



TITLE CERTIFICATE

To,
Suyog Developers,
4, Ground Floor, C-Wing,
Ravi Apartment, S. L. Road,
Mulund (West) Mumbai - 400 080.

Re: All that piece and parcel of land bearing Survey No. 125/1/3(Part) corresponding to CTS No. 31/B admeasuring about 572.50 Square meters, Survey No. 123/2 corresponding CTS Nos. 32, 32/1 to 32/3 admeasuring about 663.20 Square meters, CTS No 33 (part) admeasuring about 2013.40 square meter and CTS No. 34 admeasuring about 38.90 square meter or thereabouts aggregating to 3288 square meter situate, lying and being in the revenue Village of Kanjur, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Uttkarsh Nagar, Bhandup (West) and more particularly described in the Schedule hereunder. ("hereinafter referred to as "Said Property").

I had prepared this opinion on Title in respect of the Said Property on the basis of Papers/Documents and information provided in relation to the said Property by Messers Suyog Developers ("Suyog") on perusal of the same, I note as under:

A. Title flow

1. From the recitals of the Conveyance Deed dated 25.02.2012 (referred hereinafter), it appears that :
 - a) One Smt. Amarkaur Jamnadas Gupta, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of land bearing Survey No. 125(part) Corresponding to CTS No. 31/B, situated, lying and being at Village Kanjur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban Within the limits of "S" ward of Mumbai Municipal Corporation of Greater Mumbai Uttkarsh Nagar, Bhandup (West), Mumbai - 400 078 and more particularly described in the schedule hereunder written.
 - b) The said Smt. Amarkaur Jamnadas Gupta, died at Mumbai on or about 26th December, 1980
 - c) Upon the death of the said Smt. Amarkaur Jamnadas Gupta, (i) Banwarilal Jamnadas Gupta, (ii) Harbanslal Jamnadas Gupta and (iii) Pyarelal



Jamnadas Gupta as her sons, become entitled to undivided share, right, title and interest in the properties described in the Schedule hereunder written.

- d) The said Banwarilal Jamnadas Gupta died at Mumbai on 13th June, 1988 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Nirmala Banwarilal Gupta, as his widow, the Mrs. Kanchan Ajay Agarwal nee Kanchan Banwarilal Gupta, as his daughter and Mr. Rajiv Banwarilal Gupta as his son and accordingly they inherited the undivided share, right , title and interest belonging to the said deceased late Shri. Banwarilal Jamnadas Gupta in the said property described in the schedule hereunder written.
- e) The said Harbanslal Jamnadas Gupta died at Mumbai on 30th August,2000- without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Radha Harbanslal Gupta, as his widow, and Mrs. Anita Kamal Gupta nee Anita Harbanslal Gupta, Mrs. Sunanda Hem Agarwal nee Sunanda Harbanslal Gupta and Mrs. Suman Vivek Gupta nee suman harbanslal Gupta as his daughters and Mr. Krishan Harbanslal Gupta as his son and accordingly they inherited the undivided share, right, title and interest belonging to the said deceased late Shri Harbanslal Jamnadas Gupta in the said properties described in the schedule hereunder written .
- f) The said Pyarelal Jamnadas Gupta died at Mumbai on 16th May, 1987 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Shashi Pyarelal Gupta, as his widow, Mrs. Ursula Ravi Agarwal nee Ursula Pyarelal Gupta and Mrs. Priya Sumesh Khanna nee Priya Pyarelal Gupta, as his daughters and Mr. Punit Pyarelal Gupta and Mr. Munish Pyarelal Gupta as his sons and accordingly they inherited the undivided share, right, title and interest belonging to the said deceased late Shri Pyarelal Jamnadas Gupta in the said properties described in the First Schedule hereunder written.
- g) By a Deed of Release dated 6th October 2011 made between 1(A) Smt. Nirmala Banwarilal Gupta, (B) Mrs. Kanchan Ajay Agarwal Nee Kanchan Banwarilal Gupta, 2(A) Smt. Radha Harbanslal Gupta, (B) Mrs. Anita Kamal Gupta Nee Anita Harbanslal Gupta (C) Mrs Sunanda Hem Agarwal Nee Sunanda Harbanslal Gupta, (D) Mrs. Suman Vivek Gupta Nee Suman Harbanslal Gupta. 3(A) Smt. Shashi Pyarelal Gupta, (B) Mrs. Ursula Ravi Agarwal Nee Ursula Pyarelal Gupta (C) Mrs. Priya Sumesh Khanna Nee Priya Pyarelal Gupta, Smt. Nirmala Banwarilal Gupta being the Releasors therein referred to of the First Part and the 1. Mr. Rajiv Banwarilal Gupta 2. Mr. Krishan Harbanslal Gupta 3. Mr. Punit Pyarelal Gupta and



4. Mr. Munish Pyarelal Gupta abovenamed being the Purchasers, therein referred to of the Other Part, the said Releasors released, relinquished, waived, transferred, assigned share, right, title and interest inherited by them in the said properties described in the Schedule hereunder written in the manner mentioned in the said Deed of Release. The said Deed of Release was duly registered with the office of sub-Registrar of Assurances at Chembur under Serial No. 744/2012 dated 24th January 2012.

