

KMV/2484/2021

To,
Maha RERA

LEGAL TITLE REPORT

Re: Title clearance certificate with respect to all that piece or parcels of land bearing Plot No.535, City Survey No.E-80, admeasuring 760 sq. yds. equivalent to 635.50 sq. mtrs. or thereabouts and Plot No.536, City Survey No.E-79, admeasuring 767 sq. yds. as per title documents and 757 sq. yards as per the Property Register Card equivalent to 632.9 sq. mtrs. or thereabouts, together with the building standing thereon known as "Sukh Niwas", comprising of stilted portion plus 7 upper floors and consisting of 13 flats, situate, lying and being at 17th Road, Khar (West), Mumbai- 400 052

1. We have investigated the title of the captioned property at the request of Kolte Patil Developers Limited and have been furnished with the following documents:
 - i. Deed of Partition dated 28th April, 1972 made and entered into between Sardar Mehel Singh, therein referred to as the Party of the First Part, Jaswant Kaur therein referred to as the Party of the Second Part, (1) Somair Singh, (2) Tejinder Kaur, (3) Jaspal Singh, (4) Jaghans Kaur, (5) Charanjit Singh and (6) Sarabjot Singh therein referred to as the Party of the Third Part, (1) Birendar Singh, (2) Ajit Kaur, (3) Satinder Kaur, (4) Harlin Kaur, (5) Gurpreet Singh therein referred to as the Party of the Fourth Part and (1) Harpal Singh, (2) Inderjit Kaur and (3) Inderpal Singh therein referred to as the Party of the Fifth Part and registered with the office of the Sub-Registrar of Assurances at Bombay under serial no. BOM/R/4463/1/28 of 1972;
 - ii. Deed of Confirmation dated 28th October, 2008 made and entered into between Mr. Venkatraman Nandkumar, therein referred to as the Party of the First Part and Mrs. Radha Nandkumar, therein referred to as the Party of the Second Part and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-4-10059 of 2008;
 - iii. Declaration dated 3rd December, 2008 made and executed by Mr. Mohan Sripad Rao, therein referred to as the Executant and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-1-11548 of 2008;
 - iv. Declaration dated 4th December, 2008 made and executed by (1) Mrs. Beena Mehta and (2) Mr. Manish Mehta, therein referred to as the Executants and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-1-11597 of 2008;
 - v. Order-cum-Certificate dated 29th May, 2014 bearing no. DDR-3/Mum/Deemed Conveyance/1728 of 2014 issued by the Competent Authority;
 - vi. Unilateral Deed of Conveyance dated 17th March, 2015 made and entered into between District Deputy Registrar Co-operative Societies, Mumbai City, on

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- account of (1) Mr. Somair Singh, (2) Mr. Jaspal Singh Sahani, (3) Mr. Charanjeet Singh Sahani, (4) Mr. Sarabjyot Singh Sahani, (5) Mr. Birendra Singh Sahani and (6) Mr. Inderpal Singh Sahani, being the then coparceners of the Mehel Singh Ram Singh HUF therein referred to as the Owners of the First Part and Mehel Singh Ram Singh HUF, therein referred to as the Developer/ Confirming Party of the Second Part and Sukh Niwas Co-operative Housing Society Limited, therein referred to as the Purchaser/ Society of the Third Part and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-9-2340 of 2015;
- vii. Redevelopment Agreement dated 22nd December, 2020 made and entered into between Sukh Niwas Co-operative Housing Society Limited of the One Part and Kolte Patil Developers Limited, therein referred to as the Developer of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial no. BDR-1-12150 of 2020;
- viii. Power of Attorney dated 22nd December, 2020 executed by Sukh Niwas Co-operative Housing Society Limited in favour of Kolte Patil Developers Limited and registered with the office of the Sub-Registrar of Assurances under serial no. BDR-1-12151 of 2020.
2. We are issuing this Report on Title on the basis of the documents and papers that have been furnished to us. Our observations are limited only to the extent of the said documents, papers and information. We take no responsibility of the authenticity of the documents furnished to us. Further, we take no responsibility of any information, declaration or undertakings that may be contained in such documents and papers that have not been provided to us for the purpose of issuing this Report on Title or such information, particulars or details that may not have been disclosed to us.
3. On perusal of the aforesaid documents, we are of the opinion that by virtue of the Unilateral Deed of Conveyance dated 17th March, 2015, it can be said that Sukh Niwas Co-operative Housing Society Limited is the present owner of the captioned property and by virtue of the Redevelopment Agreement dated 22nd December, 2020, Kolte Patil Developers Limited is entitled to redevelop the captioned property on the terms and conditions contained in the said Redevelopment Agreement. Kolte Patil Developers Limited is entitled to avail the full benefit arising out of the captioned property and after handing over the areas earmarked for the society members of Sukh Niwas Co-operative Housing Society Limited, Kolte Patil Developers Limited is entitled to sell the free sale areas to the prospective purchasers.
4. The report reflecting the flow of title of Sukh Niwas Co-operative Housing Society Limited to the captioned property and the re-development rights of Kolte Patil Developers Limited to the captioned property, is enclosed herewith as **Annexure 'A'**.

