

# SIDHESHWAR N. BIRADAR

B.A., LL.M, G.D.C. & A.

ADVOCATE, BOMBAY HIGH COURT

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## FORMAT- A

To  
MahaRERA  
Mumbai

### LEGAL TITLE REPORT

The MAHARERA,  
Mumbai

Dear Sirs,

Sub: Certificate on Title of lands bearing CTS No.657 of Village Mohili situate in the Registration Sub-District of Kurla, District Mumbai Suburban.

**Description of the Property:** All that piece and parcel of the land bearing Survey No.17, Hissa No.1 (part) admeasuring 7049 sq. yards (5893.86 sq. mtrs.) and Survey No. 17, Hissa No.2 admeasuring 18 gunthas or thereabout (1821.08 sq.mtrs.), collectively admeasuring approx. 7714.94 sq.mtrs. of Village Mohili, subsequently assigned CTS No.657 of Village Mohili, therein shown as admeasuring 6776.40sq.mtrs. situate in the Registration Sub-District of Kurla, District Mumbai Suburban(hereinafter referred to as "the Lands")

1. I have investigated the title of the said plot on the request of (On the instruction of Landcare Realty LLP ("Promoters & Developers"), I have investigated the title to the captioned Lands and examined the following documents:
  - 1) Description of the property (as set out above)
  - 2) The documents of allotment of plot like Development Agreement dated 11<sup>th</sup> May 2013 and all the other relevant documents pertaining to the said plot as set out in the title Certificate 23<sup>rd</sup> December 2021.
  - 3) Online property Card as on date available on <https://digitalsatbara.mahabhumi.gov.in/DSLRF>
  - 4) Search report dated 02<sup>nd</sup> June 2021 for 30 years from 1987 till 2021.



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2. On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of promoter & developer of the said Plot is clear, marketable and without any encumbrances.

Owners of the land;

Shabbir Alihusain Boxwala is the Owners & Promoters of the land bearing CTS No.657, Survey No.17, Hissa No.1 (part) admeasuring 7049 sq. yards (5893.86 sq. mtrs.) and Survey No. 17, Hissa No.2 admeasuring 18 gunthas or thereabout (1821.08 sq.mtrs.), collectively admeasuring approx. 7714.94 sq.mtrs. of Village Mohili, subsequently assigned CTS No.657 of Village Mohili, therein shown as admeasuring 6776.40sq.mtrs. situate in the Registration Sub-District of Kurla, District Mumbai Suburban(hereinafter referred to as "the Lands") and the bounded as follows;

- |     |                             |   |                    |
|-----|-----------------------------|---|--------------------|
| (1) | On the towards the East by  | : | Road               |
| (2) | On the towards the West by  | : | CTS/C.S. No. 656   |
| (3) | On the towards the South by | : | 18.30 Mtr. DP Road |
| (4) | On the towards the North by | : | Nalla              |

3. The report reflecting the flow of the title of the Owner, promoter & developers on the said land is enclosed herewith as annexure "A".

Encl: Annexure A, Title Report ( Flow of the Title of the said Plot)  
Annexure B, Title Certificate

Date: 23<sup>rd</sup> December 2021

Place: Mumbai

Adv. Sidheshwar Namdev Biradar



# **SIDHESHWAR N. BIRADAR**

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## **FORMAT - A**

### **FLOW OF THE TITLE OF THE SAID PLOT / LAND.**

- 1) Online P.R. Card as on date of application for registration reviewed on <https://digitalsatbara.mahabhumi.gov.in/DSLIR>
- 2) Search Report for Last 35 years from 1987 to 2021 taken from Sub-Registrar of Assurances at MHADA, Bandra & Old Custom House, Fort, Mumbai and from online E-search from the last 37 years from 1985 to 2021 respectively.
- 3) Any other relevant title (as set out in the title certificate dated 23<sup>rd</sup> December 2021 attached herewith as Annexure B.
- 4) Litigations If any - There is no pending Litigation.

