

KETAN A. CHOTHANI

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Advocate

CHAMBERS:

FOR CONSULTATION

B-105, Prathmesh Paradise, Near Don Bosco School,
Opp. Gravity Motors,
New Link road, Borivali (West),
Mumbai - 400 091

RESIDENCE:

FOR CORRESPONDENCE

802-A Madhukunj Apt.,
Opp. Ekabhoomi Garden,
Rajendra Nagar, Borivali (E),
Mumbai-400066
Mob: 9820199732

- (v) Revised IOA vide an Order/Letter dated 29th October, 2012 from the Slum Rehabilitation Authority bearing Ref. No. SRA/ENG/2066/RN/MHL/AP, copy of which is annexed hereto as Annexure-10.
- (vi) Revised/Amended Commencement Certificate dated 31st October, 2012 bearing No. SRA/ENG/2066/RN/MHL/AP in respect of the Second Property as per the endorsement made behind the Commencement Certificate dated 21st February 2008 referred to and annexed at Annexure-8
- S. M/s. Palekar Developers has agreed confirmed that though as agreed under the aforesaid Agreement dated 3rd December 2005 and consequential individual Agreements executed with the slum dwellers and subsequent requirements, M/s. Palekar Developers has originally agreed and obliged to give one flat of 225 sq. ft. carpet area free of cost to each of the eligible residential and residential cum-commercial area Slum Dwellers of the said Sachin Nagar Society and subsequently as per change in the provisions and norms relating to Slum Redevelopment as proposed by the S.R.A. the same has now been increased to 269 sq. ft. carpet area to the residential slum dwellers. So far as the eligible commercial slum dwellers are concerned, the said M/s. Palekar Developers has agreed to allot to them, free of cost, area presently occupied by them as certified in the relevant "Annexure-II" or 225 sq. ft. carpet area, whichever is lesser as per the provisions of SRA.
- T. The above referred Agreement dated 3rd December 2005, Power of Attorney dated 3rd December 2005 and the individual Agreements entered into by and between the slum dwellers and members of the said Sachin Nagar Society and as also between the said Sachin Nagar Society and M/s. Palekar Developers, alongwith the various resolution passed by the society are valid subsisting and binding as on date and there has been no breach thereof as confirmed by M/s. Palekar Developers vide a separate Declaration-cum-No Objection-cum-Indemnity Bond as referred to hereafter.

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- U. Under the circumstances, M/s. Palekar Developers became and is entitled to all the development rights inter alia in respect of the said Second Scheduled Property, and there has been no breach thereof.
- V. It is further represented that in order to have proper and better development and to have advantages of frontage and to have Two Composite buildings for both Schemes instead of two schemes being implemented separately, the said M/s. S.R. Developers and M/s. Palekar Developers with the consent of the said two Societies decided to amalgamate both the Schemes and to carry out the developments of the said two Schemes by amalgamating the same and with respective rights and obligations remaining intact, which understanding it is represented to have been confirmed by the two societies being the said Sachin Nagar Society and Shree Shakti Society in their respective General Board Meetings which were both separately held on 25th July, 2011 by passing necessary Resolutions for the amalgamation of both the properties i.e. First and Second Scheduled Properties hereto and the Joint developments under the provision of Slum Rehabilitation Act.
- W. Both the properties were accordingly amalgamated under one Scheme in the name of one developer only, as mutually decided amongst the parties, and necessary composite L.O.I. dated 7th August 2012 bearing No. SRA/ENG/1276/RN/MHL/LOI in respect of amalgamated area admeasuring 5918.72 sq. mts. {as against the total three "Annexure-II" areas of 5953.72 sq. mtrs. (i.e. 3277.9 + 1009.64 + 1666.18 sq mtrs.)} has been received for the two amalgamated properties with express understanding and agreement that M/s. S.R. Developers and M/s. Palekar Developers both shall be the developers for all purposes and both shall have the rights in the said amalgamated Schemes and based on their obligations for the two respective properties and implementation of the respective schemes, copy annexed at Annexure-11. In view of area increased in the Property Cards and applications having been made the area is further likely to be increased to 6848.34 Sq. Mts., especially bearing in mind the increased area of Second Property for consideration and therefore the present Certificate is issued for increased area bearing in mind the pending proposals for approval.

