

- 6.17 In the aforesaid conveyance, the lands were not identified by Survey No.s though the land is duly demarcated on the plan annexed thereto. On the superimposition of the plan (as annexed in the aforesaid conveyance and the survey plan), the Architect Certificate has duly certified that the land which is the subject matter of this conveyance is part of Survey No. 23 Hissa No. 7.
- 6.18 The 7/12 extract of the Survey Number 23 Hissa Number 7 records the name of Chimanlal Zaveri as the holder thereof. The same is not updated to bring the name of the said Firm and/or the Company.
- 6.19 As per the Architect Certificate, Survey Number 23 Hissa No. 7 (part) and 23 Hissa No. 8 of Village Malad corresponds to and form part of CTS No. 728, 740, 740/1 and 740/2. The name of the Company is recorded as holder in the Property Register Card. The reconciliation form (Kami Jasti Patrak being Form 8) for the Survey Number 23 Hissa No. 7 (part) Village Malad is informed to us to be torn and not available.
- 6.20 By and under an Indenture of Conveyance dated 16th April, 1959 registered with the Sub Registrar of Assurances under Serial No. BND-721 of 1959 executed by and between Bhailalbhaj Jhaveribhai Patel (therein referred to as the Vendor of the one part) and (1) Lalubhai Makanji Patel, (2) BJ Patel, (3) Dahyabhai Chhibhai Mistry, (4) Pravinbhai Ishwarbhai Patel, (5) Mohanbhai Dharamshiv Shah of Mombasa, and (6) Shrimati Pushpaben Motibhai Patel being the then partners of the said Firm (therein referred to as the Purchasers of the other part), the Vendor therein conveyed in favour of the Purchasers therein all that piece and parcel of land admeasuring 397 square yards equivalent to 331.8 square metres bearing Survey No. 60 Plot No. 2 situate at, Village Valnai Marve Road, Malad, Taluka Borivali for the consideration more particularly recorded therein.
- 6.21 The 7/12 extract is with respect to Survey Number 60 (Part) and not specifically Survey Number 60 Plot No. 2. Survey Number 60 (Part) stands in the name of the Company. The Architect Certificate has duly certified that (a) the land forming part of the aforesaid conveyance dated 16th April, 1959 corresponds to Survey Number 60 (part) of Village Valnai and (b) the Survey Number 60 (part) Hissa No. 2 of Village Valnai corresponds to CTS No. 590. The Property Register reflects the name of the Company as the holder thereof.
- 6.22 By and under an Indenture of Conveyance dated 16th June, 1959 registered with the Sub Registrar of Assurances under Serial No. BND-1072 of 1959 ("**1959 Conveyance**") executed by and between Motibhai Naranbhai Patel therein referred to as "the Vendor of the one part" and (1) Lalubhai Makanji Patel, (2) BJ Patel, (3) Dahyabhai Chhibhai Mistry, (4) Pravinbhai Ishwarbhai Patel, (5) Mohanlal Dharamshiv Shah of Mombasa, and (6) Pushpaben Motibhai Patel all being the then partners of said Firm therein referred to as "the Purchasers of the other part", the Vendor therein conveyed unto the Purchasers therein all those piece and parcel of land bearing Survey No. 17 Hissa No. 1 (part A) admeasuring 2670 square yards (equivalent to 2307.3 square metres), Survey No. 17 Hissa No. 2 (part B) admeasuring 4081 square yards (equivalent to 3411.7 square metres), Survey No. 17 Hissa No. 4 (part A) (equivalent to 711.4 square metres) admeasuring 851 square yards, Survey No. 17 Hissa No. 6 (part B) admeasuring 243 square yards (equivalent to 203.1 square metres), Survey No. 17 Hissa No. 8 (part A) admeasuring 2117.50 square yards (equivalent to 1770.23 square metres), Survey No. 21 Hissa No. 4 (part A) admeasuring 630 square yards (equivalent to 526.6 square metres), Survey No. 21 Hissa No. 8 (part A) admeasuring 2101.50 square yards (equivalent to 1756.8 square metres), Survey No. 22 Hissa No. 4
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admeasuring 363 square yards (equivalent to 303.4 square metres) and Survey No. 62 Hissa No. 1C admeasuring 446 square yards (equivalent to 372.8 square metres) admeasuring in aggregate 13,503 square yards equivalent to 11,288.5 square meters situate at Village Valnai, Marve Road, Malad, Taluka Borivali for the consideration more particularly recorded therein.

