



FORMAT – A

(Circular No. 28/2021)

To,

MahaRERA,

Housefin Bhavan, Plot No. C - 21,

E - Block, Bandra Kurla Complex,

Bandra (E), Mumbai – 400 051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Plot No. C.S. Nos. 25 admeasuring 3977.460 Sq. Mtrs. of Dadar Naigaon Division within the Registration District and Sub-District of Island City of Mumbai, together with the structure standing thereon and situated at G. M. Nangre Marg, in 'F/South' Ward, Parel, Mumbai - 400012 (hereinafter referred as the **“said property”**).

1. We have investigated the title of the said property on the request of M/s Om Shanti Housing (**“Developer”**) and have perused the following documents:
 - a. Property Card in respect of Plot No. C.S. Nos. 25 of Dadar Naigaon Division.
 - b. Certified True Copy of Development Agreement dated 29th August, 2005.
 - c. Certified True Copy of Power of Attorney dated 29th August, 2005.
 - d. Photocopy of Annexure – II vide Letter dated 26th December, 2005.

- e. Photocopy of Letter of Intent dated 2nd December, 2006.
- f. Photocopy of Intimation of Disapproval dated 3rd March, 2007 in respect of the Rehabilitation Building No. 1.
- g. Photocopy of Estate NOC dated 23rd March, 2007 for commencement of construction of the Rehabilitation Building No. 1.
- h. Photocopy of Parking NOC dated 05th April, 2007 in respect of the Rehabilitation Building No. 1.
- i. Photocopy of Commencement Certificate dated 30th March, 2007 in respect of the Rehabilitation Building No. 1.
- j. Photocopy of NOC to OC dated 7th May, 2009 in respect of Rehabilitation Building No. 1.
- k. Photocopy of Occupation Certificate dated 29th July, 2009 in respect of Rehabilitation Building No. 1.
- l. Photocopy of IOD dated 1st April, 2009 in respect of Sale Building No. 2.
- m. Photocopy of Fire NOC 12th December, 2008 in respect of Sale Building No. 2.
- n. Photocopy of NOC dated 12th August, 2009 for commencement of construction in respect of the Sale Building No. 2.
- o. Photocopy of CC dated 1st September, 2009 in respect of the Sale Building No. 2.
- p. Photocopy of Parking NOC dated 25th July, 2012 in respect of the Sale Building No. 2.
- q. Photocopy of Undertaking dated 11th January, 2007.
- r. Photocopy of Undertaking dated 07th April, 2007.



- s. Photocopy of Indemnity Bond dated 07th April, 2007.
 - t. Photocopy of Undertaking dated 07th April, 2007.
 - u. Photocopy of Hon'ble Bombay High Court dated 25th April, 2019.
 - v. Photocopy of Deed of Partnership dated 5th August, 2005.
 - w. Photocopy of Deed of Partnership dated 4th April, 2006.
 - x. Photocopy of Deed of Retirement dated 7th February, 2014.
 - y. Photocopy of Deed of Retirement dated 12th April, 2017.
 - z. Photocopy of Deed of Admission dated 1st March, 2019.
 - aa. Photocopy of Deed of Retirement cum Reconstitution dated 1st June, 2019.
 - bb. Original covering letter dated 6th March, 2020 along with plans.
 - cc. Photocopy of Undertaking dated 12th July, 2021 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE-1/5353/2021.
 - dd. Photocopy of Undertaking dated 12th July, 2021.
 - ee. Photocopies of Payment Receipts.
 - ff. Photocopy of public notice dated 20th July, 2021 in Daily Newspapers viz; Free Press (English) and Navshakti (Marathi) in respect of the said property.
 - gg. Search Report dated 17th September, 2021 of Mr. Sachin S. Pawar, Search Clerk.
2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property, we are of the opinion that the title of the said property is currently in the name of the Trustees



for the Improvement of the City of Bombay (now known as Municipal Corporation of Greater Mumbai) and the title is clear, marketable and without any encumbrances.

