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Ref. No. **26/2022**

25th May, 2022

By Hand Delivery

To,

M/s Sudarsan Developers

Office No. 3A, Ground Floor, Chandan Apartment,

S.V. Road, New Golden Tobacco Co.,

Landmark: Behind Bharat Furnishings,

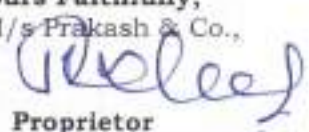
Vile Parle (W), Mumbai - 400 056.

Re: Title Certificate in the matter of all that pieces and parcel of land admeasuring about 1015.90 square meters bearing CTS Nos. 356 and 356(1) of Village Kondivita Taluka Vile Parle within the registration Sub-District and District of Mumbai city and Mumbai Suburban and bearing plot no. 81 together with a residential building standing thereon comprising of ground plus two upper floors and consisting of 33 residential flats and situated at Plot no. 81, JB Nagar, Andheri (East), Mumbai - 400 059 ("Leasehold Property").

Dear Sirs,

We enclose herewith the Title Certificate dated 25th May, 2022, in the aforesaid matter for your record.

Yours Faithfully,
For M/s Prakash & Co.,


Proprietor

Encl: As above

TITLE CERTIFICATE

Re: All that pieces and parcel of land admeasuring about 1015.90 square meters bearing CTS Nos. 356 and 356(1) of Village Kondivita Taluka Vile Parle within the registration Sub-District and District of Mumbai city and Mumbai Suburban and bearing plot no. 81 together with a residential building standing thereon comprising of ground plus two upper floors and consisting of 33 residential flats and situated at Plot no. 81, JB Nagar, Andheri (East), Mumbai - 400 059 ("Leasehold Property").

1. We are concerned for M/s Sudarsan Developers having its Office at Office No. 3A, Ground Floor, Chandan Apartment, S.V. Road, New Golden Tobacco Co., Landmark: Behind Bharat Furnishings, Vile Parle (W), Mumbai - 400 056.
2. As per the instructions of our clients, we have investigated the title of the Society with regard to the Leasehold Property and have to submit as under.
3. As more particularly stated hereinafter, at the time of granting development rights in respect of the Leasehold Property, the Society (as defined hereunder) and its Members (as defined hereunder) represented to our clients as under.
 - A. Shree Rajasthan Co-operative Housing Society Limited ("**Parent Society**") is a co-operative housing society, duly registered under Registration No. B-268, dated 9th May, 1946, with the aims and objects as more particularly mentioned in the Bye-Laws of the Parent Society as were originally framed and modified/amended from time to time.
 - B. By and under an Indenture of Conveyance dated 9th July, 1947, duly registered in the office of Sub-Registrar of Assurances at Bombay, under Sr. No. 3923 of 1947, read with Indenture dated 11th September, 1948, the Parent Society then purchased/acquired all those pieces or parcels of lands bearing (i) Survey No. 38, Hissa Nos. 1 to 5, (ii) Survey No. 40, (iii) Survey No. 41, Hissa Nos. 1, 3 and 4, (iv) Survey No. 42, Hissa No. 2, (v) Survey No. 43, Hissa No. 2, (vi) Survey No. 58A, Hissa No. 1, 2A and 2C, (vii) Survey No. 59, Hissa Nos. 1 to 4, (viii) Survey No. 60, Hissa Nos. 2 and 3 and (ix) Survey No. 61A, Hissa No. 1, situate, lying and being at Village Kondivita, Taluka South Salsette (Andheri), on the South Side of Andheri Kurla Road (Sir M. V. Road), in the Registration District of Mumbai Suburban District and more particularly described in the **First Schedule** hereunder written, at and for the price and

consideration and on the terms, conditions and covenants as more particularly mentioned in the said Indenture of Conveyance, dated 9th July, 1947 read with the said Indenture dated 11th September, 1948 (collectively "**Entire Land**").

