



Ref. No.SC/SN/2335/2021

Date: 09th August, 2021

To,

MahaRERA

6th & 7th Floor, Housefin Bhavan,
Plot No. C - 21, E - Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub.: Title clearance certificate in respect of land or ground bearing **CTS No. 267-A**, Area.145.2 Sq. Mtr, & **CTS No. 267-B**, Area. 607.0 Sq. Mtr, **CTS No. 267-C**, Area. 13.4 Sq. Mtr, **CTS No. 267/1**, Area. 98.0 Sq. Mtr, **CTS No. 267/2**, Area. 36.7 Sq. Mtr, SHILPADATTA CHS LTD, of Borla Village, Taluka Kurla & District Mumbai.

We have investigated the title to the Property on the request of our clients, SHILPA DUTTA CO-OPERATIVE HOUSING SOCIETY LIMITED and copy of the documents listed herein below based on which we observe that:-

1. **Description of the Property:** All that piece or parcel of land or ground bearing CTS No. 267-A, Area.145.2 Sq. Mtr, & CTS No. 267-B, Area. 607.0 Sq. Mtr, CTS No. 267-C, Area. 13.4 Sq. Mtr, CTS No. 267/1, Area. 98.0 Sq. Mtr, CTS No. 267/2, Area. 36.7 Sq. Mtr, SHILPADATTA CHS LTD, of Borla Village, Taluka Kurla & District Mumbai (hereinafter referred to as "**the Said Property**")
2. **The Documents of Allotment of Plot:**
 - a) One Bai Aimai Shapurji Pestonji Chemburwala was seized and possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises situate at Borla Village, Taluka Kurla & District Mumbai sub, being the said Property.
 - b) Vide Deeds of Conveyance dated 12.12.1927, Bai Aimai Shapurji Pestonji Chemburwala (therein called the Vendor) and Waman Tukaram Patil (therein called the Purchaser), the Vendor did for the consideration mentioned therein grant convey, assign and assure the said Property to Waman Tukaram Patil.
 - c) The said Waman Tukaram Patil died intestate on or about 11th July 1944 leaving behind him his Sons Nagesh Waman Patil, Amarnath Waman Patil and Yeshwant Waman Patil.
 - d) Vide Agreement for Sale dated 10.10.1970 between Nagesh Waman Patil, Amarnath Waman Patil and Yeshwant Waman Patil (therein called the Vendor) and one Raghuvir S. Kochikar and Maruti L. Bhatt (therein called the Purchaser), the said Property was conveyed in favor of Raghuvir S. Kochikar and Maruti L. Bhatt.
 - e) Vide Agreement for Sale dated 05.06.1971 executed between Raghuvir S. Kochikar and Maruti L. Bhatt (therein called the Vendors) and Pramod Jagannath Kamath as the Chief Promoter of the proposed society named SHILPA DUTTA CO-OPERATIVE HOUSING SOCIETY LIMITED, Pramod Jagannath Kamath agreed to purchase the said Property to be conveyed to SHILPA DUTTA CO-OPERATIVE HOUSING SOCIETY LIMITED.
 - f) Vide Indenture dated 10.01.1974 registered with the office of the Sub-Registrar of Assurances, registered between 1. Yeshwant Waman Patil 2. Mrs. Manek Yeshwant Patil 3. Vihang Yeshwant Patil 4. Nita Yeshwant Patil & 5. Parag Yeshwant Patil (therein

