



LAW SCRIBES

Advocates & Solicitors

Reference Number: LS/NM/VC/029

Date : 21st July, 2021

To:

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

LEGAL TITLE REPORT

Sub: Title clearance report with respect to all those pieces and parcel of land (a) admeasuring in aggregate 8,022.90 square meters or thereabouts (as per the Property Register Cards) bearing Survey no. 45 A/1 and bearing corresponding CTS Nos. 514, 514/1 to 514/18, and (b) admeasuring in aggregate 7,533.70 square meters or thereabouts (as per the Property Register Cards) bearing Survey no. 46 Hissa no. 1 and 2 (part) and bearing corresponding CTS nos. 512/B, 512/B/1 to 512/B/30, in aggregate admeasuring 15,556.60 square meters or thereabouts, all of Village Malad (north), Taluka Borivali in the Registration District of Mumbai Suburban lying being and situate at Malad (West), Mumbai (hereinafter referred to as "**the said Land**").

1. On instructions of our clients **M/s. Vishal Constructions**, a partnership firm having its principal place of business at Citi Mall, 2nd Floor, Link Road, Andheri (West), Mumbai 400 053 (hereinafter referred to as "**the Developer**"), we have investigated the title of **Shri Saurashtra Dasha Shrimali Jain Bhojnalaya**, a Public Charitable Trust duly registered with the Charity Commissioner, Mumbai, Maharashtra under the provisions of the Maharashtra Public Trusts Act, 1950 (formerly Bombay Public Trusts Act, 1950) bearing registration number A-2281 (BOM) and having its registered office at Kamani Building, 542, Jagannath Shankar Seth Road, Chira Bazaar, Mumbai 400 002 (hereinafter referred to as "**the said Trust**") 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 Cards in respect of the said Land viz. CTS Nos. 514, 514/1 to 514/18, 512/B, and 512/B/1 to 512/B/30 all of Village Malad (north), Taluka Borivali, Mumbai Suburban District;
- b. Deed of Conveyance dated 30th September, 1963, registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM-R-2658-1963;
- c. Deed of Conveyance dated 29th March, 1972, registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM-R-1556-1972;
- d. Order dated 30th March, 2005 issued by Joint Charity Commissioner, Maharashtra State, Mumbai, thereby granting permission to the said Trust to undertake redevelopment of the said Land;
- e. Development Agreement dated 12th May, 2004;
- f. Deed of Confirmation dated 13th September, 2011, registered with the Sub-

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- Registrar of Assurances at Borivali no. 5 under serial no. BDR-11-8462-2011;
- g. Power of Attorney dated 14th May, 2003 in respect of the said Land;
 - h. Power of Attorney dated 25th April, 2006 in respect of the said Land;
 - i. Letter dated 17th July, 2003 bearing no. CHE/1177/BPWS/LOP issued by Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), thereby sanctioning the layout plan in respect of the said Land;
 - j. Layout Approval Letter dated 18th November, 2020 bearing no. CHE/1177/BP(WS)/LOP issued by the MCGM, thereby sanctioning the amended layout plan in respect of the said Land;
 - k. Intimation of Disapproval (IOD), dated 9th June, 2021 bearing no. CHE/WSII/3637/P/N/337(NEW)/IOD/1/NEW issued by the MCGM;
 - l. Commencement certificate dated 15th July, 2021 bearing no. CHE/WSII/3637/P/N/337 (NEW)/CC/1/New issued by MCGM; and
 - m. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon and Borivali for a period of 30 (thirty) years from 1991 to 2021.
2. We have also issued public notices in 2 (two) newspapers viz. Business Standard (Mumbai edition) and Aapla Mahanagar (Mumbai edition) both dated 29th April, 2021 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 the said Trust viz. **Shri Saurashtra Dasha Shrimali Jain Bhojnalaya** to the said Land is clear and without any encumbrances; and further that the Developer viz. **M/s. Vishal Constructions** is entitled to undertake development of the said Land and constructing new multi-storied buildings on the said Land in accordance with the terms and conditions of the Development Agreement dated 12th May, 2004, subject to what is set out in the report reflecting the flow of entitlement of the Developer.
 4. The report reflecting the flow of the entitlement of the Developer to develop the said Land is enclosed herewith and marked as Annexure 'A'.

