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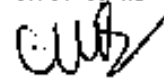
REPORT ON TITLE

Re: All that piece and parcel of land bearing Survey No.193 Hissa No. 4 (Part) with corresponding C.T.S. No. 2400/E/1 admeasuring 11,901.8 square metres or thereabouts as per Property Register Card situate, lying and being at Village Dahisar, Taluka Borivali, District Mumbai Suburban and Registration Sub-District of Bandra and now in 'R' Ward of the Mumbai Municipal Corporation (extended Suburbs) ("the said Property")

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I have prepared this Report on Title in respect of the said Property on the basis of the 7/12 Extracts, Mutation Entries, Property Register Card, Search Report of Mr. E. S. Gaokar for the searches taken in the office of the concerned sub-registrar of assurances and the documents of title of the property as furnished to me and on perusal thereof, I observe as under:

1. Recitals to the extract of the Deed of Conveyance dated 14<sup>th</sup> June, 1948 (*referred to in paragraph 2 below*) indicate that prior to 14<sup>th</sup> June, 1948 (i) Moreswar Pandurang Bhoir, (ii) Parvatibai, widow of Pandurang Ratan Bhoir and (iii) Manik Ratan Bhoir (collectively referred to as "the Bhoirs"), were seized and possessed of or otherwise well and sufficiently entitled to one-fourth undivided, share and interest in all that piece and parcel of land bearing Survey No.193 Hissa No. 4 admeasuring 12 acres and 31 gunthas or thereabouts ("Bhoir Property") situate, lying and being at Village Dahisar, Taluka Borivali.
2. By and under a Deed of Conveyance dated 14<sup>th</sup> June, 1948 made between the Bhoirs therein referred to as the Vendors of the One Part and Dr. Raghunath Balkrishna Tawde and Chandrakant Balkrishna Tawde therein referred to as the Purchasers of



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- the Other Part and hereinafter collectively referred to as the "Tawdes" and registered with the Office of the sub-registrar of assurances at Thana under Serial No. 456 of 1948, the Bhoirs, sold, assigned and transferred in favour of the Tawdes, a portion of the Bhoir Property bearing Survey No. 193 Hissa No. 4 (part), admeasuring approximately 3 acres or thereabouts and more particularly described in the Schedule there under written ("the said Larger Property") for the consideration and in the manner specified therein.
3. By Order dated 27<sup>th</sup> August, 1965 bearing reference no. TNC/SR-233, the Office of the District Deputy Collector granted permission to the Tawdes, under the provisions of Section 63 of the Bombay Tenancy and Agricultural Lands Act, 1948, for sale and transfer of the said Larger Property, being agricultural land, in favour of Ramniklal Nagardas Bhuta ("Ramniklal"), Jaisukhlal Nagardas Bhuta ("Jaishukhlal") and Dr. Vadilal Devchand Kamdar ("Dr. Vadilal Kamdar") on the terms and conditions contained therein.
4. Pursuant thereto, by and under an Indenture of Conveyance dated 10<sup>th</sup> February, 1966 made between the Tawdes, therein referred to as the Vendors of the One Part and Ramniklal, Jaisukhlal and Dr. Vadilal Kamdar, therein collectively referred to as the Purchasers of the Other Part and registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. BND/293 of 1966, the Tawdes granted, sold, conveyed and transferred the said Larger Property, in favour of Ramniklal, Jaisukhlal and Dr. Vadilal Kamdar, for the consideration and in the manner contained therein, in the following proportion (i) the said Ramniklal and Jaisukhlal became entitled to three-fourth undivided share and interest in the said Larger Property, jointly, and (ii) Dr. Vadilal Kamdar became entitled to the balance one-fourth undivided share and interest in the said Larger Property.



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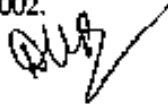
5. By and under a Deed of Re-conveyance dated 15<sup>th</sup> February, 1967 executed by Chandrakant Tawde, acting in his personal capacity and in his capacity as constituted attorney of his brother, Raghunath Tawde and registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/758 of 1967, the Tawdes acknowledged receipt of the balance consideration payable by the purchasers being Ramniklal, Jaisukhlal and Dr. Vadilal Kamdar under the aforementioned Indenture of Conveyance dated 10<sup>th</sup> February, 1966.
6. Dr. Vadilal Kamdar died on or about 8<sup>th</sup> March, 1977 leaving behind him, his last Will and Testament dated 27<sup>th</sup> February 1976 ("the said Will"), whereunder he, (i) appointed his wife, Chandra Vadilal Kamdar ("Chandra Kamdar"), his son, Vikram Vadilal Kamdar ("Vikram Kamdar") and Dahyalal Chunilal Kapasi ("Dahyalal Kapasi") as Executors and Trustees of the said Will, and (ii) bequeathed his one-fourth undivided share and interest in the said Larger Property unto and in favour of his three sons, namely, said Vikram Kamdar, Ashok Vadilal Kamdar and Vijay Vadilal Kamdar, in equal share. Pursuant thereto, Chandra Kamdar and Dahyalal Kapasi applied for and obtained a Probate in respect of the said Will from the Hon'ble High Court of Bombay on 14<sup>th</sup> July, 1982 in Petition No. 897 of 1977.
7. Dahyalal Kapasi expired on 27<sup>th</sup> February, 1987, leaving Chandra Kamdar as sole Executor and Trustee of the said Will. I have not seen a copy of Death Certificate of Dahyalal Kapasi.
8. Ramniklal, Jaisukhlal and Chandra Kamdar in her capacity as Executor and Trustee of the said Will of Dr. Vadilal Devchand Kamdar are hereinafter collectively referred to as the "Original Owners".



