

# **JAGDISH R.CHOMAL**

B.Sc.(Hons) LL B.

**ADVOCATE HIGH COURT**

Flat No.603, 6<sup>th</sup> floor,  
Bldg. No.7, The Discovery,  
Dattapada Road,  
Near Tata Steel,  
Borivli (East),  
Mumbai - 400 066

15<sup>th</sup> July, 2017

To  
Mr.Umesh Naresh Jain,  
Sole proprietor of  
Paras Realtors,  
D/9-10, First Floor,  
Dev Parasdisse, Kanakiya Road,  
Mira Road (East),  
Dist. Thane - 401 107.

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Sub : All that piece and parcel of land on which Building known as D.G. Market-C i.e. Rail View Co-operative Housing Society Ltd. was standing, situated lying and being at Revenue village Khari, Registration Sub-District and District Thane, within the limits of Mira Bhayander Municipal Corporation, bearing Old Survey No.147 (part), New Survey No.10 (part), and Old Survey No.149 (part), New Survey No.11 (part), totally admeasuring approximately at about 1172 sq.mtrs. out of total Plot of 2930 sq.mtrs. ("**the said Property**").  
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Dear sir,

1. Originally Shree Vasant Balaji Athavle and Smt.Vijaya Vasant Athavle ("**original Owners**"), were the owners of the land bearing Old Survey No.147 (part), New Survey No.10 (part), admeasuring 2934 sq.mtrs. situate and lying

and being at Village Khari, Bhayander (East), Taluka and District Thane, hereinafter referred to as "**the said First Property**".

2. By a Deed of Conveyance dated 17.03.1980, registered in the Office of the Sub-registrar Mumbai, under Serial No. BOM/R/576/3/12 of 1980, executed between the aforesaid original owners therein referred to as the Vendors and Shri Prakash Dalsukhram Pandya, therein referred to as the Purchaser, did sell, transfer, assign and convey the said First Property in his favour for the consideration mentioned therein. In the said Deed of Conveyance the said Prakash Dalsukhram Pandya acted as the nominee of one Shri Vipin Dalsukhram Pandya for the benefit of the said Vipin D. Pandya.
3. By Mutation Entry No.4338 dated 01.12.1980, certified on 06.03.1981 the name of the said Shri Vipin Dalsukhram Pandya was recorded in the 7/12 extract of said First Property as owner thereof.
4. The said Original Owners were the owners of land bearing Old Survey No.149 (part), New Survey No.11 (part), admeasuring 3850 sq.mtrs. situate, lying and being at Village Khari, Bhayander (East), Taluka and District Thane and registration District and Sub-District Thane, hereinafter referred to as "**the Second Property**".
5. By a Deed of Conveyance dated 8<sup>th</sup> August, 1980, registered in the office of the sub-registrar Mumbai under Serial No.BOM/R/575 of 1980, executed between the aforesaid original owners therein referred to as the Vendors and Shri Prakash Dalsukhram Pandya, therein referred to as the Purchaser, did sell, transfer, assign and convey the said Second Property in his favour for the consideration mentioned therein. In the said Deed of Conveyance the said Prakash Dalsukhram Pandya acted as the nominee of one Shri Vipin Dalsukhram Pandya for the benefit of the said Vipin D. Pandya.

6. By Mutation Entry no.4337 dated 01.12.1980, certified on 06.03.1981, the name of Shri Vipin Dalsukhram Pandya, was recorded in the 7/12 extract of the said Second Property as Owner thereof.
7. The aforesaid First and Second Property hereinafter for the sake of brevity referred to as "the said Properties".
8. The said Shri Vipin Dalsukhram Pandya died intestate leaving behind him Smt. Ilaben Vipin Pandya being widow, as his only heir and legal representative in accordance with the Hindu Succession Act, 1956 under which he was governed at the time of his death became entitled to succeed to the aforesaid First and Second Property.
9. The said Shri Prakash Dalsukhram Pandya and Shri Vipin Dalsukhram Pandya formed a Partnership firm in the name and style of M/s.Sumer Builders for the purpose of development and construction of the buildings on the said Properties.
10. That after obtaining necessary permission and sanction from the authorities concerned, including the erstwhile Gram Panchayat Navghar, vide plans sanctioned dated 17.05.1975, net saleable area 53773 sq.ft., the said M/s.Sumer Builders had constructed four buildings namely D.G.Market A, B, C and D out of the said First and Second Properties, a plot out of the above said First and Second Property, admeasuring 2930 sq.mtrs., shall hereinafter referred to as "the said Properties".
11. The necessary NA Order dated 17.06.1982 Ref No.NAA/Village Bhayander/SR-20 was granted by Additional Tahsildar (N.A.) Thane.
12. The necessary Order under the provisions of Urban Land Ceiling and Regulation Act, 1976 was granted by the concerned authority bearing Ref Ref. No.ULC/T.A./Sec 22/SR-375 dated 31.01.2005.

