PRAYAG JOSHI
B.COM, L.L.B.
Advocate, High Court

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FORMAT – A

To,

MAHARERA,

BKC, Housefin Bhavan, Near RBI,

E Block, Bandra Kurla Complex,

Bandra (East), Mumbai – 400 051.

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to Redevelopment of property being ALL THAT PIECE OR PARCEL OF LAND admeasuring 710.70 sq. mtrs. bearing CTS No. F/1533, F. P. No. 578 of TPS – III of Village Bandra – F, lying, being and situated at 5th road khar (west), Mumbai – 400 052 and bounded as (i) on or towards the north by: CTS No. 1532, (ii) on or towards the south by: CTS No. 1536, (iii) on or towards the east by: CTS No. 1534, and (iv) on or towards the west by: 5th Road. (Hereinafter referred to as "the said property")

A. I have investigated the title of the said property on the request of M/S. SHIV SAI DEVELOPERS and perused the following documents and information i.e.:-

1. **DESCRIPTION OF THE SAID PROPERTY:**

   ALL THAT PIECE OR PARCEL OF LAND admeasuring 710.70 sq. mtrs. bearing CTS No. F/1533, F. P. No. 578 of TPS – III of Village Bandra – F, lying, being and situated at 5th road khar (west), Mumbai – 400 052 and bounded as (i) on or towards the north by: CTS No. 1532, (ii) on or towards the south by: CTS No. 1536, (iii) on or towards the east by: CTS No. 1534, and (iv) on or towards the west by: 5th Road.

J.R.B.

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2. **DOCUMENTS OF ALLOTMENT OF THE PLOT/ DOCUMENTS RELIED UPON:**

   a. Copy of Development Agreement dated 18.02.2006 and Irrevocable General Power of Attorney dated 18.02.2006 executed by and between Sarvodaya SRA co-operative housing society Ltd. (therein referred to as the "PROP. SOCIETY") of the one part, and M/s. Gurunanak Developers (I) Pvt. Ltd. (therein referred to as the "DEVELOPERS") of the second part.

   b. Copy of Agreement for Development dated 21.09.2006 executed by and between (1) Shankar Mangu, (2) Kishan Tulsi, (3) Kanu Shivram, and (4) Ajit Khimji Waghela (therein referred to as the "VENDORS") of the first part and M/s. Gurunanak Developers (I) Pvt. Ltd. (therein referred to as the "DEVELOPERS") of the second part, which was duly registered with the office of sub-registrar of Assurance at Andheri – 2 under registration No. BDR – 4/ 07224/ 2006 dated 22.09.2006.

   c. Copy of Irrevocable General Power of Attorney dated 22.09.2006 executed by (1) Shankar Mangu, (2) Kishan Tulsi, (3) Kanu Shivram, and (4) Ajit Khimji Waghela in our favour M/s. Gurunanak Developers (I) Pvt. Ltd. in respect to the development of the said property, which was duly registered with the office of sub-registrar of Assurance at Andheri – 2 under registration No. BDR – 4/ 07225/ 2006 dated 22.09.2006.

   d. Copy of Letter of Intent (LOI) dated 25.05.2007 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

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e. Copy of revised Letter of Intent (LOI) dated 12.04.2010 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

f. Copy of Intimation of Approval (IOA) dated 11.09.2007 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

g. Copy of amended Intimation of Approval (IOA) dated 01.07.2010 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

h. Copy of Commencement Certificate (CC) dated 18.09.2007 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

i. Copy of further Commencement Certificate (CC) dated 01.07.2010 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

j. Copy of Intimation of Approval (IOA) dated 06.12.2005 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

k. Copy of amended Intimation of Approval (IOA) dated 03.02.2010 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

l. Copy of Commencement Certificate (CC) dated 22.12.2005 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

m. Copy of further Commencement Certificate (CC) dated 03.02.2010 issued by SRA in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

n. Copy of General Body Resolution dated 24.02.2022 passed by Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd.