Yours faithfully
For *Law Scribes*


(Neil Mandevia)
Advocate & Solicitor
Encl: Annexure



ANNEXURE "A"

LAW SCRIBES

Advocates & Solicitors

Reference Number LS/NM/VC/029

Date : 21st July, 2021

Flow of the title of the Developer to the said Land.

1. On instructions of our clients viz. **M/s. Vishal Constructions**, a partnership firm having its principal place of business at Citi Mall, 2nd Floor, Link Road, Andheri (West), Mumbai 400 053 (hereinafter referred to as "**the Developer**"), we have investigated the title of **Shri Saurashtra Dasha Shrimali Jain Bhojnalaya**, a Public Charitable Trust duly registered with the Charity Commissioner, Mumbai, Maharashtra under the provisions of the Maharashtra Public Trusts Act, 1950 (formerly Bombay Public Trusts Act, 1950) bearing registration number A-2281 (BOM) and having its registered office at Kamani Building, 542, Jagannath Shankar Seth Road, Chira Bazaar, Mumbai 400 002 (hereinafter referred to as "**the said Trust**") to the said Land as more particularly described in the **Schedule** hereunder written and the Developer's entitlement to put up construction on the said Land 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 title of the said Trust to the said Land and 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, Bandra, Goregaon and Borivali for the years 1991 to 2021 (30 years) and have also issued public notices in 2 (two) newspapers viz. Business Standard (Mumbai edition) and Aapla Mahanagar (Mumbai edition) both dated 29th April, 2021 for inviting claims in respect of the said Land.
3. During the course of such 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:
 - a. At all relevant times prior to 30th September, 1963 one Mr. Jerambhai Gopalji Patel (hereinafter referred to as "**Jerambhai**"), was seized and possessed of or otherwise well and sufficiently entitled as the sole and absolute owner of all that piece and parcel of land admeasuring in aggregate 8,022.90 square meters or thereabouts (as per the Property Register Cards) bearing Survey no. 45 A/1 and bearing corresponding CTS Nos. 514, 514/1 to 514/18, all of Village Malad (north), Taluka Borivali in the Registration District of Mumbai Suburban lying being and situate at Malad (West), Mumbai (hereinafter referred to as "**the First Land**").
 - b. By and under a Deed of Conveyance dated 30th September, 1963, made and executed between the said Jerambhai and the said Trust (through its then existing trustees), the said Jerambhai sold, transferred and conveyed to and in favour of the said Trust, all his right, title and interest into and upon the First Land, at and for the consideration and on the other terms and conditions more particularly mentioned therein. The said Deed of Conveyance dated 30th September, 1963 is registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM-R-2658-1963.

