



**FORMAT – A**  
**(Circular No.28/2021)**

Date: 01/02/2024

To  
MahaRERA  
Housefin Bhavan,  
Near Reserve Bank of India, "E" Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai - 400 051

**LEGAL TITLE REPORT**

**Sub:** Title Clearance Certificate with respect to piece and parcel of land admeasuring 633.20 Sq. Meters, bearing C.T.S. No. 96, 96/1 to 8 of Village - Malad North, Taluka Borivali, District - Mumbai Suburban situate at Parekh Gully, Off. S.V.Road, Kandivali (West), Mumbai - 400 067 (Hereinafter referred to as "**the said Property**").

1. On request of **RAMESH RANCHHODDAS PAREKH (HUF)**, through its Karta and Manager Mr. Ramesh Ranchhoddas Parekh, having address at A/502, Swapnalok, Dixit Road, Vile Parle (East), Mumbai - 400 057, we have investigated the title of the above property belonging to them (Hereinafter referred to as "**the said Lessee**").



- 1) **Description of the Property :** ALL that piece and parcel of land admeasuring 633.20 Sq. Meters, bearing C.T.S. No. 96, 96/1 to 8 of Village Malad North, Taluka Borivali, District – Mumbai Suburban situate at Parekh Gully, Off. S.V.Road, Kandivali (West), Mumbai – 400 067.
- 2) The documents of allotment of the property (As per **Annexure "A"** attached).
- 3) Property Card of property bearing C.T.S. No. 96, 96/1 to 8 of Village Malad North, Taluka Borivali, District – Mumbai Suburban with mutation entry details as attached (As per **Annexure "B"** attached).
- 4) Notice under section 354 of Mumbai Municipal Corporation Act, 1888 read with section 489 bearing no. ACR/S/DO/BF-30/899/354/W Dt.10/05/2022 for demolition of Building "Meena House".
- 5) Public notice in two newspapers namely Free Press Journal in English and Navshakti in Marathi on 16/06/2022.
- 6) Search Report for 42 years carried out by search clerk S.D.JADHAV, as per his Search Report dated 28/06/2022.
- 7) Our earlier Title Certificate Dt.20/07/2022



- 8) IOD bearing No. CHE/WS-II/0711/R/N/337(NEW)/1/NEW Dt.01/12/2023 in respect of construction of new Building.
- 9) Search Report for 3 years carried out by search clerk P.S.JADHAV, as per his Search Report dated 30/01/2024.

2. On perusal of the above-mentioned documents relating to the said property we are of the opinion that the title of **RAMESH RANCHHODDAS PAREKH (HUF)**, subject to the rights of tenants occupying their respective rooms/shops in the said property is clear and marketable subject to the following encumbrances

- (1) **Lessees of the land** : RAMESH RANCHHODDAS PAREKH (HUF), through its Karta and Manager Mr. Ramesh Ranchhoddas Parekh, having address at A/502, Swapnalok, Dixit Road, Vile Parle (East), Mumbai – 400 057
- (2) Qualifying comments/remarks (As per **Annexure "C"** attached)
- (3) The report reflecting the flow of the title of the property of RAMESH RANCHHODDAS PAREKH (HUF) to the property is enclosed herewith as **Annexure "D"**

Encl: Annexures A to D

  
Advocate  
Date: 01/02/2024



**Annexure A: Title Documents of the property**

- i. Deed of Conveyance Dated 27<sup>th</sup> February 1980 lodged for registration with Sub-Registrar of Bombay on 27/02/1980 under Serial No.S-471 of 1980 and indexed and registered on 2<sup>nd</sup> February, 1995 made and entered into between the Kacharia Family, therein referred to as Vendors of the One Part and Siddharth Apartment Private Limited, therein referred to as the Purchaser of the Other Part.
- ii. Indenture of Lease Dated 26<sup>th</sup> May, 1989 lodged for registration with Joint Sub-Registrar IV, Bombay Bandra on 26/05/1989 under Sr. No. P/6132 of 1989 indexed and registered on 16/08/1993 made and entered into between Siddharth Apartment Private Limited therein referred to as the Lessor of the First Part, Span Builders, therein referred to as the Confirming Party of the Second Part and RAMESH RANCHHODDAS PAREKH (HUF) therein referred to as Lessee of the Third Part.

