



To,
MahaRERA,
Housefin Bhavan, Plot No. C - 21,
E - Block, Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051.

Date: 29th July, 2023.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to:

All that piece or parcel of the plot of land bearing Survey No.30, Hissa No.6 and C.T.S. No. 1111 admeasuring 2494 square meters or there about as per Property Register Card and 27.57 guntas equivalent to approximately 2718 square meters or there about as per 7/12 extract, lying being situated at Village Dahisar, Taluka Borivali, in the Registration District and sub-District of Mumbai Suburban or thereabouts (**said Land**) together with the building known as "Gaurav" of Adarsh Dahisar Gaurav Co-Operative Housing Society Limited situated at Hari Shankar Joshi Road, Dahisar (East), Mumbai 400 068 and bounded as follows:

On or towards the North : CTS No. 1112
On or towards the South : CTS No. 1019
On or towards the West : Western Railway Property
On or towards the East : 13.40 Mtr. Wide Harishankar Joshi Road

Hereinafter referred to as the "**said Property.**"

1. We have investigated the title of Adarsh Dahisar Gaurav Co-operative Housing Society with respect to the said Property on the request of M/s. Sangvi Lifespace Private Limited ("**Developer**") and have perused the following documents in respect of the said Property:
 - a. Relied upon Search Report dated 13th August, 2018 of Mr. Sachin Pawar, Search Clerk in respect of the said Property since year 1970 till 2018 i.e. till the date of report.
 - b. Relied upon Search Report dated 15th September, 2020 of Mr. Sachin Pawar, Search Clerk in respect of the said Property from 2018 till year 2020 i.e. the date of report.
 - c. Relied upon Search Report dated 12th July 2023 of Mr. Sachin Pawar, Search Clerk in respect of the said Property from year 2020 till year 2023 i.e. till the date of report.
 - d. Caused limited negative search to be carried out in the computerized online records of the High Court of Judicature at Bombay and City Civil Court, Mumbai, in respect of any litigation pending against Owner affecting the said Property.
 - e. Caused public notice in daily newspapers namely Free Press Journal (English) as well as Navshakti (Marathi) on 15th June, 2023 for investigating the title of the said Property.

f. Perused the photocopies / originals of the following documents of title and other relevant documents furnished to us by the Developer in respect of the said Property.

- i. Property Card bearing C.T.S. No. 1111 of Village – Dahisar, Taluka – Borivali dated 17th April, 2023.
- ii. 7/12 Extract of the said Property in respect of Survey No.30, Hissa No.6 dated 14th November, 2022.
- iii. Copy of M.E. No. 509 dated 09th May 1939 whereby the name of Mr. Hajee Alimohammed Hajee Cassum Agboatwala was entered as holder in respect of the said Land.
- iv. Copy of M.E. No. 1343 dated 12th January 1955 whereby the name of Krishna Kalya Kharvi was entered as protected Kul / Tenant in respect of the said Land as well as other properties.
- v. C.T.S Plan of C. T.S. No. 1111 of Village – Dahisar, Taluka – Borivali.
- vi. D. P. Remark dated 20th August 2022 of C.T.S. No. 1111 of Village – Dahisar, Taluka – Borivali.
- vii. Copy of Judgment and Order dated 27th March 1964 in Tenancy Case no. 79 of 1964, passed by Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) in an Application u/s. 32 (G) of Bombay Tenancy Agricultural Land of 1948 filed by Krishna Kalya Kharvi in respect of the said Land alongwith other properties stated therein.
- viii. Copy of Certificate of Purchase dated 20th August 1964 issued by Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) u/s. 32 (G) of Bombay Tenancy Agricultural Land of 1948 U/s. 32-M of The Bombay Tenancy and Agricultural Lands Act, 1948 in favour of Krishna Kalya Kharvi in respect of the said Land alongwith other properties stated therein.
- ix. Copy of M.E. No. 2375 dated 03rd October 1964 whereby the name of Krishna Kalya Kharvi was entered as holder in respect of the said Land as well as other properties.
- x. Copy of Permission for Sale issued by District Deputy Collector, BSD vide Order dated 02nd November 1965 bearing no. TNC S.R. 260 of 1965 u/s. 43 of The Bombay Tenancy and Agricultural Lands Act, 1948 for non-Agricultural purpose in respect of the said Land.
- xi. Copy of Deed of Conveyance dated 17th December 1965 duly registered under No. BND-2645 of 1965 with sub-registrar of Bandra, Mumbai Suburban District and entered into between Krishna Kalya Kharvi therein referred to as the Vendor of the One Part and Bhairu Hari Badre therein referred to as the Purchaser of the Other Part in respect of the said Land.
- xii. Copy of M.E. No. 2806 dated 07th July 1966 whereby the name of Bhairu Hari Badre was entered as holder in respect of the said Land as well as other properties.
- xiii. Copy of N.A. Order dated 19th December 1972 under No. ADC/LND/D/3789 issued by Additional Dist. Deputy Collector, Bombay Suburban District, U/s. 44 of The Maharashtra Land Revenue Code, 1966 in respect of the said Land.
- xiv. Copy of Intimation of Disapproval dated 17th June 1972 under no. E.B./CE/1044/BS/A of 1972-73 issued by Asst. Engineer, Building Proposal Zone II P Ward of Municipal Corporation of Greater Bombay in the name of Shri. B. H. Badre in respect of said Property.
- xv. Copy of Commencement Certificate dated 17th June 1972 under no. CE/1044/BSII/A/R of 1972-73 issued by Executive Engineer, Building Proposal



