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FORMAT – A (Circular No.28/2021)

To
Maharashtra

LEGAL TITLE REPORT

SUB: “ALL THAT pieces and parcel of land bearing Survey No.2 (part) C.T.S No.356(PT) of village Pahadi, Goregaon, at New Siddharth Nagar, Goregaon (West), Mumbai 400 104, Taluka - Borivali, admeasuring 1342.24 square metres, as per the said Lease Deed, Additional land in the form of Tit-Bit and Additional land in form of R.G. within the Registration Sub-District of Bandra Bombay Suburban together with the structures standing thereon, as per Property Registered Card together with the existing said building having 40 Residential Flats consisting of Ground plus 1 floors for constructed in the year 1982 - 83), now popularly known as ‘New Siddharth Nagar Pancham Co-Op Hsg Soc Ltd standing thereon situate lying and being in Revenue Village Pahadi Goregaon & Taluka Borivali, in the Mumbai Suburban District at Mumbai which is bounded on or towards East : Bank of Baroda, Staff Quarters, Kumud Nagar; on or towards West : Prabodhan Kridabhan, Siddharth Nagar; On or towards South: Rahul Co-operative Society, Siddharth Nagar and on or towards North : PVR Cinema, Theatre (hereinafter referred to as “SAID PROPERTY” for the sake of brevity)”

We have investigated the title of the captioned property on the request of Oxford Planet Realty LLP, a limited liability partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 7, Shiv Sagar CHS, Sector-1, Charkop, Kandivali (West), Mumbai- 400 067, through its Partners

(1) SHRI. PARBAT RAMJI PATEL AND (2) HIREN PARBAT PATEL, on the basis of following documents i.e.:-

1. Description of the property :-

ALL THAT pieces and parcel of land bearing Survey No.2 (part) C.T.S No.356(PT) of village Pahadi, Goregaon, at New Siddharth Nagar, Goregaon (West), Mumbai 400 104, Taluka - Borivali, admeasuring 1342.24 square metres, as per the said Lease Deed, Additional land in the form of Tit-Bit and Additional land in form of R.G. within the Registration Sub-District of Bandra Bombay Suburban together with the structures standing thereon, as per Property Registered Card together with the existing said building having 40 Residential Flats consisting of Ground plus 1 floors for constructed in the year 1982 - 83), now popularly known as 'New Siddharth Nagar Pancham Co-Op Hsg Soc Ltd standing thereon situate lying and being in Revenue Village Pahadi Goregaon & Taluka Borivali, in the Mumbai Suburban District at Mumbai which is bounded on or towards East : Bank of Baroda, Staff Quarters, Kumud Nagar; on or towards West : Prabodhan Kridabhavan, Siddharth Nagar; On or towards South: Rahul Co-operative Society, Siddharth Nagar and on or towards North : PVR Cinema, Theatre.

2. The documents of allotment of Property:

a) That the Maharashtra Housing And Development Authority ("MHADA"), a Statutory Corporation constituted under the Maharashtra Housing And Area Development Authority Act 1976 (Mah XXVIII of 1977) (hereinafter referred to as "**the said Act**") having its office of Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai

400051 was originally the Owner and were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 1342.24 sq. meters, situated on property bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part). The said MHADA had constructed the buildings on the aforesaid piece of land bearing nos. 1 to 5 & consisting of each ground plus 1 (one) storey structure ("**the said Buildings**") on such aforesaid land bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part) and situated at New Siddharth Nagar, Goregaon (West), Mumbai 400104 in the Registration Sub-District of Goregaon;

- b) That, the said MHADA had allotted all the 40 tenements respectively located in all the said buildings to 40 (forty) different allottees. The members / allottees / owners of the said 40 tenements / flats comprised in the said Buildings have formed a Society and Registered the same with the Registrar of Co-operative Societies known as the **NEW SIDDHARTH NAGAR PANCHAM CO-OPERATIVE HOUSING SOCIETY LTD**, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rules thereunder bearing registration no. **BOM (W-P/S) HSG/ (OH)/ 7564/ 93-94**, (hereinafter referred to as "**the said Society**"). Each of the members / allottees / owners, being members of the said Society are hereinafter individually referred to as "**Member**" and collectively referred to as "**Members**".

c) That the Buildings of the said Society were constructed in the year 1983-84 and thus, such as 38 years long construction demands Repair and/or Re-Construction and as such therefore, the Managing Committee in its Annual General Meeting & Ordinary General Meeting and Management Meetings 12th April 2007 had respectively circulated, discussed and then finally adopted the Resolution dated 21st January 2007 and 12th April 2007 interalia authorizing the Managing Committee to take steps, negotiate and entrust the Work for the Re-Construction and Re-Development of the said Buildings under Section 33 (5) of the Development Control Rules & enter into an M.O.U and/or Development Agreement for such Re-Development and/or Re-Construction of the said Buildings;

d) Accordingly, the said Society had invited tenders from various builders in order to have the proposed re-development work done and after negotiations and discussions, one Dhanshree Developers Pvt. Ltd., a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at Building No. A/4, Saddhicha Co-operative Housing Limited, Rokadia Lane, S.V.P Road, Borivali (West), Mumbai 400092 (**“the said Old Developer”**) was selected for the re-development work upon certain terms and conditions and accordingly, a Memorandum of Understanding dated 11th May 2007 (**“the said MOU”**) was made and executed between the Said Society and the said Old Developer interalia mentioning such terms upon fulfilling of which

the said Old Developer was supposed to be awarded the re-development contract;

- e) That according to the terms of the said M.O.U, the said Old Developer had paid on 14th May 2007, the 25% amount of the additional F.S.I money, i.e., Rs. 8,75,000/- (Rupees Eight Lacs Seventy-Five Thousand Only) to the said MHADA in due compliance of the initial terms for the grant of additional F.S.I in favor of the said Society vide a letter dated 14th February 2007 for and on behalf of the said Society in order to avail the benefit of additional F.S.I and to use the same to the benefit of and for the aforesaid re-development of the said Society;
- f) MHADA, had vide its Receipt and said letter dated 14th May 2007 & 14th February 2007 respectively has confirmed and acknowledged the payment of the aforesaid 25% amount of the additional F.S.I to the tune of 1400 sq. mtrs. upon due compliance of further balance payment and the terms and conditions as per the said Act and Rules framed therein. That accordingly, such additional F.S.I is granted to the said Society could be well utilized for the benefit of all the members for the re-development purpose as aforesaid. That the said Society has decided to grant the use of the aforesaid additional F.S.I for the purpose of its said re-development work;
- g) By an Indenture of Lease dated 3rd July, 2007, duly registered before the Office of Sub-Registrar of Assurances, under Sr. No. BDR5-05340-

2007 on 4th July, 2007 ("the said Deed of Lease"), made and entered into between, the MAHDA (therein referred to as "the Lessor") of the One Part and the said Society (therein also referred to as "the Society") of the Other Part, the said MHADA had granted lease hold right for 99 years, at a lease hold rent of Rs. 5184/- in respect of the said Land and more particularly described in the **SCHEDULE** hereunder written in-favour of the said Society i.e. New Siddharth Nagar Co-operative Housing Society Ltd., for the consideration and on the terms and conditions and covenants therein contained;

