

**Date: 27<sup>th</sup> January 2025**

To,  
**MahaRERA**  
6th and 7th Floor,  
Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai-400 051.

**LEGAL TITLE REPORT**

**Sub:** Title Clearance Certificate with respect to ALL that piece and parcel of land **(1)** admeasuring 35512.9 Sq. Meters or thereabouts bearing Survey No. 29, Hissa No. 2 corresponding to CTS Nos. 134, 134/1 to 26, 135, 135/1 to 12, 136, 136/1 to 38, 137, and 137/1 of Village: Dindoshi, Taluka: Borivali, **(2)** land total admeasuring 1306.20 Sq. Meters or thereabouts bearing Survey No. 273/1(pt), CTS No. 738-B/1-A(pt) admeasuring 822.20 Sq. Meters and Survey No. 286 (pt), CTS No. 586(pt) admeasuring 484.00 Sq. Meters of Village; Malad East, Taluka; Borivali, **(3)** land admeasuring 836.00 Sq. Meters or thereabouts bearing Survey No. 273, Hissa No. 1(pt) corresponding to CTS No. 586(pt) of Village; Malad East, Taluka; Borivali, **(4)** land admeasuring 1254.00 Sq. Meters or thereabouts bearing Survey No. 273/1 corresponding to New CTS No. 738-B/1-A(pt) having Old CTS Nos. 738(pt) of Village; Malad East, Taluka: Borivali **aggregating to adms. 38909.10 sq. meter or thereabouts**, all situated in the registration district of Mumbai city and Mumbai Suburban situate, lying and being at Malad (East), Mumbai - 400 097 (hereinafter referred to as the **"SAID PROPERTY"**).



1. I have investigated the title of the said property on the request of **M/S. BAHIST ENTERPRISES PVT. LTD.**, a private limited company, registered under the provisions of Indian Companies Act 1956, having its office at 'C'-16, Safa Marwah, "Bahist Complex", Pathanwadi, Malad (East), Mumbai - 400 097 (hereinafter referred to as "**the Owner/Developer/Promoter**") and following documents i.e.: -

**1) Description of the property:**

ALL that piece and parcel of land **(1)** admeasuring 35512.9 Sq. Meters or thereabouts bearing Survey No. 29, Hissa No. 2 corresponding to CTS Nos. 134, 134/1 to 26, 135, 135/1 to 12, 136, 136/1 to 38, 137, and 137/1 of Village: Dindoshi, Taluka: Borivali, **(2)** land total admeasuring 1306.20 Sq. Meters or thereabouts bearing Survey No. 273/1(pt), CTS No. 738-B/1-A(pt) admeasuring 822.20 Sq. Meters and Survey No. 286 (pt), CTS No. 586(pt) admeasuring 484.00 Sq. Meters of Village; Malad East, Taluka; Borivali, **(3)** land admeasuring 836.00 Sq. Meters or thereabouts bearing Survey No. 273, Hissa No. 1(pt) corresponding to CTS No. 586(pt) of Village; Malad East, Taluka; Borivali, **(4)** land admeasuring 1254.00 Sq. Meters or thereabouts bearing Survey No. 273/1 corresponding to New CTS No. 738-B/1-A(pt) having Old CTS Nos. 738(pt) of Village; Malad East, Taluka: Borivali **aggregating to adms. 38909.10 sq. meter or thereabouts**, all situated in the registration district of Mumbai city and Mumbai Suburban situate, lying and being at Malad (East), Mumbai - 400 097 and bounded as follows:-

On or towards East : By CTS No. 133  
On or towards West : By CTS No. 154  
On or towards North : By CTS No. 738  
On or towards South : By CTS No. 1040

**2) The documents of ownership/development of the said property;**

- (a) Development Agreement dated 30<sup>th</sup> August, 1999 duly registered/confirmed by Deed of Confirmation dated 21<sup>st</sup> February, 2003 duly registered with the office of sub-registrar of assurance at Bandra under Sr. No. BDR-2/01200/2003 Dindoshi Pada Janta Sevak Sangh has granted the development right in respect the said **First Property** mentioned in the schedule hereunder written in favour of the **Owner/Developer/Promoter** herein for the consideration and upon the terms and conditions mentioned therein.
- (b) Indenture of Conveyance dated 02<sup>nd</sup> May 1996 duly registered with the office of sub-registrar of assurance at Bombay under Sr. No. BBJ-1696/1996 Nusli Neville Wadia, Maureen N. Wadia, Rajesh Kumar Batra, Hudrali Subbana Srinivas being the Trustees of F E Dinshaw Trust and Mr. Nusli Neville Wadia being the Administrator of the Estate of Edulji Framroze Dinshaw have sold assigned transferred and conveyed the said **second property** mentioned in the schedule hereunder written in favour of Mr. Abdul Satar Haji Ismail i.e. one of the Director of the **Owner/Developer/Promoter** herein for the

consideration and on the terms and conditions mentioned therein.

