

CHARUSHILA J. RAORANE, B.COM, LL. B,



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FORMAT – A

(Circular No:- 28/2021)

To

Maharashtra Real Estate Regulatory Authority (MahaRERA)

6th & 7th Floor, Housefin Bhuvan,

Plot C 21E – Block, Bandra Kurla Complex,

Bandra (East), Mumbai – 400051.

Sub: ALL THAT piece or parcel of non-agricultural sub-divided land bearing Plot No. D of CTS No. 1727-A, admeasuring net area 1771 sq. mtrs. corresponding to Survey No. 182 - Hissa No. 2 and Survey No. 242 - Hissa No. 2, City Survey No.1729 of Village Dahisar, Taluka Borivali, Registration District Mumbai, Sub-District Mumbai Suburban, situate at Navyug Nagar, S. V. Road, Dahisar East, Mumbai – 400 068 (“**Land**”), together with the buildings known as ‘Sadanand’ and ‘Nityanand’ standing thereon (collectively, as the “**Old Buildings**”), (collectively, the “**Property**”).

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1. INTRODUCTION :

I have investigated the title of Dahisar Sankalp Co-operative Housing Society Limited (“**Society**”) to the said property, on the request of my client **M/s. H Rishabraj Universal (“Developer”)** having its office at 103, Jai Tirth Building, Daulat Nagar, Road No.10, Borivali (East), Mumbai- 400066, on perusal of the copies of documents mentioned below, I observe as under

2. DESCRIPTION OF THE PROPERTY

All that piece or parcel of non-agricultural sub-divided land bearing bearing Plot No. D of CTS No. 1727-A, admeasuring net area 1771 sq. mtrs. corresponding to Survey No. 182 - Hissa No. 2 and Survey No. 242 - Hissa No. 2, City Survey No.1729 of Village Dahisar, Taluka Borivali, Registration District Mumbai, Sub-District Mumbai



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Suburban, situate at Navyug Nagar, S. V. Road, Dahisar East, Mumbai – 400 068 (“Land”), together with the buildings known as ‘Sadanand’ and ‘Nityanand’ standing thereon (collectively, as the “Old Buildings”), which Land is bounded as follows:

- On or towards the North : By Nandanvan Society;
- On or towards the South : By 30 feet wide internal road;
- On or towards the East : By Shalimar Shelters CHSL;
- On or towards the West : By S. V. Road.

3. DOCUMENTS OF ALLOTMENT OF PLOT PERUSED AND GRANT OF DEVELOPMENT RIGHTS IN RESPECT THEREOF:

- i) A Deed of Conveyance dated 30th April, 2011 registered with Sub-Registrar vide Sr. No. BDR-16-9824-2011 dated 18th October, 2011
- ii) Development Agreement Dated 05th July, 2023 registered with Jt. Sub-Registrar at Borivali -05 vide Sr. No. BRL-05/11545 of 2023, Dated 05th July, 2023
- iii) Power of Attorney Dated 05th July, 2023 with duly registered with the sub-registrar of Assurance under Sr. No. BRL-05/11547 of 2023, Dated 05th July, 2023
- iv) Society Registration Certificate dated 16th April 1992 Registration No. BOM/HSG/R-9561 of 1982 dated 5th March 1981

4. PROPERTY CARD:

The Property Card in respect of the said Land is standing in the name of “Dahisar Sankalp Co-operative Housing Society Ltd.

5. OWNERS OF THE LAND

By virtue of the aforesaid deeds and event Dahisar Sankalp Co-operative Housing Society Ltd. was seized, possessed and sufficiently entitled of the Property.



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6. On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of Dahisar Sankalp Co-operative Housing Society Limited is clear, marketable and without any encumbrances and M/s. H Rishabraj Universal is entitled to redevelop the said property.

Owner of the land

Dahisar Sankalp Co-operative Housing Society Ltd.

Developer of the land

M/s. H Rishabraj Universal

7. The report reflecting the flow of the title of Dahisar Sankalp Co-operative Housing Society Ltd. as owners and M/s. H Rishabraj Universal as Developer on the said land is enclosed herewith as Annexure-A.



**Adv. Charushila J. Raorane
Bombay High Court**

Encl : Annexure -A

Date : 22/01/2024

N.B.: The Title Report thereto are issued for my client's use and are based on copies of the documents furnished to me as mentioned therein.