- (Suburbs), Zone II of Municipal Corporation of Greater Bombay in the name of Shri. Bhairu Hari Badre in respect of said Property.
- xvi. Copy of Occupation Certificate dated 19th February 1973 under no. E.B./CE/1044/BS/A of 1972-73 issued by Executive Engineer, Building Proposal (Western Suburbs), P Ward of Municipal Corporation of Greater Bombay in the name of Shri. Vishwas V Bhagwat.
 - xvii. Copy of Indenture dated 21st April 1973 duly registered under Sr. No. BOM/S/438 of 1973 on 5th March 1975 with sub-registrar of Bombay and executed between Bhairu Hari Badre therein referred to as the Vendor of the One Part and Vishwas Vinayak Bhagwat therein referred to as the Purchaser of the Other Part in respect of the said Land.
 - xviii. Copy of Registration Certificate dated 03rd November 1976 bearing no. BOM/HS/4969/1976 issued by Dy. Registrar, Co-Op Societies, u/s. 9(1) of Maharashtra Co-Operative Societies Act, 1960 whereby registering Adarsh Dahisar Gaurav Co-Operative Housing Society Limited. being society of the Units / Flats purchasers of the building standing on the said Land.
 - xix. Copy of Order dated 22nd September, 1995 in Suit No. 1130 of 1989 filed by Anwar Haji Ali Mohamed Kasam and Ors. passed by Hon'ble City Civil Court at Mumbai whereby dismissing the said suit for default.
 - xx. Original undated Development Agreement of the year 2020 made and executed between Adarsh Dahisar Gaurav Co-operative Housing Society Limited therein referred to as the Society of the First Part and Sangvi Lifespace Private Limited (Developer) therein referred to as the Developer of Other Part and existing members of the Society therein referred to as the Members of the Third Part.
 - xxi. Original Conveyance Deed dated 10th August, 2020 registered with Sub-Registrar of Assurance at Borivali-3, Mumbai Suburban District under Serial No. BRL3/3756/2020 presented on 11th August, 2020 and registered on 14th August, 2020, made and executed between Mr. Vishwas V. Bhagwat as the Owner of One Part and Adarsh Dahisar Gaurav Co-Operative Housing Society Limited ("**Society**") as the Society of the Other Part in respect of the said property.
 - xxii. Original Declaration dated 30th September, 2020 executed by the Society, duly notarized.
 - xxiii. Copy of Order dated 24th March 2021 in Arbitration Petition (L) No. 6484 of 2021 of the Hon'ble Bombay High Court Appointing Arbitrator to decide the dispute between the said Society and the Developer being the parties thereto.
 - xxiv. Copy of Order dated 20th October, 2022 in Notice of Motion no. 5622 of 1995 in Suit No. 1130 of 1989 filed by Anwar Haji Ali Mohamed Kasam and Ors. passed by Hon'ble City Civil Court at Dindoshi, Mumbai whereby dismissing the said Notice of Motion for want of prosecution whereby the proceedings stood closed.
 - xxv. Copy of Consent Terms dated 20th October 2022 filed by the said Society and the Developer in the Arbitration Dispute before the Ld. Sole Arbitrator, Mr. Karl F. Tamboly.
 - xxvi. Copy of Award dated 17th November 2022 passed by Ld. Sole Arbitrator, Mr. Karl F. Tamboly in the Arbitration Dispute between the said Society and the Developer.
 - xxvii. Original Supplementary Agreement dated 08th December 2022 duly registered with the Joint Sub-Registrar at Borivali-9, Mumbai Suburban District on 21st March 2023 under Serial No. BRL-9/3632/2023 executed by and between Adarsh Dahisar Gaurav Co-operative Housing Society Limited therein referred to as the Society of the First Part and Sangvi Lifespace Private Limited therein referred to as the Developer of Second Part and existing members of the Society therein referred to as the Members of the Third Part in respect of said Property.
 - xxviii. Original Power of Attorney dated 15th March, 2023 duly registered with the Joint Sub-Registrar at Borivali-9, Mumbai Suburban District on 21st March 2023 under Serial No. BRL-9-3633-2023 executed by Adarsh Dahisar Gaurav Co-operative Housing Society Limited in favour of M/s. Sangvi Lifespace Private Limited through its Director Rakesh Sanghvi and Rinku Rakesh Sanghvi in respect of said Property.
 - xxix. Original Intimation of Disapproval (IOD) dated 26th May, 2023 issued by MCGM bearing Ref. No. P-16470/2023/(1111)/R/N WARD/DAHISAR R/N/337/1/NEW.
 - xxx. Certified True Copy of Undertaking cum Indemnity Bond dated 22nd June 2023 duly registered with Sub – Registrar of Assurances at Borivali, Mumbai under Serial No. BVI-5/10793/2023 executed by Rakesh Sanghvi, the Director of M/s. Sangvi Lifespace Private Limited.



- xxxi. Original Declaration dated 20th July 2023 executed by the Society, duly notarized.
- xxxii. Original Declaration dated 20th July 2023 executed by the said Developer, duly notarized.
- xxxiii. Original Commencement Certificate dated 27th July 2023 issued by MCGM bearing Ref no. P-16470/2023/(1111)/R/N WARD/DAHISAR R/N/CC/1/NEW.
- xxxiv. Original Undertaking cum Indemnity Bond dated 27th July 2023 executed by Rakesh Sanghvi the Director of M/s. Sangvi Lifespace Private Limited in favor of Executive Engineer, R-2 Ward (WS – II), Building Proposal, MCGM for Plinth CC, duly notarized.

2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the said Property, subject to what has been stated in the title Flow annexed hereto, we are of the opinion that the title of the Owner i.e. Adarsh Dahisar Gaurav Co-operative Housing Society Limited as well as right to redevelop the said property of Developer i.e. Sangvi Lifespace Private Limited is clear, marketable and without any encumbrances.
3. The Report reflecting the flow of the title of the Owner i.e. Adarsh Dahisar Gaurav Co-operative Housing Society Limited on the said Property as well as right to redevelop the said property of Developer i.e. Sangvi Lifespace Private Limited is enclosed herewith as Annexure.

Disclaimer: - We are informed by the Developer i.e. Sangvi Lifespace Private Limited that they are in process of correcting the area in revenue records and reserves its rights to claim the FSI benefit of additional area if any corrected in revenue records. This Certificate is issued subject to said corrections if any made in future.

Encl: Annexure

Date: 29th July, 2023

For Lex Services,



**Adv. R. B. Singhvi
Proprietor**



Annexure

TO WHOMSOEVER IT MAY CONCERN

FLOW OF THE TITLE

All that piece or parcel of the plot of land bearing Survey No.30, Hissa No.6 and C.T.S. No. 1111 admeasuring 2494 square meters or there about as per Property Register Card and 27.57 guntas equivalent to approximately 2718 square meters or there about as per 7/12 extract, lying being situated at Village Dahisar, Taluka Borivali, in the Registration District and sub-District of Mumbai Suburban or thereabouts (**said Land**) together with the building known as "Gaurav" of Adarsh Dahisar Gaurav Co-Operative Housing Society Limited situated at Hari Shankar Joshi Road, Dahisar (East), Mumbai 400 068 and bounded as follows:

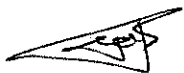
On or towards the North : CTS No. 1112
On or towards the South : CTS No. 1019
On or towards the West : Western Railway Property
On or towards the East : 13.40 Mtr. Wide Harishankar Joshi Road

Hereinafter referred to as the "**said Property.**"

