

**FORMAT A**

**(AS PER CIRCULAR NO. 28 OF 2021)**

15<sup>th</sup> April, 2022

To,  
MahaRERA,  
Mumbai, Maharashtra,

**Sub:** Title clearance certificate with respect to the Property of Mahavir Jyot Co-operative Housing Society Limited being all that piece or parcel of land, hereditament and premises together with the building and structures standing thereon bearing Plot Nos.353/30, 353/31 and 353/32 TPS III Ghatkopar bearing CTS No.5743 admeasuring 2438 sq. mtrs. or thereabouts of village revenue Ghatkopar Kirol, Taluka Kurla in the registration district and sub district of Mumbai Suburban (hereinafter referred to as the "**said Land**").

I have investigated the title of the said land on the request of Ashar Realtors (the Developer) and following documents i.e.

1. Description of Property: - Property of Mahavir Jyot Co-operative Housing Society Limited being all that piece or parcel of land, hereditament and premises together with the building and structure standing thereon bearing Plot Nos.353/30, 353/31 and 353/32 TPS III Ghatkopar bearing CTS No.5743 admeasuring 2438 sq. mtrs. or thereabouts of village revenue Ghatkopar Kirol, Taluka Kurla in the registration district and sub district of Mumbai Suburban (the said "**land**").
2. The Documents of allotment of Plot: -
  - (i) Indenture dated 23<sup>rd</sup> October, 1970 made between Savailal Keshavlal Shah and Tarailaxmi Savailal Shah therein called the Vendors of the First Part, Damji Shamji Shah therein called the First Confirming Party of the Second Part, Mavji Velji, Maya Nepa and Dhirajlal Hirji therein called the Second Confirming Parties of the Third Part and Mahavir Jyot Co-operative Housing Society Limited ("**the Society**") therein called the Purchaser of the Fourth Part and registered with the office of the Sub-Registrar of Assurances under Serial No. BOM/R-4747 of 1970;
  - (ii) Indenture dated 27<sup>th</sup> October, 1970 made between Dhirajlal Keshavlal Shah the Karta and Manager of the joint and undivided Hindu family, Dhanlaxmi Dhirajlal Shah therein called the Vendors of the First Part, Damji Shamji Shah therein called the First Confirming Party of the

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Second Part, Morarji Kheraj therein called the Second Confirming Party, Mavji Velji, Maya Mepa and Dhirajlal Hirji therein called the Third Confirming Parties of the Third Part and Mahavir Jyot Co-operative Housing Society Limited (“**the Society**”) therein called the Purchaser Society of the Fourth Part and registered with the office of the Sub-Registrar of Assurances under serial no. BOM/R-4746 of 1970;

- (iii) Indenture dated 27<sup>th</sup> October, 1970 made between Deepak Narottamdas Shah a minor by the hand of his father and duly appointed natural guardian Narottamdas Keshavlal Shah therein called the Vendors of the first part, Damji Shamji Shah therein called the First Confirming Party of the second part, Ravilal Nnaji therein called the Second Confirming Parties of the third part and Mahavir Jyot Co-operative Housing Society Limited (“**the Society**”) therein called the purchaser of the fourth part and registered with the office of the Sub-Registrar of Assurances under serial no. BOM/R-4745 of 1970;
- (iv) Copy of IODs issued by Mumbai Municipal Corporation dated 26<sup>th</sup> December, 1970 and 3<sup>rd</sup> August, 1970;
- (v) Commencement certificates issued by Mumbai Municipal Corporation dated 26<sup>th</sup> December 1970 and 3<sup>rd</sup> August, 1970;
- (vi) Agreement for Redevelopment dated 8<sup>th</sup> July 2021 between the Society, Messrs. Ashar Realtors and 52 members of the Society and registered with the office of the Sub Registrar of Assurances at Kurla under Serial No.10904 of 2021;
- (vii) Power of Attorney dated 8<sup>th</sup> July, 2021 executed by the Society in favour of Ajay Pratap Ashar and registered with the office of the Sub Registrar of Assurances at Kurla under Serial No.10915 of 2021;
- (viii) Declaration of the Society dated 16<sup>th</sup> December, 2021 duly registered on the even date with the Office of the Sub-Registrar of Assurances at Kurla under Serial No. 19685 of 2021.
- (ix) Supplementary Development Agreement dated 11<sup>th</sup> February, 2022 executed between The Society, The Developer and 5 members of the Society duly registered with the Sub-Registrar of Assurances at Serial No. KRL3-2247-2022.
- (x) Supplementary Development Agreement dated 24<sup>th</sup> February, 2022 executed between The Society, The Developer and 1 member of the Society duly registered with the Sub-Registrar of Assurances at Serial No. KRL3-2965-2022.
- (xi) Property Card dated 11<sup>th</sup> February, 2022.

