INSIGNIA ATTORNEY

INSIGNIA ATTORNEYS

Format A

(Circular 28/2021)

29th September 2023

To
MahaRERA
Housefin Bhavan, Plot No. C-21,
E – Block, Bandra – Kurla Complex,
Bandra (East), Mumbai – 400 051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that piece and parcel of plot bearing Final Plot No. 185 admeasuring 2,555.18 sq. mtr. bearing C.T.S. Nos. 1611 & 1611/1 to 1611/15 situated at Dixit Road, Vile Parle (East), Taluka – Andheri, Mumbai 400 057 (hereinafter referred to as "**Scheduled Property**").

I have investigated the title of the Scheduled Property on request of SevenFolds Construction LLP and following documents i.e.:-

1) Description of property: All that piece and parcel of Final Plot bearing no. 185 including ground with messuage, tenements or dwelling houses, admeasuring 2,555.18 sq. mtr., bearing C.T.S. Nos. 1611 & 1611/1 to 1611/15 situate, lying and being at Dixit Road, Vile Parle (East), Taluka – Andheri, Mumbai – 400 057 in the Registration Sub District of Mumbai City and Mumbai Suburban and bounded as follows:

   On or towards the NORTH: By Dixit Road;

   On or towards the SOUTH: By Plot No. 189 & 190 of the said Scheme and CTS No. 1610 & 1609;

   On or towards the WEST: By Shraddhanand Road;

   On or towards the EAST: By Plot No. 187 of the said Scheme and C.T.S. No. 1612, 1612/8.

2) Documents pertaining to the title of the Scheduled Property:

Contact Nos.: + 91 9920732406 ; Email ID: bishwajeetmukherjee597@gmail.com; Address: 5035, Rustomjee Eaze Zone Mall, 3rd Floor, Opp. SBI Bank and Ozone, Goregaon Mulund Link Road, Malad (West), Mumbai - 400 064;

a) Agreement dated 08th August 1979 executed by Ratnibai Ghanshyamdas Poddar with Ghanshyamdas Sitaram Poddar in favour of Shivkumar Motilal Jalan;

b) Agreement dated 02nd December 1989 executed by Shivkumar Motilal Jalan in favour of (i) Lata M. Gupta, (ii) Urmila S. Gupta and (iii) Sushama A. Gupta;

c) Registered Indenture of Conveyance dated 20th March 1998 executed by (i) Ratnibai Ghanshyamdas Poddar along with (ii) Kailas Pati Ghanshyamdas Poddar in favour of Minal Co-operative Housing Society Limited;

d) Registered Indenture of Conveyance dated 29th April 1998 executed by (i) Arvind M. Poddar along with (ii) Sanjay M. Poddar in favour of Madhav Kunj Co-operative Housing Society Limited;

e) Copy of the papers and proceedings of the suit bearing no. 3067 filed by Minal Co-operative Housing Society Limited against Lata M. Gupta, Urmila S. Gupta and Sushama A. Gupta and Ors.

f) Copy of paper and proceedings of the First Appeal bearing no. 1117 of 2018 filed by Sushama A. Gupta and Anr. Before the Hon'ble High Court;

g) Copy of papers and proceedings of the suit bearing no. 4525 of 2000 filed by Lata M. Gupta, Urmila S. Gupta and Sushama A. Gupta against Minal Co-operative Housing Society Limited;

h) Copy of paper and proceedings of the application for deemed conveyance filed by Ramanuj Co – operative Housing Society Limited bearing no. 37 of 2021 before the District Deputy Registrar;

i) Copy of the paper and proceedings of the civil writ petition no. 7981 filed by Minal Co – operative Housing Society Limited challenging

Contact Nos.: + 91 9920732406 ; Email ID: bishwajeetmukherjee597@gmail.com; Address: 5035, Rustomjee Eaze Zone Mall, 3rd Floor, Opp. SBI Bank and Ozone, Goregaon Mulund Link Road, Malad (West), Mumbai - 400 064;

the order of deemed conveyance along with order dated 13th April 2023 staying the order of deemed conveyance;

j) Declaration on oath by Madhavkunj Co – operative Housing Society Limited dated 10th February 2022;

k) Registered Development Agreement dated 29th March, 2022 executed by and among Minal Co – operative Housing Society Limited, its members and SevenFolds Construction LLP;

l) Registered Irrevocable Power of Attorney dated 29th March 2022 executed by Minal Co – operative Housing Society Limited in favour of partners of SevenFolds Construction LLP. viz. Mr. Fauzaan Ashraf Khan and Mr. Sandeep Satishkumar Saboo;

m) Registered Development Agreement dated 31st March 2022 executed by and among Madhakunj Co – operative Housing Society Limited, its members and SevenFolds Construction LLP.;

n) Registered Irrevocable Power of Attorney dated 31st March 2022 executed by the managing committee of Madhavkunj Co – operative Housing Society Limited in favour of partners of SevenFolds Construction LLP. Mr. Fauzaan Ashraf Khan and Mr. Sandeep Satishkumar Saboo;

o) Public notice dated 30th May 2022 published in one English and one Marathi newspaper;

3) Property card issued by Collector of Land Records

4) Search Report for 30 years from 1992 till 2022

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 Minal Co – operative Housing Society Limited and Madhavkunj Co – operative Housing Society Limited is clear, marketable and without any encumbrances save and except for the encumbrances mentioned in the **Annexure – "B"**.

