

Off.: 13, Hamam House, Ground Floor, Ambalal Doshi Marg,
(Hamam Street), Fort, Mumbai-400 001.

Ref. No.

Date :

REPORT ON TITLE

Re: Property being all that piece or parcel of land or ground admeasuring 1500.99 Sq. Mtrs. (652.56 Sq. Mtrs. Bldg. No.53 with Tit-Bit Area + 601.25 Sq. Mtrs. NDR-12 Plot Area + 96.25 Sq. Mtrs Area under Access + 119.13 Sq. Mtrs. Present Plot Area + 31.80 Sq. Mtrs. Area affected by Road Curve (Road Set-Back) as per MHADA bearing Survey No.14(Part) and C.T.S No. 34 (Part) situated at Tilak Nagar, Chembur, Mumbai- 400089 in Registration District and Sub-District of Mumbai City and Mumbai Suburban.

.... **The said Property/entire property.**

Our clients, M/s. Shilpriya Builders and Developers, a Partnership firm registered under the provisions of the Indian Partnership Act 1932, having its Office at 104, Central Facility Building No.2, Sector 19, Vashi, Navi Mumbai – 400 703 (for short “**the Developers**”) who have been granted development rights by Tilak Nagar Sahajeevan Co-Operative Housing Society Limited (for short “**the Society**”) under an Development Agreement dated 14th September, 2007 read with Supplementary Development Agreement dated 11th July 2018, both duly registered with the Concerned Registration Authority (for short “**the said Agreements**”), have handed over to us the copies of the following documents to verify its title to carry out development of the said property/entire property as envisaged under the said Agreements; being free from encumbrances, claims and demands and requested us to issue our Report on Title.

- a. Copy of Indenture of Lease dated 19th June 1993, registered with the Sub-Registrar of Assurances at Bandra under Serial No.P-2335/2336 of 1993.

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- b. Copy of Deed of Sale dated 19th June 1993, registered with the Sub-Registrar of Assurances at Bandra under Serial No.P-2337/2338 of 1993.
- c. Copy of Agreement dated 7th October 2000, executed by and between the Society and M/s. Sharda Builders and Developers.
- d. Copy of NOC under reference No. CO/MB/ARCH/NOC/F-4215/2001 dated 3rd September 2001 issued by MHADA.
- e. Copy of I.O.D. under reference No. CE/5503/BPES/AM dated 1st October, 2002 issued by MCGM.
- f. Copies of Termination Notice/Letter dated 10th January, 2005 issued by the Society to M/s. Sharda Builders and Developers and dated 12th January, 2005 issued by the Society to Mr. Govind B. Karadkar Architect of M/s. Sharda Builders and Developers.
- g. Memorandum of Understanding dated 20th January 2005, executed between the Society and the Developers.
- h. Copy of Commencement Certificate under reference No. CE/5503/BPES/AM dated 27th June 2005 issued by MCGM.
- i. Development Agreement dated 14th September 2007, executed by and between the Society and the Developers, registered with the Sub-Registrar of Assurances at Kurla No.1 under Serial No.BDR-3/6739/2007.
- j. Power of Attorney dated 14th September 2007, executed by the Society in favour of the Partners of the Developers, registered with the Sub-Registrar of Assurances at Kurla No.1 under Serial No.BDR – 3/6740/2007.
- k. Copy of Offer Letter under reference No. CO/MB/ARCH/NOC/F-2271/2008 dated 30th April, 2008 issued by MHADA.
- l. Copy of Deed of Supplementary Lease dated 9th March 2010, registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3/3361/2010.