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THE SCHEDULE ABOVE REFERRED TO

All that piece or parcels of land bearing Plot No.535, City Survey No.E-80, admeasuring 760 sq. yds. equivalent to 635.50 sq. mtrs. or thereabouts and Plot No.536, City Survey No.E-79, admeasuring 767 sq. yds. as per title documents and 757 sq. yards as per the Property Register Card equivalent to 632.9 sq. mtrs. or thereabouts, together with the building standing thereon known as "Sukh Niwas", comprising of stilted portion plus 7 upper floors and consisting of 13 flats, situate, lying and being at 17th Road, Khar (West), Mumbai- 400 052

Dated this 29th day of June, 2021



Yours faithfully,
Kanga and Company,

K. M. K. Sonje

Partner
Advocates and Solicitors

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ANNEXURE 'A'

1. On perusal of the documents and papers we observe as under:-
- 1.1 It appears that the Mehel Singh Ram Singh HUF was seized and possessed of or otherwise well and sufficiently entitled to Plot No.535, City Survey No.E-80, admeasuring 760 sq. yds. equivalent to 635.50 sq. mtrs. or thereabouts and Plot No.536, City Survey No.E-79 admeasuring 767 sq. yds. equivalent to 632.9 sq. mtrs. or thereabouts, situate, lying and being at 17th Road, Khar (West), Mumbai- 400 052 (hereinafter collectively referred to as the "**said Land**").
- 1.2 It appears that the Mehel Singh Ram Singh HUF constructed a building known as 'Sukh Niwas', comprising of stilted portion plus 7 upper floors and consisting of 13 flats (hereinafter referred to as the "**said Building**") on the said Land (the said Land and the said Building are hereinafter collectively referred to as the "**said Property**").
- 1.3 It appears that on the said Building being completed, Mehel Singh Ram Singh HUF sold the flats in the said Building to individual flat purchasers.
- 1.4 What is stated in paragraphs (i) to (iii) hereinabove have been gathered by us from the recitals of the Unilateral Deed of Conveyance dated 17th March, 2015 and we have not been furnished with any documents to substantiate the same and hence we are not in a position to make any comments thereon.
- 1.5 By a Deed of Partition dated 28th April, 1972 made and entered into between Sardar Mehel Singh, being the Karta of Mehel Singh Ram Singh HUF therein referred to as the Party of the First Part, Jaswant Kaur therein referred to as the Party of the Second Part, (1) Somair Singh, (2) Tejinder Kaur, (3) Jaspal Singh, (4) Jaghans Kaur, (5) Charanjit Singh and (6) Sarabjot Singh therein referred to as the Party of the Third Part, (1) Birendar Singh, (2) Ajit Kaur, (3) Satinder Kaur, (4) Harlin Kaur, (5) Gurpreet Singh therein referred to as the Party of the Fourth Part and (1) Harpal Singh, (2) Inderjit Kaur and (3) Inderpal Singh therein referred to as the Party of the Fifth Part, all being coparceners of Mehel Singh Ram Singh HUF and registered with the office of the Sub-Registrar of Assurances at Bombay under serial no. BOM/R/4463/1/28 of 1972, the coparceners mutually decided to dissolve the said HUF and *inter alia* hold the said Property, in their individual capacity as tenants-in-common.
- 1.6 A Society of all the flat purchasers was formed known as 'The Sukh Niwas Co-operative Housing Society Limited' and the same was registered under The Maharashtra Co-operative Societies Act, 1960 which has been registered under serial no. BOM/W/H.W.HSG.(TC)626/84-85 (hereinafter referred to as the "**said Society**").

