

To,
Maharashtra Real Estate
Authority (MahaRERA),
Bandra West, Mumbai - 400051

TITLE REPORT

Sub: Title Clearance Certificate with respect to all that piece and parcel of land or ground, premises having area admeasuring 1319 square meters and corresponding to CTS No. 1313 (919.90 sq. meters), CTS No. 1314 (256.20 sq. meters) and CTS No. 1287 (142.90 sq. meters) with the building standing thereon, and known as “ SHANTI Co-Operative Housing Society Limited” lying being and Situate at situate, lying at CTS No. 1313, 1314, 1287, I. C. Colony Road, Borivali (W), Mumbai – 400 103 in the Revenue Village Eksar, Taluka Borivali in the registration Sub District of Borivali Mumbai Suburban District (“hereinafter referred to as the “*said Property*” for the sake of brevity”).

I. INTRODUCTION

I have investigated the title of Shanti Co-Operative Housing Society Limited (“**Society**”) to the said Property, on the request and instructions of my clients M/s. Rishabraj Namu Enterprise LLP., having its office at 103, Jai Tirth Building, Daulat Nagar, Road No.10, Borivali (East), Mumbai- 400066, on perusal of the copies of documents mentioned below, I observe as under.

II. DESCRIPTION OF THE PROPERTY:

All that piece or parcel of land or ground together with building “Shanti Co-Operative Housing Society Limited” standing thereon, admeasuring 1319 square meters and corresponding to CTS No. 1313 (919.90 sq. meters), CTS No. 1314 (256.20 sq. meters) and CTS No. 1287 (142.90 sq. meters) with the building standing thereon, and known as “ SHANTI Co-Operative Housing Society Limited” lying being and Situate at situate, lying at CTS No. 1313, 1314, 1287, I. C. Colony Road, Borivali (W), Mumbai – 400 103 in the

Revenue Village Eksar, Taluka Borivali in the registration Sub District of Borivali Mumbai Suburban District and bounded as follows:

On or towards the North : By CTS NO.1088,1089
On or towards the South : By CTS No.1312
On or towards the East : By 15.50 mtrs. Wide Existing Road;
On or towards the West : By CTS No.1312

III. **DOCUMENTS OF ALLOTMENT OF PLOT PERUSED AND GRANT OF DEVELOPMENT RIGHTS IN RESPECT THEREOF:**

- a. Shanti Co-Operative Housing Society Limited, as Owners are seized and possessed of the said property and for the purpose of investigating the title of the said society, we have perused by Unilateral Deed of Conveyance dated 11th June, 2021 duly registered under registration No. BRL-05/8020 of 2021 executed by and between Dr Kishore Mande, the Competent Authority on behalf of the Land Owners Mr. Mariano Francis Vaz being the Vendor No.1 therein of the **First Part**, and by the Competent Authority on behalf of the Defaulting Builders / Confirming Party Audumber Chhaya C.H.S. Ltd. being the Vendor No.2 therein of the **Second Part** and Shanti Co-Operative Housing Society Limited being the Purchaser therein of the Third part had confirmed and agreed and granted, sold, conveyed and assured unto and in favour of the Society, the said property on the terms and conditions mentioned therein
- b. The said society on the basis of the aforesaid Unilateral Deed of Conveyance became seized and possessed of and otherwise well and sufficiently entitled to the said property and all the benefits together with the right, title and interest in respect thereof.
- c. The Said society by and under Re-Development Agreement dated 23rd December, 2021 executed by and between the said society and the Developer and duly registered

with the sub- registrar of assurances under Sr. No. BRL-07/10431 of 2021, Dated 23rd December, 2021 the Society and Members therein did thereby grant and assign development rights in respect of the said property for consideration and on terms, conditions and covenants as recorded therein. The said society have executed registered Power of Attorney Dated 23rd December, 2021 which is duly registered with the sub- registrar of Assurance under Sr. No. BRL-07/10432 of 2021, Dated 23rd December, 2021. The said documents are not the subject matter of any litigation and the same is valid, subsisting and binding upon the parties thereto.

IV. OWNERS OF THE LAND:

By virtue of the aforesaid deeds and events, the Society was seized, possessed and sufficiently entitled to the “Shanti Co-Operative Housing Society Limited”, situated corresponding to CTS No. 1313, 1314 and 1287 at Village Eksar , Taluka Borivali situated at I. C. Colony Road, Borivali (W), Mumbai – 400 103. The said SOCIETY consists of building known as “Shanti” standing thereon having two wings ‘A’ & ‘B’ consisting of ground + 4 upper floor each and all consisting of 20 units i.e. 18 flats and 2 Commercial Unit in each wing aggregating to a total of 20 units/ flats in the said existing building occupied by the members.

