



# WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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NL-NAR-10130/401/2021

## TITLE CERTIFICATE

To,  
**Man Chandak Realty LLP**  
12<sup>th</sup> Floor, Krushal Commercial Complex,  
G. M. Road, Chembur West,  
Mumbai - 400 039.

Kind Attention: Mr. Abhay Chandak

Re: (1) All those pieces and parcels of land admeasuring 944.79 square meters and bearing CTS Nos. 1159 (part) and 1159/1 of Village Vile Parle situate lying and being at Old Police Station Road, Vile Parle (West), Taluka, Andheri, Mumbai - 400 056 ("1159 (part) and 1159/1 Land"). The 1159 (part) and 1159/1 Land with the structures standing thereon are hereinafter collectively referred to as "the 1159 (part) and 1159/1 Property". The 1159 (part) and 1159/1 Land is more particularly defined in the First Schedule hereinunder.

(2) All those pieces and parcels of land admeasuring 145.50 square meters and bearing CTS No. 1162C of Village Vile Parle situate lying and being at Old Police Station Road, Vile Parle (West), Taluka, Andheri, Mumbai - 400 056 ("the 1162C Land"). The 1162C Land with the structures standing thereon are hereinafter collectively referred to as "the 1162C Property". The 1162C Land is more particularly defined in the Second Schedule hereinunder.

The 1159 (part) and 1159/1 Land and 1162C Land aggregating to an area admeasuring 1,090.29 square meters and hereinafter collectively referred to as "the First Land". The 1159 (part) and 1159/1 Property and the 1162C Property are hereinafter collectively referred to as "the First Property".

(3) All those pieces and parcels of land admeasuring 283.10 square meters (378.60 square meters as per Second Land Conveyance Deed (as defined below)) and bearing CTS Nos. 1158, 1157, 1157/1, 1157/2, 1157/3, 1158, 1158/2, 1158/3 and 1158/4 of Village Vile Parle (West) situate, lying and being at Pond Gauthan, Vile Parle (West), Mumbai - 400056 ("Second Land"). The Second Land with the structures standing thereon are hereinafter collectively referred to as "the Second Property". The Second Land is more particularly defined in the Third Schedule hereinunder.

The First Land and the Second Land aggregates to 1,373.39 square meters and are hereinafter collectively referred to as "the said Land". The First Property and the Second Property are hereinafter collectively referred to as "the said Property".

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**A. INTRODUCTION**

1. We have been requested by Man Chandak Realty LLP to investigate title of: (a) Shreepati Rise Estate LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered address at 401, Shreepati Arcade, August Kranti Marg, Nana Chowk, Mumbai – 400 036 ("Shreepati LLP"); and (b) Mr. Mahendra Mehta, an Indian Inhabitant, aged 73 years, having his office address at 430/431, Kailash Plaza, Near Odeon Cinema, 90' Feet Road, Ghatkopar (East), Mumbai – 400 077 ("Mahendra") and (c) Mr. Bhavesh Mehta, an Indian Inhabitant, aged 44 years having his office address at 430/431, Kailash Plaza, Near Odeon Cinema, 90' Feet Road, Ghatkopar (East), Mumbai – 400 077 ("Bhavesh"), to jointly develop/re-develop inter-alia the said Property with Man Chandak Realty LLP ("the Joint Developer"), in accordance with the Joint Development Agreement dated 18<sup>th</sup> July, 2019 registered with the office of the Sub-Registrar of Assurances at Serial No. BDR-1/8126/2019 ("the Joint Development Agreement") executed by and between (i) Shreepati LLP, (ii) Shreepati Build Infra Investment Limited (earlier known as M/s. Shreepati Investment), (iii) Abhishek Doshi, (iv) Mr. Jayesh Kothari, (v) Mr. Mahendra Mehta, in his capacity as sole proprietor of M/s. Mehta Construction Company, (vi) Mahendra, (vii) Bhavesh (hereinafter are collectively referred to as "the Developers") and the Joint Developer.

**B. STEPS**

1. With respect to the investigation of title, we have undertaken the following steps:
  - (a) We have perused the original title deeds a list whereof is annexed hereto as Annexure "A", with respect of the said Property.
  - (b) We have inspected copies of the deeds, documents and writings pertaining to the said Property and are listed at Annexure "B" hereto.
  - (c) Caused searches to be undertaken at the office of Sub-Registrar of Assurances for a period of 62 years from 1958 to 2021. The



searches for the First Property and the Second Property are up to 16<sup>th</sup> January, 2021.

- (d) Examined the property register card with respect to the said Land as specified in Paragraph C.4 below.
- (e) Caused searches to be undertaken at the Registrar of Companies ("ROC"), details whereof are set out in the Paragraph C.12(b) below.
- (f) Shreepati LLP, Mahendra and Bhavesh have furnished to us the Declaration dated 25<sup>th</sup> January, 2021 pertaining to various facts in relation to the said Property ("the Declaration 1"). We have also been provided with the Declaration dated 23<sup>rd</sup> January, 2021 by the Joint Developer for the purposes of issuance of this Title Certificate ("the Declaration 2"). We have relied on the Declaration 1 and the Declaration 2 for the purposes of preparing this Title Certificate and we have assumed the same to be true.
- (g) We have been provided with an Architect Certificate dated 25<sup>th</sup> January, 2021 ("the Architect Certificate") of Venturkar & Associates, Architect.
- (h) We have issued public notices ("the Public Notices") in the following newspapers:
  - (i) The Times of India (English) in its Mumbai Edition dated 16<sup>th</sup> May, 2018; and
  - (ii) The Maharashtra Times (Marathi) in its Mumbai Edition dated 16<sup>th</sup> May, 2018.

C. **OBSERVATIONS**

1. **Ownership of the First Property**

- (a) By and under an Indenture dated 4<sup>th</sup> March, 1966, executed by and

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between Sushilabai Vishwanath Pai (therein referred to as the 'the Vendor' and hereinafter referred to as "Sushilabai Pai") of the One Part and (i) Pahlajsingh Tulsidas Rajpal ("Pahlajsingh"), (ii) Bihari Jhamansingh Lulla ("Bihari") and (iii) Yogeshkumar Santdas Jaisingh ("Yogeshkumar") (therein collectively referred to as 'the Purchasers' and hereinafter referred to as "said Individuals") of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BND/997/1966, Sushilabai Pai conveyed her three-fourth share in the land admeasuring 3442 square yards equivalent to 2877.95 square meters and bearing Survey No. 180/A Hissa No. 1 and Survey No. 182/B of Village Vile Parle ("the First Larger Land") to the said Individuals for the consideration and in the manner and on the terms and conditions as set out therein. This Indenture dated 4<sup>th</sup> March, 1966 Inter-alia reflects:

- (i) One Manek Nagesh Pai ("Manek") and Vishwanath Nagesh Pai ("Vishwanath") were during their respective lifetime seized and possessed of the First Larger Land.
- (ii) Manek died intestate on 23<sup>rd</sup> March, 1961, leaving behind Vishwanath (brother) and Sushilabai Laxmanrao Sabnis (sister) ("Sushilabai Sabnis"), as his only legal heirs and representatives.
- (iii) Vide an Agreement dated 9<sup>th</sup> March, 1962, Vishwanath had agreed to sell the First Larger Land to Bihari and Yogeshkumar, in the manner and on the terms and conditions as set out therein. We have not perused a copy of this Agreement dated 9<sup>th</sup> March, 1962.
- (iv) Sushilabai Sabnis also agreed to convey the First Larger Land to Bihari and Yogeshkumar along with Vishwanath.
- (v) Thereafter, Pahlajsingh claimed that Vishwanath had earlier agreed to sell the First Larger Land to Pahlajsingh for a consideration of Rs. 1,34,000/- (Rupees One Lac

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Thirty-Four Thousand only) and Pahlajsingh had paid an amount of Rs. 3,000/- (Rupees Three Thousand) towards the consideration to Vishwanath on 31<sup>st</sup> October, 1961. We have not perused any documents whereby Vishwanath had agreed to sell the First Larger Land to Pahlajsingh.

- (vi) Vishwanath denied the claim of Pahlajsingh and aggrieved by the same Pahlajsingh filed a Suit No. 245 of 1962 before the High Court of Bombay seeking specific performance of the Agreement for Sale executed by and between Vishwanath and Pahlajsingh with respect to the First Larger Land. We have not perused papers and proceedings filed in Suit No. 245 of 1962 before the High Court of Bombay.
- (vii) Vishwanath died on 7<sup>th</sup> September, 1962 leaving behind Will dated 17<sup>th</sup> August, 1962 wherein he appointed his wife, Sushilabai Pai as his sole executrix and the sole legatee. We have not perused a copy of this behind Will dated 17<sup>th</sup> August, 1962 executed by Vishwanath and/or the probate obtained thereof.
- (viii) In light of the aforesaid, Sushilabai Pai and Sushilabai Sabnis became the owners of the First Larger Land in proportion of three-fourth and one-fourth respectively.
- (ix) Thereafter, Sushilabai Pai and Sushilabai Sabnis and the said Individuals resolved all their disputes and differences, Pahlajsingh agreed to withdraw Suit No. 245 of 1962 filed in the High Court of Bombay and Sushilabai Pai and Sushilabai Sabnis agreed to sell their respective shares in the First Larger Land to the said Individuals as tenants-in-common in the following proportion and:
- e. 40% undivided right, title and interest in the First Larger Land to Pahlajsingh;

