6. Roz-a-Rio Apartments L. B. S. Road, Kamani

Kurla (West), Mumbai - 400 070.

Mobile: 98205 01547

Email: pradipgarach@gmail.com

FORMAT-A

Circular No. (28/2021)

То Maha RERA, Housefin Bhavan, Plot No. C - 21, Bandra Kurla Complex, Bandra (East), Mumbai 400051.

LEGAL TITLE REPORT

Sub.: Title Clearance Certificate with respect to ALL THAT pieces and parcels

Village	Old Survey	New Survey	Total area as per 7/12	Defined Term
	No.	No.	extract (in Sq.mtrs.)	
Surai	81/1	22/1	6460 out of 9660	First Property
Surai	83/0	23/0	12600	Second Property
Total			19060	

and "First Property" and "Second Property" totally admeasuring 19060 sq.mtr. or thereabout lying being and situate at Village Surai, Taluka Bhiwandi and District Thane (hereinafter collectively briefly referred to as "the said Property"), being developed by Project name "Meadows-A".

- I have investigated the title of all that said First Property and Second Property at 1) the request of my client, Macrotech Developers Limited formerly known as Ajitnath Hi-Tech Builders Private Limited / Lodha Developers Private Limited / Lodha Developers Limited a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001 ("Company") as the Owner / Developer, as the case may be. On the basis and relying upon the perusal of relevant photocopies of Title documents; Orders/Permissions, Notification for acquirement of the said property and development; Revenue Records as uploaded on Portals of https://bhulekh.mahabhumi.gov.in/; Search Data of Manual Search conducted in Offices of concerned Sub Registrar; Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record; Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited in respect of the said First Property and Second Property and Orders and Certificates with respect to re-organisation and restructuring in relation to the Company, I have to state as follows:
- Description of the Property

ALL that property comprising following Survey Number and Hissa Number with respective admeasurement as follows:

Village	Old Survey	New Survey	Total area	
	No.	No.	(in Sq.mtrs.)	
Surai	81/1	22/1	6460 out of 9660	
Surai	83/0	23/0	12600	
	Total	19060		

aggregating in all 19060 sq.mtrs or thereabouts, lying, being and situated at Villages Surai, Taluka Bhiwandi and District Thane (being referred as "the said Property" hereto).

- Document of acquirement of the said Property
- i) By Deed of Conveyance dated 01/07/2014 executed and registered under Serial No. BVD1-5222-2014, Sujeetkumar Jeetpratap Singh (Vendor) in favour of Ajitnath Hi-Tech Builders Private Limited (Purchaser), for the sale and transfer of the portion of the First Property comprised in New Survey No. 22/1 (Part) admeasuring 360 sq.mtrs. or thereabout.
- ii) Power of Attorney dated 01/07/2014 executed and registered under Sr. No. BVD1-5223-2014 with the office of Sub Registrar Bhiwandi-1, by Sujeetkumar Jeetpratap Singh in favour of Ajitnath Hi-Tech Builders Private Limited to do and carry out development of the said First Property comprised in New Survey No. 22/1 (Part) admeasuring 360 sq.mtrs. or thereabout.
- iii) By Development Agreement dated 30/06/2017 executed and registered under Serial No. BVD1-4406-2017, between Arun Parshuram Patil, Suryakant Parshuram Patil, Baban Narayan Patil, Mohan Narayan Patil, Saurabh Yashwant Patil, Mangesh Yashwant Patil, Mahesh Yashwant Patil and Vanita Yashwant Patil (Owners) and Ajitnath Hi-Tech Builders Private Limited (Developer), for development and ultimately sale of the another portion of the said First Property comprised in New Survey No. 22/1 (Part) admeasuring 6100 sq.mtrs. or thereabout in terms thereof.
- iv) Power of Attorney dated 30/06/2017 executed and registered under Sr. No. BVD1-4407-2017 with the office of Sub Registrar Bhiwandi-1, by Arun Parshuram Patil, Suryakant Parshuram Patil, Baban Narayan Patil, Mohan Narayan Patil, Saurabh Yashwant Patil, Mangesh Yashwant Patil, Mahesh Yashwant Patil and Vanita Yashwant Patil in favour of Ajitnath Hi-Tech Builders Private Limited to do and carry out development of another portion of the said First Property comprised in Survey No. 22/1 (Part) admeasuring 6100 sq.mtrs. or thereabout.
- v) By Deed of Conveyance dated 03/11/2023 executed and registered under Serial No. BVD1-15371-2023, Arun Parshuram Patil, Suryakant Parshuram Patil, Baban Narayan Patil, Mohan Narayan Patil, Saurabh Yashwant Patil, Mangesh Yashwant Patil, Mahesh Yashwant Patil and Vanita Yashwant Patil (Vendors) in favour of Macrotech Developers Limited (Purchaser), for the sale and transfer of the portion of the First Property

comprised in New Survey No. 22/1 (Part) admeasuring 6100 sq.mtrs. or thereabout.

- vi) Agreement for Sale dated 13/03/2008 executed and registered under Sr. No. BVD1-2454-2008 with the office of Sub Registrar Bhiwandi-1, between Pandurang Shankar Bhoir (Vendor) and Govind Parshuram Patil, Bandu Parshuram Patil, Anubai Parshuram Patil, Vanita Sundar Patil, Balaram Motiram Patil, Radhabai Kashinath Patil, Vishal Balaram Patil, Gulab Balaram Patil, & Suman Ramesh Bhoir (Confirming Parties) and Ajitnath Hi-Tech Builders Private Limited (Purchaser) for sale and development of the Seccond Property comprised in New Survey No. 23/0 admeasuring 12600 sq.mtrs. or thereabout;
- vii) Power of Attorney dated 13/03/2008 executed and registered under Sr. No. 232/2008 with the office of Sub Registrar Bhiwandi-1, by Pandurang Shankar Bhoir (Vendor) and Govind Parshuram Patil, Bandu Parshuram Patil, Anubai Parshuram Patil, Vanita Sundar Patil, Balaram Motiram Patil, Radhabai Kashinath Patil, Vishal Balaram Patil, Gulab Balaram Patil, & Suman Ramesh Bhoir (Confirming Parties) in favour of Ajitnath Hi-Tech Builders Private Limited to do and carry out development of the said Seccond Property comprised in New Survey No. 23/0 admeasuring 12600 sq.mtrs. or thereabout.
- viii) By Deed of Conveyance dated 01/10/2008 executed and registered under Serial No. BVD1-8425-2008, Pandurang Shankar Choudhary with confirmation of (Vendor) and Govind Parshuram Patil, Bandu Parshuram Patil, Anubai Parshuram Patil, Vanita Sundar Patil, Balaram Motiram Patil, Radhabai Kashinath Patil, Vishal Balaram Patil, Gulab Balaram Patil, & Suman Ramesh Bhoir (Confirming Parties) in favour of Ajitnath Hi-Tech Builders Private Limited, for the sale and transfer of the Seccond Property comprised in New Survey No. 23/0 admeasuring 12600 sq.mtrs. or thereabout.

related to the acquirement of Ownership rights for the portion of said First Property and Second Property.