- h) Simultaneously, by a Deed of Sale dated 3rd July, 2007 duly registered before the Sub-Registrar of Assurance, Mumbai, under Sr. No. BDR5-05341-2007 on 4th July, 2007 ("the said Deed of Sale") made and entered into between, the MHADA (therein referred to as "the Authority") of the One Part and the said Society (therein also referred to as "the Society") of the Other Part, the said MHADA had sold, assigned, transferred and conveyed the said Building admeasuring 996 sq.mtrs of plinth area and 71.64 sq. mtrs. of carpet area and having total of 40 tenements, having plinth area of each tenements 24.90 sq. mtrs. and carpet area of each tenements is 17.91 sq. mtrs. or thereabouts, standing on the said Land, in favour of the said Society namely New Siddharth Nagar Co-operative Housing Society Ltd. for the consideration and on the terms and conditions therein contained;

- i) Thereafter, by a Development Agreement dated 31st January 2008 duly registered before the Office of Sub-Registrar of Assurances, Borivali-2, Mumbai under No. BDR-5-1-1090-2008, on 1st February 2008 (“**the said Old Development Agreement**”) made and entered into between the said Society (therein also referred to as “the Society”) of the One Part and the said Old Developer namely Dhanashree Developers Private Limited, (therein as also referred to as “**the Developers**”), the said Society had granted the Re-development rights in respect of the said Building and the said Land, on the terms and conditions therein mentioned;
- j) That pursuant to the said Old Development Agreement and upon the request by the said Old Developer and to facilitate the Re-development work, the said Society had also executed a Special Power of Attorney dated 18th March 2008 duly registered before the Office of Sub-Registrar of Assurances, Borivali-2, Mumbai under No. BDR-5/2575/2008 on 18th March 2008 (“**the said Old Power of Attorney**”), in favor of one of the Directors of the said Old Developer interalia authorizing him with various powers as mentioned therein for the sole purpose of Re-development;
- k) Pursuant to the said Old Development Agreement and the said Old Power of Attorney, the said Old Developer at the instance of the said Society had liaison with the MHADA officials and obtained the grant of the additional F.S.I and the tit-bit land to and in favor of the said

Society and had also obtained from MHADA its Offer Letter dated 4th September 2009, bearing no “CO/MB/Arch/NOC/F-1060/4115/2009”, intimated to the said Society that, Board has vide its resolution No. 242/22532 dated 25th June 2009, considered the request of the society for (i) as per the said lease allotment land in the form of N.T.N.I.B., additional land in the form of R.G. by MHADA vide Resolution No.6260 dated 4th June 2007, A.R. No.6349 dated 25th November 2008, A.R. No.6383 dated 24th February 2009 and A.R. No.6397 dated 5th May 2009;

- l) That, the said Old Developer went into Re-incorporation in 5th November 2008 and the name of the said Old Developer was changed to “Pearl Dhanshree Infrastructure Private Limited”. Pursuant, to the aforesaid Re-incorporation, the said Old Developer again went into Re-incorporation on 20th April 2010 and the said Old Developer was again re-incorporated as “Dhanshree Developers Private Limited” and the fresh certificate was *inter alia* issued in that regard;
- m) The said Society in its Extra Ordinary General Meeting dated 19th June 2010 decided to accept and accepted the Proposal Revised Terms pertaining to the Re-development as offered/contended in the said Developer’s letters dated 17th June 2010 and 20th June 2010 as also the extension of the time frame of the Proposed Re-development of the Society Buildings and approved the preparation and execution of the Supplementary Development Agreement and further also revoked the

said Old Power of Attorney dated 18th March 2008 (duly registered under No. BDR-5/2575/2008 on 18th March 2008) and further also resolved and execute the Deed of Cancellation dated 4th September 2010, duly registered before the Sub-Registrar of Assurance BDR-11/08293/2010 on 4th September 2010 whereby it was record the cancellation of the said Old Power of Attorney dated 18th March 2008 and also to issue another Special Power of Attorney (afresh) in favor of one of the Directors of the said Developer in the matter pertaining to the Re-development of the said Building and the said Land;

- n) Accordingly, by a Supplementary Development Agreement dated 4th September 2010, duly registered before the Sub-Registrar of Assurance under no BDR-11/08306/2010 on 4th September 2009, (“**the said Old Supplementary Development Agreement**”) made and entered into between the said Society (therein also referred to as “the Society”) of the First Part and the said Old Developer namely Dhanashree Developers Private Limited, (therein as also referred to as “the Developers”), of Second Part, the parties thereto have amended / modified certain terms and condition under the said Old Development Agreement, as more particularly setout therein;
- o) MHADA had issued offer letter dated 21st June, 2012 in Thereafter, MHADA vide its NOC / Letter dated 2nd April, 2013, bearing its reference No. CO/MB/RDC/NOC/F-1060/615/2013 intimated the Executive Engineer, Building Proposal Department (WS), have stated

that the said Society has complied with all requisite for obtaining “No Objection Certificate” (“**NOC**”), for redevelopment of their existing property. MHADA has given its No Objection to undertake the construction by the said Society as per the proposal of the Society under the terms and conditions on plot admeasuring 1342.24 square metres. The NOC has been granted as per the policy laid down by MHADA vide MHADA Resolution No. “6260” dated 4th June 2007, A.R. “6397” dated 5th May 2009 & Resolution No “6422” dated 7th August 2009 are applicable in the instance case. MHADA has under the said NOC / Letter dated 2nd April, 2013 mentioned that the Plot area admeasuring 1342.86 square metres. It further states that it should be for Residential use only, beyond existing BUA as per 2.5 FSI on demarcated plot & pro-rata share;

p)

Thus, the said Society is absolutely seized and possessed of and well sufficiently entitled to all that piece or parcel of plot admeasuring 1342.24 square metres as per the said Lease Deed, Additional land in form of Tit-Bit, Additional land in form of R.G and Land under road, (REINSTATED) situate on property bearing Survey No.2(Part), corresponding to C.T.S No. 356(Part) together with the buildings on the aforesaid piece of land bearing nos. 1 to 5 & consisting of each ground plus 1 (one) storey structure on land bearing Survey No. 2 (Part), corresponding to C.T.S No. 356(Part) and situated at New Siddharth Nagar, Goregaon (West), Mumbai – 400 104 in the Registration Sub-District of Goregaon and Mumbai in the **SCHEDULE** written hereunder;

q) The said Old Developer namely Dhanashree Developers Private Limited was not able to fulfill their part of obligations under the said Old Development Agreement read with the said Old Supplementary Development Agreement. The Society held several meetings and also had addressed several letters / correspondences, with the said Old Developer informing them that time of the essence for them to comply with their obligations under the said Old Development Agreement read with the said Old Supplementary Development Agreement. Ultimately by a unanimous resolution of the Society passed under the Special General Meeting on 19th March 2015, the Society resolved to terminate the said Old Development Agreement and the said Old Supplementary Development Agreement and also revoke the Special Power of Attorney (i.e. fresh one). The Society had vide their Termination Notice / Letter dated 24th April 2015 informed the said Old Developer of the same. Such termination was never challenged by the said Old Developer;

