LAW SCRIBES
Advocates & Solicitors

Reference Number: **LS/NM/LV/076**

Date : **23rd September, 2023**

To:
The Maharashtra Real Estate Regulatory Authority (**MAHARERA**)
6th & 7th Floor, Housefin Bhavan, Plot No: C - 21, E - Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub: Title clearance report with respect to all that piece and parcel of land bearing plot no. 2 being part of original plot no. 11 in the layout of Navyug Co-operative Housing Society Limited, admeasuring 702.30 square meters or thereabouts (as per the Property Register Card) and bearing corresponding CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District and lying, being and situate at N. S. Road no. 5, Juhu Vile Parle Development (JVPD) Scheme, Vile Parle (West), Mumbai 400056 (hereinafter referred to as "**the said Land**").

1. On instructions of our clients **Lotus Ventures LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and holding LLP Identification No. AAB-8453, and having its registered office at 1301, 13th Level, Lotus Trade Centre, Near D. N. Nagar Metro, New Link Road, Andheri (West), Mumbai 400053 (hereinafter referred to as "**the Developer**"), we have investigated the title of (1) Mrs. Anju Pankaj Agarwal, (2) Mrs. Ushakiran Vinod Deora, (3) Mr. Devansh Rajesh Deora, (4) Mr. Dhruv Rajesh Deora, (5) Mr. Tarun Narayanprasad Deora, and (6) Mr. Vinod Shubhkaran Deora, all of Mumbai, Indian inhabitants, having their common address at Kuber Villa, Plot no. 2, Navyug Co-operative Housing Society Limited, N. S. Road no. 5, Opp. Excel Petrol Pump, Juhu Scheme, Vile Parle (West), Mumbai 400056 to the said Land, and the Developer's entitlement to put up construction on the said Land. In the course of such investigation, we have perused photocopies of the following documents:

    a. Property Register Card in respect of the said Land viz. CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District;

    b. Share Certificate bearing no. 202 issued by the Navyug Co-operative Housing Society Limited;

    c. Indenture dated 17th May, 1962 registered with the Sub-Registrar of Assurances at Bandra under serial no. 2282 of 1962;

    d. Tenancy Agreement dated 1st April, 1989;

    e. Tenancy Agreement dated 1st June, 1989;

    f. Indenture dated 25th April, 1991, registered with the Sub-Registrar of Assurances at Bombay under Serial No. PBBJ-2171 of 1991;

g. Deed of Gift dated 11th June, 2002 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-03083-2002;

h. Gift Deed dated 10th March, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-3670-2022;

i. Gift Deed dated 14th March, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-3896-2022;

j. Gift Deed dated 14th March, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-3895-2022;

k. Deed of Gift dated 4th July, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-10586-2022;

l. Deed of Gift dated 4th July, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-10587-2022;

m. Deed of Gift of Immovable Property dated 2nd August, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-12239-2022;

n. Development Agreement dated 4th November, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 6 under serial no. BDR-17-14531-2022;

o. Power of Attorney dated 4th November, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 6 under serial no. BDR-17-14536-2022;

p. Letter dated 26th December, 2022 issued by the Navyug Co-operative Housing Society Limited;

q. Letter of Intent dated 11th May, 2023 bearing no. K-W/PVT/0179/20230127/LOI issued by the Slum Rehabilitation Authority;

r. Intimation of Approval dated 29th May, 2023, bearing number K-W/PVT/0179/20230127/AP/COM issued by the Slum Rehabilitation Authority;

s. Commencement Certificate dated 31st May, 2023, bearing number K-W/PVT/0179/20230127/AP/COM issued by the Slum Rehabilitation Authority; and

t. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai City, Bandra and Andheri Taluka for the years 1993 to 2022 (for 30 Years upto 7th June, 2022).

2. We have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 30th December, 2022 for inviting claims in respect of the said Land.

3. On perusal of the above mentioned documents and all relevant documents relating to title of the said Land, and subject to what is stated therein, we are of the opinion that the title of (1) Mrs. Ushakiran Vinod Deora, (2) Mr. Devansh Rajesh Deora, (3) Mr. Dhruv Rajesh Deora, (4) Mr. Tarun Narayanprasad Deora, and (5) Mr. Vinod Shubhkaran Deora to the said Land as the lessees thereof is clear and without any encumbrances; and further that the Developer viz. **Lotus Ventures LLP** is entitled to undertake redevelopment of the said Land by demolishing the old building earlier standing thereon and constructing a new multi-storied building on the said Land in accordance with the terms and conditions of the Development Agreement dated 4th November, 2022.

   Owner: Navyug Co-operative Housing Society Limited, CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District.

   Lessees: (1) Mrs. Ushakiran Vinod Deora, (2) Mr. Devansh Rajesh Deora, (3) Mr. Dhruv Rajesh Deora, (4) Mr. Tarun Narayanprasad Deora, and (5) Mr. Vinod Shubhkaran Deora, CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District.

   Developer: Lotus Ventures LLP, CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District.

4. The report reflecting the flow of the entitlement of the Developer to redevelop the said Land is enclosed herewith and marked as ***Annexure 'A'***.

Yours faithfully

For ***Law Scribes***

(Neil Mandevia)

Advocate & Solicitor

Encl: Annexure

LAW SCRIBES
Advocates & Solicitors
703, 7th Floor, DLH Plaza, Beeta Society,
V. Road, Andheri (W), Mumbai-400 058.

Annexure 'A'

Flow of the entitlement of the Developer to redevelop the said Land.

1. On instructions of our clients viz. the Developer being **Lotus Ventures LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and holding LLP Identification No. AAB-8453, and having its registered office at 1301, 13th Level, Lotus Trade Centre, Near D. N. Nagar Metro, New Link Road, Andheri (West), Mumbai 400053, we have investigated the Developer's entitlement to put up construction on the said Land as more particularly described in the **Schedule** hereunder written and as requested by the Developer, we are issuing this certificate in respect of its entitlement thereof.

2. In the course of such investigation of the entitlement of the Developer to put up construction on the said Land we have caused necessary searches to be taken with the office of the Sub-Registrar of Assurances at Mumbai City, Bandra and Andheri Taluka for the years 1993 to 2022 (for 30 Years upto 7th June, 2022) and have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 30th December, 2022 for inviting claims in respect of the said Land.

3. During the course of investigation, the Developer has furnished to us copies of certain documents with regard to the said Land; and we have perused the same and the following emanates therefrom:

   i. The Navyug Co-operative Housing Society Limited, is a co-operative society, deemed to be registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing registration no. B-390 of 1947 (hereinafter referred to as the "**Navyug Society**").

   ii. One Mr. Bhogilal Kuberdas Kapadia (Patel) (hereinafter referred to as "**Bhogilal**") was the original member of Navyug Society and was holding 5 (five) fully paid-up shares of Rs. 50/- (Rupees Fifty Only) each issued by the Society. We have been furnished with and have perused a copy of Share Certificate bearing no. 202 (hereinafter referred to as "**the said Share Certificate**") issued by the Navyug Society, comprising of 5 (five) fully paid-up shares of Rs. 50/- (Rupees fifty only) each bearing distinctive nos. 36 to 40 (hereinafter referred to as "**the said Shares**"). It appears that the said Share Certificate was issued by the Navyug Society on 1st April, 1999 in lieu and in place and stead of an earlier Share Certificate that was previously issued by the Navyug Society. The said Share Certificate was at the relevant time directly issued in the names of Mr. Vinod Shubhkaran Deora (hereinafter referred to as "**Vinod**") and Mr. Suresh Shubhkaran Deora (hereinafter referred to as "**Suresh**") (referred to therein as Vinodkumar S. Deora and Sureshkumar S. Deora).