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- c. At all relevant times prior to 29th March, 1972 one Mrs. Halimbai Abdul Gani and Others (hereinafter collectively referred to as "**Halimbai and Others**"), were seized and possessed of or otherwise well and sufficiently entitled as the sole and absolute owners of all that piece and parcel of land admeasuring in aggregate 7,533.70 square meters or thereabouts (as per the Property Register Cards) bearing Survey no. 46 Hissa no. 1 and 2 (part) and bearing corresponding CTS nos. 512/B, 512/B/1 to 512/B/30, all of Village Malad (north), Taluka Borivali in the Registration District of Mumbai Suburban lying being and situate at Malad (West), Mumbai (hereinafter referred to as "**the Second Land**").
- d. By and under a Deed of Conveyance dated 29th March, 1972, made and executed between the said Halimbai and Others and the said Trust (through its then existing trustees), the said Halimbai and Others sold, transferred and conveyed to and in favour of the said Trust, all their right, title and interest into and upon the Second Land, at and for the consideration and on the other terms and conditions more particularly mentioned therein. The said Deed of Conveyance dated 29th March, 1972 is registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM-R-1556-1972.
- e. The First Land and the Second Land are contiguous parcels of land in aggregate admeasuring 15,556.60 square meters or thereabouts, being collectively the said Land herein.
- f. The said Trust is governed by its constitution approved in terms of Order dated 10th August, 2000, passed by the Hon'ble City Civil Court at Bombay in S. C. Suit no. 5808 of 1997 (hereinafter referred to as "**the said Suit**"). In terms of the decree obtained in the said Suit, a Deed of Declaration dated 2nd July, 1956 (hereinafter referred to as "**the Deed of Declaration**") that was previously made in respect of the said Trust, stood modified and amended, and the said Deed of Declaration and more particularly as per Clause 4 thereof, provides for vesting of the said Land, in the Board of Trustees of the said Trust.
- g. In the aforesaid circumstances and by virtue of the aforesaid documents, the said Trust became absolute owner in respect of the said Land.
- h. The said Trust had constructed certain buildings/structures on the said Land (hereinafter referred to as "**the said Old Structures**"), and had permitted certain third parties to use and occupy the premises/units constructed in the said Old Structures to various premises/units (hereinafter collectively referred to as "**the Occupants**") on a monthly tenancy/occupancy basis. The said Land and the said Old Structures are hereinafter collectively referred to as "**the said Property**").
- i. The said Trust was desirous of redeveloping the said Land by demolishing the said Old Structures and constructing on the said Land, new multistoried buildings.



- j. Accordingly, the said Trust, with a view to redevelop the said Property by demolishing the said Old Structures consulted with the Occupants of the said Old Structures to arrive at an understanding whereby the said Trust would redevelop the said Property through a third-party developer.
- k. By and under a Development Agreement dated 12th May, 2004 made and executed by the said Trust (through its trustees) in favour of the Developer (hereinafter referred to as "**the Development Agreement**"), the said Trust has granted development rights in respect of the said Property in favour of the Developer; and has appointed the Developer as a developer for undertaking the redevelopment of the said Property.
- l. Thereafter, the said Trust had submitted an application to the Joint Charity Commissioner, Maharashtra State, Mumbai, under Section 36(1)(a) of the Maharashtra Public Trusts Act, 1950 (formerly Bombay Public Trusts Act, 1950), seeking permission to redevelop the said Property as per the terms of the said Development Agreement. The Joint Charity Commissioner, Maharashtra State, Mumbai by its Order dated 30th March, 2005, granted permission to the said Trust for undertaking redevelopment of the said Property, by granting the development rights in respect thereof, in favour of the Developer.
- m. By and under a Supplemental Agreement dated 11th April, 2011, made and executed between the said Trust (through its trustees) and the Developer, certain further terms and conditions with respect to the redevelopment of the said Land were agreed upon between the parties thereto.
- n. The said Development Agreement had remained to be registered at the relevant time and accordingly, by and under a Deed of Confirmation dated 13th September, 2011, made and executed between the said Trust and the Developer, the parties thereto confirmed execution of the Development Agreement and the terms thereof; and the said Deed of Confirmation is registered with the Sub-Registrar of Assurances at Borivali no. 5 under serial no. BDR-11-8462-2011.
- o. As per the terms of the said Development Agreement, the Developer has been authorised to demolish the said Old Structures and construct on the said Land, new multistoried buildings (hereinafter referred to as "**the Proposed Buildings**"), wherein certain constructed premises were to be provided by the Developer to the said Trust and the Occupants; and the Developer was entitled to sell/dispose of the remaining premises in the Proposed Buildings to third parties, with the view that ultimately the purchasers/occupants of the various premises in each of the Proposed Buildings shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company, to whom the management and maintenance of the respective buildings (of the Proposed Buildings) would be handed over (hereinafter referred to as "**the Proposed Legal Entities**").



