



TITLE CERTIFICATE

To,

Nexzone Energy utilities LLP,
702, Marathon Max,
Mulund - Goregaon Link,
Mulund (West) Mumbai - 400 080.

Re : All that piece and parcel of land bearing Survey No. 154(part) corresponding to CTS No. 12(part) admeasuring about 3218.50 Square meters, Survey No. 154(1)Part corresponding CTS Nos. 55 and 55/1 to 55/14 admeasuring about 457.90 Sq Square meters and CTS No 56 and 56/1 to 56/7 admeasuring about 123.60 square meter aggregating to 3800.14 square meter situate, lying and being in the revenue Village of Bhandup, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Tembi Pada, Gaondevi Road, Bhandup (West), Mumbai 400 078 and more particularly described in the Schedule hereunder. ("hereinafter referred to as "Said Property").

I had prepared this opinion on Title in respect of the Said Property on the basis of Papers/Documents and information provided in relation to the said Property by Nexzone Energy utilities LLP ("**Nexzone**") on perusal of the same, I note as under:

A. Title flow

- a. 'Bhandup Estate' also known as 'Bhandup Khot', Owner of Bhandup Estate, Ratansey Karsondas & Ors', 'Pratapsinh Shoorji Vallabhadas well and sufficiently entitled to *inter alia* all that piece and parcel of land Survey No. 154(part) corresponding to CTS No. 12(part) admeasuring about 3218.50 Square meters, Survey No. 154(1)Part corresponding CTS Nos. 55 and 55/1 to 55/14 admeasuring about 457.90 Sq Square meters and CTS No 56 and 56/1 to 56/7 admeasuring about 123.60 square meter aggregating to 3800.14 square meter situate, lying and being in the revenue Village of Bhandup, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Tembi Pada, Gaondevi Road, Bhandup (West), Mumbai 400 078 and more particularly described in the First Schedule hereunder.



- b. By Mutation entry No. 969 of Village Bhandup, Taluka Kurla, for Survey No. 154/1 and 154/2 on the basis of Application by Power of Attorney holder Shri. Mahendra J Mehta name of the following person are recoded in Revenue Record by virtue of order No. RTS/WS 1128 dated 07.03.1969
- i. Ratansey Karsondas,
 - ii. Pratapsinh Mathuradas,
 - iii. Pushpabai Pratapsinh,
 - iv. Jaisinh Vithaldas,
 - v. Pratapsinh Shoorji Vallabhdas,
 - vi. Dilipsinh Shoorji Vallabhdas,
 - vii. Bhanji Surji,
 - viii. Gopalji Virji,
 - ix. Manibai Virji,
 - x. Damyanti Virji,
 - xi. Bachubai Purshottam,
 - xii. Arunkumar Purshottam,
 - xiii. Vasantkumar Purshottam,
 - xiv. Damyanti Liladhar,
 - xv. Rukhmini Purshottam, and
 - xvi. Saraswati Pralhadrai
- c. By Mutation entry No. 1514 of Village Bhandup, Taluka Kurla, for Survey No. 154/1 and 154/2, after the death of Gopalji Virji name of 1. Jayalaxmi Gopalji Gantra and 2. Anjali Gopalji Gantra is recorded in Revenue Record of the Said Property as well as on the death of Smt Rukhmani Purshottam alias Rukhamini Babulal Majethia the name of 1. Mr. Raja Babulal Majethia ii) Mrs. Chandika Rameshkumar Kutchi iii) Mrs. Divya Rajendra Kutchi, iv) Mrs. Heena Rashmikant Karia v) Mrs. Bhavna Vasant Daiya (and vi) Mrs. Jyoti Darmesh Gandha are recoded in Revenue Record of the Said Property.
- d. By Release Deed dated 28.11.2013 entered between i. Mrs. Chandika Rameshkumar Kutchi ii. Mrs. Divya Rajendra Kutchi, iii) Mrs. Heena Rashmikant Karia iv) Mrs. Bhavna Vasant Daiya and vi) Mrs. Jyoti Darmesh Gandha the Releasor therein and Mr. Raja Babulal Majethia Releasee therein. The Releasor release their right, title and interest over the Said Property if favor of Releasor
- e. By Mutation entry No. 1519 of Village Bhandup, Taluka Kurla, for Survey No. 154/1 and 154/2 name of deceased person are deleted and the following person/s name are kept as the owner of property Pratapsinh Shoorji Vallabhdas, Dilipsinh Shoorji Vallabhdas, Damyanti Virji,



Arunkumar Purshottam, Vasantkumar Purshottam, Damyanti Liladhar, Saraswati Pralhadrai, Jayalaxmi Gopalji Gantra and Mr. Raja Babulal Majethia

- f. By Consent Terms dated 25 October 2010 entered into inter-alia between the Vendors together with the Confirming Party herein and filed in suit no 2757 of 2006 before the Honorable Bombay High Court the Vendors have consented to convey all their respective undivided share, right title and interest in the said property along with several other properties to and in favor of the Confirming Party herein and have received the full consideration amount payable to them by the Confirming party prior to the filing of the consent terms. The said Consent Terms have been filed and taken of record.
- g. In the said Consent terms it was provided upon the request of the Confirming Party, the Vendors shall execute Conveyance(s) in favor of the Confirming party or its Nominee(s) without any further consideration or monies payable from the Confirming Party or its Nominee(s) to the Vendors.
- h. AND THUS, the above person and the Confirming Party are collectively seized and possessed of or otherwise well and sufficiently entitled to.
- i. By a Development Agreement dated 17.03.2015 made between Pratapsinh Shoorji Vallabhdas, Dilipsinh Shoorji Vallabhdas, Damyanti Virji, Arunkumar Purshottam, Vasantkumar Purshottam, Damyanti Liladhar, Saraswati Pralhadrai, Jayalaxmi Gopalji Gantra and Mr. Raja Babulal Majethia therein referred to as Vendors of one part, Matrix waste Management Private Limited Confirming Party and Nexzone Energy utilities LLP Developers therein of Party of Third Part. The said Development Agreement registered with the office of Sub-Registrar of Assurances at Kurla-3 on 10.04.2015 under Serial No.KRL-3/2866/2015, wherein the Vendors granted the Development Right with respect to a portion of the said Property admeasuring 3800.14 square meters in favour of "Nexzone", along with Development Agreement the Vendors therein given the Power of attorney dated 10.04.2015 in favor of i. Mayur Ramniklal Shah and li. Kaivalya Chetan Shah the Partner of Nexzone Energy utilities LLP is registered with the office of Sub-Registrar of Assurances at Kurla-3 under Serial No.KRL-3/2867/2015 wherein the Vendors given all powers for Development of Said Property.

B. Declaration of the said property as slum and subsequent development

- a. It appears that the land *inter-alia* the said Property was encroached upon by various slum dwellers.



- b. By a Gazette Notification dated 03.01.1990 bearing reference no. SLM/IMP/K/I-47 dated 12.12.1979 wherein the Deputy Collector (ENC) and the Competent Authority of Kurla-I Sub-Division declared said Property as slum area under Section 4(1) of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act , 1971.
- c. Subsequently a meeting was held by the Slum dwellers on 08.03.2014 where it was inter alia resolved to form co-operative housing society which was to be known as Seven Hills Sahakari Gruh Nirman Sanstha (hereinafter referred to as "**Proposed Society**") and appoint Nexzone Energy utilities LLP as a Developers to carry out the development on the said property under the provisions of Regulation 33 (10) of the Development Control Regulations, 1991 ("**D.C.Regulation**")
- d. By a Development Agreement dated 31.12.2013 made between the Seven Hills Sahakari Gruh Nirman Sanstha (Proposed Society) therein referred to as Party of First Part, the Nexzone Energy utilities LLP therein referred to as Party of Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part, the Proposed Society granted rights to develop the said Property in favour of the Nexzone at or for consideration and on the terms and conditions contained therein. The Society has executed a Power of Attorney dated 31.12.2013 in favour of the Nexzone to do all acts, deeds, matter, things more particularly described therein.
- e. By a Joint Consent Letter dated 31.12.2013 given by members of Seven Hills Sahakari Gruh Nirman Sanstha in favor Nexzone Energy utilities LLP as a Developers to carry out the development on the said property under the provisions of Regulation 33 (10) of the Development Control Regulations, 1991 ("**D.C.Regulation**")
- f. The Competent Authority nominated by the State Government of Maharashtra has issued Annexure II from time to time being a certified list of total slum tenements standing on the said Property and certification of the Slum tenements/ slum dwellers eligible for rehabilitation as per the provisions of the Slum Act read with applicable D.C. Regulations. By a Notice issued by Deputy Collector and Competent Authority dated 09..04.2018 notifies that a slum scheme is being promoted by Nexzone Energy utilities LLP with the Proposed Society on land bearing CTS Nos. 12(part), 55, 55/1 to 55/14 and 56 and 56/1 to 56/7 being the said Property. The notice further records that as per the final Annexure II finalized by the Deputy Collector and Competent Authority there are 158 hutments on the said Property out of which 113 hutments, 88 Residential, 5 Commercial are eligible as per the D.C. Regulation 33(10) and 20 hutments dwellers found to be non-eligible



tenements and whereas slum dwellers from 16 hutments are required to prove their eligibility.

