

Gautam V. Bhagwat

Gargi V. Bhagwat

Divekar Bhagwat & Co

ADVOCATES & SOLICITORS

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17, Raghunath Dadaji Street,
Fort, Mumbai - 400 001.
Tel : 2269 4994, 2269 4995
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Ref. No. :

81/2024

Date :

25/4/2024

To,
MAHARERA
BKC, Housefin Bhavan, near RBI,
E Block, Bandra Kurla Complex, Bandra East,
Mumbai, Maharashtra 400051.

LEGAL TITLE REPORT

Sub: Title report with respect to the property being land admeasuring 3,772.1 sq. mtrs. bearing C.T.S. No. 1420A (originally bearing C.T.S Nos. 1420 and 1420/1 to 9) of Village Eksar, Taluka Borivali, Mumbai Suburban District alongwith a building known as "Shailesh Apartments" standing thereon ("**said Property**").

Sir,

We have gone through the title of The Shailesh Vihar Co-Operative Housing Society Limited (hereinafter called "**the Society**") being the **Owners** of the said Property and the Development Rights of **M/S. RELCON INFRAPROJECTS LIMITED**, a Company duly registered under the provisions of the Indian Companies Act, 1956 having its Registered Office at 4th Floor, Relcon House Premises CSL, Plot 15/A, M. G. Road, Vile Parle (East), Mumbai 400 057, (Former Corporate address at A-01/101, Krishna Apartment, Juhu Lane, Opp. Mahavir Jain Vidyalaya, Andheri (West), Mumbai 400 058) through the hands of its Director **Mr. Rakesh P. Shah**, (hereinafter referred to as "**the said Developer**") & **M/S. RELCON ZP JE CONSTRUCTION LLP**, a Limited Liability Partnership Firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its Office at 301/302, Sai Arpan, B-11, Sai Complex, PG. Vora Road, Mira Road, Mumbai 401 107, having PAN NO. ABQFM6247C through its Partner **Mr. Gaurav T. Joshi** (hereinafter referred to as "**the said Special Purpose Vehicle**" / "**SPV**"), with respect to the said Property more particularly described

in the schedule hereunder written and as regards the same, We have to state as under:

I. Description of Property:

All that piece or parcel of land hereditaments and premises which was originally bearing C.T.S Nos. 1420 A admeasuring 3,245.9 sq. meters, 1420/1 admeasuring 22.6 square meters, 1420/2 admeasuring 19.8 square meters, 1420/3 admeasuring 22.0 square meters, 1420/4 admeasuring 25.0 square meters, 1420/5 admeasuring 25.0 square meters, 1420/6 admeasuring 340.6 square meters and 1420/7 admeasuring 22.0 square meters, 1420/8 admeasuring 43.0 square meters and 1420/9 admeasuring 6.2 square meters totaling to 3,772.10 sq. mtrs, and which has now, as per the Collector's Order dated 31.12.2014, and the City Survey Officer's Order dated 7.3.2015, been amalgamated into C.T.S. No. 1420A admeasuring 3,772.10 sq. mtrs, situated at Village Eksar, Taluka Borivali, Mumbai Suburban District in the Registration Sub-District of Mumbai together with building known as "Shailesh Apartments" standing thereon and bounded as follows:

On or towards the West : 18.30 mtrs. wide road;

On or towards the South: 27.45 mtrs. wide Devidas road;

On or towards the North: CTS No. 1419 & 1423 of Village Eksar;

On or towards the East : CTS No. 1421 of Village Eksar;

II. Documents referred to:

1. Copy of Consent Decree dated 21.08.1987 passed by His Lordship Mr. Justice Kenai in Suit No. 385 of 1987 filed in the Hon'ble High Court, Bombay by Champabai

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Kanhaiyalal & Ors. against the said Society & Ors. and registered with the office of the Sub-Registrar of Assurances, Bombay under Serial No. SBBJ/1133/1988.