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Annexure-A

(Circular No:-28/2021)

FLOW OF THE TITLE OF THE SAID LAND.

Sub: ALL THAT piece or parcel of non-agricultural sub-divided land bearing bearing Plot No. D of CTS No. 1727-A, admeasuring net area 1771 sq. mtrs. corresponding to Survey No. 182 - Hissa No. 2 and Survey No. 242 - Hissa No. 2, City Survey No.1729 of Village Dahisar, Taluka Borivali, Registration District Mumbai, Sub-District Mumbai Suburban, situate at Navyug Nagar, S. V. Road, Dahisar East, Mumbai – 400 068 (“**Land**”), together with the buildings known as ‘Sadanand’ and ‘Nityanand’ standing thereon (collectively, as the “**Old Buildings**”), (collectively, the “**Property**”).

My observation relating to the title of the “Dahisar Sankalp Co-Operative Housing Society Limited” to the said property described in the Schedule hereunder written and also the entitlement of M/s. H Rishabraj Universal, to undertake the redevelopment of the said property is as under:

- a) The Society is the absolute owner of, is well and sufficiently entitled to and is exclusively seized and possessed of all that piece or parcel of non-agricultural sub-divided land bearing bearing Plot No. D of CTS No. 1727-A, admeasuring net area 1771 sq. mtrs. corresponding to Survey No. 182 - Hissa No. 2 and Survey No. 242 - Hissa No. 2, City Survey No.1729 of Village Dahisar, Taluka Borivali, Registration District Mumbai, Sub-District Mumbai Suburban, situate at Navyug Nagar, S. V. Road, Dahisar East, Mumbai – 400 068 (“**Land**”), together with the buildings known as ‘Sadanand’ and ‘Nityanand’ standing thereon (collectively, as the “**Old Buildings**”) (which Land and Old Buildings along with other structures standing thereon are hereinafter collectively referred to as the “**Property**”).



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- b) Originally, one M/s. Sunshine Enterprises (“**Sunshine Enterprises**”) was the owner of and was otherwise well and sufficiently entitled to and seized and possessed of the said Land;
- c) The said Sunshine Enterprises constructed 2 buildings on the said Land viz. the said Old Buildings, in terms of the sanctioned plans and entered into various agreements for sale, for selling the flats to various purchasers.
- d) The purchasers of various flats in the said Old Buildings formed and constituted a co-operative society being Dahisar Sankalp Co-Operative Housing Society Limited, registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/R-9561 of 1982 dated 5th March 1981, having its registered address at Navyug Nagar, Near S. V. Road, Dahisar (East), Mumbai - 400 068, (“**Society**”) herein;
- e) The Society consists of 46 Members (“**Existing Members**”), out of which, the building ‘Sadanand’ consists of 29 Members’ flats and the building ‘Nityanand’ consists of 17 Members’ flats, aggregating to 48 existing flats of 46 Existing Members and 2 Sunshine Flats respectively (“**Existing Flats**”).
- f) The said Old Buildings are assessed vide Assessment Nos. RN111162000000 and RN1111620180000 of the R/North Ward, Mumbai by Municipal Corporation of Greater Mumbai;
- g) By and under an Indenture of Conveyance dated 30th April 2011 made between the said Sunshine Enterprises (therein referred to as the Vendor) of the One Part and the said Society (therein referred to as the Purchasers Society) of the Second Part and registered with the concerned Sub-Registrar of Assurances under Sr. No. BDR-16-



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9824-2011 dated 18th October, 2011 (“**Indenture of Conveyance**”), the said Sunshine Enterprises conveyed and assured the said Property unto the said Society, in the manner contained therein;

- h) On account of the Old Buildings being in a significantly weak and structurally deteriorated condition and in need of substantial/extensive and repetitive repairs and maintenance, the Society decided to proceed for redevelopment of the Property and appointed M/s. Viva Ssakash Developers Pvt. Ltd. (“**Viva**”) as the developer to redevelop the said Property. In pursuance of such appointment, by and under a Development Agreement dated 1st November 2012, made between the said Society of the First Part and the said Viva of the Second Part and registered with the concerned Sub-Registrar of Assurances under Sr. No. BRL-6-8246-2012 (“**Viva DA**”), the said Society granted development rights in respect of the Property in favour of the said Viva, on the terms and conditions and in the manner contained therein. In pursuance of the said Viva DA, the Society also executed a Power of Attorney dated 1st November 2012 registered with the concerned Sub-Registrar of Assurances under Sr. No. BRL-6-8247-2012 (“**Viva POA**”), in favour of the said Viva, for enabling the said Viva to carry out certain acts in behalf of the Society, in the manner contained therein;
- i) By and under a Supplementary Development Agreement dated 30th August 2016 made between the said Society of the First Part and the said Viva of the Second Part and registered with the concerned Sub-Registrar of Assurances under Sr. No. BRL-3-6355-2016 (“**SA**”), the said Society and the Developer agreed to modify certain terms of the Viva DA, to the extent and in the manner contained therein;



