

**RIDDHI D. SHAH**  
**ADVOCATE & SOLICITOR**

Off: A/8, Manorath, Dattapada cross Rd:2,  
Borivali (East), Mumbai-400066.

Contact: 98190 94502

E-mail: shahridddhi4@gmail.com

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17<sup>th</sup> June, 2019

**TITLE REPORT**

**M/S. ARKADE ASSOCIATES,**  
301, Pratik Avenue,  
Opp. Shiv Sagar Hotel,  
Nehru Road,  
Vile Parle (East),  
Mumbai - 400 057.


Dear Sir,

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**Re :** All that piece and parcel of land admeasuring about 555.37 sq. mtrs. or thereabout being the portion of the Property described in the Third Schedule hereunder written together with the right to construct Building No.11 thereon by utilizing balance potential and outside TDR fungible FSI and all other benefits of the FSI admeasuring in aggregate 10,087.49 sq.mtrs. built-up area lying, being and situate at Village Dahisar, Taluka Borivali, Mumbai Suburban District and within the Registration District Mumbai Suburban ("said Property").

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1. At all material times Late Mr. Louis Francis Misquitta (hereinafter referred to as "the Original Owner") was seized and possessed of or otherwise well and sufficiently entitled to various immovable properties including all those pieces or parcels of lands lying, being and situate at Village Dahisar, Taluka Borivli, within the registration District of Mumbai Suburban (Formerly within the registration District of Mumbai and Mumbai



Suburban District ) and more particularly described in the First Schedule hereto;

2. The said Mr. Louis Francis Misquitta the husband of Mrs. Marceline Louis Misquitta was cultivating Immovable Properties at Dahisar personally as on Tillers day and as such was declared the deemed purchaser in respect of the aforesaid Property(ies), by a Certificate of Sale dated 18.12.1971 issued by the Tahsildar, Borivali, under Section 32(M) of the Bombay Tenancy & Agricultural Lands Act, 1948.
3. On or about 14<sup>th</sup> May, 1971 the aforesaid Mr. Louis Francis Misquitta expired leaving behind him his widow Mrs. Marceline Louis Misquitta (hereinafter called "the said Owner") as his only heir and legal representative in accordance with the Law of Succession, under which he was governed at the time of his death.
4. By and under an Agreement dated 10<sup>th</sup> March, 1972, the said Owner Mrs. Marceline Louis Misquitta agreed to sell the aforesaid Property(ies) at Dahisar bearing various survey numbers including the said Property to one Vijay Krishnaji Sawant, Promoter of Vaishali Nagar Co-operative Housing Society (the then proposed "said Society") for the consideration and on the terms and conditions therein contained.
5. By an Agreement dated 30<sup>th</sup> July, 1981 made between the said Owner Mrs. Marceline Louis Misquitta, therein referred to as the Owner of the One Part, Vaibhav Development Corporation, therein referred to as the Vendors of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No.1615 of 1981, the said Owner agreed to grant Development rights in favour of the Vendors therein including transfer of all her right, title and interest in respect of the aforesaid First Property.
6. The said Owner also executed a Power of Attorney dated 6<sup>th</sup> January, 1981 in favour of Mr. Vijay Krishnaji Sawant, the partner of the said Vaibhav Development Corporation (hereinafter referred to as "the Vaibhav DC") and the same has been executed before the Sub-Registrar of Assurances at Bombay and is registered under Serial No.290 of 1981. The said Owner also executed another Power of Attorney dated 13<sup>th</sup> October,



1980 in favour of Vijay Krishnaji Sawant, the partner of the Vaibhav DC and the said two Powers of Attorneys have been granted for the consideration coupled with the interest;