h) By a conveyance Deed dated 25th February, 2012 made between 1. Mr. Rajiv Banwarilal Gupta 2. Mr. Krishan Harbanslal Gupta 3a. Mr. Punit Pyarelal Gupta and 3b. Mr. Munish Pyarelal Gupta therein referred to as Vendors of one part and Suyog Developers therein referred to as Purchaser of Other Part and registered with the office of Sub-Registrar of Assurances Kurla-3 on 2.04.2012 under Serial No.BDR-13/2521/2012, wherein the Vendors conveyed all their right, title and interest with respect to a portion of the said Property admeasuring 5140.7 square meters in favour of Suyog Developers at or for consideration and in the manner contained therein. Suyog Developers has confirmed that the consideration payable by aforesaid conveyance has been duly paid to all the vendors to their satisfaction and the vendors have acknowledged the receipt of the same.

2. From the recitals of the Conveyance Deed dated 1.10.2011 (referred hereinafter), it appears that :

- One Shoorji Vallabhdas, Shivji Raghvaji and Sir Mathuradas Vissanji were well and sufficiently entitled to *inter alia* all that piece and parcel of land Survey No. 123 corresponding CTS Nos. 32, 32/1 to 32/3 admeasuring about 663.20 Square meters, CTS No 33 (part) admeasuring about 2013.40 square meter and CTS No. 34 admeasuring about 38.90 square meter or thereabouts situate, lying and being in the revenue Village of Kanjur, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Uttkarsh Nagar, Bhandup (West) and more particularly described in the First Schedule hereunder. I have not been provided with documents of title by which Shoorji Vallabhdas, Shivji Raghavji and Sir Mathuradas Vissanji became entitled to the aforesaid land parcels.
- The said Shoorji Vallabhdas died on or about 14th November, 1951 leaving behind his estate equally among his 3 sons Vendors Nos. 1 and 3 are heirs of Shri Shoorji Vallabhdas and the names of Pratapsinh Shoorji Vallabhdas (Vendor No1) and Dilipsinh Shoorji Vallabhdas (Vendors No 3) were recorded in the Revenue Records and name of Shoorji Vallabhdas was deleted and Smt. Jyotsna Vikramsinh (Vendors No2) widow late Shri



Vikramsinh Shoorji Vallabhdas (Son of Shoorji Vallabhdas) also has an undivided share, right and interest in the said property by virtue of her being the sole beneficiary of her husband's estate after his death. (Her name is not appearing in the Revenue Records). in the premises aforesaid, vendors Nos. 1, 2 and 3 became the owners of undivided share, right, title and interest in the said property. Vendors Nos. 1-3 being successors in title of the estate of late Shri Shoorji Vallabhdas are collectively referred to as Shoorji Vallabhdas Group.

- c. After the death of the said Shivji Raghvji his died undivided share, right, title and interest was represented by his legal heirs and successors in title, namely (i) Banji Surji ii) Smt. Manibai Virji iii) Shri. Gopal Virji iv) Smt. Bachubai Purshottam and v) Smt. Rukhmini Purshottam Dayalji (Babulal) vi) Smt. Damyanti Virji (Vendors No 4) vii) Shri. Kalyanji alias Arunkumar Purshottam, (Vendors No 6) viii) Shri. Vasant Kumar Purshottam, (Vendors No 7) ix) Smt. Saraswati Prahladrai Kheraj, (Vendors No 8) x) Smt. Damyanti Liladhar Kanji (Vendors No 9), name of aforesaid heirs successors in the title to the said Shivji Raghvji have been mutated in the Records of Rights in the year 1966.
- I. The said Bhanji Surji died intestate and a bachelor leaving behind his brother Virji Surji as his only heir and successors in title.
 - a. The said Virji Surji died intestate leaving behind his widow Smt Manibai Virji, his son Gopalji Virji and daughter Damyanti Virji (Vendors No. 4 herein) as his only heirs and successors in title.
- II. the said Manibai Virji died intestate on 21.12.1992 leaving behind her son, the aforesaid, Shri Gopalji Virji and daughter, aforesaid, Damyanti Virji (Vendors no 4) as her only heirs and successors in title
- III. the Gopalji Virji died intestate on 26th August, 1986 leaving behind his widow Smt. Jayalaxmi Gopalji Virji Ganatra (Vendor No. 5) as his only legal heir and successor in title
- IV. The said Smt. Bachubai Purshottam died intestate on 8.03.1979, leaving behind her children Kalyanji alias Arunkumar Purshottam (Vendors No 6), Vasantkumar Purshottam (Vendors No. 7), Saraswati Prahladrai Kheraj (Vendors No 8), Damyanti Liladhar Kanji (Vendors No. 9) and Rukhmini Purshottam Dayalji (Babulal) as her only heirs and legal representatives.