1. The Owner in respect of the said Property are as under:

- a. Prior to year 1940, the said Land was an agricultural land and was originally owned by Mr. Hajee Alimohammed Hajee Cassum Agboatwala. His name was entered into 7/12 in respect of the said land vide M.E No. 509 dated 09th May 1939 as holder.
- b. Prior to year 1955, Krishna Kalya Kharvi was cultivating the said land as protected Kul / Tenant. His name was entered into 7/12 in respect of the said land vide M.E. No. 1343 dated 12th January 1955 as protected Kul / Tenant in respect of the said Land as well as other properties stated therein.
- c. Vide Judgment and Order dated 27th March 1964, in Tenancy Case no. 79 of 1964, passed by Ld. Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) in application u/s. 32 (G) of Bombay Tenancy Agricultural Land of 1948 filed by Krishna Kalya Kharvi in respect of the said Land alongwith other properties stated therein Ld. Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) allowed the said Application whereby declaring the Krishna Kaliya Kharvi as the purchaser of the said Land for the price and on such terms as mentioned therein.
- d. Vide Certificate of Purchase dated 20th August 1964 issued by Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) u/s. 32 (G) of Bombay Tenancy Agricultural Land of 1948 U/s. 32-M of The Bombay Tenancy and Agricultural Lands Act, 1948 wherein Krishna Kalya Kharvi was confirmed as the Owner of the said Land alongwith other properties stated therein.
- e. Vide M.E. No. 2375 dated 03rd October 1964 the name of Krishna Kalya Kharvi came to be entered as holder i.e. Owner of the said Land as well as other properties recorded therein.
- f. On perusal of Deed of Conveyance dated 17th December 1965, it is observed that Vide Order dated 02nd November 1965 bearing no. TNC S.R. 260 of 1965 U/s. 43 of The Bombay Tenancy

- and Agricultural Lands Act, 1948, the District Deputy Collector, BSD granted Permission for Sale of the said Land for non-Agricultural purpose.
- g. By and Vide Copy of Deed of Conveyance dated 17th December 1965 duly registered under No. BND-2645 of 1965 with sub-registrar of Bandra, Mumbai Suburban District and entered into between Krishna Kalya Kharavi therein referred to as the Vendor of the One Part and Bhairu Hari Badre therein referred to as the Purchaser of the Other Part, the Vendor therein granted, conveyed, transferred, assured and assigned unto the Purchaser therein the said land for such consideration and on such terms and conditions as stated therein;
 - h. Vide M.E. No. 2806 dated 07th July 1966 the name of Bhairu Hari Badre was entered as holder in respect of the said Land as well as other properties.
 - i. On perusal of Copy of Indenture dated 21st April 1973, it appears that an Agreement for Sale dated 16th March, 1972 came to be executed between Bhairu Hari Badre therein referred to as the Vendor of the One Part and Vishwas Vinayak Bhagwat of the Other Part whereby the Vendor therein agreed to sell the said Land unto the Purchaser therein for such consideration and on such terms and conditions as stated therein.
 - j. Vide N.A. Order dated 19th December 1972 under No. ADC/LND/D/3789 issued by Additional Dist. Deputy Collector, Bombay Suburban District, U/s. 44 of The Maharashtra Land Revenue Code, 1966 in favour of Bhairu Hari Bhadre wherein the Additional Dist. Deputy Collector Bombay Suburban District at Andheri allowed the use of the said land for residential and commercial use on such conditions as stated therein.
 - k. Vide Intimation of Disapproval dated 17th June 1972 under no. E.B./CE/1044/BS/A of 1972-73 issued by Asst. Engineer, Building Proposal Zone II P Ward of Municipal Corporation of Greater Bombay in the name of Shri. B. H. Badre plans for construction of the building on the said land came to be approved.
 - l. Vide Commencement Certificate dated 17th June 1972 under no. CE/1044/BSII/A/R of 1972-73 issued by Executive Engineer, Building Proposal (Suburbs), Zone II of Municipal Corporation of Greater Bombay in the name of Shri. Bhairu Hari Badre, permission to commence construction on the said Land came to be granted.
 - m. Vide Occupation Certificate dated 19th February 1973 under no. E.B./CE/1044/BS/A of 1972-73 issued by Executive Engineer, Building Proposal (Western Suburbs), P Ward of Municipal Corporation of Greater Bombay in the name of Shri. Vishwas V Bhagwat permission to occupy the building constructed on the said Land came to be granted.
 - n. By and Vide Indenture dated 21st April 1973 duly registered under Sr. No. BOM/S/438 of 1973 on 5th March 1975 with sub-registrar of Bombay and executed between Bhairu Hari Badre therein referred to as the Vendor of the One Part and Vishwas Vinayak Bhagwat therein referred to as the Purchaser of the Other Part whereby the Vendor therein conveyed, sold and assured the said Land unto the Purchaser therein for the consideration and on such terms and conditions as stated therein.
 - o. Vide Registration Certificate dated 03rd November 1976 bearing no. BOM/HSR/4969/1976 issued by Dy. Registrar, Co-Op Societies, u/s. 9(1) of Maharashtra Co-Operative Societies Act, 1960 the Owners herein i.e. Adarsh Dahisar Gaurav Co-Operative Housing Society Limited being society of the Units / Flats purchasers of the building standing on the said land came to be registered.
 - p. Vide Order dated 22nd September, 1995 in Suit No. 1130 of 1989 filed by Anwar Haji Ali Mohamed Kasam and Ors. passed by Hon'ble City Civil Court at Mumbai, the said Suit filed by the said Anwar Haji Ali Mohamed Kasam and Ors. challenging the Judgment and Order dated 27th March 1964 in Tenancy Case no. 79 of 1964 passed by Ld. Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) U/S 32 (G) of Bombay Tenancy Agricultural Land of 1948 and the Certificate of Purchase dated 20th August 1964 duly registered under Sr. No. 2537 of 1964 with sub-registrar of Bandra, Mumbai Suburban District issued by



Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) u/s. 32 (G) came to be dismissed for default.

- q. The said Anwar Haji Ali Mohamed Kasam and Ors. had also filed a Notice of Motion no. 5622 of 1995 in Suit No. 1130 of 1989 for restoration of the said Suit No. 1130 of 1989. Vide an Order dated 23rd February 2017, for the first time the Society herein had been made party to the said Notice of Motion no. 5622 of 1995.
- r. By and vide undated Development Agreement of the year 2020 made and executed between Adarsh Dahisar Gaurav Co-operative Housing Society Limited therein referred to as the Society of the First Part and M/s. Sangvi Lifespace Private Limited therein referred to as the Developer of Other Part and existing members of the Society as the Members of the Third Part wherein the Society along with the consent of Existing Members therein granted the development rights of the said Property unto the Developer herein on such terms and conditions as mentioned therein.
- s. By and vide Deed of Conveyance dated 10th August, 2020 registered with Sub-Registrar of Assurance at Borivali-3, Mumbai Suburban District under Serial No. BRL3/3756/2020 presented on 11th August, 2020 and registered on 14th August, 2020, made and executed between Mr. Vishwas V. Bhagwat as the Owner of One Part and Adarsh Dahisar Gaurav Co-Operative Housing Society Limited ("**Society**") as the Society of the Other Part, whereby the Owner therein sold, conveyed, transferred and assured unto the Society herein the said property.
- t. The Society filed Arbitration Petition (L) No.6484 of 2021 before the Hon'ble Bombay High Court under Section 9 of Arbitration and Conciliation Act, 1996, *inter alia* seeking that pending the hearing and final disposal of the arbitral proceedings, the Developer be restrained from in any manner interfering in the re-developing said property by appointing any other builder and or by way of self-redevelopment of the said Property.
- u. Vide Order dated 24th March 2021 in Arbitration Petition (L) No.6484 of 2021 the Hon'ble Bombay High Court was pleased to appoint a Sole Arbitrator to decide the Dispute between the said Society and the Developer in respect of the said Property.
- v. As per D. P. Remark dated 20th August 2022 of the said Property is under C-R i.e. Commercial Residential Zone and is not affected with any reservation however is affected by 13.4 Mtr. proposed road winding.
- w. Vide Order dated 20th October, 2022 in Notice of Motion no. 5622 of 1995 in Suit No. 1130 of 1989 filed by Anwar Haji Ali Mohamed Kasam and Ors. passed by Hon'ble City Civil Court at Dindoshi, Mumbai, the said Notice of motion which was seeking restoration of the suit came to be dismissed for want of prosecution whereby the said suit proceedings stood closed.
- x. During the pendency of the Arbitration proceedings, the Society with the consent and confirmation of its members and the Developer had amicably settled their Dispute and filed Consent Terms dated 20th October 2022 before the Ld. Sole Arbitrator, Mr. Karl F. Tamboly (Hereinafter referred to as the "**Consent Terms**"). The said Consent terms were accepted and accordingly a Consent Award dated 17th November 2022 came to be passed by the Ld. Sole Arbitrator, Mr. Karl F. Tamboly in the said Arbitration proceeding between the said Society and the Developer.
- y. In accordance with the Consent Terms, a Consent Award dated 17th November 2022 came to be passed by Ld. Sole Arbitrator, Mr. Karl F. Tamboly in the Arbitration Dispute between the said Society and the Developer whereby the settlement by way of Consent Terms 20th October 2022 came to be confirmed.
- z. Vide Supplementary Agreement dated 08th December 2022 duly registered with the Joint Sub-Registrar at Borivali-9, Mumbai Suburban District on 21st March 2023 under Serial No. BRL-9/3632/2023 executed by and between Adarsh Dahisar Gaurav Co-operative Housing Society Limited therein referred to as the Society of the First Part and M/s. Sangvi Lifespace Private Limited therein referred to as the Developer of Second Part and existing members of the Society therein referred to as the Members of the Third Part, whereby the parties agreed, declared and confirmed that the said Development Agreement is valid, subsisting and binding between the Parties as per terms modified or amended in Consent Terms and on such other terms as agreed therein.
- aa. Vide Power of Attorney dated 15th March, 2023 duly registered with the Joint Sub-Registrar at Borivali-9, Mumbai Suburban District on 21st March 2023 under Serial No. BRL-9-3633-2023 whereby Adarsh Dahisar Gaurav Co-operative Housing Society Limited granted Power of Attorney to M/s. Sangvi Lifespace Private Limited through its Director Rakesh Sanghvi and Rinku Rakesh Sanghvi as mentioned therein for the redevelopment of the said Property.
- bb. The Property card of the said Property shows that the Tenure of said Property is Commercial. As per the Property Card the area of the said property is 2494.00 sq. mtrs. (27.57 guntas equivalent to approximately 2718 square meters or there about as per 7/12). The Property Card stands under the name of said Society i.e. Adarsh Dahisar Gaurav Co-Operative Housing Society Limited and the Society's as Owner (Holder) of the said Property.

