

713/KPM/2024

To,

Maharashtra Real Estate Regulatory Authority (MahaRERA),
Mumbai Headquarters,
6th & 7th Floor, Housefin Bhavan,
Plot No: C - 21, E - Block,
BandraKurla Complex,
Bandra (East), Mumbai 400051.

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to:-
ALL THAT piece or parcel of land or ground bearing
Survey No. 25, Hissa No.2 (part) corresponding to CTS
No.344 being Plot No.8B admeasuring 1215 square
meters (as per P.R. Card) together with a building
standing thereon known as "Parmar House" situate
lying and being in Moti Udyognagar, of Village Valnai
(Malad), Taluka Borivali in the Mumbai Suburban District
(hereinafter referred to as the "**said Property**").

A. We have investigated the title of the said Property at the
request of **Aditya Realtors & Hospitality LLP.** (hereinafter referred to
as "**the LLP/Developers**") and the following documents i.e.:-

1) **DESCRIPTION OF THE SAID PROPERTY:**

ALL THAT piece or parcel of land or ground bearing Survey
No. 25, Hissa No.2 (part) corresponding to CTS No.344 being
Plot No.8B admeasuring 1215 square meters (as per P.R.Card)
situate lying and being in Moti Udyognagar, of Village Valnai
(Malad), Taluka Borivali in the Mumbai Suburban District
together with a building standing thereon known as "Parmar
House" (hereinafter referred to as the "**said Property**").

2) **THE DOCUMENTS OF TITLE OF THE SAID PROPERTY**

The documents relating to title of the said property are listed
in "**Annexure C**".

3) **PROPERTY CARD, 7/12 EXTRACT and MUTATION ENTRIES**

We have perused the Property Register Card (PRC) dated 14th November, 2024, 7/12 Extracts and Mutation Entries and the names of the respective Owners are mutated in the PR card. We have not found any encumbrance to the said Property.

4) **SEARCH REPORT FOR 62 YEARS FROM 1962 till 2022 AND FROM 2022 TO 2024.**

We have also taken necessary search with the concerned office of the Sub-Registrar of Assurances from the year 1962 to 2024 (62 years) in respect of said Property and have not found any encumbrance to the said Property.

B. On perusal of the above mentioned documents and all other relevant documents relating to the title of the said Property and subject to what is set out in the Title Report dated 2nd December, 2024, issued by us, we are of the opinion that the title of the respective Owner to the said Property is clear and marketable free from all encumbrances and M/s Aditya Arayn Developers LLP, is entitled to redevelop the said Property, subject to the compliance of the conditions laid down by MCGM and other statutory Authority and with an obligation to provide constructed area to the Owner, as agreed in Development Agreement.

Owner of the Land as per PR Card:

Sr. No.	Owner of the Plot (as per PR Card)	S. No. /H. No.	CTS No.	Area in Sq. Mtrs.
1.	Mrs. Jyoti Jayantilal Kawa	25/2 (pt)	344	1215

As per P.R. Remark, the name of the Owner is shown as the present Owner.

There are no pending suits/proceedings in respect of the said Property as mentioned in **Annexure "B"**.

- C. The report reflecting the flow of the title of the Owners/Promoters to the said Property is enclosed herewith as **Annexure "A"**.

For PRAVIN MEHTA AND MITHI & CO.,



Partner

Place: Mumbai

Date: 2nd December, 2024.

Encl:-

Annexure 'A':- Flow of Title of the said Property.

Annexure 'B':- List of pending suits, if any.

Annexure 'C':- Documents of Title of the said Property.

ANNEXURE – "A"

TITLE REPORT

M/S. ADITYA ARAYN DEVELOPERS LLP.,

Shop No.7, Ahimsa Tower,
Ahimsa Marg, Chincholi,
Malad (West),
Mumbai – 400 064.

Dear Sirs,

As instructed by you we have investigated the title in respect of the Property bearing Survey No. 25, Hissa No.2 (part) corresponding to CTS No.344 being Plot No.8B admeasuring 1215 square meters together with a building standing thereon known as "Parmar House" situate lying and being in Moti Udyognagar, of Village Valnai (Malad), Taluka Borivali in the Mumbai Suburban District (hereinafter referred to as the "**said Property**") and more particularly described in Clause I herein below and we submit our report, *inter alia*, as under:-

I. **DESCRIPTION OF THE PROPERTY:-**

ALL THAT piece or parcel of land or ground bearing Survey No. 25, Hissa No.2 (part) corresponding to CTS No.344 being Plot No.8B admeasuring 1215 square meters (as per P.R.Card) situate lying and being in Moti Udyognagar, of Village Valnai (Malad), Taluka Borivali in the Mumbai Suburban District together with a building standing thereon known as "Parmar House" (hereinafter referred to as the "**said Property**").