2. Copy of Property Card of C.T.S. Nos. 1420/A.
3. Copy of Deed of Correction dated 02.09.2014 executed by the said Society and registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BRL-7/7131/2014 on 02.09.2014, for rectifying the Index-II in respect of registered Consent Decree dated 21.08.1987 passed by filed in the Hon'ble High Court, Bombay in Suit No. 385 of 1987.
4. Copy of the Development Agreement dated 23.12.2014 executed by the said Society, its members and the said Developer and registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BRL-2/9337/2014.
5. Copy of the Supplementary Development Agreement dated 29.03.2016 executed by the said Society and the said Developer and registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BRL-2/728/2016.
6. Copy of the IOD bearing Ref No. CHE/WSII/0805/R/N/337(NEW).
7. Copy of the Revised IOD bearing Ref No. CHE/WSII/0805/R/N/337(NEW)/IOD/1/Amend dated 17th March, 2023.
8. Copy of the Commencement Certificate bearing Ref No. CHE/WSII/0805/R/N/337(NEW)/CC/1/New dated 23rd January, 2024.
9. Papers and proceedings of the Commercial Arbitration Petition No. 37 of 2020 before the Hon'ble High Court of

Judicature at Bombay under Section 9 of the Arbitration and Conciliation Act, 1996.

10. Copy of the Second Supplementary Development Agreement dated 27.06.2022 executed by the said Society, its members, the said Developer and the said SPV and registered with the office of the Sub-Registrar of Assurances under Serial No. BRL-9/9635/2022.
11. Search report dated 18th July, 2022 taken in respect of the said Property, through Ganesh Y. Gawde, Title Investigator from year 1970 to 2022 i.e. for a period of 52 years in the Office of the Sub Registrar at Mumbai, Bandra and Borivali 1 to 11 for verifying the title of the said Society being the Owners of the said Property.

III On perusal of the above mentioned documents, We are of the opinion that subject to what is mentioned in the flow of the title annexed hereto, the title of the said Society being the Owners of the said Property and the rights of the Developer and the SPV who are jointly entitled to develop the said Property, are free from all encumbrances, litigations, mortgages and is a marketable title.

IV. Owner of the said Property

The Shailesh Vihar Co-Operative Housing Society Limited is the owner of and is seized and possessed of or otherwise well and sufficiently entitled to the said Property in view of the Consent Decree dated 21.08.1987 which was duly registered with the office of the Sub-Registrar of Assurances, Mumbai on 21.03.1998 under Serial No. SBBJ/1133/1988.



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V. Owner of the said Property as per Property Card

The revenue record i.e. property card in respect of the said Land/Property, stands in the name of the Society as the owner thereof.

VI. The report reflecting the flow of the title of the said Society is enclosed herewith as an annexure.

Dated this 25th day of April, 2024

Yours truly,

For M/s. Divekar Bhagwat & Co.

Encl. as above.


Partner

FLOW OF THE TITLE

- A. One Mrs. Champabai Kanjalal & others were seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 4390.51 sq. mtrs. originally bearing Survey No. 170 Hissa No. 5 and thereafter bearing C.T.S. No. 1420 and 1420/1 to 9 of Village Eksar, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as "**the said Larger Land**") alongwith the hereditaments, structures, shed, well, etc. standing thereon.
- B. Thereafter, vide an Agreement for Sale dated 09.10.1973, Champabai Kanjalal & others, agreed to sell and transfer the said Larger Land alongwith the existing structure standing thereon in favour of M/s. Star Syndicate, for valuable consideration and upon the terms and conditions recorded therein and which has been duly sanctioned by the High Court of Bombay by its Order dated 23.09.1973 passed in Miscellaneous Petition No. 1065 of 1973 on behalf of the minors therein.
- C. Thereafter, the said Star Syndicate, demolished the old structure standing thereon and constructed a new building known as "Shailesh Apartments" (hereinafter referred to as "**the said Building**") and the flat purchasers therein formed a co-operative housing society known as "The Shailesh Vihar Co-operative Housing Society Limited" registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/4834 of 1976 on 14.05.1976 (hereinafter referred to as "**the said Society**").
- D. The said Society and purchasers in respect of flats in the said Building filed a Suit bearing No. 385 of 1987 against the original owners of the said Larger Land i.e. Champabai Kanjalal & others and the purchasers under the said Agreement for Sale dated 09.10.1973 i.e. the said M/s. Star Syndicate and other seeking specific performance of the said Agreement for Sale dated 09.10.1973 and an Agreement dated 27.05.1974 for purchase of a

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flat in the said Building and for transferring, conveying and assigning the said Larger Land along with the said Building in favour of the said Society i.e. Plaintiff No. 1 therein.

