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

To
MahaRERA
BKC, E-Block, 7th Floor,
Housefin Bhavan, near RBI,
Bandra Kurla Complex,
Bandra East, Mumbai 400051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect the Property (as defined hereinbelow)

- I. We have investigated the title with respect to the development rights to the Property (as defined hereinbelow) on the request of **SWAROOP CONSTRUCTIONS PRIVATE LIMITED (CIN: U45201MH2004PTC144243)**, a private limited company duly registered under the provisions of Companies Act, 1956, having PAN No. AAICS5270P, having their office at 7/A, Raj Niketan Building, Ground Floor, Opposite Patkar College, S.V. Road, Goregaon (West), Mumbai - 400 062 represented through its directors (i) Vishal Roshanlal Agarwal and (ii) Roshanlal Chhabildas Agarwal ("Promoter") and following documents i.e.: -

1) Description of the Property

ALL THAT pieces or parcels of land bearing Plot No. 143/3/B, CTS No. 831/3, Survey No. 143 admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters equivalent to 3434 (Three Thousand Four Hundred and Thirty Four) square yards or thereabouts, lying and being at Village Ambivali, Taluka Andheri, Mumbai Suburban District situated at Ratan Nagar, Four Bungalows, Andheri (West), Mumbai- 400053 and within the registration District and Sub-District of Mumbai Suburban (hereinafter referred to as the "Land") along with the building then standing thereon known as "Building No. 8 Baba Co-operative Housing Society Ltd" (now demolished), then consisting of 5 (Five) Wings i.e. A, B, C, D, and E and then comprising of 71 (Seventy-One) residential flats (hereinafter referred to as the "Building"). The Land along with the



Building shall hereinafter be collectively referred to as the "Property".

2) The documents of title of the Property:

- a. A copy of the Property Register Card of the Land.
- b. A copy of the Agreement of Sale dated March 20, 1978.
- c. A copy of the Society Registration Certificate bearing registration No. BOM/HSG/5599 of 1978 dated September 20, 1978 of the Baba Cooperative Housing Society Limited ("Society").
- d. A copy of the Occupation Certificate bearing No. CE/5121/BSII/AK dated September 18, 1979 with respect to the Building.
- e. A copy of the Indenture dated October 18, 1979 duly registered with the Sub-Registrar of Assurances at Bombay under serial No. AM/2485/1979.
- f. A copy of the Indenture dated September 5, 1980 duly registered with the Joint District Registrar Class-II Mumbai under serial no. S-2028/1980.
- g. A copy of the resolution passed by the Society in the Special General Body Meeting of the Society held on November 17, 2019.
- h. A copy of the offer letter dated October 01, 2022 issued by the Promoter.
- i. A copy of the revised offer letter dated February 03, 2023 issued by the Promoter.
- j. A copy of the minutes of the Special General Body Meeting of the Society held on April 09, 2023.
- k. A copy of the letter dated April 18, 2024 bearing no. Mumbai/Dy. Registrar/K- West/Baba Hsg./1088/2023 issued by the Deputy Registrar of Co-operative Housing Society.
- l. A copy of the Letter of Intent dated April 24, 2023 issued by the Society to the Promoter.
- m. A copy of the Development Agreement dated November 21, 2023, duly registered with the Joint Sub-registrar at Andheri No. 6, under serial no. BDR-17/17144/2023.
- n. A copy of the Deed of Confirmation dated December 26, 2023 duly registered with the Joint Sub-registrar of Assurances at Andheri no. 6 under serial no. BDR-17/17738/2023.
- o. A copy of the Second Deed of Confirmation dated January 29, 2024 duly registered with the Joint Sub-registrar of Assurances at Andheri no. 6 under serial no. BDR-17/1324/2024
- p. A copy of the Irrevocable Specific Power of Attorney dated March 11, 2024, duly registered with the Joint Sub-registrar of Assurances at Andheri No. 6 under serial no. BDR-17/4283/2024.
- q. Search Reports dated September 11, 2023 and April 16, 2024 issued by title investigator Ganesh Gawde.
- r. Duly notarised Declaration dated June 20, 2024 executed by the



Promoter.

