

BSV/ **379** /2019

21st January, 2019

To,
M/s. Royal Realtors,
6th Floor,
Shah Trade Centre, Rani Sati Marg,
Malad East
Mumbai-400097

Dear Sirs,

Re: All that piece and parcel of land bearing CTS Nos. 712, 713, 714, 715, 716, 717/A, 717/B, 717/1 to 717/7, 717/13, 718, 719, 719/1 to 719/14, 720, 720/1, 720/2, 721, 721/1 to 721/6, 722, 723, 724 and 724/1 to 2 in aggregate admeasuring 12,745.70 square meters or thereabouts lying, being and situate at Malad (East), Mumbai, together with hutments/buildings/structures standing thereon as more particularly defined in the **Schedule** hereunder (hereinafter referred to as "**the said Property**").

The description and measurement of the said Property is as per the Letter of Intent dated 14th November, 2017. Further, we observe that, area of the said Property in the Letter of Intent is stated as 12,745.70 square meters which includes the Trust Property (defined herein below).

We have prepared this Report on Title in respect of the said Property at your request, to investigate the title of M/s. Royal Realtors (hereinafter referred to as the "**the Developer**") to the said Property, on the basis of (i) the Search Reports of Mr. Nilesh Vagal dated 15th December, 2017, 30th May, 2018 and 15th January, 2019 (ii) the documents of title furnished to us in relation to the said Property by the Developer, list whereof is provided in **Annexure "A"** hereto, and observe as under:

I. TITLE FLOW:

1. By and under the Kami Jasti Patrak issued by the Deputy Superintendent of Land Records, Mumbai Suburban, consolidation of revenue records was effected in village Malad and the lands comprised in Survey No. 277 / 1 were consolidated and new CTS Nos. 712, 713 and 718 forming a part of the said Property, in aggregate admeasuring 687.5 square meters were created.
2. By and under the Kami Jasti Patrak issued by the Deputy Superintendent of Land Records, Mumbai Suburban, consolidation of revenue records were effected in

mu

village Malad and the lands comprised in Survey No. 278 were consolidated and new CTS Nos. 714, 715, 716, 717, 717/1 to 12, 717/13, 719, 719/1 to 14, 720, 720/1 to 2, 721, 721/1 to 6, 722, 723, 724 and 724/1 to 2 forming a part of the said Property, in aggregate admeasuring approximately 12,302.6 square meters were created.

The Developer has informed us that CTS No. 717 was later sub-divided into CTS Nos. 717/A and 717/B /A and the same is reflected in the property register cards of CTS Nos. 717/A and 717/B.

We observe that, the Kami Jasti Patrak reflects the collective area of land bearing CTS Nos. 724/1 to 2 as 45.2 squares meters. However, the property register cards of CTS Nos. 724/1 and 724/2 and the Development Agreement dated 24th June, 2015 entered into between Mr. Popat Maruti Ghanwat and the Developer bearing Registration No. 6064 of 2015, collectively reflect the area of CTS Nos. 724/1 to 2 as 45.5 squares meters.

3. By and under a Slum Rehabilitation Authority (hereinafter referred to as the "SRA") Notification bearing No. SAA/Malad/23 dated 31st March, 1983 (hereinafter referred to as the "**1983 Notification**"), published in the Maharashtra Government Gazette on 21st April, 1983, the Deputy Collector (ENC) and Competent Authority, Borivali, in exercise of powers conferred under Section 4(1) of Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 (hereinafter referred to as the "**the said Act**"), on being satisfied that the lands bearing CTS Nos. 712, 713, 714, 715, 716, 717/1 to 717/7, 717/13, 718, 719/1 to 14, 720/1 to 720/2, 721/1 to 721/6, 722, 723 and 724/1 to 2 in aggregate admeasuring 12,980.4 square meters, is a source of danger to the health, safety or convenience of the public residing therein and its neighborhood by reason of being overcrowded and lacking in basic amenities, and has been rendered insanitary, squalid or otherwise, declared the said Property to be Slum Areas.

We observe that, the 1983 Notification reflects the area of land bearing CTS Nos. 719/1 to 719/14 as 1,378.5 square meters. However, (i) the Notification bearing No. SRA/Dy.Coll. /3C/JaiBhavaniAnandiYaishetPada/2016/395 dated 2nd March, 2016, issued by the SRA and (ii) the Notification bearing No. Bhusampa.2015/C.R.54/Zopani-2 dated 19th July, 2016, issued by Housing Department, Government of Maharashtra, reflects the area of land bearing CTS Nos. 719/1 to 719/14 as 1,388.5 square meters.

4. By and under a letter bearing no. DYC/ENC/MALAD-1/D-1/KAIVI-456//2017/OW 382 dated 24th March, 2017, read together with the supplementary letters all issued by the Deputy Collector (Encroachment), pertaining to the said Property, the Deputy Collector (Encroachment) has issued the Annexure II (hereinafter collectively referred to as the "**Annexure II**") in respect of the said Property, stating, *inter alia*, that
- i. the said Property is under private ownership and has slum structures standing thereon;
 - ii. that there are approximately 512 number of structures constructed on the said Property which are occupied by different slum dwellers; and

iii. and that 358 people are eligible hut holders on the said Property and all 358 eligible hut holders have consented to slum rehabilitation.

5. It appears that the occupants on the said Property have formed societies by the name of (i) Santoshi Mata SRA Co-operative Housing Society (hereinafter referred to as the "**Proposed Santoshi Mata Society**") (ii) Vaishet Pada Suvarn Nagari SRA Co-operative Housing Society (hereinafter referred to as the "**Proposed Vaishet Pada Society**") and (iii) Jay Bhavani Anandi Vaishet Pada SRA Co-operative Housing Society (hereinafter referred to as the "**Proposed Jay Bhavani Society**") (collectively referred to as "**the said Proposed Societies**")

We observe that, the said Proposed Societies are not registered co-operative housing societies. The Developer has filed (i) an application dated 14th December, 2017 for registration of the Proposed Santoshi Mata Society and (ii) an application dated 26th December, 2017 for registration of the Proposed Jay Bhavani Society

6. We have been informed by the Developer that, out of the total 512 slum dwellers, approximately 468 slum dwellers have entered into permanent alternant accommodation agreements/issued consent letters in favour of the Developer and approximately 400 slum dwellers have been vacated from the said Property. The balance approximately 112 slum dwellers are presently on the said Property.
7. By and under a Letter of Intent bearing No. SRA/ENG/2851/PN/PL/LOI dated 14th November, 2017 (hereinafter referred to as the "**LOI**") issued by the SRA in favour of the Developer and Mr. Suresh Gaikwad (Architect), pursuant to the Annexure II, SRA, *inter alia*, approved the Slum Rehabilitation Scheme with respect to the said Property, and approved the Developer as the developer and Mr. Suresh Gaikwad as the architect for carrying out development activities on the said Property. The LOI states, *inter alia*, the following:

No.	Particular	Area/Nos.
1.	FSI sanctioned for Project	3.00
2.	Sale BUA permissible	22,900.37
3.	No. of Slum Dwellers to be re-accommodated; Eligible: Rehab Residential- 267 Nos. Rehab Commercial- 14 Nos. Rehab R/C- 04 Nos. Provisional: Rehab Residential- 169 Nos. Rehab Commercial- 46 Nos. Rehab R/C- 11 Nos. Amenities- 15 Nos.	Total Eligible- 281 Total Provisional- 226

8. Santoshi Mata Society

- i. It appears that a portion of the said Property, being all that piece and parcel of land bearing CTS No. 717A, 717/1 to 7, 717/13 and 723 in aggregate admeasuring 4359.10 square meters (hereinafter referred to as

the “**Santoshi Mata Property**”), was occupied by numerous occupants, and they are in exclusive use, occupation and possession of the Santoshi Mata Property since 1st January, 1995.

