

Off.: 13, Hamam House, Ground Floor, Ambalal Doshi Marg,
(Hamam Street), Fort, Mumbai-400 001.

Ref. No.

Date :

REPORT ON TITLE

Re: Property being all that piece and parcel of land bearing Survey No.14(Part), C.T.S. No.11 (Part) admeasuring 1435.50 sq.mtrs. together with additional plots, namely(i)area admeasuring 442,14 sq.mtrs.; (ii) area admeasuring 41.09 sq.mtrs. of layout R.G. of MHADA NDR Plor No.3 of NTBN 1B; (iii)area admeasuring 442 sq.mtrs.; and (iv) Titbit Land admeasuring 45.77sq.mtrs. of Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District.

.... **The said Property**

Our clients, **M/S. SANKET REALTORS**, a Partnership Firm registered under the provisions of Indian Partnership Act 1932, having its Office at B-24, Room No.5, BMC Colony, Link Road, Goregaon (West), Mumbai – 400 104, (for short “**the Developers**”) who have been granted development right by Tilak Nagar Deep Mandir Co-Operative Housing Society Limited (for short “**the Society**”) under a Development Agreement dated 20th December 2017 duly registered with the Concerned Registration Authority, have handed over to us the copy of following documents to verify their right to carryout development as envisaged under the said Development Agreement for construction of Wing “C” on portion of the said property being free from encumbrances claims and demands and requested us to issue our Report on Title.

- a. Lease Deed dated 28th April 1997, registered with the Sub-Registrar of Assurances at Kurla/Bombay (Bandra) under Serial No. PB DR-3/686/1997.



- b. Deed of Sale dated 28th April 1997, registered with the Sub-Registrar of Assurances at Kurla/Bombay (Bandra) under Sr. no. PBDR3/683/97.
- c. Development Agreement dated 24th December 2004, executed by and between the Tilak Nagar Deep Mandir Co-operative Housing Society Limited and Shekhar Sumant Dadarkar Sole Proprietor of "M/s. S.D. Construction", registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-3/11664/2004 dated 24-12-2004.
- d. Power of Attorney dated 16th March 2005, executed by Tilak Nagar Deep Mandir Co-operative Housing Society Limited to Shekhar Sumant Dadarkar.
- e. Copy of I.O.D. under reference No. CE/5257/BPES/AM dated 3rd March, 2004 issued by MCGM/MHADA.
- f. Copy of Commencement Certificate in Form "A" under reference No. CE/5257/BPES/AM dated 20th April, 2005. Further Revised C.C. on dated 20/04/2005 and Final C.C. dated 28/01/2015.
- g. Copy of letter dated 14th November, 2008 addressed by Tilak Nagar Deep Mandir Co-operative Housing Society Limited to MHADA.
- h. Copy of Offer Letter dated 28th May, 2009 issued by MHADA
- i. Copy Fresh Offer Letter dated 5th May, 2012 issued by MHADA.
- j. Copy Offer Letter dated 2nd January, 2013 issued by Chief Officer MHADA.
- k. Copy of NOC dated 12th June, 2013 bearing reference No. CO/MB/EE-DC/NOC/F164/1031/2013 addressed by MHADA to the Executive Engineer (BP) and C.C. to the Architect, the Chief Engineer of MHADA.



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- l. Copy of the revised Offer Letter being reference No. CO/MB/EE/RDC/NOC/F168/1475/ 2013 dated 1st August, 2013 read with Extension Letter dated 24th December, 2013 issued by CEO of MHADA.
 - m. Copy of Resolution passed in the General Body Meeting of the Tilak Nagar Deep Mandir Co-operative Housing Society Limited held on 04th June 2017,
 - n. Public Notices in the newspapers of "Free Press Journal" and "Nav Shakti" both in their respective issues of 16th January, 2018 and subsequently on 17th September 2020 in the News Paper of "Free Press Journal" and on 23rd September 2020 in the News Paper of "Nav Shakti".
 - o. Correspondence as referred hereinafter.
 - p. Search Report dated 5th March 2018 given by Sameer Sawant a Search Clerk.
 - q. P.R. Card.
 - r. Copy of Amended Plan issued on 11th October 2019 by MHADA.
 - s. Declaration of (a)Arun Satyanarayan Karwa and (b) Pinakin Dineshchandra Shah Partners of M/s. Sanket Realtors notarized on 21st October 2020.
1. Based on the documents forwarded to us and on verification thereon the following facts have emerged.
- a. By a lease deed dated 28th April 1997, registered with the Sub-Registrar of Assurances at Kurla/Bombay (Bandra) under Serial No. PB DR-3/686/1997 Mumbai Housing And Area Development Board (previously known as "Bombay Housing Board") (MHADA) demised by way of Lease in favour of the Tilak Nagar Deep Mandir Co-operative