3. The Report reflecting the flow of the title of the Developer on the said property is enclosed herewith as the annexure.

Encl: Annexure

Date: 14th February, 2022

For Lex Services,

A handwritten signature in black ink, appearing to be 'R. B. Singhvi', enclosed within a large, irregular, hand-drawn loop.

Adv. R. B. Singhvi
Proprietor

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FLOW OF THE TITLE OF THE SAID PROPERTY

1. The Trustees for the Improvement of the City of Bombay, the Municipal Corporation of City of Bombay (now known as Municipal Corporation of Greater Mumbai) is the owner of the said property. The Property Card stands under the name of Improvement of the City of Bombay, the Municipal Corporation of City of Bombay.
2. We have investigated the title to the above captioned property by taking searches, through our Search Clerk, Mr. Sachin Pawar of the records maintained by the office of the Sub Registrar of Assurances at Mumbai – 1 to 5 from the year 1991 to 2021 for the past 30 Years and vide the Search Report dated 17th September, 2021.
3. The said property comprised of six semi-permanent sheds of Ground Floor thereby consisting in it, 79 (seventy nine) residential tenants and 3 (three) staff quarters. The Tenants came together and formed themselves in a co-operative housing society in the name of **“Dharti Co-operative Housing Society Limited (Proposed)”** under the provisions of Maharashtra Co-operative Societies Act, 1960, hereinafter referred to as the **“said Society”**. Thereafter, the said Society was duly registered vide Registration No. MUM/WFS/HSG/(TC)/8600/07-08 dated 10.04.2007.
4. By and vide Development Agreement dated 29th August, 2005, made and executed between the Promoters of the Dharti Co-operative Housing Society Limited (Proposed), therein referred to as the Society of One Part and the Developer herein and therein referred to as the Developer of the Other Part, wherein the Developer was granted the redevelopment rights of the said property on such terms and conditions as mentioned therein.
5. By and vide Power of Attorney dated 29th August, 2005, the Chief Promoters of the Dharti Co-operative Housing Society Limited (Proposed)



granted power of attorney in favour of Mr. Paras S. Porwal, (Partner of the Om Shanti Housing) authorizing them to do all such acts and deeds for the redevelopment of the said property.

6. The Assistant Commissioner (Estates) has issued Annexure – II vide Letter dated 26th December, 2005 under No. AC/Estates/15836/AD (Soc.) wherein the said property is occupied by 79 residential tenants and 3 tenants in staff quarters.
7. The Chief Promoter of the said Society obtained Letter of Intent dated 2nd December, 2006 under No. Ac/Estates/14656/AO(Soc) from Assistant Commissioner (Estates), Municipal Corporation of Greater Mumbai (**MCGM**) wherein the redevelopment proposal of the said Property was sanctioned on the terms and conditions as specified therein.
8. In regards to Rehabilitation Building No. 1:
 - a. The Building Proposal Department of MCGM sanctioned the plans of the building submitted by the Developer and issued an Intimation of Disapproval (**"IOD"**) dated 3rd March, 2007 bearing Ref. No. EB/2447/FS/A in respect of the Rehabilitation Building No. 1 to be constructed on the said property.
 - b. The Developer through their Architect submitted the proposal Estate Department, MCGM (Owner) for its NOC for the construction of the Rehabilitation Building on the said property and accordingly Assistant Commissioner (Estates) granted its consent to construct a Rehabilitation Building No. 1 on the said property vide NOC to CC dated 23rd March, 2007 under No. AC/Estates/22074/AO (Soc.) however subject to the terms and conditions set out therein.
 - c. MCGM has issued Commencement Certificate (**"CC"**) in respect of the Rehabilitation Building No. 1 on 30th March, 2007 under No. EEBPC/2447/FS/A up to the plinth level and further extended up to the seventh floor vide CC dated 19th November, 2007.



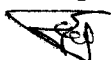
- d. The Developer through their Architect submitted to the Office of the Deputy Chief Engineer (Traffic), MCGM, the parking layout plan for the proposed rehab building for redevelopment and accordingly Parking NOC dated 5th April, 2007 under No. DyChE/14325/Traffic, however subject to the terms and conditions set out therein.
 - e. The Developer through its Architect made an application for obtaining NOC to OC and the same has been issued by the Assistant Commissioner (Estates), MCGM in respect of Rehabilitation Building No. 1 vide its NOC dated 7th May, 2009 under No. AC/Estates/914/AO(Soc.), however subject to the terms and conditions set out therein.
 - f. The Building Proposal Department of MCGM has issued Full Occupation Certificate dated 29th July, 2009 under No. EB/2447/FS/A, in respect of Rehabilitation Building No. 1 comprising of Wing A and Wing B comprising of Part Stilt + 7 upper floors respectively in favour of the said Society.
 - g. Out of 79 (seventy-nine) residential tenants, 56 (fifty-six) tenants have been accommodated in the Rehabilitation Building No. 1. On 56 Tenants being rehabilitated in the Rehabilitation Building No. 1, they became the Members of the said Society. The balance 23 (twenty-three) tenants shall be accommodated in Sale Building No. 2 and shall become the members of the Society that shall be formed with the prospective purchasers of Free Sale Area.
9. In regards to Sale Building No. 2
- a. The Building Proposal Department of MCGM sanctioned the plans of the building submitted by the Developer and issued IOD dated 1st April, 2009 under No. EB/4050/FS/A in respect of the Sale Building No. 2 to be constructed on the said property. The said IOD was further revised and amended in accordance with the Development Control and Promotion Regulations, 2034 vide IOD dated 29th July,



2021 bearing Ref. No. E.B./ 4050/FS/A/337/2/Amend, however subject to the terms and conditions set out therein.

- b. The Developer through their Architect submitted the proposal for NOC for construction of Sale Building No. 2 on the said property to Chief Fire Officer, Fire Brigade Department of MCGM and accordingly Fire Brigade Department of MCGM issued its NOC dated 12th December, 2008 under No. FBM/508/363, subject to the terms and conditions set out therein.
- c. The Developer through their Architect submitted the proposal Estate Department, MCGM (Owner) for its NOC for the construction of the Sale Building No. 2 on the said property and accordingly Assistant Commissioner (Estates) granted its consent to construct a Sale Building No. 2 on the said property vide NOC to CC dated 12th August, 2009 under No. AC/Estates/5562/AO (Soc.) however subject to the terms and conditions set out therein.
- d. MCGM has issued CC dated 1st September, 2009 under No. EEBPC/4050/FS/A in respect of Sale Building No. 2 has been issued upto plinth level and further extended upto the eighteenth floor vide CC dated 14th October, 2020 under No. EB/4050/FS/A/FCC/1/New.
- e. The Developers through their Architect submitted the parking layout plans in respect of the redevelopment of the said property to Office of Dy. Ch. Eng. (Traffic), MCGM and accordingly Parking NOC dated 25th July, 2012 under Ref No. Dy.Ch.E./P-572/Traffic came to be issued in respect of the Sale Building No. 2, however subject to the terms and conditions set out therein.

10. Various Affidavits/Deed of Undertaking/Indemnity Bond came to be executed by the Developer from time to time in favour of MCGM and other government authorities with the object to obtain various construction permissions and approvals and same are listed as under:



- a. By and vide an Undertaking dated 11th January, 2007, the Developer has undertaken to fulfil the condition of the Letter of Intent dated 2nd December, 2006 wherein the Developer undertakes to pay to the MCGM, 90% of the capitalized value of the sale competent, which works out to be Rs. 12,34,50,480/- (Rupees Twelve Crore Thirty Four Lakh Fifty Thousand Four Hundred Eighty only) to be paid in one instalment, before issuance of the occupation certificate in respect of the Sale Building.
- b. By and vide an Undertaking dated 7th April, 2007 duly registered with the Sub – Registrar of Assurances at Mumbai -2 under Serial No. 3037/2007, wherein the Developer has undertaken (i) to demolish the excess area constructed beyond the FSI; (ii) not misuse the meter cabin, silt portion, society office, servant toilets, part/pocket terrace in future as per IOD condition; (iii) minimum nuisance during the construction activity and while the work is in progress; (iv) to pay the difference if any, in the premium paid and calculated as per revised land rates as and when applicable and demanded and (v) handover the setback land free of cost and free of encumbrances and obtain setback handing over certificate from the respective Ward officer.
- c. By and vide an Indemnity Bond dated 07th April, 2007 duly registered with the Sub – Registrar of Assurances at Mumbai -2 under Serial No. 3038/2007, wherein the MCGM is indemnified against (i) damages, risks, accidents, risks to the occupiers while construction work is in progress and there will be no nuisance, (ii) disputes, charges, liens, litigations, claims arising out of the ownership of the said property and (iii) losses, damages, expenses that maybe incurred by MCGM on demands of whatsoever nature preferred or made by a person/s by reason or permission to redevelop the said property or arising there from.
- d. By and vide an Undertaking dated 10th June, 2009 duly registered with the Sub – Registrar of Assurances at Mumbai -2 under Serial



No. 3922/2009, wherein in respect of the Sale Building No. 2, the Developer has undertaken (i) handover the setback land free of cost and free of encumbrances and obtain setback handing over certificate from the respective Ward officer and ownership of setback area shall be transferred to MCGM; (ii) to demolish the excess area constructed beyond the FSI; (iii) not misuse part or pocket terrace/stilt, etc.; (iv) minimum nuisance during the construction activity and while the work is in progress; (v) to pay the difference if any, in the premium paid and calculated as per revised land rates as and when applicable and demanded; (vi) handover the setback area of the balance portion of the plot not covered under the proposal as and when required by MCGM; (vii) Not misuse the greater height of entrance lobby; (viii) will not misuse fitness centre and same shall be constructed before the registration of the Society; (ix) will not misuse the swimming pool; (x) will not misuse DG Set Room and (xi) will not misuse the service floors.

- e. By and vide Undertaking dated 12th July, 2021 duly registered with Sub – Registrar of Assurances at Mumbai under Serial No. BBE-1/5353/2021, wherein the Developer is availing the facility of concession in premium to the extent of 50% as per Govt. Directives u/s 154 of MR&TP Act, 1966 issued u/no. TPS-1820/SR-27/CR-80/20/UD-13 dated 14th January, 2021 and the Developer undertakes to abide by the aforesaid directives dated 14th January, 2021 and indemnifies MCGM and its officers from any litigation arising out of this policy.
- f. By and vide Undertaking dated 12th July, 2021 wherein the Developer has undertaken to (i) pay stamp duty of the prospective buyers for the equivalent area for which 50% reduction in premium is availed; (ii) to submit the certificate from the prospective buyers that the stamp duty has been paid by the Developer; (iii) list of beneficiaries of stamp duty shall be displayed on the website of the Developer and same to be informed to RERA and MCGM; (iv) Notification of paying



stamp duty of prospective buyer shall be applicable for the sale of the equivalent area on which the benefit has been availed; (v) not defaulters of any instalments/dues payable to MCGM or State Govt as premiums were already paid without taking benefit of instalment facility; (vi) to incorporate a condition in the Sale Agreement to the effect that 50% reduction in premium facility is availed for equivalent area and the same is passed on the prospective buyers in terms of stamp duty of the respective residential/commercial units; (vii) to comply with all the conditions mentioned in Govt. Notification No. TPS-1820/AN-27/P.K.B0/20/UD-13 dated 14th January, 2021; (viii) to abide by the policy that may come in future or be issued by MCGM/Govt. of Maharashtra and (ix) to indemnify MCGM and its officers against any litigations that may arise due to non-payment or any recovery that may arise in future.

11. No claims and/or objections were received by us in response to the public notice dated 20th July, 2021 in Daily Newspapers viz; Free Press (English) and Navshakti (Marathi) in respect of the said property with regards to investigation of the development rights of Developer in respect of the said property.

12. Litigation:

- a. Upon perusal of the records by taking computerized online records of the High Court of Judicature at Bombay and City Civil Court, Bombay, we have not come across any pending litigation in respect of the said property. However, the Developer has informed us that a Notice of Motion No. 3 of 2019 in Writ Petition No. 110 of 2018 was filed by Om Shanti Housing, as the Petitioner against (1) Municipal Corporation of Greater Mumbai, (2) assistant Municipal Commissioner (Estates) and (3) Executive Engineer (Building Proposals), MCGM, as the Respondents. By and vide Court Order dated 25th April, 2019 for the Notice of Motion No. 3 of 2019 in Writ Petition No. 110 of 2018 passed by the Hon'ble Bombay High Court,



the following is observed:

- i. The Petitioner shall pay the balance interest, i.e., Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) within four weeks, i.e., by 23.05.2019. On such payment being made, the Corporation shall expeditiously process the application filed by the Petitioner, enabling the construction being carried out in accordance with law.
- ii. The Petitioner shall complete the sale building in all respects on or before 31.10.2020 and shall handover 23 (twenty three) tenants to the MCGM for housing of its municipal tenants, as was obligated and accepted by the Petitioner. In respect thereto, the Petitioner prayed that they be given a minimum 18 (eighteen) months period to complete the construction from the date of issuance of CC by the MCGM. The Petitioner undertakes that they will pay monthly compensation in lieu of rent to the balance 23 (twenty three) tenants till the possession of permanent alternate accommodation in the Composite Building No. 2 and undertakes to pay the arrear of rent, if any. The Petitioner with respect thereto, also undertakes to provide these tenants with permanent alternate accommodation in the Rehabilitation Building No. 1 subject to procurement of Part/Full OC.
- iii. In addition, the Petitioner shall also reserve a minimum area of Rs. 7,500 Sq. Ft. carpet area or seven flats in the sale building to protect the interest of the Municipal Corporation of Greater Mumbai as claimed by MCGM towards the capital value and interest thereon.
- iv. In failure of the compliance with the order, the Petitioner agrees that the Writ Petition shall stand dismissed without further reference to the Court and the interim orders passed thereon shall stand cancelled forthwith. Thereafter, the MCGM shall be free to deal with the aforesaid property in accordance with law.



- b. The Notice of Motion was disposed off without costs vide Order dated 25th April, 2019. The said Writ Petition No. 110 of 2018 is still pending before the Hon'ble Bombay High Court.
- c. By and vide Letter dated 6th March, 2021 under Ref No. GMR/OSH/25/MCGM issued by G. M. Redekar & Associates (Architect of the Developer) to Asst. Municipal Commissioner, MCGM, the area admeasuring 7500 Sq. Ft. carpet area is earmarked to MCGM as per the Order dated 25th April, 2019 on the plans attached therewith.
- d. As per the Order dated 25th April, 2019, the Developer has paid the balance interest of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) to MCGM and MCGM has acknowledged the receipt of the same

13. Constitution of Om Shanti Housing:

- a. By and under Deed of Partnership dated 5th August, 2005 wherein Mr. Paras Shantilal Porwal and Mrs. Manju Paras Porwal formed a partnership firm in the name and style of "M/S. OM SHANTI HOSUING".
- b. By and under Deed of Partnership dated 4th April, 2006, Mr. Joitkumar Bhomchand Jain and Mr. Tejpal Laherchand Jain came to be admitted as the Partners in M/s. Om Shanti Housing.
- c. By and under Deed of Retirement dated 7th February, 2014, Mrs. Manju Paras Porwal retired as the Partner from M/s. Om Shanti Housing.
- d. By and under Deed of Retirement dated 12th April, 2017, Mr. Paras Shantilal Porwal retired as the Partner from M/s. Om Shanti Housing.
- e. By and under Deed of Admission dated 1st March, 2019, Mr. Vinay Pravinkumar Jain came to be admitted as the Partner of M/s. Om



Shanti Housing.

- f. By and under Deed of Retirement cum Reconstitution dated 1st June, 2019, Mr. Tejpal Laherchand Jain retired as the Partner from M/s. Om Shanti Housing.
- g. Accordingly, the current partners of M/s. Om Shanti Housing are Mr. Joitkumar Bhomchand Jain and Mr. Vinay Pravinkumar Jain.

14. Title Observations:

- a. The current Owner of the said Property is the Trustees for the Improvement of the City of Bombay (now known as Municipal Corporation of Greater Mumbai).
- b. As per the terms of Letter of Intent dated 2nd December, 2006, the said property shall be leased for a term of 30 years from the date of Commencement Certificate and the lease period shall be renewed for a further term of 30 years and thereafter at the discretion of the MCGM and on such terms and conditions as specified therein.
- c. Vide Order dated 25th April, 2019 passed by the Hon'ble Bombay High Court in Notice of Motion No. 3 of 2019 in Writ Petition No. 110 of 2018, it was ordered that the Developer shall complete the Sale Building No. 2 and the Developer shall handover the balance 23 tenements to MCGM for housing of its municipal tenants and to safeguard the dues of the MCGM towards the capital value and interest thereon, shall earmark 7 flats or a minimum area of 7,500 Sq. Ft. carpet area and shall not create any third party rights and/or interest in relation thereto. The Developer has further clarified that as on date the Developer has earmarked 7500 Sq. Ft. carpet area in the Sale building No. 2 for MCGM, however on the Developer paying the outstanding dues to MCGM towards the capital value and interest thereon, MCGM shall release the 7500 Sq. Ft. carpet area and the Developer shall be entitled to deal with the same as it deems fits.



This has been successfully undertaken or shall be undertaken and therefore, the Developer shall have the rights to deal with the remainder flats in the Sale Building No. 2 as per its own terms, without any interruption from the MCGM.

- d. Subject to what is stated herein above, and in view of the Development Agreement 29th August, 2005, the Developer i.e. M/s. Om Shanti Housing is entitled to develop the said property in terms of and in accordance with the Development Agreement dated 29th August, 2005 and in accordance with the provisions of Regulation No. 33 (7) of Development Control Regulations, 1991 as well as Development Control and Promotion Regulations, 2034 and in our opinion M/s. Om Shanti Housing are entitled to sell and deal with the flats/premises/tenements/car parking in the building/s to be constructed by them as part of the scheme referred to hereinabove and offer for sale the said premises to the members of public, subject to the compliance and observance of the terms and conditions laid down by the MCGM and other concerned Authorities under various NOC's, Approvals and Permissions mentioned hereinabove, undertakings and indemnities given from time to time and obligation to construct a rehab building/wing for the rehabilitation of the existing tenants.

15. Other Comments:

- a. We do not express any view about user, zoning, reservations and development potential if any, that may pertain to or affect the said properties.
- b. We have not carried out any empirical search in the court records vis-à-vis Om Shanti Housing.
- c. The Search Report dated 17th September, 2021 is only limited to the online e-search conducted by the Search Clerk. Due to COVID-19 physical inspection at concerned Sub – Registrar of Offices was not



carried out.

- d. The present report is issued relying upon the Search Report dated 17th September, 2021 of Mr. Sachin S. Pawar and referring the documents as produced by M/s. Om Shanti Housing and Declaration dated 17th September, 2021 given by the Partners of Om Shanti Housing.
- e. 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.

Date: 14th February, 2022

For Lex Services,

A handwritten signature in black ink, appearing to be 'R. B. Singhvi', written over a horizontal line.

Adv. R. B. Singhvi

Proprietor