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CERTIFICATE OF TITLE

Our client **INTEGRATED SPACES LIMITED**, a Company registered under the provision of Companies Act, 1956, having its registered office at "D" Wing, Karma Sankalp, Corner of 6th & 7th Road, Rajawadi, Ghatkopar, Mumbai - 400 077 (hereinafter referred to as the "**Company**") is the owner of all those pieces and parcels of land bearing Old C.T.S. No. 183C,183C/1 to 70 i.e. New CTS No. 183C/1, 183C/2 together with 8 old chawls, structures and building known as Raj Rajeshwari Apartment standing thereon totally admeasuring about 6950.10 sq. meters lying, being and situate at Narayan Nagar, L. B. S. Marg, Ghatkopar (West) in the revenue Village: Kirol, Taluka: Kurla, in the Registration District and Sub District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and more particularly described in the Schedule hereunder written and hereinafter referred to as the "**said Property**".

The Company has requested us to issue this Certificate of Title in respect of the **said Property**. In view thereof, the Company has handed over to us relevant documents of title to the said property, upon perusal of which is the basis of this Title Certificate.

I. **DOCUMENTS REFERRED:**

1. Copy of Old Property Card bearing CTS No. 183C, 183C/1 to 70 and New Property Card bearing CTS No. 183C/1, 183C/2.
2. Copy of Agreement for Sale executed by M/s. Shree Raj Rajeshwari & Co.



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3. Copy of Deed of Partition dated 19th June, 1986 registered with Sub Registrar of Assurances at Bombay under serial No.BBJ-2184 of 1986 made and executed by the respective Co-parcener and the Members of the said (1) Shri Jayantilal Narayan Patel H.U.F (2) Shri Nandlal Narayan Patel H.U.F. (3) Shri Shantilal Narayan Patel H.U.F. and (4) Shri Suryakant Narayan Patel H.U.F.
4. Copy of unregistered Agreement for Sale dated 1st September 1993 made and executed between Master Sujal Nandlal Nakrani (Patel) through his Father and Natural Guardian Shri. Nandlal Narayan Nakrani (Patel) as Vendor and Shri. Nitin Prabhudas Kamdar as Purchaser.
5. Copy of unregistered Agreement for Sale dated 1st September 1993 made and executed between Shri Uttam Nandlal Nakrani (Patel) as Vendor and Shri. Rajesh Prabhudas Kamdar as the Purchaser.
6. Copy of unregistered Agreement for Sale dated 31st August, 1993 made and executed between Master Sujal Nandlal Nakrani (Patel) through his Father and Natural Guardian Shri. Nandlal Narayan Nakrani (Patel) as Vendor and Miss. Priti Damji Shah as Purchaser.
7. Copy of unregistered Agreement for Sale dated 31st August, 1993 made and executed between Shri Uttam Nandlal Nakrani (Patel) as Vendor and Shri. Damji Keshavji Shah as the Purchaser.
8. Copy of unregistered Agreement for Sale dated 29th August, 1993 made and executed between Smt. Kalavati Nandlal Nakrani (Patel) as Vendor and Miss. Priti Damji Shah as the Purchaser.



