

KSV/
6929
/2018

THIRD SUPPLEMENTAL REPORT ON TITLE

Re: All those pieces and parcels of land admeasuring 16,274.41 sq. mtrs. or thereabouts bearing C.T.S. No. 840/A/1 and corresponding to survey No.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 dated 11th February, 2011 bearing No.SV/1531/2011 (hereinafter referred to as "**the Report on Title**") read together with our Supplemental Report on Title dated 30th August, 2013 bearing No.SV/6423-2013 (hereinafter referred to as "**the Supplemental Report on Title**") read together with our Second Supplemental Report on Title dated 28th April, 2016 bearing No.SV/KSV/2906/2016 (hereinafter referred to as "**the Second Supplemental Report on Title**") (the Report on Title, the Supplemental Report on Title and the Second Supplemental Report on Title are hereinafter collectively referred to as "**the said Reports on Title**") we have *inter alia* opined on the entitlement of S.D. Corporation Private Limited (herein and hereinafter referred to as "**the Developer**") to develop all those pieces and parcels of lands admeasuring in the aggregate 42,554.40 sq. mtrs. or thereabouts (as rectified in the Second Supplemental Report on Title) forming part of land bearing 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 Reports on Title (hereinafter referred to as "**the Larger Property**"), and sell the flats/premises/areas in the said buildings to be constructed by the Developer thereon. Photocopies of the said Reports on Title are collectively annexed hereto and marked as **Annexure "A"**.
2. We have now been requested by the Developer to issue a Supplemental Report on Title in respect of a portion of the Larger Property admeasuring 16,274.41 sq. mtrs. or thereabouts bearing C.T.S. No.840/A/1 and corresponding to survey No.56 of Village Poiser, Taluka Borivali, Mumbai

Suburban District, as more particularly described in the **Schedule** hereunder written and delineated on the plan of the Larger Property hereto annexed and marked as **Annexure "B"** thereon shown in red colour boundary line, (hereinafter referred to as "**the said Property**"). The Developer has informed us that it intends to construct a free sale building on the said Property, known as Building No. 5.

3. We have been informed that the said Property consists/ consisted of the following buildings occupied by the members of the following Members Societies of the said Federal Society (as defined in the said Reports on Title), some of which buildings have been demolished by the Developer:

| Sr. No. | Building Nos. | Name of Member Society |
|---------|---------------|--|
| 1. | 69 to 72 | Poisar Sai Niketan CHS Ltd. (LIG) (since demolished) |
| 2. | 73 & 74 | Samata Nagar Sheetal CHS Ltd. (LIG) (since demolished) |
| 3. | 75 & 76 | Poisar Trupti CHS Ltd. (LIG) (since demolished) |
| 4. | 77 to 80 | Poisar Yogeshwar CHS Ltd. (LIG) (since demolished) |
| 5. | 81 to 84 | Poisar Shreerang CHS Ltd. (LIG) |
| 6. | 85 & 86 | Poisar Abhilasha CHS Ltd. (LIG) |
| 7. | 87 & 89 | Poisar Pushpanjali CHS Ltd. (LIG) |
| 8. | 88 | Poisar Laxmi CHS Ltd. (LIG) |
| 9. | 90 to 92 | Poisar Saldham CHS Ltd. (LIG) (since demolished) |

4. By and under an Indenture of Mortgage dated 17th June, 2016 ("**the said Mortgage**"), made between the Developer herein, therein referred to as the Mortgagor of the One Part and Housing Development Finance Corporation Limited ("**HDFC**"), therein referred to as the Mortgagee of the Other Part and registered with the Sub-registrar of Assurances at Mumbai under Serial No. BBE-2 - 6484 of 2016, read with the Deed of Rectification dated 26th July, 2016, entered into between the same parties and registered with the Sub-registrar of Assurances at Mumbai under Serial No. BBE-2 - 7507 of 2016, the Developer has created an English mortgage in respect of, *inter alia*, all its right title and interest in the free sale buildings/units/flats being constructed on the area identified for the buildings known as 'Alpine' and 'Epsilon', also known as building Nos. 2 and 3, respectively, being a

- portion of the Larger Property, as shown on the plan thereto annexed, together with a charge on the receivables from the sale of the flats/units in the said building, to be held by HDFC as security for the credit/ finance facility to be given by them to the Developer in the manner specified therein. We have been informed that the said Property does not form part of the properties mortgaged unto HDFC vide the said Mortgage.
5. The Maharashtra Housing and Area Development Authority ("MHADA") has issued the Intimation of Approval ("IOA") dated 9th August, 2018 bearing No.MH/EE/BP Coll/GM/MHADA-68/046/2018 for the proposed redevelopment of building No. 5 on a portion of the Larger Property as described above. MHADA has thereafter given its no objection dated 31st August, 2018 to carry out work as per the amended plans submitted by the Developer.
 6. The Developer has furnished us with a copy of the letter bearing No.MG/157 dated 7th December, 2018 issued by Mr. Pramod N. Patil, Advocate, certifying the status of the legal proceedings, *inter alia*, in respect of the said Property and involving the Developer (hereinafter referred to as "**the said Legal Proceedings**"). We have relied upon the aforesaid letter of Mr. Pramod N. Patil as regards the said Legal Proceedings. The aforesaid letter of Mr. Pramod N. Patil is annexed hereto and marked as **Annexure "C"**.
 7. We have been furnished with various Search Reports, all dated 3rd November, 2018 issued by Mr. Manoj N. Satam in respect of searches undertaken by him in the offices of the Sub-registrar of Assurances at Mumbai for the period from 2002 to 2018, in respect of the said Property. On perusal of one of the said Search Reports, we have come across an entry pertaining to a registered Development Agreement dated 1st March, 2007 entered into between Poisar Sai Niketan CHS Ltd. in favour of M/s. Dhanashree Developers in respect of a portion of the said Property admeasuring 2332.17 sq. mts. and building Nos. 69 to 72 standing thereon. We have been informed by the Developer that the said Development Agreement was later terminated by Poisar Sai Niketan CHS Ltd. and that M/s. Dhanashree Developers no longer have any right, title and interest in the said Property, or any part thereof. However, we have not been furnished with any registered Deed of Termination/ Cancellation in that regard. We have come across the Notice of Lis Pendens registered by TCI/PL in the said Search Reports. The same appears to be in respect of the said Legal Proceedings. Save as specified above, we have not come across any other encumbrances on the said Property from the said Search Reports.