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9. It appears from subsequent documents that (i) Narendra Gangadas Kanakia ("Narendra Kanakia"), (ii) Charuben N. Kanakia, (iii) Paresh P. Shah, (iv) Haresh P. Shah, (v) Narayan D. Parmar, (vi) Dhansukh R. Rathod, (vii) Kishor R. Rathod and (viii) Sashikant R. Rathod constituted a partnership firm under the name and style of Messrs Maruti Enterprises ("Maruti") to carry on business as builders and developers on the terms and conditions more particularly contained under a Deed of Partnership dated 13<sup>th</sup> August, 1992 executed by and between them. The Partnership Firm is registered with the Office of the Registrar of Firms bearing Firm No. BA56026. By and under several Deeds of Retirement and Admission of Partners, the constitution of the partnership firm has changed from time to time. The present partners of the said firm, entitled in their capacity as partners thereof to certain interest in the said Larger Property, are (i) Laljibhai Kalyanbhai Solanki, (ii) Bhavin K. Mehta, (iii) Jiten Agro Land and Farm Private Limited, (iv) Kaybee Developers Private Limited and (v) Sahana Builders and Developers Private Limited ("Laljibhai and others"). Details of the admission and retirement of partners in Maruti since its formation till date are set out in Annexure "A" hereto.

10. By and under Articles of Agreement dated 11<sup>th</sup> February 1993 ("Agreement for Sale"), made between the Original Owners, therein referred to as the Vendors of the One Part and the then partners of Maruti, therein referred to as the Purchasers of the Other Part, the Original Owners agreed to sell and Maruti agreed to purchase from the Original Owners, the said Larger Property, for the consideration and on the terms and conditions specified therein, subject to the claims of certain occupants on the said Larger Property. The said Agreement for Sale was annexed to a Deed of Confirmation dated 21<sup>st</sup> July, 2002 which Deed of Confirmation was registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-6/6283 of 2002.



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11. By and under a Power of Attorney dated 11<sup>th</sup> February, 1993, the Original Owners appointed the said Narendra Gangadas Kanakia, Paresh Popatlal Shah and Kishore Ramji Rathod (being three of the partners of Maruti then and hereinafter for the sake of brevity, to be collectively referred to as, "the said Partners") as their true and lawful attorneys to do and perform all acts, deeds and matters necessary either jointly or severally with regard to the said Larger Property. It appears that simultaneously upon execution of the aforesaid Agreement for Sale and Power of Attorney, Maruti took possession of the said Larger Property.
12. By separate Declarations dated 12<sup>th</sup> February 1993, 18<sup>th</sup> February 1993 and 13<sup>th</sup> September 1993 made by Maneesha Amit Mehta, Asha Chandrasen Kapadia, Ashok Vadilal Kamdar and Vijay Vadilal Kamdar, respectively, being the legal heirs of the Late Dr. Vadilal Kamdar, each of the aforementioned persons consented to and confirmed the said Agreement for Sale and further agreed to perform all such acts, deeds and actions, as may be required for perfecting the title of Maruti to the said Larger Property.
13. Disputes and differences had arisen between the Original Owners and Maruti, in pursuance whereof, Maruti had filed Suit No.41 of 2000 in the Hon'ble High Court of Bombay against the Original Owners, praying *inter-alia* (i) that the said Agreement for Sale be declared valid and binding, (ii) for specific performance of the Agreement for Sale and execution of conveyance of the said Larger Property in favour of Maruti, and (iii) to restrain the Original Owners from creating third party rights on or otherwise interfering with the possession of the said Larger Property in any manner whatsoever.
14. Ramniklal died on or about 1<sup>st</sup> November, 2005 leaving behind him, his last Will and Testament dated 13<sup>th</sup> September 1989, whereby he appointed Balwantraai Prabhudas



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Sheth ("Balwantrai") and Vasantben Bhuta as his Executors and Trustees of last Will and Testament dated 13th September 1989 of Ramniklal, and bequeathed his entire estate to Vasantben Bhuta. Balwantrai and Vasantben Bhuta, in their capacities as Executors of the said Will applied for Probate in respect of the aforesaid last Will and Testament dated 13th September 1989 of Ramniklal from the Hon'ble High Court of Bombay on 15<sup>th</sup> December, 2008 in Petition No. 115 of 2009. By Order dated 20<sup>th</sup> November, 2010, the Court has granted probate to the last Will and Testament dated 13th September 1989 of Ramniklal.

15. By and under a Substituted Power of Attorney dated 19<sup>th</sup> April, 2011, the said Partners, on behalf of the Original Owners, appointed Mr. Umesh H. Gandhi and Mr. Lalji Kalyanji Solanki as their true and lawful attorneys, to do and perform all acts, deeds and matters necessary as set out in the Power of Attorney dated 11<sup>th</sup> February, 1993 mentioned hereinabove either jointly or severally with respect to the said Larger Property.

16. Occupants:

- i. The papers and documents furnished to me indicate that certain occupants, namely, Sadashiv Laxman Bhandari ("Sadashiv"), Ankush Balya Bhandari ("Ankush") and Parshuram Babu Bhujar ("Parshuram") (hereinafter collectively referred to as the "Occupants") were in possession of a portion of the said Larger Property between 1969 and 1994, as tenants, on a monthly or yearly tenure.
- ii. The Occupants claimed that since the year 1969, they were in use, occupation and possession of a portion of the said Larger Property admeasuring 2 acres and 4 gunthas along with structures standing thereon ("Occupant Property"). The claims of the said Occupants to possession of the Occupant Property was

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confirmed by the Office of the Talathi, Borivali in an Inspection Extract dated 21<sup>st</sup> September, 1984 issued under the provisions of the Maharashtra Land Revenue Code, 1966.