4) **7/12 Extract**

i) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of https://bhulekh.mahabhumi.gov.in/ uploaded therein reflects in the names of (1) Ajitnath HiTech Builders Private Limited to the extent of 360 sq.mtrs. or thereabout, (2) Dundibai Rajaram Patila and 7 others to the extent of 2200 sq.mtrs. or thereabout, (3) Manjit Vasant Raut and Wasim Nasir Maste to the extent

Page 3 of 18

of 1000 sq.mtrs. or thereabout and 4) Macrotech Developers Limited to the extent of 6100 sq.mtrs. or thereabout as the Land Holder of the First Property comprised in New Survey No. 22/1 in Village Surai.

There is notation in Other Rights Column regarding Development Agreement by Arun Parshuram Patil & Others and Ajitnath Hi-Tech Builders Private Limited.

Digital Certified Online 7/12 Extract (Record of Rights) ii) of https://bhulekh.mahabhumi.gov.in/ from Portal uploaded therein reflects in the name of Ajitnath Hi-Tech Builders Private Limited to the extent of 12600 sq.mtrs. or thereabout as the Land Holder of the Second Property comprised in Survey No. 23/0 in Village Surai.

There is notation in Other Rights Column regarding permission under Section 63-1A of Bombay Tenancy and Agricultural Land Act for the purpose of Special Township Project.

Search Report for 30 years from 1993 to 2024 (30 years)

My client has taken search of Land Record through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2024. Besides, my client has also taken manual search for the year 1993 to 2001. There is no registered document evidencing creation of adverse interest which affect title of respective Owners to their respective First Property and Second Property and development thereon.

- On the basis of and relying upon the perusal photocopies of relevant (i) Title 6) as uploaded on Revenue Records https://bhulekh.mahabhumi.gov.in/; iii) Orders/Permissions, Notification for acquirement of the said property (iv) Search Data of Search conducted in Offices of concerned Sub Registrar and Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (v) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited relying on representations, information and explanation gathered in connection therewith, I am of the opinion that, title of Macrotech Developers Limited (formerly known as Ajitnath Hi-Tech Builders Private Limited), as the Land Holder / Owner with complete development rights for the First Property to the extent of 6460 sq.mtrs. or thereabout and Second Property to the extent of 12600 sq.mtrs. or thereabout, is clear, marketable and free from encumbrances.
- I note that over a period of time, by reason of Change of Name, Restructuring and 7) Reorganisation as well as Conversion, Ajitnath Hi-Tech Builders Private Limited / Lodha Developers Limited its continuance into other entities ultimately came to be known as Macrotech Developers Limited. The details whereof are mentioned in Flow of Title being Annexure-A hereto. Thereupon, all the entire business undertaking, assets including the permissions and Property of Ajitnath Hi-Tech underland,
 Builders Private Limited / -Macrotech Developers Limited
 Page 4 of 18 Builders Private Limited / Lodha Developers Limited transferred to and vested in

Pradip Garach

Advocate

High Court, Bombay

Owner of the Property

- the First Property i.e. property bearing Survey No. 22/1 to the extent of admeasuring 9660 sq.mtrs. or thereabout in Village Anjur, Taluka Bhiwandi and Dist. Thane are owned by and belonged to (i) Ajitnath Hi-Tech Builders Private Limited the extent of 360 sq.mtrs. or thereabout (Land Holders); (ii) Dundibai Rajaram Patil, Indrapal Rajaram Patil, Chandrakant Rajaram Patil, Balaram Rajaram Patil, Paljibai Sadanand Keni, Fashibai Suresh Patil, Premabai Gajanan Tare and Vithabai Jagdish Mhatre to the extent of 2200 sq.mtrs. or thereabout (Land Holders), (iii) Manjit Vasant Raut and Wasim Nisar Maste to the extent of 1000 sq.mtrs. or thereabout (Land Holders) and (iii) Macrotech Developers Limited to the extent of 6100 sq.mtrs. or thereabout (Land Holder). It is represented that the name of Macrotech Developers Limited will be mutated as Land Holder on 7/12 extract of the First Property in due course.
- 2) the Second Property i.e. property bearing Survey No. 23/0 to the extent of admeasuring 12600 sq.mtrs. or thereabout in Village Surai, Taluka Bhiwandi and Dist. Thane are owned by and belonged to Ajitnath Hi-Tech Builders Private Limited (Land Holder). It is represented that the name of Macrotech Developers Limited will be mutated as Land Holder on 7/12 extract of the Second Property in due course.
- 3) Qualifying comments/remarks This Report be read and construed in conjunction with Annexure-A.

The report reflecting the flow of the title of Macrotech Developers Limited as the Land Holder and / or Developer, as the case may be, of the said First Property and Second Property with complete development rights thereof is separately enclosed and annexed as **Annexure-"A"**.

Dated this day of March, 2024.

(Pradip Garach)

Advocate High Court, Bombay

Encl.: Annexure "A" -Flow of Title.

6, Roz-a-Rio Apartments L. B. S. Road, Kamani Kurla (West), Mumbai - 400 070.