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- m. Copy of NOC under reference No. CO/MB/ARCH/NOC/F-1654/2010 dated 17th March 2010 issued by MHADA.
- n. Copy of NOC under reference No. CO/MB/ARCH/NOC/F-5366/2010 dated 17th August 2010 issued by MHADA.
- o. Copy of Letter issued by MHADA under reference No. EE/HSD/MB/1752/2010 dated 26th April, 2010 in respect of handing over of NDR Plot No.12 to the Society
- p. Copy of Demarcation Letter under reference No, EE/HKD/MB/3482/2018 dated 6th June 2018 issued by MHADA alongwith plan attached thereto inter alia demarcating the total plot area of the Society's property (being Building No. 53 alongwith NDR-12 plot, i.e. the said property/entire property) as 1500.99 Sq. Mtrs.
- q. Copy of Offer Letter bearing reference No. CO/MB/REE/NOC/F-227/945/2018 dated 8th June, 2018 issued by MHADA.
- r. Supplementary Development Agreement dated 11th July 2018, executed by and between the Society and the Developers, registered with the Sub-Registrar of Assurances at Kurla No.5 under Serial No.KRL-5/9554/2018.
- s. Power of Attorney dated 11th July, 2018 executed by the Society in favour of the partners of the Developers, registered with the Sub Registrar of Assurance at Kurla No. 5 under Serial No. KRL-5/9554/2018.
- t. Copy of NOC under reference No. CO/MB/ARCH/NOC/F-983/2020 dated 26th October 2020 issued by MHADA.
- u. Copy of Amended Plans bearing (i) reference No. CE/5503/BEPS/AM dated 3rd March 2018 issued by MCGM (ii)reference No. MH/EE/(B.P.)GM/MHADA-25/048/2018 dated 10th August 2018 and (iii) reference No. MH/EE/(B.P.)GM/MHADA-25/048/2021 dated 25th March, 2021 both issued by Building Permission Cell, Greater Mumbai/MHADA.

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- v. Copy of Further Commencement Certificate bearing reference No. MH/EE/(B.P.)/GM/MHADA-25/048/2018 dated 18th December 2018 issued by Building Permission Cell, Greater Mumbai/MHADA bearing re-endorsement of 4th May, 2021.
- w. P.R. Card in respect of C.T.S No. 34.
- x. Public Notice issued in the newspapers of "Free Press Journal" and "Nav Shakti" both in their respective issue of 18th January, 2021.
- y. Search Report dated 3rd March 2021 by Mr. Sameer M. Sawant, Search Clerk.
- z. Declaration of MANGALDAS MANJI BHANUSHALI & 3 Ors., being the Partners of the Developers Notarized on 6th May 2021.

1. Based on the documents forwarded to us and on verification thereof the following facts have emerged:-

- a. By an Indenture of Lease dated 19th June 1993, registered with the Sub-Registrar of Assurances at Bandra under Serial No. P-2335/2336 of 1993 dated 25th June 1993, Mumbai Housing And Area Development Authority (MHADA) demised by way of Lease in favour of the **Society** all that piece and parcel of land situate and lying underneath and appurtenant of Plot No.53 bearing Survey No.14 (Part) and City Survey No.34(Part) admeasuring 1374.88 Sq. Mtrs. or thereabout at Tilak Nagar, Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District (for brevity's sake hereinafter referred to as "**the said Original Plot**"), for a period of 99 years commencing from 1st April 1980, subject to the covenants contained on the part of the Society as recorded therein.
- b. By a Deed of Sale dated 19th June, 1993, registered with the Sub-Registrar of Assurances at Bandra under Serial No. P-2337/2338 of 1993 dated 25th June 1993, MHADA sold and conveyed unto and in favour of the Society the then existing building known as "**Building**

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No.53” which was consisted of Ground + 2 Upper Floors comprising of total 36 (thirty six) residential tenements occupied by the Original Allottees/Tenants; at or for the consideration and subject to the covenants contained therein (for brevity’s sake hereinafter referred to as “**the existing building**”)

