



Format A
(Circular No. 28/2021)

To,
MahaRERA,
Mumbai

Legal Title Report

Sub: Title clearance certificate with respect to land admeasuring (i) 641.21 square meters of undivided right, title and interest in all that pieces of land bearing CTS no. 172 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban; and (ii) about 144.1 square meters or thereabouts bearing CTS No.172/1, 172/2, 172/3, 172/4 and 172/5 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban i.e. in aggregate admeasuring 785.31 square meters and bearing Plot no. 2 and 3 and both situated at Hemukalani Cross Road No.3, Iraniwadi, Kandivali (West) Mumbai-400067 (hereinafter referred to as the "Plot").

1. We have investigated the title of the said Plot on the request of Laxmi Lifespaces, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 having PAN AAJFL6601K and having its office at Office no. 7, Business Classic, Ground Floor, Behind HP Petrol Pump, Chincholi Bunder Road, Malad (West), Mumbai - 400 064 along with the following documents i.e.

1.1 Description of the property: -

(i) 641.21 square meters of undivided right, title and interest in all that pieces and parcel of land bearing CTS no. 172 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban; and (ii) all that pieces and parcel of land admeasuring 144.1 square meters or thereabouts and bearing CTS No. 172/1, 172/2, 172/3, 172/4 and 172/5 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban i.e. in aggregate admeasuring 785.31 square meters and bearing Plot no. 2 and 3 and both situated at Hemukalani Cross Road No.3, Iraniwadi, Kandivali (West) Mumbai-400067 together with the now demolished (i) building known as 'Shiv Ashish Apartment' comprising of ground plus 2 upper floors and consisting of 8 residential units and 2 shops occupied by various

purchasers and (ii) a chawl structure comprising of ground floor and consisting of 5 residential units which were let out on tenancy basis to various tenants.

1.2 The documents of allotment of plot: -

By virtue of a deed of conveyance dated 18th January, 2022 registered with Sub- Registrar of Assurances at Borivali No. 03 and bearing serial no. BRL-3/699/2022 and executed between Divyesh Arvind Khorasia, Vaishali J. Darji, Vishal Arvind Khorasia, Urmila Dilip Khorasia, Ashish Dilip Khorasia, Vijay Dilip Khorasia, Raksha S. Chavda, as the Vendors, Ketan Kirit Doshi, Urmila D. Khorasia, Mr. Chetan Himatlal Sanghavi & Mrs. Disha Chetan Sanghavi, Mr. Viral Kirit Doshi & Mrs. Neha Viral Doshi, Mrs. Bhavini Pranav Joshi, Mr. Pradip Popotbhai Wala, Mr. Pankaj Popatbhai Wala, Mrs. Dharmishtha Pravin Wala & Mr. Jash Pravin Wala, as the Confirming Parties, and Laxmi Lifespaces, as the Purchasers; Divyesh, Vaishali, Vishal, Urmila, Ashish, Vijay, Raksha, with the confirmation of the confirming parties, granted, sold, conveyed, transferred and assured unto the Laxmi Lifespaces the said Plot for the consideration and on the terms and conditions more particularly mentioned therein.

1.3 Property card with respect to the Plot is updated and shows Laxmi Lifespaces as the holder of the Plot.

1.4 Search report for 64 years from 1960 to 2023. Search taken at the office of Sub-Registrar at Bandra, Borivali & Goregaon.

2. On perusal of the above-mentioned documents and all other relevant documents relating to the title of the said Plot, we are of the opinion that the title of Laxmi Lifespaces, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 having PAN AAJFL6601K and having its office at Office no. 7, Business Classic, Ground Floor, Behind HP Petrol Pump, Chincholi Bunder Road, Malad (West), Mumbai - 400 064 to (i) 641.21 square meters of undivided right, title and interest in all that pieces and parcel of land bearing CTS no. 172 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban; and (ii) all that pieces and parcel of land admeasuring 144.1 square meters or thereabouts and bearing CTS No. 172/1, 172/2, 172/3, 172/4 and 172/5 of Village Malad North, Taluka Malad in the Registration District of



Mumbai Suburban i.e. in aggregate admeasuring 785.31 square meters and bearing Plot no. 2 and 3 and both situated at Hemukalani Cross Road No.3, Iraniwadi, Kandivali (West) Mumbai-400067 is clear, marketable, and without any encumbrances.

