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### REPORT ON TITLE

Lodha Impression Real Estate Private Limited

(Ex-Parte)

Re: Property bearing

| Reference       | Survey Number | Hissa Number | C.T.S Number   | Area in Sq.mtrs                                                            |
|-----------------|---------------|--------------|----------------|----------------------------------------------------------------------------|
| First Property  | 59            | 8            | 67             | 9407.40                                                                    |
| Second Property | 60            | 1            | 75, 75/1 to 14 | 4603.15                                                                    |
| Third Property  | 60            | 2            | 74 & 78        | 4830.89                                                                    |
|                 | 60            | 5            | 80             | Area as per Property Card is 780.80<br><br>Area as per Documents is 935.83 |
| Fourth Property | 59            | 11           | 67/1           | Area as per Property Card is 423.90<br><br>Area as per Documents is 505.85 |

lying being and situate in Village Mulgaon, Taluka Andheri in Mumbai Suburban District (collectively referred to as "the said Property")

1. I have investigated the title for and on behalf of Lodha Impression Real Estate Private Limited in respect of the said Property, based on Revenue Records viz. Property Cards, Record of Rights, Mutations, Search Reports and other documents produced before me for my perusal and inspection. I have also gathered information and explanation in connection therewith.
2. On perusal thereof, I observe as follows:-



3. **Flow of title of Property bearing Survey No. 59/8, CTS No. 67 (First Property):**

- (i) By an Agreement dated 2<sup>nd</sup> May 1975 made between Bridget Nunes and others, therein called "the Vendors" of the One Part and M/s Gufic Laboratories, therein called "the Purchasers" of the Other Part, the said Bridget Nunes and others agreed to grant, convey, sell and transfer in favour of the said M/s Gufic Laboratories, property bearing Survey No.59 Hissa No.8 admeasuring 2 Acres 32 Gunthas equivalent to 13,552 sq. yards or thereabouts situate, lying and being at Village Mulgaon, Taluka Andheri, Mumbai Suburban District (being referred as First Property hereto) at or for the consideration and on the terms and conditions therein contained.
- (ii) By Consent Decree dated 15<sup>th</sup> March 1984, passed by the Bombay High Court in Suit No. 1142 of 1977 (M/s Vijaylaxmi Development Corporation versus Terrance Matthew Nune and Others), M/s Gufic Laboratories became entitled to the said First property bearing Survey No.59 Hissa No.8. The area of the said First property bearing Survey No.59 Hissa No.8 was recorded as 12,504 sq. meters or thereabouts in the Consent Decree (registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 556 of 1991 vide Declaration dated 31st January 1991 executed by M/s Gufic Laboratories through its proprietor Gufic Limited).
- (iii) By an Order dated 10th May, 1988, passed by the Sub-Divisional Officer, Bombay Suburban District in the proceedings filed under Section 135 of the Maharashtra Land Revenue Code, 1966 by the State of Maharashtra and others against the All India Seva Sia Sangam Trust and others, the area of the said First property bearing Survey No.59 Hissa No.8 was reduced to 11,432 sq. meters or thereabouts. By virtue of the aforesaid Order dated 10<sup>th</sup> May 1988, the property card has been amended to show the area of the First said property bearing Survey No.59 Hissa No.8 to be 11,432 sq. meters or thereabouts.
- (iv) A portion admeasuring 2024.60 sq. meters or thereabouts from and out of the said First property bearing Survey No.59 Hissa No.8 has been handed over to the Municipal Corporation of Greater Mumbai for the Public purpose of road widening. In consequence thereof, Municipal Corporation of Greater Mumbai has issued a possession receipt dated 14<sup>th</sup> December 2005 to that effect. Besides, portions of said First property bearing Survey No.59 Hissa No.8 admeasuring 1240.86 sq. meters, 687.55 sq. meters and 344.88 sq. meters in all 2273.29 are

earmarked by Government Resolution.