Mobile: 98205 01547

Email: pradipgarach@gmail.com

FORMAT-A

Circular No. (28/2021)

FLOW OF THE TITLE OF THE SAID PROPERTY

Sub.: Title Clearance Certificate with respect to ALL THAT pieces and parcels

Village Old Survey New		Total area as per 7/12	Defined Term	
	No.	Survey No.	extract (in Sq.mtrs.)	
Surai	81/1	22/1	6460 out of 9660	First Property
Surai	83/0	23/0	12600	Second Property
Total			19060	

and "First Property" and "Second Property" totally admeasuring 19060 sq.mtr. or thereabout lying being and situate at Village Surai, Taluka Bhiwandi and District Thane (hereinafter collectively briefly referred to as "the said Property"), being developed by Project name "Meadows-A".

I have investigated the title of all that said First Property and Second Property at 1. the request of my client, Macrotech Developers Limited formerly known as Aiitnath Hi-Tech Builders Private Limited / Lodha Developers Private Limited / Lodha Developers Limited a company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400 001 ("Company") as the Owner / Developer, as the case may be, of the same. On the basis and relying upon the perusal of relevant photocopies of Title documents; Orders/Permissions, Notification for acquirement of the said property and development; Revenue Records as uploaded on Portals of https://bhulekh.mahabhumi.gov.in/; Search Data of Manual Search conducted in Offices of concerned Sub Registrar; Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record; Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited in respect of the said First Property and Second Property and Orders and Certificates with respect to reorganisation and re-structuring in relation to the Company, I have to state as follows:

2. The documents in relation to the ownership of the said Property:

I have perused following documents of title in respect of the ALL THAT said respective Property forming part of the said Property.

- (i) Village Extract Form 7/12 (Record of Rights) in respect of the said First Property to Second Property;
- (ii) Mutation Entry No. 119, 173, 175, 291, 292, 296, 366, 396, 406, 437, 485, 529, 536, 569, 588, 606, 730, 835, 927, 931, 1251, 1252 and 1504 are related to Survey No. 22/1 of Village Surai.
- (iii) Mutation Entry No. 122, 148, 178, 485, 545, 1315, 1504, 1812 and 2051 are related to Survey No. 23/0 of Village Surai

- (iv) By Deed of Conveyance dated 01/07/2014 executed and registered under Serial No. BVD1-5222-2014, Sujeetkumar Jeetpratap Singh (Vendor) in favour of Ajitnath Hi-Tech Builders Private Limited (Purchaser), for the sale and transfer of the portion of the First Property comprised in Survey No. 22/1 (Part) admeasuring 360 sq.mtrs. or thereabout.
- (v) Power of Attorney dated 01/07/2014 executed and registered under Sr. No. BVD1-5223-2014 with the office of Sub Registrar Bhiwandi-1, by Sujeetkumar Jeetpratap Singh in favour of Ajitnath Hi-Tech Builders Private Limited to do and carry out development of the said First Property comprised in Survey No. 22/1 (Part) admeasuring 360 sq.mtrs. or thereabout.
- (vi) By Development Agreement dated 30/06/2017 executed and registered under Serial No. BVD1-4406-2017, between Arun Parshuram Patil, Suryakant Parshuram Patil, Baban Narayan Patil, Mohan Narayan Patil, Saurabh Yashwant Patil, Mangesh Yashwant Patil, Mahesh Yashwant Patil and Vanita Yashwant Patil (Owners) and Ajitnath Hi-Tech Builders Private Limited (Developer), for development and ultimately sale of the another portion of the said First Property comprised in Survey No. 22/1 (Part) admeasuring 6100 sq.mtrs. or thereabout in terms thereof.
- (vii) Power of Attorney dated 30/06/2017 executed and registered under Sr. No. BVD1-4407-2017 with the office of Sub Registrar Bhiwandi-1, by Arun Parshuram Patil, Suryakant Parshuram Patil, Baban Narayan Patil, Mohan Narayan Patil, Saurabh Yashwant Patil, Mangesh Yashwant Patil, Mahesh Yashwant Patil and Vanita Yashwant Patil in favour of Ajitnath Hi-Tech Builders Private Limited to do and carry out development of another portion of the said First Property comprised in Survey No. 22/1 (Part) admeasuring 6100 sq.mtrs. or thereabout.
- (viii) By Deed of Conveyance dated 03/11/2023 executed and registered under Serial No. BVD1-15731-2023, Arun Parshuram Patil, Suryakant Parshuram Patil, Baban Narayan Patil, Mohan Narayan Patil, Saurabh Yashwant Patil, Mangesh Yashwant Patil, Mahesh Yashwant Patil and Vanita Yashwant Patil (Vendors) in favour of Macrotech Developers Limited (Purchaser), for the sale and transfer of the portion of the First Property comprised in Survey No. 22/1 (Part) admeasuring 6100 sq.mtrs. or thereabout.
- Agreement for Sale dated 13/03/2008 executed and registered under Sr. No. BVD1-2454-2008 with the office of Sub Registrar Bhiwandi-1, between Pandurang Shankar Bhoir (Vendor) and Govind Parshuram Patil, Bandu Parshuram Patil, Anubai Parshuram Patil, Vanita Sundar Patil, Balaram Motiram Patil, Radhabai Kashinath Patil, Vishal Balarm Patil, Gulab Balaram Patil, & Suman Ramesh Bhoir (Confirming Parties) and Ajitnath Hi-Tech Builders Private Limited (Purchaser) for sale and development of the Seccond Property comprised in Survey No. 23/0 admeasuring 12600 sq.mtrs. or thereabout;
- (x) Power of Attorney dated 13/03/2008 executed and registered under Sr. No. 232/2008 with the office of Sub Registrar Bhiwandi-1, by Pandurang Shankar Bhoir (Vendor) and Govind Parshuram Patil, Bandu Parshuram Patil, Anubai Parshuram Patil, Vanita Sundar Patil, Balaram Motiram

Patil, Radhabai Kashinath Patil, Vishal Balarm Patil, Gulab Balaram Patil, & Suman Ramesh Bhoir (Confirming Parties) in favour of Ajitnath Hi-Tech Builders Private Limited to do and carry out development of the said Second Property comprised in Survey No. 23/0 admeasuring 12600 sq.mtrs. or thereabout.

