

FORMAT-A
(Circular No. 28/2021)

Maha RERA
Housefin Bhavan
Plot No. C – 21
Bandra Kurla Complex
Bandra (East)
Mumbai 400051

LEGAL TITLE REPORT

Sub: Title clearance report with respect to:

- (a) All that piece and parcel of land bearing CTS No. 197 bearing corresponding Survey No. 38 Hissa No. 4 admeasuring 395.9 square meters (as per Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**First Property**");
- (b) All that piece and parcel of land bearing CTS No. 199 bearing corresponding Survey No. 43 Hissa No. 2 admeasuring 367.8 square meters (as per Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Second Property**");
- (c) All those pieces and parcels of land bearing (a) Survey No. 44 Hissa No. 3 bearing CTS No. 189/A admeasuring 1172.2 square meters, (b) Survey No. 44 Hissa No. 3 bearing CTS No. 189/B admeasuring 498.6 square meters (c) Survey No. 44 Hissa No. 3 bearing CTS No. 189/C admeasuring 470 square meters and (d) Survey No. 44 Hissa No. 3 bearing CTS No. 189/D admeasuring 216.1 square meters, (e) Survey No. 43 Hissa No. 4 bearing CTS No. 200 admeasuring 2424.6 square meters, (f) Survey No. 38 Hissa No. 2 bearing CTS No. 213/C admeasuring 1394 square meters all situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 (collectively "**Third Property**");
- (d) All that piece and parcel of land bearing CTS No. 198 bearing corresponding Survey No. 38 Hissa No. 5 admeasuring 394 square meters (as per the Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Fourth Property**") and
- (e) All that piece and parcel of land bearing CTS No. 216/C bearing corresponding Survey No. 38 Hissa No. 1 (part) admeasuring 784.4 square meters (as per the Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Fifth Property**")

The First Property, Second Property, Third Property, Fourth Property and the Fifth Property i.e. the land bearing CTS Nos. 189/A, 189/B, 189/C, 189/D, 197 to 200, 213/C and 216/C in total admeasuring to an aggregate area of 8117.6 square meters are collectively known as "**Properties**".

We have investigated the title of the Properties based on the request of the Owner/Promoter i.e. Yukti Infraprojects LLP ("**Yukti**") and the following documents:

1. Description of the Properties:

- (a) All that piece and parcel of land bearing CTS No. 197 bearing corresponding Survey No. 38 Hissa No. 4 admeasuring 395.9 square meters (as per Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**First Property**");

- (b) All that piece and parcel of land bearing CTS No. 199 bearing corresponding Survey No. 43 Hissa No. 2 admeasuring 367.8 square meters (as per Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Second Property**");
- (c) All those pieces and parcels of land bearing (a) Survey No. 44 Hissa No. 3 bearing CTS No. 189/A admeasuring 1172.2 square meters, (b) Survey No. 44 Hissa No. 3 bearing CTS No. 189/B admeasuring 498.6 square meters (c) Survey No. 44 Hissa No. 3 bearing CTS No. 189/C admeasuring 470 square meters and (d) Survey No. 44 Hissa No. 3 bearing CTS No. 189/D admeasuring 216.1 square meters, (e) Survey No. 43 Hissa No. 4 bearing CTS No. 200 admeasuring 2424.6 square meters, (f) Survey No. 38 Hissa No. 2 bearing CTS No. 213/C admeasuring 1394 square meters all situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 (collectively "**Third Property**");
- (d) All that piece and parcel of land bearing CTS No. 198 bearing corresponding Survey No. 38 Hissa No. 5 admeasuring 394 square meters (as per the Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Fourth Property**") and
- (e) All that piece and parcel of land bearing CTS No. 216/C bearing corresponding Survey No. 38 Hissa No. 1 (part) admeasuring 784.4 square meters (as per the Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Fifth Property**")

2. The Documents pertaining to the Properties:

A. First Property, Second Property and Third Property

- a. Indenture dated August 3, 1964, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1802 of 1964.
- b. Mutation Entry No. 1024 dated October 12, 1990.
- c. Deed of Conveyance dated May 9, 2007, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 5550 of 2007.
- d. Order dated April 27, 2009, bearing reference no. 4355 passed by the Collector, Mumbai Suburban District.
- e. Order dated March 23, 2010, bearing reference no. S.R-2439 passed by the Collector, Mumbai Suburban District.
- f. Deed of Conveyance dated December 8, 2011, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 10321 of 2011.
- g. Deed of Conveyance dated December 8, 2011, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 10320 of 2011.
- h. Deed of Conveyance dated August 12, 2012, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 6960 of 2012.

- i. Power of Attorney dated August 12, 2012, duly registered with the Sub Registrar of Assurances at Bombay under Serial No. 6961 of 2012.
- j. Deed of Conveyance dated February 25, 2020, duly registered with the Office of the Sub registrar of Assurances under serial no. 2441 of 2020.
- k. Deed of Conveyance dated March 4, 2022, duly registered with the Sub-Registrar of Assurances under serial no. 4734 of 2022.
- l. Deed of Rectification dated March 16, 2023, duly registered with the Sub-Registrar of Assurances under serial no. 5368 of 2023.
- m. Property register card.

