

Format-A

(Circular No. 28/2021)

To,

The Maharashtra Real Estate Regulatory Authority,
 6th and 7th Floor, Housefin Bhavan,
 Plot No. C-2, 'E' Block,
 Bandra-Kurla Complex,
 Bandra (E), Mumbai - 400051.

LEGAL TITLE REPORT

Sub : Title Clearance Certificate with respect to all these pieces and parcels of land bearing S. No. 341 Part, C.T.S. No. 607 Part, admeasuring 1838.13 Sq.Mtrs. as per the Property Card of Village - Bandra, Taluka - Bandra in the Registration District of Mumbai Suburban together with the said Building (hereinafter referred to as the "said Property")

I have investigated the title of the said Property on the request of M/S. VINCA REALTORS PVT. LTD., a Company incorporated under the Indian Companies Act 1956, having its registered Office at 404, Niranjan, 99 Marine Drive, Mumbai -400002.

- 1) Description of the Property: All those pieces and parcels of land or ground of Plot situated and lying underneath and appurtenant to land bearing S. No. 341 Part, C.T.S. No. 607 Part, admeasuring 1838.13 Sq.Mtrs. as per the Property Card of Village - Bandra, Taluka - Andheri in the Registration District of Mumbai Suburban together with the said Building (hereinafter referred to as the "said Property")

- 2) The documents of allotment of Plot:
 - (a) Photocopy of Registration Certificate bearing No. BOM/(W/H/East)/ HSG/WH/1853/86-87 of Khernagar Ashray Co-op. Hsg. Soc. Ltd., a Co-operative Housing Society registered under the provisions of The Maharashtra Co-op. Societies Act 1960.

- (b) The Agreement for lease is registered and indexed under Sr. no. BDR-9/2882/2018 between Maharashtra Grihanirman Mandal and Khernagar Ashray Co-op. Hsg. Soc. Ltd and the deed of sale is registered and indexed under sr. no. BDR-9/2885/2018 between Maharashtra Grihanirman Mandal and Khernagar Ashray Co-op. Hsg. Soc. Ltd. The said deed of sale was executed for the structure of the society alone.
- (c) Photocopy of the Development Agreement dated 30/03/2022 executed by and between the said Society (hereinafter referred to as "the said Society") and its Members (hereinafter referred to as "the Members") and the Developers herein (hereinafter referred to as "the Developers") and duly registered with the Office of the Sub-Registrar of Assurances at Bandra on 06/04/2022 under S.No.6534/2022.
- (d) Photocopy of the Power of Attorney (P.O.A.) dated 30/03/2022 executed by the said Society (hereinafter referred to as "the said Society") and its Members (hereinafter referred to as "the Members") in the favor of the Developers herein (hereinafter referred to as "the Developers") and duly registered with the Office of the Sub-Registrar of Assurances at Bandra on 06/04/2022 under S.No. 6538/2022.
- (d) Photocopy of MHADA NOC bearing No. CO/MB/REE/NOC/F-1269/2339/2022 dated 22nd September 2022.
- (e) Photocopy of the Intimation of Approval (I.O.A.) bearing No. MH/EE/(BP)/GM/MHADA-9511221/2022/I.O.A./I/Old dated 2811/2022.
- (f) Photocopy of Commencement Certificate (C.C.) bearing No. MH/EE/(BP)/GM/MHADA-95/1221/2023/CC/1/New dated 04/09/2023 issued by MHADA.

- (g) Approved Plans.
 - (h) Property Registered Card.
 - (i) 7/12 Extract or Property Card issued by Govt. of Maharashtra dated 21/02/2019, Mutation Entry No. 5169.
 - (j) Search Report for 30 years issued by the Search Clerk Sunil Nata, Nandeshwar C.H.S., Jaihind Nagar, Khar (E), Mumbai - 400051.
- 3) On perusal of the above mentioned documents and all other relevant documents relating to title of the said Property provided by the said Developer, I am of the opinion that the title of *M/S. VINCA REALTORS PVT. LTD.* to develop the said land by constructing thereon the said 2 Wings of the Building known as "SAJAY AVENUE 18" as per the duly Approved / Sanctioned Plan by MHADA from time to time is clear, marketable and without any encumbrances.