V. Smt Rukhmani Purshottam expired on or about 17.09.2010 leaving behind her children namely i) Mr. Raja Babulal Majethia (Vendors No. 10) ii) Mrs. Chandika Rameshkumar Kutchi (Vendors No. 11), iii) Mrs. Divya Rajendra Kulchi(Vendors No. 12), iv) Mrs. Heena Rashmikant Karia (Vendors No. 13) v) Mrs. Bhavna Vasant Daiya (Vendors No. 14) and vi) Mrs. Jyoti Darmesh Gandha (Vendors No. 15) as her only heirs and legal representative.

The Vendors No. 6 to 15 heirs are the only legal heirs and representatives of the said Smt. Bachubai Purshottam

VI. Vendors Nos. 4 -15 being successors of in Title of estate of late Shri Shivji Raghvji are collectively referred to as the Shivji Raghvji Group.

d. Sir Mathuradas Vissanji died Mumbai on 22.12.1949 leaving behind his last will and Testament dated 2.09.1947 which was duly probated and granted by the Hon'ble High Court, Bombay on 25.06.1952. The executors of the will of Sir Mathuradas Vissanji, Ratansey were Pratapsinh Mathuradas Vissanji, Ratansey Karsondas, Ratanbai Vissanji, Pushpabai Vissanji and Jaisinh Vithaldas. (nephew of Sir Mathuradas Vissanji) (vendors No. 16) vide various Mutation Entries, names or Ratansey Karsondas, Pratapsinh Mathuradas Vissanji. Pushpabai Vissanji and Jaisinh Vithaldas were recorded in the Revenue Records as executors of the estate of Sir Mathuradas Vissanji and name of Sir Mathuradas Vissanji was deleted Ratanbai vissanji, wife of Sir Mathuradas Vissanji, and one of the executors, died on 22 June 1963. Shri Ratansey Karsondas died on 1 October 1992, Smt. Pushpabai Vissanji died on 7 April 1998. Shri Pratapsinh Mathuradas Vissanji died on 5 October 2007. Jaisinh Vithaldas, (Vendor No. 16) herein is therefore the sole surviving Executor and Trustee of the estate of Sir Mathuradas Vissanji.

I. Jaisinh Vithaldas, in his capacity as the trustee and sole surviving executor of the Last will and estate of Sir Mathuradas Vissanji as represented through his name and the names of the other executors (Since deceased) of Sir Mathuradas Vissanji, being a) Shri Ratansey Karsondas b) Smt. Pushpabai Pratapsinh and c) Pratapsinh Mathuradas, continued to be appear in the Revenue Records in respect of the said property, neither he nor any other executor and/or beneficiary under the will of Sir Mathuradas Vissanji have any right, title and/or interest of whatsoever nature in the said property more particularly described in the schedule written therein.

II. By Consent Terms dated 25 October 2010 entered into inter-alia between the Vendors together with the Confirming Party herein and filed in suit no 2757 of 2006 before the Honorable Bombay High Court



the Vendors have consented to convey all their respective undivided share, right title and interest in the said property along with several other properties to and in favor of the Confirming Party herein and have received the full consideration amount payable to them by the Confirming party prior to the filing of the consent terms. The said Consent Terms have been filed and taken of record.

- III. In the said Consent terms it was provided upon the request of the Confirming Party, the Vendors shall execute Conveyance(s) in favor of the Confirming party or its Nominee(s) without any further consideration or monies payable from the Confirming Party or its Nominee(s) to the Vendors.
- IV. AND THUS, the Vendors 1 to 16 along with the Confirming Party are collectively seized and possessed of or otherwise well and sufficiently entitled to.
 - a. All that piece or parcel(s) of land or grounds admeasuring 669.01 square meter or thereabouts bearing Survey No. 123 Part Corresponding to C.T.S. No. 32, 32/1 to 3, Village Kanjur, Taluka, Kurla, Registration District and Sub-District of Mumbai, appearing in the revenue records as "Ratansey Karsondas & 16 Others" and more particularly described in the schedule hereunder written.
 - b. All that piece or parcel(s) of land or grounds admeasuring 2144.80 square meter or thereabouts bearing Survey No. 123 Part Corresponding to C.T.S.No.33 (part) , Village Kanjur, Taluka, Kurla, Registration District and Sub-District of Mumbai, appearing in the revenue records as "Ratansey Karsondas & 16 Others" and more particularly described in the schedule hereunder written,
 - c. All that piece or parcel(s) of land or grounds admeasuring 1244.04 square meter or thereabouts bearing Survey No. 123 Part Corresponding to C.T.S.No.33 (part) , Village Kanjur, Taluka, Kurla, Registration District and Sub-District of Mumbai, appearing in the revenue records as "Ratansey Karsondas & 16 Others" and more particularly described in the schedule hereunder written.

