

# Monesh R. Sharma

B.Com. LLB.

ADVOCATE, HIGH COURT MUMBAI

H.C.O.S. Reg. No. 7129

OFFICE : Flat No. 4, 1st Floor, Moti Baug, Rani Sati Marg, Malad (East), Mumbai - 400 097.

CORRESPONDENCE ADD.: 102/A, Ginni Apartments, Rani Sati Marg, Malad (East), Mumbai - 400 097.

FORMAT – A  
(Circular No.: -28/2021)

To,

**The Maharashtra Real Estate Regulatory Authority (MahaRERA)**

Housing Bhavan, Plot No.C-21,  
E-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai-400051.

## LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to Property bearing Survey No.264, Hissa No.1/2 and C.T.S No.698-B, situated at General A.K. Vaidya Marg, Malad East, Mumbai-400 097, Mumbai Suburban District (;hereinafter referred as 'the said Plot) together with the Building then having "A" wing, Ground plus 07 (Seven) Upper Floors & "B", "C", "D" Wing ground plus 06 (Six) Upper Floors Building /s then standing thereon (prior to demolition), consisting of 55 Premises ", situated at General A.K. Vaidya Marg, Malad East, Mumbai-400 097, assessed by B.M.C. (said Building) (the said land and the said Building together referred as "**The said Property**").

I have investigated the Title of the said Plot on the request of MESSERS D.G.S TOWNSHIP PRIVATE LIMITED (Developers) represented by its Authorized Director namely Mr.Surajdev Dudhnath Shukla & as per the documents/ informations placed before me & brought to my knowledge, notice and informations, the following events and facts have emerged viz:



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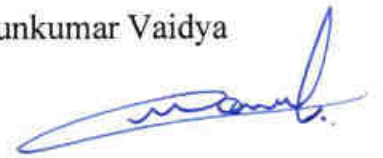
CORRESPONDENCE ADD.: 102/A, Ginni Apartments, Rani Sati Marg, Malad (East), Mumbai - 400 097.

## **1) Description of the Property:**

All that Piece & Parcel of Land admeasuring 2859.10 square meters or thereabout -s (minus 382.6 square meters of road set back affected area), bearing C.T.S. No. 698-B, of Village:Malad, Taluka:Borivali, Mumbai Suburban District, situated at Goregaon-Mulund Link Road (alias) General Arun Kumar Vaidya Marg, Malad East, Mumbai-400 097, together with the Building having "A" wing, Ground plus 07 (Seven) Upper Floors & "B", "C", "D" Wing ground plus 06 (Six) Upper Floors Building/s standing thereon, consisting of 55 Flats/Premises located therein (prior to demolition for contemplated Re-development) known as "**L.R PLAZA CHS**" at Goregaon-Mulund Link Road (alias) General Arun Kumar Vaidya Marg, Malad East, Mumbai-400 097, in the Mumbai Suburban and within the Registration District & Sub-District of Mumbai City and Mumbai Suburban.

## **2) The Document/s of Ownership of the said Plot: –**

(i) That originally One Mr.Janglya Shanvar (alias Shinvar) Khanjode (Original Owner) was the Owner of and absolutely seized and possessed of all that piece and parcels of land bearing Survey No.264, Hissa No.01 (new sub-divided into two parts bearing Hissa No.1/1 and Hissa No.1/2) admeasuring 35 gunthas (out of which the said Hissa 1/2 admeasures 32 gunthas equivalent to 3237.4 square meters or thereabouts and the said Hissa No.1/1 admeasures 3 gunthas equivalent to 303.6 square meters or thereabouts, which now corresponds to CTS No.698-A and 698-B of Revenue Village:Malad, Taluka:Borivali, situate, lying & being at Goregaon Mulund Link Road (alias) General Arunkumar Vaidya



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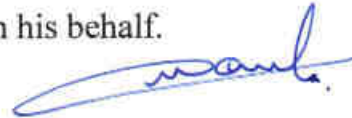
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Marg, Malad (East), Mumbai-400 097, within the Registration District and Sub-district of City of Mumbai and Mumbai Suburban.

(ii) The said Original Owner died intestate several years back leaving behind him (1) Smt. Ladkibai Janglya Khanjode (wife); (2) Mr. Raghunath Janglya Khanjode (son); (3) Mr. Kanhu Janglya Khanjode (son); (4) Mr. Bapu Janglya Khanjode (son); (5) Mr. Shanwar Janglya Khanjode (son); (6) Miss Yamuna Janglya Khanjode (daughter); (7) Mrs. Dharmi Laxman (daughter) (8) Ms. Ratna Janglya Khanjode (daughter) and (8) Ms. Devka Janglya Khanjode (daughter) being minor, as his legal heirs and representatives (hereinafter referred to as the **"Legal Heirs"**) as per the Hindu Succession Act, 1956, who then became entitled to the Larger Land.

(iii) During the lifetime of the Original Owner, he had granted tenancy to one Mr. Vishnu Kashid in respect of the aforesaid Larger Land and as such Mr. Vishnu Kashid was in possession of the Larger Land during all material times since the date of its tenancy, which was created by Original Owner in favour of Mr. Vishnu Kashid. Thereafter, Mr. Vishnu Kashid had by writing in that behalf authorized his son Kashinath Vishnu Kashid (hereinafter referred to as **"Kashids"**) to deal with the Larger Land in all respects on his behalf.



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(iv) The Legal Heirs and the Kashids were sufficiently entitled to the Larger Land and the Kashids were seized and possessed of the Larger Land. By virtue of Agreement for Sale dated:31<sup>st</sup> March, 1982, which was executed between Legal Heirs & Kashids, as Vendors therein and M/s Vivek Builders, as Purchasers therein (hereinafter referred to as the "**Original Developers**"), the Legal Heirs and Kashids thereby agreed to sell to the Original Developers, the Larger Land for the consideration and upon the terms and conditions as prescribed therein.

(v) Pursuant to the above, the Legal Heirs also executed an irrevocable general Power of Attorney dated:1<sup>st</sup> April, 1982 in favour of Mr. Pawankumar L. Jain being one of the partner of Original Developers and thereafter, also executed a further Power of Attorney dated 3<sup>rd</sup> February, 1984 in favour of Mr. Pawankumar L. Jain and authorized him for and on their behalf to exercise various acts, deeds and powers for various purposes and also pertaining to the Larger Land or its development and/or construction thereon etc.

(vi) Thereafter, the Original Developer as the constituted attorney of the Legal Heirs filed a statement under section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976, ("**ULC**") before the competent authority, Bombay Agglomeration, in respect of inter alia of the Larger Land and the said Competent Authority by its order bearing no. C/ULC/6(I)/SR-XIV-351-501, SR-XX-9,10,11, 12,13,14 dated 15<sup>th</sup> July, 1987 granted free N.O.C to the extent of 1500 square meters (out of the Larger Land) as the land allowed (as being within the ceiling limits) to be held by the Legal Heirs under the provisions of the said Act and also exempted



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382.6 square meters of land (covered by the Larger Land) as affected by the development plan road. The other land admeasuring 1354 square meters or so (out of the Larger Land) was declared as surplus and as land liable to be dealt with under the provisions of the said Act. Thereafter pursuant to the further application made by the said constituted attorney of the Legal Heirs, the Government of Maharashtra vide N.O.C No. BOM-1087/1392//260 XII dated 13<sup>th</sup> January, 1988, granted another N.O.C under section 20 of the Act, in respect of the said 1354.7 square meters of surplus vacant land as held to be so ( under the said earlier order under section 8(4) of the said Act) under the provisions of Section 20 of the Act and thereby allowing the said 1354.7 square meters (out of the Larger Land) to be exempted and for being developed and constructed thereon subject to various terms, stipulations and/or requisites set out in the said N.O.C as aforesaid.

(vii) Thus, out of the Larger Land, the Land i.e., the said 1500 square meters of land plus the excess land to the extent of 1354.7 square meters plus permissible F.S.I of road set back affected portion of 382.6 square meters was made available to the said Original Developers for the purpose of the development and /or construction thereon.

(viii) Thereafter, the Original Developers, as the constituted attorney of the Legal Heirs, applied to the concerned revenue authorities interalia for sale permission in respect of interalia of the Land and the Sub-Divisional Officer, B.S.D Bombay granted the Permission for Sale interalia of the Land in favour of



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Original Developers vide Sale Permission No. DLN/TNC/IV/WS- 106/88, dated 17<sup>th</sup> June, 1988.

(ix) The Original Developers (i.e. the constituted attorney of the Legal Heirs) in view of the first (ULC) N.O.C dated 15<sup>th</sup> July, 1987, firstly applied to the Dy. District Collector, B.S.D Andheri for N.A. permission for residential user in respect of the said 1500 square meters of land (allowed to be retained as per the ceiling limit prescribed under the said U.L.C Act) and the said authority granted N.A. Orders vide ATC-LND-E 1532 dated 6<sup>th</sup> June, 1988 in respect of certain part or portion of the Land only thereby imposing N.A. Assessment at rate of Rs. 12/- (Rupees Twelve) per 100 square meters and said N.A. Order were revised by the Original Developers through the Constituted Attorney of the Legal Heirs and the Proceedings in that behalf were in progress for the development of and construction of the Land.

(x) Thereafter, in view of likely wrongful dispossession of the Larger Land by the Legal Heirs, it was apprehended by the Original Developers that one M/s. Mackwell Corporation and the Legal Heirs may, in collusion, dispossess the Original Developers and therefore the Original Developers filed a suit for the specific performance in the Hon'ble High Court of Judicature at Bombay vide O.O.C.J. Suit No.2354/85 against the Legal Heirs and M/s.Mackwell Corporation and by Notice of Motion taken out therein, sought the order of injunction restraining them from disturbing the possession of the Original Developers in respect of inter alia of the Larger Land (including the Land) and the Hon'ble High



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Court appointed a Commissioner to visit the properties including the Land) (which included the Larger Land & Land being part of Larger Land) & Commissioner on visiting the properties in the said Suit, made a report dated 19<sup>th</sup> September, 1985 to the Hon'ble High Court recording that Original Developers were found to be in possession *inter alia* of the Land and/or Larger Land and as such upon hearing the parties concerned the Hon'ble High Court by its order dated 13<sup>th</sup> December, 1985 made the Notice of Motion of the Original Developers, absolute, in terms therein prayed which included the injunction against the defendants therein (i.e. the Legal Heirs & M/s. Mackwell Corporation) which said suit was still pending for final hearing and disposal.