- (v) By Development Agreement dated 8<sup>th</sup> October 2007 made between Gufic Private Limited, therein called "the Owners" of the One Part and Lodha Impression Real Estate Private Limited, therein called "the Developers" of the Other Part (registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No.9210 of 2007), the said Gufic Private Limited granted development rights in favour of Lodha Impression Real Estate Private Limited in respect of the said First Property forming part of the said First property bearing Survey No.59 Hissa No.8 (more particularly described in the First Schedule hereunder written).
- (vi) Pursuant thereto, by a Power of Attorney dated 11<sup>th</sup> October 2007 executed by Gufic Private Limited in favour of Mangal Prabhat Lodha and Others (registered with the office of Sub registrar of Assurances at Bandra under Serial No. BDR-1/806/2007) the said Mangal Prabhat Lodha and Others were authorized to do all acts, deeds, matters and things pertaining to development of the said First Property.
4. In the premises aforesaid, by virtue of the aforesaid Development Agreement dated 8<sup>th</sup> October 2007, Lodha Impression Real Estate Private Limited is entitled to development rights in respect of the said First Property.
5. **Flow of title of Property bearing Survey No. 60/1, CTS Nos. 75, 75/1 to 14 (Second Property):**
- (i) As per Mutation Entry No. 39 dated 26<sup>th</sup> October, 1935, Jona Teresa Fernandis and Victor Mary Alias D'Mello sold land bearing Survey No. 60/1 to Anna D'Mello and Wellie D'Mello for Rs. 5000/- on 3rd April, 1935.
- (ii) As per Mutation entry No. 106 dated 8th July, 1946, by Sale Deed dated 12th January, 1946, Mathew Sebastian Misquitta purchased the said land bearing Survey No. 60/1 from Anna D'Mello, for consideration of Rs. 8500/-.
- (iii) Since 12th January, 1946, Mathew Sebastian Misquitta was entitled to Survey No. 60/1 admeasuring 4603.15 Sq. meters, the said Second Property (more particularly described in the Second Schedule hereunder written).
- (iv) I am given to understand that Mathew Sebastian Misquitta family comprised of (1) Allan Mathew Misquitta, (2) Bassanio Mathew

Misquitta, (3) Caesar Mathew Misquitta, (4) Desmond Mathew Misquitta, (5) Edward Mathew Misquitta and (6) Fabian Mathew Misquitta.

- (v) By and under an Agreement dated 16th December, 1979 and further agreement, understanding subsisting/made between 1) Mathew Sebastian Misquitta, (2) Allan Mathew Misquitta, (3) Bassanio Mathew Misquitta, (4) Caesar Mathew Misquitta, (5) Desmond Mathew Misquitta, (6) Edward Mathew Misquitta and (7) Fabian Mathew Misquitta therein called "the Owners/Lessors" of the One Part and M/s. Gufic Laboratories, therein referred to as the "Lessees/Developers" of the Other Part, the said Mathew Sebastian Misquitta and Others agreed to lease out /sell to the said M/s. Gufic Laboratories, the said Second Property together with full rights, profits and privileges thereof for the stipulated period and on the terms, covenants and conditions stated therein. Pursuant thereto, the said Mathew Sebastian Misquitta and Others have put M/s Gufic Laboratories in physical possession of the said Second Property.
- (vi) Subsequently, by an Indenture of Lease dated 19<sup>th</sup> April, 1984 (registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No. 1718) executed between Mathew Sebastian Misquitta and Others as the "Lessors" therein of the One Part and M/s. Gufic Laboratories as the "Lessees" therein of the Other Part, Mathew Sebastian Misquitta and Others demised unto Gufic Laboratories the said Second Property for the rent and on the terms, covenants and conditions stated therein. The said Indenture of Lease also provides for grant of development rights in respect of the said Second Property together with right to purchase the demised premises. With reference to that, it was once again confirmed and recorded that the Lessors have handed over physical possession of the said Second Property to the Lessees.
- (vii) Simultaneously, by a General Power of Attorney dated 19th April, 1984 (registered with the office of the Sub-Registrar of Assurance at Bandra under Serial No.264 of 1984) the said Mathew Sebastian Misquitta and Others irrevocably appointed the Partners of M/s. Gufic Laboratories as their true and lawful attorneys with powers and authorities to do and carry out all acts, deeds, matters and things in connection with the said Second Property. The said Power of Attorney inter alia includes power of delegation. The said Power of Attorney is still valid and subsisting and has not been cancelled and revoked by the said executants till date.



- (viii) Over a period of time, M/s. Gufic Laboratories had erected structures on the said Second Property for its beneficial use and enjoyment thereof.
- (ix) By a Deed of Conveyance and Power of Attorney both dated 19th April, 1984 (registered by Deed of Confirmation dated 30th September, 2008 with the office of Sub-Registrar of Assurances at Bandra under Serial No. 9825 of 2008), the said Mathew Sebastian Misquitta and Others granted, conveyed, assigned, transferred the said Second Property in favour of M/s. Gufic Laboratories for valuable consideration and on terms, conditions and covenants mention therein.
- (x) Under the said Deed of Conveyance dated 19th April, 1984, the area considered is 4603.15 sq. meters. However, as per the Property Card the area of the said Second Property is 4972.70 sq. meters. In any event, in the sanctioned layout plan the lesser area being 4603.15 sq. meters is taken into consideration.
- (xi) A portion of the said Second Property has been encroached upon by encroachers who claim to be protected tenants or otherwise. I gather that several suits have been filed against the said tenants/encroachers. However these suits do not affect the title of the said Second Property.