- 1.7 By a Deed of Confirmation dated 28th October, 2008 made and entered into between Mr. Venkatraman Nandkumar, therein referred to as the Party of the First Part and Mrs. Radha Nandkumar, therein referred to as the Party of the Second Part and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-4-10059 of 2008, the parties therein confirmed the execution of the Deed of Gift dated 15th April, 2003 made and executed by Mr. Venkatraman Nandkumar, therein referred to as the Donor of the One Part in favour of Mrs. Radha Nandkumar, therein referred to as the Donee of the Other Part in respect of flat no. 2 admeasuring approximately 963.60 sq. ft. built up area equivalent to 89.55 sq. meters or thereabouts on the 1st floor of the said Building and which Deed of Gift was duly stamped but inadvertently not lodged for registration. The Deed of Gift dated 15th April, 2003 has been annexed to the Deed of Confirmation dated 28th October, 2008.
- 1.8 Mr. Mohan Sripad Rao executed a Declaration dated 3rd December, 2008 and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-1-11548 of 2008, whereby Mr. Mohan Sripad Rao confirmed the execution of the Agreement dated 13th October, 1978 made and entered into between Mehel Singh Ram Singh HUF, therein referred to as the Vendor of the One Part and Mr. Mohan Sripad Rao, therein referred to as the Purchaser of the Other Part, in respect of flat no. 4 admeasuring approximately 803 sq. ft. carpet area equivalent to 74.63 sq. meters or thereabouts on the 2nd floor of the said Building, by paying the deficit stamp duty under the Amnesty Scheme (Abhay Yojana 2008).
- 1.9 (1) Mrs. Beena Mehta and (2) Mr. Manish Mehta executed a Declaration dated 4th December, 2008 and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-1-11597 of 2008, whereby (1) Mrs. Beena Mehta and (2) Mr. Manish Mehta confirmed the execution of the Agreement dated 2nd January, 1978 made and entered into between Mehel Singh Ram Singh HUF, therein referred to as the Vendor of the One Part and (1) Mrs. Beena Mehta and (2) Mr. Manish Mehta, therein referred to as the Purchasers of the Other Part, in respect of flat no. 12 admeasuring approximately 803 sq. ft. carpet area equivalent to 74.63 sq. meters or thereabouts on the 2nd floor of the said Building, by paying the deficit stamp duty under the Amnesty Scheme (Abhay Yojana 2008).
- 1.10 The co-parceners of the Mehel Singh Ram Singh HUF failed to comply with their statutory obligation of executing a Deed of Conveyance in respect of the said Property in favour of the said Society. Accordingly, the said Society filed Application No. 26 of 2014 with the Competent Authority appointed under Section 11 of the Maharashtra Ownership Flats Act, 1963, for issuance of a certificate of entitlement in favour of the said Society to have an Unilateral Deed of Conveyance executed and registered in its favour.

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- 1.11 Thereafter, the Competent Authority issued an Order-cum-Certificate dated 29th May, 2014 bearing no. DDR-3/Mum/Deemed Conveyance/1728 of 2014, *inter alia* certifying that the said Society is entitled to an Unilateral Deemed Conveyance of the said Property in its favour.
- 1.12 By an Unilateral Deed of Conveyance dated 17th March, 2015 made and entered into between District Deputy Registrar Co-operative Societies, Mumbai City, on account of (1) Mr. Somair Singh, (2) Mr. Jaspal Singh Sahani, (3) Mr. Charanjeet Singh Sahani, (4) Mr. Sarabjyot Singh Sahani, (5) Mr. Birendra Singh Sahani and (6) Mr. Inderpal Singh Sahani, being the then coparceners of the Mehel Singh Ram Singh HUF therein referred to as the Owners of the First Part and Mehel Singh Ram Singh HUF, therein referred to as the Developer/ Confirming Party of the Second Part and Sukh Niwas Co-operative Housing Society Limited, therein referred to as the Purchaser/ Society of the Third Part and registered with the office of the Sub-Registrar of Assurance at Bandra under serial no. BDR-9-2340 of 2015, the District Deputy Registrar, granted, conveyed and transferred the said Property, in favour of Sukh Niwas Co-operative Housing Society Limited, in consideration of the amounts already paid by the members of the Society in respect of their respective flats to the Mehel Singh Ram Singh HUF.
- 1.13 By virtue of the aforesaid Unilateral Deed of Conveyance dated 17th March, 2015, Sukh Niwas Co-operative Housing Society Limited is the present owner of the said Property.
- 1.14 By a Redevelopment Agreement dated 22nd December, 2020 made and entered into between the said Society of the One Part and Kolte Patil Developers Limited, therein referred to as the Developer of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial no. BDR-1-12150 of 2020, the said Society granted development rights in respect of the said Property to Kolte Patil Developers Limited on certain terms and conditions mentioned therein.
- 1.15 The said Society executed a Power of Attorney dated 22nd December, 2020 in favour of Kolte Patil Developers Limited, acting through its Directors and/or authorized representatives and the same has been registered with the office of the Sub-Registrar of Assurances under serial no. BDR-1-12151 of 2020, whereby the said Society *inter alia* authorized Kolte Patil Developers Limited to carry out the work of redevelopment on the said Property in accordance with the said Redevelopment Agreement dated 22nd December, 2020.
- 1.16 On perusal of the Property Register Cards dated 27th November, 2019, we observe as under:
- (i) In respect of CTS No. E-79 of Village Bandra, we observe that the name of 'Sukh Niwas Co-operative Housing Society Limited' is reflected as the owner



of the said land and the area is reflected as 757 sq. yards equivalent to 632.9 sq. meters;

- (ii) (ii) In respect of CTS No. E-80 of Village Bandra, we observe that the name of 'Sukh Niwas Co-operative Housing Society Limited' is reflected as the owner of the said land and the area is reflected as 760 sq. yards equivalent to 635.5 sq. meters.