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o. Copy of Application under section 13(2) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 for termination of the said M/s. Gurunanak Developers (I) Pvt. Ltd. appointment as a Developers and appointment of new Developers.

p. Copy of Order dated 15.06.2022 passed by the competent authority inter alia the appointment of said M/s. Gurunanak Developers (I) Pvt. Ltd. was terminated by appointing M/S. SHIV SAI DEVELOPERS as a new developer to complete the redevelopment project.

q. Copy of General Body Resolution dated 24.03.2022 passed by the Sarvodaya SRA CHS Ltd. jointly with Nikhar SRA CHS Ltd. inter alia resolved that M/S. SHIV SAI DEVELOPERS is appointed as developer to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.

r. Copy of Deed of Assignment of Development Right dated 22.11.2022 executed between M/S. GURUNANAK DEVELOPERS (I) PVT. LTD. (therein referred to as the Previous Developers), M/s. SHIV SAI DEVELOPERS (therein referred to as the New Developers), and SARVODAYA SRA CO-OPERATIVE HOUSING SOCIETY LIMITED (therein referred to as the Confirming Party), which was duly registered with the office of sub-registrar of assurance at Bandra -15 under registration No. BDR-15/ 15638/ 2022 dated 23.11.2022.

s. Copy of Irrevocable General Power of Attorney dated 22.11.2022 was duly registered with the office of sub-registrar of assurance at Bandra -15 under registration No. BDR-15/ 15639/ 2022 dated 23.11.2022.

P.P.J.

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t. Copy of Property Card in respect to CTS No. F/1533.

u. Copy of Revised LOI dated 10.05.2023 bearing No. SRA/ ENG/ 1487/ HW/ PL/ LOI issued by SRA in favour of M/s. SHIV SAI DEVELOPERS.

v. Copy of Revised LOI dated 26.10.2023 bearing No. SRA/ ENG/ 1487/ HW/ PL/ LOI issued by SRA in favour of M/s. SHIV SAI DEVELOPERS.

w. Copy of Commencement Certificate dated 02.11.2023 and approved plan dated 02.11.2023.

On perusal of the abovementioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of M/S. SHIV SAI DEVELOPERS is clear, marketable and without any encumbrances and accordingly M/S. SHIV SAI DEVELOPERS, being Developer, are entitled to carry out redevelopment of the property being ALL THAT PIECE OR PARCEL OF LAND admeasuring 710.70 sq. mtrs. bearing CTS No. F/1533, F. P. No. 578 of TPS – III of Village Bandra – F, lying, being and situated at 5th road khar (west), Mumbai – 400 052 and bounded as (i) on or towards the north by: CTS No. 1532, (ii) on or towards the south by: CTS No. 1536, (iii) on or towards the east by: CTS No. 1534, and (iv) on or towards the west by: 5th Road and more particularly described in the Schedule hereunder written.

B. **OWNER OF THE PROPERTY:**

(1) Mr. Shankar Mangu,

(2) Mr. Vijay Mangu,

(3) Mr. Dhiru Mangu,

(4) Mr. Shyam Mangu,

(5) Mr. Manohar Mangu,

J.P.B.

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(6) Mr. Deepak Mangu,

(7) Mr. Bhagirathi Mangu alias Avinash Mangu,

(8) Mr. Gauri Mangu,

(9) Mr. Kishan Tulsi,

(10) Mr. Manilal Tulsi,

(11) Mr. Ramesh Tulsi,

(12) Mr. Kanu Shivram,

(13) Mr. Jivan Shivram,

(14) Mr. Ashok Shivram,

(15) Smt. Naboo Bachoo,

(16) Mr. Raju Shivram,

(17) Mr. Chandu Shivram,

(18) Mr. Ajit Khimji Waghela,

(19) Smt. Manji Banu,

(20) Mr. Vitthal Raisingh,

(21) Mr. Balu Shankar,

The said property is declared as slum. The said property was occupied by the slum dwellers.

Prima facie on physical inspection of the photocopies of the documents listed in paragraphs hereinabove and subject to observation set out in Paragraphs hereinabove, I am of the opinion that the development rights of the said Property vests with M/S. SHIV SAI DEVELOPERS upon the terms and condition as recorded in the aforesaid Deed of Assignment of Development Right dated 22.11.2022 and my client M/S. SHIV SAI DEVELOPERS, being appointed Developer of the said property is entitled to carry out redevelopment of the said property.

The report reflecting the flow of the title of the said Property are enclosed herewith as annexure.