Housing Society Limited (for Short "the **Society**") all that piece and parcel of land bearing Survey No. 14 (Part), C.T.S. No.11 (Part) admeasuring 1435.50 sq. mtrs. or thereabout at Tilak Nagar, Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District (for brevity's sake hereinafter referred to as the ("**the Original Plot**") for a period of 99 years commencing from 28th April 1997, subject to the covenants contained on the part of the Society as recorded therein;

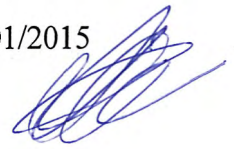
- b. By the Deed of Conveyance dated 28th April 1997, registered with the Sub-Registrar of Assurances at Kurla/Bombay (Bandra) under Sr. no. PBDR3/683/97, the said MHADA sold and conveyed unto and in favour of the Society the then existing building known as "BUILDING NO. 91" which was consisted of Ground plus 2 Upper Floors comprising of total 36 (Thirty Six) residential tenements occupied by the Original Allottees/Tenants; at or for the consideration and subject to the covenants contained therein (for brevity's sake hereinafter referred to as "**the then existing Building**");

The said Original Plot and the then said Building No. 91, unless otherwise specifically described are hereinafter collectively referred to as "**the said Property**".

- c. Since the then building constructed by MHADA was in a dilapidated condition and beyond repairable, the members of the Society had decided to carry out re-development on the said Property and after following due process and procedure appointed Mr. Shekhar Sumant Dadarkar, the sole proprietor of S.D. Construction (for short "the Dadarkar") as the Developer, to undertake the re-development of the said Property by demolishing of the existing Building No. 91.
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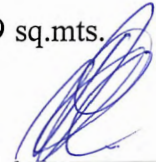
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- d. By a Development Agreement dated 24th December 2004, registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-3/11664/2004 dated 24-12-2004, the Society had granted the development rights to the said Dadarkar to carry out re-development as envisaged thereunder at or for the consideration (monetary and non-monetary) and upon the terms and conditions recorded therein.
- e. The Society had empowered and authorized, appointed and nominated the said Dadarkar to do and perform certain various acts, deed things and matters including to apply for and obtain all requisite NOC, permission, approval, sanction, certificates, etc. and carry out and complete the re-development on the said Original plot as more particularly recorded in the Power of Attorney dated 16th March 2005.
- f. Pursuant to the authority given / granted, the said Dadarkar had submitted the plans and other proposals for construction of 2 (two) Wings, namely, Wing "A" and Wing "B" each consists of the stilt + upper floors as then sanctioned. However, in view of the additional FSI area then immediately not permitted, the said proposal did not include the construction of Wing "C" by use of additional/further additional benefit of development potentiality including the additional FSI of said Plot and/or area, as may then be permitted and be granted by MHADA, subject to However, to the payment of premium and the other charges to the Concerned Authorities.
- g. The MHADA issued I.O.D. under reference No. CE/5257/BPES/AM dated 3rd March, 2004 and Commencement Certificate in Form "A" under reference No. CE/5257/BPES/AM dated 20th April, 2005. Further Revised C.C. on dated 20/04/2005 And Final C.C. dated 28/01/2015



for construction of a building then consisted of 2 (two) Wings i.e. Wing "A" and Wing "B" and accordingly the said Dadarkar constructed the building consists of Wing "A" and Wing "B" both comprising of Stilt Plus 14 Upper Floors so as to provide the Permanent Alternate Accommodation to 36 members of the Society (some of them had acquired additional area for consideration) and availed the remaining premises for free sale, which the said Dadarkar allotted and sold to his Purchasers and permitted to use the same for the purposes as agreed upon. However without obtaining Occupation Certificate and without providing certain amenities and facilities, (which were subsequently provided by the Developer) caused the members of the Society and his Purchasers of the premises to take possession of the respective premises.

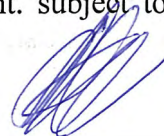
- h. To avail the benefit of additional/further additional development potentiality, the Society through the said Dadarkar by its letter dated 14th November, 2008 requested the MHADA to allot additional area and allotment of additional land in the form of NTBNIB as also allotment of additional buildable area (BUA) considering the area of the then Building No.91 and the said Plot and as may be permissible under the concerned Statutes and Policy of MHADA for development/ redevelopment.
- i. By its offer letter dated 28th May 2009 the Concerned Authority being Chief Officer, MHADA was pleased to agree to allot the additional BUA of 3640.87 sq. mtrs. plus development benefit of additional land in the form of NTBNIB admeasuring 442.14 sq. mtrs. which was already allotted plus additional land in the form of Tit Bit Area admeasuring 45.77 sq. mtrs. ("**Tit Bit Land**") and the proportionate area of layout R.G. admeasuring 41.09 sq.mts.