- 6.23 7/12 extract is with respect to Survey Number 17 Hissa No. 1 (Part) and not specifically Survey Number 17 Hissa No. 1 (Part A). Survey Number 17 Hissa No. 1 (Part) stands in the name of Hiten Chandrakant Patel (in his capacity as an executor). 7/12 extract was not updated to mutate the name of the Company. However, Mutation Entry 589 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.24 As per the reconciliation form (Kamti Jasti Patrak being Form 8) and also the Architect Certificate, Survey Number 17 Hissa No. 1 (Part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.25 7/12 extract is with respect to Survey Number 17 Hissa No. 2 (Part) and not specifically Survey Number 17 Hissa No. 2 (Part B). Survey Number 17 Hissa No. 2 (Part) stands in the name of the Company. However, Mutation Entry 589 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.26 As per the reconciliation form (Kamti Jasti Patrak being Form 8) and also the Architect Certificate, Survey Number 17 Hissa No. 2 (Part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.27 7/12 extract is with respect to Survey Number 17 Hissa No. 4 (Part) and not specifically Survey Number 17 Hissa No. 4 (Part A). Survey Number 17 Hissa No. 4 (Part) stands in the name of the Company. However, Mutation Entry 589 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.28 The other rights column in the 7/12 extracts pertaining to Survey No. 17 Hissa No. 4 (p) reflects the name of one, Nathmal Waghmal. The same refers to him as a mortgagee. However, the Indenture of Conveyance dated 15th February, 1958 (being the title instrument whereby the vendors have purchased this land) recites that the predecessor in title had mortgaged the properties under reference in the Indenture of Conveyance dated 15th February, 1958 along with other properties to one Mr. Nathmal Waghmal for a sum of Rs.1500/- only under an Indenture dated 13th January 1937. It further records that one Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 27th January, 1958) paid off the entire mortgage money to Nathmal Waghmal on 8th January 1938 in complete discharge of his debt. Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 15th February, 1958) has confirmed the sale of the properties under reference in the said Indenture of Conveyance without claiming any interest against the partners of the said Firm.
- 6.29 The 7/12 extract pertaining to Survey No. 17 Hissa No. 4 (p) records the name of 'Kavya Dubya' in the other rights column and there is a remark herein stating that the entry is subject to section 36-A of the Maharashtra Land Revenue Code passed as per Taluka Order dated 17th January 2002 bearing number TAH/BORI/Land/KV-80/02. However, by and under the

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various proceedings as detailed in paragraph I to the Annexure "C" hereto, the name of the legal heirs of 'Kavya Dublya' as recorded in the 7/12 extracts pertaining to Survey No. 17 Hissa No. 4 (p), have been ordered to be deleted.

