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**Off. : 35/408, Malvani Vandana CHS. Ltd., Chatrapati Shivaji Raje Complex, Off Ekta Nagar,
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CERTIFICATE OF TITLE

TO WHOMSOEVER IT MAY CONCERN

1) We, the undersigned have investigated the title of Om Shanti House, a Registered Partnership firm, comprising of Shri Jasmin K. Ajmera and Shri Jiten K. Ajmera in respect of the property described in the schedule hereunder written.

1) We have perused the documents as set out hereunder :

- i) Certificate bearing No.299 of 1946-47 dated 29th November, 1946 received by Assessment and Collection Department, Bombay Municipality, certifying therein that the scheduled property has been transferred in the Assessment Book to the name of Jahangir Darashaw Writer and Kaikhushru Darashaw Writer.
- ii) A writing dated 7th day of November, 1944, typed on Stamp Paper of Rs.1 and 8 Annas, titled as "Terms of Sale of the property at Dadar known as "Mani Villa" bearing Cedestral Survey No.3-A/76 of Dadar-Naigaum Division, 23, Vincent Road, Dadar" signed and executed by one Darashaw Merwanji Master as Vendor and Jahangir Darashaw Writer and Kaikhushru Darashaw Writer as Purchaser.

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- iii) Stamped Receipt dated 6th November, 1944 issued by Darashaw & Co., broker in respect of a sum of Rs.5,000/- (Rupees Five Thousand Only) being the earnest money for the sale of Dadar Property received from Mr. Jahangir Writer and another.
- iv) Receipt bearing No.8079 in respect of Bill No.7174 for the payment of Municipal Taxes for the period from 1st October, 1945 to 31st March, 1946 Issued by the Bombay Municipality in favour of Darashaw M. Master in respect of Ward No.825 (2ABC) Street No.185(ZAC), Nalgaum Cross Road.
- v) The Indenture dated 1st February, 1945 executed by and between Darawshaw Merwanji Master as a Vendor and Jahangir Darashaw Writer and Kaikhushru Darashaw Writer as Purchaser in respect of the scheduled property namely all that piece or parcel of free land, situate at Madhavdas Pasta Road, Off Vincent Road, Dadar in Bombay in the Registration Sub-District of Bombay containing by admeasurement 390 (three hundred and ninety) Square Yards or thereabouts and registered in the Books of the Collector of Land Revenue under New Survey No. 1, 4 and 7 Cadastral Survey No.

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3B/76 of Dadar Naigaum Division together with the dwelling house and all buildings standing thereon and bounded on the North by a Plot of land bearing Cadastral Survey No.11/76 of Dadar Naigaum Division on the South by a plot of land bearing Cadastral Survey No.3/76 of Dadar Naigaum Division and beyond that by the Goculdas Pasta Road on the East by a plot of land bearing C.S. No. 3/A/76 of the Dadar Naigaum Division and beyond that by the Vincent Road and on the West by Madhavdas Pasta Road and which premises are assessed under 15(F) Ward No.825(2ABC) Street Nos.185ZAC and registered with the office of Sub-Registrar of Assurances at Bombay on 23rd of February, 1945 under Registration No. BOM/1129/1945.

- vi) Property Register Card Issued by the Superintendent, Mumbai City Survey and Land Records in respect of the scheduled property.
- vii) Sale Deed dated 13th April, 2006 executed by and between (1) Miss Dhun Jahangir Writer (2) Mr. Hoshang Kekhusshuroo Writer, hereinafter collectively called "The Vendors" of the First Part and (1) Mrs. Polly Eruch Writer W/o Mr. Eruch Jahangir Writer (2) Mrs. Dinoo Limji Writer W/o Mr. Limji Jahangir Writer, hereinafter collectively



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referred to as "First Confirming Party" of the Second Part and (1) Mrs. Sheroo Diniar Panthaky (2) Mr. Keku Boman Writer (3) Mrs. Piloo Jal Langrana hereinafter collectively called as "Second Confirming Party" of the Third Part and M/s. Om Shanti House, hereinafter called "the Purchasers" of the Fourth Part In respect of the said property and registered on 13th April, 2006 under Registration No. BBE-2/03499/2006 and Index No. II in respect thereof.

- viii) Declaration of Rectification dated 5th May, 2006 and Declaration of Confirmation dated 19th December, 2007 both executed by Mr. Paras Shantilal Porwal, then a Partner of "M/s. Om Shanti House" registered the Joint Sub-Registrar, Mumbai City No. II on 19th December, 2007 under Registration No. BBE-2/9407/2007 In respect of the scheduled property.
- ix) No Objection Certificate bearing No. R/NOC/F2174/6861/MBRRB-13 dated 4th September 2013 for development of Scheduled Property in favour of "M/s OM SHANTI HOUSE" by MHADA.

