



# WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/KBM/10255/ 3622/2022

To,  
**Maharashtra Real Estate Regulatory Authority**  
6<sup>th</sup> and 7<sup>th</sup> Floor, Housefin Bhavan  
Plot no.C-21, E Block  
Bandra Kurla Complex  
Bandra (East)  
Mumbai 400051

## LEGAL TITLE REPORT

**Re:** Title Certificate with respect to (i) all those pieces and parcels of land collectively admeasuring 21,197.30 square meters bearing C.T.S. No.825/1(part) and C.T.S. No.825/2 (part) lying being and situate at Village Ambivali in Taluka Andheri in Mumbai Suburban District and at Link Road, Andheri (West) and more particularly described in Part A of the Schedule hereunder written ("Scheme 1 Land"), and, (ii) all those pieces and parcels of land admeasuring 5,325.50 square meters bearing C.T.S. No.835(part), C.T.S. No.836(part), C.T.S. No.839/1(part) and C.T.S. No.839/2(part) lying, being and situate at Village Ambivali in Taluka Andheri in Mumbai Suburban District and at Link Road, Andheri (West) and more particularly described in Part B of the Schedule hereunder written ("Scheme 2 Land").

The Scheme 1 Land and Scheme 2 Land are collectively referred to as "the said Land".

**A.** At the request of our client **Portsmouth Buildcon Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 6<sup>th</sup> Floor, 601, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra East, Mumbai 400051 ("**PBPL**"), we have investigated their title to develop the Free Sale Component as part of the slum rehabilitation scheme on the said Land. The Slum Rehabilitation Authority has approved a slum rehabilitation scheme on the said Land being implemented by **Shiv Infra Vision Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 1<sup>st</sup> Floor, R. C. House, The Grand Residency, Near Sheetal Cinema Plot, L.B.S. Marg, Kurla (West), Mumbai 400070 ("**Shiv Infra**"). PBPL has acquired the rights to develop the Free Sale Component of the slum rehabilitation scheme on the said Land from Shiv Infra.

**B.** In accordance with the format of the Legal Title Report prescribed by this Hon'ble Authority vide Circular No.28/2021, the summary of our title investigation is as under :-

### **1. Description of the said Land:**

#### The Scheme 1 Land

All those pieces and parcels of land collectively admeasuring 21,197.30 square meters bearing C.T.S. No.825/1(part) and C.T.S. No.825/2 (part) lying being and situate at Village Ambivali in Taluka Andheri in Mumbai Suburban District

and at Link Road, Andheri (West) and more particularly described in **Part A of the Schedule** hereunder written.

The Scheme 2 Land

All those pieces and parcels of land admeasuring 5,325.50 square meters bearing C.T.S. No.835(part), C.T.S. No.836(part), C.T.S. No.839/1(part) and C.T.S. No.839/2(part) lying, being and situate at Village Ambivali in Taluka Andheri in Mumbai Suburban District and at Link Road, Andheri (West) and more particularly described in **Part B of the Schedule** hereunder written.

