

KARTIK VEDANT, (M. Com LL. B)
ADVOCATE, HIGH COURT



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

LEGAL TITLE REPORT
(Under MahaRERA Circular No. 28 of 2021)

- Sub: Title Clearance Certificate with respect of all that piece and parcel of land admeasuring 4659.73 square meters or thereabouts bearing Final Plot ("F.P.") No. 646 of Town Planning Scheme No. III ("TPS - III") in Mahim Division in the registration district and Sub-District Mumbai city and situate, lying and being at Kapad Bazar Road, Mahim, G/N Ward, Mumbai 400 016 ("said Property").
- 1) I have investigated the title of the said Property on the request of Rising Sun Impex Private Limited (hereinafter "RSIPL"), having its address at Prestige Precinct, 3rd floor, Almeida Road, Panchpakhadi, Thane West, Mumbai 400601 and HRUB Infra Projects Private Limited ("HRUB Infra Projects"), having its address at 209, Amit Industrial Estate, Dr. SS Road, Parel, Mumbai 400012 and following documents namely:
- A) Description of the said Property: All that piece and parcel of land admeasuring 4659.73 square meters or thereabouts bearing F.P. No. 646 of TPS - III in Mahim Division in the registration district and Sub-District Mumbai city and situate, lying and being at Kapad Bazar Road, Mahim, G/N Ward, Mumbai 400 016 ("said Property").
- B) The documents of allotment of plot:
- (a) Notarised Development Agreement dated 3rd December, 2016 executed by and between Om Sainath Society (Proposed) and HRUB Infra Projects.
- (b) Power of Attorney of even date executed by the Promoters of Om Sainath Society (Proposed) in favour of HRUB Infra Projects and/or its nominees.
- (c) Letter dated 3rd December, 2016 issued by Om Sainath Society (Proposed) to Additional Collector, (Mumbai Division), Slum Rehabilitation Authority ("SRA").
- (d) Minutes of the Meeting of the General Body Resolution held on 31st March, 2019, for appointment of RSIPL together with HRUB Infra Projects as the new co-developers.
- (e) Letter of Intent dated 17th January, 2020 bearing reference no. SRA/ENG/2416/GN/ML/LOI issued by SRA in favour of RSIPL and HRUB Infra Projects.
- C) Property card issued by Assistant Superintendent cum City Survey Officer, Mumbai dated 31st December, 2018,
- D) Search report for 34 years from 1985 to 2019
- 2) On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of MCGM to the said Property is clear, marketable and without any encumbrances. Owner of the land Final Plot ("F.P.") No. 646 of Town Planning Scheme No. III ("TPS - III") is Municipal Corporation of Greater Mumbai ("MCGM").
- a. Original owners MCGM.
- b. MCGM has certified the slum as censused slum and the Slum dwellers has formed a society known as ; Om Sainath SRA CHS LTD.
- c. In pursuance to the development rights granted by the said Society in favor of M/s HRUB and M/s RSIPL as the developers to develop the said property and the Letter of Intent ("LOI") dated 17th January, 2020 bearing reference no. SRA/ENG/2416/GN/ML/LOI issued by SRA in favour of RSIPL and HRUB Infra Projects, RSIPL and HRUB Infra Projects are fully entitled to develop the said Property.
- d. Being the land owner of the said Property, MCGM has certified the slum as censused slum of the Slum Dwellers, who has formed themselves a co-operative housing society named as "Om Sainath SRA CHS Ltd.", and the said society has granted the development rights to RSIPL and HRUB Infra Projects and accordingly have obtained Letter of Intent ("LOI") dated 17th January, 2020 bearing reference no. SRA/ENG/2416/GN/ML/LOI issued by SRA.
- 3) The report reflecting the flow of the title of MCGM to the said Property is enclosed herewith as Annexure 'A'.

Encl: Annexure "A".

