

SV/10008 /2014

REPORT ON TITLE

Re: (i) All that piece and parcel of land admeasuring 13,015 square yards equivalent to 10,882 square meters or thereabouts bearing Survey No. 151A (Part) and 89 (Part) and corresponding C.T.S. Nos. 531 (Part) and 534 situate in Nahur Village, Taluka Kurla; and

(ii) All that piece and parcel of land admeasuring 49,250 square meters or thereabouts (which excludes leasehold land admeasuring 10,882 square meters leased out to Western Ministil Limited) and bearing Survey Nos. 89 (Part), 151A (Part), 158 (Part), 159 (Part), 168 (Part), corresponding C.T.S. Nos. 514 (Part), 531 (Part), 532 (Part), 533 (Part) and 534 respectively situate, lying and being in Village Nahur, Taluka Kurla.

TO WHOMSOEVER IT MAY CONCERN

We have investigated the title of **LOHITKA PROPERTIES LLP**, a limited liability partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008 (formerly known as Lohitka Properties Private Limited), having its registered office at Sheth House, Gen. A.K.Vaidya Marg, Behind Dindoshi Fire Station, Opp. Oberoi Mall, Malad (E), Mumbai 400 097 ("**Lohitka**") to the said Property as more particularly described Firstly and Secondly in the Schedule hereunder written.

Title Chain:

1. By and under an Indenture of Conveyance dated 30th September, 1972 made between (i) Ratansey Karsondas, (ii) Pratapsingh Mathurdas, (iii) Pushpabai (wife of Pratapsingh Mathurdas), (iv) Jaysingh Vithaldas, therein collectively referred to as the "First Vendors" of the First Part, (i) Pratapsingh Shoorji Vallabhdas, (ii) Dilipsingh Shoorji Vallabhdas, therein

collectively referred to as the "Second Vendors" of the Second Part, (i) Bhanji Surji, (ii) Gopal Virji Surji, (iii) Manibai (widow of Virji Surji), (iv) Damayanti (daughter of Virji Surji), (v) Bachubai (widow of Purshottam Bhanji), (vi) Kayanji Purshottam Bhanji, (vii) Saraswati (wife of Prahladrai Kheraj), (viii) Damayanti (wife of Liladhar Kanji), (ix) Rukminiben (wife of Purshottam Dayalji), (x) Vasantkumar Purshottam Bhanji, therein collectively referred to as the "Third Vendors" of the Third Part and Western Rolling Mills Private Limited (hereinafter referred to as "WRMPL"), therein referred to as "the Purchaser" of the Fourth Part and registered with the Office of the Sub-Registrar of Bombay under Serial No. BOM-R/462 of 1973, the First Vendors, Second Vendors and Third Vendors therein granted, conveyed and released unto WRMPL the said land, hereditaments and premises admeasuring 69175 square yards equivalent to 57645 square meters or thereabouts bearing Survey Nos. 89 (Part), 151A (Part), 158 (Part) and 168 (Part) and situate, lying and being on and to the west of Lal Bahadur Shastri Marg in Village Nahur in Greater Bombay Taluka Kurla District Bombay -- Suburban Registration, Sub-District Bandra and District Bombay Suburban (hereinafter referred to as "the said First Property"), for the consideration and in the manner therein contained.

2. By and under an Indenture of Conveyance dated 11th July, 1973 made between (i) Ratansey Karsondas, (ii) Pratapsingh Mathurdas, (iii) Pushpabai (wife of Pratapsingh Mathurdas), (iv) Jaysingh Vithaldas, therein collectively referred to as the "First Vendors" of the First Part, (i) Pratapsingh Shoorji Vallabhdas, (ii) Dilipsingh Shoorji Vallabhdas, therein collectively referred to as the "Second Vendors" of the Second Part, (i) Bhanji Surji, (ii) Gopal Virji Surji, (iii) Manibai (widow of Virji Surji), (iv) Damayanti (daughter of Virji Surji), (v) Bachubai (widow of Purshottam Bhanji), (vi) Kayanji Purshottam Bhanji, (vii) Saraswati (wife of Prahladrai Kheraj), (viii) Damayanti (wife of Liladhar Kanji), (ix) Rukminiben (wife of Purshottam Dayalji), (x) Vasantkumar Purshottam Bhanji, therein collectively referred to as the "Third Vendors" of the Third Part and WRMPL, therein referred to as "the Purchaser" of the Fourth Part, registered with the Office of the Sub-Registrar of Bombay under Serial No. BOM-S/1962 of 1973, the First Vendors, Second Vendors and Third Vendors therein granted, conveyed and released unto the Purchaser therein the said land, hereditaments and premises admeasuring 3080 square yards equivalent to 2576 square meters or thereabouts bearing Survey No. 151A (Part) and situate, lying and being on and to the west of Lal Bahadur Shastri Marg in Village Nahur in Greater Bombay Taluka Kurla District

Bombay -- Suburban Registration, Sub-District Bandra and District Bombay Suburban (hereinafter referred to as "**the said Second Property**"), for the consideration paid by the Purchaser therein to the First Vendors, Second Vendors and Third Vendors therein.

