

KMV/ASM/ **634**/2014

REPORT ON TITLE

Re: Land bearing CTS No. 468A admeasuring 4509.6 sq. mtrs. and CTS No. 468C admeasuring 547.2 sq. mtrs. aggregating to 5056.8 sq. mtrs situate lying and being at Borivali, Mumbai.

1. We have been furnished with the following documents and papers relating to the land bearing Survey No. 66 Hissa No. 4(Part) bearing corresponding CTS No. 468 A admeasuring 4509.6 sq. mtrs. and CTS No. 468C admeasuring 547. 2 sq. mtrs. both situate lying and being at Borivali, Mumbai and have prepared this Report on Title assuming that the contents thereof are true and correct:
- (i) Deed of Conveyance dated 27<sup>th</sup> September 1920 made between Sakarlal Ramdas therein referred to as the Vendor of the One Part and Moolji Lakhmidas therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances at Bandra under Serial No. 1522 of 1920.
  - (ii) Mutation Entries bearing No. 489, 614 and 1406.
  - (iii) Papers and proceedings in respect of the Short Cause Suit being Suit No. 2209 of 1962 filed by Ratansi Mulji and Mathuradas Mulji against Bhika Narayan before the Hon'ble Bombay City Civil Court at Bombay.
  - (iv) Certificate of Title dated 7<sup>th</sup> June 1973 issued by Messrs. Divekar and Company, Advocates and Solicitors.
  - (v) Agreement dated 3<sup>rd</sup> July 1981 made between Messrs. Mulji Lakhmidas through its Partner Ratansi Mulji therein referred to as the Vendors of the One Part and Messrs. Seiko Group Associates through its Partner Ghevarchand Nahar therein referred to the Purchasers of the Other Part.
  - (vi) Papers and Proceedings in respect of the Suit being Suit No. 687 of 1982 filed by Bharat Mathuradas against Ratansi Mulji, Dinendra Ratsnsi, Dipka Ratansi and Krishna Kumar Ratansi before the Hon'ble Bombay High Court.
  - (vii) Papers and Proceedings in respect of the Suit being Suit No. 1157 of 1986 filed before the Hon'ble Bombay High Court by Messrs Seiko Group Associates against the Partners of Messrs Mulji Lakhmidas.
  - (viii) Deed of Conveyance dated 7<sup>th</sup> August 2013 made between Messrs Mulji Lakhmidas through its Partners Dinendra Ratansi Bhatia, Dipak Ratansi Bhatia, Krishnakumar Ratansi Bhatia and Usha Ratansi Bhatia therein

referred to as the Vendors of the One Part and Messrs Seiko Group Associates through its Partners Sukhraj B. Nahar, Ajay S. Nahar, Kirtilal M. Shah, Amit K. Shah and Rajesh Citispaces Private Limited therein referred to as the Purchasers of the Other Part and registered with the Office of the Sub-Registrar of Assurances at BVL7-7089 of 2013.

(ix) Search Report of Nilesh Vagal dated 30<sup>th</sup> May 2013.

2.1 We have been given to understand that the land bearing Survey No. 66 Pot No.1 was assigned Survey No.66 Hissa No.4. On going through the Kami Jasta Patra dated 10<sup>th</sup> April 2013, we observe that the land bearing Survey No. 66 Hissa No. 4 has been assigned CTS No. 468.

2.2 It appears that, thereafter, by an Order dated 5<sup>th</sup> June 1992 passed by the City Survey Office at Borivli, the said land bearing CTS No.468 was sub-divided into three parts namely A, B and C.

2.3 This Report on Title is in respect of the lands bearing CTS No.468A which admeasures 4509.6 sq.mtrs or thereabouts and CTS No.468C which admeasures 547.2 sq.mtrs or thereabouts.

2.4 The said lands bearing CTS No.468A admeasuring 4509.6 sq.mtrs or thereabouts and CTS No.468C admeasuring 547.2 sq.mtrs or thereabouts are hereinafter collectively referred to as "the said property" and are more particularly described in the Schedule hereunder written.

3. On perusal of the documents and papers mentioned hereinabove, we observe as under:

3.1 Prior to 27<sup>th</sup> September 1920, one Sakarlal Ramdas was the Owner of the land bearing Survey No. 66 (Part) Pot No. 1 admeasuring 1 Acre 13.5 gunthas equivalent to 6503.75 sq.yards equivalent to 5437.8 sq.mtrs or thereabouts situate lying and being at Borivali, District Thane.

