



SL PARTNERS
ADVOCATES & SOLICITORS

FORMAT-A

(Circular No.:- 28/2021)

To
MahaRERA,
Housefin Bhavan,
BKC,Bandra East,
Mumbai-400051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to CTS No. E/746, E/747 and E/748 admeasuring about 918.90 (Nine Hundred and Eighteen Point Ninety) square meters, situated at Plot No. 99 on 7th Road, Khar (West), Mumbai - 400 052 situated and located at village Bandra, Taluka South Salsette, within the registration district Bombay suburban and within the limits of Municipal Corporation of Greater Mumbai under 'H' ward no. 4166 (hereinafter referred as the said "Plot").

1. I have investigated the title of the said Plot on the basis of the copies of the title deeds and other papers produced for our perusal, including :-
 - (a) Description of the property: (As set out above)
 - (b) The documents of allotment of plot as set out in our Title Report, enclosed herewith as Annexure 1.
 - (c) Property card for the Plot.
 - (d) Search Reports dated (i) July 20, 2023, for a period of 30 (Thirty) years from 1994 to 2023 and (ii) November 7, 2024 for a period of 1 (One) year from 2023 to 2024.
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 Society is clear and marketable for the purpose of redevelopment. It is clarified that the same is subject to the compliance of the terms mentioned in the Consent Terms dated 13th July 2023 and the Qualifications, Limitations and Assumptions as set out in Title Report dated November 12, 2024 enclosed herewith as Annexure 1.

- (a) Owner of the said Plot:

King of Suburbs Co-operative Housing Society Limited is the owner of the said Plot bearing CTS No. E/746, E/747 and E/748 admeasuring about 918.90 (Nine

— SL PARTNERS —

ONE BKC, Unit No. 1617, C Wing, 16th Floor, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

Tel : 022 6867 0500 | Email : contact@slpartners.in

Devang Mehta M : +91 98921 46066 | Tushar Gujjar M : +91 98335 28016 | Nand Kishore M : +91 91679 46872

Hundred and Eighteen Point Ninety) square meters, situated at Plot No. 99 on 7th Road, Khar (West), Mumbai - 400 052, situated and located at village Bandra, Taluka South Salsette, within the registration district Bombay suburban and within the limits of Municipal Corporation of Greater Mumbai under 'H' ward no. 4166 and is bounded as follows:

On or towards the North: By the public road known as 7th road;

On or towards the South: Partly by plot no. 96 and partly by plot no. 102;

On or towards the East: Partly by plot no. 97 and partly by plot no. 98; and

On or towards the West: Partly by plot no. 100 and partly by plot no. 101

(b) Promoter of the said Plot

The Society has validly granted development rights in respect of the Plot to AOS Development Private Limited, a private limited company incorporated under the provisions of the Companies Act, 2013, having CIN U70109MH2022PTC389617 and having its registered office at 703, Pioneer Heights, 3rd Road, Khar (West), Mumbai - 400 052 ("Promoter").

3. The report reflecting the flow of the title of the Owner of the said Plot is enclosed herewith as Annexure 1.

Encl:
Annexure 1: Title Report

ZG |
Advocate. 

Date: November 12, 2024

(Stamp)

FORMAT-A

(Circular No.:- 28/2021)

FLOW OF THE TITLE OF THE SAID LAND.

Sr. No.

- I. P.R. Card as on date of application for registration.
- II. Search report for (i) 30 years from 1994 to 2023 ; (ii) 1 year from 2023 to 2024.
- III. Any other relevant title (As set out in title certificate dated November 12, 2024. Attached herewith As Annexure "1")

Extract from Annexure "1"

The history of Title:

On perusal of the title deeds and other statutory records, our observation is as under:

1. As mentioned in the property cards of the Land, prior to 1967, Mr. Dhanjishaw Edaji Mistri and Mrs. Shirinbai Dhanjishaw Mistri ("**Original Owners**") were the owners of the Land.
2. Mr. Dhanjishaw Edaji Mistri died on January 8, 1967, leaving behind his legal heirs i.e. Mrs. Shirinbai Dhanjishaw Mistri (wife), Mr. Burjoy Dhanjishaw Mistri (son) and Mrs. Avan Jamshed Talati (daughter). However, the names of only Mr. Burjoy Dhanjishaw Mistri and Mrs. Avan Jamshed Talati were updated on the property card of the Land and the name of Mrs. Shirinbai Dhanjishaw Mistri was not recorded as one of the legal heirs of Late Mr. Dhanjishaw Edaji Mistri. The mutation entry for such revision in the property cards of the Land is not available and hence, we are unable to verify and comment on the same.
3. As per the entry certified on March 20, 1989 in the property cards of the Land, Mrs. Shirinbai Dhanjishaw Mistri died on February 6, 1974 and Mrs. Avan J. Talati died on July 18, 1988. Although Mrs. Shirinbai Dhanjishaw

