



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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NL/NAR/10344 /1258/2024

To,

MahaRERA

6th and 7th Floor, Housefin Bhavan,
Plot No. C- 21, E Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051

LEGAL TITLE REPORT

Re: All that piece and parcel of land admeasuring 53,192.35 square meters bearing CTS No.200 (part) of Village Wadhavali, Taluka Kurla, Chembur and District Mumbai Suburban, ("said Land"). The said Land with the structures standing thereon is hereinafter referred to as "the said Property".

1. We are investigating title of **CHANDAK REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 807-808, Hubtown Solaris, 8th Floor, N.S. Phadke Marg, Opposite Teli Gali, Near Regency Hotel, Andheri (E), Mumbai – 400 069 ("**the Developer**") to develop the said Property under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 ("**DCR**") and / or under the applicable provisions of the Development Control and Promotion Regulation for Greater Mumbai, 2034 ("**DCPR**"), as amended, modified and reinstated from time to time.

(i) **Description of the said Property:**

- (a) All that piece and parcel of land admeasuring 53,192.35 square meters bearing CTS No. 200 (part) of Village Wadhavali, Taluka Kurla, Chembur and District Mumbai Suburban, along with the structures standing thereon.

(ii) **Documents of allotment of the said Property:**

- (a) On perusal of the Revenue Records (as detailed in paragraph 1(iii) below), it appears that Government of Maharashtra is the owner of the said Land.
- (b) By and under the following deeds and documents (details of the same are set out in the Compendium (as defined below)), the said Societies have appointed Developer herein as the developer for

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undertaking development/re-development of the said Land, in the manner and on the terms and conditions as set out therein.

(i) **Ekta SRA Co-operative Housing Society Limited ("Ekta Society"):**

- (i) Development Agreement dated 14th February, 2023 executed by and between Ekta Society (therein referred to as 'the Society') of the One Part and the Developer (therein referred to as 'the Developers') of the Other Part.
- (ii) Power of Attorney dated 14th February 2023, executed by Ekta Society in favour of the Developer.
- (iii) Individual Agreements executed by and between the Developer of the One Part and the respective slum dwellers, being members of Ekta Society of the Other Part.

(ii) **Om Ganesh Nagar SRA Co-operative Housing Society Limited ("Om Ganesh Nagar Society"):**

- (i) Development Agreement dated 15th February, 2023 executed by and between Om Ganesh Nagar Society (therein referred to as 'the Society') of the One Part and the Developer (therein referred to as 'the Developers') of the Other Part.
- (ii) Power of Attorney dated 15th February 2023, executed by Om Ganesh Nagar Society in favour of the Developer.
- (iii) Individual Agreements executed by and between the Developer of the One Part and the respective slum dwellers, being members of Om Ganesh Nagar Society of the Other Part.

(iii) **Jai Hanuman Nagar SRA Co-operative Housing Society Limited ("Jai Hanuman Nagar Society"):**

- (i) Development Agreement dated 15th February, 2023 executed by and between Jai Hanuman Nagar Society (therein referred to as 'the Society') of the One Part and the Developer (therein referred to as 'the Developers') of the Other Part.
- (ii) Power of Attorney dated 15th February 2023, executed by Jai Hanuman Nagar Society in favour of the Developer.

- (iii) Individual Agreements executed by and between the Developer of the One Part and the respective slum dwellers, being members of Jai Hanuman Nagar Society of the Other Part.
- (iv) By and under revised Letter of Intent dated 3rd April, 2024 bearing Reference No. SRA/ENG/1694/ME/STGL/LOI issued by SRA ("**said LOI**"), SRA sanctioned the slum rehabilitation scheme on the said Land under the provisions of Regulation 33(10) of the DCPR in favor of the Developer, in the manner and on the terms and conditions as set out therein. The said LOI inter-alia reflects as follows:
 - (i) Sale Component admeasuring 1,29,778.86 square meters (1,29,262.86 square meters of slum area and 516 square meters of non-slum area) is sanctioned to be utilized on the said Land.
 - (ii) Rehab Component admeasuring 1,29,262.86 square meters is sanctioned to be utilized on the said Land

(iii) **Revenue Records**

- (a) We have perused Property Register Card dated 7th January 2022 with respect to CTS No.200 of Village Wadhavali and the same inter-alia reflects as follows:
 - (i) The land bearing CTS No.200 admeasures 1,62,533.30 square metres.
 - (ii) Government of Maharashtra is reflected as the owner of the land.
 - (iii) The tenure of the land is 'G'.
 - (iv) By and under an Order dated 23rd November, 1982 bearing Reference No. C/Desk/VI/LND.I.V/145 passed by the Additional Collector, the Additional Collector granted lease of a portion of the land admeasuring 40 square meters for a period of 30 (thirty) years in favour of the Bombay Suburban Electric Supply Limited, for the purpose of installing an electric sub-station, on the terms and conditions as set out therein. Further, by and under Letter dated 27th December 1983 addressed by the District Inspector of Land Records to the Additional Collector, it was, inter alia, stated that the possession of the land leased to Bombay Suburban Electric Supply Limited had been handed over on 30th September 1982.

- (v) The name of Bombay Suburban Electricity Supply Limited is recorded as Lessee with respect to an area admeasuring 40 square meters.
- (vi) An area admeasuring 42,500 square meters has been reserved for reservoir.
- (vii) By and under Orders dated 23rd December 1996 and 29th April, 1997 Public Work Department was recorded as the Holder with respect to an area admeasuring 10,228.2 square meters being a portion of the land. We have not perused copies of the orders.
- (viii) By and under Orders dated 20th January 1997 and 14th May, 1997 it was noted that as per D.P. Remark an area admeasuring 5,620 square meters was reserved for residential purpose. We have not perused copies of the orders.
- (ix) By an Order dated 31st December 2012 passed by the District Superintendent Land Records, Mumbai, the Application made by Rashtriya Chemicals & Fertilizers Limited was partly allowed and the matter was remanded back to the City Survey Officer to peruse the possession receipt and take joint measurement by taking inspection and thereafter to take the opinion of the District Collector, to proceed with incorporating the name of Rashtriya Chemicals & Fertilizers Limited.
- (x) By and under an Order dated 30th October 2013 the aforementioned order dated 31st December 2012 was revised and it was recorded that the City Survey Officer should proceed perusing the possession receipt and take joint measurement by taking inspection and thereafter proceed with incorporating the name of Rashtriya Chemicals & Fertilizers Limited.
- (xi) By and under an Order dated 21st July 2014 passed by the Hon'ble City Survey Officer, the City Survey Officer rejected the application of Rashtriya Chemicals & Fertilizers Limited and refused to record the name of Rashtriya Chemicals & Fertilizers Limited on the property card, in the manner as set out therein.
- (xii) By and under an order dated 1st March 2017, District Superintendent Land Record, Mumbai dismissed the Appeal No. 213 of 2015 before the Court of District Superintendent Land Record, Mumbai stating that there was no reason to interfere in the aforesaid Order dated 21st July 2014 passed by the District Collector. We have not

perused papers and proceedings filed in the aforesaid Appeal No. 213 of 2015 before the Court of District Superintendent Land Record, Mumbai.

(iv) **Searches undertaken at the office of Sub-Registrar of Assurances:**

- (a) We have caused searches to be undertaken at the office of the concerned Sub-Registrar of Assurances through search clerk. In this regard, the search clerk has furnished us search report dated 2nd November, 2023, details of the same are set out in the Compendium (as defined below).
2. On perusal of the above documents and the other relevant documents as set out in **Annexure "1"**, it appears that Government of Maharashtra is the owner of the said Land and subject to (i) all that is stated herein above and in the Compendium (defined below) (ii) the terms and conditions of all the approvals obtained/to be obtained by the Developer from time to time (including the said LOI) for the development of the said Property, (iii) the said Mortgage (as defined and set out in the Compendium), and (iv) pending litigations as set out in the Compendium, we are of the opinion that the Developer is entitled to undertake development of the said Property in accordance with the said LOI, as may be amended and modified from time to time and/or other applicable provisions of law, and such entitlement of the Developer is clear and marketable.
3. The Compendium on Title dated 4th April, 2024 ("**Compendium**") reflecting the flow of title of the Developer with respect to development of the said Property is enclosed herewith as **Annexure "1"**. This Legal Title Report must be read together with all that is stated in the **Annexure "1"**.

Dated this 4th day of April, 2024

For Wadia Ghandy & Co.



Partner

Encl:

1. **Annexure "1"** (Compendium dated 4th April, 2024)



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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Annexure "1"

(To the Legal Title Report dated 4th April, 2024)

COMPENDIUM ON TITLE

Re: All that piece and parcel of land admeasuring 53,192.35 square meters bearing CTS No.200 (part) of Village Wadhavali, Taluka Kurla, Chembur and District Mumbai Suburban, ("said Land"). The said Land with the structures standing thereon is hereinafter referred to as "the said Property". The said Land is more particularly described in the Schedule hereunder written.

A. INTRODUCTION

1. We are investigating title of **CHANDAK REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 807-808, Hubtown Solaris, 8th Floor, N.S. Phadke Marg, Opposite Teli Gali, Near Regency Hotel, Andheri (E), Mumbai – 400 069 ("**the Developer**") to develop the said Property under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 ("**DCR**") and / or under the applicable provisions of the Development Control and Promotion Regulation for Greater Mumbai, 2034 ("**DCPR**"), as amended, modified and reinstated from time to time.