3.2 By a Deed of Conveyance dated 27<sup>th</sup> September 1920 made between Sakarlal Ramdas therein referred to as the Vendor of the One Part and Moolji Lakhmidas therein referred to as the Purchaser of the Other Part and registered with the office of the Sub- Registrar of Assurances at Bandra under Serial No. 1522 of 1920, the said Sakarlal Ramdas granted conveyed sold and transferred the aforesaid land bearing Survey No. 66 (Part) Pot No. 1 admeasuring 1 Acre 13.5 gunthas equivalent to 6503.75 sq.yards equivalent to 5437.8 sq.mtrs or thereabouts ("the said land") in favour of Moolji Lakhmidas at or for the consideration therein mentioned.

3.3 On 29<sup>th</sup> October 1924, the said Moolji Lakhmidas and his wife Bai Manekbai constituted and formed a partnership firm by the name "Messrs Mulji Lakhmidas" ("the firm") and Moolji Lakhmidas introduced the said land as his capital contribution in the said partnership firm and since then the said

land formed a part of the assets of the said partnership firm of Messrs. Moolji Lakhmidas.

- 3.4 We gather that Ratansi Moolji, Mathuradas Moolji and Gordhandas Moolji, were the three sons of Moolji Lakhmidas and Bai Manekbai. The said Ratansi Moolji, Mathuradas Moolji and Gordhandas Moolji, who were then minors were admitted as partners in the said partnership firm of Messrs. Moolji Lakhmidas.
- 3.5 It appears that Gordhandas Moolji, one of the sons of Moolji Lakhmidas died while he was a minor and his share in the partnership devolved on the remaining partners of the firm.
- 3.6 Mutation Entry No. 489 dated 24<sup>th</sup> February 1951 records that the said Moolji Lakhmidas died in the year 1934 and on his death the names of his two sons namely Ratansi and Mathuradas were brought on record.
- 3.7 Mutation Entry No. 614 dated 1<sup>st</sup> March 1955 records the name of one Bhika Narayan as the tenant in respect of the said land.
- 3.8 A Short Cause Suit being Suit No. 2209 of 1962 was filed by Ratansi Mulji and Mathuradas Mulji, against Bhika Narayan before the Hon'ble Bombay City Civil Court at Bombay *inter alia* praying for an Order directing the said Bhika Narayan to quit, vacate and handover to the said Ratansi Mulji and Mathuradas Mulji vacant and peaceful possession of the said land.
- 3.9 On perusal of the Certificate of Title dated 7<sup>th</sup> June 1973 issued by Messrs Divekar and Company, we gather that the said Bai Manekbai died on 25<sup>th</sup> December 1970 leaving behind her, her two sons, Ratansi and Mathuradas as her only heirs and legal representatives as per the law of succession by which she was governed at the time of her death.
- 3.10 Bhika Narayan, the Defendant in the aforesaid Suit No. 2209 of 1962 died and on his death the names of his heirs namely Gomibai Mohan Patel, Somibai Ganabhai Patel and Ramabai Babu Patel were brought on record.
- 3.11 The Parties to the aforesaid Suit No. 2209 of 1962 filed Consent Terms before the Hon'ble Bombay City Civil Court at Bombay. By and under the Consent Terms, Ratansi Mulji and Mathuradas Mulji, the Plaintiffs to the Suit, transferred all their share, right, title and interest in respect of a portion of the said land which portion admeasured 750 sq. yards equivalent to 627.06 sq.mtrs in favour of Gomibai Mohan Patel, Somibai Ganabhai Patel and Ramabai Babu Patel, the Defendants in the Suit. Further, the said Gomibai Mohan Patel, Somibai Ganabhai Patel and Ramabai Babu Patel relinquished their share, right, title and interest in respect of the balance portion of the said land which balance portion has been stated to be admeasuring 6302.94 sq. mtrs equivalent to 7538.5 sq. yards in favour of Ratansi Mulji and Mathuradas Mulji. The aforesaid Consent Terms were sealed under the Seal

of the Registrar Bombay City Civil Court at Bombay by passing a Consent Decree dated 22<sup>nd</sup> September 1980, in the aforesaid Suit.

