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Ref. No.\_\_\_\_\_

#### FORMAT – A

(Circular No. 28/2021)

To,
Maharashtra Real Estate Regulatory Authority
6/7 Floor, Housefin Bhavan,
Bandra-Kurla Complex,
Bandra (East),
Mumbai 400051.

#### LEGAL TITLE REPORT

Re: All those pieces and parcels of land bearing (i) New Survey No. 99/2/1 admeasuring 19,590 square meters or thereabouts (Old Survey Nos/Hissa Nos. 99(P), 100(P), 113 and 114), (ii) New Survey Nos./Hissa No. 114/4 admeasuring 24,100 square meters or thereabouts, and (iii) New Survey No./Hissa Nos. 115/2 admeasuring approximately 7,970 square meters or thereabouts in aggregate admeasuring 51,660 square meters or thereabouts, situate, lying and being at Village Kolshet, Taluka and District Thane – 400 607 and in the Registration District and Sub-District of Thane, Maharashtra (hereinafter collectively referred to as "the said Property").

We have investigated the title of the said Property at the request of **Purva Oak Private Limited**, a company duly incorporated under the provisions of the Companies Act, 2013 and having its registered office at 130/2, Ulsoor Road, Bangalore 560042 and corporate office at One BKC, C-Wing, 13th Floor, Unit No. 1307, Plot No. C-66, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra ("**Promoter**") and perused the following documents i.e.:

#### Description of the said Property:

All those pieces and parcels of land bearing (i) New Survey No. 99/2/1 admeasuring 19,590 square meters or thereabouts (Old Survey Nos/Hissa Nos. 99(P), 100(P), 113 and 114), (ii) New Survey Nos./Hissa No. 114/4 admeasuring 24,100 square meters or thereabouts, and (iii) New Survey Nos/Hissa Nos. 115/2 admeasuring approximately 7,970 square meters or thereabouts in aggregate admeasuring 51,660 square meters or thereabouts, situate, lying and being at Village Kolshet, Taluka and District Thane and in the Registration District and Sub-District of Thane, Maharashtra (hereinafter collectively referred to as "the said Property").

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### (2) The Documents of Allotment in respect of said Property:

- A. Survey No.99, Hissa No.2/1 admeasuring 19,590 square meters ("Land 1"):
  - (i) Sale Certificate (For Immovable Property) [under Rule 9(6) of Security Interest (Enforcement) Rules, 2002] dated 07th June, 2024 duly registered at the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14249 of 2024 on 10th June, 2024, VSJ Investments Private Limited sold to the Promoter all rights in respect of all that piece and parcel of land bearing New Survey No. 99, Hissa No.2 (which is now changed to Survey No.99, Hissa No.2/1) bearing Old Survey Nos. 99(part), 100(part), 113 and 114/3, admeasuring 19,589.7 square meters (now as per 7/12 extract 19,590 square meters) situate at Village Kolshet, Taluka & District Thane, Maharashtra for the consideration and on the terms and conditions recorded therein on "As is where is", "As is what is", and "whatever there is basis":
  - (ii) Deed of Conveyance dated 7th June, 2024 duly registered at the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14248 of 2024 on 29th August, 2024 made between Man Realty Limited and Promoter for formal conveyance of all its right, title and interest in respect of all that piece and parcel of land bearing New Survey No. 99, Hissa No.2 (which is now changed to Survey No.99, Hissa No.2/1) bearing Old Survey Nos. 99(part), 100(part), 113 and 114/3, admeasuring 19,589.7 square meters (now as per 7/12 extract 19590 square meters) situate at Village Kolshet, Taluka & District Thane, Maharashtra for the payment made under Sale Certificate dated 07th June, 2024;

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- (iii) Power of Attorney dated 07th June, 2024 duly registered at the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14253 of 2024 on 20th August, 2024 executed by Man Realty Limited in favour of the Promoter for doing and performing all acts, deeds, matters and things in relation to all that piece and parcel of non-agricultural land bearing New Survey No. /Hissa No. 99/2/1 (bearing old Survey Nos. 99(part), 100(part), 113 and 114) admeasuring 19,590 square meters situate at Village Kolshet, Taluka & District Thane, Maharashtra.
- B. Survey No.114, Hissa No.4(part) admeasuring 15,185 square meters and Survey No. 115, Hissa No.2 admeasuring 7,970 square meters ("Land 2") and Survey No. 114, Hissa No. 4 (part) admeasuring 8,915 square meters ("Land 3"):
  - (i) Sale Certificate (For Immovable Property) [under Rule 9(6) of Security Interest (Enforcement) Rules, 2002] dated 07th June, 2024 duly registered at the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14243 of 2024 on 10th June 2024, VSJ Investments Private Limited sold to the Promoter all those pieces and parcels of land bearing (i) Survey No. 114, Hissa No.4 (part) admeasuring 15,185 square meters and Survey No. 115, Hissa No.2, admeasuring 7,970 square meters aggregately admeasuring 23,155 square meters situate at Village Kolshet, Taluka and District Thane, Maharashtra comprising of the project known as "One Park Avenue" alongwith construction thereon for the consideration and on the terms and conditions recorded therein on "As is where is", "As is what is", and "whatever there is basis";
  - (ii) Power of Attorney dated 07th June, 2024 duly registered with Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14246 of 2024 on 20th August, 2024 executed by MRL in



favour of the Promoter for doing and performing all acts, deeds, matters and things in relation to all that piece and parcel of non-agricultural land bearing New Survey No. /Hissa No. 114/4 admeasuring 8,915 square meters situate at Village Kolshet, Taluka & District Thane, Maharashtra;

- (iii) Power of Attorney dated 07th June, 2024 duly registered with Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14247 of 2024 on 4th September, 2024 executed by MRL in favour of the Promoter for doing and performing all acts, deeds, matters and things in relation to all that pieces and parcels of land bearing Survey No. 114, Hissa No.4 (part) admeasuring 15,185 square meters and Survey No. 115, Hissa No.2, admeasuring 7,970 square meters aggregately admeasuring 23,155 square meters situate at Village Kolshet, Taluka & District Thane, Maharashtra.
- (3) 7/12 extracts in respect of the said Property stands in the name of the Promoter.
- We have caused searches to be conducted in respect to the said Property. The Search Report dated 21st October, 2024 of the search clerk Mr. E.S. Gaokar in respect of the said Property conducted at the Office of the Sub-Registrar of Assurances Mumbai, at Old Custom House, Fort, Mumbai from the year 1995 to 2024 (30 years) and online E-Search on the website of the Inspector General of Registration (IGR Website), in respect of the said Property from the year 1995 to 2024 (30 years). A copy of the Search Report is enclosed herewith as **Annexure** "A".
- 2. On perusal of the above mentioned documents and all relevant documents relating to title of the said Property and subject to the mortgage created by the Promoter and subject to the area handed over/ surrendered to the Thane Municipal Corporation and subject to our observations and relying on the Declaration dated 20th March, 2025, executed by the Promoter and based on





the steps taken by us for investigating the title of the Promoter to the said Property, we are of the opinion that the title of the Promoter to the balance of the said Property is clear, marketable and without any encumbrances.

### Owner of the said Property

- (1) Purva Oak Private Limited is the owner of the said Property (except area handed over to the TMC).
- (2) Qualifying remarks As mentioned in Flow of the Title of the said Property as enclosed herewith as Format- A;
- 3. The report reflecting the flow of title of the said Property is enclosed herewith as Format- A.
- Encl: 1. **Format "A"** Flow of the Title of the said Property.
  - 2. **Annexure "A" -** Search Report dated 21st October, 2024.
  - 3. **Annexure "B"** Online Litigation Search Report dated 25<sup>th</sup> October, 2024 submitted by Cubictree Technology Solutions Pvt. Ltd.
  - 4. **Annexure "C"** DSK Legal Title Certificate dated 30th April, 2024.
  - 5. **Annexure "D"** List of Litigations

Dated this 20th day of March, 2025

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Advocate & Solicitors

Partner

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#### FORMAT - A

(Circular No.28/2021)

### FLOW OF THE TITLE OF THE SAID PROPERTY

- A. Survey No./Hissa No. 99/2/1 admeasuring 19,590 square meters ("Land 1"):
  - (i) By and under an Agreement for Sale dated 31st July, 2015 (hereinafter referred to as the "said Agreement for Sale") executed between M/s. Oriental Industries, through their partners (i) Mrs. Indervarsha Anand, (ii) Surendra Anand, and (iii) Deepak Anand, therein referred to as the Vendor of the First Part, (i) Mohan Anand and (ii) Mrs. Manorama Sethi, therein referred to as the Confirming Parties of the Second Part and Man Realty Limited ("MRL"), therein referred to as the Purchaser of the Third Part (sister concern and nominated by Man Global Limited) and registered with the office of the Sub-Register of Assurances at Thane under the Serial No. TNN-12-139 of 2015, M/s. Oriental Industries have agreed, with the confirmation of the Confirming Parties therein, subject to grant of permission by the State Government, to transfer and convey Land 1 to the said MRL, for the consideration of Rs.35,00,00,000/- out of which Rs.17,50,00,000/was paid under the said Agreement for Sale and balance to be paid in the manner and on the terms and conditions as stated therein:
  - (ii) Pursuant to the said Agreement for Sale, M/s. Oriental Industries executed a Power of Attorney dated 31st July, 2015 in favour MRL and its directors to perform various powers set out therein including the power to execute and register the Deed of Conveyance in respect of Oriental Land on the terms and conditions recorded therein. The said Power of Attorney is registered with the Sub-Registrar of Assurances at Thane under Serial No. 143 of 2015;
  - (iii) Pursuant to the said Agreement for Sale, Mohan Anand and Manorama Sethi also executed a Power of Attorney dated 31st July, 2015 in favour MRL and its directors to perform various powers set out therein including the power to execute and register the Deed of



Conveyance in respect of Land 1 on the terms and conditions recorded therein. The said Power of Attorney is registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No. 140 of 2015:

(iv) Upon having received the Collector Order dated 20th March, 2024, pursuant to the said Agreement for Sale, by and under a Deed of Conveyance dated 03rd April, 2024 duly registered at the Office of the Sub-Registrar of Assurances at Thane under serial no. TNN-5/6277 of 2024 made between M/s. Oriental Industries (through its constituted attorney Mrs. Chanpreet Mansukhani) with the confirmation of Mohan Anand and Manorama Sethi (through their constituted attorney Mrs. Chanpreet Mansukhani) sold, transferred and conveyed to MRL Land 1 for the consideration and on the terms and conditions recorded therein;

Prior to execution and registration of aforesaid Deed of Conveyance dated 03<sup>rd</sup> April, 2024, MRL had vide its letter dated 24<sup>th</sup> March, 2024 made the payment of balance consideration of Rs. 80,96,013/- to the partners of M/s. Oriental Industries and Confirming Parties under the said Agreement for Sale after deducting a sum of Rs.16,69,03,998/- from the balance consideration of Rs.17,50,00,000/-.