- ii. By and under an undated and unregistered Consent Letter, several hut holders have consented to the Slum Rehabilitation Scheme in respect of the Santoshi Mata Property. Further, pursuant to the General Meeting of the Proposed Santoshi Mata Society held on 2nd March, 2014, 136 eligible hut holders have consented to appoint the Developer as the developer for the aforesaid Slum Rehabilitation Scheme in respect of the Santoshi Mata Property.
- iii. By and under an unregistered Development Agreement dated 5th April, 2014, executed between the Developer and Proposed Santoshi Mata Society through its Managing Committee along with all its tenants/occupiers / possessors / members / hut holders, the later granted unto the Developer the right to develop all that land bearing CTS Nos. 717A, 717/1 to 7, 723 and 725 admeasuring 4712.50 square meters, as per the provisions of Development Regulation, 1991 of Greater Mumbai (hereinafter referred to as the “**DCR 1991**”) and the said Act.
- iv. By and under an unregistered Irrevocable Power of Attorney dated 5th April, 2014, executed by members of the Proposed Santoshi Mata Society in favour of the Developer; through its partners (i) Mr. Himmat G. Kachhara; and (ii) Mr. Deven P. Shah, the members of the Proposed Santoshi Mata Society granted the Developer, through its partners (i) Mr. Himmat G. Kachhara; and (ii) Mr. Deven P. Shah, the right to execute and perform and/or cause to be done, executed and performed acts, deed, matters and things in respect of all that land bearing CTS Nos. 717A, 717/1 to 7, 723 and 725 admeasuring 4712.50 square meters, as more particularly provided therein. Further, the aforesaid Power of Attorney states that, F.E. Dinshaw Trust is the legal owner of the Santoshi Mata Property.
- v. By and under the SRA Notification bearing No. SRA/Dy.coll./Desk-6/T-S1/3C/Santoshi Mata Co-operative Housing Society/2015/1388 dated 9th October, 2015 (hereinafter referred to as “**Notification dated 9th October, 2015**”), issued by the Government of Maharashtra, the Santoshi Mata Property was notified and declared as Slum Rehabilitation Area under Section 3C (1) of the said Act, and thereby the Santoshi Mata Property was open to Scheme of Slum Rehabilitation as per Rule 33(10) of DCR 1991.
- vi. By and under the Notification bearing No. Bhusampa. 2015/C.R.34/Zopni -2 dated 26th October, 2015 (hereinafter referred to as the “**Notification dated 26th October, 2015**”), issued by the Housing Department, Government of Maharashtra, the Government of Maharashtra in exercise of the powers conferred under Section 14(1) read with Section 3D(c)(i)(A) of the said Act declared the acquisition of the Santoshi Mata Property by the Government of Maharashtra for implementation of the Slum Rehabilitation Scheme, after considering the report of the Chief Executive

Officer and the objections received in behalf for the acquisition of the Santoshi Mata Property.

- vii. By and under a notice bearing No. SRA/DC/land acquisition/C. No.112/2016/68 dated 7th March, 2017 (hereinafter referred to as "**Acquisition Notice dated 7th March**"), issued by the SRA to (i) Chief Promoter, Santoshi Mata Co-operative Housing Society Ltd.; (ii) F.E. Dinshaw Estate; (iii) National & Greenland Bank Ltd.; (iv) Smt. Chandrawati Mathuradas Bhavsar; (v) Smt. Lakhpatidevi Suryanarayan Pandey; (vi) Shri. Surendraprasad Suryanarayan Pandey; (vii) Shri. Ladkya Bhiva Valavi; and (viii) Smt. Rasikabai Janardan Mhatre and 8 others., the Santoshi Mata Property was noted as acquired by the State Government pursuant to the Notification dated 26th October, 2015 and a compensation of Rs. 73,22,220 /- was determined to that effect.
- viii. By and under an Award dated 20th April, 2018, bearing no. 30/20118/114 the Chief Executive Officer, SRA, inter alia, concluded, the determined amount of compensation of Rs. 73,22,220 /- to be paid to the F.E. Dinshaw Estate and others (hereinafter referred to as "**the said Compensation**").
- ix. However, F.E. Dinshaw Estate and others failed to collect the said Compensation from the SRA. Therefore, pursuant to Section 19 of the said Act, SRA filed a Misc. Application bearing no. 30 of 2018, wherein, by and under an Order dated 10th December, 2018, the Hon'ble City Civil Court, Dindoshi, directed the SRA to deposit the said Compensation with the Registrar (Civil) or her subordinate officer.
- x. By and under the LOI, D.S.L.R (SRA) verified the ownership of the Santoshi Mata Property, and inter alia stated that the SRA/ Proposed Santoshi Mata Society is the owner of the Santoshi Mata Property.

9. **Vaishet Pada Society**

- i. It appears that a portion of the said Property, being all that piece and parcel of land bearing CTS Nos. 714, 715, 716, 717/B, 720, 720/1 to 720/2, 721, 721/1 to 721/6, 722, 724 and 724/1 to 724/2 in aggregate admeasuring 6310.70 square meters (hereinafter referred to as the "**Vaishet Pada Property**"), was occupied by numerous occupants, and they are in exclusive use, occupation and possession of the Vaishet Pada Property since 1st January, 1995.
- ii. By and under a Deed of Indenture dated 14th December, 2005, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6064 of 2005, entered into between (i) Popat Maruti Ghanwat therein defined as the First Vendor, (ii) Kiron Krishnakumar Srivastava therein defined as the Second Vendor of the One Part and Shree Narayana Mandir Smaiti (hereinafter referred to as the "**the said Trust**"), through (a) Dr. K.K. Damodaran i.e. its President, (b) K.K. Ramakrishnan i.e. its Chairman and (c) N.S. Salimkumar i.e. its General Secretary therein defined as the Purchasers of the Other Part, Popat Maruti Ghanwat conveyed, sold and transferred a portion of the said Property bearing CTS

No. 724 (part) admeasuring 193.70 square meters (hereinafter referred to as the **"said Trust Property"**) to the said Trust for the consideration and on the terms and conditions mentioned therein.

- iii. By and under an undated and unregistered Consent Letter several hut holders have consented to the Slum Rehabilitation Scheme in respect to the land bearing CTS Nos. 712, 713, 714, 715, 716, 717/B, 718, 719, 719/1 to 14, 720, 720/1 to 2, 721, 721/1 to 6, 722, 724, 724/1 to 2 at village Malad. Further, pursuant to the General Meeting of the Proposed Vaishet Pada Society held on 6th July, 2014, the eligible hut holders have consented to appoint the Developer as the developer for the aforesaid Slum Rehabilitation Scheme.
- iv. By and under a Development Agreement dated 24th June, 2015 (hereinafter referred to as the **"Development Agreement dated 24th June, 2015"**) registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6064 of 2015, entered into between Mr. Popat Maruti Ghanwat therein defined as the Owner of the One Part and the Developer of the Other Part, Mr. Popat Maruti Ghanwat thereby granted, assigned and transferred unto the Developer the development rights with respect to the all that piece and parcel of land bearing CTS Nos. 714, 715, 716, 717/B, 720, 720/1 to 720/2, 721, 721/1 to 721/6, 722, 724 (part) and 724/1 to 724/2 in aggregate admeasuring 6116.30 square meters, and the Developer thereby accepted and acquired from Mr. Popat Maruti Ghanwat the development rights for the consideration and on the terms and conditions mentioned therein.

We observe that, the Second Schedule of the Development Agreement dated 24th June, 2015, reflects the total area of lands bearing CTS Nos. 714, 715, 716, 717/B, 720, 720/1 to 720/2, 721, 721/1 to 721/6, 722, 724 (part) and 724/1 to 724/2 as 6116.30 square meters. Further, (i) the First Schedule of the Development Agreement dated 24th June, 2015 and (ii) the property register cards, reflects the total area of lands bearing CTS Nos. 714, 715, 716, 717/B, 720, 720/1 to 720/2, 721, 721/1 to 721/6, 722, 724 and 724/1 to 724/2 as 6310.70 square meters, resulting in a difference of 194.4 square meters with respect to land bearing CTS. No. 724.

