



**SHIRALKAR & CO**

ADVOCATES AND SOLICITORS

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To,  
MahaRERA  
E-Block, Housefin Bhavan,  
Near RBI, Bandra Kurla Complex,  
Bandra East, Mumbai – 400051.

### **LEGAL TITLE REPORT**

**Sub:** Title clearance certificate in respect of all that piece and parcel of Land bearing Survey No.209-A Hissa No.2 (part) (now bearing C.T.S. Nos.551 and 551/1 and 551/2) and admeasuring 1-Acre and 4-Gunthas equivalent to 5324 sq. yards equivalent to 4457.39 sq. meters or thereabouts and admeasuring as per Property Register cards 4460.6 square meters and lying, being and situate at C. D Barfiwala Marg (earlier known as Juhu Lane) in the Revenue Village/ Vile Parle, Taluka Andheri – Mumbai 400058 in the Municipal Corporation K ward and in the Registration District and Sub District of Mumbai City and Mumbai Suburban (**‘the said Property’** for brevity).

We have investigated the title of the said Property at the request of M/s. Mesacon Spaces LLP.

#### **1. DESCRIPTION OF THE PROPERTY**

All that piece and parcel of Land bearing Survey No.209-A Hissa No.2 (part) (now bearing C.T.S. Nos.551 and 551/1 and 551/2) and admeasuring 1-Acre and 4-Gunthas equivalent to 5324 sq. yards equivalent to 4457.39 sq. meters or thereabouts and admeasuring as per Property Register cards 4460. 6 square meters and lying, being and situate at C. D Barfiwala Marg (earlier known as Juhu Lane) in the Revenue Village/ Vile Parle – Mumbai 400058 in the Municipal Corporation K ward and in the Registration District and Sub District of Mumbai City and Mumbai Suburban (**‘the said Property’** for brevity).

*M. Shrinani*

## 2. THE DOCUMENTS RELATING TO THE PROPERTY

We have perused following documents:-

- (a) Indenture of Sale dated 22<sup>nd</sup> August 1962 registered under Serial No.BOM-2446/1962, by and between Gulabbhai Kalidas Desai and others and partners of M/s. Vivina Constructions.
- (b) Deed of Conveyance dated 22<sup>nd</sup> November 1966 registered under Serial No.BOM-4-4472/1966 by Vivina Constructions in favour of Jeevan Sudha Co-operative Housing Society Ltd. ('the said Society' for brevity).
- (c) Deed of Mortgage dated 22<sup>nd</sup> November 1966 registered under Serial No. BOM/R/4473/1966, by the Society in favour of Life Insurance Corporation of India for (LIC) to the said Society.
- (d) Supplemental Deed dated 15<sup>th</sup> June 1979 registered under Serial No. BOM/B/1180/1979 between the Society and LIC modifying the deed of mortgage in order to incorporate the revised terms of the scheme of the said loan.
- (e) Deed of Re-conveyance dated 3<sup>rd</sup> December 1994 registered in the office of Sub-Registrar of Assurances at Bombay under Serial No.2555/1994, by LIC in favour of the Society.
- (f) Order dated 30<sup>th</sup> May 2001 by Collector Mumbai Suburban District.
- (g) Development Agreement dated 22<sup>nd</sup> December 2022 registered in the office of Sub-Registrar of Assurances at Vile Parle, Mumbai under Serial No. BDR18-21326-2022 executed between Jeevan Sudha Co-operative Society Limited of the One Part, M/s. Mesacon Spaces LLP, of the Second Part and the Members of the Society of the Third Part and Tenants of the Society of the Fourth Part.

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- (h) Power of Attorney dated 17<sup>th</sup> January 2023 bearing registration No. BDR18-931-2023 executed by the said Society in favour of partner of M/s. Mesacon Spaces LLP.
- (i) Supplemental Agreement dated 23<sup>rd</sup> August, 2023 registered under no. BDR15-14233-2023 executed between Jeevan Sudha Co-operative Society Limited of the One Part and M/s. Mesacon Spaces LLP, of the Other Part;
- (j) Tripartite Agreement dated 5<sup>th</sup> April 2023 registered under serial number BDR17-5401-2023, executed between Shalimar Cooperative Housing Society Ltd. of the First Part, Jeevan Sudha Cooperative Housing Society Limited of the Second and Mesacon Spaces LLP of the Third Part;
- (k) Deed of Mortgage dated 21<sup>st</sup> September 2023 registered under no. BDR-16-12867-2023 executed by M/s. Mesacon Spaces LLP and Anr. (as Mortgagor) in favour of Aditya Birla Finance Ltd.

