



# LAW SCRIBES

*Advocates & Solicitors*

Reference Number: LS/NM/ARAILL/149

Date : 23<sup>rd</sup> March, 2013

## TO WHOMSOEVER IT MAY CONCERN

Our clients, **Ajmera Realty And Infra India Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having their office at 2<sup>nd</sup> Floor, Citi Mall, Link Road, Andheri West, Mumbai 400 053, (hereinafter referred to as "**our Clients**") have handed over to us, copies of certain documents/title deeds with instructions to investigate their right and entitlement to the property more particularly described in the **Schedule** hereunder written (hereinafter referred to as the "**Said Property**"). In the course of investigation of title, we have caused searches to be taken with the offices of the concerned Sub-Registrar of Assurances at Mumbai, Bandra and Chembur and Nahur, and have also published a public notice in the Free Press Journal and Navshakti both dated 2<sup>nd</sup> June, 2012 for inviting claims to the title of the Said Property. We have perused copies of the various documents/title deeds referred to in this Report. The following emanates there from:

1. One Ardhesir Shapurji Narielwala was during his lifetime the owner of and/or otherwise well and sufficiently entitled to and in possession of several pieces and parcels of land, hereditaments and premises in Village Anik, Taluka Kurla in Greater Bombay admeasuring in the aggregate 90 Acres and 18 Gunthas (hereinafter referred to as the "**Said Larger Property**").
2. The said Ardhesir Shapurji Narielwala by his will dated 18<sup>th</sup> March, 1933 appointed his wife Mrs. Behrozbai Narielwala, his two sons Mr. Navroji Ardhesir Narielwala, Mr. Phirojshah Ardhesir Narielwala and his son-in-law Mr. Navroji Rustomji Adenwala as the Executrix, Executors and Trustee respectively of the said will dated 18<sup>th</sup> March, 1933. The said Ardhesir Shapurji Narielwala died at Bombay on or about 9<sup>th</sup> day of November, 1937. The said will dated 18<sup>th</sup> March, 1933 was duly proved by the said executors. The said Behrozbai and Navroji Rustomji Adenwala died at Bombay on or about 21<sup>st</sup> day July, 1947 and 23<sup>rd</sup> day of November, 1960 respectively.
3. By a Deed of Transfer dated 27<sup>th</sup> November, 1972, (1) Navroji Ardhesir Narielwala and (2) Phirojsha Ardhesir Narielwala, (being the surviving executors of the will dated 18<sup>th</sup> March, 1933 of the said Ardhesir Shapurji Narielwala) transferred the Said Larger Property to and in favour of (1) Navroji Ardeshir Narielwala (2) Phirojsha Ardeshir Narielwala (3) Rustomji Ardeshir Narielwala and (4) Shahpurji Ardeshir Narielwala, (hereinafter referred to as "**Said Narielwalas**").
4. Accordingly, by virtue of the aforesaid deed of transfer dated 27<sup>th</sup> November, 1972, the Said Narielwalas became the owners of the Said Larger Property.
5. By and under an Agreement dated 11th June, 1981 made by and between the Said Narielwalas and one M/s. Vijay Nagar Apartments, a partnership firm, the Said Narielwalas have agreed to assign and transfer all their right, title and interest in respect of the Said Larger Property. Thus, by virtue of the said agreement dated 11<sup>th</sup> June, 1981 the said M/s. Vijay Nagar Apartments have obtained the rights to develop the Said Larger Property.

303, Lotus Pride, St. Francis Road, Vile Parle (West), Mumbai 400 056

T: +91 (22) 26127321 / 2 F: +91 (22) 26127323 E: info@lawscribes.in W: www.lawscribes.in