E. Thereafter, a consent decree dated 21.08.1987 came to be passed in the said Suit No. 385 of 1978 by the Hon'ble High Court whereby the original owners of the said Larger Land conveyed, sold, transferred and assigned the said Larger Land to the Society and the Purchasers under the said Agreement for Sale dated 09.10.1973 confirmed such transfer. It was specifically provided that the said Consent Decree dated 21.08.1987 shall operate as a conveyance of the said Larger Land. The said Consent Decree dated 21.08.1987 was duly registered with the office of the Sub-Registrar of Assurances, Mumbai on 21.03.1998 under Serial No. SBBJ/1133/1988.

F. Vide an NA Order dated 09.05.1980 bearing No. ADC/LND/C/141, passed by the Hon'ble Upper District Collector, Andheri, the Land bearing C.T.S. No. 1420 and 1420/1 to 9 had been converted as Non-Agricultural Land.

G. Thereafter, a part of the said Larger Land admeasuring 111.7 sq. mtrs. out of total area of C.T.S. No. 1420 was acquired by Mumbai Municipal Corporation for road heading towards flyover, hence said area was deducted from C.T.S. No. 1420 and new property register card was opened for the same and numbered as C.T.S. No. 1420/B and area admeasuring 511 sq. mtrs. for SVP Road was also deducted from C.T.S. No. 1420 and new property register card has been opened for the same and numbered as C.T.S. No. 1420/C. The remaining portion of the land bearing C.T.S. No. 1420 admeasuring 3245.9 was renumbered as C.T.S. No. 1420/A.

H. Thereafter, vide Mutation Entry No. 1084, the names of the Holders of the Land were corrected from Champabai Kanjalal & Ors. to Champabai Kanhaiyalal & Ors. as per order dated 23.07.2014 of the



Hon'ble District Superintendent of Land Records, Mumbai Suburban in Appeal No. City Survey. S. 7/Appeal Sr. 948/2014.

- I. Thereafter, vide a Deed of Rectification dated 23.07.2014 executed by the Society and registered with the office of the Sub-Registrar of Assurances, Borivali on 28.07.2014 under Serial No. BRL-7/6065/2014, the schedule to the said Consent Decree dated 21.08.1987 was rectified and the corresponding C.T.S. Number and name of village of the said Larger Land was included.
- J. However, the area of the said Larger Land was wrongly mentioned as 3290.51 sq. mtrs. in the Index -II of the said Deed of Rectification dated 23.07.2014 and therefore, a Deed of Correction dated 02.09.2014 was executed by the said Society, to rectify the area of the said Larger Land from 3,290.51 sq. mtrs. to 4,390.51 sq. mtrs. in the Index-II of Deed of Rectification dated 23.07.2014. The said Deed of Correction dated 02.09.2014 was registered with the office of the Sub-Registrar of Assurances, Borivali on 02.09.2014 under Serial No. BRL-7/7131/2014.
- K. Thereafter, the Property Register Cards of C.T.S. Nos. 1420/1 to 9, admeasuring 22.60 sq. mtrs., 19.80 sq. mtrs., 22.00 sq. mtrs., 25 sq. mtrs., 25.00 sq. mtrs., 340.60 sq. mtrs., 22.00 sq. mtrs., 43.00 sq. mtrs., & 6.20 sq. mtrs. respectively total admeasuring 526.20 sq. mtrs. were merged into C.T.S. No. 1420/A and the area under C.T.S. No. 1420/A was confirmed as 3772.10 sq. mtrs. vide Mutation Entry No. 115/15.
- L. Accordingly, the said Society became seized and possessed of and otherwise well and sufficiently entitled to the said Property i.e. all that piece and parcel of land admeasuring about 3772.01 sq. mtrs. bearing C.T.S. No. 1420A of Village Eksar, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as **"the said Land"**) alongwith the said Building. The said Land and the said Building is hereinafter collectively referred to as **"the said Property"**.

