

(Format A – Circular No.28/2021)

To,
Maharashtra Real Estate Regulatory Authority,
6th and 7th Floor, Housefin Bhavan,
Plot C-21, E -Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051.

TITLE CERTIFICATE

I have investigated the title on request of Integrated Affordable Home Private Limited and perused following documents:-

1) DESCRIPTION OF PROPERTY:

All that piece and parcel of land bearing **C.T.S.No.57A** forming part of **Survey No.2, Hissa No.1** admeasuring **3983.37 Sq.mtrs** and FSI in respect of land bearing **C.T.S.No.57B** admeasuring **3285.82 Sq.mtrs** ("DP Road" handed over to MMRDA) forming part of **S.No.2, H.No.1(Pt)**, situated and being at off Ram Mandir Road, Oshiwara District Centre, Oshiwara (West) in the revenue Village of : **Goregaon**, Taluka : **Borivali**, 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 property").

2) DOCUMENTS REFERRED: -

- 1) Order dated **24th November 1970** issued **U/s.32 G** of the B.T.& A.L. Act by the Tehsildar and Agricultural Land Tribunal declaring Shri Navsha Chaitya Warli as Deemed Purchaser.
- 2) Certificate of Purchase issued **U/s.32-M** of B.T.& A.L. Act in favour of Shri.Navsha Chaitya Warli registered with Sub-Registrar of Assurances at Bandra under **Serial No.210** on **4th December,1970** in **Book No.I** on **Page 38, Vol.150**.
- 3) Order bearing No.**C/ULC/6(i)/SR-II-923/ D-XV** dated **24th February, 1982** passed **U/s 8(4)** of the said ULC Act. by the Additional Collector and Competent Authority (UL & CR) Greater Mumbai declaring area admeasuring **4107.40 Sq.mtrs.** as surplus vacant land.
- 4) Order dated **31st August 1982** passed by the Additional Commissioner, Bombay Division in the Appeal application filled **U/s.33** of the ULC Act.
- 5) Final order bearing No.**C/ULC/D-XV/6(1)/SR-II-923/70** dated **22nd January, 1985** passed by the Additional Collector and Competent Authority (UL & CR) Greater Mumbai confirming its earlier Order dated **24th February,1982** and Final Statement **U/s 9** of the said ULC Act declaring area admeasuring **4107.40 Sq.mtrs.** as surplus vacant land out of the said Larger Property.
- 6) Agreement for Development and Power of Attorney dated **04.05.1992** executed between Shri Navashya Warli & Beejay Builders Pvt.Ltd.
- 7) Death Certificate dated **31.10.1998** and **14.10.2000** of Shri Navashya Chaitya Warli & Smt. Laxmibai Navsha Page issued by Municipal Corporation of Greater Mumbai.

- 8) Notification bearing **No. C/ULC/D-XV/6(i)/SR-2/923/70** dated **28th December 2000** published **U/s 10 (1)** of the ULC Act by the Additional Collector and Competent Authority (UL & CR) Greater Mumbai for notifying 4107.40 Sq.mtrs out of the said Larger Property as Surplus Vacant Land for acquisition.
- 9) Notification bearing **No. C/Desk-IX/LAQ/CR-393/95** dated **3rd March 2002** for acquisition of area admeasuring **3491.60 Sq.mtrs.** out of the said Larger Property for the purpose of development of Oshiwara District Center published by the Commissioner, Mumbai Division for and on behalf of MMRDA.
- 10) Notice bearing **No.C/ULC/6(i)/SR-2/923** dated **4th March 2002 U/s 10(3)** of the said ULC Act issued by the Additional Collector and Competent Authority (UL & CR) Greater Mumbai for acquisition of Surplus Vacant Land out of the said Larger Property.
- 11) Notice dated **9th April 2003** served by Advocate Shri. M.S.Dmello appointed by the legal heirs of Late Shri Navashya Chaitya Warli to the Developer (i.e. Beejay Builders Pvt.Ltd) for termination of Development Agreement and Power of Attorney dated 04.05.1992 on the ground of non performance.
- 12) Death Certificate dated **15th September 2004** of Shri Gajanan Navsha Page issued by Municipal Corporation of Greater Mumbai.
- 13) Revision application **U/s 34** of the ULC Act filed before the Chief Minister and order dated **9th August, 2006** passed therein.
- 14) Agreement for Development dated **30th December 2006** registered with Sub Registrar of Assurance at **Borivali - 2** under Serial **No.BDR-5-295 of 2007** made between (i) Shri. Ramesh Navsha Page (ii) Shri. Jayram Navsha Page (iii) Smt. Sharda Gajanan Page (iv) Shri. Damodar Gajanan Page (v) Shri. Vikas Gajanan Page (vi) Miss. Kalpana Gajanan Page (being (iii) to (vi), the legal heirs of Late Shri Gajanan Navsha Page) (vii) Smt. Shantibai Devji Dhavde (viii) Smt. Chhaya Dharma Ravate (ix) Smt. Jankubai Ramesh Kirkire and (x) Smt. Minakshi Ramu Ravate **Owners** of the One Part and Nestor Constructions Private Limited.
- 15) Writ Petition No.**1521 of 2007** filed in the Hon'ble High Court at Bombay
- 16) Power of Attorney dated **11.01.2007** registered with Sub Registrar of Assurance at **Borivali - 2** under Serial No.**BDR-5-296 of 2007** for appointing the Director of Nestor Constructions Private Limited as their lawful attorney to do various act, deed, matters and things on their behalf for the development of Larger Property.
- 17) Order dated **17th September 2008** passed in the Writ Petition No.**761 of 2008** by the Hon'ble High Court.
- 18) Order bearing **No.C/ULC/D-XV/6(i)/SR-II/923** dated **19th December 2008** passed by the Additional Collector and Competent Authority (UL & CR) Greater Mumbai for abating acquisition of Surplus Vacant Land under the ULC Act.
- 19) Planning proposal of Oshiwara District Center approved by the Government of Maharashtra.

