



# INDIALAW

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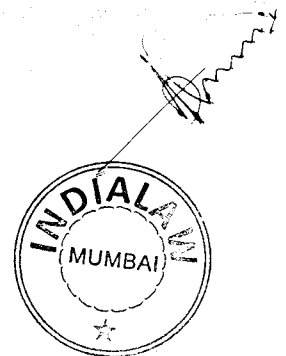
FORMAT - A  
(Circular No.:- 28 / 2021)

To,  
MahaRERA  
Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.

## LEGAL TITLE REPORT

**Subject:** Legal Title Report with respect to building T4 named as "Atthis" being constructed on the land having plinth area admeasuring 998.44 sq. mtrs. ("said Land") for the project known as "Atthis at L&T Realty Elixir Reserve" ("Project") on the portion of CTS No. 87 (Part) being part of all those parts and parcels of land aggregating to 2,36,919.3 sq. mtrs. (36,716.2 sq. mtrs. in Village Tungwa and 2,00,203.1 sq. mtrs.in Village Paspoli) in Powai Estate Mumbai and bearing the below mentioned City Survey Nos. ("Larger Land")

Sr. No.	CTS No.	Village	Area in sq. mtrs.
i.	112	Tungwa	1,465.9
ii.	115	Tungwa	33,162.0
iii.	116B	Tungwa	2,088.3
iv.	87	Paspoli	63,903.7
v.	87/1	Paspoli	17.5
vi.	87/2A	Paspoli	12.7
vii.	87/2B	Paspoli	131.0
viii.	87/3	Paspoli	94.4
ix.	87/4	Paspoli	350.6
x.	87/5	Paspoli	972.0
xi.	87/6	Paspoli	2,550.0
xii.	87/7	Paspoli	1,677.1
xiii.	87/8	Paspoli	1,527.8
xiv.	87/9	Paspoli	4,638.8
xv.	87/10	Paspoli	65.6



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xvi.	87/11	Paspoli	103.7
xvii.	87/12	Paspoli	6,265
xviii.	87/13	Paspoli	177.7
xix.	87/14	Paspoli	1,215.3
xx.	87/15	Paspoli	960.7
xxi.	87/16	Paspoli	102.9
xxii.	87/17	Paspoli	1056
xxiii.	87/18	Paspoli	1,271.2
xxiv.	87/19	Paspoli	11,091.4
xxv.	86	Paspoli	91,399.2
xxvi.	86/1	Paspoli	12.2
xxvii.	86/2	Paspoli	9,994.3
xxviii.	86/3	Paspoli	612.3

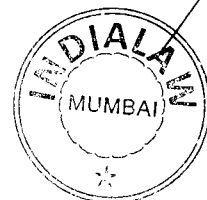
We have investigated the title of the said Larger Land (which includes the said Land) on the request of M/s. Larsen & Toubro Limited and following documents i.e.: -

1) Description of the property;

Building T4 named as "Atthis" being constructed on the land having plinth area admeasuring 998.44 sq. mtrs. ("**said Land**") for the project known as "Atthis at L&T Realty Elixir Reserve" ("**Project**") on the portion of CTS No. 87 (Part) being part of Larger Land, lying and being at Village Tungwa and Paspoli in Powai Estate Mumbai, as more particularly described above.

2) The documents of allotment of said Land. {As more particularly mentioned in the Title Certificate dated 6 October 2021}

Sr. No.	Date	Document
1	21 <sup>st</sup> October, 1948	Indenture of Lease between Sir Mohammed Yusuf Kt & Others and Chandrabhan Bhuramal Sharma & Others registered at Sr. No. 4427/1948.
2	19 <sup>th</sup> February, 1949	Indenture of Sub-Lease between Chandrabhan Bhuramal Sharma and others on one part and Larsen & Toubro Ltd. on the other part registered before the Sub-Registrar of Assurances at Bombay at Sr. No. 1260/1949.



