



**Sahil Shah**

B.L.S./LL.B  
Advocate High Court  
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FORMAT - A

(Circular 28/2021 dated 08/03/2021)

154, Raj Chambers, Alibhai Premji Marg,  
Grant Road, Mumbai - 400 007.  
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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 all that pieces and parcels of land, bearing (i) CTS No. 40/A admeasuring 15.60 square meters (i) CTS No. 40/B admeasuring 10 square meters (ii) CTS No. 19/1/1B admeasuring 51.90 square meters and (iv) Survey Nos. 15/2(p), 16/3(p), and 19/1A corresponding to CTS Nos. 2, 11, 15, 17 and 18 and amalgamated into CTS No. 11 (part) admeasuring 3293.94 square meters together with a building known as Vrindavan- Dham B with 5 wings standing thereon, consisting of ground plus 4 upper floors comprising of 90 residential units therein along with proportionate right, use and entitlement to use, utilize, consume, exploit the benefit of layout Recreation Garden admeasuring 639.15 square meters and Common Internal Access Road admeasuring 284.18 square meters, **all together admeasuring in the aggregate 4352.99 square meters or** thereabouts, situate, lying and being at Village Mulund, Mulund (E), Mumbai - 400 081 in the registration District and Sub District of Mumbai City and Mumbai Suburban. [Hereinafter referred as the "said Property").

1. I have investigated the title of the said Property (as defined herein) on the request of **Sainath Vihaana Realty LLP ("Sainath")** and the following documents: -

1. Description of the said Property:

**Part A**

All that pieces and parcels of land bearing (i) CTS No. 40A admeasuring 15.60 square meters and CTS No. 40/B admeasuring 10 square meters, admeasuring in aggregate 25.60 square meters or thereabouts, corresponding to Survey No. 21/5 (part) situate, lying and being at Village Mulund (East), Taluka Mulund, in Registration Sub-District and District of Mumbai City and Mumbai Suburban ("CTS No. 40A and 40B").

**Part B**

All that pieces and parcels of land bearing CTS No. 19/1/1B admeasuring 51.90 square meters situate at Village Mulund (East), Taluka Mulund and District Mumbai Suburban lying and being Gavanpada Road, Neelam Nagar, Mulund (East), Mumbai - 400 081 ("CTS No. 19/1/1B").

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**Part C**

All that pieces and parcels of land bearing Survey No. 15/2(p), 16/3(p), and 19/1A corresponding to CTS Nos. 2, 11, 15, 17 and 18 and amalgamated into CTS No. 11(part) admeasuring 3,339.42 square meters together with a building known as 'Vrindavan- Dham 'B' with 5 wings standing thereon, consisting of ground plus 4 upper floors comprising of 90 residential units therein along with proportionate right, use and entitlement to use, utilize, consume, exploit the benefit of layout Recreation Garden admeasuring 647.97 square meters and Common Internal Access Road admeasuring 288.10 square meters, admeasuring in the aggregate 4275.49 square meters, situate, lying and being at V.B. Phadke Marg, Village Mulund, Mulund (E), Mumbai - 400 081 in the registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as under ("CTS No. 11(part)"):

On or towards the North: By CTS No. 16 and Mulund Kamlesh Co-operative Housing Society Limited;

On or towards the South: By DP Road;

On or towards the East : By CTS No. 42 and DP Road; and

On or towards the West : By DP Road

All admeasuring in the aggregate 4352.99 square meters.

**2. Documents of allotment of said Property:**

In respect of CTS Nos. 40/A and 40/B:

a) Deed of Distribution dated 8th April, 1960, executed by (i) Dhanji Sakharam Vaity; (ii) Kashinath Sakharam Vaity; and (iii) Hirabai Sakharam Vaity;

b) Deed of Lease dated 9th December, 1961 made between (i) Dhanji Sakharam Vaity; (ii) Kashinath Sakharam Vaity; and (iii) Hirabai Sakharam Vaity, and (i) Gandilal Keshavan Nair and (ii) Tangappa Keshavan Nair, and registered with office of Sub-Registrar of Assurances under Serial No. BND/2653 of 1961;

c) Indenture dated 23rd December, 1965 made by and between Hirabai Sakharam Vaity, and (i) Dhanaji Sakharam Vaity (for self and as the Karta or Manager of his Joint Hindu Family); (ii) Kusum Dhanaji Vaity; (iii)

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Prakash Dhanaji Vaity; (iv) Kumari Vijaya Dhanaji [(iii) and (iv) both minors, through their father and appointed guardian Dhanaji Sakharani Vaity] and (i) Kashinath Sakharani Vaity (for self and as the Karta or Manager of his Joint Hindu Family) and (ii) Parvatibai Kashinath Vaity; and (i) Chunilal Bhagwandas Mehta and (ii) Muktaben Chunilal Mehta, and registered with the office of Sub-Registrar of Assurances under Serial No. BND-2691 of 1965;

d) Articles of Agreement dated 24th July, 1981, made between Muktaben Chunilal Mehta, and M. L. Chougule, sole proprietor of Messrs. Gurudutta Construction;

e) Power of Attorney dated 16th October, 1981, executed by Muktaben C. Mehta, in favour of M. L. Chougule, sole proprietor of Messrs. Gurudutta Construction Co.;

f) Deed of Assignment of Leasehold Interest dated 5th February, 2003 made between Tangappa Keshavan Nair, and (i) Kanaiya D. Kataria; (ii) Jayshree K. Kataria; and (iii) Mamiben D. Bhanushali, being the then partners of Sainath, and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-7-7062 of 2003;

g) Deed of Conveyance of Reversionary Interest dated 31st July, 2003 made between Muktaben Chunilal Mehta, through her constituted attorney Maruti Lingappa Chougule; Maruti Lingappa Chougule, sole proprietor of Messrs. Gurudutt Construction, and (i) Kanaiya Dayaram Kataria; (ii) Jayshree K. Kataria; and (iii) Mamiben D. Bhanushali being the then partners of Sainath, and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-7-7059 of 2003;

h) Power of Attorney dated 1st August, 2003, executed by Tangappa Keshavan Nair in favour of Kanaiya Dayaram Kataria; Jayshree Kataria; and Mamiben D. Bhanushali, partners of M/s. Sainath Developers and registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7-7063 of 2003;

i) Power of Attorney dated 1st August, 2003 executed by Tangappa Keshavan Nair in favour of Kanaiya Dayaram Kataria; Jayshree Kataria; and Mamiben D. Bhanushali, partners of Messrs. Sainath Developers and registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7-7064 of 2003;

j) Declaration-cum-Indemnity Bond dated 27th June, 2004 made by (i) Kanaiya Dayaram Kataria; (ii) Jayshree K. Kataria; and (iii) Mamiben D. Bhanushali, partners of Sainath, and Muktaben Chunnilal Mehta, and

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Tangappa Keshavan Nair, (collectively referred to as the 'Deponents' therein) and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-7-8621 of 2004.

k) Deed of Conveyance dated 3rd December, 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1-18790 of 2021 made between Messrs. Sainath Developers, therein referred to as the Vendor and Sainath Vihaana Realty LLP, therein referred to as the Purchaser.

In respect of CTS No. 19/1/1B:

a) Sale Deed dated 4th April, 1928, and registered with the office of the Sub-Registrar of Assurances under Serial No. 474 of 1928, executed by and between Ramchandra Hiraji Patil, and Keru Jetya Vaity;

b) Will dated 11th September, 1965, executed by of Ramchandra Hiraji Patil and

c) Probate dated 27th September, 1978, passed by Hon'ble High Court of Judicature at Bombay in Testamentary Petition No. 327 of 1975, in respect of the Will of Ramchandra Hiraji Patil;

d) Deed of Partition dated 24th March, 1972, executed by and between (i) Raghunath Ramchandra Patil, and (ii) Vasant Ramchandra Patil, (iii) Trimbak Ramchandra Patil and (iv) Kamlakar Ramchandra Patil ("Patil Family");

e) Letter dated 9th June, 1979 addressed to Chandrakant Mulchand Shah, partner of Messrs. Acme Enterprises, by Patil Family;

f) Consent Decree dated 24th April, 1981, passed by Hon'ble High Court of Bombay in Suit No. 817 of 1981;

g) Letter dated 24th April, 1981 addressed by Raghunath Ramchandra Patil, Vasant Ramchandra Patil and Trimbak Ramchandra Patil to Messrs. Acme Enterprises;

h) Power of Attorney dated 5th December 1985, executed by (i) Vasant Ramchandra Patil, (ii) Trimbak Ramchandra Patil, (iii) Jankibai Raghunath Patil, (iv) Arun Raghunath Patil, (v) Aruna Arun Patil, (vi) Ashok Raghunath Patil, (vii) Sunanda Ashok Patil, (viii) Supriya Ashok Patil, (ix) Asha Narendra Patil, (x) Neeta Narendra Patil, (xi) Nandu Raghunath Patil, (xii) Jayshree Nandu Patil, (xiii) Aditi Nandu Patil, (xiv) Dilip Raghunath Patil, (xv) Kalpana Dilip Patil, (xvi) Krudula Dilip Patil, (serial no. (xvi) being