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C. **ASSUMPTIONS:**

While considering my opinion on the title of the said property, I have made the following assumption:

a. All copy documents confirm to the originals and originals are genuine and complete.

b. Each signature on the documents shall be deemed to be genuine signature of the individual/ party concerned.

c. The Deeds are within the power and capacity of and have been validly authorized and signed by each party.

d. I express no opinion as to the correctness of any warranties given by the parties (expressly or implied) to the agreement under or by virtue of these agreements executed save if and in so far as the matter warranted are subject matter of specific opinions in the certificate.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT PIECE OR PARCEL OF LAND admeasuring 710.70 sq. mtrs. bearing CTS No. F/1533, F. P. No. 578 of TPS – III of Village Bandra – F, lying, being and situated at 5th road khar (west), Mumbai – 400 052 and bounded as follow:

ON OR TOWARDS THE NORTH BY	:	CTS No. 1532,
ON OR TOWARDS THE SOUTH BY	:	CTS No. 1536,
ON OR TOWARDS THE EAST BY	:	CTS No. 1534,
ON OR TOWARDS THE WEST BY	:	5th Road

Encl.: Annexure.

Date: 16.12.2023

Joshi P.B.

(PRAYAG JOSHI)
Advocate

PRAYAG JOSHI ★ MUMBAI ★ ADVOCATE HIGH COURT

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FORMAT – A

(Circular No. 28/2021)

FLOW OF THE TITLE OF THE SAID PROPERTY

1. On perusal of the aforesaid documents and more particularly document being Agreement for Development dated 21.09.2006 and Irrevocable General Power of Attorney dated 21.09.2006 executed by and between (1) Shankar Mangu, (2) Kishan Tulsi, (3) Kanu Shivram, and (4) Ajit Khimji Waghela (therein referred to as the "VENDORS") of the first part and M/s. Gurunanak Developers (I) Pvt. Ltd. (therein referred to as the "DEVELOPERS") of the second part, which were duly registered with the office of sub-registrar of Assurance at Andheri – 2 under registration No. BDR – 4/ 07224/ 2006 dated 22.09.2006 and registration No. BDR – 4/ 07225/ 2006 dated 22.09.2006 respectively in respect to CTS NO. 1533, it reveals that (1) Mr. Shankar Mangu, (2) Mr. Vijay Mangu, (3) Mr. Dhiru Mangu, (4) Mr. Shyam Mangu, (5) Mr. Manohar Mangu, (6) Mr. Deepak Mangu, (7) Mr. Bhagirathi Mangu alias Avinash Mangu, (8) Mr. Gauri Mangu, (9) Mr. Kishan Tulsi, (10) Mr. Manilal Tulsi, (11) Mr. Ramesh Tulsi, (12) Mr. Kanu Shivram, (13) Mr. Jivan Shivram, (14) Mr. Ashok Shivram, (15) Smt. Naboo Bachoo, (16) Mr. Raju Shivram, (17) Mr. Chandu Shivram, (18) Mr. Ajit Khimji Waghela, (19) Smt. Manji Banu, (20) Mr. Vitthal Raisingh, and (21) Mr. Balu Shankar, are the owners of the said property i.e. property being ALL THAT PIECE OR PARCEL OF LAND admeasuring 710.70 sq. mtrs. bearing CTS No. F/1533, F. P. No. 578 of TPS – III of Village Bandra – F, lying, being and situated at 5th road khar (west), Mumbai – 400 052 and bounded as (i) on or towards the north by: CTS No. 1532, (ii) on or towards the south by: CTS No. 1536, (iii) on or towards the east by: CTS No. 1534, and (iv) on or towards the west by: 5th Road and more

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particularly described in the Schedule hereunder written and the said property is declared as slum. The said property was occupied by the slum dwellers.

2. By virtue of Development Agreement dated 18.02.2006 and Irrevocable General Power of Attorney dated 18.02.2006 executed by and between Sarvodaya SRA co-operative housing society Ltd. (therein referred to as the "PROP. SOCIETY") of the one part, and M/s. Gurunanak Developers (I) Pvt. Ltd. (therein referred to as the "DEVELOPERS") of the second part, the said M/s. Gurunanak Developers (I) Pvt. Ltd. have obtained development right in respect to the property being all that piece or parcel of land bearing CTS No. F/1533, F. P. No. 578 of TPS - III of Village Bandra - F, lying, being and situated at 5th road Khar (west), Mumbai-52 along with structure standing thereon and known as "Waghela Chawl" zopadpati and total land under the said slum area is 710.70 sq. mtrs. upon the terms and condition more particularly recorded in the said Development Agreement.
3. The said Development Agreement dated 18.02.2006 and Irrevocable General Power of Attorney dated 18.02.2006 was duly notarized with the Public Notary on 18.02.2006.
4. By virtue of Agreement for Development dated 21.09.2006 executed by and between (1) Shankar Mangu, (2) Kishan Tulsi, (3) Kanu Shivram, and (4) Ajit Khimji Waghela (therein referred to as the "VENDORS") of the first part and M/s. Gurunanak Developers (I) Pvt. Ltd. (therein referred to as the "DEVELOPERS") of the second part, the said M/s. Gurunanak Developers (I) Pvt. Ltd. have obtained development right in respect to the property being all that piece or parcel of land bearing CTS No. F/1533, F. P. No. 578 of TPS - III of Village Bandra – F, lying, being and situated at 5th Road Khar (west), Mumbai-400052. along with structure standing

