

Ms. Rupali G. Modi
Advocate High Court

D/8, Central Bank Colleagues Co-operative Housing Society Ltd., Dadabhai Cross Road No. 3, Irla Vile Parle (West), Mumbai 400 056.

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TO WHOMSOEVER IT MAY CONCERN

I. DESCRIPTION OF THE PROPERTIES:-

FIRSTLY : ALL THAT piece and parcel of land or ground admeasuring 144.65 sq. mtrs. together with messuages, tenements and structures standing thereon situate lying and being at Ferguson Road in the Registration district and sub-district of Mumbai City and assessed by the Assessor and Collector of Brihan Mumbai Municipal Corporation rates and taxes under G/S Ward No. 1104(1A) 1104(8) Sheet No. 437 and registered in the books of the Collector of Land Revenue under old No. 240 now No. F29/ 12225 (as per Property Register Card 2A/12225) bearing C.S. No. 297 of Lower Parel Division.

SECONDLY : ALL THAT piece and parcel of land or ground admeasuring 510.87 sq. mtrs. together with messuages, tenements and structures standing thereon and situate lying and being at Ferguson Road in the Registration district and sub-district of Mumbai City and assessed by the Assessor and Collector of Brihan Mumbai Municipal Corporation rates and taxes under G/S Ward No. 1105 (2AA & 2BB) and Sheet No. 437 and registered in the books of the Collector of Land Revenue under old No. 240 now No. C/12225 (as per Property Register Card C2/12225) and then bearing C.S. No. 297 and now bearing C.S. No. 298 of Lower Parel Division.

THIRDLY : ALL THAT piece and parcel of land or ground admeasuring 635.45 sq. mtrs. together with messuages, tenements and structures standing thereon and situate lying and being at Ferguson Road in the Registration district and sub-district of Mumbai City and assessed by the Assessor and Collector of Brihan Mumbai Municipal Corporation rates and taxes under G/S Ward No. 1105 (2AA & 2BB) and Sheet No. 437 and registered in the books of the Collector of Land Revenue under old No. 240 now No. A3/12226 (as per Property Register Card A3/12236) bearing C. S. No. 299 of Lower Parel Division.

II. INSTRUCTIONS :-

On the instructions of Lokhandwala Infrastructure Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 72, Gandhi Nagar, Dainik Shivner Marg, Worli, Mumbai – 400 018, I have examined the title of the abovementioned properties (hereinafter referred to as the “**said Kalsekar Properties**”).

III. DEVOLUTION OF TITLE:-

I have perused the photocopies of documents of title furnished to me and the Search Report of the Search Clerk and upon review of the same I find as under:-

1. By a Deed of Conveyance made and entered into at Bombay on 24th September, 1912 and registered with the Sub-Registrar of Assurances at Bombay under No. 3789 on 26th September, 1912 between Tokersy Devesy therein called the Vendor of One Part and Mr. Abdul Hamid Shaikh Dawood and Mr. Ibrahim Shaikh Dawood therein called the Purchasers of the Other Part, the said Tokersy Devesy did sell, convey, transfer and assure unto the said Purchasers all that vacant piece and parcel of land admeasuring 800 sq. yards being the portion of larger plot of land of 3177 sq. yards or thereabouts bearing Old Revenue No. 240 and New No. C/12225 and then bearing C.S. No. 297 of Lower Parel Division and now bearing Cadastral Survey No. 298

of Lower Parel Division and according to Property Card admeasuring 510.87 sq. mtrs. or thereabouts and more particularly described Firstly in Clause 1 hereinabove for the consideration and on the terms and conditions therein contained;

