



Advocates & Legal Consultants

Adv. Devendra Singh  
LL.M.

+91 92232 81789

Ref. : SG/642

Date : 17/10/2025

Dt.17/10/2025

To,

**Maharashtra Real Estate Regulatory Authority**

**Housefin Bhavan, 6<sup>th</sup> and 7<sup>th</sup> Floor,**

**E- Block, Bandra Kurla Complex,**

**Bandra East Mumbai 400 051**

**LEGAL TITLE REPORT**

**Sub: Title Clearance Certificate with respect to the development rights of all that piece and parcel of land bearing CTS No. 832/1, corresponding to Plot No. 142/5 of Survey No 142, spanning 5310 square meters in Village Ambivali, Taluka Andheri, Mumbai Suburban owned by Balkrishna Co-operative Housing Society Limited. This ownership encompasses the entirety of the "Balkrishna" building, comprising Ground plus 3 Upper Floors and incorporating 12 wings, housing a total of 96 residential flats. Positioned at JP Road, Opposite Seven Bungalows Bus Depot, Andheri (West), Mumbai 400 053. This property stands under the exclusive ownership of Balkrishna Co-**



operative Housing Society Limited. (hereinafter referred to as the Society).

**The said Flats, said Shops and said Garages are hereinafter collectively referred to as "said Structures". The said Land and the said Structures are hereinafter collectively referred to as "said Property".**

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1. We have investigated the title of Ajmera Realty And Infra India Limited ("Ajmera Infra / the said Company ") in respect of the said Property , as more particularly described herein below.

The Company is incorporated under the Companies Act 2013 having Company Identification No. L27104MH1985PLC035659 and its registered office at Citi Mall, Second Floor, Andheri Kurla Road, Mumbai 400 053.

2. The summary of the investigation of the title undertaken by me us set out herein below:

- (i) Description of the said Property:

All that piece and parcel of land bearing CTS No. 832/1, corresponding to Plot No. 142/5 of Survey No 142, spanning 5310 square meters in Village Ambivali, Taluka Andheri, Mumbai Suburban owned by Balkrishna Co-operative Housing Society



Limited. This ownership encompasses the entirety of the "Balkrishna" building, comprising Ground plus 3 Upper Floors and incorporating 12 wings, housing a total of 96 residential flats. Positioned at JP Road, Opposite Seven Bungalows Bus Depot, Andheri (West), Mumbai 400 053, standing thereon and bounded as follows, i.e. to say:

On or towards North:	By Jay Prakash Road
On or towards South:	By Village Boundary of Versova
On or towards West:	Partly by Village Boundary or Versova and partly by Plot No 142/6.
On or towards East:	By Plot No 142/4

(ii) The documents for grant of development rights in respect of the said property in favour of the Company are as follows:

(a) Copy of Indenture Dt March 24<sup>th</sup> 1955, executed between Construction Storage and Trading Company and Jim Rusdin Pvt. Ltd.



(b) Copy of 7/12 extract of the said property showing names of Jim Rusdin Private Limited as holder of the property vide Mutation Entry No. 1352.

(c) Copy of Letter bearing No. LND/B/1123 dated September 27<sup>th</sup> 1968, issued by the Sub- Divisional Officer, Bombay Suburban District acting on behalf of Collector of Bombay.

(d) Copy of Agreement For Sale Dt August 2<sup>nd</sup>, 1972 entered into between Jim Rusdin Pvt. Ltd in capacity as Vendor and Phatandas Relumal Aswani in capacity as Partner of M/s Arpee Builders.

(e) Copy of the Package Deal Agreement Dt September 15<sup>th</sup> 1972 executed between M/s Shilpi Builders and Balkrishna Co – operative Housing Society Ltd.

(f) Registered Deed of Conveyance/Indenture dated 16th March 1973 executed between (1) Jim Rusdin Private Limited, (2) Phatandas Relumal Aswani, (3) Shilpi Builders and (4) Balkrishna Co-operative Housing Society Ltd.

(g) Copy of Society Registration Certificate bearing registration No. BOM/HSG/1052 of 1965 dated 7 October 1965.



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(h) Copy of the Order bearing Ref No ATN/NA/Ambivali/9088 Dt August 8<sup>th</sup> 1986 whereby property has been given Non – Agricultural Status.

(i) Copy of Occupation Certificate bearing No CE/4088/BSII/AK/Dt August 9<sup>th</sup> 1989 issued by MCGM in respect of Buildings No A to L.

(j) Deed of Re-conveyance dated 26th December 2006 executed between Maharashtra Cooperative Housing Finance Society Limited and Balkrishna Co-operative Housing Society Ltd.

(k) Development Agreement Dt. 10<sup>th</sup> December 2024 made between the Developer and Balkrishna Co-operative Housing Society Limited and members of Balkrishna Co-operative Housing Society registered before the Sub-Registrar of Assurances at Mumbai under Serial No. BDR9/20528 of 2024.

(l) Power of Attorney Dt. 10<sup>th</sup> December 2024 between the Developer and Balkrishna Co-operative Housing Society Limited registered before the Sub- Registrar of Assurances at Mumbai under Serial No. BDR9/20528 of 2024. .



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(m) DP Remarks in respect of the said Plot being issued by MCGM bearing no NO. Ch.E./DP34202310111489021

D.P. Rev. dt. Refer Inward Number:  
K/W/2023/111489034, Dated 03/10/2023 addressed to  
Manisha Mohite.

(n) Other documents more particularly set out in **Schedule – I** of **Annexure ‘A’** hereto.

