

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.

- 6.51 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 62 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.
- 6.52 By and under an Indenture of Conveyance dated 25th August, 1959 registered with the Sub Registrar of Assurances under Serial No. BND-1484 executed by and between Louis Salvadore D'Mello 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, (6) Jaywant J Desai and (7) Pushpaben Motibhai Patel all being the partners of said Firm therein referred to as "the Purchasers of the other part", the Vendor therein conveyed unto the Purchasers therein all that piece and parcel of land admeasuring 111 square yards equivalent to 92.7 square meters bearing Survey No. 22 Hissa No. 7 (Part B) situate at, Village Valnai, Marve Road, Malad, Taluka Borivali for the consideration more particularly recorded therein.
- 6.53 The 7/12 extract is with respect to Survey No. 22 Hissa No. 7 A and not specifically Survey No. 22 Hissa No. 7 (Part B). Mutation Entry No. 860 reflected in the 7/12 extract refers to the aforesaid Indenture dated 25th August, 1959. Survey No. 22 Hissa No. 7A stands in the name of the Company.
- 6.54 We have not come across reconciliation form (Kami Jasti Patrak being Form 8) for Survey No. 22 Hissa No. 7 A. However, as per Architect Certificate, Survey No. 22 Hissa No. 7 A corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.55 By and under an Indenture of Conveyance dated 17th November, 1959 registered with the Sub Registrar of Assurances under Serial No. BND-1979 of 1959 executed by and between Felix Francis Perreira 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, (6) Jaywant J Desai and (7) Pushpaben Motibhai Patel all being the partners of said Firm therein referred to as "the Purchasers of the other part", the Vendor therein conveyed unto the Purchasers therein all that piece and parcel of land admeasuring 525 square yards equivalent to 438.9 square meters bearing Survey No. 22 Hissa No. 8 (Part A) situate at Village Valnai, Marve Road, Malad, Taluka Borivali for the consideration more particularly recorded therein.
- 6.56 The 7/12 extract is with respect to Survey No. 22 Hissa No. 8 (Part) and not specifically Survey No. 22 Hissa No. 8 (Part A). Survey No. 22 Hissa

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No. 8 (Part) stands in the name of the Company. Mutation Entry No. 1140 reflected in the 7/12 extract refers to the aforesaid Indenture dated 17th November, 1959.

- 6.57 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 22 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.
- 6.58 By and under an Indenture of Conveyance dated 7th June, 1960 registered with the Sub Registrar of Assurances under Serial No. BND-1193 of 1960 executed by and between (1) Mrs. Philipbai Marvel Henriquis, (2) Louis Marvel Henriquis, (3) Cyril Marvel Henriquis, (4) Mrs. Rozi Francis, (5) Richard Marvel Henriquis, (6) Jerson Marvel Henriquis and (7) Donald Marvel Henriquis therein referred to as "the Vendors of the one part" and the Company therein referred to as "the Purchasers of the other part", the Vendors therein conveyed unto the Company all that piece and parcel of land admeasuring 1015 square yards equivalent to 877.8 square meters bearing Survey No. 22 Hissa No. 3 (Part A) situate at Village Valnai, Marve Road, Malad, Taluka Borivali for the consideration more particularly recorded therein.
- 6.59 7/12 extract is with respect to Survey No. 22 Hissa No. 3 (Part) and not specifically Survey No. 22 Hissa No. 3 (Part A). Survey No. 22 Hissa No. 3 (Part) stands in the name of Philipbai Marvel Hendricks as the holder thereof and has not been updated in the name of the Company. However, Mutation Entry 591 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.60 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 22 Hissa No. 3 (Part) corresponds to and forms part of CTS No. 590. The name of the Company is recorded as holder in the Property Register Card.
- 6.61 By and under an Indenture of Conveyance dated 2nd August, 1963 registered with the Sub Registrar of Assurances under Serial No. BND-1813 of 1963 executed by and between Babubhai Motibhai Patel therein referred to as "the Vendor" of the one part and American Spring and Pressing Works (Private) Limited therein referred to as "the Purchaser" of the other part Babubhai Motilal Patel conveyed unto the Company all that piece and parcel of land admeasuring 2200 square yards equivalent to 1839.2 square meters bearing Survey No. 23 Hissa No. 7 (part) and Hissa No. 8 (part) situate at Village Valnai, Marve Road, Malad, Taluka Borivali.
- 6.62 The 7/12 extract of the Survey No. 23 Hissa No. 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.
- 6.63 The 7/12 extract of the Survey No. 23 Hissa No. 8 records the name of Motibhai Narayanbhai Patel as the holder thereof. The same is not updated to bring the name of the said Firm and/or the Company.
- 6.64 As per the Architect Certificate, Survey No. 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 No. 23 Hissa No. 7 (part) and Survey No. 23 Hissa No. 8 (part) Village Malad is informed to us to be torn and not available.