r) Thereafter, Society had also published a Public Notice in two newspapers known as (1) Free Press Journal and (2) Nav Shakti both on 19th May, 2015 stating that the said Old Development Agreement and the said Old Supplementary Development Agreement with the said Old Developer has been terminated and Society have also revoked the Special Power of Attorney (i.e. fresh one);

s) The said Society (*being the Plaintiff therein*) has on 21st June, 2016, have filed a Commercial Suit bearing no 31 of 2016 in the Hon'ble Bombay High Court ("**the Hon'ble Court**") against the said Old Developer (*being the Defendant No 1 therein*) & Ors., along with a Notice of Motion No 49 of 2016, claiming for ad-interim reliefs *inter alia* seeking permanent injunction restraining the said Old Developer from claiming or deriving any benefit under the Old Development Agreement dated 31st January, 2009 and the said Old Supplementary Agreement dated 4th September, 2010 and the Special Power of Attorney (afresh) stands cancelled, null and void, revoked and same are not binding upon the Society and the same is not binding upon the society and other reliefs as claimed therein. The Hon'ble Court was informed about the defaults of the initial Developer and their termination;

t) The Hon'ble Court vide its Order dated 16th January, 2017 ("**the said Order**") was pleased to dispose of the Notice of Motion No.49 of 2016, thereby and stated in Paragraph No.11 of the said Order that "*in prayer (e) of the Notice of Motion, the Plaintiff seeks permission to carry out through another Developer the redevelopment or reconstructions of its buildings. The Plaintiff does not need this Court's permission, and this Court does not grant building permits. The Plaintiff must do what it believes is in its interest, acting within the frame of the law. No more needs to be said;*

- u) The said Old Developer had not challenged the said Termination Notice dated 24th April 2015. The Hon'ble Court vide the said Order dated 16th January, 2017 specified that the Society shall be at a liberty to appoint another Developer for the redevelopment project and did not need permission of the Court for the same. Till date, no appeal has been filed by the said Old Developer against the said Order dated 16th January, 2017 passed by the Hon'ble Court;
- v) The Building was constructed approximately 38 years ago and requires extensive repairs, both internally and externally. Further, the current condition of the Building is very old and dilapidated. Considering the cost of undertaking such repairs and maintenance, the Society considered it desirable to demolish the Building and reconstruct/redevelop a new building;
- w) The Proposal for Redevelopment was discussed at length and the said society and the members in the General Body Meeting agreed that the provisions of the Development Control Regulations for Greater Bombay 2034, afforded them the better opportunity to obtain larger flats with modern amenities if they re-develop the said Property by demolishing the Existing Building/Structures and constructing a new multi-storeyed building. The Developer shall obtain at his own costs, revised offer and NOC from MHADA in the name of the Society in accordance with the provisions of the Development Control Regulations (**DCR**) for Greater Bombay, 2034 DCR No. 33 (5) for MHADA Layout @ 3.00 F.S.I. + pro-

ratio of layout + fungible for MHADA layout and shall get the entire building plan approved as per MHADA NOC with 35% fungible F.S.I. & obtain I.O.A. (Intimation of Approval) before members vacating their existing flats;

- x) However, taking into consideration the complex nature of the development, the lack of experience amongst the members, the substantial finances required for the project, and an in-depth knowledge required of the building Rules and Regulations to make the redevelopment project a success, it was later decided by the members that they, as a block, entrust the task of carrying out such demolition and of construction of new flats for the members to professional Developer, who would provide the members with new flats or larger areas, free of costs. Thus as aforesaid the members of the Society have decided to demolish the existing said building and re-develop the said Plot. The proposed new construction is referred to as "**the said New building**";
- y) The Members of the society unanimously decided to appoint some new fit and proper and able Developer to re-develop the said Property. Therefore, the said Society, as per the proper tendering process submitted to the Co-operative department of Government of Maharashtra as per Government Resolution dated 04.07.2019, called for tenders to carry out the redevelopment of the said Property. Thus, by virtue of the Hon'ble High Court's order dated 16th January, 2017

and the legal opinion dated 24th December, 2020 of M/s Solicis Lex, Advocates & Solicitors consulted by the Society, the Society has finalized Oxford Realtors (India) Pvt Ltd i.e. the Developer herein as the New Developer for the reconstruction/redevelopment of the Society after tendering and finalizing the bid of offer by the Developer herein for redevelopment of the Society dated 13th May, 2021 along with revised offer dated 23rd May, 2021 through the necessary procedure and in compliance with the MHADA guidelines and pursuant to the same the Society has passed Special General Body Meeting Board Resolution dated 2nd June 2021 appointing the said New Developer as the highest bidder out of all bids received;

- z) In the Special General Body Meeting of the Society held on zoom on 2nd June 2021 as per the Government Notification, there were 36 members present out of total 40 Members and 36 members had consented to the appointment of the Developer herein for redevelopment of the said Property and in view thereof it was resolved *inter alia* to appoint the new Developer as the highest bidder out of all the Bids received for redevelopment of the said Property;

- aa) The representative of the Hon'ble Dy. Registrar of the Co-operative Society, *Mumbai Suburb MHADB, Mhada Mumbai Shri. Bajrang Jadhaw has appoint Mrs. Vaishali Patare (Authorize Officer - Grade 1) for 79 A process vide its letter dated 4th Aug. 2021 bearing its reference no. Mum.Bo./dy.regs./Co.op. So./B-1/2875/2021, have

recorded that as per the Special General Body Meeting held on 7th August 2021 whereby the selection was conducted and the New Developers herein have been duly elected and appointed as Developers for redeveloping the said Property;

bb) The Developer herein state that they with an intention to redevelop the said property in accordance with the plans, specifications and the permissions/sanctions/approvals to be granted by the authorities concerned including, MHADA, Mumbai Board, State or Central Government and/or their departments etc. the Developer herein have initiated the redevelopment process and have completed following works:

- (i) Obtained consents from all the Members.
- (ii) Obtained from MHADA its “No Objection Certificate”.
- (iii) The Developer herein have/will submitted the Plan for sanction which has been approved by the MHADA, Mumbai Board at the time of issuing Intimation of approval (IOA).
- (iv) The Developer herein will pay premium of MHADA 3.00 FSI plus additional prorata FSI plus fungible FSI and all development charges, with the concerned authorities.

cc) The Developer shall provide a Permanent Alternate Accommodation to all 40 tenements / members of the Society and shall allot the new premises, free of cost and on the ownership

basis, in the proposed new building to be constructed on the said Property;

dd) In view of above Developer have agreed to redevelop the said property by relocating all the 40 tenements / members of the Society in the newly redeveloped building and only upon the completion of entire building with Occupation Certificate and Building Completion Certificate and after allotting flats to all 40 occupants (residential) only thereafter Developer will be entitled to hand over remaining saleable area/Developer Area, if any, available for residential purposes only, to its prospective purchasers;

ee) The Developer has agreed that it will complete the said project entirely at its own cost, charges and expenses which will also include the expenses/charges to be paid to concerned development authorities for obtaining all permission and all approvals as well as construction cost and all other charges. The Developer is aware that the said Old Developer i.e., namely Dhanashree Developers Private Limited had earlier entered into the said Old Development Agreement read with the said Old Supplementary Development Agreement, however the Society have terminated the said Old Development Agreement read with the said Old Supplementary Development Agreement with the said Old Developer i.e. namely Dhanashree Developers Private Limited. The Developer has agreed to take up the entire responsibility to settle at

their own cost and expenses any claim and/or demands and/or civil and/or criminal proceedings, etc. if any, arises at any point from the said Old Developer i.e namely Dhanashree Developers Private Limited at any time in future without making Society liable and or responsible for the same The Developer thus hereby indemnifies the Society against any claim of any nature whatsoever of the said Old Developer i.e namely Dhanashree Developers Private Limited, if it arises in future;

