



Sharma & Associates

Adv. Satish Sharma
B.Com., LL.B.

Adv. Suman Sharma
B.Com., LL.B.

Advocates High Court

FORMAT – A

(Circular No.: -28/2021)

To

Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan, Plot No. C - 21,
E - Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to All that piece and parcel of land bearing Survey No.14, Hissa No.1-B, C.T.S No.64, O.P. No.411-A and Final Plot No.572 situated at Village Shimpoli, Taluka Borivali in TPS (III) in the Registration District and Sub District of Mumbai (hereinafter referred as the ("said Property")).

I have investigated the title of the said Property on the request of **M/S. ANS LIFESTYLE REALTORS LLP.**, and following documents i.e.:-

1) Description of the property:

All that piece and parcel of land admeasuring about 768.20 sq.mtrs. bearing Survey No.14, Hissa No.1-B, C.T.S No.64, O.P. No.411-A and Final Plot No.572 situated at Village Shimpoli, Taluka Borivali in TPS (III) in the Registration District and Sub District of Mumbai.

2) The documents of allotment of plot:

By Deed of Conveyance dated 12/07/2021 registered before the Sub-Registrar of Assurances under Sr.No.BRL-5-9829-2021.

3) Property Registration Card:

As per Property Registered Card in respect of the said Property, the name of the present owner is not mutated on the property card and the same is shown as Agricultural Land.

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- 4) Search report from year 1972 to 2021.

On perusal of the abovementioned documents and all other relevant documents relating to title of the said Property and subject to what is stated therein, I am of the opinion that the title of the said Property is clear, marketable and without any encumbrances.

Owners of the Land

By Deed of Conveyance dated 12/07/2021 registered before the Sub-Registrar of Assurances under Sr.No.BRL-5-9829-2021, **M/s. ANS LIFESTYLE REALTORS LLP** is the owner for all that piece and parcel of land admeasuring about 768.20 sq.mtrs. bearing Survey No.14, Hissa No.1-B, C.T.S No.64, O.P. No.411-A and Final Plot No.572 having PH/HDH Zone situated at Village Shimpoli, Taluka Borivali in TPS (III) in the Registration District and Sub District of Mumbai.

- 3) The report reflecting the flow of the title of the said Property is enclosed herewith as annexure.

ADV. SATISH SHARMA

BOMBAY HIGH COURT

Date : 03.12.2022

Place: Mumbai

Encl.: Annexure.

SATISH SHARMA

B.Com, L.L.B.

ADVOCATE HIGH COURT

101, Shree Vallabh Residency, Daulat Nagar,
Road No. 3, Borivali (East), Mumbai - 400 066



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FLOW OF THE TITLE OF THE SAID LAND

The brief facts relating thereto are as under:

- 1) That originally (1) Mukund Barkya Mali (2) Thakubai Mukund Mali (3) Suresh Mukund Mali (4) Jayshree Mukund Mali (5) Ganesh Mukund Mali (6) Rajendra Mukund Mali (7) Vanita Mukund Mali and (8) Hemlata Mukund Mali ('the Original Owners') were seized and possessed of and otherwise well and sufficiently entitled inter alia to ALL THAT piece or parcel of land lying, being and situated at Village Shimpoli in Borivali Taluka of the Bombay Suburban District and Registration Sub-District of Bombay City and Bombay Suburban District and bearing the following particulars ("Property of the First Part"):

<u>S. No.</u>	<u>Hissa No.</u>	<u>C.T.S. No.</u>	<u>Area as per 7/12 extract (in Gunthas)</u>	<u>Area in square metres</u>
14	1-B	64	51.25 1A-11.25	5185

Total

51.25

Equivalent to 6,201.25 sq. yds.

That is 5,185.00 sq. mts.

