

Ref. No.:1607/ **59** /2022

To,
The Maharashtra Real Estate Regulatory Authority,
Housefin Bhavan, Plot No.C-21,
Bandra Kurla Complex, Bandra (East),
Mumbai - 400 051.

LEGAL TITLE REPORT

(See Format "A" of MahaRERA Circular No. 28/2021)

Sub.: Title Clearance Report with respect to ALL THAT piece and parcel of land bearing Final Plot No. 69/A of TPS VI of Vile Parle (West), admeasuring about 2574.43 sq. mts as per PR Card i.e. 2508.30 sq. mts. + 66.13 sq. mts of Setback area (an area admeasuring 66.13 sq. mtrs., being the setback area to be handed over to the Municipal Corporation of Greater Mumbai) which Plot is situate, lying and being at 6, Ansari Road, Vile Parle (West), Mumbai - 400 056 and being assessed by the Municipal Corporation of Greater Mumbai under 'K (West)' Ward of Village Vile Parle (West), Taluka Andheri within the Registration District of Mumbai Suburban (the "Property").

1. On the instructions of our Client, M/s. H.J. Corporation (the "Promoter"), we have investigated the title of the Promoter to the captioned Property, and for the said purpose we have perused the photocopies of the following documents made available for our inspection and information and explanation provided in connection therewith:

- (i) photocopies of the documents of title, papers and revenue records as more particularly mentioned hereunder furnished to us from time to time in respect of the Property;
- (ii) information and explanation gathered by us in connection therewith;
- (iii) since our scope of work does not include to take into consideration aspects within the domain of an Architect or Surveyor, we have not carried out any physical inspection of the Property nor commented on development aspects thereof;
- (iv) We have issued and published 2 (two) Public Notices all dated 14th June 2022



in the following newspapers inviting claims or objections, if any, if any, by any person/s against or to the Property, within 14 days from the date of publication of the notice.

- a. The Free Press Journal (in English);
- b. Navshakti (in Marathi);

Till date we have not received any claims and/or objections in response to the said public notices.

2. Description of the Property:

ALL THAT piece and parcel of land or ground, hereditaments and premises thereon bearing Final Plot No. 69/A of TPS VI of Vile Parle (West), admeasuring about 2574.43 sq. mts., as per PR Card i.e. 2508.30 sq. mts. + 66.13 sq. mts. of Setback area (an area admeasuring 66.13 sq. mtrs., being the setback area to be handed over to the MCGM) of Village Vile Parle (West), Taluka Andheri ("Land") together with the Building standing thereon known as "Parle Nandanvan" consisting of two wings (A and B) each comprising of Ground plus 3 Upper Floors belonging to the Parle Nandanvan Co-operative Housing Society Ltd., and comprising in the aggregate 1 (One) Commercial Premise and 36 (Thirty-Six) Residential Flats (the "Building") situate, lying and being at 6, Ansari Road, Vile Parle (West), Mumbai - 400 056 and being assessed by the Municipal Corporation of Greater Mumbai under 'K (West)' Ward. The Land and Building, unless individually referred to, are hereinafter collectively referred to as the "Property".

3. Documents pertaining to the Property:

- 3.1. Photocopy of the Indenture of Lease dated 10th June 1970 entered into between Maganlal Liladhar Morjaria (therein referred to as the "Lessor") of the First Part, (1) Shashikant Maganlal Morjaria and (2) Rashmibala Ramniklal Morjaria (therein referred to as the "Confirming Party") of the Second Part, and Parle Nandanvan Co-operative Housing Society Ltd. (therein referred to as the "Lessee") of the Third Part and duly registered with Sub-Registrar of Assurances under Serial No. BOM/R-

3001 of 1970;

