NACHIKET G. BHATT
B.Com., LL.B.
Advocate High Court

FORMAT – A

(Circular No:- 28 /2021)

To

Maharera

LEGAL TITLE REPORT

SUB: Title Clearance Certificate with respect to plot of land admeasuring about 920.4 Sq. meters bearing Survey No. 229, Hissa No. 1 (now bearing CTS No.665, Village Vile Parle (West), Taluka Vile Parle, MSD) along with the structures originally standing thereon situated at Opp. New Municipal Garden, Lallubhai Park Road Extension, Irla Gauthon, Vile Parle (West), Mumbai - 400 056 **(hereinafter referred as the Said Plot).**

I have investigated the title of the said plot on the request of Krishang Infra Pvt. Ltd., the present Developer and following documents i.e. :-

1. **Description of the property :**

Plot of land admeasuring about 920.4 Sq. meters bearing Survey No. 229, Hissa No. 1 (now bearing CTS No.665, Village Vile Parle (West), Taluka Vile Parle, MSD) along with the structures originally standing thereon situated at Opp. New Municipal Garden, Lallubhai Park Road Extension, Irla Gauthon, Vile Parle (West), Mumbai - 400 056.

2. **The documents of allotment of plot / Development Rights :**

A) Copy of extracts of the P. R. Cards relating to the Plot comprised in the said property.

B) Photo copy of the Indenture of Conveyance dated 11.05.1972 Registered at Sr. No.2339/72 with the Sub-Registrar Bombay.

C) Development Agreement dated 30th April, 2008 made between the Society and one M/s. Shreejee Infra.

D) Deed of Confirmation dated 18.04.2009 signed between the Society

Flat No. A-102, West View, 117/B, Bajaj Road, Vile Parle (West), Mumbai - 400 056.
Tel.: 022 2616 0483 | Mob.: +91 9833 055 156 | E-mail: nachigbhatt@rediffmail.com

and the M/s. Shreeji Infra with copy of the Development Agreement dated 30th April, 2008 annexed thereto and Registered on 22.04.2009 under Sr. No. BDR-4/3481 of 2009 with the sub registrar of assurances at Bombay

E) General Power of Attorney dated 22-04-2009 registered at Sr. No. BDR-4-03482-2009 with the Office of the Sub-Registrar, Andheri – 1 MSD;

F) Supplemental Development Agreement dated 27th January, 2022 registered at Sr. No.BDR-1/1249-2022 before the Joint Sub-Registrar, Andheri – 1.

G) Power of Attorney also dated 27th January, 2022 and registered at Sr. No.BDR-1/1267-2022 before the same Joint Sub-Registrar.

3. **Property Card:** issued by the City Survey Office as available on Govt. Web site.

4. **Search report for 30 years:** For the period from 1993 till 2022 taken on my instructions by Mr. C. S. Kadam, Title Investigator, who in his Report dated 03.03.2022 has stated that he took search, manually as well as online in the Offices of the Sub-Registrar at Andheri, Bandra and Mumbai.

5. **On line status of the Developer Company:** I have checked the online status Report of the Company as available on the Web Site of the Ministry of Corporate Affairs.

On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of Himanshu Mandar CHS Ltd., to the said Plot and that of the Developer in respect of the Development Rights to the extent contained in the said Development Agreement at Sr. No.2(F) above is clear, marketable and without any encumbrances and the information available on the web site of the Ministry of Corporate Affairs shows that no charge whatsoever is registered against the Developer Company.

Owners of the land: The CTS which the Plot bears is owned by Himanshu

Mandar CHS Ltd.,

NACHIKET G. BHATT
B.Com., LL.B.
Advocate High Court

Qualifying Comment: **Disclaimer:**

a) It may be noted that the searches at the offices of the Sub-Registrar of Assurances as aforesaid are subject to the availability of records of the concerned authority. I am not and cannot be responsible for the consequences which may arise on account of such non-availability of records as reflected in the Search Report submitted to me.

b) The accuracy of this Title Report necessarily depends on the copies of the documents furnished to me, the replies to the queries raised by me and the information provided to me by concerned representatives of the parties during the course of our discussions and interactions, being true, complete and accurate and which I have assumed to be the case. I am therefore not and cannot be responsible for any misinformation or incorrect or incomplete information arising out of the documents, responses, replies and other information furnished to me.

