



**TITLE CERTIFICATE**  
**TO WHOMSOEVER IT MAY CONCERN**

At the request from my client M/s. United Enterprises, having their office at 702, Marathon Max, Mulund-Goregoan Link Road, Mulund (West), Mumbai – 400 080 (hereinafter referred to as "the Owner"), I have investigated the title of owner with respect All that piece and parcel of land or ground bearing Survey No. 54/1(part)/A, corresponding to C.T.S. No. 764/4A/1 admeasuring 1,483.60 sq. mtrs. of Village Nahur, Taluka Kurla, District Mumbai Suburban, Registration District and Sub-District of Mumbai City and Mumbai Suburban District within the limits of "T" Ward of Municipal Corporation of Greater Mumbai (hereinafter referred to as the "Said Property") and more particularly described in the schedules hereunder written.

**A. HISTORY OF TITLE**

On perusal of the documents provided to me by the owner, I state that,

1. It appears from the Mutation Entry No. 527 dated 15 September 1966 that Pratapsinh Shoorji Vallabhdas and Fifteen others were the owners / holders of and otherwise well and sufficiently entitled to extensive tract of lands situated at revenue Villages Kanjur, Nahur and Bhandup situated in the Bombay Suburban District including land bearing Survey No. 54 (part).
2. It appears that the aforesaid sixteen co-owners were collectively known and referred to as Bhandup Estate and were mentioned in the revenue records by different names i.e. "Bhandup Estate", " Khot Bhandup Estate", " Bhandup Khot", "Trustee Estate Holder Bhandup", Ratansey Karsondas and 16 Ors", "Mathuradas Vissanji and Ors." Etc.
3. It appears from the Mutation Entry Nos. 1054 and 1055 both dated 29 November 2013 that presently Bhandup Estate comprises of (1) Pratapsinh Shoorji Vallabhdas, (2) Dilipsinh Shoorji Vallabhdas, (3) Damyanti Virji, (4) Kalyanji alias Arunkumar Purshottam, (5) Vasant Kumar Purshottam, (6)



Saraswati Prahladrai Kheraj, (7) Damyanti Liladhar Kanji, (8) Jayalaxmi Gopalji Virji Ganatra, (9) Raja Babulal Majethia and, (10) Jaisinh Vithaldas.

4. It appears that one Jagannath Patil was an agriculturalist cultivating land bearing Survey No. 54/1 and his name reflected in the other rights column of the 7/12 extracts pertaining to the same. It further appears from Mutation Entry No. 771 dated 12 February 1979 that Jagannath Patil died on or about 10 June 1959 and the names of his legal heirs were recorded in the column of other rights in his place viz. Janabai Jagannath Joma Patil (widow) and Jaywant Jagannath Patil (son).
5. By an order dated 2 September 1968 passed by the Court of the Commissioner, Bombay Division, Bombay set aside the orders passed by the Mamlatadar, Borivali and the District Deputy Collector, Bombay Suburban District in appeal in the Revision Applications and directed that the mutation entries affected and certified in pursuance of those orders be cancelled. The aforesaid order dated 2 September 1968 further records that :
6. Jaywant Jagannath Patil was a tenant of Bhandup Estate and not an inferior holder of the land.
7. Village Nahur is surveyed and settled and Bhandup Estate was reflected as the occupant and the applicants therein including Jaywant Jagannath Patil reflect as tenants in the relevant record of rights.
8. Being aggrieved by the order dated 2 September 1968, Jaywant Jagannath Patil filed revision / review application before the Officer on Special Duty (Appeals and Revisions) Revenue and Forests Department, Mantralaya. By order dated 10 November 1981 passed by Officer on Special Duty (Appeals and Revisions) Revenue and Forests Department, Mantralaya the aforesaid revision application was dismissed.



9. It appears that by an Agreement for sale dated 10 October 1970 made and executed between (1) Janabai Patel (widow of Jagannath Joma Patil) and (2) Jaywant Jagannath Patil, therein referred to as the Vendors of the One Part and (1) Vasant Pandurang Vaity, (2) Anant Pandurang Vaity, (3) Vasudev Pandurang Vaity, and (4) Chandrakant Pandurang Vaity therein referred to as the Purchasers of the Other Part, the Vendors therein agreed to sell, transfer and convey unto and in favour of the Purchasers therein all their respective share, right, title and interest in all that piece and parcel of vacant agricultural land bearing Survey No. 54 /1 /A ( part) out of C.T.S. Nos. 761 and 764 admeasuring 10,054 sq.mtrs. or thereabouts equivalent to 2 acres, 22 gunthas and 4 annas or thereabouts of Village Nahur ( hereinafter referred to as the " Said Larger Property) on the terms and conditions mentioned therein. We have not been furnished with a copy of the Agreement for Sale dated 10 October 1970. However, the reference thereof has been obtained from the Indenture dated 8 September 1974, referred hereinafter.
10. It appears that by an Agreement for Sale dated 20 September 1971 made and executed between Vasant Pandurang Vaity and three Ors., therein referred to as Vendors of the One Part and Gajanan Ganpat Patil, therein referred to as Purchaser of the Other Part, the Vendors therein agreed to sell and the Purchaser therein agreed to purchase the said Larger Property for the consideration and on the terms and conditions mentioned therein. We have not been furnished with a copy of the Agreement for Sale dated 20 September 1971. However, the reference thereof has been obtained from the Agreement for Sale dated 22 August 1977, referred hereinafter.
11. By an Indenture dated 8 September 1974 made and executed between (1) Janabai Patel (widow of Jagannath Joma Patil) and (2) Jaywant Jagannath Patil, therein collectively referred to as Vendors of the One Part and (1) Vasant



