



**VIS LEGIS LAW PRACTICE**  
**ADVOCATES**

1101/1102, Raheja Chambers, Nariman Point, Mumbai : 400 021. **T** : +91 (022) 2288 5551 / 52 **E** : mumbai@vllp.co.in **W** :  
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To

MahaRERA,

**LEGAL TITLE REPORT**

**Sub:** Title clearance certificate with respect to:

- (i) All that piece and parcel of land or ground or plot situated and lying underneath and appurtenant to building No. 17 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 449.32 sq.mtrs of Village Hariyali, Kannamwar Nagar-1, Mumbai 400083 (hereinafter referred to as "**the First Property**")
- (ii) All that piece and parcel of land or ground or plot situated and lying underneath and appurtenant to building No. 19 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 449.32 sq. mtrs of Village Hariyali, Kannamwar Nagar-1, Vikhroli (East), Mumbai 400083 (hereinafter referred to as "**the Second Property**")
- (iii) All that piece and parcel of land or ground or situated and lying underneath and appurtenant to office building no. 5 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 305.41 sq. mtrs of Village Hariyali, Kannamwar Nagar-1, Vikhroli (East), Mumbai 400083 (hereinafter referred to as "**the Third Property**")
- (iv) All that piece and parcel of land or ground or situated and lying underneath and appurtenant to office building no. 6 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 342.28 sq. mtrs of Village Hariyali, Kannamwar Nagar-1, Vikhroli (East), Mumbai 400083 (hereinafter referred to as "**the Fourth Property**")

(The First Property, Second Property, Third Property & Fourth Property hereinafter collectively referred to as "**the said Properties**")

- (1) We have investigated the title of the said Properties on the request of M/s. Vaibhav Laxmi Builders and Developers and following documents i.e.:-
  - a) Deed of Sale dated 9th September 2015 bearing Registration No. KRL2/9045/2015.
  - b) Lease Deed dated 9th September 2015 bearing Registration No. KRL2/9044/2015.



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- c) Deed of Sale dated 9th September 2015 bearing Registration No. KRL2/9048/2015.
- d) Lease Deed dated 9th September 2015 bearing Registration No. KRL2/9047/2015.
- e) Order dated 4th July 2018 bearing reference no. DDRSS/MUMBAIBOARD/B1/AMALGAMATION/1032/2018 of Deputy Registrar of Societies, MHADA.
- f) Offer letter dated 26th July 2018 bearing reference no. CO/MB/REE/NOC/F1014/1271/2018 from MHADA to Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd.
- g) Development Agreement dated 1st December 2018 bearing registration no. KRL2/14138/2018 made and executed between Kannamwar Nagar Rangrekha Cooperative Housing Society Ltd and M/s Vaibhavlaxmi Builders & Developers.
- h) General Power of Attorney dated 1st December 2018 bearing registration no. KRL2/14139/2018 made and executed between Kannamwar Nagar Rangrekha Cooperative Housing Society Ltd and M/s Vaibhavlaxmi Builders & Developers.
- i) NOC dated 12th February 2019 bearing reference number CO/MB/REE/NOC/F1014/208/2019 from MHADA.
- j) Application dated 14th February 2019 from Kannamwar Nagar Rangrekha Cooperative Housing Society Ltd to MHADA
- k) Letter dated 6th July 2019 bearing reference no. CO/MB/REE/NOC/F1014/1017/2019 from MHADA to Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd.
- l) Revised Offer letter dated 7th December 2019 bearing reference no. CO/MB/REE/NOC/F-1014/1733/2019 from MHADA to Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd.
- m) Letter dated 17th August 2020 bearing reference no. EE/DE-VI/KD/MB/2112/2020 from MHADA to Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd.
- n) Letter dated 8th October 2020 bearing reference no. MH/EE/(BP)/GM/MHADA9/0216/2020/FCC/1/Amend from MHADA to M/s Vaibhavlaxmi Builders and Developers.



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o) NOC dated 12th May 2021 bearing reference number CO/MB/REE/NOC/F1014/1064/2021 from MHADA.

p) Search Report dated 18<sup>th</sup> November 2018.

