

Vidya Kamble

Advocate, High Court.

Office No. 140, 2nd floor, Ashoka Shopping Centre, Next to G. T. Hospital,

L. T. Marg, Mumbai - 400 002

Mob. 9833721720

:- TO WHOMSOEVER IT MAY CONCERN :-

Reg: 1/7th undivided share of late Frederick Nanfer Henriques ("**Frederick**")
vested in Audrey Frederick Henriques and six others

And

1/6th of ½ (half) undivided share of late Siegfried Nanfer Henriques
("**Siegfried**") i.e. 1/84th share vested in Stanzi Mursello & five others.

IN

(1) ALL THAT pieces and parcels of land or ground situate, lying and
being at Village Mogra, Taluka Andheri in the registration district of Mumbai
Suburban and bearing Survey No. 9A, Hissa No. 3-B (part), CTS No. 431
(part), admeasuring in aggregate 19,375 sq. mtrs. or thereabout ("**the First
Property**")

AND

(2) ALL THAT pieces and parcels of land or ground situate, lying and
being at Village Mogra, Taluka Andheri in the registration district of Mumbai
Suburban and bearing Survey No. 23A, Hissa No. 11 & 12, CTS No. 346,
346/1 - 346/6, 347 (part), admeasuring in aggregate 1,323.50 sq. mtrs. or
thereabout ("**the Second Property**")

1. I have been requested by Omkar Realtors Andheri Project Private Limited
(formerly known as "Satellite Vijay Developers Pvt. Ltd."), a private limited
company registered under the Companies Act, 2013 under Corporate Identity
Number U45209MH2014PTC256825 and having its registered office at Omkar
House, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (E),
Mumbai - 400022, ("**the Company**" in short) to issue Title Certificate in respect of
the abovementioned property.

2. I have perused the Title Certificate dated 22nd February, 2016 issued by M/s.
Mahesh Shah & Co. Advocates & Solicitors [**"the said Title Certificate"**] certifying
the title of one Satellite Developers Private Limited to the abovementioned property
to be marketable and free from all encumbrances. I am relying upon the said Title
Certificate for the purpose of issuing this Certificate of Title.

3. The facts relating to the abovementioned property are as under:

- (a) One Late Mr. Elias Cosmos Henriques (for short "**Elias**") was the owner of
and/or otherwise well and sufficiently entitled to all that piece and parcel of
land or ground situate, lying and being at Village Mogra, Taluka Andheri in
the Registration District of Mumbai Suburban bearing Survey No. 9A, Hissa
No. 3-B (part), CTS No. 431 (part), admeasuring in aggregate 19,375 sq. mtrs.



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or thereabout, more particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "**the First Property**";

- (b) One Late Mrs. Sera Mary Henriques (alias Serah Mary Henriques alias Mrs. Elias Henriques alias Sere Mary Felicks), wife of Elias (for short "**Serah**") was the owner of and/or otherwise well and sufficiently entitled to all that piece and parcel of land or ground situated, lying and being at Village Mogra, Taluka Andheri in the Registration District of Mumbai Suburban bearing Survey No. 23A, Hissa No. 11 & 12, CTS Nos. 346, 346/1 to 346/6 and 347, admeasuring in aggregate 1,727.50 sq. mtrs. or thereabout, more particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "**the Second Property**";
- (c) The First Property and the Second Property shall hereinafter be collectively referred to as "**the Entire Property**";
- (d) Elias died intestate on 24th May, 1940, leaving behind him, according to the Law of Succession by which Elias was governed at the time of his death as his only legal heirs, his widow viz. Serah, his six sons viz. (i) Anthony Cosmos Henriques ("**Anthony**") (ii) Kenneth Irwin Henriques ("**Kenneth**"), (iii) Joseph Peter Henriques ("**Joseph**"), (iv) Siegfried Lambert Henriques ("**Siegfried**"), (v) Frederick Nanfer Henriques ("**Frederick**"), and (vi) Cyril Edmond Henriques ("**Cyril**"), and his one daughter viz. Mrs. Enid Anna Hayden ("**Enid**");
- (e) Upon death of Elias, 1/3rd (one-third) share of the First Property devolved upon Serah and the balance 2/3rd (two-third) share of the First Property devolved equally amongst six sons and one daughter of Elias and Serah;
- (f) Serah also died on 1st October, 1985, leaving behind her, according to the Law of Succession by which Serah was governed, at the time of her death, as her only legal heirs, her six sons viz. (i) Anthony, (ii) Kenneth, (iii) Joseph, (iv) Siegfried, (v) Frederick, and (vi) Cyril, and one daughter viz. Enid;
- (g) In so far as the First Property is concerned, to which Elias was absolutely entitled to, upon demise of Elias, 1/3rd share of the First Property devolved upon Serah (being widow of Elias), as per law of intestate succession, and the remaining 2/3rd share of the First Property devolved equally upon seven children of Elias i.e. six sons viz. Anthony, Kenneth, Joseph, Siegfried, Frederick, and Cyril, and one daughter viz. Enid, each having 1/7th undivided share in the remaining 2/3rd share of the First Property;

