



LAW SCRIBES

Advocates & Solicitors

Reference Number: LS/MM/ST/036

Date: 15th July, 2016

REPORT ON TITLE

TO WHOMSOEVER IT MAY CONCERN

Our Client, M/s. Ekta Supreme Corporation, a partnership firm, having its principal place of business at Off Adi Shankracharya Marg, Near Gopal Sharma School, Powai, Mumbai – 400 076 (hereinafter referred to as "our Client"), has handed over to us, copies of certain documents/title deeds with instructions to investigate our Client's entitlement to undertake redevelopment of the immovable property as more particularly described in the **Schedule** hereunder written (hereinafter referred to as "**the said Land**"). In the course of investigation of our Client's entitlement as aforesaid, we have caused searches to be taken with the offices of the Sub-Registrar of Assurances at Mumbai and Bandra for the years 1987 to 2016 in respect of the said Land and have also published public notices in 2 (two) newspapers viz. The Free Press Journal and Navshakti both dated 15th February, 2016 for inviting claims in respect of the said Land. We have perused copies of the various documents/title deeds referred to in this Report. The following emanates there from:

1. Our Client has acquired rights to undertake redevelopment of the said Land by virtue of an Agreement dated 25th April, 2006, made and executed between one Corner View Co-operative Housing Society Limited, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under number BOM/HSC/915 of 1985 (hereinafter referred to as "**the Society**") of the one part (therein referred to as '*the Society*') and 29 (Twenty Nine) members of the Society (therein referred to as "*the Members*") and our Client of the other Part (therein referred to as '*the Developer*'), and which Agreement is registered with the Sub-Registrar of Assurances at Andheri No 2 under Serial No. BDR4/3097/2006 dated 30th June, 2006 (hereinafter referred to as "**the Development Agreement**").
2. The Society has acquired the said Land along with 2 (Two) buildings earlier standing thereon (now demolished) viz. 1 (one) residential building comprising of comprising of ground plus 2 (Two) upper floors and 1 (one) composite



(residential with shops) building comprising of ground plus 2 (Two) upper floors and part 3rd floor and 1 (one) enclosed garage (hereinafter referred to as "**the Old Structures**"); vide a Deed of Conveyance dated 31st March, 1965, made and executed between one (1) Mr. Khemchand Gormal and one (2) Mrs. Jasodabai Khemchand Gormal in favour of the Society, at and for the consideration and on the other terms and conditions more particularly stated therein. The said Deed of Conveyance dated 31st March, 1965 is duly registered with the Sub-Registrar of Assurances at Bandra under serial no 758 1965 of Book No.1. The said Old Structures and the said Land are hereinafter collectively referred to as "**the said Property**".

3. From the recitals to the said Development Agreement, it appears that:
- i. The said Old Structures consisted of an aggregate 23 (twenty three) flats, 12 (twelve) shops and 1 (one) garage and which were occupied by 35 (thirty five) members of the Society (hereinafter referred to as "**the Members**").
 - ii. The said Old Structures were in a dilapidated condition and beyond economical repairs and in view thereof, the Society was desirous of appointing a fit and a proper entity/person to undertake redevelopment of the said Property by demolishing the said Old Structures and constructing on the said Land, new multi-storied building by utilising the maximum development potential as was available for consumption on the said Land in accordance with the applicable provisions of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "**the DCR, 1991**"). The Society accordingly invited proposals for redevelopment of the said Property from various interested persons pursuant to various resolutions passed at the Special General Body Meetings of the Society.
 - iii. In the Special General Body Meeting of the Society held on 26th January, 2006, the members of the Society has resolved to appoint our Client herein, as the developer to undertake the redevelopment of the



said Property.

4. Pursuant thereto, by and under the said Development Agreement, the Society with the consent and confirmation of 29 (Twenty Nine) Members (who have also executed the Development Agreement in confirmation of the terms thereof), granted development rights in respect of the said Land to our Client, whereby our Client was authorized by the Society to undertake the redevelopment of the said Property by demolishing the said Old Structures (then standing thereon and which has since been demolished) and to construct a new multi-storeyed building on the said Land. As per the terms of the said Development Agreement, each of the Existing Members of the Society, are entitled to be allotted one flat/unit of such area as more particularly described in the Development Agreement; and our Client is entitled to sell/transfer the balance surplus area so constructed in said new multi-storeyed building to such third parties as our Client may deem fit and proper and which third parties would eventually be admitted as members of the Society. We have perused a photocopy of the said Development Agreement.
5. In addition to the said Development Agreement, the Society had also granted a Power of Attorney dated 26th April, 2006 (hereinafter referred to as "the said First Power of Attorney") in favour of our Client (represented by its authorised partners) for doing various acts, deeds, matters and things in respect of the said Land with an objective of redeveloping the same in accordance with the terms of the said Development Agreement. The said First Power of Attorney is registered with the Sub-Registrar of Assurances Andheri No.2 under no. BDR4/3098/2006.
6. Pursuant to the execution of the said Development Agreement, certain negotiations transpired between the Society and our Client regarding certain terms and conditions of the Development Agreement; and after mutual deliberations, discussions and negotiations, the Society and our Client entered into a Supplemental Agreement dated 5th April, 2010, which was