- cc. The 7/12 Extract of the said Property stands in the name of Mr. Bheru Hari Badre and as per the 7/12 Extract the area of the said Property is 27.57 guntas equivalent to approximately 2718 square meters or there about.
- dd. By and vide Undertaking cum Indemnity Bond dated 22nd June 2023 duly registered with Sub – Registrar of Assurances at Borivali, Mumbai under Serial No. BVI-5/10793/2023 executed by Rakesh Sanghvi the Director of M/s. Sangvi Lifespace Private Limited, the Developer has undertaken to abide by the terms and conditions as stated therein while redeveloping the said Property. Besides this Developer has informed that they have executed various stand undertakings, affidavits and guarantees, in favour of MCGM and or various other Government Bodies for approval of Plans for development of the said Property.
- ee. By and Vide Undertaking cum Indemnity Bond dated 27th July 2023 executed by Rakesh Sanghvi the Director of M/s. Sangvi Lifespace Private Limited in favor of Executive Engineer, R-2 Ward (WS – II), Building Proposal, MCGM wherein the Developer has undertaken that they have already applied for Plinth CC. Besides this the Developer has informed that they have applied for Railway NOC as well and any changes in Railway NOC will be inculcated/introduced in Plinth by the Developer.

2. Approvals and Permission

- a. The Developer through their Architect submitted the proposal for redevelopment of the said Property to The Building Proposal Department of the MCGM and accordingly the Building Proposal Department of the MCGM sanctioned the plans of the building/s submitted by the Developer and issued Intimation of Disapproval (IOD) dated 26th May, 2023 bearing Ref. No. P-16470/2023/(1111)/R/N WARD/DAHISAR R/N/337/1/NEW in respect of the said Property subject to the terms and conditions set out therein.
- b. The Developer submitted the Application for permission for development of the said Property to Executive Engineer of Building Proposal, Western Suburb II, R/N Ward of the MCGM and accordingly Executive Engineer of Building Proposal, Western Suburb II, R/N Ward of the MCGM granted permission to the Developer to carry out development and erect a building on the said Property and issued Commencement Certificate dated 27th July 2023 bearing Ref No. P-16470/2023/(1111)/R/N WARD/DAHISAR R/N/CC/1/NEW in respect of the said Property subject to the terms and conditions set out therein.