Dated 05th August, 2021

Yours faithfully,

Kartik Vedant
Kartike Vedant
Advocate, High Court

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Annexure 'A'

FLOW OF TITLE OF THE SAID PROPERTY

1. On perusal of the Survey/Property Register Card dated 31st December, 2018, issued in respect of F.P. No. 646 of TPS - III in Mahim Division, I note that Municipal Corporation of Greater Mumbai ("MCGM") is the owner and seized and possessed of and well and sufficiently entitled to all that piece and parcel of land admeasuring 4659.73 square meters or thereabouts bearing F.P. No. 646 of TPS - III in Mahim Division in the registration district and sub-district of Mumbai city and situate, lying and being at Kapad Bazar Road, Mahim, G/N Ward, Mumbai 400 016 ("**Property**").
2. It appears that the slum dwellers residing on the said Property formed themselves into a Society by the name of Om Sainath SRA Co-operative Housing Society (Proposed) ("**Om Sainath Society (Proposed)**") with a view to redevelop the Property.
3. By and under a General Body Resolution dated 11th April, 2010 passed by the Om Sainath Society (Proposed) *inter alia* resolved to appoint M/s. Gharandaj Builders as the developer of the Property.
4. By and under the Certificate dated 4th September, 2010 issued by MCGM it appears that, out of the total 187 huts, 124 huts were censused, 11 huts on T.P. Records, 17 huts were occupied by persons whose names appear in voters list prior to 1985 and eligibility of 27 huts were yet to be decided and 5 huts in numbers were in contravention as per the T.P. Records. A total of 152 huts were protected huts and therefore eligible for S.R.D Scheme.
5. On perusal of recitals of Operating Agreement dated 18th April, 2019 (described in paragraph 18 hereinbelow) it appears that, by and under an Order dated 3rd September, 2010 issued by Slum Rehabilitation Authority ("**SRA**"), the SRA appointed M/s. Gharandaj Builders as the developer of the said Property. However, M/s. Gharandaj Builders were unable to develop the Project in terms of the Order dated 4th September, 2010.

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6. In view thereof, Om Sainath Society (Proposed), by and under the minutes of the General Body Resolution dated 3rd June, 2012 *inter alia* resolved to cancel Development Agreement, Power of Attorney and Confirmation Deed in relation of M/s. Gharandaj Builders and terminated the appointment of Mr. K. R. Rege and unanimously agreed to appoint HRUB Infracon Private Limited ("**HRUB Infracon**") as the Developer of the said Property. I have been provided with the minutes of the General Body Meeting dated 3rd June, 2012.
7. By and under the notarised Development Agreement dated 28th July, 2012 made by and between the Promoters of Om Sainath Society (Proposed) as the 'Society' of the One Part and HRUB Infra Projects as the 'Developer' of the Second Part, the Om Sainath Society (Proposed) granted redevelopment rights to HRUB Infracon in respect of the Property, subject to the terms and conditions as contained therein.
8. Simultaneously with the Development Agreement dated 28th July, 2012, a Power of Attorney of even date was executed by the Promoters of Om Sainath Society (Proposed) wherein they nominated, constituted and appointed HRUB Infracon represented by its Chairman B. K. Avhad to do all acts, deeds, matters and things and to exercise all the powers and authorities as contained therein in respect of the Property.
9. By and under an Order bearing no. SRA/CEO/Om Sainath SRA CHS/ GN / 424 / 2012 dated 11th December, 2012, the SRA terminated the appointment of M/s. Gharandaj Builders and appointed HRUB Infracon as the developer for the said Property.
10. Vide an Order bearing file no. SRA/ENG/1173/ME/PL/LOI dated 23rd February, 2016, passed in the proceedings (Intervention Application) filed by SRA as 'Applicant' against M/s. Gharandaj Builders and Mr. K.R. Rege as 'Respondents' and Mrs. Asgari Begum Ansari & Ors as 'Intervenor' before the Chief Executive Officer, Slum Rehabilitation Authority, Bandra (East), it was directed *inter alia* to blacklist M/s. Gharandaj Builders as Developer in all slum

