

Date 4<sup>th</sup> April 2023

Ref No: 108/TR/NM/2023-24

FORMAT - A  
(CIRCULAR 28/2021 DATED 08/03/2021)

To,  
The Maharashtra Real Estate Regulatory Authority  
(MAHARERA)  
6<sup>th</sup> & 7<sup>th</sup> Floor, Housefin Bhavan, Plot No. C - 21, E-  
Block, Bandra Kurla Complex, bandra (East),  
Mumbai: 400051

**LEGAL TITLE REPORT**

SUB: - Title clearance certificate for piece and parcel of land bearing Survey no.'s, 39, Hissa no. 3/2/A, 39, Hissa no. 3/2/C, 39, Hissa no. 3/2/D, 39, Hissa no. 3/2/E, and 39, Hissa no. 3/2/E, in aggregate admeasuring 5016.16 Sq. Meters or thereabout, having building known as 1] KASTURIGRAM CO-OP. HSG. SOCIETY LTD., consisting of A-1, A-2, A-3, A-4, B-1, B-2, Six Wings consisting of 92 Flats and three Bungalows standing thereon, and 2] KASTURIGRAM E-WING CO-OP. HSG. SOCIETY LTD, having one wing numbered A-5 consisting of 12 Flats, lying, being and situate at Village-Gandhare, Taluka-Kalyan, District-Thane within the limits of Kalyan Dombivali Municipal Corporation ("said Plot").

We have investigated title of said plot on the request of M/S. BALAJI WORLD, represented by its partner, Shri. Gul Jairamdas Panjwani, having registered office at Satra Plaza, 9th Floor, Office No. 904, Plot no. 19 and 20, Sector 19 D, Vashi, Navi Mumbai, ["DEVELOPER"], which Plot is in possession of the Developer, on the basis of following documents which were produced before us:

- 1) Copies of Search Reports Dated 27.03.2022. (Search Report by Om Enterprises, Property Investigator and Advisor);
- 2) Copies of 7/12 Extracts of the said Plot;
- 3) Copies of 5 Agreements for Sale (unregistered), all dated the 15th November, 1990;

**LAW COUNSELLORS | ADVOCATES & SOLICITORS**

~Navi Mumbai~

407/412 | Satra Plaza | Sector 19-D  
Palm Beach Road  
Vashi | Navi Mumbai : 400 703

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- 4) Copy of Registered Deemed Conveyance Agreement dated 24th March 2022 bearing Document Sr. No. KLN2-7030-2022;
- 5) Copies of two Orders both dated the 14th October 2022, with respect to Kasturi Gram C.H.S Ltd.; (Order bearing reference no. 2470 of 2022) and Kasturi Gram E- Wing Cooperative Housing Society Ltd; (Order bearing reference no. 2469 of 2022), by the Deputy Registrar of Co-operative Societies, Kalyan Taluka, Kalyan;
- 6) Copy of Registered Re-Development Agreement dated 03rd February 2023 for Kasturigram E-Wing Co-Op. Hsg. Society Ltd bearing document no. KLN-2-2600-2023 and Registered Re-Development 10.03.2023 for Kasturigram Co-Op. Hsg. Society Ltd bearing document no. KLN-2-5726-2023.

On perusal and evaluation of the above mentioned agreements, deeds and other relevant documents relating to title of the said plot as produced before us, we are of the opinion that the title of M/S. BALAJI WORLD is clear, marketable and without any encumbrances subject to finding given in Annexure -A.

Owners of the said Plot: Kasturigram C.H.S Ltd & Kasturigram E-Wing C.H.S Ltd.

Developers of the said Plot: M/s. Balaji World.

The report reflecting the flow of the title of M/S. BALAJI WORLD with respect to the said land is enclosed herewith as Annexure-A.