**2. Documents of allotment of the said Land:**

- (i) Letter dated 6<sup>th</sup> October, 2018 whereby the SRA intimated Shiv Infra that they had 213 votes from the Anna Nagar Society, Kasam Nagar Society and Vitthal Rakhumai Society.
- (ii) Letter dated 9<sup>th</sup> October, 2018 whereby the SRA intimated Shiv Infra of its selection as the new developer of the SRS (slum rehabilitation scheme) of the Anna Nagar Society, Kasam Nagar Society and Vitthal Rakhumai Society.
- (iii) Development Agreement dated 1<sup>st</sup> October, 2019 executed between Anna Nagar Society and Shiv Infra read with Power of Attorney dated 1<sup>st</sup> October, 2019 executed by Anna Nagar Society in favour of Shiv Infra, whereby Shiv Infra was became entitled to undertake development of a portion of the Scheme 1 Land in the manner and on the terms and conditions set out therein.
- (iv) Development Agreement dated 2<sup>nd</sup> May, 2022 executed between Kasam Nagar Society and Shiv Infra read with Power of Attorney dated 2<sup>nd</sup> May, 2022 executed by Kasam Nagar Society in favour of Shiv Infra, whereby Shiv Infra became entitled to undertake development of a portion of the Scheme 1 Land in the manner and on the terms and conditions set out therein.
- (v) Memorandum dated 4<sup>th</sup> October, 2021 issued by the Revenue and Forest Department of the Government of Maharashtra read with an Order dated 27<sup>th</sup> January, 2022 issued by the Office of the Collector, Mumbai Suburban District.
- (vi) Letter of Intent dated 5<sup>th</sup> December, 2019 bearing reference no. SRA/ENG/311/353/KW/ML, MHL & STGL/LOI issued by the SRA, whereby sanction was accorded for the clubbed and amalgamated SRS of Anna Nagar Society, Kasam Nagar Society and Vitthal Rakhumai Society by Shiv Infra under the provisions of Regulation 33(10) of DCPR 2034 on the terms mentioned therein.
- (vii) Joint Development Agreement dated 31<sup>st</sup> March, 2022 registered with the Office of the Sub-Registrar of Assurances under Serial No.BDR-1-7205 of 2022 ("**Joint Development Agreement**") executed between Shiv Infra, therein referred to as the 'Developer' of the One Part and PBPL, therein referred to as the 'Joint Developer' of the Other Part, read with a Power of Attorney dated 31<sup>st</sup> March, 2022 registered with the Office of the Sub-Registrar of Assurances under Serial No.BDR-1-7207 of 2022 ("**Power of Attorney**") executed by Shiv Infra in favour of PBPL, whereby Shiv Infra granted development rights in favour of PBPL to construct the Free Sale Component on a portion of the said

Land to be identified for the free sale component ("Free Sale Land") by consuming the Free Sale FSI of 77,960.94 square meters (excluding the fungible FSI) and including any fungible FSI that can be utilised on the said Free Sale Land (collectively "Free Sale Component") and any additional/future FSI that may be permitted to be utilised on the said Land in the manner and on the terms and conditions as set out therein.

**3. 7/12 Extracts, Mutation Entries and Property Cards:**

- (i) The Property Register Card dated 9<sup>th</sup> February, 2021 with respect to land bearing C.T.S. No.825/1 of Village Ambivali reflects *inter-alia*, total area of 92,449.16 square meters, Government of Maharashtra as the owner of the portions of land not yet granted/alienated, and, tenure of the land is 'G'.
- (ii) The Property Register Card dated 24<sup>th</sup> January, 2019 with respect to land bearing C.T.S. No.825/2 of Village Ambivali reflects *inter-alia*, total area is of 40,716.70 square meters, Regional Transport Officer, Mumbai West as the owner/holder of this land, and, pursuant to Order dated 3<sup>rd</sup> April, 2018 issued by the District Collector, Mumbai Suburban District, this land cannot be sold, mortgaged, gifted, sub-divided, commercially used, use of additional FSI, TDR or redeveloped without prior permission of the Collector.
- (iii) The Property Register Card 24<sup>th</sup> January, 2019 with respect to C.T.S. No.835 of Village Ambivali reflects *inter-alia*, total area of 25,578 square meters, MHADA as the owner/holder of 25,578 square meters, area of 2,861.74 square meters is leased in favour of Pragat Shikshan Sanstha, and, the tenure of the land is agricultural.
- (iv) The Property Register Card dated 25<sup>th</sup> January, 2019 for land bearing C.T.S. No.839/1 of Village Ambivali reflects *inter-alia*, total area of 5,638.50 square meters, Municipal Corporation of Greater Mumbai as the owner/holder of this land, and, the tenure of the land is agricultural.
- (v) The Property Register Card dated 25<sup>th</sup> January, 2019 for land bearing C.T.S. No.839/2 of Village Ambivali reflects *inter-alia*, total area of 19,328.50 square meters, Municipal Corporation of Greater Mumbai (for cemetery, green area and garden) is the owner/holder thereof, and, the tenure of the land is agricultural.
- (vi) The Property Register Card with respect to C.T.S. No.836 of Village Ambivali reflects *inter-alia*, total area of 8,255 square meters, no holder is reflected, and, the tenure of the land is agricultural.