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9. Copy of unregistered Agreement for Sale dated 29th August, 1993 made and executed between Shri. Nandlal Narayan Nakrani (Patel) as Vendor and Shri. Damji Keshavji Shah as the Purchaser.
10. Copy of unregistered Agreement for Sale dated 27th August, 1993 made and executed between Shri. Nandlal Narayan Nakrani (Patel) as Vendor and Shri. Nitin Prabhudas Kamdar as the Purchaser.
11. Copy of unregistered Agreement for Sale dated 27th August, 1993 made and executed between Smt. Kalavati Nandlal Nakrani (Patel) as Vendor and Shri. Damji Keshavji Shah as the Purchaser.
12. Copy of Development Right Certificate No.000040 bearing Folio No.TDR/ES/WARD N-3 dated 21.09.1995 and Development Right Certificate No.000177/RD bearing Folio No.TDR/ES/ WARD N-4 dated 11.08.1998.
13. Notification No.ENC/DCK/II/WS-1/432/96 dt. 28.11.1996 under Section 3 of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971.
14. Copy of Deed of Conveyance dated 18th April 1997 registered with Sub Registrar of Assurance at Bombay under serial No.BBJ-2057/97 on 9th June 1997 made and executed between (1) Shri Nandlal Narayan Nakrani alias Patel (2) Smt. Kalavati Nandlal Nakrani alias Patel (3) Uttam Nandlal Nakrani alias Patel and (4) Sujal Nandlal Nakrani alias Patel as Vendors (party of the One Part) and Shri Nitin Prabhudas Kamdar as First Confirming Party (party of the Second Part), Miss Priti Damji Shah as Second Confirming Party (party of the Third Part), Shri Rajesh Prabhudas Kamdar as Third Confirming Party (party of the



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Fourth Part) and (1) Shri Nitin Prabhudas Kamdar (2) Shri Damji Keshavji Shah (3) Shri Rajesh Prabhudas Kamdar (4) Miss. Priti Damji Shah, the Partners of M/s D. N. Corporation as the Purchasers (party of the Fifth Part).

15. Copy of Deed of Retirement dated 26th October 2004, registered with the Registrars of firm, made and executed between 1) Shri. Nitin P. Kamdar and 2) Shri. Rajesh P. Kamdar as the Continuing Partners and 1) Shri. Damji Keshav Shah and Ms. Preeti Damji Shah as the Retiring Partners.
16. Copy of Deed of Conveyance dated 8th June, 2005 registered with Sub-Registrar of Assurances at Kurla under serial No. BDR-3-04102 of 2005 made and executed between M/s. D. N. Corporation through its partners 1) Shri. Nitin P. Kamdar and 2) Shri. Rajesh P. Kamdar as Vendors and M/s. Shah Construction Company as Purchaser.
17. Copy of Power of Attorney dated 8th June, 2005 registered with the Sub-Registrar of Assurances at Kurla under serial No. BDR-3-4103 of 2005 made and executed by 1) Shri. Nitin P. Kamdar and 2) Shri. Rajesh P. Kamdar, partners of M/s. D. N. Corporation in favour of 1) Shri. Kantilal Manilal Savla and 2) Kum. Pratiksha Popatlal Gala, partners of Shah Construction Company.
18. Copy of Public Notice published on 29th November 2005 in Gujarati Daily "Janmabhoomi" and published on 28th November 2005 in English Daily "Free Press Journal" and "Marathi Daily "Navshakti".
19. Copy of Certificate of Incorporation of Integrated Spaces Limited.



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20. Deed of Mortgage dated 13th March 2013, registered with the Sub-Registrar of Assurances at Andheri bearing Sr. No. 2765/2013 made and executed between Ms. Grishma K. Savla, director of M/s. Integrated Spaces Ltd. as Mortgagor- Borrower and Union Bank of India as the Mortgagee.
21. Copy of Oral Judgment dated 1.08.2013 made by The Maharashtra Slum Areas (I. C. & R.) Tribunal, Mumbai, in favour of Integrated Spaces Limited.
22. Copy of Suit bearing No. 1717 of 2010 (now L.C Suit No. 3969 of 2010) filed before Hon'ble Bombay High Court.
23. Copy of Notice of Motion No. 1724 of 2010 in Suit bearing No. 1717 of 2010 (now L.C Suit No. 3969 of 2010) took out by Shree Raj Rajeshwari Apartment C. H. S. Ltd. and Order dated 12.08.2010 passed therein rejecting ad-interim relief.
24. Copy of Order dated 06.04.2011 dismissing the Appeal (L) No. 857 of 2010 filed by Shree Raj Rajeshwari Apartment C.H.S. Ltd. in Notice of Motion No.1724 of 2010 in Suit bearing No. 1717 of 2010 (now L. C Suit No. 3969 of 2010) in the Hon'ble Bombay High Court challenging Order dated 12.08.2010.
25. Copy of the Order dated 18/11/2013 dismissing Chamber Summons No. 1489/2011 for want of prosecution which was filed by Shree Raj Rajeshwari Apartment C. H. S. Ltd. for seeking amendments in the plaint in Suit bearing No. 1717 of 2010 (now L.C Suit No. 3969 of 2010).



