



**IC LEGAL**

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**Title Certificate**

**Re: A portion 1,324 square meters Old Final Plot No. F-1133 to F-1136 and New Nos. F/1133A and F/1133B situate at Bandra within the Registration Sub-District of Bandra and District of Mumbai Suburban.**

1. We have perused the title deeds and revenue records pertaining **Shraddha Shelters Private Limited** (hereinafter referred to as the “**Owners**”), a company registered under the provisions of the Companies Act, 1956, having its registered office at Tirumala Residences, CTS - F/1133 TO F/1136, Village Bandra, Jari Mari Road, Bandra (west) Mumbai – 400050 to the captioned property which is shown in red colour boundary and black hatch lines on the plan annexed hereto and marked as **Annexure “1”** and more particularly described in the Schedule hereunder written (hereinafter referred to as the “**said Property**”)

2. On perusal of documents, revenue records, and information given on enquiries, we set out hereafter our understanding of the Owners’ title to the said Property:

(i) (1) Shri Bhagwanji Kanji Mistry, (2) Smt. Dhirajben Bhagwanji Mistry and (3) Shri Jayantilal Devchand Gadiya (the “**Original Owners**”) were the owners of a plot of land bearing Final Plot No.F-1133/A and F-1133/B admeasuring about 4,274.20 square meters or thereabout being, lying and situated at Bandra within the Registration Sub-District of Bandra and District of Mumbai Suburban and more particularly described in the Schedule hereunder written (hereinafter referred to as the “**larger property**”) and the structures standing thereon;

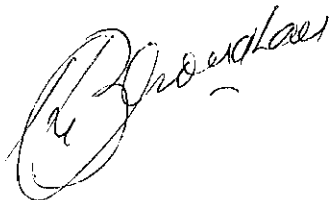
(ii) We are informed by the Owners that The Original Owners had constructed two buildings viz: Building ‘A’ (which has since been demolished) on a portion of the larger property and Building ‘B’ on another portion of the larger property. There is a chawl known as Rangari Chawl on another portion of the larger property. The purchasers of the premises in Building ‘A’ have formed and registered Co-operative Housing Society in the name of Purshottam Nagar ‘A’ Co-operative Housing Society Limited (the “**Purshottam A Society**”);

- (iii) Purshottam A Society and others filed a L.C. Suit No. 3046 of 2003 in the Hon'ble City Civil Court, Bombay against the Original Owner No.1 and others, for the reliefs mentioned therein. In the said Suit Consent Terms dated 8<sup>th</sup> July, 2005 were executed and filed by Purshottam A Society and others and Defendants No. 1 and 4 to 12. Under the said Consent Terms the Original Owner No.1 agreed inter alia to provide self contained premises to the Plaintiff Nos. 1 to 11 and Defendant Nos. 4 to 12 being the members of Purshottam A Society as contained therein in the proposed multi storied tower to be constructed on the portion of the larger property;
- (vi) On 2<sup>nd</sup> June, 2004 Municipal Corporation of Greater Mumbai (the "MCGM") sanctioned the plans and issued Intimation of Disapproval ("IOD") bearing No. CE/1782/WS/AH and Commencement Certificate ("CC") dated 23<sup>rd</sup> May, 2006;
- (vii) By a Development Agreement dated 6<sup>th</sup> October, 2005 executed by and between the Original Owners of the one part and Bharti Ram Aglave ("Bharti") of the other part, Bharti agreed to purchase the larger property and acquire the development right in respect thereof from the Original Owners for the consideration and on the terms and conditions contained therein;
- (viii) New Purshottam Nagar Co-operative Housing Society filed a Complaint before the Consumer Dispute Redressal Forum against the Original Owners No.1 Shri Bhagwanji Kanji Mistry and others for the reliefs mentioned therein. On 18<sup>th</sup> August, 2006, the Consent Terms were filed and the said Complaint is disposed off in terms of the Consent Terms dated 18<sup>th</sup> August, 2006. Under the Consent Terms, certain obligations are required to be fulfilled by or on behalf of Original Owners and certain area of the larger property is required to be kept open;
- (ix) By a Deed of Conveyance dated 25<sup>th</sup> June, 2009 executed by and amongst the Original Owners of the first part and Bharati of the second part and the Owners of the third part and registered with the Sub-Registrar of Assurance at



Andheri-1(Bandra) under serial No.BDR-1/9919/2009 dated 9<sup>th</sup> October, 2009, the Original Owners and Bharati sold, transferred, conveyed, assigned and assured the larger property, and all the rights, title, interest, benefits, advantages, development rights, approvals, sanctions etc. including IOD and CC in respect thereof to the Owners for the consideration contained therein;