- c. The said Original Plot and the then said Building No.53, unless otherwise specifically described/referred are hereinafter collectively referred to as “**the said property**”.
- d. By an unregistered Agreement dated 7th October 2000, the Society granted in favour of M/s. Sharda Builders and Developers development rights in respect of the said property. Pursuant to the said Agreement the said M/s. Sharda Builders and Developers obtained I.O.D. bearing reference No. CE/5503/BEPS/AM dated 1st October 2002 in accordance with NOC bearing reference No. CO/MB/ARCH/NOC/F-4215/2001 dated 3rd September 2001 both issued by MHADA, for construction of building on the said property and as per the said Agreement, the said M/s. Sharda Builders and Developers were to complete the development work within the stipulated period (including grace period); however, as the said M/s. Sharda Builders and Developers carried out the construction of the building upto 2nd Floor and stopped the construction work without intimating any valid reason to the Society for doing so and did not complete the construction work as per the Agreement dated 7th October 2000, the Society by its Termination Notice/Letters dated 10th January 2005 issued to M/s. Sharda Builders and Developers and dated 12th January 2005 to Mr. Govind B. Karadkar Architect of M/s. Sharda Builders and Developers, informed about termination/cancellation of the said Agreement dated 7th October, 2000 and further as neither of the said M/s. Sharda Builders and Developers and/or the said Architect replied to the said Notice/Letter, the contents therein remained unchallenged and accordingly the Agreement dated 7th October, 2000 executed in favour of M/s. Sharda Developers and Developers stood cancelled and inoperative and the parties therein ceased to act thereon.

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- e. Subsequently, the Society in its General Body Meeting dated 11th July, 2004 unanimously passed a resolution entrusting its Managing Committee to decide suitable Developer who can complete the redevelopment work of the said property and pursuant to the same the Society executed Memorandum of Understanding (MOU) dated 20th January, 2005 in favour of the Developers confirming the terms agreed upon between the Society and the Developers, as regards redevelopment of the said property.
- f. As per the terms of the resolution passed in the Society's General Body Meeting dated 11th July, 2004 and in furtherance of MOU dated 20th January 2005, by an Agreement of Development dated 14th September 2007, registered with the Sub-Registrar of Assurances at Kurla No.1 under Serial No.BDR-3/6739/2007 dated 14th September 2007, the Society granted development rights in favour of the Developers to carry out redevelopment as envisaged thereunder, at or for the consideration (monetary and non monetary) and upon the terms and conditions recorded therein.
- g. The Society also authorized, appointed and nominated the Partners of the Developers to do and perform various acts, deeds, things and matters including to apply for and obtain all requisite NOCs, permissions, approvals, sanctions, certificates, etc. and carry out and complete the redevelopment of the said property as more particularly recorded in the Power of Attorney dated 14th September 2007, registered with the Sub-Registrar of Assurances at Kurla No.1 under Serial No.BDR-3/6740/2007 dated 14th September, 2007.
- h. Pursuant to the authority given/granted by the Society, the Developers completed the construction of 11 (eleven) storey building (now being "the transit accommodation") which was partly constructed by the erstwhile Developers i.e. M/s. Sharda Builders and Developers, wherein 30 (thirty) Members out of total No. of 36 (Thirty Six) Members have been allotted flats.

