

# Varun N. Mamniya

Advocate & Solicitor

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FORMAT - A  
(Circular No.: 28/2021)

To,  
Hon'ble MahaRERA  
Housefin Bhavan, E - Block  
Bandra Kurla Complex  
Bandra (E), Mumbai 400051

## LEGAL TITLE REPORT

**Sub:** Title clearance certificate with respect to all that piece and parcel of freehold Land admeasuring 840.02 sq. meters (after deducting area in set back) bearing CTS No. 5371/B and Plot Survey No.255/6 B, being portion of the land bearing Old CTS Nos. 5371, 5372, 5373, 5374 & 5375 (as per DP Records), together with the building known as "Peraj Palace" (now demolished) comprising of 2 Wings, consisting of Ground + Three Upper Floors and situated at "N" - Ward No. 700, Street No. 91, lying and being at Tilak Road, Ghatkopar (East), Mumbai - 400077 within the Registration District and Sub - District of Mumbai Suburban, being assessed by the Municipal Corporation of Greater Mumbai under 'N' Ward.

A. I have investigated the title of Vardhaman Infra Construction Limited ("Promoter") and Peraj Palace Co-operative Housing Society Limited ("Owner/Society") and the following documents:

1. Description of the property:

All that piece and parcel of freehold Land admeasuring 840.02 sq. meters (after deducting area in set back) bearing CTS No. 5371/B and Plot Survey No.255/6 B ("said Land") being portion of the land bearing Old CTS Nos. 5371, 5372, 5373, 5374 & 5375 (as per DP Records), together with the building known as "Peraj Palace" (now demolished) comprising of 2 Wings, consisting of Ground + Three Upper Floors ("said Old Building") and situated at "N" - Ward No. 700, Street No. 91, lying and being at Tilak Road, Ghatkopar (East), Mumbai - 400077 within the Registration District and Sub - District of Mumbai Suburban, being assessed by the Municipal Corporation of Greater Mumbai under 'N' Ward. The said Land and the said Old Building are collectively referred to as the "said Property".

2. I have investigated the following documents with respect to the title of the said Property:

- (i) Copy of Sale Certificate dated 13<sup>th</sup> July 1938;
- (ii) Copy of Deed of Partnership dated 30<sup>th</sup> January 1971;
- (iii) Copy of Agreement dated 3<sup>rd</sup> August 1978;



- (iv) Society registration Certificate bearing registration No. BOM/ HSG/ N. WARD 6991 of 1982 dated 28<sup>th</sup> October 1982;
- (v) Deed of Conveyance dated 12<sup>th</sup> November 1982;
- (vi) Property Card pertaining to the said Land downloaded on 4<sup>th</sup> October 2025, Ref: 2207100001602321;
- (vii) Development Agreement dated 14<sup>th</sup> June 2024 bearing Registration No. KRL-5/16226 of 2024, executed between the said Society, all the existing members of the said Society and Vardhaman Infra Construction Limited (i.e., the Promoter herein);
- (viii) Power of Attorney dated 14<sup>th</sup> June 2024 bearing Registration No. KRL-5/16237 of 2024 executed by the Society in favour of the Promoter herein;
- (ix) Search Report for 30 years i.e. from 1996 to 2025 issued by Kamlesh Satam, search clerk dated 26<sup>th</sup> September 2025.

B. On perusal of the abovementioned documents and all other relevant documents relating to title of the said Property, I am of the opinion that by virtue of the Deed of Conveyance dated 12<sup>th</sup> November 1982, the said Society herein is the absolute owner of the said Property as such also entitled to grant development rights for re-development of the said Property. Further, in my view, the Promoter Vardhaman Infra Construction Limited, by virtue of the Development Agreement dated 14<sup>th</sup> June 2024 read with the Power of Attorney dated 14<sup>th</sup> June 2024, has an absolute right to develop the said Property and is authorised to sell the free sale component to prospective allottees without any right, title and interest of the said Society and/ or its members.

C. I have also perused the DP remark of DP 2034 for the said Property, wherein the said Property is not affected by any reservation. I have also perused the Search report for 30 years i.e. from 1996 to 2025 issued by Kamlesh Satam, Search Clerk, dated 26<sup>th</sup> September 2025 and found no encumbrances on the said Property.

**Owner/Developer of the land:**

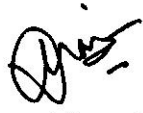
- (1) Peraj Palace C.H.S. Ltd. - CTS No. 5371/B and Plot Survey No.255/6 B at "N" - Ward No. 700, Street No. 91, Tilak Road, Joshi Lane, Ghatkopar (East), Mumbai - 400077.
- (2) Developer: Vardhaman Infra Construction Limited.
- (3) Qualifying comments/ remarks if any - None.

The report reflecting the flow of the title of Peraj Palace C.H.S. Ltd. as the owner of the said Property and the right of the Promoter to develop the said Property is enclosed herewith as annexure.

Date: 4<sup>th</sup> October 2025

Encl: Annexure



  
Varun Mamniya  
Advocate & Solicitor  
(Stamp)

# Varun N. Mamniya

Advocate & Solicitor

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## FLOW OF THE TITLE OF THE SAID PLOT

Sr. No.

- 1) Vide a Sale Certificate dated 13<sup>th</sup> July 1938, duly registered with the Sub-Registrar of Assurances at Thana under Registration No. 23 of 1938 on 26<sup>th</sup> July 1938 issued by the District Court, Thane, in favour of, i) Peraj Khatau and ii) Vallabhdas Peraj, partners of M/s. Khatau Shivji and Co. ("said Original Owner") at the auction sale held by District Court in Suit No. 337 of 1937 (Peraj Khatau & Ors V/s. K. A. Joshi), the said Original Owner purchased all that piece and parcel of freehold plot of larger land admeasuring 1884.12 sq. mtrs. (after deducting area in set back) together with the messuages tenements or dwelling house standing thereon bearing Plot No. 2 Survey No. 256 Part 7, 9 Gunthas, Plot No. 2, Survey No. 256 Part 1, 9 Gunthas and Plot No. 2, Survey No. 257 Part 6, 4 Gunthas and bearing old City Survey Nos. 5371, 5372, 5373, 5374 and 5375 and bearing N - Ward Nos. 699, 700, 701, 702 (1) and 702 (2) and Street No. 91, 93, 92 A and 324 being the Land at Ghatkopar ("said Larger Land") situate lying and being at Tilak Road, Village Ghatkopar-Kirol, in the registration district and sub-district of Mumbai Suburban.
- 2) Thereafter, one of the partners of M/s. Khatau Shivji and Co. i.e. said Original Owner namely, Vallabhdas Peraj expired on or about 4<sup>th</sup> November 1969, leaving behind his sons: i) Jaysinh Vallabhdas, ii) Dharmendra Vallabhdas, iii) Vasantkumar Vallabhdas and iv) Dilipkumar Vallabhdas. On or about 31<sup>st</sup> December 1970, the other partner of M/s. Khatau Shivji and Co. i.e. said Original Owner namely, Peraj Khatau also expired.
- 3) Owing to the aforesaid, i) Jaysinh Vallabhdas, ii) Dharmendra Vallabhdas, iii) Vasantkumar Vallabhdas and iv) Dilipkumar Vallabhdas were admitted as the partners of M/s. Khatau Shivji and Co. i.e. Original Owners, who agreed to carry on the business of the said firm pursuant to a Deed of Partnership dated 30<sup>th</sup> January 1971 and accordingly, the aforesaid new partners became seized and possessed of the said Larger Land.
- 4) Pursuant thereto, by an Agreement dated 3<sup>rd</sup> August 1978, executed between: M/s. Khatau Shivji and Co. i.e. said Original Owner through its partners, i) Jaysinh Vallabhdas, ii) Dharmendra Vallabhdas, iii) Vasantkumar Vallabhdas and iv) Dilipkumar Vallabhdas AND M/s. Vallabh Construction Co. through its partners, i) Jaysinh Vallabhdas, ii) Dharmendra Vallabhdas, iii) Vasantkumar Vallabhdas, iv) Dilipkumar Vallabhdas and v) Chandrakant Jeyram, the said Original Owner granted construction rights to M/s. Vallabh Construction Co. to construct a building alongwith the right to sell the shops, flats and other premises on ownership basis and further agreed to execute conveyance of the building constructed by the said M/s. Vallabh Construction Co. (i.e. the said Old Building)



and the portion of the land forming part of the said Larger Land i.e. the said Land in favour of M/s. Vallabh Construction Co. or its nominees.

- 5) Thereafter, M/s. Vallabh Construction Co. constructed the said Building (now demolished) and also sold flats and shops therein to several persons on ownership basis by entering into various agreements for sale. Thereafter, the purchasers of such flats and shops in the said Building formed themselves a co-operative housing society known as "Peraj Palace Co-operative Housing Society Limited" and the same was duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960, on 28<sup>th</sup> October 1982 under Registration No. BOM/HSG/ N. WARD 6991 of 1982.
- 6) In order to demarcate the said Land, the Municipal Corporation of Greater Mumbai passed an Order dated 25<sup>th</sup> March 1982 bearing No. CE/224/BSI/LON, wherein sanction was accorded for sub-division of the said Larger Land bearing Old CTS Nos. 5371, 5372, 5373, 5374 & 5375 into two plots of land, whereby *inter alia* the area of the said Land agreed to be conveyed by the said Original Owner to the said Society (as per aforesaid Agreement dated 3rd August 1978) was demarcated as (new) CTS No. 5371/B and plot bearing No. 255/6B having land admeasuring 1029.10 sq. mtrs. (comprising of 840.02 sq. mtrs. + set back area of 189.08 sq. mtrs).
- 7) By a Deed of Conveyance dated 12<sup>th</sup> November 1982 ("said **Deed of Conveyance**"), duly registered with the Sub-Registrar of Assurances under Registration No. S/4047 of 1982, executed between (1) M/s. Khatau Shivji and Co. i.e. said Original Owner through its partners, i) Jaysinh Vallabhadas, ii) Dharmendra Vallabhadas, iii) Vasantkumar Vallabhadas and iv) Dilipkumar Vallabhadas (*the Vendors therein*); (2) M/s. Vallabh Construction Co. through its partners i) Jaysinh Vallabhadas, ii) Dharmendra Vallabhadas, iii) Vasantkumar Vallabhadas, iv) Dilipkumar Vallabhadas and v) Chandrakant Jeyram (*the Confirming Party therein*); and (3) Peraj Palace Co-operative Housing Society Limited (*the Purchasers therein*), the said Vendors, with the confirmation of the said Confirming Parties conveyed and assigned the said Property in favour of the Purchasers therein i.e. Peraj Palace Co-operative Housing Society Limited (i.e. the Society/Owners herein) and accordingly, the said Society became absolutely seized and possessed of the said Property.
- 8) By virtue of the said Deed of Conveyance, the name of the said Society/Owners was entered into the Property Card with respect to the said Land CTS No. 5371/B on 18<sup>th</sup> December 1986 as the owner thereof.
- 9) By a Development Agreement dated 14<sup>th</sup> June 2024 ("said **Development Agreement**") duly registered with the Sub-Registrar of Assurances under Registration No. KRL-5/16226 of 2024, executed between Peraj Palace Co-op. Housing Society Limited (*the Society therein*), the existing members of the Society (*the Confirming Party therein*) and M/s. Vardhaman Infra Construction Limited through its nominee/director, Sahil B. Mehta ("said **Developer**") (*the Developer therein*), the Society granted redevelopment rights to the said Developer with respect to the said Property.

- 10) Subsequently, a Power of Attorney dated 14<sup>th</sup> June 2024 was executed by the said Society in favour of Mr. Sahil B. Mehta, director of the Promoter, which was duly registered with the Sub-Registrar of Assurances under serial No. KRL-5/16237 of 2024, to enable the constituted attorney therein to carry out the development of the said Property and to do all allied acts, deeds and things required for development of the said Property.
- 11) Property Card in respect of the said Land bearing CTS No. 5371/B issued by Brihanmumbai Municipal Corporation on 4<sup>th</sup> October 2025 Ref: 2207100001602321; Mutation Entry No. 1230.
- 12) Search Report for 30 years from Kamlesh Satam, search clerk, dated 26<sup>th</sup> September 2025.
- 13) Any other relevant title - NIL.
- 14) Litigations if any - NIL.

Date: 4<sup>th</sup> October 2025



A handwritten signature in black ink, appearing to be "Varun Mamniya".

Varun Mamniya  
Advocate & Solicitor  
(Stamp)