6. The Said Larger Property admeasuring 90 Acres and 18 Gunthas was naturally sub-divided into various smaller plots of land and such sub-divided plots were assigned separate CTS Numbers.
7. Out of the total holding of the Said Narielwalas in relation to the Said Larger Property, a total area of 71 Acres and 26 Gunthas was declared as non surplus and was held as retainable land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (since repealed) (hereinafter referred to as "**the Retained Property**").
8. By and under a Deed of Conveyance dated 29<sup>th</sup> August, 2000, made and executed by the Said Narielwalas to and in favour of the said M/s. Vijay Nagar Apartments, the Said Narielwalas sold, transferred and conveyed to and in favour of the said M/s. Vijay Nagar Apartments, the Retained Property at and for the consideration and on the other terms and conditions more particularly mentioned therein. The said Deed of Conveyance dated 29<sup>th</sup> August, 2000 is duly registered with the Sub-Registrar of Assurances at Mumbai under number BBJ-6892 of 2000. As per the said Deed of Conveyance dated 29<sup>th</sup> August, 2000, the CTS numbers of the retained property are mentioned as 1 (pt), 3B (pt), 229B (pt) and 233B (pt).
9. It appears that pursuant to the execution of the said Deed of Conveyance dated 29<sup>th</sup> August, 2000, the Retained Property was sub-divided by and under an order dated 12<sup>th</sup> October, 2000 issued by the Collector, Mumbai Suburban District, in to various smaller plots of land in view of certain reservations on some portions of the Retained Property and on the basis of earmarked land use thereof. As per condition no. 3 of the said order dated 12<sup>th</sup> October, 2000, it was directed that the final areas of the sub-division would be arrived at after actual measurement. The various sub-plots forming part of CTS Nos. 1, 3B, 229B and 233B were numbered alphabetically as A to S subject to final measurement as aforesaid on the basis of the earmarking for land use of each plot.
10. In view of the sub-division order dated 12<sup>th</sup> October, 2000, as aforesaid, by and under a Deed of Rectification 18<sup>th</sup> October, 2000, the said Deed of Conveyance dated 29<sup>th</sup> August, 2000 was rectified wherein certain survey numbers, CTS numbers and areas of each sub-divided plot comprising the Retained Property were rectified and clarified in greater detail and it was clarified that the subject matter of the Deed of Conveyance dated 29<sup>th</sup> August, 2000 were the lands bearing CTS Nos. 1 (pt) admeasuring 78,787.12 square meters, 3B (pt) admeasuring 73,661.58 square meters, 229B (pt) admeasuring 1,10,843.31 square meters and 233B (pt) admeasuring 26,772.48 square meters aggregating to an area 2,90,064.49 square meters. of The said Deed of Rectification appears to have been duly registered with the Sub-Registrar of Assurances at Mumbai under number BBJ-7773 of 2000.
11. As such the partnership firm of M/s. Vijay Nagar Apartments became entitled to the Retained Property as the sole and absolute owner thereof.
12. As directed in the afore mentioned Clause no. 3 of the sub-division order dated 12<sup>th</sup> October, 2000, the concerned City Survey Officer, Chembur conducted measurements of the Retained Property and by and under an order dated 31<sup>st</sup> May, 2001, it was recorded by the concerned City Survey Officer pursuant to such measurement, on the basis of designated land use, the land bearing CTS Nos. 1, 3B and 229B (all 3 collectively



- referred to as CTS No. 1/A under the order dated 31<sup>st</sup> May, 2001) and land bearing CTS No. 233B was sub-divided and it was directed that separate property register cards be issued in respect of each such distinct portion of the sub-divided plots and as a result of such sub-division, separate property register cards was directed to be issued *inter alia* in respect of lands bearing CTS Nos. 1A/1, 1A/2, 1A/3, 1A/4, 1A/5, 1A/6, 1A/7, 1A/8, 1A/9, 1A/10, 1A/11, 1A/12, 1A/13, 1A/14, 1A/15, 233B/1, 233B/2 and 233B/3.
13. The Plot bearing C.T.S. No. 1A/2 admeasuring (as per the Property Register Card) admeasuring 97,434 square meters of Village Anik, Taluka Kurla in the registration district of Mumbai Suburban accordingly, forms a part of the Retained Property.
  14. We have reviewed copies of the kami jastak patras in relation to the land bearing Survey No. 173, wherein it is shown that the land bearing Survey No.173 is designated as CTS No.1 (and which came to be further sub-divided as mentioned above).
  15. The said M/s. Vijay Nagar Apartments, one Ajmera Housing Corporation and one Ajmera Water "N" Amusement Park Private Limited had formed a partnership in the name and style of M/s. Anik Development Corporation for the purpose of development of the Retained Property and accordingly development of the Retained Property was commenced by the said firm of M/s. Anik Development Corporation.
  16. The said M/s. Anik Development Corporation was converted into a Private Limited Company (incorporated under the provisions of the Companies Act, 1956) known as Anik Development Corporation Private Limited. Subsequently, the said company Anik Development Corporation Private Limited was amalgamated with Shree Precoated Steels Limited by virtue of an order dated 10th August, 2007 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition Nos. 464 of 2007 and 465 of 2007.
  17. Thereafter, the name of Shree Precoated Steels Limited was changed to Ajmera Realty and Infra India Limited (being our clients) and a fresh certificate of incorporation dated 5<sup>th</sup> May, 2008 was issued by the Registrar of Companies, Maharashtra stating therein that the name of our clients stands duly changed to Ajmera Realty and Infra India Limited.
  18. Our clients has pursuant to acquisition of the Retained Property as aforesaid, commenced and completed development of certain portions of the Retained Property and presently a residential complex popularly known as "Bhakti Park" stands constructed on such portion.
  19. By and under an order dated 30<sup>th</sup> April, 2012 passed by the Collector, Mumbai Suburban District, tenure of part of Said Property bearing CTS No. 1A/2 is changed from Agricultural to Non-Agricultural (for Residential Purposes) subject to the terms and conditions mentioned therein.
  20. As per the Development Plan Remarks issued by the MCGM dated 6<sup>th</sup> February, 2009, the Said Property falls in the No Development Zone and is affected by the Coastal Regulation Zone. Initially, the Said Property was affected by a 100 meter wide Green Strip for Channelisation and the State Government vide its directives under Section 37 (2) of the Maharashtra Regional and Town Planning Act, 1966, bearing number TPB-4307/2647/CR-62/2008/UD-11 dated 15th July, 2008, has deleted the said 100 meter wide Green Strip for Channelisation and included in the R Zone with various reservations as mentioned therein. It may be mentioned herein that as per the notification



