL on as is where is basis, a portion of the Bikrampal Land being (i) land admeasuring 3081.24 square meters or thereabouts with Shed Nos. 17 (part) and 18(9) standing thereon and the existing tenants/sub-tenants therein defined as First Land as described Firstly in Second Schedule thereunder written; (ii) land admeasuring 2,564.10 square meters or thereabouts with structures standing bearing Shed No. 16(20) standing therein defined as Second Land as described Secondly in Second Schedule thereunder written, (iii) area admeasuring 63.17 square meters or thereabouts with an oil tank installed therein defined as Third Land as described Thirdly in Second Schedule thereunder written; (iv) land bearing CTS No.67/47 admeasuring 25.40 square meters together with 1/3rd undivided share right title and interest in the Common Area subject to the rights of the existing tenants of Bikrampal HUF, at or for the consideration and the in the manner -contained therein defined as Fourth Land as described Fourthly in Second Schedule thereunder written. **I am unaware of the manner in which Bikrampal HUF became entitled to land bearing CTS No.67/47 admeasuring 25.40 square meters since the same has not been recorded in the Decree.**

B. TRANSACTION OF GRANT OF DEVELOPMENT RIGHTS PERTAINING TO THE SAID PROPERTY AND IN FAVOUR OF MACROTECH DEVELOPERS LIMITED

24. By and under a Development Agreement dated July 1, 2022, registered with the Sub-Registrar of Assurances at Kurla-4 under Serial No. KRL4-14129-2022 ("**DA**"), executed between Rajesh Housing Private Limited (**RHPL**) and Macrotech Developers Limited ("**MDL**"), 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 on the Property in any manner it may deem fit and proper for the benefit of parties in terms of Development Agreement and received consideration from the prospective Purchasers for consideration and on terms and conditions stated therein.

25. Pursuant thereto, by Irrevocable Powers of Attorney dated July 1, 2022 executed and registered under Sr. No. KRL4-14131-2022 on 01/07/2022 with the Office of Sub Registrar, Kurla-4 by Rajesh Housing Private Limited (RHPL/Owner) in favour of nominee/s of Macrotech Developers Limited acting through its Director and / or authorised signatories thereby the Owner has appointed the Macrotech Developers Limited (Developer) as a true and lawful Attorney and conferred upon the Developer powers and authorities to do and carry out all and any acts, deeds, matters and things for and its behalf and in its name for development of the said Property more particularly described in Schedule thereunder written as stated therein in terms of Development Agreement.

C. PROPERTY REGISTER CARD

26. 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.
27. 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 and updated in the name of RHPL. The Tenure of the said Property is L.T.A.
- 27.1 The total area thereof is 36,886.40 square metres;
- 27.2 The tenure thereof is recorded as non-agricultural;
- 27.3 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;
- 27.4 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). I 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;
- 27.5 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 I have not been furnished with receipts evidencing payment thereof;

- 27.6 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. I am aware whether the aforesaid amount has been paid since I have not been furnished with receipts evidencing payment thereof; and
- 27.7 By an Order dated 11th May 2005 bearing reference no. C/Karya-2D/L.N.D./Po.V./S.R.572 passed by the Collector, Mumbai Suburban District and order dated 24th August, 2010 bearing reference No. Vikroli/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. I have not been furnished with the aforesaid orders.
28. 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.

D. MORTGAGES

29. By and under a Debenture Trust Deed (DTD) cum Indenture of Mortgage cum Deed of Hypothecation dated 3rd August, 2015 executed by and between Rajesh Housing Private Limited, therein referred to as the Company/ Issuer/ Mortgagor and IL&FS Trust Company Limited, therein referred to as the Debenture Trustee and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-4-7458 of 2015 ("**Debenture Trust Deed**"), where under the Company inter alia issued redeemable Non-Convertible Debenture NCD for Rs.10,00,000/- per each (as defined and identified in Schedule 1A thereto) has created first pari-passu charge in favour of Debenture Trustee therein on land admeasuring 12,987.01 square metres being part of the said Property along with their share in the Common Areas more particularly described in Schedule III Part B thereunder written ("**Subhash Mehra**") for securing the debenture payments amounts on the terms, covenants and conditions contained therein.
30. By and under a Deed of Modification dated 29th September 2015 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed by and between Rajesh Housing Private Limited referred to as the Company/ Issuer/ Mortgagor and IL&FS Trust Company Limited, therein referred to as the Debenture Trustee and registered with the office of Sub-Registrar of Assurance under Serial No. KRL-4-9195 of 2015, the Mortgagor therein created first pari-passu charge in favour of Debenture Trustee therein on a portion of the said Property being area admeasuring 4324.78 square metres (front portion), area admeasuring 9260 square feet and

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balance FSI of 2401.95 square meters (center portion) and area admeasuring 5000 square feet (garden portion) more particularly described in Schedule III Part B thereunder written ("**Arun Mehra**" and "**Renu Khullar**") for securing the debenture payments amounts on the terms, covenants and conditions contained therein.

31. By and under a Deed of Modification dated 30th December 2015 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed by and between Rajesh Housing Private Limited referred to as the Company/ Issuer/ Mortgagor and IL&FS Trust Company Limited, therein referred to as the Debenture Trustee and registered with the Office of Sub-Registrar of Assurance under Serial No. KRL-4-11949 of 2015, whereby the Mortgagor therein created a first pari-passu charge in favour of Debenture Trustee therein in respect of inter-alia the following lands, for securing the debenture payments amounts on the terms, covenants and conditions contained therein.
- 31.1 Land admeasuring 3081.24 square meters or thereabouts being part of Larger Property together with the structures bearing Shed Nos. 17(part) and 18(9) standing thereon and existing tenants and sub-tenants along with the share in the common area;
 - 31.2 Land admeasuring 2564.10 square meters or thereabouts being part of Larger Property, with structures being Shed No. 16(20) and existing tenants and subtenants along with the share in the Common Area;
 - 31.3 Land admeasuring 63.17 square meters or thereabouts being part of Larger Property with an Oil Tank installed thereon situated on the extreme east of the Larger Property along with the share in the Common Area;
 - 31.4 Land admeasuring 25.40 square meters being a part of the Larger Property together with structure/shed admeasuring about 340 sq. ft. (Carpet/Built up area) occupied by the existing tenant/sub-tenant, along with the share in the Common Area;
 - 31.5 Land admeasuring 2014.87 square meters together with the benefit of balance FSI of 2219.98 square meters (rear portion) and an area admeasuring 1066.87 square meters in centre portion making the aggregate of 5301.72 square meters being part of Larger Property along with the share of Common Area;
 - 31.6 Common Areas.
32. By and under a Deed of Modification dated 2nd September 2016 to Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation executed by and between Rajesh Housing Private Limited, referred to as the Company/ Issuer/ Mortgagor and Vistra ITCL (India) Limited (earlier known as IL&FS Trust Company Limited), therein referred to as the Debenture Trustee and registered with office of Sub-Registrar of Assurance under Serial No. KRL-4-8380 of 2016, whereby the Mortgagor has created further first part passu charge on lands therein in respect of inter-alia land admeasuring 12,987.01 square metres forming part of the said Property along with their share in the Common Areas under the Indenture of Conveyance dated 21st March, 2016 bearing registration no. KRL-2-7840 of 2016, became mortgaged property defined in DTD. In view of the further Mortgage, these lands in addition to the Arun Mehra Land, Renu Khullar Lands, Subodh Mehra Lands Sunil Mehra Lands already mortgaged vide the DTD, the First Amendment Deed and the Second Amendment Deed, the Schedule III Part B of the DTD needs to be amended and replaced with the amended Schedule III Part B as stated there under written for securing the debenture payments amounts on the terms, covenants and conditions contained therein.