- (c) Deed of Conveyance dated 24<sup>th</sup> February, 1989 duly registered with the office of sub-registrar of assurance at Bombay under Sr. No. P-BBJ/936/1989 Mohammed Jalal Habib Shaikh being the Owner with the confirmation of Habid Ali Mohammed Avera have sold assigned transferred and conveyed the said **Third Property** mentioned in the schedule hereunder written in favour of Mr. Kasam Haji Ismail i.e. one of the Director of the **Owner/Developer/Promoter** herein for the consideration and on the terms and conditions mentioned therein.
- (d) Development Agreement dated 14<sup>th</sup> October, 2003 duly executed the said Mohammed Hanif Gulam Rasool Dosan, Mohammed Gulam Rasool Dosan, Nazir Ali Gulam Rasool Dosan, Mahboobali Gulam Rasool Dosan have granted development right in respect the said **Fourth property** mentioned in the schedule hereunder written in favour of the **Owner/Developer/Promoter herein** for the consideration and on the terms and conditions mentioned therein.
- (e) Notification published in the Maharashtra Government Gazette Part-I on Page No. 2022, dated 27.10.1977.
- (f) Order dated 29.12.2015 passed by Ld. Charity Commissioner in Application No. 1 of 2010 with respect to the said property.



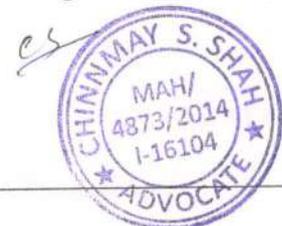
**3) Revenue Records**

- (a) Property Registered Card of Survey No. 29, Hissa No. 2 corresponding to CTS Nos. 134, 134/1 to 26, 135, 135/1 to 12, 136, 136/1 to 38, 137, and 137/1 of Village: Dindoshi, Taluka: Borivali, Survey No. 273/1(pt), CTS No. 738-B/1(pt) and Survey No. 286 (pt), CTS No. 586(pt) admeasuring 484.00 Sq. Meters of Village; Malad East, Taluka; Borivali, Survey No. 273, Hissa No. 1(pt) corresponding to CTS No. 586(pt) of Village; Malad East, Taluka; Borivali and Survey No. 273/1 corresponding to New CTS No. 738-B/1-A(pt) having Old CTS Nos. 738(pt) of Village; Malad East, Taluka: Borivali.

**4) Search undertaken at the office of Sub-registrar of Assurances:**

- (a) I have caused searches to be undertaken at the office of the concerned Sub-registrar of Assurances through search clerk for the period of 60 year from 1995 to 2025. In this regard, the search clerk has furnished me search report dated 26.01.2025, details of the same are set out in the **Annexure - "A"**.

2. On perusal of the above mentioned documents and all other relevant documents as set out in the **Annexure - "A"** and subject to (i) all that is stated herein above and in **Annexure - "A"**, (ii) the terms and conditions of all the approvals obtained by the Owner/Promoter from time to time and (iii) obtainment of all the permissions and approvals for the development of the said property, **I am of the opinion that, the title of M/S. BAHIST ENTERPRISES PVT. LTD., to the said property is clear and marketable and** has the right to develop the said property.



3. **Owners of the Land:**

- (i) Dindoshi Pada Janta Sevak Sangh is the Owner of ALL that piece and parcel of land admeasuring 35512.9 Sq. Meters or thereabouts bearing Survey No. 29, Hissa No. 2 corresponding to CTS Nos. 134, 134/1 to 26, 135, 135/1 to 12, 136, 136/1 to 38, 137, and 137/1 of Village; Dindoshi, Taluka; Borivali, in the registration district of Mumbai city and Mumbai suburban together with structures standing thereon, situate, lying and being at Malad (East), Mumbai - 400 097.
- (ii) **Mr. Abdul Satar Haji Ismail** i.e. one of the Director of **M/S. BAHIST ENTERPRISES PVT. LTD.**, is the owner of ALL that piece and parcel of land total admeasuring 1306.20 Sq. Meters or thereabouts bearing Survey No. 273/1(pt), CTS No. 738-B/1(pt) admeasuring 822.20 Sq. Meters and Survey No. 286 (pt), CTS No. 586(pt) admeasuring 484.00 Sq. Meters of Village; Malad East, Taluka; Borivali, in the registration district of Mumbai city and Mumbai suburban together with structures standing thereon, situate, lying and being at Malad (East), Mumbai -400 097.
- (iii) **Mr. Kasam Haji Ismail** i.e. one of the Director of **M/S. BAHIST ENTERPRISES PVT. LTD.**, is the owner of ALL that piece and parcel of land admeasuring 836.00 Sq. Meters or thereabouts bearing Survey No. 273/1(pt), Hissa No. 1(pt) corresponding to CTS No. 586(pt) of Village; Malad East, Taluka; Borivali, in the registration district of Mumbai city and Mumbai suburban

