

Reference Number:

LS/NM/VC/049

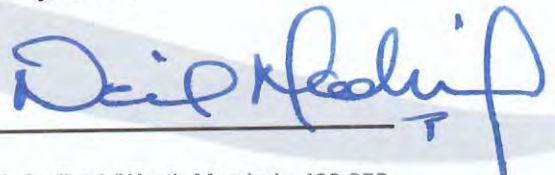
Date : 27th July, 2023

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 2,989.90 square metres or thereabouts bearing Survey no. 46 Hissa no. 1 and 2 (part) and bearing corresponding CTS nos. 512/B (part), 512/B/1 to 512/B/28 all of Village Malad (North), Taluka Borivali in the Registration District of Mumbai Suburban, lying, being and situate at Narsing Lane, Malad (West), Mumbai 400 064 (hereinafter referred to as "**the said Land**").

1. On instructions of our client **M/s. Vishal Construction**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai under no. BA-87642 and having its principal place of business at Citi Mall, 2nd Floor, Link Road, Andheri (West), Mumbai 400 053 (hereinafter referred to as "**the Developer**"), we have investigated the title of **Shri Saurashtra Dasha Shrimali Jain Bhojnalaya**, a Public Charitable Trust duly registered with the Charity Commissioner, Mumbai, Maharashtra under the provisions of the Maharashtra Public Trusts Act, 1950 (formerly Bombay Public Trusts Act, 1950) bearing registration number A-2281 (BOM) and having its registered office at Ruby Mill, B Tower, Ground Floor, J. K. Sawant Marg, Dadar, Mumbai 400 028 (hereinafter referred to as "**the said Trust**") to the said Land, 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 Cards in respect of the said Land viz. CTS Nos. 512/B and 512/B/1 to 512/B/28 all of Village Malad (north), Taluka Borivali, Mumbai Suburban District;
 - b. Deed of Conveyance dated 30th September, 1963, registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM-R-2658-1963;
 - c. Deed of Conveyance dated 29th March, 1972, registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM-R-1556-1972;
 - d. Order dated 30th March, 2005 issued by Joint Charity Commissioner, Maharashtra State, Mumbai, thereby granting permission to the said Trust to undertake development of the said Land;
 - e. Development Agreement dated 12th May, 2004;





- f. Supplemental Agreement dated 11th April, 2011;
 - g. Deed of Confirmation dated 13th September, 2011, registered with the Sub-Registrar of Assurances at Borivali no. 5 under serial no. BDR-11-8462-2011;
 - h. Power of Attorney dated 14th May, 2003 in respect of the said Land;
 - i. Power of Attorney dated 25th April, 2006 in respect of the said Land;
 - j. Letter dated 17th January, 2022 bearing no. P-N/PVT/0185/20180806/LAY issued by the Sum Rehabilitation Authority (hereinafter referred to as "SRA") for approval of the layout of the said Land;
 - k. Intimation of Approval dated 17th January, 2022 bearing no. P-N/PVT/0185/20180806/AP/S-2 issued by the SRA;
 - l. Commencement Certificate dated 19th June, 2023 bearing no. PN/PVT/0185/20180806/AP/S-2 issued by the SRA;
 - m. Deed of Mortgage cum Charge dated 21st December, 2022 and registered with the Sub-Registrar of Assurances at Borivali no.5 under no. BRL5-18409-2022; and
 - n. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon and Borivali for a period of 30 (thirty) years from 1993 to 2023.
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 6th July, 2023 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 said Trust viz. Shri Saurashtra Dasha Shrimali Jain Bhojnalaya to the said Land is clear and without any encumbrances; and further that the Developer viz. **M/s. Vishal Construction** is entitled to undertake development of the said Land by constructing new multi-storied buildings on the said Land in accordance with the terms and conditions of the Development Agreement dated 12th May, 2004, subject to the mortgage as referred to hereinabove and subject further to what is set out in the report reflecting the flow of entitlement of the Developer.

Owner: Shri Saurashtra Dasha Shrimali Jain Bhojnalaya, CTS nos. 512/B (part), 512/B/1 to 512/B/28 all of Village Malad (North), Taluka Borivali in the Registration District of Mumbai Suburban.

Developer: M/s. Vishal Construction, CTS nos. 512/B (part), 512/B/1 to 512/B/28 all of Village Malad (North), Taluka Borivali in the Registration District of Mumbai Suburban.



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

Yours faithfully
For *Law Scribes*

(Neil Mandevia)
Advocate & Solicitor

Encl: Annexure



LAW SCRIBES

Advocates & Solicitors

703, 7th Floor, DLH Plaza, Beeta Society,
S. V. Road, Andheri (W), Mumbai-400 058.