6. **Flow of title of Survey No. 60/2 Corresponding CTS No. 74 & 78 & Survey No.60/5 Corresponding CTS No. 80 (Third Property):**

- (i) As per Mutation entry No. 75 dated 23<sup>rd</sup> May, 1939, by Sale Deed dated 28<sup>th</sup> March, 1939, one Mr. Joseph Francis Rafil D'Almeida inter alia purchased the said Third Property bearing Survey Nos. 60/2 and 60/5 (more particularly described in the Third Schedule hereunder written) from 1) Joseph Francis Rafil D'Almeida and 2) Thomas William D'Almeida (who were executors of will of Dominic Francis D'Almeida), 3) Joseph Robert Artherite and 4) Victor G. Creado.
- (ii) As per Mutation Entry No.125 dated 6<sup>th</sup> August, 1949, one Sukrya Bhanya was recorded as a protected tenant in the 7/12 extracts in respect of portion of the said Third Property.
- (iii) As per Mutation Entry No.152 dated 26<sup>th</sup> May, 1955, pursuant to Taluka Order No. TAGSR268TA dated 13th May, 1955, on death of Sukrya Bhanya, name of his legal heir viz. Ravya Sukrya was entered as a protected tenant on the 7/12 extracts in respect of portion of the said Third Property.

- (iv) As per Mutation Entry No. 128 dated 25th December, 1949, on death of Joseph Francis Rafil D'Almeida on 7th March, 1949 and pursuant to Taluka Order No. R.T.S.R. 447 dated 29<sup>th</sup> June, 1949, names of his legal heirs viz. (1) Mrs. Elfreda D'Almeida (wife), (2) Nymphia D'Almeida (Daughter), (3) Yucca D'Almeida (Daughter), (4) Celsia D'Almeida (Daughter) and (5) Norysca D'Almeida (Daughter) were entered in the 7/12 extracts of the said Third Property. Ever since the said legal heirs were inter alia seized and possessed of the said Third Property.
- (v) As per Mutation Entry No. 227 and 228 dated 20th July, 1960, by Mortgage Deed dated 26th May, 1955 and 15th February, 1956 (1) Matikbai Sorab Ondhia, (2) Shapur Sorab Ondhia, (3) Jami Sorab Ondhia as Mortgagees advanced a sum of Rs. 20,000/- and 15000/- to (1) Mrs. Elfreda D'Almeida (wife), (2) Nymphia D'Almeida (Daughter), (3) Yucca D'Almeida (Daughter), (4) Celsia D'Almeida (Daughter) and (5) Norysca D'Almeida (Daughter), as Mortgagors on the security of the said Third Property.
- (vi) As per Mutation Entry No. 369 and 370 dated 3rd October, 1964, it is recorded that by and under Transfer of Mortgage and further charge, Oriental Radio Company had taken over the said Mortgage Debts referred hereinabove as a Mortgagee of (1) Mrs. Elfreda D'Almeida (wife), (2) Nymphia D'Almeida (Daughter), (3) Yucca D'Almeida (Daughter), (4) Celsia D'Almeida (Daughter) and (5) Norysca D'Almeida (Daughter) and paid off the mortgage debt of Rs. 20,000/- and 15000/- to (1) Matikbai Sorab Ondhia, (2) Shapur Sorab Ondhia and (3) Jami Sorab Ondhia.
- (vii) As per Mutation Entry No. 373 dated 3rd October, 1964, (1) Mrs. Elfreda D'Almeida (wife), (2) Nymphia D'Almeida (Daughter), (3) Yucca D'Almeida (Daughter), (4) Celsia D'Almeida (Daughter) and (5) Norysca D'Almeida (Daughter) paid off the said mortgage debts of Rs. 20,000/- and 15000/- to Oriental Radio Company and released the said Third Property.
- (viii) As per Mutation Entry No. 467 dated 26th October, 1968, it is recorded that on the name of Elfreda D'Almeida is entered as a Head of the Family and her minor daughters (1) Nymphia D'Almeida, (2) Yucca D'Almeida, (3) Celsia D'Almeida and (4) Noraysca D'Almeida. On attending age of maturity and got married, the said daughters names became 1) Nymphia Mary Correa, (2) Yucca Taraja Bocarro, (3) Celsia Bocarro and (4)



Noraysca Wassoodew. The aforesaid entry based on the submissions made by Elfrieda D'Almeida on 26/10/1968.

