



Prime Legem

Premises No.04, First Floor, GoraiSangliSahayog Co-operative Housing Society Ltd., Gorai Road, Borivali (West), Mumbai – 400 091 Mob. : 9223014222; E.: info@primelegem.com

FORMATE-A (Circular No. 28/2021)

TO,
Maharashtra Real Estate Regulatory Authority
6th & 7th Floor, Housefin Bhavan,
Plot No. C-2, E-Block,
Bandra Kurla Complex,
Bandra (East), Mumbai-400 051

LEGAL TITLE REPORT

Sub: Title Certificate with respect to ALL THAT piece or parcel of land bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final IPlot No. 70, of TPS III, Borivali, admeasuring 2117.80 sq. mtrs. Or thereabouts, situated at Jambali Galli, **TOGETHER WITH** the building known as **BORIVALI ANAND MANGAL CO-OPERATIVE HOUSING SOCIETY LIMITED** on tenancy basis and consisting of Ground plus 5 upper floors consisting of 38 Residential Premises **TOGETHERWITH** Bungalow consisting of 16 rooms on tenancy basis and **TOGETHERWITH** the structures/chawls, dwelling houses consisting of 10 room on tenancy basis standing thereon at Village Kanheri, Taluka Borivali in the Registration District and Sub District of Mumbai City and Suburban and situated at Jambali Galli, Borivali (West), Mumbai – 400 092 (*hereinafter referred to as “the said Property”*).

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We have investigated the title of Navkar Developers, a partnership firm registered under the Indian Partnership Act, 1932 and having registered address at A- 103, Vishnu Apartment, L.T. Road, Borivali (West), Mumbai–400092 (hereinafter referred to as the “Our Client”)



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1. DESCRIPTION OF THE PROPERTY:

ALL THAT piece or parcel of land bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final I Plot No. 70, of TPS III, Borivali, admeasuring 2117.80 sq. mtrs., situated at Jambali Galli, **TOGETHER WITH** the building known as **BORIVALI ANAND MANGAL CO-OPERATIVE HOUSING SOCIETY LIMITED** on tenancy basis and consisting of Ground plus 5 upper floors consisting of 38 Residential Premises **TOGETHERWITH** Bungalow consisting of 16 rooms on tenancy basis and **TOGETHERWITH** the structures/chawls, dwelling houses consisting of 10 room on tenancy basis standing thereon at Village Kanheri, Taluka Borivali in the Registration District and Sub District of Mumbai City and Suburban and situated at Jambali Galli, Borivali (West), Mumbai – 400 092 (*hereinafter referred to as “the said Property”*).

2. DOCUMENTS OF ALLOTMENT:

By and under an Indenture of Lease dated 15th January, 1972 registered with the office of Sub-Registrar of Assurances at Bombay under serial No. R/2141 of 1972 dated 21.07.2003, made and entered into between Lakshmiben Ananddas Kapadia and anr. And one New Raj Laxmi Construction Company (*hereinafter referred to as the said “Erstwhile Lessee”*). The said Lakshmiben Ananddas Kapadia and anr. granted lease in respect of the **ALL THAT** piece or parcel of land bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, Original Plot No. 64, Final Plot No. 70, of TPS III, Borivali, admeasuring 2117.80 sq. mtrs., and situated at Jambali Galli, Borivali (West), Mumbai – 400 092 in the Registration District and sub-District of Mumbai City and Suburban. (*hereinafter referred to as the “Said Land”*) for the period of 98 years commencing from 1st July, 1972 unto and in favour of the said New Raj Laxmi Construction Company i.e. Lessee for the price and consideration and upon the terms and conditions as mentioned therein;



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3. By and under Deed of Assignment of Lease dated 5th May, 1978, Registered with Office Of Sub-Registrar Assurance at Mumbai under Serial No. BBJ/878/1978 made and enter into between the Erstwhile Licensee and the Society being Borivali Anand Mangal Co-Operative Housing Society Limited, the said Erstwhile Lessee transferred the residual period of lease hold rights in respect of the said Land unto and in favour of the said Society for the price and consideration and upon the terms and conditions more particularly mentioned therein;
4. By and under Indenture of Conveyance (Reversionary interest) dated 7th June, 2005, Registered with Office Of Sub-Registrar Assurance at Borivali under Serial No. BDR-12/2553/2005 made and entered into between the Suryakumar Anandas Kapadia and Others (*hereinafter referred to as the Original Owners*), (therein referred to as the Vendors) of One Part and Our client i.e. Navkar Developer, (therein referred to as “the said Purchasers”) of the Other Part, the said Original Owners had sold, transferred and conveyed the said Property unto and in favor of our client for the price and consideration and upon the terms and conditions more particularly mentioned therein;
5. By and under a Development Agreement dated 11th August, 2016 (read with Supplementary Agreement dated 15th September, 2021) registered with the office of Sub-Registrar of Assurances at Borivali under serial No. BRL-5/8201/2016 dated 11th August 2016 made and entered into between the Society herein (therein also referred to as the Society/Lessee) of the One Part and our Client (therein also referred to as the Developers/Lessors) of the Other Part, the Society have granted the right of the Redevelopment with respect to the said Property unto and in favour of our Client for the price and consideration and upon the terms and conditions more particularly mentioned therein;
6. By and under a Supplementary Development Agreement dated 15th September, 2021 registered with the office of Sub-Registrar of Assurances at Borivali under serial No. BRL-



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5/12928/2021 dated 15th September, 2021 made and entered into between the Society herein (therein also referred to as the Society/Lessee) of the One Part, Our Client (therein also referred to as the Developers/Lessors) of the Second Part and Majority Members of the Society (therein referred to as the Members of the Third Part), the parties therein modified the terms and conditions of the redevelopment Agreement in respect of the said Property with the consent and confirmation of the Members therein for the utilisation of enhanced and additional FSI and upon the terms and conditions more particularly mentioned therein;

7. 7/12 EXTRACT OR PROPERTY REGISTRATION CARD ISSUED BY CITY SURVEY

OFFICE:

As per Property Card of the said property is bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final Plot No. 70, of TPS III, Borivali admeasuring 2117.80 sq. mtrs of Borivali (West).