II. **INSTRUCTIONS:-**

Under instructions from M/s. Aditya Arayn Developers LLP., the Developers, we have through our Search Clerk, Mr. D.K. Patil taken searches of the records of Sub-Registrar of

Assurances at Mumbai, Bandra, Goregoan, Magathane and Borivali between the period 1962 to 2024 and City Survey Land Records and Revenue Records of the Collector of Mumbai and Mumbai Suburban and have also caused Public Notice to be published in newspapers inviting claims from members of the Public.

III. **DEVOLUTION OF TITLE:-**

We have perused the documents of title, copies of permissions furnished by the Competent Authorities for the development of the said property and the Search Report of the Search Clerk, Mr. D.K.Patil and we find as under:-

- (a) By an Indenture dated 25th January, 1962, duly registered with the Sub-Registrar of Assurances at Bandra under serial No. BND/227 of 1962 made between (1) Mr. Ramnath Sadanand Paralkar, (2) Kiron Ramnath Paralkar, (3) Sandhya Ramnath Paralkar (Nos. 2 and 3 being minors through their father and duly appointed guardian the said Ramnath Sadanand Paralkar), (4) Pandharinath Sadanand Paralkar (5) Deepak Pandharinath Paralkar a minor through his father and duly appointed guardian the said Pandharinath Sadanand Paralkar, (6) Kashinath Sadanand Paralkar, (7) Prashant Kashinath Paralkar a minor through his father and duly appointed guardian the said Kashinath Sadanand Paralkar, (9) Yeshwant Sadanand Paralkar, (10) Parag Yeshwant Paralkar, a minor through his father and duly appointed guardian the said Yeshwant Sadanand Paralkar, therein referred to as the Vendors of the One Part; and Mr. Motibhai Naranbhai Patel therein referred to as the Confirming Party of the Second Part and (1) Dattaram Anant Kavle, (2) Vinayak Dattaram Kavle, (3) Prabhakar Dattaram Kavle, (4) Ravindranath Dattaram Kavle, (5)



Parmanand Dattaram Kavla and (6) Raghunath Dattaram Kavle, (Nos. 5 and 6 being minors through their father and duly appointed guardian the said Dattaram Anant Kavle) carrying on business in Partnership in the firm name and style of Diamond Mechanical Works, herein referred to as 'the Firm' therein referred to as the Purchasers of the Third Part, the said Vendors therein sold, conveyed and transferred and the Confirming Party therein confirmed the same unto the Purchasers therein, the Property bearing Survey No. 25, Hissa No.2 pt. corresponding to CTS No. 344 admeasuring 1260 sq. mtrs. or thereabouts (now as per P.R.Card admeasuring 1215 Sq. mtrs.) being Plot No. 8B in Moti Udyognagar, of Village Valnai, Malad, Taluka Borivali (hereinafter referred to as **the "said Property"**) and more particularly described in the Schedule thereunder written and in Clause I hereinabove written for the consideration and on the terms and conditions as mentioned therein;

- (b) The said Shri Dattaram Anant Kavle, one of the partners of the Firm expired on 9th December, 1963, and the Firm admitted his widow, Smt. Sumitrabai Dattaram Kavle as a partner of the Firm.
- (c) Shri Prabhakar Dattaram Kavle, one of the partners of the Firm expired on 20th December, 1968 and the Firm admitted his widow Smt. Pratibha Prabhakar Kavle as a partner of the Firm.
- (d) By a Deed of Conveyance dated 2nd September, 1969, registered with the Sub-Registrar of Assurances at Bandra under serial No. BND/1919 of 1969, executed between (1) Vinayak Dattaram Kawle (2)

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Ravindra Dattaram Kawle, (3) Smt. Sumitrabai Dattaram Kawle, (4) Smt. Pratibha Prabhakar Kawle (5) Raghunath Dattaram kawle and (6) Parmanand Dattaram Kawle carrying on business in partnership in the firm name and style of Diamond Mechanical Works therein called the Vendors of the First Part, Surendrakumar Pragjibhai Solanki, therein called the Confirming Party of the Second Part and Ishwarlal Ranchhoddas Parmar therein called the Purchaser of the Third Part, the Vendors therein sold, conveyed and transferred and the Confirming Party therein confirmed the same unto the Purchasers therein the said Property more particularly described in the Schedule thereunder written and in Clause I hereinabove written for the consideration and on the terms and conditions therein set out;