7. In or around 1983, the Original Owner Mr. Louis Francis Misquitta, the Husband of Mrs. Marceline Misquitta was declared deemed purchaser, in respect of the said Property, by a Certificate of Sale dated 12.02.1983 issued by the Tahsildar Under Section 32(M) of the Bombay Tenancy and Agricultural Lands Act, 1948.
8. Being aggrieved by the aforesaid Order, Anwar Alimohammed Haji Kassam & Others, the original holders filed a Suit in the Bombay City Civil Court, at Bombay being S. C. Suit No.6042 of 1983 against the said Owner and Others, including the Vaibhav DC.
9. By and under an Agreement dated 3<sup>rd</sup> February, 1987 executed by and between the said Owner i.e. Mrs. Marceline Louis Misquitta therein referred to as the Owner of the First Part, M/s. Shaikh Constructions, therein referred to as the Vendors of the Second Part, and Mr. Vijay Krishna Sawant, the Sole Proprietor of Vaibhav Builders and partnership firm namely, Vaibhav DC, therein collectively referred to as the Confirming Party No.1 and 2 respectively of the Third Part; and Mr. Anwar Alimohammed Haji Kassam & Ors., therein referred to as the Confirming Party No.3 of the Fourth Part, pursuant to which the aforesaid M/s. Shaikh Constructions and Anwar Alimohammed Haji Kassam & Ors. accepted and admitted the title of the said Owner to the said Properties described in the Second Schedule hereunder written.
10. A Decree dated 3<sup>rd</sup> February, 1987 came to be passed in the said Suit in terms of the Consent Terms dated 3<sup>rd</sup> February, 1987 signed and submitted by the parties through their Advocates. Pursuant to the said Decree the parties to the said Suit have confirmed the said Agreement dated 3<sup>rd</sup> February, 1987.
11. Pursuant to the said Agreement dated 3<sup>rd</sup> February, 1987 certain areas have been allocated to Mr. Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders and the Vaibhav DC, and certain areas have been allocated to M/s. Shaikh Constructions which include the



land available for development and which has been described in the Third Schedules hereunder written, pursuant to which Vaibhav DC and Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders, became entitled to 65% of the area and the said M/s. Shaikh Constructions became entitled to 35% of the area.

12. The Government, GAD, by an Order dated 11.08.1979 exempted under Section 20 of Urban Land (Ceiling and Regulation) Act, the said Properties in aggregate, admeasuring 51344 sq.mtrs. or thereabout. Thereafter, the Under Secretary, General Administration to the Government of Maharashtra by an Order dated 11.08.1979 exempted the properties referred to therein which includes the properties have been described in the Second Schedule hereto subject to the terms and conditions thereof.
13. The said Vijay Krishnaji Sawant and Others and the said M/s. Shaikh Constructions have been put into possession of the said Property in part performance and they have made the payment of the consideration amount to the said Marceline Louis Misquitta.
14. Pursuant to the Understanding arrived at by and between the said Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders, Vaibhav DC and the said M/s. Shaikh Constructions, a layout plan was sanctioned for the said Properties referred to in the Third Schedule hereto for construction of eight buildings consisting various wings.
15. By an Agreement made in dated March, 1988 being Supplemental to hereinbefore recited Agreement dated 3<sup>rd</sup> February, 1987, M/s. Shaikh Constructions, out of its area of 35% released and relinquished their right in favour of the said Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders and Vaibhav DC, for an area and the FSI 29931.72 sq.ft. consumable in the building No. 4 for the consideration therein set out.
16. In the premises aforementioned the said Vaibhav DC and Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders became entitled to develop 65% of the properties forming part of the said Layout and to use and consume the FSI of D.P. Road, internal Roads and



the said M/s. Shaikh Constructions became entitled to the remaining 35% area.

17. The said 65% of the property forming part of the Property described in the Third Schedule hereunder written which came to Vaibhav DC and Mr. Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders is described Firstly in the Fourth Schedule hereunder written and said 35% which came to the said M/s. Shaikh Constructions is described Secondly in the Fourth Schedule hereunder written.
18. In respect of the layout plan under No.CE/1101/LOR sanctioned by the Brihan Mumbai Mahanagar Palika (now MCGM) in 1988 in respect of the said Properties described in the Third & Fourth Schedules hereunder written in the name of the Vaishali Nagar Co-Operative Housing Society Limited ("Society").
19. The said Vaibhav Development Corporation and Mr.Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders have constructed 8 buildings on the said property and have sold the flats / premises to the various buyers and the various buyers of the premises of their respective buildings have got separate Society formed and registered.
20. The said Layout plans have been amended from time to time and amended plans have been sanctioned under No.CE/1101/LOR.
21. The said Marceline Louise Misquita, died intestate at Mumbai on or about 15th July, 1988 leaving behind her Last Will and Testament dated 16<sup>th</sup> April, 1988 and Mr.Abbot Anthony Quinny, the Sole Executor named in the said Will as the beneficiary in respect of the said Properties described in the Schedules herein and the Annexure "A" mentioned thereto and the High Court of Judicature at Bombay in its Testament and Intestate Jurisdiction, vide Petition No.150 of 2003, granted Probate to Mr.Abbot Anthony Quinny of the said Last Will, and in the Schedule of the Properties annexed to the said grant, the sale of the Properties including the property described in the Schedules hereunder written to Mr.Vijay Krishna Sawant has been declared, confirmed and shown.



