



FORMAT- A
(Circular No.: -28/2021)

To
MahaRERA
BKC, E-Block, 7th Floor,
Housefin Bhavan, near RBI,
Bandra Kurla Complex,
Bandra East, Mumbai 400051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that leasehold land bearing Plot No. 131, CTS No. 671, 671/1 to 671/11, forming part of Survey Nos. 105 to 110, 146 and 147, admeasuring 735.6 (Seven Hundred and Thirty Five point Six) square meters (as per the registered Deed of Assignment dated August 23, 2022) and 736.4 (Seven Hundred and Thirty Six point Four) (as per property register cards) and admeasuring about 684 (Six Hundred and Eight Four) square meters (as per the survey plan of the plot), lying and being at Village Pahadi Goregaon (West), Taluka Goregaon, Mumbai Suburban District situated at Road No. 1, Jawahar Nagar, Goregaon (West), Mumbai - 400 104 ("Land") within the Registration District and Sub District of Mumbai Suburban.

I. We have investigated the title with respect to the leasehold/development rights to the Property (as defined hereinbelow) on the request of **Ariha Spaces LLP (LLPIN: AAR-1362)**, a limited liability partnership firm, registered under the Limited Liability Partnership Act, 2008, having PAN no. **ABQFA4964L** and having its registered office at Office No. 1, Ground Floor, Washington Plaza, Off S.V. Road, Goregaon (W), Mumbai- 400104 represented through its partners (i) Mr. Dhruvan Shah and (ii) Mr. Manish Pania ("**Owner/Developer**") and following documents i.e.: -

1) Description of the Property

All that pieces and parcels of leasehold land bearing Plot No. 131, CTS No. 671, 671/1 to 671/11, forming part of Survey Nos. 105 to 110, 146 and 147, admeasuring 735.6 (Seven Hundred and Thirty Five point Six) square meters (as per the registered Deed of Assignment dated August 23, 2022) and 736.4 (Seven Hundred and Thirty Six point Four) (as per property register cards) and admeasuring about 684 (Six Hundred and Eight Four) square meters (as per



the survey plan of the plot), lying and being at Village Pahadi Goregaon (West), Taluka Goregaon, Mumbai Suburban District situated at Road No. 1, Jawahar Nagar, Goregaon (West), Mumbai - 400 104 ("Land") (more particularly defined in the Schedule hereunder written) within the Registration District and Sub District of Mumbai Suburban along with the ownership rights to the tenanted building/structure (already demolished) then comprising of ground plus one upper floor consisting of 21 (Twenty-One) tenements in all (19 being residential in nature and 2 being commercial shops) ("Tenanted Building") and the ownership rights to the shares bearing Share Certificate No. 147 dated September 24, 1985 with respect to 10 (Ten) shares of face value Rs. 10/- (Rupees Ten Only) each and bearing distinctive nos. 1461 to 1470 (both inclusive) ("Shares").

The Land along with the Tenanted Building and Shares shall hereinafter be collectively referred to as the "Property".

2) The documents of title of the Property:

- a. A copy of the Share Certificate dated September 24, 1985 and bearing no. 147;
- b. Copies of litigation documents with respect to Writ Petition No. 919 of 2016;
- c. Copies of litigation documents with respect to Commercial Suit No. 811 of 2018;
- d. Copies of litigation documents with respect to Suit No. 1319 of 2018;
- e. Copies litigation documents with respect to Contempt Petition (L) no. 8164 of 2020;
- f. Copies litigation documents with respect to Petition No. 368 of 2021;
- g. Copies litigation documents with respect to Commercial Arbitration Application bearing no. 369 of 2021;
- h. Copies litigation documents with respect to Commercial Arbitration Petition No. 115 of 2021;
- i. A copy Letter dated February 16, 2022 by Bali Prabhu;
- j. A copy of the letter from the Parent Society dated August 23, 2022 bearing reference no. 92/131/2022-23;
- k. A copy of a Deed of Cancellation dated August 23, 2022 registered with the Sub-Registrar of Assurances at Borivali No. 6, bearing serial no. BRL-6/17870/2022, executed by and between the Legal Heirs of Kapurchand, Legal Heirs of Manchand and Legal Heirs of Khimchand, Raj Arcade and the Owner/Developer (*as the Confirming Party*) along with the copy of the Raj Arcade DA duly endorsed as "cancelled";
- l. A copy of a Deed of Cancellation dated August 23, 2022 registered with the Sub-Registrar of Assurances at Borivali No. 6, bearing serial no. BRL-6/17873/2022, executed by and between the Legal Heirs of