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- rehabilitation schemes in respect of which they were appointed as developer.
11. It appears that, HRUB Infracon failed to complete the payment of the first instalment of the land premium as a result of which MCGM did not issue NOC for issuance of Annexure -II in respect of the Property. Therefore, vide a General Body Resolution dated 2nd October, 2016 passed by Om Sainath Society (Proposed) *inter alia* terminated the appointment of HRUB Infracon as developers of the Property and appointed HRUB Infra Projects Private Limited ("**HRUB Infra Projects**") and cancelled the Development Agreement and Power of Attorney both dated 28th July, 2012 (as described hereinabove).
 12. I have been furnished with a copy of the Minutes of the Meeting dated 2nd October, 2016, wherein the members of Om Sainath Society (Proposed) resolved *inter alia* to terminate the appointment of HRUB Infracon as the developer to appoint HRUB Infra Projects as the developer for implementation of the SRA Scheme and accordingly undertaking redevelopment of the said Property. I note that the aforesaid resolution was consented by majority of the members present in the meeting as evidenced by the Attendance Sheet. I further note that the representative of the SRA was not present at the aforesaid meeting held for the appointment of HRUB Infra Projects. In the aforesaid meeting maximum of 181 members were present.
 13. By and under a letter dated 3rd December, 2016 issued by Om Sainath Society (Proposed) to Additional Collector, (Mumbai Division), SRA, under which it is stated that the Society terminated and cancelled the appointment of HRUB Infracon and appointed HRUB Infra Projects as a developer of the Property.
 14. By and under a notarized Development Agreement dated 3rd December, 2016 ("**Development Agreement**") executed by and between Om Sainath Society (Proposed), through (i) Sandhya Rajaram More (Chief Promoter); (ii) Dashrath Ramanna Madhival (Promoter); (iii) Kutubuddin H. S. Siddique (Promoter); (iv) Lekhraja

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Panchdev Morya (Promoter); (v) Laik Ahmed Sheikh (Promoter); (vi) Sheikh Mo. Aslam Hilaluddin (Promoter); (vii) Suryakant Lakshman Zendeekar (Promoter); (viii) Mohammad Idris Sheikh (Promoter); (ix) Shrikant Vishnu Sawant (Promoter); (x) Dillip Bhagoji Pangale (Promoter); (xi) Vanita Pralhad Dhanu (Promoter); (xii) Suvarna Jayaram Kalim, (xiii) Krushna Fatchsingh Kagade (Promoter), therein referred to as the 'Society' of the One Part and HRUB Infra Projects, therein referred to as 'Developer' of the Other Part, Om Sainath Society granted development rights to HRUB Infra Projects in respect of the said Property, subject to terms and conditions contained therein.

15. Simultaneously with the Development Agreement, Irrevocable Power of Attorney dated 3rd December, 2016, was executed wherein Om Sainath Society (Proposed), through (i) Sandhya Rajaram More (Chief Promoter); (ii) Dashrath Ramanna Madhival (Promoter); (iii) Kutubuddin H. S. Siddique (Promoter); (iv) Lekhraya Panchdev Morya (Promoter); (v) Laik Ahmed Sheikh (Promoter); (vi) Sheikh Mo. Aslam Hilaluddin (Promoter); (vii) Suryakant Lakshman Zendeekar (Promoter); (viii) Mohammad Idris Sheikh (Promoter); (ix) Shrikant Vishnu Sawant (Promoter); (x) Dilip Bhagoji Pangale (Promoter); (xi) Vanita Pralhad Dhanu (Promoter); (xii) Suvarna Jayaram Kalim, (xiii) Krushna Fatchsingh Kagade (Promoter), nominated, constituted and appointed HRUB Infra Projects and/or its nominees as their Constituted Attorney to do all the acts, deeds, matters and things and to exercise all the powers and authorities in the manner contained therein, in respect of redevelopment of the said Property.
16. On perusal of the aforementioned Power of Attorney dated 3rd December, 2016, I note that Clause No. 29 of the Power of Attorney provides that the Constituted Attorney therein shall be entitled to substitute and appoint from time to time one or more Attorney/s under the aforesaid Power of Attorney with the same or limited powers and to remove such substitute/s at pleasure and appoint another/others on such terms and confer upon him/them such powers and authorities as the Attorneys may think fit and proper.