- 3.2. Photocopy of the Indenture dated 22nd June 1981 entered into between Santokbai Maganlal Morjaria & Others, being Executors of the Last Will and Testament of Maganlal Liladhar Morjaria (therein collectively referred to as the "Transferors") of the One Part, and Santokbai Maganlal Morjaria (therein referred to as the "Transferee") of the Other Part and duly registered with the Sub-Registrar of Assurances under Serial No. S-1805 of 1981;
- 3.3. Photocopy of the Indenture dated 19th May 1983 entered into between (1) Shashikant Maganlal Morjaria and (2) Pradyumna Natverlal Nanavati, being Executors of the Last Will and Testament of Santokbai Maganlal Morjaria (therein collectively referred to as the "Transferors") of the One Part, and (1) Ramniklal Maganlal Morjaria and (2) Shashikant Maganlal Morjaria (therein collectively referred to as the "Transferees") of the Other Part and duly registered with the Sub-Registrar of Assurances under Serial No. S-1678 of 1983;
- 3.4. Photocopy of the Deed of Conveyance dated 15th May 1987 entered into between (1) Ramniklal Maganlal Morjaria and (2) Shashikant Maganlal Morjaria (therein collectively referred to as the "Vendors") of the One Part and Parle Nandanvan Co-operative Housing Society Ltd. (therein referred to as the "Purchasers") of the Other Part and duly registered with Sub-Registrar of Assurances under Serial No. BBJ-1508 of 1987;
- 3.5. Photocopy of the Consent Terms dated 14th March 2022 filed by Vardhman Developers Ltd., Parle Nandanvan Co-operative Housing Society Ltd. and M/s. H.J. Corporation in Suit No. 1019 of 2019 before the Hon'ble High Court of Judicature at Bombay;
- 3.6. Photocopy of Order dated 21st March 2022 passed by Hon'ble High Court of Judicature at Bombay in Suit No. 1019 of 2019;
- 3.7. Photocopy of Development Agreement dated 31st March 2022 entered into between Parle Nandanvan Co-operative Housing Society Ltd. (therein referred to as

"Society") of the First Part, the Existing members of the Society (therein referred to as the "Members/Confirming Parties") of the Second Part, and M/s. H.J. Corporation (therein referred to as the "Developer") of the Third Part, duly registered with Sub-Registrar of Assurances at Bandra under Serial NO. BDR-18-6796 of 2022;

- 3.8. Photocopy of Special Power of Attorney dated 8th April 2022 executed by Parle Nandanvan Co-operative Housing Society Ltd. in favour of (1) Harsh Ajmera and (2) Jesal Ajmera, Partners of M/s. H.J. Corporation (therein referred to as the "Attorneys"), duly registered with the Sub-Registrar of Assurances under Serial No. BDR-18-6805 of 2022;
- 3.9. Photocopy of Property Register Card with respect to the Final Plot No. 69/A of TPS VI issued by the Maharashtra State Land Records Department;
- 3.10. Search Reports dated 27th September, 2021 and 1st August, 2022 issued by Mr. Ganesh Y. Gawde, Title Investigator, in respect of the searches conducted in the office of the concerned Sub-Registrars of Assurances with respect to the Property for the period from 1940 to 2022.

4. Search of Land Records in the concerned Sub-Registrar's Office:

In order to ascertain the title and claims of any third party against the Property, Mr. Ganesh Y. Gawde, Title Investigator has on our instance conducted searches in the concerned offices of Sub-Registrars of Assurances for the period from 1940 to 2022.

5. Property Register Card:

Upon perusal of the Property Register Card in respect of the Property, viz. Final Plot No. 69/A of TPS VI of Village Vile Parle (West), Taluka Andheri, we have observed the following:

CTS No.	Area (in sq. mts.)	Tenure	Holder as per PRC	Remarks
Final Plot No. 69/A of TPS VI	2574.43 sq. mts.	C	Maganlal Liladhar Morjaria.	The Promoter is Developing the Property and is in the

				process of mutating the name of Parle Nandanvan CHS Ltd in the PR Card.
--	--	--	--	---

6. On the perusal of the above-mentioned documents, and all other relevant documents relating to title of the Property, we are of the opinion that the title of the Promoter is clear, marketable and without any encumbrances:

(a) Owner of the Land:

Parle Nandanvan Co-operative Housing Society Ltd ("Society") is seized and possessed of and well and sufficiently entitled to the Plot bearing Final Plot No. 69/A of TPS VI of Vile Parle (West), admeasuring about 2574.43 sq. mts as per PR Card i.e. 2508.30 sq. mts. + 66.13 sq. mts of Setback area (an area admeasuring 66.13 sq. mtrs., being the setback area to be handed over to the Municipal Corporation of Greater Mumbai) which Plot is situate, lying and being at 6, Ansari Road, Vile Parle (West), Mumbai - 400 056 and being assessed by the Municipal Corporation of Greater Mumbai under 'K (West)' Ward of Village Vile Parle (West), Taluka Andheri, within the Registration District of Mumbai Suburban.

