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FORM - A

(Circular No.28 / 2021)

**LEGAL TITLE REPORT**

The MahaRERA,  
Mumbai.

Dear Sirs,

Sub: Title Clearance Certificate in respect of land bearing Final Plot No.36 of Town Planning Scheme No. II, Mahim, admeasuring 557.7 sq. mtrs. or thereabouts in the Registration Sub-District and District of Mumbai City situate at Lt. Dilip Gupte Marg, Mahim, Mumbai - 400 016 (hereinafter referred to as "**the Property**")

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1. Under instructions of Messrs. GFT Realtors LLP ("**Promoters**"), we have investigated the title to the Property, and at their request, and inter alia on perusal of the documents mentioned below, have to state as under:

**A. Description of the Property:**

Final Plot No.36 of Town Planning Scheme No. II, Mahim admeasuring 557.70 sq.mtrs.

**B. The documents of title examined by me:**

1. Copy of T.P. Remarks dated 8<sup>th</sup> August 2022 issued by the Asst. Engineer, Town Planning with Form - A and plan annexed thereto.
2. Copy of Agreement dated 14<sup>th</sup> November 1975 executed by Mr. Shankar Rajaram Khot in favour of one Rajendra R. Chhapwale and Ramdas V. Chhapwale, partners of Monarch Construction Company
3. Copy of Completion Certificate bearing No. EB/5735/A dated 4<sup>th</sup> May 1977 issued by the Municipal Corporation of Greater Bombay in respect of the property
4. Copy of registered Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 executed by Shankar R. Khot along with the Annexures thereto dated 2<sup>nd</sup> January 1979 registered under Serial No. S-6 of 1979.
5. Copy of Agreement dated 19<sup>th</sup> January 1976 executed by Monarch Construction Company in favour of Madhukar Krishna Joshi and Mrs. Meena Mohan Joshi for sale of Flat No. A-9 on the Ground Floor of Annexe Building.
6. Copy of Deed of Apartment dated 26<sup>th</sup> February 1979 executed by Shankar Rajaram Khot and Monarch Construction Company in favour of Madhukar Krishna Joshi and Mrs. Meena Madhukar Joshi in respect of Apartment No. A-9 and 14.46% undivided share in the plot registered under Serial No. BOM/1363 of 1979.
7. Copy of Deed of Apartment dated 21<sup>st</sup> June 2007 executed by Madhukar Krishna Joshi in favour of Lexicon Chemicals Private Ltd. in respect of Apartment No. A-9 and 14.46% undivided share in the plot registered under Serial No. BBE-1-06936 of 2007.
8. Copy of Deed of Apartment dated 27<sup>th</sup> February 1979 executed by Shankar Rajaram Khot and Monarch





Construction Company in favour of Mrs. Manek Amratlal Sheth, Dr. (Mrs.) Niroo Gupta and Mrs. Sarla Amratlal Sheth in respect of Apartment No. A-10 and 14.46% undivided share in the plot, registered under Serial No. BOM/1362 of 1979.

9. Copy of Indenture dated 10<sup>th</sup> November 1989 executed by Dr. (Mrs.) Niroo Gupta and Mrs. Sarla Amratlal Sheth and Mrs. Hemangini Manhar Shah in favour of one Mrs. Mayagauri Nyalchand Kothari in respect of Apartment No. A-10 and 14.46% undivided share in the plot, registered under Serial No. PBBE/3089 of 1989.
10. Copy of Deed of Apartment dated 22<sup>nd</sup> June 2007 executed by Hiren Nyalchand Kothari, Avani Hiren Kothari and Kiran Nyalchand Kothari in favour of Lexicon Chemicals Pvt. Ltd. in respect of Apartment No. A-10 and 14.46% undivided interest in the plot, registered under Serial No. BBE-1-06992 of 2007.
11. Copy of Agreement dated 24<sup>th</sup> September 1976 executed by Monarch Construction Company in favour of Mohan Mahipati Pendse and Smt. Madhuvanti Mohan Pendse for sale of Flat No. A-11 on the Second Floor of Annexe Building.
12. Copy of Deed of Apartment dated 26<sup>th</sup> February 1979 executed by Monarch Construction Company in favour of Mohan Mahipati Pendse and Mrs. Madhuvanti Mohan Pendse in respect of Apartment No. A-11 and 14.15% undivided share in the plot, registered under Serial No. BOM/1364 of 1979
13. Copy of Indenture dated 22<sup>nd</sup> April 1990 executed by Mohan Mahipati Pendse and Smt. Madhuvanti Mohan Pendse in favour of Anil Liladhar Shah in respect of Apartment No. A-11 along with 14.15% undivided share in the plot.



14. Copy of Deed of Apartment dated 15<sup>th</sup> May 2007 executed by Anil Liladhar Shah in favour of Beluga Biozymes Private Ltd., in respect of Apartment No. A-11 and 14.15% undivided share in the plot, registered under Serial No. BBE-1-05183 of 2007.
15. Copy of Conveyance executed by Shankar Rajanram Khot dated 30<sup>th</sup> June 1990 in favour of Vasant Hari Bedekar in respect of Apartment No. O-3, registered under Serial No. BBE-1765 of 1990
16. Probate of the Last Will and Testament of Shankar Rajaram Khot in T. & I.J. Petition No. 313 of 2003.
17. Copy of Declaration dated 20<sup>th</sup> May 2023 for Revocation of the Declaration dated 2<sup>nd</sup> January 1979 and registered the same at the Mumbai Sub-Registry under Serial No.BBE-3/10047 of 2023;
18. Original Development Agreement dated 1<sup>st</sup> June 2023 registered at the Mumbai Sub-Registry under Serial No. BBE-3/10686 of 2023,
19. Original Powers of Attorney both dated 1<sup>st</sup> June 2023 registered at the Mumbai Sub-Registry under Serial Nos. BBE-3/10687 of 2023 and BBE-3/10688 of 2023,
20. Copy of LLP Agreement dated 25.10.2017 of Gala Habitats LLP,
21. Property Card in respect of the Property



C. **7/12 Extract/ Property Card:**

The Property Card dated 6<sup>th</sup> January 2010 pertaining to the Property bearing F. P No.36 of Town Planning Scheme No. II, reflects the names of (1) Tilottama Shankar Khot (M.R.No.302/08) (2) Dhiren Shankar Khot (M.R. No.303/08) and(3) Lexicon Chemicals Private Limited (M.R. No.304/08) as owners. Further the names of Mrs. Madhushri Dhiren Khot and M/s. Beluga Biozymes Private Limited are still remaining to be entered.

