

Dhananjay R. Singh

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M: 9769440152

Ref. No. _____

Date : _____

Date: 22nd September, 2025

To:

The Maharashtra Real Estate Regulatory Authority (MAHARERA)
6th & 7th Floor, Housefin Bhavan, Plot No: C - 21, E - Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub: Title clearance report with respect to (i) all that piece and parcel of land admeasuring 304 square meters or thereabouts and forming part of larger land bearing Survey No. 106-A and bearing CTS No. 195 (part), of Village Andheri, Taluka Andheri, Mumbai Suburban District, and underneath and appurtenant to Building no. 6 in the layout of the Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") and lying, being and situate at Andheri Link Road, D. N. Nagar, Andheri (West), Mumbai - 400 053 (hereinafter referred to as "the First Land"), and (ii) all that piece and parcel of land admeasuring in aggregate 1,677.6 square meters or thereabouts (being area admeasuring 919.73 square meters or thereabouts as per the lease deed and an additional area of 108.82 square meters of tit-bit area of Building No. 14 and 429.70 square meters of scheme open space area and 219.35 square meters of road set back area) forming part of larger land bearing Survey No. 106-A and bearing CTS No. 195 (part), of Village Andheri, Taluka Andheri, Mumbai Suburban District, and underneath and appurtenant to Building no. 14 in the layout of the MHADA and lying, being and situate at Andheri Link Road, D. N. Nagar, Andheri (West), Mumbai - 400 053 (hereinafter referred to as "the Second Land"). The First Land and the Second Land are hereinafter collectively referred to as "the said Land".

1. On instructions of our clients **Platinumcorp Urban Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP identification no. AAN-7754; and having its registered office at 901, Peninsula Heights, C. D. Barfiwala Marg, Juhu Lane, Andheri (West), Mumbai 400058 (hereinafter referred to as "the Developer"), we have investigated the title of (i) D. N. Nagar Shree Padmalaya Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. MUM/TNA/MHADB/HSG/TC/12073/2003-2004 dated 4th June, 2003 and having its registered office at Building no. 6, Near Ganesh Mandir, Opp. Building no. 14, D. N. Nagar, Andheri (West), Mumbai 400 053 (hereinafter referred to as "the First Society") to the First Land; (ii) D. N. Nagar Abhinav Sahyadri Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative

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Societies Act, 1960, bearing registration no. BOM/KW/HSG/TC/9652/1996-1997 dated 14th February, 1997, and having its registered office at Building no. 14, D. N. Nagar, Andheri (West), Mumbai 400 053 (hereinafter referred to as "**the Second Society**") to the Second Land, and the Developer's entitlement to construct on the said Land (being First Land as well as the Second Land). In the course of such investigation, we have perused photocopies of the following documents:

- a. Property Register Card in respect of the said Land viz. forming part of larger land bearing CTS 195 of Village Andheri, Taluka Andheri, Mumbai Suburban District;
- b. Indenture of Lease dated 19th July, 2010 registered with the Sub Registrar of Assurances at Andheri no. 2 under serial no. BDR4-07804-2010;
- c. Deed of Sale dated 19th July, 2010 registered with the Sub Registrar of Assurances at Andheri no. 2 under serial no. BDR4-07805-2010;
- d. Development Agreement dated 24th December, 2020 registered with the Sub-Registrar of Assurances at Andheri no. 2 under serial no. BDR4-4491-2020;
- e. Power of Attorney dated 24th December, 2020 registered with the Sub-Registrar of Assurances at Andheri no. 2 under serial no. BDR4-4495-2020;
- f. Indenture of Lease dated 26th November, 1997 registered with the Sub Registrar of Assurances at Bombay under serial no. PBDR-1-1089-1997;
- g. Deed of Sale dated 26th November, 1997 registered with the Sub Registrar of Assurances at Bombay under serial no. PBDR-1-1090-1997;
- h. Development Agreement dated 7th July, 2021 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR1-8230-2021;
- i. Power of Attorney dated 7th July, 2021 registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR1-8301-2021;
- j. Offer Letter dated 18th August, 2021, bearing reference no. CO/MB/REE/NOC/F-1289/1988/2021 issued by MHADA;
- k. No Objection Certificate dated 28th April, 2022, bearing reference no. CO/MB/REE/NOC/F-1289/1031/2022 issued by MHADA;
- l. Intimation of Approval dated 13th May, 2022, bearing reference no. MH/EE/BP/Cell/GM/MHADA-105/1115/2022 issued by MHADA;