Page 1 of 9





referred to as the 'Vendors' as the party of the First part) and 1. Amarnath Waman Patil 2. Smt. Vijaya Amarnath Patil 3. Navin Amarnath Patil 4. Kamini Amarnath 5. Hasuka alias Hemanji Amarnath Patil & 6. Subeta Amarnath Patil (therein referred to as the "The First Confirming Party" as the party of the second part) and 1. Nagesh Waman Patil 2. Mrs. Pramila Nagesh Patil 3. Nitin Nagesh Patil 4. Kanchan Nagesh Patil 5. Nilesh Nagesh Patil (therein referred to as the Party of the Second Confirming Party as a party of the Third Part) and Hemlata Waman Patil (therein referred to as the Party of the Third Confirming Party as a party of the Fourth Part) and 1. Raghuvir S. Kochikar 2. Maruti L. Bhatt (therein referred to as the Party of the Fourth Confirming Party as a party of the Fifth Part) and Pramod Jagannath Kamath (therein referred to as the Party of the Fifth Confirming Party as a party of the Sixth Part) And Shilpa Dutta Co-operative Housing Society Limited (therein referred to as the 'Purchasers' as party of the Seventh Part), the said Shilpa Dutta Co-operative Housing Society Limited became owner of the said Property.

- g) Vide Indenture of Rectification, registered between 1. Yeshwant Waman Patil 2. Mrs. Manek Yeshwant Patil 3. Vihang Yeshwant Patil 4. Nita Yeshwant Patil & 5. Parag Yeshwant Patil (therein referred to as the 'Vendors' as the party of the First part) and 1. Amarnath Waman Patil 2. Smt. Vijaya Amarnath Patil 3. Navin Amarnath Patil 4. Kamini Amarnath 5. Hasuka alias Hemanji Amarnath Patil & 6. Subeta Amarnath Patil (therein referred to as the "The First Confirming Party" as the party of the second part) and 1. Nagesh Waman Patil 2. Mrs. Pramila Nagesh Patil 3. Nitin Nagesh Patil 4. Kanchan Nagesh Patil 5. Nilesh Nagesh Patil (therein referred to as the Party of the Second Confirming Party as a party of the Third Part) and Hemlata Waman Patil (therein referred to as the Party of the Third Confirming Party as a party of the Fourth Part) and 1. Raghuvir S. Kochikar 2. Maruti L. Bhatt (therein referred to as the Party of the Fourth Confirming Party as a party of the Fifth Part) and Pramod Jagannath Kamath (therein referred to as the Party of the Fifth Confirming Party as a party of the Sixth Part) And Shilpa Dutta Co-operative Housing Society Limited (therein referred to as the 'Purchasers' as the party of the Seventh Part), the description of the said Property incorrectly mentioned as bearing Survey no. 39 No. 2A Part in the Indenture dated 10.01.1974 was rectified to mention Survey no. 39 Hissa no. 1 (Part).
- h) **Thus SHILPA DUTTA CO-OPERATIVE HOUSING SOCIETY LIMITED, acquired ownership rights in respect of the said Property Vide the said registered Indenture dated 10.01.1974 and registered Indenture of Rectification dated 11.08.1974.**
3. As per the copy of Property Registration Cards for plots bearing CTS Nos. 267-A, 267-B, 267-C, 267/1, 267/2, it appears that the following plots of land bearing CTS. No. 267A, Admeasuring 145.2 Sq. Mts, CTS. No. 267-B, Admeasuring 607 Sq. Mts, CTS. No. 267-C Admeasuring 13.4 Sq. Mts, CTS. No. 267/1 Admeasuring 18 Sq. Mts, CTS. No. 267/2 Admeasuring 26.7 Sq. Mts, the name of the said SHILPA DUTTA CO-OPERATIVE HOUSING SOCIETY LIMITED is currently shown in plots mentioned above.
4. Search Report dated 28.07.2021 issued by S.R. Kadam for the searches conducted in the office of the Sub-Registrar of Assurances at Bandra, Kurla - 1,2,3,4,5 for the period extending from 1991 to 2021 (30 years) in relation to the Scheduled Property, it appears that no transactions with regards to the Scheduled Property have been entered into by the said Society or any third person is reflected in the Sub-Registrar's Offices at Bandra.
5. A Public Notice dated 17.02.2021 was published in "Free Press Journal" and "Navshakti".



