CHITNIS VAITHY & CO. (Regd.)

ADVOCATES & SOLICITORS

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OUR REF. :

FORMAT-A
(Circular No. 28/2021)

DATE :

To,
Maharashtra Real estate Regulatory Authority
6th & 7th Floor, Housefin Bhavan,
Plot No. C-2, E-Block,
Bandra Kurla Complex,
Bandra (E), Mumbai- 400 051.

LEGAL TITLE REPORT

Sub.: Title Certificate for Plot Nos. 19 and 20 admeasuring in aggregate 3150.5 sq. mtrs described below :

1. All that piece or parcel of land or ground bearing Final Plot No. 19 admeasuring as per present Property Card as 1985.00 sq. mtrs. or thereabouts (without the entry of set-back area of 240 sq. meters already surrendered by the Society to MCGM) leaving the balance Plot area as 1745 sq. meters, of Town Planning Scheme III of Ghatkopar, and Municipal Assessment Tax Bill No. N-84, Plot No. 19, N-84(2) 19A of Village- Ghatkopar Kirol, Taluka, Kurla, situate, lying and being at M.G.Road, Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban (hereinafter referred to as the '**said first property**').

2. All that piece or parcel of land or ground admeasuring as per Property Card 1405.50 sq. mtrs. or thereabouts, bearing Final Plot No. 20 of Town Planning Scheme III of Ghatkopar, bearing CTS No.5958 of Village- Ghatkopar Kirol, Taluka, Kurla, situate, lying and being at Tilak Road, Opp. Sindhu Wadi, Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban. (hereinafter referred to as the '**said second property**')

3. The said First property and said Second property shall collectively be referred to as **'said Amalgamated property'**.

We have investigated the title of **M/s. SHREE SAI REALTORS**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered address at 201, Sai Plaza, Jawahar Road, Opp. Ghatkopar Railway Station, Ghatkopar (E), Mumbai- 400077 **('our clients')**.

Description of the said Amalgamated Property:

All those pieces or parcels of land or ground bearing Final Plot No. 19 admeasuring as per present Property Card as 1985.00 sq. mtrs. or thereabouts (without the entry of set-back area of 240 sq. meters already surrendered by the Society to MCGM) leaving the balance Plot area as 1745 sq. meters and Final Plot No. 20 of Town Planning Scheme III admeasuring as per Property Card 1405.50 sq. mtrs. or thereabouts aggregating to 3150.5 sq. mtrs or thereabouts of Village- Ghatkopar Kirol, Taluka, Kurla, situate, lying and being at Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban.

7/12 Extract or Property Cards issued by City Survey Office:

As per the property card, the said First Property is bearing Final Plot No. 19 of Town Planning Scheme III of Ghatkopar admeasuring 1985.00 sq. mtrs. or thereabouts (without reflecting the entry of set-back area of 240 sq. meters already surrendered by the Society to MCGM) leaving the balance Plot area as 1745 sq. meters.

As per the property card, the said Second Property is bearing Final Plot No. 20 of Town Planning Scheme III admeasuring as per Property Card 1405.50 sq. mtrs. or thereabouts

Search Report:

On our instructions, a search was conducted by Search Clerk, Mr. Arvind Kadam, in the offices of the Sub-Registrar of Assurances in respect of the said first and Second Property

and based on his reports both dated 11th July, 2023, it can be inferred that there are no encumbrances or charges on the said First and Second Properties.

Owner of the Said First Property and said Second Property

The said First property is owned by Shankar Chhya Co-operative Housing Society Ltd and the said Second Property is owned by Kailash Kiran No. 2 Co-operative Housing Society Ltd.

On perusal of the documents and all other relevant documents relating to the title of the said Amalgamated Property, we are of the opinion that the title of M/s. Shree Sai Realtors to redevelop the said amalgamated property is clear, marketable and without any encumbrances.

The report reflecting the flow of the title of M/s. Shree Sai Realtors to redevelop the said Amalgamated Property is enclosed herewith as an Annexure.

