



**MEHTA & CO.**  
ADVOCATES AND SOLICITORS

**FORMAT -A**  
(Circular No. 28 / 2021)

To,  
MahaRERA,  
Mumbai.

**LEGAL TITLE REPORT**

**Sub.:** All that piece or parcel of land bearing Sub-Divided Plot-A, forming part of Survey No.19 (Part), Old C.T.S. Nos. 29, 30, 31, 32 and 32/1 to 4, and now bearing New C.T.S. No. 29/1, admeasuring 7170 Square Meters and C.T.S. No.29/2 admeasuring 157.2 Square Meters being the land under Road Set Back of Chinchvali Village, Taluka Borivali, Mumbai Suburban District, situated at S.V. Road, Malad (West), Mumbai-400 064.

We have investigated the title of the said Plot on the request of **Triumph Builders LLP** and perused the following documents i.e.:-

- 1) Description of the Plot:-  
Land bearing Sub-Divided Plot-A, forming part of Survey No.19 (Part), Old C.T.S. Nos. 29, 30, 31, 32 and 32/1 to 4, and now bearing New C.T.S. No. 29/1, admeasuring 7170 Square Meters and C.T.S. No.29/2 admeasuring 157.2 Square Meters, of Chinchvali Village, Taluka Borivali, Mumbai Suburban District, situated at S.V. Road, Malad (West), Mumbai-400 064.
- 2) The documents of allotment of Plot:
  - (i) Copy of Indenture of Lease dated 8<sup>th</sup> November 1971, registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/R/4872/1971, between Miss Hirabai Khanderao Navalkar ("Hirabai" for short) and Dr. (Miss) Maneckbai Khanderao Navalkar ("Maneckbai" for short) (Lessors) Gangadhar Vasudeo Mandlik ("Gangadhar" for short) and Subhadra Vasudeo Mandlik ("Subhadra" for short) (Confirming Parties) and Dr. Purshottam Vasudeo Mandlik ("Purshottam" for short), Maneckbai, Gangadhar and Subhadra, the then Trustees of "**Dr. P. V. Mandlik Trust**" (Lessee).
  - (ii) Copy of Probate dated 20<sup>th</sup> April 1976 granted to Purshottam (Executor) by the High Court of Judicature at Bombay in Testamentary Petition No.864 of 1975.

- (iii) Copy of Probate dated 20<sup>th</sup> April 1976 granted to Purshottam (Executor) by the High Court of Judicature at Bombay in Testamentary Petition No.866 of 1975.
- (iv) Copy an Agreement dated 29<sup>th</sup> December 1976 between the then Trustees of Dr. P.V. Mandlik Trust (Vendor) and M/s. Dalvi & Co. (Purchaser).
- (v) Copies of the Notice of Lis-Pendens dated 28<sup>th</sup> April, 1989 and 2<sup>nd</sup> May, 1989 in respect of Suit No. 1355 of 1989 before the High Court of Judicature at Bombay, registered with the Sub-Registrar of Assurances under Serial Nos. PBBJ-2124/89 and P-5122/89, respectively.
- (vi) Copies of the Orders dated 25<sup>th</sup> /28<sup>th</sup> November 1991 and 22<sup>nd</sup> April 1993, passed by the Charity Commissioner, Greater Mumbai.
- (vii) Copy of a Deed of Conveyance dated 26<sup>th</sup> July 1993, registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/1/2261/93, between the Trustees of Dr. P.V. Mandlik Trust (Vendor) and Triumph Builders Pvt. Ltd. (Purchaser).
- (viii) Copy a Deed of Confirmation & Rectification dated 15<sup>th</sup> March 2010, registered the Sub-Registrar of Assurances, Borivli-5, at Mumbai, under Serial No.BDR-11/2431/2010, between the Trustees of Dr. P.V. Mandlik Trust (Vendors) and Triumph Builders Pvt. Ltd. (Purchaser).
- (ix) Copy of an Indenture of Lease dated 10<sup>th</sup> December 1963, registered with the Sub-Registrar of Assurances at Bombay under Serial No.710/1964, between Subhadrabai as a Trustee of Dr. P.V. Mandlik Trust (Lessor) and M/s. Sunlife Textiles & Designers, a Sole Proprietary concern of Inderpal Manoharlal Gambhir ("Inderpal" for short) (Lessee).
- (x) Copies of two separate but similar Agreements both dated 25<sup>th</sup> April 2005, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under Serial No. BDR -10/3983/2005 and No.