Owners of the land: -

- (i) Laxmi Lifespaces is the owner of plot bearing C.T.S No. 172/1, 172/2, 172/3, 172,4 and 172/5 and also has undivided right, title and interest in CTS no. 172
3. The Title report reflecting the flow of the title of Laxmi Lifespaces on the said Plot is enclosed herewith as **Annexure "1"**.

Encl: Annexure 1
Date: March 03, 2023


For Dhvani Mehta
Advocate



March 03, 2023

Title Certificate

Introduction:

We have at the request of **LAXMI LIFESPACES**, a partnership firm incorporated under the provisions of Indian Partnership Act 1932 having PAN AAJFL6601K and having its office at Office No. 7, Business Classic, Ground Floor, Behind H.P Petrol Pump, Chincholi Bunder Road, Malad West, Mumbai- 400064 (hereinafter referred to as the "**Owners**") verified their title to (i) 641.21 square meters of undivided right, title and interest in all that pieces of land bearing CTS no. 172 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban; and (ii) about 144.1 square meters or thereabouts in aggregate bearing CTS No.172/1, 172/2, 172/3, 172/4 and 172/5 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban i.e. in total admeasuring 785.31 square meters and bearing Plot no. 2 and 3 and both situated at Hemukalani Cross Road No.3, Iraniwadi, Kandivali (West) Mumbai-400067 ("**Land**") together with the now demolished (i) building known as 'Shiv Ashish Apartment' ("**Building**") comprising of ground plus 2 upper floors and consisting of 8 residential units and 2 shops; and (ii) a chawl structure ("**Chawl**") comprising of ground floor and consisting of 5 residential units which were let out on tenancy basis to various tenants. The Land, the Building and the Chawl may, hereinafter, collectively be referred to as the "**Property**" which is more particularly described in the schedule hereunder written.

The Flow of Title:

On Perusal of Title Deeds, our observation is as under:

1. We are informed that one Mr. F.E. Dinshaw was originally the owner of, *inter alia*, the Land.
2. We are informed that National and Grindlays Bank Ltd. were appointed as the trustees of the Trust created by F.E. Dinshaw under the last will and Testament dated July 23, 1934.
3. We are informed that in the year 1966, Mr. Ratansi Lalji, was the lessee in respect of the said Land.
4. We are informed that by an indenture dated December 19, 1966 which is registered with the Sub-Registrar of Assurances at Bombay under serial no.



BOM/R/210 of 1967, executed between Mr. Ratansi Lalji, as the vendor therein, and Mr. Mistry Narsi Kanji and Mistry Deoji Gopal as the purchasers, Mr. Ratansi Lalji assigned and assured unto Mr. Mistry Narsi Kanji and Mistry Deoji Gopal his leasehold rights in respect of the said Land and granted, conveyed and sold unto Mr. Mistry Narsi Kanji and Mistry Deoji Gopal the structures standing on the said Land for the consideration and on the terms and conditions more particularly mentioned therein.

5. We are informed that a Deed of Transfer dated September 18, 1969 was executed between National and Grindlays Bank Ltd, as the transferor therein, and (i) Mrs. Bachoobai Woronzow Daschkow, and (ii) Edulji F.E Dinshaw, as the transferee and by virtue of that National and Grindlays Bank Ltd. granted, conveyed, transferred and assured unto (i) Mrs. Bachoobai Woronzow Daschkow, and (ii) Edulji F.E Dinshaw the said Land in equal shares for the consideration and on the terms and conditions more particularly mentioned therein.
6. We are informed that on March 14, 1970, Mr. Edulji F.E Dinshaw died testate in New York and left behind a will dated February 4, 1970, and under that will Mrs. Bachoobai Woronzow Daschkow was appointed as his sole Executrix.
7. We are informed that by an indenture dated November 2, 1972 which is registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM/R/5990 of 1972 executed between Mr. Mistry Deoji Gopal, as the vendor therein, and Shri. Mistry Narsi Kanji, as the purchaser therein, Mr. Mistry Deoji Gopal granted, sold, conveyed, transferred and assured unto Shri. Mistry Narsi Kanji his undivided half share in the leasehold rights of the said Land and his ownership rights in the structures standing thereon for the consideration and on the terms and conditions more particularly mentioned therein.
8. We are informed that pursuant to the above Shri. Mistry Narsi Kanji became the sole lessee in respect of the Land.
9. We are informed that by a Deed of Trust dated December 28, 1973, Mrs. Bachoobai Woronzow Daschkow settled her half undivided share in the properties *inter alia* the said Land upon F.E Dinshaw Charities and appointed (i) Mr. Nusli Neville Wadia, (ii) Mrs. Naureen Nusli Wadia, and (iii) Mr. Ram Kumar Batra as the Trustees of the said trust.
10. We are informed that Mr. Ram Kumar Batra expired on August 20, 1981 and

thereafter Mr. Rajesh Batra and Mr. Subodh Nanubhai Tantri were appointed as Trustees.