- b. 30% undivided right, title and interest in the First Larger Land to Bihari; and
  - c. 30% undivided right, title and interest in the First Larger Land to Yogeshkumar.
- (b) By and under an indenture dated 28<sup>th</sup> April, 1966, executed by and between Sushilabai Sabnis (therein referred to as the 'the Vendor') of the One Part and the said Individuals of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BND/996/1966, Sushilabai Sabnis conveyed her one-fourth share in the First Larger Land to the said Individuals for the consideration and in the manner and on the terms and conditions as set out therein.
- (c) By and under an indenture dated 19<sup>th</sup> August, 1966 executed by and between Pahlajsingh (therein referred to as the 'the Vendor') of the One Part and Bihari (therein referred to as 'the Purchaser') of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BND/1890/1966, Pahlajsingh conveyed his 40% undivided right, title and interest in the First Larger Land to Bihari for a consideration and in the manner and on the terms and conditions as set out therein.
- (d) By and under an indenture dated 5<sup>th</sup> November, 1966, executed by and between Yogeshkumar (therein referred to as 'the Vendor') of the One Part and Bihari (therein referred to as 'the Purchaser') of the Other Part, registered with the Office of the Sub-Registrar of Assurances at Serial No. BND/2631 of 1966, Yogeshkumar conveyed his 30% undivided right, title and interest in the First Larger Land to Bihari for a consideration and in the manner and on the terms and conditions as set out therein.
- (e) The aggregate area of the First Larger Land is 3,267.25 square yards (equivalent to approximately 2,731.59 square meters), however, the schedule of the documents as reflected in the

Paragraph Nos. C.1(a), C.1(b), C.1(c) and C.1(d) mentions the area of the First Larger Land as 3,442 square yards (equivalent to approximately 2,877.95 square meters. We have for the purposes of this Certificate taken area of the First Larger Land as 2,731.59 square meters.

- (f) Under the Declaration 1 it is declared that Bihari constructed the following buildings on the First Larger Land, in the following manner:
- (i) On the 1159 (part) and 1159/1 Land, Bihari constructed a building called 'Neel' comprising of ground floor and three upper floors ('Neel Building');
  - (ii) On a portion of the First Larger Land bearing Survey No. 180A of Village Vile Parle (West) corresponding to CTS No. 1162A of Village Vile Parle (West) ('the 1162A Land'). Bihari constructed a building called 'Sheel' comprising of ground floor and three upper floors ('Sheel Building'); and
  - (iii) On a portion of 1162C Land, Bihari commenced construction of a third building called as 'Sheel-Neel' and had proposed to construct building comprising of ground plus 3 (three) upper floors ('Third Building'). The construction of Third Building has not been completed till date. Under the Declaration 1 it is declared that the Third Building is demolished and the 1162C Land is vacant.
- (g) The flat purchasers of Neel Building and Sheel Building formed a society called Neel Sheel Premises Co-operative Society Limited ('the Neel Sheel Society'), a society registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 under No. BOM/HSG/96 of 1968 on 7<sup>th</sup> March, 1968.
- (h) By and under an Article of Agreement dated 29<sup>th</sup> September, 1970 executed by and between the Neel Sheel Society of the One Part and M/s. B. J. Builders, Sole Proprietorship of Bihari of the Other

Part, the Neel Sheel Society agreed to admit the flat purchasers of the Third Building being constructed by Biharl, as members of the Neel Sheel Society in the manner and on the terms and conditions as set out therein.

- (i) By and under various agreements for sale ("Third Building Agreements") executed by and between Biharl and third party purchasers of flats comprised in the Third Building, Biharl had sold the respective premises / his share therein, comprised in the Third Building to the respective third party purchasers, for the consideration and on the terms and conditions as set out therein. A list of the Third Building Agreements has been annexed hereto as Annexure "B".
- (j) By and under an Indenture dated 28<sup>th</sup> September, 1971 ("Neel Sheel Society Conveyance") executed by and between Biharl (herein referred to as 'the Vendor') of the One Part and the Neel Sheel Society (therein referred to as 'the Purchaser') of the Other Part and registered with the Office of Sub-registrar of Assurances under Serial No. 4286 of 1971, Biharl conveyed a portion of the First Larger Land admeasuring 2,369.50 square meters (of which the First Land forms a part) ("Neel Sheel Society Land") to Neel Sheel Society, for the consideration and in the manner and on terms and conditions as set out therein. The Neel Sheel Society Land included the following portions of the First Larger Land:
- (i) Survey No. 180-A Hissa No. 1 (part) of Village Vile Parle (West) admeasuring 1279.23 square meters;
  - (ii) Survey No. 180-A Hissa No. 1 (part) of Village Vile Parle (West) admeasuring 146.48 square meters (which is now numbered as land bearing CTS No. 1162C i.e. the 1162C Land); and
  - (iii) Survey No. 182-B of Village Vile Parle (West) admeasuring 944.79 square meters i.e. the 1159 (part) and 1159/1 Land (comprising of area admeasuring



approximately 736.70 square meters from the land bearing CTS No. 1159 and land admeasuring approximately 208.10 square meters bearing CTS No. 1159/1).

- (k) The Hon'ble Collector, Mumbai Suburban District vide Sub-Division Order dated 1<sup>st</sup> June, 2006 and the Office of the City Survey, Vile Parle vide Order dated 6<sup>th</sup> June, 2006 ("Sub-division Orders") subdivided the land bearing CTS No. 1162 of Village Vile Parle (West) in the following manner, in the manner and on the terms and conditions as setout therein:
- (i) Land bearing CTS No. 1162A of Village Vile Parle (West) admeasuring 1271.30 square meters which is the Sheel Land owned by the Neel Sheel Society;
  - (ii) Land bearing CTS No. 1162B of Village Vile Parle (West) admeasuring 209 square meters which was handed over to MCGM towards the road set-back area; and
  - (iii) Land bearing CTS No. 1162C of Village Vile Parle (West) admeasuring 145.50 square meters which is the 1162C Land owned by Mahendra and Bhavesh.
- (l) Pursuant to the above, separate property register cards are duly opened with respect to the land bearing CTS No. 1162A of Village Vile Parle (West), land bearing CTS No. 1162B of Village Vile Parle (West) and land bearing CTS No. 1162C of Village Vile Parle (West), details whereof are setout herein below.
- (m) Aggrieved by the Order dated 6<sup>th</sup> June, 2006 passed by the City Survey Officer, Vile Parle, one Kamala Bihari Lulla (wife of Bihari) ("Kamala") filed an Appeal No. 689 of 2018 ("said Appeal") before the Court of District Superintendent, Land Records, Mumbai Suburban District, Kamala inter-alia challenged the sub-division of land bearing CTS No. 1162 of Village Vile Parle (West) vide the Order dated 6<sup>th</sup> June, 2006 passed by the City Survey Officer, Vile Parle by claiming

Bihari was the owner of land bearing CTS No. 1162B of Village Vife Parte (West).

- (n) By and under a Deed of Conveyance dated 31<sup>st</sup> March, 2016 ("1162C Land Conveyance") executed by and between the Neel Sheel Society (therein referred to as 'the Owners') of the One Part and Mahendra and Bhavesh (therein referred to as 'the Purchasers') of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BDR-15/3016/2016, Neel Sheel Society conveyed the 1162C Land to Mahendra and Bhavesh, for the consideration and in the manner and on terms and conditions more particularly set out therein. Under the Declaration 1 it is declared that the 1162C Land Conveyance inadvertently record that the Neel Building and the Sheel Building are both constructed on the 1162A Land. Under the Declaration 1 it is further declared that the Neel Building is constructed on the 1159 (part) and 1159/1 Property and the Sheel Building is constructed on the 1162A Land.
- (o) By and under Power of Attorney dated 31<sup>st</sup> March, 2016 ("1162C Land Power of Attorney") and registered with the Office of Sub-registrar of Assurances under Serial No BDR-15/3017/2016, the Neel Sheel Society granted various powers and authorities with respect to the 1162C Land in favour of Mahendra and Bhavesh in the manner and on the terms and conditions more particularly set-out therein.
- (p) By and under a Development Agreement dated 4<sup>th</sup> February, 2019 ("Neel Sheel Development Agreement") executed by and between Neel Sheel Society (therein referred to as 'the Society') of the One Part and Shreepati LLP (therein referred to as 'the Developer') of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BDR/1248/2019, Neel Sheel Society granted development rights with respect to the land admeasuring 1059.50 square meters and bearing CTS Nos. 1159 and 1159/1 of Village Vife Parte and structures thereon (of which the 1159 (part) and 1159/1 Land forms a part) in favour of Shreepati LLP ("Neel Sheel DA Land"), in the manner and on the terms and conditions

as set out therein. As per the terms of the Neel Sheel Development Agreement, Shreepati LLP had to obtain Intimation of Disapproval and Commencement Certificate for undertaking development/re-development on the Neel Sheel DA Land within 6 (six) months from the date thereof, however Intimation of Disapproval has been obtained on 29<sup>th</sup> October, 2020 (detailed hereinunder in Paragraph C.4(b)). Under the Declaration 1 it is declared that the Neel Sheel Development Agreement is still valid, subsisting and binding and there are no disputes between Shreepati LLP and Neel Sheel Society in this regard. Under the Declaration 1 it is declared that, under the Neel Sheel Development Agreement it is erroneously stated that an area admeasuring 208.10 square meters out of land bearing CTS Nos. 1159 and 1159/1 of Village Vile Parle has been surrendered to MCGM towards road. It is further declared that the aforesaid area which has been surrendered to MCGM, actually forms part of land bearing CTS No. 1162B of Village Vile Parle.

