

AVVIAJ/845

FORMAT- A

(Circular No. 28/2021)

To,

MahaRERA

Housefin Bhavan, Near RBI,
E Block, Bandra Kurla Complex, Bandra East,
Mumbai – 400 051.

LEGAL TITLE REPORT

- Sub.:** (1) All that piece or parcel of land admeasuring 654.93 sq. mtrs bearing C.T.S. No. 347 (Part) corresponding to Survey No. 113 (pt.) of Village Kurla together with building bearing No. 43 standing thereon constructed by the Maharashtra Housing Board belonging to Parnakuti Co-Operative Housing Society Ltd. and being part of the Board's properties at Tagore Nagar, Vikhroli (E), Mumbai – 400 083 in the Registration Sub-district of Kurla, Mumbai Suburban District (hereinafter referred to as the "**said Property No.1**")
- (2) All that piece or parcel of land admeasuring 754.36 sq. mtrs bearing C.T.S. No. 347 (part) corresponding to Survey No.113 (part) together with building bearing No. 44 standing thereon constructed by the Maharashtra Housing Board belonging to the Raigad Co-Operative Housing Society Ltd. situate at Hariyali Village at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 in the Registration sub-district of Chembur, Mumbai Suburban District (hereinafter referred to as the "**said Property No.2**") and
- (3) All that piece or parcel of land admeasuring 676.96 sq. mtrs bearing C.T.S No. 347 (part) corresponding to Survey No. 113 (part) together with building bearing No. 45 standing thereon constructed by the Maharashtra Housing Board belonging to the Little Angel Co-Operative Housing Society Ltd. situate at Village Kurla at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 in the Registration Sub-



district of Kurla, Mumbai Suburban District (hereinafter referred to as the "**said Property No.3**").

The Property No.1, Property No.2 and Property No.3 are hereinafter collectively referred to as the "**said Properties**".

1. We have investigated the title of the said Properties on the request of **M/s. Suvasya Builders and Developers LLP ("Developers")** and the following documents i.e.:

- a. Description of the said Properties:

- (1) All that piece or parcel of land admeasuring 654.93 sq. mtrs bearing C.T.S. No. 347 (Part) corresponding to Survey No. 113 (pt.) of Village Kurla (hereinafter referred to as the "**said Land No.1**") together with building bearing No. 43 standing thereon constructed by the Maharashtra Housing Board belonging to Parnakuti Co-Operative Housing Society Ltd. (hereinafter referred to as the "**said Building No.1**") and being part of the Board's properties at Tagore Nagar, Vikhroli (E), Mumbai – 400 083 in the Registration Sub-district of Kurla, Mumbai Suburban District (hereinafter collectively referred to as the "**said Property No.1**")
- (2) All that piece or parcel of land admeasuring 754.36 sq. mtrs bearing C.T.S. No. 347 (part) corresponding to Survey No.113 (part) (hereinafter referred to as the "**said Land No.2**") together with building bearing No. 44 standing thereon constructed by the Maharashtra Housing Board belonging to the Raigad Co-Operative Housing Society Ltd. (hereinafter referred to as the "**said Building No.2**") situate at Hariyali Village at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 in the Registration sub-district of Chembur, Mumbai Suburban

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District (hereinafter collectively referred to as the "**said Property No.2**") and (3) All that piece or parcel of land admeasuring 676.96 sq. mtrs bearing C.T.S No. 347 (part) corresponding to Survey No. 113 (part) (hereinafter referred to as the "**said Land No.3**") together with building bearing No. 45 standing thereon constructed by the Maharashtra Housing Board belonging to the Little Angel Co-Operative Housing Society Ltd. (hereinafter referred to as the "**said Building No.3**") situate at Village Kurla at Tagore Nagar, Vikhroli (East), Mumbai – 400 083 in the Registration Sub-district of Kurla, Mumbai Suburban District (hereinafter collectively referred to as the "**said Property No.3**"). The Property No.1, Property No.2 and Property No.3 are hereinafter collectively referred to as the "**said Properties**".