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minor and represented through her father and natural guardian Dilip Raghunath Patil, (xvii) Vinod Raghunath Patil, (xviii) Neema Vinod Patil, (xix) Onkar Vinod Patil, (serial no. (xix) being minor and represented through her father and natural guardian Vinod Raghunath Patil, and (xx) Shashikala Kamlakar Keny, in favour of Champalal K Vardhan and Umedraj K Vardhan;

i) Power of Attorney dated 12th January 1986, executed by (i) Vasant Ramchandra Patil, (ii) Trimbak Ramchandra Patil, (iii) Prabhavati Kamlakar Patil, (iv) Nutan Shashikant Keni, (v) Navlata nee Kanchan Kantilal Deo, (vi) Milinda Jagdish Worlikar, (vii) Bhavna Kamlakar Patil, (viii) Bhavna Kamlakar Patil, (viii) Santosh Kamlakar Patil, (ix) Jankibai Raghunath Patil, (x) Arun Raghunath Patil, (xi) Aruna Arun Patil, (xii) Harshada Arun Patil, (xiii) Shital Arun Patil, (xiv) Rohit Arun Patil, (serial no. (xii to xiv) being minors and represented through their father and natural guardian Arun Raghunath Patil), (xv) Ashok Raghunath Patil, (xvi) Sunanda Ashok Patil, (xvii) Supriya Ashok Patil, (xviii) Suchitra Ashok Patil, (serial no. (xvii and xviii) being minors and represented through their father and natural guardian Ashok Raghunath Patil, (xix) Asha Narendra Patil, (xx) Neeta Narendra Patil, (serial no. (xx) being a minor and represented by her mother and natural guardian Asha Narendra Patil, (xxi) Nandu Raghunath Patil, (xxii) Jayshree Nandu Patil, (xxiii) Abhijit Nandu Patil, (xxiv) Aditi Nandu Patil, (serial no. (xxiii) and (xxiv) being minors and represented through their father and natural guardian Nandu Raghunath Patil, (xxv) Dilip Raghunath Patil, (xxvi) Kalpana Dilip Patil, (xxvii) Krudula Dilip Patil, (serial no. (xxvii) being minor and represented through her father and natural guardian Dilip Raghunath Patil, (xxviii) Vinod Raghunath Patil, (xxix) Neema Vinod Patil, (xxx) Onkar Vinod Patil, (serial no. (xxx) being minor and represented through her father and natural guardian Vinod Raghunath Patil, and (xxxi) Shashikala Kamlakar Keny, in favour of Champalal K Vardhan and Umedraj K Vardhan;

j) Notarized Declaration dated 1st March, 1996, executed by Umedraj Vardhan, partner of Acme Enterprises;

k) Deed of Conveyance dated 3rd December, 2021, and registered with the office of Sub-Registrar of Assurances under serial no. KRL-1-18792-2021, executed by and between (i) Vasant Ramchandra Patil, (ii) Trimbak Ramchandra Patil, (iii) Prabhavati Kamlakar Patil, (iv) Nutan Shashikant Keni, (v) Navlata nee Kanchan Kantilal Deo, (vi) Milinda Jagdish Worlikar, (vii) Bhavna Kamlakar Patil, (viii) Bhavna Kamlakar Patil, (viii) Santosh Kamlakar Patil, (ix) Jankibai Raghunath Patil, (x) Arun Raghunath Patil, (xi) Aruna Arun Patil, (xii) Harshada Arun Patil, (xiii) Shital Arun Patil, (xiv) Rohit Arun Patil, (serial no. (xii to xiv) being minors and represented through their father and natural guardian Arun Raghunath Patil), (xv)

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Ashok Raghunath Patil, (xvi) Sumanda Ashok Patil, (xvii) Supriya Ashok Patil, (xviii) Suchitra Ashok Patil, (serial no. (xvii and xviii) being minors and represented through their father and natural guardian Ashok Raghunath Patil, (xix) Asha Narendra Patil, (xx) Neeta Narendra Patil, (serial no. (xx) being a minor and represented by her mother and natural guardian Asha Narendra Patil, (xxi) Nandu Raghunath Patil, (xxii) Jayshree Nandu Patil, (xxiii) Abhijit Nandu Patil, (xxiv) Aditi Nandu Patil, (serial no. (xxiii) and (xxiv) being minors and represented through their father and natural guardian Nandu Raghunath Patil, (xxv) Dilip Raghunath Patil, (xxvi) Kalpana Dilip Patil, (xxvii) Krudula Dilip Patil, (serial no. (xxvii) being minor and represented through her father and natural guardian Dilip Raghunath Patil, (xxviii) Vinod Raghunath Patil, (xxix) Neema Vinod Patil, (xxx) Onkar Vinod Patil, (serial no. (xxx) being minor and represented through her father and natural guardian Vinod Raghunath Patil, and (xxxi) Shashikala Kamlakar Keny (all through their constituted attorney Champalal Kishorechand Vardhan) and Messrs. Acme Enterprises, and Sainath Vihana Realty LLP.

In respect of CTS No. 11(part)

1. Indenture of Lease dated 15th September, 1971 made between Muktaben Chunilal Mehta, therein referred to as the Lessor of the One Part and (i) Hirji Kalyanji Thakkar and (ii) Bhagwandas Kanji Thakkar (collectively referred to as "Thakkars"), therein referred to the Lessees of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. BOM/R/4200 of 1971;
2. Indenture dated 17th March, 1972 made between Muktaben Chunilal Mehta, therein referred to Lessor of the One Part and (i) Hirji Kalyanji Thakkar and (ii) Bhagwandas Kanji Thakkar, therein referred to the Licensees of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. BOM/R/1153 of 1972;
3. Deed of Partnership dated 21st May 1976, executed by Thakkars to form a partnership in the name and style of Messrs. Viral Construction Company;
4. Articles of Agreement dated 6th June 1980, made between Muktaben Chunnilal Mehta, therein referred to as the Lessor, the Thakkars, therein referred to as the Lessees and as partners of Viral Construction; and Messrs. Vijay and Company (being a partnership firm), therein referred to as the Developers;

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5. Power of Attorney dated 6th June, 1980, executed by Muktaben and the Thakkars in favour of Kantilal Ravji Makhecha and Shantilal Ravji Makhecha, partners of Vijay & Co.;

6. Order dated 19th November, 1987 bearing reference no. DIN/IND/B-7346 issued by the Office of the Sub-Divisional Officer, Bombay Suburban District;

7. Order dated 17th September, 2013 bearing reference no. Mumbai/GUNI-2/B-7/Housing/Deemed Conveyance/ 2800 of 2013, passed by the District Deputy Registrar of Co-operative Societies, Mumbai Suburban District - 2;

8. Deed of Conveyance (Unilateral) dated 30th October, 2013 made between Geetaben Chunilal Mehta (being the legal heir of Muktaben) (through Mr. Vilas Gawde, the Competent Authority), therein referred to as the Vendor/ Competent Authority of the First Part; Messrs. Vijay & Company (through its partner Rambhai Kantilal Makhecha) (through Mr. Vilas Gawde, the Competent Authority), therein referred to as the First Confirming Party/ Competent Authority of the Second Part; (i) Shantaben Hirji Thakkar; (ii) Anil Hirji Thakkar; (iii) Mahendra Hirji Thakkar (all being the legal heirs of late Mr. Hirji Kalyanji Thakkar) and (iv) Kashiben Bhagwan Thakkar (being legal heir of Bhagwan Kanji Thakkar) (through Mr. Vilas Gawde, the Competent Authority), therein referred to as the Second Confirming Party/ Competent Authority of the Third Part and Vrindavan Dham 'B' Building Co-operative Housing Society Limited, therein referred to as the Purchasers/ Society of the Fourth Part and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-1-9269 of 2013;

9. Rectification Letter dated 3rd January, 2017 issued by the District Deputy Registrar of Co-operative Societies, Mumbai Suburban District - 2;

10. Deed of Rectification dated 17th March, 2017 made between Geetaben Chunilal Mehta (being the legal heir of Muktaben) (through Mr. Vilas Gawde, the Competent Authority), therein referred to as the Vendor/ Competent Authority of the First Part; Messrs. Vijay & Company (through its partner Rambhai Kantilal Makhecha) (through Mr. Vilas Gawde, the Competent Authority), therein referred to as the First Confirming Party/ Competent Authority of the Second Part; (i) Shantaben Hirji Thakkar; (ii) Anil Hirji Thakkar; (iii) Mahendra Hirji Thakkar (all being the legal heirs of Mr. Hirji Kalyanji Thakkar) and (iv) Kashiben Bhagwan Thakkar (being the legal heir of Bhagwan Kanji Thakkar) (through Mr. Vilas Gawde, the Competent Authority), therein referred to as the Second Confirming Party/ Competent Authority of the Third Part and Vrindavan Dham 'B' Building

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Co-operative Housing Society Limited, therein referred to as the Purchasers/ Society of the Fourth Part and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-4-2519 of 2017;

11. Agreement dated 3rd August, 2019 made between Vrindavandham 'A' Building Co-operative Housing Society Limited, therein referred to as 'Vrindavandham 'A' of the One Part and Vrindavandham 'B' Building Co-operative Housing Society Limited, therein referred to as 'Vrindavandham 'B' of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-4-11374 of 2019;

12. Development Agreement dated 7th September, 2021, and registered with the office of the Sub-Registrar of Assurances under serial no. KRL-4-16442 of 2021, executed between Vrindavan Dharn 'B' Building Co-Operative Housing Society Limited, therein referred to as the Society of the First Part, the person referred to in the Fourth Schedule, therein referred to as the Existing Members and Sainath Vihaana Realty LLP, therein referred to as the Developer; and

13. Power of Attorney dated 7th September, 2021, and registered with the office of the Sub-Registrar of Assurances under serial no. KRL-4-16444 of 2021, executed by Vrindavan Dham 'B' Building Co-Operative Housing Society Limited in favour of Sainath Vihaana Realty LLP.

3. 7/12 extracts issued by City Survey Office, and downloaded on 6<sup>th</sup> February, 2023, in respect of CTS Nos. 11, 19/1/1B, 40/A and 40/B.

4. Search Reports:

(a) Search Reports dated (i) 2 reports dated 28<sup>th</sup> January, 2020 and 14<sup>th</sup> May, 2021, all issued by Mr. Eknath S. Gaokar, Search Clerk; (ii) 19<sup>th</sup> October, 2022, 22<sup>nd</sup> September, 2021, both issued by Mr. Manoj Satam, Search Clerk, and (iii) 24<sup>th</sup> November, 2021, issued by Simply Cersai as regards to the searches conducted in the concerned offices of Sub-Registrar of Assurances in respect of the said Property;

(b) Search Reports dated (i) 18<sup>th</sup> October, 2022, issued by Ms. Jinal Dawda, Company Secretary, and (ii) 28<sup>th</sup> September, 2021, 24<sup>th</sup> November, 2021, both issued by Simply Cersai as regards the searches carried out on the portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of the said Property;

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- (c) Search Report dated 19<sup>th</sup> October, 2022, issued by Ms. Jinal Dawda, Company Secretary, as regards to the searches carried out on the portal of CERSAI in respect of Sainath Vihaana Realty LLP;
  - (d) Search Report dated 20<sup>th</sup> October, 2022, issued by Ms. Jinal Dawda, Company Secretary, as regards to the searches carried out on the online portal of the Ministry of Corporate Affairs in respect of Sainath Vihaana Realty LLP; and
  - (e) Legal Audit Report dated 18th October, 2022, issued by Karza Technologies Private Limited as regards online litigation searches conducted in respect of the litigations filed by and/or against Sainath Vihaana Realty LLP.

