

**TITLE SEARCH REPORT**

At the request of our client, **MICL REALTY LLP**, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at 12<sup>th</sup> Floor, Krushal Commercial Complex, Above Shoppers Stop, G.M. Road, Chembur (W), Mumbai 400089 (hereinafter referred to as the "**Developer**"), we have investigated their title in respect of all that piece or parcel of land collectively admeasuring 2461.71 sq. meters comprising of three adjoining parcels of land admeasuring 829.81 Sq. Meters (including 51.02 M2 Tit-Bit Area and hereinafter referred to as "**Plot No. 1**"), 827.56 Sq. Meters (including 72.97 M2 Tit-Bit Area and hereinafter referred to as "**Plot No. 2**") and 804.34 Sq. Meters (including 51.02 M2 Tit-Bit Area and hereinafter referred to as "**Plot No. 3**") all bearing Survey No. 236-A (Part), City Survey No. 194-A/9/6 of Village No. 102 and Zone No. 485 of Pantnagar Part B Layout, lying being and situated at Pant Nagar, Ghatkopar (East) in Registration sub District of Chembur, Mumbai Suburban District and now amalgamated into Plot No. 2, Building No. 156, Pant Nagar Gokul CHS Ltd. as per Final Order dated 2<sup>nd</sup> September, 2016 bearing No. Mum/Upani/B-2 /Amalgamation/5389/2016 issued by Deputy Registrar, Co-operative Societies, MHADA under Section 17 of the Maharashtra Co-operative Societies Act, 1960 and Rules 16 framed thereunder (hereinafter collectively referred to as the "**Larger Land**").

We have perused the photocopies of various documents furnished to us, including in particular the following documents.

**I. List of Documents**

1. **Documents pertaining to Pant Nagar Sagar Co-operative Housing Society Limited, Building No. 154 standing on Plot No.1 admeasuring 829.81 Sq. Meters (including 51.02 M2 Tit-Bit Area)**
  - A. Indenture of Lease dated 16<sup>th</sup> February, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1882/2006 entered into between Maharashtra Housing and Development Authority (hereinafter referred to as "**MHADA**") and Pant Nagar Sagar Co-operative Housing Society Limited (hereinafter referred to as "**Sagar Society**").
  - B. Deed of Sale dated 16<sup>th</sup> February, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/ 1883/2006 entered into between MHADA and Sagar Society.
  - C. Development Agreement dated 4<sup>th</sup> March, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1920/2006 entered in to between Shree Shagun Reality (hereinafter referred to as "**Shree Shagun**") and Sagar Society.
  - D. Power of Attorney dated 4<sup>th</sup> March, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1921/2006 executed by Sagar Society in favour Shree Shagun.

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- E. Cancellation Deed dated 14<sup>th</sup> June, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-3/6756/2010 entered into between Shree Shagun and Sagar Society for cancellation of Development Agreement dated 4<sup>th</sup> March, 2006.
- F. Cancellation Deed dated 14<sup>th</sup> June, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-13/6757/2010 entered into between Shree Shagun and Sagar Society for cancellation of Power of Attorney dated 4<sup>th</sup> March, 2006.
- G. Development Agreement dated 11<sup>th</sup> February, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR/3/4860/2010 entered into between Sagar Society and Preet Gruh Nirman Private Limited (hereinafter referred to as "**Preet**").
- H. Power of Attorney dated 11<sup>th</sup> February, 2010 registered with the Sub Registrar of Assurances under serial no. BDR3/04861/2010 executed by Sagar Society in favour of Mr. Sunpreet Singh, the Director of Preet as its constituted attorney.
- I. Deed of Revocation of Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of assurances under serial no. KRL1/4458/2016 executed by Sagar Society.
- J. Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4457/2016 entered into between Preet, Sagar Society and the Developer.
- K. Irrevocable Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4459/2016 issued by Sagar Society through its office bearers in favour of the Developer.
- L. NOC dated 3<sup>rd</sup> June, 2015 bearing No. CO/MB/REE/NOC/F-737/641/2015 issued by MHADA addressed to Sagar Society.
- M. Final Order dated 2<sup>nd</sup> September, 2016 bearing No. Mum/Upani/B-2 /Amalgamation/5389/2016 issued by Deputy Registrar, Co-operative Societies, MHADA under Section 17 of the Maharashtra Co-operative Societies Act, 1960 and Rules 16 framed thereunder
2. **Documents pertaining to Pant Nagar Gokul Co-operative Housing Society Limited, Building No. 156 standing on Plot No. 2 admeasuring of 827.56 Sq. Meters (including 72.97 M2 Tit-Bit Area);**
- A. Indenture of Lease dated 16<sup>th</sup> February, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1885/2006 entered into between MHADA and Pantnagar Gokul Co-operative Housing Society Limited (hereinafter referred to as "**the Gokul Society**").
- B. Deed of Sale dated 16<sup>th</sup> February, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/ 1883/2006 entered into between MHADA and Gokul Society.
- C. Development Agreement dated 3<sup>rd</sup> March, 2006 registered with the Sub Registrar of Assurances under Serial No. . BDR-13/1912/2006 entered into between Shagun Reality Enterprise (hereinafter referred to as "Shagun Reality") and Gokul Society.