- ff) The Developer has agreed to register the said project under Real Estate Regulation and Development Act (“**RERA**”) and have agreed to utilize the entire funds obtained from the sale of the saleable components and shall abide with all the rule and regulations as mentioned under the RERA Act;
- gg) In the Special General Body Meeting held on 2nd June 2021, it has been resolved that *Shri. Ajit Narayan Mangaonkar (Chairman), Shri. Vijay Anand Adsule (Hon. Secretary), Shri. Anil Ratanlal Jain (Vice Chairman) Mr. Pramod Dajiram Kamble (Treasurer)* have been duly authorized by and on behalf of the Society to execute and submit for adjudication the Development Agreement, the Power of Attorney, *PAAA* etc. in favour of the Developer herein, and all other relevant and incidental documents and to lodge all such documents for registration, to obtain and procure effective registration of such documents and to appear before the Sub-Registrar of Assurances or any other competent authority for registration and to admit execution of

such deed/s, document/s, writing/s, etc. with the Developers, and / or to carry on correspondence with all concerned authorities and bodies including the Government of Maharashtra in all its Departments, MHADA, Mumbai Municipal Corporation and or / Town Planning Department and / or MOEF other concerned authorities in connection with the development of the said property;

- hh) As per D. P. Remarks *MCGM, No.Ch.E/ DP34201911111251778D.P. Rev.dt.Refer Inward no.P/S/2019/111252068* and there are no reservation save and except what is stated therein and the said Property is in the Residential *R* Zone;
- ii) The Developer in its board meeting dated 12th June, 2021, resolved that Mr. Parbat Patel & Mr. Hiren Patel is authorized to sign the Development Agreement on the behalf of the Developer. The said board resolution also specifies the list of all the directors of the Developer. Originally the society has passed a unanimous resolution wherein the company Oxford Realtors India Pvt. Ltd was appointed and also the same was confirmed by the Dy. Registrar in its meeting dated 7th August 2021.
- jj) Letter dated 18th June 2021, addressed by Shankarrao Borkar, Director of M/s. Dhanashree Developers Private Limited and Public Notice dated 29th July 2021 was published by Mr. Taranath Shetty and Mr. Balraj Chopra the directors of Arin Developers Private Limited wherein

Arin Developers Private Limited through their Advocates and Solicitors addressed legal notice dated 3rd August 2021 and lodged their objections and grievances with the Secretary of the New Siddharth Nagar Pancham Co-operative Housing Society Limited in respect of the said property and called upon the Society to finalize the draft of Additional Supplemental Development Agreement to be executed between the Society, Dhanashree Developers Private Limited and their clients Arin Developers Private Limited.

- kk) New Siddharth Nagar Pancham Co-operative Housing Society Limited through their Advocates and Solicitor's letter dated 6th August 2021 replied to the letter dated 18th June 2021, Public Notice dated 29th July 2021 and letter dated 3rd August 2021 and categorically contended that in view of the order dated 16th January 2017 passed in Notice of Motion No.49 of 2016 in O.O.C.J. Suit No.31 of 2016 passed by His Lordship Mr. G.S. Patel, the said New Siddharth Nagar Pancham Co-operative Housing Society Limited was not required to obtain Court's permission. In view thereof, the said New Siddharth Nagar Pancham Co-operative Housing Society Limited proceeded with the redevelopment work as there was no prohibitory / injunction obtained, till the date of issuance of this Certificate.
- ll) The said Oxford Realtors India Pvt Ltd consists of Mr. Parbat Patel and Mr. Hiren Patel as the Directors thereof. As per the advice given by the financial institutes and professionals, Parbat Patel and Hiren Patel has

constituted LLP Company with the same shareholding and same pattern of Directors. Hence, the new proposal which is forwarded by Oxford Planet Realty LLP on letter dated 5th October 2021 is thereby forwarded to the Society on the same terms and conditions as per the as proposed by Oxford Realtors India Pvt. Ltd, is accepted and approved by the Society in its SGM dated 24th October 2021.

- mm) Our client Oxford Planet Realty LLP has caused to issue a Public Notice dated 27th November 2021 and published on the same day in The Free Press Journal (English daily) and Navshakti (Marathi daily) for investigating the title of the said property, and during the stipulated period mentioned therein and in view what is stated in our letter dated 6th August 2021 all the objections are dealt with and any objections or grievances raised to the said Public Notice are redundant.
- nn) By an Development Agreement dated 15th December 2021 executed by and between the Society and our client, duly registered with the Sub-Registrar of Assurance at Borivali 4, Mumbai under Serial No.BRL4-16870-2021 on 15th December 2021, thereby the said Society had granted development rights in favour of our client Oxford Planet Realty LLP in respect of the property more particularly described in the Schedule hereunder written alongwith the residential flats;

oo) Simultaneously with the execution of the said Development Agreement, the said Society have also executed a Power of Attorney dated 15th December 2021 in favour of (1) Mr. Parbat Ramji Patel and (2) Mr. Hiren Parbat Patel, the Directors of our client for effectually transferring the right, title and interest in respect of the said property in the name of our client. The said Power of Attorney is duly registered with the Office of the Sub-Registrar of Assurances at Borivali 4, under Serial No.BRL4-16871-2021 on 15th December 2021.

3. Property Register Card has been issued by City Survey Office.
4. Search Report dated 21st October 2022 from the period 2003 to 2022 (20 years), in respect of the said property from Private Investigator of Title Mr. Ganesh Y. Gawde procured from the Office of the Sub Registrar of Assurances.

On the basis of the above referred documents, we are of the opinion that the title of the said property is unencumbered and marketable and there is no prohibitory order against the Society to proceed further with the redevelopment work with the new developer including our client and subject to pending Commercial Suit No.31 of 2016 pending and sub-judiced before the Hon'ble High Court at Bombay..

