

VBT/PD/NJ/2954

21<sup>st</sup> May, 2021

FORMAT - A

(Circular No.: - 28 / 2021)

To

MahaRERA,

Housefin Bhavan, Plot No. C-21,

E – Block, Bandra Kurla Complex,

Bandra (E), Mumbai 400051.

**LEGAL TITLE REPORT**

Sub: Title clearance certificate with respect to all that piece and parcel of developed and undeveloped land or ground bearing City Survey Nos.

Sr.No.	CTS No.	Area in Sq.mtrs.
i.	117A/1A	1702
ii.	117A/1	3.1
iii.	117A/2	9134.6
iv.	117A/1B	15017.3
v.	117A/1C	3781
vi.	117A/1D	88144.7
vii.	117B/1	26620.1
viii.	117C	2276.7

aggregating to 1,46,679.2 sq.mtrs in Village Tungwa in Powai Estate Mumbai (hereinafter collectively referred to as the “**said property**”).

1/- We have investigated the title of the said property on the request of Larsen & Toubro Ltd. and following documents i.e.:

1) Description of the property

All that piece and parcel of developed and undeveloped land or ground bearing City Survey Nos.

<b>Sr.No.</b>	<b>CTS No.</b>	<b>Area in Sq.mtrs.</b>
i.	117A/1A	1702
ii.	117A/1	3.1
iii.	117A/2	9134.6
iv.	117A/1B	15017.3
v.	117A/1C	3781
vi.	117A/1D	88144.7
vii.	117B/1	26620.1
viii.	117C	2276.7

aggregating to 1,46,679.2 sq.mtrs in Village Tungwa in Powai Estate Mumbai.

2) The documents of allotment of plot

<b>Date</b>	<b>Document</b>
13 <sup>th</sup> October, 2008	Lease Agreement between the Government of Maharashtra (Lessor) and Larsen & Toubro Ltd. (Lessee) in respect of an area admeasuring 3416.18 sq.mtrs. out of land admeasuring 9134.6 sq.mtrs. out of CTS No. 117A/2.
26 <sup>th</sup> August, 2009	Memorandum of Understanding entered into between M/s. Smit Properties Pvt. Ltd. and Larsen & Toubro Ltd.
12 <sup>th</sup> September, 2012	Order of the Collector in respect of Sub-division and amalgamation of plots bearing CTS No. 117 alongwith certified copy of the plan.
12 <sup>th</sup> March, 2013	Agreement for Sale executed between Larsen & Toubro Ltd. (Vendor) and Sanofi India Limited (Purchaser) registered with the Sub-Registrar, Kurla at Sr. No. KRL-3-2217/2013.
12 <sup>th</sup> March, 2013	Agreement for Sale executed between Larsen & Toubro Ltd.

	(Vendor) and Sanofi India Limited (Purchaser) registered with the Sub-Registrar, Kurla at Sr. No. KRL-3-2218/2013.
23 <sup>rd</sup> May, 2013	Title Certificate in respect of land bearing City Survey Nos. <i>117/A (pt) and 117B(pt)</i> , of village Tungwa.
18 <sup>th</sup> November, 2013	Title Certificate in respect of land bearing City Survey Nos. <i>117/A (pt) and 117B(pt)</i> of village Tungwa
21 <sup>st</sup> June, 2014	NOC of the Labour Commissioner given to Commissioner, MCGM for development /sale/transfer of land adm. 39042.16 sq.mtrs. out of land bearing CTS No. 117A(pt) adm. 88144.7 sq.mtrs. since there are no outstanding dues of employees of Electrical and Automation Unit of Larsen & Toubro Ltd.
21 <sup>st</sup> June, 2014	Maharashtra Government's approval for grant of NOC for development /sale/transfer of land adm. 39042.16 sq.mtrs. out of land bearing CTS No. 117A(pt) adm. 88144.7 sq.mtrs. since there are no outstanding dues of employees of Electrical and Automation Unit of L&T.
27 <sup>th</sup> July, 2015	Consent Decree entered into between (i) Sir Mohammed Yusuf Trust, (ii) Shairbanu Mohammed Agboatwala Trust, (iii) Rabiabanu Mohammed Trust, (iv) Shabanu Siddick Trust, (v) Nisar Ibrahim Patel (Plaintiffs) and Larsen and Toubro Ltd. (Defendant) in Suit No. 1779/2012 before the Hon'ble Bombay High Court and duly registered on 12 <sup>th</sup> August, 2015 at Sr.No. 8505/2015 before the Sub-Registrar of Assurances Kurla-1.
24 <sup>th</sup> September, 2015	Lease Deed between Larsen and Toubro Limited (Lessor) and Sanofi India Limited (Lessee) registered with the Sub-Registrar, Kurla at Sr. No. KRL-5-5983/2015.
25 <sup>th</sup> September, 2015	Title Certificate in respect of land bearing City Survey Nos. <i>117/A (pt) and 117B(pt)</i> of village Tungwa
9 <sup>th</sup> May, 2016	Sanctioned Revised Development Plan remarks for land bearing CTS No. 117A/1A, 117A/1, 117A/1B, 117A/2, 117A/1C, 117A/1D, 117/C, 117B/2, 117B/1 and 117A/E of Village Tungwa alongwith Block Plan.
19 <sup>th</sup> May, 2016	Permission for user of Land bearing C.T.S.No. 117A(pt), 117A/1,

	117B(pt) and 117C of Village Tungwa for residential purpose and adjustment of D.P. Road area against amenity area.
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3) 7/12 extract or property card issued and mutation entry

<b>Sr. No.</b>	<b>Document</b>
1.	7/12 extract of S.No. 50(part) of Village Tungwa issued by Talathi dated 27 <sup>th</sup> July, 2016.
2.	Certified copy of Property Card of CTS No. 117A/1A adm. 1702.0 sq.mtrs. issued by dated 3 <sup>rd</sup> August, 2016.
3.	Certified copy of Property Card of CTS No. 117A/1 adm. 3.1 sq.mtrs. issued by dated 3 <sup>rd</sup> August, 2016.
4.	Certified copy of Property Card of CTS No. 117A/2 adm. 9134.6 sq.mtrs. issued by dated 3 <sup>rd</sup> August, 2016.

4) Search report for 30 years from 1990 till 2019 taken from the Sub-Registrar's office at Mumbai & Bandra from the year 1990 to 2019, at Chembur from the year 1995 to 2019 and from Computer records maintained in the Sub-Registrar of Assurances at Chembur, Nahur & Vikhroli from 2002 to 2019.

5) Litigations

**a. Litigation by Mr. Surendra Sharma**

A. After execution of Conveyance dated 7<sup>th</sup> November, 2009, Mr. Surendra Sharma filed a Suit No.2755 of 2011 in the Hon'ble Bombay High Court against Smt. Premlata Chittaranjan Sharma and others, including the Owners, challenging both the Deed of Conveyance dated 8<sup>th</sup> June, 2005 in favour of M/s. Smit Properties Pvt. Ltd., as also the Deed of Conveyance dated 7<sup>th</sup> November, 2009 executed in favour of the Owners.

B. On an Application made for grant of interim reliefs by Mr. Surendra Sharma in Suit No. 2755 of 2011, the Hon'ble Bombay High Court, vide its Order dated 22<sup>nd</sup> October, 2012 granted injunction in respect of other properties owned by M/s. Smit

Properties Pvt. Ltd., however, no relief was granted in respect of the land sold to the Owners under the Deed of Conveyance dated 7<sup>th</sup> November, 2009.