B. Fourth and Fifth Property

- a. Indenture dated February 29, 1964, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 559 of 1964.
- b. Indenture dated May 31, 1965, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1169 of 1965.
- c. Mutation Entry No. 820 dated March 31, 1969.
- d. Mutation Entry No. 1018 dated August 18, 1988.
- e. Mutation Entry No. 1037 dated December 5, 1995.
- f. Deed of Conveyance dated April 4, 1995, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1851 of 1995.
- g. Deed of Conveyance dated April 4, 1995, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1882 of 1995.
- h. Order dated March 16, 1996 bearing reference no. LR-2656 passed by the Collector, Mumbai Sub-urban District.
- i. Order dated October 31, 1996 bearing reference no. ASR- 2650, passed by the Collector, Mumbai Sub-urban District.
- j. Deed of Conveyance dated August 12, 2012, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 6960 of 2012.
- k. Deed of Conveyance dated April 27, 2012, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 6370 of 2012.
- l. Deed of Conveyance dated October 8, 2012, duly registered with the Sub-Registrar of Assurances at Bandra under Serial No. 8642 of 2012.
- m. Deed of Conveyance dated March 4, 2022, duly registered with the Sub-Registrar of Assurances under serial no. 4734 of 2022.
- n. Property Register Card.

3. **Property Register Card:**

The Property Register Cards with respect to the Properties reflect as under:

CTS Nos.	Name of holder	Area (in Square Meters)
197	-	395.9
198	-	394
199	-	367.8
216/C	P.K. Patel	784.4
189/A	Reserved for School	1,172.2
189/B	Reserved for RG-3	498.6
189/C	Reserved for RG-4	470
189/D	-	216.1
200		2424.6
213/C		1394
	Total	8117.6

The Property Register Cards need to be updated to reflect the name of Yukti as the holder of the Properties.

4. Search Report:

We have caused searches to be conducted by Mr. Sameer Sawant (Title Investigator) and relied upon his search report (i) dated August 22, 2019 (ii) read with report dated July 11, 2022 (iii) read with report dated February 13, 2024 and the same are separately provided. Upon perusal of the land search report, we note that since the certain documents reflected in the search pertain to a larger property, which may not have bearing in respect of the Properties. We have been informed by Yukti that save and except the documents set out in this Memo there are no other documents which pertain to the Properties.

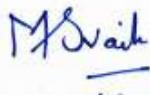
5. OWNERS OF THE LAND:

YUKTI INFRAPROJECTS LLP

Upon perusal of the above-mentioned documents and all other documents pertaining to the title of the Property and subject to the outcome of litigation mentioned in "**Annexure B**" we are of the opinion that the abovementioned, Yukti Infraprojects LLP are the Owners of the Properties bearing CTS Nos. 189/A, 189/B, 189/C, 189/D, 197 to 200, 213/C and 216/C in total admeasuring to an aggregate area of 8117.6 square meters.

6. The report reflecting the flow of title in respect of the Property is enclosed herewith as **Annexure "A"** hereto.

Dated this 21st day of March 2024.



Mitali Naik
Partner
DSK Legal

Encl.: Annexure A and B

Annexure "A"
Flow of title in respect of the Properties.

Re:

1. All that piece and parcel of land bearing CTS No. 197 bearing corresponding Survey No. 38 Hissa No. 4 admeasuring 395.9 square meters (as per Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**First Property**");
2. All that piece and parcel of land bearing CTS No. 199 bearing corresponding Survey No. 43 Hissa No. 2 admeasuring 367.8 square meters (as per Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Second Property**");
3. All those pieces and parcels of land bearing (a) Survey No. 44 Hissa No. 3 bearing CTS No. 189/A admeasuring 1172.2 square meters, (b) Survey No. 44 Hissa No. 3 bearing CTS No. 189/B admeasuring 498.6 square meters (c) Survey No. 44 Hissa No. 3 bearing CTS No. 189/C admeasuring 470 square meters and (d) Survey No. 44 Hissa No. 3 bearing CTS No. 189/D admeasuring 216.1 square meters, (e) Survey No. 43 Hissa No. 4 bearing CTS No. 200 admeasuring 2424.6 square meters, (f) Survey No. 38 Hissa No. 2 bearing CTS No. 213/C admeasuring 1394 square meters all situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 (collectively "**Third Property**");
4. All that piece and parcel of land bearing CTS No. 198 bearing corresponding Survey No. 38 Hissa No. 5 admeasuring 394 square meters (as per the Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Fourth Property**") and
5. All that piece and parcel of land bearing CTS No. 216/C bearing corresponding Survey No. 38 Hissa No. 1 (part) admeasuring 784.4 square meters (as per the Property Register Card) situate, lying and being at Village Valnai, Taluka Borivali and situate, lying and being at Orlem, Malad (West), Mumbai 400064 ("**Fifth Property**")

The First Property, Second Property, Third Property, Fourth Property and the Fifth Property i.e. the land bearing CTS Nos. 189/A, 189/B, 189/C, 189/D, 197 to 200, 213/C and 216/C in total admeasuring to an aggregate area of 8117.6 square meters are collectively known as "**Properties**".

As per your instructions, we have investigated the title of the First Property, Second Property, Third Property, Fourth Property and Fifth Property (collectively "**Properties**") based on the request of Yukti Infraprojects LLP ("**Yukti**") and for the same, perused copy of the following documents:

For the purposes of this Legal Title Report:

1. We have caused searches to be conducted by Mr. Sameer Sawant (Title Investigator), who has conducted searches in the concerned Office of the Sub-Registrar of Assurances in respect of the Properties. We have relied upon his search report (i) August 22, 2019 (ii) read with report dated July 11, 2022 (iii) read with report dated February 13, 2024 and the same are separately provided. Upon perusal of the land search report, we note that since the certain documents reflected in the search pertain to a larger property, which may not have bearing in respect of the Properties. We have been informed by Yukti that save and except the documents set out in this Memo there are no other documents which pertain to the Properties.

