
Title Clearance Report

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Re: All that piece and parcel of residential land bearing CTS No. 368/54, area admeasuring 261 square yards of the structure standing thereon bearing Plot No. 117A, collectors colony, Chembur, Mumbai 400 074, lying and being at village Wadhavli, Taluka Kurla, District Mumbai Suburban

Under the instructions of Advocate Mr. Aditya Khanna, I have perused the deeds and documents, which were handed over to me by Mr. Aditya Khanan, *interalia*, for my perusal. I have also caused to be carried out an independent search at the office various sub registrar of assurances,. I have also obtained the said report. On going through the said documents specified in Annexure, I have to observe as follows:

- 1.1 It appears that by virtue of a Conveyance Deed dated 6th October, 1960 executed between the BOMBAY HOUSING BOARD, a statutory corporation and Mr. Mulchand Ghanshamdas Bhatia, Bombay Housing Board had sold and conveyed to One Mr. Mulchand Ghanshamdas Bhatia who was the original "allottee" under the "own your own house scheme" and was the owner in respect of pieces and parcels of land bearing CTS No. 386/54 admeasuring about 261 square yards together with the structure standing thereon bearing Plot No. 117A, collectors colony, Chembur, Mumbai 400 074, lying and being at village Wadhavli, Taluka Kurla, District Mumbai Suburban, within the Registration District and Sub District of Mumbai City and Suburban. ("**Said Property**").
- 1.2 It appears that a Deed of Mortgage was executed on 6th October, 1960 in the office of the sub – registrar of Bombay between Shri. Mulchand Ghanshamdas Bhatia and Bombay Housing Board. The consideration sum of Rs. 8000/- ("eight thousand only") was lent and advanced to the original mortgagor by the board, thereby granting, conveying, transferring

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- 1.3 It appears that the said Shri Mulchand Bhatia, the original allottee died on 2nd November, 1985 at Mumbai leaving behind his wife, four sons and three married daughters. The said Shri Mulchand Bhatia by way of his will dated 20th October, 1985 bequeathed the said property bearing plot No. 117A situated at Wadhiwali, Chembur in favour of his wife Smt. Gopibai M. Bhatia and son Mr. Mohanlal M. Bhatia.
- 1.4 It thereafter appears that being one of the beneficiary as per the will, Mr. Mohanlal Bhatia had requested the Bombay Housing and Area Development Board to reconvey the mortgaged property in his name by furnishing all necessary documents and NOC from Gopibai M. Bhatia and an indemnity bond indemnifying MHADA/BH & ADB against any adverse claim by virtue of transferring the property in favour of Mohanlal Bhatia. Mohanlal Bhatia paid a transfer fee of Rs.1000/- ("one thousand only").
- 1.5 Thereafter it appears that Mohanlal Bhatia had furnished an affidavit executed by his mother Smt. Gopibai M. Bhatia whereby she has relinquished her rights and interest of claim over the property in favour of her son Mohanlal M. Bhatia and also furnished a joint declaration of the rest of the heirs of the original allottee Shri Mulchand G. Bhatia wherein they have consented for transfer of said property in the name of Mohanlal M. Bhatia.
- 1.6 It thereafter appears that Shri Mohanlal M. Bhatia had paid the board Rs. 1000/- towards the transfer fee of the said plot of land and had submitted an indemnity bond dated 10th April 1996, and had repaid all the principal loan amount of Rs. 8000/- together with all the interest accrued. The said Mohanlal M. Bhatia and MHADA entered into a Deed Of Reconveyance dated 23rd May 1996 whereby MHADA reconveyed the Said Property to the said Mr. Mohanlal Bhatia. After this, Mohanlal became the sole owner, holding right, title and interest in and was absolutely seized and possessed of and well and sufficiently entitled to the Said Property. This

Rohra ("Purchaser") of the Flat admeasuring about 360 square feet was executed.

- 1.8 The Vendor had sought approval from Municipal Corporation of Greater Bombay for construction of first floor residential structure on the said existing house by utilizing the additional FSI available. The purchaser had approached the vendor to sell and transfer FSI on about 360 square feet built up area for a construction of residential flat on the south west side of the first floor to which the vendor agreed.
- 1.9 It is observed that the consideration price for the 360 square foot built up area towards the rights, title, claim, interest and benefit and shares of the vendor of the said FSI was fixed at Rs. 3,06,000/- (Rs Three Lac and Six Thousand Only). All the expenses of construction of the said first floor shall be fully borne and paid by the purchasers only.
- 1.10 Thereafter, it was observed that with the help of a sale deed made on 27th September 2001 between Jyoti Ashok Rohra (now "the Vendor") and Jagdish Gordhandas Chang ("The Purchaser"), the said property of 360 square foot on the first floor of the building known as 'Nanik Niwas', along with the rights, title, claim, interest and benefit and shares of the vendor was sold for a consideration amount being a total of Rs. 4,15,000 (Rupees Four Lac and Fifteen Thousand). The Sale Deed was registered on 27th September, 2001.

Flat admeasuring 546 square feet

- 1.11 It was then observed that the consideration price for the 546 square foot built up area towards the rights, title, claim, interest and benefit and shares of the vendor of the said FSI was fixed at Rs. 4,54,000/- (Rs Four Lac and Fifty Four Thousand Only). All the expenses of construction of the said first floor shall be fully borne and paid by the purchasers only.