(e) The said Ishwarlal Ranchhoddas Parmar expired at Mumbai on 19th January, 1995 leaving behind him, his widow Chandrikaben Ishwarlal Parmar, his two sons, Prakash Ishwarlal Parmar and Parimal Ishwarlal Parmar and his married daughter Mrs. Jyoti Jayantilal Kawa nee Jyoti Ishwarlal Parmar as his only heirs and legal representatives as per the law by which he was governed at the time of his death;

(f) The said Parimal Ishwarlal Parmar a bachelor, died intestate on 4th April, 2002 and the said Prakash Ishwarlal Parmar, also a bachelor died intestate on 26th July, 2002 both leaving behind their mother the said Chandrikaben Ishwarlal Parmar as their only heir and legal representative as per the law by which they were governed at the time of their death.

(g) As per the Property Registered Card, the names of Chandrikaben Ishwarlal Parmar and Jyoti Jayantilal



Kawawere were mutated on 5th November, 2015 as the Owners of the said Property.

- (h) The said Chandrikaben Ishwarlal Parmar expired on or about 14th December, 2017 leaving behind her last Will and Testament dated 8th August, 2017 ("**said Will**") and her only surviving daughter, Mrs. Jyoti Jayantilal Kawa nee Jyoti Ishwarlal Parmar (hereinafter referred to as "the Owner") as her only heir and legal representative as per the law by which she was governed at the time of her death. The Owner was also the Executrix of the said Last Will of the said Chandrikaben Ishwarlal Parmar and the beneficiary of the said Property under the said will.
- (i) The said Jyoti Jayantilal Kawa, applied for Probate of the said Will of Chandrikaben Ishwarlal Parmar and has been granted the Probate in respect of the property and credits of the said Chandrikaben Ishwarlal Parmar, by the Hon'ble High Court at Bombay in its Testamentary and Intestate Jurisdiction in Petition No. 2457 of 2019 on 16th March, 2020.
- (j) In the Premises, the said Jyoti Jayantilal Kawa, became the absolute Owner and entitled to the said Property and has marketable title free from encumbrances beyond reasonable doubt to the said Property more particularly described in Clause I hereinabove written.
- (k) There was a structure/building (since demolished) on the said Property and there are 3 tenants occupying 3 units in the said building.
- (l) By a Development Agreement dated 9th October, 2022 duly registered with the Joint Sub Registrar of

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Assurances at Borivali under Sr. no. BRL-5/14343/2022 on 10th October, 2022 ("**Development Agreement**") executed between (1) Mrs. Jyoti Jayantilal Kawa therein referred to as "the Owner" of the One Part and M/s Aditya Arayn Developers LLP (the word 'Arayn' inadvertently written as 'Aryan') herein and therein referred to as "the Developers" of the other Part, the Owner granted the Development rights in respect of the said Property described in the Schedule thereunder written and in Clause I hereinabove written in favour of the Developers for the terms and conditions more particularly set out therein.

(m) The Owner also executed a Power of Attorney dated 9th October, 2022 duly registered with the Joint Sub Registrar of Assurances at Borivali under Sr. no. BRL-5/14347/2022 on 10th October, 2022 in favour of (1) M/s Aditya Arayn Developers LLP, (2) Mr. Dinesh Agarwal and (3) Mr. Rahul Bansal, to carry out the intent of the Development Agreement.

(n) By a Deed of Transfer dated 19th January, 2023 duly registered with the Office of the Sub-Registrar of Assurances at Borivali-5, under Sr. No. BDR-11/1165/2023 on 19th January, 2023 executed between Jyoti Jayantilal Kawa, therein referred to as the Trustee of the One Part and Jyoti Jayantilal Kawa therein referred to as the as the Beneficiary of the Other Part, the Trustee therein transferred the 50% undivided share, right, title and interest in respect of the said Property described in the Schedule thereunder written and in Clause I hereinabove written in favour of the beneficiary therein.

(o) Pursuant thereto, on 1st March, 2023, the name of Smt. Chandrikaben Jayantilal Kawa was deleted and her



50% undivided share in the said Property came to be transferred to Mrs. Jyoti Jayantilal Kawa and the name of Mrs. Jyoti Jayantilal Kawa is mutated in the Property Register Card as the absolute Owner of the said Property.

