



# WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

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NL/NAR/10331/3771/2024

Date: 5<sup>th</sup> November, 2024

To,  
**MahaRERA**  
6<sup>th</sup> and 7<sup>th</sup> Floor, Housefin Bhavan,  
Plot No. C-21, E Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051

## LEGAL TITLE REPORT

**Re:** All those pieces and parcels of land collectively admeasuring 13,130.90 square meters bearing CTS Nos. 204/A, 204/B, 204/C of Village Sahar, Taluka - Vile Parle and District - Mumbai Suburban, lying, being and situated at Andheri- Kurla Road, Near J. B. Nagar, Andheri (East), Mumbai - 400 059 ("the said Land") together with 5 buildings comprising of 17 wings having 20 flats per wing standing thereon ("the said Buildings"). The said Land and the said Buildings are hereinafter collectively referred to as "the said Property".

1. We are investigating title of **CHANDAK REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 807-808, Hubtown Solaris, 8<sup>th</sup> Floor, N.S. Phadke Marg, Opposite Teli Gali, Near Regency Hotel, Andheri (E), Mumbai - 400 069 ("the Developer") to develop the said Property under the applicable provisions of Regulation 33(9) of the Development Control and Promotion Regulation for Greater Mumbai, 2034 ("DCPR"), as amended, modified and reinstated from time to time.

(i) **Description of the said Property:**

(a) All those pieces and parcels of land collectively admeasuring 13,130.90 square meters bearing CTS Nos. 204/A, 204/B, 204/C of Village Sahar, Taluka - Vile Parle and District - Mumbai Suburban, lying, being and situated at Andheri- Kurla Road, Near J. B. Nagar, Andheri (East), Mumbai - 400 059, along with the structures standing thereon.

(ii) **Documents of allotment of the said Property:**

(a) By and under an Indenture dated 31<sup>st</sup> May, 1979 executed by and between (a) Ardaseer Cursetjee Pestonjee Wadia, (b) Mary Cursetjee Pestonjee Wadia, (c) Jehangir Ardaseer Cursetjee Wadia, and (d) Rutty Cursetjee Pestonjee Wadia the trustees of the last will of Ardaseer Hormarjee Wadia (therein referred to as the 'Vendors') of the First Part and (a) Rajnikant Purshotam Patel, (b) Jayantibhai Govardhanbhai Patel, (c) Velji Karson Sha, and

- (d) Shamji Karson Sha (therein referred to as the 'Confirming Parties') of the Second Part, and Mahapalika Laghuvetan Karmachari Sahakari Gruhnirman Sanstha Maryadit (therein referred to as the 'Purchaser' and hereinafter referred to as "**the said Society**") of the Third Part, registered with the Sub-registrar of Assurances under Serial No. BOM-S/1761/1979, the Vendors therein sold, transferred and conveyed inter-alia the said Land to the said Society and the Confirming Parties therein confirmed the same, in the manner as set out therein.
- (b) By and under the Development Agreement dated 19<sup>th</sup> April, 2023 ("**the said Development Agreement**") executed by and between the said Society of the First Part (therein referred to as 'the Society'), the members of the said Society (a list which members is set out in the Second Schedule of the Compendium (as defined below)) (therein and hereinafter referred to as "**the said Members**") of the Second Part and the Developer of the Third Part (therein referred to as 'the Developer') and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-18/6853/2023, the said Society granted development rights with respect to inter-alia the said Land in favour of the Developer, in the manner as set out therein. The said Members have confirmed the said Development Agreement.
- (c) By and under Power of Attorney dated 19<sup>th</sup> April, 2023 and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-18/6914/2023, the said Society granted various powers and authorities with respect to inter-alia said Land in favour of the Developer, in the manner as set out therein.
- (d) By and under Letter of Intent dated 28<sup>th</sup> February, 2024 ("**the said LOI**") issued by MCGM, MCGM has sanctioned the cluster redevelopment scheme under the provisions of 33(9) of the DCPR in respect of land bearing CTS No. 204/A to C, 209, 209/1 to 21 of Village Sahar (after deducting area of the encroachment thereof) in favour of the Developer, in the manner and on the terms and conditions as set out therein. The Developer has declared that a portion of the aforesaid land bearing CTS No. 204/A to C, 209, 209/1 to 21 of Village Sahar admeasuring 2,801.44 square meters and bearing CTS No. 209, 209/1 to 21 (admeasuring 1,437 square meters) and CTS No. 204/A (part) and 204/C (part) (admeasuring 1,346.44) is encroached, and such encroached portion has been excluded from the cluster redevelopment scheme sanctioned under the said LOI and the net plot area of the land on which the cluster redevelopment scheme is being implemented is 11,142.66 square meters forming part of the said Land.
- (e) MCGM has issued Intimation of Disapproval dated 11<sup>th</sup> June, 2024 in respect of construction of the New Buildings on land bearing CTS No. 204/A to C, 209, 209/1 to 21 of Village Sahar (after deducting area of the encroachment thereof), in the manner and on the terms and conditions as set out therein. The Developer has declared that a portion of the aforesaid land bearing CTS No. 204/A to C, 209, 209/1 to 21 of Village Sahar admeasuring 2,801.44 square meters and bearing CTS No. 209, 209/1 to 21 (admeasuring 1,437 square meters) and CTS No. 204/A (part) and 204/C (part) (admeasuring 1,346.44) is encroached, and such encroached portion has been excluded under aforesaid Intimation

of Disapproval and the net plot area of the land on which the new buildings are proposed to be constructed is 11,142.66 square meters forming part of the said Land.

(iii) Revenue Records

- (a) We have perused Property Register Card dated 25<sup>th</sup> January, 2024 of the land bearing CTS No. 204/A of Village Sahar, Taluka Vile Parle and the same inter-alia reflects as follows:
- (i) The area of this land is reflected as 12,334.40 square meters.
  - (ii) The name of the said Society is reflected as owner/holder thereof.
  - (iii) By and under an Order dated 16<sup>th</sup> August, 1982 bearing Reference No. Sahar/ CTS No. 192/82 passed by the City Survey Officer, No. 9, the City Survey Officer, No. 9 added an area admeasuring 182 square meters from and out of land bearing CTS No. 204 to land bearing CTS No. 197.
  - (iv) By and under an area correction Order dated 21<sup>st</sup> May, 1992 bearing Reference No. REV-44/CTS3/4A/Appeal/S.R.245A/1992, the following was undertaken:
    - (i) out of the area of land bearing CTS No. 204 admeasuring 12,953.00 square meters, an area admeasuring 134.6 square meters was added to land bearing CTS No. 205 through mutual exchange and a note of the remaining area being 12,818.4 square meters after deducting the same was made.
    - (ii) further, an area admeasuring 266.20 square meters forming part of land bearing CTS No. 205 was added to land bearing CTS No. 204, thus the area of land bearing CTS No. 204 was noted as 13,084.6 square meters.
  - (v) By and under the Order dated 31<sup>st</sup> March, 1997 of Collector, Mumbai Suburban and as Order of Hon'ble City Survey Officer, No. 9, Mumbai Suburban of October, 1997,
    - (i) an area admeasuring 46.30 square of land bearing CTS No. 204/1 meters was added to the area of 13,084.6 square meters of land bearing CTS No. 204 and property register card of CTS No. 204/1 was cancelled. Pursuant thereto, area admeasuring 641.80 square meters and 154.70 square meters were subtracted from the aforesaid area of 13,130.9 square meters of land bearing CTS No. 204 and the area of land bearing CTS No. 204 was finalized as 12,334.40 square meters,
    - (ii) land bearing CTS No. 204 admeasuring 12,334.40 square meters was assigned CTS No. 204/A and a new property register card for the same was

opened and the said Society was recorded as the holder thereof,

- (iii) land admeasuring 641.80 square meters was given CTS No. 204/B and a new property register card for the same was opened and the said Society was recorded as the holder thereof. This land is under D. P. road, and
- (iv) land admeasuring 154.70 square meters was given CTS No. 204/C and a new property register card for the same was opened and the said Society was recorded as the holder thereof.

(b) We have not been provided with copies of any of the aforesaid documents reflected on the property register card of the land bearing CTS No. 204/A of Village Sahar, Taluka Vile Parle. Hence, for the purposes of issuance of this Report on Title, we have assumed the contents of the same to be true and correct and this Report is subject to the same.

(c) We have perused Property Register Card dated 26<sup>th</sup> April, 2023 of the land bearing CTS No. 204/B of Village Sahar, Taluka Vile Parle and the same inter-alia reflects as follows:

- (i) The area of this land is reflected as 641.80 square meters.
- (ii) The name of the said Society is reflected as owner/holder thereof.

(d) We have perused Property Register Card dated 26<sup>th</sup> April, 2023 of the land bearing CTS No. 204/C of Village Sahar, Taluka Vile Parle and the same inter-alia reflects as follows:

- (i) The area of this land is reflected as 154.70 square meters.
- (ii) The name of the said Society is reflected as owner/holder thereof.