Mistri died on February 6, 1974, the death of Mrs. Shirinbai Dhanjishaw Mistri was recorded in the property cards of the Land on March 20, 1989. The aforesaid entry also records the name of Mr. Jamshed Burjorji Talati as a legal heir. The entry does not specify whether he is the legal heir of Mrs. Avan J. Talati or Mrs. Shirinbai Dhanjishaw Mistri. The mutation entry for such revision in the property cards of the Land is not available and hence, we are unable to verify and comment on the same.

4. After the death of Mrs. Shirinbai Dhanjishaw Mistri on February 6, 1974, by virtue of an agreement for sale dated August 21 1974 duly registered with Registrar of Assurances at Mumbai bearing serial no. 3054 of 1974, executed by and between Mr. Burjoy Dhanjishaw Mistri and Mrs. Avan Jamshed Talati & partners of M/s A.H. Mistry & Co. ("**Original Developers**"), the Mr. Burjoy Dhanjishaw Mistri and Mrs. Avan Jamshed Talati agreed to sell the Land to the Original Developers and agreed to allow the Original Developers to develop the Land by demolishing the existing structures on the Land and constructing a new building on the Land on the terms and conditions more precisely mentioned therein.
5. Pursuant to the aforesaid agreement for sale, the Original Developers developed the Land by constructing a new building thereon known as "King of Suburbs" i.e. the Building herein and sold the flats therein to the respective flats purchasers. Pursuant thereto, all the flat purchasers came together to form the Society.
6. Thereafter, an indenture of conveyance dated April 6, 1998 registered with the Sub Registrar of Assurances at Bandra, bearing serial no. BDR-1/1215/1998 was executed by and between (i) Dr. Burjoy Dhanjishaw Mistri & Mr. Jamshed Burjorji Talati (referred to as the vendors therein); (ii) The Original Developers (referred to as the first confirming party therein) (iv) members of the Society (referred to as the second confirming parties therein) and (iv) the Society (referred to as the purchaser therein), whereby the vendors conveyed, transferred and sold the Property to the Society and the confirming parties confirmed the same on the terms and conditions more particularly mentioned therein ("**Indenture of Conveyance**"). We assume that the Property was conveyed to Dr. Burjoy Dhanjishaw Mistri & Mr. Jamshed Burjorji Talati as they were the only surviving legal heirs of Mr. Dhanjishaw Edaji Mistri, Mrs. Shirinbai Dhanjishaw Mistri and Mrs. Avan J. Talati. We are unable to verify whether there are any other surviving legal heirs except Dr. Burjoy Dhanjishaw Mistri & Mr. Jamshed Burjorji Talati as there are no mutation entries available for confirmation.

7. Consequently, the Society became the owner and is solely and absolutely entitled to and has been seized and possessed of or otherwise well and sufficiently entitled to the Property. The name of the Society is updated on the property cards of the Land, as the owner of the Land.
8. The Building was constructed approximately 45 years ago and required extensive repairs, both internally and externally. Further, the condition of the Building was also dilapidated. Considering the cost for undertaking such repairs and maintenance, the Society decided to demolish the Building and reconstruct/redevelop a new building. Accordingly, the Society has resolved to redevelop its Property.
9. Subsequently, M/s. Lalani Group, a partnership firm, formed and registered under the Indian Partnership Act, 1932 having its registered office address at 7th floor, Lalani Aura, 34th road, Bandra (West), Mumbai - 400 050 (herein after referred to as the "**Previous Developer**"), along with the other developers, approached the Society to undertake the redevelopment of the Property. M/s Lalani Group was selected as a Developer after following due process of law.
10. Accordingly, a Development Agreement dated November 24, 2011, registered with the Sub-registrar of Assurances Andheri - 2, bearing registration no. BDR/4/10385 of 2011, was executed and registered by and between the Society and the Previous Developer, wherein the Society granted the development rights to the Previous Developer on the terms and conditions more particularly mentioned therein ("**Previous Development Agreement**"), along with the Power of Attorney dated November 24, 2011, registered with the Sub-registrar of Assurances Andheri - 2, bearing registration no. 759 of 2011 ("**Previous Power of Attorney**").
11. However, the Previous Developer filed an Arbitration Petition before the High Court of Judicature of Bombay, bearing Arbitration Petition no. ARBP/360/2016 ("**Arbitration Petition No. I**") alleging breach on the part of the Society.
12. The Previous Developer had also filed an Arbitration Application before the High Court of Judicature of Bombay, bearing Arbitration Application no ARPL/238/2016 for appointing a sole Arbitrator to adjudicate the

disputes that were arisen between the Previous Developer and the Society ("**Arbitration Application No. I**").