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- D. Power of Attorney dated 4<sup>th</sup> March, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1913/2006 executed by Gokul Society in favour Shagun Reality.
- E. Cancellation Deed dated 6<sup>th</sup> May, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-3/5291/2010 entered into between Shagun Reality and Sagar Society for cancellation of Development Agreement dated 3<sup>rd</sup> March, 2006
- F. Cancellation Deed dated 6<sup>th</sup> May, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-3/5292/2010 entered into between Shagun Reality and Gokul Society for cancellation of Power of Attorney dated 4<sup>th</sup> March, 2006.
- G. Development Agreement dated 27<sup>th</sup> August 2007 registered with the Sub Registrar of Assurances under Serial No. BDR/3/8737/2007 entered into between Housing Development & Infrastructure Limited (hereinafter referred to as "**HDIL**") and Gokul Society
- H. Power of Attorney dated 14<sup>th</sup> December, 2007 registered with the Sub Registrar of Assurances under Serial No. BDR3/09100/2007 executed by Gokul Society in favour of HDIL.
- I. Intimation of Disapproval (hereinafter referred to as the "**IOD**") dated 12<sup>th</sup> March, 2010 bearing No. CHE/ES/0261/L-N/337 (NEW) issued by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "**MCGM**") addressed to Housing Development & Infrastructure Limited ("**HDIL**").
- J. Commencement Certificate dated 9<sup>th</sup> August, 2010 bearing No. CE/6526/BPES/AN issued by the MCGM addressed to HDIL.
- K. Letter dated 9<sup>th</sup> September, 2014 issued by HDIL addressed to Preet.
- L. Resolution dated 11<sup>th</sup> December, 2014 passed by members of Gokul Society in the Special General Meeting.
- M. No Objection Certificate (hereinafter referred to as the "**NOC**") dated 3<sup>rd</sup> June, 2015 bearing No. CO/MB/REE/NOC/F-734/639/2015 issued by MHADA addressed to Gokul Society.
- N. Deed of Revocation dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL1/4439/2016 executed by Gokul Society.
- O. Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4438/2016 entered into between HDIL, Preet, Gokul Society and the Developer.
- P. Irrevocable Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4440/2016 issued by the Gokul Society through its office bearers in favour of the Developer.
- Q. Letter dated 29<sup>th</sup> July, 2016 bearing No. EE/HMD/MB/2648/2016 issued by MHADA addressed to Gokul Society.

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R. NOC dated 27<sup>th</sup> December, 2016 bearing No. CO/MB/REE/NOC/F-734/1931/2016 issued by MHADA addressed to Gokul Society.

3. **Documents pertaining to Pant Nagar Navin Samadhan Co-operative Housing Society Limited Building No. 158 standing on Plot No. 3 admeasuring of 804.34 Sq. Meters (including 51.02 M2 Tit-Bit Area)**

- A. Indenture of Lease dated 30<sup>th</sup> July, 2010 read with the Lease Deed of Rectification dated 4<sup>th</sup> October, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-13/8944/2010 entered into between MHADA and Pantnagar Navin Samadhan Co-operative Housing Society Limited (hereinafter referred to as "**Navin Samadhan Society**").
- B. Deed of Sale dated 30<sup>th</sup> July, 2010 read with Sale Deed of Rectification dated 4<sup>th</sup> October, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-13/8943/2010 entered into between MHADA and Navin Samadhan Society.
- C. Development Agreement dated 10<sup>th</sup> September 2010 registered with the Sub Registrar of Assurances under Serial No. BDR/3/12672/2010 entered into between Preet i.e., Preet Gruh Nirman Private Limited and Navin Samadhan Society.
- D. Power of Attorney dated 18<sup>th</sup> October, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR3/12673/2010 executed by Navin Samadhan Society in favour of Preet.
- E. NOC dated 3<sup>rd</sup> June, 2015 bearing No. CO/MB/REE/NOC/F-736/640/2015 issued by MHADA addressed to Navin Samadhan Society.
- F. Deed of Revocation dated 29<sup>th</sup> April, 2016, registered with the Sub Registrar of Assurances under Serial No. KRL1/4442/2016 executed by Navin Samadhan Society
- G. Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4441/2016 entered into between Preet, Navin Samadhan Society and the Developer.
- H. Irrevocable Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4443/2016 issued by the Navin Samadhan Society through its office bearers in favour of the Developer.
4. Amalgamation Order dated 29<sup>th</sup> July, 2016 bearing No. EE/HMD/MB/2648/2016 and Final Order dated 2<sup>nd</sup> September, 2016 bearing No. Mum/Upani/B-2 /Amalgamation/5389/2016 issued by Deputy Registrar, Co-operative Societies, MHADA under Section 17 of the Maharashtra Co-operative Societies Act, 1960 and Rules 16 framed thereunder.

5. Extract of the Property Card.

**II. Analysis of the Title and Other Documents:**

1. The erstwhile Maharashtra Housing Board, a Corporation established under the Mumbai Housing Board Act, 1948 was the owner of and sufficiently seized and possessed of Plot No. 1, Plot No. 2 and Plot No. 3.