8. SEARCH REPORT FOR 30 YEARS:

The notes of search for the period of 30 years and in the entire Notes of Search there are No entries found affecting the title.

2/- 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 M/S. Navkar Developers in respect said Property, is clear, marketable and without any encumbrances.



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OWNER OF THE LAND:

M/s Navkar Developers is sole and absolute owner in respect of ALL THAT piece or parcel of land bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final I Plot No. 70, of TPS III, Borivali, admeasuring 2117.80 sq. mtrs. Or thereabouts, situated at Jambali Galli, of Village Kanheri, Taluka Borivali in the Registration District and Sub District of Mumbai City and Suburban and situated at Jambali Galli, Borivali (West), Mumbai – 400 092

3/- The Report reflecting the flow of the Title of M/S. Navkar Developers in respect of the said property is enclosed as Annexure.

Encl : Annexure

Dated this ____ Day of April, 2022.

Place: Mumbai

Yours Faithfully,
For Prime Legem

Proprietor
Advocate High Court



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ANNEXURE **FLOW OF THE TITLE OF THE SAID PROPERTY**

1. By and under Indenture of Conveyance (Reversionary interest) dated 7th June, 2005, Registered with Office Of Sub-Registrar Assurance at Borivali under Serial No. BDR-12/2553/2005 made and entered into between Suryakumar Anandas Kapadia and Others, have sold, transferred and assigned the said property unto and in favour of Navkar Developer, for the price and consideration and upon the terms and conditions more particularly mentioned therein;
2. Accordingly, Our Client have become the sole and absolute Owner in respect of the said Property;
3. In the Special General Body Meeting of the Society held on 13.10.2015, the Developer's offer has been duly consider discussed and scrutinize by all the members of Society and Society members have unanimously decided to grant Development Right in Our client favour for the redevelopment of the said property. Accordingly, Resolution passed by the Society whereby our client are appointed and authorized to carry out Redevelopment of the Said Property.
4. The Development Planning Remark vide No CHE/387/DPWS/R dated 1 August, 2015 issued by Municipal Corporation of Greater Mumbai the said property is falling under 'R' Zone and is not falling under any reservation.
5. The property card issued by the City Survey office of the said property indicate that M/s. Navkar Developers are the Lessors of the said property admeasuring about 2117.80 sq mtrs.



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6. By and under a Development Agreement dated 11th August, 2016 registered with the office of sub-registrar of Assurances at Borivali under serial No. BRL-5/8201/2016 dated 11th August 2016, the said Society have granted development rights in respect of the said Property in favour of Our Client for the price and consideration and upon the terms and conditions more particularly mentioned therein;
7. The Society has simultaneously with the Development Agreement also executed a Power of Attorney dated 11th August, 2016 and registered with the office of sub-registrar at Borivali under serial No. BRL-5/8202/2016 dated 11th August, 2016, unto and in favour of Mr. Prasanna Gadkari the Partner of M/s Navkar Developer;
8. Our Client had also filed a suit being Suit No. T.E. & R. Suit No. 1612/174 of 2014 against the said Society i.e. Borivali Anand Mangal Co-operative Housing Society Limited on the grounds mentioned therein;
9. By and under a Supplementary Development Agreement dated 15th September, 2021 registered with the office of sub-registrar of Assurances at Borivali under serial No. BRL-5/12928/2021 dated 15th September, 2021 the parties therein modified the terms and conditions of the redevelopment Agreement in respect of the said Property for the utilisation of enhanced and additional FSI and upon the terms and conditions more particularly mentioned therein;
10. The Society has together with the Supplementary Development Agreement also executed a supplementary Power of Attorney dated 15th September, 2021 and registered with the office of sub-registrar at Borivali under serial No. BRL-5/12929/2021 dated 15th September,



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2021 unto and in favour of Mr. Prasanna Gadkari the Partner of the M/s Navkar Developer;

11. As per the Town Planning Remark vide Ref. No. ChE/DP/TPRF202108111337523/TPS dated 10th August, 2021 issued by the Municipal Corporation of Greater Mumbai the said Property is bearing final plot No. 70;
12. Pursuant to the norms of MCGM our client were entitled for 2 FSI. And By virtue of the Supplementary Development Agreement and Supplementary Power of Attorney now the Our Client are entitled to the further additional FSI as may be applicable as per the norms of DCPR 2034;
13. In the premises aforesaid Our Client is the absolute Owner and well and sufficiently entitled for the redevelopment in respect of the said Property;
14. On the basis of the documents, representations enumerated hereinabove, Leasehold rights of Society of the said Property as more particularly described hereinabove and title and Ownership to the above-mentioned Property clear and marketable.