

Mrs. S. M. Thakkar

Mr. M. S. Parekh

Mrs. A. J. Jasani

PURNANAND & CO.

(REGD.)

ADVOCATES & SOLICITORS

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To,

Ref: M/ 290

MahaRERA

BKC, Housefin Bhavan
Near RBI, E Block
Bandra Kurla Complex
Bandra East, Mumbai – 400 051

LEGAL TITLE REPORT

Sub: Report on Title of in respect of all that piece and parcel of land situate, lying and being at Ghatkopar in Greater Bombay in the Registration sub-district Kurla, District Mumbai Suburban and bearing Plot No. 80 of Town Planning Scheme Ghatkopar No. III, R. B. Mehta Road (60 feet road), Ghatkopar (E), Mumbai – 400 077, having an area of 778 sq. yards (i.e. 650.50 sq. mtr.) or thereabouts (hereinafter referred to as “**Property**”).

1. We have investigated the title of the Ganesh Chhaya Co-operative Housing Society Ltd. (“**said Society**”) with regards to the said Property on the request of M/s. Ganesh Chhaya Constructions LLP (“**said Promoter**”) and perused the following documents, i.e.:-
 - a. Copy of Indenture of Conveyance dated 21st February, 1962 duly registered under serial no. BND/588/1962 executed by and between Mr. Narottamdas Keshavlal Shah & 13 others of the First Part, Mr. Premji Jashraj of the Second Part and Mr. Devji Khimji Patel of the Third Part.
 - b. Copy of Indenture of Conveyance dated 14th September 1967 duly registered under serial no. BOM/R/3787/1967 executed by and between Devji Khimji Patel & Company as the Vendor of the One Part and the said Society of the Other part.
 - c. Declaration cum Indemnity dated 3rd December 2021 issued by the said Society in your favour.
 - d. Original Development Agreement dated 19th May 2022 registered under No. KRL-1/7225/2022 executed by and between the Society and yourself.

- e. Original Power of Attorney Executed by the said Society in favour of Mr. Jetalaal L. Dedhia and 2 others dated 19th May 2022 bearing Registration No. KRL-1/9227/2022.
 - f. Search Report issued by Mr. S. D. Kulkarni, Advocate, Search Clerk dated 20th October 2021 taking search of the said Property for a period of 30 years in the offices of the Sub-Registrar of Assurances.
 - g. Property Card in respect of the said Property.
2. 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 the title of the said Society appears to be clear, marketable and free from encumbrances and pursuant to the Development Agreement, dated 19th May 2022, entered into between the said Society and the said Promoter; the said Promoter is entitled to redevelop the said Property and advertise and market the premises constructed therein, , except for the units proposed to be allotted to the members of the Society in terms of the Development Agreement.
3. The Title Certificate reflecting the flow of the title of the said Promoter with regards to the said Property is enclosed herewith as an annexure.

Encl: Annexure: Report on title dated 16th July 2022

For M/s. Purnanand & Co.



Partner

Date: 16th July 2022

Mrs. S. M. Thakkar

Mr. M. S. Parekh

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ANNEXURE

To,

Ref: M/ 291

M/s. Ganesh Chhaya Constructions LLP

Sub: Title Report for all that piece and parcel of land situate, lying and being at Ghatkopar in Greater Bombay in the Registration sub-district Kurla, District Mumbai Suburban and bearing Plot No. 80 of Town Planning Scheme Ghatkopar No. III, R. B. Mehta Road (60 feet road), Ghatkopar (E), Mumbai – 400 077, having an area of 778 sq. yards (i.e. 650.50 sq. mtr.) or thereabouts.

