



**VIS LEGIS LAW PRACTICE**  
ADVOCATES

FORMAT- A  
(Circular No.28 /2021)

20<sup>th</sup> June, 2023

To  
Maha RERA,  
Housefin Bhavan, Plot No.C-21, E-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051.

**LEGAL TITLE REPORT**

Re:- **All that** piece or parcel of land or ground bearing CTS No. 356 Survey No. 113 (Part) of Village Hariyali, Taluka Kurla admeasuring 1111.15 sq. mtrs. or thereabouts (hereinafter referred to as **“the said Land”**) together with a building being Building No. 236, standing thereon comprising of Ground plus four upper floors (hereinafter referred to as **“said Building”**) lying, being and situate at the Kannamwar Nagar, Mhada Layout, Vikhroli (East), Mumbai, Maharashtra– 400 083 (hereinafter the said Land and the said Building are collectively referred to as the **“said Property”**)

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Sir,

We have investigated the title of the said Property on request of our client, M/s. Agastya Infra (the Promoter) who is developing the said Property by constructing building/s thereon and following documents:

- a. Indenture of Lease dated 7<sup>th</sup> May 1980 bearing Registration No. BOM/HSG/5017 dated 7<sup>th</sup> December, 1976.
- b. Deed of Sale dated 7<sup>th</sup> May, 1980 bearing Registration No. BOM/S-1816/1980.
- c. Development Agreement dated 24<sup>th</sup> April, 2023 bearing registration no. KRL-3/8023/2023 made and executed between Vikhroli Swadham Co-operative Housing Society Limited and M/s Agastya Infra.
- d. General Power of Attorney dated 24<sup>th</sup> April 2023 bearing registration no. KRL-3/8051/2023 made and executed by members of Vikhroli Swadham Co-operative Housing Society Limited and M/s Agastya Infra.

- e. IOD dated 28<sup>th</sup> April 2023 bearing reference no. MH/EE/BP CELL/GM/MHADA-9/1277/2023 from MHADA.
- f. Property Register Card.

**(1) Description of the Property**

All that piece or parcel of land or ground bearing CTS No. 356 Survey No. 113 (Part) of Village Hariyali, Taluka Kurla admeasuring 1111.15 sq. mtrs. or thereabouts (hereinafter referred to as "**the said Land**") together with a building being Building No. 236, standing thereon comprising Ground plus four upper floors (hereinafter referred to as "**said Building**") lying, being and situate at the Kannamwar Nagar, Mhada Layout, Vikhroli (East), Mumbai, Maharashtra- 400 083 (hereinafter the said Land and the said Building are collectively referred to as the "**said Property**").

**(2) The Documents of Allotment of Plot**

The mode of acquisition and/or of flow of the Title of above referred Properties are more particularly set-out in the **Annexure "I"**;

**(3) Property Card**

Property Card/Extract of the said Properties more particularly referred above issued by Assistant Superintendent Cum City Survey Office No.1 & 2 stands in the name of the MHADA;

**(4) Search Report**

We have also perused the Search Report dated 15<sup>th</sup> June, 2023 of the said Properties submitted by our search clerk Aarti Mestry. Hereto annexed and marked as **Annexure "II"** is the copy of the Search Report of the said Property.

On perusal of the abovementioned documents and all other relevant documents relating to the said Property. We are of the opinion that the title



of M/s. Agastya Infra (the Promoter) is clear, marketable and without any encumbrances.

Owner of the Land;

The Vikhroli Swadham Co-operative Housing Society Ltd; Survey No. 113(Part) (Govt. Land), CTS No. 356;

The report reflecting the flow of the title of M/s. Agastya Infra, on the said Property are enclosed herewith as Annexure "I".

Dated this 20<sup>th</sup> day of June, 2023.

Yours faithfully,  
Vis Legis Law Practice.

  
Partner  
Advocates

Encl.: a/a

**ANNEXURE "I"**

**FLOW OF TITLE OF THE SAID PROPERTY:-**

1. Upon perusal of the original title deeds and documents produced by our client, M/s. Agastya Infra, we have to state that our client, the Promoter, have acquired the development rights in respect of the said Properties as follows:-

- a. The Maharashtra Housing and Area Development Authority ("**MHADA**") was constituted with effect from 5<sup>th</sup> December, 1977 under the provisions of the Maharashtra Housing and Area Development Act, 1976 ("**MHADA Act**") and in view of the provisions of the MHADA Act, the Maharashtra Housing Board stood dissolved and all the property, rights, liabilities and obligations of the Maharashtra Housing Board including those arising under any agreement or contract became the property, rights, liabilities and obligations of MHADA;
- b. The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to Lower Income Group (LIG) known as Subsidized LIG Housing Scheme;
- c. The Maharashtra Housing Board (hereinafter referred to as "**the Board**") had in pursuance of the aforesaid Subsidized LIG Housing Scheme, has constructed a residential building i.e. Building No.236 (hereinafter referred to as "**the Building No.236/ Existing Building**") on the piece and parcel of plot of land admeasuring 1111.15 Sq. mtrs of thereabouts bearing Survey No.113(Part) (Govt. Land), CTS No. 356 situated and lying at Kannamwar Nagar, MHADA Layout, Vikhroli (East), Mumbai, Maharashtra – 400083. The Building No. 236 was ground plus 4 upper floors structure and comprised of 40 tenements;
- d. By and under a Indenture of Lease dated 7<sup>th</sup> May, 1980, made and entered into between Maharashtra Housing and Area Development