- (v) Narayanan and Narayanan, Advocates and Solicitors of M/s. Oriental Industries vide their letter dated 11th April, 2024 inter alia challenged the execution and registration of Deed of Conveyance on the grounds stated therein;
- (vi) Pursuant to the aforesaid Deed of Conveyance dated 03<sup>rd</sup> April, 2024, name of MRL got mutated in the land revenue records of Land 1 as holder thereof with remark in other rights column that "transfer without prior permission of competent authority is restricted land allotted to Housing society/industrial units/educational institutions";
- (vii) In terms of Government Circular of 11th January 2018 and 29th June 2022, the tenure of Land 1 is Class-II;



It is observed from Bombay High Court Order dated 25th August, 2021 (viii) in Writ Petition No. 4605 of 2021 filed by one Ramabhau Mahadeo Tayde against State of Maharashtra and others challenging the allotment of the Land 1 to M/s. Oriental Industries as the same being in contravention of the sanad terms and conditions. It further appears from the High Court order that, enquiry was conducted by Sub-Divisional Officer under the instructions of Collector and held that prior permission of the State Government had not been obtained for transfer of Land 1 to M/s. Oriental Industries and thus there was a breach of the terms and conditions and therefore Land 1 be returned to the State Government. Against the order of Sub-Divisional Officer dated 05.10.2017, M/s. Oriental Industries and Anr. filed statutory appeal before Additional Commissioner, Konkan and vide its order dated 14.02.2018, the Additional Commissioner quashed and set aside SDO's order dated 05.10.2017 with direction to mutate the name of M/s. Oriental Industries to the land revenue records. The said Writ Petition no. 4605 of 2021 was dismissed by the High Court, Bombay for the reasons mentioned therein including observing that petitioner Mr. Tayde had no locus in the matter.

Mr. Tayde, Applicant in Interim Application no. 1862 of 2021 in Writ Petition no. 3565 of 2021 (filed by Oriental Industries against State of Maharashtra) informed the court that, Writ Petition no. 4605 of 2021 filed by him against State of Maharashtra and others having been dismissed by the Court, he is filing revision application (presumably against the order of Additional Commissioner) and therefore sought liberty to withdraw Interim Application which was allowed by the Hon'ble High Court.

We have not been provided any information about whether the revision application was filed by Mr. Tayde or not and if filed, then the present status thereof.



- B. Survey No./Hissa No.114/4(part) admeasuring 15,185 square meters and Survey No./Hissa No.115/2 admeasuring 7,970 square meters ("Land 2"):
  - (i) By and under a Deed of Conveyance dated 31st July, 2015, made between Macks Hard Private Limited, therein referred to as the Sellers of the One Part and the said MRL (sister concern and nominated by Man Global Limited), therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar of Assurances at Thane under the serial No. TNN-12-137 of 2015, Macks Hard Private Limited sold, transferred and conveyed to MRL the Land 2 (which area was reflected as 23,155 square meters), at or for the consideration and terms mentioned therein:
  - (ii) Pursuant to the aforesaid Deed of Conveyance dated 31st July 2015, Macks Hard Private Limited executed a Power of Attorney dated 31st July, 2015 in favour of MRL through its Directors (i) Deepa Mansukhani and (ii) Chanpreet Mansukhani, to perform various powers as contained therein. The said Power of Attorney is registered with the Office of the Sub-Registrar of Assurances under serial no. TNN-12-138 of 2015;
  - (iii) By and under a Declaration cum Indemnity dated 31st July, 2015, (i) Kishorilal Anand, (ii) Mrs. Indervarsha Kishorilal Anand, the Directors of Macks Hard Private Limited, have, jointly and severally, declared and confirmed that the Original Conveyance dated 12th January, 1961 is not in their possession and the same is misplaced and that Macks Hard Private Limited has not created any kind of charge, lien or any equitable mortgage by depositing the Original Conveyance dated 12th January, 1961 and relying on the veracity and the declaration of Macks Hard Private Limited, MRL has purchased Land 2 and Macks Hard Private Limited has agreed to indemnify and keep indemnified MRL from and against any demands, claims and actions and any loss, litigation, damages or expenses that maybe caused on account of any liability suffered by MRL:



- (iv) By a Deed of Rectification dated 6th February, 2016 made and entered into between Macks Hard Private Limited (through its Constituted Attorney MRL), therein referred to as the Seller of the One Part and MRL, therein referred to as the Purchaser of the Other Part and bearing registration no. TNN-10-2045 of 2016, the parties therein rectified the area of Land 2 to reflect as 24,616 square meters which was inadvertently recorded as 23,155 square meters;
- (v) By a Deed of Cancellation dated 19th July, 2023 made and entered into between Macks Hard Private Limited (through its Constituted Attorney MRL), therein referred to as the Seller of the One Part and MRL, therein referred to as the Purchaser of the Other Part and registered with the Office of the Sub-Registrar of Assurances under serial no. TNN-12-10408 of 2023, the parties therein cancelled and terminated the Deed of Rectification dated 6th February, 2016 and in view of such cancellation, the area of Land 2 shall be read and construed as per the area described in the Deed of Conveyance dated 31st July, 2015, i.e. 23,155 square meters;

# C. Survey No./Hissa No. 114/4(part) admeasuring 8,915 square meters ("Land 3")

- (i) By and under a Deed of Conveyance dated 1st August, 2015, made between Lal Roe Measuring Tools Private Limited, therein referred to as the Seller of the One Part, and MRL, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar of Assurances at Thane under the Serial No. TNN-12-141 of 2015, Lal Roe Measuring Tools Private Limited sold, transferred and conveyed to MRL, the Land 3, at or for the consideration and terms mentioned therein;
- (ii) Pursuant to the aforesaid Deed of Conveyance dated 1st August, 2015, Lal Roe Measuring Tools Private Limited, through its directors (i) Kishorilal Anand and (ii) Surendra Anand Lal executed an Irrevocable Power of Attorney dated 1st August, 2015 in favour MRL and its directors, (i) Deepa Rameshchandra Mansukhani and (ii) Chanpreet N. Mansukhani for performing various power contained therein. The



- said Power of Attorney is registered with the office of the Sub-Register of Assurances at Thane under the Serial No. TNN-12-142 of 2015;
- (iii) By a Deed of Rectification dated 19th July, 2023 made and entered into between Lal Roe Measuring Tools Private Limited, (through its Constituted Attorney MRL), therein referred to as the Seller of the One Part and MRL, therein referred to as the Purchaser of the Other Part and bearing registration no. TNN-12-10409 of 2023, the parties therein rectified the area of the Land 3 to reflect as 8,915 square meters which was inadvertently recorded as 8,915 square yards equivalent to 7,454 square meters;
- (iv) Narayanan and Narayanan, Advocates and Solicitors of Lal Roe Measuring Tools Pvt. Ltd. vide their letter dated 28th November 2023 challenged the execution and registration Deed of Rectification by misusing the Power of Attorney dated 1st August, 2015 for rectification of area 8,915 square yards to 8,915 square meters;
- D. Pursuant to a loan agreement dated 22nd December, 2017 ("Loan Agreement") executed between Dewan Housing Finance Corporation Limited ('DHFL') (which has now been amalgamated with Piramal Capital & Housing Finance Limited ("PCHFL") by virtue of an Order dated June 07, 2021 passed by the National Company Law Tribunal, Mumbai Bench) and Man Realty Limited ('MRL'), MRL availed a term loan up to Rs. 800,00,00,000/-(Rupees Eight Hundred Crores only) ("Loan"). To secure the Loan, interest, and all other amounts as stated in the Loan Agreement, MRL inter-alia created security by way of mortgage and charge over the rights, title and interest of MRL in the said Property in terms of the Deed of Simple Mortgage dated January 12, 2018 ("Mortgage Deed"). Pursuant to the deed of assignment dated 14th July, 2022, PCHFL has assigned the Loan/financial debt along with all underlying securities to VSJ Investments Private Limited ("Lender/VSJ").
- E. MRL defaulted in the repayment of the outstandings in terms of the Loan. In view thereof, PCHFL has filed various proceedings against MRL and other obligors to recover the outstanding loan/financial debt. Pursuant to the



assignment of the Loan, the Lender/VSJ has substituted itself in place of PCHFL in all such proceedings.