We further observe that, by and under the Development Agreement dated 24th June 2015, Mr. Popat Maruti Ghanwat also conveyed the development rights with respect to land bearing Survey No. 717/B to the Developer, however the CTS No. 717/B is not included in the plot certified in the LOI with respect to Vaishet Pada Society. However, all the CTS Nos. in the LOI forming part of the said Property belong to the Developer entirely.

- v. By and under a General Power of Attorney dated 26th June, 2015, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6065 of 2015, executed by Mr. Popat Maruti Ghanwat in favour of the Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah, Mr. Popat Maruti Ghanwat granted the Developer, through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr.

Deven P. Shah, the right to execute and perform and/or cause to be done, executed and performed acts, deed, matters and things with respect to the all that piece and parcel of land bearing CTS Nos. 714, 715, 716, 717/B, 720, 720/1 to 720/2, 721, 721/1 to 721/6, 722, 724 (part) and 724/1 to 724/2 in aggregate admeasuring 6116.30 square meters, as more particularly provided therein.

We observe that, the Schedule of the General Power of Attorney dated 26th June, 2015, reflects the total area of lands bearing CTS Nos. 714, 715, 716, 717/B, 720, 720/1 to 720/2, 721, 721/1 to 721/6, 722, 724 (part) and 724/1 to 724/2 as 6116.30 square meters. Further, (i) the First Schedule of the Development Agreement dated 24th June, 2015 and (ii) the property register cards, reflects the total area of lands bearing CTS Nos. 714, 715, 716, 717/B, 720, 720/1 to 720/2, 721, 721/1 to 721/6, 722, 724 and 724/1 to 724/2 as 6310.70 square meters, resulting in a difference of 194.4 square meters with respect to land bearing CTS. No. 724. However, the Development Agreement dated 24th June, 2015 mentions that Mr. Popat Maruti Ghanwat conveyed the land bearing CTS. No. 724 (part) and admeasuring 193.70 square meters to Shree Narayan Mandira Samiti Trust which was a part of Mr. Popat Maruti Ghanwat's property which admeasured 6310.70 square meters.

- vi. By and under an unregistered Development Agreement dated 15th July, 2014, executed between the Developer and Proposed Vaishet Pada Society through its Managing Committee along with all its tenants/ occupiers / possessors / members / hut holders, the later granted unto the Developer the right to develop the Vaishet Pada Property in pursuant to the General Meeting held on 6th July, 2014 with the Developer and members of Proposed Vaishet Pada Society, as per the provisions of DCR 1991 and the said Act.
- vii. By and under an unregistered Irrevocable Power of Attorney dated 15th July, 2014, executed by members of the Proposed Vaishet Pada Society in favour of Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah, the members of the Proposed Vaishet Pada Society granted the Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah, the right to execute and perform and/or cause to be done, executed and performed acts, deed, matters and things with respect to the Vaishet Pada Property, as more particularly provided therein. Further, the aforesaid Power of Attorney states that, Mr. Popat Maruti Ghanwat is the legal owner of the Vaishet Pada Property.
- viii. By and under the LOI, D.S.L.R (SRA) verified the ownership of the Vaishet Pada Property, and stated, *inter alia*, that Mr. Popat Maruti Ghanwat is the owner of the Vaishet Pada Property and development rights has been granted in favour of the Developer.
- ix. By and under a Development Agreement dated 31st March, 2018, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6157 of 2018, entered into between the said Trust therein defined as the owner of the One Part and the Developer therein and herein

defined as the developer of the Other Part, the said Trust thereby granted, assigned and transferred unto the Developer the development rights with respect to the Trust Property for the consideration and on the terms and conditions mentioned therein.

10. **Jay Bhavani Society**

- i. It appears that all that piece and parcel of land bearing CTS No. 712, 713, 718, 719 and 719/1 to 719/14 in aggregate admeasuring 2076 square meters (herein after referred to as the "**Jay Bhavani Property**"), was occupied by numerous occupants, and they are in exclusive use, occupation and possession of the Jay Bhavani Property since 1st January, 1995.
- ii. By and under an undated and unregistered Consent Letter, several hut holders have consented to the Slum Rehabilitation Scheme in respect of the Jay Bhavani Property. Further, pursuant to the General Meeting of the Proposed Jay Bhavani Society held on 13th July, 2014, 91 eligible hut holders have consented to appoint the Developer as the developer for the aforesaid Slum Rehabilitation Scheme.
- iii. By and under an unregistered Development Agreement dated 31st July, 2014, executed between the Developer and Proposed Jay Bhavani Society through its Managing Committee along with all its tenants/ occupiers / possessors / members / hut holders, the later granted unto the Developer the right to develop the Jay Bhavani Property in pursuant to the General Meeting held on 13th July, 2014 with the Developer and members of Proposed Jay Bhavani Anandi Society, as per the provisions of DCR 1991 and the said Act.
- iv. By and under an unregistered Irrevocable Power of Attorney dated 31st July, 2014, executed by members of the Proposed Jay Bhavani Society in favour of Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah, the members of the Proposed Jay Bhavani Society granted the Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah, the right to execute and perform and/or cause to be done, executed and performed acts, deed, matters and things in respect of the Jay Bhavani Property, as more particularly provided therein. Further, the aforesaid Power of Attorney inter alia states that, F.E. Dinshaw Trust is the legal owner of the Jay Bhavani Property.
- v. By and under the SRA Notification bearing No.SRA/Dy.coll./3C/Jayi Bhavani Anandi Yaishet Pada/2016/395 dated 29th February, 2016, issued by the Government of Maharashtra, the Jay Bhavani Property was notified and declared as Slum Rehabilitation Area under Section 3C (1) of the said Act, and thereby made the Jay Bhavani Property open to Scheme of Slum Rehabilitation as per DCR 1991.
- vi. By and under the Notification bearing No. Bhusampa.2015/C.R.54/Zopni-2 dated 19th July, 2016 (hereinafter referred to as the "**Notification dated 19th July, 2016**"), issued by the Housing Department, Government of Maharashtra, the Government of Maharashtra in exercise of the powers

conferred under Section 14(1) read with Section 3D(c)(i)(A) of the said Act declared the acquisition of the Jay Bhavani Property by the Government of Maharashtra for implementation of the Slum Rehabilitation Scheme, after considering the report of the Chief Executive Officer and the objections received in behalf for the acquisition of the Jay Bhavani Property.

- vii. By and under a notice bearing no. SRA/DC/land acquisition/C. No. 112/2016/250 dated 9th March, 2017, issued by the SRA to, *inter alia*, (i) Trustee, F.E. Dinshaw Estate and (ii) Smt. Anandibai Dhondu Gosawi, the Jay Bhavani Property was noted as acquired by the State Government pursuant to the Notification dated 19th July, 2016 and a compensation of Rs. 43,91,640 /- was determined to that effect.
- viii. By and under a notice bearing no. OW/20/8/24805 dated 20th December, 2018, issued by the SRA to, *inter alia*, (i) Trustee, National Grindlage Bank Ltd (ii) Trustee, F.E. Dinshaw Estate and (iii) Smt. Anandibai Dhondu Gosawi, the SRA, *inter alia* fixed the next date of hearing as 21st January 2019 towards payment of determined compensation.
- ix. By and under the LOI, D.S.L.R (SRA) verified the ownership of the Jay Bhavani Property, and *inter alia* stated that the SRA/Jay Bhavani Society is the owner of the Jay Bhavani Property.
- 11. By and under a Declaration dated 4th September, 2018, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under serial no. 13346 of 2018; Mr. Himmatlal G. Kachhara (partner of the Developer) gave and undertaking to the Chief Executive Officer, SRA, with respect to the development of the said Property as more particularly stated therein.
- 12. Declaration dated 25th October, 2018, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under registered under serial no. 15820 of 2018, (i) Mr. Himmatlal G. Kachhara and (ii) Deven P. Shah (partners of the Developer) gave and undertaking to the Chief Executive Officer, SRA, with respect to the development of the said Property as more particularly stated therein.
- 13. We observe that, all the CTS Nos. together with the measurements of the same mentioned herein above, forming a part of the said Property, overlap/differ in relevant documents with respect to the said Property and the Proposed Societies. However, all the CTS Nos. form a part of the said Property and the Developer has acquired the right to develop the said Property.

