



Ref. No.SC/SN/1648/2022

Date: 23<sup>rd</sup> September, 2022

To,  
**MahaRERA**  
6th & 7th Floor, Housefin Bhavan,  
Plot No. C - 21, E - Block, Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.

## LEGAL TITLE REPORT

### **Sub.: TITLE CLEARANCE CERTIFICATE WITH RESPECT TO:**

**ALL THOSE PART OF LARGER PLOT** admeasuring 20800 sq. mtrs. currently owned by SHREE COMPLEX PHASE III CO-OPERATIVE HOUSING FEDERAL SOCIETY LIMITED bearing Survey no. 39/5 and New Survey no. 6/1/3 of Village Kolivali, Adharwadi Jail Road, Kalyan (West) - 421301 and within the limits of Municipal Corporation of Kalyan Dombivali (hereinafter referred to as the '**said Larger Plot**'), specifically with respect to and occupied by:

- i. ALL THOSE piece and parcel of plot admeasuring 3773.58 sq. mtrs. entitled to members of PRATAPGAD CO-OPERATIVE HOUSING SOCIETY LIMITED occupying building no. A-6, A-7 and A-8 comprising of 96 flats (hereinafter referred to as the '**said Buildings**') (the said Land and the said Buildings are hereinafter collectively referred to as the '**Said Property No. 1**');;
- ii. ALL THOSE piece and parcel of land admeasuring 2351.26 sq. mtrs. entitled to members of VIKRAMGAD CO-OPERATIVE HOUSING SOCIETY LIMITED occupying building no. B-1, B-2, B-3 and B-4 comprising of 64 flats (hereinafter referred to as the '**Said Property No. 2**');;
- iii. ALL THOSE piece and parcel of land admeasuring 3773.58 sq. mtrs. entitled to members of VISHALGAD CO-OPERATIVE HOUSING SOCIETY LIMITED (hereinafter referred to as the '**said Land**') occupying building no. A-1, A-2 and A-3 comprising of 96 flats (hereinafter referred to as the '**Said Property No. 3**') AND
- iv. ALL THOSE piece and parcel of land admeasuring 2391.60 sq. mtrs. entitled to members of SINHAGAD CO-OPERATIVE HOUSING SOCIETY LIMITED occupying building no. C-2, C-3, C-4 and C-5 comprising of 64 flats (hereinafter referred to as the '**Said Property No. 4**');;

(the Said Property No. 1, 2, 3 and 4 shall be hereinafter referred to collectively as "**SAID PROPERTY A**");

**ALL THOSE** pieces and parcels of an undivided portion of said property adm.1876.50 sq. mtrs. out of the said property totally adm. 12350 sq. mtrs. bearing Survey No. 39, Hissa No. 1/A, situate, lying and being at Mauje Kolivali, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registrar Thane, Taluka Kalyan and Dist. Thane hereinafter referred to as the "**SAID PROPERTY B**").

**ALL THOSE** pieces or parcels of land bearing Old Survey no. 6, Hissa no. 1, New Survey no. 6/2 (after sub-division) admeasuring 1160 sq. mtrs. lying at Village Kolivali, Taluka Kalyan situated at Adharwadi, Kalyan (West) within the registration District of Kalyan hereinafter referred to as the "**SAID PROPERTY C**").

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We have investigated the title to the Property on the request of our clients, VIKAS DEVELOPER through its Proprietor MR. VIKAS JAIN and copy of the documents listed herein below based on which we observe that:-

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

**ALL THOSE PART OF PLOT** being part of a larger plot admeasuring 20800 sq. mtrs. currently owned by Shree Complex Phase III Co-operative Housing Federal Society Limited bearing Survey no. 39/5, Survey no. 6 (P) (New Survey no. 6/1) of Village Kolivali, Adharwadi Jail Road, Kalyan (West) - 421301 and within the limits of Municipal Corporation





of Kalyan Dombivali (hereinafter referred to as the 'said Larger Plot'), specifically with respect to and occupied by:

- i. **ALL THOSE piece and part of** plot admeasuring 3773.58 sq. mtrs. entitled to members of PRATAPGAD CO-OPERATIVE HOUSING SOCIETY LIMITED occupying building no. A-6, A-7 and A-8 comprising of 96 flats (hereinafter referred to as the 'said Buildings') (the said Land and the said Buildings are hereinafter collectively referred to as the '**Said Property No. 1**');
- ii. **ALL THOSE piece and part of** land admeasuring 2351.26 sq. mtrs. entitled to members of VIKRAMGAD CO-OPERATIVE HOUSING SOCIETY LIMITED occupying building no. B-1, B-2, B-3 and B-4 comprising of 64 flats (hereinafter referred to as the '**Said Property No. 2**');
- iii. **ALL THOSE piece and part of** land admeasuring 3773.58 sq. mtrs. entitled to members of VISHALGAD CO-OPERATIVE HOUSING SOCIETY LIMITED (hereinafter referred to as the 'said Land') occupying building no. A-1, A-2 and A-3 comprising of 96 flats (hereinafter referred to as the '**Said Property No. 3**') AND
- iv. **ALL THOSE piece and part of** land admeasuring 2391.60 sq. mtrs. entitled to members of SINHAGAD CO-OPERATIVE HOUSING SOCIETY LIMITED occupying building no. C-2, C-3, C-4 and C-5 comprising of 64 flats (hereinafter referred to as the '**Said Property No. 4**');

(the Said Property No. 1, 2, 3 and 4 shall be hereinafter referred to collectively as "**SAID PROPERTY A**").

**ALL THOSE** pieces and parcels of an undivided portion of said property adm. 1876.50 sq. mtrs. out of the said property totally adm. 12350 sq. mtrs. bearing Survey No. 39, Hissa No. 1/1, situate, lying and being at Mauje Kolivali, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registrar Thane, Taluka Kalyan and Dist. Thane hereinafter referred to as the "**SAID PROPERTY B**").

**ALL THOSE** pieces or parcels of land bearing Old Survey no. 6, Hissa no. 1, New Survey no. 6/2 (after sub-division) admeasuring 1160 sq. mtrs. lying at Village Kolivali, Taluka Kalyan situated at Adharwadi, Kalyan (West) within the registration District of Kalyan hereinafter referred to as the "**SAID PROPERTY C**").

## 2. The Documents of Allotment/Ownership/development of the Said Property A, B and C:

### Documents of Allotment/Ownership/development of the Said Property A

- a) Registered Agreement for Sale dated 25<sup>th</sup> January 1993 between Shri. Maruti Ganpat Shelar and 21 others (therein referred to as Vendors) and (i) Shri. Vikram Chinubhai Shah, (ii) Shri. Bharat Chimanbhai Parekh, iii. Shri. Nilesh Chimanbhai Parekh in respect of the said Larger Plot.
- b) Copy of N.A. Order obtained vide No. JAM/BAB/2/NAP/SR/2/93 dated 23<sup>rd</sup> April 1993.
- c) Copy of Deed of Conveyance dated 27<sup>th</sup> March 2019 between Shri. Maruti Ganpat Shelar and 21 others (therein referred to as the "Owners/Vendors") and Shree Complex Phase III Co-operative Housing Federal Society Limited (therein referred to as the "Owners/Vendors") and M/S. Landmark Constructions.
- d) Copy of Development Agreement dated 11<sup>th</sup> March 2021 entered into by and between (i) Pratapgad Co-operative Housing Society Ltd. through its Mrs. Anita A. Naik (Chairman), Mr. R K Menon (Secretary) and Mr. Taradeep Bose (Treasurer) (therein referred to as the Society) of first part, (ii) Mr. Sameer R. More and 81 members (the Members of the said Society, therein referred to as The Existing Members) of Second part, (iii) Vikas Developer through its proprietor Mr. Vikas Jain (therein referred to as the Developer) of Third Part, and (iv) Shree Complex Phase III Co-operative Housing Federal Society Limited through Mr. Raosaheb Madhav Aher (Chairman), Smt.







Deepashree Shetty (Secretary) and Kumar Gunjan (Treasurer) (therein referred to as the Apex Body) of Fourth Part registered before the Sub-Registrar of Assurances at Kalyan with registration no. Regn.no. 5614 of 2021;

