

**SANMISH B. GALA**  
**ADVOCATE HIGH COURT**

**OFFICE ADDRESS:**

GROUND FLOOR, BHAGYODAYA BLDG.  
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To  
The Maharashtra Real Estate Regulatory Authority  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai – 400 051.

**FORMAT A**  
**(CIRCULAR NO:28/2021)**  
**LEGAL TITLE REPORT**

Sub: Title clearance certificate with respect to land bearing Cadastral Survey No. 1419 of Girgaum Division admeasuring 516.65 sq. mtrs. in the Registration Sub-District of Mumbai City together with fully tenanted structures standing thereon known as "Meerabai alias Mirabai Building" bearing Municipal Ward Nos. D lying, being and situate at Benham Hall Lane, Near Prathana Samaj, Girgaum, Mumbai-400 004 (hereinafter referred to as "**the Property**").

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Dear Sir,

1. I have investigated the title of the said property on the request of M/s Jas Realty ("Owner") and following documents i.e.:

**A. Description of the Property:**

All that piece and parcel of land bearing Cadastral Survey No. 1419 of Girgaum Division admeasuring 516.65 sq. mtrs. in the Registration Sub-District of Mumbai City together with fully tenanted structures standing thereon known as "Meerabai alias Mirabai Building" bearing Municipal Ward Nos. D-344(2) and D-344(4) lying, being and situate at Benham Hall Lane, Near Prathana Samaj, Girgaum, Mumbai-400 004.



## B. The Documents of Allotment of Plot:

- (i) One, Bai Maneckbai wife of Nagindas Pranjiwandas Mehta was the owner of the Land bearing C.S. No. 1419 of Girgaum Division alongwith the messuages tenements and buildings standing thereon ("**SAID LAND**").
- (ii) By a Deed of Conveyance dated 24<sup>th</sup> October, 1901 duly registered with the Sub Registrar of Assurances at Bombay under No. 2750 of 1901, the said Bai Maneckbai wife of Nagindas Pranjiwandas Mehta with the confirmation of Nagindas Pranjiwandas Mehta sold the said Land to one, Ganpat Sadashiv Rao for the consideration and on the terms and conditions stated therein.
- (iii) Somewhere in the year 1901-1902 a building known as "Meerabai Building" consisting of ground plus 2 upper stories was constructed on the said Land. The building was used/occupied by the tenants/occupants. (hereinafter the said land alongwith the building/s standing thereon is referred to as "**THE SAID PROPERTY**").
- (iv) The said Diwan Bahadur Ganpat Sadashiv Rao died in Mumbai on or about 21<sup>st</sup> December, 1937 leaving behind a Will dated 1<sup>st</sup> May, 1936, whereby he appointed his three sons Balaji Ganpat Rao, Vinayak Ganpat Rao and Moreshwar Ganpat Rao as the Executors to his Will.
- (v) The executors were granted Probate by the Bombay High Court of Judicature at Bombay on the 16<sup>th</sup> March, 1939 to administer the Property and credits of the said Diwan Bahadur Ganpat Sadashiv as per his Will.
- (vi) Under the Will, Diwan Bahadur Ganpat Sadashiv Rao bequeathed his right in the said Property equally to his three sons as tenants-in-common during their natural life and on the death of any of them, their share to be passed on to their respective son/s.
- (vii) The said Balaji Ganpat Rao died on or about 29<sup>th</sup> February, 1952 and said Moreshwar Ganpat Rao died on or about 21<sup>st</sup> June, 1965. Thus as per the Will of Diwan Bahadur Ganpat Sadashiv Rao the 1/3<sup>rd</sup>

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undivided share of Balaji Ganpat Rao in the said Property devolved upon his sons, Madhav Balaji Rao, Mukund Balaji Rao and Appa Balaji Rao and 1/3<sup>rd</sup> undivided share of Moreshwar Ganpat Rao in the said Property devolved upon his son, Manohar Moreshwar Rao.