2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of (i) Vrindavan Dham 'B' Building Co-operative Housing Society Limited ("**Society**") in respect of CTS No. 11(part) admeasuring 3293.94 square meters along with proportionate right, use and entitlement to use, utilize, consume, exploit the benefit of layout Recreation Garden admeasuring 639.15 square meters and Common Internal Access Road admeasuring 284.18 square meters, admeasuring in the aggregate 4275.49 square meters, (*forming part of the said Property*) and Sainath Vihaana Realty LLP in respect of CTS Nos. 19/1/1B, 40/A and 40/B admeasuring in the aggregate 77.5 square meters, as the Owners; (ii) Sainath Vihaana Realty LLP as developer of CTS No. 11(part) in pursuance of the Development Agreement dated 7<sup>th</sup> September, 2021, bearing registration serial no. KRL-4-16442 of 2021 and CTS Nos. 19/1/1B, 40/A and 40/B, admeasuring in the aggregate 4,352.99 square meters, is clear, marketable and without any encumbrance.

Owners of the said Property:

- (a) Vrindavan Dham 'B' Building Co-operative Housing Society Limited is the owner of CTS No. 11(part) admeasuring 3293.94 square meters along with proportionate right, use and entitlement to use, utilize, consume, exploit the benefit of layout Recreation Garden admeasuring 639.15 square meters and Common Internal Access Road admeasuring 284.18 square meters, admeasuring in the aggregate 4275.49 square meters, (*forming part of the said Property*); and
- (b) Sainath Vihaana Realty LLP is the owner of CTS No. 19/1/1B, 40/A and 40/B admeasuring in the aggregate 77.5 square meters (*forming portion of the said Property*).

14. Developer of the said Property:

Sainath Vihaana Realty LLP

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Qualifying comments/remarks:

Commercial Arbitration Petition being CARBP (L) No. 16476 of 2022 has been filed before the Hon'ble High Court of Bombay by Sainath Vihaana Realty LLP against Vrindavan Dham 'B' Building Co-operative Housing Society Limited and others as detailed in the Litigation Section of the **Annexure** attached hereto.

3. The report reflecting the flow of the title of Sainath Vihaana Realty LLP in respect of the said Property is enclosed herewith as **Annexure**.

Dated 13<sup>th</sup> February, 2023

Yours faithfully,



**SAHIL SHAH**  
ADVOCATE HIGH COURT  
154, Raj Chambers, Alibhai Premji Marg,  
Grant Road, Mumbai - 400 007.

Encl: Annexure

**ANNEXURE**

1. Property Register Card Extract:

I, have been furnished with the copy of following digitally certified Property Register Card Extracts, all downloaded 6<sup>th</sup> February, 2023, in respect of the said Property. and on perusal thereof, I note as under:

| C.T.S. No. | Area (in square meters) | Holders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Tenure |
|------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 11         | 6384.30                 | a) Vrindavan Dham 'B' Building Co-operative Housing Society Limited (Holders of 3339.42 square meters together with layout Recreation Garden admeasuring 647.97 square meters and Common Internal Access Road admeasuring 288.10 square meters)<br>b) Vrindavan Dham 'A' Building Co-operative Housing Society Limited (Holders of 1647.76 square meters together with layout Recreation Garden admeasuring 319.15 square meters and Common Internal Access Road admeasuring 141.90 square meters) | C      |
| 40/A       | 15.60                   | Blank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Blank  |
| 40/B       | 10                      | Blank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Blank  |
| 19/1/1B    | 51.90                   | Blank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | C      |

2. Mutation Entries and Documents of title:

(CTS No. 40/A and 40/B (forming part of the said Property) corresponding to 21/5(part):

- (a) By and under a Deed of Lease dated 9<sup>th</sup> December, 1961 made between (i) Dhanji Sakharam Vaity; (ii) Kashinath Sakharam Vaity; and (iii) Hirabai Sakharam Vaity, therein referred to as the Lessors of the One Part and (i) Gandilal Keshavan Nair and (ii) Tangappa Keshavan Nair, therein referred to
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as the Lessees of the Other Part and registered with office of Sub-Registrar of Assurances under Serial No. BND/2653 of 1961 ("Lease Deed"), the lessors therein demised in favour of the lessee therein, land bearing Survey No. 21 Hissa No. 5 admeasuring  $4 \frac{1}{4}$  gunthas equivalent to 429.97 square meters or thereabouts situate, lying and being at Village Mulund, Bombay Suburban District and Registration Sub-District of Bandra (now situated in Village Mulund, Taluka Kurla, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban) ("Survey No. 21/5"), for a period of 99 years commencing from 1<sup>st</sup> January, 1962, at the rent and on the covenants and terms and conditions contained therein. Mutation Entry ("ME") No. 3865 dated 20<sup>th</sup> December, 1965 records the foregoing.

- (b) On perusal of ME No. 4118 dated 10<sup>th</sup> April, 1968, it appears that upon an application being made by Gandilal Keshavan Nair to the Talathi to delete his name, the name of Gandilal Keshavan Nair was deleted from the revenue records in respect of Survey No. 21/5 and only the name of Tangappa Keshavan Nair was reflected in the other rights column of the 7/12 extract as a lessee thereof. I have not been furnished with a copy of the 7/12 extract reflecting the name of Tangappa Keshavan Nair as the lessee thereof in the other rights column of the 7/12 extract.
- (c) By and under an Indenture dated 23<sup>rd</sup> December, 1965 made between Hirabai Sakham Vaity, therein referred to as the 1<sup>st</sup> Vendor of the First Part; (i) Dhanaji Sakham Vaity (*for self and as the Karta or Manager of his Joint Hindu Family*); (ii) Kusum Dhanaji Vaity; (iii) Prakash Dhanaji Vaity; (iv) Kumari Vijaya Dhanaji ((iii) and (iv) both minors, through their father and appointed guardian Dhanaji Sakham Vaity), therein referred to as the 2<sup>nd</sup> Vendors of the Second Part; (i) Kashinath Sakham Vaity (*for self and as the Karta or Manager of his Joint Hindu Family*) and (ii) Parvatibai Kashinath Vaity, therein referred to as the 3<sup>rd</sup> Vendors of the Third Part and (i) Chunilal Bhagwandas Mehta and (ii) Muktaben Chunilal Mehta, therein referred to as the Purchasers of the Fourth Part and registered with the office of Sub-Registrar of Assurances under Serial No. BND-2691 of 1965, the Vendors therein and Dhanaji Sakham Vaity and Kashinath Sakham Vaity as the Managers or Kartas of their respective joint hindu families granted, sold, assigned, released, conveyed and assured unto the Purchasers therein, as joint tenants Survey No. 21/5, at or for the consideration and in the manner contained therein. ME No. 3912 records the aforesaid. On perusal of the aforesaid Indenture dated 23<sup>rd</sup> December, 1965, I observe that by and under an Order dated 9<sup>th</sup> November, 1965 passed in Miscellaneous Petition No. 313 of 1965 filed by Dhanaji Sakham Vaity, the Hon'ble High Court of Judicature at Bombay appointed Dhanaji Sakham Vaity as the guardian

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without security and without remuneration of the undivided share, right, title and interest of the aforesaid (i) Prakash Dhanaji Vaity and (ii) Kumari Vijaya Dhanaji, with an authority to complete the sale in pursuance of Agreement for Sale dated 13th October, 1963 and to execute necessary conveyance and other assurances on behalf of the aforesaid minors in respect of their respective undivided share, right, title and interest in Survey No. 21/5 in favour of Chunilal Mehta or his nominee or nominees. On further perusal of the aforesaid Indenture dated 23rd December, 1965, I note that the same does not make any reference of the Deed of Lease dated 9th December, 1961 (as detailed hereinabove) since the aforesaid sale would be subject to Deed of Lease dated 9th December, 1961

- (d) On perusal of ME No. 4173 dated 9<sup>th</sup> November, 1968 it appears that by and under a Gift Deed dated 18<sup>th</sup> January, 1966, Chunnilal B. Mehta gifted *inter-alia* Survey No. 21/5 in favour of Muktaben C. Mehta. However, I have not been furnished with the aforesaid Gift Deed.
- (e) By and under an unregistered Articles of Agreement dated 24<sup>th</sup> July, 1981 made between Muktaben Chunilal Mehta, therein referred to as the Vendor of the One Part and M. L. Chougule, sole proprietor of Messrs. Gurudutta Construction, therein referred to as the Purchaser of the One Part, the Vendor therein agreed to sell to the Purchaser therein Survey No. 21/5, at or for the consideration and on the terms and conditions contained therein.
- (f) By and under a Power of Attorney dated 16<sup>th</sup> October, 1981, Muktaben C. Mehta, nominated, constituted and appointed M. L. Chougule, sole proprietor of Messrs. Gurudutta Construction Co. to do all acts, matter and things in respect of Survey No. 21/5 as more particularly described therein ("**Power of Attorney**"). I have been informed by Sainath that Messrs. Gurudutta Construction and Messrs. Gurudutta Construction Co., are one and the same entity.
- (g) On perusal of copy of a kami jasti patrak, I note that Survey No. 21/5 was assigned CTS No. 39 admeasuring 346.80 square meters. However, on perusal of Deed of Assignment of Leasehold Interest dated 5<sup>th</sup> February, 2003 (as detailed hereinbelow), I note that Survey No. 21/5 was assigned CTS Nos. 40. I have been informed by Sainath that Survey No. 21/5 was assigned CTS Nos. 40 and that the area of Survey No. 21/5 is erroneously recorded as admeasuring 346.80 square meters in the aforesaid kami jasti patrak instead and in place of 429.97 square meters.
- (h) By and under a Deed of Assignment of Leasehold Interest dated 5<sup>th</sup> February, 2003 made between Tangappa Keshavan Nair, therein referred to as the Assignor of the One Part and (i) Kanaiya D. Kataria; (ii) Jayshree K. Kataria;

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and (iii) Mamiben D. Bhanushali, being the then partners of Sainath, therein referred to as Assignee of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-7-7062 of 2003 ("**Deed of Assignment**"), the Assignor therein assigned and transferred unto and in favour of the Assignee therein, the leasehold rights in CTS No. 40 for the unexpired residue of the term, at or for the consideration and the covenant and terms and conditions contained therein and in the Deed of Lease. ME No. 5062 dated 2<sup>nd</sup> June, 2004 records the aforesaid. On perusal of the aforesaid Deed of Assignment of Leasehold Interest, I note that the same records the area of CTS No. 40 as admeasuring 346.80 square meters. I note that under the aforesaid have not been furnished with any document in respect of assignment and transfer of balance area admeasuring 83.17 square meters, however, on perusal of the aforesaid ME No. 5062 dated 2<sup>nd</sup> June, 2004, I note that, the area of Survey No. 21/5 is recorded as 4 ¾ gunthas equivalent to 429.97 square meters or thereabouts and also under the Declaration-cum-Indemnity Bond dated 27<sup>th</sup> June, 2004 (*as detailed hereinbelow*) it is recorded that the intention of the parties therein was to transfer the entire CTS No. 40 in favour of Sainath.