(i) The property Register Card for the land bearing CTS No. 832/1, corresponding to Plot No. 142/5 of Survey No 142, spanning 5310 square meters in Village Ambivali, Taluka Andheri, Mumbai Suburban reflects the name of Balkrishna Co-operative Housing Society Limited as owner thereof.

(ii) Search Reports of the said Property issued are as under:

(a) Search Report February 28<sup>th</sup> February 2024 issued by Mr. Sachin Pawar in respect of the search conducted in the Office of the Sub- Registrar of Assurances at MHADA, Bandra and Old Custom House at Fort and online Index – II searched (E-search) before the office of the Sub- Registrar of Assurances



from 1<sup>st</sup> January 1964 till 28<sup>th</sup> February 2024, a copy whereof is annexed hereto and marked as **Annexure – ‘B-1’**.

(b) There is no charge over the property on Balkrishna Co-op Hsc Soc Ltd., and Cersai report is not required.

(c) There is no litigation going on with respect to the society property and hence legal audit report is not required.

3. On perusal of the above mentioned documents and all other relevant documents relating to the said property as stated herein, we are of the opinion that in view of and subject to what is stated in **Annexure – ‘A’** including the observations and qualification therein the Company is entitled to the development rights in respect of the said Property and its title thereto is clear, marketable and free from any encumbrances.

4. Balkrishna Co – operative Housing Society Limited a co-operative society registered under the provisions of Maharashtra Co -operative Societies Act , 1960 under Registration No BOM/HSG/1052 of 1965 is the ‘owner’ of the Land, i.e. bearing CTS No. 832/1, corresponding to Plot No. 142/5 of Survey No 142, spanning 5310 square meters in Village Ambivali, Taluka Andheri, Mumbai Suburban and the Developer Company, i.e. Ajmera Realty and Infra India Limited is the ‘Promoter’ in terms



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of the provisions of the Real Estate (Regulation and Development) Act 2016.

5. The report reflecting the flow of the title of the Company and their rights and entitlements in respect of the said Property is annexed hereto as **Annexure – ‘A’**. This Legal Report at all times is to be read in conjunction with what is stated in **Annexure ‘A’** in its entirety and is subject to what is stated therein including the observations and qualifications stated therein.

Dt: 17/10/2025

For Sui- Generis,

Advocates and Legal Consultants,

Notary, Govt. of India.

**DEVENDRA BHAIARAM SINGH**  
B.Com., LLM.

Advocate Bombay High Court  
NOTARY GOVT. OF INDIA  
Office No. 213, Patel Shopping Center,  
Sainath Road, Opp. Food Land Restaurant,  
Near East West Subway Malad West,  
Mumbai - 400 064.

Devendra Singh

Encl: Annexures as above



## ANNEXURE- 'A'

### SECTION – 1

#### (Flow of Title)

On perusal of the photocopy and/ or scanned copy and / or electronic copy, of the documents mentioned / set out in the Legal Title Report and Schedule I hereto , responses given by the Company to my requisitions from time to time , the Declaration given by the Director of Company, on behalf the Company furnished to me by the Company, (herein referred to as the "Declaration", we observe as follows:

(a) Jim Rusdin Private Limited, as the owner, was seized and possessed of, and sufficiently entitled to, the immovable property comprising all that piece and parcel of land bearing admeasuring 1,37,360 sq. yards equivalent to 1,14,850 sq. meters or thereabouts bearing Survey Nos. 142 and 143 of Mauje Ambivili within the Taluka Andheri in the Registration District than Bombay and Sub- District of Bombay Suburban [hereinafter referred to as the "**LAYOUT PROPERTY**"]. The said Layout Property was purchased and acquired by Jim Rusdin Private Limited vide Indenture dated March 24, 1955,



executed between Construction Storage and Trading Company, therein referred to as the "Vendors", and Jim Rusdin Private Limited, therein referred to as the "Purchaser" for considerations and subject to the terms, conditions, and covenants as therein recorded. In terms thereof Jim Rusdin Private Limited was placed in actual, quiet, peaceful, and physical use, occupation, and possession of the said Larger Property and on the basis of the said Indenture, the name of Jim Rusdin Private Limited was updated in Records of Rights and 7/12 Extracts vide Mutation Entry No. 1352.

(b) Jim Rusdin Private Limited with the intent of selling the said Layout Property in convenient parcels for construction thereon of buildings for residential purpose and for the development of the entire estate as a residential area with permitted amenities formulated a Scheme for Development and accordingly proposed the sub-division of the entire Layout Property into 30 sub-divided plots with provision for internal roads amenities and facilities. The said proposed Layout was duly approved by the Standing Committee of the Municipal Corporation vide Resolution No. 2176 dated November



8<sup>th</sup> 1967. In compliance with the necessary procedure, the Sub-Division was approved by the Sub-Divisional Officer, Bombay Suburban District, acting on behalf of the Collector of Bombay Suburban District, as indicated in his Letter bearing No. LND/B/1123 dated September 27<sup>th</sup> 1968. Following the approved Layout, the demarcation was carried out on-site by the District Inspector of Land Records, Bombay Suburban District, subsequent to an actual survey and the preparation of final plans for the sub-divided plots and internal roads, under his Ref. No. M.R. 2692[II]. As per the mandated procedure, the sub-division was officially recorded in the offices of the Tahsildar, Bombay Suburban District, Andheri, and Talati Versova, as well as in the Records of Rights concerning the sub-divided plots of Survey No. 142 and 143 of Village Ambivli.