(iv) **Searches undertaken at the office of Sub-Registrar of Assurances:**

(a) We have caused searches to be undertaken at the office of the concerned Sub-Registrar of Assurances through search clerk. In this regard, the search clerk has furnished us search report dated 3<sup>rd</sup> April, 2024, details of the same are set out in the Compendium (as defined below).

2. On perusal of the above documents and the other relevant documents as set out in **Annexure “1”**, and subject to (i) all that is stated herein above (including the annexures hereto) (ii) the pending litigations in as set out in the Compendium (as defined below), (iii) the payment of the outstanding property taxes as set out in the Compendium (as defined below), (iv) the terms and conditions of all the approvals obtained / to be obtained by the Developer from time to time (including Letter of Intent dated 28<sup>th</sup> February, 2024 i.e. the said LOI) and (v) obtainment of all the approvals and permissions for the development of the said Property including payment of the necessary amounts and dues premiums, charges, unearned income, as are applicable, we are of the opinion that the Society is the owner of the said Land viz. land bearing CTS Nos. 204/A, 204/B, 204/C of Village Sahar, Taluka - Vile Parle and District - Mumbai Suburban, lying, being and

situated at Andheri- Kurla Road, Near J. B. Nagar, Andheri (East), Mumbai – 400 059 and the title of the Society and the Developer to develop the said Property in accordance with the said Development Agreement is clear and marketable.

3. The Compendium on Title dated 5<sup>th</sup> November, 2024 ("Compendium") reflecting the flow of title of the Developer with respect to development of the said Property is enclosed herewith as **Annexure "1"**. This Legal Title Report must be read together with all that is stated in the **Annexure "1"**.

Dated this 5<sup>th</sup> day of November, 2024.

For Wadia Ghandy & Co.



N. H. Patel  
Partner

Encl: Annexure "1" (Compendium dated 5<sup>th</sup> November, 2024)

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ADVOCATES, SOLICITORS & NOTARY

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## Annexure "1"

(To the Legal Title Report dated 5<sup>th</sup> November, 2024)

### COMPENDIUM ON TITLE

Re: All those pieces and parcels of land collectively admeasuring 13,130.90 square meters bearing CTS Nos. 204/A, 204/B, 204/C of Village Sahar, Taluka - Vile Parle and District - Mumbai Suburban, lying, being and situated at Andheri-Kurla Road, Near J. B. Nagar, Andheri (East), Mumbai - 400 059 ("the said Land") together with 5 buildings comprising of 17 wings having 20 flats per wing standing thereon ("the said Buildings"). The said Land and the said Buildings are hereinafter collectively referred to as "the said Property". The said Land is more particularly described in the First Schedule hereunder.

#### A. INTRODUCTION

1. We are investigating title of **CHANDAK REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 807-808, Hubtown Solaris One, 8<sup>th</sup> Floor, N. S. Phadke Marg, Opposite Teli Gully, Andheri (E), Mumbai - 400 069 ("the Developer") to undertake development of the said Property pursuant to the said Development Agreement (as defined below) executed by Mahapalika Laghuvetan Karmachari Sahakari Gruhnirman Sanstha Maryadit, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 under registration No. BOM/HSG/5407A and having its address at Ekamata Nagar, A. K. Road, J. B. Nagar, Andheri (East), Mumbai - 400 059 ("the said Society") in favour of the Developer.

#### B. STEPS

1. For the purposes of investigating title of the said Property, we have undertaken the following steps
  - (a) Perused original deeds, documents and writings pertaining to the said Property, a list whereof is set out in the **Annexure "A"** hereto.
  - (b) Perused copies of the deeds, documents and writings pertaining to the said Property, a list whereof is set out in the **Annexure "B"** hereto.
  - (c) Caused search clerk Mr. Ashish Jhaveri to undertake searches at the office of the concerned Sub-Registrar of Assurances for a period of 70 years from 1955 to 3<sup>rd</sup> April, 2024. We have relied on the Search Report.

dated 3<sup>rd</sup> April, 2024 issued by search clerk Mr. Ashish Jhaveri, in this regard, details whereof are set out in the Paragraph C.10(a)

- (d) Caused M/s. Jayshree Dagli & Associates to undertake searches of the Developer at the Registrar of Companies. We have relied on the Report dated 12<sup>th</sup> April, 2024 issued by M/s. Jayshree Dagli & Associates, in this regard, details whereof are set out in the Paragraph C.10(b).
- (e) Caused Cubic Tree Solutions Private Limited to undertake online litigation search of the Developer. We have relied on the Report dated 17<sup>th</sup> April, 2024 issued by Cubic Tree Solutions Private Limited, in this regard, details whereof are set out in the Paragraph C.10(c).
- (f) Caused the Simply CERSAI to undertake online CERSAI Searches of the said Land. We have relied on the Report dated 3<sup>rd</sup> April, 2024 issued by Simply CERSAI, in this regard, details whereof are set out in the Paragraph C.10(d).
- (g) The Developer has furnished to us the Declaration dated 13<sup>th</sup> September, 2024 pertaining to various facts in relation to the said Property ("the **Developer Declaration**"). We have assumed the contents of the Developer Declaration to be true and correct and have relied on the same.
- (h) We have been provided with a Certificate dated 16<sup>th</sup> June, 2023 ("the **said Certificate**") issued by M/s. V. S. Associates ("the **Licensed Surveyor**"). We have assumed the contents of the Architect Certificate to be true and correct and have relied on the same.
- (i) We have issued public notices ("the **Public Notices**") in the following newspapers:
  - (i) Times of India (English) dated 20<sup>th</sup> April, 2022, Mumbai Edition,
  - (ii) Free Press Journal (English) dated 20<sup>th</sup> April, 2022, Mumbai Edition; and
  - (iii) Maharashtra Times (Marathi) dated 20<sup>th</sup> April, 2022, Mumbai Edition.

### C. OBSERVATIONS

#### 1. Title flow

- (a) By and under an Indenture dated 31<sup>st</sup> May, 1979 ("the **said Deed of Conveyance**") executed by and between (a) Ardaseer Cursetjee Pestonjee Wadia, (b) Mary Cursetjee Pestonjee Wadia, (c) Jehangir Ardaseer Cursetjee Wadia, and (d) Rutty Cursetjee Pestonjee Wadia the trustees of the last will of Ardaseer Hormarjee Wadia (therein referred to

as the 'Vendors') of the First Part and (a) Rajnikant Purshotam Patel, (b) Jayantibhai Govardhanbhai Patel, (c) Velji Karson Sha, and (d) Shamji Karson Sha (therein referred to as the 'Confirming Parties') of the Second Part, and the said Society (therein referred to as the 'Purchaser') of the Third Part, registered with the Sub-registrar of Assurances under Serial No BOM-S/1761/1979, the Vendors therein sold, transferred and conveyed land situated at Village Sahar in Registration Sub-district and District of Bombay City and Bombay Suburban bearing Survey No. 28 Hissa No. 1 (part), CTS No. 204 of Village Sahar admeasuring 14,610.77 square meters i.e. 17,477 square yards ("the Larger Land") to the said Society and the Confirming Parties therein confirmed the same, in the manner as set out therein. The Licensed Surveyor has vide said Certified duly certified that the said Land forms part of the Larger Land. We have taken the said Deed of Conveyance as a root of title for the purposes of the issuance of this Compendium. This Compendium is issued with respect to development of the said Property. We have not dealt with the title of the balance portion of the Larger Land (other than the said Land) i.e. land bearing CTS Nos. 209, 209/1 to 209/21 of Village Sahar, Taluka - Vile Parle and District - Mumbai Suburban admeasuring 1,437 square meters ("Balance Portion") and / or addressed any issues in relation to the same.

- (b) By and under an Indenture dated 12<sup>th</sup> June, 1984 executed by and between the said Society (therein referred to as 'the Mortgagors') of the First Part, the Municipal Corporation of Greater Mumbai ("MCGM") of the Second Part and Dattatray Suthankar, Administrator of Municipal Corporation of Greater Mumbai (herein collectively referred to as the 'Mortgagees') of the Third Part, registered with the Office of Sub-registrar of Assurances under Serial No. BOM-S/2090/1984, the said Society mortgaged land together with 17 buildings constructed or to be constructed situated at Village Sahar in Registration Sub-District and District of Bombay City and Bombay Suburban bearing Survey No 28 Hissa No. 1 (part), CTS No. 204 of Village Sahar admeasuring 14,610.77 square meters i.e. 17,477 square yards or thereabouts ("Mortgaged Property") in favour of MCGM to secure a loan of Rs. 90,86,000/- (Rupees Ninety Lakhs and Eighty Six Thousand only) ("Loan 1") sanctioned by MCGM in favour of the said Society, in the manner as set out therein.
- (c) By and under an Indenture dated 23<sup>rd</sup> April, 1987 executed by and between the said Society (therein referred to as 'the Mortgagors') of the One Part and MCGM (therein referred to as 'the Corporation') of the Second Part, and Sadashiv Tinaikar, the Municipal Commissioner (therein referred to as the 'Municipal Commissioner') of the Third Part, registered with the Office of Sub-registrar of Assurances under Serial No. BBJ-S/1220/1987, the said Society created a further mortgage on the Mortgaged Property in favour of MCGM to secure an additional loan of Rs. 1,08,31,600/- (Rupees One Crore Eight Lakhs Thirty One Thousand and Six Hundred only) ("Loan 2") sanctioned by MCGM in favour of the said Society, in the manner as set out therein. From and out of the Loan 2 an

amount of Rs. 29,80,000/- (Rupees Twenty Nine Lakhs Eighty Thousand only) was disbursed by MCGM to the said Society.