4. Owners of the Land :

1. Khernagar Ashray Co-op. Hsg. Soc. Ltd a registered Co-operative Housing society limited under MCS act,1960, is the present lawfull Lessees/ owner of the Society's Plot of land and Building respectively (the said Property) viz all that Piece and Parcel of land admeasuring 1838.17 Sq. Mtrs. Of thereabouts, bearing C.T.S No.110 (part) & 146(part), of village Bandra East, Taluka Andheri, Dist. Mumbai – 400051.
2. Qualifying comments/ remarks, if any- **Nil**
5. The report reflecting the flow of the title of the M/s Vinca Realtors Pvt. Ltd. on the said Property is enclosed herewith as **Annexure-A**.

Encl: Annexure-A

Place: Mumbai

Date: 3rd October, 2023.



Yogeshwar H. Banavali
Advocate, High Court

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FLOW OF THE TITLE OF THE SAID LAND

1. I have pressed copies of the P.R. Card pertaining to the Plot of Land bearing C.T.S. No. 607, Survey No. 341 Part situated at Village – Bandra, Taluka – Andheri M.S.D. Land admeasuring in aggregate about 1838.13 Sq.Mtrs. bearing of Village – Bandra, Taluka – Andheri in the Registration District of Mumbai Suburban.

2. I have caused a Search to be taken in the Office of the Sub-Registrar of Assurances at Mumbai and Bandra from the Year 1994 to 2023 (30 Years), Andheri from the Year 1995 to 2023 (29 Years) and Bandra (AND 1 to AND 7) Computer Record from the Year 2002 to 2023 (22 Years) (the Search are subject to tom pages of Index-II, Mutilated Records, some Records are misplaced and also unavailable Records for the years as mentioned therein).

3. Flow of Title:
Upon the perusal of the documents in respect of the said Property provided to me by *M/s. Vinca Realtors Pvt. Ltd.* (hereinafter referred to as the "said Developers") and the Search Report submitted by Search Clerk Mr. Sunil Nata (which is subject to Records not being maintained properly as mentioned in the Search Report and tom pages as mentioned therein), I have to state as follows.

(a) The said land is part of Survey No. 607 (totally admeasuring 10494 Sq.Mtrs.) of which 1838.13 Sq.Mtrs. is the pertinent land in question;

- (b) Upon the said Plot of 1838.13 Sq.Mtrs. was constructed a Residential Building in the year 1958 and the said Building was known as "Khernagar Ashray" and it comprised of Ground Floor + 2 Upper Floors and it contained 54 Tenements;
- (c) The said Khernagar Ashray Building was then registered as "Khemagar Ashray Co-op. Hsg. Soc. Ltd.", a Co-operative Housing Society duly registered under the Maharashtra Co-operative Societies Act 1960 under Regn. No. BOMIHS/OG/1853/86-87 dated 19/08/1986 (hereinafter referred to as the "said Society").
- (d) The Agreement for lease is registered and indexed under Sr. no. BDR-9/2882/2018 between Maharashtra Grihanirman Mandal and Khernagar Ashray Co-op. Hsg. Soc. Ltd and the deed of sale is registered and indexed under sr. no. BDR-9/2885/2018 between Maharashtra Grihanirman Mandal and Khernagar Ashray Co-op. Hsg. Soc. Ltd. The said deed of sale was executed for the structure of the society alone.
- (e) The said Old Building (since demolished) was constructed approximately 65 years ago and required extensive repairs both internally and externally and hence the Members of the Khernagar Ashray Society took a decision to invite Proposals for Redevelopment of the said Building under the Redevelopment and Construction Rules prevalent for such buildings constructed upon the property belonging to the MHADA;
- (f) The Society has been inviting Redevelopment Proposals from various Developers and amongst them the Offer given by *Mis.* Vinca Realtors Pvt Ltd. (Developers) was found to be the most comprehensive and suitable and sustainable in the overall interests of the Members vis-a-vis their requirements as discussed threadbare by the Society with *Mis.* Vinca Realtors Pvt. Ltd.;
- (g) Thus, it was unanimously decided to pursue Redevelopment of the said Building with *Mis.* Vinca Realtors Pvt.Ltd. as the Developers;
- (h) Therefore, by virtue of a Development Agreement dated 30/03/2022

entered into by the Khernagar Ashray C.H.S. Ltd. with *Mis. Vinca Realtors Pvt. Ltd.* (Registered under No. 6534/2022 dated 06/04/2022), the Society with the Consent and Confirmation of the Members have granted Development Rights in favour of the Developers in respect of the said Plot with the rights to demolish the said Old Building in place and to construct the new Building/s as per the Plans and Specifications as may be sanctioned / approved by the Sanctioning Authority i.e. MHADA;