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2. The abovementioned Maharashtra Housing Board constructed three buildings on each of the above three parcels of land vis. (i) Building No. 154 on Plot No. 1 (hereinafter referred to as the "**Building No. 154**") (ii) Building No. 156 on Plot No. 2 (hereinafter referred to as the "**Building No. 156**") and (iii) Building No. 158 on Plot No. 3 (hereinafter referred to as the "**Building No. 158**"); each having 32 tenements.
3. MHADA came into force with effect from 5<sup>th</sup> December, 1977 as a result of which Maharashtra Housing Board stood dissolved and all the rights and obligations of the Maharashtra Housing Board came to be vested in MHADA.
4. The residents of all the aforesaid buildings i.e., Building No. 154, Building No. 156 and Building No. 158 formed themselves into three different cooperative housing societies viz (i) Sagar Society (ii) Gokul Society and (iii) Navin Samadhan Society respectively.
5. Subsequently, MHADA by way of three separate Lease Deeds granted the leasehold rights pertaining to each of the aforesaid Building No. 154, Building No. 156 and Building No. 158 to their respective co-operative housing society and by way of three separate conveyance deeds conveyed the ownership rights of the said Building nos. 154, 156 and 158 to their respective co-operative housing societies, the details of which are enumerated below. The aforesaid Building No. 154, Building No. 156 and Building No. 158 had become dilapidated owing to the passage of time and the members of the aforesaid societies considered it fit to engage the services of a developer to redevelop the said buildings. Each society separately undertook the redevelopment through a developer, the details of which are more particularly enumerated below.

#### **Sagar Society**

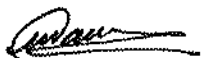
6. By way of an Indenture of Lease dated 16<sup>th</sup> February, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1882/2006, MHADA granted leasehold right over Plot No. 1 to Sagar Society for a period of 99 (Ninety Nine) years on terms and conditions specified therein. Further, by way of a Deed of Sale dated 16<sup>th</sup> February, 2006 conveyed the ownership of the Building No. 154 unto the Sagar Society. Accordingly, Sagar Society became seized, possessed of and sufficiently entitled to the leasehold rights over Plot No. 1 forming a part of the Larger Land and to the ownership rights of the Building No. 154 standing thereon.
7. The Building No. 154 was in a dilapidated condition and it was essential to redevelop the same. The said Sagar Society by way of a Development Agreement dated 4<sup>th</sup> March, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1920/2006 granted the development rights for the Building 154 and the underlying Plot No. 1 to Shree Shagun, which was later revoked by Sagar Society by way of Deed of Cancellation dated 14<sup>th</sup> June, 2010, registered with the Sub Registrar of Assurances under Serial No. BDR-3/6756/2010 as Shree Shagun was not able to fulfill its obligations as envisaged under the development agreement owing to paucity of funds.
8. Thereafter, by way of another Development Agreement dated 11<sup>th</sup> February, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR/3/4860/2010 Sagar Society granted the development rights for the Building 154 and the underlying Plot No. 1 to Preet. Sagar Society also executed a Power of Attorney dated 11<sup>th</sup> February, 2010 registered with the Sub Registrar of Assurances under serial no. BDR3/04861/2010 in favour of Mr. Sunpreet Singh, the Director of Preet as its constituted attorney to perform such acts as required for the redevelopment.

9. Preet obtained NOC from MHADA dated 3<sup>rd</sup> June, 2015 bearing No. CO/MB/REE/NOC/F-737/641/2015 on behalf of Sagar Society to redevelop the Building No. 154 and the underlying Plot No. 1 as per 2.5 FSI Policy of MHADA and in accordance of Regulation 33(5) of the Development Control Regulations and other terms specified therein.
10. Thereafter, by way of a Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4457/2016 executed between Preet, Sagar Society and the Developer, Preet assigned the development rights pertaining to the Building No. 154 and the underlying Plot No. 1 along with all the other rights, title and interest as recorded in the Development Agreement dated 11<sup>th</sup> February, 2010 between Sagar Society and Preet unto the Developer as per terms and conditions specified therein.
11. Pursuant to the Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016, Sagar Society through its office bearers issued an irrevocable Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL - 1/4459/2016 in favour of the Developer granting them the irrevocable power and authority to carry out the various deeds and acts specified for the purpose of redevelopment of Building No. 154 in accordance with the above-mentioned Deed of Assignment of Development Rights.
12. By way of a Deed of Revocation of Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of assurances under serial no. KRL1/4458/2016, Sagar Society revoked the Power of Attorney dated 11<sup>th</sup> February, 2010 registered with the Sub Registrar of Assurances under serial no. BDR3/04861/2010 executed by it in favour of Preet.

#### **Gokul Society**

13. By way of an Indenture of Lease dated 16<sup>th</sup> February, 2006, registered with the Sub Registrar of Assurances under Serial No. BDR13/01884/2006, MHADA granted leasehold right over of Plot No. 2 to Gokul Society for a period of 90 (Ninety) years subject to terms and conditions specified therein. Further, by way of a Deed of Sale dated 16<sup>th</sup> February, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1885/2006 MHADA also conveyed the ownership of the Building No. 156 unto Gokul Society. Accordingly, Gokul Society became seized, possessed of and sufficiently entitled to the leasehold rights over Plot No. 2 forming a part of the Larger Land and to the ownership rights of the Building No. 156 standing thereon.
14. The Building No. 156 was in a dilapidated condition and it was essential to redevelop the same. Gokul Society by way of a Development Agreement dated 3<sup>rd</sup> March, 2006 registered with the Sub Registrar of Assurances under Serial No. BDR-13/1912/2006 granted the development rights for the Building 156 and the underlying Plot No. 2 to Shagun Reality which was later revoked by Gokul Society by way of Deed of Cancellation dated 6<sup>th</sup> May, 2010, registered with the Sub Registrar of Assurances under Serial No. BDR-3/5291/2010 as Shagun Reality was not able to fulfill its obligations as envisaged under the development agreement owing to paucity of funds.