BDR-10/27712/2005, respectively, between Inderpal (Tenant) and Triumph Builders Pvt. Ltd. (Owner).

- (xi) Copy an Agreement for Development and Alternative Accommodation dated 17<sup>th</sup> October 2010, registered with the Sub-Registrar at Borivali, Mumbai, under Serial No. BDR-5/10218/2010, between Triumph Builders Pvt. Ltd. (Owner) and Mandlik Nagar Co-operative Housing Society Ltd. (Society).
- (xii) Copy of the Supplemental Agreement dated 11<sup>th</sup> October 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai under serial No. BRL-2/7474/2014, between Triumph Builders Pvt. Ltd.(Owner) and t Mandlik Nagar Co-operative Housing Society Ltd. (Society).
- (xiii) Copy of the Certificate of Registration on Conversion dated 9<sup>th</sup> January 2015 issued by the Registrar of Companies, Maharashtra, Mumbai.
- (xiv) Copy of an Order dated 9<sup>th</sup> February 2015 passed by the Collector, Mumbai Suburban District.
- (xv) Copy of the Addendum dated 11<sup>th</sup> September 2015, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No. BRL-2/7059/2015, between Triumph Builders LLP (Owner) and Mandlik Nagar Co-operative Housing Society Ltd. (Society).
- (xvi) Copy of the Notice of Lis-Pendens registered with the Sub-Registrar of Assurances, Borivali-2 under Serial No. BRL-2/8690/2017, in respect of L. C. Suit No. 330 of 2016, in the Bombay City Civil Court at Dindoshi, Goregaon.
- (xvii) Copy of the Notice of Lis-Pendens registered with the Sub-Registrar of Assurances, Borivali-2 under Serial No. BRL-2/8691/2017, in respect of S.C. Suit No. 354 of 2017, in the Bombay City Civil Court at Dindoshi, Goregaon.
- (xviii) Copy an Indenture of Mortgage dated 6<sup>th</sup> October, 2022, registered with the Sub-Registrar of Assurances, Borivali No.4



at Mumbai, under Serial No. BRL-4/15433/2022, between Triumph Builders LLP (Mortgagor), and Kotak Mahindra Investments Ltd. (Mortgagee)

- (xix) Copy of an Indenture of Mortgage dated 17<sup>th</sup> January, 2023, registered with the Sub-Registrar of Assurances, Borivali No.4 at Mumbai, under Serial No. BRL-4/684/2023, between Triumph Builders LLP (Mortgagor) and Kotak Mahindra Investments Ltd. (Mortgagee).
- (xx) Copy of a Deed of Rectification dated 24<sup>th</sup> January 2023, registered with the Sub-Registrar of Assurances, Borivali No.4 at Mumbai, under Serial No. BRL-4/1016/2023, between Triumph Builders LLP (Mortgagor) and Kotak Mahindra Investments Ltd. (Mortgagee).
- (xxi) Copy of an Order dated 16<sup>th</sup> September 2022, passed by the Collector, Mumbai Suburban District.
- 3) Search Repots dated 25<sup>th</sup> January 2008, 10<sup>th</sup> July 2019 and 6<sup>th</sup> February 2023.

On perusal of the above mentioned documents and all other relevant documents relating to title of the said Plot we are of the opinion that, subject to the Mortgage in respect of the unsold units in the redevelopment project of the said Plot in favour of Kotak Mahindra Investments Ltd., the title of the following Owner/Promoter is clear, marketable and without any encumbrances.

**Owner of the Plot:**

**Triumph Builders LLP**

**Qualifying comments/remarks if any:**

- (a) We have caused to issue Public Notices in local Newspapers viz. Free Press Journal in English language and Navshakti in Marathi language on 25<sup>th</sup> April 2023. We have not received any claim or objection in response to the said Public Notices issued in the News Papers.
- (b) We have relied on the aforesaid Search Reports, after assuming the same to be true, accurate and not misleading. The search conducted at the office of the Sub-Registrar at Mumbai, Bandra, Goregaon and Borivali are subject to the availability of records and also to records being torn and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on account of



non-availability of records or on account of records being torn and mutilated. We also disclaim any responsibility for the consequences which may arise on account of non-availability of records or on account of records being not uploaded or improperly uploaded on the official Website of the Department of Registration & Stamps, Government of Maharashtra viz. <https://esearchigr.maharashtra.gov.in>.

