



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

To
MahaRERA
BKC, E-Block, 7th Floor,
Housefin Bhavan, near RBI,
Bandra Kurla Complex,
Bandra East, Mumbai - 400 051

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to development rights in (i) land bearing CTS No. 635 (Part), CS No. 341 (Part), admeasuring 872.58 (Eight Hundred and Seventy-Two point Five Eight) square meters or thereabouts i.e., Property 65 (as defined hereinbelow); (ii) land bearing CTS No. 635 (part), CS No. 341 (Part), admeasuring 861.85 (Eight Hundred and Sixty-One point Eight Five) square meters or thereabouts i.e., Property 66 (as defined hereinbelow); and (iii) Pathway Area (as defined hereinbelow).

- I. We have investigated the title with respect to the development rights in the Properties and Pathway Area (as defined hereinbelow) on the request of **AGAMI SPACES PRIVATE LIMITED**, (CIN: U45309MH2019PTC321362), a private limited company duly registered under the provisions of Companies Act, 1956, having PAN No. AARCA9460A, having their office at 38/1997, Vakratunda CHS Ltd. Gandhi Nagar, Bandra (East), Mumbai 400 051, represented through its directors (i) Janardan Shantaram Sankhe and (ii) Rahul Janardan Sankhe ("Developer") and following documents i.e.: -

1) Description of the Land

- (a) **ALL THAT** piece and parcel of leasehold plot of land bearing CTS Nos. 635 (part), CS No. 341 (Part) admeasuring 872.58 (Eight Hundred and Seventy Two point Five Eight) square meters or thereabouts lying and being situated at Gandhi Nagar of Village Bandra East, Taluka Bandra, District Mumbai Suburban, within the Registration District and Sub District of Mumbai City and Mumbai Suburban (hereinafter referred to as the "Land 65") along with the ownership rights in the building then standing thereon and now demolished, which was then known as "Building 65 Gandhinagar" then consisting of ground plus 2 (Two) upper floors, in aggregate then comprising of 36 (Thirty-Six) residential flats (hereinafter referred to as the "Building 65") which was then occupied by the members of the Gandhinagar Ashadeep Co-operative Housing Society Limited ("Gandhinagar Society"). The

Land 65 along with the Building 65 shall hereinafter be collectively referred to as the "Property 65" and the Property 65 is more particularly described in the First Schedule hereunder;

- (b) **ALL THAT** piece and parcel of leasehold plot of land bearing CTS No. 635 (part), CS No. 341 (Part), admeasuring 861.85 (Eight Hundred and Sixty One point Eight Five) square meters or thereabouts lying and being situated at Gandhi Nagar of Village Bandra (East), Taluka Bandra, District Mumbai Suburban, within the Registration District and Sub District of Mumbai City and Mumbai Suburban (hereinafter referred to as the "Land 66") along with ownership rights in the building then standing thereon and now demolished, which was then known as "Building 66 Bandra (East) Mangal" then consisting of ground plus 2 (Two) upper floors, in aggregate then comprising of 36 (Thirty-Six) residential flats (hereinafter referred to as the "Building 66") then occupied by the members of the Gandhinagar Society [previously being the members of Bandra East Mangal Co-operative Housing Society Limited ("Bandra East Society") now dissolved and amalgamated with the Gandhinagar Society]. The Land 66 along with the Building 66 shall hereinafter be collectively referred to as the "Property 66" and the Property 66 is more particularly described in the Second Schedule hereunder; and
- (c) pathway area admeasuring 292.59 (Two Hundred and Ninety-Two point Five Nine) square meters, without FSI ("Pathway Area") and the Pathway Area is more particularly described in the Third Schedule hereunder.

The Land 65 and the Land 66 shall hereinafter be collectively referred to as "Lands". The Building 65 and the Building 66 shall hereinafter be collectively referred to as "Buildings". The Property 65 and the Property 66 shall hereinafter be collectively referred to as "Properties". The Gandhinagar Society and the Bandra East Society shall hereinafter be collectively referred to as the "Societies".