11. We are informed that pursuant to that on February 13, 1985 Mr. Subodh Nanubhai Tantri resigned as trustee and the said resignation was accepted.
12. We are informed that by an indenture dated October 30, 1993 executed between (i) Mr. Nusli Neville Wadia, (ii) Mrs. Naureen Nusli Wadia, and (iii) Mr. Rajesh Kumar Batra, as the first vendors therein, and Mr. Hudrali Subbana Srinivas, Trustees of F.E. Dinshaw Charities, as the second vendor, and Shri. Narsi Kanji Mistry, as the purchaser, (i) Mr. Nusli Neville Wadia, (ii) Mrs. Naureen Nusli Wadia, and (iii) Mr. Rajesh Kumar Batra and Mr. Hudrali Subbana Srinivas, granted, sold, transferred, conveyed, assigned and assured unto Shri. Narsi Kanji Mistry, the said Land together with 3 (Three) authorized residential chawls including the Chawl herein, for a consideration and on the terms and conditions more particularly mentioned therein.
13. And accordingly, Shri. Narsi Kanji Mistry became the owner of the Land.
14. We are informed that Shri. Narsi Kanji Mistry constructed the Building on the Land in accordance with the sanctioned plans and allotted various units in the Building to various unit purchasers.
15. We are informed that on December 5, 1999, Shri. Narsi Kanji Mistry died testate leaving behind his will dated November 23, 1999.
16. We are informed that a probate of the said will dated November 23, 1999 of Shri. Narsi Kanji Mistry was granted by High Court of Judicature at Bombay on December 29, 2006.
17. We are informed that as per the Will, the said Property was devised and bequeathed in equal shares in favor of (i) Arvind Narsi Khorasia (Mistry), and (ii) Dilip Narsi Khorasia (Mistry).
18. We are informed that Mrs. Kantaben Narsi Mistry died intestate on August 21, 2013 leaving behind her surviving her, (i) Arvind Narsi Khorasia (Mistry), and (ii) Dilip Narsi Khorasia (Mistry) as her only legal heirs as per the laws governing her at the time of her death.
19. We are informed that Surabhiben Arvind Mistry died intestate on March 26, 2012 leaving behind her surviving her Arvind Mistry, Mr. Divyesh Arvind Khorasia ("**Divyesh**"), Mrs. Vaishali J. Darji ("**Vaishali**") and Mr. Vishal

Arvind Khorasia ("Vishal") as her legal heirs as per the laws governing her at the time of her death.

20. We are informed that on August 26, 2019 Arvind Narsi Khorasia (Mistry) died intestate leaving behind him surviving him, Divyesh, Vaishali and Vishal as his legal heirs as per the laws governing him at the time of his death.
21. We are informed that Dilip Narsi Khorasia (Mistry) died intestate on 12th June, 2020 leaving behind him surviving him Mrs. Urmila Dilip Khorasia ("Urmila"), Mr. Ashish Dilip Khorasia ("Ashish"), Mr. Vijay Dilip Khorasia ("Vijay") and Mrs. Raksha S. Chavda ("Raksha") as his legal heirs as per the laws governing him at the time of his death.
22. Accordingly, we are informed that Divyesh, Vaishali, Vishal, Urmila, Ashish, Vijay, Raksha, being the legal heirs of Arvind Narsi Khorasia (Mistry) and Dilip Narsi Khorasia (Mistry), became the joint owners of the Property.
23. Thereafter, we are informed that by virtue of a deed of conveyance dated 18th January, 2022 registered with Sub- Registrar of Assurances at Borivali No. 03 and bearing serial no. 699 of 2022 and executed between Divyesh, Vaishali, Vishal, Urmila, Ashish, Vijay, Raksha, as the vendors, Mr. Ketan Kirit Doshi, Mrs Urmila D. Khorasia, Mr. Chetan Himatlal Sanghavi & Mrs. Disha Chetan Sanghavi, Mr. Viral Kirit Doshi & Mrs. Neha Viral Doshi, Mrs. Bhavini Pranav Joshi, Mr. Pradip Popatbhai Wala, Mr. Pankaj Popatbhai Wala, Mrs. Dharmishtha Pravin Wala & Mr. Jash Pravin Wala as the confirming parties, and the Owners, as the purchasers, Divyesh, Vaishali, Vishal, Urmila, Ashish, Vijay, Raksha, with the confirmation of the confirming parties, granted, sold, conveyed, transferred and assured unto the Owners the said Property for the consideration and on the terms and conditions more particularly mentioned therein.
24. We are informed that simultaneous to this deed of conveyance, Divyesh, Vaishali, Vishal, Urmila, Ashish, Vijay, Raksha also executed a power of attorney in favour of the Owners. This Power of Attorney dated 19th January, 2022 is registered with Sub- Registrar of Assurances at Borivali No. 03 and bearing serial no. 702 of 2022.
25. Accordingly, the Owners are, the owners of, and thus well and sufficiently entitled to the said Property. The Property Registered Card in respect of the Land is updated and shows the name of the Owners as the holder of the Land.

