



Doshi
& Co.
Estd. in 1972

Advocates and Notary Public (Govt. of India)

Lalit Doshi
Khushi Doshi

LKD/

To,
Space Infra,
A-12/3, Vishnu Smruti CHSL,
Bhadran Nagar, Road No.1,
near N.L. High School,
Malad (West), Mumbai 400 064.

1st February 2022

TITLE CERTIFICATE

Re: Immovable property being all that piece and parcel of the plot of land admeasuring 455 sq. yards or thereabouts, equivalent to 380.44 sq. mtrs., situate at St. Paul Street, Naigaum, Dadar (E), Mumbai 400 014, bearing Cadastral Survey No.800 of Dadar Naigaum Division and bearing Plot No.138 of Naigaum Estate, together with the fully tenanted building standing thereon known as Makka Manzil, comprising of ground plus 3 upper floors, more particularly described in the Schedule hereunder written (hereinafter referred to as the **Property**)

We have been requested by our client Space Infra, a partnership firm, having its Registered Office at the address mentioned above to investigate the title of the said Property and issue a title certificate with respect to the same. We have received instructions and information in relations to preparation of this Title Certificate from our client Space Infra.

1. In connection with this Title Certificate, it may be noted that: -

(a) the accuracy of the title certificate necessarily depends on the documents furnished to us and the information provided to us during our investigation, being true, complete and accurate and which we have assumed to be the case. We, therefore, disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and any other information furnished to us;

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314, Yusuf Building, 3rd Floor,
49, Veer Nariman Road, Flora Fountain,
Fort, Mumbai 400 001.
Telephone (022) 40027679
Mob. 9820727540 / 9326302203
Email: doshico.adv@gmail.com

Associate Office: Mumbai Suburban
9 & 10, Sharda Prasad, Ground Floor,
Plot No.45A, Jawahar Nagar Road No.6,
Goregaon (W), Mumbai 400 104.
Tel: (022) 49764879
Email: doshissassociates247@gmail.com
*All correspondences to corporate office Only

Residence:
Flat No.2, Dharanjin CHSL, 1st Floor
Plot No.168, Jawahar Nagar, Road No.2,
Goregaon (W), Mumbai 400 104
Tel: (022) 28773058
Email: lalitkdeshi@gmail.com

- (b) for the purposes of this Title Certificate, we have caused searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai. However, the searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to being torn and mutilated and we therefore disclaim any responsibility for the consequences which may arise on account of non-availability of record or on account of records being torn and mutilated.
- (c) we have perused extract of the Property Register Card in respect of the said Property;
- (d) we have issued public notices in the issues of Free Press Journal (English), Navshakri (Marathi); and Janmabhoomi (Gujarati) on 23rd December 2021 and till date we have not received any third-party claim or object in respect of the said Property; and
- (e) we have also perused copies of the title deeds and relevant documents in respect of the Property.

2. ROOT OF TITLE

On perusal of the title deeds furnished to us we find that:

- (a) Originally, by an under a registered Indenture of Lease (the said Indenture of Lease) dated 6th September 1951 (registered at Sr. No.BOM/5295/1951 at pages 58 to 61 of volume 300 of Additional Book No.1), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Bhailal Kushaldas Patel, the Municipal Commissioner for the Greater Bombay (therein referred to as the Commissioner) of the Second Part and Bai Emnabai Esoopji Cassumji Chenia (therein referred to as the 'Lessee' and hereinafter referred to as the 'Original Lessee') of the Third Part, the said Corporation doth thereby demised in perpetuity and the Commissioner doth thereby confirmed unto

the said Original Lessee, all that piece and parcel of the plot of land, bearing Plot No.138 of Naigaum Estate Brihanmumbai Mumbai Mahapalika (Corporation) admeasuring 455 sq. yards or thereabouts, equivalent to 380.44 sq. mtrs., situate at Govindji Keni Road, Naigaum, Dadar (E), Mumbai 400 014, forming part of New Survey No.2073 and bearing Cadastral Survey No.800 of Dadar Naigaum Division, together with the building standing thereon comprising of ground plus 3 upper floors with a stair case room (known as "Makkah Manzil"), more particularly described therein and therein referred to as the demised premises and shown delineated by red colour boundary line on the plan thereof thereto annexed to hold the same in perpetuity from the date thereof, at the annual rent of Re.1/- reserved therein and upon condition of the performance of the covenants on the part of the original Lessee contained in the said Indenture;