- iii. Thus, after accounting for the claim of the Occupants to the Occupant Property, it appears that the Original Owners, were in possession of only a portion of the said Larger Property admeasuring 36 gunthas or thereabouts.
- iv. Pursuant thereto, by and under an unregistered Agreement for Sale dated 25<sup>th</sup> December 1984, the said Narendra Kanakia (who subsequently formed the partnership firm of Maruti which acquired rights to the said Larger Property) agreed to purchase and acquire and the Occupants agreed to sell and transfer, all and whatsoever right, title and interest of the said Occupants in the said Larger Property, for the consideration and on the terms and conditions therein specified.
- v. Thereafter, by and under an unregistered Agreement dated 11<sup>th</sup> March, 1993 made between Sadashiv, Ankush, Shevantibai Parshuram Bhujar, the widow of Parshuram ("Shevantibai"), and Shevantibai on behalf of her five minor children viz. Vishnu Parshuram Bhujar ("Vishnu"), Sugandha Parshuram Bhujar, Rajesh Parshuram Bhujar, Vinod Parshuram Bhujar and Shaila Parshuram Bhujar of the One Part (collectively, "the Vendors of the Occupant Property") and Maruti of the Other Part, the Vendors of the Occupant Property assigned unto Maruti, their tenancy rights in the Occupant Property and handed over possession of the Occupant Property to Maruti, for the consideration and in the manner specified therein.
- vi. By and under a Power of Attorney dated 11<sup>th</sup> March, 1993, the Vendors of the Occupant Property appointed the said Partners as their true and lawful

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attorneys to do and perform all acts, deeds and matters necessary either jointly or severally with regard to the Occupant Property. We have seen a copy of the aforesaid Power of Attorney dated 11<sup>th</sup> March, 1993.

- vii. It appears that subsequently, the Original Owners and Maruti filed Suit bearing No. 5144 of 1994 in the City Civil Court against Sevantibai Raghunath Talekar and the said Vishnu, for possession of a hutment occupied by them on a portion of the said Larger Property, which suit was settled between the parties thereto by Consent Terms dated 18<sup>th</sup> August, 1994. Under the said Consent Terms the aforementioned Sevantibai and Vishnu (i) recorded that they never had any right, title and interest in respect of the said Larger Property and (ii) consented that the Property belongs to the Original Owners and that Maruti is in possession thereof. Further, each of the Occupants (as parties to the above mentioned unregistered Agreement dated 11<sup>th</sup> March, 1993) have executed and filed a Joint Affidavit dated 19<sup>th</sup> August, 1994 in the Suit, to confirm the Consent Terms dated 18<sup>th</sup> August, 1994 and record that the same is binding on each of them. We have seen a copy of the Consent Terms dated 18<sup>th</sup> August, 1994 and the original Joint Affidavit dated 19<sup>th</sup> August, 1994 but the Order made in the proceedings has not been produced for verification.
- viii. By and under the following documents, the Occupants had created rights in favour of third parties, which rights have been subsequently settled and or disposed off, details whereof are as under.
- a. By Letter of Intent dated 29<sup>th</sup> December, 1985 addressed by the Occupants to Vasant Dattatreya Gavade, the Occupants agreed with Messrs. G.I.P. Associates, that once the Occupants became entitled to the said Larger



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Property, they would sell the same to Messrs G.I.P. Associates for the consideration and in the manner contained therein. The said Vasant Dattatreya Gavade and one Anwar Yashin Tanwar, retired partner and sole proprietor of Messrs G.I.P. Associates, respectively, have executed a Joint Declaration dated 17<sup>th</sup> February, 1995 relinquishing any right, title and interest either under the aforesaid letter of intent or otherwise arising in the said Larger Property.

- b. Agreement for Sale dated 6<sup>th</sup> March, 1987 and Power of Attorney dated 8<sup>th</sup> March, 1987 had been executed in favour of Messrs Kumar Constructions. Pursuant thereto, by an Agreement dated 14<sup>th</sup> September, 1989, the said Messrs Kumar Constructions created further rights in favour of Christ Reigns Co-operative Housing Society (Proposed). Subsequently, Messrs Kumar Constructions filed Suit bearing No. 2746 of 1990 against Sadashiv and others praying *inter-alia* for specific performance of the said Agreement for Sale dated 6<sup>th</sup> March, 1987. By Order dated 24<sup>th</sup> September, 2008, the aforesaid suit was dismissed for want of prosecution. It appears that no appeal has been filed to the aforesaid suit. Messrs Kumar Constructions had alleged in the said suit that the Power of Attorney dated 8<sup>th</sup> March, 1987 issued in its favour had been duly registered. However, I have seen Search Reports issued by Mr. E. S. Gaonkar and the said Power of Attorney is not reflected therein.

- c. Development Agreement dated 8<sup>th</sup> December, 1988 and Power of Attorney dated 12<sup>th</sup> December, 1988 had been executed in favour of Siddharth Realtors Company Private Limited. The copy of the aforesaid Development Agreement furnished to me has not been signed by Siddharth Realtors Company Private Limited. Further, no claims were

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received from Siddharth Realtors Company Private Limited pursuant to the Public notice issued on 21<sup>st</sup> January, 2014 in Free Press Journal and Navshakti Newspapers inviting claims to the said Larger Property.

- d. Agreement for Sale and Power of Attorney both dated 28<sup>th</sup> January, 1989 executed in favour of Navin Bachubhai Prasana and Ashwin Choksi. The said Navin Bachubhai Prasana and Ashwin Choksi have executed a Declaration dated 9<sup>th</sup> March, 1994, relinquishing their right, title and interest under the aforesaid agreements or otherwise arising in the said Larger Property.

17. By and under a Deed of Exchange dated 25<sup>th</sup> July, 2002, executed between Maruti of the One Part and Messrs Ekta Constructions of the Other Part, and registered with the Sub Registrar of Assurances, Bombay under Serial No. 5784 of 1996, Maruti has exchanged and transferred a portion of the said Larger Property admeasuring 6 square metres to Messrs Ekta Constructions in exchange for land admeasuring 6.03 square metres bearing CTS No. 2400, Survey No. 193 Hissa No. 4(part) of Village Dahisar, Taluka Borivali in the Registration district and sub-district of Mumbai City and Mumbai Suburban. I have seen a copy of the aforesaid Deed of Exchange dated 25<sup>th</sup> July, 2002 and cannot ascertain whether the properties exchanged thereunder relate to the said Larger Property. It appears that the said Deed of Exchange was intended to rectify the boundaries of the said Larger Property.