- (d) We have been provided with a copy of the Indenture dated 7<sup>th</sup> April, 1989 executed by and between the said Society (therein referred to as 'the Mortgagors') of the One Part and MCGM (therein referred to as 'the Corporation') of the Second Part, and Sadashiv Tinaikar, the Municipal Commissioner (therein referred to as the 'Municipal Commissioner') of the Third Part, registered with the Office of Sub-registrar of Assurances under Serial No. BBJ-S/1716/1989. The same is partly illegible. From the perusal of the legible portion of the same, it appears that MCGM disbursed an amount of Rs. 59,59,800/- (Rupees Fifty Nine Lakhs Fifty Nine Thousand Eight Hundred only) from and out of the Loan 2 to the said Society, in the manner as set out therein.
- (e) The said Buildings have been constructed on the said Land. MCGM has issued the following occupation certificates with respect to the said Buildings:
- (i) Occupation Certificate dated 26<sup>th</sup> October, 2005 bearing Reference No. CE/8568/BSII/AK with respect to Building No. 1.
  - (ii) Occupation Certificate dated 30<sup>th</sup> March, 1989 bearing Reference No. CE/8569/BSII/AK with respect to Building No. 2.
  - (iii) Occupation Certificate dated 30<sup>th</sup> March, 1989 bearing Reference No. CE/8570/BSII/AK with respect to Building No. 3.
  - (iv) Occupation Certificate dated 26<sup>th</sup> October, 2005 bearing Reference No. CE/8571/BSII/AK with respect to Building No. 5.
  - (v) Occupation Certificate dated 26<sup>th</sup> October, 2005 bearing Reference No. CE/8573/BSII/AK with respect to Building No. 6.
- (f) The Licensed Surveyor has vide said Certified duly certified that the said Buildings have been constructed on the said Land and the said Buildings do not fall on the Balance Portion.
- (g) By and under Indenture dated 6<sup>th</sup> April, 2023 executed by and between MCGM (therein referred to as 'the Mortgagees') of the One Part and the said Society (therein referred to as 'the Mortgagors') of the Other Part, registered with the Office of Sub-registrar of Assurances under Serial No. BDR-15/5679/2023 ("**Indenture dated 6<sup>th</sup> April, 2023**"), MCGM released / reconveyed the securities under the aforesaid Indenture dated 12<sup>th</sup> June 1984, Indenture dated 23<sup>rd</sup> April, 1987, and Indenture dated 7<sup>th</sup> April, 1989 in favour of the said Society, in the manner as set out therein.

(P)

- (h) By and under Certificate dated 26<sup>th</sup> April, 2023, MCGM stated that all the outstanding amounts under the Loan 1 and the Loan 2 have been paid and there are no dues payable.
- (i) By and under the Development Agreement dated 19<sup>th</sup> April, 2023 ("the said Development Agreement") executed by and between the said Society of the First Part (therein referred to as 'the Society'), the members of the said Society (a list which members is set out in the **Second Schedule** hereunder (therein and hereinafter referred to as "**the said Members**") of the Second Part and the Developer of the Third Part (therein referred to as 'the Developer') and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-18/6853/2023, the said Society granted development rights with respect to Larger Land (which includes the said Property) in favour of the Developer, in the manner as set out therein. The said Members have confirmed the said Development Agreement. The said Development Agreement reflects that a portion out of the Larger Land admeasuring approximately 2,400 square meters is encroached by illegal occupants.
- (j) By and under Power of Attorney dated 19<sup>th</sup> April, 2023 and registered with the Office of Sub-registrar of Assurances under Serial No. BDR-18/6914/2023, the said Society granted various powers and authorities with respect to Larger Land (which includes the said Property) in favour of the Developer, in the manner as set out therein.
- (k) By and under various Letters members of the said Society have granted their irrevocable consent for the re-development of the said Property to be undertaken by the Developer, in the manner as set out therein. Details of the aforesaid Letters have been set out in Paragraph B of **Annexure "B"** hereto.

## 2. Approvals

- (a) By and under Letter of Intent dated 28<sup>th</sup> February, 2024 ("the said LOI") issued by MCGM, MCGM has sanctioned the cluster redevelopment scheme under the provisions of 33(9) of the Development Control and Promotion Regulation for Greater Mumbai, 2034 ("DCPR") (as amended, modified and reinstated from time to time) in respect of the Larger Land i.e. land bearing CTS No. 204/A to C. 209, 209/1 to 21 of Village Sahar (after deducting area of the encroachment thereof) in favour of the Developer, in the manner and on the terms and conditions as set out therein. The Developer has declared that a portion of the aforesaid Larger Land i.e. land bearing CTS No. 204/A to C. 209, 209/1 to 21 of Village Sahar admeasuring 2,801.44 square meters and bearing CTS No. 209, 209/1 to 21 (admeasuring 1,437 square meters) and CTS No. 204/A (part) and 204/C (part) (admeasuring 1,346.44) (which includes the Balance Portion) is encroached, and such encroached portion has been excluded from the cluster redevelopment scheme sanctioned under the said LOI and the net plot area of the land on which the cluster redevelopment scheme



is being implemented is 11,142.66 square meters forming part of the said Land.

- (b) MCGM has issued Intimation of Disapproval dated 11<sup>th</sup> June, 2024 in respect of construction of the New Buildings on the Larger Land i.e. land bearing CTS No. 204/A to C, 209, 209/1 to 21 of Village Sahar (after deducting area of the encroachment thereof), in the manner and on the terms and conditions as set out therein. The Developer has declared that a portion of the Larger Land i.e. land bearing CTS No. 204/A to C, 209, 209/1 to 21 of Village Sahar admeasuring 2,801.44 square meters and bearing CTS No. 209, 209/1 to 21 (admeasuring 1,437 square meters) and CTS No. 204/A (part) and 204/C (part) (admeasuring 1,346.44) (which includes the Balance Portion) is encroached, and such encroached portion has been excluded under aforesaid Intimation of Disapproval and the net plot area of the land on which the new buildings are proposed to be constructed is 11,142.66 square meters forming part of the said Land.

### 3. Urban Land (Ceiling and Regulation) Act, 1976

- (a) By and under an Order dated 4<sup>th</sup> October, 1977 bearing No CHS/1077/II/XXXV passed by the Government of Maharashtra in favour of A. H. Wadia Charity Trust (being the then owner), the Government of Maharashtra in exercise of the powers under the provisions of Section 20(1) of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") duly exempted the Larger Land (which includes the said Land) from the provisions Chapter III of the ULC Act, in the manner on the terms and conditions as set out therein.

### 4. Revenue Records:

- (a) We have perused Property Register Card dated 25<sup>th</sup> January, 2024 of the land bearing CTS No. 204/A of Village Sahar, Taluka Vile Parle and the same inter-alia reflects as follows:
- (i) The area of this land is reflected as 12,334.40 square meters.
  - (ii) The name of the said Society is reflected as owner/holder thereof.
  - (iii) By and under an Order dated 16<sup>th</sup> August, 1982 bearing Reference No. Sahar/ CTS No. 192/82 passed by the City Survey Officer, No. 9, the City Survey Officer, No. 9 added an area admeasuring 182 square meters from and out of land bearing CTS No. 204 to land bearing CTS No. 197.
  - (iv) By and under an area correction Order dated 21<sup>st</sup> May, 1992 bearing Reference No. REV-44/CTS3/4A/Appeal/S.R.245A/1992, the following was undertaken:

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a. out of the area of land bearing CTS No. 204 admeasuring 12,953.00 square meters, an area admeasuring 134.6 square meters was added to land bearing CTS No. 205 through mutual exchange and a note of the remaining area being 12,818.4 square meters after deducting the same was made.

b. further, an area admeasuring 266.20 square meters forming part of land bearing CTS No. 205 was added to land bearing CTS No. 204, thus the area of land bearing CTS No. 204 was noted as 13,084.6 square meters.