  
Advocate



(Stamp)

Date: 01/02/2024

**Annexure B: Property Card - Mutation Entry Details**

CTS No	Mutation Entry No	Mutation Entry Date
96, 96/1 to 8	Mutation Done in the name of RAMESH RANCHHODDAS PAREKH (HUF)	14/03/1995

  
Advocate

(Stamp)  
Date: 01/02/2024



**Annexure C : Qualifying comments/remarks :**

- (a) It appears that, in or about 1979 (i) Mr. Madhukant Govindji Kacharia, (ii) Mr. Jitendra Govindji Kacharia and (iii) Mr. Pravin Govindji Kacharia ("Kacharia Family) were the Owners and seized and possessed of and well and sufficiently entitled to all that piece and parcel of land bearing Survey No.97A, Hissa No.4 corresponding CTS No.96, 96/1 to 8 of Village – Malad North aggregately admeasuring (as per P.R. Card) 1461.78 square yards equivalent to 1227.9 sq. mtrs or thereabouts together with one shed and ground plus one storeyed tenanted residential building known as "Jitendra Kunj" standing thereon situated at Parekh Lane, Kandivali (West), Mumbai – 400 067 in the registration district and sub district of Mumbai Suburban (hereinafter referred to as " Old Property").
- (b) It appears that, by an Agreement Dated 1<sup>st</sup> June, 1979 made and entered into between Kacharia Family, therein referred to as Vendors of the One Part and M/s. Span Builders, therein referred to as the Purchaser of the Other Part, the Kacharia Family agreed to sell and transfer the Old Property to Span Builders on the terms and conditions contained therein. Under the aforementioned Agreement, it was also agreed that the Kacharia Family shall convey the Old Property either to Span Builders or their nominee/s. In pursuance of the said Agreement the said Span Builders was put in possession of the said Old Property.
- (c) It appears that, the said Span Builders constructed on a portion of the Old Property a building comprising of ground plus six upper



floors known as "Siddharth" by demolishing the Shed and sold the units/premises/flats in Siddharth to various purchasers.

- (d) It appears that, by a Deed of Conveyance Dated 27<sup>th</sup> February 1980 made and entered into between the Kacharia Family, therein referred to as Vendors of the One Part and Siddharth Apartment Private Limited, therein referred to as the Purchaser of the Other Part the Kacharia Family at the request of Span Builders sold and conveyed the said Old Property being all that piece and parcel of land bearing Survey No.97A, Hissa No.4 corresponding CTS No.96, 96/1 to 8 of Village - Malad North aggregately admeasuring (as per P.R. Card) 1461.78 square yards equivalent to 1227.9 sq. mtrs or thereabouts ( as per Deed of Conveyance 1430 sq. yds. Equivalent to 1201.20 sq. mtrs.) together with one shed and ground plus one storeyed tenanted residential building known as "Jitendra Kunj" standing thereon situated at Parekh Lane, Kandivali (West), Mumbai - 400 067 unto the said Siddharth Apartment Private Limited on the terms and conditions contained therein. The said Deed of Conveyance Dated 27<sup>th</sup> February 1980 was lodged for registration with Sub-Registrar of Bombay on 27/02/1980 under Serial No.S-471 of 1980 and the same was indexed and registered on 2<sup>nd</sup> February, 1995
- (e) It appears that, by an Agreement to Lease Dated 1<sup>st</sup> June 1985 made and entered into between Siddharth Apartment Private Limited, therein referred to as the Lessor of the One Part and Span Builders, therein referred to as the Lessee of the Other Part, the said Siddharth Apartment Private Limited agreed to demise and give lease of the portion of the said property admeasuring 633.20



sq. mtrs or thereabouts together with the building structure known as Jitendra Kunj (Hereinafter referred to as "the said Property") unto Span Builders for a period of 999 years commencing from 1<sup>st</sup> February 1989 and on the terms and conditions contained therein.