13. The Hon'ble Bombay High Court vide order dated 13th July 2016 disposed off the Arbitration Petition No. I and Arbitration Application No I and appointed a Sole Arbitrator. After the initiation of the arbitration proceedings, the parties discussed an amicable settlement.
14. Subsequently, after various discussions and negotiations between and on behalf of the Previous Developer and the Society, Consent Terms dated July 13, 2017 was filed before the Ld. Sole Arbitrator. The Ld. Sole Arbitrator (Hon'ble Dr. Justice F.I Rebello (retd.)) passed an Arbitration Award dated July 14, 2017 in terms of Consent Terms (hereinafter referred to as "**Consent Terms-I**"). One of the most important conditions to the Consent Term-I *inter-alia* included executing and registering a deed of modification to the Previous Development Agreement.
15. In pursuance of the Consent Terms-I, an unregistered Modification Deed dated September 28, 2017 was executed between the Previous Developer and the Society further modifying certain terms and conditions ("**1st Deed of Modification**").
16. Since the Previous Developer did not make fair modifications and suggestions to the drafts of the 2nd deed of modification, the Previous Developer and the Society did not come on amicable terms for further modifying the 1st modification deed. The 2nd Deed of Modification was thus not executed. In the contention of the Society, the Previous Developer committed breaches of the Consent Terms-I and in the contention of the Previous Developer it was alleged, the Society was in breach of the Consent Terms-I.
17. The Previous Developer filed another Arbitration Petition before the High Court of Judicature of Bombay, bearing Arbitration Petition no. ARBP/130/2022 ("**Arbitration Petition No. II**") seeking enforcement of the Consent Terms-I read with the Previous Development Agreement and other writings executed between the parties and *inter-alia* sought mandatory orders to hand over possession of the Property from the Society.
18. The Previous Developer had also filed an Arbitration Application before

the High Court of Judicature of Bombay, bearing Arbitration Application no ARBP/116/2022 for appointing a Sole Arbitrator to adjudicate the disputes that were arisen between the Previous Developer and the Society. (**"Arbitration Application No. II"**)

19. The Hon'ble Bombay High Court vide order dated March 29, 2023 converted Arbitration Petition II into an Application under Section 17 of the Arbitration Act and disposed off the Arbitration Petition No. II and Arbitration Application No II by appointing a Sole Arbitrator. The proceedings before the Sole Arbitrator Adv. Alpana Ghone thus commenced.
20. While disposing off the Arbitration Petition No. II and Arbitration Application No II, the Hon'ble Bombay High Court did not grant ad-interim relief restraining the Society to proceed with the redevelopment, the Society appointed AOS Development Private Limited, a private limited company incorporated under the provisions of the Companies Act, 2013, having CIN U70109MH2022PTC389617 and having its registered office at 703, Pioneer Heights, 3rd Road, Khar (West), Mumbai - 400 052, through its authorized Directors: (1) Mr. Omar Ismail Solanki (2) Mr. Ahmed Omar Solanki, and (3) Mr. Asad Omar Solanki (**"Developer"**), as the developer for the redevelopment of the Property vide a development agreement dated April 27, 2023, duly registered with the Sub-Registrar of Assurances at Andheri, bearing Serial No. BDR-15/7035/2023 (**"Development Agreement"**) with the Developer, for grant of development rights with respect to the Property to the Developer and also simultaneously executed a power of attorney dated April 27, 2023, duly registered with the Sub-Registrar of Assurances at Andheri, bearing Serial No. BDR-15/7036/2023 for obtaining necessary approvals/permission/consents and do other incidental and ancillary acts, deeds, things and matters for the redevelopment of the Property, in favor of the Developer.
21. Thereafter, the Previous Developer once again filed an Arbitration Petition before the High Court of Judicature of Bombay bearing Arbitration Petition no ARBP/287/2023 (**"Arbitration Petition No. III"**) seeking reliefs against the Developer and the Society in pursuance of the Previous Development Agreement read with the Consent Terms and 1st Deed of Modification.
22. On June 15, 2023, the Arbitration Petition No III came up for consideration before the Hon'ble High Court, Bombay, wherein the Hon'ble High Court

Bombay by its order dated June 15, 2023 directed the Ld. Sole Arbitrator to decide the Arbitration Petition II (converted into section 17 Application) within 2 weeks from the date of the order and further directed the Society to maintain the status-quo till the Arbitration Petition No. II is decided by the Ld. Sole Arbitrator. The Arbitration Petition No. III remained pending.

