



LAW SCRIBES

Advocates & Solicitors

Reference Number: LS/NMJS/0013

Date: 14th May, 2022

To:

The Maharashtra Real Estate Regulatory Authority (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 report with respect to all that piece and parcel of land admeasuring 852.85 square meters or thereabouts forming part of Survey no. 249 Hissa no. 2, bearing CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District and bearing Plot no. 56 in the layout of Garodia Nagar Scheme and situate, lying and being at 90 Feet Road, Ghatkopar (East), Mumbai 400077 (hereinafter referred to as "**the said Land**").

1. On instructions of our client **Blue Crest Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP identification no. AAW-2196 and having its registered office at 198, 4 Ground Floor, Sawla Sadan, Belgrami Road, Kurla (West), Mumbai 400070 (hereinafter referred to as "**the Developer**"), we have investigated the title of the Garodia Neelkanth Sagar Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/4649 of 1975 and having its registered office at Plot no. 56, Garodia Nagar, 90 Feet Road, Ghatkopar (East), Mumbai 400077 (hereinafter referred to as "**the Society**"), and the Developer's entitlement to put up construction on the said Land. In the course of such investigation, we have perused photocopies of the following documents:
 - a. Property Register Card in respect of the said Land viz. CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District;
 - b. Indenture dated 31st March, 1986, registered with the Sub-Registrar of Assurances at Bombay under serial no. 1572 of 1986;
 - c. Development Agreement dated 17th November, 2021, registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRLS-17048-2021;
 - d. Power of Attorney dated 17th November, 2021, registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRLS-17050-2021;
 - e. Intimation of Disapproval dated 31st December, 2021, bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/IOD/I/New issued by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**");
 - f. Commencement Certificate dated 5th May, 2022 bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/CC/1/New issued by the MCGM; and

303, Lotus Pride, St. Francis Road, Vile Parle (West), Mumbai 400 056

T: +91 (22) 26127321 / 2 F: +91 (22) 26127323 E: info@lawscribes.in W: www.lawscribes.in



- g. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai City, Bandra and Kurla Taluka for the years from 1991 to 2021.
2. We have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 4th September, 2021 for inviting claims in respect of the said Land.
3. On perusal of the above mentioned documents and all relevant documents relating to title of the said Land, and subject to what is stated therein, we are of the opinion that the title of the Society viz. Garodia Neelkanth Sagar Co-operative Housing Society Limited to the said Land is clear and without any encumbrances; and further that the Developer viz. **Blue Crest Developers LLP** is entitled to undertake redevelopment of the said Land by demolishing the old building earlier standing thereon and constructing a new multi-storied building on the said Land in accordance with the terms and conditions of the Development Agreement dated 17th November, 2021.

Owner: Garodia Neelkanth Sagar Co-operative Housing Society Limited, CTS No.195/65.

Developer: Blue Crest Developers LLP, CTS No. 195/65.

4. The report reflecting the flow of the entitlement of the Developer to redevelop the said Land is enclosed herewith and marked as Annexure 'A'.

Yours faithfully
For *Law Scribes*


(Neil Mandevia)
Advocate & Solicitor

Encl: Annexure





Annexure 'A'

Flow of the entitlement of the Developer to redevelop the said Land.

1. On instructions of our client **Blue Crest Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, bearing LLP identification no. AAW-2196 and having its registered office at 198, 4 Ground Floor, Sawla Sadan, Belgrami Road, Kurla (West), Mumbai 400070 viz. the Developer, we have investigated the Developer's entitlement to put up construction on the said Land as more particularly described in the **Schedule** hereunder written and as requested by the Developer, we are issuing this certificate in respect of its entitlement thereof.
2. In the course of such investigation of the entitlement of the Developer to put up construction on the said Land we have caused necessary searches to be taken with the office of the Sub-Registrar of Assurances at Mumbai City, Bandra and Kurla Taluka for the years from 1991 to 2021 and have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 4th September, 2021 for inviting claims in respect of the said Land.
3. During the course of investigation, the Developer has furnished to us copies of certain documents with regard to the said Land; and we have perused the same and the following emanates therefrom:
 - a. The Garodia Neelkanth Sagar Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/4649 of 1975 and having its registered office at Plot no. 56, Garodia Nagar, 90 Feet Road, Ghatkopar (East), Mumbai 400077 (viz. the Society) is seized and possessed, as the sole and absolute owner of the said Land, together with the building earlier standing thereon, known as '*Neelkanth Sagar*' comprising of 2 (two) Wings (viz. Wings A and B) and each such Wing comprises of ground plus 3 (three)

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upper floors and containing 16 (sixteen) self-contained residential flats (now demolished) (hereinafter referred to as "**the Old Building**"). The Old Building has since been demolished as elaborated hereinafter. The said Land and the Old Building are hereinafter collectively referred to as "**the said Property**".