(b) Promoter of the Project:

M/s. H.J. Corporation, the Promoter, is well and sufficiently entitled to the development rights in respect of the Property owned by the Society, and as such is entitled to redevelop the Property in terms of the Development Agreement and Power of Attorney.

7. **Qualifying comments:**

For the purposes of this Opinion on Title, we have made certain assumptions as follows:

- (a) This Title Certificate is based on information provided by the Promoter, documents furnished to us by the Promoter and search carried out in the offices of Sub-Registrar of Assurances at Mumbai, Bandra and Andheri and if there are



any documents which are not furnished to us or the facts or circumstances that may be different or received after this date, it could have a material impact on our conclusions.

- (b) We have not conducted physical inspection/search of the Property.
- (c) This Title Certificate is given on the basis that it is to be governed by and construed in accordance with Indian laws prevailing as on date.
- (d) This Title Certificate is confined and limited to the state of affairs as on the date hereof. We are not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.
- (e) We express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advise after the date of this Title Certificate of any changes in the foregoing or any changes of circumstances of which we may become aware that may affect our observations contained herein.
- (f) A Declaration-cum-indemnity has not been furnished to us by the Promoter with regards to the title of the Promoter in respect of the said Property and Permissions/Restrictions/Sanctions obtained in respect of the Property.
- (g) We assume that technical diligence in respect of the Property as regards the requisite building permissions, compliance of all the terms and conditions of the orders passed under the Urban Land (Ceiling and Regulation) Act, 1976, NA Order(s), physical surveys, reservations, grant of environmental clearances, development permissions, requisite approvals, sanctions, NOCs including Aviation NOC, Fire NOC, building permissions, FSI/TDR utilized/loaded, physical survey, reservations, religious structures, heritage structures, road access, electricity sub-stations, underground pipes, high tension wires, setback area, right of way, or any other permissions/ sanctions/ restrictions from any authority whatsoever, required to be complied with or obtained from time to time has been duly complied with by the Promoter and the same does not fall





within the purview of this Certificate.

We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this Title Certificate.

8. The report reflecting the flow of the title of the Promoter to the Property is enclosed herewith as Annexure.

DATED this 3rd day of August, 2022

For M/s. Taurus Legal,


(Partner)
Advocates & Solicitors

Encl.: Annexure

Housiey.com

ANNEXURE

FLOW OF TITLE TO THE PLOT

(See Format "A" of MahaRERA Circular No. 28/2021)

1. P.R. Card as on date of application for registration

We have perused the Property Register Card ("P.R. Card") in respect of the Property more particularly described in the Schedule hereunder written (the "Property"), which as on date duly records the name of Maganlal Liladhar Morjaria. The Promoter is in the process of getting the name of Parle Nandanvan Co-operative Housing Society Limited mutated on the P.R. Card in respect of the Property.

2. Search reports of 83 years from 1940 to 2022 taken from Sub-Registrar's Offices

On our instructions, title investigator and search clerk, Mr. Ganesh Gawde, has taken searches for a period of 83 years in the following offices:

- a) The Sub-Registrar of Assurances at Mumbai.
- b) The Sub-Registrar of Assurances at Bandra.
- c) The Sub-Registrar of Assurances at Andheri-1 to 8.

On perusal of search reports dated 27th September 2021 and 1st August 2022 submitted by our search clerk Mr. Ganesh Gawde ("Search Reports") we are informed that certain records in the office of the Sub-Registrar of Assurances are dilapidated and torn and not maintained properly and sent for data entry. With respect to the search taken at the office of the Sub-Registrar of Assurances at Mumbai for the years from 1940 to 2021 it appears that several records for the years 1940 to 1981, 1982, 1983 to 2021 are torn and partly torn, and the Index II for the year 2021 is not prepared. In respect of the search taken at the office of the Sub-Registrar of Assurances at Bandra for the years 1940 to 2001 it appears that several records for the years 1940 to 1966, 1971 to 1985 and 1986 to 2001 are also torn or partly torn. Also, with respect to search taken at the office of the Sub-Registrar of Assurances at Andheri 1 to 8 for the years from 2002 to 2021, the records for 2019 are not properly

maintained or are in loose pages. As such all the entries during the years 1940 to 2022 in respect of the Property may not be reflected in the Search Reports as stated therein.

