

## MERLYN DIAS

B.Com, LL.B.

ADVOCATE, BOMBAY HIGH COURT

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### ANNEXURE - A

#### 1. FLOW OF TITLE OF THE PROPERTY:

**Romell Properties Pvt. Ltd.**, hereinafter referred to as "**the Owner**", is sufficiently seized, possessed and entitled to ALL THAT piece and parcel of land or ground, hereditaments and premises bearing CTS No.365 admeasuring 3,969.90 sq. mtrs. as per the property register card, corresponding to Survey Nos. 27/1, 27/3 (part), 23A1/2 (part) and 29/1 situate, lying and being in the revenue Village of Mogra, Taluka Andheri, Mumbai Suburban District and otherwise situated at Vijay Raut Road, Pump House, Near Sher-E-Punjab, Mogra, Andheri (East), Mumbai 400 093, 'K - East' Ward, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as "**the said Property**" or "**the Plot No.365**".

Romell Properties Pvt. Ltd., the Owner herein, has derived its right, title and interest in the said Property by virtue of duly registered deeds and documents executed by the legal heirs of late Chaturbhai Prabhudas Patel, the erstwhile owner of the said Property as recorded hereinafter.

For the purpose of this Certificate of Title, the Owner herein has provided me with information and copies of revenue records, title deeds, documents and orders concerning the said Property and on perusal, scrutiny and verification, the following position emerges:-

#### (I) Root of Title of the Owner to the said Property:

- (a) It is seen that by a Deed of Partition dated 30th April, 1949, duly registered at the Office of the Sub-Registrar of Assurances at Bandra under registration Sr. No. BND/470 of 1949 of Book No. I with Plans annexed thereto, one (1) Purshottam Lallubhai Patel, the Party of the First Part therein, one (2) Kantilal Haribhai Patel, the Party of the Second Part therein and said (3) Chaturbhai Prabhudas Patel, the Party of the Third Part therein, record therein that they have jointly purchased as Tenants-in-common the agricultural plots of land at Village Mogra formerly in Taluka South Salsette, now in Greater Bombay, District Bombay Suburban, Registration Sub-District of Bandra as more particularly described at Schedule "A" to the Deed of Partition. The parties to the said Deed further record that as per their mutual understanding and on the terms and conditions recorded therein they have partitioned the property described in Schedule "A" thereto by metes and bounds. Accordingly, various plots of land at Village Mogra were allotted in favour of Chaturbhai Prabhudas Patel, as his absolute share which came to be described in Schedule

"D" to the Deed of Partition and as shown demarcated in red colour boundary lines in "Plan No. 3" annexed thereto. It is seen that plots bearing Survey Nos. 27/1, 27/3 (part), 23A1/2 (part) and 29/1, the said Plot No.365 herein and the said Property herein along with plots bearing Survey Nos. 43/1, 43/2 and 43/5 corresponding to CTS No.382 were allotted in favour of Chaturbhai Prabhudas Patel under the aforesaid Deed of Partition.