(2) On perusal of the above mentioned documents and all other relevant documents relating to title of the said Properties, we are of the opinion that;

- a) Originally, the Maharashtra Housing and Area Development Authority (hereinafter referred to as "**the Authority**") was duly constituted with effect from the 5th day of December 1977, under government notification in the Public Works and Housing Development No. ARD 1077(1) Desk 44 dated 5th December 1977, the Maharashtra Housing Board (hereinafter referred to as "**the Board**") a corporation established under the Mumbai Housing Board Act, 1948 stood dissolved by operation of Section 15 of said Act. Under Clause (a) and (b) of Section 189 of the said Act all the properties, rights, liabilities, and obligations of the dissolved Board including those arising under any agreement or contract have become the properties, rights, liabilities and obligations of the Authority. The Board was possessed or otherwise well and sufficiently entitled to the said **Properties** which are more particularly defined in the reference part above. Accordingly, the said Properties vested in the Authority along with all rights, liabilities and obligations in respect thereof.
- b) The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as "the Subsidized Industrial Housing Scheme Board".
- c) The MHADA Board had, in pursuance of the aforesaid scheme, built two buildings bearing nos. 17 and 19 ("**said Buildings**") in the year 1960 on the First and Second Property each consisting of Ground plus three upper floors and having 16 tenements each. Whereas the Third and Fourth Property were designated for office buildings. However, the same were kept vacant.
- d) The authority as successor of the board became the owner of and/or otherwise well and sufficiently entitled to the said Properties along with the said buildings standing on First and Second Property.
- e) The tenements in the said Buildings were collectively allotted to 32 allottees for residential accommodation on rental basis which is more particularly described in Schedule II of the Deed of Sale executed for the respective Buildings.



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- f) The allottees and/or occupants of the said Buildings formed themselves into two registered Co-operative Housing Societies namely (i) Kannamwar Nagar Rangrekha Cooperative Housing Society Ltd. bearing Reg No. BOM(W-S)/HSG(TC)/9653/96-97 dated 3rd March 1997; (ii) Kannamwar Nagar Sunrise Co-operative Housing Society Ltd bearing Reg No. BOM(W-S)/HSG(TC)/9638/96-97 dated 18th December 1996 (hereinafter referred to as "**the said Societies**").
- g) MHADA at the request of the said Societies decided to convey the said Buildings by way of sale and to grant the land underneath and appurtenant thereto by way of lease subject to the terms, conditions and covenants therein contained.

**A. TITLE IN RESPECT OF THE FIRST PROPERTY**

- h) By a Deed of Sale dated 9th September 2015 duly registered at the office of the SubRegistrar of Assurances at Kurla under Serial No. KRL2/9045/2015, made and executed between MHADA and Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd, MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 17 for the terms and conditions mentioned therein.
- i) By an Indenture of Lease dated 9th September 2015 duly registered at the office of the Sub- Registrar off Assurances at Kurla under Serial No. KRL2/9044/2015, made and executed between MHADA and Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd, MHADA demised the land being First Property unto the society for a period of 30 (thirty) years for the first instance and renewable twice thereafter i.e., further 30 + 30 years commencing from 1st June 1991.
- j) The condition of the structure of the said building accommodating the 16 members of the Society had deteriorated and was not in proper habitable condition and did not contain the conveniences and maintenances required for proper habitation.
- k) The Society, along with Kannamwar Sunrise Co-operative Housing Society Ltd mutually decided to amalgamate into a single co-operative housing society in a common Special General Meeting held on 17th December 2017.
- l) Thereafter, the Society, along with Kannamwar Sunrise Co-operative Housing Society made an application to the Registrar of Co-operative Societies and consequently the Registrar vide an order bearing Ref No. DDRSS/MUMBAIBOARD/B1/AMALGAMATION/1032/2018 dated 4th July 2018 approved the amalgamation of the said Societies into a single amalgamated society viz. Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd bearing Regn. No. BOM(WS)/HSG(TC)/9653/1996-97.



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**B. TITLE IN RESPECT OF THE SECOND PROPERTY**

