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(Registered)

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**TO WHOMSOEVER IT MAY CONCERN**

**CERTIFICATE OF TITLE.**

Property bearing New City Survey No.8A/1 of Vikhroli Division admeasuring 71306.50 square metres or thereabouts situate at Pirojshanagar, Vikhroli (East), Taluka Kurla, Mumbai Suburban District belonging to Godrej & Boyce Mfg.Co.Ltd.

1. This is to certify that on behalf of our clients Godrej & Boyce Mfg.Co.Ltd. ("the Company"), we have investigated their title to the property (described in the Schedule hereto) and submit our report as under.
2. The report is based on a consideration of the search notes furnished to us by a professional Searcher of the searches taken by him of the records of the Sub-Registrars of Assurances at Mumbai, Bandra and Kurla and the inspection of the land revenue records maintained by the City Survey Office at Mulund and the examination and scrutiny of xerox copies of the documents and papers produced to us by the Company.

3. The property belonging to the Company consists, inter-alia, of contiguous pieces or parcels of land or ground bearing New CTS No. 8A/1 and Old CTS Nos. 8, 8/1 to 8/18, 9, 9/1 to 9/18, 10, 10/1 to 10/18, 11, 11/1 to 11/18, 12, 12/1 to 12/18, 13, 13/1 to 13/10, 25, 25/1 to 25/18, 26, 26/1 to 26/18, 27, 27/1 to 27/18, 28, 28/1 to 28/18, 29, 56(P), 57, 57/1 to 57/9, 58, 58/1 to 58/9, 59, 59/1 to 59/9, 60, 60/1 to 60/9, 61, 61/1 to 61/48, and 66(P) of Vikhroll Division stated to admeasure 71306.50 square metres or thereabouts according to Property Register Card together with buildings and structures standing thereon situate at Village Vikhroll, 'N' Ward, Pirojshanagar, Taluka Kurla, Mumbai Suburban District (hereinafter referred to as "the said Property").

4. By Conveyance dated the 30<sup>th</sup> July 1948 made between Nowroji Pirojsha (as the Vendor) of the one part and the Company (as the Purchaser) of the other part (and registered with the Sub-Registrar of Assurances at Bombay under Serial No.3050 of Book No.1 on the 30<sup>th</sup> August 1948) the said Nowroji Pirojsha conveyed to the Company all the leasehold Village of Vikhroll Turuf Marole in the Satsette Taluka together with all the private pieces and parcels of agricultural lands belonging to Nowroji Pirojsha Inter-alia lying in the said Village of Vikhroll and more particularly described in the Schedule thereto (hereinafter collectively referred to as "the Larger Property") at or for the consideration and in the manner therein contained. The said Conveyance is over 63 years old and may be accepted as a good root of title.

5. The devolution of title to the Larger Property has been set out by way of recitals in the said Conveyance dated the 30<sup>th</sup> July 1948. The title of the Company's predecessor in title to the said leasehold land commences with two writings (in Marathi language and Modi character) dated the 7<sup>th</sup> July 1835 and the 30<sup>th</sup> November 1837 respectively (together constituting in effect a lease or rent farming agreement known as a Kowl) by which the Village of Vikhroli was demised in perpetuity by the then Acting Collector of Thana to the Company's predecessor-in-title, Framji Cawasji Banaji, subject to payment of a yearly rent of Rs. 1,000/- and to the several terms and conditions therein set out.

6. By diverse mesne assignment and acts in law and ultimately by a Conveyance dated the 26<sup>th</sup> June 1945 and made between Amratlal Amarchand as father, Manager and Karta of the Joint Hindu family consisting of himself and his sons Prabhudas, Shantilal and Ratilal and also for and on behalf of and representing the said sons of the First Part, the Official Assignee of Bombay as the Assignee of the estate and effects of Manilal Amarchand (Insolvent) and also for and on behalf of and representing the sons of the said Manilal including the minor sons Ramchandra, Pranjiwan and Purshottam (by virtue of the Judge's Order dated the 19<sup>th</sup> May 1942 in Insolvency No.716 of 1935) of the Second Part, Vrijlal Jiwandas and his wife Javerbai of the Third Part, Mulji Savchand and his wife Gangabai of the Fourth Part and Nowroji Pirojsha of the Fifth Part, the Village of Vikhroli (excluding certain lands conveyed by the Court Receiver by a Deed of Conveyance dated the 15<sup>th</sup> September 1941) was transferred

and assigned by the said Amratlal Amarchand and the Official Assignee of Bombay, and granted and confirmed by the said Vrajlal Jiwandas and his wife Javerbal and Mulji Savchand and his wife Gangabal, to Nowroji Pirojsha freed from incumbrances but subject to the yearly rent reserved by and the covenants and conditions contained in the said Writings of 1835 and 1837.

7. The Collector of Thana by his letter No. L.M.D.6615 dated the 7<sup>th</sup> January 1948 communicated to Nowroji Pirojsha the sanction of the Government of Bombay to the transfer of the Village of Vikhroli to the name of the Company.