- (b) The above referred Plot bearing Survey Nos. 43/1, 43/2 and 43/5 corresponding to CTS No.382 are also situated at Village Mogra and were absolutely owned by said Chaturbhai Prabhudas Patel during his lifetime and were conveyed in favour of the Owner herein along with Plot No.365 by virtue of common deeds and documents as recorded hereafter and is referred to as **"Plot No.382"**. However, this Title Report is issued only with respect to the title of the Owner to Plot No.365.
- (c) Thereafter, it is seen that the partition of the properties at Village Mogra as recorded in the aforesaid Deed of Partition came to be recorded in the Record of Rights vide Mutation Entry No.512 dated 10th August, 1953 accordingly, the name of said Chaturbhai Prabhudas Patel was mutated as owner/occupant of various plots of land at Village Mogra along with Plot No.365 and Plot No.382.
- (d) In view of the aforesaid and by virtue of the aforesaid Deed of Partition dated 30th April, 1949, the said Chaturbhai Prabhudas Patel became the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to Plot No.365 and Plot No.382.
- (e) It is seen that said Chaturbhai Prabhudas Patel alongwith his brothers Harmanbhai Prabhudas Patel and Bhilalbhai Prabhudas Patel was carrying on business of Milk Dairy Farm, milk merchants and as owners of buffalo stable farms and for the purpose of carrying on the business, a partnership firm under the name and style of M/s. Chaturbhai Prabhudas was constituted between the three brothers, hereinafter referred to as **"the Firm"**. From time-to-time various Deeds of Partnership came to be executed to give effect to the change in the constitution resulting from either the death of the partners and/or retirement or admission of new partner/s.
- (f) It is seen that the said Chaturbhai Prabhudas Patel, died intestate on or about 3rd March, 1962, leaving behind his widow, Smt. Kashiben Chaturbhai Patel, 5 sons and 3 daughters viz., (1) Jashbhai Chaturbhai Patel, (2) Natwarbhai Chaturbhai Patel, (3) Dinesh Chaturbhai



## MERLYN DIAS

ADVOCATE, BOMBAY HIGH COURT

Patel, (4) Hargovind Chaturbhai Patel, (5) Vasant Chaturbhai Patel, (6) Suryaben alias Pushpa Chaturbhai Patel, (7) Madhuben Chaturbhai Patel and (8) Nirmalaben Chaturbhai Patel as his legal heirs and next-of-kin as per the Hindu Succession Act, 1956, hereinafter referred to as **"the Legal Heirs of Chaturbhai Prabhudas Patel"**.

- (g) In view of the aforesaid, the Legal Heirs of late Chaturbhai Prabhudas Patel inherited the entire estate left behind by the said Chaturbhai Prabhudas Patel at the time of his death, accordingly their names were mutated in the Record of Rights of Plot No.365 and Plot No.382 vide a common Mutation Entry No. 971 dated 23rd December, 1964.
- (h) Further it is seen that the Property Register Card in respect of Plot No.365 and Plot No.382 were also opened and on making inquiries the names of the Legal Heirs of Chaturbhai Prabhudas Patel were recorded as Original Holders/Occupants thereof since 1965, thereby each having equal share, right, title and interest in Plot No.365 and Plot No.382.
- (i) It is further seen that on the basis of an unilateral Vardi given by only one of the Legal Heir of late Chaturbhai Prabhudas Patel viz., Jasubhai Patel, the name of the Firm viz., M/s. Chaturbhai Prabhudas was mutated in the Record of Rights of Plot No.365 and Plot No.382 vide a common Mutation Entry No. 1173 dated 23rd September, 1970. It is seen that this Mutation Entry No. 1173 seems to have been given effect to without giving any notice to the Legal Heirs of deceased Chaturbhai Prabhudas Patel whose names were already recorded vide Mutation Entry No.971. It is further seen that no registered document duly executed in favour of the Firm has been produced by said Jasubhai Patel and only on the basis of his oral Application/Vardi the Mutation Entry No.1173 was given effect. Mutation entries are made for fiscal purposes and neither create nor extinguish title and that no such change was made in the Property Register Card and the names of the Legal Heirs of Chaturbhai Patel continued as Holders/Occupants of Plot No.365 and Plot No.382.
- (j) It is seen that Smt. Kashiben Chaturbhai Patel, widow of Chaturbhai Prabhudas Patel, died intestate on or about 24th March, 1997, leaving behind her 5 sons and 3 daughters viz., the Legal Heirs of Chaturbhai Prabhudas Patel as recorded hereinabove as her legal heirs and next-of-kin as per the Hindu Succession Act, 1956. The Legal Heirs of Chaturbhai Prabhudas Patel inherited the entire estate left behind by the deceased Kashiben Chaturbhai

Patel at the time of her death including Plot No.365 and Plot No.382.