(c) Vide an Agreement for Sale dated August 2, 1972, entered into between Jim Rusdin Private Limited, therein referred to as the "Vendor" and Party of One Part and Mr. Phatandas Relumal Aswani, therein referred to as the "Purchaser" and Party of Second Part in his capacity as Partner of M/s. Aarpee Builders, Jim Rusdin Private



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Limited agreed to sell, transfer, and assign all their rights, title, and interest in the Sub-Divided Plot, specifically Plot No. 142/5 of Survey No. 142 admeasuring approximately 6350 sq. yards or 5310 sq. meters, free of encumbrances and with clear and marketable title, for an agreed consideration of Rs. 3,65,125/-, of which an initial amount of Rs. 36,830/- was paid by at the time of execution of the Agreement and further amount of Rs. 55,245/- paid on September 1<sup>st</sup>, 1972. Before the completion of the sale through execution of the Sale Deed/Indenture, Mr. Phatandas Relumal Aswani, as a partner of M/s. Aarpee Builders, agreed to sell and transfer the Sub-Divided Plot No. 142/5 to M/s. Shilpi Builders vide an Agreement dated August 15<sup>th</sup>, 1972, for an agreed consideration of Rs. 57.50 per sq. yard aggregating to Rs. 4,28,525/-, with terms, conditions, and covenants therein recorded. Acting on this Agreement, M/s. Shilpi Builders paid Rs. 5000/- as Earnest Money to Mr. Phatandas Relumal Aswani, Partner of M/s. Aarpee Builders. On October 16<sup>th</sup>, 1972, M/s. Shilpi Builders, following the direction of Phatandas Relumal Aswani, paid a sum of Rs. 2,73,050/- as the balance consideration



payable for Sub-Plot No. 142/5. Consequently, Jim Rusdin Private Limited, the Vendor under the Agreement for Sale dated August 2<sup>nd</sup>, 1972, in view of having received entire consideration, handed over the vacant and peaceful possession of the said Sub-divided Plot No. 142/5 to Mr. Phatandas Relumal Aswani, Partner of M/s. Aarpee Builder, on October 16<sup>th</sup>, 1972. Similarly, M/s. Shilpi Builders also paid further sum of Rs. 2,73,000/-on August 15<sup>th</sup>, 1972 and further sum of Rs. 1,50,575/-on October 19<sup>th</sup>, 1972, thus aggregate amount of Rs. 4,28,525/- being the full and final consideration payable to Mr. Phatandas Relumal Aswani, as partner of M/s. Aarpee Builders.

(d) Vide a Package Deal Agreement dated September 15<sup>th</sup>, 1972, executed between M/s. Shilpi Builders, therein referred to as the Party of the One Part and Balkrishna Co-operative Housing Society Ltd., a Co-operative Housing Society duly registered under the provisions of Section 12[1] of the Maharashtra Co-operative Societies Act, 1960 read with Rule 10[1] of the Maharashtra Co-operative Society Rules, 1961, under Registration No. BOM/HSG/1052 of 1965 dated October 7, 1965, being



the Party of the Second Part, M/s. Shilpi Builders agreed to construct a building on the said Sub-Divided Plot No. 142/5 in accordance with the plans and specifications sanctioned by the Municipal Corporation of Greater Bombay, with the understanding to eventually sell the Sub-Divided Plot to the Society for an agreed consideration of Rs. 6,50,000/-and subject to the terms and conditions therein recorded. The Society having agreed to these terms, conditions, and covenants as recorded in the Package Deal Agreement made an initial payment of Rs. 5,000/-on September 15<sup>th</sup> , 1972, and a further sum of Rs. 2,95,000/- on September 17<sup>th</sup> , 1972, to M/s. Shilpi Builders towards the construction costs and the purchase of the said Sub-Divided Plot No. 142/5.

(e) Acting in accordance with the Package Deal Agreement dated September 15<sup>th</sup> , 1972, M/s. Shilpi Builders obtained duly sanctioned building plans from the Municipal Corporation of Greater Bombay under IOD bearing Ref. No. CE/4088/BSII/A/K. Subsequently, they acquired the Commencement Certificate with the same reference number. Following the approved plans and specifications, construction activities commenced on the said Sub-



Divided Plot No. 142/5. In line with the sanctioned plan, M/s. Shilpi Builders were authorized to develop and construct a residential building comprising Ground plus Three Upper Floors with Twelve Wings, totalling 96 units/premises, each having an area of approximately 750 sq. ft. Pending the completion of development and construction on the said property, the Society paid the balance consideration of Rs. 3,50,000/- on March 16<sup>th</sup>, 1973, to M/s. Shilpi Builders, and in view thereof, M/s. Shilpi Builders in fulfilment and discharge of its obligation agreed to cause Jim Rusdin Private Limited being the Owner to convey the said property to the Society.