18. Sapphire Land Development Private Limited

Maruti had agreed to sell and transfer the said Larger Property to Sapphire Land Development Private Limited ("Sapphire") under an unregistered Memorandum of Agreement dated 26<sup>th</sup> February, 2003 ("Sapphire Agreement"). On failure to complete the transaction, Sapphire filed a suit before the Hon'ble High Court of

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Bombay bearing Suit No.3209 of 2009 for specific performance of the Sapphire Agreement. Subsequently, the dispute was amicably resolved between the parties and by an unregistered Deed of Cancellation dated 8<sup>th</sup> June, 2011, Maruti and Sapphire cancelled the Sapphire Agreement. By Consent Terms dated 6<sup>th</sup> February, 2012 in Suit No. 3209 of 2009, the said Suit along with Appeal (lodging) No.472 of 2011 filed therein has been disposed off.

19. Slum Notifications:

- i. It appears that a portion of the said Larger Property was notified as 'slum area' under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("the Slum Act").
- ii. Mr. Umesh Gandhi and Mr. Lalji Kalyanbai Solanki, directors of Jiten Agro Land and Farm Limited, being one of the present partners of Maruti, power of attorney holder of the said Ramniklal, Jaisukhlal and Dr. Vadilal Kamdar filed a Misc. Application No. 12 of 2012 ("Appeal") before the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Tribunal, Mumbai, praying *inter-alia* for revocation of the said Notification.
- iii. By an Order dated 11<sup>th</sup> May, 2012 passed in the Appeal, the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Tribunal, Mumbai set aside the said Notification.

20. U.L.C.:

Letter dated 26<sup>th</sup> March, 2012 issued by the Office of the Upper Director and Competent Authority (U.L.C), Mumbai to the said Jaisukhlal indicates that no orders

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under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 have been passed in relation to the said Larger Property.

21. Encroachments

Maruti has submitted a complaint vide letter dated 27<sup>th</sup> November, 2010 addressed to the Executive Engineer, Municipal Corporation of Greater Mumbai ("MCGM") that the construction of building and compound wall on land bearing C.T.S. No.2331, has on actual site survey been found to be encroaching upon an area of 720 square metres out of total area of 13,392.7 square metres of the said Larger Property. However, I have been informed by Sheth Infraworld Private Limited that at the time sub-division of the said Larger Property as mentioned in clause 33 herein below on physical verification the encroached area admeasured 675 sq. meters.

22. Litigation

It appears that various suits were been filed by Maruti and the Original Owners against occupants/third parties on the said Larger Property, which suits have been settled between the respective parties thereto and consent terms filed thereunder. A list of the suits filed and consent terms executed are set out and marked in Annexure "B" hereto. It appears that no appeals have been filed to the suits mentioned in Annexure B and that save as mentioned in paragraph 22 above, Maruti has absolute vacant and peaceful possession of the said Larger Property.

23. Municipal Taxes

- i. It appears that the said Larger Property became subject to assessment of municipal taxes with effect from 1<sup>st</sup> October, 2000, in pursuance of an

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application made by Maruti to Asst. A&C, R/North for its no objection to develop 11854.71 square metres of the said Larger Property. On such application, the ratable value of the said Larger Property was fixed which was appealed against by Maruti under Municipal Appeal No.56 of 2000 filed in the Small Causes Court ("Municipal Appeal"). In pursuance of an understanding arrived at between the parties, the said Municipal Appeal was disposed off by an out of court settlement ("out of court settlement"). The terms of the out of court settlement are not available for our perusal. By Letter bearing No.AAC/RN/3069/06-07 dated 8<sup>th</sup> February 2007, the Brihanmumbai Municipal Corporation has granted its approval to Maruti to fix the ratable value for the said Larger Property at Rs.4,33,925/- per annum with effect from 1<sup>st</sup> April, 2000 subject to the condition that Maruti withdraws the aforesaid Appeal. We have seen a copy of the application dated 26<sup>th</sup> February, 2007 in the aforesaid Appeal made by Maruti requesting for withdrawal of the same for want of prosecution. Subsequently, it appears that by an order passed in the said Municipal Appeal, the same has been withdrawn. We have not seen a copy of the aforesaid order.

- ii. It appears that due to non-payment of taxes, Municipal Corporation of Greater Mumbai ("MCGM") had issued an advertisement for auction sale of the said Larger Property. Jaisukhlal, Chandra Kamdar and Vasantben Ramniklal Bhuta have filed Writ Petition No.749 of 2009 in the Hon'ble High Court of Bombay against MCGM, the Assistant Assessor and Collector, and Maruti, wherein the petitioners have prayed *inter-alia* for quashing the warrant of attachment and auction notice. Subsequently, by an Order dated 7<sup>th</sup> July, 2009 the said Petition was disposed off on account of Jaisukhlal withdrawing the said Petition to invoke an alternative remedy.

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iii. Jaisukhlal has also filed Municipal Appeal No. 12 of 2012 (Stamp No. M/4112 of 2009) in the Court of Small Causes of Bombay, against the MCGM, the Assistant Assessor and Collector, Maruti, Chandra Kamdar and Vasantben Ramniklal Bhuta ("Vasantben Bhuta") *inter-alia* towards property tax demanded and levied by the MCGM and for other reliefs contained therein including directing MCGM to refund to the appellant with interest thereon, all the property taxes with respect to the said Larger Property paid by Jaisukhlal for fixing of ratable value and quashing aside warrant of attachment and auction notice in respect of the said Larger Property. By an Order dated 5<sup>th</sup> July, 2012 passed by the Hon'ble Additional Chief Judge, in the Court of the Small Causes at Mumbai, the aforesaid appeal was disposed off as withdrawn by the appellant.