33. The following Deeds of Modification to Debenture Trust Deed have been executed between Rajesh Housing Private Limited, referred to as the Company/ Issuer/ Mortgagor and Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company Limited), therein referred to as the Debenture Trustee, for the purpose of extending the schedule maturity date (as defined under the Debenture Trust Deed):

Sr. No.	Date	Registration Details	Modification
1	1 st February, 2019	KRL-1-1504-2019	Extension of Schedule Maturity Date (as defined in the Debenture Trust Deed) of the Non-Convertible Debentures ("NCD") as specified in the Debenture Subscription Agreement dated 30 th July, 2015 ("DSA") from 2 nd February 2019 to 17 th June 2019, subject to the terms stated in the Deed of Modification dated 1 st February, 2019.
2	17 th June, 2019	KRL 1 7948 2019	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 19 th June, 2019 to 16 th September, 2019, subject to the terms stated in the Deed of Modification dated 17 th June, 2019.
3	16 th September, 2019	KRL-1-11926-2019	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 16 th September, 2019 to 16 th December, 2019, subject to the terms stated in the Deed of Modification dated 16 th September, 2019.
4	16 th December 2019	KRL-1-15821-2019	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 16 th December, 2019 to 16 th March, 2020, subject to the terms stated in the Deed of Modification dated 16 th December, 2019.
5	16 th March 2020	KRL-1-3502-2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 15 th March, 2020 to 15 th June, 2020, subject to the terms stated in the Deed of Modification dated 16 th March, 2020.
6	15 th June 2020	KRL-1-4294-2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 15 th June, 2020 to 15 th September, 2020, subject to the terms stated in the Deed of Modification dated 15 th June, 2020.
7	15 th September 2020	KRL-1-7166-2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 15 th September, 2020 to 30 th October, 2020, subject to the terms stated in the Deed of Modification dated 15 th September, 2020.
8	20 th November 2020	KRL-4-11903-2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 30 th October, 2020 to 28 th January, 2021, subject to the terms stated in the Deed of Modification dated 20 th November, 2020.
9	16 th February 2021	KRL-2-3563-2021	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 28 th

			January, 2021 to 28 th April, 2021, subject to the terms stated in the Deed of Modification dated 16 th February, 2021.
10	13 th May, 2021	KRL-2-9021-2021	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 28 th April, 2021 to 27 th July, 2021, subject to the terms stated in the Deed of Modification dated 13 th May, 2021.

34. I have not been furnished with a copy of the Debenture Subscription Agreement dated 30th July, 2015.

E. Searches:

Land Search Report of Sub Registrar Office

35. In order to ascertain title that there are any claims of any third party against the said Property, Dhaval Vussonji has caused searches to be conducted at the office of the concerned Sub-Registrar of Assurances in respect of the said Larger Property for the period 1970 to 2021 (52 years). I have seen Search Report dated 27/10/2021 issued by Simply Cersai ("**SRO Report**"). On perusal of the SRO Report, I note that in addition to the documents mentioned hereinabove, the following documents are reflected therein:

Sr. No.	Type of Documents	Registration No. / Date	Parties	Property Description
1	Leave and License dated 09/04/2002	KRL2-2162-2002;	Mr. Subodh Bikrampal Mehra Karta & Manager and Mr. Subodh Mehra (HUF) and Coating India Private Limited	Shed No. 20
2	Lease Deed dated 09/04/2002	KRL2-4036-2002;	Mr. Bikrampal Mehra Karta & Manager and Mr. Bikrampal Mehra (HUF) and Mr. Amarchand Karamshi Gosar	Shed No. 11
3	Lease Deed dated 09/04/2002	KRL2-4035-2002;	Mr. Bikrampal Mehra Karta & Manager and Mr. Bikrampal Mehra (HUF) and Mr. Harakhchand Aasubhai Nagda and Mr. Kantilal Gosar Gala	Shed No. 11
4	Agreement dated 16/09/2002	KRL2-6687-2002;	M/s. Subodh Textiles and M/s. J. B. Foods	Shed No. 20
5	Leave and License dated 18/10/2002	KRL2-7617-2002;	M/s. Godrej And Boys Co. Ltd. and M/s. World Network Services Pvt. Ltd.	Shed No. 10(part)
6	Leave and License dated 18/10/2002	KRL2-7618-2002;	M/s. Godrej And Boys Co. Ltd. and M/s. World Network Services Pvt. Ltd.	Shed No. 10(part)
7	Leave and License dated 18/10/2002	KRL2-7619-2002;	M/s. Godrej And Boys Co. Ltd. and M/s. World Network Services Pvt. Ltd.	Shed No. 10(part)
8	Lease Deed dated 24/10/2002	KRL2-7754-2002;	Bikrampal HUF & Manager and M/s. Subodh Textiles	---

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9	Lease Deed dated 06/08/2003	KRL2-7247-2003;	Sunil Jagdishchand Mehra and Kishor Vanmalidas Mehta	Shed No. 11
10	Lease Deed dated 06/08/2003	KRL2-7248-2003;	Sunil Jagdishchand Mehra and Xavier Fulokaran Antony	Shed No. 16
11	Lease Deed dated 06/08/2003	KRL2-7249-2003;	Sunil Jagdishchand Mehra and Jose Devassi Chakeri	Shed No. 16
12	Lease Deed dated 11/05/2004	KRL2-4950-2004;	M/s. Bikrampal H. Mehra (HUF) and M/s. Excel Home Care Private Limited	Shed No. 11
13	Lease Deed dated 20/10/2004	KRL2-783-2005;	Sunil Jagdishchand Mehra and Girish Mansukhlal Panchal	Shed No. G-19/16
14	Lease Deed dated 30/10/2004	KRL2-11302-2004;	Bikrampal Harichand Mehra HUF and Ors. in favour of Indian Oil Corporation Limited	Shed No. G-19/16
15	Lease Deed dated 04/11/2004	KRL2-11478-2004;	Sunil Jagdishchand Mehra and Kunal Dinesh Pal	Shed No. G-7
16	Lease Deed dated 04/11/2004	KRL2-11479-2004;	Jagdishchand Mehra and Sojana Koshi	Shed No. 16
17	Lease Deed dated 29/12/2004	KRL4-963-2004;	Sunil Jagdishchand Mehra and Sharif J. Rajan	Shed No. 16
18	Lease Deed dated 29/01/2005	KRL4-580-2005;	Swarajrani Bikrampal Mehra and Nariman Sorabji Mehta	Shed No. 20
19	Lease Deed dated 29/01/2005	KRL4-581-2005;	Subodh Bikrampal Mehra (HUF) Karta and Ritu Kumar Dharara and Kumar Manohar Dharara	Shed No. 20
20	Lease Deed dated 31/01/2005	KRL4-578-2005;	Swarajrani Bikrampal Mehra and Ajay Manohar Dharara	Shed No. 12
21	Lease Deed dated 31/01/2005	KRL4-579-2005;	Swarajrani Bikrampal Mehra and Ajay Manohar Dharara	Shed No. 12
22	Lease Deed dated 07/02/2005	KRL4-582-2005;	Sunil Jagdishchand Mehra and Damodar Venkat Reddy	Shed No. 16
23	Lease Deed dated 07/02/2005	KRL4-784-2005;	Sunil Jagdishchand Mehra and Pradip Dagadu Patil and Dagadu Patil	Shed No. 16
24	Lease Deed dated 31/11/2005	KRL4-7030-2005;	Nita Vinay Manchanda and Harish Ratanshi Visriya (HUF)	Shed No. 11
25	Agreement dated 10/08/2016	KRL3-7016-2006;	Subodh Textiles and Manubhai Shamaji Sheth, and Samir Manubhai Sheth and Milan Manubhai Sheth	Shed No. 20(p)

