

In reply to/la

MLB/SV/MDS/

2587
/2013

REPORT ON TITLE

Re: All that piece and parcel of land or ground admeasuring 4632 square yards equivalent to 3873.7 square meters or thereabouts bearing Survey No.11, Hissa No. 6, corresponding to City Survey Nos. 628 and 628/1 to 628/99 of Village Amboli, Taluka Andheri, together with structures standing thereon, situate, lying and being at Amboli, Andheri (West), in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "the said Property").

TO WHOMSOEVER IT MAY CONCERN

1. Prior to 23rd July, 1972, one Mr. Joseph Braz D'Mello was the owner of or otherwise well and sufficiently entitled to all that piece and parcel of land or ground admeasuring 4632 square yards equivalent to 3873.7 square meters or thereabouts bearing Survey No.11, Hissa No. 6, corresponding to City Survey Nos. 628 and 628/1 to 628/99 of Village Amboli, Taluka Andheri, together with structures standing thereon, situate, lying and being at Amboli, Andheri (West), in the Registration District and Sub-District of Mumbai City and Mumbai Suburban as more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "the said Property").
2. The aforesaid Mr. Joseph Braz D'Mello expired on 23rd July, 1972, leaving behind his Last Will and Testament dated 3rd February, 1958, under which he gave, devised and bequeathed the said Property unto and in favour of his son, Captain Ivan D'Mello. However, a copy of the aforesaid Last Will and Testament dated 3rd February, 1958 is not available for our perusal and the reference made to the same herein is based on the recitals of the Deed of Conveyance dated 11th November, 2009 (mentioned below).
3. Vide Notification dated 15th September, 1977 and bearing No.1620, the said Property was declared as a "censused slum".

4. By and under a Development Agreement dated 20th July, 2004, made between the aforesaid Captain Ivan D'Mello ("Captain D'Mello"), therein referred to as the Owner of the One Part and Messrs. A.H. Constructions ("A.H. Constructions"), therein referred to as the Developers of the Other Part and registered vide the Deed of Confirmation dated 24th May, 2006 with the office of the Sub-Registrar of Assurances at Andheri under Serial No. BDR-4/3933 of 2006, Captain D'Mello granted and entrusted unto A.H. Constructions, development rights pertaining to the said Property, at or for the consideration and on the terms and conditions therein contained.
5. The Slum Rehabilitation Authority ("SRA") vide Letter of Intent bearing No. SRA/Eng/1023/KW/PL/LOI dated 20th April, 2006 ("LOI"), appointed A.H. Constructions as the developer of the said Property and sanctioned the project for development of the said Property which would *inter alia* comprise of Rehabilitation Buildings to rehouse eligible slum dwellers and Free Sale FSI of 5125 square meters equivalent to 55,165.5 sq. ft., subject to the terms and conditions therein contained.
6. By and under a Supplemental Agreement dated 10th October, 2008, made between Captain D'Mello, therein referred to as the Owner of the One Part and A.H. Constructions, therein referred to as the Developers of the Other Part, certain terms and conditions of the aforesaid Development Agreement dated 20th July, 2004 were modified. However, a copy of the aforesaid Supplemental Agreement dated 10th October, 2008 is not available for our perusal and the reference made to the same herein is based on the recitals of the Deed of Conveyance dated 11th November, 2009 (mentioned below).
7. By and under a Deed of Conveyance dated 11th November, 2009, made between Captain D'Mello, therein referred to as the Owner of the One Part and A.H. Constructions, therein referred to as the Developers of the Other Part and registered with the office of the Sub-Registrar of Assurances at Andheri under Serial No. BDR-4/11688 of 2009, Captain D'Mello sold, conveyed and transferred unto A.H. Constructions the said Property, at or for the consideration and in the manner therein contained. Further, under the aforesaid Deed of Conveyance dated 11th November, 2009, A.H. Constructions has agreed and undertaken to construct and handover, free of cost, to Captain D'Mello, an area

admeasuring 407 square meters (equivalent to 4375 sq.ft.) out of the said Property.