- 20) Development Plan Remarks issued by the MMRDA in respect of the said Larger Property.
- 21) Award bearing No.**LAQ/SR/209** dated **31st January 2008** passed by Special Land Acquisition Officer (4) Mumbai Suburban District for acquisition of area admeasuring **3491.60 Sq.mtrs.** out of the said Larger Property.
- 22) Possession Receipt bearing **No.LAQ/SR-209 dated 29th January 2010** issued by Special Land Acquisition Officer (4) Mumbai Suburban District.
- 23) Public Notice published by MMRDA on **10th June, 2010** in (i) Navshakti (ii) Free Press Journal Newspaper for inviting claim on the said Larger a Property from public at Large for investigating the title of the said Larger Property.
- 24) Title Certificate dated **29th September, 2010** issued by Kantilal Underkat & Co., Advocate & Solicitor appointed by Mumbai Metropolitan Regional Development Authority.
- 25) Sale Permission bearing No.**Adivasi 2009/709/case No.207/L-9** dated **21st October, 2011** issued by Revenue and Forest Department of Government of Maharashtra to sale the said Larger Property to Nestor Construction Private Limited.
- 26) Sale Permission bearing **No.C/Office2-I/Sale Permission/SR-07** dated **2nd July, 2012** issued U/s.36 and 36A of the said Land Revenue Code for the sale of said Larger Property by the Collector, Mumbai Suburban District subject to terms and conditions mentioned therein.
- 27) Sale Permission bearing **No.C/Office-2I/Sale Permission/Tenancy/S.R-05** dated **28th January, 2013** issued U/s.43 of the said B.T.& A.L. Act for the sale of said Larger Property by the Collector, Mumbai Suburban District subject to terms and conditions.
- 28) Deed of Conveyance dated **22nd April, 2013** registered with Sub-Registrar of Assurances at **Mhasala** under Serial **No.370/2013** made between Smt. Sawita Babaji More (therein referred to as the Vendor) of the One Part and **(1) Smt.Shantibai Devji Dhavde (2) Smt. Jankubai Ramesh Kirkire and (3) Smt.Minakshi Ramu Ravte** (therein referred to as the Purchasers) for acquiring agriculture land bearing **Gut No.39** admeasuring **1 Acre & 22 Guntha** situate, laying and being at Village : **Kudtudi**, Taluka : **Masal**, District : **Raigad** in favour of Smt.Shantibai Devji Dhavde and 2 others for the consideration mentioned therein.
- 29) Deed of Conveyance dated **21st June, 2013** registered with Sub Registrar of Assurances at **Masal** under Serial No.**578/2013** made between **(1) Smt.Sashikala Bhaskar Chalke (2) Shri. Mahendra Bhaskar Chalke (3) Shri. Rajendra Bhaskar Chalke (4) Shri. Jayendra Bhaskar Chalke (5) Smt. Shobha Vishnu Gosalker** through their Constituted Attorney (therein referred to as the Vendors) and **(1) Shri. Ramesh Nausha Page (2) Shri. Jayram Nausha Page (3) Shri. Damodar Gajanan Page (4) Shri. Vilas Gajanan Page (5) Smt. Sharda Gajanan Page (6) Ms. Kalpana Gajanan Page (7) Smt. Chayya Dharma Ravte** (therein referred to as the Purchasers) for acquiring agriculture land bearing **Gut No.11** admeasuring **43 Guntha** situate, laying and being at Village : **Kudtudi**, Taluka : **Masal**, District : **Raigad** in favour of Shri. Ramesh Nausha Page & 6 others for the consideration mentioned therein.

- 30) Deed of Conveyance dated **23rd November, 2015** registered with Sub Registrar of Assurance at **Borivali** under Serial **No.BRL-1/10587/2015** made between the said Co-Owners (therein referred to as the **Vendors**) and the said MMRDA (therein referred to as the **Authority** and or **Purchasers**) the said Co-owners had conveyed and transferred remaining area admeasuring **4107.40 Sq.mtrs.** of the said Larger Property to the said MMRDA.
- 31) Lease Deed dated **23rd November, 2015** registered with Sub Registrar of Assurance, **Borivali** under Serial **No.BRL-1/10588/2015** between MMRDA and the said Co-Owners (therein referred to as the **Lessees**). The Lessor demised by way of Lease unto and in favour of the said Co-Owners, area admeasuring **4313.18 Sq.mtrs.** or thereabouts (**i.e.excluding said DP Road**).
- 32) Death Certificate dated **13th December 2017** of Smt. Chhaya Dharma Ravate issued by Municipal Corporation of Greater Mumbai.
- 33) Deed of Assignment dated **7th February 2018** registered with Sub Registrar of Assurances at Borivali-3 under Serial **No.BRL-3-8211-2018 dt.21.08.2018** made between **(1)** Shri. Ramesh Navsha Page, **(2)** Shri. Jayram Navsha Page, **3(a)** Smt. Sharada Gajanan Page, **3(b)** Shri. Damodar Gajanan Page, **3(c)** Shri. Vikas Gajanan Page, **3(d)** Ms. Kalpana Gajanan Page (**No.3 (a) to 3(d)** being the legal heirs of Late Shri. Gajanan Navsha Page, **(4a)** Shri Prakash Dharma Rawate, **(4b)** Shri. Sanjay Dharma Rawate, **(4c)** Smt. Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar, **(4d)** Smt. Nirmala Dharma Ravate alias Smt.Nirmala Pradeep Varade (**No.4 (a) to 4(d)** being the legal heirs of Late Smt. Chhaya Dharma Ravate), **(5)** Smt. Shantibai Devji Dhavde, **(6)** Smt. Jankubai Ramesh Kirkire and **(7)** Smt. Minakshi Ramu Rawte (therein referred to as the **Assignors**) of the First Part **(1a)** Smt. Paru Ramesh Page and **(1b)** Shri. Anilkumar Ramesh Page (therein referred to as the **Confirming Party No.1**) of the Second Part **(2a)** Smt. Geeta Jayram Page, **(2b)** Shri.Harshad Jayram Page and **(2c)** Shri. Umesh Jayram Page (therein referred to as the **Confirming Party No.2**) of the Third Part **(3a)** Smt. Jayshri Bhalchandra Patil, **(3b)** Smt. Shakuntala Devji Dhavde, **(3c)** Smt. Leela Devji Dhavde and **(3d)** Shri. Yashwant Devji Dhavde (therein referred to as the **Confirming Party No.3**) of the Fourth Part **(4a)** Shri. Mahesh Ramesh Kirkire and **(4b)** Shri. Raju Ramesh Kirkire (therein referred to as the **Confirming Party No.4**) of the Fifth Part, Nestor Constructions Private Limited (therein referred to as the **Nestor**) of the Sixth Part AND Integrated Affordable Home LLP (therein referred to as the **Assignee**) of the Seventh Part. The Assignors with the consent of Confirming Party No.1 to 4 and Nestor has assigned leasehold right in respect of area admeasuring **3983.37 Sq .mtrs** together with benefits of DP Road in favour of Assignee for the consideration and upon the terms and conditions mentioned therein.
- 34) Deed of Mortgage Cum Guarantee dated **12th July 2021** executed between Integrated Home, LLP (therein referred to as the Mortgagor/Borrower) of the First Part and (1) Shri Naynesh Bharat Satra, (2) Shri Kantilal Manila Savla (therein referred to as the Guarantors) of the Second Part and Front View developer, LLP (therein referred to as the Mortgagor/Financer) of the Third Part.
- 35) Certificate of Incorporation dated **25th November 2021** of Integrated Affordable Home Private Limited issued by Dy. Registrar of Companies.