(f) Vide Indenture dated March 16<sup>th</sup>, 1973, executed between Jim Rusdin Private Limited, therein referred to as the "Vendors" and Party of the First Part, Mr. Phatandas Relumal Aswani, in his capacity as Partner of M/s. Aarpee Builders, therein referred to as the "First Confirming Party" and Party of the Second Part, M/s. Shilpi Builders, therein referred to as the "Second Confirming Parties" and Party of the Third Part, and Balkrishna Co-operative Housing Society Ltd., therein



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referred to as the "Purchaser" and Party of the Fourth Part, duly registered with the office of the Sub-Registrar of Assurances under Serial No. BOM-S-736 of 1973 dated May 10<sup>th</sup>, 1973, the Vendor therein, with the confirmation of the Confirming Parties therein, sold, transferred, assigned, and conveyed all rights, title, and interest with respect to the property bearing Plot No. 142/5 of Survey No. 142, now corresponding to CTS No. 832/1, admeasuring 5310 square meters or thereabouts of Village Ambivali, Taluka Andheri within the Registration District and Sub-District of Bombay Suburban now Mumbai which is more particularly described in the First Schedule thereunder written and shown delineated with a Red Colour Boundary Line on the Plan annexed thereto, subject to the terms, conditions, and covenants therein recorded coupled with the obligation on M/s. Shilpi Builders to complete the development and construction of the building in accordance with sanctioned approvals and plans under IOD bearing Ref. No. CE/4088/BSII/A/K.

(g) The offices of the Special District Inspector of Land Records conducted inspections of records and surveys of properties across the then city of Bombay, leading to the



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issuance of Property Cards assigning CTS Numbers to properties. Concerning the mentioned property, a Property Card was issued under CTS No. 832/1 with the designation 'Sheti' (Agricultural) in the year 1972. Balkrishna Co-operative Housing Society Ltd, having acquired ownership rights over the property, submitted an Application dated July 29<sup>th</sup>, 1986, to the Tahsildar, Andheri, requesting the update of 7/12 Extracts and the mutation of Balkrishna Co-operative Housing Society Ltd as Holder/Owner in Revenue Records. This Application was approved via Order bearing Ref. No. ATN/NA/Ambivali/9088 dated August 20<sup>th</sup>, 1986. Additionally, the Office of the Tehsildar, Andheri, through an Order bearing Ref. No. ATN/NA/Ambivali/9088 dated August 8<sup>th</sup>, 1986, converted the tenure of the property to Non-Agricultural status. This change was reflected in the Property Card via Entry dated August 21<sup>st</sup>, 1986. Simultaneously, name of Balkrishna Co-operative Housing Society Ltd was mutated in the Property Card, designating them as Holder of the property, with an Entry dated August 21<sup>st</sup>, 1986.



(h) Vide Indenture of Mortgage dated April 4<sup>th</sup>, 1979, executed between Balkrishna Co-operative Housing Society Ltd., therein referred to as the "Mortgagors" and Party of the First Part and Maharashtra Co-operative Housing Finance Society Limited, therein referred to as the "Mortgagees" and Party of the Other Part, duly registered with the Sub-Registrar of Assurances in Mumbai under Sr. No. PS-125 of 1979 dated April 4<sup>th</sup>, 1979, of Book I, the Mortgagor, in consideration of the amount of Rs. 3,61,000/-, with further assurances of payment of Rs. 10,50,000/- agreed to be advanced by the Mortgagee, granted and assured the said property on mortgage, subject nevertheless to the right of redemption contained therein, upon repayment of the principal amount along with accrued interest thereon, calculated at a sum of Rs. 14,11,000/-, on or before the expiry of a period of 20 years from the date of the Deed of Mortgage, subject to the terms, conditions, and covenants recorded therein.

(i) Due to M/s. Shilpi Builders' default in completing the project in accordance with the sanctioned plans, the Society utilized funds available from its members and the



Mortgagee, as mentioned above, to substantially complete the construction of Wings A, B, C, D, E, F, G, H, I, J, and K, excluding Wing L. Subsequently, the Society engaged M/s. Sagar Constructions Co., located at Manish Nagar Shopping Centre, 1st floor, J.P. Road, Andheri West, Mumbai 400 053, to complete the construction of Wing L. It was agreed that M/s. Sagar Constructions would be entitled to ownership rights of the flats constructed in Wing L and would recover the sale proceeds from the purchasers of such flats to cover its costs and expenses. Upon the completion of construction, the Mumbai Municipal Corporation granted the Occupation Certificate bearing no. CE/4088/BSII/AK dated August 9, 1989, in respect of the buildings.

(j) On account M/s. Shilpi Builders defaulted in completing the project as per sanctioned plans and consequently Society from funds available from Members and Mortgagee as mentioned above substantially completed construction of Wings A,B,C,D,E,F,G,H, I,J,K except Wing L. Thereafter, the Society through M/s. Sagar Constructions Co., having its registered office address at Manish Nagar Shopping Centre, 1 floor, J.P. Road,



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Andheri West, Mumbai 400 053 completed the construction of Wing L on understanding that M/s. Sagar Constructions will be entitled to ownership rights of the flats constructed in the Wing L and realize the sale considerations from the purchasers of such flats to recoup its costs and expenses. Upon completion of the construction Mumbai Municipal Corporation granted the Occupation Certificate bearing no. CE/4088/BSII/AK dated August 9, 1989, in respect of the buildings.

(k) In compliance with the terms of the Deed of Mortgage dated April 4<sup>th</sup>, 1979, the Mortgagor repaid the entire mortgaged debt along with accrued interest thereon, aggregating to Rs. 14,11,000/-. Consequently, the mortgage on the said property was redeemed, as evidenced by the execution of the Deed of Re-Conveyance dated December 26<sup>th</sup>, 2006, between Maharashtra Cooperative Housing Finance Society Limited, referred to as the "Mortgagees" and Party of the First Part, and Balkrishna Co-operative Housing Society Ltd., referred to as the "Mortgagors" and Party of the Other Part, duly registered with the Sub-Registrar of Assurances under Sr. No. BDR-4/9598/2006 dated



December 26<sup>th</sup>, 2006. Upon the execution and registration of the Deed of Re-conveyance, the Mortgagees granted, released, transferred, discharged, and re-conveyed all rights, title, and interest in respect of the said property in favour of the Mortgagor, and the title of Balkrishna Co-operative Housing Society Ltd. became free from all claims, demands, and liabilities of the Mortgagee as recited hereinabove.

