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KMV/ASM/ /2014

REPORT ON TITLE

Re: Land being Sub-Plot No. 3 (being a portion of a larger Plot bearing No. 2 of the Suburban Scheme No. X, Gilbert Hill) bearing Cadastral Survey No. 278/3 admeasuring 3297.33 sq. yards equivalent to 2756.56 sq. mtrs or thereabouts situate lying and being at Gilbert Hill, Andheri (West), Taluka Andheri.

1. We have been furnished with photocopies of various documents and papers in respect of the land bearing Sub-Plot No. 3 (being a portion of a larger plot of land being Plot No. 2 of the Suburban Scheme No. X, Gilbert Hill) bearing Cadastral Survey No. 278/3 admeasuring 3297.33 sq. yards equivalent to 2756.56 sq. mtrs or thereabouts situate lying and being at Gilbert Hill, Andheri (West), Taluka Andheri more particularly described in the Schedule hereunder written and hereinafter referred to as **“the said property”**.

2. We are issuing this Report on Title on the basis of the said documents and papers furnished to us and our observations are limited to the extent of the said documents and papers. We take no responsibility of any information, declaration or undertakings that may be contained in such documents and papers that have not been provided to us for the purpose of issuing this Report on Title.

3. The documents and papers furnished to us for the issuance of this Report on Title in respect of the said property are mentioned hereunder-

- (i) Letter dated 10th February 1975 bearing Reference No. CE/308/BS II/LOK, addressed by the Executive Engineer, Building Proposals (Zone II), H & K Wards, MCGM.
- (ii) Order dated 18th March 1975 passed by the Sub-Divisional Officer, Bombay Suburban District.
- (iii) Order bearing Reference No. CHS 1077/1289 (ii) XXXV dated 16th December 1977 passed under the provisions of Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 by the Additional Collector and Competent Authority (ULC), Greater Bombay.
- (iv) Deed of Conveyance dated 22nd February 1979 made between Chandrakant Thakurlal Kantawala, Surendra Thakurlal Kantawala,

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Deepak Chandrakant Kantawala, Prakash Chandrakant Kantawala, Ramesh Shantilal Shah, Mahendra Shantilal Shah and Kewalkumar Hemraj Mehra therein referred to as “the Vendors” of the First Part, Pushpa Premnath Mehra, Kamlesh Shivkumar Mehra, Satya Inderkumar Mehta, Usha Manmohan Bakshi, Maganlal Jadavji Ganatra and Nirmala Mansukhlal Khetwani in their capacity as the partners of Messrs. Happy Home Builders therein referred to as “the First Confirming Party” of the Second Part, Deepak Vishwanath Rele and Ashok Vishnu Pawar, in their capacity as erstwhile Promoters of the Municipal Corporation Of Greater Bombay Staff Gilbird Cooperative Housing Society Limited therein referred as “the Second Confirming Party” of the Third Part and the Municipal Corporation Of Greater Bombay Staff Gilbird Cooperative Housing Society Limited therein referred to as “the Purchaser Society” of the Fourth Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No. 169 of 1979.

- (v) Letter dated 27th January 2013 addressed by the Municipal Corporation Of Greater Bombay Staff Gilbird Cooperative Housing Society Limited to Sunteck Realty Limited.
- (vi) Agreement for Development dated 20th June 2013 made between Municipal Corporation Of Greater Bombay Staff Gilbird Co-operative Housing Society Limited therein referred as “the Society” of the One Part and Sunteck Realty Limited therein referred as “the Developers” of the Other Part and registered with the office of the Sub Registrar of Assurances at Bandra under Serial No. 4933 of 2013.
- (vii) Power of Attorney dated 20th June 2013 executed by A.D. Joshi, Prasad R. Sutar, K.N. Sawant in their capacity as the authorized members of Municipal Corporation Of Greater Bombay Staff Gilbird Co-operative Housing Society Limited in favour of Sunteck Realty Limited and registered with the office of the Sub Registrar of Assurances at Bandra under Serial No. 4934 of 2013.

4. On perusal of the aforesaid documents and papers furnished to us, we observe as under:

- 4.1 It appears that prior to 1979, one Chandrakant Thakurlal Kantawala, Surendra Thakurlal Kantawala, Deepak Chandrakant Kantawala, Prakash Chandrakant Kantawala, Ramesh Shantilal Shah and Mahendra Shantilal Shah were the Owners of the lands bearing Plot Nos. 2 and 12 of the Suburban Scheme No. X, Gilbert Hill, Andheri.

