



## **MDP & PARTNERS**

ADVOCATES & SOLICITORS

NISHIT DHRUVA                      ASHOK PARANJPE  
PRAKASH SHINDE                    A.K. MISHRA  
MALAV VIRANI                         HETA MODI

**MDP/ND/MV/SU/2020**

**June 15, 2020**

### **TO WHOMSOEVER IT MAY CONCERN**

#### **Note on Title in respect of:**

Right to purchase (from Hubtown Limited) the FSI generated at present and in future from the SRA scheme framed under Rule 33 (10) of the Development Control Regulations, 1991, being developed on all that piece and parcel of land, ground and hereditaments admeasuring 5565 square meters or thereabouts bearing CTS No. 20 (part), 22 (part), 23 (part), 24 (part), 32 (part) and 38 (part) of Worli Division G/South Ward, Worli, Mumbai – 400018.

(hereinafter referred to as the “**Subject Property**”)

---

#### **I. PRELIMINARY**

We have been instructed by Nayan Real Estate Private Limited to submit our Note on Title in respect of the Subject Property and we submit as follows:

#### **II. DOCUMENTS PROVIDED TO US**

We have been furnished with photocopies of the following documents and papers for our perusal:

##### Documents in respect of the Subject Property:

- Photocopy of the letter dated July 29, 1999 bearing no. CSLR/S & LR-2/T-6/L.P./M.R.N. 17/99 from Office of the Collector, Mumbai City;
- Photocopy of the Registration Certificate of Mayanagar Achanaknagar S.R.A. Co-operative Housing Society Limited dated September 19, 2006 bearing no. M.U.M./S.R.A./H.S.G./(T.C.)/11189/2006;
- Photocopy of the Agreement dated July 26, 2007 bearing Registration Serial No. BBE-1-8339 of 2007 executed between the Mayanagar Achanaknagar S.R.A. Co-operative Housing Society Limited as the Society and Akruiti Nirman Limited as the Developers (“**2007 Agreement**”);
- Photocopy of the Revised Letter of Intent dated December 18, 2007 bearing no. SRA/Eng/158/GS/ML/LOI issued by Slum Rehabilitation Authority;
- Photocopy of the Indenture of Mortgage dated April 9, 2009 bearing Registration Serial No. BDR-15-3001 of 2009 executed between Akruiti City Limited (formerly known as Akruiti Nirman Limited) as the Mortgagor No. 1 and Akruiti Jay Chandan Joint Venture as the Mortgagor No. 2 and Punjab National Bank as the Mortgagee Bank;
- Photocopy of the Supplemental Mortgage Deed dated July 3, 2009 bearing Registration Serial No. BDR-4-6011 of 2009 executed between between Akruiti City Limited (formerly known as

---

**MUMBAI** (Head Office)  
1<sup>st</sup> Floor, Udyog Bhavan, 29, Walchand Hirachand Marg,  
Ballard Estate, Mumbai – 400 001  
E: [mumbai@mdppartners.com](mailto:mumbai@mdppartners.com)

**DELHI** (Associate Office)  
A-178, L.G.F. Defence Colony  
New Delhi – 110 024  
E: [delhi@mdppartners.com](mailto:delhi@mdppartners.com)

T (Mum): +91 22668 68900 • T (Del): +91 70456 00304 • F: +91 22668 68989 • W: [www.mdppartners.co.in](http://www.mdppartners.co.in)

**ADVOCATES & SOLICITORS**

Akruti Nirman Limited) as the Mortgagor No. 1 and Akruti Jay Chandan Joint Venture as the Mortgagor No. 2 and Punjab National Bank as the Mortgagee Bank;

- Photocopy of the Second Supplemental Deed of Mortgage dated August 27, 2010 bearing Registration Serial No. BDR-1-10114 of 2010 executed between Akruti City Limited (formerly known as Akruti Nirman Limited) as the Mortgagor No. 1 and Akruti Jay Chandan Joint Venture as the Mortgagor No. 2 and Punjab National Bank as the Mortgagee/Bank;
- Photocopy of the Deed of Reconveyance dated December 27, 2012 bearing Registration Serial No. BBE-4-32 of 2013 executed between Punjab National Bank as the Mortgagee and Hubtown Limited (foremly known as Akruti City Limited) as the Mortgagor No. 1 and Akruti Jay Chandan Joint Venture as the Mortgagor No. 2.
- Photocopy of the Revised Letter of Intent dated February 23, 2011 bearing no. SRA/ENG/158/GS/ML/LOI issued by Slum Rehabilitation Authority;
- Photocopy of the Certificate of Incorporation dated October 11, 2007;
- Photocopy of the Certificate of Incorporation dated October 31, 2011;
- Revised Letter of Intent dated August 14, 2018, bearing no. SRA/Eng/158/GS/ML/LOI issued by Slum Rehabilitation Authority
- Agreement dated November 13, 2019, bearing Registration Serial No. BBE 3 – 10160 of 2019, executed between Hubtown Limited as the Developer and Nayan Real Estate Private Limited as the Purchaser or NREPL (“**2019 Agreement**”)
- Supplementary Agreement dated November 20, 2019, executed between Hubtown Limited as Hubtown and Nayan Real Estate Private Limited as NREPL (“**2019 Supplementary Agreement**”)

**III. FLOW OF TITLE**

1. Vide its Letter dated July 29, 1999 bearing no. CSLR/S & LR-2/T-6/L.P./M.R.N. 17/99, the Office of the Collector, Mumbai City has certified all that place or parcel of land or ground at plot situated and laying at C.S. No. 32 (part) and 38 (part) admeasuring about 5565 square meters situated lying and being at B.G. Kher Marg, Worli, Mumbai 400 018 (“**said Property**”) as a ‘slum’;
2. We have perused the 2007 Agreement and the recitals contained therein record as follows:
  - (i) The Municipal Corporation of Greater Mumbai (“**Corporation**”) had formulated a policy for re-development and restructuring of slums through participation of slum dwellers under Registration No. 33(10) of the Development Control Regulation for Greater Bombay-1991, which has been approved by the Government of Maharashtra (“**Scheme**”);
  - (ii) Under the said Scheme, the slum dwellers are required to form a co-operative housing society who shall be granted land tenure at a lease by the Corporation / Government on such terms and conditions as may be decided by the Corporation / Government

---

**ADVOCATES & SOLICITORS**

3. The slum dwellers occupying the said Property have formed and registered the society by the name 'Mayanagar Achanaknagar SRA Co-operative Housing Society Limited' under the provisions of the Maharashtra Co-operative Societies Act, 1960, under the Registration No. M.U.M./S.R.A./H.S.G./(T.C.)/11189/2006 dated September 19, 2006 ("**Society**");
4. The 2007 Agreement further records:
  - (i) The said Property belongs to the Corporation
  - (ii) Akruti Nirman Limited had obtained the consent of 70% of the eligible slum dwellers for the redevelopment of the said Property under the said Scheme
  - (iii) Vide its LOI bearing Ref. No. SRA / ChE / 158 / GS / ML / LOI dated August 20, 1998, the Slum Rehabilitation Authority ("**SRA**") approved of the proposed scheme submitted by Akruti Nirman Limited with regard to the redevelopment of the said Property
5. Vide the 2007 Agreement, at the request of the said Society, Akruti Nirman Limited accepted the redevelopment proposal and agreed to undertake development of the said Property for the Society in accordance with the said Scheme of the Corporation and on the terms and conditions more particularly contained therein. In pursuance of the same, the said Society granted an irrevocable power of attorney in favour of Akruti Nirman Limited to carry out all acts deeds and things for the redevelopment of the said Property;
6. As per the terms of the 2007 Agreement, on the development of the said Property, Akruti Nirman Limited were to provide to all the eligible slum dwellers holding non-commercial tenements – tenements admeasuring 225 square feet and to all the eligible slum dwellers holding commercial tenements – tenements admeasuring the same area as originally occupied by them
7. Vide Revised Letter of Intent dated December 18, 2007 bearing no. SRA/Eng/158/GS/ML/LOI, the SRA granted the permission to develop the said Property to Akruti Nirman Limited under the SRA Scheme in accordance with D.C. Regulation No. 33(10) and on the terms and conditions more particularly contained therein;
8. Vide the Fresh Certificate of Incorporation Consequent upon Change of Name dated October 11, 2007, the name of Akruti Nirman Limited was changed to Akruti City Limited;
9. Vide Indenture of Mortgage dated April 9, 2009 bearing Registration Serial No. BDR-15-3001 of 2009 executed between Akruti City Limited as the Mortgagor No. 1 and Akruti Jay Chandan Joint Venture as the Mortgagor No. 2 and Punjab National Bank as the Mortgagee Bank, *inter alia* Akruti City Limited mortgaged their rights and benefits in the said Property including the saleable area in the said Property admeasuring 13,439.99 square meters under the said Scheme

## ADVOCATES &amp; SOLICITORS

- of the SRA in favour of the Punjab National Bank on the terms and conditions more particularly contained therein;
10. Vide Supplemental Mortgage Deed dated July 3, 2009 bearing Registration Serial No. BDR-4-6011 of 2009 executed between Akruiti City Limited as the Mortgagor No. 1 and Akruiti Jay Chandan Joint Venture as the Mortgagor No. 2 and Punjab National Bank as the Mortgagee Bank, Akruiti City Limited confirmed the charge created on the said Property along with other properties and assets in favour of the Punjab National Bank on the terms and conditions more particularly contained therein;
  11. Vide Second Supplemental Deed of Mortgage dated August 27, 2010, bearing Registration Serial No. BDR-1-10114 of 2010 executed between between Akruiti City Limited as the Mortgagor No. 1 and Akruiti Jay Chandan Joint Venture as the Mortgagor No. 2 and Punjab National Bank as the Mortgagee/Bank, Akruiti City Limited created a charge on the said Property along with other properties and assets for a further consideration of Rs. 100 crores in favour of the Punjab National Bank on the terms and conditions more particularly contained therein;
  12. Vide the Revised Letter of Intent dated February 23, 2011 bearing no. SRA/Eng/158/GS/ML/LOI ("2011 LOI"), the SRA revised the terms of the earlier LOI and granted its approval to the development of the said Property on the terms and conditions *inter alia* recording:
    - (a) FSI of 2.266 shall be applicable in accordance with the provisions of Appendix IV of Regulation No. 33 (10) of the Amended Development Control Regulations, 1991
    - (b) The area of the slum plot is 5565 square meters inclusive of applicable deductions towards the garden reservation (1292.75 square meters) and road depot (93.16 square meters)
    - (c) The total rehabilitation component shall be 8372.61 square meters
    - (d) The total sale component shall be Rs. 6279.46 square meters
    - (e) The total built up area sanctioned for the Scheme in respect of the said Property is 12610.35 square meters
  13. Vide Certificate of Incorporation consequent upon change of name dated October 31, 2011, the name of Akruiti City Limited was changed to Hubtown Limited;
  14. We have not been provided a photocopy of the Undertaking dated March 9, 2012, bearing Registration Serial No. BBE 2 – 1724 of 2012 executed by Akruiti Nirman Limited
  15. Vide Deed of Reconveyance dated December 27, 2012 bearing Registration Serial No. BBE-4-32 of 2013 executed between Punjab National Bank as the Mortgagee and Hubtown Limited as the Mortgagor No. 1 and Akruiti Jay Chandan Joint Venture as the Mortgagor No. 2, Hubtown Limited

## ADVOCATES &amp; SOLICITORS

repaid part of the outstanding amount to Punjab National Bank and in pursuance thereof Punjab National Bank vacated their charge over *inter alia* the said Property and reconveyed the said Property in favour of Hubtown Limited;

16. Vide the Revised Letter of Intent dated August 14, 2018, bearing no. SRA/Eng/158/GS/ML/LOI (“**2018 LOI**”), the SRA revised the terms of the earlier LOI and granted its approval to the development of the said Property on the terms and conditions *inter alia* recording:

(a) FSI of 2.326 shall be applicable in accordance with the provisions of Appendix IV of Regulation No. 33 (10) of the Amended Development Control Regulations, 1991 out of which a maximum FSI of 1.6625 shall be allowed to be consumed on the said Property

(b) The area of the slum plot is 5565 square meters inclusive of applicable deductions towards the garden reservation (1292.75 square meters) and road depot (93.16 square meters)

(c) The total rehabilitation component shall be 8472.89 square meters

(d) The total sale component shall be Rs. 6354.67 square meters

17. Vide the 2019 Agreement, Hubtown Limited agreed to sell to Nayan Real Estate Private Limited, all their right title and interest in respect of 109.18 square meters of FSI / development rights to be utilized in construction of the free sale building out of the sale component of the said Scheme on the terms and conditions *inter alia* recording:

(a) The balance consideration shall be paid by Nayan Real Estate Private Limited to Hubtown Limited within a period 1 (one) month from the date of handover of the vacant possession of the earmarked sale component portion of the said Property to Nayan Real Estate Private Limited

*We have been informed that such amounts have been duly paid*

(b) The Purchaser shall be responsible for preparing the proposed construction plans and shall obtain the prior approval of Hubtown Limited before commencing with construction and development

*We have been informed that Hubtown Limited has given such approval to Nayan Real Estate Private Limited.*

(c) Out of the portion to be constructed by Nayan Real Estate Private Limited, Nayan Real Estate Private Limited shall have absolute powers to sell the sale premises and no permission of Hubtown Limited shall be required

## ADVOCATES &amp; SOLICITORS

- (d) Upon payment of the complete balance consideration, Nayan Real Estate Private Limited shall be entitled to sell, dispose of, assign, transfer, or in any manner create any third party rights in respect of the units to be constructed on the sale components by them, without requiring the permission of Hubtown Limited

*We have been informed that such amounts have been duly paid*

- (e) Under Clause 14 of the 2019 Agreement, Nayan Real Estate Private Limited shall have the right to procure any additional FSI that is generated from the said Land at any time hereinafter at the same rate at which FSI was purchased under the 2019 Agreement

18. Vide the 2019 Supplementary Agreement, it was agreed that any additional FSI generated, at present or in the future, in respect of the said Land shall be utilized by Nayan Real Estate Private Limited on the terms and conditions *inter alia* recording:

- (a) The total FSI presently available for free sale in the said Scheme is 2723.03 square meters
- (b) Hubtown Limited has also applied to the SRA to grant even further FSI in the said Scheme, which has not yet been granted but is expected to be granted. As per Hubtown Limited's application to the SRA, the total FSI for free sale that is available to be consumed in-situ is expected to be 7682.55 square meters
- (c) For the additional FSI generated in the said Land, Nayan Real Estate Private Limited shall pay to Hubtown Limited, at the same rate as was paid under the 2019 Agreement, as and when such FSI is generated in the said Scheme
- (d) The consideration payable by Nayan Real Estate Private Limited shall be payable in the following manner:
- i. 5% of the amount to be paid for the FSI within 30 (thirty) days of the FSI being generated
  - ii. 95% (i.e. the balance amount) of the amount for the FSI is to be paid prior to the occupation certificate being obtained in respect of the sale building to be constructed on the said Land
- (e) No consideration shall be payable by Nayan Real Estate Private Limited for the areas / benefits as per the prevailing Development Control and Promotions Regulation 2034 (DCPR)
- (f) Hubtown Limited has sold 27 (twenty seven) units in the project being constructed on the said Land. The amount received from the sale of such units shall be deducted from the consideration payable by Nayan Real Estate Private Limited to Hubtown Limited and the

**ADVOCATES & SOLICITORS**

balance receivables from such units shall belong exclusively to Nayan Real Estate Private Limited and the entire responsibility for completion of construction of such units shall be the responsibility of Nayan Real Estate Private Limited

- (g) Hubtown Limited shall ensure that the consent as required under the Real Estate (Regulation and Development) Act, 2016, for the change of promoter is granted by the allottees of the units sold by Hubtown Limited
- (h) Nayan Real Estate Private Limited shall continue to use the brand name of 'Hubtown' for the project and pay 'royalty' fee to Hubtown Limited within 1 (one) month from the date of execution of the 2019 Supplementary Agreement.

*We have been informed that such amounts have been duly paid*

**IV. SEARCHES****1. REGISTRATION OFFICES**

We have caused search in the office of the Sub-Registrar of Assurances at SRO of Mumbai for a period of 30 years in respect of the captioned property from the year 1990 to 2020 and the SRO of Mumbai Computer Records from the year 2002 till 2020 through Ms. Aarti Makwana. A copy of the said search report dated June 15, 2020, is annexed hereto.

Please note that the searches at the office of the sub-registrar of assurance are subject to the availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated

**2. COURTS**

We have not caused any search to be conducted in any of the Courts or Tribunals and nor have we been provided with any papers in relation thereof. We have been informed that there is no outstanding Litigation against the captioned property.

**V. PUBLIC NOTICE**

For the purposes of this report, we have not published any notice in any newspaper inviting claims against the title of Hubtown Limited in respect of the said Property.

**VI. REMARKS**

**ADVOCATES & SOLICITORS**

1. Apart from the documents provided to us, we have not been provided with any other documents.
2. Our Search Clerk has visited the Registrar / Sub Registrar's Office and verified the records / details of the captioned property.
3. We have not been provided with any documents / consents / approvals / plans / certificates etc. in respect of any construction on the captioned Property.
4. The information provided in this note is subject to change based on any additional information that may be received subsequent to the date of this note

**VII. ASSUMPTIONS**

1. All the documents referred to herein are binding on the parties thereto and there are no facts or circumstances in existence and no events have occurred which render the documents void or voidable, or repudiated or revoked or frustrated, or capable of rescission for any reason, and in particular without limitation by reason of the lack of consideration, influence, coercion, duress, default, fraud or misrepresentation.
2. All documents referred to herein have been adequately stamped as per the applicable stamp duty under the Maharashtra Stamp Act.
3. All signatures and seals affixed to the concerned documents referred to herein are genuine. All signatures which purport to have been attested were made in the presence of the purported witnesses as required.
4. All documents or extracts of documents submitted to us as copies conform to the originals and the original documents of which such copies have been supplied to us were authentic and complete.

**VIII. CONCLUSION**

The title of Nayan Real Estate Private Limited to the Subject Property is clear, marketable and free from reasonable doubts subject to what is stated hereinabove and more particularly subject to:

- (i) compliance with the terms of the 2018 LOI;
- (ii) execution and registration of a conveyance of the FSI by Hubtown Limited in favour of Nayan Real Estate Private Limited.

Kindly note our opinion is limited to the title of Nayan Real Estate Private Limited to the Subject Property. Our opinion does not include matters falling within the expertise of other professionals including architects, surveyors and valuers and chartered accountants such as issues relating to land use and validity of permissions etc.

Yours faithfully,  
**MDP & Partners**



**For Partner**