- (f) It appears that, thereafter by an Indenture of Lease Dated 26<sup>th</sup> May, 1989 made and entered into between Siddharth Apartment Private Limited therein referred to as the Lessor of the First Part, Span Builders, therein referred to as the Confirming Party of the Second Part and RAMESH RANCHHODDAS PAREKH (HUF) therein referred to as Lessee of the Third Part. The said Siddharth Apartment Private Limited and Span Builders demised and granted lease of the said Leased Property unto RAMESH RANCHHODDAS PAREKH (HUF) for a period of 999 years commencing from 1<sup>st</sup> February, 1989 and on terms and conditions contained therein. The said Indenture of Lease Dated 26<sup>th</sup> May, 1989 was lodged for registration with Joint Sub-Registrar IV, Bombay Bandra on 26/05/1989 under Sr. No. P/6132 of 1989 and the same was indexed and registered on 16/08/1993.
- (g) It appears that, in view of the said Indenture of Lease Dated 26<sup>th</sup> May, 1989, the Lessee became entitled to leasehold rights of the said property admeasuring 633.20 square meters for a period of 999 years w.e.f. 01/02/1989.
- (h) It further appears that, in terms of the said Indenture of Lease Dated 26<sup>th</sup> May, 1989, the said Lessee also became entitled to redevelop the said property by demolishing the existing structure



standing on the said property and to reconstruct new building by consuming total FSI permissible on the said property as per rules. Here it is pertinent to note that at the time of execution of said Indenture of Lease, the concept of TDR and Fungible FSI was not into existence, but the right to consume total permissible FSI as per the rules would mean the right to utilise the FSI as well as TDR and other incentive FSI as may be available as per the present Development Control Regulations in force at the time of its actual construction

- (i) It appears that, pursuant to the said Indenture of Lease Dated 26<sup>th</sup> May, 1989, the said Siddharth Apartment Private Limited and Span Builders had attorned the tenancy of the Tenants occupying Jitendra Kunj standing on the portion of the Leased Property in favour of RAMESH RANCHHODDAS PAREKH (HUF).
- (i) It appears that, in view of the aforesaid, the said **RAMESH RANCHHODDAS PAREKH (HUF)** is Lessee of the said Property, subject to the rights of the tenants of the said property in respect of their existing rooms/shops in the said property. It is, further observed that the name of **RAMESH RANCHHODDAS PAREKH (HUF)** is also recorded on the property card of the said property.
- (ii) We had published public notice in two newspapers namely Free Press Journal in English and Nav Shakti in Marathi on 16/06/2022 inviting objection from any person having any share, right, title and interest in the said Property and to be submitted to us within 14 days from the date of publication of the said Public Notice. In response to the said Public Notice we had not received any



objection from any person till the date of issue of our Certificate Dt.20/07/2022.

- (iii) It appears that the said building being in dilapidated condition, the Assistant Engineer-II(B&F), R/South Ward of Municipal Corporation of Greater Mumbai had issued notice under section 354 of Mumbai Municipal Corporation Act, 1888 read with section 489 bearing no. ACR/S/DO/BF-30/899/354/W Dt.10/05/2022 for demolition of Building "Meena House" and subsequently demolished the said building "Meena House".
- (iv) It appears that, the Lessee have got plans and specifications sanctioned from MCGM and obtained IOD bearing No. CHE/WS-II/0711/R/N/337(NEW)/1/NEW Dt.01/12/2023 in respect of construction of new Building.
- (v) We refer to and rely upon the search carried out by search clerk S.D.JADHAV and as per Search Report dated 28/06/2022 and Search Report for 3 years carried out by search clerk P.S.JADHAV, as per his Search Report dated 30/01/2024 no such specific charge or encumbrance is found on the said property.
- (vi) In the circumstances, we hereby certify that, in our opinion, subject to whatever stated above, the prima facie title of **RAMESH RANCHHODDAS PAREKH (HUF)** to the said Property more particularly stated in Schedule hereunder written as disclosed by the relevant documents and subject to the rights of tenants of the said property in respect of their existing rooms is marketable, free from all encumbrances and charges. This Title Certificate has been issued on the strict understanding and agreement that the same



is for the limited purpose of prima facie certification of title of **RAMESH RANCHHODDAS PAREKH (HUF)** and for no other purpose, it being clearly agreed and understood that the certification for any other purpose shall be issued after due investigation of title, as such advocate may deem fit.

- (vii)** Further it being clearly agreed and understood that this Title Certificate is issued on perusal of the photocopies of documents and averments made in Agreements, Papers and Documents referred above and that no original documents are produced before us and we have relied upon the photocopies of documents produced before us.