- C. Subsequent to the purchase/acquisition of the Entire Land, the Parent Society divided the same into several smaller plots with internal roads and other amenities with an intent to allot individual sub-divided smaller plots to its members to construct and build thereon structure for residential purpose of such members. In furtherance to the above, the Parent Society submitted a layout scheme, which said layout scheme was duly approved/sanctioned by the Collector of Mumbai.
- D. From and out of the total sub-divided smaller plots, some of the sub-divided smaller plots were developed by the Parent Society itself (instead of leasing out the same to its members) by constructing thereon multistory buildings in accordance with the sanction and approval granted by the appropriate authority being the Brihanmumbai Municipal Corporation ("**BMC**"). Subsequent to the completion of construction of such multistory buildings and at the relevant time (many years back), the Parent Society allotted various flats in such multistory buildings to various flat purchasers who were admitted as members of the Parent Society and each of such members were allotted 5 (five) shares of Rs. 50/- each of the Parent Society.
- E. The Parent Society after selling such flats to the then prospective member purchasers for valuable consideration have put such purchasers in actual physical possession of their respective individual flats and since then such original flat purchasers and/or their transferees, in case of further sale and transfer and/or their successors, being the heirs, legal representatives and next-of-kins, in the event of demise of the original purchasers (as the case may be) are in use, occupation and possession of their respective flats.
- F. Subsequent to the above, the Parent Society, then proposed to amend and did amend its Bye-laws so as to regularize and admit the flat purchasers as its members and for the purpose aforesaid, the Bye-laws of the Parent Society were amended so as to make the Parent Society as a mixed type of Society viz. a Tenant Ownership Housing Society (vis-à-vis the members who were granted leases of the individual sub-divided smaller plots) as well as Tenant Co-partnership Housing Society (the members who had purchased respective flats

in the multistory buildings constructed by the Parent Society], which amendments were carried out by the General Body of the Parent Society in its meeting held on 4th November, 1962. The aforesaid amendments were duly approved by the concerned Assistant Registrar of Societies on 9th February, 1963.

- G. By virtue of such amendment to the Bye-laws, the Parent Society has 217 members comprising of 79 lessee members and 138 flat purchaser members.
- H. The aforesaid amendments to the Bye-laws of the Parent Society came to be challenged, by a member, before the Co-operative Court under Dispute No. 188 of 1971 on 25th January, 1971 ("**Dispute**").
- I. The Dispute came to be made absolute by the Co-operative Court by Judgment and Award dated 21st October, 1980, thereby, setting aside the amendment of the Bye-laws which had a direct adverse impact on the membership of the individual flat purchasers viz. Tenant Co-Partners.
- J. The challenge to the said Judgment and Award in the form of an Appeal No. 585 of 1980 ("**Appeal**") filed before the Maharashtra State Co-operative Appellate Court also resulted into failure by virtue of Judgment and Award dated 19th October, 1983 and in turn the said Judgment and Award of the Co-operative Court in Dispute No. 188 of 1971 was confirmed.
- K. The further challenge to the aforesaid orders in the form of Writ Petition No. 2834 of 1983 ("**Writ Petition**") also resulted into dismissal of the said Writ Petition for default on 29th July, 1991.
- L. Though, the aforesaid orders were passed as early as in 1983, the functioning of the Parent Society till the date hereof, has not affected at all and the same continues as if the Parent Society still comprises of mixed type of membership.
- M. To protect and confirm the rights of the individual persons and further to streamline the process of functioning and to regulate the membership of the Parent Society, it was resolved in the Special General Body Meeting held on 1st December, 2013, that Flat Holders/Occupants/Tenant Co-partner Members of each of the buildings constructed by the Parent Society may form a separate Co-operative Housing Society amongst themselves and the Co-operative Housing Society so formed would be granted a lease for 999 years in respect

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of the plot on which the building is standing and such Co-operative Housing Society of the Flat Holders/Occupants/Tenant-Copartner Members of each of the buildings would be admitted as Tenant Co-Owner Member of the Parent Society on the terms identical with the other individual Tenant Co-Owner Members, with the precondition that all the Flat Holders/Occupants/Tenant-Copartner Members of the concerned buildings shall voluntarily surrender their respective membership of the Parent Society and further that the Body incorporate formed would be admitted as member.

