

Mrs. S. M. Thakkar  
Mr. M. S. Parekh  
Mrs. A. J. Jasani  
Mr. H. M. Parekh

# PUERNANAND & CO.

(REGD.)  
ADVOCATES & SOLICITORS

FORT CHAMBERS 'C'  
2<sup>ND</sup> FLOOR,  
65 TAMARIND LANE,  
FORT, MUMBAI - 400 023.  
PHONE : +91 22 4017 8181  
+91 22 2265 0893  
FAX : +91 22 2265 0940  
E-MAIL : mail@purnanand.co.in

To,  
**MahaRERA**  
Housefin Bhavan, Plot No. C - 21,  
E - Block, Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.

Ref No. M/4

## LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to Property 1 to 10.

At the request of MICL Creators LLP, we have investigated the title of Society 1 to 10 (as defined hereinafter), with respect to the following Property 1 to 10:

1. Meenalochani Co-operative Housing Society Limited ("**Society 1**") – Land bearing CTS No. 5743/5 being Final Plot No. 353/5 of T.P.S. III admeasuring 2,138 sq. mtrs., alongwith building standing thereon and known as "Lochana" ("**Property 1**").
2. Shree Nataraj Co-operative Housing Society Limited ("**Society 2**") – Land bearing CTS No. 5743/7 and Final Plot No. 353/7 of T.P.S. III admeasuring 1,337.90 sq. mtrs. alongwith building standing thereon and known as "Shree Nataraj", along with their share in the internal means of access and common recreation space/ ground admeasuring 427.19 sq. mtrs. ("**Property 2**").
3. Belvedere Co-operative Housing Society Limited ("**Society 3**") – Land bearing CTS No. 5743/8 and Final Plot No. 353/8 of T.P.S. III admeasuring 1,104.50 sq. mtrs. alongwith building standing thereon and known as "Lavanya", along with their share in the internal means of access and common recreation space/ ground admeasuring 353 sq. mtrs. ("**Property 3**").
4. Honeycomb Co-operative Housing Society Limited ("**Society 4**") – Land bearing CTS No. 5743/9 and Final Plot No. 353/9 of T.P.S. III admeasuring 1,214 sq. mtrs. alongwith building standing thereon and known as "Honeycomb", along with their share in the internal means of access and common recreation space/ ground admeasuring 390 sq. mtrs. ("**Property 4**").
5. Balaji Prasad Co-operative Housing Society Limited ("**Society 5**") – Land bearing CTS No. 5743/11 and Final Plot No. 353/11 of T.P.S. III admeasuring 1,109.40 sq. mtrs. alongwith building standing thereon and known as "Shrinivas", along with their share in the internal means of access and common recreation space/ ground admeasuring 355 sq. mtrs. ("**Property 5**").
6. Neelkanth Chhaya Co-operative Housing Society Limited ("**Society 6**") – Land

bearing CTS No. 5743/12 and Final Plot No. 353/12 T.P.S. III admeasuring 1,109.70 sq. mtrs. alongwith building standing thereon and known as “Neelkanth Chhaya”, along with their share in the internal means of access and common recreation space/ ground admeasuring 355.30 sq. mtrs. (“**Property 6**”).

7. Sarvabandhu Co-operative Housing Society Limited (“**Society 7**”) – Land bearing CTS No. 5743/13 and Final Plot No. 353/13 of T.P.S. III admeasuring 1,337.50 sq. mtrs. alongwith building standing thereon and known as “Bhaveshwar Shikhar-1”, along with their share in the internal means of access and common recreation space/ ground admeasuring 428.04 sq. mtrs. (“**Property 7**”).
8. Awadhपुरi Co-operative Housing Society Limited (“**Society 8**”) – Land bearing CTS No. 5743/15 and Final Plot No. 353/15 of T.P.S. III admeasuring 1,104.40 sq. mtrs. alongwith building standing thereon and known as “Awadhपुरi”, along with their share in the internal means of access and common recreation space/ ground admeasuring 324.40 sq. mtrs. (“**Property 8**”).
9. Ashwamedh Co-operative Housing Society Limited (“**Society 9**”) – Land bearing CTS No. 5743/16 and Final Plot No. 353/16 of T.P.S. III admeasuring 1,080.60 sq. mtrs. alongwith building standing thereon and known as “Aparna”, along with their share in the internal means of access and common recreation space/ ground admeasuring 354.519 sq. mtrs. (“**Property 9**”).
10. Lalit Prakash Co-operative Housing Society Limited (“**Society 10**”) – Land bearing CTS No. 5743/17 and Final Plot No. 353/17 of T.P.S. III admeasuring 726 sq. mtrs. alongwith building standing thereon and known as “Lalit Prakash”, along with their share in the internal means of access and common recreation space/ ground admeasuring 254 sq. mtrs. (“**Property 10**”).

Property 1 to 10, collectively admeasuring about 12,262 sq. mtrs, along with their share in the internal means of access and common recreation space/ ground, collectively admeasuring 3241.449 sq. mtrs, i.e., totally admeasuring 15,505.449 sq. mtrs. are hereinafter collectively referred to as “**Larger Property**”.

We have issued separate public notices with respect to each of the Property 1 to 10, as mentioned above, in newspapers (i) Free Press Journal (English) and (ii) Janmabhoomi (Gujarati) on 20 January 2022, 17 March 2022 and 16 November 2022.

Pursuant to the public notice dated 20 January 2022, issued in respect of Property 7 bearing CTS No. 5743/13 and Final Plot No. 353/13 belonging to Society 7, being Sarvabandhu Co-operative Housing Society Limited, we have received objections from the Advocate of certain Members of the said society. However, by letter dated 21 June 2023, all the Members, on whose behalf the earlier legal notices had been issued, have confirmed that

all the misunderstandings were resolved and that they withdraw the objections raised by them earlier. Further, Society 7 and all its members have executed Development Agreement, Power of Attorney and other documents in respect of Property 7 in favour of MICL Creators LLP. Save and except aforesaid objections which were subsequently withdrawn, we have not received any objection in respect of the Property or any part thereof, pursuant to the aforesaid public notices.

We have also caused search to be taken of the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, and Chembur, for the last 30 years from 1994 till 2023, in respect of each of the above CTS Nos. and perused the Search Reports, all dated 1 June 2023, issued by Chandrakant More, Title Investigator (“**Search Reports**”) in respect thereof. As recorded in the Search Reports, the computerized Index-II print outs and manual Index-II are not properly maintained and Index-II for some of the years are in torn condition. Subject to the same, it does not show any encumbrances.

We have perused the following documents: -

**Property 1 – CTS No. 5743/5 of Village Ghatkopar-Kirol, admeasuring 2,138 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/5 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing thereon known as “Lochana”.**

**Original Documents:**

- a. Development Agreement dated 18 May 2023, made inter-alia between Society 1, being Meenalochani Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10806/2023 dated 3 June 2023;
- b. Irrevocable Power of Attorney dated 3 June 2023 duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10807/2023 dated 3 June 2023;
- c. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023; and
- d. Letter dated 7 June 2023 from Society 1 stating that the original indenture dated 4 March 1967, by which the Property 1 was conveyed to the Society 1, is lost/ misplaced, along with a copy of the police complaint filed in this regard.

**Copies:**

- a. Indenture dated 4 March 1967, duly registered with the Office of the Sub-Registrar of Assurances at Bombay, under Regn. No. BOM/R/1544/1967;
- b. Letter from Bombay Municipal Corporation bearing reference no. LO/N-(3)/6 dated 25 July 1966;
- c. Letter from the City Survey Office, Ghatkopar, bearing reference no. 324/2014/18 dated 31 December 2014;
- d. Property Register Card dated 15 March 2023; and
- e. CERSAI Report dated 8 June 2023.

**Property 2 – CTS No. 5743/7 of Village Ghatkopar-Kirol, admeasuring 1,337.90 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/7 of Town Planning Scheme No. III of Ghatkopar, situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as “Shree Nataraj”, along with their share in the internal means of access and common recreation space/ ground admeasuring 427.19 sq. mtrs. or thereabouts.**

**Original Documents:**

- a. Development Agreement dated 18 May 2023, made inter-alia between Society 2, being Shree Nataraj Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9737/2023 dated 29 May 2023;
- b. Irrevocable Power of Attorney dated 29 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9738/2023 dated 29 May 2023;
- c. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023; and
- d. Letter dated 7 June 2023 from Society 2, stating that the original indenture dated 3 December 1968, by which the Property 2 was conveyed to Society 2, is lost/ misplaced, along with a copy of the police complaint filed in this regard.