2. We have relied on the public notice dated March 28, 2019, issued by M/s. IC Universal Legal, Advocates and Solicitors in the Times of India (in English), Maharashtra Times (in Marathi), Hamara Mahanagar (in Hindi) and Janmabhoomi (in Gujarati) newspapers, inviting claims / objections from the public in respect of the First Property, Second Property, Fourth Property and Fifth Property. Mr. Bheru Chaudhary, Partner, IC Universal Legal have *vide* his letter dated November 19, 2019, confirmed that they have not received any objection pursuant to publication of the public notice. We have issued public notices inviting objections / claims in respect of the ownership rights of the Third Property in Navshakti and Free Press Journal in their respective editions on November 22, 2019, and have not received any objection pursuant to publication of the public notice.
3. Since our scope of work does not include considering aspects within the domain of an architect or a surveyor, we have not carried out any physical inspection of the Property nor have commented on the zoning and development aspects etc., thereof.
4. We have caused online searches to be conducted pertaining to litigations filed in respect of Yukti and have relied upon the Search Report dated March 19, 2024 issued by Cubictree Technology Solutions Private Limited which reflects that there are three litigations pending against Yukti and the same are covered in the litigation portion of our memo.
5. We have caused searches to be conducted in the office of the Registrar of Companies ("ROC") in Mumbai in respect of Yukti by VVS and Associates, Company Secretaries. We have relied upon their search report dated September 20, 2022, and it does not reflect any adverse entries.

I. FLOW OF TITLE

(A) First Property, Second Property and Third Property

1. By and under an Indenture dated August 3, 1964 registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1802 of 1964, Reverend Father Frank Noronha, trustee of the Church, a Public Trust registered under the Bombay Public Trusts Act, 1950 sold, transferred and conveyed various properties including *inter alia* the First Property, Second Property, the Third Property in favour of the Salsette Catholic Co-operative Housing Society ("Society"), a Society registered under the Co-operative Societies Act, 1912 for the consideration and on the terms and conditions contained therein. The area of the Survey Numbers sold are not legible in the Indenture provided to us.

Comment:

One of the conditions in the aforesaid Indenture stated that 'the Society would offer to sell to the Vendor (therein) plot or plots of an aggregate area admeasuring not less than 2/3rd of areas of the land conveyed under the aforesaid Indenture at the cost more particularly stated therein'. This has been dealt with separately hereinbelow in this Memo.

2. Mutation Entry No. 1024 dated October 12, 1990, records that, one Pedru Bastav died on July 13, 1975, leaving behind his legal heirs and representatives as follows:

Son	:	Dominic Pedru Bastav; (deceased)
Daughters	:	Kitty Pascal Fariya; and
		Filomina Parera;

From the papers provided to us it appears that Pedru Bastav claimed to be a tenant in respect of the First Property. Mutation Entry No. 1115 dated February 18, 2010, records that, the name of Transcon (defined below) has been recorded in the occupant's column of First Property and the names of (i) Kitty Pascal Fariya; and (ii) Philomena Parera have been recorded in the other rights column of First Property. However, by consent terms filed on March 9, 1995 by (i) Kitty Pascal Fariya, (ii) Philomena Parera; and (iii) the Society in Suit No. 51/04/1990 of 1991 and Suit No. 6426/1991 before the Hon'ble City Civil Court at Mumbai, it was agreed that the names of (i) Kitty Pascal Fariya; and (ii) Philomena Parera ought to be deleted from the other rights column of First Property. Accordingly, their names came to be deleted.

3. By and under a Deed of Conveyance dated May 9, 2007, registered with the Sub - Registrar of Assurances at Bandra under Serial No. 5550 of 2007, Society *inter alia* sold, transferred and conveyed various lands inter alia the First Property, the Second Property and the Third Property along with structures standing thereon in favour of Transcon Properties Private Limited (now known as 'Transcon Sheth Creators Private Limited') ("Transcon"). Mutation Entry No. 1108 dated August 5, 2009 confirms the same.

Comment:

Upon perusal of the aforesaid Deed of Conveyance we understand the following:

- *that 34 out of the 61 members of the Society had filed a dispute bearing No. CC II/ 513 of 1991 before the Hon'ble Co-operative Court at Bombay. By and under its Order dated August 27, 2015, the Hon'ble Co-operative Court at Bombay dismissed the dispute for want of prosecution. The search report reflects lis pendens registered under Serial No. 4108 of 1995 filed by one of the members of the Society.*
- *that the properties are affected by the Government Notification dated June 30, 1978 whereby they were declared a slum. We understand that the same does not pertain to the First Property, Second Property or Third Property.*
- *that there were various litigations pertaining to the larger property which formed part of the deed of conveyance. We have been informed that the litigations mentioned in the conveyance deed do not affect the captioned property.*

4. By and under its Order dated April 27, 2009, bearing reference no. 4355, the Collector, Mumbai Suburban District granted its permission to sub-divide property bearing CTS Nos. 189 and 213 in the following manner and on the terms and conditions more particularly contained therein:

CTS No. 189

Serial No.	Hissa No.	Area (in square meters)	Observation
1.	A	1,170.60	Secondary and higher secondary school
2.	B	511.30	RG-3
3.	C	507.20	RG-4
4.	D	167.80	Playground
Total		2,356.90	

Land bearing CTS No. 213 /C was recorded as admeasuring 1445.25 square meters and the total of the land bearing CTS No. 213 was recorded as 3404 square meters.