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15. Thereafter, by way of another Development Agreement dated 27<sup>th</sup> August, 2007 registered with the Sub Registrar of Assurances under Serial No. BDR/3/8737/2007 Gokul Society granted the development rights for the Building 156 and the underlying Plot No. 2 to HDIL.
16. Gokul Society also executed a Power of Attorney dated 14<sup>th</sup> December, 2007 registered with the Sub Registrar of Assurances under Serial No. BDR3/09100/2007 in favour of HDIL in order to enable HDIL to perform such acts as required for the redevelopment.
17. HDIL thereafter obtained IOD dated 12<sup>th</sup> March, 2010 bearing No. CHE/ES/0261/L-N/337 (NEW) and Commencement Certificate dated 9<sup>th</sup> August, 2010 bearing No. CE/6526/BPES/AN from MCGM for redevelopment of Building No. 156.
18. HDIL subsequently by way of a letter dated 9<sup>th</sup> September, 2014 agreed to assign the development rights in the said Building No. 156 and the underlying Plot No. 2 to Preet. Members of Gokul Society granted their consent to aforesaid assignment by way of a resolution dated 11<sup>th</sup> December, 2014 passed by in the Gokul Society special general meeting and agreed to the appointment of Preet as the developer in place and stead of HDIL. However, the deed of assignment and other relevant documents were never executed between HDIL and Preet and Preet merely on the basis of the said Letter dated 9<sup>th</sup> September, 2014 and the Gokul Society resolution dated 11<sup>th</sup> December, 2014 applied to the various authorities for the permission for redevelopment of Building No. 156 standing on Plot No.2.
19. Pursuant to the abovementioned Development Agreement with HDIL and the subsequent arrangement with Preet, NOC dated 3<sup>rd</sup> June, 2015 bearing No. CO/MB/REE/NOC/F-734/639/2015 was obtained from MHADA on behalf of Gokul Society to redevelop the Building No. 156 and the underlying Plot No. 156 as per 2.5 FSI Policy of MHADA and in accordance of Regulation 33(5) of the Development Control Regulations and other terms specified therein.
20. Subsequently, by way of a Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4438/2016 executed between HDIL, Preet, Gokul Society and the Developer, HDIL has assigned the development rights pertaining to the Building No. 156 and the underlying Plot No. 2 along with all the other rights, title and interest as recorded in the Development Agreement dated 27<sup>th</sup> August, 2007 between Gokul Society and HDIL as well as the letter dated 9<sup>th</sup> September, 2014 addressed by HDIL to Preet unto the Developer as per the terms and conditions specified therein.
21. Pursuant to the Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016, Gokul Society through its office bearers issued an irrevocable Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4440/2016 in favour of the Developer granting them the irrevocable power and authority to carry out the various deeds and acts specified for the purpose of redevelopment of Building No. 156 in accordance with the above-mentioned Deed of Assignment of Development Rights.
22. By way of a Deed of Revocation dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL1/4439/2016 Gokul Society revoked the Power of Attorney dated 14<sup>th</sup> December, 2007 registered with the Sub Registrar of Assurances under Serial No. BDR3/09100/2007 executed in favour of HDIL.