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- m. Letter dated 28th May, 2024 bearing reference no. MH/EE/(B.P.)/GM/MHADA-105/1115/2024 issued by MHADA for approval of amended plans;
 - n. Commencement Certificate dated 7th August, 2025 bearing number MH/EE/(BP)/GM/MHADA-105/1115/2025/CC/1/New issued by the MHADA;
 - o. Litigation Search Reports dated 24th July, 2025 and 26th July, 2025 by Cubic Tree Technology Solutions Private Limited; and
 - p. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai and Bandra for a period of 30 (Thirty) years from 1995 to 2025.
2. We have also issued public notices in 2 (two) newspapers viz. The Times of India (English – Mumbai edition) and Maharashtra Times (Marathi – Mumbai edition) both dated 17th June, 2025 for inviting claims in respect of the said Land.
3. On perusal of the above mentioned documents and all relevant documents relating to title of the said Land, and subject to what is stated therein, we are of the opinion that the title of (i) the First Society viz. D. N. Nagar Shree Padmalaya Co-operative Housing Society Limited to the First Land, and (ii) the Second Society viz. D. N. Nagar Abhinav Sahyadri Co-operative Housing Society Limited to the Second Land, as lessees of MHADA, is clear and without any encumbrances; and further that the Developer viz. **Platinumcorp Urban Developers LLP** is entitled to undertake development of the said Land (viz. the First Land as well as the Second Land) by constructing new multi-storeyed building/s on the said Land in accordance with the terms and conditions of the Development Agreements dated 24th December, 2020 and 7th July, 2021.

Owner: Maharashtra Housing and Area Development Authority – CTS No. 195 (part) of Village Andheri, Taluka Andheri, Mumbai Suburban District.

Lessees: D. N. Nagar Shree Padmalaya Co-operative Housing Society Limited (in respect of land admeasuring 304 square meters or thereabouts) and D. N. Nagar Abhinav Sahyadri Co-operative Housing Society Limited (in respect of land admeasuring 919.73 square meters or thereabouts) – CTS No. 195 (part) of Village Andheri, Taluka Andheri, Mumbai Suburban District.

Developer: Platinumcorp Urban Developers LLP – CTS No. 195 (part) of Village Andheri, Taluka Andheri, Mumbai Suburban District – admeasuring in aggregate

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1,981.6 square meters or thereabouts.

1. The pending litigations are as under though none of the pending litigation is adversely affecting the entitlement of the Developer to undertake the project of redevelopment of the said Land.
 - (a) SLP No. 020626 of 2022 CA-88261 of 2022 before Supreme Court of India between Platinumcorp Urban Developers LLP vs MHADA & ors.
 - (b) Civil Suit no: 1324 of 2021 before City Civil Court, Dindoshi between Smt. Nisha Uday Pawar vs DN Nagar Abhinav Sahyadri CHSL
2. The report reflecting the flow of the entitlement of the Developer to develop the said Land is enclosed herewith and marked as Annexure 'A'.

Yours faithfully

Dhananjay R. Singh
Advocate
Encl: Annexure

DHANANJAY R. SINGH
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ADVOCATE HIGH COURT
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Annexure 'A'

Flow of the entitlement of the Developer to develop the said Land.

1. On instructions of our clients viz. the Developer being **Platinumcorp Urban Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP identification no. AAN-7754; and having its registered office at 901, Peninsula Heights, C. D. Barfiwala Marg, Juhu Lane, Andheri (West), Mumbai 400058, we have investigated the Developer's entitlement to put up construction on the said Land viz. the First Land and the Second Land as more particularly described in the ***Schedule*** hereunder written and as requested by the Developer, we are issuing this certificate in respect of its entitlement thereof.
2. In the course of such investigation of the entitlement of the Developer to put up construction on the said Land we have caused necessary searches to be taken with the office of the Sub-Registrar of Assurances at Mumbai and Bandra for a period of 30 (Thirty) years from 1995 to 2025 and have also issued public notices in 2 (two) newspapers viz. The Times of India (English – Mumbai edition) and Maharashtra Times (Marathi – Mumbai edition) both dated 17th June, 2025 for inviting claims in respect of the said Land.
3. During the course of investigation, the Developer has furnished to us copies of certain documents with regard to the said Land; and we have perused the same and the following emanates therefrom:
 - a. First Land
 - i. The Maharashtra Housing and Area Development Authority (viz. MHADA) is the owner (subject to what is set out hereinafter) of the First Land.
 - ii. MHADA had constructed on the First Land, a building known as "Building No. 6" of the D. N. Nagar Layout of MHADA, comprising of ground floor and containing 6 (six) self-contained flats and 4 (four) commercial units/shops (hereinafter referred to as "**the First Old Building**"); wherein 5 (five) flats and 4 (four) commercial units/shops were allotted by MHADA to various persons and one residential flat was retained by MHADA. The First Old Building has since been demolished as elaborated hereinafter. The First Land and the First Old

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Building are hereinafter collectively referred to as **"the First Property"**.

- iii. It was envisaged by MHADA that the various allottees of flats/commercial units/shops would form themselves into a co-operative housing society and thereafter, MHADA would grant a lease in respect of the First Land and the First Old Building to and in favour of such co-operative housing society.
- iv. The various allottees of the flats/units in the First Old Building have with the consent and concurrence of MHADA, formed themselves into a co-operative housing society, being a co-operative society known as '*D. N. Nagar Shree Padmalaya Co-operative Housing Society Limited*' registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing registration no. MUM/TNA/MHADB/HSG/TC/12073/2003-2004 dated 4th June, 2003 (hereinafter referred to as **"the First Society"**).
- v. By and under an Indenture of Lease dated 19th July, 2010 MHADA has granted a lease in respect of the First Land to and in favour of the First Society for the period of 30 (Thirty) years commencing from 12th April, 2007 and renewable by thirty years, at and for the rent reserved thereby and for the consideration and on the terms and conditions as more particularly stated therein. The said Indenture of Lease dated 19th July, 2010 is registered with the Sub Registrar of Assurances at Andheri no. 2 under serial no. BDR4-07804-2010 (hereinafter referred to as **"the First Land Indenture of Lease"**).
- vi. By and under a Deed of Sale dated 19th July, 2010 made and executed by MHADA in favour of the First Society, MHADA has sold and transferred the First Old Building to and in favour of the First Society at and for the consideration and on the terms and conditions as more particularly stated therein. The said Deed of Sale dated 19th July, 2010 is registered with the Sub Registrar of Assurances at Andheri no. 2 under serial no. BDR4-07805-2010 (hereinafter referred to as **"the First Old Building Sale Deed"**).
- vii. In the circumstances, the First Society is seized and possessed of the First Property viz. as a lessee of MHADA in respect of the First Land by virtue of the First Land Indenture of Lease; and as the owner of the

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First Old Building by virtue of the First Old Building Sale Deed.

- viii. You have informed us that, the First Society has 9 (nine) members, who were the holders of various flats/premises/units in the First Old Building, prior to demolition of the Old Building (hereinafter referred to as **"the First Society Existing Members"**).
- ix. It appears from the Development Agreement dated 24th December, 2020 (*as referred to as hereinafter*) that, the First Old Building was in a dilapidated condition and beyond economical repairs and in view thereof, the First Society was desirous of appointing a fit and a proper entity engaged in the business of development and redevelopment of immoveable properties to undertake the redevelopment of the First Land by demolishing the First Old Building, then standing thereon; and by constructing on the First Land, new multistoried building/s, by using and utilizing the entire available Floor Space Index (hereinafter referred to as **"FSI"**) emanating from the First Land and also by consuming any additional FSI as may be consumable on the First Land, in which new building inter alia the First Society Existing Members and MHADA were to be rehabilitated.
- x. Since the First Old Building was in a dilapidated condition, the First Society Existing Members and MHADA had already vacated their respective flats/commercial units/shops in the First Old Building and the First Old Building was subsequently demolished and the First Land was vacant without any structures standing thereon. The First Society was in quiet, vacant and peaceful possession of the First Land.
- xi. By and under a Memorandum of Understanding dated 6th January, 2014, made and executed by and between the First Society and one M/s. Sai Siddhant Developers (a partnership firm registered under the provisions of the Indian Partnership Act, 1932) (hereinafter referred to as **"Sai Siddhant"**), the First Society had granted development rights in respect of the First Property to and in favour of Sai Siddhant, at and for the consideration and on other terms and conditions more particularly set out therein (hereinafter referred to as **"Sai Siddhant MoU"**).
- xii. In addition to the Sai Siddhant MoU, separate Irrevocable Consent Cum Declaration was taken for the redevelopment of the First

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Property, by Sai Siddhant from each of the First Society Existing Members (hereinafter referred to as "**Sai Siddhant Consents**").

