



PRASANNA S. TARE

B. Com, L.L.B

Advocate High Court, Mumbai

124/AA, Amar Chowk, Worli Koliwada, Mumbai - 400 030
Cell : 9892632599, 72085624 19. Email : prasanna.tare@rediffmail.com

TITLE CERTIFICATE

To,
Nexzone Fiscal Services Private Limited,
702, Marathon Max,
Mulund - Goregaon Link,
Mulund (West) Mumbai - 400 080.

Re : All that piece and parcel of land and ground admeasuring 5200 sq.mtrs. thereabouts bearing Survey No. 124 (Part) presently being Survey No. 124/5 Corresponding CTS No. 15 (Part) Village Kanjur, Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban at Kranti Nagar, Nardas Nagar, Village Kanjur, Bhandup (West), Mumbai 400 078 and more particularly described in the **Schedule A** hereunder written. ("hereinafter referred to as "**Said Larger Property**")

I had prepared this opinion on Title in respect of the said Larger property, on the basis of Papers/Documents and information provided in relation to the said Property by Nexzone Fiscal Services Private Limited ("**Nexzone**"), on perusal of the same, I note as under:

A. Title flow

- a. One Shoorji Vallabhdas, Shivji Raghvaji and Sir Mathuradas Vissanji were well and sufficiently entitled to *inter alia* All that piece and parcel of land and ground admeasuring 5200 sq.mtrs. thereabouts, bearing Survey No. 124 (Part) Corresponding CTS No. 15 (Part), Village Kanjur, Taluka Kurla, Registration District and Sub-District of Mumbai, and Mumbai Suburban at Kranti Nagar, Nardas Nagar, Village Kanjur, Bhandup (West), Mumbai 400 078 and more particularly described in the Schedule A and more particularly described in the First Schedule hereunder written. I have not been provided with documents of title by



which Shoorji Vallabhdas, Shivji Raghavji and Sir Mathuradas Vissanji became entitled to the aforesaid land parcels.

- b. The said Shoorji Vallabhdas died on or about 14th November, 1951 leaving behind his estate equally among his 3 (three) sons of Shri Shoorji Vallabhdas and the names of Pratapsinh Shoorji Vallabhdas and Dilipsinh Shoorji Vallabhdas were recorded in the Revenue Records and name of Shoorji Vallabhdas was deleted and Smt. Jyotsna Vikramsinh widow late Shri Vikramsinh Shoorji Vallabhdas (Son of Shoorji Vallabhdas) also has an undivided share, right and interest in the said larger property by virtue of her being the sole beneficiary of her husband's estate after his death.
- c. After the death of the said Shivji Raghvji his died undivided share, right, title and interest was represented by his legal heirs and successors in title, namely (i) Bhanji Surji (ii) Smt. Manibai Virji (iii) Shri. Gopal Virji (iv) Smt. Bachubai Purshottam (v) Smt. Rukhmini Purshottam Dayalji (Babulal) (vi) Smt. Damyanti Virji (vii) Shri. Kalyanji alias Arunkumar Purshottam, (viii) Shri. Vasant Kumar Purshottam, (ix) Smt. Sarawati Prahladrail Kheraj, (x) Smt. Damyanti Liladhar Kanji name of aforesaid heirs successors in the title to the said Shivji Raghvji.
- i. The said Bhanji Surji died intestate and a bachelor leaving behind his brother Virji Surji as his only heir and successors in title.
- a. The said Virji Surji died intestate leaving behind his widow Smt ~~Manibai Virji~~, his son Gopalji Virji and daughter Damyanti Virji as his only heirs and successors in title.
- ii. the said Manibai Virji died intestate on 21st December, 1992 leaving behind her son, the aforesaid, Shri Gopalji Virji and daughter, aforesaid, Damyanti Virji as her only heirs and successors in title



- III. the Gopalji Virji died intestate on 25th August, 1986 leaving behind his widow Smt. Jayalaxmi Gopalji Virji Ganatra as his only legal heir and successor in title
- IV. The said Smt. Bachubai Purshottam died intestate on 8th March, 1979, leaving behind her children i. Kalyanji alias Arunkumar Purshottam, ii. Vasantkumar Purshottam, iii. Saraswati Pralhadrai Kheraj, iv. Damyanti Liladhar Kanji and v. Rukhmini Purshottam Dayalji (Babulal) as her only heirs and legal representatives.
- V. Smt Rukhmani Purshottam expired on or about 17th September, 2010 leaving behind her children namely i) Mr. Raja Babulal Majethia ii) Mrs. Chandika Rameshkumar Kutchiii) Mrs. Divya Rajendra Kutchi, iv) Mrs. Heena Rashmikant Karia v) Mrs. Bhavna Vasant Daiya (and vi) Mrs. Jyoti Darmesh Gandha heirs and legal representative.
- d. Sir Mathuradas Vissanji died Mumbai on 22nd December, 1949 leaving behind his last will and Testament dated 2nd September, 1947 which was duly probated and granted by the Hon'ble High Court, Bombay on 25th June, 1952. The executors of the will of Sir Mathuradas Vissanji, Ratansey were Pratapsinh Mathuradas Vissanji, Ratansey Karsondas, Ratanbai Vissanji, Pushpabai Vissanji and Jaisinh Vitthaldas. (nephew of Sir Mathuradas Vissanji) ,vide various Mutation Entries, names of Ratansey Karsondas, Pratapsinh Mathuradas Vissanji. Pushpabai Vissanji and Jaisinh Vitthaldas were recorded in the Revenue Records as executors of the estate of Sir Mathuradas Vissanji and name of Sir Mathuradas Vissanji was deleted Ratanbai vissanji, wife of Sir Mathuradas Vissanji, and one of the executors, died on 22nd June, 1963. Shri Ratansey Karsondas died on 1st October, 1992, Smt. Pushpabai Vissanji died on 7th April, 1998. Shri Pratapsinh Mathuradas Vissanji died on 5th October, 2007. Jaisinh Vitthaldas, herein is therefore