- 2) By an Agreement for Sale dated 30th June, 1974, the Original Owners agreed to sell Property of the First Part to the (1) Kanaya Lal Kalooji Jain, and (2) Narain Tulsidas Kanai on the terms and conditions contained therein. The Property of the First part were affected by the Town Planning Scheme-III of Borivali;

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- 3) By an Agreement made and entered into on 5th August, 1974 and recorded in the formal Agreement dated 18th September 1974, (1) Kanayalal Kalooji Jain and (2) Narain Tulsidas Kanal agreed to sell various properties including the Property of the First Part to Jagdishnarain Agarwal ('J. N. Agarwal') on the terms and conditions contained therein;

The 1) Kanayalal Kalooji Jain, and (2) Narain Tulsidas Kanal with the consent and confirmation of the Original Owners put J. N. Agarwal in vacant and peaceful possession of the Property of First Part on execution of the said Agreement for Sale dated 18th September 1974 in part performance of the said Agreement for Sale;

- 4) In part fulfilment of the said Agreement dated 18th September 1974, the Original Owners obtained sanction of the High Court of Judicature at Bombay to the proposed sale of the Property of the First Part in terms of the said Agreement dated 30th June 1974 on behalf of the minors, by Order dated 29th April 1976 in Misc. Petition No. 415 of 1976;
- 5) Disputes and differences arose between the Original Owners, the 1) Kanayalal Kalooji Jain and (2) Narain Tulsidas Kanal and J. N. Agarwal regarding the said Agreement dated 18th September 1974 and consequently J. N. Agarwal filed Suit No.358 of 1980 in the High Court of Judicature at Bombay against 1) Kanayalal Kalooji Jain and (2) Narain Tulsidas Kanal and Others. We have been informed that the said suit is still pending;
- 6) That The Suresh Mukund Mali died intestate on 13/05/2001 leaving him surviving his wife Suchitra and son Sadanand as his only heirs entitled to succeed to his estate including his share in the Property of the First Part;



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- 7) By Agreement dated 1st November, 1986, the Original Owners agreed to sell their respective share right title and interest in the said Property of the First Part to (1) Parshuram Ramchandra Shinde, and (2) Chintaman Bhaskar Mali, subject to the outcome of the Suit No.358 of 1980;
- 8) Memorandum of Understanding was entered into between J. N. Agarwal and (1) Parshuram Ramchandra Shinde, and (2) Chintaman Bhaskar Mali with regard to the Property of the First Part. Pursuant thereto, (1) Parshuram Ramchandra Shinde, and (2) Chintaman Bhaskar Mali were added as parties to the said Suit No.358 of 1980 on their contested application;
- 9) Disputes and differences arose between (1) Parshuram Ramchandra Shinde, and (2) Chintaman Bhaskar Mali, J. N. Agarwal and the Original Owners leading to (1) Parshuram Ramchandra Shinde, and (2) Chintaman Bhaskar Mali filing Suit No.2902 of 1986 in the High Court of Judicature at Bombay against J. N. Agarwal and their Vendors for specific performance of the alleged agreement in respect of the Property of the First Part. The said suit is dismissed for want for prosecution vide order dated 11th January 2016;
- 10) The said Shri. Jagdishnarain Agarwal died on 18th January 2004, leaving behind him, Mr. Amrishchandra Jagdishnarain Agarwal, Mr. Ashok Jagdishnarain Agarwal, Mr. Ajay Jagdishnarain Agarwal and one Mr. Praful Jagdishnarain Agarwal, being his sons, Smt. Kantidevi Jagdishnaran Agarwal, being his widow and Smt. Beena Naresh Gupta, being his married daughter.
- 11) By and vide the said last will and testament dated 23rd November 2003, the said Shri. Jagdishnarain Agarwal had bequeathed his rights and interest in the said Entire Land, in

favour of Mr. Amrishchandra Jagdishnarain Agarwal, Mr. Ashok Jagdishnarain Agarwal, Mr. Ajay Jagdishnarain Agarwal.