8. The then State of Bombay passed an Act known as The Salsette Estate (Land Revenue Exemption Abolition) Act, 1951 ("The Salsette Act"), the object of which is to abolish the rent farming system in the Island of Salsette and to bring all lands under the public revenue. The Act also makes provision for the expropriation of all "waste" lands held by the various estate holders under their respective grants unless they had been, to use the language of the Act, appropriated or brought under cultivation prior to the 14<sup>th</sup> August 1951.

9. In the year 1953, a Suit (being Suit No.413 of 1953) is stated to have been filed in the Bombay High Court by the Company (as Plaintiffs) against the then State of Bombay (as Defendant) challenging the Salsette Act, and seeking a declaration that the Plaintiffs were the owners of the Village of Vikhroli (as referred to in the Plaint) under the terms and provisions of the two Writings dated

the 7<sup>th</sup> July 1835 and the 30<sup>th</sup> November 1837 as successors in title of the first owner, namely, Framji Cawasji Banaji and that they were entitled to all the rights benefits and privileges conferred by the said documents in respect of the said Village of Vikhroli and for Injunction costs and other reliefs as mentioned in the Plaint of the said Sult.

10. By a Consent Decree dated the 8<sup>th</sup> January 1962 passed by the Hon'ble Bombay High Court in the said Sult No.413 of 1953 it was among other things ordered and declared that the Village of Vikhroli held by the Plaintiffs under the said writings dated the 7<sup>th</sup> July 1835 and the 30<sup>th</sup> November 1837 was an "estate" within the meaning of Section 2(1)(b) of the Salsette Act, and that save and except the lands bearing Survey No.15 (part) admeasuring 21 Gunthas and Survey No. 16 (part) admeasuring 10 Gunthas which vested in the Government under Section 4(c) of the Salsette Act, all the other lands in the Village of Vikhroli were appropriated or brought under cultivation by 14<sup>th</sup> August 1951 and were the property of the Company subject to the provisions of Section 3 of the Salsette Act.

11. Our Certificate of Title is restricted to certifying the title of the Company to the said Property more particularly described in the Schedule hereunder written being part of the entire project "Godrej Garden Enclave".

12. The searches at the Sub-Registrars of Mumbai, Bandra and Kurla do not reveal any registered incumbrances on the said Property.

13. The searches of the records maintained by the City Survey Office in respect of the said Property have disclosed that the said Property is of non-agricultural tenure and is recorded in the City Survey Register as admeasuring 71306.50 square metres or thereabouts bearing New City Survey No.8A/1 of Vikhroll Division and the property card of old Old CTS Nos. 8, 8/1 to 8/18, 9, 9/1 to 9/18, 10, 10/1 to 10/18, 11, 11/1 to 11/18, 12, 12/1 to 12/18, 13, 13/1 to 13/10, 25, 25/1 to 25/18, 26, 26/1 to 26/18, 27, 27/1 to 27/18, 28, 28/1 to 28/18, 29, 56(P), 57, 57/1 to 57/9, 58, 58/1 to 58/9, 59, 59/1 to 59/9, 60, 60/1 to 60/9, 61, 61/1 to 61/48, 66, 90A and 91 are cancelled and stands in the name of Godrej and Boyce Manufacturing Company Limited as the holder thereof.

14. We had on 21<sup>st</sup> November 2011 published Notices in Free Press Journal (In English), Janmabhoomi (In Gujarati) and Navshakti (In Marathi) inviting claims (if any) to the said Property. We have not at the date hereof received any claims.

15. This is to certify that we have investigated the title of the Company (Godrej & Boyce Mfg. Co. Ltd.) to the said Property (described in the Schedule hereto) and have perused the title deeds and other papers produced to us and certify that in our opinion the title of the Company is clear, marketable and free from encumbrances, charges and/or claims.

**SCHEDULE**

ALL THOSE contiguous pieces or parcels of land bearing New C.T.S.No.8A/1 and Old CTS Nos. 8, 8/1 to 8/18, 9, 9/1 to 9/18, 10, 10/1 to 10/18, 11, 11/1 to 11/18, 12, 12/1 to 12/18, 13, 13/1 to 13/10, 25, 25/1 to 25/18, 26, 26/1 to 26/18, 27, 27/1 to 27/18, 28, 28/1 to 28/18, 29, 56(P), 57, 57/1 to 57/9, 58, 58/1 to 58/9, 59, 59/1 to 59/9, 60, 60/1 to 60/9, 61, 61/1 to 61/48, and 66(P) of Vikhroll Division admeasuring 71306.50 square metres or thereabouts as per Property Register Card together with buildings and structures standing thereon situate lying and being at Village Vikhroll, 'N' Ward, Pirojshanagar, Taluka Kurla, Mumbai Suburban District and bounded as follows:

On the East by : D.P.Road  
On the West by : Central Railway Line.  
On the North by : Partly by D.P.Road and partly by remaining property of the Company.  
On the South by : Remaining property belonging to the Company.

Dated this 4<sup>th</sup> day of May 2012.

For M/s. Crawford Bayley and Co.

*Zarina M. Salaty*  
Partner