Encl: Annexure-A  
Date: 4<sup>th</sup> April 2023

  
  
M/s. Law Counsellors  
Advocates & Solicitors



**ANNEXURE- A**

(CIRCULAR 28/2021 DATED 08/03/2021)

**FLOW OF TITLE OF THE SAID PLOT****I. FLOW OF TITLE:**

- 1) Mr. Kashiram R. Iyer was seized and possessed of otherwise well and sufficiently entitled to all the piece and parcel of land bearing Survey no. 39, Hissa no.3 (part), (new Survey no. 39/3/2/A), lying and being situated at Village Gandhare, Taluka Kalyan District Thane within the limit of Kalyan Dombivali Municipal Corporation ("*Portion 1*").
- 2) By and under unregistered Agreement for Sale dated 15th November 1990, executed **BETWEEN Vendor: Mr. Kashiram R. Iyer, Purchaser: M/s. Sheetal Construction Company, a partnership firm, and Confirming Party: M/s. Meraj Builders, a partnership firm, Mr. Kashiram R. Iyer agreed to sell and M/s. Sheetal Construction Company agreed to purchase *Portion 1*** on such terms, condition and consideration mentioned therein and in pursuant to Agreement for Sale, Mr. Kashiram R. Iyer also executed Power of Attorney in favour of Shri. Jagdish N. Lodaria partner of M/s. Sheetal Construction Company to do all acts, deeds and things set out therein in respect of *Portion 1*.
- 3) Mr. Mohammad Mazharul Haque Abdul Kureshi was seized and possessed of otherwise well and sufficiently entitled to all the piece and parcel of land bearing Survey no. 39, Hissa no.3 (part), (new Survey no.



39/3/2/C), lying and being situate at Village Gandhare, Taluka Kalyan District Thane within the limit of Kalyan Dombivili Municipal Corporation (*"Portion 2"*).

- 4) By and under unregistered Agreement for Sale dated 15th November 1990, executed BETWEEN Vendor: Mr. Mohammad Mazharul Haque Abdul Kureshi, Purchaser: M/s. Sheetal Construction Company, a partnership firm, and Confirming Party: M/s. Meraj Builders, a partnership firm, Mr. Mohammad Mazharul Haque Abdul Kureshi agreed to sell and M/s. Sheetal Construction Company agreed to purchase *Portion 2* on such terms, conditions and consideration mentioned therein and in pursuant to said Agreement for Sale, Mr. Mohammad Mazharul Haque Abdul Kureshi also executed Power of Attorney in favour of Shri. Jagdish N. Lodaria partner of M/s. Sheetal Construction Company to do all acts, deeds and things set out therein in respect of *Portion 2*.
- 5) Mr. K. R. Krishnan was seized and possessed of otherwise well and sufficiently entitled to all the piece and parcel of land bearing Survey no. 39, Hissa no.3 (part), (new Survey no. 39/3/2/D), lying and being situate at Village Gandhare, Taluka Kalyan District Thane within the limit of Kalyan Dombivali Municipal Corporation (*"Portion 3"*).
- 6) By and under unregistered Agreement for Sale dated 15th November 1990, executed BETWEEN Vendor: Mr. K R Krishnan, Purchaser: M/s. Sheetal Construction Company, a partnership firm, and Confirming Party: M/s. Meraj Builders, a partnership firm, Mr. K R Krishnan agreed to sell and



M/s. Sheetal Construction Company agreed to purchase "*Portion 3*" on such terms, condition and consideration mentioned therein and in pursuant to Agreement for Sale, Mr. K R Krishnan also executed Power of Attorney in favour of Shri. Jagdish N. Lodaria partner of M/s. Sheetal Construction Company to do all acts, deeds and things set out therein in respect of "*Portion 3*".