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M. The said Society vide a Development Agreement dated 23.12.2014 (hereinafter referred to as **"the DA"**) registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BRL-2/9337/2014, whereby the Society granted development rights in respect of the said Property being land admeasuring 3,772.1 sq. mtrs. bearing C.T.S. No. 1420A (originally bearing C.T.S Nos. 1420 and 1420/1 to 9) of Village Eksar, Taluka Borivali, Mumbai Suburban District alongwith a building known as "Shailesh Apartments" standing thereon in favour of the said Developer, upon the terms and conditions recorded therein interalia for demolition of the said Existing Building known as 'Shailesh Apartments' and for construction of the New Building to be known as "103 West" on the said Land. As per Clause 86(d), the said Developer was entitled to redevelopment of the said Property through its Special Purpose Vehicle (SPV), M/s. Relcon ZP JE Construction LLP.

N. Simultaneously, with the execution of the DA, the said Society also executed a Power of Attorney dated 23.12.2014, registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BRL-2/9338/2014 in favour of the said Developer, authorizing it to do such acts, deeds, matters and things in relation to the development of the said Property.

O. Thereafter, the said Society and the said Developer entered into a Supplementary Development Agreement dated 29.03.2016 (hereinafter referred to as **"the SDA"**) and registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BRL-2/728/2016 to modify and amend certain terms of the DA on account of various changes in government policies, rules and regulations, and due to the increase in the premiums payable to the MCGM, cost of FSI/TDR and construction cost thereby increasing the overall project cost.

P. The redevelopment of the said Property was stalled due to various reasons. The said Society issued a Notice dated 06.09.2019 to the said Developer thereby terminating the DA, the said Power of



Attorney 23.12.2014 and the SDA pursuant to the resolution passed by the said Society in its Special General Body Meeting dated 07.07.2019.

- Q. The said Developer refuted the allegations made by the said Society and invoked arbitration in accordance with the DA read with the SDA and filed a Commercial Arbitration Petition No. 37 of 2020 before the Hon'ble High Court of Judicature at Bombay under Section 9 of the Arbitration and Conciliation Act, 1996 for restraining the said Society from acting in furtherance to the notice of termination dated 06.09.2019 and the resolution passed in the Special General Meeting held on 07.07.2019.
- R. The said Commercial Arbitration Petition No. 37 of 2020 was disposed off by an Order dated 04.03.2021 and the Hon'ble Court also referred the disputes to Arbitration by appointing Mr. Vishal Kanade as the Sole Arbitrator to decide the disputes between the Parties.
- S. The Arbitration Proceedings proceeded and there were discussions and negotiations between the said Society and the said Developer and the parties arrived at a mutual and amicable settlement pursuant to which the said Society and the said Developer along with the said SPV entered into a Second Supplementary Development Agreement dated 27.06.2022 (hereinafter referred to as "**the SSSDA**"), registered with the office of the Sub-Registrar of Assurances under Serial No. BRL-9/9635/2022 whereby the terms of the DA and the SDA were amended and modified.
- T. The said SPV is a Special Purpose Vehicle incorporated as a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and has been made a party to the said SSSDA pursuant to Clause 84(d) of the DA read with Cause 26 of the SSSDA. As per the aforesaid Clause 84(d) of the DA read with Cause 26 of the SSSDA the said SPV is also liable for all the obligations of the said Developer under the DA read with the SDA and the SSSDA.