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(xii) Copy of I.O.D. issued by Municipal Corporation of Greater Mumbai dated 8<sup>th</sup> April 2022 File bearing No. P-3893/2019/(353/30 and other)/N WARD/FPI/IOD/1/AMEND.

(xiii) Property Card dated 11<sup>th</sup> February, 2022.

(xiv) Search report for 60 years from 1960 to 2019.


On perusal of the above-mentioned documents and all other relevant documents relating to title of the said property We are of the opinion that the title of the Developer Messers Ashar Realtors is clear marketable and without any encumbrances.

Owner of the land :- Mahavir Jyot Co-operative Housing Society Limited.

The Report reflecting the flow of the title of the Messrs. Ashar Realtors of the said land is annexed herewith as annexure.

Encl:- Annexure

Kanga and Company,



Partner

Advocates and Solicitors

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Partners : A. M. Desai • K. M. Vussonji • B. D. Damodar • S. S. Vaidya • A. R. Amin • Ms. P. G. Mehta • R. V. Gandhi  
C. S. Thakkar • R. P. Bhatt • P. S. Damodar • Ms. S. V. Sampat • K. S. Vaidya

Associate Partners : Ms. S. B. Pathak • M. A. Kamdar

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**Flow of the Title**

- i. It appears that the joint and undivided Hindu families of (1) Narottamdas Keshavlal Shah, (2) Savailal Keshavlal Shah, (3) Dhirajlal Keshavlal Shah and (4) Dhanvantrai Keshavlal Shah and their respective branches were allotted all those pieces and parcels of agricultural land or ground being Plot No.353 of Town Planning Scheme No. III of Ghatkopar;
- ii. It appears that the said agricultural plot No.353 was sub divided into 43 plots;
- iii. It appears that by a Deed of Partial Partition dated 28<sup>th</sup> June 1969 executed between Narottamdas Keshavlal Shah, Savailal Keshavlal Shah, Dhirajlal Keshavlal Shah and Dhanvantrai Keshavlal Shah and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.2168 of 1968 some of the said plots were partitioned and Plot No.353/30 along with 1/4<sup>th</sup> share in the internal access and recreation spaces came to the share of Narottamdas Keshavlal Shah and Plot No.353/31 along with 1/4<sup>th</sup> share in the internal access and recreation spaces came to the share of Dhirajlal Keshavlal Shah and his wife Dhanlaxmi Dhirajlal Shah and Plot No.353/32 along with 1/4<sup>th</sup> share in the internal access and recreation spaces came to the share of Savailal Keshavlal Shah and his wife Taralaxmi Savailal Shah;
- iv. All the afore recited facts have been gathered from the recitals to the registered Deed of Conveyance dated 27<sup>th</sup> October, 1970 we have not perused any of the aforesaid documents. The averments made in a registered document which have not been controverted for the last 52 years by any one, hence, it may be presumed that they are correct.

**1. Plot No. 353/30:**

- a. It appears that By an Agreement for Sale dated 1<sup>st</sup> June 1970, executed between Deepak Narrotamdas Shah through his father and his natural guardian, who was appointed as the guardian of his minor son Deepak pursuant to an order dated 31<sup>st</sup> July, 1970 passed by His Honor Judge Shri Suresh of the Bombay City Civil Court in Miscellaneous Petition No. 13 of 1970 Narrotamdas Keshavlal Shah therein referred to as the Vendor of the One Part, and Damji Shamji Shah therein referred to as the Purchaser of the Other part, the Vendors agreed to sell to the Purchaser the agricultural Plot No.353/30 being a portion of Plot No.353 of TPS No.III of Ghatkopar admeasuring 966 sq. yds. equivalent to 808 sq. mtrs. or thereabouts and an additional area of 300 sq. yards equivalent to 251 sq. mtrs. or thereabouts being the undivided portion of the one fourth undivided share of Deepak Narrotamdas Shah in the agricultural land comprised in the internal means of the access and the