- (i) By and under a Deed of Conveyance of Reversionary Interest dated 31<sup>st</sup> July, 2003 made between Muktaben Chunilal Mehta, through her constituted attorney Maruti Lingappa Chougule, therein referred to as the Vendor of the First Part; Maruti Lingappa Chougule, sole proprietor of Messrs. Gurudutta Construction, therein referred to as the Sub-Vendor of the Second Part and (i) Kanaiya Dayaram Kataria; (ii) Jayshree K. Kataria; and (iii) Mamiben D. Bhanushali, the then partners of Sainath, therein referred to the Purchaser of the Third Part and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-7-7059 of 2003, the Vendor and Sub-Vendor therein granted, sold, transferred, released, conveyed and assured unto and in favour of the Purchasers therein the reversionary interest and all other rights and/ or claims of the Vendor and Sub-Vendor respectively in CTS No. 40, subject to the Lease Deed and subject to the rights of the lessee therein, at or for the consideration and in the manner contained therein. ME No. 5062 dated 2<sup>nd</sup> June, 2004 records the aforesaid. On perusal of the aforesaid Deed of Conveyance of Reversionary Interest, I note that the same records the area of CTS No. 40 as admeasuring 346.80 square meters however on perusal of the Declaration-cum-Indemnity Bond dated 27<sup>th</sup> June, 2004 (*as detailed hereinbelow*) it is recorded that the intention of the grantors of the aforesaid power of attorney was to grant the power of attorney for the entire CTS No. 40 in favour of Sainath. On perusal of the Power of Attorney (*defined and detailed hereinabove*), I note that, although there is no express power granted to M. L. Chougule, sole proprietor of

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Messrs. Gurudutta Construction Co. to execute and/ or register a Deed of Conveyance on behalf of Muktaben C. Mehta, , however, there is a general power to execute all other documents and proceedings and generally to do all acts, deeds, matters and things. I have been informed by Sainath that no claims or demands or objection have been raised by Muktaben C. till date.

- (j) By and under a Power of Attorney dated 1<sup>st</sup> August, 2003 made by Tangappa Keshavan Nair and Kanaiya Dayaram Kataria; Jayshree Kataria; and Mamiben D. Bhanushali, partners of M/s. Sainath Developers and registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7-7063 of 2003, Tangappa Keshavan Nair nominated, constituted and appointed Kanaiya Dayaram Kataria; Jayshree Kataria; and Mamiben D. Bhanushali, partners of Messrs. Sainath Developers to do all acts, matter and things in respect of Survey No. 21/5 corresponding to CTS No. 40, and as more particularly described therein.
- (k) By and under a Power of Attorney dated 1<sup>st</sup> August, 2003 made between Tangappa Keshavan Nair and Kanaiya Dayaram Kataria; Jayshree Kataria; and Mamiben D. Bhanushali, partners of Messrs. Sainath Developers and registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7-7064 of 2003, Tangappa Keshavan Nair nominated, constituted and appointed Kanaiya Dayaram Kataria; Jayshree Kataria; and Mamiben D. Bhanushali, partners of Sainath to do all acts matter and things in respect of Survey No. 21/5 corresponding to CTS No. 40, and as more particularly described therein. On perusal of the aforesaid Power of Attorney, I note that the same refers to a Deed of Assignment dated 1<sup>st</sup> August, 2003 bearing registration no. BDR-7-7062 of 2003. However, I have been informed by Sainath that the aforesaid Power of Attorney dated 1<sup>st</sup> August, 2003, erroneously records the date of Deed of Assignment as 1<sup>st</sup> August, 2003 instead and in place of 5<sup>th</sup> February, 2003 and the same refers to the Deed of Assignment detailed hereinabove. On perusal of the aforesaid Deed of Conveyance of Reversionary Interest, I note that the same records the area of CTS No. 40 as admeasuring 346.80 square meters however on perusal of the Declaration-cum-Indemnity Bond dated 27<sup>th</sup> June, 2004 (*as detailed hereinbelow*) it is recorded that the intention of the grantors of the aforesaid power of attorney intention was to grant the power of attorney for the entire CTS No. 40 in favour of Sainath.
- (l) By and under a Declaration-cum-Indemnity Bond dated 27<sup>th</sup> June, 2004 made by (i) Kanaiya Dayaram Kataria; (ii) Jayshree K. Kataria; and (iii) Mamiben D. Bhanushali, partners of Sainath, therein collectively referred to as Deponent No. 1 and Muktaben Chunnilal Mehta, therein referred to as the Deponent No. 2 and Tangappa Keshavan Nair, therein referred to as



Deponent No. 3 (collectively referred to as the 'Deponents' therein) and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-7-8621 of 2004, it is recorded *inter-alia* that Sainath has surrendered and handed over possession of a portion of CTS No. 40 admeasuring 484.90 for the purposes of 18.30 meters wide DP Road ("**Surrendered Portion**") on 18<sup>th</sup> June, 2004 in the manner contained therein. On perusal of the aforesaid Power of Attorney, I note that the same refers to a Deed of Assignment dated 1<sup>st</sup> August, 2003. However, I have been informed by Sainath that the aforesaid Power of Attorney dated 1<sup>st</sup> August, 2003, erroneously records the date of Deed of Assignment as 1<sup>st</sup> August, 2003 instead and in place of 5<sup>th</sup> February, 2003 and the same refers to the Deed of Assignment detailed hereinabove. On perusal of the aforesaid Deed of Conveyance of Reversionary Interest, I note that the same records the area of CTS No. 40 as admeasuring 346.80 square meters however on perusal of the Declaration-cum-Indemnity Bond dated 27<sup>th</sup> June, 2004 (as detailed hereinbelow) it is recorded that the intention of the grantors of the aforesaid power of attorney was to grant the power of attorney for the entire CTS No. 40 in favour of Sainath.

- (m) By and under an Order dated 27<sup>th</sup> August, 2004 bearing reference no. C/ Office-2D/Sub-Division/SRK-439 passed by the Collector, Mumbai Suburban District, CTS No. 40 admeasuring 519.60 square meters was subdivided into 4 parts being the following and subject to the terms and conditions contained in the Order dated 1<sup>st</sup> October, 2003 issued by the Collector. In pursuance of the aforesaid separate PRCs were opened in respect of CTS Nos. 40A, 40B, 40C and 40D:

| Sr. no. | Part of CTS No. | Area (in square meters) | Holder     |
|---------|-----------------|-------------------------|------------|
| 1.      | A               | 15.60                   | Sainath    |
| 2.      | B               | 10                      | Sainath    |
| 3.      | C               | 484.90                  | D. P. Road |
| 4.      | D               | 9.10                    | -          |

- (n) For the purposes of this Legal Title Report, all that piece and parcel of land bearing (i) CTS No. 40A admeasuring 15.60 square meters and (ii) CTS No. 40B admeasuring 10 square meters and admeasuring in the aggregate 34.60 square meters or thereabouts, corresponding to Survey No. 21, Hissa No. 5 (part), situate, lying and being at Mulund (East), Village Mulund, Taluka Mulund in Registration Sub-District and District of Mumbai City and Mumbai Suburban District is hereinafter referred to as "CTS No. 40A and 40B".

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- (o) By and under a Deed of Conveyance dated 3<sup>rd</sup> December, 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1-18790 of 2021 made between Messrs. Sainath Developers, therein referred to as the Vendor and Sainath Vihaana Realty LLP, therein referred to as the Purchaser, the Vendor thereon sold, transferred, conveyed, assigned and assured CTS no. 40A and 40B in favour of the purchaser therein, at or for the consideration and in the manner contained therein

CTS No. 19/1/1B (forming part of the said Property) corresponding to Survey No. 19/1(part)

- (a) By and under a Sale Deed dated 4<sup>th</sup> April, 1928 and registered with the office of the Sub-Registrar of Assurances under Serial No. 474 of 1928, executed by and between Ramchandra Hiraji Patil ("Ramchandra"), therein referred to as the 'Purchaser' of the One Part and Keru Jetya Vaity, therein referred to as the Vendor of the Other Part, whereby the Vendor therein sold, transferred and conveyed unto and in favour of the Purchaser therein, land bearing *inter alia* Survey No. 19/1 at or for the consideration and in the manner more particularly set out therein.
- (b) On perusal of Mutation Entry No. 1080 dated 25<sup>th</sup> February, 1938, it appears that the sub-division data mentioned in Akarphod Patrak was approved and accordingly the name of Ramchandra was mutated on the 7/12 extract in respect of Survey No. 19/1B admeasuring 23 Ares. I have not been furnished with a copy of the aforesaid Akarphod Patrak and/ or any sub-division order in respect of Survey No. 19/1 into *inter-alia* Survey No. 19/1B.
- (c) On perusal of partially legible copy of Mutation Entry no.3701 dated 24<sup>th</sup> November, 1964, it appears that that new hissa nos. were allotted to the survey nos. and accordingly Hissa No. 1B of Survey No. 19 admeasuring 23 Ares equivalent 2300 square meters was allotted hissa no. 2 in the name of Ramchandra. However, on perusal of the aforesaid it appears that Survey No. 19/1B was allotted Survey No. 19/2 however the documents executed after 1964 continue to record the hissa no. as 19/1B and hence it appears the aforesaid change in hissa no. was not given effect.
- (d) On perusal of copy of a kami jasti patrak, it appears that Survey no. 19/2 admeasuring 2,883 square meters was assigned CTS No. 19 admeasuring 2,883 square meters. I am unaware the manner in which the area of Survey no. 19/2 increased from 2,300 square meters to 2,883 square meters.
- (e) On perusal of the Mutation Entry No. 3908 dated 31<sup>st</sup> May, 1966, it appears that Ramchandra expired on 17<sup>th</sup> February, 1966, leaving behind him, (i) Raghunath Ramchandra Patil, (ii) Vasant Ramchandra Patil, (iii) Trimbak Ramchandra Patil, (iv) Kamlakar Ramchandra Patil (collectively referred to

as the "**Patil Family**") as his only legal heirs and next of kin and further as per the Will of Ramchandra Hiraji Patil dated 11<sup>th</sup> September, 1965, *inter-alia* Survey No. 19/1B was bequeathed to the aforesaid legal heirs and accordingly their names were mutated in the 7/12 extract in respect of Survey No. 19/1B. I note that though in pursuance of ME No. 3701 Survey no. 19/1B was allotted Survey No. 19/2 and corresponding CTS No. 19 however the aforesaid ME No. 3908 continues to record Survey No. 19/1B.