C. Permission and approvals

- I. I have been furnished with Letter of Intent dated 06.11.2017 bearing reference no. SRA/ENG/2846/S/PL/LOI issued by Slum Rehabilitation Authority to Nexzone for the proposed slum rehabilitation scheme on the said Property under the provision of Regulation 33(10) D.C. Regulations FSI of 3.60 (FSI sanctioned for the Project) while the permissible FSI of 3 has been approved for the Slum Plot and FSI in respect of the development of the said Property subject to the terms and conditions contained therein. I bring to your attention that I have not seen the interim documents at each stage leading up to the issuance of the LOI and I presume that LOI has been duly issued.
- II. I have been furnished with a copy of intimation of Approval dated 21.11.2017 bearing reference No. S/PVT/125/20151215/R addressed by Slum Rehabilitation Authority to Nexzone in respect of Wing A rehab building and Wing B Sale Building known as "**Marathon Neohills**" proposed to be constructed on the said Property.
- III. I have been furnished with a copy of Amended intimation of Approval dated 21.08.2018 bearing reference no. S/PVT/125/20151215/R addressed by Slum Rehabilitation Authority to Nexzone in respect of Wing A rehab building and Wing B Sale Building known as "**Marathon Neohills**" proposed to be constructed on the said Property.
- IV. I have been further been informed by Nexzone that it has obtained all the necessary approvals/ permissions for the development of the said Property from all the relevant authorities including State Government.

D. Revenue Records

I. PROPERTY REGISTER CARDS

I have been provided with Property Register Cards ("**PRC**") dated 08.11.2017 on perusal of the same I note the following :

CTS No.	Area (in square meters)	Owner	Tenure
12	13424.4		C
55	220.1	Owner of Bhandup Properties	C-1
55/1	15.3	Owner of Bhandup Properties	C-1



55/2	23.5	Owner of Bhandup Properties	C-1
55/3	26.3	Owner of Bhandup Properties	C-1
55/4	15.3	Owner of Bhandup Properties	C-1
55/5	15.3	Owner of Bhandup Properties	C-1
55/6	26.3	Owner of Bhandup Properties	C-1
55/7	15.7	Owner of Bhandup Properties	C-1
55/8	15.3	Owner of Bhandup Properties	C-1
55/9	15.3	Owner of Bhandup Properties	C-1
55/10	15.7	Owner of Bhandup Properties	C-1
55/11	15.7	Owner of Bhandup Properties	C-1
55/12	15.3	Owner of Bhandup Properties	C-1
55/13	15.3	Owner of Bhandup Properties	C-1
55/14	15.7	Owner of Bhandup Properties	C-1
56	17.7	Owner of Bhandup Properties	C
56/1	17.7	Owner of Bhandup Properties	C
56/2	17.7	Owner of Bhandup Properties	C
56/3	19	Owner of Bhandup Properties	C
56/4	13.4	Owner of Bhandup Properties	C
56/5	12.4	Owner of Bhandup Properties	C
56/6	12.4	Owner of Bhandup Properties	C
56/7	13.3	Owner of Bhandup Properties	C

I note that the PRCS for land bearing CTS No. 12(part), 55, 55/1 to 55/14 and 56 and 56/1 to 56/7 have not been updated to reflect the name of the Nexzone as the owner. I have been given to understand by the representatives of Nexzone that they have made the necessary application and same is the in the process of updating the revenue records.



I note that save and except land bearing CTS Nos. 55 and 55/1 to 55/14, all the land parcels have C-1 (unauthorized NA use) as its tenure. I further note that all the PRCs record that NA assessment taxes to the tune of 19,370/-. I have been informed by "Nexzone" that NA taxes have been duly paid by it and as on date there are no outstanding dues in respect of the same.

II. 7/12 Extracts

- a. I have been furnished with a copy of 7/12 extract of dated 01.10.2018 for land bearing Survey No. 154/1/1 on perusal of the same I note as under :
- b. The area of the 154/1/1 is 42751 Square meters and the land continues to appear in the name of Pratapsinh Shoorji Vallabhdas.
- c. I have informed that 7/12 extract for land bearing Survey No. 154/2 is closed
- d. On perusal of mutation entries reflected on the 7/12 extract I note as under
 - i. By Mutation entry No. 969 for Survey No. 154/1 and 154/2 of Said Property, on the basis of Application by Power of Attorney Holder Shri. Mahendra J Mehata name Ratansey Karsondas & Ors recoded in Revenue Record by virtue of order No. RTS/WS 1128 dated 07.03.1969
 - ii. By Mutation entry No. 1514, after the death of Gopalji Virji name of 1. Jayalaxmi Gopalji Gantra and Anjali Gopalji Gantra is recorded in Revenue Record as well as after the death Smt Rukhmani Purshottam alias Rukhamini Babulal Majethia the name of 1. Mr. Raja Babulal Majethia ii) Mrs. Chandika Rameshkumar Kutchi iii) Mrs. Divya Rajendra Kutchi, iv) Mrs. Heena Rashmikant Karia v) Mrs. Bhavna Vasant Daiya (and vi) Mrs. Jyoti Darmesh Gandha are recoded in Revenue Record.
 - iii. By Mutation entry No. 1519 names of deceased person are deleted and the namely Pratapsinh Shoorji Vallabhdas, Dilipsinh Shoorji Vallabhdas, Damyanti Virji, Arunkumar Purshottam, Vasantkumar Purshottam, Damyanti Liladhar, Saraswati Pralhadrai, Jayalaxmi Gopalji Gantra and Mr. Raja Babulal Majethia shows as owner of Said Property.

E. Litigation

I have been informed by the representative Nexzone Energy utilities LLP that there is no litigation is pending in respect of Said Property.



F. Lien and charge

I have been informed by the representative Nexzone Energy utilities LLP that there is no Lien and charge in respect of Said Property.

G. Development Plan and Remark

As per revised Draft D.P. 2034 published on 27.05.2016 for CTS No. 12(part), 55, 55/1 to 55/14 and 56 and 56/1 to 56/7 for Village Bhandup the Said property falls under Residential Zone. The said property is affected by a 36.60 meter DP. Road along with extended existing 9.15 meter realigned D. P. Road which is proposed to be widened as per Development Plan.

H. Other Observations

I have inspected certain original documents of title in relation to the property.

I have been informed by representative of Nexzone as under :

- a) Save and except what has been stated hereinabove, there are no any litigations affecting the said Property or any portion thereof.
- b) There are no mortgages created on the built-up area of the sale buildings to be constructed on the said Property or on the said Property or any part thereof.
- c) The said Property or any portion thereof is not subject to any acquisition proceedings by the State Government or any other Government Authority.
- d) There is a no place of worship on a part of the said Property and the same is confirm in the Annexure II issued by the Competent Authority.
- e) There are no electricity sub-stations, underground pipes etc. running through the said Property or any portion thereof.
- f) The said Property did not belong to any Tribals or Adivasis.
- g) The said Property is not subject to any easements or any restrictive covenants or otherwise:
- h) The said Property or any part thereof is not affected by forest reservation.
- i) The said Property is not abutting any defence area.
- j) There are no contingent liabilities in the books of Nexzone which may attach to the said Property.



k) The said Property is not affected by any schemes or orders issued and passed under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and the urban land ceiling authorities have not acquired possession of the said Property, or any part thereof.

l) There is sufficient road access to the said Property.

For the purposes of this opinion on title, I have made certain assumptions which are set out in the **Third Schedule** hereto

I. Certification

on the basis of Papers/Documents and information provided in relation to the said Property by M/s. Nexzone Energy utilities LLP ("**Nexzone**") I am of the opinion that M/s. Nexzone Energy utilities LLP has a clear and Marketable Title over the same and I am therefore, the opinion that the said property (More particularly described in schedules hereunder) is clear and marketable and I further certify that the Developer is authorized to develop land more particularly described in the schedule hereunder and construct the Sale Wing B to be known as "**Marathon Neohills**" and further certify that the Developer is authorized to sell units / Flats / Premises in the said Sale Wing "B" on ownership basis as contemplated by the RERA .

THE FIRST SCHEDULE REFERRED TO HEREINABOVE TO

(Description of the said Property)

All that piece and parcel of land bearing Survey No. 125/1/3 (Part) All that piece and parcel of land bearing Survey No. 154(part) corresponding to CTS No. 12(part) admeasuring about 3218.50 Square meters, Survey No. 154(1)Part corresponding CTS Nos. 55 and 55/1 to 55/14 admeasuring about 457.90 Sq Square meters and CTS No 56 and 56/1 to 56/7 admeasuring about 123.60 square meter aggregating to 3800.14 square meter situate, lying and being in the revenue Village of Bhandup, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Tembi Pada, Gaondevi Road, Bhandup (West), Mumbai 400 078 .

THE SECOND SCHEDULE REFERRED TO HEREINABOVE TO

(List of Original Documents inspected)

1. By a Development Agreement dated 17.03.2015 made between Pratapsinh Shoorji Vallabhdas, Dilipsinh Shoorji Vallabhdas, Damyanti Virji, Arunkumar Purshottam, Vasantkumar Purshottam, Damyanti Liladhar, Saraswati Pralhadrai, Jayalaxmi Gopalji Gantra and Mr. Raja Babulal Majethia therein referred to as Vendors of one part, Matrix waste Management Private



Limited Confirming Party and Nexzone Energy utilities LLP Developers therein of Party of Third Part and said Development Agreement registered with the office of Sub-Registrar of Assurances at Kurla-3 on 10.04.2015 under Serial No.KRL-3/2866/2015,

2. The Power of attorney dated 10.04.2015 in favor of i. Mayur Ramniklal Shah and li. Kaivalya Chetan Shah the Partner of Nexzone Energy utilities LLP is registered with the office of Sub-Registrar of Assurances at Kurla-3 under Serial No.KRL-3/2867/2015 wherein the Vendors given all powers for Development of **Said Property**.
3. A Development Agreement dated 31.12.2013 made between Seven Hills Sahakari Gruh Nirman Sanstha (Proposed) therein referred to as Party of the First Part, Nexzone Energy utilities LLP Developers therein referred to as Party of a Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part.
4. The Power of Attorney dated 31.12.2013 in favour of the Nexzone Energy utilities LLP to do all acts, deeds, matter, things more particularly described therein.
5. Joint Consent Letter dated 31.12.2013 given by members of Seven Hills Sahakari Gruh Nirman Sanstha in favor Nexzone Energy utilities LLP as a Developers to carry out the development on the said property under the provisions of Regulation 33 (10) of the Development Control Regulations, 1991 ("**D.C.Regulation**")
6. Letter of Intent dated 06.11.2017 bearing reference no. SRA/ENG/2846/S/ PL/LOI issued by Slum Rehabilitation Authority to Nexzone in respect of Wing A rehab building and Wing B Sale Building known as "**Marathon Neohills**" proposed to be constructed on the said Property.
7. Intimation of Approval dated 21.11.2017 bearing reference no. S/PVT/125/20151215/R addressed by Slum Rehabilitation Authority to Nexzone in respect of Wing A rehab building and Wing B Sale Building known as "**Marathon Neohills**" proposed to be constructed on the said Property.
8. Amended intimation of Approval dated 21.08.2018 bearing reference no. S/PVT/125/20151215/R addressed by Slum Rehabilitation Authority to Nexzone in respect of Wing A rehab building and Wing B Sale Building known as "**Marathon Neohills**" proposed to be constructed on the said Property.



THE THIRD SCHEDULE HEREINABOVE REFERED TO

(Assumptions)

1. *This opinion on the title is based on the information given to us pursuant to the documents and statements submitted. Furnished and produced before us from time to time during the course of our due diligence.*
2. *while conducting our due diligence exercise, I have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us and the conformity with the originals of all documents supplied as copies. In addition, I have assumed and have not verified the accuracy as to factual matters of each document I have reviewed.*
3. *This opinion on Title is confined and limited to the state of affairs as on the date hereof. I am not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.*
4. *I am unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether agents acting for such parties had the Power of attorney to so act where the documents have been executed as attorneys.*
5. *This opinion on title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This opinion on Title is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts therein contained only as on the date thereof.*
6. *I express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advise after date of this opinion on Title of any changes in the foregoing or any changes of circumstances of which I may become aware that may affect our observations contained herein.*
7. *For the purpose of this opinion on Title, I have not independently verified the Power of attorney or the authority under which the individuals have signed the deeds of conveyance / document of title as Constituted Attorney.*
8. *I have relied solely on the registered documents of title furnished to us in cases where there is any inconsistency between the title reports and other unregistered documents furnished to us from time to time during the course of our due diligence exercise.*



9. *I assume that technical diligence in respect of the said Property as regards the development potential of the same has been independently carried out.*
10. *I have not opined on the structures and/or any buildings standing on the said Property and I recommend that a separate technical diligence be conducted for the same.*
11. *This opinion on Title for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.*
12. *I expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this opinion on Title.*

Dated this 5th day of October, 2018

Prasanna S. Tare
Advocate