II. CONSTRUCTION PERMISSIONS

We are not in a position to give an opinion on the construction permissions as the same can be certified only by an Architect generally. However, we have provided hereunder, details of permissions in relation to the said Property hereof perused by us:

1. Intimation of Approval

pm

- i. By and under a letter dated 12th January, 2018 bearing reference no. SRA/ENG/PN/PVT/175/20160116/AP/A, issued by the Executive Engineers, SRA and addressed to the Developer, SRA granted its Intimation of Approval to the Developer for the construction of the rehabilitation building on the terms and conditions more particularly stated therein.
- ii. By and under a letter dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R/TEMPLE-01, issued by the Executive Engineers, SRA and addressed to the Developer, SRA granted its Intimation of Approval to the Developer on the terms and conditions more particularly stated therein.
- iii. By and under a letter dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R/TEMPLE-02, issued by the Executive Engineers, SRA and addressed to the Developer, SRA granted its Intimation of Approval to the Developer on the terms and conditions more particularly stated therein.
- iv. By and under a letter dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R/TEMPLE-03, issued by the Executive Engineers, SRA and addressed to the Developer, SRA granted its Intimation of Approval to the Developer on the terms and conditions more particularly stated therein.
- v. By and under a letter dated 23rd July, 2018 bearing reference no. SRA/ENG/PN/PVT/175/20160116/AP, issued by the Executive Engineer, SRA and addressed to the Developer, SRA granted its Intimation of Approval to the Developer for the construction of the sale building on the terms and conditions more particularly stated therein.

2. Commencement Certificates

- i. By and under a commencement certificate dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R, issued by the Executive Engineers, SRA and addressed to the Developer, SRA granted the commencement certificate to the Developer for the construction of the rehabilitation building for work up to plinth for part portion indicating A, B, C, D, E, F, G, H, I, J, K and L on the plan, on the terms and conditions more particularly stated therein.
- ii. By and under a commencement certificate dated 13th November, 2018 bearing reference no. PN/PVT/175/20160116/AP/R/SALE, issued by the Executive Engineers, SRA and addressed to the Developer, SRA granted the commencement certificate to the Developer for the construction of the sale building for work up to plinth for part portion indicating A, B, C, D on the plan, on the terms and conditions more particularly stated therein.

III. PROPERTY CARDS, 7/12 EXTRACTS AND MUTATION ENTRIES:

1. Property Cards:

It is to be noted that, if the property register card reflects the land type as 'C' the same stands for non-agricultural use and if the land type is reflected as 'C-1' or 'C (1)' the same stands for non-agricultural use of land for an unauthorised purpose.

i. For Santoshi Mata Society:

We observe that, the Property Cards of the lands forming a part of the Santoshi Mata Property have not yet been updated to show the holder as the Slum Rehabilitation Authority. The Developer has informed us that, pursuant to the finalization and acceptance of the award by the owners of the property, the property register cards will get updated to reflect the Slum Rehabilitation Authority as the holders of the land.

a) The Property Card of CTS No. 717/A of village Malad inter alia provides as follows:

- Area of the land is shown as 4,115.4 square meters.
- The land use is shown as agricultural.
- The name of F.E. Dinshaw Estate has been entered as the "holder".
- The name of Mr. Popat M. Ghanwat has been entered as the "holder" of 621.7 square meters.

b) The Property Card of CTS No. 717/B of village Malad inter alia provides as follows:

- Area of land is shown as 701.4 square meters
- The land use is shown as C.
- The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".

c) The Property Card of CTS No. 717/1 of village Malad inter alia provides as follows:

- Area of land is shown as 22.6 square meters
- The land use is shown as C (1).
- The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.

d) The Property Card of CTS No. 717/2 of village Malad inter alia provides as follows:

- Area of land is shown as 28.2 square meters

pm

- The land use is shown as C (1).
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- e) The Property Card of CTS No. 717/3 of village Malad inter alia provides as follows:
- Area of land is shown as 25.6 square meters
 - The land use is shown as s C (1).
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- f) The Property Card of CTS No. 717/4 of village Malad inter alia provides as follows:
- Area of land is shown as 19.2 square meters
 - The land use is shown as C-1.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- g) The Property Card of CTS No. 717/5 of village Malad inter alia provides as follows:
- Area of land is shown as 11.2 square meters
 - The land use is shown as C-1.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- h) The Property Card of CTS No. 717/6 of village Malad inter alia provides as follows:
- Area of land is shown as 6.1 square meters
 - The land use is shown as C-1.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- i) The Property Card of CTS No. 717/7 of village Malad inter alia provides as follows:
- Area of land is shown as 12.5 square meters
 - The land use is shown as C-1.

pm

- The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- j) The Property Card of CTS No. 717/13 of village Malad inter alia provides as follows:
- Area of land is shown as 6.2 square meters
 - The land use is shown as agricultural.
- k) The Property Card of CTS No. 723 of village Malad inter alia provides as follows:
- Area of land is shown as 356.7 square meters
 - The land use is shown as C-1.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.

ii. **For Vaishet Pada Society:**

- a) The Property Card of CTS No. 714 of village Malad inter alia provides as follows:
- Area of land is shown as 506.8 square meters
 - The land use is shown as agricultural.
- b) The Property Card of CTS No. 715 of village Malad inter alia provides as follows:
- Area of land is shown as 338.7 square meters
 - The land use is shown as C-1.
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- c) The Property Card of CTS No. 716 of village Malad inter alia provides as follows:
- Area of land is shown as 580.9 square meters
 - The land use is shown as C-1.
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- d) The Property Card of CTS No. 720 of village Malad inter alia provides as follows:

M

- Area of land is shown as 1,118.2 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- e) The Property Card of CTS No. 720/1 of village Malad inter alia provides as follows:
- Area of land is shown as 52.7 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- f) The Property Card of CTS No. 720/2 of village Malad inter alia provides as follows:
- Area of land is shown as 14.4 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- g) The Property Card of CTS No. 721 of village Malad inter alia provides as follows:
- Area of land is shown as 162.9 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- h) The Property Card of CTS No. 721/1 of village Malad inter alia provides as follows:
- Area of land is shown as 9.0 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- i) The Property Card of CTS No. 721/2 of village Malad inter alia provides as follows:
- Area of land is shown as 8.7 square meters

- The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the “holder”.
- j) The Property Card of CTS No. 721/3 of village Malad inter alia provides as follows:
- Area of land is shown as 24.9 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the “holder”.
- k) The Property Card of CTS No. 721/4 of village Malad inter alia provides as follows:
- Area of land is shown as 10.0 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the “holder”.
- l) The Property Card of CTS No. 721/5 of village Malad inter alia provides as follows:
- Area of land is shown as 12.4 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the “holder”.
- m) The Property Card of CTS No. 721/6 of village Malad inter alia provides as follows:
- Area of land is shown as 14.0 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the “holder”.
- n) The Property Card of CTS No. 722 of village Malad inter alia provides as follows:
- Area of land is shown as 1448.2 square meters
 - The land use is shown as agricultural.

- o) The Property Card of CTS No. 724 of village Malad inter alia provides as follows:
- Area of land is shown as 1262.0 square meters
 - The land use is shown as C (Farming).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- p) The Property Card of CTS No. 724/1 of village Malad inter alia provides as follows:
- Area of the land is shown as 24.4 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".
- q) The Property Card of CTS No. 724/2 of village Malad inter alia provides as follows:
- Area of the land is shown as 21.1 square meters
 - The land use is shown as C (1).
 - The name of Mr. Popat Maruti Ghanwat has been entered as the "holder".

iii. **For Jay Bhavani Society:**

We observe that, the property cards of the CTS Nos. under the Jay Bhavani Property have not yet been updated to show the holder as the Slum Rehabilitation Authority. The Developer has informed us that, pursuant to the finalization and acceptance of the award by the owners of the property, the property register cards will get updated to reflect the Slum Rehabilitation Authority as the holders of the land.