Encl.: Annexure

Date:-25-07-2023

For, M/s. Chitnis Vaithy & Co

V.A.Joshi
(Partner)

"ANNEXURE"

FLOW OF THE TITLE OF THE SAID FIRST PROPERTY

i. By a Certificate of Sale dated 20th June, 1961 issued by the Managing Officer, Office of the Regional Settlement Commissioner, Bombay, Mr. Varialsingh Lilasingh, Mr. Jawaharsingh Lilasingh, Mr. Ramsingh Lilasingh, Mr. Harusingh Lilasingh and Mr. Idansingh Sitalsingh were absolutely entitled to the land bearing Final Plot No. 19 of Town Planning Scheme III of Ghatkopar, bearing Survey No. 252 and corresponding CTS No.5957 and Municipal Assessment Tax Bill No. N-84, Plot No. 19, N-84(2) 19A of Village- Ghatkopar Kirol, Taluka, Kurla admeasuring 2224 sq. yards equivalent to 1859.26 sq. meters or thereabouts and as per Property Card 1985 sq. mtrs. or thereabouts (hereinafter referred to as **'said land'**).

ii. By a registered Indenture dated 25th July, 1962 duly registered with the Sub-Registrar of Bombay bearing Serial No. 2140 of 1962 dated 26th July, 1962 executed between Mr. Varialsingh Lilasingh, Mr. Jawaharsingh Lilasingh, Mr. Ramsingh Lilasingh, Mr. Harusingh Lilasingh and Mr. Idansingh Sitalsingh being the Vendors therein referred to of the First Part and Bhawan Parbat Patel being the Confirming Party therein referred to of the Second Part and Parbat Kesara Patel, Bhawan Parbat Patel and Narayan Parbat Patel, being the Partners of M/s. Parbat Kesara Patel & Co being the Purchasers therein referred to of the Third Part, the said Mr. Varialsingh Lilasingh and 4 others sold, transferred and conveyed the said land with the confirmation of Bhawan Parbat Patel to M/s. Parbat Kesara Patel & Co for the consideration and upon the terms and conditions therein contained.

iii. Parbat Kesara Patel, Bhawan Parbat Patel and Narayan Parbat Patel, being the Partners of M/s. Parbat Kesara Patel & Co erected, constructed and completed a building comprising of ground and three upper floors comprising of flats and garages

(hereinafter referred to as the **'Building no. 1'**) as per the approval and plans sanctioned by the authorities of the Mumbai Municipal Corporation.

iv. M/s. Parbat Kesara Patel and Co. thereafter sold flats and garages in the aforesaid building no. 1 and incorporated a common organization being a co-operative housing society known as 'Shankar Chhaya Co-operative Housing Society Ltd' registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, being the Society herein (hereinafter referred to as **'said Society'**).

v. By a registered Indenture dated 5th February, 1969 duly registered with the Sub-Registrar of Bombay bearing Serial No. 1413 of 1969 dated 5th April, 1969 executed between Parbat Kesara Patel, Bhavan Parbat Patel and Narayan Parbat Patel being the Partners of M/s. Parbat Kesara Patel & Co being the Vendors therein referred to of the One Part and the said Society being the Purchasers therein referred to of the Other Part, the M/s. Parbat Kesara Patel & Co sold, transferred and conveyed the said land alongwith the structures standing thereon unto the Society herein for the consideration and upon the terms and conditions therein contained.

vi. By an Agreement dated 16th October, 1985 executed between the said Society, therein referred to of One Part and (i) Shri. Pravin Abjee Kothari (ii) Smt. Sarla P. Kothari (iii) Smt. Vijalaxmi Jamnadas Shah and (iv) Rajendra Jamnadas Shah being the Developers therein referred to of the Other Part, the said Society allowed Shri. Pravin Abjee Kothari and Others to develop a portion of the said land by utilizing certain FSI as more particularly mentioned therein for the consideration and upon the terms and conditions therein contained.

vii. Pursuant to the aforesaid Agreement dated 16th October, 1985, Mr. Pravin Abjee Kothari and Others in their capacity as the Developers obtained the requisite permissions from the competent authorities and constructed a building comprising of Ground plus 2 Upper Floors known as "Building No. 2" (hereinafter referred to as

'Building No. 2'). The Flat/Garage purchasers of the said Building No. 2 have been admitted to the membership of the said Society herein. The Building No. 1 and Building No. 2 shall collectively be referred to as **'said buildings'**). The said land and the said buildings shall collectively be referred to **'said property'**.

viii. By a letter dated 2nd April, 1985 addressed by the said Society to the City Survey Officer (7), the said Society requested the City Survey Officer to transfer an area equivalent to 117.05 sq. meters on M. G. Road, affected by the reservation of Set Back from the said land to the Municipal Corporation of Greater Mumbai (**'MCGM'**) as per the Certificate from MCGM no. AEMN/3384/SR dated 21st October, 1983 and 113.85 sq. mts along M. G. Road and 11.40 sq. alongwith Bhaveshwar Cross Road as per certificate from B.M.C vide No. AEMN/3384/SR dated 21st October 1983.