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common recreation space being portion of Plot No.353 and more particularly described in the First Schedule thereunder written and hereunder written;

- b. It appears that by an Agreement for Sale dated 25<sup>th</sup> August 1970, executed between Damji Shamji Shah therein referred to as the Vendors of the One Part and Ravilal Nanji therein referred to as the Purchaser of the Other Part, the Vendor therein agreed to sell to the Purchasers all that piece or parcel of agricultural plot No.353/30 being a portion of Plot No.353 of the Town Planning Scheme No.III of Ghatkopar admeasuring 966 sq. yards i.e. 808 sq. mtrs and an additional area of 300 sq. yards i.e. 251 sq. metres being the undivided portion of the one fourth undivided share of Deepak Narrotamdas Shah in the agricultural land comprised in the internal means of the access and the common recreation space being portion of Plot No.353 and more particularly described in the First Schedule hereunder written;
  - c. All the afore recited facts have been gathered from the recitals to the registered Deed of Conveyance dated 27<sup>th</sup> October, 1970 we have not perused any of the aforesaid documents. The averments made in a registered document which have not been controverted for the last 52 years by any one, hence, it may be presumed that they are correct.
  - d. By a Deed of Conveyance dated 27<sup>th</sup> October, 1970 made between Deepak Narottamdas Shah, a minor under the age of 18 years by his father and duly appointed natural guardian Narottamdas Keshavlal Shah therein called the Vendor of the First Part, Damji Shamji Shah therein called the First Confirming Party of the Second Part, Ravilal Nanji therein called the Second Confirming Party of the Third Part and Mahavir Jyot Co-operative Housing Society Limited ("the Society") therein called the purchaser Society of the Fourth Part and registered with the office of the Sub-Registrar of Assurances under Serial No. BOM/R-4745 of 1970 on 19<sup>th</sup> February, 1971 Narottamdas Keshavlal Shah with the knowledge and consent of Damji Shamji Shah and Ravilal Nanaji granted, conveyed, sold and transferred to the Society the land bearing Plot No.353/30 situated at Ghatkopar being portion of Plot No.353/6 of Town Planning Scheme No.III Ghatkopar bearing City Survey No.5743 admeasuring 966 sq. yds equivalent to 808 sq. mtrs. or thereabouts as also an additional area admeasuring 300 sq. yards equivalent to 251 sq. mtrs. or thereabouts at or for the consideration mentioned therein;
- 2. Plot No. 353/31:**
- a. It appears that By an Agreement for Sale dated 4<sup>th</sup> June 1970, executed between Dhirajlal Keshavlal Shah and Dhanlaxmi Dhirajlal Shah therein referred to as the Vendors of the One Part, and Damji Shamji Shah therein referred to as the Purchaser of the Other part, the Vendors agreed

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to sell to the Purchaser the agricultural plot No.353/31 being a portion of Plot No.353 of TPS No. III of Ghatkopar admeasuring 966 sq. yds. i.e. 808 sq. mtrs. and an additional area of 300 sq. yards i.e. 251 sq. mtrs. being the undivided portion of the one fourth undivided share of Dhirajlal Keshavlal Shah and Dhanlaxmi Dhirajlal Shah in the agricultural land comprised in the internal means of the access and the common recreation space being portion of Plot No.353 and more particularly described in the Second Schedule hereunder written;