- (f) By a Will dated 11<sup>th</sup> September, 1965 of Ramchandra ("**said Will**") the said Ramchandra bequeathed all his self-acquired properties which includes *inter-alia* Survey No. 19/1B admeasuring 23 gunthas equivalent to 2326.91 square meters in favour of his four sons (i) Raghunath Ramchandra Patil, (ii) Vasant Ramchandra Patil, (iii) Trimbak Ramchandra Patil, and (iv) Kamlakar Ramchandra Patil. I have also been furnished with a copy of a Probate dated 27<sup>th</sup> September, 1978 in the Testamentary Petition No. 327 of 1975 filed before the Hon'ble High Court of Judicature at Bombay in respect of the will of Ramchandra wherein (i) Raghunath Ramchandra Patil, (ii) Vasant Ramchandra Patil, (iii) Trimbak Ramchandra Patil and (iv) Kamlakar Ramchandra Patil were appointed as executors of the will according to the said Will. I note that though in pursuance of ME No. 3701 Survey no. 19/1B was allotted Survey No. 19/2 and corresponding CTS No. 19 however the aforesaid Will continues to record Survey No. 19/1B.
- (g) On perusal of the Mutation Entry No. 4925 dated 6<sup>th</sup> April, 1990, it appears that Kamlakar Ramchandra Patil expired on or about 9<sup>th</sup> October, 1979 leaving behind (i) Prabhavati Kamlakar Patil, wife (ii) Milinda Kamlakar Patil, married daughter (iii) Nutan Shashikant Kini, married daughter (iv) Navlata nee Kanchan Kanti Dee, married daughter (v) Bhavna Kamlakar Patil, married daughter and (vi) Santosh Kamlakar Patil, son as his only legal heirs and accordingly their names were recorded on the 7/12 extract in place of the deceased Kamlakar Ramchandra Patil.
- (h) By a Letter dated 9<sup>th</sup> June, 1979 addressed by the Patil Family to Mr. C. M. Shah *inter alia* Mr. C. M. Shah was permitted to develop land admeasuring 81,057.75 square meters situate at Mulund which includes Survey No. 19/1B, on payment of Rs.1,00,000/- (Rupees One Lakh only) and on the terms and conditions contained therein after the Patil Family fulfills its obligations to obtain certain permissions recorded therein and in consideration of the Patil Family permitting Mr. C. M. Shah to develop the lands therein, Mr. C. M. Shah had to pay a consideration of Rs.43,61,445/- (Rupees Forty Three Lakhs Sixty One Thousand Four Hundred and Forty Five only) to the Patil Family and that a formal agreement shall be executed between the parties for the same. I have not been furnished with the formal

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agreement for development executed between the Patil Family and Mr. C. M. Shah and have been informed representatives of Sainath that same is not available with Sainath. I have been informed by Sainath that Mr. C. M. Shah referred to in the aforesaid letter is Mr. Chandrakant Mulchand Shah who is a partner in Messrs. Acme Enterprises and that the formal agreement was executed by the Patil family in favour of Messrs. Acme Developers (partnership firm) and not Mr. C. M. Shah. I note that though in pursuance of ME No. 3701 Survey no. 19/1B was allotted Survey No. 19/2 and corresponding CTS No. 19 however the aforesaid letter continues to record Survey No. 19/1B.

- (i) It appears that CTS No. 19 was sub-divided into *inter-alia* CTS no. 19/1 however I have not been furnished with any documents in respect thereof. I have been informed by Sainath that the sub-division order evidencing sub-division of CTS No. 19 into *inter-alia* CTS No. 19/1 is not available in their record.
- (j) It appears that the Patil Family failed to fulfill its obligations agreed with Acme and pursuant thereof, a Suit bearing No. 817 of 1981 was filed in the Hon'ble High Court of Judicature at Bombay by Messrs. Acme Enterprises and Chandrakant Mulchand Shah, therein referred to as the Plaintiffs against (i) Raghunath Ramchandra Patil, (ii) Vasant Ramchandra Patil, (iii) Trimbak Ramchandra Patil, (iv) Prabhavati Kamlakar Patil, (v) Melinda Kamlakar Patil, (vi) Nutan Shashikant Kini, (vii) Navlava Kanti Dee, (viii) Bhavna Kamlakar Patil and (ix) Santosh Kamlakar Patil (*serial no. (viii) and (ix) being minors and represented through their natural guardian and mother Prabhavati Kamlakar Patil*), therein referred to as the Defendants ("**said Suit**") for *inter alia* specific performance of the obligations under the Agreement dated 9<sup>th</sup> June, 1979 by the Defendants including in particular to sign such papers and execute documents and to make applications. I have been informed by Sainath that Bhavna Kamlakar Patil and Bhavna Ashok Dave are one and the same person.
- (k) The parties to the said Suit arrived at consent terms which were decreed in terms of the Consent Decree dated 24<sup>th</sup> April, 1981 ("**Consent Decree**").
- (l) Under the Consent Decree it was directed *inter-alia* that:
  - 1. The defendants no. 1 to 3 in their capacities as the surviving executors under the last will and testament of the deceased Ramchandra Patil dated 11<sup>th</sup> September 1965 and as kartas of their respective H.U.F.s in respect of the properties mentioned in the aforesaid suit and the defendants no. 4 to 9 as the legal heirs and representatives of the deceased Kamlakar Ramchandra Patil do specifically perform the Agreement dated 9<sup>th</sup> June,

/s/

1979 in the favour of Plaintiff in order to enable plaintiffs to develop the properties therein being *inter-alia* CTS No. 19/1 in accordance with the provisions of the agreement dated 9<sup>th</sup> June, 1979 and subject to the terms and conditions stipulated in the Order passed under Section 21 of the Urban Land (Ceiling and Regulations) Act, 1976;

2. The defendants therein shall execute one or more conveyance or conveyances or other assurances to effectively transfer and vest the properties to be developed by Messrs. Acme Enterprise in favour of the person or persons as may be stipulated by the plaintiffs. I have been informed by the representatives of Sainath that no conveyance deed has been executed till date by family members of Ramchandra in respect of CTS No. 19/1/1B in the favour of Sainath;
  3. The aforesaid Consent Decree records *inter-alia* that the Court certified the consent terms as being in the interest and for the benefit of minor defendants nos. 8 and 9.
- (m) By a Letter dated 24<sup>th</sup> April, 1981, addressed by Raghunath Ramchandra Patil, Vasant Ramchandra Patil and Trimbak Ramchandra Patil to Messrs. Acme Enterprises recording *inter-alia* that they have put Messrs. Acme Enterprises in vacant possession of lands *inter-alia* bearing Survey No. 19/1 and that Messrs. Acme Enterprises is entitled to develop the same subject to the terms and conditions contained in the Consent Decree and the ULC Order dated 18<sup>th</sup> April, 1981, bearing no. C/ULC/SEC-21/SR-III-325 passed by the Office of the Additional Collector and Competent Authority (U.L.C).
- (n) On perusal of ME No. 5006 dated 8<sup>th</sup> December, 1995 it appears that Raghunath Ramchandra Patil expired on 28<sup>th</sup> July, 1994 leaving behind (i) Jankibai Raghunath Patil, (ii) Arun Raghunath Patil, (iii) Ashok Raghunath Patil, (iv) Nandu Raghunath Patil (v) Dilip Raghunath Patil (vi) Vinod Raghunath Patil; Narendra Raghunath Patil being deceased his heirs (vii) Asha Narendra Patil and (viii) Minu Narendra Patil; (ix) Shashikala Kamlakar Keny, as his only legal heirs and next of kin.
- (o) By and under a Power of Attorney dated 5<sup>th</sup> December 1985, (i) Vasant Ramchandra Patil, (ii) Trimbak Ramchandra Patil, (iii) Jankibai Raghunath Patil, (iv) Arun Raghunath Patil, (v) Aruna Arun Patil, (vi) Ashok Raghunath Patil, (vii) Sunanda Ashok Patil, (viii) Supriya Ashok Patil, (ix) Asha Narendra Patil, (x) Neeta Narendra Patil, (xi) Nandu Raghunath Patil, (xii) Jayshree Nandu Patil, (xiii) Aditi Nandu Patil, (xiv) Dilip Raghunath Patil, (xv) Kalpana Dilip Patil, (xvi) Krudula Dilip Patil, (serial no. (xvi) being minor and represented through her father and natural guardian Dilip Raghunath Patil, (xvii) Vinod Raghunath Patil, (xviii) Neema Vinod Patil, (xix) Onkar Vinod Patil, (serial no. (xix) being minor and represented through her father and

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natural guardian Vinod Raghunath Patil, and (xx) Shashikala Kamlakar Keny, nominated, constituted and appointed Champalal K Vardhan and Umedraj K Vardhan as their constituted attorney to do all those acts, deeds, matters and things more particularly contained therein, in respect of *inter-alia* CTS No. 19/1.