The said First Property and the said Second Property shall hereinafter be collectively referred to as "**the said Larger Property**".

3. Subsequently, by and under an Indenture of Lease dated 11th September, 1979 made between WRMPL, therein referred to as "the Lessor" of the One Part and Western Ministeel Limited (hereinafter referred to as "WML"), therein referred to as "the Lessee" of the Other Part, registered with the Office of the Sub-Registrar at Bombay under Serial No. 2219/S/79, the Lessor therein granted and demised unto the Lessee therein and the Lessee therein agreed to take on lease from the Lessor for a period of 20 years commencing from 1st December, 1972, land admeasuring 13015 square yards equivalent to 10822 square meters out of the said Larger Property, more particularly described Firstly in the Schedule hereunder written (hereinafter referred to as "**the said Leasehold Land**"), for the consideration and in the manner contained therein.
4. Vide an order dated 29th October, 1986 bearing no. ADC/LND/D/4863 was passed by the Additional District Deputy Collector, Bombay Suburban District, Andheri, the tenure of the said Larger Property was converted to non-agricultural land for industrial purpose.
5. By and under an Indenture of Lease dated 25th January, 1990 made between WRMPL, therein referred to as "the Lessor" of the One Part and WML, therein referred to as "the Lessee" of the Other Part, registered with the Office of the Sub-Registrar at Bombay under Serial No. BDR-7/14552 of 2002, the Lessor therein granted and demised unto the Lessee therein the Leasehold Land for a further term of 20 years, the renewed period commencing from 1st December, 2002, for the consideration and on the terms and conditions therein contained.
6. Vide an Order dated 15th May, 1995 bearing No. CHE/468/DPES passed by Executive engineer, Development Plan, the tenure of the said Larger Property has been converted to non-agricultural land for residential purpose.

7. By an order dated 15th May, 1997 bearing No. C/ULC/6(1)/SR.XXII-969/SR.IX-486/D.V. 2048, the Additional Collector and Competent Authority, ULC had declared an area admeasuring 6141.24 square meters out of the said Larger Property as surplus vacant land. Further, the remaining area admeasuring 53,991.16 square meters out of the said Larger Property was declared as non-surplus vacant land. Pursuant to the aforesaid order dated 15th May, 1997, a corrigendum dated 21st October, 1999 bearing No. C/ULC/6(1)/SR.XXII-969/SR.IX-486 was issued by Additional Collector and Competent Authority (ULC) by which the aforesaid area admeasuring 6141.24 square meters out of the said Larger Property was declared to be non-surplus vacant land. The aforesaid orders have been passed under Section 6 (1) of the Urban Land (Ceiling & Regulation) Act, 1976 ("ULCR Act") (which has since been repealed).
8. Vide an Order dated 30th November, 1999 bearing No. C/ULC/D-III/22/5792 passed by Additional Collector and Competent Authority, ULC granted redevelopment permission vide Letter of Intent dated 24th November, 1995 for redevelopment of the said Larger Property.
9. By and under a Deed of Conveyance dated 8th April, 2002 made between WRMPL, therein referred to as "the Vendors" of the One Part and Lohitka (then known as Lohitka Properties Pvt. Ltd.), therein referred to as "the Purchasers" of the Other Part and registered with the Sub- Registrar of Assurances at Kurla-2 under Serial No. BDR-7/4552 of 2002, the Vendors therein granted, conveyed and released unto the Purchasers therein the reversionary rights in respect of the said Leasehold Land herein, for the consideration and on the terms and conditions therein contained.
10. By and under the Articles of Agreement dated 7th June, 2002 made between WRMPL, therein referred to as "the Owners" of the One Part and Lohitka Properties Private Limited, therein referred to as "the Developers" of the Other Part, registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-7/4224 of 2002, the Owners therein granted development rights to the Developers and agreed to grant and ultimately sell, transfer and assign to the Developers, its nominees or assigns the non-agricultural land, hereditaments and premises admeasuring 49250.20 square meters (land remaining after carving out the portion of land mentioned in the above Indentures of Lease) situate at Village Nahur, Taluka Kurla District and Sub-District Mumbai (hereinafter referred to as "the said Freehold Land") more particularly described **Secondly in the Schedule** hereunder written, for the consideration and upon the terms and

conditions contained therein. The balance consideration of a sum of Rs.75,00,000/- is payable by Lohitka to WRMPL under the aforesaid Agreement.