Pandurang Vaity, (2) Anant Pandurang Vaity, (3) Vasudev Pandurang Vaity, and (4) Chandrakant Pandurang Vaity, therein collectively referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1777 of 1974, the Vendors therein claiming to be owners of the said Larger Property, transferred and conveyed unto and in favour of Purchasers therein all their respective right, title and interest in the said Larger Property on the terms and conditions and in the manner mentioned therein. The aforesaid Indenture dated 8 September 1974 inter alia states that according to village records of the Revenue Department and City Survey Department, Ratansey Karsondas and Ors., the proprietors of Bhandup Estate are the owners of the Said Larger Property and the Vendors therein are the Agricultural tenants in respect of the said Larger Property and that the Vendors are unable to remove the claim of Khots of Bhandup over the said Larger Property and clear the village records of the Revenue Department and City Survey Department in respect of the said Larger Property and the get the same transferred / mutated in their names. Under the aforesaid Indenture, the entire consideration was paid by the Purchasers therein and the Purchasers therein were handed over free, vacant and peaceful possession of the said Larger Property. The names of Vasant Pandurang Vaity and three Others were also mutated were also mutated in the order rights column in the 7/12 extract pertaining to Survey No. 54, Hissa No. 1/A (part) by Mutation Entry No. 772 dated 12 February 1979.

12. It appears that by an Agreement for Sale dated 2 November 1974 made and entered into between the Gajanan Ganpat Patil, therein referred to as the Vendor of the One Part and Vidyadevi Harishankar Jindal and Anr., therein referred to as the Purchasers of the Other Part, the Vendors therein agreed to sell to the Purchasers therein, the said Larger Property for the consideration and on the terms and conditions mentioned therein. We have not been



- furnished with Copy of the Agreement For Sale dated 2 November 1974, However, the reference thereof has been obtained from the Agreement for Sale dated 22 August 1977 referred hereinafter.
13. It appears that thereafter by an Agreement for Sale made and entered into between Vidyadevi Harishankar Jindal and Anr. therein referred to as the Vendors of the One Part and M/s Singh Auto Service therein referred to as Purchasers of the Other Part, the Vendors therein agreed to sell a portion of the said Larger property admeasuring 1000 sq.yds. or thereabouts equivalent to 836.10 sq.mtrs. (Hereinafter referred to as the "Said Plot A") to the Purchasers therein for the consideration and on the terms and conditions contained therein. It appears that M/s. Singh Auto Service were put in possession of the said Plot A. We have not been furnished with a copy of the aforesaid Agreement for Sale. However, the reference thereof has been obtained from the Agreement for Sale dated 22 August 1977, referred hereinafter.
14. It appears that thereafter, the aforementioned Agreement for Sale dated 2 November 1974 was cancelled by the parties thereto on 25 January 1977. We have not been furnished with copy of the agreement / document under which the Agreement for Sale dated 2 November 1974 was cancelled and terminated by the parties thereto. However, the reference thereof has been obtained from the Agreement for Sale dated 22 August 1977, referred hereinafter.
15. By an Agreement for Sale / Articles of Agreement dated 22 August 1977 made and executed between Gajanan Ganpat Patil, therein referred to as Vendor of the First Part and M/s. Singh Auto Service, therein referred to as Purchasers of the Second Part, the Vendor therein agreed to sell to the Purchasers therein, the said Plot A for the consideration and on the terms and conditions as mentioned therein. The said Plot A was described in the Second Schedule



therein and referred to as 'Plot No. A' out of Survey No. 54 (part) corresponding to C.T.S. No. 764 (part) of Village Nahur. The aforesaid Agreement for Sale inter alia records that the said Plot A is out of the ex-khoti lands of Bhandup Estate and that Vendor therein shall obtain a No objection Certificate from Bhandup Estate or execute a Deed of Release of their right, title and interest in the Said Plot A in favour of the Purchasers therein before the completion of the sale and that the Purchasers therein are in possession of the Said Plot A and that they shall hold the said Plot A on lease as lessees of the said Plot A for total period of 9 (Nine) Years from the date of execution of the Agreement for Sale dated 22 August 1977 on the terms and conditions contained therein. During the lease period of 9 (Nine) years, the sale of the said Plot A will be completed by the Vendor therein at any time at the option of the Purchasers therein. It was further agreed between the parties thereto that the Vendor therein will separately enter into a Deed of Lease with the Purchasers therein along with Vasant Pandurang Vaity and three Ors. For the purpose of recording the aforesaid lease period of 9 (nine) years in respect of the Said Plot A.