- (p) By and under a notarized Power of Attorney dated 12<sup>th</sup> January 1986, (i) Vasant Ramchandra Patil, (ii) Trimbak Ramchandra Patil, (iii) Prabhavati Kamlakar Patil, (iv) Nutan Shashikant Keni, (v) Navlata nee Kanchan Kantilal Deo, (vi) Milinda Jagdish Worlikar, (vii) Bhavna Kamlakar Patil, (viii) Bhavna Kamlakar Patil, (viii) Santosh Kamlakar Patil, (ix) Jankibai Raghunath Patil, (x) Arun Raghunath Patil, (xi) Aruna Arun Patil, (xii) Harshada Arun Patil, (xiii) Shital Arun Patil, (xiv) Rohit Arun Patil, (serial no. (xii to xiv) being minors and represented through their father and natural guardian Arun Raghunath Patil), (xv) Ashok Raghunath Patil, (xvi) Sunanda Ashok Patil, (xvii) Supriya Ashok Patil, (xviii) Suchitra Ashok Patil, (serial no. (xvii and xviii) being minors and represented through their father and natural guardian Ashok Raghunath Patil, (xix) Asha Narendra Patil, (xx) Neeta Narendra Patil, (serial no. (xx) being a minor and represented by her mother and natural guardian Asha Narendra Patil, (xxi) Nandu Raghunath Patil, (xxii) Jayshree Nandu Patil, (xxiii) Abhijit Nandu Patil, (xxiv) Aditi Nandu Patil, (serial no. (xxiii) and (xxiv) being minors and represented through their father and natural guardian Nandu Raghunath Patil, (xxv) Dilip Raghunath Patil, (xxvi) Kalpana Dilip Patil, (xxvii) Krudula Dilip Patil, (serial no. (xxvii) being minor and represented through her father and natural guardian Dilip Raghunath Patil, (xxviii) Vinod Raghunath Patil, (xxix) Neema Vinod Patil, (xxx) Onkar Vinod Patil, (serial no. (xxx) being minor and represented through her father and natural guardian Vinod Raghunath Patil, and (xxxi) Shashikala Kamlakar Keny, nominated, constituted and appointed Champalal K Vardhan and Umedraj K Vardhan as their constituted attorney to do all those acts, deeds, matters and things more particularly contained therein including to execute conveyance deeds, to lodge the same for registration and to admit execution thereof before the Sub-Registrar of Assurances, in respect of *inter-alia* CTS No. 19/1. I have been informed that Neeta Narendra Patil and Ninu Narendra Patil are one and the same person.
- (q) By and under a notarized Declaration dated 1<sup>st</sup> March, 1996, made by Umedraj Vardhan ("Umedraj"), partner of Messrs. Acme Enterprises, *inter-alia* declaring that the Suit No. 817 of 1981 came to be settled by filing of the Consent Terms on 24<sup>th</sup> April, 1981, whereby Hon'ble High Court of Bombay ordered and decreed that Raghunath Ramchandra Patil, Vasant Ramchandra Patil and Trimbak Ramchandra Patil were directed to specifically perform the Agreement dated 9<sup>th</sup> June, 1979 in respect of properties *inter-alia* CTS

No. 19/1 and further that by virtue of the Consent Decree, Acme have been permitted and authorized to develop the property *inter-alia* Survey No. 19/1B and 19/2 corresponding to CTS no. 19/1 admeasuring 3397.30 square meters.

- (r) By an Order dated 11<sup>th</sup> January, 1985 bearing no. Na. Bhu. 19/1/1 Mumbai East issued by the District Inspector of Land Records, *inter alia* C.T.S. No. 19/1/1 was sub divided into C.T.S. Nos. (i) 19/1/1A admeasuring 273.10 square meters, (ii) 19/1/1B admeasuring 51.90 square meters, (iii) 19/1/1C admeasuring 1237.30 square meters and (iv) 19/1/1D admeasuring 703.10 square meters or thereabouts.
- (s) For the purposes of this Legal Title Report, all that piece and parcel of portion of land bearing CTS. No. 19/1/1B admeasuring 51.90 square meters, situate, lying and being at Village Mulund (East), Taluka Mulund and District Mumbai Suburban, is hereinafter referred to as the "CTS. No. 19/1/1B".
- (i) By and under a Deed of Conveyance dated 3<sup>rd</sup> December, 2021, and registered with the office of Sub-Registrar of Assurances under serial no. KRL-1-18792-2021, executed by and between (i) Vasant Ramchandra Patil, (ii) Trimbak Ramchandra Patil, (iii) Prabhavati Kamlakar Patil, (iv) Nutan Shashikant Keni, (v) Navlata nee Kanchan Kantilal Deo, (vi) Milinda Jagdish Worlikar, (vii) Bhavna Kamlakar Patil, (viii) Bhavna Kamlakar Patil, (viii) Santosh Kamlakar Patil, (ix) Jankibai Raghunath Patil, (x) Arun Raghunath Patil, (xi) Aruna Arun Patil, (xii) Harshada Arun Patil, (xiii) Shital Arun Patil, (xiv) Rohit Arun Patil, (serial no. (xii to xiv) being minors and represented through their father and natural guardian Arun Raghunath Patil), (xv) Ashok Raghunath Patil, (xvi) Sunanda Ashok Patil, (xvii) Supriya Ashok Patil, (xviii) Suchitra Ashok Patil, (serial no. (xvii and xviii) being minors and represented through their father and natural guardian Ashok Raghunath Patil, (xix) Asha Narendra Patil, (xx) Neeta Narendra Patil, (serial no. (xx) being a minor and represented by her mother and natural guardian Asha Narendra Patil, (xxi) Nandu Raghunath Patil, (xxii) Jayshree Nandu Patil, (xxiii) Abhijit Nandu Patil, (xxiv) Aditi Nandu Patil, (serial no. (xxiii) and (xxiv) being minors and represented through their father and natural guardian Nandu Raghunath Patil, (xxv) Dilip Raghunath Patil, (xxvi) Kalpana Dilip Patil, (xxvii) Krudula Dilip Patil, (serial no. (xxvii) being minor and represented through her father and natural guardian Dilip Raghunath Patil, (xxviii) Vinod Raghunath Patil, (xxix) Neema Vinod Patil, (xxx) Onkar Vinod Patil, (serial no. (xxx) being minor and represented through her father and natural guardian Vinod Raghunath Patil, and (xxxi) Shashikala Kamlakar Keny (*all through their constituted attorney Champalal Kishorechand Vardhan*) therein referred to as the Vendor No. 1 of the First Part, Messrs. Acme Enterprises herein referred

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to as Vendor No. 2 of the Second Part, and Sainath Vihana Realty LLP therein referred to as the Purchaser of the Third Part, the Vendor No. 1 therein and Vendor No. 2 therein sold, assured, transferred and conveyed their right, title and interest, unto and in favour of the Purchaser therein, in respect of CTS No. 19/1/1B, at or for the consideration and in the manner more particularly contained therein.

CTS No. 11(part) (forming part of the said Property) corresponding to Survey Nos. 15/2(p), 16/3(p), and 19/1A

- (a) By and under an Indenture of Lease dated 15<sup>th</sup> September, 1971 made between Muktaben Chunilal Mehta, therein referred to as the Lessor of the One Part and (i) Hirji Kalyanji Thakkar and (ii) Bhagwandas Kanji Thakkar (collectively referred to as "Thakkars"), therein referred to the Lessees of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. BOM/R/4200 of 1971, the Lessor therein demised unto the Lessees therein, all that piece and parcel of land bearing (i) Survey No. 16/3 (Part) admeasuring 27 gunthas equivalent to 2731.51 square meters or thereabouts; (ii) Survey No. 16/3 (Part) admeasuring 19 ¼ gunthas equivalent to 1947.55 square meters or thereabouts; and (iii) Survey No. 19/1A admeasuring 12 ½ gunthas equivalent to 1264.75 square meters or thereabouts, admeasuring in aggregate 5943.81 square meters or thereabouts, situate, lying and being at Village Mulund, Mulund (East), Mumbai - 400 081, in the Registration Sub-District of Bandra District Bombay Suburban, in Greater Bombay Area (now in the Registration District and Sub-District of Mumbai City and Mumbai Suburban) ("**First Property**"), for a period of 98 (ninety-eight) years commencing from the date of execution thereof, for the lease rent and the covenants and conditions to be performed and observed as contained therein.
- (b) By and under an unregistered Indenture dated 17<sup>th</sup> March, 1972 made between Muktaben Chunilal Mehta, therein referred to Lessor of the One Part and (i) Hirji Kalyanji Thakkar and (ii) Bhagwandas Kanji Thakkar, therein referred to the Licensees of the Other Part, Muktaben demised unto the Thakkars, all that piece and parcel of land bearing Survey No. 15/2 admeasuring 24 ¼ gunthas equivalent to 2453.37 square meters or thereabouts, situate, lying and being at Village Mulund, Mulund (East), Mumbai - 400 081, in the Registration Sub-District of Bandra District Bombay Suburban, in Greater Bombay Area (now in the Registration District and Sub-District of Mumbai City and Mumbai Suburban) ("**Second Property**"), for a period of 98 years commencing from the date of execution

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thereof, for the consideration and upon the terms and conditions more particularly mentioned therein.

- (c) The Indenture of Lease dated 15<sup>th</sup> September, 1971 and registered with the office of Sub-Registrar of Assurances under Serial No. BOM/R/4200 of 1971; and the Indenture of Lease dated 17<sup>th</sup> March, 1972 and registered with the office of Sub-Registrar of Assurances under Serial No. BOM/R/1153 of 1972, shall be hereinafter collectively referred to as the "**Lease Deeds**" and the First Property and the Second Property admeasuring in the aggregate 8397.01 square meters or thereabouts, is hereinafter referred to as the "**CTS No. 11 Larger Property**".
- (d) By and under a Deed of Partnership dated 21<sup>st</sup> May 1976, the Thakkars entered into a partnership in the name and style of Messrs. Viral Construction Company ("**Viral Construction**") and contributed the CTS No. 11 Larger Property into Viral Construction. I have not been furnished with a copy of the aforesaid Deed of Partnership dated 21<sup>st</sup> May, 1976.
- (e) By and under an Articles of Agreement dated 6<sup>th</sup> June 1980 made between Muktaben Chunnilal Mehta, therein referred to as the Lessor, the Thakkars, therein referred to as the Lessees and as partners of Viral Construction; and Messrs. Vijay and Company ("**Vijay & Co.**") (being a partnership firm), therein referred to as the Developers ("**Development Agreement**"), Muktaben, Thakkars and Viral Construction granted development rights in favour of Vijay & Co. in respect of the CTS No. 11 Larger Property, subject to the Order dated 1<sup>st</sup> February, 1980 bearing reference no. C/ULC/SEC-21/SR-II/281 issued by the Office of the Additional Collector and Competent Authority (ULC), Greater Bombay, and the scheme set out therein, at or for the consideration and on the terms and conditions contained therein.
- (f) By an Agreement for Right of Way dated 19<sup>th</sup> May, 1980 bearing registration no. S/1223 of 1980 read with the Deed of Rectification dated 29<sup>th</sup> May, 1980, the said Thakkars obtained access from one Vasant P. Patil of 30 feet wide road leading to CTS No. 11(part) from Gawan Road. I have not been furnished with a copy of the aforesaid Agreement for Right of Way dated 19<sup>th</sup> May, 1980. I have been informed that the aforesaid document is not available with Sainath.
- (g) By and under a Power of Attorney dated 6<sup>th</sup> June, 1980, Muktaben and the Thakkars nominated, constituted and appointed Kantilal Ravji Makhecha and Shantilal Ravji Makhecha, partners of Vijay & Co. to modify the ULC Orders, get the plans approved in respect of the CTS No. 11 Larger Property.
- (h) On perusal of the Unilateral Deemed Conveyance dated 30<sup>th</sup> October, 2013, (*detailed hereunder*), it appears that, Vijay & Co. constructed *inter-alia*

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Vrindavan Dham 'B' Building on a portion of the CTS No. 11 Larger Property admeasuring 3,339.42 square meters and bearing CTS Nos. 11, 15, 17 and 18 amalgamated into CTS No. 11 and provided layout recreational ground admeasuring 967.12 square meters and common internal access road admeasuring 430 square meters to Vrindavan Dham 'A' and Vrindavan Dham 'B' buildings and which internal access road is passing through CTS No. 11, to be used proportionately between Vrindavan Dham 'A' and Vrindavan Dham 'B' buildings.