(I) Balkrishna Co-operative Housing Society Ltd., through its members, has decided to proceed with the redevelopment of the property due to its existing condition. This decision was made through a Resolution passed at a Special General Body Meeting held on August 08th, 2021. After receiving various offers, the Society carefully evaluated them and selected Ajmera Realty and Infra India Limited as Developer for redevelopment of the property.

(m) Dy. Registrar of Co – operative societies , MHADA, Bandra ( E ) vide its letter Dt 03<sup>rd</sup> October 2023 bearing No. MUM/UPANI/K-P-VIBHAG/ PUNARVIKAS /3077/23 have confirmed the appointment of Ajmera



Realty and Infra India Limited in SGM held by the Society on Dt 27<sup>th</sup> September, 2023.

(n) As part of exhaustive due diligence process, developer took the step of publishing a Public Notice on 22<sup>nd</sup> March 2024 in two widely circulated newspapers; Business Standards in English and Navakaal in Marathi inviting objections from parties with any potential claims on the title of Balkrishna Co – operative Society Ltd. to the said property or any part thereof within 14 days. No objection was received by the Developers Advocate and vide 27<sup>th</sup> May 2024, the advocates have issued a certificate stating that they did not receive any objections.

(o) In addition to meticulously verifying the provided documents, developer through their Advocates and Search Clerk carried out comprehensive title investigation through the records of the office of the Sub-Registrar of Assurances, covering a substantial period spanning 60 years commencing from 1964 to 2024. Sachin Pawar has submitted his search report Dt 28<sup>th</sup> February 2024 according to which it has been reported that diligent efforts, a significant portion of the records



are elusive and untraceable and some of the records were damaged, torn and rendered virtually unreadable. Clerk Sachin Pawar has notified that there are no adverse entries affecting the title of Balkrishna Co – operative Society Ltd.

(p) By and under the Development Agreement dated 10<sup>th</sup> December 2024 registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. BDR-9/ 20528 (“AJMERA INFRA DA”) executed between the Society (therein referred to as the ‘the said Society’) of One Part and ‘Ajmera Realty and Infra India Limited’ (therein referred to as ‘the Developer’) of the Second Part, the said Society therein has granted the absolute and exclusive development rights with respect to the said Property unto the Developer therein, for the consideration and in the manner as more particularly described thereunder.

(q) By and under a Power of Attorney dated 10<sup>TH</sup> December 2024 registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. BDR-9/20538 (“AJMERA INFRA POA”) executed by the Society in favour of the Company, the Society appointed the Company as its ‘Constituted Attorney’ to authorise the



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Company to do undertake various acts and deeds in pursuance of the Ajmera Luxe DA, as more particularly mentioned therein.

(r) Accordingly the Company became entitled to the development rights to the said property.





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## SECTION - II

### (Revenue Records)

(a) From the Property Register Card pertaining to CTS No. 832/1, Plot No. 142/5 of Survey No. 142 admeasuring 6350 square yards equivalent to 5,310 square meters of Village Ambivali, Taluka Andheri in the Registration District and Sub-District of Mumbai Suburban, it is observed that the name of Balkrishna Co - operative Housing Society Ltd. has been recorded as the owner thereof.

(b) We, further observed that the total area of the aforesaid CTS No. 832/1, Plot No. 142/5 of Survey No. 142 is recorded as area admeasuring 6350 square yards equivalent to 5,310 square meters therein.



### SECTION III

#### (Permission and Approvals)

(a) As per DP Remarks Dt. 03<sup>rd</sup> October 2023, bearing Reference No. K/W/2023/111489034 issued by Municipal Corporation of Greater Mumbai (hereinafter referred to as MCGM) the said Land falls with the Residential Area.

(b) Letter bearing No. LND/B/1123 dated September 27<sup>th</sup> 1968, issued by the Sub- Divisional Officer, Bombay Suburban District acting on behalf of Collector of Bombay.

(c) Copy of the Order bearing Ref No ATN/NA/Ambivali/ 9088 Dt August 8<sup>th</sup> 1986 whereby property has been given Non – Agricultural Status.

(d) Copy of Occupation Certificate bearing No CE/4088/BSII/AK/Dt August 9<sup>th</sup> 1989 issued by MCGM in respect of Buildings No A to L.

(e) Copy of letter Dt. 03<sup>rd</sup> October 2023 issued by Dy. Registrar of Co – operative societies , MHADA, Bandra ( E ) bearing No. MUM/UPANI/K-P-VIBHAG/ PUNARVIKAS /3077/23 have confirmed the appointment of Ajmera Realty and Infra India Limited in SGM held by the Society on Dt 27<sup>th</sup> September, 2023.



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## SECTION IV

### (Taxes and Outgoings)

(a) Property Tax pertaining to the said Land which is to be developed by Ajmera Realty and Infra India Limited (Developer Company) have been paid by the Society prior to the handing over the possession of the Land by Society.

(b) After the date of the possession of the Property (Land) to be redeveloped by Ajmera Realty and Infra India Limited (Developer Company) further tax payments and outgoing related to the land shall be paid by Ajmera Infra .



