

JIGAR SHAH

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Ref. No. JS/T-01/2025

[Format – A]

(Circular No.: - 28/2021)

To,

MahaRERA

LEGAL TITLE REPORT

SUB: Freehold land bearing CTS No. 503 A of Village Vile Parle (West), Taluka Vile Parle in the Registration District and Sub-District of Mumbai Suburban District and bearing Survey No. 212A Hissa No. 3 (Part) and Survey No. 214B (Part) and admeasuring 1672 square meters as per the Property Register Card (equivalent to approximately 2,000 square yards) or thereabouts, together with the building known as “Azad Apartment” and two Garages of The Gobind and Ram Co-operative Housing Society Limited standing thereon and situate at Azad Lane, Off S. V. Road, Andheri (West), Mumbai – 400 058 (hereinafter referred to as “**the said property**”).

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I have investigated the title of M/S. NAVKAR REALTY to the development rights in respect of the said property on the basis of the following documents i.e.:

1. Description of the Property:

Freehold land bearing CTS No. 503 A of Village Vile Parle (West), Taluka Vile Parle in the Registration District and Sub-District of Mumbai Suburban District and bearing Survey No. 212A Hissa No. 3 (Part) and Survey No. 214B (Part) admeasuring 1672 square meters as per the Property Register Card (equivalent to approximately 2,000 square yards) or thereabouts, together with the building known as “Azad Apartment” and two Garages of The Gobind and Ram



Co-operative Housing Society Limited standing thereon and situate at Azad Lane, Off S. V. Road, Andheri (West), Mumbai - 400 058 (hereinafter referred to as "**THE SAID PROPERTY**").

2. **The Documents of Allotment of Plot:**

- a) By and under an Indenture of Conveyance dated 30th December, 1965 registered with the Sub-Registrar of Assurances at Bandra under Serial No. BND-674/1966 executed by and between the State Bank of India and Minoo Kaikhushru Gadiyal, being the then surviving Trustee (at the time) of the Trust created under Clause 3 of the Second Codicil dated 10th July, 1936 to the Will dated 2nd July, 1923 of one Nowroji Darasha Reporter (therein referred to as 'the Vendors') of the First Part, (b) M/s. Premlok Builders (therein referred to as 'the First Confirming Parties') of the Second Part, (c) M/s. Preetlal Builders, (therein referred to as "the Second Confirming Parties") of the Third Part, (d) Gobindram Menghraj (therein referred to as "the Third Confirming Party") of the Fourth Part and (e) The Gobind & Ram Co-operative Housing Society Limited (therein referred to as 'the Purchasers') (hereinafter referred to as "**THE SOCIETY**") of the Fifth Part, the Vendors therein, with the confirmation of the Confirming Parties therein, granted, conveyed and assured all that piece and parcel of land situate on the South Side of Azad Street, Swami Vivekanand Road, (formerly known as Ghodbunder Road,) Andheri (West), Mumbai- 400 058 at Village Vile Parle Taluka South Salsette, Mumbai Suburban District, admeasuring approximately 2,000 square yards or thereabouts of The Gobind and Ram Co-operative Housing Society Limited, unto the Society herein for the consideration and on the terms and conditions mentioned therein.
- b) By and under an Indenture of Mortgage dated 16th November, 1966, duly registered with the Sub-Registrar



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of Bombay under Serial No. BOM-R/4253/1966 made and executed between The Gobind and Ram Co-operative Housing Society Limited (therein referred to as "the Mortgagors") of the One Part and (1) Virchand Dalaji, (2) Punamchand Dalaji and (3) Jayantilal Virchand carrying on business in partnership under the firm name and style of Messrs. Virchand Punamchand and Co. (therein referred to as "the Mortgagees") of the Other Part the Mortgagors conveyed and assured all that piece or parcel of land bearing Survey No. 212A Hissa No.3 and 214B situate on the west side of Swami Vivekanand Road (formerly known as Ghodbunder Road) in Mouje, Vile Parle, Taluka South Salsette, Bombay Suburban District Registration Sub-District of Bandra containing by admeasurement 2000 sq. yards (i.e. 1672.26 sq. metres) out of a larger piece admeasuring (4689 square yards of which 161 square yards taken in set-back in 1958) 4528 square yards (i.e. 3785.99 sq. metres) or thereabouts (hereinafter referred to as "**THE SAID PLOT**") unto the Mortgagees subject to the proviso for redemption on repayment of principal sum together with interest in the manner and upon the terms and conditions and covenants therein contained.