- (x) New Purshottam Nagar Co-operative Housing Society filed a suit being Suit No.2894 of 2011 in the High Court at Bombay, against Shri Bhagwanji Kanji Mistry, Bharti Ram Aglave, the Owners, the MCGM and Purshottam Nagar "A" Co-operative Housing Society Limited, and inter alia challenged the Consent Terms dated 18<sup>th</sup> August, 2006 filed in the Complaint filed by them before the Consumer Dispute Redressal Forum. In the said Suit, New Purshottam Co-operative Housing Society Limited took out a Notice of Motion No.1029 of 2012 for interim reliefs mentioned therein. By an order dated 19<sup>th</sup> January, 2011, the High Court at Bombay refused to grant any ad-interim relief. By an Order dated 15<sup>th</sup> December, 2016 the said Notice of Motion was dismissed as withdrawn. New Purshottam Nagar Co-operative Housing Society once again took out Notice of Motion No. 699 of 2017 for the relief mentioned therein. By an order dated 27<sup>th</sup> June, 2017 the High Court at Bombay once again declined to grant ad-interim reliefs. In the said suit, Bharti being Defendant No.2 took out a Notice of Motion No.31 of 2013 for rejection of the plaint under Order 7 Rule 11 of the Code of Civil Procedure, which was dismissed by an Order dated 6<sup>th</sup> March, 2014. Bharati Ram Aglave filed an appeal being Appeal No.472 of 2014 against Order dated 6<sup>th</sup> March, 2014. By Order dated 4<sup>th</sup> and 5<sup>th</sup> March, 2016 the Appeal No. 472 of 2014 was dismissed. The said Bharti Ram Aglave filed Special Leave Petition being SLP (C) No. 15963 of 2016. The Notice of Motion No. 699 of 2017, SLP No. 15963 of 2015 and the said suit, are pending.
- (xi) New Purshottam Nagar Co-operative Housing Society also filed a Writ Petition being Writ Petition (L) No. 2654 of 2016 inter alia against the MCGM and the Owners inter alia to direct the Respondent Nos. 1 to 3 to cancel the



Plans sanctioned and approved by Respondent Nos. 1 to 3 and for other reliefs mentioned therein. The said Writ Petition is pending.

(xii) One Arun Madhukar Tupe filed a suit being Suit No.357 of 2015 against Sainath Madhukar Tupe and others for the relief mentioned therein. The Owners are not a party to the said suit. Arun Madhukar Tupe took out a Notice of Motion 665 of 2015. The Owners are joined as party Respondent to the said Notice of Motion. On 16<sup>th</sup> April, 2015 the Hon'ble High Court at Bombay passed an order that the Owners shall not allot any premises in the said Building to Sainath Tupe or the said Arun Madhukar Tupe nor put either of them in possession of any such premises, without the leave of the Court. The said suit and Notice Motion is pending.

(xiii) One Anjali Satish Dhanuka filed a suit being Suit No.1153 of 2016 inter alia against Sangeeta Dhanuka and the Owners before the City Civil Court at Dindoshi inter alia for a decimation that Anjali Satish Dhanuka and Sangeeta Dhanuka are the joint owners in respect of the suit flat (defined therein). Anjali Satish Dhanuka took out a Notice of Motion. By an Order dated 2<sup>nd</sup> May, 2016 the City Civil Court at Dindoshi refused to grant ad-interim relief. The said suit and the Notice of Motion is pending.

4. We have been informed by the Owners that the Owners have entered into agreements with the members of the Purshottam A Society, whereby the members of the Purshottam Nagar 'A' Co-operative Housing Society Limited agreed to vacate their respective premises and handover the same to the Owners and the Owners agreed to provide to them new premises in the building being constructed on the said Property ("**New Building**").

5. The Owners have demolished the said Building "A" and commenced construction of the New Building known as "Tirumala Residences" on the said Property ("**Project 1**").

5. The plans for construction of the New Building were amended, and the amended plans were approved by MCGM on 4<sup>th</sup> June, 2012 and 30<sup>th</sup> August, 2016.



6. The Owners have issued secured Debentures to Indostar Capital Finance Limited and has entered into a Debenture Trust Deed dated 28<sup>th</sup> May, 2015 with GDA Trusteeship Limited, the Debenture Trustees, and mortgaged inter alia the said property and portion of the larger property on which the said Chawl known as Rangari Chawls standing, in favour of GDA Trusteeship Limited as a security for repayment of the Debentures and all other amounts payable by the Owners to the Indostar Capital Finance Limited.

7. On 16<sup>th</sup> September, 2015 a Debenture Trust Deed is executed inter alia between Sanjay Construction and Finance Private Limited, the Owners, DGA Trusteeship Limited and the Debenture Trustee, whereby the Owners created second charge inter alia on the said property and the portion of the larger property on which the said chawl known as Rangari Chawls standing, in favour of GDA Trusteeship Limited as a security for repayment of the Debentures issued by Sanjay Construction and Finance Private Limited and all other amounts payable by Sanjay Construction and Finance Private Limited to the Indostar Capital Finance Limited.

8. In these circumstances, and subject to what is stated herein above, subject to the aforesaid mortgages, we are of the view that Owners are the owner of said Property and are entitled to develop the same and construct the said Building known as "Tirumala Residences" thereon, being Project 1 and sale the premises therein, save and except the premises which are required to be allotted to Purshottam A Society.

**The Schedule Above Referred To**

A portion admeasure 1,324 square meter of Old Final Plot No. F-1133 to F-1136 and New Nos. F/1133A and F/1133B situate at Bandra within the Registration Sub-District of Bandra and District of Mumbai Suburban and bounded as follows:

On or towards East : By Jari Mari Temple Road  
On or towards West : By Final Plot No.1121 and 1137  
On or towards South : By Final Plot No.F/1133A (part)  
On or towards North : By Final Plot No.F/1133A (part).



Dated this <sup>7<sup>th</sup></sup> 25 day of July, 2017.

for IC Legal

Partners

A handwritten signature in black ink, appearing to read "M. Blouin", is written over the text "for IC Legal". The signature is fluid and cursive.

# ANNEXURE "A"

