



Prabhakar S. Devadiga

B. Com., LL.B.

ADVOCATE HIGH COURT

(Regd. No. 22204995)

Off : JN1 / 38 / B- 8, Kailas Apartments, Behind Hotel Shabari, Sector-9, Vashi Navi Mumbai -400703
Mob : 9969949718, 8451018825 Email : psdevadiga@rediffmail.com

TITLE CERTIFICATE

Re: **Firstly:** All that pieces and parcels of land admeasuring 500 sq. yards i.e. 418 sq. meters as per Property Register Card inclusive of Road Set Back Area of 112.56 sq. meters bearing Cadastral Survey No. 187, Collectors New Nos. DA/2730 and D/2718 and New Survey No.1A/7255 (part) of Malabar Hill and Cumballa Hill in Greater Mumbai in the Registration District and Sub-District Division situated at Dongarsi Road, Walkeshwar, Mumbai 400006 and bounded on or towards East by the Property of Gangadas Vimbukandas, on or towards West by Dongarsi Road, on or towards North by Property of Ackruti Astha and on or towards South by Property of Helictite Residency Pvt. Ltd.

... the First Property

Secondly: All that pieces and parcels of land admeasuring 849 sq. yards equivalent to 709.85 sq. meters or thereabouts with structures built in the year 1900 standing thereon and registered by Collector of land Revenue under New No. D/2718 and New Survey No. 1A/7255 Cadastral Survey No. 186 of Malabar Hill and Cumballa Hill in Greater Mumbai in the Registration District and Sub-District Division situated at Dongarsi Road, Walkeshwar, Mumbai 400006 and bounded on or towards East by the Property of Gangadas Vimbukandas, on or towards West by the said Dongersi Road, on or towards North partly the property of Akruti Co-operative Housing Society and on or towards South by the said Dongersi Road.

...the Second Property

(The First Property and the Second Property together referred to as "the said Property").

- A. I have been instructed by my clients (i) Helictite Residency Private Limited (formerly known as Rushank Constructions Pvt. Ltd.) ("Helictite"), a Company incorporated under the Companies Act, 1956 and deemed existing under the Companies Act, 2013 and having its registered office at B-19, Pereira Chawl, 23-E, Dongersi Road, Walkeshwar, Mumbai 400 006 and (ii) NHP Realty LLP ("NHP"), a partnership firm incorporated under Limited Liability Partnership Act, 2008 and having its registered office at 501-B, Symphony Premises CHSL, Nehru Road, Vile Parle (East), Mumbai 400057 to investigate their right, title and interest to jointly develop the said Property more particularly described **Firstly** and **Secondly** in the **SCHEDULE** hereunder written;
- B. In respect of the First Property, I have been furnished with photocopies of the documents set out in **ANNEXURE "I"** hereof and in respect of the Second Property, I have been furnished with photocopies of the documents set out in **ANNEXURE "II"** hereof;

C. In respect of the said Property I have caused searches to be taken in the Offices of the Sub-Registrar of Assurances at Mumbai Old Custom House, Mumbai from the Year 1958 to 2017 (Last 60 Years) and also in the offices (Mumbai-1, 2, 3, 4 & 5) of the Sub-Registrar of Assurances at Worli and Old Custom House, Fort Mumbai from the year 2002 to 2017 respectively and I have caused further searches to be taken in respect of the said Property from 2017 to January, 2020, where online E-Search is taken by my search clerk as manual record was not available. The aforesaid searches are subject to the availability of records and the state and condition of certain records being torn and mutilated I shall not be held responsible for any consequence arising on account of non-availability of records and/or on account of records being torn and mutilated;

D. I have conducted online search in the computerized records of Registrar of Companies ("ROC") for mortgage/charge created by Helictite in respect of the Second Property and register with ROC and have observed that presently no mortgage/charge is recorded and register with ROC in respect of the Second Property;

E. I have issued public notices in newspapers inviting claim in respect of the said Property in the Free Press Journal (English) and Navshakti (Marathi) both on 19th December, 2019 and have not received any claims and/or objections in response thereto;

F. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, I have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Property is the subject matter of any litigation;