- (c) Unless specifically stated otherwise, we have not inspected or perused the original documents in respect of the said Plot.
- (d) We are not qualified to and have not independently verified the area of the said Plot and have referred to and retained the admeasurements as we have found them in various documents.
- (e) We express no view about zoning/user/reservations/FSI or developability of the said Plot.
- (f) For the purpose of this Legal Title Report, we have assumed:
  - (i) The legal capacity of all natural persons, genuineness of all signatures and authenticity of all documents submitted to us as photocopies;
  - (ii) That the photocopies provided to us are accurate photocopies of the originals;
  - (iii) That all documents have been adequately stamped and duly registered, as required in law;
  - (iv) The accuracy and completeness of the factual representations made in the documents;
  - (v) Each document binds the parties intended to be bound thereby.
  - (vi) All information, including the photocopies of documents, supplied to us is complete, accurate and not misleading;

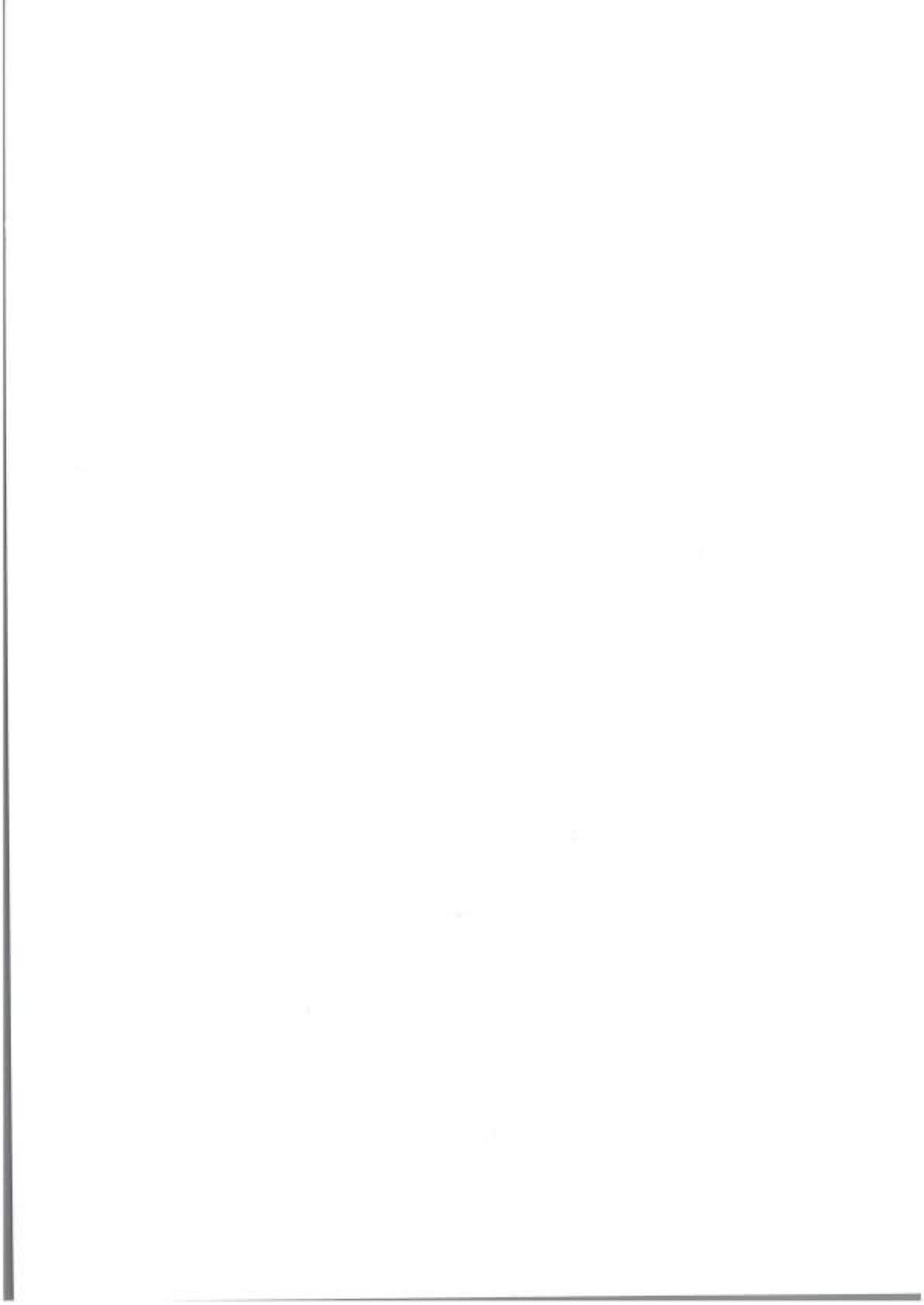
The Report reflecting the flow of the title of the Owner / Promoter on the said Plot is enclosed herewith as Annexure.

