

**LEGAL TITLE REPORT**

Date: 27.09.2024

**Sub:** Title clearance report with respect to all that piece and parcel of land admeasuring about 1374.96 sq. mtrs or thereabouts Plot bearing **CTS NO. 268A/1(PT.), C.S NO. 161** ("the said Land") along with 768.79 sq. mtrs or thereabouts ("Tit Bit & Internal Road") and 256.13 sq. mtrs or thereabouts ("R-2[b] Plot") both bearing City Survey No. 268A/1 (pt), C.S No. 161 and situated at Siddharth Nagar, Goregaon (West), Mumbai – 400 104 in the Registration District of Mumbai City and Mumbai Suburban ("the said Property").

1. We have investigated the title of the Property based on the request of Sushanku Realty Private Limited (Promoter), and the following documents:-

**1) Description of the Property:**

All that piece and parcel of land admeasuring about 1374.96 sq. mtrs or thereabouts ("the said Land") bearing **CTS NO. 268A/1(PT.), C.S NO. 161** along with 768.79 sq. mtrs or thereabouts ("Tit Bit & Internal Road") and 256.13 sq. mtrs or thereabouts ("R-2[b] Plot") both bearing **CTS NO. 268A/1(PT.), C.S NO. 161** and situated at Siddharth Nagar, Goregaon (West), Mumbai – 400 104 in the Registration District of Mumbai City and Mumbai Suburban

**2) The Documents pertaining to the Property:**

- Lease Deed dated May 2, 1975 and registered with the office of the Sub-registrar of Assurances under Serial No. PBDR – 2/68 of 1995
- Conveyance Deed dated January 6, 1995 and registered with the office of the Sub-registrar of Assurances under Serial No. PBDR-2/70 of 1995
- Development Agreement dated November 16, 2022 and registered with the office of the Sub-registrar of Assurances under Serial No. BRL6-23148 of 2022

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- Supplementary Agreement dated February 13, 2024 and registered with the office of the Sub-registrar of Assurances under Serial No. BRL7-3059 of 2024

**3) Property Card:**

Extract of the Property register Cards in respect of the Property issued by the concerned authority.

**4) Search Report:**

Search Report dated March 8, 2024 issued by Shrinivas A. Chipkar, Property Investigator for the last 30 years.

2. On perusal of the above-mentioned documents and all other documents pertaining to the title of the Property, we are of the opinion that the title of Sushanku Realty Private Ltd (promoter) as developers of the said Property are clear and marketable and with/without any encumbrances.

**Owner of the Property: MHADA** (Maharashtra Housing and Area Development Authority)

**Lessee of the Property: Trupti Bhavan Co-operative Housing Society Ltd:** Building no.37 comprising of Ground + 4 floors bearing City Survey No. 268 A/1 (part) situate at New Siddharth Nagar, Goregaon (West), Mumbai – 400 104

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

Dated this 27<sup>th</sup> day of September, 2024

  
R-1, Sai Niwas, Sai Nagar,  
Bagwe Compound, T. P. Rd,  
Bhandup, Mumbai 400078.  
Mob.: 9769095347.  
**C.J.Kambli**  
**Advocate**

Encl: Annexure "A"

**Annexure "A"**

**Flow of title in respect of the Property**

**Re:** Title clearance report with respect to all that piece and parcel of land admeasuring about 1374.96 sq. mtrs or thereabouts bearing City Survey No. 268 A/1 (pt) ("**the said Land**") along with area admeasuring 768.79 sq. mtrs or thereabouts ("**Tit Bit & Internal Road**") and 256.13 sq. mtrs or thereabouts ("**R-2[b] Plot**") both bearing City Survey No. 268 (pt) and situated at Siddharth Nagar, Goregaon (West), Mumbai – 400 104 in the Registration District of Mumbai City and Mumbai Suburban ("**the said Property**").

As per your instructions, we have investigated the title of the Property based on the request of Sushanku Realty Private Limited. ("**SRPL**").

For the purposes of this Legal Title Report:

1. We have caused search to be conducted by Mr. Shrinivas A. Chipkar (Property Investigator) who has conducted searches in the concerned office of the Sub-Registrar of Assurances in respect of the said Property.
2. We have issued public notice dated \_\_\_\_\_ published in \_\_\_\_\_ and \_\_\_\_\_ inviting objections / claims in respect of the Property. Till date we have not received any objections or claims in response to the same.
3. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the Property nor have commented on the zoning and development aspects etc., thereof.

**FLOW OF TITLE**

- A. Maharashtra Housing and Area Development Authority (MHADA) is the owner of the land described hereinbelow.