26. We are informed that on 18th July, 2022 the Owners have obtained the Intimation of Disapproval ("IOD") in respect of the Land bearing no. P-10583/2022/(172)/R/S Ward/MALAD (N) R/S/IOD/1/New dated 18th July, 2022 from the Municipal Corporation of Greater Mumbai ("MCGM").
27. We are informed that on 21st February, 2023 the Owners have also procured the commencement certificate bearing no. P-10583/2022/(172)/R/S Ward/MALAD (N) R/S/CC/1/New dated 21st February 2023 from the MCGM.
28. The Search report dated 2nd March, 2023 did not reveal any adverse entry/transfer in respect of the scheduled Property.
29. We did not receive any adverse claim in response to the Public Notices.
30. The development plan remark dated July 28, 2021 issued by the Municipal Corporation of Greater Mumbai, indicates that the schedule Property falls within Residential zone and there is no reservation on the schedule Property. However, there is a proposed road admeasuring 13.4 m affecting the said Land.

The Process Followed:

1. We have perused the copies of the title deeds and other papers produced for our perusal. The list of such title deeds ("**Title Deeds**") and other papers are set out in **Annexure "1"** hereto.
2. The Owners have caused a search to be taken in the offices of Sub-Registrar of Assurances at Bandra, Bombay, Borivali and Goregaon for a period from 1960 to 2023 (64 years) in respect of the scheduled Property ("**Search**").
3. We have published 2 (Two) notices in 2 (Two) newspapers in the locality 1 (One) in English newspaper called "**Business Standard**" and the other in Marathi newspaper called "**Nav Shakti**", both published on 23rd February 2023 inviting claims of any party or person to the scheduled Property ("**Public Notices**").

The Schedule above referred to

- (i) 641.21 square meters of undivided right, title and interest in all that pieces of land bearing CTS no. 172 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban; and (ii) all that pieces and parcel of land admeasuring



144.1 square meters or thereabouts bearing CTS. No.172/1, 172/2, 172/3, 172/4 and 172/5 of Village Malad North, Taluka Malad in the Registration District of Mumbai Suburban i.e. in aggregate admeasuring 785.31 square meters and bearing Plot no. 2 and 3 and both situated at Hemukalani Cross Road No.3, Iraniwadi, Kandivali (West) Mumbai-40006 together with the now demolished (i) building known as 'Shiv Ashish Apartment' comprising of ground plus 2 upper floors and consisting of 8 residential units and 2 shops (ii) a chawl structure comprising of ground floor and consisting of 5 residential units which were let out on tenancy basis to various tenants.

Certificate:

Subject to the aforesaid and assumption, qualification and limitation set out herein, we do hereby certify that the title of the Owners to the Property is free, clear and marketable.

For M/s. GM Legal

Dhwani Mehta
Advocate

Annexure "1"

Sr. No	Particulars
1.	Indenture dated December 19, 1966.
2.	Indenture dated November 2, 1972.
3.	Indenture dated October 30, 1993.
4.	Will dated November 23, 1999.
5.	Probate by the High court of Judicature at Bombay dated December 29, 2006 of the will dated November 23, 1999.
6.	Deed of conveyance dated January 18, 2022.
7.	Power of Attorney dated January 19, 2022.
8.	Public Notice dated February 23, 2023.
9.	Intimation of Disapproval ("IOD") dated July 18, 2022.
10.	Commencement Certificate ("CC") issued by the MCGM dated February 21, 2023.
11.	Search report dated March 01, 2023.
12.	DP remark dated July 28, 2021.