- m) By a Deed of Sale dated 9th September 2015 duly registered at the office of the SubRegistrar of Assurances under Serial No. KRL2/9048/2015, made and executed between MHADA and Kannamwar Nagar Sunrise Co-operative Housing Society Ltd, MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 19 for the terms and conditions mentioned therein.
- n) By an Indenture of Lease dated 9th September 2015 duly registered at the office of the Sub- Registrar of Assurances under Serial No. KRL2/9047/2015, made and executed between MHADA and Kannamwar Nagar Sunrise Co-operative Housing Society Ltd, MHADA demised the land being the Second Property unto the society for a period of 30 (thirty) years for the first instance and renewable twice thereafter i.e. further 30 + 30 years commencing from the 1st day of June 1991.
- o) The condition of the structure of the said building accommodating the present 16 members of the Society had deteriorated and was not in proper habitable condition and did not contain the conveniences and maintenances required for proper habitation.
- p) The Society, along with Kannamwar Rangrekha Co-operative Housing Society Ltd mutually decided to amalgamate into a single co-operative housing society in a common Special General Meeting held on 17th December 2017.
- q) Thereafter, the Society, along with Kannamwar Rangrekha Co-operative Housing Society made an application to the Registrar of Co-operative Societies and consequently the Registrar vide an order bearing Ref No. DDRSS/MUMBAIBOARD/B1/AMALGAMATION/1032/2018 dated 4th July 2018 approved the amalgamation of the said Societies into a single amalgamated society viz. Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd bearing Regn. No. BOM(WS)/HSG(TC)/9653/1996-97.
- r) MHADA Board vide its letter dated 26th July, 2018 bearing reference number CO/MB/REE NOC/F-1014/1271/2018 granted approval for utilization of additional BUA and balance BUA of layout under DCR33(5) dated 8th October 2013 and its modification dated 3rd July 2017 in respect of the said Buildings standing on First & Second Property. Allotment of additional buildable area of 3,577.24 m<sup>2</sup> (i.e. 3,236.24 m<sup>2</sup> for residential use + 341 m<sup>2</sup> for commercial use). The above allotment being on sub divided plot as per demarcation admeasuring about 1159.88 m<sup>2</sup> (i.e. 898.64 m<sup>2</sup>



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Lease area + 261.24 m<sup>2</sup> (Tit Bit area). Such approval was subject to payment of premium and fulfilment of the conditions as mentioned therein.

- s) By a Development Agreement dated 1st December 2018 duly registered with the Office of the Jt. Sub Registrar of Assurances at Kurla bearing Registration No. KRL2/14138/2018 made and executed between Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd ('amalgamated society") of the One part and M/s Vaibhavlakshmi Builders and Developers of the Other part (Developers), the said amalgamated society granted the development rights to the Developers at or for the terms, conditions and considerations contained therein.
- t) In pursuance of the aforesaid Development Agreement, the said amalgamated society executed an Irrevocable Power of Attorney dated 1st December 2018 duly registered with the Office of Jt. Sub Registrar of Assurances at Kurla bearing registration no. KRL2/14139/2018 and thereby appointed the partners of the Developers as their true and lawful attorneys and granted various powers and authorities to do various acts, deeds and things in respect of the redevelopment.
- u) MHADA Board vide its letter dated 12th February 2019 bearing reference number CO/MB/REE/NOC/F-1014/208/2019 addressed to the Executive Engineer, Building Permission Cell of MHADA informed that the amalgamated society has complied with all the requisites for allotment of additional buildable area & pro-rata BUA of layout and that their office has no objection if the said amalgamated society undertakes construction as per the proposal submitted by them.
- v) Application dated 14th February 2019 made by Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd to MHADA in respect of allotment of adjacent office building nos. 5 & 6.
- w) MHADA Board vide its letter dated 6th July 2019 bearing reference number CO/MB/REE/NOC/F-1014/1017/2019 granted approval for utilization of additional BUA and balance BUA of layout in respect of the said Buildings along with office building nos. 5 & 6. The proposal was approved on sharing basis subject to 1,592.79 m<sup>2</sup> being surrendered to MHADA for its residential tenement. Such approval was subject to payment of premium and fulfilment of the conditions as mentioned therein.
- x) MHADA Board vide its letter dated 7th December, 2019 bearing reference number CO/MB/REE NOC/F-1014/1733/2019 issued a revised offer thereby renewing the premium rates for utilization of additional BUA and balance BUA of layout already granted to the amalgamated society and office building nos. 5 & 6 vide above-mentioned letters dated 26th July, 2018 & 6th July, 2019. This revised offer was



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made in pursuance of Urban Development Department's order dated 20th August 2019.