- C. Being aggrieved by the Order dated 22<sup>nd</sup> October, 2012, Mr. Surendra Sharma had filed an Appeal bearing No.14 of 2013. The Hon'ble Division Bench vide its Order dated 12<sup>th</sup> March, 2013 confirmed the Order of the Learned Single Judge dated 22<sup>nd</sup> October, 2012 and in addition thereto, on account of willingness of M/s. Smit Properties Pvt. Ltd., directed them to deposit Rs.50,00,000/- in Court to additionally secure the claim of Mr. Surendra Sharma. Neither of these orders affect the right, title or interest of the Owners in respect of the land purchased by them vide Conveyance dated 7<sup>th</sup> November, 2009.
- D. An application was filed by Mr. Surendra Sharma for withdrawal of Rs.50,00,000/- deposited by M/s. Smit Properties Private Limited which application was initially dismissed by the Hon'ble Bombay High Court vide Order dated 21<sup>st</sup> February, 2014. In an Appeal bearing No. 165 of 2014, filed by Mr. Surendra Sharma against the said order, the Hon'ble Division Bench by its Order dated 28<sup>th</sup> April, 2014 allowed Mr. Surendra Sharma to withdraw Rs.40,00,000/- from the aforementioned deposit and also clarified that "*this order shall not be construed as expressing any doubt on the title obtained by defendant No.20 (i.e. Owners herein) under the conveyance*".
- E. Both the aforementioned Orders dated 12<sup>th</sup> March, 2013 and 28<sup>th</sup> April, 2014 have attained finality as no Appeal has been filed against the aforesaid Orders. Hence, the same do not affect the right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7<sup>th</sup> November, 2009.
- F. A Chamber Order No. 9 of 2019 was taken out by Defendant No. 19 in Suit No. 2755 of 2011 for seeking permission to file written statement. The said Chamber Order has been allowed by the Hon'ble Bombay High Court vide order dated 22<sup>nd</sup> February, 2019 subject to payment of costs as recorded therein.
- G. An appeal bearing Appeal No. 278 of 2019 has been filed by Mr. Surendra Sharma challenging the order dated 22<sup>nd</sup> February, 2019 and the same is pending adjudication.
- H. The Suit No. 2755 of 2011 is pending adjudication before the Bombay High Court.

**b. Litigation by Mr. Rajendra Sharma**

- A. A separate Suit bearing No.2593 of 2012, was also filed by Mr. Rajendra Sharma, (brother of Mr. Surendra Sharma) against Smt. Premlata Chittaranjan Sharma and others, including the Owners challenging both the Deed of Conveyance dated 8<sup>th</sup> June, 2005 in favour of M/s. Smit Properties Pvt. Ltd., as also the Deed of Conveyance dated 7<sup>th</sup> November, 2009 executed in favour of the Owners.
- B. On an Application of Mr. Rajendra Sharma for grant of interim reliefs, the Hon'ble Bombay High Court, vide its Order dated 18<sup>th</sup> November, 2014 did not grant any reliefs in respect of land sold to the Owners, however, on account of willingness of M/s. Smit Properties Pvt. Ltd., directed them to deposit Rs.50,00,000/- in Court to additionally secure the claim of Mr. Rajendra Sharma.
- C. Mr. Rajendra Sharma was also later permitted to withdraw Rs.40,00,000/- from the aforementioned deposit and it clarified that "*this order shall not be construed as expressing any doubt on the title obtained by defendant No.20 (i.e. Owners herein) under the conveyance*".
- D. The aforementioned Order dated 18<sup>th</sup> November, 2014 has attained finality as no Appeal has been filed challenging the Order till date.
- E. In the aforesaid Order dated 18<sup>th</sup> November, 2014 no right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7<sup>th</sup> November, 2009 has been affected.
- F. The Suit No. 2593 of 2012 is pending before the Bombay High Court.

**c. Litigation by Mr. Uday Dixit and Mr. Dinesh Sawant**

- A. Mr. Uday Dixit and Mr. Dinesh Sawant (hereinafter referred to as "**Petitioners**"), former employees with Larsen and Toubro Ltd. filed Writ Petition No. 1578 of 2016 against State of Maharashtra and others including the Owners before the Hon'ble Bombay High Court inter alia seeking:

- a. Cancellation of exemption order dated 31<sup>st</sup> March, 1978 granted by the Government to the Owners u/s. 20 of the Urban Land Ceiling Act, 1976 (hereinafter referred to as the “**ULC Act**”) in respect of several lands held by the Owners including CTS No. 117 of Village Tungwa;
- b. Quashing and setting aside of order dated 12<sup>th</sup> August, 2011 passed by the Ld. Labour Commissioner granting permission for development of land admeasuring 29872 sq.mtrs. out of CTS No. 117A (Part) of Village Tungwa;
- c. Quashing and setting aside of building permissions issued by MCGM to the Owners.
- d. Pending the final hearing and disposal of the Petition, restrain the Owners from carrying on any further construction on the land exempted under the order dated 31<sup>st</sup> March, 1978.

B. In view of subsequent developments, on 4<sup>th</sup> June, 2019, the Petitioners withdrew the Writ Petition with liberty to file fresh petition.

C. Mr. Uday Dixit in his capacity as Secretary of Loyal Tigers Welfare Association has filed a Civil Writ Petition (L) No. 18805 of 2019 against the State of Maharashtra and others including the Owners. The said Civil Writ Petition is pending adjudication.

2/- On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property, we are of the opinion that the title of Larsen & Toubro Ltd. is clear and marketable, subject to what is stated in the Title Certificate dated 24.9.2019 annexed as “Annexure” hereto.

Owners of the land

- (1) Larsen & Toubro Ltd. – CTS No. 117A/1B
- (2) Larsen & Toubro Ltd. – CTS No. 117B/1
- (3) Larsen & Toubro Ltd. – CTS No. 117C
- (4) Larsen & Toubro Ltd. – CTS No. 117A/1D
- (5) Larsen & Toubro Ltd. – CTS No. 117A/2
- (6) MCGM – CTS No. 117A/1
- (7) MCGM – CTS No. 117A/1A
- (8) MCGM – CTS No. 117A/1C

(9) Qualifying comments/remarks –

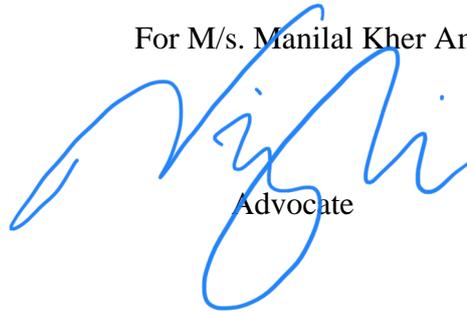
- a. This Title Certificate is as of 24<sup>th</sup> September, 2019.
- b. The title of Larsen & Toubro Ltd. in respect of the said property is subject to the observations and encumbrances set out in the enclosed Title Certificate dated 24<sup>th</sup> September, 2019.
- c. Larsen & Toubro Ltd. has a limited interest of leasehold rights for a period of 30 years with effect from 13<sup>th</sup> October, 2008 in respect of land admeasuring 3416.18 sq.mtrs. out of land bearing CTS No. 117A/2.
- d. Larsen & Toubro Ltd. has already surrendered to the MCGM their right, title and interest in the set back area admeasuring 5486.10 sq.mtrs. and consequently, do not have any subsisting right, title interest in CTS No. 117A/1, CTS No. 117A/1A and CTS No. 117A/1C though the Property Register Cards in respect thereto still stands in the name of Larsen & Toubro Ltd.

3/- The report reflecting the flow of the title of the Larsen & Toubro Ltd. on the said property viz. Title Certificate dated 24<sup>th</sup> September, 2019 is enclosed herewith as Annexure.

Encl: Annexure

For M/s. Manilal Kher Ambalal & Co.

Date 21<sup>st</sup> May, 2021

  
Advocate

VBT/ST/PD/4755

24<sup>th</sup> September, 2019**BY HAND DELIVERY**

To,  
Larsen & Toubro Limited  
L&T Business Park  
Gate No. 5, 10<sup>th</sup> Floor,  
Powai, Mumbai

Dear Sirs,

**Re: TITLE CERTIFICATE**

Sub: All that piece and parcel of developed and undeveloped land  
or ground bearing City Survey Nos.