OWNERS OF THE PROPERTY

Pursuant to the Indenture of Lease dated 3rd July, 2007, duly registered before the Office of Sub-Registrar of Assurances, under Sr. No. BDR5-05340-2007 on 4th July,

2007 ("the said Deed of Lease"), made and entered into between, the MAHDA (therein referred to as "the Lessor") of the One Part and the said Society (therein also referred to as "the Society") of the Other Part, the said MHADA had granted lease hold right for 99 years, at a lease hold rent of Rs. 5184/- in respect of the said Land and more particularly described in the **SCHEDULE** hereunder written in-favour of the said Society i.e. New Siddharth Nagar Co-operative Housing Society Ltd., for the consideration and on the terms and conditions and covenants therein contained; and

Simultaneously, by a Deed of Sale dated 3rd July, 2007 duly registered before the Sub-Registrar of Assurance, Mumbai, under Sr. No. BDR5-05341-2007 on 4th July, 2007 ("the said Deed of Sale") made and entered into between, the MHADA (therein referred to as "the Authority") of the One Part and the said Society (therein also referred to as "the Society") of the Other Part, the said MHADA had sold, assigned, transferred and conveyed the said Building admeasuring 996 sq.mtrs of plinth area and 71.64 sq. mtrs. of carpet area and having total of 40 tenements, having plinth area of each tenements 24.90 sq. mtrs. and carpet area of each tenements is 17.91 sq. mtrs. or thereabouts, standing on the said Land, in favour of the said Society namely New Siddharth Nagar Co-operative Housing Society Ltd. for the consideration and on the terms and conditions therein contained;

On the basis of the above referred documents, we are of the opinion that the title of the said property is unencumbered and marketable and there is no prohibitory order against the Society to proceed further with the redevelopment work with the new

developer including our client and subject to pending Commercial Suit No.31 of 2016 pending and sub-judiced before the Hon'ble High Court at Bombay.

Encl : Annexure

Dated: 17th November 2022

Yours truly,



PIYUSH MAHENDRA SHAH
Advocate and Solicitor
(Stamp)

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Format – A
(Circular No.28/2021)

FLOW OF THE TITLE OF THE SAID PROPERTY

1. That the Maharashtra Housing And Development Authority (“**MHADA**”), a Statutory Corporation constituted under the Maharashtra Housing And Area Development Authority Act 1976 (Mah XXVIII of 1977) (hereinafter referred to as “**the said Act**”) having its office of Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai 400051 was originally the Owner and were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 1342.24 sq. meters, situated on property bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part). The said MHADA had constructed the buildings on the aforesaid piece of land bearing nos. 1 to 5 & consisting of each ground plus 1 (one) storey structure (“**the said Buildings**”) on such aforesaid land bearing Survey No. 2 (Part), corresponding to C.T.S No. 356 (Part) and situated at New Siddharth Nagar, Goregaon (West), Mumbai 400104 in the Registration Sub-District of Goregaon.

2. That the said MHADA had allotted all the 40 tenements respectively located in all the said buildings to 40 (forty) different allottees. The members / allottees / owners of the said 40 tenements / flats comprised in the said Buildings have formed a Society and Registered the same with the Registrar of Co-operative Societies known as the **NEW SIDDHARTH NAGAR PANCHAM CO-OPERATIVE HOUSING SOCIETY LTD**, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rules thereunder bearing registration no. **BOM (W-P/S) HSG/ (OH)/ 7564/ 93-94**, (hereinafter referred to as "**the said Society**"). Each of the members / allottees / owners, being members of the said Society are hereinafter individually referred to as "**Member**" and collectively referred to as "**Members**".

3. That the Buildings of the said Society were constructed in the year 1983-84 and thus, such as 38 years long construction demands Repair and/or Re-Construction and as such therefore, the Managing Committee in its Annual General Meeting & Ordinary General Meeting and Management Meetings 12th April 2007 had respectively circulated, discussed and then finally adopted the Resolution dated 21st January 2007 and 12th April 2007 interalia authorizing the Managing Committee to take steps, negotiate and entrust the Work for the Re-Construction and Re-Development of the said Buildings under Section 33 (5) of the Development Control Rules & enter into an M.O.U and/or Development Agreement for such Re-Development and/or Re-Construction of the said Buildings.

4. Accordingly, the said Society had invited tenders from various builders in order to have the proposed re-development work done and after negotiations and discussions, one Dhanshree Developers Pvt. Ltd., a Private Limited Company incorporated under the Companies Act, 1956 and having its registered office at Building No. A/4, Saddhicha Co-operative Housing Limited, Rokadia Lane, S.V.P Road, Borivali (West), Mumbai 400092 ("**the said Old Developer**") was selected for the re-development work upon certain terms and conditions and accordingly, a Memorandum of Understanding dated 11th May 2007 ("**the said MOU**") was made and executed between the Said Society and the said Old Developer interalia mentioning such terms upon fulfilling of which the said Old Developer was supposed to be awarded the re-development contract.

5. That according to the terms of the said M.O.U, the said Old Developer had paid on 14th May 2007, the 25% amount of the additional F.S.I money, i.e., Rs. 8,75,000/- (Rupees Eight Lacs Seventy-Five Thousand Only) to the said MHADA in due compliance of the initial terms for the grant of additional F.S.I in favor of the said Society vide a letter dated 14th February 2007 for and on behalf of the said Society in order to avail the benefit of additional F.S.I and to use the same to the benefit of and for the aforesaid re-development of the said Society.

6. MHADA, had vide its Receipt and said letter dated 14th May 2007 & 14th February 2007 respectively has confirmed and acknowledged the payment of the aforesaid 25% amount of the additional F.S.I to the tune of 1400 sq. mtrs.

upon due compliance of further balance payment and the terms and conditions as per the said Act and Rules framed therein. That accordingly, such additional F.S.I is granted to the said Society could be well utilized for the benefit of all the members for the re-development purpose as aforesaid. That the said Society has decided to grant the use of the aforesaid additional F.S.I for the purpose of its said re-development work.

7. By an Indenture of Lease dated 3rd July, 2007, duly registered before the Office of Sub-Registrar of Assurances, under Sr. No. BDR5-05340-2007 on 4th July, 2007 (**“the said Deed of Lease”**), made and entered into between, the MAHDA (therein referred to as “the Lessor”) of the One Part and the said Society (therein also referred to as “the Society”) of the Other Part, the said MHADA had granted lease hold right for 99 years, at a lease hold rent of Rs. 5184/- in respect of the said Land and more particularly described in the **SCHEDULE** hereunder written in-favour of the said Society i.e. New Siddharth Nagar Co-operative Housing Society Ltd., for the consideration and on the terms and conditions and covenants therein contained.

8. Simultaneously, by a Deed of Sale dated 3rd July, 2007 duly registered before the Sub-Registrar of Assurance, Mumbai, under Sr. No. BDR5-05341-2007 on 4th July, 2007 (**“the said Deed of Sale”**) made and entered into between, the MHADA (therein referred to as “the Authority”) of the One Part and the said Society (therein also referred to as “the Society”) of the Other Part, the said MHADA had sold, assigned, transferred and conveyed the said Building admeasuring 996 sq.mtrs of plinth area and 71.64 sq. mtrs. of carpet area and

having total of 40 tenements, having plinth area of each tenements 24.90 sq. mtrs. and carpet area of each tenements is 17.91 sq. mtrs. or thereabouts, standing on the said Land, in favour of the said Society namely New Siddharth Nagar Co-operative Housing Society Ltd. for the consideration and on the terms and conditions therein contained.

9. Thereafter, by a Development Agreement dated 31st January 2008 duly registered before the Office of Sub-Registrar of Assurances, Borivali-2, Mumbai under No. BDR-5-1-1090-2008, on 1st February 2008 (**“the said Old Development Agreement”**) made and entered into between the said Society (therein also referred to as “the Society”) of the One Part and the said Old Developer namely Dhanashree Developers Private Limited, (therein as also referred to as **“the Developers”**), the said Society had granted the Re-development rights in respect of the said Building and the said Land, on the terms and conditions therein mentioned.