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- 6.65 By and under an Indenture of Conveyance dated 23rd January, 1964 registered with the office of the Sub Registrar of Assurances under No. BND - 228 of 1964 executed by and between Motibhai Naranbhai Patel therein referred to as "the Vendor" of the one part and the Company therein referred to as "the Purchaser" of the other part, Motibhai Naranbhai Patel transferred in favour of the Company all that piece and parcel of land bearing Survey No. 17 Hissa No. 2 (Part D) admeasuring 906 square yards and Survey No. 61 Hissa No. 2 (Part) admeasuring 95 square yards, collectively admeasuring 1001 square yards equivalent to 863.86 square meters at Village Valnai, Marve Road, Malad, Taluka Borivali for the consideration more particularly recorded therein.
- 6.66 There is no specific 7/12 extract with respect to Survey No. 17 Hissa No. 2 (Part D). The Architect Certificate has duly certified that the land forming part of the aforesaid conveyance dated 23rd January, 1964 corresponds to Survey No. 17 Hissa No. 2 of Village Valnai and the Survey No. 17 Hissa No. 2 of Village Valnai corresponds to CTS Nos. 590. The Property Register reflects the name of the Company as the holder thereof.
- 6.67 7/12 extract is with respect to Survey Number 61 Hissa No. 2 and not specifically Survey No. 61 Hissa No. 2 (Part). The 7/12 extract with respect to Survey No. 61 Hissa No. 2 records 'Kharaba' in the holder column.
- 6.68 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 61 Hissa No. 2 (Part) corresponds to and forms part of CTS No. 556. Thereafter, CTS No. 556 has been subdivided into 556A and 556B. The Property Register card does not reflect the name of any holder and states that the land is an agricultural land. The name of the Company should be updated in the Property Register Card to reflect the Company as the holder thereof.
- 6.69 By and under an Indenture of Conveyance dated 2nd March, 1965 registered with the office of the Sub Registrar of Assurances under No. BND-467 of 1965 executed by and between Salsette Catholic Co-operative Housing Society therein referred to as "the Vendor" of the one part and the Company therein being "the Purchaser" of the other part, the Vendor therein transferred in favour of the Company all the piece and parcel of agricultural land admeasuring in aggregate 4598 square yards (equivalent to 3843.9 square meters) bearing Survey No. 22 Hissa No. 6 admeasuring 12 gunthas i.e. 1452 square yards (equivalent to 1213.8 square meters), Survey No. 21 Hissa No. 7 admeasuring 10 gunthas i.e. 1210 square yards (equivalent to 1011.5 square meters) and Survey No. 21 Hissa No. 5 admeasuring 16 gunthas i.e. 1936 square yards (equivalent to 1618.4 square meters) situate at Village Valnai, Marve Road, Malad, Taluka Borivali.
- 6.70 7/12 extract is with respect to Survey Number 22 Hissa No. 6 (Part) and not Survey Number 22 Hissa No. 6. Survey Number 22 Hissa No. 6 (Part) stands in the name of the Company. However, Mutation Entry 855 which *inter-alia* pertains to this Survey Number, records the transaction pertaining to the conveyance of the land to the Company.
- 6.71 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 22 Hissa No. 6 (Part) corresponds to and forms part of CTS No. 589. Thereafter CTS No. 589 has been subdivided into 589A and 589B. The Property Register card does not reflect the name of any holder and states that the land is an agricultural land. The name of the Company should be updated in the Property Register Card to reflect as the holder thereof.
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- 6.72 7/12 extract is with respect to Survey No. 21 Hissa No. 7 which stands in the name of the Company. However, Mutation Entry 855 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.
- 6.73 The other rights column in the 7/12 extract pertaining to Survey No. 21 Hissa No. 7, also reflect the name of one, 'Devala Marya' as a protected tenant 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. We have been informed by the Company that pursuant to the aforesaid Conveyance dated 2nd March, 1965, the Company is in absolute possession of the land under reference bearing Survey Number 21 Hissa No. 7 in the said 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 is required to be updated to delete the name of "Devala Marya" in the other rights column as protected tenant.