### Navin Samadhan Society

23. By way of an Indenture of Lease dated 30<sup>th</sup> July, 2010 read with a Deed of Rectification dated 4<sup>th</sup> October, 2010, registered with the Sub Registrar of Assurances under Serial No. BDR-13/8944/2010, MHADA granted leasehold right over Plot No. 3 to Navin Samadhan Society for a period of 99 years on terms and conditions specified therein. Further, by way of a Deed of Sale dated 30<sup>th</sup> July, 2010 read with a Deed of Rectification dated 4<sup>th</sup> October, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-13/8943/2010, MHADA also conveyed the ownership of the Building No. 158 unto Navin Samadhan Society. Accordingly, Navin Samadhan Society became seized, possessed of and sufficiently entitled to the leasehold rights over Plot No. 3 forming a part of the Larger Land and to the ownership rights of the Building No. 158 standing thereon.
24. The Building No. 158 was in a dilapidated condition and it was essential to redevelop the same. The said Navin Samadhan Society by way of a Development Agreement dated 10<sup>th</sup> September, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR-3/12672/2010 granted the development rights for the Building 158 and the underlying Plot No.3 to Preet on terms and conditions specified therein.
25. Navin Samadhan also executed a Power of Attorney dated 18<sup>th</sup> October, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR3/12673/2010 in favour of Preet in order to enable Preet to carry out activities related to the development.
26. Thereafter, Preet obtained NOC from MHADA dated 3<sup>rd</sup> June, 2015 bearing No. CO/MB/REE/NOC/F-736/640/2015 on behalf of Navin Samadhan Society to redevelop the Building No. 158 and the underlying Plot No. 3 as per 2.5 FSI Policy of MHADA and in accordance of Regulation 33(5) of the Development Control Regulations and other terms specified therein.
27. Subsequently, by way of a Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4441/2016 entered into between Preet, Navin Samadhan Society and the Developer, Preet assigned the development rights pertaining to the Building No. 158 and the underlying Plot No. 3 along with all the other rights, title and interest as recorded in the aforesaid Development Agreement dated 10<sup>th</sup> September, 2010 between Naveen Samadhan Society and Preet unto the Developer as per such terms and conditions specified therein.
28. By way of a Deed of Revocation dated 29<sup>th</sup> April, 2016, registered with the Sub Registrar of Assurances under Serial No. KRL1/4442/2016, Navin Samadhan Society revoked the Power of Attorney dated 18<sup>th</sup> October, 2010 registered with the Sub Registrar of Assurances under Serial No. BDR3/12673/2010 in favour of Preet.
29. The abovementioned three Deeds of Assignments viz. (i) Deed of Assignment dated 30<sup>th</sup> March, 2016 executed between Preet, Sagar Society and the Developer, pertaining to the Building No. 154 and the underlying Plot No. 1 (ii) Deed of Assignment of dated 30<sup>th</sup> March, 2016 executed between HDIL, Preet, Gokul Society and the Developer, pertaining to the Building No. 156 and the underlying Plot No. 2 and (iii) Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016 executed between Preet, Navin Samadhan Society and the Developer, pertaining to the Building No. 158 and the underlying Plot No. 3.





Society and the Developer named hereinabove, pertaining to the Building No. 158 and the underlying Plot No. 3 are hereinafter collectively referred to as the "**Deeds of Assignment**".

30. Pursuant to the Deed of Assignment of Development Rights dated 30<sup>th</sup> March, 2016, Navin Samadhan Society through its office bearers issued an irrevocable Power of Attorney dated 29<sup>th</sup> April, 2016 registered with the Sub Registrar of Assurances under Serial No. KRL -1/4443/2016 in favour of the Developer, granting them the irrevocable power and authority to carry out the various deeds and acts specified for the purpose of redevelopment of Building No. 158 in accordance with the above-mentioned Deed of Assignment of Development Rights.

#### **Present Scenario**

31. In light of the above and pursuant to the Deeds of Assignment, the Developer became seized, possessed of and sufficiently entitled to development rights in respect of Building No. 154, Building No. 156 and Building No. 158 standing on Plot No. 1, Plot No. 2 and Plot No. 3 respectively and together comprising the Larger Land.
32. Thereafter, for the sake of better planning and amenities, the Developer envisaged a development plan involving merger of Sagar Society, Gokul Society and Navin Samadhan Society (hereinafter collectively referred to as the "**Societies**") into one larger single society and presented its plan/proposal for the same to Societies. Thereafter, the Societies having considered the aforesaid amalgamation plan held their respective general meetings on 10<sup>th</sup> April, 2016 and resolved to amalgamate Sagar Society and Navin Samadhan Society into Gokul Society. Pursuant to this resolution, the Societies submitted the scheme for amalgamation to the Joint/Deputy Registrar of Co-operative Societies under the relevant provisions of Maharashtra Co-operative Societies Act, 1960 and Rules framed thereunder (hereinafter referred to as the "**Societies Act**"). This scheme was approved by *vide* final order dated Final Order dated 2<sup>nd</sup> September, 2016 bearing No. Mum/Upani/B-2 /Amalgamation/5389/2016 passed by Deputy Registrar, Co-operative Societies (hereinafter referred to as the "**Amalgamation Order**") subject to the terms and conditions specified therein.
33. Pursuant to the Amalgamation Order, registrations of Sagar Society and Navin Samadhan Society under the Societies Act were cancelled. Currently, the larger society comprising of the Societies i.e., Sagar Society, Gokul Society and Navin Samadhan Society is known as the Pant Nagar Gokul Co-operative Housing Society Limited (hereinafter referred to as the "**Amalgamated Society**") bearing registration No. MUM/TAN/MHADDB/HSG/(TO)/(TC)/12299/2004-2005 under the Societies Act.
34. Thereafter, the Amalgamated Society applied to MHADA for allotment of additional built-up area for the proposed redevelopment in light of the amalgamation of the Societies. After considering the same, MHADA *vide* its letter dated 27<sup>th</sup> December, 2016 bearing No. CO/MB/REE/NOC/F-734/1931/2016 allotted additional built-up area of 5600 sq. meters to the Amalgamated Society for the proposed redevelopment upon payment of the prescribed fees and on terms and conditions specified therein.

For MICL REALTY LLP



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### III. Title Investigation

1. We have caused a title search of the Larger Land comprising of Plot No.1, Plot No. 2 and Plot No. 3 as well as Building No. 154, Building No. 156 and Building No. 158 standing thereon (hereinafter referred to as the "**Property**") to be conducted in the records of the office of the Sub-Registrar of assurances at (i) MHADA, Bandra and Old Custom House, Fort, Mumbai for period of 30 (thirty) years from the years 1987 to 2016; and (ii) at Chembur, Nahur and Vikhroli for a period of 15 (fifteen) years from the years 2002 to 2016 and have found no adverse remarks therein. A copy of the report in respect of the said search is attached as Annexure-"1".
2. The extract of the Property Card furnished to us reflects the name of MHADA as the owner and the Amalgamated Society as the lessee of the Larger Land.