6. On perusal of the above mentioned documents and all other relevant documents relating to title of the Said Property, we are of the opinion that Shilpa Dutta Co-operative Housing Society Limited has clear, marketable right to the said Property without any encumbrances.
7. **Qualifying comments/remarks if any:** In view of and subject to what is stated hereinabove and more particularly subject to our observations in Annexure 'A', the said SHILPA DUTTA CO-OPERATIVE HOUSING SOCIETY LIMITED, is entitled to the rights to the said Property i.e. CTS No. 267-A, Area.145.2 Sq. Mtr, & CTS No. 267-B, Area. 607.0 Sq. Mtr, CTS No. 267-C, Area. 13.4 Sq. Mtr, CTS No. 267/1, Area. 98.0 Sq. Mtr, CTS No. 267/2, Area. 36.7 Sq. Mtr, as Owner and the said right and interest can be said as clear and marketable.
8. The report reflecting the flow of the title of SHILPA DUTTA CO-OPERATIVE HOUSING SOCIETY LIMITED in respect of the said Property, is enclosed herewith as **Annexure-A**.

Enclosed:

1. Annexure 'A'- Flow of Title

Date: 09th August, 2021

FOR M/S. S. C. LEGALS

ADV. C. D. AGRAWAL
PARTNER





Annexure 'A'

Flow of Title of the said Property

REF NO: SC/SN/2335/2021

09th August, 2021

To,

SANDU DEVELOPERS

4th Floor, B - Wing, Shrikant Chambers,
Next to R. K. Studios, Sion Trombay Road,
Chembur (E), Mumbai - 400 071

TITLE SCRUTINY REPORT

Re: ALL THAT Property Land Bearing CTS No. 267-A, Area.145.2 Sq. Mtr, & CTS No. 267-B, Area. 607.0 Sq. Mtr, CTS No. 267-C, Area. 13.4 Sq. Mtr, CTS No. 267/1, Area. 98.0 Sq. Mtr, CTS No. 267/2, Area. 36.7 Sq. Mtr, SHILPADATTA CHS LTD, of Borla Village, Taluka Kurla & District Mumbai sub **(the said Property)**.

The photocopies of the following documents with respect to the said Property bearing CTS No. 267-A, Area.145.2 Sq. Mtr, & CTS No. 267-B, Area. 607.0 Sq. Mtr, CTS No. 267-C, Area. 13.4 Sq. Mtr, CTS No. 267/1, Area. 98.0 Sq. Mtr, CTS No. 267/2, Area. 36.7 Sq. Mtr, SHILPADATTA CHS LTD, of Borla Village, Taluka Kurla & District Mumbai sub which is more particularly described herein below, have been provided to us for the purpose of legal scrutiny:

I) DOCUMENTS FURNISHED:

- 1.) 10th January 1974 Copy of the Indenture, registered between 1. Yeshwant Waman Patil & others therein referred to as the 'Vendors' as the party of the First part and 1. Amarnath Waman Patil & others therein referred to as the "The First Confirming Party" as the party of the second part and 1. Nagesh Waman Patil & others therein referred to as the Party of the Second Confirming Party as a party of the Third Part and Hemlata Waman Patil therein referred to as the Party of the Third Confirming Party as a party of the Fourth Part and 1. RAGHUVIR S. KOCHIKAR 2. MARUTI L. BHATT therein referred to as the Party of the Fourth Confirming Party as a party of the Fifth Part and Pramod Jagannath Kamath therein referred to as the Party of the Fifth Confirming Party as a party of the Sixth Part And Shilpa Dutta Co-operative Housing Society Limited as the 'Purchasers'.