- (k) It is seen that Hargovind Chaturbhai Patel, son of Chaturbhai Prabhudas Patel, died intestate on or about 17th May, 2004 and his widow, Smt. Hansaben Hargovind Patel, died intestate on or about 6th December, 2005, leaving behind son and daughter viz., Rupesh Hargovind Patel and Darshana Amin alias Darshana Hargovind Patel, as their legal heirs and next-of-kin as per the Hindu Succession Act, 1956. Accordingly, the names of Smt. Kashiben Chaturbhai Patel, Hargovind Chaturbhai Patel and Smt. Hansaben Hargovind Patel stood deleted on the Property Register Card and the names of Rupesh Hargovind Patel and Darshana Amin alias Darshana Hargovind Patel were mutated therein vide a common Mutation Entry No. 266 dated 14th October, 2008.
- (l) In view of the aforesaid facts, it is seen that the Legal Heirs of late Chaturbhai Prabhudas Patel along with Rupesh Hargovind Patel and Darshana Amin alias Darshana Hargovind Patel, became the sole and absolute owners of and sufficiently seized, possessed and entitled to Plot No.365 and Plot No.382.
- (m) It is further seen that by and under a Deed of Conveyance dated 30th March, 2007, duly registered at the Office of the Sub-Registrar of Assurances at Andheri No. 1 under registration Sr. No. BDR-1/2702 of 2007, said Jashbhai Chaturbhai Patel, the Vendor therein of the One Part, sold, conveyed and transferred in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, his 1/8th (one-eighth) undivided share, right, title and interest in Plot No.365 and Plot No.382, for the agreed valuable consideration more particularly set out therein. Accordingly, the name of Romell Properties Pvt. Ltd. is mutated in the Revenue Records of Plot No.365 and Plot No.382 for 1/8th (one-eighth) undivided share therein vide common Mutation Entry No. 197 dated 28th May, 2007. It is seen that Jashbhai Patel is the same person who had given Vardi on the basis of which Mutation Entry No.1173 was made on 23rd September, 1970 and he has himself executed this Deed of Conveyance which clearly shows that the said Property and Plot No.382 were exclusively owned by late Chaturbhai Patel and thereafter by his Legal Heirs and not by the Partnership Firm.
- (n) Thereafter in furtherance to the execution of the Deed of Conveyance dated 30th March, 2007, Jashbhai Chaturbhai Patel also executed a Power of Attorney of the same date thereby appointing Romell Properties Pvt. Ltd., Jude Romell



**MERLYN DIAS**  
**ADVOCATE, BOMBAY HIGH COURT**

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and Domnic Romell, jointly and/or severally as his constituted attorney and conferring powers inter alia to deal with Plot No. 365 and Plot No. 382.

- (o) It is further seen that by a Deed of Conveyance dated 2nd May, 2008, duly registered at the Office of the Sub-Registrar of Assurances at Andheri No. 3 under registration Sr. No. BDR-9/3879 of 2008, said (1) Natubhai C. Patel, (2) Dinesh C. Patel, (3) Vasant C. Patel, (4) Pushpa Chimanbhai Patel (Suryaben Chimanbhai Patel) Nee Suryaben C. Patel, (5) Madhuben B. Patel (Nee Madhuben C. Patel), (6) Nirmalaben H. Patel (Nee Nirmalaben C. Patel), (7) Rupesh H. Patel, son of the deceased Hargovind C. Patel and (8) Darshana M. Amin (Nee Darshana H. Patel), daughter of the deceased Hargovind C. Patel, the Vendors therein of the One Part, sold, conveyed and transferred in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, their entire 7/8th (seven-eighth) undivided share, right, title and interest in Plot No. 365 and Plot No. 382 for the agreed valuable consideration more particularly set out therein. Accordingly, the name of Romell Properties Pvt. Ltd. is mutated in the Revenue Records of Plot No.365 and Plot No.382 for the balance 7/8th (seven-eighth) undivided share therein vide common Mutation Entry No. 267 dated 14th October, 2008.
- (p) Thereafter in furtherance to the execution of the Deed of Conveyance dated 2nd May, 2008, said Natubhai Chaturbhai Patel and Others, the Vendors to the aforesaid Deed, have also executed a Power of Attorney of the same date, duly registered at the Office of the Sub-Registrar of Assurances at Andheri No. 3 under registration Sr. No. BDR-9/3880 of 2008 registered on 7th May, 2008 thereby appointing Romell Properties Pvt. Ltd., Jude Romell and Domnic Romell, jointly and/or severally as their constituted attorney conferring powers inter alia to deal with Plot No. 365 and Plot No. 382.
- (q) In view of the above circumstances and by virtue of the aforesaid two registered Deeds of Conveyance dated 30th March, 2007 and 2nd May, 2008, Romell Properties Pvt. Ltd., became the sole and absolute owner of and is seized, possessed and sufficiently entitled to Plot No. 365 and Plot No.382 and having paid the entire consideration recorded under the respective Deeds, was placed in actual physical possession thereof.