**4. Searches in the Offices of the Sub-Registrar of Assurances**

For the purpose of issuing this Report we have caused searches to be conducted at the Offices of the Sub-Registrar of Assurances at Mumbai (Old Custom House) for a period of 50 years from the year 1972 upto the year 2021 and at Bandra for a period of 30 years from the year 1972 upto the year 2001. We have caused searches to be conducted of the records of the Sub-Registrar of Assurances at Andheri-1 to Andheri-8 as available online for a period of 20 years from the year 2002 upto the year 2021. We have been informed by our search clerk that for certain years, the records maintained by the Offices of the Sub-Registrar of Assurances are torn and mutilated and the Index-II records maintained in digital form have not been properly maintained. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of

records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.

- C. Based on the steps undertaken by us as and subject to what is stated including compliance of the terms and conditions of the approvals and permissions issued from time to time, we hereby state that Shiv Infra Vision Private Limited is entitled to develop the said Land under the clubbed/amalgamated slum rehabilitation scheme of the Anna Nagar Society, Kasam Nagar Society and the Vitthal Rakhumai Society in accordance with the Letter of Intent dated 5<sup>th</sup> December 2019 issued by the Slum Rehabilitation Authority and the other approvals stated above and that Shiv Infra Vision Private Limited has granted development rights in respect of the Free Sale Component of the slum rehabilitation scheme on the said Land to Portsmouth Buildcon Private Limited in the manner and on the terms stated in the Joint Development Agreement and that by virtue of the terms stated in the Joint Development Agreement, Portsmouth Buildcon Private Limited is entitled to sell, transfer and dispose of the Free Sale Component to be constructed on the free sale portion of the said Land to be identified for the Free Sale Component subject to compliance of the terms and conditions mentioned in the Letter of Intent dated 5<sup>th</sup> December 2019, the Intimation/s of Approval issued for the Sale Building and other permissions as issued and amended from time to time.

| C.T.S. No.  | Owner                                                               | Developer as per LOI dt. 05.12.2019 | Joint Developer as per JDA dt. 31.03.2022 |
|-------------|---------------------------------------------------------------------|-------------------------------------|-------------------------------------------|
| 825/1(part) | Government of Maharashtra/<br>Collector of Mumbai Suburban District | Shiv Infra Vision Private Limited   | Portsmouth Buildcon Private Limited       |
| 825/2(part) | Regional Transport Officer, Mumbai West                             | Shiv Infra Vision Private Limited   | Portsmouth Buildcon Private Limited       |
| 835(part)   | MHADA                                                               | Shiv Infra Vision Private Limited   | Portsmouth Buildcon Private Limited       |
| 836(part)   | Government of Maharashtra                                           | Shiv Infra Vision Private Limited   | Portsmouth Buildcon Private Limited       |
| 839/1(part) | MCGM                                                                | Shiv Infra Vision Private Limited   | Portsmouth Buildcon Private Limited       |
| 839/2(part) | MCGM                                                                | Shiv Infra Vision Private Limited   | Portsmouth Buildcon Private Limited       |

- D. The Report reflecting the flow of the title of Shiv Infra Vision Private Limited (developer of the said Land as per the LOI dt. 05.12.2019) and Portsmouth Buildcon Private Limited (joint developer as per the Joint Development Agreement dt. 31.03.2022) is enclosed herewith as **Annexure A**.

### THE SCHEDULE REFERRED HEREINABOVE

#### PART A

#### (Description of the Scheme 1 Land)

All those pieces and parcels of land admeasuring 21,197.30 square meters bearing C.T.S. No.825/1(part) and C.T.S. No.825/2(part) of Village Ambivali in Taluka Andheri in Mumbai Suburban District and situated at Link Road, Andheri (West), Mumbai 400053 and bounded as follows, that is to say:-

|                         |   |                                                                          |
|-------------------------|---|--------------------------------------------------------------------------|
| On or towards North     | : | partly by C.T.S. No.825(part) and partly by Laxmi Industrial Estate      |
| On or towards the South | : | partly by C.T.S. No.866 and partly by existing slum                      |
| On or towards the East  | : | partly by C.T.S. No 825/1(part) and partly by 36.60 metre wide Link Road |
| On or towards the West  | : | partly by C.T.S. No.825/1(part) and partly by C.T.S. No.825/2.           |

