SL PARTNERS
ADVOCATES & SOLICITORS

FORMAT – A

(Circular No.:- 28/2021)

To MahaRERA,
6th & 7th Floor, Housefin Bhavan,
Plot No. C-21, E Block, BKC,
Bandra (East),
Mumbai – 400 051.

LEGAL TITLE REPORT

Sub : Title clearance certificate with respect to **Plot No. 353B-38** CTS No. **5741/388** admeasuring about **672.20 sq. mt.** situated at Ghatkopar Taluka, District Mumbai Suburban (hereinafter referred as the said plot)

1) I have investigated the title of the said plot on the request of Hema Appartments Co-operative Housing Society Limited and following documents i.e. :-

a) Description of the property.

b) The documents of allotment of plot.

c) Property Card issued by City Survey Office

d) Search report for 30 years from 1992 till 2021

e) 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 HEMA APPARTMENTS CO-OPERATIVE HOUSING SOCIETY LIMITED is clear, marketable and without any encumbrances.

Owners of the land

(1)The Secretary, Hema Appartments Co-operative Housing Society Limited (CTS No. 353B/38)

(2) Qualifying comments/remarks if any .....

3) The report reflecting the flow of the title of the HEMA APPARTMENTS CO-OPERATIVE HOUSING SOCIETY LIMITED on the said land is enclosed herewith as annexure.

Encl : Annexure

For M/s. S L Partners

Mr. Devang Mehta
(Partner)

Date : 06/05/2023

SL PARTNERS
ADVOCATES & SOLICITORS

May 06, 2023

Title Report

Introduction:

We, at the request of **'Hema Apartments Co-operative Housing Society Limited'**, a Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 and bearing registration number BOM/HSG/ 3455 OF 1972 and having its registered office at 353-B/38, Ghatkopar (East), Mumbai - 400077 (hereinafter referred to as the "**Society**") verified title of:

The Society is the owner of and solely and absolutely seized and possessed of, otherwise well and sufficiently entitled to all that pieces and parcels of the plot of land bearing Plot No. 353-B/38 forming a part of the larger portion of Plot No. 353-B of the town planning scheme No III, bearing CTS No. 5741/38 and admeasuring about 672.20 (Six Hundred and Seventy Two point Twenty) square meters *(as per Property Register Card)* and 681.5 (Six Hundred and Eighty One point Five) square meters equivalent to 815 (Eight Hundred and Fifteen) square yards *(as per Indenture of Conveyance bearing number BOM/S/3233 of 1973)* lying and situated within the registration district and sub-district of Mumbai City and suburbs and within the limits of Municipal Corporation of Greater Mumbai and situated at Vallabh Baugh lane extension, Ghatkopar (East), Mumbai – 400077 ("**Land**") together with a Building standing thereon known as 'Hema Apartments' consisting of ground plus 3 (Three) upper floors comprising of 19 (Nineteen) residential flats (hereinafter referred to as "**Building**"). The Society comprises of 19 (Nineteen) members ("**Members**"). The Land and the Building shall jointly be referred to as the "**Property**". The Property is more particularly described in the **First Schedule** herein under written.

The process followed:

1. We have perused the copies of the title deeds and other documents provided to us for our perusal. A list of such title deeds and documents is annexed herewith and marked as **Annexure "1"**.

2. We have perused the Search Report dated November 29, 2021 bearing GRN No. MH009398400202122 2E submitted by search clerk Mr. Sameer Sawant, reporting the outcome of the search taken in the office of Joint Sub-Registrar at Bandra, Mumbai, Chembur, Nahur & Vikhroli for a period of 30 (Thirty) years from 1992 to 2021 with respect to Property ("**Search**"). The Search report did

not reveal any adverse remarks with respect to the Property.

3. We have published 2 (Two) notices in 2 (Two) newspapers in the locality inviting claims of any party or person to the Property out of which, 1 (One) in English newspapers one called "Business Standard" and the other in regional newspaper called the "Navshakti", both the notices published on November 24, 2021 ("**Public Notices**"), in response thereof we did not receive any third-party claims.

4. The Society represented through its Managing Committee has already given us a declaration dated December 01, 2021 ("**Declaration**") with respect of the Property declaring, *inter alia*, that they are entitled to the ownership rights with respect to the Property and the title is clear and marketable and free from all encumbrances.

5. The Society represented through its Managing Committee have also responded to the requisitions raised by us on December 01, 2021 ("**Response to Requisition**"), whereby the Society stated that there is no encumbrance or adverse situation concerning the Title.

The flow of title:

6. On perusal of the documents, PR Cards, records and registered agreements, we observed as under with respect to the Property:

6.1 By virtue of Indenture of Conveyance dated March 29, 1972 registered in the office of the Sub-Registrar of Assurances at Bombay bearing serial no BOM/R/1443 of 1972 executed by and between Master Deepak Narottamdas Shah, a minor then represented by his legal guardian and father Mr. Narottamdas Keshavlal Shah, as the vendor as defined therein, ("**Vendors**"), T.K. Verlekar, as the first confirming party as defined therein, Ghatkopar Udayachal Co-operative Housing Society Limited, as the second confirming party as defined therein, Damji Shamji Shah, as the third confirming party as defined therein, Mohanlal Laxmidas, promoter of the Society, as the fourth confirming party as defined therein *(Collectively referred to as "Confirming Parties")* and the Society, as the purchaser as defined therein, the Vendors sold, assigned, conveyed and transferred all its right, title and interest in the vacant parcel of Land in favour of the Society with the confirmation of the Confirming Parties for such consideration and such other terms and conditions as more precisely mentioned therein ("**Indenture of Conveyance**"). As stated in the Indenture of Conveyance, the Confirming Parties were made confirming parties to the said Indenture of Conveyance due to some of their payments which were either

pending or due to some defaults which were not cured by them.