- 36) Debenture Trust Deed dated **17th December 2021** registered with Sub Registrar of Assurances at **Borivali-3** under Serial No. **BRL-3-12334-2021** executed between Integrated Affordable Home Private Limited (therein referred to as the Company) of the First Part and Integrated Spaces Limited (therein referred to as the Corporate Guarantor or Parent Company) of the Second Part and (1) Shri Kantilal Savla, (2) Shri Nishit Savla, (3) Shri Sagar Bharat Satra, (4) Shri. Naynesh Bharat Satra (therein referred to as the Promoter 1, Promoter 2, Promoter 3, Prop other 4/Guarantor) of the Third Part and Vistra ITCL (India) Limited (therein referred to as Debenture Trustee or Trustee) of the Fourth Part.
- 37) Deed of Pledge dated **22nd December 2021** executed between Shri Kantilal Manilal Savla (therein referred to as the Pledgor 1) of the First Part and Shri Nishit Kantilal Savla (therein referred to as the Pledgor 2) of the Second Part and Shri Sagar Bharat Satra (therein referred to as the Pledgor 3) of the Third Part and Shri Naynesh Bharat Satra (therein referred to as the Pledgor 4) of the Fourth Part and Integrated Spaces Limited (therein referred to as the Pledgor 5) of the Fifth Part and Integrated Affordable Home Private Limited (therein referred to as the Company) of the Sixth Part and Vistra ITCL (India) Limited (therein referred to as the Debenture Trustee/Trustee) of the Seventh Part.
- 38) Advertisements in following new papers viz. Times of India in English language and in Maharashtra Times in Marathi language on 24.07.2021.
- 39) 7/12 extract, 6A extract, KGPa and Property Register Card.
- 40) Search Report dated **10th September, 2004** taken by Shri Sameer M.Sawant Property Title Investigator in respect of said Larger Property for the period from **1962 to 2004** at the Sub Registrar's office, Bandra (ii) Search Report dated **23rd March, 2009** taken by Shri.Omkar V Dhagawkar, Title Investigator at the Sub Registrar's Office at Mumbai, Bandra, Goregaon and Borivali in respect of the said Larger Property for the period **3rd September, 2004 to 22nd March, 2009** (iii) Search Report dated **28th June, 2010** taken by Ravindra N.Gaikar, Search Clerk for the period **2007 to 2010** in respect of the said Larger Property at the office of Sub Registrar of Assurance at Mumbai (Old Custom House), Bandra, Goregaon and Borivali on behalf of Nestor Construction Private Limited and (iv) Search Report dated **17th February 2022** taken by Rajesh Sharma for the period 1992 to 2022 at the office of Sub Registrar of Assurance at Mumbai in respect of the said Larger Property.

2. On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of M/s Integrated Affordable Home LLP, the developer is clear, marketable and without any encumbrances.

Lessee of the land- Integrated Affordable Home LLP - For **C.T.S. No. 57A**

Owner of the land - Mumbai Metropolitan Regional Development Authority(MMRDA)- for **C.T.S.No.57B**

3. The report reflecting the flow of the title of the developer on the said land is enclosed herewith as annexure.



Ms. Rama Subramanian,
Advocate.

Encl.: Annexure.

1. Flow of the title of the land.
2. P.R. Card as on date of application for registration.
3. Search report
4. Advertisements in Times of India in English language and in Maharashtra Times(Marathi) on 24.07.2021
5. Any other relevant title : Nil.
6. Litigations if any : Nil.

Date: 23th May 2022.



Ms. Rama Subramanian,

Housiey.com

(Format A – Circular No.28/2021)