**Encl: Annexure.**

Date: 12.05.2023

*M/s. Mehta & Co.*  
*Advocates & Solicitors*

  
*Proprietor*





**MEHTA & CO.**  
ADVOCATES AND SOLICITORS

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**FLOW OF THE TITLE OF THE SAID PLOT**

1. We are informed that at all material time, Miss Hirabai Khanderao Navalkar ("Hirabai" for short) and Dr. (Miss) Maneckbai Khanderao Navalkar ("Maneckbai" for short), were absolutely seized and possessed of or otherwise well and sufficiently entitled, in equal moiety, to various pieces or parcels of land, aggregately admeasuring 4 Acres 9 ½ Guntha i.e. 19,617 Square Yards equivalent to 16,402 Square Meters or thereabouts, of Chinchvali Village, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "**the said larger land**").
2. By an Indenture of Lease dated 8<sup>th</sup> November 1971, registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/R/4872/1971, made between Hirabai and Maneckbai (Lessors) Gangadhar Vasudeo Mandlik ("Gangadhar" for short) and Subhadra Vasudeo Mandlik ("Subhadra" for short) (Confirming Parties) and Dr. Purshottam Vasudeo Mandlik ("Purshottam" for short), Maneckbai, Gangadhar and Subhadra, the then Trustees of "**Dr. P. V. Mandlik Trust**" (Lessees), Hirabai and Maneckbai, with the consent and confirmation of Gangadhar and Subhadra, demised the said larger land unto and in favour of the then Trustees of Dr. P.V. Mandlik Trust, for a term of 998 years at the annual lease rent of Re.1/- and on the terms and conditions more particularly stated therein.
3. We are informed that Hirabai died at Bombay on 16<sup>th</sup> January 1974, leaving behind her last Will and Testament dated 10<sup>th</sup> July 1973, *inter alia*, appointing Purshottam and Maneckbai, as the executors and trustees to administer her estate, including her ½ (one-half) undivided share in the said larger land.
4. We are also informed that Maneckbai also died at Bombay on 5<sup>th</sup> March 1975, leaving behind her last Will and Testament dated 24<sup>th</sup> September 1974, *inter alia*, appointing Purshottam as a sole executor and trustee to administer her estate, including her ½ (one-half) undivided share in the said larger land.

5. Purshottam, in his capacity as a sole surviving Executor under the said Will dated 10<sup>th</sup> July 1973 left by the deceased Hirabai, had applied for Probate of the said Will by filing Petition No.864 of 1975, in the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction, and the Probate dated 20<sup>th</sup> April 1976 therein was granted to Purshottam.
6. Similarly, Purshottam, in his capacity as a sole executor under the said Will dated 24<sup>th</sup> September 1974 left by the deceased Maneckbai, had applied for Probate of the said Will by filing Petition No. 866 of 1975, in the High Court of Judicature at Bombay in its Testamentary and Intestate Jurisdiction, and the Probate dated 20<sup>th</sup> April 1976 therein was granted to Purshottam.
7. In pursuance of both the said Wills dated 10<sup>th</sup> July 1973 and 24<sup>th</sup> September 1974 left by the deceased Hirabai and Maneckbai, respectively, the trustees of Dr. P.V. Mandlik Trust, became the absolute owners of the said larger land by merger of their leasehold rights with the reversionary rights of both deceased Hirabai and Maneckbai in the said larger land.
8. We are informed that Dr. P.V. Mandlik Trust had sub-divided the said larger land into two Sub-Plots, known as Plot-A admeasuring 7357.94 Square Meters (hereinafter referred to as "**the said Plot**") and Plot-B admeasuring 7962.91 Square Meters, respectively, which Sub-Division was sanctioned by the Municipal Corporation of Greater Bombay under No. CE/245/LOP dated 18<sup>th</sup> March 1976.
9. We are informed that by the unregistered Agreement dated 29<sup>th</sup> December 1976, Dr. P.V. Mandlik Trust had agreed to sell the said Plot to one M/s. Dalvi & Co. In pursuance of the said agreement, M/s. Dalvi & Co. had constructed six buildings on the said Plot, known as Building Nos. A-3, A-4, B-1, B-2, B-3 and B-4, respectively, and sold the residential flats constructed therein to various persons on ownership basis, by entering into respective agreements with them and handed over possession of the said flats to the respective purchasers thereof. The Occupants of all the said 6 buildings formed a Co-operative Housing Society known as the Mandlik Nagar Co-operative Housing Society Ltd., and registered the same under the Maharashtra Co-