By a conveyance Deed dated 1.08.2011 made between Shoorji Vallabhdas Group, Shivji Raghavji Group and Jaisinh vitthal das therein referred to as Vendors of one part, Matrix waste Management Private Limited Confirming Party and Suyog Developers therein referred to as Purchaser of Other Part and registered with the office of Sub-Registrar of Assurances at Kurla-3 on 5.10.2011 under Serial No.BDR-13/8052/2011, wherein the Vendors conveyed all their right, title and interest with respect to a portion of the said Property



admeasuring 4057.85 square meters in favour of Suyog Developers at or for consideration and in the manner contained therein. Suyog Developers has confirmed that consideration has been duly paid to all the vendors to their satisfaction and the vendors have acknowledged the receipt of the same.

B. Declaration of the said property as slum and subsequent development

3. It appears that the land *inter-alia* the said Property was encroached upon by various slum dwellers.
4. By a Gazette Notification dated 5.07.1984 bearing reference no. SLM/1076/5280/G dated 16.09.1976 and SLM/1076/5280/6 dated 21.10.1976 wherein the Deputy Collector (ENC) and the Competent Authority of Kurla-I Sub-Division declared CTS No. 125 as slum area under Section 4(1) of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1971.
5. By a Gazette Notification dated 23.12.2016 bearing reference no. SRA/Uji/E.S./3C/Notification/Shiv Sai/2016/367 wherein the Chief Executive Officer of Slum Rehabilitation Authority declared Survey No. 123 Hissa No. 2 corresponding to CTS No. 33(part) admeasuring 543.49 square meters as slum area under Section 3C of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1971.
6. Subsequently a meeting was held by the Slum dwellers on 27.10.2013 where it was inter alia resolved to form co-operative housing society which was to be known as Shiv Sai Co-operative Gruh Nirman Sanstha (hereinafter referred to as "Proposed Society") and appoint Suyog Developers as a Developers to carry out the development on the said property under the provisions of Regulation 33 (10) of the Development Control Regulations, 1991 ("D.C.Regulation")
7. The Proposed Society was subsequently registered on 26.04.2018 under Section 9(1) of Maharashtra Co-Operative Societies Rules, 1960. I have been furnished with Certificate of Registration dated 26.04.2018 bearing registration no. M.U.M./S.R.A./L.S.G. / (T.C.)/12890/2018 recording the aforesaid.
8. By a Development Agreement dated 07.10.2014 made between the Proposed Society therein referred to as Party of First Part, the Suyog Developers therein referred to as Party of Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part, the Proposed Society granted rights to develop the said Property in favour of the Suyog at or for consideration and on the terms and conditions contained therein. The Society has executed a Power of Attorney dated 09.08.2014 in



favour of the Suyog to do all acts, deeds, matter, things more particularly described therein.

9. The Competent Authority nominated by the State Government of Maharashtra has issued Annexure II from time to time being a certified list of total slum tenements standing on the said Property and certification of the Slum tenements/ slum dwellers eligible for rehabilitation as per the provisions of the Slum Act read with applicable D.C. Regulations. By a Notice issued by Deputy Collector and Competent Authority dated 08.06.2018 notifies that a slum scheme is being promoted by Suyog together with the Proposed Society on land bearing CTS Nos. 31/B, 32, 31/1 to 32/3, 33 (part) and 34, being the said Property. The notice further records that as per the final Annexure II finalized by the Deputy Collector and Competent Authority there are 158 hutments on the said Property out of which 148 hutments and 1 place of worship are eligible as per the D.C. Regulation 33(10) and 9 hutments dwellers found to be non-eligible tenements and whereas slum dwellers from 6 hutments are required to prove their eligibility.

C. Permission and approvals

10. Airports Authority of India issued No Objection Certificate for Height Clearance for CTS No. 31/B, 32, 32/1 to 32/3, 33 (part) and 34 of Village -Kanjur, Taluka Kurta, within District and Sub-District of Mumbai and Mumbai Suburban District in pursuance of responsibility conferred by and as per the provision of Government of India (Ministry of Civil Aviation Order GSR 751 (E) dated 30.09.2015 for Safe and Regular Aircraft Operation.
11. I have been furnished with Letter of Intent dated 6.11.2017 bearing reference no. SRA/ENG/2823/s/PL/LOI issued by Slum Rehabilitation Authority to Suyog for the proposed slum rehabilitation scheme on the said Property under the provision of Regulation 33(10) D.C. Regulations FSI of 3.60 (FSI sanctioned for the Project) while the permissible FSI of 3 has been approved for the Slum Plot and FSI of 1 has been approved for the Non-slum Plot in respect of the development of the said Property subject to the terms and conditions contained therein. I bring to your attention that I have not seen the interim documents at each stage leading up to the issuance of the LOI and I presume that LOI has been duly issued.
12. I have been furnished with a copy of intimation of Approval dated 21.11.2017 bearing reference no. SRA/ENG/S/PVT/0122/20150526/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of rehab building proposed to be constructed on the said Property.



