

Annexures 5-Title Report



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M.L. Sharma • S.C. Goshan • A.M. Goshan • E.M. Vatswani • E.G. Saradaga • S.S. Vaidya • A.R. Jagan • Ms. P.G. Mehra • R.V. Garghe • G.L. Thakkar
O.K. Vatswani • Mr. M.D. Bhanu • D.D. Bhanu • Mr. S.S. Murthy • P.S. Desai • E.S. Vaidya

SVMS/ 3103 /2013

SUPPLEMENTAL REPORT ON TITLE

Re: ALL that piece or parcel of land bearing C. S. Nos. 71 (Part), 72, 77, 213/74 and 214/74 now amalgamated into C.S. No. 77 of Parel Sewi Division admeasuring in the aggregate 26,247.12 square meters or thereabouts and bearing Municipal Ward Nos. FS 300 (1-81)/301, F-302-303 (1-2), F-298 (2-2 A/1), F-118 (1), F-115 (2) and 117 (1-2), F-116 (1), F-116 (2), F-116 (3) F-116 (4) situate lying and being at Curry Road, Mumbai 400 012, within the Registration District and Sub-District of Mumbai City ("the said Property").

TO WHOMSOEVER IT MAY CONCERN

1. We have by our Report on Title dated 9th January, 2007 (hereinafter referred to as "the said Report on Title"), certified the title of Nish Developers Private Limited (hereinafter referred to as the "said Company") to the Property as more particularly described in the Schedule hereunder written. A copy of the said Report on Title is hereto annexed and collectively marked as Annexure I.
2. The Company has now requested us to issue a Supplemental Report on Title with respect to the said Property.
3. On a perusal of the P.R.Card of the said Property, we find that the said Property which was allotted C. S. Nos. 71 (Part), 72, 77, 213/74 and 214/74 has now been now amalgamated into C.S. No. 77 of Parel Sewi Division, the area whereof admeasures 26,247.12 square meters.
4. We have caused searches to be conducted in the office of the concerned Sub-Registrar of Assurances through search clerk, Mr.N.B.Vagal for the period from 1970 to 2013. We have also caused public notice to be issued in two local newspapers, i.e. "Free Press Journal" dated 1st April, 2013 and "Navshakti" dated 2nd April, 2013 inviting claim from the public in respect of the said Property. No claims have been received by us affecting the said Property.
5. By and under a Declaration of even date, executed by Mr.Jaiprakash Khemka, in his capacity as the Director of the Company, it is *inter-alia* declared that:-
 - (a) The Company has not created any kind of mortgage, charge or encumbrance in respect of the said Property;

- (b) The said Property is not the subject matter of any pending litigation, dispute or attachment either before or after judgment nor is there any restraining order or injunction passed by any court or authority pertaining to the said Property or any part thereof; and
- (c) There is no winding up order passed against the Company.
6. On the basis of and subject to the above, in our opinion, the title of the Company, viz., Nish Developers Private Limited to the said Property as more particularly described in the Schedule hereunder written is clear and marketable.

THE SCHEDULE HEREINABOVE REFERRED TO
(Description of the said Property)

All that piece or parcel of land bearing C.S. Nos. 71 (Part), 72, 73, 213/74 and 214/74 now amalgamated into C.S. No. 77 of Parcel Sewri Division admeasuring in the aggregate 26,247.12 square meters or thereabouts and bearing Municipal Ward Nos. FS 300 (1-61)/501, F-302-503 (1-2), F-298 (2-1 A/1), F-118 (1), F-115 (2) and 117 (1-2), F-116 (1), F-116 (2), F-116 (3) F-116 (4) situate lying and being at Curry Road, Mumbai 400 012, within the Registration District and Sub-District of Mumbai City.

Dated this 12th day of April, 2013.