Adv. Sidheshwar Namdev Biradar



Date: 23<sup>rd</sup> December 2021

Place: Mumbai

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## LEGAL TITLE REPORT

The MahaRERA,  
Mumbai

Dear Sirs,

Sub: Certificate on Title of lands bearing CTS No.657 of Village Mohili situate in the Registration Sub-District of Kurla, District Mumbai Suburban ----

1. On the instruction of Landcare Realty LLP ("*Promoters*"), I have investigated the title to the captioned Lands and examined the following documents:

A. **Description of the Property:** All that piece and parcel of the land bearing Survey No.17, Hissa No.1 (part) admeasuring 7049 sq. yards (5893.86 sq. mtrs.) and Survey No. 17, Hissa No.2 admeasuring 18 gunthas or thereabout (1821.08 sq.mtrs.), collectively admeasuring approx. 7714.94 sq.mtrs. of Village Mohili, subsequently assigned CTS No.657 of Village Mohili, therein shown as admeasuring 6776.40sq.mtrs. situate in the Registration Sub-District of Kurla, District Mumbai Suburban(hereinafter referred to as "*the Lands*")

B. **The documents of title examined by me:**

- i) Copy of Indenture dated 13<sup>th</sup> November 1959 executed between Dominic Manuel Pereira of the One Part and Alihussain Mulla Ismailji ("*Alihussain*") and his brother Taherali Mulla Ismailji ("*Taherali*") of the Other Part, and registered at the Office of the Sub-Registrar of Assurances under Serial No. BND/1937 of 1959
- ii) Copy of Indenture dated 16<sup>th</sup> September 1960 executed between Placid Gregory Pereira and 5 others of the One Part and Alihussain and Taherali of the Other Part, and registered at the Office of the Sub-Registrar of Assurances under Serial No. BND/2310 of 1960



- iii) Original of the Deed of Re-conveyance dated 13<sup>th</sup> May 2009 executed by the Maharashtra State Finance Corporation in favour of the Owners.
- iv) Copy of Memorandum recording Oral Family Arrangement dated 21<sup>st</sup> October 2012.
- v) Original Development Agreement dated 11<sup>th</sup> May 2013 executed by the Owners in favour of Landcare Realty LLP and registered at the Kurla Sub-Registry under Serial No.KRL-1/6731 of 2013 on 26.7.2013.
- vi) Original Power of Attorney dated 11<sup>th</sup> May 2013 executed by the Owners of the property in favour of Mr. D.P. Jain, Mr. Sanjay Raja Jain and Mr. Arvind Jain, being the nominees of Landcare Realty LLP and registered at the Kurla Sub-Registry under Serial No.KRL-1/6732 of 2013 on 26.7.2013
- vii) Copy of Affidavit-cum-Indemnity Bond dated 17<sup>th</sup> December 2014 of Yusuf Abbas Calcuttawala, Husband of late Fatema Yusuf Calcuttawala, daughter of late Alihusain Mulla Ismail submitted to the CTS Officer
- viii) Copy of Affidavit-cum-Indemnity Bond dated 11<sup>th</sup> December 2014 of Hatim Alihusain Boxwala submitted to the CTS Officer
- ix) Copy of Affidavit-cum-Indemnity Bond dated 17<sup>th</sup> December 2014 of Mrs. Rehana Mansoor Boxwala, Zainab Mansoor Boxwala and Hussain Mansoor Boxwala, legal heirs of Mansoor Alihusain Boxwala son of Late Alihussain Mulla Ismail submitted to the CTS Officer
- x) Copy of Affidavit-cum-Indemnity Bond dated 17<sup>th</sup> December 2014 of Fizza Alihusain Boxwala, Yusuf Ali Husain Boxwala, Shabbir Alihusain Boxwala, Saifuddin Alihusain Boxwala and Samina Mushtaque Chherawala, legal heirs of Alihusain Mulla Ismailji.
- xi) Copy of Affidavit-cum-Indemnity Bond dated 9<sup>th</sup> December 2014 of Farida Gulamabbas Harlanawala and Nafisa Zueb Boxwala, legal heirs of Alihusain Mulla Ismailji