- B. By an Indenture of Lease dated 06<sup>th</sup> January, 1996, made between Maharashtra Housing and Area Development Authority [**MHADA**] (as the Lessor and therein called "the Authority" of the One Part) and Trupti Bhavan Co-operative Housing Society Ltd., (therein and hereinafter also called "**the Society**" of the Other Part), MHADA demised by way of lease unto the said Society, all and singular the land admeasuring 1374.96 sq. mtrs. situate at Survey no. 161 (part), C.T.S. No. 268 (part) at Pahadi Goregaon situate lying and being at New Sidharth Nagar, Goregaon (West) Mumbai being the land or plot situate and lying underneath and appurtenant to the Building no. 37 (hereinafter referred to as the said "**Land**");
- C. By a Deed of Sale dated 6<sup>th</sup> January 1996, executed by and between MHADA (therein referred to as the **Vendor/Authority**) and the said Society (therein referred to as the **Purchaser/Society**), the Authority as the absolutely Owner of Building no. 37 ("**the said Building**") built by them on the said Land, did thereby convey, grant and assure unto the Society by way of sale, all the property consisting of 80 tenements in the Building no. 37 (being the said Building) standing on the said Land for the consideration and on the terms and conditions set out therein.
- D. In the premises, Maharashtra Housing and Area Development Authority is the Owner of the said Land, the Society is the leasehold member/ Lessee of the said Land and further the Society is the Owner of the said Building consisting of 80 residential flats/ units.
- E. By Tripartite Development Agreement dated 16<sup>th</sup> November 2022 (the said "**Tripartite Development Agreement**") executed by and between the Society (therein also referred to as "the Society"); the 80 members of the Society (therein referred to as "the Members"), and the Sushanku Realty Private Ltd. (therein and hereinafter also referred to as "the Developers") and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No: BRL 6-23148-2022, the Society and its Members have granted unto and in favor of the Developers exclusive Development

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- rights in respect of the said Land, viz. Plot of land admeasuring about 1374.96 sq. meters bearing City Survey No. 268 A/1(pt) situate at New Siddhartha Nagar, Goregaon (W), Mumbai-400104, together with said Building then standing thereon bearing no. 37, more particularly described in the Schedule thereunder written for the consideration and on the terms and conditions set out therein;
- F. Under the said Tripartite Development Agreement dated 16<sup>th</sup> November 2022, the Society and its members have represented to the Developers that Tit-Bit plot area abutting to the said land of the Society shall be available on payment of price in respect thereof to Mumbai Housing and Area Development Board (MHADA).
- G. Under the said Tripartite Development Agreement dated 16<sup>th</sup> November 2022, The Society and its Members also represented to the Developers that, an additional area adjoining the society's plot i.e. the said Land and classified as "R-2" may also be available for allotment to the Society, subject to such terms and conditions as deemed fit by MHADA.
- H. We are informed that, pursuant to the representation of the Society and during finalization of the aforesaid Tripartite Development Agreement dated 16<sup>th</sup> November 2022, the Developers have in the name of the Society made application to MHADA for allotment of tit bit land/allotment of additional built up area under DCPR 2034, Clause 33(5) and for the allotment of R-2(b) plot, adjoining the said Land, so that the same can be re-developed along with the said Land under an amalgamation scheme or one composite scheme or such other scheme or manner as the Developers may deem fit.
- I. By Offer Letter dated 23<sup>rd</sup> March 2023, bearing no. CO/MB/REE/NOC/F-1437/829/2023 (the said "Offer Letter"), MHADA has approved allotment of the following:
- (a) Allotment of Addl. BUA of 7,695.92 m<sup>2</sup> (Residential Use) (i.e. 6,389.55 m<sup>2</sup> Addl. BUA + 3,534.40 m<sup>2</sup> Pro-rata BUA - 2,228.03 m<sup>2</sup> Existing BUA)

on plot area admeasuring 2129.85 m<sup>2</sup> (1374.96 m<sup>2</sup> Lease deed + 754.89 m<sup>2</sup>) as per approved layout. ("**the said Additional Built up Area**")

(b) Allotment of part of R-2(b) plot admeasuring 256.13 m<sup>2</sup> adjoining the Societies Plot on sharing basis. Thus the permissible built up area on the land is 768.39 m<sup>2</sup> [i.e. 307.35 m<sup>2</sup> society share + 461.04 m<sup>2</sup> MHADA's share]

For the consideration and on the terms and conditions as set out therein.

