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FORMAT – A (Circular 28/2021 dated 08/03/2021)

To

The MahaRERA

Housefin Bhavan,
Property No. C-21, E-Block,
Bandra-Kurla Complex,
Bandra (East),
Mumbai 400 051.

LEGAL TITLE REPORT

Subject: Title Clearance Certificate with respect to property being:
ALL THAT piece or parcel of land Plot No. 146 of the Shivaji Park Scheme at Mahim, situated at Dr. M.B. Raut Road, Shivaji Park, Mumbai 400 028 (briefly **“the Property”**).

Project: **“SAFFRON” (Plot area 465.72 Sq. Mtrs.)**

We have investigated the title of the Property on the request of **BUILDARCH-GP** a Joint Venture between (1) Buildarch Land Developers Private Limited and (2) M/s Godshalwar Project Consultants & Developers, a sole proprietary concern of Mr. Rajendra Pundlikrao Godshalwar, having its place of business at 1st Floor, Sankalp, S.H. Paralkar Marg, Shivaji Park, Dadar (West), Mumbai 400 028 (briefly **“the Promoter”**) and perused the copies of the following documents i.e.:

(A) Description of the Property:

ALL THAT leasehold piece or parcel of land containing by admeasurement 557 Sq. Yards. equivalent to 465.72 Sq. Mtrs. or thereabouts, situate, lying and being Plot No. 146 of the Shivaji Park Scheme at Mahim of the Municipal Corporation of Greater Mumbai in the City and Island of Mumbai in the Registration District and Sub-District of Mumbai bearing New Survey No. 1507 and Cadastral Survey No. 1855 of Mahim Division and assessed by the Assessor & Collector of Municipal Rates and Taxes under “G” Ward Nos. 4841(4) and 4841(4-B) and Street Nos. 13 and 13-A and bounded as under:



- On or towards the East : By Plot No. 144 of the Shivaji Park Scheme;
On or towards the West : By Plot No. 148 of the Shivaji Park Scheme;
On Or towards the South : By a 40 feet wide Road No. 2;
On or towards the North : By Plot No. 147 of the Shivaji Park Scheme.

(B) The documents of allotment of the Property:

- (a) Indenture of Lease dated 1st October, 1941 between the Brihanmumbai Municipal Corporation, Madhusudan Damodar Bhat/Municipal Commissioner and Wasudeo Jairam Sahani, registered under No. 4862-1941;
- (b) Deed of Surrender of Lease dated 10th January, 1961 between Wasudeo Jairam Sahani, the Brihanmumbai Municipal Corporation and Moreshwar Gajanan Pimputkar/Municipal Commissioner, registered under No. BOM-1921-1961;
- (c) Indenture of Lease dated 10th January, 1961 between the Brihanmumbai Municipal Corporation, Moreshwar Gajanan Pimputkar/Municipal Commissioner and Wasudeo Jairam Sahani, registered under No. BOM-1922-1961;
- (d) Indenture dated 12th July, 1978 between the Brihanmumbai Municipal Corporation, Bapu Kallappa Chaugule/Municipal Commissioner and Wasudeo Jairam Sahani, registered under No. BOM-1946-78;
- (e) Gift Deed dated 19th July, 1984 between Wasudeo Jairam Sahani/Donor and Nisha Arun Sahani along with Ashlesha Dilip Sahani/Donees, registered under No. BOM-1737-84;
- (f) Deed of Assignment dated 1st March, 2016 between Ashlesha Dilip Sahani/Assignor and Buildarch Land Developers Private Limited/Assignee, registered under No. BBE2-3057-2016;
- (g) Consent Terms and order dated 17th July, 2023 passed in the Bombay High Court Writ Petition (L) No. 33671 of 2022 (Mrs. Geetanjali Kishor Pradhan & Ors. Vs MHADA & Ors.) along with the order of the same date passed in terms thereof;
- (h) Consent Terms and order dated 18th July, 2023 passed in the Bombay High Court Writ Petition (L) No. 33671 of 2022 (Mrs. Geetanjali Kishor Pradhan & Ors. Vs MHADA & Ors.) along with the order of the same date passed in terms thereof;