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- (h) Enid, the daughter of Elias and Serah sought to propound a purported Will dated 2nd September, 1985 (for short "the said Will") alleged to be the last Will and Testament of Serah. Anthony, Kenneth, Cyril, Joseph, Siegfried and Frederick challenged the said Will. Hence, the said Will is the subject matter of Testamentary Suit No. 48 of 1989 (for short "the said Testamentary Suit") which was pending for adjudication before the Hon'ble High Court of Judicature at Bombay. I have been informed that the Hon'ble Bombay High Court has dismissed the said Testamentary Suit on 12th September, 2017 and declared the said Will as invalid and not binding and therefore, the said 1/3rd share of Serah in the First Property devolves on the said six sons of Serah (viz. Anthony, Kenneth, Joseph, Siegfried, Frederick, and Cyril) and one daughter of Serah viz. Enid, equally. The judgment of the Hon'ble Bombay High Court dismissing the said Testamentary Suit is awaited.
- (i) By Agreement dated 25th August, 1994 ("the said Agreement of 1994") Frederick (therein referred to as "the Vendor") agreed to sell and transfer his undivided share, right, title and interest in the Entire Property to one Messrs. A. Guddu Construction Company, a partnership firm constituted by one Mr. Vijaysingh Bhati ("Vijay"), one Mr. Vashishth Tiwari ("Vashishth") and one Mr. Vinod Vora ("Vora") under the Deed of Partnership dated 5th January, 1994 (hereinafter referred to as "the said Firm") and one Messrs. Akshay Finlease and Investments Private Limited, a company incorporated under the Companies Act, 1956, (hereinafter referred to as "Akshay") (therein collectively referred to as "the Purchasers") at or for the consideration and on the terms recorded therein;
- (j) Similar four Agreements, all dated 25th August, 1994, were executed by Cyril, Anthony, Kenneth and Joseph respectively for sale of their respective 1/7th undivided share in the Larger Property in favour of the said Firm and Akshay.
- (k) Frederick and his four brothers viz. Cyril, Anthony, Kenneth and Joseph jointly executed a Power of Attorney dated 25th August, 1994 for consideration in favour of the representatives of the said Firm and Akshay viz. Vijay and one Kiran Popatlal Amin, for authorising them to do and carry out various acts and deeds in respect of their respective undivided share/s in the Entire Property. I have been informed that the said Power of Attorney dated 25th August, 1994 is valid and subsisting and that the said Power of Attorney was executed on 25.08.1994 i.e. much before the coming into effect of the Registration (Maharashtra Amendment), Act 2010 i.e. from 1st April 2013.
- (l) Siegfried also thereafter executed an Agreement dated 14th September, 1994 in favour of Guddu and Akshay in respect of his 1/7th undivided share in the Entire Property. The said Agreement dated 14th September, 1994 was lodged

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for registration in the Office of the Sub-Registrar, Mumbai Suburban, on 14th September, 1994;

- (m) I have been informed that full consideration was paid to Frederick and his brothers by the said Firm and Akshay and Frederick and his brothers put the said Firm and Akshay in possession of their respective share/s in the Entire Property.
- (n) I have been informed that the S. C. Suit No. 2722 of 1986 (hereinafter referred to as **"the said S. C. Suit"**) was filed by Enid against Anthony, Cyril, Frederick and Joseph, alleging therein that her brothers Anthony, Frederick, Cyril and Joseph were disturbing possession of her portion of two bungalows at Bandra belonging to their parents and which was the subject matter of the said Testamentary Suit. Notice of Motion No. 2305 of 1986 was filed by Enid in the said S. C. Suit and Order dated 21st November, 1986 was made inter alia in terms of prayer (b) of the said Notice of Motion for not selling the Jogeshwari Property i.e. the Entire Property.
- (o) The injunction/restrictive orders passed in S. C. Suit No. 2722 of 1986 came to be vacated by filing of Consent Terms dated 7th August, 2015 in the said S. C. Suit No. 2722 of 1986 between Enid being the Plaintiff and Cyril and Anthony, being the Defendants (hereinafter referred to as **"the said Consent Terms"**). The said Consent Terms inter alia recorded that each of the six sons and one daughter of late Serah were entitled to 1/7th undivided share, right, title and interest in the immovable properties at Jogeshwari East i.e. the Entire Property. Thus Enid, purporting to be in possession of the said Will and claiming probate of the said Will in the said Testamentary Suit, conceded that she and her brothers, each have 1/7th (one-seventh) undivided share in the Entire Property.
- (p) The Plaintiffs in the said S. C. Suit No. 2722 of 1986 viz. Enid and her children have filed withdrawal pursis for abandoning their claim in respect of the Jogeshwari Property viz. the Entire Property herein as they have settled the dispute in respect of the Entire Property with Defendant Nos. 1 and 3 therein viz. Cyril and Anthony. By Order dated 14th December, 2016 the Plaintiffs therein were permitted to abandon their claim in respect of the Entire Property and accordingly all the interim orders passed in the said S. C. Suit No. 2722 of 1986 including the aforesaid Order of Injunction dated 21st November, 1986 came to an end as recorded in the said Order dated 14th December, 2016.



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- (q) The Defendant No. 4(d) has filed Application in Suit No.2722 of 1986 challenging the said Order dated 14th December, 2016 and in reply thereto, Plaintiff has filed her reply praying for dismissal of the said Application.
- (r) I have also been informed that, the said Firm and Akshay continued to retain their counter-part/s of 'original' of the said Agreement of 1994 and other agreements. The said Firm and Akshay also continued to retain possession of respective undivided shares of Frederick and others in the said Entire Property. Further consideration paid by Akshay continued to be retained by Frederick and his brothers. Power of attorney dated 25th August, 1994 executed by Frederick and his brothers continued to remain in force. The said Firm and Akshay continued to act as being entitled to the Entire Property in pursuance of the said Agreement of 1994 and other agreements.
- (s) In the meanwhile, name of Akshay was changed to 'Satsang Developers Private Limited' ('Satsang' for short), under a fresh certificate of incorporation dated 7th April, 2004, issued by the Assistant Registrar of Companies, Mumbai, Maharashtra. Thereafter, by an Order dated 21st October, 2004, passed by the High Court of Judicature at Bombay in Company Petition No. 663 of 2004, Satsang was merged and amalgamated into one BPM Industries Limited ("BPM" for short) and hence all the rights and benefits of Akshay (renamed as Satsang) were vested and transferred to BPM under the said Order dated 21st October 2004. Thereafter, by an Order dated 4th July, 2008, passed by the High Court of Judicature at Bombay in Company Petition Nos. 377 & 378 of 2008, BPM was merged and amalgamated into a company viz. Satellite Developers Private Limited (formerly known as Satellite Developers Limited and hereinafter referred to as "SDPL") and thereby all the rights and benefits of BPM were vested and transferred to SDPL by virtue of the said Order dated 4th July 2008. Thus, the right, demand, claim and interest of Akshay against Frederick in pursuance of the said Agreement of 1994 and the subsequent undertaking and assurance of Frederick to the said Firm and Akshay to execute conveyance in respect of his undivided share in the Entire Property stood vested and transferred in favour of SDPL.
- (t) By three separate Deeds of Assignment being (1) Deed of Assignment dated 17th April, 2015 executed by Vinod and duly registered in the office of the Sub-Registrar of Assurances at Andheri-6 Mumbai under Sr. No. BDR-17/3129/2015 on 18/04/2015, (2) Deed of Assignment dated 18th April, 2015 executed by Vijay and duly registered in the office of the Sub-Registrar of Assurances at Andheri-6, Mumbai under Sr. No. BDR-17/3132/2015 on 18/04/2015; and (3) Deed of Assignment dated 18th April, 2015 executed by Vashishth and duly registered in the office of the Sub-Registrar of Assurances



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at Andheri-6, Mumbai under Sr. No. BDR-17/3135/2015, SDPL purchased and acquired the business and all the assets of the said Firm including inter alia, interest of the said Firm, against Frederick in pursuance of the said Agreement of 1994 and the subsequent undertaking and assurance of Frederick to the said Firm and Akshay to execute conveyance in respect of his undivided share in the Entire Property. SDPL thus became solely entitled to avail and acquire conveyance of undivided share of Frederick in the said Entire Property.