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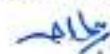
operative Societies Act, 1960 under Registration No.BOM/HSG/T-C/1707/85-86 (hereinafter referred to as **"the said Society"**).

10. It appears that, upon the breaches and defaults committed by M/s. Dalvi & Co., under the said Agreement dated 29<sup>th</sup> December 1976, the Trustees of Dr. P.V. Mandlik Trust had by their Advocate's letter dated 12<sup>th</sup> August 1982 terminated the said Agreement. Being aggrieved by termination of the said agreement, M/s. Dalvi & Co., had filed a suit in the High Court of Judicature at Bombay, being Suit No. 1355 of 1989, against the Trustees of Dr. P.V. Mandlik Trust, for specific performance of the said Agreement dated 29<sup>th</sup> December 1976 and other consequential reliefs.
11. On 28<sup>th</sup> April, 1989 and 2<sup>nd</sup> May, 1989, M/s. Dalvi & Co. registered the Notice of Lis-Pendens of the said Suit No. 1355 of 1989, with the Sub-Registrar of Assurances under Serial Nos. PBBJ-2124/1989 and P-5122/1989, respectively, describing therein the said Plot as *"Survey Nos. 29, 30, 31 and 32 and Hissa Nos. 1,2,3 and 4 and City Survey No. 16 (part)"*.
12. Subsequently, in pursuance of the Bombay City Civil Court (Amendment) Act, 2012 read with the Government Notification No. CCS. 2911/CR58/D.19 dated 28<sup>th</sup> August 2012, the said Suit No. 1355 of 1989 came to be transferred to the Bombay City Civil Court at Bombay and registered as Suit No. 9434 of 1989. Ultimately, by an Order dated 20<sup>th</sup> December 2014 the said Suit has been dismissed for default, by the said Court.
13. In the said Suit filed by M/s. Dalvi & Co., no interim order was passed by the Hon'ble Court and the Trustees of Dr. P.V. Mandlik Trust were not restrained from dealing with, disposing of or creating third party rights in the said Plot, and therefore, pending the said Suit, Dr. P.V. Mandlik Trust obtained permission from the Charity Commissioner, Greater Mumbai, under Section 36 (1) of the Bombay Public Trust Act, 1950, for sale of the said Plot to Triumph Builders Pvt. Ltd., vide Orders dated 25<sup>th</sup> /28<sup>th</sup> November 1991 and 22<sup>nd</sup> April 1993, passed by the Charity Commissioner, Greater Mumbai.
14. In pursuance of the aforesaid permission granted by the Charity Commissioner, Greater Mumbai, by a Deed of Conveyance dated 26<sup>th</sup>



July 1993, lodged for Registration with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/1/2261/1993, Dr. P.V. Mandlik Trust through their then trustees, sold, transferred and conveyed the said Plot together with the structures standing thereon unto and in favour of Triumph Builders Pvt. Ltd., at and for the consideration and on the terms and conditions more particularly stated therein.

