

**GP LAW & ASSOCIATES
ADVOCATES & SOLICITORS**

Partners
Onkar Gupte
Ambika Gupte
Nilesh Pawar

Office:
271-272, Atrium, Satra Plaza,
Sector 19D, Vashi, Navi Mumbai
Tel. No.: 27830614

Ref.: OG/NP/09/2015

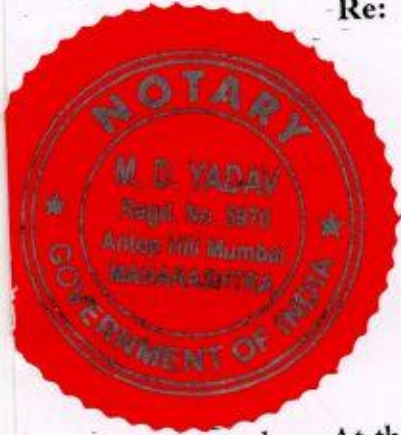
TITLE CERTIFICATE

Re: All that piece and parcel of land containing by admeasurement 345.31 sq. mtrs. being Plot No.63 of Dadar Matunga (South) Estate of the Municipal Corporation of Greater Mumbai, registered in the books of the Collector of Land Revenue under New Survey No.1152 (part) and bearing Cadastral Survey No.61/10 of Matunga Division, lying being and situate at 1st Lane, Hindu Colony, Dadar, Mumbai 400 014 together with the building consisting of ground plus two upper floors standing thereon

1. At the request of M/s. Siddharth Developers (hereinafter referred to as "the Developers"), a Partnership Firm whose present Partners are 1) Mr. Vishwasrao Narsinha Salve, 2) Mr. Manoday Prasannakumar Gupte, 3) Mr. Swapnil Vilas Shinde, 4) Mr. Rohan Manoday Gupte, 5) Mrs. Aditi Kunal Gupte, 6) Mr. Sushil Kumar Dabholkar, 7) Mr. Vinayak Vasudevanand Nevrekar, 8) Mr. Bhavin Paras Bamboli, 9) Mr. Chirayu Kishor Jain and 10) Mr. Lankeshkumar Sohanraj Munot having their office at 101, 102, 'C' Wing, Suryoday Co-operative Housing Society Ltd., Kalyanwadi, Sion Mahim Link Road, Dharavi, Mumbai-400 017, we have caused searches to be made in the offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Kurla, in respect of the captioned Land. We have also caused a search to be made in the office of the Registrar of Firms, Bandra, Mumbai. On the basis of search report submitted to us and search carried out in the Registrar of Firms, Bandra, Mumbai and upon perusal of the original and/ or copies of original documents provided to us for inspection, we have to state as under

CERTIFIED TRUE COPY

MOHANLAL D. YADAV
B.Com., LL.B., Regd. No. 5970
NOTARY GOVT OF INDIA
Resi. Room No. 18, Durga Mata Mandir
Shanti Nagar, S. P. Rd., Antop Hill
Wesala (E), Mumbai - 400 037



2. We state as follows:-

a) The Developers are a Partnership Firm formed vide a Partnership Deed dated 29th March 2014. The Developers are registered with the Registrar of Firms, Mumbai at Bandra under Registration No.MU-000002960 on 29th March 2014 as per the provisions of the Indian Partnership Act, 1932. Pursuant to reconstitution of the Developers, its present Partners are as mentioned in paragraph 1 above. The Developers have on 5th June 2015 informed the Registrar of Firms, Mumbai at Bandra about the aforesaid reconstitution, however, the Registrar of Firms, Bandra, Mumbai has not yet recorded the reconstitution of the Developers in its books.

b) By an Indenture of Lease dated 4th July 1934 executed between the Municipal Corporation of City of Bombay (hereinafter referred to as "BMC") of the First Part, Ivon Hope Taunton, the then Municipal Commissioner of BMC (hereinafter referred to as "**the Commissioner**") of the Second Part and Mr. Simon Joseph Francis Fonseca (hereinafter referred to as "**the Original Lessee**") of the Third Part, duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. 3277 of 1934, BMC demised all that piece and parcel of land containing by admeasurement 345.31 sq. mtrs. being Plot No.63 of Dadar Matunga (South) Estate of the Municipal Corporation of Greater Mumbai, registered in the books of the Collector of Land Revenue under New Survey No.1152 (part) and bearing Cadastral Survey No.61/10 of Matunga Division, lying being and situate at 1st Lane, Hindu Colony, Dadar, Mumbai-400 014 (hereinafter referred to as "**the said Plot**") together with the building consisting of ground plus two upper floors standing thereon (hereinafter referred to as "**the said Building**") (the said Plot and the said Building are hereinafter collectively referred to as "**the said Property**") unto the Original Lessee for a period of 999 years



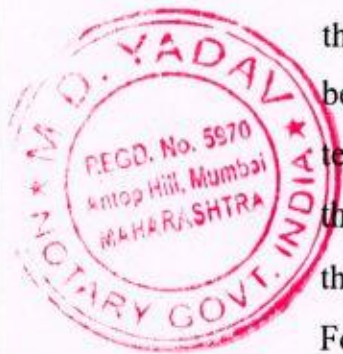
commencing from 4th November 1931 for the yearly rent of Re.1/- and upon terms and conditions contained therein.