the sole surviving Executor and Trustee of the estate of Sir Mathurdas Vissanji. All these person/s known as Owner of 'Bhandup Estate' also known as 'Bhandup Khot', Ratansey Karsondas & Ors', 'Pratapsinh Shoorji Vallabhadas'.

- e. By a Deed of Conveyance dated 30th December, 2006 registered with the sub-registrar of assurances Kurla-2 bearing Serial No.BDR-7/2234 of 2007 dated 12th March, 2007 entered into by and between the 1) Shri Pratapsinh Shoorji Vallabhdas, 2) Smt. Jyotsna W/o Vikramsinh Shoorji Vallabhdas, and 3) Shri. Dilipsinh Shoorji Vallabhdas, of the One Part therein referred to as Vendors and the Shri. Vinayak Arjun Kamblı and 17 others (Chief Promoter) of Proposed Suryadarshan Co-Operative Housing Society, therein referred to as the Purchasers of the other part, the Shri Pratapsinh Shoorji Vallabhdas and 2 others sold and conveyed all their undivided share, right, title and interest on a piece and parcel of land admeasuring about 400 sq. mtrs., Out of said larger land, bearing Survey No. 124 (Part), CTS No.15 of Village Kanjur, Mumbai Suburban District, together with structures standing thereon being a chawl consisting of 18 rooms occupied by the members of Suryadarshan Co-Operative Housing Society, on the terms and conditions as mentioned therein.
- f. By a Deed of Conveyance dated 30th December, 2006 registered with the sub-registrar of assurances Kurla-2 bearing Serial No.BDR-7/2235 of 2007 dated 12th March, 2007 entered into by and between the 1) Smt. Jayalaxmi Gopalji Virji Gantra W/o. Gopalji Viraji 2) Smt. Damyanti Virji, 3) Shri. Arunkumar alias Kalyanji Purshottam Thakkar, 4) Shri. Vasantkumar Purshottam Aiya 5) Smt. Saraswati Pralhadrai Kheraj (Thakkar) 6) Smt.Damyanti Liladhar Kanji (Kotak), and 7) Smt Rukshmani Babulal Majethia, of the One Part therein referred to as Vendors and the Shri. Vinayak Arjun Kamblı and 17 others (Chief



Promoter) of Proposed Suryadarshan Co-Operative Housing Society, therein referred to as the Purchasers of the other part and Smt. Jayalaxmi Gopalji Virji Gantra W/o. Gopalji Viraji sold and conveyed all their undivided share, right, title and interest on piece and parcel of the land admeasuring about 400 sq. mtrs. Out of said larger land, bearing Survey No.124 (Part), CTS No.15 (Part) of Village Kanjur, Mumbai Suburban District together with structures standing thereon, on the terms and conditions as mentioned therein.

g. By Consent Terms dated 25th October, 2010 entered into inter-alia between the Vendors together with the Confirming Party herein and filed in suit no 2757 of 2006 before the Honorable Bombay High Court the Vendors have consented to convey all their respective undivided share, right title and interest in the said Larger property along with several other properties to and in favor of the Confirming Party herein and have received the full consideration amount payable to them by the Confirming party prior to the filing of the consent terms. The said Consent Terms have been filed and taken of record.

i. In the said Consent terms it was provided upon the request of the Confirming Party, the Vendors shall execute Conveyance(s) in favor of the Confirming party or its Nominee(s) without any further consideration or monies payable from the Confirming Party or its Nominee(s) to the Vendors.

ii. AND THUS, the above person and the Confirming Party are collectively seized and possessed of or otherwise well and sufficiently entitled to.

h. By a Conveyance Deed dated 16th December, 2013 made between 1) Pratapsinh Shoorji Vallabhdas, 2) Smt. Jyotsna W/o Vikramsinh Shoorji Vallabhdas, 3) Dilipsinh Shoorji Vallabhdas, 4) Smt. Smita Shivaji Thakkar (alias Danyanti Virji), 5) Smt. Jayalaxmi Gopalji Gantra, 6)



