

**LEGAL TITLE REPORT**

**SUB :** Title Clearance Certificate in respect of plot of land admeasuring 2365 sq. yards equivalent to 1977.14 sq. meters or thereabouts as per Indenture dated 26<sup>th</sup> October, 1979 and admeasuring about 1915.10 sq. meters or thereabouts as per latest Property Register Card after road set back, bearing CTS No. 662 & 662/1 to 662/15 of Village Malad (North) Taluka Malad, and bearing Survey No. 32 Hissa No. 2 together with the residential building known as 'Malad Sundaram' and tenanted structures lying and being at Ramchandra Lane, Malad (West), Mumbai – 400064 in the Registration District and Sub-District of Mumbai City, hereinafter referred to as the "said property".

I have investigated the title of the said property on the request of **M/S. METRO ASSOCIATES**, having its office at Shop No.1, Jain House, Turel Pakhadi Road, Malad (W), Mumbai-400064, and following documents :

**1. Description of Property**

**ALL THAT** the piece and parcel of land admeasuring 2365 sq. yards equivalent to 1977.14 sq. meters or thereabouts as per Indenture dated 26<sup>th</sup> October, 1979 and admeasuring about 1915.10 sq. meters or thereabouts as per latest Property Register Card after road set back, bearing CTS No. 662 & 662/1 to 662/15 of Village Malad (North) Taluka Malad, and bearing Survey No. 32 Hissa No. 2 together with the residential building known as 'Malad Sundaram' and tenanted structures lying and being at Ramchandra Lane, Malad (West), Mumbai – 400064 in the Registration District and Sub-District of Mumbai City and bounded as follows that is to say :-

On or before the East : By property bearing CTS No. 665 & 664A  
On or before the West : By property bearing CTS No. 658, 659, 660 & 661  
On or before the North : By property bearing CTS No. 663  
On or before the South : By public road known as Ramchandra Lane.

**2. The documents of allotment / ownership / development rights of said property :**

- a. Indenture dated 26<sup>th</sup> October 1979 and registered with the office of the Joint Sub-Registrar of Assurances IV at Bombay (Bandra) under



- serial No. BDR/1905 of 1979 in respect of conveyance of property in favour of Malad Sundaram CHS Ltd.;
- b. Development Agreement executed on 21<sup>st</sup> November, 2022 registered in the Office of Joint Sub Registrar of Assurances at Borivali No.6, under Sr. No.BRL-6/23405 of 2022 dated 24<sup>th</sup> November, 2022 inter alia for granting of development rights by the said Malad Sundaram CHS Ltd. along with other necessary parties in favour of M/s. Metro Associates.
  - c. Irrevocable General Power of Attorney dated 21<sup>st</sup> November, 2022 registered in the Office of Joint Sub Registrar of Assurances at Borivali No.6, under Sr. No.BRL-6/23420 of 2022 dated 21<sup>st</sup> November, 2022 by said Malad Sundaram CHS Ltd. to nominees of M/s. Metro Associates.
  - d. Other relevant documents relating to the flow of title of the said property (as listed in attached **Annexure**).

**3. Property Registered Cards in respect of said property :**

Property Registered Card in respect of said property is bearing CTS No. 662 & 662/1 to 662/15 of Village Malad (North) Taluka Malad, admeasuring 1915.10 sq. meters dated 1-12-2022 showing the name of "**Malad Sundaram Cooperative Housing Society Limited**" as 'Holder' and tenure of property as "C".

**4. Search Report in respect of said property :**

Search Report dated 27<sup>th</sup> October, 2022 obtained through Search Clerk Mr. Vijay Takke who took search of records in the offices of Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon, Kandivali & Borivali from 1962 to 2022 (i.e. 67 years). From the report the flow of title of property ultimately in favour the Society is clearly established

Additionally, to verify the title of the Society in respect of said property, I had also caused to issue a 'Public Notice' dated 1<sup>st</sup> October, 2022, in The Free Press Journal (English), Mumbai Edition, dated 1<sup>st</sup> October, 2022, and Nav-Shakti, (Marathi), Mumbai Edition, dated 1<sup>st</sup> October, 2022. However, in response to the said Public Notice no claim or objection is filed by any person and/or received by me.