10. That pursuant to the said Old Development Agreement and upon the request by the said Old Developer and to facilitate the Re-development work, the said Society had also executed a Special Power of Attorney dated 18th March 2008 duly registered before the Office of Sub-Registrar of Assurances, Borivali-2, Mumbai under No. BDR-5/2575/2008 on 18th March 2008 (**“the said Old Power of Attorney”**), in favor of one of the Directors of the said Old Developer interalia authorizing him with various powers as mentioned therein for the sole purpose of Re-development.

11. Pursuant to the said Old Development Agreement and the said Old Power of Attorney, the said Old Developer at the instance of the said Society had liaison with the MHADA officials and obtained the grant of the additional F.S.I and the tit-bit land to and in favor of the said Society and had also obtained from MHADA its Offer Letter dated 4th September 2009, bearing no "CO/MB/Arch/NOC/F-1060/4115/2009", intimated to the said Society that, Board has vide its resolution No. 242/22532 dated 25th June 2009, considered the request of the society for (i) as per the said lease allotment land in the form of N.T.N.I.B., additional land in the form of R.G. by MHADA vide Resolution No.6260 dated 4th June 2007, A.R. No.6349 dated 25th November 2008, A.R. No.6383 dated 24th February 2009 and A.R. No.6397 dated 5th May 2009.

12. That, the said Old Developer went into Re-incorporation in 5th November 2008 and the name of the said Old Developer was changed to "Pearl Dhanshree Infrastructure Private Limited". Pursuant, to the aforesaid Re-incorporation, the said Old Developer again went into Re-incorporation on 20th April 2010 and the said Old Developer was again re-incorporated as "Dhanshree Developers Private Limited" and the fresh certificate was *inter alia* issued in that regard.

13. The said Society in its Extra Ordinary General Meeting dated 19th June 2010 decided to accept and accepted the Proposal Revised Terms pertaining to the Re-development as offered/contended in the said Developer's letters dated 17th June 2010 and 20th June 2010 as also the extension of the time frame of

the Proposed Re-development of the Society Buildings and approved the preparation and execution of the Supplementary Development Agreement and further also revoked the said Old Power of Attorney dated 18th March 2008 (duly registered under No. BDR-5/2575/2008 on 18th March 2008) and further also resolved and execute the Deed of Cancellation dated 4th September 2010, duly registered before the Sub-Registrar of Assurance BDR-11/08293/2010 on 4th September 2010 whereby it was record the cancellation of the said Old Power of Attorney dated 18th March 2008 and also to issue another Special Power of Attorney (afresh) in favor of one of the Directors of the said Developer in the matter pertaining to the Re-development of the said Building and the said Land.

14. Accordingly, by a Supplementary Development Agreement dated 4th September 2010, duly registered before the Sub-Registrar of Assurance under no BDR-11/08306/2010 on 4th September 2009, (**“the said Old Supplementary Development Agreement”**) made and entered into between the said Society (therein also referred to as “the Society”) of the First Part and the said Old Developer namely Dhanashree Developers Private Limited, (therein as also referred to as “the Developers”), of Second Part, the parties thereto have amended / modified certain terms and condition under the said Old Development Agreement, as more particularly setout therein.

15. MHADA had issued offer letter dated 21st June, 2012 in Thereafter, MHADA vide its NOC / Letter dated 2nd April, 2013, bearing its reference No. CO/MB/RDC/NOC/F-1060/615/2013 intimated the Executive Engineer,

Building Proposal Department (WS), have stated that the said Society has complied with all requisite for obtaining “No Objection Certificate” (“**NOC**”), for redevelopment of their existing property. MHADA has given its No Objection to undertake the construction by the said Society as per the proposal of the Society under the terms and conditions on plot admeasuring 1342.24 square metres. The NOC has been granted as per the policy laid down by MHADA vide MHADA Resolution No. “6260” dated 4th June 2007, A.R. “6397” dated 5th May 2009 & Resolution No “6422” dated 7th August 2009 are applicable in the instance case. MHADA has under the said NOC / Letter dated 2nd April, 2013 mentioned that the Plot area admeasuring 1342.86 square metres. It further states that it should be for Residential use only, beyond existing BUA as per 2.5 FSI on demarcated plot & pro-rata share.

16. Thus, the said Society is absolutely seized and possessed of and well sufficiently entitled to all that piece or parcel of plot admeasuring 1342.24 square metres as per the said Lease Deed, Additional land in form of Tit-Bit, Additional land in form of R.G and Land under road, (REINSTATED) situate on property bearing Survey No.2(Part), corresponding to C.T.S No. 356(Part) together with the buildings on the aforesaid piece of land bearing nos. 1 to 5 & consisting of each ground plus 1 (one) storey structure on land bearing Survey No. 2 (Part), corresponding to C.T.S No. 356(Part) and situated at New Siddharth Nagar, Goregaon (West), Mumbai – 400 104 in the Registration Sub-District of Goregaon and Mumbai in the **SCHEDULE** written hereunder.

17. The said Old Developer namely Dhanashree Developers Private Limited was not able to fulfill their part of obligations under the said Old Development Agreement read with the said Old Supplementary Development Agreement. The Society held several meetings and also had addressed several letters / correspondences, with the said Old Developer informing them that time of the essence for them to comply with their obligations under the said Old Development Agreement read with the said Old Supplementary Development Agreement. Ultimately by a unanimous resolution of the Society passed under the Special General Meeting on 19th March 2015, the Society resolved to terminate the said Old Development Agreement and the said Old Supplementary Development Agreement and also revoke the Special Power of Attorney (i.e. fresh one). The Society had vide their Termination Notice / Letter dated 24th April 2015 informed the said Old Developer of the same. Such termination was never challenged by the said Old Developer.

18. Thereafter, Society had also published a Public Notice in two newspapers known as (1) Free Press Journal and (2) Nav Shakti both on 19th May, 2015 stating that the said Old Development Agreement and the said Old Supplementary Development Agreement with the said Old Developer has been terminated and Society have also revoked the Special Power of Attorney (i.e. fresh one).

19. The said Society (*being the Plaintiff therein*) has on 21st June, 2016, have filed a Commercial Suit bearing no 31 of 2016 in the Hon'ble Bombay High Court (**“the Hon'ble Court”**) against the said Old Developer (*being the Defendant*

No 1 *therein*) & Ors., along with a Notice of Motion No 49 of 2016, claiming for ad-interim reliefs *inter alia* seeking permanent injunction restraining the said Old Developer from claiming or deriving any benefit under the Old Development Agreement dated 31st January, 2009 and the said Old Supplementary Agreement dated 4th September, 2010 and the Special Power of Attorney (afresh) stands cancelled, null and void, revoked and same are not binding upon the Society and the same is not binding upon the society and other reliefs as claimed therein. The Hon'ble Court was informed about the defaults of the initial Developer and their termination.