13. I have been furnished with a copy of Amended intimation of Approval dated 15.06.2018 bearing reference no. S/PVT/0122/20150526/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of rehab building proposed to be constructed on the said Property.
14. I have been furnished with a copy of the Commencement Certificate dated 31.08.2018 bearing reference no. S/PVT/0122/20150526/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of rehab building and have been granted up to the plinth level on certain terms and conditions mentioned therein. I have been informed by Suyog vide its declaration that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein.
15. I have been furnished with a copy of Intimation of Approval dated 26.07.2018 bearing reference no. SRA/ENG/S/PVT/0122/20150526/AP/S (Sale Building) addressed by Slum Rehabilitation Authority to Suyog in respect of Sale building Known as "Neoskies" proposed to be constructed on the said Property.
16. I have been further been informed by Suyog that it has obtained all the necessary approvals/ permissions for the development of the said Property including non-slum plot forming part of the said property from all the relevant authorities including State Government.

D. Revenue Records

I. PROPERTY REGISTER CARDS

17. I have been provided with Property Register Cards ("PRC") dated 16.11.2017 on perusal of the same I note the following :

CTS No.	Area (in square meters)	Owner	Tenure
31/B	4488.2		G.
32	602	Bhandup Estate.	C-1
32/1	12.7	Bhandup Estate.	C-1
32/2	23.5	Bhandup Estate.	C-1
32/3	25	Bhandup Estate.	C-1
33	9162.6	—	
34	38.9	Bhandup Estate.	C-1



I note that the PRCS for land bearing CTS no. 31/B, 32, 32/1 to 32/3, 33 and 34 have not been updated to reflect the name of the Suyog as the owner. I have been given to understand by the representatives of Suyog that they have made the necessary application and same is the in the process of updating the revenue records.

18. I note that save and except land bearing CTS Nos. 31/B and 33, all the land parcels have C-1 (unauthorized NA use) as its tenure. I further note that all the PRCS record that NA assessment taxes to the tune of 11,409/- I have been informed by Suyog that NA taxes have been duly paid by it and as on date there are no outstanding dues in respect of the same.

II. 7/12 Extracts

19. I have been furnished with a copy of 7/12 extract of dated 03.10.2018 for land bearing Survey No. 123/2 on perusal of the same I note as under :
20. The area of the 123/2 was to 4580 Square meters and the land appear in the name of M/s Suyog Developers.
21. I have been furnished with a copy of 7/12 extract of dated 03.10.2018 for land bearing Survey No. 125/1/3 on perusal of the same I note as under :
22. The area of the 125/1/3 was to 652.00 square meters and the land appear in the name of M/s Suyog Developers.
23. On perusal of mutation entries reflected on the 7/12 extract I note as under :
 - a. On perusal of Mutation Entry No.1052 dated 01.01.2015. It appears that the land bearing Survey No. 123 was belongs to Pratapsinh Shoorji Vallabhdas and Ors, but previous Occupier namely Ratansinh Karsondas & Ors sold the said Land to Suyog Developers by virtue of Document Registered with office Sub - Registrar Assurances at kurla, under Serial No. 8052 dated 05.10.2011 and hence Accordingly name of Suyog Developers entered into the Record of right for Survey No. 123/2.
 - b. On perusal of Mutation Entry No.1059 dated 20.02.2015. It appears that the land bearing Survey No. 125/1/3 was belongs to Rajiv Banwarilal Gupta and Ors, sold the said Land to Suyog Developers by virtue of Document Registered with office Sub - Registrar Assurances at kurla, under Serial No. 8052 dated 05.10.2011 and hence Accordingly name of Suyog Developers entered into the Record of right for Survey No.125/1.



E. Litigation

a. I have perused the copy of the Plaintiff and other relevant proceeding of Suit No. 1504 of 2015 filed by Mrs Vaishali Vittal Rane in Bombay City Civil Court at Bombay. The Plaintiff therein has inter-alia prayed for the following reliefs :

- i) That, defendants, their relatives, servants and agents be restrained by an order and permanent injunction of this Honorable Court from entering, encroaching, dispossessing disturbing, obstructing, peaceful possession of plaintiffs in respect of suit properties premises i.e. seven rooms premises admeasuring at about 12 x 16 sq. ft. respectively made up of brick walls and A.C sheet roof situated at Room No. 9, 12, 10. M. S. Parab chawl, Sai Vihar Tembi pada road, Bhandup (W), Mumbai, bearing C.T.S No. 28 pt., without due process of law.
- ii) That, till pending and final hearing of this suit defendants, their relatives, Servants and agents be restrained by an order and permanent injunction of this Honorable Court from entering, encroaching, dispossessing, disturbing, obstructing peaceful possession of the plaintiff on the suit premises i.e. seven rooms premises admeasuring at about 12 x 16 sq. ft. respectively made up of brick wall and A.C sheet roof situated at Room No. 9, 12,10, M.S. Parab Chawl, Sai Vihar Tembi pada road, Bhandup (w), Mumbai, bearing C.T.S. No. 28 pt., without due process of law.