V. Thus, the appointment of **M/s. Rishabraj Namu Enterprise LLP** as developers of the said property by the society is valid and legal and as Developers **M/s. Rishabraj Namu Enterprise LLP** is fully entitled to carry out redevelopment of the said property.



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VI. On perusal of the above-mentioned documents and all other relevant documents relating to title of the said Property, we are of the opinion that, the title of the Society/Owner and Promoter is clear, marketable, free from all encumbrances.

- i) Owner of the Property : Shanti CHSL
- ii) Qualifying Comments/Remarks, if any : As per Annexure- A

VII. The Report regarding the Flow of Title as also particulars of encumbrances, if any, including litigations etc., regarding the title of the said property is enclosed herewith as Annexure- A.

Dated this 07th Day of June, 2023

Yours faithfully,

P.S. Ghildiyal,
Advocate, High Court

ANNEXURE -A

TO TITLE REPORT DATED 07TH June, 2023

FLOW OF TITLE

Sub: ALL THAT piece or parcel of land or ground together with building “Shanti Co-Operative Housing Society Limited” standing thereon, admeasuring 1319 square meters and corresponding to CTS No. 1313 (919.90 sq. meters), CTS No. 1314 (256.20 sq. meters) and CTS No. 1287 (142.90 sq. meters) with the building standing thereon, and known as “SHANTI Co-Operative Housing Society Limited” lying being and Situate at situate, lying at CTS No. 1313, 1314, 1287, I. C. Colony Road, Borivali (W), Mumbai – 400 103 in the Revenue Village Eksar, Taluka Borivali in the registration Sub District of Borivali Mumbai Suburban District (“hereinafter referred to as the said Property for the sake of brevity”).

My observation relating to the title of the “Shanti Co-Operative Housing Society Limited” to the said property described in the Schedule hereunder written and also the entitlement of **M/s. Rishabraj Namu Enterprise LLP**, to undertake the redevelopment of the said property is as under:

1. Originally, One Dr. Mariano Francis Vaz (“**Original Owner**”) was the owner of land bearing CTS No. 1311, 1311/1,1311/2,1312,1313,1314 and 1287 (corresponding to survey No.156, Hissa No.5, Survey No.156, Hissa No.1- C, Survey No.157, Hissa No.1; Survey No.158, Hissa No.12) of village Eksar, Taluka Borivali, Mumbai suburban District, admeasuring about 5221.7 Square yards equivalent about 4366 Sq. mtrs. (“**Larger Plot**”) situated at I. C. Colony Road, Borivali (West), Mumbai- 400103;
2. However, a proposed road passing through the larger plot naturally Sub- divided it into two separate and individual pieces of lands namely;
 - i) Land bearing CTS No.1311,1311/1 & 1311/2 and 1312 admeasuring about 3527.7 Square Yards equivalent to about 2949 sq. mtrs (Plot -1 which included the proposed Road) as per the property register card, the area of the Plot-1 is 2854.90 Sq. mtrs.;

- ii) Land bearing CTS No. 1313,1314 and 1287 admeasuring about 1690 sq. yards equivalent to about 1412.31 Sq. Mtrs. ('the R-2 Plot'). As per the Property register card, the area of the Plot No.2 is 1319 Sq.mtrs.
3. The original Owner had agreed to sell the larger plot to some third party eventually, in or about 1974, one M/s Shree Construction Co. (therein the contractor) Constructed Two building (the erstwhile P- building) consisting of 65 units on the Plot-1. The purchaser of those flats registered themselves as 'Audumber Chhaya CHSL';
4. Thereafter the Audumber Chhaya CHS Ltd. intimated to the Municipal Corporation of Greater Mumbai (MCGM) that it intended to develop CTS No. 1313 and 1314 and on 11th July,1979 the Audumber Chhaya CHS Ltd entered into a construction agreement with the contractor to construct a residential building on CTS no.1313 and 1314 and as the contractor constructed and completed the building consisting ground + four upper floors having 18 residential units and 2 commercial units in totaling 20 units on the plot of land having area admeasuring 1319 square meters bearing corresponding to CTS No. 1313, 1314 and 1287 in the Revenue Village Eksar, Taluka Borivali (hereinafter referred to as the said Plot-2) as mentioned in the in the Schedule referred above, and also hereunder written, as per the plans and specifications approved by the Municipal Corporation of Greater Mumbai (MCGM), (hereinafter referred to as the Said Building).
5. The Purchasers of the aforementioned 20 units, formed a housing society under the name of "Shanti Co-Op Housing Society Ltd", and got the same registered under the Maharashtra Co-operative Societies Act, 1960, bearing Registration no. MUM/ WR-N/ HSG/ (TC)/ 15484/ 2014-15 dated 15/ 09/ 2014 and having its registered address at "CTS No. 1313, 1314, 1287, I. C. Colony Road, Borivali (W), Mumbai – 400 103 ("Society").
6. The said land owner i.e. Dr. Mariano Francis Vaz and Audumber Chhaya C.H.S. Ltd. did not execute a conveyance in favour of the society in respect of the said Property



along with the said building standing thereon despite repeated requests made by the society to execute a conveyance.