26	Leave and License dated 10/01/2007	KRL4-213-2007;	Sunil Mehra and Shivaji Eknath Chapate	--
27	Lease Deed dated 15/02/2007	KRL4-1037-2007;	Sunil Jagdish Mehra and Yogesh Narayandas Gupta	Shed No. G-12
28	Lease Deed dated 04/06/2007	KRL4-3814-2007;	Sunil Jagdish Mehra and Yogesh Narayandas Gupta	Shed No. G-12
29	Lease Deed dated 05/10/2007	KRL1-7250-2007;	Subodh Mehra (HUF) and Nariman Sorabaji Mehta	Shed No. 20
30	Lease Deed dated 05/10/2007	KRL1-7251-2007;	Subodh Mehra (HUF) and Ritu Kumar Darara and Kumar Manohar Darara	Shed No. 20
31	Lease Deed dated 14/01/2008	KRL4-294-2008;	Sunil Mehra and Rajani Suhas Chavhan	Shed No. G-7
32	Lease Deed dated 14/01/2008	KRL4-296-2008;	Sunil Mehra and Suhas J. Chavhan	Shed No. 11
33	Leave and License dated 16/12/2008	KRL1-10393-2008;	M/s. Subodh Textiles and M/s. The Flag Company	Shed No. 20
34	Lease Deed dated 15/04/2011	KRL3-3232-2011;	Bikrampal Harichand Mehra (HUF) and Kantilal Ramaji Gala, and Chandan Kantilal Gala and Upin Kantilal Gala	Unit No. 16 (20)
35	Agreement dated 15/09/2011	KRL3-7514-2011;	Subodh Textiles and Manubhai Shamaji Sheth, and Samir Manubhai Sheth and Milan Manubhai Sheth	Shed No. 20(p)
36	Lease Deed dated 16/12/2011	KRL1-12884-2011;	Bikrampal Harichand Mehra (HUF) and Rashmi Ashok Hariya and Daksha Dipak Hariya	Unit No. 17 (P)
37	Lease Deed dated 09/02/2012	KRL1-1286-2012;	Bikrampal Harichand Mehra (HUF) and Kantilal Meghaji Gala, and Praful Meghaji Gala and Shantilal Meghaji Gala	Shed No. 17(p)
38	Surrender of Lease dated 23/02/2012	KRL1-1701-2012;	Jogindra Engineering Works in favour of Krisha Enterprises Private Limited	Shed No. 12(p)
39	Conveyance Deed dated 30/03/2012	KRL1-6638-2012;	M/s. Godrej and Boys Manufacturing Company Limited and M/s. Godrej Vikhroli Properties LLP	Pertaining to CTS No. 51/P and 52/P in village Vikhroli
40	Leave and License dated 15/01/2013	KRL3-663-2013;	Subodh Bikrampal Mehra and Surendra Vishnudayal Rathi	Flat No. 20

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41	Leave and License dated 25/11/2013	KRL1-9865-2013;	Subodh Mehra (HUF) and Ritu Kumar Darara and Kumar Manohar Darara	Shed No. 20
42	Leave and License dated 25/11/2013	KRL1-9866-2013;	Subodh Mehra (HUF) and Nariman Sorabaji Mehta	Shed No. 20
43	Mortgage Deed dated 05/02/2014	KRL4-1144-2014;	Krishna Enterprises Private Limited and Motilal Oswal Financial Services Limited	Pertaining to CTS No. 67/A in Vikhroli Village
44	Leave and License dated 28/01/2014	KRL3-1214-2014;	Subodh Bikrampal Mehra and Surendra Vishnudayal Rathi	Shed No. 20
45	Surrender of Lease dated 21/02/2014	KRL3-1536-2014;	Bikrampal Mehra (HUF) and Swarajrani Bikrampal Mehra	Shed No. 9
46	Agreement to Sale dated 28/02/2014	KRL3-1714-2014;	Swarajrani Bikrampal Mehra (HUF) and Jayantilal Ratansi Visaria	Shed No. 9
47	Agreement to Sale dated 28/02/2014	KRL3-1715-2014;	Swarajrani Bikrampal Mehra (HUF) and Jayantilal Ratansi Visaria	Shed No. 9
48	Mortgage Deed dated 06/04/2015	KRL4-3453-2015;	Rajesh Estate & Nirman Private Limited and IL & FS Trust Company Limited	Pertaining to CTS No. 67/A in Vikhroli Village
49	Mortgage Deed dated 27/07/2015	KRL4-7321-2015;	Rajesh Estate & Nirman Private Limited and IL & FS Trust Company Limited	Pertaining to CTS No. 67/A in Vikhroli Village
50	Leave and License dated 28/10/2015	KRL2-9778-2015;	Rajesh Housing Private Limited and M/s. Philips Engineering Corporation	--
51	Leave and License dated 28/10/2015	KRL2-9780-2015;	Rajesh Housing Private Limited and M/s. Industrial Blasting Equipment	--
52	Leave and License dated 28/10/2015	KRL2-9781-2015;	Rajesh Housing Private Limited and M/s. D'Souza DaSilva Engineering Works	Shed No. 2
53	Transfer of Lease dated 07/07/2015	KRL2-6451-2015;	Rajpal H. Mehra (HUF) and Others and Pratik Harish Patel	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
54	Transfer of Lease dated 21/07/2015	KRL2-7139-2015;	Rajpal H. Mehra (HUF) and Others and Priyal Kantilal Patel	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
55	Surrender of Lease	KRL-2-8778-2015	M/s. V. H. Engineers and Rajesh Housing Private Limited	Gala No. 2A
56	Transfer of Lease dated 22/09/2015	KRL-2-8779-2015	M/s. V. H. Engineers and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli

57	Surrender of Lease dated 22/09/2015	KRL-2-8781-2015	Jayesh Jitendra Gandhi and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
58	Surrender of Lease dated 22/09/2015	KRL-2-8784-2015	Febkon Engineering Services and Rajesh Housing Private Limited	Gala No. 3
59	Surrender of Lease dated 28/10/2015	KRL-2-9770-2015	Sanjay Kishanlal Mehra and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
60	Surrender of Lease dated 28/10/2015	KRL-2-9771-2015	Praful S. Shah and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
61	Surrender of Lease dated 28/10/2015	KRL-2-9775-2015	Fills Engineering Corporation and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
62	Surrender of Lease dated 28/10/2015	KRL-2-9776-2015	D'Souza DeSilva Engineers Works and Rajesh Housing Private Limited	Gala No. 2
63	Surrender of Lease dated 16/11/2015	KRL-5-7616-2015	Dharma Fabricators and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
64	Surrender of Lease dated 10/12/2015	KRL-1-11124-2015	Pawankumar Mehra and Rajesh Housing Private Limited	Shed No. 14
65	Surrender of Lease dated 18/12/2015	KRL-1-11310-2015	Sanjay Kishanchand Mehra and Rajesh Housing Private Limited	Industrial Shed No. 15
66	Surrender of Lease dated 28/10/2015	KRL-2-9777-2015	Industrial Blasting Equipment and Rajesh Housing Private Limited	Gala No. 15
67	Surrender of Lease dated 18/01/2016	KRL-1-2375-2016	Jasbinder Dharampal Bassi and Rajesh Housing Private Limited	Industrial Shed No. 15
68	Surrender of Lease dated 18/01/2016	KRL-1-2376-2016	Jasbinder Dharampal Bassi and Rajesh Housing Private Limited	Industrial Shed No. 15
69	Surrender of Lease dated 12/02/2016	KRL-1-2374-2016	M/s. Kent Decor and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
70	Transfer of Lease dated 08/03/2016	KRL-1-2516-2016;	M/s. Sunita Silks and others and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in village Vikhroli
71	Surrender of Lease dated 16/09/2016	KRL-1-9739-2016	Tito Tech Industries and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli

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72	Mortgage Deed dated 21/10/2016	KRL-4-10037-2016	Rajesh Construction Private Limited and Vistra ITCL (India) Ltd.	Pertain to CTS No. 67A, in Village Vikhroli
73	Mortgage Deed dated 21/10/2016	KRL-4-10038-2016	Krishna Enterprises Private Limited and Vistra ITCL (India) Limited	Pertain to CTS No. 67A, in Village Vikhroli
74	Surrender of Lease dated 13/02/2017	KRL-2-5305-2017	B. B. Consulting N. Engineering Private Limited and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
75	Surrender of Lease dated 15/06/2017	KRL-5-7008-2017	Rajeshkumar Mohanlal Khandelwal and Pravin Mohanlal Khandelwal and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
76	Surrender of Lease dated 24/08/2017	KRL-4-9100-2017	Yogesh Narayandas and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
77	Indemnity Bond dated 08/09/2015	KRL-4-9521-2017	Krishna Enterprises Private Limited	Pertain to CTS No. 67A, in Village Vikhroli
78	Indemnity Bond dated 08/09/2015	KRL-4-9523-2017	Krishna Enterprises Private Limited	Pertain to CTS No. 67A, in Village Vikhroli
79	Surrender of Lease dated 24/11/2017	KRL-4-12132-2017	Rajeshkumar Mohanlal Khandelwal and Pravin Mohanlal Khandelwal and Rajesh Housing Private Limited	Pertain to CTS No. 67A, in Village Vikhroli
80	Surrender of Lease dated 24/11/2017	KRL-4-12133-2017	M/s. Five Star Marine Services Private Limited and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
81	Surrender of Lease dated 05/01/2018	KRL-3-131-2018	M/s. Sea Hawk Marine & Allied Services Private Limited and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
82	Mortgage Deed dated 15/02/2018	KRL-3-1997-2018	Rajesh Construction Company and Vistra ITCL (India) Limited	Pertain to CTS No. 67A, in Village Vikhroli
83	Mortgage Deed dated 15/02/2018	KRL-3-1998-2018	Krishna Enterprises Private Limited and Vistra ITCL (India) Limited	Pertain to CTS No. 67A, in Village Vikhroli
84	Re-conveyance Deed dated 02/05/2018	KRL-4-5173-2018	Vistra ITCL (India) Limited	Pertain to CTS No. 67A, in Village Vikhroli
85	Surrender of Lease dated 21/06/2018	KRL-1-7505-2018	Kanti Engineering Works and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli

86	Surrender of Lease dated 27/06/2018	KRL-1-7781-2018	M/s. Sai System and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
87	Surrender of Lease dated 30/06/2018	KRL-1-7947-2018	M/s. Madhur Packaging and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
88	Surrender of Lease dated 30/06/2018	KRL-1-7948-2018	Azaz Abdul Sattar Koralekar and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
89	Surrender of Lease dated 23/07/2018	KRL-1-12682-2018	Rima Vivek Suri (earlier name Rima Suresh Khanna), and Niru Gaurav Gupta (earlier name Niru Suresh Khanna) and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
90	Surrender of Lease dated 29/08/2018	KRL-1-10472-2018	M/s. Nikhil Textiles and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
91	Surrender of Lease dated 29/08/2018	KRL-1-10474-2018	M/s. Mamta Textiles and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
92	Surrender of Lease dated 05/12/2018	KRL-1-14365-2018	Mayur Baldevraj Bhusari and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
93	Surrender of Lease dated 10/12/2018	KRL-1-14530-2018	Riddhima Engineering and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
94	Surrender of Lease dated 13/12/2018	KRL-1-14739-2018	Kanubhai Kantilal Panchal and Anil Kantilal Panchal and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
95	Surrender of Lease dated 19/12/2018	KRL-1-15072-2018	Vijay Kishan Thorat and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
96	Surrender of Lease dated 29/12/2018	KRL-1-15526-2018	Girish Mansukhlal Panchal, Kirti Mansukhlal Panchal and Rajesh Mansukhlal Panchal and Rajesh Housing Private Limited	Pertain to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
97	Surrender of Lease dated 08/02/2019	KRL-1-1799-2019	Kumar Silk Industrial and Rajesh Housing Private Limited	Pertains to CTS No. 67, 67/1 to 67/48 in Village Vikhroli

98	Surrender of Lease dated 08/02/2019	KRL-1-1802-2019	Rajiv Silk Mills and Rajesh Housing Private Limited	Pertains to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
99	Surrender of Lease dated 28/02/2019	KRL-1-2683-2019	Surendra Vishnudayal Rathi and Rajesh Housing Private Limited	Pertains to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
100	Surrender of Lease dated 04/04/2019	KRL-1-4260-2019	Surya Pillai and Rajesh Housing Private Limited	Pertains to CTS No. 67, 67/1 to 67/48 in Village Vikhroli
101	Mortgage Deed dated 22/06/2021	KRL-1-11553-2021	Rajesh Estate and Nirman Private Limited and Krisha Enterprises Private Limited and Vistra ITCL (India) Limited	Pertains to KEPL Land bearing CTS No. 67 and 67/1 to 67/48 Village Vikhroli
102	Re-Conveyance Deed dated 22/06/2021	KRL-1-11554-2021	Krisha Enterprises Private Limited and Vistra ITCL (India) Limited	Pertains to KEPL Land bearing CTS No. 67A Village Vikhroli
103	Re-Conveyance Deed dated 22/06/2021	KRL-1-11556-2021	Rajesh Estate and Nirman Private Limited and Vistra ITCL (India) Limited	Pertains to KEPL Land
104	Development Agreement dated 30/07/2021	KRL-1-11831-2021	Krisha Enterprises Private Limited (KEPL) and Macrotech Developers Limited	Pertains to KEPL Land

36. Rajesh Housing Private Limited has declared and confirmed that the aforesaid various Leave and License Agreements, Lease Deeds, Transfer of Lease and Surrender of Lease pertains to structures on the said Property and same does not affects rights of the RHPL to the said Property. Rajesh Housing Private Limited has also declared and confirmed that mortgages mentioned in Item No. 43, 48, 72, 73, 82, 83 and 101 and Re-conveyances mentioned in Item No. 102 and 103 are pertains to KEPL Land. Save and except, subsisting mortgages, there is no registered document evidencing creation of adverse interest in the said Property.

