

To,
MAHARERA,
6th & 7th Floor, Housefin Bhavan,
Plot No. C - 21, E - Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051

LEGAL TITLE REPORT

Re.: All that piece and parcel of leasehold land admeasuring 672.66 sq. mts. and bearing Plot No. 84 of the Bombay Municipal Corporation ("said Land") together with one building comprising of ground plus 3 (three) upper floors known as 'Haresh Ketan' standing thereon ("said Building") lying, being and situate on Scheme No. 6 bearing C.S. No. 427/10 of Matunga Division, Mumbai City District in the Registration District and Sub-District of Mumbai and Mumbai Suburban and bounded as under:

On or towards East : By 20 ft. wide Shradhanand Road
On or towards West : By Plot No. 85 of the Dadar Matunga Estate
On or towards North : By 40 ft. Bramananda Road
On or towards South : By Plot of the said Dadar Matunga Estate

(the said Land and the said Building are hereinafter collectively referred to as the said "Property")

This Legal Title Report has been re-issued in the format prescribed by MAHARERA by way of Circular No. 28/2021 dated 4th April 2024. The original Certificate Relating to Title was issued by us on 24th April 2024. Accordingly, this Legal Title Report though current dated, reflects the position as mentioned on our Certificate Relating to Title dated 24th April 2024. It is to be noted that we have not conducted a search in the government records nor issued a public notice save and except as stated in the Certificate Relating to Title dated 24th April 2024. A copy of the Certificate Relating to Title dated 24th April 2024 is enclosed herewith as Annexure "B" hereto.

1. We have investigated the title of Haresh Ketan Co-operative Housing Society Limited ("the said Society") to the said Property at the request of Prodigy Realty LLP and have perused the following documents pertaining to the said Property:

(a) Certified true copy of Indenture dated 4th March 1960, executed between Ms. Samata Amulakh Amichand therein referred to as the Settlor of the One Part and (1) Mr. Trambaklal Amulakh, (2) Mr. Chandulal Chunilal, and (3) Mr. Hiralal Chapsibhai Shah,



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- (b) therein referred to as the Trustees of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1911 of 1960 under Book No. 1.
- (c) Original Indenture dated 20th November 1970, made and entered into between the Municipal Corporation of Greater Bombay, therein referred to as the Corporation of the First Part and Dr. Madhukar Narsinha Desai, the Municipal Commissioner of Greater Mumbai, therein referred to as the Commissioner of the Second Part and Ms. Samata Amulakh Maniar, therein referred to as the Lessee of the Third Part, and registered with the Sub-Registrar of Assurances at Bombay under serial No. 120 of 1971 under Book No. 1
- (d) Original Indenture dated 20th November 1970, made and entered into between the Municipal Corporation of Greater Bombay therein referred to as the Corporation of the First Part and Dr. Madhukar Narsinha Desai, the Municipal Commissioner of Greater Mumbai, therein referred to as the Commissioner of the Second Part and Mr. Hemchand Ramji Mehta, therein referred to as the Confirming Party of the Third Part, and Ms. Samata Amulakh Maniar, therein referred to as the Lessee of the Fourth Part, and registered with the Sub-Registrar of Assurances at Bombay under serial No. 122 of 1971 under Book No. 1.
- (e) Original Deed of Assignment dated 21st March 1978, made and entered into between Ms. Samata Amulakh, therein referred to as the Samtaben of the First Part, and (1) Mr. Haresh Harsukh and (2) Mr. Ketan Harsukh, therein referred to as the Haresh and Ketan of the Second Part, and (1) Mr. Trambaklal Amulakh, (2) Mr. Chandulal Chunilal and (3) Mr. Suresh C. Maniar, therein referred to as the Trustees of the Third Part, and the Haresh Ketan Cooperative Housing Society Ltd., therein referred to as the Society of the Fourth Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/645 of 1978 under Book No. 1.
- (f) Original Development Agreement dated 9th March 2022, made and entered into between Haresh Ketan Co-operative Housing Society Ltd. therein referred to as the Society, Members of the Haresh Ketan Co-operative Housing Society Ltd., therein referred to as the Members and Prodigy Realty LLP, therein referred to as the Developer, registered with the Sub Registrar of Assurances under Serial No. BBE-2/5793 of 2022;



(g) Certified True Copy of the Property Register Card dated 30th November 2021

2. **Search Reports:**

Search Report dated 15th April 2024 issued by M/s Simply Cersai, pertaining to searches conducted in the concerned offices of the Sub-Registrar of Assurances.

