

# JHANGIANI, NARULA AND ASSOCIATES

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Ref. No. RNN/ 313 /2019

## TITLE CERTIFICATE

### TO WHOMSOEVER IT MAY CONCERN

Re : ALL THOSE pieces or parcels of land or ground situate, lying and being at Village Kandivali, Taluka Borivli in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bearing Survey No.128, Hissa No.3 (part), CTS No.33 and the land bearing Survey No.128, Hissa No.4, CTS No.35 and the land bearing Survey No.126, Hissa No.2 (part), CTS No.37 and 37/1 to 85 admeasuring 12145 square yards i.e. 10,154 square meters or thereabouts and 11809.90 square meters as per Property cards.

In pursuance of instructions given by our clients, **M/s. Raghu Leela Realtors Private Limited**, we have investigated the title of the abovementioned property. We have caused search to be taken in the office of the Sub-Registrar of Assurance at Mumbai, Bandra, Goregaon and Borivali from the period 1962 to 2019 and published public notice in daily newspapers "Free Press Journal" English Edition dated 9<sup>th</sup> March 2019 and "Navshakti" Marathi Edition dated 9<sup>th</sup> March 2019. We have also obtained copies of documents and revenue records and our findings are as under:

a) By and under Registered Indenture dated 12<sup>th</sup> February, 1962 (Registered with the Sub-Registrar, Bombay bearing No.580/62) entered between one Indulal H. Shah, therein referred to as Vendor and Bhagwat D. Gupta and 3 others, partners of Chhuttanmal Mattumal, therein referred to as Purchasers, the said Indulal H. Shah sold and conveyed the above captioned property to the said Bhagwat D. Gupta and 3 others on the covenants and at the consideration recorded therein;

b) By and under Registered Conveyance dated 25<sup>th</sup> June, 2007 (Registered with the Sub-Registrar, Borivali-4, MSD bearing No.BDR-10/4600/2007) entered between one Smt. Neeta Rakesh Aggarwal and 4 others, therein referred to as Vendors and M/s. Raghu Leela Realtors Pvt. Ltd., therein referred to as Purchasers, the said Neeta R. Aggarwal and 4 others (heirs of Satyaprakash Gupta, erstwhile Partner of M/s. Chhuttanmal Mattumal) sold, transferred and conveyed their 1/4th undivided share right, title and interest in the above captioned property to M/s. Raghu Leela Realtors Pvt. Ltd. on the terms and at the consideration recorded therein.

c) By and under Registered Conveyance Deed dated 26<sup>th</sup> May 2010 (Registered with the Sub-Registrar, Borivali-5, MSD (Bandra) bearing No.BDR-11/4946/2010) entered between one Kamal Gupta, son of Late Bhagwat Dayal Gupta, therein referred to as Vendor and M/s. Raghu Leela Realtors Pvt. Ltd., therein referred to as Purchasers, the said Kamal Gupta sold, conveyed and assigned his 1/4th undivided share, right, title and interest in the above captioned property to M/s. Raghu Leela Realtors Pvt. Ltd., on the covenants and at the consideration recorded therein.

d) By and under Registered Deed of Conveyance dated 2<sup>nd</sup> June, 2011 (Registered with the Sub-Registrar, Borivali-5, MSD (Bandra) bearing No.BDR-5/5953/2011) entered between M/s. Chhuttanmal Mattumal and 2 others, therein referred to as Vendors and M/s. Raghu Leela Realtors Pvt. Ltd., therein referred to as Purchasers, the said Vendors sold and conveyed their 1/4th undivided share, right, title and interest in the above captioned property to the Purchasers on the covenants and at the consideration recorded therein.

e) By and under consent decree passed in terms of Consent Terms dated 19<sup>th</sup> December 2011 by the Hon'ble Bombay High Court in Suit No. 2828 of 2011 filed by one Atul Nathalal Patel & Anr. (Plaintiffs) against our clients (Defendants), the suit was disposed off. The disputes and differences between our clients and Plaintiffs were

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amicably resolved/settled on the terms recorded therein. Our clients are obliged to allot 4500 Sq.Ft. constructed saleable area in the building/s proposed to be constructed on the above captioned property and make payment of balance decretal amount to the Plaintiffs.

f) By and under Award dated 14<sup>th</sup> December, 2018 in terms of Consent Terms dated 30<sup>th</sup> November, 2018 passed by the Sole Arbitrator Mr. Pramod Kode [Retired Judge], the Arbitration proceedings between M/s. Raghu Leela Realtors Pvt. Ltd., (Claimants) and Virendra Gupta and Another (Respondents) in respect of disputes and difference between the Claimants and Respondents, with regard to 25% undivided share right, title and interest in the above captioned property of the Respondents, came to be settled on the terms and conditions recorded therein.

g) By and under Loan Agreement dated 14<sup>th</sup> March, 2019 (Registered with the Sub-Registrar, Borivali-4, MSD (Bandra) bearing No.BRL-4/4063/2019) entered between our clients (Borrower/Mortgagor) and M/s. Vappy Securities Pvt. Ltd. (Lender/Mortgagee), our clients have borrowed certain sum as loan from Lender/Mortgagee on the terms and conditions recorded therein and offered security of constructed area admeasuring 12,000 Sq. Ft. Carpet comprised on various floors of the proposed sale building to be constructed on the above captioned property.

h) Our clients filed Suit being Suit No.1030 of 2010 against Anilkumar Jai Prakash Gupta and 18 others in the Hon'ble Bombay High Court inter alia for declaration that the Conveyance Deeds dated 3<sup>rd</sup> February, 1972 and 25<sup>th</sup> November, 1974 in the names of Datta Jomaji Patil and Rajendra Khimjibhai Jadhav (Defendant Nos. 15 & 16) are forged and fabricated documents and therefore null and void, for order and decree that the Conveyance Deeds dated 3<sup>rd</sup> February, 1972 and 25<sup>th</sup> November, 1974 be delivered up for cancellation and other interim and ad-interim prayers. Our clients also took out urgent application in terms of Notice of Motion No.1106 of 2010 and

accordingly the Hon'ble High Court passed interim order dated 12<sup>th</sup> May, 2010, which was confirmed by Order dated 15<sup>th</sup> September, 2014 restraining the Defendant Nos. 15 & 16 from making any application to Revenue Officer for mutation of the Revenue records in respect of the above captioned property as well as interfering with our clients possession of the above captioned property. The Defendant Nos. 15 & 16 are claiming the above captioned property on the basis of documents purportedly executed on 3<sup>rd</sup> February, 1972 by Bhagwat Dayal Gupta whereas he died on 22<sup>nd</sup> September, 1969. Therefore, it is clear that the Defendant Nos. 15 & 16 have no legal right in the above captioned property.

In the circumstances aforesaid, subject to what is stated hereinabove and subject to repayment of the principal loan along with interest thereon under the mortgage stated above, we are of the opinion that title of our clients, M/s. Raghu Leela Realtors Private Limited, in respect of 75% undivided share in the above captioned property is clear and marketable and free from any encumbrances and in respect of balance 25% undivided share, our clients have obtained Award as stated above for specific performance of agreement with the Owners. Thus, our clients are entitled to develop the above captioned property and dispose off the saleable area in terms of flats/shops/premises/units.

Dated this 20<sup>th</sup> day of April, 2019.

For Jhangiani, Narula & Associates,

  
(Rajiv Narula)  
Partner