

To

MAHARERA,

MUMBAI, MAHARASHTRA

LEGAL TITLE REPORT

SUB: ALL THAT PIECE AND PARCEL OF LAND BEARING SURVEY NO. 14, C.T.S. NO. 13 (PART) AT TILAK NAGAR OF VILLAGE CHEMBUR AND C.T.S. NO. 506 (PART) OF VILLAGE KIROL, CHEMBUR TALUKA GHATKOPAR, TOTAL AREA ADMEASURING 1280.39 SQ. MTRS. AND ADDITIONAL LAND 531.98 SQUARE METERS AGGREGATING TO 1812.37 SQUARE METERS IN THE REGISTRATION DISTRICT OF MUMBAI SUBURBAN DISTRICT.

I have investigated the title of the said plot/ property on the request of M/s. SIA DEVELOPERS and following documents i.e.:-

1. PIECE AND PARCEL OF LAND BEARING SURVEY NO. 14, C.T.S. NO. 13 (PART) AT TILAK NAGAR OF VILLAGE CHEMBUR AND C.T.S. NO. 506 (PART) OF VILLAGE KIROL, CHEMBUR TALUKA GHATKOPAR, TOTAL AREA ADMEASURING 1280.39 SQ. MTRS. AND ADDITIONAL LAND 531.98 SQUARE METERS AGGREGATING TO 1812.37 SQUARE METERS IN THE REGISTRATION DISTRICT OF MUMBAI SUBURBAN DISTRICT.

2. The Documents of the Plot:-

- i. Lease Deed dated 20th September, 1997
- ii. Sale Deed Dated 20th September, 1997



- iii. Development Agreement dated 11th September, 2018
 - iv. NO-Objection received from MHADA dated 26th July 2011 bearing No. ARCH/NOC/F-167/5752/2011 ("**NOC**")
3. Property Card issued by Revenue Authority, name of the MHADA has been endorsed, dated 1965.
 4. Search Report for 30 years from 1992 till 2021, issued by Dattaram G. Sail

B. 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 TILAK NAGAR JAI HIND CO-OPERATIVE HOUSING SOCIETY LIMITED is clear, marketable and without any encumbrances and the Developer herein is duly authorized to carry out the construction.

Owner of the Land:-

1. MHADA is Lessor of CTS No. 13 (part)
2. MHADA is Lessor of CTS No. 506 (part)

C. The report reflecting the flow of the title of the Developer on the said land is enclosed herewith as Annexure.

Encl: Annexure

Dated:- 07/12/2021



Advocate

FLOW OF THE TITLE OF THE SAID LAND

FORMAT -A

At the instructions of **M/s. SIA DEVELOPERS**, a sole proprietary concern of Mr. **RAJESH DEDHIA**, having their address at Shop No.6, Asmi Dreamz, Junction of S V Road & M. G. Road, Goregaon West, Mumbai - 400 104 (hereinafter referred to as the "**Developer**"), I have investigated the Developer's right to develop the said property more particularly described in the Schedule hereunder written.

On perusal of the documents handed over to me and the information by the Developer, I here under set out my understanding as to the Developer's right and authority to develop the said property.

1. By a Lease Deed dated 20th September 1997 duly registered with the office of Sub-Registrar of Assurances bearing document Serial No. PBDR-3/1337/97 ("**Lease Deed**") Mumbai Housing And Area Development Board (previously known as "BOMAY HOUSING BOARD") (MHADA) demised by way of Lease the right, title and interest of all that piece and parcel of land bearing Survey No. 14, C.T.S. No. 13(part) at Tilak Nagar of Village Chembur and C.T.S. No. 506 (part) of Village Kiroi, Chembur, Taluka Ghatkopar, area admeasuring 1280.39 sq. mtrs. in the Registration District of Mumbai Suburban District (hereinafter referred to as the "**Plot**") for a period 99 years commencing from 1st

April 1980 in favor of the **TILAK NAGAR JAI HIND CO-OPERATIVE HOUSING SOCIETY LIMITED** (hereinafter referred to as "**Society**") subject to the covenants as recorded therein.