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26. Copy of fresh Chamber Summons bearing No. 2547/2013 filed by Shree Raj Rajeshwari Apartment C. H. S. Ltd in L.C. Suit No.3969 of 2010 seeking amendments to the plaint alongwith the Order dated 12.08.2014 allowing the same.
27. Copy of I.O.D bearing No. CE/6343/BPES/AN dated 27th August 2013.
28. Copy of the Order of the Hon'ble Bombay High Court in Writ Petition 260/2014 dated 14/11/2014.
29. Upto date Search Report.

II. **HISTORY OF TITLE APPEARS TO FLOW AS UNDER:**

- (a) On perusal of the above mentioned documents, it appears that One Shri Narayan Shivji Patel was the owner of seized and possessed of or otherwise well and sufficiently entitled to the property bearing C.T.S.No.183, 183/1 to 70 in all admeasuring **13,491.80** sq.mtr. as per Property Register Card lying, being and situate at L. B. S. Marg, Ghatkopar (West) in the revenue village: Kirol, Taluka: Kurla, in the Registration District and Sub District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai hereinafter referred to as the '**said Bigger Property**'.
- (b) It further appears that Shri Narayan Shivji Patel had constructed chawl type structures on part portion of the said Bigger Property and the premises in the chawls were let out to various tenants on monthly rent basis.



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- (c) It further appears that Shri Narayan Shivji Patel died intestate in Mumbai on 22nd September 1964 having made and published prior thereto his last Will and Testament dated 11th May, 1964 leaving behind him his four sons (1) Shri Jayantilal Narayan Patel (2) Shri Nandlal Narayan Patel (3) Shri Shantilal Narayan Patel and (4) Shri Suryakant Narayan Patel as his legal heirs and has bequeathed the said Bigger Property in equal amongst his four surviving sons, who all hold the said Bigger Property bequeathed as Hindu Undivided Family of their respective family namely (1) Shri Jayantilal Narayan Patel H.U.F. (2) Shri Nandlal Narayan Patel H.U.F. (3) Shri Shantilal Narayan Patel H.U.F. and (4) Shri Suryakant Narayan Patel H.U.F. Accordingly the said Bigger Property was transferred in favour of his four sons in the records of right.
- (d) It further appears that vide an Oral Agreement dated 31st October, 1978, Shri Shantilal Narayan Patel H.U.F. and Shri Suryakant Narayan Patel H.U.F. with the consent of Co-parcener and the Members of their respective Hindu Undivided Family had absolutely and forever released, relinquished, assigned, conveyed and transferred their respective right, title and interest absolutely and forever in the said Bigger Property in favour of the said Shri Jayantilal Narayan Patel H.U.F. and Shri Nandlal Narayan Patel H.U.F. with effect from 5th December 1978 for the consideration and upon the terms and condition agreed amongst them. And therefore Shri Jayantilal Narayan Patel H.U.F. and Shri Nandlal Narayan Patel H.U.F. became the absolute owners of the said Bigger Property.
- (e) It further appears that the part portion of the said Bigger Property is reserved for 13.40 mtr. wide D. P. Road in the sanctioned



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Development Plan of 'N' Ward of M.C.G.M. whereby the said Bigger Property got naturally sub-divided in three parts i.e. (i) portion of the said Bigger Property situated on North of propose 13.40 mtr wide D. P. Road (hereinafter referred to as the '**said Plot A**') (ii) portion of the said Bigger Property reserved for 13.40 Mtr wide D. P. Road (hereinafter referred to as the '**said Plot B**') and (iii) portion of the said Bigger Property situated on South of propose 13.40 mtr. wide D. P. Road (hereinafter referred to as the '**said Property**').