**Copies:**

- a. Deed of Reconveyance dated 14 January 1998, duly registered with the Office of Sub-Registrar of Assurances under Sr. No. 269/1998;
- b. Indenture dated 3 December 1968, duly registered with the Office of Sub-Registrar at Bandra under Sr. No. 2818/1968;

- c. Indenture dated 26 December 1967, duly registered with the Office of Sub Registrar at Bombay under Sr. No. 5160/1967;
- d. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- e. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;
- f. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- g. Property Register Card dated 15 March 2023; and
- h. CERSAI Report dated 8 June 2023.

**Property 3 - CTS No. 5743/8 of Village Ghatkopar-Kirol, admeasuring 1104.50 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/8 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing thereon known as “Lavanya”, along with their share in the internal means of access and common recreation space/ ground admeasuring 353 sq. mtrs. or thereabouts.**

**Original Documents:**

- a. Development Agreement dated 18 May 2023, made inter-alia between Society 3, being Belvedere Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10282/2023 dated 27 May 2023;
- b. Irrevocable Power of Attorney dated 27 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10283/2023 dated 27 May 2023;
- c. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023; and
- d. Letter dated 6 May 2023 from Society 3, stating that the original indenture dated 17 August 1968, by which the said Property 3 was conveyed to Society 3, is lost/ misplaced, along with a copy of the police complaint filed in this regard.

**Copies:**

- a. Indenture dated 17 August 1968, duly registered with the Office of the Sub-Registrar of Assurances at Bombay, under Regn. No. 3298/1968 and Index II Certificate with respect thereof;

- b. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;
- c. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- d. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- e. Property Register Card dated 15 March 2023; and
- f. CERSAI Report dated 8 June 2023.

**Property 4 – CTS No. 5743/9 of Village Ghatkopar-Kirol, admeasuring 1214 sq. mtrs. or thereabouts (as per PR Card) being at Plot No. 353/9 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with building standing on the said land known as “Honeycomb”, along with their share in the internal means of access and common recreation space/ ground admeasuring 390 sq. mtrs. or thereabouts.**

**Original Documents:**

- a. Indenture dated 22 March 1969, duly registered with the Office of Sub-Registrar at Bombay under the Sr. No. 1331/1969;
- b. Development Agreement dated 18 May 2023, made inter-alia between Society 4, being Honeycomb Co-operative Housing Society Limited, its members and MICL Creators LLP duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL2/9713/2023 dated 29 May 2023;
- c. Irrevocable Power of Attorney dated 29 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL2/9714/2023 dated 29 May 2023; and
- d. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023.

**Copies:**

- a. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;
- b. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- c. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- d. Property Register Card dated 15 March 2023; and

<p>e. CERSAI Report dated 8 June 2023.</p>
<p><b>Property 5 – CTS No. 5743/11 of Village Ghatkopar-Kirol, admeasuring 1,109.40 sq. mtrs or thereabouts (as per PR Card) being at Final Plot No. 353/11 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400 077, together with the building standing thereon known as “Shrinivas”, along with their share in the internal means of access and common recreation space/ ground admeasuring 355 sq. mtrs. or thereabouts.</b></p>
<p><b>Original Documents:</b></p> <p>a. Indenture dated 18 April 1969, duly registered with the Office of Sub-Registrar at Bandra under Sr. No. 1708/1969;</p> <p>b. Development Agreement dated 18 May 2023, made inter-alia between Society 5, being Balaji Prasad Co-operative Housing Society Limited, its members and MICTL Creators LLP duly registered with the Office of the Sub-Registrar at Kurla No.1 under the Sr. No. KRL-1/10244/2023 dated 27 May 2023;</p> <p>c. Irrevocable Power of Attorney dated 27 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.1 under the Sr. No. KRL-1/10245/2023 dated 27 May 2023; and</p> <p>d. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023.</p> <p><b>Copies:</b></p> <p>a. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;</p> <p>b. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;</p> <p>c. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);</p> <p>d. Property Register Card dated 15 March 2023; and</p> <p>e. CERSAI Report dated 8 June 2023.</p>
<p><b>Property 6 – CTS No. 5743/12 of Village Ghatkopar-Kirol, admeasuring 1,109.70 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/12 of Town Planning Scheme No. III of Ghatkopar, situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as “Neelkanth Chhaya”, along with their share in the internal means of access and common recreation space/ ground admeasuring 355.30 sq. mtrs. or thereabouts.</b></p>
<p><b>Original Documents:</b></p>

- a. Indenture dated 17 March 1970, duly registered with the Office of the Sub-Registrar of Assurances at Bandra, under Regn. No. BOM/R/1255/1970;
- b. Development Agreement dated 18 May 2023, made inter-alia between Society 6, being Neelkanth Chhaya Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9466/2023 dated 24 May 2023;
- c. Irrevocable Power of Attorney dated 24 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9467/2023 dated 24 May 2023; and
- d. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023.

**Copies:**

- a. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;
- b. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- c. Conveyance dated 17 April 1969, duly registered with the Office of Sub-Registrar at Bandra under Sr. No. 899/1969;
- d. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- e. Property Register Card dated 15 March 2023; and
- f. CERSAI Report dated 8 June 2023.

**Property 7 – CTS No. 5743/13 of Village Ghatkopar-Kirol, admeasuring 1,337.50 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/13 of Town Planning Scheme No. III of Ghatkopar, situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing thereon known as “Bhaveshwar Shikar - 1”, along with their share in the internal means of access and common recreation space/ ground admeasuring 428.04 sq. mtrs. or thereabouts.**

**Original Documents:**

- a. Development Agreement dated 18 May 2023, made inter-alia between Society 7, being Sarvabandhu Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No. 2 under the Sr. No. KRL-2/9770/2023 dated 30 May 2023;
- b. Irrevocable Power of Attorney dated 30 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No. 2 under the Sr. No. KRL-2/9772/2023 dated 30 June 2023;



- c. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023;
- d. Letter dated 6 June 2023 from Society 7, stating that the original indentures dated 1 December 1966 and 31 March 1969, by which Property 7 was conveyed to said Society 7, are lost/ misplaced, along with a copy of police complaint filed in this regard; and
- e. Letter from Society 7 dated 21 June 2023 withdrawing objections to public notice.

**Copies:**

- a. Indenture dated 31 March 1969, duly registered with the Office of Sub-Registrar at Bandra under the Sr. No. 1628/1969;
- b. Conveyance dated 1 December 1966, duly registered with the Office of Sub-Registrar at Bandra under Sr. No. 2750/1966;
- c. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;
- d. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- e. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- f. Property Register Card dated 15 March 2023; and
- g. CERSAI Report dated 8 June 2023.

**Property 8 - CTS No. 5743/15 of Village Ghatkopar-Kirol, admeasuring 1,104.40 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/15 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Becharadas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing thereon known as “Awadhपुरi”, along with their share in the internal means of access and common recreation space/ ground admeasuring 324.4 sq. mtrs. or thereabouts.**

**Original Documents:**

- a. Development Agreement dated 18 May 2023, made inter-alia between Society 8, being Awadhपुरi Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10829/2023 dated 3 June 2023;
- b. Irrevocable Power of Attorney dated 3 June 2023 duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10832/2023 dated 3 June 2023;
- c. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023; and

- d. Letter dated 7 June 2023 from Society 8, stating that the original indenture dated 6 November 1967, by which Property 8 was conveyed to the said Society 8, is lost/ misplaced, along with copy of police complaint filed in this regard as annexure.

**Copies:**

- a. Indenture dated 6 November 1967, duly registered with the Office of the Sub-Registrar of Assurances at Bandra, under Regn. No. BOM/R/4874/1967;
- b. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;
- c. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- d. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- e. Property Register Card dated 15 March 2023; and
- f. CERSAI Report dated 8 June 2023.

**Property 9 – CTS No. 5743/16 of Village Ghatkopar-Kirol, admeasuring 1,080.60 sq. mtrs or thereabouts (as per PR Card) being at Final Plot No. 353/16 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Beehardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as “Aparna”, along with their share in the internal means of access and common recreation space/ ground admeasuring 354.519 sq. mtrs. or thereabouts.**

**Original Documents:**

- a. Indenture dated 11 March 1970, duly registered with the Office of Sub-Registrar at Bandra under the Sr. No. 1126/1970;
- b. Development Agreement dated 18 May 2023, made inter-alia between Society 9, being Ashwamedh Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9671/2023 dated 26 May 2023;
- c. Irrevocable Power of Attorney dated 26 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.1 under the Sr. No. KRL-2/9673/2023 dated 26 May 2023; and
- d. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023.