G. I have procured notarized Joint Declaration dated 24th January, 2020 made by Mr. Kamal Matalia Director of Helictite and Mr. Nitin Sanghavi Designated Partner of NHP wherein they have inter alia declared, represented and confirmed that there is no charge, attachment, mortgage, litigation or encumbrance created by them and subsisting on the said Property or any part thereof;

H. Since my scope of work does not include considering aspects within the domain of an architect and surveyors, I have not carried out any physical inspection in respect of the said Property;

I. I have assumed that :

- Copies of the documents and papers provided to me by my clients are accurate, authentic and complete;
- Each document has been signed by the persons purporting to sign them and sign and seals on any documents submitted to me are genuine;

- There have been no amendments or changes to the documents examined by me;
- Each document binds parties intended to be bound thereby;
- All factual contents of the documents relied upon by me and referred for issuance of this title certificate are correct and otherwise genuine.

J. Observations:

From the perusal of documents furnished to me as stated above, search reports for various searches which I have got conducted as above, public notices which I have got published in newspapers as above, representations under Declaration made by director of Helictite and designated partner of NHP and relying on the information furnished to me by Helictite and NHP I observe as setout herein below:

Flow of title pertaining to the First Property belonging to Akruti Co-operative Housing Society Limited:

Re: All that pieces and parcels of land admeasuring 500 sq. yards i.e. 418 sq. meters as per Property Register Card inclusive of Road Set Back Area of 112.56 sq. meters bearing Cadastral Survey No. 187, Collectors New Nos. DA/2730 and D/2718 and New Survey No.1A/7255 (part) of Malabar Hill and Cumballa Hill in Greater Mumbai in the Registration District and Sub-District Division situated at Dongarsi Road, Walkeshwar, Mumbai 400006 and hereinafter referred to as "**the First Property**" more particularly described **Firstly** in the **SCHEDULE** hereunder written.

1. The First Property belongs to and owned by The Akruti Co-Operative Housing Society Limited, a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/WD/HSG/TC/4099/90-91 on 26th March, 1991 having its office at Plot No. 187, Dongarsi Road, Walkeshwar, Mumbai 400006 ("**the said Society**") comprising of 20 existing members who are owners of their respective flats in the building of the said Society known as "Akruti" comprising of two basements + stilt + 7 upper floors standing on the First Property by virtue of each of them holding shares of the said Society in respect thereof.
2. The said Society has become owner of the First Property vide Deed of Transfer dated 25th July, 1997 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/2678/1997 dated 26th August, 1997 and executed by and between Hemant Mahipatral Shah and Vyomesh Mahipatral Shah (therein referred to as "**the Trustees**") of the One Part and the said Society (therein referred to as "**the Beneficiary**") of the Other Part where under the Trustees in their capacity as Promoter of the said Society have sold, transferred and conveyed the First Property to the said Society absolutely.
3. The name of the said Society is recorded in the Property Register Card as owner of the First Property.
4. By an Agreement for Amalgamation and Reconstruction dated 11th September, 2018, registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial



No. BBE-3-7824 on 11th September, 2018 and executed by and between the said Society of the First Part and the Reconstruction Committee therein referred to as "**Members**" of the Second Part and Helictite therein referred to as "Owner/Contractor" of the Third Part, the said Society with the consent of the Members granted and conferred upon Helictite the right to amalgamate their First Property with the Second Property belonging to Helictite and construct a new building on amalgamated land i.e. the said Property to re-accommodate the Existing Members of the said Society by utilizing existing FSI potential of the First Property for construction of new premises to be allotted to the Members of the said Society free of cost and utilise balance FSI for construction of permanent alternate accommodation for tenant/occupant of the Second Property and sell/transfer the remaining constructed area to the purchasers in the new building to be constructed in accordance with the building plans and other specifications approved by the Municipal Corporation of Greater Mumbai ("MCGM") and other concerned authorities on the terms and conditions as stated therein.

5. On 6th November, 2018 I have issued my Title Report in respect of the First Property representing the said Society as my client and I have certified title of the said Society (subject to the an Agreement for Amalgamation and Reconstruction dated 11th September, 2018 set out in Clause 4 hereinabove) to the First Property together with the building standing thereon and known as "Akruti" as clear and marketable and free from encumbrances. Hereto attached as **ANNEXURE "III"** is a copy of my Title Report dated 6th November, 2018.