Dear Sir,

1. At your request we have investigated the title of Ganesh Chhaya Co-operative Housing Society Ltd., a Co-operative Housing Society registered under the provisions of the said Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG/1365 of 1967 (hereinafter referred to as the “**said Society**”) in respect of all that piece and parcel of land situate, lying and being at Ghatkopar in Greater Bombay in the Registration sub-district Kurla, District Mumbai Suburban and bearing Plot No. 80 of Town Planning Scheme Ghatkopar No. III, R. B. Mehta Road (60 feet road), Ghatkopar (E), Mumbai – 400 077, having an area of 778 sq. yards (i.e. 650.50 sq. mtr.) or thereabouts, (hereinafter referred to as the said “**Land**”).
2. We have been informed by the Society that by the Society that the Original Conveyance/Sale Deed has been misplaced/lost by the Society and the same is not deposited with anyone else with the intent to create mortgage/charge over the same.
3. We have accordingly issued public notice in (i) Free Press Journal (English) and (ii) Janmabhoomi (Gujarati) newspapers on 24th November 2021, claims from the public. In the said notice it was specifically mentioned that Original Conveyance/Sale Deed has been misplaced/lost by the Society. We have not received any objections pursuant to the above public notices.
4. We have also caused search to be taken of the records of the offices of Sub Registrar of Assurances through physical search and IGR website of Government of Maharashtra <<http://www.igrmaharashtra.gov.in>> for a period of 30 years by a search clerk. We have accordingly perused

the Search Report dated 20th October 2021 prepared by the search clerk. As per the search report some of the records are in torn condition and/or not available in the office of the Sub-Registrar of Assurances.

5. We have perused the following documents:
- a. Copy of Indenture of Conveyance dated 21st February, 1962 duly registered under serial no. BND/588/1962 executed by and between Mr. Narottamdas Keshavlal Shah & 13 others of the First Part, Mr. Premji Jashraj of the Second Part and Mr. Devji Khimji Patel of the Third Part.
 - b. Copy of Indenture of Conveyance dated 14th September 1967 duly registered under serial no. BOM/R/3787/1967 executed by and between Devji Khimji Patel & Company as the Vendor of the One Part and the said Society of the other part.
 - c. Declaration cum Indemnity dated 3rd December 2021 issued by the said Society in your favour.
 - d. Original Development Agreement dated 19th May 2022 registered under No. KRL-1/7225/2022 executed by and between the Society and yourself.
 - e. Original Power of Attorney Executed by the said Society in favour of Mr. Jetalaal L. Dedhia and 2 others dated 19th May 2022 bearing Registration No. KRL-1/9227/2022.
 - f. Search Report issued by Mr. S. D. Kulkarni, Advocate, Search Clerk dated 20th October 2021 taking search of the said Property for a period of 30 years in the offices of the Sub-Registrar of Assurances.
 - g. Property Card in respect of the said Property.

Based on the aforesaid documents and the representations made to us it appears as under:

- i. By and under an Indenture of Conveyance made on 21st February 1962 Agreement for Sale dated 13th March 1986 (1) Narottamdas Keshavlal Shah, (2) Savailal Keshavlal Shah, (3) Dhirajlal Keshavlal Shah, (4) Dhanvantrai Keshavlal Shah, (5) Jayalaxmi Narottamdas Shah, (6) Taralaxmi Narottamdas Shah, (7) Dhanlaxmi Narottamdas Shah, (8) Prabhavati Dhanvantrai Shah, (8) Deepak Narottamdas Shah, (9) Bharati Dhirajlal Shah,