- (viii) Thereafter by an Indenture dated 24<sup>th</sup> June, 1965, duly registered by the Sub Registrar of Assurance at Bombay(Mumbai) under No. BOM/2175/1965 entered into by and between Vinayak Ganpat Rao therein referred to as the Vendor of the First part, Madhav Balaji Rao & 5 Ors. therein referred to as the First Confirming Parties of the Second Part, Shankarbhai Hirabhai Patel therein referred to as the Second Confirming Parties of the Third Part and M/s. Patel Automobiles as the Purchasers of the Fourth part, the Vendor with the confirmation of the Confirming Parties therein, granted and conveyed the said Property together with the benefit of the Right of Way granted under the Indenture of Conveyance dated 29<sup>th</sup> January, 1884 to the Purchasers therein for the consideration and on the terms and conditions set out therein.
- (ix) By an Indenture dated 29<sup>th</sup> January, 2002, duly registered by the Sub Registrar of Assurance at Bombay(Mumbai) under No. BBE-1/1881/2002 entered into by and between M/s. Patel Automobiles as the Vendor of the One Part and M/s. Angarika Investment and Finance Pvt. Ltd. as the Purchaser of the Other Part, the Vendor, sold, granted, assigned, transferred and assured the said Property, to the Purchaser therein for the consideration and on the terms and conditions set out therein.
- (x) By a Certificate dated 16<sup>th</sup> September, 2005 issued by the Registrar of Companies, Mumbai, the name of the Company, M/s Angarika Investment and Finance Ltd. was changed to M/s. Rohan Developers Pvt. Ltd.

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- (xi) Thereafter by an Indenture dated 9<sup>th</sup> October, 2012, duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE-3/8504/2012 made by and between M/s. Rohan Developers Pvt. Ltd. as the Vendors of the One Part and M/s. Jas Realty as the Purchasers of the Other Part the Vendor, sold, granted, assigned, transferred and assured the said Property, to the Purchaser therein for the consideration and on the terms and conditions set out therein.
- (xii) Both the Indentures dated 29<sup>th</sup> January, 2002 and 9<sup>th</sup> October, 2012 referred to in the preceding clauses did not contain any specific covenant to include the Right of Way as was referred to in the Indenture dated 24<sup>th</sup> June, 1965, recited above. A covenant of Right of Way is a covenant running with the Land and its benefit will be available to all subsequent purchasers, hence in my opinion the non-mentioning of the specific covenant of Right Way does not affect the rights of the subsequent purchaser and the subsequent purchaser shall continue to enjoy the same. In any event I am informed by the firm that there is a separate access to the said Property from a Municipal Road.
- (xiii) In these circumstances the said M/s. Jas Realty became Owner of the said Property.

**C. Property Registration Card:**

The latest Property Registration Card issued by the City Survey Office No.1/2, Mumbai dated 23<sup>rd</sup> May, 2022 still stands in the name of M/s. Rohan Developers Pvt. Ltd.

**D. Search Report:**

Search Report dated 19<sup>th</sup> October, 2023 for the period of 60 years i.e. from 1964 to 2023 taken by Mr. N. D. Rane, Search Clerk at the office of Sub – Registrar of Assurances at Bombay and Bandra.

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2. On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of **M/s. Jas Realty** to the said Property as Owner is clear, marketable and free from all encumbrances.
3. **Owners of the land:**  
M/s Jas Realty is Owner of the said Property.
4. The flow of the ownership rights to M/s Jas Realty, to the said Property is enclosed herewith as annexure.

Encl: Annexure.

Date: 06.03.2025

  
[SANMISH GALA]  
Advocate

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**ADVOCATE HIGH COURT**

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To  
The Maharashtra Real Estate Regulatory Authority  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai – 400 051.

**FORMAT A**

**(CIRCULAR NO:28/2021)**

**FLOW OF THE TITLE OF THE SAID PROPERTY**

Sr. No.