- (f) It further appears that in the meantime, the Government of Maharashtra enacted Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the '**said ULC Act**') with an intention to restrict land holdings of owners beyond prescribed limits within the urban agglomeration area whereby it became necessary for the land owners to declare their land holding before the Competent Authority appointed under the said ULC Act. Consequential thereto, Shri. Shantilal Narayan Patel filed land holding statement **U/s 6 (i)** of the said ULC Act. The Additional Collector and Competent Authority (UL&CR) Greater Mumbai by an order bearing **No. C/ULC/6(i)/SR-V/938** dated **27th October, 1982** passed **U/s 8(4)** of the said ULC Act, declared area admeasuring **2358.70 sq.mtr** as surplus vacant land out of the said Bigger Property upon considering existing built up area, land appurtenant area, area reserved for public purpose (i.e. 13.40 mtr. wide D. P. Road) and individual share of the declarant.
- (g) It further appears that Shri Jayantilal Narayan Patel H.U.F. and Shri Nandlal Narayan Patel H.U.F. formed a partnership firm under the name and style of **M/s. Shree Raj Rajeshwari & Co.** with an intention to construct building for residential and commercial purpose



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on vacant portion of the said Property and to sell premises in the building on ownership basis to prospective flat purchaser which eventually was divided in two parts through internal access road to derive access to the vacant portion of said Property (hereinafter referred to as the '**said Sub Plot A**') and encumbered portion of the said Property (hereinafter referred to as the '**said Sub Plot B**').

- (h) It further appears that M/s. Shree Raj Rajeshwari & Co. had constructed building known as Shree Raj Rajeshwari Apartment as per the plan sanctioned by Building Proposal Dept. of M.C.G.M. under No. CE/3421/BS-III/A/N on the said Sub Plot A by consuming 3666.41 sq.mtr, balance zonal FSI of the said Sub Plot A and the said Sub Plot B and the premises in the building were sold to various flat purchaser/s under various Agreement for Sale, who all have formed themselves in to a co-operative housing society and got registered in the name and style of Shree Raj Rajeshwari Apartment Co-operative Housing Society Ltd. under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM/WN/HSR/TC/ 949/85-86 of 1985 dated 3rd December 1985.
- (i) It further appears that M/s. Shree Raj Rajeshwari & Co. has agreed and assured to convey area admeasuring **3022.00** sq. mtr, out of said Property (i.e. said Sub Plot A) together with building known as Shree Raj Rajeshwari Apartment constructed by consuming 3666.41 sq. mtr, FSI in favour of the Society but due to various reasons the said Sub Plot A was not conveyed in favour of the said Raj Rajeshwari Society, till date.



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- (j) It further appears that M/s. Shree Raj Rajeshwari & Co. entered into Agreement for Sale with the Flat Purchasers and specifically recorded in the said Agreements to the flat purchasers of Shree Raj Rajeshwari Apartment, who all are now the members of said Shree Raj Rajeshwari C.H.S. Ltd, that Shri Jayantilal Narayan Patel H.U.F. and Shri Nandlal Narayan Patel H.U.F. shall forever continue to remain as joint owners of the said **Sub Plot B** admeasuring **3252.86 sq.mtr.** with the said Chawls standing thereon and shall be entitled to the profits, rents, income etc. in respect thereof and they shall also be entitled to develop the said Sub Plot B by demolishing said Chawls and construct building/s thereon.
- (k) It further appears that by and under a Deed of Partition dated 19th June, 1986 registered with Sub Registrar of Assurances at Bombay under serial No.BBJ-2184 of 1986 made and executed by the respective Co-parcener and the Members of the said (1) Shri Jayantilal Narayan Patel H.U.F (2) Shri Nandlal Narayan Patel H.U.F. (3) Shri Shantilal Narayan Patel H.U.F. and (4) Shri Suryakant Narayan Patel H.U.F., the said Bigger Property falls in the share of Shri Nandlal Narayan Nakrani alias Patel (H.U.F.) for ever subject to the terms and condition mentioned therein. Whereby Shri Nandlal Narayan Nakrani alias Patel, Smt. Kalavati Nandlal Nakrani alias Patel, Master Uttam Nandlal Nakrani alias Patel and Master Sujal Nandlal Nakrani alias Patel being the co-parcener and members of Nandlal Narayan Nakrani alias Patel H.U.F. became the absolute owners of the said Bigger Property.
- (l) In pursuance to the order dated **30th April 1990** issued by the Superintendent of Land Record, the City Survey Office has rectified