Flow of title pertaining to the Second Property belonging to Helictite:

Re: All that pieces and parcels of land admeasuring 849 sq. yards equivalent to 709.85 sq. meters or thereabouts with structures built in the year 1900 standing thereon and registered by Collector of land Revenue under New No. D/2718 and New Survey No. 1A/7255 Cadastral Survey No. 186 of Malabar Hill and Cumballa Hill in Greater Mumbai in the Registration District and Sub-District Division situated at Dongarsi Road, Walkeshwar, Mumbai 400006 and hereinafter referred to as "**the Second Property**" more particularly described **Secondly** in the **SCHEDULE** hereunder written.

1. The Second Property belongs to and owned by Helictite Residency Private Limited (formerly known as Rushank Constructions Pvt. Ltd.) ("Helictite"), a Company incorporated under the Companies Act, 1956 and deemed existing under the Companies Act, 2013 and having its registered office at B-19, Pereira Chawl, 23-E, Dongersi Road, Walkeshwar, Mumbai 400 006. The structures standing thereon consists of total 36 (thirty six) tenements which are occupied by the various tenants/occupants of Helictite.
2. Helictite has become owner of the Second Property vide Indenture dated 15th June, 1992 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No.1694 of 1992 ("**the said Deed of Conveyance**") and executed by and between (i) Mohammed Habib Fazal Allana, (ii) Farid Fazal Habib Allana, (iii) Rehmoor Fazal Allana, (iv) Gulbanoo Sharif Fazal Allana, (v) Shaukat Fazal Allana, (vi) Noor Fazal Allana, (vii) Khairoobai Sultanali Ismail Allana, (viii) Nasaruddin Sultanali Ismail Allana, (ix) Jamaluddin Sultanali Ismail Allana, (x) Zulekha Sultanali Ismail Allana, (xi) Khadija Sultanali Ismail Allana and (xii) Zainab Fazal Habib Allana (therein referred to as "**the Vendors**") of the One Part and hereinafter referred to as "**the said Previous**



Owners" and Helictite then known as M/s. Rushank Constructions Private Limited (therein referred to as "the Purchasers") of the Other Part wherein the Vendors therein sold, transferred and conveyed the Second Property in favour of Helictite subject to the rights of the Members of the J. Pereira Family claimed by them as being the Lessees of the Second Property at or for the consideration and more particularly setout therein; At the time of execution of Conveyance only Rs. 7,00,000/- was paid leaving balance of Rs.6,30,000/- which was payable to the Vendors on the happening of event setout in the said Deed of Conveyance.

3. Helictite in their Joint Declaration dated 24th January, 2020 has represented that they subsequent to the said Deed of Conveyance have paid balance consideration of Rs.6,30,000/- (Rupees Six Lakhs Thirty Thousand only) payable to the said Previous Owners. However, Helictite do not have receipts executed by each of the Previous Owners in favour of Helictite upon receipt of balance consideration paid to them by Helictite. Helictite has further represented that on 23rd December, 2011 due to fire in their office situated on the 6th floor of Akruti Trade Centre situated at 7th Floor, MIDC, Andheri, Mumbai 400 093 all the records including documents, files, papers, plans, approvals etc. kept by Helictite were completely charred and destroyed and the said incident is recorded in MIDC Police Station Andheri.
4. The title devolution in favour of the said Previous Owners is set out in the said Deed of Conveyance as follows :
 - (a) Vide Certificate of Sale issued by the Hon'ble Bombay High Court in Suit No. 1419 of 1928 (Fazal Dostmohamed Allana and Others V/s. Shavaksha Dinshaw Davar) (i) Fazal Dostmohamed Allana ("**the said Fazal**"), (ii) Ismail Gulamhusein Allana ("**the said Ismail**") and (iii) Yusuf Gulamhusein Allana ("**the said Yusuf**") became jointly entitled to the Second Property each having 1/2, 1/4th and 1/4th undivided share respectively;
 - (b) Vide Agreement dated 10th June, 1932 executed between the said Yusuf and the said Ismail, the said Yusuf transferred his 1/4th undivided share, right, title and interest in the Second Property in favour of his brother the said Ismail;
 - (c) In the premises, by virtue of the aforesaid Agreement dated 10th June, 1932, the said Ismail became entitled to 1/2 undivided share, right, title and interest in the Second Property along with the said Fazal who was entitled to balance 1/2 undivided share, right, title and interest in the Second Property;
 - (d) Subsequently the said Yusuf died leaving his widow Smt. Sarabai and his daughter Noorbanoo Rehmoo Allana ("**the said Noorbanoo**"). The said Noorbanoo predeceased her mother the said Smt. Sarabai leaving behind (i) Shahabuddin Rehmoo Allana and (ii) Ali Rehmoo Allana (children of the said Noorbanoo) as the only heirs of the said Yusuf as on 15th June, 1992;
 - (e) The Agreement dated 10th June, 1932 executed between the said Yusuf and the said Ismail recited in sub-clause (b) and Clause 3 above was not registered and thereby (i) Shahabuddin Rehmoo Allana and (ii) Ali Rehmoo Allana (children of the said Noorbanoo) being the only present heirs of the said Yusuf executed a Declaration dated 15th June, 1992 stating that they have no