2) **HISTORY OF TITLE APPEARS TO FLOW AS UNDER :-**

- a) **Dossibai N.B. Jeejeebhoy** was the Owner of Property bearing **C.T.S.No.57** forming part of **S.No.2, H.No.1** admeasuring **7599.00 Sq.mtrs.** as per Property Register Card, situated, laying and being at Off. Ram Mandir Road, Oshiwara District Center, Oshiwara (W) hereunder written (hereinafter referred to as the '**said Larger Property**').
- b) Shri. Navashya Chaitya Warli prior to **1st April, 1957** (i.e.Tiller's day) was cultivating the said Larger Property thereby he became the protected tenants as per the provisions of Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as the "**said B.T.& A.L. Act**"). At the request of Shri. Navashya Chaitya, the concerned Tehsildar and Agricultural Land Tribunal, Borivali by it's Order **No.TNC/32G Goregoan-20** dated **24th November 1970**, declared him as Deemed Purchaser U/s 32 of the said B.T.& A.L. Act and fixed the purchase price of said Larger Property U/s.**32-G** of the said B.T.& A.L. Act. On payment of the purchase price by Shri.Navsha Chaitya Warli, the Tahsildar and Agricultural Land Tribunal, Borivali issued Certificate of Purchase in favour of Shri.Navsha Chaitya Warli U/s.**32-M** of the said B.T.& A.L. Act, which is registered with Sub-Registrar of Assurances at Bandra under **Serial No. 210** on **4th December,1970** in **Book No.I on Page 38, Vol.150**, thereby Shri. Navsha Chaitya Warli became the Owner of said Larger Property.
- c) The Additional Collector and Competent Authority (UL & CR) Greater Mumbai by an order bearing No.**C/ULC/6(i)/SR-II-923/ D-XV** dated **24th February, 1982** passed **U/s 8(4)** of the said Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as the '**said ULC Act**'), declared area admeasuring **4107.40 Sq. mtrs.** as surplus vacant land out of the said Larger Property upon considering existing built up area, land appurtenant area, area reserved for public purpose of D.P. Road and individual share of the declarant, which order under S. 8(4) of the said ULC Act was challenged by filing an Appeal **U/s.33** of the said ULC Act before the Additional Commissioner, Bombay Division, which was allowed under Order **dated 31st August 1982** and the matter was remanded back to the Additional Collector and Competent Authority (UL & CR), Greater Bombay for re-examination. The Additional Collector and Competent Authority (UL & CR), Greater Bombay, by it's further order bearing No.**C/ULC/D-XV/6(1)/SR-II-923/70** dated **22nd January, 1985** confirmed its earlier Order dated **24th February,1982** and issued Final Statement **U/s 9** of the said ULC Act declaring area admeasuring **4107.40 Sq.mtrs.** as surplus vacant land out of the said Larger Property.
- d) It appears that the Government of Maharashtra has approved the plans for development of **Oshiwara District Center on 1st March 1992** which are to be implemented through the participation of land owner by acquiring land notionally by the MMRDA and leased back to the owners who are expected to develop the land in accordance with planning proposal of the MMRDA. The said Larger Property is situated in Mixed Land Use Zone in Oshiwara District Center and it is affected by two D.P.Road at their junction, therefore the development of the said Larger Property is to be carried out in accordance with the sanctioned planning proposal of Oshiwara District Centre.

- e) It appears that by an Agreement for Development dated 4th May, 1992 executed between Shri Navashya Chaitya Warli (therein referred to as the Owner) & Beejay Builders Pvt.Ltd. (therein referred to as the Developer).The Owner had granted Development Right to develop the area admeasuring 7234 sq. mtrs. to the Developer therein for the consideration and upon the terms and conditions mentioned therein. Simultaneously the Owner had also executed Power of Attorney dated 4th May, 1992 for appointing (1) Shri Madhusudan Brijlal Vakharia & (2) R. Ramchandran Pillai being the Director of Beejay Builders Pvt. Ltd. as his Attorney to do various act, deed and things on his behalf for the development of the area admeasuring 7234 sq.mtrs. out of the said Larger Property which was executed in the presence of Notary Public. The appointment and authority granted by Late Shri Navashya Chaitya Warli was valid initially for three years which was extended for further period of three years. The said transaction for the development of said Larger Property came to an end by efflux of time as the Beejay Builders Pvt. Ltd. did not carry out and complete their part obligation within the stipulated time prescribed in the said Agreement for Development. Thereafter the Advocate of Owners by his letter dated 9th March, 2003 addressed to the Beejay Builders Private Limited, interalia recorded the aforesaid facts that the said Agreement for Development and the Power of Attorney stood terminated cancelled and revoked by efflux of time.
- f) I have perused mutation entry bearing no. 626 issued for village Goregaon and it appears that Shri. Navsha Chaitya Warli died intestate at Mumbai on **13th October, 1998** leaving behind him, his surviving wife (i) Smt. Laxmibai Navsha Page (who also died on **14th October, 2000**) and his three sons viz (ii) Shri. Gajanan Navsha Page (iii) Shri.Ramesh Navsha Page and (iv) Shri. Jayram Navsha Page and his four married daughters viz (v) Smt. Shantibai Devji Dhavde (vi) Smt. Chhaya Dharma Ravate (vii) Smt. Jankubai Ramesh Kirkire and (viii) Smt. Minakshi Ramu Ravte as his only legal heirs as per the Hindu Law by which he was governed at the time of his death.
- g) I have perused mutation entry bearing no.626 issued for Village Goregaon and it appears that Smt. Laxmibai Navsha Page wife of Late Shri. Navsha Chaitya Page alias Warli died intestate at Mumbai on **14th October, 2000** leaving behind her surviving three **Sons (i)** Shri. Gajanan Navsha Page **(ii)** Shri. Ramesh Navsha Page **(iii)** Shri. Jayram Navsha Page and her **Four married Daughters (iv)** Smt. Shantibai Devji Dhavde **(v)** Smt. Chhaya Dharma Ravate (since now deceased) **(vi)** Smt. Jankibai Ramesh Kirkire and **(vii)** Smt. Minakshi Ramu Ravate as her only heirs and legal representatives as per the Hindu Law of Succession by which she was governed at the time of her death.
- i) Subsequently the Additional Collector and Competent Authority (UL&CR), Greater Mumbai vide Notification bearing **No.C/ULC/D-XV/6(i)/SR-2/923/70** dated 22nd **December 2000** published **U/s 10 (1)** of the said ULC Act had notified Surplus Vacant Land for acquisition and pursuant thereto the Additional Collector and Competent Authority (UL&CR), Greater Mumbai issued Notice bearing **No.C/ULC/6(i)/SR-2/923** dated **4th March 2002 U/s 10(3)** of the said ULC Act for acquisition of said Surplus Vacant Land.
- j) It appears that as per the Caste Certificate dated 24th December, 2002 bearing reference no. MST/SR/ST/155/2002 issued by Dy.Collector in the name of Shri. Jayram Navsha Page, Shri. Jayram Navsha Page belongs to Warli community which is being notified as Schedule Tribes and I have been informed that the Owners are belonging to Warli community, thereby it became necessary for the Owners to obtain

permission U/s. 36 & 36A of the Maharashtra Land Revenue Code, 1966 from the Competent Authority prior to creating third party rights on the said Larger Property. Beside it also appear that as per the terms of Certificate of Purchase issued to the Late Shri Navsha Chaitya Page alias Warli U/s 32-M of the said B.T.&A.L. Act, the Owners were required to obtain permission U/s 43 of the said B.T.&A.L. Act from the Collector (MSD) and or Revenue and Forest Department of Government of Maharashtra to deal with their rights in respect of the said Larger Property. I observe that the caste certificate dated 24th December, 2002 records Jayram Navsha Page as the son of Navsha Chaitya Page/Warli.

