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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 the Properties CTS No 663, 663/1 to 5, 666, 666/1 to 10 amalgamated with CTS No 668, 668/1 to 8 admeasuring of total 1588.6 sq. mtrs (as defined hereafter).

Plot No.	CTS No	Area in Sq. Mtrs as per Property Card
134	668, 668/1 to 8	492.9
135	666, 666/1 to 10	615.7
136	663, 663/1 to 5	480.0
	Total	1588.6

- I. We have investigated the title with respect to the leasehold and development rights to the Properties (as defined hereinbelow) on the request of **ARIHA GLOBE LLP**, of Ariha Group, a limited liability partnership firm, registered under the provisions of the Limited Liability Partnership Act, 2008 bearing registration no. ACC-6282, having PAN No. ACCFA9970H and having its registered office at G-1, Washington Plaza, Topiwala Lane, Goregaon West, Mumbai 400 062, Maharashtra, India represented through its partner **Dhruman S. Shah**, (hereinafter referred to as the "Lessee/Developer") and following documents i.e.: -

1) Description of the Land

- (a) leasehold rights in all that pieces and parcels of leasehold land bearing Plot No. 134, forming part of Survey No. 105 to 110, 146 (part) and 147 (part) and corresponding CTS No. 668, 668/1 to 668/8, admeasuring about 700 (Seven Hundred) square yards, equivalent to 585 (Five Hundred and Eighty-Five)



square meters [without taking into account the set-back area of 64 (Sixty-Four) square yards acquired by Brihanmumbai Municipal Corporation] (as per the records of the Jawahar Nagar Co-operative Housing Society Limited) and admeasuring about 492.9 (Four Hundred and Ninety Two point Nine) square meters (as per the property register cards), forming part of the estate of the Jawahar Nagar Co-operative Housing Society Limited, and granted on lease by them, lying and being situated at Village Pahadi Goregaon West, Taluka Goregaon, Mumbai - 400 104, within the Registration District and Sub-District of Mumbai Suburban, ("Plot 134") along with the ownership rights in a tenanted building, then standing thereon and now demolished, which was known as 'Ganesh Bhuvan', then consisting of ground plus 2 (Two) upper floors plus part terrace floor, then comprising of 20 (Twenty) tenements, including a terrace floor room ("134 Building"), and 10 (Ten) Shares of Rs. 10/- (Indian Rupees Ten only) each, bearing distinctive numbers 1491 to 1500 (both inclusive) ("134 Shares"), evidenced by Share Certificate No. 150 dated September 24, 1985 issued by the Jawahar Nagar Co-operative Housing Society Limited ("134 Share Certificate"). The Plot 134 along with the 134 Building and the 134 Shares shall hereinafter be collectively referred to as "Property 134" and is more particularly described in the First Schedule hereunder written;

- (b) leasehold rights in all that pieces and parcels of leasehold land bearing Plot No. 135, and bearing C.T.S. No. 666, 666/1 to 666/10, admeasuring about 700 (Seven Hundred) square yards (as per the records of the Parent Society) and admeasuring about 615.7 (Six Hundred and Fifteen point Seven) square meters (as per the property register cards) equivalent to 736.37 (Seven Hundred and Thirty-Six point Three Seven) square yards or thereabout, forming part of the estate of the Jawahar Nagar Co-operative Housing Society Limited, lying and being situated at Village Pahadi Goregaon West, Taluka Goregaon, Mumbai - 400 104, within the Registration District and Sub District of Mumbai Suburban ("Plot 135") along with the ownership rights in a tenanted building, then standing thereon and now demolished, which was then known as 'Chandra Vihar', then consisting of ground plus 3 (Three) upper floors plus a terrace floor, comprising of 21 (Twenty-One) tenements including a terrace floor room ("135 Building") and 8 (Eight) room structures in the form of a chawl ("135 Chawl"), on the Plot 135 and now demolished ("135 Chawl") and ownership rights in 10 (Ten) Shares of Rs. 10/- (Indian Rupees Ten only) each, bearing distinctive numbers 1501 to 1510 (both inclusive) ("135 Shares"), evidenced by Share Certificate No. 151 dated September 24, 1985 issued by the Parent Society ("135 Share Certificate"). The Plot 135, 135 Building, 135 Chawl and 135 Shares shall hereinafter be collectively referred to as "Property 135" and is more particularly described in the Second Schedule hereunder written;
- (c) development rights in all that pieces or parcels of land bearing Plot No. 136 and bearing CTS No. 663, 663/1 to 663/5, admeasuring about 501.60 (Five Hundred



and One Point Six) square meters or thereabouts originally and after road set back admeasuring **480 (Four Hundred and Eighty) square meters** (as per the property register cards), forming part of the estate of the Jawahar Nagar Co-operative Housing Society Limited, lying and being situated at Road No. 9, Jawahar Nagar, Village Pahadi Goregaon (West), Taluka Goregaon, within the Registration District of Sub-district of Mumbai Suburban, Mumbai 400 104 ("Plot 136") along with a tenanted building standing thereon known as "Bhatruchaya" and comprising of ground plus 5 (Five) upper floors and having 15 (Fifteen) residential rooms ("136 Building"). The Plot 136, and the 136 Building shall hereinafter be collectively referred to as the "Property 136". The Property 136 is more particularly described in the Third Schedule herein under written

Property 134, Property 135 and Property 136 shall hereinafter be collectively referred to as "**Properties**".

