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Date: 26.11.2018

TITLE REPORT

TO WHOMSOEVER IT MAY CONCERN

Re: All those pieces and parcels of land collectively admeasuring 6732.10 square meters bearing CTS nos. 669, 669/1 to 35 (bearing Survey Nos. 161B, 161D and 164/5) and 670 (bearing Survey No. 164 Hissa No. 11) of Village Mulund (E) situate, lying and being at Gokhale Road, Mulund East, Mumbai - 400081 ("**said Land**"). The said Land is more particularly described in the **First Schedule** hereunder written.

A. OWNERSHIP OF THE SAID LAND

1. By and under an Agreement dated 14th January, 1958 executed by and between Purushottam Govindji Amalia in favour of Bombay Municipal Corporation and registered with the office of the Sub Registrar of Assurances at Serial No. 333 of 1958 in relation to the said Land, Purushottam Govindji Amalia agreed to the conditions stated therein for the division of the said Land.
2. By and under a Deed of Mortgage dated 15th October, 1959 executed by and between Purushottam Govindji Amalia (Mortgagor) and K.P. Motilal & Company Private Limited. (Mortgagee) and registered with the office of the Sub Registrar of Assurances at serial No. 7489 of 1959, whereby Purushottam Govindji Amalia mortgaged the said Land in favour of K.P. Motilal Reo Pvt. Ltd. on the terms and conditions set out



therein. It was stated therein that the Mortgagee advanced to the Mortgagor various sums aggregating to Rs. 9,000 upon the condition that the Mortgagor will repay the said sum along with the interest to the Mortgagee on 15th October, 1961.

3. By and under a Deed of Gift dated 26th October, 1959 executed by and between i) Purushottam Govindji Amalia in favour of i) Devibai alias Shantaben Purushottam G. Sampat, ii) Vijay P. Sampat and iii) Haresh P. Sampat and registered with the office of the Sub Registrar of Assurances at serial no.7787 of 1959, by which Purushottam Govindji Amalia gifted the said Land to Devibai alias Shantaben Purushottam G. Sampat, ii) Vijay P. Sampat and iii) Haresh P. Sampat.
4. Even thereafter the Deed of Rectification dated 27th March, 1961 was executed by and between i) Purushottam Govindji Amalia alias Sampat, ii) Devibai alias Shantaben Purushottam G. Sampat, iii) Vijay P. Sampat and iv) Haresh P. Sampat and registered with the office of the Sub Registrar of Assurances at serial no. 2085 of 1961, wherein a correction was made in respect of the land gifted under the gift deed referred to above.
5. By and under an Agreement / Right of Way dated 5th October, 1978 executed by and between i) Devibai alias Shantaben Purushottam G.



Sampat, ii) Vijay P. Sampat and iii) Haresh P. Sampat therein referred to as the Party of the First Part, iv) M/s. Ajay Builders therein referred to as the Party of the Second Part, and v) Prabhavati Govind Page therein referred to as the Party of the Third Part, and registered with the office of the Sub Registrar of Assurances at serial no. 1909 of 1978 in relation to two pieces of land described in the First Schedule being land bearing Survey No. 164 Hissa No.5(part) and CTS No. 659 (part), Chalta No.73/3 & 73/4, Sheet No.100 admeasuring 490 square meters and the land described in the Second Schedule being land bearing Survey No.140 Hissa No.1/3, CTS No. 673, Chalta No. 68 to 71, 72-A, 72-B, 72-C &73-1 Sheet No.100 admeasuring 600 square meters, whereby the Party of the First part granted a right of way to the Party of the Third Part and her successors-in-title on the land which is described in the First Schedule.

6. The Deed of Conveyance dated 23rd June, 1994 (as defined below) inter-alia reflects as under:
 - (i) Smt. Devibai alias Shantaben Purushottam G. Sampat, Vijay P. Sampat and Haresh P. Sampat were absolutely in possession of and otherwise well and sufficiently entitled to the said land.
 - (ii) By and under Agreement dated 23rd September, 1977 executed by and between Smt. Devibai alias Shantaben Purushottam G.