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the area of the said Bigger Property from **13491.80** sq. mtrs, to **13162.00** sq. mtrs, and in pursuance to the Amalgamation cum Sub-division order **dated 8th March, 1989** read with Corrigendum to Amalgamation cum Sub-division order **dated 21st September, 1990**, the City Survey Office has sub-divided the said Bigger Property into **three Plots** and were allocated new C.T.S. numbers to each sub-divided plot i.e. (i) **C.T.S No.183A** for area admeasuring **4546.00 sq. mtrs**, (hereinabove referred to as the **said Plot A**) (ii) **C.T.S No.183B** for area admeasuring **1666.00 sq.mtr**.(hereinabove referred to as the **said Plot B**) and (iii) **C.T.S No. 183C,183C/1 to 70** in all admeasuring **6950.10 sq. mtrs**, (hereinabove referred to as the **said Property**).

- (m) It further appears that in the revised sanctioned development plan of 'N' Ward of M.C.G.M. published in the year **1993**, the area admeasuring **4518.50 sq. mtrs**, out of the **said Plot A** and area admeasuring **88.10 sq. mtr** out of the **said Plot B** is reserved for public purpose of **Recreation Ground**, which includes the area earmarked as surplus vacant land by the Additional Collector & the Competent Authority (ULC) under the above recited order dated **27th October, 1982**.
- (n) It further appears that Shri Nandlal Narayan Nakrani alias Patel, Smt. Kalavati Nandlal Nakrani alias Patel, Master Uttam Nandlal Nakrani alias Patel and Master Sujal Nandlal Nakrani alias Patel being the co-parcener and members of the said Nandlal Narayan Nakrani alias Patel H.U.F. have sold their respective 1/4th share of undivided right, title and interest in the said Bigger Property to (i) Shri Damji K. Shah (ii) Shri Nitin P. Kamdar (iii) Miss. Priti Damji Shah and (iv) Shri



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Rajesh P. Kamdar under various Agreement for Sale for the consideration and upon the terms and condition mentioned therein and subsequently the said (i) Shri Damji K. Shah (ii) Shri Nitin P. Kamdar (iii) Miss. Priti Damji Shah and (iv) Shri Rajesh P Kamdar, the purchasers of the said Bigger Property came together and formed a registered partnership firm under the name and style of **M/s. D. N. Corporation** for better utilisation and exploitation of the said Bigger Property and for convenience commenced the operation of business in partnership **w .e .f. 9th November, 1993** as set out in the Deed of Partnership dated **27th December 1994**.

- (o) It further appears that in pursuance to the application made by Shri Nitin Kamdar, the partner of M/s. D. N. Corporation, the Additional Collector and Competent Authority (ULC) Greater Bombay granted No objection Certificate bearing **No. C/ULC/D-III/SEC.20/TDR. RG&DP Road/94** dated **6th July 1994** for the grant of TDR/FSI in lieu of surrender of land **(i)** admeasuring **4518.50** out of said Plot A and land admeasuring **88.10** sq. mtrs, out of said Plot B in all aggregating to **4606.60** sq. mtrs, which is reserved for public purpose of Recreation Ground (hereinafter referred to as the '**said RG**') and land **(ii)** admeasuring **27.50** sq. mtrs, out of said Plot A and land admeasuring **1577.90** sq. mtrs, out of said Plot B in all aggregating to **1605.40** sq. mtrs, which is reserved for 13.40 mtr, wide D. P. Road (hereinafter referred to as the '**said DP Road**') and has directed to the concerned Desk Officer to amend the order dated **27th October, 1982** immediately.
- (p) It further appears that thereafter M/s. D. N. Corporation handed over physical possession of the said RG (which includes area earmarked as