together with structures standing thereon, situate, lying and being at Malad (East), Mumbai - 400 097.

- (iv) **Mohammed Hanif Gulam Rasool Dosan, Mohammed Gulam Rasool Dosan, Nazir Ali Gulam Rasool Dosan and Mahboobali Gulam Rasool Dosan** is the owner of ALL that piece and parcel of land admeasuring 1254.00 Sq. Meters or thereabouts bearing Survey No. 273/1 corresponding to New CTS No. 738-B/1-A(pt) having Old CTS Nos. 738(pt) of Village; Malad East, Taluka: Borivali, in the registration district of Mumbai city and Mumbai suburban together with structures standing thereon, situate, lying and being at Malad (East), Mumbai - 400 097.

The report reflecting the flow of the title of the Promoter with respect to the said property is enclosed herewith at **Annexure- "A"**. This +Legal Title Report must be read together with all that is stated in the **Annexure- "A"**.

**Dated this 27<sup>th</sup> day of January, 2025**

**For Vankawala & Ramaswamy**

**Advocates & Solicitors**

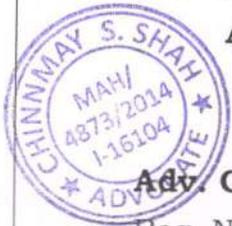
FOR VANKAWALA & RAMASWAMY

*Chinnmay S. Shah*

PARTNER

**Adv. Chinnmay S. Shah**

Reg. No. MAH/4873/2014



**Enc: Annexure - "A"**- Flow of title of the said land.

**Annexure - "A"**

**FLOW OF THE TITLE OF THE SAID LAND**

**1. Ownership of the said Property**

- a.** Originally Dindoshi Pada Janta Sevak Sangh, a Public Trust registered under the Bombay Public Trust Act, 1950 under registration No. E-3578(BOM) is seized and possessed of and/or otherwise well and sufficiently entitled to ALL that piece and parcel of land admeasuring 35512.9 Sq. Meters or thereabouts bearing Survey No. 29, Hissa No. 2 corresponding to CTS Nos. 134, 134/1 to 26, 135, 135/1 to 12, 136, 136/1 to 38, 137, and 137/1 of Village; Dindoshi, Taluka; Borivali, in the registration district of Mumbai city and Mumbai suburban together with structures standing thereon, situate, lying and being at Malad (East), Mumbai - 400 097 (for the sake of brevity hereinafter referred to as the "**Said First Property**");
- b.** By Development Agreement dated 30<sup>th</sup> August, 1999 duly registered/confirmed by Deed of Confirmation dated 21<sup>st</sup> February, 2003 duly registered with the office of sub-registrar of assurance at Bandra under Sr. No. BDR-2/01200/2003 Dindoshi Pada Janta Sevak Sangh has granted the development right in respect the said **first property** in favour of M/S. BAHIST ENTERPRISES PVT. LTD., for the consideration and on the terms and conditions mentioned therein;
- c.** Originally, Nusli Neville Wadia, Maureen N. Wadia, Rajesh Kumar Batra, Hudrali Subbana Srinivas being the Trustees of F E Dinshaw