8. A.H. Constructions constructed Rehab Building No. 1 and the SRA issued Occupation Certificate in respect of the same vide its letter dated 7th January, 2012 bearing reference no. SRA/ENG/1740/KW/PL/AP.
9. By and under a Development Agreement dated 25th March, 2013 ("the said Development Agreement"), made between, A.H. Constructions therein referred to as the Owners of the One Part and Conoor Builders Private Limited ("the Company"), therein referred to as the Developers of the Other Part and registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-1/3199 of 2013, A.H. Constructions granted and entrusted unto the Company, development rights pertaining to the Free Sale Component of the said Property as more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the Free Sale Component Property"), at or for the consideration and on the terms and conditions therein contained. + POA 25/3/2013
10. On perusal on the letter dated 10th September, 2004, bearing No. Ch.E/814/DPWS/H&K, issued by the Municipal Corporation of Greater Mumbai, we observe that the said Property is partly reserved for Public Housing and is partly affected by proposed two D.P. Roads of 18.30 metres, width.
11. On perusal of the Property Register Cards issued in respect of the City Survey Nos. 628 and 628/1 to 628/99, comprised in the said Property, we observe that the same reflect the name of Captain D'Mello as the owner thereof. Further, the names more particularly mentioned in the list annexed and marked hereto as "Annexure A", are reflected as the lessees in respect of the said Property, in the other rights column thereof.
12. We have through our search clerk, Mr. N.B. Vagal caused searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai and Bandra for the period 1971 to 2011 and in the office of the Sub-Registrar of Assurances at Bandra No.1 to 4 for the period 2002 to 2011 and have not found any other encumbrances and or charges in respect of the said Property. We have issued Public Notices on 17th August, 2012 in the Economic Times and Mumbai Samachar and further Public Notice on 2nd January, 2013 in the Times of India for the investigation

of the title to the said Property. We have not received any claims or objections in response to the aforesaid Public Notices.

13. By and under a Declaration dated 28th March, 2013 executed by Mr. Vijay Raheja in his capacity as the Managing Director of the Company, i.e., Conoor Builders Private Limited, it is *inter-alia*, declared that:
- (i) the said Development Agreement is valid and subsisting and the rights thereunder have not been further assigned by the Company;
 - (ii) the Company has not created any lien, mortgage, charge, lease, tenancy or other encumbrance of any nature whatsoever in respect of the said Property including the Free Sale Component Property;
 - (iii) the rights of the Company under the said Development Agreement are not the subject matter of any pending litigation, dispute or attachment either before or after judgment nor is there any restraining order or injunction passed by any court or authority against the Company pertaining to the said Property (including the Free Sale Component Property) or any part thereof;
 - (iv) the persons whose names appear in the Other Rights Column of the Property Register Cards were occupants of structures standing on the said Property. In the course of construction of the Rehab Component, the aforesaid structures were demolished by A.H. Constructions. The occupants stated in Annexure "A" meet the eligibility criteria of the SRA and their names appear in Annexure "II" issued by the SRA. Save and except the Hatankar family, all other occupants listed in Annexure "A" have been rehabilitated in the Rehab Component and have no interest or claims in the Free Sale Component Property.
 - (v) The Hatankar family is required to be handed over one flat in the Rehab Component, and they have no interest or claims in the Free Sale Component Property.
 - (vi) there is no order passed by any court directing the Company to be wound up.

14. On the basis of and subject to the above, in our opinion, A.H. Constructions are the owners of and are otherwise well and sufficiently entitled to the said Property and the Company, i.e. Conoor Builders Private Limited has development rights in respect of the Free Sale Component Property more particularly described in the Second Schedule hereunder written on the terms and conditions contained in the Development Agreement dated 25th March, 2013. As per clause 9 of the Development Agreement, the Developer is entitled to create security in any manner on the Free Sale Component Property i.e. the land and/or the new building/s and/or units constructed/to be constructed thereon. In our view, since the said Property (which includes the Free Sale Component Property) is freehold, the Developer is entitled to create security on the Free Sale Component Property as provided under the said Development Agreement without requirement of any prior permission from the SRA.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Property)

All that piece and parcel of land or ground admeasuring 4632 square yards equivalent to 3873.7 square meters or thereabouts bearing Survey No.11, Hissa No. 6, corresponding to City Survey Nos. 628 and 628/1 to 628/99 of Village Amboli, Taluka Andheri, together with structures standing thereon, situate, lying and being at Amboli, Andheri (West), in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, assessed by the Assessor & Collector of the Municipal Corporation of Greater Mumbai (MCGM) and bounded as follows:

On or towards the North: by Ceasar Road and CTS. No. 632 (Part);
On or towards the South: by the Bombay Cambridge High School;
On or towards the East: by Ceasar Road; and
On or towards the West: by CTS. No. 629.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of the Free Sale Component Property)

All that piece and parcel of land together with structures standing thereon containing by admeasurements 5126.13 square meters equivalent to 55,177.66 sq.ft. ("Free Sale FSI"); or thereabouts bearing Survey No.11 Hissa No. 6 corresponding to City Survey Nos.628 and 628 Hissa Nos. 1 to 99 of

Village Amboli, Taluka Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and assessed by the Assessor & Collector of the Municipal Corporation of Greater Mumbai (MCGM) situate, lying and being at Amboli, Andheri (West), Mumbai forming part of the Property more particularly described in the First Schedule hereunder written.

Dated this 28th day of March, 2013.

Kanga and Company,

S.B. Vaidya

Partner

ANNEXURE- A

List of Names appearing as Lessees in the respective Property Register Cards of said Property comprised of CTS Nos. 628 and 628/1 to 628/99 of Village Amboli, Taluka Andheri

Serial No.	CTS. No.	Names Appearing as Lessees in the Other Rights Column of the Property Register Cards
1.	628	No name appears as Lessee
2.	628/1	Ramji Dhondu Chowdharey
3.	628/2	Ramji Dhondu Chowdharey
4.	628/3	Ramji Dhondu Chowdharey
5.	628/4	Ramji Dhondu Chowdharey
6.	628/5	Ramji Dhondu Chowdharey
7.	628/6	Ramji Dhondu Chowdharey
8.	628/7	a) Ganpat Babu Hatankar, and b) Bhiva Babu Hatankar
9.	628/8	a) Ganpat Babu Hatankar, and b) Bhiva Babu Hatankar
10.	628/9	a) Ganpat Babu Hatankar, and b) Bhiva Babu Hatankar
11.	628/10	a) Ganpat Babu Hatankar, and b) Bhiva Babu Hatankar
12.	628/11	a) Ganpat Babu Hatankar, and b) Bhiva Babu Hatankar
13.	628/12	Ganpat Bhiku Patade
14.	628/13	Ganpat Bhiku Patade
15.	628/14	Ganpat Bhiku Patade
16.	628/15	Ganpat Bhiku Patade
17.	628/16	Ganpat Bhiku Patade
18.	628/17	Ganpat Bhiku Patade
19.	628/18	Ganpat Bhiku Patade
20.	628/19	Ganpat Bhiku Patade
21.	628/20	Ganpat Bhiku Patade
22.	628/21	a) Ramchandra Babu Silimkar, b) Damu Babu Silimkar, and c) Narayan Babu Silimkar
23.	628/22	a) Ramchandra Babu Silimkar, b) Damu Babu Silimkar, and c) Narayan Babu Silimkar
24.	628/23	a) Ramchandra Babu Silimkar, b) Damu Babu Silimkar, and c) Narayan Babu Silimkar

25.	628/24	a) Ramchandra Babu Silimkar, b) Damu Babu Silimkar, and c) Narayan Babu Silimkar
26.	628/25	Krishna Govind Pawar
27.	628/26	Krishna Govind Pawar
28.	628/27	Krishna Govind Pawar
29.	628/28	Krishna Govind Pawar
30.	628/29	Krishna Govind Pawar
31.	628/30	Ramchandra Laxman Adwadhe
32.	628/31	Ramchandra Laxman Adwadhe
33.	628/32	Ramchandra Laxman Adwadhe
34.	628/33	Ramchandra Laxman Adwadhe
35.	628/34	Ramchandra Laxman Adwadhe
36.	628/35	Ramchandra Laxman Adwadhe
37.	628/36	Ramchandra Laxman Adwadhe
38.	628/37	Ramchandra Laxman Adwadhe
39.	628/38	Ramchandra Laxman Adwadhe
40.	628/39	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
41.	628/40	a) Godavari Atmaram Maher, and b) Laxman Gopal
42.	628/41	a) Godavari Atmaram Maher, and b) Laxman Gopal
43.	628/42	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
44.	628/43	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
45.	628/44	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
46.	628/45	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
47.	628/46	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
48.	628/47	a) Godavari Atmaram Aher, and b) Laxman Gopal Shigvan
49.	628/48	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
50.	628/49	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
51.	628/50	a) Godavari Atmaram Maher, and b) Laxman Gopal Shigvan
52.	628/51	a) Gunaji Suryaji Nachare, b) Babu Nachare, & c) Mahadu Suryaji Nachare
53.	628/52	a) Gunaji Suryaji Nachare, b) Babu Nachare, &

