

ANNEXURE - G

CHANDRAKANT M. VITHLANI

M.Com., LL.B.
Advocate, High Court

1, Mayfair Meridian, Caesar Road, Amboli, Off S.V. Road, Next to Filmalaya Studios,
Near St. Blaise Church and St. Blaise School, Andheri (W), Mumbai - 400 058
9167208623, 67232393

Ref: CV/TC/ANK/2012

Date: 12/07/2012

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

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My client, Mayfair Housing Private Limited a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1, Mayfair Meridian, Ceasar Road, Off. S. V. Road, Amboli, Near St. Blaise Church Andheri (West), Mumbai-400 058 has handed over to me, certain documents/title deeds with instructions to investigate its title in respect of the property referred to hereunder. I have caused necessary searches to be taken with the office of the Sub-Registrar of Assurances at Bandra and Fort from the year 1974 onwards and I have perused copies of the various documents/title deeds referred to in this Title Certificate. The following emanate therefrom:

1. One Bachhammal widow of Trichnopoly Narayan Swamy Pillay (hereinafter referred to as "the Said Bachhammal") was at all relevant times prior to 22nd August, 1918 seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land and ground admeasuring as per the present Property Register Card approximately 1413 square meters and bearing CTS Nos. H/127, H/128, H/129

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and Original Survey No. 250, Original Plot No. 41, New Plot 43 of village Bandra, Taluka Andheri, Town Planning Scheme I, in the registration district and sub-district of Mumbai Suburban and more particularly described in the **Schedule** hereunder written (hereinafter referred to as "**the Said Property**").

2. By and under an Indenture of Conveyance dated 22nd August 1918 made between the Said Bachhammal of the One Part and one Mrs. Meherbai Behramgore Anklesaria alias Meherbanoo Behramgore Anklesaria (hereinafter referred to as "**the Said Meherbanoo**") of the Other Part, the Said Bachhammal sold and conveyed to the said Mrs. Meherbai Behramgore Anklesaria, the Said Property. The said Indenture of Conveyance is duly registered with the office of the Sub-Registrar of Assurances at Bandra, on 30th August, 1918 under Serial No. 1039.

3. The Said Meherbanoo thus became solely, absolutely and exclusively seized and possessed of the Said Property. The Said Meherbanoo, in or around the year 1928, constructed a structure of Ground and one upper floor on the Said Property (hereinafter referred to as "**the Said Structure**").

4. The Said Meherbanoo expired at Ahmedabad on or about 6th December, 1967, leaving her last Will and Testament dated 11th May, 1958, whereunder she appointed her sons Dr. Sarosh Behramgore Anklesaria, Khurdad Behramgore Anklesaria, her daughter Dhun Jamshed Engineer and her daughter-in-law Dhun Sarosh Anklesaria as the Executors and Trustees of her estate.

5. By and under the said Will and Testament dated 11th May, 1958, the Said Meherbanoo distributed her residuary estate

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which included the Said Property and the Said Structure into two equal shares. The income out of one such equal share was to be paid to her son Mr. Khurdad Behramgore Anklesaria during his lifetime and on his death to divide and pay the said one-half share to his child or children (if more than one then in equal shares between his children). The other such one half equal share was to be paid to the children of her son Dr. Sarosh Anklesaria viz. Mr. Behramgore Anklesaria, Mrs. Shirin Maskatia and Ms. Meher Sarosh Anklesaria in such a manner that that the male child viz. Behramgore Sarosh Anklesaria would get double of what each female child viz. Mrs. Shirin Maskatia and Ms. Meher Sarosh Anklesaria would get out of the other such equal share.

6. Probate of the said Will and Letters of Administration of the property and other credits of the Said Meherbanoo was applied for and obtained by Dr. Sarosh Behramgore Anklesaria, Dr. (Mrs.) Dhun Sarosh Anklesaria and Khurdad Behramgore Anklesaria by and under the order of the Hon'ble Bombay High Court dated 18th May, 1973.
7. The said Mr. Khurdad Behramgore Anklesaria expired at Mumbai on 18th June 1996. In accordance with the afore recited Will of the Said Meherbanoo dated 11th May, 1958, the daughters of the said Mr. Khurdad Behramgore Anklesaria viz. the said Mrs. Khushnoor J. Shah and Mrs. Kamal A. Mehta together had inherited one-half of the residuary estate of the Said Meherbanoo in equal shares, which includes the Said Property and the Said Structure. The said Mrs. Khushnoor J. Shah and Mrs. Kamal A. Mehta together became thus absolutely seized and possessed of or otherwise

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well and sufficiently entitled to the one-half of the Said Property and the Said Structure.

