

Ref. No.: H/2013/11-14

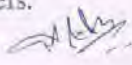
TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

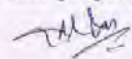
1. By a Deed of Conveyance dated 29th February 1964, registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No. BND/559 of 1964, made between Mrs. Marie D'Souza nee Marie D' Monte, therein called the Vendor of the One Part and (i) Mr. Marian Joseph D'souza, (ii) Mrs. Ursula Lawrence D'Souza and (iii) Mr. Joseph Francis D'souza (hereinafter for brevity's sake referred to as "**the said Original Owners**"), therein called the Purchasers of the Other Part, Mrs. Marie D'Souza sold, transferred and conveyed unto the said Original Owners, various pieces or parcels of land, including the land bearing Survey No.38, Hissa No.1 (Part), corresponding to C.T.S.No.216/A (Part) and 216/A/1, 216/A/4 to 11, admeasuring 6,099.9 Sq. Metres or thereabouts, of Village Valnai, Taluka Borivali, in the Registration District and Sub-District of Mumbai Suburban, situate at Marve Road, Opp. Orlem Church, Malad (West), Mumbai – 400 064, and more particularly described in the Schedule hereunder written (hereinafter for brevity's sake referred to as "**the said Property**"), at or for the consideration and on the terms and conditions more particularly stated therein.
2. Mr. Joseph Francis D'souza died intestate on or about 12th July 1967, leaving behind him, his widow Mrs. Mildred Joseph D'souza (now since deceased), 3 sons viz. Mr. Melvyn Joseph D'souza, Mr. Samson Joseph D'souza and Mr. Romeo Joseph D'souza (now since deceased) and 3 married daughters viz. Mr. Mavis Joseph D'souza, Mrs. Gladys Rodricks and Mrs. Queenie Vency Drego (now since deceased), as his only heirs and next of kin according to Indian Succession Act, 1925, as applicable to Indian Christians, by which he was governed at the time of his death.
3. By an Agreement for Sale dated 6th March, 1974, registered with the Sub-Registrar of Assurances at Bombay under Serial No.2386/10/12 of 1974, and made between the said Mr. Marian Joseph D'souza, Mrs. Ursula Lawrence

D'Souza and Mrs. Mildred wd/o. Joseph Francis D'souza, therein referred to as the Vendors and Mr. Nandlal Lachmandas Peswani (Sole Proprietor of M/s. Deep Corporation), therein referred to as the Purchaser, Mr. Marian Joseph D'souza, Mrs. Ursula Lawrence D'Souza and Mrs. Mildred Joseph D'souza agreed to sell, transfer and assign the said property to Mr. Nandlal Lachmandas Peswani of M/s. Deep Corporation, and on execution of the said Agreement, Mr. Marian Joseph D'souza, Mrs. Ursula Lawrence D'Souza and Mrs. Mildred Joseph D'souza, handed over possession of the said property to Mr. Nandlal Lachmandas Peswani of M/s. Deep Corporation.

4. Mr. Marian Joseph D'souza died intestate on or about 17th March 1977, leaving behind him 5 children viz. Valerian D'souza (now since deceased), William D'souza (now since deceased), Moras D'souza (now since deceased), Noel D'souza (now since deceased) and Louis D'souza (now since deceased), as his only heirs and next of kin according to Indian Succession Act, 1925, as applicable to Indian Christians, by which he was governed at the time of his death.
5. Mrs. Ursula Lawrence D'souza died intestate at Mumbai on or about 3rd November 1993, leaving behind her, Ms. Audrey (a daughter of her predeceased son Late Mr. Oswald alias Ozie alias Osee Lawrence D'Souza who had died on or about 15th March 1959) and two daughters viz. Mrs. Benedine Melwyn Drego and Mrs. Magdaline D'Souza (now since deceased), as her only heirs and next of kin according to the Indian Succession Act, 1925, as applicable to Indian Christians, by which she was governed at the time of her death.
6. In or about the year 1996, the disputes had arisen between the heirs of the said original owners and Nandlal Lachmandas Peswani of M/s. Deep Corporation and therefore, Mr. Nandlal Lachmandas Peswani of M/s. Deep Corporation filed a Suit in the High Court of Judicature at Bombay, being Suit No. 3338 of 1996 against the then surviving heirs of the said original owners and others, for specific performance of the said Agreement for Sale dated 6th March, 1974 and for various other reliefs.