- (i) On perusal of a copy of Property Register Card certified on 28<sup>th</sup> August, 2019, in respect of land bearing CTS No. 11, it appears that, by and under an (a) Order dated 1<sup>st</sup> June, 1981, bearing reference no. Mulund (East)/ CTS 11/81 passed by District City Survey Officer and District City Survey Office No.1, Mumbai and (b) Order dated 19<sup>th</sup> November, 1987, bearing reference no. DLN/LND/B 7346 passed by the Sub-Divisional Officer, Mumbai Suburban District (i) CTS No. 11 admeasuring 2470.40 square meters, (ii) CTS No. 15 admeasuring 245.10 square meters, (iii) CTS No. 17 admeasuring 2366.70 square meters and (iv) CTS No. 18 admeasuring 1302.10 square meters were amalgamated into CTS No. 11 admeasuring 6384.30 square meters. I have not been furnished with a copy of aforesaid Order dated 1<sup>st</sup> June, 1981.
- (j) For the purpose of this Legal Title Report, all that piece and parcel of land bearing Survey Nos. 15/2(p), 16/3(p) and 19/1A corresponding to CTS Nos. 2, 11, 15, 17 and 18 and now amalgamated into CTS No. 11 admeasuring 6,384.30 square meters situate, lying and being at V.B. Phadke Marg, Village Mulund, Mulund (E), Mumbai - 400 081 in the registration District and Sub-District of Mumbai City and Mumbai Suburban shall be hereinafter referred to as **"the Revised CTS No. 11 Larger Property"**.
- (k) The flat purchasers of the 'B' building formed themselves into a society under the name of Vrindavan Dham 'B' Building Co-operative Housing Society Limited ("**Society**") and in respect thereof, a Registration Certificate dated 15<sup>th</sup> October, 1987, bearing registration no. BOM/WT/HSG/TC/2753/87-88 came to be issued by the Deputy Registrar of Co-operative Society under the provisions of Maharashtra Co-operative Societies Act, 1960.
- (l) For the purposes of this Legal Title Report, all that piece and parcel of a portion of the Revised Larger Property bearing Survey Nos. 15/2(p), 16/3(p), and 19/1A corresponding to CTS Nos. 11, 15, 17 and 18 and now amalgamated into CTS No. 11 admeasuring 3,339.42 square meters situate, lying and being at V. B. Phadke Marg, Village Mulund, Mulund (E), Mumbai - 400 081 in the registration District and Sub-District of Mumbai City and Mumbai Suburban, is hereinafter referred to as the **"CTS No. 11 Land"**. The said Land together with a building known as Vrindavan- Dham 'B' with 5

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(five) wings standing thereon, consisting of ground plus 4 (four) upper floors comprising of 90 (ninety) residential units, is hereinafter collectively referred to as the "CTS No. 11(part)".

- (m) By and under a Deed of Conveyance (Unilateral) dated 30<sup>th</sup> October, 2013 made between Geetaben Chunilal Mehta (*being the legal heir of Muktaben*) (*through Mr. Vilas Gawde, the Competent Authority*), therein referred to as the Vendor/ Competent Authority of the First Part; Messrs. Vijay & Company (*through its partner Rambhai Kantilal Makhecha*) (*through Mr. Vilas Gawde, the Competent Authority*), therein referred to as the First Confirming Party/ Competent Authority of the Second Part; (i) Shantaben Hirji Thakkar; (ii) Anil Hirji Thakkar; (iii) Mahendra Hirji Thakkar (*all being the legal heirs of late Mr. Hirji Kalyanji Thakkar*) and (iv) Kashiben Bhagwan Thakkar (*being legal heir of Bhagwan Kanji Thakkar*) (*through Mr. Vilas Gawde, the Competent Authority*), therein referred to as the Second Confirming Party/ Competent Authority of the Third Part and Vrindavan Dham 'B' Building Co-operative Housing Society Limited, therein referred to as the Purchasers/ Society of the Fourth Part and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-1-9269 of 2013 ("**Unilateral Deemed Conveyance**"), the Competent Authority as a statutory obligation of the Vendor/ First Confirming Part/ Second Confirming Party therein, granted, transferred, assured and conveyed unto and in favour of the Society, the CTS No. 11 Land along with proportionate right, use and entitlement to use, utilize, consume, exploit the benefit of layout Recreation Garden admeasuring 647.97 square meters (being 66.67% of the total 967.12 square meters) and Common Internal Access Road admeasuring 288.10 square meters (being 66.67% of the total 430 square meters), in the manner more particularly recorded therein.
- (n) By and under a Deed of Rectification dated 17<sup>th</sup> March, 2017 made between Geetaben Chunilal Mehta (*being the legal heir of Muktaben*) (*through Mr. Vilas Gawde, the Competent Authority*), therein referred to as the Vendor/ Competent Authority of the First Part; Messrs. Vijay & Company (*through its partner Rambhai Kantilal Makhecha*) (*through Mr. Vilas Gawde, the Competent Authority*), therein referred to as the First Confirming Party/ Competent Authority of the Second Part; (i) Shantaben Hirji Thakkar; (ii) Anil Hirji Thakkar; (iii) Mahendra Hirji Thakkar (*all being the legal heirs of Mr. Hirji Kalyanji Thakkar*) and (iv) Kashiben Bhagwan Thakkar (*being the legal heir of Bhagwan Kanji Thakkar*) (*through Mr. Vilas Gawde, the Competent Authority*), therein referred to as the Second Confirming Party/ Competent Authority of the Third Part and Vrindavan Dham 'B' Building Co-operative Housing Society Limited, therein referred to as the Purchasers/ Society of the Fourth Part and registered with the office of Sub-Registrar of

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Assurances under Serial No. KRL-4-2519 of 2017, the description of the property conveyed in favour of the Society was rectified to include common road admeasuring 288.10 square meters (being 66.67% of 430 square meters) and Recreation Garden admeasuring 647.97 square meters (being 66.67% of 967.12 square meters) in the manner contained therein.

- (o) By and under an Agreement dated 3<sup>rd</sup> August, 2019 made between Vrindavandham 'A' Building Co-operative Housing Society Limited, therein referred to as 'Vrindavandham 'A' of the One Part and Vrindavandham 'B' Building Co-operative Housing Society Limited, therein referred to as 'Vrindavandham 'B' of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-4-11374 of 2019, the Parties thereto recorded their respective entitlement in the Common Property (*as defined therein*) admeasuring 6,384.30 square meters including but not limited to the layout recreation ground, common internal access road and the manner of utilising and exploiting the same and also the base FSI to be utilised by the aforesaid societies, in the manner and upon the terms and conditions recorded therein.
- (p) By and under a Development Agreement dated 7<sup>th</sup> September, 2021, and registered with the office of the Sub-Registrar of Assurances under serial no. KRL-4-16442 of 2021, executed between Vrindavan Dharn 'B' Building Co-Operative Housing Society Limited, therein referred to as the Society of the First Part, the person referred to in the Fourth Schedule, therein referred to as the Existing Members and Sainath Vihaana Realty LLP, therein referred to as the Developer, the Society and the Existing Members appointed the Developer to develop CTS No. 11 (part) on the terms and conditions contained therein.
- (q) By and under the Power of Attorney dated 7<sup>th</sup> September, 2021, and registered with the office of the Sub-Registrar of Assurances under serial no. KRL-4-16444 of 2021, Vrindavan Dham 'B' Building Co-Operative Housing Society Limited nominated constituted and appointed Sainath Vihaana Realty LLP as its constituted attorney to do all acts, deeds, matters and things as more particularly contained therein in respect of the CTS No. 11(part).
- (r) For the purposes of this Legal Title Report, the said CTS No. 40A and 40B, the said CTS No. 19/1/1B, and the said CTS No. 11(part) are hereinafter referred to as the "**said Property**".

### 3. Searches

#### Searches conducted in the Office of Sub-Registrar of Assurances:

- (a) I have been furnished with the following Search Reports in respect of searches conducted at the offices of Sub-Registrar of Assurances in respect of *inter alia* the said Property (i) Search Report dated 28<sup>th</sup> January, 2020 issued by Mr. Eknath S. Gaokar, Search Clerk for the period 1989 to 2020 and Search Report dated 24<sup>th</sup> November, 2021, issued by Simply Cersai for the period 2020 - 2021 in respect of CTS No. 40A and 40B, (ii) Search Report dated 22<sup>nd</sup> September, 2021 issued by Mr. Manoj N. Satam, Search Clerk for the period 1971 to 2021 (both inclusive) in respect of Survey No. 19/1 of which CTS No. 19/1/1B forms part of, and (iii) Search Reports dated 28<sup>th</sup> January, 2020 and 14<sup>th</sup> May, 2021, both issued by Mr. Eknath S. Gaokar, Search Clerk, for the period 1970 to 2021; and Search Report dated 19<sup>th</sup> October, 2022, issued by Manoj Satam, Search Clerk, for a period from 2021 to 2022; (hereinafter collectively referred to as the "SRO Search Reports") and on perusal of the SRO Search Reports, I note that certain documents are recorded herein. However, I have been informed by Sainath that the same do not affect the right, title, and interest of Sainath in respect of the said Property or any part thereof, including to develop and deal with the same.