- 2.) 11th August 1974 Copy of the Indenture of Rectification, registered between 1. Yeshwant Waman Patil & others therein referred to as the 'Vendors' as the party of the First part and 1. Amarnath Waman Patil & others therein referred to as the "The First Confirming Party" as the party of the second part and 1. Nagesh Waman Patil & others therein referred to as the Party of the Second Confirming Party as a party of the Third Part and Hemlata Waman Patil therein referred to as the Party of the Third Confirming Party as a party of the Fourth Part and 1. RAGHUVIR S. KOCHIKAR 2. MARUTI L. BHATT therein referred to as the Party of the Fourth Confirming Party as a party of the Fifth Part and Pramod Jagannath Kamath therein referred to as the Party of the Fifth Confirming Party as a party of the Sixth Part And Shiipa Dutta Co-operative Housing Society Limited as the 'Purchasers'.
- 3.) 17th January 2016 Property Registration Cards for plots bearing CTS Nos. 267-A, 267-B, 267-C, 267/1, 267/2.
- 4.) 6th August 2021 Investigation of the title of Property bearing CTS No. 267-A, CTS No. 267-B, CTS No. 267-C, CTS No. 267/1, CTS No. 267/2, issued by S.R. Kadam (Search Clerk);
- 5.) 17th February 2021 Public Notice issued inviting all interested parties to send across their claims within 15 days from the date of publication.
- 6.) 28th July 2021 Search Report issued by Mr. Sameer Kadam for the searches conducted via online from the Sub-Registrar of Assurances at Bandra Kurla in relation to the Scheduled Property for the period extending from 1991 to 2021 (30 years).

II) SCHEDULE OF PROPERTY

ALL THAT PIECE AND PARCEL of Property Land Bearing CTS No. 267-A, Area.145.2 Sq. Mtr, & CTS No. 267-B, Area. 607.0 Sq. Mtr, CTS No. 267-C, Area. 13.4 Sq. Mtr, CTS No. 267/1, Area. 98.0 Sq. Mtr, CTS No. 267/2, Area. 36.7 Sq. Mtr, SHILPADATTA CHS LTD, of Borla Village, Taluka Kurla & District Mumbai.

III) TRACING OF TITLE

- 1.) From Copy of the Indenture dated 10.01.1974, registered between 1. Yeshwant Waman Patil 2. Mrs. Manek Yeshwant Patil 3. Vihang Yeshwant Patil 4. Nita Yeshwant Patil & 5. Parag Yeshwant Patil therein referred to as the 'Vendors' as the party of the First part and 1. Amarnath Waman Patil 2. Smt. Vijaya Amarnath Patil 3. Navin Amarnath Patil 4. Kamini Amarnath 5. Hasuka alias Hemanji Amarnath





Patil & 6. Subeta Amarnath Patil therein referred to as the "The First Confirming Party" as the party of the second part and 1. Nagesh Waman Patil 2. Mrs. Pramila Nagesh Patil 3. Nitin Nagesh Patil 4. Kanchan Nagesh Patil 5. Nilesh Nagesh Patil therein referred to as the Party of the Second Confirming Party as a party of the Third Part and Hemlata Waman Patil therein referred to as the Party of the Third Confirming Party as a party of the Fourth Part and 1. RAGHUVIR S. KOCHIKAR 2. MARUTI L. BHATT therein referred to as the Party of the Fourth Confirming Party as a party of the Fifth Part and Pramod Jagannath Kamath therein referred to as the Party of the Fifth Confirming Party as a party of the Sixth Part And Shilpa Dutta Co-operative Housing Society Limited as the 'Purchasers' and registered with the office of the Sub-Registrar of Assurances [Document No. 1 referred to herein], it appears that:

- a. Bai Aimal Shapurji Pestonji Chemburwala was seized and possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises situate at Borla Village, Taluka Kurla & District Mumbai sub;
- b. Vide conveyance deed dated 12.12. 1927, Waman Tukaram Patil acquired the said land.
- c. The said Waman Tukaram Patil died intestate on or about 11th July 1944 leaving behind him his Sons Nagesh Waman Patil, Amarnath Waman Patil and Yeshwant Waman Patil and the third confirming Party in the above mentioned Agreement.
- d. The Said Property in the hands of the said Nagesh Waman Patil, the said Amarnath Waman Patil and the said Yeshwant Waman Patil was joint and undivided Hindu Family property and by an Agreement dated 10.10.1970 the said Nagesh Waman Patil, the said Amarnath Waman Patil, and the said Yeshwant waman Patil agreed to sell the said pieces or parcels of land or ground lying and being at Chembur. And by an agreement for sale dated 05.06.1971 the Fourth Confirming Party agreed to sell to the Fifth Confirming Party plot of land. And Fifth Confirming Party paid the sum of Rs. 20,000 by way of earnest to the Fourth Confirming Party and the sum of Rs. 6,666/- has been taken as earnest money in respect of the property. The Fourth Confirming party agreed to sell the said property to the Fifth Confirming Party as the Chief promoter of the proposed society the purchaser herein and the fifth confirming party agreed to purchase the said property to be conveyed to the purchaser.
- e. By Agreement for sale dated 10th September 1970 made between Nagesh Waman Patil, the said Amarnath Waman Patil and The said Yeshwant Waman Patil as the Vendors of the one part and the Kochikar Fourth Confirming Party as the purchaser of the other party was sanctioned for the benefit of the minors Nitin Nagesh Patil, Kanchan Nagesh Patil, Nilesh nagesh Patil, Navin Amarnath Patil, Suchita Amarth Patil, Vihang Yeshwant Patil, Mita Yeshwant patil and Parag yashwant on the terms and conditions mentioned in the said Judges order and the said Yeshwant waman Patil was appointed as the



Guardian of the right title and interest of the Minors Vihang Yeshwant Patil, Mita Yeshwant Patil and Parag Yeshwant Patil for the purpose of Sale and was authorized as such guardian to sell convey and assure on behalf the minors to the fourth confirming parties or to their nominee or nominees.

- f. The Vendors now have in themselves good right full power and absolute authority to grant convey and assure the said property hereby granted or assured or intended so to be unto and to the use of the purchasers in manner aforesaid and that the purchasers shall and may at all times hereafter peaceably and quietly hold enter upon have occupy possess and enjoy the said property hereby granted conveyed and assured with their appurtenances and receive the rents issues and profits thereof and of every party thereof and for their own use and benefit.
- 2.) From the copy of the Indenture of Rectification, registered between 1. Yeshwant Waman Patil 2. Mrs. Manek Yeshwant Patil 3. Vihang Yeshwant Patil 4. Nita Yeshwant Patil & 5. Parag Yeshwant Patil therein referred to as the 'Vendors' as the party of the First part and 1. Amarnath Waman Patil 2. Smt. Vijaya Amarnath Patil 3. Navin Amarnath Patil 4. Kamini Amarnath 5. Hasuka alias Hemanji Amarnath Patil & 6. Subeta Amarnath Patil therein referred to as the "The First Confirming Party" as the party of the second part and 1. Nagesh Waman Patil 2. Mrs. Pramila Nagesh Patil 3. Nitin Nagesh Patil 4. Kanchan Nagesh Patil 5. Nilesh Nagesh Patil therein referred to as the Party of the Second Confirming Party as a party of the Third Part and Hemlata Waman Patil therein referred to as the Party of the Third Confirming Party as a party of the Fourth Part and 1. RAGHUVIR S. KOCHIKAR 2. MARUTI L. BHATT therein referred to as the Party of the Fourth Confirming Party as a party of the Fifth Part and Pramod Jagannath Kamath therein referred to as the Party of the Fifth Confirming Party as a party of the Sixth Part And Shilpa Dutta Co-operative Housing Society Limited as the 'Purchasers'. [Document No. 2 as referred to herein], it appears that:
- a. This Deed is supplemental to the Indenture of Conveyance executed interalia by and between the parties thereto on 10.01.1974 whereby the Vendors granted sold assigned and conveyed unto the purchasers all that piece and parcel of land.
- b. In the description of the said piece or parcel of land conveyed by the said Indenture that the piece or parcel of land or ground bearing Survey no. 39 No. 2A Part.
- c. Since the execution of the said Indenture of Conveyance it has been discovered that the said Hissa no. viz 2A-Part is incorrect although it has been correctly described as Survey no. 39 Hissa no. 1 (Part) in the Plan annexed thereto.
- d. And with the intention of rectifying the mistake in the said Hissa no. appertaining to the said land conveyed as mentioned in the Third Schedule of the said indenture of Conveyance the Vendors have agreed to execute this Deed of Rectification.