3. **PUBLIC NOTICE:**

We have not issued a Public Notice inviting claims / objections from the public at large as regards the said Property.

4. On perusal of the above mentioned documents and all other relevant documents relating to the title of the said Property, we are of the opinion that title of the said Haresh Ketan Co-operative Housing Society Limited to the said Property is clear and marketable without any encumbrance subject to the Development Agreement dated 9th March 2022 mentioned hereinabove wherein the said Prodigy Realtors LLP has been granted development rights by the said Society in respect of the said Property (with rights to take full benefits thereof) in accordance with the terms and conditions contained in the therein and is entitled to develop the Property on receipt of requisite approvals from the statutory authorities.

Thus, the said Haresh Ketan Co-operative Housing Society Limited is the owner of the said Property and the said Prodigy Realtors LLP have development rights thereof. Further, upon the said Prodigy Realtors LLP handing over the existing members' area to the said Society in the newly constructed building, Prodigy Realtors LLP shall be entitled to sell the free sale area in the newly constructed building.

Accordingly:

Owner : **Haresh Ketan Co-operative Housing Society Limited;**

Promoter / Developer : **Prodigy Realtors LLP.**



5. The report reflecting the flow of title of the said Haresh Ketan Co-operative Housing Society Limited and the development rights of the said Prodigy Realtors LLP in the said Property is enclosed herewith as "Annexure A".

6. **General:**

- i. This Legal Title Report is issued solely on the basis of the documents provided by you as mentioned above and we have no obligation to update this Legal Title Report with any information or replies or documents received by us beyond this date.
- ii. We are not qualified to and have not independently verified the area of the said Property. We have referred to and retained the admeasurements in hectares, ares, acres, gunthas, square yards and square meters, as we have found them in various documents.
- iii. For the purpose of this Legal Title Report, we have assumed:
 - a) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - b) That there have been no amendments or changes to the documents examined by us.
 - c) The accuracy and completeness of all the factual representations made in the documents.
 - d) That all prior documents have been adequately stamped and duly registered.
 - e) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Legal Title Report is correct and otherwise genuine.
 - f) Each document binds the parties intended to be bound thereby.
 - g) Photocopies provided to us are accurate photocopies of originals.
- iv. For the purposes of this Legal Title Report, we have relied upon information relating to:



- a) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - b) Boundaries on the basis of the documents provided to us by the clients.
- v. For the purposes of this Legal Title Report, we have relied upon.
- a) Original of documents.
 - b) Certified copies of the property cards in respect of the said Property.
- vi. We have carried out searches in the concerned offices of the Sub-Registrar and there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. reflected in the Search Report in respect of the said Property. We have however not carried out any searches in the Courts or tribunals.
- vii. For the purpose of this Legal Title Report, we have relied upon information relating to lineage, if applicable on the basis of revenue records and information provided to us by you.
- viii. We are not certifying the boundaries of the said Property nor are we qualified to express our opinion on physical identification of the said Property. We also do not express our opinion on matters related to actual physical use of the said Property.
- ix. We express no view about the user / reservations / FSI / or developability of said Property.
- x. We have not verified issues relating to reservation of the said Property or any portion thereof by Governmental Authorities.
- xi. We have not verified the market value of the property involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- xii. We are not authorized or qualified to express an opinion relating to plan permissions, approvals or development potential of the said Property.

A handwritten signature in blue ink, appearing to be a stylized 'R' or 'A'.

- xiii. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- xiv. This Legal Title Report is limited to the matters pertaining to Indian Law (as on the date of the Legal Title Report) alone and we express no opinion on laws of any other jurisdiction.

Dated this 18th day of September 2025

For Jani & Parikh,



Parikh
Partner

Encl.: As above

“ANNEXURE A”