   iii. By and under an Indenture dated 17th May, 1962 registered with the Sub-

Registrar of Assurances at Bandra under serial no. 2282 of 1962 (hereinafter referred to as "**the said Indenture of Lease**") made and executed between Navyug Society and Bhogilal, Navyug Society demised the said Land on a leasehold basis in favour of Bhogilal, for a period of 998 years (nine hundred and ninety eight years) commencing from 17th May, 1962 (hereinafter referred to as "**the Lease Tenure**") on payment of annual lease rent of Re. 1/- (Rupee One Only) and on the terms and conditions as mentioned in the said Indenture of Lease.

iv. The Developer has informed us that after acquiring the said Land, Bhogilal constructed a building structure known as '***Kuber Villa***' (now demolished) (hereinafter referred to as "**the Old Building**") then consisting of ground and first floor on the said Land in accordance with the plans and specifications sanctioned by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "**MCGM**"). The Old Building has since been demolished as elaborated hereinafter.

v. The leasehold rights in to and upon the said Land and ownership rights in to and upon the Old Building are hereinafter collectively referred to as "**the said Property**".

vi. The said Bhogilal expired on or about 9th April, 1981 leaving behind his last Will and Testament dated 11th October, 1978, (hereinafter referred to as "**Bhogilal's Will**") whereby, he gave, devised and bequeathed all his right, title and interest into and upon the said Shares and the said Property in favour of one Mr. Maganlal Kuberdas Kapadia (hereinafter referred to as "**Maganlal**").

vii. Thereupon, as per the Bohgilal's Will the said Maganlal on or about 8th August, 1983, made an application to Navyug Society for transferring the said Shares and the leasehold rights in respect of the said Land and the Old Building, in the records of the said Navyug Society, to and in favour of the said Maganlal; and accordingly the said Navyug Society by its Managing Committee resolution dated 20th November, 1983, transferred the said Shares and the said Property, in the records of Navyug Society in favour of Maganlal.

viii. By a Tenancy Agreement dated 1st April, 1989 executed by and between Maganlal *(therein referred to as Landlord)* and Vinod *(therein referred to as the Tenant)*, the said Maganlal, granted unto and in favour of Vinod, monthly tenancy in respect of the premises on the first floor of the Old Building (hereinafter collectively referred to as "**the First Tenanted Premises**"), together with the exclusive right to use the entire terrace on the second floor of the Old Building and one enclosed garage and one servant's room in the compound of the Old Building commencing with effect from 1st April, 1989 for the rent and on the terms and conditions contained therein.

ix. By another Tenancy Agreement dated 1st June, 1989 executed by and between Maganlal *(therein referred to as the Landlord)* and Suresh *(threrein referred to as the Tenant)*, the said Maganlal granted unto and in favour of the said Suresh, monthly tenancy in respect of the premises on the ground floor of the Old Building together with the entire open area in front, rear and surrounding the Old Building (hereinafter collectively referred to as "**the Second Tenanted Premises**") and one enclosed garage and one servant's room with toilet and washing place in the compound of the Old Building commencing with effect from 1st June, 1989 for the rent and on the terms and conditions contained therein.

x. Accordingly, the First Tenanted Premises was occupied by Vinod, and the Second Tenanted Premises was occupied by the said Suresh, on monthly tenancy basis.

xi. By an Indenture dated 25th April, 1991, registered with the Sub-Registrar of Assurances at Bombay under Serial No. PBBJ-2171 of 1991 (hereinafter referred to as "**the Indenture of Assignment**") made and executed between Maganlal *(therein referred to as the Assignor)* of the First Part, the said Vinod and the said Suresh *(therein collectively referred to as the Assignees)* of the Second Part, and the said Navyug Society *(therein referred to as the Society)* of the Third Part, the said Maganlal, with the consent, approval and confirmation of Navyug Society transferred and assigned, the said Shares, the ownership rights in respect of the Old Building, and the leasehold right, title and interest in to and upon the said Land, to and in favour of the said Vinod and Suresh (jointly as tenants-in-common), for the entire residue of the unexpired period of the Lease Tenure at and for the consideration and on the terms and conditions as mentioned therein.