3. Constitution of M/s. Sangvi Lifespace Private Limited:

M/s. Sangvi Lifespace Private Limited (PAN NO. AAWCS4393R) (CIN NO. U70102MH2015PTC270277) is a private limited company registered with the Registrar of Companies, State of Maharashtra and having its Registered Office at 401, Rangoli Time Complex, Adjoining Premier Theatre, Dr. B.A. Road, Parel, Mumbai – 400 012, under the provisions of Companies Act, 2013.

4. Litigation:

We have been informed by the Society that a Suit bearing S.C. Suit No. 1130 of 1989 was filed by Anwar Haji and Ors. against erstwhile Owners i.e. the Mr. Vishwas V. Bhagwat and Ors. before Bombay City Civil Court. The said above referred suit was dismissed by Hon'ble City Civil Court vide Order dated 22.09.1995. Thereafter, the Plaintiff therein filed Notice of Motion bearing No. 5622 of 1995 for restoration of the above referred Suit and set aside dismissal order of suit. Vide Order dated 23rd February 2017, the Society herein was made party to the said Notice of Motion no. 5622 of 1995. The said Notice of Motion No. 5622 of 1995 also stands dismissed for want of prosecution vide Order dated 20th October 2022 passed by Hon'ble City Civil Court and hence the proceedings stand closed.

In response to the public notice dated 15th June, 2023 issued by us in daily newspapers namely Free Press Journal (English) as well as Navshakti (Marathi), we received an objection dated 28th June, 2023 from one Nanu Hormasjee & Co. (Regd.) on behalf of their clients i.e. Mr. Ateeq Anwar Agboatwala, Mr. Zubair Dawood Agboatwala and other legal heirs of Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala. We have perused the consents of the said objection and our comments / observation thereon are as under: -

- a) The Mr. Ateeq Anwar Agboatwala, Mr. Zubair Dawood Agboatwala and other legal heirs of Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala have briefly contended as under: -



- i. Mr. Ateeq Anwar Agboatwala, Mr. Zubair Dawood Agboatwala and others have claimed that they are legal heirs of Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala.
 - ii. The said Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala was the Owner of the larger tracts of agricultural lands in village Dahisar, Taluka Borivali, Bombay Suburban District including the said property i.e. Survey No. 30 Hissa No. 6.
 - iii. The said Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala died on or about 7th November, 1946.
 - iv. Some of legal heirs said Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala filed an administration suit bearing no. 3415 of 1947 for administration of the estate of the said deceased in the Hon'ble Bombay High Court. The said suit is still pending.
 - v. Vide an Order dated 30th June 1950 passed in the said administration Suit no. 3415 of 1947 the Court Receiver, High Court Bombay came to be appointed as the receiver of the entire estate of the deceased including the said Land.
 - vi. The Legal heirs of the said deceased had also filed a suit being Suit no. 1130 of 1989 in the Hon'ble Bombay City Civil Court challenging the Order dated 27th March 1964 passed by the Mamlatdar Borivali under the provisions of the section 32G of the Maharashtra Tenancy and Agricultural Lands Act, 1950 and the Certificate dated 20th August 1964 issued under Section 32M.
 - vii. The said suit came to be dismissed for default on 22nd September 1995 for non-service of Writ of Summons on the Defendants. The Legal heirs of the deceased on the knowledge of the dismissal of the suit immediately filed a Notice of Motion bearing no. 5622 of 1995 before the Hon'ble Bombay City Civil Court at Dindoshi for restoration of the same on 13th October 1995.
 - viii. Pursuant to the order dated 23rd February 2017, Adarsh Dahisar Gaurav CHS Ltd. have been made party to the said Notice of Motion. The said Notice of Motion is pending for hearing before the Hon'ble Bombay City Civil Court at Dindoshi.
 - ix. The said Property continues to be custodial legis pursuant to the Order dated 30th June 1950 passed by the Hon'ble Bombay High Court in the Administration Suit no. 3415 of 1947 as no order has been passed discharging the Court Receiver till date.
 - x. Hence, claiming that no right, title or interest can be created in the said land without the permission of the Hon'ble Bombay High Court and without the discharge of the Court Receiver. Any right created in violation of the said order shall be null and void and in clear contempt of the order dated 30th June 1950 and shall be liable for appropriate action.
- b) On perusal of the records and documents as provided to us by Society and Developer our comments / observation on the contentions of the said objection letter dated 28th June, 2023 raised by Mr. Ateeq Anwar Agboatwala, Mr. Zubair Dawood Agboatwala and other legal heirs of Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala are as under: -
- i. On perusal of Order dated Judgment and Order dated 27th March 1964, in Tenancy Case no. 79 of 1964, passed by Ld. Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) in application u/s. 32 (G) of Bombay Tenancy Agricultural Land of 1948 filed by Krishna Kalya Kharvi in respect of the said Land it can be observed that the Ld. Court Receiver, High Court Bombay appointed in said Suit no. 3415 of 1947 did participate in the said proceedings before Ld. Mamlatdar and Additional Land Tribunal (ALT) Borivali (BSD) and did file its reply 10th March, 1964 and have accepted the offer to purchase the said land and other properties stated therein by the Applicant therein i.e. Krishna Kalya Kharvi for the consideration stated therein i.e. Rs. 2700/-.
 - ii. Ld. Court Receiver, High Court Bombay appointed in said Suit no.3415 of 1947 vide its receipt dated 8th July, 1964 also received the consideration of Rs. 2700/- towards sale of said Land and other properties.
 - iii. The Suit bearing S.C. Suit No. 1130 of 1989 filed by one Anwar Haji and Ors. Against erstwhile owners i.e. the Mr. Vishwas V. Bhagwat and Ors. before Bombay City Civil Court. The said above referred suit was dismissed by Hon'ble City Civil Court vide Order dated 22nd September 1995.