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surplus vacant land under said ULC Act) to D. P. Dept. of M.C.G.M. under Possession Receipt No.50 dated **26.06.1995** and in lieu thereof, the M.C.G.M. issued Development Right Certificate bearing **No. 000040** bearing Folio **No.TDR/ES/WARD N-3** dated **21.09.1995** for **4606.60 sq. mtrs** TDR FSI in favour of Shri. Nitin Kamdar, the partner of M/s. D. N. Corporation.

- (q) It further appears that Dy. Collector (Ench) and Competent Authority, Kurla-II vide Notification No. **ENC/DCK/II/WS-1/432/96 dt. 28.11.1996** under Section 3 of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 had declared the part portion of the said Sub Plot B admeasuring **3130.00** sq. mtrs, consisting of 8 old chawls as Slum Improvement area.
- (r) It further appears that by a Indenture of Conveyance dated **18th April 1997** registered with Sub Registrar of Assurances at **Bombay** under serial No.**BBJ-2057/97** dated **9th June 1997** made between (1) Shri Nandlal Narayan Nakrani alias Patel (2) Smt. Kalavati Nandlal Nakrani alias Patel (3) Shri Uttam Nandlal Nakrani alias Patel and (4) Shri Sujal Nandlal Nakrani alias Patel (therein referred to as the **Vendors**) of the **One Part** and Shri Nitin Prabhudas Kamdar (therein referred to as the **First Confirming Party**) of the **Second Part**, Miss Priti Damji Shah (therein referred to as the **Second Confirming Party**) of the **Third Part**, Shri Rajesh Prabhudas Kamdar (therein referred to as the **Third Confirming Party**) of the **Fourth Part** and (1) Shri Nitin Prabhudas Kamdar (2) Shri Damji Keshavji Shah (3) Shri Rajesh Prabhudas Kamdar (4) Miss. Priti Damji Shah, the Partners of M/s. D. N. Corporation (therein referred to as the **Purchasers**) of the **Fifth Part**. Shri Nandlal Narayan Nakrani alias Patel and 3 others had sold,

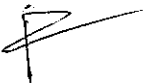


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conveyed and transferred said Property i.e. Property bearing **C.T.S.No.183C, 183C/1 to 70** of village Kirol in all admeasuring **6950.10 sq.mtr** as per Property Register Card with the structure standing thereon with the consent of First Confirming Party, Second Confirming Party and Third Confirming Party to M/s. D. N. Corporation for the consideration mentioned therein. As such M/s. D. N. Corporation became the absolute owners of said Property.

- (s) It further appears that M/s. D. N. Corporation handed over physical possession of the said D.P. Road to D.P. Dept. of M.C.G.M. under Possession Receipt No.**000224** dated **18.03.1998** and in lieu thereof, the M.C.G.M. issued Development Right Certificate bearing **No.000177/RD** bearing Folio No.**TDR/ES/WARD N-4** dated **11.08.1998** for **1605.40 sq.mtr** TDR FSI in favour of Shri. Nitin Kamdar, the partner of M/s. D. N. Corporation.
- (t) It further appears that By Deed of Conveyance dated **8th June, 2005** registered with Sub-Registrar of Assurances at **Kurla** under serial No. **BDR-3-4102 of 2005** made between M/s. D.N. Corporation (therein referred to as the **Vendors**) of the **One Part** and M/s. Shah Construction Company (therein referred to as the **Purchasers**) of the **Other Part**, M/s. D.N. Corporation sold, conveyed and transferred the said Property with the said Chawls, structures and building known as Shree Raj Rajeshwari Apartment standing thereon to M/s. Shah Construction Company for the consideration mentioned therein, subject to the covenant to transfer or convey said Sub Plot A admeasuring **3022.00** sq.mtrs, together with building known as Shree Raj Rajeshwari Apartment standing thereon in favour of said Raj Rajeshwari Society under appropriate Deed of Transfer or Conveyance.