D. **Search Report:**

Copy of Search Report for the last 49 years. (Separately enclosed herewith and marked as **Annexure-B**)

2. On perusal of the abovementioned documents and other relevant documents relating to land bearing Final Plot No.36 of TPS II of Mahim, and relying on the same, we are of the opinion that in view of what is set out in **Annexure "A"** and as set out therein, the title of (1) Mrs. Tilottama Shankar Khot (2) Dhiren Shankar Khot (3) Mrs. Madhushri Dhiren Khot (4) M/s. Lexicon Chemicals Private Limited and (5) M/s. Beluga Biozymes Private Limited to the captioned Property is clear and marketable and free from encumbrances.

Further, in view of and for the reasons and subject to what is set out in **Annexure "A"**, we are of the opinion that GFT Realtors





LLP is entitled in its own right as Promoters of the captioned Property to redevelop the Property, grant to the Land Owners Permanent Alternate Accommodation Premises in the New Building in terms of the Development Agreements and Permanent Accommodation Agreement with them, and to sell the surplus Premises therein to persons of their choice on own account and for themselves.

3. The Report reflecting the flow of the title of the Promoters to the Property and the right of the Promoters thereto is separately enclosed and marked **Annexure "A"**.

Encl: as above

Date : 14<sup>th</sup> May 2025

Place: Mumbai

For **NARAYANAN & NARAYANAN,**

A handwritten signature in blue ink, appearing to be 'Anand', is written over the printed name 'NARAYANAN & NARAYANAN'.

Partner

**ANNEXURE "A"**

**FLOW OF THE TITLE OF THE PROJECT LAND**

1. **Property Card as on date of application for registration.**

The Property Card pertaining to the property bearing F. P. No.36 of Town Planning Scheme No. II reflects the names of (1) Tilottama Shankar Khot (2) Dhiren Shankar Khot and (3) Lexicon Chemicals Private Limited as owners. Further the names of Mrs. Madhushri Dhiren Khot and M/s. Beluga Biozymes Private Limited are remaining to be entered on the Property Card.

2. **Mutation Entry**

N.A.

3. **Searches and Revenue Records**

We had caused searches to be carried out and a copy of the Search Report obtained by us is annexed hereto as **Annexure "B"**.

4. **Any other Relevant Title**

4.1 **Title Flow**

- 4.1.1 One Shankar Rajaram Khot ("**the Original Owner**") was during his lifetime entitled to land bearing Final Plot No.36 of



Town Planning Scheme No.II, Mahim, Mumbai 400 016 admeasuring 557.7 sq.mtrs. or thereabouts together with the building **MANORAMA**, then comprising of ground and two upper floors and a closed garage standing thereon ("**the Original Property**").

4.1.2 The Original Owner by an Agreement dated 14<sup>th</sup> November 1975 ("**the said Agreement**") executed in favour of one Rajendra R. Chhapwale and Ramdas V. Chhapwale, partners of Monarch Construction Company ("**Monarch**"), for the consideration therein mentioned, permitted and authorised Monarch to construct an additional floor over the existing building **MANORAMA** and to also construct an Annexe building thereto of stilt/ground and three upper floors, and to sell the flats to be constructed by them on the Ground, First and Second Floors of the Annexe building to persons of their choice on 'ownership' basis, and to receive from the acquirers of such premises the purchase consideration on account thereof. In terms of the said Agreement, the Original Owner was, in lieu of granting to Monarch development rights as aforesaid, to be entitled to and vested with the "ownership" of the additional floor constructed over the existing building **MANORAMA** and the terrace thereto, the Third Floor and terrace of the Annexe building, and the three garages under the Stilts to be so constructed in the Annexe building





- 4.1.3 Pursuant to the said Agreement, Monarch constructed on the existing building **MANORAMA** a Third Floor with an adjacent terrace, and also an Annexe building thereto comprising of stilt/ground and three upper floors called **MANORAMA ANNEXE**, and obtained Completion Certificate therefor from the Municipal Corporation of Greater Bombay (as it then was) vide No.EB/5735/A dated 4<sup>th</sup> May 1977.
- 4.1.4 Monarch, thereafter, in their own right, sold the premises on the Ground, First and Second Floors of **MANORAMA ANNEXE** to persons of their choice on 'ownership' basis, and received and appropriated to themselves the entire consideration receivable on account thereof; in terms of the said Agreement, Monarch also granted to the Original Owner the Third Floor and the newly laid out adjacent terrace on **MANORAMA** and also the Third Floor with the terrace on the Third Floor of **MANORAMA ANNEXE**.
- 4.1.5 In terms as covenanted by the Original Owner with Monarch, and Monarch in turn under the Agreements executed by them in favour of the acquirers of premises on the Ground, First and Second Floors of the said building **MANORAMA ANNEXE**, the Original Owner, by a Declaration dated 2<sup>nd</sup> January 1979 registered at the Mumbai Sub-Registry under Serial No.S-6 of 1979 ("**the said Declaration**") submitted the Property to the provisions of the Maharashtra Apartment Ownership Act, 1970 by carving out the same into ten Family Units, two



Terrace Units and four Garage Units (collectively called "**Apartments**") and the undivided interest of each Apartment Owner in the common areas and facilities (including in the said Plot) and in the restricted common areas and facilities (as defined in the Declaration) were specified as extracted below, viz.