Comment:

It appears that the total area of CTS no 213 is considered as admeasuring 3404 square meters and however has per the KJP the total area is 3577 square meters.

5. Thereafter, it appears that a physical survey was conducted, and the area of CTS No. 213 was modified to 3408.10 square meters. It further came to the notice of the authorities that area admeasuring 173.3 square meters forming part of CTS No. 213 was included in CTS No. 210A. Hence, *vide* it's Order dated March 23, 2010 bearing reference no. S.R-2439 the Collector, Mumbai Suburban District ordered that the area of CTS No. 213 would stand rectified to 3,234.80 square meters and accordingly CTS No. 213/C admeasures 1394 square meters.
6. By and under a Deed of Conveyance dated December 8, 2011, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 10321 of 2011, Transcon sold, transferred and conveyed the First Property together with tenanted structures standing thereon on as is where is basis in favour of Praful Karsandas Patel ("**P.K. Patel**") for the consideration and on the terms and conditions mentioned therein. Mutation Entry No. 1131 dated January 7, 2012, confirms the same.
7. By and under a Deed of Conveyance dated December 8, 2011, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 10320 of 2011 Transcon sold, transferred and conveyed the Second Property together with tenanted structures standing thereon on as is where is basis in favour of P.K. Patel for the consideration and on the terms and conditions mentioned therein. Mutation Entry No. 1131 dated January 7, 2012, confirms the same.
8. By and under a Deed of Conveyance dated August 12, 2012, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 6960 of 2012, P.K. Patel *inter alia* sold, transferred and conveyed the First Property and the Second Property in favour of Icon Enterprises ("**Icon**") for the consideration and on the terms and conditions mentioned therein.
9. Pursuant to the aforesaid Deed of Conveyance dated August 12, 2012, P.K. Patel granted a Power of Attorney dated August 12, 2012 registered with the Sub-Registrar of Assurances at Bombay under Serial No. 6961 of 2012 in favour of Icon through its partners Mr. Mukesh C Bhatiya and Mr. Arvind K Shah, to undertake and do all deeds, matters and things more particularly mentioned therein.
10. By a Deed of Conveyance dated February 25, 2020, registered with the Office of the Sub-registrar of Assurances under serial no. 2441 of 2020, Transcon sold transferred conveyed all its right title and interest in the Third Property in favour of Yukti on payment of consideration and terms and conditions more particularly stated therein.
11. By a Deed of Conveyance dated March 4, 2022 registered with the Sub- Registrar of Assurances under serial no. 4734 of 2022 Icon along with the confirmation of Kishor Prabhakar Diwar sold transferred and conveyed all their right title and interest in various properties *inter alia* the First Property and Second Property onto Yukti on payment of consideration and terms and conditions stated therein.
12. By a Deed of Rectification dated March 16, 2023 registered with the Sub- Registrar of Assurances under serial no. 5368 of 2023 the parties rectified the description of the Third Property recorded in the Deed of Conveyance dated February 25, 2020 registered with the Office of the Sub Registrar of Assurances under serial no. 2441 of 2020.

B. Fourth and Fifth Property

13. By and under an Indenture dated February 29, 1964, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 559 of 1964 Marie D'Souza conveyed various properties *inter alia* the Fifth Property in favour of (i) Marian D'Souza, (ii) Ursula D'Souza and (iii) Joseph D'Souza for the consideration and on the terms and conditions contained therein.
14. By and under an Indenture dated May 31, 1965 registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1169 of 1965, Marian D'Souza sold, transferred and conveyed land bearing Survey No. 38 Hissa No. 1 (part) admeasuring 1064 square yards forming part of the Fifth Property in favour of William D'Souza for a consideration and on the terms and conditions mentioned therein. Subsequently, the heirs of William D'Souza and Marian D'Souza have sold all their right, title and interest in the Fifth Property in favour of P.K. Patel as recorded hereinbelow.
15. Mutation Entry No. 820 dated March 31, 1969, records that Joseph D'Souza died leaving behind the following as his legal heirs and representatives:

Widow:	Mildred D'Souza;
Daughters:	Gladys Rodrigues;
	Queenie D'Souza;
	Mavis D'Souza;
Son:	Romeo D'Souza; and
	Samson D'Souza.

From the information provided to us by Yukti, we understand that Joseph had one more son named 'Melvyn' who has executed the Deed of Conveyance dated March 29, 1995, as recorded hereinbelow.

16. Mutation Entry No. 1018 dated August 18, 1988, records that Marian Joseph D'Souza died on March 17, 1977, leaving behind his son William D'Souza as his legal heir and representative. It further records that, William D'Souza died on December 18, 1985, leaving behind the following as his legal heirs and representatives:

Widow:	Virgin D'Souza;
Sons:	Ralph D'Souza;
	Balvina D'Souza;
	Christopher D'Souza;
	Godfrey D'Souza;
	Glen D'Souza;
	Annrose D'Souza;
	Freddy D'Souza;
Daughter:	Evonne D'Souza; and
	Kennith D'Souza.

