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N. Gupta, Urmila S. Gupta and Sushama A. Gupta to be referred to as **"Gupta Family"**. On becoming aware of the aforesaid agreement, the Minal Co – operative Housing Society Limited challenged the same before the Hon'ble City Civil Court by filing a suit bearing no. 3067 of 1996.

- j) That the said Shivkumar Motilal Jalan died intestate on 14th April, 1994. Pursuant thereto, various flat buyers in Minal Apartments requested Ratnibai Ghanshyamdas Poddar and Kailash Pati Ghanshyamdas Poddar to transfer, convey and assign the First Property in favour of Minal Co-operative Housing Society Limited. Therefore, Ratnibai Ghanshyamdas Poddar and Kailash Pati Ghanshyamdas Poddar conveyed the said Land in the favour of Minal Co-operative Housing Society Limited vide an Indenture dated 20th March, 1998.
- k) All the twelve (12) blocks/ residential units standing on the Second Property with the building Madhav Kunj were tenanted to various tenants, which have been sold by various agreements to various purchasers on ownership basis, subject to the existing tenancies. In the aforesaid agreements, it was agreed that conveyance with respect to the Second Property will be executed in favour of the society of the flat purchasers in the said Building.
- l) The aforesaid flat purchasers came together to form a society in the name of Madhav Kunj Co-operative Housing Society Limited on 26th September, 1997 and thereby registered the same under the registration no. BOM/WKE/HSG/TC/9728/97-98 and thereafter approached Arvind M. Poddar and Sanjay M. Poddar for conveyance of the said part of the Scheduled Property.
- m) In consideration of a sum of Rs. 3,76,000/ (Three Lakh Seventy Six Thousand Only) paid to Arvind M. Poddar and in further consideration a sum of Rs. 3,76,000/- (Three Lakh Seventy Six Thousand Only) paid to Sanjay M. Poddar, the said part of the Scheduled Property with the said Building constructed thereon was conveyed in favour of the said Society vide the deed of conveyance dated 29th April, 1998. The Deed of Conveyance wrongly records the C.T.S. No. as 1161 & 1161/1 to 1161/15



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instead of C.T.S. No. 1611 & 1611/1 to 1611/15 and the said Society has given a declaration on oath to that effect regarding the factual position.

- n) On being aware of the conveyance in favour of Minal Co-operative Housing Society and Madhav Kunj Co-operative Housing Society, the members of the Gupta Family filed a suit before the Hon'ble High Court of Bombay in the year 2000 challenging the said conveyance deed. By an Order dated 18th December, 2020 was passed by the Hon'ble High Court in Notice of Motion No. 3520 of 2000 in Suit No. 4525 of 2000 rejected the application for ad – interim reliefs. Thereafter the said suit was transferred to the Hon'ble City Civil Court at Dindoshi as Suit No. 9134 of 2000 since the pecuniary jurisdiction of the Hon'ble High Court was enhanced. The said suit was dismissed by the City Civil Court on 19th October, 2013. An application in the form of notice of motion being no. 4645 of 2015 was made to restore the suit which came to be rejected by the City Civil Court by an order dated 26th November, 2018.
- o) The suit bearing no. 3067 of 1996 which was filed before the Hon'ble City Civil Court was decreed in favour of Minal Co-operative Housing Society Limited vide an order dated 19th January, 2018 and by the said order, the suit structure was directed to be demolished which is beyond the sanctioned plan and rights of Gupta Family were restricted to only balance F.S.I. adm. 6550-3q. ft. and other various reliefs were granted. The said order is currently under challenge before the Hon'ble High Court at Bombay in the First Appeal bearing no. 1117 of 2018 and the Hon'ble High Court vide its order dated 22nd March 2018 had directed the parties to maintain status quo with respect to the suit structure and the matter will be heard finally at the stage of admission.
- p) The members of the Ramanuj Co – operative Housing Society Limited who are the legal heirs of the Gupta Family filed an application bearing no. 37 of 2021 seeking unilateral deemed conveyance and the same was proceeded by the Hon'ble Deputy Registrar and an order for deemed conveyance was passed on 2nd August, 2021. The Minal Co-operative Housing Society has filed a Writ Petition no. 7981 of 2022 before the Hon'ble High Court of Bombay against Ramanuj Society challenging the order dated 2nd August, 2021 passed by the District Deputy Registrar.



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The Hon'ble Bombay High Court vide its order dated 13th April 2023 has stayed the operation, implementation and execution of the order of deemed conveyance.

