



KHANDEPARKAR & ASSOCIATES

Advocates, High Court

FORMAT- A

(Circular No. :-28/2021)

To
MahaRERA
501, Express Building,
14-E Road. Churchgate,
Mumbai-400020.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Plot no.720-A, CTS No. 23E/10, situated at Junction of Tilak Road and Katrak Road, Dadar Matunga Estate, Dadar East, Mumbai-400014. admeasuring 1048.50 Sq. mts. known as **Sohnaj Building**. (hereinafter referred as "the said plot").

1. I have investigated the title of the said plot on the request of GBD Infracon LLP and following documents i.e :-

1) Description of the property:

Plot no.720-A, CTS No. 23E/10, situated at Junction of Tilak Road and Katrak Road, Dadar Matunga Estate, Dadar East, Mumbai-400014. admeasuring 1048.50 Sq.mts. known as Sohnaj Building.

2) The Documents of Allotment of Plot.

a) **Deed of Assignment** dated 27.11. 2007 registered vide Serial No. 11653/2007 between Ibrahim Patel, CA of Haji Ahmed Eakirbhai Maniyar and Shirish Girish Dikshit, Amar Tea Pvt Ltd through its Directors.

b) **Indemnity Bond** executed by Ibrahim Patel, CA of Haji Ahmed Fakirbhai Maniyar in favour Collector of Mumbai City Survey and Land Record of Mumbai dated 30.1. 2008 at Serial No. 905/2008.



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c) An **Indemnity Bond** executed by Mr Shirish Girish Dikshit in favour.

d) **Deed of Conveyance** Executed by M/s Amar Tea Pvt Ltd through Directors Mr. Atul Hiralal Shah & Mr. Sanjay Bhupatrai Shah dated 31.12. 2009 registered on 10.5. 2010 at Serial no. 4524/2010. Brihan Mumbai Mahanagar Palika dated 21.12. 2010 at Serial No. 9956/2010.

3) Fees have been paid by GBD Infracon LLP for all transfers and the Property Card is under process in respect of above property

4) Search report for 40 years from 1983 till 2022

2. On perusal of the abovementioned documents and all other relevant documents relating to title of the said property. I am of the opinion that the title of GBD Infracon LLP is clear, marketable and without any encumbrances.

Owners of the land

- a. Transfer of Lease in name of Mr. Shirish Dikshit via Deed of Assignment dated 27.11.2007, Indemnity Bond dated 30.01.2008 and Deed of Conveyance dated 31.12.2009.
- b. Assignment of Rights and Title of Lease in name of Sohraj Tenant Association via Order of Consent Term dated 05.08.2021.
- c. Transfer of Development Rights in name of M/S GBD INFRACON LLP via Deed of Assignment and Development Agreement dated 08.03.2022 which was registered on 21.06.2022.
- d. Transfer Premium was paid by M/S GBD INFRACON LLP on behalf of Sohraj Tenant Association on 24.03.2023 and vide Estate Letter



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No.AC/Estates/11407/LB-IV dated 24.03.2023 leasehold rights was conditionally transferred in name of Sohraj Tenant Association.

3. The Report reflecting the flow of the title of the (owner/ promoter/ developer/company) on the said land is enclosed herewith as annexure.

Encl : Annexure.

Khandeparkar & Associates

Date: 26.02.2024

Apoorva A. Khandeparkar

Apoorva A. Khandeparkar
Advocate, High Court.



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FLOW OF THE TITLE OF THE SAID LAND

- 1) Fees have been paid by GBD Infracon LLP for all 3 transfers and the Property Card is under process in respect of above property.
- 2) Search report for 40 years from 1983 to 2022 Taken from Sub-Registrar' office at Mumbai.

3) **Any other relevant title:**

Plot No.720-A, CTS No.23E/10, situated at Junction of Tilak and Katrak Road, Dadar Matunga Estate, Dadar East, Mumbai-400014. admeasuring Sq.mt. known as "Sohnaj Building".

- i. Above Plot was Leased to Mr. Shirish Dixit (Dikshit Realtors) vide Deed of Assignment dated 27.11.2007 for Redevelopment of above property and MOU was also executed dated 09.11.2008 but due to dispute between Shirish Dixit and Sohnaj Tenant's Association, a Consent Term was filed by Sunil Soi (HUF) & Others against Mr. Shirish Dikshit in Bombay High Court vide Suit No.1097 of 2015.
- ii. Order was passed on 05.08.2021 by Hon'ble Bombay High Court for Suit No. 1097 of 2015 whereby Mr. Shirish Dikshit assigns its rights, title and interests in the Suit property to the Sohnaj Tenant Association subject to Clause No.1 and 9 of Consent Terms Filed. By this order the said suit and all interim suits were disposed of.
- iii. Deed of Assignment cum Development Agreement dated 08.03.2022 was made and registered on 21.06.2022 between A. 1) Shirish Dikshit 2) Mrs. Rajani Shirish Dikshit 3) Dikshit Realtors as Confirming Party and B. Sohnaj Tenants Association (Proposed) and C.)M/S GBD INFRACON LLP as Developer and D) Mr. Suresh Trivedia as Flat Buyer wherein Mr. Shirish Dikshit assigned its rights, title and interests in the Suit property to the Sohnaj Tenant Association subject to Clause No.1 and 9 of Consent Terms Filed and Sohnaj Tenant Association as per Clause 12 hereby agreed and admitted to transfer Development rights



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to M/S GBD INFRACON LLP and handover to Tenants the reconstructed PAA.

- iv. Application was made to Estate Department by Sohnaj Tenant Association for Transfer of Lease dated 17.08.2022 and payment of transfer premium will be done by M/S GBD INFRACON LLP on behalf of association.
- v. Undertaking was filed to MCGM by Mr. Girish V Mhatre as authorized Representative of Sohnaj Tenant Association and it was undertaken that the issue of transfer premium is subjudiced in the Hon. High Court in WP No.1251 of 2014 and other.
- vi. Premium was paid by M/S GBD INFRACON LLP on 24.03.2023 and Letter was issued by Estate Department dated 24.03.2023 for conditional transfer of Leasehold rights in name of Sohnaj Tenants Association Proposed).

4) **Litigations:** There was a litigation in Hon'ble High Court against Mr Dikshit at the instance of tenants/ members of Sohnaj Tenant's Association which culminated in filing of consent terms. The compliance consent terms are undoubtedly mandatory. There is no a doubt that the undertakings if any, given to the Hon'ble Court are binding on parties. However, the same is not considered in this title certificate as it is not reflected in the Search in Office of Sub Registrar, Mumbai, as well as Mumbai 1, Mumbai 2, Mumbai 3, Mumbai 4 & Mumbai 5.

Khandeparkar & Associates

Date: 26.02.2024

Apoorva A. Khandeparkar
Advocate, High Court.