- 3.12 It may be noted that there is a vast area discrepancy in the area in respect of the land bearing Survey No. 66 Hissa No. 4 as set out herein below.
- 3.13 The Deed of Conveyance executed in the year 1920 refers to the total area of the said land bearing Survey No. 66 Hissa No. 4 as 5437.8 sq.mtrs. The Consent Terms filed in the year 1962 refers to the total area of the land as 6930 sq.mtrs and the Mutation Entry bearing No. 1406 passed in the year 1975 refers to total area of the land as 6879.62 sq.mtrs. Further, the Mutation Entry does not clarify as to whether the area of 6879.62 sq.mtrs includes or excludes the area of 627.06 sq.mtrs transferred in favour of Gomibai Mohan Patel, Somibai Ganabhai Patel and Ramabai Babu Patel under the aforesaid Consent Terms.
- 3.14 Mutation Entry bearing No. 1406 passed on 14<sup>th</sup> January 1975 records that the names of Ratansi Moolji and Mathuradas Moolji were brought on record on the death of Moolji Lakhmidas. Thereafter, Mathuradas Moolji waived off his rights in respect of the said land and the then partners of the said firm were brought on record in respect of the said land.
- 3.15 By an Agreement dated 3<sup>rd</sup> July 1981 made between Messrs Mulji Lakhmidas through its Partner Ratansi Mulji therein referred to as the Vendors of the One Part and Messrs Seiko Group Associates through its Partner Ghevarchand Nahar therein referred to the Purchasers of the Other Part, the said Messrs Mulji Lakhmidas agreed to sell the land bearing Survey No. 66 Hissa No. 4 admeasuring 6900.5 sq. yards equivalent to 5769.69 sq.mtrs in favour of Messrs Seiko Group Associates at or for the consideration and on the terms and conditions contained therein. It may be noted that the area agreed to be sold under the aforesaid Agreement refers to the area of the said land bearing Survey No. 66 Hissa No. 4 as 5769.69 sq.mtrs or thereabouts which does not tally with any of the areas mentioned in Mutation Entry No. 1406 being 6879.62 sq. mtrs.
- 3.16 A Suit being Suit No. 687 of 1982 was filed by Bharat Mathuradas against Rantansi Mulji, Dinendra Ratansi, Dipak Ratansi and Krishna Kumar Ratansi before the Hon'ble Bombay High Court inter alia praying that the Agreement for Sale dated 3<sup>rd</sup> July 1986 made between the said Ratansi Mulji on behalf of the said firm and Messrs Seiko Group Associates is void, illegal and not binding and be set aside. The said Suit was amicably settled by the parties and by an Order dated 15<sup>th</sup> December 2005, the said Suit was disposed of by the Hon'ble Bombay High Court, recording that the parties to the Suit have settled the dispute out of court.
- 3.17 Another, Suit being Suit No. 1157 of 1986 was filed before the Hon'ble Bombay High Court by Messrs Seiko Group Associates against the Partners of Messrs. Mulji Lakhmidas, *inter alia* praying for specific performance of

the aforesaid Agreement dated 3<sup>rd</sup> July 1981 and for other reliefs. The said Suit is still pending hearing and final disposal and on account of change in the pecuniary jurisdiction of the Hon'ble the Bombay City Civil Court, the suit has been transferred to the Hon'ble the Bombay City Civil Court.

- 3.18 The aforesaid Suit No. 1157 of 1986 has been re-numbered as B.C.C.C. Suit No. 8217 of 1986.
- 3.19 As stated in Paragraph No. 2 above, it appears that the land bearing Survey No.66 Hissa No.4 including the portion that was transferred to Gomibai Mohan Patel, Somibai Ganabhai Patel and Ramabai Babu Patel under the aforesaid Consent Terms was assigned CTS No.468. Further, it appears that by an Order dated 5<sup>th</sup> June 1992 passed by the City Survey Officer, Borivali, the land bearing CTS No. 468 was sub-divided into 3 parts namely A, B and C. On the aforesaid sub-division being carried out, the portion of the land admeasuring 4509.6 sq. mtrs was assigned CTS No. 468A and the portion of the land admeasuring 547.2 sq. mtrs was assigned CTS No. 468C. The portion that was transferred to Gomibai Mohan Patel, Somibai Ganabhai Patel and Ramabai Babu Patel under the aforesaid Consent Terms was assigned CTS No.468B.
- 3.20 It may be noted that the property register cards relating to the lands bearing CTS Nos. 468A and 468C do not mention the name of the firm as the Owner of the said lands and the same requires to be done to update the revenue records relating to the said property.
- 3.21 The constitution of the firm Messrs. Moolji Lakhmidas underwent several changes from time to time and Dinendra Ratansi Bhatia, Dipak Ratansi Bhatia, Krishnakumar Ratansi Bhatia and Usha Ratansi Bhatia are the present partners of the said partnership firm Messrs Moolji Lakhmidas.
- 3.22 By a Deed of Conveyance dated 7<sup>th</sup> August 2013 made between Messrs Mulji Lakhmidas through its Partners Dinendra Ratansi Bhatia, Dipak Ratansi Bhatia, Krishnakumar Ratansi Bhatia and Usha Ratansi Bhatia therein referred to as the Vendors of the One Part and Messrs Seiko Group Associates through its Partners Sukhraj B. Nahar, Ajay S. Nahar, Kirtilal M. Shah, Amit K. Shah and Rajesh Citispaces Private Limited therein referred to as the Purchasers of the Other Part and registered with the Office of the Sub-Registrar of Assurances at BVL7-7089 of 2013, the said Messrs Mulji Lakhmidas through its Partners granted, conveyed, sold and transferred the said property comprising of the land bearing CTS No.468A admeasuring 4509.6 sq. mtrs and CTS No.468C admeasuring 547.2 sq. mtrs.in favour of Messrs Seiko Group Associates at or for the consideration therein contained.
- 3.23 By a Supplementary Partnership Deed dated 24<sup>th</sup> August 2013 made between Kirtilal Moolchand Shah, Sukhraj Babulal Nahar, Amit Kirtilal Shah, Ajay Sukhraj Nahar and Rajesh Citispaces Private Limited, the partners of Messrs. Seiko Group Associates, the name of the partnership Firm was changed from