- (10) Parul Dhirajlal Shah, (11) Chetan Dhirajlal Shah, (12) Chetan Dhirajlal Shah, (13) Sulekha Dhavantrai Shah and (14) Daksha Dhanvantrai Shah being a Joint and Undivided Hindu Undivided Family of the One Part therein referred to as the Vendors and one Mr. Premji Jashraj Patel of the Second Part therein referred to as the Confirming Party and one Mr. Devji Khimji Patel of the Third Part, therein referred to as the Purchaser; the Vendors therein sold all their right title and interest in the said Property unto the Purchaser therein for the consideration and on the terms and conditions contained therein.
- ii. The said Mr. Devji Khimji Patel was carrying on business in partnership under the firm name and style of 'Devji Khimji Patel & Company' hereinafter referred to as "**the said Firm**".
- iii. The said Firm constructed a building thereon and sold flats to various purchasers who have formed themselves into a Co-operative Housing Society known as 'Ganesh Chhaya Co-operative Housing Society Ltd', being the said Society. The various purchasers have become members of the said Society.
- iv. By and under an Indenture of Conveyance dated 14th September 1967 entered into by the said Firm through their partners (1) Devji Khimji Patel and (2) Ganesh Devji Patel of the One Part therein known as the Vendors and the said Society of the Other Part therein known as the Purchasers, the Vendors at the request of the said Society, conveyed all their right, title and interest in the said Property unto the said Society for the consideration and on the terms and conditions contained therein. In the said conveyance it was mentioned that the said Mr. Devji Khimji Patel had purchased the said Property under the said Indenture of Conveyance dated 21st February 1962 for an on behalf of the said Firm and the consideration in respect thereof was paid out of the said Firm.
- v. The building of the said Society standing on the said Property was old and in a deteriorated condition, therefore the Society invited offers from various developers for redevelopment of the Property. The Society has vide resolution passed in the General Body Meeting dated 11th October 2021 resolved to appoint you,

- i.e. M/s. Ganesh Chhaya Construction LLP as the Developer for carrying out redevelopment of the said Society's property.
- vi. Since the original title deeds were lost/misplaced by the Society, the Society has given a Declaration cum Indemnity dated 3rd December 2021 in your favour, wherein they have declared that the original title deeds have been lost/misplaced therefore the Society has only provided the copies to you. The Society has further agreed that if any of the declarations, representations, warranties or assurances made by them turns out to be false, as a result whereof, any loss or damage is suffered or caused to you, then the said Society shall indemnify you for the same.
- vii. The said Society along with all of its members have entered into a Development Agreement dated 19th May 2022, which was duly registered with the office of the Sub-Registrar at Kurla, under Serial No. KRL-1/7225/2022 with you thereby granting you rights to use the development potential of the said Property to develop a new building on the said Plot for the consideration and on the terms and conditions therein contained.
- viii. The said Society has also executed a Power of Attorney dated 19th May 2022 duly registered with the office of the Sub Registrar of Assurances at Kurla under Serial No. KRL-1/9227/2022 in favour of (1) Mr. Jetalaal L. Dedhia, (2) Mr. Anil J. Chheda and (3) Mr. Pujan J. Dedhia, being your nominees to do acts, deeds and things as mentioned therein.
- ix. The Society has submitted building plans to the Municipal Corporation of Greater Mumbai. We are informed by you that the Municipal Corporation has granted IOD bearing No. P-9307/2021/(80)/N Ward/FP/IOD/1/New dated 7th January 2022, which has been amended and revised approval has been granted bearing No. File No. P-9307/2021/(80)/N Ward/FP/337/1/Amend dated 08.06.2022. The Municipal Corporation of Greater Mumbai has also issued a Commencement Certificate bearing No. P-9307/2021/(80)/N Ward/FP/CC/1/New dated 6th July 2022.
- x. We have been informed that pursuant to the said Development Agreement dated 19th May 2022, all the Members of the said Society have vacated their respective premises in the old building and handed over vacant possession of the said

Property to you. You have thereafter demolished the old building standing on the said Property and commenced construction of the new building.

6. Subject to what is stated hereinabove and the Development Agreement executed in your favour, the title of the said Society in respect of the said Property is clear and marketable and free from reasonable doubts and subject to you complying with obligations under the Development Agreement dated 19th May 2022, you are entitled to carry out redevelopment of the said Property and sell units in the new building, except for the units proposed to be allotted to the members of the Society in terms of the Development Agreement.

Dated this 16th day of July 2022.

For M/s. Purnanand & Co.



Partner