Sr.No.	CTS No.	Area in Sq.mtrs.
i.	117A/1A	1702
ii.	117A/1	3.1
iii.	117A/2	9134.6
iv.	117A/1B	15017.3
v.	117A/1C	3781
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aggregating to 1,46,679.2 sq.mtrs in Village Tungwa in Powai  
Estate Mumbai (hereinafter collectively referred to as the  
“**said property**”).

**Owners:** Larsen & Toubro Limited

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We have been instructed by Larsen & Toubro Limited to issue updated  
Title Certificate to our previous Title Certificate dated 30<sup>th</sup> January, 2017

bearing ref. no. VBT/ST/PD 496 (“**Original Title Certificate**”) in respect of the said property. We have, accordingly, conducted the investigation of title to the said property from the date of the Original Title Certificate till date.

**I. COPIES OF THE FOLLOWING DOCUMENTS WERE FURNISHED FOR PERUSAL:**

<b>Date</b>	<b>Document</b>
13 <sup>th</sup> October, 2008	Lease Agreement between the Government of Maharashtra (Lessor) and Larsen & Toubro Ltd. (Lessee) in respect of an area admeasuring 3416.18 sq.mtrs. out of land admeasuring 9134.6 sq.mtrs. out of CTS No. 117A/2.
26 <sup>th</sup> August, 2009	Memorandum of Understanding entered into between M/s. Smit Properties Pvt. Ltd. and Larsen & Toubro Ltd.
	Record and proceedings of Suit No. 1779/2012 filed by Sir Mohammed Yusuf Trust and others against Larsen & Toubro Ltd. before the Hon’ble Bombay High Court
12 <sup>th</sup> September, 2012	Order of the Collector in respect of Sub-division and amalgamation of plots bearing CTS No. 117 alongwith certified copy of the plan.
12 <sup>th</sup> March, 2013	Agreement for Sale executed between Larsen & Toubro Ltd. (Vendor) and Sanofi India Limited (Purchaser) registered with the Sub-Registrar, Kurla at Sr. No. KRL-3-2217/2013.
12 <sup>th</sup> March, 2013	Agreement for Sale executed between Larsen & Toubro Ltd. (Vendor) and Sanofi India Limited (Purchaser) registered with the Sub-Registrar, Kurla at Sr. No. KRL-3-2218/2013.
23 <sup>rd</sup> May, 2013	Title Certificate in respect of land bearing City Survey Nos. 117/A (pt) and 117B(pt), of village Tungwa.
18 <sup>th</sup> November, 2013	Title Certificate in respect of land bearing City Survey Nos. 117/A (pt) and 117B(pt) of village Tungwa
21 <sup>st</sup> June, 2014	NOC of the Labour Commissioner given to

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	Commissioner, MCGM for development /sale/transfer of land adm. 39042.16 sq.mtrs. out of land bearing CTS No. 117A(pt) adm. 88144.7 sq.mtrs. since there are no outstanding dues of employees of Electrical and Automation Unit of Larsen & Toubro Ltd.
21 <sup>st</sup> June, 2014	Maharashtra Government's approval for grant of NOC for development /sale/transfer of land adm. 39042.16 sq.mtrs. out of land bearing CTS No. 117A(pt) adm. 88144.7 sq.mtrs. since there are no outstanding dues of employees of Electrical and Automation Unit of L&T.
22 <sup>nd</sup> June, 2015	Notice of Advocate Jitendra J. Shah on behalf of Mr. Faruq Abdul Rehman Yusuf, one of the trustee of Sir Mohammed Yusuf Trust.
1 <sup>st</sup> July, 2015	Reply to Notice of Advocate Jitendra J. Shah dated 22 <sup>nd</sup> June, 2015.
2 <sup>nd</sup> July, 2015	Notice of Advocate Jitendra J. Shah.
2 <sup>nd</sup> July, 2015	Notice of Advocate Jitendra J. Shah addressed to Mr. Nisar Ibrahim Patel.
2 <sup>nd</sup> July, 2015	Reply addressed by M/s. Essa Associates to Advocate Jitendra J. Shah in response to his notice dated 22 <sup>nd</sup> June, 2015.
27 <sup>th</sup> July, 2015	Consent Decree entered into between (i) Sir Mohammed Yusuf Trust, (ii) Shairbanu Mohammed Agboatwala Trust, (iii) Rabiabanu Mohammed Trust, (iv) Shabanu Siddick Trust, (v) Nisar Ibrahim Patel (Plaintiffs) and Larsen and Toubro Ltd. (Defendant) in Suit No. 1779/2012 before the Hon'ble Bombay High Court and duly registered on 12 <sup>th</sup> August, 2015 at Sr.No. 8505/2015 before the Sub-Registrar of Assurances Kurla-1.
24 <sup>th</sup> September, 2015	Lease Deed between Larsen and Toubro Limited (Lessor) and Sanofi India Limited (Lessee) registered with the Sub-Registrar, Kurla at Sr. No. KRL-5-5983/2015.
25 <sup>th</sup> September, 2015	Title Certificate in respect of land bearing City Survey Nos. 117/A (pt) and 117B(pt) of village Tungwa
9 <sup>th</sup> May, 2016	Sanctioned Revised Development Plan remarks for land bearing CTS No. 117A/1A, 117A/1, 117A/1B, 117A/2, 117A/1C, 117A/1D, 117/C,

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	117B/2, 117B/1 and 117A/E of Village Tungwa alongwith Block Plan.
19 <sup>th</sup> May, 2016	Permission for user of Land bearing C.T.S.No. 117A(pt), 117A/1, 117B(pt) and 117C of Village Tungwa for residential purpose and adjustment of D.P. Road area against amenity area.
24 <sup>th</sup> June, 2016	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208490520000.
24 <sup>th</sup> June, 2016	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208480480000.
24 <sup>th</sup> June, 2016	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208480300000.
24 <sup>th</sup> June, 2016	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208480580000.
27 <sup>th</sup> July, 2016	7/12 extract of S.No. 50(part) of Village Tungwa.
3 <sup>rd</sup> August, 2016	Certified copy of Property Card of CTS No. 117A/1A adm. 1702.0 sq.mtrs.
3 <sup>rd</sup> August, 2016	Certified copy of Property Card of CTS No. 117A/1 adm. 3.1 sq.mtrs.
3 <sup>rd</sup> August, 2016	Certified copy of Property Card of CTS No. 117A/2 adm. 9134.6 sq.mtrs.
3 <sup>rd</sup> August, 2016	Certified copy of Property Card of CTS No. 117A/1B adm. 15017.3 sq.mtrs.
28 <sup>th</sup> September, 2016	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208490440000.
28 <sup>th</sup> September, 2016	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208490360000.
	Record and proceedings of Writ Petition No. 1578 of 2016 filed by Mr. Uday Dixit and Mr. Dinesh Sawant against the State of Maharashtra and others including Larsen and Toubro Ltd.
19 <sup>th</sup> July, 2019	Letter addressed by the MCGM to the Owners

**II. SEARCH:**

*h*

Search was conducted for 30 years with respect to the said property in the office of the Sub-Registrar of Assurances, at Mumbai & Bandra from the year 1990 to 2019, and Chembur from the year 1995 to 2019 and from Computer records maintained in the Sub-Registrar of Assurances at Chembur, Nahur & Vikhroli from 2002 to 2019.

**III. PUBLIC NOTICE:**

No fresh Public Notice has been issued as instructed by the Owners.

**IV. SEARCH FROM THE REGISTRAR OF COMPANIES:**

Search was conducted in the office of the Registrar of Companies (hereinafter referred to as "**ROC**").

**V. DEVOLUTION OF TITLE**

A. It appears that one Sir Mohammed Yusuf Khot, Mrs. Shairbanu Mohammed Agboatwala Trust, Mrs. Rabiabanu Mohammed Trust, and Mrs. Shabanu Siddick Trust originally owned several properties in the District of Mumbai including village Tungwa.