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- 4.2 The said Chandrakant Thakurlal Kantawala and others made an application to the competent authority for amalgamation of the aforesaid Plot Nos.2 and 12 and thereafter for the sub-division of the amalgamated plots into several smaller building plots.
- 4.3 By a letter dated 10th February 1975 bearing Reference No. CE/308/BS II/LOK, addressed by the Executive Engineer, Building Proposals (Zone II), H & K Wards, MCGM to one Mr. Uday Nanavati, the then Architect of Chandrakant Thakurlal Kantawala and others, MCGM approved and sanctioned the amalgamation of Plot No. 2 with Plot No. 12 and the sub-division of the amalgamated plots into several smaller building plots on certain terms and conditions therein contained.
- 4.4 Subsequently, the aforesaid amalgamation and sub-division was also approved by the Sub-Divisional Officer, Bombay Suburban District by its Order dated 18th March 1975.
- 4.5 Pursuant to the aforesaid sub-division, one of the sub-divided plots was assigned Sub-Plot No. 3 bearing corresponding City Survey No. 278/3 and the said sub-plot admeasured 3297.3 sq. yards equivalent to 2756.56 sq.mtrs or thereabouts. The said Sub-Plot No. 3 bearing corresponding City Survey No. 278/3 admeasuring 3297.3 sq. yards equivalent to 2756.56 sq.mtrs or thereabouts has been defined as **“the said property”**.
- 4.6 It appears that by an Agreement for Sale dated 21st February 1975 made between Chandrakant Thakurlal Kantawala, Surendra Thakurlal Kantawala, Deepak Chandrakant Kantawala, Prakash Chandrakant Kantawala, Ramesh Shantilal Shah and Mahendra Shantilal Shah therein referred to as “the Vendors” of the One Part and Kewalkumar Hemraj Mehra, Pushpa Premnath Mehra, Kamlesh Shivkumar Mehra, Satya Inderkumar Mehta, Usha Manmohan Bakshi, Maganlal Jadavji Ganatra and Nirmala Mansukhlal Khetwani in their capacity as the partners of Messrs. Happy Home Builders therein referred to as “the Purchasers” of the Other Part, the said Chandrakant Thakurlal Kantawala and Others agreed to sell the said property in favour of Kewalkumar Hemraj Mehra and others at or for the consideration and on the terms and conditions set out therein.
- 4.7 It appears that by an Agreement for Sale and Construction dated 17th December 1975 made between Kewalkumar Hemraj Mehra, Pushpa Premnath Mehra, Kamlesh Shivkumar Mehra, Satya Inderkumar Mehta, Usha Manmohan Bakshi, Maganlal Jadavji Ganatra and Nirmala Mansukhlal Khetwani in their capacity as the partners of Messrs. Happy Home Builders therein referred to as “the Contractors” of the One Part

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and the Deepak Vishwanath Rele and Ashok Vishnu Pawar, Promoters of Municipal Corporation of Greater Bombay Staff Gilbird Co-operative Housing Society Limited (Proposed) therein referred to as "the Employers" of the Other Part, the said Kewalkumar Hemraj Mehra and others agreed to sell the said property in favour of Deepak Vishwanath Rele and Ashok Vishnu Pawar, Promoters of Municipal Corporation of Greater Bombay Staff Gilbird Co-operative Housing Society Limited (Proposed) at or for the consideration therein contained.

- 4.8 By an Order bearing Reference No. CHS 1077/1289 (ii) XXXV dated 16th December 1977 passed under the provisions of Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976, the Additional Collector and Competent Authority (ULC), Greater Bombay, granted permission to sell the said property.
- 4.9 Thereafter, The Municipal Corporation of Greater Bombay Staff Gilbird Co-operative Housing Society Limited was formed and registered on 20th March 1978 under the provisions of Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as "**the Society**").
- 4.10 Pursuant to the said Society being registered, by a Resolution passed at the General Body Meeting of the Society held on 21st October 1978, the said Society confirmed and adopted the aforesaid Agreement for Sale and Construction dated 17th December 1975 and authorized Khanderao Govind Shinde (Chairman), Ashok Vishnu Pawar (Hon. Secretary) and Chintaman Moreshwar Nirgudkar (Member) to represent the Society and execute the Deed of Conveyance to be executed in favour of the Society.
- 4.11 By a Deed of Conveyance dated 22nd February 1979 made between Chandrakant Thakurlal Kantawala, Surendra Thakurlal Kantawala, Deepak Chandrakant Kantawala, Prakash Chandrakant Kantawala, Ramesh Shantilal Shah and Mahendra Shantilal Shah therein referred to as "the Vendors" of the First Part, Kewalkumar Hemraj Mehra, Pushpa Premnath Mehra, Kamlesh Shivkumar Mehra, Satya Inderkumar Mehta, Usha Manmohan Bakshi, Maganlal Jadavji Ganatra and Nirmala Mansukhlal Khetwani in their capacity as the partners of Messrs. Happy Home Builders therein referred to as "the First Confirming Party" of the Second Part, Deepak Vishwanath Rele and Ashok Vishnu Pawar in their capacity as the erstwhile Promoters of the said Society therein referred to as "the Second Confirming Party" of the Third Part and the said Society therein referred to as "the Purchaser Society" of the Fourth Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No. 169 of 1979, the said Chandrakant Thakurlal

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Kantawala and Others with the consent and confirmation of Kewalkumar Hemraj Mehra Pushpa Premnath Mehra, Kamlesh Shivkumar Mehra, Satya Inderkumar Mehta, Usha Manmohan Bakshi, Maganlal Jadavji Ganatra and Nirmala Mansukhlal Khetwani, the then partners of Messrs. Happy Home Builders and Deepak Vishwanath Rele and Ashok Vishnu Pawar, the erstwhile Promoters of the said Society granted, conveyed, sold and transferred the said property in favour of the Municipal Corporation Of Greater Bombay Staff Gilbird Cooperative Housing Society Limited at or for consideration therein contained.