B. STEPS

1. With respect to the investigation of title, we have undertaken the following steps:
 - (a) Inspected the original title deeds and documents with respect to the said Property, a list whereof is annexed hereto as **Annexure "A"**.
 - (b) Perused copies of the deeds, documents, and writings with respect to the said Property, a list whereof is annexed hereto as **Annexure "B"**.

- (c) Caused search clerk Mr. Ashish Jhaveri to undertake searches at the office of the concerned Sub-Registrar of Assurances for a period of 68 years from 1955 to 2023. We have relied on the Search Report dated 2nd November 2023 issued by Mr. Ashish Jhaveri, details whereof are set out in the Paragraph C.11.
- (d) Caused Jayshree Dagli & Associates to undertake searches of the Developer at the Registrar of Companies. We have relied on the Report dated 14th March 2024 issued by Jayshree Dagli & Associates, in this regard, detailed at Paragraph C.12.
- (e) Caused Cubic Tree Solutions Private Limited to undertake online litigation search of the Developer. We have relied on the Report dated 20th November 2023 issued by Cubic Tree Solutions Private Limited, in this regard, detailed at Paragraph C.13.
- (f) Caused the Simply CERSAI to undertake online CERSAI Searches of the said Land, details whereof are set out in the Paragraph C.14.
- (g) The Developer has furnished us a Declaration dated 4th April, 2024 pertaining to various facts in relation to the said Property ("**the Declaration**"). We have assumed the contents of the Declaration to be true and correct and have relied on the same.
- (h) We have been provided with the Licensed Surveyor' Certificate dated 19th March, 2024 ("**the said Certificate**") of V. S. Associates, Architects/Engineers & Consultants. We have assumed the contents of the said Certificate to be true and correct and have relied on the same.
- (i) We have issued Public Notices ("**the said Public Notices**") in the following newspapers:
 - (i) The Times of India (English) in its Mumbai Edition dated 20th June 2023; and
 - (ii) The Maharashtra Times (Marathi) in its Mumbai Edition dated 20th June 2023.

C. **OBSERVATIONS**

1. **Development of the said Property:**

- (a) On perusal of the Revenue Records (as detailed in paragraph C.3(l)(v) read with the said Certificate, it appears that Government of Maharashtra is the owner of the said Land.
- (b) The slum dwellers on the said Land have comprised themselves into 3 (three) societies namely (collectively referred to as **"the said Societies"**):
 - (i) Ekta Co-operative Housing Society Limited, a society registered under provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing Registration No. MUM/SRA/HSG/(TC)/12543/2015 dated 6th January 2015 (**"Ekta Society"**)
 - (ii) Jai Hanuman Nagar SRA Co-operative Housing Society Limited, a society registered under provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing Registration No. MUM/SRA/HSG/(TC)/12599/2015 dated 17th April 2015 (**"Jai Hanuman Nagar Society"**), and
 - (iii) Om Ganesh Nagar Co-operative Housing Society Limited, a society registered under provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing Registration No. MUM/SRA/HSG/(TC)/12487/2014 dated 4th July 2014 (**"Om Ganesh Nagar Society"**).
- (c) By and under various deeds and documents, the said Societies had earlier appointed Radius & Deserve Builders LLP (then known as Wadhwa & Deserve Builders LLP) (**"Erstwhile Developer"**) as the developer for undertaking development/re-development of the said Land, in the manner and on the terms and conditions as set out therein.
- (d) By and under Letter of Intent dated 30th March 2012 issued by Slum

Rehabilitation Authority ("**SRA**"), SRA sanctioned the slum rehabilitation scheme on the said Land under the provisions of Regulation 33(10) of the DCR ("**said Scheme**") in favour of the Erstwhile Developer, in the manner and on the terms and conditions as set out therein. The aforesaid Letter of Intent dated 30th March 2012 was revised vide Revised Letter of Intent dated 24th July 2013 issued by the SRA.

- (e) By and under an Order dated 28th February, 2013 bearing Reference No. LAND-2613/2/PR No.1/J-3 issued by the Government of Maharashtra, no objection has been granted with respect to the implementation of the slum rehabilitation scheme on a portion of the said Land admeasuring 47,471.60 square meters on which Ekta Society and Om Ganesh Nagar Society is located, in the manner and on the terms and conditions as set out therein.
- (f) By and under an Order dated 14th November, 2014 bearing Reference No. C/Office-2G/38/Kavi-71/202 passed by the District Collector, Mumbai Suburban District, the District Collector, no objection has been granted with respect to the implementation of the slum rehabilitation scheme on a portion of the said Land admeasuring 47,471.60 square meters, subject to the terms and conditions laid down in the Order dated 28th February, 2013 issued by the Government of Maharashtra and Order dated 26th August, 2014 issued by the Revenue Minister, and on the terms and conditions as set out therein. We have not perused a copy of the Order dated 26th August, 2014 issued by the Revenue Minister.
- (g) The Developer has declared that an amount of Rs. 58,11,16,900/- (Rupees Fifty Eight Crores Eleven Lakh and Sixteen Thousand Nine Hundred only) is to be paid to the Government of Maharashtra, as land premium, pursuant to the sanction of the said Scheme, as per the Notification dated 16th April, 2008 issued by the Government of Maharashtra ("**said Notification**") whereby the existing Rule 1.1 of Appendix 4 of DCR 33(10) is modified and premium is charged and levied by the SRA for undertaking slum rehabilitation scheme on the lands owned by the Government, Semi Government undertaking and local bodies at the rate of 25% of the value of the land (as per the Ready Reckoner value). The Developer has declared that till date, an amount

of Rs. 40,67,81,830/- (Rupees Forty Crore Sixty-Seven Lakhs Eighty-One Thousand Eight Hundred and Thirty only) has been paid towards the aforesaid land premium and the balance needs to be paid in the manner as is required under the law and the approvals granted in this regard.

- (h) Due to the failure of the Erstwhile Developer to implement the said Scheme and pay the rent to the Societies, the said Societies complained to the SRA about the breach of terms and conditions of the LOI by the Erstwhile Developers. Pursuant thereto, SRA initiated *suo moto* proceedings under section 13(2) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("**Slum Act**") for the removal of the Erstwhile Developer as the developer of the said Scheme.
- (i) By and under an Order dated 20th September 2021 ("**said Order**") passed by the SRA in the proceedings initiated under Section 13(2) of the Slum Act, SRA inter-alia:
 - (i) terminated the Erstwhile Developer as the developer under the said Scheme subject to the said Societies passing a general body resolution terminating the Erstwhile Developer as a Developer of the said scheme,
 - (ii) granted liberty to the said Societies for appointing a new developer of their choice, as per rules, regulations, and policy of the SRA,
 - (iii) directed the Executive Engineer, SRA to appoint a valuer to assess the work carried out by the Erstwhile Developer and the amount of actual expenditure incurred by the Erstwhile Developer towards implementation of the said Scheme, and
 - (iv) directed that the newly appointed developer to pay the Erstwhile Developer amount of actual expenses incurred by the Erstwhile Developer in respect of the said Scheme as determined by the government approved valuer.



- (j) The Developer has declared that the expenses incurred by the Erstwhile Developer while implementing the said Scheme have not yet been ascertained till date. The Developer has declared that the Developer shall pay such expenses incurred by the Erstwhile Developer while implementing the said Scheme, as per the provisions of the applicable law.
- (k) By and under various Resolutions passed by the said Societies in their respective General Body Meetings all held on 29th January 2023, all in the presence of Assistant Registrar, SRA, the said Societies confirmed the termination of Erstwhile Developer as the developer and appointed the Developer herein as the new developer for undertaking development/re-development of the said Property, in the manner as set out therein.
- (l) By and under Letter dated 31st January 2023, addressed by the Assistant Registrar, Co-operative Department, SRA to the Executive Engineer, SRA, wherein it is informed that the said Societies had with majority consent terminated the Erstwhile Developer as the developer and appointed the Developer herein as the new developer for implementation of the said Scheme.
- (m) By and under various deeds and documents, as are set out in **Annexure "C"**, the said Societies have appointed Developer herein as the new developer for undertaking development/re-development of the said Land, in the manner and on the terms and conditions as set out therein.
- (n) By and under Letter of Intent dated 12th April 2023 bearing Reference No. SRA/ENG/1694/ME/STGL/LOI issued by SRA, SRA sanctioned the slum rehabilitation scheme on the said Land in favor of the Developer, in the manner and on the terms and conditions as set out therein.
- (o) By and under an Order dated 28th August, 2023 bearing Reference No. LAND-2613/2/PR No.1/J-3 issued by the Government of Maharashtra, no objection has been granted with respect to the implementation of the slum rehabilitation scheme on a portion of the





said Land admeasuring 5,720.75 square meters on which Jai Hanuman Nagar Society is located, in the manner and on the terms and conditions as set out therein.

- (p) By and under revised Letter of Intent dated 3rd April, 2024 bearing Reference No. SRA/ENG/1694/ME/STGL/LOI issued by SRA ("said LOI"), SRA sanctioned the slum rehabilitation scheme on the said Land under the provisions of Regulation 33(10) of the DCPR in favor of the Developer, in the manner and on the terms and conditions as set out therein. The said LOI *inter-alia* reflects as follows:
- (i) Sale Component admeasuring 1,29,778.86 square meters (1,29,262.86 square meters of slum area and 516 square meters of non-slum area) is sanctioned to be utilized on the said Land.
 - (ii) Rehab Component admeasuring 1,29,262.86 square meters is sanctioned to be utilized on the said Land.