12) In the meantime, the Town Planning Scheme-III of Borivali was finally sanctioned and implemented and Final Plots have been allotted in lieu of the said lands. The said Final Plots are carved out of the Original Plot held by the Original Owners. The details of the Original Plot and the Final Plots allotted in lieu thereof are set out hereinbelow:

ALL THAT piece or parcel of land lying, being and situated at Village Shimpoli in Borivali Taluka of the Bombay Suburban District and Registration Sub-District of Bombay City and Bombay Suburban District affected by the Town Planning Scheme III (Final), Borivali (W), Bombay, having Original Plot Nos. (O. P. No.) and allotted Final Plot Nos. (F. P. No.) bearing the following particulars ("**Property of the Second Part**"):

<u>S. No.</u>	<u>Hissa No.</u>	<u>C.T.S. No.</u>	<u>O.P. No.</u>	<u>F.P. No.</u>	<u>Area in sq. mts.</u>	<u>Zoning</u>
14	1-B	64	411-A	683	798.90	R Zone
				640	244.70	R Zone
				572	768.20	PH/HDH

Total 1811.80 square metres

13) The Original Owners have been allotted F.P. No. 683, 640 and 572 with benefit of Regulation 10 (2) of the Development Control Regulations, in F.P. No.683. The details regarding the zoning and other particulars of the said Final Plots allotted in lieu of the said lands are set out hereinbelow ("**Property of the Third Part**"):

Details of the allotment made under the Town Planning Scheme III (Final), Borivali in lieu of the said lands situate lying and being at Village Shimpoli in Borivali Taluka of the Mumbai Suburban District:



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Then Owners: Mukund Mali & 7 Ors

S. No	Hissa No	CTS No	O.P. No.	Area in Sq. Mt	F.P. No.	Area in Sq. Mt	Benefit of 10(2)	Zoning
14	1B	64	411A		683	798.90	319.56	R Zone
					640	244.70		R Zone
					572	768.20		PH/HDH
TOTAL						1811.80		

14) By the Deed of Release dated 30/09/2011 registered with the Joint Sub-Registrar of Assurances Borivali-5 under No.BDR-2/8433/2011, Mukund Barkya Mali has released and relinquished all his right, title and interest in the said lands described in the Property of the First Part and Property of the Second Part hereto in favour of Rajendra Mukund Mali;

15) By the Deed of Release dated 30/09/2011 registered with the Joint Sub-Registrar of Assurances Borivali-5 under No.BDR-2/8434/2011, Thakubai Mukund Mali has released and relinquished all her right, title and interest in the said lands described in the Property of the First Part and Property of the Second Part in favour of Rajendra Mukund Mali;

16) By the Deed of Release dated 30/09/2011 registered with the Joint Sub-Registrar of Assurances Borivali-5 under No.BDR-2/8435/2011, Ganesh Mukund Mali has released and relinquished all his right, title and interest in the said lands described in the Property of the First Part and Property of the Second Part in favour of Rajendra Mukund Mali;

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- 17) By the Deed of Release dated 30/09/2011 registered with the Joint Sub-Registrar of Assurances Borivali-5 under No.BDR-2/8436/2011, Jayshree Mukund Mali (now Jayshree) has released and relinquished all her right, title and interest in the said lands described in the Property of the First Part and Property of the Second Part in favour of Rajendra Mukund Mali;
- 18) By the Deed of Release dated 12/10/2011 registered with the Joint Sub-Registrar of Assurances Borivali-5 under No.BDR-2/8772/2011, Hemlata Mukund Mali (now Hemlata Rajendra Mali) has released and relinquished all her right, title and interest in the said lands described in the Property of the First Part and Property of the Second Part in favour of Rajendra Mukund Mali;
- 19) By the Deed of Release dated 12/10/2011 registered with the Joint Sub-Registrar of Assurances Borivali-5 under No.BDR-2/8773/2011, Vanita Mukund Mali (now Vanita Kishore Patil) has released and relinquished all her right, title and interest in the said lands described in the Property of the First Part and Property of the Second Part in favour of Rajendra Mukund Mali;
- 20) By the Deed of Release dated 12/10/2011 registered with the Joint Sub-Registrar of Assurances Borivali-5 under No.BDR-2/8774/2011, Suchitra Suresh Mali for herself and as mother and natural guardian of her son Sadanand has released and relinquished all their respective right, title and interest in the said lands described in the Property of the First Part and Property of the Second Part in favour of Rajendra Mukund Mali;