2. By a Deed of Conveyance dated 9th October, 1912 (registered with the Sub-Registrar of Assurances at Bombay as available from the Certified Copy issued by the Sub-Registrar) executed by Mr. Abdul Hamid Shaikh Dawood and Mr. Ibrahim Shaikh Dawood therein called the Vendors of the One Part and Mr. Ahmed Saheb Bawasaheb Kalsekar therein called the Purchaser of the Other Part, the said Vendors Mr. Abdul Hamid Shaikh Dawood and Mr. Ibrahim Shaikh Dawood did grant, sell, transfer, convey and assure UNTO the said Purchaser Ahmed Saheb Bawasaheb Kalsekar all that piece and parcel of land admeasuring 187.84 sq. yards or thereabouts but according to Property Register Card admeasuring 144.65 sq. mtrs. out of the area of 800 sq. yards and now bearing C.S. No. 297 of Lower Parel Division and more particularly secondly described in clause 1 hereinabove purchased and acquired by them, the Vendors therein, under the hereinbefore recited Conveyance dated 24th September, 1912 for the consideration and on the terms and conditions therein contained.
3. By an Indenture dated 30th August, 1922 (registered with the Sub-Registrar of Assurances of Bombay as available from the Certified Copy issued by the Sub-Registrar) executed by the said Ibrahim Sheikh Dawood Kalsekar on attaining his age of majority, the said Ibrahim Sheikh did confirm the sale of piece and parcel of land admeasuring 187.84 sq. yards or thereabouts out of the 800 sq. yards but according to the property card 144.65 sq. mtrs. or thereabouts bearing C.S. No. 297 of Lower Parel Division in favour of Ahmad Saheb Bawa Saheb Kalsekar;
4. By another Deed of Conveyance dated 11th July, 1922 (registered with the Sub-Registrar of Assurances at Bombay as available from the Certified Copy issued by the Sub-Registrar) made and executed between Tokersy Devesy therein called the Vendor of One Part and Mr. Ahamed Saheb Bawasaheb

Kalsekar and Abdul Hamid Shaikh Dawood Kalsekar therein called the Purchasers of the Other Part, the said Tokersey Devesy did sell, convey transfer and assure unto the Purchasers therein all that vacant pieces and parcels of land bearing Cadastral Survey No. 299 of Lower Parel Division and admeasuring 800.61 sq. yards or thereabouts and according to Property Card admeasuring 635.45 sq. mtrs. or thereabouts and more particularly described Thirdly in Clause 1 hereinabove, for the consideration and on the terms and conditions therein contained;

5. The following information was provided to me by my clients,

- (i) Mr. Ebrahim Faakirmohamed Kalsekar died in or around 1938 without any issue.
- (ii) Mr. Abdul Hamid Shaikh Dawood Kalsekar died intestate sometime in 1940 leaving behind his sons Hasan Abdul Hamid Kalsekar (since deceased), Abdul Latif Abdul Hamid Kalsekar (since deceased), Fakir Mohamed Abdul Hamid Kalsekar (since deceased) and a daughter by name Salma Ismail Kazi (since deceased);
- (iii) The said Hasan Abdul Hamid Kalsekar died intestate leaving behind his widow, Mrs. Surgabi Hasan Kalsekar, his son, Mr. Anees Hasan Kalsekar, his daughter Ms. Naseem Hasan Kalsekar, son Mr. Salim Hasan Kalsekar, son Mr. Abdul Hamid Hasan Kalsekar and daughter Mrs. Husnabanu Mohammed Patel, daughter Mrs. Saeeda Zakaria Panlekar and daughter Mrs. Shamshad Imtiaz Kazi.
- (iv) Mrs. Salma Ismail Kazi daughter of Mr. Abdul Hamid Shaikh Dawood Kalsekar died intestate leaving behind her the following heirs: Mr. Shafique Ismail Kazi (son), Mr. Shaukat Ismail Kazi (son), Mr. Abdul Rahim Ismail Kazi (son), Mr. Mohammed Husein Ismail Kazi (son), Miss Razia Ismail Kazi (daughter) Mrs. Rehana Rafiq Esaf (daughter).