		c) Mahadu Suryaji Nachare
54.	628/53	a) Gunaji Suryaji Nachare, b) Babu Nachare, & c) Mahadu Suryaji Nachare
55.	628/54	a) Gunaji Suryaji Nachare, b) Babu Nachare, & c) Mahadu Suryaji Nachare
56.	628/55	a) Gunaji Suryaji Nachare, b) Babu Nachare, & c) Mahadu Suryaji Nachare
57.	628/56	a) Harsihchandra Dhondu Athavale, and b) Bhikaji Dhondu Athavale
58.	628/57	a) Harsihchandra Dhondu Adhavade, and b) Bhikaji Dhondu Adhavade
59.	628/58	a) Harsihchandra Dhondu Adhavade, and b) Bhikaji Dhondu Adhavade
60.	628/59	a) Harsihchandra Dhondu Adhavade, and b) Bhikaji Dhondu Adhavade
61.	628/60	a) Harsihchandra Dhondu Adhavade, and b) Bhikaji Dhondu Adhavade
62.	628/61	Ramchandra Ragho More
63.	628/62	Ramchandra Ragho More
64.	628/63	Ramchandra Ragho More
65.	628/64	Ramchandra Ragho More
66.	628/65	Ramchandra Ragho More
67.	628/66	Ramchandra Ragho More
68.	628/67	Ramchandra Ragho More
69.	628/68	Ramchandra Ragho More
70.	628/69	Pandurang Gangaram Nachare
71.	628/70	Pandurang Gangaram Nachare
72.	628/71	Pandurang Gangaram Nachare
73.	628/72	Pandurang Gangaram Nachare
74.	628/73	Pandurang Gangaram Nachare
75.	628/74	Pandurang Gangaram Nachare
76.	628/75	Pandurang Gangaram Nachare
77.	628/76	Pandurang Gangaram Nachare
78.	628/77	Pandurang Gangaram Nachare
79.	628/78	Ganpat Daaji Parte
80.	628/79	Ganpat Daaji Parte
81.	628/80	Ganpat Daaji Parte
82.	628/81	Ganpat Daaji Parte
83.	628/82	Ganpat Daaji Parte
84.	628/83	Ganpat Daaji Parte
85.	628/84	a) Bhivha, b) Arjun, c) Vishwanath, and

		d) Harishchandra Shiva Jadhav
86.	628/85	a) Bhivha, b) Arjun, c) Vishwanath, and d) Harishchandra Shiva Jadhav
87.	628/86	a) Bhivha, b) Arjun, c) Vishwanath, and d) Harishchandra Shiva Jadhav
88.	628/87	a) Bhivha, b) Arjun, c) Vishwanath, and d) Harishchandra Shiva Jadhav
89.	628/88	a) Bhivha, b) Arjun, c) Vishwanath, and d) Harishchandra Shiva Jadhav
90.	628/89	a) Bhivha, b) Arjun, c) Vishwanath, and d) Harishchandra Shiva Jadhav
91.	628/90	a) Narayan Dhondu Laad, and b) Vishnu Dhondu Laad
92.	628/91	a) Narayan Dhondu Laad, and b) Vishnu Dhondu Laad
93.	628/92	a) Narayan Dhondu Laad, and b) Vishnu Dhondu Laad
94.	628/93	a) Narayan Dhondu Laad, and b) Vishnu Dhondu Laad
95.	628/94	a) Narayan Dhondu Laad, and b) Vishnu Dhondu Laad
96.	628/95	Harishchandra Laxman Utekar
97.	628/96	Harishchandra Laxman Utekar
98.	628/97	Harishchandra Laxman Utekar
99.	628/98	Harishchandra Laxman Utekar
100.	628/99	Harishchandra Laxman Utekar