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- X. Further I.O.A. dated 25th April 2011 bearing No.SRA/ENG/2602/RN/MHL/AP has been obtained in respect of Composite Building No.2. The Commencement Certificate dated 24th August 2011 bearing No. SRA/ENG/2602/RN/MHL/AP is issued in respect of Composite Building No.2 as also the amendment in the said I.O.A. dated 5th April 2013 bearing No.SRA/ENG/2602/RN/MHL/AP has been issued in respect of amended plan in respect of Composite Building No.2 for the joint benefits of M/s. S.R. Developers and M/s. Palekar Developers. Accordingly the said Commencement Certificate for Composite Building No.2 is endorsed and the CC upto completion of 14 (part) floor was issued by SRA. Copies of the said two I.O.As. and CC are annexed hereto and collectively marked as Annexure-12.
- Y. Developer through the said M/s Sunrise Associates completed the constructions of the said Composite Building No. 1 and obtained the part Occupation Certificate in respect of the said Composite Building No. 1 and handed over the possession of the rehab units to the respective slum dwellers as aforesaid. Copy of the Part Occupation Certificate dated 23rd March 2015 is annexed hereto and marked as Annexure-13.
- Z. It is represented and informed that in view of construction having been carried out in phase wise manner in pursuance of the approvals as aforesaid, out of the total 313 slum dwellers (comprising of 244 of Sachin Nagar Society (amalgamated for the development) and 69 of the said Shree Shakti Society), at present the 240 slum dwellers have been shifted to the permanent alternate accommodation in rehab units, 25 slum dwellers have vacated and shifted to the temporary alternate premises to facilitate the scheme and 48 slum dwellers are still in use and occupation of their existing slum premises since their premises are not required for the time being for demolition and as such are not shifted.
- AA. By a Joint Venture Agreement dated 7th April, 2015 registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. BRL7/3251/2015 made amongst M/s. S.R. Developers, M/s. Palekar Developers and M/s. Sunrise Associates, it is agreed to jointly develop the Entire Property for the

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consideration and upon the terms and conditions mentioned therein. Thus rights are also vested in M/s. Sunrise Associates to deal with and participate and derive benefits.

BB. In the circumstances the said M/s. S.R. Developers, M/s. Palekar Developers and M/s. Sunrise Associates are fully entitled to develop the entire property and deal with the same as permissible under the Scheme of Slum Rehabilitation and Development, with mutual rights, obligations and entitlements as more particularly set out in the Joint Venture Agreement to extent of free sale component.

4. That a building for free sale is being constructed by the said M/s Sunrise Developers as per the provisions of the said joint venture of M/s. S.R. Developers, M/s. Palekar Developers and M/s. Sunrise Associates in accordance with the Building Plans prepared by Architect M/s. Shantanoo Rane and Associates and in accordance with sanctioned plans for construction of the proposed building as referred to and annexed hereto before.

5. The said M/s. S.R. Developers, M/s. Palekar Developers and M/s. Sunrise Associates have sole and exclusive right to sell the respective flats/shops and/or commercial premises as coming to their respective shares, in the said free sale building being constructed on the said first scheduled and second scheduled property, save and except the flats to be provided to the existing members of the Society and to enter into Agreement/s with the Purchaser/s of the flats/shops/garages/parking spaces and to receive the sale price in respect thereof. The details of mutual entitled flats/shops and/or commercial premises being more particularly described and recorded in the Joint Venture Agreement.

6. I had got the search carried out through the relevant records in the concerned offices of the Sub-Registrar of Assurances in respect of the properties through Shri. N.D. Rane, Search Clerk, who has submitted search report dated 16th May 2016 inter alia amongst other discloses Lis-Pendense in respect of one Suit No.399 of 2012 at City Civil Court, Bombay (Dindoshi Branch), which Suit I am informed is dismissed on 3rd November 2015 and no other encumbrances of whatsoever nature in respect of the said properties are appearing in the report.