Kapurchand, Legal Heirs of Manchand and Legal Heirs of Khimchand, Prince Housing and the Owner/Developer (as the Confirming Party) along with the copy of the Prince Housing DA duly endorsed as "cancelled";

- m. A copy of the Deed of Assignment dated August 23, 2022, duly registered with the Sub-registrar of Assurances at Borivali No. 6, bearing serial no. BRL-6/17878/2022, executed by and between the Legal Heirs of Kapurchand, Legal Heirs of Manchand and Legal Heirs of Khimchand and the Owner/Developer;
- n. A copy of the Prince Housing Consent Terms dated August 23, 2022 filed in Commercial Suit No. 811 of 2018 in the High Court of Judicature at Bombay;
- o. A copy of the Order dated August 29, 2022 passed by the Hon'ble High Court of Judicature at Bombay in the Commercial Suit No. 811 of 2018;
- p. Copies of the agreements for transfer of tenancies with the 12 (Twelve) Tenants;
- q. Copies of litigation documents with respect to interim application bearing lodging no. IAL/4074/2023 filed in Suit No. 1319 of 2018;
- r. A copy of the Order dated March 8, 2023, passed by the Hon'ble High Court of Judicature at Bombay in interim application bearing lodging no. IAL/4074/2023 in Suit No. 1319 of 2018;
- s. A copy of the letter dated June 10, 2023 bearing reference no. 32/131/2023-24; and
- t. A copy of the Deed of Confirmation dated December 12, 2023 duly registered with the Sub-registrar of Assurances at Borivali No. 6, under serial no. BRL-6/26172/2023.
- u. Copy of Letter of Intent dated August 19, 2024 bearing no. P-S/PVT/0111/20240301/LOI issued by Slum Rehabilitation Authority; and
- v. Copy of Intimation of Approval dated 24th September 2024 bearing no. P-S/PVT/0111/20240301/AP/S.

- 3) Copy of the Property Register Cards of the Land.
- 4) Search report dated December 18, 2023 issued by title investigator S. M. Sawant reporting the outcome of the search taken at Mumbai, Bandra, Vasai, Borivali, Goregaon and IGR sites, sub-registrar office for a period of 30 years from 1994 till 2023.
- 5) Public Notices in English newspaper called "Business Standard" and in Marathi newspaper called "Pratahkal" both published on March 18, 2023. We did not receive any claim in response to the Public Notices.
- 6) We have obtained a duly notarised declaration dated December 18, 2023

from the Owner/Developer regarding their right, title and interest to the Property.

- 7) We have also raised requisition on title of the Owner/Developer to the Property, which were duly answered by the Owner/Developer on December 18, 2023.
- II. On perusal of the above-mentioned documents and all other relevant documents relating to title of the Property we are of the opinion that the title of Ariha Spaces LLP is clear, marketable and without any encumbrances.
- III. Further, there are no on-going litigations with respect to Property as on date.

Owner of the Property

- (1) Jawahar Nagar Cooperative Housing Society Limited

Lessee of the Land

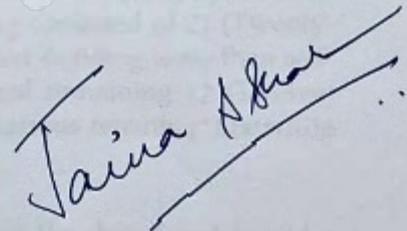
- (2) Ariha Spaces LLP i.e., the Owner/Developer herein.
- (3) Qualifying comments/remarks: None

LITIGATIONS: NIL

- IV. The report reflecting the flow of the title of the Lessee/Developer to the Property is enclosed herewith as annexure.

Encl: Annexure.