- (p) In pursuance of the Development Agreement and the Agreements to provide Permanent Alternate Accommodation to the three Tenants, the Developers have agreed to provide to the Owner constructed area and the Tenants, permanent alternate accommodation, in the building proposed to be constructed on the said property described in Clause I herein above after demolition of the existing building on the terms and conditions recorded therein.
- (q) Pursuant to the above, the Developers are entitled to demolish the existing building and construct in place thereof a multistoried building by consuming and utilizing the entire available FSI arising out of the said property, the FSI available by demolishing the existing building; the FSI/TDR area available in accordance with the provisions of DC Rules and Regulations by payment of the premium or otherwise or area available free of FSI and by acquiring and loading outside TDR on the said Property and consuming Fungible FSI/ area.
- (r) The Promoters have submitted the Building Plans to the Brihanmumbai Municipal Corporation ("BMC") and the same have been sanctioned by the BMC vide IOD dated 27th September, 2023 bearing No. P-14938/2023/(344)(92)/P/N Ward/VALNAI/IOD/1/New. Pursuant thereto the Developers have demolished the said building and commenced construction as per the Commencement Certificate dated 23rd

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September 2024 issued by the BMC upto the plinth level.

IV. SEARCHES:-

We have also caused the searches made from the year 1962 to 2022 (60 years) and from the year 2022 to 2024 in the office of the Sub-Registrar of Mumbai and Bandra and in the office of Sub-Registrar of Bandra and Mumbai, Borivali, Goregaon, Magathane in respect of the said property.

V. PUBLIC NOTICE:

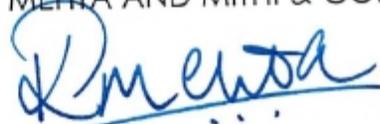
Under your instructions we have caused the public notice issued in the newspapers in vernacular language i.e. (1) Navshakti (2) Janmabhoomi and in English language (3) Free Press Journal all published on 18th October, 2022 in respect of the said Property and we have not received any claim or objection affecting the title of the said Property.

TITLE REPORT

Subject to whatever is set out hereinabove, we are of the opinion that the title of the Owner in respect of the said property described in clause 1 hereinabove is marketable, free from encumbrances and M/s Aditya Arayn Developers LLP., the Developers are entitled to redevelop the said property in accordance with the sanctioned building plans and the Development Control And Promotion Regulations for Greater Mumbai, 2034 and construct a building/s on the said property.

Dated this 2nd day of December, 2024

Yours faithfully,
For PRAVIN MEHTA AND MITHI & CO.



Partner.

ANNEXURE - "B"

THE LIST OF LITIGATIONS

NIL

For PRAVIN MEHTA AND MITHI & CO.,


Partner

Place: Mumbai

Date: 2nd December, 2024

ANNEXURE "C"

List of Documents relating to the title of the said Property

- a. Indenture dated 25th January, 1962 registered with the Sub-Registrar of Assurances at Bandra under serial No. BND/227 of 1962.
- b. Deed of Conveyance dated 2nd September, 1969, registered with the Sub-Registrar of Assurances at Bandra under serial No. BND /1919 of 1969.
- c. Will and Testament dated 8th August, 2017 of Smt. Chandrikaben Ishwarlal Parmar.
- d. Probate dated 16th March, 2020 granted by the High Court at Bombay in its Testamentary and Intestate Jurisdiction in Petition No. 2457 of 2019.
- e. Development Agreement dated 9th October, 2022 registered with the Joint Sub Registrar of Assurances at Borivali under Sr. no. BRL-5/14343/2022 on 10th October, 2022.
- a. Power of Attorney dated 9th October, 2022 registered with the Joint Sub Registrar of Assurances at Borivali under Sr. no. BRL-5/14347/2022 on 10th October, 2022.
- b. Deed of Transfer dated 19th January, 2023 registered with the Office of the Sub-Registrar of Assurances at Borivali-5, under Sr. No. BDR-11/1165/2023 on 19th January, 2023.
- f. Search report for 60 years from the year 1962 to 2022 dated 26th November, 2022 and for 3 years from the year 2022 to 2024 dated 29th November, 2024.
- g. Property Registered Card dated 14th November, 2024.

Place: Mumbai

Date : 2nd December, 2024.

For PRAVIN MEHTA AND MITHI & CO.,

Partner.