(v) By and under the Order dated 31<sup>st</sup> March, 1997 of Collector, Mumbai Suburban and as Order of Hon'ble City Survey Officer, No. 9, Mumbai Suburban of October, 1997,

a. an area admeasuring 46.30 square of land bearing CTS No. 204/1 meters was added to the area of 13,084.6 square meters of land bearing CTS No. 204 and property register card of CTS No. 204/1 was cancelled. Pursuant thereto, area admeasuring 641.80 square meters and 154.70 square meters were subtracted from the aforesaid area of 13,130.9 square meters of land bearing CTS No. 204 and the area of land bearing CTS No. 204 was finalized as 12,334.40 square meters.

b. land bearing CTS No. 204 admeasuring 12,334.40 square meters was assigned CTS No. 204/A and a new property register card for the same was opened and the said Society was recorded as the holder thereof.

c. land admeasuring 641.80 square meters was given CTS No. 204/B and a new property register card for the same was opened and the said Society was recorded as the holder thereof. This land is under D. P. road, and

d. land admeasuring 154.70 square meters was given CTS No. 204/C and a new property register card for the same was opened and the said Society was recorded as the holder thereof.

We have not been provided with copies of any of the aforesaid documents reflected on the property register card of the land bearing CTS No. 204/A of Village Sahar, Taluka Vile Parle. Hence, for the purposes of issuance of this Compendium, we have assumed the contents of the same to be true and correct and this Compendium is subject to the same.

(P)

- (b) We have perused Property Register Card dated 26<sup>th</sup> April, 2023 of the land bearing CTS No. 204/B of Village Sahar, Taluka Vile Parle and the same inter-alia reflects as follows:
- (i) The area of this land is reflected as 641.80 square meters.
  - (ii) The name of the said Society is reflected as owner/holder thereof.
- (c) We have perused Property Register Card dated 26<sup>th</sup> April, 2023 of the land bearing CTS No. 204/C of Village Sahar, Taluka Vile Parle and the same inter-alia reflects as follows:
- (i) The area of this land is reflected as 154.70 square meters.
  - (ii) The name of the said Society is reflected as owner/holder thereof.

#### 5. Third Party Rights

- (a) The Developer have declared that there are no allotments and pre-sales undertaken with regards to the premises to be constructed on the said Land.

#### 6. Real Estate Regulatory Authority

- (a) The Developer has declared that the project of development of the said Land is not yet registered as a 'real estate project' with Maharashtra Real Estate Regulatory Authority ("MAHARERA") under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA Act")

#### 7. Litigation

- (a) Civil Writ Petition No. 10655 of 2012 filed by Sumitra Narayan Desai Nee Suprabha Ramkrishna Kadam against (a) the said Society, (b) Govind Gangaram Jadhav (now deceased), through legal heirs Vrushali Govind Jadhav, Shailendra Govind Jadhav, Satyajeet Govind Jadhav, and (c) Namdeo Gundappa Waghmare before the Hon'ble Bombay High Court:

- (i) One Sumitra Narayan Desai filed dispute bearing No. CC-IV/172/1993 against (a) the said Society, (b) Govind Gangaram Jadhav and (c) Namdeo Gundappa Waghmare before the Co-operative Court at Mumbai, inter-alia praying for direction to the said Society to give possession of Flat No.C-94 allotted to the her or allot Flat No. C-14 in Building No. 2 i.e. 'C' type flat or Flat No. C-14 in Building No. 1 i.e. 'C' type having 2 (two) rooms and kitchen admeasuring 476 square feet in the said Society.

(P)

- (ii) By and under Award dated 3<sup>rd</sup> June, 2009 passed by the Co-operative Court at Mumbai in the aforesaid dispute bearing No. CC-IV/172/1993, the Co-operative Court at Mumbai dismissed the dispute with direction to the said Society to refund the monies paid by the Disputant therein with respect to the flat to be allotted to her with interest at the rate of 6% per annum from the date of filing the aforesaid dispute till its realization to the Disputant therein within 3 (three) months from the date of the order, in the manner as set out therein.
- (iii) It appears that aggrieved by the aforesaid Order dated 3<sup>rd</sup> June, 2009, Sumitra Narayan Desai filed an Appeal No. 94 of 2009 before the Maharashtra State Co-operative Appellate Court, Mumbai against (a) the said Society, (b) Govind Gangaram Jadhav (now deceased), through legal heirs Vrushali Govind Jadhav, Shailendra Govind Jadhav, Satyajeet Govind Jadhav and (c) Namdeo Gundappa Waghmare. We have not perused the papers and proceedings filed in the Appeal No. 94 of 2009 before the Maharashtra State Co-operative Appellate Court Mumbai.
- (iv) By and under Order dated 26<sup>th</sup> September, 2012 passed by the Maharashtra State Co-operative Appellate Court Mumbai in Appeal No. 94 of 2009, the Appeal No. 94 of 2009 was disposed of inter-alia with the following directions:
- a. the Order dated 3<sup>rd</sup> June, 2009 stood modified by granting the Appellant therein liberty to approach the said Society to take possession of Flat No. 20 in Building No. 6, A – Wing on Andheri Kurla Road, Andheri (East), Mumbai – 400 059, within 8 (eight) weeks from the date of the order against the payment of all dues in respect of the said flat to the said Society and on payment of all such dues, the said Society to handover vacant possession of the said flat to the Appellant therein,
- b. however, in the event of failure of the Appellant therein to exercise the aforesaid option, the Order dated 3<sup>rd</sup> June, 2009 shall revive for compliance by the said Society within 8 (eight) weeks thereafter.
- (v) Aggrieved by the aforesaid Order dated 26<sup>th</sup> September, 2012 and Award dated 3<sup>rd</sup> June, 2009, Sumitra Narayan Desai nee Suprabha Ramakrishna Kadam filed Civil Writ Petition No. 10655 of 2012 against (a) the said Society, (b) Govind Gangaram Jadhav (now deceased), through legal heirs Vrushali Govind Jadhav, Shailendra Govind Jadhav, Satyajeet Govind Jadhav and (c) Namdeo Gundappa Waghmare before the Hon'ble Bombay High Court, inter-alia seeking that the Order dated 26<sup>th</sup> September, 2012 and Award dated 3<sup>rd</sup> June, 2009 to be quashed



and set aside, to declare that the Petitioner therein is entitled for 'C' type flat admeasuring 476 square feet in the said Society and allotment of flat no. C-14. 'C' type flat admeasuring 476 square feet to the Respondent No. 2 therein be declared illegal and bad in law, and to pass such consequential orders against the said Society to accept dues payable by the Petitioner therein as allottee of the aforesaid flat no. C-14, Type 'C' without any penalty and pending the hearing and final disposal of the petition, the aforesaid Order dated 26<sup>th</sup> September, 2012 to be stayed.

- (vi) By and under Order dated 20<sup>th</sup> November, 2012 passed by the Hon'ble Bombay High Court in the Civil Writ Petition No. 10655 of 2012, the parties therein were directed to maintain status – quo.
- (vii) By and under Order dated 7<sup>th</sup> August, 2013 passed by the Hon'ble Bombay High Court in the Civil Writ Petition No. 10655 of 2012, the Hon'ble Bombay High Court ordered that the ad-interim relief granted in the Order dated 20<sup>th</sup> November, 2012 to continue during the pendency of the writ petition.
- (viii) By and under Order dated 14<sup>th</sup> October, 2019 by the Hon'ble Bombay High Court in the Civil Writ Petition No. 10655 of 2012, the Hon'ble Bombay High Court recorded that the parties therein submitted that the parties are settling the matter and the matter was placed under the caption of 'settlement' for the next hearing.
- (ix) The captioned matter is pending, and the last date of hearing reflected on the website of the High Court of Bombay is 6<sup>th</sup> January, 2020 and the next date of hearing is not reflected on the website of the High Court of Bombay.
- (x) Sumitra Narayan Desai has duly executed the said Development Agreement.

(b) **Chamber Summons No. 304 of 2010 in Writ Petition No. 1318 of 2010 filed by the said Society against the State of Maharashtra and others:**

- (i) By and under Resolution passed by the said Society in the Special General Body Meeting held on 18<sup>th</sup> April, 2010, it is recorded that 165 (one hundred and sixty five) members of the said Society were present for the meeting, out of 165 (one hundred and sixty five) members of the said Society, 161 (one hundred and sixty one) members voted in favour of appointment of M/s. Shubh Enterprises Developers as the developer and 4 (four) members voted against the same and accordingly the said Society resolved to appoint M/s. Shubh Enterprises Developers as the developer for the re-development of the said Society.