- k) I have perused mutation entry bearing no. 635 issued for Village Goregaon and it appears that Shri.Gajanan Navsha Page died intestate at Mumbai on **26th July 2004** leaving behind his surviving wife (i) Smt. Sharda Gajanan Page and his two Sons (ii) Shri. Damodar Gajanan Page (iii) Shri. Vikas Gajanan Page and his daughter (iv) Miss. Kalpana Gajanan Page as his only legal heirs as per the Hindu Law by which he was governed at the time of his death.
- l) Thereby (i) Shri. Ramesh Navsha Page (ii) Shri. Jayram Navsha Page (iii) Smt. Sharda Gajanan Page (iv) Shri. Damodar Gajanan Page (v) Shri. Vikas Gajanan Page (vi) Miss. Kalpana Gajanan Page (being (iii) to (vi), the legal heirs of Late Shri Gajanan Navsha Page) (vii) Smt. Shantibai Devji Dhavde (viii) Smt. Chhaya Dharma Ravate (ix) Smt. Jankubai Ramesh Kirkire and (x) Smt. Minakshi Ramu Ravate became the absolute owners in respect of the said Larger Property and their name have been endorsed as Kabjedar in the records of rights (herein after referred to as '**said the Co-owners**')
- m) It appears that by a Power of Attorney dated 16th January, 2005 registered with the office of the Sub-Registrar of Assurances and bearing Serial No. 2107 of 2005, Shantibai Devji Dhavde, Jankibai Ramesh Kirkire and Meenakshi Ramu Ravte, being desirous of appointing fit and proper persons to look after and manage the said Larger Property, granted several powers to Mr. Pravin A Mehta, to do such acts, deeds, matters and things in respect of the said Larger Property as more particularly mentioned therein. The aforesaid Power of Attorney was valid for a period of 2 (two) years from the date of execution thereof and did not encompass grant of powers to develop, redevelop, convey and assign the said Larger Property to the constituted attorney therein.
- n) It appears that by a Power of Attorney dated 14th March, 2005 registered with the office of the Sub-Registrar of Assurances and bearing Serial No. 2106 of 2005, Mr. Ramesh Nausha Page, Mrs. Paro Raemsh Page, Mr. Jairam Nausha Page, Mrs. Geeta Jairam Page, Mrs. Sharda Gajanan Page, Mr. Damodar Gajanan Page, Mr. Vikas Gajanan Page, Ms. Kalpana Gajanan Page and Mrs. Chhaya Dharma Ravte, being desirous of appointing fit and proper persons to look after and manage the said Larger Property, granted several powers to Mr. Pravin A Mehta, to do such acts, deeds, matters and things in respect of the said Larger Property as more particularly mentioned therein. The aforesaid Power of Attorney was valid for a period of 2 (two) years from the date of execution thereof and did not encompass grant of powers to develop, redevelop, convey and assign the said Larger Property to the constituted attorney therein.
- o) It appears that by a Power of Attorney dated 21st November, 2005 registered with the office of the Sub-Registrar of Assurances and bearing Serial No. 6203 of 2005, Mr. Jairam Nausha, Mrs. Sharda Gajanan Page, Mr. Damodar Gajanan Page, Mr. Vikas Gajanan Page, Ms. Kalpana

Gajanan Page and Mrs. Chhaya Dharma Ravte, being desirous of appointing fit and proper persons to look after and manage the said Larger Property, granted several powers to Mr. Ramesh N Page, to do such acts, deeds, matters and things in respect of the said Larger Property as more particularly mentioned therein being the said Larger Property. The aforesaid Power of Attorney was valid for a period of 1 (one) year from the date of execution thereof.

- p) It appears that the Owners preferred to file a revision application under Section 34 of the ULC Act before the Chief Minister of Maharashtra to set aside the notice dated 4th March, 2002 and requested to allow them to retain the said Surplus Vacant Land under Section 20 and 21 of the ULC Act. By and under the order dated 9th August, 2006 bearing no.Punarvi 10(2006)/S. No.51/Na.J.K.D issued by the Government of Maharashtra, the aforesaid revision application was rejected.
- q) It appears that by an Agreement for Development dated 30th December 2006 registered with Sub Registrar of Assurance at Borivali - 2 under Serial **No.BDR-5-295 of 2007** made by and between (i) Shri. Ramesh Navsha Page (ii) Shri. Jayram Navsha Page (iii) Smt. Sharda Gajanan Page (iv) Shri. Damodar Gajanan Page (v) Shri. Vikas Gajanan Page (vi) Miss. Kalpana Gajanan Page (being (iii) to (vi), the legal heirs of Late Shri Gajanan Navsha Page) (vii) Smt. Shantibai Devji Dhavde (viii) Smt. Chhaya Dharma Ravate (ix) Smt. Jankibai Ramesh Kirkire and (x) Smt. Minakshi Ramu Ravate (therein referred to as the **Owners**) of the One Part and Nestor Constructions Private Limited (therein referred to as the **Developer**) of the Other Part. The Owners therein had agreed to grant the development rights to develop the said Larger Property to the Developer therein for the consideration and upon the terms and conditions mentioned therein. Simultaneously the Owners had executed Power of Attorney dated **11th January 2007** which is registered with Sub Registrar of Assurance at **Borivali - 2** under Serial No.**BDR-5-296 of 2007** for appointing the Director of the Developer therein as their lawful attorney to do various act, deed, matters and things on their behalf for the development of said Larger Property.
- r) It appears that Nestor Constructions Private Limited filed a writ petition bearing no. 1521 of 2007 in the Hon'ble High Court of Bombay challenging the order dated 21st June, 2007 passed by the Appellate Authority under Section 34 of the ULC Act which was set aside by the Hon'ble High Court vide its order dated 31st October, 2007 and inter-alia directed the Government of Maharashtra to allow the Owners to file the requisite documents and decide their landholding based on such documentary evidence.
- s) Upon adoption of Urban Land (Ceiling & Regulation) Repeal Act, 1999 with effect from **29th November 2007** and since the Competent Authority did not took the possession of Surplus Vacant Land, the Legal heirs of Shri.Navsha Chaitya Warli filed Writ Petition No.**761 of 2008** in Hon'ble High Court at Bombay inter alia to abate the proceeding **U/s 10(3)** of the said ULC Act. In light of the provisions of said ULC Repeal Act adopted by the Government of Maharashtra and pursuant to the order passed by the Hon'ble High Court in the case of Voltas v/s. Government of Maharashtra on **29th July 2008** in Writ Petition No.**8356 of 2006** which was upheld in Writ Petition No.**761 of 2008** by the Hon'ble High Court vide its Order dated **17th September 2008**, whereby the Additional Collector & Competent Authority by it's Order bearing **No.C/ULC/D-XV/6(i)/SR-II/923** dated **19th December 2008** abated the acquisition of said Surplus Vacant Land under the said ULC Act.