- (ix) Pursuant to Notification No. LAS-B-989 dated 1/7/64, Maharashtra Government Gazette Part-1 page No. 1081 to 1083 dated 1/7/64 the said land was reserved for Industrial and residential use. However by Maharashtra Government Gazette page No.4142 dated 18/11/65 No. LAQ-B-5300 by order of Special Land Acquisition Officer-6 No. LAQSR32/XI-C dated 9/12/65 the said reservation was removed.
- (x) As per Mutation Entry No.511 dated 24th November, 1971, on the application made by the said Elfrieda D'Almeida and others in respect of Property comprised in Survey No.60/2 corresponding CTS No.74 & 78 admeasuring 1 acres 7  $\frac{3}{4}$  gunthas and Survey No. 60/5 corresponding CTS No.80 admeasuring 9  $\frac{1}{4}$  gunthas, the Revenue Authorities inter alia removed / deleted the name of Ravya Sukrya (being a protected tenant) from the 7/12 extract in respect of portion thereof.
- (xi) As per Mutation Entry No. 572 dated 22nd August, 1989, by an Agreement for Sale dated 30th April, 1984, the said Elfrieda D'Almeida and others had granted development rights of the Property comprised in Survey No.60/2 corresponding CTS No.74 & 78 admeasuring 1 acres 7  $\frac{3}{4}$  gunthas and Survey No. 60/5 corresponding CTS No.80 admeasuring 9  $\frac{1}{4}$  gunthas with a view ultimately to sell to M/s. Gufic Laboratories for the consideration and on the terms and conditions contained therein; In view thereof and also pursuant to application of Gufic Laboratories and order of Taluka Order Bhumank RTS/Kavi/473/88 dated 21st August, 1989 passed thereon, the name of M/s. Gufic Laboratories as recorded in the other rights column of the 7/12 extract, the fact of the said transaction.
- (xii) As per Mutation Entry No. 581 dated 10th August, 1994, on death of Mrs. Elfrieda D'Almeida on 3rd January, 1992, the name of the said deceased person was deleted from the 7/12 extracts in respect of the Property comprised in Survey No.60/2 corresponding CTS No.74 & 78 and Survey No. 60/5 corresponding CTS No.80.
- (xiii) By an Agreement for Sale dated 30th April, 1984, the said Elfrieda D'Almeida and others granted development rights of the said Third Property which includes Lease and ultimately agreed to sell, to M/s. Gufic Laboratories for the consideration and on

the terms and conditions contained therein. The said transaction was recorded under in Mutation Entry No. 572 dated 22<sup>nd</sup> August, 1989, pursuant to Order No.RTS/KAVI/473/88 dated 21/08/1989 passed on an Application made by M/s Gufic Laboratories. thereupon, the name of M/s. Gufic Laboratories was recorded in the other rights column of the 7/12 extract of the said Third Property.

- (xiv) By an Indenture of Lease dated 30th April, 1984 (registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No.2304 of 1984) executed between 1) Elfreda D'Almeida, 2) Nymphia Correa, 3) Yucca Bocarro, 4) Celsia Buccaro and 5) Norrysa Wassoodew, therein referred to as the "Lessors" of the One Part and M/s. Gufic Laboratories, therein referred to as the "Lessees" of the Other Part, the said Lessors inter alia demised unto the Lessees, the said Third Property for a period of 9 years for the rent and on the terms, covenants and conditions stated therein. The said Indenture of Lease also provides for grant of development rights in respect of the said Third Property together with right to purchase the reversionary interest in demised premises. Pursuant thereto, the Lessors handed over physical possession of the said Third Property to the Lessees.
- (xv) Simultaneously, by an Irrevocable Power of Attorney (registered with the office of the Sub-Registrar of Assurance at Bandra under Serial No.359 of 1984 on 1st June, 1984) executed by the said Elfreda D'Almeida and Others appointed the Partners of Gufic Laboratories as their true and lawful attorneys with powers and authorities to do and carry out all acts, deeds, matters and things in connection with the said Third Property. The said Power of Attorney inter alia confers power to execute and register conveyance on behalf of the Lessors. The said Power of Attorney is valid and subsisting and has not been cancelled and revoked by the said executants till date.
- (xvi) By Deed of Conveyance dated 7th May, 1984, the said Elfreda D'Almeida and Others inter alia conveyed, assigned and transferred to and unto M/s. Gufic Laboratories the said Third Property for the consideration and the covenants mentioned therein. However the said Conveyance remained to be registered with the concerned sub-registry office at that time.
- (xvii) By a Declaration dated 25th April 2008 (registered with the office of the Sub Registrar of Assurances at Bandra under Serial No. BDR1-04324 of 2008 on 26th April,2008), M/s. Gufic



Laboratories inter alia declared that the stamp duty payable on the aforesaid Deed of Conveyance dated 7th May, 1984 has been duly paid in the Office of Collector of Stamps (Andheri), M.M.R.D.A Building, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, under case No. ADJ/A/735/2008 and that the declaration has been executed for effective transfer of the said Third Property. The said declaration further recorded that M/s Gufic Laboratories had paid entire consideration on execution of the said Deed of Conveyance and as such put into possession of the same by the said Elfreda D'Almeida and Others.