**(II) Litigation:**

- (a) Perusal of the aforesaid Deeds of Conveyance dated 30th March, 2007 and 2nd May, 2008 and other documents

executed in faovur of the Owner herein, record existence of certain proceedings, Firstly, Proceedings filed by Harmanbhai Prabhudas Patel as retiring partner of M/s. Chaturbhai Prabhudas and Secondly, Arbitration Petition filed by the three sons of Jashbhai Patel viz., Pankaj Jashbhai Patel and 2 Others, as retiring partner of M/s. Chaturbhai Prabhudas, the brief narration of the dispute, the Orders and the current status of the proceedings is as under:

**Proceedings filed by Harmanbhai Prabhudas Patel:**

- (b) As recorded in Para 1, Clause (I) (e) hereinabove, it is seen that Chaturbhai Prabhudas Patel alongwith his 2 brothers were the original partners of partnership firm of M/s. Chaturbhai Prabhudas and from time-to-time various Deeds of Partnership came to be executed to give effect to the change in the constitution resulting from either the death of the partners and/or retirement and/or admission of new partner/s.
- (c) It is seen that the Firm is registered with the Registrar of Firms under Regd. No. BA - 18399 on 27th May, 1988 and as per the Partnership Extract the persons whose names were shown as partners of the Firm were the 5 sons of late Chaturbhai Prabhudas Patel viz., (1) Jashbhai Chaturbhai Patel, (2) Natubhai Chaturbhai Patel, (3) Dineshbhai Chaturbhai Patel, (4) Hargovind Chaturbhai Patel, (5) Vasant Chaturbhai Patel; 3 sons of Jashbhai Chaturbhai Patel viz., (6) Pankaj Jashbhai Patel, (7) Praful Jashbhai Patel, (8) Mahesh Jashbhai Patel, son of Natwarlal Chaturbhai Patel viz., (9) Sanjay Natubhai Patel and son of Hargovind Chaturbhai Patel viz., (10) Rupesh Hargovind Patel.
- (d) It is seen that prior to the registration of the Firm with the Registrar of Firms, said Harmanbhai Prabhudas Patel and his son Yogendra Harmanbhai Patel had retired from the Firm and the same was recorded by virtue of Deed of Partnership dated 27th November, 1981. However, since it was contended by Harmanbhai Prabhudas Patel that he was not paid and provided his share of his entitlement in the properties and assets of the Firm, he filing Special Civil Suit No. 253 of 1984 (later re-numbered as Sp. Civil Suit No. 145/1989) before the Ld. Civil Judge (Sr. Div.), Nadiad, State of Gujarat for the dissolution of partnership firm of M/s. Chaturbhai Prabhudas and for various other reliefs as recorded therein. Harmanbhai Prabhudas Patel expired during the pendency of the Suit leaving behind his widow Maniben Harmanbhai Patel and others including his son Yogendra Harmanbhai Patel and accordingly the Suit was



amended and the heirs and legal representatives were brought on record. The said Suit was transferred to the Court of Ld. Civil Judge (Sr. Div.), Anand and was numbered as Special Civil Suit No. 145 of 1989. It is seen that by a Judgment and Decree dated 5th May, 1993 the Special Civil Suit No. 145 of 1989 came to be dismissed.