The abovementioned suit is withdrawn by the plaintiff on 31.01.2018, the Hon'ble Court is granted the liberty to file the fresh Suit.

b. I have perused the copy of the Plaintiff and other relevant proceeding of Suit stamp No. 6259 of 2018 filed by Mr. Vijay Mahadeo Parab in Bombay City Civil Court at Bombay. The Plaintiff therein has inter-alia prayed for the following reliefs :

- i) That Defendant Nos 1 and 2 their relatives/members, servant and agents and/or any one claiming through them, be restrained by an order and permanent injunction of this Hon'ble Court from entering, encroaching, dispossessing, disturbing, obstructing the peaceful occupation and possession of the plaintiff and their family members and others in the suit property being CTS No. 28 (part) admeasuring about 811.3 square yards and structure standing thereon situate at M. S. Parab Chawl, Sai Vihar, Tembi pada Road, Bhandup (West),



Mumbai - 400 078, as more particularly set out in the schedule at Exhibit - "A" hereto, or any part thereof, without due process of law.

ii) This Hon'ble Court be pleased to direct the Defendant No. 3 and/or the concerned City survey Officer to conduct a survey and submit his Report to this Hon'ble Court, setting out therein, details including the boundary of CTS No. 31 (Part) and CTS No. 28 (Part) whether suit property, as more particularly set out in the schedule at Exhibit - "A" hereto, is separate/different from CTS No. 31 or that the Suit Structures are part of CTS no 31 (part).

In the abovementioned Suit, Plaintiff had taken out the Application for urgent relief and mentioned matter before His Honour Judge Shri. N. L. More in C.R No. 12 on 5.05.2018 after the hearing the parties Hon'ble Court refused the Ad-interim relief and said suit is pending for final hearing.

c. I have perused the copy of the Writ Petition Lodging No. 1726 of 2018 filed by Mr Shailendra Mulchand Jaiswal in Original Side of Bombay High Court at Bombay. The Petitioner therein has inter-alia prayed for the following reliefs :

- i) Rule may kindly be issued ;
- ii) This Hon'ble Court be pleased to call for the record and papers available with Respondent No.1 and Respondent No.3 of the proposed Redevelopment under D.C. Regulation 33 (10) of Shiv Sai CHS (Proposed) on the land admeasuring 3288.00 Sq. Mts and bearing CTS No.31/B (Part), 32, 32/1 to 3, 33 (Part), 34 (Part) of Village Kanjur. Utkarsh Nagar, Near Yeshwant Chandji School, Bhandup West, Mumbai-078 for ascertaining the veracity of the permissions accorded to the said Slum Redevelopment Project;
- iii) That this Hon'ble Court be pleased to issue a writ of Mandamus or any other appropriate writ, order or direction in the nature of Mandamus thereby directing the Respondents not to proceed with the proposed Redevelopment under D.C. Regulation 33 (10) of shiv Sai CHS (Proposed) on the land admeasuring 3288.00 Sq. Mts and bearing CTS No. 31/B (Part) 32, 32/1 to 3, 33 (Part), 34 (Part) of Village Kanjur. Utkarsh Nagar, Near Yeshwant Chandji School. Bhandup West, Mumbai-078 unless and until the right, interest and title of the Petitioner in respect of land admeasuring 610 Sq. Yards bearing Survey No. 123. CTS No. 33 (Part) of Village Kanjur, Taluka Kurla B.S.D, Utkarsh Nagar, Bhandup (w), Mumbai forming part of the said slum



Rehabilitation Scheme is finally decided after affording the Petitioner with an opportunity or hearing by the Respondent No. 1 or by any other proper appropriate Authority.

- iv) This Hon'ble Court be pleased to issue a writ of Mandamus or any other appropriate writ, order or direction in the nature of Mandamus thereby declaring that the implementation of the Slum Rehabilitation Scheme on/and the inclusion of the land admeasuring 610 Sq. Yards bearing Survey No. 123, CTS. No 33 (Part) of Village Kanjur, Taluka B.S.D. Utkarsh Nagar, Bhandup (w), Mumbai in the proposed Redevelopment Scheme under D.C. Regulation 33 (Part) of Shiv Sai CHS (Proposed) is unlawful and had in law and the same may be quashed and set aside;
- v) That this Hon'ble Court be pleased to issue a writ of Mandamus thereby directing that further demolition of the premises of the Petitioner constructed upon the said land having 11 rooms, 5 rooms and 2 rooms (totaling 18 rooms) be stayed till the right, interest and title of the Petitioner in respect of land admeasuring 610 Sq. Yards bearing Survey No. 123, CTS. No 33 (Part) of Village Kanjur, Taluka B.S.D. Utkarsh Nagar, Bhandup (w), Mumbai forming part of the said slum Rehabilitation Scheme is finally decided after affording the Petitioner with an opportunity of hearing by the Respondent No.1 or by any other proper appropriate Authority;

We note that the aforementioned Writ Petition (L) No. 1726 of 2018 has been disposed of on 23.05.2018 in view of the Statement made by the Lt. AGP, that the Suit property will not be demolished without following due process of Law.

F. Lien and charge

By indenture of Mortgage dated 24.11.2017 executed and entered between Suyog Developers (Mortgagor), and Reliance Home Finance Limited, (Mortgagee) registered in the Office of Sub- Registrar suburban bearing Serial No. KRL-2-12390-2017 registered on 24.11.2017. Whereby the Suyog Developers had mortgaged with the Mortgagee the said Property which is described in the schedule therein and the same is more particularly described in the schedule herein. However, there are no restrictions on the Owners in transferring or selling units/ premises / flats in the said buildings named as "Neoskies" to be constructed on the said Property of Suyog.