23. The Ld. Sole Arbitrator by its order dated July 7, 2023 decided the Arbitration Petition II (converted into section 17 Application) and was pleased to reject the reliefs claimed by the Previous Developer and no reliefs were granted to the Previous Developer.
24. Thereafter, the Previous Developer, the Society, and the Developer entered into negotiations and discussions to try and amicably resolve their disputes and differences. The parties to the Arbitration Petition No. III then amicably settled and resolved all the disputes and filed consent terms dated July 13, 2023 (hereinafter referred to as the "**Consent Terms-II**"). The Consent Terms-II was taken on record by the Hon'ble High Court, Bombay by the order dated July 19, 2023 in Arbitration Petition No. III.
25. Under the Consent Terms-II, the Previous Developer accepted termination terminated and all documents executed between the Society and the Previous Developer stood terminated, subject to the conditions mentioned therein. The Previous developer agreed that the Developer i.e. AOS Development Pvt. Ltd was entitled to develop the Property and that the said Previous Developer had no objection to the same. Various other monetary terms and conditions were agreed between the Developer and the Previous Developer as referred in the said Consent Terms-II. As per the Consent Terms II, the Previous Developer's claim is limited to the monetary compensation or an agreed area in lieu thereof. The Previous Developer has no claim over the Property or the redevelopment thereof. Hence, the Previous Developer has no right to obstruct the redevelopment of the Property by the Developer.
26. The Search report did not reveal any adverse entry/transfer of the Property. We did not receive any claim in response to the Public Notices till the date of expiry of the Public Notice period.
27. As per the copy of the development plan remark dated April 17, 2023 issued by Municipal Corporation of Greater Mumbai, it appears that the development plan does not reveal any adverse remark pertaining to the Property.

28. The office bearers of the Society have given us a declaration dated October 12, 2023, regarding title of the Society in respect of the Property declaring the Property to be clear and marketable and free from all encumbrances.
29. The office bearers of the Society have also responded on October 12, 2023, to the requisitions raised by us, which did not reveal any adverse remark pertaining to the title of the Property.

Conclusion:

Subject to the aforesaid and assumption, qualification and limitations set out herein, it appears that the title of the Society is clear and marketable for the purposes of redevelopment. It is clarified that the same is subject to the compliance of the terms mentioned in the Consent Terms dated 13th July 2023.

Schedule above referred to

ALL THAT piece or parcel of land bearing CTS No. E/746, E/747 and E/748 admeasuring about 918.90 (Nine Hundred and Eighteen Point Ninety) square meters, situated at Plot No. 99 on 7th Road, Khar (West), Mumbai - 400 052, situated and located at village Bandra, Taluka South Salsette, within the registration district Bombay suburban and within the limits of Municipal Corporation of Greater Mumbai under 'H' ward no. 4166, together with a building standing thereon known as '**King of Suburbs**' consisting of ground plus 7 (Seven) floors consisting of 15 (Fifteen) residential flats. The Land is bounded as follows:-

On or towards the North: By the public road known as 7th road;

On or towards the South: Partly by plot no. 96 and partly by plot no. 102;

On or towards the East: Partly by plot no. 97 and partly by plot no. 98; and

On or towards the West: Partly by plot no. 100 and partly by plot no. 101

Assumptions, Qualification and Limitations:

- a) This is a report on title about the Property. This is not a title certificate or a legal opinion.

- b) This Report is given only with respect to the current laws of India and various government policies in force as of the date of this Report. Any changes in the Indian law and/or policies after the date of this Report, which are retrospective, could have an effect on the validity of our conclusions stated herein.
- c) This Report is strictly limited to the matters stated herein and does not extend to any other matters and is not to be read as extending by implication to any other subject matter.
- d) Our understanding of facts is based upon and limited to the information/documents provided to us. We have no reason to believe that the information/documents provided to us is not genuine. Any variance of facts may cause a corresponding change in the analysis set out in this Report.
- e) Our opinion is based on understanding of certain legal aspects based on the judgments/ Judicial pronouncements and current status of the legal proceedings in respect of the Property. However, it is not possible to predict an outcome / final judicial determination/ adjudication in the pending litigation matters.

IV. Litigations if any: There is no pending litigation.

Date: November 12, 2024

Advocate. (Stamp)