On perusal of the above-mentioned documents and all other relevant documents and disclosures relating to the title of the said property as per Annexure, I am of the

opinion that the title of the following Owners and Developers is clear, marketable and without any encumbrances :-

**Owners of the said property :**

Malad Sundaram Co-operative Housing Society Limited, a co-operative housing society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM /HSG/5321 dated 17.03.1978, having its registered address at Plot No.55, Sundaram Apartment, Ramchandra Lane, Malad (West), Mumbai-400064.

**Developers of the said property :**

M/S. METRO ASSOCIATES, a partnership firm registered under the Indian Partnership Act, 1932, having its office at Shop No.1, Jain House, Turel Pakhadi Road, Malad (W), Mumbai-400064.

**Qualifying Comments / Remarks :**

As per the report reflecting the flow of title of the Owner / Developer with respect to the said property is enclosed herewith as Annexure.

Dated this 24<sup>th</sup> April, 2023  
Encl : As above



Ajay K. Rao  
Advocate

## ANNEXURE

## FLOW OF THE TITLE OF THE SAID PROPERTY

Sr. No.	Description of Documents showing flow of title
1)	For the purpose of search and investigation of the title, the said Metro has provided me copies of various title documents and other relevant documents and information recited herein after.
2)	From the documents provided to me it is noticed that, prior to 1976, one Karsandas Valji Ashar, during his lifetime was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 2365 sq. yards equivalent to 1977.14 sq. meters of Village Malad (North), Taluka Borivali (now Malad), bearing Survey No. 32, Hissa No. 2 lying and being at Ramchandra Lane, Malad, Mumbai – 400064, in the registration Sub District of Bandra, District Mumbai Suburban with the then existing structures and building standing thereon at that relevant time, (hereinafter referred to as “the said Plot with old Structures”).
3)	By an Agreement for Sale dated 16 <sup>th</sup> April 1974 and made between Karsandas Valji Ashar of the one Part and the (i) Abdul Majid Maulabux Mistry, (ii) Shri Vinodrat T. Mehta, (iii) Shri Kishore B. Shah, (iv) Smt. Chanravati I. Shah, (v) Smt. Pravina H. Mistry, carrying on business in partnership in the name of Messrs Satyam Builders of the Other Part, the said Karsandas Valiji Ashar agreed to sell to the said Abdul Majid Maulabax Mistry & Ors., the said Plot with old structures.
4)	The said Abdul Majid Maulabax Mistry & Ors., being the Promoters / Builders, developed the said Plot by constructing a residential building of Ground, Stilt and Seven upper floors comprising of 28 residential Flats with 12 closed garages known as ‘Malad Sundaram’ (hereinafter referred to as “the existing Building”) as per the approvals and sanctions granted by MCGM and sold the said flats on “Ownership Basis” to the prospective buyers under the individual Agreements as per the Maharashtra Ownership Flats Act, 1963 (MOFA) and appropriated the entire sales proceeds thereof.
5)	At the time of development of said plot, the said Promoters / Builders had retained the old tenanted structures lying on the rear side of the said Plot,



hereinafter the said Plot and the said existing building and old structures shall be collectively referred to as "the said Property" which is more particularly described in the Schedule herein above written.