Trust, were seized and possessed of and/or otherwise well and sufficiently entitled to ALL that piece and parcel of land total admeasuring 1306.20 Sq. Meters or thereabouts bearing Survey No. 273/1(pt), CTS No. 738-B/1(pt) admeasuring 822.20 Sq. Meters and Survey No. 286 (pt), CTS No. 586(pt) admeasuring 484.00 Sq. Meters of Village; Malad East, Taluka; Borivali, in the registration district of Mumbai city and Mumbai suburban together with structures standing thereon, situate, lying and being at Malad (East), Mumbai - 400 097 (for the sake of brevity hereinafter referred to as the “**Said Second Property**”);

d. By Indenture of Conveyance dated 02<sup>nd</sup> May 1996 duly registered with the office of sub-registrar of assurance at Bombay under Sr. No. BBJ-1696/1996 Nusli Neville Wadia, Maureen N. Wadia, Rajesh Kumar Batra, Hudrali Subbana Srinivas being the Trustees of F E Dinshaw Trust and Mr. Nusli Neville Wadia being the Administrator of the Estate of Edulji Framroze Dinshaw have sold assigned transferred and conveyed the said **second property** in favour of Mr. Abdul Satar Haji Ismail i.e. one of the Director of M/S. BAHIST ENTERPRISES PVT. LTD., for the consideration and on the terms and conditions mentioned therein.

e. Originally Mohammed Jalal Habib Shaikh is seized and possessed of and/or otherwise well and sufficiently entitled to ALL that piece and parcel of land admeasuring 836.00 Sq. Meters or thereabouts bearing Survey No. 273/1(pt), Hissa No. 1(pt) corresponding to CTS No. 586(pt) of Village; Malad East, Taluka; Borivali, in the registration district of Mumbai city and Mumbai suburban together

1<sup>st</sup> Floor, Vrindavan, Near Shubham Hall, Vallabhkhai Road, Vile Parle West), Mumbai – 400 056.

with structures standing thereon, situate, lying and being at Malad (East), Mumbai - 400 097 (for the sake of brevity hereinafter referred to as the "**Said Third Property**");

f. By Deed of Conveyance dated 24<sup>th</sup> February, 1989 duly registered with the office of sub-registrar of assurance at Bombay under Sr. No. P-BBJ/936/1989 Mohammed Jalal Habib Shaikh being the Owner with the confirmation of Habid Ali Mohammed Avera have sold assigned transferred and conveyed the said **Third Property** in favour of Mr. Kasam Haji Ismail i.e. one of the Director of M/S. BAHIST ENTERPRISES PVT. LTD., for the consideration and on the terms and conditions mentioned therein.

g. Originally Mohammed Hanif Gulam Rasool Dosan, Mohammed Gulam Rasool Dosan, Nazir Ali Gulam Rasool Dosan, Mahboobali Gulam Rasool Dosan are seized and possessed of and/or otherwise well and sufficiently entitled to ALL that piece and parcel of land admeasuring 1254.00 Sq. Meters or thereabouts bearing Survey No. 273/1 corresponding to New CTS No. 738-B/1-A(pt) having Old CTS Nos. 738(pt) of Village; Malad East, Taluka: Borivali, in the registration district of Mumbai city and Mumbai suburban together with structures standing thereon, situate, lying and being at Malad (East), Mumbai - 400 097 (for the sake of brevity hereinafter referred to as the "**Said Fourth Property**");

h. By Development Agreement dated 14<sup>th</sup> October, 2003 duly executed the said Mohammed Hanif Gulam Rasool Dosan, Mohammed Gulam Rasool Dosan, Nazir Ali Gulam Rasool Dosan, Mahboobali Gulam



Rasool Dosan have granted development right in respect the said **Fourth property** in favour of M/S. BAHIST ENTERPRISES PVT. LTD., for the consideration and on the terms and conditions mentioned therein.

- i. For the sake of brevity, the said first, second, third and fourth property hereinafter collectively referred to as '**Said Property**' and more particularly described in the **Schedule** herein under written.
- j. The said property is duly declared as a **SLUM** under section 4(1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 (**called "Slum Area"**) as per the Notification published in the Maharashtra Government Gazette Part-I on Page No. 2022, dated 27.10.1977. The said property is occupied by various slum dwellers
- k. On the basis of the above subject to aforesaid, I consider that the **M/S. BAHIST ENTERPRISES PVT. LTD.**, has the right to develop the said property as mentioned in the schedule hereunder and their title to develop the said property is clear, free and marketable.
- l. The Promoter have put the plan for development of the said property under single layout and accordingly have obtained layout plan duly approved on 4.12.2023 for the entire land. The Promoter is carrying out development in respect of the said Property in Phase wise manner under a single layout by constructing or proposed to be constructed diverse buildings thereon and each of the said phases which is registered or to be registered as a separate project with the

Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("Act") and the rules made thereunder, out of which some of the building are as under:

- (i) Building No.20,
- (ii) Building No.21,
- (iii) Building No.24,
- (iv) Building No.25,
- (v) Building No.33,
- (vi) Building No.29,
- (vii) Building No.30,
- (viii) Building No.39,
- (ix) Building No.1A,
- (x) Building No.2A,
- (xi) Building No.3A
- (xii) Building No.4A Building No.5A,
- (xiii) Masjid

(xiv) and in future there are various other building/s to be constructed as Rehab Building/ Sale Building/Amenities Building with amenities and facilities such as Recreational Garden (R.G.) for the layout, Amenity open space to be transferred to the Municipal Corporation of Greater Mumbai Internal access/road/DP Road, etc. being common for all phases.