37. The Company has through its Department conducted Online Search on Portal of Inspector General of Registration (IGR Website) for the year 2022. I note that I have found registered document viz. Development Agreement dated July 1, 2022, registered with the Sub-Registrar of Assurances at Kurla-4 under Serial No. KRL4-14129-2022 ("DA"), executed between Rajesh Housing Private Limited (RHPL) and Macrotech Developers Limited ("MDL") for acquirement of development rights and entitlement of development of the said Property by Macrotech Developers Limited (MDL).

F. SEARCHES ON ONLINE PORTAL OF MINISTRY OF CORPORATE AFFAIRS

38. Dhaval Vussonji and Associates, Advocates and Solicitors has through Simply Cersai caused searches to be carried out on the portal of Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) as regards the pending charges in respect of the Larger Property. In pursuance thereof, I have been furnished with a Search Report dated 27th October, 2021 issued by Simply CERSAI. On perusal thereof, I note that there are no charges reflected in respect of the said Larger Property.

However, I note that a charge has been created on the said Property in favour of Vistra ITCL (India) Limited as detailed hereinabove. I have relied upon Search Report dated 27/10/2021 issued by Simply Cersai.

G. CERSAI Search Report:

39. Dhaval Vussonji and Associates, Advocates and Solicitors has through Simply Cersai caused searches to be carried out on the portal of Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) as regards the pending charges in respect of the Larger Property. I have seen Search Report dated 27/10/2021 issued by Simply Cersai. On perusal thereof, I note that there are no charges reflected in respect of the said Larger Property. However, I note that a charge has been created on the said Property in favour of Vistra ITCL (India) Limited as detailed hereinabove.

H. Litigation:

40. In the Opinion of Title dated 17/06/2022 of Dhaval Vussonji and Associates, Advocates and Solicitors, it is recorded that they have been furnished with a copy of the Original Application (L) No. 1114 of 2019 filed by Central Bank of India ("CBI") before the Debt Recovery Tribunal -II ("DRT") against (i) Sunil Jagdishchandra Mehra; (ii) Shilpi Sunil Mehra (iii) Rajesh Housing Private Limited inter alia praying therein that (a) Sunil and Shilpi Mehra be jointly or severally be ordered and directed to pay CBI a sum of Rs.53,46,132.26/- (Rupees Fifty Three Lakhs Forty Six Thousand One Hundred and Thirty Two and Twenty Six Paise Only) due under an overdraft facility with further interest thereon at the rate of 13% + (including 2% penal interest) per annum; (b) the Recovery Certificate for the amounts claimed in prayer (a) be issued in favor of CBI against Sunil and Shilpi Mehra; (c) it be declared that the amounts claimed in prayer (a) above are duly secured by valid and subsisting mortgage of Gala No. F-1 in the Elcon Building standing on a portion of the Larger Property being the suit property; (d) the suit property therein be ordered to be sold and the net sales proceed thereof be ordered to be paid to CBI towards the amounts claimed herein; and (e) pending the hearing and final disposal of the Original Application, a Receiver be appointed by the DRT in respect of the suit Property with the powers to sell the same; (f) pending the hearing and final disposal of the Original Application, the defendants therein be restrained by an order and injunction from any manner selling/ transferring and/ or creating any third-party rights in respect of the suit Property. It appears that Sunil Jagdishchandra Mehra and Shilpi Sunil Mehra had availed a facility from CBI and a mortgage was created on Gala No. F-1 in the Elcon Building standing on a portion of the Larger Property and it is alleged that the Sunil Jagdishchandra Mehra fraudulently sold the suit property in favour of RHPL in spite of the registered mortgage in force. The information in respect of the aforesaid Original Application (L) No. 1114 of 2019 is not reflected on the official webpage of Debts Recovery Tribunal, Mumbai.
41. Of late, there is one proceeding filed before Hon'ble High Court Bombay bearing Writ Petition (L) 5928 of 2023 by HMC Welfare Association against Municipal Corporation of Greater Mumbai and others. Macrotech Developers Limited is made party Respondent No. 7 and Rajesh Housing Private Limited is made party Respondent No. 5. I understood that the said litigation instituted by Occupants of the Property who formed Organisation by name HMC Welfare Association (Petitioner). The said Petitioner claiming to be Occupants and claiming Occupancy rights of the said Property seeking relief against Municipal Corporation of Greater Mumbai with regard to demolition, construction and development activity undertaken by Macrotech

Developers Limited on the said Property. There is no so far adverse Order passed in the said proceeding which affect the title of the development of the said Property.

I. Litigation Search:

42. Dhaval Vussonji and Associates, Advocates and Solicitors, through Karza Technologies Private Limited, have caused online litigation searches to be conducted in respect of the cases filed by or against RHPL. Karza Technologies Private Limited have furnished with a Report dated 7th October, 2021 ("**Report**"). On perusal thereof, I note that save and except the Original Application filed by Central Bank of India ("CBI") before the Debt Recovery Tribunal-II ("DRT") against inter-alia RHPL, the following 21 pending proceedings are reflected therein:

Sr. No.	Court	Case No.	Particulars
1	Bombay High Court	COMS/1363/2018	Rajesh Housing Private Limited V/s Kanti Engineering Works and 3 others
2	Bombay High Court	COMS/1483/2019	Kanti Engineering Works V/s Rajesh Housing Private Limited
3	Bombay High Court	CHOLL/1229/2019	Kanti Engineering Works V/s Rajesh Housing Private Limited
4	Bombay High Court	COMS/1363/2018	Rajesh Housing Private Limited V/s. Torall Sachin Shah Partner of Kanti Engineering Works; Aryan Sachin Shah; Sachin Shashikant Shah; Kanti Engineering Works And 3 Others
5	Bombay High Court	COMS/1483/2019	Kanti Engineering Works V/s. Rajesh Housing Private Limited
6	Bombay High Court	WP/9374/2018	Suhas Janardan Chavan and another. V/s. Rajesh Housing Private Limited and another
7	Bombay High Court	WPST/2832/2020	Jignesh Doshi; Rajni Suhas Chavan; Kumar Darana and others V/s. The Designated Officer, Town Planning, The Municipal Corporation of Grater Mumbai and Rajesh Housing Private Limited and others
8	Small Causes Court, Mumbai	RAD/1329/2017	Sunil Ramlubhaya Mehra V/s. RPHL and Sanjay Kishanlal Mehra
9	Small Causes Court, Mumbai	Miscellaneous Appeal/393/2018	Sunil Ramlubhaya Mehra V/s. RPHL and Sanjay Kishanlal Mehra
10	Small Causes Court, Mumbai	RAD/203113/2012	Mr. Suhas Janardan Chavan V/s. Subodh Textiles; Mr. Bikrampal Harichand Mehra and anr and RHPL
11	Small Causes Court, Mumbai	P.Appel/100041/2013	Suhas Janardhan Chavan and Suhas Hydro Systems Pvt.Ltd V/s. RHPL; Bikrampal Harichand Mehra
12	Small Causes Court, Mumbai	RAE/1439/2019	Rajesh Housing Pvt Ltd Through its A R Anuj M Patel V/s. Daksh a Deepak Haria and Rashmi Ashok Haria