ix. The Town Planning Scheme-III **('TPS')** of Ghatkopar (E) was sanctioned in the year 1988. After the TPS was sanctioned, a new property card was opened in respect of the said Land bearing Final Plot No. 19, which did not carry forward/reflect the entries of the property card prior to sanction of TPS such as : - Name of Deputy Custodian of Evacuee Property for Haji Suleman Jamal was continued though it was deleted/bracketed in the prior property card and mutation entry reflecting the surrender of set back area of 240 sq. meters to MCGM was also missing.

x. In fact, by a Mutation Entry No. 1185 dated 8th June, 2015 as per the Notification dated 16th February, 2015 issued by City Survey Officer, read with Order dated 8th June, 2015 passed by the City Survey Officer, the area of the said land was confirmed to be 1985 sq. meters. Presently, the Property Card generated after sanction of TPS in respect of the said land stands in the joint names of the said Society and Deputy Custodian of Evacuee Property for Haji Suleman Jamal. The said Society applied to the revenue authorities to delete the name of Deputy Custodian of Evacuee Property

for Haji Suleman Jamal in the property card which has been deleted vide mutation entry dated 6th April, 2023.

xi. The said buildings were in a dilapidated condition and in need of heavy structural repairs, aesthetical uplift and preferably reconstruction which involved considerable expenditure. As the said society and its members were not conversant with the redevelopment procedure and also did not have the financial wherewithal for carrying out the redevelopment / construction of the New Building, the said Society in its Special General Body Meeting held on 27th February, 2022 unanimously resolved that the said buildings be demolished and new building/s be constructed on the said land through a reputed Developer by utilizing the entire benefit of FSI available in respect of the said land under the prevailing DCPR, 2034.

xii. The said Society after following the guidelines prescribed under section-79-A of the Maharashtra Co-operative Societies Act, 1960 invited offers from interested developers who were interested in carrying out the redevelopment of the said property.

xiii. The said Society received offers from 2 (two) Developers and after conducting the necessary due diligence and after scrutinizing the offers, the Society finalized and selected the offer received from M/s. Shree Sai Realtors and decided to carry out the redevelopment of the said property through M/s. Shree Sai Realtors under Regulation 33(11) of the DCPR, 2034.

xiv. The Society passed a resolution in its Special General Body Meeting dated 20th March 2022 in the presence of the officer from the office of the Dy. Registrar of Co-operative Societies unanimously appointing M/s. Shree Sai Realtors as the Developers to carry out the redevelopment of the said property.

xv. Pursuant to the aforesaid resolution, the Society issued a Letter of Appointment dated 1st March 2022 **('LOA')** in favour of M/s. Shree Sai Realtors confirming their appointment as the Developers to carry out the redevelopment of the said property.

xvi. Thereafter a registered Development Agreement dated 3rd September, 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial no. KRL5-18685-2022 dated 20th September, 2022, was executed between the said Society, *(being the Society therein also referred to of the First Part)*, the 39 members of the said Society *(being the Members therein also referred to of the Second Part)* and the M/s. Shree Sai Realtors *(being the Developers therein referred to of the Third Part)*, (hereinafter referred to as **'Development Agreement'**) the said Society with the confirmation of its Members entrusted the development rights in respect of the said property to M/s. Shree Sai Realtors for the consideration and upon the terms and conditions more particularly recorded therein.

xvii. Simultaneously with the aforesaid Development Agreement, the said Society has also executed a Power of Attorney dated 3rd September, 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial No. KRL5-18685 of 2022 dated 20th September, 2022, in favour of the Partners of M/s. Shree Sai Realtors (hereinafter referred to as **'POA'**) inter alia authorizing and permitting them to do all and/or the various acts, deeds, matters and things as provided there under in respect of the of said property.

xviii. After the execution and registration of the Development Agreement and POA, vide a registered Supplemental Agreement dated 1st July, 2023, duly registered with the sub-registrar of assurances at Kurla-1 under serial No. KRL-1-13136 of 2023 dated 1st July, 2023, parties have by mutual consent modified certain terms and conditions of the Development Agreement **('Supplemental Agreement')**.

xix. Vide Public Notices dated 5th July, 2023 published in two newspapers viz: Free Press Journal (in English), its Marathi translation in Navshakti and Gujarati Translation In Divya Bhaskar, we invited adverse claims/objections from the Public against the title of the said Society to the said First Property and the entitlement of M/s. Shree Sai Realtors to carry out the redevelopment of the said First property. We have not received any adverse claims/objections from the public in response to our Public Notices.