22. The said Mr. Abbot Anthony Quinny has declared and confirmed that under the said Will dated 16<sup>th</sup> April, 1988 and Probate dated 25<sup>th</sup> November, 2003, he is bound to administer the estate of the said deceased in accordance with the provisions of the last Will and Testament.
23. Pursuant to the registered Agreement dated 30<sup>th</sup> July, 1981 the said Vaibhav DC and Mr. Vijay Krishnaji Sawant, Sole Proprietor of Vaibhav Builders and M/s. Shaikh Constructions became entitled to the said Properties in accordance with the provisions of the Decree dated 3<sup>rd</sup> February, 1987 read with the Agreement dated 3<sup>rd</sup> February, 1987 and Supplemental Agreement of March, 1988.
24. By and under a Development Agreement dated 02.11.2010 registered with the Office of the Sub-Registrar of Assurances of Bandra under Serial No. BDR-110/10101 of 2010 on 02.11.2010 and made and executed between the said (1) M/s. Vaibhav Development Corporation, therein referred to as the First Vendors of the First Part, the said (2) Mr. Vijay K. Sawant, Sole Proprietor of Vaibhav Vendors therein referred to as the Second Vendors of the Second Part, Vaishali Nagar Co-Operative Housing Society Limited, therein referred to as the Confirming Party of the Third Part and yourselves i.e. M/s. Arkade Associates ("Arkade"), therein referred to as the Sub Developers of the Fourth Part, the said First and Second Vendors therein, with the confirmation of the Confirming Party therein, have granted the Development Rights to consume the balance TDR FSI available in respect of the Properties described in the in the Fourth Schedule hereunder written
25. By an Agreement dated 18<sup>th</sup> February, 2014 duly registered with the Sub-Registrar of Assurances, BRL-7 under serial No. 1309 of 2014, M/s. Shaikh Constructions therein called the Owners of the One Part, Mr. Khurshid Nooruddin Shaikh & 7 others, therein called the Confirming Party and yourselves i.e. M/s. Arkade Associates, therein also called the Purchasers of the Third Part, subject to the rights of the unit buyers of the said Building No.6 (the Unit Purchasers of the said Building No.6 have formed a



Society in the name Hill View Co-operative Housing Society Ltd.) and the Building No.5 (commencement of which has been started by the said M/s. Shaikh Constructions is incomplete), agreed to sell all their right, title and interest in respect of the property described Secondly in the Fourth Schedule hereunder written for the consideration and on the terms and conditions therein set out and full consideration has been paid by yourselves to the said M/s. Shaikh Constructions.

26. The said M/s. Shaikh Constructions as the Owners and the said Confirming Party under the hereinbefore recited Agreement , also granted a Power of Attorney in favour of the Partners of M/s. Arkade Associates empowering them to do various acts, deeds, matters and things and which Power of Attorney has been registered with the Sub-Registrar of Assurances at BRL-7 under serial No.1310 of 2014;
27. The said Vaibhav Builders others also executed and delivered the following Power of Attorneys in favour of M/s.Arkade Associates :-
  - (i) Power of Attorney dated 2<sup>nd</sup> November, 2010 granted by [1] Mr. Vijay Krishnaji Sawant, [2] Mr. Vaibhav Vijay Sawant, [3] Mrs. Sheela Vijay Sawant, [4] Mrs. Nirmala Ramchandra Naik, and [5] Mr. Anand Ramchandra Naik, partners of M/s Vaibhav Development Corporation and registered with the Sub-Registrar of Assurances at BDR-11 under serial No. 10102 of 2010;
  - (ii) Power of Attorney dated 2<sup>nd</sup> November, 2010 granted by Mr. Vijay Krishnaji Sawant and registered with the Sub-Registrar of Assurances at BDR-11 under serial No. 10103 of 2010;
  - (iii) Power of Attorney dated 2<sup>nd</sup> November, 2010 granted by Marcalone Louise Misquitta by the hand of Mr.Vijay Krishnaji Sawant and registered with the Sub-Registrar of Assurances at BDR-11 under serial No. 10104 of 2010
  - (iv) A Substituted Power of Attorney dated 2<sup>nd</sup> November, 2010 granted by Vaishali Nagar CHS Ltd. and registered with the Sub-Registrar of