- F. The Lender/VSJ has initiated proceedings in terms of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") and has taken symbolic possession of the mortgaged properties mortgaged in terms of the Mortgage Deed, on 30<sup>th</sup> October, 2023, in terms of Section 13(4) of SARFAESI Act. A notice of sale has also been issued to MRL and other security providers.
- G. Vide an order dated 2<sup>nd</sup> November, 2023 passed by the National Company Law Tribunal, Mumbai in the Company Petition (IB)579/MB/2023, the Petition filed under Section 7 of IBC Code was admitted and the Corporate Insolvency Resolution Process was initiated against MRL. By an order dated 9<sup>th</sup> November, 2023 ("Admission Order") passed in the Company Appeal (AT) no.1436-1438 of 2023 filed by Mr. Niranjan Muley, the suspended director of MRL, the National Company Law Appellate Tribunal ("NCLAT") has stayed the operation of the order dated 2<sup>nd</sup> November, 2023 and which Admission Order was extended from time to time.
- H. In terms of the settlement arrived at between MRL and Lender/VSJ for settlement of financial debt of the Lender/VSJ, an Agreement dated 26th April, 2024 ("Settlement Agreement") came to be executed between Lender/VSJ, MRL and the Promoter whereby the said Property was proposed to be sold by the Lender/VSJ to the Promoter on "as is where is" "as is what is" and "whatever there is basis" by way of private treaty under SARFAESI Act, 2002 with the irrevocable consent of MRL dated 26th April, 2024 as required under the provisions of SARFAESI for the settlement amount agreed therein;
- In terms of the Settlement Agreement, Lender/VSJ filed Consent Application before NCLAT on 08th May, 2024 inter alia recording therein that, Lender/VSJ had given 30 days' notice for auction of the said Property under SARFAESI during the Corporate Insolvency Resolution Process ("CIRP") of MRL and also execution and registration of Deed of Conveyance dated 03rd April, 2024 in respect of Land 1 having taken place during CIRP of MRL and that Lender/VSJ and MRL wish to settle the financial debt by selling the



- said Property to the Promoter in the manner stated therein and withdrawal of all litigations filed against each other by Lender/VSJ and MRL.
- Pursuant to settlement between the said MRL, the Lender/VSJ and the Promoter, NCLAT, New Delhi vide its order dated 31st May, 2024 in Company Appeal (AT) (Insolvency) No. 1436 & 1438 of 2023 & I.A. No. 3925, 3926 of 2024, has set aside the Admission Order dated 02nd November, 2023 passed by NCLT, and MRL (i.e. Corporate Debtor) is freed from the CIRP and disposed of the Appeal;
- K. Upon MRL being freed from CIRP pursuant to aforesaid NCLAT Order dated 31st May, 2024, the Board of Director of MRL passed a Resolution on 31st May, 2024 for (1) Ratification of actions taken by the suspended Board of Directors, Execution of Conveyance Deed in respect of Land 1 (defined therein) and ancillary actions, and (2) Execution of Conveyance Deed, Project Management Agreement and other ancillary documents, more particularly set out therein;
- L. In response to the Notice of Sale dated 31st May, 2024 given by the Lender/VSJ to MRL under the provisions of Security Interest (Enforcement) Rules, 2002, MRL has, vide its letter of the same date i.e. 31st May, 2024 addressed to Lender/VSJ, waived all and any objection in connection with the private treaty sale of the said Property to the Promoter including but not limited to the time period for notice of sale as specified in Security Interest (Enforcement) Rules, 2002 for sale of property and valuation and MRL has given its unconditional and irrevocable consent for private treaty sale of the said Property to the Promoter;
- M. 2/3rd allottees of the project known as "One Park Avenue Avenue 1" consisting Ground + 25 floors and "One Park Avenue Avenue 6" consisting Ground + 26 floors under construction on Land 1 and Land 2 ("Existing Project") have given their consent inter alia for change of promoter under Section 15 of Real Estate (Regulation and Development) Act, 2016.
- N. By and under a Sale Certificate (For Immovable Property) [under Rule 9(6) of Security Interest (Enforcement) Rules, 2002] dated 07th June, 2024 duly

registered at the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14243 of 2024 on 10th June, 2024, VSJ/Lender sold to the Promoter the Land 2 and Land 3 in aggregate admeasuring 32,070 square meters situate at Village Kolshet, Taluka & District Thane, Maharashtra comprising of the project known as "One Park Avenue" alongwith construction thereon for the consideration and on the terms and conditions recorded therein on "As is where is", "As is what is", and "whatever there is basis".

- O. By and under a Sale Certificate (For Immovable Property) [under Rule 9(6) of Security Interest (Enforcement) Rules, 2002] also dated 07th June, 2024 duly registered at the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14249 of 2024 on 10th June, 2024, VSJ/Lender sold to the Promoter all rights in respect of Land 1 situate at Village Kolshet, Taluka & District Thane, Maharashtra for the consideration and on the terms and conditions recoded therein on "As is where is", "As is what is", and "whatever there is basis".
- P. Since only rights of MRL under Oriental Agreement for Sale dated 31st July, 2015 have been sold by VSJ/Lender to the Promoter under above referred Sale Certificate dated 07th June, 2024, MRL has, by obtaining prior permission dated 31st May, 2024 from Collector, Thane for the transfer of Land 1, by and under a Deed of Conveyance dated 7th June, 2024 formally conveyed to the Promoter all its right, title and interest in respect of Land 1 situate at Village Kolshet, Taluka & District Thane, Maharashtra for the payment made under Sale Certificate dated 07th June, 2024. The said Deed of Conveyance is duly registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14248 of 2024 on 29th August, 2024.
- Q. MRL executed a Power of Attorney dated 07th June, 2024 in favour of the Promoter for doing and performing all acts, deeds, matters and things in relation to Land 1 situate at Village Kolshet, Taluka & District Thane, Maharashtra. The said Power of Attorney is duly registered with Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14253 of 2024 on 20th August, 2024.

- R. MRL executed a Power of Attorney dated 07th June, 2024 in favour of POPL for doing and performing all acts, deeds, matters and things in relation to Land 2 all that pieces and parcels of land bearing Survey No. 114, Hissa No.4 (part) admeasuring 15,185 square meters and Survey No. 115, Hissa No.2, admeasuring 7,970 square meters aggregately admeasuring 23,155 square meters situate at Village Kolshet, Taluka & District Thane, Maharashtra. The said Power of Attorney is duly registered with Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14247 of 2024 on 4th September, 2024.
- S. MRL executed a Power of Attorney dated 07th June, 2024 in favour of the Promoter for doing and performing all acts, deeds, matters and things in relation to Land 3 situate at Village Kolshet, Taluka & District Thane, Maharashtra. The said Power of Attorney is duly registered with Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14246 of 2024 on 20th August, 2024.
- T. By and under a Deed of Confirmation dated 13th June, 2024 duly registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14792 of 2024 on 13th June, 2024 made between Lal-Roe Measuring Tools Private Limited, therein referred to as Lal-Roe of the One Part and MRL of the Other Part, Lal Roe inter alia confirmed the title of MRL to area admeasuring 8,915 square meters of Land 3 and relinquished all its claims in the manner more particularly recorded therein.
- U. By and under a Deed of Confirmation dated 13th June, 2024 duly registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/14781 of 2024 on 13th June, 2024 made between M/s. Oriental Industries, therein referred to as the Seller of the First Part and (1) Mrs. Jyotsna Nevatia, (2) Mrs. Shalini Talwar, (3) Gautam Anand, (4) Bharat Anand, (5) Ms. Kavita Singh, therein referred to as the Confirming Parties No.1 of the Second Part and (1) Ms. Geeta Anand (2) Ms. Mona Anand, therein referred to as the Confirming Parties No.2 of the Third Part and Mrs. Manorama Sethi, therein referred to as the Confirming Parties No.3 of the Fourth Part and MRL, therein referred to as MRL of the Fifth Part, the Seller and the Confirming Parties therein confirmed and ratified the Deed of



### Law Point

ADVOCATES & SOLICITORS

Conveyance dated 03<sup>rd</sup> April, 2024 executed by Mrs. Chanpreet N. Mansukhani as constituted attorney of the Seller, Mr. Mohan Anand and Confirming Party No.3 and registered at Thane Sub-Registry under Serial No. TNN-5/6277 of 2024 and confirmed that Land 1 stood transferred and conveyed to MRL for the consideration and in the manner more particularly recorded therein.

- V. Vide Letter dated 13th June, 2024 addressed by Macks Hard Private Limited to MRL, Macks Hard Private Limited have unconditionally withdrawn its claims and challenges against MRL and undertaken not to prosecute its grievances against MRL and/or its assigns and successors in title and that the Deed of Conveyance between Macks Hard Private Limited and MRL dated 31st July, 2015 in respect of Land 2 is binding upon Macks Hard Private Limited.
- W. In the manner as aforesaid, the Promoter became the owner of the said Property and is seized and possessed of and otherwise well and sufficiently entitled to the said Property.
- X. Pursuant to application made by the Promoter to MahaRERA for change of promoter of the Existing Project, MahaRERA issued Registration Certificate of Project in Form 'C' to the Promoter in respect of Real Estate Projects known as ONE PARK AVENUE AVENUE 1 and ONE PARK AVENUE AVENUE 6 dated 13th August, 2024 and 20th August, 2024 respectively.
- Y. After the Promoter becoming the owner of the said Property, by and under a Project Management Agreement dated 12th July, 2024 duly registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-8/19773 of 2024 on 20th August, 2024 made between the Promoter, therein referred to as the Owner of the One Part and MRL, therein referred to as the Project Manager of the Other Part, the Promoter appointed MRL as project manager in respect of the project to be developed on the said Property for the compensation and on the terms and conditions recorded therein.
- Z. By and under an Indenture of Mortgage dated 16th October, 2024 duly registered with the Office of the Sub Registrar Thane under Serial No. TNN-

11/18403 of 2024 on 16th October, 2024 made between the Promoter, therein referred to as the Mortgagor or Issuer and Catalyst Trusteeship Limited, therein referred to as the Debenture Trustee, the Mortgagor or Issuer therein created a first ranking charge by way of a registered English Mortgage without possession over the said Property to secure the Secured Obligations as defined therein in favour of the Debenture Trustee (acting on behalf of the Debenture Holders as stated under the Debenture Trust Deed dated 12th July, 2024 as stated therein) and the Debenture Trustee held the Security Interest therein being the said Property upon trust for its benefit (on behalf of the Debenture Holders as stated under the Debenture Trust Deed dated 12th July, 2024 as stated therein) subject to the powers and provisions as contained therein and in the Debenture Documents as stated therein for the due payment of the Secured Obligations as stated therein and in the manner as is more particularly recorded therein.