6.2 The construction of the Building had commenced in and around April 1972 and the commencement certificate was procured in the favour of the Society on April 28, 1972 bearing number CE/1618//BSIII/AN. The Building was completed and the Building Completion Certificate of the Building was granted by Municipal Corporation of Greater Mumbai to the Society on March 01, 1973.

6.3 As recorded in the Indenture of Reconveyance (as defined hereinunder), by virtue of an Indenture of Mortgage dated May 29, 1973 which was lodged for registration before the office of the Sub-Registrar of Assurances at Mumbai under serial no S-92 of 1973 executed by and between the Society, as the mortgagors therein, and (i) Mr. Damji Shamji Shah, (ii) Mr. Chandrakant Damji Shah, (iii) Mr. Vasantlal Damji Shah and (iv) Dinesh Chandra Khetsy as the mortgagees therein, ("Collectively defined as the ***Mortgagees***"), the Society created mortgage and all incidental right, title and interest in the Land in favour of the Mortgagees therein on such terms and conditions as more precisely mentioned therein ("**Indenture of Mortgage**"). We have not been provided with the copy of the said Indenture of Mortgage.

6.4 Thereafter, the Society repaid the said loan amount as set out in the Indenture of Mortgage together with all the interest so payable under the Indenture of Mortgage to the full and final satisfaction of the Mortgagees and consequently, by virtue of Indenture of Re-Conveyance dated December 21, 1973, registered in the office of the Sub-Registrar of Assurances at Mumbai BOM/S/3233 of 1973, the Mortgagees reconveyed the said Land in favour of the Society and all its right, title and interest under the Indenture of Mortgage in satisfaction of its loan amount ("**Indenture of Reconveyance**").

6.5 The Property Register Card records the name 'the Secretary Hema Apartment Co-operative Housing Society Limited' as the Holder of the Land.

6.6 Accordingly, the Society became seized and possessed of and otherwise sufficiently entitled to the Property.

6.7 We have been provided with the Development Plan remarks 2034 dated November 25, 2021 under the Development Control Regulations 2034

which does not reveal any adverse remark regarding the Property.

Conclusion:

Subject to what is stated in the assumptions, qualifications and limitations contained herein, we state that the title of the Society to the Property as Holder of the Land is clear, valid, subsisting, marketable and free from all encumbrances.

The First Schedule Above Referred To:

ALL THAT piece or parcel of land bearing Plot No. 353-B/38 forming a part of the larger portion of Plot No. 353-B of the town planning scheme No III, bearing CTS No. 5741/38 and admeasuring about 672.20 (Six Hundred and Seventy Two point Twenty) square meters *(as per Property Register Card)* and 681.5 (Six Hundred and Eighty One point Five) square meters equivalent to 815 (Eight Hundred and Fifteen) square yards *(as per Indenture of Conveyance bearing number BOM/S/3233 of 1973)* lying and situated within the registration district and sub-district of Mumbai City and suburbs and within the limits of Municipal Corporation of Greater Mumbai and situated at Vallabh Baugh lane extension, Ghatkopar (East), Mumbai – 400077 together with a Building standing thereon known as 'Hema Apartments' consisting of ground plus 3 (Three) upper floors comprising of 19 (Nineteen) residential flats. The Land is bounded as follows :-

On or towards the North	:	By Plot No. 353-B/37;
On or towards the South	:	Boundary of TPS III;
On or towards the East	:	Boundary of TPS III; and
On or towards the West	:	Partly by Plot No. 353-B/28 and partly by internal means of access "G".

Assumptions, Qualification and Limitations:

(a) This Report is given only with respect to the current laws of India and various government policies in force as of the date of this Report. Any changes in the Indian law and/or policies after the date of this Report, which are retroactive, could have an effect on the validity of our conclusions stated herein.

(b) This Report is strictly limited to the matters stated herein and does not extend to any other matters and is not to be read as extending by implication to any other subject matter.

(c) We have relied upon the Search Report submitted to us by the search clerk and

we have not independently carried out any search.

(d) Our understanding of facts is based upon and limited to the information/documents provided to us. We have no reason to believe that the information/documents provided to us are not genuine. We have independently not verified the authenticity of such information/documents. Any variance of facts may cause a corresponding change in the analysis set out in this Report.

Dated this 6th day of **May 2023**

Yours Sincerely,
For **M/s. SL Partners**

Devang Mehta
(Partner)

Annexure"1"

List of Documents

Sr. No.	Particulars
1.	The copy of the Property Registered Card bearing CTS No. 5741/38
2.	Copy of the Indenture of conveyance dated March 29, 1972 registered in the office of the Sub-Registrar of Assurances at Bombay bearing serial no BOM/R/1443 of 1972.
3.	The copy of the Indenture of Re-conveyance dated December 21, 1973, registered in the office of the Sub-Registrar of Assurances at Mumbai BOM/S/3233 of 1973.
4.	The Development Plan remarks 2034 dated November 25, 2021 under the Development Control Regulations 2034.