13	Small Causes Court, Mumbai	RAE/1366/2019	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel V/s. Crescent Engineering /Fabrication; Rajani Suhas Chavan
14	Small Causes Court, Mumbai	RAE/1438/2019	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel V/s. Milan Manubhai Sheth; Manubhai Shamji Sheth and Sameer Manubhai Sheth
15	Small Causes Court, Mumbai	RAE/88/2020	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel V/s. Shantilal Meghji Gala; Praful Meghji Gala and Kantilal Meghji Gala
16	Small Causes Court, Mumbai	SUIT/102725/2018	RHPL v. MCGM and Designated Officer I.
17	Small Causes Court, Mumbai	RAE/1385/2019	Rajesh Housing Pvt Ltd Through Its A/R Shri Anuj M Patel V/s. Kamlesh Arjandas Khubchandani of Excel Homecare Pvt Ltd.
18	Small Causes Court, Mumbai	RAE/1384/2019	Rajesh Housing Pvt Ltd Through Its A/R Shri Anuj M Patel V/s. Crescent Engineering/Fabrication and Rajani Suhas Chavan of Reliable Offset Printers Pvt Ltd.
19	Small Causes Court, Mumbai	RAE/1358/2019	Rajesh HousingPvtLtd through its A/R Anuj M Patel V/s. Harish Premji Nagda of M/s J B Foods.
20	Small Causes Court, Mumbai	RAE/1367/2019	Rajesh Housing Pvt Ltd Through Its A/R Shri Anuj M Patel V/s. Suhas Janardan Chavan and Bablu Wooden Work
21	Small Causes Court, Mumbai	RAE/1368/2019	Rajesh HousingPvtLtd Through Its A/R Shri Anuj M Patel V/s. Sojan Koshy (J K Industries); Sirendra Rathi of Satyanand Dying.
22	Small Causes Court, Mumbai	RAE/1347/2019	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel V/s. Crescent Engineering/ Fabrication and Rajani Suhas Chavan.

43. I have not been furnished with any information/documents pertaining to the aforesaid pending litigations and hence I am unaware whether any of the aforesaid proceedings pertain/ affect to the said Property. In any event, the said litigations mentioned in Clause No. 40 is related to tenancies and occupancies of the premises of the structures on the said Property and not in respect of the property himself. I note that the said litigations will not have adverse effect with regard to title of RHPL to the said Property.
44. Dhaval Vussonji and Associates, Advocates and Solicitors, through Karza Technologies Private Limited, have caused online litigation searches to be conducted in respect of the cases filed by or against by and against respective Directors of the RHPL I have seen Search Report all dated 15/10/2021 issued by Karza Technologies Private Limited. I note that there are pending respective several litigations for and against respective Directors of RHPL reflected in Karza Technologies Private Limited.

Nevertheless, the said litigations are not related to the said Property. Moreover, by and under the said Declaration, the Rajesh Housing Private Limited (RHPL) has declared and confirmed that litigations filed by or against the present directors of the Rajesh Housing Private Limited are not in respect of the said Property and do not affect the right title and interest of RHPL in the said Property or any part thereof.

45. I have not been furnished with any information/documents pertaining to the aforesaid pending litigations and hence I am unaware whether any of the aforesaid proceedings pertain/ affect to the said Property.
46. Dhaval Vussonji and Associates, Advocates and Solicitors, through Karza Technologies Private Limited, have caused online litigation searches to be conducted in respect of the cases filed by or against Roshan Sharda (being the director of RHPL). I have seen Search Report dated 15/10/2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report I note that no cases filed by/or against Roshan Sharda are pending as on date of the Title Report.
47. Dhaval Vussonji and Associates, Advocates and Solicitors, through Karza Technologies Private Limited, have caused online litigation searches to be conducted in respect of the cases filed by or against Sagar Motilal Shrirao (being the director of RHPL). I have seen Search Report dated 15/10/2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report I note that no cases filed by/or against Sagar Motilal Shrirao are pending as on date of the Title Report.
48. Dhaval Vussonji and Associates, Advocates and Solicitors, through Karza Technologies Private Limited, have caused online litigation searches to be conducted in respect of the cases filed by or against Sakare Abhay Padmakar (being the director of RHPL). I have seen Search Report dated 15/10/2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report I note that no cases filed by/or against Sakare Abhay Padmakar are pending as on date of the Title Report.
49. This Opinion on Title is subject to the aforesaid proceedings.

J. PUBLIC NOTICE :

50. Dhaval Vussonji and Associates, Advocates and Solicitors have caused Public Notices to be published on 18th November, 2021 in Economic Times in English language and in Maharashtra Times in Marathi language, inviting claims in respect of title of RHPL to the said Property. In pursuance thereof, Dhaval Vussonji and Associates, Advocates and Solicitors have received the following objections:
- 50.1 Email dated 22nd November 2021 addressed by Xavier Anthony stating therein inter alia that he is a tenant in respect of Shed No. 16 situate on the said Property in terms of the Tenancy Agreement dated 6th August, 2003;
- 50.2 Letter dated 23rd November 2021 addressed by Excel Homecare Private Limited stating therein inter alia that they as tenants are in possession of Shed No. 11 situate on the said Property in terms of the Tenancy Agreement dated 11th May 2004 bearing Serial No. VDR-4950 of 2004 executed between Bikrampal Mehra HUF and Excel Homecare Private Limited. It is further stated therein that RHPL had filed a RAE suit No. 1385 of 2019 in the Small Causes Court for arrears of rent. I have neither been furnished with any papers in respect of the aforesaid RAE suit No. 1385 of 2019 nor with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;