- a) The Property Card of CTS No. 712 of village Malad inter alia provides as follows:
- Area of land is shown as 171.6 square meters.
 - The land use is shown as agricultural.
- b) The Property Card of CTS No. 713 of village Malad inter alia provides as follows:
- Area of land is shown as 448.9 square meters.
 - The land use is shown as agricultural.

- c) The Property Card of CTS No. 718 of village Malad inter alia provides as follows:
- Area of land is shown as 67 square meters.
 - The land use is shown as agricultural.
- d) The Property Card of CTS No. 719 of village Malad inter alia provides as follows:
- Area of land is shown as 1187.7 square meters.
 - The land use is shown as C.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- e) The Property Card of CTS No. 719/1 of village Malad inter alia provides as follows:
- Area of land is shown as 15.0 square meters
 - The land use is shown as C.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- f) The Property Card of CTS No. 719/2 of village Malad inter alia provides as follows:
- Area of land is shown as 11.2 square meters
 - The land use is shown as C.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- g) The Property Card of CTS No. 719/3 of village Malad inter alia provides as follows:
- Area of land is shown as 12.5 square meters
 - The land use is shown as C.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- h) The Property Card of CTS No. 719/4 of village Malad inter alia provides as follows:
- Area of land is shown as 21.2 square meters

pm

- The land use is shown as C.
 - The name of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- i) The Property Card of CTS No. 719/5 of village Malad inter alia provides as follows:
- Area of land is shown as 10.0 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust been entered as the original holders
- j) The Property Card of CTS No. 719/6 of village Malad inter alia provides as follows:
- Area of land is shown as 31.5 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- k) The Property Card of CTS No. 719/7 of village Malad inter alia provides as follows:
- Area of land is shown as 10.0 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- l) The Property Card of CTS No. 719/8 of village Malad inter alia provides as follows:
- Area of land is shown as 12.5 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- m) The Property Card of CTS No. 719/9 of village Malad inter alia provides as follows:
- Area of land shown as 15.1 square meters
 - The land use is shown as C.

- The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- n) The Property Card of CTS No. 719/10 of village Malad inter alia provides as follows:
- Area of land is shown as 13.1 square meters
 - The land use is shown as C (1).
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- o) The Property Card of CTS No. 719/11 of village Malad inter alia provides as follows:
- Area of land is shown as 13.1 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- p) The Property Card of CTS No. 719/12 of village Malad inter alia provides as follows:
- Area of land is shown as 13.7 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- q) The Property Card of CTS No. 719/13 of village Malad inter alia provides as follows:
- Area of land is shown as 11.9 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.
- r) The Property Card of CTS No. 719/14 of village Malad inter alia provides as follows:
- Area of land is shown as 10.0 square meters
 - The land use is shown as C.
 - The names of National Grindlage Bank Ltd. and F.E. Dinshaw Trust have been entered as the original holders.

2. 7/12 Extracts:

- i. The 7/12 extracts in relation to land bearing Survey No. 277/1, now CTS Nos. 712, 713 and 718 forming a part of the said Property inter alia provide as follows:
 - a) The 7/12 extract updated as on 28th August, 2015 in relation to land bearing Survey No. 277/1 as provided to us bears the name of F.E. Dinshaw Trust as the owner of land bearing Survey No. 277/1 of village Malad by and under Mutation No. 1620.
- ii. The 7/12 extracts in relation to land bearing Survey No. 278, now CTS Nos. 714, 715, 716, 717, 717/1 to 7, 717/13, 719, 719/1 to 14, 720, 720/1 to 2, 721, 721/1 to 6, 722, 723, 724 and 724/1 to 2 forming a part of the said Property inter alia provide as follows:
 - a) The 7/12 extract updated as on 10th April, 2015 in relation to land bearing Survey No. 278 as provided to us bears the name of Mr. Popat Maruti Ghanwat as the owner of land bearing Survey No. 278 of village Malad by and under Mutation No. 2201.
 - b) The 7/12 extract updated as on 10th April, 2015 in relation to land bearing Survey No. 278/1/1 as provided to us bears the name of Mr. Popat Maruti Ghanwat as the owner of land bearing Survey No. 278/1/1 of village Malad by and under Mutation No. 2201.
 - c) The 7/12 extract updated as on 28th August, 2015 in relation to land bearing Survey No. 278/1 as provided to us bears the name of F.E. Dinshaw Trust as the owner of land bearing Survey No. 278/1 of village Malad by and under Mutation No. 921, 1157 and 2201.

IV. D.P. REMARKS:

1. By and under a letter issued by the Municipal Corporation of Greater Mumbai (herein after referred to as "M.C.G.M."), dated 25th July, 2014, bearing No. CHE/209/DPWS/P/N addressed to Mr. Sanjay Shankar Panchal, regarding D.P. remarks in respect of the land bearing CTS Nos. 712, 713, 714, 715, 716, 717/A, 717/B, 718, 719, 720, 721, 722, 723 and 724 of village Malad the following was inter alia observed:
 - (i) The land is not reserved or designated for any public use.
 - (ii) The land abut to the land under reference is reserved for Municipal Primary School and Play Ground.
2. By and under a letter issued by M.C.G.M. dated 14th June, 2017, bearing No. CHE/677/DP.Rev. addressed to Mr. Anant Damodar Shinde, regarding D.P. remarks in respect of the land bearing CTS Nos. 712, 713, 714, 715, 716, 717/A, 717/B, 718, 719, 720, 721, 722, 723, 724 and 725 of village Malad the following was inter alia observed:
 - (i) The land is not reserved or designated for any public use.

- (ii) The land is situated in Residential Zone (R).
- (iii) It is affected by the widening of (i) the existing road; (ii) the proposed road to 13.40 meters and (iii) the proposed existing road to 18.30 meters.
- (iv) As regards to CRZ, Heritage and precincts, ASI buffers, Estate properties and Layouts, Jail buffers, forests, mangroves, caves buffers, defend buffers etc., SRDP 1991 remarks must be obtained prior to commencing any development.

V. SEARCH REPORT:

We have received the search reports of Mr. Nilesh Vagal dated 15th December, 2017, 30th May, 2018 and 15th January, 2019 and there are no additional documents reflected in the same.

VI. PUBLIC NOTICE:

We have issued a Public Notice dated 2nd January, 2018, with respect to the title of M/s. Royal Realtors (to the said Property in (i) the Times of India (English) and (ii) Maharashtra Times (Marathi) on 2nd January, 2018, calling upon any claims to be raised within a period of 14 days from the date of issue of the public notice. We have not received any objections with respect to the same till date.

VII. LITIGATION:

The details of the litigation in respect of the said Property are provided in Annexure "B" hereto.

VIII. CONCLUSION:

Subject to the aforesaid, in our opinion, M/s. Royal Realtors are well and sufficiently entitled to develop the said Property and construct building/s thereon and sell the free sale units/shops/offices/flats therein.

It may be noted that:

- (a) Our report is based on the documents and information obtained from the Developer and from the search reports;
- (b) The following has been assumed by us:
 - (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
 - (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (c) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the

of the Property and the structures/ buildings thereon fall within the scope of an architect review and we express no views about the same;

- (d) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid to us in that behalf.

THE SCHEDULE HEREINABOVE REFERRED TO:

(the said Property)

All that piece and parcel of land bearing C.T.S Nos. 712, 713, 714, 715, 716, 717/A, 717/B, 717/1 to 717/13, 718, 719, 719/1 to 719/14, 720, 720/1, 720/2, 721, 721/1 to 721/6, 722, 723, 724, and 724/1 to 724/2 in aggregate admeasuring 12,745.7 square meters (as per the Letter of Intent dated 14th November, 2017) or thereabouts lying, being and situated at Malad (East), Mumbai, together with hutments/buildings/structures standing thereon and bounded as under:

East:	By boundary of village Kurar
West:	By Existing Road
North:	By boundary of village Kurar
South:	By CTS. Nos. 725, 726, 727 & 728

Yours faithfully,

Kanga and Company,

B. Vaidya
Partner

ANNEXURE "A"

List of copies of documents perused.