c) By a Deed of Re-Conveyance dated 2nd June, 1967 duly registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2352/1967 made and executed between (1) Veerchand Dalaji and (2) Punamchand Dalaji carrying on business in partnership under the firm name and style of Messrs. Veerchand Poonamchand and Co. (therein referred to as "the mortgagees") of the one part and Gobind and Ram Co-operative Housing Society Ltd. (therein referred to as "the mortgagors") of the other part, the Mortgagees granted and re-conveyed the said Plot alongwith buildings, if any



thereon unto the Mortgagor therein for the consideration and on the terms and conditions mentioned therein.

- d) By an Indenture of Mortgage dated 2nd June, 1967 , duly registered with Sub-Registrar of Assurances at Mumbai under Serial No. BOM-R/2353/1967, made and executed between The Gobind and Ram Co-operative Society Limited (therein referred to as the “the Mortgagees”) of the one part and Maharashtra State Co-operative Housing Finance Corporation Ltd. (therein referred to as “the Mortgagors”) of the other part, the Mortgagors conveyed and assured the said Plot together with structures/buildings thereon if any onto the Mortgagees subject to the proviso for redemption on repayment of said principal sum together with interest in the manner and upon the terms and conditions and covenants therein contained.
- e) By a Deed of Modification dated 24th July, 1969, duly registered with the Sub-Registrar of Bombay under Serial No. BOM-R/2946/1969 made and executed between The Gobind and Ram Co-operative Housing Society Ltd. (therein referred to as “the mortgagors”) of the One Part and The Maharashtra Co-operative Housing Finance Society Limited (therein referred to as “the mortgagees”) of the Other Part the parties therein agreed to modify the principal sum contained in the Indenture of Mortgage dated 2nd June, 1967 on the terms and conditions mentioned therein.
- f) In or around the year 1971, the Society completed the construction of a building upon the said Plot, now known as ‘Azad Apartment’ and having therein 3 (three) wings named as ‘A’, ‘B’ and ‘C’, each wing comprising of ground floor plus 3 (three) upper storeys (hereinafter referred to as the “**SAID BUILDING**”). There are two adjoining garages on the south west corner of the said Plot (hereinafter referred to as “**THE GARAGES**”) in exclusive possession of the Society. Hereinafter, the said Plot



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together with the said Building and the Garages shall hereinafter collectively be referred to as the **“SAID PROPERTY”**.

- g) By a Deed of Re-Conveyance dated 31st July, 2009 duly registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR-9/7313/2009 made and executed between The Maharashtra State Co-operative Housing Finance Corporation Ltd. (therein referred to as “the mortgagees”) of the one part and The Gobind and Ram Co-operative Housing Society Ltd. (therein referred to as “the mortgagors”) of the other part, the Mortgagees granted and re-conveyed the said Property against the repayment of the mortgage debt by the Mortgagors unto the Mortgagor therein on the terms and conditions mentioned therein.
- h) In these circumstances, the Society is the owner of and is absolutely seized and possessed of the said Plot, the said Building and the Garages, and its present Members are in absolute, exclusive and lawful possession, use and enjoyment of their respective Flats in the said Building.
- i) By a Development Agreement dated 3rd October, 2024 duly registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR-18/17439/2024 made and executed between (1) The Gobind and Ram Co-operative Housing Society Limited (therein referred to as “the society”) of the First Part, (2) Mrs. Vanita A. Mendes and Others (therein referred to as “the confirming parties”) of the Second Part, and (3) M/S. Navkar Realty (therein referred to as “the Developers”) of the Third Part, the Society with the consent and confirmation of the Confirming Parties therein granted redevelopment rights to M/S. Navkar Realty, being the Developer herein to re-develop the said property for the consideration and on the terms and conditions set out therein.