8. We have been furnished with a Search Report dated 3rd July, 2017 issued by M/s. Ankit Sethi & Associates, Company Secretaries, in respect of the searches carried out by them on the website of Ministry of Corporate Affairs in respect of the charges created by S.D. Corporation Private Limited. On perusal of the said Search Report issued by M/s. Ankit Sethi & Associates, we have not come across any encumbrance on the Larger Property (or any part thereof), save and except the said Mortgage.
9. As per the instructions of our client, the Developer herein, we have not issued Public Notice for the investigation of the title of the Developer to the development rights of the said Property.
10. We have been furnished with a copy of the updated P.R. Card in respect of C.T.S. No. 841/A/1, on which the said Property is situated. The same stands in the name of Maharashtra Housing Board, as the owner thereof.
11. By a notarized Declaration of dated 10th December 2018 executed by Mr. P. Srinivasan Iyer in his capacity as the 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 the said Federal Society and/or any of the said Societies (as defined in the said Reports on Title);
 - (b) the Developer has not created any lien, charge, mortgage or encumbrance over its development rights of the said Property granted under the said Development Agreement read with the said Deed of Rectification (as defined in the said Reports on Title), and the buildings/structures to be constructed by the Developer pursuant thereto;
 - (c) save and except as stated in the aforesaid letter of Mr. Pramod N. Patil, Advocate, being Annexure B hereto, the said Property is not the subject matter of any pending dispute, litigation, proceedings or attachment either before or after the 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) 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 by the Developer thereon in terms of the said Development Agreement read together with the said Deed of Rectification (as defined in the said Reports on Title);

12. It may be noted that:

- (a) We have not visited/ inspected any part of the said Property or the buildings constructed/ being constructed thereon;
- (b) The aspect of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and
- (c) The following has been assumed by us:
 - (i) Copies of documents/ papers provided to us are precise and genuine copies of originals;
 - (ii) Each document/ paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (d) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs Kanga and Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Supplemental Report on Title, exceed the professional fees paid by the Developer, S.D. Corporation Private Limited, to us in that behalf.

13. On the basis of and subject to what is stated hereinabove, including the said Legal Proceedings as specified in the letter of Mr. Pramod N. Patil, Advocate, 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 Schedule hereunder written in accordance with the approved plans and other permissions and approvals obtained from the relevant authorities, and to sell the flats/promises/areas in the sale building(s) 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 (as defined in the said Reports on Title).

THE SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All those pieces and parcels of land admeasuring 16,274.41 sq. mtrs. or thereabouts bearing C.T.S. No.840/A/1 and corresponding to survey No.56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, which forms part of the Larger Property admeasuring in the aggregate 42,554.40 sq. mtrs. or thereabouts (as rectified in the Second Supplemental Report on Title) bearing 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.

Dated 10th day of December, 2018.

Kanga & Company,


Partner

11/11/2014
11/11/2014
11/11/2014
11/11/2014
11/11/2014
11/11/2014
11/11/2014
11/11/2014
11/11/2014
11/11/2014

PLANNING DEPARTMENT
CITY OF LOS ANGELES
11/11/2014

11/11/2014
11/11/2014
11/11/2014

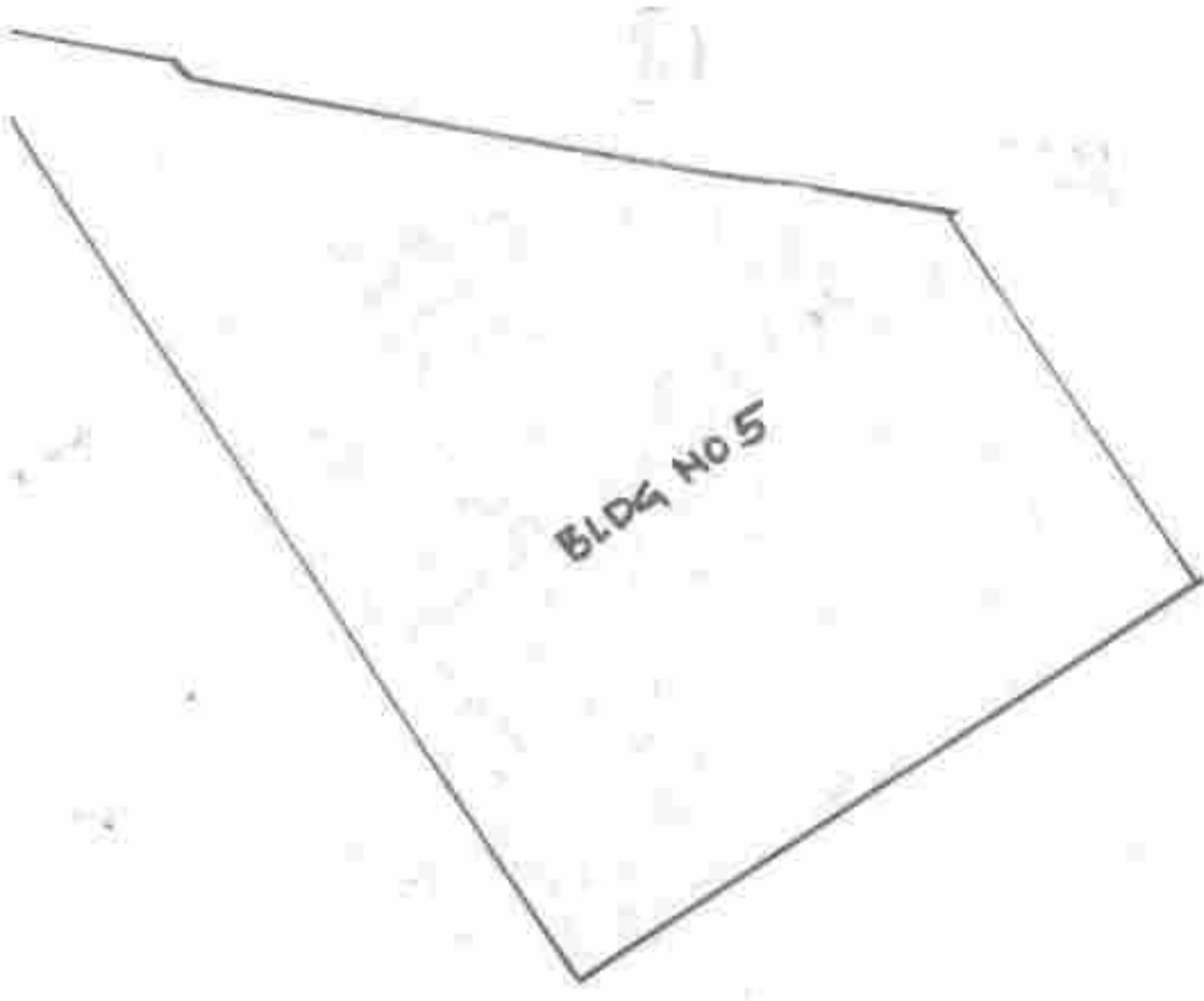
11/11/2014

11/11/2014
11/11/2014
11/11/2014

11/11/2014
11/11/2014
11/11/2014

11/11/2014

BLDG No 5



11/11/2014



11/11/2014
11/11/2014
11/11/2014

2906

SV/KSV/ /2016

SECOND 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") read with our Supplemental Report on Title bearing No. SV/6423/2013 dated 30th August, 2013, (hereinafter referred to as "the said Supplemental Report on Title") (the said Report on Title and the said Supplemental Report on Title are hereinafter collectively referred to as "the said Reports on Title") we have *inter alia* opined on the entitlement of S.D. Corporation Private Limited (herein and hereinafter referred to as "the Developer") to develop all those pieces and parcels of lands 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 Reports on Title, and sell the flats/premises/areas in the sale buildings to be constructed by the Developer thereon. Photocopies of the said Reports on Title are collectively annexed hereto and marked as Annexure 1.
2. Some of the member-societies of the said Federal Society (as defined in the said Reports on Title) have executed Tripartite Agreements with the Developer and the said Federal Society *inter alia* agreeing to observe and perform the terms and conditions of the said Development Agreement read with the said Deed of Rectification (as defined in the said Reports on Title) and declaring that the same shall be binding on them and their respective successors and assigns. The details of the said Tripartite Agreements are as follows:

| Sr. No. | Name of Society | Details of Agreement |
|---------|--|---|
| 1 | Poisar Sudarshan Co-operative Housing Society Ltd. | Agreement dated 27 th February, 2013 registered under Serial No. BRL-9/ 999 of 2013 |
| 2 | Poisar Shri Ashtavinayak Co-operative Housing Society Ltd. | Agreement dated 27 th February, 2013 registered under Serial No. BRL-9/ 1000 of 2013 |
| 3 | Poisar Vrundavan Co-operative Housing Society Ltd. | Agreement dated 2 nd March, 2013 registered under Serial No. BRL-9/ 1090 of 2013 |
| 4 | Samata Nagar Anandvan Co-operative Housing Society Ltd. | Agreement dated 4 th March, 2013 registered under Serial No. BRL-9/ 1133 of 2013 |
| 5 | Samata Nagar Guruprasad Co-operative Housing Society Ltd. | Agreement dated 4 th March, 2013 registered under Serial No. BRL-9/ 1134 of 2013 |
| 6 | Samata Nagar Shree Vakratund Co-operative Housing Society Ltd. | Agreement dated 2 nd August, 2013 registered under Serial No. BRL-7/ 6886 of 2013 |
| 7 | Samata Nagar Vinayak Co-operative Housing Society Ltd. | Agreement dated 2 nd August, 2013 registered under Serial No. BRL-7/ 6887 of 2013 |
| 8 | Poisar Varsha Co-operative Housing Society Ltd. | Agreement dated 12 th August, 2013 registered under Serial No. BRL-7/ 7170 of 2013 |
| 9 | Poisar Gharzul Co-operative Housing Society Ltd. | Agreement dated 12 th August, 2013 registered under Serial No. BRL-7/ 7172 of 2013 |
| 10 | Samata Nagar Jai Bajrang Co-operative Housing Society Ltd. | Agreement dated 12 th August, 2013 registered under Serial No. BRL-7/ 7174 of 2013 |
| 11 | Samata Nagar Shivdarshan Co-operative Housing Society Ltd. | Agreement dated 17 th August, 2013 registered under Serial No. BRL-7/ 7357 of 2013 |

3. We have been informed that the Developer is in the process of executing similar Agreements with the remaining member-societies and the same will be executed in due course. However, it appears that the member-societies have by resolutions in that regard authorized the said Federal Society to undertake redevelopment of the property and for that purpose to appoint a suitable developer on the terms and conditions deemed fit by the said

Federal Society. Therefore, in our opinion, the said Development Agreement read with the said Deed of Rectification is binding on all the member-societies, including the member-societies who have not executed Tripartite Agreements as specified in paragraph 2 above.

4. In the said Reports on Title we have set out a list of 36 (Thirty-six) member-societies of the said Federal Society 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 as defined in the said Reports on Title) and separate corresponding Sale Deeds in respect of their respective buildings standing thereon, with details of their respective land areas and buildings thereon. Further, we have referred to the 37th member-society, viz. Samata Nagar Jeevan Dhara Co-operative Housing Society Ltd., who had 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. We have been informed that the execution of the aforesaid lease deed and sale deed in favour of the said Samata Nagar Jeevan Dhara Co-operative Housing Society Ltd. is still under process.
5. After issue of the said Reports on Title, MHADA has executed a further Lease Deed and Sale Deed in favour of Poisar Venus Co-operative Housing Society Ltd., also being a member-society 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. | Name of the Society | Survey No. and C.T.S. No. | Land Area (Sq. Mtrs.) | Details of Indenture of Lease and Sale Deed |
|--------|--------------|--|--|-----------------------|---|
| 1. | 46 | Poisar Venus Co-operative Housing Society Ltd. | Part of Survey Nos.55 and 56 and C.T.S. No. 839, 840/B | 463.84 | Indenture of Lease and Sale Deed both dated 29 th November, 2013 registered under Serial Nos. BRL-2/ 8691 of 2013 and BRL-2/ 8693 of 2013, respectively. |

The term of the above Indenture of Lease is 30 (thirty) years commencing from 31st January, 1991 and the same is renewable for further periods as stated therein. In the circumstances, the aforesaid society is 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. In the said Reports on title, we have specified the aggregate area of the lands occupied by and leased in favour of the 37 societies listed therein as 43,845 sq. mts. However, the correct area is 42,091 sq. mts., which alongwith land admeasuring 463.84 sq. mts. leased in favour of Poisar Venus Co-operative Housing Society Ltd., as specified above, aggregates to 42,554.40 sq. metres or thereabouts.
7. The 38 societies referred to in paragraph Nos. 4 and 5 above are hereinafter collectively referred to as "**the said Societies**". All those pieces and parcels of lands specified in paragraph Nos. 4 and 5 above, admeasuring in the aggregate 42,554.40 sq. metres or thereabouts together with about 110 buildings thereon are more particularly described in the **Second Schedule** hereinafter written (in the said Report on Title and hereinafter collectively referred to as "**the said Property**").
8. We have now been requested by the Developer to issue a Second Supplemental Report on Title in respect of the said Property.
9. The Developer has furnished us with a copy of the letter bearing No. MC/157 dated 13th April, 2016 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**.
10. 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.
11. 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.
12. We have been furnished with Search Report dated 2nd February, 2016 issued by Mr. Manoj N. Satam in respect of searches undertaken by him in

the offices of the Sub-registrar of Assurances at Borivli and Goregaon for the period from 2013 to 2016, in respect of the said Property and have not found any encumbrances on the said Property.

13. Under instructions of our clients (the Developer), we have not issued any Public Notice in Newspapers for the investigation of the title to the said Property.
14. By a notarized Declaration dated 1st April, 2016 executed by Mr. Vishwas More, 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 said buildings to be constructed on the said Property in terms of the said Development Agreement read with the said Deed of Rectification.
15. It may be noted that:
 - (a) We have not visited/ inspected any part of the said Property or the buildings constructed/ being constructed thereon;

- (b) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same, and
- (c) The following has been assumed by us:
- (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
- (ii) Each document/paper has been signed/ executed by person/ purporting to sign/ execute the same and such person has full authority and power to do so; and
- (d) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Supplemental Report on Title, exceed the professional fees paid by the Developer, S.D. Corporation Private Limited, to us in that behalf.
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 in accordance with the approved plans and other permissions and approvals obtained from the relevant authorities; and to sell the flats/premises/areas in the said 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 measuring 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 Poisar, Taluka Porivali, 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 42556.40 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 28th day of April, 2016.

Kanga & Company,

S. K. Kanga

Partner

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. Also, in view of the said Report on Title, MHADA has executed further Lease Deeds and Sale Deeds in favour of 5 other member-societies of the "Samata Nagar Co-operative Housing Societies Union Limited" registered under the Maharashtra Co-operative Societies Act, 1960 under Regs. No. BOM/W-R/HS(OH)/3246/1987-88 having it's office at 25/486, Vaidya Dargha, Samata Nagar, Kandivli (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. (FWS) | Part of Survey No.56 and Part of CTS No.840. | 1034.94 | Indenture of Lease and Sale Deed both dated 25 th August, 2011 registered under Serial Nos. BDR-16 / 8132 of 2011 and BDR-6 /8135 of 2011 respectively. |
| 2. | 106. | Samata Nagar Sri 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. | 591.00 | 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. |

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 Mandya under Serial No. 581-5/8915 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, Advocate 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 secret clerk, Mr. D. K. Patil caused necessary further records 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 21st August, 2013 executed by Mr. Sarathnaran 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 (together 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 under 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 for 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 measuring 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 Poisar, Taluka Barivali, Mumbai Suburban District, situate at Kandivall (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 measuring in the aggregate 11,845 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 Barivali, Mumbai Suburban District, situate at Kandivall (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, 2015.

Kanga & Company,


Partner

1000000

SV 1531 /2011

REPORT ON TITLE

Re: All those pieces or parcels of lands adjoining in the adjacent (D.145) of survey or townships forming part of C.T.S. Nos. 839 and 840 and corresponding to part of survey Nos. 55 and 56 of Village Panch, Taluka Borival, Mumbai Suburban District together with buildings comprised therein, situated at Kandivli (East), Mumbai 400 131.

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 measuring 2,11,807.50 sq. cm. or townships bearing C.T.S. Nos. 839 to 840 and corresponding to Survey Nos. 55 and 56 of Village Panch, Taluka Borival, Mumbai Suburban District, situate at Kandivli (East), Mumbai 400 131 (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 12 of the MHADA Act, had a scheme of construction of tenements, allotment and use 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 leasing 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 buildings-wise co-operative housing societies under the Maharashtra Co-operative Societies Act, 1960. One of the aforesaid co-operative housing societies, certain co-operative housing societies have formed and registered a federation/ association by the name of "Kandivli Co-operative Housing Societies Union, Limited" under the Maharashtra Co-operative Societies Act, 1960 under Regn. No.

P/2017-2018/01/2142/57381. Under D's order of 25/02/2018, Maharashtra Revenue Board, Mumbai (196), Mumbai - 400 011, Mumbai, referred to as "the said Federal Society", and at least 15 co-owners/holding societies are members of the said Federal Society.

6. MHADA has received 11 separate lease deeds with respect to certain portions of the Larger Land and has also executed 11 corresponding sale deeds for the buildings, situated in the above portions of the Larger Land, in favour of 11 member societies of the said Federal Society, & or for its erst/ previous consideration and subject to conditions and covenants 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 | Priya Neel Karkal CHS Ltd. (LTD) | Part of Survey No. 56 and Part of CTS No. 8-10 | 1416.90 | Indenture of Lease and Sale Deed both dated 18 th November, 1988 registered under Serial Nos. P/BDR/2/5144/1988 and P/BDR/2/5144/1988 respectively. |
| 2 | 52 & 53 | Santia Nagar Sol Chhaya CHS Ltd. (LTD) | Part of Survey No. 56 | 438.00 | Indenture of Lease and Sale Deed both dated 14 th August, 1997 registered under Serial Nos. P/BDR/2/2082/1997 and P/BDR/2/2084/1997 respectively. |
| 3 | 54 to 57 | Santia Nagar Sol Pleasant CHS Ltd. (LTD) | Part of Survey Nos. 55 and 56 and Part of CTS No. 8A1 | 2258.35 | Unregistered Indenture of Lease and Sale Deed registered under Serial No. P/BDR/2/27-7/1997 both dated 17 th October, 1997. |
| 4 | 58 to 61 | Priya Adarsh CHS Ltd. (LTD) | Part of Survey Nos. 55 and 56 and Part of CTS No. 8-10 | 2217 | Indenture of Lease and Deed of Sale both dated 25 th September 1997 registered under Serial Nos. P/BDR/2/6490/997 and P/BDR/2/6491/997 respectively. |
| 5 | 62 to 65 | Priya Panchali CHS Ltd. | Part of Survey Nos. 55 and 56 and Part | 2215.45 | Indenture of Lease and Deed of Sale both dated 26 th October, 1997 registered under Serial Nos. |

| | | Ind. Lit. | of CTS No. 55 & 56 | | P/BDR/2/294/1998 P/BDR/2/204/1998 (respectively). |
|----|----------|---|---|---------|---|
| 6 | 66 | Poisar Anandhama CHS Ltd. (LIC) | Part of Survey No. 55 and Part of CTS No. 56 | 177.54 | Indenture of Lease and Deed of Sale both dated 19 th August 1997 registered under Serial Nos. P/BDR/2/19/1997 and P/BDR/2/21/1997 respectively. |
| 7 | 68 & 70 | Poisar Nivastri CHS Ltd. (LIC) | Part of Survey No. 56 and Part of CTS No. 56 | 2322.17 | Indenture of Lease and Deed of Sale both dated 1 st January 1997 registered under Serial Nos. P/BDR/2/213/1999 and P/BDR/2/217/1999 respectively. |
| 8 | 73 & 74 | Sonala Nage Sheetal CHS Ltd. (LIC) | Part of Survey No. 56 | 607 | Indenture of Lease and Deed of Sale both dated 31 st August, 1997 registered under Serial Nos. P/BDR/2/2147/1997 and P/BDR/2/2148/1997 respectively. |
| 9 | 75 & 76 | Poisar Dnyanesh CHS Ltd. (LIC) | Part of Survey No. 56 and Part of CTS No. 56 | 593.67 | Unregistered Indenture of Lease and Deed of Sale registered under Serial No. P/BDR/2/104/1997 both dated 1 st August, 1997 |
| 10 | 77 to 80 | Poisar Yogeshwar CHS Ltd. (LIC) | Part of Survey No. 55 and Part of CTS No. 56 | 2466.38 | Indenture of Lease and Sale Deed both dated 11 th March 1998 registered under Serial Nos. P/BDR/2/858/1998 and P/BDR/2/859/1998 respectively. |
| 11 | 81 to 84 | Poisar Shikharaj CHS Ltd. (LIC) | Part of Survey No. 56 and Part of CTS No. 56 | 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/2/909/1998 respectively. |
| 12 | 85 to 86 | Poisar Abhilasha CHS Ltd. (LIC) | Part of Survey No. 56 and Part of CTS No. 56 | 390.77 | Indenture of Lease and Deed of Sale both dated 28 th August, 1997 registered under Serial Nos. P/BDR/2/2226/1997 |

| | | | CTS No. 840 | | and PWDR/2228/1997 respectively. |
|----|-----------|--------------------------------------|--|---------|---|
| 13 | 82, 83 | Panna Pradyogali CTS Ltd. (SDF) | Part of Survey No. 56 and Part of CTS No. 840 | 358.69 | Indenture of Lease and Sale Deed both dated 28 th August 1997 registered under Serial Nos. P/BDR/2/222/1997 and P/BDR/2/222/1997 respectively. |
| 14 | 85 | Panna Leona CTS Ltd. (LDF) | Part of Survey No. 56 and Part of CTS No. 840 | 451 | Indenture of Lease and Sale Deed both dated 21 st December 1958 registered under Serial Nos. P/BDR/2/511/1958 and P/BDR/2/516/1958 respectively. |
| 15 | 90 to 92 | Panna Sewahar CTS Ltd. (LDF) | Part of Survey No. 56 and Part of CTS No. 840 | 1096.30 | Unregistered indenture of Lease and Deed of Sale both dated 5 th April, 2000. |
| 16 | 94 to 96 | Sarna Nagar Charanmal CTS Ltd. (LDF) | Part of Survey Nos. 55 and 56 and Part of CTS Nos. 839 & 840 | 1583.92 | Indenture of Lease dated 25 th August, 1989 and Sale Deed dated 13 th August, 1988 registered under Serial Nos. P/BDR/2/2534/1988 and P/BDR/2/2533/1988 respectively. |
| 17 | 97 | Sarna Nagar Sapra CTS Ltd (LDF) | 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/BDR/16/8468/2010 and P/BDR/16/8405/2010 respectively. |
| 18 | 101 & 102 | Panna Vardh CTS Ltd. (LDF) | Part of Survey No. 56 and Part of CTS No. 839 | 692.10 | Indenture of Lease and Sale Deed both dated 20 th June 1997 registered under Serial Nos. P/BDR/2/154/1997 and P/BDR/2/156/1997 respectively. |
| 19 | 99 & 104 | Damodar Agrahar CTS Ltd. (LDF) | Part of Survey No. 56 and Part of CTS | 888.52 | Indenture of Lease and Deed of Sale both dated 2 nd May 2010 registered under serial Nos. P/BDR/16/5713/2010 and P/BDR/16/5234/2010 |

| | | | No.846 | | respectively |
|----|-----------------------|--|--|---------|---|
| 20 | 103 | Prasad Vandana CHS Ltd. (LIC) | Part of Survey No.55 and Part of CTS No.839 | 149.55 | Indenture of Lease and Deed of Sale both dated 12 th November, 2003 registered under serial Nos. PDR/65/022/2002 and PDR/65/021/2002 respectively. |
| 21 | 105 | Santoshini Jal. Durgay CHS Ltd. (LIC) | Part of Survey No.56 and Part of CTS No.840 | 117 | Indenture of Lease and Deed of Sale both dated 2 nd August 2010 registered under serial Nos. PDR/16/839/2010 and PDR/16/836/2010 respectively. |
| 22 | 107, 108, 110, 111 | Pesum Panchal CHS Ltd. (LIC) | Part of Survey No.54 and Part of CTS No.838 | 2341.08 | Indenture of Lease and Sale Deed both dated 11 th November, 1998 registered under Serial Nos. PDR/2/501/1998 and PDR/2/501/1998 respectively. |
| 23 | 109 | Sarasa Nagar Ltd Kijna CHS Ltd. (LIC) | Part of Survey No.53 and Part of CTS No.839 | 747.50 | Indenture of Lease and Sale Deed both dated 21 st November, 1996 registered under Serial Nos. PDR/2/427/1996 and PDR/2/427/1996 respectively. |
| 24 | 112, 114, 115 | Santoshini Rudreshan CHS Ltd. (LIC) | Part of Survey No.56 and Part of CTS No.840 | 1463.50 | Indenture of Lease and Deed of Sale both dated 1 st May 2010 registered under serial Nos. BDR 16/523/2010 and BDR 16/523/2010 respectively. |
| 25 | 117 | Santoshini Jal. Bhawan CHS Ltd. (LIC) | Part of Survey No.56 and Part of CTS No.840 | 584.20 | Indenture of Lease and Deed of Sale both dated 4 th August 2010 registered under serial Nos. BDR 16/840/2010 and BDR 16/840/2010 respectively. |
| 26 | 116 | Sarasa Nagar | Part of Survey | 641.25 | Indenture of Lease and Sale Deed both dated 12 th |

| | | | |
|--|--|--------------------------|---|
| | | Part of CTS No 840 | Nos. 19/1135/2/2003/30/300 and 2/00135/2/2003/30/300 respectively |
|--|--|--------------------------|---|

The term of 96 years of the aforesaid leases were commencing between the years 1882 to 1986 (except the lease in favour of Palsur Vridhavesa 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 35 societies are seized and possessed of or otherwise well and sufficiently entitled to their respective household 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) societies of the said Federal Societies have made payment of the premium and consideration to MRADA in order to obtain lease deeds and sale deeds for their respective portions of the Larger Land and the buildings thereon and the issuance of the aforesaid lease deeds and sale deeds (hereinafter referred to as "the said societies").

| Sl. No. | Building No(A) | Name of the Society | Survey No. and C.T.S. No. | Land Area (Sq. Mtrs.) |
|---------|----------------|--|--|-----------------------|
| 1 | 131 to 142 | Palsur-Gandhal CHS Ltd. (LIG) | Part of Survey No.56 and Part of C.T.S. No.840 | 22*1.27 |
| 2 | 105 | Samsat Nagar San Swastik CHS Ltd. (LIG) | Part of Survey No.56 and Part of C.T.S. No.840 | 161.89 |
| 3 | 48 B & 49 | Samsat Nagar Jeevan Dhara CHS Ltd. (LIG) | Part of Survey No.56 and Part of C.T.S. No.840 | 192.70 |
| 4 | 100 | DESI Seema CHS Ltd. (LIG) | Part of Survey No.56 and Part of C.T.S. 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 household portions of the Larger Land and the buildings standing thereon subject to their obtaining their respective lease deeds and sale deeds from MRADA.

10. The 37 societies referred to in paragraphs Nos. 6 and 8 above are hereinafter collectively referred to as "the said societies". All these premises and portions of lands specified in paragraphs Nos. 8 and 8 above administered in the aggregate 43,645 sq. metres of landholdings together with about 113 buildings standing thereon are more particularly described in the Record-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 21st January 1998 entered between the said Federal Society as the Union of the Owners of the One Part and Truly Creative Developers Private Limited as the Developer 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, if or for the consideration and on the terms and conditions specified 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. 881/543/1999, 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, that are to be constructed thereon, in the manner specified therein.

13. Pursuant to the above Agreement for Development dated 21st 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. From the year 2006 there was no progress or resumption 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. 2879 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 indicated one M/s. Laxmi Sabha Properties Private Limited (hereinafter referred to as "the said LSPPL") as the sub-developer. Even after indicating the said LSPPL, there was no progress either in lifting the stop work actions set aside or withdrawal for legally resuming the construction. The said TCDPL terminated the services of the said LSPPL on the ground that the said LSPPL had started claiming itself to be the actual developer instead of sub-developer appointed by the said TCDPL.

17. The matter in or around January 2007 the said Federal Society terminated the aforesaid Development Agreement dated 21st January 1998 with the said TCDPL and cancelled/revoked the aforesaid Powers of Attorney dated 29th November 1999.

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

20 The said Federal Society on 1st January, 2007, the managing committee of said Federal Society was authorized to authorize the Indian legal committee for executing the Developer via 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 right in respect of the Larger Property in the manner, as or for the consideration and on the terms and conditions imposed therein. By a Deed of Confirmation dated 28th October 2010 (with the original of the said Development Agreement enclosed 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. MR/C/6(114)/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 in proof.

20. By and under a notarized 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 and of the flats/premises areas in the said buildings, in the nature therein contained.

21. The said TUEPL 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 with the Resolution passed at the Special General Body Meeting dated 2nd January, 2007 of the said Federal Society.

22. Subsequent to the termination of the appointment of the said TUEPL, the said Federal Society prayed for withdrawal of the aforesaid Writ Petition No.2279 of 2006 with respect to make representation before the MHA and a view thereof was obtained from the Hon'ble Bench of the Hon'ble Bench High Court by order dated 7th 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 MHA.

23. Pursuant to the aforesaid order dated 12th of March 2007 of the Hon'ble Bench High Court, the said Federal Society (joined by the Developer i.e. S. D. Corporation Private Limited) along with the TUEPL and the said LUEPL, were asked to submit their representation along with their say on 12th June 2007. Accordingly, on 12th June, 2007 a hearing was taken 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 was held the said Federal Society as eligible and entitled for redevelopment in accordance with the terms and conditions as set down in an objection granted by MHA. Mumbai Times and subject to the completion of the said said work

other conditions as may be imposed by MHADA/Karnataka District Institute of Town Planning with the policy of MHADA in the relevant matter.

24. The Developer paid a gratuity/penalty of Rs.525 Crores to MHADA as required and also got the stop work/stop order withdrawn or set aside by the concerned authorities.

25. The said TCDPL has filed S.C. Suit No. 1267 of 2008 (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 2007 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 or unencumbered by section 33A of the Transfer of Property Act, 1882; there was no impediment in the way of the said Federal Society in constituting the developmental agreement and power of attorney granted to the said TCDPL and there is hardly any chance of success 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 reconstruction/ redevelopment of portions of the said Property to the said Federal Society.

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

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

29. It is noticed Declaration of assets date submitted by Mr. Sushra Khanna in her capacity as a Director of the Developer viz. K.D. Corporation Private Limited, it has been *deemed*, declared, that:

- (a) The developmental rights of the Developer in the said Property are not encroached and/or challenged by said Federal Society and/or any of the said Societies;
- (b) The Developer has not created any lien, charge, mortgages or encumbrances over its developmental 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 2008 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 issued 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, tribunal, authority or body from developing the said Property and/or selling/ transferring the same.

- (6) proposed / shown in the site drawings as the component of the said Property in terms of the said Development Agreement; and
- (7) On the basis of the certificate dated 19th February 2007 issued by the Developer's Architect Mr. Anil Kulkarni the approximate cost was available for redevelopment project of the Larger Property at 2,49,350 sq. metres out of which approximately 37,329 sq. metres (15%) at cost of commercial use 2,11,951 sq. metres has to be used for residential use, which sums 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 hereinafter written and sell the flats/apartments in the said 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 plots and parcels of lands measuring 2,13,867.32 sq. metres or thereabouts bearing C.T.S. Nos. 337 to 349 and corresponding to Survey Nos. 35 and 56 of Village Panch. Taluka Borival, Mumbai Suburban District, situated at Kandivli (East), Mumbai, 400 101 together with about 166 buildings comprising a terrace.

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

All those plots and parcels of lands measuring in the aggregate 43,545 sq. metres or thereabouts forming part of C.T.S. Nos. 339 and 340 and corresponding to part of Survey Nos. 35 and 56 of Village Panch. Taluka Borival, Mumbai Suburban District, situated at Kandivli (East), Mumbai 400 101 together with about 115 buildings standing therein (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 plots and parcels of lands and buildings (thereon) form part of the Larger Property described in the first Schedule hereinafter written.

Dated 11th day of February, 2011.

Kang & Company

Partners

MR. GHELANI
NOTARY UNION OF INDIA

MR. GHELANI

V.P. ADVANI



Law Charter

Registered

ADVOCATES, SOLICITORS & NOTARY

IN REPLY PLEASE QUOTE REF. NO.

MG/452 DATE
TO WHOMSOEVER IT MAY CONCERN

Re: Redevelopment by M/S S.D. CORPORATION PVT LTD
of properties forming parts of CTS NOS 837 TO 840, bearing
corresponding Survey No. 55 & 56 of village Polisar, Taluka
Borivali, situated at Kandivali (East) Mumbai 400 101 devised by
the Owner MHADA 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 intitled 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 NM No 1374 of 2007 in MCOCA Suit No. 1782 of 2008 (1065/2007) on 6th October 2008 not to permit any construction on the said property for a period of 10 weeks therefrom and not 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 1690 of 2008, the said order was stayed. An S.L.P. bearing no. 14566/2009 preferred there against in 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 1782/2003 itself has been dismissed. With Petition No 4912/2011 preferred there against, it 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.C.C. being Suit No 1267 of 2009 by Taty 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.C.C. being Appeal No 47 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 11th day of August 2013.

For Messrs Law Charter

Partner

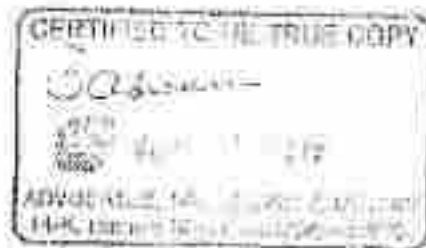
Annexure

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. (1055/2007) 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 6.11.2008 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. 1690 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) bearing No. 14556/2009 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 |
| (c) | Civil Application No. 23636 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. 1297 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 14 th 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 16 th August, 2011 - Appeal Dismissed |

| | | | |
|-----|--|--|---|
| | Developers Pvt. Ltd. (Red) Appeal bearing No. 32 of 2011 in Notice of Motion No. 1948 of 2009 | Vs. Suzuki Nagar Union & Others | |
| (c) | Aggrieved by Order dated 10.8.2011. Truly Creative Developers Pvt. Ltd. (Red) Special Leave Petition No. 28594 of 2011 | M/s. Truly Creative Developers Pvt. Ltd. Vs. Suzuki Nagar Union & Others | On 2/12/2011 the matter has been disposed. |