2. By a Sale Deed dated 20th September 1997 registered with the office of Sub-Registrar of Assurances at Bandra, bearing document Serial No. PBDR3/1339/97 dated 20th September 1997; MHADA sold and conveyed unto and in favor of the Society the then building known as "BUILDING NO. 80" which was consisted of Ground plus two Upper floors comprising of total 36 (thirty six) residential tenements who were the Original Allottees / Tenants; at or for the consideration and subject to the covenants contained therein. (hereinafter referred to as "**Erstwhile Building**") The Society comprises of 36 (Thirty-Six) registered members and shareholders. ("**Members**")
3. The Erstwhile Building was constructed 50 years prior by MHADA, was in a dilapidated condition and beyond repairs, hence the members of the Society decided to carry out redevelopment on the plot along with the erstwhile building. After following due process and procedures for appointment of Developer for re-development, the society members appointed M/s. S. D. Construction as a Sole Proprietary concern of Mr. Shekhar Sumant Dadarkar (hereinafter referred to as "**Erstwhile Developer**") to undertake the re-development of the society Plot and Erstwhile Building.
4. By a Development Agreement dated 12th November 2004 ("**Agreement**") executed by and between the society and the



erstwhile Developer read with Deed of Confirmation dated 19th June 2010 duly registered with the Sub-Registrar of Assurance at Kurla under serial No. BDR13/5970/2010 dated 22nd June, 2010; the society confirmed the appointment of the Erstwhile Developer and granted the development rights to carry out re-development by use of all the available FSI, TDR in respect of the plot and additional FSI in the approved layout Tilak Nagar as may be available and can be acquired and purchased from MHADA pursuant to its policy and upon the terms and conditions recorded therein.

5. The society has also executed the Power of Attorney dated 20th July, 2010 in favor of the erstwhile Developer to do and perform various acts, deeds, things and matters for development of the Plot and Erstwhile Building.
6. The erstwhile Developer has obtained intimation of Disapproval on 8th December, 2006 bearing CE/6133/BPES/AM/W
7. The Erstwhile Developer thereafter entered into permanent alternative agreement with all the 36 members herein of the society and they have vacated and handed over the possession of their respective tenements to the erstwhile Developer.
8. The erstwhile Developer had demolished the erstwhile building and obtained Commencement Certificate ("CC") dated 14th December, 2007.
9. When the Agreement was executed by the Society with the erstwhile Developer, the available FSI then was 2.4 as per the regulations of

MHADA and the offer was made accordingly. However due to the increase of FSI from 2.4 to 2.5 and the available layout FSI, the erstwhile Developer had given revised offer dated 20th March 2010 to the Society for utilizing aforesaid additional FSI and layout FSI.

10. The society had accepted the said revised offer of the erstwhile Developer and entered into a Deed of Modification dated 20th July 2010, duly registered with the Sub-Registrar of Assurances at Kurla No.3 under serial No. BDR13/06854/2010 dated 20th July, 2010 ("Deed of Modification") certain terms and conditions of the Agreement were revised inter alia based on revised offer on the terms and conditions mentioned therein.
11. MHADA has issued its NOC dated 26th July 2011 bearing No. ARCH/NOC/F-167/5752/2011 ("**NOC**") addressed to the Executive Engineer, Building Proposal Department on the application of the Society, for redevelopment of the erstwhile building based on proposal of society plot admeasuring about 1812.37 square meters (1280.39 as per Lease Deed + 531.98 square meters additional land) on terms and conditions mentioned therein. Hereinafter additional land area admeasuring 531.98 square meters shall be referred to as the "**Additional Plot.**"
12. The erstwhile Developer had demolished erstwhile building and obtained Commencement Certificate ("CC") dated 14th December, 2007.



13. As per the agreement, Deed of Modification and NOC, the erstwhile Developer was entitled to sell and allot 75 nos. of Residential Tenements and 16 commercial tenements ("Free Sale Premises") to the prospective purchasers and appropriate sale proceeds thereof;
14. The erstwhile Developer had obtained revised sanctioned plans from MCGM based on the FSI granted under NOC and as per the sanctioned plans the erstwhile Developer was entitled to construct new building comprising of 2 wings, namely Wing A comprising of Stilt (part) + 14 floors and Wing B comprising of Stilt (part) + 14 floors (hereinafter referred to as the "**New Building**")
15. As per the sanctioned plans and CC, the erstwhile Developer had casted slabs of A & B wing up to 6 floors.
16. The erstwhile Developer after casting aforesaid slabs was unable to carry on construction work as a result of which the work was stalled for almost 84 months and the Society followed up with the erstwhile Developer on a regular basis for completion of the construction of the New Building as erstwhile Developer was obligated to complete the construction of the new building and put the members of the society in possession of their respective new flats on or 1st August, 2012 as contemplated in the Agreement / Deed of Modification.
17. Despite vigorous follow up by the society the erstwhile Developer was not in a position to recommence and stalled development of the project and with a view to placate the society, introduced Shri Uday Prabhakar Sawant, Partner of M/s. Sakshi Life Style Infrastructure

Corporation ("**Contractor**") and erstwhile Developer issued society to execute Contract Agreement dated 3rd September 2016 ("**Contract Agreement**") with the erstwhile Developer, Contractor and allottees who have agreed to purchase the flats/shops from the erstwhile developer, the parties to the contract agreement arrived at an understanding to complete the construction of the new building on the terms and conditions mentioned therein.