- 2) Under the Indenture dated 1st, February, 1945 the schedule property was sold by Darashaw Merwanji Master to Jehangir Darashaw Writer and Kaikhushru

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Darashaw Writer subject to the covenant contained in sub-clauses (2), (5), (7) and (10) of clause 2 of the said Indenture of Lease dated the 9th day of February, 1921, which reads as under :

"(2) To bear, pay and discharge all existing and future rates, taxes, charges, outgoing, assessment, duties, impositions and burdens whatsoever whether imperial or local now or hereafter to be assessed charged or imposed upon the demised premises or any part thereof of any buildings to be erected thereon or upon the owner or occupier in respect thereof or payable by either in respect thereof including the ground rent thoka or other assessment now or at any time hereafter payable to Government".

"(5) Except as hereinafter otherwise provided, not to erect any building or other structure or any part of any building or other structure or any part of any building or structure whatsoever either temporary or permanent on the said piece of land hereby demised within fifteen feet from the Northern boundary thereof and also within twenty feet of the Western and Southern boundaries thereof (which twenty feet spaces shown on the plan hereto annexed and hatched red are intended to form parts of the said forty foot common roads) but for all times to keep the space to the South of the said Northern boundary



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of a uniform width of fifteen feet shown on the plan hereto annexed as hatched green and the said twenty feet spaces intended for the roads unbuilt upon and open to the sky".

"(7) Immediately on the completion of the building or buildings to be erected as foresaid to fence off in a proper manner to the satisfaction of the landlords or their surveyor the said plot of land hereby demised from adjoining land of the landlords to the North thereof by a sufficient masonry boundary wall of six inches in thickness at the least and not less than three feet and not more than five feet in height above the surface of the adjoining land with option to the tenant to affix open metal railing on the top of such boundary wall but so that the total height of the wall and the railing shall not exceed seven feet and to build such wall on the land hereby demised and during the term hereby granted to keep the same in good repair provided, however that the tenant may by an agreement with the owner or owners for the time being of the said adjoining land to the North of the plot hereby demised construct a boundary wall not less than one foot in thickness and not less than three feet and not more than five feet in height above the surface of the adjoining land and either with or without metal railing as aforesaid and place such wall so that one half thereof may be

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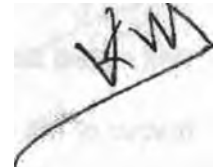
on the plot hereby demised and the other half thereof on the said adjoining land to the North thereof and treat such boundary wall as a party wall and during the said term keep the same in good repair at the joint expense of himself and the owner or owners of the said adjoining plots."

"(10) Not to carry on or permit to be carried on upon the demised premises or any part thereof any noxious or offensive trade or business whatsoever and not to cause permit or suffer upon the same anything which may be or become a nuisance or annoyance or cause damage to the landlords or their tenants or the occupiers of neighbouring houses."

3) Under the Indenture dated 1st February, 1945 the schedule property was sold by Darashaw Merwanji Master to Jahangir Drashaw Writer and Kalkhushre Darashaw Writer with the benefit of to the covenant contained in sub-clause (2) of clause 3 of the said Indenture of Lease bearing date the 9th day of February, 1921, which reads as under :

4) The recital clauses of the said Sale Deed dated 13th April, 2006 provides as under :

"(2) During the said term not to build or permit to be built upon any part of the piece of land belonging to the landlord and abutting upon the Northern



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boundary of the said piece of land hereby demised any building or other structure whatsoever either permanent or temporary (except a boundary wall to be erected in the same manner as is hereinbefore provided for) within fifteen feet of the said Northern boundary so that there shall always be an open space of a uniform width of fifteen feet (less the thickness of the boundary wall) to the North of the said Northern boundary”.

a) By a Deed of Conveyance dated 1st February, 1945 executed and entered into between Darashaw Merwanji Master therein referred to as the Vendor and (1) Mr. Jehangir Darashaw Writer and (2) Kaikhushru Darashaw Writer therein referred to as the Purchasers, the said Mr. Jehangir Darashaw Writer and Kaishushru Darashaw purchased in equal share all the piece or parcel of land situate at Madhavdas Pasta Road, Off Vincent Road, Dadar, in Bombay in the registration sub district of Bombay containing by admeasurement 390 Sq. Yards or thereabouts along with the structure standing thereon and more particularly described in the schedule hereunder written.

b) The said Jahangir Darashaw Writer died on 5th July, 1972 who had by his Will dated 15th October 1969 bequeathed his half share in the said property in favour of his wife Goolbanoo Jahangir Writer.