**Searches conducted on the portal of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) in respect of the said Property:**

- (a) In respect of the said Property:

I have been furnished with 3 (three) Search Reports dated (i) 18<sup>th</sup> October, 2022, issued by Jinal Dawda, Company Secretary, and (ii) 28<sup>th</sup> September, 2021, 24<sup>th</sup> November, 2021, both issued by Simply Cersai in respect of searches carried out on the portal of CERSAI in respect of the said Property and on perusal thereof, I note that no charge/security interest is reflected therein.

- (b) In respect of Sainath Vihaana Realty LLP:

I have been furnished with a Search Report dated 19<sup>th</sup> October, 2022, issued by Jinal Dawda, Company Secretary, in respect of searches carried out on the portal of CERSAI in respect of Sainath and on perusal thereof, I note that no charge/security interest is reflected therein.

**Searches conducted on the portal of Ministry of Corporate Affairs in respect of Sainath Vihaana Realty LLP:**

- (a) I have been furnished with a Search Report dated 20<sup>th</sup> October, 2022, issued by Jinal Dawda, Company Secretary, in respect of searches carried out on the

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online portal of the Ministry of Corporate Affairs ("MCA") with respect to the charges created by Sainath and on perusal thereof, I note that no charge/security interest is reflected therein.

**Online Litigation Searches:**

(a) In respect of the said Property:

I have been furnished with a Legal Audit Report dated 17<sup>th</sup> October, 2022, issued by Karza Technologies Private Limited in respect of any litigations filed by or against the Society and on perusal thereof, I note that save and except the litigation recorded hereinbelow, there are no other pending litigations reflected therein.

(b) In respect of Sainath Vihaana Realty LLP:

I have been furnished with a Legal Audit Report dated 20<sup>th</sup> May, 2022, issued by Karza Technologies Private Limited in respect of any litigations filed by or against Sainath Vihaana Realty LLP and on perusal thereof, I note that save and except the litigation recorded hereinbelow, there are no other pending litigations reflected therein.

4. **Other Relevant Information:**

(a) I have been furnished with a copy of public notices published on 24<sup>th</sup> November, 2021 by Dhaval Vussonji & Associates, Advocates & Solicitors in the newspapers namely Free Press Journal (English) and Navshakti (Marathi) inviting claims/ objections in respect of CTS No. 40A and 40B and I have been informed that no claims and/ or objections have been received in respect thereto till date.

(b) I have been furnished with a copy of public notices published on 21<sup>st</sup> September, 2021 by Dhaval Vussonji & Associates, Advocates & Solicitors in the newspapers namely Times of India (classified) and Maharashtra Times (Mumbai Edition) inviting claims/ objections in respect of CTS No. 19/1/1B and I have been informed that no claims and/ or objections have been received in respect thereto till date.

(c) I have been furnished with a copy of public notices published on 15<sup>th</sup> January, 2020 by Dhaval Vussonji & Associates, Advocates & Solicitors in the newspapers namely Times of India, Mumbai (English language) and Maharashtra Times, Mumbai (Marathi language), inviting claims/ objections in respect of the CTS No. 11(part) and I have been informed that no claims and/ or objections have been received in respect thereto till date.

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(d) I have been informed that the documents executed in favour of Sainath are with Sainath. I have further been informed that the documents listed hereinbelow are in the possession of the Society:

- (i) Deed of Conveyance (Unilateral) dated 30<sup>th</sup> October, 2013, and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-1-9269 of 2013;
- (ii) Deed of Rectification dated 17<sup>th</sup> March, 2017, and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-4-2519 of 2017;
- (iii) Agreement dated 3<sup>rd</sup> August, 2019 and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-4-11374 of 2019; and
- (iv) A duplicate copy of the aforesaid Agreement dated 3<sup>rd</sup> August, 2019 and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-4-11375 of 2019.

5. Orders passed under the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"):

In respect of CTS No. 40/A and 40/B:

- (a) It appears that by a letter dated 20<sup>th</sup> November, 1999, issued by the office of the collector and competent authority under the ULC Act, 1976, *inter alia* it was held that there is no surplus vacant land with Tangappa Keshavan Nair, erstwhile owner of the CTS No. 11 Larger Property. However, I have not been furnished with the aforesaid letter dated 20<sup>th</sup> November, 1999.
- (b) It appears that due to modification in the areas of *inter-alia* Survey No. 21/5, the constituted attorney of the owner Tangappa Keshavan Nair requested the competent authority to issue a corrigendum in pursuant of the aforesaid letter dated 20<sup>th</sup> November, 1999. In terms thereof, by and under a Corrigendum dated 9<sup>th</sup> March, 2004 bearing reference no. C/ULC/6(i)/SR-XVI/507 issued by the Deputy Collector and Competent Authority (ULC), it was recorded that there is no surplus vacant land as the land owner was allowed to retain land admeasuring 500 square meters being the ceiling limit and that the area held by the owner was 343.80 square meters which is within ceiling limit. Further, I note that there is a remark at the foot of the aforesaid Order dated 9<sup>th</sup> March, 2004 recording that the rest of the letter dated 20<sup>th</sup> November, 1999 remain unchanged.

In respect of CTS No. 19/1 (of which the said CTS No. 19/1/1B forms part of):

- (a) By and under an Order dated 18<sup>th</sup> April, 1981 bearing no. C/ULC/SEC-21/SR-III-325 passed by the Office of the Additional Collector and

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Competent Authority (U.L.C), Trimbak Ramchandra Patil and 3 others were allowed to continue to hold the vacant land in excess of the ceiling limit under section 21(1) of the ULC Act, for construction of houses for weaker sections of the society through Messrs. Associate Enterprises as specified in Annexure 1 therein, subject to the terms and conditions mentioned therein.

- (b) I have been informed that all the terms and conditions mentioned in the Order dated 18<sup>th</sup> April, 1981, have been complied with.

In respect of CTS No. 11 (of which CTS No. 11(part) forms part of)

- (a) I have been furnished with a typed copy of an Order dated 1<sup>st</sup> February, 1980 bearing reference no. C/ULC/SEC-21/SR-II/281 issued by the Office of the Additional Collector and Competent Authority (ULC), Greater Bombay ("ULC Order"), wherein Muktaben and Thakkars were allowed to hold the vacant land being the CTS No. 11 Larger Property in excess of the ceiling limit under the ULC Act, for construction of houses for the weaker section of the society, subject to the terms and conditions contained therein.
- (b) On perusal of the Unilateral Deemed Conveyance dated 30<sup>th</sup> October, 2013 (as detailed hereinabove), I note that the same refers to an Order dated 27<sup>th</sup> January 1980 bearing No. C/ULC/Sec-21/SR-II/281 passed by the Competent Authority and records that ULC Order was modified vide an Order dated 15<sup>th</sup> July, 1980 bearing No. C/ULC/Sec 21/SR-II/281 passed by the Competent Authority. I have been informed that the reference to the Order dated 15<sup>th</sup> July, 1980, bearing No. C/ULC/Sec 21/SR-II/281 passed by the Competent Authority is erroneous and the same is the Corrigendum dated 16<sup>th</sup> July, 1980, detailed hereinbelow.
- (c) I have been furnished with a copy of the Corrigendum dated 16<sup>th</sup> July, 1980, issued by the Additional Collector & Competent Authority, ULC, to the order dated 27<sup>th</sup> January, 1980, bearing reference no. C/ULC/Sec.21/SR-II/281, issued by the Additional Collector & Competent Authority, ULC, wherein *inter alia* the number and size of the tenements was modified and certain items in Annexure 1 thereto were modified and in pursuance of the modification the total area in excess of ceiling limit allowed to be retained with the holder was 8,316.08 square meters. I have not been furnished with the Order dated 27<sup>th</sup> January, 1980 referred to aforesaid.
6. I have been furnished with a copy of an application dated 22<sup>nd</sup> September, 1981, addressed by Mukta Mehta to the Additional Collector & Competent Authority, ULC, for rectifying the area recorded in the order passed under section 21. I have not been furnished with any further order passed in pursuance of the aforesaid

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application and have been informed that the aforesaid order has been complied with.

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7. **Litigation:**

- (a) A commercial arbitration petition being CARBP (L) No. 16476 of 2022 has been filed before the Hon'ble High Court of Bombay by Sainath Vihaana Realty LLP therein referred to as the 'Petitioner' against Vrindavan Dham 'B' Building Co-operative Housing Society Limited and others therein referred to as the 'Respondents' praying *inter alia* therein (i) that the Hon'ble Court may be pleased to direct Respondent Nos. 2 and 3 to vacate their premise being Flat No. B2/407 and handover the vacant and peaceful possession to the Chairman and Secretary of Respondent No. 1 society, who in turn will hand over the possession of their premise to the Petitioner as per the agreed terms of the Development Agreement dated 7<sup>th</sup> September 2021; (ii) that the Hon'ble Court may be pleased to appoint Court Receiver, High Court, Bombay as a Receiver in respect of the said Flat No. B2/407 occupied by Respondent Nos. 2 and 3, with all powers to take physical possession, by use of force, if necessary or otherwise of their premise in possession of Respondent Nos. 2 and 3 and handover the same to the Petitioner for the purpose of redevelopment of the said property in the interest of the majority members of Respondent No. 1 society; and (iii) pending the hearing and final disposal of this Petition, this Hon'ble Court be pleased to pass an order restraining Respondent Nos. 2 and 3 from in any manner selling, alienating, transferring, parting with possession, encumbering, dealing with / disposing of, creating any tenancy or license or otherwise creating any third party rights or interest whatsoever whether directly or indirectly in the Flat No. B2/407. I have been informed that they are in the process of withdrawing the aforesaid CARBP (L) No. 16476 of 2022
- (b) On inspection of the official website of Bombay High Court, it appears that the aforesaid CARBP (L) No. 16476 of 2022, is pending for hearing and the current status of the commercial arbitration petition is 'Pre-Admission'.
- (c) I have been informed that no injunction/restrain order/adverse order has been passed in the aforesaid CARBP (L) No. 16476 of 2022, affecting the rights of Sainath in the CTS No. 11(part) including to develop and deal with the same.

Date: 13<sup>th</sup> February, 2023

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Advocate

Sahil Shah