- (xi) By Deed of Conveyance dated 01/10/2008 executed and registered under Serial No. BVD1-8425-2008, Pandurang Shankar Choudhary with confirmation of (Vendor) and Govind Parshuram Patil, Bandu Parshuram Patil, Anubai Parshuram Patil, Vanita Sundar Patil, Balaram Motiram Patil, Radhabai Kashinath Patil, Vishal Balarm Patil, Gulab Balaram Patil, & Suman Ramesh Bhoir (Confirming Parties) in favour of Ajitnath Hi-Tech Builders Private Limited, for the sale and transfer of the Seccond Property comprised in Survey No. 23/0 admeasuring 12600 sq.mtrs. or thereabout.
- (xii) Order No. TNC-2707/PRA.KR.317/L-9 dated 26/12/2007 and its revalidation from time to time as per Orders dated 11/06/2009, 04/08/2010, 26/12/2011, and 25/04/2014 issued under Section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948 for acquirement of land.
- (xiii) Notification No. 1 of 2016 dated 01/01/2016 published in Official Gazatte of Maharashtra there is an amendment of Section 63 of Maharashtra Tenancy and Agricultural Land Act, 1948 by inserting Section 63-1C and Section 63-1A in Sub Section 1(a), (b), (c) and (d) sub Section 2 (a), (b), Sub Section 3, Sub Section 4 by replacing Special Township Project with a word Integrated Township Project.
- (xiv) Notification No. TPS-1214/513/P.K.-42/14/NV-12 dated 29/04/2017 published Government of Maharashtra, Urban Development Department, Maharashtra Regional and Town Planning Act, 1966 inter alia declared Project on the said Larger Land as described Schedule-A thereunder written (which include said First Property and portion of the Second Property), as Integrated Township Project and also granted Locational Clearance to the same on terms and conditions stated therein.
- (xv) Notification No. DP/60/Villages(BSA)/Village Anjur & Others/ITP/CR-408/17/TPV-3/3205 dated 25/05/2018 published Government of Maharashtra, Urban Development Department, Maharashtra Regional and Town Planning Act, 1966 inter alia declared Project on the said Larger Land as described Schedule-A thereunder written for including additional land appended to the Schedule-A (which include remaining portion of the said Second Property), as Integrated Township Project and also granted Locational Clearance to the same on terms and conditions stated therein.
- (xvi) Order dated 28/03/2018 in Company Scheme Petition No. 1070 of 2017 inter alia filed by Ajitnath Hi-Tech Builders Private Limited and other (Transferors) along with Company Petition No. 1071 of 2017 filed by Lodha Developers Private Limited (Transferee).
- (xvii) Fresh Certificate of Incorporation Certificate dated 14/03/2018 on conversion of Lodha Developers Private Limited to Lodha Developers Limited.

- (xviii) Certificate of Incorporation dated 24th May 2019 for Change of Name of Lodha Developers Limited to Macrotech Developers Limited.
- (xix) Search Data of Search conducted by my client through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2024 and also Manual Search for the year 1992 to 2001.
 - (xx) ROC Search Report dated 27th February, 2024 issued by Sharatkumar Shetty & Associates, Practising Company Secretary on the online portal of Ministry of Companies Affairs Registrar of Companies' for Charges created on the said larger property by Macrotech Developers Limited (MDL).
- (xxi) Papers and proceedings of pending Litigations mentioned in this Flow of Title.
- (xxii) I have not issued a public notice inviting objections / claims in respect of the said Property.
- (xxiii) Since my scope of work does not include considering he aspects within the domain of an Architect or a Surveyour, I have not carried out any physical inspection of the said Property nor have commented on development aspect etc thereof.

Flow of Title of the said Property

I) Old Survey No. 81/1 i.e. New Survey No. 22/1 ("First Property")

- i) As per Mutation Entry No. 485 dated 24/12/1935, it is recorded that on the death of Hormasji Meherbanji on 25/10/1935, name of his legal heir viz. Sorabaji Meherbanji (Real Brother), was entered on 7/12 extract in respect of the land bearing Old Survey No. 81/1.
- ii) As per Mutation Entry No.1251 dated 20/05/1982, it is recorded that as Rajaram Undrya Patil was cultivating the portion of the land bearing Old Survey No. 81/1 belonged to Sorabaji Meherbanji, and as such the name of the said Cultivator was entered as Tenant in Other Rights Column of 7/12 extract in respect the portion of the land bearing Old Survey No. 81/1(Part).
- iii) As per Mutation Entry No.1252 dated 20/05/1982, it is recorded that as Narayan Hendrya was cultivating the portion of the land bearing Old Survey No. 81/1 belonged to Sorabaji Meherbanji, and as such the name of the said Cultivator was entered as Tenant in Other Rights Column of 7/12 extract in respect the portion of the land bearing Old Survey No. 81/1(Part).
- iv) Mutation Entry No.1504 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property came to be shown in Decimal system (Matric system).
- v) Mutation Entries Nos. 118, 291, 296, 366 and 396 are not relevant to the land bearing Old Survey No. 81/1