Sampat, Vijay P. Sampat and Haresh P. Sampat, Smt. Devibai alias Shantaben Purushottam G. Sampat, Vijay P. Sampat and Haresh P. Sampat agreed to sell the land bearing CTS No. 669 and 669/1 to 35 (forming part of the said Land) to M/s. Ajay Builders, in the manner and on the terms and conditions as set-out therein.

- (iii) By and under Agreement dated 8th June, 1981 executed by and between Smt. Devibai alias Shantaben Purushottam G. Sampat, Vijay P. Sampat and Haresh P. Sampat and M/s. Ajay Builders, Smt. Devibai alias Shantaben Purushottam G. Sampat, Vijay P. Sampat and Haresh P. Sampat agreed to sell the land bearing CTS No. 670 (forming part of the said Land) to M/s. Ajay Builders, in the manner and on the terms and conditions as set out therein.
- (iv) Smt. Devibai alias Shantaben Purushottam G. Sampat died intestate on or about 9th May, 1986 leaving behind surviving her husband Purushottam Govindji Sampat and (1) Vijay Purushottam Sampat (2) Harish Purushottam Sampat (3) Haridas Purushottam Sampat (4) Laljibhai Popatlal Asher (5) Deepak Laljibhai Asher (6) Mamta Laljibhai Asher (7) Hemal R. Bhatia (8) Malini N. Desai and (9) Kusum Dattaram Dhireyavan as her only legal heirs and legal representatives.



- (v) Purushottam Govindji Sampat died intestate on or about 11th November, 1986 leaving behind surviving (1) Vijay Purushottam Sampat (2) Harish Purushottam Sampat (3) Haridas Purushottam Sampat (4) Laljibhai Popatlal Asher (5) Deepak Laljibhai Asher (6) Mamta Laljibhai Asher (7) Hemal R. Bhatia (8) Mallni N. Desai and (9) Kusum Dattaram Dhireyavan as his only legal heirs and legal representatives.
- (vi) By and under a Deed of Conveyance dated 23rd June, 1994 ("**Deed of Conveyance dated 23rd June, 1994**") executed by and between (i) Vijay Purushottam Sampat (ii) Harish Purushottam Sampat, (iii) Haridas Purushottam Sampat, (iv) Laljibhai Popatlal Asher, (v) Deepak Laljibhai Asher, (vi) Mamta Laljibhai Asher (vii) Hemal R. Bhatia (viii) Malini N. Desai and (ix) Kusum Dattaram Dhireyavan (therein referred to as "the Vendors" of the first part) and M/s. Ajay Builders (therein referred to as "the Confirming Party" of the second part) and M/s. Arihant Construction Co. (therein referred to as "the Purchasers" of the Other Part) (hereinafter referred as "**Arihant**") and registered with the office of the Sub Registrar of Assurances at serial no. BBM-1/2214 of 1994, the Vendors therein sold, transferred and assigned the said Land (and confirming parties confirmed the



same) in favour of the Purchasers, in the manner as set out therein.

- (vii) By and under a Notification dated 7th November, 1997 issued by the Government of Maharashtra and published in the Official Government Gazette on 16th February, 1978, the land bearing CTS No. 669 admeasuring 6138.30 square meters and land bearing CTS No. 670 admeasuring 701.20 square meters was declared as "Slum" areas under the provisions of Section 4(1) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("the Slum Act").
- (viii) By and under an Indenture dated 26th December, 2001 executed by and between (1) Shri Uday Sadashiv Garde (2) Smt. Lilabai Sadashiv Garde (3) Mrs. Shobha Arun Sapre, the only heirs of Late Shri Sadashiv Vithal Garde and (4) Shri Pramod Shridhar Garde, the only heir and legal representative of Shri Shridhar Vithal Garde & Smt. Indu Shridhar Garde (therein referred to as "the Vendors" of the First Part) and M/s. Vishal Enterprises, a partnership firm registered under the Partnership Firms Act, 1956 and having its registered office at 8, Matruchhaya, M.G. Road, Mulund (W), Mumbai 400 080 (therein referred to as "the Purchasers" of the Second Part) and registered with the office of



the Sub-Registrar of Assurances, the Vendors therein sold, assigned, conveyed and transferred land bearing CTS No.670 admeasuring 701.20 square meters forming part of the said Land to M/s. Vishal Enterprises. This Indenture inter alia reflects as follows:

- (a) The Vendors therein are the owners of the said Land.
- (b) Smt. Santiben alias Deviben Pursuhottam Amaliya alias Sampat and others had unauthorisedly constructed a chawl on this land and had thus encroached upon this land.
- (c) The Vendors therein and/or their predecessors-in-title filed a suit being Suit No. 746 of 1964 in the Hon'ble Bombay City Civil Court which was dismissed by an order dated 25th April, 1977.
- (d) Aggrieved by the same, the Vendors therein and/or their predecessors-in-title filed First Appeal being Appeal No. 417 of 1978 in the Hon'ble Bombay High Court and by an order dated 8th October, 1977 the aforesaid order dated 25th April, 1977 passed by City Civil Court was quashed and set aside by High Court and Suit No. 746 of 1964 was decreed in the manner as stated therein.



- (ix) By and under a Deed of Re-constituted Partnership dated 26th September, 2003 executed by and between (1) Anandji Lalji Shah, (2) Smt. Diwaliben Gulabchand, (3) Smt. Nirmala Hemchand, (4) Suresh Anandji and (5) Bhavesh Hemchand (therein referred to as the "Continuing Partners" of the First to Fifth Part) and (1) Khushal Gangji Shah, (2) Dhiraj Champshi Shah, (3) Vijay Vithal Panchal (4) Kishore Bhanji Gangar (5) Kamlesh Dharamshi Gangar (6) Surendra Dungarshi Satra (7) Mahendra Dungarshi Satra and (8) Anil Vijay Deshmukh (therein referred to as "the Incoming Partners" of the Sixth to Thirteenth Part), the parties therein agreed to carry on the business of the firm in the name and style of "**Arihant Construction Company**".
- (x) By and under Declaration dated 3rd February, 2005 executed by Khushal Gangji Shah in relation to the said property, inter-alia declaring that Khushal Gangji Shah had introduced this land as capital contribution in Arihant on 30th September, 2003. He recorded and declared in this Declaration that he shall make, sign and execute such documents and writings as may be required to vest the title and ownership in the land bearing C.T.S. No. 669 together with the structures standing thereon to Arihant.



(xi) By and under NOC dated 2nd November, 2005 bearing Reference No. C/ULC/D-XIII/WS-394/2005 addressed by the Office of the Additional Collector & C.A., U.L.C. Brihanmumbai to Shri. Vijay Purshottam Sampat with respect to the Issue of NOC for transfer of the property bearing CTS No. 669, 669/1 to 35 of Village Mulund (East) Taluka Kurla in Mumbai Suburban District and referring to the application dated 12th November, 2005 whereby it was inter-alia stated that:

- (a) From the documents furnished with the application, it is seen from the extract of the P.R. Cads in respect of CTS No. 669, 669/1 to 35 that the name of Shri Vijay Purshottam Sampat and others has been recorded as holder.
- (b) It is seen from the original CTS Plan in respect of CTS No. 669, 669/1 to 35 that the existing structures are shown by black ink and have separate CTS Cards. These structures are also assessed by MCGM prior to commencement of Urban Land (C & R) Act, 1976. According to the area calculation made by the office staff, the area under plinth is calculated to the extent of 573.05 square meters, land appurtenant is 946.02 square meters, additional appurtenant is 3004.11 square meters and 25% R.G. works



out to 1507.72 square meters. Considering the area under plinth, land appurtenant, additional land appurtenant and 25% R.G., entire land is non-vacant land and there is no surplus vacant land in the said property.