right title or interest, claim or demand of any nature whatsoever in the Second Property;

(f) The said Ismail died at Mumbai on 10th October, 1934 leaving behind his Last Will and Testament dated 6th October, 1929, wherein he devised and bequeathed the rest and residue of his estate including his undivided 1/2 share in the Second Property in favour of (i) his wife Kulsumbai Ismail Allana ("**the said Kulsumbai**") and (ii) his son Sultanali Ismail Allana ("**the said Sultanali**");

(g) The said Kulsumbai died at Mumbai on or about 15th August, 1959 leaving behind her Last Will and Testament dated 3rd August, 1957 wherein she devised and bequeathed her residuary estate including her right, title and interest in the Second Property in favour of her daughter-in-law Khairoobai, the wife of the said Sultanali;

(h) The said Sultanali died at Mumbai on 6th October, 1973 leaving behind (i) his widow Khairoobai Sultanali Ismail Allana, his two sons (ii) Nasaruddin Sultanali Allana and (iii) Jamaluddin Sultanali Allana, and his two daughters (iv) Zulekha Sultanali Allana and (v) Khadija Sultanali Allana has his only heirs and legal representatives;

(i) In the premises aforesaid, the aforesaid heirs and legal representatives of the said Sultanali inter se became entitled to 1/2 share right, title and interest of the said Ismail in the Second Property;

(j) The said Fazal owner of balance 1/2 share in the Second Property died at Mumbai on 15th January, 1951 leaving behind his Last Will Testament dated 4th July, 1950 wherein he devised and bequeathed his 1/2 undivided share, right, title and interest in the Second Property in favour of his five sons (i) Habib Fazal Allana ("**the said Habib**"), (ii) Rehmoo Fazal Allana ("**the said Rehmoo**"), (iii) Sharif Fazal Allana ("**the said Sharif**"), (iv) Shakuat Fazal Allana ("**the said Shakuat**") and (v) Noor Fazal Allana ("**the said Noor**");

(k) One of the sons of the said Fazal viz. the said Habib died at Mumbai on 29th November, 1984 leaving behind last Will and Testament dated 24th October, 1980 whereby he devised and bequeathed his undivided share, right, and interest in the Second Property in favour of his two sons (i) Mohammed Habib Allana and (ii) Fazal Habib Allana;

(l) The said Fazal Habib Allana died at Mumbai on 15th March, 1991 leaving behind his wife (i) Zainab Fazal Habib Allana and son (ii) Farid Fazal Habib Allana as his only heirs and legal representatives;

(m) Another son of the said Fazal the said Shariff died at Mumbai on 6th August, 1975 leaving behind his Last Will and Testament dated 7th January, 1975, whereby he appointed his wife (i) Gulbanoo Sharif Fazal Allana, his brothers (ii) Shaukat Fazal Allana and (iii) Noor Fazal Allana as the Executors and Administrators of his Will;



