

BINOD KUMAR

B.Sc. Math (Hons),
P.G. D.E.M., M.A.,
Pre Ph. D. (Hindi)
LL. B.

ADVOCATE HIGH COURT

Off.: Lawyer's Chamber, Bhaskar Building, 2nd Floor, Bandra Court, Bandra (East), Mumbai – 400 051.

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have, for the purpose of investigating the title of **RADHA MADHAV CO-OPERATIVE HOUSING SOCIETY LIMITED**, a Society registered under the Maharashtra Co-operative Societies Act, 1960 under No. BOM / HSG / 4373 dated 16th December, 1974 and having its office at Building No.-120, Tilak Nagar, Chembur (West), Mumbai 400089, (hereinafter referred to as “the Society”) to all that piece and parcel of land bearing Survey No 14 (Part) and corresponding to C.T.S. No. 1832 (Part) of Village & Taluka Chembur, in the Registration Sub-District of Kurla and District of Mumbai Suburban District, admeasuring 640.11 sq. mtrs. and lying, being and situate at Tilak Nagar, Chembur (West), Mumbai 400089 (hereinafter referred to as “the said Property”), I relied on the search taken by Search Clerk Mr. Pradeep Waghmare in respect of the said Property taken at Bombay Sub-Registrar Office for the period of 1986 to 2015; at Bandra, Sub-Registrar Office from 1986 to 2015, at Kurla Sub-Registrar Office from 1995 to 2015 and also at Kurla 1 to Kurla-4 Sub-registrar Office from 2002 to 2015.

1. I have also perused the Revenue Records namely Certified True Copy of the extract of the Property Registered Card obtained by Search Clerk Mr. Pradeep Waghmare. The Property Registered Card reflects that property bearing C.T.S. No 1832 admeasures 11,362.5 sq. mtrs. or thereabouts and the name of holder is blank. (hereinafter the entire Property bearing CTS No 1832 of Village and Taluka Chembure is referred to as “the said Larger Property”). The said Property is required to be transferred in name of Society.

2. One Ms. Alvina Castellino, Advocate has caused to be published a public notice inviting claims in respect of the said Property. The public notice was published in two newspapers namely in (1) Free Press Journal (Mumbai Edition, English Edition) and (2) Navshakti (Mumbai Edition, Marathi Edition) both on 14th June, 2018. The said Ms. Alvina Castellino, has not received any claims and/or objection to the said Public Notice. I have thereafter not issued any public notice for inviting further claims.



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3. The said Larger Property, as per the Development Plan Remarks 16th February 2017, bearing Sr. No. CHE/402218766/DP/ES/M, is designated for Library and B.S.E.S. Receiving Station and proposed D.P. Road 18.30 mtrs. wide. The same shows that Tata Power Transmission Line – High Tension Power Lines are passing across the said Larger Property, Save and except the aforesaid there are no reservations on the said Larger Property. The said Larger Property, as per the Development Plan (2034) Remarks dated 23rd February, 2017 bearing Sr. No. CH.E/2694/D.P.Rev., reflects that there are no reservations on the said Property and that the said larger property is designated for DPU5.2 Electric Transmission & Distribution Facility (Part of Larger Designations) and Library there is a proposed D.P. Road of 18.30.mt. for widening if any, affecting the said larger property. It is further stated that the said Larger Property falls in Residential Zone (R).
4. The brief facts of the said Property are as under :-
 - A. The Maharashtra Housing Board, a corporation was established under the Bombay Housing Board Act, 1948 (Bom. Act LIX of 1948) (hereinafter "the Maharashtra Housing Board" is referred to as "The Board").
 - B. The Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") was duly constituted with effect from the 5th day of December, 1977 under the Government Notification in the Public Works and Housing Department No.ARD-1077 (1) Desk-44 dated the 5th December, 1977 and under the Maharashtra Housing and Area Development Act, 1976 (hereinafter 'the Maharashtra Housing and Area Development Act, 1976' is referred to as 'the said Act').
 - C. The said Board stood dissolved by the operation of Section 15 of the said Act;
 - D. As per the provisions under Clauses (a) and (b) of Section 189 of the said Act, all the property, rights, liabilities and obligations of the said dissolved



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Board including those arising under any agreement or contract have become the properties, rights, liabilities and obligations of MHADA.

E. The Board had formulated a Scheme for the construction and allotment and sale of tenements on known as the Low Income Group Housing Scheme and the said Board had in pursuance of the said scheme built the Building No. 120 on the said land for residential purpose as provided in the Scheme.