Annexure 'A'

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

1. On instructions of our clients viz. the Developer being **M/s. Vishal Construction**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai under no. BA-87642 and having its principal place of business at Citi Mall, 2nd Floor, Link Road, Andheri (West), Mumbai 400 053, we have investigated the title of the said Trust being **Shri Saurashtra Dasha Shrimali Jain Bhojnalaya**, a Public Charitable Trust duly registered with the Charity Commissioner, Mumbai, Maharashtra under the provisions of the Maharashtra Public Trusts Act, 1950 (formerly Bombay Public Trusts Act, 1950) bearing registration number A-2281 (BOM) and having its registered office at Ruby Mill, B Tower, Ground Floor, J. K. Sawant Marg, Dadar, Mumbai 400 028 to the said Land as more particularly described in the **Schedule** hereunder written and the Developer's entitlement to put up construction on the said Land 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 title of the said Trust to the said Land and 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, Bandra, Goregaon and Borivali for a period of 30 (thirty) years from 1993 to 2023 and have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 6th July, 2023 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. At all relevant times prior to 30th September, 1963 one Mr. Jerambhai Gopalji Patel (hereinafter referred to as "**Jerambhai**"), was seized and possessed of or otherwise well and sufficiently entitled as the sole and absolute owner of all that piece and parcel of land admeasuring in aggregate 8,022.90 square metres or thereabouts (as per the Property Register Cards) bearing Survey no. 45 A/1 and bearing corresponding CTS Nos. 514, 514/1 to 514/18, all of Village Malad (north), Taluka Borivali in the Registration District of Mumbai Suburban lying, being and situate at Malad (West), Mumbai (hereinafter referred to as "**the First Land**").
 - b. By and under a Deed of Conveyance dated 30th September, 1963, made and executed between the said Jerambhai and the said Trust (through its then existing trustees), the said Jerambhai sold, transferred and conveyed to and in favour of the said Trust, all his right, title and interest into and upon the First Land, at and for the consideration and on the other terms and conditions more particularly mentioned therein. The said Deed of Conveyance dated 30th September, 1963 is registered with the Sub-Registrar of Assurances at



Bombay under serial no. BOM-R-2658-1963.

- c. At all relevant times prior to 29th March, 1972 one Mrs. Halimbai Abdul Gani and Others (hereinafter collectively referred to as "**Halimbai and Others**"), were seized and possessed of or otherwise well and sufficiently entitled as the sole and absolute owners of all that piece and parcel of land admeasuring in aggregate 7,533.70 square metres or thereabouts (as per the Property Register Cards) bearing Survey no. 46 Hissa no. 1 and 2 (part) and bearing corresponding CTS nos. 512/B, 512/B/1 to 512/B/30, all of Village Malad (north), Taluka Borivali in the Registration District of Mumbai Suburban lying being and situate at Malad (West), Mumbai (which includes the said Land) (hereinafter referred to as "**the Second Land**").
- d. By and under a Deed of Conveyance dated 29th March, 1972, made and executed between the said Halimbai and Others and the said Trust (through its then existing trustees), the said Halimbai and Others sold, transferred and conveyed to and in favour of the said Trust, all their right, title and interest into and upon the Second Land, at and for the consideration and on the other terms and conditions more particularly mentioned therein. The said Deed of Conveyance dated 29th March, 1972 is registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM-R-1556-1972.
- e. The First Land and the Second Land (which includes the said Land) are contiguous parcels of land in aggregate admeasuring 15,556.60 square metres or thereabouts (hereinafter collectively referred to as "**the Larger Land**").
- f. The said Trust is governed by the constitution approved in terms of Order dated 10th August, 2000, passed by the City Civil Court at Bombay in S. C. Suit no. 5808 of 1997 (hereinafter referred to as "**the said Suit**"). In terms of the decree obtained in the said Suit, a Deed of Declaration dated 2nd July, 1956 (hereinafter referred to as "**the Deed of Declaration**") that was previously made in respect of the said Trust, stood modified and amended, and the said Deed of Declaration and more particularly as per Clause 4 thereof, provides for vesting of the Larger Land, in the Board of Trustees of the said Trust.
- g. In the aforesaid circumstances and by virtue of the aforesaid documents, the said Trust became sole and absolute owner in respect of the Larger Land.
- h. The said Trust had constructed buildings/structures on a portion of the Larger Land (hereinafter referred to as "**the said Old Structures**"), and had permitted certain third parties to use and occupy the premises/units constructed in the said Old Structures to various persons (hereinafter collectively referred to as "**the Occupants**") on a monthly tenancy/occupancy basis.
- i. A part of the Larger Land, admeasuring approximately 2,989.90 square metres or thereabouts (being the said Land), was encroached upon by various slum structures, and such slum structures were occupied by various slum dwellers.
- j. A portion of the said Land was declared/notified as a Slum Area within the

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meaning of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 vide notification dated 19th May, 1986 and accordingly the same was capable of being developed as a slum rehabilitation scheme. The Larger Land (including the said Land) and the Old Structures are hereinafter collectively referred to as "**the said Property**".