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## SECTION V

### (Public Notice)

(a) The Developer Company had caused issuance of Public Notice Dt 22<sup>nd</sup> March 2024 through their Advocates in (i) Business Standard (English Edition) and (ii) Navakaal (Marathi Edition) inviting Objections and claims from the public at large with respect to development of the property by Ajmera Luxe.

(b) The period mentioned in the Public Notice has expired and till date , the advocate and the Developer Company and their Advocates has not received any objection / claims and accordingly No Claim Certificate has been issued on 27<sup>th</sup> May 2024.



## SECTION – VI

(Search conducted in the Office/s of Sub-Registrar of Assurances)

(a) The Developer Company Ajmera Realty and Infra India Limited has cause search to be taken in the offices of Sub-Registrar of Assurance at MHADA, Bandra and Old Custom House at Fort from year 1964 to 2024 (60 Years) and online Index-II searches (E-Search) before the Office of the Sub-Registrar of Assurances (Andheri 1 to 7) at Khar, Andheri, Jogeshwari and Bandra Kurla Complex from the year 2002 to 2025 (23 Years) with respect to the said Land. The Search Report dated 28<sup>th</sup> February 2024 issued by our search clerk i.e. Mr. Sachin Pawar is annexed hereto as Annexure – “B”.

(b) However, searches at the office of the revenue offices are subject to the availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.

## SECTION – X.

### (Encumbrances)

(a) Vide Indenture of Mortgage dated April 4, 1979, executed between Balkrishna Co-operative Housing Society Ltd., therein referred to as the "Mortgagors" and Party of the First Part and Maharashtra Co-operative Housing Finance Society Limited, therein referred to as the "Mortgagees" and Party of the Other Part, duly registered with the Sub-Registrar of Assurances in Mumbai under Sr. No. PS-125 of 1979 dated April 4, 1979, of Book I, the Mortgagor, in consideration of the amount of Rs. 3,61,000/-, with further assurances of payment of Rs. 10,50,000/- agreed to be advanced by the Mortgagee, granted and assured the said property on mortgage, subject nevertheless to the right of redemption contained therein, upon repayment of the principal amount along with accrued interest thereon, calculated at a sum of Rs. 14,11,000/-, on or before the expiry of a period of 20 years from the date of the Deed of Mortgage, subject to the terms, conditions, and covenants recorded therein.

(b) In compliance with the terms of the Deed of Mortgage dated April 4, 1979, the Mortgagor repaid the entire mortgaged debt along with accrued interest thereon, aggregating to Rs. 14,11,000/-. Consequently, the mortgage on the said property was redeemed, as evidenced by the execution of the Deed of Re-Conveyance dated December 26, 2006, between Maharashtra Cooperative Housing Finance Society Limited,



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referred to as the "Mortgagees" and Party of the First Part, and Balkrishna Co-operative Housing Society Ltd., referred to as the "Mortgagors" and Party of the Other Part, duly registered with the Sub-Registrar of Assurances under Sr. No. BDR-4/9598/2006 dated December 26, 2006. Upon the execution and registration of the Deed of Re-conveyance, the Mortgagees granted, released, transferred, discharged, and re-conveyed all rights, title, and interest in respect of the said property in favour of the Mortgagor, and the title of Balkrishna Co-operative Housing Society Ltd. became free from all claims, demands, and liabilities of the Mortgagee as recited hereinabove.



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## CONCLUSION

In the circumstances, I am of the opinion that in view of and the subject to what is mentioned hereinabove (including the observations and qualifications herein) and specifically subject to our observations under **Annexure 'A'** hereto, the Company has development rights to the said property and its title is clear, marketable and free of any encumbrances.





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## SECTION – XI

### (Qualifications)

#### A. General :

(a) This report, i.e. Annexure A read with the Legal Title Report(collectively “Report” ) merely certifies the matter expressly dealt with in the Report. The Report does not consider or certify any other questions not expressly answered therein.

(b) This Report is issued solely on the basis of the documents provided by the Company as mentioned in this Report and we have no obligation to update this Report with any information’s or replies or documents received by us beyond this date.

(c) We are not qualified to and have not independently verified the area/ boundaries of the Property. We have referred to and retained the admeasurements in hectares, acres, gunthas, square yards and square meters as we have found them in various documents.

(d) We have not perused any plans or photocopies of the plans (including as annexures to any documents ) except as specifically mentioned in this Report.

(e) For the purposes of this Report, we have assumed:

(i) All the information (included the documents) supplied to us was , when given , and remains , true, complete, accurate and not misleading.



- (ii) The legal capacity of all natural persons , genuineness of all signatures, authenticity of all the documents submitted to us certified or photocopies.
- (iii) That the persons executing the documents have the necessary authority to execute them.
- (iv) That there have been no amendments or changes to the documents examined by us.
- (v) The accuracy and completeness of all the factual statements and representations made in the documents.
- (vi) That all prior documents have been adequately stamped and duly registered.
- (vii) Any statements in the documents, authorisation or any certificates or confirmations relied upon by us for the issuance of this report is correct and otherwise genuine.
- (viii) Each document binds the parties required to be bound thereby.
- (ix) Photocopies provided to us are accurate photocopies of originals.

**(f) For the purpose of this Report, we have relied upon:**

- (i) The Declaration
- (ii) Originals and / or photocopies of documents provided to us.
- (iii) Information related to boundaries on the basis of the documents provided to us by you.



(iv) Information relating to lineage , if applicable on the basis of revenue records and information provided to us by you.

