

Kadam & Company

Advocates

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To
The MahaRERA
Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra-Kurla Complex,
Bandra (East),
Mumbai 400 51.

LEGAL TITLE REPORT

Subject: Title Clearance Certificate with respect to all that piece and parcel of land bearing:

- (i) Survey No. 263, corresponding CTS No. 6A (Pt) admeasuring 23,122.00 Sq. Mtrs. of Village: Malvani, Taluka: Borivali, District: Mumbai Suburban (briefly "**the First Plot**"); and
- (ii) Survey No. 263, corresponding CTS No. 6A (Pt) admeasuring 903.00 Sq. Mtrs. of Village: Malvani, Taluka: Borivali, District: Mumbai Suburban (briefly "**the Second Plot**"), both situated at Bhoomi Park Road, Opp. Billabong International School, Malad (West), Mumbai 400 095 (hereinafter collectively referred to as "**the said Plot**").

Project: Dotom Isle

Building: "Sapphire" of the Project Dotom Isle

We have investigated the title of the said Plot on the request of the Promoter **M/S DOTOM REALESTATE** and the following documents i.e.:

1. **Description of the property:**

- (i) **ALL THAT** piece and parcel of land bearing Survey No. 263, corresponding CTS No. 6A (Pt) admeasuring 23,122.00 Sq. Mtrs. of Village: Malvani, Taluka: Borivali, District: Mumbai Suburban (briefly "**the First Plot**"); and
- (ii) Survey No. 263, corresponding CTS No. 6A (Pt) admeasuring 903.00 Sq. Mtrs. of Village: Malvani, Taluka: Borivali, District: Mumbai Suburban (briefly "**the Second Plot**"); both situated at Bhoomi Park Road, Opp. Billabong International School, Malad (West), Mumbai 400 095.

2. **The documents of allotment of the said Plot:**

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- (a) Government of Maharashtra Notification dated 23rd August, 2000 and 7th September, 2000 under Section 4 of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971.
- (b) Development Agreement dated 7th September, 1999 executed between Shakti SRA Co-op. Hsg. Soc. Ltd. (Proposed) and Shakti Property Developers Pvt. Ltd.
- (c) Power of Attorney dated 9th September, 1999 executed by Shakti SRA Co-op. Hsg. Soc. Ltd. (Proposed) in favour of Shakti Property Developers Pvt. Ltd.
- (d) Registration Certificate of Shakti SRA Co-op. Hsg. Soc. Ltd.
- (e) Letter of Intent bearing No. SRA/ENG/425/PN/GL/LOI dated 18th May, 2001.
- (f) Revised Letter of Intent bearing No. SRA/ENG/425/PN/STGL/LOI (REV) dated 18th June, 2012.
- (g) Revised Letter of Intent bearing No. SRA/ENG/425/PN/STGL/LOI (REV) dated 5th June, 2017.
- (h) Joint Development Agreement dated 22nd March 2010 between Shakti Property Developers Pvt. Ltd. and Kamala Mills Ltd.
- (i) Supplementary Agreement dated 11th March 2015 between Shakti Property Developers Pvt. Ltd. and Kamala Mills Ltd.
- (j) Development Agreement dated 27th August, 2019 executed between Kandivali Bharatratna Dr. Babasaheb Ambedkar SRA Co-Operative Housing Society (Proposed) and Shakti Property Developers Pvt. Ltd.
- (k) Power of Attorney 27th August, 2019 executed by Kandivali Bharatratna Dr. Babasaheb Ambedkar SRA Co-Operative Housing Society (Proposed) in favour of Shakti Property Developers Pvt. Ltd.
- (l) Deed of Cancellation dated 19th August, 2020 between Shakti Property Developers Pvt. Ltd. and Kamala Mills Ltd.
- (m) Deed of Cancellation dated 26th March, 2021 between Shakti Property Developers Pvt. Ltd. and West Central Realtors LLP of the Term Sheet dated 25th October, 2020.
- (n) Joint Development Agreement dated 7th September, 2021 between Shakti Property Developers Pvt. Ltd. and M/s Dotom Realestate.
- (o) Power of Attorney dated 7th September, 2021 from Shakti Property Developers Pvt. Ltd. to M/s Dotom Realestate and its partners.