Assurances at BDR-11 under serial No. 10105 of 2010

28. The said Agreements provide that M/s. Arkade Associates shall take further steps to amend the layout and by availing or utilizing and/ or consuming the internal FSI as may be available as well as outside TDR FSI and the FSI available by handing over the required Public Housing Flats to the Municipal Corporation of Greater Mumbai or its nominees, and to construct the buildings and/or sell the premises on ownership basis to the prospective Purchasers.
29. Pursuant to the said Agreement further by a letter of possession dated 2<sup>nd</sup> November, 2010 the said Vaibhav Development Corporation, Vijay Krishnaji Sawant and the said Society have put the said M/s. Arkade Associates i.e. yourselves in possession of the said Property described Firstly in the Fourth Schedule hereunder written and M/s. Shaikh Constructions have also put yourselves i.e. M/s. Arkade Associates in possession of the said property described Secondly in the Fourth Schedule hereunder written.
30. The said M/s. Arkade Associates have got the Layout plan amended and sanctioned from the MCGM. The said M/s. Arkade Associates submitted amended Plans to the MCGM for construction of the Buildings on the portion of the said Larger Property described in the Third & Fourth Schedules hereunder and which portion being Plinth area has been described in the Fifth Schedule hereunder for construction of building No.11 and the MCGM has also granted Commencement Certificate dated 03.10.2018 bearing Ref. No.CHE/7155/BP(WS)/AR for Building No.11 ("**said Building No.11**").
31. By and under an Agreement for Sale dated 08.05.2019 ("**the said Agreement**") made between the M/s. Arkade Associates i.e. yourselves, therein referred to as the Vendors of the One Part, and Raj Universal therein referred to as the Purchasers of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Borival- 5 under serial No. 6426 of 2019, the Arkade Associates have agreed to sell, transfer, assign and convey unto the said Raj Universal the said





Property described in the Fifth Schedule hereunder written, at or for the consideration and upon the terms and conditions therein contained.

32. Pending Litigations:

a. The aforesaid Abbot Anthon Quinny has filed Suit (L) No.609 of 2018 in the High Court of Judicature at Bombay against M/s. Arkade Associates i.e Yourselfs and Raj Universal and various others relating to the said Larger Property for declaration and injunction in respect of the aforesaid various Agreements executed by the said deceased Marceline in favour of the aforesaid Vaibhav Development Corporation and Vijay K. Sawant, Sole Proprietor of Vaibhav Developers and Vaibhav Builders shall stand as cancelled and for other reliefs mentioned therein. The said suit is pending and there are no adverse orders are passed against yourselfs i.e. Arkade Associates or against Raj Universal.

b. The aforesaid Abbot Anthon Quinny has also filed Suit No.2358 of 2018 in the Bombay City Civil Court at Bombay, Dindoshi Branch against MCGM & Ors. without joining the aforesaid Vaibhav Development Corporation and Vijay K. Sawant as party Defendant to the said Suit with a sole intention to obtain interim orders behind their back in the said Suit. The subject matter of the above suit is the land bearing CTS No.2776/B being the portion of Fourth Schedule described Firstly therein. The said Suit is pending and there are no adverse orders passed against Arkade Associates and/or Raj Universal. In the said Suit, various Chamber Summons are taken out by the aforesaid Vaibhav Development Corporation Arkade Associates and Raj Universal to join them as party Defendant in the said Suit.

33. On the basis of the aforesaid documents produced before me, and subject to what is stated hereinabove and subject to the Pending Litigations in my opinion your title to the property described in Fifth Schedule hereunder written appears to be marketable and M/s.Raj Universal pursuant to the aforesaid Agreement for Sale dated 8<sup>th</sup> May, 2019 executed by you in their favour are entitled to construct Building No.11 on the property described in the Fifth Schedule hereunder



written and on the terms and conditions mentioned therein.

**FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED:**

ALL the pieces and parcels of lands or grounds admeasuring about 92,393.00 sq.yds. situate at Village Dahisar, Taluka Borivali in the Registration District and Sub-District of Mumbai Registration District and Sub-District of Mumbai Registration District and Sub-District of Mumbai suburban.