- registered with the Sub Registrar of Assurances at Andheri No.2 under Serial No. BDR4-04173-2010, (hereinafter referred to as the "**First Supplemental Agreement**"), whereby some of the terms and conditions of the Development Agreement were modified and supplemented.
7. Thereafter, certain further negotiations had transpired between the Society and our Client regarding the terms and conditions of the Development Agreement as amended by the First Supplemental Agreement and after mutual deliberations, discussions and negotiations, the Society and our Client entered into a further Supplemental Agreement dated 7th January, 2015, which was registered with the Sub Registrar of Assurances at Andheri No.3 under Serial No. BDR9-278-2015, (hereinafter referred to as the "**Second Supplemental Agreement**"), whereby some of the terms and conditions of the Development Agreement as read with the First Supplemental Agreement were modified and supplemented.
8. Along with the said Second Supplemental Agreement dated 7th January, 2015, the Society has executed another Power of Attorney dated 7th January, 2015 (hereinafter referred to as "**the said Second Power of Attorney**") in favour of our Client (represented by its authorised partners) for doing various acts, deeds, matters and things in respect of the said Land with an objective of redeveloping the same in accordance with the terms of the said Development Agreement as read with the First Supplemental Agreement and the Second Supplemental Agreement. The said First Power of Attorney is registered with the Sub-Registrar of Assurances Andheri No.3 under no. BDR9-279-2015.
9. After execution of the Development Agreement, a Directive dated 3rd January, 2009 was issued under Section 79-A of the Maharashtra Co-operative Societies Act, 1960 by the Government of Maharashtra, Co-operation, Marketing and Textiles Department, therein setting out the guidelines to be followed by a co-operative society for redevelopment of its buildings. Though the Society was not obliged to follow the same (in view of appointment of our



Client vide the Development Agreement 26th April, 2006 i.e. much prior to the issuance of the said Directive dated 3rd January, 2009), only as and by way of abundant caution, another Special General Body Meeting of the Society was held on 28th March, 2015, wherein the appointment our Client as the developer to undertake the redevelopment of the said Property, was confirmed by majority of the Existing Members of the Society. The said Special General Body Meeting 28th March, 2015, was also attended by one Mr. R. B. Rathod, who is an authorized officer associated with the office of the Deputy Registrar of Co-operative Societies, H-West Ward. A letter dated 1st April, 2015 was issued by the office of the Dy. Registrar of Co-operative Societies to the Society, confirming therein that the appointment of our Client as the developer for undertaking the redevelopment of the said Land was duly ratified by the majority of the members of the Society in the said Special General Body Meeting held on 28th March, 2015.

10. In the meantime, the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM") issued a notice dated 22nd May, 2015 to the Society under section 354 of the Mumbai Municipal Corporation Act, 1888 declaring the said Old Structures as being dangerous to persons occupying the same, due to its extremely dilapidated condition thereof and thereby called upon the Society to vacate pull down the Old Structures.
11. In view of the said notice issued by the MCGM, it became necessary to further modify certain terms and conditions of the Development Agreement as modified by the First Supplemental Agreement and the Second Supplemental Agreement. Accordingly, further negotiations had transpired between the Society and our Client regarding certain terms and conditions of the Development Agreement as amended by the First Supplemental Agreement as well as the Second Supplemental Agreement, and after mutual deliberations, discussions and negotiations, the Society and our Client entered into a further Supplemental Agreement dated 10th July, 2015, which was, registered with the Sub Registrar of Assurances at Andheri No. 1 under



- Serial No. BDR1-6667-2015 (hereinafter referred to as the "**Third Supplemental Agreement**"), whereby some of the terms and conditions of the Development Agreement as read with the First Supplemental Agreement and the Second Supplemental Agreement, were modified and supplemented.
12. Pursuant to the execution of the said Third Supplemental Agreement, the parties thereto realised that certain inadvertent errors had crept in the Second Supplemental Agreement with respect to the areas to be allotted to some Members in the new building to be constructed on the said Land; and in the circumstances, a Deed of Rectification dated 6th December, 2015 was made and executed between the Society and our Client, whereby such errors as appearing in the Second Supplemental Agreement were rectified (hereinafter referred to as "**the said Deed of Rectification**"). The said Deed of Rectification was registered with the Sub-Registrar of Assurances at Andheri No.4 under serial no. BDR15-10013-2015.
13. The Development Agreement, the First Power of Attorney the First Supplemental Agreement, the Second Supplemental Agreement, the Second Power of Attorney, the Third Supplemental Agreement and the said Deed of Rectification shall be hereinafter collectively referred to as "**the Redevelopment Documents**".
14. As per the terms of the said Redevelopment Documents, our Client has become entitled to undertake the redevelopment of the said Land and construct thereon, a new multi-storeyed building (hereinafter referred to as "**the New Building**") at and for the consideration and on the terms and conditions as more particularly stated therein.
15. As per the terms of the Redevelopment Documents, each of the Existing Members of the Society, would be entitled to one flat each of such area as more particularly described in the said Redevelopment Documents and further, as per the terms of the said Redevelopment Documents, our Client is entitled to create third party rights in respect of the additional premises in the New Building to be constructed by our Client on the said Land (hereinafter