**3. 7/12 EXTRACT OR PROPERTY REGISTER CARD ISSUED BY CITY SURVEY OFFICE**

3.1 Property Register Card which is available on the website of Office of City Survey State of Maharashtra dated 25.02.2019.

**4. SEARCH REPORT FOR OVER 30 YEARS**

4.1 Search Report of Mr. Pradeep Waghmare dated 1<sup>st</sup> June 2022 in respect of the search taken in the records of the Sub-Registrar of Assurances at Bombay from the year 1962-2022, Bandra and Andheri-1 from 1985 to 2022 and also at Andheri-1 to Andheri-8 from the year 2002 to 2022 in respect of the said Property. On perusal of the above-mentioned documents and all other relevant

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documents relating to title of the said property and as stated in the enclosed flow of Title, we are of the opinion that the title of the Owners i.e. Jeevan Sudha Co-operative Housing Society Limited is clear, marketable and without any encumbrances. Similarly, the rights of Developers viz. M/s. Mesacon Spaces LLP to develop and sell the flats to third parties subject to the obligations of providing flats to existing members and tenants of the Society is clear and free from encumbrances.

### **Owners of the Property**

- 1) C.T.S. No. 551 and 551/1 and 551/2 – Jeevan Sudha Co-operative Housing Society Limited.

### **5. QUALIFYING COMMENTS/REMARKS-**

- A. The aforesaid search report has following qualifications:-

Searches taken in the records of the Sub-Registrar of Assurances at Bombay from the year 1962-2022, Bandra and Andheri-1 from 1985 to 2022 and also at Andheri-1 to Andheri-8 from the year 2002 to 2022.

#### **Note-1**

Index-II record of the said Vile Parle Village is either partly or completely in torn conditions as shown below.

Bombay S.R.O	1962 to 1965, 1971 to 2011, and 2016 to 2019
Bandra S.R.O	1962 to 1984

#### **Note-2**

The Search Report is subject to torn and mutilated records; misplaced records, non-ready and unavailable records in the Office, withdrawal of

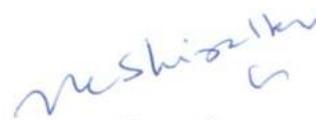
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registers of certain years for binding and rewriting. The search (& online search) conducted is only on the basis of available documents and records as maintained by the department at the time of search.

The report reflecting the flow of the title of the (owner/promoter/developer/company) to the said Property is enclosed herewith as an annexure and considering the same and the aforesaid facts, we reiterate that, we are of the opinion that the title of the Owners i.e. Jeevan Sudha Co-operative Housing Society Limited in respect of its Property is clear, marketable and without any encumbrances. Similarly, the rights of Developers viz. M/s. Mesacon Spaces LLP to develop and sell the flats to third parties subject to the obligations of providing flats to existing members and tenants of the Society is clear and subject to the mortgage created in favour of Aditya Birla Finance Ltd. as regards the entitlement of the Developers under the Development Agreements for the purpose of availing of finance for the Project is otherwise free from encumbrances.

Date: 07<sup>th</sup> December 2023.

For Shiralkar & Co.



Proprietor

Encl. : Annexure.



**Annexure**

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

1. **7/12 extract/ P.R. Card** : Property converted into N.A. and therefore no 7/12 extracts.
2. **Mutation Entry**: Not Applicable in view of P.R. Card.
3. **Search Report** dated 1<sup>st</sup> June 2022 taken in the records of Sub-Registrar of Assurances at Bombay from the year 1962-2022, Bandra and Andheri-1 from 1985 to 2022 and also at Andheri-1 to Andheri-8 from the year 2002 to 2022.
4. We have perused the documents mentioned in the main Title Report and on the basis of the same we have derived the devolution of title of the Society in respect of the above property as under:-
  - a. originally (i) Gulabbhai Kalidas Desai (ii) Amritlal Kalidas Desai and (iii) Dolatrai Kalidas Desai were absolutely seized and possessed of and otherwise well and sufficiently entitled to several pieces and parcels of land including the said Property;
  - b. by an Indenture of Sale dated 22<sup>nd</sup> August 1962 registered under Serial No.BOM-2446/1962, the said (i) Gulabbhai Kalidas Desai (ii) Amritlal Kalidas Desai and (iii) Dolatrai Kalidas Desai for the consideration mentioned therein sold and conveyed the said Property along with the certain other pieces of adjoining land to (i) Narandas Jinabhai Patel (ii) Bhagwandas Jinabhai Patel (iii) Vrajlal Jinabhai Patel, (iv) Vrajlal Ramjibhai Patel, (v) Vivendrabhai Limbahai Patel and (vi) Vishwadeo Raghavji Patel in their capacity as partners of M/s. Vivina Constructions;