**PART B**  
**(Description of Scheme 2 Land)**

All those pieces and parcels of land admeasuring 5,325.50 square meters bearing C.T.S. No.835(part), C.T.S. No.836(part), C.T.S. No.839/1(part) and C.T.S. No.839/2(part) all of Village Ambivali in Taluka Andheri in Mumbai Suburban District and situated at Link Road, Andheri (West), Mumbai 400053 and bounded as follows, that is to say:-

|                     |   |                                                                      |
|---------------------|---|----------------------------------------------------------------------|
| On or towards North | : | by C.T.S. No.835                                                     |
| On or towards South | : | partly by C.T.S. No.836(part) and partly by C.T.S. No.839/1(part)    |
| On or towards East  | : | partly by C.T.S. No.839/2(part) and partly by Andheri Sports Complex |
| On or towards West  | : | partly by C.T.S. No.835 and partly by C.T.S. No.836(part)            |

Dated this 19<sup>th</sup> day of October, 2022

For M/s. Wadia Ghandy & Co.

Partner

Encl.:

1. Annexure A (Flow of title to the said Land)
2. Annexure B (Qualifications and encumbrances)

**ANNEXURE A**  
**FLOW OF TITLE**

**1. 7/12 Extracts / P.R. Cards as on date of application for registration**

- (i) The Property Register Card dated 9<sup>th</sup> February, 2021 with respect to land bearing C.T.S. No.825/1 of Village Ambivali reflects *inter-alia*, total area of 92,449.16 square meters, Government of Maharashtra as the owner of the portions of land not yet granted/alienated, and, tenure of the land is 'G'.
- (ii) The Property Register Card dated 24<sup>th</sup> January, 2019 with respect to land bearing C.T.S. No.825/2 of Village Ambivali reflects *inter-alia*, total area is of 40,716.70 square meters, Regional Transport Officer, Mumbai West as the owner/holder of this land, and, pursuant to Order dated 3<sup>rd</sup> April, 2018 issued by the District Collector, Mumbai Suburban District, this land cannot be sold, mortgaged, gifted, sub-divided, commercially used, use of additional FSI, TDR or redeveloped without prior permission of the Collector.
- (iii) The Property Register Card 24<sup>th</sup> January, 2019 with respect to C.T.S. No.835 of Village Ambivali reflects *inter-alia*, total area of 25,578 square meters, MHADA as the owner/holder of 25,578 square meters, area of 2,861.74 square meters is leased in favour of Pragat Shikshan Sanstha, and, the tenure of the land is agricultural.
- (iv) The Property Register Card dated 25<sup>th</sup> January, 2019 for land bearing C.T.S. No.839/1 of Village Ambivali reflects *inter-alia*, total area of 5,638.50 square meters, Municipal Corporation of Greater Mumbai as the owner/holder of this land, and, the tenure of the land is agricultural.
- (v) The Property Register Card dated 25<sup>th</sup> January, 2019 for land bearing C.T.S. No.839/2 of Village Ambivali reflects *inter-alia*, total area of 19,328.50 square meters, Municipal Corporation of Greater Mumbai (for cemetery, green area and garden) is the owner/holder thereof, and, the tenure of the land is agricultural.
- (vi) The Property Register Card with respect to C.T.S. No.836 of Village Ambivali reflects *inter-alia*, total area of 8,255 square meters, no holder is reflected, and, the tenure of the land is agricultural.
- (vii) 7/12 Extracts are not applicable since the said Land is in Mumbai City and in view of the Circular No. Misc-1005/C.No./346-L-6 dated 21<sup>st</sup> January, 2006 issued by the Revenue and Forest Department of the Government of Maharashtra where instructions have been given to all revenue offices that the 7/12 Extracts in respect of lands falling within municipal limits and where Property Register Cards are operational and a city survey has been undertaken, should not be updated any further and should be closed.

