

Reference Number: **LS/NM/SKH/55**

Date : **1st July, 2024**

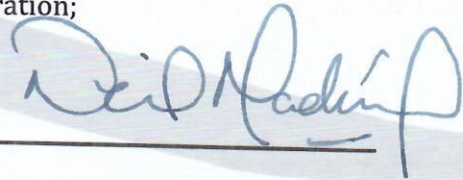
To:

The Maharashtra Real Estate Regulatory Authority (**MAHARERA**)
6th & 7th Floor, Housefin Bhavan, Plot No: C - 21, E - Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub: Title clearance report with respect to all that piece and parcel of land admeasuring 19,864.90 square meters or thereabouts, bearing CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Govandi Station Road, Chembur, Mumbai 400088 (hereinafter referred to as "**the said Land**").

1. On instructions of our clients **Supreme Sky High LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP Identification No. AAX-3164 and having its registered office at 301, 3rd Floor, Everest Classic, Linking Road, Khar - West, Mumbai 400052, (hereinafter referred to as "**the Developer**"), we have investigated the title of **Atia Estates Private Limited**, a company validly existing under the provisions of the Companies Act, 2013, holding CIN U70102WB2013PTC194882 and having its registered office at 4B, Minto Park Syndicate, 13 D. L. Khan Road, Kolkata, West Bengal 700027 (hereinafter referred to as "**the Owner**"), and the Developer's entitlement to put up construction on the said Land. In the course of such investigation, we have perused photocopies of the following documents:
 - a. Property Register Card in respect of the said Land viz. CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District;
 - b. Deed of Reconveyance dated 26th December, 2022 registered with the Sub-Registrar of Assurances at Kurla no. 1, under no. KRL1-23218-2022;
 - c. Conveyance Deed dated 27th December, 2022 registered with the Sub-Registrar of Assurances at Kurla No. 1 under no. KRL1-23243-2022;
 - d. Development Agreement dated 27th December, 2022 registered with the Sub-Registrar of Assurances at Kurla no. 1 under serial no. KRL1-23245-2022;
 - e. Irrevocable Power of Attorney dated 27th December, 2022 registered with the Sub-Registrar of Assurances at Kurla no. 1 under serial no. KRL1-23246-2022;
 - f. Intimation of Disapproval dated 17th July, 2023, bearing number P-17047/2023/(74A/3A)/M/E Ward/DEONAR-E/IOD/1/New issued by the Brihanmumbai Municipal Corporation;





- g. Commencement Certificate dated 1st July, 2024 bearing number P-15479/2024/(CTS No. 74A/3A)/M/E Ward/DEONAR-E/CC/1/New issued by the Brihanmumbai Municipal Corporation; and
- h. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Kurla from 1995 to 2024 (30 Years).
2. We have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 13th January, 2024 for inviting claims in respect of the said Land.
3. On perusal of the above mentioned documents and all relevant documents relating to title of the said Land, and subject to what is stated therein, we are of the opinion that the title of the Owner viz. Atia Estates Private Limited to the said Land is clear and without any encumbrances; and further that the Developer viz. **Supreme Sky High LLP** is entitled to undertake development of the said Land by constructing new multi-storied buildings on the said Land in accordance with the terms and conditions of the Development Agreement dated 27th December, 2022.
- Owner: Atia Estates Private Limited, CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District.**
- Developer: Supreme Sky High LLP, CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District.**
4. Litigation - Nil
5. The report reflecting the flow of the entitlement of the Developer to develop the said Land is enclosed herewith and marked as **Annexure 'A'**.

Yours faithfully

For **Law Scribes**

(Neil Mandevia)

Advocate & Solicitor

Encl.: Annexure A



LAW SCRIBES

Advocates & Solicitors

7th Floor, DLH Plaza, Beeta Society,
Road, Andheri (W), Mumbai-400 058.