- (u) In the meanwhile, Frederick passed away on 28th September, 2006 at Mumbai leaving behind his widow viz. Audrey Henriques, and his six children viz. Stanzi Mursello, Leisl Todankar, Megan Gonsalves, Hasnael Henriques, Kurt Henriques and Zolan Henriques, as his only surviving legal heirs.
- (v) Also in the meanwhile, Siegfried passed away on 30th May 2012 leaving behind his wife viz. Winnie Siegfried Henriques, as his only legal heir in accordance with Law of Succession by which he was governed. The said Agreement for Sale dated 14th September, 1994 executed by Siegfried and lodged for registration on 14th September, 1994 was ordered to be registered and registered on 3rd January, 2015 under Sr. No. BDR-1/584 of 1994. Winnie Siegfried Henriques, widow of Siegfried, in pursuance of the said Agreement for Sale dated 14th September, 1994, executed a Deed of Conveyance dated 8th June, 2015 duly registered under Sr. No. BDR-1/5182/2015 on 9th June, 2015 for conveying 1/7th undivided share of late Siegfried in the Entire property in favour of SDPL (being the assignee and successor-in-title of the said Firm and Akshay respectively).
- (w) Since Siegfried had, during his life time, agreed to sell his 1/7th undivided share in the Entire Property to the Firm and Akshay but as formal conveyance of the same did not took place in the life time of Siegfried, the children of late Frederick viz. Stanzi Mursello, Leisl Todankar, Megan Gonsalves, Hasnael Henriques, Kurt Henriques and Zolan Henriques, as the children of deceased brother of Siegfried, became entitled to 1/6th of 1/2 share in 1/7th (one-seventh) share of Siegfried in the Entire Property, in view of operation of Section 33 read with Section 44 of the Indian Succession Act, 1925, and are under an obligation to execute formal conveyance as aforesaid.

4. I have not caused any searches to be taken in the Office of the Sub-Registrar of Assurances at Mumbai City and Bandra. I have however, relied upon the Search Report dated 9th February, 2016 of Mr. Ganesh Gawade.

5. I have caused the public notice to be issued in respect of the undivided shares of Anthony and late Siegfried in the Entire Property the details whereof are as under:



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Public Notices were issued by me in two local newspapers viz. 'Free Press Journal' and 'Navshakti' in their respective editions dated 5th October, 2017 in respect of the undivided share of Frederick in the Entire property.

I have not received any claims and objections in response to the aforesaid public notices/s till date.

6. Perusal of 7/12 extracts, Kami-Jasti Patrak and Property Registry Cards in respect of the Entire Property show the following:

Survey No. as per 7/12 extract	Names of Holder as per 7/12 extract	Corresponding CTS No	Names of Holders as per Property Registry Card
9A/3B (pt)	Serah and her seven children i.e. Anthony, Kenneth, Cyril, Joseph, Siegfried, Frederick and Enid	431 (part)	Serah and her seven children i.e. Anthony, Kenneth, Cyril, Joseph, Siegfried, Frederick and Enid
23A/11	Municipal Corporation of Greater Mumbai	347	Agriculture
23A/12	Serah	346, 346/1 to 6	Serah However name of one Pascoal Baptista appears as 'Imla Malik' (structure holder) in the column of 'other remarks'

7. I have also been informed that:

- (a) Name of one Pascoal Baptista ('Pascoal' for short) appeared in Village Forms 7/12 in respect of the Entire Property in 'Pik & Pahani' column. After execution of the said Agreement of 1994, the said Firm through its partner Mr. Vijay Singh Bhatti made application to Tahsildar, Andheri for deletion of name of Pascoal in the said Pik & Pahani

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column, which application was allowed and the name of Pascoal was removed from Village Forms 7/12 in respect of the Entire Property vide Order dated 6th March, 1996. On perusal of recent village form 1/12, name of Pascoal or his heirs do not appear.

- (b) Perusal of the Search Report dated 9th February, 2016 reveals that heirs of Pascoal/ heirs of Nazareth appear to have executed a Deed of Assignment for assignment inter alia of their alleged rights in the Entire Property in favour of one Krishna Ventures Limited by registered Deed of Assignment dated 30th December, 2010. Perusal of the aforesaid legal proceedings as also the said Deed of Assignment reveals that heirs of Nazareth do not have any writing or instrument in support of their claim on the Entire Property. They claim possession of the Entire Property as 'kul' i.e. tenant or through adverse possession. These claims have been rejected in earlier court proceedings. As heirs of Pascoal do not appear to have actionable claim on the Entire Property, assignment if any executed by these heirs of Pascoal/ heirs of Nazareth to M/s Krishna Ventures Limited is of no consequence and would not, in our opinion, affect title of owners of the Entire Property. I have been also informed that the said Firm and the owners of an adjoining property have filed Contempt Petition No. 414 of 2012 before the Hon'ble Bombay High Court and challenged the aforesaid Deed of Assignment dated 30th December, 2010 executed by the heirs of Nazareth in favour of Krishna Ventures Limited. The said Contempt Petition was heard on 23rd February, 2017 and the Hon'ble Bombay High Court vide its Order dated 23rd February, 2017 observed that Respondents have executed the said Deed of Assignment dated 30th December, 2010 in defiance of the order of the court and further restrained the Respondents therein from acting on the said Deed of Assignment dated 30th December, 2010. The said Contempt Petition is now kept for final hearing.

8. I have perused the Development Plan Remarks dated 12th March, 2013 issued by the Municipal Corporation of Greater Mumbai in respect of the Entire Property and certain other properties which shows that the Entire Property falls in 'Residential' zone and is reserved for Public Housing (shown as part of larger reservation), Play Ground & Tank, and Secondary School.