**2. Mutation Entries**

Not applicable since the said Land is in Mumbai City and in view of the Circular No. Misc-1005/C.No./346-L-6 dated 21<sup>st</sup> January, 2006 issued by the Revenue and Forest Department of the Government of Maharashtra where instructions have been given to all revenue offices that the 7/12 Extracts in respect of lands falling within municipal limits and where Property Register Cards are operational and a city survey has been undertaken, should not be updated any further and should be closed.

**3. Searches in the Offices of the Sub-Registrar of Assurances**

For the purpose of issuing this Report we have caused searches to be conducted at

the Offices of the Sub-Registrar of Assurances at Mumbai (Old Custom House) for a period of 50 years from the year 1972 upto the year 2021 and at Bandra for a period of 30 years from the year 1972 upto the year 2001. We have caused searches to be conducted of the records of the Sub-Registrar of Assurances at Andheri-1 to Andheri-8 as available online for a period of 20 years from the year 2002 upto the year 2021. We have been informed by our search clerk that for certain years, the records maintained by the Offices of the Sub-Registrar of Assurances are torn and mutilated and the Index-II records maintained in digital form have not been properly maintained. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.

**4. Any other relevant title**

As per para B(2) of the Report above.

**5. Litigations**

**(i) Complaint (L) No.39 of 2021 before the High Power Committee, Anti-Corruption Bureau of the Govt. of Maharashtra against Shiv Infra and others**

(a) The Complaint was instituted in the name of the Vitthal Rakhumai Society against some officers/ex-officers of the SRA and Shiv Infra to cancel the LOI dated 16<sup>th</sup> January 2019 issued by the SRA in favour of Shiv Infra and to terminate the appointment of Shiv Infra as the developer of the Scheme 1 Land and the Scheme 2 Land. We are informed that no substantive proceedings have transpired in the Complaint No.39 of 2021.

(b) By an Order dated 3<sup>rd</sup> December 2021 passed by the High Power Committee, Anti-Corruption Bureau of the Govt. of Maharashtra, it was ordered that the captioned Complaint would be taken up for hearing only after the appeal filed by the complainant Vitthal Rakhumai Society under Section 152 of Maharashtra Co-operative Societies Act, 1960 before the Hon'ble Minister of Cooperation & Marketing of the Govt. of Maharashtra is decided, which appeal was filed against Order dated 18<sup>th</sup> November, 2021 passed by the Joint Registrar of Co-operative Societies (Eastern and Western Suburbs), SRA, Mumbai in exercise of its powers under Section 77(A) of the Maharashtra Co-operative Societies Act, 1960, whereunder the existing committee of Vitthal Rakhumai Society was removed and the Authorised Officer Mr. Arvind Kamble, Co-operative Officer Grade-II, SRA has been appointed as the administrator of Vitthal Rakhumai Society.

(c) Claims challenging the appointment of Shiv Infra as developer do not appear to be tenable since Shiv Infra was selected as the developer pursuant to a public process, the outcome whereof was challenged by various parties including the terminated developer K.S. Chamankar before various judicial fora. These challenges to the appointment of Shiv Infra were adjudicated and dismissed vide Order dated 27<sup>th</sup> March 2018 passed by the Bombay High Court in Writ Petition No.1324 of 2018. In Special Leave Petition (Civil) No.8737 of 2019, the Supreme Court of India dismissed the challenge to the order of the Bombay High Court dismissing the petition for review of its Order dated 27<sup>th</sup> March 2018 which had upheld and confirmed the Order dated 19<sup>th</sup> June, 2017 passed

by the CEO, SRA and the AGRC Order dated 20<sup>th</sup> November, 2017, whereby the appointment of Shiv Infra was confirmed. In this view of the matter, it is clear that Shiv Infra's appointment as developer and the process culminating in such appointment has been duly scrutinised and the highest court of the land has refused to interfere with the appointment of Shiv Infra as the developer of the said Land.

(ii) Appeal No.5 of 2019 filed by Kshitija Infrastructure Private Limited against State of Maharashtra and others

Kshitija Infrastructure Private Limited filed Appeal No.5 of 2019 before the AGRC challenging the appointment of Shiv Infra as developer for the said Scheme by the SRA on the grounds stated therein. Till date, no reliefs have been granted to Kshitija Infrastructure Private Limited. For the same reasons mentioned at paragraph 5(i)(c) above, the claims of Kshitija Infrastructure Private Limited in this Appeal do not appear to be tenable.