16. It appears that by an Agreement for Sale dated 25 August 1977 made and executed between (1) Vasant Pandurang Vaity, (2) Anant Pandurang Vaity, (3) Vasudev Pandurang Vaity, and (4) Chandrakant Pandurang Vaity, therein collectively referred to as the Lessors of the first part; Gajanan Ganpat Patil, therein referred to as the Confirming Party of the Second Part and M/s. Singh Auto Service, therein referred to as Lessees of the Third Part, the lessee therein agreed to grant lease of the said Plot A to M/s. Singh Auto Service, for the Period of 9 (nine) years at or for the rent reserved there under and on the terms, conditions and covenants contained in the draft Deed of Lease annexed thereto. The aforesaid Agreement for Lease dated 25 August 1977 inter alia stated that the parties thereto will execute and register the draft Deed of Lease



annexed thereto which within a period of 1 (One) month from the date of sanction by the Competent Authority under the provisions of the Urban Land ( Ceiling and Regulation ) Act, 1976 ( "ULC Act" ). We have not been furnished with an executed copy of the Agreement for Lease dated 25 August 1977, however, a typed copy of the same was provided to us and the reference thereof has been obtained from the exhibits of the plaint of Suit No. 2992 of 1984, referred hereinafter.

17. By an Agreement for Sale dated 4 February 1979 made and executed between Gajanan Ganpat Patil, therein referred to as the First Vendor of the First Part; (1) Vasant Pandurang Vaity, (2) Anant Pandurang Vaity, (3) Vasudev Pandurang Vaity, and (4) Chandrakant Pandurang Vaity, therein referred to as the Second Vendors of the Second Part and M/s. Singh Auto Service, therein referred to as Purchasers of the Third Part, the First Vendor and the Second Vendors therein agreed to sell to Purchasers therein, a portion of the said Larger Property, therein referred to as Plot D bearing Survey No. 54 (Pt) corresponding C.T.S. No. 764 (pt) admeasuring 1000 sq.yds. equivalent to 836.10 sq.mtrs. situated at Village Nahur ( hereinafter referred to as the "Said Plot D" ) on the terms and conditions as mentioned therein. The aforesaid Agreement for Sale dated 4 February 1979 inter alia records that the plot of the land is out of the ex-khoti lands of Bhandup Estate and that the First Vendor has obtained letter of consent from the Bhandup Estate for release of their right, title and interest in the said Plot D in favour of the Purchaser therein. A letter dated 2 February 1979 is annexed to the Agreement for Sale dated 4 February 1979, which is addressed to inter alia to M/s. Singh Auto Service by the manager of Bhandup Estate, Mr. Mahendra Mehta which inter alia states that Bhandup Estate is agreeable to convey its right, title and interest in respect of the said Larger Property bearing Survey No. 54 corresponding to C.T.S. Nos 761 and 764 on completion of requirements and the terms and conditions mentioned therein.



18. It further appears that by Mutation Entry No. 775 dated 2 March 1979, the name of M/s. Singh Auto Service was recorded in the column of other rights in the 7/12 extract in respect of said Plot A and the said Plot D by the virtue of the aforesaid agreements dated 22 August 1977 and 4 February 1979.
19. It appears that (1) M/s. Singh Auto Service (2) Inder Singh Kohli and (3) Jagdev Singh Kohli filed Suit No. 2992 of 1984 in the Hon'ble High Court of Bombay against (1) Gajanan Ganpat Patil (2) Vasant Pandurang Vaity, (3) Anant Pandurang Vaity, (4) Vasudev Pandurang Vaity, and (5) Chandrakant Pandurang Vaity, praying inter alia for (a) declaration that Agreement for Sale dated 22 August 1977, Agreement for Lease dated 25 August 1977 and the Agreement for Sale dated 4 February 1979 are subsisting and binding upon the Defendants therein and the Defendants therein are bound and liable to specifically perform the same; and (b) the Defendants therein be ordered and decreed and directed to specifically perform the three aforesaid Agreements and to do all acts, deeds, matters and things necessary and requisite in that behalf.
20. It appears that by an application dated 20 May 1986 bearing Ref. No. ULC / S-477 / MC / IC / GAD, M/s. Singh Auto Service had applied for exemption under Section 20 of the ULC Act for land admeasuring 1,672.25 sq.mtrs. forming part of Survey No.54 corresponding to C.T.S. Nos.761 and 764 of Village Nahur.
21. By an order dated 20 June 1986, bearing Ref. No. ULC/ S-477/ MCC / 27618/ DC / GAD passed by the Government of Maharashtra, General Administration Department, the land admeasuring 1,672.25 sq. mtrs. Forming part of Survey No.54 corresponding C.T.S. Nos. 761 and 764 of Village Nahur held by M/s. Singh Auto Service was exempted under Section 20 (1) of the ULC Act on the terms and conditions more particularly mentioned therein. Under the aforesaid order dated 20 June 1986, It was stated that the exemption of the vacant land





from the provisions of the ULC Act are subject to inter alia the following conditions:

22. The land exempted shall be used by M/s. Singh Auto Service for its own benefits for the purpose of industry and for no other purpose. Any change in user of the land shall amount to breach of the conditions :
23. M/s. Singh Auto Service shall construct a building on the exempted land to be commenced within one year from the date of the aforesaid order and in case any part of the exempted land remains unutilized then exemption for that particular part shall deemed to have been withdrawn as per the time frame mentioned there under.
24. Notwithstanding anything contained in any of the preceding clause of order, if M/s. Singh Auto Service desire to transfer the exempted land ( with building thereon, if any) to any other person, by way of sale, mortgage, gift, lease or otherwise they shall apply to the State Government for prior permission before such transfer.
25. By an articles of Agreement dated 16 October 1987 made and executed between M/s. Singh Auto Service, therein referred to as the Vendors of the One Part and (1) Neelam J Mookhey and (2) Shashibala N Malik therein referred to as Purchasers of the Other Part, the Vendor therein agreed to transfer and assign the benefit of the Agreement for Sale dated 4 February 1979 and the Order dated 20 June 1986 in respect of the said Plot D in favour of the Purchasers therein on the terms and conditions as mentioned therein. The aforesaid Articles of Agreement dated 16 October 1987 inter alia records that the balance consideration shall be paid by the Purchasers therein to the Vendors therein upon disposal of Suit No. 2992 of 1984 filed before the Hon'ble High Court at Bombay, when the Vendors therein shall hand over possession of the said Plot D with the structures standing thereon in favour of