7. In the premises aforesaid, Gufic Laboratories (sole Proprietor Gufic Private Limited) is entitled to the said Second and Third Property as an absolute Owner thereof.
8. By a Deed of Dissolution dated 2nd December, 1985, executed between (1) Shri. Pannalal Sunderlal Choksi, therein referred to as the party of the First Part, (2.) Shri. Jayesh Pannalal Choksi therein referred to as the party of the Second Part, and (3.) Gufic Private Limited, therein referred to as the party of the Third Part, it was inter alia agreed and recorded that the said Second and Third Property was allocated and taken over by Gufic Private Limited in lieu of their share in the said Partnership Firm and its assets pursuant to the Award dated 29th November, 1985 passed by Sole Arbitrator Mr. A.M.Shah.
9. Prior to 2002, the Gufic Private Limited was known as Gufic Limited and a Certificate of Incorporation dated 27th March, 1971 was issued by the Registrar of Companies, Gujrat State, Ahmedabad. Subsequently Gufic Limited became a Private Limited Company with effect from 25th October, 2002 and the Certificate of Incorporation dated 27th March, 1971 was modified to that effect.
10. By and under Agreement for Sale dated 10th September, 2009, executed and registered under No. BDR-1/8950/2009 with the Sub-Registrar of Assurances at Andheri on 10th September, 2009 between Mathew Sebastian Misquitta, and 6 Ors by and through their Constituted Attorney Mr Jayesh Choksi therein referred to as First Owners of the Property A of First Part and Elfreda D'Almeida and 4 Ors. by and through their Constituted Attorney Mr Jayesh Choksi therein referred to as the First Owners of the Property B of Second Part, Gufic Private Limited, therein referred to as "Gufic" as Party of the Third Part and Lodha Impression Real Estate Private Limited, as Purchaser of the Fourth Part, whereby the said Owners and Gufic agreed to sell, transfer, convey, grant, assign and assure in favour of Purchaser and Purchasers agreed to acquire and purchase from the

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Owners and Gufic, their respective Second and Third Property as described in First and Second Schedule thereunder which includes the said Second and Third Property herein including all right, title and interest therein and incidental thereto for consideration and on the terms and condition therein. On the execution thereof, the respective Owners and Gufic has put Lodha Impression Real Estate Private Limited in total charge and control of their respective the said Second and Third Property, subject to the Encroachments and Claims as referred thereto.

11. Pursuant thereto Gufic Private Limited has executed an Irrevocable Power of Attorney of even date (registered with the office of the Sub-Registrar of Assurances at Bandra) in favour of the Directors and their nominees of Lodha Impression Real Estate Private Limited, thereby authorizing them to do and perform various acts, deeds, matters and things in respect of the said Third and Fourth Property.
12. Thereafter, by Deed of Rectification dated 18th April, 2011 executed amongst 1) Mathew Sebastian Misquitta, 2) Allan Mathew Misquitta, 3) Bassanio Mathew Misquitta, 4) Caesar Mathew Misquitta, 5) Desmond Mathew Misquitta, 6) Edward Mathew Misquitta and 7) Fabian Mathew Misquitta (Owner of Property "A") of the First Part, 1) Elfreda D'Almeida, 2) Nymphia Correa, 3) Yucca Bocarro, 4) Celsia Bocarro, 5) Norysca Wassoodew (Owner of Property "B") of the Second Part, Gufic Private Limited of the Third Part and Lodha Impression Real Estate Private Limited of the Fourth Part, the Parties thereto rectified Agreement for Sale dated 10th September 2009 executed between them by inclusion of property bearing CTS Number 75/1 to 14 along with CTS No. 75 and schedules thereof.
13. By a Deed of Conveyance dated 2nd May, 2013 (registered with the office of the Sub-Registrar of Assurances at Andheri-3 under Serial No.BDR-4-3331/2013) Gufic Private Limited sold and conveyed the said Second and Third Property in favour of Lodha Impression Real Estate Private Limited for the valuable consideration and on the terms, covenants and conditions stated therein.
14. In the premises aforesaid, by virtue of the said Deed of Conveyance dated 2nd May, 2013, Lodha Impression Real Estate Private Limited is entitled to the said Second and Third Property as an absolute owner thereof.