Sr. No.	Percentage of undivided interest in Common Areas and Facilities (including the said Plot)
Family Unit No. O1	1.4%
Family Unit No. O2	2.7%
Family Unit No. O3	1.67%
Family Unit No. O4	3.44%
Family Unit No. O5	4.48%
Family Unit No. O6	17.92%
Terrace Unit No. O7 (Terrace) (Restricted common area attached to Family Unit O6)	4.27%
Family Unit No. A9	14.46%
Family Unit No. A10	14.46%
Family Unit No. A11	14.15%
Family Unit No. A12	13.85%
Terrace Unit No. A13 (Terrace)	2.8%

Garage Unit No. O8G (Garage)	2.21%
Garage Unit No. A14S (Garage under Stilt)	0.73%
Garage Unit No. A15S (Garage under Stilt)	0.73%
Garage Unit No. A16S (Garage under Stilt)	0.73%
Total	100%

Certain anomalies in the said Declaration were rectified by executing a Supplemental Declaration thereto. The Apartment-Owners in the said buildings **MANORAMA** and **MANORAMA ANNEXE** jointly constituted a Condominium known as **Manorama Apartment Owners Condominium**.

4.1.6 Pursuant to the said Declaration as rectified by the Supplemental Declaration aforesaid, the Original Owner and Monarch jointly executed and got registered in favour of the acquirers of premises in the building **MANORAMA ANNEXE** separate Deeds of Apartments in respect of the various Apartments acquired by them as per particulars below, granting to each of such acquirers the Apartment respectively agreed to be acquired by him/her/them along with undivided interest in the common areas and facilities in the manner specified below:





<b>Apartment Number and %age of undivided interest in the common areas and facilities</b>	<b>Names of Apartment Owners</b>	<b>Date of Deed of Apartment and Registration Particulars</b>
A-9  14.46%	Madhukar Krishna Joshi and  Mrs. Meena Madhukar Joshi	26 <sup>th</sup> February 1979  S.No.BOM/1363 of 1979
A-10  14.46%	Mrs. Manek Amratlal Sheth  Dr. (Mrs.) Niroo Gupta  Mrs. Sarla Amratlal Sheth	27 <sup>th</sup> February 1979  S.No.BOM/1362 of 1979
A-11  14.15%	Mohan Mahipati Pendse  Mrs. Madhuvanti Mohan Pendse	26 <sup>th</sup> February 1979  S.No.BOM/1364 of 1979

4.1.7 Consequent on execution of the Deed of Apartment in favour of the abovenamed purchasers and grant of constructed premises to the Original Owner in terms as provided in the Agreement, Monarch had discharged their obligations and thereupon ceased to have any manner of further right or claim

to the Property, and thereafter the Original Owner (and after his lifetime, his legal heirs) along with the owners for the time being of the various Apartments – and undivided shares in the said Plot – were and have been managing and maintaining the Property and paying the taxes and outgoings in respect thereof.

4.1.8 The Original Owner also, in his own right as owner by another Deed, described as a Deed of Conveyance dated 30<sup>th</sup> June 1990, granted to one Vasant Hari Bedekar a 1.67% undivided right to and in the said Plot and the entire proprietary interest in Apartment No.O-3 for the consideration and in the manner therein appearing; the said Deed of Conveyance is registered at the Bombay Sub-Registry under Serial No.BBE/1765 of 1990.

4.1.9 The Original Owner, during his lifetime, and his legal heirs, after his death, did not execute any Deed of Apartment in respect of the remaining Apartments in the said building, viz. Apartments Nos.O-1, O-2, O-4 to O-7, O-8G, A12, A-13 and A14S, A15S and A16S, and continued to hold the same as absolute owners thereof, together with the undivided share in the said Plot annexed thereto,

4.1.10 Madhukar Krishna Joshi (the acquirer of Apartment No. A-9 and 14.46% undivided share in the said Plot) thereafter, with the consent of Mrs. Neelima Maghrajh (his only child and the



only other legal heir of Mrs. Meena Madhukar Joshi, who had passed away on 13<sup>th</sup> August 2003), in turn, by an Indenture dated 21<sup>st</sup> June 2007 sold transferred and conveyed all and whatever their 14.46% share in the said Plot together with the proprietary rights in Apartment No.A-9 and all and whatever his(their) other rights thereto and therein to the M/s. Lexicon Chemicals Private Limited for the consideration and in the manner therein recorded; the said Indenture is registered at the Bombay Sub-Registry under Serial No.BBE-1/6936 of 2007,

4.1.11 Mrs. Manek Amratlal Sheth (the joint acquirer of Apartment No.A-10 and 14.46% undivided share in the said Plot) died on 18<sup>th</sup> April 1986; thereupon the remaining owners, Dr. (Mrs.) Niroo Gupta and Mrs. Sarla Amratlal Sheth alongwith (the other legal heirs of Mrs. Manek Amratlal Sheth) Mrs. Hemangini Manhar Shah by an Indenture dated 10<sup>th</sup> November 1989 registered at the Bombay Sub-Registry under Serial No. PBBE/3089 of 1989 sold transferred and conveyed all their 14.46% undivided share in the said Plot together their proprietary rights in Apartment No.A-10 and all and whatever their other rights thereto and therein to one Mrs. Mayagauri Nyalchand Kothari for the consideration and in the manner therein recorded,

4.1.12 The said Mrs. Mayagauri Nyalchand Kothari passed away on 2<sup>nd</sup> September 2006; thereupon Hiren Nyalchand Kothari





alongwith Avani Hiren Kothari and Kiran Nyalchand Kothari by a Deed of Apartment dated 22<sup>nd</sup> June 2007 sold transferred and conveyed all their 14.46% undivided share in the said Plot together with the proprietary rights in Apartment No.A-10 and all and whatever their other rights thereto and therein to the M/s. Lexicon Chemicals Private Limited for the consideration and in the manner therein recorded. The said Deed of Apartment is registered at the Bombay Sub-Registry under Serial No.BBE-1/ 6992 of 2007.

4.1.13 Mohan Mahipati Pendse and Mrs. Madhuvanti Mohan Pendse (the acquirer of Apartment No.A-11 together with a 14.15% undivided share in the said Plot) also by and Indenture dated 22<sup>nd</sup> April 1990 sold transferred and conveyed all and whatever their 14.15% share right title and interest to and in the said Plot together with the proprietary rights in Apartment No.A-11 and all and whatever their other rights thereto and therein to one Anil Liladhar Shah for the consideration and in the manner therein recorded.

