

Ref: Parinee/TC/362/2021

Date: 17.06.2022

To,
Maharashtra Real Estate Regulatory Authority, (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 all that piece and parcel of leasehold land being Plot no.5 in layout of Maharashtra Housing and Area Development Authority(MHADA) admeasuring 938.10 Sq. Mtrs. (*as per lease Agreement*) and 960.88 square meters (*as per demarcation given by MHADA which includes Tit Bit of 22.78 square meters*) bearing CTS No.1 (pt) of Village Vile Parle, Taluka Andheri situate on North South Road No.10, Juhu Vile Parle Development scheme, Mumbai 400049 (**"the said Plot"**).

We have investigated the title of the Vir Bhuvan Co-operative Housing Society Limited a Society registered under the provisions of Maharashtra Co-operative Housing Society Act, 1960 under registration no. BOM/(W)/K-W/HSG/(TC)/9632/98-99 having its registered office at 5, N. S. Road No.10, J.V.P.D. Scheme, Mumbai - 400 049 (hereinafter referred to as **"the Society"**) to the said Plot and entitlement of our client viz. M/s. Parinee Vir Bhuvan Redevelopment Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 2013 and having its registered address at 102/103, Smag House, 1st Floor, Plot no.157-A, Sarojini

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Road Extn., Opp. Darshana Apt., Vile Parle (West), Mumbai-400 056, (Herein referred to as **"the Developer"**) to redevelop the said Plot. In the course of investigation we have perused photocopies of the following documents:

- i. Property Register card in respect of said Plot viz. CTS No.1 of village Vile Parle, Taluka Andheri, Mumbai Sub-urban District;
- ii. Indenture of Lease dated 03.01.1964 registered under Sr. No. 74 of 1969;
- iii. Development Agreement dated 31st January, 2020 registered under Sr. No. BDR-18-1418-2020 with Joint Sub Registrar of Assurances at Andheri No.7;
- iv. Power of Attorney dated 31st January, 2020 registered under Sr. No. BDR-18-1419-2020 with Joint Sub Registrar of Assurances at Andheri No.7;
- v. Demarcation letter dated 14.06.2019 issued by MHADA
- vi. Offer Letter dated 28.12.2021 issued by MHADA;
- vii. N. O. C. dated 23.03.2022 issued by MHADA for the proposed redevelopment;
- viii. Plinth commencement certificate dated 14.06.2022 issued by MHADA;

On perusal of the above mentioned documents and all relevant documents relating to title of the said Plot, we are of the opinion that the title of the Society to the said Plot is clear and without any encumbrances and further to that the Developer is entitled to



undertake development of the said Plot in terms and conditions of the Development Agreement dated 31st January, 2020 and construct thereon a new multi-storied building in accordance with the approvals and permission granted by the concerned authority.

The report reflecting the flow of title of the Society to the said Plot and the entitlement of the Developer to redevelop the said Plot is enclosed herewith and marked as Annexure 'A'.

Yours faithfully

For LAKSHMI MURALI & ASSOCIATES


LAKSHMI MURALI
ADVOCATE

Encl: Annexure 'A'

Annexure 'A'

Flow of title of the said Plot and entitlement of the Developer

- 1) The Maharashtra Housing and Area Development Authority (hereinafter referred to as 'MHADA') (erstwhile The Maharashtra Housing Board, a body constituted under the Bombay Act XXI of 1960 and the Bombay Housing Board (Dissolution and Reconstitution) order, 1960) is the owner of the said Plot.
- 2) Byin manner and under a registered Indenture of Lease dated 03.01.1964 registered under Sr. No. 74 of 1969 and executed between MHADA and New Saurashtra Co-operative Housing Society Ltd. ("Erstwhile Society"), MHADA has given on lease
 - (i) Plot nos. 5 bearing CTS No. 1 (pt) admeasuring 938.10 sq. mts of village Vile Parle and
 - (ii) Plot no. 27 bearing CTS No. 106 (A) admeasuring 973.22 sq.mts of Village Andheri on the north side of Irla Nalla in the JVPD Scheme of Vile Parle.to the Erstwhile Society for a period of 99 years commencing from 1966.
- 3) Thereupon the Erstwhile Society constructed a building known as 'Vir Bhuvan' on said Plot comprising of ground plus 2 upper floors and consisting total 12 residential flats and 2 garages ("Old Building") and 'New Saurashtra' on the other plot. The said Plot and Old Building is hereinafter collectively referred to as **'the said Property'**.
- 4) The Society had allotted 12 flats and 2 garages in the Old Building to its members.