Comment:

- *From the information provided to us by Yukti, we are given to understand that Marvin / Marian also had the following heirs, i.e. (i) Valerian D'Souza (son), (ii) Darryl D'Souza (son) and Hilda D'Souza (wife of Darryl), (iii) Noel D'Souza (son) and Deena D'Souza (wife of Noel) and (iv) Louis D'Souza (son). However, their names are not reflected in the aforementioned mutation entry.*
- *We have been informed that Alan Valerian D'Souza, Kelvin Valerian D'Souza, Aloma Anna Loren Fernandes, Ashley Valerian D'Souza and Dell Nirmal Bhatiya (all being*

the heirs of Valerian D'Souza) had filed proceedings before the District Superintendent of Land Records for mutation of the names of the remaining heirs of Marian D'Souza. The District Superintendent vide its order dated May 17, 2014, held that as there were third party rights created in respect of CTS No. 216/C, the appeal was dismissed. Further, on the basis of the documents provided to us we understand that the aforementioned heirs of Marvin / Marian D'Souza have not filed the aforementioned proceedings in respect of the Property.

17. We understand that Ursula D'Souza died and as per her last will and testament dated July/January 13, 1985, rectified by codicil dated August 30, 1993, she had bequeathed her rights in the Original Land to Mary Magdaline D'Souza and Benedrine Drego D'Souza. However, we have not perused the aforementioned will and codicil. We have been informed by Yukti that the aforementioned Will and Codicil is not available.
18. Mutation Entry No. 1037 dated December 5, 1995 records that by and under a Sale Deed dated July 20, 1995 registered with the Sub-Registrar of Assurances under Serial No. 1393 of 1995, (i) Mildred D'Souza and others; (ii) Virgin D'Souza and others; and (iii) Ursula D'Souza and others sold, transferred, conveyed and assigned their rights, title and interest in the Fourth Property in favour of P.K. Patel for consideration and on the terms and conditions contained therein.

Comment:

We have not perused any title documents for the period prior to 1995 for the Fourth Property. It appears that the date and registration of this document is incorrectly mentioned, as the searches conducted in the land registry do not reflect this document.

19. By and under a Deed of Conveyance dated April 4, 1995 registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1851 of 1995, (i) Mildred D'Souza, (ii) Melvin D'Souza, (iii) Romeo A. D'Souza, (iv) Queenie T. Drego, (v) Mavis M. D'Souza, (vi) Gladys Rodrigues, (vii) Samson F. D'Souza (all being the heirs of Late Mr. Joseph D'Souza) sold, transferred and conveyed their respective undivided 1/3rd right, title and interest in respect of area admeasuring 1680 square yards forming part of the Fifth Property in favour of Mr. P. K. Patel for the consideration and on the terms and conditions contained therein. Mutation Entry No. 1197 dated May 9, 2016, confirms the same.
20. By and under a Deed of Conveyance dated April 4, 1995 registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1882 of 1995, (i) Mary Magdaline D'Souza, (ii) Benedrine Drego D'Souza, (iii) Joseph Matthew D'Souza (as sole administrator and the executor of the last will and testament dated July 13, 1985 of Ursula Lawrence D'Souza rectified by codicil dated August 30, 1993 to the aforesaid will), sold, transferred and conveyed their respective 1/3rd undivided right, title and interest in respect of the Fifth Property in favour of Mr. P. K. Patel for the consideration and on the terms and conditions contained therein. Mutation Entry No. 1197 dated May 9, 2016, confirms the same.
21. By and under a Deed of Conveyance dated April 4, 1995 registered with the Sub-Registrar of Assurances at Bandra under Serial No. 1883 of 1995, (i) Virgin D'Souza, (ii) Ralph D'Souza, (iii) Balvina D'Souza, (iv) Christopher D'Souza, (v) Godfrey D'Souza, (vi) Glen D'Souza, (vii) Ambrose/ Annrose D'Souza (viii) Freddy D'Souza, (ix) Eyon/ Evonne D'Souza and (x) Kenneth D'Souza (all being the heirs of Late Marian Joseph D'Souza) sold, transferred and conveyed their respective 1/3rd undivided right, title and interest in respect of the Fourth Property and Fifth Property in favour of Mr. P. K. Patel for a consideration and on the terms and conditions contained therein. Mutation Entry No. 1197 dated May 9, 2016, confirms the same.

Comment:

- *From the aforesaid Deed of Conveyance (mentioned at Clause nos. 19, 20 and 21 above), we understand that a portion of the aforementioned properties was reserved for Recreational Ground; further, the total area of the Fourth Property and the Fifth Property is recorded to be 1580 square yards.*
- *Though, the signature of Ralph D'Souza and Freddy D'Souza are not there in the signature clause of the aforesaid Deed of Conveyance however they have signed for (i) admitting the execution of the Deed of Conveyance before the Sub-Registrar of Assurances and also in the (ii) receipt clause of the Deed of Conveyance. Further, we understand that when ICU Legal had published the public notice, Freddy and Ralph had not issued any objection; and*
- *The area of the Fourth Property is reflected as 927 square meters in the aforesaid Deeds of Conveyance.*

22. P. K. Patel made an application to the Collector in order to have land bearing CTS No. 216 sub-divided. Thereafter, by its Order dated March 16, 1996 bearing reference no. LR-2656 the Collector, Mumbai Suburban District, ordered sub-division of land bearing CTS No. 216 admeasuring in total 10,306.60 square meters and clarifying that 216/C admeasures 1,116.80 square meters.