- (e) Thereafter, Maniben Harmanbhai Patel and Others, the original Plaintiffs filed First Appeal No. 1121 of 1993 in the Hon'ble Gujarat High Court at Ahmedabad against Jashbhai Chaturbhai Patel and Others challenging the Judgment and Decree dated 5th May, 1993. Civil Application No. 2078 of 1993 was filed by Maniben Harmanbhai Patel and Others therein and by an Order of Injunction/Status Quo dated 21st June, 1993 Jashbhai Chaturbhai Patel and Others were restrained from alienating the suit properties.
- (f) Thereafter, Jashbhai Chaturbhai Patel & Others filed Civil Application No. 5143 of 1995 in First Appeal No. 1121 of 1993 in the Hon'ble Gujarat High Court for modification of the Order of Injunction dated 21st June, 1993, the Civil Application was disposed off by an Order dated 5th May, 1999 thereby concluding that the Plaintiffs' i.e. Heirs of Harmanbhai Prabhudas Patel's claim to be only to the extent of 1/6th share in the properties alleged to be of the partnership firm, accordingly the interim injunction/status-quo granted by the aforesaid Order dated 21st June, 1993 in respect of Plot No.365 and Plot No.382 stood vacated. Paragraph 7 of the Order dated 5th May, 1999 reads thus:

*"7. Accordingly, the interim injunction directing the applicants herein (defendants in Special Civil Suit No.253/84 and respondents in First Appeal No.1121/93) to maintain status quo shall be confined to all the immovable properties described in the statement at Mark- M & N to the plaint except the lands admeasuring 9975 and 5527 sq. yards. In other words, now there is no interim injunction in respect of lands bearing survey nos. 23A/2, 27/1, 27/2, 27/3 (part) and 29/1 admeasuring 5527 sq. yards and the lands bearing survey nos. 43/1, 43/2 and 43/5 admeasuring 9975 sq. yards. At village Mogra near Andheri and there is also no interim injunction in respect of the movable properties."*

- (g) It is seen that the website of Hon'ble Gujarat High Court shows that on 25th June, 2005 the High Court has disposed off the First Appeal No. 1121 of 1993.

**Proceedings filed by Pankaj Jashbhai Patel and 2 Others:**

(h) During the course of the aforesaid proceedings filed by Harmanbhai Prabhudas Patel being pending and being contested, it is seen that by a Deed of Retirement dated 24th February, 2003 executed by and between (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel, (3) Mahesh Jashbhai Patel, (4) Sanjay Natubhai Patel, (5) Rupesh Hargovind Patel, the Retiring Partners of the One Part therein and (6) Jashbhai Chaturbhai Patel, (7) Natubhai Chaturbhai Patel, (8) Dineshbhai Chaturbhai Patel, (9) Hargovind Chaturbhai Patel and (10) Vasant Chaturbhai Patel, the Continuing Partners of the Other Part therein, it is recorded that the Retiring Partners retired from the Firm with effect from 22nd January, 2003 and it is further recorded in this Deed that the Continuing Partners are the absolute owners of the partnership firm and have been put in exclusive possession of stock in trade and all other assets of the partnership firm including the Property situate, lying and being at Village Mogra near Andheri (East) bearing Plot No.382 and Plot No.382 and it was recorded therein that the retiring parties shall have no rights, title, interest, claim, or demand whatsoever of any kind or nature in the land at Andheri (East) and/or any other assets and properties of the partnership firm of M/s. Chaturbhai Prabhudas.

