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To
Maha RERA
Housefin Bhavan
Plot No. C – 21
Bandra Kurla Complex
Bandra (East), Mumbai 400 051

### **LEGAL TITLE REPORT**

Sub: Title clearance report with respect to all that piece and parcel of land being property bearing Survey No. 157 Hissa No. 1, area admeasuring 2 Hectares 51.84 Ares out of the total property admeasuring 3 Hectares 56 Ares (including 2 Ares *potkharab*) situate, lying and being at Village Tathavade, Taluka Mulshi, District Pune ("**Property**").

1. We have investigated the title of the Property based on the request of **Mahindra Lifespace Developers Limited (Owner/ Promoter),** and the following documents:

# (1) Description of the Property:

All that piece and parcel of land being property bearing Survey No. 157 Hissa No. 1, area admeasuring 2 Hectares 51.84 Ares out of the total property admeasuring 3 Hectares 56 Ares (including 2 Ares *potkharab*) situate, lying and being at Village Tathavade, Taluka Mulshi, District Pune.

## (2) The Documents pertaining to the Property:

- Sale Deed dated November 1, 2000, registered at Serial No. 5119 of 2000;
- Correction Deed dated November 29, 2000, registered at Serial No. 5546 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2801 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5143 of 2000;
- Correction Deed dated November 29, 2000, registered at Serial No. 5543 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2802 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5142 of 2000;
- Correction Deed dated November 29, 2000, registered at Serial No. 5545 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2803 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5118 of 2000;



- Correction Deed dated November 29, 2000, registered at Serial No. 5542 of 2000;
- Deed of Correction dated May 24, 2001, registered at Serial No. 2800 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5120 of 2000;
- Sale Deed dated February 8, 2013, registered at Serial No. 1876 of 2013;
- Articles of Agreement dated February 8, 2013;
- Development Agreement dated April 10, 2013, registered at Serial No. 2796 of 2013;
- Power of Attorney dated April 10, 2013, registered at Serial No. 2797 of 2013;
- Confirmation Deed dated April 20, 2013;
- Sale Deed dated May 26, 1970, registered at Serial No. 967 of 1970;
- Sale Deed dated December 9, 1988, registered at Serial No. 4812 of 1988;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4442 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3576 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4448 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3577 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4443 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3578 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4444 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3579 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4445 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3580 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4447 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3581 of 1998;
- Sale Deed dated August 29, 1998, registered at Serial No. 3582 of 1998;
- Sale Deed dated August 29, 1998, registered at Serial No. 3583 of 1998;
- Correction Deed dated November 29, 2000, registered at Serial No. 5544 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2804 of 2001;
- Mortgage Deed dated July 8, 2011, registered at Serial No. 6535 of 2011;
- Mortgage Deed dated April 10, 2013, registered at Serial No. 3185 of 2013;
- Release Deed dated September 7, 2016, registered at Serial No. 9996 of 2016;
- Release Deed dated September 7, 2016, registered at Serial No. 9997 of 2016;
- Agreement for Sale dated February 4, 2019 registered at Serial No. 1738 of 2019:
- Power of Attorney dated February 4, 2019 registered at Serial No. 1739 of 2019;



- Possession Receipt dated October 19, 2019 registered at Serial No. 7456 of 2019; and
- Deed of Conveyance dated February 25, 2020, registered at Serial No. 3698 of 2020.

# (3) Property Card:

Extract of the 7/12 in respect of the Property issued by the concerned authority.

# (4) Search Report:

Search Report dated July 1, 2017 issued by Mr. Vikram Vaidya, Advocate and Search Report dated March 3, 2020 issued by Ms. Mrudula Sohoni, Advocate.

 On perusal of the above-mentioned documents and all other documents pertaining to the title of the Property, we are of the opinion that the title of Mahindra Lifespace Developers Limited (Owner and Promoter) is clear and marketable and without any encumbrances.

### Owner of the Property:

**Mahindra Lifespace Developers Limited:** Survey No. 157 Hissa No. 1, area admeasuring 2 Hectares 51.84 Ares out of the total property admeasuring 3 Hectares 56 Ares (including 2 Ares *potkharab*) situate, lying and being at Village Tathavade, Taluka Mulshi, District Pune.

3. The report reflecting the flow of title in respect of the Property is enclosed herewith as **Annexure "A"** hereto.

Dated this 13th day of April 2022.

DSK Legal

Encl.: Annexure "A"



# Annexure "A" Flow of title in respect of the Property

Re: All that piece and parcel of land being property bearing Survey No. 157 Hissa No. 1, area admeasuring 2 Hectares 51.84 Ares out of the total property admeasuring 3 Hectares 56 Ares (including 2 Ares *potkharab*) situate, lying and being at Village Tathavade, Taluka Mulshi, District Pune ("**Property**").

As per your instructions, we have investigated the title of the Property based on the request of Mahindra Lifespace Developers Limited ("MLDL").