- (ii) By and under a Letter dated 26<sup>th</sup> April, 2010 addressed by the Deputy Registrar Co-operative Societies, K (East) Ward to the said Society, the Deputy Registrar did not approve the resolutions passed at the Special General Body Meeting held on 18<sup>th</sup> April, 2010 on the ground that the ground of insufficiency of quorum.
- (iii) The said Society filed a Writ Petition No. 1318 of 2010 against the State of Maharashtra and Others inter-alia seeking to quash and set aside the aforesaid Letter dated 26<sup>th</sup> April, 2010 and to uphold the resolution passed in the Special General Body Meeting of the said Society held on 18<sup>th</sup> April, 2010.
- (iv) By and under an Order dated 12<sup>th</sup> July, 2010 passed by the Hon'ble Bombay High Court in Writ Petition No. 1318 of 2010, the Hon'ble Court disposed of the Writ Petition No. 1318 of 2010 by directing the said Society to convene a Special General Body Meeting in the manner set out therein.
- (v) The website of the Hon'ble Bombay High Court reflects that the said Society has filed Chamber Summons No. 304 of 2010 in Writ Petition No. 1318 of 2010 before the Hon'ble Bombay High Court and the same is pending. There are no orders uploaded on the website of the Hon'ble Bombay High Court. Further, it is reflected thereon that the last date of hearing of the Chamber Summons No. 304 of 2010 was 19<sup>th</sup> August, 2015 and the matter is at pre-admission stage. We have not perused the papers and proceedings filed in the Chamber Summons No. 304 of 2010 before the Hon'ble Bombay High Court.

(c) **Writ Petition (L) No. 19203 of 2022 filed by M. D. Goregaonkar and Sunil Zagde against Divisional Joint Registrar, Co-operative Societies and others:**

- (i) By and under a Letter dated 21<sup>st</sup> January, 2019 addressed by Arun Sawant to the Deputy Registrar, Co-operative Societies, Arun Sawant informed the Deputy Registrar, Co-operative Societies that there were 6 (six) vacancies in the managing committee of the said Society and requested the Deputy Registrar, Co-operative Societies to fill up the vacancies.
- (ii) The District Deputy Registrar, Co-operative Societies issued a Show Cause Notice dated 14<sup>th</sup> May, 2019 to M. D. Goregaonkar, Kamala Thakur and Sunil Zagde under Section 76 of the Maharashtra Co-operative Societies Act, 1960 calling upon, inter alia, M. D. Goaregaonkar, Kamala Thakur and Sunil Zagde on their failure to comply with the aforesaid Letter dated 29<sup>th</sup> March, 2019 and called upon them to show cause as to why they should not be disqualified from the membership of the committee of the said Society. It appears that by and under a Letter dated 29<sup>th</sup>

March, 2019 addressed by Deputy Registrar, Co-operative Societies to, inter alia, M. D. Goregaonkar, Kamala Thakur and Sunil Zagde, Deputy Registrar, Co-operative Societies called upon M. D. Goregaonkar and Sunil Zagde to fill up the vacancies in the Managing Committee of the said Society failing which default action under Section 76 of the Maharashtra Co-operative Societies Act, 1960. We have not been provided with copy of the aforesaid Letter dated 29<sup>th</sup> March, 2019.

- (iii) By and under an Order dated 7<sup>th</sup> August, 2020 passed by the Deputy Registrar, Co-operative Societies, the Deputy Registrar, Co-operative Societies withdrew the aforesaid Show Cause Notice dated 14<sup>th</sup> May, 2019.
- (iv) It appears that Arun Sawant, Vishwanath Mangaonkar, Suryakant Karanjekar, Manohar Sakpal, Toralprem Kamble, Mohan Bhable, Vidya More, Rajendra Pawar, Rajesh Pawar, Deepak Waingkar, Deepak Khedekar, and Chandrakant Salvi, filed Revision Application No. 210 of 2020 before the Divisional Joint Registrar, Co-operative Societies assailing the aforesaid Order dated 7<sup>th</sup> August, 2020. We have not been provided with copies of perused papers and proceedings filed in the Revision Application No. 210 of 2020.
- (v) By and under an Order dated 9<sup>th</sup> July, 2021 passed by the Divisional Joint Registrar, Co-operative Societies, the aforesaid 7<sup>th</sup> August, 2020 was set aside and the Deputy Registrar was directed to consider the case with respect to the aforesaid Show Cause Notice dated 14<sup>th</sup> May, 2019 afresh.
- (vi) By and under an Order dated 12<sup>th</sup> October, 2021 passed by the Deputy Registrar, Co-operative Societies, M. D. Goregaonkar, Kamala Thakur and Sunil Zagde were disqualified from the Managing Committee of the said Society for period of 5 years.
- (vii) Aggrieved by the aforesaid Order dated 12<sup>th</sup> October, 2021, M. D. Goregaonkar and Sunil Zagde filed Revision Application No. 642 of 2021 before the Divisional Joint Registrar, Co-operative Societies, inter alia, assailing the aforesaid Order dated 12<sup>th</sup> October, 2021.
- (viii) By and under an Order dated 1<sup>st</sup> July, 2022 passed by the Divisional Joint Registrar, Co-operative Societies, the Revision Application No. 642 of 2021 was dismissed.
- (ix) Aggrieved by the aforesaid Order dated 1<sup>st</sup> July, 2022, M. D. Goregaonkar and Sunil Zagde filed Writ Petition (L) No. 19203 of 2022 against (a) the Divisional Joint Registrar, Co-operative Societies, (b) the Deputy Registrar, Co-operative Societies, (c)

the said Society, (d) Vishwanath Mangaonkar, (e) Suryakant Karanjekar, (f) Manohar Sakpal, (g) Arun Sawant, (h) Toralprem Kamble, (i) Mohan Bhable, (j) Vidya More, (k) Rajendra Pawar, (l) Rajesh Pawar, (m) Deepak Waingkar, (n) Deepak Khedekar, and (o) Chandrakant Salvi, before the Hon'ble Bombay High Court, inter alia, praying that the aforesaid Orders dated 1<sup>st</sup> July, 2022 and the 12<sup>th</sup> October, 2021 be quashed and set aside.

- (x) By and under Order dated 8<sup>th</sup> May, 2023 passed by the Hon'ble Bombay High Court in the Writ Petition (L) No. 19203 of 2022, the Hon'ble Bombay High Court inter-alia granted ad – interim relief in terms of prayer clause (a) of the Writ Petition (L) No. 19203 of 2022.
  - (xi) The captioned matter is pending and the next date of hearing is reflected 25<sup>th</sup> September, 2023 on the website of the Hon'ble Bombay High Court.
- (d) **Arbitration Petition (L) No. 16264 of 2024 filed by Kamlakar Mahadev Thakur against the said Society and others:**
- (i) By and under a Letter dated 8<sup>th</sup> May, 2024 addressed by Advocates for Kamlakar Mahadev Thakur to the said Society and the Developer, Kamlakar Thakur, inter alia, objected to the said Society convening a general body meeting on 12<sup>th</sup> May, 2024 for approving the draft of the permanent alternate accommodation agreement prior to the sanction of plans by the competent authority. Further, Kamlakar Mahadev Thakur sought to invoke arbitration in the said Development Agreement and refer the disputes that had arisen between the parties to arbitration.
  - (ii) Kamlakar Mahadev Thakur filed Arbitration Petition (L) No. 16264 of 2024 against (i) the said Society, (ii) Sumit Sawant, (iii) Vijay Makwana, (iv) Dhanshree Vedak, and (v) the Developer seeking (a) to restrain the said Society from convening the general body meeting on 12<sup>th</sup> May, 2024, (b) to restrain the Respondents from entering into any permanent alternate accommodation agreement, (c) to restrain the Sub-registrar of Assurances, Andheri from registering any documents in the nature of permanent alternate accommodation agreement in relation to the said Land or any part thereof, and (d) a direction to the Respondents to provide to the Petitioner the intimation of disapproval and the key documents like the location plan, site plan, sub-division/ layout plan, and building plan along with the draft permanent alternate accommodation agreement.

- (iii) By and under an Order dated 13<sup>th</sup> June, 2024 passed by the Hon'ble Bombay High Court in Arbitration Petition (L) No. 16264 of 2024, the Hon'ble Bombay High Court has refused to grant any

ad-interim relief in favour of the Petitioner i.e. Kamlakar Mahadev Thakur.

(iv) Arbitration Petition (L) No. 16264 of 2024 is pending as on date.

(e) **Suit No. 1883 of 2024 filed by Namdeo Gundappa Waghmare against Vijaya Laxman Sakpal and others:**

(i) Namdeo Gundappa Waghmare has filed Suit No. 1883 of 2024 against (1) Vijaya Laxman Sakpal, (2) Suman Sandeep Kamble, (3) Archana Ganesh Sawant, (4) Pranita Roshan More, (5) Rutuja Sudesh Dhotre, (6) Riya Sudesh Dhotre, (7) Arun Kumar K. Mishra, (8) Chulbul Murari Singh, (9) the said Society and (10) the Developer before the Hon'ble City Civil Court, Dindoshi, inter-alia praying to declare that the Sale Deed dated 5<sup>th</sup> April, 2022 executed by Defendant Nos. 1 to 6 therein in favour of Defendant Nos. 7 and 8 therein with respect to Flat No. 6/A/18 in the said Buildings is null and void, restraining the Defendant Nos. 7, 8 and 10 therein from interfering with the possession of the Plaintiff therein with respect to the aforesaid Flat No. 6/A/18, and restraining Defendant Nos. 7 and 8 therein for surrendering, transferring and/or alienating the aforesaid Flat No. 6/A/18 pending the hearing of the captioned matter.

