

the Property being **ALL THAT** piece and parcel of freehold land or ground bearing C.T.S. No. 1625, 1625/1, 1629 (B), 1628, 1628/1 to 1628/4 of Vile Parle (East) admeasuring in the aggregate 1790.60 sq. mtrs as per the City Survey records and bearing final Plot No.197, 201 of Vile Parle East), T.P.S. No.II and Final Plot No.253 of Vile Parle (East), T.P.S. No.IV admeasuring 369 sq. mtrs. (being a portion of **said Larger Property**) situated at P.M. Road, Vile Parle (East), Mumbai-400 057 in the registration District and Sub-District of Mumbai City and Mumbai Suburban to the Purchaser, for the consideration and upon the terms and conditions mentioned therein. The said Deed of Conveyance dated 10th April, 2008 is registered with the office of the Sub-Registrar of Assurances at Bandra under serial no. BDR/15/3086 of 2008 dated 10th April, 2008.

3. By a Development Agreement dated 28th January, 2014 (the said Development Agreement) executed by and between. Yoga Yog Co-operative Housing Society Ltd. through its then Chairman Mr. Mandar J. Pandit, then Secretary Mr. Bipin Shah and then Treasurer Dr. Suhas Pingale therein referred to as the Owner of the One Part and M/s. Hariom Developers, through its Partners 1) Mr. Rahul S. Rajwada, 2) Mr. Alpesh P. Rathod, 3)

Mr. Amit V. Prabhu and 4) Mr. Gaurang H. Vora therein referred to as the Developers of the Other Part, the Owner therein did thereby grant development rights in respect of the said Larger Property to the Developer therein to construct new building at the cost of the Developer subject to the Developer rehabilitating the existing members and for the consideration and upon the terms and conditions as more particularly setout therein. The said Development Agreement is duly registered with the Registrar of Assurances at Andheri-3, under Serial No. BDR-9-763 of 2014 dated 29th January, 2014.

4. Simultaneously with the execution of the aforesaid Development Agreement, Yoga Yog Co-operative Housing Society Ltd. through its then Chairman Mr. Mandar J. Pandit, then Secretary Mr. Bipin Shah and then Treasurer Dr. Suhas Pingale executed a Power of Attorney dated 28th January, 2014 and granted development powers in favour of the Developers i.e. M/s. Hariom Developers, acting through any of its Partners 1) Mr. Rahul S. Rajwada, 2) Mr. Alpesh P. Rathod, 3) Mr. Amit V. Prabhu and 4) Mr. Gaurang H. Vora , to do jointly or severally all acts, deeds and things required to be done as may be required in terms of the Development Agreement for

development of the said Larger Property covered under the Development Agreement. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Andheri-3, under Serial No. 764 of 2014 dated 29th January, 2014.

5. By a Supplementary Deed dated 28th April, 2016 executed between Yoga Yog Co-operative Housing Society Ltd. through its then Chairman Mr. Mandar J. Pandit, then Secretary Mr. Bipin Shah and then Treasurer Dr. Suhas Pingale, therein referred to as the Society of One Part and M/s. Hariom Developers, through its Partners 1) Mr. Amit V. Prabhu 2) Mr. Gaurang H. Vora and 3) Mr. Alpesh Rathod therein referred to as the Developers of the Other Part, the parties thereto executed the Supplementary Deed in order to modify some of the terms and conditions of the Development Agreement dated 28th January, 2014 to the extent and in the manner thereunder recorded. The said Supplementary Deed dated 20th April, 2016 is registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-17-3510 of 2016 dated 28th April, 2016.
6. By a Limited Liability Partnership Agreement dated 12th May, 2016 was executed between 1) Mr. Alpesh Popatlal Rathod

therein referred to as the First Party, 2) Mr. Amit Vijay Prabhu therein referred to as the Second Party and 3) Mr. Gaurang Harish Vora therein referred to as the Third Party (the First Party, Second Party are therein referred to as Hariom Group) and Sayaji Realty Private Limited therein referred to as the Fourth Party (therein referred to as Sayaji) and Mr. Pradeep Ramjivan Goyal therein referred to as the **Fifth Party** and Mihir Mukesh Bhatia therein referred to as the **Sixth Party**. The First Party, Second Party, Third Party, Fourth Party therein collectively referred to as the "Continuing Partners" and Fifth Party and Sixth Party therein collectively referred to as the "Retiring Partners". The First Party to Third Party are/were partners in the firm "M/s. Hariom Developer" with Party of Fourth Part, Fifth Part and Sixth Part formed the "Hariom Sayaji Properties LLP". M/s. Hariom Developer held the rights to develop Yoga Yog Co-operative Housing Society by virtue of the above said Development Agreement dated 28th January, 2014. All the partners of the, M/s. Hariom Developer continued to join in the LLP. M/s. Hariom Developer desired to jointly re-develop the Yoga Yog Co-operative Housing Society with Sayaji Realty Pvt. Ltd. and hence formed the aforesaid Hariom Sayaji