- t) It appears that on behalf of MMRDA, the Commissioner, Mumbai Division has published Notification bearing No.**C/Desk-IX/LAQ/CR-393/95** dated **3rd March 2002** for acquisition of area admeasuring **3491.60 Sq.mtrs.** out of the said Larger Property for the purpose of development of Oshiwara District Center (herein after referred to as the “**said Acquired Land**”), the Special Land Acquisition Officer (4) Mumbai Suburban District has passed an Award bearing No.**LAQ/SR/209** dated **31st January 2008** for acquisition of area admeasuring **3491.60 Sq.mtrs.** out of the said Larger Property and declared to pay the compensation amount of **Rs.7/- plus TDR FSI** as admissible for the said DP Roads passing through the said Larger Property to the legal heirs of Late Shri Navashya Chaitya Warli. The M.S.CTSO-Malad on behalf of the Special Land Acquisition Officer (4) Mumbai Suburban District had taken over physical possession of area admeasuring **3491.60 Sq. mtr** out of the said Larger Property under **Possession Receipt bearing No. LAQ/SR-209 dated 29th January, 2010**, which was handed over to the Land Officer, Land Cell, MMRDA for the intended purpose. Thereby (excluding the area of said DP Road out of the said Acquired Land) the legal heirs of Late Shri Navashya Chaitya Warli became entitled for the leasehold rights for the said Acquired Land for **60 years** from the MMRDA for the development in accordance with the planning proposal of Oshiwara District Center and claim compensatory FSI for said DP Road for utilization on residual portion of the said Larger Property or avail Transfer of Development Right in the form of Development Right Certificate in lieu of the said DP Road.
- u) It appears that the Revenue and Forest Department of Government of Maharashtra has issued Sale Permission bearing No. **Adivasi 2009/709/case No.207/L-9** dated **21st October, 2011** to sell the said Larger Property to Mr. Pravin A. Mehta, erstwhile director of Nestor Construction Private Limited and pursuant thereto the Collector, (Mumbai Suburban District) has granted Sale Permission U/s.36 and 36A of the said Land Revenue Code to the said Co-Owners vide its Order bearing **No.C/Office2-I/Sale Permission/SR-07** dated **2nd July, 2012** subject to terms and conditions mentioned therein.
- v) The Collector, Mumbai Suburban District has granted Sale Permission U/s.43 of the said B.T.& A.L. Act vide its Order bearing **No.C/Office-2I/Sale Permission/Tenancy/S.R-05** dated **28th January, 2013** to sell the said Larger Property subject to certain terms and conditions.
- w) It appears that as per the terms of Sale Permission issued U/s 36 & 36A by the Collector, Mumbai Suburban District, Nestor Construction Private Limited has acquired agriculture land under (i) Deed of Conveyance dated **22nd April, 2013** registered with Sub-Registrar of Assurances at **Masal** under Serial **No.370/2013** made between Smt. Sawita Babaji More (therein referred to as the Vendor) of the One Part and (1) Smt.Shantibai Devji Dhavde (2) Smt. Jankubai Ramesh Kirkire and (3) Smt.Minakshi Ramu Ravte (therein referred to as the Purchasers) of the Other Part. Smt. Sawita Babaji More sold, conveyed and transferred agriculture land bearing **Gut No.39** admeasuring **1 Acre & 22 Guntha** situate, laying and being at Village : **Kudtudi**, Taluka : **Mhasala**, District : **Raigad** in favour of Smt. Shantibai Devji Dhavde and 2 others for the consideration mentioned therein (ii) Deed of Conveyance dated **21st June, 2013** registered with Sub Registrar of Assurances at **Mhasala** under Serial No.**578/2013** made between (1) Smt.Sashikala Bhaskar Chalke (2) Shri. Mahendra Bhaskar Chalke (3) Shri. Rajendra Bhaskar Chalke (4) Shri. Jayendra Bhaskar Chalke (5) Smt. Shobha Vishnu Gosalker through their Constituted Attorney (therein referred to as the

Vendors) of the One Part and **(1)** Shri. Ramesh Nausha Page **(2)** Shri. Jayram Nausha Page **(3)** Shri. Damodar Gajanan Page **(4)** Shri. Vilas Gajanan Page **(5)** Smt. Sharda Gajanan Page **(6)** Ms. Kalpana Gajanan Page **(7)** Smt. Chayya Dharma Ravte (therein referred to as the Purchasers) of the Other Part. Smt. Sashikala Bhaskar Chalke & others sold, conveyed and transferred agriculture land bearing **Gut No.11** admeasuring **43 Guntha** situate, laying and being at Village : **Kudtudi**, Taluka : **Masal**, District : **Raigad** in favour of Shri. Ramesh Nausha Page & 6 others for the consideration mentioned therein.

