

**PARESH S. SARANGDHAR -** B. Com., LL.B.

*Advocate, High Court*

Mob: 9930690002

224-C, Prabhu Niwas, 2/17, Topiwala Wadi Street, V.P.Road, Girgaum, Mumbai - 400 004.

**TITLE REPORT**

**TO WHOMSOEVER IT MAY CONCERN**

Re : Title verification of the property admeasuring 868.10 sq. mtrs. or thereabouts bearing C. T. S. Nos. 984 and 984/1 to 10 {part and parcel of Plot Nos. 15(pt), 16, 17, and 18 ; Survey Nos. 149}, reserved for Residential purpose in Residential Zone; together with the Building known as "Satya Niwas No.2" comprising of ground plus Two upper floors, standing thereon, situated, lying and being at of Village (Chinchavili) Pahadi(W), Taluka Borivali, Mumbai within the limits of Greater Mumbai in the Registration Sub-District of Borivali, Mumbai Suburban District.

.....

M/S K. L. Ventrues and Enterprises, a Registered Partnership Firm having its office situated at A/204, Rajshree Accord, Telly GallyX Lane, Andheri (East), Mumbai 400 069, represented through its partner namely Shri Satish Aggarwal, requested to verify the title documents and the Ownership of the above referred property. I have gone through copies of documents presented through him, in respect of the above referred property more particularly described in the Schedule hereunder written. On perusal of the said documents, I have to state as under:

1. Originally, at all material times prior to 12<sup>th</sup> March, 1960, one Ms. Dhanlaxmi Jaysukhlall Bilakyia was seized and possessed of and otherwise well and sufficiently entitled as the sole and absolute owner to all that piece or parcel of land admeasuring 2,179 square yards equivalent to 1,821.92 square meters or thereabouts bearing Plot Nos. 15(pt), 16, 17 and 18, Survey No. 149 of Village Chinchavili, and District Greater Bombay City (hereinafter referred to as "the Larger Land");
2. By and under an Indenture dated 12<sup>th</sup> March, 1960, executed by and between the said Ms. Dhanlaxmi Jaysukhlall Bilakyia as the Vendor of the One Part and Mr. Raj Kumar Kocchar (hereinafter referred to as "Rajkumar") as the Purchaser of the Other Part, the said Ms. Dhanlaxmi Jaysukhlall Bilakyia granted, sold, released, transferred, conveyed, assigned and assured the Larger Land to and in favour of Raj Kumar Kocchar at and for the consideration and on other terms and conditions



more particularly contained therein. The said Indenture dated 12<sup>th</sup> March, 1960, is duly registered with the Sub-Registrar of Assurances at Bombay under no.BOM/2133 of 1960;

3. The Larger Land comprises *inter alia* of a distinct and a separate and distinct part and parcel of land now bearing CTS Nos. 984 and 984/1 to 10 of Village Pahadi Taluka Borivali, Mumbai Suburban District admeasuring 868.10 square meters (hereinafter referred to as "the said Land"). The said Land is more particularly described in the Schedule hereunder written;
4. In or around 1960, the said Rajkumar Kocchar constructed on the said Land a building known as "*Satya Niwas No.2*" comprising of ground plus Two upper floors and containing a built up area of 868.10 square meters (hereinafter referred to as the "said Building"). The said Land and the said Building are hereinafter collectively referred to as the "said Property";
5. By and under a Deed of Mortgage dated 17<sup>th</sup> May, 1965, executed by and between Raj Kumar Kocchar of the One Part and Life Insurance Corporation of India (hereinafter referred to as the "LIC") of the Other Part, Raj Kumar Kocchar mortgaged the said Property to and in favour of the LIC at and for the consideration and on other terms and conditions more particularly contained therein. The said Deed of Mortgage dated 17<sup>th</sup> May, 1965, is duly registered with the Sub-Registrar of Assurances at Bombay under no.BOM/1580 of 1965;
6. Accordingly, on and around 2<sup>nd</sup> June, 1975, the name of the said Raj Kumar Melaram Kocchar was reflected on the Property Card as per revenue record, being the holder of the said Property;
7. By and under an Indenture of Re-Conveyance dated 9<sup>th</sup> May, 1988 executed by and between the LIC of the One Part and Raj Kumar Kocchar of the Other Part, LIC re-conveyed the said Property in favour of Raj Kumar Kocchar at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture of Re-Conveyance dated 9<sup>th</sup> May, 1988 is duly registered with the Sub-Registrar of Assurances at Bandra under no.P-3985-88;