### IV. Observations

1. No Public Notices has been issued in the local newspapers in respect of the Property.
2. No search was undertaken on the web portal of Ministry of Corporate Affairs in respect of charges, if any created by Developer over the Larger Land.
3. The representatives of the Developer have confirmed that the Property is not a subject matter of any litigation. No independent search was undertaken by us to confirm the same.

### V. Conclusion

Prima facie, on a physical inspection of the photocopies of the of the documents listed in Paragraph I and III above and subject to the Observations set out in Paragraph IV above, we are of the opinion that the ownership of the Larger Land vests with the MHADA, the Amalgamated Society is entitled to leasehold rights over the Larger Land and to the ownership rights of the Building standing thereon and the Developer viz., **MICL REALTY LLP** has unencumbered development rights to the Larger Land.

Date: 21<sup>st</sup> June, 2017

  
Advaya Legal  
Advocates

For MICL REALTY LLP



Authorised Signatory





29/04/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 1

दस्त क्रमांक : 4457/2016

नोदणी :

Regn:63m

## गावाचे नाव : 1) घाटकोपर

(1) विलेखाचा प्रकार	असाईनमेंट ऑफ डेव्हलपमेंट राईट्स
(2) मोबदला	160878000
(3) बाजारभाव(भाडेपट्ट्याच्या वाढितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	71398000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : , इतर माहिती: इतर माहिती: विकसन करारनामा, मौजे घाटकोपर, सी.टी.एस. नं. 194-ए, सर्वे नं. 236-ए भाग, व्हिल्डिंग नं. 102 व ओन नं. 485, पंतनगर सागर को. ऑप. हौ. सो. लिमिटेड, व्हिल्डिंग नं. 154, पंतनगर, घाटकोपर पूर्व, मुंबई 400075, क्षेत्रफळ 829.812 चौ. मी., एडीजे 1100901 390 16 के 382 16 बाजारभाव रु. 71398000 व मोबदला रु. 160878000 यावर भरलेले मुद्रांक शुल्क रु. 8044000 दिनांक 27.04.2016 ( ( C.T.S. Number : 194 A ; ) )
(5) क्षेत्रफळ	1) 829.812 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स ग्रीत गृह निर्माण प्रा. लिमिटेड तर्फे संचालक श्री अमनप्रीत सिंह वय:- 35; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: लोअर लेव्हल, इमारतीचे नाव: धीरज कबल, ब्लॉक नं: विक्रोळी पश्चिम, रोड नं: एल. बी. एस. मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:- 400079 पॅन नं:- AADCP1143M 2): नाव:- पंतनगर सागर को. ऑप. हौ. सो. लिमिटेड तर्फे चेयरमन गुणवंत के. साठपुते वय:- 67; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: , इमारतीचे नाव: व्हिल्डिंग नं. 154, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: , महाराष्ट्र, मुम्बई. पिन कोड:- 400075 पॅन नं:- 3): नाव:- पंतनगर सागर को. ऑप. हौ. सो. लिमिटेड तर्फे सेक्रेटरी उत्तम राजाराम कांबळे वय:- 73; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: , इमारतीचे नाव: व्हिल्डिंग नं. 154, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: , महाराष्ट्र, मुम्बई. पिन कोड:- 400075 पॅन नं:- 4): नाव:- पंतनगर सागर को. ऑप. हौ. सो. लिमिटेड तर्फे ट्रेडर सुनेश बी. देशमुख वय:- 65; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: , इमारतीचे नाव: व्हिल्डिंग नं. 154, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: , महाराष्ट्र, मुम्बई. पिन कोड:- 400075 पॅन नं:-
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- मेसर्स एमआयसीएल रियल्टी एलएलपी तर्फे डेझिगनेटेड भागीदार श्री मनन पी. शाह तर्फे मुखत्यार रिशी औरंगाबादवाला वय:- 39; पत्ता:- ऑफिस, 12 वा मजला, कृषल कमर्शियल कॉम्प्लेक्स, चेंबूर पश्चिम, जी. एम. रोड, चेंबूर, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:- 400089 पॅन नं:- ABBFM4917G 2): नाव:- मेसर्स एमआयसीएल रियल्टी एलएलपी तर्फे डेझिगनेटेड भागीदार नेमीन बी. बोरा वय:- 27; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: 12 वा मजला, इमारतीचे नाव: कृषल कमर्शियल कॉम्प्लेक्स, ब्लॉक नं: चेंबूर पश्चिम, रोड नं: जी. एम. रोड, महाराष्ट्र, मुम्बई. पिन कोड:- 400089 पॅन नं:- ABBFM4917G
(9) दस्तऐवज करून दिल्याचा दिनांक	30/03/2016
(10) दस्त नोंदणी केल्याचा दिनांक	29/04/2016
(11) अनुक्रमांक, खंड व पृष्ठ	4457/2016
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	8044000

iSarita v1.5.0

For MICT REALTY LLP

Authorised Signatory



Index-2( सूची - २ )

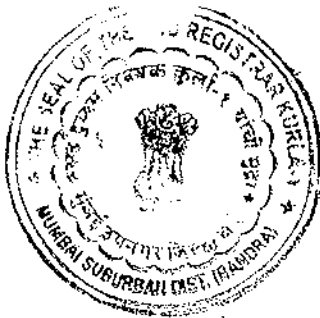
(13)वाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला  
तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला  
अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area  
annexed to it.