Authority therein and herein referred to as the "**said MHADA**" on the one part and The Vikhroli Swadham Co-operative Housing Society Limited, **Registration No. BOM/HSG/5017** dated 7<sup>th</sup> December, 1976 therein (herein referred to as the "**said Society**") of the other party, MHADA demised unto the said Society herein, the leasehold rights, for a period of 99 (Ninety Nine) years, in respect of the land lying under and appurtenant to Building No.236, being Survey No. 113(Part) (Govt. Land), CTS No. 356, Village Hariyali, Taluka Kurla, MSD at Kannamwar Nagar, Vikhroli, Mumbai, Maharashtra- 400 083. A copy of the Lease Deed hereto annexed and marked as **Annexure "A;"**

- e. The Board had allotted these 40 tenements in the Building No. 236 to individual Purchasers under the provisions of the Maharashtra Housing Board (Allotment, Management and Sale of Tenements) Regulations, 1970; each having about 29.84 sq. mtrs. ( i.e. 321.25 sq.feet) carpet area for housing purpose and residential use on rental basis as per the aforesaid Subsidized LIG Housing Scheme;
- f. The Purchasers of the 40 tenements formed a co-operative housing society known the "**The Vikhroli Swadham Co-operative Housing Society Ltd**", (hereinafter referred to as "**the said Society**");
- g. Persistent demands were made by the occupant of said LIG tenements that the Units constructed for them under the aforesaid Subsidized Industrial Housing Scheme by the various housing authorities should be sold to them;
- h. The conference of the Housing Minister of all the States held at Calcutta in December, 1975 had recommended to the Government of India to consider the transfer of these tenements to the occupants on ownership basis by giving them opportunity to pay for these tenements in suitable installments as it was found that it was practically impossible to dispossess superannuated arrears or

workers who have crossed the prescribed income limit and consequently have become ineligible for retention of the tenements in the occupation;

- i. The Government of India after considering the entire problem have permitted the State Government of Maharashtra to transfer such tenements on certain conditions laid down by the Government of India in this behalf;
- j. On the basis of guidelines laid down by the Government of India, the Government of Maharashtra, directed that the building built by the Board and other agencies under certain schemes should be offered on "as is and where is condition" to the authorized and unauthorized occupants whose occupation is regularized on their paying the penalty amounting to 50% (fifty percent) of the cost of the tenements in lump sum for residential purpose on the basis of hire purchase after the occupants of such tenements have formed a co-operative housing society;
- k. MHADA as successor of the Maharashtra Housing Board is the owner of the said Land or otherwise well and sufficiently entitled to the **Existing Building** standing thereon;
- l. By and under Deed of Sale dated 7<sup>th</sup> May, 1980 registered with the Sub-Registrar of Bombay under registration number BOM/S-1816 of 1980, executed between Maharashtra Housing and Area Development Authority therein and herein referred to as the "MHADA", the Vendor therein and The Vikhroli Swadham Co-operative Housing Society Ltd, bearing Registration No. BOM/HSG/5017 dated 7<sup>th</sup> December 1976, therein referred to as the Vendee, in consideration of price of Rs. 6,07,040/- (Rupees Six Lakhs Seven Thousand Forty only) being paid by the said Society on behalf of the Purchasers, MHADA sold and conveyed by way of sale the Building No.236 alongwith the leasehold rights in the land

underneath and appurtenant thereto to the said Society. A copy of the Deed of Sale dated 7<sup>th</sup> May, 1980 is hereto annexed and marked as **Annexure "B"**;

- m. In the above premises, the said Society is seized and possessed of or otherwise well and sufficiently entitled to the all that piece or parcel of land or ground bearing CTS No. 356 Survey No. 113 (Part) of Village Hariyali, Taluka Kurla admeasuring 1111.15 sq. mtrs. or thereabouts (hereinafter referred to as "**the said Land**") together with a building being Building No. 236, standing thereon comprising Ground plus four upper floors (hereinafter referred to as "**said Building**") lying, being and situate at the Kannamwar Nagar, Mhada Layout, Vikhroli (East), Mumbai, Maharashtra- 400 083 (hereinafter the said Land and the said Building are collectively referred to as the "**said Property**") as more particularly described in the **Schedule** hereunder written. The said Land is delineated in red colour boundary line on the Plan of the said Property hereto annexed and marked as **Annexure "C"** and the said Building is shown thereon in green colour wash;
- n. The said Building standing on the said Property is more than 47 (Forty-Seven) years old and has deteriorated over the years. Due to dilapidated condition of the said Building and non-availability of adequate funds for repairs, the members of the said Society held series of meeting and it was decided by the Existing Members to go for redevelopment by demolishing the said Building and constructing new building instead and place thereof;
- o. The said Society, in its Special General Body Meeting held on 29/08/2021 unanimously decided to avail the benefit of additional development potential under the existing Development Control Regulations and carry out redevelopment of the said Property by constructing New Building by appointing a suitable Promoter, in accordance with the "Directive for Redevelopment of Buildings of Co-