(i) It is seen that since the three retired partners under Deed of Retirement dated 24th February, 2003 viz., (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel and (3) Mahesh Jashbhai Patel contended that they were not being paid their share and dues on retirement in the assets of the said Firm, disputes and differences arose between them and the aforesaid Continuing Partners, which resulted in the Retiring Partners filing Arbitration Petition No. 58 of 2005 before the Hon'ble Gujarat High Court, under section 11 of the Arbitration & Conciliation Act, 1996. Ultimately the proceedings finally culminated into passing of an Award dated 24th October, 2007 by Ld. Sole Arbitrator Shri K. G. Vakharia, Senior Advocate in the Arbitration Proceedings whereby it was *inter alia* held that, the Claimants i.e. the Retiring Partners viz., Pankaj, Praful and Mahesh were the partners of the Firm, each having 10% share in the Profit and Loss.

(j) On making enquiries with the Owner with respect to the further proceedings pursuant to the passing of the aforesaid Award dated 24th October, 2007, I have been informed by the Owner that the said Plot No.365 and 382 are out of the purview of the above referred litigations and



that the title of the Owner to the said Property is not affected by the above referred proceedings and they are absolutely entitled to the said Property, the said information given to me by the Owner is on the basis and in view of the interim injunction/ status quo being vacated with respect to Plot No.365 and Plot No.382 by Order dated 5th May, 1999 passed in the Civil Application filed in the First Appeal No. 1121 of 1993 and in view of the Declarations, Supplemental Writing, etc. executed by all the said Legal Heirs of Chaturbhai Prabhudas Patel and by the parties to the above referred Petition in favour of the Owner herein simultaneously with the execution of the aforesaid two Deeds of Conveyance whereby the Legal Heirs of Chaturbhai Prabhudas Patel and the parties to the above referred Petition have declared, confirmed and assured that, "whatsoever may be the outcome of the above referred litigations, the said two plots conveyed in favour of Romell Properties Pvt. Ltd. shall not be affected".

- (k) The aforesaid Declarations, Supplemental Writings, etc. executed by the Legal Heirs of Chaturbhai Patel in favour of Romell Properties Pvt. Ltd., thereby recording that Plot No.365 and 382 are out of the purview of the aforesaid litigations, are mentioned hereinbelow.

**(III) The Declarations, Supplemental Writings, etc.:**

- (a) It is seen that as the interim injunction stood vacated with respect to Plot No.365 and Plot No.382 by Order dated 5th May, 1999 issued in the Civil Application filed in First Appeal No. 1121 of 1993 and as the names of the Legal Heirs of Chaturbhai Prabhudas Patel were recorded on the Property Register Card as Original Holders of Plot No. 365 and Plot No.382 since 1965, the said Heirs of Chaturbhai Prabhudas viz., (1) Jashbhai Chaturbhai Patel, (2) Natubhai Chaturbhai Patel, (3) Hargovind Chaturbhai Patel, (4) Dineshbhai Chaturbhai Patel, (5) Vasant Chaturbhai Patel, (6) Suryaben Chimanbhai Patel, (7) Madhuben B. Patel and (8) Nirmala Hemendra Patel, the Owners therein of the One Part have by Joint Venture Understanding dated 29<sup>th</sup> March, 2003 agreed to grant in favour of M/s. Romell Properties Pvt. Ltd. represented by its directors (i) Jude John Romell and (ii) Domnic John Romell, the Land Developers therein of the Other Part, the right to develop the Plot No. 365 and Plot No.382 for the consideration and on the terms and conditions more particularly set out therein.
- (b) It is further seen that prior to filing the Arbitration Petition No. 58 of 2005 before the Hon'ble Gujarat High Court said (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel and (3)

Mahesh Jashbhai Patel have executed Declaration Cum Indemnity dated 19th November, 2004, thereby stating and declaring that they were the partners of the Firm and they have retired from the said firm with effect from 21st January, 2003 and they have therein confirmed, admitted and acknowledged that their father viz., Jashbhai Patel and his four brothers have entered into a MOU-Memorandum of Understanding with Romell Properties Pvt. Ltd. in respect of Plot No. 365 and 382 and they further confirmed and declared that they as retiring partners shall not realize any amounts towards their share and entitlement in the Partnership Firm and they will also not realize any amounts from the Plots No. 365 and 382 but will reserve their rights to realize the amounts of their share from the rest of the assets of the Partnership firm.