- xiii. The Sai Siddhant MoU and the Sai Siddhant Consents are hereinafter collectively referred to as "**the Sai Siddhant Documents**".
- xiv. Since there was no progress in the matter of redevelopment of the First Property by Sai Siddhant and since Sai Siddhant had not made any efforts to undertake the redevelopment of the First Property, the members of the First Society passed a resolution in the Special General Body meeting held on 26th June, 2017, to terminate the appointment of Sai Siddhant as a developer and to terminate the Sai Siddhant Documents, since Sai Siddhant had committed breaches of the terms of the Sai Siddhant Documents. In pursuance of such resolution, the First Society also issued a letter dated 8th March, 2018 to Sai Siddhant communicating the resolution passed at the said Special General Body meeting of the First Society (viz. terminating the Sai Siddhant Documents and its appointment as the developer) held on 29th June, 2017. The members of the First Society further passed a resolution in the Special General Body meeting held on 15th March, 2020 to ratify and confirm the termination of Sai Siddhant as a developer.
- xv. The First Old Building was demolished and thereafter the First Land was vacant without any structures standing thereon, the First Society (after terminating the appointment of Sai Siddhant as aforesaid) was desirous of appointing another entity engaged in the business of development and redevelopment of immoveable properties to undertake the development of the First Land by constructing on the First Land, new multistoried building/s in accordance with the applicable provisions of law.
- xvi. Pursuant thereto, by and under a Development Agreement dated 24th December, 2020 (hereinafter referred to as "**the First Development Agreement**") made and executed between the First Society, the Developer and the First Society Existing Members, the First Society has granted full, exclusive and absolute development rights in respect of the First Land to and in favour of the Developer at and for the consideration and on terms and conditions more particularly contained therein. The First Development Agreement is registered with the Sub-Registrar of Assurances at Andheri no. 2 under serial no. BDR4-4491-

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2020.

xvii. In addition to the First Development Agreement, the First Society has also executed an Irrevocable Power of Attorney dated 24th December, 2020 in favour of the Developer (acting through its designated partners) and has conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the First Land (hereinafter referred to as "**the First Power of Attorney**"). The First Power of Attorney is registered with the Sub-Registrar of Assurances at Andheri no. 2 under serial no. BDR4-4495-2020.

b. Second Land

- i. The MHADA is the owner (subject to what is set out hereinafter) of the Second Land.
- ii. MHADA had constructed on the Second Land, a building known as "*Building No. 14*" of the D. N. Nagar Layout of MHADA, comprising of ground floor plus 4 (four) upper floors and containing 60 (sixty) self-contained flats (hereinafter referred to as "**the Second Old Building**"); wherein such self-contained flats were allotted by MHADA to various persons. The Second Land and the Second Old Building are hereinafter collectively referred to as "**the Second Property**".
- iii. It was envisaged by MHADA that the various allottees of flats would form themselves into a co-operative housing society and thereafter, MHADA would grant a conveyance or lease in respect of the Second Property to and in favour of such co-operative housing society.
- iv. The various allottees of the flats in the Second Old Building have with the consent and concurrence of MHADA, formed themselves into a co-operative housing society, being a co-operative society known as '*D. N. Nagar Abhinav Sahyadri Co-operative Housing Society Limited*' registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing registration no. BOM/KW/HSG/TC/9652/1996-1997 dated 14th February, 1997 (hereinafter referred to as "**the Second Society**"). Thus, the Second Society originally had 60 (sixty) members, being the holders of the said 60 (sixty) flats in the Second Old Building.

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- v. By and under an Indenture of Lease dated 26th November, 1997, made and executed by MHADA in favour of the Second Society, MHADA has granted a lease in respect of the Second Land (viz. land admeasuring 919.73 square meters or thereabouts) to and in favour of the Second Society for the period of ninety nine years commencing from 1st April, 1980 at and for the rent reserved thereby and for the consideration and on the terms and conditions as more particularly stated therein. The said Indenture of Lease dated 26th November, 1997 is registered with the Sub Registrar of Assurances at Bombay under serial no. PBDR-1-1089-1997 (hereinafter referred to as "**the Second Land Indenture of Lease**").
- vi. By and under a Deed of Sale dated 26th November, 1997 made and executed by MHADA in favour of the Second Society, MHADA has sold and transferred the Second Old Building to and in favour of the Second Society at and for the consideration and on the terms and conditions as more particularly stated therein. The said Deed of Sale dated 26th November, 1997 is registered with the Sub Registrar of Assurances at Bombay under serial no. PBDR-1-1090-1997 (hereinafter referred to as "**the Second Old Building Sale Deed**").
- vii. In the circumstances, the Second Society is seized and possessed of the Second Property viz. as a lessee of MHADA in respect of the Second Land (viz. land admeasuring 919.73 square meters or thereabouts) and as the owner of the Second Old Building.
- viii. You have informed us that, pursuant to the aforesaid, the Second Society was desirous of putting up certain additional construction (by extension of the Second Old Building and adding 10 (ten) residential flats to the Second Old Building) and the Second Society had accordingly, made an application dated 12th January, 1999 to the Municipal Corporation of Greater Mumbai / Brihanmumbai Municipal Corporation (hereinafter referred to as the "**MCGM**").
- ix. The Second Society also intimated to MHADA vide its letter dated 27th January, 1999 about the said additional construction work as aforesaid, and MHADA vide its letter dated 1st February, 1999 confirmed that MHADA had no objection to the said extension of the Second Old Building.