2) The documents of title of the Lands:

Land 65

- a. Copy of the Society Registration Certificate bearing registration No. BOM/HSG/7667 dated July 30, 1981.
- b. Copy of Indenture of Lease dated March 26, 1998 registered with the Sub-Registrar of Assurances at Andheri, bearing serial no. BDR-

9/324/98.

- c. Copy of the Deed of Sale dated March 26, 1998 registered with the Sub-Registrar of Assurances at Andheri, bearing serial no. BDR-1/326/98.
- d. Copy of the resolution passed by the Gandhinagar Society in the Special General Body Meeting of the Gandhinagar Society held on August 21, 2022.
- e. Copy of the letter dated August 23, 2022 bearing No. B-1/3835/2022, Mumbai/Dy. Registrar of Societies, MHADA.
- f. Copy of the Irrevocable Power of Attorney dated July 02, 2023, duly registered with the Joint Sub-registrar of Assurances at Andheri No. 4 under serial no. BDR-15/11129/2023.

Land 66

- g. Copy of the Society Registration Certificate bearing registration No. BOM/HSG/7793 dated February 04, 1982.
- h. Copy of Indenture of Lease dated September 30, 2000 duly registered with the Sub-Registrar of Assurances at Andheri, bearing serial no. PBDR-1/1671/2000.
- i. Copy of the Deed of Sale dated September 30, 2000 duly registered with the Sub-Registrar of Assurances at Andheri No. 1, bearing serial no. PBDR-1/1673/2000.
- j. Copy of the resolution passed by the Bandra East Society in the Special General Body Meeting of the Bandra East Society held on August 21, 2022.
- k. Copy of the letter dated August 23, 2022 bearing No. B-1/3835/2022, Mumbai/Dy. Registrar of Societies, MHADA.
- l. Copy of the Irrevocable Power of Attorney dated July 02, 2023, duly registered with the Joint Sub-registrar of Assurances at Andheri No. 4 under serial no. BDR-15/11129/2023.

3) Copy of the Property Register Cards of the Lands.

4) separate Search Report both dated June 18, 2025, issued by title investigator Manoj N. Satam, reporting the outcome of the search taken in the offices of

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Sub-Registrar of Assurances at Mumbai and Bandra for a period of 30 (thirty) years from 1996 to 2025 in respect of the Property 65 and Property 66 each.

- 5) Public Notices in English newspaper called "Business Standard" and one in the Marathi newspaper called "Pratahakal", both published on June 10, 2025. We did not receive any claim in response to the Public Notices.
 - 6) We have obtained a duly notarised declaration dated July 31, 2025 from the Developer regarding their right, title and interest to develop the Properties and the Pathway Area.
 - 7) We have also raised requisition on title of the Developer to develop the Properties and the Pathway Area, which were duly answered by the Developer on July 31, 2025.
- II. On perusal of the documents and title deeds with respect to the Properties and the Pathway Area along with the declarations and representations given by the Developer with respect to its development rights in the Properties and the Pathway Area to us, we are of the opinion that Agami Spaces Private Limited has development rights as the Developer of the Properties and the Pathway Area, aggregating to an area admeasuring 2027.02 (Two Thousand and Twenty-Seven point Zero Two) square meters.
- III. Further, there are no on-going litigations with respect to Land as on date.

Owner of the Properties and the Pathway Area

- (1) MHADA

Lessee of the Properties and the Pathway Area

- (2) Gandhinagar Ashadeep Co-operative Housing Society Limited
- (3) Qualifying comments/remarks: (i) Rights of the members of the Gandhinagar Society on the Properties; (ii) Execution and registration of a fresh indenture of lease by MHADA in favour of the Gandhinagar Society with respect to the Land 66 along with the Pathway Area; (iii) Due updation of the name of Gandhinagar Society on the Property Register Cards of CTS No. 635 (part) with respect to each of the Land 65 and Land 66; (iv) Due compliance with the terms and conditions of the Development Plan Remarks, 2034 dated May 04, 2023; (v) Compliance with the terms and conditions of the approvals/permissions as aforementioned.