- b. It Appears that by an Agreement for Sale dated 26<sup>th</sup> August 1970, executed between Damji Shamji Shah therein referred to as the Vendors of the One Part and Mavji Velji, Maya Mepa and Dhirajlal Hirji, Damji Shamji Shah therein referred to as the Purchasers of the Other Part, the Vendor agreed to sell to the Purchasers all that piece or parcel of agricultural plot No.353/31 being a portion of Plot No.353 of the Town Planning Scheme No.III of Ghatkopar admeasuring 966 sq. yards i.e. 808 sq. mtrs and an additional area of 300 sq. yards i.e. 251 sq. metres being the undivided portion of the one fourth undivided share of Savailal Keshavlal Shah and Taralaxmi Savailal Shah in the agricultural land comprised in the internal means of the access and the common recreation space being portion of Plot No.353 and more particularly described in the Second Schedule hereunder written;
- c. All the afore recited facts have been gathered from the recitals to the registered Deed of Conveyance dated 27<sup>th</sup> October, 1970 we have not perused any of the aforesaid documents. The averments made in a registered document which have not been controverted for the last 52 years by any one, hence, it may be presumed that they are correct.
- d. By another Deed of Conveyance dated 27<sup>th</sup> October, 1970 made between Dhirajlal Keshavlal Shah the Karta and Manager of the joint and undivided Hindu family, Dhanlaxmi Dhirajlal Shah therein called the Vendor (which expression shall unless it be repugnant to the contest or meaning thereof shall include the Karta for the time being of the said HUF and the member/s of the said HUF for the time being and the survivor/s of that time, heirs, executors and administrators) of the First Part, Damji Shamji Shah therein called the First Confirming Party of the Second Part, Morarji Kheraj therein called the Second Confirming Party of the Third Part, Mavji Velji, Maya Mepa and Dhirajlal Hirji therein called the third Confirming Parties of the Fourth Part and Mahavir Jyot Co-operative Housing Society Limited ("**the Society**") therein called the Purchaser Society of the Fifth part and registered with the office of the Sub-Registrar of Assurances under serial no. BOM/R-4746 of 1970 on 19<sup>th</sup> February, 1971, the Vendors with the knowledge and consent of the First Confirming Party, Second Confirming Party and the Third Confirming Party granted, conveyed, sold and transferred to the Society the land bearing Plot No.353/31 situated at Ghatkopar being portion of

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plot No.353/6 of Town Planning Scheme No. III Ghatkopar bearing City Survey No.5743 admeasuring 966 sq. yds equivalent to 808 sq. mtrs. or thereabouts as also an additional area admeasuring 300 sq. yards equivalent to 251 sq. mtrs. being undivided portion of the 1/4<sup>th</sup> share of Dhirajlal Keshavlal Shah and Dhanlaxmi Dhirajlal Shah in the agricultural land comprised in the internal means of access and of the common recreation ground forming part of Plot No.353/31;

**3. Plot No. 353/32:**

- a. It appears that By an Agreement for Sale dated 5<sup>th</sup> June 1970, executed between Savailal Keshavlal Shah and Taralaxmi Savailal Shah therein referred to as the Vendors of the One Part, and Damji Shamji Shah therein referred to as the Purchaser of the Other part, the Vendors agreed to sell to the Purchaser the agricultural plot No.353/32 being a portion of Plot No.353 of TPS No.III of Ghatkopar admeasuring 966 sq. yds. i.e. 808 sq. mtrs. and an additional area of 300 sq. yards i.e. 251 sq. mtrs. being the undivided portion of the one fourth undivided share of Savailal Keshavlal Shah and Taralaxmi Savailal Shah in the agricultural land comprised in the internal means of the access and the common recreation space being portion of Plot No.353 and more particularly described in the Third Schedule hereunder written;
- b. It appears that by an Agreement for Sale dated 26<sup>th</sup> August 1970, executed between Damji Shamji Shah therein referred to as the Vendors of the One Part and Mavji Velji, Maya Mepa and Dhirajlal Hirji, Damji Shamji Shah therein referred to as the Purchasers of the Other Part, the Vendor agreed to sell to the Purchasers all that piece or parcel of agricultural plot No.353/32 being a portion of Plot No.353 of the Town Planning Scheme No. III of Ghatkopar admeasuring 966 sq. yards i.e. 808 sq. mtrs and an additional area of 300 sq. yards i.e. 251 sq. metres being the undivided portion of the one fourth undivided share of Savailal Keshavlal Shah and Taralaxmi Savailal Shah in the agricultural land comprised in the internal means of the access and the common recreation space being portion of Plot No.353 and more particularly described in the Third Schedule hereunder written;
- c. All the afore recited facts have been gathered from the recitals to the registered Deed of Conveyance dated 23<sup>rd</sup> October, 1970 we have not perused any of the aforesaid documents. The averments made in a registered document which have not been controverted for the last 52 years by any one, hence, it may be presumed that they are correct.
- d. It appears that, on the formation of the Society by a registered Deed of Conveyance dated 23<sup>rd</sup> October, 1970 made between Savailal K. Shah and Taralaxmi S. Shah therein referred to as the Vendors of the First Part, Damji Shamji Shah therein referred to as the First Confirming Party of the Second Part, Mavji Velji, Maya Mepa and Dhirajlal Virji