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17. By and under a Common Consent Letter notarized on 3rd December, 2016 addressed to the Chief Executive Officer, SRA, 173 members in numbers *inter alia* consented for the appointment of HRUB Infra Projects as the developer for the implementation of the SRA Scheme in respect of the Om Sainath Society (Proposed).
18. By and under the Order bearing file no. SRA / Dy.Coll / 2016 / GN / 1931 dated 3rd January, 2017 ("**2017 Order**") passed in the proceedings filed by Om Sainath Society as 'Applicant' against HRUB Infracon and Prashant Chaudary as 'Respondents' before the Deputy Collector (City) SRA, Bandra (East), *inter alia* terminated the appointment of HRUB Infracon as the developer and directed the Executive Engineer, SRA to take necessary steps to enter the name of HRUB Infra Projects as the new developer of the Property.
19. I have been furnished with Minutes of the Meeting dated 3rd April, 2017, wherein Mrs. Sandhya R. More was appointed as the Chief Promoter, and the said meeting was attended by the SRA representative Mr. R. B. Jadhav. In the aforesaid meeting, it is noted that 151 members out of 173 eligible members consented for the implementation of the SRA Scheme.
20. It further appears that, HRUB Infra Projects made payment of Rs. 5,67,06,590/- (Rupees Five Crores Sixty-seven Lakhs Six Thousand Five Hundred and Ninety Only) out of total amount of Rs. 14,17,66,470/- (Rupees Fourteen Crores Seventeen Lakhs Sixty-six Thousand Four Hundred And Seventy Only) being the first instalment towards the land premium and obtained NOC to issue Annexure - II for SRA scheme, from the Office of the Assistant Commissioner (Estates), MCGM vide its letter bearing reference no. AC/Estate/338/A.E(I),II dated 6th April, 2017 subject to the terms and conditions to be complied with as contained therein.
21. I have been furnished with a copy of letter bearing reference no. AC/Estate/338/A.E.(I) II dated 6th April, 2017 issued by the Office of the Assistant Commissioner (Estates), MCGM, wherein no objection/ consent was given to HRUB Infra Projects to issue Annexure II for the implementation of the Slum Rehabilitation Scheme under DCR

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- 33(10) in respect of the Property after receiving the payment of the first instalment, subject to the terms and conditions contained therein.
22. I have been furnished with the letter bearing reference no. Kr/Zopupra/Sanis//Karyasan-1, TC-3/year2017/1322 dated 11th May, 2017, wherein HRUB Infra Projects was appointed as developer of the Property and the same was voted in its favour by majority of the members of the Om Sainath Society (Proposed).
23. I have also been furnished with a copy of Annexure II issued by Assistant Commissioner, G/N ward, MCGM, in respect of the Om Sainath Society (Proposed) and on perusal thereof, I note that 173 have been declared eligible and all 173 slum dwellers have given their consent.
24. I have perused a copy of one such undated Individual Consent stamped in the year 2011 addressed by a member of the Om Sainath Society (Proposed) whereunder the said member consented and confirmed the appointment of HRUB Infra Projects as the developer of the Property, in the manner and on the terms and conditions mentioned therein. I have not independently examined all the other Individual Consents executed by other members of the Om Sainath Society (Proposed) and I have been informed by HRUB that similar consents have been obtained from the other members of Om Sainath Society (Proposed).
25. I have perused an Individual Agreement in the year 2019 notarised on 14th December, 2019 executed by and between Suraj Jaiswal as the 'Slum Dweller' of the First Part, RSIPL as 'First Developer' of the Second Part and HRUB Infra Projects as 'Second Developer' and collectively as 'Developers', and Om Sainath Society (Proposed) as the 'Society' of the Third Part wherein HRUB Infra Projects has agreed to allot to the residential Slum Dweller therein a permanent alternate accommodation as per the existing norms of SRA and as mentioned in the Individual Agreement, and for commercial premises as per the provisions of SRA and as mentioned in the Individual

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Agreement. I have not independently examined all the other Individual Agreements executed by HRUB Infra Projects with the slum dwellers of Om Sainath Society and I have been informed by HRUB Infra Projects that similar agreements have been obtained from the other members of Om Sainath Society (Proposed).