- s. Duly notarised Declaration dated June 21, 2024 executed by the Society.
 - t. Duly notarised Response to the Requisitions dated June 20, 2024, executed by the Promoter.
 - u. Duly notarised Response to the Requisitions dated June 21, 2024 executed by the Society.
- 3) We have published notices in 2 (two) newspapers in the locality, one in English newspaper called "Business Standard" and one in the Marathi newspaper called "Pratahkal", both published on April 11, 2024, inviting claims of any party or person to the Property ("Public Notices"). We did not receive any claim in response to the Public Notices.
 - 4) We have perused the Search Report dated September 11, 2023 issued by title investigator Ganesh Gawde, reporting the outcome of the search taken in the offices of Sub-Registrar of Assurances at Mumbai, Bandra and Andheri-1 to Ansheri-8 for a of 45 (Forty Five) years from 1979 to 2023 and Search Report dated April 16, 2024 issued by title investigator Ganesh Gawde, reporting the outcome of the search taken in the offices of Sub-Registrar of Assurances at Andheri-1 to Andheri-8 for a period of 2 (Two) years from 2023 to 2024 in respect of the Property ("Search Report"). The Search Report did not reveal any adverse entry/transfer with respect to the Property.
 - 5) We have obtained a duly notarised declaration dated June 20, 2024 from the Promoter, regarding its right, title and interest to develop the Property ("Promoter's Declaration").
 - 6) We have obtained a duly notarised declaration dated June 21, 2024 from the Society, regarding its right, title and interest in the Property ("Society's Declaration")
 - 7) We have also raised requisition on title of the Promoter to develop the Property, which were duly answered by the Promoter on June 20, 2024 ("Promoter's Response to Requisition").
 - 8) We have also raised requisition on title of the Society with respect to the Property, which were duly answered by the Society on June 21, 2024 ("Society's Response to Requisition").
- II. On perusal of the above-mentioned documents and all other relevant documents relating to title of the Property, we are of the opinion that subject to the qualifications herein, the Promoter's title to develop the Property is free, clear, marketable and free from encumbrances and the development rights



granted in favour of the Promoter with respect to the Property are valid and subsisting.

III. Further, there are no litigations with respect to Property as on date.

Owner of the Property

(1) Baba Cooperative Housing Society Limited.

(2) Qualifying comments/remarks: (i) Rights of the Members on the Property, (ii) Due compliance with the terms and conditions of the Development Plan Remarks, 2034; (iii) Compliance with the terms and conditions of the approvals/permissions issued by the concerned authorities including but not limited to the IOD as defined hereunder in the flow of the title annexed herewith.

IV. The report reflecting the flow of the title of the Promoter to the Property is enclosed herewith as annexure.

Encl: Annexure.

Date: March 21, 2025



ADV. JAINA SHAH
Founder,
JS Law Associates



FLOW OF THE TITLE OF THE PROPERTY

On perusal of the documents and title deeds with respect to Property and as provided to us and as per the Promoter's Declaration and Society's Declaration, our observations are as under:

1. Prior to 1978, one Indo Saigon Agency ("Indo Saigon"), having its registered address at Flat No. ½, 9th Floor, B Block, Sky Scraper, Bhulabhai Desai Road, Mumbai - 400026 was the owner of Plot No. 143/3/B, bearing CTS No. 831/3, bearing Survey No. 143 admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters equivalent to 3434 (Three Thousand Four Hundred and Thirty Four) square yards or thereabouts;
2. Indo Saigon submitted its plans for construction of buildings to Municipal Corporation of Greater Mumbai ("MCGM"). In accordance with the plans sanctioned by the MCGM, bearing Serial No. CE/5121/BS/II/AK dated June 03, 1976, Indo Saigon started construction of Building No. 8 known as "Baba Sadan" consisting of 5 wings i.e. A, B, C, D and E on the Project Land;
3. Vide an Agreement of Sale dated March 20, 1978 and duly registered with the Sub- Registrar of Assurances at Bombay, Indo Saigon agreed to sell the Property to one Mr. Manohar Shantaram Bhangle being the Chief Promoter of the Society (then proposed to be formed), as the purchaser, for a consideration and on the terms and conditions as set out therein;
4. Subsequently, various flat purchasers of the Building, which was under construction then formed a society known as Baba Cooperative Housing Society Limited and registered under Maharashtra Cooperative Society's Act 1960 vide the Society Registration Certificate bearing Registration No. BOM/HSG/5599 of 1978 dated September 20, 1978;
5. The construction of the Building was completed by Indo Saigon in the year 1979. Accordingly, the MCGM issued an Occupation Certificate bearing No. CE/5121/BSII/AK dated September 18, 1979 with respect to the Building;
6. In exercise of powers vested under Section 27 (3) of the Urban Land (Ceiling & Regulation) Act, 1976, the Deputy Collector and Competent Authority (U. L. C.) Greater Bombay vide order bearing No. C/UCL/SR-27/A-9883 dated August 18, 1979 granted permission to Indo Saigon to transfer only an area admeasuring 1963.08 (One Thousand Nine Hundred and Sixty Three Point Zero Eight) square meters out of the total area of the Project Land being 2871 (Two Thousand Eight Hundred and Seventy One) square meters and which



was agreed by Indo Saigon to be sold to the Society vide Agreement of Sale dated March 20, 1978;