- e) Copy of Development Agreement dated 06<sup>th</sup> April, 2021 entered into by and between (i) Vikramgad Co-operative Housing Society Ltd. through its Mr. Dattatray Mulgund (Chairman), Mr. Punjaram Borse (Secretary) and Mr. Neeraj Kanoje (Treasurer) (therein referred to as the Society) of first part, (ii) Mr. Reshma Swapnil Torne and 63 members (the Members of the said Society, therein referred to as The Existing Members) of Second part, (iii) Vikas Developer through its proprietor Mr. Vikas Jain (therein referred to as the Developer) of Third Part, and (iv) Shree Complex Phase III Co-operative Housing Federal Society Limited through Mr. Raosaheb Madhav Aher (Chairman), Smt. Deepashree Shetty (Secretary) and Kumar Gunjan (Treasurer) (therein referred to as the Apex Body) of Fourth Part registered before the Sub-Registrar of Assurances at Kalyan with registration no. Regn.no. 7818 of 2021.
- f) Copy of Development Agreement 18<sup>th</sup> November, 2021 entered into by and between (i) Vishalgad Co-operative Housing Society Ltd. through its Mrs. Rupali Mane (Chairman), Mr. Kumar Gunjan (Secretary) and Mr. Yogesh Salian (Treasurer) (therein referred to as the Society) of first part, (ii) Mrs. Rajani Funde and 95 members (the Members of the said Society, therein referred to as The Existing Members) of Second part, (iii) Vikas Developer through its proprietor Mr. Vikas Jain (therein referred to as the Developer) of Third Part, and (iv) Shree Complex Phase III Co-operative Housing Federal Society Limited through Mr. Raosaheb Madhav Aher (Chairman), Smt. Deepashree Shetty (Secretary) and Kumar Gunjan (Treasurer) (therein referred to as the Apex Body) of Fourth Part registered before the Sub-Registrar of Assurances at Kalyan with registration no. Regn.no. 21345 of 2021.
- g) Copy of Development Agreement dated 31<sup>st</sup> January, 2022 entered into by and between (i) Sinhgad Co-operative Housing Society Ltd. through its Mr. Harishchandra Mhatre (Chairman), Mr. Sarojkumar Tiwari (Secretary) and Mr. Stephen Fernandes (Treasurer) (therein referred to as the Society) of first part, (ii) Mrs. Archana Tiwari and 63 members (the Members of the said Society, therein referred to as The Existing Members) of Second part, (iii) Vikas Developer through its proprietor Mr. Vikas Jain (therein referred to as the Developer) of Third Part, and (iv) Shree Complex Phase III Co-operative Housing Federal Society Limited through Mr. Raosaheb Madhav Aher (Chairman), Smt. Deepashree Shetty (Secretary) and Kumar Gunjan (Treasurer) (therein referred to as the Apex Body) of Fourth Part registered before the Sub-Registrar of Assurances at Kalyan with registration no. Regn.no. 2378 of 2022.

**Documents of Allotment/Ownership/development of the Said Property C**

- h) Copy of Registered Deed of Conveyance dated 21<sup>st</sup> January, 2020 of Sale between Mr. Rakesh Chandrakant Jadhav (therein referred to as Vendor), M/s. Vikas Developer (therein referred to as Purchaser) and Mr. Navin Prasad (therein referred to as Confirming Party).

**Documents of Allotment/Ownership/development of the Said Property B**

- i) Copy of registered Deed of Conveyance dated 28<sup>th</sup> June, 2021 between Mr. Ramesh Chandrakant Dhone and others (Owners) and Vikas Developer (Purchaser) and M/s. Kalyan Development Corporation (Confirming Parties).
- j) **Thus VIKAS DEVELOPER thought its proprietor MR. VIKAS JAIN, acquired development rights in respect of the Said Property A vide four separate**





**Development Agreements and ownership rights in respect of the Said Property B and C vide two separate Deed of Conveyance.**

3. 7/12 EXTRACT:

- a. **FOR SAID PROPERTY A** - 7/12 extract or property card shows that the Survey no. 39/5 and New Survey no. 6/1/3 together consist of 20800 sq.mtrs which stands in the name of Shree Complex Phase III Co-operative Housing Federal Society Limited vide mutation entry no. 1117 and 1251.
  - b. **FOR SAID PROPERTY B** - 7/12 Extract of Survey No. 39/1/A the total area of the land is 1H-14R-00P. Out of which some portion of the land admeasuring 0H-07R-47P, stands in the name of Kamleshwar Bideshwar Jha and Bideshwar Sudhanand Jha. Further some portion of the land admeasuring 0H-15R-98P stands in the name of Kalyan Dombivili Municipal Corporation. And the remaining land admeasuring 0H-90R-55P stands in the name of Muktabai Chandrakant Dhone and others out of which 1876 sq. mtrs. stands in the name of VIKAS DEVELOPER thought its proprietor MR. VIKAS JAIN vide mutation entry no.1253.
  - c. **FOR SAID PROPERTY C** - 7/12 extract or property card shows that the Survey no. 6 Hissa No. 2 consist of 1160 sq.mtrs which stands in the name of VIKAS DEVELOPER thought its proprietor MR. VIKAS JAIN vide mutation entry no.1157.
4. Search Report issued by Mr. Akshay Kinjale for the searches conducted via online from the Sub-Registrar of Assurances at Kalyan in relation to the Scheduled Property for the period extending from 1992 to 2022 (30 years).
5. A Public Notice dated 08<sup>th</sup> September, 2022 was published in "Mumbai Lakshadeep" and "Active Times".
6. On perusal of the above mentioned documents and all other relevant documents relating to title of the Said Property A, B and C, we are of the opinion that the title of VIKAS DEVELOPER thought its proprietor MR. VIKAS JAIN has clear marketable title of ownership and development rights to develop the Said Property A, B and C.
7. **Qualifying comments/remarks if any:** In view of and subject to what is stated hereinabove and more particularly subject to our observations in **Annexure 'A'**, the said VIKAS DEVELOPER thought its proprietor MR. VIKAS JAIN has clear marketable title of ownership and development rights to develop the Said Property A, B and C.

The report reflecting the flow of the title of **VIKAS DEVELOPER** thought its proprietor **MR. VIKAS JAIN** in respect of the said Property A, B and C, is enclosed herewith as **Annexure-A**.

**Enclosed:**

1. Annexure 'A'- Flow of Title

Date: 23<sup>rd</sup> September, 2022

FOR M/S. S. C. LEGALS  
  
ADV. C. D. AGRAWAL  
PARTNER





**Annexure 'A'**

**FLOW OF TITLE OF THE SAID PROPERTY**

1. **For Said Property A** - 7/12 extract or property card shows that the Survey no. 39/5 and New Survey no. 6/1/3 together consist of 20800 sq.mtrs which stands in the name of Shree Complex Phase III Co-operative Housing Federal Society Limited vide mutation entry no. 1117 and 1251.

**For Said Property B** - 7/12 Extract of Survey No. 39/1/A the total area of the land is 1H-14R-00P. Out of which some portion of the land admeasuring 0H-07R-47P, stands in the name of Kamleshwar Bideshwar Jha and Bideshwar Sudhanand Jha. Further some portion of the land admeasuring 0H-15R-98P stands in the name of Kalyan Dombivili Municipal Corporation. And the remaining land admeasuring 0H-90R-55P stands in the name of Muktabai Chandrakant Dhone and others out of which 1876 sq. mtrs. stands in the name of VIKAS DEVELOPER through its proprietor MR. VIKAS JAIN vide mutation entry no.1253.

**For Said Property C** - 7/12 extract or property card shows that the Survey no. 6 Hissa No. 2 consist of 1160 sq.mtrs which stands in the name of VIKAS DEVELOPER thought its proprietor MR. VIKAS JAIN vide mutation entry no.1157.

2. **MUTATION ENTRY NO.1117:** The name of Said Shree Complex Phase-3 Co-operative Housing federal Society Ltd. was recorded in record of rights in respect of Survey No. 39/5.

**MUTATION ENTRY NO.1251:** The name of Said Shree Complex Phase-3 Co-operative Housing federal Society Ltd. was recorded in record of rights in respect of Survey No. 6/1/3.

**MUTATION ENTRY NO.1253:** The name of VIKAS DEVELOPER through its proprietor MR. VIKAS JAIN was recorded in record of rights in respect of Survey No. 39/1/A.

**MUTATION ENTRY NO.1157:** The name of VIKAS DEVELOPER through its proprietor MR. VIKAS JAIN was recorded in record of rights in respect of Survey No. 6/2.

3. Search report dated 23<sup>rd</sup> September, 2022 issued by Mr. Akshay Kinjale for the online searches conducted in the office of the Sub-Registrar of Assurances at Kalyan in relation to the Scheduled Property for the period extending from 1992 to 2022 (30 years).

4. **Any other relevant title:**  
Not applicable

5. **Litigation if any:**  
We have been informed by VIKAS DEVELOPER that there is no pending litigation affecting the said Property.

FOR M/S. S.C. LEGALS

*Chetan D. Agrawal*

ADV. CHETAN D. AGRAWAL  
PARTNER