24. Pursuant thereto, Chamber Summons No. 810 of 2012 was taken out by Maruti in the aforesaid Suit No.41 of 2000 pending in the Hon'ble High Court of Bombay to *inter alia* (i) amend the plaint to the suit and (ii) bring on record the beneficiaries of the will of the late Dr. Vadilal Kamdar being his three sons, (i) Vijay Kamdar, (ii) Vikram Kamdar;(ii) Ashok Kamdar and Shefh Infraworld Private Limited (hereinafter referred to as the "*said Company*") as nominee of Maruti and proposed purchaser of the said Larger Property. The parties to the aforesaid suit had agreed to settle the disputes and differences between them and agreed to file consent terms in Suit No.41 of 2000 whereby *inter-alia* (i) the defendants therein and the Original Owners herein agreed to transfer all their respective right, title and interest in the said Larger Property to the Company and in pursuance thereof execute a conveyance of the said Larger Property in favour of the Company in accordance with the draft annexed to the consent terms on receipt of the balance consideration payable to them under the said Agreement for Sale together with a further negotiated balance consideration; (ii) Maruti agreed to confirm the sale and conveyance in favour of the Company and to

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be joined as confirming party to the conveyance to be executed in favour of the Company; (iii) the parties therein agreed and declared that all disputes between them would be settled, the said Agreement for Sale was valid, binding and subsisting on the parties thereto and the Power of Attorney dated 11<sup>th</sup> February, 1993 given by the Original Owners in favour of the said Partners would be revoked; and (iv) the parties agreed that the suit be disposed off in accordance with such consent terms ("Consent Terms").

25. By an Order dated 6<sup>th</sup> July, 2012 passed by the Hon'ble High Court in Judge's Order No.149 of 2012 in Suit No.3148 of 2009, Judge's Order No.151 of 2012 in Suit No.389 of 2010 and Chamber Summons No.810 of 2012, the Consent Terms filed by the parties to Suit No.41 of 2000 were allowed and disposed off with the consent of all the parties to the suit.

26. By an Order dated 6<sup>th</sup> July, 2012 passed by the Hon'ble High Court of Bombay, in the above mentioned Suit No.41 of 2000, the Consent Terms filed by the parties were taken on record and the aforesaid suit was disposed off accordingly.

27. By and under a Deed of Conveyance dated 6<sup>th</sup> July, 2012 ("Deed of Conveyance") made by and between Vasantben, Balwantraj Sheth therein collectively referred to as the First Vendors, the said Jaisukhlal therein referred to as the Second Vendor, the said Chandraben Kamdar in her capacity as executrix of the will of the late Dr. Vadilal Kamdar, Vikram Kamdar through his power of attorney holder Ashok Kamdar, Vijay Kamdar through his power of attorney holder Ashok Kamdar and Ashok Kamdar in their capacities as beneficiaries under the will of the late Dr. Vadilal Kamdar therein collectively referred to as the Third Vendors, the First Vendors, Second Vendors and Third Vendors were collectively therein and referred to as the Vendors of the First Part and Maruti through its present partners therein referred to



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as the Confirming Party of the Second Part and the Company therein referred to as the Purchaser of the third part and registered with the Office of the Sub-registrar of Assurances at Borivali under Serial No.5260 of 2012, the Vendors therein sold, transferred and conveyed the said Larger Property and the Confirming Party confirmed the same unto the said Company for the consideration and in the manner specified therein.

28. In pursuance of the aforesaid Deed of Conveyance, the Vendors therein have by and under a Power of Attorney dated 6<sup>th</sup> July, 2012 registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No.5261 of 2012, irrevocably nominated, constituted and appointed (a) Mr. Ashwin N. Sheth (b) Mr. Chintan A. Sheth and (c) Mr. Maulika. Sheth, being the directors of the Company as their constituted attorneys, to do, execute and perform all acts, deeds, matters and things in respect of the said Larger Property conveyed and transferred under the Deed of Conveyance on the terms and conditions contained therein.

29. By and under an Indenture of Mortgage dated 6<sup>th</sup> July, 2012 made by and between the Company therein referred to as the Mortgagor of the one part and Indiabulls Financial Services Limited ("Indiabulls") therein referred to as the Mortgagee of the other part and registered with the Office of the Sub-registrar of Assurances at Borivali under Serial No. BDR-12/ 5262 of 2012, the Company has created a charge on the said Larger Property as and by way of English Mortgage in favour of Indiabulls as security for due repayment of a sum aggregating to Rs. 55,00,00,000/- (Rupees Fifty Five Crores Only) advanced by Indiabulls to the Company.

30. Family Disputes:

- i. It appears that Kashiben Nagardas Bhuta, mother of Jaisukhlal and Ramniklal ("Kashiben") decided to equally divide inter-alia the said Larger Property



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between the family members of Jaisukhlal and Ramniklal. Subsequently, by and under an unregistered Agreement dated 21<sup>st</sup> November, 1983, executed between Kashiben of the First Part, Ramniklal, Vasantben Bhuta, Jayshree Devendra Mehta ("Jayshree"), Shaila Hemant Gandhi ("Shaila") and Narendra Ramniklal Bhuta of the of the Second Part and Jaisukhlal, Bhanumati Jaisukhlal Mehta ("Bhanumati"), Rupaben Janakbhai Dhabuwala, Ritaben Suketu Desai, Kamlesh Jaisukhlal Bhuta and Manisha Jaisukhlal Bhuta of the Third Part, the parties therein agreed to partition the said Larger Property and refer any disputes in arriving at such partition to one Smt. Maniben Nanavati in the manner specified therein. It appears that although the dispute was referred to the aforesaid arbitrator, the proceedings lapsed and no award was passed.

