

ADV IRMA MOTA B.A.LLM

Advocate High Court

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To
Maharashtra Real Estate Regulatory Authority
3rd floor A wing
SRA Administrative Building
Anant Kanekar Marg , Bandra (East),
Mumbai 400051

TITLE CERTIFICATE

Sub: Title Clearance Certificate with Plot No. 17 , CTS No. 348
(part) admeasuring about 538.86 Sq. mtrs. being lying and situated at
Village Pahadi, Taluka Borivali , Mumbai Suburban District (hereinafter
referred to as "the said Plot")

1. I have investigated the title of the said Plot on the request of the
Siddharth Nagar Shivam Cooperative Housing Society Ltd (hereinafter
referred to as "the Society ") and following documents i.e:-

i) Description of the said Plot : As Above , having boundaries , as under

On or towards East : by Barrack no. 12

On or towards West: By 9.00 Mtr. Wide Internal road

On or towards South : by 9. 15 Mtr. Wide road

On or towards North : By building No. 18

ii) The document of allotment of Plot.

a) Registered Lease Deed dated 13.8.2009 bearing no. BO-2/7233/2009
executed between Maharashtra Housing and Development Authority
(hereinafter referred to as "MHADA") being the Owner/ Lessor and the
Society (Lessee) , in respect of the said Plot , for a period of 90 years ,

IRMA

with effect from 1/9/1990 , at the rent reserved and upon terms and conditions recorded therein

- b) Registered Sale Deed dated 13.8.2009 bearing BO-2/7232/2009 executed between MHADA being the Owner / Vendor and the Society / Purchaser , in respect of the Building no. 17 above referred to sold and conveyed in favour of the Society at the consideration and upon the terms and conditions recorded therein
- c) Registered development agreement dated 14.6.2021 bearing BO-2/7222/202021 executed between the society and Khodiyar Construction , a sole proprietorship concern of Mr. Virendra H Doshi (hereinafter referred to as "the Developer ") whereunder the Society has granted right of redevelopment of new building to be constructed on the aforesaid plot, at the consideration and upon certain terms and conditions incorporated therein. Pursuant to this Development Agreement society also executed incidental Power of attorney dated 14.6.2021 executed by the society in favour of the Developer bearing no. BO-4/7222/2021.
- iii) Extract of property card dated 22/5/2018 issued by the Office of City Survey , Goregaon , in respect of aforesaid plot standing in the name of MHADA as Owner of vast piece of land bearing CTS no. 348 but vide Mutation entry no. 1269 of 2018 affected on 22/5/2018 the said Plot forming part of CTS No. 348 has mutated in the name of society as a Lessee Revenue Department
- iv) Public notice issued in Free Press Journal (English Edition and Navshakti (Marathi Edition) both dated 2/2/2022 and the written response dated 3/3/2022 of the Advocate issuing Public Notice having not received any objection thereof.
- v) Search Report dated 14/2/2022.

J. S. S.

2) On perusal of the above mentioned documents and all other relevant documents relating to title of the said Plot I am of the opinion that the title of the Society being the Lessee of the said Plot is clear and marketable subject to pending Bombay high Court suit no. 1088 of 2010 filed by Swastik Reality Pvt. Ltd. against the Society , based on which Notice of Lis Pendens No. 4647 of 2010 has been registered with the office of Sub Registrar at Borivali (the effect of the suit has been set out in detailed in separate sheet annexed hereto)

3) Qualifying comments / remarks


a) On 6.12.2010 the society executed registered Development agreement bearing No. Bo-2-10625/2010 with M/s Kabra And Associates , in respect of the above referred plot and the building no. 17. However this Agreement has been duly cancelled by the society and M/s Kabra And Associates vide registered document bearing no. Bo-4-9072/2016. Thus this Agreement is without any consequences

b) On 27/7/2016 1) Mr. Mahesh Vallabhbbhai Patel 2) Mr. Gautamkumar Vallabhbbhai Patel 3) Mr. Harshad v and Mrs. Nirmal Hardevbbhai Patel has filed Suit no. 2463 a of 2016 at City civil court Dindoshi /branch against 1) Bharat Vallabhbbhai Patel and 2) Siddha CHS Ltd and followed by registered Notice of Lis Pendens bearing no. Bo-2-463/2017. This suit seems to be interse dispute between family members of Vallabhbbhai Patel, but society concerned is one Siddha CHS Ltd and not the society herein i.e Siddharth Nagar Shivam Cooperative Housing society Ltd.

4) The report reflecting the flow of the title of the Society on the said Plot is as above.

Dated 22/4/2022

Encl Annexure


Advocate Irma Mota

ANNEXURE

1) Details pertaining to Bombay High Court Suit no. 1088 of 2010

a) Parties to the suit:
Swastik Reality Pvt LtdPlaintiff
V/s
Siddharth Nagar Shivam CHS LtdDefendant

b) Nature of the suit: Suit for specific performance in respect of documents annexed thereto viz. Agreement for development having paid stamp duty on it. This Agreement is admittedly unexecuted. Further annexed power of Attorney which is also unexecuted.

c) Prayers / Relief sought for in the Suit : Substantial relief is of Specific Performance of above referred Agreement and that the same is valid , subsisting and binding upon the society. In the alternate , monetary claim of Rs. 1 Crore has been sought against the society as and by way of damages and further Rs. 25,00,000/- towards reimbursement of expenses , with interest at the rate of 18% p.a

d) Interim reliefs have also been sought against the society for appointment of Court Receiver of Leasehold Plot and the building no. 17 and order of injunction.

2) Perused the Plaint as well as Notice of motion moved against the society for ad interim /interim relief and the written statement filed by the society.

3) Observation: The suit has been filed on the not concluded contract, it is wrongly described that the Society is Owner of the Land and save and except of filing the suit and notice of motion , followed by registration of Lis Pendens, the aforesaid Plaintiff have not able to obtain any ad interim/interim relief in their favour and against the society. In the matter of redevelopment of the Plot of the society , execution of development agreement is the main ingredients of concluded contract, which is not so in the above matter. Law is equally settled that the damages can be awarded in the matter of breach of concluded contract , which is not so in the present matter. In nutshell the proceedings have been initiated against the society but of without any substance.

M. S. Srinivasulu
M/S - Srinivasulu