FLOW OF THE TITLE OF THE SAID SECOND PROPERTY

i. By a registered Conveyance dated 9th October, 1970 duly registered with the sub-registrar of Bombay under Serial no. 4625 of 1970 on 9th October 1970 executed between Varialsingh Lalasingh, Harusingh Lalasingh, Jawaharsingh Lilasingh, Ramsingh Lilasingh and Idansingh Sitalsingh being the Vendors therein referred to of the One Part and M/s. D.K.Patel & Co being the Purchasers therein referred to of the Other Part, the said Varialsingh Lalasingh, Harusingh Lalasingh, Jawaharsingh Lilasingh, Ramsingh Lilasingh and Idansingh Sitalsingh conveyed to M/s. D.K.Patel & Co their respective undivided, share, right, title and interest in all that piece and parcel of land or ground bearing Plot No. 20 of Town Planning Scheme No. III, Ghatkopar and Plot No. 21 of the said Town Planning Scheme No. III for the consideration and upon the terms and conditions therein contained.

ii. Thereafter, by a registered Indenture dated 21st November 1973 executed between Danabhai Khimji Patel, Kanji Danabhai Patel and Bhogilal Danabhai Patel, the Partners of M/s. D.K. Patel & Co. being the Transferors therein referred to of the One Part and Kailash Kiran No. 2 Co-op. Housing Society Ltd (hereinafter referred to as **'said Society'**) being the Transferees therein referred to of the Other Part, Danabhai Khimji Patel, Kanji Danabhai Patel and Bhogilal Danabhai Patel, the Partners of M/s. D.K. Patel & Co. sold transferred and conveyed the property being all that piece and

parcel of land or ground bearing Plot no. 20 of Town Planning Scheme No. III, Ghatkopar admeasuring 1475 sq.meters equivalent to 1782 sq. yards, **('said Land')** alongwith a building 'Kailash Kiran No. 2' **('said Building')** standing thereon as more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions therein contained.

iii. The said Society being desirous of raising funds for the better maintenance and improvement in the facilities and amenities, passed a resolution in its Annual General Meeting dated 25th July 1998 and decided to sell development rights to construct two residential flats on a selected and identified eastern part of a terrace of the said building 'Kilash Kiran No. 2' by inviting tenders from interested persons authorizing the Managing Committee Members of the Society for the same.

iv. Pursuant to the aforesaid resolution, the Society invited tenders and out of the tenders received by the Society, the tender submitted by Smt. Madhukanta Babulal Shah was approved and accepted by the Society.

v. Thereafter, by a Development Agreement dated 16th November 1998, executed between the Society being the Vendor therein referred to of the First Part and the then 23 members of the Society being the Confirming Members therein referred to of the Second Part and Smt. Madhukanta Babulal Shah being the Purchaser therein referred to of the Third Part, the Society with the confirmation of its then members agreed to sell to Smt. Madhukanta Babulal Shah a right to develop an eastern part of the terrace out of the terrace above the third floor of the said building Kailash Kiran No. 2 by constructing two or more self-contained residential flats and to sell the said residential flats or to retain them for self-use for the consideration and upon the terms and conditions therein contained.

xx. The name of the said Society is mutated as the Owner in the relevant Property Card pertaining to the said land. However, there was some correction to be carried out in

the name of the Society on the said Property Card, which was carried out vide mutation entry dated 2nd May, 2023.

vi. The said building was in a dilapidated condition and was in need of heavy structural repairs, aesthetical uplift and preferably reconstruction which involved considerable expenditure. As the said society and its members were not conversant with the redevelopment procedure and also did not have the financial wherewithal for carrying out the redevelopment / construction of the New Building, the Society had in its Special General Body Meeting held on 2nd December 2021, unanimously resolved that the said building be demolished and new building/s be constructed on the said land by utilizing the entire benefit of FSI available in respect of the said land under the prevailing DCPR, 2034.

vii. The said Society after following the guidelines prescribed under section-79-A of the Maharashtra Co-operative Societies Act, 1960 invited offers from developers who were interested in carrying out the redevelopment of the said property.