Properties LLP for constructing residential cum commercial complex on the said Larger Property. The Society has given its No Objection to M/s. Hariom Developer to jointly develop the said Larger Property under the said Hariom Sayaji Properties LLP on the terms and conditions as contained in the Development Agreement and the Supplementary Agreement executed between the Society and M/s. Hariom Developer. Accordingly, M/s. Hariom Developer with consent and confirmation of the said Society executed Deed of Assignment in favour of Hariom Sayaji Properties LLP assigning the development rights and other benefits to the LLP.

7. By a Deed of Assignment dated 17th May, 2016 executed between M/s. Hari Om Developer through its Partner Mr. Amit Prabhu therein referred to as the Assignor of the First Part and M/s. Hariom Sayaji Properties LLP through its Partner Mr. Mihir M. Bhatia therein referred to as the Assignee of the Second Part and Yoga Yog Co-operative Housing Society Ltd. therein referred to as the Confirming Party of the Third Part, the Assignors therein assigned all their rights, title, interest, entitlement, benefits in the development rights in respect of the said Larger Property unto and in favour of Assignee subject to

the Assignee complying with the terms, conditions and obligations of the Development Agreement dated 28th January, 2016 and Supplementary Deed dated 28th April, 2016 executed between the Assignors and the Confirming Party, for the consideration and upon the terms and conditions mentioned therein. The said Deed of Assignment dated 17th May, 2016 is registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No. BDR/17/4059/2016 dated 17th May, 2016.

8. Simultaneously with the execution of the aforesaid Deed of Assignment dated 17th May, 2016, a Substitution Power of Attorney dated 17th May, 2016 was executed by M/s. Hariom Developer through its Partners Mr. Alpesh Rathod, and Mr. Gaurang Vora and through its C.A. Mr. Harish Vora, delegating the powers granted to them by the said Society under the Power of Attorney dated 29th January, 2014 in respect of the said Larger Property pursuant to the Development Agreement to M/s. Hariom Sayaji Properties LLP with confirmation of Yoga Yog Co-operative Housing Society. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at BDR/17/4060/2016 dated 17th May, 2016.

9. Subject to the aforesaid, in our view the Owner i.e. the Yoga Yog Co-Operative Housing Society Ltd. have a clear and marketable title to the captioned property as described hereinabove and M/s. Hariom Developers have sufficient right to develop the same in accordance with the Development Agreement dated 28th January, 2014 read with Supplementary Agreement dated 28th April, 2016 and M/s. Hariom Sayaji Properties LLP also have sufficient right to develop the same in accordance with the Deed of Assignment dated 17th May, 2016.

Based on the aforesaid :-

- A. We confirm that we have not received any objection/claim in response to the public notices caused to be published by us *inter alia* inviting objections on the title of the Owner in respect to the above referred Property and the right of the M/s. Hariom Developer and M/s. Hariom Sayaji Properties LLP to develop the above referred Property.
- B. We further confirm that we have not received any claim from any third party on the basis of the said lost documents



mentioned in the Public Notice published by us inviting claims if any from public at large.

- C. We further confirm that we have not found any charge registered with the office of the Sub-Registrar against the said larger Property.
- D. The Property Card in respect of the above referred Property stands in the name of the Yoga Yog Co-Operative Housing Society Ltd.
- E. The Owner/Society, M/s. Hariom Developer and M/s. Hariom Sayaji Properties LLP have executed Declaration that they have not created any charge on the property in any manner whatsoever.
- F. We have relied upon information in relation to the above:
 - (i) Lineage, on the basis of revenue records and information;
 - (ii) Copies of documents of title as stated hereinabove; and
 - (iii) Copies of Property Card and other revenue records.
- G. We have assumed that :



- (i) the mutation entries provided in property card to us accurately reflects the transactions contained therein and have presumed the correctness of the contents thereof in accordance with Section 157 of the Maharashtra Land Revenue Code, 1966;
- (ii) the mutation entries provided to us accurately reflect the transactions contained therein;
- (iii) the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of the property;
- (iv) the persons executing the documents have the necessary authority to execute the same;
- (v) all documents submitted to us as photocopies or other copies of originals conform to the originals all such originals are authentic and complete.
- (vi) The original of the following documents which are not available and only certified true copies are produced for our perusal;
 - i) Indenture dated 27th August, 1969.
 - ii) Indenture dated 1st April, 1970.
 - iii) Indenture dated 31st December, 1970.