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7. I had also caused publication of public notices in English daily "Free Press Journal" dated 30th May 2015 and 29th April, 2016 and in Marathi daily "Nava Shakti" 30th May 2015 and 29th April, 2016 inviting objections as more particularly mentioned in the said notices. I have not received any objection of any nature, save and except some persons claiming right through M/s. Palekar Developers for allotment of free sale flats, which would not affect the title of the properties.

8. Independent of the documents referred to and/or annexed hereto before, in view of nature of scheme being implemented, I have also got separate confirmation of existence and validity of documents from both the entitled developers being M/s. S.R. Developers and M/s. Palekar Developers in the form of separate Declaration-cum-No Objection-cum-Indemnity Bond and copies of which are annexed hereto as Annexure-14 and Annexure-15 respectively.

9. It is further informed and revealed that two Writ Petitions are pending in respect of the subject properties. From the perusal of the cases, it appears that Writ Petition No.8658 is filed by one Yogesh Vyankatesh Jadhav & others (who are the slum dwellers as per Annexure-II) challenging orders dated 6th August 2015 in Appeal No.317 of 2015 passed an order dated 9th July 2015 as well as Notice dated 24th May 2015 passed and issued by authorities as mentioned in the said Writ Petition, which primarily are relating to the action taken for removal of offending and obstructing structures and would not be an impediment affecting the right vested in favour of M/s. S.R. Developers and/or M/s. Palekar Developers and consequentially even M/s. Sunrise Associates. Writ Petition (Lodging) No. 3248 of 2015 is filed by the said Yogesh Vyankatesh Jadhav & others, challenging the entire approval and implementation of the scheme for the reasons and in the circumstances as stated and averred in the said Writ Petition. I am informed there are no orders passed in any of the said Writ Petitions as of this date adversely affecting the implementation of the Scheme and as such subject to the pendency of the said Writ Petitions and outcome thereof and/or orders as may be passed in said proceedings hereafter, for the present there is no impediment affecting the rights of M/s. S.R. Developers, M/s. Palekar Developers and consequentially M/s. Sunrise Associates.

10. In view of what is mentioned in the light of the facts stated hereinabove and based on the examination of documents and papers submitted to me, copies of

[Signature]

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which are referred to and/or annexed hereto, I am of the opinion that M/s. S.R. Developers, M/s. Palekar Developers and consequentially M/s. Sunrise Associates, through and subject to the terms and conditions and mutual rights and obligations as recorded in the Joint Venture Agreement dated 7th April 2015 and subject to the compliance of terms and conditions imposed by SRA, obligations to be fulfilled under the Agreements executed with the two Societies and individual slum-dwellers and the pending litigations as referred to hereto before and outcome thereof and order as may be passed hereafter, have clear and marketable title in respect of the free sale component of the building being constructed on the Scheduled Properties.

11. The present Certificate of Title is issued solely on the basis of documents referred to above being declared and disclosed to be the only documents available and with representations as contained and recorded in two Declarations as well as disclosed pending litigations as tabulated. Any document, circumstance affecting the title and not disclosed to me or suppressed from me, coming to light hereafter otherwise, would entitle me to recall the present Certificate of Title in respect of the Scheduled Properties.

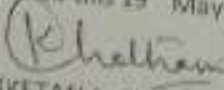
THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land bearing Survey No. 125 Hissa No. 1/A, corresponding to CTS No. 1623 (pt), 1623/1 to 5, admeasuring 2057.18 sq.mtrs. or thereabouts of Village Dahisar, Taluka Borivali in the Registration District and Sub- District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land bearing Survey No. 125 Hissa No. 1 and 2 (part), corresponding to CTS No. 1621 (part), 1622 (part), 1623 (pt), admeasuring 4791.16 sq.mtrs. or thereabouts of Village Dahisar, Taluka Borivali in the Registration District and Sub- District of Mumbai City and Mumbai Suburban.

Dated this 19th May 2016.


(KETAN A. CHOTHANI)
Advocate