26. By and under the Application (L) No. 139 of 2018 filed by Nikhil Mohandas as 'Applicant' against HRUB Infracon, HRUB Infra Projects, Om Sainath Society (Proposed), Bastiram Kacharu Avhad and Urmila Bastiram Avhad as 'Respondents' before the Apex Grievance Redressal Committee, Government of Maharashtra, the Applicant prayed *inter alia* for (a) quashing and setting aside the 2017 Order (as defined hereinabove) and (b) to restore HR&UB Infracon as the rightful developer. The said Application was heard by the Committee and Order dated 12th October, 2018 was passed upholding the 2017 Order.
27. By and under a copy of the Minutes of the Meeting of the General Body Resolution held on 31st March, 2019, wherein it was *inter alia* resolved to appoint RSIPL together with HRUB Infra Projects as the new co-developers/joint developers for the purpose of redevelopment of the said Property occupied by the members of the Om Sainath Society (Proposed) by implementing slum rehabilitation Scheme thereon. I note that 159 eligible members of the society were present.
28. By and under an Addendum dated 17th April, 2019 ("**Addendum**") to the Development Agreement executed by and between Om Sainath Society (Proposed), through (i) Sandhya Rajaram More (Chief Promoter); (ii) Dashrath Ramanna Madhival (Promoter); (iii) Kutubuddin H. S. Siddique (Promoter); (iv) Lekhiraja Panchdev Morya (Promoter); (v) Laik Ahmed Sheikh (Promoter); (vi) Sheikh Mo. Aslam Hilaluddin (Promoter); (vii) Suryakant Lakshman Zendekar (Promoter); (viii) Mohammad Idris Sheikh (Promoter); (ix) Shrikant Vishnu Sawant (Promoter); (x) Dilip Bhagoji Pangale (Promoter); (xi) Vanita Pralhad Dhanu (Promoter); (xii) Suvarna Jayaram Kalim, (xiii) Krushna Fatehsingh Kagade (Promoter), therein referred to as 'Society' of the One Part and HRUB Infra Projects therein referred to as the 'First Developer' of the First Part and RSIPL therein referred to

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as the Second Developer of the Second Part, HRUB Infra Projects and Om Sainath Society jointly appointed RSIPL as the co-developer/joint developer, in respect to the said Property and upon the terms and conditions contained therein.

29. Pursuant to the Addendum to the Development Agreement, a notarised Power of Attorney dated 17th April, 2019, the Promoters of Om Sainath Society (Proposed) nominated, constituted and appointed HRUB Infra Projects as 'First Developer' and RSIPL as the 'Second Developer' as their Constituted Attorneys, to do various acts, deeds, matters and things and to exercise all the powers and authorities in respect of redevelopment the said Property.
30. By and under a notarized Operating Agreement dated 18th April, 2019 ("**Operating Agreement**") executed by and between HRUB Infra Projects, therein referred to as the 'HRUB' of the One Part and RSIPL of the Other Part, the parties recorded, defined and set out their respective roles and responsibilities for the implementation of the development of the said Property, at and for a consideration and upon the terms and conditions contained therein.
31. Pursuant to the Operating Agreement, notarized Power of Attorney dated 18th April, 2019, HRUB Infra Projects nominated, constituted and appointed RSIPL as their Constituted Attorney, and conferred upon RSIPL certain powers and authorities more particularly specified therein, to enable RSIPL to perform its roles and responsibilities as more particularly specified in the Operating Agreement.
32. Under the letter issued by MCGM bearing reference no. CHE/24/DPC/G/N dated 4th July, 2019 to HRUB Infra Projects, stating that the said Property does not fall under CRZ.
33. Om Sainath Society (Proposed) registered themselves into a co-operative housing Society named as Om Sainath SRA Co-operative Housing Society Limited under the provisions of the Maharashtra Co-operative Societies Act, 1960 having the Registration Certificate

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dated 9th January, 2020 bearing No.
M.U.M./S.R.A./H.S.G./(T.C.)/13188/2020 issued by Assistant
Registrar of Co-operative Society.