4.1.14 The said Anil Liladhar Shah thereafter by an Indenture dated 15<sup>th</sup> June 2007 registered at the Bombay Sub-Registry under Serial No.BBE-1/5183 of 2007 sold transferred and conveyed all and whatever the said 14.15% share right title and interest to and in the said Plot together with the proprietary rights in Apartment No.A-11 and all and whatever his other rights thereto and therein to the M/s. Beluga Biozymes Private



Limited for the consideration and in the manner therein recorded.

4.1.15 One Vasant Hari Bedekar (the acquirer of Apartment No.O-3 and a 1.67% undivided right in the said Plot), by an Apartment Deed dated 16<sup>th</sup> February 1996 registered at the Bombay Sub-Registry under Serial No.BBE-3/649 of 1996 sold transferred and conveyed all and whatever his 1.67% share in the said Plot together with the proprietary rights in Apartment No.O-3 and all and whatever his other rights thereto and therein to and in favour of Mrs. Madhushri Dhiren Khot for the consideration and in the manner therein recorded.

4.1.16 The Original Owner died at Mumbai on 16<sup>th</sup> August 2003 after making and publishing his Last Will and Testament dated 26<sup>th</sup> December 1992. Mrs. Tilottama Shankar Khot and Dhiren Shankar Khot, who are the widow and son respectively of the Original Owner, and who were appointed Executrix and Executor respectively under the said Will vide T. & I. J. Petition No.313 of 2003 applied to the Hon'ble Bombay High Court for grant of Probate to the said Last Will and Testament, which was granted by the Hon'ble Court on 11<sup>th</sup> November 2003. Pursuant thereto, the said Mrs. Tilottama Shankar Khot and Dhiren Shankar Khot, in their capacity as such Executrix and Executor respectively under the said Last Will by a Deed of Transfer dated 12<sup>th</sup> March 2007 registered at the Bombay Sub-Registry under Serial No.BBE-1/2584 of 2007

transferred unto themselves, i.e. Mrs. Tilottama Shankar Khot and Dhiren Shankar Khot, in their capacity as legatees under the said Last Will and Testament the said Plot together with the building Manorama and the Manorama Annexe and the Closed Garage standing thereon to hold the same as absolute owners thereof,

4.1.17 In the circumstances, by virtue of diverse mesne assignments effected by the acquirers and holders of Apartment from time to time, the said Apartment together with the undivided interest of each Apartment Owner in the Common areas and facilities, including the said Property and in the restricted common areas and facility, came to vest as under, viz.

Name of Owner	Family Unit Nos.	Percentage of undivided interest in the Common areas and facilities in the Property (including the said Plot)
Mrs. Tilottama Shankar Khot	O-1, O-2, O-4, to O-8, A-12 to A-15	55.26%
Dhiren Shankar Khot		





Mrs. Madhushri Dhiren Khot	O-3	1.67%
Lexicon Chemicals Private Ltd.	A-9,A-10	28.92%
Beluga Biozymes Private Ltd.	A-11	14.15%

(hereinafter the said Mrs. Tilottama Shakar Khot, Dhiren Shankar Khot, Mrs. Madhushri Dhiren Khot, M/s. Lexicon Chemicals Private Limited and M/s. Beluga Biozymes Private Limited are collectively referred to as "**Owners**").

4.1.18 The various Apartments in the building (some of which were further carved out into multiple units) were let out to and occupied by various persons in their own right or as tenants paying rents therefor.

4.1.19 The said building Manorama and Manorama Annexe were in a dilapidated state, and unsafe for habitation, and pursuant to and in compliance of a notice received from the Municipal Corporation of Greater Mumbai, were pulled down and demolished.

4.1.20 In the circumstances prior to May 2023, the Owners, as amongst themselves, held the ownership / proprietary rights to all the Apartments in the building Manorama / Manorama

Annexe as formerly stood on the Property together with the undivided shares in the said Plot and other rights attached thereto.

4.1.21 The Owners thereupon, as holders of the entire proprietary rights of all the Apartments in the said building and also the 100% ownership of the said plot determined unanimously to remove the said Plot and the various Apartments therein from the scheme of Apartment Ownership and the provisions of the Maharashtra Apartment Ownership Act, 1970; pursuant thereto and to effectuate their aforesaid intent and decision, the Owners have on 20<sup>th</sup> May 2023 made and executed a Declaration for Revocation of the Declaration dated 2<sup>nd</sup> January 1979 and registered the same at the Mumbai Sub-Registry under Serial No. BBE-3/ 10047 of 2023; by virtue of the said Declaration and as a consequence and effect thereof, the Owners, as amongst themselves now hold the Property jointly as tenants-in-common, each of them having shares therein as under, viz.

Name of Owners	Percentage of ownership interest
Mrs. Tillotama Shankar Khot	55.26%
Dhiren Shankar Khot	
Mrs. Meethushree Dhiren Khot	1.67%
Lexicon Chemicals Private Ltd.	28.92%



Beluga Biozymes Private Ltd.	14.15%
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4.1.22 The Owners, constituting amongst themselves, the 100% owners and title-holders in respect of the said Plot and also of the holders of the entire proprietary rights in the various Apartments have thereafter by a Development Agreement dated 1<sup>st</sup> June 2023 registered at the Worli Sub-Registry under Serial No. BBE-3/10686 of 2023 ("Development Agreement") granted to one GFT Realtors LLP, having its address as aforesaid ("**Developers**") development rights of the said Property, with right and authority to the Developers to redevelop the said Property in the manner therein recorded. The Owners have also thereupon made and executed in favour of one Mr. Jaydeep Vinod Mehta and Mrs. Shivanshi R. Gala Shah nominated by the Developers two separate Powers of Attorney granting them various powers and authorities as therein conferred, which Powers of Attorney have been registered under Serial Nos. BBE-3/10687 of 2023 and BBE-3/10688 of 2023 respectively.

4.1.23 We had caused Public Notices to be published on 21<sup>st</sup> July 2022 in the issue of Maharashtra Times in Marathi and Times of India in English inviting claims from any person claiming rights to the Property or any part thereof in negation of the rights asserted by the Owners. Pursuant thereto, we have not received any claims from any person claiming any rights in the said Property.