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- 5) The General Body of members of the Erstwhile Society had resolved to divide the Erstwhile Society into 2 different societies for the two buildings viz., Vir Bhuvan and New Saurashtra. And accordingly the Erstwhile Society applied to the Sub Registrar for sanction. Vide order/letter dated 30.5.1998, the Sub Registrar sanctioned bifurcation of the Erstwhile Society into 2 Societies and accordingly 2 societies came to be registered as under :
- (i) Saurashtra Co-operative Housing Society Ltd on Plot bearing no. 27 admeasuring 973.22 sq.mts. AND
 - (ii) Vir Bhuvan Co-operative Housing Society Ltd on Plot bearing no. 5 admeasuring 938.10 sq.mts.
- 6) The bifurcation of Erstwhile Society and formation of the new societies requires cancellation and/or rectification of original lease deed dated 03.01.1964 and execution and registration of new lease deed in favour of the newly formed societies. We are informed that this process is underway.

Development Rights:

- 7) The Vir Bhuvan Co-operative Housing Society Ltd. comprising of 12 members, resolved to undertake redevelopment of its building by demolition of the existing structure and constructing thereon a new building utilizing the entire plot potential for benefit of its members and allowing the saleable area for the Developer.
- 8) After tendering and short-listing the Vir Bhuvan CHS Ltd at its Special General Meeting dated 4.1.2019, in the presence of the



Deputy Registrar K/W, selected and appointed our client as a developers to undertake the redevelopment of its building.

- 9) Our client is incorporated to undertake the redevelopment of the said Property in accordance with the said provisions.
- 10) Under a registered Development Agreement dated 31.1.2020 between Vir Bhuvan Co-operative Housing Society Ltd (**Society**), Parinee Vir Bhuvan Redevelopment Private Limited (**Developer**), Parinee reality Private Limited (**Confirming Party**) and 12 members of the Society (**Members**), the Vir Bhuvan CHS Ltd has granted the development rights in respect of the said Property unto the Developer viz., Parinee Vir Bhuvan Redevelopment Private Limited on terms set out therein.

Representations:

- 11) Our client represents and warrants that there is no litigation and/or proceedings pending before any court/authority or no attachment notices issued by any statutory authorities in respect of the said Property.
- 12) Our Client further represents that the new lease deed in favour of the Vir Bhuvan CHS Ltd (resulting from bifurcation of the Erstwhile Society) will be executed by Maharashtra Housing and Area Development Authority (MHADA).
- 13) The Original Development agreement is in custody of M/s.Parinee Vir Bhuvan Redevelopment Private Limited and the development rights granted is valid, binding and subsisting.
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Certification:

Subject to the aforesaid terms, we hereby certify that title of the Society to the said Property is clear and marketable. Further the Developer is entitled to development rights of the said Property and the Developer entitlement in respect of the 'Developer Area' (As defined under the Development Agreement).

THE SCHEDULE ABOVE REFERRED TO

All that pieces and parcels of land bearing Plot No. 5, admeasuring about admeasuring 938.10 Sq. Mtrs. (*as per lease Agreement*) and 960.88 square meters (*as per demarcation given by MHADA which includes Tit Bit of 22.78 square meters*) bearing CTS No. 1(part) of Village Vile Parle, Taluka Andheri, lying and being situated at N.S. Road No.10, J.V.P.D. Scheme, Mumbai - 400 049 within the Registration Sub-District of Bandra and Bombay Suburban together with a building standing thereon known as 'Vir Bhuvan' comprising of building having ground plus 2 (Two) upper floors consisting of 12 (Twelve) residential flats and 2 (Two) independent garages and bounded as follows:

On or towards North by : Plot No. 6;

On or towards South by : 60 Ft Road Swami Samarth
Ramdas Road;

On or towards East by : Plot No. 16 Maharan Society;

On or towards West by : By 100 Ft N.S.Road No 10.

Dated this 17th day of June 2022

For LAKSHMI MURALI & ASSOCIATES



LAKSHMI MURALI
ADVOCATE