- xii) Copy of Affidavit-cum-Indemnity Bond dated 16<sup>th</sup> December 2014 of Sarabai Taherali Boxwala, Zueb Taherali Boxwala, Saleh Taherali Boxwala, Fehmeeda Moosbhoy Mohsinaly, Munira Saifuddin Fanaswalla and Rashida Hashim Arshiwala, legal heirs of late Taherali Mulla Ismailji
- xiii) Copy of Affidavit-cum-Indemnity Bond dated 15<sup>th</sup> December 2014 of Aziz Alihussain Boxwala Alihussain Mulla Ismailji
- xiv) Copy of Affidavit-cum-Indemnity Bond dated 17<sup>th</sup> December 2014 of Abiturab Taherali Boxwala, legal heirs of late Taherali Mulla Ismailji
- xv) Copy of Affidavit-cum-Indemnity Bond dated 9<sup>th</sup> January 2015 of Mohammed Yusuf Calcuttawala and Arwa Yusuf Calcuttawala legal heirs of Late Fatema Yusuf Culcuttawala daughter of Alihussain Mulla Ismailji
- xvi) Copy of the Order and Decree dated 1<sup>st</sup> September 2016 passed by the Hon'ble Court of Small Causes at Bombay in terms of Consent Terms dated 30<sup>th</sup> August 2000 filed in T.E.R. Suit No.43/46 of 2002 and T.E.R. Suit No.298/320 of 2002
- xvii) Copy of CTS Card in respect of CTS No.657 of Village Mohili
- xviii) Copy of IOD No.CHE/ES/4273/L/337/NEW dated 10<sup>th</sup> September 2020 and CC dated 25/03/2021
- xix) Copy of LLP Agreement dated 17/08/2011 of Landcare Realty LLP
- xx) Search Report for the last 30 years. (Separately enclosed herewith and marked as Annexure-B. Many of the registered documents are not there in the search report)

2. On perusal of the above-mentioned documents, and relying on the same, I am of the opinion that the title of the following persons to the captioned Lands is clear and marketable and free from encumbrances subject to the rights granted in favour of the Promoters under the Development Agreement dated 11<sup>th</sup> May 2013,

- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| (1) Mrs. Fizza Alihusain Boxwala,    | (2) Mr. Hatim Alihusain Boxwala,    |
| (3) Mr. Yusuf Alihusain Boxwala,     | (4) Mr. Shabbir Alihusain Boxwala,  |
| (5) Mr. Saifuddin Alihusain Boxwala, | (6) Mr. Aziz Alihusain Boxwala,     |
| (7) Rehana Mansoor Boxwala,          | (8) Hussain Mansoor Boxwala,        |
| (9) Zainab Mansoor Boxwala,          | (10) Farida Gulamabbas Harianawalla |
| (11) Nafisa Zueb Boxwala,            | (12) Samina Mushtaque Chherawalla,  |
| (13) Yusuf Abbas Calcuttawala,       | (14) Arwa Yusuf Calcuttawala,       |
| (15) Mohammed Yusuf Calcuttawala     | (16) Zueb Taherali Boxwala,         |
| (17) AbiTurab Taherali Boxwala,      | (18) Saleh Taher Boxwala,           |

Further, in terms of the Development Agreement between the Owners and the Promoters, the Promoters are entitled to develop the captioned Lands and are entitled to sell Premises therein comprised in their entitlement and receive and appropriate the sale proceeds thereof in the manner set out in the Development Agreement

3. The Report reflecting the flow of the title of the Owners to the captioned Lands and the right of the Developers thereto is separately enclosed and marked Annexure "A".

Date: 23<sup>rd</sup> December, 2021

Place: Mumbai

  
Adv. Sidheshwar Namdev Biradar





Annexure-A

1. By and under an Indenture dated 13<sup>th</sup> November, 1959 executed by one Dominic Manual Pereira of the one part and one Alihusein Mulla Ismailji ("the said Alihusein") and his brother Taherali Mulla Ismailji ("the said Taherali") of the other part, and registered in the office of sub- registrar of Assurances at Bandra under serial No. BND/1937 of 1959 the said Alihusein and the said Taherali became the owner of or otherwise well and sufficiently entitled to land bearing Survey No.17, Hissa No.2 admeasuring 18 gunthas or thereabout situate at Mohili, Taluka South Salsette, District Bombay Suburban now included in Greater Bombay and in the Registration sub district of Bandra for the consideration and in the manner therein appearing.
2. By and under an Indenture dated 16<sup>th</sup> September, 1960 executed between one Placid Gregory Pereira and 5 others of the one part and the said Alihusein Mulla Ismailji and his brother said Taherbhai Mulla Ismailji of the other part and registered in the office of sub-registrar of Assurances at Bandra under serial No. BND/2310 of 1960, the said Alihusein and the said Taherali became the owner of or otherwise well and sufficiently entitled to land bearing Survey No. 17, Hissa No. 1 (pt.) admeasuring 7049 sq. yards of Village Mohili, Taluka South Salsette (Kurla) in the Registration sub district of Bandra, District Bombay Suburban now included in Greater Bombay for the consideration and in the manner therein appearing.
3. The said lands have been collectively assigned CTS No. 657 and are reflected as admeasuring 6776.40 m<sup>2</sup> in the Property Register Card (PR Card) situate, lying and being at Village Mohili, Taluka Kurla, in the Registration District of Mumbai Suburban.
4. The said Alihusein and the said Taherali formed a partnership firm namely Hindustan Paper box Manufacturing Company ("HPBMC"): The said HPBMC constructed various structures on the said lands and granted leases of portions thereof in favour of (a) the Hatimi Trust (the beneficiaries whereof were the family members of