**Copies:**

- a. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;

- b. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- c. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- d. Property Register Card dated 15 March 2023; and
- e. CERSAI Report dated 8 June 2023.

**Property 10 – CTS No. 5743/17 of Village Ghatkopar-Kirol, admeasuring 726 sq. mtrs. or thereabouts being at Final Plot No. 353/17 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Becharadas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as “Lalit Prakash”, along with their share in the internal means of access and common recreation space/ ground admeasuring 254 sq. mtrs. or thereabouts**

**Original Documents:**

- a. Indenture dated 14 September 1968, duly registered with the Office of Sub-Registrar at Bombay under Sr. No. 3683/1968;
- b. Development Agreement dated 18 May 2023, made inter-alia between Society 10, being Lalit Prakash Co-operative Housing Society Limited, its members and MICL Creators LLP, duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9433/2023 dated 24 May 2023;
- c. Irrevocable Power of Attorney dated 29 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9714/2023 dated 29 May 2023; and
- d. Search Report dated 1 June 2023 issued by Chandrakant More, Title Investigator, for 30 years from 1994 till 2023.

**Copies:**

- a. Letter of the Executive Engineer, Buildings, bearing ref. no. CE/IS/BSI/10(N/S) dated 13 August 1966 (without map);
- b. Partition Deed dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966;
- c. Partition Deed dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967;
- d. Letter from Punjab National Bank dated 8 October 2013 stating that the equitable mortgage created by Smt. Sarla Mehta and Shri. Chetan Mehta, on Flat No. 2 in the said Building, in favour of Punjab National Bank on 22 October 2011, were fully adjusted, and requested the Society to vacate the charge created in their favour;
- e. Property Register Card dated 15 March 2023; and
- f. CERSAI Report dated 8 June 2023.

Apart from the above, we have also perused copies of the following documents:

1. Certificate issued by Mr. Kalpesh L. Shah, Project Management Consultant, Licensed Surveyor, Consulting Structural Engineer and Government Approved Valuer, dated 17 May 2023;
2. Letter from Executive Engineer (Town Planning), BMC, bearing reference no. EE/TP/Ghat III/055/TPS dated 5 June 2023;
3. Intimation of Disapproval issued by Executive Engineer, Buildings Proposal, BMC, having Reference No. P-16663/2023)/N WARD/FP/IOD/1/NEW dated 27<sup>th</sup> September 2023 (“IOD”); and
4. Mortgage Deed dated 27 October 2023 duly registered with the Sub-Registrar at Kurla No. 5 under Sr. No. KRL-5/23914/2023.

On a perusal of the abovementioned documents and all other relevant documents relating to title of the said Larger Property, we are of the opinion that the title of the Society 1 to 10 to the said Property 1 to 10 respectively, collectively admeasuring about 12,262 sq. mtrs, along with their share in the internal means of access and common recreation space/ground, collectively admeasuring 3241.449 sq. mtrs. is clear, marketable and without any encumbrances.

Out of the said Larger Property admeasuring about 15,503.449 sq. mtrs., a proposal for Cluster Development Scheme was submitted with respect to Final Plot Nos. 353/5, 353/7, 353/8, 353/9, 353/11, 353/12, 353/13, 353/15, 353/16 and 353/17 (collectively admeasuring about 12,262 sq. mtrs.), which are owned by the respective Society 1 to 10, along with one of the internal means of access, bearing Final Plot No. 353/46 (admeasuring about 866 sq. mtrs.), which is exclusively used by 7 Societies, being Society 2, Society 3, Society 4, Society 5, Society 6, Society 7 and Society 10 (“Internal Access”), i.e., collectively admeasuring about 13,128 sq. mtrs. (“Property”), which has been duly approved vide the said IOD..

MICL Creators LLP is entitled to redevelop the Property as a Cluster Development Project, provide permanent alternate accommodation to the existing members of each of the Societies in the Cluster Development Project, and market the balance premises, subject to the terms and conditions contained in the respective Development Agreements and mortgage created in favour of ICICI Bank Limited.

Owners of the Property:

1. Final Plot No. 353/5 – Meenalochani Co-operative Housing Society Limited
2. Final Plot No. 353/7 – Shree Nataraj Co-operative Housing Society Limited

3. Final Plot No. 353/8 – Belvedere Co-operative Housing Society Limited
4. Final Plot No. 353/9 – Honeycomb Co-operative Housing Society Limited
5. Final Plot No. 353/11 – Balaji Prasad Co-operative Housing Society Limited
6. Final Plot No. 353/13 – Sarvabandhu Co-operative Housing Society Limited
7. Final Plot No. 353/12 – Neelkanth Chhaya Co-operative Housing Society Limited
8. Final Plot No. 353/15 – Awadhपुरी Co-operative Housing Society Limited
9. Final Plot No. 353/16 – Ashwamedh Co-operative Housing Society Limited
10. Final Plot No. 353/17 – Lalit Prakash Co-operative Housing Society Limited
11. Final Plot No. 353/46 (Internal Access) – Undivided share of Societies, and exclusive use by 7 Societies, being Shree Nataraj Co-operative Housing Society Limited (Society 2), Belvedere Co-operative Housing Society Limited (Society 3), Honeycomb Co-operative Housing Society Limited (Society 4), Balaji Prasad Co-operative Housing Society Limited (Society 5), Sarvabandhu Co-operative Housing Society Limited (Society 6), Neelkanth Chhaya Co-operative Housing Society Limited (Society 7) and Lalit Prakash Co-operative Housing Society Limited (Society 10).

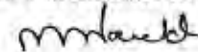
Qualifying comments:

Development rights to the Property have been granted by each of the abovementioned Society 1 to 10 to **MICL Creators LLP**.

The report reflecting the flow of the title of the said Property, issued in favour of **MICL Creators LLP** bearing Ref. No.:M/5 dated 4 January 2024, is enclosed herewith as **Annexure: A**.

Encl.: Annexure: A

For Purnanand & Co.



Date: 4 January 2024

Partner

Mrs. S. M. Thakkar  
Mr. M. S. Parekh  
Mrs. A. J. Jasani  
Mr. H. M. Parekh

# PURNANAND & CO.

(REGD.)  
ADVOCATES & SOLICITORS

FORT CHAMBERS 'C'  
2<sup>ND</sup> FLOOR,  
65 TAMARIND LANE,  
FORT, MUMBAI - 400 023.  
PHONE : +91 22 4017 8181  
+91 22 2265 0893  
FAX : +91 22 2265 0940  
E-MAIL : mail@purnanand.co.in

## ANNEXURE: A

Date: 4 January 2024

To,  
**MICL Creators LLP**  
12<sup>th</sup> Floor, Krushal Commercial Complex,  
G. M. Road, Chembur (West),  
Mumbai – 400089

Ref: M/5

### FLOW OF THE TITLE OF THE SAID PROPERTY 1 TO 10

Dear Sir,

1. At your request we have investigated the title of Society 1 to Society 10 (as defined defined hereinafter) in respect of the following Property 1 to 10:
  - a. Meenalochani Co-operative Housing Society Limited (“**Society 1**”) – Land bearing CTS No. 5743/5 being Final Plot No. 353/5 of T.P.S. III admeasuring 2,138 sq. mtrs., alongwith building standing thereon and known as “Lochana” (“**Property 1**”).
  - b. Shree Nataraj Co-operative Housing Society Limited (“**Society 2**”) – Land bearing CTS No. 5743/7 and Final Plot No. 353/7 of T.P.S. III admeasuring 1,337.90 sq. mtrs. alongwith building standing thereon and known as “Shree Nataraj”, along with their share in the internal means of access and common recreation space/ ground admeasuring 427.19 sq. mtrs. (“**Property 2**”).
  - c. Belvedere Co-operative Housing Society Limited (“**Society 3**”) – Land bearing CTS No. 5743/8 and Final Plot No. 353/8 of T.P.S. III admeasuring 1,104.50 sq. mtrs. alongwith building standing thereon and known as “Lavanya”, along with their share in the internal means of access and common recreation space/ ground admeasuring 353 sq. mtrs. (“**Property 3**”).
  - d. Honeycomb Co-operative Housing Society Limited (“**Society 4**”) – Land bearing CTS No. 5743/9 and Final Plot No. 353/9 of T.P.S. III admeasuring 1,214 sq. mtrs. alongwith building standing thereon and known as “Honeycomb”, along with their share in the internal means of access and common recreation space/ ground admeasuring 390 sq. mtrs. (“**Property 4**”).
  - e. Balaji Prasad Co-operative Housing Society Limited (“**Society 5**”) – Land bearing CTS No. 5743/11 and Final Plot No. 353/11 of T.P.S. III admeasuring 1,109.40 sq. mtrs. alongwith building standing thereon and known as “Shrinivas”, along with their share in the internal means of access and

common recreation space/ ground admeasuring 355 sq. mtrs. (“**Property 5**”).