2) The documents of title of the Land:

Property 134

- a. Photocopy of the Memorandum dated April 11, 2022, bearing no. Adivasi/27A15/Pra.Kra.387/Ja-4A, issued by the Under Secretary, Revenue and Forest Department, Government of Maharashtra
- b. Photocopy of the Order dated July 28, 2023, bearing no. mahasul/kaksha.1/Te.Tenancy/Adi.Vi.Pa/SR-07/2023, passed by the District Collector, Palghar
- c. Photocopies of the Property Register Cards of Plot 134
- d. Photocopy of the Share Certificate No. 150 dated September 24, 1985
- e. Photocopy of the Indenture dated April 25, 1972, duly registered with the Sub-Registrar of Assurances at Bandra under serial no. P/403 of 1972
- f. Photocopy of the letter dated September 09, 2007, bearing reference no. 127/134/0708, by the Parent Society
- g. Photocopy of the agreement for assignment dated September 9, 2007 duly registered with the Sub-Registrar of Assurance at Borivali No. 6



under serial no. BDR-12/10113/2010

- h. Photocopy of the Death Certificate of Amratben
- i. Photocopy of the notarised Affidavit dated September 20, 2010
- j. Photocopy of the Deed of Confirmation dated September 29, 2010
- k. Photocopy of the Development Agreement dated November 23, 2020, duly registered with the Sub-Registrar of Assurances at Borivali No. 1 on December 16, 2020, under serial no. BRL-1/10301/2020
- l. Photocopy of the Index II of the Deed of Rectification dated February 23, 2021, duly registered with the Sub-registrar of Assurances at Borivali No. 1 under serial no. BRL-1/2644/2021
- m. Photocopy of the letter dated January 13, 2024, bearing reference no. 136/134/2023-24 issued by the Parent Society
- n. Photocopy of the Deed of Assignment dated December 12, 2023, duly registered with Sub-Registrar of Assurances at Borivali No. 6, under serial no. BRL-6/26165/2023
- o. Photocopy of the Sale Deed dated August 03, 2023, duly registered with the Sub-Registrar of Assurances at Palghar-s2, under serial no. PLR-2/5324/2023
- p. Photocopy of the Order dated June 27, 2024 bearing no. mahasul/kaksha.1/Te.1/NAP/SR-193/2023 issued by the Collector's Office, Palghar

Property 135

- a. Photocopies of the Property Register Cards of Plot 135
- b. Photocopy of the old share certificate bearing no. 135 dated November 1, 1948
- c. Photocopy of the new share certificate dated September 24, 1985, bearing no. 151
- d. Photocopy of the Indenture dated April 18, 1968 duly registered with the Sub-Registrar of Assurances at Bandra bearing registration no. 818

of 1968 in Book no. 1, Pages 95 to 98

- e. Photocopy of the will dated July 20, 1995 and duly registered with the Sub-registrar of Assurances at Borivali under serial no. BDR-/2-2794-6-1998
- f. Photocopy of the will dated July 7, 1997 duly registered with the Sub-registrar of Assurances at Borivali under serial no. BDR-/2-2793-6-1998
- g. Photocopy of the death certificate of Laxmishankar
- h. Photocopy of the letter dated September 30, 1999, bearing reference no. 41/135/99MM issued by the Parent Society
- i. Photocopy of the Order dated August 26, 2003 passed by the Hon'ble Bombay High Court
- j. Photocopy of the death certificate of Chandrakala
- k. Photocopy of the Order dated August 31, 2015 passed by the Hon'ble City Civil Court
- l. Photocopy of the death certificate of Shravan
- m. Photocopy of the notice dated September 23, 2021 issued by the MCGM
- n. Photocopy of the Writ Petition bearing stamp no. WPST/13323/2022, dated June 7, 2022 registered on January 12, 2023 under registration no. WP/490/2023
- o. Photocopy of the Release Deed dated January 20, 2023 and duly registered with the Sub-Registrar of Assurances at Borivali-7 under serial no. BRL-7/873/2023
- p. Photocopy of the Release Deed dated January 23, 2023 and duly registered with the Sub-Registrar of Assurances at Borivali-7 under serial no. BRL-7/974/2023
- q. Photocopy of the Release Deed dated January 24, 2023 and duly registered with the Sub-Registrar of Assurances at Borivali-7 under serial no. BRL-7/1112/2023
- r. Photocopy of the Order dated September 15, 2023 passed by the Hon'ble



High Court of Bombay

- s. Photocopy of the Consent Terms dated September 27, 2023
- t. Photocopy of the unilateral Affidavit cum Declaration dated September 27, 2023
- u. Photocopy of the order dated September 27, 2023 passed by the Hon'ble City Civil Court
- v. Photocopy of the consent terms dated September 27, 2023
- w. Photocopy of the order dated September 27, 2023 passed by the Hon'ble High Court of Bombay
- x. Photocopy of the letter dated October 03, 2023, bearing reference no. 86/135/2023-24 issued by the Parent Society
- y. Photocopy of the Deed of Assignment of Lease dated September 27, 2023, duly registered with the Sub-registrar of Assurances at Borivali no. 6, under serial no. BRL-6-20660-2-2023
- z. Photocopy of the Power of Attorney dated September 27, 2023, duly registered with Sub-Registrar of Assurance at Borivali No. 6 under serial no. BRL-6/20666/2023
 - aa. Photocopy of the order dated October 04, 2023, passed by the Hon'ble High Court of Bombay
 - bb. Photocopy of the order dated March 04, 2024 passed by the Hon'ble High Court of Bombay
 - cc. Photocopy of the order dated March 05, 2024 passed by the Hon'ble High Court of Bombay

Property 136

- a. Photocopy of the Development Agreement dated November 30, 2023, duly registered with the Sub-Registrar of Assurance at Borivali No. 7, under serial no. BRL-7/18606/2023
- 3) Copy of the Property Register Cards of the Properties.
- 4) Search Report dated December 10, 2024 issued by title investigator Manoj



N. Satam, reporting the outcome of the search taken in the offices of Sub-Registrar of Assurances at Mumbai and Bandra from the year 1995 to 2024 for a period of 30 (Thirty) years and Borivali and Goregaon (BRL-1 to BRL-9) Computer Records from the year 2002 to 2024 for a period of 23 (Twenty-Three) years in respect of the Property 134. The Search Report did not reveal any adverse entry/transfer with respect to the Property 134.