**G. Development Plan and Remark**

I have been furnished with Remarks under Draft Development Plan 2034 dated 21.04.2015 bearing reference no. Ch.e./156/D.P. Rev addressed by Municipal Corporation of Greater Mumbai to Suyog Developers for CTS No. 31/A, 31/B, 32, 33 and 34 for Village Kanjur and on perusal of the same I note that the said property falls under Residential Commercial Zone (R. C). The said property is affected by a 13.40 meter DP. Road which is proposed to be widened as per Development Plan.

H. Other Observations

24. I have inspected certain original documents of title in relation to the property.
25. I have been informed by representative of Suyog as under :
 - a) Save and except what has been stated hereinabove, there are no any litigations affecting the said Property or any portion thereof.
 - b) There are no mortgages created on the built-up area of the sale buildings to be constructed on the said Property or on the said Property or any part thereof save and except mentioned above.
 - c) The said Property or any portion thereof is subject to any acquisition proceedings by the State Government or any other Government Authority.
 - d) There is a place of worship on a part of the said Property and the same will be dealt as provided in the SRA Norms and the same recognized as an existing structure in the Annexure II issued by the Competent Authority.
 - e) There are no electricity sub-stations, underground pipes etc. running through the said Property or any portion thereof.
 - f) The said Property did not belong to any Tribals or Adivasis.
 - g) The said Property is not subject to any easements or any restrictive covenants or otherwise.
 - h) The said Property or any part thereof is not affected by forest reservation.
 - i) The said Property is not abutting any defence area.
 - j) There are no contingent liabilities in the books of Suyog which may attach to the said Property.
 - k) The said Property is not affected by any schemes or orders issued and passed under the provisions of the Urban Land (Ceiling and Regulation) Act,



1976 and the urban land ceiling authorities have not acquired possession of the said Property, or any part thereof.

i) There is sufficient road access to the said Property.

26. For the purposes of this opinion on title, I have made certain assumptions which are set out in the Third Schedule hereto

I. Certification

on the basis of Papers/Documents and information provided in relation to the said Property by Messers Suyog Developers ("Suyog") I am of the opinion that Suyog Developers has a clear and Marketable Title over the same and I am therefore, the opinion that the said property (More particularly described in schedules hereunder) is clear and marketable subject to lien of the Reliance Home Finance Limited vide Indenture of Mortgage Deed dated 24.11. 2017 and I further certify that the owner is authorized to develop land more particularly described in the schedule hereunder and construct the Sale building to be known as "Neoskies" and further certify that the owner is authorized to sell units / Flats / Premises in the said Sale buildings on ownership basis as contemplated by the RERA .

THE FIRST SCHEDULE REFERRED TO HEREINABOVE TO

(Description of the said Property)

All that piece and parcel of land bearing Survey No. 125/1/3 (Part) corresponding to CTS No. 31/B admeasuring about 572.50 Square meters, Survey No. 123/2 corresponding CTS Nos. 32, 32/1 to 32/3 admeasuring about 663.20 Square meters, CTS No 33 (part) admeasuring about 2013.40 square meter and CTS No. 34 admeasuring about 38.90 square meter or thereabouts aggregating to 3288 square meter situate, lying and being in the revenue Village of Kanjur, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Uttkarsh Nagar, Bhandup (West).

THE SECOND SCHEDULE REFERRED TO HEREINABOVE TO

(List of Original Documents inspected)

1. Conveyance Deed dated 1.08.2011 made between i) Shri. Pratapsinh Shoorji Vallabhdas, ii) Jyotsna (wife of Vikramsinh Shoorji Vallabhdas), iii) Shri. Dilipsinh Shoorji Vallabhdas, iv) Smt. Damyanti Virji alias Samita Shivaji Thakkar, v) Smt. Jayalaxmi Gopalji Virji Ganatra, vi) Shri. Kalyanji alias Arunkumar Purshottam (Thakkar), vii) Shri. Vasantkumar Purshottam (Thakkar) viii) Smt. Saraswati Prathadrai Kheraj (Thakkar) ix) Smt. Damyanti Liladhar Kanji (Kotak), x) Mr. Raja Babulal Majethia xi) Mrs. Chandika Rameshkumar Kutchi xii) Mrs. Divya Rajendra Kutchi xiii) Mrs. Heena



Rashmikant Karia , xiv) Mrs. Bhavana Vasant Daiya xv) Mrs. Jyoti Darmesh Gandha and xvi) Jaisinh Vithaldas thereafter referred to as Vendors of First Part and Matrix Waste Management Private Limited therein referred to as Confirming Party and Suyog Developers therein referred as Purchaser of Other Part and registered with the office of Sub-Registrar of Assurances Kurla - 3 on 5.10.2011 under Serial No. BDR-13/08052/2011.