2. **Annexure II**

- (a) By and under Letter dated 13th September 2023, addressed by Tehasildar -3, SRA to the Executive Engineer, SRA, it is recorded that as per the various Annexure II read along with the various Supplemental Annexure II issued by the competent authorities from time to time in respect of Ekta Society, there are 894 slum dwellers reflected in the revised Annexure II issued by the competent authorities. The Letter dated 13th September 2023 *inter-alia* reflects as follows:
- (i) Out of total 894 slum dwellers, 418 slum dwellers are presently found to be eligible for rehabilitation.
 - (ii) 439 slum dwellers are presently found to be ineligible for rehabilitation.
 - (iii) Eligibility of 36 slum dwellers was yet to be decided.
 - (iv) Eligibility of 1 slum dweller was to be decided upon payment of the applicable amount to the competent authority.





- (b) Details of the Annexure II and the Supplemental Annexure and further orders passed by the competent authorities in relation to the eligibility of the slum dwellers of Ekta Society are set out in the **Part A** of the **Annexure "D"**
- (c) By and under Letter dated 13th September 2023, addressed by Tehasildar-3, SRA to the Executive Engineer, SRA, it is recorded that as per the various Annexure II read along with the various Supplemental Annexure II issued by the competent authorities from time to time in respect of Jai Hanuman Nagar Society, there are 305 slum dwellers mentioned in the Annexure II issued by the competent authorities. The Letter dated 13th September 2023 inter-alia mention as follows:
 - (i) Out of total 305 slum dwellers, 127 slum dwellers are presently found to be eligible for rehabilitation.
 - (ii) 171 slum dwellers are presently found to be ineligible for rehabilitation.
 - (iii) Eligibility of 7 slum dwellers was yet to be decided.
- (d) Details of the Annexure II and the Supplemental Annexure and further orders passed by the competent authorities in relation to the eligibility of the slum dwellers of Jai Hanuman Nagar Society are set out in the **Part B** of the **Annexure "D"**.
- (e) By and under Letter dated 13th September 2023, addressed by Tehsildar -3, SRA to the Executive Engineer, SRA, it is recorded that as per the various Annexure II read along with the various Supplemental Annexure II issued by the competent authorities from time to time in respect of Om Ganesh Nagar Society, there are 1,274 slum dwellers reflected on the Annexure II issued by the competent authorities. The Letter dated 13th September 2023 inter-alia reflects as follows:
 - (i) Out of total 1,274 slum dwellers, 671 slum dwellers are presently found to be eligible for rehabilitation.



- (ii) 567 slum dwellers are presently found to be ineligible for rehabilitation.
- (iii) Eligibility of 35 slum dwellers was yet to be decided.
- (iv) Eligibility of 1 slum dweller was to be decided upon payment of the applicable amount to the competent authority.
- (f) Details of the Annexure II and the Supplemental Annexure and further orders passed by the competent authorities in relation to the eligibility of the slum dwellers of Om Ganesh Nagar Society are set out in the **Part C of the Annexure "D"**,
- (g) The aforesaid Annexure II of the said Societies reflects that the said Land is a censused slum.

3. **Approvals and Permissions**

- (a) By and under Letter dated 6th February 2013 bearing reference No. ED/MUIP/APLR/Wadhwa/13/10, the Chief Engineer granted it's no objection for construction of a 12.2-meter-wide road in Village Wadhavali, in the manner as and on the terms and conditions as set out therein.
- (b) By and under Letter dated 23rd July 2013 bearing Reference No. TLJ/LM-01 (VGK)/530, TATA Power granted no objection for the proposed development to be undertaken on the said Land, in the manner as and on the terms and conditions as set out therein.
- (c) By and under Letter dated 26th March 2014, Executive Engineer, SRA recorded that the plans submitted for the layout/subdivision/amalgamation of the said Land were approved as per the DCR, in the manner as and on the terms and conditions as set out therein.
- (d) By and under Letter dated 30th April, 2014, the Maharashtra Pollution Control Board ("**MPCB**") granted its Consent to Establish, under the



provisions of Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 with respect to development of the said Land, in the manner as and on the terms and conditions as set out therein.

- (e) By and under Letter dated 8th January 2016 bearing Reference No. BT-1/NOCC/CS/MUM/14/NOCAS/223, Airports Authority of India granted no objection for the construction of buildings on the said Land, upto a height of 161.2 metres AMSL (above mean sea level), in the manner as and on the terms and conditions as set out therein.
- (f) By and under Letter dated 8th January, 2016 bearing Reference No. BT-1/NOCC/CS/MUM/13/NOCAS/742, Airports Authority of India granted no objection for the construction of buildings on the said Land, upto a height of 161.2 metres AMSL (above mean sea level), in the manner as and on the terms and conditions as set out therein. By and under Letter dated 14th September, 2023 bearing Reference No. AA/RHQ/WR/DoAS/Rev./MUM/13/742/53/283, Airports Authority of India have revalidated the aforesaid no objection, in the manner as set out therein.
- (g) By and under Letter dated 19th May, 2016 bearing Consent No. MPCB/16/06623, the MPCB granted Consent to Establish under the provisions of Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 with respect to development of the said Land, in the manner as and on the terms and conditions as set out therein.
- (h) By and under Letter dated 14th July, 2016 bearing Consent No. SROM-III/MPCM/16/08989, MPCB granted its Consent to Operate under the provisions of Section 26 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981 with respect to development of the said Land, valid up to 30th June, 2019, in the manner as and on the terms and conditions as set out therein.
- (i) By and under a Letter dated 6th December 2018 bearing Reference No. DCSEM/5/276/2006(L)/Vol.III/472, the Department of Atomic Energy granted no objection for undertaking slum rehabilitation scheme on the



land bearing CTS No. 200 (part) of Village Wadhavali, in the manner as and on the terms and conditions as set out therein.

- (j) By and under Letter dated 26th March 2019, the State Level Environmental Impact Assessment Authority revised the clearance, accorded under the provisions of Environment (Protection) Act, 1986 read with the Environmental Impact Assessment Notification, 2006, with respect to development / re-development of the said Property, in the manner as and on the terms and conditions as set out therein.

(k) **Rehabilitation Buildings:**

(i) **Mumbai Fire Brigade NOC:**

- a. By and under Letter dated 3rd June 2013 bearing Reference No. FB/HR/RV/24 read with Letter dated 25th January, 2016 bearing Reference No. FB/HR/RV/247, Mumbai Fire Brigade, MCGM has granted no objection with respect to the high rise residential Rehab Building No.1 proposed to be constructed on the said Land, in the manner as and on the terms and conditions as set out therein.
- b. By and under Letter dated 3rd June 2013 bearing Reference No. FB/HR/RV/25 read with Letter dated 14th June, 2016 bearing Reference No. FB/HR/R V/30, Mumbai Fire Brigade, MCGM has granted no objection with respect to the high rise residential Rehab Building No. 2 proposed to be constructed on the said Land, in the manner as and on the terms and conditions as set out therein.
- c. By and under Letter dated 3rd June 2013 bearing Reference No. FB/HR/RV/26, Mumbai Fire Brigade, MCGM has granted no objection with respect to the high-rise residential Rehab Building No. 3 proposed to be constructed on the said Land, in the manner as and on

the terms and conditions as set out therein.

- d. By and under Letter dated 3rd June 2013 bearing Reference No. FB/HR/RV/27, Mumbai Fire Brigade, MCGM has granted no objection with respect to the high-rise residential Rehab Building No. 4 proposed to be constructed on the said Land, in the manner as and on the terms and conditions as set out therein.
- e. By and under Letter dated 3rd June 2013 bearing Reference No. FB/HR/RV/28, Mumbai Fire Brigade, MCGM has granted no objection with respect to the high-rise residential Rehab Building No. 5 proposed to be constructed on the said Land, in the manner as and on the terms and conditions as set out therein.
- f. By and under Letter dated 3rd June 2013 bearing Reference No. FB/HR/RV/29, Mumbai Fire Brigade, MCGM has granted no objection with respect to the high rise residential Rehab Building No. 6 proposed to be constructed on the said Land, in the manner as and on the terms and conditions as set out therein.
- g. By and under Letter dated 3rd June 2013 bearing Reference No. FB/HR/RV/30, Mumbai Fire Brigade, MCGM has granted no objection with respect to the high-rise residential Rehab Building No. 6A proposed to be constructed on the said Land, in the manner as and on the terms and conditions as set out therein.
- h. By and under Letter dated 25th January, 2016 bearing Reference No.FB/HR/RV/247 Mumbai Fire Brigade, MCGM has granted no objection with respect to the high rise residential Rehab Building No.1 proposed to be constructed on the said Land in accordance with the amended plan, in the manner as and on the terms and conditions as set out therein.