B. The trustees of Sir Mohammed Yusuf Trust and the mutavallis of Mrs. Shairbanu Mohammed Agboatwala Trust, Mrs. Rabiabanu Mohammed Trust, Mrs. Shabanu Siddick Trust executed an Indenture of Lease dated 21<sup>st</sup> October, 1948 pursuant to which they gave lease of several lands situated in villages of Saki, Powai, Tungwa, Paspoli, Kopri and Tirandaz in Taluka Kurla, District for 99 years from 1<sup>st</sup> April, 1948 in favour of Mr. Chandrabhan Bhuramal Sharma and others. The said leasehold lands also included land admeasuring 36 acres 7 gunthas and 23 sq. yards

*a*

equivalent approximately to 143440 sq.mtrs. then bearing old Survey No. 50 of village Tungwa (Later forming part of CTS No. 117 of Village Tungwa).

- C. By an Indenture dated 30<sup>th</sup> March, 1954, Mr. Chandraban Bhuramal Sharma and others granted sub-lease of the land bearing S.No. 50 admeasuring 36 acres 7 gunthas and 23 sq. yards of village Tungwa in favour of the Owners for a period of 96 years 9 months commencing from 1<sup>st</sup> July, 1951 (hereinafter referred to as "**sub leased land**").
- D. Subsequently, upon approval of industrial layout by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**"), in or about 1954, the Owners constructed its factory on the said sub-leased land.
- E. By a Deed of Conveyance dated 30<sup>th</sup> March, 1964 executed between the trustees of Sir Mohamed Yusuf Trust and the mutavallis of Mrs. Shairbanu Mohammed Agboatwala Trust, Mrs. Rabiabanu Mohammed Trust, Mrs. Shabanu Siddick Trust and Mr. Chandraban Bhuramal Sharma and others and Smt. Durgadevi Sharma (therein referred to as '*the Sub-Purchaser*'), various lands bearing Private Survey Nos. mentioned in fourth schedule thereof including the sub leased land were sold and conveyed to Smt. Durgadevi Sharma.
- F. By an Indenture dated 28<sup>th</sup> July, 1965, executed by and between Smt. Durgadevi Sharma and the Owners, Smt. Durgadevi Sharma confirmed the lease granted to the Owners under the Indenture of Sub-Lease dated 30<sup>th</sup> March, 1954.

- G. Later, in 1972, land acquisition proceedings were commenced in respect of certain lands out of villages Kopri and Tungwa. An area admeasuring 2986.7 sq.mtrs. out of S.No. 50 of village Tungwa was notified for acquisition and the acquisition for an area admeasuring 2360.7 sq.mtrs. out of S.No. 51 (part) of village Tungwa was abandoned.
- H. In terms of the award declared on 18<sup>th</sup> April, 1974 bearing LAQ/1/1972, an area of 2986.7 sq.mtrs. out of S.No. 50(part) of Village Tungwa was acquired by Maharashtra Housing Board and an area of 2360.7 sq. mtrs. (equivalent to 2276.7 sq.mtrs. on property card register) out of S.No. 51 (part) of Village Tungwa was added to the area of S.No. 50 (CTS No. 117) of Village Tungwa by the City Survey Authorities in the Kami Jasta Patrak.
- I. An area admeasuring 876 sq.mtrs. out of S.No. 52(part) also formed part of S.No. 50 (CTS No. 117) of Village Tungwa.
- J. Thus, the area of CTS No. 117 of Village Tungwa comprised of an area admeasuring 143440 sq.mtrs. bearing S.No. 50(part), 2360.7 sq. mtrs. bearing S.No. 51 (part) and an area admeasuring 876 sq.mtrs. out of S.No. 52(part) aggregating to 146676.7 sq.mtrs. (hereinafter referred to as "**said entire land**")
- K. Smt. Durgadevi Sharma died testate on 2<sup>nd</sup> November, 1986. By her Will dated 5<sup>th</sup> August, 1985 (hereinafter referred to as "**said Will**"), she appointed her husband Shri Chandrabhan Sharma and her son Shri Chittaranjan Sharma as the executors. The said

*d*

Will is probated by an Order dated 7<sup>th</sup> August, 1992 passed in Testamentary Petition No. 58 of 1989 filed in Bombay High Court.

- L. Pursuant to order dated 20<sup>th</sup> September, 1991 of the Collector and order dated 3<sup>rd</sup> July, 1993 of the District Registrar of Land Records, the said entire land bearing CTS No. 117 of Village Tungwa then admeasuring 146676.7 sq.mtrs. was sub-divided into land admeasuring CTS No. 117A admeasuring 119021.8 sq.mtrs. and CTS No. 117B admeasuring 27654.9 sq.mtrs.
- M. In the meanwhile, the Public Works Department of the Government of Maharashtra (hereinafter referred to as “**PWD**”) acquired an area admeasuring 9134.6 sq.mtrs. out of CTS No. 117A of Village Tungwa and took possession of the same on 6<sup>th</sup> March, 2000. However, a separate Property Register Card was not opened for the acquired area at the relevant time.
- N. In the year 2003, proceedings were initiated before the Revenue Authorities by trustees of Sir. Mohammed Yusuf Trust, Mrs. Shairbanu Mohammed Agboatwala Trust, Mrs. Rabiabanu Mohammed Trust, Mrs. Shabanu Siddick Trust through their constituted attorney M/s. Essa Associates, a sole proprietary firm of Mr. Nisar Ibrahim Patel, challenging the inclusion of an area of 2360.7sq.mtrs. (*2276.7 sq. mtrs. as per Property Register Card*) out of S.No. 51 (part) of Village Tungwa in S.No. 50 (CTS No. 117A) of Village Tungwa.
- O. By an order dated 29<sup>th</sup> January, 2005 passed by the Collector, Mumbai, it was held that an area admeasuring 2360.7sq.mtrs. was inadvertently included in CTS No. 117A of village Tungwa

and accordingly CTSO of Ghatkopar was directed to exclude the area of 2360.7sq.mtrs. from CTS. No. 117A and open a separate Property Register Card in the name of trustees of Sir. Mohammed Yusuf Trust, Mrs. Shairbanu Mohammed Agboatwala Trust, Mrs. Rabiabanu Mohammed Trust, Mrs. Shabanu Siddick Trust.

- P. Consequently, the area admeasuring 2360.7sq.mtrs. (*2276.7 sq. mtrs. as per Property Register Card*) out of CTS No. 117A of village Tungwa was assigned Property Register Card bearing CTS No. 117C by CTSO Ghatkopar and the balance area of 116745.1 sq.mtrs. continued to be part of Property Register Card No. CTS No. 117A. The area admeasuring 2276.70 sq. mtrs. bearing CTS No. 117C thus became a disputed area at the relevant time.
- Q. By and under a registered Deed of Conveyance dated 8<sup>th</sup> June, 2005 executed between Shri Chittaranjan C. Sharma, the executor of the Will of Late Durgadevi Sharma (*as the Vendor therein*) and M/s. Smit Properties Pvt. Ltd., (*as the Purchasers therein*), M/s. Smit Properties Pvt. Ltd. became the absolute owners of the said entire land subject however, to the rights of the Owners under the Sub-Lease dated 30<sup>th</sup> March, 1954 and the Lease Deed dated 28<sup>th</sup> July, 1965 in respect of the sub leased land.
- R. In 2008, the area acquired by PWD admeasuring 9134.6 sq.mtrs. out of CTS No. 117A was assigned a separate Property Register Card No. CTS No. 117A/2 and the balance area of 107610.5 sq.mtrs. continued to be part of Property Register Card No. CTS No. 117A.