(ii) The captioned matter is pending, and the next date of hearing reflected on the website of the City Civil Court is 17<sup>th</sup> February, 2024.

(iii) The Developer has declared that Arun Kumar K. Mishra and Chulbul Murari Singh have duly executed the said Development Agreement, Permanent Alternate Accommodation Agreement and have also handed over vacant possession of the aforesaid Flat No. 6/A/18 to the said Society.

(f) **Suit No. 2076 of 2024 filed by Jyoti Deepak Mahadik and others against Arun Mahadeo Mahadik and others:**

(i) Jyoti Deepak Mahadik, Roshni Deepak Mahadik, Pooja Deepak Mahadik have filed Suit No. 2076 of 2024 against Arun Mahadeo Mahadik, the Proprietor/Partner Chandak Group, the Secretary / Chairman, the Society before the City Civil Court at Dindoshi, inter-alia praying to declare that the Plaintiffs therein are 80% owners of Suit Premises No. 37, B Wing, Building No. 3, Mahanagarpalika Laghu Vetal Karmachari Co-operative Housing Society Limited, Ekamata Nagar, Andheri Kurla Road, J.B. Nagar, Andheri East, Mumbai – 400 059. Defendant No. 1 therein is the 5/6<sup>th</sup> share of the aforesaid suit premises and the Plaintiffs therein continue to be the lawful and true owner of the aforesaid suit premises and the Shares Nos. 1081 to 1085, as

specified in the Share Certificate issued by the Society. Defendant Nos. 2 and 3 therein directed to execute agreement for permanent alternate accommodation in favour of the Plaintiffs therein in respect of the aforesaid suit premises and Defendant Nos. 2 and 3 therein directed to provide rent towards temporary alternate accommodation to the Plaintiffs therein.

(ii) The Developer has declared that Jyoti Deepak Mahadik, Roshni Deepak Mahadik, Pooja Deepak Mahadik have handed over vacant possession of the suit premises to the Society.

(iii) The captioned matter is pending, and the next date of hearing is 07<sup>th</sup> November, 2024.

(g) **S. C. Suit No. 1803 of 2024 filed by Geeta Nitin Kamble against Laxmiben Gohil and others:**

(i) Geeta Nitin Kamble filed S. C. Suit No. 1803 of 2024 against (1) Laxmiben Gohil, (2) Jayshree Gohil, (3) the said Society, (4) the Developer, (5) Virji Bhai Bhikabhai Gohil, (6) Bhanuben Bhikabhai Gohil, (7) Kantabai Jaisinghbai Solanki, (8) Jayeshhai Jaisinghbhai Solanki, (9) Anilbhai Jaisinghbhai Solanki before the City Civil Court at Dindoshi inter-alia praying to declare that the Plaintiff therein have right, title and interest in the Flat No. 1/A/18 in the said Society, restraining the Defendant Nos. 3 and 4 therein from handing over permanent alternate accommodation to Defendant No. 1 therein I lieu of the aforesaid Flat No. 1/A/18 in the said Society.

(ii) The captioned matter is pending, and the next date of hearing is 11<sup>th</sup> February, 2025.

(iii) The Developer has declared that there are no adverse orders passed in the captioned matter and Laxmiben Gohil has executed the Permanent Alternate Accommodation Agreement. The Developer has further declared that Laxmiben Gohil has handed over vacant possession of the aforesaid Flat No. 1/A/18 to the said Society.

(h) The Developer has declared that save and except the pending litigations as set out herein there are no other pending litigations with respect to the said Property.

8. **Public Notice**

(a) We have not received any objection to the said Public Notices.

9. **Development Plan Remarks**

(a) We have been provided with a copy of the Development Plan Remarks

dated 28<sup>th</sup> January, 2021 bearing reference no. CHE/SRDP202201111371088, annexed with a copy of the Plan, issued under DCPR 2034 with respect to the land bearing CTS Nos. 204, 204A, 204B, 204C and 209 of Village Sahar which *inter-alia* reflects as follows:

- (i) The land under reference falls under Residential Zone (R), and
- (ii) The land under reference is affected by D. P. Road admeasuring 27.45 meters and D. P. Road admeasuring 13.40 meters.

#### 10. Searches

##### (a) **Sub-Registrar of Assurances:**

- (i) We have caused to undertake searches at the office of the concerned Sub-Registrar of Assurances through search clerk for the said Land. In this regard, the search clerk has furnished us with a search report dated 3<sup>rd</sup> April, 2024 ("Sub-Registrar Search Report"). The Sub-Registrar Search Report has reflected the deeds and documents listed in Annexure "C" hereto. The document as reflected at Sr. No. 5 of the Annexure "C" is not available and this Report on Title is subject to the contents of the same.

##### (b) **Registrar of Companies:**

- (i) We have caused to undertake searches at the office of the Registrar of Companies with respect to the Developer. In this regard, the searches have been conducted for period up to 12<sup>th</sup> April, 2024 and we have been provided with a Report dated 12<sup>th</sup> April, 2024 ("ROC Report") in this regard wherein there are no charges reflected on the Developer with respect to the said Property.

##### (c) **Litigations Searches:**

- (i) We have caused online litigation searches of the Developer. In this regard we have obtained Litigation Search Report of the Developer dated 17<sup>th</sup> April, 2024 ("Litigation Search Report").
- (ii) Following pending litigations are reflected in the Litigation Search Report of the Developer dated 17<sup>th</sup> April, 2024:
  - a. Civil Suit/200735/ 2018 filed by Shardaprasad R. Dubey and others against the Developer before the City Civil Court, Dindoshi.
  - b. IA(IBC)-1041/2024 filed by the Radius & Deserve Land Developers Private Limited, through its Resolution

Professional against the Developer before the National Company Law Tribunal.

(iii) The Developer has declared that the aforesaid pending litigations as set out in Paragraph C.10(c)(ii) do not pertain to the said Property.

(d) **CERSAI Searches:**

(i) We have caused online CERSAI searches of the said Land. In this regard we have obtained report for the said Land dated 3<sup>rd</sup> April, 2024 ("CERSAI Report"). The CERSAI Report does not reflect any charges on the said Land.

11. **NA Assessments**

(a) The Developer has declared that the amount of Rs. 13,865/- (Rupees Thirteen Thousand Eight Hundred and Sixty Five only) was payable for the NA Assessment for the years 2018 and 2019. We have been provided with a receipt dated 28<sup>th</sup> January, 2019 bearing Receipt No. 1118584 issued by the Talathi, Taluka Andheri for an amount of Rs 13,865/- (Rupees Thirteen Thousand Eight Hundred and Sixty Five only) for the NA Assessments year 2018 and 2019. We have not perused the demand raised by the Government of Maharashtra for the same or years prior thereto.

(b) By and under Notice for Payment of Land Revenue dated 15<sup>th</sup> February, 2020 issued by the Government of Maharashtra, the said Society was called upon to make payment of Rs. 6,930/- (Rupees Six Thousand None Hundred and Thirty only) towards the NA assessment for the year 2019-2020, in the manner as set out therein. We have been provided with a Receipt dated 15<sup>th</sup> February, 2020 issued by the Talathi, Taluka Andheri for an amount of Rs. 6,930/- (Rupees Six Thousand Nine Hundred and Thirty only).

(c) The Developer has declared that no demands have been raised towards the NA assessment after the Notice for Payment of Land Revenue dated 15<sup>th</sup> February, 2020 and there are no amounts outstanding towards the NA assessments.

12. **Property Tax**

(a) The Developer has declared that the property tax bills with respect to the said Property are not available with the Developer, however the Developer has procured the status of the outstanding property tax with respect to the said Property as on 13<sup>th</sup> September, 2024, from the website of MCGM:

(P)

- (i) An amount of Rs. 8,76,360/- (Rupees Eight Lakh Seventy Six Thousand and Three Hundred and Sixty only) is outstanding with respect to the Property Account No. KE0710471400000. The Developer has declared that the Property Account No. KE0710471400000 is with respect to Building No. 1 of the said Buildings.
- (ii) An amount of Rs. 4,98,711/- (Rupees Four Lakh Ninety Eighth Thousand and Seven Hundred and Eleven only) is outstanding with respect to the Property Account No. KE0710471310000. The Developer has declared that the Property Account No. KE0710471310000 is with respect to Building No. 2 of the said Buildings.
- (iii) An amount of Rs. 3,41,771/- (Rupees Three Lakh Forty One Thousand Seven Hundred and Seventy One only) is outstanding with respect to the Property Account No. KE0710471230000. The Developer has declared that the Property Account No. KE0710471230000 is with respect to Building No. 3 of the said Buildings.
- (iv) An amount of Rs. 3,95,009/- (Rupees Three Lakh Ninety Five Thousand Seven Hundred and Nine only) is outstanding with respect to the Property Account No. KE0710471580000. The Developer has declared that the Property Account No. KE0710471580000 is with respect to Building No. 5 of the said Buildings.
- (v) An amount of Rs. 7,80,029/- (Rupees Seven Lakh Eighty Thousand and Twenty-nine only) is outstanding with respect to the Property Account No. KE0710470180000. The Developer has declared that the Property Account No. KE0710470180000 is with respect to Building No. 6 of the said Buildings.
- (b) The Developer has declared that an amount of Rs. 28,91,880/- (Rupees Twenty Eight Lakh Ninety One Thousand Eight Hundred and Eighty only) is outstanding towards property tax, as on date.