- 5) Search Report dated December 10, 2024 issued by title investigator Manoj N. Satam, reporting the outcome of the search taken in the offices of Sub-Registrar of Assurances at Mumbai and Bandra from the year 1995 to 2024 for a period of 30 (Thirty) years and Borivali and Goregaon (BRL-1 to BRL-9) Computer Records from the year 2002 to 2024 for a period of 23 (Twenty-Three) years in respect of the Property 135. The Search Report did not reveal any adverse entry/transfer with respect to the Property 135.
 - 6) Search Report dated December 10, 2024 issued by title investigator Manoj N. Satam, reporting the outcome of the search taken in the offices of Sub-Registrar of Assurances at Mumbai and Bandra from the year 1995 to 2024 for a period of 30 (Thirty) years and Borivali and Goregaon (BRL-1 to BRL-9) Computer Records from the year 2002 to 2024 for a period of 23 (Twenty-Three) years in respect of the Property 136. The Search Report did not reveal any adverse entry/transfer with respect to the Property 136.
 - 7) Public Notices in English newspaper called "Business Standard" and one in the Marathi newspaper called "Pratahkal" both published on December 06, 2024. We did not receive any claim in response to the Public Notices.
 - 8) We have obtained a duly notarised declaration dated December 19, 2024 from the Lessee/Developer regarding their right, title and interest to the Land.
 - 9) We have also raised requisition on title of the Owner to the Land, which were duly answered by the Lessee/Developer on December 19, 2024.
- II. On perusal of the above-mentioned documents and all other relevant documents relating to title of the Properties, we are of the opinion that subject to the qualifications herein, the Lessee/Developer's title to the Properties is free, clear, marketable and free from encumbrances and the development rights granted in favour of the Lessee/Developer with respect to the Properties are



valid and subsisting.

III. Further, there are no on-going litigations with respect to Land as on date.

Owner of the Properties

(1) Jawahar Nagar Co-operative Housing Society Limited

Lessee of the Properties

(2) With respect to Property 134 – Ariha Globe LLP

(3) With respect to Property 135 – Ariha Globe LLP

(4) With respect to Property 136 – Rajendra, Hansa, Digisha, Reshma, Pradip and Manish

(5) Qualifying comments/remarks: (i) Due Updation of the name of the Lessee/Developer on the Property Register Cards of Plot 134 and deletion of the name of Thackorbhai from the Property Register Cards of Plot 134; (ii) Due Updation of the name of the Lessee/Developer on the Property Register Cards of Plot 135 and deletion of the name of Laxmishankar and Shravan (*recorded as Encumbrance*) from the Property Register Cards of Plot 135; (iii) Due Updation of the names of partners of Lessee/Developer in the records of the Parent Society with respect to Property 134 and Property 135; (iv) Rights of Tenants on the Property 134 and Property 135 and rights of Owners and Tenants on Property 136; (v) Obtaining No-Objection Certificate of the Parent Society for the purpose of development of the Properties; (vi) Due compliance with the terms and conditions of the Development Plan Remarks, 2034 dated October 26, 2023; (vii) Compliance with the terms and conditions of the approvals/permissions issued by the concerned authorities including but not limited to the LOI and IOA as defined hereunder in the flow of the title annexed herewith.

IV. The report reflecting the flow of the title of the Lessee/Developer to the

Properties is enclosed herewith as annexure.

Encl: Annexure.

Date: December 21, 2024



ADV. JAINA SHAH
Founder,
JS Law Associates



FLOW OF THE TITLE OF THE LAND

On perusal of the documents, information and title deeds provided to us with respect to Property 134, our observations are as under:

1. By an Indenture dated April 25, 1972, duly registered with the Sub-Registrar of Assurances at Bandra under serial no. P/403 of 1972 executed by and between the Parent Society (*therein referred to as the Lessor*) and one Amratben Virchand Shah ("Amratben") (*therein referred to as the Lessee*), the Parent Society demised unto Amratben, the Plot 134 for a term of 998 (Nine Hundred and Ninety-Eight) years ("134 Indenture") for such rent and on such terms and conditions as set out therein;
2. The share certificate with respect to 10 (Ten) shares bearing distinctive nos. 1331 to 1340 (both inclusive) having face value of Rs. 100 (Indian Rupees One Hundred Only) each ("134 Old Shares") was transferred in the name of Amratben;
3. Thereafter, Amratben commenced the construction of a building on the Plot 134 i.e., the 134 Building. The tenements in the 134 Building were rented out on tenancy basis to various tenants ("Tenants of the 134 Buildings"). However, the Lessee/Developer has declared and represented to us in the Declaration that the occupation certificate with respect to the 134 Building is not traceable and cannot be found. Hence, we have not inspected the said document and our review to that extent is limited;
4. In and around 1985, the Parent Society reduced the face value of the shares from Rs. 100/- (Indian Rupees One Hundred Only) to Rs. 10/- (Indian Rupees Ten Only) each. Hence, the Parent Society issued a new share certificate in the name of Amratben bearing no. 150 i.e., the 134 Share Certificate with respect to 10 (Ten) shares of face value Rs. 10/- (Indian Rupees Ten Only) each and bearing distinctive nos. 1491 to 1500 (*both inclusive*) i.e., the 134 Shares;
5. Amratben was then desirous to transfer and assign her rights, title and interest in the Property 134 in favour of one Thackorbhai Gokalbhai Bhakta ("Thackorbhai"). Vide a letter dated September 09, 2007, bearing reference no. 127/134/0708, the Parent Society granted its no-objection to transfer/assignment of the rights, title and interest of Amratben in the Plot 134 in favour of Thackorbhai;
6. Accordingly, by virtue of an unregistered agreement for assignment dated September 9, 2007, executed by and between Amratben (*therein referred to as the Assignor*) and Thackorbhai (*therein referred to as the Assignee*), Amratben agreed to transfer and assign the Plot 134 along with the 134 Building thereon, for the unexpired residuary term of lease of 998 (Nine Hundred and Ninety-Eight) years

under the 134 Indenture, along with the benefit of the 134 Shares, for such consideration and on such term and conditions as set out therein ("134 Assignment");