- 3.) Upon review of Property Registration Cards for plots bearing CTS Nos. 267-A, 267-B, 267-C, 267/1, 267/2, [Document No. 4 as referred to herein], it appears that the following plots of land bearing CTS. No. 267A, Admeasuring 145.2 Sq. Mts, CTS. No. 267-B, Admeasuring 607 Sq. Mts, CTS. No. 267-C Admeasuring 13.4 Sq. Mts, CTS. No. 267/1 Admeasuring 18 Sq. Mts, CTS. No. 267/2 Admeasuring 26.7 Sq. Mts, as per the copy of Property Registration Cards, the name of the said Shilpa Dutta CHS Ltd. is currently shown in plots mentioned above.
- 4.) From the Search report dated 28.07.2021 issued by S.R. Kadam for the searches conducted in the office of the Sub-Registrar of Assurances at Bandra, Kurla – 1,2,3,4,5 for the period extending from 1991 to 2021 (30 years) in relation to the Scheduled Property [Document No.5 referred to herein], it appears that no transactions with regards to the Scheduled Property have been entered into by the said Society or any third person is reflected in the Sub-Registrar's Offices at Bandra.
- 5.) Public Notices were issued inviting objections in respect of the title of Shilpa Dutta Co-operative Housing Society to the Scheduled Property in the Free Press Journal and Navshakti, both dated 17th February 2021. Pursuant to the publication of the aforesaid public notices, we have not received any objections or claims from anybody.
- 6.) **General Covenants**
- I. For the purpose of this certificate we have assumed:
- the legal capacity of all natural persons, genuineness of all signatures and authenticity of all documents submitted to us as photocopies;
 - that there have been no amendments or changes to the documents examined by us;
 - the accuracy and completeness of all the factual representations made in the documents;
 - the correctness of the references, dates and facts of the documents referred to in the documents reviewed by us;
 - that the photocopies, which were provided to us, are the same as the originally executed documents.
- II. This certificate is based on the information given to us pursuant to the documents and statements submitted, furnished and produced before us from time to time.
- III. As regards litigation matters, we have not, independently conducted any search nor verified any information and have relied on the information provided to us. Further, we have not carried out any independent searches in any of the Court offices regarding the pendency of any litigation. .
- IV. For the purpose of this certificate, we have not independently verified the power of attorney or authority under which the individuals have signed the deeds of conveyance/document of title as Constituted Attorney.





- V. For the purpose of this certificate, we have presumed that, statements contained in registered documents of title that 'the vendors specified in the document of title are the only legal heirs/owners', are correct.
- VI. We have assumed the technical diligence in respect of the development potential of the said Scheduled Property.
- VII. We express no opinion as to the consequences or application of law existing and applicable after such date, and expressly decline any continuing obligation to advise after the date of this Title Certificate, of any changes in the foregoing or any changes of circumstances of which we may become aware that may affect our observations contained herein.
- VIII. We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this Title Certificate.

7.) CONCLUSION:

Based on the search conducted at the jurisdictional office of the Sub-Registrar, Bandra, Kurla 1,2,3,4,5 as referred above and subject to our observations, clarifications and comments above given after review of the documents provided to us, we are of the view that the rights and title of the said property appears to be standing in the name of Shilpa Dutta CHS Ltd and the said right and interest can be said as clear and marketable.

Yours Sincerely,

For M/s. S.C. LEGALS

ADV. CHETAN D. AGRAWAL
PARTNER