1. Kami Jasti Patrak issued by the Deputy Superintendent of Land Records, Mumbai Suburban, whereby, consolidation of revenue records was effected in village Malad and the lands comprised in Survey No. 277 / 1 were consolidated and new CTS Nos. 712, 713 and 718 forming a part of the said Property, in aggregate admeasuring 687.5 square meters were created.
2. Kami Jasti Patrak issued by the Deputy Superintendent of Land Records, Mumbai Suburban, whereby, consolidation of revenue records were effected in village Malad and the lands comprised in Survey No. 278 were consolidated and new CTS Nos. 714, 715, 716, 717, 717/1 to 12, 717/13, 719, 719/1 to 14, 720, 720/1 to 2, 721, 721/1 to 6, 722, 723, 724 and 724/1 to 2 forming a part of the said Property, in aggregate admeasuring approximately 12,302.6 square meters were created.
3. A Slum Rehabilitation Authority (hereinafter referred to as the "SRA") Notification bearing No. SAA/Malad/23 dated 31st March, 1983 A letter bearing no. DC/ER/Malad-1/D-1/OD-456/2017/O.No. 666 dated 18th May, 2015, issued by the Deputy Collector (Encroachment).
4. An application dated 14th December, 2017 for registration of the Proposed Santoshi Mata Society.
5. An application dated 26th December, 2017 for registration of the Proposed Jay Bhavani Society
6. A Letter of Intent bearing No. SRA/ENG/2851/PN/PL/LOI dated 14th November, 2017.
7. An undated and unregistered Consent Letter, several hut holders have consented to the Slum Rehabilitation Scheme in respect of the Santoshi Mata Property.
8. An unregistered Development Agreement dated 5th April, 2014, executed between the M/s. Royal Realtors ("the Developer") and Proposed Santoshi Mata Society through its Managing Committee along with all its tenants/ occupiers / possessors / members / hut holders.
9. An unregistered Irrevocable Power of Attorney dated 5th April, 2014, executed by members of the Proposed Santoshi Mata Society in favour of the Developer; through its partners (i) Mr. Himmat G. Kachhara; and (ii) Mr. Deven P. Shah.
10. The SRA Notification bearing No.SRA/Dy.coll./Desk-6/T-S1/3C/Santoshi Mata Co-operative Housing Society/2015/1388 dated 9th October, 2015, issued by the Government of Maharashtra.
11. The Notification bearing No. Bhusampa.2015/C.R.34/Zopni-2 dated 26th October, 2015 issued by the Housing Department, Government of Maharashtra.

ym

12. A notice bearing No. SRA/DC/land acquisition/C. No.112/2016/68 dated 7th March, 2017, issued by the SRA to (i) Chief Promoter, Santoshi Mata Co-operative Housing Society Ltd.; (ii) F.E. Dinshaw Estate; (iii) National & Greenland Bank Ltd.; (iv) Smt. Chandrawati Mathuradas Bhavsar; (v) Smt. Lakhpatidevi Suryanarayan Pandey; (vi) Shri. Surendraprasad Suryanarayan Pandey; (vii) Shri. Ladkya Bhiva Valavi; and (viii) Smt. Rasikabai Janardan Mhatre and 8 others.
13. A Deed of Indenture dated 14th December, 2005, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6064 of 2005, entered into between (i) Popat Maruti Ghanwat therein defined as the First Vendor, (ii) Kiron Krishnakumar Srivastava therein defined as the Second Vendor of the One Part and Shree Narayana Mandir Samiti through (a) Dr. K.K. Damodaran i.e. its President, (b) K.K. Ramakrishnan i.e. its Chairman and (c) N.S. Salimkumar i.e. its General Secretary therein defined as the Purchasers of the Other Part.
14. An undated and unregistered Consent Letter, several hut holders have consented to the Slum Rehabilitation Scheme in respect to the land bearing CTS Nos. 712, 713, 714, 715, 716, 717/B, 718, 719, 719/1 to 14, 720, 720/1 to 2, 721, 721/1 to 6, 722, 724, 724/1 to 2 at village Malad.
15. A Development Agreement dated 24th June, 2015 registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6064 of 2015, entered into between Mr. Popat Maruti Ghanwat therein defined as the Owner of the One Part and the Developer of the Other Part.
16. A General Power of Attorney dated 26th June, 2015, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6065 of 2015, executed by Mr. Popat Maruti Ghanwat in favour of the Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah.
17. An unregistered Development Agreement dated 15th July, 2014, executed between the Developer and Proposed Vaishet Pada Society through its Managing Committee along with all its tenants/ occupiers / possessors / members / hut holders.
18. An unregistered Irrevocable Power of Attorney dated 15th July, 2014, executed by members of the Proposed Vaishet Pada Society in favour of Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah.
19. A Development Agreement dated 31st March, 2018, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under Serial No. 6157 of 2018, entered into between the said Trust therein defined as the owner of the One Part and the Developer therein and herein defined as the developer of the Other Part.
20. An undated and unregistered Consent Letter, several hut holders have consented to the Slum Rehabilitation Scheme in respect of the Jay Bhavani Property.
21. An unregistered Development Agreement dated 31st July, 2014, executed between the Developer and Proposed Jay Bhavani Society through its Managing Committee along with all its tenants/ occupiers / possessors / members / hut holders.

mw

22. An unregistered Irrevocable Power of Attorney dated 31st July, 2014, executed by members of the Proposed Jay Bhavani Society in favour of Developer; through its partners (i) Mr. Himmat G. Kachhara and (ii) Mr. Deven P. Shah.
23. The SRA Notification bearing No.SRA/Dy.coll./3C/Jayi Bhavani Anandi Yaishet Pada/2016/395 dated 29th February, 2016, issued by the Government of Maharashtra.
24. The Notification bearing No. Bhusampa.2015/C.R.54/Zopni-2 dated 19th July, 2016, issued by the Housing Department, Government of Maharashtra, the Government of Maharashtra.
25. A notice bearing no. SRA/DC/land acquisition/C. No.112/2016/250 dated 9th March, 2017, issued by the SRA to (i) Chief Promoter, Santoshi Mata Co-operative Housing Society Ltd.; (ii) F.E. Dinshaw Estate and (iii) Smt. Anandibai Dhondur Gosawi.
26. A notice dated 20th December, 2018, issued by the SRA to, *inter alia*, (i) Trustee, National Grindlage Bank Ltd (ii) Trustee, F.E. Dinshaw Estate and (iii) Smt. Anandibai Dhondur Gosawi.
27. Award dated 20th April, 2018, the Chief Executive Officer, SRA,
28. Order dated 10th December, 2018, the Hon'ble City Civil Court, Dindoshi in Misc. Application bearing no. 30 of 2018.
29. A Declaration dated 4th September, 2018, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under serial no. 13346 of 2018 whereby, Mr. Himmatlal G. Kachhara (partner of the Developer) gave an undertaking to the Chief Executive Officer, SRA.
30. Declaration dated 25th October, 2018, registered in the office of Sub Registrar of Assurance, Mumbai Suburban under registered under serial no. 15820 of 2018, whereby (i) Mr. Himmatlal G. Kachhara and (ii) Deven P. Shah (partners of the Developer) gave an undertaking to the Chief Executive Officer, SRA, with respect to the development of the said Property as more particularly stated therein.
31. A letter dated 2nd January, 2018 bearing reference no. SRA/ENG/PN/PVT/175/20160116/AP/A, issued by the Executive Engineers, SRA and addressed to the Developer.
32. A letter dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R/TEMPLE-01, issued by the Executive Engineers, SRA and addressed to the Developer.
33. A letter dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R/TEMPLE-02, issued by the Executive Engineers, SRA and addressed to the Developer.
34. A letter dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R/TEMPLE-03, issued by the Executive Engineers, SRA and addressed to the Developer.