9. By Agreement for Sale-cum-Development dated 18th January, 2017 duly registered in the office of the Sub-Registrar of Assurances at Andheri-7, Mumbai under Sr. No. BDR-18/338/2017 on 18/01/2017, executed by and between SDPL (therein referred to as "the Vendor") of the one part and the Company herein (therein referred to as "the Purchaser") of the other part, SDPL has agreed to grant



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development rights in respect of the 1/7th or whatever undivided share of late Frederick in the Entire Property and also agreed to sell and/or convey the said 1/7th undivided share of late Frederick in the Entire Property unto and in favour of the Company herein at and for the consideration and on the terms and conditions recorded therein.

10. Though Siegfried, during his life time, had agreed to sell his 1/7th undivided share in the Entire Property to the Firm and Akshay but as formal conveyance of the same did not took place in the life time of Siegfried, in view of operation of Section 33 read with Section 44 of the Indian Succession Act, 1925, ½ (half) of 1/7th (one-seventh) share of Siegfried in the Entire Property, would vest in his kindred viz. his living brothers, living sister and children of his pre-deceased brothers. Thus 1/6 of such share of Late Siegfried (i.e. ½ of 1/7 share) would vest in the children of late Frederick viz. Stanzi Mursello, Leisl Todankar, Megan Gonsalves, Hasnael Henriques, Kurt Henriques and Zolan Henriques, as the children of deceased brother of Siegfried.

11. By Agreement for Sale-cum-Development dated 18th January, 2017 duly registered in the office of the Sub-Registrar of Assurances at Andheri-7, Mumbai under Sr. No. BDR-18/340/2017 on 18/01/2017, executed by and between SDPL (therein referred to as "the Vendor") of the one part and the Company herein (therein referred to as "the Purchaser") of the other part, SDPL has agreed to grant development rights in respect of the remaining of the 1/7th undivided share of late Siegfried in the Entire Property being the balance 50% of the estate of late Siegfried which is equivalent to 1/14th undivided share of Siegfried in the Entire Property and also agreed to sell and/or convey the said 1/14th undivided share of late Siegfried in the Entire Property unto and in favour of the Company herein at and for the consideration and on the terms and conditions recorded therein.

12. I have been informed that the Entire Property contained some area bearing Survey No. 23A, Hissa No. 11 admeasuring 404 sq.mtrs. which is already acquired by the Municipal Corporation of Greater Mumbai (MCGM). The Entire Property less the said acquired area is hereinafter referred to as "**the Balance Property**" which is more particularly described in the **THIRD SCHEDULE** hereunder written.

13. By Deed of Conveyance dated 3rd October, 2017 duly registered in the office of the Sub-Registrar of Assurances at Andheri - 7, Mumbai under Sr. No. BDR-18/7010/2017 on 03/10/2017 executed by and between Frederick Nanfer Henriques, through the hands of his Constituted Attorney Mr. Vijay Singh Bhati acting under the Power of Attorney dated 25th August, 1994 as 'the Vendor' of the first part, SDPL as the Confirming Party of the second part and the Company herein as the Purchaser of the third part, the Company has purchased 1/7th undivided share of late Frederick Nanfer Henriques in the Balance Property.



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14. I have been informed by the Company that the Company has obtained financial assistance from one Indostar Capital Finance Limited (hereinafter referred to as '**the Lender**') against security of the abovementioned property / undivided share/s in the Entire Property and by Debenture Trust Deed dated 12th January, 2017 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-2/572 of 2017, the Company has created mortgage/charge on the abovementioned property/ undivided share/s in the Entire Property in favour of Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Limited), registered under the Companies Act, 1956 with corporate identity number 74999PN1997PLC110262, having its registered office at GDA House, Plot No. 85, Bhusari colony (Right), Paud Road, Pune-411038 and having a branch at Office No. 83 - 87, 8th floor, 'Mittal Tower', 'B' Wing, Nariman Point, Mumbai - 400021 as a security trustee ("**the Security Trustee**" for short) for and on behalf of the Lender.

15. I have also been informed that the Company has also created/ extended first ranking pari passu charge/ mortgage on the said Property/ undivided share/s in the Entire Property in favour of the Security Trustee in respect of some of the old facilities availed by the Company from the Lender.

16. I have relied upon the 'Declaration' of Mr. Santosh Garud dated 9th October, 2017, in his capacity as the Director of the Company that save and except the charge/mortgage created in favour of the Lender/ Security Trustee, the Company has not created any charge or encumbrance on the abovementioned property.

17. In the premises aforesaid, relying on the said Title Certificate and the correctness of the Declaration of the Company made hereto before and on the basis of and subject to the above, I certify that:

- (i) title of the Company to 1/7th undivided share of late Frederick in the Balance Property availed in terms of the Deed of Conveyance dated 3rd October, 2017 duly registered under Sr. No. BDR-18/7010/2017 on 3rd October, 2017, is clear and marketable and free from all encumbrances, and
- (ii) title of the Company to 1/6th undivided share of children of Frederick in 1/14th undivided share of late Siegfried in the Entire Property (i.e. 1/84th share) availed in terms of the Agreement for Sale-cum-Development dated 18th January, 2017 duly registered under Sr. No. BDR-18/340/2017 on 18th January, 2017, is clear and marketable and free from all encumbrances, subject to availing formal registered conveyance thereof from the children of Frederick viz. Stanzi Mursello, Leisl Todankar, Megan Gonsalves, Hasnael Henriques, Kurt Henriques and Zolan Henriques, which the said children of Frederick are obliged to do as aforesaid.

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THE FIRST SCHEDULE ABOVE REFERRED TO: **(Description of 'the First Property')**

ALL THAT pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the registration district of Mumbai Suburban and bearing Survey No. 9A, Hissa No. 3-B (part), CTS No. 431 (part), admeasuring in aggregate 19,375 sq. mtrs. or thereabout.