Page 9 of 18

- As per Mutation Entry No. 175 dated 23/09/2008, it is recorded that on the death of Sorabaji Meherbanji Bhiwandiwala on 06/07/1988, names of his legal heirs viz. 1) Firozsha Sorabji Bhiwandiwala (deceased), 2) Dinabai Firozsha Bhiwandiwala (deceased), 3) Susaro Firozsha Bhiwandiwala (deceased), 4) Parvez Firozsha Bhiwandiwala, 4) Ruby Parvez Bhiwandiwala, 5) Farhad Parvez Bhiwandiwala, 6) Pillu Maneksha Bhiwandiwala (deceased), 7) Firdoz Maneksha Bhiwandiwala, 8) Begum Firozsha Bhiwandiwala and 9) Sheru Firozsha Bhiwandiwala, were entered on 7/12 extract in respect of the land bearing New Survey No. 22/1.
- vii) As per Mutation Entry No. 406 dated 11/10/2013, it is recorded that by Conveyance Deed dated 08/08/2013 executed and registered under Sr. No. BVD1-6874-2013, 1) Ruby Parvez Bhiwandiwala, 2) Parvez Firozsha Bhiwandiwala, 3) Farhad Parvez Bhiwandiwala, 4) Begum Firozsha Bhiwandiwala, 5) Sheru Firozsha Bhiwandiwala (Vendors) and Sujitkumar Jeetpratap Singh (Purchaser), where under Vendors sold and conveyed to and unto the Purchaser the portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 360 sq.mtrs. or thereabout for valuable consideration on terms and conditions stated therein.
- viii) By Deed of Conveyance dated 01/07/2014 executed and registered under Serial No. BVD1-5222-2014 with Sub-Registrar Bhiwandi, Sujeetkumar Jeetpratap Singh (therein referred to as 'Vendor') sold, conveyed, transferred and assured unto in favour of the Ajitnath Hi-Tech Builders Private Limited (therein referred to as 'Purchaser'), the portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 360 sq.mtrs. or thereabout for valuable consideration and on terms, covenants and conditions stated therein. The Mutation Entry No. 437 records the above transaction and the name of the Ajitnath Hi-Tech Builders Private Limited has been entered and recorded on the 7/12 extracts as an Owner in respect of the the portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 360 sq.mtrs. or thereabout.
- ix) It appears that Rajaram Undrya Patil had been Simple Tenant as mentioned in Mutation Entry No. 1251 hereinabove. On verifying 7/12 extract, I inferred that the said Rajaram Undrya Patil came to be Protected Tenant and acquired the portion of the said First Property 3200 sq.mtrs. or therabout under 32G of Bombay Tenancy and Agricultural Land Act, 1948. However, there is no mutation available on date of this Report. In any event, this portion of the First Property is not relevant to this present Title Report.
- As per Mutation Entry No. 481 dated 16/01/2016, it is recorded that on the death of Rajaram Undrya Patil on 06/01/2015, names of his legal heirs viz. 1) Dundibai Rajaram Patil (wife), 2) Indrapal Rajaram Patil (Son), 3) Chandrakant Rajaram Patil (Son), 4) Balaram Rajaram Patil (Son), 5) Paljibai Sadanand Keni (daughter), 6) Fashibai Suresh Keni (daughter), 7) Premabai Gajanan Tare (daughter) and 8) Vithabai Jagdish Mhatre (daughter), were entered on 7/12 extract in respect of the said First Property bearing Survey No. 22/1. This Mutation of the portion of the First Property is not relevant to this present Title Report

- As per Mutation Entry No. 529 dated nil, records that by Government Notification Survey No./P.K.180/L-1 dated 07/05/2016 read with Order dated 03/06/2017 made by Collector Thane there has been implementation of Project by using Edit Module for Computerization of land Revenue Records. This Mutation further records that on the basis of said Order, the computerized 7/12 extract were rectified alongwith Mutation thereon in respect of land mentioned therein. However, there is no rectification with regard to the property bearing New Survey No. 22/1.
- xii) Mutation Entry No. 536 is cancelled.
- As per Mutation Entry No. 569 dated nil, records that by Government Notification Survey No./P.K.180/L-1, dated 07/05/2016 read with Order dated 03/06/2017 made by Collector Thane there has been implementation of Project by using Edit Module for Computerization of land Revenue Records. This Mutation further records that on the basis of said Order, the computerized 7/12 extract were rectified alongwith Mutation thereon in respect of land mentioned therein. However, there is no rectification with regard to the property bearing New Survey No. 22/1.
- xiv) As per Mutation Entry No. 588 dated 17/05/2018, it is recorded that on the death of Yashwant Parshuram Patil on 13/07/2012, names of his legal heirs viz. 1) Vanita Yashwant Patil, 2) Mangesh Yashwant Patil, 3) Mahesh Yashwant Patil and 4) Saurabh Yashwant Patil, were entered on 7/12 extract in respect of property bearing Survey No. 22/1.
- As per Mutation Entry No. 606 dated 27/09/2018, it is recorded that by Release Deed dated 03/07/2017 executed and registered under Sr. No. 4403/2017, Vandana Gurunath Karbhari, Nandabai Prakash Chaudhari, Laxmibai Narayan Patil, Dundibai Rajaram Patil, Leelabai Ratilal Patil and Girijabai Baliram Mali released and relinquished their rights in favour of 1) Arun Parshuram Patil, 2) Suryakant Parshuram Patil, 3) Mangesh Yashwant Patil, 4) Mahesh Yashwant Patil, 5) Vanita Yashwant Patil, 6) Baban Narayan Patil and 7) Mohan Narayan Patil.
- By Development Agreement dated 30/06/2017 executed between Ajitnath xvi) Hi-Tech Builders Private Limited (therein referred to as 'Developer') and 1) Arun Parshuram Patil, 2) Suryakant Parshuram Patil, 3) Mangesh Yashwant Patil, 4) Mahesh Yashwant Patil, 5) Vanita Yashwant Patil, 6) Baban Narayan Patil and 7) Mohan Narayan Patil (therein referred to as 'Owners'), registered with Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD1-4406-2017, the said Owners therein inter alia agreed to grant development right of another portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 6100 sq.mtr. or thereabout and ultimately sell their respective undivided right, title and interest in another portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 6100 sq.mtr. or thereabout to Ajitnath Hi-Tech Builders Private Limited for the consideration and on terms and conditions more particularly set out therein. The Mutation Entry No. 730 dated 06/07/2020 records the said Agreement and the name of the Company has been mutated in Other Rights Column of 7/12 extract in respect of the another portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 6100 sq.mtr. or thereabout