7) From the search carried out by the Search Clerk as provided by M/s. Balaji World there is one entry of a Sale Deed between Mr. K. R. Krishnan and Dilip Ramakrishnan Nambir alias Suresh as the Vendor and Shri. Abdul Rahim Zahir Ahmed Qureshi & Shri. Aslam Zahir Ahmed Qureshi dated 8th February 2022 and same is registered before the Sub-Registrar office Kalyan - 2. The said Sale Deed is executed after the plots were jointly developed by M/s Sheetal Developers and the occupancy certificates were granted to the respective Societies. Therefore, the said transfer of land is bad in law as Mr. K. R. Krishnan was not having absolute and marketable title to transfer it to Shri. Abdul Rahim Zahir Ahmed Qureshi & Shri. Aslam Zahir Ahmed Qureshi. [See search report at Annexure-1].

8) Mr. V. Radhakrishnan was seized and possessed of otherwise well and sufficiently entitled to all the piece and parcel of land bearing Survey no. 39, Hissa no.3 (part), (new Survey no. 39/3/2/E), lying and being situate at Village Gandhare, Taluka Kalyan District Thane within the limit of Kalyan Dombivali Municipal Corporation ("*Portion 4*").

9) By and under unregistered Agreement for Sale dated 15th November



1990, executed **BETWEEN Vendor: Mr. V. Radhakrishnan, Purchaser: M/s. Sheetal Construction Company, a partnership firm, and Confirming Party: M/s. Meraj Builders, a partnership firm, Mr. V. Radhakrishnan** agreed to sell and M/s. Sheetal Construction Company agreed to purchase **Portion 4** on such terms, condition and consideration mentioned therein and in pursuant to Agreement for Sale, Mr. V. Radhakrishnan also executed Power of Attorney in favour of Shri. Jagdish N. Lodaria partner of M/s. Sheetal Construction Company to do all acts, deeds and things set out therein in respect of **Portion 4**.

10) Mr. Vastimal Sheshmal Jain was seized and possessed of otherwise well and sufficiently entitled to all the piece and parcel of land bearing Survey no. 39, Hissa no.3 (part), (new Survey no. 39/3/2/F), lying and being situate at Village Gandhare, Taluka Kalyan District Thane within the limit of Kalyan Dombivili Municipal Corporation ("**Portion 5**").

11) By and under unregistered Agreement for Sale dated 15th November 1990, executed **BETWEEN Vendor: Mr. Vastimal Sheshmal Jain, Purchaser: M/s. Sheetal Construction Company, a partnership firm, and Confirming Party: M/s. Meraj Builders, a partnership firm, Mr. Vastimal Sheshmal Jain** agreed to sell and M/s. Sheetal Construction Company agreed to purchase Portion 5 on such terms, condition and consideration mentioned therein and in pursuant to Agreement for Sale, Mr. Vastimal Sheshmal Jain have also executed Power of Attorney in favour of Shri. Jagdish N. Lodaria partner of M/s. Sheetal Construction Company to do all acts, deeds and



things set out therein in respect of Portion 5.

12) By amalgamating Portion 1, 2, 3, 4 and 5 in aggregate admeasuring 5016.16 Sq. Mtrs or thereabouts ("the said Plot), M/s. Sheetal Construction Company submitted plan to Kalyan Dombivali Municipal Corporation and Kalyan Dombivali Municipal Corporation approved and sanctioned plan by issuing certificate bearing outward no. KMC/NRV/BP/KV/304-63 dated 13.06.1991 and KMC/NRV/BP/KV/352-70 dated 26<sup>th</sup> July 1991 under which M/s. Sheetal Construction Company developed the entire property by constructing Building Wing A (A-1, A-2, A-3, A-4, A-5), wing B (B-1, B-2) and three Bungalows thereupon.

13) Kalyan Dombivali Municipal Corporation granted Completion Certificate bearing outward no. KMP/NRV/CC/KV/77 dated 18<sup>th</sup> May 1993 in respect of the Building nos. B1 and B2, under Certificate bearing outward no. KMP/NRV/CC/KV/431 dated 01.11.1993 in respect of the Building nos. A1 and A2, under Certificate bearing outward no. KMP/NRV/CC/KV/197 dated 13<sup>th</sup> June 1994 in respect of the Building nos. Wing C, Wing D and Wing E (i.e. A3, A4 and A5) and under Certificate bearing outward no. KMP/NRV/CC/KV/344 dated 16<sup>th</sup> October 1996 for Bungalow nos.1, 2 and 3.

