



# Advocate Sunita S. Pagey

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To

Advocate Upadhye and Associates

Add: 212/50, Sadashiv Peth, Om Tat Sat Apartments,  
Pune-411030

My client Shirodkar CHS Ltd., through its Chairman Mr. Ramesh Deshmukh and Secretary Mr. Bhagwan Phulaware have instructed me to send this notice reply to you and upon the authority and instructions given to me by my client I have to address you this notice reply as under:

1. My client emphatically denies each and every contents of your notice dated 18/02/2026 sent on behalf of your client Mr. Nilesh Urunkar. Unless otherwise specifically admitted contents of this notice are held to be denied in toto.
2. That the contents of Para No.1 about grave, systematic and financial prejudicial irregularities allegedly committed by my client in the redevelopment process of Dr. V. N. Shirodkar Housing Society, Bhosale Nagar are entirely false and your client is put to strict proof of each and every allegation made by him.
3. It is true that your client is bona-fide member of the society. However rest of the contention about suppression of lawful entitlement, distortion of regulatory parameters and financial structuring favouring third party financial gain and economic deprivation of member are not true.

4. Had it been the case that, your client was not satisfied with the feasibility study presented by the Project Management Consultant, he would have raised objection then and there or at least. Your client could have sent his suggestions/objections/improvements to the feasibility study immediately to the society along with necessary substantiation.
5. However instead of discussing the issues in the General Body Meeting, your client chose to send legal notice to increase his nuisance value by creating obstacle in the process of redevelopment.
6. As regards to contents of Para No. 2 it is true that the feasibility report forms the financial backbone of the entire project and hence the Management Committee has circulated the same well in advance prior to presentation. The Management Committee got feasibility report done from two architects namely Architect Dhaval Deshmukh and Architect Devendra Dhere. The feasibility report of Architect Dhaval Deshmukh was circulated on 11/10/2025 and immediately on the same day, his presentation of organised. Your client was present during the meeting called for presentation of Architect Dhaval Deshmukh on feasibility study.
7. The feasibility study of Architect Devendra Dhere was circulated on 08/11/2025 and presentation was organised on 22/11/2025. Hence ample period was given to your client to provide all necessary/objections/improvement to the feasibility study. However your client though remained present during presentation of Architect Devendra Dhere, did not raise any objections.
8. It is thus evident that, had it been the case that, your client genuinely wanted to support the redevelopment and would

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have participated and added value to the same. The entire allegations made about structural, financial suppression and all other allegations made by your client are baseless and far from the truth and denied by my client in most strongest terms.

9. Your client never had any intention to support redevelopment and hence instead of having discussion with the management committee, General Body chose to send the legal notice on flimsy grounds. In the entire notice your client has utterly failed to substantiate his allegations with facts and figures.
10. The entire notice is thus bundle of allegations, without even substantiating a single one.
11. That the contents of Para No. 3 are again baseless allegations without substantiating any of the allegations with facts and figures.
12. As regards to contents of Para No. 4 it is true that the Municipal Record obtained under statutory process established that the approach road width is 9.14 mtrs. The projection about land surrender has not impacted the feasibility adversely. In fact the FSI for road widening is considered during the feasibility report. Hence by no stretch of imagination the road widening deduction reduces quantum of saleable built up area attributable to the Society and proportionately increases the Developer's margin. It appears that your client has not given you the correct information prior to sending this legal notice and based on this incorrect information this notice appears to be sent.
13. As regards to contents of Para No. 5 to 7 the entire feasibility report along with the cost implication and the benefits were extensively explained during the meeting. However since your client had no intention to get his queries resolved he did

not raise any objections. It is necessary to understand that the Society has taken Feasibility Report from two Architects. However your client never raised any doubts with those Architects. The Management Committee to be part of Redevelopment Committee to enable him to add value to the redevelopment process. However he declined to be part of Redevelopment Committee and instead preferred to create obstacles in the process of Redevelopment. Most importantly the issues raised by your client is not substantiated by opinion of expert in this filed.

14. As regards to contents of Para No. 8, the allegations about the professional fees of the consultants viz-a-viz are his responsibility are baseless. Every professional has its own mechanism to decide his fee structure.
15. As regards to contents of Para No. 9, your client who was not present during the feasibility presentation has no right to comment upon the same. The entire process along with risk involved was well explained during the presentation. It is necessary to understand the feasibility report was accepted by thumping majority. The said fact is self-explanatory that the members were fully satisfied with the feasibility study and its presentation.
16. As regards to contents of Para No. 10 and 11, the legal notice cannot be sent on anticipation of defence. Your client has made various grave allegations like fiduciary breach, cheating , conspiracy, etc. and also made allegations about indirect deferred, routed wrongful gains. These allegation are false to the extent of being disgusting and my client calls upon you to either substantiate each and every allegation.

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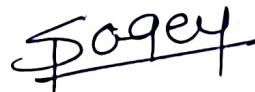
17. As regards to contents of Para No. 12, my client submits that the Management Committee has not taken a single decision during the entire redevelopment process. Each and every decision is taken by the General Body during the meeting constituted for the purpose and by passing the necessary resolution following due procedure of law. It is pertinent to note that your client never raised any real objections at the relevant time and therefore has not right to comment the fiduciary responsibility of the office bearers. In reality, your client by outing pressure on the General Body has increased his flat area. It is pertinent to note that all the flats are more or less the similar size. However your client has claimed excess area than his entitlement. The very fact of claiming clearly shows the intention of your client.
18. In view of the aforesaid discussion the allegations made in para 13 to 15 without substantiating a single allegation are completely denied by my client. Each and every paragraph of the legal notice is nothing but repetition of same allegation again and again and the same stands denied by my client.
19. As regards to contents of Para No. 16, the feasibility report was very well explained during the meeting. The tender document was also explained during the meeting and the draft tender document was sent 14 days advance along with the notice. Both the documents were duly accepted by the General Body. These demands are made with a malifide intention to protract the tendering procedure.
20. As regards to contents of Para No. 17 about the appointment of Project Management Consultants, the same was done during General meeting and passing the resolution by majority. It appears that your client is having different agenda in his mind

which is evident from the area calculation of your client. Hence he is resisting to the General Body to each and every stage of redevelopment.

21. As regards to contents of Para No. 18 to 35 are nothing but repeated allegation against my client. However nowhere your client has mentioned the real cause of action behind sending this legal notice. He has not stated how the feasibility report is not correct. Though your client has made various allegations about the transparent and fiduciary care during redevelopment process, he has not stated a single incidence where the Management Committee has unilaterally taken a decision.
22. In such circumstances there is nothing to be complied with by my client.
23. In spite of above explanation, if your client wishes to proceed with legal action, the same will be defended by my client swiftly and strongly. Needless to state that the same shall be at cost and consequences of your client.
24. Your client has entangled my client into unnecessary litigation and hence charges of the same amounting to Rs. 25,000/- are kept upon your client which your client may please note.

Pune

Date: 06/03/2026



Mrs. Sunita S. Pagey

Advocate

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