(ii) Intimation of Approval

- a. SRA issued Intimation of Approval dated 4th October 2013 bearing Reference No. SRA/ENG/2853/ME/STGL/AP for construction of Rehab Building No. 1 on a portion of the said Land, in the manner as and on the terms and conditions as set out therein. By and under Letter dated 12th October 2015, SRA approved the amended buildings plans for Rehab Building No. 1, in the manner as and on the terms and conditions as set out therein. By and under Letter dated 4th May 2016, SRA approved the amended buildings plans for Rehab Building No.1, in the manner as and on the terms and conditions as set out therein.
- b. SRA issued Intimation of Approval dated 26th May 2014 bearing Reference No.SRA/ENG/3043/ME/STGL/AP for construction of Rehab Building No. 2 on a portion of the said Land, in the manner as and on the terms and conditions as set out therein. By and under Letter dated 14th September 2016, SRA approved the amended buildings plans for Rehab Building No. 2, in the manner as and on the terms and conditions as set out therein.
- c. SRA issued Intimation of Approval dated 26th May 2014 bearing Reference No. SRA/ENG/3042/ME/STGL/AP for construction of Rehab Building No. 3 on a portion of the said Land, in the manner as and on the terms and conditions as set out therein. By and under Letter dated 21st March 2017, SRA approved the amended buildings plans for Rehab Building No. 3, in the manner as and on the terms and conditions as set out therein.
- d. SRA issued Intimation of Approval dated 26th May 2014 bearing Reference No.SRA/ENG/3044/ME/STGL/AP for construction of Rehab Building No.4 on a portion of the

said Land, in the manner as and on the terms and conditions as set out therein. By and under Letter dated 21st March 2017 addressed by SRA to Mr. Manoj Vishwakarma, SRA approved the amended buildings plans for Rehab Building No. 4, in the manner as and on the terms and conditions as set out therein.

- e. SRA issued Intimation of Approval dated 6th November 2017 bearing Reference No. SRA/ENG/ME/STGOVT/0052/20100420 for construction of Rehab Building No. 5 on a portion of the said Land, in the manner as and on the terms and conditions as set out therein.

(iii) Commencement Certificate

- a. SRA issued Commencement Certificate dated 18th December, 2014 revalidated from time to time and last revalidated on 22nd January, 2019 bearing Reference No. SRA/ENG/2853/ME/STGL/AP for construction of Rehab Building No.1 up to 23 upper floors, terrace, and top slab of OHT / LMR level, as per approved amended plan dated 4th May, 2016, in the manner as and on the terms and conditions as set out therein.
- b. SRA issued Commencement Certificate dated 23rd April, 2015 revalidated from time to time and last revalidated on 22nd January, 2019, bearing Reference No. SRA/ENG/3043/ME/STGL/AP, for construction of Rehab Building No.2 upto the 22nd upper floor, terrace, and top slab of OHT / LMR level as per approved amended plan dated 14th September, 2016, in the manner as and on the terms and conditions as set out therein.
- c. SRA issued Commencement Certificate dated 23rd April, 2015 revalidated from time to time and last revalidated on 22nd January, 2019, bearing Reference No.



SRA/ENG/3042/ME/STGL/AP, for construction of Rehab Building No. 3 up to 23rd upper floors, terrace, and top slab of OHT / LMR level as per approved amended plan dated 21st March, 2017, in the manner as and on the terms and conditions as set out therein.

- d. SRA issued Commencement Certificate dated 2nd May, 2016 and last revalidated on 22nd January, 2019 bearing Reference No.SRA/ENG/3044/ME/STGL/AP for construction of Rehab Building No. 4 upto 22nd floor, terrace, and top slab of OHT / LMR, as per approved amended plan dated 21st March, 2017, in the manner as and on the terms and conditions as set out therein.
- e. SRA issued Commencement Certificate dated 6th November 2017 bearing Reference No. ME/STGOVT/0052/201/00/420 for construction of Rehab Building No. 5 up to plinth level, in the manner as and on the terms and conditions as set out therein.

(I) **Free Sale Building**

- (i) By and under Letter dated 2nd April 2018 bearing Reference No. FB/HRC/RV/15, Mumbai Fire Brigade, MCGM has granted no objection with respect to the highrise residential Sale Building proposed to be constructed on the said Land, in the manner and on the terms and conditions as setout therein..
- (ii) SRA issued Intimation of Approval dated 20th August 2015 bearing Reference No. SRA/ENG/3262/ME/STGL/AP for construction of Sale Buildings on a portion of the said Land, in the manner as and on the terms and conditions as setout therein.
- (iii) By and under a Letter dated 11th May 2018, SRA approved the amended buildings plans for Sale Building No. 1, in the manner as and on the terms and conditions as setout therein. These amended buildings reflects that the Sale Building No.1 shall



comprise of Towers 1 to 8 having the following details:

- a. Tower 1 shall comprise of Ground/ Stilt plus 1st Podium, 2nd Podium, 3rd Podium to 6th Podium floor / 1st to 4th Habitable Floor, 5th Habitable Floor, 7th Podium Amenity Top Level / 6th Habitable Floor, 7th to 38th upper floors.
- b. Tower 2 shall comprise of Ground/ Stilt plus 1st Podium, 2nd Podium, 3rd Podium to 6th Podium Floor / 1st to 4th Habitable Floor, 5th Habitable Floor, 7th Podium Amenity Top Level / 6th Habitable Floor, 7th to 11th upper floors.
- c. Tower 3 shall comprise of Ground / Stilt plus 1st Podium, 2nd Podium, 3rd Podium to 6th Podium Floor / 1st to 4th Habitable Floor, 5th Habitable Floor, 7th Podium Amenity Top Level / 6th Habitable Floor, 7th to 38th upper floors.
- d. Tower 4 shall comprise of 5th, 6th Podium Floor / 3rd, 4th Habitable Floor, 5th Habitable Floor, 7th Podium Amenity Top Level (Club House) / 6th Habitable Floor, 7th to 14th upper floors.
- e. Tower 5 shall comprise of 5th, 6th Podium Floor / 3rd, 4th Habitable Floor, 5th Habitable Floor, 7th Podium Amenity / Top Level (Club House) / 6th Habitable Floor, 7th to 14th upper floors.
- f. Tower 6 (A and B) shall comprise of Ground / Stilt plus 1st Podium to 5th Podium Floor, 6th Podium, Podium top Amenities Floor, 6th Habitable floor to 38th Habitable Floor
- g. Tower 7 shall comprise of Ground / Stilt plus 1st Podium Floor to 3rd Podium Floor, 4th to 6th Podium / 2nd to 4th Habitable Floor, 5th Habitable Floor, 7th Podium Amenity Top Level / 6th Habitable Floor, 7th to 38th upper floors. The building height shall be 123.80 meters and the LMR Top height shall be 129.80 meters.



- h. Tower 8 shall comprise of Ground / Stilt plus 1st Podium to 6th Podium Floor/ 2nd to 4th Habitable Floor, 5th Habitable Floor, 7th Podium Amenity Top Level / 6th Habitable Floor 7th to 38th upper floors.
- (iv) SRA issued Commencement Certificate dated 7th June 2017 and last revalidated on 14th May 2018 bearing Reference No. SRA/ENG/3044/ME/STGL/AP for construction of the Sale Building on a portion of the said Land up to the plinth level (i.e. stilt level) as per approved amended plan dated 11th May 2018 in the manner as and on the terms and conditions as setout therein.
- (v) By and under a Letter dated 25th June 2019 bearing Reference No. CHE/HRB-824/DPWS, MCGM accepted the proposal for construction of High-Rise Sale Building No. 1 in the manner as and on the terms and conditions as setout therein.

4. **Revenue Records**

- (a) We have perused Property Register Card dated 7th January 2022 with respect to CTS No.200 of Village Wadhavali and the same inter-alia reflects as follows:
 - (i) The land bearing CTS No.200 admeasures 1,62,533.30 square metres.
 - (ii) Government of Maharashtra is reflected as the owner of the land.
 - (iii) The tenure of the land is 'G'.
 - (iv) By and under an Order dated 23rd November, 1982 bearing Reference No. C/Desk/VI/LND.I.V/145 passed by the Additional Collector, the Additional Collector granted lease of a portion of the land admeasuring 40 square meters for a period of 30 (thirty) years in favour of the Bombay Suburban Electric Supply Limited, for the purpose of installing an electric sub-station, on the terms



and conditions as set out therein. Further, by and under Letter dated 27th December 1983 addressed by the District Inspector of Land Records to the Additional Collector, it was, inter alia, stated that the possession of the land leased to Bombay Suburban Electric Supply Limited had been handed over on 30th September 1982.

- (v) The name of Bombay Suburban Electricity Supply Limited is recorded as Lessee with respect to an area admeasuring 40 square meters.
- (vi) An area admeasuring 42,500 square meters has been reserved for reservoir.
- (vii) By and under Orders dated 23rd December 1996 and 29th April, 1997 Public Work Department was recorded as the Holder with respect to an area admeasuring 10,228.2 square meters being a portion of the land. We have not perused copies of the orders.
- (viii) By and under Orders dated 20th January 1997 and 14th May, 1997 it was noted that as per D.P. Remark an area admeasuring 5,620 square meters was reserved for residential purpose. We have not perused copies of the orders.
- (ix) By an Order dated 31st December 2012 passed by the District Superintendent Land Records, Mumbai, the Application made by Rashtriya Chemicals & Fertilizers Limited was partly allowed and the matter was remanded back to the City Survey Officer to peruse the possession receipt and take joint measurement by taking inspection and thereafter to take the opinion of the District Collector, to proceed with incorporating the name of Rashtriya Chemicals & Fertilizers Limited.
- (x) By and under an Order dated 30th October 2013 the aforementioned order dated 31st December 2012 was revised and it was recorded that the City Survey Officer should proceed perusing the possession receipt and take joint measurement by taking inspection and thereafter proceed with incorporating the name of Rashtriya Chemicals & Fertilizers Limited.