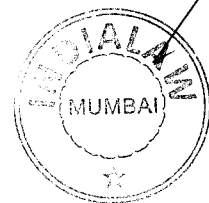


3	23 <sup>rd</sup> July, 1965	Indenture between Gopal C. Sharma and Larsen & Toubro Ltd. acknowledging deposit of advance under the Indenture of Sub-Lease dated 19 <sup>th</sup> February, 1949.
4	30 <sup>th</sup> December, 1971	NA Permission issued by the Addl. District Deputy Collector B.S.D. Andheri to Larsen and Toubro Limited for industrial use in respect of land admeasuring 139044.2 sq.mtrs. comprised in CTS No. 86 (Part), 87,87/1 to 87/19 of Village Paspoli.
5	7 <sup>th</sup> November, 2009	Sale Deed between Prashant Gopal Sharma and others on one part and Larsen and Toubro Limited on the other part. This Sale Deed is registered with Sub Registrar of Assurances at Mumbai at Sr. No. BDR/164/2010
6	29 <sup>th</sup> January, 2016	No outstanding dues of employees certificate of the Labour Commissioner given to Commissioner, MCGM for development /sale/transfer of land adm. 71036 sq.mtrs. out of land bearing CTS No. 87(pt), 87(12) to 87(19) of Village Paspoli.
7	18 <sup>th</sup> December, 2019	Permission granted by MCGM in respect of CTS No. 87(pt) of Village Paspoli for residential user with plan
8	11 <sup>th</sup> November, 2020	Certified copy of Property Card of CTS No. 87 adm. 62903.7 sq.mtrs. of Village Paspoli
9	11 <sup>th</sup> November, 2020	Certified copy of Property Card of CTS No. 87/1 adm. 17.5 sq.mtrs. of Village Paspoli
10	11 <sup>th</sup> November, 2020	Certified copy of Property Card of CTS No. 87/2 adm. 12.7 sq.mtrs. of Village Paspoli
11	11 <sup>th</sup> November, 2020	Certified copy of Property Card of CTS No. 87/2B adm. 131 sq.mtrs. of Village Paspoli
12	11 <sup>th</sup> November, 2020	Certified copy of Property Card of CTS No. 87/3 adm. 94.4 sq.mtrs. of Village Paspoli
13	11 <sup>th</sup> November, 2020	Certified copy of Property Card of CTS No. 87/4 adm. 350.6 sq.mtrs. of Village Paspoli





14	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/5 adm. 972.0 sq.mtrs. of Village Paspoli
15	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/6 adm. 2550 sq.mtrs. of Village Paspoli
16	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/7 adm. 1677.1 sq.mtrs. of Village Paspoli
17	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/8 adm. 1527.8 sq.mtrs. of Village Paspoli
18	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/9 adm. 4638.8 sq.mtrs. of Village Paspoli
19	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/10 adm. 65.6 sq.mtrs. of Village Paspoli
20	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/11 adm. 103.7 sq.mtrs. of Village Paspoli
21	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/12 adm. 6265 sq.mtrs. of Village Paspoli
22	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/13 adm. 177.7 sq.mtrs. of Village Paspoli
23	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/14 adm. 1215.3 sq.mtrs. of Village Paspoli
24	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/15 adm. 960.7 sq.mtrs. of Village Paspoli
25	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/16 adm. 102.9 sq.mtrs. of Village Paspoli
26	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/17 adm. 1056 sq.mtrs. of Village Paspoli
27	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/18 adm. 1271.2 sq.mtrs. of Village Paspoli
28	11 <sup>th</sup> 2020	November,	Certified copy of Property Card of CTS No. 87/19 adm. 11091.4 sq.mtrs. of Village Paspoli
29	29 <sup>th</sup>	December,	Registered Lease Deed bearing no. KRL-2- 8537/2021 executed between Naik Charitable Trust





2020	and L&T in respect of land bearing CTS No. 87 (Part) admeasuring 4,447 sq.mtrs. Village Paspoli
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2/- On perusal of the documents and all other relevant documents relating to title of the said Land, as mentioned in the Title Certificate dated 6 October 2021 (“said Certificate”), we are of the opinion that M/s. Larsen & Toubro Limited holds valid, clear and marketable title and interest as owner in respect of the said Land and is in process of constructing the said building T4 known as “Atthis at L&T Realty Elixir Reserve”.

Owner of the Land;

Land bearing CTS Nos. 87, 87/1 to 87/19 of Village Paspoli - M/s. Larsen & Toubro Limited

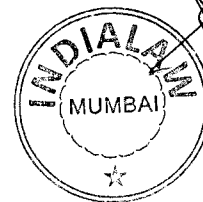
Qualifying comments/ remarks if any – None

3/- The report reflecting the flow of the title of M/s. Larsen & Toubro Limited on the said Land is as below:

**1. LAND BEARING CTS NOS. 87, 87/1 to 87/19 OF VILLAGE PASPOLI**

From the recitals of the title documents executed in favour of the Owners in respect of the land bearing CTS Nos. 87, 87/1 to 87/19 of Village Paspoli and the documents referred to hereinabove it appears that:

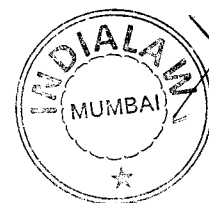
- A. By a Registered Indenture of Lease dated 21<sup>st</sup> October, 1948 (1) Sir Mohamud Yusuf Kt (2) Lady Khatun Marium Mohamud Yusuf (3) Abdul Rehman Mohamud Yusuf (4) Shair Banu Mohamed Agboatwalla (5) Rabia Banu Mohamed and (6) Sha Banu Siddick, the Trustees of four Deeds of Wakf viz. (1) Yusuf Mohammed Khoth Trust, (2) Shairbanu Trust (3) Rabiabanu Trust & (4) Shabanu Trust, collectively referred to as the “Landlords” therein as the party of the First Part therein and (1) Sir Mohamud Yusuf (2) Shair Banu Mohamed Agboatwalla (3) Rabia Banu Mohamed (4) Sha Banu Siddick in their respective personal capacity as the party of the Second Part, therein collectively referred to as “parties”, demised unto and in favour of (1) Chandrabhan Bhuramal Sharma (2) Chhedilal Bhikhiram Gupta, and (3) Shrilal Maganlal Bhatt as





the "Tenants" as party of the Third Part therein all those pieces and parcels of developed and undeveloped land or ground situated in the Villages Tirandaz, Powai, Tungwa, Paspoli in the Thana District and in the village of Saki in the Bombay Suburban District in the Registration Sub-District of Bandra District Bombay Suburban admeasuring together approximately 376 Acres and 20½ gunthas approximately together with their rights, members, easements and appurtenances for a period of 99 years commencing from 1<sup>st</sup> April, 1948. This Indenture is registered with Sub Registrar of Assurances at Mumbai at Sr. No. BOM/4427/1948 on 27<sup>th</sup> October, 1948.

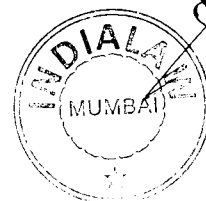
- B. A partnership firm was constituted under a Deed of Partnership dated 17<sup>th</sup> August, 1948 between (1) ChandrabhanBhuramal Sharma, (2) ChhedilalBhikhiram Gupta, and (3) ShrilalMaganlal Bhatt & (4) Manubhai TolashankarPandia, the Partners of "M/s. Gopal Housing and Plantation Society", (hereinafter referred to as the "**said Partnership Firm**"). The said Partnership Firm was deemed to have commenced with effect from 1<sup>st</sup> April, 1948. It further appears that the land admeasuring 376 Acres approx. leased under the Indenture of Lease dated 21<sup>st</sup> October, 1948 was confirmed to be taken for and on behalf of the said Partnership Firm.
- C. Subsequently, the said Partnership Firm was dissolved by mutual consent upon terms and conditions contained in the Agreement of Dissolution dated 10<sup>th</sup> August, 1951 (hereinafter referred to as "**Agreement of Dissolution**"). Pursuant to the Agreement of Dissolution, ChandrabhanBhuramal Sharma took over the business and all assets of the said Partnership Firm including the land demised under the Indenture of Lease dated 21<sup>st</sup> October, 1948 (hereinafter referred to as the "**demised land**").
- D. By a Registered Indenture of Sub-Lease dated 19<sup>th</sup> February, 1949 made between (1) ChandrabhanBhuramal Sharma, (2) ChhedilalBhikhiram Gupta, and (3) ShrilalMaganlal Bhatt of the one part (therein called the "*Sub Lessors*") and Owners





(therein called the "Sub-Lessees") of the other part, all those pieces and parcels of developed and undeveloped agricultural land or ground situated in the Village of Paspoli in Powai Estate in the Thana District in the Registration District Thana and in the Registration Sub District Thana admeasuring 23 Acres and 39 Gunthas equivalent to 97,020 sq. mtrs. approximately (being part of the demised land) were sub-leased to and in favour of Owners for a term of 98 years commencing from 1<sup>st</sup> November, 1948 on the terms, covenants and conditions therein contained. This Indenture is registered with Sub Registrar of Assurances at Mumbai at Sr. No. BOM/1260/1949.