- (c) It is further seen that in furtherance to the execution of the Deed of Conveyance dated 30th March, 2007, recited in Para 1, Clause (l)(m) hereinabove, said Jashbhai Chaturbhai Patel has executed a Declaration Cum Indemnity dated 30th March, 2007 duly registered at the Office of the Sub-Registrar of Assurances at Andheri No. 1 under registration Sr. No. BDR-1/2703 of 2007, wherein he has declared and confirmed that by Declaration dated 19th November, 2004, recorded in Clause (III) (b) hereinabove, his sons the said (1) Pankaj Jashbhai Patel, (2) Praful Jashbhai Patel and (3) Mahesh Jashbhai Patel have declared and confirmed that they have no claim or right in the undivided share of their father Jashbhai Chaturbhai Patel in Plot No. 365 and Plot No. 382 and the sale in favour of Romell Properties Pvt. Ltd., the Owner herein has been effected with the consent of his three sons.
- (d) In furtherance to the execution of the above Deed of Conveyance, Power of Attorney and Declaration Cum Indemnity all dated 30th March, 2007, a Supplemental Writing of the same dated has been executed by said Jashbhai Chaturbhai Patel, the Vendor therein of the One Part in favour of Romell Properties Pvt. Ltd., the Purchaser therein of the Other Part, wherein said Jashbhai Chaturbhai Patel specifically records that whatever is the outcome of the First Appeal pending before the Hon'ble Gujarat High Court, the Plots bearing CTS Nos. 365 and 382 conveyed in favour of the Purchasers therein shall not be affected.
- (e) It is also further seen that in furtherance to the execution of the Deed of Conveyance dated 2nd May, 2008 as recited in Para 1, Clause (l)(o) hereinabove, vide a Supplemental Writing dated 11th June, 2008, duly registered at the



Office of the Sub-Registrar of Assurances at Andheri No. 3 under registration Sr. No. BDR-9/5017 of 2008 registered on 16th June, 2008, the said (1) Natubhai C. Patel, (2) Dinesh C. Patel, (3) Vasant C. Patel, (4) (i) Rupesh H. Patel, son of the deceased Hargovind C. Patel and (ii) Darshana M. Amin (Nee Darshana H. Patel), the Natubhai C. Patel and others therein of the First Part and said (1) Sanjay N. Patel, son of said Natubhai C. Patel and (2) Rupesh H. Patel, the Confirming Parties therein of the Second Part executed in favour of Romell Properties Pvt. Ltd., the Romell therein of the Third Part, the party of the First and Second Part specifically record therein that whatever may be the outcome of the Proceedings of the First Appeal No. 1121 of 1993 or in the Arbitration Proceedings both pending before the Hon'ble Gujarat High Court, the Plots bearing CTS Nos. 365 and 382 conveyed to Romell Properties Pvt. Ltd. shall remain unaffected and the parties further record that Romell Properties Pvt. Ltd. by virtue of the aforesaid two Deeds of Conveyance has become absolutely entitled to the entire 100% share in the said Plots bearing CTS Nos. 365 and 382.

- (i) Perusal of the copy of City Survey Extract/Property Register Card of land bearing CTS No. 365 indicates its Original area to be 3,969.90 sq. mtrs. and its Tenure as 'C' i.e. Paying assessment to Government under Maharashtra Land Revenue Code, 1966 and the name of Romell Properties Pvt. Ltd., the Owner herein, is mutated as present Holder/Occupant of the said Property vide Mutation Entry No. 197 dated 28th May, 2007 and Mutation Entry No. 267 dated 14th October, 2008.

