

SFA/P/706**TITLE CERTIFICATE**

1. Snehal Tower Co-operative Housing Society Ltd., a registered society having its present address at c/o Mr. M.K. Janardhan, B-703, Leo Apartment, Jankalyan Nagar, Malad-west, Mumbai - 400 095, have requested us to investigate, verify and certify their title to the property more particularly described in the Schedule hereunder written.
2. **Photocopies of the following documents of title are handed over to us by said society for verification of its title:**
 - i. Will dated 20th October, 1972 of David Gomes
 - ii. Probate dated 31st March, 1986 of WILL of Late Anna Monics.
 - iii. Agreement dated 8th April, 1978 between Wilton Julius Gomes and Joseph Benjamin Gomes as Vendors and Jugal Mohan Yagnik of Kusm Construction Company as Purchaser alongwith General Power of Attorney dated 7th April, 1979;
 - iv. ULC exemption and Order
 - v. NA order passed by Sub-Divisional officer, Bombay Suburban District
 - vi. Registered Undertaking dated March-1979 executed by Jugal Yagnik as Power of Attorney Holder of Wilton Julius Gomes & Ors. In respect to sanctioned Layout
 - vii. Package Deal Agreement between Dr. Jugal Mohan Yagnik of M/s. Kusum Construction Company dated 27-02-1992.
 - viii. Certificate and Report on Title issued by M.V. Kini & Co., Advocates & Solicitors, regarding title of (1) Wilton Julius and (2) Joseph Benjameen Gomes, and Jugal Mohan Yagnik of Kusum Construction Company, dated 26-09-1992.

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- ix. Supplementary Agreement made between Kusum Construction Company and Dr. Jugal Mohan Yagnik dated 26-06-1997.
- x. Deed of Conveyance dated 31st July, 1997 and lodged for registration with the Sub-Registrar of Assurances Andheri, Mumbai Suburban District under serial No. BDR/1/2433/97
- xi. Agreement of Construction between Snehal Tower Co-operative Housing Society Ltd., and Mrs. Sarita V. Jadhav of M/s. Minal Construction dated 17-06-2001.
- xii. Indenture of Cancellation between Dr. Jugal Mohan Yagnik of M/s. Kusum Construction Company - Builder, Mrs. S. Mahadevam and Vishnu Ganpat Jadhav-Confirming Parties and Snehal Tower Co-operative Housing Society Ltd dated 21-08-2002.
- xiii. Supplementary Agreement between Snehal Tower Co-operative Housing Society Ltd. -the Society and Minal Construction dated 27-08-2002.
- xiv. Copy of Power of Attorney by Snehal Tower Co-operative Housing Society Ltd. in favour of Vishnu Ganpat Jadhav dated 27-08-2002;
- xv. IOD bearing No. B/CE/7861/WS/AK dated 28th March, 1993 and Commencement Certificate dated 26-03-2004 for 'A' wing
- xvi. IOD bearing No. CE/7861/BSII/AKS/A dated 23rd June, 2009 for 'B' wing and also extended the Commencement Certificate for 'B' wing upto 2nd floor on 14th July, 2009;
- xvii. Deed of Partnership between Mrs. Sarita V. Jadhav and Shri Sanjay Jugal Yagnik-First Part and Mohammed Imtiaz Khan and Mohammed Yunus Khan- Second Part dated 24-02-2005.
- xviii. Title Certificate issued by MS. M. Jhaveri, Advocate & Solicitors for M/s. Minal Construction Company in respect of property situated at Kevni Pada, Ambivali village, Andheri (West), Mumbai, of March 2005.
- xix. Agreement of Alternate Accommodation registered with the Sub-Registrar of Andheri, bearing Registration No. BDR-4/06800/2006 made