- k. The said Trust was desirous of redeveloping the Larger Land by demolishing the said Old Structures and constructing on the Larger Land, new multistoried buildings.
- l. Accordingly, the said Trust with a view to redevelop the said Property by demolishing the said Old Structures consulted with the Occupants of the said Old Structures to arrive at an understanding whereby the said Trust with the consent of the Occupants could redevelop the said Property (which included the said Land occupied by slum dwellers) through a third-party developer.
- m. By and under a Development Agreement dated 12th May, 2004 made and executed by the said Trust (through its trustees) in favour of the Developer (hereinafter referred to as "**the Development Agreement**"), the said Trust has granted development rights in respect of the said Property in favour of the Developer; and has appointed the Developer as a developer for undertaking the redevelopment of the said Property.
- n. Thereafter, the said Trust had applied to the Joint Charity Commissioner, Maharashtra State, Mumbai, under Section 36 (1) (a) of the Maharashtra Public Trusts Act, 1950 (formerly Bombay Public Trusts Act, 1950), seeking permission to redevelop the said Property as per the Development Agreement. The Joint Charity Commissioner, Maharashtra State, Mumbai by its Order dated 30th March, 2005, granted permission to the said Trust for undertaking redevelopment of the said Property, by granting the development rights in respect thereof, in favour of the Developer.
- o. By and under a Supplemental Agreement dated 11th April, 2011, made and executed between the said Trust (through its trustees) and the Developer, certain further terms and conditions were agreed and recorded between the parties thereof, with respect to the redevelopment of the said Land in accordance with the Development Agreement.
- p. The said Development Agreement was remained to be registered at the relevant time and accordingly, by and under a Deed of Confirmation dated 13th September, 2011, made and executed between the said Trust and the Developer, the parties thereto confirmed execution of the Development Agreement and the terms thereof and the said Deed of Confirmation is registered with the Sub-Registrar of Assurances at Borivali no. 5 under serial no. BDR-11-8462-2011.



- q. r As per the terms of the said Development Agreement, the Developer has been authorised to demolish the said Old Structures and construct on the Larger Land new multistoried buildings including inter alia by undertaking development of the said Land (as per the applicable slum rehabilitation scheme) encroached upon by various slum structures which were occupied by various slum dwellers (hereinafter referred to as "**the Proposed Buildings**"), wherein certain constructed premises were to be provided by the Developer to the said Trust, the Occupants and the SRA/slum dwellers (as per the applicable slum rehabilitation scheme); and the Developer was entitled to sell/dispose of the remaining premises in the Proposed Buildings (including the premises in the Proposed Buildings constructed by development of the said Land as per the applicable slum rehabilitation scheme) to third parties, with the view that ultimately the purchasers/occupants of the various premises in each of the Proposed Buildings shall form a Co-operative Housing Society or a Condominium of Apartment Owners or a Limited Company, to whom the management and maintenance of the respective buildings (of the Proposed Buildings) would be handed over.
- r. Along with the said Development Agreement, the said Trust has also executed, 2 (two) separate Powers of Attorney dated 14th May, 2003 and 25th April, 2006, in favour of the partners of the Developer firm (hereinafter referred to as "**the Powers of Attorney**") in order to enable the Developer to effectively undertake the redevelopment of the said Property.
- s. In the circumstances above, the Developer has become entitled to undertake the redevelopment of the said Property (which includes the said Land).
4. We have perused the property register cards in respect of the said Land; and have noted that the name of the said Trust appears therein as holder of the said Land.
5. By and under a Deed of Mortgage cum Charge dated 21st December, 2022 made and executed by the Developer, represented by its partners in favour of IDBI Trusteeship Services Limited (hereinafter referred to as "**the Security Trustee**"), the Developer has created security in form of a mortgage in favour of the Security Trustee in respect of the projects to be developed on the Larger Land including inter alia by way of first and exclusive charge by way of mortgage over the development rights held by the Developer in the manner as aforesaid as well as receivable and project proceeds as set out therein for securing certain loans/financial assistance that the Developer has availed of from Indusind Bank Limited. The said Deed of Mortgage cum Charge dated 21st December, 2022 is duly registered with the Sub-Registrar of Assurances at Borivali no.5 under no. BRL5-18409-2022.
6. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished by the Developer to us it appears that: