



FORMAT – A
(Circular No.28/2021)

Date: 28/03/2023

To
MahaRERA
Housefin Bhavan,
Near Reserve Bank of India, "E" Block,
Bandra Kuria Complex, Bandra (East),
Mumbai - 400 051

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to all that piece and parcel of Plot of Land or ground bearing Survey No. 296, Hissa No.1/2, 2, 3, 5, 6, 7 and 8 bearing C.T.S. No. 396, 396/1 to 66, 397, 397/1 to 13 admeasuring 5,394.8 Sq. Mtrs. or thereabout situate being and lying in Revenue Village Malad (East), Taluka - Borivali, District - Mumbai Suburban situate at Khot Kua road, Off Western Express Highway, Malad (East), Mumbai 400 097 within Municipal Limit of Greater Mumbai P/North Ward (Hereinafter referred to as "**the said Property**").

1. On request of M/S. SIGMA HAPPY HOMES LLP, a Limited Liability Partnership firm registered under the LLP Act, 2008, having its registered office at A-102, Sigma Emerald, Old Anand Nagar, Gurunarayan Marg, Santacruz East, Mumbai- 400055 (Hereinafter referred to as "**the Developers**"), we have investigated their title to redevelop the captioned property.



- 1) **Description of the Property :** ALL that piece and parcel of Plot of Land or ground bearing Survey No. 296, Hissa No.1/2, 2, 3, 5, 6, 7 and 8 bearing C.T.S. No. 396, 396/1 to 66, 397, 397/1 to 13 admeasuring 5,394.8 Sq. Mtrs. or thereabout situate being and lying in Revenue Village Malad (East), Taluka - Borivali, District - Mumbai Suburban situate at Khot Kua road, Off Western Express Highway, Malad (East), Mumbai 400 097 within Municipal Limit of Greater Mumbai P/North Ward.
- 2) The documents of allotment of the property (As per **Annexure "A"** attached)
- 3) Property Card of property bearing C.T.S. No. 396, 396/1 to 66, 397, 397/1 to 13 of Village Malad (East), Taluka - Borivali, District - Mumbai Suburban with mutation entry details as attached (As per **Annexure "B"** attached)
- 4) Public notice in three newspapers namely The Times of India and Free Press Journal in English and Navshakti in Marathi on 17/01/2022.
- 5) Search Report for 51 years carried out by search clerk Shri S. D. JADHAV, as per his Search Report dated 28/01/2022.

2. On perusal of the above-mentioned documents relating to the said property we are of the opinion that the title of M/S. SIGMA HAPPY HOMES LLP to re-develop the said property is clear and marketable

- (1) **Owners of the land :** M/S. VIMAL DEVELOPERS, a partnership firm duly registered under the provisions of Indian Partnership



Act, 1932 and having its office at C-001, Shree Vijay C-D Wing,
Opp. Punjabi Galli, Borivali (West), Mumbai - 400 092
(Hereinafter referred to as "**the Owners**") being owners of
Property being all that piece and parcel of Plot of Land or ground
bearing Survey No. 296, Hissa No.1/2, 2, 3, 5, 6, 7 and 8 bearing
C.T.S. No. 396, 396/1 to 66, 397, 397/1 to 13 admeasuring
5,394.8 Sq. Mtrs. or thereabout situate being and lying in
Revenue Village Malad (East), Taluka - Borivali, District - Mumbai
Suburban situate at Khot Kua road, Off Western Express Highway,
Malad (East), Mumbai 400 097 within Municipal Limit of Greater
Mumbai P/North Ward (Hereinafter referred to as "**the said
Property**").

- (2) Qualifying comments/remarks (As per **Annexure "C"** attached)
- (3) The report reflecting the flow of the title of M/S. SIGMA HAPPY
HOMES LLP to redevelop the said property is enclosed herewith
as **Annexure "D"**

Encl: Annexures A to D

Jm
Advocate

Date: 28/03/2023



Annexure A: Title Documents of the property

1. Indenture of Conveyance dated 16/11/2006 duly registered with Sub-Registrar of Assurance under Sr. No. BDR-11/8553 of 2006 executed by and between (1) Dhawal Ranjit Thakkar alias Tambakuwala and Thirteen Others, therein referred to as "the Vendors" and M/s. Vimal Developers therein referred to as "the Purchasers";
2. Deed of Rectification dated 21/02/2007 registered with Sub-Registrar of Assurance under Sr. No. BDR-12-01308-2007 executed by and between the said Dhawal Ranjit Thakkar alias Tambakuwala and others, therein referred to as "the Vendors" and M/s. Vimal Developers, therein referred to as "the Purchasers";
3. Agreement for Development dated 15/10/2013, duly registered with Sub-Registrar of Assurance, Borivali-7, on 26/11/2013 under Sr. No. BRL-7/9367/2013 executed by and between M/s. Vimal Developers, therein referred to as "the owner" and M/s. Shah Housecon Pvt. Ltd., therein referred to as "the Developers".
4. Letter of Intent from S.R.A. bearing No. SRA/ENG/2534/PN/PL/LOI dated 24/04/2015 for rehab Building No.1.
5. I.O.A. bearing No. SRA/ENG/3255/PN/PL/AP dated 24/09/2015
6. Permission from the Municipal Corporation of Greater Mumbai (Tree Authority) for removal of Trees as per their Letter dated 19/07/2016 bearing No. DYSG/ZIV/366/P.
7. The amended plans duly approved by SRA as per their Letter dated 26/10/2017.
8. N.O.C. from Deputy Chief Fire Officer Mumbai Fire Brigade dated 12/09/2018 bearing No. FB/HRC/RIV/13.
9. Commencement Certificate dated 10/06/2016 bearing No. SRA/ENG/3255/PN/PL/AP.
10. Consent Terms dated 08/10/2019 before the Hon'ble Arbitral Tribunal of Hon'ble Mr. Justice (Retired.) S.J. Vazifdar.
11. Consent Terms dated 24/09/2022 before the Hon'ble Sole Arbitrator



Shri. Naresh B. Shah, Chartered Accountant.

12. Consent Award dated 24/09/2022 passed by the Hon'ble Sole Arbitrator Shri. Naresh B. Shah, Chartered Accountant in terms of the Consent Terms Dt.24/09/2022.
13. Deed of Assignment of Development Rights Dt.18/10/2022, duly registered with Sub-Registrar of Assurance, Borivali Taluka on 18/10/2022 under Sr. No. BRL-9-16087-2022 executed by and between M/s. Shah Housecon Pvt. Ltd. therein referred to as "the Assignor" and M/s. Vimal Developers, therein referred to as "the Owner/Confirming Party" and the M/S. SIGMA HAPPY HOMES LLP, therein referred to as "the Assignee"
14. Power of Attorney duly registered with the office of Sub-Registrar of Assurances at Borivali Taluka on 18/10/2022 under Serial No. BRL-9-16088-2022, executed in favour of the partners of M/S. SIGMA HAPPY HOMES LLP.
15. Property Card of property bearing C.T.S. No. 396, 396/1 to 66, 397, 397/1 to 13 of Village - Malad (East), Taluka - Borivali, District - Mumbai Suburban.
16. Public notice in three newspapers namely The Times of India and Free Press Journal in English and Navshakti in Marathi on 17/01/2022.
17. Search Report for 51 years carried out by search clerk Shri S D Jadhav, as per his Search Report dated 28/01/2022.

Advocate

(Stamp)

Date: 28/03/2023



Annexure B: Property Card – Mutation Entry Details

CTS No	Mutation Entry No	Mutation Entry Date	Name
396	Pherphar No.110	13/09/2007	M/s. Vimal Developers
396/1 to 66,	Pherphar No.110	13/09/2007	M/s. Vimal Developers
397	Pherphar No.110	13/09/2007	M/s. Vimal Developers
397/1 to 13	Pherphar No.110	13/09/2007	M/s. Vimal Developers

Advocate

(Stamp)



Date: 28/03/2023

Annexure C : Qualifying comments/remarks :

(A) It appears that, prior to 1898 one Janu alias Javnes Lillinabai Pavhi was well and sufficiently entitle to 2 pieces and/or parcels of Plot of Land in Village - Malad, Taluka Borivali, District - Thane which was as un-surveyed Khoti Village at that material time.

(B) It appears that, by an Conveyance dated 08/06/1898 executed by and between Janu alias Javnes Lillinabai Pavhi therein referred to as "the Vendor" and Shri Lalji Ramji Thakkar therein referred to as "the Purchaser"; the Purchaser therein agreed to purchased and acquired from the Vendor therein the said 2 pieces and/or parcels of Plot of Land in Village - Malad, Taluka Borivali, District - Thane which was as un-surveyed Khoti Village at that material time and put the said Lalji Ramji Thakkar in possession of the aforesaid Land.

(C) It appears that, on the introduction of Revenue Records in the said Village Malad the said lands have been given Survey No. 296 Hissa No. 1/2 admeasuring 5,384.5 Sq. yds., Survey No. 296, Hissa No. 3, admeasuring 272.25 Sq. yds. Survey No. 296, Hissa No. 5 admeasuring 151.25 Sq. yds. Survey No. 296, Hissa No.6 admeasuring 302.5 Sq. yds. Survey No. 296, Hissa No. 7 admeasuring 242 Sq. yds. and Survey No. 296 Hissa No. 8 admeasuring 121 Sq. yds.

(D) It appears that, on the introduction of City Survey the aforesaid land have been given C.T.S. Nos. 396, 396/1 to 66, 397, 397/1 to 13 of Village - Malad (East), Taluka - Borivali, District - Mumbai Suburban.

(E) It appears that, in view of the aforesaid, Shri Lalji Ramji Thakkar became absolute owner of all that piece and parcel of Plot of Land or ground bearing Survey No. 296, Hissa No. 1/2, 2, 3, 5, 6, 7 and 8 bearing C.T.S. No. 396, 396/1 to 66, 397, 397/1 to 13 together admeasuring 5,394.8 Sq. Mtrs. or thereabout situate being and lying in



Revenue Village - Malad (East), Taluka - Borivali, District - Mumbai Suburban situate at Khot Kua road, Off Western Express Highway, Malad (East), Mumbai 400 097 within Municipal Limit of Greater Mumbai P/North Ward.

(F) It appears that, the said Shri Lalji Ramji Thakkar died intestate leaving behind him, his son Shri Morarji Lalji Thakkar as his only heir and legal representative of the deceased and accordingly the name of the said Shri Morarji Lalji Thakkar was mutated in the revenue records including 7/12 extract and in view thereof the said Shri Morarji Lalji Thakkar became absolute owner of the said Property.

(G) It appears that, the said Shri Morarji Lalji Thakkar died on 11/02/1983 intestate leaving behind him (1) Dhawal Ranjit Thakkar alias Tambakuwala (2) Smt. Poornima Yogesh Thakkar alias Tambakuwala (3) Smt. Ramaben Laxmidas Thakkar alias Tambakuwala (4) Shri Jayesh Laxmidas Thakkar alias Tambakuwala (5) Ajay Laxmidas Thakkar alias Tambakuwala (6) Nitin Laxmidas Thakkar alias Tambakuwala (7) Narottamdas Morarji Thakkar alias Tambakuwala (8) Deepak Narottamdas Thakkar alias Tambakuwala (9) Manoj Thakkar alias Tambakuwala (10) Smt. Jaywanti Devendra Nathwani alias Thakkar alias Tambakuwala (11) Rajiv Devendra Nathwani alias Thakkar alias Tambakuwala (12) Mahendra Morarji Thakkar alias Tambakuwala (13) Dhiren Mahendra Thakkar alias Tambakuwala (14) Ramesh Morarji Tambakuwala alias Thakkar (15) Kiran Ramesh Tambakuwala alias Thakkar as his only heirs and legal representatives of the deceased as per Hindu Law of Succession by which the said Morarji Lalji Thakkar was governed at the time of his death.

(H) It appears that, by an Indenture of Conveyance dated 16/11/2006 duly registered with Sub-Registrar of Assurance under Sr. No. BDR-11/8553 of 2006 executed by and between (1) Dhawal Ranjit Thakkar alias



Tambakuwala (2) Smt. Poornima Yogesh Thakkar alias Tambakuwala (3) Smt. Ramaben Laxmidas Thakkar alias Tambakuwala (4) Shri Jayesh Laxmidas Thakkar alias Tambakuwala (5) Ajay Laxmidas Thakkar alias Tambakuwala (6) Nitin Laxmidas Thakkar alias Tambakuwala (7) Narottamdas Morarji Thakkar alias Tambakuwala (8) Deepak Narottamdas Thakkar alias Tambakuwala (9) Manoj Thakkar alias Tambakuwala (10) Smt. Jaywanti Devendra Nathwani alias Thakkar alias Tambakuwala (11) Rajiv Devendra Nathwani alias Thakkar alias Tambakuwala (12) Mahendra Morarji Thakkar alias Tambakuwala (13) Dhiren Mahendra Thakkar alias Tambakuwala (14) Ramesh Morarji Tambakuwala alias Thakkar (15) Kiran Ramesh Tambakuwala alias Thakkar, therein referred to as "the Vendors" and M/s. Vimal Developers therein referred to as "the Purchasers"; the Vendors therein sold, transferred and conveyed the said Property to the Purchasers therein; for the valid consideration and on the terms and conditions mentioned in the said Indenture of Conveyance dated 16/11/2006.

- (I) It appears that, however, after execution of the aforesaid Indenture of Conveyance dated 16/11/2006 it was noticed by the said M/s. Vimal Developers that by inadvertence the area of the said property was wrongly mentioned in the Indenture of Conveyance as 5,376.2 Sq. Mtrs. instead of its correct area 5,394.8 Sq. Mtrs. as per P.R. Cards.
- (J) It appears that, therefore by and under the Deed of Rectification dated 21/02/2007 registered with Sub-Registrar of Assurance under Sr. No. BDR-12-01308-2007 executed by and between the said Dhawal Ranjit Thakkar alias Tambakuwala and others, therein referred to as "the Vendors" and M/s. Vimal Developers, therein referred to as "the Purchasers"; the parties thereto rectified and corrected the area from 5,376.2 Sq. Mtrs to 5,394.8 Sq. Mtrs. as per P.R. Card; on terms and conditions as mentioned in the said Deed of Rectification Dated 21/02/2007 and in view thereof the said M/s. Vimal Developers became



absolute owner of the said Property.

- (K) It appears that, the said property had been declared and notified as a Slum as per the Maharashtra Government Gazette Notification No. SRA/Malad/36 dated 18/03/1978 published on 6th April, 1978 at Page No. 528, along with corrigendum dated 21/05/2008 published on 05/06/2008.
- (L) It appears that, the existing slum dwellers/occupants/tenants occupy on the said property had formed Co-operative Society in the name of Jai Hanuman (S.R.A.) Cooperative Housing Society Limited (then proposed and now registered under Maharashtra Co-operative Societies Act, 1960) (hereinafter referred to as said Society) in order to avail the benefits of the S.R. Scheme to be implemented on the said Property.
- (M) It appears that, under Agreement for Development dated 15/10/2013 executed by and between M/s. Vimal Developers, therein referred to as "the owner" and one M/s. Shah Housecon Pvt. Ltd., therein referred to as "the Developers"; the Owners therein granted development rights to the Developers therein with respect to the said Property; for the valid consideration and on the terms and conditions mentioned in the said Agreement for Development dated 15/10/2013. The said Agreement for Development dated 15/10/2013 is duly registered with Sub-Registrar of Assurance, Borivali-7, on 26/11/2013 under Sr. No. BRL-7/9367/2013.
- (N) It appears that, the said M/s. Vimal Developers in pursuance to the said Agreement for Development dated 15/10/2013 also executed a Power of Attorney dated 15/10/2013 in favor of Shri Ramji Harakhchand Shah and Mr. Mansukh Harakhchand Shah, Directors of M/s. Shah Housecon Pvt. Ltd., which is also duly registered with the Sub-Registrar of Assurance, Borivali- Taluka, Mumbai on 15/10/2013 under Sr. No. BRL-7/9367-2013.



(O) It appears that, in view of above the said M/s. Shah Housecon Pvt. Ltd. became well and sufficiently entitled to develop the said property.

(P) It appears that, there were in total 391 slum structures standing on the said property out of which 102 slum dwellers got eligibility for rehab residential and 13 slum dwellers got eligibility for rehab commercial and 1 slum dweller got eligibility for rehab Residential-cum-commercial (R.C.) and 275 slum dwellers were not eligible as on that date. As per the S.R. Scheme and as per L.O.I. dated 24/04/2015, the said M/s. Shah Housecon Pvt. Ltd. was further required to construct 6 Recreation Centers, 2 Balwadis, 2 Welfare Centers, 1 Society Office and 98 P.A.P. Flats as per Regulation 33 (10) of D.C.R. of 1991.

(Q) It appears that, the said M/s. Shah Housecon Pvt. Ltd. obtained consent and entered into Permanent Alternate Accommodation with over 80% of the eligible Slum Dwellers as per Regulation 33 (10) of D.C.R. of 1991. The said M/s. Shah Housecon Pvt. Ltd. had proposed to not construct Transit accommodation / camp on the site and hence agreed to pay rent to the slum dwellers at mutually agreed terms and conditions.

(R) It appears that, the said M/s. Shah Housecon Pvt. Ltd. obtained Letter of Intent from S.R.A. bearing No. SRA/ENG/2534/PN/PL/LOI dated 24/04/2015 for rehab Building No.1 as per the said L.O.I. the built-up area for sale and rehabilitation shall be as per following scheme parameters.

(S) It appears that, the said M/s. Shah Housecon Pvt. Ltd. got plans and specifications approved from S.R.A. and obtained I.O.A. bearing No. SRA/ENG/3255/PN/PL/AP dated 24/09/2015 and subsequently obtained Commencement Certificate dated 10/06/2016 bearing No. SRA/ENG/3255/PN/PL/AP.



(T) It appears that, the said M/s. Shah Housecon Pvt. Ltd. also procured permission from the Municipal Corporation of Greater Mumbai (Tree Authority) for removal of Trees as per Letter dated 19/07/2016 bearing No. DYSG/ZIV/366/P.

(U) It appears that, the said I.O.A. was amended on 26/10/2017 and the amended plans were duly approved subject to terms and conditions as per Letter bearing No. SRA/ENG/3255/PN/PL/AP Dt.26/10/2017 issued by the S.R.A.

(V) It appears that, the said M/s. Shah Housecon Pvt. Ltd. thereafter also obtained N.O.C. from Deputy Chief Fire Officer Mumbai Fire Brigade bearing No. FB/HRC/RIV/13 Dt.12/09/2018.

(W) It appears that, the said M/s. Shah Housecon Pvt. Ltd. had partially demolished the existing slum structures standing on the said property and commenced the construction of Rehab building upto 16th slab out of proposed slabs of Rehab building on the part of the said property. The said M/s. Shah Housecon Pvt. Ltd. had also demolished the existing structures standing upon portion of said property where sale building was proposed and accordingly the work for sale building could commence and as such there was no hindrance in obtaining the Commencement Certificate in respect of the Sale building. However, out of 137 structures which were still existing at site, 26 structures were lying vacant as the slum-dwellers had already been vacated/evicted while 111 structures were occupied by the slum-dwellers.

(X) It appears that, the said M/s. Vimal Developers was required to allot to the existing eligible slum dwellers the flats as per SRA scheme of Govt. of Maharashtra free of cost {or on payment of cost/charges, as the case may be}.

(Y) It appears that, due to dispute and controversial circumstances of delay,



default and latches on the part of the said M/s. Shah Housecon Pvt. Ltd., the said M/s. Vimal Developers had terminated the said Development Agreement dated 15/10/2013 and Power of Attorney dated 15/10/2013. The said Termination was challenged by the said M/s. Shah Housecon Pvt. Ltd. before the Hon'ble Arbitral Tribunal of Hon'ble Mr. Justice (Retired.) S.J. Vazifdar, wherein, the said M/s. Vimal Developers also filed Counter Claim against the said M/s. Shah Housecon Pvt. Ltd.

(Z) It appears that, thereafter, disputes and differences were amicably settled between the parties and the Consent Terms dated 08/10/2019 was filed with certain modification in the commercial terms with further extension of time for completion of construction of the building on the said Property under the S.R. Scheme.

(AA) It appears that, the said M/s. Shah Housecon Pvt. Ltd. was under obligation to complete the entire project and procure occupation certificate and hand over possession of 28.5% of the residential/commercial / semi - commercial area, with equivalent car parking spaces in the saleable building to the said M/s. Vimal Developers within 36 months from execution of the Consent Terms i.e. 8th October, 2019 subject to the terms and conditions recorded therein.

(BB) It appears that, while the scheme was ongoing the revised Development Control and Promotion Regulations for Greater Mumbai 2034 (D.C.P.R. 2034) came to be implemented and accordingly the society approached the said M/s. Shah Housecon Pvt. Ltd. to revise the scheme to avail benefits of D.C.P.R. 2034 whereby the area of tenements to be allotted to residential slum dwellers would stand increased from 269 Sq. Ft to 300 Sq. Ft. The said Society in their General Body Meeting held on 18/08/2019 resolved for revision of said scheme under D.C.P.R. 2034. The said M/s. Shah Housecon Pvt. Ltd. had already made a provision of area of 300 sq. ft. in each rehab unit / tenement while constructing the



rehab component as per the prevailing norms.

(CC) It appears that, the Scheme was sanctioned under the provisions of Regulation 33 (10) of Development Control Regulations for Greater Mumbai 1991 and has been proposed for revisions under the revised Development Control and Promotion Regulations for Greater Mumbai 2034.

(DD) It appears that, as per Scrutiny Sheet (Chanani Patra) certified by the S.R.A. on 26/12/2019, of Jai Hanuman S.R.A. C.H.S.L., there were in total 391 slum structures standing on the said property out of which 102 slum dwellers got eligibility for rehab residential and 13 slum dwellers got eligibility for rehab commercial and 1 slum dweller got eligibility for rehab Residential-cum-commercial (R.C.) and 275 slum dwellers were not eligible as on that date.