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thereon and known as "Waghela Chawl" zopadpati and total land under the said slum area is 710.70 sq. mtrs. upon the terms and condition more particularly recorded in the said Development Agreement.

5. The said Agreement for Development dated 21.09.2006 was duly registered with the office of sub-registrar of Assurance at Andheri – 2 under registration No. BDR – 4/ 07224/ 2006 dated 22.09.2006.
6. By virtue of Irrevocable General Power of Attorney dated 22.09.2006 executed by (1) Shankar Mangu, (2) Kishan Tulsi, (3) Kanu Shivram, and (4) Ajit Khimji Waghela in our favour M/s. Gurunanak Developers (I) Pvt. Ltd. in respect to the development of the said property.
7. The said Irrevocable General Power of Attorney dated 22.09.2006 was duly registered with the office of sub-registrar of Assurance at Andheri – 2 under registration No. BDR – 4/ 07225/ 2006 dated 22.09.2006.
8. In the like manner one another society known as NIKHAR SRA CHS LTD. appointed M/s. Gurunanak Developers (I) Pvt. Ltd. as a developer to redevelop the property being all that piece or parcel of land bearing CTS No. E/128, F.P. No. 663 of TPS - III, of Village Bandra - E lying, being and situated on Government land, at Bandra, Taluka Andheri, District Bombay suburban District, Greater Bombay-400052 along with structure standing thereon and total land under the said slum area is 613.20 sq. mtrs.
9. In view of the obtaining development right of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd. by M/s. Gurunanak Developers (I) Pvt. Ltd., M/s. Gurunanak Developers (I) Pvt. Ltd. has submitted proposal for clubbing of SR scheme of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd.

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10. Pursuant to the said Application for clubbing of SR Scheme of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd., the SRA has allowed the said Application by issuing revised letter of intent dated 25.05.2007 was issued in favour of M/s. Gurunanak Developers (I) Pvt. Ltd.

11. There are 42 eligible slum dwellers of Sarvodaya SRA CHS Ltd. and M/s. Gurunanak Developers (I) Pvt. Ltd. proposed to shift 12 rehab tenements along with 15 PAP of SR scheme of Nikhar SRA CHS Ltd. to the site of SR scheme of Sarvodaya SRA CHS Ltd.

12. As against the accommodation of 12 rehab component along with 15 PAP of SR scheme of Nikhar SRA CHS Ltd. at the site of SR scheme of Sarvodaya SRA CHS Ltd., the sale component of the SR scheme of Sarvodaya SRA CHS Ltd. is to be shifted to the site of SR scheme of Nikhar SRA CHS Ltd.

13. In view of the issuance of the revised letter of intent dated 25.05.2007 & 12.04.2010 for joint development of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd. under clubbing SR scheme, the intimation of approval to rehab/ composite building at Sarvodaya SRA CHS Ltd. was issued on 11.09.2007 and same was amended from time to time and lastly amended on 01.07.2010 for the construction of Gr.+13 floors for 69 residential tenements (42 residential tenements of Sarvodaya CHS Ltd., 12 residential tenements of Nikhar SRA CHS Ltd. and 15 PAP tenements). Accordingly, the plinth commencement certificate for rehab building at Sarvodaya SRA CHS Ltd. was issued on 18.09.2007 and further commencement certificate was issued on 01.07.2010.

14. In the like manner, intimation of approval to sale building at Nikhar SRA CHS Ltd. was issued on 06.12.2005 and same was amended from time to time and lastly amended on 03.02.2010. Accordingly, plinth commencement certificate to sale building at

J-P-13.

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the site of Nikhar SRA CHS Ltd. was issued on 22.12.2005 and further commencement certificate was issued on 03.02.2010.

