

Rajesh H. Ghadge.

Advocate High Court
B.A. LL.B.

Smt. Jayshree Dhondu Chavan CHS, 7/14, Poisar Kajupada, Gaondevi Road, Kandivali (East), Mumbai - 400 101.

Mobile no. 9819080058

"ANNEXURE"

ENTITLEMENT OF M/S. GOLD COIN BUILDERS TO DEVELOP THE PROPOSED BUILDING ON SUB-PLOT -B BY UTILIZING A PART OF THE FREE SALE FSI OF 1680.57 SQ. MTRS (BUA) IS AS UNDER:

FLOW OF TITLE WITH RESPECT TO THE NON-SLUM PLOTS.

- A. Land bearing CTS No. 651-C admeasuring 104.8 sq. meters or thereabouts ('First Non-Slum Land').**
- i. i) Chandrakant Sadashiv Sharangdhar, ii) Kamlakant Sadashiv Sharangdhar, iii) Miss Manak Sadashiv Sharangdhar, were the absolute owners and or otherwise well and sufficiently entitled to all those pieces and parcels of lands bearing CTS Nos. 694 to 699 admeasuring in aggregate 3,619 sq. meters or thereabouts of Village Kolekalyan, Bombay Suburban District as well as all those pieces and parcels of lands lands bearing CTS Nos. 651 to 653 admeasuring in aggregate 1140 sq. meters or thereabouts of Village Kolekalyan, Bombay Suburban District.
- ii. By Articles of Agreement dated 26th April, 1980 executed between i) Chandrakant Sadashiv Sharangdhar, ii) Kamlakant Sadashiv Sharangdhar, iii) Miss Manak Sadashiv Sharangdhar being the Vendors therein referred to of the One Part and M/s. Gold Coin Builders being the Purchasers therein referred to of the Other Part, the said Chandrakant Sadashiv Sharangdhar and 2 others agreed to sell unto M/s. Gold Coin Builders, all those pieces and parcels of land bearing CTS Nos. 694 to 699 admeasuring in aggregate 3,619 sq. meters or thereabouts alongwith the right to consume the FSI to the extent of 580 sq. mts. emanating from the adjoining lands bearing CTS Nos. 651 to

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- 653 admeasuring in aggregate 1,140 sq. meters or thereabouts for the consideration and upon the terms and conditions recorded therein;
- iii. Thereafter, M/s. Gold Coin Builders executed and registered a Declaration Cum Deed of Confirmation dated 4th April, 2006 duly registered with the Sub-Registrar of Assurances at Bandra (East) under serial no. BDR-1/2717/2006 dated 4th April 2006 confirming the execution of the Articles of Agreement dated 26th April, 1980 annexed thereto and admitted the registration thereof.
- iv. In the Development Plan of Mumbai City, a DP road was passing through the lands bearing CTS Nos. 694 to 699 and lands bearing CTS Nos. 651 to 653.
- v. M/s. Gold Coin Builders applied to the Additional District Collector to amalgamate and sub-divide the lands bearing CTS Nos. 694 to 699 and lands bearing CTS Nos. 651 to 653 alongwith land bearing erstwhile CTS No. 790 (*which land also belongs to M/s. Gold Coin Builders*) and pursuant to the said application made by M/s. Gold Coin Builders, the Additional District Collector passed an Order dated 11th November, 1985 amalgamating and sub-dividing the lands bearing CTS Nos. 694 to 699, lands bearing CTS Nos. 651 to 653 and land bearing CTS No 790 and assigned new City Survey Numbers along with the corresponding new areas as tabulated hereunder:

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Original CTS Numbers	Total Area as per City Survey Records. [Old CTS Nos]	Revised CTS numbers [Post Sub-Division & Amalgamation]	Corresponding Areas [Revised CTS Nos]
651 to 653	6366.1	651 - A	2805.9
694 to 699		651 - B	1289.8
790		651 - C	104.8
		651 - D	956.5
		651 - E	1209.1
			6366.1

vi. After amalgamation cum sub-division as above, M/s. Gold Coin Builders are entitled to develop the land bearing CTS No. 651-C.

