



FORMAT- A

(Circular No.28/2021 Dated 08/03/2021)

To MahaRERA

LEGAL TITLE REPORT

Sub: ALL those pieces or parcels of land bearing CTS No. 286, Survey No. 92, Hissa No. 4 (part) admeasuring 2003 sq. yards i.e. 1674 sq. mtrs or thereabouts(as per Conveyance Deed) and 1794 sq. mts. (as per property registered card), Village Pahadi, Goregaon (East), Taluka Goregaon, in the Registration District and Sub-District of Mumbai Suburban (hereinafter referred to as **"THE SAID LAND"**) with structure standing thereon known as Shantaprabha (now demolished) situated and lying at Pahadi School Road No. 2, Aarey Road, Goregaon (East) Mumbai- 400 063 (hereinafter referred to as **"THE SAID BUILDING"**) (hereinafter as the said Land and said building jointly is referred to as **"THE SAID PROPERTY"**).

I have investigated the title of the said Property on the request
of Shantprabha Co-operative Housing Society Ltd: -

1. Description of the Property.

ALL those pieces or parcels of land bearing CTS No. 286, Survey No. 92, Hissa No. 4 (part) admeasuring 2003 sq. yards i.e. 1674 sq. mtrs or thereabouts(as per Conveyance Deed) and 1794 sq. mts. (as per property registered card), Village Pahadi, Goregaon (East), Taluka Goregaon, in the Registration District and Sub-District of Mumbai Suburban with structure standing thereon known as Shantaprabha (now demolished) situated and lying at Pahadi School Road No. 2, Aarey Road, Goregaon (East) Mumbai- 400 063

2. Documents of Allotment

a) By a Deed of confirmation dated 20th August 1959 registered with the Sub – Registrar of Assurances at Bombay under Serial No. 6056 of Book No. 1 on 20th August, 1959, made between Dhanvantrai Mulshankar Bhatt (therein referred as the “Vendor”) of the One Part and Ashwin Kumar Shantilal (therein referred as the “Purchaser”) of the Other Part, the parties did thereby



confirmed the Indenture of Conveyance dated 24th December, 1957 and Deed of Indemnity dated 24th December, 1957..

b) By an Indenture dated 26th April, 1969 make between Ashwinkumar Shantilal (therein referred to as "Ashwinkumar") of the First Part, (1) Ramanlal Dalsukhbhai, (2) Babubhai Chhaganlal, (3) Champaklai Dalsukhbhai, (4) Mulchand Jambubhai and (5) Ashwin Kumar Shantilal all Partners of M/s. Chhaganlal Kasturchand (therein referred to as the "Firm") of the Second Part, (1) Ramakant Gajanan Patil & (2) Narasinh Pundalik Prabhu, Promoters of Shantprabha CHSL (therein referred to as "the Confirming Parties") of the Third Part and the Shantprabha Co-operative Housing Society Limited, duly registered with the Registrar of Co-operative Housing Societies, bearing Registration Copy of Society Registration Certificate registered under registration no. BOM/HSR/1921/1968 dated 30th November, 1968, (therein referred to as the "Purchaser") of the Fourth Part, the said Mr. Ashwinkumar Shantilal



and the firm with the consent and confirmation of the confirming party did thereby sell, grant, convey, transfer, assign and assure unto the Purchaser the said property. The said Indenture dated 26th April, 1969 is registered with the Sub-Registrar of Assurances at Bombay under serial No. BOM/R/2207/1969 of Book NO. I on 4th June, 1969.

c) The said society after acquiring the right, title and interest in the Plot, decided to develop the Plot, by constructing two residential buildings having ground plus three upper floors consisting of total 24 premises known as "Shantprabha" (now demolished) in accordance with the plans and approval sanctioned by Bombay Municipal Corporation.

d) The society sold all the flats to various purchasers by diverse Agreements and the purchases were put in vacant possession of their respective flats after receiving the agreed considerations.

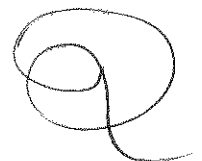
A handwritten signature in black ink, consisting of a large, stylized 'Q' or 'R' shape with a long, sweeping tail that curves upwards and to the right.

e) Since then the society is seized and possessed of or otherwise well and sufficiently entitled to the Property.

f) The Society has undertaken the work of self-redevelopment by "constructing a new building (hereinafter referred to as the "Proposed Building") on the Plot by utilizing the additional Floor Space Index (F.S.I.) available in respect of the Plot as per the existing laws" (hereinafter referred to as the "Self Development Project").

g) Pursuant to its Board Resolution No. 3 dated 18th March, 2019 of the Mumbai District Central Co-operative Bank a 'Loan Policy for self-redevelopment of buildings of its member is been framed to enable them to undertake the work of self-redevelopment of the building/s. The Shantprabha Co-operative Housing Society Limited is a member of Mumbai District Central Co-operative Bank.