(EE) It appears that, once again the dispute and differences arose between the parties i.e. M/s. Shah Housecon Pvt. Ltd. and M/s. Vimal Developers, leading to fresh disputes and differences between them.

(FF) It appears that, there were several communications exchanged between the said M/s. Vimal Developers and the said M/s. Shah Housecon Pvt. Ltd. whereby the said M/s. Vimal Developers had suggested for adjudication of dispute and differences by referring the same to sole Arbitrator under the provisions of Arbitration and Conciliation Act 1996 as amended till the date. The said suggestion was accepted by the said M/s. Shah Housecon Pvt. Ltd. and accordingly by consent of M/s. Shah Housecon Pvt. Ltd. and M/s. Vimal Developers, Shri. Naresh B. Shah, Chartered Accountant was appointed as Sole Arbitrator.

(GG) It appears that, during the preliminary hearing before Ld. Arbitrator Shri. Naresh B. Shah, the parties to the arbitration mutually proposed to explore the possibilities to settlement and accordingly the hearing



was differed for exploring settlement.

(HH) It appears that, accordingly, pending the arbitration before the Ld. Arbitral Tribunal:

- i. The said M/s. Vimal Developers negotiated with the said M/S. SIGMA HAPPY HOMES LLP i.e. the Developers herein for grant of the Development rights of the said property with the consent and confirmation of the said M/s. Shah Housecon Pvt. Ltd.
- ii. The said M/S. SIGMA HAPPY HOMES LLP had represented to M/s. Vimal Developers and M/s. Shah Housecon Pvt. Ltd. that they had requisite financial, managerial and organizational resources and the infrastructure to carry out development of the said property and marketing of the building/s being constructed thereon.
- iii. The said M/s. Vimal Developers requested the M/s. Shah Housecon Pvt. Ltd. to assign its development right in favour of the said M/S. SIGMA HAPPY HOMES LLP with a view to expedite redevelopment and the said M/S. SIGMA HAPPY HOMES LLP agreed to take over the development rights of the said property from the M/s. Shah Housecon Pvt. Ltd.
- iv. Parties negotiated the terms of settlement and mutually agreed to file Consent terms before the Ld. Arbitrator.

(II) Accordingly we had at the instance of M/S. SIGMA HAPPY HOMES LLP published public notice in three newspapers namely Time of India, Free Press Journal in English and Nav Shakti in Marathi on 17/01/2022 inviting claims from any person having objection in M/S. SIGMA HAPPY HOMES LLP acquiring development rights of the said property and to be submitted to us within 14 days from the date of publication of the said Public Notice. In response to the said Public Notice we had received



following objections:-

Sr. No.	Name of the Objectors	Date of Objection Letter	Remarks
1	Shri Pravin Dattaram Gadak through his Advocate's Letter Dt.19/01/2022	19/01/2022	(a) We had sent our reply Letter Dt.22/01/2022 asking him to submit the documentary evidence in support of his claims, but he failed to produce the same. (b) Reply Letter Dt.12/02/2022 from M/s. Vimal Developers stating that the old mutation entries on the basis of which Shri Pravin Dattaram Gadak was making claims had already been deleted from revenue records and in view thereof no such claim subsist.
2	Fourteen Slum Dwellers through their undated Letter received by us on 24/01/2022	24/01/2022	(a) No Documentary Evidence submitted by them in support of their objections
3	(a) Mangesh Gajanan Kamble through his letter Dt.03/02/2022 (b) Kalpana Gajanan Kamble through her letter Dt.03/02/2022 (c) Vikas Gajanan Kamble	03/02/2022	(a) No Documentary Evidence submitted by them in support of their objections. (b) As per Letter Dt.07/02/2022 of M/s. Shah Housecon Pvt. Ltd. it was a dispute amongst family members (S.C.Suit No. 2587 of 2016, between Vikash Gajanan Kamble v/s. Gajanan Mahadev and Others filed before City Civil Court at Dondoshi (Borivali Division),



	through his Advocate's Letter Dt.03/02/2022		Goregaon, Mumbai, wherein M/s. Vimal Developers or M/s. Shah Housecon Pvt. Ltd. or M/S. SIGMA HAPPY HOMES LLP had been made parties thereto and no reliefs are sought against them. (c) The present status of the case shows "COMPLIANCE".
4	Nidhaan Enterprises through their Letter Dt.24/01/2022	24/01/2022	(a) No Documentary Evidence submitted by them in support of their objections. (b) As per Letter Dt.29/01/2022 of M/s. Shah Housecon Pvt. Ltd. it was a dispute pertaining to recovery of balance amount in respect of some other property and not the property in question and hence not tenable. (c) Order Dt.05/09/2022 passed by National Company Law Tribunal, Mumbai Bench in IA 2393 of 2022

(JJ) We had also caused to get carried out by our search clerk Shri S D Jadhav and as per his search report Dt. 28/01/2022, no charge or encumbrance was found on the said property.