- (q) By and under Power of Attorney dated 4<sup>th</sup> February, 2019 ("Neel Sheel POA") and registered with the Office of Sub-registrar of Assurances under Serial No.BDR-1/1250/2019, Neel Sheel Society granted various powers and authorities with respect to the Neel Sheel DA Land together with structures thereon in favour of Shreepati LLP, as more particularly set out therein.
- (r) By and under an Order dated 19<sup>th</sup> June, 2019 passed by the Court of District Superintendent, Land Records, Mumbai Suburban District, the said Appeal was allowed and it was ordered the name revenue records of land bearing CTS No. 1162B of Village Vile Parle (West) should be updated to reflect the name of Bihari as the holder of this land. This order inter-alia also states that out of the total area of 851.4 square meters of land bearing CTS No. 1159 of Village Vile Parle (West), an area admeasuring 736.70 square meters was transferred to the Neel Sheel Society and the balance area of 114.70 square meters was retained by Bihari.
- (s) Neel Sheel Society filed an Application No. 120 of 2019 before the District Deputy Registrar Co-operative Societies, Mumbai against

Bihari and M/s. B. J. Builders, Sole Proprietorship of Bihari under section 5(a) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA Act"), inter-alia seeking deemed conveyance of a portion of 1159 (part) admeasuring 114.70 square meters forming party of land bearing CTS No. 1159 (other than the 1159 (part) and 1159/1 Land) ("Neel Sheel Deemed Conveyance Land"), in the manner and for the reasons as more particularly set out therein.

- (t) By and under a Certificate dated 25<sup>th</sup> November, 2019 issued by the District Deputy Registrar Co-operative Societies, Mumbai in Application No. 120 of 2019, inter-alia stated that the case put up by Neel Sheel Society was that of execution of ex-parte deemed conveyance document with respect to the Neel Sheel Deemed Conveyance Land, for the reason as set out therein.
- (u) By and under Letter dated 8<sup>th</sup> December, 2020 addressed by the District Deputy Registrar Co-operative Societies, Mumbai to the Sub-Registrar, the District Deputy Registrar Co-operative Societies, Mumbai informed the Sub-Registrar they have certified the unilateral execution of conveyance deed for the Neel Sheel Deemed Conveyance Land in the aforesaid Application No. 120 of 2019.
- (v) By and under Conveyance Deed (Deemed/Unilateral) dated 15<sup>th</sup> January, 2021 ("Neel Sheel Deemed Conveyance") executed by and between Bihari (therein referred to as 'the Original Vendor'), through Mr. Kailas Jable, the Competent Authority as per the powers conferred under Section 54 of MOFA Act to grant deemed conveyance against the defaulting owner (therein referred to as 'the Competent Authority') of the One Part, M/s. B. J. Builders, Sole Proprietorship of Bihari (therein referred to as 'the Confirming Party') through the Competent Authority therein of the Second Part and Neel Sheel Society (therein referred to as 'the Purchaser') of the Third Part, and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-18/866/2021, the Competent Authority therein as a statutory obligation of the Original Vendor therein and the Confirming Party therein conveyed the Neel Sheel

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Deemed Conveyance Land to the Neel Sheel Society, in the manner and on the terms and conditions as set out therein.

- (w) The development rights of Neel Sheel Deemed Conveyance Land have been acquired by Shreepati LLP under the Neel Sheel DA and forms part of the Neel Sheel DA Land. Under the Declaration 1 and the Declaration 2 it is declared that Shreepati LLP, Mahendra, Bhavesh and the Joint Developer are in process of executing a supplemental agreement to the Joint Development Agreement with respect to Neel Sheel Deemed Conveyance Land and the same needs to be undertaken.

2. Ownership of the Second Property

- (a) By and under Deed of Conveyance dated 25<sup>th</sup> September, 1971 executed by and between (i) Gabriel Kamil Kotian, (ii) Francis Kamil Kotian, and (iii) Sany Peter Kotian (therein referred to as 'the Vendors') of the One Part and Jerome J. M. D'Souza (referred to as 'the Purchaser' therein) of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BOM-4219 of 1971, the Vendors therein sold and conveyed land admeasuring 2.5 Gunthas equivalent to 252.92 square meters and bearing Survey No. 182/7 and Hissa No. 1 and CTS No. 1157/123 and Survey No. 182/7/2 and CTS Nos. 1158/124 of Village Parle (West) to the Purchaser therein, in the manner and the on terms and conditions as set out therein.
- (b) By and under a Deed of Conveyance dated 24<sup>th</sup> July, 1974 executed by and between Jerome J. M. D'Souza (therein referred to as 'the Vendor') of the One Part and Champaben Purshollam Nanani (therein referred to as 'the Purchaser' therein and hereinafter referred to as "Champaben") of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BOM-1149/1974, the Vendor therein sold and conveyed land admeasuring 415.87 square meters comprising (i) Survey No. 182/7 and Hissa No. 1 and CTS No. 1157/123 and Survey No. 182/7, CTS Nos. 1158/129, 182/D of Village Parle (West) and (ii) land bearing

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CTS No. 1156 of Village Vile Parle (West) along with the structures standing thereon to the Purchaser therein, in the manner and on the terms and conditions as set out therein. From the searches conducted by us at the office of the sub-registrar of assurances reflects that a counter-part of this Deed of Conveyance was executed and the same was registered with the Office of Sub-Registrar of Assurances at Serial No. BOM-1150/1974. This document registered at Serial No. BOM-1150/1974, reflects the description of the land which is sold and conveyed as land admeasuring 415.87 square meters comprising (i) Survey No. 182/7 and Hissa No. 1 and CTS No. 1157/123 and Survey No. 182/7, CTS Nos. 1158/124, 182/D of Village Parle (West) and (ii) land bearing CTS No. 1156 of Village Vile Parle (West) along with the structures standing thereon.

- (c) By and under a statement dated 20<sup>th</sup> August, 1974 made by Champaben before the City Survey Officer, Mumbai Suburban, Champaben *inter-alia* stated that CTS Nos. comprised in the description of land in the deed of conveyance (whereby she purchased the land from Jerome J. M. D'souza), has been inadvertently mentioned as CTS No. 1157/123 and CTS No. 1158/124 instead of CTS No. 1157, 1157/1 to 3 and CTS No. 1158, 1158/1 to 4 of Village Vile Parle (West) respectively which is land is purchased by Champaben under the aforesaid sale deed. Based on the above, name of Champaben is recorded in the property register card of the land bearing CTS No. 1157, 1157/1 to 3 and CTS No. 1158, 1158/1 to 4 of Village Vile Parle (West) vide mutation entry dated 23<sup>rd</sup> August, 1974, which mutation entry continues to reflect on the property register card of the land bearing CTS No. 1157, 1157/1 to 3 and CTS No. 1158, 1158/1 to 4 of Village Vile Parle (West) till date. Vide the Declaration 1 it is declared that since the date of the aforesaid Deed of Conveyance dated 24<sup>th</sup> July, 1974, Champaben and her successors in title including the present owners are in continuous, peaceful and uninterrupted possession of the CTS No. 1157, 1157/1 to 3 and CTS No. 1158, 1158/1 to 4 of Village Vile Parle (West).

- (d) The land bearing CTS No. 1156, 1157, 1157/1 to 3 and CTS No.

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1158, 1158/1 to 4 of Village Vile Parle (West) admeasuring 415.87 square meters is hereinafter collectively referred to as "the Second Larger Land".

- (e) By and under Letter dated 10<sup>th</sup> September, 1985 Champaben informed the City Survey Officer that MCGM had acquired a portion admeasuring 94.65 square meters out of land bearing CTS Nos. 1156 and 1158 of Village Vile Parle towards road widening under Section 299 of the Bombay Municipal Corporation Act.
- (f) By and under Letter dated 15<sup>th</sup> October, 1986, MCGM informed the City Survey Officer that MCGM had acquired a portion admeasuring 94.65 square meters out of land bearing CTS Nos. 1156 to 1158 of Village Vile Parle towards road widening under Section 299 of the Bombay Municipal Corporation Act.
- (g) By and under Agreement dated 13<sup>th</sup> May, 1988 executed by and between Champaben (therein referred to as 'the Owner') of the One Part, M/s. Desai Builders (therein referred to as 'the Builders' and hereinafter referred to as "Desai Builders") of the Other Part, Champaben appointed Desai Builders as the contractor for undertaking development/re-development of land bearing CTS Nos. 1156, 1157 and 1158 along with the structure standing thereon as 'Sadhana Cottage', in the manner and on the terms and conditions as set out therein. Area of the land for which Desai Builders was appointed as contractor for undertaking development/re-development is not mentioned, however, this Agreement dated 13<sup>th</sup> May, 1988 states that the same comprises land bearing CTS Nos. 1156, 1157 and 1158 on which Sadhana Cottage is located.
- (h) By and under Agreement dated 11<sup>th</sup> November, 1989, executed by and between Champaben (therein referred to as 'the Owner') of the First Part, Desai Builders (therein referred to as 'the Builders') of the Second Part and Mrs. Shantaben Ramaji Joshi (therein referred to as 'the Tenant' and hereinafter referred to as 'Shantaben') of the Third Part, Shantaben granted development rights with respect to the structure occupied by her on a portion of the Second Larger Land

in favour of Desai Builders, in the manner and on the terms and conditions as set out therein.