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- (p) Letter of Intent bearing No. SRA/ENG/425/PN/STGL/LOI dated 1st November, 2021.
- (q) Revised Letter of Intent bearing No. SRA/ENG/425/PN/STGL/LOI dated 6th April, 2023.
3. Latest Property Register Card issued by the office of the City Survey & Land Records, Mumbai City.
4. Search Report for 39 years from the year 1985 to 2023.
2. On perusal of the abovementioned documents and all other relevant documents relating to the title of the said Plot we are of the opinion that the title of the Promoter **M/S DOTOM REALESTATE** is clear, marketable and without any encumbrances.
1. Owner of the said Plot : State of Maharashtra – Survey No. 263, CTS No. 6A (Pt)
2. Promoter : M/s Dotom Real Estate
3. Co-Promoter : Shakti Property Developers Pvt. Ltd.
4. Qualifying comments/remarks, if any : As mentioned in Annexure
3. The report reflecting the flow of title of the owner and promoter on the said Plot is enclosed herewith as annexure.

Encl.: Annexure

Date: 27th April, 2023


KADAM & COMPANY
Advocates


ANNEXURE

Report reflecting the flow of the title of the Owner and the Promoter

1. For the purpose of this Report, we have relied on:

- (a) Copies of documents of allotment of the said Plot;
- (b) Search Reports dated 10th May, 2021, 28th October, 2021 and 26th April, 2023;
- (c) Property Register Card; and
- (d) Information provided by the Promoter.

2. Flow of Title as reflected in the documents of allotment of the said Plot, Search Report and entries in the Property Register Card:

- (a) As per the entries in the Property Register Card, the State of Maharashtra is the owner of the said Plot.
- (b) Vide Notifications dated 23rd August, 2000 and dated 7th September, 2000 the State of Maharashtra declared the First Plot and the Second Plot, respectively, as slum under Section 4 of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971. Being slums, the First Plot and the Second Plot qualify for implementation of Slum Rehabilitation Scheme (briefly "**the SR Scheme**") under Regulation No. 33(10) r/w Appendix-IV of the Development Control Regulations for Greater Mumbai, 1991 (now repealed) and as replaced by Regulation No. 33(10) of the Development Control & Promotion Regulations for Greater Mumbai, 2034 (briefly "**the DCR 33(10)**").
- (c) There were 1073 hutments on the First Plot. Dwellers of the said hutments have formed themselves into a co-operative housing society known as the "**SHAKTI SRA CO-OPERATIVE HOUSING SOCIETY LIMITED**" bearing Registration No. MUM (SRA)/HSG. (TC)/10589-Year 2001 (briefly "**the said Shakti Society**").

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- (d) Vide a Development Agreement dated 7th September, 1999 between the said Shakti Society (then proposed) and Shakti Property Developers Pvt. Ltd. (briefly "**the said Shakti Developers**"); the said Shakti Society entrusted to the said Shakti Developers the development rights of the First Plot for implementing SR Scheme thereon under the DCR 33(10) (as it was then in force).
- (e) In furtherance to the above Development Agreement the said Shakti Society (then proposed) executed in favour of the said Shakti Developers a Power of Attorney dated 9th September, 1999 for implementing SR Scheme on the First Plot.
- (f) The Slum Rehabilitation Authority (briefly "**the SRA**") issued Letter of Intent bearing No. SRA/ENG/425/PN/GL/LOI dated 18th May, 2001, as revised vide No. SRA/ENG/425/PN/STGL/LOI (REV) dated 18th June, 2012 and vide No. SRA/ENG/425/PN/STGL/LOI (REV) dated 5th June, 2017 (collectively "**the said LOI**") in favour of the said Shakti Developers and the said Shakti Society, thereby approving implementation of SR Scheme on the First Plot.
- (g) By and under a Joint Development Agreement dated 22nd March 2010 executed between the said Shakti Developers and Kamala Mills Ltd. (briefly "**Kamala**"), which was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BDR-16-9305 of 2010; and a Supplementary Agreement dated 11th March 2015 executed between the same aforesaid parties, which was registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BRL-9-1422-2015 the said Shakti Developers and Kamala had agreed to jointly implement the SR Scheme of the First Plot on the terms and conditions agreed between them.
- (h) Pursuant to the above agreements the said Shakti Developers and Kamala partly completed the SR Scheme of the First Plot to the following extent:



- (i) they completed construction of 06 out of 07 Rehab Buildings i.e. Building Nos. 1 to 4, 6 & 7 (briefly **"the Completed Rehab Wings"**) with the Occupation Certificates and permanently rehabilitated 805 out of total 916 eligible slum dwellers in the Completed Rehab Wing. Hence, permanent rehabilitation of the 111 eligible slum dwellers is pending.
- (ii) they completed construction of Sale Tower No. 1 having 04 Wings i.e. Wing Nos. N, O and P having Ground + 07 upper floors and Wing No. Q having Ground + 22 upper floors (briefly **"the Completed Sale Tower"**) with the Occupation Certificate.
- (iii) they completed RCC work up to the 10th floor slab of the R and S Wing in the Sale Tower-2 having Basement + 01 Ground + 01 Podium + 20 upper floors, keeping the remaining work incomplete (briefly **"the Under Construction Sale Tower"**).
- (i) By and under a Deed of Cancellation dated 19th August, 2020 executed between the said Shakti Developers and Kamala, which has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BRL5-5256/2020, the said Shakti Developers and Kamala mutually cancelled the said Joint Development Agreement dated 22nd March, 2010 and the said Supplementary Agreement dated 11th March, 2015. In pursuance thereto Kamala handed over the possession of the said Plot together with the construction till then made of the Under Construction Sale Tower back to the said Shakti Developers with the exclusive right to the said Shakti Developers carry out the remaining development thereof.
- (j) It appears from the records that by executing a Term Sheet dated 25th October, 2020, the said Shakti Developers had appointed one West Central Realtors LLP as Development Manager to look after construction of the Under Construction Sale Tower. However, the said arrangement



didn't materialize; and the said Shakti Developers and the said West Central Realtors LLP mutually cancelled the said Term Sheet vide a Deed of Cancellation dated 26th March, 2021. As per admission made in the said Deed of Cancellation neither the said Shakti Developers nor the said West Central Realtors LLP have any claims whatsoever, monetary or otherwise against each other.

- (k) There are 48 hutments on the Second Plot. Dwellers of the said hutments on the Second Plot have formed among themselves a co-operative housing society by name **"KANDIVALI BHARATRATNA DR. BABASAHEB AMBEDKAR SRA CO-OPERATIVE HOUSING SOCIETY (PROPOSED)"** (hereinafter referred to as **"the said Ambedkar Society"**).
- (l) Vide a Development Agreement dated 27th August, 2019 between the said Ambedkar Society and the said Shakti Developers; the said Ambedkar Society has entrusted to the said Shakti Developers the development rights of the Second Plot for implementing SR Scheme thereon under the DCR 33(10).
- (m) In furtherance to the above Development Agreement, the said Ambedkar Society has executed in favour of the said Shakti Developers a Power of Attorney dated 27th August, 2019 for implementing SR Scheme on the Second Plot.
- (n) By and under a Joint Development Agreement dated 7th September, 2021 executed between the said Shakti Developers and the Promoter, which has been registered with the Office of the Sub-Registrar of Assurances at Mumbai under No. BDR-9/11332/2021 (briefly **"the said JDA"**) the said Shakti Developers and the Promoter have agreed to jointly carry out and implement (i) the Balance Development Work and (ii) the Additional Development Work, as defined and described in the said JDA on the terms and conditions as recorded therein. Additional Development Work as defined and described in the said JDA comprises of carrying out



development of the Second Plot by amalgamating SR Scheme of the Second Plot with the SR Scheme of the First Plot by partially converting the SR Scheme under Regulation No. 33(10) of the Development Control & Promotion Regulations for Greater Mumbai, 2034, construction of rehab and sale component buildings and construction and/or development of common areas, amenities and facilities as per the conditions laid down by the SRA (briefly "**the Additional Development Work**").