- (i) In furtherance of the said Development Agreement (6534/2022) the Society namely Khernagar Ashray C.H.S. Ltd. has also executed a duly registered Power of Attorney (BDR-18/6538/2022) in favour of *Mis. Vinca Realtors Pvt. Ltd.* and duly registered with Sub-Registrar of Assurances at Bandra interalia conferring various powers in favour of *Mis. Vinca Realtors Pvt. Ltd.* for doing necessary acts, deeds, matters and things on behalf of the Society specifically related to the redevelopment of the said Property;
- (j) Thus, the said Developers *Mis. Vinca Realtors Pvt. Ltd.* have become entitled to develop the said Property as Developers thereof as per the Plans and Specifications sanctioned and approved by the MHADA;
- (k) MHADA has issued Intimation of Approval (1.0A.) bearing No. MH/EE/(BP)/GM/MHADA-95/122112022/1.0A./I/Old dtd. 28/11/2022 to the Developers interalia sanctioning the Building Plans submitted by the Developers in respect of the new Building (2 Wings) to be known as "SAJAY AVENUE 18" on the said Plot comprising of 2 Wings
- (l) The Developers have also received a Commencement Certificate bearing No. MH/EE/(BP)/GM/MHADA-9511221/2023/CC/I/New dated 04/09/2023 issued by MHADA, thereby permitting the Developers the permission / approval for construction of the said Building/s on the said Plot;

4. Litigation:

The Developers have represented that there are no litigations/proceedings filed with regards to the said Plot in the comts in Mumbai. Thus there are no Orders restraining the Developer in any manner to undertake construction of the said Building on the said Plot and/or sell the flats/units in the said Building/s (save & except the Members flats/units).

5. The Developers have further informed me that they have not encumbered/mortgaged/created charge on any of the flats/Units in the said Building/s or the said Plot with any financial institution/bank and or in any manner whatsoever.
6. This Report on Title has been prepared on the basis of the said documents, papers and revenue records and the information/representations that have been furnished/provided to me and presuming that the contents of the said documents, papers and revenue records and the information/representations are true and correct. I take no responsibility for not having envisaged in this Report on Title the contents of documents," writings or revenue records that may be related to the said Property but which have not been provided to me for our perusal. The statements and observations in the Report on title are done based on the documents provided to me as listed aforesaid.
7. This Report on Title is issued based on the title documents perused by me and same is based on the assumption:
 - (i) of the legal capacity of all natural persons, genuineness of all signatures;
 - (ii) authenticity of copies of the documents submitted to me;
 - (iii) that there have been no amendments or changes to the documents examined by me;
 - (iv) of the accuracy and completeness of all the factual representations made in the documents;
 - (v) that all prior title documents have been adequately stamped and registered.

8. I am not certifying the boundaries of the said Property and/or physical condition of the said Property since I have not visited the said Property.
9. I have not raised any requisitions on title of the said Land/Property. I have however relied on information/representations and the documents submitted by the Developers to me as stated hereinabove.
10. In the circumstances and subject to what is stated hereinabove and based on the Documents perused by me and the representations as stated hereinabove, I am of the opinion that the Developers i.e. **M/S. VINCA REALTORS PVT. LTD.** have clear and marketable title to develop the said Land and to sell the flats/units **in** the said building (save & except members flats as defined **in** the said Development Agreement) to prospective purchaser/s in the manner they deem fit and proper, and appropriate the sale consideration thereby in the manner they deem fit & proper.

Place Mumbai

Date 3rd October, 2023



Yogeshwar H. Banavali
Advocate, High Court