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IV. The report reflecting the flow of the title of the Developer with respect to the development rights to the Properties and Pathway Area is enclosed herewith as annexure.

Encl: Annexure.

Date: July 31, 2025

Jaina S. Shah

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FLOW OF THE TITLE OF THE LAND

On perusal of the documents and title deeds with respect to the Properties and the Pathway Ara along with the declarations and representations given by the Developer with respect to its development rights in the Properties and the Pathway Area to us, our observations are as under:

- (a) Originally, the Maharashtra Housing Board ("Board"), a corporation, established under the Bombay Housing Board Act, 1948 was possessed of or otherwise well and sufficiently entitled to various tracts of land, including the aforesaid Lands in Bandra (East), on which they implemented scheme of construction, allotment and sale of tenements, generally known as the Middle-Income Group Housing Scheme in and around 1958 to 1962 on Land 65. Further, the Board implemented scheme of construction and allotment of tenements, generally known as the Subsidized Industrial Housing Scheme on Land 66.
- (b) The Board accordingly constructed the Buildings on the Lands. However, no Occupation Certificate was issued with respect to the Buildings.
- (c) The 36 (Thirty-Six) tenements in each Building 65 and Building 66, i.e., 72 (Seventy-Two) tenements in aggregate with respect to the Buildings had been allotted by Board to individual allottees for residential purpose.
- (d) In the year 1977, the Maharashtra Housing and Development Authority ("MHADA"), was duly constituted with effect from December 05, 1977 following which the Board stood dissolved. Accordingly, all property(ies), rights, liabilities and obligations of the dissolved Board including those arising out of any agreement or contract became property, rights and obligations of MHADA.

With respect to the Gandhinagar Society:

- (i) On July 30, 1981, the allottees and the flat purchasers of the Building 65 formed and constituted themselves into 'Gandhinagar Ashadeep Co-operative Housing Society Limited', a co-operative Housing Society, registered under the Maharashtra Co-operative Societies Act, 1960 bearing registration no. BOM/HSG/7667 dated July 30, 1981 having PAN No. AAAAG3412F and having its registered office at Building No. 65, Gandhi Nagar, Bandra (East), Mumbai - 400 051 i.e., the Gandhinagar Society;
- (ii) The Developer has informed us that by virtue of an Indenture of Lease dated March 26, 1998, registered with the Sub-Registrar of Assurances at Andheri, bearing serial no. BDR-9/324/98, executed between MHADA and the Gandhinagar Society, MHADA demised unto the Gandhinagar

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Society, the Land 65, at or for a period of Ninety-Nine years, with effect from April 01, 1980, at or for the premium specified therein (which has been fully paid by the Gandhinagar Society to MHADA, as acknowledged by MHADA), and at or for the lease rent (without any deductions) to be paid in advance every year, and upon the other covenants and conditions, therein recorded and contained ("Lease Deed Gandhinagar 65");