- iv. Thereafter, the Plaintiff therein filed a Notice of Motion bearing No. 5622 of 1995 for restoration of the above referred Suit and set aside dismissal order of suit.
 - v. Vide an Order dated 23rd February 2017, the Society herein was made party to the said Notice of Motion no. 5622 of 1995.
 - vi. The said Notice of Motion No. 5622 of 1995 also stands dismissed for want of prosecution vide an Order dated 20th October 2022 passed by Hon'ble City Civil Court and hence the proceedings stand closed.
- c) In the circumstances stated above, we are of the opinion that there are no merits in the objection letter dated 28th June, 2023 addressed by Nanu Hormasjee & Co. (Regd.) on behalf of their clients i.e. Mr. Ateeq Anwar Agboatwala, Mr. Zubair Dawood Agboatwala and other legal heirs of Late. Mr. Hajee Alimohammed Hajee Cassum Agboatwala.

5. Title Observations:

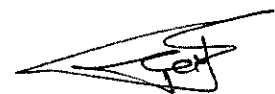
- i. Subject to what is stated herein above, the Owner of the said Property i.e. Adarsh Dahisar Gaurav Co-operative Housing Society Limited is the absolute owner of and seized and possessed of or otherwise well and sufficiently entitled to the said Property Limited and their title to the said property is clear, marketable and without any encumbrances. The Property Card also reflects the name of the Society.
- ii. There are no pending Litigations against the Owner or instituted by Owner or against the Developer or instituted by the Developer, as on the date of issuance of this report, apart from what is stated hereinabove.
- iii. Subject to what is stated herein above, the Developer i.e. Sangvi Lifespace Private Limited is well and sufficiently entitled to redevelop the said Property. The Developer's right to redevelop the said property in accordance with provisions of Development Control and Promotion Regulation, 2034 is clear, marketable and without any encumbrances, however subject to the compliance and observance of the terms and conditions laid down by the RERA and respective approving Authorities under various NOC's, Approvals and Permissions mentioned hereinabove or otherwise and Affidavits and Undertakings given from time to time.

6. Other Comments:

- i. We do not express any view about user, zoning, construction approvals, reservations, and development potential if any, that may pertain to or affect the property.
- ii. We have not carried out any search in the court records vis-a-vis the Society.
- iii. The present report is issued relying upon the Search Report of Search Clerk Mr. Sachin Pawar dated 13th August, 2018 read along with Search Report dated 15th September, 2020 and report dated 12th July 2023, referring the documents as produced by the Owner and Developer, Declaration dated 30th September, 2020 given by the Owner, Declaration dated 20th July 2023 given by the Owner and Declaration dated 20th July 2023 given by Developer.
- iv. In no circumstances shall the liability and responsibility of Lex Services, in contract or in tort, exceed the professional fees received in the context of carrying out the title verification and preparing these observations.

Dated this 29th day of July, 2023

For Lex Services



Adv. R. B. Singhvi
Proprietor