For the purposes of this Legal Title Report:

- We have caused searches to be conducted in respect of the Property mentioned hereinabove and have relied upon the Search Report dated July 1, 2017, issued by Vikram Vaidya, Advocate and Search Report dated March 3, 2020 issued by Mrudula Sohoni, Advocate. They have certified that there are no *lis pendens* registered in respect of the Property.
- 2. We have issued a Public Notice on February 28, 2020, in Times of India (English) and Maharashtra Times (Marathi) having circulation in Pune, for inviting objections / claims in respect of the Property. Pursuant to the issuance of public notice, we have not received any objection.
- 3. 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 zoning and development aspects etc., thereof.
- 4. 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 not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers 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 subject matter of any litigation.

# FLOW OF TITLE

1. In or around 2013, the subject property came to be held/owned in the following manner:



Name of Owner	Area
Chirag Lalji Dedhiya and Prabha Lalji Dedhiya	1 Hectare 63 Ares (Collective entitlement)
Chirag Lalji Dedhiya and Lalji Lakhamsi Dedhiya	40 Ares (Collective entitlement)
Lalji Lakhamsi Dedhiya	80 Ares

2. By and under a Development Agreement dated April 10, 2013, registered at Serial No. 2796 of 2013, (i) Lalji Lakhmsi Dedhiya (ii) Chirag Lalji Dedhiya; (iii) Prabha Lalji Dedhiya granted development rights in respect of the property admeasuring 2 Hectares 80 Ares, in favour of M/s. Chordia and Paras Associates on the terms and conditions contained therein.

#### Comment:

The particulars of the property in respect of which development rights are granted are as follows:

Name of Owner	Area
Chirag Lalji Dedhiya and Prabha Lalji Dedhiya	1 Hectare 60 Ares (Collective entitlement)
Chirag Lalji Dedhiya and Lalji Lakhamsi Dedhiya	40 Ares (Collective entitlement)
Lalji Lakhamsi Dedhiya	80 Ares

- 3. By and under a Power of Attorney dated April 10, 2013, registered at Serial No. 2797 of 2013, (i) Lalji Lakhmsi Dedhiya (ii) Chirag Lalji Dedhiya; (iii) Prabha Lalji Dedhiya appointed Ashok Dhanraj Chordia (Partner, M/s. Chordia and Paras Associates) as their constituted attorney in respect of the property admeasuring 2 Hectares 80 Ares, on the terms and conditions contained therein.
- 4. By and under a Confirmation Deed dated April 20, 2013 (notarised), (i) Lalji Lakhmsi Dedhiya (ii) Chirag Lalji Dedhiya; (iii) Prabha Lalji Dedhiya gave their confirmation to the receipt of the security deposit received from M/s. Chordia and Paras Associates.
- 5. By and under an Agreement for Sale dated February 4, 2019 registered at Serial No. 1738 of 2019 (i) Lalji Lakhamsi Dedhia; (ii) Prabha Lalji Dedhia; (iii) Chirag Lalji Dedhia; and (iv) Chordia and Paras Associates alongwith the confirmation of Ashok Chordia agreed to sale, transfer, convey and assign all their right, title and interest in respect of the property admeasuring 2 Hectares 80 Ares, in favour of Mahindra Lifespace Developers Limited for the consideration and on the terms and conditions contained therein.



- By and under a Power of Attorney dated February 4, 2019 registered at Serial No. 1739 of 2019 (i) Lalji Lakhamsi Dedhia; (ii) Prabha Lalji Dedhia; and (iii) Chirag Lalji Dedhia appointed Mahindra Lifespace Developers Limited as their constituted attorney in respect of the property admeasuring 2 Hectares 80 Ares on the terms and conditions contained therein.
- 7. By and under a Possession Receipt dated October 19, 2019 registered at Serial No. 7456 of 2019, Chirag Lalji Dedhia and others represented through their constituted attorney Mahindra Lifespace Developers Limited handed over an area admeasuring 28.16 Ares out of the property admeasuring 2 Hectares 80 Ares ("Road Handover Area") in favour of Pimpri Chinchwad Municipal Corporation ("PCMC") on the terms and conditions contained therein. Mutation Entry No. 6993 dated January 18, 2020, records the same.
- 8. By and under a Deed of Conveyance dated February 25, 2020, registered at Serial No. 3698 of 2020, (i) Lalji Lakhamsi Dedhia; (ii) Prabha Lalji Dedhia; (iii) Chirag Lalji Dedhia; and (iv) Chordia and Paras Associates alongwith the confirmation of Ashok Chordia sold, transfered, conveyed and assigned all their right, title and interest in respect of the captioned property admeasuring 2 Hectares 51.84 Ares alongwith the right to claim FSI/TDR for Road Handover Area in favour of Mahindra Lifespace Developers Limited for the consideration and on the terms and conditions contained therein. Mutation Entry No. 7050 dated May 19, 2020 records the same.

## **Encumbrances/ Search Report**

Upon perusal of the Search report, we observe that there are no mortgages/ encumbrances on the Property.

### Litigation

Upon perusal of the aforesaid documents and as informed by MLDL, we observe that there are no litigation pending with respect to the Property.

Our Legal Title Report is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Legal Title Report.