xii. The said Indenture of Assignment was rectified by a Deed of Rectification dated 27th June, 1991 registered with the Sub-Registrar of Assurances at PBBJ-3208 of 1991.

xiii. The said Vinod and the said Suresh had paid the entire consideration as was payable by them under the Indenture of Assignment; and accordingly, the said Maganlal had put Vinod and Suresh in quiet, vacant and peaceful possession of the said Property.

xiv. Thereupon, Navyug Society admitted Vinod and Suresh as members of Navyug Society and transferred the said Shares in favour of Vinod and Suresh.

xv. The Developer has informed us that thereafter, Vinod and Suresh constructed additional floors over the Old Building, and accordingly the Old Building then comprised of ground plus 4 (four) upper floors, and was known as '*Kuber Villa*'.

xvi. The said Navyug Society issued the said Shares comprised in the said Share Certificate (being 5 (five) fully paid-up shares of Rs. 50/- (Rupees Fifty Only) each, bearing distinctive nos. 36 to 40 (both inclusive) comprised in Share Certificate No. 202 issued by the said Society on 1st April, 1999) in lieu of the old share certificate, in the name of Vinod and the said Suresh.

xvii. Accordingly, the said Vinod and the said Suresh became entitled to the said Shares and the said Property each of them holding 50% (fifty percent) undivided share, right, title and interest into and upon the said Shares and the said Property.

xviii. By and under a Deed of Gift dated 11th June, 2002 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-03083-2002 (hereinafter referred to as "**the First Gift Deed**"), Vinod assigned, transferred and conveyed, by way of gift, 98% of his 50% undivided share, right, title and interest into and upon the said Shares and the said Property (being 49% undivided share, right, title and interest into and upon the said Shares and the said Property), to and in favour of his wife Mrs. Ushakiran Vinod Deora (hereinafter referred to as "**Ushakiran**"), in the manner and upon the terms and conditions mentioned therein.

xix. By and under another Gift Deed dated 10th March, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-3670-2022 (hereinafter referred to as "**the Second Gift Deed**"), the said Suresh assigned, transferred and conveyed, by way of gift, 50% of his 50% undivided share, right, title and interest into and upon the said Shares and the said Property (being 25% undivided share, right, title and interest into and upon the said Shares and the said Property), to and in favour of his nephew Mr. Tarun Narayanprasad Deora (hereinafter referred to as "**Tarun**"), in the manner and upon the terms and conditions mentioned therein.

xx. By and under another Gift Deed dated 14th March, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-3896-2022 (hereinafter referred to as "**the Third Gift Deed**"), the said Suresh assigned, transferred and conveyed, by way of gift, 25% of his 50% undivided share, right, title and interest into and upon the said Shares and the said Property (being 12.5% undivided share, right, title and interest into and upon the said Shares and the said Property), to and in favour of his grandson the Mr. Devansh Rajesh Deora (hereinafter referred to as "**Devansh**"), in the manner and upon the terms and conditions mentioned therein.

xxi. By and under another Gift Deed dated 14th March, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-3895-2022 (hereinafter referred to as "**the Fourth Gift Deed**"), the said

Suresh assigned, transferred and conveyed, by way of gift, remaining 25% of his 50% undivided share, right, title and interest into and upon the said Shares and the said Property (being 12.5% undivided share, right, title and interest into and upon the said Shares and the said Property), to and in favour of his grandson Mr. Dhruv Rajesh Deora (hereinafter referred to as "**Dhruv**"), in the manner and upon the terms and conditions mentioned therein.

xxii. By and under another Deed of Gift dated 4th July, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-10586-2022 (hereinafter referred to as "**the Fifth Gift Deed**"), Vinod assigned, transferred and conveyed, by way of gift, all his remaining undivided share, right, title and interest into and upon the said Shares and the said Property (being 1% undivided share, right, title and interest into and upon the said Shares and the said Property), to and in favour of his wife the said Ushakiran, in the manner and upon the terms and conditions mentioned therein.