#### AA. **Declarations:**

- February, 2016 duly registered with the Office of the Joint Sub-Registrar Thane 10 under Serial No. TNN-10-2491/2016, executed by Mr. Nikhil Mansukhani in his capacity as Director of MRL, Mr. Nikhil Mansukhani had *inter alia* declared that part of the said Property bearing Survey Nos. 99/2 (P), 114/4 (P) and 115/2 (P), admeasuring in the aggregate 6370.49 square meters or thereabouts, was reserved under the Development Plan for the purpose of 30.0 wide H.C.M.T.R and was surrendered and handed over free of cost by Mr. Nikhil Mansukhani in his capacity as Director of MRL to the Thane Municipal Corporation of Thane and that in view of such surrender the same now vests with the Thane Municipal Corporation;
- (ii) Pursuant thereto, by and under a Possession Receipt dated 23<sup>rd</sup> February, 2016 issued by the Thane Municipal Corporation, Mr. Nikhil Mansukhani in his capacity as Director of MRL handed over to the Thane Municipal Corporation and the Thane Municipal Corporation took over part of the said Property bearing Survey Nos. 99/2 (P), 114/4 (P) and 115/2 (P), admeasuring in the aggregate



### LAW POINT

6370.49 square meters or thereabouts. However, the separate 7/12 extracts are yet to be generated by the revenue department in favour of the Thane Municipal Corporation as owner of its respective areas;

- (iii) By and under a Declaration-cum-Indemnity Bond dated 13th February, 2016 duly registered with the Office of the Joint Sub-Registrar Thane 10 under Serial No. TNN-10-2492/2016, executed by Mr. Nikhil Mansukhani in his capacity as Director of MRL, Mr. Nikhil Mansukhani had inter alia declared that part of the said Property bearing Survey No. 114/4 (P), admeasuring 415.74 square meters or thereabouts, was reserved under the Development Plan for the purpose of Park Reservation No. 5 and was surrendered and handed over free of cost by Mr. Nikhil Mansukhani in his capacity as Director of MRL to the Thane Municipal Corporation of Thane and that in view of such surrender the same now vests with the Thane Municipal Corporation;
- (iv) Pursuant thereto, by and under a Possession Receipt dated 23rd February, 2016 issued by the Thane Municipal Corporation, Mr. Nikhil Mansukhani in his capacity as Director of MRL handed over to the Thane Municipal Corporation and the Thane Municipal Corporation took over part of the said Property bearing Survey No. 114/4 (P), admeasuring 415.74 square meters or thereabouts. However, the separate 7/12 extract is yet to be generated by the revenue department in favour of the Thane Municipal Corporation as owner of its respective area;
- (v) By and under a Declaration-cum-Indemnity Bond dated 13th February, 2016 duly registered with the Office of the Joint Sub-Registrar Thane 10 under Serial No. TNN-10-2487/2016, executed by Mr. Nikhil Mansukhani in his capacity as Director of MRL, Mr. Nikhil Mansukhani had inter alia declared that part of the said Property bearing Survey No. 99/2 (P), admeasuring 130.93 square meters or thereabouts, was reserved under the Development Plan for the purpose of 40 meters wide D.P. Road and was surrendered and handed over free of cost by Mr. Nikhil Mansukhani in his capacity as

Director of MRL to the Thane Municipal Corporation of Thane and that in view of such surrender the same now vests with the Thane Municipal Corporation;

- (vi) Pursuant thereto, by and under a Possession Receipt dated 23<sup>rd</sup> February, 2016 issued by the Thane Municipal Corporation, Mr. Nikhil Mansukhani in his capacity as Director of MRL handed over to the Thane Municipal Corporation and the Thane Municipal Corporation took over part of the said Property bearing Survey No. 99/2 (P), admeasuring 130.93 square meters or thereabouts. However, the separate 7/12 extract is yet to be generated by the revenue department in favour of the Thane Municipal Corporation as owner of its respective area;
- (vii) By and under a Declaration-cum-Indemnity Bond dated 13th February, 2016 duly registered with the Office of the Joint Sub-Registrar Thane 10 under Serial No. TNN-10-2490/2016, executed by Mr. Nikhil Mansukhani in his capacity as Director of MRL, Mr. Nikhil Mansukhani had inter alia declared that part of the said Property bearing Survey No. 99/2 (P) and 115/2 (P), admeasuring in the aggregate 8278.09 square meters or thereabouts, was reserved under the Development Plan for the purpose of Garden Reservation No.3 and was surrendered and handed over free of cost by Mr. Nikhil Mansukhani in his capacity as Director of MRL to the Thane Municipal Corporation of Thane and that in view of such surrender the same now vests with the Thane Municipal Corporation;
- (viii) Pursuant thereto, by and under a Possession Receipt dated 23rd February, 2016 issued by the Thane Municipal Corporation, Mr. Nikhil Mansukhani in his capacity as Director of MRL handed over to the Thane Municipal Corporation and the Thane Municipal Corporation took over part of the said Property bearing Survey No. 99/2 (P) and 115/2, admeasuring in the aggregate 8278.09 square meters or thereabouts. However, the separate 7/12 extracts are yet to be generated by the revenue department in favour of the Thane Municipal Corporation as owner of its respective areas;



### LAW POINT

- (ix) By and under a Declaration-cum-Indemnity Bond dated 13th February, 2016 duly registered with the Office of the Joint Sub-Registrar Thane 10 under Serial No. TNN-10-2489/2016, executed by Mr. Nikhil Mansukhani in his capacity as Director of MRL, Mr. Nikhil Mansukhani had interalia declared that part of the said Property bearing Survey No. 99/2 (P), admeasuring 1038.60 square meters or thereabouts, was reserved under the Development Plan for the purpose of 60 mm wide Ghodbunder Road and was surrendered and handed over free of cost by Mr. Nikhil Mansukhani in his capacity as Director of MRL to the Thane Municipal Corporation of Thane and that in view of such surrender the same now vests with the Thane Municipal Corporation;
- Pursuant thereto, by and under a Possession Receipt dated 23rd February, 2016 issued by the Thane Municipal Corporation, Mr. Nikhil Mansukhani in his capacity as Director of MRL handed over to the Thane Municipal Corporation and the Thane Municipal Corporation took over part of the said Property bearing Survey No. 99/2 (P), admeasuring 1038.60 square meters or thereabouts. However, the separate 7/12 extract is yet to be generated by the revenue department in favour of the Thane Municipal Corporation as owner of its respective area;
- BB. In the manner as aforesaid, subject to mortgage as stated in paragraph "Z" hereinabove and subject to area admeasuring 16,233.85 square meters or thereabouts of the said Property having been handed over by MRL to the Thane Municipal Corporation in the manner as stated in paragraph "AA" hereinabove the Promoter is the owner of the balance of the said Property. Although 7/12 extracts in respect of the area handed over / surrendered to the Thane Municipal Corporation is yet to be generated in the name of the Thane Municipal Corporation.
- CC. We have caused Public Notices issued in (i) Times of India (English daily) dated 21st November, 2024; (ii) Thane Vaibhav (Marathi daily) dated 21st November, 2024; and (iii) Navshakti (Marathi daily) dated 21st November, 2024 inviting claims from any third parties against the Promoter in relation

to the said Property and we have not received any claims / objections in response to the aforesaid public notices until this date.

- DD. The Index-II Search Report dated 21st October, 2024 of the search clerk Mr. E.S. Gaokar in respect of the said Property conducted at the Office of the Sub-Registrar of Assurances Mumbai, at Old Custom House, Fort, Mumbai from the year 1995 to 2024 (30 years) and online E-Search on the website of the Inspector General of Registration (IGR Website), in respect of the said Property from the year 1995 to 2024 (30 years). A copy of the Search Report is enclosed herewith as **Annexure** "A".
- EE. Online Litigation Search Report dated 25th October, 2024 submitted by Cubictree Technology Solutions Pvt. Ltd. in respect of the Promoter and Man Realty Ltd. (predecessor in title of the Promoter). As per the report we have not observed any litigations in respect of the said Property filed by or against the Promoter apart from the pending litigations listed in Annexure "D" hereto. Copy of the aforesaid Litigation Search Reports by Cubictree Technology Solutions Pvt. Ltd. is enclosed herewith as **Annexure** "B".
- FF. We have relied on the Title Certificate dated 30th April, 2024 issued by DSK Legal, Advocates & Solicitors to the Promoter and their observations/ qualifications/findings therein including past title flow, litigations filed and pending etc. a copy whereof was furnished to us by the Promoter and is enclosed herewith as **Annexure** "C".
- GG. We have also relied on Notarized Declaration dated 20th March, 2025 given by the Promoter through its authorized signatory.
- HH. Our liability to any parties arising from or in relation to this Report shall not in any circumstances exceed the professional fee payable to us for this mandate.

#### Sr. No.

(1) (i) Certified copy of 7/12 extract dated 23<sup>rd</sup> September 2024 in respect of Land 1 is standing in the name of the Promoter; and (ii) Digital 7/12 extract dated 03<sup>rd</sup> October, 2024 and downloaded on 15<sup>th</sup> October, 2024 in respect of Land 2 and Land 3 is standing in the name of the Promoter.