F. The Maharashtra Housing and Area Development Authority (hereinafter referred as "MHADA") has constructed one building having 20 tenements numbered as Building no 120 comprising of ground plus 4 (four) upper floors without lifts (hereinafter referred as "the Old Building") on the land bearing Survey No 14 (Part) and corresponding to C.T.S. No 1832 (Part) of Village & Taluka Chembure, lying, being and situated at Tlank Nagar, Chembur (West), Mumbai 40008 in the Registration Sub-District of Kurla and District of Mumbai City, admeasuring 640.11 sq. mtrs. (hereinafter referred as "the said Land").

G. The tenements in the said Old Building have been allotted to individuals allottees for residential purpose. Each of the 20 tenements in the Old Building admeasures Carpet Area of 43.73 sq. mtrs. i.e. 470.71 sq. ft.

H. The members / allottees / owners of the said 20 tenements / flats comprised in the Old Building formed themselves into a co-operative housing society known as the "Radha Madhav Co-Operative Housing Society Limited", registered under the Maharashtra Co-operative Societies Act 1960 under No. Mah XXIV dated 1961 vide Reg. No. BOM / HSG / 4373 dated 16th December 1974. Each of the allottees, being members of the said Society are hereinafter individually referred to as "the Member" and collectively referred to as "the Members" and the said society is hereinafter referred to as "the Said Society".

I. By an Indenture of Lease dated 9th November, 2006 registered in the office of the Sub-Registrar of Assurances at Bandra-Kurla Mumbai at Sr. No. BDR-13/9267/2006 made and entered into by MHADA (therein referred to as "the



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- Authority") of the One Part and the said Society (therein referred to as "the Society") of the Other Part, the MHADA granted lease of the land or ground of plot situated and lying underneath and appurtenant to building No.120, admeasuring 640.11 sq. mtrs. situated and lying at the land bearing Survey No. 14 (Part) corresponding to CTS No. 1832 (Part) situated at Tilak Nagar, Chembur (West), Mumbai 400089 in the Registration Sub-District of Kurla and District of Mumbai City unto the said society, for a period of 99 years, commencing from 1st August 1972, for a lease rent of Rs. 480/- (Rupees Four Hundred Eighty Only) in favour of the said Society for the consideration and on the terms, conditions and covenants more particularly setout therein.
- J. Simultaneously by a Deed of Sale dated 9th November 2006, registered with the Sub-Registrar of Assurances at Kurla 3, under registration no. No. BDR-13/9268/2006, made and entered into by MHADA (therein referred to as "the Authority") of the One Part and the said Society (therein referred to as "the Society") of the Other Part, the MHADA did thereby convey, grant and assure the building no. 120 consisting of 20 tenements sanding on said land unto the said society for the consideration and on the terms and conditions as mentioned therein.
- K. It appears that, thereafter by MHADA vide its Resolution dated 7th August, 2009, bearing No. "6422", resolved that additional land area (in the form of tit-bit land) admeasuring 90.64 sq. mtrs. or thereabouts ("the said Tit-Bit Land") adjoining to said land is to be amalgamated to the said Land and in view thereof a Rectification Deed of the said Lease Deed is to be executed.
- L. The MHADA had also vide its letter dated 7th May 2010, bearing its reference No. Eng/HGD/MB/1905 addressed to the society recorded and confirmed that (i) the area of said lease hold Land is 640.11 sq.mtrs. or thereabouts, (ii) the area of the Plot as per the approved layout/site measurement is 730.75 Sq. mtrs. or thereabouts (including set back), (iii) the difference between lease hold area and approved layout/site measurement is 90.64 Sq. mtrs. or thereabouts and (iv) the area under the set back of 48.00 Sq. mts. or thereabouts.



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M. The Old Building and the said Land are hereinafter collectively referred as
"The said Property".

N. By a Development Agreement dated 31st December 2010, duly registered with the Sub-Registrar of Assurance at Kurla-3, MSD, under Serial No. BDR-13/1052/2011 on 4th February, 2011 made and entered into by and between the said Society (therein referred to as "the Society") of the One Part and one M/s Millennium Developers (therein referred to as "the Developers") of the Other Part, the said Society had authorized the said M/s Millennium Developers, for the redevelopment of the said property for the consideration and on the terms and conditions more particularly setout therein. The Society has executed Power of Attorney dated 4th February 2011, registered with Sub-Registrar of Assurances at Kurla-3, MSD under Serial No. BDR-13/1053/2011 dated 4th February 2011 in favour of Mr. Mohan Kumar Suvama, being the proprietor of M/s Millennium Developers, to do all the acts, deeds, matters and things in respect of the said Property.