- (o) In furtherance to the said JDA the said Shakti Developer has executed in the Promoter's favour a Specific Power of Attorney dated 7th September, 2021 which has been also with the Office of the Sub-Registrar of Assurances at Mumbai under No. BDR-9/11334/2021 (briefly "**the said POA**"). By the said POA the said Shakti Developers has empowered and authorized the Promoter to represent the said Shakti Developers before the SRA, State of Maharashtra and other concerned statutory authorities and to perform all the necessary acts for carrying out and completing the joint development work in accordance with the terms of the said JDA.
- (p) The said JDA and the said POA are both valid, subsisting and binding between the said Shakti Developers and the Promoter.
- (q) Vide Letter of Intent bearing No. SRA/ENG/425/PN/STGL/LOI dated 1st November, 2021 in favour of Promoter; as revised vide Revised Letter of Intent bearing No. SRA/ENG/425/PN/STGL/LOI dated 6th April, 2023, SRA has approved SR Scheme of the First Plot and the Second Plot under Regulation No. 33(10) of the Development Control & Promotion Regulations for Greater Mumbai, 2034. In pursuance thereof, the Promoter will be undertaking construction of T Wing being a sale tower comprised in the Additional Development Work in accordance with the plans that will be approved by the SRA.
- (r) The Promoter has named the project of completing construction of S Wing in the Under Construction Sale Tower as "Coral" (being a part of the

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Balance and Additional Development Work) and construction of sale component building(s)/wing(s) i.e. T Wing that will be constructed as a part of the Additional Development Work is named as **"Sapphire- Dotom Isle"**.

- (s) In the manner set out above development rights have flown up to the Promoter; and the Promoter is entitled to complete construction of the T Wing named as **"Sapphire- Dotom Isle"** on the Plot.

4. Encumbrances:

As per the disclosure made by the Promoter there are no encumbrances on the Plot.

5. Any other relevant title:

NIL

6. Litigations:

As per the disclosure made by the Promoter there are no litigations affecting the Plot and/or the ongoing development thereof.


KADAM & COMPANY
Advocates





महाराष्ट्र शासन

प्राधिकृत प्रकाशन

गणबाद, सप्टेंबर ७, २०००/भात्र १६, शके १९२२

[स्मार्क ३६]

स्वतंत्र संकलन मजून फाईल करण्यासाठी प्रत्येक विभागाच्या पुरवणीला वेगळे पृष्ठ क्रमांक दिणे आवश्यक आहे.

भाग एक-कोकण विभागीय पुरवणी

अनुक्रमभण्डिका

[illegible]

922-7426

१७५५ ई. में, जहाँ-जहाँ ब्रह्म-संघ-प्रतिष्ठानों का स्थापन हुआ, वहाँ-वहाँ ब्रह्म-संघ-प्रतिष्ठानों का स्थापन हुआ।

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अग सीन-कौकष विमणीय परवणी

अग सीन्-काकष विमणीय परवर्णी

टीप.—प्रत्येक अधिपूषणें त्या आपी ग्रहोन्मील कोषायात ते ठळक आकडे कोषायेत आहेत ते ह्या तात्साहिक रूपवात कोषायेत्या अधिपूषणांचे अनुक्रमीक आहेत.

शासकीय अधिसूचना, नेमणुका इत्यादी

अधिसूचना

BY THE DEPUTY COLLECTOR (ENC) AND
COMPETENT AUTHORITY, BORIVALI

SCHEDULE OF AREA

Slum.—Sardar Bhayya Chawl and Keni Chawl, Village Malad (South).—

C.T.S. No. (1)	Area (2)	Sq. mtrs.
338		369.6
339		553.0
339/1 to 3		30.6
340		691.3
340/1 to 3		30.6
341		538.6
341/1 to 4		65.5
342		104.0
343		487.7
343/1 to 4		66.7
Total		2937.6

R. B. LAD,
Deputy Collector (Enc.) and
Competent Authority, Borivali

Gorczon, dated 8th August 2000.