- f. Neelkanth Chhaya Co-operative Housing Society Limited (“**Society 6**”) – Land bearing CTS No. 5743/12 and Final Plot No. 353/12 T.P.S. III admeasuring 1,109.70 sq. mtrs. alongwith building standing thereon and known as “Neelkanth Chhaya”, along with their share in the internal means of access and common recreation space/ ground admeasuring 355.30 sq. mtrs. (“**Property 6**”).
- g. Sarvabandhu Co-operative Housing Society Limited (“**Society 7**”) – Land bearing CTS No. 5743/13 and Final Plot No. 353/13 of T.P.S. III admeasuring 1,337.50 sq. mtrs. alongwith building standing thereon and known as “Bhaveswar Shikhar-1”, along with their share in the internal means of access and common recreation space/ ground admeasuring 428.04 sq. mtrs. (“**Property 7**”).
- h. Awadhपुरi Co-operative Housing Society Limited (“**Society 8**”) – Land bearing CTS No. 5743/15 and Final Plot No. 353/15 of T.P.S. III admeasuring 1,104.40 sq. mtrs. alongwith building standing thereon and known as “Awadhपुरi”, along with their share in the internal means of access and common recreation space/ ground admeasuring 324.40 sq. mtrs. (“**Property 8**”).
- i. Ashwamedh Co-operative Housing Society Limited (“**Society 9**”) – Land bearing CTS No. 5743/16 and Final Plot No. 353/16 of T.P.S. III admeasuring 1,080.60 sq. mtrs. alongwith building standing thereon and known as “Aparna”, along with their share in the internal means of access and common recreation space/ ground admeasuring 354.519 sq. mtrs. (“**Property 9**”).
- j. Lalit Prakash Co-operative Housing Society Limited (“**Society 10**”) – Land bearing CTS No. 5743/17 and Final Plot No. 353/17 of T.P.S. III admeasuring 726 sq. mtrs. alongwith building standing thereon and known as “Lalit Prakash”, along with their share in the internal means of access and common recreation space/ ground admeasuring 254 sq. mtrs. (“**Property 10**”).

Property 1 to 10, collectively admeasuring about 12,262 sq. mtrs, along with their share in the internal means of access and common recreation space/ ground, collectively admeasuring 3241.449 sq. mtrs, i.e., totally admeasuring 15,505.449 sq. mtrs. are hereinafter collectively referred to as “**Larger Property**”.

- 2. We have issued separate public notices with respect to each of the Property 1 to 10, as mentioned above, in newspapers (i) Free Press Journal (English) and (ii) Janmabhoomi (Gujarati) on 20 January 2022, 17 March 2022 and 16 November 2022.

3. Pursuant to the public notice dated 20 January 2022, issued in respect of Property 7 bearing CTS No. 5743/13 and Final Plot No. 353/13 belonging to Society 7, being Sarvabandhu Co-operative Housing Society Limited, we have received objections from the Advocate of certain Members of the said society. However, by letter dated 21 June 2023, all the Members, on whose behalf the earlier legal notices had been issued, have confirmed that all the misunderstandings were resolved and that they withdraw the objections raised by them earlier. Further, Society 7 and all its members have executed Development Agreement, Power of Attorney and other documents in respect of Property 7 in favour of MICL Creators LLP. Save and except aforesaid objections which were subsequently withdrawn, we have not received any objection in respect of the Property or any part thereof, pursuant to the aforesaid public notices.
4. We have also caused search to be taken of the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, and Chembur, for the last 30 years from 1994 till 2023, in respect of each of the above CTS Nos. and perused the Search Reports, all dated 1 June 2023, issued by Chandrakant More, Title Investigator (“**Search Reports**”) in respect thereof. As recorded in the Search Reports, the computerized Index-II print outs and manual Index-II are not properly maintained and Index-II for some of the years are in torn condition. Subject to the same, it does not show any encumbrances.
5. We have also reviewed the Property Register Cards, dated 15 March 2023, which record Society 1 to 10 as the owners of Property 1 to 10 respectively.
6. We have also conducted an online search of the Properties 1 to 10 on the website of Central Registry of Securitisation Asset Reconstruction and Security Interest of India (“**CERSAI**”) and have not come across any entries showing creation of mortgage/ charge over the said Properties 1 to 10 by the Societies 1 to 10 (as defined herein) as on 8 June 2023.
7. However, as mentioned in the CERSAI Report as well as basis the information received from you, we understand that:
  - a. The member/s holding flat no. 13 in the building known as Lavanya (Property 3) has created a mortgage/ charge on their flat, which has not yet been satisfied.
  - b. Basis information provided by you, we understand that the member/s holding flat nos. 16 and 17 in the building known as Balaji Prasad (Property 5) has created a mortgage/ charge on their flat/s, however, no such charge is reflected in the CERSAI Report.
  - c. The member/s holding flat no. 35 in the building known as Awadhपुरi (Property 8) have created a mortgage/ charge on their flat.



- d. From the CERSAI report for Property 10, we note that an equitable mortgage has been created by Sarla Mehta, on Flat No. 2 in the building known as Lalit Prakash, in favour of Punjab National Bank on 22 October 2011, which is currently not satisfied. However, Society 10 has furnished us with Letter from Punjab National Bank dated 8 October 2013 stating that the loans against which the said flat was mortgaged were fully adjusted, and requested Society 10 to vacate the charge in their favour.

8. Based on the documents produced before us and a review of the Search Report, it appears as under:

**Property 1 – CTS No. 5743/5 of Village Ghatkopar-Kirol, admeasuring 2,138 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/5 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing thereon known as “Lochana”**

- a. By a Deed of Conveyance dated 7 January 1963, M/s Velji Harkha Patel and Co. (“**Original Owners 1**”) were seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of land bearing Plot No.353/5 of Town Planning Scheme No. III of Ghatkopar, situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077 (“**Larger Land**”).
- b. The said Original Owners 1 constructed a building known as Lochana consisting of ground plus three stories, comprising of 34 (Thirty-Four) numbers of flats (hereinafter referred to as the “**Building**”), on part of the Larger Land.
- c. The said Original Owners 1 made a proposal to the Bombay Municipal Corporation for sub-division of the said Larger Land. By letter bearing Ref. No. LO/N-(3)/6 dated 25 July 1966, the Bombay Municipal Corporation divided the said Plot No. 353/5 into two plots, 353/5A and 353/5B. As per the terms and conditions of the sub-division, the owners of plot no. 353/5B have right of access over 22” wide road to plot no. 353/5B (from Ratilal Bechardas Mehta Road, which 22” wide road was from the adjoining Plot no. 353/5A).
- d. By Indenture dated 4 March 1967, registered with the Office of the Sub-Registrar of Assurances at Bandra, under Regn. No. BOM/R/1544/1967 on 6th April, 1967 (“**Conveyance**”) and entered into between the Original Owners 1 as the Vendors therein, of the First Part, Natesa Rajagopalan and others as Confirming Parties of the Second Part, and Society 1, as the Purchaser Society of the Third Part, the said