- between Snehal Tower Co-operative Housing Society Ltd and Dr. Jugal Mohan Yagnik of the Kusum Construction Company dated 05-09-2006.
- xx. Agreement of Alternate Accommodation dated 05-09-2006 registered with the Sub-Registrar of Andheri, bearing Registration No. BDR9/08147/2006 made between Snehal Tower Co-operative Housing Society Ltd, Kusum Construction Company and one Tenant Viz. Keshav Govind Prabhudesai alongwith Letter dated 06-09-2006 addressed by said Society to Keshav Govind Prabhudesai.
- xxi. Title Certificate issued by Subhash Pradhan & Co. Advocates and Solicitors to Snehal Tower Co-operative Housing Society Ltd. dated 23-08-2008
- xxii. Agreement of Sale bearing Registration No. BDRI/01540/2012 BETWEEN Minal Construction Company-Developer-cum-Contractor, Snehal Tower Co-operative Housing Society Ltd.-Society-cum-Confirming Party and Shri Rahul Brijballah Chandak-Purchaser in respect of property situated at Kevni Pada, Ambivali village, Andheri (West), Mumbai dated 09-02-2012.
- xxiii. Registered Undertaking dated 09-03-2010 bearing No. BDR-9/2493/2010 on behalf of the Society in favour of Executive Engineer.
- xxiv. Order of City Survey Officer dated 04-04-2013.
- xxv. NOC by MCGM dated 05-09-2013 for carrying out the work as per the amended plan.
- xxvi. Premium for deficiency of open space and car parking.
- xxvii. Consent terms between Plaintiff and Defendant No.1 in Suit No. 2470 of 2004, Bombay City Civil Court at Dindoshi, dated 17-02-2009.
- xxviii. Memorandum of Consent Terms between Plaintiff and Defendant No. 1 in Suit No. 1078 of 2008, Bombay City Civil Court, along with resolution, January, 2009.
- xxix. Three letters respectively dated 08-08-2014, 11-09-2014 and 28-10-2014 from Subhash Pradhan & Company, Advocates and Solicitors on behalf of

the clients of Snehal Tower Co-operative Housing Society Ltd to Minal Construction Company and its Partners.

- xxx. Development Agreement dated 5-11-2016, by Snehal CHS in favour of M/s Gala Infra Developers, having registration number BDR-4/9778/2016 alongwith registered Power of Attorney dated 5-11-2016 having registration number BDR-4/9779/2016
- xxxi. Deed of Cancellation dated 23rd December, 2019 between Society and M/s Minal Construction Company.
- xxxii. Letter dated 27-12-2019 addressed by society to Mr. Vishnu Ganpat Jadhav

3. We have caused a Public Notice published in the "*Free Press Journal*" - English Daily Newspaper on 29th May, 2019 and "*Navshakti*" - Marathi Daily News Paper on 29th May, 2019 for inviting claims from third parties as against or to the said property or any part thereof. In response to the said Public Notice no person has lodged any claim of whatsoever nature with us till date of the issuance of the Title Certificate.

4. We have caused to take search in respect of below mentioned property in Sub-Registrar of Assurances Offices at Andheri-1 to 7 at Mumbai, Bandra, Khar, Andheri, Jogeshwari, BKC from the year 1940 to 2019 (Last 80 years).

5. **From the above diverse documents and search reports, it appears as follows:-**

- (a) It is found from Search Report that One David Marcus Gomes, was seized and possessed of and well and sufficiently entitled to all that piece or parcel of land situate at Kevni Pada, Village Amboli, Andheri (West), Mumbai bearing Survey No.49A, Hissa No. 8(part) admeasuring **14 Gunthas** or thereabouts (hereinafter referred to as "*said larger plot of land*") under Conveyance Deed dated 30-01-1943 registered with the

Sub-Registrar of Assurances under Sr. No. BND/130/1943 and which is more particularly described in the First Schedule hereunder written;