20. The Hon'ble Court vide its Order dated 16th January, 2017 (“**the said Order**”) was pleased to dispose of the Notice of Motion No.49 of 2016, thereby and stated in Paragraph No.11 of the said Order that “*in prayer (e) of the Notice of Motion, the Plaintiff seeks permission to carry out through another Developer the redevelopment or reconstructions of its buildings. The Plaintiff does not need this Court's permission, and this Court does not grant building permits. The Plaintiff must do what it believes is in its interest, acting within the frame of the law. No more needs to be said.*
21. The said Old Developer had not challenged the said Termination Notice dated 24th April 2015. The Hon'ble Court vide the said Order dated 16th January, 2017 specified that the Society shall be at a liberty to appoint another Developer for the redevelopment project and did not need permission of the Court for the same. Till date, no appeal has been filed by the said Old

Developer against the said Order dated 16th January, 2017 passed by the Hon'ble Court.

22. The Building was constructed approximately 38 years ago and requires extensive repairs, both internally and externally. Further, the current condition of the Building is very old and dilapidated. Considering the cost of undertaking such repairs and maintenance, the Society considered it desirable to demolish the Building and reconstruct/redevelop a new building.
23. The Proposal for Redevelopment was discussed at length and the said society and the members in the General Body Meeting agreed that the provisions of the Development Control Regulations for Greater Bombay 2034, afforded them the better opportunity to obtain larger flats with modern amenities if they re-develop the said Property by demolishing the Existing Building/Structures and constructing a new multi-storeyed building. The Developer shall obtain at his own costs, revised offer and NOC from MHADA in the name of the Society in accordance with the provisions of the Development Control Regulations (**DCR**) for Greater Bombay, 2034 DCR No. 33 (5) for MHADA Layout @ 3.00 F.S.I. + pro-rata of layout + fungible for MHADA layout and shall get the entire building plan approved as per MHADA NOC with 35% fungible F.S.I. & obtain I.O.A. (Intimation of Approval) before members vacating their existing flats.
24. However, taking into consideration the complex nature of the development, the lack of experience amongst the members, the substantial finances

required for the project, and an in-depth knowledge required of the building Rules and Regulations to make the redevelopment project a success, it was later decided by the members that they, as a block, entrust the task of carrying out such demolition and of construction of new flats for the members to professional Developer, who would provide the members with new flats or larger areas, free of costs. Thus as aforesaid the members of the Society have decided to demolish the existing said building and re-develop the said Plot. The proposed new construction is referred to as "**the said New building**".

25. The Members of the society unanimously decided to appoint some new fit and proper and able Developer to re-develop the said Property. Therefore, the said Society, as per the proper tendering process submitted to the Co-operative department of Government of Maharashtra as per Government Resolution dated 04.07.2019, called for tenders to carry out the redevelopment of the said Property. Thus, by virtue of the Hon'ble High Court's order dated 16th January, 2017 and the legal opinion dated 24th December, 2020 of M/s Solicis Lex, Advocates & Solicitors consulted by the Society, the Society has finalized Oxford Realtors (India) Pvt Ltd i.e. the Developer herein as the New Developer for the reconstruction/redevelopment of the Society after tendering and finalizing the bid of offer by the Developer herein for redevelopment of the Society dated 13th May, 2021 along with revised offer dated 23rd May, 2021 through the necessary procedure and in compliance with the MHADA guidelines and pursuant to the same the Society has passed Special General Body Meeting Board Resolution dated 2nd June

2021 appointing the said New Developer as the highest bidder out of all bids received.

26. In the Special General Body Meeting of the Society held on zoom on 2nd June 2021 as per the Government Notification, there were 36 members present out of total 40 Members and 36 members had consented to the appointment of the Developer herein for redevelopment of the said Property and in view thereof it was resolved *inter alia* to appoint the new Developer as the highest bidder out of all the Bids received for redevelopment of the said Property.
27. The representative of the Hon'ble Dy. Registrar of the Co-operative Society, *Mumbai Suburb MHADB, Mhada Mumbai Shri. Bajrang Jadhaw has appointed Mrs. Vaishali Patare (Authorize Officer - Grade 1) for 79 A process vide its letter dated 4th Aug. 2021 bearing its reference no. Mum.Bo./dy.regs./Co.op. So./B-1/2875/2021, have recorded that as per the Special General Body Meeting held on 7th August 2021 whereby the selection was conducted and the New Developers herein have been duly elected and appointed as Developers for redeveloping the said Property.
28. The Developer herein state that they with an intention to redevelop the said property in accordance with the plans, specifications and the permissions/sanctions/approvals to be granted by the authorities concerned including, MHADA, Mumbai Board, State or Central Government and/or their departments etc. the Developer herein have

initiated the redevelopment process and have completed following works:

- (i) Obtained consents from all the Members.
- (ii) Obtained from MHADA its "No Objection Certificate".
- (iii) The Developer herein have/will submitted the Plan for sanction which has been approved by the MHADA, Mumbai Board at the time of issuing Intimation of approval (IOA).
- (iv) The Developer herein will pay premium of MHADA 3.00 FSI plus additional prorata FSI plus fungible FSI and all development charges, with the concerned authorities.

29. The Developer shall provide a Permanent Alternate Accommodation to all 40 tenements / members of the Society and shall allot the new premises, free of cost and on the ownership basis, in the proposed new building to be constructed on the said Property.

30. In view of above Developer have agreed to redevelop the said property by relocating all the 40 tenements / members of the Society in the newly redeveloped building and only upon the completion of entire building with Occupation Certificate and Building Completion Certificate and after allotting flats to all 40 occupants (residential) only thereafter Developer will be entitled to hand over remaining saleable area/Developer Area, if any, available for residential purposes only, to its prospective purchasers.

31. The Developer has agreed that it will complete the said project entirely at its own cost, charges and expenses which will also include the expenses/charges to be paid to concerned development authorities for obtaining all permission and all approvals as well as construction cost and all other charges. The Developer is aware that the said Old Developer i.e., namely Dhanashree Developers Private Limited had earlier entered into the said Old Development Agreement read with the said Old Supplementary Development Agreement, however the Society have terminated the said Old Development Agreement read with the said Old Supplementary Development Agreement with the said Old Developer i.e. namely Dhanashree Developers Private Limited. The Developer has agreed to take up the entire responsibility to settle at their own cost and expenses any claim and/or demands and/or civil and/or criminal proceedings, etc. if any, arises at any point from the said Old Developer i.e., namely Dhanashree Developers Private Limited at any time in future without making Society liable and or responsible for the same. The Developer thus hereby indemnifies the Society against any claim of any nature whatsoever of the said Old Developer i.e. namely Dhanashree Developers Private Limited, if it arises in future.

32. The Developer has agreed to register the said project under Real Estate Regulation and Development Act (“**RERA**”) and have agreed to utilize the entire funds obtained from the sale of the saleable components and shall abide with all the rule and regulations as mentioned under the RERA Act.

33. In the Special General Body Meeting held on 2nd June 2021, it has been resolved that *Shri. Ajit Narayan Mangaonkar (Chairman), Shri. Vijay Anand Adsule (Hon. Secretary), Shri. Anil Ratanlal Jain (Vice Chairman) Mr. Pramod Dajiram Kamble (Treasurer)* have been duly authorized by and on behalf of the Society to execute and submit for adjudication the Development Agreement, the Power of Attorney, *PAAA* etc. in favour of the Developer herein, and all other relevant and incidental documents and to lodge all such documents for registration, to obtain and procure effective registration of such documents and to appear before the Sub-Registrar of Assurances or any other competent authority for registration and to admit execution of such deed/s, document/s, writing/s, etc. with the Developers, and / or to carry on correspondence with all concerned authorities and bodies including the Government of Maharashtra in all its Departments, MHADA, Mumbai Municipal Corporation and or / Town Planning Department and / or MOEF other concerned authorities in connection with the development of the said property.