14) The Flat Purchasers in the Buildings viz. Wing A-1, A-2, A-3, A-4, B-1 and B-2 formed and registered a Co-operative Housing Society in the name and style as "Kasturi Gram Co-Operative Housing Society



Limited" bearing Registration no. TNA/KLN/HSG(T.C.)/7557/1995-96 dated 15<sup>th</sup> July 1995.

15) The Flat Purchasers of E-Wing formed and registered a separate Co-operative Housing Society in the name and style as "Kasturi Gram E-Wing Co-Operative Housing Society Limited" bearing Registration no. TNA/KLN/HSG (T.C.)/26488/ 2014-15 dated 30<sup>th</sup> May 2014.

16) By and under a Deed of Conveyance (Deemed/Unilateral) dated 24<sup>th</sup> March 2022 registered in the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. no. 7030/2022, made and executed between 1. Shri V. Radhakrishnan, 2. Shri K.R. Krishnan, 3. Shri Kashiram R. Iyer, 4. Shri Vastimal Sheshmal Shah and 5. Shri. Mohmad Majrul Adbul Kureshi through Shri Kiran Sonawane, District Deputy Registrar, Co-operative Societies Thane District and the Competent Authority, as per the Powers conferred upon him u/s 5A of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963, as Party of the First Part and on account of defaulting Builder/ Promoter M/s Sheetal Construction Co., as the First Confirming Party/Party of the Second Part and Kasturi Gram C.H.S Ltd. and Kasturi Gram E wing CHS Ltd. herein and therein called and referred to as Purchasers as the Party of the Third Part, the Kasturi Gram C.H.S Ltd and Kasturi Gram E wing herein acquired an total area aggregating 5016.16 sq. mtrs. or thereabout, as absolute owners vide the order of deemed conveyance bearing no. 1609/2022 dated 14<sup>th</sup> March



2022 passed by the District Deputy Registrar.

17) In pursuant to the aforesaid Deed of Conveyance (Deemed / Unilateral) dated 24.03.2022, the name of Kasturi Gram C.H.S Ltd. and Kasturi Gram E-wing C.H.S Ltd. has been mutated in the records of rights as absolute owners of the said Property vide mutation entry no. 1541 and in view thereof 1] KASTURI GRAM C.H.S LTD., is seized and possessed off and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey Nos. 39/3/2/A, 39/3/2/C, 39/3/2/F, 39/3/2/D and 39/3/2/E, and 2] KASTURI GRAM E- WING CO- OPERATIVE HOUSING SOCIETY LTD. is seized and possessed off otherwise well and sufficiently entitled to all that piece and part parcel of land bearing Survey No, 39/3/2/A, lying and being situated at Village Gandhare, Taluka Kalyan, District Thane within the limit of Kalyan Dombivali Municipal Corporation.

18) Since, the buildings on which the societies, 1] Kasturi Gram C.H.S Ltd, and 2] Kasturi Gram E- Wing Co-Operative Housing Society Limited, due to efflux of time became dilapidated, the members came together for and agreed for redevelopment of the said buildings and appointed M/s Balaji World as the Developers for carrying out the redevelopment agreement.

19) The procedures for the appointment as mandated under the provisions of Maharashtra Co-op Housing Society, 1960 were followed by the Society. Vide two Orders both dated the 14.10.2022, with respect to



KASTURI GRAM C.H.S LTD.; (Order bearing reference no. 2470 of 2022) and KASTURI GRAM E- WING COOPERATIVE HOUSING SOCIETY LTD; (Order bearing reference no. 2469 of 2022), the Deputy Registrar of Co-operative Societies, Kalyan Taluka, Kalyan, under 79 (A) of the Maharashtra State Co-operative Societies Act, recommended/confirmed the appointment of M/s Balaji World, as a Developer for carrying out the Re-Development of Kasturi Gram E Wing CHS Ltd. and Kasturi Gram CHS Ltd.