15. **Flow of title of Property bearing Survey No. 59/11, CTS No. 67/1 (Fourth Property):**

- (i) As per Mutation Entry No. 58 dated 17<sup>th</sup> May, 1937, by a registered Partition Deed dated 6<sup>th</sup> February, 1937 (registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No.165) executed between Manuel Francis D'mello and Paul Vincent D'mello, the said Fourth Property (more particularly described in the Fourth Schedule hereunder written) came to the share of Paul Vincent D'mello.
- (ii) As per Mutation Entry No.93 dated 1<sup>st</sup> January, 1943, on death of Paul Vincent D'mello on 8<sup>th</sup> May, 1941, the names of his legal heirs 1) Rosabai Laudin D'mello (wife), 2) Kenneth D'mello (son) and 3) Vellie D'mello (daughter) were entered on the 7/12 extract in respect of the said Fourth Property.
- (iii) As per Mutation Entry No. 125 dated 6<sup>th</sup> August 1949, pursuant to the Order No. TENAGR29 dated 20<sup>th</sup> May 1958 issued by concerned authority, the name of Navsha Mariya was entered as tenant in other rights column of the 7/12 extract in respect of the said Fourth Property.
- (iv) As per Mutation Entry No.264 dated 13<sup>th</sup> September, 1961, it is recorded that the said Fourth Property belongs to Rosabai D'mello and as the said Fourth Property was being cultivated by Rosabai D'mello (Kabjedar) herself, the name of the said tenant came to be deleted.
- (v) As per Mutation Entry No.523 dated 7<sup>th</sup> November, 1974, the names of 1) Rosabai Laudin D'mello and 2) Kenneth D'mello were entered as Kabjedar in respect of the said Fourth Property. On death of Rosabai Laudin D'mello on 30<sup>th</sup> August, 1971 and Kenneth D'mello on 4<sup>th</sup> February, 1972, names of their legal heirs viz. 1) Vellie D'mello (daughter of Rosabai Laudin D'mello and sister of Kenneth D'mello) and 2) Rosy Kenneth D'mello (wife of Kenneth D'mello) were entered on 7/12 extract in respect of the said Fourth Property thereby deleting the names of the deceased Kabjedars.
- (vi) By Deed of Release dated 30<sup>th</sup> January, 1984 (registered with the office of Sub Registrar of Assurances under Serial No.S-406/84) Rosy Kenneth D'mello released and relinquished all her rights, title and interest in the said Fourth Property in favour of

Vellie D'Mello. In the circumstances and the events that had happened, Vellie D'mello became the sole owner of the said Fourth Property.

- (vii) By and under Deed of Conveyance dated 26<sup>th</sup> February, 2009 (registered with the office of Sub Registrar of Assurance at Andheri under Serial No. BDR-1/1729/2009 on 26th February, 2009) executed between Vellie D'mello as "Seller" of the One Part and Lodha Impression Real Estate Private Limited as "Purchaser" of the Second Part, the said Seller sold, conveyed transferred and assured to the said Purchaser, the said Fourth Property admeasuring 505.85 sq. meters or thereabouts for valuable consideration and on terms, covenants and conditions stated therein.
  - (viii) By Power of Attorney dated 26<sup>th</sup> February, 2009 (registered with the office of Sub-Registrar of Assurances at Andheri under serial No. BDR-1/1730/2009 on 26<sup>th</sup> February, 2009) executed by the said Vellie D'mello in favour of Shri. Mangal Prabhat Lodha, Director of Lodha Impression Real Estate Private Limited, said Mangal Prabhat Lodha was authorized to deal with and develop the said Fourth Property and to do other acts, deeds, matters and things in respect of the said Fourth Property.
  - (ix) As per the Revenue Records viz. 7/12 extract and Property Card, the area of the said Fourth Property is recorded as 423.90 sq. meters.
16. In the premises aforesaid, Lodha Impression Real Estate Private Limited, pursuant to the Conveyance Deed dated 26th February, 2009 executed by Vellie D'mello, is entitled to the said Fourth Property as an absolute owner thereof.
17. Comprehensively, Lodha Impression Real Estate Private Limited have development rights to the said First Property as a Developer and entitled to the said Second Property, the Third Property and Fourth Property as a Owner thereof and ~~the~~ develop the same. *dh*
18. It is to be noted that on application of City Survey system, the Enquiry Officer appointed under the Land Revenue Code has assigned City Survey Numbers as follows : *dh*

| Survey Number | Hissa Number | C.T.S Number | Area in Sq.mtrs |
|---------------|--------------|--------------|-----------------|
| 59            | 8            | 67           | 9407.40         |
| 59            | 11           | 67/1         | 423.90          |
| 60            | 1            | 75           | 4603.15         |
| 60            | 2            | 74 & 78      | 4830.89         |
| 60            | 5            | 80           | 780.80          |

19. I have caused searches to be taken in the Office of Sub-Registrar in respect of the said Property more particularly described in First and Second Schedule hereunder written. However, on perusal of the various documents that are available with the Sub-Registrar my observation is as follows :-

- (i) The Kami Jasta Patra in relation to the aforesaid Properties indicates the following New City Survey Numbers have been allotted to the aforesaid Properties. However, Kami Jasta Utara does not clarify as to which survey number correspond to new city survey number. The following chart enumerates new survey Number and corresponding city survey number :-

| Survey Number | Hissa Number | C.T.S Number |
|---------------|--------------|--------------|
| 59            | 8            | 67           |
| 59            | 11           | 67/1         |
| 60            | 1            | 75           |
| 60            | 2            | 74 & 78      |
| 60            | 5            | 80           |

- (ii) As per 7/12 extract of the Property bearing Survey No. 60/2, 60/5 and 6/12 extract i.e. Mutation Entries mentioned therein under Mutation Entry No.620 the name of Gufic Laboratories Private Limited through its Partner Jayesh Pannal Chokshi was entered in Kabjedar column.
- (iii) As per 7/12 extract of the Property bearing Survey No. 60/1 and 6/12 extract i.e. Mutation Entries mentioned therein under Mutation Entry No.624 the name of Gufic Laboratories Private Limited through its Partner Jayesh Pannal Chokshi was entered in Kabjedar column.

- (iv) I have obtained Property Card in respect of the aforesaid Property which records the area as per following table :-

| C.T.S<br>Number | Area in<br>Sq.mtrs |
|-----------------|--------------------|
| 67              | 11432.0            |
| 67/1            | 423.9              |
| 75              | 4972.7             |
| 74 & 78         | 5447.2             |
| 80              | 780.8              |
| Total           | 23,056.60          |

- (v) The total area of the Properties as per the Property card is 23,056.60 sq.mts. However area of the said Property as per the document is 20,283.12 sq.mts. In any event area under development as per the sanctioned plan is 17,541.02 sq.mts.
20. On perusal of the documents and the Property card in relation thereto, I am not able to reconcile the area of aforesaid City Survey Number with area specified in the documents. In any event, the area of the Property Card is considered to carry out development.
21. There are certain legal proceedings taken out for and against Gufic Laboratories Limited by certain person/s who claim to be protected tenant/s including Allan Misquitta and Others in respect of the said Third Property, the details of which are as follows :
- a) Suit No. 1313 of 2011 has been filed before the Bombay High Court by one Allan Misquitta & Ors. (the "Plaintiffs") against M./s Gufic Laboratories and Others (the "Defendants") inter alia seeking certain declarations as regards Agreements/ Documents and also for injunction as regards portion of the said Third Property. The matter is currently pending. However there is no interim or ad-interim relief which affect the development of the said Third Property.
- b) Writ petition No.2201 of 2011 is filed before the Bombay High Court by Kanti Manchu Patel and Others (the "Petitioners") as well as another Writ Petition No. 4124 of 2011 is filed by Bharat Kushal Patel and Others (Petitioners) against State of Maharashtra and Others (the "Respondents") in respect of said Fourth Property against the order dated 4th November, 2010 passed by the Hon'ble State Minister for Revenue Department in RTS Revision No. 2710/P.K624/L-6, where by the Hon'ble Minister dismissed the revision filed by the Petitioner and others

and thereby confirmed the order and judgment passed by the Additional Commissioner Kokan Division, Mumbai in Appeal/DESK/RTS/REV/24/08 dated 24<sup>th</sup> September 2009. The Petitioners have inter alia prayed that the impugned order dated 4th November 2010 be quashed and set aside. The matter is currently pending.