- S. By a Lease Agreement dated 13<sup>th</sup> October, 2008 between the Government of Maharashtra and the Owners, an area admeasuring 3416.18 sq.mtrs. out of land admeasuring 9134.6 sq.mtrs. out of CTS No. 117A/2 (therein referred to as 'CTS No. 117') was leased to the Owners for a term of 30 years with effect from 13<sup>th</sup> October, 2008 on the terms and conditions set out therein.
- T. By a Memorandum of Understanding dated 21<sup>st</sup> August, 2009 executed between M/s. Smit Properties Pvt. Ltd. (*as the Vendors therein*) and the Owners (*the Purchasers therein*), the Owners agreed to purchase the land bearing S.No. 50 admeasuring 1,35,268.50 sq.mtrs. (*after excluding an area admeasuring 9134.6 sq.mtrs. already acquired by PWD and an area admeasuring 2276.7 sq.mtrs. bearing CTS No. 117C of Village Tungwa out of the said entire land*) for valuable consideration and upon the terms and conditions as set out therein.
- U. The Owners had caused Public Notice to be published in the newspapers inviting claims from the public in respect of sale of land admeasuring 1,35,268.50 sq.mtrs. in their favour. Smt. Tulsidevi Sharma, Mr. Surendra Sharma and Mr. Rajendra Sharma objected to the proposed sale.
- V. Smt. Tulsidevi Sharma filed a suit bearing S.C. No.787 of 2009 in the Bombay City Civil Court against M/s. Smit Properties Pvt. Ltd., and the Executor of the Will of late Smt. Durgadevi Sharma challenging the sale of the said entire land in favour of M/s. Smit Properties Pvt. Ltd. The disputes were subsequently settled and

the parties to the Suit No.787 of 2009 filed Consent Terms dated 31<sup>st</sup> October, 2009, pursuant to which the Suit was disposed of in terms thereto.

- W. By a notarized Deed of Settlement dated 1<sup>st</sup> November, 2009, Mr. Surendra Sharma unconditionally withdrew the objection raised by him and accepted and acknowledged that M/s. Smit Properties Pvt. Ltd. were the owners of land admeasuring 1,35,268.50 sq.mtrs. of Village Tungwa pursuant to Deed of Conveyance dated 8<sup>th</sup> June, 2005.
- X. By a notarized Deed of Settlement dated 2<sup>nd</sup> November, 2009, Mr. Rajendra Sharma unconditionally withdrew the objection raised by him and accepted and acknowledged that M/s. Smit Properties Pvt. Ltd. were the owners of land admeasuring 1,35,268.50 sq.mtrs. of Village Tungwa pursuant to Deed of Conveyance dated 8<sup>th</sup> June, 2005.
- Y. M/s. Smit Properties Pvt. Ltd. under notarized Deed of Indemnity dated 3<sup>rd</sup> November, 2009 indemnified the Owners against any claim, loss or damages that may be suffered by the Owners on account of any of the representations made by M/s. Smit Properties Pvt. Ltd. as recorded in the Consent Terms filed in S.C. No.787 of 2009 and Sale Deed dated 8<sup>th</sup> June, 2005.
- Z. By and under a registered Conveyance dated 7<sup>th</sup> November, 2009 executed between M/s. Smit Properties Pvt. Ltd., (*as Vendors therein*) and the Owners (*as the Purchasers therein*), the Owners became the absolute owners of the land bearing S.No. 50 admeasuring 1,35,268.50 sq.mtrs. from and out of the said entire

land together with the structures standing thereon (which structures were constructed by the Owners as the Lessee of the sub leased land, at their own cost) and all rights, title, interest, benefits, privileges, easements including the reversionary rights bearing City Survey No. 117A, 117A/1 and 117B. This Conveyance is registered with the Registrar of Assurances at Mumbai at Sr. No. BDR-3-163/2010 dated 4<sup>th</sup> January, 2010.

AA. An area admeasuring 1,08,611.25 sq.mtrs. out of land admeasuring 1,35,268.50 sq.mtrs. covered under CTS No. 117/A, 117A/1 and 117/B was notified as a private sector information technology park vide Notification No. DI/IT/L& Business Park/291/2010/B-28893 dated 31<sup>st</sup> December, 2010 read with letter bearing no. DI/IT/L&T Business Park/291/2012/C-207 dated 4<sup>th</sup> January, 2012 (hereinafter referred to as "**L&T Business Park**").

BB. The MCGM vide its letter dated 28<sup>th</sup> January, 2013 had granted the Owners permission for change of user from Industrial zone to Residential zone in respect of land bearing CTS Nos. 117A (Part), 117B (part) & 117A/1 of Village Tungwa situated in Special Industrial Zone (I-3) and admeasuring 49522.00 sq.mtrs. out of the land admeasuring 1,35,268.50 sq.mtrs. The total residential plot area admeasured 49522.00 sq.mtrs. and included 19545.36 sq.mtrs. out of CTS No. 117B (Part) and 29872 sq.mtrs. out of CTS No. 117A (Part).

CC. By a registered Agreement for Sale dated 12<sup>th</sup> March, 2013 Owners agreed to construct and subsequently sell a building as



particularly mentioned therein on a portion of the property admeasuring 2986.65 sq. mtrs. on the land bearing Survey No. 117B, being part of the L&T Business Park (hereinafter referred to as "**Demised Land**") to Sanofi India Limited. By another registered Agreement of even date, Owners agreed to assign the leasehold rights of the aforementioned part of the property in favour of Sanofi India Limited for a term of 999 years.

DD. The Owners completed construction of Building on the Demised Land and as agreed under the Agreement for Sale dated 12<sup>th</sup> March, 2013, conveyed and transferred the said Building unto Sanofi India Ltd. vide a registered Deed of Conveyance.

EE. Further, as recorded in the registered Agreement for Sale dated 12<sup>th</sup> March, 2013, the Owners granted and demised in favour of Sanofi India Limited the Demised Land by way of lease for a period of 999 years under an Indenture of Lease dated 24<sup>th</sup> September, 2015, duly registered on 29<sup>th</sup> September, 2015 at Sr.No. 5983/2015.

FF. By and under an Indenture of Conveyance dated 27<sup>th</sup> May, 2011 executed between the (1) Mr. Haroun Alim A.R. Yusuf (2) Mr. A.Rashid A.R. Yusuf (3) Mrs. Zaibunnissa H. Mitha (4) Mr. M. Khaleel S. Sulaiman (5) Mr. A. Hamied S. Sulaiman and (6) Mr. Faruq A.R. Yusuf (acting therein through Mr. Haroun Alim A.R. Yusuf, the Chairman of the Sir Mohammed Yusuf Trust), all trustees of Sir Mohammed Yusuf Trust (therein referred to as '*First Trustees*') and (1) Mrs. Rukhsana H. Sulaiman (2) Mr. A. Hamied S. Sulaiman, both trustees of Rabiabanu Mohammed Trust (therein referred to as '*Second Trustees*'), and (1) Mrs.

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Zaibunnissa H. Mitha (2) Mr. A. Rashid A.R. Yusuf (3) Mrs. Razia K. Ahmed (4) Mr. Haroun Alim A.R. Yusuf, all trustees of Shairbanu Mohammed Agboatwala Trust (therein referred to as '*Third Trustees*') and (1) Mr. Khaleel S. Sulaiman (2) Mr. A. Hamied S. Sulaiman (3) Miss Mumtaz Sulaiman (4) Mrs. Roshan Mahendragir all trustees of Shabanu Siddick Trust (therein referred to as '*Fourth Trustees*'), the First Trustees, Second Trustees, Third Trustees and Fourth Trustees collectively referred to therein as the 'Owners' of the One Part and Mr. Nisar Ibrahim Patel, sole proprietor of M/s. Essa Associates (therein referred to as '*Purchaser*' of the Other Part), the land admeasuring 2276.7 sq.mtrs. bearing CTS No. 117/C was conveyed to Mr. Nisar Ibrahim Patel. The Indenture of Conveyance is duly registered on 8<sup>th</sup> June, 2011 at Sr.No. 5799/2011 before the Sub-Registrar of Assurances Kurla-1.

GG. Subsequently, the trustees of i) Sir Mohammed Yusuf Trust, (ii) Shairbanu Mohammed Agboatwala Trust, (iii) Rabiabanu Mohammed Trust, (iv) Shabanu Siddick Trust and Mr. Nisar Ibrahim Patel, sole proprietor of M/s. Essa Associates (hereinafter collectively referred to as "**Plaintiffs**") filed Suit bearing No. 1779 of 2012 in the Bombay High Court against the Owners (therein referred to as '*Defendant*') inter alia claiming physical and vacant possession of the land admeasuring 2276.7 sq.mtrs. from the Owners, of which the Owners were in physical possession since 1951.

HH. In the meanwhile, the Plaintiffs and the Owners settled the Suit bearing No. 1779 of 2012 by filing Consent Terms dated 9<sup>th</sup>

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March, 2015 (hereinafter referred to as "**Consent Terms**"). As per the said Consent Terms, Mr. Nisar Ibrahim Patel sold, transferred and conveyed the land admeasuring 2276.7 sq.mtrs. in favour of the Owners for valuable consideration. Accordingly, Consent Decree in terms of the Consent Terms was drawn up on 27<sup>th</sup> July, 2015 (hereinafter referred to as "**Consent Decree**").

II. The said Consent Decree was duly registered before the Sub-Registrar of Assurances at Kurla on 12<sup>th</sup> August, 2015 at Sr.No. 8505/2015.

JJ. Pursuant to the said registered Consent Decree, the name of the Owners has been mutated on the Property Register Card of CTS No. 117/C of Village Tungwa on 19<sup>th</sup> November, 2015.

KK. The Property Register Cards have been issued by the Office of City Survey at Ghatkopar in respect of the said property. Save and except CTS No. 117A/2, wherein the Owners have leasehold rights in respect of an area admeasuring 3416.18 sq.mtrs. out of land admeasuring 9134.6 sq.mtrs. out of CTS No. 117A/2, and set back area comprising of (i) an area adm. 1702 sq.mtrs. bearing CTS No. 117A/1A, (ii) 3781 sq.mtrs. bearing CTS No. 117A/1C adm. and (ii) 3.1 sq.mtrs. bearing CTS No. 117A/1 which has already been handed over to the MCGM, the Owners are recorded as the present holders in respect of the remaining portion of the said property.

**VI. PENDING LITIGATIONS**

**a. Litigation by Mr. Surendra Sharma**

- A. After execution of Conveyance dated 7<sup>th</sup> November, 2009, Mr. Surendra Sharma filed a Suit No.2755 of 2011 in the Hon'ble Bombay High Court against Smt. Premlata Chittaranjan Sharma and others, including the Owners, challenging both the Deed of Conveyance dated 8<sup>th</sup> June, 2005 in favour of M/s. Smit Properties Pvt. Ltd., as also the Deed of Conveyance dated 7<sup>th</sup> November, 2009 executed in favour of the Owners.
- B. On an Application made for grant of interim reliefs by Mr. Surendra Sharma in Suit No. 2755 of 2011, the Hon'ble Bombay High Court, vide its Order dated 22<sup>nd</sup> October, 2012 granted injunction in respect of other properties owned by M/s. Smit Properties Pvt. Ltd., however, no relief was granted in respect of the land sold to the Owners under the Deed of Conveyance dated 7<sup>th</sup> November, 2009.
- C. Being aggrieved by the Order dated 22<sup>nd</sup> October, 2012, Mr. Surendra Sharma had filed an Appeal bearing No.14 of 2013. The Hon'ble Division Bench vide its Order dated 12<sup>th</sup> March, 2013 confirmed the Order of the Learned Single Judge dated 22<sup>nd</sup> October, 2012 and in addition thereto, on account of willingness of M/s. Smit Properties Pvt. Ltd., directed them to deposit Rs.50,00,000/- in Court to additionally secure the claim of Mr. Surendra Sharma. Neither of these orders affect the right, title or interest of the Owners in respect of the land purchased by them vide Conveyance dated 7<sup>th</sup> November, 2009.

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- D. An application was filed by Mr. Surendra Sharma for withdrawal of Rs.50,00,000/- deposited by M/s. Smit Properties Private Limited which application was initially dismissed by the Hon'ble Bombay High Court vide Order dated 21<sup>st</sup> February, 2014. In an Appeal bearing No. 165 of 2014, filed by Mr. Surendra Sharma against the said order, the Hon'ble Division Bench by its Order dated 28<sup>th</sup> April, 2014 allowed Mr. Surendra Sharma to withdraw Rs.40,00,000/- from the aforementioned deposit and also clarified that *"this order shall not be construed as expressing any doubt on the title obtained by defendant No.20 (i.e. Owners herein) under the conveyance"*.
- E. Both the aforementioned Orders dated 12<sup>th</sup> March, 2013 and 28<sup>th</sup> April, 2014 have attained finality as no Appeal has been filed against the aforesaid Orders. Hence, the same do not affect the right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7<sup>th</sup> November, 2009.
- F. A Chamber Order No. 9 of 2019 was taken out by Defendant No. 19 in Suit No. 2755 of 2011 for seeking permission to file written statement. The said Chamber Order has been allowed by the Hon'ble Bombay High Court vide order dated 22<sup>nd</sup> February, 2019 subject to payment of costs as recorded therein.
- G. An appeal bearing Appeal No. 278 of 2019 has been filed by Mr. Surendra Sharma challenging the order dated 22<sup>nd</sup> February, 2019 and the same is pending adjudication.
- H. The Suit No. 2755 of 2011 is pending adjudication before the Bombay High Court.

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**b. Litigation by Mr. Rajendra Sharma**

- A. A separate Suit bearing No.2593 of 2012, was also filed by Mr. Rajendra Sharma, (brother of Mr. Surendra Sharma) against Smt. Premlata Chittaranjan Sharma and others, including the Owners challenging both the Deed of Conveyance dated 8<sup>th</sup> June, 2005 in favour of M/s. Smit Properties Pvt. Ltd., as also the Deed of Conveyance dated 7<sup>th</sup> November, 2009 executed in favour of the Owners.
- B. On an Application of Mr. Rajendra Sharma for grant of interim reliefs, the Hon'ble Bombay High Court, vide its Order dated 18<sup>th</sup> November, 2014 did not grant any reliefs in respect of land sold to the Owners, however, on account of willingness of M/s. Smit Properties Pvt. Ltd., directed them to deposit Rs.50,00,000/- in Court to additionally secure the claim of Mr. Rajendra Sharma.
- C. Mr. Rajendra Sharma was also later permitted to withdraw Rs.40,00,000/- from the aforementioned deposit and it clarified that *"this order shall not be construed as expressing any doubt on the title obtained by defendant No.20 (i.e. Owners herein) under the conveyance"*.
- D. The aforementioned Order dated 18<sup>th</sup> November, 2014 has attained finality as no Appeal has been filed challenging the Order till date.
- E. In the aforesaid Order dated 18<sup>th</sup> November, 2014 no right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7<sup>th</sup> November, 2009 has been affected.

F. The Suit No. 2593 of 2012 is pending before the Bombay High Court.

**c. Litigation by Mr. Uday Dixit and Mr. Dinesh Sawant**

A. Mr. Uday Dixit and Mr. Dinesh Sawant (hereinafter referred to as “**Petitioners**”), former employees with Larsen and Toubro Ltd. filed Writ Petition No. 1578 of 2016 against State of Maharashtra and others including the Owners before the Hon’ble Bombay High Court inter alia seeking:

- a. Cancellation of exemption order dated 31<sup>st</sup> March, 1978 granted by the Government to the Owners u/s. 20 of the Urban Land Ceiling Act, 1976 (hereinafter referred to as the “**ULC Act**”) in respect of several lands held by the Owners including CTS No. 117 of Village Tungwa;
- b. Quashing and setting aside of order dated 12<sup>th</sup> August, 2011 passed by the Ld. Labour Commissioner granting permission for development of land admeasuring 29872 sq.mtrs. out of CTS No. 117A (Part) of Village Tungwa;
- c. Quashing and setting aside of building permissions issued by MCGM to the Owners.
- d. Pending the final hearing and disposal of the Petition, restrain the Owners from carrying on any further construction on the land exempted under the order dated 31<sup>st</sup> March, 1978.