(g) For the purpose of issuing this report, we have relied on the search reports issued by Mr. Sachin Pawar

(h) Developer has conducted independent searches/ investigation in respect of the said Property at the office of the Registrar / Sub Registrar of Assurances or online search facility available with the Department of Registration and Stamps of Government of Maharashtra as the case may be in the manner stated therein. We have not carried out any independent or subsequent searches of the registers or records maintained with the offices or websites of the Registrar/ Sub – Registrar of Assurances or any other authorities.

(i) We have been informed by the search clerk that for certain years , the records maintained by the Offices of the Sub Registrar of Assurances are torn and mutilated and certain Index II record have not been maintained properly etc. We therefore disclaim any responsibility for consequences which may arise on account of such non availability of records or on account of the records being torn or mutilated or not having been maintained properly.

(j) Save and otherwise specifically stated in this Report, (i) we have not issued any Public Notice to invite claims from public at large in respect title of the Company to the said Property. (ii) we have not carried our



any searches and (iii) we have not inspected or reviewed the Original Documents in respect of the Society.

- (k) We are not certifying the boundaries of the property.
- (l) We have not visited the site on the which the property is situated. We are not qualified to express our opinion on physical identification of the said property.
- (m) We do not express our opinion on matters related to actual; physical use of the said property.
- (n) We express no view about the user / reservations/ FSI/ developability of the said Property.
- (o) We have not verified issues relating to reservation on the said Property or any portion thereof by Governmental Authorities.
- (p) We have not independently validated the taxes/cess / duties / charges payable in respect of the said Property and our comments with respect to these are based solely on the documents provided to us by the Company.
- (q) We have not verified the market value of the property involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- (r) We are not authorized or qualified to express an opinion relating to plan permissions, approvals, sanctions or development potential of the



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said Property and we are not commenting on and/or certifying the compliance thereof.

(s) A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.

(t) This Report is limited to the matters pertaining to Indian Law (as on the date of this Report) alone and we express no opinion on laws of any other jurisdiction.

(u) Even though this document is titled as 'Legal Title Report', it is in fact an opinion based on the documents we have reviewed.

B. This Report may not be disclosed, furnished, quoted or relied on by any person or entity other than the Company for any purpose without our prior written consent. It may, however, be disclosed or furnished by the Company as may be required in connection with any transaction in relation to business of the Company pertaining to the said Property or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

C. We shall not be liable to any person, association of persons whether incorporated or not, authority, to whom this Report shall be disclosed and/or furnished or who shall rely on the same, and even otherwise for any aspect relating to the services provided in connection with the preparation



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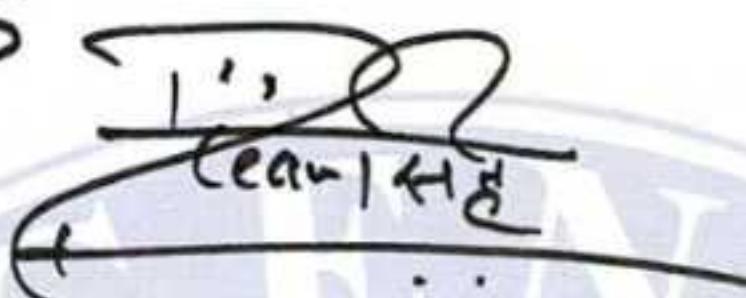
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and issuance of this Report. Further, in no event shall we also be liable for any loss, consequential, special, incidental or punitive loss, damage or expense, even if we have advised of the possibility of such loss, damage or expense.

Dt 17/10/2025

Sui- Generis

Advocates, Legal Consultant and Public NOTARY.