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subject to payment of premium, capitalized lease rent and other charges as set out in the said Offer Letter dated 28th May, 2009.

- j. Subsequently, based on change in the development policy by MHADA the Society revised the earlier offer and requested the Concerned Authorities of MHADA to issue a fresh Offer Letter and accordingly on such request being made, by its letter dated 5th May, 2012 the Concerned Authorities of MHADA issued a fresh Letter of Offer to avail the benefit of development potentiality, as per approval from the Appropriate Authority and required the Society to pay the amount of premium towards such additional land, additional buildable area, capitalized lease rent, infrastructure and other charges as set out therein.
- k. The Chief Officer MHADA by its Offer Letter dated 2nd January, 2013 granted its permission /NOC for allotment of additional buildable area to be used, utilized, consumed and exploited by sub-dividing the plot on the demarcated plan about 2406.50 sq. mtrs. (being the Entire Plots defined hereinafter) and permitted and additional built up area as mentioned therein (calculated on the basis of Entire Plot as defined hereinafter) subject to the terms and conditions including payment of various charges, premium, fees, etc. as set out therein.
- l. On the compliance of the requisite terms including payment of various amounts as demanded/ claimed, the Chief Officer, MHADA by its NOC dated 12th June, 2013 bearing reference No. CO/MB/EE-DC/NOC/F164/1031/2013 addressed to the Executive Engineer (BP) and C.C. to the Architect, the Chief Engineer of MHADA granted its NOC for development of Plot No.NDR-03 being C.T.S. No.11 (part) area admeasuring 1105 Sq. mt. subject to the terms and conditions recorded therein,



- m. To avail the development potentiality as per the changed / modified/ amended policy, the Chief Officer, MHADA was, inter alia, requested for allotment of additional buildable area of 1691.43 sq. mtrs. which the said Concerned Authority being CEO of MHADA by its revised Offer Letter being reference No. CO/MB/EE/RDC/NOC/F168/1475/2013 dated 1st August, 2013 read with Extension Letter dated 24th December, 2013 permitted/ allowed/for use of additional buildable area (BUA), subject to the payment of various charges, premium, etc. and on the terms and conditions recorded therein.
- n. In view of the aforesaid, the Society is entitled to avail benefits, TDR, fungible FSI, advantages of the said Plot (being the leased plot as per Lease Deed) alongwith additional plots viz. (i)area admeasuring 442.14 square meters, (ii)area admeasuring 41.09 square layout RG of MHADA, NDR Plot No.3 as NTBNIB area admeasuring 442 sq. mtrs. and (iii)Tit Bit land area admeasuring 45.77 square meters (herein after referred to as the "said Additional Plots") alongwith benefits, FSI, fungible, advantages, TDR etc.
- o. The said Plot and said Additional Plots (containing area admeasuring 2407 square meters) shall collectively be referred to as "Entire Plot" unless referred to individually.
- p. The MHADA has permitted total 7507.01 Sq.mt built up FSI out of which an area of 5815.58 Sq.mt built up FSI for construction of the A and B wing has already been consumed and remaining 1691.43 sq.mt built up FSI ("Free Sale FSI") excluding Fungible FSI is available for construction of the additional wing/building i.e. Wing "C".
- q. To raise fund required for payment towards premium and various other charges, deposits, etc. to the Concerned



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Authorities, the said Dadarkar approached Mr. Arun Satyanarayan Karwa to join with him in partnership for smoothly carrying out the said remaining development work i.e. construction of Wing "C" available for Free Sale.

- r. A Partnership Firm under a Deed of the Partnership dated 23rd October 2012, between the said Dadarkar and Mr. Arun Satyanarayan Karwa, came to be formed to carry out and complete the development work by construction of Wing "C" in Partnership on the terms and conditions recorded therein which came to be duly registered with the Registrar of Firms under Registration No. BA-109389 in the firm name of S.D. Construction Deep Mandir and accordingly the Society permitted to apply for and obtain necessary permissions, NOCs, approvals etc. from the Concerned Authorities for use of the additional area for construction of Wing "C".
- s. Accordingly, the Developer herein became entitled to avail all the benefits of permissions, approvals and sale etc. so as to carry out and complete the development work for construction of Wing "C" only at their own costs & expenses as per approval from Approving Authority i.e. MHADA, etc. and other Concerned Authorities, subject however, to bear, pay and deposit all the charges, deposits, premium, etc. including of Fungible FSI/ Compensatory area as may be payable to the Concerned Authorities so as to avail all the further permissions, approvals to carry out and complete the development work by construction of Wing "C" building according to the sanctions, approvals of plans, certificates by MHADA Authority.
- t. The requisite amounts of premium, charges, fees, etc. as demanded by the Concerned Authorities vide its Revised Offer Letter dated 1st August, 2013 have been paid by the Developer herein.