Shri. Kalyanji alias Arunkumar Purshottam (Thakkar), 7) Vasantkumar Purshottam (Thakkar), 8) Saraswati Pralhadrai Kheraj (Thakkar) 9) Smt.Damyanti Liladhar Kanji (Kotak), and 10) Mr. Raja Babulal Majethia, 11) Mrs. Chandika Rameshmukar Kutchi, 12) Mrs.Divya Rajendra Kutchi, 13) Mrs. Heena Rashikant Karia, 14) Mrs. Bhavana Vasant Daiya, 15) Mrs. Jyoti Dharmesh Gandha, and 16) Jaisinh Vitthal Das therein referred to as **First Vendors of First part**, 1) Shri. Laxman Sitaram Pednekar (Chairman), 2) Shri. Vinayak Arjun Kambli (Secretary), and 3) Priya Manohar Sawant (Treasurer) being the managing committee and office bearer of Suryadarshan Co-Operative Housing Society therein referred to as **Second Vendors of Second part**, and Matrix waste Management Private Limited therein referred to as **Confirming Party (Third Part)** and Nexzone Fiscal Services Private Limited therein referred as **Purchaser of Party of Fourth Part** and said Deed of Conveyance registered with the office of Sub-Registrar of Assurances at Kurla-2 on 17th December, 2013 under Serial No.KRL-2/11847/2013, wherein the Vendors conveyed the said Property admeasuring 5200 square meters in favour of "Nexzone".

B. Declaration of the said property as slum and subsequent development

1. It appears that the land *inter-alia* the said Larger Property was encroached upon by various slum dwellers.
2. By a Gazette Notification dated 5th July, 1984 bearing reference no. SLM/1076/5280/G dated 16th September, 1976 and SLM/1076/5280/6 dated 21st October, 1976 wherein the Deputy Collector (ENC) and the Competent Authority of Kurla-I Sub-Division declared Survey No. 124 Corresponding City Survey No. 15 (Part) as slum area under Section 4(1) of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1971.



3. Subsequently a meeting was held by the Slum dwellers on 23rd December, 2012, where it was inter alia resolved to form co-operative housing society which was to be known as **Sahjeevan Co-operative Gruh Nirman Sanstha** (hereinafter referred to as "**Proposed Society**") and appoint Nexzone Fiscal Services Private Limited as a Developers to carry out the development on the said property under the provisions of Regulation 33 (10) of the Development Control Regulations, 1991 ("**D.C.Regulation**").
4. By a Development Agreement dated 15th February, 2013 made between the Proposed Society therein referred to as Party of First Part, the Nexzone Fiscal Services Private Limited therein referred to as Party of Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part, the Proposed Society granted rights to develop the said Property in favour of the Nexzone at or for consideration and on the terms and conditions contained therein. The Society has executed a Power of Attorney dated 15th February, 2013 in favour of the Nexzone to do all acts, deeds, matter, things more particularly described therein.
5. The Proposed Society was subsequently registered on 20th January, 2017 under Section 9(1) of Maharashtra Co-Operative Societies Rules, 1960. I have been furnished with Certificate of Registration dated 26.04.2018 bearing registration no. M.U.M./ S.R.A./ L.S.G./ (T.C.)/ 12753/ 2017 recording the aforesaid.
6. The Competent Authority nominated by the State Government of Maharashtra has issued Annexure II from time to time being a certified list of total slum tenements standing on the said Property and certification of the Slum tenements/ slum dwellers eligible for rehabilitation as per the provisions of the Slum Act read with



applicable D.C. Regulations. By a Notice issued by Deputy Collector and Competent Authority dated 17th December, 2014 notifies that a slum scheme is being promoted by Nexzone together with the Proposed Society on land bearing Survey No. 124 (Part) presently being Survey No. 124/5 Corresponding CTS No. 15 (Part) admeasuring about 4072 sq.mtr (hereinafter referred as the said **property** more particularly described in the schedule B written hereinunder. The notice further records that as per the final Annexure II finalized by the Deputy Collector and Competent Authority there are 174 (169 Residential hutments, 4 Commercial hutments, 1 School) hutments on the said Property out of which 168 hutments are held eligible [(consisting of 164 Residential, 3 Commercial, 1 Institutional Structure (School)] as per the D.C. Regulation 33(10) and 6 Slum structures and/or 89 hutments dwellers found to be not eligible for Slum Rehabilitation scheme and whereas slum dwellers from 6 hutments are required to prove their eligibility.

C. Scheme

Nexzone Fiscal Services Private Limited (Owner) implementing the Slum Rehabilitation Scheme on Survey No. 124 (Part) presently being Survey No. 124/5 (Part) corresponding to CTS No.15 (Part) admeasuring about 4072 Sq.mtrs. Village Kanjur, Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban at Kranti Nagar, Nardas Nagar, Village Kanjur, Bhandup (West), Mumbai 400078 and more particularly described in **Schedule B** hereunder written (hereinafter referred to as "Said Property") demarcated by red color boundary line on the plan annexed herewith as "**Annexure A**".