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- x. Pursuant thereto, the Second Society entered and executed Development Agreement dated 30th August, 1999 with one M/s. Jupiter Builders for construction of the said additional work.
- xi. The MCGM had issued an Intimation of Disapproval dated 11th April 2000 for such extension to the Second Old Building and had approved plans in respect thereof. Thereafter, MCGM granted Commencement Certificate dated 28th June 2000 for the said additional work. The Architect of the scheme, M/s. S. R. Naik and Associates issued a letter dated 28th October, 2002 to MCGM confirming that the said additional works were completed as per the approved plans. MCGM vide its letter dated 29th August 2003 granted Full Occupancy Certificate to the Second Society.
- xii. Thereafter the Second Society admitted the allottees of such 10 (ten) additional residential flats as members of the Second Society.
- xiii. The term "**Second Old Building**" wherever the same appears hereinafter shall mean the building/structure earlier standing on the Second Land (including the addition thereto made as aforesaid) and comprising of 70 (seventy) residential flats. The Second Old Building has since been demolished as elaborated hereinafter.
- xiv. The Second Society has 70 (Seventy) members, who were the holders of various flats/premises in the Second Old Building (hereinafter referred to as "**the Second Society Existing Members**").
- xv. It appears from the Development Agreement dated 7th July, 2021 (*as referred to as hereinafter*) that, the Second Old Building was in a dilapidated condition and beyond economical repairs and in view thereof, the Second Society was desirous of appointing a fit and a proper entity/person to undertake the redevelopment of the Second Property by demolishing the Second Old Building standing on the Second Land and constructing on the Second Land, new multistoried building/s by using and utilizing the entire available FSI emanating from the Second Land and available for consumption thereon, in which new building inter alia the Second Society Existing Members were to be rehabilitated.
- xvi. Accordingly, a resolution was passed by the members of the Second Society in its Special General Body meeting held on 5th January, 2014

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to appoint one Axayraj Buildwell Private Limited (hereinafter referred to as "**Axayraj**") as the Developer to undertake the redevelopment of the Second Property. However, the detailed terms and conditions for such proposed redevelopment of the Second Property could not be finalized between the Second Society and Axayraj and the requisite Development Agreement was not executed between the Second Society and Axayraj.

xvii. Since there was no progress in the matter of redevelopment of the Second Property by Axayraj and since Axayraj had not made any efforts to undertake the redevelopment of the Second Property, the Second Society Existing Members passed a resolution in the Special General Body meeting held on 2nd July, 2017 to terminate the appointment of Axayraj as a developer. In pursuance of such resolution, the Second Society also issued a letter dated 14th August 2017 to Axayraj communicating the resolution passed at the said special general body meeting of the Second Society held on 2nd July, 2017. Axayraj has till date not disputed such termination or replied to the letter dated 14th August 2017.

xviii. The Second Old Building as aforesaid, was in a dilapidated condition and beyond economical repairs and in view thereof, the Second Society (after terminating the appointment of Axayraj as aforesaid) was desirous of appointing another entity engaged in the business of development and redevelopment of immovable properties to undertake the redevelopment of the Second Land by demolishing the Second Old Building, then standing thereon; and by constructing on the Second Land, new multistoried building/s in accordance with the applicable provisions of law.

xix. Pursuant thereto, by and under a Development Agreement dated 7th July, 2021 (hereinafter referred to as "**the Second Development Agreement**") made and executed between the Second Society, the Developer and the Second Society Existing Members, the Second Society has granted full, exclusive and absolute development rights in respect of the Second Land to and in favour of the Developer at and for the consideration and on terms and conditions more particularly contained therein. The Second Development Agreement is registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR1-8230-2021.