the Purchasers therein, their nominees or assigns including a Cooperative Premises / Industrial Housing Society Limited or a Private Limited Company, that may be formed. The aforesaid Articles of Agreement dated 16 October 1987 further records that on the necessary building plans being approved and sanctioned by the Municipal Corporation, the Purchasers therein shall be entitled to enter upon the said Plot D as licensees with full right of development and/or construction to be carried out and to sell the tenements comprised in the building to be constructed.

26. By an Ex-parte order dated 21 June 1988 passed by the Hon'ble High Court of Bombay in Suit No. 2992 of 1984, it was declared that the said agreements are valid, subsisting and binding upon the Defendants therein and that the Defendants therein are bound and liable to specifically perform the same;
27. Ordered and declared that the Defendants therein shall specifically perform the said Agreements and do all acts, deed, matters and things necessary and requisite in that behalf and that the Defendants therein shall execute the conveyance within 12 (twelve) weeks from the date of service of order upon the Defendants therein, failing which the Prothonotary and Senior Master of the Hon'ble Bombay High Court shall execute the conveyance in favour of the judgment debtor therein.
28. By an order dated 22 July 1988 passed by the Hon'ble High Court of Bombay in Suit No. 2992 Of 1984, on an application for speaking to the minutes, the aforementioned Order dated 21 June 1988 was modified to include that the Prothonotary and Senior Master shall execute the conveyance in favour of the Judgment debtor on failure of the Defendants therein to execute conveyance within 12 (twelve) weeks from the date of service of the Order dated 21 June 1988 by the Plaintiff's attorneys to the Defendants therein under certificate of



posting. Pursuant to the aforesaid orders, the decree was drawn up accordingly.

29. By the Deed of Conveyance dated 30 January 1989 made and entered into between (1) Vasant Pandurang Vaity, (2) Anant Pandurang Vaity, (3) Vasudev Pandurang Vaity, and (4) Chandrakant Pandurang Vaity, therein collectively referred to as the Vendors of the First Part, Gajanan Ganpat Patil, therein referred to as Confirming Party of the Second Part (the Vendors and the Confirming Party through the Additional Prothonotary and Senior Master, High Court, Bombay, Shri Shreekrishna Purshottam Jog) and M/s. Singh Auto Service, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. S-BBJ-19 of 1989, the Vendors therein conveyed and the Confirming Party confirmed the same in favour of the Purchasers therein all right, title and interest in the said Plot A and the said Plot D each admeasuring 1,000 sq.yards, equivalent to 836.10 sq.mtrs. forming part of Survey No. 54 (part) of Village Nahur for the consideration and on the terms and conditions mentioned therein.
30. By a Deed of Retirement cum Partnership dated 15 May 1990 made and entered into between (1) Inder Singh Kohli, (2) Satnam Singh Kohli, (3) Jaydev Singh Kohli, therein collectively referred to as the Continuing Partners; (1) Upkar Singh Kohli, (2) Master Gurdeep Singh Kohli, ( through his father and natural guardian Jagdev Singh Kohli,) therein collectively referred to as the Retiring Partners of the Second Part, it was inter alia agreed that the Retiring Partners therein have voluntarily retired from M/s. Singh Auto Service with effect from 1 April 1990 and that the Continuing Partners shall continue the business under the name and style of M/s. Singh Auto Service. The names of Satnam Singh, Inder Singh and Jagdev Singh were also recorded in the column



of other rights in the 7/12 extract for the area of the said Plot A and the said Plot D by Mutation Entry No. 997 dated 4 May 2007.

31. It appears from the Gazette notification of the Urban Development Department Dated 15 April 1993, the Government of Maharashtra in exercise of the powers conferred under the Maharashtra Regional and Town Planning Act, 1966 sanctioned the draft development plan of "T" Ward subject to modifications more particularly stated in the schedule thereto and fixed 13 July 1993 as the date when the final development plan shall come into force. The schedule thereto inter alia mentions that 'Land bearing C.T.S. Nos. 764 (Part), 767 (Part) of Village Nahur admeasuring about 5,852 sq.mtrs. is deleted and included in I-3 Zone and rest of the land i.e. 11,323 sq. mtrs. is retained as playground.
32. It appears that M/s. Singh Auto Service on 7 October 2004 applied to the office of the Collector, Mumbai Suburban District, for sub-division / amalgamation of C.T.S Nos. 761 and 764 (part) of Village Nahur in respect of the said Plot A and the said Plot D. By an order dated 18 March 2005 of the Collector, Mumbai Suburban District, it was directed that C.T.S Nos 761 and 764 (part) be subdivided. Out of C.T.S No. 761 an area of 241.90 sq. mtrs and out of C.T.S No. 764 (part) an area of 1,430.20 sq.mtrs. thus aggregating to 1,672.10 Sq.mtrs was sub-divided as belonging to M/s. Singh Auto Service. It further appears that a portion of a land admeasuring 151.26 sq.mtrs. was reserved for the purpose of Development Plan Road under the aforesaid Order dated 18 March 2005.
33. It appears that an application was filled by M/s. Singh Auto Service through its partners viz. (1) Inder Singh Kohli, (2) Satnam Singh Kohli, (3) Jaydev Singh Kohli, against (1) Pratapsingh Soorji Vallabhdas, (2) Dilipsingh Soorji Vallabdas, (3) Rukshmani Purshottam, (4) Saraswati Prahaldrai, (5) Arunkumar