15. The said Deed of Conveyance dated 26<sup>th</sup> July 1993, which was accepted for registration by the Sub-Registrar of Assurances at Mumbai, as aforesaid, was lost or misplaced by the office of the said authority and in spite of due and diligent search was taken by the said authority, the same was not found or traceable in their office, and therefore, as directed by the Joint District Registrar, Division (Records), Mumbai District, Triumph Builders Pvt. Ltd, submitted a Photocopy of the said Deed of Conveyance dated 26<sup>th</sup> July 1993, in the office of the said Joint District Registrar, Division (Records), Mumbai District.
16. The said Joint District Registrar, Division (Records), Mumbai District had, by his letter dated 22<sup>nd</sup> February 2008, forwarded the said Photocopy of the said Deed of Conveyance dated 26<sup>th</sup> July 1993 to the Collector of Stamps, Borivali-Taluka, Mumbai, for adjudication of Stamp Duty on the said Deed of Conveyance, under the provisions of Section 32A of Bombay Stamp Act, 1958, while placing on record that the Original Deed of Conveyance dated 26<sup>th</sup> July 1993 which was lodged for Registration under BBM-1-2261/1993 was not traceable and for that reason to treat the Photocopy of the said Deed of Conveyance dated 26<sup>th</sup> July 1993 as a document for the purpose of adjudication of Stamp Duty, penalty and registration fees.
17. The Collector of Stamps, Borivali Taluka, Mumbai by his letter dated 18<sup>th</sup> February 2009 informed the Joint District Registrar, Division (Records), Mumbai District, that the market value of the said Deed of Conveyance dated 26<sup>th</sup> July 1993 was fixed at Rs.15,00,000/- (Rupees Fifteen Lakhs only) and requested the Joint District Registrar, Division (Records), Mumbai District, to proceed further in the matter.
18. In pursuance of the said letter dated 18<sup>th</sup> February 2009, the Sub-Registrar of Assurances at Bombay and Administrative Officer, Mumbai, made an endorsement on the said Photocopy of the said Deed of Conveyance to the effect that the market value of the said documents



was fixed at Rs.15,00,000/- (Rupees Fifteen Lakhs only) and accordingly the said document was properly stamped and proper registration fee was paid thereon.

19. Subsequently, it was noticed by Triumph Builders Pvt. Ltd. that in the said Deed of Conveyance dated 26<sup>th</sup> July 1993, through inadvertence the Survey Number of the said Plot was mentioned as C.T.S. Number and the C.T.S. Numbers were mentioned as Survey Numbers and therefore by a Deed of Confirmation & Rectification dated 15<sup>th</sup> March 2010, the Trustees of Dr. P.V. Mandlik Trust and Triumph Builders Pvt. Ltd., inter alia, confirmed the execution and registration of the said Deed of Conveyance dated 26<sup>th</sup> July 1993 (a Photocopy whereof annexed thereto and marked as Exhibit "D") and also rectified the Survey Number and CTS Numbers respectively of the said Plot, and registered the same with the Joint Sub-Registrar of Assurances, Borivli-5, at Mumbai, under Serial No.BDR-11/2431/2010 on 15<sup>th</sup> March 2010.
20. Prior to the sale of the said Plot by the said Dr. P.V. Mandlik Trust to Triumph Builders Pvt. Ltd., by an Indenture of Lease dated 10<sup>th</sup> December 1963, registered with the Sub-Registrar of Assurances at Bombay under Serial No.710/1964, Subhadrabai, one of Trustee of Dr. P.V. Mandlik Trust had demised and granted sub-lease unto and in favour of M/s. Sunlife Textiles & Designers, a Sole Proprietary concern of Inderpal Manoharlal Gambhir ("Inderpal" for short), a portion of the said Plot admeasuring 501.7 Square Meters or thereabouts. for a term determining on 19<sup>th</sup> September 1969, at or for the lease rent and subject to the terms, conditions and covenants as more particularly recorded therein. In pursuance of the said Indenture of Lease dated 10<sup>th</sup> December 1963, the name of Inderpal came to be entered as the Lessee on the Property Registrar Cards of C.T.S. Nos. 30 (Part) and 32 (Part), forming part of the said Plot.
21. After determination/expiry of the said sub-lease, Inderpal (Proprietor of M/s. Sunlife Textiles & Designers) continued to occupy the structures admeasuring about 5400 Square Feet, constructed by him on the said demised property as a Tenant of Dr. P.V. Mandlik Trust till the date of the said Conveyance dated 26<sup>th</sup> July 1993 and paying the rent of Rs.50/- per month to the said Trust.