- 6.30 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey Number 17 Hissa No. 4 (Part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.31 7/12 extract is with respect to Survey Number 17 Hissa No. 6 (Part) and not specifically Survey Number 17 Hissa No. 6 (Part B). Survey Number 17 Hissa No. 6 (Part) stands in the name of the Company. However, Mutuation Entry 589 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.32 The other rights column in the 7/12 extracts pertaining to Survey Number 17 Hissa No. 6 (Part) reflects the name of one, Nathmal Waghmal. The same refers to him as a mortgagee. However, the Indenture of Conveyance dated 15th February, 1958 (being the title instrument whereby the vendors have purchased this land) recites that the predecessor in title had mortgaged the properties under reference in the Indenture of Conveyance dated 15th February, 1958 along with other properties to one Mr. Nathmal Waghmal for a sum of Rs.1500/- only under an Indenture dated 13th January 1937. It further records that one Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 27th January, 1958) paid off the entire mortgage money to Nathmal Waghmal on 8th January 1938 in complete discharge of his debt. Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 15th February, 1958) has confirmed the sale of the properties under reference in the said Indenture of Conveyance without claiming any interest against the partners of the said Firm.
- 6.33 The 7/12 extract pertaining to Survey No. 17 Hissa No. 6 (part) records the name of 'Manjula Babu Ghodi & 9 others' in the other rights column and there is a remark herein stating that the entry is subject to section 36-A of the Maharashtra Land Revenue Code passed as per Taluka Order dated 17th January 2002 bearing number TAH/BORI/Land/KV-40/02. However, by and under the various proceedings as detailed in paragraphs I to the Annexure "C" hereto, the name of 'Manjula Babu Ghodi & 9' others as recorded in the 7/12 extracts pertaining to Survey No. 17 Hissa No. 6 (part), have been ordered to be deleted.
- 6.34 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey Number 17 Hissa No. 6 (Part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.35 7/12 extract is with respect to Survey Number 17 Hissa No. 8 and not specifically Survey Number 17 Hissa No. 8 (Part A). Survey Number 17 Hissa No. 8 stands in the name of the Company. However, Mutuation Entry 589 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.36 The other rights column in the 7/12 extracts pertaining to Survey Number 17 Hissa No. 8 (Part) reflects the name of one, Nathmal Waghmal. The same refers to him as a mortgagee. However, the Indenture of Conveyance dated 15th February, 1958 (being the title instrument whereby the vendors have purchased this land) recites that the predecessor in title had mortgaged the properties under reference in the Indenture of

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Conveyance dated 15th February, 1958 along with other properties to one Mr. Nathmal Waghmal for a sum of Rs.1500/- only under an Indenture dated 13th January 1937. It further records that one Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 27th January, 1958) paid off the entire mortgage money to Nathmal Waghmal on 8th January 1938 in complete discharge of his debt. Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 15th February, 1958) has confirmed the sale of the properties under reference in the said Indenture of Conveyance without claiming any interest against the partners of the said Firm.

- 6.37 The 7/12 extract pertaining to Survey No. 17 Hissa No. 8 (part) records the name of 'Kavya Dubya' in the other rights column and there is a remark herein stating that the entry is subject to section 36-A of the Maharashtra Land Revenue Code passed as per Taluka Order dated 17th January 2002 bearing number TAH/BORI/Land/KV-80/02. However, by and under the various proceedings as detailed in paragraph I to the Annexure "C" hereto, the name of the legal heirs of 'Kavya Dublya' as recorded in the 7/12 extracts pertaining to Survey No. 17 Hissa No. 8 (part), have been ordered to be deleted.
- 6.38 As per the reconciliation form (Kamti Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 17 Hissa No. 8 (Part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.39 7/12 extract is with respect to Survey No. 21 Hissa No. 4 (Part) and not specifically Survey No. 21 Hissa No. 4 (Part A). Survey No. 21 Hissa No. 4 (Part) stands in the name of Hiten Chandrakant Patel (in his capacity as an executor). 7/12 extract were not updated to mutate the name of the Company. However, Mutation Entry 589 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.40 As per the reconciliation form (Kamti Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. Survey No. 21 Hissa No. 4 (part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.41 The 7/12 extract pertaining to Survey No. 21 Hissa No. 4 (part) records the name of "Manuel Eugene" in the other rights column as protected tenant. We have been informed by the Company that pursuant to the 1959 Conveyance, the Company is in absolute possession of the land under reference bearing Survey No. 21 Hissa No. 4 (Part) in 1959 Conveyance. By and under notification dated 29th March 1957 issued by the Government of Maharashtra under clause (b) of Section 88 of the Bombay Tenancy and Agricultural Lands Act, 1948, the Village Valnai is reserved for non-agricultural and industrial development and therefore the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 is not applicable. Though, the 7/12 extract was required to be updated to delete the name of "Manuel Eugene" in the other rights column as protected tenant, the Property Register Card has not further carried the name of "Manuel Eugene" as a tenant.
- 6.42 7/12 extract is with respect to Survey No. 21 Hissa No. 8 (part) and not specifically Survey No. 21 Hissa No. 8 (Part A). Survey No. 21 Hissa No. 8 (part) stands in the name of the Company. However, Mutation Entry 589 which *inter-alia* pertains to this Survey Number (but not reflected in the 7/12 extract), records the transaction pertaining to the conveyance of the land to the Company.