- ii. By Suit Nos. 3148 of 2009 and 389 of 2010, filed before the Hon'ble High Court of Bombay, claims and counter claims have been made by Jaisukhlal and Bhanumati of the one part, and Vasantben Bhuta, Jayshree, Shaila, Bhavna Narendra Bhuta, Riddhi Narendra Bhuta and Balwantrao of the other part praying *inter-alia* (i) for the partition by metes and bounds of the half share of Ramniklal and Jaisukhlal of a portion of the said Larger Property i.e. open land bearing CTS No. 193 admeasuring 3035 square metres situated at Village Dahisar, Taluka Borivali District Mumbai Suburban ("suit premises"); or in the alternative for the suit premises to be sold and the sale proceeds distributed according to the shares of the aforesaid parties, and (ii) the other party be restrained, from creating any third party rights on, or from disposing off, the said suit premises. By Orders dated 7<sup>th</sup> December, 2009 and 18<sup>th</sup> January, 2010 in Notice of Motion No. 4158 of 2009 in Suit No. 3148 of 2009, the Court has ordered the parties to maintain status quo with respect to *inter-alia* the suit premises. By Order dated 2<sup>nd</sup> February, 2011 in Suit No.389 of

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2010, both the suits are to be tried together. By Orders dated 5<sup>th</sup> October, 2011 and 13<sup>th</sup> October, 2011 in the aforesaid suits, the Court has ordered that Mr. D. S. Parikh, Senior Advocate of the High Court, who has been mutually appointed by the contesting parties to act as a mediator for the aforesaid dispute to submit his report within a period of three months. Judge's Order No.149 of 2012 was taken out by the plaintiffs in Suit No.3148 of 2009 and Judge's Order No.151 of 2012 was taken out by the plaintiffs in Suit No.389 of 2010 (i) for removal of the said Larger Property from the plaints to the aforesaid suits; and (ii) to allow the status quo order passed in the aforesaid suits to be vacated in so far as it related to the said Larger Property. By an Order dated 6<sup>th</sup> July, 2012 passed in the Judge's Order No.151 of 2012 in Suit No.389 of 2010 and Judge's Order No.149 of 2012 in Suit No. 3148 of 2009 and in Chamber Summons No.810 of 2012 in Suit No.41 of 2000, the Hon'ble High Court of Bombay *interalia* allowed the Judge's Order No.151 of 2012 and 149 of 2012 and disposed them off accordingly. The aforesaid suits in respect of the remaining properties of the parties thereto are still pending.

- iii. I have been informed that the said Larger Property does not form part of any partnership firm or Hindu joint family property\business of the Original Owners.
- iv. By a Certificate dated 16<sup>th</sup> December, 2011 and 22<sup>nd</sup> February, 2012 bearing reference Nos. Asst.CIT/21(2)/281/2011-12 and No. Asst. CIT/21(1)/281/2011-12, respectively issued by the office of the Assistant Commissioner of Income Tax declaring that (i) the said Vasantben Bhuta and the said Jaisukhlal have filed their income tax returns upto the Assessment Year 2011-12, and (ii) there is no charge created by the office of the authority issuing the said Certificate on the said Larger Property.

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31. By a Certificate dated 6<sup>th</sup> March, 2012 bearing reference no ACIT-11(2)/281/2011-12 issued by the office of the Assistant Commissioner of Income Tax to Mr. Ashok Kamdar and orders dated 24<sup>th</sup> April, 2012 and 27<sup>th</sup> April, 2012 both bearing reference Nos. ITO (IT)3(1)/281/121/2012-13 issued to Vijay Kamdar and Vikram Kamdar by the Office of the Income-tax Officer (International Taxation) declaring that (i) the Ashok Kamdar, Vijay Kamdar and Vikram Kamdar have filed their income tax returns upto the Assessment Year 2011-12, and (ii) there is no charge created on the said Larger Property by the office of the authority issuing the said certificate/order.

32. Further, it may be noted that searches conducted in the Office of the Sub-Registrar of Assurances indicate various documents have been executed in relation to portions of the Larger Property. On perusal of these documents it appears that none of the parties therein are any of the predecessors in-title of the present owners. It may however be noted that such documents are appearing in the search report for the said Larger Property even pursuant to the sub-division order and separate Property register cards being opened in relation to the separate portions of the Larger Property. Therefore it cannot be ascertained whether such registered documents pertain to the said Larger Property. Further, by a letter dated 30<sup>th</sup> December, 2011, addressed by the office of the Sub-Registrar of Assurances, Fort to one Mr. Nilesh Vedpathak that the documents of title bearing the following Registration Numbers are not traceable in their records:

(i) BOM R/226/63;

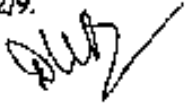
(ii) 2418 of 1970;

(iii) 4901 of 1967;

(iv) 1550 of 1967;

(v) 6711 of 1972; and

(vi) PBBJ - 2382/9.

  
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33. Sub-Division:

- i. The said Larger Property forms part of a larger piece of land admeasuring 55,154.80 square metres or thereabouts ("Larger Property"). The Larger Property was sub-divided pursuant to four separate orders passed by the Office of the Collector, Mumbai Suburban District. Pursuant to orders dated 30<sup>th</sup> November, 1993 and 22<sup>nd</sup> May, 1996 a fresh property register card was issued for the said Larger Property showing an area of 13,392.7 square meters or thereabouts. Further by an Order passed by the office of City Survey Department, Borivali bearing No. Na. Bhu. Aa. Borivali/ Na, Bhu. Dahisar/ Na. Bhu. Kra. 2400E/ 2013 dated 22.08.2013 the said Larger Property is sub-divided as follows:

Sr. No.	New C.T.S. No.	Area in sq. meters	Purpose
1.	2400/E/1	11901.8	Residential
2.	2400/E/2	384.2	D. P. Road
3.	2400/E/3	230.9	Residential
4.	2400/E/4	675.0	Encroached portion
5.	2400/E/5	200.8	Road Setback
<b>TOTAL</b>		13392.7	

