

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

To,  
The Maharashtra Real Estate Regulatory Authority,  
6<sup>th</sup> & 7<sup>th</sup> Floor, Housefin Bhavan,  
Plot No.C-2 ,E-Block,  
Bandra Kurla Complex,  
Bandra (East),/Mumbai- 400 051.

**LEGAL TITLE REPORT**

**Sub:** Title Certificate in respect All that piece and parcel of Plot of Slum land of (Maharashtra Grihnirman Mandal/Mhada) admeasuring 6700 (Six Hundred and Seven Hundred)square meters and thereabouts or more bearing C.T.S.No.50A (Part),C.T.S.NO.55 (Part),55/1 TO 10 AND C.T.S.NO.55/17 TO 22 of Village:Pahadi Goregaon (West),Taluka: Borivali, lying, being and situate at Unnat Nagar ,Goregaon (West), Mumbai-400 104; within the Registration District of Mumbai and Mumbai Suburban-District (hereinafter referred to as“ **the said Plot of land** ”) together with various residential, commercial and religious Slum structures/tenements standing on the said Plot of land (prior to its demolition for development) in all 423 (Four hundred and twenty three) Slum tenements (“**said slum tenements**”) situate at Unnat Nagar ,Goregaon (West),Mumbai-400 104; (the said Plot of land and said slum tenements hereafter together referred to as “**the said Property**”).

I, under instructions and at the instance of my clients,M/s. A & A Developers (Developer),represented by its authorized Partner, Mr.Rohan Brahmddev Shukla, have investigated the title of the said Property and in accordance with the contents of the copies of documents and papers etc. furnished to me and the provided diverse information/s and representation/s made to me it got revealed and came to my

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Address: Flat No.11, Bldg. No. 6, The Malad CHS Ltd., Poddar Road, Malad (E),  
Mumbai – 400 0097.

attention, knowledge and notice the hereinbelow enumerated material facts, happenings and events i.e.

**1) Description of the Property:** All that piece and parcel of Plot of Slum land of (MHADA) admeasuring 6700(Six Hundred and Seven Hundred)square meters and thereabouts or more (less 2155.30 square meters area therefrom being R.G. reservation and further less 542.80 square meters are therefrom being the road set back area for handover to MCGM/BMC) bearing C.T.S.No.50 A (Part), C.T.S.NO.55 (Part),55/1 TO 10 AND C.T.S.NO.55/17 TO 22 of Village: Pahadi Goregaon (West),Taluka: Borivali, lying, being and situate at Unnat Nagar ,Goregaon (West), Mumbai-400 104 within the Registration District of Mumbai and Mumbai Suburban-District together with various residential, commercial and religious Slum structures/tenements standing on the said Plot of land (prior to its demolition for development and construction work of Project "Sheetal Kiara") in all 423 (Four hundred and twenty three) Slum tenements situate at Unnat Nagar ,Goregaon (West),Mumbai-400 104,Village:Pahadi Goregaon (West),Taluka: Borivali, Mumbai Suburban District.

**2) Document/s of Ownership of the said Plot:**

- a. The Property cards in respect of the said Property reveals the Maharashtra Housing Development Mandal (MHADA) (functioning under the State Government of Maharashtra) as the vested Owner /Holder of the said Plot of land since decades together till date hereof.
- b. The Maharashtra government published gazettee notification no. SAA - Malad-10 dated 30<sup>th</sup> September,1977 interalia for the said Property's declaration as the Slum Areas under the provisions of the Maharashtra Slum Areas (I.C & R.)Act,1971.
- c. The No Objection Certificate dated 01<sup>st</sup> January,2024 of the BrihanMumbai MahanagarPalika certifying that the said Property as Slum Areas is not assessed to municipal taxes and hence there is no dues to be recovered against property tax bills in respect of the said property.
- d. The three Resolution/s each dated 29<sup>th</sup> November,2015 passed by the members/slumdweller in the special general body meeting of the Kundan



## **Anupam R. Sharma**

ADVOCATE HIGH COURT, MUMBAI

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Nagar Grihnirman Sahakari Sanstha (Niyojit), SRA , by the members/slumdweller in the special general body meeting of the Krishna Nagar Grihnirman Sahakari Sanstha (Niyojit), SRA and the members/slumdweller in the special general body meeting of the Shiv Darshan Grihnirman Sanstha (Niyojit) ,SRA respectively at the said property , resolved to grant development rights in respect of the said property to the Developer.