7. On March 10, 2008, Amratben died intestate leaving behind her husband Virchand L. Shah ("Virchand") and her children (i) Bharat Virchand Shah (*son*) ("Bharat") and (ii) Meeta Virchand Shah (*daughter*) ("Meeta") as her only surviving legal heirs. Virchand, Bharat and Meeta shall hereinafter collectively referred to as "**Legal Heirs of Amratben**". The Legal Heirs of Amratben executed a notarised Affidavit dated September 20, 2010 whereby the Legal Heirs of Amratben stated and represented that they are the only legal heirs and successors of Amratben;
8. Thereafter, Vide a Deed of Confirmation dated September 29, 2010, executed by and between Amratben (*since deceased*) (*therein referred to as the Assignor*) represented through her legal heirs i.e., the Legal Heirs of Amratben herein (whereby Bharat and Meeta were represented by their constituted power of attorney holder Virchand) and Thackorbhais (*therein referred to as the Assignee*), the Legal Heirs of Amratben along with Thackorbhais, *inter alia* ratified and confirmed the 134 Assignment and further confirmed that the 134 Assignment shall continue in full force and operative and take effect and be binding upon the Legal Heirs of Amratben and Thackorbhais and further registered the 134 Assignment with the Sub-Registrar of Assurance at Borivali No. 6 under serial no. BDR-12/10113/2010;
9. The Parent Society endorsed the name of Thackorbhais, on the 134 Share Certificate vide transfer register no. T-1268 dated March 27, 2011;
10. Accordingly, Thackorbhais acquired the right, title and interest in the 134 Property;
11. Subsequently, vide a Development Agreement dated November 23, 2020, duly registered with the Sub-Registrar of Assurances at Borivali No. 1 on December 16, 2020, under serial no. BRL-1/10301/2020 ("134 Development Agreement"), executed by and between Thackorbhais (*therein referred to as the Member/Lessee*) and one Aum Sagar Developers LLP ("Aum Sagar") (*therein referred to as the Developers*), Thackorbhais granted, confirmed and conferred the development rights in respect of the Plot 134 in favour of Aum Sagar, for such consideration and on the terms and conditions as set out therein.
12. Further, vide a Deed of Rectification dated February 23, 2021, duly registered with the Sub-registrar of Assurances at Borivali No. 1 under serial no. BRL-1/2644/2021 executed by and between Thackorbhais (*therein referred to as the Member/Lessee*) and Aum Sagar (*therein referred to as the Developers*) ("134 Deed of Rectification"), whereby Thackorbhais and Aum Sagar rectified the City Survey Number, which was wrongly recorded in 134 Development Agreement by

inadvertance.

13. The 134 Development Agreement and the 134 Deed of Rectification shall hereinafter be collectively referred to as the "134 Development Agreements".
14. In and around 2023, due to certain unavoidable circumstances, Thackorbhais and Aum Sagar could not further materialize the terms and conditions of the 134 Development Agreements.
15. The Lessee/Developer then approached Thackorbhais for the purpose of acquiring the right, title and interest in the Property 134 and subsequently completing the redevelopment of the Property 134.
16. Subsequently, the Parent Society, vide its letter dated January 13, 2024, bearing reference no. 136/134/2023-24 granted its no-objection for transfer/assignment of the right, title and interest of Thackorbhais in Plot 134 in favour of the Lessee/Developer through its partners (i) Dhruman S. Shah and (ii) Manish K. Pania.
17. Vide a Deed of Assignment dated December 12, 2023, duly registered with Sub-Registrar of Assurances at Borivali No. 6, under serial no. BRL-6/26165/2023 executed by and between Thackorbhais (*therein referred to as Thackorbhais/Assignor*) and Aum Sagar (*therein referred to as the Confirming Party*) and the Lessee/Developer (*therein referred to as the Assignee*), Thackorbhais demised unto the Lessee/Developer, the right, title and interest in the Property 134 and Aum Sagar confirmed the demise by Thackorbhais, of the Property 134, unto the Lessee/Developer and further thereby irrevocably assigned and transferred the redevelopment rights and other right, title, interest and obligations in respect of the Property 134, granted to it by Thackorbhais under the 134 Development Agreements, for such consideration and on the terms and conditions as set out therein. Further, as mutually agreed by and amongst Thackorbhais, Aum Sagar and the Lessee/Developer, the 134 Development Agreements i.e. 134 Development Agreement and 134 Deed of Rectification thereby stood lawfully and mutually revoked, terminated and cancelled and Thackorbhais, Aum Sagar and the Lessee/Developer endorsed "cancelled" on each and every page of the 134 Development Agreement and the 134 Deed of Rectification;
18. We have been represented by the Lessee/Developer in the Declaration that the Lessee/Developer has made an application to the Parent Society for revising/updating its records and update the name of (i) Dhruman S. Shah and (ii) Manish K. Pania, partners of Lessee/Developer in the place of Thackorbhais in the records of the Parent Society.
19. We have been represented and informed by the Lessee/Developer in the



Declaration that, as on date, the Property Register Cards of the Property 134 stands in the name of one Thackorbhai as the lessee. Accordingly, the Lessee/Developer has made an application to update its name on Property Register Cards of Property 134.

On perusal of the documents, information and title deeds provided to us with respect to Property 135, our observations are as under:

1. The Parent Society is the original owner of the Larger Land;
2. In and around 1957, one Laxmishankar Durgashankar Joshi ("Laxmishankar"), during his life, was a member and shareholder of the Parent Society holding a share certificate with respect to 10 (Ten) shares of Rs. 100 (Indian Rupees One Hundred Only) each, bearing distinctive nos. 1341 to 1350 (*both inclusive*) ("135 Old Shares"), evidenced by share certificate bearing no. 135 dated November 1, 1948 ("135 Old Share Certificate"), and was entitled to the Plot 135, on leasehold basis.
3. Laxmishankar commenced construction of a building on the Plot 135 i.e. the 135 Building. Certain tenements in the 135 Building were self-occupied by the family members of Laxmishankar and the balance were rented out on tenancy basis to various tenants ("Tenants of the 135 Building"). However, the Lessee/Developer has declared and represented to us in the Declaration that the said occupation certificate is not traceable and cannot be found. Hence, we have not inspected the said document and our review to that extent is limited;
4. Subsequently, vide an Indenture dated April 18, 1968 duly registered with the Sub-Registrar of Assurances at Bandra bearing registration no. 818 of 1968 in Book no. 1, Pages 95 to 98, executed by and between the Parent Society (*therein referred to as the Lessor*) and Laxmishankar (*therein referred to as the Lessee*), the Parent Society demised unto Laxmishankar, the Plot 135, for a term of 998 (Nine Hundred and Ninety-Eight) years commencing from October 01, 1947, for such rent and on such terms and condition as more particularly set out therein;
5. Laxmishankar's wife was Chandrakala Joshi ("Chandrakala") and following were his 7 (seven) children (i) Shravan L. Joshi (*deceased son*) ("Shravan"), (ii) Mahendra Laxmishankar Joshi (*son*) ("Mahendra"), (iii) Bharat Laxmishankar Joshi (*son*) ("Bharat"), (iv) Usha Girjashankar Oza (*married daughter*) ("Usha"), (v) Veena Lamba alias Gurmeet Kaur (*married daughter*) ("Veena/Gurmeet"), (vi) Varsha Dwivedi (*married daughter*) ("Varsha") and (vii) Indu Mahendra Dave alias Indu Laxmishankar Joshi (*deceased married daughter*) ("Indu") (collectively "Legal Heirs of Laxmishankar");
6. Indu had pre-deceased Laxmishankar and Chandrakala and had following 3