3. Flow of Title

On the basis of the information provided by the Promoter, our observations on the title of the Promoter to the Property is set out herein below:

- i. Originally, one Maganlal Liladhar Morjaria (the "Original Owner") was the owner of and absolutely seized and possessed of or well and sufficiently entitled to all those piece and parcel of Final Plot Nos. 66 (part), 67, 68, 69 and 70 of Town Planning Scheme No. VI of Vile Parle, admeasuring about 5160 sq. yds., equivalent to 4313.38 sq. mts., of Village - Vile Parle (West), Taluka - Andheri within the Registration District of Mumbai Suburban (the "Larger Land").
- ii. By and under an Agreement for Building Lease dated 30th June 1965 entered into between Original Owner (therein referred to as the "Owner") of the One Part, and (1) Shashikant Maganlal Morjaria and (2) Rashmibala Ramniklal Morjaria (therein referred to as the "Building Tenants") (the "Builder") of the Other Part (the "Lease Agreement"), the Original Owner agreed to grant to the Builder leasehold rights in respect of portion of Final Plot Nos. 66 (part), 67, 68, 69 and 70 of Town Planning Scheme No. VI of Vile Parle, admeasuring about 2508.30 sq. mts., being a part of the Larger Land together with right to construct a building (the "Demised Portion") at and for the rent and on the terms and conditions recorded therein. However, the obligation to handover the setback area to the MCGM was retained by the Original Owner.
- iii. Pursuant to the terms of the Lease Agreement, the Builder obtained subdivision of the Demised Portion from the Larger Land and thus became entitled to the leasehold rights in respect of the piece and parcel of Land bearing Final Plot Nos. 69/A of T.P. Scheme No. VI of Vile Parle (West), admeasuring about 2574.43 sq. mts. (2508.30 sq. mts. + 66.13 sq. mts. of



Setback area), corresponding to C.T.S No. 915 of Village Vile Parle (West), Taluka Andheri within the Registration District of Mumbai Suburban ("Land").

- iv. Upon acquiring leasehold rights in the Land, the Builder in or around 1967-1968 constructed a building thereon known as "Nandanvan" (subsequently known as "Parle Nandanvan") consisting of two wings (A and B) each comprising of Ground plus 3 Upper Floors belonging to the Parle Nandanvan Co-operative Housing Society Ltd., and comprising in aggregate 1 (One) Commercial Premises and 36 (Thirty-Six) Residential Flats (the "Building") situate, lying and being at 6, Ansari Road, Vile Parle (West), Mumbai - 400 056 being assessed by the Municipal Corporation of Greater Mumbai under 'K (West)' Ward as per the plans approved by the plans approved by Municipal Corporation of Greater Mumbai (MCGM). The Land and Building, unless individually referred to, are hereinafter collectively referred to as the **Property**.
- v. Thereafter, the Builder in or around 1968 formed a Co-operative Housing Society comprising of the then purchasers of Premises in the Building, known as the "Parle Nandanvan Co-operative Housing Society Ltd.", duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/1667 dated 11th November 1968 (the "Society").
- vi. Subsequently, in furtherance of the terms of the Lease Agreement, by and under an Indenture of Lease dated 10th June 1970 entered into between the Original Owner (therein referred to as the "Lessor of the First Part), the Builder (therein referred to as the "Confirming Party" of the Second Part), and the Society (therein referred to as the "Lessee" of the Third Part), and duly registered with Sub-Registrar of Assurances under Serial No. BOM/R-3001 of 1970, the Original Owner with the confirmation of the Builder granted a

lease of the Property to and in favour of the Society at and for the rent and on the terms and conditions recorded therein.