- (iii) Simultaneously, by virtue of a Deed of Sale dated March 26, 1998 registered with the Sub-Registrar of Assurances at Andheri, bearing serial no. BDR-1/326/98 executed between MHADA as 'Vendor' and the Gandhinagar Society as 'Purchaser', MHADA sold, transferred, conveyed and assured unto the Gandhinagar Society, the Building 65 for the consideration and on the terms and conditions more particularly mentioned therein ("Sale Deed Gandhinagar 65");
- (iv) Accordingly, the Gandhinagar Society became the lessee of the Land 65 under the Lease Deed Gandhinagar 65 and the owner of the Building 65 under the Sale Deed Gandhinagar 65 and seized and possessed of or otherwise well and sufficiently entitled to the Property 65. However, the name of the Gandhinagar Society has not been updated in the Property Register Card of the Land 65, as the lessee of the Land;
- (v) We have been represented by the Developer that the Lease Deed Gandhinagar 65 and the Sale Deed Gandhinagar 65 are valid and subsisting and have not been terminated, cancelled, forfeited or modified and the Gandhinagar Society is not in breach or default of any of the terms, conditions and covenants thereof;
- (vi) We have been represented by the Developer that in view of the dilapidated condition of the Building 65, the Gandhinagar Society informed its members to invite offers from various prospective developers to carry out its redevelopment and accordingly the Developer gave them an offer;
- (vii) We have been further informed by the Developer that in compliance with the Circulars dated January 03, 2009 and July 04, 2019 issued by Government of Maharashtra under section 79A of Maharashtra Co-operative Societies Act, 1960, the Gandhinagar Society conducted a Special General Body Meeting on August 21, 2022 in the presence of Smt. Vaishali Pathare, whereat all the members of the Gandhinagar Society attended the said meeting and unanimously selected and appointed the Developer, for carrying out the redevelopment of the Property 65; and
- (viii) Consequently, vide a letter dated August 23, 2022 bearing No. B-1/3835/2022, Mumbai/Dy. Registrar of Societies, MHADA issued by the

Registrar to the Gandhinagar Society, the Registrar gave its no objection for redevelopment of the Property 65 through the Developer.

With respect to the Bandra East Society:

- (i) On February 04, 1982, the allottees and the flat purchasers of the Building 66 formed and constituted themselves into 'Bandra East Mangal Co-operative Housing Society Limited', a co-operative housing society registered under the Maharashtra Co-operative Societies Act, 1960 bearing no. BOM/HSG/7793 dated February 04, 1982, having PAN No. AAKAB3938M and having its registered office at Building No. 66, 8th Road, Gandhi Nagar, Bandra (East), Mumbai - 400 051 i.e., the erstwhile Bandra East Society;
- (ii) The Developer has informed us that by virtue of an Indenture of Lease dated September 30, 2000, registered with the Sub-Registrar of Assurances at Andheri No. 1, bearing serial number PBDR-1/1671/2000, executed between MHADA and the Bandra East Society, MHADA demised unto the Bandra East Society, the Land 66, at or for a period of Ninety-Nine years, with effect from April 01, 1980, at or for the premium specified therein (which has been fully paid by the Bandra East Society to MHADA, as acknowledged by MHADA), and at or for the lease rent (without any deductions) to be paid in advance every year, and upon the other covenants and conditions, therein recorded and contained ("**Lease Deed Bandra East 66**");
- (iii) Simultaneously, by virtue of a Deed of Sale dated September 30, 2000 registered with the Sub-Registrar of Assurances at Andheri No. 1, bearing serial number PBDR-1/1673/2000, executed between MHADA as 'Vendor' and the Bandra East Society as 'Purchaser', MHADA sold, transferred, conveyed and assured unto the Bandra East Society, the Building 66 for the consideration and on the terms and conditions more particularly mentioned therein ("**Sale Deed Bandra East 66**");
- (iv) Accordingly, the Bandra East Society then became the lessee of the Land 66 under the Lease Deed Bandra East 66 and the owner of the Building 66 under the Sale Deed Bandra East 66 and was seized and possessed of or otherwise well and sufficiently entitled to the Property 66. However, the name of the Bandra East Society was not updated in the Property Register Card of the Land 66, as the lessee;
- (v) We have been represented by the Developer that in view of the dilapidated condition of the Building 66, the Bandra East Society informed its members to invite offers from various prospective developers to carry out its

redevelopment and accordingly the Developer gave them an offer;

- (vi) We have been further informed by the Developer that in compliance with the Circulars dated January 03, 2009 and July 04, 2019 issued by Government of Maharashtra under section 79A of Maharashtra Co-operative Societies Act, 1960, the Bandra East Society conducted a Special General Body Meeting on August 21, 2022 in the presence of Smt. Vaishali Pathare whereat all the members of Bandra East Society attended the said meeting and unanimously selected and appointed the Developer, for carrying out the redevelopment of the Property 66; and
- (vii) Vide a letter dated August 23, 2022 bearing No. B-1/3835/2022, Mumbai/Dy. Registrar of Societies, MHADA issued by the Registrar to the Bandra East Society, the Registrar gave its no objection for redevelopment of the building on the Property 66 through the Developer.