(xi) However, then, by virtue of an agreement dated 6<sup>th</sup> August, 1988 made and executed by and between M/s Mackwell Corporation and Original Developers, said M/s Mackwell Corporation then had cancelled their agreement in respect of the Larger Land and had permitted Original Developers to develop the Land and put up the construction thereon, as therein provided.

(xii) Pursuant to that, one M/s Ashoka Farming Society then had allegedly claimed to enter into an agreement for sale with the Original Owner *inter alia* in respect of the Larger Land which, further, M/s. Ashoka Farming Society (Vendor therein) had agreed to sell their all right, title, interest and claim in respect of the Larger Land by an Agreement dated: 21<sup>st</sup> December, 1966 to one Mr. Vasumal R. Ahuja (Purchaser therein), for consideration and on the terms & conditions mentioned therein.



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(xiii) Thereafter, by virtue of Agreement for Sale dated:15<sup>th</sup> August, 1988, Mr. Vasumal R. Ahuja also had agreed to sell, convey, transfer, assign and release unto the Original Developers his right, title, interest in the Larger Land, in favour of the Original Developers for the consideration and on the terms and conditions mentioned therein and at the instance of Mr. Vasumal R. Ahuja, M/s. Ashoka Farming Society executed and delivered an Irrevocable General Power of Attorney dated:June 21, 1988 in favour of said Mr. Vasumal R. Ahuja and the Original Developers, thereby conferring various powers and authorities inter alia pertaining to the Larger Land including its development and construction thereon etc.

(xiv) Pursuant to the above, the Original Developers had proposed to develop the Land and as such then had put up the plans for sanction for construction of proposed building on the Property (*vide* building proposal no. CE/5466/BT/WS/AP) to MCGM and the MCGM had sanctioned all building plans vide intimation of disapproval bearing even number and MCGM also issued commencement certificate. Thereafter, the Original Developer started construction of the Buildings and completed the construction of the Buildings consisting of 49 (Forty Nine) flats and 6 (Six) shops, on the land and obtained the OC relating to the Buildings save and except, Wing "C" of the Building. As per ULC order, the Original Developers were required to reserve few flats for ULC, which Original Developer defaulted to do so, hence, OC pertaining to Wing "C" is not granted by the concerned authorities to the Society ("**ULC Issue**"). The said Appointed Developers namely Messers DGS Township Private Limited, under the terms of

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the said Registered Development Agreement dated:08<sup>th</sup> March 2023, have duly undertaken to resolve the issue of NOC and deal with the same as and by way of re-development terms and conditions, as more specifically mentioned therein.

(xv) That vide an Registered Deed of Conveyance dated:02<sup>nd</sup> December, 1989 (Registered vide Serial No.P-11276/1989, in the Office of Sub-Registrar of Assurances), made & executed by & between One Smt. Ladkibai Janglya Khanjode (2) Raghunath Janglya Khanjode (3) Kanhoo (alias) Kanhu Janglya Khanjode, (4) Bapu Janglya Khanjode (5) Shanwar Janglya Khanjode, (6) Yamuna Janglya Khanjode, (7) Smt. Dharmi Laxman, (8) Ratna Janglya Khanjode and (9) Devka Janglya Khanjode as the Vendors and Messers Vivek Builders as the Purchasers therein, wherein the said Vendors thereto duly sold, transferred, conveyed & assigned the said property mentioned therein admeasuring 4552.68 square meters or thereabouts & accordingly the said Purchasers became well seized & possessed off the said Plot (said property) on Ownership basis, as mentioned therein.

(xvi) That the Original Developers then entered into several agreements, under the provision of Maharashtra Ownership Flats Act 1963 ("MOFA Act") with various purchasers for the sale of flats and shops in the Buildings on an ownership basis. The Purchasers formed a housing Society under the name of "L.R. Plaza Co-op. Hsg. Soc. Ltd." which has been registered with the Registrar of Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No.MUM/WP/HSG/(TC)/13790/2006-2007



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dated:28<sup>th</sup> March, 2007.

(xvii) That vide an Registered Deed of Unilateral Conveyance (Deemed Conveyance) dated:11<sup>th</sup> August 2020, (Registered vide Serial No.BRL-9/4643/2020, dated:11-08-2020, in the Office of the Sub-Registrar of Assurances), made & executed by & between One Janglya Shanvar Khanjode & Ors, as the Vendors, therein, One Vishnu Kashid, M/s. Mackwell Corporation, M/s. Ashoka Farming Society, Mr. Vasumal R. Ahuja, Mr. Shivprasad M. Jain, Ms. Lachhiram Jain Foundation Trust managed by Shree 1008 Chandraprabh Digambar Jain Chatalaya Trust as the Confirming Parties therein, Messers Vivek Builders as the Builder therein & Messers L.R. Plaza Co-operative Housing Society Limited, as the Society therein, on the Other Hand, wherein the said Vendors, Confirming Parties & the Builder therein, acting by and through the District Deputy Registrar of Co-operative Societies Mumbai City-4 (Competent Authority) u/s 5A of MOFA Act under and pursuant to the Unilateral Deemed Conveyance Order cum Certificate dated:28-07-2020 as mentioned therein, transferred & assigned the said property mentioned therein, admeasuring 2859.1 square meters or thereabouts & accordingly the said Society namely Messers L.R. Plaza Co-operative Housing Society Limited became well seized & possessed off the said Plot (said property) on Ownership basis, in the manner as recited hereinabove and more particularly mentioned therein.



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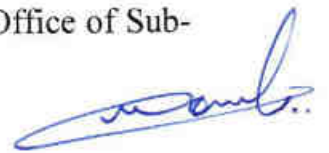
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(xviii) That by a Registered Development Agreement dated:08<sup>th</sup> March, 2023 (Registered vide No.BRL-6/4720/2023, dated:20-03-2023, in the Office of Sub-Registrar of Assurances-Borivali-6, M.S.D., the said Society/Owners therein on the One hand, the said Developers therein as well as herein as the 'Developers' on the Other Hand and the said Existing Society Members, as the 'Existing Members', on the Other Hand, duly executed by and between them, wherein the said Society with the consent & confirmation of the said Society Members therein, granted & assigned the Re-development rights pertaining to the said Plot (said property), to, unto and in favour of the said 'Developers' therein (the said Developers herein), upon the terms & conditions as mentioned therein.

(xix) That by virtue of the Registered Special Power of Attorney dated:08<sup>th</sup> March, 2023, (Registered vide No. BRL-6/4724/2023, dated:08-03-2023, , in the Office of the Sub-Registrar of Assurances-Borivali-6, M.S.D), wherein the said Society granted to & unto the said Authorized Director of the said Developers therein, various powers and authorities, to facilitate the contemplated Re-Development of the said Property, as more particularly mentioned therein. That the said Special Power of Attorney is valid & subsisting & will co-exist concurrently with the aforesaid Re-development rights granted under the said Registered Development Agreement dated:08<sup>th</sup> March, 2023, as stated therein.

(xx) That by a Registered Supplementary Development Agreement dated:25<sup>th</sup> September, 2023 (Registered vide No.BRL-6/20440/2023, in the Office of Sub-



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Registrar of Assurances-Borivali-6, M.S.D., the said Society/Owners therein on the One hand, the said Developers therein as well as herein as the 'Developers' on the Other Hand, interalia whereby the said Parties therein incorporated and supplemented & brought certain Amendments to the said Registered Development Agreement, interalia by annexing relevant documents among insertions of clarity clauses among other terms, as mentioned therein.

3) Property Register Card/s, issued by City Survey Dept. on 02-05-2023; Mutation Entry/ies dated:05-11-2020, read together with the Ferfar Entry bearing No.893, dated:05-11-2020, duly mentions the name of the said Society namely "Messers L.R Plaza Co-operative Housing Society Limited", duly Mutated as the Owners/Holders thereon, pertaining to the said Property admeasuring 2859.10 square meters or thereabouts.

4) Search Report dated:21-07-2018 of 47 years from 1971 till 2018 and Further Search Report dated:10-10-2023 of 06 years from 2018/2019 till 2023.

On the Perusal the abovementioned documents and all relevant documents/papers /writings relating to the Title of the said Property, I am of the opinion that the Title of L.R. Plaza CHS, a Registered Co-operative Housing Society Limited under the provisions Maharashtra Co-operative Housing Societies Act, 1960, as the Owners/Holders of the said Property & the Title of the M/s. D.G.S Township Private Limited as the Appointed Developers of the said Property, is clear,

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marketable & free from any encumbrance without any encumbrance/reasonable doubts, subject to the informations/disclosures mentioned herein.

## 5) Owners of the said Property

Messers L.R. Plaza CHS, a Registered Co-operative Housing Society Limited under MCS Act, 1960, is the Present Lawful Owner of the Society's Plot of Land viz: All that Piece & Parcel of Land admeasuring 2859.10 Square Meters or thereabouts (minus 382.6 square meters of road set back affected area), bearing Survey No.264, Hissa No.1/2 and C.T.S No.698-B, of Village: Malad, Taluka: Borivali, Mumbai Suburban District, together with the Building having "A" wing, Ground plus 07 (Seven) Upper Floors & "B", "C", "D" Wing ground plus 06 (Six) Upper Floors Building/s standing thereon, consisting of 55 Premises, then standing thereon (prior to demolition) known as "L.R. Plaza CHS", situated at Goregaon-Mulund Link Road (alias) General Arun Kumar Vaidya Marg, Malad East, Mumbai-400 097 and assessed by BMC (MCGM).

6) The Report reflecting the Flow of Title of the L.R. Plaza CHS as the Owners of the said Property and entrusting the Re-development Rights to the Appointed Developers namely Messers D.G.S Township Private Limited, is enclosed herewith as the 'Annexure'.



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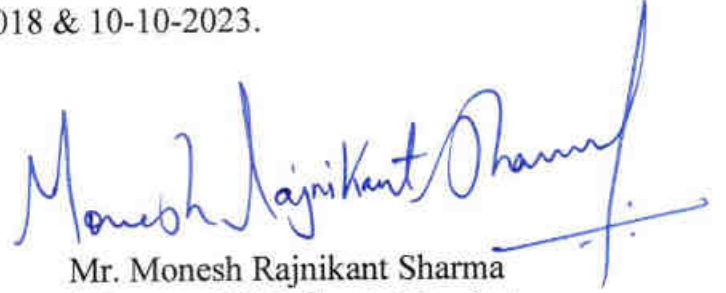
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Encl: Index-II of Registered Deed of Unilateral Conveyance.  
Index-II of Registered Development Agreement  
Index-II of Supp. Development Agreement.  
Property Card bearing C.T.S No.698-B  
& Search Report/s dated:21-07-2018 & 10-10-2023.

Date:22<sup>nd</sup> January, 2024.



Mr. Monesh Rajnikant Sharma  
Advocate, High Court, Mumbai  
BCMG Reg No. MAH/2224/2000



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## **FORMAT – A**

(Circular No.28/2021)

### **FLOW OF THE TITLE OF THE SAID LAND.**

1. Search Report dated: 21-07-2018 and 10-10-2023 of the Search Clerk Shri S.D. Jadhav for 47+06 years i.e. from 1971 to 2023 taken from the Sub-Registrar' Office at Mumbai & in the Office of Talathi of Malad Village at Borivali, Mumbai.

2. That originally One Mr.Janglya Shanvar (alias Shinvar) Khanjode (Original Owner) was the Owner of and absolutely seized and possessed of all that piece and parcels of land bearing Survey No.264, Hissa No.01 (new sub-divided into two parts bearing Hissa No.1/1 and Hissa No.1/2) admeasuring 35 gunthas (out of which the said Hissa 1/2 admeasures 32 gunthas equivalent to 3237.4 square meters or thereabouts and the said Hissa No.1/1 admeasures 3 gunthas equivalent to 303.6 square meters or thereabouts, which now corresponds to CTS No.698-A and 698-B of Revenue Village:Malad, Taluka:Borivali, situate, lying & being at Goregaon Mulund Link Road (alias) General Arunkumar Vaidya Marg, Malad (East), Mumbai-400 097, within the Registration District and Sub-district of City of Mumbai and Mumbai Suburban.

3. The said Original Owner died intestate several years back leaving behind



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him (1) Smt. Ladkibai Janglya Khanjode (wife); (2) Mr. Raghunath Janglya Khanjode (son); (3) Mr. Kanhu Janglya Khanjode (son); (4) Mr. Bapu Janglya Khanjode (son); (5) Mr. Shanwar Janglya Khanjode (son); (6) Miss Yamuna Janglya Khanjode (daughter); (7) Mrs. Dharmi Laxman (daughter) (8) Ms. Ratna Janglya Khanjode (daughter) and (8) Ms. Devka Janglya Khanjode (daughter) being minor, as his legal heirs and representatives (hereinafter referred to as the **"Legal Heirs"**) as per the Hindu Succession Act, 1956, who then became entitled to the Larger Land.

4. During the lifetime of the Original Owner, he had granted tenancy to one Mr. Vishnu Kashid in respect of the aforesaid Larger Land and as such Mr. Vishnu Kashid was in possession of the Larger Land during all material times since the date of its tenancy, which was created by Original Owner in favour of Mr. Vishnu Kashid. Thereafter, Mr. Vishnu Kashid had by writing in that behalf authorized his son Kashinath Vishnu Kashid (hereinafter referred to as **"Kashids"**) to deal with the Larger Land in all respects on his behalf.

5. The Legal Heirs and the Kashids were sufficiently entitled to the Larger Land and the Kashids were seized and possessed of the Larger Land. By virtue of Agreement for Sale dated: 31<sup>st</sup> March, 1982, which was executed between Legal Heirs & Kashids, as Vendors therein and M/s Vivek Builders, as Purchasers therein (hereinafter referred to as the **"Original Developers"**), the Legal Heirs and Kashids thereby agreed to sell to the Original Developers, the Larger Land for the consideration and upon the terms and conditions as prescribed therein.



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6. Pursuant to the above, the Legal Heirs also executed an irrevocable general Power of Attorney dated:1<sup>st</sup> April, 1982 in favour of Mr. Pawankumar L. Jain being one of the partner of Original Developers and thereafter, also executed a further Power of Attorney dated 3<sup>rd</sup> February, 1984 in favour of Mr. Pawankumar L. Jain and authorized him for and on their behalf to exercise various acts, deeds and powers for various purposes and also pertaining to the Larger Land or its development and/or construction thereon etc.

7. Thereafter, the Original Developer as the constituted attorney of the Legal Heirs filed a statement under section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976, ("ULC") before the competent authority, Bombay Agglomeration, in respect of inter alia of the Larger Land and the said Competent Authority by its order bearing no. C/ULC/6(I)/SR-XIV-351-501, SR-XX-9,10,11, 12,13,14 dated 15<sup>th</sup> July, 1987 granted free N.O.C to the extent of 1500 square meters (out of the Larger Land) as the land allowed (as being within the ceiling limits) to be held by the Legal Heirs under the provisions of the said Act and also exempted 382.6 square meters of land (covered by the Larger Land) as affected by the development plan road. The other land admeasuring 1354 square meters or so (out of the Larger Land) was declared as surplus and as land liable to be dealt with under the provisions of the said Act. Thereafter pursuant to the further application made by the said constituted attorney of the Legal Heirs, the Government of Maharashtra vide N.O.C No. BOM-1087/1392//260 XII dated 13<sup>th</sup> January, 1988, granted another N.O.C under section 20 of the Act, in respect

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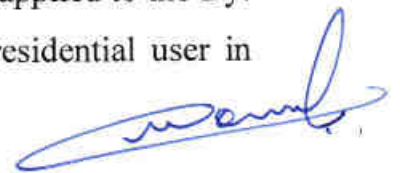
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of the said 1354.7 square meters of surplus vacant land as held to be so ( under the said earlier order under section 8(4) of the said Act) under the provisions of Section 20 of the Act and thereby allowing the said 1354.7 square meters (out of the Larger Land) to be exempted and for being developed and constructed thereon subject to various terms, stipulations and/or requisites set out in the said N.O.C as aforesaid.

8. Thus, out of the Larger Land, the Land i.e., the said 1500 square meters of land plus the excess land to the extent of 1354.7 square meters plus permissible F.S.I of road set back affected portion of 382.6 square meters was made available to the said Original Developers for the purpose of the development and /or construction thereon.

9. Thereafter, the Original Developers, as the constituted attorney of the Legal Heirs, applied to the concerned revenue authorities inter alia for sale permission in respect of inter alia of the Land and the Sub-Divisional Officer, B.S.D Bombay granted the Permission for Sale inter alia of the Land in favour of Original Developers vide Sale Permission No. DLN/TNC/IV/WS- 106/88, dated 17<sup>th</sup> June, 1988.

10. The Original Developers (i.e. the constituted attorney of the Legal Heirs) in view of the first (ULC) N.O.C dated 15<sup>th</sup> July, 1987, firstly applied to the Dy. District Collector, B.S.D Andheri for N.A. permission for residential user in



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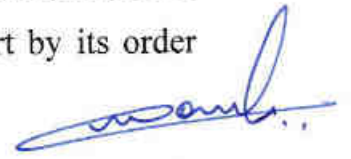
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respect of the said 1500 square meters of land (allowed to be retained as per the ceiling limit prescribed under the said U.L.C Act) and the said authority granted N.A. Orders vide ATC-LND-E 1532 dated 6<sup>th</sup> June, 1988 in respect of certain part or portion of the Land only thereby imposing N.A. Assessment at rate of Rs. 12/- (Rupees Twelve) per 100 square meters and said N.A. Order were revised by the Original Developers through the Constituted Attorney of the Legal Heirs and the Proceedings in that behalf were in progress for the development of and construction of the Land.

11. Thereafter, in view of likely wrongful dispossession of the Larger Land by the Legal Heirs, it was apprehended by the Original Developers that one M/s. Mackwell Corporation and the Legal Heirs may, in collusion, dispossess the Original Developers and therefore the Original Developers filed a suit for the specific performance in the Hon'ble High Court of Judicature at Bombay vide O.O.C.J. Suit No.2354/85 against the Legal Heirs and M/s.Mackwell Corporation and by Notice of Motion taken out therein, sought the order of injunction restraining them from disturbing the possession of the Original Developers in respect of inter alia of the Larger Land (including the Land) and the Hon'ble High Court appointed a Commissioner to visit the properties including the Land) (which included the Larger Land & Land being part of Larger Land) & Commissioner on visiting the properties in the said Suit, made a report dated 19<sup>th</sup> September, 1985 to the Hon'ble High Court recording that Original Developers were found to be in possession *inter alia* of the Land and/or Larger Land and as such upon hearing the parties concerned the Hon'ble High Court by its order



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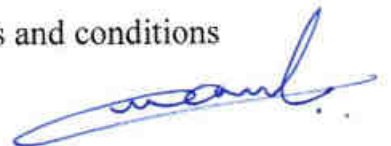
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dated 13<sup>th</sup> December, 1985 made the Notice of Motion of the Original Developers ,absolute, in terms therein prayed which included the injunction against the defendants therein (i.e. the Legal Heirs & M/s. Mackwell Corporation) which said suit was still pending for final hearing and disposal.

12. However, then, by virtue of an agreement dated 6<sup>th</sup> August, 1988 made and executed by and between M/s Mackwell Corporation and Original Developers, said M/s Mackwell Corporation then had cancelled their agreement in respect of the Larger Land and had permitted Original Developers to develop the Land and put up the construction thereon, as therein provided.

13. Pursuant to that, one M/s Ashoka Farming Society then had allegedly claimed to enter into an agreement for sale with the Original Owner *inter alia* in respect of the Larger Land which, further, M/s. Ashoka Farming Society (Vendor therein) had agreed to sell their all right, title, interest and claim in respect of the Larger Land by an Agreement dated:21<sup>st</sup> December, 1966 to one Mr. Vasumal R. Ahuja (Purchaser therein), for consideration and on the terms & conditions mentioned therein.

14. Thereafter, by virtue of Agreement for Sale dated:15<sup>th</sup> August, 1988, Mr. Vasumal R. Ahuja also had agreed to sell, convey, transfer, assign and release unto the Original Developers his right, title , interest in the Larger Land, in favour of the Original Developers for the consideration and on the terms and conditions



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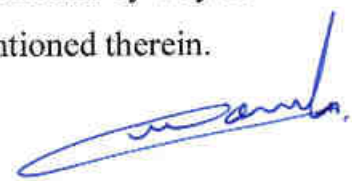
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mentioned therein and at the instance of Mr. Vasumal R. Ahuja, M/s. Ashoka Farming Society executed and delivered an Irrevocable General Power of Attorney dated: June 21, 1988 in favour of said Mr. Vasumal R. Ahuja and the Original Developers, thereby conferring various powers and authorities inter alia pertaining to the Larger Land including its development and construction thereon etc.

15. Pursuant to the above, the Original Developers had proposed to develop the Land and as such then had put up the plans for sanction for construction of proposed building on the Property (*vide* building proposal no. CE/5466/BT/WS/AP) to MCGM and the MCGM had sanctioned all building plans *vide* intimation of disapproval bearing even number and MCGM also issued commencement certificate. Thereafter, the Original Developer started construction of the Buildings and completed the construction of the Buildings consisting of 49 (Forty Nine) flats and 6 (Six) shops, on the land and obtained the OC relating to the Buildings save and except, Wing "C" of the Building. As per ULC order, the Original Developers were required to reserve few flats for ULC, which Original Developer defaulted to do so, hence, OC pertaining to Wing "C" is not granted by the concerned authorities to the Society ("**ULC Issue**"). The said Appointed Developers namely Messers DGS Township Private Limited, under the terms of the said Registered Development Agreement dated: 08<sup>th</sup> March 2023, have duly undertaken to resolve the issue of NOC and deal with the same as and by way of re-development terms and conditions, as more specifically mentioned therein.



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16. That vide an Registered Deed of Conveyance dated:02<sup>nd</sup> December, 1989 (Registered vide Serial No.P-11276/1989, in the Office of Sub-Registrar of Assurances), made & executed by & between One Smt. Ladkibai Janglya Khanjode (2) Raghunath Janglya Khanjode (3) Kanhoo (alias) Kanhu Janglya Khanjode, (4) Bapu Janglya Khanjode (5) Shanwar Janglya Khanjode, (6) Yamuna Janglya Khanjode, (7) Smt. Dharmi Laxman, (8) Ratna Janglya Khanjode and (9) Devka Janglya Khanjode as the Vendors and Messers Vivek Builders as the Purchasers therein, wherein the said Vendors thereto duly sold, transferred, conveyed & assigned the said property mentioned therein admeasuring 4552.68 square meters or thereabouts & accordingly the said Purchasers became well seized & possessed off the said Plot (said property) on Ownership basis, as mentioned therein.

17. That the Original Developers then entered into several agreements, under the provision of Maharashtra Ownership Flats Act 1963 (“MOFA Act”) with various purchasers for the sale of flats and shops in the Buildings on an ownership basis. The Purchasers formed a housing Society under the name of “L.R. Plaza Co-op. Hsg. Soc. Ltd.” which has been registered with the Registrar of Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No.MUM/WP/HSG/(TC)/13790/2006-2007 dated:28<sup>th</sup> March, 2007.

18. That vide an Registered Deed of Unilateral Conveyance (Deemed Conveyance) dated:11<sup>th</sup> August 2020, (Registered vide Serial No.BRL-9/4643/2020,



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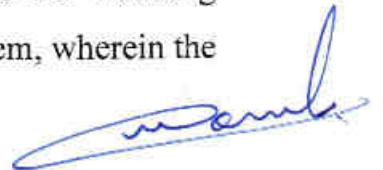
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dated:11-08-2020, in the Office of the Sub-Registrar of Assurances), made & executed by & between One Janglya Shanvar Khanjode & Ors, as the Vendors, therein, One Vishnu Kashid, M/s. Mackwell Corporation, M/s. Ashoka Farming Society, Mr. Vasumal R. Ahuja, Mr. Shivprasad M. Jain, Ms. Lachhiram Jain Foundation Trust managed by Shree 1008 Chandraprabh Digambar Jain Chatalaya Trust as the Confirming Parties therein, Messers Vivek Builders as the Builder therein & Messers L.R. Plaza Co-operative Housing Society Limited, as the Society therein, on the Other Hand, wherein the said Vendors, Confirming Parties & the Builder therein, acting by and through the District Deputy Registrar of Co-operative Societies Mumbai City-4 (Competent Authority) u/s 5A of MOFA Act under and pursuant to the Unilateral Deemed Conveyance Order cum Certificate dated:28-07-2020 as mentioned therein, transferred & assigned the said property mentioned therein, admeasuring 2859.1 square meters or thereabouts & accordingly the said Society namely Messers L.R. Plaza Co-operative Housing Society Limited became well seized & possessed off the said Plot (said property) on Ownership basis, in the manner as recited hereinabove and more particularly mentioned therein.

19. That by a Registered Development Agreement dated:08<sup>th</sup> March, 2023 (Registered vide No.BRL-6/4720/2023, dated:20-03-2023, in the Office of Sub-Registrar of Assurances-Borivali-6, M.S.D., the said Society/Owners therein on the One hand, the said Developers therein as well as herein as the 'Developers' on the Other Hand and the said Existing Society Members, as the 'Existing Members', on the Other Hand, duly executed by and between them, wherein the





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said Society with the consent & confirmation of the said Society Members therein, granted & assigned the Re-development rights pertaining to the said Plot (said property), to, unto and in favour of the said 'Developers' therein (the said Developers herein), upon the terms & conditions as mentioned therein.