(2)(i) Mutation Entry No. 3598 in respect of Land 1 whereby name of the Promoter is recorded to the 7/12 extract as owner thereof; and (ii) Mutation Entry No. 3599 in respect of Land 2 and Land 3 whereby name of the Promoter is recorded to the 7/12 extract as owner thereof.

None

(3) Any other relevant title

(4)Litigations, if any Yes

Dated 20th day of March, 2025.

LAW POINT

Partner

Advocate & Solicitors





## ANMEXURE-A

#### CHALLAN MTR Form Number-6



GRN MH010123504202425E BARCODE				III HITTI EL DALLI	III Dat	e 21/10/2024-13:32:04	4 Form ID	
Department Inspector General Of Registration				Payer Details				
Tues of Double		TAX ID / TAI	N (If Any)					
Type of Payme		PAN No.(If A	pplicable)					
Office Name THN1_HQR SUB REGISTRA THANE URBAN 1				Full Name MR EKNATH'S GAOKAR		(AR		
Location THANE								
Year 2024-2025 One Time			Flat/Block No.					
	Account Head De	tails	Amount In Rs.	Premises/Building				
0030072201 SEARCH FEE 750.00			Road/Street	1		9		
			Area/Locali	ty				
Til Control of the Co			Town/City/E	District				
		8		PIN			X	
			Remarks (If Any)					
			KOLSHET VILLAGE DIST THANE SURVEY NO.99, 114, 115, FROM					
			1995 TO 2024 LAST 30 YEARS					
			9 2					
				Amount In	Seven H	en Hundred Fifty Rupees Only		
<b>Total</b> 750.00			Words					
Payment Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	0300617202410210	0642 579795221	
Cheque/DD No	),			Bank Date	RBI Date	21/10/2024-13:32:56	Not Verified with RBI	
Name of Bank			Bank-Branch PUNJAB NATIONAL BANK					
Name of Branch			Scroll No., Date		Not Verified with So	Not Verified with Scroll		

Department ID : Mobile No. : 9820083087 NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document सदर चलन "टाइप ऑफ पेमेट" मध्ये नमुद कारणासाढीच लागु आहे . इतर कारणासाढी किंवा नीदणी न करावयाच्या दस्तांसाठी लागु नाही . \* - - - 6 7 3

X X

»

### EKNATH S. GAOKAR (SEARCH CLERK)

18/B/2, Raja Bahadur Mansion, 2nd Floor, 2 Homi Modi Cross Street, Off. Fort Chamber, Roshni Xerox, Mumbai-400023

Mob. Nos. 9820083087 9969259726 Email - gaokar786.1830@rediffmail.com Pan No. AIPPG8914Q

Date: 21-10-2024

To.

Law Point. Advocates & Solicitors. 301, Vaibhav Chambers, 3rd Floor, Opp. Income-Tax Office, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051.

### ATTEN: Shrikant Kherkar.

Re:

Investigation of title of property being "All that piece and parcel of land bearing:

(i) Survey no. 99, Hissa no. 2/1 (old Survey no. 99/2) corresponding to old Survey no. 99 (part), 100 (part), 113 and 114/3

(ii) Survey no. 114, Hissa No. 4

(iii) Survey no. 115, Hissa no. 2

situated at Village Kolshet, Taluka and District

Thane, Maharashtra.

Sir/Madam,

Under your instructions, I have caused search to be taken in respect of abovementioned property in the office of the Sub Registrar of Assurances at Old Custom House, Mumbai from 1995 to 2024 (Last 30 Years) and from online E-search from the year 1995 To, 2024 (Last 30 years).

During the course of search I have found the following documents registered /indexed therein.

### From the year 1995 To, 2024 (Last 30 Years) at S.R.O. Mumbai

1995}
To, } - Nil
2001}

2002 - Partly Torn
2003 - Nil
2004 - Nil
2005 - Nil
2006 - Nil
2007 - Partly Torn
2008 - Torn
2009 - Partly Torn
2010}
To, } - Nil
2022}

### From the year 1995 to 2024 (Last 30 Years) as per Online Search (E-search)

1985} To,  $\}$  – Nil 2001}

2002

Thane-5 2439 2002

Declaration Deed

24-05-2002 24-05-2002

M/S. Rutu Developers. [Director - Mukund P. Patel.]

Schedule: - Property, situated at Village Kolshet, Taluka & Dist. Thane area admg. 10406.29 Sq. Meters.

Thane-5 5953 2002

2002 Conveyance Deed Rs. 2,90,00,000/-M.V. Rs. 3,65,97,000/-

31-10-2002 14-11-2002

M/S. Nicholas Piramal India Ltd., through it's Jaydev Modi.

To.

Ashok Nagari Thane, through it's Proprietor - Suresh Kaulchand Jogani.

Schedule:- Property, situated at Village Kolshet, Taluka & Dist. Thane area admg. 75391.80 Sq. Meters.

2003 - Nil

Thane-5 4869 2004

2004 Development Agreement Rs. 14,00,00,000/-

09-06-2004 02-07-2004

- 1) M/S. Deve Paints Limited. (Formerly - Garware Paints & Bluendell Evomaint Paints Ltd.) [Directors – 1) Mr. P. Manivelan. 2) Mr. Dhananjay V. Karnik. ]
- 2) Bank of Maharashtra [Account Trusty - Mr. Baliram R. Bhagat.]

To.

- 1) Bank of Maharashtra. [Account Trusty – Mr. Baliram R. Bhagat.]
- 2) M/S. Roma Builders Private Limited. [Director – Mr. Niranjan L. Hiranandani by his] ſ C/A - A. D. Jagatap.

Schedule: Property (Land) situated at Village Kolshet, Taluka & District Thane bearing Old Survey Nos. 99 /1, 100, 113, 114 /3, 114 /8 which consolidated new Survey No. 99 /B, admg. 85995.34 Sq. Meters together with the land which is in actual possession is admg. about 7 Acres.

2005}
To, } - Nil
2011}

Thane-5

5549 2012 2012 Agreement M.V. Rs. 4,34,000/-

13-06-2012 26-06-2012

Bombay High Court, through it's Prothonotary Senior Master – Mr. B. M. Gore

To,

Mr. Basudeo Hanuman Prasad Pasari & Others.

Schedule :- Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Survey No. 99 /2 together with many other Survey Nos., total area admg. 152234 Sq. Yards.

\* as per mentioned in the decree, plaintiff will get 38% and defendant no. 3 will get 62%.

Thane-5 5575 2012 2012 Agreement M.V. Rs. 11,70,000/-

13-06-2012 27-06-2012

Bombay High Court, through it's Prothonotary Senior Master – Mr. B. M. Gore.

To.

Mr. Basudeo Hanuman Prasad Pasari & Others.

Schedule :- Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Survey No. 99 /2 together with many other Survey Nos., total area admg. 152234 Sq. Yards.

\* as per mentioned in the decree, plaintiff will get 38% and defendant no. 3 will get 62%.

Thane-5 5576 2012 2012 Agreement M.V. Rs. 12,48,000/-

13-06-2012 27-06-2012

Bombay High Court, through it's Prothonotary Senior Master – Mr. B. M. Gore.

To.

Mr. Basudeo Hanuman Prasad Pasari & Others.

Schedule :- Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Survey /Hissa No. 87/19, 96/6, 87/18 (Part), 96/4, 97/1, 85/2 (Part), 86/1 (Part), 87/17 (Part), 96/5, 87/17 (Part), 282/1 (Part), 99/2, 97/2, 85/1 (Part), 282/6 (Part), 285/5 (Part), 85/7 (Part), 87/18 (Part), 87/17 (Part), 282/6 (Part), 285/5 (Part), 85/2 (Part), 85/6 282/1 (Part), 86/4 (Part), 85/1 (Part), 85/3 (Part), 85/4 (Part), 85/5 (Part), 86/1 (Part), Total area admg. 152234 Sq. Yards.

\* as per mentioned in the decree, plaintiff will get 38% and defendant no. 3 will get 62%.

<u>Thane-5</u> <u>5577</u> 2012 2012 Agreement M.V. Rs. 10,87,000/-

13-06-2012 27-06-2012

Bombay High Court, through it's Prothonotary Senior Master – Mr. B. M. Gore.

To.

Mr. Basudeo Hanuman Prasad Pasari & Others.

Schedule :- Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Survey /Hissa No. 87/19, 96/6, 87/18 (Part), 96/4, 97/1, 85/2 (Part), 86/1 (Part), 87/17 (Part), 96/5, 87/17 (Part), 282/1 (Part), 99/2, 97/2, 85/1 (Part), 282/6 (Part), 285/5 (Part), 85/7 (Part), 87/18 (Part), 87/17 (Part), 282/6 (Part), 285/5 (Part), 85/2 (Part), 85/6 282/1 (Part), 86/4 (Part), 85/1 (Part), 85/3 (Part), 85/4 (Part), 85/5 (Part), 86/1 (Part), Total area admg. 152234 Sq. Yards.

\* as per mentioned in the decree, plaintiff will get 38% and defendant no. 3 will get 62%.

Thane-5
5578
2012

2012 Agreement M.V. Rs. 21,63,000/-

13-06-2012 27-06-2012

Bombay High Court, through it's Prothonotary Senior Master – Mr. B. M. Gore.

To,

Mr. Basudeo Hanuman Prasad Pasari & Others.

Schedule:- Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Survey No. 99 /2 together with many other Survey Nos., total area admg. 152234 Sq. Yards.

\* as per mentioned in the decree, plaintiff will get 38% and defendant no. 3 will get 62%.