22. By Two separate but similar Agreements both dated 25<sup>th</sup> April 2005, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under Serial No. BDR-10/3983/2005 and No. BDR-10/27712/2005, respectively, Inderpal surrendered all his right, title and interest into or upon the said demised property, unto and in favour of Triumph Builders Pvt. Ltd., at and for the consideration and on the terms and conditions more particularly recorded therein. By the said two agreements Inderpal also granted authority to Triumph Builders Pvt. Ltd. to get the name of Inderpal deleted and removed from the Property Register Cards.
23. By an Agreement for Development and Alternative Accommodation dated 17<sup>th</sup> October 2010, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No. BDR-5/10218/2010, and executed between Triumph Builders Pvt. Ltd. and the said Society, the said Society while confirming the right of Triumph Builders Pvt. Ltd. to develop the said Plot granted the redevelopment right to Triumph Builders Pvt. Ltd. in respect of the Plinth area of 1000 Square Meters of the said Plot on which the said Society's then existing buildings were standing, at or for the consideration and on the terms and conditions mentioned therein.
24. Certain terms and conditions of the said Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October 2010 came to be modified and altered by the Supplemental Agreement dated 11<sup>th</sup> October 2014, made between Triumph Builders Pvt. Ltd. and the said Society. The said Supplementary Agreement was registered with the Sub-Registrar of Assurances at Borivali, Mumbai under serial No. BRL-2/7474/2014.
25. Subsequently, with effect from 9<sup>th</sup> January 2015, Triumph Builders Pvt. Ltd. has been converted into Triumph Builders LLP and in respect thereof the Certificate of Registration on Conversion dated 9<sup>th</sup> January 2015 was issued by the Registrar of Companies, Maharashtra, Mumbai.
26. By an Order dated 9<sup>th</sup> February 2015 passed by the Collector, MSD, the area of the said Plot bearing C.T.S. Nos. 30,31, 32 and 32/1 to 4 of Chinchvali Village came to be included in C.T.S. No.29 and the area of C.T.S. No.29 came to be fixed as 7327.2 Square Meters, and P. R. Card of New C.T.S. No.29 came to be issued in the name of Triumph Builders LLP, as the holder thereof.



27. By the Addendum dated 11<sup>th</sup> September 2015, made between Triumph Builders LLP and the said Society, certain terms and conditions of the said Supplementary Agreement dated 17<sup>th</sup> October 2010 came to be further modified and altered. The said Addendum was registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No. BRL-2/7059/2015.
28. By an Indenture of Mortgage dated 6<sup>th</sup> October, 2022, registered with the Sub-Registrar of Assurances, Borivali No.4 at Mumbai, under Serial No. BRL-4/15433/2022, made between Triumph Builders LLP, therein referred to as the Mortgagor and Kotak Mahindra Investments Ltd., therein referred to as the Mortgagee, Triumph Builders LLP has created the Mortgage and charge in favour of Kotak Mahindra Investments Ltd., upon the then unsold units in the redevelopment project of the said Plot, receivable from the then agreed to sell units in the project and the development rights of Triumph Builders LLP under the said Agreement for Development and Alternative Accommodation dated 17<sup>th</sup> October 2010, to secure the term loan obtained by Triumph Builders LLP from Kotak Mahindra Investments Ltd., as more particularly stated therein.
29. By an Indenture of Mortgage dated 17<sup>th</sup> January, 2023, registered with the Sub-Registrar of Assurances, Borivali No.4 at Mumbai, under Serial No. BRL-4/684/2023, made between Triumph Builders LLP, therein referred to as the Mortgagor and Kotak Mahindra Investments Ltd., therein referred to as the Mortgagee, Triumph Builders LLP has created the Mortgage and further charge in favour of Kotak Mahindra Investments Ltd., upon the then unsold units in the redevelopment project of the said Plot, receivable from the then agreed to sell units in the project and the development rights of Triumph Builders LLP under the said Agreement for Development and Alternative Accommodation dated 17<sup>th</sup> October 2010, to secure the further term loan obtained by Triumph Builders LLP from Kotak Mahindra Investments Ltd., as more particularly stated therein.
30. In Index-II of the aforesaid Indenture of Mortgage dated 17<sup>th</sup> January, 2023, issued by the Sub-Registrar of Assurances, Borivali No.4, the date of execution of the said Indenture of Mortgage was inadvertently mentioned as dated 18<sup>th</sup> January 2023 in place of its correct date 17<sup>th</sup> January 2023, and therefore, by a Deed of Rectification dated 24<sup>th</sup>

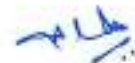


January 2023 registered with the Sub-Registrar of Assurances, Borivali No.4 at Mumbai, under Serial No. BRL-4/1016/2023, made between Triumph Builders LLP and Kotak Mahindra Investments Ltd., the said error was rectified, as more particularly stated therein.

31. In the meantime, by an Order dated 16<sup>th</sup> September 2022, the Collector, Mumbai Suburban District, Sub-Divided the said Plot bearing C.T.S. No. 29 into two (2) Plots viz. C.T.S. No. 29/1, admeasuring 7170 Square Meters and C.T.S. No.29/2 admeasuring 157.2 Square Meters which is under the Road Set Back, respectively.