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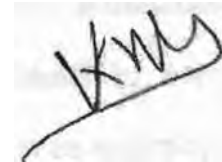
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c) The said Goolbanoo Jahangir Writer subsequently bequeathed her half share in the said property to her five children namely Dady, Eruch, Adel, Dhun and Limji as tenants in common and in equal shares absolutely and therein appointed Dhun Jahangir Writer and Jaloo Jahangir Darogas as executors and trustees of her said Will.

d) The said Jaloo Jahangir Darogas being one of the six children of Jahangir Darashaw Writer and Goolbanoo Jahangir Writer has been settled permanently in United States of America (USA) since last more than about forty years and is not desirous to come back to India and therefore Mrs. Goolbanoo Jahangir Writer bequeathed her half share in the said property to her five children namely Dady, Eruch, Adel, Dhun and Limji as tenants in common and in equal shares.

e) The said Jaloo Jahangir Darogas has no claim of whatsoever nature in the said property by virtue of the aforesaid facts.

f) The Vendor No.1 therein and the First Confirming Party therein are the joint owners and successors of half share in the said property being the branch of Jahangir Darashaw Writer.



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g) The Vendor No.2 therein and the Second Confirming Party therein, are the joint owners and successors of half share in the said property being the branch of Kaikhushru Darashaw Writer.

h) The Vendors therein and the First Confirming Party and Second Confirming Party therein are jointly entitled to the said piece of parcel of land or ground situate at Madhavdas Pasta Road, Dadar (E), Mumbai - 400 014, bearing Ward No. F 825 (2ABC), Street No. 185 3 AC, bearing C.S. No. 3 B/76 together with building thereon known as "Mani Villa" and more particularly described in the Schedule hereunder written.

i) The said "Mani Villa" Building consists of ground floor plus two upper floors of which 1st floor is in the possession of the Vendor No.1 therein as the Tenant and the Ground Floor and 2nd Floor are in possessions of the tenants, a list of which is annexed thereto as Annexure "A".

g) The Vendors and the Confirming Parties therein have agreed to sale and the purchasers therein have agreed to purchase the said property at/or for the price of Rs.40,00,000/- (Rupees Forty Lakh Only) upon the terms and conditions as recorded therein.



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5) The operative part of the said Sale Deed dated 13th April, 2006 inter alia provides as under :

i) The Purchasers therein have paid the entire consideration sum of Rs.40,00,000/- to the Vendors and Confirming Parties thereto before the execution of the same.

ii) The Vendors and the Confirming Parties therein are well and sufficiently entitled to the scheduled property and they have not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said property and the said property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and Vendors and the Confirming Parties herein declares that they shall hereafter not create any third party rights of whatsoever nature in respect of the said property.

iii) The Vendors of the Confirming Parties herein have not entered into any agreement or arrangement, oral or written with regard to the sale of the said property and there are no proceedings instituted by or against the Vendors or the Confirming Parties in respect of the said property and pending in any court or before any authority and the said property is not under any lispendens.



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iv) The Vendor and the Confirming Parties therein confirm that the said Jaloo Jahangir Darogas has no claim of whatsoever nature with respect to the said property, however the Vendor No.1 namely Dhun Jahangir Writer thereby indemnify and keep indemnified the Purchaser therein against any claim of whatsoever is made by the said Jaloo Jahangir Darogas Writer with respect to the same. The Vendor No.1 Dhun Jahangir Writer has also agreed that her share of amount receivable by her from the Purchaser shall not be paid to her for a period of 5 years from the date of completion of sale and the same shall be kept in the Fixed Deposit to be opened in joint name of Dhun Jahangir Writer and Mr. Paras S. Porwal the Partner of the Purchaser. The said Fixed Deposit shall be for five years and the interest from the same shall be paid to Dhun Jahangir Writer. In case if any claim is made by said Jaloo Jahangir Darogas for her share from the said property, the same shall be paid from the said Fixed Deposit amount. However, if for the said period of five years no claim is made by Jaloo Jahangir Darogas, then the maturity amount of the said fixed Deposit shall be paid to Dhun Jahangir Writer.

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- 6) The said Jaloo Jahangir Darogas has not made any claim till today. Hence, the maturity amount of the said Fixed Deposit has been paid over to Dhun Jahangir Writer.
- 7) By NOC dated 4th September 2013, the MHADA has granted No Objection for development of Scheduled Property in favour of M/s OM SHANTI HOUSE, subject to the terms and conditions mentioned therein.
- 8) In our opinion subject to aforesaid and existing tenancies and occupancies of the tenants/occupants, the title of Om Shanti House in respect of the scheduled property is clear, marketable and free from encumbrance though the sale was not completed under the said Sale Deed but as the Om Shanti House has paid entire consideration amount therein to the Vendor and Confirming parties therein and the Vendors and Confirming parties therein have put the said Om Shanti House in possession of the scheduled property and handed over and delivered all the title deeds, documents and papers relating to the said property in their possession to the said Om Shanti House. Hence, in fact sale has been completed in accordance with the terms and conditions of the said Sale Deed dated 13th April, 2006, M/s OM SHANTI HOUSE is entitled to develop the Scheduled property subject to and upon the Compliance of the terms and



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conditions mentioned in the said NOC bearing No. R/NOC/F-2174/6861 dated

4th September, 2013 issued by MHADA.

Mumbai dated this ²³ day of January, 2017.


Advocates, High Court