O. The MHADA vide its offer letter dated 23rd September, 2011, bearing its Reference No. COM/BA/Arch/NOC/F-241/5794/2011, intimated to the Society that MHADA has vide its resolution No.266/2944 dated. 20th May, 2011 considered the request of the society for (i) Allotment of an additional buildable area of 1536.56 sq. mtrs. or thereabouts for residential use only beyond existing BUA as per 2.5 FSI on demarcated plot & pro-rata share; (ii) that additional land area (in the form of tit-bit land) admeasuring 90.64 sq. mtrs. or thereabouts ("the Tit-Bit Land") as per MHADA resolution dated 7th August 2009, bearing No. "6422", is to be amalgamated with the said Land while executing the rectification of the Lease Deed; (iii) further intimated to the society that allotment of additional buildable area of 1536.56 sq. mtrs. or thereabouts is on sub- divided Plot as per demarcation plan admeasuring 730.75 sq. mtrs and the total built up area should be permitted upto existing BUA 1118.51 sq. mtrs. + additional BUA 1536.56 Sq. mtrs. = total BUA 2655.07 Sq. mtrs for the residential use only and (iv) the Society is also



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required to submit an Undertaking and Indemnity Bond and comply with various terms and conditions as mentioned therein to avail their NOC Letter.

P. The MHADA vide its revised offer letter dated 1st February, 2013, bearing its Reference No. COMB/RDC/NOC/F-241/151/2013, intimated to the Society that, MHADA has once again considered the request of the society for (i) allotment of an additional buildable area of 1536.56 sq. mtrs. or thereabouts for residential use only beyond existing BUA as per 2.5 FSI on demarcated plot & pro-rata share subject to MCGM Approval; (ii) that additional land area in the form of tit-bit land admeasuring 90.64 sq. mtrs or thereabouts as per MHADA resolution dated 7th August 2009 and bearing No. "6422" is to be amalgamated with the said Land while executing the rectification of the Lease Deed and (iii) further intimated to the society that allotment of additional buildable area of 1536.56 sq. mtrs. or thereabouts is on sub- divided Plot as per demarcation plan admeasuring 730.75 sq. mtrs and the total built up area should be permitted upto existing BUA 1118.51 sq. mtrs. + additional BUA 1536.56 Sq. mtrs. = total BUA 2655.07 Sq. mtrs for the residential use only and (iv) the society was also required to submit an Undertaking and Indemnity Bond and comply with various terms and conditions as mentioned therein to avail their NOC Letter.

Q. M/s Millennium Developers were not able to fulfill their obligations under the said Development Agreement dated 31st December 2010. The Society addressed several letters to the said M/s Millennium Developers making time of the essence for them to comply with their obligations under the said Development Agreement dated 31st December 2010 and M/s Millennium Developers have confirmed the delay and default on their part by their various letters 11/12/2013, 10/03/2014, 22/04/2014, 27/05/2014, 16/07/2014, 07/08/2014 and recorded that if they are not able to proceed with the said redevelopment then Society can appoint a new Developers to proceed with the redevelopment of the said property and that M/s Millennium Developers only have a money claim against the Society for reimbursement of the amounts spent by them on the project till the date. Ultimately by a unanimous resolution



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of the Society dated 18th September, 2014 the Society terminated the said Development Agreement and also revoked the Power of Attorney. The Society by its letter dated 19th September, 2014, has informed the said M/s Millennium Developers of the said termination of the said Development Agreement dated 31st December 2010, and revocation of the said Power of Attorney dated 4th February 2011.

R. Thereafter MHADA vide its revised letter dated 30th September, 2014, bearing its Reference No. COMB/REE/NOC/F-24/1/136/2014, intimated the society that they considered the request of the society for (i) allotment an additional buildable area of 1536.56 sq. mtrs. or thereabouts for residential use only beyond existing BUA as per 2.5 FSI on demarcated plot & pro-rata share subject to MCGM approval, (ii) that additional land area in the form of tit-bit land admeasuring 90.64 sq. mtrs or thereabouts ("the Tit-Bit Land") as MHADA Resolution dated 7th August 2009 and bearing No. "6422", is to be amalgamated with the said Land while executing the rectification of the Lease Deed, (iii) further intimated to the society that allotment of additional buildable area of 1536.56 sq. mtrs. or thereabouts is on sub- divided Plot as per demarcation plan admeasuring 730.75 sq. mtrs and the total built up area should be permitted upto existing BUA 1118.51 sq. mtrs. + additional BUA 1536.56 Sq. mtrs. = total BUA 2655.07 Sq. mtrs for residential only and (iv) the society is also required to submit an Undertaking and Indemnity Bond and comply with various terms and conditions as mentioned therein to avail their NOC Letter.