Kanga and Company,


Partner

KANGA & CO. (Regd.)
Advocates & Solicitors
Established 1890

M. L. Shakti
K. S. Modi
S. C. Keshari
A. M. Desai
K. M. Vatsara
S. G. Barotia
R. V. Narayan Das
S. S. Thakkar

In ready cash

SVL 347 /2007

ANNEXURE - I

Registered Map No.
41, Vihar Narayan Road
Mumbai - 400 031, India
Tel: (022) 229 5537/2285
2543 9543
2288 2252
Fax: (022) 229 5537/9556
8812 9257
E-mail: info@kangacoinc.com

REPORT ON TITLE

Re: All that piece or parcel of land with the structures standing thereon situate, lying and being at Curry Road, Mumbai - 400 012, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing C.S. Nos. 71(Part), 72, 77, 213/74 and 214/74 of Parcel Sewri Division containing by admeasurement 2621.88 sq. mtrs. or thereabouts (in aggregate), and bearing Municipal Ward Numbers PS 300 (1-61)/301, F-302-303 (1-2), F-398 (2-2 A/D), F/118 (1), F-115 (2) & 117 (1-2), F-116 (3), F-116(1), F-116 (4) and F-116(2).

TO WHOMSOEVER IT MAY CONCERN

1. One Hajee Cassum Agboatwala, during his lifetime, was owned and possessed of or otherwise well and sufficiently entitled to various moveable and immoveable properties in Mumbai and elsewhere in the State of Maharashtra including the property situate at Curry Road, Mumbai - 400 012 more particularly described in the Schedule hereunder written (hereinafter referred to the "said Property").
2. The said Hajee Cassum expired intestate in June 1917, leaving behind his son, Hajee Alimohammed Hajee Cassum Agboatwala as his only heir and next of kin. Pursuant to the demise of the said Hajee Cassum Agboatwala, the properties owned by him including the said Property devolved, according to the personal law to which he was subject, upon his son Hajee Alimohammed Hajee Cassum.
3. The said Hajee Alimohammed Hajee Cassum Agboatwala (hereinafter referred to as "the Deceased") expired in Mumbai on or about the 7th day of November, 1946, leaving behind his Last Will and Testament dated the 10th day of November, 1934, whereby he appointed his wife Fatmabai and his two sons, namely (i) Suleman Hajee Alimohammed, (ii) Cassum Hajee Alimohammed, and Nowroji Merwanji Mehta and Rustonji Daunishshaw Dalal, as Executors, Executors and Trustees, respectively. The said Hajee Alimohammed Hajee Cassum expired leaving him surviving as his heirs, according to the personal law by which he was governed at the time of his death, his widow Bai Fatmabai, his four sons viz., (1) Dawood (by his predeceased wife Hafimabai), (2) Suleman, (3) Cassum and (4) Ameer (the last three by his widow the said Fatmabai) and three daughters viz., (1) Mariambai (by his predeceased wife Hafimabai), (2) Kharobai (by his predeceased wife Hafimabai) (3) Aminabai and (4) Hamoodai (last two by his widow the said Fatmabai). No Probate of the said Will has been obtained.

4. Pursuant to the demise of the Deceased, the said (i) Farnabai and the said (ii) Sulerman Hajee Alimohammed and (iii) Cassim Hajee Alimohammed and (iv) Nowroji Merwanji Mafna filed a suit for the administration of the estate of the Deceased in the High Court of Judicature at Bombay, being Suit No. 3415 of 1947 (hereinafter referred to as the "said Suit"), in which the said four sons were the Plaintiff Nos. 2 and 3 and Defendant Nos. 1 and 6 respectively and the said four daughters were the Defendant Nos. 2, 3, 4 and 5, respectively.
5. By an order dated 30th June, 1950, passed by the Hon'ble Bombay High Court in the said Suit, the Court Receiver, High Court, Bombay, was appointed Receiver of the estate of the Deceased and was authorized to sell the properties comprising the estate of the Deceased.
6. By a Preliminary Administration Decree dated 23rd day of November, 1952, passed by the Hon'ble Bombay High Court in the said Suit, the shares of the heirs in the estate of the Deceased were declared.
7. By an Order dated 5th April, 1968, passed by the Hon'ble Bombay High Court in the said Suit, it was, *inter alia*, ordered that certain properties should be sold by Public Auction in separate lots without reserve bid but subject to confirmation of the court after the sale. By the said Order, liberty was granted to Plaintiff Nos. 1, 2(a) (viz., Farnabai and Badrushama) and Defendant No. 1(a) to (j), 3, 5 and 6 jointly (viz., Bai Zulekhabai, Abubakar, Salim, Aziz, Farid, Yasin, Shabbir, Havabai, Mumtaz, Mariambai and Anwar) to bid and set off the price of the said properties against their respective full shares in the estate of the Deceased. By consent, it was further ordered that for the purpose of bidding at the auction, Abdul Masjid Patka (i.e. the husband of Defendant No.5) or failing him, Salim Dawood Agboatwala (i.e. Defendant No. 1(c)) should represent the said parties.
8. The said Dawood Hajee Alimohammed, being Defendant No. 1 in the said Suit, expired intestate at Mumbai on 1st December, 1963, leaving behind him surviving his widow Bai Zulekhabai; seven sons viz. (1) Abubakar (2) Salim, (3) Aziz, (4) Farid, (5) Yasin, (6) Shabir and (7) Zubair and two daughters viz. (1) Havabai and (2) Mumtaz.
9. By an Indenture of Conveyance dated 12th September, 1968, duly registered with Sub-Registrar of Assurances at Mumbai under No.BOM/2238/68 of Book No.1 on 20th October, 1970, the said Havabai, daughter of the said Dawood Haji Alimohammed, conveyed her undivided 7/128 share in the estate left by the Deceased, Hajee Alimohammed, including her share in the said Property to (i) Zulekhabai Dawood and (ii) Salim Dawood.
10. By an Indenture of Conveyance dated 11th October, 1968, duly registered with the Sub-Registrar of Assurances at Bombay under No.BOM/348/68 of Book No. 1 on 24th September, 1971, the said Abubakar, son of Dawood Agboatwala, conveyed his undivided 7/64 share in the estate of the

Deceased, Hajee Alimohammed, including his share the said Property to (1) Zulekhabai Dawood and (2) Salim Dawood.

11. Pursuant to the directions contained in the said Preliminary Administration Decree dated 15th November, 1952 and the Order dated 5th April, 1958, the Court Receiver, High Court, Bombay, sold, *inter alia*, the said Property, in the auction held on 11th March, 1959, to the Plaintiff No. 1, (viz. Faimabai) Plaintiff No. 2(a) (viz. Badrushama), the Defendant Nos. 1(a) to 1(f), 1, 5 and 6 (viz. Bai Zulekha, Abubakar, Salim, Aziz, Farid, Yasin, Shabbir, Zubair, Havabai, Mumtaz, Mariambai, Hamoobai and Anwar respectively). The said sale was sanctioned by the Hon'ble Bombay High Court on the 19th March, 1969 and possession thereof was handed over to respective parties by the Court Receiver on the 1st April, 1969.

12. By an Indenture of Conveyance dated 27th October, 1969, duly registered with the Sub-Registrar of Assurances at Bombay under No.BOM/3714 of 1969 Book No. 1 on the 27th day of March, 1974 the said Badrushama, widow of Suleman Hajee Alimohammed Hajee Cassum conveyed her undivided 1/3 share in the estate of the said Suleman Hajee Alimohammed which was undivided 7/36 share in the estate of the Deceased Hajee Alimohammed, including his share in the said Property, to the said Anwar Hajee Alimohammed Agboatwala at or for the consideration and on the terms and conditions therein contained.

13. By an Indenture of Conveyance dated 26th December, 1970 duly registered with Sub-Registrar of Assurances at Bombay under No.BOM/405270 of Book No. 1 on 31st January, 1972, the said Farid S/o. Dawood Hajee Alimohammed conveyed his undivided 7/64th share in the estate of the said Dawood which was undivided 49/1728 share in the estate of the Deceased, Hajee Alimohammed, including his share in the said Property to (i) Bai Zulekhabai Dawood (ii) Salim S/o. Dawood and (iii) Yasin S/o. Dawood at or for the consideration and on the terms and conditions therein contained.

