

# YOGESHWAR H. BANAVALI

B.Com., L.L.M.

Advocate High Court

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**Format – A**  
**(Circular No.28/2021)**

## **FLOW OF THE TITLE OF THE SAID LAND**

- 1) I have perused copies of the PR Cards pertaining to
  - a) Property lying and situated at Jaiprakash Road, Andheri West, Mumbai 400058, in the city of Mumbai and in the registration district and sub-district of Bombay City and Bombay Suburban, situated at Village Andheri West, bearing Non-Agricultural Survey No.83, CTS No.127, 127/1, 127/2 and 127/3, admeasuring about 911.70 sq.mtrs. **AND**
  - b) Property lying and situated at Jaiprakash Road, Andheri West, Mumbai 400058, bearing CTS No.128, 128/1 and 128/2 collectively admeasuring about 795.7 sq.mtrs. of City Survey Andheri, Taluka Andheri, Mumbai Suburban District.
- 2) I have caused a search to be taken in the office of the Sub-Registrar of Assurances, Mumbai and Bandra, from the year 1994 to 2024 (30 years), Andheri from the year 1995 to 2024 (29 years) and Bandra (AND 1 TO AND 7) computer records from the year 2002 to 2024 (23 years) (the search reports are subject to torn pages of Index II, mutilated records, misplaced and unavailable records for the years as mentioned therein).
- 3) **Flow of Title :**

Upon the perusal of the documents in respect of the said properties, provided to me by **M/s. NAUMI DEVELOPERS**, (hereinafter referred to as the “**said Developers**” and the search reports submitted by Search Clerk (which is subject to records not being maintained properly as mentioned in the Search Report and torn pages as mentioned therein, I have to state as follows :-

- 1) The first piece of land namely all that piece and parcel of freehold land, situate at Jaiprakash Road, Andheri West, Mumbai 400058, under Non-Agricultural Survey No.83 and CTS No. 127, 127/1, 127/2 and 127/3 collectively admeasuring about 911.70 sq.mtrs. along with dwelling houses, previously standing thereon with two sections collectively **THEN** known as “Shreyas”
  - a) The said property originally stood in the name of Smt Champaben Ramanlal Parikh and Shri Ramanlal Gulabdas Parikh who had jointly purchased the said property from Smt. Shakuntalaben Nagindas Tharawala and Shri Gunwantraai Nagindas Tharawala.
  - b) Consequently the name of Ramanlal Gulabdas Parikh was deleted from the records on 8.11.1983.
  - c) On 29.1.1988, the names of Dawood Yusuf Ali Madagaskar and Miss Farida Dawood Yusuf Ali was incorporated in the place of the sole holder Champaben Ramanlal Parikh and this was done upon an application following legal documentation.

- d) Then vide a registered Deed of Transfer, registered under number 7163 of 2009, the owners Dawood Yusuf Ali Madagaskar and Miss Farida Dawood Yusuf Ali (through her duly constituted Attorney) transferred this property i.e. C.T.S. No.127, 127/1, 127/2 and 127/3 in the name of M/s. Kumar Builders, Mumbai,
- e) Finally, vide registered Deed of Transfer, registered under number 10772/2017, this property i.e. C.T.S. No.127, 127/1, 127/2 and 127/3 was transferred in the name of M/s. Naumi Developers of 9, Dinar Building, Station Road, Santacruz West, Mumbai 400058.
- f) The two sections collectively described as “Shreyas” consisted of Tenants and owned Units.

The Property Card in respect of the above mentioned property shows the name of Dawood Yusuf Ali Madagaskar and Miss Farida Dawood Yusuf Ali, although the subsequent Index II which are valid and subsisting have not been given effect to.

- 2) The second piece of land namely all that piece and parcel of freehold land, situate at Jaiprakash Road, Andheri West, Mumbai 400058, under CTS No. 128, 128/1 and 128/2 collectively admeasuring about 795.70 sq.mtrs. along with dwelling houses, previously standing thereon known as “Saraswati Sadan” and “Narayan Bhuwan” constructed on the said plot situate lying and being at J.P. Road, Andheri West, Mumbai 400058.