**Sr. No.**

- 1) Property Register Cards.
- 2) Search Reports dated 25<sup>th</sup> January 2008, 10<sup>th</sup> July 2019 and 6<sup>th</sup> February 2023, for the searches taken in Sub-Registrar office at Mumbai, Bandra, Goregaon and Borivali including on the official Website of the Department of Registration & Stamps, Government of Maharashtra, <https://esearchigr.maharashtra.gov.in>.
- 3) Any other relevant title: Nil
- 4) Litigations if any:
  - (a) Triumph Builders LLP filed a Suit in the High Court of Judicature of Bombay, being Suit No. 268 of 2016, against the said Society and all its 116 members, for specific performance of the aforesaid said Agreements made between Triumph Builders Pvt. Ltd./Triumph Builders LLP and the said Society and other consequential reliefs. In the said Suit, from time to time, separate but similar Consent Terms have been filed by and between Triumph Builders LLP, the said Society and respective 114 members of the said Society; and further orders have been passed in respect of interse disputes regarding membership of the said Society and rights to the permanent alternate accommodation in the redevelopment of the said Plot of the remaining 2 members of the said Society. The said Suit is still pending before the High Court of Judicature at Bombay, for the only purpose of passing of final orders in respect of interse disputes regarding membership and right to the permanent alternate accommodations of the said remaining 2 members of the said Society.



- (b) One M/s. Venus Builders has filed a suit, being L.C. Suit No. 330 of 2016, in the Bombay City Civil Court at Dindoshi, Goregaon, against Triumph Builders Pvt. Ltd., Triumph Builders LLP, Dr. P.V. Mandlik Trust, Charity Commissioner, M/s. Dalvi & Co., the said Society and others, *inter alia*, for the declarations that the said Deed of Conveyance dated 26<sup>th</sup> July 1993; the said Deed of Confirmation and Rectification dated 15<sup>th</sup> March 2010, etc. are illegal, null and void and for other consequential reliefs. On 7<sup>th</sup> September 2017, M/s. Venus Builders has registered the Notice of Lis-Pendens of the said Suit No. 330 of 2016, with the Sub-Registrar of Assurances, Borivali-2 under Serial No. BRL-2/8690/2017. The said Suit is pending before the Hon'ble Court. Till date, no ad-interim or interim order of any nature has been passed by the Hon'ble Court in the said Suit.
- (c) M/s. Venus Builders has also filed a Suit, being S.C. Suit No. 354 of 2017 in the Bombay City Civil Court at Dindoshi, Goregaon, against Mehta & Co., Triumph Builders Pvt. Ltd. and Triumph Builders LLP, *inter alia*, for a declaration that the Title Certificate dated 26<sup>th</sup> August 2010 issued by Mehta & Co. and the said Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October 2010 are illegal, null and void and for other consequential reliefs. On 7<sup>th</sup> September 2017, M/s. Venus Builders has registered the Notice of Lis-Pendens of the said Suit No. 354 of 2017, with the Sub-Registrar of Assurances, Borivali-2 under Serial No. BRL-2/8691/2017. The said Suit is pending before the Hon'ble Court. Till date, no ad-interim or interim order of any nature has been passed by the Hon'ble Court in the said Suit.
- (d) M/s. Venus Builders has also filed the Writ Petition No. 9352 of 2022 in the High Court of Judicature at Bombay, against Triumph Builders Pvt. Ltd., Triumph Builders LLP, Dr. P.V. Mandlik Trust, District Superintendent of Land Records, MSD, Department of Civil Survey, Deputy Director of Land Records, Konkan Division and State of Maharashtra, *inter alia*, for quashing of an Order dated 22.06.2022 passed by the State of Maharashtra in Appeal No.2621/1398/Case No.129/J-3 confirming the order dated 04.01.2021 passed by Deputy



Director of Land Records, Konkan Division and order dated 30.10.2018 passed by District Superintendent of Land Records and also for setting aside the Mutation Entry No. 169 dated 06.09.2013, Mutation Entry No. 186 dated 06.04.2015 and Mutation Entry No. 188 dated 15.06.2015, *interalia*, recording the name of Triumph Builders Pvt. Ltd. / Triumph Builders LLP as the holder of the said Plot. The said Writ Petition is pending before the Hon'ble High Court. However, till this date no ad-interim or order has been passed by the Hon'ble Court in the said Petition.

Date: 12.05.2023

*M/s. Mehta & Co.*  
*Advocates & Solicitors*

  
Proprietor