- (b) The said demised premises are more particularly described in the **Schedule** hereunder written and are hereinafter referred to as the said '**Property**';
- (c) The said original Lessee died at Johannesburg on 15th April 1983 leaving behind her, the Assignors herein as her only legal heirs and successors in title as per the Mohammedan Law of Succession by which the deceased was governed.
- (d) Thus, the Assignors are successors in title of the original Lessee and as such are jointly seized and possessed of and otherwise well and sufficiently entitled to the said Property, each having equal undivided share, right, title and interest into or upon the said Property, subject to the existing tenancies of the Tenants / Occupants in respect of the respective tenements
- (e) The said Makkah Manzil building is fully tenanted. There are a total 30 (Thirty) tenements out of which 6 are commercial shops and 24 are residential tenements. Details of the Tenants / Occupants, areas in occupation of the Tenants / Occupants, rent paid by them etc. are set out in

the list hereto annexed as **Annexure '1'**;

- (f) Thus, by virtue of the aforesaid events the Assignors are jointly seized and possessed of and other wise well and sufficiently entitled to the said Property as the Lessees thereof, each having undivided share, right, title and interest into or upon the said Property as stated in recitals (a) and (b) above, subject to the rights of the Municipal Corporation of Greater Mumbai (MCGM), as the Lessor and the occupancy rights of the existing Tenants / Occupants in respect of their respective tenements;
- (g) By and under a Deed of Assignment dated 28th March 2016, registered with the Sub-Registrar of Assurances under Sr. No.BBE-1/4649/2016) made between (i) Mahomed Essopjee Chenia, (ii) Fatimabibi w/o Mahomed Essopjee Chenia (iii) Yusuf Mahomed Chenia, (iv) Feisal Mahomed Chenia; and (v) Maqsood Mahomed Chenia (therein referred to as the Assignors) of the One Part; and M/s. Space Infra (therein referred to as the Assignee of the Other Part, the said Assignors assigned, transferred, and assured unto the said Assignee the said Property for the consideration and on the terms and conditions contained therein.
- (h) Thus, by virtue of the aforesaid deeds and events, the leasehold rights and title of the said Property have been vested in M/s. Space Infra, for the unexpired term of the lease, comprised in and demised by the said hereinbefore recited in the Original Indenture of Lease 18th September 1950 (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively), subject to the terms and conditions and covenants contained therein and subject to the existing occupancy of the tenants / occupants in respect of their respective tenements, but otherwise with clear and marketable title and free from any encumbrances,

3. Vide its letter dated 20th December 2021, M/s. Space Infra has confirmed that: -

- (a) The said Original Indenture of Lease (the said Indenture of Lease) dated 6th September 1951 (registered at Sr. No.BOM/5295/1951 at pages 58 to 61 of volume 300 of Additional Book No.1) is valid, subsisting and binding and that they have not committed any breach thereof;
- (b) They have in their possession title documents set out in the list annexed as Annexure – A to the said letter (which is same a Annexure “1” hereto);
- (c) They have not encumbered the Property in favour of any Bank, Financial Institutions or any third parties in any manner whatsoever nor they have created any mortgage and/or charge / third party rights of any nature whatsoever over the said Property and save as the existing tenancies of the Tenants / Occupants in respect of their respective tenements in the said building Makka Manzil, there are no other charges or encumbrances created in respect of the said Property;
- (d) There are no pending litigation of any nature whatsoever between them and any of the tenants / occupants of the said building Makka and/or any third party in respect of the said Property;
- (e) All charges, taxes, assessments, dues, repair charges, etc, in respect of the said Property payable to concerned authorities have been paid by them up to the date;
- (f) No notice has been received by them from Government or any body or authorities under the Epidemic Diseases Act or the Land Acquisition Act or Maharashtra Regional and Town Planning Act, Urban Land (Ceiling & Regulation) Act, 1976 Maharashtra Land