7. The Society therefore made an Application No.16 of 2021, before the District Deputy Registrar of Co-operative Societies, Mumbai City – 4 under the provisions of Sub-Section 3 of Section 11 of MOFA for issuing a Certificate granting a Unilateral Deemed Conveyance in favour of the Society.
8. The District Deputy Registrar of Co-operative Societies issued Notices to Mr. Mariano Francis Vaz and Audumber Chhaya C.H.S. Ltd. and also issued Public Notices in newspapers for inviting objections/claims in respect of the said Property and if anyone had any claim then to remain present at the time of the hearing of the matter as mentioned in the Public Notice.
9. The District Deputy Registrar of Co-operative Societies issued an Order cum Certificate bearing No.DDR-4/ MUM/DC / Shanti CHSL/ 649 /2021 dated 5th March,2021, certifying that the Society is entitled to a Unilateral Conveyance of the said Property along with the said Building and to execute Deed of Unilateral Conveyance and have the same registered as per the provisions of Registration Act, 1908.
10. By Deed of Conveyance (Deemed/Unilateral) dated 11th June,2021 duly registered under registration no. BRL-5/8020-2021 dated 11/06/2021 executed by **Dr Kishore Mande**, the Competent Authority on behalf of the Land Owners Mr. Mariano Francis Vaz being the Vendor No.1 therein of the **First Part**, and by the Competent Authority on behalf of the Defaulting Builders / Confirming Party Audumber Chhaya C.H.S. Ltd. being the Vendor No.2 therein of the **Second Part** and **Shanti Co-Operative Housing Society Limited** registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/R/9652 of 1983 dated 20th October 1983, being the Purchaser /society therein of the **Third Part**, the said Competent Authority vide its Order No.DDR-4/Mum/D.C./SHANTI CHSL/649/2021 Dated 05th March, 2021 granted

and conveyed to the said Shanti Co-Operative Housing Society Limited on the terms and conditions mentioned in the said Order.

11. Pursuant to the aforesaid Deed of Conveyance (Deemed/ Unilateral), the Society became absolutely entitled to the said property along with the building “Shanti” standing thereon (Hereinafter the said Land along with the said building is collectively referred to as “**the Property**”)

12. The Society came out with a proposal to redevelop the said Property and the offer given by M/s. **M/s. Rishabraj Namu Enterprise LLP** for the redevelopment was accepted and confirmed by the Society in the meeting held on 14th August,2021 and accordingly **M/s. Rishabraj Namu Enterprise LLP** has been appointed as the Developers for the redevelopment of the said Property.

13. The Said society by and under Development Agreement dated 23rd December,2021 executed by and between the said society and the Developer and duly registered with the sub- registrar of assurances under Sr. No. BRL-07/10431of 2021, the Society and Members therein did thereby grant and assign the development rights in respect of the said property for consideration and on terms, conditions and covenants therein recorded. The said society have also executed Power of Attorney dated 23rd December, 2021 which is duly registered with the sub- registrar of Assurance under Sr. No. No. BRL-07/10432 of 2021, dated 23rd December, 2021. The said documents are not the subject matter of any litigation and the same is valid, subsisting and binding upon the parties thereto.

14. In pursuance to the above, Audumber Chhaya CHS Ltd., filed a writ Petition bearing writ petition No. 7808 of 2021, (writ Petition) before the High Court of judicature at Bombay challenging the grant of order -cum certificate for unilateral Conveyance dated 5th March,2021and for other reliefs as prayed for in the said writ petition. By order dated 28th March,2022 it was stated that both the society are trying to explore possibility of



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amicable settlement. Therefore, no adverse orders or any kind of stay has been granted by the Hon'ble High Court of Bombay thereby affecting the rights of the said society i.e., Shanti C.H.S. Ltd. The said writ petition is still pending before the High court of Judicature at Bombay.

15. Thus, the appointment of **M/s. Rishabraj Namu Enterprise LLP.**, as Developers of the said property by the Society is valid and legal together with the said Development Agreement and as Developers **M/s. Rishabraj Namu Enterprise LLP.**, is fully entitled to implement redevelopment of the said property.

Yours faithfully,

P.S. Ghildiyal,
Advocate, High Court

N.B.: The Title Report thereto are issued for my client's use and are based on copies of the documents furnished to me as mentioned therein, and I have forwarded and handover all the original copies of the same, to my client and nothing remains with the Advocate.