**A.** Following are the reservations affecting the said Land:

- i. Area admeasuring about 1741.86 square meters is affected by 18.30 meters DP Road; The said DP road is already handed over to MCGM, and MCGM accordingly have issued Possession Receipt bearing No. ACPN/22734/AEM dated 8.5.2023
- ii. Area admeasuring about 1054.12 square meters is affected by 12.20 meters DP Road;
- iii. On portion of the said property i.e. on area admeasuring 1331.00 sq. mtrs. there is existing Mosque

**B.** On a portion admeasuring 2211.94 sq. meter out of the said Entire Property, delineated and with a green colour boundary line on the plan annexed hereto and marked as Annexure “C” of the Agreement, the Promoter is undertaking development of free sale buildings i.e. building no. 5A forming part of the slum rehabilitation scheme implemented / to be implemented with respect to the entire Land (for the sake of brevity herein after referred as ‘project land’).

**C.** On the balance portion of the Entire Land (i.e. land other than the project land) (“Balance Land”), the Promoter shall be entitled to construct building/s which will inter-alia comprise of a mixed use of residential / commercial / other users, shopping complexes / malls, schools, retail shops, hotels, hospitals, rehab buildings, composite buildings, buildable reservations, and such other users as may be

permitted from time to time, in one or more phases, as the Promoter deems fit and proper.

**2. Mortgages/Encumbrances**

The promoter has declared that there are no mortgages and/or encumbrances created on the said property and/or the development rights thereof.

**3. Third Party Rights**

The promoter and owners have declared that there are no allotments and pre-sales undertaken with regards to the premises to be constructed on the said land.

**4. Real Estate Regulatory Authority**

The promoter has declared that the project of development of the said land is not yet registered as a 'real estate project' with Maharashtra Real Estate Regulatory Authority ("**MAHARERA**") under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**").

**5. Litigations:**

- a. On 20.08.2009 the said Trust 'Dindoshi Pada Janta Sevak Sangh' have filed an Application No. 1 of 2010 before the Ld. Charity Commissioner u/s. 36(1)A of Bombay Public Trust Act seeking permission for sale of the said property and which was ultimately allowed by the Ld. Charity Commissioner vide his Order dated 29.12.2015.



- b.** Being aggrieved by the said Order dated 29.12.2015 of Ld. Charity Commissioner, a Writ Petition (L) No. 1711 of 2016 came to be filed in the Hon'ble Bombay High Court in OOCJ by the petitioner claiming to be the proposed trustee of Dindoshi Pada Janta Sevak Sangh against the State of Maharashtra & Promoters and others.
- c.** An Application No. 02 of 2023 is filed under section 41-E of Maharashtra Public Trust Act, 1950 by one Mr. Mehmood Anwar Shaikh & Mr. Nabimiya Bhikamiya Saiyed against the said trust "Dindoshi Pada Janta Sevak Sangh Trust" & 8 others for the reliefs more particularly mentioned therein.
- d.** Below is also the list of matter which is pending with respect to the said property;
- i. Writ Petition No. 2887 of 2016.
  - ii. Notice of Motion No. 319 of 2016.
  - iii. Writ Petition No. 1579 of 2024
  - iv. Writ Petition No. 1371 of 2024.

**6. Public Notice**

- (a) We have not received any objection in respect of the Public Notice caused by us in two daily newspapers.

**7. Searches**

(a) **Sub-Registrar of Assurances**

- (i) I have caused to undertake searches at the office of the concerned Sub-Registrar of Assurances through search clerk for the said land. In this regard, the search clerk has furnished

me with a Search Report dated 26<sup>TH</sup> January 2025 (**Sub-Registrar Search Report**”).

- (ii) The promoter has declared that save and except the developer title documents none of the documents pertains to the said land and/or the development thereof in the report.

**Dated this 27<sup>th</sup> day of January, 2025**

**For Vankawala & Ramaswamy**

**Advocates & Solicitors**



FOR VANKAWALA & RAMASWAMY

*Chinnmay S. Shah*

**PARTNER**

**Adv. Chinnmay S. Shah**

Reg. No. MAH/4873/2014