(iii) Commercial Suit No.971 of 2019 filed by L & T against M/s. K. S. Chamankar and M/s. Prime Builders and others

(a) Commercial Suit No.971 of 2019 is filed by L & T against K.S. Chamankar and Prime Builders before the Bombay High Court ("**Commercial Suit**") seeking diverse reliefs against the defendants therein.

(b) Notice of Motion No.1880 of 2019 in Commercial Suit has been filed by L & T against K. S. Chamankar and Prime Builders seeking diverse reliefs against the defendants therein including a direction for deposit with the Hon'ble Court of any such sum as may be received by the defendants by virtue of the CEO SRA Order dated 19<sup>th</sup> June, 2017. The Notice of Motion No.1880 of 2019 is presently pending and no Orders have been passed therein till date.

(c) Chamber Summons No.1087 of 2019 in the Commercial Suit has been filed by L & T to amend the plaint to (i) implead the SRA, the State of Maharashtra and the CEO, SRA as party defendants and (ii) pray for a decree to order CEO, SRA to pay L&T any sum that is due and payable consequent to CEO, SRA Order dated 19<sup>th</sup> June, 2017. The Chamber Summons No.1087 of 2019 is presently pending and no Orders have been passed therein till date.

(d) Chamber Summons No.1121 of 2019 is filed by L&T in the Commercial Suit to amend the plaint to inter-alia implead Shiv Infra as a party defendant and to pray for the following reliefs against Shiv Infra,-

- (I) To deposit with the High Court the amounts quantified and payable by virtue of CEO, SRA Order dated 19<sup>th</sup> June, 2017;
- (II) Pending final hearing and disposal, to direct Shiv Infra to deposit with High Court the amounts quantified and payable by virtue of CEO, SRA Order dated 19<sup>th</sup> June, 2017; and
- (III) Pending final hearing and disposal and in the event exercise of quantifying the previous expenditure as directed by CEO, SRA Order dated 19<sup>th</sup> June, 2017 has not been carried out, restrain Shiv Infra from carrying out any work in relation to the slum rehabilitation scheme that forms a subject matter of the suit until the quantification exercise is complied with.

- (e) We have examined Affidavit in Reply dated 5<sup>th</sup> March, 2021 of Mr. Prithvijeet Chavan, Director of Shiv Infra filed on behalf of Shiv Infra in Chamber Summons No.1121 of 2021 wherein the following primary defences have been taken:--
- (I) L & T has no locus to file the Interim Application and there is no cause of action in favour of L & T against Shiv Infra;
  - (II) Shiv Infra has been appointed as the developer for the said Scheme by the 3 Societies, namely, Anna Nagar Society, Kasam Nagar Society and Vitthal Rakhumai Society; and
  - (III) There is no privity of contract between L & T and Shiv Infra.
- (f) The Chamber Summons No.1121 of 2019 is currently pending and no orders have been passed therein till date.
- (g) Interim Application No.1503 of 2021 is filed in the Commercial Suit by L & T against K.S. Chamankar and others inter-alia to (1) implead the SRA, State of Maharashtra, CEO SRA and Shiv Infra as party defendants in the Commercial Suit, (2) amend the plaint in the manner as is set out therein, (3) recompute the expenditure incurred by L & T in undertaking redevelopment of the scheme, (4) deposit a sum of Rs.25,03,55,495/- computed by SRA as per the Valuation Report dated 29<sup>th</sup> November, 2019 with the Registry of the Bombay High Court, and (5) pray for an injunction to restrain Shiv Infra from carrying out or commencing any work in relation to the scheme prior to the re-computation of the expenditure purported to be incurred by L&T by SRA. By an Order dated 21<sup>st</sup> June, 2021, SRA was directed not to transfer the sum of Rs.25,03,55,495/- to K.S. Chamankar without prior permission of the High Court.
- (h) We have examined Affidavit in Reply of Mr. Prithvijeet Chavan, Director of Shiv Infra dated 13<sup>th</sup> July, 2021 filed in Interim Application No.1503 of 2021 wherein the following primary defences have been taken:--
- (I) L & T has no locus to file the Interim Application and there is no cause of action in favour of L & T against Shiv Infra;
  - (II) Shiv Infra has been appointed as the developer for the said Scheme by the 3 Societies, namely, Anna Nagar Society, Kasam Nagar Society and Vitthal Rakhumai Society; and
  - (III) There is no privity of contract between L & T and Shiv Infra.
- (i) The Interim Application No.1503 of 2021 is currently pending and no orders have been passed therein.
- (j) CCL No.30243 of 2021 in Commercial Suit has been filed by K.S. Chamankar against L & T and Prime Builders. We have not been furnished with a copy of this matter and we are therefore unable to comment on the same.
- (k) CCL No.20757 of 2021 in Commercial Suit has been filed by Prime Builders against L&T and others. We have not been furnished with a copy of this matter and we are therefore unable to comment on the same.