- b. By and under an Indenture dated 31st March, 1986, which is registered with the Sub-Registrar of Assurances at Bombay under serial no. 1572 of 1986 (hereinafter referred to as "**the said Indenture**"), made and executed by and between one (1) Sudha S. Ladhawala, (2) Mohan Velji Patel, (3) Harbai Velji Patel and (3) Ambaprasad Punjalal Dave as partners of a partnership firm M/s, Gokul Builders (*therein referred to as the Vendors*), of the first part and the Society (*therein referred to as the Purchaser*) of the second part, the Society has acquired all the right, title and interest into and upon the said Property, at and for the consideration and on the other terms and conditions more particularly set out therein. The area of the said Land is reflected in the said Indenture as 852.85 square meters. We have perused a photocopy of the said Indenture.
- c. Thus, upon execution of the said Indenture, the Society acquired title to the said Property as owner thereof.
- d. The name of the Society is reflected in the Property Register Card in respect of the said Land as owner thereof. We have perused photocopy of the Property Register Card in respect of the said Land viz. CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District. The aggregate area of the said Land in the Property Register Card is reflected as 853.10 square meters, out of which the area of the land held by the Society is reflected as 852.85 square meters.
- e. It appears from the documents perused by us (including the Development Agreement, as referred to hereinbelow) that the Society presently has 16 (Sixteen) members who are holding shares issued by the Society and corresponding thereto were occupying their respective premises in the Old



Building, prior to demolition of the Old Building (hereinafter collectively referred to as "**the Existing Members**").

- f. In the circumstances, the Society is seized and possessed of the said Property as the owner thereof and the title of the Society appears to be clear and free from encumbrances.
- g. It is recorded in the Development Agreement (*as defined hereinafter*) that the Old Building was in a dilapidated condition and beyond economical repairs and in view thereof, the Society was desirous of appointing a fit and a proper entity engaged in the business of development and redevelopment of immovable properties to undertake the redevelopment of the said Land by demolishing the Old Building; and by constructing on the said Land, a new multi-storeyed building, by using and utilizing the entire available Floor Space Index (hereinafter referred to as "**FSI**") emanating from the said Land and also by consuming any additional FSI as may be consumable on the said Land.
- h. By and under a Development Agreement dated 17th November, 2021 (hereinafter referred to as "**the Development Agreement**") made and executed between the Society, some of the Existing Members of the Society and the Developer, the Society, has granted development rights in respect of the said Property to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The said Development Agreement is registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17048-2021. We have pursued a photocopy of the said Development Agreement.
- i. In addition to the said Development Agreement, the Society has also executed a Power of Attorney dated 17th November, 2021 in favour of the Developer (acting through its designated partners) and have conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the said Land (hereinafter referred to as "**the Power of Attorney**"). The said Power of Attorney is



- registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17050-2021. We have pursued a photocopy of the said Power of Attorney.
- j. As per the terms of the said Development Agreement, the Developer has agreed to provide certain constructed areas to the Existing Members as and by way of their respective permanent alternate accommodation in lieu of their respective premises in the Old Building; and the Developer has been authorised by the Society to sell or otherwise create third party rights in respect of the additional units/premises in the new building (defined in the Development Agreement and hereinafter referred to as "**Developer's Sale Area**") to third parties on such terms as the Developer may deem, fit and proper and which third parties would be admitted by the Society as its members.
- k. The Development Agreement and the Power of Attorney are hereinafter collectively referred to as "**the Redevelopment Documents**".
- l. In the circumstances, by virtue of the Redevelopment Documents, the Developer has become entitled to undertake redevelopment of the said Property on the terms and conditions mentioned in the Redevelopment Documents.
- m. The Developer has informed us that, the Existing Members have since vacated the Old Building in accordance with the terms and conditions of the Redevelopment Documents, and the Developer has demolished the Old Building.
4. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished to us it appears that:
- a. The Developer had made an application to the MCGM for sanction of plans for putting up construction of a multi-storeyed building on the said Land and based on such application, the MCGM has issued Intimation of Disapproval



dated 31st December, 2021, bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/IOD/1/New for construction on the said Land; and

- b. Pursuant thereto, the MCGM has issued a Commencement Certificate dated 5th May, 2022 bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/CC/1/New and has permitted to commence construction on the said Land to the extent set out therein.
5. In the course of the searches caused to be taken by us with the offices of Sub-Registrars of Assurances, at Mumbai City, Bandra and Kurla Taluka from 1991 to 2021 as aforesaid, we have not come across any entries of registration of any documents, whereby the Society's title to the said Land and/or the Developer's entitlement to put up construction on the said Land in accordance with the terms of the Redevelopment Documents, may be adversely affected.
6. In pursuance of the above referred public notices issued by us, we have not received any claims/objections.
7. The Developer has informed us, that the Developer shall be making an application to the Maharashtra Real Estate Regulatory Authority for registering the project of construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA").
8. In the circumstances, in our opinion, subject to what is stated hereinabove, we are of the opinion that the Developer viz. Blue Crest Developers LLP is entitled to undertake development of the said Land by constructing a new multi-storeyed building on the said Land in accordance with the terms and conditions of the said Redevelopment Documents and in accordance with the approvals already granted and as may hereafter be granted by the MCGM and the concerned authorities for carrying out construction on the said Land; and subject to the Developer obtaining registration of the project of construction on the said Land under the provisions of RERA, the Developer will be entitled to create third party rights in respect of the units/premises comprised in the Developer's Sale Area as per the terms and conditions set out in the

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Redevelopment Documents.

SCHEDULE

Description of the said Land

All that piece and parcel of land admeasuring 852.85 square meters or thereabouts forming part of Survey no. 249 Hissa no. 2, bearing CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District and bearing Plot no. 56 in the layout of Garodia Nagar Scheme and situate, lying and being at 90 Feet Road, Ghatkopar (East), Mumbai 400077 and bounded as follows:

- On or towards the North : CTS Nos. 195/52 and 195/60;
On or towards the South : CTS Nos. 195/72;
On or towards the West : 27.45 meters wide Existing Road; and
On or towards the East : 9.15 meters wide Existing Road.

Dated this 14th day of May, 2022

For Law Scribes

(Neil Mandevia)
Advocate & Solicitor