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- i. In view of the fact that an area admeasuring 925.54 Sq. Mtrs. out of the Original Plot leased to the Society vide the said Indenture of Lease dated 19th June, 1993 was affected under Road Widening Project taken by Mumbai Metropolitan Regional Development Authority (MMRDA) of Santacruz Chembur Link Road and the same was required to be handed over to MMRDA for the said public purpose, the Society requested MHADA for allotment of adjacent Plot bearing No.NDR-12 admeasuring 751.35 Sq. Mtrs. and in accordance with the said request MHADA in furtherance of its Offer Letter dated 30th April 2008 and upon payment of the required amount, vide its Resolution bearing No.6444 dated 20th August, 2009 resolved to allot the vacant Plot No.NDR-12 admeasuring 751.35 Sq. Mtrs. to the Society.
- j. MHADA by and under a Deed of Supplementary Lease dated 9th March 2010, registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3/3361/2010 dated 23rd March, 2010 demised unto and in favour of the Society all that piece and parcel of Plot of Land admeasuring 751.35 Sq. Mtrs. being Plot No.NDR-12 of Survey No.14, C.T.S. No.34 (Part) at Tilak Nagar, Chembur, Mumbai – 400 089, in the Registration Sub-District of Kurla, Mumbai District for a lease period of 30 (thirty) years with effect from the date of possession of the said plot of land; subject to the covenants contained on the part of the Society as recorded therein and in furtherance of the said Deed of Supplementary Lease dated 9th March 2010, MHADA vide its Letter dated 26th April, 2010 bearing reference No. EE/HGD/MB/1752 handed over possession of the Plot No.NDR-12 admeasuring 751.35 Sq. Mtrs. to the Society.
- k. On applications and representations being made, in furtherance of NOC dated 3rd September 2001, MHADA issued its NOC bearing reference No. CO/MB/ARCH/NOC/F-1654/2010 dated 17th March 2010 and thereafter issued its further NOC bearing reference No. CO/MB/ARCH/NOC/F-5366/2010 dated 17th August 2010, for the purpose of construction on the said property.

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- l. On application being made the Executive Engineer, Kurla Division/Mumbai Board of MHADA by its letter bearing reference No.EE/HKD/MB/3482/2018 dated 6th June, 2018 demarcated the Plot boundaries at Site, as shown on the plan attached thereto and as per the same the total Plot area of the said Society is demarcated/confirmed as 1500.99 Sq. Mtrs. {which includes the Plot area of Building No.53 (already demolished) with Tit-Bit area, area under plot NDR-12, area under access, present Plot area and area affected by road curve (road set back), **being the said property/entire property;**
- m. In view of the incidents that have taken place, the time that has lapsed, change in the policy of MHADA related to Floor Space Index (FSI), upon the suggestion of the Society, the Society and the Developers by and under a Supplementary Development Agreement dated 11th July 2018, registered with the Sub-Registrar of Assurances at Kurla No.5 under Serial No.KRL-5/9554/2018 dated 11th July, 2018 recorded the modified terms and conditions as agreed upon and mentioned therein and further admitted and acknowledged the rest of the terms of the Development Agreement dated 14th September, 2007, on the terms and conditions as recorded therein.
- n. On the basis of the said Supplementary Development Agreement dated 11th July 2018, the Society in addition to Power of Attorney dated 14th September 2007 granted certain powers in favour of the Partners of the Developers to do and perform various acts, deeds, things and matters, as more particularly recorded in Power of Attorney dated 11th July 2018, registered with Sub Registrar of Assurances at Kurla No. 5 under Sr. No. KRL-5/955/2018 dated 11th July 2018.
- o. In response to the various applications and representations being made by the Developers, the Resident Executive Engineer, MH and AD Board of MHADA issued its Offer Letter bearing the reference

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No. CO/MB/REE/NOC/F-227/945/2018 dated 8th June 2018 and on basis thereof the Building Permission Cell, Greater Mumbai/MHADA issued Amended plans under reference No. MH/EE/(B.P.)GM/MHADA-25/048/2018 dated 10th August 2018 and subsequently issued further Commencement Certificate bearing reference No. MH/EE/(B.P.)GM/ MHADA-25/048/2018 dated 18th December 2018.