**IT MAY BE NOTED THAT:**

- (a)** We have not visited/inspected any part of the Demised property or any part thereof;
- (b)** We have barely seen copies of documents furnished to us and referred herein.
- (c)** The aspects of zoning, permitted use, reservation/set back (if any), development potential/Floor Space Index and developability of the Demised Property fall within the scope of an architect review and we express no views about the same; and
- (d)** The following has been assumed by us:
- (i)** Copies of documents/papers provided to us are precise and genuine copies of originals



- (ii) Each document/paper has been signed/executed by persons purporting to sign/execute the same and such person has full authority and power to do so; and
- (iii) Save and except the Documents referred to in Annexure "A" none of the other Documents referred in this Certificate has been submitted to us and the averments herein are made in respect of such documents from the above Documents received by us and that we have not seen or inspected the originals of all the Title Documents but few and that we refer to and rely upon the such Documents and this Certificate is based on presumption that such documents referred as precise and genuine
- (e) In no circumstances, shall the cumulative liability, if any, of our firm viz. Messrs. Kirti Nagda & Associates, Advocates & Notary, its Associates or employees, in connection with the preparation or issue of this Report on Title, exceed the professional fees paid by **RAMESH RANCHHODDAS PAREKH (HUF)** to us in that behalf.

Yours Truly,

  
(Advocate)



Date: 01/02/2024

**Annexure "D"**

**FLOW OF THE TITLE OF THE SAID LAND**

Sr. No.	Particulars	Particulars						
1	P.R.Card	Property Card of property bearing C.T.S. No. 96, 96/1 to 8 of Village Malad North, Taluka Borivali, District - Mumbai Suburban						
2	Mutation Entry	<table border="1"> <thead> <tr> <th data-bbox="676 981 876 1122">CTS No</th> <th data-bbox="876 981 1177 1122">Mutation Entry No</th> <th data-bbox="1177 981 1390 1122">Mutation Entry Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="676 1122 876 1391">96, 96/1 to 8</td> <td data-bbox="876 1122 1177 1391">Mutation Done in the name of RAMESH RANCHHODDAS PAREKH (HUF)</td> <td data-bbox="1177 1122 1390 1391">14/03/1995</td> </tr> </tbody> </table>	CTS No	Mutation Entry No	Mutation Entry Date	96, 96/1 to 8	Mutation Done in the name of RAMESH RANCHHODDAS PAREKH (HUF)	14/03/1995
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3	Search Report	<p><b>a.</b> Search Report for 42 years carried out by search clerk S.D.JADHAV, as per his Search Report dated 28/06/2022.</p> <p><b>b.</b> Search Report for 3 years carried out by search clerk P.S.JADHAV, as per his Search Report dated 30/01/2024.</p>						



4	Any other relevant title	<p><b>i.</b> Deed of Conveyance Dated 27<sup>th</sup> February 1980 lodged for registration with Sub-Registrar of Bombay on 27/02/1980 under Serial No.S-471 of 1980 and indexed and registered on 2<sup>nd</sup> February, 1995 made and entered into between the Kacharia Family, therein referred to as Vendors of the One Part and Siddharth Apartment Private Limited, therein referred to as the Purchaser of the Other Part.</p> <p><b>ii.</b> Indenture of Lease Dated 26<sup>th</sup> May, 1989 lodged for registration with Joint Sub-Registrar IV, Bombay Bandra on 26/05/1989 under Sr. No. P/6132 of 1989 indexed and registered on 16/08/1993 made and entered into between Siddharth Apartment Private Limited therein referred to as the Lessor of the First Part, Span Builders, therein referred to as the Confirming Party of the Second Part and RAMESH RANCHHODDAS PAREKH (HUF) therein referred to as Lessee of the Third Part.</p> <p><b>iii.</b> Public notice in two newspapers namely Free Press Journal in English and Nav Shakti in Marathi on 16/06/2022.</p> <p><b>iv.</b> Our earlier Title Certificate Dt.20/07/2022</p>
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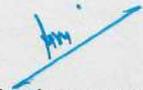