operative Housing Societies” issued vide Government Notifications dated 03<sup>rd</sup> January, 2009 and 4<sup>th</sup> July, 2019 under Section 79(A) of Maharashtra Co-operative Societies Act, 1960 so as to rehouse its existing members with new premises with better amenities and facilities;

- p. The said Society has represented that presently there are 40 (Forty) registered members and shareholders of the said Society (“**Existing Members**”) who are in possession and occupation of their respective residential tenements (hereinafter referred to as the “**Existing Tenements**”) in the Existing Building. These 40 (Forty) flats are situated in the said Building and the total carpet area of the said 40 (Forty) Existing Flats, is 12850 square feet or thereabouts (i.e., 1193.60 square meters or thereabouts). The Carpet area mentioned herein is as per MOFA. A Statement detailing the names of the Existing Members, Existing Tenements, and their respective shareholding in the capital of the said Society are as set out in the annexure annexed hereto and marked as **Annexure ‘D’**. It is expressly clarified that the Promoter has relied upon the details of the Existing Members and Existing Tenements as provided by the said Society;
- q. Upon verification, satisfaction and relying upon the representations of the said Society, the Promoter has submitted its proposal dated 03/10/2022 enclosing the commercial bid to the said Society for redevelopment of said Property by demolishing the Existing Building and constructing new building/s for residential and commercial use (hereinafter referred to as the “**New Building**”) by utilizing and consuming current FSI as may be available and loading TDR and additional FSI in form of Fungible FSI to the maximum extent permissible as per the Development Control Regulations for Greater Bombay, 2034 (“**DCR**”) and/or any amendments / revisions / new regulations made thereto from time to time, at the sole discretion of the Promoter. The Promoter has inter alia proposed that in lieu of



the Existing Tenements occupied by the Existing Members, the Promoter shall provide new flats, free of cost, by way of permanent alternate accommodation in the New Building proposed to be constructed on the said Land. As per prevailing DCR, the Promoter will be at full liberty to utilize basic FSI of 3 + Pro Rata + Fungible FSI + MHADA VP Discretionary Quota as may be available from time to time and at the sole discretion of the Promoter.

- r. The said Society held Special General Body Meeting on 25/12/2022 to discuss the offer dated 03/10/2022 submitted by the Promoter. After deliberation and discussion on the said offer, the Members present in the said meeting unanimously accepted the offer dated 03/10/2022 of the Promoter;
- s. The said Society thereafter made an application to the Deputy Registrar of Co- operative Societies for the appointment of an officer for attending a Special General Body Meeting of the said Society to be convened for finalizing a Promoter for the proposed redevelopment of the said Property;
- t. By its Letter dated 03/01/2023 addressed to the Chairman /Secretary of the said Society, the Deputy Registrar of Co-operative Societies appointed **Mr. Pramod Kulkarni** as the Officer to preside over the Special General Body Meeting to be held on 20/01/2023 whereby the said Society would select the Promoter. A copy of the said Letter dated 23/01/2023 is annexed hereto and marked as **Annexure "E"**;
- u. A notice for Special General Body Meeting of the said Society that was to be held on 20/01/2023 for the selection of the Promoter as per the Government Directive under Section 79(A) of the Maharashtra Co-operative Societies Act, 1960 was circulated to all the Existing Members of the said Society;

v. A Special General Body Meeting of the said Society was held on 20/01/2023, in the presence of the Officer appointed by the Deputy Registrar of Co- operative Societies, the proceedings whereof have also been recorded on video. A total of 38 Members out of the total 40 Members of the said Society attended the Special General Body Meeting. A detailed discussion and deliberation were held following which the matter was put to vote and 38(Thirty-Eight) existing members of the said Society who were present voted at the said Meeting in favour of the Promoter herein and accordingly, the Promoter herein was selected for the redevelopment of the said Property. A copy of the resolution passed at the Special General Body Meeting held on 20/01/2023 is annexed hereto and marked as **Annexure "F"**;

w. By a Development Agreement dated 24<sup>th</sup> April 2023 duly registered with the Office of the Jt. Sub Registrar of Assurances at Kurla bearing Registration No.KRL-3/8023/2023 dated made and executed between the Society on the One part and the Promoter herein on the Other part, the said Society granted the development rights to the Promoter herein for the terms, conditions and considerations contained therein.

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