- 6.43 The other rights column in the 7/12 extracts pertaining to Survey Number 21 Hissa No. 8 (Part) reflects the name of one, Nathmal Waghmal. The same refers to him as a mortgagee. However, the Indenture of Conveyance dated 15th February, 1958 (being the title instrument whereby the vendors have purchased this land) recites that the predecessor in title had mortgaged the properties under reference in the Indenture of Conveyance dated 15th February, 1958 along with other properties to one Mr. Nathmal Waghmal for a sum of Rs.1500/- only under an Indenture dated 13th January 1937. It further records that one Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 27th January, 1958) paid off the entire mortgage money to Nathmal Waghmal on 8th January 1938 in complete discharge of his debt. Mr. Peter Lawrence D'Souza (being the Confirming Party in the said Indenture dated 15th February, 1958) has confirmed the sale of the properties under reference in the said Indenture of Conveyance without claiming any interest against the purchasers therein.
- 6.44 The 7/12 extract pertaining to Survey No. 21 Hissa No. 8 (part) records the name of 'Kavya Dubya' in the other rights column and there is a remark herein stating that the entry is subject to section 36-A of the Maharashtra Land Revenue Code passed as per Taluka Order dated 17th January 2002 bearing number TAH/BORI/Land/KV-80/02. However, by and under the various proceedings as detailed in paragraph I to the Annexure "C" hereto, the name of the legal heirs of 'Kavya Dubya' as recorded in the 7/12 extracts pertaining to Survey No. 17 Hissa No. 8 (part), have been ordered to be deleted.
- 6.45 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey Number Survey No. 21 Hissa No. 8 (part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.46 7/12 extract with respect to Survey No. 22 Hissa No. 4 stands in the name of the Company and it records Mutation Entry 589 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.47 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 22 Hissa No. 4 corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.48 The 7/12 extract pertaining to Survey No. 22 Hissa No. 4 records the name of "Manuel Eugene" in the other rights column as protected tenant. We have been informed by the Company that pursuant to the 1959 Conveyance, the Company is in absolute possession of the land under reference bearing Survey Number 22 Hissa No. 4 in 1959 Conveyance. The 7/12 extract is required to be updated to delete the name of "Manuel Eugene" in the other rights column as protected tenant. As stated above, the Property Register Card does not reflect the name of "Manuel Eugene".
- 6.49 7/12 extract is with respect to Survey No. 62 Hissa No. 1 (Part) and not specifically Survey No. 62 Hissa No. 1 (Part C). Survey No. 62 Hissa No. 1 (part) stands in the name of the Company. However, Mutation Entry 589 which *inter-alia* pertains to this Survey Number (but not reflected in the 7/12 extract), records the transaction pertaining to the conveyance of the land to the Company.
- 6.50 The other rights column in the 7/12 extracts pertaining to Survey No. 62 Hissa No. 1 (Part) reflects the name of one, Nathmal Waghmal. The same refers to him as a mortgagee. However, the Indenture of Conveyance
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