खरी प्रत

सह निबंधक, कुर्मा-१  
मुंबई उपनगर जिल्हा

For MICL REALTY LLP

Authorised Signatory



29/04/2016

सूची क्र.2

दुव्यम निबंधक : सह दु.नि. कुर्ला 1

दस्ता क्रमांक : 4438/2016

मोदर्णी :

Regn:63m

मावाचे नाव : 1) घाटकोपर

- (1) विलेखाचा प्रकार असाईनमेंट ऑफ डेव्हलपमेंट राईट्स
- (2) मोबदला 93750000
- (3) बाजारभाव(भाडेपट्ट्याच्या वावतिपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 164648000
- (4) भू-मापन, पोटहिंग्स व थरक्रमांक (असल्यान) 1) पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : इतर माहिती : विकसन करारनामा, रोजे घाटकोपर, सी.टी.एस. नं. 194-ए. सर्वे नं. 236-ए भाग, व्हिलेज नं. 102 व प्लॉट नं. 485, पंतनगर गोकुळ को. ऑप. ह्री. सो. लिमिटेड, विलेज नं. 156, पंतनगर, घाटकोपर पूर्व, मुंबई 400075, क्षेत्रफळ 827.329 चौ. मी., एडीजे 1100901 391 16 के 384 16 बाजारभाव रु. 164648000 व मोबदला रु. 93750000 यावर भरलेले मुद्रांक शुल्क रु. 8232500 दिनांक 27.04.2016 ( ( C.T.S. Number : 194 A ; ) )
- (5) क्षेत्रफळ 1) 827.329 चौ.मीटर
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतियादिचे नाव व पत्ता.
- 1): नाव:- सीएससीएल रिक्ली एलएलपी तर्फे डेव्हलपमेंट ऑफ इन्फ्रास्ट्रक्चर लिमिटेड तर्फे संचालक अशोक कुमार गुप्ता तर्फे मुखत्यारि श्री यन्प्रीत सिंह बय:-37; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: 9 वा मजला, इमारतीचे नाव: इमारतीचे नाव, ब्लॉक नं: बांदरा पूर्व, रोड नं: अंतत काणेकर मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:-400051 पॅन नं:-AAACH5443F
- 2): नाव:- पंतनगर गोकुळ को. ऑप. ह्री. सो. लिमिटेड तर्फे बेयरमन बरिंद्र शार. पांडे बय:-44; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: ., इमारतीचे नाव: विल्डींग नं. 156, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, मुम्बई. पिन कोड:-400075 पॅन नं:-
- 3): नाव:- पंतनगर गोकुळ को. ऑप. ह्री. सो. लिमिटेड तर्फे सेक्रेटरी तानाजी डी. जाधव बय:-83; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: ., इमारतीचे नाव: विल्डींग नं. 156, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, मुम्बई. पिन कोड:-400075 पॅन नं:-
- 4): नाव:- पंतनगर गोकुळ को. ऑप. ह्री. सो. लिमिटेड तर्फे ट्रेडर रत्नमाला एल. पवार बय:-72; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: ., इमारतीचे नाव: विल्डींग नं. 156, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, मुम्बई. पिन कोड:-400075 पॅन नं:-
- 5): नाव:- मेमर्स प्रीत गृह निर्माण प्रा. लिमिटेड तर्फे संचालक अमनप्रीत सिंह बय:-35; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: लोअर लेव्हल, इमारतीचे नाव: धीरज कबल, ब्लॉक नं: विल्डोळी पश्चिम, रोड नं: एल.बी.एस. मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:-400079 पॅन नं:-AADCP1143M
- (8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा द्याणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतियादिचे नाव व पत्ता.
- 1): नाव:- एमआयसीएल रिक्ली एलएलपी तर्फे डेव्हलपमेंट भागीदार श्री मनन पी. शाह तर्फे मुखत्यार रिशी औरंगाबादवाला बय:-39; पत्ता:- ऑफिस, 12 वा मजला, कृषल कमर्शियल कॉम्प्लेक्स, चेंबूर पश्चिम, जी. एम. रोड, चेंबूर प्ल, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400089 पॅन नं:-ABBFM4917G
- 2): नाव:- एमआयसीएल रिक्ली एलएलपी तर्फे डेव्हलपमेंट भागीदार नेमीत डी. थोरा बय:-27; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: 12 वा मजला, इमारतीचे नाव: कृषल कमर्शियल कॉम्प्लेक्स, ब्लॉक नं: चेंबूर पश्चिम, रोड नं: जी. एम. रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400089 पॅन नं:-ABBFM4917G
- (9) दस्तऐवज करून दिल्याचा दिनांक 30/03/2016

iSarita v1.5.0

For MICL REALTY LLP

Authorised Signatory



Index-2( सूची - २ )

(10)दस्त नोंदणी केल्याचा दिनांक	29/04/2016
(11)अनुक्रमांक,खंड व पृष्ठ	4438/2016
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	8232500
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)क्षेरा	

मुल्यांकनासाठी विचारात घेतलेला  
तपशील:-

मुद्रांक शुल्क आकारतांना निवडलेला  
अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area  
annexed to it.