The said scheme consist of 1 (One) Rehabilitation Building and 1 (One) Sale Building of 3 (Three) Wings i.e. A, B and C Wing [Rehab Institutional



Structure (School)] and the foot print area of the above buildings are as under:

Sr No.	Particular	Foot Print area
1.	Rehabilitation building	509.85 Sq.mtrs.
2	Sale Building (consist of A and B Wing)	Wing A: 305.56 Sq.mtrs. Wing B: 414.78 Sq.mtrs.
3	Sale Building C Wing (Rehab Institutional Structure (School))	129.21 Sq.mtrs.

D. Permission and approvals

1. Sahjeevan Sahkari Gruh Nirman Sanstha (Proposed) submitted the scheme in the office of Chief Executive Officer Slum Rehabilitation Authority, Mumbai, The Hon'ble Authority accepted the said proposal on 30th June, 2014.
2. I have been furnished with Letter of Intent dated 9th September, 2016 bearing reference no. SR/ENG/2782/S/PVT/LOI issued by Slum Rehabilitation Authority to Nexzone for the proposed slum rehabilitation scheme on the said Property under the provision of Regulation 33(10) D.C. Regulations FSI of 3.34 (FSI sanctioned for the Project) while the permissible FSI of 4 has been approved for the Slum Plot and in respect of the development of the said Property subject to the terms and conditions contained therein. I bring to your attention that I have not seen the interim documents at each stage leading up to the issuance of the LOI and I presume that LOI has been duly issued.



3. I have been furnished with a copy of intimation of Approval dated 20th September, 2016 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building proposed to be constructed on the said Property.
4. I have been furnished with a copy of the Commencement Certificate dated 20th March, 2017 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building and have been granted up to the plinth level on certain terms and conditions mentioned therein. I have been informed by Nexzone that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein.
5. I have been furnished with a copy of amended intimation of Approval dated 20th January, 2018 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building proposed to be constructed on the said Property pursuant to the amended plan submitted by the Nexzone.
6. I have been furnished with a copy of the Commencement Certificate dated 23rd January, 2018 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building and whereby Commencement Certificate is re-endorsed pursuant to the amended plan dated 20th January, 2018 up to the plinth level on certain terms and conditions mentioned therein. I have been informed by Nexzone that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein.
7. I have been furnished with copy of the Non Agricultural Permission under Section 42(A) of Maharashtra Land Revenue Court in respect of



- the said property dated 28th March, 2018 subject to the terms and conditions contained therein.
8. I have been furnished with a copy of the Commencement Certificate dated 14th May, 2018 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building and whereby Commencement Certificate is further extended from ground to 7th upper floor (i.e. 23.50 mtrs.) including Lift Machine Room (L.M.R.) and Over Head Water Tank (O.H.W.T.) as per approved amended plan dated 20th January, 2018. I have been informed by Nexzone that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein.
9. I have been furnished with Revised Letter of Intent dated 24th January, 2020 bearing reference no. SRA/ENG/2782/S/PL/LOI issued by Slum Rehabilitation Authority to Nexzone for the proposed slum rehabilitation scheme on the said Property under the provision of Regulation 33(10) D.C. Regulations FSI of 3.90 (FSI sanctioned for the Project) while the permissible FSI of 4.02 has been approved for the Slum Plot and in respect of the development of the said Property subject to the terms and conditions contained therein. I bring to your attention that I have not seen the interim documents at each stage leading up to the issuance of the LOI and I presume that LOI has been duly issued.
10. I have been furnished with a copy of Amended Intimation of Approval dated 27th February, 2020 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building proposed to be constructed on the said Property pursuant to the amended plans (i.e. Ground Floor (Part) and Still (Part)+1st to 22nd Upper Floors submitted by the Nexzone and the



terms and conditions recorded in the Intimation of Approval dated 20th September, 2016 and 20th January, 2018 shall complied with as well as condition of the Letter of Intimation dated 9th September, 2016 and revised Letter of Intimation dated 24th January, 2020 shall be complied with.

11. I have been furnished with a copy of Intimation of Approval for Sale Building dated 27th February, 2020 bearing reference no. SRA/ ENG/ S/ PVT/ 0118/ 20140630/ AP /S addressed by Slum Rehabilitation Authority to Nexzone in respect of Sale building proposed to be constructed on the said Property.
12. I have been furnished with a copy of the Commencement Certificate dated 27th February, 2020 bearing reference no. SRA/ENG/3311/S/ PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building and whereby Commencement Certificate is re-endorsed as per the approved amended plans dated 27th February, 2020. I have been informed by Nexzone that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein.
13. I have been furnished with a copy of the Commencement Certificate dated 12th June, 2020 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building and whereby Commencement Certificate is further extended from 8th to 22nd floors (i.e. 68.15 mtrs.) including Lift Machine Room (L.M.R.) and Over Head Water Tank (O.H.W.T.) for Rehab Building No.1 as per approved amended plan dated 27th February, 2020. I have been informed by Nexzone that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein

**E. Revenue Records****I. PROPERTY REGISTER CARDS**

I have been furnished with copy of Property Register Card ("PRC") dated 29th October, 2020 downloaded from mahabhulekh.mahabhumi.gov.in , on perusal of the same I note the following :

CTS No.	Area (in square meters)	Owner/Holder	Tenure
15	11380.2	Nexzone Fiscal Services Private Limited, shown as holder for area admeasuring about 4072 Sq. Meters.	C

I note that the PRCS for land bearing CTS no. 15 (Part) have been updated and reflect the name of the Nexzone Fiscal Services Private Limited as the owner in respect of area admeasuring about 4072 Sq.mtr.