- E. By a Registered Deed of Conveyance dated 30<sup>th</sup> March 1964 made between the Trustees of Sir Mohamed Yusuf Trust, therein called as "First Vendors," Sherbanu Mohamed Agboatwala (as Wakif and Trustee) with other Trustees of Sherbanu Trust, therein called as "Second Vendors," Rabiabanu Mohamed Mitha (as Wakif and Trustee) with other Trustees of Rabiabanu Trust, therein called as the "Third Vendors" ShabanuSiddick Suleman (as Wakif and Trustee) with other Trustees of Shabanu Trust, therein called as "Fourth Vendors", ChandrabhanBhuramal Sharma therein called as the "Purchaser", ChhedilalBhikhiram Gupta, Gajaraben widow of ShrilalMaganlal Bhatt, Kishor Shrilal Bhatt, Ashok Shrilal Bhatt, Vinod Shrilal Bhatt and Vikram Shrilal Bhatt, therein called as "First Confirming Party", Manubhai TolashankarPandia, therein called as "Second Confirming Party", and Gopal Chandrabhan Sharma, therein called as "Sub Purchaser", at the request of the Purchaser, the First Vendor, Second Vendor, Third Vendor and the Fourth Vendor conveyed unto and in favour of Sub Purchaser Gopal Chandrabhan Sharma, all their reversionary rights, title and interest in respect of land more particularly described in Fourth Schedule thereunder written in respect of land situate at Village Paspoli.





- F. The land sold to Gopal Chandrabhan Sharma by Indenture of Conveyance dated 30<sup>th</sup> March 1964 inter alia included the lands sub-leased under Indenture of Sub-Lease dated 19<sup>th</sup> February, 1949 and Gopal Chandrabhan Sharma became absolutely entitled to the land admeasuring 23 Acres and 39 Gunthas situated at Village Paspoli.
- G. By a Registered Indenture dated 23<sup>rd</sup> July, 1965 executed between Gopal Chandrabhan Sharma, the Lessor on One Part, ChandrabhanBhuramal Sharma on Second Part and Owners as the Lessee therein on the Third Part, Gopal Chandrabhan Sharma acknowledged receipt of advance deposit of Rs 17,000/- paid by the Lessee under the Indenture of Sub Lease dated 19<sup>th</sup> February, 1949. This Indenture is registered with Sub Registrar of Assurances at Mumbai at Sr.No. BOM-R/2496/1965.
- H. A fresh survey was conducted of various lands in Powai Estate and measurements were taken of the land in the possession of the respective occupants. Upon the fresh survey, the area of land admeasuring 23 Acres, 39 Gunthas situated at Village Paspoli in possession of Lessee, i.e. Owners was found to have increased to 24 Acres 26 Gunthas equivalent to 98,185.10 sq. mtrs. approximately for which Property Register cards were opened bearing CTS nos. 87, 87/1 to 87/19 Village Paspoli ("**said land**"). We are informed that as a Lessee, the Owners developed the said land and constructed structures thereon.
- I. By and under a Memorandum of Understanding dated 21<sup>st</sup> August, 2009 (hereinafter referred to as "**MOU**") entered into between the Legal Heirs of Gopal Chandrabhan Sharma i.e. Prashant Gopal Sharma, Smt. Sunita Devi Sharma, Dikshant Gopal Sharma and Smt. Sangeeta Subodh Sharma (hereinafter collectively referred to as "**Legal Heirs of Gopal Chandrabhan Sharma**") on one hand and Owners on the other hand, the Legal Heirs of Gopal Chandrabhan Sharma agreed to sell to Owners the said land for valuable consideration.







- J. During the investigation of the title of the Legal Heirs of Gopal Chandrabhan Sharma to the said land caused to be taken by the Owners, in response to the Public Notice dated 28<sup>th</sup> August 2009, one Mr. Faruq Abdul Rahman Yusuf raised an objection disputing the title of the Legal Heirs of Gopal Chandrabhan Sharma. The Legal Heirs of Gopal Chandrabhan Sharma through their lawyer's letter dated 14<sup>th</sup> September 2009 informed the Owners that the Legal Heirs of Gopal Chandrabhan Sharma have dealt with the said objection of Mr. Faruq Abdul Rahman Yusuf.
- K. The MOU was modified by a Supplementary Memorandum of Understanding dated 5<sup>th</sup> October, 2009 executed between the parties to the MOU for recording retention of part consideration, which was to be payable at the consummation of the transaction.
- L. By and under a Registered Sale Deed dated 7<sup>th</sup> November, 2009 (hereinafter referred to as "**Sale Deed**") entered into between Prashant Gopal Sharma, Smt. Sunita Devi Sharma, Dikshant Gopal Sharma and Smt. Sangeeta Subodh Sharma, therein referred to as "*Vendors*" and Owners, therein referred to as "*Purchasers*", the Legal Heirs of Gopal Chandrabhan Sharma conveyed in favour of the Owners, the said land, together with the structures constructed thereon by Owners and all rights, title, interest, including reversionary rights therein. This Sale Deed is registered with Sub Registrar of Assurances at Mumbai at Sr. No. BDR/164/2010.

Yours truly

Shiju P.V.

Senior Partner

**INDIALAW LLP**

Date: 4 February 2022

Place: Mumbai.