23. Upon P. K. Patel satisfying the terms and conditions set out in the aforesaid Order dated March 16, 1996, by its Order dated October 31, 1996 bearing reference no. ASR- 2650, the Collector, Mumbai Suburban passed a rectification order stating that land bearing CTS No. 216/C admeasures 784.40 square meters.

24. The Property Register Card in respect of CTS No. 216/C reflects another order dated April 6, 1996, bearing reference no. 216/96 passed by the Collector. However, the same is not available for our perusal.

25. By and under a Deed of Conveyance dated August 12, 2012, registered with the Sub-Registrar of Assurances at Bandra under Serial No. 6960 of 2012, P.K. Patel *inter alia* sold, transferred and conveyed various properties *inter alia* the Fourth Property and Fifth Property in favour of Icon for the consideration and on the terms and conditions mentioned therein. The aforementioned Deed of Conveyance mentions that there are structures standing on the properties conveyed under the aforementioned Deed of Conveyance. It is not clear if the structures / tenants form part of the Third Property and Fourth Property However, we have been given to understand by Yukti there are no tenants occupying these properties.

26. By and under a Deed of Conveyance dated April 27, 2012 registered with the Sub-Registrar of Assurances at Bandra under Serial No. 6370 of 2012 Deena (heir of Noel who himself is the heir of Marian) *inter alia* sold, transferred and conveyed all her 1/15th (one fifteenth) undivided right, title and interest in the Fourth Property and Fifth Property in favour of Messrs Shreeji Constructions ("Shreeji") for the consideration and on the terms and conditions contained therein.

27. By and under a Deed of Conveyance dated October 8, 2012 registered with the Sub-Registrar of Assurances at Bandra under Serial No. 8642 of 2012 Audrey (heir of Oswald who himself is the heir of Ursula) *inter alia* sold, transferred and conveyed all her 1/9th (one ninth) undivided right, title and interest in the Fourth Property and Fifth Property in favour of Shreeji for the consideration and on the terms and conditions contained therein.

28. By a Deed of Conveyance dated March 4, 2022, registered with the Sub- Registrar of Assurances under serial no. 4734 of 2022 (a) Icon and (b) Shreeji along with the confirmation of Kishor Prabhakar Diwar sold transferred and conveyed all their right title and interest in various properties including *inter alia* the Fourth Property and Fifth Property onto Yukti on payment of consideration and terms and conditions stated therein.

II. PROPERTY REGISTER CARDS

The property register cards with respect to the Properties reflect as under:

CTS Nos.	Name of holder	Area (in Square Meters)
197	-	395.9
198	-	394
199	-	367.8
216/C	P.K. Patel	784.4
189/A	Reserved for School	1,172.2
189/B	Reserved for RG-3	498.6
189/C	Reserved for RG-4	470
189/D	-	216.1
200	-	2424.6
213/C	-	1394

The Property Register Cards need to be updated to reflect the name of Yukti as the holder of the Properties.

III. ENCUMBRANCES / SEARCH REPORT

Apart from the documents mentioned above and upon perusal of the Land Search Report, we have not observed any mortgages/encumbrances *inter-alia* on the Property.

IV. LITIGATION

The litigation pertaining to the property is more particularly listed in "**Annexure B**".

V. DEVELOPMENT PLAN REMARK

1. DP Remarks 2034 bearing NO. Ch.E./DP34202401111513263 dated January 29, 2024, issued by MCGM records that the Properties fall under residential zone.

OPINION

Subject to what is stated hereinabove as well as the outcome of the litigation mentioned in our Memo, Yukti Infraprojects LLP is the Owner of the Properties bearing CTS Nos. 189/A, 189/B, 189/C, 189/D, 197 to 200, 213/C and 216/C in total admeasuring to an aggregate area of 8117.6 square meters.

Our Legal Title Report is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Legal Title Report.

Dated this 21st day of March, 2024.

M.Swain
..

DSK Legal

Housiey.com

Annexure "B"
List of litigation

1. Claims of Conwood

- By and under an Agreement dated June 30, 1981, read along with First Supplemental Agreement dated July 28, 1985 and Second Supplemental Agreement dated September 14, 1988 read along with Powers of Attorney dated June 30, 1981 and September 14, 1988 ("Conwood Agreements"), the Society granted development rights in respect of various properties in favour of Conwood Developers Private Limited ("Conwood"), for the consideration and on the terms and conditions contained therein.
- The Society had filed a Suit No. 1776 of 1997 before the Hon'ble High Court at Bombay against Conwood and others for specific performance of the Conwood Agreements. The Society through a letter dated August 13, 2005 addressed by its advocate, Clive D'Souza to Conwood terminated / revoked the Conwood Agreements. Conwood had filed a counter claim in the aforementioned suit, bearing Counter Claim No. 3317 of 2006. However, the Suit bearing No. 1776 of 1997 was disposed off by the Hon'ble High Court at Bombay *vide* its order dated February 21, 2012. Further, the Hon'ble High Court at Mumbai by its order dated November 13, 2013, allowed the counter claim to be withdrawn on the request of the advocate of Conwood.
- The search report reflects *lis pendens* registered under Serial No. 1511 of 2005 filed by the then Secretary of the Society, Vincy D'mello.