20) Vide registered Development Agreement dated the 3<sup>rd</sup> February 2023 executed between Kasturi Gram E-Wing Co- Operative Housing Society Limited (as the Co-op Society therein), M/s. Balaji World (as the Developer therein) and the Members of Kasturi Gram E- Wing Co- Operative Housing Society Limited (as the Confirming Party therein), executed the development agreement and registered the same before the office of the Joint Sub-Registrar Class-2 Kalyan bearing registration No. KLN-2-2600-2023, together with the Power of Attorney executed incidental thereto. Thus, the Developer i.e., M/s. Balaji World, acquired the Development rights from the said Society.

21) Vide, registered Re-Development agreement dated 10<sup>th</sup> March 2023 executed between Kasturi Gram Co-Operative Housing Society Limited (as the Society therein), M/s. Balaji World (as the Developer therein) and the Members of Kasturi Gram Co-Operative Housing Society Limited (as the Confirming Party therein), executed the development agreement and

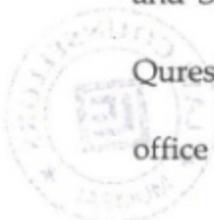


registered the same before the office of the Joint Sub-Registrar Class-2 Kalyan bearing registration No. KLN2-5726-2023, together with the Power of Attorney executed incidental thereto. Thus, the Developer i.e., M/s. Balaji World, acquired the Development rights from the said Society.

22) In essence, the Developer i.e., M/s. Balaji World in pursuant to the aforementioned Development Agreements is in possession of the said Plot with a clear, marketable title and free from all encumbrances and is entitled to deal with the said Plot in the manner they deem fit and proper for the purpose of redevelopment.

## II. SEARCH:

We have perused the search report provided by M/s. Om Enterprises, Property Investigator and Advisor, for 30 years from 1994 to 2023 of the Index II, maintained at the office of Registrar of Sub-Assurances, Kalyan-1, Kalyan-2, Kalyan-3, Kalyan-4 and Kalyan-5. M/s. Om Enterprises, Property Investigator and Advisor, have submitted their five Certificates all dated the 27<sup>th</sup> March 2022. There is no transaction and/or adverse entry at the respective Registrar offices. However, an entry of Sale Deed dated the 8<sup>th</sup> February 2022 (registered on 8<sup>th</sup> February 2022), executed by and between Mr. K. R. Krishnan and Dilip Ramakrishnan Nambir alias Suresh as the Vendor and Shri. Abdul Rahim Zahir Ahmed Qureshi & Shri. Aslam Zahir Ahmed Qureshi dated 8<sup>th</sup> February 2022 and same is registered before the Sub-Registrar office Kalyan - 2. The said Sale Deed is executed after the plots were jointly



developed by M/s Sheetal Developers and the occupancy certificates were granted to the respective Societies. Therefore, the said transfer of land is bad in law as Mr. K. R. Krishnan was not having absolute and marketable title to transfer it to Shri. Abdul Rahim Zahir Ahmed Qureshi & Shri. Aslam Zahir Ahmed Qureshi. A copy of the said search Certificates is annexed hereto and marked as "Annexure 1".

III. LITIGATION:

No pending Litigation is found with respect to the said Plot and/or the title of M/s/ Balaji World in the said Plot.

Subject to what is stated hereinabove we say that the title of M/S. BALAJI WORLD with respect to the said Property is clear and marketable. We further say that based on what is stated hereinabove, M/S. BALAJI WORLD is entitled to re- develop, market and sell the said property.

This certificate is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of acts or of law may cause a corresponding change in our certificate.

Dated this 4<sup>th</sup> Day of April, 2023  
Place: Vashi, Navi Mumbai.

  
  
M/s. Law Counsellors  
Advocates & Solicitors