THE SECOND SCHEDULE ABOVE REFERRED TO: **(Description of 'the Second Property')**

ALL THAT pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the registration district of Mumbai Suburban and bearing Survey No. 23A, Hissa No. 11 & 12, CTS No. 346, 346/1 - 346/6, 347, admeasuring in aggregate 1,727.50 sq. mtrs. or thereabout

THE THIRD SCHEDULE ABOVE REFERRED TO: **(Description of 'the Balance Property')**

All that pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the Registration Sub District and District of Mumbai City and Mumbai Suburban and bearing Survey No. 9A, Hissa No. 3-B (part), CTS No. 431 (part), admeasuring in aggregate 19,375 sq. mtrs. or thereabout & All that pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the Registration Sub District and District of Mumbai City and Mumbai Suburban and bearing Survey No. 23A, Hissa No. 12, corresponding to CTS No. 346, 346/1, 346/2, 346/3, 346/4, 346/5, 346/6, 347 (pt), admeasuring in aggregate 1323.50 sq. mtrs. or thereabout and bounded as follows:

On or towards East : By CTS No. 348, 349, 351 & 360
On or towards West : By CTS No. 330
On or towards North : By CTS No. 329
On or towards South : By CTS No. 330

Dated this 21st day of October, 2017



Vidya Kamble
Advocate

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-: TO WHOMSOEVER IT MAY CONCERN :-

Reg: 13/84th undivided share of Anthony Cosmos Henriques (**"Anthony"**)

IN

(1) ALL THAT pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the registration district of Mumbai Suburban and bearing Survey No. 9A, Hissa No. 3-B (part), CTS No. 431 (part), admeasuring in aggregate 19,375 sq. mtrs. or thereabout (**"the First Property"**)

AND

(2) ALL THAT pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the registration district of Mumbai Suburban and bearing Survey No. 23A, Hissa No. 11 & 12, CTS No. 346, 346/1 - 346/6, 347 (part), admeasuring in aggregate 1,323.50 sq. mtrs. or thereabout (**"the Second Property"**)

1. I have been requested by Omkar Realtors Andheri Project Private Limited (formerly known as "Satellite Vijay Developers Pvt. Ltd."), a private limited company registered under the Companies Act, 2013 under Corporate Identity Number U45209MH2014PTC256825 and having its registered office at Omkar House, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (E), Mumbai - 400022, (**"the Company"** in short) to issue Title Certificate in respect of the abovementioned property.

2. I have perused the Title Certificate dated 22nd February, 2016 issued by M/s. Mahesh Shah & Co. Advocates & Solicitors [**"the said Title Certificate"**] certifying the title of one Satellite Developers Private Limited to the abovementioned property to be marketable and free from all encumbrances. I am relying upon the said Title Certificate for the purpose of issuing this Certificate of Title.

3. I have perused the revenue records viz. the 7/12 extracts, property register cards, development plan remarks and copies of documents of title produced before me.

4. The facts relating to the First Property and the Second Property as they appear from the documents produced before me are as under:

(a) One Late Mr. Elias Cosmos Henriques (for short **"Elias"**) was the owner of and/or otherwise well and sufficiently entitled to all that piece and parcel of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the Registration District of Mumbai Suburban bearing Survey No. 9A, Hissa No. 3-B (part), CTS No. 431 (part), admeasuring in aggregate 19,375 sq. mtrs.



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or thereabout, more particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "**the First Property**";

- (b) One Late Mrs. Sera Mary Henriques (alias Serah Mary Henriques alias Mrs. Elias Henriques alias Sere Mary Felicks), wife of Elias (for short "**Serah**") was the owner of and/or otherwise well and sufficiently entitled to all that piece and parcel of land or ground situated, lying and being at Village Mogra, Taluka Andheri in the Registration District of Mumbai Suburban bearing Survey No. 23A, Hissa No. 11 & 12, CTS Nos. 346, 346/1 to 346/6 and 347, admeasuring in aggregate 1,727.50 sq. mtrs. or thereabout, more particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "**the Second Property**";
- (c) The First Property and the Second Property shall hereinafter be collectively referred to as "**the Entire Property**";
- (d) Elias died intestate on 24th May, 1940, leaving behind him, according to the Law of Succession by which Elias was governed at the time of his death as his only legal heirs, his widow viz. Serah, his six sons viz. (i) Anthony Cosmos Henriques ("**Anthony**") (ii) Kenneth Irwin Henriques ("**Kenneth**"), (iii) Joseph Peter Henriques ("**Joseph**"), (iv) Siegfried Lambert Henriques ("**Siegfried**"), (v) Frederick Nanfer Henriques ("**Frederick**"), and (vi) Cyril Edmond Henriques ("**Cyril**"), and his one daughter viz. Mrs. Enid Anna Hayden ("**Enid**");
- (e) Upon death of Elias, 1/3rd (one-third) share of the First Property devolved upon Serah and the balance 2/3rd (two-third) share of the First Property devolved equally amongst six sons and one daughter of Elias and Serah;
- (f) Serah also died on 1st October, 1985, leaving behind her, according to the Law of Succession by which Serah was governed, at the time of her death, as her only legal heirs, her six sons viz. (i) Anthony, (ii) Kenneth, (iii) Joseph, (iv) Siegfried, (v) Frederick, and (vi) Cyril, and one daughter viz. Enid;
- (g) In so far as the First Property is concerned, to which Elias was absolutely entitled to, upon demise of Elias, 1/3rd share of the First Property devolved upon Serah (being widow of Elias), as per law of intestate succession, and the remaining 2/3rd share of the First Property devolved equally upon seven children of Elias i.e. six sons viz. Anthony, Kenneth, Joseph, Siegfried, Frederick, and Cyril, and one daughter viz. Enid, each having 1/7th undivided share in the remaining 2/3rd share of the First Property;