(three) legal heirs i.e., (i) Arvind Mahendra Dave (*son*) ("Arvind"), (ii) Bharati Deepak Joshi (*married daughter*) ("Bharati") and (iii) Shashank Mahendra Dave (*son*) ("Shashank"). We have been declared and represented by the Lessee/Developer in the Declaration that the death certificate of Indu is not traceable and cannot be found. Hence, we have not inspected the said document and our review to that extent is limited;

7. On June 30, 1978 Shravan filed notice of *lis pendens* on the Plot 135 and which is evidenced under the Property Register Card of the Plot 135;
8. Later, in and around 1985, the Parent Society reduced the face value of the shares from Rs. 100/- (Rupees One Hundred Only) to Rs. 10/- (Rupees Ten Only) each. Hence, the Parent Society issued a new share certificate dated September 24, 1985, bearing no. 151 i.e. 135 Share Certificate with respect to 10 (Ten) Shares of Rs. 10/- (Indian Rupees Ten Only) bearing distinctive no. 1501 to 1510 (*both inclusive*) i.e. the 135 Shares;
9. During his lifetime, Laxmishankar executed a will dated July 20, 1995 and duly registered with the Sub-registrar of Assurances at Borivali under serial no. BDR-/2-2794-6-1998 ("Laxmishankar's Will"), whereby he bequeathed several properties, including the Property 135, to his wife Chandrakala for her life time and if Chandrakala predeceases him, then to his grandson one Rahul Mahendra Joshi ("Rahul"), (*being the son of Mahendra*). Since Rahul was a minor, Mahendra was appointed to act as his natural guardian to take care of the bequeathed properties including the Property 135. Further, Mahendra was appointed as the sole executor of Laxmishankar's Will;
10. Further Chandrakala, during her lifetime, executed a will dated July 7, 1997 duly registered with the Sub-registrar of Assurances at Borivali under serial no. BDR-/2-2793-6-1998 ("Chandrakala's Will"), whereby she bequeathed several properties, including the Property 135 herein, to her husband Laxmishankar for his life time and if Laxmishankar predeceases her, then to her grandson i.e., Rahul. Since Rahul was a minor, Mahendra was appointed to act as his natural guardian to take care of the bequeathed properties including the Property 135. Further, Mahendra was appointed as the sole executor of Chandrakala's Will. For the sake of brevity, Laxmishankar's Will and Chandrakala's Will shall hereinafter be collectively referred to as the "Wills";
11. Thereafter, Laxmishankar died on May 4, 1999. However, Laxmishankar had, during his lifetime, made a nomination vide a letter dated January 7, 1998 to the Parent Society in favour of Mahendra with respect to the Plot 135 and 135 Shares. Pursuant to the nomination, the Parent Society, vide its letter dated September 30, 1999, bearing reference no. 41/135/99MM, informed Mahendra that the Parent Society has, vide its managing committee meeting held on September 28, 1999,

approved the admission of Mahendra for membership and accordingly, the name of Mahendra was endorsed on the 135 Share Certificate on September 28, 1999 vide register no. T-1021;

12. As a consequence, there were *inter se*, disputes between the Legal Heirs of Laxmishankar with respect to the right, title, interest and share in the Property 135 ("Disputes"). The bequeathment of the properties under the Wills, including the Property 135 in favour of Rahul was *inter alia* the subject matter of all the Disputes;
13. Shravan filed a partition suit in the form of pauper petition bearing no. PP/1/2003 registered on July 16, 2002 against Chandrakala, Mahendra, Bharat, Usha, Veena/Gurmeet, Varsha in the High Court of Judicature at Bombay ("High Court"), whereby *inter alia* he prayed for his entitlement to 1/7th share in all the properties in the Wills. However, the Lessee/Developer has declared and represented to us in the Declaration that the copy of the said petition is not traceable and cannot be found. Hence, we have not inspected the said documents and our review to that extent is limited;
14. Further, by an Order dated August 26, 2003, the High Court allowed the Notice of Motion No. 478 of 2003 filed in PP/1/2003 (Suit No. 1969 of 2013) by Shravan against Chandrakala, Mahendra, Bharat, Usha, Veena/Gurmeet, Varsha, Arvind, Bharati and Shashank and ordered for injunction on dealing with or putting up any construction on the Property 135 ("Order of 2003");
15. Later, Chandrakala died on May 16, 2008. Subsequently, on August 2, 2012, Mahendra in his capacity as the sole executor of the Wills of Laxmishankar and Chandrakala, filed a Testamentary Petition No. 1677 of 2012 for grant of probate in respect of Chandrakala's Will and also simultaneously filed a Testamentary Petition No. 1679 of 2012 for grant of probate in respect of Laxmishankar's Will in the High Court ("Testamentary Petitions"). However, the Lessee/Developer has declared and represented to us in the Declaration that the copies of the said petitions are not traceable and cannot be found. Hence, we have not inspected the said documents and our review to that extent is limited;
16. Thereafter, Shravan filed caveats in the Testamentary Petitions i.e., (i) Caveat No. 82 of 2012 dated October 1, 2012 in Testamentary Petition No. 1677 of 2012, and (ii) Caveat No. 83 of 2012 dated October 1, 2012 in Testamentary Petition No. 1679 of 2012 ("Caveats filed by Shravan"). However, the Lessee/Developer has declared and represented to us in the Declaration that the copy of the said caveats are not traceable and cannot be found. Hence, we have not inspected the said documents and our review to that extent is limited;
17. Accordingly, the Testamentary Petitions were converted into testamentary suits i.e., (i) Testamentary Petition No. 1677 of 2012 was converted to Testamentary Suit