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- j) By and under an Indenture of Assignment dated 13th August 2018 made between the said Viva of the First Part, the said Society of the Second Part and the Shree Ostwal Builders Limited (“Ostwal”) of the Third Part and the Members of the Society as mentioned therein of the Fourth Part and registered with the concerned Sub-Registrar of Assurances under Sr. No. BRL-4-12167-2018 (“Deed of Assignment”), the said Viva assigned and transferred all their rights, benefits, privileges and advantages under the said Viva DA and SA in favour of the said Ostwal, with the confirmation of the Society, for the consideration and on the terms and conditions contained therein. In pursuance of the said Deed of Assignment, the Society also executed an Irrevocable General Power of Attorney dated 8th December 2018 registered with the concerned Sub-Registrar of Assurances under Sr. No. BRL-4-18565-2018 (“Ostwal POA”), in favour of the said Ostwal, for enabling the said Ostwal to carry out certain acts in behalf of the Society, in the manner contained therein;
- k) On account of various defaults and delays committed by the said Viva and thereafter by Ostwal, the Society and its Members lost trust and faith in Ostwal for completing the redevelopment of their Property and as such, vide its Advocate’s Letters dated 1st May 2022 and 29th August 2022, the said Society *inter alia* cancelled and terminated the Viva DA, SA and Deed of Assignment, along with the said Viva POA and Ostwal POA;
- l) The said Viva, vide its Letter dated 25.11.2022, has accepted the aforementioned termination by the Society and has granted its NOC to the Society for carrying out redevelopment of the Property and has *inter alia* assured the Society that save and except the said Deed of Assignment, they have not created any third party rights in respect of the said Property.



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- m) Vide a Letter dated 05.06.2023, the said Ostwal has also accepted the aforementioned termination by the Society and has granted its NOC to the Society for carrying out redevelopment of the Property and has inter alia assured the Society that they have not created any third party rights in respect of the said Property and/or the building earlier proposed to be constructed by them.
- n) By and under a Deed of Cancellation dated 06/06/2023 made between the said Viva of the First Part, the said Society of the Second Part, the Shree Ostwal Builders Limited (“Ostwal”) of the Third Part and registered with the concerned Sub-Registrar of Assurances under Sr. No. BRL-06/11718 of 2023 (“Deed of Cancellation”), the Parties to the Deed of Cancellation have confirmed the termination and cancellation of the said Viva DA, the said SA, the said Deed of Assignment, along with the said Viva POA and the said Ostwal POA, in the manner contained therein.
- o) After the termination as aforesaid, the Society approached various developers for getting the redevelopment of their Property done. Having conducted an exhaustive search and after considering the available options, the Society, in the General Body Meeting of its Members held on 7th August 2022, resolved to appoint M/s. H. Rishabraj Universal.
- p) The Said society by and under Development Agreement dated 05th July,2023 executed by and between the said society and the Developer and duly registered with the sub-registrar of assurances under Sr. No. BRL-05/11545 of 2023, Dated 05th July,2023, the Society and Members therein did thereby grant and assign Development Rights in respect of the said property for consideration and on terms, conditions and covenants therein recorded. The said society have also issued registered Power of Attorney Dated 05th July,2023 with duly registered with the sub- registrar of Assurance under



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Sr. No. BRL-05/11547 of 2023 The said documents are not the subject matter of any litigation and the same is valid, subsisting and binding upon the parties thereto.

q) Thus, the appointment of **M/s. H Rishabraj Universal** as Developers of the said property by the Society is valid and legal and as Developers **M/s. H Rishabraj Universal.**, is fully entitled to implement redevelopment of the said property.

- i) Any other relevant title – Not Applicable
- ii) Litigations if any – Not Applicable

Yours faithfully,

Adv. Charusheela J. Raorane
Bombay High Court



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