  
Devendra Bhaiji Singh

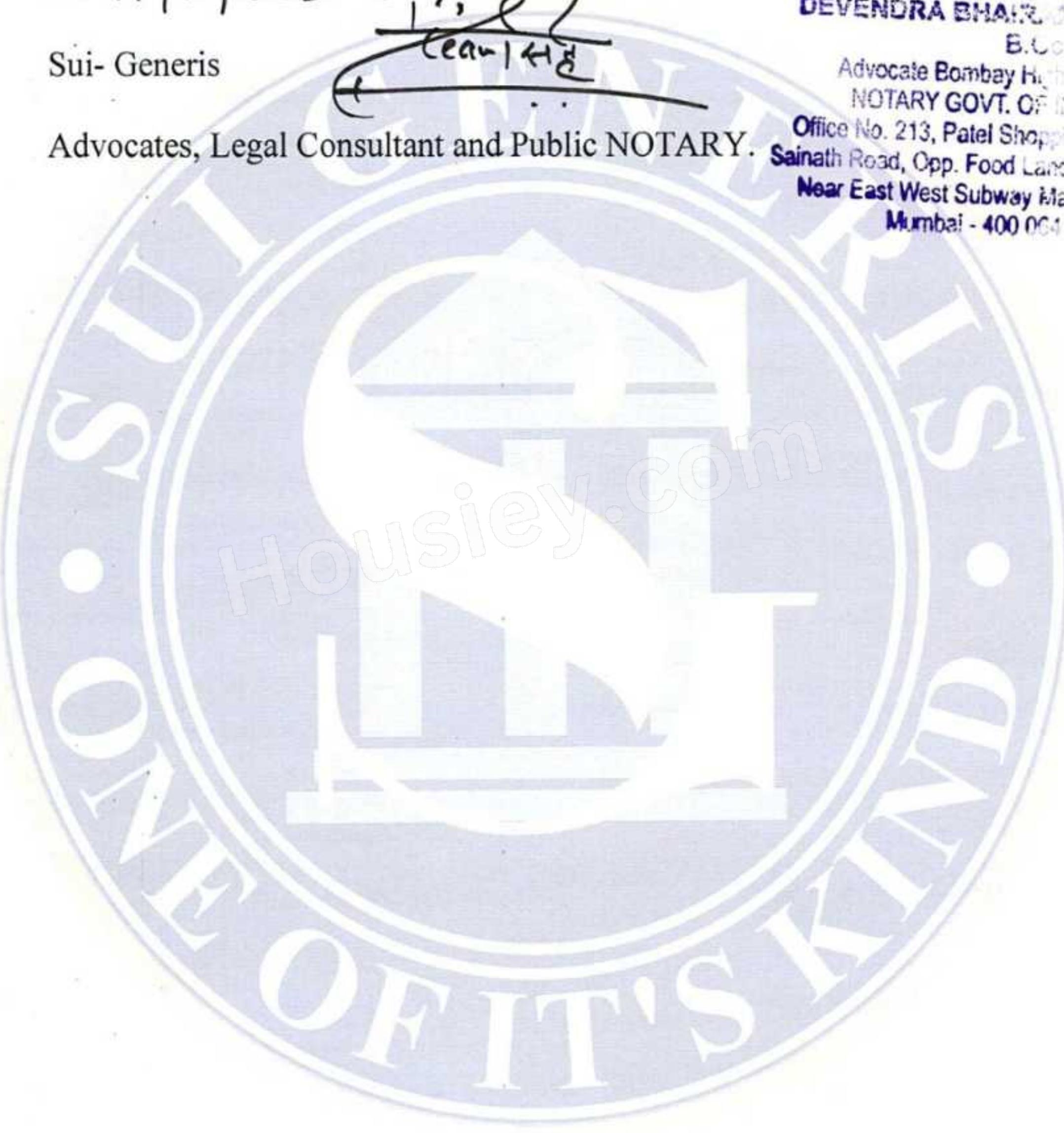
**DEVENDRA BHAIJI SINGH**

B.Com., LLM.

Advocate Bombay High Court

NOTARY GOVT. OF INDIA

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Near East West Subway Malad West,  
Mumbai - 400 064





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## SCHEDULE – I

(List of Documents )

### I. Originals

1. Development Agreement dated 10<sup>th</sup> December 2024 registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. BDR – 9/ 20528 (“**Ajmera Infra DA**”) registered with the office of the Sub-Registrar of Assurances at Bombay executed between the Society (therein referred to as the ‘the said Society’) of One Part and ‘Ajmera Realty and Infra India Limited’ (therein referred to as ‘the Developer’) of the Second Part.
2. Power of Attorney dated 10<sup>th</sup> December 2024 registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. BDR-9/ 20538 (“**Ajmera Infra POA**”) executed by the Society in favour of the Company.

### II. Photocopies / Scanned copies

1. Search Report Dt 28<sup>th</sup> February 2024 issued by Mr Sachin Pawar in respect of the search conducted in the offices of Sub – Registrars inter alia in respect of the Property for the period commencing for 61 years by way of physical search, Online search, E search.



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2. Public Notices Dt 22<sup>nd</sup> March 2024 in (i) Business Standard (English Edition) and (ii) Navakaal (Marathi Edition).
3. Copy of Indenture Dt March 24<sup>th</sup> 1955, executed between Construction Storage and Trading Company and Jim Rusdin Pvt. Ltd.
4. Copy of 7/12 extract of the said property showing names of Jim Rusdin Private Limited as holder of the property vide Mutation Entry No. 1352.
5. Copy of Letter bearing No. LND/B/1123 dated September 27<sup>th</sup> 1968, issued by the Sub- Divisional Officer, Bombay Suburban District acting on behalf of Collector of Bombay.
6. Copy of Agreement For Sale Dt August 2<sup>nd</sup>, 1972 entered into between Jim Rusdin Pvt. Ltd in capacity as Vendor and Phatandas Relumal Aswani in capacity as Partner of M/s Arpee Builders.
7. Copy of the Package Deal Agreement Dt September 15<sup>th</sup> 1972 executed between M/s Shilpi Builders and Balkrishna Co – operative Housing Society Ltd.
8. Registered Deed of Conveyance/Indenture dated 16th March 1973 executed between (1) Jim Rusdin Private Limited, (2) Phatandas Relumal Aswani, (3) Shilpi Builders and (4) Balkrishna Co-operative Housing Society Ltd.



9. Copy of Society Registration Certificate bearing registration No. BOM/HSG/1052 of 1965 dated 7 October 1965.
10. Copy of the Order bearing Ref No ATN/NA/Ambivali/ 9088 Dt August 8<sup>th</sup> 1986 whereby property has been given Non – Agricultural Status.
11. Copy of Occupation Certificate bearing No CE/4088/BSII/AK/Dt August 9<sup>th</sup> 1989 issued by MCGM in respect of Buildings No A to L.
12. Deed of Re-conveyance dated 26th December 2006 executed between Maharashtra Cooperative Housing Finance Society Limited and Balkrishna Co-operative Housing Society Ltd.
13. Copy of Order Dt. 03<sup>rd</sup> October 2023 passed by Dy Registrar of Co – operative Societies, MHADA, according consent of majority of members.
14. DP 2034 remarks Dt 03<sup>rd</sup> October 2023 bearing reference No. K/W/2023/111489034.

### **III. Litigation Documents**

There is no litigation in respect of the society property at the time of issuing this certificate.