

Dharmesh S. Jain

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FORMAT - A

(Circular No.:- 28/2021)

FLOW OF THE TITLE OF THE SAID LAND

1. P.R. Card as on date of application for registration
2. Property cards transferred in the name of Megh MahalCo-Operative Housing Society Limited on 31.03.2017 by City Survey Office
3. Search Report dated 14.01.2024 of the said property as taken by the search clerk and report issued by Mr. Vikas Yadav, Title Investigator, about the title investigation/search was conducted by him in the office of the Sub-registrars at Mumbai (Old Custom), Bandra (MHADA Office) and Borivali Nos. 1 to 9 for the period 1995 to 2024 (30years).
4. Any other relevant title:
NA

5. Litigations, if any:

Arbitral Proceeding pending between the Society and M/s. Sangvi Lifespace Pvt. Ltd but no injunctive/adverse order is passed against the Society for the redevelopment of the said property. There is also no injunctive order against the Society for the appointment of the new Developer. M/s. Sangvi Lifespace Pvt. Ltd has also filed Arbitration Petition (L) No. 12358 of 2024 against M/s. Samarpan Homes and Developers. There is no legal impediment for the Developer i.e. M/s. Samarpan Homes and Developers to carry out redevelopment of the said property as per the sanctioned plans and specifications.

Dated this 10th day of May, 2025


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Advocate, High Court

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To

MahaRERA
HousefinBhavan,
E-Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that piece and parcel of land bearing City Survey No. 222A admeasuring 1290.40 sq. mtrs, situated at Village: Kanheri, Taluka-Borivali at Plot No. 7, TIP Scheme no 1 (Scheme of Girdhar Lavji Parmar) within the Registration District and Sub- District of Mumbai City and Mumbai Suburban alongwith the structure then standing thereon and popularly known as “**MEGH MAHAL CO-OPERATIVE HOUSING SOCIETY LIMITED**” Building comprising in itself 33 residential flats and 7 commercial units, situated at Dattapada Road, Borivali (E), Mumbai - 400 066(hereinafter referred as the “**said property**”)

I have investigated the title of the said property and the following documents

1) **Description of the property:**

ALL that piece and parcel of land bearing City Survey No. 222A admeasuring 1290.40 sq. mtrs, situated at Village: Kanheri, Taluka-Borivali at Plot No. 7, TIP Scheme no 1 (Scheme of Girdhar Lavji Parmar) within the Registration District and Sub-

District of Mumbai City and Mumbai Suburban alongwith the structure then standing thereon and popularly known as “**MEGH MAHAL CO-OPERATIVE HOUSING SOCIETY LIMITED**” Building comprising in itself 33 residential flats and 7 commercial units, situated at Dattapada Road, Borivali (E), Mumbai - 400 066 and bounded by and large as follows:

On or towards East : CTS No.219
On or Towards West : By Asara Colony Road
On or towards South : By Existing Road
On or towards North : Partly by CTS No.221 & Partly by
Dattapada Road

2) **The documents of allotment of plot:**

a. By and under Conveyance Deed dated 30.12.2016, the Society is well and sufficiently entitled, as the Owner to all that piece and parcel of land bearing City Survey No. 222A admeasuring 1290.40 sq. mtrs, situated at Village: Kanheri, Taluka-Borivali at Plot No. 7, TIP Scheme no 1 (Scheme of Girdhar Lavji Parmar) within the Registration District and Sub- District of Mumbai City and Mumbai Suburban alongwith the structure then standing thereon and popularly known as “Megh Mahal Co-Operative Housing Society Limited” building comprising in itself 33 residential flats and 7 commercial units total aggregating to 40units situated at Dattapada Road, Borivali (E), Mumbai - 400 066”;

- b. Development Agreement dated 10.10.2023 [**“Development Agreement”**] executed Megh Mahal Co-operative Housing Society Limited therein referred as “the Society” of the First Part, M/s. Samarpan Homes and Developers therein referred as “the Developer” of the Second Part, the Members of the Society therein referred as “the Confirming Party/Members” of the Third Part and Vishwanath Ramchandra Nerurkar therein referred as the Occupant of the Fourth Part. The Development Agreement is duly registered in the Office of the Sub-Registrar of Assurances at Borivali on 10.10.2023 under Serial No. BRL/9/12285/2023;
- c. General Power of Attorney dated 10.10.2023 is also duly registered with the Sub-Registrar of Assurances at Borivali under Serial No. BRL/9/12290/2023 executed by the Society in favour of the Developers and/or its partners and nominees;
- d. Intimation of Disapproval dated 25.01.2024 bearing reference no. P-14660/2023/(222)/R/C Ward/KANHERI R/C/337/1/New;
- e. No Objection Certificate for Height Clearance issued by Airports Authority of India dated 13.01.2023 in respect of the said property.