Revenue Code, 1966 or the Defense of India Act or under any legislative enactment, Government Ordinance, Order or notification including any notice for acquisition or requisition of the said Property or any part thereof;

(g) There is no decree, order, attachment or restraint order passed by any court of authority or any statutory body having jurisdiction in India, which restrain them from dealing with or disposing of the said Property including for any statutory dues or otherwise;

4. In the Revenue Records, including the Property Card and the Municipal records including the Estate Department of the Municipal Corporation of Greater Mumbai (MCGM), the Property has been duly transferred in the name of M/s. Space Infra.

5. We have not received any claim and/or objection from any person/s in response to the public notice issued by us in the aforesaid newspapers.

6. **CONCLUSION:** -

We hereby certify that pursuant to the Deed of Assignment dated 28th March 2016, M/s. Space Infra is entitled to the lease hold rights in respect of the said Property and is entitled to develop the same subject to the following: -

(a) The provisions contained in the said Original Indenture of Lease (the said Indenture of Lease) dated 6th September 1951 (registered at Sr. No.BOM/5295/1951 at pages 58 to 61 of volume 300 of Additional Book No.1) (for a period of 934 years with effect from 28.03.2016 together with inter-alia the covenant of renewal);

(b) The existing occupancy and tenancy of the existing tenants / occupants in respect of their respective tenements;

- (c) M/s. Space Infra obtaining the irrevocable consent from the existing tenants / occupants in respect of their respective tenements
- (d) M/s. Space Infra obtaining all the statutory permissions that may be required for carrying out the development of the said Property in accordance with the provisions of MAHADA Act and Rules and Development Control Rules 2034 and other applicable Laws, Rules and Regulations that be in force from time to time including Maha RERA.

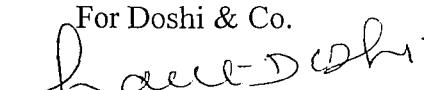
SCHEDULE HEREINABOVE REFERRED TO

ALL THAT piece and parcel of the plot of land, bearing Plot No.138 of Naigaum Estate Brihanmumbai Mumbai Mahapalika (Corporation) admeasuring 455 sq. yards or thereabouts, equivalent to 380.44 sq. mtrs., situate at Govindji Keni Road, Naigaum, Dadar (E), Mumbai 400 014, forming part of New Survey No. 2073 and bearing Cadastral Survey No.800 of Dadar Naigaum Division, together with the building standing thereon known as Makkha Manzil comprising of ground plus 3 upper floors with a stair case room and bounded as follows:-

On or towards the North : by G. K. Road;
On or towards the South : by building known as Javer Niwas;
On or towards the East : by building known as Manabai Sadan; and
On or towards the West : by building known as Shiv Krupa.

Dated This 1st day of February 2022.

For Doshi & Co.



Partner

ANNEXURE - 1

LIST OF TENANTS - MAKKAH MANZIL

Sr. No.	Room/Shop No.	Name of the Tenant	Rent (Rupees)	Area Carpet (sq. ft.)
1.	S-1	Tukaram Reshamji Ehavale	1200	150
2.	S-2/3,R-11	Anant Moreshwar Patil	1775	420
3.	R-4	Dr. Pankaj Anant Patil	330	120
4.	S-5	Madhu Ramesh Vora	535	150
5.	S-6	Manda Ramesh Tuplonde	450	150
6.	R-6A	Ramila Hasmukh Solanki	780	120
7.	S-7	Amit Manilal Maru & Kirti G. Mehta	600	120
8.	R-8	Ratilal Narsinh	190	120
9.	R-9	Anant Ravaji	190	120
10.	R-10	Pandurang Sitaram Rane	190	120
11.	R-12	Rambhau Anuman Sahaymody	195	120
12.	R-13	Navin Hirji Mamaniya	205	120
13.	R-14	J.B. Rodrick	190	120
14.	R-15	Shraddha Dhananjay Gaikwad	205	120
15.	R-16	Pramila Kamlakant Mayekar	195	120
16.	R-17	Pratibha Raul	205	120
17.	R-18	Priyavanda Prakash Chavan	225	120
18.	R-19	Gajanan Pralhad Kulkarni	190	120
19.	R-20	Deepali Dilip Shelar	200	120
20.	R-21	Shailesh Shankar Vasta	195	120
21.	R-22	Nita Anand Vast	190	120
22.	R-23	Sanjeev Jaganath Kulkarni	190	120
23.	R-24	Rupali Ramesh Jethe	200	120
24.	R-25	Shrikant Mahadev Katigar	196	120
25.	R-26	Shreekant Mahadev Katigar	210	120
26.	R-27	Tukaram Bhikaji	190	120
27.	R-28	Ramchandra Bhimrao Mahandrakar	190	120
28.	Upper stair case	Virendra Sadhuram Kanaujia	120	120
		TOTAL ...	9,736	3750