- 50.3 Letter dated 23rd November 2021 addressed by Suhas Janardan Chavan stating therein inter alia that he is the tenant in respect of Shed No. G8B situate on the said Property in terms of the Tenancy Agreement dated 14th January 2008 and was in possession of the same and was carrying business in the name and style of 'Suhas Hydrosystem'. It was further recorded therein that there were pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and also that by an order dated 17th December 2019 passed by the Hon'ble High Court of Bombay in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints and that the same was still pending. It is further recorded that representations with the Asst. Commissioner, 'N'-Ward are also pending. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;
- 50.4 Letter dated 23rd November 2021 addressed by Rajani Suhas Chavan stating therein inter alia that she is the tenant in respect of Shed Nos. G8A, G-7 and C-11 situated on the said Property in terms of Tenancy Agreement dated 14th January 2008 and was carrying business in the name and style of 'Neha Hydrosystem'. It was further recorded therein that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and that by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints and that the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;
- 50.5 Letter dated 23rd November 2021 addressed by Jogindra Engineering Works stating therein inter alia that they are the tenants in respect of Shed No. 9 situated on the said Property in terms of Tenancy Agreement executed in 1961 and that they are in possession of the same and have been carrying on business in the name and style of 'Jogindra Engineering Works';
- 50.6 Letter dated 24th November 2021 addressed by K V Subramanian and V K Radhakrishnan stating therein inter alia that they are the tenants in respect of Shed No. 9 (property no. 6247(1L))situated on the said Property in terms of Tenancy Agreement dated 20th November, 1996 and that they are in possession of the same and have been carrying on business in the name and style of Fine Filters Private Limited';
- 50.7 Letter dated 24th November 2021 addressed by K V Subramanian and V K Radhakrishnan stating therein inter alia that they are the tenants in respect of Shed No. 9 (property no. 6247(1) situated on the said Property in terms of Tenancy Agreement dated 30th November, 1996 and that they are in possession of the same and have been carrying on business in the name and style of Fine Filters Private Limited';

- 50.8 Letter dated 23rd November 2021 addressed by Suhas Hydrosystems Private Limited stating therein inter alia that it was a tenant in respect of Shed No. 20 situated on the said Property in terms of an Agreement dated 1st October 1998. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints and that the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;
- 50.9 Letter dated 23rd November 2021 addressed by (i) Ritu Kumar Darara and (ii) Kumar Manohar Darara stating therein inter alia that they are the tenants in respect of Shed No. 20 situated on the said Property in terms of Tenancy Agreement dated 29th December 2002 bearing registration No. BDR-7-562 of 2002 and have been carrying business in the name and style of 'Span Filing Systems Private Limited'. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and that by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;
- 50.10 Letter dated 24th November 2021 addressed by one Mr. Jose Devassy Chackery stating therein inter alia that he is the tenant in respect of Shed No. 16 situated on the said Property in terms of the Tenancy Agreement dated 6th August 2003 bearing Serial No. 07249 of 2003 and that it is carrying business in the name and style of 'D. E. Engineering'. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;
- 50.11 Letter dated 25th November 2021 addressed by Priya Industries stating therein inter alia that they are the tenants in respect of Shed No. 11 situated on the said Property;



- 50.12 Letter dated 25th November 2021 addressed by one Subhash B Dinda stating therein inter alia that he was the tenant in respect of Gala No. 9 situated on the said Property in terms of Tenancy Agreement dated 22nd October 2001 and that it was carrying business in the name and style of 'Raja Engineers and Contractors'. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;
- 50.13 Letter dated 25th November 2021 addressed by (i) Bhanumati R Parekh and (ii) Heena Rajesh Parekh stating therein inter alia that they are the tenants in respect of Shed No. 4 situated on the said Property in terms of Tenancy Agreement dated 29th December 2002 bearing registration no. BDR-7-562 of 2002. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;
- 50.14 Email dated 25th November 2021 addressed by Suresh Mukhija stating therein inter alia that he and one Arun Chawla have tenancy rights in respect of premises No. 20A in terms of Tenancy Agreement dated 12th February 1999 and are carrying out business in the name and style of 'Evershine Garment Processors';
- 50.15 Letter dated 25th November 2021 addressed by Kunal Dinesh Pal stating therein inter alia that he is a tenant in respect of Shed No. G7 situated on the said Property in terms of Tenancy Agreement dated 4th November 2004 bearing registration No. 11478 of 2004. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, and that the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding;

- 50.16 Email dated 25th November 2021 addressed by Amarchand Karamshi Gosar stating therein inter alia that he has tenancy rights on the said Property and it is further recorded that he is out of town and shall send the details as soon as possible. However, I have not received any documents till date;
- 50.17 Email dated 25th November 2021 addressed by Visharia family stating therein inter alia that they have tenancy rights in the said Property and it was further recorded that they were out of town and shall send the details as soon as possible. However, I have not received any documents till date;
- 50.18 Letter dated 30th November 2021 addressed by Kantilal Ramji Gala stating therein inter alia that he is the tenant in respect of Shed No. 20 situated on the said Property in terms of the Tenancy Agreement dated 29th December 2002 bearing registration No. BDR-7-562 of 2002. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. I have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. I am also unaware of the present status of the aforesaid proceeding.
51. I have not been furnished with any replies given by RHPL to the aforesaid objections and hence are unable to comment on the same.
- K. Other Observations:**
52. This Opinion on Title is limited to only the land title diligence only and I have not conducted any diligence in respect of the tenants / occupants on the said Property.
53. I have not been furnished with the latest DP Remarks in respect of the Property.
54. I have been furnished with a copy of the Letter dated 12th September, 2003 bearing reference no. CHE/834/I to C/DPES issued by the Executive Engineer (Development Plans) recording inter-alia that the request for allowing commercial user on Sub Plot B admeasuring 22915.93 square metres by retaining Sub Plot A admeasuring 16921.87 square metres in 1-3 zone on the said Property was considered on the terms and conditions contained therein. I am unable to ascertain the portion of the said Property for which commercial user was considered under the aforesaid letter. I recommend a technical diligence be conducted to ascertain the user of the said Property. Further, one of the terms of the aforesaid Letter is that a valid NOC from the Additional Collector, C.A. ULC for Greater Mumbai shall be obtained and the conditions thereunder shall be complied with.
55. I have been furnished with a copy of the Letter dated 28th May, 2004 bearing reference no. NOC/ULC/D-V-6(I) SR-IX-499950 issued by the Additional Collector and CA, ULC and addressed to Arun Mehra under section 8(4) of The Urban Land (Ceiling and Regulation) Act 1976 ("ULC Act"), recording inter-alia that there is no surplus vacant land in the land. We are unaware whether any other orders have been passed/ letters have been issued under the ULC Act in respect of the said Property. I recommend a technical diligence be conducted in respect thereof and the implications thereof.

56. I have not inspected the original title documents in respect of the said Property. By and under the said Declaration, the Company has confirmed that all the original documents of title in respect of the said Property are in possession of Vistra ITCL (India) Limited and save and except the documents listed in Third Schedule hereunder written which are in the custody of Vistra ITCL (India) Limited, there are no other documents in respect of the title of the said Property.
57. I have neither been furnished with the property tax bills nor with receipts evidencing payment of the same.
58. By and under the Declaration dated 16/06/2022, Rajesh Housing Private Limited (RHPL) through it's Director Pratik Patel, has inter alia confirmed that:
- 58.1 RHPL is the sole and absolute owner of the said Property;
- 58.2 Save and except the mortgages recorded herein, there are no other mortgages, charge, lien or other encumbrance of any nature whatsoever affecting the said Property or any part thereof in any manner whatsoever;
- 58.3 Save and except as recorded herein, there are no other litigations, proceedings arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature, pending or threatened against or in respect of the said Property or any part thereof or the built-up areas constructed/to be constructed thereon and that there is no adverse order / decree / direction/ injunction passed by any court, judicial or quasi-judicial or administrative or revenue or any statutory authority or body in respect of the said Property or any part thereof or the built-up areas constructed/to be constructed thereon;
- 58.4 No winding up and/or any insolvency petitions have been filed against RHPL.

