

FORMAT-A
(Circular no.28/2021)

Date:14th November,2024.

To,
Maharashtra Real Estate Regulatory Authority
Housing Bhavan, Plot no.C-21
E-Block, Bandra Kurla Complex,
Bandra (East),Mumbai-400 051

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to - All that piece or parcel of land being sub-divided Plot no. B-III having C.T.S.no.320A 321A and 351 C/1/A at Village: Borivali, Taluka and District: Borivali, Mumbai Suburban District with the Shashanka building (constructed vide BMC sanctioned building plan under Ref. no. CE/4091/BS/11/A/R dated 27-10-1980) of Shashanka Cooperative Housing Society Limited ("said Society") comprising of 04 (four) Wing/s A.B .C and D consisting of 55 (fifty five) residential flats situate at Behind Vijay Nagar Society .Borivali (West),Mumbai-400 091

I]I have investigated the title of the said Property at/on the request of M/s. DGS Land Developers Private Limited (Developer) represented by its Director, Mr. Rohan Brahmdev Shukla and the following documents i.e.

A)Description of the Property:

a) All that piece or parcel of land being sub-divided Plot no. B-III admeasuring : 2377.56 square meters having C.T.S.no.320A 321A and 351 C/1/A at Village: Borivali, Taluka and District: Borivali, Mumbai Suburban District with the Shashanka building (constructed vide BMC sanctioned building plan under Ref. no. CE/4091/BS/11/A/R dated 27-10-1980) of Shashanka Cooperative Housing Society Limited ("said Society") comprising of 04 (four) Wing/s A.B .C and D consisting of 55 (fifty five) residential flats situate at Behind Vijay Nagar Society .Borivali (West),Mumbai-400 091

B)The Documents of Ownership of said Lands/ said property:

(i) The Indenture of Conveyance dated 13th May,1983 registered under serial no.AM-1481-1983 at the Office of Sub-District Registrar, Class-II B.S.D. executed between 1) Shri Ratilal Gokuldas Shroff Alias Thakkar & 3 Others as the Vendors therein Sahayog Development Corporation

the Purchasers of the Second Part therein and Mr. Pavan Jatin babu Seth ,proprietor of Pavan Seth & Associates ,the PMC as the party of the Third Part therein the Party of the First Part as Vendor therein sold, conveyed ,transferred and conveyed the said land described comprised in the said Property more particularly described in/at c) hereinabove in favour of the Shashanka C.H.S. Ltd. as the Purchaser for the consideration paid and on the terms and conditions contained therein and the Society became the vested Owner in respect (hereinafter referred to as " **the said Conveyance Deed**").

vi) The Copies of Index II's of registered said Indenture of Conveyance dated 13-05-1983, said Conveyance Deed dated 30-10-2022 ,said Conveyance Deed dated 19-05-2023 and said Deed of Conveyance dated 19-05-2023,in respect of the said lands described at a) ,b) and c) hercinabove.

vii) The BMC sanctioned layout and subdivision plan bearing no. CE/483/LOR dated 29-08-1980.

viii) The Development Agreement dated 07th March,2024 executed and registered [under regn. serial no.BRL-9-3069-2024 dated 07-03-2024 in/at the office of Joint Sub-Registrar, Borivali-9,M.S.D.] by and between Shashanka Cooperative Housing Society Limited as the Society therein as the Party First Part the 55 (Fifty Five) Members of the Society therein as the Parties of the Second Part therein and M/s. Pavan Sheth and Associates ,sole proprietary concern of Mr. Pavan Jatinbabu Sheth as PMC as the Confirming Party of the Fourth Part therein and D.G.S. Land Developers (India) Private Limited as the Developer therein as the Party of the Fourth Part therein whereby the Society and its Members with the confirmation given/granted by the Confirming Party therein granted the redevelopment rights of the said property to my clients as the Developer on terms and conditions therein contained by implementing SRA sanctioned S.R. Scheme under the provisions of the Regulation 33 (11) of the DCPR,2034.

ix)The Power of Attorney dated 07th March,2024 executed and registered [under registration serial no.BRL-9-3152-2024 dated 11-03-2023 at the office of Joint Sub-Registrar, Borivali-1, M.S.D.] by Shashanka Cooperative Housing Society Limited to the Developer, M/s. D.G.S. Land Developers (India) Private Limited's Director, Mr. Rohan Brahmdev Shukla granting various powers and authorities as contained therein to carry on, undertake and complete the redevelopment of the said property.