- (i) By and under an Agreement dated 2<sup>nd</sup> July, 2001 executed by and between Champaben (therein referred to as 'the Owner') of the One Part and Desai Builders (therein referred to as 'the Builder') of the Other Part, Champaben confirmed the aforesaid Agreement dated 13<sup>th</sup> May, 1988 and the Power of Attorney dated 1<sup>st</sup> July, 1985 executed in favour of Desai Builders.
- (j) By and under a Power of Attorney dated 2<sup>nd</sup> July, 2001, Champaben granted various powers and authorities in favour of Mr. Pankaj B. Desai, Sole Proprietor of Desai Builders, pursuant to the aforesaid Agreement dated 13<sup>th</sup> May, 1988, in the manner as more particularly set out therein.
- (k) In the aforesaid Power of Attorney dated 2<sup>nd</sup> July, 2001, it is inter-alia reflected that a Suit No. 961 of 1978 was filed by Rashmi S. Shah against Champaben before the Hon'ble High Court of Bombay. We have not perused copies of papers and proceedings filed in the aforesaid suit. Under the Declaration, it is declared that the aforesaid Suit No. 961 of 1978 has been disposed off.
- (l) By and under a Deed of Assignment dated 3<sup>rd</sup> January, 2011 executed by and between Mr. Pankaj B. Desai, Sole Proprietor of Desai Builders (therein referred to as 'the Assignor') of the One Part and M/s. 4M Realty LLP (therein referred to as 'the Assignee' and hereinafter referred to as "M4 LLP") of the Other Part, Desai Builders assigned and transferred all its right, title and interest in the Second Larger Land in favour of M4 LLP on 'as is where is basis' for the consideration and in the manner and on the terms and conditions as set out therein. Under the Declaration 1 it is declared that the correct entity name of M4 LLP is M/s. M4 Realty LLP and not M/s. 4M Realty LLP and the same is inadvertently mentioned in inter-alia the aforesaid Deed of Assignment.
- (m) By and under a Deed of Conveyance dated 22<sup>nd</sup> October, 2011



executed by and between Champaben (therein referred to as 'the Vendor') of the First Part, Desai Builders (therein referred to as 'the Confirming Party') of the Second Part and M4 LLP (therein referred to as 'the Purchaser') of the Third Part and registered with the office of Sub-Registrar of Assurances at Serial No. BDR/4/3463 of 2012, Champaben conveyed a portion of the Second Larger Land bearing CTS Nos. 1156, 1157, 1157/1 to 1157/3, 1158, 1158/2 to 1158/4 of Village Vile Parle (West) admeasuring 283.73 square meters along with Sadhana Cottage i.e. the Second Property to M4 LLP for the consideration and in the manner and on the terms and conditions as set out therein. Desai Builders confirmed the same.

- (n) Under the Declaration 1 it is declared that the balance Second Larger Land admeasuring 132.14 square meters i.e. land other than the Second Land is reserved for road set-back/road widening. Out of the aforesaid balance Second Larger Land an area admeasuring 94.65 square meters has been handed over to MCGM towards road widening under Section 299 of the Bombay Municipal Corporation Act and remaining area admeasuring 37.49 square meters is yet to be handed over to MCGM.
- (o) By and under an Affidavit / Declaration cum Indemnity Bond dated 25<sup>th</sup> April, 2012, registered with the office of Sub-Registrar of Assurances at Serial No. BDR/4/3466 of 2012 Champaben inter-afa declared that she had conveyed the Second Property in favour of M4 LLP vide Deed of Conveyance dated 22<sup>nd</sup> October, 2011 and indemnified M4 LLP and all persons claiming the rights through M4 LLP in the Second Property or any part thereof, in the manner as more particularly set out therein.
- (p) By and under an Irrevocable Power of Attorney dated 24<sup>th</sup> April, 2012, registered with the office of Sub-Registrar of Assurances at Serial No. BDR-4/3436 of 2012, Champaben granted various powers and authorities in favour of M4 LLP with respect to the Second Property, in the manner as more particularly set out therein.
- (q) By and under a Deed of Conveyance dated 19<sup>th</sup> October, 2016

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("Second Land Deed of Conveyance") executed by and between M4 LLP of the One Part and Shreepati LLP of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BDR-1/11310/2016, M4 LLP conveyed the Second Property to Shreepati LLP for a consideration and in the manner and on the terms and conditions as set out therein. The area of the Second Land under the Second Land Deed of Conveyance is stated as 283.10 square meters as per property register card and area as per sanctioned plan dated 4<sup>th</sup> October, 1985 is admeasuring 378.50 square meters. We have not perused copy of the sanctioned plan dated 4<sup>th</sup> October, 1985.

- (r) In the recitals of the Second Land Conveyance, it is inter-alia reflected that a Complaint No. 408 of 2008 was filed by Shantaben against (i) Champaben and (ii) Desai Builders before the Hon'ble Consumer Disputes Redressal Forum, Mumbai Suburban District. We have not perused copies of papers and proceedings filed in the aforesaid complaint. Under the Declaration it is declared that the aforesaid Complaint No. 408 of 2008 has been disposed off.
- (s) By and under a Power of Attorney dated 19<sup>th</sup> October, 2016 ("Second Land Power of Attorney") and registered with the Office of Sub-Registrar of Assurances under Serial No. BDR-1/11311/2016, M4 LLP granted various powers and authorities with respect to Second Property in favour of Shreepati LLP in the manner as more particularly set out therein. The area of the Second Land under the Second Land Power of Attorney is stated as 283.10 square meters as per property register card and area as per sanctioned plan dated 4<sup>th</sup> October, 1985 is admeasuring 378.50 square meters. We have not perused copy of the sanctioned plan dated 4<sup>th</sup> October, 1985.
- (t) Under the Declaration 1 it is declared that following are the tenants / occupants of Sadhana Cottage ("Sadhana Cottage Tenants"):

Sr. No.	Tenant	Premises

(2)

1.	Chandulal Kunverji Sapania	Shop No. 1, Ground floor
2.	Mrs. Aarti Chandrakant Mhatre and Mr. Chandrakant Mhatre	Shop No. 2, Ground floor
3.	Mrs. Sunayna Sanjay Pandey, Mr. Vijaykumar Girjashankar Pandey, Mr. Anilkumar Girjashankar Pandey and Mr. Ayasnath Girjashankar Pandey	Shop No. 3, Ground floor
4.	Mr. Dinesh Govindji Jethva and Mrs. Divya Dinesh Jethva	Flat No 101, First floor
5.	Bhavesh	Second floor

(u) Out of the Sadhana Cottage Tenants, Shreepati LLP has executed the following permanent alternate accommodation agreements with the following tenants:

(i) Agreement for Permanent Alternate Accommodation dated 4<sup>th</sup> August, 2018 executed by and between Shreepati LLP and Mrs. Sunayna Sanjay Pandey, Mr. Vijaykumar Girjashankar Pandey, Mr. Anilkumar Girjashankar Pandey and Mr. Ayasnath Girjashankar Pandey, registered with the Offices of Sub-registrar of Assurances under Serial No. BDR-1/5708/2018 with respect to Shop No. 4 in Sadhana Cottage. Under the Declaration 1 it is declared that Mrs. Sunayna Sanjay Pandey, Mr. Vijaykumar Girjashankar Pandey, Mr. Anilkumar Girjashankar Pandey and Mr. Ayasnath Girjashankar Pandey are tenants of Shop No. 3 and the aforesaid agreement wrongly reflects that the aforesaid tenants are tenants of Shop No. 4.

(ii) Agreement for Permanent Alternate Accommodation

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dated 25<sup>th</sup> June, 2019 executed by and between Shreepati LLP and Mrs. Aarti Chandrakant Mhatre and Mr. Chandrakant Mhatre, registered with the Offices of Sub-registrar of Assurances under Serial No. BDR-17/6732/2019 with respect to Shop No. 2 in Sadhana Cottage.

(iii) Agreement for Permanent Alternate Accommodation dated 25<sup>th</sup> June, 2019 executed by and between Shreepati LLP and Mr. Dinesh Govindji Jethva and Mrs. Divya Dinesh Jethva, registered with the Offices of Sub-registrar of Assurances under Serial No. BDR-17/6736/2019 with respect to Flat No. 101 in Sadhana Cottage.

(v) Under the Declaration 1 it is declared that Shreepati LLP is in the process of executing Permanent Alternate Accommodation Agreements tenants of Shop No. 1 and premises on the second floor.

(w) Under the Declaration 1 it is declared that all the structures occupied by the Sadhana Cottage Tenants have been duly demolished and the Second Land is vacant.

3. Development/re-development of the said Property

(a) By and under the Joint Development Agreement i.e. the Joint Development Agreement dated 18<sup>th</sup> July, 2019 registered with the office of the Sub-Registrar of Assurances at Serial No. BDR-1/8126/2019 executed by and between the Developers and the Joint Developer, the Developers and the Joint Developer agreed to *inter-alia* jointly develop/re-develop the said Property in the manner and on the terms and conditions as set out therein.

(b) By and under Irrevocable Power of Attorney dated 18<sup>th</sup> July, 2019 ("the said Power of Attorney") and registered with the office of Sub-registrar of Assurances under Serial No. BDR-1/8128/2019, the

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Developers granted various powers and authorities with respect to *inter-alia* the said Property in favour of the Joint Developer, in the manner as more particularly set out therein.