- ii. Thus, it appears that the said Property was forming part of the said Larger Property which has been sub-divided and assigned new CTS Nos. At present the said Property, originally bearing Survey No.193 Hissa No.4 (Part) is assigned New C.T.S. No. 2400/E/1 admeasuring about 11,901.8 square meters or thereabouts



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34. I have caused searches to be taken in the office of Sub-Registrar of Assurances and have seen the Search Report for the said Larger Property dated 07.02.2014 issued by Mr. E. S. Gaonkar for the period from 1952 to 2014 (63 years) ("Search Report") and except as stated in paragraph 22 above, no other document of title is found to have been registered in relation to the said Larger Property, which is adverse to the title of Sheth Infraworld Private Limited.
35. I have issued public notices on 20.01.2014 in Navshakti and Free Press Journal Newspapers, for inviting claims to the said Larger Property and no claims were received therefore I presume that disputes (if any) is relation to the said Property must have been settled.
36. I have seen copy of the (i) Development Plan Remarks dated 06.03.2012 issued by the Office of the Chief Engineer, Municipal Corporation of Greater Mumbai and (ii) Survey Remarks dated 25.01.2012 issued by the Office of the A. E. & P. (P&R) Ward/E.E. (SRA/W.S), Municipal Corporation of Greater Mumbai, and note that the said Larger Property is (a) affected by two proposed DP roads admeasuring 13.40 meters each and (b) situated in "Residential Zone".
37. By and order bearing number C/Desk VIIA/LND/NAP/SRB 10424 dated 04<sup>th</sup> June 2013, the Collector, Mumbai Suburban District, has issued non agricultural permission to the said Property on the terms and conditions as contained therein
38. I have seen the latest 7/12 extracts, Mutation Entries and Property Register Cards with respect to the said Property and observe as under;



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- i. The names of Sheth Infraworld Private Limited is reflected on the 7/12 extracts and mutation entry no. 7612; and

39. I have not carried out search with the Registrar of Companies and from the papers and documents furnished to me for my perusal and subject to what is stated hereinabove, and in particular the subsisting mortgage created in favour of Indiabulls Financial Services Limited in my opinion the said Company i.e. Sheth Infraworld Private Limited is well and sufficiently entitled to the said Property as owner thereof. Save and except what is mentioned hereinabove and in particular the subsisting mortgage created in favour of Indiabulls Financial Services Limited in my opinion the title to the said Property is clear and marketable and free from all encumbrances of whatsoever nature.

THE SCHEDULE ABOVE REFERRED TO

*(Description of the said Property)*

All that piece or parcel of vacant land or ground bearing Survey No.193, Hissa No. 4 (part) corresponding to Old C.T.S No. 2400(part) and New C.T.S No. 2400/E/1 admeasuring 11,901.8 square meters as per Property Register Card lying, being and situate at Mouje Dahisar, Taluka Borivali, District Bombay Suburban and Registration Sub-District of Bandra and now in 'R/North' Ward of the Bombay Municipal Corporation (extended suburbs) and bounded as follows:

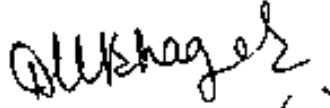
*Dilnawaz*

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- On or towards the East : Survey No. 193, Hissa No. 5, owned by Khot;
- On or towards the West : Survey no. 193, Hissa No. 4 (part), the property of VishwanathManekPathare and brother;
- On or towards the South : Gowan and thereafter by Survey No.194, the property of Shri M.B. Madgaonkar;
- On or towards the North : Survey No.166, the property of Smt. Patil and others

Dated this 10<sup>th</sup> day of February 2014



Ms. Dilnawaz Bhagalia,  
(Advocate and Solicitor)

*Dilnawaz K. Bhagalia*  
*Advocate and Solicitor*

Annexure 'A'

(Changes in Messrs Maruti Enterprises)

No.	Type of Instrument and Date	Retiring Partner (s)	New Partner (s)	Registrar of Firms	Remarks
1.	Instrument of Partnership dated 13 <sup>th</sup> August, 1992  Registered office: Shiva Vallabh Road, G/4, Hanuman Maruti Nagar, Dahisar (East), Bombay  Authorised representatives: Narendra G. Kanakia; Paresh P. Shah; Narayan D. Parmar; Kishor R. Rathod	—	(i) Narendra G. Kanakia; (ii) Charuben N. Kanakia; (iii) Paresh P. Shah; (iv) Haresh P. Shah; (v) Narayan D. Parmar; (vi) Dhansukh R. Rathod; (vii) Kishor R. Rathod; (viii) Sashikant R. Rathod	Entry No. 1 dated 6 <sup>th</sup> January 1993 in the extract dated 7 <sup>th</sup> September, 2010 obtained from Registrar of Firms records this Instrument of Partnership ("Extract").	Jignesh N. Parmar being a minor at the time of execution of the aforesaid Deed was admitted to participate in the benefits of the partnership with the consent of his guardian till attainment of majority.
2.	Deed of Retirement dated 20 <sup>th</sup> January, 1993	Charuben Narendra Kanakia with effect from 19 <sup>th</sup> January, 1993	—	Entry No. 3 dated 17 <sup>th</sup> January, 2000 of the Extract records this retirement.  Entry No. 2 dated 28 <sup>th</sup> July 1993 of the Extract records Jignesh N. Parmar having attained majority on 18 <sup>th</sup> December, 1992 and electing to become partner.	It was confirmed by the Original Partners that Jignesh Parmar had intimated to the Partnership Firm his decision to become partner of the firm
3.	Instrument of	—	Nandkishore Narayan	Entry No. 4	