11. By and under a Power of Attorney dated 7th June, 2002, WRMPL has granted various powers and authorities in favour of Mr. Virendra Gala to do the acts deeds and things as therein mentioned. The said Power of Attorney dated 7th June, 2002 is not registered under the provisions of the Indian Registration Act, 1908.
12. By and under an Agreement dated 10th June, 2002 made between Lohitka (then known as Lohitka Properties Private Limited) of the One Part and Sheth Developers Limited of the Second Part, Lohitka delegated, granted and assigned all the acquired rights, powers and authorities in respect of the said Freehold Land under the aforesaid Agreement for Development dated 7th June, 2002 to Sheth Developers Limited, now known as Sheth Developers Private Limited ("SDPL"), in the manner and on the terms and conditions therein contained. The said Agreement dated 10th June, 2002 is not registered under the provisions of the Indian Registration Act, 1908.
13. By and under a Power of Attorney dated 14th June, 2002, Lohitka has granted various powers and authorities in favour of Mr. Ashwin Sheth, Mr. Jitendra Sheth and Mr. Vallabh Sheth to do the acts, deeds and things as therein mentioned and in pursuance of the Agreement for Development dated 10th June, 2002. In pursuance of the aforesaid Agreement dated 10th June, 2002, Lohitka also granted license to SDPL to enter upon the said Freehold Land for the purposes of development and construction thereupon and as a consequence thereof handed over possession of the Freehold Land to Sheth Developers Limited. The said Agreement dated 10th June, 2002 is not registered under the provisions of the Indian Registration Act, 1908.

The Freehold Land and the Leasehold Land are hereinafter collectively referred to as the "**said Property**")

14. It is informed to us that in pursuance of the Agreements dated 7th June, 2002 and 10th June, 2002 respectively, Lohitka and SDPL have jointly developed a portion of the said Freehold Land by constructing thereupon several buildings by consuming FSI/TDR arising/accruing on the amalgamated layout of the said Property. Under the powers and authorities delegated and assigned unto SDPL and Lohitka, SDPL has entered into diverse agreements for sale in respect of the sale of the flat/s/premise/s/unit/s, etc., in the building/s/structure/s etc., constructed on

the developed portion of the Freehold Land. The purchasers of the flat/s/premise/s/unit/s, etc., in the building/s/structure/s etc., constructed on the developed portion of the Freehold Land are said to have formed themselves into co-operative housing societies.

15. Subsequently, sometime in the year 2005, restrictions were imposed on the further development of the said Property in view of a portion thereof admeasuring 37,616.6 sq. mtrs., or thereabouts being declared as a forest land under the Maharashtra Private Forests Acquisition Act, 1975. By virtue of the said restrictions, no further development was permitted on the said Freehold Land and/or the said Property.
16. In view of the aforesaid restriction on further development on the said Property, vide a letter dated 3rd March, 2006 addressed to Lohitka, SDPL inter alia, informed Lohitka of its inability to continue any further construction in terms of the Agreement dated 10th June, 2002 on the ground that the understanding arrived at between them under the Agreement dated 10th June, 2002 has been frustrated due to restriction on the development of the Freehold Land.
17. By a Certificate of Registration on Conversion dated 17th September, 2014 issued by the Registrar of Companies, Mumbai, Lohitka Properties Private Limited was converted to Lohitka Properties LLP.

Searches:

18. We have conducted searches in the concerned offices of the Sub-Registrar of Assurances at Mumbai in respect of the said Property. The searches show 3 (three) Lis Pendens Notices registered in respect of the litigation pending before the Bombay High Court in respect of land bearing Survey No.151/A (Part) i.e, corresponding CTS No.531 (part). However, it is informed by the concerned representatives of Lohitka that the said Lis Pendens Notices appear to be in respect of the other parcels of land forming part of Survey No.151A excluding the said Property and is therefore not concerned with the said Property or affect the same in any manner. In any event, we have not received any claims or objections whatsoever from the plaintiffs/petitioners in respect of the aforesaid Lis Pendens Notices pursuant to public notices published for investigating the title of Lohitka as mentioned hereafter.