- Original Owners 1, with the consent of the Confirming Parties therein, sold, conveyed and transferred the said Property to Society 1 at or for the consideration and on the terms and conditions mentioned therein.
- e. Differences and disputes arose between Society 1 and Meenakshi Co-operative Housing Society Ltd. (which owned the adjoining Plot No. 353/5A), with regard to boundaries and area of the Plot No. 353/5A and 353/5B. Ultimately the same was amicably resolved and an Agreement dated 28th February, 1995 came to be entered between the Society 1 and Meenakshi Co-operative Housing Society Ltd., recording the terms of settlement and reiterating Society 1's right of way from the main Road.
- f. The City Survey Office, Ghatkopar, by its letter dated 31 December 2014, bearing Ref.No.324/2014/18, confirmed the area of the plot belonging to Society 1 as 2,138.04 sq. mtrs. and the plot belonging to Meenakshi Co-operative Housing Society Ltd. as 2,010.26 sq. mtrs. By the said letter, the City Survey Officer further informed that as per the prevailing practice and order of the Collector, out of the original final plot no. 353/5, an area of 2,010.26 sq. mtrs. was carved out and a separate property register card of 2,010.26 sq. mtrs. was prepared with final plot no. 353/5B and transferred in the name of Meenakshi Co-operative Housing Society Ltd., and the area occupied by Society 1 was given final Plot No. 353/5A.
- g. Accordingly, Society 1 is seized and possessed of and/ or otherwise well and sufficiently entitled to Property 1, along with right of access over 22" wide road to plot no. 353/5 (from Ratilal Bechardas Mehta Road, which 22" wide road is from the adjoining Plot no. 353/5B).
- h. By a Development Agreement dated 18 May 2023 ("**Development Agreement 1**") duly registered with the Office of the Sub-Registrar at Kurla No. 1 under Sr. No. KRL-1/10806/2023 dated 3 June 2023, the Society 1 has granted development rights to you, as the Developer, to redevelop the said Property 1 belonging to Society 1 as well as properties belonging to adjoining societies bearing final plot numbers 353/5, 353/7, 353/8, 353/9, 353/11, 353/12, 353/13, 353/15, 353/16 and 353/17 ("**Adjoining Properties**") in the form of cluster development ("**Cluster Development Project**"), provide permanent alternate accommodation to the existing members of Society 1 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of Development Agreement 1.
- i. Pursuant to the said Development Agreement 1, Society 1 also executed an Irrevocable Power of Attorney dated 3 June 2023 duly registered with the Office

of the Sub-Registrar at Kurla No. 1 under Sr. No. KRL-1/10807/2023 dated 3 June 2023 (“**POA 1**”), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 1 as therein mentioned.

**Property 2 – CTS No. 5743/7 of Village Ghatkopar-Kirol, admeasuring 1,337.90 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/7 of Town Planning Scheme No. III of Ghatkopar, situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as “Shree Nataraj”, along with their share in the internal means of access and common recreation space/ ground admeasuring 427.19 sq. mtrs. or thereabouts.**

- a. Originally, the Joint and Undivided Hindu Family of (i) Narottamdas Keshavlal Shah, (ii) Savailal Keshavlal Shah, (iii) Dhirajlal Keshavlal Shah and (iv) Dhanvantrai Keshavlal Shah (“**Joint Family**”) were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar.
- b. The said Joint Family initially applied for sub-division of Final Plot No. 353 into 6 sub-plots, being plot nos. 353/1 to 353/6, which has been duly sanctioned by Bombay Municipal Corporation of Greater Bombay by letter no. TP/LQ/892 Sub, dated 22 August 1962.
- c. Thereafter, the Joint Family applied for further sub-division of Plot No. 353/6 into different plots and therefore through their architects, submitted a proposal for such sub-division. The Executive Engineer, Buildings, by his letter bearing reference no. CE/IS/BSI/10(N/S) dated 13 August 1966 approved the sub-division of Plot No. 353/6 on the terms and conditions contained therein. As per the plan approved by the Corporation, the said final plot no. 353/6 is divided into 17 sub-plots, being plots 353/7 to 353/23, including plot for common recreation space. In order to access each sub-plot, the Joint Family has provided two internal means of access.
- d. By two separate partition deeds, one dated 9 September 1966, duly registered with the office of Sub-Registrar Bombay under Sr. No. 3946 of 1966 and another dated 20 February 1967, duly registered with the office of Sub-Registrar Bombay under Sr. No. 930 of 1967, the Joint Family distributed and partitioned various plots amongst themselves, save and except common recreation space, being Plot No. 353/10 and internal means of access, wherein each of the branches continued to have undivided 1/4th share.

- e. Accordingly, by virtue of partition deed dated 9 September 1966, inter alia Plot No. 353/7 came to the share of Joint and Undivided Hindu Family of Narottamdas Keshavlal Shah, consisting of Narottamdas Keshavlal Shah, his wife, Jayalaxmi Narottamdas Shah and son, Deepak Narottamdas Shah.
- f. By Indenture dated 26 December 1967, duly registered with the Office of Sub-Registrar at Bombay under Sr. No. 5160/1967, and entered into between (1) Narottamdas Keshavlal Shah, (2) Jayalaxmi Narottamdas Shah and (3) Deepak Narottamdas Shah as Vendors therein, of the First Part, (1) Sajandas Chhangomal, (2) Mrs. Dayayanti Nandram, (3) Mrs. Renuka Keshavdas and (4) Mrs. Hiroo Dwarkadas, carrying on business in partnership in the firm name and style of M/s. Popular Construction Company, as the Confirming Party therein, of the Second Part, and (1) Mohan Velji Patel, (2) Ramaben Mahadeo Patel, (3) Nanalal Devji Patel and (4) Harbai Velji Patel, carrying on business in partnership in the firm name and style of M/s. Mohan Velji Patel & Co., as Purchasers therein, of the Third Part, the said Vendors therein, at the request and direction of the Confirming Parties, sold, conveyed and transferred Property 2 along with their undivided share in the internal means of access and common recreation ground to the Purchasers therein, at or for a consideration and on the terms and conditions mentioned therein.
- g. By Indenture dated 3 December 1968 duly registered with the Office of Sub-Registrar at Bandra under the Sr. No. 2818/1968, and entered into between (1) Mohan Velji Patel, (2) Ramaben Mahadeo Patel, (3) Nanalal Devji Patel and (4) Harbai Velji Patel, carrying on business in partnership in the firm name and style of M/s. Mohan Velji Patel & Co., as Vendors therein, of the First Part, (1) Inderjit Laul, (2) Venkatachar Sreenivasa Raghavan, (3) T. B. Subramaniam, (4) Girija Prasad Mukherjee and (5) S. Gopalan, as Confirming Parties of the Second Part therein; and Society 2 as the Purchaser Society therein, of the Third Part, the said Vendors therein, at the request and direction of the Confirming Parties, sold, conveyed and transferred Property 2 along with their undivided share in the internal means of access and common recreation ground to Society 2, at or for a consideration and on the terms and conditions mentioned therein.
- h. The said Building known as "Shree Nataraj" consisting of ground plus 3 (Three) stories, comprising of 22 (twenty-two) numbers of flats is standing on the Property and occupied by members of Society 2.
- i. By an Indenture of Mortgage dated 17 February 1969, and another Deed of Further Charge dated 25 June 1969, made between Society 2 and Reserve Bank of India,

the Society granted, conveyed, transferred, assigned and assured to the Reserve Bank of India Property 2 as security for repayment of aggregate loan of Rs. 7,22,490/- together with the interest of Rs. 14,155/- by the Mortgagor to the Mortgagee, as per the terms and conditions recorded therein.

- j. By a Deed of Reconveyance dated 14 January 1998, entered into between the said Reserve Bank of India, therein called the Mortgagee, of the One Part and Society 2, therein called the Mortgagor, of the Other Part, the Mortgagee acknowledged receipt of the aggregate amount of loan of Rs. 7,22,490/- together with the interest of Rs. 14,155/- by the Mortgagor to the Mortgagee, and in consideration thereof, granted, reassigned, reconveyed and released to the Mortgagor the said Property 2, as per the terms and conditions contained therein.
- k. By a Development Agreement dated 18 May 2023 ("**Development Agreement 2**") duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9737/2023 dated 29 May 2023, Society 2 has granted development rights to you, as the Developer, to redevelop the said Property 2 belonging to Society 2 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 2 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of the Development Agreement 2.
- l. Pursuant to the said Development Agreement 2, Society 2 also executed an Irrevocable Power of Attorney dated 29 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9738/2023 dated 27 May 2023 ("**POA 2**"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 2 as therein mentioned.

**Property 3 - CTS No. 5743/8 of Village Ghatkopar-Kirol, admeasuring 1104.50 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/8 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing thereon known as "Lavanya", along with their share in the internal means of access and common recreation space/ ground admeasuring 353 sq. mtrs. or thereabouts**

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 20 February 1967, *inter alia* Plot No. 353/8 came to the share of Joint and Undivided Hindu Family

of Narottamdas Keshavlal Shah, consisting of Narottamdas Keshavlal Shah, his wife, Jayalaxmi Narottamdas Shah and son, Deepak Narottamdas Shah.

