

SHAH & SANGHAVI (Regd.)
ADVOCATES, SOLICITORS
& IPR LAWYERS

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Format A

(Circular No.28 /2021)

To,
MahaRERA
6th & 7th Floor House Fin Bhavan,
BKC Bandra East.

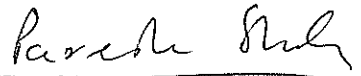
LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that piece and parcel of land laying and being at village Magathane, Taluka: Borivali, Mumbai, Suburban District bearing C.T.S. No. 52, 52/1 to 26, now C.T.S. No. 52A admeasuring 3620.70 Sq. meters, C.T.S. No. 52/B admeasuring 195.80 Sq. meters (Road Setback) and C.T.S. No. 52/C admeasuring 248.60 Sq. meters, in aggregate admeasuring 4065.10 Sq. meters

1) We have investigated the title of the above plot at the request of M/s Gurukrupa Developers Constituted Attorney to the Owner i.e. to say The Borivali Shiv Sagar Co-op Hsg Soc Ltd. and following documents i.e.:-

i) Description of the property

All that piece and parcel of land bearing Survey No. 4, Plot No. 8, Survey No. 1 (part), Survey No. 3 (part) and Survey No. 163 corresponding to CTS No. 52, 52/1 to 52/26 of Village Magathane, Taluka Borivali admeasuring 4315.85 Sq. mtrs. equivalent to 5161 Sq. yds. situate at Village Magathane, Taluka Borivali. Subsequent to the execution and registration of the Development Agreement dated 17th May 2014 recited hereinafter; the survey of the property bearing Survey No. 4, Plot No. 8; Survey No. 1 (part), Survey No. 3 (part) and Survey No. 163 corresponding to CTS No. 52, 52/1 to 26 of Village Magathane, Taluka Borivali, B.S.D. has been conducted by City Survey Office Borivali for fixing the boundary line (hadh kayam) under M.R Number 1158 of 2014 the boundaries thereof has been and it has been ascertained and certified that the actual area of the property bearing Survey No. 4, Plot No. 8; Survey No. 1 (part),

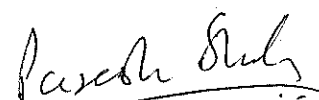

For Shah & Sanghavi

Survey No. 3 (part) and Survey No. 163 corresponding to CTS No. 52, 52/1 to 26 of Village Magathane, Taluka Borivali is 4065.10 Sq. meters equivalent to 4861.81 Sq.yds. Further as per order of the Collector M.S.D. dated 6th December, 2021, C.T.S. Nos. 52/1 to 52/26, have been amalgamated with C.T.S. No. 52 and the Property Card of C.T.S. No. 52/1 to 52/26 are cancelled vide pherphar No. 377 on 28th January, 2022. The C.T.S. No. 52 and sub-divided under pherphar No. 378 on 28th January, 2022 and now renumbered as C.T.S. No. 52/A admeasuring 3620.70 Sq. meters, C.T.S. No. 52/B admeasuring 195.80 Sq. meters (Road Setback) and C.T.S. No. 52/C admeasuring 248.60 Sq. meters (Road Setback), in aggregate admeasuring 4065.10 Sq. meters situated at Village Magathane, Taluka Borivali, B.S.D. together with the building known as "Shivsagar Apartments" (since demolished) and bounded as follows:

On or towards the North	:	C.T.S. No. 55 & 56
On or towards the East	:	18.30 meter wide D.P. Road
On or towards the West	:	27.45 meter wide S.V. Road
On or towards the South	:	13.40 meter wide D.P. Road

ii) The documents of allotment of Plot :

- (a) The Documents as are enlisted and referred to in the Certificates of the title dated 15th July, 2015 enclosed herewith.
- (b) Registered General Power of Attorney dated 17th May 2014 executed by Borivali Shivsagar Co,op. Housing Society Ltd. in favour of Mr.Mansukhbhai Sureja and 3 ors.
- (c) Registered Supplemental Agreement executed on 20th October, 2020 between Borivali Shivsagar Co,op. Housing Society Ltd. and M/s. Gurukrupa Developers to the Development Agreement dated 17th May, 2014


For Shah & Sanghavi

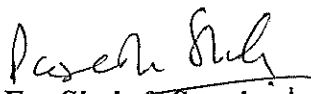
iii) The property card issued by Revenue Office, Borivali:

The Property Card is attached herewith

iv) Search report

We have caused the Search to be undertaken with the office of the Sub-Registrar of Assurances at Bandra (Manual Index) for the period 1935 to 1943, with the office of the Sub-Registrar of Assurances at Thane (Manual Index) for the period 1944 to 1947, with the office of the Sub-Registrar of Assurances at Vasai (Manual Index) for the period 1948 to 1957, with the office of the Sub-Registrar of Assurances at Bandra (Manual Index) for the period 1958 to 2014, with the office of the Sub-Registrar of Assurances at Mumbai (Manual Index) for the period 1935 to 2013, with the office of the Sub-Registrar of Assurances at Goregaon (Manual Index) for the period 1995 to 2014, with the office of the Sub-Registrar of Assurances at Goregaon (Computerized Index) for the period 2005 to 2014, with the office of the Sub-Registrar of Assurances at Borivali (Computerized Index) for the period 2002 to 2014 and with the Office of Sub-Registrar of Assurances at Magathane (Computerized Index) for the period 2009 to 2014. We have also perused certified copy of 6/12, 7/12 extracts and Property Card in respect of the captioned property. We have also caused Public Notice to be issued in Mid-Day English and Gujarati Editions both dated 10th June, 2014

- 2) On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, we are of the opinion that the title of Owners i.e. to say The Borivali Shiv Sagar Co-op Hsg Soc Ltd. is clear, marketable and without any encumbrances subject to what is stated in the certificate of title dated 15th July, 2015 enclosed herewith and by virtue of the registered Development Agreement dated 17th May, 2014 read with registered Supplemental Agreement Dated-20th day of October 2020 M/s Gurukrupa Developers are entitled to redevelop the above property on the terms and conditions set out therein.


For Shah & Sanghavi

Owners as per the Property Card:

The Borivali Shiv Sagar Co-op Housing Society Ltd.

Encl: 1) Annexure 1 Property Card

2) Certificate of Title Dated : 15th July, 2015

Dated this 3rd day of March, 2022

For M/s. Shah & Sanghavi

A handwritten signature in black ink, appearing to read 'Parash', with a horizontal line underneath it.

Partner

मालमत्ता पत्रक

292

गाव/पेठ : मागाठणे

तालुका/न.भू.का. : नगर भूमापन
अधिकारी, बोरीवली

जिल्हा : मुंबई उपनगर

नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
५२/अ			३६२०.७०	[सी - ३६२०.७०] सी	सामिल न.भू.क्र.५२/१,५२/२६१८१.९५ १.८.५६ ते ३१.७.७१

सुविधाधिकार

हक्काचा मुळ धारक H

वर्ष: २०२२ [श्री.परमानंद येसु मेहरा.]