19. We have also conducted searches through M/s.Sachin Chhadwa & Associates, Practicing Company Secretaries, in the records of the Registrar of Companies in respect of Lohitka (prior to its conversion into an LLP) and on perusal of the report dated 30th July, 2014 submitted by them, we have not found no claims or encumbrances found registered in respect of the Property.
20. We have perused the Property Register Cards in respect of the said Property. The name of WRMPL is shown as the owner of the said Property save and except in respect of the piece of land bearing CTS No.533(part) admeasuring 945 square meters which is shown to be in the name of Schreder Schowheel Duncan Limited. We are however informed by Lohitka's representatives that the name of Schreder Scowheel Duncan Ltd., is erroneously shown in the PR Card as the possession of the said piece of land bearing CTS No.533(part) admeasuring 945 square meters is with Lohitka having acquired the same from WRMPL pursuant to the Agreement dated 7th June, 2002 and the error in the PR Card is pending to be rectified. Lohitka is therefore advised to undertake the rectification of the error in the name in respect of the Property Register Card in respect of the land bearing CTS No.533(part).

A remark with respect to the forest lands i.e, under The Maharashtra Private Forests (Acquisition) Act, 1975, is shown with respect to the lands bearing CTS Nos.531 and 531/1 to 14.

Lohitka's name is not mutated with respect to the Leasehold Land, as the owner thereof.

21. We have also perused the relevant Village Forms 6 and 7/12 in respect of the said Property. The said Property is shown in the name of WRMPL as the "holder" thereof. A remark stating that a portion of the land bearing Survey No.151A(part) is subject to the provisions of The Maharashtra Private Forest (Acquisition) Act, 1975 is found recorded in the other rights column of the Village Form 7/12 pursuant to the Mutation Entry No.993 dated 24th January, 2006.

Litigation:

22. As stated above, a portion of the said Property admeasuring 37,616.6 sq. mtrs., was affected by a reservation under the Maharashtra Private Forests Acquisition Act, 1975. By an order dated 30th January, 2014 passed by the

Hon'ble Supreme Court in Civil Appeal No.1102 of 2014 arising out of SLP (C) No.10677 of 2008, the Hon'ble Supreme Court inter alia, set aside the reservation of forest lands on the said Property.

23. The State of Maharashtra filed a Review Petitions seeking review of the judgment and order dated 30th January, 2014 in Civil Appeal No.1102/2014. However, in view of certain defects found by the office of the Supreme Court in the filing of the Review Petition, which defects remained to be rectified by the Petitioner therein, i.e, the State of Maharashtra, the office of the Supreme Court directed that the Review Petition cannot be registered. The Review Petition was further directed to be lodged.

Public Notices:

24. We have caused Public Notices to be published in (i) The Economic Times and (ii) Sakal (Marathi) in their editions of 14th August, 2014 in respect of the said Property. In response, we have received a claim from Ms.Rita Anand Chauhan and Anr., by their letter dated 28th August, 2014 inter alia, on the grounds that they have a right, title, interest and claim in the said Property by reason of the said Property having been purchased by their predecessors-in-title under two Deeds of Conveyance both dated 12th July, 1968.
25. Lohitka has refuted the claims of Ms.Rita Anand Chauhan & Anr., through our letters dated 2nd September, 2014, 18th September, 2014 and 26th September, 2014. Eventually, Ms.Rita Anand Chauhan & Anr., failed to prove their claim or to provide any documentary evidence supporting their claim.

Declarations- on-Title:

26. Mr.Ashwin Sheth, the Partner of Lohitka has by his Declarations on Title dated 26th November, 2014 inter alia, declared and confirmed that:
- a) in pursuance of the Agreement dated 10th June, 2002, SDPL and Lohitka have jointly constructed on a portion admeasuring 31434.37 sq. mtrs., of the Freehold Land and SDPL has entered into various agreements for sale with purchasers in respect of the sale of the

flats/premises/units constructed on the developed portion of the Freehold Land;