- (c) By and under RERA Power of Attorney dated 18<sup>th</sup> July, 2019 ("RERA Power of Attorney") and registered with the office of Sub-registrar of Assurances under Serial No. BDR-1/8130/2019, the Developers granted powers to sign, execute and register the Agreement for Sale (as defined therein) with the allottees/purchasers of the new buildings to be constructed on *inter-alia* the said Property in favour of the Joint Developer, in the manner as more particularly set out therein.
- (d) By and under an Escrow Letter dated 8<sup>th</sup> August, 2019 addressed by the Developers and the Joint Developer to M/s. Markand Gandhi & Co., Advocates & Solicitors ("the Escrow Agent"), the Developers and the Joint Developer deposited *inter-alia* all the original title deeds and documents as set out in Annexure A hereto with the Escrow Agent, in the manner and on the terms and conditions as set out therein.
- (e) Under the Declaration 1 it is declared that save and except, the Joint Development Agreement, the said Power of Attorney and RERA Power of Attorney there are no other deeds, documents and writings executed by and between Shreepati LLP, Mahendra, Bhavesh and the Joint Developer.

#### 4. Approvals

- (a) By and under Letter of Intent dated 13<sup>th</sup> October, 2020 ("said LOI") issued by the Slum Rehabilitation Authority ("SRA") in favour of Shreepati LLP, SRA sanctioned slum rehabilitation scheme ("said Scheme") under Regulation 33 (11) of Development Control and Promotion Regulation, 2034 ("DCPR") for the purposes of undertaking development-re-development on 1159 and 1159/1 Land and Second Land aggregating to approximately 1227.90 square meters (collectively referred to as "Scheme Land"), in the

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manner and on the terms and conditions as set out therein. Following are inter-alia the salient features of the said Scheme:

- (i) PTC component admeasuring 1227.90 square meters is sanctioned to be utilized on the Scheme Land.
  - (ii) Sale component admeasuring 1227.90 square meters is sanctioned to be utilized on the Scheme Land.
  - (iii) Zonal FSI admeasuring 1227.90 square meters is sanctioned to be utilized on the Scheme Land.
  - (iv) Total built-up area sanctioned is 3974.70 square meters.
  - (v) There are 35 no. of PTC tenements to be constructed on the Scheme Land.
  - (vi) There are no reservations affecting the Scheme Land.
- (b) SRA issued Intimation of Approval dated 29<sup>th</sup> October, 2020 in favour of Shreepati LLP for constructing a Composite Building on the Scheme Land, in the manner and on the terms and conditions as set out therein.

5. Revenue Records

(a) First Land

- (i) We have been provided with Property Register Card dated 21<sup>st</sup> July, 2016 for the land bearing CTS No. 1159 of Village Vile Parel (West) and the same inter-alia reflects as follows:
  - a. Area of this land is 851.4 square meters; and
  - b. Neel Sheel Society is reflected as the owner for a portion of this land admeasuring 736.7

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square meters. Bihari is reflected as the owner of the balance portion of this land admeasuring 114.7 square meters and the same needs to be updated to reflect Neel Sheel Society as the owner of this land.

- (ii) We have been provided with Property Register Card dated 21<sup>st</sup> July, 2016 for the land bearing CTS No. 1159/1 of Village Vile Parel (West) and the same inter-alia reflects as follows:
- a. Area of this land is 208.1 square meters; and
  - b. Neel Sheel Society is reflected as the owner of this land.
- (iii) We have been provided with Property Register Card dated 18<sup>th</sup> January, 2020 for the land bearing CTS No. 1162C of Village Vile Parel (West) and the same inter-alia reflects as follows:
- a. Area of this land is 145.50 square meters; and
  - b. Mahendra and Bhavesh are reflected as the owners of this land.
- (iv) We have been provided with Kami Jastak Patrak ("KJP") issued by the City Survey Officer, Andheri which reflects that the land bearing Survey No. 182B admeasuring 1059.5 square meters corresponds to land bearing CTS No. 1159 (admeasuring 851.4 square meters) of Village Vile Parel (West) and CTS No. 1159/1 (admeasuring 208.1 square meters) of Village Vile Parel (West).
- (v) We have been provided with KJP issued by the City Survey Officer, Andheri which reflects that the land bearing Survey No. 180A Hissa No. 1 admeasuring 1609.3

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square meters corresponds to land bearing CTS No. 1162 (admeasuring 1609.3 square meters) of Village Vile Pare (West).

- (vi) By and under Order dated 2<sup>nd</sup> May, 2003 bearing Ref. No. C/Desk-2C/Section 135/SR-211 passed by the Collector, Mumbai, the Collector, Mumbai inter-alia rectified the area of land bearing CTS No. 1162 of Village Vile Pare (West) to 1625.8 square meters, in the manner and for the reasons as more particularly set out therein.
- (vii) The land bearing CTS No. 1162 of Village Vile Pare (West) has been further sub-divided as per the Sub-division Orders as detailed hereinabove.

(b) **Second Land**

- (i) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1156 of Village Vile Pare (West) and the same inter-alia reflects as follows:
  - a. It is reflected that the area of this land earlier was 171.4 square meters and vide an Order dated 10<sup>th</sup> November, 1986 a portion of this land admeasuring 65.8 square meters was handed over towards road widening.
  - b. Area of this land presently is 105.6 square meters.
  - c. It is reflected that vide an Order dated 17<sup>th</sup> December, 1980 passed by the City Survey Officer, Mumbai Suburban District, Ganpatrao Hariram Chemburkar, Jaywant Hariram Chemburkar, Manohar Hariram Chemburkar and Nandkumar Hariram Chemburkar sold this



land to Champaben. We have perused a copy of this Order dated 17<sup>th</sup> December, 1980 and the same reflects that Ganpatrao Hariram Chemburkar, Jaywant Hariram Chemburkar, Manohar Hariram Chemburkar and Nandkumar Hariram Chemburkar were the original owners of 1156 Land and they had conveyed the 1156 Land to Jerome D'souza. Further, it states that Jerome D'souza further conveyed 1156 Land to Champaben vide the aforesaid Deed of Conveyance dated 24<sup>th</sup> July, 1974 and accordingly, the names of Ganpatrao Hariram Chemburkar, Jaywant Hariram Chemburkar, Manohar Hariram Chemburkar and Nandkumar Hariram Chemburkar were deleted and the name of Champaben was entered on the property register card of the 1156 Land vide an entry dated 22<sup>nd</sup> January, 1982.

d. Shreepati LLP is reflected as the owner of this land.

(ii) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1157 of Village Vile Parel (West) and the same inter-alia reflects as follows:

a. Area of this land is 46.8 square meters.

b. Shreepati LLP is reflected as the owner of this land.

(iii) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1157/1 of Village Vile Parel (West) and the same inter-alia reflects as follows:

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- a. Area of this land is 41.6 square meters.
  - b. Shreepati LLP is reflected as the owner of this land.
- (iv) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1157/2 of Village Vile Parel (West) and the same inter-alia reflects as follows:
- a. Area of this land is 10.7 square meters.
  - b. Shreepati LLP is reflected as the owner of this land.
- (v) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1157/3 of Village Vile Parel (West) and the same inter-alia reflects as follows:
- a. Area of this land is 7.9 square meters.
  - b. Shreepati LLP is reflected as the owner of this land.
- (vi) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1158 of Village Vile Parel (West) and the same inter-alia reflects as follows:
- a. It is reflected that the area of this land earlier was 59.7 square meters and vide an Order dated 10<sup>th</sup> November, 1986 a portion of this land admeasuring 27.9 square meters was handed over towards road widening.

- b. Area of this land presently is 31.8 square meters.
  - c. Shreepati LLP is reflected as the owner of this land.
  
- (vii) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1158/2 of Village Vile Parel (West) and the same inter-alia reflects as follows:
  - a. Area of this land is 15 square meters.
  - b. Shreepati LLP is reflected as the owner of this land.
  
- (viii) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1158/3 of Village Vile Parel (West) and the same inter-alia reflects as follows:
  - a. Area of this land is 7.8 square meters.
  - b. Shreepati LLP is reflected as the owner of this land.
  
- (ix) We have been provided with Property Register Card dated 24<sup>th</sup> December, 2019 for the land bearing CTS No. 1158/4 of Village Vile Parel (West) and the same inter-alia reflects as follows:
  - a. Area of this land is 15.9 square meters.
  - b. Shreepati LLP is reflected as the owner of this land.

- (a) Shreepati LLP, Mahendra and Bhavesh have informed that, there are no mortgages and / or encumbrances created on the said Property and/or the development rights thereof.

7. Third Party Rights

- (a) Shreepati LLP, Mahendra and Bhavesh have informed that, there are no allotments and pre-sales undertaken with regard to the premises to be constructed on the said Land.

8. Real Estate Regulatory Authority

- (a) Shreepati LLP, Mahendra and Bhavesh have informed that, the Developers have not yet registered the free sale building (or any part thereof) proposed to be constructed on the said Land as a 'real estate project' with Maharashtra Real Estate Regulatory Authority ("MAHARERA") under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA Act").

9. Litigation

(a) Sadguru Krupa Builders Private Limited:

- (i) By and under a Development Agreement dated 7<sup>th</sup> December, 2006 executed by and between the Neel Sheel Society (therein referred to as 'the Society') of One Part and SKBPL (therein referred to as 'the Developer') of the Other Part and registered with the Office of Sub-Registrar of Assurances at Serial No. BDR/1/10399, the Neel Sheel Society granted development rights with respect to the land admeasuring 1059.50 square meters and bearing CTS Nos. 1159 and 1159/1 of Village Vile Parle (of which the 1159 and 1159/1 Land in favour SKBPL, in the manner and on the terms and conditions as set out therein.