1) Title Documents:

- a. By a Deed of Conveyance dated 24<sup>th</sup> October, 1901 duly registered with the Sub Registrar of Assurances at Bombay under No. 2750 of 1901, the said Bai Manekbai wife of Nagindas Pranjiwandas Mehta with the confirmation of Nagindas Pranjiwandas Mehta sold the said Land to one, Ganpat Sadashiv Rao for the consideration and on the terms and conditions stated therein.
- b. The said Diwan Bahadur Ganpat Sadashiv Rao died in Mumbai on or about 21<sup>st</sup> December, 1937 leaving behind a Will dated 1<sup>st</sup> May, 1936, whereby he appointed his three sons Balaji Ganpat Rao, Vinayak Ganpat Rao and Moreshwar Ganpat Rao as the Executors to his Will.
- c. The executors were granted Probate by the Bombay High Court of Judicature at Bombay on the 16<sup>th</sup> March, 1939 to administer the Property and credits of the said Diwan Bahadur Ganpat Sadashiv as per his Will.
- d. Under the Will, Diwan Bahadur Ganpat Sadashiv Rao bequeathed his right in the said Property equally to his three sons as tenants-in-common during their natural life and on the death of any of them, their share to be passed on to their respective son/s.





- e. The said Balaji Ganpat Rao died on or about 29<sup>th</sup> February, 1952 and said Moreshwar Ganpat Rao died on or about 21<sup>st</sup> June, 1965. Thus as per the Will of Diwan Bahadur Ganpat Sadashiv Rao the 1/3<sup>rd</sup> undivided share of Balaji Ganpat Rao in the said Property devolved upon his sons, Madhav Balaji Rao, Mukund Balaji Rao and Appa Balaji Rao and 1/3<sup>rd</sup> undivided share of Moreshwar Ganpat Rao in the said Property devolved upon his son, Manohar Moreshwar Rao.
- f. By an Indenture dated 24<sup>th</sup> June, 1965, duly registered by the Sub Registrar of Assurance at Bombay(Mumbai) under No. BOM/2175/1965 entered into by and between Vinayak Ganpat Rao therein referred to as the Vendor of the First part, Madhav Balaji Rao & 5 Ors. therein referred to as the First Confirming Parties of the Second Part, Shankarbhai Hirabhai Patel therein referred to as the Second Confirming Parties of the Third Part and M/s. Patel Automobiles as the Purchasers of the Fourth part, the Vendor with the confirmation of the Confirming Parties therein, granted and conveyed the said Property together with the benefit of the Right of Way granted under the Indenture of Conveyance dated 29<sup>th</sup> January, 1884 to the Purchasers therein for the consideration and on the terms and conditions set out therein.
- g. By an Indenture dated 29<sup>th</sup> January, 2002, duly registered by the Sub Registrar of Assurance at Bombay(Mumbai) under No. BBE-1/1881/2002 entered into by and between M/s. Patel Automobiles as the Vendor of the One Part and M/s. Angarika Investment and Finance Pvt. Ltd. as the Purchaser of the Other Part, the Vendor, sold, granted, assigned, transferred and assured the said Property, to the Purchaser therein for the consideration and on the terms and conditions set out therein.
- h. By a Certificate dated 16<sup>th</sup> September, 2005 issued by the Registrar of Companies, Mumbai, the name of the Company, M/s Angarika Investment and Finance Ltd. was changed to M/s. Rohan Developers Pvt. Ltd.
- i. By an Indenture dated 9<sup>th</sup> October, 2012, duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE-3/8504/2012 made by and between M/s. Rohan Developers Pvt. Ltd. as the Vendors of the One Part and M/s. Jas Realty as the Purchasers of the

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# SANMISH B. GALA

## ADVOCATE HIGH COURT

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Other Part the Vendor, sold, granted, assigned, transferred and assured the said Property, to the Purchaser therein for the consideration and on the terms and conditions set out therein.