Alihusein) ("the Hatimi Trust Premises") , (b) the Burhani Trust, the beneficiaries whereof were the family members of Taherali and late Qurban Hussain Mulla Ismailji, the brother of Alihusein and Taherali ("the Burhani Trust Premises"), and (c) the Saiffee Trust (the beneficiaries whereof were the family members of Sakina Nazar Hussain, who was the sister of Taherali and Alihusein) ("the Saiffee Trust Premises") ; HPBMC also created a tenancy of a portion of premises together with the structures in favour of one Jagdamba Trading Corporation "the Jagdamba Premises"),

5. The abovenamed Trusts and Jagdamba Trading Corporation respectively granted sub-lease of the Hatimi Trust Premises, the Burhani Trust Premises and the Saiffee Trust Premises in favour of one Johnson and Johnson Ltd.
6. Johnson and Johnson Ltd. thereafter purportedly transferred and assigned its leasehold rights in respect of the premises obtained by it as aforesaid to one PRS Permacel Private Limited (hereinafter referred to as "PRS Permacel") and PRS Permacel came to be in possession of the entire property
7. The said Alihusein died intestate at Mumbai on 28<sup>th</sup> January 1983 leaving behind him surviving him as his only nearest next-of-kin and legal heirs entitled to succeed to his estate, his widow Mrs. Fizza Alihusain Boxwala (Fizza), six sons, viz. Hatim Alihusain Boxwala (Hatim), Yusuf Alihusain Boxwala (Yusuf), Late Mansoor Alihusain Boxwala (Mansoor), Shabbir Alihusain Boxwala (Shabbir), Saifuddin Alihusain Boxwala (Saifuddin), Aziz Alihusain Boxwala (Aziz) and four daughters, viz. Farida Gulamabbas Harianawalla (Farida), Nafisa Zueb Boxwala (Nafisa), Samina Mushtaque Chherawalla (Samina) and Late Fatema Calcuttawalla (Fatema) according to the provisions of law by which he was governed at the time of his death.
8. The said Mansoor Alihussein Boxwala died at Mumbai on 16<sup>th</sup> October 1993 leaving behind him surviving him as his only nearest next-of-kin and legal heirs entitled to succeed to his estate his widow Mrs. Rehana Mansoor Boxwala (Rehana) and his only

children Hussain Mansoor Boxwala (Hussain) and Zainab Mansoor Boxwala (Zainab), according to the provisions of law by which he was governed at the time of his death.

9. The said Fatema Calcuttawala died at Bengaluru on 18<sup>th</sup> August 2009 leaving behind her surviving her as her only nearest next-of-kin and legal heirs entitled to succeed to her estate her husband Yusuf Abbas Calcuttawala (Yusuf Abbas) and two children Arwa Yusuf Calcuttawala (Arwa) and Mohammed Yusuf Calcuttawala (Mohammed Yusuf) according to the provisions of law by which she was governed at the time of her death.
10. Accordingly the share of the said Alihussain in the captioned lands/property devolved on the following persons, viz. Fizza, Hatim, Yusuf, Shabbir, Saifuddin, Aziz, Farida, Nafisa, Samina, Rehana and Hussian, Zainab, Yusuf Abbas, Arwa and Mohammed Yusuf.
11. Fizza, Yusuf Alihussain, Shabbir, Saifuddin and Samina by an Affidavit cum Indemnity Bond dated 17th December 2014, Hatim by an Affidavit cum Indemnity Bond dated 11th December 2014, Rehana, Zainab and Hussain by an Affidavit cum Indemnity Bond dated 17th December 2014, Farida and Nafisa by an Affidavit cum Indemnity Bond dated 9th December 2014, Yusuf Abbas by an Affidavit cum Indemnity Bond dated 17th December 2014, Mohammed Yusuf and Arwa by an Affidavit cum Indemnity Bond dated 9th January 2015, Aziz by an Affidavit cum Indemnity Bond dated 15th December 2014 made in support of an application to the City Survey Officer/Superintendent of Land Records to mutate the records in respect of the said property for transfer of the share of Alihussain recorded and testified that they and the legal heirs of Mansoor, viz. Rehana, Zainab and Hussain and legal heirs of Fatima, viz. Yusuf Abbas, Mohammed and Arwa are the only legal heirs of late Alihussain.
12. In pursuance to aforesaid Applications and relying on the aforesaid Declarations, the Superintendent of Land Records has deleted the name of the said Alihussain and thereafter entered the names of his