B. Lands bearing CTS No. 700-C admeasuring 70 sq. meters or thereabouts ('Second Non-Slum Land').

i. *Vide* Articles of Agreement dated 20th December, 1981 executed between Baburao K. Raut being the Owner therein referred to of the One Part and M/s. Gold Coin Builders being the Developers therein referred to of the Other Part, the said Baburao K. Raut granted the development rights in respect of all those pieces and parcel of land bearing CTS No. 700 bearing corresponding Survey No. 423, Hissa no. 28 for the consideration and upon the terms and conditions therein contained.

ii. In the Development Plan of Mumbai, a DP road was shown passing through the said above land, due to which land bearing the said CTS No. 700 was sub-divided as under:

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CTS No	Area (in sq. mtrs.)
700-A	18.70
700-B	146
700-C	70

- iii. By registered Deed of Conveyance dated 31st December, 2021 executed between Baburao K Raut being the Owner therein referred to of the One Part and M/s. Gold Coin Builders being the Purchasers therein referred to of the Other Part, the said Baburao K Raut sold, transferred, granted, conveyed and assured unto M/s. Gold Coin all those pieces and parcels of land bearing CTS No. 700-C admeasuring 70 sq. meters or thereabouts for the consideration and upon the terms and conditions recorded therein;
- iv. Accordingly, M/s. Gold Coin Builders are owners and entitled to develop the land bearing CTS No. 700-C.

The First Non-Slum Land and the Second Non-Slum Land shall collectively be referred to as the '**Non-Slum Plots**'.

C. Lands bearing CTS Nos. 755 to 773, 775 to 789, 801, 651-E ('First Slum Land') admeasuring in aggregate 4953 sq. meters or thereabouts AND Lands bearing CTS Nos. 747 to 754 ('Second Slum Land') admeasuring in aggregate 673.50 sq. meters or thereabouts.

- i. As reflected in the certified copies of the relevant property cards, Dattatraya Bhomaji Maldodi, was the absolute owner and or otherwise well and sufficiently entitled to the First Slum Land subject to securities created by Dattatraya Bhomaji Maldodi in favour of Late Ganpat Ladha *vide* registered Indenture of Mortgage dated 20th November, 1944 *read* with registered

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Transfer of Mortgage dated 23rd February, 1945, registered Transfer of Mortgage and Further Charge dated 7th January, 1947 and registered Deed of Further Charge dated 17th March, 1949 (hereinafter collectively referred to as '**said mortgages over the first Property**') upon the terms and conditions recorded in the said Mortgages.

- ii. As reflected in the certified copies of the relevant property cards, Dattatraya Bhomaji Maldodi, was the lessee in respect of the Second Slum Land subject to securities created by Dattatraya Bhomaji Maldodi in favour of Late Ganpat Ladha *vide* registered Indenture of Mortgage dated 20th November, 1944 read with registered Transfer of Mortgage dated 23rd February, 1945, registered Transfer of Mortgage and Further Charge dated 7th January, 1947 and registered Deed of Further Charge dated 17th March, 1949 (hereinafter collectively referred to as '**said mortgages over the second Property**') upon the terms and conditions recorded in the said Mortgages.
- iii. The said mortgages over the First Slum Land and the said mortgages over the Second Slum Land shall collectively be referred to as the '**said Mortgages**'.
- iv. *Vide* Articles of Agreement dated 17th June, 1977 executed between 1) Dattatraya Bhomaji Maldodi, 2) Snehlata Dattatraya Maldodi and 3) Rajiv Dattatraya Maldodi (hereinafter collectively referred to as '**Maldodi family**') being the Vendors therein referred to of the One Part and Surji Kunverji Gala being the Purchaser therein referred to of the Other Part, the Maldodi family

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agreed to sell the First Slum Land and also agreed to assign the leasehold rights in respect of the Second Slum Land, alongwith their right of redemption under the said Mortgages to Surji Kunverji Gala, for the consideration and upon the terms and conditions therein contained. Although stamp duty was paid on the Articles of Agreement dated 17th June, 1977, the parties thereto failed to appear before the Sub-Registrar of assurances for the purpose of registering the same.