dated 29<sup>th</sup> March, 2005, issued by the Urban Development Department of the Government of Maharashtra, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, a portion of the land bearing CTS No. 1A/2, comprising the Said Property, being a 50 meters wide strip, is designated as a buffer zone adjoining the Nallas/Mangroves.

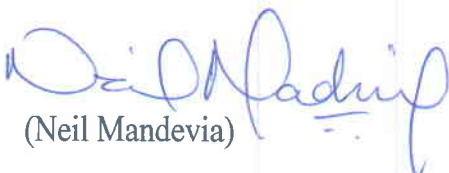
21. As per the Property Register Card, out of the area admeasuring 97,434 square meters in the aggregate of Said Property, an area admeasuring 24,655.10 square meters is shown as a protected forest (Mangroves) and the name of the Government of Maharashtra appears thereon as the holder thereof to such extent. However, we have not come across any official or government records, wherein the said area of 24655.10 square meters, which is shown as a protected forest (Mangroves), is earmarked separately out of the Said Property. However, in the 7/12 extracts issued in relation to the land bearing Survey No. 173 Hissa No.1 (pt) (which includes the Said Property as aforesaid), the names of the partners of M/s. Vijay Nagar Apartments appears in the kabjedar column.
22. However, as only a part of the Said Property admeasuring 24,655.10 square meters is earmarked/reserved as protected forest (Mangroves) as aforesaid, the remainder of the Said Property appears to be unaffected by the said earmarking/reservation.
23. In pursuance of the Public Notices, published by us in two newspapers viz. the Free Press Journal and Navshakti both dated 2<sup>nd</sup> June, 2012 for inviting claims to our Client's entitlement *inter alia* to the Said Property, till date we have not received any claims in response thereto.
24. We have perused photocopies of the documents referred to in this report and have not verified the originals thereof.
25. In view of the aforesaid, we are of the considered opinion that subject to what is stated hereinabove and subject to what is stated in the documents referred to in this Report, our Clients are entitled to the Said Property (subject to the earmarking of the protected forest (Mangroves) therein to the extent of 24,655.10 square meters as stated above) as the sole and absolute owners thereof. Accordingly, subject to the aforesaid, the entitlement of our Clients viz. Ajmera Realty And Infra India Limited to the Said Property is clear and free from doubts and encumbrances.

**THE SCHEDULE ABOVE REFERRED TO**

All those pieces and parcels of land bearing C.T.S. Nos.1A/2 admeasuring 97,434 square meters lying being and situate at village Anik, Taluka Kurla, within the jurisdiction of the City Survey office, Chembur in the registration Sub-District of Mumbai Suburban.

Dated this 23<sup>rd</sup> day of March, 2013.

For Law Scribes:

  
(Neil Mandevia)