- 6.74 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 21 Hissa No. 7 corresponds to and forms part of CTS No. 563. The Property Register card does not reflect the name of any holder and states that the land is an agricultural land. The name of the Company should be updated in the Property Register Card to reflect the Company as the holder thereof.
- 6.75 7/12 extract is with respect to Survey No. 21 Hissa No. 5 which stands in the name of the Company. However, Mutation Entry 855 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.
- 6.76 As per the reconciliation form (Kami Jasti Patrak being Form 8) and also the Architect Certificate, Survey No. 21 Hissa No. 5 corresponds to and forms part of CTS No. 562. The Property Register card does not reflect the name of any holder and states that the land is an agricultural land. The name of the Company should be updated in the Property Register Card to reflect the Company as the holder thereof.
- 6.77 By and under an Indenture of Conveyance dated 17th January, 1969 registered with the office of the Sub Registrar of Assurances under Serial No. BND-116 of 1969 executed by and between Motibhai Narayanbhai Patel therein referred to as "the Vendor" of the one part and the Company therein referred to as "the Purchasers" of the other part, Motibhai Narayanbhai Patel conveyed to the Company all that piece and parcel of land bearing (i) Survey No. 21 Hissa No. 8 (Part B) admeasuring 10 square yards (equivalent to 8.36 square meters), (ii) Survey No. 22 Hissa No. 1 (part) admeasuring 62 square yards (equivalent to 51.84 square meters), (iii) Survey No. 22 Hissa No. 2 admeasuring 877 square yards (equivalent to 733.28 square meters), (iv) Survey No. 22 Hissa No. 3 (Part B) admeasuring 376 square yards (equivalent to 314.38 square meters) and (v) Survey No. 7 admeasuring 43 square yards (equivalent to 35.95 square meters) collectively admeasuring 1368 square yards equivalent to 1143 square meters lying, being and situate at Village Valnai, Marve Road, Malad, Taluka Borivali for the consideration more particularly recorded therein.
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- 6.78 7/12 extract is with respect to Survey Number 21 Hissa No. 8 (part) and not specifically Survey Number 21 Hissa No. 8 (Part B). The details of the Survey Number Hissa No. 8 (part) is duly stated at paragraph 6.42 and it stands in the name of the Company. However there is no mutation entry recording this conveyance.
- 6.79 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.
- 6.80 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 paragraphs 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.
- 6.81 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.
- 6.82 We have not been provided with 7/12 extract of Survey No. 22 Hissa No. 1 and Survey No. 22 Hissa No. 2. We have made applications under the Right to Information Act, 2005 to the concerned officer to provide us with copies of the 7/12 extract of Survey No. 22 Hissa No. 1 and Survey No. 22 Hissa No. 2, however we have not been provided with copies of the 7/12 Extract till date.
- 6.83 On the superimposition of the plan (as annexed in the aforesaid conveyance and the survey plan), the Architect Certificate has duly certified that Survey No. 22 Hissa No. 2 corresponds to CTS 582. As per the reconciliation form (Kami Jasti Patrak being Form 8), Survey Number Survey No. 22 Hissa No. 2 corresponds to and forms part of CTS No. 582. As per the reconciliation form (Kami Jasti Patrak being Form 8), Survey No. Survey No. 22 Hissa No. 1 corresponds to and forms part of CTS No. 583. The name of the Company is not recorded in the Property Register Card for CTS Nos. 582 and 583 and the same needs to be mutated. The Architects Certificate certifies that CTS No. 583 does not form part of the Larger Land.
- 6.84 7/12 extract is with respect to Survey No. 22 Hissa No. 3 and not specifically Survey No. 22 Hissa No. 3 (Part A). Survey No. 22 Hissa No. 3 stands in the name of Hiten Chandrakant Patel (in his capacity as an