- b. By Indenture dated 17 August 1968 duly registered with the Office of Sub-Registrar at Bombay under the Sr. No. 3298/1968, and entered into between (1) Narottamdas Keshavlal Shah as karta and manager of his Joint and Undivided Hindu Family, which consisted of himself, his wife, Jayalaxmi Narottamdas Shah and son, Deepak Narottamdas Shah, (2) Jayalaxmi Narottamdas Shah and (3) Deepak Narottamdas Shah as Vendors therein, of the First Part, Damji Shamji Shah as First Confirming Party of the Second Part therein, (1) Pallavur Krishnaa Venkateshwaran, (2) Ganpathy Agraharam Venkatraman Ramamoorthy, (3) Rishiyoor Mahadevayyar Halasyam, (4) Damodaram Mohanakrishnan and (5) Hiralal Manilal Shah, as Second Confirming Parties of the Third Part therein; and Society 3 as Purchaser Society therein, of the Fourth Part, the said Vendors therein, with the consent of the First Confirming Party and Second Confirming Parties, sold, conveyed and transferred Property 3 along with their undivided share in the internal means of access and common recreation ground to Society 3, at or for a consideration and on the terms and conditions mentioned therein.
- c. A building known as "Lavanya" consisting of ground plus 3 (Three) stories, comprising of 20 (Twenty) numbers of flats ("**Building 3**") is standing on Property 3 and occupied by members of Society 3.
- d. By a Development Agreement dated 18 May 2023 ("**Development Agreement 3**") duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10282/2023 dated 27 May 2023, Society 3 has granted development rights to you, as the Developer, to redevelop Property 3 belonging to Society 3 as well Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 3 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of the Development Agreement 3.
- e. Pursuant to the said Development Agreement 3, Society 3 also executed an Irrevocable Power of Attorney dated 27 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10283/2023 dated 27 May 2023 ("**POA 3**"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 3 as therein mentioned.

**Property 4 – CTS No. 5743/9 of Village Ghatkopar-Kirol, admeasuring 1214 sq. mtrs. or thereabouts (as per PR Card) being at Plot No. 353/9 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with building standing on the said land known as “Honeycomb”, along with their share in the internal means of access and common recreation space/ ground admeasuring 390 sq. mtrs. or thereabouts.**

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 20 February 1967, *inter alia* Plot No. 353/9 came to the share of Joint and Undivided Hindu Family of Narottamdas Keshavlal Shah, consisting of Narottamdas Keshavlal Shah, his wife, Jayalaxmi Narottamdas Shah and son, Deepak Narottamdas Shah.
- b. By Indenture dated 22 March 1969 duly registered with the Office of Sub-Registrar at Bombay under the Sr. No. 1331/1969, and entered into between (1) Narottamdas Keshavlal Shah as karta and manager of his Joint and Undivided Hindu Family, which consisted of himself, his wife, Jayalaxmi Narottamdas Shah and son, Deepak Narottamdas Shah, (2) Jayalaxmi Narottamdas Shah and (3) Deepak Narottamdas Shah as Vendors therein, of the First Part, Damji Shamji Shah as First Confirming Party of the Second Part therein, Selva Kumarampalayam Ganapathi Venkata Ramanan & others as Second Confirming Parties of the Third Part therein and Society 4 as Purchaser Society therein, of the Fourth Part, the said Vendors therein, with the consent of the First Confirming Party and Second Confirming Parties, sold, conveyed and transferred the said Property along with their undivided share in the internal means of access and common recreation space to Society 4 therein, at or for a consideration and on the terms and conditions mentioned therein.
- c. The said Building known as “Honeycomb” consisting of ground plus 3 (Three) stories, comprising of 22 (Twenty-two) numbers of flats is standing on the Property and occupied by members of Society 4.
- d. By a Development Agreement dated 18 May 2023 (“**Development Agreement 4**”) duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL2/9713/2023 dated 29 May 2023, Society 4 has granted development rights to you, as the Developer, to redevelop Property 4 belonging to Society 4 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 4 in the Cluster

Development Project, and market the balance premises, subject to the compliance of terms and conditions of Development Agreement 4.

- e. Pursuant to the said Development Agreement 4, Society 4 also executed an Irrevocable Power of Attorney dated 29 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL2/9714/2023 dated 29 May 2023 ("POA 4"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 4 as therein mentioned.

**Property 5 – CTS No. 5743/11 of Village Ghatkopar-Kirol, admeasuring 1,109.40 sq. mtrs or thereabouts (as per PR Card) being at Final Plot No. 353/11 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400 077, together with the building standing thereon known as "Shrinivas", along with their share in the internal means of access and common recreation space/ ground admeasuring 355 sq. mtrs. or thereabouts.**

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 20 February 1967, *inter alia* Plot No. 353/11 came to the share of Joint and Undivided Hindu Family of Dhirajlal Keshavlal Shah, consisting of Dhirajlal Keshavlal Shah, his wife, Dhanlaxmi Dhirajlal Shah, his daughters, Bharati Dhirajlal Shah and Parul Dhirajlal Shah, and his son, Chetan Dhirajlal Shah.
- b. By Indenture dated 18 April 1969, duly registered with the Office of Sub-Registrar at Bandra under Sr. No. 1708/1969, and entered into between (1) Dhirajlal Keshavlal Shah, (2) Dhanlaxmi Dhirajlal Shah, (3) Bharati Dhirajlal Shah, (4) Parul Dhirajlal Shah and (5) Chetan Dhirajlal Shah, therein referred to as the Vendors of the First Part; Damji Shamji Shah, therein referred to as the First Confirming Party, of the Second Part; (1) Ayya-Swamy Rhadakrishnan, (2) Venkatakrishna Ramamurthi, (3) Venkatarama Natarajan, and (4) V. Mahadevan, therein referred to as the Second Confirming Parties; and Society 5, therein referred to as the Purchaser Society of the Fourth Part, the said Vendors therein, with the confirmation of the First and Second Confirming Parties, sold, conveyed and transferred the said Land along with their undivided share in the internal means of access and common recreation ground to Society 5, at or for a consideration and on the terms and conditions mentioned therein.



- c. The said Building known as "Shrinivas" consisting of ground plus 3 (Three) stories, comprising of 23 (Twenty-Three) numbers of flats is standing on Property 5 and occupied by members of Society 5.
- d. By a Development Agreement dated 18 May 2023 ("**Development Agreement 5**") duly registered with the Office of the Sub-Registrar at Kurla No.1 under the Sr. No. KRL-1/10244/2023 dated 27 May 2023, Society 5 has granted development rights to you, as the Developer, to redevelop Property 5 belonging to Society 5 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 5 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of the Development Agreement 5.
- e. Pursuant to the said Development Agreement 5, Society 5 also executed an Irrevocable Power of Attorney dated 27 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.1 under the Sr. No. KRL-1/10245/2023 dated 27 May 2023 ("**POA 5**"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of the said Property 5 as therein mentioned.

**Property 6 – CTS No. 5743/12 of Village Ghatkopar-Kirol, admeasuring 1,109.70 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/12 of Town Planning Scheme No. III of Ghatkopar, situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as "Neelkanth Chhaya", along with their share in the internal means of access and common recreation space/ ground admeasuring 355.30 sq. mtrs. or thereabouts.**

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III. Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 20 February 1967, *inter alia* Plot No. 353/12 came to the share of Joint and Undivided Hindu Family of Savailal Keshavlal Shah, consisting of Savailal Keshavlal Shah and his wife, Taralaxmi Savailal Shah.
- b. By Conveyance dated 17 April 1969, duly registered with the Office of Sub-Registrar at Bandra under Sr. No. 899/1969, and entered into between (1) Savailal Keshavlal Shah and (2) Taralaxmi Savailal Shah, therein referred to as the Vendors of the One Part; and (1) Mahadeo Velji Patel and (2) Lakhmaben Devji Patel, carrying on business in partnership under M/s Mahadeo Velji Patel and Co.,

therein referred to as the Purchasers, the said Vendors of the Other Part, therein, sold, conveyed and transferred the said Land along with their undivided share in the internal means of access and common recreation ground to the Purchasers therein, at or for a consideration and on the terms and conditions mentioned therein.