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- xx. In addition to the Second Development Agreement, the Second Society has also executed an Irrevocable Power of Attorney dated 7th July, 2021 in favour of the Developer (acting through its designated partners) and has conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the Second Land (hereinafter referred to as **"the Second Power of Attorney"**). The Second Power of Attorney is registered with the Sub-Registrar of Assurances at Andheri no. 1 under serial no. BDR1-8301-2021.
- xxi. You have informed us that, the Second Society Existing Members have since vacated the Second Old Building and the Developer has demolished the same.
- c. The names of the First Society and the Second Society are not presently reflected in the Property Register Card in respect of the First Land and the Second Land respectively, as lessees of MHADA.
- d. The First Development Agreement, the Second Development Agreement, the First Power of Attorney and the Second Power of Attorney are hereinafter collectively referred to as **"the Redevelopment Documents"**.
- e. In the circumstances, by virtue of the Redevelopment Documents, the Developer has become entitled to undertake redevelopment of the said Land (viz. the First Land as well as the Second Land) and to put up construction of the new multistoried building/s on the said Land.
- f. As per the terms of the said Redevelopment Documents, the Developer shall be undertaking the redevelopment of the First Land and the Second Land as an amalgamated scheme of redevelopment, and the First Society and the Second Society shall be amalgamated and merged into a common co-operative housing society pursuant to and as per the provisions of the Section 17 of the Maharashtra Co-operative Societies Act, 1960 and Rule 16 of the Maharashtra Co-operative Societies Rules, 1961 (hereinafter referred to as **"the Amalgamated Society"**).
- g. Further as per the terms of the Redevelopment Documents Agreement, the Developer has been authorised to construct on the said Land, new multistoried building/s, wherein certain constructed premises are to be provided by the Developer to the First Society Existing Members, the MHADA and the Second Society Existing Members; and the Developer has been authorised by

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Advocate High Court

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M: 9769440152

Ref. No. _____

Date : _____

the First Society and the Second Society to sell or otherwise create third party rights in respect of the additional premises/flats (defined in the Redevelopment Documents and hereinafter referred to as "**the Developer's Sale Area**") to third parties and such third party would be admitted by the Amalgamated Society (being the First Society and the Second Society amalgamated and merged into a common co-operative housing society as aforesaid) as its new member/s along with the First Society Existing Members and the Second Society Existing Members.

4. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished to us it appears that:
- On the basis of an application made to MHADA, the MHADA has issued an Offer Letter dated 18th August, 2021, bearing reference no. CO/MB/REE/NOC/F-1289/1988/2021, to the Society with regard to the redevelopment of the said Land.
 - In pursuance of the said Offer Letter dated 18th August, 2021, the MHADA has issued No Objection Certificate (NOC) dated 28th April, 2022 bearing reference no. CO/MB/REE/NOC/F-1289/1031/2022 for redevelopment of the said Land.
 - On the basis of applications made to MHADA for sanction of plans for putting up construction of a multi-storeyed building on the said Land, the MHADA has issued Intimation of Approval (IOA) dated 13th May, 2022, bearing reference no. MH/EE/BP/Cell/GM/MHADA-105/1115/2022 for construction on the said Land;
 - Thereafter, on the basis of application made by the Developer to MHADA for sanction of revised/amended plans for construction of the new building on the said Land, MHADA has vide its letter dated 28th May, 2024 bearing reference no. MH/EE/(B.P.)/GM/MHADA-105/1115/2024 approved such amended plans for construction on the said Land; and
 - Pursuant thereto, the MHADA has also issued a Commencement Certificate dated 7th August, 2025 bearing number MH/EE/(BP)/GM/MHADA-105/1115/2025/CC/1/New and has permitted to commence construction on the said Land to the extent set out therein.
5. The Developer has informed us that to the best of the Developer's knowledge the entitlement of the Developer to undertake the redevelopment of the said Land is not

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the subject matter of any litigation or proceedings (including any arbitration proceedings) in any court or tribunal nor is there any attachment on the said Land either before or after judgment. Further, as per the Litigation Search Reports dated 24th July, 2025 and 26th July, 2025 issued by Cubic Tree Technology Solutions Private Limited, we have observed that none of the pending proceedings/litigations mentioned in the said reports could affect the entitlement of the Developer to undertake the redevelopment of the said Land. Thus, we are of the view that there is no pending litigation wherein the entitlement of the Developer to undertake the project of redevelopment is adversely affected.