2. Claim of Church of Our Lourdes

- One of the conditions in the Indenture (as setout in Clause 1 hereinabove) stated that 'the Society would offer to sell to the Vendor (therein) plot or plots of an aggregate area admeasuring not less than 2/3rd of areas of the land conveyed under the aforesaid Indenture at the cost more particularly stated therein'. Pursuant to the aforementioned clause, an Article of Agreement dated November 23, 1981 ("Article of Agreement"), was executed between, Fr. Denis Pereira, the Parish Priest of the Church, the Society and Conwood. In terms of the Articles of Agreement, the Church agreed to release its rights under the Indenture subject to (i) the Society paying the Church a consideration of Rs.6,77,155/- (Rupees Six Lakh Seventy-Seven Thousand One Hundred and Fifty-Five only); and (ii) Conwood paying the Church a sum of Rs.20,00,000/- (Rupees Twenty Lakh only) in various instalments as set out in the Article of Agreement.

Comment:

At the time of execution of Articles of Agreement, the Society had paid to the Church a sum of Rs.2,77,155/- (Rupees Two Lakh Seventy-Seven Thousand One Hundred and Fifty-Five only) and Conwood had paid a sum of Rs.5,00,000/- (Rupees Five Lakh only).

- Father Jonathan Dias and the Church a Summary Suit bearing No. 2822 of 1988 in the Hon'ble High Court at Bombay against Conwood for recovery of monies due under the Articles of Agreement. By and under its order dated December 5, 2003, the Hon'ble Court allowed the Plaintiff to withdraw the suit.
- We understand that the entire amounts payable to the Church have been paid and that no further amounts are due and payable.

3. Civil Writ Petition No. 10725 of 2015 before the Hon'ble High Court at Bombay

- By and under its Order dated September 15, 2015 in Revision Case No. 27 of 2008 before the Chief Controlling Revenue Authority, Maharashtra, Pune, the Chief Controlling Revenue Authority, Maharashtra stated that the stamp duty paid on the Deed of Conveyance dated May 9, 2007 was deficit as the market value of the property was not calculated accurately and thus ordered Transcon to pay the deficit sum of Rs.2,03,07,750/- (Rupees Two Crore Sixty One Lakh Fifty Four Thousand Nine Hundred and Sixteen only) within 30 (thirty) days therefrom.
- Transcon has filed a Civil Writ Petition against the State of Maharashtra and another challenging the aforesaid Order dated September 15, 2015. The Hon'ble High Court at Bombay has by its Order dated October 27, 2015, granted stay on the aforesaid Order dated September 15, 2015 subject to Transcon depositing a sum of Rs. 1,00,00,000/- (Rupees One Crore only) with the High Court on or before November 20, 2015.
- Transcon has deposited the aforesaid amount of Rs. 1,00,00,000/- (Rupees One Crore only) with the Hon'ble High Court at Bombay, and the same is recorded in the order dated November 24, 2015 of the Hon'ble High Court at Bombay.
- As on date the Civil Writ Petition is pending.
- Ruhi Mary Thomas and others have filed Civil Application No. 3397 of 2015 in the captioned Civil Writ Petition *inter alia* praying that they be joined as interveners / party to the captioned Civil Writ Petition.

4. Civil Application No. 24658 of 2019 before the Hon'ble High Court at Bombay

- It was alleged that one Gustin Andru Patel ("Gustin") (deceased on March 20, 1957) was cultivating the property bearing Survey No. 43/4 and 44/3 ("Suit Lands") during his lifetime. In the year 1955, the revenue authorities *vide* Mutation Entry nos. 371 and 405 recorded the name of Gustin as a 'protected tenant'. Pursuant to the death of Gustin, his legal heirs that is (i) Paul Ignatius Periera; (ii) Piedade Sebastian Patel; (iii) James. S. Patel; (iv) Modian John Patel; (v) Teresa Anthony Pareira; (vi) Herman John Patel; (vii) Stephen John Patel; (viii) Leena Hillary Patel; (ix) Renewald John Patel; and (x) Philomina Joseph Patel (hereinafter referred to as "LR's of Gustin") allegedly carried on cultivation activity upon the Suit Lands till the year 2004.
- In the year 2004, the LR's of Gustin made an application before the Tehsildar, Borivali for an heirship enquiry and for the purpose of getting their names mutated in the record of rights in respect of the Suit Lands.
- By and under a Development Agreement dated June 30, 1981, Conwood had obtained the development rights of the Suit Lands and accordingly filed an application before the Tehsildar Borivali on or about April 20, 2004 for deleting the name of Gustin from the record of right in respect of the Suit Lands. Pursuant thereto, the Tehsildar, Borivali by an intimation bearing no. ME/WS/847/2004 rejected the aforesaid application filed by Conwood and entered the names of the LR's of Gustin in the record of rights in respect of the Suit Lands.
- Being aggrieved by the aforesaid order / intimation, Conwood filed an Appeal bearing no. BLN/RTS/A-8/2005 before the Learned Sub-Divisional Officer, Mumbai Sub-urban District ("Ld. SDO, MSD"). On September 24, 2005, the Ld. SDO, MSD partly allowed the appeal filed by Conwood and thereby the name of Gustin was deleted from the record of right of the Suit Lands. However, the Ld. SDO, MSD

rejected Conwood's prayer to have its name mutated in the record of right in respect of the Suit Lands.