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Jarin Doshi

LKD/

To,
Space Infra,
A-12/3, Vishnu Smruti CHSL,
Bhadran Nagar, Road No.1,
near N.L. High School,
Malad (West), Mumbai 400 064

1st February 2022

TITLE CERTIFICATE

Re: Immovable property being all that piece and parcel of the plot of land admeasuring about 471 sq. yards, equivalent to 393.82 sq. mtrs., situate at St. Paul Street, Naigaum, Dadar (E), Mumbai 400 014 bearing Cadastral Survey No.804 of Dadar Naigaum Division and bearing Plot No.143 of Naigaum Estate, together with the fully tenanted building standing thereon known as Javer Niwas, comprising of ground plus 3 upper floors, more particularly described in the Schedule hereunder written (hereinafter referred to as the **Property**)

We have been requested by our client Space Infra, a partnership firm, having its Registered Office at the address mentioned above to investigate the title of the said Property and issue a title certificate with respect to the same. We have received instructions and information in relations to preparation of this Title Certificate from our client Space Infra.

1. In connection with this Title Certificate, it may be noted that: -

(a) the accuracy of the title certificate necessarily depends on the documents furnished to us and the information provided to us during our investigation, being true, complete, and accurate and which we have assumed to be the case. We, therefore, disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and any other information furnished to us;

* Corporate Office: Mumbai City
314, Yusuf Building, 3rd Floor,
49, Veer Nariman Road, Flora Fountain,
Fort, Mumbai 400 001.
Telephone (022) 40027679
Mob. 9820727540 / 9326302203
Email: doshico.adv@gmail.com

Associate Office: Mumbai Suburban
9 & 10, Sharda Prasad, Ground Floor,
Plot No.45A, Jawahar Nagar Road No.6,
Goragaon (W), Mumbai 400 104.
Tel: (022) 49764879
Email: doshisassociates247@gmail.com
**All correspondences to corporate office Only*

Residence:
Flat No.2, Dharamjin CHSL, 1st Floor
Plot No.168, Jawahar Nagar, Road No.2,
Goregaon (W), Mumbai 400 104
Tel: (022) 28773058
Email: lalitdoshi@gmail.com

- (b) for the purposes of this Title Certificate, we have caused searches to be taken in the office of the Sub-Registrar of Assurances at Mumbai. However, the searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to being torn and mutilated and we therefore disclaim any responsibility for the consequences which may arise on account of non-availability of record or on account of records being torn and mutilated.
- (c) we have perused extract of the Property Register Card in respect of the said Property;
- (d) we have issued public notices in the issues of Free Press Journal (English), Navshakri (Marathi); and Janmabhoomi (Gujarati) on 23rd December 2021 and till date we have not received any third-party claim or object in respect of the said Property; and
- (e) we have also perused copies of the title deeds and relevant documents in respect of the Property, a list whereof is hereto annexed as **Annexure 1**,

2. ROOT OF TITLE

On perusal of the title deeds furnished to us we find that:

- (a) By an under an Indenture dated 18th September 1950 (the Original Indenture of Lease), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Bhailal Khushalas Patel, Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part, Zaverlal Ratilal and Natwarlal Ratilal, (therein referred to as the Confirming Parties of the Third Part; and the said Zaverlal Ratilal, Natwarlal Ratilal, Venilal Ratilal and Ramanlal Ratilal (therein referred to as the Lessee and hereinafter referred to the Original



Lessees') of the Fourth Part, (registered under Sr. No.BOM/4907/1950 of Book No.1), the Corporation doth thereby demised and the Commissioner doth thereby confirmed and the said Confirming Parties did thereby confirmed unto the said Original Lessees, all that piece of land containing an area of 471 sq. yards or thereabouts, situate on and being Plot No.143 of the Naigaum Estate of the Corporation, delineated on the plan thereto annexed being thereon colored Pink, Blue and Green and surrounded by a red boundary line, together with the building thereon and consisting of partly of and ground floor and two upper floors and partly of a ground floor and three upper floors (i.e the said Property described in the schedule hereunder written), to hold unto the Original Lasses in equal shares from the date thereof, for the term of 987 years 2 months and 14 days, for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Original Indenture of Lease;

- (b) The said building Javer a.k.a. Zaver Niwas is fully tenanted. As per the MAHADA Report dated 27th July 2018, there are total 9 (Nine) tenements, out of which 2 are commercial shops, 1 is a Garage and 6 are residential tenements. Details of the Tenants/Occupants, areas in occupation of the Tenants / Occupants, rent paid by them etc. are set out in the list hereto annexed as **Annexure 2**;
- (c) By and under an Indenture dated 13th April 1960 (the Indenture of First License), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Vishno L. Girwani, the Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part; and the said the Original Lessees (therein referred to as the Licensees) of the Third Part, (registered under Sr. No.BOM/5244/1960 of Book No.1), the Corporation doth thereby granted license and permission

to use a portion of the ground floor of the Building on the demised Land to be used as dispensary for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Indenture of First License;

- (d) On or about 23rd April 1960, the First Original Lessee, namely the said Zaverlal Ratilal Bhagwati died intestate leaving behind him, his wife Smt. Moghiben Zaverlal Ratilal as his only legal heir and successor in title as per the Hindu Law by which the deceased was governed and accordingly her name was mutated in the revenue records of the said Property;
- (e) On or about 12th November 1963, the Second Original Lessee namely the said Venilal Ratilal Bhagwati died intestate as a bachelor leaving behind him as his only heirs and legal representatives the said Natwarlal Ratilal, Ramanlal Ratilal and Smt Moghiben Zaverlal Ratilal and accordingly their names were mutated in the Property Card of the said Property;
- (f) Thus, by the virtue of the aforesaid events, the said Smt. Moghiben Zaverlal, the said Natwarlal Ratilal and the said Ramanlal Ratilal became entitled to the said Property as the Lessees thereof, each having an equal undivided 1/3rd share therein;
- (g) By and under an Indenture dated 15th January 1975 (the Indenture of Second License), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Madhukar Wamanrao Desai, the Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part; and the said Moghiben W/o. lal Ratilal, the said Ramanlal Ratilal and the said Natwarlal Ratialal (therein referred to as the Licensees) of the Third Part, (registered under Sr.



No.BOM/685/1975 of Book No.1), the Corporation doth thereby granted license and permission to use a Room admeasuring 172 sq. ft. on the second floor of the Building on the demised Land to be used as a tailoring shop for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Indenture of Second License;

- (h) By and under an Indenture dated 16th June 1975 (the Indenture of Third License), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Madhukar Wamanrao Desai, the Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part; and the said Moghiben W/o. Zaverlal Ratilal, the said Ramanlal Ratilal and the said Natwarlal Ratialal (therein referred to as the Licensees) of the Third Part, (registered under Sr. No.BOM/1825/1975 of Book No.1), the Corporation doth thereby granted license and permission unto the Licensees to construct a motor garage on the compulsory open space of the demised Land for housing motor car, for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Indenture of Third License;
- (i) On or about 13th March 1987, the said Smt. Moghiben Zaverlal Ratilal died intestate, without leaving any issues and in view thereof her share devolved upon her husband's legal heirs i.e. his surviving brothers namely the said Natwarlal Ratilal Bhagwati and Ramanlal Ratilal Bhagwati, as per the Hindu Law by which the deceased was governed;
- (j) Thus, by virtue aforesaid events the said Natwarlal Ratilal Bhagwati and Ramanlal Ratilal Bhagwati, became seized and possessed of and otherwise well and sufficiently entitled to the said Property as the Lessees thereof each having 50% undivided share, right title and

interest in the said Property;