h) At the request of the Shantprabha Co-operative Housing Society Limited, the Mumbai District Central Co-operative Bank has by its sanction letter dated 20th



September, 2022; along with the Terms & Conditions vide reference no. Ja.Kr.Mumbai Bank/Selfredevelopment department/ Fa Shantprabha CHSL/2022-2023/10149.

i) Pursuant to the same a Indenture of Mortgage dated 29th December 2022 bearing registration No. BRL 4/19076/2022 was executed by and between the Shantprabha Co-operative Housing Society Limited, (therein referred to as the Mortagor) of the One Part and the Mumbai District Central Co-operative (therein referred to as the Mortgagee) of the Other Part, the Mortgagee has granted a loan of Rs. 25,00,00,000/- (Rupees Twenty five Crores Only) hereinafter referred to as the "Loan") to the Mortgagor for the cost of the Self Development Project and subject to the terms and conditions stated therein.

j) Pursuant to Article III, Clause 3.1 of the Loan Agreement, the Loan is required to be secured inter-alia by creating mortgage of the Plot along with Free Sale



Component in the Proposed Building/s to be constructed on the Property.

k) By a resolution passed at the Special General Meeting of the General Body of society held on dated. 02.10.2022, the society has approve the Loan Agreement.

l) By a resolution passed at the Special General Meeting of the General Body of society held on (Dated 02.10.2022,) the society inter alia authorized the Chairman, Secretary and one of Managing Committee members for the time being, of the society to execute all documents and papers as may be required by the the Mumbai District Central Co-operative Bank in this behalf.

3. The Search Investigation Report dated 31 st December 2021 taken by search clerk, Mr. N. D. Rane with the Sub-Registrar's Office at Mumbai for 30 years i.e. 1992 to 2021 shows in respect of the said Property the following documents are registered:



a) Deed of confirmation dated 20th August 1959 registered with the Sub – Registrar of Assurances at Bombay under Serial No. 6056 of Book No. 1 651 No. 3029 on 20th August, 1959, executed by between Dhanvantraai Mulshankar Bhatt of the One Part and Ashwin Kumar Shantilal

b) Deed of Indenture dated 26th April, 1969 make between Ashwinkumar Shantilal of the One Part, and Mr. Ramanlal Dalsukhbhai,& Ors of the Second Part, Ramakant Gajanan Patil & Anr of the third Part and The Shantprabha CHSL of the Fourth Part under serial No. BOM/R/2207/1969 on 4th June, 1969.

c) Indenture of Mortgage dated 29th December 2022 bearing registration No. BRL 4/19076/2022 executed by and between the Shantprabha Co-operative Housing Society Limited, of the One Part and the Mumbai District Central Co-operative of the Other Part



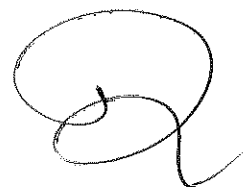
On perusal of the above-mentioned documents and all other relevant documents relating to title of the said Property, I am of the opinion that the title of Shantprabha Co-operative Housing Society Ltd, as Owner/ Developer of the said Property subject to Indenture of Mortgage dated 29th December 2022 is clear, marketable and without any encumbrances.

Title as a Owner/Developer of the Property:

Shantprabha Co-operative Housing Society Ltd:- with respect all that pieces or parcels of land bearing CTS No. 286, Survey No. 92, Hissa No. 4 (part) admeasuring 2003 sq. yards i.e. 1674 sq. mtrs or thereabouts(as per Conveyance Deed) and 1794 sq. mts. (as per property registered card), Village Pahadi, Goregaon (East), Taluka Goregaon, in the Registration District and Sub-District of Mumbai Suburban with structure standing thereon known as Shantaprabha (now demolished) situated and lying at Pahadi School Road No. 2, Aarey Road, Goregaon (East) Mumbai- 400 063



The report reflecting the flow of the title of the Shantprabha Co-operative Housing Society Ltd; as the Owner/Developer of the said Property is enclosed herewith.

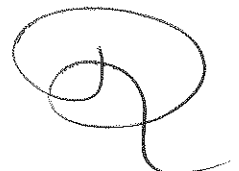
A handwritten signature in black ink, consisting of a large, stylized 'Q' or 'R' shape with a small loop at the bottom.

FLOW OF THE TITLE OF THE SAID PROPERTY.

Sr.No.

1. The Property Registered Card, shows the name of Shantprabha Co-operative Housing Society Ltd, as the holder. Property card further reveals that pursuant to order dated 11/12/1970 bearing Ref No. DC/IV/LND/P248 the said property is declared as Non Agriculture

2. By a Deed of confirmation dated 20th August 1959 registered with the Sub – Registrar of Assurances at Bombay under Serial No. 6056 of Book No. 1 on 20th August, 1959, made between Dhanvantrai Mulshankar Bhatt (therein referred as the “Vendor”) of the One Part and Ashwin Kumar Shantilal (therein referred as the “Purchaser”) of the Other Part, the parties did thereby confirmed the Indenture of Conveyance dated 24th December,



1957 and Deed of Indemnity dated 24th December, 1957.