- referred to as "the Free Sale Area").
16. In the circumstances aforesaid and as per the terms of the said Redevelopment Documents, our Client became entitled to undertake redevelopment of the said Property and to construct on the said Land a new multi storied building in accordance with the terms and conditions of the Redevelopment Documents.
 17. Our Client had made an application to the MCGM for sanction of plans for carrying out construction of the building on the said Land and based on such application, the MCGM had approved plans for construction on the said Land and had issued to our Client an Intimation of Disapproval dated 13th July, 2015 (hereinafter referred to as "the IoD").
 18. Our Client has informed us that in pursuance of the Notice dated 22nd May, 2015 that was issued by the MCGM to the Society under section 354 of the Mumbai Municipal Corporation Act, 1888, the Members vacated their respective premises in the Old Structures and thereupon, the MCGM has demolished/pulled down the Old Structures on or about 20th September, 2015.
 19. Pursuant to an application made by our Client to the MCGM, the MCGM had issued to and in favour of our Client, a Commencement Certificate dated 19th December, 2015 and has thereby permitted our Client to commence construction of the new building on the said Land in accordance with the plans already approved by the MCGM (hereinafter referred to as "the CC").
 20. As per the Property Register Cards of the said Land, the said Land admeasures about 1,917.2 square meters and the name of the Society appears on the Property Register Cards as the holder of the said Land. We have perused photocopies of the Property Register Card in respect of the said Land.
 21. We have seen the Development Plan Remarks of the said Land issued by MCGM on 13th February, 2015 and it is stated therein that the said Land falls in the Residential (R) Zone and the same is not affected by any reservation.



- for public purpose.
22. We have seen the Town planning Remarks in respect of the said Land issued by MCGM on 7th March, 2006 and it is stated therein that the said Land is residential with a shopping line and is affected by future road widening and the area of the said Land is reflected therein as 1918.80 square meters.
23. As aforesaid, we had published Public Notices dated 15th February, 2016 in the above referred newspapers for inviting claims in respect of the said Land; and we hereby confirm that till date we have not received any claims pursuant to issuance of such Public Notices.
24. In the course of our having caused to be taken searches with the offices of the Sub-Registrar of Assurances at Mumbai and Bandra for the years 1985 to 2016 in respect of the said Land, we have not come across any adverse entries which could have the effect of jeopardizing our Client's entitlement to undertake the redevelopment of the said Land.
25. Our Client has informed us that certain legal proceedings/litigation in respect of the said Land/Property are filed by certain members of the Society regarding disputes with regard to their respective flats in the Old Structures. However, there are no orders or injunction or restraint orders passed in any legal proceedings or arbitration proceedings, whereby our Client's entitlement to undertake the redevelopment of the said Property is adversely affected and/or whereby our Client is restrained from proceeding with the redevelopment of the said Property under the Redevelopment Documents.
26. Our Client has also informed us that:
- i. there are no mortgages, charges, liens, encumbrances of any nature subsisting on the said Land;
 - ii. the said Redevelopment Documents are valid, binding and subsisting and has not been cancelled/terminated or threatened to be cancelled or terminated by the Society; and
 - iii. our Client is in physical possession of the said Land.



27. In the circumstances, based on what is set out hereinabove and subject to what is stated hereinabove, in our opinion, our Client viz. M/s. Ekta Supreme Corporation is entitled to undertake redevelopment of the said Land by constructing the New Building on the said Land, in accordance with the terms and conditions of the said Redevelopment Documents and in accordance with the plans that are already approved and as may hereafter be approved by the MCGM and other concerned authorities; and further that our Client is entitled to create third party rights in respect of the Free Sale Area, as stated hereinabove.

SCHEDULE

All that piece and parcel of land bearing Final Plot Nos. 378 and 379 of Town Planning Scheme III (Bandra) and bearing corresponding CTS No. F/488 of Village Bandra – F, Taluka Andheri, Mumbai Suburban District and admeasuring 1,917.2 square meters or thereabouts (as per the Property Register Cards) and lying being and situate at the corner of 33rd and 15th Roads, Bandra – West, Mumbai – 400 050 and bounded as follows:

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| On or towards the North | : | By 33 rd Road; |
| On or towards the South | : | By Plot bearing CTS No. 484; |
| On or towards the West | : | By Plot bearing CTS Nos. 485, 486 and 489; |
| On or towards the East | : | By 15 th Road. |

Dated: this 15th day of July, 2016.

For Law Scribes:

(Neil Mandevia)

Advocate & Solicitor.