14. By an Indenture of Conveyance dated 23rd January, 1971, duly registered with the Sub-Registrar of Assurances at Bombay under No.BOM/279771 of Book No. 1 on 15th June, 1972, the said Aziz S/o. Dawood Hajee Alimohammed conveyed his undivided 7/64 share in the estate of the said Dawood, which was undivided 49/1728 share in the estate of the Deceased, Hajee Alimohammed, including his share in the said Property to the said (i) Zulekhabai Dawood (ii) Salim S/o. Dawood and (iii) Yasin S/o. Dawood at or for the consideration and on the terms and conditions therein contained.

15. Pursuant to the demise of some of the heirs of the Deceased, Hajee Alimohammed Hajee Cassum Agboatwala, namely (1) Dawood S/o Hajee Alimohammed, who expired on 1st December, 1963 at Mumbai, (2) Suleman S/o. Hajee Alimohammed, who expired on 21st May, 1966 at Mumbai; (3) Khatabai D/o Hajee Alimohammed, who expired in May 1953 at Mahabaleshwar; (4) Bai Faimabai, widow of Hajee Alimohammed, who expired on 19th May, 1973 at Mumbai; (5) Mariambai D/o Hajee Alimohammed, who expired on 17th November,

1986 at Mumbai; (6) Zulekhabai Dawood Agboatwala, who expired on 6th March, 1989 at Mumbai and (7) Agboatwala Shabbir Dawood, who expired on 11th September, 1989 at Mumbai and by virtue of diverse acts, deeds and events as aforesaid, the estate of the Deceased, the said Hajee Alimohammed Hajee Cassum Agboatwala, including the said Property more particularly described in the Schedule hereunder written, ultimately devolved upon (1) Anwar Hajee Alimohammed Hajee Cassum Agboatwala, (2) Smt. Hamubai daughter of Hajee Alimohammed Hajee Dawood Agboatwala, (3) Salim Dawood Agboatwala, (4) Yasin Agboatwala, (5) Smt. Najmussahar w/o Shabbir Dawood Agboatwala, (6) Sarafraz Shabbir Agboatwala, (7) Zubair Dawood Agboatwala, (8) Smt. Mumtaz, daughter of, Dawood Agboatwala, (9) Abdul Latif Mohammed Siddique Parka, (10) Firoz Mohammed Siddique Parka, who, being the surviving heirs and legal representatives of the Deceased Hajee Alimohammed Hajee Cassum Agboatwala became co-owners of the estate of the Deceased including the said Property more particularly described in the Schedule hereunder written, having fixed shares therein as per Mohammedan Law, by which the Deceased was governed, at the time of his demise.

16.

As per P.R. Card, the total area of C.S.No.71 (Part) is about 25,483.79 sq. meters. By an Indenture of Conveyance dated 24th July, 2003 registered with the Sub-Registrar of Assurances at Mumbai under No. BBE-2/4560/2003, (1) Anwar Hajee Alimohammed Hajee Cassum Agboatwala, (2) Smt. Hamubai daughter of Hajee Alimohammed Hajee Cassum Agboatwala, (3) Salim Dawood Agboatwala, (4) Yasin Dawood Agboatwala, (5) Smt. Najmussahar w/o Shabbir Dawood Agboatwala, (6) Sarafraz Shabbir Agboatwala, (7) Zubair Dawood Agboatwala, (8) Smt. Mumtaz, daughter of, Dawood Agboatwala, (9) Abdul Latif Mohammed Siddique Parka, (10) Firoz Mohammed Siddique Parka, and (11) Smt. Hamidabanu Mohammed Siddique Parka, sold, conveyed and transferred a portion of the land bearing C.S.No.71 (Part) admeasuring 1818.86 sq. meters to M/s. Bombay Metal Industries at or for the consideration and on the terms and conditions therein contained.