13. The Purchasers of the Premises in the said Building D.G.Market formed separate societies such as (i) D.G. market –A is now known as Lovedale Co-operative Housing Society Ltd., (ii) DG Market – B is known as Summerset Co-operative Housing Society Ltd., (iii) DG Market – C is known as Rail View Co-operative Housing Society Ltd., (iv) DG Market – D is known as Silver Line Co-operative Housing Society Ltd.
14. The subject matter of this Title Report relates to the said Property on which the said Building DG Market – C i.e. Rail View Co-operative Housing Society Ltd., (“**said Society**”) was standing consisting of total 78 units inclusive of residential flats/shops/galas premises (“**said Building**”).
15. Since the said Building was in ruinous and dilapidated condition the erstwhile Mira Bhayander Municipal Corporation had issued several notices under Mumbai Prantik Mahanagar Palika Act, 1949 under Section 264(1)(2)(3) to all the aforesaid buildings.
16. By a Development Agreement dated 09.12.2003 the said Shri Prakash Dalsukhram Pandya with the consent and confirmation of Smt. Ilaben Pandya and M/s.Sumer Builders had agreed to grant the development rights of the said buildings to the all 4 above said Societies.
17. The said Shri Prakash Dalsukhram Pandya with the consent and confirmation of Smt. Ilaben Vipin Pandya and Sumer Builders while granting the development rights of the said buildings to the all 4 above said Societies had also executed a power of attorney dated 08.12.2003 in favour of the said Societies.
18. The said Society themselves demolished the said Building in the year 2008 being in ruinous and dilapidated condition.

19. The Mira Bhayander Municipal Corporation issued an Existing Area Certificate dated 18.09.2006 to the above said buildings i.e Building A, B, C, D having following areas :

<u>Name of the Building</u>	<u>Area in Sq.Mtrs.</u>
a) D.G. market –A Lovedale CHS Ltd.,	1155.76
b) DG Market – B Summerset CHS Ltd.,	1064.96
c) DG Market – C Rail View CHS Ltd.,	2492.56
d) DG Market – D Silver Line CHS Ltd.	1537.00
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Total	6250.28
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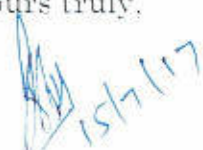
20. As per the above Existing area Certificate the total constructed area of all above said four buildings is 6250.28 sq.mtrs., out of which the area of the said Society i.e. Rail View Co-operative Housing Society Ltd., is 2492.56 sq.mtrs. i.e. proportionately 40% of the total constructed area. The total plot area of all the buildings is 2930 sq.mtrs. and as per the above proportion the area of the said Society i.e. Rail View Co-operative Housing Society Ltd., is 1172 sq. mtrs. (hereinafter referred to as “the Plot area of Rail View CHS Ltd./said Property”).
21. The MBMC sanctioned plans for Redevelopment of DG Market for all 4 societies on the above said properties on 27.02.2008 Sanction Plan No.MB/MNP/NR/1400/07-08.
22. The said Society completed most of the pilling work as per the above said sanctioned plan by MBMC in 2010. The said Society after negotiations gave the work from plinth onwards to M/s.Paras Realtors vide contract Agreement dated 31.08.2012. The said M/s.Paras Realtors completed most of the Plinth work of the said building as per the above said sanctioned plan in 2012.



23. That due to shortage of funds and time to manage the affairs of construction of the above said Building, the said Society approached on 08.09.2013 to M/s.Paras Realtors to take over the entire work of redevelopment/construction of the said new Building as a Developer at the rate of Rs.1701/- per sq.ft. unable carpet area, to complete the work till the lock and key stage. That an Agreement dated 25.07.2014 is executed between the said Society therein referred to as the Society, and yourself, therein referred to as the Developer, pursuant to which the said Society has granted the right of Redevelopment of the said Building for the consideration and on the terms and conditions mentioned therein and the said Agreement is registered at the office of the sub-registrar of Assurances Thane-7 under Serial No.5927 of 2014 dated 25.07.2014. The said Society has also executed an Irrevocable General Power of Attorney dated 25.07.2014 in your favour to do various acts, deeds and things relating to the said Property and the said Power of Attorney is also registered at the office of the sub-registrar of Assurances Thane-7 under Serial No.5932 of 2014 dated 25.07.2014.
24. Subject to what is stated hereinabove and subject to and relying upon the documents as aforementioned, and pursuant to the said Development Agreement dated 25.07.2014, subject to the terms and conditions therein contained you are entitled to construct new building for the said Society on the said Property.

Mumbai dated this 15<sup>th</sup> day of July, 2017.

Yours truly,



Jagdish Chomal

(Advocate)