2014

Thane-5 684

Notice of Lis-Pendans

21-01-2014 21-01-2014

2014

Special Regular Civil Suit No. 70/2013

Ganesh Kamat.

Schedule :- Property, situated at Village Kolshet, Tal. & Dist. Thane.

Thane-2

2015 Declaration Deed

13-07-2015 13-07-2015

7991 2015

M/S. Roma Builders Private Limited.

[Directors – Mr. Surendra L. Hiranandani by his]

[ C/A – Ravindra Gadre. ]

Schedule: Property (Land) situated at Village Kolshet, Tal. & Dist. Thane bearing Survey No. 99, Hissa No. 2, area admg. 60 Meters wide D. P. Road (north-south), area admg. 6815.88 Sq. Meters and Park Reservation, area admg. 25711.70 Sq. Meters handed over to Thane Municipal Corporation.

\* total area admg. 32527.58 Sq. Meters

<u>Thane-12</u> <u>137</u>

2015

2015

Conveyance Deed Rs. 71,00,00,000/-M.V. Rs. 21,80,89,980/-

30-07-2015 31-07-2015

M/S. Max Hard Private Limited.

[Directors – 1) Mr. Kishorilal Anand. ]
[ 2) Mrs. Indravarsha Anant. ]

To,

M/S. Man Realty Limited.

[Directors – 1) Deepa R. Mansukhani.

2) Mrs. Chandapreet N. Mansukhani. 1

Schedule: - Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Zone No. 10 /41-2 D, Survey No. 114, Hissa No. 4 (Part), area admg. 15185 Sq. Meters and Survey No. 115, Hissa No. 2, area admg. 7970 Sq. Meters, total area admg. 23155 Sq. Meters.

6 2015 Thane-12 Agreement 31-07-2015 139 01-08-2015 Rs. 35,00,00,000/-2015 M.V. Rs. 25,27,07,000/-1) Oriental Industries. [Partners – 1) Mrs. Indravarsha Anand.] 2) Mr. Surendra Anand. 3) Mr. Deepak Anand. I 2) Mr. Mohan Anand. 3) Mrs. Manorama Shetty. To, M/S. Man Realty Limited. [Directors – 1) Deepa R. Mansukhani. [, 2) Mrs. Chandapreet N. Mansukhani. ] -6-Schedule: - Property (Land), situated at Ghodbunder Road, Village Kolshet, Taluka & District Thane bearing Old Survey Nos. 99 (Part), 100 (Part), 113 and 114, New Survey No. 99 (2), admg. 19589.67 Sq. Meters. 2015 Thane-12 Agreement 01-08-2015 141 Rs. 21,00,00,000/-01-08-2015 2015 M.V. Rs. 9,61,56,600/-M/S. Lal Row Measuring Tools Pvt. Ltd. [Directors – 1) Mr. Kishorilal Anand. ] 2) Mr. Surendra Anand. ] To, M/S. Man Realty Limited. [Directors – 1] Deepa R. Mansukhani. 2) Mrs. Chandapreet N. Mansukhani. ] Schedule: - Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Zone No. 10/41-2 D, Survey No. 114, Hissa No. 4 (Part), area admg. 7454 Sq. Meters. 2015 Thane-12 Mortgage Deed 05-11-2015 306 Rs. 250,00,00,000/-05-11-2015 2015 1) M/S. Man Realty Ltd., [Auth. Sign. - Deepa Mansukhani.] 2) Deepa Mansukhani.

3) Chanprit Mansukhani.

2) M/S. Man Global Ltd.

5) Mr. Nikhil Manshukhani.

4) Mr. Rameshchandra Mansukhani.

[Director - Mr. Nikhil Mansukhani.]

To,

PNB Housing Finance Ltd. [Auth. Sign. – Mr. Surajkumar Sohanlal.]

Schedule: - Property, situated at Village Kolshet, Taluka & District Thane bearing Survey Nos. 114 /4, 115 /2, area admg. 30609.06 Sq. Meters.

Thane-10 2045 2016 2016 Rectification Deed

05-02-2016 05-02-2016

M/S. Max Hard Private Limited. [C/A – Deepa R. Mansukhani.]

To,

M/S. Man Realty Limited.
[Director – Deepa R. Mansukhani.]

Schedule: - Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Survey No. 114, Hissa No. 4 (Part) and Survey No. 115, Hissa No. 2.

\* In the Conveyance Deed, dated 30-07-2015, duly registered under serial no. Thane-12 /137 /2015 on 31-07-2015, a total area was wrongly entered as 23155 Sq. Meters, instead of which it should be read as 24616 Sq. Meters.

Thane-10 2487 2016 2016 Declaration Deed

13-02-2016 15-02-2016

M/S. Man Realty Limited.
[Director – Mr. Nikhil Mansukhani.]

Schedule: - Property (Land) situated at D P Road, Village Kolshet, Tal. & District Thane bearing Survey No. 99 /2 (Part), total area admg. 130.93 Sq. Meters, out of which area admg. 40.0 Meters for DP Road.

Thane-10 2489 2016 2016 Declaration Deed

13-02-2016 15-02-2016

M/S. Man Realty Limited.
[Director – Mr. Nikhil Mansukhani.]

Schedule:- Property (Land) situated at Ghodbunder Road, Village Kolshet, Taluka & District Thane bearing Survey No. 99 /2 (Part), total area admg. 1038.60 Sq. Meters.

Thane-10 2490 2016

### 2016 Declaration Deed

13-02-2016 15-02-2016

M/S. Man Realty Limited.
[Director – Mr. Nikhil Mansukhani.]

Schedule:- Property (Land) situated at Village Kolshet, Taluka & District Thane bearing Survey Nos. 99 /2 (Part), 115 /2 (Part), total area admg. 8278.09 Sq. Meters.

\* for garden reservation No. 3.

Thane-10 2491 2016 2016 Declaration Deed

13-02-2016 15-02-2016

M/S. Man Realty Limited.
[Director – Mr. Nikhil Mansukhani.]

Schedule: - Property (Land) situated at Village Kolshet, Taluka & District Thane bearing Survey Nos. 99 /2 (Part), 114 /2 (Part), 115 /2 (Part), total area admg. 6370.49 Sq. Meters.

Thane-10 4419 2016

#### 2016 Mortgage Deed

22-03-2016 22-03-2016

- 1) M/S. Man Realty Ltd., through Chanprit Mansukhani.
- 2) Deepa Mansukhani. [C/A Mr. Nikhil Manshukhani. ]
- 3) Chanprit Mansukhani.
- 4) Mr. Rameshchandra Mansukhani. [C/A Mr. Nikhil Manshukhani.]
- 5) Mr. Nikhil Manshukhani.
- 6) M/S. Man Global Ltd. [Director – Mr. Nikhil Mansukhani.]

To,

PNB Housing Finance Ltd. [Auth. Sign. – Mr. Surajkumar Sohanlal.]

Schedule :- Property, situated at Village Kolshet, Taluka & District Thane bearing Survey Nos. 114 /4, 115 /2, area admg. 30609.06 Sq. Meters.

\* This Supplementary Mortgage Deed has been executed in relation to Mortgage Deed, duly registered under serial no. Thane-12 /306 /2015, dated 05-11-2015.

Thane-12 631 2016 2016 <u>Mortgage Deed</u> Rs. 1550,00,00,000/-

30-03-2016 04-04-2016

1) M/S. Roma Builders Private Limited.

[Directors – 1) Mr. Niranjan L. Hiranandani.]

[ 2) Mr. Surendra L. Hiranandani.]

[ both persons by their ]

[ C/A – Narendra. ]

..... Mortgagor No. 1 & Borrower.

- 2 -

- 2) Mr. Niranjan L. Hiranandani,
  Mr. Surendra L. Hiranandani.
  [ both persons by their C/A Ravindra Gadre. ]
  ..... Mortgagor No. 2.
- 3) M/S. Deve Paints through it's Developers M/S. Roma Builders through it's Auth. heirs 1) Mr. Niranjan L. Hiranandani, 2) Mr. Surendra L. Hiranandani, both persons by their C/A Narendra Sawant.

  ..... Mortgagor No. 3.

To,

Housing Development Finance Corporation Ltd. ......Mortgagee.

Schedule: Property (Land) situated at Village Kolshet, Taluka & District Thane bearing Survey No. 99 /2 (old survey no. 99/B), admg. 53432.75 Sq. Meters (approx.).

\* and also other survey numbers.

Thane-12 1271 2016 2016 Mortgage Deed

12-07-2016 12-07-2016

PNB Housing Finance Ltd. A Company.
[Branch Business Head – Pravish Tanwar.]

To,

M/S. Man Realty Ltd. Company in individual capacity and Oriental Industries, through M/S. Man Realty Ltd., through it's Director – Deepa R. Mansukhani

M/S. Man Realty Ltd. Company in individual capacity and Oriental Industries, through M/S. Man Realty Ltd., through it's Director – Chanprit N. Mansukhani.

Schedule: Property (Land), situated at Village Kolshet, Tal. & Dist. Thane bearing Land area admg. 19,589.67 Sq. Meters.

- - - Lethorha

Thane-12 1273 2016 2016 Mortgage Deed

12-07-2016 12-07-2016

- 1) M/S. Man Global Ltd, through Nikhil R. Mansukhani.
- 2) Nikhil R. Mansukhani.
- 3) Deepa R. Mansukhani.
- 4) Chanprit N. Mansukhani.
- 5) PNB Housing Finance Ltd., through it's Branch Business Head Pravish Tanwar.

To.

M/S. Man Realty Ltd. Company, through Oriental Industries, through Director – Deepa R. Mansukhani.

Schedule: Property (Land), situated at Village Kolshet, Tal. & Dist.
Thane bearing Land area admg. 19,589.67 Sq. Meters.