35. A letter dated 23rd July, 2018 bearing reference no. SRA/ENG/PN/PVT/175/20160116/AP, issued by the Executive Engineer, SRA and addressed to the Developer,
36. Commencement certificate dated 9th April, 2018 bearing reference no. SRA/ENG/PVT/175/20160116/AP/R, issued by the Executive Engineers, SRA and addressed to the Developer.
37. A commencement certificate dated 13th November, 2018 bearing reference no. PN/PVT/175/20160116/AP/R/SALE, issued by the Executive Engineers, SRA and addressed to the Developer
38. Property Cards CTS Nos. 717/A, 717/B, 717/1, 717/2, 717/3, 717/4, 717/5, 717/6, 717/7, 717/13, 723, 714, 715, 716, 720, 720/1, 720/2, 721, 721/1, 721/2, 721/3, 731/4, 720/5, 721/6, 722, 724, 724/1, 724/1, 712, 713, 718, 719, 719/1, 719/2, 719/3, 719/4, 719/5, 719/6, 719/7, 719/8, 719/9, 719/10, 719/11, 719/12, 719/13, 719/14
39. The 7/12 extract updated as on 28th August, 2015 in relation to land bearing Survey No. 277/1 of village Malad and Mutation No. 1620.
40. The 7/12 extract updated as on 10th April, 2015 in relation to land bearing Survey No. 278 of village Malad and Mutation No. 2201.
41. The 7/12 extract updated as on 10th April, 2015 in relation to land bearing Survey No. 278/1/1 and Mutation No. 2201.
42. The 7/12 extract updated as on 28th August, 2015 in relation to land bearing Survey No. 278/1 of village Malad and Mutation No. 921,1157 and 2201.
43. A letter issued by M.C.G.M. dated 25th July, 2014, bearing No. CHE/209/DPWS/P/N addressed to Mr. Sanjay Shankar Panchal, regarding D.P. remarks in respect of the land bearing CTS Nos. 712, 713, 714, 715, 716, 717/A, 717/B, 718, 719, 720, 721, 722, 723 and 724 of village Malad.
44. A letter issued by Municipal Corporation of Greater Mumbai dated 14th June, 2017, bearing No. CHE/677/DP.Rev. addressed to Mr. Anant Damodar Shinde, regarding D.P. remarks in respect of the land bearing CTS Nos. 712, 713, 714, 715, 716, 717/A, 717/B, 718, 719, 720, 721, 722, 723, 724 and 725 of village Malad.

mn

ANNEXURE "B"

(Pending Litigations)

1. Suit No. 4062 of 1971 in the Bombay City Civil Court:

The details of the Suit No. 4062 of 1971 ("Suit No. 4062 of 1971") before the Bombay City Civil Court are as follows:

• **Parties:**

1. Plaintiffs –

- a. Bachoobai Woronzow Deshkow
- b. Mr. Musli N. Wadia
- c. Mrs. Maureen N. Wadia
- d. Mr. Hudrali Subbana Srinivas
- e. Mr. Rajesh Batra and (the trustees of F.E. Dinshaw Trust)
- f. Mr. Nusli N. Wadia (the administrator of the estate of late Mr. F.E. Dinshaw)

2. Defendant –

- a. Mithailal Raghunandan Pasi

• **Proceedings in the Suit:**

- a. The Plaintiffs have filed Suit No. 4062 of 1971 against the Defendant, inter alia claiming for mandatory injunction against the Defendant since he has no right, title or interest in Santoshi Mata Property and is encroaching on the Santoshi Mata Property.
- b. The parties to the Suit No. 4062 of 1971 entered into consent terms on 28th August, 1990, wherein the Plaintiffs inter alia accepted the title of late Mithailal Raghunandan Pasi and recognized late Mithailal Raghunandan Pasi as the owner of Santoshi Mata Property on a voluntary payment which was ex-gratia and not as consideration for the same. In pursuance thereof, a consent decree was passed by the Court on 11th September, 1990 (hereinafter referred to as "**the Consent Decree**").
- c. Further, the aforesaid consent terms were ordered to be registered at the Sub-Registrar's office at Mithailal Raghunandan Pasi's own costs including the cost of stamp duty and other charges.
- d. The apparent heirs of Mithailal Raghunandan Pasi i.e. Devkinandan Mithailal Pasi and others being the applicants filed Chamber Summons No. 183 of 2015 in the Suit No. 4062 of 1971

and inter alia prayed to issue directions to have the consent decree registered. The applicants contended that the consent decree was referred to the Collector of Stamps and the stamp duty along with penalty was paid on 3rd December, 2014.

- e. Therefore, by and under an order of the Bombay City Civil Court dated 12th March, 2015, it was held that, under section 23 of the Registration Act, a decree or order can be presented to the Registrar of Assurances for registration only four months from the date of the decree and since the applicants had approached the Registrar of Assurances for the first time only on 24th December, 2014, the refusal to register the decree was held valid and the application of the applicants therein was rejected.

2. **Appeal No. 24 of 2003 before the Maharashtra Slum Areas (I.C. & R) Tribunal:**

The details of the Appeal No. 24 of 2003 ("Appeal No. 24 of 2003") before the Maharashtra Slum Areas (I.C. & R.) Tribunal ("Slum Tribunal") are as follows:

• **Parties:**

1. Appellants –

- a. Indraje Mithailal Pasi
- b. Pannalal Mithailal Pasi
- c. Devakinandan Mithailal Pasi
- d. Lal Bahadur Mithailal Pasi

2. Respondent –

- a. The Deputy Collector (ENC) and the Competent Authority

• **Proceedings in the Appeal:**

- a. The appellants therein have filed Appeal No. 24 of 2003 against the Deputy Collector (ENC) and the Competent Authority, inter alia challenging the 1983 Notification with respect to Santoshi Mata Property on the ground that their predecessor-in title late Mithailal Raghunandan Pasi has purchased the Santoshi Mata Property from F.E. Dinshaw Trust in pursuance of a consent decree and therefore, the appellants being the legal heirs of Mithailal Pasi and the absolute owners of Santoshi Mata Property were entitled to show cause notice before issuing the 1983 Notification.
- b. Further, the Deputy Collector (ENC) and the Competent Authority, in Appeal No. 24 of 2003 inter alia contended that notice was given to all concerned parties and the 1983 Notification was issued

m

after inspection and finding that the lands underlying Santoshi Mata Property didn't have basic amenities.

- c. At the further outset, by and under an order dated 27th November, 2003, the Slum Tribunal, through its President i.e. P. Menkudale, inter alia stated that since (i) the preliminary notice issued before the declaration of the 1983 Notification was not concerning the properties in respect of which the 1983 Notification has been issued and (ii) the N.A. Assessment order dated 4th August, 1979 is proof that the appellants therein and late Mithailal Raghunandan Pasi had been in residential use of Santoshi Mata Property, the 1983 Notification was set aside.