4. As aforesaid, we have, as per the instructions of our clients investigated the title of the Society in respect of one such smaller sub-divided plot of land only, the complete details/particulars whereof, are as under:

- (i) (1)(i) Mrs. Indu Anil Shukla and (ii) Mr. Anil Shyam Narayan Shukla, (2)(i) Mrs. Rajkumari Jain and (ii) Mr. Suresh Jain, (3) Mr. Anil Shyam Narayan Shukla, (4) Mr. Nemichand Jain, (5) Mrs. Shilpa Atul Gupta, (6) Mrs. Snehlata Sharma, (7) Mrs. Keshar Devi Vyas, (8) Mrs. Beena Rani Ramotar Maheshwari, (9) Mrs. Sumitra Vyas, (10) M/s Automech, (11) Mr. Ramakant Sharma, (12)(i) Mr. Chandradeo R. Mishra, (ii) Mr. Suryadeo R. Mishra and (iii) Mr. Brahmadeo R. Mishra, (13) Mrs. Sudha Ramakant Sharma, (14) Mrs. Rajool Borar, (15) Mr. Premkumar Agarwal, (16) Mr. Satishkumar Agarwal, (17) Mr. Pradeep Agarwal, (18) Mr. Pradeep Agarwal, (19) Mrs. Gunjan Pradeep Agarwal, (20) Mr. Govind Deo Sharma, (21) Mrs. Premlata Jain, (22) Mrs. Alo Karmakar, (23) Mr. Deendayal Thanvi, (24) Mr. Omprakash Tekadiwala, (25) Mr. Subhash Agarwal, (26) Mr. Rajendra Bajaj, (27)(i) Mr. Subhash A. Shinde and (ii) Mrs. Satyabhama Shinde, (28) (i) Mr. Subhash A. Shinde and (ii) Mrs. Satyabhama Shinde, (29) (i) Mr. Pradeep Punmiya and (ii) Mrs. Priya Punmiya, (30) Mr. Subhash A. Shinde and (ii) Mrs. Satyabhama Shinde, (31) Mr. Paresh Karia, (32) Mr. Sunil Somani and (33)(i) Mrs. Ramadevi Somani and (ii) Mr. Madhusudan Somani (collectively "**Members**") or their respective predecessors-in-title had originally purchased/acquired their respective flats from the Parent Society in one of the multistory buildings constructed by the Parent Society known as "Panchsheel" ("**Old Building**").

- (ii) Subsequent to the amendments, the members or their respective predecessors-in-title got together and formed Gokul Panchsheel Co-

Operative Housing Society Limited ("**Society**") under The Maharashtra Co-operative Housing Societies Act, 1961 ("**MCS Act**") under Registration No. MUM/WKE/HSG/TC/15111/2011-2012/YEAR 2011, dated 29th December, 2011.

- (iii) Subsequent to the above, the Members or their respective predecessor-in-title surrendered their original membership of the Parent Society and requested the Parent Society to execute a Deed of Lease in respect of a sub-divided smaller plot of land forming part of the Entire Land, which the Parent Society expressly and specifically agreed to as more particularly stated hereinafter.
- (iv) As per the request of the Society, the Parent Society has in the meeting held on 28th May, 2021, accepted the resignations and surrender of membership of all the Members of the Society and agreed to grant and demise the leasehold right in perpetuity of the Leasehold Property being undivided portion of the Entire Land in favour of the Society and the Society in turn agreed to acquire leasehold rights in perpetuity from the Parent Society on the terms and conditions agreed upon and more particularly captured in the Deed of Lease (as defined hereunder) hereinafter recorded.
- (v) In furtherance to the above, by and under a Deed of Lease dated 31st March, 2021, duly registered in the office of Joint Sub-Registrar, Andheri - 4, under Serial No. BDR-15/4803 of 2021, duly executed by and between the Parent Society, therein referred to as "the Lessor", of the one part and the Society, therein referred to as "the Lessee", of the other part, the Parent Society demised unto the Society all that piece or parcel of leasehold land, admeasuring about 1,015.90 square meters bearing CTS Nos. 356 and 356(1) of Village Kondivita Taluka Vile Parle within the registration Sub-District and District of Mumbai City and Mumbai Suburban and bearing Plot No. 81 ("**Leasehold Land**") together with the Old Building standing thereon and situated at Plot no. 81, JB Nagar, Andheri (East), Mumbai - 400 059, on a leasehold basis for a period of 999 years commencing from the date of membership of the Society, for the consideration and on such other terms, conditions and covenants as more particularly mentioned in the said Deed of Lease dated 31st March, 2021 ("**Deed of Lease**"). The

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Leasehold Land and the Old Building are hereinafter collectively referred to as the **"Leasehold Property"**. The Leasehold Property is more particularly described in the **Second Schedule** hereunder written.