Purshottam, (6) Vasantkumar Purshottam, (7) Jailaxmi Gopal Virji, (8) Manibai Virji, (9) Damyanti Virji, (10)Gopal Virji, (11) Bachubai Purshottam, (12) Vasudev Pandurang Vaity and (13) Chandrakant Pandurang Vaity before the Tahsildar, Kurla (Mulund) who inter alia sanctioned Mutation Entry No. 994 dated 16 August 2006 whereby the name of M/s. Singh Auto Service was recorded in other rights column of the 7/12 extracts in respect of Survey No.54 / 1 (part) / A.

34. By an order dated 31 January 2007 bearing Ref. No. TH/Kurla/H/S.R.12/06 passed by the Tehsildar, Kurla (Mulund), the Tehsildar inter alia, Sanctioned Mutation Entry No. 994 date 16 August 2006.
35. (1) Shashibala N. Malik and (2) Neelam Jagdish Mookhey filed Suit No. 473 of 2006 in the Hon'ble High Court of Bombay, against (1) M/s. Singh Auto Service (2) Satnam Singh Kohli, (3) Inder Singh Kohli (4) Jagdev Sinhg Kohli, Praying inter alia for (i)a declaration that the Articles of Agreement dated 16 October 1987 is valid and subsisting between the Plaintiffs and Defendants therein and (ii) the decree and order directing the Defendants therein to specifically perform the Articles of the Agreement dated 16 October 1987. A Notice of Motion bearing no.502 of 2006 was preferred in the aforesaid Suit No. 473 of 2006 by Shashibala N Malik and Neelam Jagdish Mookhey for seeking ad-interim reliefs. By an order dated 20 February 2006, the Hon'ble High Court refused to grant ad-interim reliefs and made the motion returnable in due course. In the written statement filed By M/s. Singh Auto Service, it was contended that the Articles of Agreement dated 16 October 1987 was terminated.
36. In the Suit No. 473 of 2006, a preliminary issue as to whether the suit is barred by the law of limitation was framed on 6 February 2009. By an order dated 8 April 2009, the preliminary issue of the limitation came to be decided and the



Suit No. 473 of 2006 was dismissed and consequently the Notice of Motion therein disposed off.

37. (1) Shashibala N. Malik and (2) Neelam Jagdish Mookhey thereafter filed Appeal No. 261 of 2009 against order dated 8 April 2009. By an order dated 10 July 2009 the appeal was partly allowed, restoring the Suit No. 473 of 2006 and clarifying that the issue of limitation as framed on 6 February 2009 be considered after recording the evidence. The dismissal of Notice of Motion for interim reliefs was however upheld. The aforesaid Suit No. 473 of 2006 and the preliminary issue of limitation is still pending in the Hon'ble High Court of Bombay.
38. Pratapsinh Shoorji Vallabhdas and Dilipsinh Shoorji Vallabhdas ( two of the co-owners of Bhandup Estate) filed the Suit No. 3163 of 2007 in the Hon'ble High Court of Bombay, inter alia against Jaywant Jagannath Patil, Vasant Pandurang Vaity, Anand Pandurang Vaity, Vasudeo Pandurang Vaity, Chandrakant Pandurang Vaity, Gajanan Ganpat Patil, M/s. Singh Auto Service, Partners of M/s. Singh Auto Service being Satnam Singh, Inder Singh, Jaydev Singh, Gurdip Singh and Upkar Singh, praying inter alia that the Indenture dated 8 September 1974 and Agreements for sale dated 22 August 1977 and 4 February 1979 be cancelled and also declaration that the ex-parte decree dated 21 June 1988 passed in Suit No. 2992 of 1984 was obtained by practicing fraud and therefore null and void. By an Ad-interim order dated 14 December 2007 passed in Notice of Motion No. 4311 of 2007 in Suit No.3163 of 2007, the Hon'ble High Court of Bombay directed that the Defendants to the aforesaid Suit maintain status quo. The other co-owners of Bhandup Estate were also joined as Defendant Nos. 13 to 21 in the aforesaid Suit No.3163 of 2007.
39. On 14 September 2010, Certain Parties to Suit No.3163 of 2007 i.e. Pratapsinh Shoorji Vallabhdas, Dilipsinh Shoorji Vallabhdas (Plaintiffs therein) and M/s.