(KK) It appears that, accordingly, the said M/s. Vimal Developers, the M/s. Shah Housecon Pvt. Ltd. and the M/S. SIGMA HAPPY HOMES LLP filed Consent Terms dated 24/09/2022 before the Hon'ble Sole Arbitrator and accordingly the Ld. Arbitrator passed a Consent Award dated 24/09/2022 in terms of said Consent Terms. As per the terms of said



Consent Award, the M/S. SIGMA HAPPY HOMES LLP acquired development rights of the said property on the terms and conditions as mentioned herein and in the Consent Terms dated.

(LL) It appears that, accordingly, under Deed of Assignment of Development Rights Dt.18/10/2022 executed by and between M/s. Shah Housecon Pvt. Ltd. therein referred to as "the Assignor" and M/s. Vimal Developers, therein referred to as "the Owner/Confirming Party" and the M/S. SIGMA HAPPY HOMES LLP, therein referred to as "the Assignee"; the Assignor therein with the consent and confirmation of the Owner/Confirming Party therein assigned and transferred their development right with respect to the said property; for the valid consideration and on the terms and conditions mentioned in the said Deed of Assignment of Development Rights Dt.18/10/2022. The said Deed of Assignment of Development Rights Dt.18/10/2022 is duly registered with Sub-Registrar of Assurance, Borivali Taluka on 18/10/2022 under Sr. No. BRL-9-16087-2022.

(MM) It appears that, simultaneously the partners of M/s. Vimal Developers and the Directors of M/s. Shah Housecon Pvt. Ltd. executed Power of Attorney Dt.18/10/2022 in favour of the partners of M/S. SIGMA HAPPY HOMES LLP. The said Power of Attorney is duly registered with the office of Sub-Registrar of Assurances at Borivali Taluka on 18/10/2022 under Serial No. BRL-9-16088-2022.

(NN) In the circumstances, we hereby certify that, in our opinion, subject to whatever stated above, the *prima facie* title of M/S. SIGMA HAPPY HOMES LLP to develop the said Property, subject to the rights of the tenants/occupants of the various slum structures, as disclosed by the relevant documents, is marketable, free from all encumbrances and charges and that the said M/S. SIGMA HAPPY HOMES LLP is entitled to redevelop the said property. This Title Certificate has been issued on the



strict understanding and agreement that the same is for the limited purpose of *prima facie* certification of title for the redevelopment of the said Property and for no other purpose, it being clearly agreed and understood that the certification for any other purpose shall be issued after due investigation of title, as such advocate may deem fit.

(oo) Further it being clearly agreed and understood that this Title Certificate is issued on perusal of the photocopies of documents and averments made in Agreements, Papers and Documents referred above and that no original documents are produced before us and we have relied upon the photocopies of documents produced before us.

IT MAY BE NOTED THAT:

- (a)** We have barely seen copies of documents furnished to us and referred herein.
- (b)** The aspects of zoning, permitted use, reservation/set back (if any), development potential/Floor Space Index and developability of the Demised Property fall within the scope of an architect review and we express no views about the same; and
- (c)** The following has been assumed by us:
 - i. Copies of documents/papers provided to us are precise and genuine copies of originals
 - ii. Each document/paper has been signed/executed by persons purporting to sign/execute the same and such person has full authority and power to do so; and
 - iii. Save and except the Documents referred to in Annexure "A" none of the other Documents referred in this Certificate has been submitted to us and the averments herein are made in respect of



such documents from the above Documents received by us and that we have not seen or inspected either the originals or the photo copies of such Documents and this Certificate is based on presumption that such documents referred as precise and genuine.

(b) In no circumstances, shall the cumulative liability, if any, of our firm viz. Messrs. Kirti Nagda & Associates, Advocates & Notary, its Associates or employees, in connection with the preparation or issue of this Report on Title, exceed the professional fees paid by M/S. SIGMA HAPPY HOMES LLP to us in that behalf.