(x) The Supplemental Agreement dated 19th September,2024, made in respect of said Development Agreement dated 07-03-2024 registered under serial no.BRL-7-18995-2024 dated 19-09-2024 executed between the Shashanka Cooperative Housing Society Ltd. on One Part and DGS Land Developers (India) Private Limited on the Other Part whereby the supplemental terms and conditions for redevelopment of the Society's said property came to supplemented as more particularly contained therein.

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xi) The IOA bearing no.R-C/PVT/0068/20240802/AP SALE BUILDING comprised of Wing-A, Wing-B and Wing-C .sanctioned by S.E. (SRA) R/C (Ward), Brihanmumbai and A.E. (SRA) 33 (11) of Brihanmumbai for construction of new building/s at the said property has been obtained by the Developer in their name.

xii)The Commencement Certificate bearing no. R-C/PVT/0068/20240802/ AP/ SALE issued by Executive Engineer (SRA) on 05-11-2024 to the Developer.

C) 7/12 extract or property card

The name of the said Society as the Owner is in process of being mutated in the village 7/12 Extract and consequently as also in the relevant Property Register Cards pertaining to the said lands.

D) Search report for 43 years

Search Report dated 11th March,2023 for the searches of the records of the concerned Office/s of Sub-Registrar of Assurances of Mumbai, Bandra and Borivaali-1 to 11 and in the Office of Talathi of Village, Borivali ,Mumbai Suburban District.

2)On the perusal of the abovementioned document/s and all other relevant document/s relating to the title of the said Property I am of the opinion that :

Owner of the said Property:

i)The Society i.e. Shashanka Cooperative Housing Society Limited is the Owner of the said property bearing C.T.S. no.320A 321A and 351 C/1/A of Village: Borivali ,Taluka: Borivali, Mumbai Suburban District, situated at behind Vijay Nagar Society Borivali (East) Road, Mumbai-400 091.

ii)The Developer is contractually entitled to redevelop the said Property i.e. the said Lands with existing building Shashanka standing thereon (now stood demolished) for the consideration and in terms and conditions contained in said Development Agreement and accordingly the title of the Society as the Owner of the said property subject to mutation of Society's name in the Village 7/12

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extract and the Property Register Card. the Developer's title to redevelop the said property respectively, is clear, marketable and without any encumbrances.

Litigation - Nil

Yours Truly,

Anupam Sharma

Mr. ANUPAM R. SHARMA
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(Advocate)

(Sign and Stamp)

The Report reflecting the flow of the title in respect of the said Society as the Owner and the Developer as the Developer respectively of the said Property is enclosed herewith as Annexure.

The Index-II of Indenture of Conveyance dated 13-05-1983, Index-II of Conveyance Deed dated 30-10-2022, Index-II of Conveyance Deed dated 19-05-2023, Index-II of Conveyance Deed dated 19-05-2023, Copy of the layout and subdivision plan bearing no. CE/483/Lor dated 29-08-1980, 7/12 extract, Property Register Card, Index-II of Development Agreement dated 07-03-2024, Index-II of Supplemental Agreement to the said Development Agreement dated 19-09-2024, IOA and C.C., reflecting the flow of the title of the said Society as the Owner and to the Developer as the Developer as aforesaid, in respect of the said Property are too enclosed herewith as Annexure/s.

Encl: Format-A Flow of the title of the said Land

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FLOW OF THE TITLE OF THE SAID LANDS

1)The Indenture of Conveyance dated 13th May,1983 registered under serial no.AM-1481-1983 at the Office of Sub-District Registrar, Class-II B.S.D. executed between 1) Shri Ratilal Gokuldas Shroff Alias Thakkar & 3 Others as the Vendors therein Sahayog Development Corporation partnership firm represented by their partner Mr. Ramchandra Malharrao Kshirsagar as the First Confirming Party therein 1) Mr. S.M. Madan and 2) Mr. S.N. Patil the Promoters as the Second Confirming Party therein and Shashanka Cooperative Housing Society Limited as the Purchaser therein the Vendors on the confirmation granted by the named First Confirming Party and the Second Confirming Party sold, conveyed ,transferred and assigned the said Land comprised in the said Property more particularly described at a) herein above with all the rights, benefits ,privileges easements etc. and subject to the terms, conditions, provisions and obligations contained in the BMC sanctioned layout and subdivision plan bearing no. CE/483 LOR dated 29-08-1980 to and in favour of the Society for the consideration paid and on the terms and conditions contained therein and accordingly the Society became vested Owner in respect thereof (hereafter referred to as "**the said Indenture of Conveyance**").