34. By and under the Letter of Intent ("LOI") dated 17th January, 2020 bearing reference no. SRA/ENG/2416/GN/ML/LOI issued by SRA in favour of the Arun Gurav, the License Surveyor and RSIPL and HRUB Infra Projects, the Developers and the OM Sainath Society (Registered) in respect of the said Property. The Slum Rehabilitation Scheme under DCR 33(10) DCP Regulations, 2034 on the said Property was considered and principally approved, on the terms and conditions contained therein.
35. By and under the Revised LOI dated 18th December, 2020 bearing reference No. SRA/ENG/2416/GN/ML/LOI issued by the SRA in the favour of RSIPL and HRUB Infra Projects as the Developers, the sanctioning of FSI of 5.54 (Five Point Five Four) was approved as per Section 33(10) of the Development Control and Promotion Regulations, 2034 upon the terms and conditions contained therein.
36. By and under an Intimation of Approval bearing reference No. SRA/ENG/GN/MCGM/0143/20100903/AP/R dated 21st January, 2021, the proposal by RSIPL and HRUB Infra Projects for construction of the Rehab building on the said Property was approved under Section 45 of the Maharashtra Regional and Town Planning Act, upon the terms and conditions contained therein.
37. By and under the letter issued by the MCGM in respect of Town Planning Scheme Remarks bearing reference no. CHE/DP/TPRF202103111311618/TPS/10.3.2021, the Property is affected by a reservation of municipal primary school on the portion of the Property.
38. By and under an Intimation of Approval bearing reference No. GN/MCGM/0143/20100903/AP/S dated 30th April, 2021, the proposal by RSIPL and HRUB Infra Projects for construction of the Sale building on the said Property was approved under Section 45 of

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the Maharashtra Regional and Town Planning Act, upon the terms and conditions contained therein

39. By an under the Commencement Certificate bearing reference No. SRA/ENG/GN/MCGM/0143/20100903/AP/R dated 4th May, 2021 issued by SRA, the SRA sanctioned the plans and granted permission to commence the Rehab building upto plinth on the said Property under Section 44 and 69 of the Maharashtra Regional and Town Planning Act, 1966 upon the terms and conditions contained therein.
40. By and under the Revised LOI dated 19th May, 2021 bearing reference No. SRA/ENG/2416/GN/ML/LOI issued by the SRA in the favour of RSIPL and HRUB Infra Projects as the Developers, the sanctioning of FSI of 5.62 (Five Point Six Two) was approved as per Section 33(10) of the Development Control and Promotion Regulations, 2034 including to state that developer shall handover the Municipal Primary School reservation admeasuring 780.64 square metres to MCGM free of cost and upon the terms and conditions contained therein.
41. I have been informed by HRUB Infra Projects that it has obtained individual consents and executed Individual Agreement for permanent alternate accommodation by 185 slum dwellers of the Om Sainath Society (Proposed).
42. For issuance of this Legal Title Report, I have caused searches to be carried out in the office of Sub-Registrar of Assurances in respect of the said Property and in pursuance thereof, I have been furnished with (a) Search Report dated 16th April, 2019 issued by Mr. Eknath Gaokar, Search Clerk for a period from 1985 to 2019 (34 years); (b) Search Report dated 19th April, 2021 issued by Mr. Eknath S. Gaokar, Search Clerk for a period from 2019 to 2021 (2 years)
 - a. The aforesaid Search Report dated 16th April, 2019 does not record any documents in respect of the said Property.

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- b. The aforesaid Search Report dated 19th April, 2021 further records an Affidavit dated 8th February, 2021, registered with the Sub-registrar of Assurances under Serial No. 4418 of 2021 executed by HRUB Infra Projects and RSIPL to the Deputy Engineer, SRA. I have perused the same and note that the same is in respect of development of the said Property.
43. For issuance of this Legal Title Report, I have caused searches to be carried out on the online portal of the Ministry of Corporate Affairs with respect to the pending charges created in respect of HRUB Infra Projects and RSIPL ("**ROC Report**") and I have been provided with a ROC Report dated 14th April, 2021 issued by Ms. Jinal Dawda, Practicing Company Secretary in respect of HRUB Infra Projects upon perusal of which I note that no charges have been recorded in the ROC Report in respect of the Property. Vide an email dated 4th February, 2021 from Ms. Jinal Dawda, Company Secretary states that there no charges that have been created for RSIPL in respect thereof.
44. For issuance of this Legal Title Report, I have cau/sed searches to be carried out on the portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of the said Property and I have been provided with a Search Report dated 12th April, 2021 issued by Ms. Jinal Dawda, Practicing Company Secretary. On perusal of the aforesaid Search Report, I note that no charges/ security interest has been created in respect of said Property, by RSIPL and/or HRUB Infra Projects in respect thereof.

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