- (b) Said David Marcus Gomes died at Mumbai on 4th October, 1973 having made and published prior thereto his last Will and Testament dated 20th October, 1972 thereby appointing Wilton Julius Gomes and Joseph Benjamin Gomes as joint Executors of the said will and thus obtained the probate on 18th day of September 1974 from the Hon'ble Court of Judicature at Bombay, in Petition No.252;
- (c) Anna Monica Gomes, widow of the said David Marcus Gomes was seized and possessed of and well and sufficiently entitled to the said larger property under the will of said late David Marcus Gomes.
- (d) Said Anna Monica Gomes died at Bombay on 24th August, 1975 having made published prior thereto her last Will and Testament dated 15th March, 1975 whereby she appointed her two sons viz. Wilton Julius Gomes and Joseph Benjamin Gomes as the joint Executors and thus said Wilton Julius Gomes and Joseph Benjamin Gomes being the executors under the said last Will and Testament of the said late Anna Monica Gomes applied for the Probate of the said last Will and Testament of the said Anna Monica Gomes under Petition No. 263 of 1978 filed in the High Court, Bombay and in pursuance thereof obtained Probate on 31st March, 1986 in respect of the said last Will and Testament of the said Anna Monica Gomes from the Hon'ble High Court, Bombay.
- (e) Accordingly the said Larger Plot of Land vested with Wilton Julius Gomes and Joseph Benjamin Gomes as executors;
- (f) By Agreement dated 8th day of April 1978 made between the said Wilton Julius Gomes as the Sole Executor and Trustee of the said last Will and Testament of the said late David Marcus Gomes and one of the Joint



Executors and trustees of the said last Will and Testament of the said late Anna Monica Gomes, the Joseph Benjamin Gomes the Executors and Trustees of and under the said last Will and Testament of the said late Anna Monica Gomes of the One Part AND M/s. Kusum Construction Company, a Proprietary concern of Jugal Mohan Yagnik (hereinafter referred to as "the said Kusum construction Company") of the Other Part, the said Wilton Julius Gomes and the said Joseph Benjamin Gomes agreed to sell the said larger plot of land to the said Kusum Construction Company and also granted right and authority to develop the same by constructing thereon building or buildings consisting of residential flats and other premises as may be permissible in law in accordance with the building plans as may be duly approved and sanctioned by the Municipal Corporation of Greater Bombay and other concerned authorities for the consideration and on the terms and conditions contained in the said Agreement dated 8th April, 1978. The said Wilton Julius Gomes and the said Joseph Benjamin Gomes in pursuance of the said agreement dated 8th April 1978 delivered possession of the said larger plot of land to the said Kusum Construction Company and also granted Irrevocable General Power Attorney dated 7th April 1979 in favour of the said Jugal Mohan Yagnik with the power and authority to develop the said larger plot of land and to deal with the occupants/tenants on the said larger plot of land for that purpose.

- (g) Pursuant to said Agreement dated 8th April, 1978, said Kusum Construction Company obtained the requisite exemption under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 on 24-01-1979 and also under Order No. C/ULC/S-6(I)/22/625 dated 30th June 1978 under Section 22 of the Urban land (Ceiling and Regulation) act, 1976 for redevelopment of the said larger land.

- (h) In the pursuance of the said Agreement dated 8th April, 1978 and in exercise of the power and authority contained in the said Power of Attorney dated 7th April, 1979 the said Kusum Construction Company started the process of development of the said larger plot of land.
- (i) The said Kusum Construction Company prepared and submitted to the MCGM for their approval and sanction a layout of the said larger plot of land sub-dividing the same into six sub-plots and the same was duly approved and sanctioned by MCGM under permission granted by the Executive Engineer, Building Proposals, H & K Ward bearing No. CE/497/LOK-WN dated 24th March, 1979. As a result of the aforesaid layout and sub-division of the said larger plot of land the City Survey Officer No.4-B, Bombay revised City Survey numbers allotted to the sub-divided plots formed as a result of the layout and sub-division of the said larger plot of land and thereupon Sub-Plot No.6 was allotted City Survey Nos. 480A, 480/A-3 to 14, 490 and 375/11;
- (j) The said Sub-Plot No.6 bearing CTS Nos. 480A, 480/A-3 to 14, 490 and 375/11 was in total admeasuring 2683 sq.mtrs. which is more particularly described in the Second Schedule hereunder written;
- (k) Said Kusum Construction developed the said larger property as per the sanctioned layout and building plans except revised allotted CTS Nos. 480/A-3 to 14, 490 and 375/11 admeasuring 2076.60 sq. mtrs forming part of sub-plot No.6 as described in the Second Schedule hereunder written;
- (l) The said Joseph Benjamin Gomes died intestate on 7th December 1992 leaving him surviving the said Jardine Aloysius Gomes, Mrs. Pushpa J. Gomes, Leon H. Gomes, Miss Givenita A. Gomes, Jenette Gertrude Gomes, Miss Nevelle Gomes (hereinafter referred to as "*the said Owners*") as his



only heirs and legal representatives in accordance with the law of intestate succession by which he was governed at the time of his death;

- (m) The said Mr. Wilton Julius Gomes(one of the executor) died intestate as a bachelor leaving behind him the said Owners as his only heirs and legal representatives according to the law of intestate succession by which he was governed at the time of his death. Even another executor said Mr. Joseph Benjamine Gomes also expired on 07-12-1992 leaving behind him the said Owners as his only heirs and legal representatives according to the law of intestate succession by which he was governed at the time of his death. Upon the death of the said Joseph Benjamin Gomes and the said Wilton Julius Gomes the said larger plot of land vested with the said owners;
- (n) By virtue of the aforesaid Agreement of 1978, the said M/s. Kusum Construction Company was also entitled to said larger plot of land.
- (o) Some of the employees of Air India agreed to form the society by the name Snehal Tower Co-op. Hsg. Soc. for the purpose of purchasing flats for the members of the proposed society, wherein Mrs. Mahadeven and Mr. V.G. Jadhav were appointed as promoter for formation of the said society;
- (p) A Package Deal Agreement was entered into on 27-02-1992 between M/s. Kusum Construction Company, a Sole Proprietary concern of Jugal Mohan Yagnik as 'Builders' And Mrs. S. Mahadevan and V.G. Jadhav as the promoters of the proposed Co-op. Reg. Society known Snehal Tower Co-op. Hsg. Soc. Ltd; of the Employees of Air India for the purpose of constructing a building on stilt plus 9 upper floors consisting of 45 residential on the property bearing New C.T.S. Nos. 480A, 480A/3 to 14, 490 (all these C.T.S. Nos. have now been merged in one plot and known as

sub plot No.6) and 375/11, aggregating to an area of 2683 sq. mtrs. i.e. 3192.77 sq.yds which is described in the Second Schedule to the said Agreement and on the terms and conditions therein mentioned. In the said Agreement it was also agreed that said Kusum Construction shall also convey the said sub-plot No.6 in favour of the duly registered society;

- (q) Thereafter the members of the said society registered the said society under the Maharashtra Co-operative Societies Act of 1960 having registration No. BOM/W-K(W)/HSG (TC0/7072/92-93) dated 15-10-1992;
- (r) By and under a Deed of Conveyance dated 14th March, 1997, duly lodged for registration with the Sub-Registrar of Assurance at Bandra, bearing Registration No. BDR-1-844/97 dated 15.03.1997, made and entered into between the Jardine Aloysius Gomes and others, being the owners and the said M/s. Kusum Construction Company, the said owners sold, transferred and conveyed unto the said M/s. Kusum Construction Company the part of the said sub-plot No. 6, which is admeasuring 2076.60 sq.mtrs.] being the portion of the property described in the Second Schedule hereunder written for the consideration and upon the terms and conditions. In lieu of the said Conveyance the said owner also gave registered Power of Attorney dated 14-3-1997 registered under Sr. No. 298/97;
- (s) The part of the said Sub-Plot No. 6 which is admeasuring 2076.60 sq.mtrs. is the subject matter of the present Title Certificate and is more particularly described in the Third Schedule hereunder written. The property described in the Third Schedule hereunder written is hereinafter for brevity called as "*said property*";

- (t) By Supplement Agreement dated 26th June, 1997 made between the said Kusum Construction Company of the One part and Snehal Tower Co-Operative Hsg. Society to the other Part, the said Kusum Construction Company agreed to sell to the said Society and the said Society agreed to purchase from the said Kusum Construction Company the said property at or for the price and on the terms and conditions recorded in the said Agreement dated 26th June 1997. Under the said Agreement dated 26th June 1997 the said Kusum Construction Company inter-alia agreed to construct residential building having 36 flats on the terms and conditions therein contained for the members of the said Society;
- (u) In pursuance of the said Supplement Agreement dated 26th June, 1997, the Deed of Conveyance dated 31st July, 1997 and lodged for registration with the Sub-Registrar of Assurances Andheri, Mumbai Suburban District under serial No. BDR/1/2433/97 on 1st August 1997 was made and executed by and between the said Owners through their Constituted Attorney Shri Jugal Mohan Yagnik therein called "the First Vendors" of the First Part, the said Kusum Construction Company therein called "the Second vendors" and also as "First Confirming Parties" of the Second Part, V.G. Jadhav and Mrs. S. Mahadevan, therein called "the Second Confirming Parties" of the Third part and Snehal Tower Co-operative Hsg. Soc. Ltd. as Purchaser of the Fourth Part, said First and second Vendors conveyed the said property described in the Third Schedule hereunder written to the said Snehal Tower Co-operative Hsg. Soc. Ltd. on the terms and conditions as more particularly stated therein;
- (v) By virtue of the aforesaid Deed of Conveyance dated 31st July, 1997, the said Snehal Tower Co-operative Housing Society Ltd; became absolute owners of the plot of land described in the Third Schedule hereunder written together with all right, title and interest accrued therein and



entitled to develop the said property thereby consuming all the available FSI including the right to load the TDR from the market and as may be sanctioned by the authorities of the Municipal Corporation of Greater Mumbai.

- (w) There was existing one old structure on the portion of the said property and was occupied by monthly tenants. Said Kusum Construction, in lieu of said Package Deal Agreement dated 27-02-1992 obtained the IOD bearing No. B/CE/7861/WS/AK dated 28th March, 1993 from MCGM and also obtained Commencement Certificate dated 26-03-2004 for 'A' wing. The said Commencement Certificate was extended till 6th floor for 'A' wing on 02-09-2005.
- (x) By and under Articles of Agreement dated 17th June, 2001, between the said Snehal Tower Co-operative Housing Society of the First part, and one M/s. Minal Construction, referred as the Contractor of the Other part, the said Society agreed to entrust and the said Contractor agreed to accept the work of construction and development of the said property as more particularly described in the Third Schedule hereunder written. Under the Agreement dated 17th June, 2001, the said contractor agreed to construct a building consisting of 36 self contained residential flats having an aggregate area of 26,000 sq. ft or thereabouts for the residential purpose of the members of the said Society against the calculated price of Rs.840/- per sq. ft. payable by the Society and in addition to the said term, the said M/s. Minal Construction Company, the Contractors hold the right to put up on the said Society building further construction in addition to the said minimum construction of 26,000 sq. ft by way of use of balance FSI at present or which may be available in future and as by way of Transferable Development Rights that shall be eligible for construction on the said property/ the said Society and in pursuance of the said Agreement dated



17th June, 2001, the said M/s. Minal Construction Company hold the right to sell on what is known as "Ownership Basis" all residential tenements in the said additional construction to the persons interested in acquiring the same and to directly receive and collect from them the price thereof which shall belong absolutely to the said M/s. Minal Construction Company the Contractors, by executing the ownership Agreements for Sale and the Society has agreed to be the confirming party and as such a signatory to all such ownership Agreements. Said Minal Construction also agreed to get the said Package Deal Agreement dated 27-2-1992 be cancelled and terminated at their own cost and expense. Said Minal Construction also agreed to obtain the original of said Deed of Conveyance dated 31-07-1997 of society, from the Registration office;

- (y) In pursuance of the said Agreement dated 17th June, 2001, the said M/s. Minal Construction, prepared and submitted the plans for development of the said property and got the said plan sanctioned for construction of a building having residential premises and obtained IOD bearing CE/7861/WS/AK dated 28th March, 2003 and CC bearing No. CE/7861/BSII/AK dated 26th March, 2004;
- (z) In the pursuance of the above said Agreement dated 17th June, 2001, the said M/s. Minal Construction were put in possession of said property and thus commenced the construction work of the proposed building comprising residential flats and/or premises therein and named as "Snehal Tower";
- (aa) By Indenture of Cancellation dated 21st August, 2002 executed between M/s Kusum Construction Company as Builder being the Party of the First Part, The promoter of said society as Confirming Parties of the Second Part and the said Society as Purchaser of the Third Part, said M/s Kusum

Construction Company agreed to cancel the said Package Deal Agreement dated 27-02-1992 and said Supplement Agreement dated 26-06-1997, subject to terms of payment as more particularly mentioned in said Indenture of Cancellation dated 21st August, 2002;

- (bb) Vide Supplement Agreement dated 27th August, 2002, executed between M/s Minal Construction and the said Society some of the terms of the Agreement dated 17th June, 2001 were modified as more particularly stated therein. The said Society also executed Power of Attorney dated 27-08-2002, in favour of Mr. Vishnu Jadhav in respect of construction on said Property;
- (cc) M/s U.M. Jhaveri, the Advocate and Solicitor, by their Title Certificate dated 28-03-2005, duly certified the title of said society and also right of Minal Construction as Developer Cum Contractor of the said Property;
- (dd) The part Occupation certificate dated 18th April, 2006 was received in respect to Ground plus four upper floors of A-wing;
- (ee) Subhash Pradhan & Company, Advocates & Solicitor, vide its certificate dated 23rd August, 2008 duly verified the title of the said society in respect to said property as clear and marketable and free from encumbrances;
- (ff) MCGM issued another IOD bearing No. CE/7861/BSII/AKS/A dated 23rd June, 2009 for 'B' wing and also extended the Commencement Certificate for 'B' wing upto 2nd floor on 14th July, 2009;
- (gg) The said society executed registered undertaking dated 9th March, 2010 bearing registration no. BDR-9/2493/2010 in favor of Executive Engineer, MCGM for submission of PR Card in words and figure in the name of said Society;



- (hh) The said Society made an Application dated 30-06-2012 to transfer the property card in its name with the City Survey Officer-Andheri, wherein the Jugal Mohan Yagnik of Kusum Construction through its Advocate Divya Shah & Co. filed its objection on the ground that the property which is conveyed under Conveyance Deed is dated 31-07-1997 to the said Society is admeasuring 2076.60 sq.mtrs. out of the sub-plot No. 6 admeasuring 2683.80 sq.mtrs. The balance area of 607.20 sq.mtrs. belongs to said M/s Kusm Construction and hence the same is required to be sub-divided from the said Sub-Plot No.6. The said society also confirmed that the area which is conveyed to said society is 2076.60 sq.mtrs.. the City Survey Officer-Andheri after hearing both the parties vide its order dated 04-04-2013, duly held that the name of said Society to be entered into revenue records for an area of 2076.60 sq.mtrs. out of the total area of 2683.8 sq.mtrs. of Sub-Plot No.6. Accordingly the name of the society is also entered in the Property register card for an area of 2076.60 sq.mtrs. in respect to CTS No. 375/11, 480A, 480A/3 to 14, 490 of village Ambivali out of the total plot of Sub-Plot No.6 which is admeasuring 2683.8 sq.mtrs.;
- (ii) MCGM issued NOC dated 5th September, 2013 (in regard to file no. CE/7861/BSII/AK) to Ashim Khatri a Licensed Surveyor, thereby giving its No Objection to carry out work as per amended plans submitted vide letter dated 18-07-2013 and subject to other terms and conditions as stated therein;
- (jj) Since said Minal construction could not complete the construction of the society building within the said period and as well as the time extended from time to time, the said Society in Special General Body Meeting dated 15-06-2014 have duly terminated and cancelled the said Agreement of Construction dated 17-06-2001 and further Supplementary Agreement

dated 27-08-2002 executed between the said Society and said Minal Construction. The notice of termination was given by the said Society through its Advocate and Solicitor's letter dated 08-08-2014. Vide the said notice, it was also informed to said Minal Construction that General Power of Attorney dated 27-08-2002 also duly stands revoked in lieu of the termination of the Construction Agreement.

- (kk) In spite of sending a termination notice dated 08-08-2014, the partners of said Minal Construction failed to remove themselves along with their Architects, consultants, employees etc., and their Articles lying on the said property, therefore the Advocate and Solicitor of the said society vide its notice dated 11-09-2014 and reminder notice dated 28-10-2014, inter alia called upon to said Minal Construction and its partners to remove themselves along with their Architects, consultants, employees etc., from the said property and also requested to hand over the original of the plans and specifications and all permissions as particularly stated therein. It was also called upon to furnish the details of the Agreement made with the Tenants of the said Property, Property Register Card, Index-II and all other documents relating to the said property and Construction of Building thereon.
- (ll) The said Society thereafter appointed New Developer and entrusted the Development rights of the said Property to said New Developer viz. M/s Gala Infra Developers vide Development Agreement dated 05-11-2006, duly registered with the Sub-Registrar of assurances Andheri-1, at Sr. No. BDR-4/9778/2016 on the terms and conditions as more particularly stated therein and also executed Power of Attorney for Development of the Property dated 5-11-2016 having registration number BDR-4/9779/2016 in favour of the partners of said M/s Gala Infra Developers;



- (mm) Said society and said Minal Construction Company executed and notarized Deed of Cancellation dated 23rd December, 2019, whereby said Minal Construction Company has inter alia duly confirmed the termination and cancellation of Agreement dated 17-06-2001 and Supplementary Agreement dated 27-08-2002 and also duly confirmed the termination of the Power of Attorney dated 27-08-2002 given by the said society in favour of Mr. Vishnu Jadhav.
- (nn) The said society also wrote letter dated 27-12-2019 to said Mr. Vishnu Jadhav, thereby informing about the revocation of the said Power of Attorney dated 27-08-2002 and said Vishnu Jadhav also confirmed the same by acknowledging on the said letter dated 27-12-2019.
- (oo) Therefore the contract of construction entrusted to Minal Construction Company also duly stands terminated as confirmed vide Deed of Cancellation dated 23rd December, 2019
- (pp) **Litigations:**
- (i) L.C. Suit No. 1179 of 2010 was filed by Jugal Yagnik of Kusum Construction against the MCGM and said society, however the same is dismissed on 29-06-2017 as the Plaintiff failed to remain present.
- (ii) L.C. Suit No. 2470 of 2004 was filed by one Oasis CHS LTD. against the society, Jugal Yagnik and MCGM for Right of way which was settled by both the society by filing Consent terms dated 17-02-2009 whereby the said society inter alia agreed to demarcate on plan the 6.5 meter wide internal access road from 40 ft. D.P. Road, and to remain the same open for all time;

- (iii) L.C. Suit No. 1078 of 2008 was filed by one Shalom CHS LTD. against the society, Jugal Yagnik and MCGM for Right of way which was settled by both the society by filing Memorandum of Settlement dated January 2009 whereby the said society inter alia agreed to demarcate on plan the 6.5 meter wide internal access road from 40 ft. D.P. Road and on other terms as stated therein;
- (iv) It is represented to us that there are no litigations are pending in any court or before any authorities in respect to said property against the sad society.

qq. **Search report**

Search report shows that there are various flat documents executed by Minal Construction as Developer wherein Kusum Construction is named as confirming party.

- rr. It is represented to us that Minal Construction proposed one building having two wings being A-wing and B-wing. As per the understanding between the said society and said Minal Construction, A-wing was to be constructed for accommodating 7 tenants and thereafter said Minal Construction was required to construct B-wing for the members of the society and after accommodating the members in B-wing, said Minal Construction was entitled to additional construction area which would have been made available in the proposed construction on the said property. However said Minal Construction constructed A-wing having ground plus six upper floors having 21 flats. Said Minal Construction handed over the 7 flats to tenants in A-wing, out of which One Flat in 'A'-wing being Flat No. A-403 has been given by Minal Construction to Tenant Viz. Mr. Keshav G. Prabhudesai on temporary basis. As per the Agreement of Permanent Alternate Accommodation dated 5th September, 2006, the