6. In the course of the searches caused to be taken by us with the offices of Sub-Registrars of Assurances, at Mumbai and Bandra from 1995 to 2025 as aforesaid, we have not come across any entries of registration of any documents, whereby the Society's title to the said Land, as lessee of MHADA and/or the Developer's entitlement to put up construction on the said Land in accordance with the terms of the Development Documents, may be adversely affected.
7. In pursuance of the above referred public notices issued by us, we have not received any claims/objections.
8. The Developer has informed us, that the Developer shall be making an application to the Maharashtra Real Estate Regulatory Authority for registering the project of construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA").
9. In the circumstances, in our opinion, subject to what is stated hereinabove, we are of the opinion that the Developer viz. **Platinumcorp Urban Developers LLP** is entitled to undertake development of the said Land by constructing a new multi-storied building on the said Land in accordance with the terms and conditions of the said Redevelopment Documents and in accordance with the approvals already granted and as may hereafter be granted by the MHADA and the concerned authorities for carrying out construction on the said Land; and subject to the Developer obtaining registration of the project of construction on the said Land under the provisions of RERA, the Developer will be entitled to create third party rights in respect of the units/premises comprised in the Developer's Sale Area as per the terms and conditions set out in the Redevelopment Documents.

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Date : _____

SCHEDULE

Description of the First Land

All that piece and parcel of land admeasuring 304 square meters or thereabouts and forming part of larger land bearing Survey No. 106-A and bearing CTS No. 195 (part), of Village Andheri, Taluka Andheri, Mumbai Suburban District, and underneath and appurtenant to Building no. 6 in the layout of MHADA and lying, being and situate at Andheri Link Road, D. N. Nagar, Andheri (West), Mumbai – 400 053.

Description of the Second Land

All that piece and parcel of land admeasuring in aggregate 1,677.6 square meters or thereabouts (being area admeasuring 919.73 square meters or thereabouts as per the lease deed and an additional area of 108.82 square meters of tit-bit area of Building No. 14 and 429.70 square meters of scheme open space area and 219.35 square meters of road set back area) forming part of larger land bearing Survey No. 106-A and bearing CTS No. 195 (part), of Village Andheri, Taluka Andheri, Mumbai Suburban District, and underneath and appurtenant to Building no. 14 in the layout of the MHADA and lying, being and situate at Andheri Link Road, D. N. Nagar, Andheri (West), Mumbai – 400 053.

Dated this 22nd day of September, 2025


(Dhananjay R. Singh)

Advocate

DHANANJAY R. SINGH
B. COM. L.L.B.
ADVOCATE HIGH COURT
201, Kedia Chambers, 2nd Floor,
Opp. Shantinath Shopping Centre,
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SUMMARY

PREPARED ON: 24 July 2025

Company Name : D. N. Nagar Abhinav Sahyadri CHS

Legal Cases

Supreme Court	High Court	District Court	Consumer Court	ITAT/CESTAT	NCLT/NCLAT	DRT/DRAT	RERA	NGT/Others
1	2	1	0	0	0	0	0	0

*This litigation process is done for the past 30 years.

Details of legal cases

Court SupremeCourt
Sr No 1
Case no C.A. No. 008896 / 2022,SLP(C) No. 020626 - / 2022,(Verified On 17-11-2022)
Case Type C.A. No. 008896
Case Year NA
Case Stage (Motion Hearing [SERVICE/COMPLIANCE]-BEFORE REGISTRAR(J) / [ORDERS (INCOMPLETE MATTERS / IAs / CRLMPs)]) Leave Granted / Rule NISI / Appeal Admitted-Ord dt:21-11-2022
Act NA
State Delhi
District New Delhi
Case details 1 PLATINUM CORP URBAN DEVELOPERS LLP, , PLATINUM CORP URBAN DEVELOPERS LLP VS 1 THE MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY, , 2 THE EXECUTIVE ENGINEER, (BUILDING PROPOSAL), GREATER MUMBAI, , 3 D N NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED, , 4 D N NAGAR SHREE PADMALAYA CO- OPERATIVE HOUSING SOCIETY LIMITED, , THE MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY, , THE EXECUTIVE ENGINEER, (BUILDING PROPOSAL), GREATER MUMBAI, , D N NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED, , D N NAGAR SHREE PADMALAYA CO- OPERATIVE HOUSING SOCIETY LIMITED
Last Date of Hearing NA
Next Date of Hearing NA
Status PENDING