*M. Shirsalkar*

c. thereafter, M/s. Vivina Constructions, by an agreement of sale dated 17<sup>th</sup> January 1966 agreed to sell the said Property to (i) Vishvadev Raghavji Patel, (ii) Indravadan Amratlal Shah, (iii) Bachulal Popat Patel, (iv) Jethalal Nanji Patel, (v) Bhanuchandra Devsi Patel carrying on business in partnership in the name of M/s. Super Builders (hereinafter referred to as "the First Agreement for Sale");

d. the said partners of M/s. Super Builders, in turn by an Agreement for Sale dated 17/1/1966 agreed to sell the said Property to (i) Vithal Venkatesh Kamat, (ii) Chintamani Vishnu Karambelkar and (iii) Hashmukh Bhaichand Shah, in their capacity as Promoters of Jeevan Sudha Co-operative Housing Society Ltd. (hereinafter referred to as "the Second Agreement for sale");

e. thereafter the Partners of said M/s. Vivina Constructions, at the request and nomination of the aforesaid Vithal Venkatesh Kamat and the aforesaid two others, who had acted as Promoters of the said Jeevan Sudha Co-operative Housing Society Ltd. in respect of the aforesaid second agreement for sale, by a Deed of Conveyance dated 22<sup>nd</sup> November 1966 registered under Serial No.BOM-4-4472/1966 sold and conveyed by way of absolute sale the said Property to the said Jeevan Sudha Co-operative Housing Society Ltd. (**'the said Society'**);

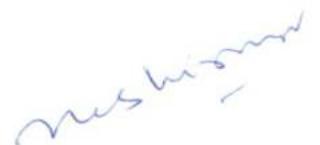
f. the Society by and under a deed of conveyance dated 21<sup>st</sup> June 1966 registered under serial no. Mumbai/R3440/1966 is entitled to a right of way to its property from the Ghodbunder Road (now known as Swami Vivekanand Road) from and through a property belonging to Shalimar Co-operative Housing Society bearing CTS Nos. 552, 552 (1) to (5) (originally bearing Survey No.211(A)). The said passage or right of way was originally 15 feet wide and is hereinafter referred to as "**the said Right of Way**". By and under consent terms dated 4<sup>th</sup> February

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1976 between the Society herein and the said Shalimar Co-operative Housing Society Ltd. width of the said right of way has been reduced to 7.5 feet. By and under a Tripartite Agreement dated 5<sup>th</sup> April 2023, the said Shalimar co-operative Housing Society Ltd. and Jeevan Sudha Co-operative Housing Society Ltd. have since agreed for a realignment of the said right of way during the subsistence of the said Tripartite Agreement;

g. the said Jeevan Sudha Co-operative Housing Society Ltd. had availed of financial assistance from Life Insurance Corporation of India (LIC) for the purpose of construction of a residential complex on the said property for accommodating their members, who were employees of LIC. In order to secure the said financial facility, the said Society, by a Deed of Mortgage dated 22<sup>nd</sup> November 1966 registered under Serial No. BOM/R/4473/1966, mortgaged the said property to Life Insurance Corporation of India for the loan advanced and/or agreed to be advanced by Life Insurance Corporation of India (LIC) to the said Society. The said deed of Mortgage was modified by a Supplemental Deed dated 15<sup>th</sup> June 1979 registered under Serial No. BOM/B/1180/1979 in order to incorporate the revised terms of the scheme of the said loan;

h. thereafter, the said Society constructed a building sometime in the year 1969 on the said Property and in due course repaid the entire amount of loan to L.I.C., which was secured by the aforesaid Deed of Mortgage dated 22<sup>nd</sup> November 1966 as modified by the Supplemental Deed dated 15<sup>th</sup> June 1979 and in view thereof, the said Life Insurance Corporation of India by a Deed of Re-conveyance dated 3<sup>rd</sup> December 1994 registered in the office of Sub-Registrar of Assurances at Bombay under Serial No.2555/1994, recorded the receipts of the entire amount lent and advanced by them to the Society and re-conveyed the said Property along with all the structures standing thereon and released and discharged the said Property from the said mortgage;