Yours Truly,


(Advocate)



Date: 28/03/2023

Annexure "D"

FLOW OF THE TITLE OF THE SAID LAND

Sr. No.	Particulars	Particulars			
1	P. R. Card	Property Card of property bearing C.T.S. No. 396, 396/1 to 66, 397, 397/1 to 13 of Village - Malad (East), Taluka - Borivali, District - Mumbai Suburban			
2	Mutation Entry	CTS No	Mutation Entry No	Mutation Entry Date	Name
		396	Pherphar No.110	13/09/2007	M/s Vimal Developers
		396/1 to 66,	Pherphar No.110	13/09/2007	M/s Vimal Developers
		397	Pherphar No.110	13/09/2007	M/s Vimal Developers
		397/1 to 13	Pherphar No.110	13/09/2007	M/s Vimal Developers
3	Search Report	Search Report for 51 years carried out by search clerk Shri S D JADHAV, as per his Search Report dated 28/01/2022			
4	Any other relevant title	<p>a. Indenture of Conveyance dated 16/11/2006 duly registered with Sub-Registrar of Assurance under Sr. No. BDR-11/8553 of 2006 executed by and between (1) Dhawal Ranjit Thakkar alias Tambakuwala and Thirteen Others, therein referred to as "the Vendors" and M/s. Vimal Developers therein referred to as "the Purchasers".</p> <p>b. Deed of Rectification dated 21/02/2007 registered</p>			



		<p>with Sub-Registrar of Assurance under Sr. No. BDR-12-01308-2007 executed by and between the said Dhawal Ranjit Thakkar alias Tambakuwala and others, therein referred to as "the Vendors" and M/s. Vimal Developers, therein referred to as "the Purchasers".</p> <p>c. Agreement for Development dated 15/10/2013, duly registered with Sub-Registrar of Assurance, Borivali-7, on 26/11/2013 under Sr. No. BRL-7/9367/2013 executed by and between M/s. Vimal Developers, therein referred to as "the owner" and M/s. Shah Housecon Pvt. Ltd., therein referred to as "the Developers".</p> <p>d. Letter of Intent from S.R.A. bearing No. SRA/ENG/2534/PN/PL/LOI dated 24/04/2015 for rehab Building No.1.</p> <p>e. I.O.A. bearing No. SRA/ENG/3255/PN/PL/AP dated 24/09/2015</p> <p>f. Permission from the Municipal Corporation of Greater Mumbai (Tree Authority) for removal of Trees as per their Letter dated 19/07/2016 bearing No. DYSG/ZIV/366/P.</p> <p>g. The amended plans duly approved by SRA as per their Letter dated 26/10/2017.</p> <p>h. N.O.C. from Deputy Chief Fire Officer Mumbai Fire Brigade dated 12/09/2018 bearing No. FB/HRC/RIV/13.</p> <p>i. Commencement Certificate dated 10/06/2016 bearing No. SRA/ENG/3255/PN/PL/AP.</p> <p>j. Consent Terms dated 08/10/2019 before the Hon'ble Arbitral Tribunal of Hon'ble Mr. Justice (Retired.) S.J. Vazifdar.</p> <p>k. Consent Terms dated 24/09/2022 before the</p>
--	--	--



	<p>Hon'ble Sole Arbitrator Shri. Naresh B. Shah, Chartered Accountant.</p> <p>i. Consent Award dated 24/09/2022 passed by the Hon'ble Sole Arbitrator Shri. Naresh B. Shah, Chartered Accountant in terms of the Consent Terms Dt.24/09/2022.</p> <p>m. Deed of Assignment of Development Rights Dt.18/10/2022, duly registered with Sub-Registrar of Assurance, Borivali Taluka on 18/10/2022 under Sr. No. BRL-9-16087-2022 executed by and between M/s. Shah Housecon Pvt. Ltd. therein referred to as "the Assignor" and M/s. Vimal Developers, therein referred to as "the Owner/Confirming Party" and the M/S. SIGMA HAPPY HOMES LLP, therein referred to as "the Assignee"</p> <p>n. Power of Attorney duly registered with the office of Sub-Registrar of Assurances at Borivali Taluka on 18/10/2022 under Serial No. BRL-9-16088-2022, executed in favour of the partners of M/S. SIGMA HAPPY HOMES LLP.</p>
5 Litigations if any:	N.A

Yours Truly,


(Advocate)



Date: 28/03/2023

Housiey.com