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- (h) Enid, the daughter of Elias and Serah sought to propound a purported Will dated 2nd September, 1985 (for short "the said Will") alleged to be the last Will and Testament of Serah. Anthony, Kenneth, Cyril, Joseph, Siegfried and Frederick challenged the said Will. Hence, the said Will is the subject matter of Testamentary Suit No. 48 of 1989 (for short "the said Testamentary Suit") which was pending for adjudication before the Hon'ble High Court of Judicature at Bombay. I have been informed that the Hon'ble Bombay High Court has dismissed the said Testamentary Suit on 12th September, 2017 and declared the said Will as invalid and not binding and therefore, the said 1/3rd share of Serah in the First Property devolves on the said six sons of Serah (viz. Anthony, Kenneth, Joseph, Siegfried, Frederick, and Cyril) and one daughter of Serah viz. Enid, equally. The judgment of the Hon'ble Bombay High Court dismissing the said Testamentary Suit is awaited.
- (i) By Agreement dated 25th August, 1994 ("**the said Agreement of 1994**") Anthony (therein referred to as "the Vendor") agreed to sell and transfer his undivided share, right, tile and interest in the Entire Property to one Messrs. A. Guddu Construction Company, a partnership firm constituted by one Mr. Vijaysingh Bhati ("Vijay"), one Mr. Vashishth Tiwari ("Vashishth") and one Mr. Vinod Vora ("Vora") under the Deed of Partnership dated 5th January, 1994 (hereinafter referred to as "**the said Firm**") and one Messrs. Akshay Finlease and Investments Private Limited, a company incorporated under the Companies Act, 1956, (hereinafter referred to as "**Akshay**") (therein collectively referred to as "the Purchasers") at or for the consideration and on the terms recorded therein;
- (j) Similar four Agreements, all dated 25th August, 1994, were executed by Cyril, Frederick, Kenneth and Joseph respectively for sale of their respective 1/7th undivided share in the Larger Property in favour of the said Firm and Akshay.
- (k) Anthony and his four brothers viz. Cyril, Frederick, Kenneth and Joseph jointly executed a Power of Attorney dated 25th August, 1994 for consideration in favour of the representatives of the said Firm and Akshay viz. Vijay and one Kiran Popatlal Amin, for authorising them to do and carry out various acts and deeds in respect of their respective undivided share/s in the Entire Property. I have been informed that the said Power of Attorney dated 25th August, 1994 is valid and subsisting and that the said Power of Attorney was executed on 25.08.1994 i.e. much before the coming into effect of the Registration (Maharashtra Amendment), Act 2010 i.e. from 1st April 2013.
- (l) Siegfried also thereafter executed an Agreement dated 14th September, 1994 in favour of Guddu and Akshay in respect of his 1/7th undivided share in the Entire Property. The said Agreement dated 14th September, 1994 was lodged

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for registration in the Office of the Sub-Registrar, Mumbai Suburban, on 14th September, 1994;

- (m) I have been informed that full consideration was paid to Anthony and his brothers by the said Firm and Akshay and Anthony and his brothers put the said Firm and Akshay in possession of their respective share/s in the Entire Property;
- (n) I have been informed that the S. C. Suit No. 2722 of 1986 (hereinafter referred to as "the said S. C. Suit") was filed by Enid against Anthony, Cyril, Frederick and Joseph, alleging therein that her brothers Anthony, Frederick, Cyril and Joseph were disturbing possession of her portion of two bungalows at Bandra belonging to their parents and which was the subject matter of the said Testamentary Suit. Notice of Motion No. 2305 of 1986 was filed by Enid in the said S. C. Suit and Order dated 21st November, 1986 was made inter alia in terms of prayer (b) of the said Notice of Motion for not selling the Jogeshwari Property i.e. the Entire Property.
- (o) The injunction/restrictive orders passed in S. C. Suit No. 2722 of 1986 came to be vacated by filing of Consent Terms dated 7th August, 2015 in the said S. C. Suit No. 2722 of 1986 between Enid being the Plaintiff and Cyril and Anthony, being the Defendants (hereinafter referred to as "the said Consent Terms"). The said Consent Terms inter alia recorded that each of the six sons and one daughter of late Serah were entitled to 1/7th undivided share, right, title and interest in the immovable properties at Jogeshwari East i.e. the Entire Property. Thus Enid, purporting to be in possession of the said Will and claiming probate of the said Will in the said Testamentary Suit, conceded that she and her brothers, each have 1/7th (one-seventh) undivided share in the Entire Property.
- (p) The Plaintiffs in the said S. C. Suit No. 2722 of 1986 viz. Enid and her children have filed withdrawal pursis for abandoning their claim in respect of the Jogeshwari Property viz. the Entire Property herein as they have settled the dispute in respect of the Entire Property with Defendant Nos. 1 and 3 therein viz. Cyril and Anthony. By Order dated 14th December, 2016 the Plaintiffs therein were permitted to abandon their claim in respect of the Entire Property and accordingly all the interim orders passed in the said S. C. Suit No. 2722 of 1986 including the aforesaid Order of Injunction dated 21st November, 1986 came to an end as recorded in the said Order dated 14th December, 2016.

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- (q) The Defendant No. 4(d) has filed Application in Suit No.2722 of 1986 challenging the said Order dated 14th December, 2016 and in reply thereto, Plaintiff has filed her reply praying for dismissal of the said Application.
- (r) I have also been informed that, the said Firm and Akshay continued to retain their counter-part/s of 'original' of the said Agreement of 1994 and other agreements. The said Firm and Akshay also continued to retain possession of respective undivided share/s of Anthony and others in the said Entire Property. Further consideration paid by Akshay continued to be retained by Anthony and his brothers. Power of attorney dated 25th August, 1994 executed by Anthony and his brothers continued to remain in force. The said Firm and Akshay continued to act as being entitled to the Entire Property in pursuance of the said Agreement of 1994 and other agreements.
- (s) In the meanwhile, name of Akshay was changed to 'Satsang Developers Private Limited' ('Satsang' for short), under a fresh certificate of incorporation dated 7th April, 2004, issued by the Assistant Registrar of Companies, Mumbai, Maharashtra. Thereafter, by an Order dated 21st October, 2004, passed by the High Court of Judicature at Bombay in Company Petition No. 663 of 2004, Satsang was merged and amalgamated into one BPM Industries Limited ("BPM" for short) and hence all the rights and benefits of Akshay (renamed as Satsang) were vested and transferred to BPM under the said Order dated 21st October 2004. Thereafter, by an Order dated 4th July, 2008, passed by the High Court of Judicature at Bombay in Company Petition Nos. 377 & 378 of 2008, BPM was merged and amalgamated into a company viz. Satellite Developers Private Limited (formerly Satellite Developers Limited and hereinafter referred to as "SDPL") and thereby all the rights and benefits of BPM were vested and transferred to SDPL by virtue of the said Order dated 4th July 2008. Thus, the right, demand, claim and interest of Akshay against Anthony in pursuance of the said Agreement of 1994 and the subsequent undertaking and assurance of Anthony to the said Firm and Akshay to execute conveyance in respect of his undivided share in the Entire Property stood vested and transferred in favour of SDPL.
- (t) By three separate Deeds of Assignment being (1) Deed of Assignment dated 17th April, 2015 executed by Vinod and duly registered in the office of the Sub-Registrar of Assurances at Andheri-6 Mumbai under Sr. No. BDR-17/3129/2015 on 18/04/2015, (2) Deed of Assignment dated 18th April, 2015 executed by Vijay and duly registered in the office of the Sub-Registrar of Assurances at Andheri-6, Mumbai under Sr. No. BDR-17/3132/2015 on 18/04/2015; and (3) Deed of Assignment dated 18th April, 2015 executed by Vashishth and duly registered in the office of the Sub-Registrar of Assurances at Andheri-6, Mumbai under Sr. No. BDR-17/3135/2015, SDPL purchased

