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TITLE REPORT

To :
M/s. Maniar Associates,
A/5, Tagore Park,
Opp Axis Bank, S.V. Road,
Malad West,
Mumbai – 400064.

Dear Sirs,

The subject matter of this Title Report is all that piece and parcel of land bearing Survey No.103, Hissa No.4, 5 and 8, corresponding to CTS Nos.1667, 1669 and 1670 in-aggregate admeasuring 1659 sq.yards equivalent to 1376.71 sq.mtrs. being the Final Plot No.209, of TPS – V, Vile Parle (East) at Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, more particularly described in the Schedule hereunder written and hereinafter referred to as “the said Property”.

1. Originally one Shri. Harjivan Devraj was the owner of all that piece and parcel of land bearing Survey No.103, Hissa No.4, 5 and 8, corresponding to CTS Nos.1667, 1669 and 1670 in-aggregate admeasuring 1659 sq.yards equivalent to 1376.71 sq.mtrs. being the

Final Plot No.209, of TPS – V, Vile Parle (East) at Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District. ("the said Property").

2. By and under a Deed of Mortgage dated 22.11.1949, made between the aforesaid Shri Harjivan Devraj therein referred to as the Party of the One Part, Mr. Armarsi Bhagwan & Shri Dullabhadas Bhagwat and 2 Others therein referred to as the Party of the Other Part, and registered with the office of the Sub-Registrar of Assurances under serial No. BOM/5283 of 1949, the aforesaid Shri Harjivan Devraj mortgaged the said Property in favour of Mr.Armarsi Bhagwan & Shri Dullabhadas Bhagwat and two others, at or for the terms and conditions and in the manner therein contained.
3. In or around the year 1951-52, three sons of the aforesaid Shri. Harjivan Devraj viz. (i) Mr. Rajnikant Harjivan, (ii) Mr. Pranjiwan Harjiwan and (iii) Mr. Tribhuvan Harjiwan filed Notice of Lispendence on 11.12.1951 in the Bombay Hon'ble Court against the aforesaid mortgage which was registered under the serial No. BOM/6414 of 1951 dated 05.03.1952.



4. In view of the aforesaid Lispendence in or around the year 1951, Suit Nos.1137 of 1951 and 1078 of 1951 came to be filed by the aforesaid Mr. Armarsi Bhagwan and Mr.Dullabhdas Bhagwan and 2 Others against (i) Shri. Harjivan Devraj, (ii) Mr. Rajnikant Harjivan, (iii) Mr. Pranjiwan Harjiwan and (iv) Mr. Tribhuvan Harjiwan in the Hon'ble Bombay High Court and thereafter in or around the year 1957, Consent Terms came to be filed which were registered under the Entry No.BOM/8163 of 1956 dated 23.04.1957, whereby Shri Harjivan Devraj and his three sons agreed to sell the said Property to Mr.Armarsi Bhagwan and Mr.Dullabhdas Bhagwan and 2 Others.
5. Pursuant to the consent terms a Deed of Conveyance dated 26/10/1959 made between (i) Mr. Rajnikant Harjivan, (ii) Mr. Pranjiwan Harjiwan and (iii) Mr. Tribhuvan Harjiwan therein referred to as the Vendors of the One Part, Mr. Armarsi Bhagwan & Mr.Dullabhdas Bhagwan and 2 Others therein referred to as the Purchasers of the Other Part, and registered with the Joint Sub-Registrar of Assurance at Mumbai City under the Entry No. BOM/8733 of 1959 dated 23.02.1960, the Vendors therein sold,



transferred, assigned and conveyed the said Property unto the Purchasers therein, at or for the consideration and in the manner therein contained.

6. By and under a Deed of Assignment dated 02/07/1966, registered vide Entry No. BOM/2430 of 1966 dated 19.03.1968 and under the Deed of Partition executed amongst Mr. Maneklal Bhagwan, Mr. Purshottam Haridas and Mr.Dullabhdas Bhagwan, and registered under the Entry No.BOM/R/523 of 1970 dated 01.08.1970, the said Property came to the share of the aforesaid Mr.Dullabhdas Bhagwan, and thus he became the absolute owner of the said Property.
7. The aforesaid Shri. Dullabhdas Bhagwandas Zaveri expired at Bombay on 19.04.1973, leaving behind him, his wife Smt. Laxmiben Dullabhdas Zaveri as his only heir, legal representative and the next of kin according to the Hindu Succession Act, 1956, under which he was governed at the time of his death. Prior to his death he made his Last Will and Testament dated 14.10.1970 whereby he appointed Smt. Laxmiben Dullabhdas Zaveri as the Sole Executrix of his Last Will and Testament. The aforesaid Smt.Laxmiben Dullabhdas Zaveri

being the Sole Executrix of the last Will and Testament applied for Probate being Testamentary and Intestate Petition No.16 of 1976 in the Hon'ble High Court, Bombay and obtained the Probate thereof on 10th day of February, 1977. By virtue of the Grant of Probate to the Petitioner Smt. Laxmiben Dullabhdas Zaveri, the Executrix of the Will who is also the beneficiary of the Property, alongwith her only son Shri Bhaskar Dullabhdas Zaveri (who was a minor at the time of his father's death) acquired the right, title and interest in the said Property.

8. By an Agreement for Sale dated 4th September, 1978 made between Smt. Laxmiben Dullabhdas Zaveri therein referred to as the Owner of the One Part, M/s. Amardeep Builders ("**Amardeep**"), therein referred to as the Purchasers of the Other Part, Owner therein agreed to sell the said Property unto the Purchasers therein, at or for the consideration and upon the terms and conditions therein contained.
9. Amardeep constructed a building known as '*Amardeep Mahal*' ("**the said Building**") on the said Property of land consisting of wings "A",



"B" and "C" of Ground and 4 plus upper floor as per the plan approved by MCGM.

10. The flat and shop Purchasers of Amardeep Mahal formed and registered a society known as 'Amardeep Mahal Co-operative Housing Society Ltd.', under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing registration No. BOM/W-KE/HSG/(TC)/2441 of 1987 dated 11.09.1987, having its registered office at Plot No.209, Nanda Patkar Road, Vile Parle (East), Mumbai – 400 057, ("**said Society**").
11. By and under an Indenture of Conveyance dated 10.12.2008 made between (i) Smt.Laxmiben Dullabhdas Zaveri and Another (through their Constituted Attorney Shri. Pragnesh Shah), therein referred to as the Vendors of the First Part, Amardeep Builders, therein referred to as the Confirming Party of the Second Part, and Amardeep Mahal Co-operative Housing Society Ltd., therein referred to as the Purchasers of the Third Part, and registered with the Joint Sub-Registrar of Assurances at Bandra under Serial No.BDR-4/11138 of 2008 on 10.12.2008, the Vendors therein sold, transferred, assigned

and conveyed and the Confirming Party confirmed unto the Purchasers therein i.e. the said Society, the said Property, at or for the consideration and in the manner therein contained. In furtherance of the aforesaid Indenture of Conveyance, the Vendors therein and Amardeep executed an Irrevocable Power of Attorney dated 19/03/2008 in favour of the said Managing Committee Members of the said Society, to do certain acts, things and matters contained therein and the same is registered with the Joint Sub-Registrar of Assurances at Lonavala under Serial No LVL/1577/06/2008.

12. In view of the aforesaid Conveyance, the Society became absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said Property.
13. By and under an Development Agreement dated 03.03.2009 ("**the said Development Agreement**") made between the Society therein referred to as the Society of the One Part, Sunshine Realtors Pvt. Ltd. ("**Sunshine**") therein referred to as the Developers of the Other Part, and registered with the office of the Sub-Registrar of Assurances at MSD under serial No.BDR-1/2023/2009 , whereby the Society granted



rights in favour of Sunshine to re-develop the said Property and construct a New Building thereon, at or for the consideration and on the terms and conditions recorded therein. In furtherance of the said Development Agreement, the Society also executed a Power of Attorney dated 03/03/2009 ("**the said POA**"), to do various acts, deeds and things in respect of the said Property. The said POA is registered with the office of the Sub-Registrar of Assurances under serial No. BDR-1/2024 of 2009.

14. In or around the year 2014, a Supplementary Agreement dated 20.10.2014 ("**the Supplementary Agreement**") was made between the Society therein referred to as the Society of the One Part, and Sunshine therein referred to as the Developers of the Other Part, and registered at the Office of the Sub-Registrar of Assurances Andheri-4 under Serial No.8959 of 2014 dated 20.10.2014 where-under certain clauses of said Development Agreement were changed / modified in the manner therein contained.
15. Pursuant to various permissions/sanctions from MCGM, Sunshine carried out work upto the stage of above the slab of 2nd Floor level of



the proposed new building to be constructed on the said Property, and thereafter stopped further construction work due to financial crunch and internal dispute of the company and did not pay the monthly rent/compensation payable to the member of the Society from 01/01/2015, pursuant to the said Development Agreement dated 03.03.2009 and Supplementary Development Agreement dated 20.10.2014, thereby committing various defaults of the terms and conditions of the said Development Agreement dated 03.03.2009, and Supplementary Development Agreement dated 20.10.2014.

16. The Society issued notices dated 06.04.2015 and 03.12.2015 and 23.01.2016 calling upon the Sunshine to pay the arrears of the rent/compensation to the members of the Society, however Sunshine failed to requisition of the Society.
17. Thereafter, the Society through Cryil Amarchand Mangaldas, Advocates & Solicitors Notice dated 7th April, 2016, terminated and cancelled the said Development Agreement dated 03.03.2009 read with the Supplementary Agreement dated 20.10.2014 and the said



Power of Attorney dated 03.03.2009 and have revoked the license which was granted to Sunshine to enter upon the said Property.

18. The Society has issued Public Notices dated published on 14.04.2016 in the (i) Free Press Journal (English) (ii) Navshakti (Marathi) and (iii) Janmabhoomi (Gujarati) for the informing the public that the said Development Agreement, Supplementary Agreement and the said Power of Attorney are terminated and license of Sunshine to enter upon the said Property is revoked. In pursuance of the above, the Society has not received claims/objections against the said Property.
19. By and under a Development Agreement dated 14.09.2016 ("**the said Development Agreement of 2016**") made between the said Society therein referred to as the Society of the One Part, the M/s. Maniar Associates ("**Maniar**") herein, therein referred to as the Developers of the Other Part, and registered with the office of the Sub-Registrar of Assurances at Andheri No.2 under serial No. BDR-4/8210 of 2016, the Society therein granted the rights of construction of the incomplete



Building on the said Property unto the Maniar herein, at or for the consideration and upon the terms and conditions therein contained.

20. In furtherance of the said Development Agreement of 2016, the Society therein has also executed a Power of Attorney dated 14.09.2016 in favour of Maniar to do various acts, deeds and things in respect of the said Property, in the manner therein contained; the aforesaid Power of Attorney dated 14.09.2016 is registered with the office of the Sub-Registrar of Assurances at Andheri -2 under serial No. 8211 of 2016.
21. The said Property falls within Town Planning Scheme-V of Vile Parle (E), bearing Final Plot No.209 and as per the TPS records of Form -1, (B Form), the area of the Plot is 1376.71 sq.mtrs. and the name of the Society i.e. Amardeep Mahal Co-operative Housing Society Limited is shown as the Owner thereof.
22. Subject to what is stated hereinabove and subject to and relying upon the documents as aforementioned,, the title of the said Society i.e. 'Amardeep Mahal Co-operative Housing Society Limited' to said



Property appears to be clear, marketable and free from all encumbrances and pursuant to the said Development Agreement of 2016, subject to the terms and conditions therein contained you are entitled to Re-Develop the said Property.

23. General:

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

- (i) the legal capacity of all natural persons, genuineness of all Signatures, authenticity of all documents submitted to us as certified or photocopies.
- (ii) that there have been no amendments or changes to the documents examined by us.
- (iii) the accuracy and completeness of all the factual representations made in the documents.
- (iv) all prior title documents have been adequately stamped and registered.

(b) For the purposes of this opinion we have relied upon information relating to:



lineage on the basis of revenue records and information provided to us by yourselves.

- (c) For the purposes of this opinion, we have relied upon
 - (i) copies of documents where original documents of title were not available.
 - (ii) copy of Property Register Cards.
- (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.

[Handwritten signature]

- (g) We are not certifying the boundaries of the above property nor are we qualified to express our opinion on physical identification at the said property.
24. This Report on Title is addressed to Maniar only. This Report may not be furnished, quoted or relied on by any person or entity other than aforementioned Maniar for any purpose without our prior written consent.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

("the said Property")

All that piece and parcel of land bearing Survey No.103, Hissa No.4, 5 and 8, corresponding to CTS No.1667, 1667/1 to 8, 1669, 1669/1 to 21, 1670, 1670/1 to 5, admeasuring 1368.71 sq.mtrs. or thereabout as per Property Cards and 1376.71 sq.mtrs. as per the Town Planning Records, being the Final Plot No.209, of TPS – V, Vile Parle (East) at Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, within the registration District of Mumbai Suburban, and bounded as follows :



On or towards the East : by Nanda Patkar Road.

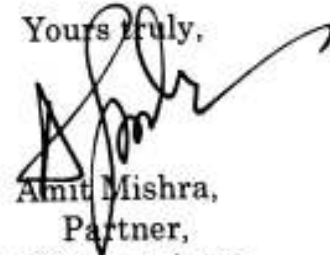
On or towards the West : bearing CTS No.1656.

On or towards the North: bearing CTS No.1665.

On or towards the South: bearing CTS No.1672.

Dated this 21st day of July, 2017

Yours truly,



Amit Mishra,
Partner,
ASD Associates,
Advocates & Solicitors