

# Chandrashekhar Pal

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Advocate High Court of Bombay

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Ref :

Dated 12/07/ 2025

To,

Maha RERA, Mumbai,  
Maharashtra.

## FORMAT -A

(Circular No:- 28/2021 dated 08/03/2021)

### (LEGAL TITLE REPORT)

**Re:** Title Certificate with respect to all that piece and parcel of land area admeasuring 2247.01 square Meters or thereabout situated at Village Road, Bhandup (West), Mumbai - 400 078 and land bearing part of C.T.S. No. 445/A, 445/B and 445/C of Village Bhandup and Taluka Kurla, Registration Sub-District and District of Mumbai City and Mumbai Suburban, within S Ward of Municipal Corporation of Greater Mumbai and assessed by MCGM (hereinafter referred as the said "Land").

**A.** At the request of our client M/s. Shreeji Lifespaces Realtech a Partnership Firm registered under the Partnership Act 1932, having its registered office at F 39, Unit 1/2, Plot No. 9, Sector 29, Vashi, Navi Mumbai - 400 703., ("Promoter"), I have investigated the title of the Promoter to develop all that piece and parcels of land situated at Village Road, Bhandup (West), Mumbai - 400 078 and land bearing part of C.T.S. No. 445/A, 445/B and 445/C of Village Bhandup and Taluka Kurla, Registration Sub-District and District of Mumbai City and Mumbai Suburban, more particularly described in the Schedule hereunder written (collectively "said Property").

**B.** After going through the record, document

- M/s. Jaydeep Constructions (hereinafter referred as Owner) therein is seized and possessed of or otherwise well and sufficiently entitled to the piece



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of land admeasuring about 3187.4 Sq. Mtrs. bearing CTS No.445, 445/1 to 22 of Revenue Village Bhandup, Taluka Kurla, Mumbai Suburban District lying and situated at Village Road, Bhandup (West), Mumbai - 400 078 under Deed of Conveyance dated 09<sup>th</sup> day of April, 2007, was executed and registered with the office of Sub Registrar Mumbai Suburban District Bandra bearing registration no. BDR-7/2246/2007 dated 18/04/2007.

- b. The Owner state that on CTS no. 445, 445/1 to 22 there are 24 tenants. The said 24 (Twenty-Four) tenants were allotted tenements on tenancy basis and after several transfers of respective tenants. That details of all the Tenants as mentioned therein are the bona-fide tenants of the Owner and the Owner confirms that they are in use, occupation and possession of their respective Tenements situate at CTS No. 445, 445/1 to 22.
- c. The land at CTS No. 445, 445/1 to 22 was further divided into three parts vide Subdivision Record - Order No. SRK 2405 of the District Collector, Mumbai Suburban Order Date - 02/06/2021. Due to the subdivision of Property Sheet 445, the original Property Sheet 445 has been cancelled and new Property Sheets 445/A, 445/B, 445/C have been prepared. The CTS No 445/A belonging to Jaydeep Constructions; CTS No. 445/B as road set back and CTS No 445/C as Municipal Primary School. The same is given with area below:

Sr. No.	CTS No.	Purpose of Property	Area (Sq. Mtrs.)
1	445/A	Jaydeep Constructions	2247.01
2	445/B	Set Back Land	313.68
3	445/C	Municipal Primary School	626.71

Out of the said land CTS Nos. 445, 445/1 to 22 admeasuring about 3187.4 Sq. Mtrs. of Village Bhandup, Taluka Kurla, Mumbai Sub urban District and



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assessed by Municipal Corporation of Greater Mumbai under S Ward Nos. 2957 (1) (2) (3), 2959 (2) (2A) (2B) (3), 2960, 2961.