- 6) In or around the year 1978, the prospective flat purchasers of the said existing Building formed a Cooperative Housing Society of all the allottees in the said residential building known as 'Malad Sundaram Co-operative Housing Society Limited' ["the Society"] bearing Registration No. BOM /HSG/5321 dated 17.03.1978.
- 7) In the Agreement for Sale executed by the said Promoters / Builders with allottees in the said existing building, the Promoters / Builders had agreed to convey the said property in favour of the Society and accordingly, by and under an Indenture dated 26<sup>th</sup> October 1979 made between (i) Sunderbai Karsandas (Valji) Ashar, (ii) Pratapbhai Karsandas (Valji) Ashar, (iii) Pushpa Pratapbhai Ashar, (iv) Deepak Pratapbhai Ashar, (v) Ketan Pratapbhai Ashar, (vi) Neelesh Pratapbhai Ashar, (vii) Sumatiben Karsandas Ashar, (viii) Induben Laxmidas Sampat, (ix) Jyostna Ramesh Pancholi, therein referred to as the Vendors of the First Part, and (i) Abdul Majid Maulabux Mistry, (ii) Shri Vinodrat T. Mehta, (iii) Shri Kishore B. Shah, (iv) Smt. Chanravati I. Shah, (v) Smt. Pravina H. Mistry, carrying on business in partnership in the name of Messrs Satyam Builders therein referred to as the Confirming Parties of the Second Part, and Malad Sundaram Co-operative Housing Society Limited, therein referred to as the Purchasers of the Third Part, and registered with the office of the Joint Sub-Registrar of Assurances IV at Bombay (Bandra) under serial No. BDR/1905 of 1979, the Vendors therein sold, transferred, assigned and conveyed and the Confirming Parties confirmed unto the Society herein the said property.
- 8) In the aforesaid circumstances, by virtue of the said Indenture dated 26<sup>th</sup> October, 1979, the said Society became absolute Owner and is seized, possessed and sufficiently entitled to the said property.
- 9) In or about 1991 and thereafter from time to time, with the enactment of Development Control Regulation 1991, the Society had become entitled to consume floating Floor Space Index by way of 'Transfer of Development Rights' (TDR).
- 10) Hence, in the year 1999, the Society entered into an Agreement dated 28<sup>th</sup> July 1999, with M/s. Kosha (Chandrakosha) Konstructions Private Limited, (hereinafter referred to as "Chandrakosha"), for granting the right to construct additional area that became available by the way of TDR on the said

Property on the terms and conditions therein contained.

- 11) Upon perusing the documents, it is noticed that because of differences and disputes that arose between the said Society and Chandrakosha, the Agreement dated 28<sup>th</sup> July 1999 inter alia appointing Chandrakosha was terminated and cancelled by the Society vide its Advocate's letter dated 21.04.2003 & 20.03.2010 and as a result thereof the said Chandrakosha filed a Suit in the Bombay High Court being Suit No. 1885 of 2010 against the Society for the reliefs contained in the said Suit. During the pendency of said suit and due to change in the pecuniary jurisdiction of the Courts, the aforesaid Suit is now transferred to the City Civil Court at Mumbai (Main Branch) under Short Cause Suit No. 4067 of 2010 (hereinafter referred to as "the said Suit No. 1") and the said Suit is still pending. The said Agreement dated 28<sup>th</sup> July, 1999 is however not registered as per law. In view of the suit, the said Chandrakosha has registered Notice of Lis Pendency dated 27-8-2010 and registered under Sr. No. Borivali-7-9182 of 2010 dated 27-8-2010 in the office of Sub Registrar of Assurances at Borivali. From the suit papers provided to me by the said Metro which is received by them from the Society, it is seen that the suit is pending but no adverse order of any nature inter alia restraining the Society from dealing with the said property is passed by the Court till date.
- 12) Due to ageing and delapidated condition of the said existing building, the said Society in its Special General Body meeting held on 30.11.2013, decided to undertake redevelopment of said property by appointing a professional Developer.
- 13) Accordingly, after following due process, the Society appointed **DIMPLE REALTY LLP ["Erstwhile Developers"]** as its 'Developer' by and under a Tripartite Development Agreement dated June 2, 2017 executed between the Society of the One Part, Members of the Society of the Second Part and the Erstwhile Developers of the Third Part and registered in the office of Sub Registrar of Assurances at Borivali No.3 under Sr. No. BRL-3/5032/2017 on 14<sup>th</sup> July, 2017 whereby the Society granted development rights of the said property to the Erstwhile Developers on the terms and conditions more particularly stated therein. In furtherance to the Development Agreement, the Society had also executed a General Power of Attorney dated July 14, 2017 in favour of Erstwhile Developers which is registered in the office of Sub Registrar of Assurances at Borivali No.3 under Sr. No. BRL-3/5033/2017 on 14<sup>th</sup> July, 2017. However, since the Erstwhile Developers had also failed and neglected to comply with the terms of the Development Agreement dated June 2, 2017,

the Society through its Advocate's letter dated 14<sup>th</sup> February 2020 terminated the said Development Agreement dated June 2, 2017 and revoked the Power of Attorney dated July 14, 2017.