Thane-2 1075 2017 2017 <u>Mortgage Deed</u> Rs. 1270,00,00,000/-

02-02-2017 02-02-2017

- 1) M/S. Roma Builders Private Limited.

  [Directors 1) Mr. Niranjan L. Hiranandani.]

  [ 2) Mr. Surendra L. Hiranandani.]

  [ both persons by their ]

  [ C/A Narendra. ]

  ..... Mortgagor No. 1 & Borrower.
- 2) Mr. Niranjan L. Hiranandani,Mr. Surendra L. Hiranandani.[ both persons by their C/A Ravindra Gadre. ]..... Mortgagor No. 2.
- 3) M/S. Deve Paints through it's Developers M/S. Roma Builders through it's Auth. heirs 1) Mr. Niranjan L. Hiranandani, 2) Mr. Surendra L. Hiranandani, both persons by their C/A Narendra Sawant.

  ..... Mortgagor No. 3.

To,

Housing Development Finance Corporation Ltd. ......Mortgagee.

Schedule:-1) Property (Land together with the Project known as "One Hiranandani Park"), situated at Village Kolshet, Taluka & District Thane bearing Survey No. 99 /2 (old survey no. 99/B), total area admg. 53432.75 Sq. Meters, approx. area admg. 13.20 Acres and Survey No. 165 /3, area admg. 3060 Sq. Meters, Survey No. 166 /1A, 1B, admg. 5770 Sq. Meters, Survey No. 171 /4, admg. 3240 Sq. Meters, Survey No. 182 /1, area admg. 4560 Sq. Meters, Survey No. 165 /4, area admg. 5770 Sq. Meters, Survey No. 166 /2A, area admg. 3360 Sq. Meters, Survey No. 166 /2B, admg. 530 Sq. Meters, Survey No. 167, admg. 2880 Sq. Meters, Survey No. 172 /1, area admg. 2780 Sq. Meters.

- 2) Property, situated at Village Kavesar, Taluka & District Thane bearing Survey No. 61/1, area admg. 9060 Sq. Meters, Survey No. 61/2, area admg. 3410 Sq. Meters, Survey No. 62/1, area admg. 4900 Sq. Meters, Survey No. 66/2, area admg. 2430 Sq. Meters, Survey No. 66/3, area admg. 3030 Sq. Meters, Survey No. 66/4, area admg. 3490 Sq. Meters, Survey No. 66/6, area admg. 3030 Sq. Meters, Survey No. 66/6, area admg. 3030 Sq. Meters, Survey No. 66/10, area admg. 560 Sq. Meters, Survey No. 67/1, area admg. 7010 Sq. Meters, Survey No. 67/2, area admg. 6930 Sq. Meters, Survey No. 67/4, area admg. 2230 Sq. Meters, Survey No. 69/2, area admg. 3570 Sq. Meters, Survey No. 69/3, area admg. 3610 Sq. Meters, Survey No. 70/1C, area admg. 3110 Sq. Meters and Land together with the Project known as "The Walk & Rodas Enclave".
- 3) Property, situated at Village Kavesar, Taluka & District Thane bearing Survey No. 60 /7, area admg. 1820 Sq. Meters, Survey No. 61 /2, area admg. 3420 Sq. Meters, Survey No. 61/3, area admg. 3060 Sq. Meters, Survey No. 61/4, area admg. 3110 Sq. Meters, Survey No. 61 /5, area admg. 380 Sq. Meters, Survey No. 62 /1, area admg. 4900 Sq. Meters, Survey No. 62/2, area admg. 2250 Sq. Meters, Survey No. 62/3A, area admg. 2280 Sq. Meters, Survey No. 62 /3B, area admg. 2200 Sq. Meters, Survey No. 63 /1, area admg. 1620 Sq. Meters, Survey No. 63 /2, area admg. 1540 Sq. Meters, Survey No. 64, area admg. 4200 Sq. Meters, Survey No. 66/1, area admg. 1570 Sq. Meters, Survey No. 66 /2, area admg. 2430 Sq. Meters, Survey No. 66 /4, area admg. 3490 Sq. Meters, Survey No. 66 /5, area admg. 2020 Sq. Meters, Survey No. 66 /8, area admg. 1720 Sq. Meters and Land together with the Project known as "The Walk & Rodas Enclave",
- \* This Mortgage Deed is in respect of Mortgage Deed, duly registered under serial no. Thane-12 /631 /2016, dated 06-04-2016.
- \* Other description as per mentioned in the document.

Thane-4 177 2018

## 2018 Reconveyance Deed

12-01-2018 12-01-2018

PNB Housing Finance Ltd. [Auth. Sign. – Mr. Ankit Savla.]

To,

- 1) M/S. Man Realty Ltd.
  [Director Mr. Nikhil Mansukhani.]
- 2) M/S. Man Global Ltd. [Director Mr. Nikhil Mansukhani.]
- 3) Deepa Mansukhani.
- 4) Mr. Rameshchandra Mansukhani.
- 5) Chanprit Mansukhani.

Schedule: - Property, situated at Village Kolshet, Taluka & District Thane bearing Survey Nos. 114 /4, 115 /2, area admg. 30609.06 Sq. Meters.

\* Other description as per mentioned in the document.

Thane-7 635 2018	2018 Mortgage Deed Rs. 8,00,00,00,000/-	12-01-2018 15-01-2018	
	Man Realty Ltd. Sign. – 1) Mr. Chanprit Mansukhan 2) Deepa R. Mansukhani. 3) Mr. Nikhil Rameshchand	]	
	To,	T. 1	
	Diwan Housing Finance Corporation [Auth. Sign. – Mr. Rajiv Kapadia.]	n Lta.	
Pa Di an Su	operty (Land together with the Project Avenue"), situated at Village Kollstrict Thane bearing New Survey No. d New Survey No. 114, Hissa No. 4 arvey No. 115, Hissa No. 2, area admeters.	shet, Taluka & o. 99, Hissa No. 2 (Part) and New	
* * (	Other description as per mentioned i	n the document.	
	2019 – Nil 2020 – Nil		
<u>Thane-2</u> 6924 2021	2021 Transfer Deed	18-03-2021 18-03-2021	
	M/S. Roma Builders Pvt. Ltd. [Director – Niranjan L. Hiranandan [ C/A – P. J. Devadiga.	i, through his ]	
T R as	roperty (Land), situated at Village K hane bearing Survey Plot No. 99/2 coad, Area 6815 .88 Sq. Meters and prea 25711.70 Sq. Meters 15 Meter we coess road for this area.	of 60 Meters DP park reservation	
	2022 – Nil		98
Thane-12 10409 2023	2023 Rectification Deed	19-07-2023 19-07-2023	
	M/S. Lal Roe Measuring Tools Pvt [C/A – Deepa R. Mansukhani.]	. Ltd.	
	To		

To,

To,

M/S. Man Realty Limited. [Auth. Sign. – Haresh Panchal.]

Schedule: Property (Land), situated at Village Kolshet, Tal. & Dist. Thane bearing Survey No. 114, Hissa No. 4 (Part), area admg. 8915 Sq. Yards and 7454 Sq. Meters was written instead it should be read Survey No. 114, Hissa No. 4 (Part), area admg. 8915 Sq. Meters.

\* This Rectification Deed is in respect of Conveyance Deed, duly registered under serial no. TNN-12 /141 /2015, dated 01-08-2015.

Thane-9 14661 2023 2023 Rectification Deed

10-08-2023 17-08-2023

M/S. Roma Builders Private Limited.
[Directors – Mr. Surendra L. Hiranandani, by his ]
[ C/A – Sagar Waghmare. ]

To,

The Thane Mahanagar Palika.

Schedule: Property (Land) situated at Village Kolshet, Taluka & District Thane bearing Survey No. 99, Hissa No. 2 (Part), admg. 60 Meters wide D. P. Road (north-south), area admg. 6815.88 Sq. Meters, area after rectification 5650 Sq. Meters, Park reservation admg. 25711.70 Sq. Meters, area after rectification 25712 Sq. Meters.

\* This Rectification Deed is in respect of Conveyance Deed, duly registered under serial no. TNN-2/7991/2015, dated 13-07-2015.

<u>Thane-5</u> 6277 2023 2023 Conveyance Deed

03-04-2023 03-04-2023

1) Oriental Industries.

[Partner – 1) Indravarsha Anand. ]

- 2) Surendra Anand.
- 3) Deepak Anand.

2) Mohan Anand, through his

C/A – Chanprit Mansukhani..... Confirming Party.

3) Manorama Sethi, through her C/A – Chanprit Mansukhani....Confirming Party.

To,

M/S. Man Realty Limited.
[Auth. Sign. – Ujjwal Arvind Dande.]

Schedule: - Property (Land) situated at Village Kolshet, Taluka & Dist. Thane bearing Old Survey No. 99 (Part), 100 (Part), 113 and 114, 99 (2), New Survey No. 99/2/1, admg. 19590.00 Sq. Meters.

\* This Conveyance Deed is in respect of Agreement, duly registered under serial no. TNN-12/139/2015, dated 01-08-2015.

Thane-8 14243 2024 2024 <u>Sale Certificate</u> Rs. 2,30,70,00,000/-M.V. Rs. 1,50,21,19,000/-

 $\frac{07\text{-}06\text{-}2024}{10\text{-}06\text{-}2024}$ 

M/S. V. S. J. Investments Pvt. Ltd. [Auth. Sign. – Pawan Ajaykumar Changani.]

To.

M/S. Purva Oak Pvt. Ltd. [Auth. Sign. – Mitesh Mehta.]

Schedule: Property (Land), situated at Thane, Ghodbandar Road, Thane-400 607, within the revenue village limits of Kolshet, Tal. & Dist. Thane bearing 1) Survey No. 114, Hissa No. 4 (Part), admg. 15,185 Sq. Meters and Survey No. 115, Hissa No. 2, admg. 7,970 Sq. Meters, Total area admg. 23,155 Sq. Meters, 2) Survey No. 114, Hissa No. 4 (Part), admg. 8,915 Sq. Meters, total area admg. 32,070 Sq. Meters.

