



ASD Associates

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TITLE REPORT

To,
Jenvee Infrastructure Pvt.Ltd.
Shop No.3, Parag Nagar,
Near Sai Baba Chawl,
Opp. Gurudwara, New Link Road,
Dahisar East,
Mumbai – 400068.

Dear Sirs,

The subject matter of this Title Report is all that piece and parcel of land bearing Survey No. 31 and 39 corresponding to CTS No. 147 admeasuring 924.12 sq. meters or thereabouts together with the structure standing thereon known as "Dindoshi Madhuban Co-operative Housing Society Limited", lying, being and situate at Shivdham Complex, (MHADA), Gen. Arun Kumar Vaidya Marg, Dindoshi, Malad (East), Mumbai-400097, of Village Dindoshi, Taluka – Borivali, Mumbai Suburban District, within the Registration District of Mumbai Suburban, more particularly described in the **Schedule** hereunder written and hereinafter referred to as "**the said Property**".

3. Vide clause (a) and (b) of Section 189 of the said Act, all the property, rights, liabilities and obligations of the said dissolved Board, including those arising under any agreement or commitment, became the property, rights, liabilities and obligations of the Authority;
4. The Board was possessed of or otherwise well and sufficiently entitled to among others, a piece or parcel of land admeasuring 924.12 sq. mtrs. or thereabouts situated at Survey No.31 and 39 being part of the Board's land at Dindoshi, Malad (East), Mumbai (hereinafter referred to as **"the said Land"**) with a further adjacent potential area known as Tit-bit portion. The said Land became the property of the Authority;
5. By and under an Indenture of Lease dated 13.12.1996 made between the said Authority therein referred to as the Lessor of the One Part, and the Society therein referred to as the Lessee/Society of the Other Part, the Authority agreed to

of the Society's Building standing on the said Land, at or for the consideration and in the manner therein contained.

7. In view of the aforesaid, the said Society is seized and possessed of, or otherwise well and sufficiently entitled to the said Plot of land and the Building/structure standing thereon.
8. By and under a Redevelopment Agreement dated 17.03.2011 ("**the said Agreement**") made between the said Society therein referred to as the Society of the One Part, M/s. Kabra Associates ("**Kabra**"), therein referred to as the Developers of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Borivali 2 under serial No. BRL-5/3874 of 2011, the Society therein granted development rights in respect of the said Property unto Kabra, at or for the consideration and upon the terms and conditions therein contained.

issued LOI dated 01.01.2015 in terms Resolution passed by the Society in their Special General Body Meeting held on 25.12.2014. However, due to various reasons the aforesaid M/s. Cosmos Corporation didn't show any further interest and hence Society cancelled the LOI. It further appears that a third highest bidder was approached by the Society, but no interest was shown by the third highest bidder in the Project.

12. Thereafter, Jenvee Infrastructure Pvt.Ltd. ("Jenvee") offered their Offer to redevelop the Society vide their letter Ref. No.JVI/08/2016 dated 12th August, 2016, which was accepted by Society and after many deliberations appointed Jenvee as the Developers of the said Property and accordingly a resolution dated 25.09.2018 was passed in the AGM dated 28.08.2016 in that regard.

13. By and under a Memorandum of Understanding (MOU) dated 23.10.2016 made between the Society therein referred to as the said Society of the One Part, Jenvee therein referred to as the Developers of the Other Part, the Society

Clerk, R.H. Shinde and has submitted his Search Report dated 07.09.2017 for searches caused at the office of the Sub-Registrar of Assurances at Bombay & Bandra for the year 1968 to 2017 and at Goregoan & Bandra for the year 1995 to 2017 & Borivali for 2005 to 2017.

16. Subject to what is stated hereinabove and subject to the said Title Report on Title and subject to and relying upon the documents as aforementioned, the title of Dindoshi Madhuban Co-operative Housing Society Limited to said Property appears to be clear, marketable and free from all encumbrances and you are entitled to redevelop the said Property as per the terms of the MOU, subject to a registered Development Agreement being executed in furtherance thereof.

17. General:

- (a) For the purpose of this opinion we have assumed:



- (i) Copy of the Indenture of Lease dated 13.12.1996 made between MHADA and Dindoshi Madhuban Co-operative Housing Society Limited and registered at Borivali under Serial No.PBDR-2/4506/96;
- (ii) Copy of the Deed of Sale dated 13.12.1996 made between MHADA and Dindoshi Madhuban Co-operative Housing Society Limited, and registered at Borivali under Serial No.PBDR-2/4508/96,
- (iii) Copy of the Redevelopment Agreement dated 17.03.2011 made between Dindoshi Madhuban Co-operative Housing Society Limited and M/s. Kabra Associates and registered at Borivali 2 under serial No. BRL-5/3874 of 2011;
- (iv) Copy of the Power of Attorney dated 17.03.2011 executed by Dindoshi Madhuban



- (viii) Copy of Property Register Card and Search Report by the Search Clerk, R.H. Shinde dated 07.09.2017; and
- (ix) Copy of the documents where original documents of title were not available
- (d) A certificate determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied despite any provisions in title documents to the contrary.
- (e) Even though this document is titled "Title Report it is in fact an opinion based on the documents perused by us. The title report has been so given at the request of the clients to whom it is addressed.
- (f) This opinion is limited to the matters pertaining to Indian Law (as on the date of this opinion) alone and we express no opinion on laws of any other jurisdiction.



On or towards the West : by 12.40 meters wide Road;
On or towards the North: by Boundary of B.H. & A.D.B.;
On or towards the South: by 9.15 meter wide Road.

Dated this 11th day of September, 2017.

Yours truly,

A handwritten signature in black ink, appearing to be 'S. M. S.', written over the printed name.

Partner,
ASD Associates,
Advocates & Solicitors