(n) In the premises aforesaid, the said Previous Owners had become seized and possessed of the Second Property more particularly described **Secondly** in the **SCHEDULE** hereunder written subject to rights of the members of J. Pereira Family claimed by them as being the Lessee of the Second Property;

(o) The said Previous Owners who have been the Vendors in the said Deed of Conveyance executed by them in favour of Helictite had represented to Helictite at the time of execution of the said Deed of Conveyance that they do not have and are not in possession of any of the aforesaid title deeds and documents referred by them in the said Deed of Conveyance and thereby neither original nor copies of the title deeds and documents referred in the said Deed of Conveyance setting out devolution of title in favour of the said Previous Owners is handed over to Helictite. The said fact is represented by Helictite in their Joint Declaration dated 24th January, 2020.

Devolution of title from Lessee in favour of Helictite:

1. It appears that by an Agreement for Lease in the form of a letter dated 1st February, 1932 executed by M/s. Allana and Sons and Company (being the predecessor-in-title of the said Previous Owners) in favour of one Joachim Periera ("the said Joachim"), the said M/s. Allana and Sons and Company granted lease in respect of the Second Property in favour of the said Joachim for the term of 5 (five) years and at the monthly lease rent of Rs.190/- and on the terms and conditions contained in the Agreement for Lease. It appears that after expiry of the said term of 5 (five) years, the said Lease Agreement dated 1st February, 1932 was extended for a term of 5 (five) years and thereafter the said Joachim continued to exercise the Lessee's rights in respect of the Second Property as a Tenant Holding Over.
2. It appears that the said Joachim died on or about 24th November, 1974 leaving behind Khanderao Periera – Sakpal as his heir and legal representative, who then became entitled to the rights of the said Joachim in the Second Property as the Lessee. The said Khanderao Periera – Sakpal died on or about 10th November, 1979 leaving behind (i) Vilas Khanderao Periera – Sakpal, (ii) Pradeep Khanderao Periera – Sakpal, (iii) Hemlata Shankar Monde, (iv) Arun Khanderao Pereira – Sakpal and (v) Philomina David D'souza, as his heirs and legal representatives residing in the Second Property and became entitled to the rights of the said Joachim.
3. Vide Deed of Surrender of Lease dated 18th June, 1992 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. PBBE/1890 of 1992 ("the said Deed of Surrender of Lease") executed by and between Pereira Family of (i) Vilas Khanderao Periera – Sakpal, (ii) Pradeep Khanderao Periera – Sakpal, (iii) Hemlata Shankar Monde, (iv) Arun Khanderao Pereira – Sakpal and (v) Philomina David D'souza, (therein referred as the Lessees) of the One Part and hereinafter also referred to as "the Lessees" and Helictite (then known as M/s. Rushank Constructions Private Limited) (therein referred to as the Owners) of the Other Part, the Lessees surrendered in favour of Helictite all their right, title and interest in the Second Property (as lessees and/or as Tenants holding over) and delivered unto Helictite possession of the Second Property at or for the consideration and in the manner therein contained.
4. In the said Deed of Surrender of Lease dated 18th June, 1992 the total consideration payable to the Lessees was Rs.8,50,000/- (Rupees Eight Lakh Fifty Thousand only) out of which a sum of

Rs.50,000/- (Rupees Fifty Thousand only) was paid to the Lessees on the execution of the said Deed of Surrender of Lease as balance Rs.8,00,000/- (Rupees Eight Lakh only) was payable subsequently. The Lessees received various sums from Helictite after the execution of the said Deed of Surrender of Lease and on receipt of full consideration amount of Rs.8,50,000/- (Rupees Eight Lakh Fifty Thousand only) have executed a receipt for the same.

5. The Lessees have represented to Helictite at the time of execution of the said Deed of Surrender of Lease that they do not have and are not in possession of any of the aforesaid title deeds and documents referred by them in the said Deed of Surrender of Lease and thereby neither original nor copies of the title deeds and documents referred in the said Deed of Surrender of Lease setting out devolution of title in favour of the Lessees is handed over to Helictite. The said fact is represented by Helictite in their Joint Declaration dated 24th January, 2020.
6. Helictite thus is absolute owner of the Second Property free from lease. The name of Helictite is recorded in the Property Register Card as owner of the Second Property.