- x) Mumbai Metropolitan Regional Development Authority has published Public Notice on 10.06.2010 in (i) Navshakti (ii) Free Press Journal Newspaper for inviting claims on the said Larger Property from public at large for investigating the title of the said Larger Property prior to taking over the possession of said Larger Property and have confirmed having not received any claim in response to the Public Notice by a letter dated 17.09.2010 addressed to M/s. Kantilal Underkat & Co., Advocate & Solicitor who was appointed for verification of title of the said Larger Property.
- y) It appears that upon abatement of acquisition of Surplus vacant land vide Order bearing **No.C/ULC/D-XV/6(i)/SR-II/923** dated **19th December 2008** issued by the Additional Collector & Competent Authority, the said Co-Owners by an Deed of Conveyance dated **23rd November, 2015** registered with Sub Registrar of Assurance at **Borivali** under Serial **No.BRL-1/10587/2015** made between the said Co-Owners (therein referred to as the **Vendors**) of the One Part and the said MMRDA (therein referred to as the **Authority** and or **Purchasers**) of the Other Part, the said Co-owners had conveyed and transferred remaining area admeasuring **4107.40 Sq.mtrs.** of the said Larger Property to the said MMRDA in consideration of said MMRDA agreeing to lease back area admeasuring **4313.18 Sq.mtrs.** or thereabout (**i.e.excluding said DP Road**) to the said Co-Owners for the development as per the Planning Proposal of Oshiwara District Centre and grant and provide the benefit of **said DP Road**. As such the entire said Larger Property got vested with MMRDA as per the Planning Proposal of Oshiwara District Centre.
- z) It appears that the said Larger Property is situated in Mixed Land Use Zone out of which part portion of the said Larger Property is reserved for 25.00 Mtr wide D.P.Road passing from North to South and 35.00 Mtrs. wide D.P.Road passing from East to West of the said Larger Property
- aa) It appears that by a Lease Deed dated **23rd November, 2015** registered with Sub Registrar of Assurance at **Borivali** under Serial **No.BRL-1/10588/2015** made between the said MMRDA (therein referred to as the **Lessor**) of the One Part and the said Co-Owners (therein referred to as the **Lessees**) of the Other Part. The Lessor demised by way of Lease unto and in favour of the said Co-Owners, area admeasuring **4313.18 Sq.mtrs.** or thereabout (**i.e.excluding said DP Road**) for the term of **60 years** together with rights to claim the benefit of said DP Road subject to terms and conditions and the covenants mentioned therein.
- ab) I have perused mutation entry bearing no.691 for village Goregaon and it appears that Smt.Chhaya Dharma Ravate died intestate at Mumbai on **01.12.2017** leaving behind her, two sons (i) Shri. Prakash Dharma Ravate, (ii) Shri.Sanjay Dharma Ravate, and her two married daughters (iii) Smt. Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar, (iv) Smt. Nirmala Dharma Ravate alias Nirmala Pradeep Varade as her only legal heirs as per the Hindu Law by which she was governed at the time of her death.

- ac) Thereby (i) Shri.Ramesh Navsha Page (ii) Shri. Jayram Navsha Page (iii) Smt. Sharda Gajanan Page (iv) Shri. Damodar Gajanan Page (v) Shri. Vikas Gajanan Page (vi) Miss. Kalpana Gajanan Page (being (iii) to (vi) are the legal heirs of late Shri Gajanan Navsha Page) (vii) Shri.Prakash Dharma Ravate, (viii) Shri. Sanjay Dharma Ravate, (ix) Smt. Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar, (x) Smt. Nirmala Dharma Ravate alias Nirmala Pradeep Varade (being (vii) to (x) are the legal heirs of late **Smt. Chhaya Dharma Ravate**) (xi) Smt. Shantibai Devji Dhavde (xii) Smt. Jankubai Ramesh Kirkire and (xiii) Smt. Minakshi Ramu Rawte became the absolute Lessor in respect of area admeasuring **4313.18 Sq.mtrs** together with rights to avail the benefit of DP Road.
- ad) It appears that by a Deed of Assignment dated 07.02.2018 registered with Sub Registrar of Assurances at Borivali -3 under Serial **No.BRL-3-8211-2018 dt.21.08.2018** made between (1) Shri. Ramesh Navsha Page, (2) Shri. Jayram Navsha Page, 3(a) Smt. Sharada Gajanan Page, 3(b) Shri. Damodar Gajanan Page, 3(c) Shri. Vikas Gajanan Page, 3(d) Ms. Kalpana Gajanan Page (No.3 (a) to 3(d) being the legal heirs of Late Shri. Gajanan Navsha Page, (4a) Shri Prakash Dharma Rawate, (4b) Shri. Sanjay Dharma Rawate, (4c) Smt. Shashikala Dharma Ravate alias Lakshmi Ganesh Malavakar, (4d) Smt. Nirmala Dharma Ravate alias Smt.Nirmala Pradeep Varade (No.4 (a) to 4(d) being the legal heirs of Late Smt. Chhaya Dharma Ravate), (5) Smt. Shantibai Devji Dhavde, (6) Smt. Jankubai Ramesh Kirkire and (7) Smt. Minakshi Ramu Rawte (therein referred to as the **Assignors**) of the First Part (1a) Smt. Paru Ramesh Page and (1b) Shri. Anilkumar Ramesh Page (therein referred to as the **Confirming Party No.1**) of the Second Part (2a) Smt. Geeta Jayram Page, (2b) Shri. Harshad Jayram Page and (2c) Shri. Umesh Jayram Page (therein referred to as the **Confirming Party No.2**) of the Third Part (3a) Smt. Jayshri Bhalchandra Patil, (3b) Smt. Shakuntala Devji Dhavde, (3c) Smt. Leela Devji Dhavde and (3d) Shri. Yashwant Devji Dhavde (therein referred to as the **Confirming Party No.3**) of the Fourth Part (4a) Shri. Mahesh Ramesh Kirkire and (4b) Shri. Raju Ramesh Kirkire (therein referred to as the **Confirming Party No.4**) of the Fifth Part, Nestor Constructions Private Limited (therein referred to as the **Nestor**) of the Sixth Part and Integrated Affordable Home LLP (therein referred to as the **Assignee**) of the Seventh Part. The Assignors with the consent of Confirming Party No.1 to 4 and Nestor assigned leasehold right in respect of said Plot A together with benefits of said DP Road in favour of Assignee ("**the Property**") for the consideration which includes monetary consideration and consideration in kind to the Owners in all aggregating 21210 sq.ft. carpet area equivalent to 1970.46 sq. mtrs. carpet area to be constructed and upon the terms and conditions mentioned therein. Simultaneously the Leasee had executed Power of Attorney dated **21.08.2018** which is registered with Sub Registrar of Assurance at **Borivali-3** under Serial No.**BRL-3-8215-2018** for appointing the Partners of Integrated Affordable Home LLP as their lawful attorney to do various act, deed, matters and things on their behalf for the development of said Property. The Assignors with the consent of Confirming Party No.1 to 4 and Nestor has handed over physical possession of said Plot A out of the said Larger Property to the Assignee.
- ae) It appears that the order bearing no.C/Karya-7A/LND/NAP/SRB-11025 dated 18th June, 2019, the Office of the Collector, Mumbai Suburban District, inter-alia granted sanad for the use of the said Larger Property for residential non-agricultural purposes subject to the terms and conditions more particularly stated therein.