- By a Power of Attorney dated 30/06/2017 executed and registered with the office of the Sub Registrar of Assurances at Bhiwandi under Serial No. BVD1-4407-2017 the said 1) Arun Parshuram Patil, 2) Suryakant Parshuram Patil, 3) Mangesh Yashwant Patil, 4) Mahesh Yashwant Patil, 5) Vanita Yashwant Patil, 6) Baban Narayan Patil and 7) Mohan Narayan Patil (therein referred to as 'Vendors'), in favour of 1) Ganesh Tembhe and 2) Shivaji Jadhav representative of Ajitnath Hi-Tech Builders Private Limited, the Vendors granted powers and authorities to the representatives of Ajitnath Hi-Tech Builders Private Limited to do various acts, deeds, matters and things for and on their behalf in respect of another portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 6100 sq.mtr. or thereabout and carry out development thereon.
- xviii) As per Mutation Entry No. 952 dated 13/06/2022, it is recorded that by Conveyance Deed dated 22/03/2022 executed and registered under Sr. No. BVD1-3870-2022, 1) Dundibai Rajaram Patil, 2) Indrapal Rajaram Patil, 3) Chandrakant Rajaram Patil, 4) Balaram Rajaram Patil, 5) Paljibai Sadanand Keni, 6) Fashibai Suresh Keni, 7) Premabai Gajanan Tare and 8) Vithabai Jagdish Mhatre (Vendors) and Manjit Vasant Maste and Wasim Nisar Maste (Purchasers), where under Vendors sold and conveyed to and unto the Purchaser the portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 1000 sq.mtrs. or thereabout for valuable consideration on terms and conditions stated therein. This Mutation of the portion of the First Property is not relevant to this present Title Report.
- xix) By Deed of Conveyance dated 03/11/2023 executed and registered under Serial No. BVD1-15371-2023 with Sub-Registrar Bhiwandi, 1) Arun Parshuram Patil, 2) Suryakant Parshuram Patil, 3) Mangesh Yashwant Patil, 4) Mahesh Yashwant Patil, 5) Vanita Yashwant Patil, 6) Baban Narayan Patil and 7) Mohan Narayan Patil (therein referred to as 'Vendors') sold, conveyed, transferred and assured unto in favour of the Macrotech Developers Limited (therein referred to as 'Purchaser'), the portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 6100 sq.mtrs. or thereabout for valuable consideration and on terms, covenants and conditions stated therein. The Mutation Entry No. 1096 records the above transaction and the name of the Ajitnath Hi-Tech Builders Private Limited has been entered and recorded on the 7/12 extracts as an Owner in respect of the the portion of the First Property bearing New Survey No. 22/1(Part) admeasuring 6100 sq.mtrs. or thereabout.
- In view of the above, I observed that the name of Ajitnath Hi-Tech Builders Private Limited has been mutated in 7/12 extract for the portion of the land bearing Survey No. 22/1(Part) area 360 sq.mtrs. or thereabout and Macrotech Developers Limited has been mutated in 7/12 extract for the portion of the land bearing Survey No. 22/1(Part) area 6100 sq.mtrs. or thereabout as a Land Holder.

II) Old Survey No. 83/0 i.e. New Survey No. 23/0 ("Second Property")

i) As per Mutation Entry No. 485 dated 24/12/1935, it is recorded that on death of Hormasjee Meherbanjee on 25/10/1935 the names of his legal

- heir Sorabjee Meherbanjee (Real Brother), was entered on the 7/12 extract of the land bearing Old Survey No. 83/0.
- ii) On verifying succeeding Mutation Entry, it is inferred that there was Protected Tenants by names Undrya Govind and Motiram Govind, who have acquired the Second Property under Section 32G of Maharashtra Tenancy and Agricultural Land Act, 1948 as mentioned hereunder.
- iii) As per Mutation Entry No.1315 dated 15/10/1965 it is recorded that pursuant to the Order No.L5317 passed by Tenancy Agriculture Land Tribunal and Additional Mamlatdar u/s. 32G Maharashtra Tenancy and Agricultural Land Act, 1948 ("said Act"), the Protected Tenants viz. Undrya Govind and Motiram Govind agreed to acquire the land bearing Old Survey No. 83/0 as Tenant Purchasers belonged to Sorabjee Meherbanjee, the Owner thereof, for valuable consideration to be paid in installments, subject to provision of Section 43 of the said Act. Pursuant thereto the name of the said Protected Tenant was recorded in the 7/12 extract as Land Holder thereof. Thus, an encumbrance of purchase price in the name of Sorabjee Meherbanjee was entered in the Other Rights Column in respect of the land bearing Old Survey No. 83/0.
- iv) Mutation Entry No.1504 was entered on account of the enforcement of enactment of Weight and Measurement (Enforcement) Act, 1957 and Indian Coinage Act, 1957. Thus, the measurement of the said Property came to be shown in Decimal system (Matric system).
- v) As per Mutation Entry No.1812 dated 23/03/1981 it is recorded that on occurrence of death of Undrya Govind in the year 1971 and Parshuram Undrya Patil, the names of their respective legal heirs 1) Gundya Parshuram, 2) Bandya Parshuram, 3) Vaity Parshuram, 4) Chandi Parshuram, 5) Anibai Parshuram and 6) Ratan Undrya Patil, were entered on the 7/12 extract of the land bearing Old Survey No. 83/0.
- vi) As per Mutation Entry No.2051 dated 13/05/1988 it is recorded that Pandurang Shankar Choudhary purchased the said Second Property from 1) Motiram Govind Patil, 2) Gundya Parshuram, 3) Bandya Parshuram, 4) Vaity Parshuram, 5) Chandi Parshuram, 6) Anibai Parshuram and 7) Ratan Undrya Patil through POA holder Hanuman ShriramPatil for valuable consideration. Further Sale Permission bearing No. TNC/S.P./Bhiwandi/S.R.-39/87, dated 11/05/1988 of the Second Property comprised in Old Survey No. 83/0 admeasuring 12600 sq.mtrs. or thereabout has also been obtained from Dy. Collector.
- vii) By Agreement for Sale dated 13/03/2008 ("Agreement for Sale") executed amongst Ajitnath Hi-Tech Builders Private Limited (therein referred to as a 'Purchaser'), Pandurang Shankar Choudhary (therein referred to as a Vendor') and the legal heirs of Chandi Parshuram Patil viz. 1) Govind Parshuram Patil, 2) Bandu Parshuram Patil, 3) Vanita Sunder Patil, 4) Balaram Motiram Patil, 5) Radhabai Kashinath Patil, 6) Vishal Balaram. Patil, 7) Gulab Balaram Patil, 8) Suman Ramesh Bhoir (therein referred to as 'Confirming Parties') registered with Sub-Registrar of Assurances at Bhiwandi under Serial No.BVD-1-2454-2008, the said Vendors and the Confirming Parties therein agreed to sell their right, title and interest inter alia in respect of the land bearing Old Survey No.

23/0 to the Company with a right to develop the same for the consideration and on terms and conditions more particularly set out therein. The Mutation Entry No. 148 dated 18/07/2008 records the above transaction and the name of Company was entered in the Other Rights Column of the 7/12 extract of the land bearing Old Survey No. 23/0.