- p. Along with the said Development Agreement, the said Trust has also executed, 2 (two) separate Powers of Attorney dated 14th May, 2003 and 25th April, 2006, in favour of the partners of the Developer firm (hereinafter referred to as "**the Powers of Attorney**") in order to enable the Developer to effectively undertake the redevelopment of the said Property.
- q. The Developer has informed us that the Developer and the said Trust have executed various tripartite agreements for providing permanent alternate accommodation with each Occupant, whereby the Occupants have agreed to participate in the redevelopment of the said Property as contemplated in the Development Agreement and the Developer has delivered to each such Occupant premises in the Proposed Buildings (as elaborated hereinafter).
- r. In the circumstances above, the Developer has become entitled to undertake the redevelopment of the said Property.
4. We have perused the property register cards in respect of the said Land; and have noted that the name of the said Trust appears therein as holder of the said Land, save and except 2 (two) property register cards bearing CTS nos. 512/B/29 and 512/B/30, in aggregate admeasuring 56 square meters or thereabouts, of Village Malad (north), Taluka Borivali, Mumbai Suburban District.
5. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished by the Developer to us it appears that:
- a. Part of the said Land admeasuring 2,797.26 square meters or thereabouts, is encroached upon by various slum structures, and such slum structures are occupied by various slum dwellers, and accordingly the same may be developed by the Developer as per the applicable slum rehabilitation scheme in phased manner (hereinafter referred to as "**the Slum Area**").
- b. As per the Development Agreement and in particular Clause 42 thereof, certain physically sub-divided portion of the said Land (viz. portion of land bearing CTS no. 512/B) reserved for school (viz. buildable reservation of Municipal Primary School admeasuring approximately 1,895.80 square meters, as informed by the Developer) (hereinafter referred to as "**the School Reservation Area**"), is not subject matter of the redevelopment as contemplated under the Development Agreement, and the said School Reservation Area shall remain with the trustees (of the said Trust), to be dealt by them in the manner, they deem fit and proper. The Developer has informed us that, the trustees of the said Trust are solely entitled to deal with the said School Reservation Area and the Developer is not concerned with and/or claiming the same in redevelopment of the said Land.
- c. Within the said Land, there are certain other reservations including inter alia reservations for road setback admeasuring approximately 120.90 square meters and reservation for amenity, as per the Development Plan remarks



issued by the Municipal Corporation of Greater Mumbai ("**MCGM**") (hereinafter referred to as "**the Additional Reservations**") and which Other Reservations may be developed by the Developer. The Developer has informed us that the Developer may hand over the area of the Additional Reservations out of the said Land (with or without construction, as the Developer may deem fit and proper) to the MCGM or the Government of Maharashtra other concerned authorities and accordingly, for the purpose of such handing over certain parts of the said Land will be further sub-divided and the net area of the said Land may undergo changes pursuant to such handing over.

- d. The Developer had initially made an application to the MCGM for approval of layout plan in respect of the said Land and in response thereto the MCGM by its letter dated 17th July, 2003 bearing no. CHE/1177/BPWS/LOP sanctioned the layout plan in respect of the said Land under the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "**DCR, 1991**").
- e. Subsequently, the DCR, 1991 was revised/replaced/restated by the coming into force of the DCPR, and accordingly the Developer had made application to the MCGM for approval of amended layout plan in respect of the said Land and in reply thereto the MCGM by Layout Approval Letter dated 18th November, 2020 bearing no. CHE/1177/BP(WS)/LOP sanctioned the amended layout plan in respect of the said Land under the provisions of DCPR.
- f. Developer has informed us that, as per the layout sanctioned by the MCGM on or about 17th July, 2003, amended layout approval sanctioned on or about 18th November, 2020, and building approvals obtained by the Developer from time to time and further amendments thereto the Developer would be constructing on the said Land (excluding the buildings in the said layout to be constructed on the Slum Area portion of the said Land) in aggregate, 4 (four) number of buildings viz. Building No. 1, Building No. 3, Building No. 4, Building No. 5 (being the Proposed Buildings as aforesaid).
- g. Out of the Proposed Buildings, Building no. 1 and Building no. 5 are rehab buildings for the rehabilitation of the Occupants and Building no. 4 comprise of the constructed area/premises to be provided to the said Trust (hereinafter collectively referred to as "**the Rehab Buildings**"). The balance Building no. 3 comprises of the sale component available to the Developer for sale as aforesaid (hereinafter referred to as "**the Sale Building**").
- h. The Developer has informed us that the Developer has undertaken the development of the said Land in a phased manner and pursuant to demolition of the said Old Structures, the Developer has already constructed Building nos. 1 and 5 on a part of the said Land (hereinafter referred to as "**the Completed Rehab Buildings**") and the Developer has rehabilitated the Occupants in the said Completed Rehab Buildings, in accordance with the