- v. Thereafter, *vide* a registered unilateral Deed of Confirmation dated 4th December, 2001 duly registered with the Sub-registrar Andheri under Serial No. BDR1-8811-2001 executed unilaterally by Surji Kunverji Gala in his capacity as the Partner of M/s. Gold Coin Builders, Surji Kunverji Gala unilaterally confirmed the execution of the Articles of Agreement dated 17th June, 1977 with the Maldodi family in respect of the said First Slum Land and said Second Slum Land.
- vi. *Vide* a registered Indenture dated 14th August, 1978 duly registered with the Sub-Registrar of Bombay under Serial No. 1574 of 1978, executed between 1) Umarbai Ganpat 2) Premji Ganpat 3) Ratansi Ganpat 4) Jayantilal Ganpat in their capacity as the Executors of the Last Will left behind by Late Ganpat Ladha being the Executors therein referred to of the One Part and 1) Jayantilal Ganpat, 2) Shantilal Ganpat, 3) Pravinchandra Ganpat 4) Talakshi Ganpat 5) Harakchand Ganpat being the Legatees therein referred to of the Second Part and the Maldodi family being the Confirming Parties therein referred to of

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the third part and Gold Coin Builders being the Transferees therein referred to of the Fourth Part, the said Executors and Legatees of the Last Will left behind by Late Ganpat Ladha, with the confirmation of the Maldodi family assigned and transferred all their rights, title and interest and other powers, rights, remedies and securities and other benefits vested with them under the said Mortgages in respect of the said First Slum Land and the Second Slum Land unto M/s. Gold Coin Builders (wherein Mr. Surji Kunverji Gala was then a Partner) for the consideration and upon the terms and conditions therein contained.

- vii. Snehlata Dattatraya Maldodi died intestate on 9th November, 1988 leaving behind Dattatraya Bhomaji Maldodi and Rajiv Dattatraya Maldodi as her last legal heirs and next of kins as per the provisions of the Hindu law of succession by which she was governed at the time of her death.
- viii. Rajiv Dattatraya Maldodi died intestate on 27th September, 1995 leaving behind i) Rohini Rajiv Maldodi (his widow), ii) Rahul Rajiv Maldodi (his son), iii) Rashmi Shrikant Velekar alias Rashmi Rajiv Maldodi (his married daughter) and iv) Reena Abhishek Surve alias Reena Rajiv Maldodi (his married daughter) as his last legal heirs and next of kins as per the provisions of the Hindu law of succession by which he was governed at the time of her death.

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- ix. Dattatraya Bhomaji Maldodi died intestate on 3rd July, 1998 leaving behind i) Rohini Rajiv Maldodi (his daughter-in-law), ii) Rahul Rajiv Maldodi (his grandson), iii) Rashmi Shrikant Velekar alias Rashmi Rajiv Maldodi (his married granddaughter) and iv) Reena Abhishek Surve alias Reena Rajiv Maldodi (his married granddaughter) as the last legal heirs and next of kins of his predeceased son Rajiv Dattatraya Maldodi, as per the provisions of the Hindu law of succession by which he was governed at the time of her death.
- x. After the demise of the members of the Maldodi family, i) Rohini Rajiv Maldodi, ii) Rahul Rajiv Maldodi iii) Rashmi Shrikant Velekar alias Rashmi Rajiv Maldodi and iv) Reena Abhishek Surve alias Reena Rajiv Maldodi applied to the City Survey Officer to mutate their names in place and instead of Late Dattatraya Bhomaji Maldodi in their capacity as the legal heirs of Late Dattatraya Bhomaji Maldodi with respect to the said First Slum Land and the Second Slum Land.
- xi. Two Applications viz: Application dated 11th January, 2015 and 11th January, 2016 respectively were also made by M/s. Gold Coin Developers to the City Survey Officer viz :- one Application (dated 11th January, 2015) to mutate their name in the relevant property cards based on the Articles of Agreement dated 17th June, 1977 *read with* registered unilateral Deed of Confirmation dated 4th December, 2001 with respect to the First Slum Land and Second Slum Land and the other Application (dated 11th January, 2016) was to mutate their names as Mortgagees in possession with respect to the First