2. We have caused searches to be taken at the office of the Sub-Registrar of Assurances at Mumbai through Mr. Chandrashekhar Athalye, Search Clerk for the period of 30 years commencing from 1990 to 2019. Mr. Chandrashekhar Athalye has submitted his Search Report dated 20th January, 2020, on perusal whereof we observe that no other documents of title have been found to be registered in respect of the said Property. We have not caused fresh searches to be taken prior to issuance of our Report on Title.
3. We have been informed by Sukh Niwas Co-operative Housing Society Limited and Kolte Patil Developers Limited that they have not created any charge/ mortgage/ encumbrance on the said Property.
4. We have been provided with the property tax bill for the period 2020-2021 issued by the Brihanmumbai Mahanagarपालिका in the name of 'SUKH NIWAS CO-OPERATIVE HOUSING SOCIETY LIMITED' alongwith the receipt dated 20th January, 2021 evidencing payment thereof.
5. (i) We have caused public notices to be issued in the local newspapers namely Times of India and Maharashtra Times on 22nd January, 2020, inviting claims from the public in respect of the said Property. However, no claims have been received in pursuance thereof, till date.
(ii) We have not caused a fresh Public Notice to be given prior to issuance of our Report on Title.
6. We have caused a basic litigation search to be carried out by Cubictree Technology Solutions Private Limited with respect to the pending litigation in the court/s and tribunal/s, if any, with respect to Sukh Niwas Co-operative Housing Society Limited. Cubictree Technology Solutions Private Limited have submitted their report dated 1st February, 2021. On perusal of the search report, we observe that the following matters are pending:
- i. Case No. Spl. C.S/200398/2015 pending before the Civil Court Senior Division, Pune
Sukh Niwas Co-operative Housing Society Limited v/s Rajani Mansing Shinde

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- a. We have not been furnished with copies of the aforesaid proceeding or any orders passed therein and accordingly we are not in a position to comment on the same. However, we have been informed by Sukh Niwas Co-operative Housing Society Limited that they are not a party to the aforesaid proceedings and accordingly, the aforesaid proceeding does not affect the title of Sukh Niwas Co-operative Housing Society Limited to the said Property.
- ii. Case No. RAD/201023/2011 pending before the Small Causes Court, Dhobi Talao, Mumbai
Ramesh Janu Dhotre, Ashok Dhanu Dhotre v/s Parveen Prakash Dhotre, Sukh Niwas CHS and others
- a. We have not been furnished with copies of the aforesaid proceeding or any orders passed therein and accordingly we are not in a position to comment on the same. However, we have been informed by Sukh Niwas Co-operative Housing Society Limited that they are not a party to the aforesaid proceedings and accordingly, the aforesaid proceeding does not affect the title of Sukh Niwas Co-operative Housing Society Limited to the said Property.
- iii. Case No: Summons Case SW/900907/2006 pending before the Additional Metropolitan Magistrate, Bandra, Mumbai
Sukh Niwas Co-operative Housing Society Limited v/s Mehelsingh Ramsingh
- a. Sukh Niwas Co-operative Housing Society Limited filed a Criminal Complaint against (1) Mehelsingh Ramsingh HUF, (2) Mr. Jaspalsingh Sahni, (3) Mr. Charanjitsingh Sahni, (4) Mr. Sarbotsingh Sahni, (5) Mr. Birendersingh Sahni and (6) Mr. Inderpalsingh Sahni, *inter alia* on the ground that Mehelsingh Ramsingh HUF and others were liable to form a Co-operative Housing Society the moment the minimum number of flats were sold by them in the building constructed on the said Land and the minimum number of flats were sold in 1978-79. Accordingly, Mehelsingh Ramsingh HUF and others have committed an offence under Section 10 of the Maharashtra Ownership Flats Act, 1963 by not forming the co-operative housing society. Further, on formation of the Society, the Accused were liable to convey the property to Sukh Niwas Co-operative Housing Society Limited.
- b. It appears that summons came to be issued by the Learned Magistrate to Mehelsingh Ramsingh HUF and others. However, they failed to appear before the Learned Magistrate on the returnable date of the Summons, hence non- bailable warrants came to be issued against them.
- c. The aforesaid matter is pending before the Learned Metropolitan Magistrate and the next date of hearing is 28th June 2021.



- d. However, this criminal complaint relates to timely formation of the society and does not in any manner affect the title of the Society to the said Land which has been conveyed by an Unilateral Deed of Conveyance in their favour.

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