II. 7/12 Extracts

However I have been informed by the representative of the Nexzone that, the Deed of Conveyance dated 16th December, 2013, reflected the said property as survey no.124(Part).

However by virtue of sub-division, amalgamation and computerization of the 7/12 extract of the Village Kanjur, Taluka Kurla, Mumbai Suburban District, the said property assign the new numbers. In this regard Nexzone furnished with the following 7/12 extract and Mutation entries which reflects that 124 (Part) corresponds to present survey no. 124/5.

- a) I have been furnished, with the copy of the Mutation Entry No.909 of Village Kanjur, Taluka Kurla, Mumbai Suburban District, dated 24th November, 2014, by the said Mutation Entry Survey No. 124



appears to be subdivided and new numbers has been assign as Survey No.124/1, 124/2, 124/3 and 124(Part).

- b) I have been furnished, with the Mutation Entry No.1030 dated 5th May, 2014. On perusal it appears that the land bearing Survey No. 124/1 was subdivided in to Survey No. 124, Hissa No. 1/1 and Survey No. 124, Hissa No. 1/2.
- c) I have been furnished with a copy of 7/12 extract dated 20th November, 2017 for land bearing Survey No. 124/1/2, same stand in the name of Nexzone Fiscal Services Private Limited as a Owner, by virtue of Document.Deed of Conveyance dated 16th December, 2013 registered with the office of Sub-Registrar of Assurances at Kuria-2 on 17th December, 2013 under Serial No.KRL-2/11847/2013, and hence Accordingly name of Nexzone Fiscal Services Private Limited entered into the Record of right for Survey No.124/1/2 same is reflected in the Mutation Entry No. 1030.
- d) I have been furnished with the letter dated 29th October, 2020 bearing no. 51/2020 address by Office Circle Officer, Ghatkopar and Talathi Sajja Kanjur to Nexzone Fiscal Services Private Limited. On perusal It appears that the Survey No. 124/1/2 assign a new no. i.e. Survey No.124/5 at the time Computerisation.
- e) I have been furnished with a copy of 7/12 extract of dated 29th September, 2018 for land bearing Survey No. 124/5. The area of the Survey No.124/5 admeasuring about 5200 Square meters and the land continues to appear in the name of Nexzone Fiscal Services Private Limited.



By Mutation Entry No.909, 1030, 1035 of Village Kanjur, Taluka Kurla, Mumbai Sub-urban District and letter dated 29th October, 2020 bearing no. 51/2020 address by Office Circle Officer, Ghatkopar and Tallathi Sajja Kanjur, it appears that said larger land assign the survey no. 124/5.

F. Litigation

The representative of Nexzone Fiscal Services Private Limited, the owner inform me that, there is no litigation pending pertaining to said larger land or any part thereof and/or said scheme before any court of law and/or before any authority.

G. Lien and charge

The representative of Nexzone Fiscal Services Private Limited the owner inform me that, there is no lien and/or charge on the said larger land and/or any part of the said larger land.

H. Development Plan and Remark

I have been furnished with Remarks under Development Plan 2034 dated 14th May, 2019 bearing reference no. Ch.e./D.P3420190511221484 D.P. Rev.BT Referred Inward No. S/2019/111221486 addressed by Municipal Corporation of Greater Mumbai to M/s. Matrix Architect for CTS No. 15 for Village Kanjur situated in S Ward and on perusal of the same I note that the said property falls under RR2.1 (Rehabilitation and resettlement) (Part of the Larger Reservation) (15.2:11949.91 Sq.mtrs.) and Re1.1 (Municipal School) (Part of the Larger Reservation) (15:2066.18 Sq.mtrs.)

I. Other Observations

1. I have inspected certain original documents of title in relation to the property.



2. I have been informed by representative of Nexzone as under :
- a) There is no litigation pertain to the said larger property or any portion thereof .
 - b) There are no lien or charge created on the built-up area of the sale buildings to be constructed on the said Property or on the said Property or any part thereof.
 - c) The said Property or any portion thereof is subject to any acquisition proceedings by the State Government or any other Government Authority.
 - d) There is no place of worship on a part of the said Property and there is School and the same will be dealt as provided in the SRA Norms and the same recognized as an existing structure in the Annexure II issued by the Competent Authority.
 - e) There are no electricity sub-stations, underground pipes etc. running through the said Property or any portion thereof.
 - f) The said Property did not belong to any Tribals or Adivasis.
 - g) The said Property is not subject to any easements or any restrictive covenants or otherwise:
 - h) The said Property or any part thereof is not affected by forest reservation.
 - i) The said Property is not abutting any defence area.
 - j) There are no contingent liabilities in the books of Nexzone which may attach to the said Property.
 - k) The said Property is not affected by any schemes or orders issued and passed under the provisions of the Urban Land (Ceiling and



Regulation) Act, 1976 and the urban land ceiling authorities have not acquired possession of the said Property, or any part thereof.

l) There is sufficient road access to the said Property.

