

SATISH G. DEDHIA

Advocate, High Court

9324085826

B3/406, Hari Om Apartments, Behind Vijay Sales, Borivali (West), Mumbai-400 092

FORMAT-A

(Circular No. 28/2021)

To

Hon'ble Chairman, MahaRERA

Bandra (East), Mumbai-4000 51

LEGAL TITLE REPORT

I on the request of Patel Nagar CHS Ltd., I have investigated the title of M/s Pebble Park Developers LLP ("Developer") in respect of the subject plot after referring the following documents i.e.:

1) **Description of the property:**

Plot admeasuring 9591.70 sq. mtrs bearing CTS No.1084 of Village Kandivali situated at M. G. Cross Road No.4, Kandivali (West), Taluka- **Borivali**, District-MSD, Mumbai- 400067 (hereinafter referred as the "said Plot").

2) **The Documents of Allotment of the Plot:**

- a) Conveyance Deed Dt 31.12.2020 executed by M/s K. Patel & Co in favor of Patel Nagar CHS Ltd. duly stamped and registered under Sr No. BRL-5/788 on 18.01.2021.
- b) Development Agreement Dt 28.02.2022 executed by Patel Nagar CHS Ltd. in favor of Pebble Park Developers LLP duly stamped and registered under Sr. No. BRL-6/5125 on 09.03.2022.
- c) Society has also issued executed Power of Attorney Dated 28th February 2022 in favor of the persons nominated by M/S. PEBBLE



PARK DEVELOPER LLP and the same is lodged for registration 9th March 2022 under Sr. No. BRL-6/5127/2022.

d) Developer and Society have executed/ will be executing permanent alternate accommodation agreements in respect of the permanent alternate accommodation allocated in lieu of the respective existing flats owned by the members.

3) IOD bearing P-9243/2021/(1084)/R/C Ward/KANDIVALI R/C/IOD/1/New:

In response to application submitted by the Project Architect, the Municipal Corporation of Greater Mumbai has issued IOD on 01.07.2022 amended on 25.08.2022.

4) Property Register Card:

Property Card issued by City Survey Office, Borivali dated 31.07.2019 and 31.07.2021 download from its Website reflects name of M/s Patel Enco Builders Pvt. Ltd.

5) Public Notices:

Public Notices are issued in the two local newspapers viz. Mumbai Laskadeep (Marathi) and Active Times (English) in their editions dated 10.01.2023 inviting claims and objections. I have not received any claim or objection in response to the said public notices.

6) Search Reports for 31 years from 1992 to 2023:

Search Reports by search clerk Mr. Sunil Kangane for 31 years from 1992 to 2023. Taken from Sub-Registrar office at Sub Registrar of Assurances at Borivali & Goregaon – No adverse entry found.



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7) Declaration by Society Dt 24.01.2023:

Society through its office bearers also given declaration inter alia confirming that the title of the Society is clear and marketable and free from reasonable doubts.

On perusal of the above-mentioned documents and all other relevant documents relating to the title of the said Plot, I am of the opinion that **M/s. Pebble Park Developers LLP ("Developer")** are entitled to development rights in respect of Plot described above, entitled to develop the Plot described above, and it is free from encumbrances and reasonable doubts.

Owner of the land – Patel Nagar CHS Ltd, CTS. No. 1084, Village Kandivali, situated at M. G. Cross Road No.4, Kandivali (West), Taluka -Borivali Mumbai - 400 067.

The report reflecting the flow of the title of the (developer) on the said Plot is enclosed herewith as annexure.



(Satish Dedhia)
Advocate.



Date: 25.01.2023

(Stamp)

Encl: Annexure.

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FLOW OF THE TITLE OF THE SAID PLOT.

1. 7/12 extract / P. R. Card

Property converted into N.A. and therefore no 7/12 extracts.

2. Mutation Entry: Not applicable in view of P. R. Card.

3. Search Reports

Search Reports by search clerk Mr. Sunil Kangane for 31 years from 1992 to 2023 Taken from Sub-Registrar office at Sub Registrar of Assurances at Borivali & Goregaon – No adverse entry found.