‘अनन्तर (अंश १७) — १८९९

(22.6)

BY THE DEPUTY COLLECTOR (ENC) AND
COMPETENT AUTHORITY, BORIVALI

No. SAA/Borivali/Shakti/SRA/Go-op. Hsg. Society/2000.—Whereas the Deputy Collector (ENC) of Borivali Sub-Division has been appointed as Competent Authority, under section 3 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, in respect of all lands or classes of lands other than the lands belonging to the Government, Municipal Corporation, or Maharashtra Housing Board of Greater Bombay;

And whereas on the basis of the information about the slum areas available, the Competent Authority is satisfied that the areas specified in the Schedule hereto (hereinafter referred to as the said areas) are source of danger to the health, safety or convenience of the public of that area and of its neighbourhood by reason of it being overcrowded and lacking in basic amenities, it has been rendered insanitary, squalid, and otherwise.

Now, therefore in exercise of the powers conferred on me under section 4 (i) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, I, Deputy Collector (ENC) and Competent Authority of Borivali Sub-Division declare the said areas to be the Slum Areas.

Schedule of Areas

Local name of the area and Village.—Shakti S.R.A., Co-op. Housing Society Ltd., (Proposed) Village Malvani.

C.T.S. No. (1)	Area (2)
6A Pt. (Survey No. 260Pt.)	Sq. mtr. 23122.0
Total	23122.0
NORTH SIDE—C.T.S. No. 6A Pt. (Survey No. 263 Pt.)	
SOUTH SIDE—C.T.S. No. 6A Pt. (Survey No. 263 Pt.)	
EAST SIDE—C.T.S. No. 6A Pt. (Survey No. 263 Pt.)	
WEST SIDE—C.T.S. No. 6A Pt. (Survey No. 263 Pt.)	

R. B. LAD,

Deputy Collector (ENC) and
Competent Authority Borivali.

Office of the
Deputy Collector (ENC) and
Competent Authority Borivali,
M.H.B. Bldg. No. 38, 1st Floor,
Siddharth Nagar, S. V Road,
Goregaon (W.), Mumbai 400 062,
dated 23rd August 2000.

BY THE DEPUTY COLLECTOR (ENC) AND
COMPETENT AUTHORITY, BORIVALI

No. SAA/Borivali/95.—Whereas the slum area known as Kawade Chawl, (Sant Bhanu Chawl), Dahisar (East), situated at village Dahisar, C.T.S. No. 1055 Pt. 106/1 to 4, 1066 Pt., 1068 comprising of an area admeasuring 1075.3 sq. meters, has been notified as slum area by the Competent Authority of Borivali Sub-Division vide notification No. SAA/Borivali/95, dated 12th July 1995 under section 4(i) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and published in the *Maharashtra Government Gazette*, Part-I, Bombay Division, dated 5th September 1996 at page No. 594.

Now whereas the abovesaid notification issued by the Competent Authority, declaring the abovesaid area as slum area, has become absolute I, Shri R. B. Lad, Deputy Collector (Enc.) and Competent Authority, Borivali hereby direct under section 4(i) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 that no person shall erect any building in the above mentioned slum area except with previous permission in writing from the Competent Authority.

R. B. LAD,

Deputy Collector (Enc.) and
Competent Authority, Borivali.

Place : Goregaon.

Date : 23rd August 2000.

BY THE DEPUTY COLLECTOR (ENC) AND
COMPETENT AUTHORITY, KURLA-II

No. ENC/DCK-II/108.—Whereas, the slum area known as Dhanji Devji Chawl, Ghaikepur, Kurla Village situated at C.T.S. No. 2271, 2272, 2273 Village Kurla comprising of an area admeasuring 799.00 Sq. meters has been notified as a slum area by the Competent Authority of Kurla-II, MUMBAI, Sub-Division vide notification No. ENC/DCK-II/108 dated 26th June 2000 under section 4 (i) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and published in the *Maharashtra Government Gazette*, Part-I, Bombay Division, dated 6th July 2000 at page No. 108.

Now, whereas the abovesaid notification issued by the Competent Authority declaring the abovesaid area as slum area, has become absolute, I, Shri D. S. Patil, Deputy Collector (Enc.) and Competent Authority Kurla-II hereby direct under section 8 (i) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 that no person shall erect any building in the abovesaid slum area except with previous permission in writing from the Competent Authority.

D. S. PATIL,

Deputy Collector (Enc.) and
Competent Authority Kurla-II.

Office of the
Deputy Collector Enroachment Kurla,
Tairwala College Bldg.,
Second Floor, Malund (West),
Bombay 400 180.
Mumbai, dated 10th August 2000.