legal heirs namely Fizza, Hatim, Yusuf, Mansoor, Shabbir, Fatima, Farida, Nafisa, Saifuddin, Samina, Aziz, in the Property Register Card of the said land vide Mutation Entry No. 389 dated 10.3.2015.

13. Thereafter, the Superintendent of Land Records has also deleted the name of late Mansoor and entered the name of his legal heirs namely Rehana, Zainab and Hussain in the Property Card Register of the said land vide Mutation Entry No. 391 dated 10.3.2015.
14. Thereafter, the Superintendent of Land Records has also deleted the name late Fatima and entered the name of her legal heirs namely Yusuf Abbas, Mohammed Yusuf and Arwa in the Property Register Card of the said land vide Mutation Entry No. 392 dated 10.3.2015.
15. The said Taherali died Intestate at Mumbai on 24th February 2006 leaving behind him surviving him as his only nearest next-of-kin and legal heirs entitled to succeed to his estate his widow Sarabai Taherali (Sarabai), three sons Zueb Taherali Boxwala (Zueb), Abiturab Taherali Boxwala (Abiturab) and Saleh TaherBoxwala (Saleh) and three daughters Fehmeeda Moosbhoy Mahsinally (Fehmeeda), Munira Saifuddin Fanaswalla (Munira) and Rashida Hashim Arshiwala (Rashida) according to the provisions of law by which he was governed at the time of his death.
16. The said Sarabai, Zueb, Saleh, Fehmeeda, Munira and Rashida by an Affidavit Cum Indemnity Bond dated 16th December 2014 and Abiturab by an Affidavit Cum Indemnity Bond dated 17th December 2014 made in support of an application to the City Survey Officer/Superintendent of Land Records to mutate the records in respect of the said property for transfer of the share of Taherali recorded, declared and testified that they are the only legal heirs of Taherali.
17. In pursuance to Applications and relying on the aforesaid Declarations the Superintendent of Land Records had deleted the name of late Taherali and entered the names of his legal heirs namely Sarabai, Zueb, Abiturab, Saleh and Fehmeeda, Munira and

Rashida in the property register card of the said land vide Mutation Entry No. 390 dated 10.3.2015.

18. Accordingly the Property Register Card in respect of the property stands in the names of (1) Mrs. Fizza Alihusain Boxwala, (2) Mr. Hatim Alihusain Boxwala, (3) Mr. Yusuf Alihusain Boxwala, (4) Mr. Shabbir Alihusain Boxwala, (5) Mr. Saifuddin Alihusain Boxwala, (6) Mr. Aziz Alihusain Boxwala, (7) Rehana Mansoor Boxwala, (8) Hussain Mansoor Boxwala, (9) Zainab Mansoor Boxwala, (10) Farida Gulamabbas Harianawalla, (11) Nafisa Zueb Boxwala, (12) Samina Mushtaque Chherawalla, (13) Yusuf Abbas Calcuttawala, (14) Arwa Yusuf Calcuttawala, (15) Mohammed Yusuf Calcuttawala, (16) Zueb Taherali Boxwala, (17) AbiTurab Taherali Boxwala, (18) Saleh TaherBoxwala, (19) Sarabai Taherali Boxwala, (20) Fehmeeda Moosabhoy Mohsinally, (21) Munira Saifuddin Fanaswalla and (22) Rashida Hashim Arshiwala.
19. The said Alihusein and the said Taherali had during their lifetime formed a partnership known as Hindustan Paper Box Manufacturing Company ("HPBMC") and HPBMC claiming through the said Alihusein and the said Taherali had demised portions of the said lands together with the buildings standing thereon (erected by them) to three family Trusts, viz. the Hatimi Trust, the Burhani Trust and the Saiffee Trust (respectively hereinafter referred to as "the Hatimi Trust Premises", "the Burhani Trust Premises" and "the Saiffee Trust Premises"). HPBMC had also created a tenancy in favour of one Johnson & Johnson Ltd., a partnership firm in respect of another portion of the said lands and the structures standing thereon ("the Tenanted Premises").
20. The three Trusts in turn granted a sub-lease of the Hatimi Trust Premises, the Burhani Trust Premises and the Saiffee Trust Premises respectively to Jonson & Johnson Ltd.
21. Jagdamba Trading Corporation had also granted a sub-lease of the Tenanted Premises held by it in favour of Johnson & Johnson Ltd.