8. The other one-half share of the residuary estate of the Said Meherbanoo in terms of her said Will devolved on (a) Mr. Behramgore Sarosh Anklesaria to the extent that he inherited 50% out of the said one-half share viz. 25% share in the Said Property and the Said Structure; and on (b) Mrs. Shirin Arif Maskatia and (c) Mrs. Meher Sarosh Anklesaria so that each of them inherited 25% of the said one-half share viz. 12.5% share each in the Said Property and the Said Structure. Thus, the said Mr. Behramgore Sarosh Anklesaria, the said Mrs. Shirin Arif Maskatia and the said Meher Sarosh Anklesaria together were thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the other one-half of the Said Property and the Said Structure.

9. The said Mrs. Meher Sarosh Anklesaria died on 28th November 1989 leaving her last Will and Testament dated 19th May 1989. By and under the said Will the said Mrs. Meher Sarosh Anklesaria appointed her sister Mrs. Shirin Arif Maskatia and failing her, her brother in law Mr. Arif Maskatia as an Executor of the said Will. The said Will however, makes no reference to the 12.5% undivided share, right, title and interest of the said Mrs. Meher Sarosh Anklesaria in the Said Property and the Said Structure. In the circumstances, the said 12.5 % undivided share, right, title and interest of the said Mrs. Meher Sarosh Anklesaria in the Said Property and the Said Structure is to be dealt with as intestacy. In view thereof, the said share of the said Mrs. Meher Sarosh Anklesaria is to be dealt with under the provisions of the Indian Succession Act, 1925 as applicable to intestate Parsis.

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Accordingly, the said 12.5% undivided share, right, title and interest in the Said Property was inherited by the mother of the said Mrs. Meher Sarosh Anklesaria viz. Mrs. Dhun Sarosh Anklesaria.

10. The said Mrs. Dhun Sarosh Anklesaria died on 17th June, 2003, leaving her last Will and Testament dated 6th October, 1999. Though the said Mrs. Dhun Sarosh Anklesaria had inherited the undivided 25% share, right, title and interest in the Said Property along with Mrs. Shirin A. Maskatia, no mention thereof was made in her last Will. Clause 7 of the said last Will which deals with the residuary estate specifies that the same covers only property acquired thereafter.
11. In the circumstances the said undivided share, right, title and interest of the said Mrs. Meher Sarosh Anklesaria inherited by the said Mrs. Dhun Sarosh Anklesaria has to be dealt with as intestacy. In the circumstances the said 25% undivided share of late Mrs. Meher Sarosh Anklesaria inherited by the said Mrs. Dhun Sarosh Anklesaria stood inherited and divided amongst her two surviving children viz. the said Mr. Behramgore Sarosh Anklesaria and the said Mrs. Shirin A. Maskatia in equal shares in accordance with the provisions of the Indian Succession Act, 1925 by which that part of the estate of the said Mrs. Dhun Sarosh Anklesaria was governed at the time of her death. In view thereof the other one-half share of the residuary estate of the Said Meherbanoo stands inherited and devolved on the said Mr. Behramgore Sarosh Anklesaria and the said Shirin Arif Maskatia.
12. The Said Property, till 2005 stood in the Property Register Cards in the names of Mr. Behramgore Sarosh Anklesaria, Mrs. Shirin Arif, Maskatia Mrs. Khushnoor J. Shah, Mrs.

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Kamal A. Mehta and the said Mrs. Meher Khurdad Anklesaria alias Mehroo Khurdad Anklesaria (being the wife of Khurdad Anklesaria).

13. The name of Mrs. Meher Khurdad Anklesaria alias Mehroo Khurdad Anklesaria, was erroneously appearing in the Property Register Card and in the circumstances she had by a Declaration dated 13th July, 2005, declared that save and except the tenancy rights as elaborated hereinafter, she had no other right, title or interest of any nature whatsoever in the Said Property and Said Structure and that she has no objection whatsoever to her name being deleted from the said P.R. Card.

14. The said Mrs. Meher Khurdad Anklesaria, being the widow of the said Mr. Khurdad Behramgore Anklesaria was in possession of a part of the ground floor of the Said Structure admeasuring approximately 400 square feet carpet area and the premises on the first floor of the Said Structure, admeasuring approximately 1,600 square feet carpet area as a tenant.

15. By and under an Agreement dated 30th December 1977 made between the said Dr. Sarosh Anklesaria, the said Dr. (Mrs.) Dhun Sarosh Anklesaria and the said Khurdad Anklesaria on the one hand and Jyoti Chandru Raheja (hereinafter referred to as "**the Said Jyoti**") on the other, the said Dr. Sarosh Anklesaria, the said Dr. (Mrs.) Dhun Sarosh Anklesaria and the said Khurdad Anklesaria agreed to sell to the Said Jyoti, the Said Property and the Said Structure.

16. Subsequent to the said Agreement dated 30th December, 1977 disputes and differences arose between the said Dr. Sarosh Anklesaria, the said Dr. (Mrs.) Dhun Sarosh Anklesaria,

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- Khurdad Anklesaria and the Said Jyoti, and accordingly the Said Jyoti filed a suit in the Hon'ble High Court of Judicature at Bombay being S.C. Suit No. 501 of 1980, inter alia, seeking specific performance of the said Agreement dated 30th December 1977.
17. The said S.C. Suit No. 501 of 1980 was pending till the year 2005 when my client intervened in the said suit by way of filing a Chamber Summons therein, which was allowed by the consent of the parties. The said suit was settled with the intervention of my client and Consent Terms dated 13th July, 2005, have been filed in the Hon'ble High Court of Judicature at Bombay where under the Said Jyoti has, in consideration of a sum of Rs. 30,00,000/- (Rupees Thirty Lacs Only) (which was paid to her by my client at the instance of and for and on behalf of the then owners), relinquished in favour of the then owners, all her right, title, interest in the Said Property and the Said Structure arising by virtue of the said Agreement dated 30th December 1977.
18. In view thereof the Said Jyoti had no right, title and interest left in respect of the Said Property and/or the Said Structure standing thereon by virtue of the said Agreement dated 30th December 1977 and/or otherwise.
19. Pursuant thereto, by and under a Development Agreement, dated 13th July, 2005 (hereinafter referred to as the "**Said Development Agreement**"), registered with the Sub-Registrar of Assurances Andheri No. 1 at Bandra under no. BDR1-8031-2005 dated 26th July, 2005, made and executed between the said Mrs. Kushnoor J. Shah, Mrs. Kamal A. Mehta, Mr. Behramgore Sarosh Anklesaria and Mrs. Shirin A. Maskatia (hereinafter collectively referred to as "**the Erstwhile**

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Owners") of the First Part, my client of the Second Part, the said Mrs. Meher Khurdad Anklesaria of the Third Part, and one Ms. Persis Behramgore Anklesaria of the Fourth Part, the Erstwhile Owners with the consent and confirmation of the said Mrs. Meher K. Anklesaria and Persis B. Anklesaria conferred full and exclusive development rights in respect of the Said Property and the Said Structure in favour of my client.

20. Prior to the execution of the Said Development Agreement, there were 4 tenants occupying various portions in the Said Structure standing on the Said Property as per the following details:

Sr.	Name of Tenant	Floor	Area
1.	Meher Khurdad Anklesaria	Ground	400 sq.ft.
		First	1600 sq.ft.
2.	T.K. Santoke	Ground	840.41 sq.ft.
3.	Pushpa U.Mehta	Ground	700 sq.ft.
4.	Amrutlal Joshi	Ground	1300 sq.ft.

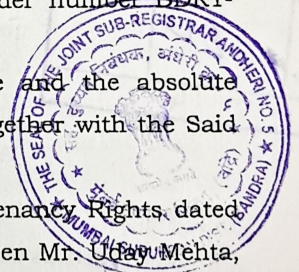
Under the Said Development Agreement, the said Mrs. Meher Khurdad Anklesaria has at and for a consideration of Rs.1,55,00,000/- (One Crore Fifty Five Lacs Only) surrendered her tenancy rights in favour of my client and accordingly my client came to be in exclusive use, occupation

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and possession of the said premises occupied by the said Mrs. Meher Khurdad Anklesaria aggregating to 2000 sq. ft. approximately on the ground and the first floor of the Said Structure standing on the Said Property.