No. 5 of 2013 and (ii) Testamentary Petition No. 1679 of 2012 was converted to Testamentary Suit No. 1679 of 2013 ("Testamentary Suits");

18. The aforementioned pauper petition was later converted to a short cause civil suit and transferred to the Hon'ble City Civil Court at Mumbai ("Civil Court") filed on May 2, 2013 bearing filing no. 2069/2013 and registered on May 7, 2013 under registration no. 1969/2013 ("Partition Suit");
19. Further, by an Order dated August 31, 2015 passed by the Civil Court in Notice of Motion No. 3013 of 2015, the Civil Court restrained from changing the status of the Property 135 including a restraint on any construction on the Property 135 ("Status Quo Order");
20. On December 16, 2019, Shravan died intestate leaving behind (i) Sushila Shravan Joshi (*wife*) ("Sushila"), (ii) Sameer Shravan Joshi (*son*) ("Sameer"), (iii) Saumil Shravan Joshi (*son*) ("Saumil") and (iv) Dwaresh Shravan Joshi (*son*) ("Dwaresh") (hereinafter collectively referred to as "**the Legal Heirs of Shravan**") as the only surviving legal heirs. Hence, the Legal Heirs of Shravan represented and carried on the various Disputes, pending before concerned Hon'ble Courts on behalf of Shravan as the legal heirs and representatives of Shravan;
21. Further, due to the age of the construction of the 135 Building constructed in 1958, it had become dilapidated and dangerous for habitation. A Notice was issued by MCGM dated September 23, 2021 under section 354 of the Mumbai Municipal Corporation Act, 1888 and accordingly, the 135 Building was demolished by MCGM in and around October, 2021;
22. Each of the Tenants of the 135 Building executed their irrevocable consent letters in favour of Rahul, being the beneficiary under the Wills and Mahendra being the natural guardian of Rahul, whereby they granted Rahul and Mahendra, right to redevelop the Property 135 or by any developer to be duly appointed by them. Further the occupants of the 135 Chawl were settled by Rahul by paying consideration to each of them and they surrendered whatever right, title and interest they held in their respective room and handed over the vacant possession of their respective rooms to Rahul;
23. Further, the Tenants of the 135 Building filed a writ petition bearing stamp no. WPST/13323/2022, dated June 7, 2022 registered on January 12, 2023 under registration no. WP/490/2023 in the High Court against Mahendra and the Legal Heirs of Shravan, seeking certain relief from High Court pertaining to Property 135 ("Writ Petition");
24. In the meanwhile, Usha and Shashank filed several Caveats in the High Court

(hereinafter collectively referred to as "Caveats filed by Usha and Shashank");

25. Mahendra and Rahul represented and warranted to the Lessee/Developer that save and except Caveats filed by Shravan and Caveats filed by Usha and Shashank, no other legal heirs of Laxmishankar and Chandrakala contested the validity of the Wills and no caveats were filed in the Testamentary Suits;
26. Thereafter, Bharat, vide a Release Deed dated January 20, 2023 and duly registered with the Sub-Registrar of Assurances at Borivali-7 under serial no. BRL-7/873/2023 ("Bharat's Release Deed") *inter alia* released, relinquished, surrendered, transferred and assured unto his brother i.e. Mahendra his alleged share, right, title and interest, in the Property 135;
27. Further, Bharati (*daughter of Indu*), vide a Release Deed dated January 23, 2023 and duly registered with the Sub-Registrar of Assurances at Borivali-7 under serial no. BRL-7/974/2023 ("Bharati's Release Deed") *inter alia* released, relinquished, surrendered, transferred and assured unto her uncle i.e. Mahendra her alleged share, right, title and interest in the Property 135;
28. Furthermore, Arvind (*son of Indu*), vide a Release Deed dated January 24, 2023 and duly registered with the Sub-Registrar of Assurances at Borivali-7 under serial no. BRL-7/1112/2023 ("Arvind's Release Deed") *inter alia* released, relinquished, surrendered, transferred and assured unto his uncle i.e. Mahendra his alleged share, right, title and interest in the Property 135;
29. We have been represented by the Lessee/Developer that the aforementioned release deeds were executed in favour of Mahendra on behalf of Rahul as Rahul's natural guardian as well as being the sole executor and legal representative under the Wills;
30. Mahendra, being the sole executor under the Wills and also the legal representative of the deceased Laxmishankar and deceased Chandrakala under the Wills, was then desirous of transferring/assigning the right, title and interest in the Property 135 to the Lessee/Developer for the benefit of Rahul and get the Property 135 developed through the Lessee/Developer in order to put an end to the sufferings of the Tenants of the 135 Building. Rahul, being the sole beneficiary under the Wills, gave assent to Mahendra for the proposed transfer and assignment of the Property 135 in favour of the Lessee/Developer;
31. Accordingly, Mahendra, Rahul and the Lessee/Developer approached Usha, Shashank and the Legal Heirs of Shravan and negotiated to put an end to the Disputes. Accordingly, the parties came together and have resolved the *inter se* Disputes amicably with respect to the Property 135 and the entire estate of



Laxmishankar and Chandrakala;