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- (ii) By and under a Supplementary Agreement dated 22<sup>nd</sup> July, 2014 ("SKBPL Supplementary Agreement") executed by and between the Neel Sheel Society of One Part and SKBPL of the Other Part, registered with the Office of Sub-Registrar of Assurances at Serial No. BDR4/5168/2014, the Neel Sheel Society and SKBPL amended, modified certain terms and conditions of the Development Agreement dated 7<sup>th</sup> December, 2006 in the manner and on the terms and conditions as set out therein.
- (iii) By and under Letter dated 24<sup>th</sup> February, 2016 addressed by Advocate Nikhil H. Seth on behalf of the Neel Sheel Society to the Directors of SKBPL, the Neel Sheel Society *inter-alia* terminated the purported Development Agreement dated 7<sup>th</sup> December, 2006 and purported Supplemental Agreement dated 22<sup>nd</sup> July, 2014 executed in favour of SKBPL for the reasons and on the terms and conditions as set out therein.
- (iv) By and under Letter dated 9<sup>th</sup> March, 2016 addressed by Jhangiani, Narula and Associates on behalf of SKBPL to the Secretary/Chairman of the Neel Sheel Society, SKBPL *inter-alia* invoked the Arbitration proceedings in the manner as more particularly set out therein.
- (v) SKBPL filed Commercial Arbitration Petition (L) No. 200 of 2017 ("Section 9 Petition") under section 9 of Arbitration & Conciliation Act, 1996 against the Neel Sheel Society before the Hon'ble High Court, Bombay, *inter-alia* praying that pending the arbitration proceedings and making of the Arbitral Award by the Arbitral Tribunal, Neel Sheel Society shall be restrained by an order of injunction for creating any third party rights with respect to the land admeasuring 1059.50 square meters and bearing CTS Nos. 1159 and 1159/1 of Village Vile Parle and/or granting development rights with

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respect to the land admeasuring 1059.50 square meters and bearing CTS Nos. 1159 and 1159/1 of Village Vile Parle in any manner what so ever for the reasons more particularly as set out therein.

- (vi) By and under Order dated 27<sup>th</sup> April, 2017 passed by the Hon'ble High Court, Bombay in the Section 9 Petition, the Section 9 Petition was dismissed with a cost of Rs. 1,00,000/- (Rupees One Lac only) and the stay of costs prayed by SKBPL was refused, in the manner and for the reasons more particularly set out therein.
- (vii) SKBPL filed Commercial Arbitration Petition No. 144 of 2017 ("Section 11 Petition") under section 11 of Arbitration & Conciliation Act, 1996 against the Neel Sheel Society before the Hon'ble High Court, Bombay, *inter-alia* praying for appointment of sole arbitrator.
- (viii) By and under Order dated 27<sup>th</sup> April, 2018 passed by the Hon'ble High Court in Section 11 Petition, the Hon'ble High Court *inter-alia* proposed to appoint Mr. Minoo Siodia as the arbitrator due to the failure of Neel Sheel Society to appoint an arbitrator, in the manner and for the reasons more particularly set out therein.
- (ix) By and under Order dated 3<sup>rd</sup> May, 2018 passed by the Hon'ble High Court in Section 11 Petition, Mr. Minoo Siodia ("the Arbitrator") was appointed as the arbitrator to decide the dispute between SKBPL and the Neel Sheel Society in the Section 11 Petition.
- (x) SKBPL has filed Statement of Claim before the Arbitrator on 2<sup>nd</sup> July, 2018 *inter-alia* praying to declare that the termination of the purported Development Agreement dated 7<sup>th</sup> December, 2006 and purported Supplemental Agreement dated 22<sup>nd</sup> July, 2014 is bad and illegal and restrain the Neel Sheel Society by way of injunction from

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creating any third party rights with respect to the land admeasuring 1059.50 square meters and bearing CTS Nos. 1159 and 1159/1 of Village Vile Parle and the structures thereon.

- (xi) Under Declaration 1 it is declared that the arbitration proceedings have not been conducted till date and the Arbitrator has not passed any adverse awards till date.

(b) Daksha Desai and others:

- (i) One Daksha Desai, Dr. Nirav Rohit Desai, Pushpaben Hairdas Abhani and Girish Haridas Abhani filed S. C. Suit No. 219 of 2015 against Neel Sheel Society, Santosh Jaisalmaria, Suresh Shah, Neelkanth Dandekar, SKBPL, Harish Manish Visaria, Jasmina Pravin Chedda, Raksha Pravin Dedhia and MCGM before the Hon'ble City Civil Court, inter-alia praying to declare SKBPL Supplementary Agreement null and void.
- (ii) One Daksha Desai, Dr. Nirav Rohit Desai, Pushpaben Hairdas Abhani and Girish Haridas Abhani filed Notice of Motion No. 467 of 2015 in S. C. Suit No. 219 of 2015 before the City Civil Court, inter-alia praying to declare SKBPL Supplementary Agreement null and void.
- (iii) By and under Order dated 2<sup>nd</sup> March, 2015 passed by the Hon'ble City Civil Court in Notice of Motion No. 467 of 2015 in S. C. Suit No. 219 of 2015, the ad-interim sought by the Plaintiffs therein were rejected for the reasons.
- (iv) Under the Declaration 1 it is declared that the aforesaid S. C. Suit No. 219 of 2015 is pending and there are no adverse orders passed in the aforesaid suit till date.

(c) Chandulal Kunverji Saparia and Chandrika Chandulal Saparia:

②

- (i) Vide Deed of Transfer of Tenancy dated 25<sup>th</sup> August, 2000 executed by one Dr. Mahaprakash Sanmukhal Joshi (therein referred to as 'the Transferor') of the First Part, Champaben through her Constituted Attorney, Pankaj Dasal (therein referred to as 'the Owner / First Confirming Party') of the Second Part, Desai Builders (therein referred to as 'the Developer / Second Confirming Party') of the Third Part and Chandulal Kunverji Saparia and Chandrika Chandulal Saparia (therein referred to as 'the Transferee') and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-1/3573/2000, the Transferor therein transferred his right, title and interest in Shop No. 1 admeasuring 215 square feet carpet area located in Sadhana Cottage in favour of the Transferee therein, in the manner and on the terms and conditions as set out therein.
- (ii) Thereafter, the Second Land along with Sadhana Cottage was sold by Champaben and Desai Builders to M4 LLP vide Deed of Conveyance dated 22<sup>nd</sup> October, 2011 (as detailed hereinabove) and M4 LLP further sold the Second Land along with Sadhana Cottage to Shreepati LLP vide Second Land Conveyance (as detailed hereinabove).
- (iii) Pursuant to the Second Land Conveyance, Shreepati LLP commenced development/re-development work on the Second Land and put up tin sheets in and around the Second Land including the aforesaid Shop No. 1 of Sadhana Cottage.
- (iv) Aggrieved by the aforesaid, Chandulal Kunverji Saparia and Chandrika Chandulal Saparia filed S. C. Suit No. 1809 of 2019 before the City Civil Court, Dindoshi against Bhavesh, partner of Shreepati LLP and Mr. Manoj



Garodia *inter-alia* praying to restrain the Defendants therein from interfering with possession of Plaintiffs therein of the aforesaid Shop No. 1 of Sadhana Cottage and declare that Defendants therein were not allowed to put tin sheets around Shop No. 1 of Sadhana Cottage.

- (v) Under the Plaint of aforesaid S. C. Suit No. 1809 of 2019, Chandulal Kunverji Saparia and Chandrika Chandulal Saparia alleged that vide a Letter dated 1<sup>st</sup> June, 2002, the aforesaid Shop No. 1 of Sadhana Cottage was converted from temporary accommodation to permanent accommodation by Desai Builders. We have not perused a copy of the aforesaid Letter dated 1<sup>st</sup> June, 2002.
- (vi) By and under Notice dated 29<sup>th</sup> August, 2019, MCGM issued a Notice under Section 354 of the Mumbai Municipal Corporation Act, to the owners / occupants of Sadhana Cottage for vacating their respective premises within 7 days from thereof.
- (vii) By and under Letter dated 30<sup>th</sup> August, 2019, Shreepati LLP called upon all the occupants of Sadhana Cottage to vacate their respective premises, pursuant to the aforesaid Notice dated 29<sup>th</sup> August, 2019.
- (viii) By and under Letter dated 18<sup>th</sup> September, 2019 addressed by Chandulal Kunverji Saparia and Chandrika Chandulal Saparia to MCGM and the Senior Inspector of Police, Juhu Police Station, Chandulal Kunverji Saparia and Chandrika Chandulal Saparia informed that they were in receipt of MCGM's notice to conduct structural audit of Sadhana Cottage and they had submitted a Structural Audit Report dated 9<sup>th</sup> July, 2019 conducted by Latesh S. Sanklecha, Consulting Structural Engineer wherein Sadhana Cottage was declared as C2-A Category and required major repairs. Further informed that, they had filed Suit No. 1809 of 219 against

Shreepati LLP before the City Civil Court.