20. That by virtue of the Registered Special Power of Attorney dated:08<sup>th</sup> March, 2023, (Registered vide No. BRL-6/4724/2023, dated:08-03-2023, , in the Office of the Sub-Registrar of Assurances-Borivali-6, M.S.D), wherein the said Society granted to & unto the said Authorized Director of the said Developers therein, various powers and authorities, to facilitate the contemplated Re-Development of the said Property, as more particularly mentioned therein. That the said Special Power of Attorney is valid & subsisting & will co-exist concurrently with the aforesaid Re-development rights granted under the said Registered Development Agreement dated:08<sup>th</sup> March, 2023, as stated therein.

21. That by a Registered Supplementary Development Agreement dated:25<sup>th</sup> September, 2023 (Registered vide No.BRL-6/20440/2023, in the Office of Sub-Registrar of Assurances-Borivali-6, M.S.D., the said Society/Owners therein on the One hand, the said Developers therein as well as herein as the 'Developers' on the Other Hand, interalia whereby the said Parties therein incorporated and supplemented & brought certain Amendments to the said Registered Development Agreement, interalia by annexing relevant documents among insertions of clarity clauses among other terms, as mentioned therein



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22. That by a Registered Development Agreement dated:08<sup>th</sup> March, 2023 (Registered vide No.BRL-6/4720/2023, dated:20-03-2023, in the Office of Sub-Registrar of Assurances-Borivali-6, M.S.D., the said Society/Owners therein on the One hand, the said Developers therein as well as herein as the 'Developers' on the Other Hand and the said Existing Society Members, as the 'Existing Members', on the Other Hand, duly executed by and between them, wherein the said Society with the consent & confirmation of the said Society Members therein, granted & assigned the Re-development rights pertaining to the said Plot (said property), to, unto and in favour of the said 'Developers' therein (the said Developers herein), upon the terms & conditions as mentioned therein.

23. That by virtue of the Registered Special Power of Attorney dated:08<sup>th</sup> March, 2023, (Registered vide No. BRL-6/4724/2023, dated:08-03-2023, in the Office of the Sub-Registrar of Assurances-Borivali-6, M.S.D), wherein the said Society granted to & unto the said Authorized Director of the said Developers therein, various powers and authorities, to facilitate the contemplated Re-Development of the said Property, as more particularly mentioned therein. That the said Special Power of Attorney is valid & subsisting & will co-exist concurrently with the aforesaid Re-development rights granted under the said Registered Development Agreement dated:08<sup>th</sup> March, 2023, as stated therein.



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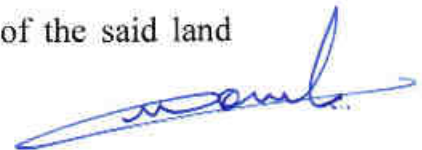
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24. Property Register Card/s, issued by City Survey Dept. on 02-05-2023; Mutation Entry/ies dated:05-11-2020, read together with the Ferfar Entry bearing No.893, dated:05-11-2020, duly mentions the name of the said Society namely "Messers L.R Plaza Co-operative Housing Society Limited", duly Mutated as the Owners/Holders thereon, pertaining to the said Property admeasuring 2859.10 square meters or thereabouts.

25. I have not found any adverse entry in the available Index Register of the Sub-Registrar's Office relating to the said Land as revealed from the Search Report/s and mentioned in Search Report/s dated: 21-07-2018 & 10-10-2023.

26. The Society on following and adhering to due process of law called the Special General Body Meeting of the Society, duly held on 03<sup>rd</sup> June, 2018 & selected Messers D.G.S Township Private Limited as the Appointed Developers of the said Property & in pursuance to the Registered Development Agreement dated:08<sup>th</sup> March, 2023, duly executed & registered by the Society and its existing members in favour of the aforesaid Appointed Developers, interalia granting them with the Re-Development rights in respect of the said Property and thus the Society has after following the due process have appointed the abovenamed Appointed Developers for the purpose of Re-Development of the said Property.

27. In the manner aforesaid Messers D.G.S Township Private Limited, the abovenamed 'Appointed Developers' have been appointed to Re-Develop the said Plot of Land (said Property) viz:all that piece & parcel of the said land



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admeasuring 2859.10 Square Meters or thereabouts (minus 382.6 square meters of road set back affected area), bearing Survey No.264, Hissa No.1/2 and C.T.S No.698-B of Village:Malad, Taluka:Borivali, Mumbai Suburban District;tog-ther with the Building having "A" wing, Ground plus 07 (Seven) Upper Floors & "B", "C", "D" Wing ground plus 06 (Six) Upper Floors Building/s standing thereon (prior to demolition), consisting of 55 Premises standing thereon known as "L.R. Plaza CHS", situated at Goregaon-Mulund Link Road (alias) General Arun Kumar Vaidya Marg, Malad East, Mumbai-400 097, assessed by B.M.C. (said Building) which said land & said building together is the (said Plot of Land) said Property referred in the said Registered Development Agreement dated:08<sup>th</sup> March, 2023.

Date:22<sup>nd</sup> January, 2024.

Encl: Annexure:

Index-II of Registered Deed of Unilateral Conveyance.

Index-II of Registered Development Agreement.

Index-II of Registered Supplementary Development Agreement.

Property Card bearing C.T.S No. 698-B.

Search Report dated: 21-07-2018 and 10-10-2023.

Yours Truly,

Mr. Monesh Rajnikant Sharma  
Advocate, High Court, Mumbai  
BCMG Reg No. MAH/2224/2000