- 14) In view of the aforesaid termination of Development Agreement dated June 2, 2017 and revocation of Power of Attorney dated July 14, 2017, the Erstwhile Developer filed a Commercial Suit in the Hon'ble Bombay High Court being Com Suit No. 137 of 2021 against the Society for the reliefs contained in the said Suit (hereinafter referred to as "**the said Suit No 2**"). The Society filed its Written Statement cum Counter Claim being (Lodging) no. 22478 of 2021 against the Erstwhile Developer. No adverse order is passed in the said suit / counter claim by the Hon'ble Court against the society. In view of the suit, the said Erstwhile Developer has registered Notice of Lis Pendancy dated 15-10-2020 and registered under Sr. No. Borivali-5-7554 of 2020 dated 15-10-2020 in the office of Sub Registrar of Assurances at Borivali.
- 15) As the condition of the existing building was worsening day by day, the Society once again started exploring possibilities of appointment of another developer and by word to mouth publicity requested interested developers to submit offers and accordingly at the request of the Society, the Metro vide its offer letter dated 06.10.2021 furnished their commercial terms of the redevelopment to the Society subject to clear and marketable title of the said property and subject to the liability / responsibility of the Society to defend the pending suit no.1. The Metro also offered separate offer to the respective Tenants occupying their individual rooms in the said Old Structure. Accordingly, the Society, its majority Members and the Tenants being satisfied with the offer, agreed to grant their respective no objection and consent for the said appointment of the said Metro as its 'Developer' to redevelop the said property. The Society thereafter in its Special General Body Meeting held on 19<sup>th</sup> December, 2021 accepted the offer of the Metro and resolved to appoint them as developer of the society property. In view thereof, the Society issued a Letter of Appointment dated 20<sup>th</sup> December, 2021 to Metro as their Developer.
- 16) Thereafter, the Society and the Erstwhile Developers amicably settled their dispute and agreed to file consent terms. Accordingly, the Society, the Erstwhile Developer and the Metro herein have filed Consent Terms dated 4<sup>th</sup> October, 2022 in the Commercial Suit No. 137 of 2021 inter alia settling the Suit and Court Claim subject to the said Metro herein, for and on behalf of the Society agreeing to provide two shops total admeasuring about 700 sq.ft.



MOFA carpet area in addition to loft area, if permitted free of FSI and permissible under DCPR 2034 to the Erstwhile Developers in lieu of their full and final claim against the Society. The said Consent Terms dated 4<sup>th</sup> October, 2022 is filed in the Hon'ble High Court in Suit No.137 of 2021 along with counter Claim (L) No.22478 of 2021 on 4<sup>th</sup> October, 2022 and in view of said mutual settlement, the Hon'ble High Court allowed the said Metro to be joined as Defendant no.2 in said Suit No.137 of 2021 and disposed of the said Suit and Counter Claim. In view of the said settlement, the Erstwhile Developers have no claims against the Society, its Members and the Metro in any manner whatsoever, save and except, the allotment of said commercial premises.

- 17) In furtherance of said Consent Terms dated 4<sup>th</sup> October, 2022, a Deed of Cancellation dated 21<sup>st</sup> November, 2022 has been executed between the Erstwhile Developers and the Society and its Members thereby cancelling Triparte Development Agreement dated June 2, 2017 along with Power of Attorney dated July 14, 2017. The Deed of Cancellation has been duly registered in the Office of Joint Sub-Registrar of Assurance at Borivali No. 6 under reference no.BRL-6/23404/2022 on 21<sup>st</sup> November, 2022.
- 18) Thereafter, by a Development Agreement executed on 21<sup>st</sup> November, 2022 registered in the Office of Joint Sub Registrar of Assurances at Borivali No.6, under Sr. No.BRL-6/23405 of 2022 dated 24<sup>th</sup> November, 2022, between the said 'Malad Sundaram Cooperative Housing Society Limited', therein called as the 'Society' of the First Part and M/s. Metro Associates, therein called as the 'Developers' of the Second Part, Twenty Seven Existing Members of the said Society, therein called as the 'Members of the Society' of the Third Part, Thirteen Tenants of the Society, therein called as the 'Tenants of the Society' of the Forth Part and Dimple Realty LLP, therein called as the 'Erstwhile Developers' of the Fifth Part, the Society has with consent and confirmation of the Members / Tenants / Dimple Realty granted development rights of said property in favour of the Metro in respect of the said property subject to various terms and conditions and upon consideration more particularly stated therein.
- 19) In terms of the Development Agreement, the Society has also executed an Irrevocable General Power of Attorney dated 21<sup>st</sup> November, 2022 registered in the Office of Joint Sub Registrar of Assurances at Borivali No.6, under Sr. No.BRL-6/23420 of 2022 dated 21<sup>st</sup> November, 2022, inter alia appointing and authorizing Mr. Ashok S. Jain and Mr. Karan Baba Singh, the nominees of the