- viii) As per Mutation Entry No.8 dated 31/12/2002, it is recorded that Padmakar Ramchandra Kibe availed of a loan of Rs.40,000/- from Bhiwandi Group Vikas Seva Sahakari Society by creating a charge on the said Second Property and certain other properties belonging to him and thus an entry to that effect was made in the Other Rights Column of the 7/12 extract.
- ix) As per Mutation Entry No.122 dated 09/06/2008 it is recorded that on payment of encumbrance amount to the Bhiwandi Group Vikas Seva Society Limited by Pandurang Shankar Choudhary availed on the security of the said Property, came to be deleted from the Other Rights Column of the said Property.
- As per Mutation Entry No. 128 dated 19/06/2008 records that permission under Section 63(1A) Bombay Tenancy and Agricultural Land Act, 1948 granted to the Company for acquirement of Non-Agricultural Land. Under the said Permission, Clause No. 1 to 9 state that land acquired under Section 32G of the said Act by the Tenant Purchaser required to take Permission under Section 43 of the said Act for the purpose of the transfer of the said Second Property. The Company has paid 2% of the consideration value as Premium for transfer of the said Second Property from Tenant Purchaser to the Company. By reason whereof, an Order No. Revenue K-1/T-1/Kavi-22409 dated 18/06/2008 issued by the Collector, Thane inter alia stating therein that in view of the payment of 2% Premium and land being used for Special Township Project the requirement permission under Section 43 of the said Act relaxed and exempted in terms thereof.
- xi) By Deed of Conveyance dated 01/10/2008 executed and registered under Serial No. BVD1-8425-2008 with Sub-Registrar Bhwiandi, Pandurang Shankar Choudhary (therein referred to as 'Vendor') with the confirmation of the legal heirs of Chandi Parshuram Patil viz. 1) Govind Parshuram Patil, 2) Bandu Parshuram Patil, 3) Vanita Sunder Patil, 4) Balaram Motiram Patil, 5) Radhabai Kashinath Patil, 6) Vishal Balaram Patil, 7) Gulab Balaram Patil, 8) Suman Ramesh Bhoir (therein referred to as 'Confirming Parties') sold, conveyed, transferred and assured to and unto Ajitnath Hi-Tech Builders Private Limited (hereinafter referred to as 'Company') (therein referred to as 'Purchaser'), the said land bearing Survey No. 21/0 admeasuring 16640 sq.mtr. or thereabout and Survey No. 23/0 admeasuring 12600 sq.mtr. or thereabout for valuable consideration and on such terms, covenants and conditions stated therein. The Mutation Entry No. 178 dated 03/02/2009 records the above transaction and the name of Ajitnath Hi-Tech Builders Private Limited has been entered and recorded in the 7/12 extracts as Land Owner / Holder in respect of the land bearing Survey No. 21/0 admeasuring 16640 sq.mtr. or thereabout and Survey No. 23/0 admeasuring 12600 sq.mtr. or thereabout

xii) In view of the above, I observed that the name of Ajitnath Hi-Tech Builders Private Limited has been mutated in 7/12 extract of the land bearing Survey No. 23/0 area 12600 sq.mtr. or thereabout as a Land Holder.

4. PERMISSIONS, ORDERS AND NOTIFICATIONS

- By Order No. TNC-2707/PRA.KR.317/L-9 dated 26/12/2007 read with revalidation from time to time as per Orders dated 11/06/2009, 04/08/2010, 26/12/2011 and 25/04/2014 thereto, the Competent Authority, Department of Revenue and Forest has granted permission under Section 63 (1A) of Sub-Section (1) under Bombay Tenancy and Agricultural Land Act, 1948, as amended, to M/s. Ajitnath Hi-Tech Builders Private Limited, for acquisition of Land in Talukas Bhiwandi in District Thane for the purpose of development of Special Township Project subject to the terms and conditions set out therein.
- (b) I note that Notification No. 1 of 2016 dated 01/01/2016 published in Official Gazatte of Maharashtra there is an amendment of Section 63 of Maharashtra Tenancy and Agriculrutal Land Act, 1948 by inserting Section 63-1C and Section 63-1A in Sub Section 1(a), (b), (c) and (d) sub Section 2 (a), (b), Sub Section 3, Sub Section 4 by replacing Special Township Project with a word Integrated Township Project and added Sub Section 5 with explanation (i) in clause (a), (ii) in clause (aa). In the said Notification it is inter alia stated that agricultural land which is to be used for Special Township Project (Integrated Township Project) the permission to acquire the said Land is not restricted for the certain period.
- (c) I note that the said Property inter alia forming a part of the land mentioned in Schedule-A of the project declared as Integrated Township Project and granted Locational Clearance under section 44(2) Maharashtra Regional and Town Planning Act, 1966 (MRTP Act) as mentioned in Notification No. TPS1214/513/Case No. 42/14/TP/12 dated 29/04/2017 published in Official Gazette by Urban Development Department, Government of Maharashtra which inter alia states that Special Township Project replaced by Integrated Township Project for Bhiwandi surrounding the notified area which includes 60 Villages viz. Anjur, Mankoli, Surai, Sarang and Vehele etc. in Bhiwandi Taluka, District Thane under provision of MRTP Act on terms and conditions stated therein.
- (d) Notification No. TPS-1214/513/P.K.-42/14/NV-12 dated 29/04/2017 published Government of Maharashtra, Urban Development Department, Maharashtra Regional and Town Planning Act, 1966 inter alia declared Project on the said Larger Land as described Schedule-A thereunder written (which include said First Property to Second Property), as Integrated Township Project and also granted Locational Clearance to the same on terms and conditions stated therein.
- (e) Notification No. DP/60/Villages(BSA)/Village Anjur & Others/ITP/CR-408/17/TPV-3/3205 dated 25/05/2018 published Government of Maharashtra, Urban Development Department, Maharashtra Regional and Town Planning Act, 1966 inter alia declared Project on the said Larger Land as described Schedule-A thereunder written for including additional

land appended to the Schedule-A (which include said First Property), as Integrated Township Project and also granted Locational Clearance to the same on terms and conditions stated therein.