- p. Thereafter on further applications being made, the said Resident Executive Engineer issued its NOC bearing reference No. CO/MB/REE/NOC/F-227/983/2020 dated 26th October 2020 and in furtherance thereof the Building Permission Cell, Greater Mumbai/MHADA issued further Amended Plans under reference No. MH/EE/(B.P.)GM/ MHADA-25/048/2021 dated 25th March 2021 and accordingly granted its re-endorsement dated 4th May 2021 on the said further Commencement Certificate dated 18th December 2018; for the purpose of construction of building/s on the said Property, on the terms and condition as mentioned therein and as per the said various NOC's, approvals and sanctions issued/granted by the Concerned Departments of MHADA, the Developers are presently permitted to use and consume BUA of 4728.16 Sq. Mtrs. for the purpose of construction of building/s on the said property (which includes the transit accommodation having an area of 1353.82 Sq. Mtrs.).
- q. As recorded in the Development Agreement 14th September, 2007 read with Supplementary Agreement dated 11th July 2018 (being the said Agreements), the Developers have agreed to carry out the redevelopment of the said property by having construction of 2 (two) Wings in 2 (two) Phases, i.e. Phase - I (i.e. "A" Wing) consists of Ground/Stilt + 14 Upper Floors (having 55 flats and 1 shop), wherein 35 (Thirty Five) Members of the Society shall be re-accommodated in residential premises/flats and rest of 20 (Twenty) Flats and 1 (One) Shop are available to the Developers for free sale and after shifting of the said 35 Members to Wing A, the said transit

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accommodation shall be demolished and thereafter the Developers shall carry out construction of Phase – II (i.e. “B” Wing) presently proposed to have Ground/Stilt + 14 Upper Floors (as may be permitted by the Concerned Development Authorities), wherein 1 (one) residential premises shall be provided to the remaining One member of the Society and the rest of the premises will be available to the Developers for free sale.

2. By virtue of the aforesaid facts and documents, the Developers are entitled to carry out the development of the entire property by construction of 2 (two) Wings in Phase wise manner, as envisaged under the said Agreements and as permitted/to be permitted by the Concerned Department Authorities including MHADA.

3. We have caused Public Notices issued in the newspapers of “Free Press Journal” and “Nav Shakti” both in their respective issues of 18th January 2021, inter alia, inviting claims, if any from public at large, in respect of the said Property described therein and in response to the said Public Notices, we have, till date, not received any claim from public at large.

4. We have also caused Searches taken through a Search Clerk Mr. Sameer M. Sawant in respect of the said Property in the Office of Concerned Registration Authority being at Bandra and Old Custom House, Fort, Mumbai from the year 1991 to February 2021 (Last 31 years) respectively and also in the offices of the Sub-Registrar of Assurances (Kurla – 1, 2, 3, 4 & 5) at Chembur, Nahur and Vikhroli from the year 2002 to February 2021 (Last 20 Years). From the Search Report we did not find any encumbrances on the right of the Developers to undertake the development as envisaged under the said Agreements.

5. By a Declaration-Cum-Confirmation notarized on 6th May 2021, the Developers have, inter alia, declared and confirmed that they have not done omitted or committed to do any acts, deeds, things or matters nor entered into any arrangement or agreement with any person or persons nor created any encumbrance of whatsoever nature including by way of possession,

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sub-development right, joint venture, partnership, LLP or otherwise with any other person or persons by which or by reason whereof its right, title and interest in respect of the development by construction of the buildings i.e. Wing "A" and Wing "B" on the entire property is/are adversely affected or seriously prejudiced. By the said Declaration, the Developers have inter alia undertaken that on creating any encumbrance on their right in respect of the development as envisaged under the said Agreements, they shall intimate to us and shall not use our Report on Title.

6. Based on the above facts and documents, subject to what is stated hereinabove, the right of the Developers to carry out development of the entire property by having construction of Phase - I (i.e. "A" Wing), as envisaged under the said Agreements i.e. Development Agreement dated 14th September, 2007 read with Supplementary Development Agreement dated 11th July, 2018 and deal with the free sale premises/flats therein is free from all encumbrances claim and demands.

Dated this 7th day of May 2021.

For M/s. Pramodkumar & Co.(Regd.)

M. P. Vora

Partner

Advocates & Solicitors.