**5. LITIGATIONS:**

There are no pending Litigations related to the said Property.

**6. OPINION:**

In the circumstances the title of (1) Mrs. Tilottama Shankar Khot (2) Dhiren Shankar Khot (3) Mrs. Madhushri Dhiren Khot (4) M/s. Lexicon Chemicals Private Limited and (5) M/s. Beluga Biozymes Private Limited ("**Owners**") to the captioned Property is clear and marketable and free from encumbrances. Further, by virtue of the Development Agreement and the Power of Attorney/s executed by the Developer with the Owners, the rights of the Developers M/s. GFT Realtors LLP to develop and construct the New Building on the Property in terms of the sanctioned plans and to sell the premises, other than the premises liable to be granted to the Owners and the Tenants of the Owners, is in our opinion, clear, marketable and free from encumbrances and claims.

Date: 14<sup>th</sup> May 2025

Place: Mumbai

For **NARAYANAN & NARAYANAN,**

  
Partner

## **ANNEXURE - B**

**EKNATH S. GAOKAR** (SEARCH CLERK)

18/B/2, Raja Bahadur Mansion, 2<sup>nd</sup> Floor, 2 Homi Modi Cross Street, Off. Fort Chamber, Roshni Xerox, Mumbai-400023

Mob. Nos. 9820083087  
gaokar786.1830@rediffmail.com  
9969259726

Email –

Pan No. AIPPG8914Q

Date : 21-04-2025

To,

Narayanan & Narayanan  
Advocates & Solicitors,  
Mumbai.

Re: Investigation of title of property being Land  
bearing Final Plot No. 36, T. P. S. Mahim No.  
II, Cadastral Survey No. 2/509 of Mahim  
Division.

Madam,

Under your instructions, I have caused search to be taken in respect of abovementioned property from 1974 to 2022 (Last 49 Years) and from online E-search from the year 1985 to 2025 (Last 41 Years) respectively.

During the course of search I have found the following documents registered /indexed therein.

### **From the year 1974 To, 2022 (Last 49 Years) at S.R.O. Mumbai**

1974 – Torn

1975 – Partly Torn

BOM  
1062  
1974

Reconveyance Deed  
Rs. 40,000/-

19-04-1974  
24-11-1975

The Deccan Merchants Cooperative Bank Limited.



"The Mortgagees" of the One Part.

To,

Shankar Rajaram Khot.

"The Mortgagor" of the Other Part.

By an Indenture of Mortgage dated the 26<sup>th</sup> day of July 1952 and made between Dr. Miss Malatibai Rajaram Khot therein called the Mortgagor of the One Part and Gokuldas Bhanji and Bai Parvatibai w/o. the said Gokuldas Bhanji therein called the Mortgagees of the other part and registered in the office of the Sub-Registrar of Assurance at Bombay on the 24<sup>th</sup> day of March 1953 under serial No. 4329 of 1952 of Book No. 1 in consideration of the sum of Rs. 20,000/- paid by the Mortgagees to the said Dr. Miss Malatibai Rajaram Khot.

The said Dr. Miss Malatibai by her said will appointed the Mortgagor the sole executor thereof and the Mortgagor obtained Probate of the said Will from the High Court of Judicature on the 24<sup>th</sup> of February 1954. The Mortgagor thus came absolutely entitled to the said land hereditaments and premises more particularly described in the Schedule hereunder written subject to the said Indenture of Mortgage dated the 26<sup>th</sup> day of July 1952.

By a Deed a Transfer of Mortgage and Further Charge dated the 19<sup>th</sup> day of December 1954 and made between the said Gokuldas Bhanji and Bai Parvatibai wife of the said Gokuldas Bhanji therein called the Transferors of the first part, the said Gokuldas Bhanji, Bai Parvatibai wife of the said Gokuldas Bhanji and Kanji Devkaran therein called the Transferors of the second part, the Mortgagor of the third part and the Mortgagees therein called the Transferees of the fourth part in consideration of the sum of Rs. 31,000/- paid to the Transferors of the first part as Mortgagees under the said hereinbefore recited Indenture of Mortgage, dated the 26<sup>th</sup> day of July 1952.

And in consideration of the sum of Rs. 9,000/- paid by the Mortgagees to the Mortgagor, the Mortgagor did thereby covenant to pay to the Mortgagees the aggregate sum of Rs. 40,000/- with interest in manner therein mentioned.

**The Schedule Above Referred To :**

All that piece or parcel of pension and tax tenure land situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft. and 10 ft. proposed passage and admeasuring 569 Sq. Yards and which piece of land forms a portion of a larger piece of land admeasuring about 1672 Sq. Yards or thereabouts being Cadastral Survey no. 2/509 of Mahim Division.



1978 – Torn

1979 – (Index-II record is torn, hence an entry has been taken from Photo-Copy of the said document.)

BOM  
6  
1979

Declaration Deed

02-01-1979  
02-01-1979

Shri. Shankar Rajaram Khot.  
“The Grantor”.

DOTH HEREBY STATE as follows:

**FIRST** : That the Grantor owns or otherwise fully and absolutely entitled to the land bearing Final Plot No. 36 of Town Planning scheme Mahim No. II, Lt. Dilip Gupte Road, Mahim, Bombay 400 015 in the Registration District and Sub District of Bombay City and Bombay Suburban and more particularly described in the schedule hereunder written :

**Schedule Of The Land Above Referred To :**

All that piece or parcel of pension and tax tenure land situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft. and 10 ft. proposed passage and admeasuring 667 Sq. Yards, i.e. 557.90 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme Mahim No. II in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing CRR No. H-946 and bearing Cadastral Survey no. 2/509 of Mahim Division.

1980 – Torn  
1981 – Torn  
1982 – Partly Torn  
1983 – Partly Torn

1984}  
To, } – Torn  
1989}

1990 – (Index-II record is torn, hence an entry has been taken from Photo-Copy of the said document.)

BOM  
1363  
1979

Apartment Deed  
Rs. 98,150/-

26-02-1979  
13-02-1990

Shri Shankar Rajaram Khot.