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therein referred to as the Second Confirming Party of the Third Part and the Society therein referred to as the Purchaser of the Fourth Part and registered with the office of the Sub Registrar of Assurances under Serial No. BOM/4747/70 on 19<sup>th</sup> February, 1971, Savailal K. Shah and Taralaxmi S. Shah with the knowledge and consent of Damji Shamji Shah and Mavji Velji, Maya Mepa and Dhirajlal Virji granted, conveyed, sold and transferred and the First and Second Confirming Parties confirmed the sale of the Said Property in favour of the Society. The Society thus acquired the share, right, title, and interest of the Vendors, the First Confirming Party and Second Confirming Parties in the land bearing Plot No.353/32 situate at Ghatkopar being portion of plot No.353/6 of Town Planning Scheme No. III Ghatkopar bearing City Survey No.5743 admeasuring 966 sq. yds equivalent to 808 sq. mtrs. or thereabouts as also an additional area admeasuring 300 sq. yards equivalent to 251 sq. mtrs. being undivided portion of the 1/4<sup>th</sup> share of Savailal K. Shah and Taralaxmi Shah in the agricultural land comprised in the internal means of access and of the common recreation ground forming part of Plot No.353/32, and more particularly described in the Third Schedule hereunder written;

- ii. The Society is thus seized and possessed of or otherwise well and sufficiently entitled to the property bearing Plot Nos. 353/30, 353/31 and 353/32, TPS III, Ghatkopar bearing CTS No.5743 admeasuring of 2438 sq. mtrs or thereabouts together with buildings standing thereon;
- iii. The Society after following the due process of law entered into a Development Agreement with Messrs Ashar Realtors on certain terms and conditions set out in the said Development Agreement as per the plans to be sanctioned by the Municipal Corporation of Greater Mumbai and other concerned authorities.
- iv. By an Agreement for Redevelopment dated 8<sup>th</sup> July 2021 made between the Society of the First Part, Messrs Ashar Realtors of the Second Part and 52 out of 58 members of the Society as the Third Part and registered with the office of the Sub Registrar of Assurances at Kirol under Serial No.10904 of 2021 within the limits of Municipal Corporation of Greater Mumbai Plot No. 353/30, 353/31 and 353/32TPS III Ghatkopar bearing CTS No.5743 admeasuring of 2438 sq. mtrs or thereabouts. There are three buildings standing on the said property:- building A comprising of ground and three upper floors, building B comprising of ground and three upper floors and building C comprising of ground and four upper floors having 58 existing flats which are occupied by the members of the Society.
- v. By a Supplementary Development Agreement dated 11<sup>th</sup> February, 2022 executed between Mahavir Jyot Co-operative Housing Society Limited therein referred to as the Society of the First Part, Messrs Ashar Realtors therein referred to as the Developer of the Second Part and Rajendra Jagdishchandra Raval and 4 others therein referred to as the Members of the Third Part and

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registered with the Sub-Registrar of Assurances at Serial No.2247 of 2022, the 5 members of the Society entered into the Supplementary Development Agreement, confirming the Development Agreement dated 8<sup>th</sup> July 2021 and confirming the grant of Development rights of the said Property to the Developer on the terms and conditions specified therein;