22. Johnson & Johnson Ltd. thereafter purportedly transferred and assigned its rights in respect of the Hatimi Trust Premises, the Burhani Trust Premises and the Saifee Trust Premises, as also in respect of the Tenanted Premises to one PRS Permacel Pvt. Ltd. (hereinafter referred to as "the said PRS Parmacel") and the said PRS Permacel came to be in possession of the entire property.

23. Disputes and differences having arisen amongst the Alihussain Branch and the Taherali Branch in respect of their diverse and varied rights in respect of the Property, the parties ultimately resolved the same by an Oral Family Arrangement, which was subsequently recorded in a Memorandum Recording Oral Family Arrangement dated 21.10.2012 signed by the legal heirs of Alihussain and the legal heirs of Taherali by which it was inter-alia recorded that –

- i. the heirs of late Alihussain and late Taherali (including the partners of HPBMC) acknowledged that over the years the Property was being dealt with by HPBMC as its own property for the sake of convenience only but that the Property at all times belonged to all the heirs of late Alihussain and late Taherali.
- ii. HPBMC will forthwith discontinue dealing with the Property as the purported owner thereof.
- iii. the heirs of late Alihussain and late Taherali are entitled to the Property to the exclusion of the other legal heirs of late Taherali and shall amongst themselves be entitled to an undivided right title and interest in the proportion set out below, viz.

Sr. No.	Name of the family member	% of undivided right, title and interest in the Property
1.	Fizza	7.1150
2.	Hatim	7.1150
3.	Yusuf	7.1150
4.	Shabbir	7.1150
5.	Saifuddin	7.1150



6.	Aziz	7.1150
7.	Rehana Mansoor Boxwala	1.4000
8.	Hussain Mansoor Boxwala	4.3150
9.	Zainab Mansoor Boxwala	1.4000
10.	Farida	1.77875
11.	Nafisa	1.77875
12.	Samina	1.77875
13.	Yusuf Calcuttawala	0.3490
14.	Arwa Yusuf Calcuttawala	0.3490
15.	Mohammed Yusuf Calcuttawala	1.08075
16.	Zoeb	14.3600
17.	Abiturab	14.3600
18.	Saleh	14.3600
19.	Sara	0
20.	Fehmeeda	0
21.	Munira	0
22.	Rashida	0
	<b>Total</b>	<b>100%</b>

24. In terms as agreed under the Family Arrangement Fizza, Saifuddin, Aziz, Rehana Mansoor Boxwala, Hussain Mansoor Boxwala, Zainab Mansoor Boxwala, Farida, Nafisa, Huzefa Hatimi Boxwala, Aliasgar Yusuf Boxwala and Yunus Shabbir Boxwala ("the Hatimi Trust Beneficiaries") surrendered their respective undivided leasehold rights in respect of the Hatimi Trust Premises to the Owners, subject to (the then prevailing) sub-lease in favour of Johnson and Johnson Ltd. and the (then) occupation of the Hatimi Trust Premises by PRS Parmacel; (As also set out hereinafter, subsequent to the surrender by PRS Parmacel of their claims and possession to portions of, amongst others, the Hatimi Trust Premises, the Promoters have received possession of and demolished the Hatimi Trust Premises

25. The Burhani Trust was dissolved in or about September 2012, and the beneficiaries thereof, viz. Juzar Qurban Husain Boxwala, Zoher Bohra, Tasneem Bohra, Munira Bhanpurawala, Sarabai Taherali, Fahmeeda Moosbhoy Mohsinally, Munira Saifuddin Fanaswalla and Rashida Hashim Arshiwala ("the Burhani Trust beneficiaries") became severally entitled to the Burhani Trust Premises, subject to

the (then) sub-lease of Johnson and Johnson Ltd. and the occupation thereof by PRS Permacel.