4. Any other relevant title:

(a). By the Indenture dated 31st December 2020 made between K. Patel and Company Pvt. Ltd and others therein referred to as the Vendors of the One Part and the Patel Nagar CHS Ltd, ("Society ") therein referred to as the Purchasers of the Second Part, the Vendors therein sold transferred, Conveyed and assured unto to the Society, and the Society purchased and acquired from the Vendors therein all that piece and parcel of land bearing CTS No. 1084 admeasuring 9591.70 Sq.mtrs along with seven buildings thereon known as "Patel Nagar" comprising ground plus four / six floors comprising of 249 Units situate, lying and being at Village Kandivali Taluka Kandivali (West) Mumbai 400 067.

(b). Pursuant to the numerous resolutions passed by the members in the Special General Body Meetings of the Society, the said Development



Agreement dated 28th February 2022 has been executed by and between the Society and the said M/s. PEBBLE PARK DEVELOPERS LLP (Developer) for grant of development rights of the said Plot to the Developer on the terms and conditions contained therein. The relevant provisions are as under:

Clause-5:

In consideration of the Developer constructing, at their costs, the Members' New Flats for the Members and agree to the other terms recorded in this Agreement, the Developer is given the right to utilize the Present Development Potential of the said Project Land in terms of this Agreement and to construct the Developer's Premises as provided in Clause-5 herein, which the Developer is entitled to deal with/ dispose of and appropriate the proceeds unto itself without requiring any form of consent from the Society.

Clause-8(a)

- (i) The Developer shall provide free of cost on ownership basis 249 self contained flats from admeasuring and having aggregate carpet area of each flat, which is 29% over and above the existing carpet area of the respective existing flats of the Members (carpet area and balcony of the existing flats) as per the plans to be approved by the MCGM and competent authorities (annexed as ANNEXURE-"J") along with extra area purchased by the members, if any, in lieu of the existing flats of the Members as permanent alternate accommodation.
- (ii) To provide to the Members an aggregate of 249 non-mechanized car parking spaces. The said parking shall be located in proportionate at the basement, ground floor, stilts



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and podiums parking space. The size of the car parking spaces and driveway will be as per the applicable rules.

Each category of the Car Parking Spaces designated for the small and big cars will be shared in equal ratio between the Society and the Developer.

Clause-13(b):

the Developer undertakes not to put any person/s in possession/ occupation of the Developer's Premises under any agreement, arrangement or understanding whatsoever until such time that the Members' New Flats are ready as per this Agreement and the Members are offered possession of the Members' New Flats in writing and fifteen days have expired from such writing.

Clause-14:

(c): Notwithstanding the provisions of the RERA, and MahaRERA Rules; the purchasers of the Developer's Premises if require to admit as a member of the Society, rights of such purchasers shall be always subject to provisions of Principal Agreement and such purchaser shall not be entitled to any claimover and above entitled as allottee under the Agreement for Sale is executed by Developer in favor of such purchaser.

(f): in the event of any dispute or complaint by any of the prospective buyers of the Developer's Premises then the Society and its Members shall be considered as one combined entity. Society's liability to the prospective buyers of the Developer's Premises shall be limited to obligations to be discharged as per the provisions of this Agreement.



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The Developer alone shall be responsible to the prospective buyers of Developer's Premises or for any breaches of the agreements with the prospective buyers or any violation of the provisions of RERA. The Society and its Members shall not be responsible for the same in any manner whatsoever for breach or non-observance by the Developer of any rules, regulations or statutes governing the construction activity including RERA.

(h): Prospective Buyers of Developer's Premises and/or their association or group shall not be entitled to apply for transfer of the real estate project to a third party or takeover of the real estate project.

Clause-17 (b):

(2) that the Developer would sell the Developer's Premises only after receipt of commencement certificate of the floor/s on which the Developer's Premises would be constructed,

(3) that the Developer would provide security as provided under this Clause as well as.