17.

By Title Certificate bearing No. ASC/2273 dated 21st July, 2006 issued by Messrs Desai and Diwanji, Advocates and Solicitors, it is certified that the title of (1) Anwar Hajee Alimohammed Hajee Cassum Agboatwala, (2) Smt. Hamubai daughter of Hajee Alimohammed Hajee Cassum Agboatwala, (3) Salim Dawood Agboatwala, (4) Yasin Dawood Agboatwala, (5) Smt. Najmussahar w/o Shabbir Dawood Agboatwala, (6) Sarafraz Shabbir Agboatwala, (7) Zubair Dawood Agboatwala, (8) Smt. Mumtaz, daughter of, Dawood Agboatwala, (9) Abdul Latif Mohammed Siddique Parka, (10) Firoz Mohammed Siddique Parka, and (11) Smt. Hamidabanu Mohammed Siddique Parka to the said Property more particularly described in the Schedule hereunder written is marketable and free from encumbrances and all reasonable doubts.

18.

By an Indenture of Conveyance dated 26th July, 2006 made between (1) Anwar Hajee Alimohammed Hajee Cassum Agboatwala, (2) Smt.

Hanubai daughter of Hajee Alimohammed Hajee Cassim Agboatwala, (3) Salim Dawood Agboatwala (4) Yasin Dawood Agboatwala, (5) Smt. Najmussaher w/o Shabbir Dawood Agboatwala, (6) Sarafraz Shabbir Agboatwala, (7) Zubair Dawood Agboatwala, (8) Smt. Muntaz, daughter of Dawood Agboatwala, (9) Abdel Latif Mohammed Siddique Patka, (10) Firoz Mohammed Siddique Patka, and (11) Smt. Hamidabano Mohammed Siddique Patka, therein referred to as the Vendors of the One Part and Nish Developers Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai under No. BBE-1/7513/2006 on 17th July, 2006, the Vendors therein sold, transferred and conveyed to the Purchaser therein the said Property more particularly described in the Schedule hereunder written at or for the consideration and on the terms and conditions therein contained.

19. At present, there are 687 tenants and occupants on the said Property.
20. We have caused searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai. We have also issued notices in two local newspapers, i.e. "Free Press Journal" dated 30th August, 2006 and "Navshakti" dated 31st August, 2006 inviting claim from the public in respect of the said Property. No claims have been received by us affecting the said Property.

21. On the basis of and subject to what is stated heretofore, in our opinion, the title of Nish Developers Private Limited to the said Property more particularly described in the Schedule hereunder written is clear and marketable.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land with the structures standing thereon situate, lying and being at Curry Road, Mumbai - 400 012, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban containing by admeasurement 26321.88 sq. mtrs. or thereabouts (in aggregate), bearing the following C.S. Nos. of Paret Sewri Division:

<u>C.S. Nos.</u>	<u>Area (sq. mtrs.)</u>
71 (Part)	22664.93
72	01561.61
77	00544.32
213/74	00855.36
214/74	00695.66
Total	26321.88 sq. mtrs.

and bearing Municipal Ward Numbers FS 300 (1-6)/501, F-302-303 (1-2), F-398 (2-2 A/1), F-418 (1), F-415 (2) & 117 (1-2), F-416 (3), F-416(1), F-416 (4) and F-416(2) and bounded as follows, that is to say:

- On or towards the NORTH
by Mahadev Palav Marg (Curry Road) and land bearing C. S. No.1/75 of Parcel Sewri Division;
- On or towards the EAST
by Dr. Baba Saheb Ambedkar Marg (Supari Bungal);
- On or towards the SOUTH
by Land bearing C. S. No.53 and 3/52 of Parcel Sewri Division;
- On or towards the WEST
by Part of land bearing C.S.No.71 of Parcel Sewri Division owned by Bombay Metal Industries as also chawl known as Hajee Kassam Chawl and 9.10 meter wide existing Road.

Dated this 9th day of January, 2007.

Kanga and Company.


Partner.