(k) As regards the said 50% undivided share of the said Natwarlal Ratilal Bhagwat: -

- (i) the said Natwarlal died on or about 16th February 1993 and his wife Smt. Mahalaxmi Natwarlal Ratilal died on 20th April 2004, and by virtue thereof, the said share of the said Natwarlal devolved upon his only legal heirs and successors in title i.e. his 5 sons namely, Jayantilal Natwarlal Bhagwati; Suresh Natwarlal Bhagwati, Narendra Natwarlal Bhagwati, Subhash Natwarlal Bhagwati and Satish Natwarlal Bhagwati and a married daughter Smt. Nirmalaben Navnitlal Matlawala (Nee Nirmalaben Natwarlal Bhagwati) (since deceased), as per the Hindu Law of Succession by which he was governed, each having equal undivided share therein;
- (ii) the said Satish Natwarlal Bhagwati died at Bardoli on 21st May 2014, leaving behind him, his wife and two daughters namely, Smt Asha Satish Bhagwati being his wife and Mrs. Nehababen Kardam Trivedi being his married daughter and Ms. Jaida Satish Bhagwati being his unmarried daughter, as his only legal heirs and successors in title as per the Hindu Law by which he was governed;
- (iii) the said Smt. Nirmalaben Navnitlal Matlawala (Nee Nirmalaben Natwarlal Bhagwati) died at Surat on 1st August 1998 (her husband Shri Navnitlal Thakordas Matlawala being pre-deceased), leaving behind her, her three sons namely, Bhupendra Navnitlal Matlawala, Mukeshkumar Navnitlal Matlawala and Bhadresh Navnitlal Matlawala, as her only legal heirs and successors in title as per the Hindu Law by



which she was governed;

(iv) Thus, by virtue of the aforesaid events, the aforesaid legal heirs of the said Natwarlal Ratilal Bhagwati (namely Jayantilal Natwarlal Bhagwati; Suresh Natwarlal Bhagwati, Narendra Natwarlal Bhagwati, Subhash Natwarlal Bhagwati, Smt Asha Satish Bhagwati, Mrs Nehababen Kardam Trivedi, Ms Jaida Satish Bhagwati, Bhupendra Navnitlal Matlawala, Mukeshkumar Navnitlal Matlawala and Bhadresh Navnitlal Matlawala became entitled to the said 50% undivided share of the said Natwarlal Ratilal Bhagwati, each having the following share therein:

Sr. No.	Name	Percentage Share
1.	Jayantilal Natwarlal	8.333%
2.	Suresh Natwarlal	8.333%
3.	Narendra Natwarlal	8.333%
4.	Subhash Natwarlal	8.333%
5.	Smt Asha Satish Natwarlal	2.778%
6.	Mrs Nehababen	2.778%
7.	Ms Jaida Satish Natwarlal	2.778%
8.	Bhupendra Navnitlal	2.778%
9.	Mukesh Navnitlal	2.778%
10.	Bhadresh Navnitlal	2.778%
	Total	50%

(l) As regards the said 50% undivided share of the said Ramanlal Ratilal Bhagwati: -

(i) the said Ramanlal died at Surat on 28th March 2006, (his wife Smt. Harigangaben Ramanlal Bhagwati being pre-deceased him

on 27th September 1999), leaving behind him his children namely Jagdishchandra, Kanchan, Praful (Assignor No.13), Hemant, Chhaya, and his two married daughters namely Mrs Ramila Praveen Darji and Mrs. Usha Pradipkumar Surti as his only surviving heirs and legal representatives as per the Hindu Succession Act by which the deceased was governed;