3. For the purposes of this opinion on title, I have made certain assumptions which are set out in the **Third Schedule** hereto

J. Certification

on the basis of Papers/Documents and information provided in relation to the said Property by Nexzone Fiscal Services Private Limited (Nexzone) I am of the opinion that Nexzone Fiscal Services Private Limited has a clear and Marketable Title over the said Larger property and I am therefore, the opinion that the said property (More particularly described in schedules B hereunder) is clear and marketable and I further certify that the owner is authorized to develop said property land more particularly described in the schedule B hereunder and construct the Sale building consist of A and B wing to be known as "**Neovalley Kaveri Wing A and Neovalley Kaveri Wing B**" and further certify that the owner is authorized to sell units / Flats / Premises in the said Sale buildings on ownership basis as contemplated by the RERA .

THE SCHEDULE A REFERRED TO HEREINABOVE TO

(Description of the said larger Property)

All that piece and parcel of land and ground admeasuring 5200 sq.mtrs. thereabouts bearing Survey No. 124 (Part) presently being Survey No. 124/5 Corresponding CTS No. 15 (Part) Village Kanjur, Taluka Kurta, Registration District and Sub-District of Mumbai, and Mumbai Suburban at Kranti Nagar, Nardas Nagar, Village Kanjur, Bhandup (West), Mumbai 400 078

**THE SCHEDULE B REFERRED TO HEREINABOVE TO**

(Description of the said Property)

All that piece and parcel of land and ground bearing Survey No. 124 (Part) presently being Survey No. 124/5 Corresponding to CTS No. 15 (Part) admeasuring about 4072 Sq.mt. Village Kanjur, Taluka Kurla, Registration District and Sub-District of Mumbai, and Mumbai Suburban at Kranfi Nagar, Nardas Nagar, Village Kanjur, Bhandup (West), Mumbai 400 078.

THE SECOND SCHEDULE REFERRED TO HEREINABOVE TO

(List of Original Documents inspected)

1. By a Deed of Conveyance dated 30th December, 2006 registered with the sub-registrar of assurances Kurla-2 bearing Serial No.BDR-7/2234 of 2007 dated 12th March, 2007 entered into by and between the 1) Shri Pratapsinh Shoorji Vallabhdas, 2) Smt. Jyotsna W/o Vikramsinh Shoorji Vallabhdas, and 3) Shri. Dilipsinh Shoorji Vallabhdas, of the One Part therein referred to as Vendors and the Shri. Vinayak Arjun Kambli and 17 others (Chief Promoter) of Proposed Suryadarshan Co-Operative Housing Society, therein referred to as the Purchasers of the other part, the Shri Pratapsinh Shoorji Vallabhdas and 2 others sold and conveyed all their undivided share, right, title and interest on a piece and parcel of land admeasuring about 400 sq. mtrs. Out of said larger land bearing Survey No. 124 (Part), CTS No.15 of Village Kanjur, Mumbai Suburban District together with structures standing thereon being a chawl consisting of 18 rooms occupied by the members of Suryadarshan Co-Operative Housing Society,
2. By a Deed of Conveyance dated 30th December, 2006 registered with the sub-registrar of assurances Kurla-2 bearing Serial No.BDR-7/2235 of 2007 dated 12th March, 2007 entered into by and between the 1) Smt. Jayalaxmi Gopalji Virji Gantra W/o. Gopalji Viraji 2) Smt. Damyanti Virji, 3) Shri. Arunkumar alias Kalyanji Purshottam Thakkar, 4) Shri. Vasantkumar



Purshottam Aiya 5) Smt. Saraswati Pralhadrai Kheraj (Thakkar) 6) Smt.Damyanti Liladhar Kanji (Kotak), and 7) Smt Rukshmani Babulal Majethia, of the One Part therein referred to as Vendors and the Shri. Vinayak Arjun Kambli and 17 others (Chief Promoter) of Proposed Suryadarshan Co-Operative Housing Society, therein referred to as the Purchasers of the other part and Smt. Jayalaxmi Gopalji Virji Gantra W/o. Gopalji Viraji sold and conveyed all their undivided share, right, title and interest on piece and parcel of the land admeasuring about 400 sq. mtrs. Out of said larger land bearing Survey No.124 (Part), CTS No.15 (Part) of Village Kanjur, Mumbai Suburban District.