- 4.12 By virtue of the aforesaid Deed of Conveyance, the said Society became entitled to the said property as the absolute owner in respect thereof.
- 4.13 Pursuant to the said property being purchased by the said Society, the said Society appointed a contractor and constructed a building known as "Gilbird" comprising of four wings consisting of 48 residential flats.
- 4.14 The members of the Society were thereafter allotted flats in the said building.
- 4.15 By a Resolution dated 6th December 2009 passed in the Special General Body Meeting of the Society held on 6th December 2009, the Society agreed to redevelop the said property.
- 4.16 The Society invited offers for redevelopment of the existing building of the Society by issuing advertisements in the local newspapers.
- 4.17 The Society received several tenders and after scrutinizing all the offers, the offer of Sunteck Realty Limited was accepted by the Society and by a Resolution passed in the Special General Body Meeting of the Society held on 26th January 2013, the Society agreed to grant redevelopment rights in respect of the said property in favour of Sunteck Realty Limited.
- 4.18 By an Agreement for Development dated 20th June 2013 made between the said Society therein referred to as "the Society" of the One Part and Sunteck Realty Limited therein referred "the Developers" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bandra under Serial No. 4933 of 2013, the said Society granted development rights in respect of the said property in favour of Sunteck Realty Limited at or for the consideration and on certain terms and conditions therein contained.

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- 4.19 By a Power of Attorney dated 20th June 2013 executed by the said Society in favour of Sunteck Realty Limited and registered with the office of Sub Registrar of Assurances at Bandra under Serial No. 4934 of 2013, the said Society nominated and appointed Sunteck Realty Limited through its director / authorised representative to do such acts, deeds matters and things stated therein.
- 4.20 By the virtue of the aforesaid, Sunteck Realty Limited became entitled to redevelop the said property on the terms and conditions contained in the aforesaid Agreement for Development dated 20th June 2013.
- 4.21 On perusal of the Property Register Card relating to the said property, we observe that the said still stands in the names of the erstwhile owners of the said property namely Chandrakant Thakurlal Kantawala, Deepak Chandrakant Kantawala and Prakash Chandrakant Kantawala and remains to be updated to show the name of the said Society as the present Owner of the said property.
- 4.22 Further, though the aforesaid Deed of Conveyance dated 22nd February 1979 and Agreement for Development dated 20th June 2013 refer to the area of the said property to be 2756.56 sq.mtrs, the area of the said property as per the property register card is 2795.5 sq. mtrs.
5. We have been furnished with a Certificate dated 6th February 2014 issued by Sunteck Realty Limited stating that there is no other litigation / legal proceedings pending before any Court, Forum or Authority in respect of the said property.
6. By the aforesaid letter dated 6th February 2014, Sunteck Realty Limited have also certified that no finance / funds / loans have been availed of by Sunteck Realty Limited for the development of the said property or otherwise by creating a charge, mortgage and/or encumbrance of any nature whatsoever in respect of the said property and/or in respect of the development rights of Sunteck Realty Limited in respect of the said property.
7. We have caused searches to be taken at the office of the concerned Sub-Registrar of Assurances and have been furnished with a Search Report by Nilesh Vagal, Search Clerk on 20th January 2014. On perusal of the said Search Report, we observe that no documents affecting the title of the said Society in respect of the said property have been found to be registered.
8. We have not issued any advertisements in the local newspapers inviting claims from public in respect of the said property.

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9. We have not been given inspection of any of the original documents of title relating to the said property.

10. Subject to what is stated hereinabove, it can be said that said Society namely Municipal Corporation of Greater Bombay Staff Gilbird Co-operative Housing Society Limited is entitled to the said property more particularly described in the Schedule hereunder written as the absolute owner in respect thereof and by virtue of the Agreement for Development dated 20th June 2013, Sunteck Realty Limited is entitled to develop the said property in accordance with the terms and conditions contained therein.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land bearing Sub-Plot No. 3 (being a portion of a larger Plot bearing No. 2 of the Suburban Scheme No. X, Gilbert Hill) bearing Cadastral Survey No. 278/3 admeasuring 3297.33 sq. yards equivalent to 2756.56 sq. mtrs or thereabouts situate lying and being at Gilbert Hill, Village Andheri (West), Taluka Andheri and bounded as follows:-

On the East: Land bearing CTS No. 278/2
On the West: Land bearing CTS No. 278/4
On the North: Government Land
On the South: Private 30' Road

Dated this 6th day of February, 2014.

Yours faithfully,
Kanga and Company,

K.M. Hussainji

Partner
Advocates and Solicitors