- vii. The Original Owner died on 25th February 1981 leaving behind his Last Will and Testament dated 3rd January 1977, whereunder the Original Owner *inter alia* bequeathed his reversionary right, title and interest in the Property to and in favour of his wife Santokbai Maganlal Morjaria.
- viii. Accordingly, after taking appropriate writings from the then-surviving legal heirs of the Original Owner, by and under an Indenture of Transfer dated 22nd June 1981 and duly registered with Sub-Registrar of Assurances under Serial No. S-1805 of 1981, the Executors of the Last Will of the Original Owner transferred the reversionary right, title and interest in the Property to and in favour of Santokbai Maganlal Morjaria.
- ix. Thereafter, the said Santokbai Maganlal Morjaria died on 2nd October 1982, (the "Deceased") leaving behind her Last Will and Testament dated 6th March 1982, whereunder the Deceased *inter alia* bequeathed her reversionary right, title and interest in the Property to and in favour of her two sons namely (1) Ramniklal Maganlal Morjaria and (2) Shashikant Maganlal Morjaria.
- x. Accordingly, after taking appropriate writings from the legal heirs of the deceased, by and under Deed of Transfer dated 19th May 1983, and duly registered with Sub Registrar of Assurances at Mumbai under Serial No. S-1678 of 1983 the Executors of the Last Will of the Deceased *inter alia* transferred the reversionary right, title and interest in the Property to and in favour of (1) Ramniklal Maganlal Morjaria and (2) Shashikant Maganlal Morjaria.
- xi. Consequently, (1) Ramniklal Maganlal Morjaria and (2) Shashikant Maganlal Morjaria became the co-owners of and well and sufficiently entitled to the reversionary right, title and interest in the Property, subject to the leasehold rights of the Society.

- xii. Thereafter, by and under a Deed of Conveyance dated 15th May 1987 entered into between (1) Ramniklal Maganlal Morjaria and (2) Shashikant Maganlal Morjaria (therein collectively referred to as the "Vendors") of the One Part and the Society (therein referred to as the "Purchasers") of the Other Part and duly registered with Sub-Registrar of Assurances under Serial No. BBJ-1508 of 1987, the Vendors therein sold, conveyed, transferred and assigned their right, title and interest in the Property to and in favour of the Society, at and for consideration and upon terms and conditions recorded therein.
- xiii. Accordingly, the Society is the owner of and seized and possessed of and otherwise well and sufficiently entitled to the Property. However, the Property still stands in the name of the Original Owner as per Property Card. We are informed that the Promoter is in the process of mutating the Property Card to the name of the Society.
- xiv. The Building was constructed in around 1967-1968 and as such in a dilapidated condition requiring extensive and substantial repairs. In view thereof, the members of the Society resolved to redevelop the Property by demolishing the existing Building standing on the Land and construction thereon new Building/s by appointing suitable Developer in accordance with the due process of law.
- xv. Accordingly, the Society invited tenders and commenced negotiations with several prospective Developers for redevelopment of the Property of the Society.
- xvi. We are informed that, one Vardhaman Developers Ltd. ("Vardhaman") had been initially appointed by the Society for the redevelopment of the Property, which appointment had been thereafter terminated by the Society. The said termination had been assailed by Vardhaman by filing Suit No. 1019 of 2019 before the Hon'ble High Court of Judicature at Bombay (the "said Suit") seeking certain reliefs against the Society. However, we are informed that no

adverse orders came to be passed in the said Suit against the Society.