		<p><b>v.</b> Notice under section 354 of Mumbai Municipal Corporation Act, 1888 read with section 489 bearing no. ACR/S/DO/BF-30/899/354/W Dt.10/05/2022 for demolition of Building "Meena House".</p> <p><b>vi.</b> IOD bearing No. CHE/WS-II/0711/R/N/337(NEW)/1/NEW Dt.01/12/2023 in respect of construction of new Building.</p>
5	Litigations if any:	<p>1. R.A.E &amp; R Suit No.36/58/14 filed before the Hon'ble Small Causes Court at Mumbai, Bandra, Filed by RAMESH RANCHHODDAS PAREKH (HUF) against Shri. Kirti Bhagwandas Soni &amp; Ors.</p> <p>2. R.A.E &amp; R Suit No.809/1995 filed before the Hon'ble Small Causes Court at Mumbai, Bandra, Filed by RAMESH RANCHHODDAS PAREKH (HUF) against RAMNIKLAL P SARVAIYA.</p> <p>3. R.A.E &amp; R Suit No.307/812/1995 filed before the Hon'ble Small Causes Court at Mumbai, Bandra, Filed by RAMESH RANCHHODDAS PAREKH (HUF) against RAMNNIKLAL SHAMBHULAL MATHURIA.</p>



		<p>4. R.A.E &amp; R Suit No.37/59/2014 filed before the Hon'ble Small Causes Court at Mumbai, Bandra, Filed by RAMESH RANCHHODDAS PAREKH (HUF) against BABULAL. V.KAPADIA.</p> <p>5. S.C.Suit No.1874 of 2009 in Hon'ble City Civil Court, Dindoshi, Mumbai, Filed by Dr Mahesh. D. Mehta against (1) Siddarth Apartments PVT LTD (2) RAMESH RANCHHODDAS PAREKH (HUF).</p> <p>6. Suit No.420 of 2022 in Bombay High Court Ramesh Ranchhoddas Parekh HUF v/s Siddharth Apartments Private Limited.</p>
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Yours Truly,

  
(Advocate)



Date:01/02/2024

From:

**P.S. JADHAV**

(SEARCH CLERK)

MUMBAI 400 083

CELL: 9421575544

Date : 30.01.2024

TO

**M/S. KIRTI NAGDA & ASSOCIATES**

Advocate, High Court

5, Trimurti Krupa Co-op. Hsg. Soc. Ltd.,

Gr. Floor, Behind Post Office,

TilakMandir Road,

Vile Parle (E), Mumbai 400057.

Dear Sir,

**Sub: Investigation of the title of the property in respect of all that piece or parcel of land or ground situate, lying and being at Parekh Gully, Off S.V. Road, Malad (North) Village, Kandivali (West), Taluka Borivali, Dist. Mumbai and Bandra Suburban**

**Survey No. 97, H.No. 04**

**C.T.S. Nos. 96, 96/1 to 8**

**Known as "JITENDRA KUNJ"**

**Area 633.20 Sq.Mtrs.**

**Owner: SHRI RAMESH RANCHHODDAS PAREKH**

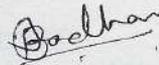
1) Notes of Search regarding the above mentioned property taken through Online of the Mumbai and Bandra Sub-Registrar Office from the year 2021 to 2024 and also at Borivali - 1 to Borivali - 9 S.R. Office from 2021 to 2024.

2) At the outset it may please be noted that I have not found any documents or transactions relevant to the property concerned appears to have been registered during the above mentioned period.

**Note:**

I have conducted the above search report through online only, therefore this search report is only on the basis of available documents through online at the time of search.

Also, sometimes there are problems with online search facility accorded by SRO and hence we are unable to confirm any existing charges recorded under a notice of intimation of which please note.



**P.S. JADHAV**  
**(Search Clerk)**

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Search taken at Mumbai & Bandra  
S.R. Office from 2021 to 2024 and  
also at Borivali -1 to 9, S.R. Offices  
from 2021 to 2024.  
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**Investigation of the title of the  
property in respect of all that  
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at Parekh Gully, Off S.V. Road,  
Malad (North) Village, Kandivali  
(West), Taluka Borivali, Dist.  
Mumbai and Bandra Suburban  
Survey No. 97, H.No.  
C.T.S. Nos. 96, 96/1 to 8  
Known as "JITENDRA KUNJ"  
Area 633.20 Sq.Mtrs.**  
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**Searcher**

Shri P.S.Jadhav  
Bldg.No.210/8344  
Kannamwar Nagar-1  
Vikhroli (East)  
Mumbai 400083.