- u. On necessary Application being made, the Executive Engineer, HSG, Kurla Division of MHADA by its letter dated 10/02/2014 confirmed the demarcation of the Plot boundary along with Plot NDR-3 and confirmed an aggregate area of Entire Plots as 2406.50 sq. mtrs.
- v. Since the said Dadarkar was involved in certain serious acts of omission and subjected to proceedings by other Society/Purchasers of premises in his other Projects, and having committed breach of his obligations due the Society, the members of the Society lost confidence and trust in him and thereby after giving an opportunity on being heard, terminated and cancelled the rights claimed by the said Dadarkar by giving Notice of Termination dated 4th June, 2017, duly acknowledged by him.
- w. Since Mr. Arun Satyanarayan Karwa (being one of the Partners in the Partnership Firm of the Developer) and invested huge amount and agreed to invest further funds including towards payment of various premium, charges, deposits and incur costs, charges and expenses in availing the benefit of additional development potentiality, additional land, Tit bit Land, etc., requested the Society to confirm the grant of development right for construction of Wing C and undertaken to remove and make retired the said Dadarkar from the Partnership Firm of the Developer with an intention not to allow him or his family members to participate in any of the affairs of development by construction of wing "C" to which, considering various efforts made and the amounts invested, the Society agreed to consider the entrustment of the development for construction of Wing "C" strictly on the terms that the said Dadarkar would be made to retired and be not permitted in any of the affairs of development for construction of Wing "C".



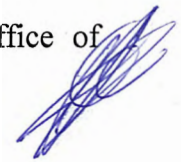
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- x. By a Deed of Retirement-Cum-Admission executed on 4th August 2017, the said Dadarkar retired from the Partnership Firm and Shri. Ramesh Satyanarayan Karwa came to be admitted into the Partnership Firm. The name of the Partnership Firm subsequently came to be changed to the name of Sanket Realtors being the Developer.
- y. By Development Agreement dated 20th December 2017 registered with the Sub Registrar of Assurances at Kurla under Sr. No. KRL1-12802-2017 dated 21st December 2017, the Society granted to the Developer the development right for construction of Wing C on the portion of entire plot described in Forth Schedule thereto on the terms and conditions recorded therein. The Society has also authorized the Developer to certain act things or matter for construction of Wing C as recorded in Power of Attorney registered with the Sub Registrar of Assurances at Kurla under Sr. No. KRL1-12803-2017.

2. By virtue of the aforesaid facts and documents, the Developer became entitled to carry out the Development by constriction of Wing "C" on portion of the entire plot as envisaged under the said Development Agreement.

3. We have caused Public Notices issued in the newspapers of "Free Press Journal" and "Nav Shakti" both in their respective issue of 16th January, 2018 and thereafter again by issuing the Public Notice in News Paper of Free Press Journal dated 17th September 2020 and issue of Nav Shakti dated 23rd September 2020 inter-alia inviting claims, if any from public at large, in respect of the said Property described therein. In response to said Public Notices we have till date not received any claim from public at large.

4. We have also caused Searches taken through a Search Clerk Sameer M. Sawant in respect of the said Property in the office of



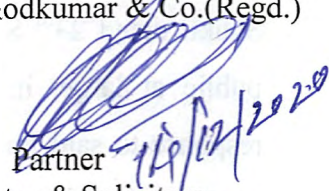
Concerned Registration Authority for the period from 2002 to 2018 From the Search report we did not find any encumbrances on the right of the Developer to undertake the development by construction of Wing "C" as envisaged under the said Development Agreement.

5. By a Declaration-Cum-Confirmation notarized on 21st October 2020 the Developer have, inter alia, declared and confirmed that they have not done omitted or committed to do any acts, deeds, things or matters nor entered into any arrangement or agreement with any person or persons nor created any encumbrance of whatsoever nature including by way of possession, sub-development right, joint venture, partnership, LLP or otherwise with any other person or persons by which or by reason whereof their right, title and interest in respect of the development by construction of Wing "C" on portion of the entire land is/are adversely affected or seriously prejudiced. By the said Declaration the Developer have inter alia undertaken that on creating any encumbrance on their right in respect of the development as envisaged under the said Development Agreement, they shall intimate to us and shall not use our Report on Title.

6. Based on the above facts and the documents, subject to what is stated hereinabove the right of the Developer to carry out development by constructed of Wing "C" and deal with the premises/flats therein are free from all encumbrances claim and demands.

Dated this 14th day of December, 2020.

For M/s. Pramodkumar & Co.(Regd.)


Partner
Advocates & Solicitors.