26. The Saifee Trust was also dissolved in or about September 2012, and in terms thereof, the beneficiaries thereof, viz. Murtuza Abid Boxwala, Mohammed Saifuddin Boxwala, Shabbir Saifuddin Boxwala, Juzar Saifuddin Boxwala and Yusuf Saifuddin Boxwala ("the Saifee Trust beneficiaries") became severally entitled to the Saifee Trust Premises, (subject to the (then) sub-lease of Johnson and Johnson Ltd. and the occupation thereof by PRS Permacel).
27. The above named Owners referred to in para 20(iii) above have by a Development Agreement dated 11th May 2013 executed with Landcare Realty LLP, the Promoters, and registered at the Kurla Sub-Registry under Serial No. KRL-1/6731 of 2013 granted development rights in favour of Landcare Realty LLP for valuable consideration as more specifically stated therein. The said Sarabai Taherali Boxwalla, Fehmeeda Moosabhoy Mohsinally, Munira Saifuddin Fanaswalla and Rashida Hashim Arshiwalla, whose names appear in the CTS Card (but who have no claim in the Property by virtue of the Family Arrangement) joined and confirmed the Development Agreement as Confirming Parties thereto.
28. The above named owners also executed a Power of Attorney dated 11th May 2013 in favour of Mr. D.P. Jain, Mr. Sanjay Raja Jain and Mr. Arvind Jain being the nominees of the said Landcare Realty LLP, granting to them various powers and authorities as therein appearing; the said Power of Attorney is registered at the Kurla Sub-Registry under Serial No. KRL-1/6732 of 2013.
29. Shabbir and Zoeb by a separate Declaration dated 25th January, 2017 testified to the correctness of the various facts set out hereinabove and further confirmed various matters relating to the title to the above property and the rights of (1) Mrs. Fizza Alihusain Boxwala, (2) Mr. Hatim Alihusain Boxwala, (3) Mr. Yusuf Alihusain Boxwala, (4) Mr. Shabbir Alihusain Boxwala, (5) Mr. Saifuddin Alihusain Boxwala, (6) Mr. Aziz Alihusain Boxwala, (7) Rehana



Mansoor Boxwala, (8) Hussain Mansoor Boxwala, (9) Zainab Mansoor Boxwala, (10) Farida Gulamabbas Harianawalla, (11) Nafisa Zueb Boxwala, (12) Samina Mushtaque Chherawalla, (13) Yusuf Abbas Calcuttawala, (14) Arwa Yusuf Calcuttawala, (15) Mohammed Yusuf Calcuttawala, (16) Zueb Taherali Boxwala, (17) AbiTurab Taherali Boxwala, (18) Saleh Taher Boxwala, (19) Sarabai Taherali Boxwala, (20) Fehmeeda Moosabhoy Mohsinally, (21) Munira Saifuddin Fanaswalla and (22) Rashida Hashim Arshiwalla.

30. The said Jagdamba Trading Corporation vide Deed of Surrender duly registered with Under Serial No. KRL/18491/2013 dated 30<sup>th</sup> September 2013 the office of the Sub Registrar, has since surrendered the said tenanted premises to and in favour of owner.
31. T.E & R Suit No.43/46 of 2002 and T.E. & R. Suit No.298/320 of 2002 in the Court of Small Causes at Mumbai was filed against Johnson and Johnson Ltd and PRS Permacel inter alia seeking possession of the premises in the occupation of PRS Permacel, payment of arrears of rent and mesne profits and other reliefs as set out in the Plaints in the said suit. PRS Parmacel in turn also filed R.A.D. Suit Nos.1123 of 2000, 1124 of 2000, 1135 of 2000 and 1141 of 2000 in the Court of Small Causes at Mumbai.
32. The Suit T.E.& R No 298/320 of 2002 and T.E.& R No 43/46 of 2002 vide Order dated 01.09.2016 was decreed in terms of Consent Terms dated 30.08.2016 filed in the said Suits and accordingly vide Order dated 01.09.2016 the R.A.D. Suit Nos.1123 of 2000, 1124 of 2000, 1135 of 2000 and 1141 of 2000 were dismissed as withdrawn. Pursuant to the Consent Terms dated 30.08.2016, the decree passed in T.E.& R No 298/320 of 2002 and T.E.& R No 43/46 of 2002 has been fully satisfied.
33. The Burhani Trust beneficiaries thereafter, on PRS Parmacel handing back possession of (amongst others) the Burhani Trust Premises to the Promoters, in consideration of constructed area in the New Building to be constructed on the Property(as agreed with the Burhani Trust beneficiaries and as stipulated in Annexure "F" to the