7. Pursuant to the aforementioned order bearing No. C/UCL/SR-27/A-9883 dated August 18, 1979, vide an Indenture bearing Serial No. AM/2485/1979 dated October 18, 1979 and duly registered with the Sub- Registrar of Bombay, Indo Saigon granted, sold, conveyed and assured area admeasuring 1963.08 (One Thousand Nine Hundred and Sixty Three Point Zero Eight) square meters out of the total area of the Land admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters together with the Building thereon ("Conveyance I"). The Conveyance further sets out that Indo Saigon had agreed to convey the remaining area admeasuring 907.92 (Nine Hundred and Seven Point Nine Two) square meters of the Land subject to the receipt of a no-objection from the concerned authority;
8. Subsequently, in exercise of powers vested under Section 20 (1) of the ULC Act, the Under Secretary to the Government of Maharashtra, vide an order bearing No. I.D.V./1079/956/XXXV/V dated January 24, 1980 granted permission to Indo Saigon to transfer the remaining area admeasuring 907.92 (Nine Hundred and Seven Point Nine Two) square meters forming the part of the Land admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters agreed to be sold by Indo Saigon to the Society vide Agreement of Sale dated March 20, 1978;
9. Pursuant to the aforementioned order bearing No. I.D.V./1079/956/XXXV/V dated January 24, 1980, vide an Indenture dated September 5, 1980 duly registered with the Jt. District Registrar Class II Mumbai under serial No. S-2028/1980 Indo Saigon granted, sold, conveyed and assured area admeasuring 907.92 (Nine Hundred and Seven Point Nine Two) square meters out of the total area of the Land admeasuring 2871 (Two Thousand Eight Hundred and Seventy One) square meters together with the Building thereon in favour of the Society ("Conveyance-II");
10. Consequently, in terms of Conveyance I and Conveyance II, the Society became the owner of and/or solely and absolutely entitled to the Property.
11. Subsequently, in its special general body meeting held on November 17, 2019, the Society had decided to go for redevelopment of the Property.
12. Accordingly, the Society vide its Special General Body Meeting on April 09, 2023 appointed the Promoter as the developer, for carrying out the redevelopment of the Property as per the provisions of Section 79A of the Maharashtra Co-operative Societies Act, 1960.

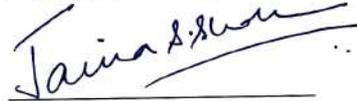


13. Consequently, vide a Development Agreement dated November 21, 2023, duly registered with the Joint Sub-registrar at Andheri No. 6, under serial no. BDR-17/17144/2023 (hereinafter referred to as the "Development Agreement"), the Society, along with the members mentioned therein, granted and confirmed unto the Promoter, the sole and exclusive redevelopment rights to redevelop the Property, by demolishing the Building and construct new building/s thereon, for such consideration and benefits and on the terms and conditions as mentioned therein.
14. Subsequently, vide (i) Deed of Confirmation dated December 26, 2023 duly registered with the Joint Sub-registrar of Assurances at Andheri no. 6 under serial no. BDR-17/17738/2023 executed by and between the Promoter, the Society and certain members of the Society (hereinafter referred to as the "Deed of Confirmation 1"), and (ii) Second Deed of Confirmation dated January 29, 2024 duly registered with the Joint Sub-registrar of Assurances at Andheri no. 6 under serial no. BDR-17/1324/2024 executed by and between the Promoter, the Society and certain members of the Society (hereinafter referred to as the "Deed of Confirmation 2"), certain other members of the Society therein confirmed the contents of the Development Agreement and further, confirmed and agreed that they are bound by the terms and conditions of the Development Agreement.
15. Pursuant to the Development Agreement, the Society also executed an Irrevocable Specific Power of Attorney dated March 11, 2024, duly registered with the Joint Sub-registrar of Assurances at Andheri No. 6 under serial no. BDR-17/4283/2024 in favour of the Promoter (hereinafter referred to as the "Power of Attorney"), whereby the Society appointed the Promoter acting through its directors, as their true and lawful attorney to act, whether jointly or severally and to execute and perform such acts, deeds, matters and things for the redevelopment of the Property, as more particularly set out therein.
16. In lieu of the above, the Promoter is well and sufficiently entitled to the development rights in the Property.
17. We have been represented and informed by the Society in the Society's Declaration that the title of the Society with respect to the Property is free from encumbrances of any nature whatsoever and that there are no outstanding estate or effects by way of lease, lien, charge, inheritance, mortgage or otherwise outstanding in respect of the Property.
18. We have been represented and informed by the Society in the Society's Declaration, that no other developer/builder has been appointed in respect of redevelopment of the Property, save and except the Promoter herein.



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19. We have been represented and informed by the Promoter in the Promoter's Declaration that, the Promoter has not executed any other documents, deed, agreement or memorandum of understanding with any party or person regarding joint redevelopment of the Property or consumption of the FSI or TDR or any other benefits arising from the Property to any third party or person.
20. We have been represented and informed by the Promoter that, the Land comprising of the Property, falls within the Coastal Regulatory Zone Category II.
21. The Promoter has procured the following approvals of the development of the Property:
- a. Intimation of Disapproval ("IOD") dated December 19, 2024 bearing ref. no. P-21397/2024/(831/3)/K/W Ward/AMBIVALI/IOD/1/New.

Date: March 21, 2025



ADV. JAINA SHAH
Founder,
JS Law Associates