Messrs. Seiko Group Associates to NRS Developers with effect from 24<sup>th</sup> August 2013.

- 3.24 Prior to the execution of the aforesaid Deed of Conveyance dated 7<sup>th</sup> August 2013, we had caused searches to be taken in the Office of the concerned Sub-Registrar of Assurances and had been furnished with a Search Report issued by Nilesh Vagal on 30<sup>th</sup> May 2013. On perusal of the said Search Report, we have not found any documents that affect the title of Messrs. Moolji Lakhmidas in respect of the said property. We have not caused any further searches to be taken in the Office of the Sub-Registrar of Assurances after the aforesaid Deed of Conveyance dated 7<sup>th</sup> August 2013 was executed and registered.
4. We have not caused any advertisements to be issued in the local newspapers inviting claims from public.
5. We have been furnished with a letter dated 22<sup>nd</sup> January 2014 issued by Messrs. NRS Developers to the effect that save and except for the aforesaid B.C.C.C. Suit No. 8217 of 1986 which is pending before the Hon'ble Bombay High Court, there is no litigation / legal proceedings pending before any Court, Forum or Authority in respect of the said property.
6. By the aforesaid letter dated 22<sup>nd</sup> January 2014, Messrs. NRS Developers have also certified that no charge, mortgage, encumbrance of any nature whatsoever has been created and/or is subsisting in respect of the said property.
7. On the basis of the aforesaid, it can be said that by virtue of the aforesaid Deed of Conveyance being executed by the partners of Messrs. Moolji Lakhmidas in favour of Messrs. Seiko Group Associates, the aforesaid B.C.C.C. Suit No. 8217 of 1986 (earlier bearing Suit No. 1157 of 1986) filed by Messrs. Seiko Group Associates against Messrs. Moolji Lakhmidas for specific performance of the Agreement dated 3<sup>rd</sup> July 1981 which is now pending before the City Civil Court at Bombay has become infructuous. We have been informed that Messrs. Seiko Group Associates now known as NRS Developers will be taking steps for withdrawal of the aforesaid B.C.C.C. Suit No. 8217 of 1986.
8. Subject to what is stated hereinabove and by virtue of the aforesaid Deed of Conveyance dated 7<sup>th</sup> August 2013, Sukhraj B. Nahar, Ajay S. Nahar, Kirtilal M. Shah, Amit K. Shah and Rajesh Citispaces Private Limited in their capacity as the partners of Messrs. NRS Developers are the present owners of the said property and the title of Messrs. NRS Developers to the property described in the Schedule hereunder written can be said to be clear and marketable in light of the aforesaid B.C.C.C. Suit No. 8217 of 1986 having become infructuous by virtue of the aforesaid Deed of Conveyance having been executed and the said Messrs. NRS Developers being in the process of taking steps to withdraw the said Suit.

*Sami*

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land bearing CTS No. 468 A admeasuring 4509 sq. mtrs. and CTS No. 468C admeasuring 547.2 sq. mtrs. aggregating to 5056.8 sq. mtrs situate lying and being at Borivali, Mumbai.

Dated this 24<sup>th</sup> day of January, 2014.

Yours faithfully,  
Kanga and Company,  
*K. K. Kanga*  
Partner  
Advocates & Solicitors