Singh Auto Service, partners of M/s. Singh Auto Service i.e. Satnam Singh Kohli, Inder Singh Kohli and Jaydev Singh Kohli (Defendant Nos. 7 to 10) arrived at Consent Terms and M/s. United Enterprises and its partners Chetan Shah and Sonal Shah were newly added as Defendant Nos. 22 to 24 in the Consent Terms. The Consent Terms were taken on record by Order dated 16 September 2010 of the Hon'ble High Court and the aforesaid Suit No.3163 of 2007 as against Defendant Nos. 1 to 6 and 11 to 21 was allowed to be withdrawn. Notice of Motion No. 4311 of 2007 was allowed to be withdrawn under the Consent Terms. By the aforesaid Order, the aforesaid Suit No.3163 of 2007 as against Defendant Nos. 1 to 6 and 11 to 21 was allowed to be withdrawn. Notice of Motion No. 4311 of 2007 was also allowed to be withdrawn. Under the Consent Terms it was agreed and declared that the Pratapsinh Shoorji Vallabhdas and Dilipsingh Shoorji Vallabhdas are co-owners of the said property. However, M/s. Singh Auto Service and its partners are in possession of the said property. It was agreed that M/s. United Enterprises has agreed to purchase the rights and interest of M/s. Singh Auto Service and Pratapsinh Shoorji Vallabhdas and Dilipsingh Shoorji Vallabhdas, of whatsoever nature in the said Property and that they shall be entitled to get conveyance of the said Property on payment of the amounts mentioned therein.

40. As agreed under the Consent Terms, by a Development Agreement dated 14 October 2010 executed between M/s. Singh Auto Service. Therein referred to as Singh Auto of the First Part; and Pratapsinh Shoorji Vallabhdas and Dilipsingh Shoorji Vallabhdas, therein referred to as Vallabhdas of the Second Part and M/s. United Enterprises, therein referred to as the Developers of the Third Part and registered with office of Sub-Registrar of Assurances at Mumbai under Serial No.7909 of 2010, M/s. Singh Auto Service granted development rights in favour of M/s. United Enterprises in respect of the said Property on the terms and conditions mentioned therein.



41. Thereafter, Satnam Singh Kohli, Inder Singh Kohli and Jagdev Singh Kohli as Partners of M/s. Singh Auto Service executed an Irrevocable Power of Attorney dated 14 October 2010 in favour of Chetan Shah and Sonal Shah being partners of M/s. United Enterprises. The aforesaid Power of Attorney dated 14 October, 2010 was executed by Satnam Singh Kohli, Inder Singh Kohli and Jagdev Singh Kohli in favour of M/s. United Enterprises for the purpose of authorizing them to do various acts, deeds and things for development of the said Property. The Power of Attorney is registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No.BDR-7/07910 of 2010 on 19 October 2010.
42. The entire payment as agreed under the Consent Terms and Development Agreements has been made by M/s. United Enterprises to M/s. Singh Auto Service and M/s. Singh Auto Service and its partners have also handed over the possession of the said Property to M/s. United Enterprises.
43. By and under the separate Deed of Conveyance dated 1 October 2011 made and executed between (1) Pratapsinh Shoorji Vallabhdas , (2) Dilipsinh Shoorji Vallabhdas, (3) Jyotsna (widow of Vikramsinh Shoorji Vallabhdas), (4) Damyanti Virji, (5) kalyanji alias Arunkumar Purshottam, (6) Vasant Kumar Purshottam, (7) Sarswati Prahladrai Kheraj, (8) Damyanti Liladhar Kanjji, (9) Jaylaxmi Gopalji Ganatra, (10) Raja Babulal Majethia, (11) Chandika Rameshkumar Kutchi, (12) Divya Rajendra Kutchi, (13) Heena Rashmikant Karia, (14) Bhavna Vasant Daiya, (15) Jyoti Dharmesh Gandha, (16) Jaisinh Vithaldas, i.e. Bhandup Estate, therein referred to as the Vendors of the One Part (through its Constituted Attorney Matrix Waste Management Pvt. Ltd. appointed under the Irrevocable Power of Attorney dated 9 June 2011) and M/s. United Enterprises through its partner Mrs. Sonal Shah, therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances at Kurla No.33 under





Serial No.BDR-13-09438/4/2011, the Vendors therein sold, transferred and conveyed all their share, right, title, interest and claims in the said property of M/s. United Enterprises for the consideration and on the terms and conditions mentioned therein.

44. (1) Pratapsinh Shoorji Vallabhdas, (2) Dilipsinh Shoorji Vallabhdas, (3) Jyotsna (widow of Vikramsinh Shoorji Vallabhdas), (4) Damyanti Virji, (5) kalyanji alias Arunkumar Purshottam, (6) Vasant Kumar Purshottam, (7) Sarswati Prahladrai Kheraj, (8) Damyanti Liladhar Kanjji, (9) Jaylaxmi Gopalji Ganatra, (10) Raja Babulal Majethia, (11) Chandika Rameshkumar Kutchi, (12) Divya Rajendra Kutchi, (13) Heena Rashmikant Karia, (14) Bhavna Vasant Daiya, (15) Jyoti Dharmesh Gandha, (16) Jaisinh Vithaldas, i.e. Bhandup Estate have also executed an irrevocable Power of Attorney dated 29 November 2011 in favour of M/s. United Enterprises through its partner Sonal Shah and authorized representative Kaivalya Shah and registered with the office of Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR-13-09439 of 2011, inter alia for doing such acts and things in respect of the said property as more particularly mentioned therein.