#### D. CONCLUSION

- (a) Subject to (i) all that is stated herein above (including the annexures hereto) (ii) the pending litigations in the Paragraph C.7, (iii) the payment of the outstanding property taxes as per Paragraph C.12(a), (iv) the terms and conditions of all the approvals obtained / to be obtained by the Developer from time to time (including Letter of Intent dated 28<sup>th</sup> February, 2024 i.e. the said LOI) and (v) obtainment of all the approvals and permissions for the development of the said Property including payment of the necessary amounts and dues premiums, charges, unearned income, as are applicable, we are of the opinion that the title

of the Developer to develop the said Property in accordance with the said Development Agreement is clear and marketable.

**THE FIRST SCHEDULE REFERRED TO HEREINABOVE**

(Description of the said Land)

All those pieces and parcels of land collectively admeasuring 13,130.90 square meters bearing CTS Nos. 204/A, 204/B, 204/C of Village Sahar, Taluka - Vile Parle and District - Mumbai Suburban, lying, being and situated at Andheri- Kurla Road, Near J. B. Nagar, Andheri (East), Mumbai – 400 059 and bounded as follows:

- On the North by : Partly by existing 13.40 meter wide road and partly by land bearing CTS No. 365 (part), 365/4, 365/2 of Village Kondivita,
- On the South by : Partly by Land bearing CTS No. 192 and 196 of Village Sahar,
- On the East by : Partly by Land bearing CTS No. 191, 195, 206, 208, 209 and 210 of Village Sahar,
- On the West by : Partly by existing 13.40 meter wide road and partly by Land bearing CTS No. 197, 203 and 205 of Village Sahar.

**THE SECOND SCHEDULE REFERRED TO HEREINABOVE**

(Details of the said Members)

Following is the list of members parties to the said Development Agreement with details of their flats nos. in the said Building

Sr. No.	Member Names	Building No./Wing/Flat No.
1.	Dhatavkar Padma Ragunath	1/A/01
2.	Shaheen Akhtar Mohd. Ehsan	1/A/02
3.	Solanki Khimji Tida	1/A/03
4.	Pawar Maruti Yeshwant	1/A/07
5.	Talekar Vasant Bhikaji	1/A/08
6.	D'Silva Lucy Joquin	1/A/09
7.	Chavan Vinod Narayan	1/A/10
8.	Padelkar Sanjay Ganpat	1/A/11
9.	Kadam Sanjiv Balu	1/A/12
10.	Jadhav Vrushali Govind	1/A/14

(P)

11.	Salistekar Bapu Pilaji	1/A/15
12.	Maimoona Khan	1/A/16
13.	Gohil Laxmibai Jethalal	1/A/18
14.	Jadhav Vasant Pandurang	1/B/21
15.	Mishra Shardaprasad Deviprasad	1/B/22
16.	More Vidya Dilip	1/B/23
17.	Jathar Shashikant Shantaram	1/B/24
18.	Sawant Santosh Dhondiram	1/B/25
19.	Makwana Bhavesh Jagjivan	1/B/26
20.	Udyawar Revathi Suresh	1/B/27
21.	Pawar Sadashiv Bhiwaji	1/B/28
22.	Naiksatam Pravin Balkrishna	1/B/29
23.	Mishra Chandradev Raghunath	1/B/31
24.	Roydan Jerry D'souza Leena Jerry D'souza	1/B/32
25.	Desai Baban Dnyandev	1/B/33
26.	Khuman Palji Ramji	1/B/35
27.	Dube Sanjay Amarnath	1/B/38
28.	Kasare Sachin Ghanshyam	1/B/39
29.	Pachnekar Prakash Shankar	1/B/40
30.	Heliya Shyamji Kanji	1/C/41
31.	Pabrekar Dilip Maruti	1/C/44
32.	Desai Sandeep Vishnu	1/C/45
33.	Sakpal Naresh Ramchandra	1/C/46
34.	Naik-Satam Arti Ashok	1/C/47

35.	Samant Laxmi Yashwant	1/C/48
36.	Maru Tanvi Anil	1/C/49
37.	Shukla Deepak Rajmani	1/C/50
38.	Suvarna George	1/C/52
39.	Jadhav Bhaskar Yeshwant	1/C/53
40.	Gavli Ratnamala Rajan	1/C/57
41.	Shaikh Iqbal Kadar	1/C/58
42.	Sawant Prashant Narayan	1/C/60
43.	Wetale Pushpa Popat	1/D/61
44.	Zagade Sunil Bhikaji	1/D/63
45.	Narsule Arvind Ganpat	1/D/66
46.	Khaire Surendra Khaire Neha Surendra	1/D/67
47.	Lavangare Lata Baliram	1/D/68
48.	Goregaonkar Madhukar D.	1/D/70
49.	Devda Kamlesh Nanji	1/D/71
50.	Telang Sunita Arun	1/D/72
51.	Pawar Ajay Prabhakar	1/D/73
52.	Samiksha Sunil Lad	1/D/74
53.	Khapre Sandip Vitthal	1/D/76
54.	Makasare Paulin David	1/D/77
55.	Mangaonkar Vishwanath Shivram.	1/D/78
56.	D'Souza Bernard Rayamnd	1/D/79
57.	Dalvi Sharad Keshav Dalvi Pradeep Keshav	1/E/81

58.	Patil Vasant Shridhar	1/E/83
59.	Parkar Rajendra Gopal	1/E/85
60.	Mourya Ghanshyam M.	1/E/87
61.	Goregaonkar Ashok Dhondu	1/E/88
62.	Targe Sanket Damodar	1/E/90
63.	Zagade Sharda Balkrishna	1/E/93
64.	Salve Waman Bhaguram	1/E/94
65.	Ubale Shobha Rajendra	1/E/96
66.	Pawar Bhaguram Dhondiram	1/E/97
67.	Kadam Snehal Sanjay	1/E/98
68.	Pabrekar Rupesh Yeshwant	1/E/100
69.	Sawant Jayshree Shridhar Through POA holder Snehal Suresh Yadav	2/A/02
70.	Gamare Vinod Devji	2/A/03
71.	Parmar Naran Bijal	2/A/04
72.	Bagwe Vikas Chintaman	2/A/05
73.	Sawant Shardul Shridhar	2/A/06
74.	Jadhav Devendra Mahadeo	2/A/07
75.	Ravarla Kamlesh Ganesha	2/A/09
76.	Pakhare Arun Sambhaji	2/A/10
77.	Pawar Madhukar Gopal	2/A/11
78.	Kamble Grace Madhukar	2/A/12
79.	Sabloak Praveen Krishnalal	2/A/13
80.	Waghmare Rajani Namdeo	2/A/14
81.	Shete Shrikant Sudhakar	2/A/17
82.	Satam Namit Manohar	2/A/18

83.	Gosavi Manohar Babu	2/A/19
84.	Kajrolkar Meghana Mangesh	2/A/20
85.	Dhatavakar Keshav Mahadev	2/B/21
86.	Bhadoria Santosh Premsingh	2/B/22
87.	Sawant Smita Sunit Sawant Sunit Balwant	2/B/24
88.	Ambekar Prashant Anant	2/B/25
89.	Fernandes Doris	2/B/27
90.	D'Souza Anthony Camil	2/B/28
91.	Narsule Ramakant Ganpat	2/B/29
92.	Chindarkar Suhasini Sadashiv	2/B/30
93.	Pawar Rajesh Bhaguram	2/B/31
94.	Patkar Pramod Vasudev	2/B/33
95.	More Narendra Rupsingh	2/B/35
96.	Manisha Madhukar Khaire Abhishek Madhukar Khaire	2/B/36
97.	Sankalkar Dinesh Shama	2/B/37
98.	Chauhan Dineskumar Sukhdeo	2/B/38
99.	Rane Shilpa Shrikant	2/B/39
100.	Patil Vasant Baburao	2/C/42
101.	Waghulde Digambar Laxman	2/C/44
102.	Jaitapkar Sunil Bhirnsen	2/C/45
103.	Muntode Shrikant Gautam	2/C/46
104.	Chellia Antony Hansraj	2/C/48
105.	Khan Parvez Mohammad Through POA holder Ayesha Parvez Khan	2/C/49