Date: October 24, 2024



ADV. JAINA SHAH
Founder,
JS Law Associates

FLOW OF THE TITLE OF THE PROPERTY

1. On perusal of the documents and title deeds with respect to Property and as provided to us, our observations are as under:

- 1.1 One Jawahar Nagar Co-operative Housing Society Limited, is registered under the provisions of the Co-operatives Societies Act, 1925, having its registered office situated at 27, Jawahar Nagar, Goregaon, Mumbai - 400 104 ("Parent Society"). The Parent Society is the original owner of the scheme of plots of lands consisting of approximately 400 (Four Hundred) plots lying and being situated at Village Pahadi, Goregaon (West), Mumbai - 400104 (hereinafter known as "Larger Land").
- 1.2 One Hemiben Tarachand Doshi ("Hemiben"), during her life, was a member and shareholder of the Parent Society holding a share certificate with respect to 10 (Ten) shares bearing distinctive Nos. 3801 to 3810 (both inclusive) of Rs. 100 each ("Old Share Certificate") and was seized and possessed of and/or otherwise well and sufficiently entitled to the leasehold rights with respect to the Land, on leasehold basis, with effect from the year 1957 for a period of 998 years, effective from October 1, 1947. The Owner/Developer has declared that although the Parent Society had issued the Old Share Certificate to Hemiben, no lease agreement was executed between the Parent Society and Hemiben.
- 1.3 In the year 1957, Hemiben constructed a building/structure (already demolished) on the Land then comprising of ground plus 1 (one) upper floor i.e., the Tenanted Building. The Tenanted Building consisted of 21 (Twenty-One) tenements. 9 (Nine) tenements in the Tenanted Building were then self-occupied by the family members of Hemiben and remaining 12 (Twelve) tenements were rented out on tenancy basis to various tenants ("Erstwhile Tenants").
- 1.4 The Parent Society then reduced the face value of the shares and issued a Share Certificate No. 147 dated September 24, 1985, in the name of Shantaben Khimchand Doshi and Chandravati Manchand Doshi, with respect to 10 (ten) shares of face value Rs. 10 (Rupees Ten only) each and bearing distinctive Nos. 1461 to 1470 (both inclusive) i.e., the Shares.
- 1.5 Hemiben had three sons:
 - (i) Kapurchand Tarachand Doshi (deceased) ("Kapurchand");
 - (ii) Manchand Tarachand Doshi (deceased) ("Manchand");
 - and (iii) Khimchand Tarachand Doshi (deceased) ("Khimchand").
- 1.6 In and around 1968, Hemiben, as a member and shareholder of the Parent

Society, requested the Parent Society to transfer/assign her leasehold right and interests in the Land in favour of her daughters-in-law i.e., (i) Shantaben Khimchand Doshi ("Shantaben") wife of Khimchand and (ii) Chandravati Manchand Doshi ("Chandravati"), wife of Manchand. The Parent Society accordingly transferred the records of the Land in the name of Shantaben and Chandravati.

- 1.7 By a resolution dated October 21, 1969, the Managing Committee of the Parent Society accepted the request made by Hemiben and resolved to transfer the Land and Shares to Shantaben and Chandravati and accordingly made the necessary transfer in its record vide its letter dated October 27, 1969. Accordingly, the records of the City Survey Office were updated and the Land stood in the name of the Parent Society as landholder and in the column of lessee, name of Shantaben and Chandravati was recorded.
- 1.8 Thereafter, Shantaben died on May 16, 1979 and left surviving behind her, widower Khimchand, her 3 (Three) sons i.e., (i) Ramesh Khimchand Doshi ("Ramesh"), (ii) Jayendra Khimchand Doshi ("Jayendra") and (iii) Pankaj Khimchand Doshi ("Pankaj") and her married daughter Bhavana Kaushal Shah *nee* Bhavana Khimchand Doshi ("Bhavana").
- 1.9 In or about July 27, 1979, Hemiben died intestate and surviving behind her were her three sons Manchand, Khimchand and Kapurchand, as the sole surviving legal heirs under the provisions of Hindu Succession Act, 1956, by which the deceased was governed at the time of her death.
- 1.10 After demise of Hemiben, dispute arose between her legal heirs i.e., her three sons Kapurchand, Khimchand and Manchand and Kapurchand, being the elder son of Hemiben filed a Suit No. 1606 of 1981 in the Hon'ble Bombay High Court against Khimchand, Manchand and others, joining them as parties Defendants.
- 1.11 The preliminary decree was passed in the above Suit No. 1606 of 1981 on April 13, 1993 and June 22, 1993 by the Hon'ble Court and declared that the transfer made in favour of Chandravati and others was declared null and void, invalid, illegal and of no consequences on the estate of Hemiben. The deceased Hemiben was legally and absolutely entitled to the leasehold rights to the Land and the owner of the structure then standing thereon. It was further held that the late Hemiben died intestate leaving behind her sons i.e., Khimchand, Kapurchand and Manchand each having 1/3rd (one third) equal undivided share right, title and interest in the Property and it was further decreed that the Property to be divided amongst 3 (three) sons under the Partition Act and accordingly, the Commissioner for Taking Accounts, High Court Bombay, was appointed as Commissioner to partition the Property equally in 1/3rd

share.