- vi. By a Supplementary Development Agreement dated 24<sup>th</sup> February,2022 executed between Mahavir Jyot Co-operative Housing Society Limited therein referred to as the Society of the First Part, Messrs Ashar Realtors therein referred to as the Developer of the Second Part and Rajshri Parikh therein referred to as the Member of the Third Part and registered with the Sub-Registrar of Assurances at Serial No. 2965 of 2022, the Member of the Society entered into the Supplementary Development Agreement, confirming the Development Agreement dated 8<sup>th</sup> July 2021 and confirming the grant of Development rights of the said Property to the Developer on the terms and conditions specified therein;
- vii. Messrs Ashar Realtors are thus having development rights in respect of the Society's property described in the Fourth Schedule hereunder written. Further by virtue of the Power of Attorney also dated 8<sup>th</sup> July 2021 the Society has given full right and absolute authority to Messrs Ashar Realtors to carry out the work of development of the said Property and sell the flats of developer's entitlement in form of flats/shops/car parking spaces to the prospective purchasers.

**A. Approval of Plans:**

The Developer has submitted the plans for construction of a Multi storied building on the said Property to Municipal Corporation of Greater Mumbai and obtained IOD dated 8<sup>th</sup> April 2022 bearing reference No. P-3893/2019/(353/30 and other)/N WARD/FPI/IOD/1/AMEND.

**B. Sub-Registrar Searches:**

We have taken search at the office of the Sub-Registrar of Assurances at Mumbai with respect to the said Property through Mr. Tushar B. Ghadigaonkar, search clerk for the period of 60 years from 1960 to 2019, and save and accept the aforementioned documents no other document pertaining to the title has been found to be registered with the Sub- Registrar of Assurances which affects the rights of the Owners to the said Property

**C. Litigation:**

We have been informed/ given to understand that the said Property or any part thereof is not the subject matter of any pending litigation or dispute or attachment either before or after judgment nor is there any restraint order or injunction passed by any court or judicial authority restraining the previous owners or the present owner from dealing with the said Property or any part thereof. We have not carried out any searches in any court/s and/or tribunal.

**D. Property Register Card:**

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Upon perusal of the Property Card dated 11<sup>th</sup> February, 2022, it appears that the Said Property is absolutely owned by Mahavir Jyot Co-operative Housing Society Limited.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece or parcel of land, hereditament and premises together with the building and structure standing thereon bearing Plot Nos. 353/30, TPS III Ghatkopar bearing CTS No. 5743 admeasuring 966 sq. yds. i.e. 808 sq. mtrs. or thereabouts of village revenue Ghatkopar Kirol, Taluka Kurla in the registration district and sub district of Mumbai Suburban

**THE SECOND SCHEDULE ABOVE REFERRED TO**

All that piece or parcel of land, hereditament and premises together with the building and structure standing thereon bearing Plot Nos. 353/31 TPS III Ghatkopar bearing CTS No. 5743 admeasuring 966 sq. yds. i.e. 808 sq. mtrs. or thereabouts of village revenue Ghatkopar Kirol, Taluka Kurla in the registration district and sub district of Mumbai Suburban

**THE THIRD SCHEDULE ABOVE REFERRED TO**

All that piece or parcel of land, hereditament and premises together with the building and structure standing thereon bearing Plot Nos. 353/32 TPS III Ghatkopar bearing CTS No. 5743 admeasuring 966 sq. yds. i.e. 808 sq. mtrs. or thereabouts of village revenue Ghatkopar Kirol, Taluka Kurla in the registration district and sub district of Mumbai Suburban

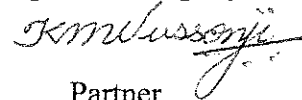
**THE FOURTH SCHEDULE ABOVE REFERRED TO**

All that piece or parcel of land, hereditament and premises together with the building and structure standing thereon bearing Plot Nos. 353/30, 353/31 and 353/32 TPS III Ghatkopar bearing CTS No. 5743 admeasuring 2438 sq. mtrs. or thereabouts of village revenue Ghatkopar Kirol, Taluka Kurla in the registration district and sub district of Mumbai Suburban and bounded as follows:-

On or towards the East	:	G + 3 <sup>rd</sup> floor existing residential building
On or towards the West	:	G + 6 <sup>th</sup> floor existing residential building
On or towards the North	:	18.30 mt. wide existing road
On or towards the South	:	Garden

Dated this 15<sup>th</sup> day of April, 2022.

Kanga and Company,



Partner

Advocates and Solicitors