- c) In City Civil Court Dindoshi, Suit Nos. (i) S.C. Suit No.2039/2012 filed by Ranjana Rupasari against Lodha Impression Real Estate Private Limited for specific relief that she should not be dispossessed without following due process of law from the structure in her possession, (ii) S.C. Suits Nos.1238/1239 of 2012 filed by Govind Naik and another against MCGM and another (iii) Suit Nos.1188/1189 of 2012 filed by Shankar Bhimsingh and another against MCGM. Suit Nos. mentioned under (ii) and (iii) above are against the Notice issued by MCGM under section 488 of BMC Act 1888 for removal of illegal and unauthorized structure.
- d) RTS Appeal Nos.43 and 44 of 2013 have been filed before Sub-Divisional Officer, Bandra by Arvind Mansukh Patel against Gufic Private Limited and Others in respect of said Fourth Property bearing Survey No.60/2 and 60/5 thereby challenging Mutation Entry No.642 and 643. The matter is pending for orders.
- e) Revision Application No.102/2014 has been filed by Kanti Manchu Patel against Gufic Lab, before Maharashtra Revenue Tribunal against the Order dated 28/01/2014 passed by the Sub-Divisional Officer Bandra in Tenancy Appeal No. DLN/TNC/4 of 2012. The said Application has been dismissed on 08/01/2015.
- f) Writ Petition No.8288/2014 filed by Gufic Private Limited against Allan Mathew Misquitta and Others before the Hon'ble High Court, Bombay challenging Order dated 27<sup>th</sup> March 2014 passed by City Civil Court, Dindoshi in Suit No.3335 of 1986 dismissing Chamber Summons for deletion / transposing name of Allan Misquitta. The said Suit and Writ has no implication in the captioned Properties.
- g) Lodha Impression Real Estate Private Limited filed a Civil Revision Application No. 241 of 2010 before Hon'ble High Court, Bombay for obtaining decree in terms of the Consent Terms dated 16<sup>th</sup> December 2009 arrived at and filed in the City Civil Court and the same is pending. However the said proceedings have no relevance in respect of the said Properties.
- h) It is represented that there is no adverse Order passed by any of

the Courts which will prevent the development on the said Property and deal with the constructed premises thereon.

- i) I am of opinion that unless the Plaintiffs/Petitioners in the said litigations establish in the Courts by leading cogent and material evidence, the maintainability of the said litigations and reliefs sought for are questionable.
- 22. Nevertheless, in over all view of the matter, I observed that the said litigations are not affecting the said Property under development.
- 23. In the premises, Lodha Impression Real Estate Private Limited have envisaged consolidated scheme of Development on the Captioned Property by Project known as "ETERNIS". Accordingly, the lay out / building plans were prepared and submitted as also obtained sanction from Municipal Corporation of Greater Mumbai was obtained for development of the captioned Property.
- 24. Lodha Impression Real Estate Private Limited has already completed the development of first phase on the portion of the captioned Property and now proposing to commence second phase of development on another portion of the captioned Property as per the sanctioned plan.
- 25. Lodha Impression Real Estate Private Limited has taken credit facilities from LIC Housing Finance Limited under the trusteeship of IDBI Trusteeship Services Limited on the security of the said captioned land by and under registered Mortgage Deed dated 12/09/2013 registered under No.BDR-4-6702/2013.
- 26. On the basis of the findings included in this Report as well as representations and subject to what is stated hereinabove, I am of opinion that by virtue of the above referred documents viz. Agreement for Sale dated 10/09/2009, Powers of Attorney, Deed of Conveyance dated 02/05/2013 and Deed of Conveyance dated 26/02/2009, Lodha Impression Real Estate Private Limited is entitled to the Second, Third and Fourth Property as Owner thereof and have development rights in respect of the First Property and as such entitled to carry out development on the same in accordance with the sanctioned layout building plans, design and specifications by Municipal Corporation.



**Pradip Garach**

*Advocate*

High Court, Bombay

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**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of First Property)

All that piece or parcel of land admeasuring 9407.40 sq. meters or thereabouts and bearing Survey No.59, Hissa No.8 and bearing corresponding C.T.S. No. 67 situate, lying and being at Village Mulgaon, Taluka Andheri, Mumbai.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Description of Second Property)

ALL THAT piece and parcel of lands bearing Survey 60/1 and Corresponding CTS No. 75, 75/1 to 14 admeasuring 4603.15 sq. meters lying, being and situate at village Mulgaon, Taluka Andheri in Mumbai Suburban District.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Description of Third Property)

ALL THAT piece and parcel of lands bearing Survey 60/2 Corresponding CTS No. 74 & 78 admeasuring 4830.89 sq.mts and Survey No. 60/5 and Corresponding CTS No. 80 admeasuring 780.80 sq. meters (as per Property Card) and area admeasuring 953.83 (as per document) lying, being and situate at village Mulgaon, Taluka Andheri in Mumbai Suburban District.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**(Description of Fourth Property)**

ALL THAT piece and parcel of lands bearing Survey 59/11 Corresponding CTS No. 67/1 admeasuring 423.90 sq. meters lying, being and situate at village Mulgaon, Taluka Andheri in Mumbai Suburban District.

Dated this <sup>19<sup>th</sup></sup> day of March, 2015.



(Pradip Garach)  
Advocate High Court, Bombay