I. Under the said Offer letter, the land area as per approved layout is recorded as 2129.85 sq. mtrs and as per demarcation is recorded as 2143.75 sq. mtrs. (comprising of Area admeasuring 1374.96 m<sup>2</sup> as per Lease Deed, Area admeasuring 532.35 m<sup>2</sup> being the Tit Bit Plot Area and an area admeasuring 236.44 m<sup>2</sup> being the area of Internal Road). The Area admeasuring 532.35 m<sup>2</sup> being the Tit Bit Plot Area and an area admeasuring 236.44 m<sup>2</sup> being the area of Internal Road are hereinafter referred to as "**the said Tit Bit Land**".

J. By the said Offer letter, MHADA has also approved the allotment of part of R-2(b) plot admeasuring 256.13 m<sup>2</sup> adjoining the said Land on sharing basis for the consideration and on the terms and conditions set out therein. The aforesaid R-2(b) Plot admeasuring 256.13 m<sup>2</sup> adjoining the society's land is hereinafter referred to as "**the said R-2(b) Plot**".

K. The said Offer Letter is issued subject to compliance of the terms and conditions set out therein *inter alia*

- a. Payment of premium to MHADA as set out in the said Offer letter.
- b. Responsibility with regard to the encroachment on the said R-2(b) Plot;
- c. Handing over of net built up area of 461.04 sq. mtrs. (with fungible 622.40 sq. mtrs.) to MHADA free of cost in the form of constructed residential tenements of carpet area preferable upto 45 sq. mtrs.each;
- d. Execution of requisite documents as required and called for by MHADA whether set out in the said Offer Letter or requisitioned later including

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Tripartite Agreement for surrender of Area/ Supplementary Lease Deed as set out in the said Offer letter.

- L. The Society has informed us that Developers with the consent and confirmation of the Society, are in the process of facilitating the allotment of the said R-2(b) plot to the said Society, by complying with the pre-conditions set out in the said Offer letter including payment of consideration as set out therein.
- M. In consideration of the Developers agreeing to comply with their obligations under the said Development Agreement and in further consideration of the Developers complying/facilitating compliance with the pre-conditions set out in the said Offer Letter at their cost, the Society has agreed to grant development rights in respect of the said R-2(b) plot and the said tit bit land along with rights to utilise and develop the said additional built up area unto and in favour of the Developers on the same terms and conditions as set out in the Tripartite Development Agreement dated 16<sup>th</sup> November 2022 as more particularly set out in the Supplemental Development Agreement dated 13<sup>th</sup> February, 2024 executed by and between the said Society and the said Developers and duly registered with the Office of the Sub Registrar of Assurances at Borivali under Serial no. BRL7-3059-2024.
- N. Upon grant of development rights as set out under the said Tripartite Development Agreement and the said Supplemental Agreement, the Developer is entitled to develop the said Property as more particularly set out therein, and deal with its entitlement as per the terms thereof.

**PROPERTY REGISTER CARD**

The Property Register Card in respect of CTS no. \_\_\_\_\_ stands in the name of \_\_\_\_\_

**ENCUMBRANCES IN THE SEARCH REPORT AFTER SEARCH AT THE OFFICE OF THE SUB-REGISTRAR OF ASSURANCES**

Upon Perusal of the Search Report, we observe that there are no mortgages/ encumbrances on the said Property.

**DEVELOPERS REPRESENTATIONS:**

1) We have not been furnished with a copy of the Property tax bills and/or receipts in respect of the said property however, we have been informed by the Developer that all the outstanding dues in respect of the said property have been paid in full till date and there are no arrears in respect thereof.

2) The Developer has informed us that there are no encumbrances or mortgages created by the Developer in respect of its entitlement under the said Tripartite Development Agreement read with the said Supplemental Agreement or on the said Property.

**LITIGATIONS:**

Online Search is taken for identifying Litigation in respect of the said Property at the website of various courts and forums. Nil Litigations are found on such websites with respect to the said property, which finding is subject to difficulty in proper verification of pending litigations in respect of properties due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of the matters referred to arbitration.

**OBSERVATION**

Upon grant of development rights as set out under the said Tripartite Development Agreement and the said Supplemental Agreement, the Developer is entitled to develop the said Property as more particularly set out therein, and deal with its entitlement as per the terms thereof.

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 also based upon and limited to the information provided

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to us and the assurance of the Developer that the information provided to us is the only information available as regards to the said Property or its Development is concerned. Any variance of facts or of law may cause a corresponding change in our Legal Title Report.

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Bagwe Compound, T. P. Rd,  
Bhandup, Mumbai 400078.  
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