



L D Shah & Company | Advocates Solicitors & Notary

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To
Maha RERA
Housefin Bhavan E Block
Bandra Kurla Complex
Bandra East
Mumbai 400 051

LEGAL TITLE REPORT

Sub: Title clearance certificate in respect of the plot of land situate at Off Mahatma Gandhi Road Ghatkopar (East) Mumbai 400 077 within the limits of Greater Mumbai in the revenue village of Kirol taluka Kurla in the district and registration sub-district of Mumbai City and Mumbai Suburban formerly bearing Survey no 78 Hissa nos 7 and 8 and now bearing CTS nos 4601 to 4610 in aggregate admeasuring 2,480 sq yds ie 2,073.58 sq mts as per title document and 2,367.60 sq yds ie 1,959.70 sq mts as per Property Register Card ('Plot')

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1 We have investigated the title of the Plot on the request of Aricia Construction ('Purchaser') and following documents ie:

i Description of the property:

Plot of land situate at Off Mahatma Gandhi Road Ghatkopar (East) Mumbai 400 077 within the limits of Greater Mumbai in the revenue village of Kirol taluka Kurla in the district and registration sub-district of Mumbai City and Mumbai Suburban formerly bearing Survey no 78 Hissa nos 7 and 8 and now bearing CTS nos 4601 to 4610 in aggregate admeasuring 2,480 sq yds ie 2,073.58 sq mts as per title document and 2,367.60 sq yds ie 1,959.70 sq mts as per Property Register Card ('Plot');

ii The documents of allotment of Plot:

- a By a Deed of Conveyance dated 1st September 1948 registered under no BOM/3603 of 1948 of Book No 1 on 23rd September 1948 with the Sub Registrar at Mumbai, made between Kirol Lands Limited of the one part and Motilal Galgal Trust through its then trustees (1) Vadilal Chatrabhuj Gandhi (2) Pranjivandas Hargovindas Gandhi (3) Vasantlal Vrajlal Gandhi of the other part;
- b By a Deed of Conveyance dated 16th December 1957 registered under no BOM/8993 of 1957 of Book 1 on 8th August 1958 with the Sub Registrar at Mumbai made between Motilal Galgal Trust through

its then trustees (1) Vadilal Chatrabhuj Gandhi (2) Pranjiwandas Hargovindas Gandhi (3) Vasantlal Vrajlal Gandhi of the one part and The Gandhi Mahendra Chatrabhuj Education Trust ('Trust') through the Trust's then trustees (1) Chatrabhuj Motilal Gandhi (2) Vadilal Chatrabhuj Gandhi (3) Pranjiwandas Hargovindas Gandhi (4) Vasantlal Vrajlal Gandhi (5) Pravinchandra Chatrabhuj Gandhi and (6) Gunvant Manilal Gandhi of the other part;

- c Agreement for Sale dated 4th March 2010 registered under no BDR-14/1916 of 2010 on 5th March 2010 with the Sub-registrar at Kurla 4 Mumbai made between Trust through its present trustees (1) Rajnikant Lallubhai Gandhi (2) Bhadresh Rajnikant Gandhi and (3) Gaurang Rajnikant Gandhi of the one part and Purchaser of the other part;
- d By a Deed of Mortgage dated 13th September 2019 registered under no KRL-4/11830 of 2019 on the same day with the Sub Registrar at Kurla - 4 made between Purchaser of the one part and Kotak Mahindra Investments Limited ('Bank') of the other part.

- iii Property card issued by City Survey Office Ghatkopar;
- iv Search report for 71 years from Mr Raghunath S Okate from 1948 till 2019;
- v Public notices issued on 10th March 2016 in The Free Press Journal and (English) and Navshakti (Marathi) newspapers.

2 On perusal of the above mentioned documents and all other relevant documents relating to title of the Plot, we are of the opinion that the title of the Trust subject to right of the Purchaser is clear, marketable and without any other encumbrances subject to charge lien and mortgage of the Bank.

Owners of the land

- i The Gandhi Mahendra Chatrabhuj Education Trust
- ii Qualifying comments/remarks if any - None.
- 3 The report reflecting the flow of the title of the Trust and the Purchaser on the Plot is enclosed as Annexure hereto.

Encl: Annexure.