5. **REORGANIZATION AND RESTRUCTURING**

- I further observed that by an another Order dated 28/03/2018 in (i) Company Scheme Petition No. 1070 of 2017 inter alia filed by Ajitnath Hi-Tech Builders Private Limited and other (Transferors) along with Company Petition No. 1071 of 2017 filed by Lodha Developers Private Limited (Transferee) before National Company Law Tribunal (NCLT) Mumbai whereby the said Ajitnath Hi-Tech Builders Private Limited has been ordered to be amalgamated with Lodha Developers Private Limited with effect from 21/05/2018 date of filing of certified copy by the Transferor and Transferee with the Registrar of Company in terms of the said Order and on terms and conditions stated in the Scheme of Amalgamation annexed thereto. Under the said Order, the entire business and undertaking of Ajitnath Hi-Tech Builders Private Limited including but not limited to Property, land, building, investments, loans, advances, approvals, permissions, rights, obligations have been order to be transferred to and vested in Lodha Developers Private Limited in terms of the said Order.
- (ii) Subsequently, afresh Certificate of Incorporation dated 14th March 2018 consequent upon conversion of Lodha Developers Private Limited into public limited Company under Section 18 of the Companies Act, 2013 and thereupon name of Lodha Developers Private Limited changed to Lodha Developers Limited.
- (iii) By a Certificate of Incorporation dated 24th May 2019, pursuant to the change of name under the provision of Rule 29 of Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodha Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.

6. **MORTGAGE**

I am informed and it is represented to me by the Company that the said Property is not subjected to any mortgage and is free of all encumbrances of any nature whatsoever.

7. **LITIGATION**

It appears that there are no litigations Civil, Revenue, Criminal and Judicial or Quasi-Judicial of whatsoever nature and description before any Court of Law, Tribunal and any other Authorities in respect of all that said Property comprising Survey No. 22/1 and 23/0 and said Society buildings thereon, on the date of this Report. Thus, there is no adverse Order, judgments injunctions passed by any Courts in connection with the said Property comprising Survey No. 22/1 and 23/0 and said Society buildings and development thereon, which will vitiate title of Macrotech Developers Limited to the carry out development of the said Property comprising Survey No. 22/1 and 23/0 and said Society buildings.

8. **SEARCH REPORT**

(i) LAND SEARCH RECORD IN THE OFFICE OF CONCERNED SUB REGISTRAR

My client has taken search through its department on Online Portals of Inspector of General Registration (IGR Maharashtra) website for the year 2002 to 2024 in respect of the said First Property and Second Property. Besides, my client has also taken manual search for the year 1992 to 2001 in respect of the said First Property and Second Property. There is no registered document evidencing creation of adverse interest in the said First Property and Second Property.

(ii) ROC Search Report:

I have relied upon Registrar of Companies Search Report dated 27/02/2024, issued by Sharatkumar Shetty & Associates (Company Secretaries). Upon perusal of the Search Report I note that the Search Report does not reveal any adverse entry/ies in respect of the said Property.

9. **REVENUE RECORDS**

On perusal of the Village Extract form 7/12 (Record of Rights) in respect of the all that said Property, and I observed that barring 7/12 Extract of property bearing

Digital Certified Online 7/12 Extract (Record of Rights) from Portal of https://bhulekh.mahabhumi.gov.in/ uploaded therein reflects in the names of (1) Ajitnath Hi-Tech Builders Private Limited to the extent of 360 sq.mtrs. or thereabout, (2) Dundibai Rajaram Patila and 7 others to the extent of 2200 sq.mtrs. or thereabout, (3) Manjit Vasant Raut and Wasim Nasir Maste to the extent of 1000 sq.mtrs. or thereabout and 4) Macrotech Developers Limited to the extent of 6100 sq.mtrs. or thereabout as the Land Holder of the First Property comprised in Survey No. 22/1 in Village Surai.

There is notation in Other Rights Column regarding Development Agreement by Arun Parshuram Patil & Others and Ajitnath Hi-Tech Builders Private Limited.

ii) Digital Certified Online 7/12 Extract (Record of Rights) from Portal of https://bhulekh.mahabhumi.gov.in/ uploaded therein reflects in the name of Ajitnath Hi-Tech Builders Private Limited to the extent of 12600 sq.mtrs. or thereabout as the Land Holder of the Second Property comprised in Survey No. 23/0 in Village Surai.

There is notation in Other Rights Column regarding permission under Section 63-1A of Bombay Tenancy and Agricultural Land Act for the purpose of Special Township Project

10. MISCELLANEOUS / Other Observations

- i) I have not inspected the following original documents of title in respect of the all that said First Property and Second Property.
- ii) I have not issued any public notice calling for claims from public at large in respect of the said Property.

Pradip Garach Advocate

High Court, Bombay

- iii) The information, and the copies (that is, ordinary copies, photocopies, translated copies and certified true copies, as applicable) of the documents, records and writings furnished to me and referred to and/or relied upon by me, are complete and accurate, and, wherever applicable, faithful reproductions of the originals thereof.
- iv) The aspects of zoning, permitted user, reservations/set back, Development Potential /Floor Space Index and developability of the said First Property and Second Property fall within the scope of the an Architect review and I express no views about the same. Since my scope of work does not include considering he aspects within the domain of an Architect or a Surveyor, I have not carried out any physical inspection of the said First Property and Second Property nor have commented on development aspect etc. thereof.
- v) I have prepared Legal Title Report and Flow of Title based on the copies of documents made available for my inspection Limited to information provided to me and based upon the provision of applicable laws prevailing at the present time and the facts of the matter as comprehend by and limited to the information provided to me. Any variance of the facts or of law may caused a corresponding in my Legal Title Report vis-à-vis Flow of Title.

11. CONCLUSION

On the basis of and relying upon the perusal photocopies of relevant (i) Title Revenue Records as uploaded (ii) on Portals https://bhulekh.mahabhumi.gov.in/; iii) Orders/Permissions, Notification for acquirement of the said property (iv) Search Data of Search conducted in Offices of concerned Sub Registrar and Online Search on the Portal of Inspector General of Registration (IGR) for the Land Record and (v) Online Search on the portal of Ministry of Company Affairs (MCA) for charges created by Macrotech Developers Limited relying on representations, information and explanation gathered in connection therewith, I am of the opinion that, title of Macrotech Developers Limited (formerly known as Ajitnath Hi-Tech Builders Private Limited), as the Land Holder / Owner with complete development rights for the First Property to the extent of 6460 sq.mtrs. or thereabout and Second Property to the extent of 12600 sq.mtrs. or thereabout, is clear, marketable and free from encumbrances.

Dated this Uday of March, 2024.

(Pradip Garach)
Advocate High Court Bombay