- c) The Original Lessee died on 9th September 1951 leaving behind him his last Will and Testament dated 25th December 1950 (hereinafter referred to as "**the said Will**") in respect of his movable and immovable properties.
- d) By the said Will, the Original Lessee inter alia bequeathed the said Property to his daughter Dr. Mabel Balbina Fonseca (hereinafter referred to as "**the Subsequent Lessee**").
- e) The Hon'ble High Court of Judicature at Bombay granted Letters of Administration (with Will annexed) dated 20th June 1952 of the said Will to the administrator Mr. John Michael Frederick Fonseca being the eldest son of the Original Lessee (hereinafter referred to as "**the Administrator**").
- f) By a Deed of Transfer dated 31st May 1954 entered between the Administrator of the One Part and the Subsequent Lessee of the Other Part, duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. 3859 of 1954, the Administrator transferred the said Property in favor of the Subsequent Lessee upon terms and conditions contained therein.
- g) Pursuant to the request made by the Subsequent Lessee, BMC recorded the name of the Subsequent Lessee as a lessee of the said Property.
- h) The Subsequent Lessee was unmarried and died intestate on 16th May 2001 leaving behind her legal heirs being 1) Mr. Irwin Francis Fonseca and Mrs. Ruth Edward D'souza (being the children of the Administrator



(who was the brother of the Subsequent Lessee) who had predeceased the Subsequent Lessee (hereinafter referred to as "**the Heir Nos. 1**")), 2) Mr. John Maximillian Fonseca and 3) Mr. Joseph Honorato Fonseca (all the aforesaid 1), 2) and 3) are hereinafter collectively referred to as "**the said Heirs**") in respect of the said Property as per the provisions of the Indian Succession Act, 1925 by which she was governed at the time of her death. In view of the aforesaid, each group of the said Heirs was entitled to 1/3rd Share of the Subsequent Lessee in the said Property.

- i) The second of the said Heirs died intestate on 28th August 2002 leaving behind him Mrs. Teresa Sybil Fonseca, Mr. Mark Simon Fonseca, Mr. Kenneth Arun Fonseca, Mrs. Jennifer Fernandes, Mrs. Cynthia Sandhu and Mrs. Elsa Priti Fonseca (hereinafter collectively referred to as "**the Heir Nos. 2**") being his only legal heirs and representatives as per the provisions of the Indian Succession Act, 1925 by which he was governed at the time of his death. In view of the aforesaid, the 1/3rd Share of the second of the said Heirs in the said Property devolved on the Heir Nos. 2.
- j) We have been provided inspection of correspondence between the consultants engaged by some of the legal heirs of the third of the said heirs being his wife Mrs. Mile Aida Fonseca and son Dr. Malcolm Fonseca (hereinafter collectively referred to as "**the Heir Nos. 3**"), the Heir Nos. 2 and the Heir Nos. 1 with the BMC which inter alia indicates that the third of the said Heirs died on 29th November 2006 leaving behind him his last Will & Testament dated 3rd December 2005 and in terms thereof the Heir Nos. 3 are entitled to 1/3rd Share of the third of the said Heirs in the said Property. We have also been represented that the other sons of the third of the said Heirs being Mr. Bernard Sanjeev Fonseca and Mr. Ronald Ajit Fonseca do not have a share in the said Property. The aforesaid correspondence also indicates that the Will of



the third of the said Heirs was not probated because of the amendment to the Indian Succession Act, 1925 wherein it is inter alia provided that probate and/ or letters of administration in respect of wills of Christians are not required to be obtained. In view of the aforesaid, the 1/3rd Share of the third of the said Heirs in the said Property devolved on the Heir Nos. 3. (the Heir Nos.1, the Heir Nos. 2 and the Heir Nos. 3 are hereinafter collectively referred to as "**the Assignors**").

- k) Pursuant to the application made by the Assignors, BMC has by its letter dated 18th November 2010, bearing Reference No.AC/Estate/12798/LB-I recorded the names of the Assignors as the lessees of the said Property.
- l) We have been represented that Flat Nos. 1 and 2 on the ground floor of the said Building were let out by the Subsequent Lessee to Mr. Irwin Francis Fonseca (one of the Assignors) (hereinafter individually referred to as "**the Tenant No.1**") and Flat Nos. 3 and 4 on the second floor of the said Building were let out by the Subsequent Lessee to Mrs. Teresa Sybil Fonseca (also one of the Assignors) (hereinafter individually referred to as "**the Tenant No. 2**") (the Tenant No.1 and the Tenant No.2 are hereinafter collectively referred to as "**the said Tenants**").
- m) The said Property has been mutated in the name of the Assignors by the survey authorities in the Property Card Register.
- n) By a Development Agreement dated 26th November 2014 entered between the Assignors of the First Part, the said Tenants of the Second Part and the Developers of the Third Part, duly registered with the Sub-Registrar of Assurances, Mumbai-1, under Serial No.BBE1-11482-2014 (hereinafter referred to as "**the said Development Agreement**"), the Assignors have granted development rights and the Tenants have given their no objection to the development of the said Property by the



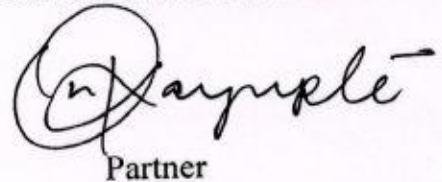
Developers for the consideration and upon terms and conditions contained therein.

- o) The Developers have informed us that they require to submit Title Certificate in respect of the said Property to BMC in compliance of one of the conditions set by BMC to issue to them a commencement certificate to re-develop the said Property.

3. In the circumstances heretofore mentioned we hereby certify that the Assignors are entitled to the said Property as lessees thereof of BMC as afore stated and subject to what is stated hereinabove M/s. Siddharth Developers are entitled to re-develop the said Property on the terms and conditions mentioned in the said Development Agreement.

Dated this 30th day of July 2015

Yours faithfully
For GP Law & Associates


Partner