j) By a Power of Attorney dated 3rd October, 2024, duly registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR-18/17440/2024, the society granted powers in favour of (1) Mr. Nilesh P. Shah, (2) Mr. Darshan P. Shah and (3) Mr. Hardik D. Shah being the partners of M/S. Navkar Realty i.e. the Developer to jointly and/or severally to do execute and perform all such deeds, acts and things as more particularly mentioned therein for the purpose of re-development of the said property.

k) By a Supplemental Redevelopment Agreement dated 3rd October, 2024, duly registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR-18/17441/2024, made and executed between (1) The Gobind and Ram Co-operative Housing Society Limited (therein referred to as “the society”) of the First Part, (2) Mrs. Vanita A. Medes and Others (therein referred to as “the confirming parties”) of the Second Part and (3) M/S. Navkar Realty (therein referred to as “the Developers”) of the Third Part, the parties therein agreed and confirmed to alter and amend the Reserved Flats and terms with respect to the release of the said reserved Flats under the Development Agreement dated 3rd October, 2024 on the terms and conditions mentioned therein.

3. The Kami Jasti Patra (KJP) shows that the Survey No. 212A, Hissa No. 3(Part), and Survey No. 214B (Part) is allotted to Land bearing CTS No. 503A and the said plot admeasures 1672 sq.mts. *(Please provide the KJP)*

4. The Extracts of the Property Registered Card is respect of Property bearing CTS No. 503A of Village Vile Parle (West), Taluka Vile Parle, Mumbai Suburban District, shows that the Land is owned by the said society i.e. Gobind & Ram Co-operative Housing Society Limited. The Land admeasures 1672.00 sq. mtrs. as per the extract of the Property Registered Card.



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5. D.P. Remarks dated 26th July, 2023 issued by the Office of the Chief Engineer (Development Plan) of Municipal Corporation of Greater Mumbai, under No.Ch.E./DP34202307111476180 in respect of the said property and that there is no reservation for any public purpose. The D.P. Remarks show that the said property falls in the Residential Zone save and except an existing amenity abutting the said Land by way of a primary & secondary School.
6. M/s. Markand Gandhi and Co., Advocates and Solicitors have caused to be published public notices inviting claims in newspapers, namely, Free Press Journal (English) and Janmabhoomi (Gujarati), Mumbai Editions, which appeared in their respective issues on 5th March, 2024. No claims have been received pursuant to the same till date. The same is recorded by the letter dated 17th October, 2024 issued by M/s. Markand Gandhi & Co. I have not issued any further public notice.
7. I have perused Search Report dated 14th October, 2024 issued by Mr. N.D. Rane, Search Clerk at the office of Bombay and Bandra Sub-Registrar for the period of 70 years i.e. from 1954 to 2024 under instructions of M/s. Markand Gandhi and Co., Advocates and Solicitors. I have not taken further search.
8. I have taken the year 1965 as the root of the Title.
9. On perusal of the abovementioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of The Gobind & Ram Co-operative Housing Society Limited to the said property and the entitlement of M/S. NAVKAR REALTY to redevelop the said property is clear, marketable and without any encumbrances.
10. **Owners of the land:**



(1) The Gobind & Ram Co-operative Housing Society Limited.

(2) Qualifying comments/ remarks if any - By duly registered Development Agreement dated 3rd October, 2024, the society has granted development rights to M/S. NAVKAR REALTY.

11. The flow of entitlement of development rights of M/S. NAVKAR REALTY ("Developer"), to develop the said Property is mentioned in Clause 2 above.

Dated this 1st day of April, 2025.



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FORMAT – A

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FLOW OF THE TITLE OF THE SAID LAND.

Sr. No.

- 1) P.R. Card as on date of application for registration – Annexed to Legal Title Report
- 2) Mutation Entry No – As per Property Card
- 3) Search report for 70 years i.e. from 1954 to 2024
Taken from Sub-Registrar' office at Bombay and Bandra.
- 4) Any other relevant title – As per Legal Title Report.
- 5) Litigations if any – NIL

Dated this 1ST day of April, 2025.



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