- 21) The said 1) Kanayalal Kalooji Jain, 2) Narain Tulsidas Kanal vide a Deed of Confirmation dated 17th March, 2012, confirmed that the Agreement dated 5th August, 1974 as recorded in the Agreement dated 18th September 1974 is valid and subsisting in favour of the legal heirs of J. N. Agarwal;
- 22) That by a Deed of Conveyance dated 31st day of December, 2013 registered before the Sub-Registrar of Assurances under Sr.No.BRL-1-1657-2014 made and entered into between one Rajendra Mukund Mali, therein called as "the Vendor" of the First Part and 1) Kanayalal Kalooji Jain, 2) Narain Tulsidas Kanal, therein called as "the First Confirming Parties" of the Second Part and 1) Parshuram Ramchandra Shinde & 2) Chintaman Bhaskar Mali, therein called as "the Second Confirming Parties" of the Third Part and 1) Kantidevi Jagdishnarain Agarwal, 2) Beena Naresh Gupta and 3) Praful Jagdishnarain Agarwal, therein called as "the Third Confirming Parties" of the Fourth Part and 1) **MR. AMRISHCHANDRA JAGDISHNARAIN AGARWAL**, 2) **MR. ASHOK JAGDISHNARAIN AGARWAL (since deceased)** & 3) **MR. AJAY JAGDISHNARAIN AGARWAL** therein called as "the Purchasers" of the Fifth Part, the said Rajendra Mukund Mali with the consent of the confirming parties sold, transferred and conveyed and the Vendors therein have purchased and acquired the property viz. All that piece and parcel of land and ground admeasuring 798.90 sq.mtrs. and having benefit in future/MCGM permits of 319.56 sq.mtrs. FSI under the said Regulation 10 (2) bearing F.P. No.683, the said piece or parcel of land or ground admeasuring 244.70 sq.mtrs. bearing F.P. No.640 and the piece or parcel of land or ground admeasuring 768.20 sq.mtrs. bearing F. P. No.572 situated at Village Shimpoli, Taluka Borivali in TPS (III) in the Registration District and Sub District of Mumbai hereinafter for the sake of brevity called "**the said Larger Property**" i.e. Property of the Third Part. That the Purchaser therein had paid the entire consideration amount in respect of the said Larger Property and became the absolute owner of the said Larger Property and taken the possession of the said Larger property.

23) In the premises as aforesaid, 1) **MR. AMRISHCHANDRA JAGDISHNARAIN AGARWAL** 2) **MR. ASHOK JAGDISHNARAIN AGARWAL (since deceased)** & 3) **MR. AJAY JAGDISHNARAIN AGARWAL** become jointly entitled to the said Entire Plots, having 1/3rd undivided share and rights each.

24) A suit bearing no. 3877 of 2018 has been filled before Hon'ble City Civil Court, Dindoshi, Goregaon by Smt. Krishnabai Waman Patil & Ors. against Amrishchandra Agarwal & Ors. claiming 1/16th share and right on the said larger property mentioned herein alongwith other Final Plot Number mentioned in the said Suit. No Ad-interim or interim order has been passed in the said suit and it is pending before Hon'ble City Civil Court.

25) That the said **MR. ASHOK JAGDISHNARAIN AGARWAL** died intestate on 16/09/2020 leaving behind the following persons as the only legal heirs and legal representatives in accordance with the law under which he was governed at the time of his death.