- (ix) Chamber Summons No. 1256 of 2019 in S. C. Suit No. 1809 of 2019 was filed by Chandulal Kunverji Saparia and Chandrika Chandulal Saparia before the City Civil Court Dindoshi, *inter-alia* praying to implead MCGM as a party in the aforesaid suit. We have not perused a copy of order passed by the City Civil Court, Dindoshi for impleading MCGM as a party in the aforesaid suit.
- (x) Written Statement was filed by Bhavesh, partner of Shreepati LLP i.e. Defendant No. 1 therein in S.C. Suit No. 1809 of 2019 wherein Defendant No. 1 denied all the allegation of the Plaintiffs therein. The Defendants therein *inter-alia* stated that since the Hon'ble City Civil Court has granted status-quo order in the captioned matter, in the event the Sadhana Cottage including the aforesaid Shop No. 1 of Sadhana Cottage collapses, Defendant No. 1 therein shall not be liable for the same. Further, the Defendant No. 1 therein allegedly denied that Plaintiff therein are the owners of the aforesaid Shop No. 1 of Sadhana Cottage and alleged that they are tenants. We have not perused copy of status-quo order passed by the City Civil Court, Dindoshi in S.C. Suit No. 1809 of 2019.
- (xi) Notice of Motion No. 3464 of 2019 in S. C. Suit No. 1809 of 2019 was filed by Chandulal Kunverji Saparia and Chandrika Chandulal Saparia before the City Civil Court Dindoshi, *inter-alia* praying to grant an injunction order restraining MCGM to demolish the aforesaid Shop No 1 of Sadhana Cottage and restrain officers of MCGM from acting in furtherance of Notice dated 29<sup>th</sup> August, 2019.
- (xii) An Affidavit in Reply was filed by MCGM in Notice of Motion No. 3464 of 2019 in S. C. Suit No. 1809 of 2019 before the Hon'ble City Court, Dindoshi, wherein MCGM

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denied all the allegations of the Plaintiffs therein in the aforesaid Notice of Motion and inter-alia prayed for the disposal of the same.

- (xiii) MCGM issued a Report dated 11<sup>th</sup> October, 2019 as per the Technical Advisory Committee Meeting held on 3<sup>rd</sup> October, 2019 wherein Sadhana Cottage was declared as a structure falling in C-1 category.
- (xiv) By and under Order dated 21<sup>st</sup> December, 2019 passed by the Hon'ble City Civil Court, Dindoshi in Notice of Motion No. 3464 of 2019 in S. C. Suit No. 1809 of 2019, the aforesaid Notice of Motion was dismissed inter-alia stating that the TAC Committee has declared Sadhana Cottage as C-1 category after considering the conflicting reports on record and after following due process of law has been followed.
- (xv) Aggrieved by the aforesaid Order dated 21<sup>st</sup> December, 2019, Chandulal Kunverji Saparia and Chandrika Chandulal Saparia have filed Writ Petition No. 1201 of 2020 before the Hon'ble Bombay High Court, inter-alia praying to set aside the Order dated 21<sup>st</sup> December, 2019.
- (xvi) Under the Declaration 1 it is declared that the S. C. Suit No. 1809 of 2019 before the Hon'ble City Court, Dindoshi and Writ Petition 1201 of 2020 before the Hon'ble Bombay High Court are pending and the aforesaid Shop No. 1 of Sadhana Cottage has been demolished and that there are no adverse orders passed in the aforesaid Writ Petition (L) No. 31875 of 2019.
- (d) Hitesh Chandulal Saparia:
- (i) Vide Deed of Transfer of Tenancy dated 13<sup>th</sup> March, 2007 executed by one Mrs. Jadvati Baleshwarnath

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Pathak (therein referred to as 'the Outgoing Tenant') of the First Part, Champaben (therein referred to as 'the Landlord / Owner') of the Second Part and Chandrika Chandulal Saparia and Hitesh Chandulal Saparia (therein referred to as 'the Incoming Tenant') of the Third Part and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-1/2121/2007, the Outgoing Tenant therein transferred his tenancy right, title and interest in Shop No. 3 admeasuring 183 square feet carpet area located in Sadhana Cottage along with adjoining 100 square feet open space in favour of the Incoming Tenants therein, in the manner and on the terms and conditions as set out therein.

- (ii) Thereafter, the Second Land along with Sadhana Cottage was sold by Champaben and Desai Builders to M4 LLP vide Deed of Conveyance dated 22<sup>nd</sup> October, 2011 (as detailed hereinabove) and M4 LLP further sold the Second Land along with Sadhana Cottage to Shreepati LLP vide Second Land Conveyance (as detailed hereinabove).
- (iii) By and under Notice dated 13<sup>th</sup> July, 2019, MCGM called upon Chandrika Chandulal Saparia and Hitesh Chandulal Saparia to show cause notice why the aforesaid Shop No - 3 of Sadhana Cottage should not be demolished and provide documents evidencing that the same are not unauthorized structures under Section 351 of Mumbai Municipal Corporation Act, 1888.
- (iv) Aggrieved by the aforesaid Notice dated 13<sup>th</sup> July, 2019, Hitesh Chandulal Saparia and Chandrika Chandulal Saparia filed Suit No. 2161 of 2019 against MCGM and Bhavesh, partner of Shreepati LLP before the Hon'ble City Civil Court, Dindoshi, inter-alia praying to declare the aforesaid Notice dated 13<sup>th</sup> July, 2019 null and void and restrain Defendants therein by way of injunction from

demolishing the aforesaid Shop No. 3 of Sadhana Cottage.

- (v) Hitesh Chandulal Salaria and Chandrika Chandulal Salaria filed Notice of Motion No. 203442 of 2019 in Suit No. 2161 of 2019 before the Hon'ble City Civil Court, Dindoshi Inter-alia praying to restrain Defendants therein by way of injunction from demolishing the aforesaid Shop No. 3 of Sadhana Cottage.
- (vi) Bhavesh, partner of Shreepati LLP i.e. Defendant No. 2 therein filed an Affidavit in Reply in Notice of Motion No. 203442 of 2019 in Suit No. 2161 of 2019 before the Hon'ble City Civil Court, Dindoshi inter-alia denying all the contentions of the Plaintiffs therein. Further, it was inter-alia alleged that the Plaintiffs therein were not the tenants of the aforesaid Shop No. 3 of Sadhana Cottage and the names of Plaintiffs therein were not reflected as tenants of the aforesaid Shop No. 3 of Sadhana Cottage in the Second Land Conveyance and name of one Vardi Shankar Sharma was reflected as tenant.
- (vii) Hitesh Chandulal Salaria and Chandrika Chandulal Salaria filed Chamber Summons No. 205 of 2020 in Suit No. 2161 of 2019 before the Hon'ble City Civil Court, Dindoshi to inter-alia bring additional facts on record pertaining to demolition the structures standing on the Second Land including the aforesaid Shop No. 3 of Sadhana Cottage and to direct MCGM i.e. Defendant No. 1 therein to allow Plaintiffs therein to keep their personal belongings in the aforesaid Shop No. 3 of Sadhana Cottage until final disposal of the captioned matter.
- (viii) By and under Order dated 18<sup>th</sup> December, 2020 passed by the Hon'ble City Civil Court, Dindoshi in Chamber Summons No. 205 of 2020 filed in Suit No. 2161 of 2019, the aforesaid Chamber Summons was allowed to the

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extent of bringing additional facts on record and in light thereof the aforesaid Chamber Summons was disposed of.

- (ix) Under the Declaration 1 it is declared that Suit No. 2161 of 2019 is pending before the Hon'ble Bombay High Court and the aforesaid Shop No. 3 of Sadhana Cottage has been demolished and that there are no adverse orders passed in the aforesaid Suit No. 2161 of 2019 till date.

(e) Amit Chhaganlal Joshi:

- (i) Under the Declaration 1 it is declared that Shreepati LLP has filed City Civil Suit No. 202266 of 2017 against Amit Chhaganlal Joshi before the Bombay City Civil Court, Dindoshi inter-alia praying for restraining Amit Chhaganlal Joshi for creating third party rights with respect to Shop No. 1 occupied by him in Sadhana Cottage and granting status-quo in respect to the aforesaid Shop No. 1 in Sadhana Cottage. We have not perused copy of the plaint filed by Shreepati LLP in the aforesaid matter.
- (ii) Shreepati LLP filed Notice of Motion No. 2650 of 2017 in the City Civil Suit No. 202266 of 2017 against Amit Chhaganlal Joshi before the Bombay City Civil Court, Dindoshi, whereby Shreepati LLP has *inter-alia* alleged that Amit Chhaganlal Joshi is illegally in possession of the aforesaid Shop No. 1 of Sadhana Cottage and further alleged that at the time of purchasing the Second Property (where the aforesaid Shop No. 1 is located) from M4 Realty, the aforesaid shop was in the name of Chandulal Saperia and inter-alia prayed for restraining Amit Chhaganlal Joshi from creating third party rights with respect to the Shop No. 1 occupied by him in Sadhana Cottage and granting status-quo in respect to

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the aforesaid Shop No. 1.

- (iii) By and under Order dated 30<sup>th</sup> March, 2019, passed by the City Civil Court, Dindoshi in Notice of Motion No. 2650 of 2017 in the City Civil Suit No. 202266 of 2017, the aforesaid notice of motion was dismissed on ground that the Plaintiff therein failed to submit registered notice of motion on time.
- (iv) By and under Order dated 17<sup>th</sup> March, 2019, passed by the City Civil Court, Dindoshi in City Civil Suit No. 202266 of 2017, the aforesaid suit was withdrawn by the Plaintiff therein.

(f) **Angat Soni**

- (i) Under the Declaration 1 it is declared that Shreepati LLP has filed City Civil Suit No. 202267 of 2017 against Angat Soni before the Bombay City Civil Court, Dindoshi *inter-alia* praying for restraining Angat Soni for creating third party rights with respect to Shop No. 3 occupied by him in Sadhana Cottage and granting status-quo in respect to the aforesaid Shop No. 3. We have not perused copy of the plaint filed by Shreepati LLP in the aforesaid matter.
- (ii) Shreepati LLP filed Notice of Motion No. 2651 of 2017 in the City Civil Suit No. 202267 of 2017 against Angat Soni before the Bombay City Civil Court, Dindoshi, whereby Shreepati LLP has *inter-alia* alleged that Angat Soni is illegally in possession of Shop No. 3 of Sadhana Cottage and further alleged that at the time of purchasing the Second Property (where the aforesaid Shop No. 3 is located) from M4 Realty, the aforesaid shop was in the name of one Vardi Shankar Sharma and *inter-alia* prayed for restraining Angat Soni from creating third party rights with respect to Shop No. 3 occupied by him in Sadhana

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Cottage and granting status-quo in respect to the aforesaid Shop No. 3.

- (iii) By and under Order dated 30<sup>th</sup> August, 2018, passed by the City Civil Court, Dindoshi in Notice of Motion No. 2651 of 2017 in the City Civil Suit No. 202267 of 2017, the aforesaid notice of motion was dismissed on ground that the Plaintiff therein failed to submit registered notice of motion on time.
- (iv) By and under Order dated 17<sup>th</sup> November, 2018, passed by the City Civil Court, Dindoshi in City Civil Suit No. 202267 of 2017, the aforesaid suit was dismissed on ground of default on part of the Plaintiff therein and Defendant therein being present for the captioned matter.

10. Public Notice

- (a) We have the issued the said Public Notices, in response to the same, we have not received any objections or claims.

11. Development Plan Remarks

- (a) We have been provided with a copy of the Development Plan Remark, 1991 dated 13<sup>th</sup> July, 2016 with respect to the Land bearing City Survey No.1156, 1157 and 1158 of Village Vile Parle (West) which inter alia reflects as follows:
  - (i) The above land falls under the Residential Zone.
  - (ii) Widening of the existing road to be confirmed from the office of the Executive Engineer (Traffic and Co-ordination)/Assistant Engineer (Survey).
- (b) Development Plan Remark, 1991 dated 14<sup>th</sup> September, 2016 and bearing Ref. No. SRDP201609111125106 with respect to the land

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bearing CTS No.1162/A, 1162/B AND 1162/C of Village Vile Parle which inter alia reflects as follows:

- (i) The above land falls under the Residential Zone.
  - (ii) There is a DP road and existing road.
- (c) Development Plan Remark, 1991 dated 11<sup>th</sup> May, 2017 and bearing Ref. No. SRDP201705111134665 with respect to the land bearing CTS Nos. 1156, 1157, 1158, 1159, 1162/A, 1162/B AND 1162/C of Village Vile Parle which inter alia reflects as follows:
- (i) The above land falls under the Residential Zone.
  - (ii) There are two existing roads and DP Road.
- (d) We have been provided with Development Plan Remark, 2034 dated 1<sup>st</sup> December, 2018 and bearing Ref. No. CH.E/DP34201812111179870 with respect to the land bearing CTS Nos. 1156, 1157, 1159, 1155, 1162 and 1160 of Village Vile Parle and the same *inter-alia* reflects as follows:
- (i) The above land falls under the Residential Zone.
  - (ii) The land is affected by proposed road widening of DP Road 9.15 meters.
  - (iii) As per the Regular Line Remark the land is affected by the sanctioned regular line of 12.20 meters wide Police Station road.
- (e) Architect has vide Architect Certificate stated that the Architect has super imposed the CTS Plan of the said Land on the plan of Development Plan Remark, 2034 dated 1<sup>st</sup> December, 2018, on basis which the Architect has certified that the Development Plan Remark, 2034 dated 1<sup>st</sup> December, 2018 wrongly reflects the CTS No. 1155 instead of CTS No. 1156 and CTS No. 1156 instead of CTS No. 1158 Further, out of the reservations affecting the lands mentioned in the Development Plan Remark, 2034 dated 1<sup>st</sup>

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December, 2018, the said Land is only affected by the sanctioned regular line of 12.20 meters wide Police Station road.

12. Searches

(a) **Sub-Registrar of Assurances**

- (i) We have caused to undertake searches at the office of the concerned Sub-Registrar of Assurances through search clerk for the First Land. In this regard, the search clerk has furnished us with a search report dated 16<sup>th</sup> January, 2021 ("First Land Sub-Registrar Search Report"). The First Land Sub-Registrar Search Report has reflected the documents listed in Part A of Annexure "C" hereto.
- (ii) We have caused to undertake searches at the office of the concerned Sub-Registrar of Assurances through search clerk for the Second Land. In this regard, the search clerk has furnished us with a search report dated 16<sup>th</sup> January, 2021 ("Second Land Sub-Registrar Search Report"). The Second Land Sub-Registrar Search Report has reflected the documents listed in Part B of Annexure "C" hereto.

(b) **Registrar of Companies**

- (i) We have caused to undertake searches at the office of the Registrar of Companies with respect to Shreepati LLP. In this regard, the searches have been conducted for period up to 31<sup>st</sup> December, 2020 and we have been provided with a report in this regard wherein there are no charges reflected on Shreepati LLP.
- (ii) We have caused to undertake searches at the office of the Registrar of Companies with respect to the Joint Developer. In this regard, the searches have been

conducted for period up to 31<sup>st</sup> December, 2020 and we have been provided with a report in this regard wherein there are no charges reflected on the Joint Developer.

13. **Property Tax**

- (a) We have been provided with a statement procured from the MCGM website which reflects that the outstanding property tax with respect to the First Property is Rs. 8,872/- (Rupees Eight Thousand Eight Hundred and Seventy Two only), 17<sup>th</sup> January, 2021. We have not perused any copies of bills and receipts acknowledging the payment of the property tax bills with respect to the 1159 and 1159/1 Property.
- (b) We have been provided with a statement procured from the MCGM website which reflects that the outstanding property tax with respect to the Second Property is Rs. 2,38,512/- (Rupees Two Lacs Thirty Eight Thousand Five Hundred and Twelve only), as on 17<sup>th</sup> January, 2021. We have not perused any copies of bills and receipts acknowledging the payment of the property tax bills with respect to the Second Property.
- (c) Under the Declaration 1 it is declared that save and except an amount of Rs. 8,872/- (Rupees Eight Thousand Eight Hundred and Seventy Two only) with respect to the First Property and an amount of Rs. 2,38,512/- (Rupees Two Lacs Thirty Eight Thousand Five Hundred and Twelve only) with respect to the Second Property, no other amounts are due and payable towards property tax of the said Land and / or the development thereof.

14. **Site Status**

- (a) Under the Declaration 1 it is declared that all the structures on the said Land have been demolished and the said Land is vacant.

D. **CONCLUSION**

- (a) Subject to all that is stated hereinabove, we are of the opinion that: Shreepat LLP, Mahendra, Bhavesh and the Joint Developer are

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entitled to jointly develop the said Property in accordance with the Joint Development Agreement, and such entitlements are clear and marketable, subject to (i) the terms and conditions of all the approvals obtained for the development of the said Property from time to time (including the said LOI), (ii) obtainment of all the statutory permissions and approvals as may be required in this regard, (iii) the payment of outstanding property tax bills as set out in Paragraph C.13 above and (iv) the pending litigations as set out in Paragraph C.9 above.

**THE FIRST SCHEDULE REFERRED TO HEREINABOVE**

(Description of the 1159 (part) and 1159/1 Land)

All those pieces and parcels of land bearing CTS No. 1159 (part) and 1159/1 of Village Vile Parle (West) and collectively admeasuring 944.79 square meters situate, lying and being at Police Station Road, Vile Parle (West), Mumbai – 400 056 and bounded as follows:

- On the North by : By Police Station Road (Baji Prabhu Deshpande Marg);
- On the South by : By land bearing CTS No. 1153 of Village Vile Parle (West);
- On the East by : By land bearing CTS Nos. 1158, 1157, 1155, 1154 and 1153 of Village Vile Parle (West); and
- On the West by : By land bearing CTS Nos. 1160, 1164, 1163 & Public Road known as "Pallane".

**THE SECOND SCHEDULE REFERRED TO HEREINABOVE**

(Description of the 1162C Land)

All those pieces and parcels of land bearing CTS No. 1162C of Village Vile Parle (West) and admeasuring 145.50 square meters situate, lying and being at Police Station Road, Vile Parle (West), Mumbai – 400 056 together with structure standing thereon comprising of ground plus 2 (two) upper floors and bounded as follows:

- On the North by : By land bearing CTS No. 1160 of Village Vile Parle (West);
- On the South by : By property of Triveni CHS Ltd;
- On the East by : By Lala Lajpat Rai Road; and
- On the West by : By public road known as "Pallane"

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**THE THIRD SCHEDULE REFERRED HEREINABOVE**  
(Description of Second Land)

All those pieces and parcels of land admeasuring 283.10 square meters (378.50 square meters as per Second Land Deed of Conveyance) and bearing CTS Nos. 1158, 1157, 1157/1, 1157/2, 1157/3, 1158, 1158/2, 1158/3 and 1158/4 of Village Vile Parle (West) situate, lying and being at Pond Gauthan, Vile Parle (West), Mumbai – 400056 together with structure standing thereon comprising of ground plus 2 (two) upper floors and bounded as follows:

- On the North by : By Old Police Station Road;
- On the South by : By the property known as Shalimar Building;
- On the East by : By Sarojini Road;
- On the West by : By the property of Neel Sheel Premises Co-operative Society Limited;

**DATED THIS 25<sup>th</sup> DAY OF JANUARY, 2021**

For Wadia Ghandy & Co.

  
Partner