- (xi) By and under an Order dated 21st July 2014 passed by the Hon'ble City Survey Officer, the City Survey Officer rejected the application of Rashtriya Chemicals & Fertilizers Limited and refused to record the name of Rashtriya Chemicals & Fertilizers Limited on the property card, in the manner as set out therein.
 - (xii) By and under an order dated 1st March 2017, District Superintendent Land Record, Mumbai dismissed the Appeal No. 213 of 2015 before the Court of District Superintendent Land Record, Mumbai stating that there was no reason to interfere in the aforesaid Order dated 21st July 2014 passed by the District Collector. We have not perused papers and proceedings filed in the aforesaid Appeal No. 213 of 2015 before the Court of District Superintendent Land Record, Mumbai.
- (b) The Licensed Surveyor has vide the said Certificate certified as follows:
- (i) the land leased to Bombay Suburban Electricity Supply Limited as per the Property Register Card dated 7th January 2022 with respect to CTS No. 200 of Village Wadhavali does not form part of the said Land,
 - (ii) the allotted to the Public Work Department as per the Property Register Card dated 7th January 2022 with respect to CTS No. 200 of Village Wadhavali does not form part of the said Land, and
 - (iii) a portion of the land out of the land reserved for reservoir (i.e. land admeasuring 1,189.80 square meters) and the balance land reserve for reservoir does not form part of the said Land.

5. **Mortgages**

- (a) By and under a Deed of Mortgage dated 14th March, 2024 executed by and between the Developer (therein referred to as Issued or Mortgagor) of the One Part and the Catalyst Trusteeship Limited (therein referred to as the Debenture Trustee or Mortgagee) of the Other Part and



registered with the office of the Sub-Registrar of Assurances at Serial No. KRL-2/5605 of 2024, the Developer has mortgaged (i) the right, title, interest and benefit of the Developer in the Earmarked Area (an area admeasuring 87,886 square feet carpet area in Phase 1 Project (defined therein) to be constructed on the said Land), Earmarked Units (comprised in the Earmarked Area) together with proportionate right, title, interest and benefit of the Developer in development rights in relation to the said Property and (ii) rights, title, interest, benefits, claims and demands inter-alia in respect of 25% Project Receivables (defined therein) and 25% Escrow Account (defined therein), in favour of the Mortgagee therein, to secure the repayment of 1,250 (one thousand two hundred and fifty) secured, unrated, unlisted, redeemable, zero coupon, non-convertible debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, in two tranches, aggregating up to Rs. 125,00,00,000/- (Rupees One Hundred and Twenty Five Crores only) issued / to be issued by the Developer ("**the said Mortgage**"), in the manner and on the terms and conditions as set out therein.

- (b) The Developer has declared that save and except the said Mortgage, the Developer has not created any mortgages and / or encumbrances with respect to the rights of the Developer in the said Property and / or development thereof and/or the said Scheme.
- (c) On perusal of the Sub Registrar Report (defined below) and CERSAI Reports (defined below), it appears that the Erstwhile Developer has created mortgages in respect of the buildings to be constructed on the said Property by utilization of the free sale component of the said Scheme (or part thereof) and/or the development rights thereof (or part thereof), by and under and in the manner as setout in the deeds and documents are setout in **Annexure "F"**. As stated above, the Erstwhile Developer has been terminated as the developer of the said Property, pursuant to the proceedings under Section 13(2) of the Slum Act. Further, by and under Order dated 27th September, 2023 passed by the Hon'ble National Company Law Tribunal, Mumbai ("**NCLT**") in Company Petition (IB) No. 592/MB-VI/2022 filed by Amit Infra-Logic (India) Private Limited under Section 9 of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") against the Erstwhile Developer, the petition has been admitted and the Corporate Insolvency Resolution Process has been





commenced against the Erstwhile Developer ("IBC Order").

6. **Third Party Rights**

- (a) The Developer has declared that the Developer has not created any third party rights in respect of the said Property.
- (b) There are allotments and pre-sales undertaken by the Erstwhile Developer with regards to the premises in the Free Sale Project (defined below), as reflected on the RERA Website (defined below). However, as stated above, the Erstwhile Developer has been terminated as the developer of the said Property pursuant to the proceedings under Section 13(2) of the Slum Act. Further, the Corporate Insolvency Resolution Process has been commenced against the Erstwhile Developer vide the aforesaid IBC Order dated 27th September 2023.

7. **RERA**

- (a) The Developer has declared as follows:
 - (i) The Erstwhile Developer had proposed construction of Tower Nos. 1 to 8 ("**said Towers**") on a portion of the said Land ("**Free Sale Land**") by utilization of the free sale component ("**Free Sale Component**") of the said Scheme.
 - (ii) Accordingly, the Erstwhile Developer registered the development of the said Towers as 2 (two) separate real estate projects with Maharashtra Real Estate Regulatory Authority ("**MAHARERA**") under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**"), in the following manner:
 - a. Tower 2, 4, 5, 7 and 8 have been registered as real estate project as 'Anantya 1A' under Registration No. P51800005533. MAHARERA has issued a Certificate dated 9th September 2023 in respect of the same in favour of the Erstwhile Developer ("**REP Anantya 1A**").





- b. Tower 1, 3 and 6 have been registered as real estate project as 'Anantya 1B' under Registration No. P51800009827. MAHARERA has issued a Certificate dated 9th September 2023 in respect of the same in favour of the Erstwhile Developer ("REP Anantya 1B").
- (iii) Pursuant to the Developer being appointed as the developer for the said Property, the Developer has made 2 (two) Applications, both dated 25th October 2023 to MAHARERA for change of promoter for making the Developer as promoter of REP Anantya 1A and REP Anantya 1B under the provisions of the RERA Act, in the manner as set out therein and the same are pending.
- (iv) By and under an Order dated 27th March, 2023 passed pursuant to date of Hearing 12th March, 2024 by MAHARERA in Suo Moto Case No. 300 of 2024 and Suo Moto Case No. 301 of 2024, MAHARERA directed (i) the Developer to apply to MAHARERA for a new/ fresh registration number with respect to the REP Anantya 1A and REP Anantya 1B and (ii) the registration of REP Anantya 1A and REP Anantya 1B be kept in abeyance, in the manner as setout therein. On perusal of the aforesaid Order, it appears that the date of the Order is inadvertently mentioned as 27th March, 2023 instead of 27th March, 2024 ("the RERA Order").
- (v) The Developer has declared that the Developer is in process of filing an application to MAHAREEA in terms of the RERA Order in respect of development of inter-alia the said Towers.

8. Litigation

- (a) Application filed by Geeta Perumal Tewar before SRA, seeking directions for payment of rent by the Developer:
 - (i) By and under a Letter dated 10th October, 2023 addressed by the Assistant Registrar, SRA to the Developer, SRA directed the Developer to file a written reply in relation to the outstanding rent



to be paid by the Developer to the Applicant therein.

- (ii) By and under a Letter dated 13th November 2023 addressed by the Developer to Assistant Registrar, SRA and Nodal Officer (M/E), SRA, the Developer replied to the aforesaid Letter dated 10th October, 2023, inter-alia stating that the Developer has already requested Geeta Perumal Tewar to collect the cheques however Geeta Perumal Tewar refused to collect the same.
 - (iii) By and under a Letter dated 14th December 2023 addressed by the Developer to the Assistant Registrar (E. S.), SRA, the Developer submitted the payment details made to Geeta Perumal Tewar, in the manner as set out therein.
 - (iv) By and under a Letter dated 28th December, 2023 addressed by Geeta Perumal Tewar to the Assistant Registrar, SRA, Geeta Perumal Tewar inter-alia requested the Assistant Registrar, SRA to direct the Developer to pay an amount of Rs. 4,74,737/- (Rupees Four Lakh Seventy-Four Thousand Seven Hundred and Thirty-Seven only) as rent to Geeta Perumal Tewar.
 - (v) By and under a Letter dated 20th February, 2024 addressed by the Developer to (i) the Assistant Registrar, SRA and (ii) Nodal Officer (M/E), SRA, the Developer has inter-alia stated that the Developer has already paid an amount of Rs. 2,77,500/- (Rupees Two Lakh Seventy Seven Thousand Five Hundred only) towards rent in the manner as set out therein and in view thereof, the Developer has prayed for the captioned Complaint to be dismissed.
 - (vi) The Developer has declared that in pursuance of the hearing before the Assistant Registrar on 28th March 2024, the captioned matter has been reserved for orders.
- (b) Application filed by (1) Shimladevi Jaiswal and (2) Razia Hussain Shaikh, before SRA:



- (i) By and under a Letter dated 8th September, 2023 addressed by the SRA to the Developer, SRA directed the Developer to file a written reply in relation to the outstanding rent to be paid by the Developer to (1) Shimpladevi Jaiswal being an amount of Rs. 6,87,195/- (Rupees Six Lakh Eighty-Seven Thousand One Hundred and Ninety-Five only) and Razia Hussain Shaikh being an amount of Rs. 10,91,651/- (Rupees Ten Lakh Ninety-One Thousand Six Hundred and Fifty-One only).
 - (ii) By and under a Letter dated 18th September, 2023 addressed by the Developer to Assistant Registrar, SRA and Nodal Officer (M/E), SRA, the Developer replied to the aforesaid Letter dated 8th September, 2023, inter-alia stating that the Developer has already forwarded cheques for the payment of rent to (1) Shimpladevi Jaiswal and (2) Razia Hussain Shaikh however, (1) Shimpladevi Jaiswal and (2) Razia Hussain Shaikh refused to collect the same.
 - (iii) By and under a Letter dated 10th October 2023 addressed by the Assistant Registrar, SRA to the Developer, SRA directed the Developer to file a written reply in relation to the outstanding rent to be paid by the Developer to the Applicant therein.
 - (iv) By and under Letter dated 1st December 2023 addressed by the Developer to Assistant Registrar and Nodal Officer (M/E), SRA, the Developer replied to the aforesaid Letter dated 8th September 2023, inter-alia stating that the Complainant viz. Shimpladevi Jaiswal refused to collect the cheques of rent amount drawn by the Developer. The Developer has declared that the Developer has requested the Complainant therein to provide Complainant's bank account details to enable Developer to transfer the rent amounts via RTGS, however, the Complainant therein has failed to provide the same to Developer.
 - (v) The Developer has declared that the next date of the captioned matter is 16th April 2024.
- (c) Application filed by Razia Anis Shaikh before SRA:



- (i) By and under a Letter dated 16th October 2023 and 27th October 2023 addressed by the SRA to the Developer, SRA *inter-alia* directed the Developer in relation to the outstanding rent to be paid by the Developer to the Applicant therein.
- (ii) By and under a Letter dated 26th October, 2023 addressed by the Developer to (1) Razia Anis Shaikh, (2) Chief Executive Officer, SRA and (3) Assistant Registrar, SRA, the Developer replied to the Letter addressed by Razia Anis Shaikh to the Developer, *inter-alia* denying the contents therein, in the manner as set out therein.
- (iii) By and under Letter dated 2nd November, 2023 addressed by the Developer to Assistant Registrar (E. S.) SRA, the Developer replied to the Notice dated 16th October, 2023 bearing TCC No. 3/SRA/CO/OW/2023/45914 issued by SRA, *inter-alia* stating that the Developer has been duly paying rent to the Applicant therein, as per the data received from the said Societies, and that the Applicants shall be directed to provide documents in support of the claim, if any.
- (iv) By and under Letter dated 9th December, 2023 addressed by the Developer to the Assistant Registrar (E.S.) SRA, the Developer has *inter-alia* stated that the Developer has already paid such amounts towards rent to Razia Anis Khan, in the manner as set out therein.
- (v) By and under a Letter dated 15th February 2024 addressed by the SRA to the Developer, SRA *inter-alia* directed the Developer to file a written reply in relation to the outstanding rent to be paid by the Developer to the Applicant therein, in pursuance to a Letter dated 16th January, 2024 addressed by Razia Anis Shaikh to SRA. We have not perused copy of the aforesaid Letter dated 16th January, 2024 addressed by Razia Anis Shaikh to SRA.
- (vi) The Developer has declared that the Developer is in the process of filing a written reply in the captioned matter.



(d) Application filed by Narayan Babu Poojari before SRA:

- (i) By and under an undated Letter addressed by Narayan Babu Poojari to (1) the Chief Executive Officer, SRA, (2) Assistant Registrar of SRA and (3) Tehsildar, SRA, Narayan Babu Poojari sought directions for payment of outstanding rent up to 12th December 2023 being an amount of Rs. 7,73,233/- (Rupees Seven Lakh Seventy-Three Thousand Two Hundred and Thirty-Three) to be paid by the Developer.
- (ii) By and under a Letter dated 13th June 2023 addressed by the SRA to the Developer, SRA referred to the aforesaid Letter of Narayan Babu Poojari and directed the Developer to file a written reply thereto, if any, as stated therein.

(e) Application filed by Nirmala Ganpat Taral before SRA:

- (i) By and under a Letter addressed by Nirmala Ganpat Taral to (1) the Chief Executive Officer, SRA, (2) Assistant Registrar of SRA and (3) Tahasildar, SRA, Nirmala Ganpat Taral sought directions for payment of outstanding rent upto 5th February, 2024 being an amount of Rs. 8,13,651/- (Rupees Eight Lakh Thirteen Thousand Six Hundred and Fifty-One) to be paid by the Developer.
- (ii) By and under a Letter dated 13th June, 2023 addressed by the SRA to the Developer, SRA referred to the aforesaid Letter of Nirmala Ganpat Taral and directed the Developer to file a written reply thereto, if any, as stated therein.
- (iii) By and under a Letter addressed by Nirmala Ganpat Taral to (1) the Developer and (2) Chairman/ Secretary, Om Ganesh Nagar Society, Nirmala Ganpat Taral requested the Developer for the payment of rent being an amount of Rs. 8,13,651/- (Rupees Eight Lakh Thirteen Thousand Six Hundred and Fifty-One).

- (f) By and under Written Arguments 12th October, 2023 filed by the Developer in Notice No.Te.C.K.-3/SRA/CO/OW/2023/37733 wherein



Narayan Babu Poojari and Nirmala Ganpat Taral are the Applicants, the Developer has inter-alia stated that the Developer has duly paid rent to the Applicants, in the manner as set out therein and that the Applicants shall be directed to submit their respective bank statements in this regard.

- (g) By and under an Order dated 7th November 2023 addressed by the SRA to the Developer, the SRA inter-alia directed to the Developer to pay the rent in arrears to Razia Hussain Shaikh, Narayan Babu Poojari and Nirmala Ganpat Taral, in the manner as set out therein.
- (h) Appeal No. 26 of 2024 filed before the Apex Grievance Redressal Committee ("AGRC"):
 - (i) Aggrieved by the aforesaid Order dated 7th November, 2023 passed by the SRA, the Developer has filed Appeal No. 26 of 2024 before the AGRC against (1) Chief Executive Officer, SRA, (2) Assistant Registrar of Societies, (3) Razia Hussain Shaikh, (4) Narayan Babu Poojari, (5) Nirmala Ganpat Taral and (6) Om Ganesh Nagar Society inter-alia praying to quash and set aside the aforesaid Order dated 7th November, 2023.
 - (ii) The Developer has declared that in pursuance of the hearing before AGRC on 23rd February, 2024, the captioned Appeal has been reserved for orders.
- (i) Appeal No. 406 of 2022 filed before the AGRC:
 - (i) By and under an Order dated 6th January, 2020 passed by the SRA in relation to the Complaint filed by Suresh Babu Mrutunjay in relation to the payment of rent, SRA directed the Erstwhile Developer to pay an amount of Rs. 30,712/- (Rupees Thirty Thousand Seven Hundred and Twelve only) as rent to the Suresh Babu Mrutunjay, in the manner as stated therein
 - (ii) Suresh Babu Mrutunjay filed Appeal No. 406 of 2022 before the AGRC against (1) Chief Executive Officer, SRA, (2) Assistant Registrar of SRA (Eastern Suburbs), (3) the Erstwhile



Developer, (4) Deserve Exim Private Limited, (5) SRA Anyay Grasta Sanghrasha Samiti, (6) New Ekta SRA Sanghrasha Samiti, (7) Chairman / Secretary, Ekta Society and (8) Chairman / Secretary, Om Ganesh Nagar Society, *inter-alia* praying for the following:

- a. To set aside the aforesaid Order dated 6th January, 2020 and to direct the Respondent 3 therein to pay Rs. 4,22,749/- (Rupees Four Lakh Twenty-Two Thousand Seven Hundred and Forty Nine only) as rent.
 - b. To stay the said Order till the captioned Appeal is dismissed.
- (iii) By and under an Order dated 13th January, 2023 passed in Appeal No. 406 of 2022, AGRC *inter-alia* directed the Erstwhile Developer to pay the pending rent to the Appellant therein.
- (iv) Suresh Babu Mrutunjay filed an Interim Application in Appeal No. 406 of 2022 before the AGRC against (1) Chief Executive Officer, SRA, (2) Assistant Registrar of SRA (Eastern Suburbs), (3) the Erstwhile Developer, (4) Deserve Exim Private Limited, (5) SRA Anyay Grasta Sanghrasha Samiti, (6) New Ekta SRA Sanghrasha Samiti, (7) Chairman / Secretary, Ekta Society, (8) Chairman / Secretary, Om Ganesh Nagar Society and (9) the Developer, *inter-alia* praying for the following:
- a. To permit the Applicant therein to amend the captioned Appeal to delete Respondent No. 3 and Respondent No. 4 therein and to add Respondent No. 9 therein as party to the Application; and
 - b. To quash and set aside the aforesaid Order dated 6th January, 2020 or to amend the same directing the Respondent No. 2 therein and the Developer to pay rent to Suresh Babu Mrutunjay.
- (v) By and under an Order dated 15th September, 2023 passed in



Appeal No. 406 of 2022, AGRC inter-alia directed the Appellant therein to amend the application to add the Developer as a Respondent to the captioned Appeal. Thereafter the Appeal was duly amended by the Appellant and the Developer was made party Defendant to the captioned Appeal.

- (vi) By and under a Letter dated 3rd October, 2023 addressed by the Assistant Registrar, SRA to the Developer, SRA directed the Developer to pay to Suresh Babu Mrutunjay the rent in arrears, as per Order dated 13th January, 2023 passed in Appeal No. 406 of 2022 filed by Suresh Babu Mrutunjay before the AGRC.
- (vii) The Developer has filed an Affidavit in Reply dated 1st February, 2024 to the captioned Appeal. The captioned Appeal is pending.