- b. The documents of allotment of the said Properties are mentioned in **Annexure "A"**.
 - c. Property Register Card issued by City Survey Office dated 10th October 2020 in respect of C.T.S. No. 347.
 - d. Search report for 30 (Thirty) years from 1993 to 2022.
2. On perusal of the above-mentioned documents and all other relevant documents relating to the title of the said Properties, we are of the opinion that the Swastik Platinum Co-operative Housing Society, registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing registration No MUM/TNA/MHADDB/ HSG/(TO)/(TC)/101 of 2021-2022 dated July 1, 2021 ("**Society**") is the lessee of the said Properties and the leasehold rights are valid and subsisting and the title of the said Properties is clear, marketable and without any encumbrances.



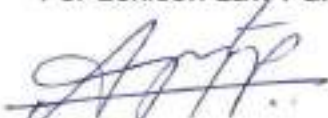
Owners of the Properties:

- i. Maharashtra Housing and Area Development Authority is the owner of the said Properties and the Society is the Lessee of the said Properties.
 - ii. Qualifying remarks / comments if any: Subject to detailed Title Report dated 4th April 2022.
3. The report reflecting the flow of title of the said Developers to the said Properties is enclosed herewith as an annexure.

Encl: Annexure

Date: 4th April 2022

Yours truly
For Lexicon Law Partners



Partner

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FLOW OF THE TITLE OF THE SAID PROPERTIES

Property No.1:

1. On perusal of the Development Agreement dated 28th May 2021 (*detailed and recited hereinbelow in Para 6*), it *inter-alia* appears that:
 - a) Maharashtra Housing Board ("**Board**"), as established under the Maharashtra Housing Board Act, 1948, was the owner and seized and possessed off or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 113 (part) and City Survey No.347 (part) admeasuring 654.93 square metres or thereabouts situate lying and being at Village Kurla, Tagore Nagar, Vikhroli (East), Mumbai – 400 083 in the registration sub-district of Kurla, Mumbai City/Suburban District (hereinafter referred to as the "**said Land No. 1**");
 - b) The Board constructed a building on the said Land No. 1 being building bearing No. 43 (hereinafter referred to as the "**said Building No. 43**"). The said Land No.1 along with the said Building No.43, shall hereinafter, unless referred to individually, be collectively referred to as the "**said Property No.1**";
 - c) Maharashtra Housing and Area Development Authority (hereinafter referred to as the "**Authority**") was constituted with effect from December 5, 1977 *vide* Government Notification by the Public Works and Housing Development bearing No. ARD/1077(1)/Desk-44 and the Board, stood dissolved by operation of Section 15 of the Maharashtra Housing Board Act, 1948 (hereinafter referred to as the "**MHAD Act**");
 - d) In terms of Clause 189 (a) and (b) of the MHAD Act, all the property, rights, liabilities and obligations of the Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of the Authority;
 - e) In view thereof, the said Property No.1 became the property of the Authority and all the rights liabilities and obligations of the Board as aforesaid in

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relation to the said Property No.1 became the rights liabilities and obligations of the Authority.

2. The allottees of the said Building No. 43 formed themselves into a Co-operative Housing Society viz. Parnakuti Co-operative Housing Society Limited (hereinafter referred to as the "**said Parnakuti Society**") and registered the same under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing registration No. BOM/(WN)/HSG/ OH2452/86-87 dated January 19, 1987.
3. A Special General Body Meeting of the said Parnakuti Society was held on February 14, 2016, wherein it was unanimously resolved that the said Property No.1 should be re-developed and that M/s. Suvasya Realtors should be appointed as the developer in respect of the said Property No.1.
4. By and under an Indenture of Lease dated March 3, 2020 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Lessor of the One Part and Parnakuti Co-operative Housing Society Limited, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-3/4036/2020, the Authority demised by way of lease unto the said Parnakuti Society, the said Land No.1, for a period of Thirty (30) years commencing from 1995, at or for the yearly rent and subject to the terms and conditions contained therein. On perusal of the aforesaid Indenture of Lease, we inter-alia note that:
 - a) The said Building No. 43 consisted of 32 tenements constructed on the said Land No.1 for residential use.
 - b) The property description of the said Land No.1 is inadvertently referred to therein as bearing Survey No. 133 (part) as against 113 (part).
5. By and under a Sale Deed dated March 3, 2020 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Authority of the One Part and Parnakuti Co-operative Housing Society Limited, therein referred to as the Society of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-3/4053/2020, the Authority conveyed, granted and assured unto the said Parnakuti Society, by way of sale, the said Building No. 43, at for the consideration and in the manner contained