- b) by its letter dated 3rd March, 2006 SDPL has terminated the Agreement dated 10th June, 2002 on the ground that the understanding under the said Agreement has been frustrated by virtue of the forest land restrictions on the development of the Freehold Land;
- c) in view of the termination of the Agreement dated 10th June, 2002 by SDPL in respect of the Freehold Land, Lohitka alone is in possession of the balance portion of the Freehold Land and is entitled to develop and construct thereon;
- d) save and except for (i) the forest land entry (which is pending to be deleted from the revenue records pursuant to the order of the Hon'ble Supreme Court Order), (ii) the mortgages that may have been created by the flat/unit purchaser in respect of their own respective flat/unit in the building standings on the portion of the Freehold Land developed by SDPL; and (iii) subject to the lease created in favour of WML in respect of the Leasehold Land, the said Property is free from all liens, charges, mortgages, encumbrances, liabilities, demands, attachments, lis-pendence or any other Government liability to the knowledge of Lohitka;
- e) save and except the forest land entry which has now been directed to be removed by the Hon'ble Supreme Court, to the knowledge of Lohitka, no notice of acquisition, requisition from any local body or authority or under any legislative enactment of Central or State Government or by way of Ordinances, Order, Notifications, any summons concerning the Freehold Land have been received;
- f) save and except the lease subsisting in favour of WML to the extent of the Leasehold Land, Lohitka has not created any third party rights or entered into any Agreement for Sale (oral or written) in favour of any person or party in respect of the Leasehold Land and the balance portion of the Freehold Land forming part of the said Property;
- g) the Freehold Land (forming part of the said Property) was at all times not and is not the subject matter of any attachment or other restraint order;

- h) save and except the Civil Appeal No. 1102 of 2014 arising out of the SLP (C) No.10677 of 2008, there is no litigation, proceedings, lis-pendens, notice, attachment, acquisition, requisition, reservation/set back (including proposed), prohibitory order of any nature whatsoever in or upon or affecting the said Property or any part thereof;
- i) there are no outstanding taxes, demands, dues, cesses, claims, charges etc. in respect of / relating to / affecting the Freehold Land (forming part of the said Property) or any part thereof;
- j) save and except the rights which were created in favour of SDPL under the Agreement dated 10th June, 2002 in respect of the Freehold Land (which Agreement is now terminated) and the lease subsisting in favour of WML in respect of the Leasehold Land, Lohitka has not done any act of commission or omission whereby its right, title and interest in the said Property is in any manner prejudicially affected; and
- k) to Lohitka's knowledge, no notice has been received from the Government, Semi-Government or any statutory authority for breach of any statutory provisions, rules and regulations in respect of the Freehold Land (forming part of the said Property).

CONCLUSION:

27. On the basis and subject to the above, in our opinion,
- (i) Lohitka Properties LLP is entitled to the Leasehold Land described Firstly in the Schedule hereunder written as owner thereof and subject to the lease subsisting in favour of Western Ministeel Limited;
 - (ii) Western Rolling Mills Limited is the owner of the Freehold Land described Secondly in the Schedule hereunder written and Lohitka Properties LLP has development rights therein on the terms and conditions contained in the Agreement dated 7th June, 2002,
- and Lohitka's title thereto is clear and marketable.

THE SCHEDULE ABOVE REFERRED TO

(Description of the "said Property")

Firstly:

ALL THAT piece and parcel of land admeasuring 13,015 square yards equivalent to 10,882 square meters or thereabouts bearing Survey No. 151A (Part) and 89 (Part) and corresponding C.T.S. Nos. 531 (Part) and 534 situate in Nahur Village on the west side of the Bombay Agra Road now known as Lal Bahadur Shastri Marg, Near Mulund Railway Station in Greater Bombay, Taluka Kurla, District Bombay Suburban now in the Registration District and Sub District of Bombay City and Bombay Suburban and bounded as follows:

On the EAST: Partly by the property of Western Rolling Mills Limited and partly the access road connecting Lal Bahadur Shastri Marg;

On the WEST: By the Tansa Water Pipe Line

On the NORTH and on the SOUTH: By the property of Western Rolling Mills Limited

Secondly:

ALL THAT piece and parcel of land admeasuring 49,250 square meters or thereabouts (which excludes leasehold land admeasuring 10,882 square meters leased out to Western Ministil Limited) and bearing Survey Nos. 89 (Part), 151A (Part), 159 (Part), 168 (Part), corresponding C.T.S. Nos. 514 (Part), 531 (Part), 532 (Part), 533 (Part) and 534 respectively situate, lying and being on and to the west of Lal Bahadur Shastri Marg, in Village Nahur, Taluka Kurla District, Bombay Suburban Registration Sub- District Bandra and bounded as follows:

On the EAST: By public road known as Lal Bahadur Shastri Marg (old Bombay Agra Road)

On the WEST: By 36 meters wide proposed development plan road and Tansa Pipe Line

On the NORTH: Partly by property belonging to Messrs. National Schrader Scovil Duncan Limited and partly by Survey No. 172A (Part)

On the SOUTH: By proposed 18.3 meters wide development plan road as per sanctioned development plan of Municipal Corporation of Greater Mumbai

Dated this 2nd day of December, 2014.

Kanga and Company,

S.B. Vaichya

Partner

Housiey.com