xxiii. By and under another Deed of Gift dated 4th July, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-10587-2022 (hereinafter referred to as "**the Sixth Gift Deed**"), Ushakiran assigned, transferred and conveyed, by way of gift, premises in the Old Building admeasuring 1,900 square feet carpet area or thereabouts equivalent to 176.51 square meters on the first floor (hereinafter referred to as "**the First Floor Old Premises**") of the Old Building standing on the said Land, to and in favour of her daughter Mrs. Anju Pankaj Agarwal (hereinafter referred to as "**Anju**"), in the manner and upon the terms and conditions mentioned therein.

xxiv. By and under another Deed of Gift of Immovable Property dated 2nd August, 2022 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR-1-12239-2022 (hereinafter referred to as "**the Seventh Gift Deed**"), Ushakiran assigned, transferred and conveyed, by way of gift, 0.10% undivided share, right, title and interest of Ushakiran's undivided share, right, title and interest into and upon the said Shares and the said Property (being 0.05% undivided share, right, title and interest into and upon the said Shares and the said Property), to and in favour of her husband Vinod, in the manner and upon the terms and conditions mentioned therein.

xxv. According, in by virtue of the First Gift Deed, the Second Gift Deed, the Third Gift Deed, the Fourth Gift Deed, the Fifth Gift Deed, the Sixth Gift Deed and the Seventh Gift Deed, the said Anju became entitled to the First Floor Old Premises; and Ushakiran, Devansh, Dhruv, Tarun and Vinod collectively became entitled to the said Shares and the said Property, each holding certain undivided share, right, title and interest into and upon the said Shares and the said Property in the ratios as set out herein below:

Sr. No.	Name	Percentage
1	Ushakiran Vinod Deora	49.95%
2	Devansh Rajesh Deora	12.50%
3	Dhruv Rajesh Deora	12.50%
4	Tarun Narayanprasad Deora	25%
5	Vinod Shubhkaran Deora	0.05%
Total		***100%***

xxvi. The said Ushakiran, Devansh, Dhruv, Tarun and Vinod, in pursuance of the aforesaid documents, have become entitled to the said Shares as the holders and owners thereof and also become entitled to the leasehold rights in respect of the said Land as the owners/lessees in respect thereof, each of them holding certain undivided share, right, title and interest into and upon the said Property, as mentioned hereinabove.

xxvii. Presently, the names of Ushakiran, Devansh, Dhruv, Tarun and Vinod are reflected in the said Share Certificate as the holders thereof.

xxviii. Presently, the names of Vinod, Suresh and Tarun are reflected as lessees in respect of the said Land, in the Property Register Card in respect of the said Land.

xxix. The said Anju, Ushakiran, Devansh, Dhruv, Tarun and Vinod are hereinafter collectively referred to as "**the Owners**".

xxx. The Developer has informed us that the Owners were themselves in quiet, vacant and peaceful possession of the entire Old Building (prior to the demolition thereof) and no third parties were in use, occupancy or possession of the Old Building and/or any part thereof.

xxxi. It appears from the Development Agreement (as defined hereinafter), that the Old Building was in a dilapidated condition and beyond economical repairs and in view thereof, the Owners were desirous of appointing a fit and proper entity engaged in the business of development and redevelopment of immovable properties to undertake redevelopment of the said Land by demolishing the Old Building and by constructing on the said Land, a new multi-storeyed building, by using and utilizing the entire available Floor Space Index (hereinafter referred to as "**FSI**") emanating from the said Land and also by consuming any additional FSI as may be consumable on the said Land.

xxxii. By and under a Development Agreement dated 4th November, 2022

(hereinafter referred to as "**the Development Agreement**") made and executed between the Owners and the Developer, the Owners have granted development rights in respect of the said Property to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The said Development Agreement is registered with the Sub-Registrar of Assurances at Andheri no. 6 under serial no. BDR-17-14531-2022.

xxxiii. In addition to the said Development Agreement, the Owners have also executed a Power of Attorney dated 4th November, 2022 in favour of the Developer (acting through their authorized partners/representatives) and have conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the said Land (hereinafter referred to as "**the Power of Attorney**"). The said Power of Attorney is registered with the Sub-Registrar of Assurances at Andheri no. 6 under serial no. BDR-17-14536-2022.