- (c) As per G.R. No. ULC-1485.(2164)/D-XIV dated 22nd August, 1985, the land which is covered by authorized structures can be transferred without any restriction and hence the Office has no objection from ULC point of view to transfer the above property in favour of M/s. Arihant Construction Co.
- (xii) By and under a Power of Attorney dated 9th December, 2005 executed by Khushal Gangji Shah in favour of (1) Vijay Vithal Panchal and (2) Mahendra Dungarshi Satra, Khushal Gangji Shah granted various powers and authorities in relation to land bearing CTS No. 670 to (1) Vijay Vithal Panchal and (2) Mahendra Dungarshi Satra as more particularly set out therein.
- (xiii) By and under a Deed of Retirement dated 14th December, 2006 executed by and between (1) Anandji Lalji Shah, (2) Smt. Diwaliben Gulabchand, (3) Smt. Nirmala Hemchand, (4) Suresh Anandji and (5) Bhavesh Hemchand (therein referred to as the "Retiring Partners" of the One Part) and (1) Khushal Gangji Shah,



(2) Dhiraj Champshi Shah, (3) Vijay Vithal Panchal (4) Kishore Bhanji Gangar (5) Kamlesh Dharamshi Gangar (6) Surendra Dungarshi Satra (7) Mahendra Dungarshi Satra and (8) Anil Vijay Deshmukh (therein referred to as "the Continuing Partners" of the Other Part, (1) Anandji Lalji Shah, (2) Smt. Diwaliben Gulabchand, (3) Smt. Nirmla Hemchand, (4) Suresh Anandji and (5) Bhavesh Hemchand retired as the partners of Arihant, and Arihant was reconstituted in the manner and on the terms and conditions as set out therein.

(xiv) Deed of Partnership dated 14th December, 2006 executed between the Continuing Partners, as described above recorded the terms of said partnership.

(xv) By and under a Deed of Release cum Reconstitution dated 31st July, 2017 executed by and between (1) Meera Mahendra Satra, (therein referred to as the "Releasor") (2) Anil Vijay Deshmukh, (3) Khushal Gangji Shah, (4) Dhiraj Champshi Shah, (5) Vijay Vithal Panchal (6) Kishore Bhanji Gangar (6) Kamlesh Dharamshi Gangar (7) Surendra Dungarshi Satra (therein referred to as the "Releasees") and (8) Trisha Mahendra Satra (therein referred to as "the Confirming Party"), Meera Mahendra Satra, being the sole nominee of Mahendra Dungarshi Satra who died on 17-02-2015,



releases, in favour of the Releasees, all her share, right, title, interest in the capital and profits / losses in the firm and all the rights, liberties and privileges pertaining thereto for the lump-sum amount as more particularly set out therein and Confirming Party has agreed to confirm such release, and Arihant was reconstituted in the manner and on the terms and conditions as set out therein.

(xvi) By and under a Deed of Admission cum Retirement dated 25th September, 2017 executed by and between (1) Khushal Gangji Shah, (2) Dhiraj Champshi Shah, (3) Vijay Vithal Panchal (4) Kishore Bhanji Gangar (5) Kamlesh Dharamshi Gangar (6) Surendra Dungarshi Satra (therein referred to as the "Retiring Partners") and (7) Anil Vijay Deshmukh (therein referred to as "the Continuing Partners") and (8) Vilas Pralhadrao Kharche & (9) Vertex Realty Advisors Private Limited (therein referred to as "the Incoming Partners"), (1) Khushal Gangji Shah, (2) Dhiraj Champshi Shah, (3) Vijay Vithal Panchal (4) Kishore Bhanji Gangar (5) Kamlesh Dharamshi Gangar (6) Surendra Dungarshi Satra retired as the partners of Arihant, and Arihant was reconstituted in the manner and on the terms and conditions as set out therein.