22. Pursuant to the aforesaid, by and under an Indenture of Conveyance dated 11th May, 2006 made and executed between the Erstwhile Owners (therein referred to as '*the Vendors*') of the First Part, the said Mrs. Meher Khurdad Anklesaria (therein referred to as '*the Confirming Party*') of the Second Part and my client (therein referred to as '*the Purchasers*') of the Third Part, the said Erstwhile Owners with the consent and confirmation of the said Mrs. Meher Khurdad Anklesaria sold, transferred, conveyed and assigned to and in favour of my client, the Said Property together with all the structures standing thereon at and for the consideration and on the other terms and conditions more particularly contained therein. The said Indenture of Conveyance dated 11th May, 2006 is duly registered with the Sub-Registrar of Assurances Andheri No.1 at Bandra under number BDR1-03910-2006.
23. Accordingly, my client became the sole and the absolute owner in respect of the Said Property together with the Said Structure.
24. By and under a Deed of Surrender of Tenancy Rights, dated 16th November, 2006 and executed between Mr. Uday Mehta, being the husband and heir and legal representative of tenant Mrs. Pushpa Mehta (since deceased) on the one hand and my client, on the other hand, the said Mr. Uday Mehta has surrendered his tenancy rights in respect of premises mentioned in Sr. No. 3 of paragraph 20 above, to and in



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favour of my client for consideration and other terms and conditions more particularly contained therein. The said Deed of Surrender of Tenancy Rights dated 16th November, 2006 is duly registered with the Sub-Registrar of Assurances, Andheri no.2 under no. BDR-4/08664/2006.

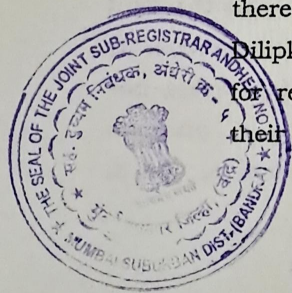
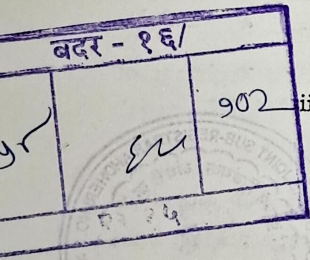
25. My client had filed certain suits, against the tenants in respect of premises mentioned in Sr. No. 2 and 4 in paragraph 20 above, under the provisions of Section 16 (1) (i) of the Maharashtra Rent Control Act, 1999 for vacating the premises in possession of the tenants for the purpose of redevelopment of the Said Property in the Court of Small Causes at Mumbai (Bandra Branch) the details of which are as under:

i. R.A.E. Suit No. 226/456 of 2007 filed by my client against Mrs. Shirin T. Santoke and Mr. Furokh T. Santoke, both being heirs and legal representatives of the original tenant Mr. T.K Santoke (since deceased) which is pending as on the date hereof; and

ii. R.A.E. Suit No. 431/885 of 2007 filed by my client against Mr. Dilipkumar A. Joshi, Mr. DeepakKumar A. Joshi and Mrs. Hasumati A. Joshi being the heirs and legal representatives of the original tenant Mr. Amrutlal Joshi (since deceased);

26. By and under the Consent Terms dated 22nd January, 2010 filed in the said R.A.E. Suit No. 431/885 of 2007, the parties thereto arrived at a compromise whereby the said Mr. Dilipkumar A. Joshi, Mr. DeepakKumar A. Joshi have agreed for redevelopment of the Said Property in consideration of their being allotted permanent alternate accommodation in

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the new building to be constructed by my client on the Said Property.

27. The other suit viz., R.A.E. Suit No. 226/456 of 2007 against Mrs. Shirin T. Santoke and Mr. Furokh T. Santoke is still pending. However, the pendency of such suit does not affect the right, title and interest of my client in respect of the Said Property as the same is filed against a tenant for obtaining possession of the tenanted premises on the ground of redevelopment of the Said Property under the provisions of Section 16 (1) (i) of the Maharashtra Rent Control Act, 1999.
28. By and under a Deed of Rectification dated 1st August, 2009, made and executed by and between the Erstwhile Owners of the First Part, Mrs. Meher Khurdad Anklesaria of the Second Part and my client of the Third Part, certain errors as appearing in the said Deed of Conveyance dated 11th May, 2006 were rectified. The said Deed of Rectification dated 1st August, 2009 is duly registered with the office of Sub-Registrar of Assurances Andheri no. 1 under no. BDR-1/7460/2009.
29. My client had made application to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM") for sanction of plans for carrying out construction of a new multistoried building on the Said Property (after demolishing the Said Structure) and based on such application, the MCGM had approved plans for construction on the Said Property and had issued to my client an Intimation of Disapproval dated 20th April, 2010 bearing number CE/2383/WS/AH.