- f. Property card issued by City Survey digitally signed on 27.12.2023 and downloaded on 10.01.2024.
- g. Search Report dated 14.01.2024 of the said property as taken by the search clerk and report issued by Mr. Vikas Yadav, Title Investigator, about the title investigation/search was conducted by him in the office of the Sub-registrars at Mumbai (Old Custom), Bandra (MHADA Office) and Borivali Nos. 1 to 9 for the period 1995 to 2024 (30years).
- h. The Society has entered into registered Development Agreement dated 15.09.2019 with Sangvi Lifespace Pvt. Ltd for the redevelopment of the said property. The said Development Agreement dated 15.09.2019 is duly registered with the Office of Sub-Registrar of Assurance at Borivali No. 5 under reference no. BRL/5/8555/2021. The Society herein also executed registered Power of Attorney dated 24.06.2021 in the favour of Sangvi Lifespace Pvt. Ltd, which is duly registered Office of Sub-Registrar of Assurance at Borivali under reference no. BRL5/8556/2021.
- i. Sangvi Lifespace Pvt. Ltd has obtain I.O.D dated 20.05.2022 under no P-1925/2019/(CTS no 222A and other) /R/C Ward/Kanheri R/C/IOD/1/New, but thereafter failed to initiate further steps for the

Redevelopment project of the Society and hence the Society, decided to terminate the said Sangvi Lifespace Pvt. Ltd and accordingly, the Society through its Advocate's letter dated 24.10.2019 terminated the Development Agreement and Power of Attorney executed in favour of Sangvi Lifespace Pvt. Ltd (**"Erstwhile Developer"**).

- j. Being aggrieved by the Terminated Notice dated 24.10.2019, Erstwhile Developer, moved the Hon'ble High Court, by invoking the Arbitration Clause in the Development Agreement dated 15.09.2019 and filed Arbitration Petition bearing ARBP (L) No. 65 of 2020.
- k. The dispute was amicably settled between the parties therein vide Consent Terms dated 24.03.2021. Subsequently, the Society and Erstwhile Developer executed and registered Supplementary Agreement dated 24.06.2021 [**"Supplementary Agreement"**] incorporating the terms and conditions of consent terms, the earlier Development Agreement was also annexed to the Supplementary Agreement. The Supplementary Agreement is duly registered with the Office of Sub-Registrar of Assurance at Borivali No. 5 under reference no. BRL/5/8555/2021.

1. Despite the said Consent Terms and the said Supplementary Agreement, Erstwhile Developer failed to commence the redevelopment project and caused several breaches and violations of the Consent Terms and the Supplementary Agreement, which forced the said Society to once again issue Termination Notice, more specifically for the reasons set out in Termination Notice dated 23.06.2022 and terminated Development Agreement and Supplementary Agreement.
- m. Pursuant to the Final Termination Notice dated 23.06.2022, the Society also filed an Arbitration Petition bearing (L) No. 23886 of 2022, for the loss and damages, which were liable to be paid by the Erstwhile Developer. However, the Erstwhile Developer also filed a separate Arbitration Petition Bearing (L) No. 25294 of 2022 against the Society.
- n. The Hon'ble High Court vide its order dated 01.12.2022 appointed His Lordship Mr. S J. Kathawala, the former Judge of the Bombay High Court as Sole Arbitrator for adjudication of dispute but refused to grant any injunction order against the Society for the redevelopment of the said property. The Hon'ble Arbitral Tribunal vide its order dated 25.08.2023 rejected section 17 filed by the Erstwhile Developer.

- o. Being aggrieved by an order dated 25.08.2023, the Erstwhile Developer has filed Arbitration Petition (L) No. 24586 of 2023 under section 37 of Arbitration and Conciliation Act, 1996, as amended from time to time. Till date no adverse order is passed against the Society for carrying redevelopment of the said property and there is also no legal impediment for the Developer i.e. M/s. Samarpan Homes and Developers to carry out redevelopment of the said property as per the sanctioned plans and specifications.

2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of Megh Mahal Co-Operative Housing Society Limited and title to carry out the redevelopment of the said property M/s. Samarpan Homes and Developers .i.e. Developer has clear, marketable and without any encumbrances.

Owner of the land:

Megh Mahal Co-Operative Housing Society Limited situated at City Survey No. 222A admeasuring 1290.40 sq. mtrs, situated at Village: Kanheri, Taluka-Borivali at Plot No. 7, TIP Scheme no 1 (Scheme of Girdhar Lavji Parmar) within the Registration District and Sub- District of Mumbai City and Mumbai Suburban alongwith the structure then standing thereon and popularly known as “Megh Mahal Co-Operative Housing

Society Limited" building comprising in itself 33 residential flats and 7 commercial units, situated at Dattapada Road, Borivali (E), Mumbai - 400 066 and bounded by and large as follows:

On or towards East : CTS no 219
On or Towards West : By Asara Colony Road
On or towards South : By Existing Road
On or towards North : Partly by CTS no 221 & Partly by
Dattapada Road

Qualifying comments/remarks if any:

No injunctive/adverse order is passed against the Society for the redevelopment of the said property and appointment of M/s. Samarpan Homes and Developers as their Developer.

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

Dated this 10th day of May, 2025


Dharmesh S. Jain
Advocate High Court

Encl.: As above.