- \* Construction on it including the One Avenue project.
- \* other description as per mentioned in the document.

<u>Thane-8</u> 14249 2024 2024 Sale Certificate

07-06-2024 10-06-2024

M/S. V. S. J. Investments Pvt. Ltd. [Auth. Sign. – Pawan Ajaykumar Changani.]

To,

M/S. Purva Oak Pvt. Ltd. [Auth. Sign. – Mitesh Mehta.]

Schedule: Property (Land), situated at Thane, Ghodbandar Road, Thane-400 607, within the revenue village limits of Kolshet, Tal. & Dist. Thane bearing Survey No. 99, Hissa No. 2 (New Survey No. 99, Hissa No. 2/1), Old Survey No. 99 (Part), 100 (Part), 113 and 114), admg. 19,589.67 Sq. Meters (as per 7/12 extract area 19,590 Sq. Meters).

\* other description as per mentioned in the document.

Thane-8 14782 2024

### 2024 Confirmation Deed

13-06-2024 13-06-2024

- 1) M/S. Lal Roe Measuring Tools Pvt. Ltd. [Director Deepak Anand.]
- 2) M/S. Man Realty Limited.
  [Auth. Director Niranjan Mule.]

Schedule: - Property (Land), situated at Village Kolshet, Tal. & Dist. Thane bearing Survey No. 114, Hissa No. 4 (Part).

\* This Confirmation Deed is in respect of Conveyance Deed, duly registered under serial no. TNN-12 /141 /2015, dated 01-08-2015 and Rectification Deed, duly registered under serial no. TNN-12/10409/2023, dated 19-07-2023.

Thane-8 19773 2024 2024 <u>Work Contract</u> Rs. 75,84,49,500/-

12-07-2024 20-08-2024

M/S. Purva Oak Pvt. Ltd. [Auth. Sign. – Mitesh Mehta.]

To,

M/S. Man Realty Ltd.
[Auth. Sign. – Chanprit Mansukhani.]

Schedule: Property (Land), situated at Thane, Ghodbandar Road, Thane-400 607, within the revenue village limits of Kolshet, Tal. & Dist. Thane bearing 1) Survey No. 99, Hissa No. 2/1 (Old Survey No. 99 (Part), 100 (Part), 113 and 114/3), admg. 19,590 Sq. Meters, 2) Survey No. 114, Hissa No. 4 (Part), admg. 15,185 Sq. Meters and Survey No. 115, Hissa No. 2, admg. 7,970 Sq. Meters, total area admg. 23,155 Sq. Meters, 3) Survey No. 114, Hissa No. 4 (Part), admg. 8,915 Sq. Meters, Total area admg. 51,660 Sq. Meters.

Thane-8 14248 2024 2024 <u>Conveyance Deed</u> Rs. 1,11,00,00,000/-<u>M.V. Rs. 36,24,15,000/-</u>

<u>07-06-2024</u> 29-08-2024

M/S. Man Realty Ltd. [Auth. Sign. – Chanprit Mansukhani.]

To,

M/S. Purva Oak Pvt. Ltd. [Auth. Sign. – Mitesh Mehta.]

Schedule: Property (Land), situated at Thane, Ghodbandar Road, Thane-400 607, within the revenue village limits of Kolshet, Tal. & Dist. Thane bearing Survey No. 99, Hissa No. 2/1 (Old Survey No. 99 (Part), 100 (Part), 113 and 114), admg. 19,590 Sq. Meters.

\* other description as per mentioned in the document.

Thane-11 18403 2024 2024 Mortgage Deed Rs. 2,20,00,00,000/-

<u>16-10-2024</u> 21-10-2024

Purva Oak Pvt. Ltd.
[Auth. Sign. – Mitesh Mehta.]

To,

Catalyst Trusteeship Ltd.
[Auth. Sign. – Devang Singh.]

Schedule: Property (Land), situated at Thane, Ghodbandar Road, Thane-400 607, within the revenue village limits of Kolshet, Tal. & Dist. Thane bearing 1A) Survey No. 114, Hissa No. 4 admg. 24,100 Sq. Mtrs, 1B) Survey No. 115, Hissa No. 2, admg. 7970 Sq. Mtrs, 2) Survey No. 99, Hissa No. 2/1 (Old Survey No. 99 Part, 100 Part), 113 and 114/3 admg. 19590 Sq. Meters as per 7/12 extract.

Admg. 51660 Sq. Mtrs.

2024 - (Search taken upto dated - 17-10-2024)

Note: Manual record was not available for search, hence seen online.

E. S. GAOKAR.

# Law Point

Re: Investigation of title of property being "All that piece and parcel of land bearing:
(i) Survey no. 99, Hissa no. 2/1 (old Survey no. 99/2) corresponding to old Survey no. 99 (part), 100 (part), 113 and 114/3
(ii) Survey no. 114, Hissa No. 4
(iii) Survey no. 115, Hissa no. 2
situated at Village Kolshet, Taluka and District Thane, Maharashtra.

## Search Notes:-

Taken in the office of the Sub Registrar of Assurances at Old Custom House, Mumbai from 1995 to 2024 (Last 30 Years), and from online E-search from the year 1995 To, 2024 (Last 30 years).

E. S. GAOKAR.

AMMEXURE - B





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PREPARED ON: 25 October 2024

#### SUMMARY

Company Name: Purva Oak Private Limited **Legal Cases** ITAT/ NCLT/ District Supreme Consumer DRT/ DRAT RERA NGT/Others High Court CESTAT NICLAT Court Court Court

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<sup>\*</sup>Others include cases from SEBI/SAT, APTEL, and IPAB.

<sup>\*</sup>This litigation process is done for the past 10 years.







Details of legal cases	
Not Available	







#### **Disclaimer**

"This report contains information about **Purva Oak Private Limited** which has been compiled using data available online in public domain on best effort basis. To that effect, the correctness, accuracy and completeness of this report are directly related to the data available online in public domain. This report is not to be treated as an advice in any form and the users are advised to carry out necessary due diligence/verification or to seek proper professional advice as may be necessary on the information provided in this report before taking any decision."

PS: This report is computer generated and hence authorized signature not required





DSK Legal Advocates & Solicitors 1701, One World Centre Tower 2B, Floor 17 841, Senapati Bapat Marg Elphinstone Road Mumbai - 400013. India T = +91 22 6658 8000 W: www.dsklegal.com

Purva Oak Private Limited 1307, C Wing, One BKC G Block Road, G Block Bandra Kurla Complex Bandra (East) Mumbai 400051

Upon your instructions, we have conducted an investigation of title of Man Realty Limited ("Company") in respect of the property more particularly set out in the Schedule hereunder written ("Property"), and based on the documents and information provided to us, we have to state as follows:

- I. For the purposes of this Memo:
- A. We have perused the photocopies of the title documents as set out in **Annexure "A"** hereto and have relied upon the mutation entries and the 7/12 extracts of the Property. We have not undertaken inspection of originals of the documents set out in Annexure "A".
- B. We have caused searches to be conducted by Mr. Sameer Sawant (Title Investigator), who has conducted searches in the concerned offices of the Sub-Registrar of Assurances in respect of the Property. We have relied upon his Search Reports dated January 17, 2023 and December 6, 2023 and the same are separately provided and have been detailed in our Memo below. The Search Reports do not record sales of units/flats in the buildings being constructed on the Property.
- C. We have caused VVS & Associates (Company Secretary) to conduct searches in the records of the Registrar of Companies in the name of the Company. We have relied upon their Search Report dated December 12, 2023 and the same is separately provided and has been detailed in our Memo below.
- D. We have caused VVS & Associates (Company Secretary) to conduct search in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (https://cersai.org.in/CERSAI/home.prg). We have relied upon their Search Report dated December 13, 2023 and the same is separately provided and has been detailed in our Memo below.
- E. We have not issued any public notice for inviting claims/objections from the public in respect of the Property.
- F. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are neither updated, nor maintained descriptively and nor are they easily available/accessible; and/or (iii) no registers are maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the Property is the subject matter of any litigation. However, we have caused online searches to be conducted pertaining to litigations filed in respect to the Company and have relied upon their report dated December 1, 2023 issued by Karza Technologies Private Limited, and the same is separately provided and has been detailed in our Memo below.





- G. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the Property nor have commented on the development aspects of the Property.
- H. We have not opined of reservation affecting the Property or the Development Plan Remark of the Property.
- I. We have relied upon the information in relation to:
  - lineage, on the basis of revenue records and information;
  - · copies of documents of title as listed in Annexure "A";
  - copies of 7/12 extracts, Mutation Entries (Form-VI), and other revenue records; and
  - · Letter dated March 11, 2024 of the Company.
- J. We have assumed that:
  - the mutation entries provided to us accurately reflect 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;
  - the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of Properties;
  - the revenue records provided for our perusal are updated and have not been modified/revised;
  - the persons executing the documents have the necessary authority to execute the same, including the validity of the powers of attorney basis which the agreements have been executed;
  - the consideration payable to the erstwhile owners / other parties under all the agreements have been paid, except as may be provided in this Memo;
  - all documents/records submitted to us as photocopies conform to the originals and all such originals are authentic and complete;
  - all signatures and seals on any documents/records submitted to us are genuine;
  - wherever any minors rights are involved the same have been dealt with by their rights / natural guardian for legal necessity and the same have not been challenged by such minors upon their attaining majority; and
  - the legal capacity of all natural persons are as they purport it to be.

Based on the aforesaid and on the basis of what is contained in the documents provided to us, we have to Report as under: