

5th October, 2021

To:
MahaRERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to the demarcated portion of the lands admeasuring approximately 9,304.21 square meters ("**Development Portion**"), being a part of MHADA leasehold larger lands admeasuring 18,280.01 square meters bearing Survey no. 236-A (Part), CTS nos. 194A/9/10 and Plot G and 194A/9/11 and Plot H both of Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai 400 075.

(1) We have investigated the title of the rights and entitlements of Messrs. Agnel Developers, a partnership firm registered under the Indian Partnership Act, 1932, ("**Agnel**")

(A) Description of the Property - Development Portion, that is, MHADA leasehold lands admeasuring approximately 9,304.21 bearing Survey no. 236-A (Part), CTS nos. 194A/9/10 and Plot G and 194A/9/11 and Plot H both of Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai 400 075 ("**Entire Lands**"),

(B) Documents of allotment of Development Portion

Registered Development Agreement dated 26th February, 2005, ("**DA-I**") and Registered Development Agreement dated 15th September, 2005 ("**DA-II**") Registered Development Agreement dated 15th September, 2005 ("**DA-III**") and Registered Power of Attorney dated 8th April, 2005, Registered Power of Attorney dated 15th September, 2005 and Registered Power of Attorney dated 20th October, 2005.

(C) 7/12 extract provides S. No. 236-A area admg. 89 Acres 15 Gunthas i.e. 4, 32, 525 sq.yds. is shown in the name of Bombay Housing Board as per the Mutation Entry No.2044 dated 16th October, 1958.

(D) Search Reports for 40 years from 1979 to 2019.

(2) **On Perusal** of the above mentioned documents and all other relevant documents relating to title of Agnel to develop the said Development Portion as detailed in Annexure 'A', we are of the opinion that Agnel is entitled to undertake the development of the Development Portion, and to allot and sell flats and premises therein on what is popularly known as "ownership basis" in accordance with applicable laws and regulations, subject to what is stated in Annexure A.

(3) **The Owner** of the land bearing CTS no.194A/9/10 and 194A/9/11 is Pant Nagar Ashtavinayak CHSL, Pant Nagar Satyavijay CHSL, Pant Nagar Vishranti CHSL, Pant Nagar Samadhan CHSL, Pant Nagar Sagar CHSL, Pant Nagar Sainath CHSL, Pant Nagar Chandrodya CHSL, Pant Nagar Yashodham CHSL and Pant Nagar Adarsh CHSL.

This Legal Title Report and Annexure 'A' reflecting the flow of title and other matters in respect of Agnel's rights and entitlements to the Development Portion is as of 28th October, 2020, and Annexure 'A' is enclosed herewith and our detailed report on title will be annexed to the agreements for sale.

Yours faithfully,



Ajay Basutkar
Advocate

Encl: As above.

FORMAT 'A'
(Circular No. 28/ 2021)

Annexure A

Flow Of The Title Of The Said Development Portion

- (1). **7/12 extract provides** S. No. 236-A area admg. 89 Acres 15 Gunthas i.e. 4, 32, 525 sq.yds. is shown in the name of Bombay Housing Board as per the Mutation Entry No.2044 dated 16th October, 1958.
- (2). **Mutation Entry No. 2044** dated 16th October, 1958.
- (3). **Search Report** for 40 years from 1979 to 2019
- (4). **Any other relevant title:**
 - (A) The development of the Entire Lands which form a part of a larger lay-out of MHADA, the area of which has been amended from time to time under various lay-out approvals and permissions issued by MHADA.
- (5) **Litigations**
 - (i). L.C. Suit No. 2707 of 2009 – before the Hon'ble City Civil Court at Bombay
 - (ii). L.C. Suit No. 2708 of 2009 – before the Hon'ble Bombay City Civil Court
 - (iii). LC Suit No. 3444 of 2013 – before the Hon'ble Bombay City Civil Court
 - (iv). Writ Petition No. 2808 of 2017 – before the Hon'ble Bombay High Court
 - (v). L.C. Suit No. 5240 of 2007- before the Hon'ble Bombay City Civil Court

No adverse orders have been passed in relation to above litigations. In our opinion, the above matters will not hamper this Project.

Dated this 6th October, 2021.

Yours faithfully,



Ajay Basutkar
Advocate