



LAW SCRIBES

Advocates & Solicitors

Reference Number: LS/NM/LL/027

Date : 21st June, 2017

REPORT ON TITLE

TO WHOMSOEVER IT MAY CONCERN

Our client, Lotus Logistics & Developers Private Limited ("**our Client**"), have handed over to us, copies of certain documents/title deeds with instructions to investigate the leasehold title of Unity Complex Co-operative Housing Society Limited (hereinafter referred to as "**the Society**") and the right of our Client in respect of the property more particularly described in the **Schedule** hereunder written.

In the course of the investigation, we have caused searches to be taken with the office of the sub-registrar of assurances at Mumbai and Bandra for the period commencing from 1988 to 2017 taken and have issued public notices in newspapers as set out hereinbelow for inviting claims in respect of the property more particularly described in the **Schedule** hereunder written. We have perused copies of the various documents/title deeds referred to in this Report. The following emanates from such investigation:

1. It is reflected from the Recitals to the Lease Deed (as referred to in paragraph 3 hereof) and the Consent Terms (as referred to in paragraph 2 hereof) that:

- 1.1. One Mrs. Shakuntala Jhamb (hereinafter referred to as the "**Owner**") was absolutely seized and possessed of or otherwise well and sufficiently entitled as the sole and absolute Owner inter alia to all that piece and parcel of land and ground admeasuring 11,404 square yards bearing Survey No.14, Hissa No.1, CTS No.1217, of Village Versova, Taluka Andheri and in the Registration of Sub-District of Mumbai Suburban, Yari Road, Versova, Andheri (West), Mumbai 400 061 (hereinafter referred to as the "**said Larger Plot**"). The Larger Plot has subsequently been sub-divided as elaborated hereinafter.

- 1.2. The Owner had granted development rights in respect of the said Larger Plot to and in favour of a partnership firm known as M/s. Zakaria Aghadi Builders (hereinafter referred to as the "**said Partnership Firm**"). We are informed by our Client that the

Dilip Aghadi



document whereby such development rights we granted by the Owner in favour of the said Partnership Firm are not traceable/available either with the Society or with our Client.

1.3. The said Partnership Firm, constructed 3 (Three) separate buildings on the said Larger Plot. Out of the 3 (Three) buildings so constructed, one of the buildings constructed was known as Unity Complex comprising of 7 (Seven) wings (hereinafter referred to as the "Old Building"), which Old Building was constructed on a portion of the said Larger Plot, admeasuring 6,640 square meters or thereabouts (hereinafter referred to as the "said Plot"). At the relevant time the said Larger Plot was not sub-divided and was reflected in the city survey records as a composite plot bearing CTS No. 1217. The said Partnership Firm had sold/agreed to sell various flats/units in the Old Building to various unit purchasers under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. Our Client has informed us that the said Old Building has subsequently been demolished by our Clients as elaborated hereinafter.

1.4. The unit purchasers of the various flats/units formed themselves into a Co-operative Housing Society, viz. the said Society which is duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under number K-WEST/HSG. (TC) 735/1983-84.

1.5. The said Partnership Firm failed to execute/cause execution of the requisite conveyance in favour of the Society in respect of the said Plot as per the provisions of Section 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA"); and accordingly, the Society had filed a Complaint bearing no.33 of 2003 before the State Consumer Disputes Redressal Commission, at Mumbai against the said Partnership Firm for causing the said Partnership Firm to execute the requisite



deed of conveyance or lease in respect of the said Plot to and in favour of the Society.

1.6. In the Written Statement in the said Complaint No.33 of 2003, filed by one Mr. Niamul Huq Abdul Rauf Alias Mehmoodbhai representing himself to be the last and retired partner of the said Firm, on oath, disclosed that the said Partnership Firm was dissolved as on 31st March, 1989. In support of such dissolution, the extract issued by the Registrar of Firms, Mumbai was also annexed to the Written Statement. The said Mr. Niamul Huq Abdul Rauf Alias Mehmoodbhai further in his Written Statement has contended and stated that since the said Partnership Firm was dissolved in the year 1989 and therefore, it shall not be possible for the Society to get the direction against the said Partnership Firm, for execution of the Deed of Conveyance.

1.7. Accordingly, the Society withdrew the Complaint No.33 of 2003; and filed a suit against the Owner before the Hon'ble Bombay City Civil Court at Dindoshi being Suit No. 2263 of 2010, praying inter alia for a direction for execution of the requisite Deed of Conveyance in favour of the Society in respect of the said Plot and the Old Building (hereinafter referred to as the "said Suit").

2. The said Suit was settled between the said Owner and the said Society; and accordingly, consent terms dated 8th December, 2010 were filed therein (hereinafter to as "said Consent Terms"). We have perused a photocopy of the said Consent Terms.
3. As per the said Consent Terms, the Owner has executed a Deed of Lease dated 31st December, 2010 in favour of the Society, and as thereby granted a lease in respect of the said Plot to and in favour of the Society for a period of 999 (Nine Hundred and Ninety) Years commencing from 20th April, 2011. The Deed of Lease dated 31st December, 2010 was registered with the office of sub-registrar of assurances at Andheri No.3 under number BDR4-3556-2011 (hereinafter referred to as the "said Lease Deed"). The Society has not acquired title to the Old Building vide the said Lease Deed. However,



it is recorded therein that the Old Building is already in possession of the members of the Society/the Society. We have perused a photocopy of the said Lease Deed and have been informed by our Client that the original of the said Lease Deed is in the custody and possession of the Society.

4. Along with the said Lease Deed, the Owner has also granted an Irrevocable Power of Attorney dated 31st December, 2010 (hereinafter referred to as "**First Power of Attorney**") in favour of the Society, generally authorising the Society to do all acts, deeds, matters and things in respect of the said Plot for the purpose of obtaining a sub-division thereof from the said Larger Plot (such that the said Plot is earmarked as a separate plot holding a distinct CTS number under the city survey records); as may be required from time to time, as the Society may desire. We have perused a photocopy of the said First Power of Attorney and have been informed by our Client that the original thereof is in the custody and possession of the Society.
5. Along with the said Lease Deed and the First Power of Attorney, the Owner has also granted another Irrevocable Power of Attorney also dated 31st December, 2010 (hereinafter referred to as "**Second Power of Attorney**") in favour of the Society, authorising the Society to execute a conveyance in respect of the said Plot in its own favour upon the sub-division of the Larger Plot being effectuated. We have perused a photocopy of the said Second Power of Attorney and have been informed by our Client that the original thereof is in the custody and possession of the Society.
6. It is recorded in the Development Agreement dated 30th July, 2010 referred to in paragraph 7 hereof that:
 - 6.1. The Old Building of the Society was old and in a dilapidated condition and hence in or around the year 2006, the Society was desirous of appointing a developer for demolition and subsequent redevelopment of the building of the Society.
 - 6.2. Accordingly, the Society invited offers/bids from various interested parties for the purposes of redevelopment of the said Plot by demolition of the Old Building and



construction thereon of a new multistoried building. In response to the same, various interested parties submitted their offers to the Society.

6.3. Out of all the developers, the Society at its Special General Meeting held on 8th November, 2009 had resolved to appoint our Client i.e. Lotus Logistics & Developers Private Limited, as developer for undertaking the redevelopment of the said Plot.

7. Accordingly, by and under a Development Agreement dated 30th July, 2010 (hereinafter referred to as **"the Development Agreement"**) made and executed between the Society of the One Part and our Client i.e. Lotus Logistics & Developers Private Limited of the Other Part, the Society granted development rights in respect of the said Plot, to and in favour of our Client, Lotus Logistics & Developers Private Limited and has thereby authorised our Client to undertake the redevelopment of the said Plot, by demolishing the Old Building and constructing thereon new multistoried building/s (hereinafter referred to as **"the Proposed Buildings"**).
8. As per the terms of the Development Agreement, each of the existing members of the Society are entitled (apart from certain monetary benefits) to receive one flat each in the Proposed Buildings of such area as more particularly described in the Development Agreement; and our Client Lotus Logistics & Developers Private Limited, is entitled to sell/transfer the balance surplus area so constructed on the said Plot in Proposed Buildings to such third parties as our Client deemed fit and proper and which third parties would eventually be admitted to the membership of the said Society.
9. The Development Agreement had remained to be registered within the time permitted under the provisions of the Registration Act, 1908; and accordingly, a Deed of Confirmation dated 15th April, 2011 (was executed between the Society and our Client; and the Deed of Confirmation to which a copy of the Development Agreement was annexed) was registered with the office of Sub-Registrar of Assurances at Andheri No.3 under number BDR-4-3557-2011. We have perused photocopies of the said Deed of Confirmation and the Development Agreement.



10. The Society has also executed a Power of Attorney also dated 20th April, 2011 in favour of one Mr. Ashok Kumar Agarwal, being one of the directors of our Client the said Lotus Logistics & Developers Private Limited, for the purpose of doing various acts, deeds, matters and things pertaining and incidental to the redevelopment of the said Plot as per the terms of the Development Agreement. The said Power of Attorney is registered with the Sub-Registrar of Assurances Andheri No. 3, under number BDR4-213-2011. We have perused a photocopy of the said Power of Attorney dated 20th April, 2011.
11. Pursuant to an application dated 11th October, 2012 made by the Society to the office of the Collector, Mumbai Suburban District, the said Larger Plot has been sub-divided by virtue of an order dated 16th May, 2013 passed by the officer of Collector Mumbai Suburban District; and the said Plot is now designated as a separate plot holding a distinct city survey number. The said Plot is now allocated a new City Survey Number viz. CTS No. 1217 B of Village Versova, Taluka Andheri in the registration Sub-District of Mumbai Suburban.
12. The Society had made the requisite application to the City Survey Office at Versova for the mutation of the Property Register Cards in relation to the said Plot, to include the name of the Society as the lessee of the Owner in respect of the said Plot; and pursuant to such applications made by the Society, the name of the Society appears on the Property Register Card in respect of the said Plot as the lessee of the Owner in respect of the said Plot. Accordingly, the Property Register Card in respect of the said Plot i.e. Plot bearing CTS No. 1217B of Village Versova, reflects the name of the Society as a lessee of the Owner in respect of the said Plot. The said Plot is more particularly described in the Schedule hereunder written.
13. On an application made by our Client Lotus Logistics & Developers Private Limited to the Municipal Corporation of Greater Mumbai ("MCGM") for approval of plans for construction of the Proposed Buildings on the said Plot, the MCGM has approved the plans for construction of a part of the proposed new buildings proposed to be



constructed on the said Plot and had issued an Intimation of Disapproval dated 12th October, 2011 bearing number CHE/WS/0536/K/337/NEW in the name of the Society.

14. Thereafter certain disputes arose between some of the members of the Society (hereinafter referred to as **"the Dissenting Members"**) and our Client, since the Dissenting Members had refused to vacate their premises in the Old Building for demolition thereof.
15. Accordingly, our client had filed a Suit in the Hon'ble High Court of Judicature at Bombay viz. Suit No. 141 of 2013 (hereinafter referred to as **"the High Court Suit"**) inter alia against the Society and the Dissenting Members. During the pendency of the High Court Suit, some of the Dissenting Members had agreed to abide by the terms and conditions of the Development Agreement and had ratified the appointment of our Client Lotus Logistics & Developers Private Limited by the Society as the sole developer in respect of the said Plot; and accordingly, consent terms were filed between such Dissenting Members, the Society and our client Lotus Logistics & Developers Private Limited. After hearing all parties, the said Suit was finally disposed off and decreed by and under an order and judgment 29th October, 2014, passed by the Hon'ble Court, wherein all remaining Dissenting Members (who had till then not settled the disputes with our Client Lotus Logistics & Developers Private Limited) were also directed by the Hon'ble Court to vacate their respective premises in the Old Building.
16. Thereafter, our Client on receiving vacant possession of all flats/premises in the Old Building demolished the said Old Building; and pursuant to an application made by our Client to the MCGM, the MCGM has issued a Commencement Certificate dated 24th July, 2015 bearing no. viz. CHE/WS/0536/K/337/N and has thereby permitted commencement of the construction of Proposed Buildings on the said Plot in accordance with the plans approved by the MCGM. The said Commencement Certificate was revalidated on 23rd July, 2016 in terms of the endorsement made thereon by the MCGM.



17. Our clients had proposed certain amendments in the already approved plans dated 12th October, 2011 and the said amended plans were approved by MCGM vide a letter dated 20th October, 2016. Accordingly, the said Commencement Certificate was further revalidated on 23rd November, 2016 in terms of the amended plans dated 20th October, 2016 b n endorsement made thereon by the MCGM.
18. As per the Property Register Cards of the said Plot, the same admeasures 6,640 square meters.
19. We have perused the development plan remarks of the said Plot issued by the MCGM on 18th November, 2013 and it is stated therein that the said Plot falls in the Residential (R) Zone; and the same is not affected by any reservation, except for 13.40 meters D P Road.
20. In pursuance of the public notices published by us in the Free Press Journal (English- Mumbai Edition) and Navshakti (Marathi- Mumbai Edition) both dated 28th October, 2016 for inviting claims in respect of the said Plot, we confirm that till date we have not received any claims.
21. In the course of the searches caused to be taken by us with the offices of the Sub-Registrar of Assurances at Mumbai and Bandra for the period from 1988 to 2017 in respect of the said Plot, we have not come across any adverse entries with regard to the said Plot contrary to or conflicting with what is stated hereinabove.
22. In the circumstances, we are of the opinion that subject to what is stated above, the Society holds a leasehold title to the said Plot as a Lessee of the Owner (in terms of the above referred Lease Deed dated 31st December, 2010 and our Client, Lotus Logistics & Developers Private Limited are entitled to construct the Proposed Buildings thereon (as per the plans approved by the MCGM and other concerned authorities and other permissions as may be obtained from time to time) and to dispose of the constructed premises in the Proposed Buildings, subject to the rights of the existing members of the



Society to receive their respective premises in the Proposed Buildings in accordance with the terms of the Development Agreement.

THE SCHEDULE

Description of the said Plot

All that piece and parcel of land and ground admeasuring 6,640 square meters or thereabouts and bearing CTS No. 1217B of Village Versova, Taluka Andheri, Mumbai Suburban District and formerly forming part of the Larger Plot, viz., land bearing Survey No. 14, Hissa No. 1, CTS No. 1217 of Village Versova, Taluka Andheri, within the Registration Sub-District of Mumbai Suburban.

For Law Scribes:


(Neil Mandevia)
Advocate & Solicitor