106.	Puradkar Chandrakant Govind	2/C/51
107.	Varghesse Sosamma	2/C/52
108.	Sawant Janardan Keshav	2/C/53
109.	Shetty Jagannath	2/C/54
110.	Vichare Ram Dattatray	2/C/57
111.	Singh Subhadra Satyaprakash	2/C/58
112.	Wetale Khandu Narayan	2/C/60
113.	Zagade Manohar Bhikaji	2/D/62
114.	D'Silva Melvin Camil	2/D/63
115.	Wadkar Ramchandra Babu	2/D/64
116.	Shaikh Raisabano Abdul Kadar	2/D/66
117.	Sarfare Ramesh Sakharam	2/D/68
118.	Sawant Arun Hindurao	2/D/70
119.	Sawant Anil Hindurao	2/D/71
120.	Chawan Gopal Dattatray	2/D/77
121.	Ashinkar Chhaya Mahadev	2/D/79
122.	Sawant Karuna Arun	2/D/80
123.	Fernandes Pauline Joseph	3/A/01
124.	Dukhande Chandrakant Satyavijay	3/A/02
125.	Salian Sushila Ravindra	3/A/03
126.	Lad Avinash Sitaram	3/A/04
127.	Lad Sandesh Pandurang	3/A/05
128.	Jadhav Prabhavati Krishna	3/A/06
129.	Kulkarni Madhavi Ramchandra	3/A/07
130.	Vedruk Nanda Arjun	3/A/10

131.	Sachdev Kajal Sunil	3/A/11
132.	Pakhare Smita Suresh	3/A/12
133.	Maru Vasant Shamji Maru Rahul Ramesh	3/A/13
134.	Pawar Keshav Yeshwant	3/A/15
135.	Karanjekar Suryakant D.	3/A/16
136.	Vichare Vaishali Vijay	3/A/17
137.	Lad Tukaram Goma	3/A/18
138.	Arondekar Ajit Anant	3/A/19
139.	Chaudhari Shivprasad Bhartharnath Chaudhari Sushila Shivprasad	3/B/22
140.	Farzana Mohammed Sayeed	3/B/23
141.	Fernandes Sheela	3/B/24
142.	Makwana Regina Ramji	3/B/25
143.	Takale Asha Ramesh	3/B/27
144.	Narkar Nadini Ram	3/B/28
145.	Tambe Pravin Dharma	3/B/29
146.	Lad Sanij Chandrakant	3/B/30
147.	Kadam Kunda Kashinath	3/B/31
148.	Thakur Sunil Anant	3/B/32
149.	Kadam Ganesh Tulshiram	3/B/33
150.	Lotikar Mahesh Waman	3/B/34
151.	Pawar Rambhau Mahadev	3/B/35
152.	Sakpal Neelam Vasudev	3/B/36
153.	Thombre Vineet Shashikant	3/B/38

	Thombre Anita Vineet	
154.	Dalvi Santosh Vitthal	3/B/39
155.	Pawar Sachin Bhaguram	3/B/40
156.	Yohannan Johnson George	3/C/41
157.	Yohannan Annamma George	3/C/42
158.	Vengurlekar Madhukar R.	3/C/43
159.	Sarfare Gajanan Parshuram Sarfare Kamlesh Gajanan	3/C/44
160.	Prashant Mahadev Jadhav	3/C/46
161.	Mhatre Atul Madhukar	3/C/47
162.	Shirke Vijay Harishchandra	3/C/48
163.	Shaikh Anjum Mohhamad Siddique	3/C/49
164.	Garud Priya Raghunath	3/C/50
165.	Makwana Vijaykumar	3/C/51
166.	Salvi Rajendra Vishvanath	3/C/52
167.	Jadhav Chandrakant G.	3/C/53
168.	Shede Parshuram Hiraji	3/C/54
169.	Pawar Narayan Baburao	3/C/55
170.	Ravaria Valaji Ananda	3/C/56
171.	Jadhav Vandana Dattatray Jadhav Santosh Dattatray Jadhav Hridaynath Dattatray	3/C/57
172.	Matharu Ashok H.	3/C/60
173.	Mayekar Anusaya Kamlakar	5/A/01
174.	Kamble Aniket Prakash	5/A/04

175.	Chauhan Bhanji Atabhai	5/A/05
176.	Manchekar Vijay Keshav	5/A/06
177.	Raut Pramila Mohan	5/A/07
178.	Sawant Anita Anant	5/A/09
179.	Padelkar Sachin Sahadev	5/A/10
180.	Kapadekar Ganesh Sadashiv	5/A/11
181.	Kadam Mangala Maruti	5/A/12
182.	Salvi Chandrakant Shantaram	5/A/14
183.	Kamble Pandurang Laxman	5/A/16
184.	Pokharkar Pramod Devram Pokharkar Reshma Pramod	5/A/18
185.	Mahakal Amita Anant	5/A/19
186.	Pawar Rajendra Vinayak	5/B/21
187.	Zore Chandrabhaga Madhukar	5/B/23
188.	Kalchavkar Vinayak Savlaram	5/B/24
189.	Raorane Sulbha Sandeep	5/B/25
190.	Salvi Sachin Chandrakant Salvi Sonia Sachin	5/B/26
191.	Mithbavkar Abhijeet Bhimsen Mithbavkar Darshana Abhijeet	5/B/27
192.	Louis Letecia Anthony	5/B/28
193.	Lad Sunil Tukaram	5/B/29
194.	Salvi Prabhavati Ramakant	5/B/30
195.	Govalkar Prachi Sushil	5/B/31
196.	Thakur Sunil Anant	5/B/32

197.	Kate Gajanan Narayan	5/B/33
198.	Sawant Gopal Kanu	5/B/37
199.	Kale Sulochana Dattatray	5/B/38
200.	Patekar Prashant Piraji	5/B/39
201.	Vanjari Kiran Baburao	6/A/01
202.	Pramodini Shashank Tayshetye	
	Mhapsekar Minal Ganesh	6/A/02
	Bharat Hemant Fudari	
203.	Jadhav Narayan Shankar	6/A/03
204.	Dalvi Parvati Narayan	6/A/04
205.	Shetty Sadanand T.	6/A/05
206.	Nasreen Abdul Sattar Kazi	6/A/06
207.	Shirvalkar Mangal Suresh	6/A/07
208.	Indulkar Vyankat Ganpat	6/A/08
209.	Vedak Nilima Narendra	
	Dhanushri Vedak	6/A/09
210.	Puradkar Chandrakant Namita	6/A/10
211.	Malkar Arun Manohar	6/A/11
212.	Bobale Shridhar Govind	6/A/12
213.	Khan Zarinabi Anwar	6/A/13
214.	Mhatre Rajeshree Rajaram	6/A/14
215.	Jyoti Ajit Pachnekar	
	Ajit Suresh Pachnekar	6/A/15
216.	Gaikwad Arjun Sudam Through Constituted Attorney Lata Arjun Gaikwad	6/A/16
217.	Chawan Sushma Madhukar	6/A/17

218.	Chulbul Singh Arunkumar K Mishra	6/A/18
219.	Chavan Sanjay Prabhakar	6/A/19
220.	Suprabha Ramakrishna Kadam (earlier known as Desai Sumitra Narayan)	6/A/20
221.	Talvatkar Sakshi Sayaji	6/B/21
222.	Pachnekar Shashikant Suresh Pachnekar Shilpa Shashikant	6/B/22
223.	Takale Prasad Ramesh	6/B/24
224.	Sawant Viraj Siddharth	6/B/25
225.	Mohite Rajiv Bhikaji	6/B/26
226.	Tiwari Shaligram Baleshwar	6/B/27
227.	Jadhav Sharda Ramesh	6/B/29
228.	Dhaphale Gopal Yeshwant	6/B/30
229.	Dhaphale Bhalchandra Govind	6/B/31
230.	More Bhavna Bhau	6/B/33
231.	Harchikar Rajaram Tukaram	6/B/34
232.	Sayyed Irfan Abdul Sattar	6/B/35
233.	Kamble Santosh Yashwant	6/B/36
234.	Jadhav Bhimak Sonu	6/B/37
235.	Sawant Prakash Dhondu	6/B/38
236.	Shirshekar Ganesh Vitthal	6/C/41
237.	Kasare Shobha Ghanshyam	6/C/42
238.	Sharma Subhash Baddu	6/C/43
239.	Sonawane Tukaram Hari	6/C/44
240.	Chavan Anil Bhaskar	6/C/45

241.	Jadhav Tatyा Arjun	6/C/46
242.	Panhalkar Deepak Tatu	6/C/48
243.	Dalvi Rajaram Vishnu	6/C/49
244.	Dave Hansa Ramesh	6/C/50
245.	Salunke Mahendra Anant	6/C/51
246.	Shri. Jadhav Pramod Mahadev	6/C/52
247.	Padelkar Shashank Ganpat	6/C/53
248.	Veralkar Supriya Tukaram	6/C/55
249.	More Surendra Ganpat	6/C/57
250.	Ujjainwal Sanjay Vijay	6/C/59
251.	Dasari Raju Narsimha	6/C/60

DATED THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2024

For Wadia Ghandy & Co.



Partner