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therein. On perusal of the aforesaid Sale Deed, we inter-alia note that the property description of the said Land No.1 is inadvertently referred to therein as bearing Survey No. 133 (part) as against 113 (part).

6. By and under a Development Agreement dated May 28, 2021 and executed by and between (a) Tagore Nagar Parnakuti Co-operative Housing Society Limited, therein referred to as the Society of the First Part, (b) Sanjay Roopchand Doshi & 31 Ors., therein referred to as Existing Members of the Second Part (hereinafter referred to as the "Existing Members No.1"), and (c) M/s. Suvasya Builders and Developers LLP, therein referred to as the Developer of the Third Part (hereinafter referred to as the "Developer"), and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-2/8502/2021, the said Parnakuti Society granted to the Developer, sole and exclusive and irrevocable development/re-development rights to carry out and complete the development/redevelopment in respect of said Land No. 1 together with the adjoining tit bit land areas and the Building No. 43 comprising of ground + 3 upper floors having 32 tenements/flats, at or for the consideration and subject to the terms and conditions therein contained. On perusal of the aforesaid Development Agreement dated May 28, 2021, we *inter-alia* note that:

- a) The name of the said Parnakuti Society is referred to therein as Tagore Nagar Parnakuti Co-operative Housing Society Limited, however, the registration no. of Tagore Nagar Parnakuti Co-operative Housing Society Limited as referred to therein is the same as that of Parnakuti Co-operative Housing Society Limited.
- b) We note that one of the Existing Members No. 1, viz. Savio Jerry Fernandes executed the Development Agreement through one of his constituted attorney viz. Eugen M. Fernandes relying on Power of Attorney dated December 6, 2017 (*as annexed to the Development Agreement*). On perusal of the Power of Attorney dated December 6, 2017, we note that Eugen M. Fernandes was not empowered to execute the Development Agreement.

7. By and under a Power of Attorney dated May 28, 2021 and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-2/8510/2021, Tagore Nagar Parnakuti Co-operative Housing Society Limited, nominated,



constituted and appointed, (i) M/s. Suvasya Builders and Developers LLP, (ii) Sandeep Jain, (iii) Harsh K Vagrecha, being nominees of the Developer, jointly and severally, as their Constituted Attorneys to do the acts, deeds, matters and things as described therein in respect of the said Property No. 1. On perusal of the aforesaid Power of Attorney dated May 28, 2021, we *inter-alia* note that The name of the said Parnakuti Society is referred to therein as Tagore Nagar Parnakuti Co-operative Housing Society Limited, however, the registration no. of Tagore Nagar Parnakuti Co-operative Housing Society Limited as referred to therein is the same as that of Parnakuti Co-operative Housing Society Limited.

8. In view of the foregoing, the Developer came to be entitled to develop the said Property No.1 in terms of the aforesaid Development Agreement and the Power of Attorney.