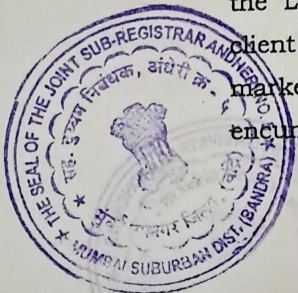
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30. Pursuant to execution of the Deed of Conveyance dated 11th May, 2006, based on an application made by my client to the concerned authorities, my client's name viz. Mayfair Housing Private Limited has been inserted in the Property Register Cards as the owner and holder of the Said Property.
31. By and under a Deed of Mortgage dated 5th February, 2011, made and executed between my client viz. Mayfair Housing Private Limited to and in favour of Housing Development Finance Corporation Limited (hereinafter referred to as "**the Lender**") and registered with the Sub-Registrar of Assurances Andheri no.1 at Bandra under number BDR1-01698-2011 on 9th February, 2011, my client has *inter alia* mortgaged the Said Property with the Lender as a security for repayment of certain financial facilities availed of by my client from the Lender as more particularly mentioned therein (hereinafter referred to as "**the Said Mortgage**").
32. My client has informed me that in view of the Said Mortgage, the original title deeds of the Said Property are deposited by my client with the Lender and accordingly, I have inspected and verified copies of the of the aforesaid documents. In respect of the testamentary documents referred to hereinabove, the same pertain to the personal estates of the Erstwhile Owners and their predecessors in title and of which I have verified certified copies.
33. In the circumstances in my opinion that subject to what is stated hereinabove and in particular subject to the rights of the Lender under the Said Mortgage as stated above, my client Mayfair Housing Private Limited has a clear and marketable title to the Said Property free from all encumbrances and further that my client Mayfair Housing



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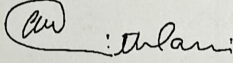
Private Limited is absolutely entitled to construct new building/s on the Said Property in accordance with plans that have been approved and as may be further approved by the Municipal Corporation of Greater Mumbai.

SCHEDULE OF THE SAID PROPERTY

The land hereditaments and premises bearing City Survey No.H/127, H/128, H/129 and original Survey No. 250, Original Plot No.41, New Plot No. 43 of Town Planning Scheme I situate, lying and being at Danda (Santacruz) in Taluka Andheri, and in the Registration Sub-District of Bandra containing by admeasurement 1690 sq. yards i.e. 1413 square meters or thereabouts and bounded as follows:-

- On or towards the North : By plot bearing C.T.S. No. 130.
On or towards the South : By plot bearing C.T.S. No. 105.
On or towards the East : By plot bearing C.T.S. No. 125.
On or towards the West : By a 30 feet wide road.

Dated: this 12TH day of July, 2012


(Chandrakant Vitthani)
Advocate

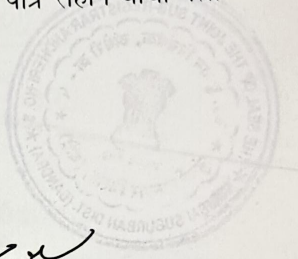
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घोषणा पत्र

मी रूपेश तांबे असे घोषित करतो की दुय्यम निबंधक एच.एस. - 5 यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदनी साठी सादर करण्यात आला आहे .

मयन शहा यांनी दिनांक : 03/03/2014 रोजी मला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी सादर दस्त नोंदणीस सादर केला आहे . निष्पादित करून कबुलीजवाब दिला आहे . सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेली नाही . किंवा कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही . सादरचे कुलमुखत्यारपत्र वैध असुन उपरोक्त कृती करण्यास मी पुर्णतःसक्षम आहे . सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे .



Signature

कुलमुखत्यारपत्रधारकाचे नाव व सही

दिनांक : 7/03/2015

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