45. By a Deed of Rectification dated 27 February 2012 made and executed between Pratapsinh Shoorji Vallabhdas and Ors. Therein referred to as the Vendor of the First Part (through its Constituted Attorney Matrix Fiscal Ltd. appointed under the Irrevocable Power of Attorney dated 9 June 2011) and M/s. United Enterprises, therein referred to as the Purchasers of the Second Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-13/1443 of 2012, the parties therein rectified the Deed of Conveyance dated 1 October 2011 by Substituting the incorrect irrevocable Power of Attorney dated 9 June 2011 made in favour of Matrix Waste Management Pvt Ltd. (Which was erroneously annexed to the Deed of



- Conveyance dated 1 October 2011) with the correct Irrevocable Power of Attorney dated 9 June 2011 made in favour of Matrix Fiscal Ltd.
46. By Mutation Entry No. 1028 dated 18 June 2012, the name of M/s. United Enterprises has been mutated in the other rights column of the 7/12 extract of Survey No. 54/1 (Part)/A admeasuring 1,672.20 sq.mtrs as the Holder / Kabjedar and the name of Ratansey Karasondas and Ors. have been deleted. In the other rights column of the 7/12 extract, the fact the M/s. Singh Auto Service have entered into Development Agreement with M/s. United Enterprises has also been mentioned.
47. It appears that M/s. United Enterprises on 17 February 2011 applied to the Office of Collector, Mumbai Suburban District for amalgamation of C.T.S. Nos. 761/B and 764/4/A (part) of Village Nahur in respect of Said Plot A and Said Plot D. By an Order dated 29 November 2013 of the Collector, Mumbai Suburban District, it was directed that C.T.S. Nos 761/B and 764/4/A (Part), aggregately admeasuring 1,672.20 sq.mtrs. be amalgamated together as belonging to M/s. United Enterprises. It further appears that a portion of land admeasuring 188.63 sq.mtrs was reserved for the purpose of a Development Plan Road under the aforesaid order dated 29 November 2013.
48. Thereafter, it appears that new property register cards were opened for(i) C.T.S. No. 764/4A/1 for an area of 1,483.60 sq.mtrs.(i.e. the said Property) belonging to M/s. United Enterprises as owner thereof and (ii) C.T.S. No 764/4A/2 for an area admeasuring 188.60 sq.mtrs for Development Plan Road setback.
49. Thus it appears that M/s. United Enterprises is entitled to land bearing Survey No 54/1 (part)/A corresponding to C.T.S. Nos. 764/4A/1 admeasuring 1,483.60 Sq.Mtrs of Village Nahur, Taluka Kurla, District Mumbai Suburban, Registration District and Sub-District of Mumbai City and Mumbai Suburban District.



**B. OTHER HISTORY**

1. It appears that by a letter dated 3 October 2004, addressed by D.M.Consultants of the Municipal Corporation of Greater Mumbai ("MCGM") D.M.Consultants inter alia applied for change of user from Special Industrial Zone (I-3) to local Commercial (C-1) for land bearing C.T.S. No 761 (Pt) and 764 (Pt) of Village Mulund at Mulund (W).
2. By letter dated 1 January 2005 bearing no. CHE/1350/DPES addressed by the Chief Engineer ( Development Plan), MCGM to D.M.Consultants, MCGM that the request to allow local commercial user (C-1) on the industrial zone land bearing C.T.S. Nos. 761 (Pt) and 764 (Pt) of Village Mulund at Mulund (W). subject to compliance of terms and conditions contained therein.
3. From Development Plan remarks dated 12 August 2010 bearing Ref. No. CHE/2402/DPES/T issued by the MCGM to Matrix (Architect) in respect of land bearing C.T.S. Nos. 761/B and 764/4A of Nahur Village it inter alia appears that the (1) user of the land is Special Industrial Zone (I-3), (2) reservation of play ground is affecting the land and (3) D.P.Road of 45.7 meters affects the land.
4. By intimation of disapproval dated 10 January 2011 bearing Ref. No. CE/5120/BPES/AT issued by MCGM to M/s. United Enterprises, MCGM inter alia stated that MCGM cannot approve of the building or work proposed to be erected or executed on land bearing C.T.S. Nos. 761/B and 764/4A (Part) of Village Nahur situated at Goregaon Mulund Link Road, Mulund Subject to the compliance of the conditions more particularly stated therein.
5. By an application dated 17 February 2011 addressed by M/s. United Enterprises to the Collector, Mumbai Suburban District, M/s. United Enterprises applied for grant of Non-Agricultural Permission in respect of the said Property.



6. By letter dated 11 July 2011 issued by the MCGM to M/s. United Enterprises, MCGM inter alia granted Commencement Certificate/ Building Permit to erect a building on land bearing C.T.S. Nos. 761/B and 764/4A (part) of village Nahur situated at Goregaon, Mulund, T-ward Subject to Terms and Conditions contained therein.
7. By letter dated 17 December 2012 bearing Ref. No. CHE/25799/DPES addressed by MCGM to Santosh Dubey of M/s. Matrix, MCGM inter alia informed M/s. Matrix that their application for change of user for Special Industrial Zone (I-3) to local Commercial (C-1) for land bearing C.T.S. No. 761/B and 764/4A (pt) of Village Nahur at Mulund Goregoan Link Road, Mulund (W) Subject to the compliances of the terms and conditions more particularly stated therein.
8. By an order dated 8 November 2013 and Corrigendum dated 5 May 2014 both bearing Ref. Nos. C/Desk-2D/LND/NAP/SRK-1583 passed by the collector, Mumbai Suburban District to M/s. United Enterprises, whereby the Collector inter alia granted Non- Agricultural Permission / regularized N.A. use for commercial purpose in respect of the said Property, subject to the terms and conditions more particularly stated therein.