- e. The three joint composite Consent Affidavit/s each dated 30<sup>th</sup> November,2019 executed and got notarized respectively by the members/slumdweller of the Kundan Nagar Grihnirman Sahakari Sanstha (Niyojit),SRA, by the members/ slumdweller of the Krishna Nagar Grihnirman Sahakari Sanstha (Niyojit),SRA and by the members/slumdweller of the Shiv Darshan Grihnirman Sanstha (Niyojit),SRA respectively, giving and recording their respective irrevocable consent to the Developer for being appointed for developing and undertaking development work of the said property.
- f. By Development Agreement dated 08<sup>th</sup> January,2019 executed between the KundanNagar Grihnirman Sanstha (Nijojit), SRA, (Slum Society no.1,SRA) represented by its office bearers and members on one hand and the Developer on the other hand the Slum Society no.1,SRA granted development rights in respect of the said property to the Developer for consideration and on the terms and conditions as set out therein. By Development Agreement dated 08<sup>th</sup> January,2019 executed between the Krishna Nagar Grihnirman Sanstha (Nijojit), SRA, (Slum Society no.2,SRA) represented by its office bearers and members on one hand and the Developer on the other hand the Slum Society no.2,SRA granted development rights in respect of the said property to the Developer for consideration and on the terms and conditions as set out therein. By Development Agreement dated 08<sup>th</sup> January,2019 executed between the Shiv Darshan Grihnirman Sanstha (Nijojit),SRA, (Slum Society no.3,SRA) represented by its office bearers and members on one hand and the Developer on the other hand the Slum Society no.3,SRA granted

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development rights in respect of the said property to the Developer for consideration and on the terms and conditions as set out therein.

- g. By an executed and notarized Irrevocable Power of Attorney dated 08<sup>th</sup> Janaury,2019 the Slum Society no.1,SRA represented by their office bearers and the members granted diverse powers and authorities to the Developer's named authorized Partner therein ,similarly by an executed and notarized Irrevocable Power of Attorney dated 08<sup>th</sup> January,2019 the Slum society no.2,SRA represented by their office bearers and members granted diverse powers and authorities to the Developer's named authorized Partner and likewise by an executed and notarized Irrevocable Power of Attorney dated 08<sup>th</sup> January,2019 the Slum Society no.3,SRA represented by their office bearers and members granted diverse powers and authorities to the Developer's named authorized Partner inter alia to commence, implement ,undertake and complete the development work under the SRA sanctioned S.R. Scheme at the said property in all respect as more particularly provided and enumerated therein respectively.
- h. The Annexure II issued by the Competent Authority, SRA, on 10<sup>th</sup> February,2022 deciding and declaring the eligible slum tenements and remaining slum tenements' eligibility yet to be decided and Annexure II may be revised from time to time accordingly on decision of eligibility as and when taken up.
- i. The Executive Engineer of SRA on 18<sup>th</sup> October,2023 issued Letter of Intent ("LOI") bearing no. P-S/MHADA/0028/20210728/LOI on terms set out therein.
- j. In pursuance to the SRA sanctioned S.R. Scheme layout plan a Rehabilitation composite building and Sale building to be constructed at the subdivided Rehab plot area and the Sale plot area and R.G. plot area to be handover to MCGM/BMC and the road set back area too be handed over to the MCGM/BMC.
- k. The Land Premium /transfer fee paid in provided installment under receipt/s issued as acknowledgement by SRA and to be further paid to the SRA/other Competent Authority/ies etc. including for Scrutiny fees, development charges, infrastructure charges & labour welfare etc. for the development of the said Property being MHADA Land under the SRA



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sanctioned S.R. Scheme proposal P-S/MHADA/0028/20210728/ AP/C and as per the applicable rules and norms of the SRA, MHADA and the State Government.