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Slum Land and Second Slum Land under the registered Indenture dated 14th August, 1978.

- xii. The Application dated 11th January, 2015 made by M/s. Gold Coin Builders through their Partner Mr. Hemchand Gala and the Application made by i) Rohini Rajiv Maldodi, ii) Rahul Rajiv Maldodi iii) Rashmi Shrikant Velekar alias Rashmi Rajiv Maldodi and iv) Reena Abhishek Surve alias Reena Rajiv Maldodi were rejected by the City Survey Officer *vide* a common Order dated 26th August 2016.
- xiii. Another Application dated 11th January, 2016 made by M/s. Gold Coin Builders through their Partner Mr. Hemchand Gala for mutating the name of M/s. Gold Coin Builders as the Mortgagee in possession of the said First Slum Land and Second Slum Land was also rejected by an Order 3rd September, 2016.
- xiv. Two Appeals bearing no 398 of 2016 and 399 of 2016 were filed by M/s. Gold Coin Builders and one Appeal bearing No. 373 of 2016 was filed by i) Rohini Rajiv Maldodi, ii) Rahul Rajiv Maldodi iii) Rashmi Shrikant Velekar alias Rashmi Rajiv Maldodi and iv) Reena Abhishek Surve alias Reena Rajiv Maldodi before the Superintendent of Land Records Bandra Mumbai ('SLR') challenging the Orders dated 26th August 2016 and 3rd September 2016 passed by the City Survey Officer Bandra Mumbai and for the other reliefs as therein mentioned. By a Common Order dated 31st July 2017 passed in the aforesaid Appeals, the Superintendent of Land Record confirmed the Orders dated 26th

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August 2016 and 3rd September 2016 passed by the City Survey Officer, Bandra Mumbai.

- xv. Being aggrieved by the Order dated 31st July 2017 passed by the SLR, M/s. Gold Coin Builders preferred an Appeal before the Deputy Director of Land Records ('DDLR'). Pending the adjudication of the said Appeal, the parties thereto executed Consent Terms dated 27th March, 2018 therein whereunder i) Rohini Rajiv Maldodi, ii) Rahul Rajiv Maldodi iii) Rashmi Shrikant Velekar alias Rashmi Rajiv Maldodi and iv) Reena Abhishek Surve alias Reena Rajiv Maldodi confirmed the following:

- a. that the said Mortgagees had assigned and transferred all their respective rights in the First Slum Land and Second Slum Land under the Mortgage Deeds in favour of the M/s. Gold Coin Builders,
- b. Full consideration has been paid by M/s. Gold Coin Builders to the Mr. Ganpat Ladha and his legatees named in his last Will, that the quiet vacant and peaceful possession of the First Slum Land and Second Slum Land vested with M/s. Gold Coin Builders since on 14th August 1978.
- c. Rohini Rajiv Maldodi, ii) Rahul Rajiv Maldodi iii) Rashmi Shrikant Velekar alias Rashmi Rajiv Maldodi and iv) Reena Abhishek Surve alias Reena Rajiv Maldodi further confirmed that by an Agreement dated 17th June 1977 read with a Deed of Confirmation dated 4th December 2001 registered under no BDR-1/8811 of 2001 (1)