- d. The Owner had obtained a loan against said property as mortgage from Abhudaya Co-operative Bank Ltd under mortgage deed dated **24<sup>th</sup> day of January, 2013** vide duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. **KRL-4/909/2013** dated **24/01/2013**.
- e. There were certain defaults in the payments of the loan and Abhudaya Co-operative bank Ltd assigned the loan to Invent Assets Securitization and Reconstruction Private Limited ("Invent Assets"). The Owner issued letter dated **3<sup>rd</sup> March, 2019** and offered to settle the entire dues and liabilities outstanding. Another letter dated **19<sup>th</sup> January, 2021** was issued for the purpose of re-scheduling of the payment schedule. The Invent Assets issued a letter dated **22<sup>nd</sup> January, 2021** wherein they issued a new schedule for payment. The Owner agree and reiterate that the payments to be made to Invent Assets are entirely their responsibilities.
- f. The said property was old construction and due to its old age and the same is not repairable. It is not possible to repair the said building due to costs factor and as well as looking at the present condition it is appropriate and feasible to reconstruct the said building as per the presently available Development Control Rules (DCR) applicable by constructing on the said Land, a new multistoried building, by using and utilizing the entire available Floor Space Index and or TDR (hereinafter referred to as "FSI") emanating from the said Land and also by consuming any additional FSI as may be consumable on the said Land in that behalf and the Tenants agreed to get the existing building standing on the said property demolished and re-construct new Building in its place.



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- g. As part of mutual understanding the Owner has agreed to grant development right in favour of the Developer 60% of development potential available in respect of the said property as base land, plus 60% of TDR FSI alongwith the benefit of 60% of fungible FSI, compensatory area, premium FSI etc., to be acquired and purchased by the Developer at its costs, charges and expenses as also 60% of the car parking spaces in stilt, basement, podium as may be permitted and approved by the Concerned Development Authority. As part of further understanding the Developer shall apply for and avail the benefit of Fungible FSI, compensatory area, premium, FSI etc., in respect of the entire property and shall pay all the amount of premium, charges, deposits etc., payable to the concerned Authorities, however, the Owner shall not be require to contribute any amount towards availing such benefit of fungible FSI, compensatory area, premium FSI etc., while having 40% of such benefit of such fungible FSI, compensatory are etc.,
- h. Considering the deteriorating condition of the then existing structures which has already been demolished and apprehending serious loss to the tenants and their respective families, and since for diverse causes and reasons, the self-redevelopment of the property was not feasible, the Owner while retaining the 40% base land FSI with benefit of 40% validation of TDR FSI to be availed at its costs (for short "Retained Area") decided to appoint the Developer with a develop the property including to construct the retained area of the Owner and to avail the benefit of 60% development potential (for short "the Developer area") as free sale component for the consideration and on the terms and conditions mutually agreed upon.
- i. By virtue of the aforesaid documents, the Owner herein is absolutely seized and possessed of and/or well and sufficiently entitled to and the Owner of



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the said Plot and the Owner of the then existing building occupied by its 24 (twenty-four) tenants to whom the Owner has issued rent receipts;

- j. Accordingly, The Owner has granted to the Developers, rights for redevelopment of the said Property under Development Agreement dated 09/10/2024, and same has been lodged for registration with the Sub - Registrar of Assurances at Serial No. KRL-1/19368/2024 dated 09/10/2024, a copy of the Index II of the said Agreement is hereto annexed and marked as **Annexure**. (Hereinafter referred to as "**the said Development Agreement**").
- k. The Planning Authority has approved the re-development of the said Property being implemented by the Promoter. The Promoter has acquired the rights to re-develop the said Property. I have issued a Title Certificate of even date in favour of Promoter certifying the rights of the Promoter to re-develop the said Property as clear and marketable and free from reasonable doubts.

C. In accordance with the format of the Legal Title Report prescribed by this Hon'ble Authority vide Circular No.28/2021, the summary of our title investigation is as under:

**1. Description of the said Property:**

The description of the said Property is more particularly described in the **Schedule** hereunder written.