- a) The said property (CTS No. 128, 128/1 and 128/2) originally stood in the name of Late Umakant Shantaram Patil and such property being received under a mutually settled litigation and consequential consent terms.
- b) Upon the demise of Umakant Shantaram Patil, there took place a Mutation of entries in all the three Property Cards viz. 128, 128/1 and 128/2 and the said property remains the absolutely ownership of 1) Lata Umakant Patil, 2) Sunil Umakant Patil and 3) Viraj Umakant Patil as on date.
- c) Vide a valid and subsisting Agreement for Sale executed on 15 December 2016, and registered with the Registrar of Sub-Assurances at Andheri under registration No. \_\_\_\_\_ of 2017, the three owners viz. 1) Lata Umakant Patil, 2) Sunil Umakant Patil and 3) Viraj Umakant Patil have agreed to sell to the said Developer viz. M/s. Naumi Developer of 9, Dinar Building, Station Road, Santacruz West, Mumbai 400054, all those pieces and parcels of land, lying and situate at J.P. Road, Andheri West, Mumbai 400058, under CTS No. 128, 128/1 and 128/2 and vide the said registered agreement have agreed to sell, convey and transfer in favour of the Developer the entire property under CTS No.128, 128/1 and 128/2 and the Developer has agreed to purchase the same upon terms and conditions embodied in the said Agreement.
- d) The structure “Saraswati Sadan” was occupied by the three owners viz. 1) Lata Umakant Patil, 2) Sunil Umakant Patil and 3) Viraj Umakant Patil and the structure “Narayan Bhuwan” was a tenanted building with shops and residential premises.

- e) The Development Agreement is registered and all the Mutation entries are to be recorded by the City Survey Officer after which the actual position as it exist will be seen from the Land Records as well

### 3) **Litigation :**

The Developers have represented that there are no litigations/proceedings filed with regards to the pieces of land mentioned in clause nos. (1) and (2) above in the courts of Mumbai. Thus, there are no Orders restraining the Developers in any manner from carrying out construction of the proposed ground plus 17 storied building under the name **“Naumi Shresht”** and/or sell Shops/Flats/Units in the said building (save and except the Establishment, Shops and Flats of the Owners and the Tenants.

- 4) The Developers have further informed me that they have not encumbered/mortgaged/created charge on any of the Offices/Units in the said Building/s or upon the said plots of land viz. CTS Nos. 127, 127/1, 127/2 and 127/3 **AND** CTS No. 128, 128/1 and 128/2 with any Financial Institutions or Bank or in any other manner whatsoever.
- 5) This Report on Title has bene prepared on the basis of the said documents, paper and revenue records and the information/representations that have been furnished/provided to me and presuming that the contents of the said documents, papers and revenue records and the information/ representations are true and correct. I take no responsibility for not having envisaged in this

Report on Title the contents of documents, writings or revenue records that may be related to the said Property but which have not been provided to me for our perusal. The statements and observations in the Report on title are done based on the documents provided to me as listed aforesaid.

- 6) This Report on Title is issued on the title documents perused by me and same is based on the assumption:
  - (i) of the legal capacity of all natural persons, genuineness of all signatures;
  - (ii) authenticity of copies of the documents submitted to me;
  - (iii) that there have been no amendments or changes to the documents examined by me.
  - (iv) of the accuracy and completeness of all the factual representations made in the documents.
  - (v) that all prior title documents have been adequately stamped and registered.
- 7) I am not certifying the boundaries of the said Properties and/or physical conditions of the said properties since I have not visited the said Properties.
- 8) I have not raised any requisitions on title of the said Lands/ Properties. I have however relied upon information/representation and the documents submitted by the Developers to me as stated hereinabove.
- 9) In the circumstances and subject to what is stated hereinabove and based on the documents perused by me and the representations as

stated hereinabove, I am of the opinion that the Developers i.e. **M/S. NAUMI DEVELOPERS** have clear and marketable Title to develop the said lands/properties (jointly in an amalgamated form) and to sell the Offices/Units in the said building (named as **“NAUMI SHRESHT”**), save and except members Units as committed by the said Developer as per the Development Agreement or Agreement for Permanent Alternate Accommodation or any other writings. The balance Units can be sold to Prospective Purchasers in the manner they deem fit and proper and they can appropriate the said Sale Consideration thereby in the manner they deem fit and proper.

Place : Mumbai

Date : 16.04.2024



A handwritten signature in blue ink, appearing to be "Yogeshwar H. Banavali".

**Yogeshwar H. Banavali**  
**Advocate, High Court.**