2) By Conveyance Deed dated 30-10-2022 registered under serial no.BRL-5-18766-2022 at the Office of Sub-Registrar, Borivali-5,MSD executed between 1)Mr. Ashvin Ratilal Thakkar & 6B Others as the Owners/Vendors of the First Part therein and the Shashanka Cooperative Housing Society Limited as the Society Purchaser of the Second Part therein and Mr. Pavan Jatin babu Seth ,proprietor of Pavan Seth & Associates ,the PMC as the party of the Third Part therein the Party of the First Part therein sold, conveyed ,transferred and conveyed the said land comprised in the said Property more particularly described in/at b) hereinabove in favour of the Shashanka C.H.S. Ltd. as the Society Purchaser for the consideration paid and on the terms and conditions contained therein and the Society became the vested Owner in respect (hereinafter referred to as "**the said Conveyance Deed**").

3) By Deed of Conveyance dated 19-05-2023 registered under serial no.BRL-5-8526-2023 at the Office of Sub Registrar ,Borivali-5,MSD executed between 1)Mr. Jash Nimesh Thakkar minor represented by his natural guardian Mrs. Alka Nimesh Thakker as the Owner/Vendor of the First Part therein and Shashanka C.H.S. Ltd. as the Society Purchaser of the Second Part therein and Mr. Pavan Jatin babu Seth ,proprietor of Pavan Seth & ✓

Associates ,the PMC as the party of the Third Part therein the Party of the First Part therein sold, conveyed .transferred and conveyed the part of the said land comprised in the said Property more particularly described in/at b) hereinabove in favour of the Shashanka C.H.S. Ltd. as the Society Purchaser for the consideration paid and on the terms and conditions contained therein and the Society became the vested Owner in respect (hereinafter referred to as " **the said Conveyance Deed**").

4)By virtue of the said registered Conveyance Deed dated 30-10-2022 and registered Deed of Conveyance deed dated 19-05-2023 as mentioned in paragraphs 2 and 3 hereinabove, the Society became the owner of said land comprised in the said property described in/at b) herein above.

5)By Deed of Conveyance dated 19-05-2023 executed between Mr. Chintaman Shivram Patil as the Vendor of the First Part therein and the Shashanka Cooperative Housing Society Limited as the Purchasers of the Second Part therein and Mr. Pavan Jatin babu Seth ,proprietor of Pavan Seth & Associates .the PMC as the party of the Third Part therein the Party of the First Part as Vendor therein sold, conveyed .transferred and conveyed the said land described comprised in the said Property more particularly described in/at c) hereinabove in favour of the Shashanka C.H.S. Ltd. as the Purchaser for the consideration paid and on the terms and conditions contained therein and the Society became the vested Owner in respect (hereinafter referred to as " **the said Conveyance Deed**").

6) Sahyog Development Corporation as the Purchasers respectively in and under 03 (three) Agreement for Sale i.e. Agreement for Sale dated 03-12-1978,Agreement for Sale dated 08-08-1978 and separate Agreement/s dated 17-01-1979 agreed to purchase the said land/s as more particularly described respectively thereunder from the respective Vendor/s thereto at and for the consideration and on terms and conditions contained therein respectively and accordingly on obtaining possession with a view to develop as Promoter, the said land/s comprised therein on their application the Executive Engineer Bldg. Proposals (WS) (P&R)MCGM, Greater Mumbai by letter dated CE/483/LOR dated 29/8/1980 sanctioned the layout and subdivision of said land/s on terms and conditions mentioned therein into Plot A .Plot-B-I,Plot-B-II and Plot-B-III to facilitate the development of interalia of subdivided Plot No.III. By and under Agreement for Sale dated 28-03-1979 made between Sahyog Development Corporation and 1)S.M.Madan ,2)S.N.Patil and 3)M.M.Gore agreed to purchase Plot no.B-III inter alia with building proposed to be constructed thereon by Shayog Development Corporation for consideration of payment of Rs.90/- sq.ft. (which later stood revised) built up area of the proposed building and on terms and conditions therein contained.

7)Sahyog Development Corporation as the Promoter started construction of the building and named it as "Shashanka" consisting of four Wings namely A-Wing, B Wing ,C-wing and D- Wing having in total 55 (fifty five) residential flats and on the said lands as per the

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plans and specifications approved by the M.C.G.M. and IOD obtained in this behalf and having received the full consideration amount as agreed from the said Purchasers under said Agreement dated 28-03-1979 than delivered to them possession of all the Flat/s on completion of the construction of the said building in accordance with the plan/s sanctioned by M.C.G.M. in this behalf.