15. Subsequently, M/s. Gurunanak Developers (I) Pvt. Ltd. has obtained necessary permissions/ sanctions/ approvals from the concern planning authorities and constructed multistoried building consisting of Gr. + 13th upper floors at the site of Sarvodaya SRA CHS Ltd. and accommodated 42 eligible slum dwellers of Sarvodaya SRA CHS Ltd. and 12 eligible slum dwellers together with 15 PAP of Nikhar SRA CHS Ltd., 2 Flats for refuge area & 3 Flats as Amenity area and 14 sale units which has been already sold by M/s. Gurunanak Developers (I) Pvt. Ltd. in the building constructed at the site of Sarvodaya SRA CHS Ltd. However, unable to complete the project at site of Sarvodaya SRA CHS Ltd.

16. The said M/s. Gurunanak Developers (I) Pvt. Ltd. expressed their inability to complete the project of Sarvodaya SRA CHS Ltd. and consented for appointment of some new developer who complete the development of the said buildings.

17. Pursuant to the said consent, the Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd. Jointly passed resolution dated 24.03.2022 in general body meeting and in pursuance thereto, the Sarvodaya SRA CHS Ltd. has preferred Application before the competent authority under section 13(2) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 for termination of the said M/s. Gurunanak Developers (I) Pvt. Ltd. appointment as a Developers and appointment of new Developers.

18. The said Application under Section 13(2) of Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 was allowed by the competent authority vide it's order dated 15.06.2022 inter alia the appointment of said M/s. Gurunanak Developers (I) Pvt. Ltd. was terminated by appointing M/S. SHIV

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SAI DEVELOPERS as a new developer to complete the redevelopment project.

19. In view of the above, the Sarvodaya SRA CHS Ltd. has called its Special General Body Meeting jointly with Nikhar SRA CHS Ltd. which was attended by all its member of the both the societies. Where in all the abovementioned facts were placed before the members of the societies and after considering the same the members of the both the societies have unanimously passed common resolution dated 24.03.2022 inter alia resolved that M/S. SHIV SAI DEVELOPERS is appointed as developer to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. upon the terms and condition mentioned herein after.

20. Since the project is incomplete by utilizing it's full potential, M/s. Gurunanak Developers (I) Pvt. Ltd. has not obtained occupation certificate. However, the 42 eligible slum dwellers of Sarvodaya SRA CHS Ltd., 12 eligible slum dwellers of Nikhar SRA CHS Ltd., and various purchasers of 14 sold units took the possession of their respective allotted units in the said incomplete projects.

21. By virtue of Deed of Assignment of Development Right dated 22.11.2022 executed between M/S. GURUNANAK DEVELOPERS (I) PVT. LTD. (therein referred to as the Previous Developers), M/s. SHIV SAI DEVELOPERS (therein referred to as the New Developers), and SARVODAYA SRA CO-OPERATIVE HOUSING SOCIETY LIMITED (therein referred to as the Confirming Party), M/S. GURUNANAK DEVELOPERS (I) PVT. LTD. has assigned the Development Right in respect to the said incomplete project in favour of the M/S. SHIV SAI DEVELOPERS upon such terms and condition which is more particularly recorded in the said Deed of Assignment of Development Right dated 22.11.2022.

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22. The said Deed of Assignment of Development Right dated 22.11.2022 was duly registered with the office of sub-registrar of assurance at Bandra -15 under registration No. BDR-15/ 15638/ 2022 dated 23.11.2022.

23. The Irrevocable General Power of Attorney dated 22.11.2022 was duly registered with the office of sub-registrar of assurance at Bandra -15 under registration No. BDR-15/ 15639/ 2022 dated 23.11.2022.

24. In pursuance of the aforesaid events, the M/S. SHIV SAI DEVELOPERS have obtained following necessary permission/ sanction/ approval from planning authority to complete the incomplete project of Sarvodaya SRA CHS Ltd.:

    a. Copy of Revised LOI dated 10.05.2023 bearing No. SRA/ ENG/ 1487/ HW/ PL/ LOI issued by SRA in favour of M/s. SHIV SAI DEVELOPERS.

    b. Copy of Revised LOI dated 26.10.2023 bearing No. SRA/ ENG/ 1487/ HW/ PL/ LOI issued by SRA in favour of M/s. SHIV SAI DEVELOPERS.

    c. Copy of Commencement Certificate dated 02.11.2023 and approved plan dated 02.11.2023.

25. Litigation: NIL. No litigation is pending as far as title of the property is concern.

Date: 16.12.2023
Place: Mumbai

(PRAYAG JOSHI)
Advocate

PRAYAG JOSHI ★ MUMBAI ★ ADVOCATE, HIGH COURT