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- U. Pursuant to the Development Agreement dated 23.12.2014 registered under Serial No. BRL-2/9337/2014, Supplementary Development Agreement dated 29.03.2016 registered under Serial No. BRL-2/728/2016 and Second Supplementary Development Agreement dated 27.06.2022 registered under Serial No. BRL-9/9635/2022, the Developer M/S. Relcon Infraprojects Limited, and the Special Purpose Vehicle (SPV), M/s. Relcon ZP JE Construction LLP are jointly entitled to develop the said Property.
- V. The name of the said Society is entered as Owners of the said Property in the Property Card issued by the City Survey Department in respect of the C.T.S No. 1420/A, on 17.11.2014, as evidenced vide mutation Entry No. 1084.
- W. The Developer has obtained the IOD bearing Ref No. CHE/WSII/0805/R/N/337(NEW) and subsequently the Developer has also obtained the Revised IOD bearing Ref No. CHE/WSII/0805/R/N/337(NEW)/IOD/1/Amend dated 17th March, 2023.
- X. The said Society has already vacated and handed over the said Building to the Developer for the purpose of Redevelopment. The Developer has demolished the said Building and obtained the Commencement Certificate bearing Ref No. CHE/WSII/0805/R/N/337(NEW)/CC/1/New dated 23rd January, 2024, and has commenced the construction of the New Building.
- Y. We had also issued a Public Notice dated 23.06.2022 which was published in Free Press Journal (English), Economic Times (English) and Navshakti (Marathi), calling upon any persons having any claims in respect of the said Property, but we have not received any claims pursuant to the said Public Notice.
- Z. We have on behalf of the Society caused search to be taken in respect of the said Property through Ganesh Y. Gawde, Title Investigator from year 1970 to 2022 i.e. for a period of 52 years in

the Office of the Sub Registrar at Mumbai, Bandra and Borivali 1 to 11 for verifying the title of the Society of the said Property who has given his search report dated 18th July, 2022. On perusal of the search report is prepared subject to torn pages. We have not come across any encumbrances in respect of the said Property. Record for physical search maintained up to date 31st December, 2019 and record of the year 2019 not maintained properly, found in loose pages.

AA. Subject to what is mentioned above and from the documents provided to us, the said Society, Shailesh Vihar Co-operative Housing Society Limited is absolutely entitled to the ownership rights in respect of the said Property being land admeasuring 3,772.1 sq. mtrs. bearing C.T.S. No. 1420A (originally bearing C.T.S Nos. 1420 and 1420/1 to 9) of Village Eksar, Taluka Borivali, Mumbai Suburban District alongwith a building known as "Shailesh Apartments" standing thereon and the said Developer, M/s. Relcon Infraprojects Limited and the said SPV, M/s. Relcon ZP JE Constructions LLP are jointly entitled to the development rights in respect of the said Property.

BB. Subject to the rights of the Flat Owners of the said Building known as "Shailesh Apartments", the title of the Shailesh Vihar Co-operative Housing Society Limited is free and marketable and M/s. Relcon Infraprojects Limited and M/s. Relcon ZP JE Constructions LLP are jointly entitled to develop the said Property and are entitled to sell and transfer the Developers Premises as per the terms and conditions of the Development Agreement dated 23.12.2014 read with the Supplementary Development Agreement dated 29.03.2016 and the Second Supplementary Development Agreement dated 27.06.2022.

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Ref. No. : _____

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THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land hereditaments and premises which was originally bearing C.T.S Nos. 1420 A admeasuring 3,245.9 sq. meters, 1420/1 admeasuring 22.6 square meters, 1420/2 admeasuring 19.8 square meters, 1420/3 admeasuring 22.0 square meters, 1420/4 admeasuring 25.0 square meters, 1420/5 admeasuring 25.0 square meters, 1420/6 admeasuring 340.6 square meters and 1420/7 admeasuring 22.0 square meters, 1420/8 admeasuring 43.0 square meters and 1420/9 admeasuring 6.2 square meters totaling to 3,772.10 sq. mtrs, and which has now, as per the Collector's Order dated 31.12.2014, and the City Survey Officer's Order dated 7.3.2015, been amalgamated into C.T.S. No. 1420A admeasuring 3,772.10 sq. mtrs, situated at Village Eksar, Taluka Borivali, Mumbai Suburban District in the Registration Sub-District of Mumbai and is bounded as follows :-

- On or towards the West : 18.30 mtrs. wide road;
On or towards the South: 27.45 mtrs. wide Devidas road;
On or towards the North: CTS No. 1419 & 1423 of Village Eksar;
On or towards the East : CTS No. 1421 of Village Eksar;

Dated this 25th day of April, 2024

Yours truly,

For M/s. Divekar Bhagwat & Co.


Partner