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- (u) It further appears that in pursuance to the Amalgamation cum Sub-Division Order dated **15.05.2008** issued by the Collector (MSD), the City Survey Office has amalgamated property bearing **C. T. S. No. 183C/1 to 70** with C. T. S. No. **183C** and sub divided it in two parts and allocated new C.T.S. Number to each sub-divided plot i.e. **(i) C. T. S. No. 183C/1** for area admeasuring **6560.10 sq.mtr**, and **(ii) C. T. S. No. 183C/2** for area admeasuring **390.00 sq. mtr**, which is reserved for widening of abutting road to its full width of **13.40 mtr**.
- (v) It further appears that M/s. Shah Construction Company, a partnership firm got converted into Joint Stock Company under Chapter IX of Companies Act, 1956 and it has been incorporated under the name & style of Integrated Spaces Limited by the Registrar of Companies on 11th December 2008 under Corporate Identity Number U45200MH2008PLC 188840. As such all the assets and liabilities of the said M/s. Shah Construction Company (i.e. erstwhile partnership firm) stood vested with the new legal entity (i.e. Owners herein) from the date of its incorporation, which includes said Property.
- (w) It further appears that Shree Raj Rajeshwari Apartment C.H.S. Ltd. has filed a suit being Suit No.1717 of 2010 in the High Court of Judicature at Bombay against the said Shri Nandlal Narayan Nakrani alias Patel and 7 others for the reliefs set out in the plaint of the said suit and took out a Notice of Motion bearing No. 1724 of 2010 to grant ad-interim relief as prayed therein. The Hon'ble Judge Shri R. Y. Ganoo upon hearing both side and after going through the documents on records has upheld the rights of M/s. Shah Construction Company to develop the said Sub Plot B but directed to maintain internal layout



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as it is, till the final hearing and disposal of the said suit and further liberty was granted to the Society to lodge its lis-pendens notice, which has not undertaken by the said Society till date. As such the internal layout road is available for the benefits of Sub Plot A and Sub Plot B equally. Being aggrieved by the above mentioned order, the Shree Raj Rajeshwari Apartment C.H.S. Ltd have filed an appeal application bearing No. 857 of 2010 in aforesaid Notice of Motion No. 1724 of 2010, which was disposed off without granting any relief by Hon'ble Judge Shri D. K. Deshmukh and Shri Anoop Mohta. The said suit has been transferred in the Hon'ble City Civil Court at Bombay and renumbered as L.C Suit No. 3969 of 2010, due to change in pecuniary jurisdiction of the Court. Shree Raj Rajeshwari Apartment C.H.S.Ltd (Original Plaintiff) took out Chamber Summons No. 1489/2011 in L.C Suit No. 3969 of 2010 which was dismissed by order dated 18/11/2013 for want of Prosecution. Subsequently the Shree Raj Rajeshwari Apartment C.H.S.Ltd took out a fresh Chamber Summons bearing No. 2547/2013 in L.C Suit No. 3969 of 2010 for amendment of plaint, which was allowed by the Hon'ble City Civil Court by its Order dated 12.08.2014. Thus the L. C Suit No. 3969 of 2010 is pending for carrying out amendments to the plaint by Shree Raj Rajeshwari Apartment C. H. S. Ltd.

- (x) It further appears that by and under Deed of Mortgage dated 13th March 2013, registered with the Sub-Registrar of Assurances at Andheri bearing Sr. No. 2765/2013 made and executed between Ms. Grishma K. Savla, director of M/s. Integrated Spaces Ltd. as Mortgagor- Borrower and Union Bank of India as the Mortgagee. M/s. Integrated Spaces Ltd. has mortgaged an area admeasuring 3252.00 sq. mtrs, out of the said Property and has availed credit facility with



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Union Bank of India for development and construction of the building on the said Sub Plot B.