Development Agreement), surrendered their rights to the Promoters and handed over possession of the Burhani Trust Premises to the Promoters and the Promoters have thereupon demolished the buildings and structures which formerly stood thereon.

34. In like manner, the Saifee Trust beneficiaries, on PRS Parmacel handing back possession of (amongst others) the Saifee Trust Premises to the Promoters, in consideration of constructed area in the New Building to be constructed on the Property (as agreed with the Saifee Trust beneficiaries and as stipulated in Annexure "G" to the Development Agreement), surrendered their rights to the Promoters and handed over possession of the Saifee Trust Premises to the Promoters and the Promoters have thereupon demolished the buildings and structures which formerly stood thereon.
35. In view of the registered Development Agreement dated 11th May, 2013 in favour of Landcare Realty LLP and subject to whatever is stated herein above, said Landcare Realty LLP is entitled to development rights of land bearing Survey No. 17, Hissa No. 1 (pt.) admeasuring 5893.86 sq. Mtrs. and land bearing Survey No.17, Hissa No.2 admeasuring 1821.08 sq. Mtrs. both of Village Mohili, Taluka Kurla, now bearing CTS number 657 and reflected as admeasuring 6776.40 m<sup>2</sup> as per the CTS Card (PR Card). I am informed that the area of land at site physically admeasures 7714.21 sq. mtrs. and the Owners have applied to the Superintendent of Land Records for correction of the area to reflect the correct area of the said lands. I am informed that the said application is pending.
36. It would appear that the said Alihussain and the said Taherall, then carrying on business under the name and style of Hindustan Paper Box Manufacturing Company had by an Indenture of Mortgage dated 2nd November 1962 lodged for registration with the Sub-Registrar of Assurances under Serial No.3214 of 1962 mortgaged unto the Maharashtra State Finance Corporation the lands to secure to the Corporation the repayment of the amounts advanced by it. By a registered Deed of Re-conveyance dated 13th May 2009 the

said Maharashtra State Finance Corporation has re-conveyed the said property to the legal heirs of the said Allhussain and the said Taherali in the manner set out therein. They are in possession of the original Deed of Re-conveyance dated 13th May 2009 executed in their favour.

37. I have been informed that the Promoters having been placed in possession of the Lands by the Owners, and having obtained vacant possession of the various buildings and structures from the persons in occupation or claiming right to occupation of the same, have demolished the buildings and structures which formerly stood thereon, and have drawn up a Scheme to redevelop the said Lands by constructing thereon over multiple phases, a multi-wing Building, in terms of the plans and approvals sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM").
38. I have been informed that the Developers have accordingly and pursuant to the said Scheme as Phase-I of the proposed development got sanctioned from the MCGM vide IOD No.CHE/ES/4273/L/337/NEW dated 10th September 2020 building plans for construction of a building (comprising of four wings) on the said Lands, to be known as PRIDE PANORAMA,
39. In the circumstances, relying on the aforesaid Declarations, Property Register Card, and Memorandum recording Family Arrangement dated 21st October 2012, Development Agreement dated 11th May 2013 and subject to what is stated hereinabove, in my opinion, the title of the above named owners to the captioned property is clear and marketable and free from encumbrances and claims. Further, by virtue of the Development Agreement dated 11th May 2013 and the Power of Attorney dated 11th May 2013 executed by the Owners in favour of the Promoters, the Promoters are entitled to the right to redevelop the captioned lands in the manner and on the terms and conditions therein set forth and recorded.



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