"The Vendor" of the First Part.

1) Rajendra R. Chhapwale.

2) Ramdas V. Chhapwale.

(carrying on business in partnership in the firm name  
and style of M/S. Monarch Construction Company.)

"The Confirming Parties" of the Second Part.

AND

1) Shri Madhukar Krishna Joshi.

2) Smt. Meena Madhukar Joshi.

"The Purchasers" of the Third Part.

**The First Schedule Above Referred To :**

All that piece or parcel of pension and tax tenure land situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft. and 10 ft. proposed passage and admeasuring 667 Sq. Yards, i.e. 557.70 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme Mahim No. II in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing CRR No. H-946 and bearing Cadastral Survey no. 2/509 of Mahim Division.

**The Second Schedule Above Referred To :**

All the 14.46% share in all that piece or parcel of land hereditaments and remises and more particularly described in the first schedule hereinabove written together with Apartment No. A-9 on the ground floor of the Annexe Building described in 'A' and 'B' situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft and 10 ft proposed passage and admeasuring 667 Sq. Yards, i.e. 557.70 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme, Mahim No. II and bearing Cadastral Survey No. 2/509 of Mahim Division.

**The Third Schedule Above Referred To :**

1. Conveyance dated 28<sup>th</sup> day of February 1944 made between Kashinath Mukund Keni and others of the First Part. Lile Bhagwat Keni and others of the Second Part Maliraddi Hanamareddi Belaugi of the third part and Dr. Miss Malathi bai Rajaram Khot of the fourth part.
2. Declaration dated 26<sup>th</sup> day of July 1952 of Dr. Miss Malathi bai Rajaram Khot to Goculdas Bhanji and Another.
3. Deed of Indenture of Mortgage dated the 26<sup>th</sup> day of July 1952 made between Dr. Miss. Malathi Bai Rajaram Khot to Goculdas Bhanji and Another.



4. Receipt for Rs. 10,000/- given by Dr. Miss Malathi Bai Rajaram Khot to Goculdas Bhanji and Another.
  5. Probate dated the 24<sup>th</sup> November 1954 Dr. Miss Malathi Bai Rajaram Khot granted to Shankar Rajaram Khot.
- 

1990 – (Index-II record is torn, hence an entry has been taken from Photo-Copy of the said document.)

BOM  
1362  
1979

Apartment Deed  
Rs. 98,150/-

27-02-1979  
13-02-1990

Shri Shankar Rajaram Khot.

“The Vendor” of the First Part.

- 1) Rajendra R. Chhapwale.
- 2) Ramdas V. Chhapwale.  
(carrying on business in partnership in the firm name and style of M/S. Monarch Construction Company.)  
The Confirming Parties” of the Second Part.

AND

- 1) Shri Monek Amratlal Sheth.
- 2) Dr. (Mrs) Niroo Gupta.
- 3) Smt. Sarla Amratlal Sheth.  
“The Purchasers” of the Third Part.

**The First Schedule Above Referred To :**

All that piece or parcel of pension and tax tenure land situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft. and 10 ft. proposed passage and admeasuring 667 Sq. Yards, i.e. 557.70 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme Mahim No. II in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing CRR No. H-946 and bearing Cadastral Survey no. 2/509 of Mahim Division.

**The Second Schedule Above Referred To :**

All the 14.46% share in all that piece or parcel of land hereditaments and premises



and more particularly described in the first schedule hereinabove written together with Apartment No. A-10 on the First floor of the Annexe Building described in 'A' and 'B' situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft and 10 ft proposed passage and admeasuring 667 Sq. Yards, i.e. 557.70 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme, Mahim No. II bearing CRR No. H-946 and bearing Cadastral Survey No. 2/509 of Mahim Division.

**The Third Schedule Above Referred To :**

1. Conveyance dated 28<sup>th</sup> day of February 1944 made between Kashinath Mukund Keni and others of the First Part. Lile Bhagwat Keni and thers of the Second Part Maliraddi Hanamareddi Belaugi of the third part and Dr. Miss Malathi bai Rajaram Khot of the fourth part.
2. Declaration dated 26<sup>th</sup> day of July 1952 of Dr. Miss Malathi bai ajaram Khot to Goculdas Bhanji and Another.
3. Deed of Indenture of Mortgage dated the 26<sup>th</sup> day of July 1952 made between Dr. Miss. Malathi Bai Rajaram Khot to Goculdas Bhanji and Another.
4. Receipt for Rs. 10,000/- given by Dr. Miss Malathi Bai Rajaram Khot to Goculdas Bhanji and Another.
5. Probate dated the 24<sup>th</sup> November 1954 Dr. Miss Malathi Bai Rajaram Khot granted to Shankar Rajaram Khot.

1990 – (Index-II record is torn, hence an entry  
has been taken from Photo-Copy of the  
said document.)

BOM  
1364  
1979

Apartment Deed  
Rs. 96,000/-

26-02-1979  
29-03-1990

Shri Shankar Rajaram Khot.

“The Vendor” of the First Part.

1) Rajendra R. Chhapwale.

2) Ramdas V. Chhapwale.

(carrying on business in partnership in the firm name  
and style of M/S. Monarch Construction Company.)

“The Confirming Parties” of the Second Part.

AND

- 1) Shri Mohan Mahipati Pendse.
- 2) Smt. Madhuvanti Mohan Pendse.

"The Purchasers" of the Third Part.

**The First Schedule Above Referred To :**

All that piece or parcel of pension and tax tenure land situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft. and 10 ft. proposed passage and admeasuring 667 Sq. Yards, i.e. 557.70 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme Mahim No. II in the Registration District and Sub-District of Bombay City and Bombay Suburban bearing CRR No. H-946 and bearing Cadastral Survey no. 2/509 of Mahim Division.

**The Second Schedule Above Referred To :**

All the 14.15% share in all that piece or parcel of land hereditaments and premises and more particularly described in the first schedule hereinabove written together with Apartment No. A-11 on the Second floor of the Annexe Building described in 'A' and 'B' situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft and 10 ft proposed passage and admeasuring 667 Sq. Yards, i.e. 557.70 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme, Mahim No. II bearing CRR No. H-946 and bearing Cadastral Survey No. 2/509 of Mahim Division.