- (l) Interim Application (L) No.28938 of 2022 is filed in the Commercial Suit by L & T against K.S. Chamankar and others inter-alia for directions to MCGM to carry out a detailed survey of the works completed in the scheme till date and until such survey is completed, to restrain Shiv Infra from undertaking any works. No orders are passed in this Application.
- (m) For the same reasons mentioned at paragraph 5(i)(c) above, the claims of L&T do not appear to be tenable. It may be noted that the Bombay High Court has in its Order dated 27<sup>th</sup> March 2018 come to a finding that the agreements executed by L&T were not validly entered into.
- (iv) Writ Petition (Lodging) No.2315 of 2022 filed by Shailesh Yashwant Salunke and others against State of Maharashtra, Shiv Infra and others

The captioned Petition is filed by Shailesh Yashwant Salunke and others against the State of Maharashtra, Shiv Infra and others for primary reliefs of payment of transit rent at par with other eligible slum dwellers. By an Order dated 27<sup>th</sup> April, 2022, Shiv Infra's submission that it was ready and willing to pay the petitioners' transit rent at par with the other eligible slum dwellers was recorded. The captioned Petition is pending. In any event, the Petition does not affect the title of Shiv Infra to develop the SRS on the said Land.

- (v) Writ Petition (L) No.4912 of 2022 filed by David Micheal & Ors. against the SRA, Shiv Infra & Ors.

The captioned Petition has been filed to cancel the appointment of Shiv Infra as developer of the Vitthal Rakhumai Society and to de-club the scheme of Vitthal Rakhumai Society on the Scheme 2 Land from the scheme of Anna Nagar Society and Kasam Nagar Society on the Scheme 1 Land. It is alleged in this Petition that (a) SRA allegedly did not scrutinise the financial capability and other parameters required to be analysed while appointing Shiv Infra as developer, (b) Shiv Infra allegedly does not have consents from 70% of the slum dwellers, and, (c) work of development is allegedly not taking place. The petitioners have also prayed that the High Power Committee, Anti-Corruption Bureau hear the Complaint No.39 of 2021 filed by them within a time bound period. The petitioners have also prayed for action against Shiv Infra and the respondents no.6-15 (who are officers/ex-officers of the SRA and 3 directors of Shiv Infra). No orders have been passed in this matter till date. No orders have been passed in this matter till date. For the same reasons mentioned at paragraph 5(i)(c) above, the claims in this Petition do not appear to be tenable.



**ANNEXURE B**  
**QUALIFICATIONS & ENCUMBRANCES TO TITLE**

1. Shiv Infra and PBPL are required to respectively comply with the terms and conditions of the Joint Development Agreement.
2. Shiv Infra and PBPL are required to respectively comply with the terms and conditions of the various approvals and permissions issued from time to time including as detailed in the Title Report.
3. Shiv Infra is required to comply with the terms and conditions of the development agreements executed with the Anna Nagar Society and Kasam Nagar Society and the irrevocable consents given by the slum dwellers on the said Land to Shiv Infra.
4. The final outcome and adjudication of the litigation proceedings listed at para 5 of Annexure A above.

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