34. As per D. P. Remarks *MCGM, No.Ch.E/ DP34201911111251778D.P. Rev.dt.Refer Inward no.P/S/2019/111252068* and there are no reservation save and except what is stated therein and the said Property is in the Residential *R* Zone.

35. The Developer in its board meeting dated 12th June, 2021, resolved that Mr. Parbat Patel & Mr. Hiren Patel is authorized to sign the Development Agreement on the behalf of the Developer. The said board resolution also

specifies the list of all the directors of the Developer. Originally the society has passed a unanimous resolution wherein the company Oxford Realtors India Pvt. Ltd was appointed and also the same was confirmed by the Dy. Registrar in its meeting dated 7th August 2021.

36. Letter dated 18th June 2021, addressed by Shankarrao Borkar, Director of M/s. Dhanashree Developers Private Limited and Public Notice dated 29th July 2021 was published by Mr. Taranath Shetty and Mr. Balraj Chopra the directors of Arin Developers Private Limited wherein Arin Developers Private Limited through their Advocates and Solicitors addressed legal notice dated 3rd August 2021 and lodged their objections and grievances with the Secretary of the New Siddharth Nagar Pancham Co-operative Housing Society Limited in respect of the said property and called upon the Society to finalize the draft of Additional Supplemental Development Agreement to be executed between the Society, Dhanashree Developers Private Limited and their clients Arin Developers Private Limited.

37. New Siddharth Nagar Pancham Co-operative Housing Society Limited through their Advocates and Solicitor's letter dated 6th August 2021 replied to the letter dated 18th June 2021, Public Notice dated 29th July 2021 and letter dated 3rd August 2021 and categorically contended that in view of the order dated 16th January 2017 passed in Notice of Motion No.49 of 2016 in O.O.C.J. Suit No.31 of 2016 passed by His Lordship Mr. G.S. Patel, the said New Siddharth Nagar Pancham Co-operative Housing Society Limited was not required to obtain Court's permission. In view thereof, the said New

Siddharth Nagar Pancham Co-operative Housing Society Limited proceeded with the redevelopment work as there was no prohibitory / injunction obtained, till the date of issuance of this Certificate.

38. The said Oxford Realtors India Pvt Ltd consists of Mr. Parbat Patel and Mr. Hiren Patel as the Directors thereof. As per the advice given by the financial institutes and professionals, Parbat Patel and Hiren Patel has constituted LLP Company with the same shareholding and same pattern of Directors. Hence, the new proposal which is forwarded by Oxford Planet Realty LLP on letter dated 5th October 2021 is thereby forwarded to the Society on the same terms and conditions as per the as proposed by Oxford Realtors India Pvt. Ltd, is accepted and approved by the Society in its SGM dated 24th October 2021.
39. Our client Oxford Planet Realty LLP has caused to issue a Public Notice dated 27th November 2021 and published on the same day in The Free Press Journal (English daily) and Navshakti (Marathi daily) for investigating the title of the said property, and during the stipulated period mentioned therein and in view what is stated in our letter dated 6th August 2021 all the objections are dealt with and any objections or grievances raised to the said Public Notice are redundant.
40. By an Development Agreement dated 15th December 2021 executed by and between the Society and our client, duly registered with the Sub-Registrar of Assurance at Borivali 4, Mumbai under Serial No.BRL4-16870-2021 on 15th December 2021, thereby the said Society had granted development rights in

favour of our client Oxford Planet Realty LLP in respect of the property more particularly described in the Schedule hereunder written alongwith the residential flats.

41. Simultaneously with the execution of the said Development Agreement, the said Society have also executed a Power of Attorney dated 15th December 2021 in favour of (1) Mr. Parbat Ramji Patel and (2) Mr. Hiren Parbat Patel, the Directors of our client for effectually transferring the right, title and interest in respect of the said property in the name of our client. The said Power of Attorney is duly registered with the Office of the Sub-Registrar of Assurances at Borivali 4, under Serial No.BRL4–16871–2021 on 15th December 2021.
42. Property Register Card has been issued by City Survey Office.
43. Search Report dated 21st October 2022 from the period 2003 to 2022 (20 years), in respect of the said property from Private Investigator of Title Mr. Ganesh Y. Gawde procured from the Office of the Sub Registrar of Assurances.
44. On the basis of the above referred documents, we are of the opinion that the title of the said property is unencumbered and marketable and there is no prohibitory order against the Society to proceed further with the redevelopment work with the new developer including our client and subject to pending Commercial Suit No.31 of 2016 pending and sub-judiced before the Hon'ble High Court at Bombay.

OWNERS OF THE PROPERTY

45. Pursuant to the Indenture of Lease dated 3rd July, 2007, duly registered before the Office of Sub-Registrar of Assurances, under Sr. No. BDR5-05340-2007 on 4th July, 2007 (**“the said Deed of Lease”**), made and entered into between, the MAHDA (therein referred to as “the Lessor”) of the One Part and the said Society (therein also referred to as “the Society”) of the Other Part, the said MHADA had granted lease hold right for 99 years, at a lease hold rent of Rs. 5184/- in respect of the said Land and more particularly described in the **SCHEDULE** hereunder written in-favour of the said Society i.e. New Siddharth Nagar Co-operative Housing Society Ltd., for the consideration and on the terms and conditions and covenants therein contained.

46. Simultaneously, by a Deed of Sale dated 3rd July, 2007 duly registered before the Sub-Registrar of Assurance, Mumbai, under Sr. No. BDR5-05341-2007 on 4th July, 2007 (**“the said Deed of Sale”**) made and entered into between, the MHADA (therein referred to as “the Authority”) of the One Part and the said Society (therein also referred to as “the Society”) of the Other Part, the said MHADA had sold, assigned, transferred and conveyed the said Building admeasuring 996 sq.mtrs of plinth area and 71.64 sq. mtrs. of carpet area and having total of 40 tenements, having plinth area of each tenements 24.90 sq. mtrs. and carpet area of each tenements is 17.91 sq. mtrs. or thereabouts, standing on the said Land, in favour of the said Society namely New Siddharth Nagar Co-operative Housing Society Ltd. for the consideration and on the terms and conditions therein contained.

47. On the basis of the above referred documents, we are of the opinion that the title of the said property is unencumbered and marketable and there is no prohibitory order against the Society to proceed further with the redevelopment work with the new developer including our client and subject to pending Commercial Suit No.31 of 2016 pending and sub-judiced before the Hon'ble High Court at Bombay.

Sr. No.

1. 7/12 extract / P.R. Card as on date of application for registration.
2. Mutation Entry.
3. Search Report dated 21st October 2022.
4. Any other relevant title.
5. Litigations if any.

Dated: 17th November 2022

Yours truly,



PIYUSH MAHENDRA SHAH
Advocate and Solicitor
(Stamp)