- q) Meanwhile, since the buildings were in a dilapidated condition, the members of the said Minal Co-operative Housing Society Limited and Madhav Kunj Co-operative Housing Society Limited decided to go for redevelopment of their buildings. Therefore, Minal Co-operative Housing Society Limited and its members executed a Development Agreement dated 29th March, 2022 in favour of Sevenfolds Construction LLP. By the said Development Agreement, Minal Co-operative Housing Society granted development rights in favour of the Sevenfolds Construction LLP in respect of the said Land which is duly registered with the office of the Joint Sub-Registrar of Assurances at Andheri dated 6th April, 2022 under Sr. No. BDR-18/5913/2022. Along with the said Development Agreement the said Minal Co-operative Housing Society Limited through its managing committee also executed an Irrevocable Power of Attorney on behalf of the said Minal Co-operative Housing Society Limited appointed Mr. Fauzaan Ashraf Khan and Mr. Sandeep Satishkumar Saboo, the Designated Partners authorized by the Sevenfolds Constructions LLP, as their true and lawful attorney, for the Society's name and on its behalf and to execute all at the cost and expenses of the said Sevenfolds Construction LLP and consequences all or any of the acts, deeds and things mentioned therein in respect of the said land. The said Irrevocable Power of Attorney is registered with the office of the Joint Sub-Registrar of Assurances at Andheri dated 6th April, 2022 under Sr. No. BDR-18/5917/2022.
- r) Similarly, Madhav Kunj Co-operative Housing Society Limited and its members also executed a Development Agreement dated 31st March, 2022 in favour of Sevenfolds Construction LLP. By the said Development Agreement, Madhav Kunj Co-operative Housing Society granted development rights in favour of the Sevenfolds Construction LLP in respect of the said part of the Scheduled Property which is duly registered with the office of the Joint Sub-Registrar of Assurances at Andheri dated 7th April, 2022 under Sr. No. BDR-17/4721/2022. Along with the said Development Agreement the said Madhav Kunj Co-



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operative Housing Society Limited through its managing committee also executed an Irrevocable Power of Attorney on behalf of the said Madhav Kunj Co-operative Housing Society Limited appointed Mr. Fauzaan Ashraf Khan and Mr. Sandeep Satishkumar Saboo, the Designated Partners authorized by the Sevenfolds Construction LLP, as their true and lawful attorney, for the Society's name and on its behalf and to execute all at the cost and expenses of the said Sevenfolds Construction LLP and consequences all or any of the acts, deeds and things mentioned therein in respect of the said part of the Scheduled Property. The said Irrevocable Power of Attorney is registered with the office of the Joint Sub-Registrar of Assurances at Andheri dated 7th April, 2022 under Sr. No. BDR-17/4722/2022.

- s) The said Sevenfolds Construction LLP has also started the procedure for redevelopment and has applied for IOD in respect of the same. They have also published a paper notice dated 30th May, 2022 through their advocate in one English and one Marathi newspaper. They have also submitted a proposal for IOD of joint redevelopment of Minal Co-operative Housing Society Limited and Madhav Kunj Co-operative Housing Society Limited and have also received final legal opinion from M.C.G.M. dated 26th July, 2022 in regards to the same.
- t) The said Sevenfolds Construction has also obtained IOD for joint redevelopment of Minal Co-operative Housing Society Limited and Madhav Kunj Co-operative Housing Society Limited from the M.C.G.M. on 21st February, 2023 and have also obtained Commencement Certificate in regards to the of joint redevelopment of Minal Co-operative Housing Society Limited and Madhav Kunj Co-operative Housing Society Limited from the M.C.G.M. upto top of basement on 03rd August 2023.
- u) Presently, the Minal Co-operative Housing Society Limited is absolutely seized and possessed of all that piece and parcel of the said Land and Madhav Kunj Co-operative Housing Society is absolutely seized and possessed of the said part of the Scheduled Property.



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2. Search Report:

- a. I have received a copy of the search report dated 2nd May 2023 handed over to me by Mr. Vikas Yadav. On careful perusal of the Search Report, I observe and believe that in records maintained by all the concerned revenue departments, the Scheduled Land is standing in the name of Minal Co-operative Housing Society limited and the said part of the Scheduled Property is standing in the name of Madhav Kunj Co-operative Housing Society Limited.

3. Public Notice:

- a. A notice inviting objections were issued in one English newspaper and one Marathi newspaper on 30th May 2022. Till date, on objections have been received towards the same.
4. I therefore, certify that the title of the Scheduled Property is clear save and except 6550 sq. ft. F.S.I. belonging to the Gupta Family. Furthermore, the title with respect to an area admeasuring 607.76 sq. mtr. of which the Gupta Family through the Ramanuj Co – operative Housing Society Limited has obtained unilateral deemed conveyance has been stayed by the Hon'ble Bombay High Court and therefore, the same is not in operation at this point in time.
 5. I therefore certify that the said title of Minal Co-operative Housing Society Limited and Madhav Kunj Co-operative Housing Society Limited is marketable and free from all reasonable doubts and encumbrances and the said Societies are entitled to develop the Scheduled Property save and except for the exemptions as stated hereinabove.

29th September 2023

Yours faithfully,
For Insignia Attorneys


Mr Bishwajeet G. Mukherjee, Advocate