- 1.12 In pursuance of the preliminary decree, the Hon'ble High Court passed a final decree on June 23, 1998, as per the report submitted by the Commissioner for Taking Accounts, High Court Bombay and divided the estate of the deceased Hemiben amongst her three sons, co - dividing it into 1/3rd right title, and interest in the said leasehold Land and the Shares and ordered the Parent Society, to insert the name of any one out of three sons as first shareholder as per provision of section 24 of Maharashtra Co - operative Housing Society Act, 1960.
- 1.13 The Parent Society, accordingly, implemented the aforementioned order of the Hon'ble High Court and on the basis of the Commissioner's Report, effected the transfer of its record, vide transfer No. T-1011 dated November 17, 1998 in the name of Kapurchand, Khimchand and Manchand.
- 1.14 Thereafter, Khimchand expired intestate on or about August 3, 2001, leaving behind his three sons i.e., Ramesh, Jayendra and Pankaj and one daughter i.e., Bhavana, as his only surviving Class I legal heirs, under the provisions of Hindu Succession Act, 1956. It was further represented that Manchand being the co-owner administered the estate of Khimchand for the purpose of redevelopment of the Land.
- 1.15 Kapurchand died in the year 2003 and subsequently, Lalit Kapurchand Doshi ("Lalit"), Mukesh Kapurchand Doshi ("Mukesh") and Nalini Hasmukh Doshi ("Nalini") (*daughter-in-law and the widow of second son of Kapurchand named Hasmukh*) brought themselves as legal heirs and representative of Kapurchand. On the demise of Kapurchand, the aforementioned legal heirs of Kapurchand submitted an Affidavit dated July 25, 2003, by which they requested the Parent Society to transfer the Shares certificate in the name of Lalit to hold the actual 1/3rd undivided share of Kapurchand jointly in the name of Lalit and other co-owners and the Parent Society thereon transmitted its record in favour of Lalit vide transfer No. 1088 dated September 30, 2003 and accordingly the Share Certificate No. 147 was endorsed as follows:

Lalit D. Doshi	}
Mukesh D. Doshi	} 1/3rd Share
Nalini H. Doshi	}
Khimchand	} 1/3rd Share
Manchand	} 1/3rd Share.

- 1.16 Accordingly, three branches of Hemiben were acting individually and

separately i.e., the branch of Khimchand, Kapurchand and Manchand.

- 1.17 Municipal Corporation of Greater Mumbai ("MCGM") issued notice under section 354 of Mumbai Municipal Corporation Act, 1881 dated April 21, 2007 bearing no. PS/BF-II/354/461/AWBF/07-08 and thereby directed to the then owners to carry out substantial and materials repairs to the Tenanted Building.
- 1.18 In and around the month of November 2009, Ramesh, Jayendra and Pankaj had arrived at an arrangement with one Prince Housing and Hospitality Private Limited, a company registered under the Companies Act, 1956 and having its registered office situated at Plot 178, Jawahar Nagar, Road No. 2, Goregaon (West), Mumbai - 400 104 ("Prince Housing"), whereby it was mutually agreed that Ramesh, Jayendra and Pankaj will assign the right of development of their respective 1/3rd undivided share, right, title and interest in the Property at such consideration set out therein. Eventually, Prince Housing paid certain amounts to the aforementioned three parties.
- 1.19 Vide a Development Agreement dated December 2, 2009 ("Raj Arcade DA"), duly registered with the Sub-Registrar of Assurances at Borivali No.7, under registration no. BDR-16/1984/2009, (i) late Manchand (being erstwhile 1/3rd owner); and (ii) Lalit, Nalini and Mukesh (collectively being erstwhile 1/3rd owners of the share of Kapurchand) and one Raj Arcade Private Limited, a company registered under the Companies Act, 1956 and having its registered office situated at A/001, Ratnakar, Gr. Floor, Opp. Natural Ice Cream, Mahavir Nagar, Kandivali (West), Mumbai - 400067 (herein referred to as "Raj Arcade"), the erstwhile 2/3rd owners had granted development rights unto Raj Arcade in respect of their 2/3rd undivided share, right, title and interest in the Property on the terms and conditions more particularly stated therein. Simultaneously, the erstwhile 2/3rd owners also executed a General Power of Attorney, and duly registered the same with the Sub-Registrar of Assurances at Borivali No.7, under registration no. BDR-16/1985/2009 thereby granted certain irrevocable powers in relation to the redevelopment of the 2/3rd share in the Property to Raj Arcade ("Raj Arcade POA").
- 1.20 On December 23, 2009, when the heirs of Khimchand approached for change of its records, the Parent Society asked to submit the Testamentary Papers. The heirs of Khimchand filed T & I. J. Petition No. 381 of 2010 in the Hon'ble High Court of Bombay and on October 15, 2012, Letters of Administration were issued. The Parent Society, again on request of heirs of Khimchand, sought an opinion of Dy. Registrar, of P/South Ward vide its letter dated April 18, 2013 and in response, Dy. Registrar, of P/South Ward informed to the Parent Society that as per Letters of Administration granted by the Hon'ble High Court of Bombay, the heirs' name can be inserted in its record