S. The Society, itself, being unable to redevelop on its own and being desirous of appointing a new Developer for carrying out the re-development of the said property. The Members of the society unanimously decided to appoint some new fit and proper and able Developer to re-develop the property. Therefore the Society called for necessary offers from various Builders / Developers to carry out the development as above.



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- T. In these circumstances, the said Society received 3 (three) offers for the redevelopment of the Society including one from M/S N.R. CORPORATION who also submitted its offer, vide its Letter dated 8th December, 2014 and which offer was accepted as the best bid by the society.
- U. In the Special General Body Meeting of the Society held on 9th February, 2015, the 17 members were present out of total 20 Members out of the said 17 bers 16 members had consented to the appointment of the M/s N.R. Corporation as their new developer for redevelopment of the said Property in the presence of the Dy. Registrar and in view thereof it was inter-alia resolved to appoint M/s N.R. Corporation as Developers for the redevelopment of the said Property.
- V. Thereafter the Dy. Registrar Co-op. Hsg. Soc. Ltd. by his Letter dated 20th February, 2015 confirmed the resolution passed by the said Society in the Special General Body Meeting held on 9th February, 2015 and further confirmed that the M/s N.R. Corporation had been duly elected and appointed as New Developer by the society by duly following all the terms and conditions under the guidelines dated 3rd January, 2009.
- W. Thereafter Assistant Municipal Commissioner by its letter/notice dated 6th May, 2015 U/S 354 A of B.M.C. Act alleged the unauthorised erection of the fencing around the periphery of existing building without obtaining the IOD from MCGM.
- X. The Society has on or about 15th June, 2015 filed a suit bearing Suit No. 855 of 2015, in the Hon'ble High Court, Bombay against the said M/s. Millennium Developers and Ors, inter-alia for a declaration that, the Development Agreement dated 31st December, 2010 stands cancelled, null and void, revoked and same is not binding upon the society and the same is not binding upon the society and other reliefs as claimed therein. In pursuance of the said suit the society had also filed a Notice of Motion bearing No. 1771 of 2015 praying for an order of injunction against the said M/s. Millennium Developers, restraining them from interfering with the society's redevelopment work carried



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through the said M/s. N.R. Corporation and other ancillary reliefs as prayed therein. The said Notice of Motion has been disposed of. However, the suit is still pending. The said Mohan Suvama,, the proprietor of M/s Millennium Developer has also filed Arbitration Application No. 99 of 2018 against the said society in the Hon'ble High Court, Bombay, the same has been disposed and an Arbitrator has been appointed. The Arbitration proceedings are pending.

Y. It was the obligation of M/s. N. R. Corporation to pay rents / monthly compensation, corpus fund, etc. to the said Society and to clear all the MHADA formalities for obtaining all necessary consents, approval and permission of MHADA and other concerned authorities. However they were, due to unavoidable circumstances unable to comply with their part of the obligations.

Z. With a view to sort out the differences and complete the project, the society and the M/s N.R. Corporation approached Shree Siddhivinayak Classic Construction Pvt. Ltd. to take over the re-development of the said property which the Shree Siddhivinayak Classic Construction Pvt. Ltd. have agreed on the terms and conditions set out in the offer given by them to the Society.

AA. In the Special General Body Meeting of the Society held on 13th August 2017, it was interalia resolved that Shree Siddhivinayak Classic Construction Pvt. Ltd. is appointed by the said Society to develop the said property.

BB. The Search report dated 19th August, 2015 shows that the following documents are registered:

- a. Deed of Conveyance dated 09th November, 2006, registered on 14th November, 2006 under No. 9267 / 2006 between MHADA & the said society
- b. Lease deed dated 09th November, 2006, registered on 14th November,, 2006 under No. 9267 / 2006 between MHADA & the said society
- c. Development agreement dated 31st December, 2010 registered on 04th February, 2011 under no. 1052/2011 between the said society through its



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Chairman, Secretary and Treasurer and M/s Millennium Developers,
through their Proprietor Mohan Suvarna.

d. Power of Attorney dated 04th February, 2011 registered on the same date
and under no. 1053/2011

The Search further shows that the said property bearing Survey No. 149pt.) as
per the 7/12 Extract stands in the name of Maharashtra Housing and Area
Development Board Authority.

In these circumstances, the "Radha Madhav Co-Operative Housing Society Limited"
are the Lessee of the said Land and absolute Owners of the said Building and also have
a clear and marketable right free from all encumbrances in respect of the said Property,
subject to the members rights and further are entitled to grant and assign the
developments rights to "Shree Siddhivinayak Classic Construction Pvt. Ltd" to redevelop
the said Property.

Dated this 9th day of August, 2018


MR. BINOD KUMAR

Advocate

BINOD KUMAR

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