3. By a Conveyance Deed dated 16th December, 2013 registered with the office of Sub-Registrar of Assurances at Kurfa-2 on 17th December, 2013 under Serial No.KRL-2/11847/2013,made between Pratapsinh Shoorji Vallabhdas, and 15 Others therein referred to as First Vendors of First part, Shri. Laxman Sitaram Pednekar and (Chairman) and 2 Others, therein referred to as Second Vendors of Second part, and Matrix waste Management Private Limited therein referred to as Confirming Party (Third Part) and Nexzone Fiscal Services Private Limited therein referred as Purchaser of Party of Fourth Part.
4. A Development Agreement dated 15th February, 2013 made between Sahjeevan Sahakari Gruh Nirman Sanstha (Proposed) therein referred to as Party of the First Part, Nexzone Fiscal Services Private Limited therein referred to as Party of a Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part.
5. Power of Attorney dated 15th February, 2013 executed Sahjeevan Sahakari Gruh Nirman Sanstha (Proposed) appointing Nexzone Fiscal Services Private Limited as their constituted attorney.



6. The Slum Rehabilitation Scheme of Sahjeevan Sahkari Gruh Nirman Sanstha (Proposed) accepted by the Slum Rehabilitation Authority dated 30th June, 2014.
7. Letter of Intent dated 9th September, 2016 bearing reference no. SRA/ENG/2782/S/PVT/LOI issued by Slum Rehabilitation Authority to Nexzone for the proposed slum rehabilitation scheme.
8. Intimation of Approval dated 20th September, 2016 bearing reference no. SRA/ENG/3311/S/PL/AP addressed by Slum Rehabilitation Authority to Nexzone in respect of rehab building.
9. Commencement Certificate dated 20th March, 2017 bearing reference no. SRA/ENG/3311/S/PL/AP issued by Slum Rehabilitation Authority to Nexzone in respect of rehab building.
10. Amended Intimation of Approval dated 20th January, 2018 bearing reference no. SRA/ENG/3311/S/PL/AP issued by Slum Rehabilitation Authority to Nexzone in respect of rehab building proposed pursuant to the amended plans.
11. Commencement Certificate dated 23rd January, 2018 bearing reference no. SRA/ENG/3311/S/PL/AP issued by Slum Rehabilitation Authority to Nexzone in respect of rehab building pursuant to the amended plan dated 20th January 2018 up to the plinth level.
12. Non Agricultural Permission under Section 42(A) of Maharashtra Land Revenue Court in respect of the said property dated 28th March, 2018.
13. Commencement Certificate dated 14th May, 2018 bearing reference no. SRA/ENG/3311/S/PL/AP issued by Slum Rehabilitation Authority to Nexzone in respect of rehab building and whereby Commencement Certificate is further extended from ground to 7th upper floor (i.e. 23.50



mtrs.) including Lift Machine Room (L.M.R.) and Over Head Water Tank (O.H.W.T.) as per approved amended plan dated 20th January, 2018.

14. Revised Letter of Intent dated 24th January, 2020 bearing reference no. SRA/ENG/2782/S/PL/LOI issued by Slum Rehabilitation Authority to Nexzone for the proposed slum rehabilitation scheme.
15. Amended Intimation of Approval dated 27th February, 2020 bearing reference no. SRA/ENG/3311/S/PL/AP issued by Slum Rehabilitation Authority to Nexzone in respect of rehab building proposed to be constructed on the said Property pursuant to the amended plans.
16. Intimation of Approval for Sale Building dated 27th February, 2020 bearing reference no. SRA/ENG/S/PVT/0118/20140630/AP/S issued by Slum Rehabilitation Authority to Nexzone in respect of Sale building consist of A and B Wing to be Known as **"Neovalley Kaveri Wing A and Neovalley Kaveri Wing B"**.
17. Commencement Certificate dated 27th February, 2020 bearing reference no. SRA/ENG/3311/S/PL/AP issued by Slum Rehabilitation Authority to Nexzone in respect of rehab building and whereby Commencement Certificate is re-endorsed as per the approved amended plans dated 27th February, 2020.
18. Commencement Certificate dated 12th June, 2020 bearing reference no. SRA/ENG/3311/S/PL/AP issued by Slum Rehabilitation Authority to Nexzone in respect of rehab building and whereby Commencement Certificate is further extended from 8th to 22nd floors (i.e. 68.15 mtrs.) including Lift Machine Room (L.M.R.) and Over Head Water Tank (O.H.W.T.) for Rehab Building No.1 as per approved amended plan dated 27th February, 2020.