खरी प्रत  
सह, मुख्य निबंधक, कुर्ला-१  
मुंबई उपनगर जिल्हा

For MICL REALTY LLP

Authorised Signatory



29/04/2016

सूची क्र.2

दस्तावेज निबंधक : मह. दु. नि. कुर्ली १

दस्त क्रमांक : 4441/2016

मोबिली :

Regn:63m

## नावाने नाव : 1) घाटकोपर

(1) विलेखाचा प्रकार	अमाईनमेंट ऑफ डेव्हलपमेंट राईट्स
(2) मोबदला	160878000
(3) वाजारभाव(भाडेपट्ट्याच्या बाधितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	66265000
(4) भू-मापन, पोट्टिंग्या व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई म. न. पा. इतर वर्णन : इतर माहिती : इतर माहिती: विकसन करारलामा, मोब घाटकोपर, सी.टी.एस. नं. 194-ए, सर्वे नं. 236-ए भाग, विल्हेज नं. 102 व झोन नं. 485, पंतनगर नवीन समाधान को. ऑप. ही. सो. लिमिटेड, विल्हेज नं. 158, पंतनगर, घाटकोपर पूर्व, मुंबई 400075, क्षेत्रफळ 804.34 चौ. मी., एडीजे 1100901 393 16 के 385 16 वाजारभाव रु. 66265000 व मोबदला रु. 160878000 यावर भरलेले मुद्रांक शुल्क रु. 8044000 दिनांक 27.04.2016 ( C.T.S. Number : 194 A ; )
(5) क्षेत्रफळ	1) 804.34 चौ. मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तावेज करून देणा-या/विहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स प्रीत गृह निर्माण प्रा. लिमिटेड तर्फे संचालक श्री अमनप्रीत सिंह वय:- 35; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: लोअर लेव्हल, इमारतीचे नाव: धीरज कबल, ब्लॉक नं: दिवाणी पश्चिम, रोड नं: एल.बी.एस. मार्ग, महाराष्ट्र, मुम्बई. पिन कोड:- 400079 पॅन नं:- AADCP1143M 2): नाव:- पंतनगर नवीन समाधान को. ऑप. ही. सो. लिमिटेड तर्फे सेवरमन वसंत मास्ती गायकवाड वय:- 67; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: , इमारतीचे नाव: विल्डींग नं. 158, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: , महाराष्ट्र, मुम्बई. पिन कोड:- 400075 पॅन नं:- 3): नाव:- पंतनगर नवीन समाधान को. ऑप. ही. सो. लिमिटेड तर्फे सेक्रेटरी नामदेव सी. मोतायणे वय:- 60; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: , इमारतीचे नाव: विल्डींग नं. 158, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: , महाराष्ट्र, मुम्बई. पिन कोड:- 400075 पॅन नं:- 4): नाव:- पंतनगर नवीन समाधान को. ऑप. ही. सो. लिमिटेड तर्फे ट्रेडर चंद्रकांत वी. गोफळे वय:- 57; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: , इमारतीचे नाव: विल्डींग नं. 158, ब्लॉक नं: पंतनगर, घाटकोपर पूर्व, रोड नं: , महाराष्ट्र, मुम्बई. पिन कोड:- 400075 पॅन नं:-
(8) दस्तावेज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- मेसर्स एमआयसीएल रियल्टी एलएलपी तर्फे डेव्हिलपमेंट भागीदार श्री मनन पी. शाह तर्फे मुखत्यार रिशी औरंगाबादवाला वय:- 39; पत्ता:- ऑफिस, 12 वा मजला, कृषल कमर्शियल कॉम्प्लेक्स, चेंबूर पश्चिम, जी. एम. रोड, बेंगलूर ज. महाराष्ट्र, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:- 400089 पॅन नं:- ABBFM4917G 2): नाव:- मेसर्स एमआयसीएल रियल्टी एलएलपी तर्फे डेव्हिलपमेंट भागीदार नेमीन बी. बोरा वय:- 27; पत्ता:- प्लॉट नं: ऑफिस, माळा नं: 12 वा मजला, इमारतीचे नाव: कृषल कमर्शियल कॉम्प्लेक्स, ब्लॉक नं: चेंबूर पश्चिम, रोड नं: जी. एम. रोड, महाराष्ट्र, मुम्बई. पिन कोड:- 400089 पॅन नं:- ABBFM4917G
(9) दस्तावेज करून दिल्याचा दिनांक	30/03/2016
(10) दस्ता नोंदणी केल्याचा दिनांक	29/04/2016
(11) अनुक्रमांक, खंड व पृष्ठ	4441/2016
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	8044000

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(13)बालारभावाप्रमाणे लोंदणी शुल्क 30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला  
वपशील:-

भुव्रांक शुल्क आकारताना निवडलेला  
अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area  
annexed to it.



सहरी प्रत  
अह/सहयरा निबंधक, मुंबई-४  
मुंबई उपनगर जिल्हा

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