32. Vide an order dated September 15, 2023 passed by the High Court in the Testamentary Suits, Mahendra was directed by the High Court to carry out publication of the citations to Veena/Gurmeet and Varsha, in Mumbai, in 2 (Two) newspapers, one in English (Free Press Journal) and one Marathi (Nav Shakti). Accordingly, Mahendra complied with the said order and published the citations to Veena/Gurmeet and Varsha in 2 (Two) newspapers. We have been declared and represented by the Lessee/Developer in the Declaration that the said Veena/Gurmeet and Varsha have never contested the Wills and/or neither filed any caveats/applications in the court nor appeared before the High Court in any of the Disputes and/or claimed any share, right, title and interest in the Property 135 as on date;
33. The Legal Heirs of Shravan then executed a unilateral Affidavit cum Declaration dated September 27, 2023, ("Unilateral Declaration"), whereby the Legal Heirs of Shravan unconditionally, irrevocably and solemnly, on oath, admitted, reaffirmed, agreed, declared and confirmed *inter alia* that the Wills of Laxmishankar and Chandrakala are the last will and testament of Laxmishankar and Chandrakala respectively and the Wills shall be binding on them and thereby accepted the validity of the Wills and admitted Mahendra as the sole executor of the Wills and also admitted Rahul as the sole beneficiary as stated under the Wills thereby further declaring to have no right, title or interest of any manner in the Property 135 or any portion thereof and further gave their no-objection to the grant of probate in terms of the Wills, in favour of Mahendra being the sole executor under the Wills, for such adequate consideration paid by the Lessee/Developer. The Legal Heirs of Shravan further recognized the Lessee/Developer as the assignee of the leasehold and ownership rights of the Property 135. Further, the Legal Heirs of Shravan confirmed the unconditional withdrawal of Caveats filed by Shravan and gave their no-objection if the Testamentary Petitions are allowed and the probate of the Wills is granted in favour of Mahendra in lieu of the adequate consideration paid to each of them by the Lessee/Developer and the receipt whereof was acknowledged by each of the Legal Heirs of Shravan. The Legal Heirs of Shravan further agreed and confirmed that Mahendra and Rahul shall become entitled to deal with and dispose of the Property 135 in such manner and on such terms as they may deem fit to the Lessee/Developer;
34. Subsequently, Mahendra and the Legal Heirs of Shravan filed executed detailed consent terms dated September 27, 2023 ("Consent Terms No. 1") and accordingly in terms of the Consent Terms No. 1 approached the High Court for withdrawing Caveats filed by Shravan in the Testamentary Suits and pursued by the Legal Heirs of Shravan, post his death and further the Legal Heirs of Shravan unconditionally, irrevocably and solemnly on oath admitted, agreed, declared



and confirmed inter alia that the Wills of Laxmishankar and Chandrakala are the last will and testament of Laxmishankar and Chandrakala respectively and the Wills shall be binding on each of them and thereby accepted the validity of the Wills and admitted Mahendra as the sole executor of the Wills and also admitted Rahul as the sole beneficiary as stated under the Wills thereby further declaring to have no right, title or interest of any manner in the Property 135 or any portion thereof and further gave their no-objection to the grant of probate in terms of the Wills in favour of Mahendra as the sole executor under the Wills, for such adequate consideration paid by the Lessee/Developer. The Legal Heirs of Shravan further agreed and confirmed that Mahendra and Rahul shall be entitled to deal with the Property 135 in such manner and on such terms as they may deem fit;

35. Consequently, the Legal Heirs of Shravan withdrew Caveats filed by Shravan in the Testamentary Suits and accordingly signed all necessary applications to be submitted to the High Court for withdrawing Caveats filed by Shravan filed in the Testamentary Suits and the connected proceedings thereto.
36. Further, Mahendra, Usha and Shashank filed, executed detailed consent terms dated September 27, 2023 ("Consent Terms No. 2") and accordingly in terms of the Consent Terms No. 2 approached the High Court for withdrawing their contentions in the Testamentary Suits, and further Usha and Shashank irrevocably and solemnly, on oath, admitted, agreed, declared and confirmed inter alia that the Wills of Laxmishankar and Chandrakala are the last will and testament of Laxmishankar and Chandrakala respectively and the Wills shall be binding on each of them and thereby accepted the validity of the Wills and admitted Mahendra as the sole executor of the wills and also admitted Rahul as the sole beneficiary as stated under the Wills thereby further declaring to have no right, title or interest of any manner in the Property 135 or any portion thereof and further gave their no-objection to the grant of probate in terms of the Wills in favour of Mahendra, being the sole executor under the Wills. Usha and Shashank further agreed and confirmed the unconditional withdrawal of Caveats filed by Usha and Shashank and gave their no-objection if the Testamentary Petitions are allowed and the probate of the Wills is granted in favour of Mahendra. Further, the parties to the Consent Terms No. 2 agreed and confirmed that Mahendra and Rahul shall be entitled to deal with the Property 135 in such manner and on such terms as they may deem fit;
37. Subsequently, Usha and Shashank withdrew their respective Caveats in the Testamentary Suits and accordingly signed all necessary applications to be submitted to the High Court for withdrawing their respective Caveats in the Testamentary Suits and the connected proceedings thereto.
38. Accordingly, an order dated September 27, 2023, was passed by the High Court

whereby the executed Consent Terms No. 1 and Consent Terms No. 2 were taken on record by the High Court. Further, the High Court was informed that the publications of the citations to Veena/Gurmeet and Varsha have been complied with and it was requested that the consequential issuance of probates be deferred to a date after October 7, 2023 when the period of 14 (Fourteen) days from the publication expires ("Consent Decree");