THE THIRD SCHEDULE HEREINABOVE REFERED TO

(Assumptions)

1. *This opinion on the title is based on the information given to us pursuant to the documents and statements submitted. Furnished and produced before us from time to time during the course of our due diligence.*
2. *while conducting our due diligence exercise, I have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us and the conformity with the originals of all documents supplied as copies. In addition, I have assumed and have not verified the accuracy as to factual matters of each document I have reviewed.*
3. *This opinion on Title is confined and limited to the state of affairs as on the date hereof. I am not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.*
4. *I am unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether agents acting for such parties had the Power of attorney to so act where the documents have been executed as attorneys.*
5. *This opinion on title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This opinion on Title is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts therein contained only as on the date thereof.*
6. *I express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advise after date of this opinion on Title of any*



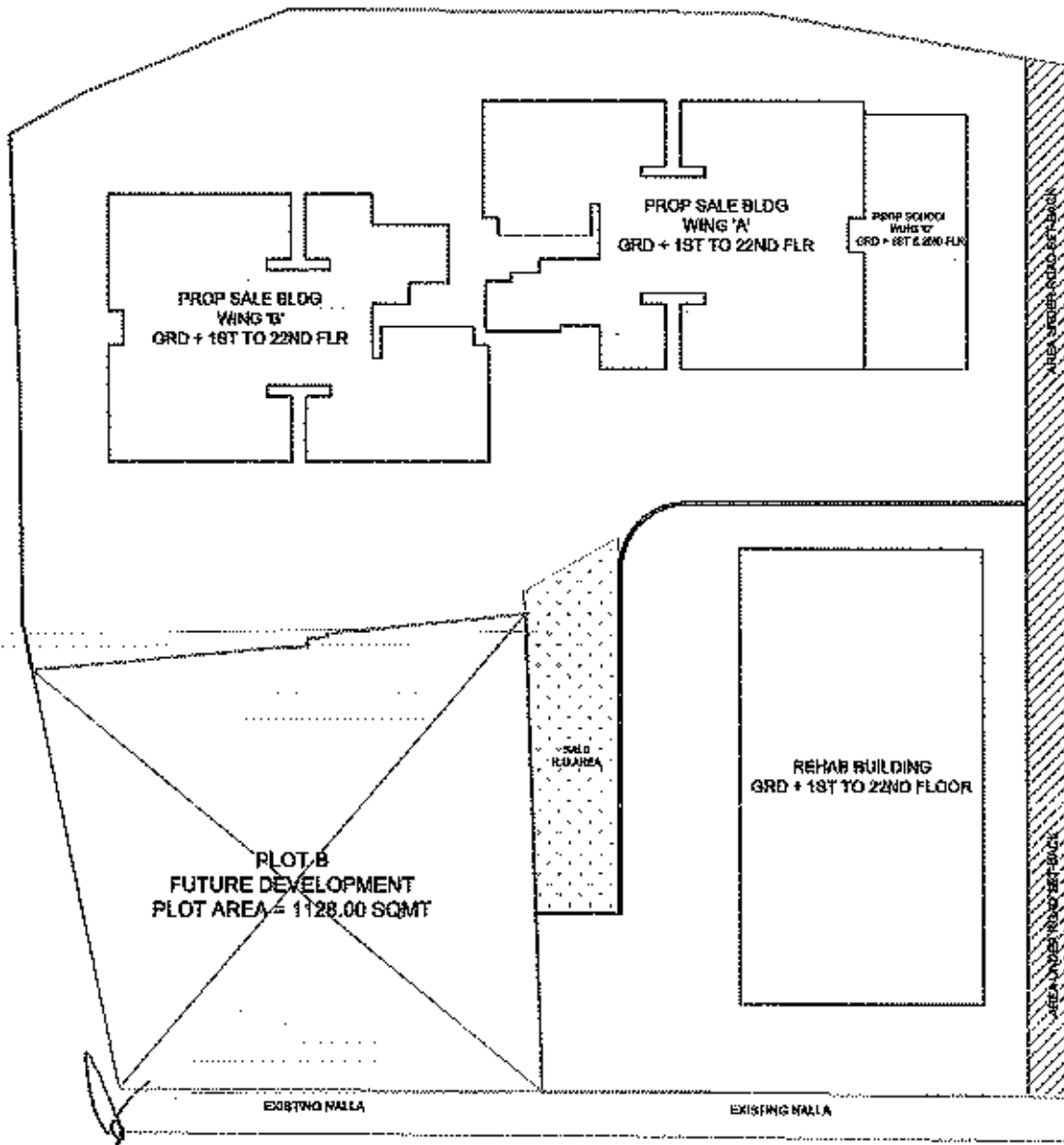
changes in the foregoing or any changes of circumstances of which I may become aware that may affect our observations contained herein.

7. *For the purpose of this opinion on Title, I have not independently verified the Power of attorney or the authority under which the individuals have signed the deeds of conveyance / document of title as Constituted Attorney.*
8. *I have relied solely on the registered documents of title furnished to us in cases where there is any inconsistency between the title reports and other unregistered documents furnished to us from time to time during the course of our due diligence exercise.*
9. *I assume that technical diligence in respect of the said Property as regards the development potential of the same has been independently carried out.*
10. *I have not opined on the structures and/or any buildings standing on the said Property and I recommend that a separate technical diligence be conducted for the same.*
11. *This opinion on Title for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.*
12. *I expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this opinion on Title.*

Dated this 29th day of October, 2020

Prasanna S. Tare
Advocate

Annexure - A



EXISTING 6.00 M.W. ROAD TO BE WIDEN UP TO 9.00 M.W.

LAYOUT PLAN