- (ii) By and under the registered Deed of Release dated 26th August 2016 (registered under No BBE-1-6868-2016 with Joint Sub-registrar of Mumbai City-I), the said Mrs. Ramila Praveen Darji and Mrs Usha Pradipkumar Surti, released their all and whatever share, right, title and interest in the said Property unto and in favour of the said Jagdishchandra, Kanchan, Praful, Hemant and Chhaya;
- (iii) Thus, by virtue of the aforesaid deeds and events, the said Jagdishchandra, Kanchan, Praful, Hemant and Chhaya, became entitled to the said 50% undivided share of the said late Ramanlal Ratilal Bhagwati, each having the following share therein:

Sr. No.	Name	Percentage Share
1.	Jagdishchandra Ramanlal	10%
2.	Kanchan Ramanlal	10%
3.	Praful Ramanlal	10%
4.	Hemant Ramanlal	10%
5.	Ms Chhaya Ramanlal	10%
	TOTAL	50%

- (m) Thus, by virtue of the aforesaid deeds and events the persons listed in sub-paragraphs (k) and (l) above became jointly seized and

possessed of and other wise well and sufficiently entitled to the said Property as the Lessees thereof, each having undivided share, right, title and interest into or upon the said Property as stated in sub-paragraphs (k) and (l) above, subject to the rights of the Municipal Corporation of Greater Mumbai (MCGM), as the Lessor and the occupancy rights of the existing Tenants / Occupants in respect of their respective tenements;

- (n) By and under a Deed of Assignment dated 22nd December 2017 (registered with the Sub-Registrar of Assurances under Sr. No.BBE-1/5955/2017) (as modified by the Deed of Rectification dated 22nd December 2017, registered with the Sub-Registrar of Assurances under Sr. No.BBE-1/5965/2017), made between the said Mr. Jayantilal Natwarlal Bhagwati, Mr. Suresh Natwarlal Bhagwati, Mr. Narendra Natwarlal Bhagwati, Mr. Subhash Natwarlal Bhagwati, Mrs. Asha Satish Bhagwati, Ms. Neha Kardam Trivedi, Ms. Jaida Satish Bhagwati, Mr. Bhupendra Navnitlal Matlawala, Mr. Mukeshkumar Navnitlal Matlawala and Mr. Bhadresh Navnitlal Matlawala (the legal heirs of late Natwarlal Ratilal Bhagwati) and Mr. Jagdishchandra Ramanlal Bhagwati, Kanchanlal Ramanlal Bhagwati, Praful Ramanlal Bhagwati, Hemant Ramanlal Bhagwati, Chhaya Ramanlal Bhagwati (the legal heirs of late Ramanlal Ratilal Bhagwati) (therein referred to as the Assignors) of the One Part; and M/s. Space Infra (therein referred to as the Assignee) of the Other Part, the said Assignors assigned, transferred, and assured unto the said Assignee, the said Property for the consideration and in the manner contained therein.
- (o) Thus, by virtue of the aforesaid deeds and events, the leasehold rights and title of the said Property have been vested in M/s. Space Infra, for the unexpired term of the lease, comprised in and demised by the said hereinbefore recited in the Original Indenture of Lease 18th September



1950 (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively), subject to the terms and conditions and covenants contained therein and subject to the existing occupancy of the tenants / occupants in respect of their respective tenements, but otherwise with clear and marketable title and free from any encumbrances,

3. Vide its letter dated 20th December 2021, M/s. Space Infra has confirmed that: -
 - (a) The said Original Indenture of Lease dated 18th September 1950 (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively) is valid, subsisting and binding and that they have not committed any breach thereof;
 - (b) They have in their possession title documents set out in the list annexed as Annexure – A to the said letter (which is same a Annexure “1” hereto);
 - (c) They have not encumbered the Property in favour of any Bank, Financial Institutions or any third parties in any manner whatsoever nor they have created any mortgage and/or charge / third party rights of any nature whatsoever over the said Property and save as the existing tenancies of the Tenants / Occupants in respect of their respective tenements in the said building Javer Niwas, there are no other charges or encumbrances created in respect of the said Property;
 - (d) There are no pending litigation of any nature whatsoever between them and any of the tenants / occupants of the said building Javer Niwas and/or any third party in respect of the said Property;