- xvii. In the meanwhile, the Society with the confirmation of its members was pleased to appoint M/s. H.J. Corporation (the "Promoter"), as Developer for the Property of the Society.
- xviii. Consequent to the appointment of the Promoter for the redevelopment of the Property, the Promoter and the Society reached an amicable settlement with Vardhaman in respect of its disputes with the Society. Accordingly, Consent Terms dated 14th March 2022 (the "Consent Terms") came to be entered into between Vardhaman, the Society and the Promoter.
- xix. In pursuance of the Consent Terms, the Hon'ble High Court, vide its Order dated 21st March 2022, was pleased to decree and dispose of the said Suit in terms of the Consent Terms, thereby bringing the disputes between Vardhaman and the Society to an end.
- xx. Pursuant thereto, by and under a Development Agreement dated 31st March 2022 entered into between Parle Nandanvan Co-operative Housing Society Ltd. (therein referred to as the "Society") of the First Part, the Existing members of the Society (therein referred to as the "Members/Confirming Party") of the Second Part, and M/s. H.J. Corporation, the Promoter herein (therein referred to as the "Developer") of the Third Part, and duly registered with Sub-Registrar of Assurances under Serial No. BDR-18-6796 of 2022 (the "Development Agreement"), the Society granted development rights in respect of the Property to and in favour of the Promoter herein, at and for the consideration and on the terms and conditions recorded therein.
- xxi. Contemporaneously, the Society executed a Special Power of Attorney dated 8th April 2022 in favour of (1) Harsh Ajmera and (2) Jesal Ajmera, Partners of M/s. H.J. Corporation (therein referred to as the "Attorneys"), duly registered with the Sub-Registrar of Assurances under Serial No. BDR-18-6805 of 2022 (the "Power of Attorney"), thereby authorising the Promoter (through the

Attorneys named therein) to do all necessary acts, deeds and things as more particularly recorded therein for the purpose of redevelopment of the Property in terms of the Development Agreement.

- xxii. In light of the aforesaid, we submit that the Society is the owner of and seized and possessed of and well and sufficiently entitled to the Property more particularly described in the Schedule hereunder written. We further submit that the Promoter is well and sufficiently entitled to the development rights in respect of Property owned by the Society, and as such is entitled to redevelop the Property in terms of the Development Agreement and Power of Attorney.

2. Any other relevant title:

The Building standing on the Land consists of residential flats and one commercial premise, all of which are presently occupied by the members of the Society. The list of present members occupying their respective flats in the Building are enlisted in Schedule of Development Agreement.

3. Litigations, if any:

- i. We are informed that, one Shreenath Safe Deposit Vault Pvt. Ltd. has filed Suit (St.) No. 14508 of 2022 before the Hon'ble High Court of Judicature at Bombay, seeking certain reliefs against the Society and the Promoter, which is pending as on date. However, no adverse orders have been passed in the said Suit as on date that may jeopardise or restrain the redevelopment of the Property in any manner.
- ii. We are also informed that, one Sitansh Purshottam Raichura has instituted Suit No. 512 of 2022 against the Society in Hon'ble Bombay City Civil Court at Dindoshi for certain reliefs. However, no adverse orders have been passed in the said Suit as on date that may jeopardise or restrain the redevelopment of the Property in any manner.
- iii. We have been informed that no further litigations, save and except as mentioned



hereinabove, are pending in respect of the Property. However, we have not undertaken negative list searches in the Hon'ble Bombay High Court, Bombay City Civil Court and/or Small Causes Court at Bombay in respect of the Property.

THE SCHEDULE HEREINABOVE REFERRED TO:

(Description of the "Property")

ALL THAT piece and parcel of land bearing Final Plot No. 69/A of TPS VI of Vile Parle (West), admeasuring about 2574.43 sq. mts. as per PR Card i.e. 2508.30 sq. mts. + 66.13 sq. mts. of Setback area (an area admeasuring 66.13 sq. mtrs., being the setback area to be handed over to the Municipal Corporation of Greater Mumbai) of Village Vile Parle (West), Taluka Andheri together with the Building standing thereon known as " Parle Nandanvan" consisting of two wings (A and B) each comprising of Ground plus 3 Upper Floors belonging to the Parle Nandanvan Co-operative Housing Society Ltd., and comprising in the aggregate 1 (One) Commercial Premises and 36 (Thirty-Six) Residential Flats situate, lying and being at 6, Ansari Road, Vile Parle (West), Mumbai - 400 056 being assessed by the Municipal Corporation of Greater Mumbai under 'K (West)' Ward and bounded as follows:

On or towards the East: By Railway;

On or towards the West: By F.P. No.68 (CTS No.924) & F.P. No.69B (CTS No.916);

On or towards the North: By F.P. No.66 (CTS No.913) & F.P. No.67 (CTS No.912);

On or towards the South: By Ansari Road.

DATED this 3rd day of August, 2022.

For M/s, Taurus Legal,

(Partner)

Advocates & Solicitors