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claim, interest and benefit and shares of the vendor was now sold for a consideration amount being a total of Rs.5,50,000 (Rupees Five Lac and Fifty Thousand). The Sale Deed was registered on 5th May, 2004.

- 1.13 On the request of the vendor, 2,50,000 was paid by the purchasers to Punjab National Bank having its branch at APMC Vashi for clearing house loan availed by the vendor who had created equitable mortgage of the said flat and on execution of this deed the balance sum of 3,00,000 (Rs 3 Lacs only) was to be paid by the purchasers to the vendor as full and final payment.
- 1.14 Thereafter it was observed that via a sale deed dated 24th June 2005 between Santoshkumar Sarkar and Shyamali Sarkar (now "the Vendors") and Kiran P. Kulkarni ("The Purchaser"), the said property Flat no 3, measurnig 546 square foot on the first floor of Nanik Niwas, along with the rights, title, claim, interest and benefit and shares of the vendor was now sold for a consideration amount being a total of Rs.15,00,000 (Rupees Fifteen Lac Only). The Sale Deed was registered on 24th June, 2005.
- 1.15 The terms and conditions mentioned in this sale deed of 24.6.05 stated that the vendor had requested the purchasers that from the total consideration, Rs 1,50,000 (Rupees One Lac and Fifty Thousand) was to be paid as an advance to the vendors and the balance Rs. 13,50,000/- (Rupees Thirteen Lac and Fifteen Thousand) to be paid as total and final sale consideration.
- 1.16 It appears that the said Mohanlal M. Bhatia died intestate on 15th June 2018 and left behind him, his wife Smt. Maya Mohanlal Bhatia and two sons Mr. Jagdish Mohanlal Bhatia and Mr. Navin Mohanlal Bhatia and Daughter Smt. Ritika Mukesh Shahri nee Ms. Ruby Mohanlal Bhatia

- 1.17 From the search report furnished by the search clerk, it is observed that by a release deed dated 12th February 2019 registered at KRI 1897/2019, Smt. Ritika Mukesh Shahri has released her share in the property in favour of Smt. Maya Mohanlal Bhatia and two sons Mr. Jagdish Mohanlal Bhatia and Mr. Navin Mohanlal Bhatia.
- 1.18 It was further observed that an MOU was entered into for the purpose of redevelopment of the plots of land being 117A and 117B, situated at collectors colony, Chembur, Mumbai 400 074, lying and being at village Wadhavli, Taluka Kurla, District Mumbai Suburban between Smt. Maya Mohanlal Bhatia, Mr. Jagdish Gordhandas Chang, owner of an area of 360 square feet on the 1st floor residing in a building called Nanik Niwas, Mr. Kiran P. Kulkarni, owner of an area of 546 square feet on the 1st floor and M/S Aayush Developers ("**Developers**").

2) Names of the Holders of the Property

I have observed and perused in respect of the Property Smt. Maya Mohanlal Bhatia and two sons Mr. Jagdish Mohanlal Bhatia and Mr. Navin Mohanlal Bhatia have been identified as the holder of the said property and 2) Mr. Jagdish Goardhan Chang have been identified as the owner of the said flat on the 1st floor of plot No. 117/ admeasuring about 360 square feet and having CTS No. 368/54. 3) Kiran P. Kulkarni has been identified as the owner of the said flat on the 1st floor of plot No. 117/ admeasuring about 546 square feet and having CTS No. 368/54

Report of the search clerk.

We had engaged the services of a search clerk to take an Index II search in respect of CTS No. 368/54 Plot 117 A. We have not found any adverse entries in respect of the said CTS No. 368/54 Plot 117 A.

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Mr. Aditya Khanna, Advocate, High Court, had issued a public notice in the Times of India dated 19th December 2019 inviting claims from public at large. I have been informed by Mr. Aditya Khanna through email dated 6th January 2019 that no claims have been received in respect of the Said Property

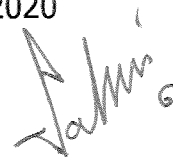
4.2 Original Documents

I have been seen the original of the title deeds/ documents as indicated in the Annexure.

4.3 This report of findings does not include searches in any Court with respect to any suits, claims or any other proceedings that may be pending adjudication in any Court of law or before any other judicial or quasi-judicial or revenue Authority with respect to the Property other than the papers mentioned in the Annexure hereto and in the absence of the same, I am unable to comment on this aspect of the title.

In view of what is stated above, the persons mentioned in paragraph 2 are entitled to the property and their title to the property is clear and marketable.

Dated this 8th day of January, 2020



ANNEXURE "1"

List of photocopies of the deeds and documents

1. Deed of Conveyance dated 6th October 1960 (photocopy under RTI seen)
2. Deed of Mortgage dated 6th October 1960 (photocopy under RTI seen)
3. Deed Of Reconveyance dated 23rd May, 1996 (original seen)
4. Agreement of Sale of FSI dated 5th February, 1998 (original seen)
5. Sale Deed dated 27th September, 2001 (original seen)
6. Sale Deed dated 29th April 2004 (original seen)
7. Sale Deed dated 24th June 2005 (original seen)


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