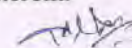


7. By the Consent Terms dated 2nd May 2012, filed on the same day in the said Suit No. 3338 of 1996, Mr. Nandlal Lachmandas Peswani of M/s. Deep Corporation, with the consent and confirmation of the majority of the then surviving heirs of the said Original Owners, transferred, assigned, surrendered, released and relinquished all his rights, title and interest under the said Agreement for Sale dated 6th March 1974 and in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein and on signing of the said Consent Terms Mr. Nandlal Lachmandas Peswani of M/s. Deep Corporation put M/s. Shreeji Construction in possession of the said property.
8. By a Deed of Conveyance dated 27th April 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under Serial No.BDR-5/6370/2012 on 21st July 2012, Mrs. Deena Noel D'souza (widow and the sole surviving heir of Late Mr. Noel Marian D'souza who died on or about 16th July 1982), sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.
9. By a Deed of Conveyance dated 4th July 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under Serial No.BDR-5/5829/2012 on 4th July 2012, Mrs. Eva Peter Patel (daughter and one of the surviving heir of Late Mrs. Magdaline Mathew D'souza who died on or about 31st October 2007), sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.
10. By a Deed of Conveyance dated 27th August 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under Serial No.BDR-5/7327/2012 on 4th September 2012, Mr. Joseph Mathew D'souza (son and the only remaining surviving heir of Late Mrs. Magdaline Mathew D'souza), sold, transferred and conveyed his undivided share, right, title and interest in the said property,

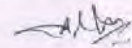


unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.

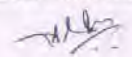
11. By a Deed of Conveyance dated 26th July 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under Serial No.BDR-5/6877/2012 on 4th September 2012, Mr. Ralph William D'souza, Ms. Balbina Alias Balwina Michael D'souza, Mr. Chistopher William D'souza, Mr. Godfrey William D'souza, Ms. Androse Sergio D'souza, Mr. Freddy William D'souza, Ms. Evon Alias Yvonne Aguiar, Mr. Kenneth William D'souza and Mr. Glen William D'souza (children and the only surviving heirs of Late Mr. Wiliam D'souza who died on or about 18th February 1985), sold, transferred and conveyed their undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.
12. By a Deed of Conveyance dated 16th August 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under Serial No.BDR-5/7073/2012 on 16th August 2012, Mr. Melvyn Joseph D'souza, Mr. Samson Joseph D'souza, Mrs. Mavis Joseph D'souza, Mrs. Gladys Rodrick, Mr. Calistus Vency Drego, Mr. Savio Calistus Drego and Mrs. Cinderella Lorence Soares (the only surviving heirs of Late Mr. Joseph Francis D'souza), sold, transferred and conveyed their undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.
13. By a Deed of Conveyance dated 1st September 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under Serial No.BDR-5/7555/2012 on 1st September 2012, Mrs. Benedin Melwyn Drego (daughter and one of the surviving heir of Late Mrs. Ursula Lawrence D'souza who died on or about 3rd November 1993), with the consent and confirmation of her sons Mr. Gilbert Melwyn Drego and Mr. Daxtin alias Glaxan Melwyn Drego, sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.