3. **Appeal No. 31 of 2015 before the Slum Tribunal:**

The details of the Appeal No. 31 of 2015 ("**Appeal No. 3 of 2015**") before the Slum Tribunal are as follows:

• **Parties:**

1. Appellants --
 - a. F.E. Dinshaw Charities
 - b. Mr. Nusli Neville Wadia
2. Respondents--
 - a. Chief Executive Officer of SRA
 - b. Deputy Collector (ENC/Rem)
 - c. Chief Promoter, Santoshi Mata Society

• **Proceedings in the Appeal:**

- a. The Appellants have filed Appeal No. 3 of 2015 dated 4th December, 2015 against the Respondents inter alia claiming for a preferential right to re-develop a part of the Santoshi Mata Property bearing CTS Nos. 717/1 to 3 and 723 of village Malad (East). under the Slum Rehabilitation Scheme under Section 12 (1) of the said Act and Section 33 (9) and (10) of the DCR 1991 and hence, for an order of the Slum Tribunal inter alia setting aside the Notification dated 26th October, 2015.
- b. Correspondence on various dates were exchanged between the Appellants and the Respondents for developments rights of the Santoshi Mata Property wherein Santoshi Mata Society continuously re-iterated that they would re-develop the Santoshi Mata Property by themselves under the SRA Scheme.

mw/

- c. An affidavit-in-reply was filed by Upendramani Shardaprasad Pandey being the Chief Promoter of Santoshi Mata Society which inter alia, stated that the Notification dated 26th October, 2015 referred to in Appeal No. 3 of 2015 had already been issued under section 14 of the said Act and that the scheme of re-development had already been approved. Further, it stated that if the Appeal No. 3 of 2015 is allowed, it would cause irreparable loss and injury to 161 people who would be compelled to live a miserable life.
- d. According to the Roznama for Appeal No. 3 of 2015, at the hearing dated 26th December, 2017, Advocates R.P. Oza and Kishore Hajare were present on behalf of the Respondent No. 3 along with (i) Upendramani Pandey, the Chief Promoter of Santoshi Mata Society and (ii) J.D. Singh, the Deputy Promoter of Society. Trustees of F.E. Dinshaw Trust were present at the hearing to inform that, their counsel would be present later and will be late. Further, from the Roznama, it is evident that the advocates for F.E. Dinshaw Trust regularly remain absent and because of them, hearing is always adjourned and delayed. Therefore, on 26th December, 2017, since the advocate for F.E. Dinshaw Trust was not present, no opportunity was given and the case was ordered to be closed ex-parte.

- **Present status**

The appellant has taken out application for bringing legal heirs of deceased trustee on record and accordingly the matter is kept for reply to the application on 30th January 2019.

4. **Appeal No. 6 of 2017 before the Slum Tribunal:**

The details of the Appeal No. 6 of 2017 ("Appeal No.6 of 2017") before the Slum Tribunal are as follows:

- **Parties:**

1. Appellants –
 - a. Devkinandan Pasi
 - b. Lalbahadur Pasi
2. Respondents –
 - a. The Slum Rehabilitation Authority
 - b. The Chief Executive Officer
 - c. The Deputy Collector and Competent
 - d. Santoshi Mata (SRA) Co-operative Housing

• **Proceedings in the Suit:**

- a. The aforesaid appellants have filed the Appeal No.6 of 2017 under Section 3C (2) of the said Act, challenging the Notification dated 26th October, 2015 and the Notification dated 9th October, 2015. The appellants have inter alia contended that, the appellants are the owners of and are in possession of Santoshi Mata Property in pursuance of a consent decree dated 11th September, 1990 registered with the Sub- Registrar of Assurances under Registration No. 1967 of 2015, whereby the father of the appellants late Mithailal Pasi had acquired the Santoshi Mata Property from F.E. Dinshaw Trust and Bachoobai W. Daschakow. Further, the appellants inter alia contended that, since the Notification dated 9th October, 2015 with respect to Santoshi Mata Property, has been passed by SRA without giving any notice to the appellants, the same is perverse, arbitrary, mala fide and indicates non-application of mind.
- b. Further, in the Appeal No. 6 of 2017, the appellants have filed (i) an application for condonation of delay dated 22nd February, 2017 and (i) an application dated 22nd February, 2017, for an interim stay of the Notification dated 9th October, 2015 (“**Stay Application**”).
- c. An affidavit in the reply has been filed in March, 2017, on behalf of Santoshi Mata Society, through Mr. Upendramani Shardaprasad Pandey being the Chief Promoter of Santoshi Mata Society, in the Stay Application, whereby Santoshi Mata Society inter alia contended (i) that, the appellants therein have filed the Appeal No. 6 of 2017 only with an mala fide intention to extort money from the Developer since the Developer have been appointed by Santoshi Mata Society to develop / redevelop the Santoshi Mata Property, (ii) that, the Appeal No. 6 of 2017 is time barred, not maintainable and therefore liable to be dismissed (iii) that, the appellants therein have time and again failed to establish their ownership over the Santoshi Mata Property and hence have no right, title or interest thereof and (iv) that, if the Stay Application is granted in the Appeal No. 6 of 2017 it would result in irreparable harm and injury to almost 161 people residing in such slum areas.
- d. At the further outset, by and under an order of the Slum Tribunal dated 18th March, 2017, in the Appeal No. 6 of 2017, the Slum Tribunal rejected the Stay Application on the ground that in pursuance of Acquisition Notice dated 7th March, the appellants therein have no right to challenge the Notification dated 9th October, 2015. Further, the Slum Tribunal inter alia stated that, (i) the appellants therein have failed to establish a prima facie case in their favour, (ii) the appellants therein are neither the owner nor the lessee of the Santoshi Mata Property, and (iv) the Slum Rehabilitation Scheme under Section 4 of the said Act is for the benefit of the slum dwellers and hence, not liable to be cancelled.

- e. However, the appeal was withdrawn by appellant and hence the appeal was disposed-off.

5. Small Causes Suit No. 1153 of 2017 in the Bombay City Civil Court, Dindoshi:

The details of the Small Causes Suit No. 1153 of 2017 (“Suit No. 1153 of 2017”) before the Bombay City Civil Court are as follows:

• **Parties:**

1. Plaintiffs –
 - a. Pannalal Mithailal Pasi
 - b. Devkinandan Mithailal Pasi
 - c. Lalbahadur Mithailal Pasi
2. Defendants –
 - a. M/s. F.E. Dinshaw Trust
 - b. Nusli N. Wadia
 - c. F.E. Dinshaw Charities
 - d. Nasli N. Wadia
 - e. Maureen N. Wadia
 - f. Hudrali Subbana Srinivas
 - g. Rajesh Batra

• **Proceedings in the Suit No. 1153 of 2017:**

- a. The Plaintiffs mentioned herein have filed Suit No. 1153 of 2017 against the Defendants, for an order of the Bombay City Civil Court, directing the Defendants to execute a Conveyance Deed in favour of the Plaintiffs since The Plaintiffs’ predecessor had full right, title and interest in the Santoshi Mata Property in pursuance of the Consent Decree and letter dated 17th December, 1987 issued by F.E. Dinshaw Trust to the Plaintiffs’ predecessor.
- b. Further, a Written Statement has been filed in the Suit No. 1153 of 2017 by the Defendants therein, whereby the Defendants have inter alia stated that Santoshi Mata Property has been declared as a Slum Area and acquired under the said Act, therefore, the Bombay City Civil Court does not have jurisdiction to entertain the Suit No. 1153 of 2017. Additionally, the Defendants in the Written Statement have inter alia stated that Suit No. 1153 of 2017 is

mn

barred by limitation and that the Defendants are the real owners of the Santoshi Mata Property.

- c. Subsequently, on 5th April, 2017, the Plaintiffs filed a Notice of Motion No. 1368 of 2017 in the Suit No. 1153 of 2017, whereby the Plaintiffs inter alia prayed that the Defendants their servants, agents and assignees and/or any other person/s claiming by and through the Defendants be restrained from conveying, selling, transferring, assigning the Santoshi Mata Property.
- d. At the further outset, the Defendants have taken Chamber Summons No. 1053 in the Suit No. 1153 of 2017 to implead Santoshi Mata Society as a party defendant in the Suit No. 1153 of 2017.
- e. Pursuant thereto, the Plaintiffs filed their reply in the aforesaid chamber summons dated 5th December, 2017.
- f. Further, a Notice of Lis-pendens dated 8th August, 2017 bearing registration No. 9740 of 2015 has been registered by the Plaintiffs with respect to the Santoshi Mata Property, whereby it is inter alia stated that during the pendency of the Suit No. 1153 of 2017 no transaction/sale/transfer/assignment with respect to the Santoshi Mata Property would bind the Plaintiffs therein.

• **Present status**

The City Civil Court, Dindoshi, allowing chamber summons taken out by Santoshi Mata Society directed the plaintiffs to serve an amended copy of plaint to defendants and has kept matter for reply on notice of motion and filing of written statement on 18th February, 2019.

rw