- (v) Mr. Abdul Latif Abdul Hamid Kalsekar died intestate leaving behind the following heirs: Mr. Nisar Abdul Latif Kalsekar (son), Mr. Gulam Latif Kalsekar (son), Mrs. Aziza Abdulla Kazi (daughter), Mrs. Maimoona Ebrahim Mukadam (daughter), Mrs. Mumtaz Siraz Kazi (daughter), Mrs. Mehraz Liyakat Chaugule (daughter), Mr. Kauser Dilawar Mapare (son).
- (vi) Mr. Fakir Mohamed Abdul Hamid Kalsekar died intestate on or about April, 1972 leaving behind the following heirs : Dawood Fakir Mohd. Kalsekar (son), Yusuf Fakirmohamed Kalsekar (son), Mr. Ismail Fakir Mohd. Kalsekar (since deceased), Mr. Arif Noor Mohd. Fakir Kalsekar (son), Mrs. Zubeida Noor Mohd. Fakir Kalsekar (widow of Noor Mohd. Fakir Mohd. Kalsekar), Ms. Noorunisa Hamid Bulbale (daughter), Ms. Nazma Imtiyaz Kazi, Ms. Yasmin Karim Vanoo, Ms. Sakina Ishrat Burmare and Ms. Khairunniza Mushtaq Kazi.
- (vii) Mr. Ismail Fakir Kalsekar died leaving behind him the following heirs: Mrs. Ayisha Ismail Kalsekar widow of Mr. Ismail F. Kalsekar, Mr. Raees Ahmed Esmail Kalsekar (son), Ms. Fatima Karim Kazi (daughter) Ms. Mehrunnisa Mohamed Ali Shemna (daughter).
- (viii) Mr. Ahmed Saheb Bawasaheb Kalsekar died sometime in the year 1944 leaving behind him his widow Hawabai Ahmed Saheb Kalsekar who died on 1st July, 1983 issueless. However, according to the information given to me, Mr. Dawood Fakir Mohamed Kalsekar was adopted son of Mr. Ahmed Saheb Bawasaheb Kalsekar and the said Hawabai Ahmed Saheb Kalsekar.
6. In the circumstances stated hereinabove, the abovenamed persons claimed to be seized and possessed of or otherwise entitled to the said Kalsekar Properties described Firstly, Secondly and Thirdly in clause 1 hereinabove.

7. By and under the Deed of Conveyance dated 17th March, 2004 (duly registered with the Sub-Registrar of Assurances at Bombay-2 and registered under No. BBE-2/2389/2005 on 17th March, 2005) made and executed between (1) Mr. Dawood Fakirmohamed Kalsekar, (2) Mr. Yusuf Fakirmohamed Kalsekar, (3a) Mrs. Surgabi Hasan Kalsekar, (3b) Mr. Anees Hasan Kalsekar, (3c) Ms. Naseem Hasan Kalsekar, (3d) Mr. Salim Hasan Kalsekar, (3e) Mr. Abdul Hamid Hasan Kalsekar, (3f) Mrs. Husnabanu Mohammed Patel, (3g) Mrs. Saeeda Zakaria Panlekar, (3h) Mrs. Shamshad Imtiaz Kazi, (4a) Mr. Shafique Ismail Kazi, (4b) Mr. Shaukat Ismail Kazi, (4c) Mr. Abdul Rahim Ismail Kazi, (4d) Mr. Mohammed Husein Ismail Kazi, (4e) Miss Razia Ismail Kazi, (4f) Mrs. Rehana Rafiq Esaf, (5a) Mr. Nisar Abdul Latif Kalsekar, (5b) Mr. Gulam Latif Kalsekar, (5c) Mrs. Aziza Abdulla Kazi, (5d) Mrs. Maimoona Ebrahim Mukadam, (5e) Mrs. Mumtaz Siraz Kazi, (5f) Mrs. Mehraz Liyakat Chaugule, (5g) Mr. Kauser Dilawar Mapare, (6a) Mr. Arif Noor Mohd. Fakir Kalsekar, (6b) Mrs. Zubeida Noor Mohd. Fakir Kalsekar, (6c) Ms. Noorunisa Hamid Bulbale, (6d) Ms. Nazma Imtiyaz Kazi, (6e) Ms. Yasmin Karim Vanoo, (6f) Ms. Sakina Ishrat Burmare, (6g) Ms. Khairunniza Mushtaq Kazi, (7a) Mrs. Ayisha Ismail Kalsekar, (7b) Mr. Raees Ahmed Esmail Kalsekar, (7c) Ms. Fatima Karim Kazi and (7d) Ms. Mehrunnisa Mohamed Ali Shemna, the Vendors therein for the consideration therein mentioned and on the terms and conditions therein contained did sell, transfer and convey unto M/s. Lokhandwala Builders and now known as Lokhandwala Infrastructure Pvt. Ltd. all their respective shares, right, title and interest in the said Kalsekar Properties more particularly described in the First, Second and Third Schedules therein and being the same as described firstly, secondly and thirdly in clause 1 hereinabove subject to the tenants/occupants occupying the premises in the building and structures whose list is set out therein.
8. Since the purchase of the said Kalsekar Properties, M/s. Lokhandwala Builders, a partnership firm, incorporated as a Company with limited liabilities under the provisions of the Companies Act and came to be known as Lokhandwala Infrastructure Pvt. Ltd. taking over all assets and liabilities of the firm of M/s. Lokhandwala Builders;