**Annexure 'A'****Flow of the entitlement of the Developer to develop the said Land.**

1. On instructions of our clients viz. the Developer being **Supreme Sky High LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP Identification No. AAX-3164 and having its registered office at 301, 3rd Floor, Everest Classic, Linking Road, Khar - West, Mumbai 400052, we have investigated the Developer's entitlement to put up construction on the said Land as more particularly described in the **Schedule** hereunder written and as requested by the Developer, we are issuing this certificate in respect of its entitlement thereof.
2. In the course of such investigation of the entitlement of the Developer to put up construction on the said Land we have caused necessary searches to be taken with the office of the Sub-Registrar of Assurances at Mumbai, Bandra and Kurla from 1995 to 2024 (30 Years) and have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English - Mumbai edition) and Navshakti (Marathi - Mumbai edition) both dated 13th January, 2024 for inviting claims in respect of the said Land.
3. During the course of investigation, the Developer has furnished to us copies of certain documents with regard to the said Land; and we have perused the same and the following emanates therefrom:
 - a. At all relevant times prior to 27th December, 2022, one Metal Box India Limited, (formerly known as The Metal Box Company of India Limited), a company deemed to be incorporated under the provisions of Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013, holding CIN U14106DL1933PLC102722 and having its registered office at 4, Scindia House, 1st Floor, Connaught Place, New Delhi 110001 (hereinafter referred to as "**MBIL**") was seized and possessed of and otherwise well and sufficiently entitled, as the absolute owner to the said Land together with the structures/buildings earlier standing on the said Land (now demolished) (hereinafter referred to as "**the Old Structures**"). The Old Structures have since been demolished as elaborated hereinafter. The said Land and the Old Structures are hereinafter collectively referred to as "**the said Property**".
 - b. It appears from the Deed of Reconveyance, as referred to hereinbelow that:
 - i. MBIL had previously, by and under an Agreement dated 11th December, 1986, availed of certain loans/financial assistance from Industrial Investment Bank of India (previously known as Industrial Reconstruction Bank of India and/or Industrial Reconstruction Corporation of India) and as a security for repayment of the said loans/financial assistance, MBIL had created



- a charge by way of an equitable mortgage on the immovable properties of MBIL (including the said Property) and a charge by way of hypothecation on the movable properties of MBIL, in favour of the said Industrial Investment Bank of India.
- ii. By and under a Deed of Assignment dated 26th June, 2012 and registered with the Additional Registrar of Assurance – III, Kolkata, West Bengal under Serial No. 04499/ 2012, the said Industrial Investment Bank of India transferred and assigned all its rights, title and entitlements under the aforesaid Agreement dated 11th December, 1986 along with the underlying security interests i.e. a charge by way of an equitable mortgage on the immovable properties of MBIL and a charge by way of hypothecation on the movable properties of MBIL, in favour of one Edelweiss Asset Reconstruction Company Limited at and for the consideration and on the other terms and conditions set out therein.
- iii. By and under a Deed of Assignment dated 26th March, 2013 and registered with the Sub-Registrar of Assurances at Mumbai No. 5 under Serial No. BBE-5/3424/2013, the said Edelweiss Asset Reconstruction Company Limited transferred and assigned all its rights, title and entitlements under the Deed of Assignment dated 26th June, 2012 along with the underlying security interests i.e. a charge by way of an equitable mortgage on the immovable properties of MBIL and a charge by way of hypothecation on the movable properties of MBIL, to and in favour of Keynote Fincorp Limited (hereinafter referred to as "**Keynote**"), at and for the consideration and on the other terms and conditions set out therein.
- iv. Pursuant to the aforesaid Deed of Assignment dated 26th March, 2013, Keynote had an exclusive charge on the immovable properties of MBIL including inter alia the said Property and also a charge on the movable properties of MBIL.
- v. Thereafter, in consideration of the mutual covenants and agreements between Keynote and MBIL, the said Keynote has executed a Deed of Reconveyance dated 26th December, 2022 in respect of the said Property in favour of MBIL and the same is registered with the Sub-Registrar of Assurances at Kurla no. 1, under no. KRL1-23218-2022 (herein referred to as "**the Deed of Reconveyance**"). We have perused a photocopy of the Deed of Reconveyance.
- c. By and under a Conveyance Deed dated 27th December, 2022, made and executed between MBIL (*therein referred to as the 'Vendor'*) of the One Part and Atia Estates Private Limited, a company validly existing under



the provisions of the Companies Act, 2013, holding CIN U70102WB2013PTC194882 and having its registered office at 4B, Minto Park Syndicate, 13 D. L. Khan Road, Kolkata, West Bengal 700027 (being the Owner) (*therein referred to as the 'Purchaser'*) of the Other Part, the said MBIL sold, conveyed and transferred the said Land to and in favour of the Owner free from all claims, liens, charges and encumbrances, at and for the consideration and on the other terms and conditions set out therein (hereinafter referred to as "**the Deed of Conveyance**"). The Deed of Conveyance is duly registered with the Sub-Registrar of Assurances at Kurla No. 1 under no. KRL1-23243-2022. We have perused a photocopy of the Deed of Conveyance.