39. As the disputes were amicably settled between the parties and Consent Terms No. 1 had been filed, consequently, the Legal Heirs of Shravan approached the Civil Court for withdrawing the Partition Suit by filing an application thereof and consequently, the Civil Court passed an order dated September 27, 2023, recording the withdrawal of the Partition Suit;
40. Further, since the Order of 2003 and the Status Quo Order were passed by the Civil Court in the Notice of Motion No. 478 of 2003 and Notice of Motion No. 3013 of 2015 respectively in the Partition Suit, the Order of the Civil Court in the Partition Suit recording the withdrawal by the Legal Heirs of Shravan as the plaintiffs, renders the Status Quo Order and Order of 2003 as void-ab-initio;
41. The Legal Heirs of Shravan further filed an application for withdrawal of the Contempt Petition No. 146 of 2016 ("Contempt Petition"), through their power of attorney holder Dwaresh;
42. Further, the Tenants of the 135 Building also signed the withdrawal applications to be submitted to High Court for withdrawing the Writ Petition filed by them and connected proceeding thereto;
43. As agreed by and between the parties under the Consent Terms No. 2, the parties therein agreed to execute a deed of assignment to give effect to the Consent Terms No. 2 and record their understanding agreed therein;
44. The Parent Society, vide its letter dated October 03, 2023, bearing reference no. 86/135/2023-24 granted its no-objection for transfer/assignment of the right, title and interest in Plot 135 in favour of the Lessee/Developer through its partners (i) Dhruman S. Shah and (ii) Manish P. Gutka.
45. During the pendency of the grant of probate, vide a Deed of Assignment of Lease dated September 27, 2023, duly registered with the Sub-registrar of Assurances at Borivali no. 6, under serial no. BRL-6-20660-2-2023 ("135 Deed of Assignment") executed by and between Mahendra, Rahul, Usha and Shashank and the Lessee/Developer. Mahendra and Rahul demised unto the Lessee/Developer the Property 135 for the entire residuary period of lease, which was originally 998 (Nine Hundred and Ninety-Eight) years and Usha and Shashank confirmed the said demise of Property 135 in favour of the Lessee/Developer and further, Usha



handed over her right, title and interest in Room no. 21, occupied by her in the 135 Building in favour of the Lessee/Developer, for such consideration and on the terms and conditions as set out therein.

46. Simultaneous with the execution 135 Deed of Assignment, the parties also executed Power of Attorney dated September 27, 2023, duly registered with Sub-Registrar of Assurance at Borivali No. 6 under serial no. BRL-6/20666/2023 ("135 Power of Attorney").
47. Thereafter, vide an order dated October 04, 2023, passed by the High Court in the Contempt Petition, the High Court dismissed the Contempt Petition.
48. Further, vide an order dated March 04, 2024, passed by the High Court in the Testamentary Petition No. 1677 of 2012, the High Court granted probate of Chandrakala's Will and the administration of the properties *inter alia* the Property 135 and credits of Chandrakala and in any way, concerning Chandrakala's Will, to Mahendra, being the sole executor named under Chandrakala's Will.
49. Furthermore, vide an order dated March 05, 2024, passed by the High Court in the Testamentary Petition No. 1679 of 2012, the High Court granted probate of Laxmishankar's Will and the administration of the properties *inter alia* Property 135 and credits of Laxmishankar and in any way, concerning Laxmishankar's Will, to Mahendra, being the sole executor named under Laxmishankar's Will.
50. We have been represented by the Lessee/Developer in the Declaration that the Lessee/Developer has made an application to the Parent Society for revising/updating its records and update the name of (i) Dhruman S. Shah and (ii) Manish P. Gutka, partners of Lessee/Developer, in the place of Mahendra in the records of the Parent Society.
51. We have been represented and informed by the Lessee/Developer in the Declaration that, as on date, the Property Register Cards of the Property 135 stands in the name of Laxmishankar as the lessee. Accordingly, the Lessee/Developer has made an application to update its name on the Property Register Cards of the Property 135.

On perusal of the documents, information and title deeds provided to us with respect to Property 136, our observations are as under:

1. One Rajendra Zaverchand Gudhka ("Rajendra"), one Hansa Mayur Shah ("Hansa"), one Digisha Mayur Shah ("Digisha"), one Reshma Mayur Shah ("Reshma"), one Pradip Fulchand Gutka ("Pradip") and one Manishbhai Phulchand Gutka ("Manish") are absolutely seized and possessed of, or otherwise well and sufficiently entitled to the Property 136. Rajendra, Hansa,

Digisha, Reshma, Pradip and Manish shall hereinafter be collectively referred to as the "Owners".

2. The 136 Building was constructed by the Owners along with their predecessors in title (Ground + 2 Floor) many years ago and required extensive repairs, both internally and externally and accordingly, the Owners considered to redevelop the 136 Building. However, the Lessee/Developer has declared and represented to us in the Declaration that the occupation certificate of 136 Building is not traceable and cannot be found. Hence, we have not inspected the said document and our review to that extent is limited;
3. Subsequently, the Lessee/Developer approached the Owners with the proposal of developing the Property 136 along with Property 134 and Property 135 which shall be amalgamated and Lessee/Developer shall submit such plans for amalgamation and start construction of the new building thereon, on the amalgamated land;
4. Thereafter, vide Development Agreement dated November 30, 2023, duly registered with the Sub-Registrar of Assurance at Borivali No. 7, under serial no. BRL-7/18606/2023 ("136 Development Agreement") executed by and between 136 Owners (*therein collectively referred to as the Owners*) and the Lessee/Developer (*therein referred to as the Developer*), the 136 Owners granted the development rights in respect of the Property 136 to the Lessee/Developer for such consideration and on the terms and conditions as set out therein;
5. The search report dated December 10, 2024 issued by the title investigator Manoj Satam to JS Law Associates reflects the entry of execution of Mortgage Deed dated June 19, 2006 registered under serial no. BRL-1-4405-2006. However, we have been declared and represented by the Lessee/Developer in the Declaration that the said document registered under the said serial no. BRL-1-4405-2006 is a Supplementary Articles of Agreement executed amongst the Owners (*and the predecessors in title of Digisha and Reshma i.e., Mayur Shah*) whereby the Owners have set out their respective proportionate rights in the 136 Building.
6. The Properties are adjoining lands and hence, the Lessee/Developer has proposed before the Slum Rehabilitation Authority ("SRA") for jointly developing the Properties and have accordingly, procured the following approvals:
 - a. Letter of Intent ("LOI") dated August 19, 2024 bearing reference no. P-S/PVT/0087/20210324/LOI issued by the Chief Executive Officer, SRA; and
 - b. Intimation of Approval ("IOA") dated October 22, 2024 bearing reference no. P-S/PVT/0087/20210324/AP/S issued by the Executive

Engineer, SRA.

Date: December 21, 2024

Jaina P. Shah

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Page 23 of 23