- Development Agreement and their respective tripartite agreements for providing permanent alternate accommodation.
- i. The Developer has informed us that the Developer shall from time to time be making applications to the concerned authorities for the purpose of construction of the Building No. 4 (from the Rehab Buildings) and for undertaking the redevelopment of the Slum Area portion as aforesaid for the purpose of construction on the said Land.
 - j. The Developer, being desirous of putting up construction of the Sale Building on the said Land, had inter alia submitted plans for approval to the MCGM; and the MCGM has thereupon approved such plans and has issued an Intimation of Disapproval dated 9th June, 2021 regarding the Sale Building to be constructed on the said Land to the extent set out therein.
 - k. Pursuant thereto, on the basis of an application made by the Developer to the MCGM, the MCGM has issued a Commencement Certificate dated 15th July, 2021 and has thereby permitted the Developer to commence construction of the Sale Building on the said Land to the extent set out therein.
6. In the course of searches taken by us with the Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon and Borivali for the period from 1991 to 2021 (30 years), we have not come across any entries pertaining to any registered documents contradicting the aforesaid position.
 7. In pursuance of the public notices issued by us, we have till date not received any claims/objections.
 8. The Developer has informed us, that the Developer shall be making applications for further approval of plans for construction of the Sale Building on the said Land and issuance of commencement certificate in respect thereof, to MCGM and 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") The Developer has further informed us that the Developer shall be registering the remainder of the construction of the Slum Area forming part of the said Land as well as the other buildings to be constructed by the Developer in the layout of the said Land as separate and distinct real estate projects under the provisions of RERA.
 9. In the circumstances aforesaid, subject to what is stated herein above and subject to compliance of the terms and conditions as laid down by the MCGM in the above referred approvals granted by MCGM and subject to the contents of the documents referred to hereinabove, we are of the considered view and opinion that the said Trust (viz. Shri Saurashtra Dasha Shrimali Jain Bhojnalaya) is the owner of the said Land and that the said Trust's title to the said Land is clear and marketable and the Developer (viz. M/s. Vishal Constructions) is entitled to undertake development of the said Land by constructing the Proposed Buildings



(including inter alia the Sale Building) on the said Land in accordance with the terms and conditions of the Development Agreement and in accordance with the approvals already granted and to be further granted by the MCGM and other 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 comprised in the Sale Building to be constructed on the said Land in accordance with the Development Agreement.

SCHEDULE

(Description of the said Land)

All those pieces and parcel of land *(a)* admeasuring in aggregate 8,022.90 square meters or thereabouts (as per the Property Register Cards) bearing Survey no. 45 A/1 and bearing corresponding CTS Nos. 514, 514/1 to 514/18, and *(b)* admeasuring in aggregate 7,533.70 square meters or thereabouts (as per the Property Register Cards) bearing Survey no. 46 Hissa no. 1 and 2 (part) and bearing corresponding CTS nos. 512/B, 512/B/1 to 512/B/30, in aggregate admeasuring 15,556.60 square meters or thereabouts, all of Village Malad (north), Taluka Borivali in the Registration District of Mumbai Suburban lying being and situate at Malad (West), Mumbai.

For Law Scribes:



(Neil Mandevia)

Advocate & Solicitor