(4) that the Developer would deposit 70% of sale proceeds of the Developer's Premises in RERA escrow account, to be opened as per presently applicable MahaRERA Rules, and that these would provide sufficient guarantee to secure the performance of pending obligations of the Developer.

Clause-17 (c):

The key partner of Developer Shri. Vijay Raheja has by issuing a separate letter agreed that he will be personally liable to complete the Project undertaken by the Developer (M/s Pebble Park Developers



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LLP) in the event of any default or delay on account of the Developer and he has agreed and undertaken to provide the finance required by Developer to execute the redevelopment if the sufficient finance cannot be arranged by Developer to complete the project.

Clause-17(e):

The Developer will submit the proposal in name of the Society and purchase TDR, additional FSI by whatever name called in name of the Society and pay all amounts in name of the Society.

Clause-17(d):

In addition to above, the Developer would reserve new flats from the Developer's Premises equivalent to aprox 5000 square feet RERA Carpet Area having aggregate value equivalent to 20% construction cost of the New Building T1 to T4 as an additional security in favor of the Society and the same shall be released by the Society on a reducing basis.

Clause-18(e):

- (i). Developer shall deposit and pay all the amounts payable to the MCGM and other authorities within 18 months receipt of vacating of the Existing Buildings after receipt of IOD of the New Buildings; to obtain Full CC of the New Buildings.
- (ii). Developer shall comply with all the terms and conditions of the approvals
- (iii). within 24 months from receipt of part/full CC (other than related to construction) to obtain Full Occupation Certificate of the Building.



Clause-25(c):

The Developer shall be liable and responsible for the Developer's Premises to the purchasers /allottees exclusively and in any event, the Society and/or the Members of the Society shall not be liable and responsible for fulfilment and compliance of the provisions on the part of the Developer with the purchasers/allottees in any manner under the provisions of RERA.

- (c). Society has also issued executed Power of Attorney Dated 28th February 2022 in favor of the persons nominated by M/S. PEBBLE PARK DEVELOPER LLP and the same is lodged for registration 9th March 2022 under Sr. No. BRL-6/5127/2022.
- (d). The said Developer obtained IOD bearing P-9243/2021/(1084)/R/C Ward/KANDIVALI R/C/IOD/1/New dated 01.07.2022 and amended IOD Dt 25.08.2022.
- (e). Most of the members executed permanent alternate accommodation agreements and vacated their existing flats.
- (f). Few members did not cooperate and hence the Developer filed Arbitration Petition NO. L) 32468 of 2022 filed by Pebble Park Developers LLP against Patel Nagar CHS Ltd, & ors before the Hon'ble Bombay High Court. By its Order Dt 16.06.2022 interalia directing the respondent members/occupants to hand over possession of their existing units to the Developer.
- (g). Subsequently all remaining flats were vacated and handed over to the Developer and the Developer has demolished all the existing buildings on the said Plot.



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- (h). The Developer has applied to MCGM for the Commencement Certificate and the same is awaited.

5. Litigation:

1) Suit No. 2310 of 2018 filed by **Nilesh Suresh Sanchala & Ors** against **M/s Patel Enco Builders Pvt. Ltd. & Ors.** *Inter alia* seeking direction for conveyance, repairing etc. By its Order Dt 07.12.2018 Hon'ble City Civil Court, Dindoshi refused to grant any ad-interim relief against the Defendants. In view of the demolition of the then old existing buildings and further steps taken by the Developer, most of the prayers in the said suit became infructuous. The pendency of the said suit does not affect title of the Society and/or Developer.

2) Arbitration Petition NO. L) 32468 of 2022 filed by **Pebble Park Developers LLP** against **Patel Nagar CHS Ltd, & ors.** By its Order Dt 16.06.2022 *inter alia* directing the respondent members/occupants to hand over possession of their existing units to the Developer. Subsequently all remaining flats were vacated and handed over to the Developer and the Developer has demolished all the existing buildings on the said Plot. The pendency of the said Petition does not affect title of the Society and/or Developer.

(Satish Dedhia)

Advocate



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Date: 25.01.2023