8. By and under an Indenture of Conveyance dated 12<sup>th</sup> June, 2007 executed by and between Raj Kumar Kocchar as the Vendor of the One Part and one Ms. Jayshree Pravin Desai (hereinafter referred to as "Jayshree") as the Purchaser of the Other Part, the said Raj Kumar Kocchar sold, conveyed, transferred and assured the said Property to and in favour of Jayshree at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture dated 12<sup>th</sup> June, 2007 is duly registered with the Sub-Registrar of Assurances at Borivali under no.BDR-10-4502-2007;
9. Accordingly, on and around 10<sup>th</sup> September, 2007, the entry for LIC mortgage in respect of the said property has been deleted on the Property Registered Card and further, the name of the said Jayshree Pravin Desai was reflected on the Property Registered Card, being the holder of the said Property;
10. By and under an Indenture of Conveyance dated 24<sup>th</sup> October, 2007, executed by and between Jayshree Pravin Desai as the Vendor of the One Part and (1) Mr. Shard Jayantilal Mehta ; (2) Mr. Nishit Bharat Shah ; (3) Mr. Bharat Kanaiyalal Shah and (4) Mr. Shailesh Nagindas Shah, the Purchasers of the Other Part, the said Jayshree Pravin Desai granted, sold, assigned, released, conveyed and assured the said Property to and in favour of (1) Mr. Sharad Jayantilal Mehta ; (2) Mr. Nishit Bharat Shah ; (3) Mr. Bharat Kanaiyalal Shah and (4) Mr. Shailesh Nagindas Shah, at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture of Conveyance dated 24<sup>th</sup> October, 2007 is duly registered with the Sub-Registrar of Assurances at Borivali no.6 under no.BDR12-08090-2007;
11. By and under a Deed of Rectification dated 20<sup>th</sup> January, 2014, executed by and between Jayshree and (1) Mr. Sharad Jayantilal Mehta ; (2) Mr. Nishit Bharat Shah ; (3) Mr. Bharat Kanaiyalal Shah and (4) Mr. Shailesh Nagindas Shah, certain typographical errors as appearing in the said Indenture of Conveyance dated 24<sup>th</sup> October, 2007 were rectified. The said Deed of Rectification dated 20<sup>th</sup> January, 2014 is duly registered with the Sub-Registrar of Assurances at Borivali no.6 under no.BRI-6-536-2014;
12. Accordingly, on or around 26<sup>th</sup> May, 2014, the names of the said (1) Mr. Sharad Jayantilal Mehta ; (2) Mr. Nishit Bharat Shah ; (3) Mr. Bharat

Kanaiyalal Shah and (4) Mr. Shailesh Nagindas Shah were reflected on the Property Registered Card, being the holder of the said Property;

13. By and under an Indenture of Conveyance dated 3<sup>rd</sup> December, 2015, executed by and between (1) Mr. Sharad Jayantilal Mehta ; (2) Mr. Nishit Bharat Shah ; (3) Mr. Bharat Kanaiyalal Shah and (4) Mr. Shailesh Nagindas Shah, as the Vendors of the One Part and M/s. K. L. Ventures & Enterprises, the Purchasers of the Other Part, the said Vendors granted, sold, assigned, released, conveyed and assured the said Property to and in favour of M/s. K. L. Ventures and Enterprises, at and for the consideration and on other terms and conditions more particularly contained therein. The said Indenture of Conveyance dated 3<sup>rd</sup> December, 2015 is duly registered with the Sub-Registrar of Assurances at Borivali under no.BRL-7-10710-2015;
14. The Building standing on the said Land is occupied by monthly Tenants who are using various rooms/premises in the said Building standing on the said Land on tenancy basis (hereinafter collectively referred to as "the Tenants"). Since, the Tenants residing in the said Building are using their respective premises, and are in exclusive possession of their respective premises, subject to the said Tenancy Rights, the said M/s. K. L. Ventures and Enterprises, is solely, exclusively and absolutely seized and possessed of the said Property;
15. Accordingly, on or around 22<sup>nd</sup> January, 2016, the name of the said M/s. K. L. Ventures and Enterprises, is reflected on the Property Registered Card being the sole and exclusive holders of the said Land in the Property Register Cards pertaining to the said Land. In the circumstances aforesaid, the said M/s. K. L. Ventures and Enterprises, became the absolute Owners of the said Property;
16. All the parties, being predecessor in title have no objection at all as the full consideration has been paid by the subsequent parties to their preceding parties and that each and every concerned parties have acknowledged the receipts thereof, respectively, from time to time for their respective payments made to them;
17. All the above referred documents are still valid subsisting and binding upon the concerned parties and none of those documents have been



terminated by any of the parties. The respective parties, have complied with all the terms and conditions mentioned in the said documents;

18. M/s. K. L. Ventures and Enterprises, is therefore, absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Properties situate, lying and being at Village Pahadi Goregaon(W), Taluka Borivali, Mumbai Suburban District more particularly described in the Schedule hereunder written;

After going through the above referred documents, considering the above mentioned facts and subject to whatever stated herein in my opinion the title of M/s. K. L. Ventures and Enterprises to the said property described in the Schedule hereunder written is clear and marketable.

**THE SCHEDULE ABOVE REFERRED TO:**

ALL THOSE pieces or parcels of land or ground area admeasuring 868.10 sq. mtrs. or thereabouts bearing C. T. S. Nos. 984 and 984/1 to 10 {part and parcel of Plot Nos. 15(pt), 16, 17, and 18 ; Survey Nos. 149}, reserved for Residential purpose in Residential Zone together with the Building known as "Satya Niwas No.2" comprising of ground plus Two upper floors, standing thereon, situated, lying and being at of Village (Chinchavili) Pahadi(W), Taluka Borivali, Mumbai within the limits of Greater Mumbai in the Registration Sub-District of Borivali, Mumbai Suburban District and bounded as follows :-

On or towards the North : By Nadiadwala Colony Road;

On or towards the South : By City Survey Boundary of Chincholi;

On or towards the East : By Plot bearing CTS No. 985-A;

On or towards the West : By Plot bearing CTS No. 983-A;



(PARESH S. SARANGDHAR)

Advocate

PLACE : MUMBAI.

DATE : 04/03/2016