**C. LITIGATION**

Arun Narayan Patil and Vinod Narayan Patil legal heirs of Narayan Manik Patil filed the Suit No. 844 of 2016 in the Hon'ble High Court of Bombay, inter alia against United Enterprises, M/s. Singh Auto Service, Pratapsinh Shoorji Vallabhdas, Dilipsingh Shoorji Vallabhdas, Vasudeo Pandurang Vaity, Chandrakant Pandurang Vaity, Gajanan Ganpat Patil and Municipal Corporation of Greater Mumbai praying that the Consent terms arrived between United Enterprises, M/s. Singh Auto Service, Pratapsinh Shoorji Vallabhdas, Dilipsingh Shoorji Vallabhdas in Suit No. 3163 of 2007 dated 14<sup>th</sup> September, 2010 are



null, void-ab-intio and in any event not binding upon Arun Narayan Patil and Vinod Narayan Patil the Plaintiffs therein and Judgment and order passed by Hon'ble Court dated 16 September 2010 passing the decree in terms of Consent Term in Suit no 3163 of 2007 be also recalled and/or set aside. and also set aside the agreement dated 22nd August 1977, 25th August 1977 and 4th February 1977 in respect of suit property and other reliefs.

The said suit is a pending before the Hon'ble High Court at Bombay, till this date no adverse order/s are passed against the United Enterprises or any other Defendants therein.

**D. LIEN AND CHARGE**

By indenture of Mortgage dated September 30,2014 executed and entered between Marathon Realty Private Limited (Mortgagor-1), M/s.United Enterprises (Mortgagor-2), and Matrix Fiscal Private Limited (Co- Mortgagor), and Indusland Bank, registered in the Office of Sub- Registrar suburban bearing Serial No. KRL-1-8814-2014 registered on September, 30, 2014. Whereby the United Enterprises had mortgaged with the bank the said Property which is described in the schedule therein and the same is more particularly described in the schedule herein. However, there are no restrictions on the Owners in transferring or selling units/ premises / flats in the said buildings named as EMBLEM to be constructed on the said Property of United Enterprises.

**E. DEVELOPMENT**

The Owner intend to develop the said property which is described in the schedule hereunder written.

Presently we are concern with the title of M/s. United Enterprises. to the development on the land described in the schedule herein under written, consisting of :



EMBLEM – 1 Basement, Ground Floor, One to Three upper floors of parking, 4 th floor for staircase and Lift Lobby, 5 to 25 floor residential floors.

**F. APPROVAL AND SANCTION**

On the application of Matrix (Architect), the Municipal Corporation of Greater Mumbai (MCGM) has sanctioned plans for construction of the buildings mentioned hereinabove consuming required F.S.I. and initially issued IOD bearing No. CE/5120/BPES/AT dated 10th January 2011 to the United Enterprises.

Municipal Corporation of Greater Mumbai (MCGM) has amended sanctioned plans for construction of the buildings on 26<sup>th</sup> September, 2014, 9<sup>th</sup> September, 2014, 15<sup>th</sup> January, 2016, 19<sup>th</sup> August, 2016 and 24<sup>th</sup> November, 2016.

**G. PUBLIC NOTICE**

In order to investigate the title of M/s. United Enterprises and also in order to ascertain that there are no third party claims in respect of the said property, issued two Public Notices both dated 27 may 2014 in Navshakti, a Marathi Daily and Free Press Journal, an English Daily thereby inviting claims from the public at large in respect of the said property.

The Title search was to be taken in the office of Sub-Registrar of Mumbai Suburban have perused of the title Deeds, Documents, Agreements, Orders and Writing Notes of searches from time to time taken at the office of the Talathi City Survey and Sub- Registrar of Assurances at Kurla and Bombay in respect of Said Property.

**H. CERTIFICATION**

Pursuance to Title Search Report dated 8<sup>th</sup> December, 2016 issued by Mr. Vishwas J Daware, the Search-Clerk, I am of the opinion that United Enterprises



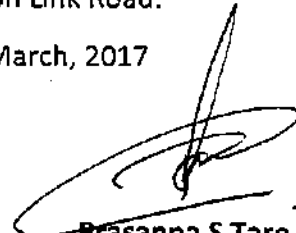
has a clear and Marketable Title over the same and I am therefore, the opinion that the said freehold land (More particularly described in schedules hereunder) is clear and marketable subject to lien of the Bank vide Indenture of Mortgage Deed dated 03/09/2014 and I further certify that the owner is authorized to develop land more particularly described in the schedule hereunder and construct the building to be known as EMBLEM and further certify that the owner is authorized to sell units / Flats / Premises in the said buildings on ownership basis as contemplated by the Maharashtra Ownership Flat Act, 1963.

**SCHEDULE FOR FREEHOLD PROPERTY**  
**MENTIONED HEREINABOVE**

All that piece and parcel of land or ground bearing Survey No 54/1(part)/A, corresponding to C.T.S. No. 764/4A/1 admeasuring 1,483.60 sq.mtrs. of Village Nahur, Taluka Kurla, District Mumbai Suburban, Registration District and Sub District of Mumbai City and Mumbai Suburban District within the limits of "T" Ward of Municipal Corporation Of Greater Mumbai.

On or towards the East : By C.T.S. No. 764 (part);  
On or towards the West : By D-Mart;  
On or towards the North : By C.T.S. No. 764 (part);  
On or towards the South : By 45.7 mtrs Mulund  
Goregaon Link Road.

Dated on this 23<sup>rd</sup> day of March, 2017

  
**Prasanna S Tare**  
**Advocate**