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and acquired the business and all the assets of the said Firm including inter alia, interest of the said Firm, against Anthony in pursuance of the said Agreement of 1994 and the subsequent undertaking and assurance of Anthony to the said Firm and Akshay to execute conveyance in respect of his undivided share in the Entire Property. SDPL thus became solely entitled to avail and acquire conveyance of undivided share of Anthony in the said Entire Property.

- (u) In the meanwhile, Siegfried passed away on 30th May 2012 leaving behind his wife viz. Winnie Siegfried Henriques, as his only legal heir in accordance with Law of Succession by which he was governed. The said Agreement for Sale dated 14th September, 1994 executed by Siegfried and lodged for registration on 14th September, 1994 was ordered to be registered and registered on 3rd January, 2015 under Sr. No. BDR-1/584 of 1994. Winnie Siegfried Henriques, widow of Siegfried, in pursuance of the said Agreement for Sale dated 14th September, 1994, executed a Deed of Conveyance dated 8th June, 2015 duly registered under Sr. No. BDR-1/5182/2015 on 9th June, 2015 for conveying 1/7th undivided share of late Siegfried in the Entire property in favour of SDPL (being the assignee and successor-in-title of the said Firm and Akshay respectively).
- (v) Since Siegfried had, during his life time, agreed to sell his 1/7th undivided share in the Entire Property to the Firm and Akshay but as formal conveyance of the same did not take place in the life time of Siegfried, Anthony, as one of the brothers of Siegfried, became entitled to 1/6th of ½ (one-half) share in 1/7th (one-seventh) share of Siegfried in the Entire Property, in view of operation of Section 33 read with Section 44 of the Indian Succession Act, 1925 and is under an obligation to execute formal conveyance as aforesaid.

4. I have not caused any searches to be taken in the Office of the Sub-Registrar of Assurances at Mumbai City and Bandra. I have however, relied upon the Search Report dated 9th February, 2016 of Mr. Ganesh Gawade.

5. I have caused the public notice to be issued in respect of the undivided shares of Anthony and late Siegfried in the Entire Property the details whereof are as under:

Public Notices were issued by me in two local newspapers viz. 'Free Press Journal' and 'Navshakti' in their respective editions dated 5th October, 2017 in respect of the undivided share of Anthony in the Entire property.

I have not received any claims and objections in response to the aforesaid public notices/s till date.



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6. Perusal of 7/12 extracts, Kami-Jasti Patrak and Property Registry Cards in respect of the Entire Property show the following:

Survey No. as per 7/12 extract	Names of Holder as per 7/12 extract	Corresponding CTS No	Names of Holders as per Property Registry Card
9A/3B (pt)	Serah and her seven children i.e. Anthony, Kenneth, Cyril, Joseph, Siegfried, Frederick and Enid	431 (part)	Serah and her seven children i.e. Anthony, Kenneth, Cyril, Joseph, Siegfried, Frederick and Enid
23A/11	Municipal Corporation of Greater Mumbai	347	Agriculture
23A/12	Serah	346, 346/1 to 6	Serah However name of one Pascoal Baptista appears as 'Imla Malik' (structure holder) in the column of 'other remarks'

7. I have also been informed that:

- Name of one Pascoal Baptista ('Pascoal' for short) appeared in Village Forms 7/12 in respect of the Entire Property in 'Pik & Pahani' column. After execution of the said Agreement of 1994, the said Firm through its partner Mr. Vijay Singh Bhatti made application to Tahsildar, Andheri for deletion of name of Pascoal in the said Pik & Pahani column, which application was allowed and the name of Pascoal was removed from Village Forms 7/12 in respect of the Entire Property vide Order dated 6th March, 1996. On perusal of recent village form 1/12, name of Pascoal or his heirs do not appear.
- Perusal of the Search Report dated 9th February, 2016 reveals that heirs of Pascoal/ heirs of Nazareth appear to have executed a Deed of Assignment for assignment inter alia of their alleged rights in the

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Entire Property in favour of one Krishna Ventures Limited by registered Deed of Assignment dated 30th December, 2010. Perusal of the aforesaid legal proceedings as also the said Deed of Assignment reveals that heirs of Nazareth do not have any writing or instrument in support of their claim on the Entire Property. They claim possession of the Entire Property as 'kul' i.e. tenant or through adverse possession. These claims have been rejected in earlier court proceedings. As heirs of Pascoal do not appear to have actionable claim on the Entire Property, assignment if any executed by these heirs of Pascoal/ heirs of Nazareth to M/s Krishna Ventures Limited is of no consequence and would not, in our opinion, affect title of owners of the Entire Property. I have been also informed that the said Firm and the owners of an adjoining property have filed Contempt Petition No. 414 of 2012 before the Hon'ble Bombay High Court and challenged the aforesaid Deed of Assignment dated 30th December, 2010 executed by the heirs of Nazareth in favour of Krishna Ventures Limited. The said Contempt Petition was heard on 23rd February, 2017 and the Hon'ble Bombay High Court vide its Order dated 23rd February, 2017 observed that Respondents have executed the said Deed of Assignment dated 30th December, 2010 in defiance of the order of the court and further restrained the Respondents therein from acting on the said Deed of Assignment dated 30th December, 2010. The said Contempt Petition is now kept for final hearing.

8. I have perused the Development Plan Remarks dated 12th March, 2013 issued by the Municipal Corporation of Greater Mumbai in respect of the Entire Property and certain other properties which shows that the Entire Property falls in 'Residential' zone and is reserved for Public Housing (shown as part of larger reservation), Play Ground & Tank, and Secondary School.