Property No.2:

9. On perusal of the Indenture of Lease dated October 14, 1998 (*detailed and recited hereinbelow in Para 11*), it *inter-alia* appears that:
- a. The Board, as established under the Maharashtra Housing Board Act, 1948 was the owner and seized and possessed off or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No.113 (part) and City Survey No.347 (part) admeasuring 754.36 square metres or thereabouts situate lying and being at Village Kurla, Tagore Nagar, Vikhroli (East), Mumbai – 400 083 in the registration sub-district of Chembur, Mumbai Suburban District (hereinafter referred to as the "**said Land No. 2**").
 - b. The Board constructed a building on the said Land No. 2 being building bearing No. 44 (hereinafter referred to as the "**said Building No. 44**"). The said Land No. 2 along with the said Building No. 44, shall hereinafter, unless referred to individually, be collectively referred to as the "**said Property No.2**";
 - c. The Authority was constituted with effect from December 5, 1977 *vide* Government Notification by the Public Works and Housing Development bearing No. ARD/1077(1)/Desk-44 and the Board, stood dissolved by operation of Section 15 of the MHAD Act;



- d. In terms of Clause 189 (a) and (b) of the MHAD Act, all the property, rights, liabilities and obligations of the Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of the Authority;
- e. In view thereof, the said Property No. 2 became the property of the Authority and all the rights liabilities and obligations of the Board as aforesaid in relation to the said Property No. 2 became the rights liabilities and obligations of the Authority.
10. The allottees of the said Building No. 44 formed themselves into a Co-operative Housing Society viz. Tagore Nagar Raigad Co-operative Housing Society Limited (hereinafter referred to as the "**said Raigad Society**") and registered the same under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing registration No. BOM/(WN)/HSG/8085 dated December 31, 1983.
11. By and under an Indenture of Lease dated October 14, 1998 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Lessor of the One Part and Tagore Nagar Raigad Co-operative Housing Society Limited, therein referred to as the Lessee of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. PBDR-3/1527-28/98, the Authority demised by way of lease unto the said Raigad Society, the said Land No. 2, for a period of Ninety Nine (99) years commencing from 1st April 1980, at or for the yearly rent and subject to the terms and conditions contained therein.
12. By and under a Sale Deed dated October 14, 1998 and executed by and between Maharashtra Housing and Area Development Authority, therein referred to as the Authority of the One Part and Tagore Nagar Raigad Co-operative Housing Society Limited, therein referred to as the Society of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. PBDR-3/1529-1530/98, , the Authority conveyed, granted and assured unto the said Raigad Society, by way of sale, the said Building No. 44, at for the consideration and in the manner contained therein.
13. A Special General Body Meeting of the Society was held on January 10, 2021, wherein it was unanimously resolved that M/s. Suvasya Builders and



Developers LLP would be appointed as the developer to redevelop the said Property No. 2.

14. By and under a Development Agreement dated May 28, 2021 executed by and between (a) Tagore Nagar Raigad Co-operative Housing Society Limited, therein referred to as the Society of the First Part, (b) Pradeep Parshuram Tawade & 31 Ors., therein referred to as Existing Members of the Second Part and (c) M/s. Suvasya Builders and Developers LLP, therein referred to as the Developer of the Third Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-2/8521/2021, the said Raigad Society granted to the Developer, sole and exclusive and irrevocable development/re-development rights to carry out and complete the development/redevelopment in respect of said Land No.2 together with the adjoining tit bit land areas and the said Building No. 44 comprising of ground + 3 upper floors having 32 tenements/flats, at or for the consideration and subject to the terms and conditions therein contained.
15. By and under a Power of Attorney dated May 28, 2021, and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-2/8522/2021, Tagore Nagar Raigad Co-operative Housing Society Limited, nominated, constituted and appointed, (i) M/s. Suvasya Builders and Developers LLP, (ii) Sandeep Jain, (iii) Harsh K Vagrecha, being nominees of the Developer, jointly and severally, as their Constituted Attorneys to do the acts, deeds, matters and things as described therein in respect of the said Property No. 2.
16. In view of the foregoing, the Developer came to be entitled to develop the said Property No. 2 in terms of the aforesaid Development Agreement and the Power of Attorney.

Property No.3:

17. On perusal of the Development Agreement dated 28th May 2021 (*detailed and recited hereinbelow in Para 22*), it *inter-alia* appears that:
 - a) The Board, as established under the Maharashtra Housing Board Act, 1948 was the owner and seized and possessed off or otherwise well and sufficiently entitled to all that piece and parcel of land

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