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Metro, as their Constituted Attorney with powers and duties more particularly stated therein.

- 20) Under the said Development Agreement dated 21<sup>st</sup> November, 2022, Metro has reserved New Flats in the proposed buildings to be constructed on the said property for the purpose of allotment to the existing members and the tenants of the said Society and two commercial premises for purpose of allotment to the Erstwhile Developers. The details of allotment of Members New Flats/Commercial Premises are stated in Annexure 'H' to the said Development Agreement. After reserving the said Members/Tenants and Erstwhile Developers New Flats/Commercial Premises and parking space in the proposed building, Metro is entitled to deal with and dispose without consent and confirmation of the Society and the Existing Members / Tenants / Erstwhile Developers, the balance flats/shops and balance parking space, which is their 'Sale Component', and appropriate the sale proceeds as they may deem fit and property as provided in the said Development Agreement.
- 21) As per provisions of said Development Agreement it is also seen that the Society is liable and responsible for any claim arising from the Suit No.1.
- 22) To verify the title of the Society with respect to the said property, I also issued a 'Public Notice' dated 1<sup>st</sup> October, 2022, in The Free Press Journal (English), Mumbai Edition, dated 1<sup>st</sup> October, 2022, and Nav-Shakti, (Marathi), Mumbai Edition, dated 1<sup>st</sup> October, 2022. However, in response to the said Public Notice no claim or objection is filed by any person and/or received by me.
- 23) I have also caused to take search of records in the offices of Sub-Registrar of Assurances since the year 1962 through Search Clerk Mr. Vijay Takke who has submitted his Search Report dated 27-10-2022. From the report the flow of title of property ultimately in favour the Society is clearly established.
- 24) I have perused the latest Property Register Card in respect of the said property issued on 1-12-2022. The said property is converted to 'Non Agricultural Users' vide an Order dated 15-12-1981 and the name of the Society is recorded as 'Holder' of land in the Collectors Records and the present Tenure of said property is 'C'. The said Property is falling within the Residential Zone in the sanctioned revised Development Plan of 'P' Ward.
- 25) Metro has submitted an Application for Building Permission in the name of the Society for grant of Building Permission and approval of Plans and have obtained Intimation of Disapproval bearing Reference No. P-13499/2022/(662

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AND OTHER)/P/N WARD/MALAD NORTH/IOD/1/NEW, Dated 29<sup>th</sup> March 2023. Metro has presently proposed to construct a multi-storied building consisting of two separate and independent wings of which 'A' Wing is consisting of Ground plus 19 upper floors with Shops on Ground floor, 1<sup>st</sup> and 2<sup>nd</sup> Podium, 3<sup>rd</sup> Stilt floor plus 4<sup>th</sup> to 19<sup>th</sup> floor are residential floors and 'B' Wing consisting of Stilt plus, 8(Pt) Upper floor of which 3<sup>rd</sup> to 8<sup>th</sup> (pt) upper floors are residential floor. Existing Members New Flats along with erstwhile Developers two Shops are reserved in Wing 'A' and the Tenants New Flats are reserved in Wing 'B' as designated in Annexure 'H' to Development Agreement and balance flats, shops and commercial premises belongs to the Developer's Sale Component.

Dated this 24<sup>th</sup> day of April, 2023



Ajay K. Rao  
Advocate

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