B. In view of subsequent developments, on 4<sup>th</sup> June, 2019, the Petitioners withdrew the Writ Petition with liberty to file fresh petition.

C. Mr. Uday Dixit in his capacity as Secretary of Loyal Tigers Welfare Association has filed a Civil Writ Petition (L) No. 18805 of 2019 against the State of Maharashtra and others including the Owners. The said Civil Writ Petition is pending adjudication.

**VII. PERMISSIONS FOR DEVELOPMENT**

***a. Change of User Permission***

The MCGM by its letter dated 19<sup>th</sup> May, 2016 has permitted the Owners to convert user of land from industrial to residential, subject to the compliance of the terms and conditions set out therein. The Proforma Plan submitted by the Owners and endorsed by the MCGM on 19<sup>th</sup> May, 2016 (hereinafter referred to as "**Proforma Plan**") shows that the approval for residential user has been granted for land bearing CTS No. 117A(Part), 117A/1 , 117B (Part) and 117C aggregating to 77719.13 sq.mtrs.

***b. NOC From Labour Commissioner***

The Labour Commissioner has given NOC for development /sale/transfer of land adm. 39042.16 sq.mtrs. out of land bearing CTS No. 117A(part) adm. 88144.7 sq.mtrs. since Electrical and Automation Unit has been relocated elsewhere and there are no outstanding dues of employees of Electrical and Automation Unit.

**OBSERVATIONS:**

1. 30 years search was conducted for the said property.

2. We did not find any entries of charges created in respect of the said property from the ROC Search conducted by us.
3. The title documents in respect of the said property are in possession of the Owners.
4. As per MCGM's letter dated 19<sup>th</sup> May, 2016, the Owners have to keep 25% out of the land bearing CTS No. 117A (part), 117A/1, 117B (part) and 117C totally aggregating to 9,000 sq.mtrs. vacant and handover the same to the MCGM as well as transfer the ownership rights in respect thereof in favour of MCGM.
5. Owners have not created any other encumbrances, except as mentioned herein on and in respect of the said property.
6. Post execution of the Consent Terms dated 9<sup>th</sup> March, 2015 in Suit No. 1779/2012 filed by the Plaintiffs against the Owners, recording the transfer of CTS No. 117C of Village Tungwa in favour of the Owners, certain events transpired, whereby one of the Trustees of Sir Mohammed Yusuf Trust, Mr. Faruq Abdul Rehman Yusuf through his Advocate's Notice dated 22<sup>nd</sup> June, 2015 claimed that the Consent Terms were not binding on him. He further contended that he has never given any Power of Attorney in favour of Mr. Nisar Ibrahim Patel or any other person to institute any suit in respect of the CTS No. 117C of Village Tungwa. The Owners have through us responded to the said objections including subsequent letters addressed by the Advocate of Mr. Faruq Abdul Rehman Yusuf in this regard. These objections do not affect the title of the Owners in respect of CTS No. 117C of Village Tungwa for the following reasons:
  - i. CTS No. 117C of Village Tungwa (hereinafter referred to as "**said land**") was conveyed to Mr. Nisar Ibrahim Patel vide

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Deed of Conveyance dated 27<sup>th</sup> May, 2011, therefore none of the trustees of Sir Mohammed Yusuf Trust including trustees of the other Trusts viz. Shairbanu Mohammed Agboatwala Trust, Rabiabanu Mohammed Trust, and Shabanu Siddick Trust have any subsisting right, title and interest in the said land.

- ii. The aforesaid Deed of Conveyance dated 27<sup>th</sup> May, 2011 has been executed pursuant to permission granted by the Hon'ble High Court vide its Order dated 1<sup>st</sup> October, 2004 in Trust Petition No. 4/2004 filed by the trustees of Sir Mohammed Yusuf Trust. Advocate of Mr. Faruq Abdul Rehman Yusuf has been informed of this stance of the Owners vide our letter dated 1<sup>st</sup> July, 2015.
  - iii. Mr. Nisar Ibrahim Patel too has responded to the Notice dated 22<sup>nd</sup> June, 2015 vide his Reply dated 2<sup>nd</sup> July, 2015 wherein he has clarified that both the filing of the Suit No. 1779/2012 and settlement thereof vide Consent Terms dated 9<sup>th</sup> March, 2015 have been ratified and confirmed by the Chairman of Sir Mohammed Yusuf Trust on behalf of the Trust and Mr. Faruq Abdul Rehman Yusuf.
7. Another trustee of Sir Mohammed Yusuf Trust, Ms. Zaibunissa Mitha has in her letter dated 21<sup>st</sup> August, 2015 addressed to Mr. Nisar Ibrahim Patel with a copy thereof marked to the Owners has alleged that Mr. Nisar Patel has committed breach of trust and consequently she has terminated and cancelled the Power of Attorney dated 2<sup>nd</sup> May, 2009 granted in favour of Mr. Nisar Patel. This objection too does not affect the title of the Owners in respect of CTS No. 117C of Village Tungwa as the said land has already been transferred to the Owners under the Consent Decree duly

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registered on 12<sup>th</sup> August, 2015, thus the cancellation of the Power of Attorney is of no consequence.

8. The Owners have in response to the requisitions raised by us in respect of the Original Title Certificate confirmed the following:

- i. Residential user has been granted by the MCGM vide its order dated 19<sup>th</sup> May, 2016 in respect of portions of land forming part of CTS No. 117A(Part), 117A/1 , 117B (Part) and 117C of Village Tungwa aggregating to 77719.13 sq.mtrs.
- ii. Set back area of 5486.10 sq.mtrs. has been handed over to the MCGM for the purpose of road widening. This set back area is arrived at after amalgamation of (i) an area adm. 1702 sq.mtrs. bearing CTS No. 117A/1A, (ii) 3781 sq.mtrs. bearing CTS No. 117A/1C adm. and (iii) 3.1 sq.mtrs. bearing CTS No. 117A/1.
- iii. The Amenity Open Space of 9,000 sq.mtrs. forming part of CTS No. 117A/1D has not been handed over to the MCGM till date. The Amenity Open Space is vacant and does not affect, nor create any right of way, easement, charge, encumbrance and lien on the balance portion of the said property in any manner whatsoever. The Owners have not created any lease, license or sub-lease in respect of the said Amenity Open Space area admeasuring 9000 sq.mtrs.
- iv. The proposed DP road aggregating to 2285.68 sq.mtrs. as recorded in the Proforma Plan falls partly within CTS No. 117A/1B and partly within CTS No. 117A/1D and is yet to be surrendered. The proposed DP road is proposed to be amalgamated with CTS No. 117A/2 which has been already surrendered to PWD.

- v. Deed of Surrender of Lease dated 23<sup>rd</sup> December 2012 duly registered before the Sub Registrar, Kurla at Sr. No. KRL-1-11973/2012 and executed by EWAC Alloys Limited in favour of the Owners is in respect of a built up area adm. 3600 sq.mtrs. and pertains to the surrender of lease in respect of building constructed on CTS No. 117A of Village Tungwa. The same does not affect the title of the Owners in respect of the said property in any manner whatsoever.
- vi. The land bearing CTS No. 117B of Village Tungwa, leased to Tractor Engineer Ltd. was surrendered to the Owners under Deed of Surrender dated 10<sup>th</sup> June, 2010 duly registered before the Sub Registrar, Kurla at Sr. No. KRL-3-6647/2010. At present, this surrendered land forms part of the land leased to Sanofi India Ltd. under Lease Deed dated 24<sup>th</sup> September, 2015.
- vii. The Cancellation Deeds dated 12<sup>th</sup> June, 2015 duly registered before the Sub Registrar, Kurla at Sr. No. KRL-1-6765/2015 and 6766/2015 respectively executed between Arundhati Wariar and Meghnad Wariar with the Owners pertains to a flat the Wariar's had agreed to purchased. The same does not affect the title of the Owners in respect of the said property in any manner whatsoever.
- viii. The Affidavits dated 30<sup>th</sup> August, 2012, 3<sup>rd</sup> November, 2015 and 14<sup>th</sup> June, 2016 duly executed and registered before the Sub Registrar, Kurla respectively by the representatives of the Owners are routine and formal affidavits and do not affect the title of the Owners in respect of the said property in any manner whatsoever.