With respect to the Societies:

- (i) By Special General Body Meetings held on November 13, 2022 for Societies, the proposal of amalgamation of the Properties of the Societies as one composite development by the Developer herein by amalgamation was confirmed by the members of the Societies present at each meeting of the Societies and the members gave their express and irrevocable consent to the Developer to undertake composite development through amalgamation.
- (ii) Vide a draft order dated December 28, 2022, issued by the Deputy Registrar, Co-operative Societies, MHADA ("Draft Order"), the Registrar granted permission to the Societies for convening a special general body meeting to make the decision for amalgamation of the Gandhinagar Society and Bandra East Society and further, as the Lands are owned by MHADA, further appropriate action was to be taken as per the applicable provisions after receiving the feedback and no-objection certificate from MHADA regarding the amalgamation of the Societies.
- (iii) The Developer has declared and represented to us in the Declaration that as per the Development Plan Remarks, 2034 dated May 04, 2023, CTS No. 635 is affected by proposed road of 18.3 (Eighteen point Three) meters abutting the CTS No. 635 vide Ramkrishna Paramhans Road.
- (iv) Subsequently, vide a Development Agreement dated May 18, 2023 duly registered with the Joint Sub-Registrar of Assurances at Andheri No. 4, under serial no. BDR-15/11096/2023 executed by and between the Societies, the members of the Societies and the Developer (hereinafter



referred to as the "Development Agreement"), the Societies, along with the members mentioned therein, granted and confirmed unto the Developer, the sole and exclusive redevelopment rights to redevelop the Properties, by demolishing the Buildings and construct new building/s thereon, for such consideration and benefits and on the terms and conditions as mentioned therein.

- (v) Pursuant to the Development Agreement, (i) the Gandhinagar Society also executed an Irrevocable Power of Attorney dated July 02, 2023, duly registered with the Joint Sub-Registrar of Assurances at Andheri No. 4 under serial no. BDR-15/11129/2023 (hereinafter referred to as the "POA Gandhinagar") thereby appointing the Developer as their true and lawful attorney to act and perform such acts, deeds, matters and things for redevelopment of the Property 65 as more particularly set out therein; and (ii) the Bandra East Society also executed an Irrevocable Power of Attorney dated July 02, 2023, duly registered with the Joint Sub-Registrar of Assurances at Andheri No. 4 under serial no. BDR-15/11120/2023 (hereinafter referred to as the "POA Bandra East") thereby appointing the Developer as their true and lawful attorney to act, whether jointly or severally and to act and perform such acts, deeds, matters and things for redevelopment of the Property 66 as more particularly set out therein.
- (vi) Thereafter, vide an Order dated September 06, 2023, issued by the Deputy Registrar, Co-operative Societies, MHADA, the Registrar confirmed the Draft Order granting prior permission for the amalgamation of the Bandra East Society with the Gandhinagar Society. Further, the registration of the Bandra East Society was cancelled under the provisions of the Maharashtra Co-operative Societies Act, 1960 after merger with Gandhinagar Society. Consequently, the Lease Deed Bandra East 66 stood cancelled.
- (vii) Accordingly, the Bandra East Society was dissolved and merged into the Gandhinagar Society. Consequently, all members of the Bandra East Society were inducted into and became the members of the Gandhinagar Society. The Gandhinagar Society is being maintained under registration no. BOM/HSG/7667/1981-1982.
- (e) However, we have observed that, as on date, the name of Gandhinagar Society is not updated on the property register card of Land 65 and/or Land 66.
- (f) Vide a letter dated October 12, 2023, by Mitie, designer and planners private limited ("Architect") addressed to the Residential Executive Engineer, Mumbai Board, MHADA, the said Architect, on behalf of the Societies, requested MHADA to grant additional BUA of 12,592.40 (Twelve Thousand Five Hundred and Ninety-Two point Four) square meters including pro-rata share of 121 (One