- l. The Intimation of Approval (IOA) dated 03<sup>rd</sup> November,2023 bearing no. P-S/MHADA/0028/2021728/AP/C from the SRA is respect of Rehabilitation building to be constructed at the said property and Intimation of Approval (IOA) dated 07<sup>th</sup> November,2023 bearing no. P-s/MHADA/0028/2021728/AP/C from SRA in respect of the Sale building to be constructed at the said property has been obtained by the Developer.
- m. Agreement/s with members/slumdwellers of the three Slum Society no.1 to 3,SRA, and the Developer has been executed and upon dislocation rent paid to them the slum tenements have vacated and handed over the slum tenements and the said property to the Developer for the development purpose.
- n. Commencement Certificate ("C.C") dated 011<sup>th</sup> January,2024 bearing P-S- MHADA/0028/20210728/AP/C for construction of Rehabilitation composite building at the said property has been issued to the Developer.
- o. Commencement Certificate ("C.C.") dated 07<sup>th</sup> February,2024 bearing no. P-S/MHADA//0028/20210728/AP/S for construction of the Sale building at the said property and the Developer have commenced excavation work at the said property.
- p. The Developer have obtained NOC dated 17<sup>th</sup> April,2023 for height clearance of the proposed new building/s to be constructed at the said property.
- q. CTS plan showing the boundary of the said property and the Development Plan remarks dated 08<sup>th</sup> December,2023 showing R.G. reservation and road set back area affecting the said property.

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3) Property Register Cards issued by the concerned City Survey Office mentions the name of the Maharashtra Housing Development Mandal (MHADA) as the owner/holder of the said property.

4) Search Report dated 14<sup>th</sup> March, 2024 for a period of 40 years from 1985 up to 2024 issued by search clerk Purushottam Agari in respect of the said property for the search taken at the Office of Sub Registrar of Assurances at Mumbai, Bandra and Borivali no.1 to 11. On perusal of the aforementioned documents, papers in accompaniment with other relevant writings and papers etc. relating to the title of the said property (interim), I am of the opinion that the title of the Maharashtra Housing Development Mandal (MHADA) functioning under the State Government of Maharashtra as the Owner /Holder of the said Property and the title of my clients M/s. A & A Developers as the Developer of the said property with exclusive right to allot, sell and transfer Developer's Sale areas premises i.e. flats/shop/s/ unit/s /parking space/s in the Sale building at the said property and to receive sale price and appropriate the same unto themselves is clear, marketable and free from all encumbrances and without any reasonable doubts and any encumbrance/s subject to information/s/disclosure/s mentioned hereinabove.

**5) Owner/s of the said Property**

Maharashtra Housing Development Mandal (MHADA) were and are the Owner of the said Plot of land comprised in the said property i.e. all that piece and parcel of Plot of Slum land of (Maharashtra Grihnirman Mandal/MHADA) admeasuring 6700 (Six Hundred and Seven Hundred) square meters and thereabouts or more ((less 2155.30 square meters area therefrom being R.G. reservation and further less 542.80 square meters area therefrom being the road set back area for handover to MCGM/BMC) bearing C.T.S.No.50A (Part), C.T.S.NO.55 (Part), 55/1 TO 10 AND C.T.S.NO.55/17 TO 22 of Village: Pahadi Goregaon (West), Taluka: Borivali, lying, being and situate at Unnat Nagar, Goregaon (West), Mumbai-400 104; within the Registration District of Mumbai and Mumbai Suburban-District together with various residential, commercial and religious Slum structures/tenements standing on the said Plot of land (prior to its demolition for development and construction work of Project "Sheetal Kiara") in all 423



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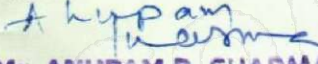
(Four hundred and twenty three) Slum tenements situate at Unnat Nagar, Goregaon (West), Mumbai-400 104.

- 6) The Report reflecting the Flow of Title of the Maharashtra Housing Development Mandal (MHADA) as the Owner/Holder of the said property and entrusting of the development rights to the Developer by the Slum Society no.1 to 3, SRA, under the SRA sanctioned Slum Rehabilitation Scheme under Regulation 33 (10) of the DCPR, 2034 in the manner stated hereinabove is enclosed herewith as the 'Annexure'

Encl: Property Register Card/s  
Search Report dated 14-03-2024.

✓ Signed and verified on 14<sup>th</sup> day of March, 2024.

Yours Truly,

  
**Mr. ANUPAM R. SHARMA**  
ADVOCATE HIGH COURT, MUMBAI  
Flat No. 11, Bldg. No. 6, 2nd Floor  
The Malad CHS. Ltd.,  
Poddar Park, Poddar Road,  
Malad (East), Mumbai-400 097

Mr. Anupam R. Sharma  
[Advocate, High Court, Mumbai]

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**FLOW OF THE TITLE OF THE SAID PROPERTY (ANNEXURE)**

1. Property Register Card/s reflecting Maharashtra Housing Development Mandal (MHADA) as the Owner/Holder of the said Property.
2. Search Report dated 14-03-2024 of the Search clerk Mr.Purushottam Agari for 40 years i.e. from 1985 upto 2024 taken from the Sub-Registrar Office at Mumbai, Bandra and Borivali no.1 to 11.
3. The Maharashtra government published gazettee notification no. SAA - Malad-10 dated 30<sup>th</sup> September,1977 interalia for the said Property's declaration as the Slum Areas under the provisions of the Maharashtra Slum Areas (I.C & R.)Act,1971.
4. The No Objection Certificate dated 01<sup>st</sup> January,2024 of the Brihanmumbai Mahanagarpalika certifying that the said Property as Slum Areas is not assessed to municipal taxes and hence there is no dues to be recovered against property tax bills in respect of the said property.
5. The three Resolution/s each dated 29<sup>th</sup> November,2015 passed by the members/slumdweller in the special general body meeting of the Kundan Nagar Grihnirman Sahakari Sanstha (Niyojit) SRA , by the members/slumdweller in the special general body meeting of the Krishna Nagar Grihnirman Sahakari Sanstha (Niyojit) SRA and the members/slumdweller in the special general body meeting of the Shiv Darshan Grihnirman Sanstha (Niyojit) SRA respectively at the said property , resolved to grant development rights in respect of the said property to the Developer.

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6. The three joint composite Consent Affidavit/s each dated 30<sup>th</sup> November, 2019 executed and got notarized respectively by the members/slumdwellers of the Kundan Nagar Grihnirman Sahakari Sanstha (Niyojit) SRA, by the members/slumdwellers of the Krishna Nagar Grihnirman Sahakari Sanstha (Niyojit) SRA and by the members/slumdwellers of the Shiv Darshan Grihnirman Sanstha (Niyojit) SRA respectively, giving and recording their respective irrevocable consent to the Developer for being appointed for developing and undertaking development work of the said property
7. By Development Agreement dated 08<sup>th</sup> January, 2019 executed between the Kundan Nagar Grihnirman Sanstha (Niyojit), SRA, (Slum Society no.1, SRA) represented by its office bearers and members on one hand and the Developer on the other hand the Slum Society no.1, SRA granted development rights in respect of the said property to the Developer for consideration and on the terms and conditions as set out therein. By Development Agreement dated 08<sup>th</sup> January, 2019 executed between the Krishna Nagar Grihnirman Sanstha (Niyojit), SRA, (Slum Society no.2, SRA) represented by its office bearers and members on one hand and the Developer on the other hand the Slum Society no.2, SRA granted development rights in respect of the said property to the Developer for consideration and on the terms and conditions as set out therein. By Development Agreement dated 08<sup>th</sup> January, 2019 executed between the Shiv Darshan Grihnirman Sanstha (Niyojit), SRA, (Slum Society no.3, SRA) represented by its office bearers and members on one hand and the Developer on the other hand the Slum Society no.3, SRA granted development rights in respect of the said property to the Developer for consideration and on the terms and conditions as set out therein.
8. By an executed and notarized Irrevocable Power of Attorney dated 08<sup>th</sup> January, 2019 the Slum Society no.1, SRA represented by their office bearers and the members granted diverse powers and authorities to the Developer's named authorized Director therein, similarly by an executed and notarized Irrevocable Power of Attorney dated 08<sup>th</sup> January, 2019 the Slum society no.2, SRA represented by their office bearers and members granted diverse powers and authorities to the Developer's named authorized Director and likewise by an executed and notarized Irrevocable Power of Attorney dated 08<sup>th</sup> January, 2019 the Slum Society no.3, SRA represented by their office