**The Third Schedule Above Referred To :**

1. Conveyance dated 28<sup>th</sup> day of February 1944 made between Kashinath Mukund Keni and others of the First Part. Lile Bhagwat Keni and others of the Second Part Maliraddi Hanamareddi Belaugi of the third part and Dr. Miss Malathi bai Rajaram Khot of the fourth part.
2. Declaration dated 26<sup>th</sup> day of July 1952 of Dr. Miss Malathi bai Rajaram Khot to Goculdas Bhanji and Another.
3. Deed of Indenture of Mortgage dated the 26<sup>th</sup> day of July 1952 made between Dr. Miss. Malathi Bai Rajaram Khot to Goculdas Bhanji and Another.
4. Receipt for Rs. 10,000/- given by Dr. Miss Malathi Bai Rajaram Khot to Goculdas Bhanji and Another.
5. Probate dated the 24<sup>th</sup> November 1954 Dr. Miss Malathi Bai Rajaram Khot granted to Shankar Rajaram Khot.



1992 – Torn  
 1993 – At SRO Custody  
 1994 – Torn

has been 1995 – (Index-II record is torn, hence an entry  
 taken from Photo-Copy of the said  
 document.)

<u>BBE</u>	<u>Apartment Deed</u>	<u>30-06-1990</u>
<u>1765</u>	Rs. 1,00,000/-	<u>10-04-1995</u>
1990		

Shri Shankar Rajaram Khot.  
 “The Vendor” of the One Part.

To,  
 To,

Shri Vasant Hari Bedekar.  
 “The Purchaser” of the Other Part.

WHEREAS by a Declaration made at Bombay on the Second day of January 1979 a scheme is submitted under the Apartment Ownership Act 1970 and is registered on 06-01-1979 by the Vendor in respect of the property named as “Manorama” situated in Final Plot No. 36 of the T.P. Scheme Mahim II more particularly described in the First Schedule hereunder.

AND WHEREAS the purchaser is holding Block No. 3, i.e. family unit no. 0. With 1.67% interest based on the value of Rs. 11,350/- for the said apartment in the total value of Rs. 6,78,550/- for all the units in the said declaration dated 02-01-1979 on the first floor of the said property as a tenant of the Vendor since the construction of the said building constructed in the year 1950 more particularly described in the schedule hereunder and as the Vendor & Purchaser are fast friends since their childhood.

**The First Schedule Above Referred To :**

All that piece or parcel of pension and tax tenure land situate at Lady Hardinge Road in the Keni Wadi and being at the junction of 60 ft. and 10 ft. proposed passage and admeasuring 667 Sq. Yards, i.e. 557.70 Sq. Metres or thereabouts and bearing Final Plot No. 36 of Town Planning Scheme Mahim No. II and Cadastral Survey no. 2/509 of Mahim Division.

**The Second Schedule Above Referred To :**

All the 1.6% share in all that the undivided piece or parcel of land described



in the first schedule hereinabove written excluding the area of other construction together with Apartment No. 0-3 on the first floor of Building Manorama.

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1996 – Torn

1997 – Torn

1998 – (Index-II record is torn, hence an entry has been taken from Card Entry.)

<u>Nature of Doct.</u>	<u>Name of the Claiming Party</u>	<u>Date of Reg.</u>	<u>Doct. No./Year</u>
<u>Consideration</u>			

<u>Agreement</u> 649 / 1998. Rs. 21,00,000/-	Smt. Madhushree D. Khot.	02-02-1998	BOM /
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**Note : - A photo-copy of the said document is currently not available for inspection,  
hence the contents of the same are not known. (C. S. No. 2-509)**

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1999}  
To, } – Torn  
2009}  
2010 – Nil  
2011 – Torn  
2012 – Torn

2013}  
To, } – Nil  
2022}

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**From the year 1985 To, 2025 (Last 41 Years) as per Online Search (E-search)**

1985}  
To, } – Nil  
2005}

<u>Mumbai -2</u> 4173 2006	<u>2006</u> <u>Declaration Deed</u>	<u>02-05-2006</u> <u>02-05-2006</u>
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Tilottama Shankar Khot.

To,

The District Collector.

Schedule : - Property being Cadastral Survey No. 2/509 of Mahim Division.

<u>PBBE</u>	<u>2006</u>	<u>10-11-1989</u>
<u>3089</u>	<u>Conveyance Deed</u>	<u>04-12-2006</u>
1989	Rs. 8,75,000/-	

- 1) Niroo Gupta.
- 2) Saria Sheth.
- 3) Hemangini Sheth.

To,

Mayagauri Kothari.

Schedule : - Property being land being Plot No. 36, Town Planning Scheme Mahim and bearing Cadastral Survey No. 2/309, admg. 557.70 Sq. Metres of Mahim Division.

<u>Mumbai -1</u>	<u>2007</u>	<u>12-03-2007</u>
<u>2584</u>	<u>Transfer Deed</u>	<u>16-03-2007</u>
2007		

- 1) Tilotama Shankar Khot.
- 2) Dhiren Shankar Khot.

To,

- 1) Tilotama Shankar Khot.
- 2) Dhiren Shankar Khot.

Schedule : - Property being land together with the structure situated at Lady Harden Road, Kini Wadi (High Court Petition No. 313-2003, according to the Will of Shankar Rajaram Khot) of Mahim Division.

\* Plot area admg. 667 Sq. Yards, i.e. 557.70 Sq. Metres.

<u>Mumbai -1</u>	<u>2007</u>	<u>15-05-2007</u>
	<u>Apartment Deed</u>	

5183  
2007

Rs. 1,25,00,000/-  
Rs. 81,32,644/-

15-05-2007

Mr. Anil Liladhar Shah.

To,

Beluga Biozymes Pvt. Ltd.  
[Director – Mr. Raghav Kulkarni.]