For L D Shah & Company


Partner
Advocates & Solicitors

Place: Mumbai
Date: 27th December 2021



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Circular No 28/2021

**FLOW OF THE TITLE OF THE SAID LAND
TO WHOMSOEVER IT MAY CONCERN**

1 By a Deed of Conveyance dated 1st September 1948 registered under no BOM/3603 of 1948 of Book No 1 on 23rd September 1948 with the Sub Registrar at Mumbai, Kirol Lands Limited sold conveyed and transferred unto Motilal Galgal Trust through its then trustees (1) Vadilal Chatrabhuj Gandhi (2) Pranjivandas Hargovindas Gandhi (3) Vasantlal Vrajlal Gandhi the plot of land presently situate Off Mahatma Gandhi Road Ghatkopar (East) Mumbai 400 077 within the limits of Greater Mumbai in the revenue village of Kirol taluka Kurla in the district and registration sub-district of Mumbai City and Mumbai Suburban formerly bearing Survey no 78 Hissa nos 7 and 8 and now bearing CTS nos 4601 to 4610 in aggregate admeasuring 2,480 sq yds ie 2,073.58 sq mts as per title document and 2,367.60 sq yds ie 1,959.70 sq mts as per Property Register Card (**'Plot'**) with building/structures thereon presently assessed to municipal taxes under 'N' Ward No 343 and Street no 73 First Road Rajawadi (**'Old Building'**). The Plot with the Old Building thereon shall hereinafter collectively be referred to as the **'Property'**.

2 The Gandhi Mahendra Chatrabhuj Education Trust (**'Trust'**) is a Public Charitable Trust registered under no E-6836 (Mumbai) on 16th December 1957 under the provisions of the Maharashtra Public Trusts Act 1950.

3 By a Deed of Conveyance dated 16th December 1957 registered under no BOM/8993 of 1957 of Book 1 on 8th August 1958 with the Sub Registrar at Mumbai Motilal Galgal Trust through its then trustees (1) Vadilal Chatrabhuj Gandhi (2) Pranjivandas Hargovindas Gandhi (3) Vasantlal Vrajlal Gandhi transferred the Property unto the Trust through the Trust's then trustees (1) Chatrabhuj Motilal Gandhi (2) Vadilal Chatrabhuj Gandhi (3) Pranjivandas Hargovindas Gandhi (4) Vasantlal Vrajlal Gandhi (5) Pravinchandra Chatrabhuj Gandhi and (6) Guntant Manilal Gandhi.

4 By an Agreement for Sale dated 4th March 2010 registered under no BDR-14/1916 of 2010 on 5th March 2010 with the Sub-registrar at Kurla 4 Mumbai the Trust through its present trustees (1) Rajnikant Lallubhai Gandhi (2) Bhadresh Rajnikant Gandhi and (3) Gaurang Rajnikant Gandhi agreed to sell convey and transfer the Property unto Aricia Construction (**'Purchaser'**).

5 By a Deed of Mortgage dated 13th September 2019 registered under no KRL-4/11830 of 2019 on the same day with the Sub Registrar at Kurla - 4 the Owner created a first charge and lien on the Property in favour of Kotak Mahindra Investments Limited ('Bank').

6 We have investigated the title of the Trust to the Plot subject to the rights of the Purchaser under the Agreement as setout in paragraph 4 hereinabove, and state that in our opinion the same is clear and free from all other encumbrances beyond reasonable doubts and as such marketable subject to: (a) public notices being issued; (b) the searches being taken in the revenue records and in the records of the Sub Registrar; (c) inspection of the original documents and (d) charge lien and mortgage of the Bank as setout in paragraph 5 hereinabove.

7 It may be noted that:

(a) We have not visited/inspected the Plot or any part thereof;

(b) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/Floor Space Index and developability of the Property falls within the scope and purview of an architect. We express no views in that behalf;

and

(c) The following has been assumed by us:

(i) The accuracy of this Report necessarily depends on the documents made available to us, which we reasonably believe to be true, complete, accurate and not misleading;

(ii) the photocopies of the documents/papers/approvals/plans provided to us are precise accurate complete and genuine copies of the originals thereof and confirm to the original underlying documents etc;

(iii) each document/paper/approval/plan has been duly signed/executed by the persons purporting to sign/execute the same and such person has full authority and power to do so. The signatures on the documents provided to/obtained by us are true and genuine;

(iv) the documents papers accurately reflect the transactions contained therein and the same have been consummated in accordance with law. There have been no amendments or changes to the documents examined by us. The legal capacity of all natural persons are as they purport to be;

- (d) The reader of this report agrees that S Shah and Associates – (Advocates) its partners associates employees and agents, neither we nor accept any duty or responsibility to it, whether in contract or in tort (including without limitation, negligence and breach of statutory duty) and shall not be liable in respect of any loss, damage or expenses of whatsoever nature which is caused by any use the reader may choose to make of this Report or which is otherwise consequent upon gaining access to this Report by the reader.
- (e) In no circumstances, shall the cumulative liability, if any, of S Shah and Associates (Advocates), its partners associates or employees and agents in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid by the Purchaser to us in that behalf.

Mumbai, Dated this 27th day of December 2021.

For L D Shah & Company



Partner

Advocates & Solicitors