FLOW OF TITLE OF THE SAID PROPERTY

1. Based on the documents furnished and information provided to us, the flow of title with respect to the said Property is as under:
 - a. The Municipal Corporation of Greater Mumbai ('**MCGM**'), constituted under the Mumbai Municipal Corporation Act, 1888, is the owner of all that piece and parcel of land bearing admeasuring 672.66 sq. mts. C. S. No. 427/10 of Matunga Division, admeasuring about 672.66 sq. mts., situated at Plot No. 84 (North), Junction of 9th Road and Shradhanand Cross Road, Matunga, Mumbai 400019 of the Matunga Division, Registration District of Mumbai City (hereinafter referred to as the "**said Land**").
 - b. It appears that by an Agreement dated 21st December 1936, made and entered into between the MCGM therein referred to as the Corporation of the One Part and Mr. Hemchand Ramji Mehta therein referred to as the said Lessee of the Other Part, the MCGM agreed to grant the leasehold rights in respect of the said Land along with adjacent Plot No.85, in perpetuity, in favour of the one Mr. Hemchand Ramji Mehta, for a consideration and upon the terms and conditions more particularly contained therein.
 - c. It appears that a building comprising of ground plus 3 (three) upper floors known as 'Haresh Ketan' (hereinafter referred to as the "**said Building**") was constructed on the said Land somewhere in or around 1960 (the said Building and the said Land are hereinafter collectively referred to as the "**said Property**").
 - d. One Mrs. Samata Amulakh Maniar created a trust under an Indenture dated 4th March 1960 made and entered into between Mrs. Samata Amulakh Amichand, therein referred to as the Settlor of the One Part and (i) Mr. Trambaklal Amulakh, (ii) Mr. Chandulal Chunilal and (iii) Mr. Hiralal Chapsibhai therein referred to as the Trustees of the Other Part, and registered with the Sub-Registrar of Assurances under Serial No. 1911/60 of Book 1 on 4 November 1970, Mrs. Samata Amulakh Amichand settled a private trust for the benefit of her grandchildren Haresh Harsukh and Ketan Harsukh settled and transferred unto the trust, her undivided half share / leasehold rights unto the trustees of the trust subject to the powers, provisions and on the terms and conditions more particularly contained therein.



- e. By an Indenture dated 20th November 1970 made and entered into between the MCGM therein referred to as the Corporation of the First Part and Dr. Madhukar Narsinha Desai, the Commissioner of Greater Mumbai, therein referred to as the Municipal Commissioner of the Second Part and Mr. Hemchand Ramji Mehta therein referred to as the Confirming Party of the Third Part and Ms. Samata Amulakh Maniar therein referred to as the Lessee of the Fourth Part and registered with the Sub-Registrar of Assurances at Bombay under serial No. 122 of 1971 under Book No. 1, the MCGM granted the leasehold rights in the said Land upon Mrs. Samata Amulakh Maniar in perpetuity commencing from 16th January 1937 in perpetuity and on the terms and conditions and the next lease more particularly contained therein.
- f. By an Indenture dated 20th November 1970 made and entered into between the MCGM therein referred to as the Corporation of the First Part and Dr. Madhukar Narsinha Desai, the Municipal Commissioner of Greater Mumbai, therein referred to as the Commissioner of the Second Part and Ms. Samata Amulakh Maniar therein referred to as the Lessee of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under serial No. 120 of 1971 under Book No. 1, MCGM permitted the use of the ground floor of the said building to be used as a dispensary.
- g. It appears that the residential units in the said Building were allotted to various purchasers under separate agreements.
- h. The residential unit purchasers came together to form a society and registered the same under the provisions of the Maharashtra Cooperative Societies Act, 1960 in the name and style of the Haresh Ketan Cooperative Housing Society Ltd. under registration No. MHB/HSG/5212 of 1977 on 28th September 1977 (hereinafter referred to as the “Society”).
- i. By a Deed of Assignment dated 21st March 1978 made and entered into between the Ms. Samata Amulakh Maniar therein referred to as the Samtaben of the First Part, and (1) Mr. Haresh Harsukh and (2) Mr. Ketan Harsukh therein referred to as the Haresh and Ketan of the Second Part, and (1) Mr. Trambaklal Amulakh, (2) Mr. Chandulal Chunilal and (3) Mr. Suresh C. Maniar, therein referred to as the Trustees of the Third Part, and the Haresh Ketan Cooperative Housing Society Ltd., therein referred to as the Society of the Fourth



Part, and registered with the Sub-Registrar of Assurances under Serial No. BOM/645 of 1978, the said Mrs. Samtaben assigned and transferred all her leasehold right, title and interest in the said Land to the Haresh Ketan Cooperative Housing Society Ltd. (Society) and the Society has accordingly become the Lessee in respect of the said Land.

- j. By a Development Agreement dated 9th March 2022 made and entered into between Haresh Ketan Co-operative Housing Society Ltd. therein referred to as the Society, Members of the Haresh Ketan Co-operative Housing Society Ltd., therein referred to as the Members and Prodigy Realty LLP, therein referred to as the Developer, registered with the Sub Registrar of Assurances under Serial No. BBE-2/5793 of 2022, the Society has granted unto the said Developer the right to redevelopment of the said Property on the terms and conditions more particularly contained therein.
2. There are no ongoing / pending litigations in respect of the said Property.