viii. The Society received offers from 2 (Two) developers i.e. Damji Shamji Shah Group dated 29th November 2021 and M/s. Shree Sai Realtors dated 25th November 2021 read with revised offer dated 22nd February 2022 and after conducting the necessary due diligence and after scrutinizing the offers for redevelopment received, the said Society finalized and selected the offer received from M/s. Shree Sai Realtors and decided to carry out the redevelopment of the said property through M/s. Shree Sai Realtors under Regulation 33(11) of the DCPR,2034.

ix. The said Society accordingly passed a resolution in its Special General Body Meeting dated 20th March 2022 in the presence of the officer from the office of the Dy. Registrar of Co-operative Societies unanimously appointing M/s. Shree Sai Realtors as the Developers to carry out the redevelopment of the said property.

x. Pursuant to the aforesaid resolution, the Society issued a Letter of Appointment dated 7th March 2022 **('LOA')** in favour of M/s. Shree Sai Realtors confirming their appointment as the Developers to carry out the redevelopment of the said property and thereby recorded the broad commercial understanding which was arrived at between the Society and M/s. Shree Sai Realtors in respect of the redevelopment of the said property.

xi. Thereafter a registered Development Agreement dated 27th September 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial no. KRL-5/19073 of 2022 dated 27th September 2022, was executed between the said Society, (being the Society therein also referred to of the First Part), the 26 members of the said Society (being the Members therein also referred to of the Second Part) and M/s. Shree Sai Realtors (being the Developers therein referred to of the Third Part), (hereinafter referred to as **'Development Agreement'**) whereby the said Society with the confirmation of its Members entrusted the development rights in respect of the said property to M/s. Shree Sai Realtors for the consideration and upon the terms and conditions more particularly recorded therein.

xii. Simultaneously with the aforesaid Development Agreement, the said Society has also executed a Power of Attorney dated 27th September 2022, duly registered with the sub-registrar of assurances at Kurla-5 under serial No. KRL-5/19076/2022 dated 27th September 2022, in favour of the Partners of M/s. Shree Sai Realtors (hereinafter referred to as **'POA'**) inter alia authorizing and permitting them to do all and/or the various acts, deeds, matters and things as provided there under in respect of the of said property.

xiii. After the execution and registration of the Development Agreement and POA, vide a registered Supplemental Agreement dated 1st July, 2023, duly registered with the sub-registrar of assurances at Kurla-1 under serial No. KRL-1-13130 of 2023 dated 1st

July, 2023, parties have by mutual consent modified certain terms and conditions of the Development Agreement **('Supplemental Agreement')**.

xiv. Vide Public Notices dated 5th July, 2023 published in two newspapers viz: Free Press Journal (in English), its Marathi translation in Navshakti and Gujarati Translation In Divya Bhaskar, we invited adverse claims/objections from the Public against the title of the Society to the said Second Property and the entitlement of M/s. Shree Sai Realtors to carry out the redevelopment of the said Second property. We have not received any adverse claims/objections from the public in response to our Public Notices.

ENTITLEMENT OF M/S. SHREE SAI REALTORS TO REDEVELOP THE AMALAGAMATED PROPERTIES

i. The properties of Shankar Chhaya CHSL and Kailash Kiran No. 2 CHSL are adjoining each other. M/s. Shree Sai Realtors are the common Developers appointed by the Shankar Chhaya CHSL and the Kailash Kiran CHSL. M/s. Shree Sai Realtors were authorized under the respective Development Agreements to amalgamate the properties of Shankar Chhaya CHSL and Kailash Kiran No. 2 CHSL and redevelop the amalgamated property as a common lay-out under Regulation 33(11) of the DCPR, 2034.

ii. Accordingly, the M/s. Shree Sai Realtors have amalgamated the properties of Shankar Chhaya CHSL and Kailash Kiran No. 2 CHSL (hereinafter referred to as **'said Amalgamated Property'**) and are redeveloping the amalgamated property as a common layout under regulation 33(11) of the DCPR, 2034. M/s. Shree Sai Realtors have not applied for formally amalgamating the properties of Shankar Chhaya CHSL and Kailash Kiran No. 2 CHSL before the concerned revenue authorities and the Promoters shall do so if the SRA or any other concerned authority may call upon M/s. Shree Sai Realtors to do so.

xv. Based on the aforesaid, M/s. Shree Sai Realtors alone are having the sole and exclusive rights to redevelop the said Amalgamated Property and to sell residential flats/shop in the proposed new building/s (save and except the premises reserved for the Members of Shankar Chhaya Society and Kailash Kiran Society) being constructed on the said Amalgamated property and to enter into agreement/s with the purchaser/s of the residential flats/shop and to receive the sale price in respect thereof;