xxxiv. As per the terms of the said Development Agreement, the Developer has agreed to provide certain constructed premises to the Owners; and the Developer has been authorised by the Owners to sell or otherwise create third party rights in respect of the additional units/premises in the new building (defined in the Development Agreement and hereinafter referred to as "**Developer's Sale Area**") to third parties on such terms as the Developer may deem, fit and proper.

xxxv. The said Navyug Society has vide its letter dated 26th December, 2022, granted it's no objection to the Owners, thereby permitting the Owners to undertake redevelopment of the said Land and to grant development rights in respect of the said Land to and in favour of the Developer. We perused a photocopy of the said letter dated 26th December, 2022 issued by Navyug Society.

xxxvi. The Development Agreement and the Power of Attorney are hereinafter collectively referred to as "**the Redevelopment Documents**".

xxxvii. In the circumstances, by virtue of the Redevelopment Documents, the Developer has become entitled to undertake redevelopment of the said Property on the terms and conditions mentioned in the Redevelopment Documents.

xxxviii. The Developer has informed us that, the Owners have since vacated the Old Building in accordance with the terms and conditions of the Redevelopment Documents, and the Developer has demolished the Old Building.

4. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished to us it appears that:

i. The Developer had made an application to the Slum Rehabilitation Authority ("**SRA**") for sanction of plans for putting up construction of a multi-storeyed building on the said Land under the provisions of Regulation 33 (11) of the Development Control and Promotion Regulation, 2034 for Greater Mumbai and based on such application, the SRA has issued Letter of Intent dated 11th May, 2023 and an Intimation of Approval dated 29th May, 2023, bearing number K-W/PVT/0179/20230127/AP/COM for construction on the said Land; and

ii. Pursuant thereto, the SRA has also issued a Commencement Certificate dated 31st May, 2023, bearing number K-W/PVT/0179/20230127/AP/COM and has permitted to commence construction on the said Land to the extent set out therein.

5. In the course of the searches caused to be taken by us with the offices of Sub-Registrars of Assurances, at Mumbai City, Bandra and Andheri Taluka for the years 1993 to 2022 (for 30 Years upto 7th June, 2022) as aforesaid, we have not come across any entries of registration of any documents (other than the documents specifically referred to herein), whereby the Owners' title to the said Land and/or the Developer's entitlement to put up construction on the said Land in accordance with the terms of the Redevelopment Documents, may be adversely affected.

6. In pursuance of the above referred public notices issued by us, we have not received any claims/objections.

7. The Developer has informed us, that the Developer shall be making an application to the Maharashtra Real Estate Regulatory Authority for registering the project of construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**").

8. In the circumstances, in our opinion, subject to what is stated hereinabove, we are of the opinion that the Developer viz. **Lotus Ventures LLP** is entitled to undertake development of the said Land by constructing a new multi-storied building on the said Land in accordance with the terms and conditions of the said Redevelopment Documents and in accordance with the approvals already granted and as may hereafter be granted by the SRA and the concerned authorities for carrying out construction on the said Land; and subject to the Developer obtaining registration of the project of construction on the said Land under the provisions of RERA, the Developer will be entitled to create third party rights in respect of the units/premises/flats comprised in the Developer's Sale Area as per the terms and conditions set out in the Redevelopment Documents.

SCHEDULE

Description of the said Land

All that piece and parcel of land bearing plot no. 2 being part of original plot no. 11 in the layout of Navyug Co-operative Housing Society Limited, admeasuring 702.30 square meters

or thereabouts (as per the Property Register Card) and bearing corresponding CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District and lying, being and situate at N. S. Road no. 5, Juhu Vile Parle Development (JVPD) Scheme, Vile Parle (West), Mumbai 400056.

Dated this 23rd of September, 2023

For ***Law Scribes***

(Neil Mandevia)
Advocate & Solicitor

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Advocates & Solicitors
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