Survey Numbers	Hissa Nos.	Area (Sq.mts.)
111	16	16093.00
144	4B	15427.50
145	1B	21417.50
146	1B	30250.00
147	1	6564.00
148	1	2631.00
		92383.00 =====

**SECOND SCHEDULE OF PROPERTY ABOVE REFERRED:**

**(Layout property including N.D. Zone)**

ALL the pieces and parcels of lands or grounds admeasuring about 70132.80 sq.mtrs. situate at Village Dahisar, Taluka Borivali in the Registration District and Sub-District of Bombay and Registration District and Sub-District of Bombay and Bombay suburban.

Survey Numbers	Hissa Nos.	C.T.S. Nos.	Area (Sq.mts.)
111	16 }	2776-A }	31086.50
144	4B }	2776-B }	6371.40
146	1 }	2776-C }	484.40
147	1 }	2776-D }	32190.50
148	1 }	2781 }	
Total			70132.80 =====



**THIRD SCHEDULE OF PROPERTY ABOVE REFERRED:**

ALL the pieces and parcels of lands or grounds admeasuring about 32190.50 sq.mtrs. situate at Village Dahisar, Taluka Borivali in the Registration District and Sub-District of Bombay and Registration District and Sub-District of Bombay and Bombay suburban.

Survey Numbers	Hissa Nos.	C.T.S. Nos.	Area (Sq.mts.)
111	16	2776-D. }	32190.50
144	4B		
146	1		
147	1		
148	1		
Total			32190.50

Out of the above said area forming the whole layout, treating is as recipient Plot, and that, no FSI is balance in the said layout the Vendor gives right to use, utilize, avail off TDR/FSI of whatever nature up to the maximum limit admeasuring about 21240 sq.mtrs. or thereabout which include the right to use the TDR/FSI of internal D.P. Road, bearing C.T.S. No.2776-B, area admeasuring 6371.40 sq.mtrs. or thereabout, to the maximum extent as may be available and to construct one or more building(s) consisting of one or more wing(s) respectively as may be approved and sanctioned by the appropriate Authority for that matter, on a portion of the said property which portion has been shown on the Plan annexed hereto as Annexure "E" and shown in RED colour wash.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**FIRSTLY:-**

65% undivided share, right, title and interest in all those pieces and parcels of lands or grounds admeasuring about 32190 sq. mtrs. situate at Village Dahisar, Taluka Borivli in Registration District and Sub-District of Mumbai and Registration District and Sub-District of Mumbai and Mumbai Suburban.



<u>Survey Nos.</u> <u>Sq.Mtrs.</u>	<u>Hissa</u>	<u>CTS Nos.</u>	<u>Area</u>
111	16	2776D }	
144	4B		
146	1		
32190.50			
147	1		
148	1		
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<b>32190.50</b>			
=====			

Out of the above said area forming the whole layout, treating it as recipient Plot, and that, no FSI is balance in the said Layout, the Vendor gives right to use, utilize, avail off TDR/FSI of whatever nature up to the maximum limit admeasuring about 21240 sq. mtrs. or thereabouts which include the right to use the TDR/FSI of internal D. P. Road, bearing CTS. No. 2776-B, area admeasuring 6371 .40 sq. mtrs. or thereabouts, to the maximum extent as may be available and to construct one or more building(s) consisting of one or more wing(s) respectively as may be approved and sanctioned by the appropriate Authority for that matter, on a portion of the said property which portion has been shown on the Plan annexed hereto as Annexure "E" and shown in RED colour wash.

**SECONDLY:**

ALL THAT piece or parcel of land or ground having 35% undivided share, right, title and interest in respect of the property more particularly described in the Second Schedule referred to hereinabove situate at Village Dahisar, Taluka Borivli in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District forming part of the larger Property more particularly described in the Second Schedule hereinabove written.



**FIFTH SCHEDULE OF THE PROPERTY ABOVE  
REFERRED:**

(the said Property on which "the said Building No. 11" i.e.  
a part of the Third and the Fourth Schedule hereinabove  
and being the Subject matter of this Title Report)

All that piece and parcel of land admeasuring about 555.37 sq. mtrs. or thereabout being the portion of the Property described in the Third Schedule hereinabove together with the right to construct Building No.11 thereon by utilizing balance potential and outside TDR fungible FSI and all other benefits of the FSI admeasuring in-aggregate 10,087.49 sq.mtrs. built-up area lying, being and situate at Village Dahisar, Taluka Borivali, Mumbai Suburban District and within the Registration District Mumbai Suburban.

Yours truly,



(Ms. Riddhi Shah)

Advocate & Solicitor

**RIDDHI SHAH  
ADVOCATE & SOLICITOR  
MAH / 3095 / 2006**