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Hundred and Twenty-One) square meters per member, for the proposed joint redevelopment of the Buildings as the layout of Gandhi Nagar, MHADA, was proposed to be amended and was under scrutiny.

- (g) Accordingly, vide an offer letter dated June 20, 2024, bearing no. CO/MB/REE/NOC/F-1514/1398/2024, issued by Resident Executive Engineer, Mumbai Board, MHADA to the secretary of the Gandhinagar Society, setting out the offer for grant of additional built-up area along with the allotment of Pathway Area on paying such premium and other charges payable to MHADA and on the terms and conditions as set out therein.
- (h) As the Developer had proposed for jointly developing the Properties, consequently, the Developer has procured Intimation of Approval dated February 12, 2025 bearing no. MH/EE/(BP)/GM/MHADA-94/1967/2025/IOA/1/New issued by MHADA ("IOA") with respect to the redevelopment of the Properties.
- (i) Vide a Deed of Confirmation dated May 05, 2025, duly registered with the Sub-registrar of Assurances at Mumbai No. 11, under serial no. MBI-11/7965/2025, executed by and between the Gandhinagar Society (*therein also referred to as Gandhinagar Society*), one Mahesh Bhatusing Bhamare ("**Mahesh**") (*therein referred to as the Confirming Member 1*), one Shrikant Sadashiv Shetty ("**Shrikant**") and one Shrikanti Sadashiv Shetty ("**Shrikanti**") (*therein collectively referred to as Confirming Member 2*) and the Developer herein (*therein also referred to as the Developer*), Mahesh, Shrikant and Shrikanti agreed and confirmed all that is stated in the Development Agreement and that each of them are bound by all the terms and conditions set out therein in its entirety and as it is.
- (j) We have been declared and represented by the Developer in the Declaration that the Gandhinagar Society is in the process of executing and registering a fresh Indenture of Lease whereby MHADA shall demise unto the Gandhinagar Society, the Lands along with the Pathway Area, at or for a period of Ninety-Nine years, with effect from April 01, 1980 on such terms and conditions as will be recorded therein.
- (k) Pursuant to Recital 9 of the Development Agreement and as declared and represented by the Developer in the Declaration that consequently, the Developer will be entitled to develop an aggregate area admeasuring 2027.02 (Two Thousand and Twenty-Seven point Zero Two) square meters i.e., the aggregate of the Property 65, Property 66 and the Pathway Area.
- (l) We have been informed by the Developer that the title of the Gandhinagar Society with respect to the Properties and the Pathway Area is free from encumbrances of any nature whatsoever and that there are no outstanding estate

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or effects by way of lease, lien, charge, inheritance, mortgage or otherwise outstanding in respect of the Properties and the Pathway Area.

- (m) We have been informed by the Developer, that no other developer/builder has been appointed in respect of redevelopment of the Properties and the Pathway Area, save and except the Developer herein.
- (n) We have been informed by the Developer that, the Developer has not executed any other documents, deed, agreement or memorandum of understanding with any party or person regarding joint redevelopment of the Properties and the Pathway Area or consumption of the FSI or TDR or any other benefits arising from the Properties and the Pathway Area to any third party or person.
- (o) We have been represented and informed by the Developer that, the Lands comprising of the Properties and the Pathway Area, does not fall within the Coastal Regulatory Zone Category.

Date: July 31, 2025

Jaina Shah

ADV. JAINA SHAH
Founder,
JS Law Associates

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