पट्टेदार

इतर भार -

इतर शेर -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(घा) पट्टेदार(प) किंवा भार	साक्षात्करण
२१/०७/१९७२	मा.अ.उप.जिल्हाअंधे.यांचे कडील क्र.LND(२९)दि.२२.१२.५८सामिल न.भू.क्र.५२/१ते ५२/२६.		H [गा.न.नं.२ अनुक्रम नं.१३ वरून] [बिनशेती साऱ्याची नोंद केली.]	सही- २१/०७/१९७२ न.भू.अ. ६ मुंबई उपनगर मुंबई
२१/०७/१९७२	उ.जि.अधि.मुं.उ.अंधेरी यांचेकडील क्र.ए.डी.सी./एल.एन.डी.सी.२९१ ता.२९.१.७२/ प्रमाणे सुधारीत/बि.शे.सारा नोंद घेतली.			सही- २१/०७/१९७२ न.भू.अ. ६ मुंबई उपनगर मुंबई
१६/०७/२०१४	खरेदीनेदुय्यम निबंधक बोरीवली क्र.५, यांचेकडील क्र. बरल-५/ ३९२८/२०१४ दि.२५/४/२०१४ अन्वये बोरीवली शिवसागर को.ऑ.हौ.सो.लि. यांनी न.भू.क्र.५२ क्षेत्र ३५०१.७ चौमी. संपूर्ण क्षेत्र खरेदी केल्याने मिळकत पत्रिकेवरील दाखल परमानंद येसु मेहरा हे नांव कमी करून खरेदी घेणार बोरीवली शिवसागर को.ऑ.हौ.सो.लि. यांचे नाव दाखल केले.		H [बोरीवली शिवसागर को.ऑ.प.हौ.सो.लि.]	फेरफार क्र.२४२ प्रमाणे सही- १६/०७/२०१४ न.भू.अ. बोरीवली
२७/०४/२०१५	आदेशान्वये मा. जमाबंदी आयुक्त आणि संचालक भूमीअभिलेख (म.रा.) पुणे यांचेकडील परिपत्रक क्र.सी./न.भू.मी.प./ अक्षरी नोंद/ २०१५ दि १६/२/२०१५ व न.भू.अ.बोरीवली यांची दि २७/४/२०१५ रोजी चे आदेशान्वये न.भू.क्र ५२ या मिळकत पत्रिकेवर अक्षरी क्षेत्राची नोंद दाखल केली तीन हजार पाचशे एक पूर्णांक सात दशांश			फेरफार क्र.२६७ प्रमाणे सही- २७/०४/२०१५ न.भू.अ.बोरीवली
२८/०१/२०२२	सामिलीकरण नोंद - जिल्हाधिकारी मुंबई उपनगर यांचे कडील आदेश क्र. : सी कार्यालय /पोवि/एस आर बी५८०५ दि. : ०६/१२/२०२१ व मोजणी र.क्र. : ८६३ /२०२१ दि. : १८/०१/२०२२ नुसार ५२ व्यतिरिक्त ५२/१, ५२/२, ५२/३, ५२/४, ५२/५, ५२/६, ५२/७, ५२/८, ५२/९, ५२/१०, ५२/११, ५२/१२, ५२/१३, ५२/१४, ५२/१५, ५२/१६, ५२/१७, ५२/१८, ५२/१९, ५२/२०, ५२/२१, ५२/२२, ५२/२३, ५२/२४, ५२/२५, ५२/२६ हे सर्व न.भू.क्र. रद्द करून त्या न.भू. क्रमांकाचे क्षेत्र न.भू.क्र. : ५२ मध्ये सामील केले.		H [बोरीवली शिवसागर को.ऑ.प.हौ.सो.लि.] [४०६५.१० चौ.मी]	फेरफार क्र.३७७ प्रमाणे सही- २८/०१/२०२२ न.भू.अ., न.भू.अ. बोरीवली
२८/०१/२०२२	पोटहिस्सा नोंद - जिल्हाधिकारी,मुंबई उपनगर यांचा आदेश क्रमांक - ५८०५ आदेश दिनांक - ०६/१२/२०२१ अन्वये मालमत्ता पत्रक ५२ चा पोटहिस्सा झाल्याने मूळ मालमत्ता पत्रक ५२ रद्द केले आहे आणि ५२/अ, ५२/ब, ५२/क हे नवीन मालमत्ता पत्रक तयार केले.		H बोरीवली शिवसागर को.ऑ.प.हौ.सो.लि. ३६२०.७० चौ.मी	फेरफार क्र.३७८ प्रमाणे सही- २८/०१/२०२२

हे मातृमत्ता पत्रक डिजिटली साईन केलेले आहे

हि मिळकत पत्रिका (दिनांक १/२८/२०२२ ६:३४:०२ PM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही.

मिळकत पत्रिका डाऊनलोड दिनांक १/२८/२०२२ ६:४५:३६ PM

वैधता पडताळणी साठी <http://aapleabhilekh.mahabhumi.gov.in/DSLRF/propertycard> या संकेत स्थळावर जाऊन २२०११००००२३५५८३४ हा क्रमांक वापरावा.



मालमत्ता पत्रक

गाव/पेठ : मागाठणे		तालुका/न.भू.का. : नगर भूमापन अधिकारी, बोरीवली			जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
५२/ब			१९५.८०	सी	

सुविधाधिकार
हक्काचा मूळ धारक
वर्ष: २०२२
पट्टेदार
इतर भार
इतर शेर

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(धा) पट्टेदार(प) किंवा भार	साक्षात्कन
२८/०१/२०२२	पोटहिस्सा नोंद - जिल्हाधीकारी, मुंबई उपनगर यांचा आदेश क्रमांक - ५८०५ आदेश दिनांक - ०६/१२/२०२१ अन्वये मालमत्ता पत्रक ५२ चा पोटहिस्सा झाल्याने मूळ मालमत्ता पत्रक ५२ रद्द केले आहे आणि ५२/अ, ५२/ब, ५२/क हे नवीन मालमत्ता पत्रक तयार केले.		H बोरीवली शिवसागर को.ऑप.हौ.सो.लि. (रोड सेट बॅक) १९५.८० चौ.मी	फेरफार क्र.३७८ प्रमाणे सही- २८/०१/२०२२