- (e) All charges, taxes, assessments, dues, repair charges, etc, in respect of the said Property payable to concerned authorities have been paid by them up to the date;
- (f) No notice has been received by them from Government or any body or authorities under the Epidemic Diseases Act or the Land Acquisition Act or Maharashtra Regional and Town Planning Act, Urban Land (Ceiling & Regulation) Act, 1976 Maharashtra Land Revenue Code, 1966 or the Defense of India Act or under any legislative enactment, Government Ordinance, Order or notification including any notice for acquisition or requisition of the said Property or any part thereof;
- (g) There is no decree, order, attachment or restraint order passed by any court of authority or any statutory body having jurisdiction in India, which restrain them from dealing with or disposing of the said Property including for any statutory dues or otherwise;
- (h) They have initiated the process of transferring the said Property in their name in the revenue records including the Property Card and in the records of MCGM. However, the said Property is not yet transferred in their name.

4. We have not received any claim and/or objection from any person/s in response to the public notice issued by us in the aforesaid newspapers.

5. **CONCLUSION:** -

We hereby certify that pursuant to the Deed of Assignment dated 22nd December 2017 (as modified by the Deed of Rectification dated 22nd December 2017), M/s. Space Infra is entitled to the lease hold rights in respect of the said Property and is entitled to develop the same subject to the following: -

- (a) The provisions contained in the Original Indenture of Lease dated 18th September 1950 (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively) (for a period of 933 years with effect from 22nd December 2017 together with inter-alia the covenant of renewal);
- (b) The existing occupancy and tenancy of the existing tenants / occupants in respect of their respective tenements;
- (c) M/s. Space Infra obtaining the irrevocable consent from the existing tenants / occupants in respect of their respective tenements
- (d) M/s. Space Infra obtaining all the statutory permissions that may be required for carrying out the development of the said Property in accordance with the provisions of MAHADA Act and Rules and Development Control Rules 2034 and other applicable Laws, Rules and Regulations that be in force from time to time including Maha RERA.

SCHEDE HEREINABOVE REFERRED TO

All that piece and parcel of the plot of land admeasuring about 471 sq. yards, equivalent to 393.82 sq. mtrs., situate at St. Paul Street, Naigaum, Dadar (E), Mumbai 400 014 bearing Cadastral Survey No.804 of Dadar Naigaum Division and bearing Plot No.143 of Naigaum Estate together with the fully tenanted building standing thereon known as Zaver Niwas, comprising of ground plus three upper floors with a stair case room, within the registration District and Sub-District of Mumbai City and bounded as follows:-

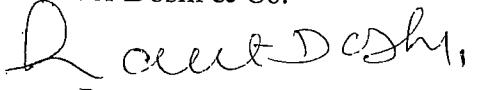
On or towards the North : by Building know as Macca Manzil;
 On or towards the South : by St Paul Street;
 On or towards the East : by Building know as Chagan Niwas; and



On or towards the West : by Building know as Ganpat Niwas.

Dated This 1st day of February 2022.

For Doshi & Co.


Partner.

ANNEXURE - 1

Tenant List of Zaver Niwas

Sr No	Name of the Tenant	Shop / Room No	Floor	Rent Amount	Area
1	Shree vaidya	Room No 1	Ground	580.70	587.82
2	Surya Trading Co.	Shop No 2	Ground	1650	587.82
3	Jatantilal Natwarlal Bhagwati	Room No 3	First	580.70	640.61
4	Smt Chanchalben Vira	Room No 4	First	583	647.21
5	Narendra Natwarlal Bhagwati	Room No 5	Second	675	637.86
6	Rajaram Kale	Room No 6	Second	675	630.45
7	Subhash Bhagwati	Room No 7	Third	1451.90	567.09
8	PadmakarBhagyaegar	Room No 8	Third	1451.90	566.09
9	N. R. Bhagwati Traders	Garage	Ground		370.61