(j) Writ Petition No. 741 of 2014 filed before the Hon'ble High Court of Bombay:

- (i) Rashtriya Chemicals & Fertilizers Limited filed Writ Petition No. 741 of 2014 before the Hon'ble Bombay High Court against (1) Chief Executive Officer, SRA (2) The Deputy Collector (Encroachment) (3) The Collector of Mumbai Suburban District (4) New Ekta SRA (5) Ekta Co-operative Housing Society Limited (6) Sai Krupa Co-operative Housing Society (7) Ashok Nagar Co-operative Housing Society Limited (8) Sahayadari Nagar Co-operative Housing Society (9) Sahayog Co-operative Housing Society Limited (10) Om Ganesh SRA Co-operative Housing Society (11) Ekta SRA Co-operative Housing Society (12) Jai Hanuman Co-operative Housing Society (13) the Erstwhile Developer (then known as Wadhwa and Deserve Builders LLP) (14) Deserve Builders and Developers (Wadhavali) Private Limited and (15) Deserve Exim Private Limited *inter-alia* praying for the following:
 - a. To issue a Writ of Certiorari or a writ in nature of Certiorari or any other appropriate writ, order or direction under Article 226 of the Constitution of India, to call for the

records of the Petitioner's case (pending before the revenue authority) and to go into the legality and propriety thereof and to quash and or set aside the orders passed by and the permissions granted by the Respondents Nos. 1 to 3 therein to the Respondent Nos. 4 to 12 and to the Respondent Nos. 13 to 15 including the Commencement Certificate dated 14th October 2015 granted to the Respondent Nos. 13 to 15 by Respondent No. 1;

- b. To issue a Writ of Mandamus or a Writ in the nature of Mandamus to direct the Respondent Nos. 1 to 3 not to grant any permission, no objection certificate / Letter of Intent, to Respondent Nos. 4 to 12 and to the Respondent Nos. 13 to 15 including any Commencement Certificate for development / redevelopment of the land bearing CTS No. 200 under any proposed or approved SRA scheme;
- c. To issue a Writ of Prohibition, or a Writ in the nature of Prohibition, prohibiting the Respondent Nos. 1 to 3 from granting any permission to Respondent Nos. 4 to 12 and the Respondent Nos. 13 to 15 including the Commencement Certificate dated 14th October 2015 granted to the Respondent Nos. 13 to 15 by Respondent No. 1 for development/ re-development of the land bearing CTS No. 200, under any proposed or approved SRA scheme; and
- d. Pending the hearing and final disposal of this Petition, to issue an injunction and order (i) restraining Respondent Nos. 1 to 3 from granting any further permission, no objection certificates / Letter of Intent to Respondents Nos. 4 to 12 and to the Respondent Nos. 13 to 15 for development / re-development of the land bearing CTS No. 200 under any proposed or approved SRA scheme; (ii) to stay the operation and implementation of the



permission granted by the Respondent Nos. 1 to 3 to the Respondent Nos. 4 to 12 and the Respondent Nos. 13 to 15 including the Commencement Certificate dated 14th October 2015 granted to the Respondent Nos. 13 to 15 by Respondent No. 1 for implementing any approved SRA scheme and; (iii) restrain the Respondent No. 4 to 12 and the Respondent Nos. 13 to 15 from carrying out any development/ re-development of the land bearing CTS No. 200, under any proposed or approved SRA scheme on the basis of permissions, no objection certificated / Letter of Intent / Commencement Certificate granted by Respondent Nos. 1 to 3.

- (ii) By and under an Order dated 8th and 9th March, 2022 passed by the Hon'ble High Court of Bombay, the captioned Writ Petition was rejected for the reasons as more particularly setout therein.

(k) Suit No. 533 of 2023 filed before the Hon'ble High Court of Bombay:

- (i) Rashtriya Chemicals & Fertilizers Limited filed Suit No. 533 of 2023 filed before the High Court of Bombay against (1) State of Maharashtra (2) Secretary of State of Maharashtra (3) Collector, Mumbai Suburban District (4) Commissioner, Kokan Division (5) Chief Executive Officer, SRA (6) the Deputy Collector (Encroachment), (7) New Ekta SRA (8) Ekta Co-operative Housing Society Limited (9) Sai Krupa Co-operative Housing Society (10) Ashok Nagar Co-operative Housing Society Limited (11) Sahayadari Nagar Co-operative Housing Society (12) Sahayog Co-operative Housing Society Limited (13) Om Ganesh SRA Co-operative Housing Society (14) Ekta SRA Co-operative Housing Society (15) Jai Hanuman Co-operative Housing Society (16) Erstwhile Developer (then known as Wadhwa & Deserve Builders LLP) (17) Deserve Builders & Developers (Wadhvali) Private Limited and (18) Deserve Exim Private Limited, inter-alia praying for the following:

- a. Declaration that the Plaintiff therein is the owner in



respect of land admeasuring 16 acres 39 Gunthas form Survey No, 103 corresponding to CTS No. 200, situated at Village Wadhavali (Chembur), in Bombay Suburban, District Taluka Kurla, Mumbai- 400014.

- b. Order and direction to the Defendant Nos. 1, 2 and 6 therein to execute a Sanad in favour of the Plaintiff therein for the suit property.
- c. Decree and order in favour of the Plaintiff therein against Defendant Nos. 7 to 18 therein or any such of them as are in physical possession of the suit property and to handover vacant, peaceful and exclusive possession thereof.
- d. Direction for an enquiry to be held to determine the mense profit payable by Defendant No. 7 to 18 therein to the Plaintiff therein for wrongful occupation of the Suit Land.
- e. Declaration and order in favour of Plaintiff therein for an amount of Rs. 295,78,49,974/- (Rupees Two Hundred Ninety-Five Crore Seventy-Eight Lakh Forty-Nine Thousand Nine Hundred and Seventy-Four only) being valuable consideration of 10 acres of land estimated as per ready reckoner rate of 2022-2023 handed over to the Defendant No. 1 therein, in the manner as set out therein.
- f. Declaration that the Plaintiff therein is entitled to damages from Defendant No. 1, 2 and 6 therein in addition to the possession of the suit property, i.e. an amount of Rs.473,25,55,573/- (Rupees Four Hundred and Seventy Three Crores Twenty Five Lakh Fifty Five Thousand Five Hundred and Seventy Three only) being the amount for loss suffered by the Plaintiff for not being able to exploit the suit property with interest as set out therein.





- (ii) Rashtriya Chemicals & Fertilizers Limited filed Interim Application No. 3605 of 2023 in Suit No. 533 of 2023 before the High Court of Bombay, *inter-alia* praying for the following:
 - a. Interim injunction restraining Defendant No. 7 to 18 therein, their employees, partners, heirs, executors, administrators and assigns from alienating, encumbering, transferring, parting with possession of, creating third party rights in, or otherwise dealing with the suit property or any portion thereof;
 - b. To appoint a Court Receiver for the said Land, with all the powers under Order XL Rule 1 of the Code of Civil Procedure, 1908 except for the power of sale; and
 - c. Interim injunction restraining the Defendants therein from proceeding with the slum rehabilitation scheme in respect of the said Land.
- (iii) The aforesaid Suit No. 533 of 2023 and Interim Application No. 3605 of 2023 therein are pending.
- (l) Appeal No. AT006000000174677/2023 filed before MAHARERA, Appellate Tribunal:
 - (i) Ms. Bhairavi Shah and Ms. Chhaya Bipin Shah filed Complaint No. CC006000000196383 before the MahaRERA, against the Erstwhile Developer, *inter-alia* praying to direct the Erstwhile Developer to refund the amounts paid by the Complainants therein to the Erstwhile Developer towards sale consideration from date of possession as 1st July, 2017 till handover of possession of the aforesaid flat as more particularly set out therein.
 - (ii) By and under an Order dated 19th July, 2023 passed by the MahaRERA *inter-alia* in Complaint No. CC006000000196383,





the MahaRERA directed the Erstwhile Developer to execute an Agreement for Sale in favour of the Complainants therein.

(iii) Ms. Bhairavi Shah and Ms. Chhaya Bipin Shah filed Appeal No. AT006000000174677/2023 before the MahaRERA, against (1) the Erstwhile Developer, (2) Government of Maharashtra through Housing Board, SRA and (3) the Developer, inter-alia praying for the following:

- a. To partially set aside the aforesaid Order dated 19th July, 2023 passed by MahaRERA.
- b. To execute an Agreement for Sale in respect of flat more particularly set out therein. .
- c. To order and direct the Respondents therein to handover possession of the aforesaid flat more particularly set out therein.
- d. To direct the Erstwhile Developer to pay interest for delayed possession on the amounts paid by the Appellants to the Erstwhile Developer towards sale consideration from date of possession as 1st July, 2017 till handover of possession of the aforesaid flat more particularly , as set out therein.

(iv) The Developer has declared that there are no orders passed in this matter till date.

(m) Complaint No. CC006000000396780 of 2023 filed before MAHARERA:

(i) Capacite Infraprojects Limited ("**Capacite**") filed Complaint No. CC006000000396780 of 2023 before the MAHARERA against Radius and the Developer, inter-alia praying for the reliefs as stated hereinbelow. The captioned Complaint filed by Capacite inter-alia reflects as follows:

- a. Capacite had filed Company Petition (IB) 967 (MB) of



2021 under section 9 of the Insolvency and Bankruptcy Code, 2016, before the National Company Law Tribunal to initiate Corporate Insolvency Resolution Process against Radius, for payment of the outstanding amounts as set out therein.