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bearers and members granted diverse powers and authorities to the Developer's named authorized Director inter alia to commence ,implement ,undertake and complete the development work under the SRA sanctioned S.R. Scheme at the said property in all respect as more particularly provided and enumerated therein respectively.

9. The Annexure II issued by the Competent Authority,SRA, on 10<sup>th</sup> February,2022 deciding and declaring the eligible slum tenements and remaining slum tenements' eligibility yet to be decided and Annexure II may be revised from time to time accordingly on decision of eligibility as and when taken up.
10. The Executive Engineer of SRA on 18<sup>th</sup> October,2023 issued Letter of Intent ("LOI") bearing no.P-S/MHADA/0028/20210728/LOI on terms set out therein.
11. In pursuance to the SRA sanctioned S.R. Scheme layout plan a Rehabilitation composite building and Sale building to be constructed at the subdivided Rehab plot area and the Sale plot area and R.G. plot area to be handover to MCGM/BMC and the road set back area too be handed over to the MCGM/BMC.
12. The Land Premium /transfer fee paid in provided installment under receipt/s issued as acknowledgement by SRA and to be further paid to the SRA/other Competent Authority/ies etc. including for Scrutiny fees, development charges, infrastructure charges & labour welfare etc. for the development of the said Property being MHADA Land under the SRA sanctioned S.R. Scheme proposal P-S/MHADA/0028/20210728/AP/C and as per the applicable rules and norms of the SRA, Mhada and the State Government.
13. The Intimation of Approval (IOA) dated 03<sup>rd</sup> November,2023 bearing no. P-S/MHADA/0028/2021728/AP/C from the SRA is respect of Rehabilitation building to be constructed at the said property and Intimation of Approval (IOA) dated 07<sup>th</sup> November,2023 bearing no. P-S/MHADA/0028/ 2021728/AP/C from SRA in respect of the Sale building to be constructed at the said property has been obtained by the Developer.

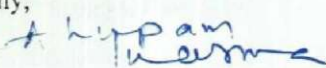
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14. Agreement/s with members/slumdweller/s of the three Slum Society no.1 to 3, SRA, and the Developer has been executed and upon dislocation rent paid to them the slum tenements have vacated and handed the slum tenements and the said property over to the Developer for the development purpose.
15. Commencement Certificate ("C.C.") dated 01<sup>st</sup> January, 2024 bearing P-S-MHADA/0028/20210728/AP/C for construction of Rehabilitation composite building at the said property has been issued to the Developer.
16. Commencement Certificate ("C.C.") dated 07<sup>th</sup> February, 2024 bearing no. P-S/MHADA/0028/20210728/AP/S for construction of the Sale building at the said property and the Developer have commenced excavation work at the said property.
17. The Developer have obtained NOC dated 17<sup>th</sup> April, 2023 for height clearance of the proposed new building/s to be constructed at the said property.
18. CTS plan showing the boundary of the said property and the Development Plan remarks dated 08<sup>th</sup> December, 2023 showing R.G. reservation and road set back area affecting the said property.

Yours Truly,

  
**Mr. ANUPAM R. SHARMA**  
ADVOCATE HIGH COURT, MUMBAI  
Flat No. 11, Bldg. No. 6, 2nd Floor  
The Malad CHS. Ltd.  
Poddar Park, Poddar Road,  
Malad (East), Mumbai-400 097

Mr. Anupam R. Sharma

[Advocate, High Court, Mumbai]

dated 14-03-2024.