18. However, the Contract Agreement was neither acted upon by the erstwhile Developer or the Contractor or the said purchasers who were in fact required to open an escrow account and deposit funds in the said account which were inter alia also to be used to pay compensation towards temporary alternate accommodation to the members of the society which temporary alternate accommodation compensation was unpaid since December 2015.
19. In the meantime the erstwhile Developer had defrauded various flat purchasers in different projects and the erstwhile developer was arrested by the Economic Offences Wing of the Mumbai Police and in view thereof the Society vide their notice dated 16th August 2017 terminated the Agreement, Deed of Modification and Power of Attorney and till date the erstwhile Developer has not challenged the termination of the Agreement, Deed of Modification and Power of Attorney. The society is in possession of the property.
20. The Society has also published public notice in newspapers viz The Free Press Journal Mumbai and Navshakti Mumbai dated 19th August, 2017

Informing public at large about the termination of Agreement, Deed of Modification and Power of Attorney.

21. The Society thereafter executed Construction Agreement dated 4th September 2017 ("Construction Agreement") with the Developer herein (therein referred to as the Contractor) to complete A wing to rehabilitate members on the terms and conditions mentioned herein.
22. In the meantime the Developer in his capacity as contractor had started the construction of the new building (under the aforesaid Construction Contract) and at the request of the society and members, paid the displacement charges to the members were unable to bear the charges for the same on their own.
23. The Society under the aforesaid Construction Agreement with the Developer herein was required to pay to the Developer (being contractor therein) construction costs and profit towards completion of the building for rehabilitation of the members and by deploying their own personal funds and the members of the society are finding it difficult to fund the construction activities including bear expenses for obtaining temporary accommodation without the Developer getting any right in respect of the FSI to be consumed for the purpose of constructing and completing the building and hence the society deliberated over the issue and decided to grant and assign the development rights to the Contractor (being the Developer herein) so that the FSI that may be available in respect of the property of the

society could be utilized by the Developer to construct the additional area and sell the same in the open market.

24. The Society therefore requested the Developer herein for submitting his offer for completing construction of the new building by consuming/loading entire potentials of the property as permissible under the applicable provisions of the MHADA, Development Control Regulations for Greater Mumbai, including the prevailing policy/circular and guidelines etc. of the MHADA/MCGM and also to deal with the flat purchasers from the erstwhile Developer as the Developer may deem fit.
25. The Developer herein given his offer dated 20th July, 2018 to the society.
26. The society and the members accepted the aforesaid offer to the Developer herein and selected the Developer herein to complete the redevelopment of the property and also agreed to grant and assign development rights with respect to the property. Accordingly, in a Special General Meeting of the society held on 5th August, 2018 the society and members have unanimously passed a resolution for appointment of the Developer for completion of the redevelopment rights with respect to the property.
27. The society in its Special General Meeting held on 5th August, 2018 which was attended by majority members unanimously approved the terms of the draft the Development Agreement and entered into the registered development agreement with the Developer dated 11th September 2018 under serial no. KRL4/11430/2018 through their

authorized representatives Ms. Olive Fernandes (Chairman), Ms. Hemangi Kambli (Hon. Secretary) and Mr. Vinod Kumar Singh (Treasurer) being members of the Managing Committee of the society.

28. Pursuant to the Development Agreement, the Society executed a Power of Attorney dated 11th September 2018 in favor of the Developer which is duly registered under serial no. KRL4-11431-2018

In these circumstances, subject to whatever stated hereinabove, I am of the view that the M/s. Sia Developer is entitled to develop the said property i.e. All that piece and parcel of leasehold land bearing survey no. 14, C.T.S. No. 13 (part) at Tilak Nagar Of Village Chembur and C.T.S. No. 506 (part) of village Kiroli, Chembur Taluka Ghatkopar admeasuring 1280.39 sq. Mtrs. And additional land 531.98 square meters aggregating to 1812.37 square meters in the registration district of Mumbai Suburban District, as per the terms and conditions recorded in the Development Agreement.

B. Property Card Stands in the name of MHADA

C. Search Report for 30 years from 1992 till 2021, taken from sub-registrar office atp Bandra Division

D. Litigations: Not Applicable

Dated this 7th day of December 2021.



Advocate

Lakshyavedhi Legal