

SV/6423 /2013

SUPPLEMENTAL REPORT ON TITLE

Re: All those pieces or parcels of lands admeasuring in the aggregate 43,845 sq. metres or thereabouts forming part of C.T.S. Nos.839 and 840 and corresponding to part of survey Nos.55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District together with buildings constructed thereon, situate at Kandivali (East), Mumbai 400 101.

TO WHOMSOEVER IT MAY CONCERN

1. By our Report on Title bearing No.SV/1531/2011 dated 11th February, 2011 (hereinafter referred to as "**the said Report on Title**") we have opined on the entitlement of S.D. Corporation Private Limited (therein and hereinafter referred to as "**the Developer**") to develop all those pieces and parcels of lands admeasuring in the aggregate 43,845 sq. metres or thereabouts forming part of C.T.S. Nos. 839 and 840 and corresponding to part of Survey Nos. 55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with buildings thereon as more particularly described in the Second Schedule to the said Report on Title and also in the **Second Schedule** hereunder written (hereinafter collectively referred to as "**the said Property**") and sell the flats/premises/areas in the sale buildings to be constructed by the Developer thereon. A copy of the said Report on Title is annexed hereto and marked as **Annexure I**.
2. We have now been requested by the Developer to issue a Supplemental Report on Title in respect of the said Property.
3. In the said Report on Title we have stated that there were 113 buildings standing on the said Property. However, we have now been informed by the Developer that there are 109 buildings standing thereon.
4. The said Property forms part of a larger property being all those pieces and parcels of lands admeasuring 2,13,867.50 sq. mtrs or thereabouts bearing C.T.S. Nos. 837 to 840 and corresponding to Survey Nos. 55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with about 166 buildings thereon as more particularly described in the **First Schedule** to the said Report on Title and also in the **First Schedule** hereunder written (hereinafter collectively referred to as "**the Larger Property**").
5. In paragraph 6 of the said Report on Title we have set out a list of 33 (thirty three)

societies in whose favour Maharashtra Housing and Area Development Authority ("MHADA") has executed separate Lease Deeds for their respective land areas (forming parts of the Larger Land) and separate corresponding Sale Deeds in respect of their respective buildings standing thereon, with details of their respective land areas and buildings thereon. After issue of the said Report on Title, MHADA has executed further Lease Deeds and Sale Deeds in favour of 3 other member-societies of the "Samtanagar Co-operative Housing Societies Union Limited" registered under the Maharashtra Co-operative Societies Act, 1960 under Regn. No. BOM/W-R/HSG(OH)/3246/1987-88 having it's office at 25/486, Vishwa Darshan, Samata Nagar, Kandivali (East), Mumbai - 400 101 (in the said Report on Title and hereinafter referred to as "**the said Federal Society**") at or for the rent/ premium/ consideration and subject to conditions and covenants contained therein, as set out hereunder:

Sr. No	Building No(s).	Name of the Society	Survey No. and C.T.S. No.	Land Area (Sq. Mtrs.)	Details of Indenture of Lease and Sale Deed
1.	134 to 142	Poisar Gharkul Co-operative Housing Society Ltd. (EWS)	Part of Survey No.56 and Part of CTS No.840	1034.94	Indenture of Lease and Sale Deed both dated 23 rd August, 2011 registered under Serial Nos. BDR-16 / 8132 of 2011 and BDR-16 /8133 of 2011 respectively.
2.	106	Samata Nagar Shri Swastik Co-operative Housing Society Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	653.20	Indenture of Lease and Sale Deed both dated 23 rd August, 2011 registered under Serial Nos. BDR-16 / 8134 of 2011 and BDR-16 /8135 of 2011 respectively.
3.	100	Samata Nagar Best Sadan Co-operative Housing Society Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	591.90	Indenture of Lease and Sale Deed both dated 30 th December, 2010 registered under Serial Nos. BDR-16 / 4047 of 2011 and BDR-16 / 4048 of 2011 respectively.

The term of the above three indenture of Lease executed is 30 (thirty) years commencing from 1st March, 1982 and the same are renewable for further period(s) as stated therein. In the circumstances, the aforesaid 3 societies are also seized and possessed of or otherwise well and sufficiently entitled to their respective leasehold portions of the Larger Land and the buildings standing thereon.

6. We have been informed by the Developer that the below named member-society of the said Federal Societies has made payment of the premium and consideration to MHADA in order to obtain lease deed and sale deed for its portion of the Larger Land and the buildings thereon and the execution of the aforesaid lease deed and sale deed are under process:

Building No(s).	Name of the Society	Survey No. and C.T.S. No.	Land Area (Sq. Mtrs.)
48 and 49	Santa Nagar Jeevan Dhara CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	1372.70

In the circumstances, Santa Nagar Jeevan Dhara CHS Ltd. (LIG) is seized and possessed of or otherwise well and sufficiently entitled to its leasehold portion of the Larger Land and the building standing thereon subject to it obtaining its lease deed and sale deed from MHADA.

7. The 37 societies referred to in paragraph Nos. 5 and 6 above are hereinafter collectively referred to as **"the said Societies"**. All those pieces and parcels of lands specified in paragraph Nos.5 and 6 above admeasuring in the aggregate 43,845 sq. metres or thereabouts together with about 109 buildings thereon are more particularly described in the **Second Schedule** hereunder written (in the said Report on Title and hereinafter collectively referred to as **"the said Property"**).
8. As stated in the said Report on Title, one Truly Creative Developers Private Limited (in the said Report on Title and hereinafter referred to as **"the said TCDPL"**) had filed S.C. Suit No. 1267 of 2009 (in the said Report on Title and hereinafter referred to as **"the said Suit"**) in the Hon'ble Bombay High Court against the said Federal Society and the Developer in which an Order dated 14th July 2009 came to be passed by the Hon'ble Court in Notice of Motion No. 1948 of 2009 by which the said Notice of Motion was dismissed and direction was given for expediting the suit. Thereafter, TCDPL filed an Appeal against the aforesaid order dated 14th July, 2009, being Appeal No.42 of 2011, before the Division Bench of the Hon'ble High Court. The said Appeal was disposed of by the learned Division Bench by an order dated 10th August, 2011, *inter alia* holding that the delay in filing the Appeal made it impossible to entertain the same in view of the interest created in favour of the Developer and the work that had already been done and was being carried on by the Developer on the said Property. Against the aforesaid order of the Division Bench, TCDPL filed a

Special Leave Petition in the Hon'ble Supreme Court of India, being SLP No. 28994/2011. Vide order dated 2nd December, 2011, the said SLP also came to be dismissed. The said Suit however, is still pending in the Hon'ble High Court.

9. By a Deed of Rectification dated 2nd November, 2012 ("**the said Deed of Rectification**") entered into between the said Federal Society and the Developer, and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BRL-5/8915 of 2012, certain terms and conditions of the Development Agreement dated 19th February, 2007 executed between the said Federal Society and the Developer (as referred to in paragraph 19 of the said Report on Title) pertaining to the development of the said Property were rectified in the manner more particularly specified therein.
10. The Developer has furnished us with a copy of the letter bearing No.MG/452 dated 13th August, 2013 issued by M/s. Law Charter, Advocates and Solicitors, certifying the status of the legal proceedings, inter-alia, in respect of the said Property and involving the Developer ("**the said Legal Proceedings**"). We have relied upon the aforesaid letter of M/s. Law Charter as regards the said Legal Proceedings. The aforesaid letter of M/s. Law Charter is annexed hereto and marked as **Annexure II**.
11. MHADA has from time to time issued its approvals/ no objections for construction/ redevelopment of portions of the said Property to the said Federal Society.
12. We have been informed by the Developer that it has commenced allotment/sale of flats/ premises in free sale building(s) to be constructed by the Developer on part of the said Property.
13. We have through search clerk, Mr. D. K. Patil caused necessary further searches to be taken in the office of the concerned Sub-Registrar of Assurances.
14. We have not issued any Public Notice in Newspapers for the investigation of the title to the said Property.
15. By a notarized Declaration dated 22nd August, 2013 executed by Mr. Shrinivasan Iyer in his capacity as a Director of the Developer viz, S.D. Corporation Private Limited, it has been, *inter alia*, declared, that:
 - (a) the development rights of the Developer in the said Property are not rescinded and/or challenged by said Federal Society and/or any of the said Societies;
 - (b) the Developer has not created any lien, charge, mortgage or encumbrance over its development rights granted under the said Development Agreement read with the said Deed of Rectification, and buildings/ structures to be constructed by the Developer pursuant thereto;

- (c) save and except as stated in the aforesaid letter of M/s. Law Charter, Advocates and Solicitors, being Annexure II hereto, the said Property is not the subject matter of any pending dispute, litigation, proceedings or attachment either before or after judgment;
 - (d) there is no restraining order or injunction passed by any court, authority, tribunal or forum pertaining to the said Property or any part thereof; and
 - (e) the Developer is not restrained, prevented or prohibited by any order or direction or injunction of any court, forum, tribunal authority or body from developing the said Property and /or selling/ transferring the flats/ premises / areas in the sale buildings to be constructed on the said Property in terms of the said Development Agreement read with the said Deed of Rectification.
16. On the basis of and subject to what is stated hereinabove, including the said Legal Proceedings as specified in the letter of M/s. Law Charter, Advocates and Solicitors, in our opinion, the Developer i.e. S. D. Corporation Private Limited is entitled to develop the said Property as more particularly described in the Second Schedule hereunder written and sell the flats/premises/areas in the sale buildings to be constructed by the Developer thereon, in terms of the said Development Agreement dated 19th February 2007 read with the said Deed of Rectification.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Larger Property)

All those pieces and parcels of lands admeasuring 2,13,867.50 sq. metres or thereabouts bearing C.T.S. Nos. 837 to 840 and corresponding to Survey Nos. 55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with buildings standing thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

All those pieces and parcels of lands admeasuring in the aggregate 43,845 sq. metres or thereabouts forming part of C.T.S. Nos. 839 and 840 and corresponding to part of Survey Nos. 55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with buildings standing thereon, which pieces and parcels of lands and buildings thereon form part of the Larger Property described in the First Schedule hereinabove written.

Dated 30th day of August, 2013.

Kanga & Company,

(Signature)
Partner



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SV/1531

SV/ 1531 /2011

REPORT ON TITLE

Re: All those pieces or parcels of lands admeasuring in the aggregate 43,845 sq. metres or thereabouts forming part of C.T.S. Nos.859 and 840 and corresponding to part of survey Nos.55 and 56 of Village Patisar, Taluka Borivli, Mumbai Suburban District together with buildings constructed thereon, situate at Kandivali (East), Mumbai 400 101.

TO WHOMSOEVER IT MAY CONCERN

1. Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") established under the Maharashtra Housing and Area Development Act, 1976 (hereinafter referred to as "MHADA Act"), was possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of lands admeasuring 2,13,867.50 sq. mtrs or thereabouts bearing C.T.S. Nos. 837 to 840 and corresponding to Survey Nos. 55 and 56 of Village Patisar, Taluka Borivli, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 (hereinafter collectively referred to as "the Larger Land").
2. In or about the year 1978, Bombay Housing and Area Development Board, a regional unit of MHADA established under section 18 of the MHADA Act, had a scheme of construction of tenements, allotment and sale thereof to individual allottees under its Economical Worker Section (EWS) housing scheme, Low Income Group (LIG) housing scheme, Middle Income Group (MIG) housing scheme and High Income Group (HIG) housing scheme.
3. Thereafter, MHADA invited applications from the members of public satisfying the criteria laid down by MHADA for housing accommodation of the above referred categories and issued allotment letters to the eligible applicants for allotment of tenements under its scheme.
4. In or about the year 1982 the construction of about 166 buildings on the Larger Land was completed and the allottees of the tenements were handed over possession of their respective tenements by MHADA. The Larger Land with the aforesaid buildings are more particularly described in the First Schedule hereunder written (hereinafter collectively referred to as "the Larger Property").
5. The allottees from different categories have formed and registered building(s)-wise co-operative housing societies under the Maharashtra Co-operative Societies Act, 1960. Out of the aforesaid co-operative housing societies, certain co-operative housing societies have formed and registered a federation/apex society by the name of "Saumagar Co-operative Housing Societies Union Limited" under the Maharashtra Co-operative Societies Act, 1960 under Regn. No.

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BOM/W-R/HSG(OH)/3246/1987-88 having it's office at 25/486, Vishwa Dardham, Samata Nagar, Kandivali (East), Mumbai - 400 101 (hereinafter referred to as "the said Federal Society") and at present 55 co-operative housing societies are members of the said Federal Society.

6. MHADA has executed 33 separate lease deeds with respect to certain portions of the Larger Land and has also executed 33 corresponding sale deeds for the building(s) standing on the above portions of the Larger Land, in favour of 33 member-societies of the said Federal Society, at or for the rent/ premium/ consideration and subject to conditions and covenants contained therein, as set out hereunder:

Sr. No	Building No(s).	Name of the Society	Survey No. and C.T.S. No.	Land Area (Sq. Mtrs.)	Details of Indenture of Lease and Sale Deed
1	50 & 51	Poisar Neel Kamal CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	1419.40	Indenture of Lease and Sale Deed both dated 18 th November, 1998 registered under Serial Nos. P/BDR/2/5143/1998 and P/BDR/2/5144/1998 respectively.
2	52 & 53	Samata Nagar Sai Chhaya CHS Ltd. (LIG)	Part of Survey No.56	428.49	Indenture of Lease and Sale Deed both dated 14 th August, 1997 registered under Serial Nos. P/BDR/2/2092/1997 and P/BDR/2/2094/1997 respectively.
3	54 to 57	Samata Nagar Sai Prasad CHS Ltd.(LIG)	Part of Survey Nos.55 and 56 and Part of CTS No. 840	2298.95	Unregistered Indenture of Lease and Sale Deed registered under Serial No. P/BDR/2/2717/1997 both dated 17 th October, 1997.
4	58 to 61	Poisar Adarasha CHS Ltd.(LIG)	Part of Survey Nos.55 and 56 and Part of CTS No. 840	2237	Indenture of Lease and Deed of Sale both dated 25 th September, 1997 registered under Serial Nos. P/BDR/2/2459/1997 and P/BDR/2/2461/1997 respectively.
5	62 to 65	Poisar Panchshil CHS	Part of Survey Nos.55 and 56 and Part	2215.45	Indenture of Lease and Deed of Sale both dated 24 th October, 1997 registered under Serial Nos.

		Ind.(LIG)	of CTS Nos. 839 & 840		P/BDR/2/2841/1998 and P/BDR/2/2843/1998 respectively.
6	66	Poisar Aradhana CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	477.34	Indenture of Lease and Deed of Sale both dated 19 th August 1997 registered under Serial Nos. P/BDR/2/2119/1997 and P/BDR/2/2121/1997 respectively.
7	69 to 72	Poisar Sai Niketan CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	2332.17	Indenture of Lease and Deed of Sale both dated 1 st January 1999 registered under Serial Nos. P/BDR/2/215/1999 and P/BDR/2/217/1999 respectively.
8	73 & 74	Samata Nagar Sheetal CHS Ltd. (LIG)	Part of Survey No.56	907	Indenture of Lease and Deed of Sale both dated 21 st August, 1997 registered under Serial Nos. P/BDR/2/2147/1997 and P/BDR/2/2149/1997 respectively.
9	75 to 76	Poisar Trupti CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	993.67	Unregistered Indenture of Lease and Deed of Sale registered under Serial No. P/BDR/2/2102/1997 both dated 14 th August, 1997
10	77 to 80	Poisar Yogeshwar CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	2409.38	Indenture of Lease and Sale Deed both dated 11 th March 1998 registered under Serial Nos. P/BDR/2/858/1998 and P/BDR/2/860/1998 respectively.
11	81 to 84	Poisar Shreerang CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	1497.80	Indenture of Lease and Sale Deed both dated 16 th March 1998 registered under Serial Nos. P/BDR/2/905/1998 and P/BDR/2/907/1998 respectively.
12	85 to 86	Poisar Abhisek CHS Ltd. (LIG)	Part of Survey No.56 and Part of	990.22	Indenture of Lease and Sale Deed both dated 28 th August, 1997 registered under Serial Nos. P/BDR/2/2236/1997

			CTS No.840		and P/BDR/2/2228/1997 respectively.
13	87, 89	Poisar Pushpanjali CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	756.69	Indenture of Lease and Sale Deed both dated 28 th August, 1997 registered under Serial Nos. P/BDR/2/2230/1997 and P/BDR/2/2232/1997 respectively.
14	88	Poisar Laxmi CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	455	Indenture of Lease and Sale Deed both dated 23 rd December 1998 registered under Serial Nos. P/BDR/2/5514/1998 and P/BDR/2/5516/1998 respectively.
15	90 to 92	Poisar Saidham CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	1096.30	Unregistered Indenture of Lease and Deed of Sale both dated 19 th April, 2000.
16	94 to 96	Samata Nagar Goruprasad CHS Ltd. (LIG)	Part of Survey Nos.55 and 56 and Part of CTS Nos. 839 & 840	1583.93	Indenture of Lease dated 25 th August, 1998 and Sale Deed dated 13 th August, 1998 registered under Serial Nos. P/BDR/2/2336/1998 and P/BDR/2/2601/1998 respectively.
17	97	Samata Nagar Saptem CHS Ltd. (LIG)	Part of Survey Nos. 55 & 56 and Part of CTS No.840	558.20	Indenture of Lease and Deed of Sale both dated 6 th August 2010 registered under serial Nos.P/BDR16/8404/2010 and P/BDR16/8405/2010 respectively.
18	101 & 102	Poisar Vansha CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.839	692.50	Indenture of Lease and Sale Deed both dated 20 th June 1997 registered under Serial Nos. P/BDR/2/1514/1997 and P/BDR/2/1516/1997 respectively.
19	99 & 104	Samaranagar Anandvan CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS	688.32	Indenture of Lease and Deed of Sale both dated 3 rd May 2010 registered under serial Nos.P/BDR16/5233/2010 and P/BDR16/5234/2010

			Pinarutaya CHS Ltd. (LIG)	No.56 and Part of CTS No.840		September, 1995 registered under Serial Nos. P/BDR/2/3336/1995 and P/BDR/2/3338/1995 respectively.
27	117 to 119	to	Samata Nagar Shiv Dahan CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	1704.82	Unregistered Indenture of Lease and Unregistered Sale Deed both dated 2 nd February 1994
28	120 & 121	&	Samata Nagar Vinayak CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	958.41	Unregistered Indenture of lease and Unregistered Deed of Sale both dated 17 th September, 1996.
29	122		Samata Nagar Shree Vakratunda CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	668.20	Indenture of Lease and Sale Deed both dated 31 st January 1994 registered under Serial Nos. P/BDR/2/597/1994 and P/BDR/2/599/1994 respectively.
30	133		Samata Nagar Shree Ganesh CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	529.10	Indenture of Lease registered under Serial No. P/BDR/2/208/1999 and Unregistered Sale Deed both dated 19 th January 1998
31	134 to 135	to	Poisar Shree Ashtvinayak CHS Ltd. (EWS)	Part of Survey No.56 and Part of CTS No.840	1506.89	Indenture of Lease and Sale Deed both dated 16 th September, 2008 registered under serial Nos.BDR/5/08810/2008 and BDR/5/08811/2008 respectively
32	143 to 152	to	Poisar Sukh Shanti CHS Ltd. (EWS)	Part of Survey No.56 and Part of CTS No.840	1345.79	Unregistered Indenture of Lease and Unregistered Deed of Sale both dated 23 rd February, 2001.
33	153 to 160	to	Poisar Shree Safulya CHS Ltd. (EWS)	Part of Survey No.56 and	1021.23	Indenture of Lease and Deed of Sale both dated 4 th May, 2001 registered under Serial

			Part of CTS No.840	Nos. P/HDR/2/2853/2001 and P/HDR/2/2855/2001 respectively.
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The term of 90 years of the aforesaid leases have commenced between the years 1982 to 1984 (except the lease in favour of Poojar Vrindavan CHS Ltd. which has commenced in the year 2002) as more particularly specified in the concerned lease deeds. The said leases are renewable for further periods as stated therein.

7. In the circumstances, the aforesaid 33 societies are seized and possessed of or otherwise well and sufficiently entitled to their respective leasehold portions of the Larger Land and the buildings standing thereon.

8. We have been informed by S. D. Corporation Private Limited (hereinafter referred to as "the Developer") that the following 4 (four) member-societies of the said Federal Societies have made payment of the premium and consideration to MHADA in order to obtain lease deeds and sale deeds for their respective portion of the Larger Land and the buildings thereon and the execution of the aforesaid lease deeds and sale deeds are under process:

Sr. No.	Building No(s).	Name of the Society	Survey No. and C.T.S. No.	Land Area (Sq. Mtrs.)
1.	134 to 142	Poojar Gharkul CHS Ltd. (EWS)	Part of Survey No.56 and Part of CTS No.840	2248.27
2.	106	Samata Nagar Shri Swarnik CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	761.89
3.	48 & 49	Samata Nagar Jeevan Dharm CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	1372.70
4.	100	BEST Sadan CHS Ltd. (LIG)	Part of Survey No.56 and Part of CTS No.840	1024.27

9. In the circumstances, the aforesaid 4 societies are seized and possessed of or otherwise well and sufficiently entitled to their respective leasehold portions of the Larger Land and the buildings standing thereon subject to they obtaining their respective lease deeds and sale deeds from MHADA.

10. The 37 societies referred to in paragraph Nos. 6 and 8 above are hereinafter collectively referred to as "the said Societies". All those pieces and parcels of lands specified in paragraph Nos.6 and 8 above amounting in the aggregate 43,845 sq. metres or thereabouts together with about 113 buildings standing thereon are more particularly described in the Second Schedule hereunder written (hereinafter collectively referred to

as "the said Property");

11. In the year 1995, the buildings on the Larger Property were found to be in dilapidated condition and the same were required to be demolished and reconstructed.

12. By and under an Agreement for Development dated 31st January 1998 made between the said Federal Society as the Union of the Owners of the One Part and Truly Creative Developers Private Limited as the Developers of the Other Part (hereinafter referred to as "the said TCDPL"), the said Federal Society had appointed the said TCDPL to redevelop the Larger Property in the manner, at or for the consideration and on the terms and conditions contained therein. By and under a General Power of Attorney dated 29th November 1999 executed by the said Federal Society in favour of the said TCDPL and registered with the Sub-Registrar of Assurances at Mumbai under serial No.BB/8448/1999, the said Federal Society conferred powers in favour of the said TCDPL to do various acts, deeds and things relating to the redevelopment of the Larger Property and to sell/ transfer structures, flats etc. to be constructed thereon, in the manner specified therein.

13. Pursuant to the above Agreement for Development dated 31st January 1998, the said TCDPL commenced the aforesaid redevelopment work. The said TCDPL constructed about 494 tenements out of which certain allotments were made to existing occupants and also certain tenements were sold in the open market by the said TCDPL by executing Agreements For Sale with various individuals/entities, at or for consideration and on the terms and conditions contained therein.

14. On or after 7th April 2006 various stop work notices/ demolition orders were issued by MHADA and Municipal Corporation of Greater Mumbai (MCGM) in respect of construction on the Larger Property. Thus from the year 2006 there was no progress on account of stop work notices being issued.

15. The said Federal Society challenged the aforesaid stop work notices and demolition orders by filing Writ Petition No.2379 of 2006 before the Hon'ble Bombay High Court against the MHADA and MCGM.

16. The said TCDPL failed to carry out the development in terms of the aforesaid Development Agreement and breached certain terms and conditions contained therein. In the above mentioned situation, the said TCDPL inducted one M/s. Labha Subha Properties Private Limited (hereinafter referred to as "the said LSPL") as the sub-developer. Even after inducting the said LSPL there was no progress either in having the stop work notices set aside or withdrawn for legally commencing the construction. The said TCDPL terminated the services of the said LSPL on the ground that the said LSPL had started claiming itself to be the direct developer instead of sub-developer appointed by the said TCDPL.

17. Thereafter in or around January 2007 the said Federal Society terminated the aforesaid Development Agreement dated 31st January 1998 with the said TCDPL and cancelled/ revoked the aforesaid Power of Attorney dated 29th November 1999.

18. In or about the year 2007, the Developer i.e. S.D. Corporation Private Limited approached the said Federal Society and proposed to undertake the redevelopment of the said Larger Property. Vide a resolution passed at the Special General Body Meeting of

the said Federal Society on 7th January, 2007, the managing committee of said Federal Society was authorized to complete the further legal formalities for appointing the Developer viz., S. D. Corporation Private Limited as the developer for redevelopment of the Larger Property.

19. By and under a Development Agreement dated 19th February 2007 (hereinafter referred to as "the said Development Agreement") made between the said Federal Society as the party of the One Part and the Developer as the party of the Other Part, the said Federal Society granted to the Developer the redevelopment rights in respect of the Larger Property in the manner, at or for the consideration and on the terms and conditions incorporated therein. By a Deed of Confirmation dated 28th October 2010 (with the original of the said Development Agreement annexed thereto) made between the said Federal Society of the One Part and the Developer of the Other Part, and registered with the Office of the Sub-Registrar of Assurances at Borivli under Serial No.BDR/16/11147/2010 the said Federal Society and the Developer confirmed that the said Development Agreement was duly executed and that the same shall be taken as full and complete evidence thereof.

20. By and under a notarised General Power of Attorney dated 21st February 2007, executed by the said Federal Society in favour of the Developer, the said Federal Society has authorized the Developer to do various acts, deeds, things and matters in relation to redevelopment of the Larger Property and for sale of the flats/premises/ areas in the sale buildings, in the manner therein contained.

21. The said TCDPL had also entered into nine Development Agreements individually with nine societies out of the said Societies for the redevelopment of their respective portions of Larger Property. The aforesaid Development Agreements were also terminated vide the Resolution passed in the Special General Body Meeting dated 7th January 2007 of the said Federal Society.

22. Subsequent to the termination of the appointment of the said TCDPL, the said Federal Society prayed for withdrawal of the aforesaid Writ Petition No.2879 of 2006 with request to make representation before the MHADA and in view thereof the Division bench of the Hon'ble Bombay High Court by order dated 12th of March 2007 was pleased to permit the said Federal Society to withdraw the said petition in order to enable the said Federal Society to make representation in respect of the impugned notices before MHADA.

23. Pursuant to the aforesaid order dated 12th of March 2007 of the Hon'ble Bombay High Court, the said Federal Society (joined by the Developer i.e. S. D. Corporation Private Limited) along with said TCDPL and the said LSPPPL were asked to submit their representation along with their say on 13th June 2007. Accordingly, on 12th June, 2007 a hearing was fixed before the Chief Officer, Mumbai Housing & Area Development Board, when each of the aforesaid developers and the said Federal Society were heard through their respective representatives and they made their submissions which were taken on record. Further they were asked to file written submissions and accordingly each of them submitted their written statement along with documents containing their stand. Vide order dated 16th July, 2007, the Chief Officer, Mumbai Housing & Area Development Board has held the said Federal Society as eligible and entitled for redevelopment in accordance with the terms and conditions as laid down in no objection granted by MHADA/ Mumbai Board and subject to the compliance of the said and such

other conditions as may be imposed by MHADA/ Municipal Board in future in accordance with the policy of MHADA in the subject matter.

24. The Developer paid a penalty/ premium of Rs.3.51 Crores to MHADA as required and also got the stop work notices/ orders withdrawn or set aside by the concerned authorities.

25. The said TCDPL has filed S.C. Suit No. 1267 of 2009 (hereinafter referred to as "the said Suit") in the Hon'ble Bombay High Court against the said Federal Society and the Developer in which an Order dated 14th July 2009 came to be passed by the Hon'ble High Court in Notice of Motion No. 1948 of 2009 by which the said Notice of Motion was dismissed and direction was given for expediting the suit. In the aforesaid order, the Hon'ble High Court has, inter-alia, prima facie observed that under the agreement for development the said TCDPL has not been put in possession in part performance of contract as there was no contract to transfer the immovable property as contemplated by section 53A of the Transfer of Property Act, 1882; there was no impediment in the way of the said Federal Society in terminating the development agreement and power of attorney granted to the said TCDPL and there is hardly any chance of decree for specific performance of contract being passed in favour of the said TCDPL. The said Suit is still pending in High Court.

26. MHADA has from time to time issued its approval/ no objection for construction/ redevelopment of portions of the said Property to the said Federal Society.

27. We have through search clerk, Mr.D.K.Patil caused necessary searches to be taken in the office of the concerned Sub-Registrar of Assurances.

28. We have not issued any Public Notice in Newspapers for the investigation of the title to the said Property.

29. By a notarized Declaration of even date executed by Ms. Sunia Khanna in her capacity as a Director of the Developer viz. S.D. Corporation Private Limited, it has been, *inter-alia*, declared, that:

- (a) The development rights of the Developer in the said Property are not rescinded and/or challenged by said Federal Society and/or any of the said Societies;
- (b) The Developer has not created any lien, charge, mortgage or encumbrance over its development rights granted under the said Development Agreement and buildings/ structures to be constructed by the Developer pursuant thereto;
- (c) Save and except the said Suit i.e. S.C. Suit No. 1267 of 2009 filed by the said TCDPL in the Hon'ble Bombay High Court, the said Property is not the subject matter of any pending dispute, litigation, proceedings or attachment either before or after judgment nor is there any restraining order or injunction passed by any court, authority, tribunal or forum pertaining to the said Property or any part thereof;
- (d) The Developer is not restrained, prevented or prohibited by any order or direction or injunction of any court, forum, tribunal authority or body from developing the said Property and/or selling/ transferring the flats/

- (e) premises / areas in the sale buildings to be constructed on the said Property in terms of the said Development Agreement; and
 On the basis of the certificate dated 4th February 2011 issued by the Developer's Architect Mr. Anil Kodkani the approximate sale area available for redevelopment project of the Larger Property is 2,49,330 sq. metres out of which approximately 37,399 sq. metres can be used as commercial and 2,11,931 sq. metres has to be used for residential use, which areas are subject to approval of concerned authorities.

30. On the basis of and subject to what is stated hereinabove, in our opinion, the Developer i.e. S. D. Corporation Private Limited is entitled to develop the said Property as more particularly described in the Second Schedule hereunder written and sell the flats/premises/areas in the sale buildings to be constructed by the Developer thereon, in terms of the said Development Agreement dated 19th February 2007.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Larger Property)

All those pieces and parcels of lands admeasuring 2,13,867.58 sq. metres or thereabouts bearing C.T.S. Nos. 837 to 840 and corresponding to Survey Nos. 55 and 56 of Village Poisar, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with about 166 buildings standing thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

All those pieces and parcels of lands admeasuring in the aggregate 43,845 sq. metres or thereabouts forming part of C.T.S. Nos. 839 and 840 and corresponding to part of Survey Nos. 55 and 56 of Village Poisar, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with about 113 buildings standing thereon (building number(s) and land area with the name of concerned co-operative housing society are set out in paragraph Nos. 6 & 8 above), which pieces and parcels of lands and buildings thereon form part of the Larger Property described in the First Schedule hereinabove written.

Dated 11th day of February, 2011.

Kanga & Company,

Sd/-

Partner

M.K. GHELANI
NOTARY, UNION OF INDIA
M.M. GHELANI
V.R. ADVANI



Law Charter
Registered
ADVOCATES, SOLICITORS & NOTARY

IN REPLY PLEASE QUOTE REF. NO. MG/452 DATE 16/11/2008
TO WHOMSOEVER IT MAY CONCERN

Re: Redevelopment by M/S S.D. CORPORATION PVT LTD
of properties forming parts of C.T.S.NOS 837 TO 840, bearing
corresponding Survey No. 55 & 56 of village Poisar, Taluka
Borivali, situated at Kandivali (East) Mumbai 400 101 demised by
the Owner MILADA to various Societies being the members of
SAMATANAGAR CO-OP HSG SOCIETY UNION LTD.

We have, at the request of our client, S.D. Corporation Private Limited, issued this letter for the limited purpose of certifying the status of certain legal proceedings in respect of the above and involving our clients and some of which are attended to by us on their behalf concerning the development being carried out by our Client on the above Property and their effect on the development of the above Property:

2. Details of such legal proceedings are set out in the list annexed hereto and marked as **Annexure "A"** (hereinafter collectively referred to as the **'said Legal Proceedings'**).

3. We have perused copies of the relevant pleadings filed and orders passed in the said Legal Proceedings. Position emerging therefrom can be summarized as under:

- (a) An Interim order was passed in N/M No 1374 of 2007 in BCCC Suit No. 1782 of 2008 (1065/2007) on 6th October 2008 not to make any construction on the suit property for a period of 10 weeks therefrom and had passed further orders resulting into impediment in our Client carrying out redevelopment.
- (b) However, in an Appeal there against, being A.O. No 1306 of 2008, in the Civil Application therein bearing No 1600 of 2008, the said order was stayed. An S.L.P. bearing no. 14566/2009 preferred there against to the Hon'ble S.C. was dismissed on 13/07/2009. The said A.O. which has been admitted is pending.

- (c) On a Notice of Motion taken out in the said suit for the dismissal thereof being N/M No 1285/2009, the said B.C.C.C. Suit No 1782/2008 itself has been dismissed. Writ Petition No 4912/2011 preferred there against has been dismissed for default by an order dated 2nd August 2011. We are informed that a C.A. for restoration has been filed in or about 5th October 2011 and has been pending.
- (d) In the meanwhile, a suit was filed in the Hon'ble B.H.C. being Suit No 1267 of 2009 by Truly Creative Developers Pvt. Ltd. and in which N/M No 1948/2009 was taken out for interim reliefs and which came to be disposed of by an order dated 14th July 2009 dismissing the same. An Appeal preferred there against to the Hon'ble D.B. of B.H.C. being Appeal No 42 of 2011 has not been entertained and disposed of. An S.L.P. preferred there against to the Hon'ble S.C. of India being SLP no 28994/2011 has been dismissed by an order dated 02/12/2011. The said Suit however is pending.

In the premises, the papers and proceedings furnished to us and perused by us as above reveal that there is no operative order in any of the said proceedings restraining our clients from developing the related portions of the above Property for which they have development rights and permissions and from selling the free sale units in the free sale buildings constructed on such portions of the above Property.

Dated this 13th day of August 2013

For Messrs Law Charter


Partner

Annexure

Annexure - A

Truly Creative Developer Pvt. Ltd. Litigation Status

Sr. No.	Suit No.	Party(ies) name	Date of Order
1(a)	S. C. Suit No.(1065/2007) 1782/2008 along with Notice of Motion No. 1374/2007 – City Civil Court, Dindoshi	M/s. Truly Creative Developers Pvt. Ltd. Vs. Samata Nagar Union & Others	On 6.10.2008 passed in Notice of Motion No. 1374/2007 wherein injunction granted in favour of Plaintiff and restrained M/s. S. D. Corporation Pvt. Ltd. from obstructing, interfering with peaceful possession of Plaintiff.
(b)	Aggrieved by order dated 6.10.2008, Union filed A. O. No. 1306 of 2008 along with Civil Application No. 1600 of 2008 – High Court Mumbai	Samata Nagar Union & Others Vs. M/s. Truly Creative Developers Pvt. Ltd	On 7.5.2009 – Injunction was vacated
(c)	Aggrieved by order dated 7.5.2009 M/s. Truly Creative Developers Pvt. Ltd. filed Special Leave to Appeal (SLP) hearing No. 14566/2009 in Supreme Court	M/s. Truly Creative Developers Pvt. Ltd. Vs. Samata Nagar Union & Others	On 13.7.2009 – SLP dismissed
(d)		On 7/5/2010 Suit No. 1782/2008 was rejected by the City Civil Court, Dindoshi.	
2(a)	Writ Petition No. 4912 of 2011 – High Court Mumbai	M/s. Truly Creative Developers Pvt. Ltd. Vs. Samata Nagar Union & Others	On 2.8.2011 – W.P. dismissed for default
(b)	Civil Application No. 27636 of 2011 in W.P. No. 4912 of 2011 for restoration has been filed by M/s. Truly Creative Developers Pvt. Ltd.	M/s. Truly Creative Developers Pvt. Ltd. Vs. Samata Nagar Union & Others	Pending since October 2011
3(a)	S.C. Suit No. 1267 of 2009 along with Notice of Motion No. 1948/2009 – High Court Mumbai	M/s. Truly Creative Developers Pvt. Ltd. Vs. Samata Nagar Union & Others	On 14th July 2009 - Notice of Motion No. 1948/2009 was dismissed
(b)	Aggrieved by order dated 14.7.2009, Truly Creative	M/s. Truly Creative Developers Pvt. Ltd.	On 10th August, 2011 - Appeal Dismissed

	Developers Pvt. Ltd. filed Appeal hearing No. 42 of 2011 in Notice of Motion No. 1948 of 2009	Vs. Samata Nagar Union & Others	
(c)	Aggrieved by Order dated 10.8.2011 Truly Creative Developers Pvt. Ltd. filed Special Leave Petition No. 28994 of 2011	M/s. Truly Creative Developers Pvt. Ltd. Vs. Samata Nagar Union & Others	On 2/12/2011 the same has been dismissed.