- 2) The latest Property Registration Card issued by the City Survey Office No.1/2, Mumbai dated 23<sup>rd</sup> May, 2022 still stands in the name of M/s. Rohan Developers Pvt. Ltd.
- 3) Mutation Entry No – Not Applicable.
- 4) Search Report dated 19<sup>th</sup> October, 2023 for the period of 60 years i.e. from 1964 to 2023 taken by Mr. N. D. Rane, Search Clerk at the office of Sub – Registrar of Assurances at Bombay and Bandra.
- 5) Litigations if any – Nil

Date:06.03.2025

  
[SANMISH GALA]  
Advocate



**SANMISH B. GALA**  
**ADVOCATE HIGH COURT**

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Bandra Kurla Complex,  
Bandra (East),  
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**FORMAT A**  
**(CIRCULAR NO:28/2021)**  
**LEGAL TITLE REPORT**

Sub: Title clearance certificate with respect to land bearing Cadastral Survey No. 1420 of Girgaum Division admeasuring 259.20 sq. mtrs.as per P.R. Card and bearing Laughton Survey No. 12/7910, Collectors New No. 4/2071 assessed by the Municipal Corporation of Greater Mumbai under Ward No. D in the Registration Sub-District of Mumbai City together with a fully tenanted structure standing thereon known as "Sethia Building" lying, being and situate at Benham Hall Lane, Near Prathana Samaj, Girgaum, Mumbai-400004 (hereinafter referred to as "**the Property**").

\*\*\*\*\*

1. I have investigated the title of the said property on the request of M/s Jas Realty ("Owner") and following documents i.e.:

**A. Description of the Property:**

All that piece and parcel of land bearing Cadastral Survey No. 1420 of Girgaum Division admeasuring 259.20 sq. mtrs.as per P.R. Card and bearing Laughton Survey No. 12/7910, Collectors New No. 4/2071 assessed by the Municipal Corporation of Greater Mumbai under Ward No. D 344(3) in the Registration Sub-District of Mumbai City together with a fully tenanted structure standing thereon known as "Sethia Building" lying, being and situate at Benham Hall Lane, Near Prathana Samaj, Girgaum, Mumbai-400004.

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**B. The Documents of Allotment of Plot:**

- (i) Originally Kamaluddin Hoosain Ashtiker was the owner of and well and sufficiently entitled to Land bearing C.S. No. 1420 of Girgaum Division alongwith the messuages tenements and building standing thereon known as "Sethia Building", which building was fully occupied by Tenants/Occupants (hereinafter the said Land is referred to as "**SAID LAND**", the said land with the building thereon is referred to as "**THE SAID PROPERTY**").
- (ii) The said Kamaluddin Hoosain Ashtiker died intestate on or about 30<sup>th</sup> April, 1977, leaving behind (a) Abdul Rehman Kamaluddin Ashtikar, (b) Mohamed Hussain Kamaluddin Ashtikar, (c) Mrs. Najminisa I. Ulde, (d) Mrs. Maryam Ahmed Amare, (e) Mrs. Julekha A. Salaam Kazi, (f) Mr. Ahmed Kamaluddin Ashtikar, (g) Mrs. Ayesha Kamaluddin Ashtikar and (h) Mrs. Halima Ayub Khan Mashaisker as his only heirs and representatives according to Muslim Law.
- (iii) By an Indenture dated 21<sup>st</sup> June, 1988 duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. P-BBE-725/88 (BBE-3/5162/2012) and made by and between Abdul Rehman Kamaluddin Ashtikar & 7 Ors, through their Constituted Attorney, Shri Harshadrai Jethalal Joshi as the Vendors of the First Part and Ferro Alloys Corporation Limited as the Purchasers of the Other Part, the Vendors granted, conveyed, transferred and assured the said Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.
- (iv) By an Indenture dated 21<sup>st</sup> December, 1993 duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE/3401/1993 and made by and between Ferro Alloys Corporation Limited as the Vendor of the One Part and Rohan Shopping Mall Private Limited as the Purchaser of the Other Part, the Vendor granted, conveyed, transferred and assured the said

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Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.