i. the said Society and Owners of the adjoining properties bearing C.T.S. Nos.544 and 550 viz. Bank of India Staff Nandanvan Co-operative Housing Society Ltd. had made a joint application to the Collector Mumbai Suburban District for rectification of the boundaries of their respective properties as per their actual possession and use. In pursuance of the said Application, the Collector Mumbai Suburban District by an Order dated 30<sup>th</sup> May 2001, inter-alia, corrected the boundaries of the aforesaid C.T.S. numbers by including an area of 215.7 sq. meters from C.T.S. Nos.550 in C.T.S. No.551 and by the same Order included an area of 215.7 sq. meters from and out of C.T.S. No.551 in C.T.S. Nos.544. Necessary effect to the said order has been given in the Revenue and survey records and in the Property Register Card of the said Property. Thus, the exchange of land was effected and boundaries were rectified without any impact or change in the area of the said Property;

j. in the premises aforesaid, the Society has become absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Property;

k. the said Society by and under a Development Agreement dated 22<sup>nd</sup> December 2022 registered in the office of Sub-Registrar of Assurances at Vile Parle, Mumbai under Serial No. BDR18-21326-2022, executed between the said Society of the First Part, M/s. Mesacon Spaces LLP, of the Second Part, Members of Society of the Third Part and Tenants of the Society of the Fourth Part, granted development rights in respect of the said Property to M/s. Mesacon Spaces LLP (hereinafter referred to as Developers), which entitles the said M/s. Mesacon Spaces LLP to develop the said Property owned by the said Society. Pursuant to the terms of the said Development Agreement, the said Society has also granted an irrevocable Power of Attorney dated 17<sup>th</sup> January 2023 in favour of the said

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M/s. Mesacon Spaces LLP and its partners to do all acts deeds and things necessary with respect to development of the said Property;

l. the Developers have by and under a Development Agreement dated 24<sup>th</sup> December 2021 registered in the office of sub-registrar of assurances at Andheri under Serial No.BDR-15-13851/2021 acquired development rights in respect of property belonging to one Shalimar Apartments Cooperative Housing Society Ltd. ('**Shalimar Society**') being all that piece and parcel of plot of land and originally bearing Survey No.211(A) and as per the deed of conveyance admeasuring 24<sup>3/4</sup> Gunthas equivalent to 2795 sq. yards and equivalent to 2336.98 sq. meters or there about and now bearing C.T.S.Nos.552, 552(1) to (5) of the Revenue Village Vile Parle (west) and Taluka Vile Parle and Mumbai Suburban District and abutting Swami Vivekanand Road, (earlier known as Ghodbunder Road) and is part of Municipal Ward K-West and at Andheri (west) Mumbai-400058. The Developers shall be independently developing the said Properties belonging to the respective Societies. However, since the property belonging to the said Shalimar Society and the Property belonging to Jeevan Sudha Cooperative Housing Society Ltd. are adjoining to each other the Societies have by and under a Tripartite Agreement dated 5<sup>th</sup> April 2023 registered under serial number BDR17-5401-2023, executed between the said Shalimar Society of the First Part, Jeevan Sudha Cooperative Housing Society Ltd. of the Second and Mesacon Spaces LLP of the Third Part, agreed to share certain common areas and amenities as set out in the said Agreement;

m. the aforesaid Development Agreement dated 22<sup>nd</sup> December 2022 between Jeevan Sudha Co-operative Housing Society Ltd. and the Developers was based on the anticipated Development potential of 13,962 sq. m. However, based on the road setback FSI benefits, the total FSI that the Development potential of the said Property increased to about 14,075.87 sq. metres. Since additional FSI benefit

became available for the said Property than what was projected at the time of the Development Agreement, the Developers and the Society i.e. Jeevan Sudha Cooperative Housing Society Ltd. have since executed a Supplemental Agreement dated 23<sup>rd</sup> August, 2023 registered under no. BDR15-14233-2023 to record such additional benefit and other consequential terms as agreed between them. The Developers have by and under a Deed of Mortgage dated 21<sup>st</sup> September 2023 registered under no. BDR-16-12867-2023 executed by M/s. Mesacon Spaces LLP and Anr. (as Mortgagor) in favour of Aditya Birla Finance Ltd. mortgaged their entitlement under the said Development Agreements.

n. it is further stated that, Public Notices were issued by us on behalf of M/s. Mesacon Spaces LLP inviting claims from the General Public in the issue of the following daily Newspapers, "Times of India" and "Janmabhoomi" both dated 3<sup>rd</sup> September 2022 having circulation in Mumbai. We state that we have not received any claims or objections in pursuance of the said Public Notices.

5. **Litigation if any:** Not Applicable

Date: 7<sup>th</sup> December 2023

For Shiralkar & Co.



Proprietor