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ADVOCATES, SOLICITORS & NOTARY

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NL/DJM/10723/2749/2016

TITLE REPORT

Re: All that piece or parcel of land admeasuring 15,577.52 square meters or thereabouts bearing CTS Nos. 52 (part) and 53 (part) of Village Chembur Taluka Kurla, lying being and situate at Sahakar Nagar - II Chembur, Mumbai 400071 in the Registration Sub District of Bandra and District of Bombay City ("the said Land").

We have been requested by our client, Godrej Redevelopers (Mumbai) Private Limited ("Godrej") to investigate the title of Godrej with respect to the said Land.

A. STEPS:

With respect to the investigation of title, we have undertaken the following steps:

1. Perused the original title deeds with respect of the said Land in the year 2013 and list thereof is annexed hereto and marked as **Annexure - "A"**.
2. For the purpose of this Report we have conducted a search (through Search Clerk Ashish Jhaveri) at the Sub-Registrar of Assurances at Mumbai for the last fifty three years i.e from 1963 to 2015. The search reports for the search conducted through Search Clerk Ashish Jhaveri at the Sub-Registrar of Assurances at Mumbai is dated 28thDecember 2012 and 28th February 2015 and these search reports are subject to the records being torn at the concerned Sub-Registrar's office. A list of documents reflected in the search reports are annexed hereto as **Annexure "B"**.
3. Examined the property register card for CTS No. 52, CTS Nos. 52/2 to 52/94, CTS No.53 and CTS Nos. 53/1 to 99.
4. We have not administered any independent requisitions on title.
5. We had issued public notices dated 15th March 2013 in the following newspapers (i) Economic Times and (ii) Navshakti, to invite any objections and/or claims with respect to the rights of the Participating Societies (as defined below) to their respective portions of the said Land. We have not received any claims in respect of the same. Subsequently, we have also issued public notices (i) dated 11th May, 2015 in the Free Press Journal, Mumbai Edition and (ii) dated 12th May, 2015 in

newspaper Navshakti to invite any objections and/or claims with respect to the rights of Godrej to develop the said Land. We have not received any claims in respect of the same.

6. We have taken a Declaration from Godrej dated February, 2016 with respect to the facts which cannot be otherwise ascertained from the public records.

B. CHAIN OF TITLE:

1. Maharashtra Housing and Development Authority ("**MHADA**") is the owner of the said Land. MHADA has constructed 25 (twenty - five) buildings (collectively referred to as "**Buildings**") thereon comprising a total of 200 tenements therein. A list of the Buildings on the said Land and the tenements contained in each of them is annexed hereto and marked as Annexure "C"
2. MHADA has executed the following lease deeds and sale deeds in favour of the following co-operative societies registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, the details whereof are stated herein below:-

2.1. Sahakar Nagar II Shantivan Cooperative Housing Society Limited
("Shantivan Society").

- 2.1.1. The Shantivan Society bears registration no. BOM(W-M)/HSG(OH)/7565/93-94 vide its certificate of incorporation dated 21st September, 1993.
- 2.1.2. MHADA has constructed buildings bearing nos. A-1, A-2, A-12 and A-13 ("**Shantivan Buildings**") comprising 34 (thirty-four) tenements on the Shantivan Land (as defined hereinafter).
- 2.1.3. By and under an Indenture of Lease dated 28th July 1998 ("**Shantivan Lease**") registered with the Sub-Registrar, Bandra bearing Serial No. PBDR-3/1151/98 and Serial No. PBDR-3/1152/98 executed between MHADA (therein referred to as the Lessor/Authority of the one part) and the Shantivan Society (therein referred to as the Society, of the other part), MHADA has demised unto the Shantivan Society all that piece or parcel of land admeasuring 2639.57 square meters and bearing Survey No.14 (part) corresponding to CTS No. 53 (part 1 to 18) and CTS No. 53 (part 59 to 74) situated at Sahakar Nagar-2 Chembur in the Registration Sub District of Bandra and District of Bombay City,

and more particularly described in the Shantivan Lease ("**Shantivan Land**"). The Shantivan Land is leased to the Shantivan Society for the consideration and on such terms and conditions as stated therein for a term of ninety/ ninety - nine years with effect from 1st July 1990.

2.1.4. By and under a Deed of Sale dated 28th July 1998 ("**Shantivan Sale Deed**") registered with the Sub - Registrar, Bandra at Serial No. PBDR-3/1149/98 and PBDR-3/1150/98 executed between MHADA (therein referred to as the Vendor/Authority of the one part) and Shantivan Society (therein referred to as the Purchaser/Society of the other part), MHADA has conveyed the Shantivan Buildings situated on the Shantivan Land to the Shantivan Society in the manner as stated therein.

2.2. Sahakar Nagar Vibhag II Shantinath Cooperative Housing Society Limited ("**Shantinath Society**").

2.2.1. The Shantinath Society bears registration no. BOM (W-M)/HSG(OH)/6327/92-93 vide its certificate of incorporation dated 23rd October, 1992.

2.2.2. MHADA has constructed buildings bearing no. A-3, A-4, A-10 and A-11 ("**Shantinath Buildings**") comprising 32 (thirty-two) tenements on the Shantinath Land (as defined hereinafter).

2.2.3. By and under an Indenture of Lease dated 9th December 1999 ("**Shantinath Lease**") registered with the Sub - Registrar, Kurla bearing Serial No. PBDR-3/2919/99 and Sub-Registrar Bandra bearing Serial No. PBDR-3/2920/99 executed between MHADA (therein referred to as the Lessor/Authority of the one part) and the Shantinath Society (therein referred to as the Society, of the other part), MHADA has demised unto the Shantinath Society, all that piece and parcel of land admeasuring 2678.49 square meters and bearing Survey No.14 (part) corresponding to CTS No.53 (part) at Sahakar Nagar, Chembur in the Registration Sub District of Bandra and District of Bombay City, and more particularly described in the Shantinath Lease ("**Shantinath Land**"). The Shantinath Land is leased to the Shantinath Society for the consideration and on such terms and conditions as stated therein.

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The lease is for a period of 99 (ninety-nine) years commencing from 1st September 1959.

2.2.4. By and under a Deed of Sale dated 9th December 1999 ("**Shantinath Sale Deed**") registered with the Sub - Registrar, Kurla bearing Serial No. PBDR-3/2921/99 and Serial No. PBDR-3/2922/99 executed between MHADA (therein referred to as the Vendor/Authority of the one part) and the Shantinath Society (therein referred to as the Purchaser/Society of the other part), MHADA has conveyed the Shantinath Buildings situated on the Shantinath Land to the Shantinath Society in the manner as stated therein.

2.3. Sahakar Nagar II Panchsheel Co-operative Housing Society Limited
("Panchsheel Society").

2.3.1. The Panchsheel Society bears Registration No. BOM(W-M)/HSG(O.H)/6328/92-93 vide its certificate of incorporation dated 23rd October, 1992.

2.3.2. MHADA has constructed buildings bearing nos. A-5, A-6, A-7, A-8 and A-9 ("**Panchsheel Buildings**") comprising of 40 (forty) tenements on the Panchsheel Land (as defined hereinafter).

2.3.3. By and under an Indenture of Lease dated 8th August 1997 ("**Panchsheel Lease**") registered at Serial No. PBDR-3/1185/97 and PBDR-3/1186/97 executed between MHADA (therein referred to as the Lessor/Authority of the one part) and the Panchsheel Society (therein referred to as the Society, of the other part), MHADA has demised unto the Panchsheel Society all that piece or parcel of land admeasuring 3232.27 square meters and bearing Survey No.14(part) corresponding to CTS No.53(part) at Sahakar Nagar - 2 Chembur in the Registration Sub District of Bandra and District of Bombay City and more particularly described in the Panchsheel Lease ("**Panchsheel Land**"). The Panchsheel Land is leased to the Panchsheel Society for the consideration and on such terms and conditions stated therein for a term of the ninety / ninety - nine years with effect from 1st July 1990.

2.3.4. By and under a Deed of Sale dated 8th August 1997 ("**Panchsheel Sale Deed**") registered at Serial No. PBDR-3/1187/97 and PBDR-

3/1188/97 executed between MHADA (therein referred to as the Vendor/Authority of the one part) and the Panchsheel Society (therein referred to as the Purchaser/Society of the other part), MHADA has conveyed the Panchsheel Buildings situated on the Panchsheel Land to the Panchsheel Society in the manner as stated therein.

2.4. Sahakar Nagar II Priyadarshini Co-operative Housing Society Limited
("Priyadarshini Society")

2.4.1. The Priyadarshini Society bears registration no. BOM(W-M)/HSG(O.H)/7582/93-94 vide its certificate of incorporation dated 6th November, 1993.

2.4.2. MHADA has constructed buildings bearing nos. A-14, A-15, A-16, A-24 and A-25 ("**Priyadarshini Buildings**") comprising of 38 (thirty-eight) tenements on the Priyadarshini Land (as defined hereinafter).

2.4.3. By and under a registered Indenture of Lease dated 7th December, 1998 ("**Priyadarshini Lease**") registered with the Sub – Registrar Kurla bearing Serial No. PBDR-3/1756/98 and at Sub – Registrar, Bandra bearing Serial No. PBDR-3/1757/98 executed between MHADA (therein referred to as the Lessor/Authority of the one part) and the Priyadarshini Society (therein referred to as the Society, of the other part), MHADA has demised unto the Priyadarshini Society all that piece and parcel of land admeasuring 2645.21 square meters and bearing Survey No.14(part) corresponding to CTS No.52(part) at Sahakar Nagar - 2 , Village Chembur in the Registration Sub District of Kurla/Bandra and District of Bombay City and more particularly described in the Priyadarshini Lease ("**Priyadarshini Land**"). The Priyadarshini Land is leased to the Priyadarshini Society for the consideration and on such terms and conditions as stated therein for a term of ninety / ninety - nine years with effect from 1st July 1990.

2.4.4. By and under a Deed of Sale dated 7th December, 1998 ("**Priyadarshini Sale Deed**") registered with the Sub – Registrar Kurla bearing Serial No. PBDR-3/1757/98 and at Sub – Registrar, Bandra bearing Serial No. PBDR-3/1758/98 executed between MHADA (therein referred to as the Vendor/Authority of the one

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part) and Priyadarshini Society (therein referred to as the Purchaser/Society of the other part), MHADA has conveyed the Priyadarshini Buildings situated on the Priyadarshini Land to the Priyadarshini Society in the manner as stated therein. We have been informed by our search clerk that the Priyadarshini Sale Deed has been inadvertently stamped with Serial No. PBDR-3/1757/98. However the day book records the Priyadarshini Sale Deed to be registered at Serial Nos. PBDR-3/1758/98 and PBDR-3/1759/98.

2.5. Sahakar Nagar II Shantidoot Cooperative Housing Society Limited
("Shantidoot Society").

- 2.5.1. The Shantidoot Society bears registration no. BOM(W.M.)/HSG(O.H.)/6616/92-93 vide its certificate of incorporation dated 19th March, 1993.
- 2.5.2. MHADA has constructed buildings bearing nos. A-17, A-18, A-22 and A-23 ("**Shantidoot Buildings**") comprising 32 (thirty-two) tenements on the Shantidoot Land (as defined hereinafter).
- 2.5.3. By and under an Indenture of Lease dated 16th June 2011 ("**Shantidoot Lease**") registered with the Sub – Registrar, Kurla bearing Serial No. BDR – 3/6766/2011 executed between MHADA (therein referred to as the Lessor/Authority of the one part) and the Shantidoot Society (therein referred to as the Society, of the other part), MHADA has demised unto the Shantidoot Society all that piece or parcel of land or ground of plot admeasuring 2583.78 square meters and bearing Survey No.14(part) corresponding to CTS No.52(part) at Sahakar Nagar, Chembur in the Registration Sub District of Kurla and District of Mumbai City and more particularly described in the Shantidoot Lease ("**Shantidoot Land**"). The Shantidoot Land is leased to the Shantidoot Society for the consideration and on such terms and conditions as stated therein. The lease is for a period of 30 (thirty) years with effect from 1st July, 1990.
- 2.5.4. By and under a Deed of Sale dated 16th June 2011 ("**Shantidoot Buildings**") registered with the Sub – Registrar, Kurla bearing Serial No. BDR – 3/6767/2011 executed between MHADA (therein referred to as the Vendor/Authority of the one part) and the

Shantidoot Society (therein referred to as the Purchaser/Society of the other part), MHADA has conveyed the Shantidoot Buildings situated on the Shantidoot Land to the Shantidoot Society in the manner as stated therein.

2.6. Sahakar Nagar II Samata Co-operative Housing Society Limited
("Samata Society")

- 2.6.1. The Samata Society bears registration no. BOM(W-M)/HSG(O.H)/6237/91-92 vide its certificate of incorporation dated 12th May, 1992.
- 2.6.2. MHADA has constructed buildings bearing nos. A-19, A-20 and A-21 ("**Samata Buildings**") and comprising 24 (twenty-four) tenements on the Samata Land (as defined hereinafter).
- 2.6.3. By and under an Indenture of Lease dated 17th July 1998 ("**Samata Lease**") registered with the Sub- Registrar, Bandra bearing Serial No. PBDR-3/1043/98 and PBDR-3/1044/98 executed between MHADA (therein referred to as the Lessor/Authority of the one part) and the Samata Society (therein referred to as the Society, of the other part), MHADA has demised unto the Samata Society all that piece and parcel of land admeasuring 1798.20 square meters and bearing Survey No.14 (part) corresponding to CTS No.52 (part) at Sahakar Nagar, Chembur in the Registration Sub District of Bandra and District of Bombay City, ("**Samata Land**") and more particularly described in the plan annexed to the Samata Lease. The Samata Land is leased to the Samata Society for the consideration and on such terms and conditions as stated therein for a period of 99 (ninety - nine) years with effect from 1st July 1990.
- 2.6.4. By and under a Deed of Sale dated 17th July 1998 registered with the Sub - Registrar, Bandra bearing Serial No. PBDR-3/1041/98 and PBDR-3/1042/98 ("**Samata Sale Deed**") executed between MHADA (therein referred to as the Vendor/Authority of the one part) and Samata Society (therein referred to as the Purchaser/Society of the other part), MHADA has conveyed Samata Buildings to the Samata Society in the manner as stated therein. Building bearing no. A-20 is reflected only in the operative

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part of the Samata Sale Deed and not reflected in the Schedule of the Samata Sale Deed.

3. The said Land is the aggregate area of the (i) Shantivan Land, (ii) Shantinath Land, (iii) Panchsheel Land, (iv) Priyadarshini Land, (v) Shantidoot Land and the (vi) Samata Land.
4. Sahakar Nagar II Samata Co-operative Housing Society Limited, Sahakar Nagar II Priyadarshini Co-operative Housing Society Limited, Sahakar Nagar II Shantinath Co-operative Housing Society Limited, Sahakar Nagar II Shantivan Co-operative Housing Society Limited, Sahakar Nagar II Panchsheel Co-operative Housing Society Limited, and Sahakar Nagar II Shantidoot Co-operative Housing Society Limited are hereinafter collectively referred to as the "**Participating Societies**".

C. PROPERTY REGISTER CARDS:

1. We have reviewed the Property Register Cards of CTS Nos. 52, 52/2 to 94, 53, 53/1 to 99 which collectively admeasures 16,846.6 square meters. The Property Register Cards of CTS Nos. 52, 52/2 to 94, 53, 53/1 to 99 show MHADA as the owner thereof. The name of the Samata Society is shown as a lessee in the Property Register Card of CTS No. 52 (to the extent of 776.7 square meters), CTS Nos. 52 (39 to 54) admeasuring 680.4 square meters and CTS No. 52 (87 to 94) admeasuring 341.1 square meters, thereby collectively admeasuring 1798.2 square meters.
2. Further, the names of the Shantivan Society, the Priyadarshini Society, the Shantinath Society, the Panchsheel Society and the Shantidoot Society are required to be mutated as lessees in their respective property register cards with respect to the Priyadarshini Land, Shantinath Land, Panchsheel Land and Shantidoot Land respectively.

D. APPROVAL AND RESOLUTIONS:

1. All the Participating Societies have formed a federal society by the name of Sahakar Nagar Vibhag - 2 Co-operative Housing Societies Association Limited registered under the provisions of the Maharashtra Co-operative Societies Act 1960 under Registration No. MUM/MHADB/HSG/(TC)/12491/06-07 ("**Association**"). The Association is constituted *inter alia* for the maintenance of the Sahakar Nagar II Layout which includes the redevelopment of its member societies.

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2. By and under a Memorandum of Understanding dated 16th November, 2012 ("**Society MOU**") executed between the Participating Societies, the Association and the holding company of Godrej i.e. Godrej Projects Development Private Limited ("**GPDPL**"), the Participating Societies and the Association agreed to appoint GPDPL as a common developer for the redevelopment of the said Land for the consideration and on the terms and conditions set out therein.
3. By and under a Memorandum of Understanding dated 16th November 2012 ("**Gagangiri MOU**") executed between GPDPL and Gagangiri Buildcon Private Limited ("**Gagangiri**"), it was agreed between GPDPL and Gagangiri that Gagangiri shall assist GPDPL (and/or its affiliate/ nominee) in the redevelopment of the said Land by GPDPL (and/or its affiliate/ nominee) by utilization of its full development potential, by performing and fulfilling the roles and responsibilities for the consideration in the manner and subject to the terms and conditions stated in the Gagangiri MOU.
4. Each of the Participating Societies and the Association have passed resolutions in their respective special general body meetings for the redevelopment of their respective portions of land comprised in the said Land by Godrej (at which time the concerned officer from the Deputy Registrar, Co-operative Societies was also present) and also for amalgamation of their respective societies into one society and/or the Association.
5. By and under MHADA Offer Letter dated 19th March 2013 bearing reference no. CO/MB/RDC/NOC/F-525/503/2013 ("**MHADA Offer Letter**") addressed to the Association, to undertake redevelopment of the said Land in the manner and on the terms and conditions as stated therein. Under the MHADA Offer Letter it is inter-alia stated inter-alia, that MHADA shall allot a total built up area of 44,656.65 square meters as per 2.5 FSI on total demarcated plot area of 15,903.46 square meters (being the aggregate of the said Land being the lease lands and the tit-bit lands) on payment of premium by the Association to MHADA for an amount of Rs. 63,97,90,000/- (Rupees Sixty – Three Crore, Ninety – Seven Lakh and Ninety Thousand only) and MHADA shall allot an additional built up area of 4483.46 square meters for the land area admeasuring 3863.90 square meters kept in hold by MCGM.
6. By and under an order dated 12th April, 2013 bearing reference no. MB/BR/B-1/Draft Order/1522/2013 passed by the Deputy Registrar, Co-operative Society, MHADA; the Participating Societies are permitted to merge with the Association which is after the merger to be named as Sahakar Nagar Vibhag-2 Co-operative



Housing Society Limited (proposed) in the manner and on the terms as stated therein.

7. By and under a Development Agreement dated 28th March 2013 ("**Godrej Development Agreement**") registered with the Sub Registrar of Kurla under Serial No. KRL1 - 4211 of 2013 executed between the Participating Societies (therein also collectively referred to as the 'Participating Societies' of the First to the Sixth Part), the Association (therein also referred to as the 'Association' of the Seventh Part) and Godrej (therein referred to as the 'Developer' of the Eighth Part), the Participating Societies and the Association have granted development rights to Godrej in respect of the said Land inter-alia by utilization of 2.5 FSI, for the consideration and subject to the terms and conditions contained therein.
8. By and under a Letter addressed by the Participating Societies to Godrej, the certain payment obligations of Godrej under the Godrej Development Agreement is scheduled with the performance of the obligations of the Participating Societies as stated therein ("**Addendum Letter**").
9. By and under a Power of Attorney dated 28th March 2013 registered with the Sub Registrar of Kurla under Serial No. KRL 1 - 4219 of 2013 ("**Godrej POA**") executed by the Participating Societies and the Association (therein collectively referred to as the Participating Societies), in favour of Godrej (therein referred to as the Attorneys), the Participating Societies and the Association have conferred powers unto Godrej for the purpose of carrying out development of the said Land as more particularly stated therein.
10. By and under a supplementary agreement to the Godrej Development Agreement dated 10th April, 2014, registered with the Office of the Sub registrar of Assurances under Serial No. KRL-1/6774/2014 ("**Supplementary Godrej Development Agreement**") executed between the Participating Societies (therein also collectively referred to as the 'Participating Societies' of the First to the Sixth Part), the Association (therein also referred to as the 'Association' of the Seventh Part) and Godrej (therein referred to as the 'Developer' of the Eighth Part), the Participating Societies, the Association and Godrej agreed to modify certain terms of the Godrej Development Agreement more specifically recorded therein.
11. Pursuant to the MHADA Offer Letter, the MHADA granted it's no objection dated 20th May, 2014 bearing No. CO/MB/REE/NOC/F-525/510/2014 ("**MHADA NOC**") for utilization of 2.5 FSI on the said Land for proposed redevelopment of the Association. The MHADA NOC further provides that the construction on the said Land should be of only residential and commercial nature. We have been informed

by Godrej that all the payments required to be made by under the MHADA NOC have been made by Godrej to the concerned authorities.

12. By and under a letter dated 5th August, 2014 bearing No. CE/6744/BPES/AM the Municipal Corporation of Greater Mumbai issued an Intimation of Disapproval to Godrej with respect to proposed redevelopment of existing buildings comprising in the Association situated in Sahakar Nagar – II layout bearing CTS No. 53 on the terms set out therein..
13. By and under a letter dated 7th August, 2014 bearing No. CE/6743/BPES/AM the Municipal Corporation of Greater Mumbai ("MCGM") issued an Intimation of Disapproval to Godrej with respect to proposed redevelopment of existing buildings comprising in the Association situated in Sahakar Nagar – II layout bearing CTS No. 52.
14. By and under a letter dated 23rd June, 2015 bearing No. 21-22/2015-IA.III addressed by the Ministry of Environment, Forest and Climate Change to Godrej, the Ministry of Environment, Forest and Climate Change granted its clearance to the redevelopment of the said Land subject to the outcome of the order of the Hon'ble Supreme Court to be passed in the matter Goa Foundation vs. Union of India bearing Writ Petition (Civil) No. 460 of 2004.
15. By and under a letter dated 10th August, 2015 bearing No. CE/6743/BPES/AM/W the MCGM issued a Commencement Certificate in favor of Godrej with respect to CTS No. 52 out of the said Land. The Commencement Certificate has an endorsement granting Commencement Certificate up to top of basement as per amended plan dated 22nd May, 2015 for wings S6 and S7. On 19th January, 2016 the Commencement Certificate had an endorsement granting Commencement Certificate up to top of basement as per approved amended plan dated 22nd May, 2015 for wings S2 to S5, S8 and S9.
16. By and under a letter dated 10th August, 2015 bearing No. CE/6744/BPES/AM/W the MCGM issued a Commencement Certificate in favor of Godrej with respect to CTS No. 53 out of the said Land. The Commencement Certificate is valid for a period of two years, ie. till 9th August, 2016. The Commencement Certificate has an endorsement granting Commencement Certificate up to top of basement as per amended plan dated 22nd May, 2015 for wings T5, T6 and T7. On 27th October, 2015 the Commencement Certificate had an endorsement granting Commencement Certificate up to top of basement as per approved amended plan dated 22nd May, 2015 for wings T3, T4 and T8.

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E. TENANT CONSENTS:

1. We have been informed that on 2nd December, 2013 Mrs. Vijayalaxmi Sitharam, Mr. Ramesh Krishnan and Mrs. Uma Mayank Mistry residing in Tenement No. A/18/610 of Shantidoot Society executed individual consent cum declaration in favour of Godrej in respect of the redevelopment of the said Land to be undertaken by Godrej, and that the same is valid, binding and subsisting.
2. We have been informed that on 2nd March, 2015 Mr. Rajagopal Narayanan Nair, owner of Tenement No. A-9/536 in Panchsheel Society executed individual consent cum declaration in favour of Godrej in respect of the redevelopment of the said Land to be undertaken by Godrej, and that the same is valid, binding and subsisting.
3. By and under a Declaration Cum Indemnity dated 24th June, 2015 given by Shantivan Society, it was declared that one Mr. Ghanshyam Gangadhar, was the sole and absolute owner of Tenement No. A1/474 admeasuring 26.43 square meters in building No. A1 and further it was stated that Tenement No. A1/474 vested in Shantivan Society as Mr. Ghanshyam Gangadhar expired without leaving behind any legal heirs. We have been informed that Shantivan Society by way of this declaration has handed over Tenement No. A1/474 to Godrej on behalf of Mr. Ghanshyam Gangadhar for redevelopment of the same.
4. By and under an Order dated 11th September, 2015 bearing No. EE/Kurla/MB/4268/2015 passed by the MHADA directing Ms. Lalita Agarwal, Occupant of Tenement No. A-1/471 of Shantivan Society to accept rent and displacement hardship compensation as provided by Godrej and vacate Tenement No. A-1/471 and handover the same to Godrej. We have been informed that Godrej has taken possession of Tenement No. A-1/471 and that Godrej has been paying rent in lieu of the tenement to Ms. Lalita Agarwal..
5. We have been informed that a total of 198 (one hundred and ninety-eight) out of 200 (two hundred) Members individual consents in favour of Godrej for the redevelopment of the said Land have been obtained. The provision of Regulation 33(5) of the DCR contemplates of 70% of the individual consents of the members. In the present case, there are more than 70% of the individual consents accorded to Godrej for the redevelopment of the said Land under the provisions of Regulation 33(5) of the DCR.

F. LITIGATION:

The brief details of the litigation filed with regard to the following Tenements of the Shantidoot Society are set out herein-

(a) Tenement no. A/17-598**1. Appeal No. 118/93 before the Appellate Officer - II under the Maharashtra Housing and Area Development Authority Act, 1976 ("MHADA Act")**

One Ramshankar Chaudhri (who appears to have been residing then at Tenement no. A/17-598 of the Shantidoot Society) has filed an Appeal No. 118/93 before the Appellate Officer-II against the Estate Manager, B.H. & A.D. Board (now known as MHADA), Bombay, challenging an eviction order dated 22nd November 1989 ("**Eviction Order**") passed by the Competent Authority 1 inter alia on the ground that one Regularization Application made by the said Ramshankar Chaudhri pertaining to Tenement no. A/17-598 was pending before MHADA. By and under an order dated 5th July 1993 passed by the Appellate Officer-II under MHADA Act, the said Appeal No. 118/93 has been dismissed and the Eviction Order has been confirmed and the hearing of the regularization application filed by Shri Ramshankar Chaudhri was directed to be expedited. However the said order records that "*in case the regularization was allowed and the said tenement was to be regularized no question of eviction of the Appellant could arise.*"

2. Writ Petition No. 1238 of 1990 in the Bombay High Court

One Smt. Rama Chetan has filed a Writ Petition No. 1238 of 1990 before the Bombay High Court against MHADA and others. We have been provided with only an order dated 18th June 1990 passed by His Lordship the Hon'ble Justice Mr. Pendse in the said Writ Petition, which order states that the order of the competent authority is correct. On perusal of the Bombay High Court Website in the said Writ Petition, it appears that the said Writ Petition No. 1238 of 1990 has been now disposed off.

Subsequently, MHADA by and under its letter dated 4th September 2009 addressed to Smt. Kalavati Ramshankar Chaudhri has sanctioned the regularization of the Tenement no. A/17-598 (earlier allotted to Smt. Rama Chetan) in favour of Smt. Kalavati Ramshankar Chaudhri subject to (i) any



claim from the original allottee i.e. Smt. Rama Chetan or (ii) if there has been any misrepresentation by on the basis of which the said Tenement has been regularized.

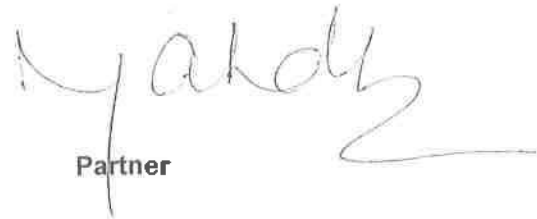
G. CONCLUSION:

Based on the aforesaid steps that we have undertaken and subject to all that is stated hereinabove, we are of the view that the title of Godrej to develop the said Land is clear and marketable subject to:

- (i) The obtainment of all the statutory approvals and permissions for the development of the said Land from the statutory authorities (including MHADA and MCGM) and the compliance thereof including all the terms and conditions of the MHADA NOC; and
- (ii) The compliance of the terms and conditions of the, Godrej Development Agreement, Supplementary Godrej Development Agreement, Addendum Letter, and Gagangiri MOU.

Dated this 21st day of March, 2016

For Wadia Ghandy & Co.


Partner

ANNEXURE - "A"**(List of original title deeds inspected)**

1. Lease Deed dated 28th July, 1998 executed between the Shantivan Society and MHADA and registered at Serial Nos. PBDR-3/1151/98 and PBDR-3/1152/98.
2. Sale Deed dated 28th July, 1998 executed between the Shantivan Society and MHADA and registered at Serial Nos. PBDR-3/1149/98 and PBDR-3/1150/98.
3. Lease Deed dated 9th December, 1999 executed between the Shantinath Society and MHADA and registered at Serial Nos. PBDR-3/2919/99 and PBDR-3/2920/99
4. Sale Deed dated 9th December, 1999 executed between the Shantinath Society and MHADA and registered at Serial Nos. PBDR-3/2921/99 and PBDR-3/2922/99
5. Lease Deed dated 8th August, 1997 executed between the Panchsheel Society and MHADA and registered at Serial Nos PBDR-3/1185/97 and PBDR-3/1186/97.
6. Sale Deed dated 8th August, 1997 executed between the Panchsheel Society and MHADA and registered at Serial Nos. PBDR-3/1187/97 and PBDR-3/1188/97
7. Lease Deed dated 7th December, 1998 executed between the Priyadarshani Society and MHADA and registered at Serial Nos. PBDR-3/1756/98 and PBDR-3/1757/98
8. Sale Deed dated 7th December, 1998 executed between the Priyadarshani Society and MHADA and registered at Serial Nos. PBDR-3/1758/98 and PBDR-3/1757/98
9. Lease Deed dated 16th June, 2011 executed between the Shantidoot Society and MHADA and registered at Serial No. BDR-3/6766/2011.
10. Sale Deed dated 16th June, 2011 executed between the Shantidoot Society and MHADA and registered at Serial No. BDR-3/6767/2011.
11. Lease Deed dated 17th July, 1998 executed between the Samata Society and MHADA and registered at Serial Nos. PBDR-3/1043/98 and PBDR-3/1044/98
12. Sale Deed dated 17th July, 1998 executed between the Samata Society and MHADA and registered at Serial Nos. PBDR-3/1041/98 and PBDR-3/1042/98

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Annexure "B"**(List of Documents reflected in the Search Report)**

1. Lease Deed dated 7th December, 1998 executed between the Priyadarshani Society and MHADA and registered at Serial Nos. PBDR-3/1756/98 and PBDR-3/1757/98
2. Lease Deed dated 17th July, 1998 executed between the Samata Society and MHADA and registered at Serial Nos. PBDR-3/1043/98 and PBDR-3/1044/98
3. Lease Deed dated 9th December, 1999 executed between the Shantinath Society and MHADA and registered at Serial Nos. PBDR-3/2919/99 and PBDR-3/2920/99
4. Lease Deed dated 28th July, 1998 executed between the Shantivan Society and MHADA and registered at Serial Nos. PBDR-3/1151/98 and PBDR-3/1152/98.
5. Development Agreement dated 28th March, 2013 registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/4211/2013 and executed between (i) Sahakar Nagar 2 Samata CHSL, (ii) Sahakar Nagar 2 Shantidut CHSL, (iii) Sahakar Nagar 2 Shantinath CHSL, (iv) Sahakar Nagar 2 Priyadarshani CHSL, (v) Sahakar Nagar 2 Shantivan CHSL, (vi) Sahakar Nagar 2 Priyadarshani CHSL, (vii) Sahakar Nagar 2 Co-operative Societies Association Ltd. and Godrej Redevelopers (Mumbai) Pvt. Ltd.
6. Power of Attorney dated 28th March, 2013 registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/4219/2013 executed by (i) Sahakar Nagar 2 Samata CHSL, (ii) Sahakar Nagar 2 Shantidut CHSL, (iii) Sahakar Nagar 2 Shantinath CHSL, (iv) Sahakar Nagar 2 Priyadarshani CHSL, (v) Sahakar Nagar 2 Shantivan CHSL, (vi) Sahakar Nagar 2 Priyadarshani CHSL, (vii) Sahakar Nagar 2 Co-operative Societies Association Ltd. in favour of Godrej Redevelopers (Mumbai) Pvt. Ltd.
7. Affidavit dated 27th May 2014 executed by Godrej Land Mark Redevelopers Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/2262/2014.
8. Notice of Lis-pendence dated 4th April, 2014 executed by Heritage Lifestyle & Developers Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/2940/2014. The list of societies mentioned in the Notice of Lis-pendence does not include the Participating Societies.
9. Supplementary Development Agreement dated 10th April, 2014 registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/6774/2014, executed between (i) Sahakar Nagar 2 Samata CHSL, (ii) Sahakar Nagar 2

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Shantidut CHSL, (iii) Sahakar Nagar 2 Shantinath CHSL, (iv) Sahakar Nagar 2 Priyadarshani CHSL, (v) Sahakar Nagar 2 Shantivan CHSL, (vi) Sahakar Nagar 2 Panchsheel CHSL, (vii) Sahakar Nagar Vibhag-2 Co-operative Societies Association Ltd. and Godrej Redevelopers (Mumbai) Pvt. Ltd.

10. Affidavit of Captain Vanjari Suresh Keshav dated 29th May 2014 registered with the office of the Sub Registrar of Assurances under serial no. BDR-13/4312/2014.
11. Affidavit dated 27th May 2014 executed by Godrej Land Mark Redevelopers Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/4430 /2014.
12. Affidavit dated 27th May 2014 executed by Godrej Land Mark Redevelopers Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/4431 /2014.
13. Affidavit dated 27th May 2014 executed by Godrej Land Mark Redevelopers Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/5206/2014.
14. Affidavit dated 27th May 2014 executed by Godrej Land Mark Redevelopers Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under serial no. BDR-3/5207/2014.

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Annexure "C"
(List of Buildings and tenements)

Sr.No	Building Nos.	Tenements
1.	A-1, A-2, A-12, A-13	34
2.	A-3, A-4, A-10, A-11	32
3.	A-5, A-6, A-7, A- 8, A-9	40
4.	A-14, A-15, A- 16, A-24, A-25	38
5.	A-17, A-18, A- 22, A-23	32
6.	A-19, A-20, A- 21	24
Total	25	200

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