	<u>Name</u>	<u>Relation with the deceased</u>
i)	Mrs.Smita Ashok Agarwal,	Wife
ii)	Mrs.Pooja Shaikh nee Pooja Ashok Agarwal,	Married Daughter
iii)	Mrs. Saloni Pandey nee Saloni Ashok Agarwal,	Married Daughter

26) Accordingly the said (1) Shri. Amrishchandra Jagdishnarain Agarwal, (2a) Smt. Smita Ashok Agarwal, (2(b) Smt. Pooja Shaikh [Nee. Pooja Ashok Agarwal] & (2c) Smt. Saloni Pandey [Nee. Saloni Ashok Agarwal] & (3) Shri. Ajay Jagdishnarain Agarwal were the owners of the said Larger Property.



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- 27) That by a Deed of Conveyance dated 12/07/2021 registered before the Sub-Registrar of Assurances under Sr.No.BRL-5-9829-2021 the then owners namely 1) Mr. Amrishchandra Jagdishnarain Agarwal, 2a) Mrs. Smita Ashok Agrawal, 2b) Mrs. Pooja Shaikh nee Pooja Ashok Agrawal, 2c) Mrs. Salooni Pandey nee Salooni Ashok Agrawal, legal heirs of late Ashok Jagdishnarain Agarwal & 3) Mr. Ajay Jagdishnarain Agarwal have sold, transferred and conveyed and **M/S. ANS LIFESTYLE REALTORS LLP.** has purchased and acquired the portion of the said larger Property viz. All that piece and parcel of land admeasuring about 768.20 sq.mtrs. bearing Survey No.14, Hissa No.1-B, C.T.S No.64, O.P. No.411-A and Final Plot No.572 having PH/HDH Zone situated at Village Shimpoli, Taluka Borivali in TPS (III) in the Registration District and Sub District of Mumbai ("**Property of the Fourth Part**") hereinunder written for the sake of brevity called the "**said Property**" at or for the price and on the terms and conditions mentioned therein.
- 28) As per Property Registered Card in respect of the said Property, the name of the present owner is not mutated on the property card and the same is shown as Agricultural Land.
- 29) Public notices in respect of the said property were issued and published in two News Papers namely Apla Mahangar (Marathi) and Free Press Journal (English) on 03/03/2021 by me, inviting the objections, if any, from the public at large, however, I have not received objection in response to the public notice till date.
- 30) Search is also taken in respect of the said property from the year 1972 to 2021 through the search clerk Mr. Rajesh Bhandari and I have not found any adverse remark in respect of the said Property.

[Faint, illegible text, possibly a signature or stamp]

31) I have been informed that there are litigation pending in respect of the said Property which are described hereunder.

- a) Disputes and differences arose between the Original Owners, the 1) Kanayalal Kalooji Jain and (2) Narain Tulsidas Kanal and J. N. Agarwal regarding the said Agreement dated 18th September 1974 and consequently J. N. Agarwal filed Suit No.358 of 1980 in the High Court of Judicature at Bombay against 1) Kanayalal Kalooji Jain and (2) Narain Tulsidas Kanal and Others. We have been informed that the said suit is still pending;
- b) A suit bearing no. 3877 of 2018 has been filled before Hon'ble City Civil Court, Dindoshi, Goregaon by Smt. Krishnabai Waman Patil & Ors. against Amrishchandra Agarwal & Ors. claiming 1/16th share and right on the said larger Property mentioned herein alongwith other Final Plot Number mentioned in the said Suit. No Ad-interim or interim order has been passed in the said suit and it is pending before Hon'ble City Civil Court.

On the basis and subject to whatever stated hereinabove, I am of the opinion that the title of the said Property is clear and marketable.



ADV. SATISH SHARMA
BOMBAY HIGH COURT

SATISH SHARMA
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ADVOCATE HIGH COURT
101, Shree Vallabh Residency, Daulat Nagar,
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