- b. By and under an Affidavit in Reply dated 7th April, 2022 filed by Radius in the aforesaid Company Petition, Radius agreed to allot 10 (ten) flats ("**said Flats**"), in the project 'Anantya' at Chembur, and in view of the aforesaid settlement, the aforesaid Company Petition is not maintainable.
 - c. Pursuant thereto, by and under an Order dated 19th April, 2023 passed by the National Company Law Tribunal, the aforesaid Company Petition was dismissed as withdrawn.
 - d. Radius however, failed to execute and register Agreements for Sale in relation the said Flats and aggrieved by the same, Capacite filed the captioned Complaint inter-alia praying for the following:
 - i. To direct the Respondents therein to execute and register the Agreements for Sale in relation to the said Flats and
 - ii. To direct the Respondents therein to pay penalty to Capacite under the applicable provisions of RERA.
- (ii) The Developer has declared that till date no reliefs are granted to Capacite in the aforesaid Complaint No. CC006000000396780 of 2023.
- (n) In relation to the Litigations as set out in Clause C.8(l) and C.8(m), it is pertinent to note that as per the RERA Order, the aforesaid complaints of Ms. Bhairavi Shah and Ms. Chhaya Bipin Shah and Capacite

Infraprojects Limited will be dealt with and all obligations arising out of those shall fall on the Erstwhile Developer, and the Developer on assuming the role of the developer will not be saddled with the obligations of the existing allottees of the Erstwhile Developer.

- (o) Interlocutory Application No. 1041 of 2024 in Company Petition (IB) No. 592/MB-VI/2022 filed before the NCLT:
 - (i) By and under an Interlocutory Application No. 1041 of 2024 filed by Radius and Deserve Land Developers Private Limited (through its Resolution Professional, Aegis Resolution Services Private Limited) against (1) the Erstwhile Developer, (2) the Developer and (3) SRA, in the aforesaid Company Petition (IB) No. 592/MB-VI/2022 before the NCLT, Radius and Deserve Land Developers Private Limited has inter-alia sought a relief that the Erstwhile Developer (acting through its Resolution Professional) to be directed to pay amounts (as set out therein) to the Applicant therein. It is further prayed that pending the hearing and final disposal of the captioned Interlocutory Application, to direct the Developer to deposit certain amount as set out therein, with the Hon'ble Tribunal and / or any designated bank/ escrow account. No final reliefs have been sought against the Developer.
 - (ii) The Developer has declared that no adverse orders have been passed in the captioned Interlocutory Application and the same is pending.
- (p) The Developer has declared that, save and except as set out above, there are no other disputes and / or litigations pending in relation to the said Property and / or development thereof.

9. **Public Notice**

- (a) We have not received any objections to the said Public Notices.

10. **Development Plan Remarks**

- (a) We have perused a copy of the Development Plan Remarks of 2034 dated 6th February 2023 bearing Reference No. CHE/DP34202302111443682 issued by MCGM with respect to land bearing CTS Nos. 200 of Village Wadhavali (of which the said Land forms a part), and the same inter-alia reflects as follows:
- (i) The land falls under residential zone.
 - (ii) An area of 4442.471 square meters is affected EP No. EP-ME56.
 - (iii) The roads affecting the land are existing road and 12.20 meters proposed road.
 - (iv) The reservations affecting the land are ROS1.4 (Play Ground) (200: 893.08 square meters), RE.-1.2 (Primary/Secondary School) (200:776.02 square meters) and ROS1.5 (Garden/Park) (part of the larger reservation) (200: 132.15 square meters).
 - (v) The existing amenities affecting the land viz., EMS5.1 + ER1.1 (Reservoir + Municipal Staff Quarters) (part of larger existing amenities) (200: 38438.50 square meters), ER1.3 (Government Staff Quarters) (part of larger existing amenities) (200: 2005.69 square meters) and ER1.3 (Government Staff Quarters) (part of larger existing amenities) (200: 1201.54 square meters).
 - (vi) The existing amenities affecting the land (Excluded Portion) viz., EP No. EP-ME91, Affected Area (200: 1209.684 square meters), EP No. EP-ME24, Affected Area (200: 2187.648 square meters) and EP No. EP-ME24, Affected Area (200: 36250.856 square meters).
 - (vii) The land is affected by Road viz., EP No. EP-ME24, Affected Area (200: 10322.479 square meters), EP No. EP-ME23, Affected Area (200: 382.388 square meters) and EP No. EP-ME23, Affected Area (200: 2677.640 square meters).



- (b) Licensed Surveyor has vide the said Certificate certified the following:
 - (i) Save and except a portion of the land out of the land reserved for reservoir (i.e. land admeasuring 1,189.80 square meters), the said Land is not affected by the any other reservations as appearing in the Development Plan Remarks of 2034 dated 6th February 2023.

11. Searches at the office of the Sub-Registrar of Assurances

- (a) We have caused searches to be undertaken as the office of the concerned Sub-Registrar of Assurances through search clerk. In this regard, the search clerk has furnished us search report dated 2nd November, 2023 ("**Sub-Registrar Search Report**"). The Sub-Registrar Search Report has reflected the instruments as listed in **Annexure "E"** hereto.
- (b) The Developer has declared that the documents as setout at Serial Nos. 2, 4 to 6, 201, 210 to 213 of the **Annexure "E"** do not pertain to the said Property and/or the development thereof. The Developer has declared that the document reflected at Serial No. 14, 15, 107, 169, 174, 180, and 205 to 208 of the **Annexure "E"** are neither available with the Developer nor traceable / available with the office of the Sub-Registrar of Assurances and hence we have not been able to comment on the same.
- (c) Licensed Surveyor has vide the said Certificate certified that the documents as setout at Serial Nos. Serial Nos. 2, 4 to 6, 201, 210 to 213 of the **Annexure "E"** do not pertain to the said Land and/ or the development thereof.

12. Registrar of Companies

- (a) We have caused searches to be undertaken at the office of the Registrar of Companies with respect to the Developer. In this regard, we have obtained Report dated 14th March, 2024 issued by Jayshree Dagli & Associates. The same does not reflect any charges created by the



Developer with respect to the said Property and/or the development thereof.

13. Online Litigation Searches

- (a) We have caused online litigation searches of the Developer. In this regard we have obtained report for the Developer dated 11th October, 2023.
- (b) Report dated 20th November, 2023 of the Developer reflects that one Civil Suit No. 200735 of 2018 filed by Mr. Shardaprasad Dubey against the Developer before the City Civil Court, Dindoshi is pending. The Developer has declared that the aforementioned litigation does not pertain to the said Property.

14. CERSAI Searches

- (a) We have caused online CERSAI searches of the said Land. In this regard we have obtained report for the said Land dated 3rd November, 2023 ("**CERSAI Report**"). Following charges are reflected thereon with respect to the said Land:
 - (i) Charge created on 31st October, 2019 by Radius Estates and Developers Private Limited in favour of IDBI Trusteeship Services Limited, in relation to land admeasuring 43,547.96 square meters bearing CTS No. 200.
 - (ii) Charge created on 17th June, 2019 by Indo Global Soft Solutions and Technologies Private Limited in favour of IDBI Trusteeship Services Private Limited, in relation to land admeasuring 45,771.25 square meters bearing CTS No. 200.
 - (iii) Charge created on 19th December, 2019 by Indo Global Soft Solutions and Technologies Private Limited in favour of IDBI Trusteeship Services Private Limited, in relation to land admeasuring 45,771.25 square meters bearing CTS No. 200 of Village Wadhvali.



- (iv) Charge created on 10th August, 2018 by (1) Sanjay Chhabria, (2) Raghuleela Builders Private limited, (3) Deserve Exim Private Limited and (4) Deserve Builders and Developer (Wadhavali) Private Limited in favour of IDBI Trusteeship Services Private Limited, in relation to land admeasuring 45,771.25 square meters bearing CTS No. 200.
- (v) Charge created on 30th October, 2018 by Raghuleela Infraventures Private Limited in favour of IDBI Trusteeship Services Private Limited, in relation to land admeasuring 53,192.35 square meters bearing CTS No. 200 of Village Wadhavali.
- (b) As stated above, Radius has been terminated as the developer of the said Property pursuant to the proceedings under Section 13(2) of the Slum Act. Further, the Corporate Insolvency Resolution Process has been commenced against Radius vide the aforesaid IBC Order dated 27th September, 2023.

15. **Property Tax**

- (a) We have not been provided with any property tax bills and / or receipts of the payment of the same. The Developer has declared that there are no outstanding property tax bills payable by the Developer.

16. **Site Status**

- (a) The Developer has declared that all the slum dwellers on the said Land have duly vacated the site. The Developer has declared that pursuant to the Intimation of Approval and Commencement Certificates granted by the Slum Rehabilitation Authority construction of the Rehab Building has commenced.
- (b) The Developer has declared that the construction of the Free Sale Building has not yet commenced.

D. **CONCLUSION**

1. Subject to all that is stated herein and (i) the terms and conditions of all the approvals obtained/to be obtained by the Developer from time to time (including the said LOI) for the development of the said Property, (ii) the said Mortgage and (iii) pending litigations as set out in Paragraph C.8, we are of the opinion that the Developer is entitled to undertake development of the said Property in accordance with the said LOI, as may be amended and modified from time to time and/or other applicable provisions of law, and such entitlement of the Developer is clear and marketable.

THE SCHEDULE REFERRED TO HEREINABOVE

(Description of the said Land)

All that piece and parcel of land admeasuring 53,192.35 square meters bearing Survey No. 103 (part) of Village Wadhavali, Taluka Kurla and District Mumbai Suburban and corresponding to CTS No. 200 (part) of Village Wadhavali, Taluka Kurla, Chembur and District Mumbai Suburban and bounded as follows:

On or towards West	:	By land bearing CTS No. 201 (part) of Village Wadhavali;
On or towards East	:	By land bearing CTS No. 200 (part) of Village Wadhavali;
On or towards North	:	By land bearing CTS No. 200 (part) of Village Wadhavali;
		and
On or towards South	:	By land bearing CTS No 200 (part) of Village Wadhavali.

DATED THIS 4th DAY OF APRIL, 2024

For, Wadia Ghandy & Co.



Partner