- (i) Letter dated 27th July, 2023 issued by the Estate Department of the Brihanmumbai Municipal Corporation (BMC);
- (j) Agreement for Redevelopment dated 26th September, 2023 between Nisha Arun Sahani and Buildarch Land Developers Private Limited, registered under No. BBE2-22742-2023;
- (k) Power of Attorney executed by Nisha Arun Sahani in favour of Buildarch Land Developers Private Limited, registered under No. BBE2-22744-2023;
- (l) Lost Report No. 21309-2024 dated 14th February, 2024 issued by Shivaji Park Police station on the complaint of Buildarch Land Developers Private Limited regarding loss of original title deeds;
- (m) Lost Report No. 21317-2024 dated 14th February, 2024 issued by Shivaji Park Police station on the complaint of Nisha Arun Sahani regarding loss of original title deeds;
- (n) Declaration-cum-Indemnity dated 27th February, 2024;
- (o) Public Notice dated 8th March, 2024 published in Free Press Journal newspaper of even date issued by Buildarch Land Developers Private Limited and Nisha Arun Sahani;
- (p) Public Notice dated 8th March, 2024 published in Navshakti newspaper of even date issued by Buildarch Land Developers Private Limited and Nisha Arun Sahani;
- (q) Letter dated 26th March, 2024 of Kadam & Company, Advocates in furtherance to the Public Notices dated 8th March, 2024; and
- (r) Property Register Card.

(C) Search Report:

- (a) Search Report dated 6th August, 2015 for the period 1938 to 2015; and
- (b) Search Report dated 26th December, 2024 for the period 2015 to 2024.

(D) Document pertaining to constitution of the Promoter:

- (a) Joint Venture Agreement dated 11th September, 2023 between Buildarch Land Developers Private Limited and M/s Godshalwar Project Consultants & Developers, a sole proprietary concern of Mr. Rajendra Pundlikrao Godshalwar.



(E) Permissions issued by the BMC and MBRRB:

- (a) No Objection Certificate No. R/NOC/F-2947/10431/M.B.R.&R. Board-2023 dated 4th December, 2023 issued by the Mumbai Building Repairs & Reconstruction Board (MBRRB) (briefly "**MBRRB's NOC**");
- (b) Intimation of Disapproval bearing No. P-19766/2023/(1855)/G-North/Mahim/IOD/1/New dated 3rd May, 2024 issued by the BMC (briefly "**IOD**"); and
- (c) Commencement Certificate bearing No. P-19766/2023/(1855)/G/North/Mahim/CC/1/New dated 16th September, 2024 issued by the BMC (briefly "**CC**").

On perusal of the above-mentioned documents relating to the title of the Property we are of the opinion that the title of the Promoter is clear, marketable and without any encumbrances; and that the Promoter is entitled to redevelop the Property as per the terms and conditions of the MBRRB's NOC, IOD and CC referred to above and in accordance with the applicable provisions of the Development Control & Promotion Regulations for Greater Mumbai, 2034 (briefly "**the DCPR-2034**").

- 1. Owners of the Property : Buildarch Land Developers Private Limited and Nisha Arun Sahani.
- 2. Qualifying comments/remarks, if any : As per Annexure "A"

The report reflecting the flow of title of the Owners and the Promoter to the Property is enclosed herewith as **Annexure "A"**.

Encl.: Annexure "A"

Date: 30th December, 2024


KADAM & COMPANY
Advocates



ANNEXURE "A"

Report reflecting the flow of the title of the Owners and the Promoter:

Re: ALL THAT leasehold piece or parcel of land containing by admeasurement 557 Sq. Yards. equivalent to 465.72 Sq. Mtrs. or thereabouts, situate, lying and being Plot No. 146 of the Shivaji Park Scheme at Mahim of the Municipal Corporation of Greater Mumbai in the City and Island of Mumbai in the Registration District and Sub-District of Mumbai bearing New Survey No. 1507 and Cadastral Survey No. 1855 of Mahim Division and assessed by the Assessor & Collector of Municipal Rates and Taxes under "G" Ward Nos. 4841(4) and 4841(4-B) and Street Nos. 13 and 13-A and bounded as under:

On or towards the East : By Plot No. 144 of the Shivaji Park Scheme;

On or towards the West : By Plot No. 148 of the Shivaji Park Scheme;

On Or towards the South : By a 40 feet wide Road No. 2;

On or towards the North : By Plot No. 147 of the Shivaji Park Scheme.

1. For the purpose of this Report, we have relied on:

- (a) Copies of documents of allotment of the Property;
- (b) 02 Search Reports, the first dated 6th August, 2015 for the period 1938 to 2015 and the second dated 26th December, 2024 for the period 2015 to 2024; and
- (c) Document pertaining to constitution of the Promoter.
- (c) MBRRB NOC, IOD and CC; and
- (d) Information provided by the Promoter.