- c. The said (1) Mahadeo Velji Patel and (2) Lakhmaben Devji Patel, carrying on business in partnership under M/s Mahadeo Velji Patel and Co., constructed the said Building known as "Neelkanth Chhaya" consisting of ground plus 3 (Three) stories, comprising of 23 (twenty-three) numbers of flats on the Land.
- d. By Indenture dated 17 March 1970, duly registered with the Office of the Sub-Registrar of Assurances at Bandra, under Regn. No. BOM/R/1255/1970, and entered into between (1) Mahadeo Velji Patel and (2) Lakhmaben Devji Patel, carrying on business in partnership under M/s Mahadeo Velji Patel and Co., therein referred to as the Vendors of the First Part; and Society 6, therein referred to as the Purchasers of the Second Part, the said Vendors therein, sold, conveyed and transferred the said Property 6, along with their undivided share in the internal means of access and common recreation ground to Society 6, at or for a consideration and on the terms and conditions mentioned therein.
- e. By a Development Agreement dated 18 May 2023 ("**Development Agreement 6**") duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9466/2023 dated 24 May 2023, Society 6 has granted development rights to you, as the Developer, to redevelop the said Property 6 belonging to Society 6 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 6 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of the Development Agreement 6.
- f. Pursuant to the said Development Agreement 6, Society 6 also executed an Irrevocable Power of Attorney dated 24 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9467/2023 dated 24 May 2023 ("**POA 6**"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of the said Property 6 as therein mentioned.

**Property 7 – CTS No. 5743/13 of Village Ghatkopar-Kirol, admeasuring 1,337.50 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/13 of Town Planning Scheme No. III of Ghatkopar, situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing**

thereon known as “Bhaveshwar Shikar - 1”, along with their share in the internal means of access and common recreation space/ ground admeasuring 428.04 sq. mtrs. or thereabouts.

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 9 September 1966, *inter alia* Plot No. 353/13 came to the share of Joint and Undivided Hindu Family of Savailal Keshavlal Shah, consisting of Savailal Keshavlal Shah and his wife, Taralaxmi Savailal Shah.
- b. By Conveyance dated 1 December 1966, duly registered with the Office of Sub-Registrar at Bandra under Sr. No. 2750/1966, and entered into between (1) Savailal Keshavlal Shah and (2) Taralaxmi Savailal Shah, therein referred to as the Vendors of the One Part; and (1) Velji Harkha Patel, (2) Kantilal Chaturdas Parekh, (3) Kurson Raoji Patel, (4) Kauji Raoji Patel and (5) Mahadeo Velji Patel carrying on business in partnership under M/s Velji Harkha Patel and Co., therein referred to as the Purchasers, the said Vendors of the Other Part, therein, sold, conveyed and transferred the said Land along with their undivided share in the internal means of access and common recreation ground to the Purchasers therein, at or for a consideration and on the terms and conditions mentioned therein.
- c. The said (1) Velji Harkha Patel, (2) Kantilal Chaturdas Parekh, (3) Kurson Raoji Patel, (4) Kauji Raoji Patel and (5) Mahadeo Velji Patel carrying on business in partnership under M/s Velji Harkha Patel and Co. constructed A building known as “Bhaveshwar Shikhar - 1” consisting of ground plus 5 (Five) stories, comprising of 20 (Twenty) numbers of flats (“**Building 7**”) on the Land.
- d. Vide Indenture dated 31 March 1969, duly registered with the Office of Sub-Registrar at Bandra under the Sr. No. 1628/1969, and entered into between (1) Velji Harkha Patel, (2) Kantilal Chaturdas Parekh, (3) Kurson Raoji Patel, (4) Kauji Raoji Patel and (5) Mahadeo Velji Patel carrying on business in partnership under M/s Velji Harkha Patel and Co., therein referred to as the Transferors of the First Part; and Society 7, therein referred to as the Society of the Other Part, the said Transferors therein, sold, conveyed and transferred Property 7, along with their undivided share in the internal means of access and common recreation ground to Society 7, at or for a consideration and on the terms and conditions mentioned therein.
- e. By a Development Agreement dated 18 May 2023 (“**Development Agreement 7**”) duly registered with the Office of the Sub-Registrar at Kurla No. 2 under the

Sr. No. KRL-2/9770/2023 dated 30 May 2023, Society 7 has granted development rights to you, as the Developer, to redevelop Property 7 belonging to Society 7 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 7 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of the Development Agreement 7.

- f. Pursuant to the said Development Agreement 7, Society 7 also executed an Irrevocable Power of Attorney dated 30 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No. 2 under the Sr. No. KRL-2/9772/2023 dated 30 May 2023 (“POA 7”), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 7 as therein mentioned.

**Property 8 - CTS No. 5743/15 of Village Ghatkopar-Kirol, admeasuring 1,104.40 sq. mtrs. or thereabouts (as per PR Card) being at Final Plot No. 353/15 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar, Mumbai – 400077, together with the building standing thereon known as “Awadhपुरi”, along with their share in the internal means of access and common recreation space/ ground admeasuring 324.4 sq. mtrs. or thereabouts.**

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 20 February 1967, *inter alia* Plot No. 353/15 came to the share of Joint and Undivided Hindu Family of Savailal Keshavlal Shah, consisting of Savailal Keshavlal Shah and his wife, Taralaxmi Savailal Shah.
- b. By Indenture dated 6 November 1967, duly registered with the Office of Sub-Registrar at Bombay under the Sr. No. 4874/1967, and entered into between (1) Savailal Keshavlal Shah and (2) Taralaxmi Savailal Shah, therein referred to as Vendors of the First Part; (1) R. S. Upadhaya and (2) Maganlal Nanchand Vakharia, therein referred to as the Confirming Parties of the Second Part; and Society 8, therein referred to as the Purchasers of the Third Part, the said Vendors therein, with the confirmation of the Confirming Parties, sold, conveyed and transferred the said Property 8 along with their undivided share in the internal means of access and common recreation ground to Society 8, at or for a consideration and on the terms and conditions mentioned therein.

- c. A building known as "Awadhपुरi" consisting of ground plus 3 (Three) stories, comprising of 24 (Twenty-four) numbers of flats ("**Building 8**") is standing on Property 8 and occupied by members of Society 8.
- d. By a Development Agreement dated 18 May 2023 ("**Development Agreement 8**") duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10829/2023 dated 3 June 2023, Society 8 has granted development rights to you, as the Developer, to redevelop Property 8 belonging to Society 8 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 8 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of Development Agreement 8.
- e. Pursuant to the said Development Agreement 8, Society 8 also executed an Irrevocable Power of Attorney dated 3 June 2023 duly registered with the Office of the Sub-Registrar at Kurla No. 1 under the Sr. No. KRL-1/10832/2023 dated 3 June 2023 ("**POA 8**"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 8 as therein mentioned.

**Property 9 – CTS No. 5743/16 of Village Ghatkopar-Kirol, admeasuring 1,080.60 sq. mtrs or thereabouts (as per PR Card) being at Final Plot No. 353/16 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as "Aparna", along with their share in the internal means of access and common recreation space/ ground admeasuring 354.519 sq. mtrs. or thereabouts.**

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 20 February 1967, *inter alia* Plot No. 353/16 came to the share of Joint and Undivided Hindu Family of Dhanwantraï Keshavlal Shah, consisting of Dhanwantraï Keshavlal Shah and his wife, Prabhavati Dhanwantraï Shah.
- b. By Indenture dated 11 March 1970, duly registered with the Office of Sub-Registrar at Bandra under the Sr. No. 1126/1970, and entered into between (1) Dhanwantraï Keshavlal Shah and (2) Prabhavati Dhanwantraï Shah, therein referred to as Vendors of the First Part; Chandrakant Damji Shah, therein referred to as the First Confirming Party of the Second Part; (1) Krishnanath Bapuji

Mokashi, (2) Yeshwant Bapuji Mokashi, (3) Pandurang Hari Korde, (4) Shrikrishna Sitaram Pathak, and (5) Dharmaji Laxman Bandkar , therein referred to as the Second Confirming Parties of the Third Part; and Society 9, therein referred to as the Purchaser Society of the Fourth Part, the said Vendors therein, with the confirmation of the First and Second Confirming Parties, sold, conveyed and transferred the said Property 9 along with their undivided share in the internal means of access 'B' to Society 9, at or for a consideration and on the terms and conditions mentioned therein.

- c. The said building known as "Aparna" consisting of ground plus 3 (Three) stories, comprising of 20 (Twenty) numbers of flats ("**Building 9**") is standing on Property 9 and occupied by members of Society 9.
- d. By a Development Agreement dated 18 May 2023 ("**Development Agreement 9**") duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9671/2023 dated 26 May 2023, Society 9 has granted development rights to you, as the Developer, to redevelop Property 9 belonging to Society 9 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 9 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of Development Agreement 9.
- e. Pursuant to Development Agreement 9, Society 9 also executed an Irrevocable Power of Attorney dated 26 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under Sr. No. KRL-2/9673/2023 dated 26 May 2023 ("**POA 9**"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 9 as therein mentioned.