9. Though Siegfried, during his life time, had agreed to sell his 1/7th undivided share in the Entire Property to the Firm and Akshay but as formal conveyance of the same did not took place in the life time of Siegfried, in view of operation of Section 33 read with Section 44 of the Indian Succession Act, 1925, ½ (half) of 1/7th (one-seventh) share of Siegfried in the Entire Property, would vest in his kindred viz. his living brothers, living sister and children of his pre-deceased brothers. Thus 1/6th of such share of Late Siegfried (i.e. ½ of 1/7 share) would vest in Anthony as the brother of Siegfried.

10. By Agreement for Sale-cum-Development dated 18th January, 2017 duly registered in the office of the Sub-Registrar of Assurances at Andheri-7, Mumbai under Sr. No. BDR-18/340/2017 on 18/01/2017, executed by and between SDPL (therein referred to as "the Vendor") of the one part and the Company herein (therein

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referred to as "the Purchaser") of the other part, SDPL has agreed to grant development rights in respect of the remaining of the 1/7th undivided share of late Siegfried in the Entire Property being the balance 50% of the estate of late Siegfried which is equivalent to 1/14th undivided share of Siegfried in the Entire Property and also agreed to sell and/or convey the said 1/14th undivided share of late Siegfried in the Entire Property unto and in favour of the Company herein at and for the consideration and on the terms and conditions recorded therein.

11. I have been informed that the Entire Property contained some area bearing Survey No. 23A, Hissa No. 11 admeasuring 404 sq.mtrs. which is already acquired by the Municipal Corporation of Greater Mumbai ('MCGM'). The Entire Property less the said acquired area is hereinafter referred to as "**the Balance Property**" which is more particularly described in the **THIRD SCHEDULE** hereunder written.

12. By Deed of Conveyance dated 3rd October, 2017 duly registered in the office of the Sub-Registrar of Assurances at Andheri - 7, Mumbai under Sr. No. BDR-18/7011/2017 on 03/10/2017 executed by and between Anthony Cosmas Henriques, through the hands of his Constituted Attorney Mr. Vijay Singh Bhati acting under the Power of Attorney dated 25th August, 1994 as 'the Vendor' of the first part, SDPL as the Confirming Party of the second part and the Company herein as the Purchaser of the third part, the Company has purchased 1/7th undivided share of Anthony Cosmas Henriques in the Balance Property.

13. I have been informed by the Company that the Company has obtained financial assistance from one Indostar Capital Finance Limited (hereinafter referred to as '**the Lender**') against security of the abovementioned property / undivided share/s in the Entire Property and by Debenture Trust Deed dated 12th January, 2017 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-2/572 of 2017, the Company has created mortgage/charge on the abovementioned property/ undivided share/s in the Entire Property in favour of Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Limited), registered under the Companies Act, 1956 with corporate identity number 74999PN1997PLC110262, having its registered office at GDA House, Plot No. 85, Bhusari colony (Right), Paud Road, Pune-411038 and having a branch at Office No. 83 - 87, 8th floor, 'Mittal Tower', 'B' Wing, Nariman Point, Mumbai - 400021 as a security trustee ("**the Security Trustee**" for short) for and on behalf of the Lender.

14. I have also been informed that the Company has also created/ extended first ranking pari passu charge/ mortgage on the said Property/ undivided share/s in the Entire Property in favour of the Security Trustee in respect of some of the old facilities availed by the Company from the Lender.

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15. I have relied upon the 'Declaration' of Mr. Santosh Garud dated 9th October, 2017, in his capacity as the Director of the Company that save and except the charge/mortgage created in favour of the Lender/ Security Trustee, the Company has not created any charge or encumbrance on the abovementioned property.

16. In the premises aforesaid, relying on the correctness of the Declaration of the Company made hereto before and on the basis of the said Title Certificate and subject to the above, I certify that:

- (i) title of the Company to 1/7th undivided share of Anthony in the Balance Property availed in terms of the Deed of Conveyance dated 3rd October, 2017 duly registered under Sr. No. BDR-18/7011/2017 on 3rd October, 2017, is clear and marketable and free from all encumbrances, and
- (i) title of the Company to 1/6th undivided share of Anthony in 1/14th undivided share of late Siegfried in the Entire Property (i.e. 1/84th share), availed in terms of the Agreement for Sale-cum-Development dated 18th January, 2017 duly registered under Sr. No. BDR-18/340/2017 on 18th January, 2017, is clear and marketable and free from all encumbrances, subject to availing formal registered conveyance thereof from Anthony, which the said Anthony is obliged to do as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO: **(Description of 'the First Property')**

ALL THAT pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the registration district of Mumbai Suburban and bearing Survey No. 9A, Hissa No. 3-B (part), CTS No. 431 (part), admeasuring in aggregate 19,375 sq. mtrs. or thereabout.

THE SECOND SCHEDULE ABOVE REFERRED TO: **(Description of 'the Second Property')**

ALL THAT pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the registration district of Mumbai Suburban and bearing Survey No. 23A, Hissa No. 11 & 12, CTS No. 346, 346/1 - 346/6, 347, admeasuring in aggregate 1,727.50 sq. mtrs. or thereabout



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THE THIRD SCHEDULE ABOVE REFERRED TO: **(Description of 'the Balance Property')**

All that pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the Registration Sub District and District of Mumbai City and Mumbai Suburban and bearing Survey No. 9A, Hissa No. 3-B (part), CTS No. 431 (part), admeasuring in aggregate 19,375 sq. mtrs. or thereabout & All that pieces and parcels of land or ground situate, lying and being at Village Mogra, Taluka Andheri in the Registration Sub District and District of Mumbai City and Mumbai Suburban and bearing Survey No. 23A, Hissa No. 12, corresponding to CTS No. 346, 346/1, 346/2, 346/3, 346/4, 346/5, 346/6, 347 (pt), admeasuring in aggregate 1323.50 sq. mtrs. or thereabout and bounded as follows:

On or towards East : By CTS No. 348, 349, 351 & 360
On or towards West : By CTS No. 330
On or towards North : By CTS No. 329
On or towards South : By CTS No. 330

Dated this 21st day of October, 2017



Vidya Kamble
Advocate

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ADVOCATE HIGH COURT
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