**(IV) Other relevant records:**

- (a) The Additional Collector and Competent Authority (ULC) Greater Mumbai issued Order No. C/ULC/D.III/Sec.20/(NGL)/SR-XV/2380/A141 dated 10th December, 2003 u/s. 20 of U.L.C Act, 1976 and has thereby granted exemption in respect of the said lands bearing Plot No.365 and CTS No. 382, subject to the terms and conditions as recorded therein.
- (b) Under the sanctioned Development Control and Promotion Regulations for Greater Mumbai, (DCPR) 2034, K/East Ward, Plot No.365 falls under Residential Zone and is affected partly by reservation for Affordable Housing (RR2.2), partly by Garden Park (ROS1.5) and by proposed 18.30 metre Wide D. P. Road. The said proposed 18.30 metre Wide D. P. Road naturally subdivides the said Plot No. 365 into to Sub Plots.
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- (c) Furthermore, I have caused Public Notice to be issued inviting claims to the said Property, in Mumbai editions of "Free Press Journal", "Navshakti" and "Mumbai Samachar", all published on 21st January, 2022, for the investigation of title of the Owner to Plot No.365, calling upon the public at large for claims and objections, if any, in respect thereof. No objections or claims have been received by me till date in response to the said public notices.
2. I have taken necessary search through Search clerk Mr. N. A. Giridhar and he has issued Search Report dated 24th January, 2022 recording the search taken for 30 years from January, 1993 upto January, 2022 at the Offices of the Sub-Registrar at Mumbai, Bandra and Andheri. I have not found any encumbrances to the said Property.
3. From the available records it appears that the said Property is out of the purview of the above referred litigations, and the Owner herein was and is not joined as the party to any of the above referred litigations.
4. It is seen that by virtue of the Order dated 5th May, 1999 passed by the Hon'ble Gujarat High Court in Civil Application No.5143 of 1995 filed in First Appeal No. 1121 of 1993, the said Property herein viz., CTS No.365 as also CTS No.382 were vacated with a specific finding that the Original Plaintiffs i.e. the Heirs of Harmanbhai Prabhudas Patel's claim to be the owners is only to the extent of 1/6th share in the properties/assets of the Firm and even if the Plaintiffs therein succeed in their claim, there were sufficient other properties/assets to satisfy their claim. It is further seen that since the two duly registered Deeds of Conveyance are supplemented by declarations and assurances given by late Jashbhai Patel in the duly registered Declaration Cum Indemnity and Supplement Writing both dated 30th March, 2007 and by Natubhai C. Patel and Others in the duly registered Supplement Writing dated 11th June, 2008 as recorded hereinabove and as since the Owner is in continuous physical possession of the said Property since 2008 without any interruption from any of the parties to the above referred litigations and also not being joint as a formal or necessary party to any of the above referred litigations, I see no impediment in respect of the title of the Owner with respect to Plot No.365, the Property herein.
5. I have been informed by the Owner herein that as sole and absolute owners and seized, possessed and entitled to Plot No.365, under the provisions of DCPR, 2034 they have submitted building plans to the Municipal Corporation of Greater Mumbai for construction of buildings on the portion of Plot No.365 and pursuant to obtaining



approvals, plans, specifications and sanctions from MCGM, the Owner has proposed to construct a Multistoried High Rise Building thereon known as Project "Romell Orbis".

6. In the above circumstances and in my opinion I find that the Owner ROMELL PROPERTIES PVT. LTD. has a valid, subsisting, clear and marketable title to the said Property and has full and sufficient rights to develop the said Property.

Place: Mumbai

Date: 15th March, 2022

  
**MERLYN DIAS**  
ADVOCATE, BOMBAY HIGH COURT  
(Merlyn Dias)  
Advocate, High Court

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