The report reflecting the flow of the title of the (Owner / promoter/ developer / company) on the said land is enclosed herewith as annexure.

Encl: Annexure

Advocate High Court

NACHIKET G. BHATT
B.Com., LL.B.
Advocate High Court
A-102, West View, 117B, Bajaj Road,
Vile Parle (W), Mumbai - 400 056.
Bar Council of Mah & Goa
Mem. No. Mah/1331/1979

Date:- 17th May, 2023

Flat No. A-102, West View, 117/B, Bajaj Road, Vile Parle (West), Mumbai - 400 056.
Tel.: 022 2616 0483 | Mob.: +91 9833 055 156 | E-mail: nachigbhatt@rediffmail.com

NACHIKET G. BHATT
B.Com., LL.B.
Advocate High Court

Format – A

(Circular No:-28 /2021)

FLOW OF THE TITLE OF THE SAID LAND.

Sr.No.

1. The extract of the Property Card/s and Mutation No.520 dated 8.02.1990 shows the Himanshu Mandar CHS Ltd., as the holder of the said Plot.

2. The Registered Conveyance at item No.2(B) of the Title Report confirms due sale and transfer of the Plot described there under absolutely to the Society.

3. From the recitals contained in the Development Agreement at Sr. No.2© between the Society and M/s. Shreejee Infra (The Old Developer), it is clear that at the time when the said Plot was purchased under the said Conveyance at Sr. No.2(B), the Society also came into exclusive possession of a piece of appurtenant land abutting the land comprised in the said Plot and treated it as part of their Plot and in exclusive possession, use and occupation of the Society since 1972 and after purchase of land with old structures, the Society itself constructed on the said land for its original 25 members a new Building of Ground Plus 4 Floors containing total 25 Flats of standard size and allotted such Flats to each of its members.

4. Under the said Development Agreement with M/s. Shreejee Infra(Old Developer), which was sought to confirmed by Registration of a Deed of Confirmation at item No.2(D) and particularly recital (k) thereof coupled with the Registered Power of Attorney at Sr. No.2(E) above , the Society granted redevelopment rights to said M/s. Shreejee Infra (Old Developer) by demolishing the Old building of the Society and constructing thereon new building by utilization of then available development potential as also any extra FSI or benefit which could become available due to change in D. C. Regulations and policy from time to time including FSI benefits of appurtenant open land, for the consideration and on terms and conditions contained therein which included new Flats with larger areas to the members of the Society.

5. The Supplemental Development Agreement dated 27th January, 2022 read with the adjudication Order as well as the Power of Attorney being

Flat No. A-102, West View, 117/B, Bajaj Road, Vile Parle (West), Mumbai - 400 056.
Tel.: 022 2616 0483 | Mob.: +91 9833 055 156 | E-mail: nachigbhatt@rediffmail.com

documents at Sr. Nos.2(F) and 2(G) above reveal the fact that as per mutual Tripartite agreement between the Society, the Old Developer (Shreejee Infra) and the New Developer (Krishang Infra Pvt. Ltd.), the rights to further develop the incomplete project on the Plot of the Society with benefit of putting up additional Floors by consuming development potential of the land comprised in the said Plot which included such potential as may be permitted on the area of the appurtenant land exclusively possessed and held by the Society since 1972 as part of its plot, as and when permitted and available, have been granted by the Society to the New Developer with express consent and confirmation of the Old Developer for the consideration and on the terms and conditions contained in the said Supplemental Development Agreement dated 27th January, 2022 and that the New Developer is entitled to sell and dispose off all the additional Flats (other than the incomplete Flats which were already agreed to be sold by the Old Developer) which the New Developer would construct by utilization of all unconsumed balance FSI / Development potential as is permissible under the D.C.P.R. 2034 in force for the time being and from time to time and for the said purpose to put up for approval necessary amended Plans, obtain fresh IOD and CC and complete construction of incomplete building.

Date:- 17th May, 2023

Advocate High Court
NACHIKET G. BHATT
B.Com., LL.B.
Advocate High Court
A-102, West View, 117B, Bajaj Road,
Vile Parle (W), Mumbai - 400 056.
Bar Council of Mah & Goa
Mem. No. Mah/1331/1979