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	Partnership dated 20 <sup>th</sup> April, 1998  The registered office of the firm was shifted to Shop No. 1, Bajrang Building, Shiva Vallabh Road, Maruti Nagar, Dahisar (E), Mumbai with effect from 1 <sup>st</sup> April 1998		Parmar joined as partner with effect from 1 <sup>st</sup> April, 1998  Kanakia Finance Private Limited joined as partner with effect from 1 <sup>st</sup> April, 1998	dated 17 <sup>th</sup> January, 2000 of the Extract records the admission of Nandkishore Narayan Parmar and Kanakia Finance Private Limited as partners of Maruti with effect from 1 <sup>st</sup> April, 1998.  Entry No. 5 dated 17 <sup>th</sup> January, 2000 of the Extract records the change in registered office	
4.	Deed of Retirement dated 30 <sup>th</sup> August, 2004	Shashikant Ramji Rathod retired with effect from 30 <sup>th</sup> August, 2004	--	Entry No. 6 dated 17 <sup>th</sup> November, 2009 of the Extract records the retirement of Shashikant Ramji Rathod with effect from 30 <sup>th</sup> August, 2004.	
5.	Instrument of Partnership dated 30 <sup>th</sup> August, 2004  Registered office shifted to No. 5 Hanuman Building,	-	(i) Narendra G. Kanakia; (ii) Paresh P. Shah; (iii) Haresh P. Shah; (iv) Narayan D. Parmar; (v) Dhansukh R.	The Extract obtained from the Registrar of Firms does not record this Document.	

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	Shiva Vallabh Road, Maruti Nagar, Dahisar (E), Mumbai.  <b>Authorised Representatives:</b> Narendra Kanakia Paresh Shah Narayan Parmar Kishore Rathod		Rathod; (vi) Kishor R. Rathod; (vii) Jignesh Parmar (viii) Nandkishore Parmar (ix) Kanakia Finance Private Limited		
6.	Partnership Deed dated 27 <sup>th</sup> May, 2010  <b>Registered office:</b> Shifted (with effect from 28 <sup>th</sup> August, 2004) to Shop No 22/B, Nehru Market, Kambliwadi, Tejpal Road, Vile Parle (E), Mumbai - 400 057  <b>Authorised Representatives:</b> Narendra Kanakia Paresh Shah Kishore Rathod	Kanakia Infrastructure Private Limited with effect from 1 <sup>st</sup> April 2010  Jignesh Narayan Parmar	-	The Extract obtained from the Registrar of Firms does not record this Document.	It appears that Jignesh N. Parmar one of the Partners of the Partnership Firm cannot be traced since 15 <sup>th</sup> September, 2005 and the necessary complaint was registered at the Vile Parle police station on 16 <sup>th</sup> September, 2005 as a missing person. In view thereof, it was agreed to by the remaining partners of the Partnership Firm to treat Jignesh N. Parmar as a retired partner or deemed retired partner.
7.	Deed of Reconstitution and Admission of New Partners dated 4 <sup>th</sup> February 2011		Laljibhai Kalyanbhai Solanki;  Bhavin K. Mehta;  Jiten Agro Land and Farm Private Limited;		It appears from the Supplementary Memorandum of Understanding dated 19 <sup>th</sup> April, 2011 that this document was

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			Kaybee Developers Private Limited;  Sahana Builders and Developers Private Limited;		never registered and a fresh Deed was executed on 7 <sup>th</sup> April, 2011 as recited below. It appears that the 7 <sup>th</sup> April Deed superseded this Deed of 4 <sup>th</sup> April, 2011, however the latter does not make any reference to the same.
8.	Deed of Retirement cum Admission of New Partners dated 7 <sup>th</sup> April, 2011  Registered office: Shifted to 104, Siddeshwar, Borsapada, Besides Raghjuleela Mall, Kandivali (West), Mumbai - 400 067.	Narendra Gangadas Kanakia;  Paresh Popatlal Chedda (earlier Shah);  Haresh Popatlal Chedda (earlier Shah);  Narayan Danabhai Parmar ;  Dhansukh Ramji Rathod ;	Laljiibhai Kalyanbhai Solanki;  Bhavin K. Mehta;  Jiten Agro Land and Farm Private Limited;  Kaybee Developers Private Limited;  Sahana Builders and Developers Private Limited;	I have not seen a copy of the extract from the Registrar of Firm recording such change in constitution of the firm pursuant to this Deed of Retirement cum Admission of New Partners dated 7 <sup>th</sup> February, 2011 and I have been informed that the updated extract from the Registrar of Firms is presently unavailable, and shall be obtained in due course.	

*DLW*

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9.	Deed of Retirement dated 19 <sup>th</sup> April, 2011,	Kishor Ramjibhai Rathod  Nandkishor Narayan Rathod		I have not seen a copy of the extract from the Registrar of Firm recording such change in constitution of the firm pursuant to this Deed of Retirement cum Admission of New Partners dated 7 <sup>th</sup> February 2011 and I have been informed that the updated extract from the Registrar of Firms is presently unavailable, and shall be obtained in due course.	
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*Dilnawaz K. Bhagalia*  
*Advocate and Solicitor*

ANNEXURE 'B'

Sr. No.	Suit Nos.	Court	Claimants	Date of Consent Terms	Present Status	Remarks
1.	7815 of 1993 and 3737 of 1994	City Civil Court	NanuMangal Govari and Mrs.Mahura baiNanuGov ari	July 21, 1994 in Suit No. 7815 of 1993 and Suit No. 3737 of 1994.	Maruti has obtained quiet and peaceful possession of certain portion of the said Larger Property together with the hutments standing thereon.	Both suits have been disposed off.
2.	5741 of 1994	City Civil Court	Narayan Raghunath Talekar	October 11, 1994	The defendant was to handover quite, vacant and peaceful possession of a hut admeasuring 10 x 15 square feet on the said Larger Property to Maruti on or before October 20, 1994	Maruti is in possession of the said Larger Property

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