- said Tenant Viz. Mr. Keshav G. Prabhudesai, has been allotted the Flat in B-wing being Flat No. 506, admeasuring 450 sq.ft. Carpet area. Once the said Flat No. B-506 is ready, the said Tenant has to shift to said Flat No. B-506 having an area of 450 sq.ft. carpet area and has to handover the possession of said Flat No. A-403, to the said Society as mentioned in letter dated 06-09-2006. Instead of completing B-wing and handing over the flats to the members of the said society, said Minal Construction sold the balance 14 flat of A-wing to the purchaser. Occupation Certificate has been received for A-wing is upto 4th floor. It is also further represented to us that as far as B-wing is concerned, the erstwhile developer/contractor has constructed structure upto 4th floor only and the same is lying as it is. The construction of the said building is stopped since 2010.
- ss. 2-Flats in B-wing have been also sold by Minal Construction and one flat has been surrendered by one of the member to said Minal Construction and which has been also sold by Minal construction.
- tt. Hence as on date there are 35 members of the said society.
- uu. Now the said Society has appointed M/s Gala Infra Developers as a Developer for the development of the said Property and has executed Development Agreement dated 05-11-2016, with the said M/s Gala Infra Developers and also executed Power of Attorney in favour of the partners of said M/s Gala Infra Developers. The said Development Agreement dated 05-11-2016 and Power of Attorney dated 5-11-2016 is valid and subsisting and is not terminated by society till date.
6. In the view of above facts and circumstances and subject to what is stated above and on the basis of representations and statements made by Mr. Janardhan K. (Chairman) and Mr. Gopinath P. (Secretary) on behalf of Snehal Tower CHS. LTD., in Declaration executed by them and subject to documents described

hereinabove viz. Search Report, various orders passed in the aforesaid litigations and other described diverse deeds and documents furnished to us, we are in the opinion that subject to all the aforesaid submissions, Snehal Tower CHS. LTD. is well and sufficiently entitled to the said property being Plot of land admeasuring 2076.60 Sq.Mtrs., as described in the Third Schedule hereunder written and subject to what is stated hereinabove title of the said society in respect to said property is clear and marketable and free from encumbrances subject to rights of M/s Gala Infra Developers to develop the said property as per the terms and conditions as mentioned in the Development Agreement dated 05-11-2016.

FIRST SCHEDULE OF THE LAND REFERRED ABOVE:

(Said Larger Plot of Land)

FIRSTLY:

All that piece or parcel of land lying and situated at Kevnipada-Ambivali Village, Taluka Andheri (West) Mumbai with the 'K' West Ward limit of Municipal Corporation of Greater Mumbai formerly bearing Survey No.49A Hissa No.8(part) adm. 14 Guntha or thereabouts.

SECONDLY:

All that piece or parcel of land lying and situate at Village Kevnipada-Ambivali Village, Taluka Andheri (West) Mumbai within the K-W Ward of Greater Mumbai Municipal Corporation formerly bearing Survey No. 49A Hissa No. 2 bearing CTS No. 480 admeasuring 4596 sq.Mts. or thereabout.

SECOND SCHEDULE OF THE LAND REFERRED ABOVE:

(Said Sub-Plot No. 6)

All that piece or parcel of land admeasuring 2683 sq.Mtrs. lying and situate at Kevnipada-Ambivali Village, Taluka Andheri (West) Mumbai within the

limits of K-W Ward of Greater Mumbai Municipal Corporation of Greater Bombay and bearing Sub-Plot No.6 revised City Survey No. 480A/480A-3 to 14, 490 & 375/11 out of the land described in the First Schedule hereinabove and bounded as follows:

ON OR TOWARDS EAST : By Property bearing CTS No. 491

ON OR TOWARDS WEST : By Property bearing CTS No. 375/10

ON OR TOWARDS SOUTH : By Property bearing CTS No. 481

ON OR TOWARDS NORTH : By Property bearing CTS No. 489

THIRD SCHEDULE OF THE LAND REFERRED ABOVE:

(Said Property)

Plot of Land admeasuring 2076.60 Sq.Mtrs., being part of the Sub-Plot No.6 revised City Survey No. 480A/480A-3 to 14, 490 & 375/11 i.e. Portion of the property out of the land described in the Second Schedule herein above written.

Dated this 10th Day of January, 2020

Yours faithfully,
For M/s. Shah & Furia Associates


Partner
Advocate & Solicitor