Contact Nos.: + 91 9920732406 ; Email ID: bishwajeetmukherjee597@gmail.com; Address: 5035, Rustomjee Eaze Zone Mall, 3rd Floor, Opp. SBI Bank and Ozone, Goregaon Mulund Link Road, Malad (West), Mumbai - 400 064;

(4)

INSIGNIA ATTORNEY

INSIGNIA ATTORNEYS

Owners of the land:

(1) Minal Co-operative Housing Society Limited and Madhavkunj Co – operative Housing Society Limited CTS/C.No. 1611, 1611/1 to 1611/15

The report reflecting the flow of the title of Minal Co – operative Housing Society Limited and Madhavkunj Co – operative Housing Society Limited on the Scheduled Property is enclosed herewith as **Annexure – "B"**.

Encl.: 1) Annexure – "A" (encumbrance)
2) Annexure – "B" (Title Flow)
3) Search Report

29th September 2023

For Insignia Attorney

Mr Bishwajeet G. Mukherjee, Partner

Contact Nos.: + 91 9920732406 ; Email ID: bishwajeetmukherjee597@gmail.com; Address: 5035, Rustomjee Eaze Zone Mall, 3rd Floor, Opp. SBI Bank and Ozone, Goregaon Mulund Link Road, Malad (West), Mumbai - 400 064;

Annexure A
(Flow of title of the said Property)

1. Devolution of Scheduled Property:

   a. One Ratnibai Ghansyamdas Poddar and One Ghanshyamdas Sitaram Poddar were absolutely seized and possessed of or otherwise well and sufficiently entitled to the Scheduled Property.

   a) That by an agreement dated 8th August, 1979 made by and between (i) Ratnibai Ghanshyamdas Poddar along with (ii) Ghanshyamdas Sitaram Poddar in favour Shivkumar Motilal Jalan who was carrying on business in the name and style of Messers Jalan Construction Company as the sole proprietor, Ratnibai Ghanshyamdas Poddar and Ghanshyamdas Sitaram Poddar agreed to grant the rights to develop and ultimately sell 1802.13 sq. mtrs. out of the Scheduled Property leaving 750 sq. mtrs. area occupied by them **(First Property)** to Shivkumar Motilal Jalan for the consideration of Rs. 5,00,000/- (Rupees Five Lakh Only) and upon the other terms and conditions therein mentioned. The balance 750 sq. mtr. area is hereinafter referred to as the Second Property;

   b) That a sum of Rs. 4,75,000/- has been paid by the said Shivkumar Motilal Jalan to the said Ratnibai Ghanshyamdas Poddar and Ghanshyamdas Sitaram Poddar under the said Agreement dated 8th August, 1979. The possession of the First Property was handed over to the said Shivkumar Motilal Jalan.

   c) That the said Ghanshyamdas Sitaram Poddar died at Mumbai on 20th March, 1980 leaving a will dated 24th October, 1979 wherein he appointed (1) Ratnibai Ghanshyamdas Poddar and (2) Satyanarayan Khemka as executors of his will;

   d) The aforesaid will was probated by an order dated 17th February, 1983, passed by the Hon'ble Bombay High Court in the Testamentary Petition No. 1035 of 1980 and as per the will, the said deceased Ghanshyamdas Sitaram Poddar bequeathed the said Land to Ratnibai Ghanshyamdas Poddar and Kailashpati Ghanshyamdas Poddar;

e) That by a transfer deed dated 30th March, 1983 made by and between Ratnibai Ghanshyamdas Poddar and 1) Arvind M. Poddar along with 2) Sanjay M. Poddar, Ratnibai Ghanshyamdas Poddar decided to transfer the absolute rights regarding the remaining 750 sq. mtrs. land of the Scheduled Property being the Second Property, to Arvind M. Poddar and Sanjay M. Poddar upon the other terms and conditions therein mentioned along with the building known as Madhav Kunj (hereinafter referred to as **"Madhav Kunj"**) standing thereon;

f) That the said Shivkumar Motilal Jalan caused to be constructed a building consisting of ground plus six upper floors known as *"Minal Apartments"* on the First Property and sold the flats in the said building to different flat buyers on ownership basis by executing registered agreements **("Individual Agreements")** with them;

g) That in the said Individual Agreements, it was agreed that after the flat buyers form a Co-operative Housing Society and after they make the entire payment towards the cost of the flats, Shivkumar Motilal Jalan will transfer and convey or cause Ratnibai Ghanshyamdas Poddar and Kailash Pati Ghanshyamdas Poddar being the legal heirs of the deceased Ghanshyamdas Sitaram Poddar to convey the First Property with the said building constructed thereon in favour of the society so formed;

h) That after paying the total consideration towards the tenements, the flat buyers along with Shivkumar Motilal Jalan formed a society in the name of Minal Co-operative Housing Society Limited and thereby registered the same under the registration no. BOM/WKE/HSG/TC/2437 of 1987/88;

i) In the meantime, as Shivkumar Motilal Jalan was not in a position to develop the remaining portion of the said Land, therefore, vide an agreement dated 2nd December, 1989, executed by Shivkumar Motilal Jalan, the available F.S.I. being 6550 sq. ft. after construction of Minal Apartments was granted in favour of 1) Lata N. Gupta, 2) Urmila S. Gupta and 3) Sushama A. Gupta, all being partners of one Gupta Developers, a partnership firm. Hereinafter for the sake of brevity, Lata