B. SLUM DWELLERS ON THE SAID LAND

1. The slum dwellers residing on the said Land formed society in the name and style as Shivangan SRA CHS Limited ("**Shivangan CHS**") which was registered on 31st August, 2006.
2. The Slum Dwellers on the said Land and the Shivangan CHS have appointed Arihant as the developer of the said Land to undertake Slum Rehabilitation Scheme under amended DCR 33(10) on the said Land by executing the following documents:
 - (i) By and under a resolution passed by the Shivangan CHS in its general body meeting, Shivangan CHS inter-alia resolved to appoint Arihant as the developer with respect to the said Land.
 - (ii) By and under a Development Agreement dated 26th September 2004, executed by and between Shivangan CHS One Part and Arihant of the Other Part, Shivangan CHS granted development rights for developing the said Land to Arihant, in the manner and on the terms and conditions as set out therein.
 - (iii) By and under a Power of Attorney (executed on stamp paper dated 10th September, 2004) by Shivangan CHS in favour of Vijay Vithal Panchal and Mahendra Dungarshi Satra, granting various powers and authorities as more particularly set out therein in relation to the development of said Land.



- (iv) Common Consent Letter (executed on stamp paper dated 10th September, 2004) by approximately 181 hutment dwellers addressed to the CEO, SRA inter-alia intimating him about the appointment of Arihant as a developer with respect to the said Land.
- (v) The Shivangan CHS has been registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. MUM/SRA/HSG/(T.C.)/11185/2010 and a Registration Certificate dated 31st August, 2006 has been issued in this regard by the Assistant Registrar, Co-operative Societies, SRA.

C. APPROVALS FOR THE SAID LAND:

1. By and under letter dated 28th September, 2004 addressed by Vision Architects on behalf of Arihant to SRA, Vision Architects requested SRA to process the proposal for development of Slum Rehabilitation Scheme under Clause 33(10) DCR, 1991 on the plot bearing CTS No. 669, 669/1 to 34, 670 of Village Mulund (E) for Shivangan CHS (Prop.) and issue the Letter of Intent at the earliest.
2. **Letter of Intent** issued by SRA dated 29th April, 2006 bearing Reference No. SRA/ENG/959/T/PL/LOI to M/s. Arihant Construction Co. and Shivangan SRA CHS. in respect of slum rehabilitation scheme



on the said Land with 2.70 FSI, out of which FSI of 2.50 shall be allowed to be consumed on the terms and conditions as more particularly mentioned therein. The salient features of the Scheme as mentioned in the LOI are as follows:

- (i) The area of the plot/slum is 6732.10 square meters;
- (ii) Rehabilitation component is 9397.56 square meters
- (iii) Sale component is 9397.56 square meters
- (iv) Rehab built up area is 7161.20 square meters
- (v) Sale built up area is 8152.25 square meters
- (vi) FSI sanctioned is 2.70
- (vii) Total built up area 16558.76 square meters
- (viii) Number of slum dwellers to be re- accommodated are 139 and
Number of PAP tenements generated in the subject SR scheme
are 167.
- (ix) Area of unbulldable reservation/ road to be surrendered - Road
Setback is 7.10 square meters
- (x) Built up area permitted on the plot (rehab + sale) - 15313.45
square meters

3. **Annexure III** dated 29th April, 2006 bearing No. SRA/ACCT/ANNE XIII/CERT/1354/2006 issued by SRA which Inter-alia recorded the following:



- (i) Name of the Chief Promoter/ President & Secretary of the Slum Co-op Society: Mr. Ram L. Tondwalkar; Mr. Bhanu V. Nidrojia
 - (ii) Number of Rehabilitation Tenements to be constructed as per Annexure II: 323 Tenements
 - (iii) Name and Address of the Developer: M/s. Arihant Construction Co.
4. **Intimation of Approval** bearing No. SRA/ENG/1715/T/PL/AP dated 15th November, 2006 issued to Arihant Constructions Co. with reference to Letter no. 308 dated 15th July, 2006 with respect of Rehab building on the said Land, for Rehab Building No.1 comprising of ground plus 7 (seven) upper floors was issued. The proposal of construction of the building or work to be executed was approved subject to terms and conditions as mentioned therein.
5. Letter dated 27th November, 2006 bearing No. SRA/Eng/959/T/PL/AP/TTR addressed by Executive Engineer, SRA to Samar Raut, M/s. Vision and bearing reference to proposal dated 7th November, 2006 whereby the permission to construct temporary transit structure of Ground + 04 upper floors for 75 transit tenements on the said plot at Mulund (East) was granted under DCR 33 (10) subject to the conditions mentioned therein.



6. **Commencement Certificate** dated 7th July, 2007 and bearing Reference No. SRA/ENG/1715/T/PL/AP issued by SRA to Arihant Construction Co. granted for work upto plinth level only for Rehab Building No.1 on the terms and conditions set out therein and in the Letter of Intent dated 29th April, 2006 and Intimation of Approval dated 15th November 2006.
7. **Revised Letter of Intent** issued by SRA dated 1st July, 2017 bearing Reference No. SRA/ENG/959/T/PL/LOI to M/s. Arihant Construction Co. and Shivangan SRA CHS Ltd. for joint development of slum and non-slum plot in respect of slum rehabilitation scheme on the said Land with 3.58 FSI, out of which FSI of 3.00 shall be allowed to be consumed in-situ in respect of slum plot and 2.40 FSI (I.e. Basic 1.00 FSI + 0.50 additional FSI against payment of premium + 0.90 permissible TDR) in respect of non-slum plot, on the terms and conditions as more particularly mentioned therein, and M/s. Arihant is require to construct 94 Rehab tenement and 221 PAP tenements.
8. Approval to the amended plans by regularising the work carried out of Rehab Building No. 1 was issued by SRA dated 31st August, 2017 bearing Reference No. SRA/ENG/1715/T/PL/AP, on the terms and conditions as more particularly mentioned therein.



T/PVT/0040/20040928/S3, on the terms and conditions as more particularly mentioned therein.

14. Commencement Certificate dated 11th June, 2018 and bearing Reference No. T/PVT/0040/20040928/S3 issued by SRA to Arihant for work up to stilt slab i.e. 6th level podium for Sale Building No. 3.

D. LITIGATION

1. We have not carried out any searches in any Courts, and even We have not issued any Public Notice calling objections/inviting claims about anyone's right, title and interest in respect of the said land but We have been informed by the Arihant that there are no pending litigation in relation to the said Land in any Competent Court of Law and even except Arihant, no one has any right, title or interest in the said land.

E. SITE STATUS

1. With respect to the current site status of the said Land, Arihant has declared, informed and stated us as follows:
 - (i) There is 1 rehab building (Rehab Building No. 1) of Ground plus 7 (seven) upper floors constructed on the aforesaid land.
 - (ii) Rehab Building No. 3 has been demolished.
 - (iii) Temporary transit camp has been demolished.



F. CONCLUSION

Accordingly Subject to what is stated herein above , relying upon the efficacy of the above mentioned documents, permissions and sanctions referred herein above and subject to further due compliance of the terms and conditions of the LOI, Revised LOI, IOA, CC and the provisions of The Maharashtra Slum Areas(IC&R) Act, 1971 and the provisions of The MRTP Act as well as the provisions of amended DCR 33(10), that are required to be performed by M/s. Arihant from time to time , in my opinion M/s. Arihant has a free and marketable title for sale of "Free Sale Areas" permitted to be constructed as above over the said land.

For the purpose of this Report , I have pursued the photocopies of the documents provided by M/s. Arihant as mentioned above, and have relied upon the contents being true and correct.

FIRST SCHEDULE

(Description of the said Land)

All those pieces and parcels of land collectively admeasuring 6732.10 square meters comprising of land bearing CTS Nos. 669, 669/1 to 35 (bearing Survey Nos. 161B, 161D and 164/5) and CTS No. 670 (bearing Survey No. 164 Hissa No. 11) of Village Mulund (E) situate, lying and being

at Lokmanya Tilak Road, Mumbai in the Registration Sub-District of Kurla,

District Mumbai Suburban and bounded as follows:

On East by : C.T.S. Nos. 604, 606, 607 and 679.

On West by : C.T.S. Nos. 610, 666, 665, 667 and 657/1.

On North : C.T.S. Nos. 609A, 610 and 608.

On South : C.T.S. Nos. 672, 673, 674 and Gokhale Road.

Dated this 26th day of November, 2018 .

Jagdish G. Aradwad (Reddy),
Advocate, Mumbai High Court.