and the Share Certificate and NOC of First Share Holder i.e., Lalit is not required.

- 1.21 Subsequently, Pankaj died on July 5, 2010 leaving behind him his legal heirs (a) Prafulla Pankaj Doshi (*wife*) ("Prafulla") (b) Manali Pankaj Doshi (*daughter*) ("Manali") and (c) Harshika Pankaj Doshi (*daughter*) ("Harshika") (hereinafter collectively referred to as "Legal Heirs of Pankaj").
- 1.22 On August 10, 2011, Mukesh Kapurchand Doshi died intestate surviving behind him Vaishali Mukesh Doshi (*wife*) ("Vaishali"), Ketan Mukesh Doshi (*son*) ("Ketan"), Ishan Mukesh Doshi (*son*) ("Ishan") and Jarin Mukesh Doshi (*son*) ("Jarin").
- 1.23 The heirs of Khimchand filed S. C. Suit No. 1820 of 2011 in the Bombay City Civil Court, at Dindoshi Branch, against Manchand, Lalit, Mukesh and his wife Vaishali, Nalini and Raj Arcade & others, for a declaration and order of injunction that Manchand was not legally appointed as "Administrator" of the estate of Late Khimchand Doshi.
- 1.24 On September 03, 2011, Manchand expired leaving behind his Will and surviving behind him Harshad Manchand Doshi ("Harshad"), Prakash Manchand Doshi ("Prakash") and heirs of deceased son Pradeep Manchand Doshi i.e., Harsha Pradeep Doshi (*wife*) ("Harsha"), Chirag Pradip Doshi (*son*) ("Chirag") and Kinjal Jigar Shah nee. Kinal Pradeep Doshi (*married daughter*) ("Kinjal"). Harsha, Chirag and Kinjal shall hereinafter be collectively referred to as "Legal Heirs of Pradip".
- 1.25 Pending the said S. C. Suit No. 1820 of 2011, remaining 1/3rd undivided share held by heirs of Khimchand through his sons Ramesh, Jayendra and heirs of Deceased Son Pankaj and Bhavana Kaushal Shah nee Bhavana Khimchand Doshi, executed Agreement for Development dated August 30, 2013 duly registered with the Sub-Registrar of Assurances at Borivali No. 7, bearing registration no. BRL-7/7733/2013, with regards to their 1/3rd undivided share, right, title and interest in land and building in favour of Prince Housing, at the consideration and upon certain terms and conditions, incorporated therein ("Prince Housing DA") and further executed Power of Attorney in favour of Anjali Dharmesh Pandit/Dharmesh Ramcharan Pandit and thereby granted certain irrevocable powers by registered document bearing no. BRL-7/7734 of 2013 ("Prince Housing POA").
- 1.26 On or about in the month of February 2015, MCGM, after completing the statutory formalities *inter alia* recording the name of Erstwhile Tenants and occupants, demolished the Tenanted Building. Being aggrieved by the action of MCGM, the Erstwhile Tenants of the demolished Tenanted Building filed