2. Flow of Title as reflected in the documents of allotment of Property:

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- (a) Brihanmumbai Municipal Corporation (earlier known as Municipal Corporation of the City of Bombay) (briefly "**the BMC**") is the owner of the land bearing Plot No. 146 of the Shivaji Park Scheme at Mahim, situated at Dr. M.B. Raut Road, Shivaji Park, Mumbai 400 028 (briefly "**the said Land**"), it having been vested in the BMC under the provisions of Section 92 of the Mumbai Municipal Corporation Act, 1888.
- (b) By and under an Indenture of Lease dated 1st October, 1941 made between the BMC, being the Corporation of the first part, Madhusudan Damodar Bhat, being the Municipal Commissioner of the second part and one Wasudeo Jairam Sahani, being the Lessee of the third part, the BMC, for the consideration mentioned therein granted unto the said Wasudeo Jairam Sahani (briefly "**the said Original Lessee**") lease of the said Land together with the building "Wasudeo Niketan" constructed by the said Original Lessee thereon for a term of 999 years at the yearly rent of Rs. 432/- and subject to the covenants contained in the said Indenture of Lease dated 1st October, 1941. The said Indenture of Lease has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. 4862 on 13th January, 1942. The said Building "Wasudeo Niketan" as originally constructed consisted of a ground floor and two upper floors together with a staircase room.
- (c) By and under a Deed of Surrender of Lease dated 10th January, 1961 executed between the said Original Lessee of the first part, the BMC of the second part and Moreshwar Gajanan Pimputkar, the Municipal Commissioner of the third part, the said Original Lessee surrendered to the BMC lease of the said Land and the building "Wasudeo Niketan" (as it consisted then) as granted to him under the Indenture of Lease dated 1st October, 1941. The said Deed of Surrender has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-1921-1961 on 10th January, 1961.



- (d) By and under an Indenture of Lease dated 10th January, 1961 executed between the BMC of the first part, Moreshwar Gajanan Pimputkar, the Municipal Commissioner of the second part and the said Original Lessee of the third part (briefly "**the said Indenture of Lease**"), the BMC granted lease of the said Land together with the building "Wasudeo Niketan" as it was then, to the said Original Lessee for the term in perpetuity from the date of the said indenture, at the yearly rent of Re. 1/- (Rupee One Only) and subject to the covenants contained in the said Indenture of Lease. The said Indenture of Lease has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-1922-1961 on 15th January, 1963.
- (e) The said Original Lessee being desirous of constructing two motor garages and a storage tank and a pump room in the compulsory open space and an additional (part) third floor in accordance with the plan and specifications prepared by his Engineer, applied to the BMC to grant him license and permission for the said purpose.
- (f) The BMC approved the plans and specifications submitted by the said Original Lessee. Accordingly, by and an Indenture dated 12th July, 1978 executed between the BMC of the first part, Bapu Kallappa Chaugule, the Municipal Commissioner of the second part and the said Original Lessee of the third part, the BMC granted license to the said Original Lessee to construct two motor garages, a storage tank and a pump room in the compulsory open space and an additional (part) third floor in accordance with the plans approved by the BMC and subject to the said Original Lessee paying to the BMC extra ground rent of Rs. 200/- per annum for two motor garages and Rs. 167/- per annum for (part) third floor and subject to the covenants contained in the said Indenture dated 12th July, 1978. The said Indenture has been registered with the office of the Sub-Registrar of Assurances at Mumbai No. BOM-1946-78 on 10th November, 1978.



- (g) In pursuance to the license so granted, the said Original Lessee constructed two motor garages, a storage tank and a pump room in the compulsory open space and an additional (part) third floor on the then existing structure of the building "Wasudeo Niketan" in accordance with the plans approved by the BMC. The then existing structure of the building "Wasudeo Niketan" and the above mentioned further/additional constructions shall hereinafter referred to as **"the said Building"**.
- (h) By and under a Gift Deed dated 19th July, 1984 executed between the said Original Lessee, referred to therein as the Donor of the one part and Nisha Arun Sahani and Ashlesha Dilip Sahani (both being daughters-in-law of the said Original Lessee) referred to therein as the Donees of the other part, the said Original Lessee, granted, conveyed, assigned, released, transferred and assured by way of gift unto the said Nisha Arun Sahani and Ashlesha Dilip Sahani (briefly **"the said Nisha"** and **"the said Ashlesha"** respectively) the said Property, together with all his equitable right, title and interest therein; and also all his rights, title, interest and benefits granted under the Indenture of Lease dated 10th January, 1961. The said Gift Deed has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BOM-1737-84 on 28th October, 1985.
- (i) By and under a Deed of Assignment dated 1st March, 2016 executed between the said Ashlesha, referred to therein as the Assignor of the one part and Buildarch Land Developers Private Limited (briefly **"BLDPL"**), referred to therein as the Assignee of the other part, the said Ashlesha assigned, conveyed and transferred to BLDPL her 50% undivided share, right, title and interest in the said Property at or for the consideration and subject to the covenants contained therein. The said Deed of Assignment has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE2-3057-2016 on 20th April, 2016.



- (j) 10 out of 11 tenants of the said Building (excluding Arun Wasudeo Sahani/husband of Nisha Arun Sahani) had appointed BLDPL as the developer of the said Property and granted in its favour "Irrevocable Consents" to undertake redevelopment of the said Property under Regulation No. 33(7) of the DCPR-2034 or under any other existing scheme or other scheme which will come in force in future. On the basis of the Irrevocable Consents so granted by the said tenants, BLDPL had submitted with the MBRRB a redevelopment proposal of the said Property.
- (k) 10 tenants of the said Building (referred to in clause (j) above) had, filed a Writ Petition in the Hon'ble Bombay High Court being Writ Petition (L) No. 33671 of 2022 (Mrs. Geetanjali Kishor Pradhan & Ors. Vs MHADA & Ors.) (briefly "**the said Writ Petition**"). In the said Writ petition, the Petitioners therein had impleaded the said Nisha and BLDPL as Respondent Nos. 4 and 5, respectively in their capacity as the co-lessees/co-owners. The said Writ Petition was filed because of the delay on the MBRRB's part in processing the redevelopment proposal as submitted by BLDPL.
- (l) Pursuant to the Consent Terms dated 17th July, 2023 arrived between the Petitioners in the said Writ Petition and BLDPL/Respondent No. 5, the said Petitioners agreed upon certain terms and conditions pertaining to redevelopment of the said Property. The Hon'ble Bombay High Court took the said Consent Terms on record and passed an order dated 17th July, 2023 in terms thereof.
- (m) During pendency of the said Writ Petition the said Nisha/Respondent No. 4 and BLDPL/Respondent No. 5 amicably resolved the pending issues between them, which they recorded in terms of the Consent Terms dated 18th July, 2023 arrived between them. The Hon'ble Bombay High Court took the said Consent Terms between the said Nisha and BLDPL on record and passed an order dated 18th July, 2023 in terms thereof.



- (n) Pursuant to the Consent Terms dated 18th July, 2023 the said Nisha i not only admitted, accepted and confirmed BLDPL's appointment as developer of the said Property by the 10 out of 11 tenants/occupants, but also transferred and entrusted upon BLDPL development rights of her 50% undivided share in the said Property with its fullest FSI potential as per the prevailing and future DC Regulations and with clear and marketable title, free from all encumbrances and reasonable doubts.
- (o) In furtherance to the Consent terms dated 18th July, 2023, Arun Wasudeo Sahani, who is husband of the said Nisha and tenant of Flat No. 12 on the 3rd floor of the said Building granted his Irrevocable Consent in BLDPL's favour for redevelopment of the said Property.
- (p) The Estate Department of the BMC took the Gift Deed dated 17th July, 1984 and the Deed of Assignment dated 1st March, 2016 on its record. Accordingly, vide letter dated 27th July, 2023 the said Department transferred lease of the said Property in the name of the said Nisha and BLDPL.
- (q) In compliance with the said Consent Terms dated 18th July, 2023, the said Nisha and BLDPL executed between them an Agreement for Redevelopment dated 26th September, 2023 whereby the said Nisha confirmed the grant of redevelopment rights of her 50% undivided share in the said Property in BLDPL's favour and also recorded the terms and conditions agreed between them (briefly "**the said Redevelopment Agreement**"). The said Redevelopment Agreement has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE2-22742-2023. In furtherance to the said Redevelopment Agreement, the said Nisha executed in BLDPL's favour an irrevocable Power of Attorney; and thereby conferred upon BLDPL the powers and authorities as specified therein (briefly "**the said Power of Attorney**"). The said



Power of Attorney has been registered with the office of the Sub-Registrar of Assurances at Mumbai under No. BBE2-22744-2023.

As per the above mentioned flow of title, BLDPL and the said Nisha are the co-lessees of the Property, each of them holding equal 50% undivided share therein; and BLDPL is the developer appointed by the said Nisha in respect of her 50% share in the said Property.

3. **Misplaced original title deeds:**

- (a) It is recorded in the said Redevelopment Agreement that the original title deeds of the Property, which have been enlisted at Sr. No. (B)(a) to (B)(e) above (briefly "**the said lost title deeds**") are not either with BLDPL or the said Nisha. However, entries in the Search Report dated 6th August, 2015 corroborate that each of the said lost title deed was duly registered with the office of the Sub-Registrar of Assurances at Mumbai. Thus, existence of the said lost title deeds is substantiated. As per the Search Reports and disclosure made by the Promoter, BLDPL and/or the said Nisha have not deposited the said lost title deeds as security for repayment of any loan availed by them; and that the said lost title deeds are genuinely lost and not traceable.
- (b) In terms of the said Redevelopment Agreement, BLDPL and Nisha have taken the following steps in respect of the said lost title deeds viz.
- (i) BLDPL and the said Nisha have filed independent complaints with the Shivaji Park Police Station bearing Lost Report No. 21309-2024 dated 14th February, 2024 and Lost Report No. 21317-2024 dated 14th February, 2024.
- (ii) BLDPL and the said Nisha have deposed a Declaration-cum-Indemnity dated 27th February, 2024, wherein they have confirmed that they never had custody of originals of the said lost title deeds and hence, the question of either of them depositing the same with anybody by way of security or otherwise does not arise.



- (iii) BLDPL and the said Nisha had, through us, issued a public notice dated 8th March, 2024 in the newspapers Free Press Journal and Navshakti both dated 8th March, 2024, thereby inviting claims in respect of the Property on the basis of the said lost title deeds. We haven't received any claim in response to the said public notice; and we have vide our letter dated 26th March, 2024 have informed BLDPL and the said Nisha about the same.

4. Search Report:

We read 02 Search Reports of the Property, the first dated 6th August, 2015 for the period 1938 to 2015; and the second dated 26th December, 2024 for the period 2015 to 2024. We have found that there are no entries/documents registered which adversely affect the title of the Property.

5. Property Register Card:

On perusal of the Property Register Card of the said Land it is seen that the name of the Original Lessee i.e. Wasudeo Jairam Sahani is still recorded thereon as the lessee thereof.

6. Constitution of the Promoter:

BLDPL and M/s Godshalwar Project Consultants & Developers, which is a sole proprietary concern of Rajendra Pundlikrao Godshalwar (briefly "GP"), have formed a joint venture between them by name "Buildarch-GP" i.e. the Promoter herein with an objective to redevelop the Property in joint venture. Accordingly, BLDPL and GP have executed between them a Joint Venture Agreement dated 11th September, 2023 inter alia recording the terms and conditions agreed between them in respect of redevelopment of the said Property in joint venture. The Promoter as such is entitled to implement redevelopment of the Property.

7. Encumbrances:

NIL

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8. Any other relevant title:

NIL

9. Litigations:

NIL

10. Permissions granted by the MBRRB and the BMC:

On reading the permissions granted for redevelopment of the Property, it is observed as under:

- (a) The MBRRB has approved the redevelopment proposal of the said Property as submitted with it by BLDPL and issued in BLDPL's name No Objection Certificate No. R/NOC/F-2947/10431/M.B.R.&R. Board-2023 dated 4th December, 2023 for redevelopment of the said Property in accordance with the scheme of Regulation No. 33(7) of the DCPR-2034.
- (b) The BMC has issued IOD bearing No. P-19766/2023/(1855)/G-North/Mahim/IOD/1/New dated 3rd May, 2024 in BLDPL's name and thereby permitted BLDPL to construct a new building on the said Land as per the plans enclosed with the IOD, subject to compliance with the conditions set out therein.
- (c) BLDPL has complied with those conditions in the IOD, which are required to be complied before starting the work of the proposed new building. Thereupon the BMC has issued Commencement Certificate (CC) bearing No. P-19766/2023/(1855)/G/North/ Mahim/CC/1/New dated 16th September, 2024 in BLDPL's name and thereby permitted BLDPL to commence work of the proposed new building.

As per the information given by the Promoter, the above referred NOC, IOD and CC are valid and subsisting.


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Advocates