- (vi) In view of the above, the Parent Society allotted to the Society 10 shares of Rs. 50/- each bearing distinctive Nos. 897 to 906 (both inclusive) contained under Share Certificate no. 355.
- (vii) Under the circumstances aforesaid, subject to the respective rights of the Members, the Society is the lessee of the Leasehold Land and as such lessee (subject to the rights of the Members) absolutely seized and possessed of, and/or otherwise well and sufficiently entitled to the Leasehold Property.
- (viii) The Property Registered Card in respect of the Leasehold Property stands in the name of the Society.

5. Sometime prior to July, 2021, the Society applied to the Parent Society its No objection in the matter of redevelopment of the Leasehold Property. The Parent Society had by its letter dated 16th July, 2021 (Raj/167/2021-22) granted to the Society its no objection, inter alia, in the matter of redevelopment of the Leasehold Property upto FSI 1:1. Further, the Society had also applied to the Parent Society for NOC in the matter of loading of Transferable Development Rights ("**TDR**") and compensatory fungible FSI, which said application had also been granted by the Parent Society by its letter dated 12th January, 2022.

6. By and under a Development Agreement dated 15th December, 2021, duly registered with the office of Joint Sub-Registrar, Andheri - 6 (MSD), under Sr. No. BDR-17/193/2022 on 10th January, 2022, duly entered into by and between the Society, therein also referred to as "the Society", of the first part, the Members, therein also collectively referred to as "the Members", of the second part and our clients, therein referred to as "the Developers", of the third part, the Society with the consent and concurrence of the Members granted to our clients development rights in respect of the Leasehold Property, at and for the price and consideration and on the terms and conditions as more particularly mentioned in the said Development Agreement dated 15th December, 2021. Simultaneously with the execution of the Development Agreement, the Society by and under a Power of Attorney dated 7th January, 2022,

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duly registered with the office of Joint Sub-Registrar, Andheri - 6 (MSD), under Sr. No. BDR-17/197/2022 on 10th January, 2022, granted to our clients various powers and authorities, inter alia, in the matter of redevelopment of the Leasehold Property as more particularly mentioned in the said Power of Attorney dated 15th December, 2021.

7. As per the instructions of our clients, we have published Public Notices in Mumbai Samachar and Free Press Journal in its respective issues, dated 25th December, 2021 and 27th December, 2021, calling for the claims, if any, in respect of the Leasehold Property from the General Members of Public, however, we have not received any claim from anybody in pursuance of the aforesaid Public Notices in respect of the Leasehold Property.

8. We have also caused searches to be taken by our Search Clerk viz. Mr. Sandeep Pawar, Mumbai and obtained Search Report dated 19th January, 2022. As per the said Search Report dated 19th January, 2022, the Leasehold Property is standing in the name of our clients.

9. Under the circumstances aforesaid, we are of the opinion that subject to the above, title of the Society in respect of the Leasehold Property is free from all encumbrances and reasonable doubts.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of lands bearing (i) Survey No. 38, Hissa Nos. 1 to 5, (ii) Survey No. 40, (iii) Survey No. 41, Hissa Nos. 1, 3 and 4, (iv) Survey No. 42, Hissa No. 2, (v) Survey No. 43, Hissa No. 2, (vi) Survey No. 58A, Hissa No. 1, 2A and 2C, (vii) Survey No. 59, Hissa Nos. 1 to 4, (viii) Survey No. 60, Hissa Nos. 2 and 3 and (ix) Survey No. 61A, Hissa No. 1, lying, being and situate at Village Kondivita, Taluka South Salsettee (Andheri), on the South Side of Andheri Kurla Road (Sir M. V. Road), in the Registration District of Mumbai Suburban District

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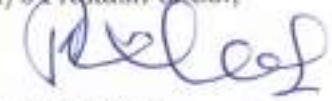
THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcel of land admeasuring about 1015.90 square meters bearing CTS Nos. 356 and 356(1) of Village Kondivita Taluka Vile Parle within the registration Sub-District and District of Mumbai city and Mumbai Suburban and bearing plot no. 81 together with a residential building standing thereon comprising of ground plus two upper floors and consisting of 33 residential flats and situated at Plot no. 81, JB Nagar, Andheri (East), Mumbai - 400 059 and bounded as follows:

On or towards East :	Parijat Co-op. Hsg. Soc. Ltd.
On or towards West :	Shriniwas Chawl
On or towards North :	Shanti Bharti Co-op. Hsg. Soc. Ltd.
On or towards South :	9.15 mtrs. wide V.S. Nagar Road

Dated this 25th day of May, 2022

Yours faithfully,
For M/s Prakash & Co.,



Proprietor