(v) By a Deed of Conveyance dated 1<sup>st</sup> March, 2011, duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE-1/1750/2011 and made by and between Rohan Shopping Mall Pvt. Ltd. therein referred to as The Vendor of the One Part and M/s. Shah and Mandhara Enterprises therein referred to as the Purchaser/s of the Other Part, the Vendor granted, conveyed, transferred and assured the said Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.

(vi) By a Deed of Conveyance dated 25<sup>th</sup> September, 2018 duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE-4/10468/2018 and made by and between M/s. Shah and Mandhara Enterprises therein referred to as The Vendor of the One Part and M/s. Jas Realty therein referred to as the Purchaser/s of the Other Part, the Vendor granted, conveyed, transferred and assured the said Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.

(vii) In these circumstances the said M/s. Jas Realty became Owner of the said Property.

**C. Property Registration Card:**

The latest Property Registration Card issued by the City Survey Office No.1/2, Mumbai dated 23<sup>rd</sup> May, 2022 still stands in the name of M/s. Shah and Mandhara Enterprises.



**D. Search Report:**

Search Report dated 19<sup>th</sup> October, 2023 for the period of 54 years i.e. from 1970 to 2023 taken by Mr. N. D. Rane, Search Clerk at the office of Sub – Registrar of Assurances at Bombay and Bandra.

2. On perusal of the abovementioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of **M/s. Jas Realty** to the said Property as Owner is clear, marketable and free from all encumbrances.

3. **Owners of the land:**

M/s Jas Realty is Owner of the said Property.

4. The flow of the ownership rights to M/s Jas Realty, to the said Property is enclosed herewith as annexure.

Encl: Annexure.

Date: 06.03.2025

  
[SANMISH GALA]  
Advocate

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**FORMAT A**

**(CIRCULAR NO:28/2021)**

**FLOW OF THE TITLE OF THE SAID PROPERTY**

Sr. No.

1) Title Documents:

- a. By an Indenture dated 21<sup>st</sup> June, 1988 duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. P-BBE-725/88 (BBE-3/5162/2012) and made by and between Abdul Rehman Kamaluddin Ashtikar & 7 Ors, through their Constituted Attorney, Shri Harshadrai Jethalal Joshi as the Vendors of the First Part and Ferro Alloys Corporation Limited as the Purchasers of the Other Part, the Vendors granted, conveyed, transferred and assured the said Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.
- b. By an Indenture dated 21<sup>st</sup> December, 1993 duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE/3401/1993 and made by and between Ferro Alloys Corporation Limited as the Vendor of the One Part and Rohan Shopping Mall Private Limited as the Purchaser of the Other Part, the Vendor granted, conveyed, transferred and assured the said Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.



- c. By a Deed of Conveyance dated 1<sup>st</sup> March, 2011, duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE-1/1750/2011 and made by and between Rohan Shopping Mall Pvt. Ltd. therein referred to as The Vendor of the One Part and M/s. Shah and Mandhara Enterprises therein referred to as the Purchaser/s of the Other Part, the Vendor granted, conveyed, transferred and assured the said Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.
- d. By a Deed of Conveyance dated 25<sup>th</sup> September, 2018 duly registered with the Sub-Registrar of Assurances at Bombay (Mumbai) under Serial No. BBE-4/10468/2018 and made by and between M/s. Shah and Mandhara Enterprises therein referred to as The Vendor of the One Part and M/s. Jas Realty therein referred to as the Purchaser/s of the Other Part, the Vendor granted, conveyed, transferred and assured the said Property to the Purchaser therein for the consideration and on the terms and conditions as set out therein.
- 2) The latest Property Registration Card issued by the City Survey Office No.1/2, Mumbai dated 23<sup>rd</sup> May, 2022 still stands in the name of M/s. Shah and Mandhara Enterprises.
- 3) Mutation Entry No – Not Applicable.
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- 5) Litigations if any – Nil

Date:06.03.2025

  
[SANMISH GALA]  
Advocate