9. In the circumstances, present owners Lokhandwala Infrastructure Pvt. Ltd. have become beneficial owners of and as such are entitled to the said Kalsekar Properties more particularly described in clause I hereinabove together with the buildings and other structures thereon.
10. On 26th June, 2013, an Indemnity was executed by (1) Mr. Dawood Fakir Mohd. Kalsekar, (2) Mr. Yusuf Fakir Mohammed Kalsekar, (3) Mr. Arif Noor Mohd. Kalsekar, (4) Mr. Raees Ahmed Ismail Kalsekar, (5) Mr. Abdul Hamid Hasan Kalsekar and (6) Shamshad Imtiaz Kazi, which was duly registered with the Sub-Registrar of Assurances under Serial No. 2909/2013, indemnifying the Collector, Mumbai City and Superintendent City Survey and Land Record Mumbai against any claim made in respect of the said Kalsekar properties.
11. Mr. Mohamed A. Lokhandwala, a Director of my clients Lokhandwala Infrastructure Pvt. Ltd. has by his declaration dated 27th April, 2012 inter alia stated that since the purchase of the said Kalsekar Properties on 17th March, 2004 by his firm of M/s. Lokhandwala Builders, neither the said firm nor subsequently his Company, Lokhandwala Infrastructure Pvt. Ltd. has created any third party rights, title or interest of any nature whatsoever, nor have they created encumbrances on the said Kalsekar Properties by way of mortgage, security, charge, lien of any kind whatsoever.

IV. SEARCHES:

Searches were caused to be conducted by Pravin Mehta and Mithi & Co., Advocates, Solicitors & Notary, of the records of the Sub-Registrar of Assurances, Mumbai, City Survey and Land Records and Revenue Records of Collector of Mumbai in respect of the said Kalsekar Properties and the searches revealed that there are no encumbrances recorded in the aforementioned records relating to the said Kalsekar Properties. In the Property Register Card, the said Kalsekar Properties have been mutated in the name of M/s. Lokhandwala Builders.

Searches were also caused to be conducted by Pravin Mehta and Mithi & Co., Advocates, Solicitors & Notary, of the records of the Registrar of Company, Maharashtra, through the Company Secretary, M/s. Teena Dedhia & Associates and the search revealed that no charge had been registered in the records of the Registrar on all the said Kalsekar Properties.

I have not carried out any search in the offices of the land records for the said property.

V. PUBLIC NOTICE:

Under instructions from Lokhandwala Infrastructure Private Limited, Public Notice was published on 24th March, 2012 in the issue of Free Press Journal and on 26th March, 2012 in the issue of Nav Shakti, by Pravin Mehta and Mithi & Co., Advocates, Solicitors & Notary, inviting claims from the members of public. At that relevant time the Advocates & Solicitors had not received any claims or objections in respect of the said Kalsekar Properties.

In preparing these observations, I have not issued public notice inviting claims to the title of Lokhandwala Infrastructure Pvt. Ltd. (earlier known as Lokhandwala Builders) to the said Kalsekar Properties.

TITLE CERTIFICATE

Subject to what is stated in the foregoing paragraphs, I am of the opinion that the title of Lokhandwala Infrastructure Pvt. Ltd. to the said Kalsekar Properties is clear and marketable subject to the claim of tenancy of the tenants/occupants of the said Kalsekar Properties.

Dated this 31st day of August, 2016.


(Rupali Modi)
Advocate