- d. It appears from the Deed of Conveyance and the Development Agreement (*as referred to hereinbelow*) that, MBIL has vide the Deed of Conveyance conveyed the said Land to and in favour of the Owner for deferred consideration, but has under the Deed of Conveyance itself released and relinquished all claims, liens, charges including inter alia the unpaid vendor's lien on the said Land and has confirmed that MBIL does not have any unpaid vendor's lien or other charge for the remainder of the consideration amount or for any other amounts over the said Land and/or any part thereof either under the provisions of Section 55 of the Transfer of Property Act, 1888 or otherwise; and that the said Land stands conveyed by MBIL in favour of the Owner free from all encumbrances, charges and liens vide the Deed of Conveyance.
- e. Thus, the Owner has by virtue of the Deed of Conveyance acquired the said Land.
- f. By and under a Development Agreement dated 27th December, 2022 (herein referred to as "**the Development Agreement**") made and executed between the Owner and the Developer herein, the Owner, has granted development rights in respect of the said Land to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The said Development Agreement is duly registered with the Sub-Registrar of Assurances at Kurla no. 1 under serial no. KRL1-23245-2022. We have perused a photocopy of the Development Agreement.
- g. In addition to the said Development Agreement, the Owner has also executed an Irrevocable Power of Attorney dated 27th December, 2022 in favour of the Developer (acting through its designated partners/representatives) and have conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the development of the said Land (hereinafter referred to as "**the Power of Attorney**"). The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Kurla no. 1 under serial no. KRL1-23246-2022. We have perused a photocopy of the Power



of Attorney.

- h. The Developer has informed us that, the Old Structures have been demolished as of the date hereof.
 - i. As per the terms of the said Development Agreement, the Developer has been authorised to construct on the said Land, new multi-storied buildings; and the Developer is entitled to sell or otherwise create third party rights in respect of the units/premises in the said new buildings (defined in the Development Agreement and hereinafter referred to as "**Sale Area**") to third parties on such terms as the Developer may deem, fit and proper.
 - j. The Development Agreement and the Power of Attorney are hereinafter collectively referred to as "**the Development Documents**".
 - k. In the circumstances, by virtue of the Development Documents, the Developer has become entitled to undertake development of the said Land on the terms and conditions mentioned in the Development Documents.
4. The name of the Owner is reflected in the Property Register Card in respect of the said Land as the holder of the said Land. We have perused a photocopy of the Property Register Card in respect of the said Land.
5. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished to us it appears that:
- a. The Developer had made an application to the Brihanmumbai Municipal Corporation (hereinafter referred to as the "**BMC**") for approval of plans for putting up construction of multi-storeyed buildings on the said Land and based on such application, the BMC has issued an Intimation of Disapproval dated 17th July, 2023, bearing number P-17047/2023/(74A/3A)/M/E Ward/DEONAR-E/IOD/1/New for construction on the said Land; and
 - b. Pursuant thereto, the BMC has also issued a dated 1st July, 2024 bearing number P-15479/2024/(CTS No. 74A/3A)/M/E Ward/DEONAR-E/CC/1/New issued by the BMC and has permitted to commence construction on the said Land to the extent set out therein.
6. You have informed us that to the best of your knowledge and further, as per the representations made by the Owner to you under the Development Agreement, the said Land is not the subject matter of any litigation or proceedings (including any arbitration proceedings) in any Court or Tribunal, nor is there any attachment on the said Land either before or after judgment.
7. In the course of the searches caused to be taken by us with the offices of Sub-Registrars of Assurances, at Mumbai, Bandra and Kurla from 1995 to 2024 (30



Years) as aforesaid, we have not come across any entries of registration of any documents (other than the documents specifically referred to herein), whereby the Owner's title to the said Land and/or the Developer's entitlement to put up construction on the said Land in accordance with the terms of the Development Documents, may be adversely affected.

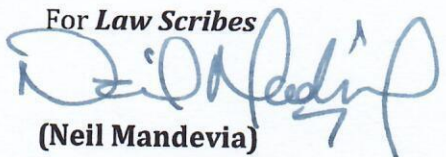
8. In pursuance of the above referred public notices issued by us, we have not received any claims/objections.
9. The Developer has informed us, that the Developer shall be making an application to the Maharashtra Real Estate Regulatory Authority for registering the project of construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA").
10. In the circumstances, in our opinion, subject to what is stated hereinabove, we are of the opinion that the Developer viz. **Supreme Sky High LLP** is entitled to undertake development of the said Land by constructing new multi-storied buildings on the said Land in accordance with the terms and conditions of the said Development Documents and in accordance with the approvals already granted and as may hereafter be granted by the BMC and the concerned authorities for carrying out construction on the said Land; and subject to the Developer obtaining registration of the project of construction on the said Land under the provisions of RERA, the Developer will be entitled to create third party rights in respect of the units/premises comprised in the Sale Area as per the terms and conditions set out in the Development Documents.

SCHEDULE

Description of the said Land

All that piece and parcel of land admeasuring 19,864.90 square meters or thereabouts, bearing CTS No. 74A/3A, of Village Deonar, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Govandi Station Road, Chembur, Mumbai 400088.

Dated this 1st day of July, 2024

For Law Scribes

(Neil Mandevia)
Advocate & Solicitor