Joint Development Rights between Helictite and NHP

1. In view of an Agreement for Amalgamation and Reconstruction dated 11th September, 2018 set out hereinbefore executed between the said Society and Helictite and registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE3-7824-2018 on 11th September, 2018 the said Society has agreed for development of their First Property by amalgamating their First Property with the Second Property belonging to Helictite and Helictite has proposed to demolish the existing building "Akruti" standing on the First Property belonging to the said Society and old structure standing on their Second Property and construct one composite building ("**the said New Building**") on the First Property and Second Property (the First Property and the Second Property are hereinafter collectively referred to as "**the said Property**") more particularly described in the **SCHEDULE** hereunder written upon amalgamation by utilizing maximum FSI available.
2. Incidental to the Agreement for Amalgamation and Reconstruction dated 11th September, 2018, the said Society has executed Power of Attorney dated 11th September, 2018 registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-3-7825/2018 on 11th September, 2018 in favour of Helictite to exercise all powers and authorities set out therein to carry out development and construction of the said New Building on the said Property including the First Property.
3. By a Joint Development Agreement dated 7th March, 2019 registered with the Office of the Joint Sub-Registrar of Assurances at Mumbai under Serial No. EBE-3/1660/2019 on 7th March, 2019 and executed by and between Helictite (therein referred to as "HRPL") of the One Part and NHP (therein also referred to as "NHP") of the Other Part, Helictite has appointed NHP as Joint Developer to perform certain specific and distinct management, supervisory and monetary roles and obligations for the execution and implementation of the Project defined therein by utilizing the maximum permissible FSI which includes development of the said Property by constructing the said New Building and has appointed and entitle NHP to undertake, manage, monitor, supervise and co-ordinate the overall development and completion of the Project on the said Property for the consideration and on the terms and conditions more particularly set out therein.



Based on the steps taken for investigating right, title and interest of Helictite and NHP to jointly develop the said Property and subject to what is stated herein above I certify that:

1. The said Society and Helictite are the owners of the First Property and Second Property respectively.
2. Helictite is authorized to carry on development and construction on the First Property of the said Society by amalgamating the First Property of the said Society with the Second Property, which belongs to and owned by Helictite.
3. Helictite and NHP as joint developers are entitled to develop and redevelop the said Property in a phase-wise manner by constructing and developing (a) the said New Building for residential user as agreed in the Master Plan (b) infrastructure, (c) the said Layout and (d) Common Areas and Facilities, as may be specified in the Master Plan and as may be required by Applicable Law by consuming exploiting and utilizing the Total FSI i.e. the full and maximum development potential of the said Property as may be available at present and in future including *inter-alia* the entire FSI available on the said Property and any additional, fungible, incentive, special, compensatory FSI as may be available/utilisable in accordance with Applicable Law and the DCR or such other amendment or modification of statutory re-enactment thereof in accordance with Joint Development Agreement dated 7th March, 2019 registered with the Office of the Joint Sub-Registrar of Assurances at Mumbai under Serial No. BBE-3/1660/2019 on 7th March, 2019 and undertaking the Marketing thereof.
4. Thus, Helictite and NHP are entitled to develop and redevelop the said Property and construct the said New Building on the said Property as stated aforesaid in accordance with the approval of MHADA and other concerned authorities and in accordance with the plans/revised plans to be sanctioned by the MCGM and are entitled to sell, transfer and dispose-of the free sale premises in the said New Building subject to compliance of the terms and conditions mentioned in the IOD issued and to be issued and revised by the MCGM from time to time.

THE SCHEDULE ABOVE REFERRED TO
(description of the said Property)

Firstly: All that pieces and parcels of land admeasuring 500 sq. yards i.e. 418 sq. meters as per Property Register Card inclusive of Road Set Back Area of 112.56 sq. meters bearing Cadastral Survey No. 187, Collectors New Nos. DA/2730 and D/2718 and New Survey No.1A/7255 (part) of Malabar Hill and Cumballa Hill in Greater Mumbai in the Registration District and Sub-District Division situated at Dongarsi Road, Walkeshwar, Mumbai 400006 and bounded as follows :

On or towards East : by the Property of Gangadas Vijbhukandas,
On or towards West : by Dongarsi Road,
On or towards North : by Property of Ackruti Astha; and
On or towards South : by Property of Helictite Residency Pvt. Ltd.

