



Adv. Anil Dsouza

FORMAT- A  
(Circular No. 28/2021)

06<sup>th</sup> September 2022

To  
**MahaRERA**

**LEGAL TITLE REPORT**

Sub: All that piece and parcel of land and ground bearing (i) Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring 6731 sq. mtrs., or thereabout and (ii) Survey No.482 Hissa No.2 and now bearing CTS Nos.230 and 231 admeasuring about 1860 sq. mtrs., or thereabout aggregately admeasuring about 8591 sq. mtrs., or thereabout out of which area admeasuring approx 2375.70 sq. mtrs., is declared as Slum (hereinafter referred to as "Slum Property") situate at village Malad (South) Mota Pada (Bhandarwada) near K. G. Mittal College, Liberty Garden, Malad West, Mumbai 400064 (hereinafter collectively referred to as "**the said Property**").

1. I have investigated the Title of the said Property on the request of and based on documents , enlisted below, provided by Sheth Creators & Sun-Vision Private Limited and on the Title Search Reports by Adv. Akshay Kale dated 31<sup>st</sup> August 2022; vide the following documents i.e.
  - 1) Description of the said Property  
All that piece and parcel of land and ground bearing (i) Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring 6731 sq. mtrs., or thereabout and (ii) Survey No.482 Hissa No.2 and now bearing CTS Nos.230 and 231 admeasuring about 1860 sq. mtrs., or thereabout aggregately admeasuring about 8591 sq. mtrs., or thereabout out of which area admeasuring approx 2375.70 sq. mtrs., is declared as Slum (hereinafter referred to as "Slum Property") situate at village Malad (South) Mota Pada (Bhandarwada) near K. G. Mittal College, Liberty Garden, Malad West, Mumbai 400064 (hereinafter collectively referred to as "**the said Property**").
  - 2) The documents of allotment of the said Property areas mentioned in **Annexure "A"**
  - 3) Property Card/ 7/12 Extract issued by City Survey Office.
  - 4) Search report for 30 years from 1992 till 2022.
2. On the perusal of the above mentioned documents and all other relevant documents relating to the title of the said Property, I am of the opinion that the title of Sheth Creators & Sun-Vision Private Limited is clear and marketable subject to encumbrances as mentioned in **Annexure "B" and Annexure "D"**.
3. Owners of the land - **Annexure "C"**
  - (i) Qualifying remarks/comments if any --**NIL**
3. The report reflecting the flow of Title of Sheth Creators & Sun-Vision Private Limited on the said Property is enclosed herewith as annexure.

Enclosed : Annexure.

Dated 06<sup>th</sup> September, 2022

Yours Truly,

Advocate



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

**Sr no.**

- 1) P.R card as on date of application for registration.
- 2) Search Report for 30 years from 1992 to 2022 taken from Sub Registrars office at Mumbai
- 3) Any other relevant title.
  - a) By diverse Deeds of Conveyances as mentioned in Annexure A, the Promoters are owners of the said Property.
  - b) By Certificate of Incorporation Consequent to Name Change dated 12<sup>th</sup> February, 1996, name of Shroff Consultants Private Limited was changed to M/s. Sun – Vision Estates & Consultants Private Limited.
  - c) By Certificate of Incorporation Consequent to Name Change dated 23<sup>rd</sup> January, 2018, the name to M/s. Sun – Vision Estates & Consultants Private Limited to Promoters – Sheth Creators & Sun-Vision Pvt. Ltd.
- 4) Litigations if any – Mentioned in Annexure “D”

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**Annexure A**

**List of Documents**

- i. Deed of Conveyance dated 9<sup>th</sup> May, 1995 (“Deed of Conveyance-1”) made and executed between Jankibai Parshuram Keni (being Kamlibai daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2269 / 1995 on 6<sup>th</sup> March, 2010;
- ii. Deed of Conveyance dated 9th May, 1995 (“Deed of Conveyance-2”) made and executed between Chimabai Pundalik Patil alias Keni (being daughter of Shanwar) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2270 / 1995 on 6th March, 2010;
- iii. Deed of Conveyance dated 9<sup>th</sup> May, 1995 (“Deed of Conveyance-3”) made and executed between Smt Gauribai Motiram Keni (being wife of Motiram Shanwar Keni) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2271 / 1995;
- iv. Deed of Conveyance dated 9<sup>th</sup> May, 1995 (“Deed of Conveyance-4”) made and executed between Vasudev Parshuram Keni (being Kamlibai son) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2272 / 1995 on 6<sup>th</sup> March, 2010;
- v. Deed of Conveyance dated 9<sup>th</sup> May, 1995 (“Deed of Conveyance-5”) made and executed between Yashwant Shanwar Keni (being son of Shanwar) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2273 / 1995 on 6<sup>th</sup> March, 2010;
- vi. Deed of Conveyance dated 9<sup>th</sup> May, 1995 (“Deed of Conveyance-6”) made and executed between Barkubai alias Narmadabai Vithal Keni (being Shanwar daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2274 / 1995 on 6<sup>th</sup> March, 2010;
- vii. Deed of Conveyance dated 9<sup>th</sup> May, 1995 (“Deed of Conveyance-7”) made and executed between Smt. Radhabai Pandurang Keni (being Motiram daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2275 / 1995 on 6<sup>th</sup> March, 2010;
- viii. Deed of Conveyance dated 9<sup>th</sup> May, 1995 (“Deed of Conveyance-8”) made and executed between Jaywantibai Dwarkanath Keni (being Shanwar daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2276 / 1995 on 6<sup>th</sup> March, 2010;
- ix. Deed of Conveyance dated 30th August, 1995 (“Deed of Conveyance”) made and executed between Vithal Bhoraji Manjarekar therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-



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Registrar of Assurances at Bombay under serial no. BDR-2 / 3181 / 1995 on 6<sup>th</sup> March, 2010.

- x. Indenture of Mortgage dated 28th June 2017 registered with the office of the Sub-Registrar of Assurance at BRL-6 under serial No.7182 of 2017.
- xi. Indenture of Mortgage dated 12th July 2018 registered with the office of the Sub-Registrar of Assurance at BRL-4 under serial No.10295 of 2018.

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**ANNEXURE B**

**ENCUMBRANCES**

I have been informed that Sheth Creators & Sun-Vision Private Limited have created a charge/mortgage in respect of rights in the aforesaid Property in favour of Lenders as detailed below:-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Name of Company</b>	<b>Amount</b>
1	Indenture of Mortgage dated 12th July 2018 registered with the office of the Sub-Registrar of Assurance at BRL-4 under serial No.10295 of 2018.	Yes Bank Limited	Rs. 40,00,00,000/-
2	Indenture of Mortgage dated 28th June 2017 registered with the office of the Sub-Registrar of Assurance at BRL-6 under serial No.7182 of 2017.	Yes Bank Limited	Rs. 60,00,00,000/-

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**ANNEXURE C**

<b><u>Sr. No.</u></b>	<b><u>Owner of the Land</u></b>	<b><u>CTS no.</u></b>
1.	Sheth Creators & Sun-Vision Private Limited	232
2.	Sheth Creators & Sun-Vision Private Limited	230 and 231

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**ANNEXURE D**

**LITIGATIONS**

Sr. No.	Case Number	Court Name	Current Status
1	Writ Petition No.7190 of 2016	High Court	Pending
2	S. C. Suit No. 1162 of 2016 (Regd. Suit No.200516/2016)	City Civil Court, Dindoshi	Pending
3	Writ Petition No.1016 of 2012	High Court	Pending
4	Criminal Revision Application No. 274 of 2016	Sessions for Borivali Division, Goregaon, Bombay	Pending
5	CR No.80 of 2010	Chief Metropolitan Magistrate's 24 <sup>th</sup> Court at Borivali	Pending
6	Case No. SS/2400513 of 2010	Addl. Chief Metropolitan Magistrate's 24 <sup>th</sup> Court at Borivali, Mumbai	Pending
7	S.C Suit No. 331 of 2018	City Civil Court at Dindoshi Division, Goregaon	Pending

06<sup>th</sup> September, 2022

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