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- ix. The Owners have complied with all the conditions set out under the Exemption Order dated 31st March, 1978 granted in favour of the Owners by the Government u/s. 20 of the ULC Act in respect of several lands held by the Owners including CTS No. 117 of Village Tungwa (hereinafter collectively referred to as "**exempted land**") and subsequent orders in respect thereto (hereinafter collectively referred to as "**Exemption Orders**").
  - x. The development on the exempted land has been completed in due compliance with the Exemption Orders and sanctioned plans much before the ULC Act was repealed (i.e. before 29th November, 2007).
  - xi. No further challenge has been raised by Mr. Faruq Abdul Rehman Yusuf and/or Ms. Zaibunissa Mitha to the title of the Owners in respect of CTS No. 117C of Village Tungwa.
9. The Owners have replied to the fresh requisitions raised by us and affirmed on Affidavit on 23<sup>rd</sup> September, 2019 confirming the following:
- i. The Sanctioned Development Plan Remarks for the land bearing CTS Nos. 117A/1A, 117A/1, 117A/1B, 117A/2, 117A/1C, 117A/1D, 117C, 117B/2, 117B/1 and 117A/E of Village Tungwa shows that an area of 13.40 mtrs. and 45.75 mtrs. is reserved as Development Plan Road and there is no change in Sanctioned Development Plan in respect of the said property.
  - ii. Three separate Debenture Trust Deeds enlisted below have been executed between Nabha Power Ltd. in favour of IDBI Trusteeship Services Ltd. ("**Debenture Trustee**") and the Debenture Trustee therein has been secured by registered

mortgage created through the execution and registration of these Debenture Trust Deeds over Maharashtra Property viz. Flat No. 1606 adm. 59.04 sq.mtrs. carpet area i.e. approx. 635.51 sq.ft. on the 16<sup>th</sup> Floor in Tower T-3 in building Emerald Isle constructed on part of the said property ("**said Flat**") and more particularly described in Part 3 of Schedule 7 thereto:

- a. Debenture Trust Deed dated 16.3.2015 bearing no. KRL-1-7533/2015.
- b. Debenture Trust Deed dated 25.5.2015 bearing no. KRL-1-9383/2015.
- c. Debenture Trust Deed dated 25.5.2015 bearing no. KRL-1-9384/2015.

(Hereinafter collectively referred to as "**Debenture Trust Deeds**")

- iii. The Owners have clarified that the creation of mortgage in respect of the said Flat does not affect the title of the Owners in respect of the said property.
- iv. The Supplemental Agreement dated 24.9.2015 duly registered on 29.9.2015 at Sr.No. 5982/2015 clarifies the boundaries of the land agreed to be leased to Sanofi India Limited under registered Agreement for Sale dated 12<sup>th</sup> March, 2013, which land then came to be demised to Sanofi India Limited under an Indenture of Lease dated 24.9. 2015, duly registered on 29.9.2015 at Sr.No. 5983/2015.
- v. Construction is in progress on CTS No. 117A/1D of Village Tungwa.

- vi. The Owners have sold flats in the residential towers constructed on CTS No. 117A/1D of Village Tungwa and the flat purchasers of few of the residential towers have formed Societies under the Maharashtra Co-operative Societies Act, 1960, however, the residential towers and land beneath them is yet to be conveyed to these Societies.
- vii. The charge of SBI Cap Trustee Company Limited created on 30<sup>th</sup> March, 2017 is on shares of L&T Metro Rail (Hyderabad) Limited and not on the said property.
- viii. The registered Conveyance Deed dt. 29.12.2018 bearing no. KRL-3-1077/2019 executed between L&T and Snitch Property & Services Pvt. Ltd. is in respect of sale of some commercial premises in L&T Business Park and does not affect the title in respect of said property.
- ix. The Affidavits dated 18.8.2017, 22.8.2017, 6.10.2017 (*two affidavits*), 9.5.2018 (*two affidavits*), 29.6.2018, 17.11.2018, 2.3.2019, and 7.6.2019 duly executed and registered before the Sub Registrar, Kurla respectively by the representatives of the Owners are routine and formal affidavits and do not affect the title of the Owners in respect of the said property in any manner whatsoever.
- x. The Owners have applied for sub-division of CTS No. 117 A/1D before the City Survey Officer and the proceeding in respect thereto is still pending.
- xi. After the filing of Writ Petition No. 1578 of 2016, the Deputy Commissioner of Labour served Show Cause Notice dated 12<sup>th</sup> August, 2016 on the Owners in respect to the Complaint dated 13<sup>th</sup> August, 2015 filed by Mr. Uday Dixit calling upon the Owners to attend hearing on 22<sup>nd</sup> August, 2016. The said

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Show Cause Notice has been duly replied to and the representatives of the Owners have also attended hearings on the scheduled dates. However, no adverse orders have been passed in the said hearings and no further action has been taken by the Deputy Labour Commissioner in respect of Complaint filed by Mr. Uday Dixit.

10. The Property Tax as levied by MCGM on the said property till 30<sup>th</sup> September, 2019 has been paid fully by Owners. No further Property Tax is outstanding from Owners in respect of the said property.
11. The Owners have entered into various Leave and License Agreements with various Corporate Companies in respect of commercial premises situated at the L&T Business Park.
12. No other charges are created in respect of the said property save and except those mentioned in the Affidavit.

**CONCLUSION:**

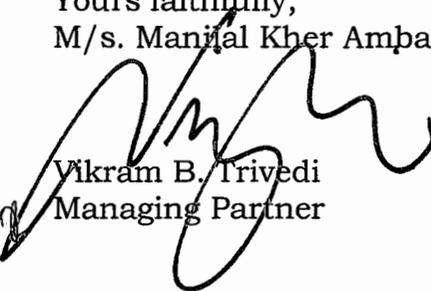
In view of what is stated hereinabove and subject to what is recorded in our observations and the encumbrances as set out herein, we find that the title of the Owners i.e. Larsen & Toubro Limited to developed and undeveloped land or ground bearing City Survey Nos. (i) 117A/1B admeasuring 15017.3 sq.mtrs., (ii) 117B/1 admeasuring 26620.1 sq.mtrs., (iii) 117C admeasuring 2276.7 sq.mtrs. and (iv) 117A/1D admeasuring 88144.7 sq.mtrs. totally admeasuring 1,32,058.8 sq.mtrs in Village Tungwa in Powai Estate Mumbai to be clear and marketable.

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The Owners also have a limited interest of leasehold rights for a period of 30 years with effect from 13<sup>th</sup> October, 2008 in respect of land admeasuring 3416.18 sq.mtrs. out of land bearing CTS No. 117A/2 admeasuring 9134.6 sq.mtrs. of Village Tungwa.

The Owners have already surrendered to the MCGM their right, title and interest in the set back area admeasuring 5486.10 and consequently, the Owners do not have any subsisting right, title interest in CTS No. 117A/1, 117A/1A and CTS No. 117A/1C, though the Property Register Cards in respect thereto still stands in the name of the Owners.

Yours faithfully,  
M/s. Manilal Kher Ambalal & Co.

  
Vikram B. Trivedi  
Managing Partner