- y) MHADA vide its letter dated 17th August 2020 bearing reference no. EE/DEVI/KD/MB/2112/2020 informed Kannamwar Nagar Rangrekha Co-operative Housing Society Ltd about the boundary demarcation of the said Properties conducted by them and noted that the total plot area was 1820.78 sq.mtrs.
- z) Building Permission Cell MHADA, vide its letter dated 8th October 2020 bearing reference no. MH/EE/(BP)/GM/MHADA-9/2016/2020/FCC/1/Amend addressed to M/s Vaibhavlaxmi Builders and developers, granted further Commencement Certificate/ Development Permission as per approved amended plans dated 28th August 2020.
- aa) MHADA Board vide its letter dated 12th May 2021 bearing reference number CO/MB/REE/NOC/F-1014/1064/2021 addressed to the Executive Engineer, Building Permission Cell of MHADA informed that the amalgamated society has complied with all the requisites including the payment of premiums under offer and revised offer letters dated 26th July, 2018, 6th July, 2019 & 7th December 2019 for allotment of additional buildable area & pro-rata BUA of layout and that their office has no objection if the said amalgamated society undertakes construction as per the proposal submitted by them.
- bb) In view of what is stated hereinabove and subject to the aforesaid conveyances and documents, it appears that MHADA is the beneficial owner of the said properties. We have not been provided with any document whereby the ownership rights of the said properties got vested in MHADA. Further, the said Societies have acquired leasehold rights in the First and Second Property by virtue of the respective lease deeds executed between them and MHADA. With respect to the Third and Fourth Property, the Developer has paid the necessary premiums towards its allotment and MHADA has issued NOC for development of the said Property. However, the Society is yet to execute the lease deed in respect of the Third and Fourth Property.
- cc) With respect to development rights in respect of the said Properties, it is observed that M/s Vaibhavlaxmi Builders and Developers is entitled to develop the said Properties by virtue of requisite documents being executed and the consent/NOC granted by MHADA. M/s Vaibhavlaxmi Builders and Developers is also entitled to sell the flat/units/premises/shops/offices and receive sale consideration thereof along with receiving sale consideration for the additional BUA granted excluding the 32 flats/tenements which will be allotted to the existing members of the said societies.

(3) **GENERAL:**



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- a) This Title Certificate is issued solely on the basis of the documents provided by you as mentioned in Para 1 hereinabove and we have no obligation to update this Title Certificate with any information or replies or documents received by us beyond this date.
- b) Unless specifically stated otherwise, we have not inspected or perused the original documents in respect of the said Properties.
- c) We are not qualified to and have not independently verified the area of the said Properties. We have referred to and retained the admeasurements in Hectare/Acres and sq. meters, as we have found them in various documents.
- d) Save as otherwise stated hereinabove, we have not issued any public notice to invite claims from the public at large in respect of title to the said Properties.
- e) For the purpose of this Title Certificate, we have assumed:
  - i. The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
  - ii. That there have been no amendments or changes to the documents examined by us.
  - iii. The accuracy and completeness of all the factual representations made in the documents.
  - iv. That all prior documents have been adequately stamped and duly registered.
  - v. Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Title Certificate is correct and otherwise genuine.
  - vi. Each document binds the parties intended to be bound thereby. vii) Photocopies provided to us are accurate photocopies of originals.
  - vii. For the purposes of this Title Certificate, we have relied upon information relating to.
  - viii. All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
  - ix. Boundaries on the basis of the documents provided to us by the clients.
  - x. For the purposes of this Title Certificate, we have relied upon photocopies of documents where original documents of title were not available.
  - xi. For the purpose of this Title Certificate, we have relied upon information relating to lineage, on the basis of revenue records and information provided to us by you.
  - xii. We are not certifying the boundaries of the said Properties nor are we qualified to express our opinion on physical identification of the said Properties. We also do not express our opinion on matters related to actual physical use of the said Properties.





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- xiii. We express no view about the zoning/user/reservations/FSI/or development ability of said Properties.
- xiv. Unless specifically stated otherwise, we have not carried out any searches in any courts and have presumed that there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. in respect of the said Properties.
- xv. We have not verified issues relating to acquisition and / or reservation of the said Properties or any portion thereof by Governmental Authorities.
- xvi. We have not verified the market value of the Properties involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- xvii. We are not authorized or qualified to express an opinion relating to plan permissions, approval or development potential of the said Properties.
- xviii. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- xix. This Title Certificate is an opinion based on the documents perused by us and has been so given at the request of the client to whom it is addressed.
- xx. This Title Certificate is limited to the matters pertaining to Indian Law (as on the date of this Title Certificate) alone and we express no opinion on laws of any other jurisdiction.

This opinion is addressed to M/s Vaibhavlaxmi Builders and Developers. This opinion may not be furnished, quoted or relied on by any person or entity other than M/s Vaibhavlaxmi Builders and Developers for any purpose without our prior written consent.

- (4) The report reflecting the flow of the title of the owner on the said land is enclosed herewith as annexure.

Encl: Annexure

VIS LEGIS LAW PRACTICE

Date: 24 June 2021

Partner