8) In the manner aforesaid the said Firm namely i.e. Sahyog Development Corporation as Vendor thus having received full sale price/consideration amount from the Purchasers in terms of said Agreement for Sale dated 28-03-1979 .delivered the said 55 (fifty five) flat/s on ownership basis as contemplated under the provisions of the MOFA and further the said Firm had covenanted and was contractually obliged to convey the title of subdivided Plot no. B-III (being said land described above at a) and constructed Shashanka building thereon unto and to Cooperative Housing Society as may be formed and registered under the provisions of the M.C.S.Act.1960 and Rules framed thereunder by the said Firm as Vendor and/or by the Flats Purchasers.

9) The 55 (fifty five) Flat Purchasers than joined to form and register a Co-operative Housing Society in the name of Shashanka Co-operative Housing Society Limited (the Society) duly registered under No. BOM/HSG/TC/5896 dated 19-07-1979 under the provisions of the Maharashtra Co-operative Societies Act.1960 and the Rules framed thereunder.

10) By Indenture of Conveyance dated 13th May, 1983 registered under serial no. AM-1481-1983 at the Office of Sub-District Registrar, Class-II B.S.D. executed between 1) Shri Ratilal Gokuldas Shroff Alias Thakkar & 3 Others as the Vendors therein Sahayog Development Corporation partnership firm represented by their partner Mr. Ramchandra Malharrao Kshirsagar as the First Confirming Party therein 1) Mr. S.M. Madan and 2) Mr. S.N. Patil the Promoters as the Second Confirming Party therein and Shashanka Cooperative Housing Society Limited as the Purchaser therein the Vendors on the confirmation granted by the named First Confirming Party and the Second Confirming Party sold, conveyed, transferred and assigned the said Land comprised in the said Property more particularly described above at a) herein above with all the rights, benefits, privileges easements etc. and subject to the terms, conditions, provisions and obligations contained in the BMC sanctioned layout and subdivision plan bearing no. CE/483 LOR dated 29-08-1980 to and in favour of the Society for the consideration paid and on the terms and conditions contained therein and accordingly the Society became vested Owner in respect thereof and continues to be so.

11) The process for insertion of the name of the said Society is undergoing and the said Society's name is on the verge of being mutated as the Owner in the Village 7/12 extract. ~

and than in the Property Register Card extract pertaining to the said land described above at a) i.e. subdivided Plot no.B-111.

12)By registered Conveyance Deed dated 30-10-2022 and registered Deed of Conveyance Deed dated 19-05-2023 the said Society became the vested Owner of the said land described above at b).

13)By registered Conveyance Deed dated 19-05-2023 the said Society became vested Owner of the said land described above at c).

14)The said Society than invited proposals from prospective Developer/s and after due deliberations, persuasions and negotiations the Society on following and adhering to due process of law observing Section 79(A) in its Special General Body Meeting selected M/s. D.G.S. Developers (India) Private Limited having its administrative office at DGS House, 1st Floor, Sheetal Krupa Building, Aarey road, Goregaon (East) ,Mumbai-400 063 as the Developer of said property. The Assistant Registrar of Cooperatives Societies, R-C Ward confirmed and gave its noc for appointing the Developer as the Developer to undertake and implement the redevelopment project at the said property and thus the said Society has after following due process prescribed under M.C.S.Act.1960 as amended in 2009 and subsequently amended in 2019 in this behalf governing the redevelopment undertaken by Society/ies appointed the Developer for the purpose of redevelopment of the said property.

15)By registered Development Agreement dated 07-03-2024 the said Society and its members with the confirmation give by the Confirming Party therein granted redevelopment rights in respect of the said property to the Developer on the terms and conditions therein contained wherein the Developer interalia undertook obligation to pay the monetary consideration and consideration in kind to the Confirming Party therein.

16)By registered Power of Attorney dated 07-03-2024 the said Society granted diverse powers and authorities to undertake and complete the redevelopment project at the said property to the Developer's nominated Director Mr. Rohan Brahmdev Shukla.

17)By registered Supplemental Agreement dated 19-09-2024 made in respect of the said registered Development Agreement dated 07- 03-2024 the terms and conditions for redevelopment stood supplemented to the extent mentioned therein.

18)In the search report I have not found any adverse entry in the available Index Register of the Sub-Registrar's office/s relating to said Lands comprised in the said property as revealed from the search report. ~

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In the manner aforesaid the Developer has been appointed to redevelop the said property (comprised of said Lands inclusive of existing building i.e. "Shashanka" (now demolished) standing said land described above at a).at Village: and Taluka: Borivali ,MSD, situate at behind Vijay Nagar Society, Borivali (East), Mumbai-400 091, assessed by B.M.C in pursuance to the terms of said Development Agreement dated 07-03-2024.

Date: 14th November, 2024.

Your Truly,

Anupam Sharma

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