L. MISCELLANEOUS / OTHER OBSERVATIONS:

59. The information, and the copies (that is, ordinary copies, photocopies, translated copies and certified true copies, as applicable) of the documents, records and writings furnished to me and referred to and/or relied upon by me, are complete and accurate, and, wherever applicable, faithful reproductions of the originals thereof.
60. I assume that technical due diligence in respect of the said Property and the construction thereon as regards requisite approvals, sanctions, NOCs, building permissions, environmental clearances including the consent to establish and operate, FSI/TDR utilized/loaded, physical survey, reservations, religious structures, heritage structures, road access, electricity sub-stations, underground pipes, high tension wires, etc. have/will be duly conducted.
61. I have prepared Legal Title Report and Flow of Title based on the copies of documents made available for my inspection Limited to information provided to me and based upon the provision of applicable laws prevailing at the present time and the facts of the matter as comprehend by me. Any variance of the facts or of law may caused a corresponding in my Legal Title Report vis-à-vis Flow of Title.

THE FIRST SCHEUDLE HEREINABOVE REFERRED TO**(As per the Development Agreement Description of the said Property)**

ALL THAT pieces and parcels of land bearing C.T.S. 67, 67/1 to 67/5 and 67/9 to 67/47 (both inclusive) admeasuring in the aggregate 38,553 square metres or thereabout as per Development Agreement, situate, lying and being at Village Vikhroli, Taluka Ghatkopar, Mumbai Suburban District, Mumbai - 400 079.

THE SECOND SCHEUDLE HEREINABOVE REFERRED TO**(Details of the Property Register Card)**

Sr. No.	CTS No.	Area (square meters)	Tenure	Holder	Lessee
1	67	28466.30	C	1. Rajpal Harichand Mehra	Harichand Textiles Mills Limited for 50 years from the date 1 st July 1975
2	67/1	33.00	C	2. Jagdishchand Harichand Mehra	
3	67/2	72.10	C	3. Bikrampal Harichand Mehra	
4	67/3	25.60	C		
5	67/4	23.20	C		
6	67/5	31.20	C		
7	67/9	67.90	C		
8	67/10	100.80	C		
9	67/11	20.20	C		
10	67/12	99.70	C		
11	67/13	559.40	C		
12	67/14	24.00	C		
13	67/15	15.90	C		
14	67/16	121.00	C		
15	67/17	13.20	C		
16	67/18	18.30	C		
17	67/19	968.60	C		
18	67/20	264.50	C		
19	67/21	344.00	C		
20	67/22	15.50	C		
21	67/23	90.00	C		
22	67/24	285.00	C		
23	67/25	189.70	C		
24	67/26	189.40	C		
25	67/27	189.40	C		
26	67/28	519.60	C		
27	67/29	96.80	C		
28	67/30	689.70	C		
29	67/31	238.10	C		
30	67/32	88.20	C		
31	67/33	88.20	C		
32	67/34	88.20	C		
33	67/35	88.20	C		
34	67/36	61.70	C		
35	67/37	358.80	C		
36	67/38	171.90	C		

37	67/39	16.30	C		
38	67/40	869.10	C		
39	67/41	114.80	C		
40	67/42	778.60	C		
41	67/43	125.20	C		
42	67/44	95.00	C		
43	67/45	72.60	C		
44	67/46	80.10	C		
45	67/47	25.40	C		

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(List of Original Documents in custody of Vistra TTCL (India) Limited)

1. Agreement For Sale dated 21st July, 2015 executed by and between Rajpal Mehra HUF through its Karta and Manager Subhash, therein referred to as the Vendor; (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein referred to as the Confirming Parties and Rajesh Housing Private Limited, therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL-2-6858 of 2015.
2. Decree dated 15th December 1988 passed by the Hon'ble Bombay High Court in Award No.17 of 1982.
3. Memorandum of Record of Oral Family Arrangement dated 29th May, 2002 executed amongst Jagdishchand Harichand Mehra (for self and as Karta and Manager of Jagdishchand Harichand Mehra HUF), Arun Jagdishchand Mehra (for self and as Karta and Manager of Arun Jagdishchand Mehra HUF), Sunil Jagdishchand Mehra (for self and as natural guardian of his minor daughter Shraddha) and Renu Ramesh Khullar (for self and as mother of Divya Khullar and Suvir Khullar).
4. Indenture of Conveyance dated 30th December, 2011 executed between (i) Renu Ramesh Khullar; (ii) Mr. Ramesh Khullar; (iii) Ms. Divya Ramesh Khullar and (iv) Mr. Suvir Ramesh Khullar, therein collectively referred to as the Vendors and Rajesh Construction Company Private Limited, therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. BDR-13-2641 of 2012.
5. Indenture of Conveyance dated 30th December, 2011 executed by and between Arun (as Karta and Manager of his Hindu Undivided Family, comprising of, (i) Arun HUF; (ii) Mrs. Uma Mehra; (iii) Mr. Jay Mehra and (iv) Mrs. Nami Kandgedhara nee Ms. Nami Mehra, therein referred to as the Vendors and RCCPL, therein referred to as the Purchaser and registered with the office of Sub-Registrar of Assurances at Mumbai bearing No. BDR-13-2646 of 2012.
6. Indenture of Conveyance dated 17th September, 2015 executed by between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchasers and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL-2-8770 of 2015.
7. Indenture of Conveyance dated 17th September, 2015 executed by and between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the

Purchaser and registered with the Office of Sub-Registrar of Assurances under Serial No. KRL-2-8771 of 2015.

8. Deed of Conveyance dated 6th November 2015, executed between Sunil Mehra and Shraddha Nirav Virani nee Shraddha Sunil Mehra, therein collectively referred to as the Vendors and Rajesh Unispaces Private Limited (formerly known as Kirti Packers (India) Private Limited) therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-5-7370 of 2015.
9. Deed of Conveyance dated 16th December, 2015 executed by and between RUPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1-11256 of 2015.
10. Indenture of Conveyance dated 21st March, 2016 executed by and between Rajpal HUF (through its Karta and Manager Subhash Rajpal Mehra), therein referred to as the Vendor and (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein collectively referred to as the Confirming Parties and RHPL, therein referred to as the Purchaser and registered with the Sub-Registrar of Assurances at Mumbai bearing No. KRL-2-7840 of 2016.
11. Indenture of Conveyance dated 10th December, 2015 executed by and between Bikrampal HUF represented by its Karta and Manager Bikrampal Mehra, therein referred to as the Vendor, (i) Bikrampal Harichand Mehra; (ii) Swarajrani Bikrampal Mehra; (iii) Subodh Bikrampal Mehra; (iv) Kanchan Khanna and (v) Neeta Manchanda, therein collectively referred to as the Confirming Parties, Messrs. Subodh Textiles (through its partners Bikrampal, Subodh Mehra, Swarajrani Mehra and Neeta Manchanda), therein referred to as the Surrendering Tenants and Subodh Bikrampal Mehra (for self and as Karta of Subhodh Bikrampal Mehra HUF comprising of Kanchan Anil Khanna and Komal Mehra), therein referred to as the Surrendering Sub-Tenants and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1-11125 of 2015.

Dated this 15th day of September, 2023.



(Pradip Garach)
Advocate, High Court Bombay