**Property 10 – CTS No. 5743/17 of Village Ghatkopar-Kirol, admeasuring 726 sq. mtrs. or thereabouts being at Final Plot No. 353/17 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Becharadas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, together with the building standing thereon known as "Lalit Prakash", along with their share in the internal means of access and common recreation space/ ground admeasuring 254 sq. mtrs. or thereabouts.**

- a. Originally, the Joint Family were absolutely seized and possessed of Final Plot No. 353 of Town Planning Scheme No. III, Ghatkopar, and thereafter, following sub-division of the plot and by virtue of partition deed dated 20 February 1967, *inter alia* Plot No. 353/17 came to the share of Joint and Undivided Hindu Family

of Dhirajlal Keshavlal Shah, consisting of Dhirajlal Keshavlal Shah, his wife, Dhanlaxmi Dhirajlal Shah, his daughters, Bharati Dhirajlal Shah and Parul Dhirajlal Shah, and his son, Chetan Dhirajlal Shah.

- b. By Indenture dated 14 September 1968, duly registered with the Office of Sub-Registrar at Bombay under Sr. No. 3683/1968, and entered into between (1) Dhirajlal Keshavlal Shah, (2) Dhanlaxmi Dhirajlal Shah, (3) Bharati Dhirajlal Shah, (4) Parul Dhirajlal Shah and (5) Chetan Dhirajlal Shah, therein referred to as the Vendors of the One Part; Damji Shamji Shah as First Confirming Party of the Second Part therein; (1) V. V. Mahadevan, (2) P. Subramanian and (3) T. S. Iyer, as Second Confirming Parties of the Third Part therein and Society 10, as Purchaser Society therein, of the Fourth Part, the said Vendors therein, with the consent of the First Confirming Party and Second Confirming Parties, sold, conveyed and transferred the said Property 10 along with their undivided share in the internal means of access and common recreation ground to Society 10 therein, at or for a consideration and on the terms and conditions mentioned therein.
- c. The said Building known as "Lalit Prakash" consisting of ground plus 3 (Three) stories, comprising of 16 (Sixteen) numbers of flats ("**Building 10**") is standing on Property 10 and occupied by members of Society 10.
- d. By a Development Agreement dated 18 May 2023 ("**Development Agreement 10**") duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9433/2023 dated 24 May 2023, Society 10 has granted development rights to you, as the Developer, to redevelop Property 10 belonging to Society 10 as well as Adjoining Properties as a Cluster Development Project, provide permanent alternate accommodation to the existing members of Society 10 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of the Development Agreement 10.
- e. Pursuant to the said Development Agreement 10, Society 10 also executed an Irrevocable Power of Attorney dated 29 May 2023 duly registered with the Office of the Sub-Registrar at Kurla No.2 under the Sr. No. KRL-2/9714/2023 dated 29 May 2023 ("**POA 10**"), in favour of yourself, the Developer, and your nominees, granting you the power, authority and discretion in respect of the redevelopment of Property 10 as therein mentioned.

**Internal Access – Internal road bearing Final Plot No. 353/46 of Town Planning Scheme No. III of Ghatkopar, situated off Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400077, admeasuring 866 sq. mtrs. or thereabouts.**

- a. By letter bearing reference no. EE/TP/Ghat III/055/TPS dated 5 June 2023 issued by the Executive Engineer (Town Planning), BMC, addressed to Kalpesh Shah, Licensed Surveyor appointed by the Developer, the said Executive Engineer (Town Planning) confirmed that by TPS-III Ghatkopar (1st variation) sanctioned by the State Government, Final Plot No. 353 was sub-divided into various final plots, internal roads and open spaces. As per the sanctioned TP Scheme, no number is reflected against access road for road stretch marked 'A - B' attached the said letter (which is used exclusively by the 7 societies surrounding it, as per the Certificate issued by the said Kalpesh Shah, Licensed Surveyor). However, in the plan for the Cluster Development Scheme submitted by the Architect, the internal road is designated as 353/46. The ownership of the open spaces and roads are shown in association of all co-operative societies.
- b. Mr. Kalpesh L. Shah, Project Management Consultant, Licensed Surveyor, Consulting Structural Engineer and Government Approved Valuer, vide the certificate dated 17 May 2022, also confirms that the Internal Access bearing Final Plot No. 353/46 is used as internal means of access by 7 participating societies, being Society 2, Society 3, Society 4, Society 5, Society 6, Society 7 and Society 10 herein, and no other societies have any access through the said Internal Access.

**Mortgage in favour of ICICI Bank Limited**

Vide Mortgage Deed dated 27 October 2023 ("**Mortgage Deed**") duly registered with the Sub-Registrar at Kurla No. 5 under Sr. No. KRL-5/23914/2023, MICL Creators LLP have created a mortgage with respect to (1) its Cluster Development Rights for the Property, (2) future scheduled receivables of the Project and insurance proceeds, (3) all rights, title, interest, claims, benefits, and demands under the various Development Agreements, and (4) Escrow account/s of the Project and the DSR Account, in favour of ICICI Bank Limited towards the financial facility as availed under the said Mortgage Deed, upon the terms and conditions as set-out therein.

9. Subject to what is stated hereinabove, including the correctness of the following representations:
  - a. from Society 1, being Meenalochani Co-operative Housing Society Limited, stating that the original indenture dated 4 March 1967, by which the Property 1 was conveyed to the said Society 1, is lost/ misplaced and the same has not been deposited with anyone with an intention to create a mortgage or charge over Property 1;
  - b. from Society 2, being Shree Nataraj Co-operative Housing Society Limited, stating that the original indenture dated 3 December 1968, by which the



Property 2 was conveyed to Society 2, is lost/ misplaced and the same has not been deposited with anyone with an intention to create a mortgage or charge over Property 2;

- c. from Society 3, being Belvedere Co-operative Housing Society Limited, stating that the original indenture dated 17 August 1968, by which the said Property 3 was conveyed to Society 3, is lost/ misplaced and the same has not been deposited with anyone with an intention to create a mortgage or charge over Property 3;
- d. from Society 7, being Sarvabandhu Co-operative Housing Society Limited, stating that the original indentures dated 1 December 1966 and 31 March 1969, by which Property 7 was conveyed to said Society 7, are lost/ misplaced and the same has not been deposited with anyone with an intention to create a mortgage or charge over Property 7; and
- e. from Society 8, being Awadhपुरi Co-operative Housing Society Limited, stating that the original indenture dated 6 November 1967, by which Property 8 was conveyed to the said Society 8, is lost/ misplaced and the same has not been deposited with anyone with an intention to create a mortgage or charge over Property 8;

We are of the opinion that:

- a. The title of the said Societies 1 to 10 to the respective Properties 1 to 10 (which are collectively referred to as "**Larger Property**"), , collectively admeasuring about 12,262 sq. mtrs, along with their share in the internal means of access and common recreation space/ ground, collectively admeasuring 3241.449 sq. mtrs., is clear and marketable and without any encumbrances.
- b. Out of the said Larger Property admeasuring about 15,503.449 sq. mtrs., a proposal for Cluster Development Scheme was submitted with respect to Final Plot Nos. 353/5, 353/7, 353/8, 353/9, 353/11, 353/12, 353/13, 353/15, 353/16 and 353/17 (collectively admeasuring about 12,262 sq. mtrs.), which are owned by the respective Society 1 to 10, along with one of the internal means of access, bearing Final Plot No. 353/46 (admeasuring about 866 sq. mtrs.), which is exclusively used by 7 Societies, being Society 2, Society 3, Society 4, Society 5, Society 6, Society 7 and Society 10 ("**Internal Access**"), i.e., collectively admeasuring about 13,128 sq. mtrs. ("**Property**"), which has been duly approved vide Intimation of Disapproval issued by Executive Engineer, Buildings Proposal, BMC, having Reference No. P-16663/2023)/N WARD/FP/IOD/1/NEW dated 27<sup>th</sup> September 2023.

- c. You, MICL Creators LLP, are entitled to redevelop the said Property as a part of the Cluster Development Project, provide permanent alternate accommodation to the existing members of Societies 1 to 10 in the Cluster Development Project, and market the balance premises, subject to the compliance of terms and conditions of the respective Development Agreement nos. 1 to 10, as mentioned hereinabove and mortgage created in favour of ICICI Bank Limited.

**For Purnanand & Co.**



**Partner**