Schedule : - Property being Apartment No. A 2, admg. 83.64 Sq. Metres Built-up

“Annexe

on the 3<sup>rd</sup> floor of the building known as Manorama House

Building” situated at L. Dilip Gupte Road, Mahim, Mumbai-16 of Mahim Division and out of the land under the building  
(Plot area 78.91 Sq. Metres - 14.15% undivided share of the land).

Mumbai -1  
6936  
2007

2007  
Apartment Deed  
Rs. 1,10,00,000/-  
Rs. 51,94,044/-

21-06-2007  
21-06-2007

Mr. Madhukar Krishna Joshi.

To,

Lexicon Chemicals Pvt. Ltd.  
[Director – Mr. Dhiren Khot.]

Schedule : - Property being Apartment No. A 9 on the Ground floor of the building known as “Annexe Building” situated at L. H. Road, Mahim, Mumbai-16 and bearing Cadastral Survey No. 2/509 of Mahim Division. The area under this building will be written off, 14.46% of the area.

\* Built-up area admg. 83.64 Sq. Metres.

Mumbai -1  
6992  
2007

2007  
Apartment Deed  
Rs. 1,40,00,000/-  
Rs. 51,94,044/-

22-06-2007  
22-06-2007

- 1) Hiren Nyalchand Kothari.
- 2) Avni Hiren Kothari.
- 3) Kiran Lalchand Kothari.

To,



To,

Lexicon Chemicals Pvt. Ltd.  
[Director – Mr. Dhiren Khot.]

Schedule : - Property being Apartment No. A 10 on the 1<sup>st</sup> floor of the building

known as “Annexe Building” situated at Lady Jamshed Road, Mahim, Mumbai-16 and bearing Cadastral Survey No. 2/509 of Mahim Division. The area under this building will be written off from the area of 557.70 Sq. Metres, 14.46% of the area.

\* Built-up area admg. 83.64 Sq. Metres.

2008}  
To, } – Nil  
2022}

Mumbai-3  
10047  
2023

2023  
Declaration Deed

20-05-2023  
21-05-2023

- 1) Tilottama Shankar Khot.
- 2) Dhiren Shankar Khot.
- 3) Madhushri Dhiren Khot.
- 4) Lexicon Chemical Pvt. Ltd.  
[Director – Dhiren Shankar Khot.]
- 5) Beluga Biozymes Pvt. Ltd.  
[Director – Dhiren Shankar Khot.]

To,

Nil

Schedule : - Property being Final Plot No. 36, T.P.S No. 2, admg. 557.7 Sq. Mtrs  
of Mahim Division.

Mumbai-3  
10686  
2023

2023  
Development Agreement  
Rs. 9,02,81,000/-  
M.V Rs. 11,18,24,000/-

01-06-2023  
01-06-2023

- 1) Tilottama Shankar Khot.
- 2) Dhiren Shankar Khot.
- 3) Madhushri Dhiren Khot.
- 4) Lexicon Chemical Pvt. Ltd.  
[Director – Dhiren Shankar Khot.]
- 5) Beluga Biozymes Pvt. Ltd.  
[Director – Dhiren Shankar Khot.]

To,

GFT Realtors LLP,  
through Partner – Mr. Jaideep Vinod Mehta.

Schedule : - Property (Land with Structure) Manorama Building and  
Manorama

ANX Building bearing Final Plot No. 36, T.P.S No. 2, admg.  
557.7  
Sq. Mtrs of Mahim Division.

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<u>Mumbai-3</u>	<u>2023</u>	
<u>10692</u>	<u>Indemnity Bond</u>	<u>01-06-2023</u>
2023		<u>02-06-2023</u>

- 1) Tilottama Shankar Khot.
- 2) Dhiren Shankar Khot.

To,

Nil

Schedule : - Property being Final Plot No. 36, T.P.S No. 2, admg. 557.7 Sq.  
Mtrs of Mahim Division.

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<u>Mumbai-3</u>	<u>2023</u>	
<u>10693</u>	<u>Indemnity Bond</u>	<u>01-06-2023</u>
2023		<u>02-06-2023</u>

- 1) Tilottama Shankar Khot.
- 2) Dhiren Shankar Khot.

- 3) Madhushri Dhiren Khot.  
 4) Lexicon Chemical Pvt. Ltd.  
 [Director – Dhiren Shankar Khot.]  
 5) Beluga Biozymes Pvt. Ltd.  
 [Director – Dhiren Shankar Khot.]

To,

Nil

Schedule : - Property being Final Plot No. 36, T.P.S No. 2, admg. 557.7 Sq.  
 Mtrs of Mahim Division.

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<u>Mumbai-3</u>	<u>2023</u>	<u>01-06-2023</u>
<u>10689</u>	<u>Declaration Deed</u>	<u>03-06-2023</u>
2023		

Beluga Biozymes Pvt. Ltd.  
 [Director – Dhiren Shankar Khot.]

To,

Nil

Schedule : - Property being Final Plot No. 36, T.P.S No. 2, admg. 557.7 Sq.  
 Mtrs of Mahim Division.

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<u>Mumbai-3</u>	<u>2024 – Nil</u>	<u>13-02-2025</u>
<u>3478</u>	<u>Affidavit</u>	<u>13-02-2025</u>
2025		

GFT Realtors LLP,  
 through Partner – Mr. Jaideep V. Mehta.

To,

Nil

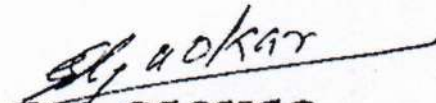


Schedule : - Property being Final Plot No. 36, T.P.S No. 2, admg. 557.7 Sq.  
Mtrs of Mahim Division.

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2025 –  
Search taken up to dated. 18-04-2025.

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**E. S. GAOKAR**  
Search clerk,

## *Narayanan & Narayanan*

Re: Investigation of title of property being  
Land bearing Final Plot No. 36, T. P. S.  
Mahim No. II, Cadastral Survey No.  
2/509 of Mahim Division.

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### Search Notes:-

Taken in respect of abovementioned  
Property from 1974 to 2022 (Last 49  
Years) and from online E-search from  
the year 1985 to 2025 (Last 41 Years)  
respectively.

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**E. S. GAOKAR**  
Search clerk,