Secondly: All that pieces and parcels of land admeasuring 849 sq. yards equivalent to 709.85 sq. meters or thereabouts with structures build in the year 1900 standing thereon and registered by Collector of land Revenue under New No. D/2718 and New Survey

No.1A/7255 Cadastral Survey No. 186 of Malabar Hill and Cumballa Hill in Greater Mumbai in the Registration District and Sub-District Division situated at Dongarsi Road, Walkeshwar, Mumbai 400006 and bounded as follows :

On or towards East : by the Property of Gangadas Vimbukandas,
On or towards West : by the said Dongersi Road,
On or towards North : partly by the property of Akruti Co-operative Housing Society; and
On or towards South : by the said Dongersi Road.

Dated this 24th day of January, 2020.



(Prabhakar S. Devadiga)
Advocate High Court

ANNEXURE I**Photocopies of the following document perused in respect of First Property:**

1. Property card issued in respect of the said First Property.
2. Indenture dated 21.02.1991 registered with the concerned Sub-registrar of Assurances bearing Serial No. 554/1991, executed by Babusaheb Surendrakumar Vijaykumar and 4 others as trustees of Babusaheb Nanakchandji Puranchandji Trust alongwith Kamlesh Indralal Sheth & Pradip Anantraj Shah as Confirming Party in favour of Hemant Mahipatral Shah & Vyomesh Mahipatral Shah promoters of Akruti Co-operative Housing Society Ltd., (Proposed) in respect of the said First Property.
3. Photocopy of Order dated 05.01.1991 J-4/131-88/676/91, issued by Charity Commissioner, Maharashtra State, Bombay in respect of the said First Property.
4. Photocopy of Certificate dated 13.11.1987 bearing No. BOM/594/87-88 issued by Commissioner of Income Tax & 2 others in respect of the said Property.
5. Photocopy of Commencement Certificate dated 05.05.1992 bearing No. EB/2149 issued by Municipal Corporation of Greater Bombay, in respect of the said First Property.
6. Photocopy of occupancy letter dated 03.12.1993 bearing Ref. No. EB/2149/AR issued by Municipal Corporation of Greater Bombay in respect of the said Building.
7. Photocopy of letter dated 23.03.1994 bearing Ref. No. 2149 issued by Municipal Corporation of Greater Bombay in respect of the said Building.
8. Photocopy of Deed of Transfer dated 25.07.1997 registered with the concerned Sub-registrar of Assurances bearing Serial No. BBE-2678-1992 executed by Hemant Mahipatral Shah and Vyomesh Mahipatral Shah as Trustees in favour of Akruti Co-operative Housing Society Ltd., in respect of the said Building.
9. Letter dated 26.09.2014 issued by Hemant Mahipatral Shah in favour of STCI Finance Ltd., in respect of Flat Nos. 501, 502 & 503 of the said Building.
10. Letter dated 26.09.2014 issued by Hemant Mahipatral Shah in favour of STCI Finance Ltd., in respect of Flat Nos. 201, 202 & 203 of the said Building.
11. Letter dated 25.09.2014 issued by the Society in favour of STCI Finance Ltd. in respect of Flat Nos. 201, 202, 203, 501, 502 & 503 of the said Building.
12. Letter dated 07.01.2015 issued by Kunjal Hemnt Shah in favour of STCI Finance Ltd., in respect of Flat Nos. 701, 702 & 703 of the said Building.
13. Draft Development Plan dated 27.06.2016 bearing Ref. No. CHE/192/DP REV issued by Municipal Corporation of Greater Mumbai in favour of M/s. Hubtown Ltd. in respect of said First Property.
14. Letter dated 03.01.2017 bearing Ref. No. STCI/CL/HS/2016-17 issued by STCI Finance Ltd., in favour of Kunjal Shah in respect of Flat Nos. 701, 702 & 703.
15. Deed of Release dated 7th February, 2018 registered with sub-registrar of Assurances at Mumbai under Serial No. BBE-4-1567-2018 that charge of Indiabulls Housing Finance Ltd. has been released.