**2. Documents of allotment of the said Property:**

The chain of title deeds that has culminated in the Promoter having acquired the rights to re-develop of said Property are as under:



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- (i) Copy of **Deed of Conveyance** dated **09<sup>th</sup> day of April, 2007** duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. **BDR-7/2246/2007** dated **18/04/2007**
- (ii) Copy of **Development Agreement** dated **09<sup>th</sup> day of October, 2024** duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. **KRL-1/19368/2024** dated **09/10/2024**.

### 3. **7/12 Extracts, Mutation Entries and Property Cards:**

The Property Register Card of the said Land is standing in the name of Owner.

### 4. **Searches in the Offices of the Sub-Registrar of Assurances**

For the purpose of issuing this Report, I have also caused search of the said Property in the offices of concerned Sub-Registrar of Assurances for last 30 (Thirty) years i.e. for the period from 1996 till date hereof through Search Clerk Mr. Suraj B. More. No encumbrances on the said Property have been found in the said Search Report.

### D. **THE SCHEDULE REFERRED HEREIN ABOVE**

All that piece or parcel of land situated at Village Road Bhandup (West), Mumbai - 400 078 and land bearing part of C.T.S. No. 445/A, 445/B and 445/C of Village Bhandup and Taluka Kurla, Registration Sub-District and District of Mumbai City and Mumbai Suburban.

### E. **CONCLUSION**

Upon perusal of the above-mentioned documents and other documents set out in my more detailed Title Certificate of even date, a copy whereof is annexed



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herewith as Annexure "A" ("Title Certificate), and based on the steps and observations as set out in my Title Certificate, I am of the opinion that the Promoter is lawfully entitled to re-develop the said Property and that the rights of the Promoter to re-develop the said Property is clear and marketable and free from any encumbrances for the C.T.S. No. 445/A and the Promoter is further entitled to sell, transfer and dispose of the Free Sale Component (as defined in the Development Agreement) to any person on such terms and conditions as my client may deem fit and proper.

## 1. OWNER OF THE LAND:

As per Deed of Conveyance dated 09<sup>th</sup> day of April, 2007 and as per e-Property Card, the owner of plot is M/s. Jaydeep Constructions as on date of issuing this certificate.

## 2. DEVELOPER OF THE LAND:

under the development agreement dated 09<sup>th</sup> day of October, 2024, M/s. Shreeji Lifespaces Realtech has been given development rights in respect of all that piece or parcel of land situated at Village Road, Bhandup (West), Mumbai - 400 078 and land bearing part of C.T.S. No. 445/A, 445/B and 445/C of Village Bhandup and Taluka Kurla, Registration Sub-District and District of Mumbai City and Mumbai Suburban.

The report reflecting the flow of the title of the M/s. Shreeji Lifespaces Realtech on the said land is enclosed herewith as annexure.

Encl: Annexure.

Dated : 12.07.2025

Place : Mumbai



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## FORMAT- A

(Circular No.: 28/2021)

### FLOW OF THE TITLE OF THE SAID LAND

#### Sr. No.

- 1) P. R. Card reflects in the name of the "Owner" as on date of application for registration.
- 2) Owner of the land - "M/s. Jaydeep Constructions" all that piece and parcel of land bearing C.T.S. No. 445/A, 445/B and 445/C of Village Bhandup, Taluka Kurla situated at Village Road, Bhandup (West), Mumbai-400 078.
- 3) Search report for 30 years from office 1996 taken from Sub-Registrar Mumbai and Mumbai Suburban through Mr. Suraj B. More.
- 4) Any other relevant title :-
  - a. Deed of Conveyance dated 09<sup>th</sup> day of April, 2007 duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. BDR-7/2246/2007 dated 18/04/2007.
  - b. Mortgage Deed dated 24<sup>th</sup> day of January, 2013 duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL-4/909/2013 dated 24/01/2013.
  - c. Development Agreement dated 09<sup>th</sup> day of October, 2024 duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL-1/19368/2024 dated 09/10/2024.
- 5) Litigations if any-None.

Date: 12.07.2025