3. By an Indenture dated 26th April, 1969 make between Ashwinkumar Shantilal (therein referred to as "Ashwinkumar") of the First Part, (1) Ramanlal Dalsukhbhai, (2) Babubhai Chhaganlal, (3) Champaklai Dalsukhbhai, (4) Mulchand Jambubhai and (5) Ashwin Kumar Shantilal all Partners of M/s. Chhaganlal Kasturchand (therein referred to as the "Firm") of the Second Part, (1) Ramakant Gajanan Patil & (2) Narasinh Pundalik Prabhu, Promoters of Shantprabha CHSL (therein referred to as "the Confirming Parties") of the Third Part and the Shantprabha Co-operative Housing Society Limited, duly registered with the Registrar of Co-operative Housing Societies, bearing Registration Copy of Society Registration Certificate registered under registration no. BOM/HSG/1921/1968 dated 30th November, 1968,



(therein referred to as the "Purchaser") of the Fourth Part, the said Mr. Ashwinkumar Shantilal and the firm with the consent and confirmation of the confirming party did thereby sell, grant, convey, transfer, assign and assure unto the Purchaser the said property. The said Indenture dated 26th April, 1969 is registered with the Sub-Registrar of Assurances at Bombay under serial No. BOM/R/2207/1969 of Book NO. I on 4th June, 1969.

4. The said society after acquiring the right, title and interest in the Plot, decided to develop the Plot, by constructing two residential buildings having ground plus three upper floors consisting of total 24 premises known as "Shantprabha" (now demolished) in accordance with the plans and approval sanctioned by Bombay Municipal Corporation.

5. The society sold all the flats to various purchasers by diverse Agreements and the purchases were put in vacant possession of their respective flats after receiving the agreed considerations.

6. Since then the society is seized and possessed of or otherwise well and sufficiently entitled to the Property.

7. The Society has undertaken the work of self-redevelopment by "constructing a new building (hereinafter referred to as the "Proposed Building") on the Plot by utilizing the additional Floor Space Index (F.S.I.) available in respect of the Plot as per the existing laws" (hereinafter referred to as the "Self Development Project").



8. Pursuant to its Board Resolution No. 3 dated 18th March, 2019 of the Mumbai District Central Co-operative Bank a 'Loan Policy for self-redevelopment of buildings of its member is been framed to enable them to undertake the work of self-redevelopment of the building/s. The Shantprabha Co-operative Housing Society Limited is a member of Mumbai District Central Co-operative Bank.

9. At the request of the Shantprabha Co-operative Housing Society Limited, the Mumbai District Central Co-operative Bank has by its sanction letter dated 20th September, 2022; along with the Terms & Conditions vide reference no. Ja.Kr.MumbaiBank/Selfredevelopmentdepartment/Fa Shantprabha CHSL/2022-2023/10149.



10. Pursuant to the same a Indenture of Mortgage dated 29th December 2022 bearing registration No. BRL 4/19076/2022 was executed by and between the Shantprabha Co-operative Housing Society Limited, (therein referred to as the Mortgagor) of the One Part and the Mumbai District Central Co-operative (therein referred to as the Mortgagee) of the Other Part, the Mortgagee has granted a loan of Rs. 25,00,00,000/- (Rupees Twenty five Crores Only) hereinafter referred to as the “Loan”) to the Mortgagor for the cost of the Self Development Project and subject to the terms and conditions stated therein.

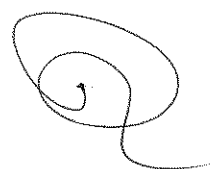
11. Pursuant to Article III, Clause 3.1 of the Loan Agreement, the Loan is required to be secured inter-alia by creating mortgage of the Plot along with Free Sale Component in the Proposed Building/s to be constructed on the Property.



12. By a resolution passed at the Special General Meeting of the General Body of society held on dated. 02.10.2022, the society has approve the Loan Agreement.

13. By a resolution passed at the Special General Meeting of the General Body of society held on (Dated 02.10.2022,) the society inter alia authorized the Chairman, Secretary and one of Managing Committee members for the time being, of the society to execute all documents and papers as may be required by the the Mumbai District Central Co-operative Bank in this behalf.

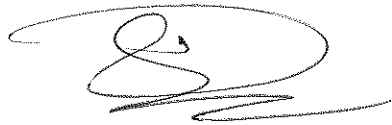
14. Accordingly in my opinion, title of my client i.e. Shantprabha Co-operative Housing Society Limited; as the Owner/Developer with respect to

A handwritten signature in black ink, consisting of a series of loops and a final flourish.

the said Property subject to Indenture of Mortgage
dated 29th December 2022 is free from
encumbrances, reasonable doubts and is
marketable.

Date: ²¹23 June 2023

For L I M LEGIT

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small flourish.

Dipesh U. Siroya

Proprietor