हि मिळकत पत्रिका (दिनांक १/२८/२०२२ ६:३४:०२ PM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही. मिळकत पत्रिका डाऊनलोड दिनांक १/२८/२०२२ ६:४६:११ PM वैधता पडताळणी साठी http://aapleabhilekh.mahabhumi.gov.in/DSLRF/propertycard या संकेत स्थळावर जाऊन २२०११००००२३५५८३८ हा क्रमांक वापरावा.		हे मालमत्ता पत्रक डिजिटली साईन केलेले आहे 
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मालमत्ता पत्रक

गाव/पेठ : मागाठणे		तालुका/न.भू.का. : नगर भूमापन अधिकारी, बोरीवली			जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
५२/क			२४८.६०	सी	

सुविधाधिकार
हक्काचा मूळ धारक
वर्ष: २०२२
पट्टेदार
इतर भार
इतर शेर

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(धा) पट्टेदार(प) किंवा भार	साक्षात्करण
२८/०१/२०२२	पोटहिस्सा नोंद - जिल्हाधीकारी, मुंबई उपनगर यांचा आदेश क्रमांक - ५८०५ आदेश दिनांक - ०६/१२/२०२१ अन्वये मालमत्ता पत्रक ५२ चा पोटहिस्सा झाल्याने मूळ मालमत्ता पत्रक ५२ रद्द केले आहे आणि ५२/अ, ५२/ब, ५२/क हे नवीन मालमत्ता पत्रक तयार केले.		H बोरीवली शिवसागर को.ऑप.हौ.सो.लि. (रोड सेट बॅक) २४८.६० चौ.मी	फेरफार क्र.३७८ प्रमाणे सही- २८/०१/२०२२

हे मालमत्ता पत्रक डिजिटली साईन केलेले आहे

हि मिळकत पत्रिका (दिनांक १/२८/२०२२ ६:३४:०२ PM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

मिळकत पत्रिका डाऊनलोड दिनांक १/२८/२०२२ ६:४७:२६ PM

वैधता पडताळणी साठी <http://aapleabhilekh.mahabhumi.gov.in/DSLRF/propertycard> या संकेत स्थळावर जाऊन २२०११००००२३५५८३५ हा क्रमांक वापरावा.

PJS/PB/12394/2015

TO WHOMSOEVER IT MAY CONCERN

Sub: All that piece or parcel of land bearing Survey No. 4, Plot No. 8, Survey No. 1 (part), Survey No. 3 (part) and Survey No. 163 corresponding to CTS No. 52, 52/1 to 52/26 of Village Magathane, Taluka Borivali admeasuring 4315.85 Sq. mtrs. equivalent to 5161 Sq. yds. situate at Village Magathane, Taluka Borivali.

Owner: The Borivali Shivsagar Co-op. Hsg. Soc. Ltd.

Developer: M/s. Gurukrupa Developers.

1. We have caused the Search to be undertaken with the office of the Sub-Registrar of Assurances at Bandra (Manual Index) for the period 1935 to 1943, with the office of the Sub-Registrar of Assurances at Thane (Manual Index) for the period 1944 to 1947, with the office of the Sub-Registrar of Assurances at Vasai (Manual Index) for the period 1948 to 1957, with the office of the Sub-Registrar of Assurances at Bandra (Manual Index) for the period 1958 to 2014, with the office of the Sub-Registrar of Assurances at Mumbai (Manual Index) for the period 1935 to 2013, with the office of the Sub-Registrar of Assurances at Goregaon (Manual Index) for the period 1995 to 2014, with the office of the Sub-Registrar of Assurances at Goregaon (Computerized Index) for the period 2005 to 2014, with the office of the Sub-Registrar of Assurances at Borivali (Computerized Index) for the period 2002 to 2014 and with the Office of Sub-Registrar of Assurances at Magathane (Computerized Index) for the period 2009 to 2014. We have also perused certified copy of 6/12, 7/12 extracts and Property Card in respect of the captioned property. We have also caused Public Notice to be issued in Mid Day English and Gujarati Editions both dated 10th June, 2014 to which we have received objections as set out hereinbelow. We have also perused the photocopies of such of the title deeds as are made available to us for our perusal and have to report as under:



- (a) Mutation Entry No. 267 records that the name of one Parmanand Mehra is recorded as the holder in respect of the captioned property with effect from 10th December 1956 as per Taluka order dated 25th September 1956.
- (b) By a Conveyance dated 20th December, 1968 registered with the office of the Sub-Registrar of Assurances at Bombay under Sr. No. BOM/R/4918/1968 executed between Parmanand Sugnomal Mehra and Krishnadevi wife of Parmanand Sugnomal Mehra, therein referred to as 'the Vendors' and Turabali Caderbhai Nagree and Ahmedally Gulamhusein Kathawala, therein referred to as 'the Confirming Parties' and Shanti Niketan Co-operative Housing Society Limited, therein referred to as 'the Purchasers'; the Vendors therein sold, transferred and conveyed unto the Purchasers therein all that piece or parcel of land or ground situate at Poisar (Magathane Ghodbunder road, Borivli) formerly in the Registration Sub-District of Borivli District Thane now in the Registration District and Sub-District of Bombay City and Bombay Suburban, bearing Survey No. 4, Pot No. 8, Survey No. 1 (part), Survey No. 3 (part) and Survey No. 163 admeasuring 5420 square yards equivalent to 4531.82 square metres together with messuages, hereditaments and premises with tenements and dwelling houses standing thereon for the consideration and on the terms and conditions set out therein.
- (c) By a Conveyance dated 13th March, 1975 registered with the office of the Sub-Registrar of Assurances at Bombay under Sr. No. BOM/S/1298/1975 executed between Shantiniketan Co-operative Housing Society Limited, therein referred to as 'the Vendor' and Ebrahim Kazi and Shrichand Jamnadas Punjabi, carrying on business in the firm name and style of M/s. K. P. Builders, therein referred to as 'the Purchasers'; the Vendor therein sold, transferred and conveyed unto the Purchasers therein all that piece or



parcel of land or ground with the buildings thereon situate at Poisar (Magathane, Ghodbunder road, Borivli) formerly in the Registration Sub-District of Borivli District Thane now in the Registration District and Sub-District of Bombay City and Bombay Suburban admeasuring 5420 sq. yards equivalent to 4531.82 sq. metres (as per the earlier title deed) but on actual measurement admeasuring 5161 sq. yards equivalent to 4315 sq. metres for the consideration and on the terms and conditions set out therein.

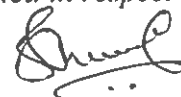
- (d) The Conveyance dated 25th April, 2014 recited hereinafter reveals that the said K. P. Builders developed the said property by construction of the buildings known as "Shivsagar Apartments" to various purchasers premises therein on ownership basis and the purchasers of the premises formed themselves into a Society known as "The Borivali Shivsagar Co-operative Housing Society Ltd." bearing Registration No. HSG/R/9521/1981. The said conveyance further reveals that the firm of M/s. K.P. Builders was dissolved with effect from 31st December, 1975 and the same became a sole proprietary concern of the said Mr. S.J. Punjabi.
- (e) The said Conveyance dated 25th April, 2014 recited hereinafter further reveals that in view of the said K. P. Builders and Mr. S. J. Punjabi having failed to comply with their statutory obligations to convey the captioned property alongwith the building standing thereon as provided under MOFA, The Borivali Shivsagar Co-operative Housing Society Ltd filed a suit in the City Civil Court at Bombay being S. C. Suit No. 249 of 2005 against the said K. P. Builders and Mr. S.J. Punjabi seeking a order and direction inter-alia for the removal and demolition of the seven unauthorized structures from the captioned property and execution of the conveyance in respect of the captioned property in favour of The Borivali Shivsagar Co-operative Housing Society Ltd.



- (f) The said Conveyance dated 25th April, 2014 recited hereinafter further reveals that by the Judgment and Decree dated 5th March, 2010 passed in the said S. C. Suit No. 249 of 2005, the City Civil Court at Bombay was pleased to decree the said Suit No. 249 of 2005 thereby inter-alia directing the said K. P. Builder & Anr. to remove and demolish the seven unauthorized structures from the captioned property and execute the conveyance in respect of the captioned property in favour of The Borivali Shivsagar Co-operative Housing Society Ltd.
- (g) The said Conveyance dated 25th April, 2014 recited hereinafter further reveals that being aggrieved by the Judgment and Decree dated 5th March, 2010; the said K. P. Builders and Anr. have filed a First Appeal in the High Court at Bombay being First Appeal No. 323 of 2011 and the same was admitted on 19th January, 2011 and the same is pending final hearing.
- (h) By an Order dated 15th April, 2011 passed by His Lordship Mr. Justice A. S. Oka in Civil Application No. 1980 of 2010 in First Appeal No. 323 of 2011; it has been inter - alia ordered as under:

Quote

"2. The applicants can always execute a conveyance subject to the final outcome of the Appeal. The decree passed in terms of prayer (c) of the plaint will have to be stayed provided the applicant execute the conveyance within a reasonable time. As far as the decree of demolition of structure is concerned, admittedly, the structures are not in possession of the applicants and, therefore, the original plaintiffs will have to take necessary steps for executing that part of the decree and at this stage, no relief is necessary to be granted in respect of



the said part of the decree. Even the decree as regards obtaining completion certificate need not be stayed. There is a preliminary decree as regards accounts. The said part of the decree need not be stayed. At the appropriate stage, the applicants can make appropriate application as regards the decree for accounts. It is obvious that as far as the latter part of the decree passed in terms of prayer (f) of the plaint for payment of money is concerned, the same can be executed only after the accounts are taken and hence at this stage, no case is made out for grant of stay."

3. Hence, I pass the following order:

ORDER

- i. *The application for stay is rejected. However, execution of the conveyance will be subject to final outcome of the Appeal.*
- ii. *It is made clear that decree passed in terms of prayer clause (f) of the plaint cannot be executed till the final decree is drawn as regards the accounts. Therefore, at this stage, no stay can be granted to decree in terms of prayer clause (f).*
- iii. *The execution of the decree passed in terms of prayer clause (c) of the plaint will remain stayed subject to condition that conveyance is executed by the applicants within a period of 12 weeks from today.*

Unquote

- (i) The Order dated 30th August, 2013 passed in Execution Application No. 39 of 2011 in S.C. Suit No. 249 of 2005 passed by His Honour Judge Shri A. J. Mantri reads as under:



Quote

"It is pertinent to note that in spite of service of Notice under order 21 rule 34, 35 of the C.P.C., deft./Judgment debtor failed to execute conveyance in favour of plff./decree holder nor complied with the Decree. Hence, as per order 21 rule 34, 6 (a) of the C.P.C., Registrar is directed to execute the conveyance in favour of the plaintiffs as per Decree and order and comply the part of order."

Unquote

- (j) Pursuant to the Order dated 30th August, 2013, The Borivali Shivsagar Co-operative Housing Society Ltd. made an application to the Registrar of the City Civil Court at Dindoshi for execution of the Conveyance in favour of The Borivali Shivsagar Co-operative Housing Society Ltd.
- (k) By a Deed of Conveyance dated 25th April, 2014 registered with the office of the Sub-Registrar of Assurances at Magathane under Sr. No. BRL-5/3928/2014 on 25th April, 2014 executed between Shri Shrichand Jamnadas Punjabi, (by the hands Shri S. S Purekar The Additional Registrar, City Civil Court, Dindoshi, in execution of order dated 30th August, 2013 in Execution Application No. 39 of 2011 in S.C. Suit No. 249 of 2005) therein referred to as 'the Vendor' and The Borivali Shivsagar Co-operative Housing Society Ltd., therein referred to as 'the Purchasers'; the Vendor therein sold, transferred and conveyed unto the Purchasers therein the captioned property for the consideration and on the terms and conditions set out therein.
- (l) By a Development Agreement dated 17th May, 2014 registered with the office of the Sub-Registrar of Assurances at Magathane under Sr. No. BRL-3/2812/2014 on 17th May, 2014 executed between The Borivali Shivsagar Co-operative Housing Society Ltd., therein referred to as 'the



Owners/Society' and M/s. Gurukrupa Developers, therein referred to as 'the Developers'; the Owners/Society therein granted unto the Developers therein the development rights in respect of the captioned property for the consideration and on the terms and conditions set out therein.

(m) Further, in response to the Public Notices issued by us for investigation and verification of title in respect of the captioned property, we have received some objections from some occupants which pertain to the right to occupy the existing structures in their occupation on the captioned property but do not stake any ownership rights on the captioned property.

2. Subject to what is stated hereinabove, in our opinion, the title in respect of the captioned property in the hands of The Borivali Shivsagar Co-operative Housing Society Limited is clear and marketable and M/s. Gurukrupa Developers are entitled to develop the said property on the terms and conditions set out in the Development Agreement dated 17th May, 2014 recited hereinabove.

Dated this 15th day of July, 2015

For M/s. Shah & Sanghavi



Partner