2. A notarized Power of Attorney dated 9th June, 2011 executed by i) Shri. Pratapsinh Shoorji Vallabhdas, ii) Jyotsna Vikramsinh (*wife of Vikramsinh Shoorji*), iii) Shri. Dilipsinh Shoorji Vallabhdas, iv) Smt. Jayalaxmi Gopalji Virji Ganatra, v) Smt. Damyanti Virji alias Samita Shivaji Thakkar, vi) Shri. Kalyanji alias Arunkumar Purshottam (Thakkar), vii) Shri. Vasantkumar Purshottam (Thakkar) viii) Smt. Saraswati Pralhadrai Kheraj (Thakkar) ix) Smt. Damyanti Liladhar Kanji (Kotak), x) Mr. Raja Babulal Majethia xi) Mrs. Chandika Rameshkumar Kutchi xii) Mrs. Divya Rajendra Kutchi xiii) Mrs. Heena Rashmikant Karia , xiv) Mrs. Bhavana Vasant Daiya xv) Mrs. Jyoti Darmesh Gandha and xvi) Jaisinh Vithaldas appointed Matrix Fiscal Limited acting through its directors Chetan Shah and Mayur Shah as their constituted attorney.
3. Conveyance Deed dated 25.02.2012 made between i) Mr. Rajiv Banwarilal Gupta, ii) Mr. Krishan Harbanslal Gupta, iii) Mr. Punit Pyarelal Gupta and iv) Mr. Munish Pyarelal Gupta thereafter referred to as Vendors of First Part and Suyog Developers therein referred as Purchaser of Other Part and registered with the office of Sub-Registrar of Assurances Kurla - 3 Under Serial No. BDR-13/2521/2012.
4. A Development Agreement dated 07.10.2014 made between Shiv Sai Sahakari Gruh Nirman Sanstha (Proposed) therein referred to as Party of the First Part, Suyog Developers therein referred to as Party of a Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part.
5. Power of Attorney dated 09.08.2014 executed Shiv Sai Sahakari Gruh Nirman Sanstha (Proposed) appointing Suyog Developers through their Partner Kaivalya Chetan Shah as their constituted attorney.
6. Airports Authority of India issued No Objection Certificate for Height Clearance for CTS No. 31/B, 32, 32/1 to 32/3, 33 (part) and 34 of Village - Kanjur, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban District in pursuance of responsibility conferred by and as per the provision of Goverment of India (Ministry of Civil Aviation Order GSR 751 (E) dated 30.09.2015 for Safe and Regular Aircraft Operation



7. Letter of Intent dated 6.11.2017 bearing reference no. SRA/ENG/2923/S/PL/LOI issued by Slum Rehabilitation Authority to Suyog Developers.
8. Intimation of Approval dated 21.11.2017 bearing reference no. SRA/ENG/S/PVT/0122/20150516/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of Rehab building proposed to be constructed on said property.
9. Commencement Certificate dated 31.08.2018 bearing reference no. S/PVT/0122/20150526/AP-R addressed by Slum Rehabilitation Authority to Suyog in respect of Rehab Building proposed to be constructed on said property.
10. Intimation of Approval dated 26.07.2018 bearing reference no. SRA/ENG/S/PVT/0122/20150536/AP/S(Sale Building) addressed by Slum Rehabilitation Authority to Suyog in respect of Said Sale Building Known as "Neoskies" proposed to be constructed on said property

THE THIRD SCHEDULE HEREINABOVE REFERED TO

(Assumptions)

1. *This opinion on the title is based on the information given to us pursuant to the documents and statements submitted. Furnished and produced before us from time to time during the course of our due diligence.*
2. *while conducting our due diligence exercise, I have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us and the conformity with the originals of all documents supplied as copies. In addition, I have assumed and have not verified the accuracy as to factual matters of each document I have reviewed.*
3. *This opinion on Title is confined and limited to the state of affairs as on the date hereof. I am not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.*
4. *I am unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether agents acting for such parties had the Power of attorney to so act where the documents have been executed as attorneys.*
5. *This opinion on title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This opinion on Title is based only on the documents made available for our examination and information provided to us as stated*



PRASANNA S. TARE

B. Com, LL.B

Continuation Sheet No.

above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts therein contained only as on the date thereof.

6. I express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advice after date of this opinion on Title of any changes in the foregoing or any changes of circumstances of which I may become aware that may affect our observations contained herein.
7. For the purpose of this opinion on Title, I have not independently verified the Power of attorney or the authority under which the individuals have signed the deeds of conveyance / document of title as Constituted Attorney.
8. I have relied solely on the registered documents of title furnished to us in cases where there is any inconsistency between the title reports and other unregistered documents furnished to us from time to time during the course of our due diligence exercise.
9. I assume that technical diligence in respect of the said Property as regards the development potential of the same has been independently carried out.
10. I have not opined on the structures and/or any buildings standing on the said Property and I recommend that a separate technical diligence be conducted for the same.
11. This opinion on Title for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.
12. I expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this opinion on Title.

Dated this 4th day of October, 2018

Prasanna S. Tare
Advocate