Annexure II

M.K. GHELANI
MEMBER, UNION DE MUMBAI

M.M. GHELANI

VRL ADVANI



Law Charter

Registered

ADVOCATES, SOLICITORS & NOTARY

IN REPLY PLEASE QUOTE REF NO

DATE 13/04/16

MG/15/2

TO WHOMSOEVER IT MAY CONCERN

Ref: Redevelopment by M/S S.D.CORPORATION PVT.LTD of properties forming parts of C.T.S,NOS 837 TO 840 bearing corresponding Survey Nos. 55 & 56 of village Poisar, Taluka Borivli, situate at Kandiyall (East) Mumbai 400 191 demised by the Owner MHADA to various Societies being the members of SAMATANAGAR CO-OP HSG SOCIETY UNION LTD. by M/S S.D.CORPORATION PVT 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. We have perused copies of the relevant pleadings filed in the Hon'ble Courts and orders passed in the said Legal Proceedings. Position emerging therefrom can be summarized as under:

- (a) An order was passed by the BCCC in N/M No.1374 of 2007 in Suit No 1782/2008 on 6th October 2008 not to make any construction on the suit property and had passed further orders resulting into impediment in our Client carrying out redevelopment.
- (b) However, in 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. preferred there against to the Hon'ble S.C. was dismissed on 13/07/2009. The said A.O. was disposed off

by an order dated 09/10/2011 on a statement that the Appeal has become infructuous as the suit itself has been disposed off.

- (e) 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. Will Petition No 4912/2011 preferred there against by the original Plaintiff Truly Creative Developers Pvt Ltd is pending admission.
- (f) In the meanwhile, a suit has been 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 relief and which came to be disposed of by an order dated 1st July 2009 dismissing the same. An Appeal preferred there against to the Hon'ble T.B. of B.H.C. being Appeal No 42 of 2011 has not been entertained and disposed off. An SLP preferred there against to the Hon'ble S.C. of India being SLP no 28994/2011 has been dismissed by an order dated 22/12/2011. The said suit however is pending. Written Statement on behalf of our client has been filed therein.

3. In the premises, the above referred papers and proceedings 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 April 2016

For Messrs Law Charter

Partner

Pramod N. PatilB.Com., LL.B.
Advocate, High Court, MumbaiOffice : 2-B, 11th Floor,
35, Ambalal Doshi Marg,
(Haram Street), Fort,
Mumbai - 400 001.
Tel. : 022 2262 2807**TO WHOMSOEVER IT MAY CONCERN**

Ref: Redevelopment by M/S S.D. Corporation Pvt. Ltd. of Properties forming parts of C.T.S. NOS 837 to 840 bearing corresponding Survey Nos. 55 to 56 of Village Poisar, Taluka Horiwali, situate at Kandivall (East), Mumbai 400 101 demised by the owner MHADA to various societies being the members of SAMATANAGAR CO-OP HSG SOCIETY UNION LTD, by M/S S.D. Corporation Pvt. Ltd.

1. 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. We have perused copies of the relevant pleadings filed in the Hon'ble Courts and orders passed in the said legal proceedings. Position emerging therefrom can be summarized as under.

(a) An order was passed by the B.C.C.C. in NM No. 1374 of 2007 in suit no. 1782/2008 on 6th October 2008 not to make any construction on the suit property and had passed further orders resulting into impediment in our client carrying out redevelopment.

(b) However, in Appeal there against, being A.O. No. 1306 of 2008, in the Civil Application thereon bearing No. 1600 of 2008, the said order was stayed. An SLP preferred there against to the Hon'ble S.C. was dismissed on 13/07/2009. The said AO was disposed off by an order dated 09/10/2011 on a statement that the Appeal has become infructuous as the suit itself has been disposed off.

(c) On a Notice of Motion taken out in the said suit for the dismissal thereof being NM No. 1285/2009, the said B.C.C.C. Suit No. 1782/2008 itself has been dismissed. A Writ Petition No.

PRAMOD N. PATIL
B.Com., LL.B.
ADVOCATE HIGH COURT BOMBAY
2-B, 11th FLOOR,
35, AMBALAL DOSHI MARG,
FORT, MUMBAI - 400 023.

4912/2011 preferred there against by the original Plaintiff Truly Creative Developers Pvt. Ltd before the Hon'ble Bombay High Court, has been withdrawn on 02.09.2016.

(d) In the meanwhile, a suit has been filed in the Hon'ble High Court of Bombay being suit no: 1367 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 1st July 2009 dismissing the same. An Appeal preferred there against to the Hon'ble Division Bench of Bombay High Court being Appeal No. 42 of 2011 has not been entertained and disposed off. An Special Leave Petition (S.L.P) preferred there against the Hon'ble Supreme Court of India being Special Leave Petition (S.L.P) No. 28994/2011 has been dismissed by an order dated 2/12/2011. The said suit however is pending. Written Statement on behalf of our client has been filed therein.

(e) One Chamber Summons No. 314 of 2013 was filed by M/s. Lakh Shubh Properties Pvt. Ltd for impleading them as Party defendant in the said Suit. The said Chamber Summons was dismissed by an order dated 13/12/2017 by the Hon'ble Bombay High Court.

(f) Against the aforesaid order dated 13th December, 2017, M/s Lakh Shubh Properties Pvt. Ltd. preferred an appeal bearing Appeal No.162 of 2018 before the Division Bench of the Hon'ble Bombay High Court. By order dated 6th August, 2018 the Hon'ble Court was pleased to dismiss the appeal for non-prosecution. For recalling of the said order dated 6th August, 2018 the M/s Lakh Shubh Properties has filed a Chamber Summons (Lodging) No.122 of 2018, which is pending.

2. In the premises, the above referred papers and proceedings 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: 7th December, 2018.


Prasad Pali
Advocate

M. S. PATIL
B.Com., LL.B.
ADVOCATE HIGH COURT, BOMBAY
B-8, 2ND FLOOR
33, ANEKAJI Dوشي MARG,
FORT, (MUMBAI) - 400 023.