- af) It appears that by the powers conferred under Section 87 of Maharashtra Land Revenue Code, 1966 the Collector, Mumbai Suburban approved sub-division of the said Larger Property on the terms and conditions recorded in order bearing no. C/Karya-7A/Po.Vi./SRB-5679 dated 13th October, 2020, the said Larger Property was sub-divided into three parts comprising of CTS No.57A area admeasuring 3983.37 sq. mtrs., CTS No.57B area admeasuring 329.81 sq. mtrs., CTS No.57C area admeasuring 3285.83 sq. mtrs. and issued separate property register cards thereof. Out of the said Larger Property, leasehold rights of the Owners in CTS No. 57A and beneficial rights arising out of the CTS No.57C i.e. area under road setback were assigned to the Integrated Affordable Home LLP. I have been informed that CTS No.57B has been retained by the Owners with them.
- ag) It appears that by a Deed of Mortgage Cum Guarantee dated **12th July, 2021** executed between Integrated Affordable Home, LLP (therein referred to as the Mortgagor/Borrower) of the First Part and (1) Shri Naynesh Bharat Satra, (2) Shri Kantilal Manilal Savla (therein referred to as the Guarantors) of the Second Part and Front View Developers, LLP (therein referred to as the Mortgagor/Financer) of the Third Part. The Mortgagor has bailed loan of **₹.3,00,00,000/- (Rupees Three Crore Only)** from the Mortgagee against which the Mortgagor has agreed to mortgage the premises bearing Flat No. 907, 910, 911, 912 on 9th habitable floors of Wing B in all admeasuring 1454.00 Sq.ft. Carpet Area and Commercial Premise bearing Shop No.1 on Ground & First Floor of the Wing A admeasuring 489.00 Sq.ft carpet area in the building to be constructed on said Plot which is registered with Sub Registrar of Assurances at **Borivali -6** under Serial No. **BRL-6-9374-2021 on 12th July, 2021.**
- ah) Integrated Affordable Home LLP firm got converted into Joint Stock Company under the Companies Act,2013 (18 of 2013) and it has been incorporated under the name and style of Integrated Affordable Home Private Limited on **25th November, 2021** under the Corporate Identity **No.U70109MH2021PTC372179**. As such all the assets and liabilities of Integrated Affordable Home LLP (i.e. erstwhile Limited Liability Partnership) stood vested with the new legal entity which include property covered under this Title Certificate.
- ai) I have perused the (i) Search Report dated **10th September, 2004** taken by Shri Sameer M.Sawant, Property Title Investigator in respect of said Larger Property for the period from **1962 to 2004** at the Sub Registrar's office, Bandra (ii) Search Report dated **23rd March, 2009** taken by Shri.Omkar V Dhagawkar, Title Investigator at the Sub Registrar's Office at Mumbai, Bandra, Goregaon and Borivali in respect of the said Larger Property for the period **3rd September, 2004 to 22nd March, 2009** (iii) Search Report dated **28th June, 2010** taken by Ravindra N.Gaikar, Search Clerk for the period **2007 to 2010** in respect of the said Larger Property at the office of Sub Registrar of Assurance at Mumbai (Old Custom House), Bandra, Goregaon and Borivali on behalf of Nestor Constructions Private Limited and (iv) Search Report dated 17th February, 2022 taken by Rajesh Sharma for the period 1992 to 2022 at the office of Sub Registrar of Assurance at Mumbai in respect of the said Larger Property. From the aforesaid Searches I find that the title in respect of said Larger Property is clear, marketable subject to mortgage of premises in the building to be constructed on the said Property in favour of Front View Developers LLP against availing loan and subject to the mortgage.

- aj) It appears that by an Debenture Trust Deed dated **17th December, 2021** registered with Sub Registrar of Assurances at **Borivali-3** under Serial **No. BRL-3-12334-2021** executed between Integrated Affordable Home Private Limited (therein referred to as the Company) of the First Part and Integrated Spaces Limited (therein referred to as the Corporate Guarantor or Parent Company) of the Second Part and (1) Shri Kantilal Savla, (2) Shri Nishit Savla, (3) Shri Sagar Bharat Satra, (4) Shri. Naynesh Bharat Satra (therein referred to as the Promoter 1, Promoter 2, Promoter 3, Prop other 4/Guarantor) of the Third Part and Vistra ITCL (India) Limited (therein referred to as Debenture Trustee or Trustee) of the Fourth Part. The Company has appointed Debenture Trustee/Trustee for the benefit of Debenture Holder as per the terms and conditions mentioned therein.
- ak) It appears that by an Deed of Pledge dated **22nd December, 2021** executed between Shri Kantilal Manilal Savla (therein referred to as the **Pledgor 1**) of the First Part and Shri Nishit Kantilal Savla (therein referred to as the **Pledgor 2**) of the Second Part and Shri Sagar Bharat Satra (therein referred to as the **Pledgor 3**) of the Third Part and Shri Naynesh Bharat Satra (therein referred to as the **Pledgor 4**) of the Fourth Part and Integrated Spaces Limited (therein referred to as the **Pledgor 5**) of the Fifth Part and Integrated Affordable Home Private Limited (therein referred to as the **Company**) of the Sixth Part and Vistra ITCL (India) Limited (therein referred to as the **Debenture Trustee/Trustee**) of the Seventh Part. The Pledgor No.1 to 5 have agreed to pledge the Company's share with the Debenture Trustee or Trustee to secure the due payment, repayment or reimbursement of Debenture outstanding to Debenture Holder.
- al) I hereby certify that relying upon the aforesaid document furnished to me by the Company and statements recorded hereinabove and subject to what is stated herein, the title of the Property is clear, marketable and free from encumbrances.



Ms. Rama Subramanian
Advocate

Date: 23th May 2022.