- (y) It further appears that President of Slum Tribunal has passed Oral Judgement dated 1st August 2013 and has quashed and set aside impugned notification dated 29.11.1996 bearing No.ENC/DCK/II/WS-I/432/96 published in the Part I of Maharashtra Government Gazette dated 05.12.1996.
- (z) The Company in order to develop the said Sub Plot B applied for IOD which was issued by MCGM vide I.O.D bearing No. CE/6343/BPES/AN dated 27th August 2013 subject to terms and conditions mentioned therein. As per condition No. 53 of aforesaid IOD, MCGM directed Company to obtain a corrigendum to ULC NOC issued u/s. 22 from the ULC authorities, before grant of Commencement Certificate. It appears that Company represented before MCGM that there is no surplus vacant land and the ULC Act has been repealed, therefore requested to delete the condition no. 53. Aggrieved by no response from MCGM, the company filed a Writ petition bearing No. **260/2014** before the Hon'ble Bombay High Court to seek suitable directions. Hon'ble High Court vide its order dated **14/11/2014** disposed off the aforesaid writ petition observing that as per the revised development plan area admeasuring 4606.10 Sq. mtrs and 1605.40 Sq.mts. was placed under reservation for recreation ground and for 13.40 ,mtrs. Wide D.P Road respectively, therefore said areas were liable to be excluded for purpose of calculating surplus vacant land and after excluding the said areas no surplus vacant land remained on said bigger property, which was accepted by the ULC by its order dated 6.7.1994, also marked copy therein to the



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Desk Officer for modification, thereby also allowing benefit of TDR in respect of said areas placed under reservation. Therefore the notification of ULC authority u/s 10(3) is clearly illegal, invalid as there was no surplus vacant land, since it was handed over to MCGM under reservation. Thus allowing prayer (a) & (b-iii) of the Company quashing aside notification under Section 10(3) and order dated 29.03.2007 under section 11(7), order dated 27.10.1982 u/s. 8(4) of ULC act. Thus automatically Condition No. 53 of the IOD requiring a corrigendum to ULC NOC u/s. 22 is not applicable.

- (aa) We have gone through the search taken by Mr. D. K. Patil, Title Investigator in respect of said Property in the Sub Registrar of Bandra (from 1972 to 2012), Mumbai (from 1972 to 2012), Chembur (from 1995 to 2012) and Mulund (from 2005 to 2012). It is noticed by us that during the course of search he has not traced any document affecting the title in respect of the said Property, as the Sub-Registrar (computerized Index) are not properly maintained and many indexes are in torn condition.
- (bb) Upon verification of all the aforesaid title documents furnished to us by the Company for the purpose of investigation of its title to the said Property and relying upon the same and subject to the correctness of the documents provided and statement made by our clients and subject to the order passed by the Hon'ble Courts refereed hereinabove, we are of the opinion that subject to the facts mentioned hereinabove title of the Company in respect of the said Property is clear and free from any encumbrances.



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THE SCHEDULE ABOVE REFERRED
TO AS THE SAID PROPERTY

All those pieces and parcels of land bearing **City Survey No. 183-C, 183-C/1 to 70** i. e. New CTS No. 183C/1, 183C/2 in all admeasuring **6950.10** sq.mtrs, as per Property Register Card together with 8 old chawls, structures and building known as Raj Rajeshwari Apartment standing thereon lying, being and situate at Narayan Nagar, L. B. S. Marg, Ghatkopar (West), Mumbai in the revenue Village: Kirol, Taluka: Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and bounded as follows:-

- | | |
|---------------------|-------------------------------------|
| On or towards East | : By Property bearing C.T.S.No.176A |
| On or towards West | : By 13.40 mtr wide existing road. |
| On or towards North | : By 13.40 mtr wide existing road. |
| On or towards South | : By Property bearing C.T.S.No.182 |

Dated this 13th day of January, 2015



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