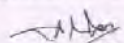
14. By a Deed of Conveyance dated 8th October 2012, registered with the Sub-Registrar, Borivali-2 at Mumbai, under Serial No.BDR-5/8642/2012 on 8th October 2012, Mrs. Audrey Dinesh Kanakal Nee Ms. Audrey Mary (grand daughter and the only remaining surviving heir of Late Mrs. Ursula Lawrence D'souza), sold, transferred and conveyed her undivided share, right, title and interest in the said property, unto and in favour of M/s. Shreeji Construction, at or for the consideration and on the terms and conditions more particularly recorded therein.
15. Prior to the execution of the said Deed of Conveyance dated 1st September 2012 by Mrs. Benedin Melwyn Drego in favour of M/s. Shreeji Construction, by an Agreement for Development dated 18th March 2008, registered with the Sub-Registrar of Assurances, Borivli-1 (Bandra), Mumbai, under Serial No.BDR-2/4832/2008, Mrs. Benedine Melwyn Drego and her sons Mr. Gilbert Melwyn Drego and Mr. Dexin Melwyn Drego, purportedly granted the development rights in respect of the said property wrongfully describing the same as half of 1/3rd undivided share i.e. admeasuring 2033.33 Sq. Mts., unto and in favour of one Mr. Jagat M. Parikh a sole proprietor of M/s. Rushabh Enterprises (hereinafter referred for the sake of brevity to as "**Jagat Parikh**"), at or for the alleged consideration and on the terms and conditions more particularly stated therein.
16. Similarly, prior to the execution of the said Deed of Conveyance dated 4th July 2012 by Mrs. Eva Peter Patel and Deed of Conveyance dated 27th August 2012 by Mr. Joseph Mathew D'souza, respectively, in favour of M/s. Shreeji Construction, by an Agreement for Development dated 18th March 2008, registered with the Sub-Registrar of Assurances, Borivli-1 (Bandra), Mumbai, under Serial No.BDR-2/4833/2008, Mr. Joseph Mathew D'souza and Mrs. Eva Peter Pate, purportedly granted the development rights in respect of the said property wrongfully describing the same as half of 1/3rd undivided share i.e. 2033.33 Sq. Mts., unto and in favour of Jagat Parikh, at or for the alleged consideration and on the terms and conditions more particularly stated therein.



17. Similarly, prior to the execution of the said Deed of Conveyance dated 16th August 2012 by Mr. Melvyn Joseph D'souza and 6 others and Deed of Conveyance dated 26th July 2012 by Mr. Ralph William D'souza and 8 others in favour of M/s. Shreeji Construction, by an Agreement for Development dated 18th August 2008, registered with the Sub-Registrar of Assurances, Borivli-6, Mumbai, under Serial No. BDR-12/8616/2008, Melvyn Joseph D'Souza, Mrs. Mavis Joseph D'souza, Mrs. Gladys Rodrick and Mrs. Virgin William D'Souza (widow of Mr. William D'Souza, as she was then alive and now since deceased) purportedly granted the development rights in respect of the said property wrongfully describing the same as 1/3rd undivided share i.e. 2033.33 Sq. Mts., unto and in favour of Jagat Parikh, at or for the alleged consideration and on the terms and conditions more particularly stated therein.
18. After the death of Jagat Parikh, who died on 26th June 2014, by an Affidavit-Cum-Declaration dated 20th October 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No. BRL-7/8612/2014, made by Mrs. Benedine Melwyn Drego, Mr. Gilbert Melwyn Drego and Mr. Dexin Melwyn Drego, the said Development Agreement dated 18th March 2008 made between them and Jagat Parikh has been declared as null and void for want of consideration and other reasons more particularly stated therein. By the said Affidavit-Cum-Declaration, Mrs. Benedine Melwyn Drego and 2 others have declared the said Development Agreement dated 18th March 2008 as duly cancelled, terminated and withdrawn. Prior to the making and registering the said Affidavit-Cum-Declaration, Mrs. Benedine Melwyn Drego and 2 others had caused to issue the Public Notice in the Local News Paper through their Advocate on 9th October 2014, though however no claim or objection was received by their Advocate in response to the said Public Notice.
19. Similarly, by an Affidavit-Cum-Declaration dated 20th October 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No. BRL-7/8615/2014, made by Mr. Joseph Mathew D'souza and Mrs. Eva Peter Pate, the said Development Agreement dated 18th March 2008 made



between them and Jagat Parikh has been declared as null and void for want of consideration and other reasons more particularly stated therein. By the said Affidavit-Cum-Declaration, Mr. Joseph Mathew D'souza and Mrs. Eva Peter Pate have declared the said Development Agreement dated 18th March 2008 as duly cancelled, terminated and withdrawn. Prior to the making and registering the said Affidavit-Cum-Declaration, Mr. Joseph Mathew D'souza and Mrs. Eva Peter Pate had caused to issue the Public Notice in the Local News Paper through their Advocate on 9th October 2014, though however no claim or objection was received by their Advocate in response to the said Public Notice.

20. Similarly, by an Affidavit-Cum-Declaration dated 20th October 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Serial No. BRL-7/8616/2014, made by Melvyn Joseph D'Souza, Mrs. Mavis Joseph D'souza and Mrs. Gladys Rodrick and Mr. Ralph William D'souza, Ms. Balbina Alias Balwina Michael D'souza, Mr. Chistopher William D'souza, Mr. Godfrey William D'souza, Ms. Androse Sergio D'souza, Mr. Freddy William D'souza, Ms. Evon Alias Yvonne Aguiar, Mr. Kenneth William D'souza and Mr. Glen William D'souza (children and the only surviving heirs of Late Mrs. Virgin William D'Souza who died on or about 8th July 2011), the said Development Agreement dated 18th August 2008 made between Melvyn Joseph D'Souza, Mrs. Mavis Joseph D'souza, Mrs. Gladys Rodrick and Mrs. Virgin William D'Souza and Jagat Parikh has been declared as null and void for want of consideration and other reasons more particularly stated therein. By the said Affidavit-Cum-Declaration, Melvyn Joseph D'Souza and 11 others have declared the said Development Agreement dated 18th August 2008 as duly cancelled, terminated and withdrawn. Prior to the making and registering the said Affidavit-Cum-Declaration, Melvyn Joseph D'Souza and 11 others had caused to issue the Public Notice in the Local News Paper through their Advocate on 9th October 2014, though however no claim or objection was received by their Advocate in response to the said Public Notice.
- 

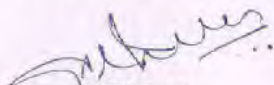
21. In the circumstances, M/s. Shreeji Construction have acquired undivided share, right, title and interest in the said property and are also entitled to develop the said property under the said Agreement for Sale dated 6th March 1974, as the assignee and transferee of interest of Mr. Nandlal Lachmandas Peswani of M/s. Deep Corporation.
22. We have caused to investigate the title to the said property by taking search in the office of the Sub-Registrar of Assurances at Mumbai, Bandra, Goragaon and Borivli and by inviting claims, if any, by issuing Public Notices in Newspapers and also by perusing the revenue records and other title documents.
23. Accordingly, in our opinion, subject to what is stated hereinabove, the title of **M/s. Shreeji construction** to an extent of undivided shares, right, title and interest purchased and acquired by them under the aforesaid various Deeds of Conveyances in the said property is clear, marketable and free from encumbrances and are entitled to develop the said property.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground bearing Survey No.38, Hissa No.1 (Part), corresponding to C.T.S. No. 216/A (Part) and 216/A/1, 216/A/4 to 11, admeasuring 6,099.9 Sq. Metres or thereabouts, of Village Valnai, Taluka Borivli, in the Registration District and Sub-District of Mumbai Suburban, situate at Marve Road, Opp. Orlem Church, Malad (West), Mumbai - 400 064.

Dated this 29th day of October 2014

Yours faithfully,
For **M/s. Mehta & Co.**
Advocates & Solicitors


(H. C. Mehta)
Proprietor