- Aggrieved by the aforesaid, the LR's of Gustin filed an Appeal bearing no. C/RTS/A-23/2005 before the office of Learned Deputy Collector which came to be dismissed on October 9, 2006.
- Pursuant thereto, the LR's of Gustin filed a Revision Application bearing No. 364 of 2008. The Learned Deputy Collector rejected the Revision Application *vide* Order dated March 30, 2013 and thereby *inter alia* confirmed the aforesaid Order dated October 9, 2006. Being aggrieved by the aforementioned Order, the LR's of Gustin filed a Writ Petition No. 6853 of 2014 before the Hon'ble High Court at Bombay. The Hon'ble High Court at Bombay dismissed the same by its Order dated June 13, 2017.
- Being aggrieved by the Order dated June 13, 2017 passed by the Hon'ble High Court at Bombay in the Writ Petition No. 6853 of 2014, as is mentioned hereinabove, Paul Ignatius Periera filed Civil Application No. 1697 of 2017 *inter alia* praying that (i) the Order dated June 13, 2017 be set-aside; and (ii) the Writ Petition bearing no. 6853 of 2014 be restored. By and under an Order dated August 1, 2019, the aforementioned Civil Application No. 1697 of 2017 was dismissed for want of prosecution.
- Being aggrieved by the Order dated August 1, 2019 passed by the Hon'ble High Court at Bombay in Civil Application No. 1697 of 2017, mentioned hereinabove, Paul Ignatius Periera filed the captioned Civil Application No. 24658 of 2019 *inter alia* praying that (i) the Order dated August 1, 2019 be set-aside; and (ii) the Writ Petition bearing No. 6853 of 2014 be restored to its original.

5. Suit No. 3338 of 1996 before the Hon'ble High Court at Bombay

- Ursula D'Souza, Marian D'Souza and Mildred D'Souza had executed an Agreement for Sale dated March 6, 1974 ("Agreement") in respect of various properties *inter alia* Original Land in favour of Nandlal Peswani ("Peswani").
- Peswani filed Suit bearing No. 3338 of 1996 before the Hon'ble High Court at Bombay against Mildred D'Souza and others for specific performance of the Agreement.
- On August 2, 2002, Hilda D'Souza and Darryl D'Souza filed consent terms and confirmed that they had no right, title and interest in CTS No. 216. Further, Louis and Deena were represented by NKS Partners in the aforesaid Suit. Though, Louis and Deena could have raised objections to the title of Space Developers to the Land, it appears that they have not done the same.
- By its Order dated October 30, 2018, the Hon'ble High Court at Bombay disposed the suit pursuant to settlement between the parties to the suit.
- Upon perusing the search report, we understand that a notice of *lis pendens* has been registered under serial No. 4002 of 1997 in respect of the aforementioned litigation. It is advisable that the same is deleted.

The search report also reflects a notice of *lis pendens* registered under Serial 4700 of 2001. From the notice of *lis pendens* we understand that Ram Narindas Sadhwani had filed Suit No. 1496 of 2001 against Jagat Parikh and Satpal Malhotra for specific performance of the Agreement executed between them. The aforementioned suit makes

reference to CTS No. 198 and 216. Though we have not perused the suit papers, on perusal of the High Court website we understand that the suit is dismissed.

6. S.C. Suit No.2894 of 2022 before Bombay City Civil Court at Dindoshi, Borivali Division

- One Linganna Desham Panchal ("Panchal") has filed the captioned Suit No.2894 of 2022 against (i) Rony Meneges and (ii) M/s Transcon LLP Yukti Infrastructure Builder and Developers contending that he is the owner of Room No. 12 standing on the land bearing CTS No.197, 198, 199 and 216/C.
- It has been further contended that, Panchal has handed over possession of the room no. 12 premises to Defendant no. 1 i.e. Rony Meneges. It is further recorded that the concerned premises has been demolished with an assurance that a Permanent Alternate Accommodation shall be executed in his favour.
- It has been further contended that, Rony Meneges assigned his development rights to M/s Transcon LLP Yukti Infrastructure Builder and Developers without his consent and without entering into a Permanent Alternate Accommodation Agreement.
- Panchal has filed the above-mentioned suit seeking directions from Hon'ble Court against Rony Meneges and M/s Transcon LLP Yukti Infrastructure Builder and Developers, to enter and execute a Permanent Alternate Accommodation Agreement in his favour.
- We have been informed that no orders are passed and as on date, the Suit is pending.

7. Short Cause Suit No.932 of 2023 before Bombay City Civil Court at Dindoshi, Borivali

- Based on the papers provided to us, it appears that one Francis Anthony Xavier has filed Suit No.932 of 2023 against (i) Yukti, (ii) Chief Executive, Slum Rehabilitation Authority and (iii) Municipal Corporation of Greater Mumbai *inter alia* claiming to be a lawful occupant and challenging development rights of Yukti in respect of land (i) bearing CTS No.198 bearing corresponding to Survey No.38 Hissa No.5 and (ii) CTS No.199 bearing corresponding to Survey No.43, Hissa No.2. Further, Francis Anthony Xavier has also filed Notice of Motion No.1703 of 2023 in the abovementioned suit *inter alia* seeking Temporary Injunction against Yukti from carrying out any redevelopment activities in respect of the Suit Plot up and until final disposal of the Suit.
- We have been informed that no orders are passed and as on date, the Suit is pending.