Court BombayHighCourt
Sr No 1
Case no WP/4708/2022
Case Type WP
Case Year 2022
Case Stage NA
Act Mah. Regional Town Planning Act 226
State Maharashtra
District MUMBAI
Case details PLATINUM CORP URBAN DEVELOPERS LLP VS THE MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY AND 3 ORS., , THE EXECUTIVE ENGINEER, (BUILDING PROPOSAL), GREATER MUMBAI, , D. N. NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED, , D. N. NAGAR SHREE PADMALAYA CO-OPERATIVE HOUSING SOCIETY LIMITED, , D. N. NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED ADVOCATE -ARUN PANICKAR, , D. N. NAGAR SHREE PADMALAYA CO-OPERATIVE HOUSING SOCIETY LIMITED ADVOCATE -ARUN PANICKAR
Last Date of Hearing 20-10-2022
Next Date of Hearing NA
Status Disposed

Court BombayHighCourt
Sr No 2
Case no CARBPL/24247/2024
Case Type CARBPL
Case Year 2024
Case Stage NA
Act Arbitration and Conciliation Act 1996
State Maharashtra
District MUMBAI
Case details PLATINUMCORP URBAN DEVELOPERS LLP VS D. N. NAGAR ABHINAV SAHYADRI CO OPERATIVE HOUSING SOCIETY LTD.
Last Date of Hearing 30/09/2024
Next Date of Hearing NA
Status Disposed

Court Civil Court, Dindoshi
Sr No 1
Case no Civil Suit/1324/2021
Case Type Civil Suit
Case Year 2021
Case Stage NA

Act	CODE OF CIVIL PROCEDURE
State	Maharashtra
District	MUMBAI
Case details	Smt. Nisha Uday Pawar Nee Miss Nisha Pandurang Shinde VS D.N. Nagar, Nagar abhinav CHS,
Last Date of Hearing	NA
Next Date of Hearing	06-10-2025
Status	REPORT

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Disclaimer

"This report contains information about **D. N. Nagar Abhinav Sahyadri CHS** which has been compiled using data available online in public domain on best effort basis. To that effect, the correctness, accuracy and completeness of this report are directly related to the data available online in public domain. This report is not to be treated as an advice in any form and the users are advised to carry out necessary due diligence/verification or to seek proper professional advice as may be necessary on the information provided in this report before taking any decision."

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SUMMARY

PREPARED ON: 26 July 2025

Company Name : D. N. Nagar Shree Padmalaya CHS

Legal Cases

Supreme Court	High Court	District Court	Consumer Court	ITAT/CESTAT	NCLT/NCLAT	DRT/DRAT	RERA	NGT/Others
1	1	0	0	0	0	0	0	0

*This litigation process is done for the past 30 years.

Details of legal cases

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Case Stage	(Motion Hearing [SERVICE/COMPLIANCE]-BEFORE REGISTRAR(J) / [ORDERS (INCOMPLETE MATTERS / IAs / CRLMPs)]) Leave Granted / Rule NISI / Appeal Admitted-Ord dt:21-11-2022
Act	NA
State	Delhi
District	New Delhi
Case details	PLATINUM CORP URBAN DEVELOPERS LLP, , PLATINUM CORP URBAN DEVELOPERS LLP VS 1 THE MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY, , 2 THE EXECUTIVE ENGINEER, (BUILDING PROPOSAL), GREATER MUMBAI, , 3 D N NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED, , 4 D N NAGAR SHREE PADMALAYA CO- OPERATIVE HOUSING SOCIETY LIMITED, , THE MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY, , THE EXECUTIVE ENGINEER, (BUILDING PROPOSAL), GREATER MUMBAI, , D N NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED, , D N NAGAR SHREE PADMALAYA CO- OPERATIVE HOUSING SOCIETY LIMITED
Last Date of Hearing	14/10/2024
Next Date of Hearing	NA
Status	PENDING

Court	Bombay High Court
Sr No	1
Case no	4708/2022
Case Type	WP
Case Year	2022
Case Stage	NA
Act	Mah. Regional Town Planning Act 226
State	Maharashtra
District	MUMBAI
Case details	PLATINUM CORP URBAN DEVELOPERS LLP VS THE MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY AND 3 ORS., , THE EXECUTIVE ENGINEER, (BUILDING PROPOSAL), GREATER MUMBAI, , D. N. NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED, , D. N. NAGAR SHREE PADMALAYA CO-OPERATIVE HOUSING SOCIETY LIMITED, , D. N. NAGAR ABHINAV SAHYADRI CO-OPERATIVE HOUSING SOCIETY LIMITED ADVOCATE -ARUN PANICKAR, , D. N. NAGAR SHREE PADMALAYA CO-OPERATIVE HOUSING SOCIETY LIMITED ADVOCATE -ARUN PANICKAR
Last Date of Hearing	20-10-2022
Next Date of Hearing	NA
Status	Disposed

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