

# CHANDRAKANT M. VITHLANI

M.Com., LL.B.

Advocate, High Court

D/203, 2<sup>nd</sup> Floor, Maya Apartment C.H.S. Ltd., Swad Hotel Galli (Bhaji Galli), Virar (West)  
District Palghar-401303 ■ 9167208623.

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Ref: CV/TC/GSS/2017

Date: 5<sup>th</sup> October, 2017

## REPORT ON TITLE

### TO WHOMSOEVER IT MAY CONCERN

My clients, M/s. Mayfair Housing, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, with the office of the Registrar of Firms at Mumbai under no. B-87819 and having their principal place of business at 1, Mayfair Meridian, Ceaser Road, Andheri (West) Mumbai-400 058, (hereinafter referred to as "**Mayfair**") have handed over to me, certain documents/title deeds with instructions to investigate their entitlement to undertake the development of the land as more particularly described in the **Schedule** hereunder written (hereinafter referred to as "**the said Property**"). In the course of such investigations, my search Clerk Mr. N.R. Kadam has taken searches with the office of the Sub-Registrar of Assurances at Mumbai, Bandra and Chembur and I have perused the various documents/title deeds referred to in this Report. The following emanates therefrom:

1. One Godrej & Boyce Manufacturing Company Limited, a company deemed to be incorporated under the provisions of the Companies Act, 2013 and bearing CIN U28993MH1932PLC001828 (hereinafter referred to as "**Godrej**"), was, at all relevant times prior to 29<sup>th</sup> May, 2003, seized and possessed of and otherwise well and sufficiently entitled to (and subject to what is set out herein, is the owner of) the said Property.
2. By and under an Development Agreement dated 29<sup>th</sup> May, 2003, made and executed between Godrej and Mayfair (hereinafter referred to as the "**said Development Agreement**"), Godrej has granted to and in favour of Mayfair, full and exclusive development rights in respect of the said Property, at and for the consideration and on the other terms and conditions more particularly contained in the said Development Agreement.



3. In addition to the said Development Agreement, Godrej had also executed a Power of Attorney dated 10<sup>th</sup> July 2003, in favour of the partners of Mayfair, thereby authorising the Mayfair (through its partners) to do various acts, deeds, matters and things in respect of the said Property.
4. Since the said Development Agreement had remained to be registered, by an under a Declaration dated 7<sup>th</sup> July, 2008 (hereinafter referred to as "**the said Declaration**") and executed between Godrej and Mayfair, and duly registered with the Sub-Registrar of Assurances at Kurla-1 under no.BDR3-05464-2008, the terms and conditions of the said Development Agreement were confirmed by the said parties.
5. Pursuant to the terms of the said Development Agreement Godrej had put Mayfair in quiet, vacant and peaceful possession of the said Property on or about the year 2003.
6. As per Clause 8 of the said Development Agreement dated 29<sup>th</sup> May, 2003 Mayfair has already paid the entire consideration to the Godrej and Godrej has also acknowledge the receipt of the full consideration monies as were payable by Mayfair to Godrej under the terms of the said Development Agreement dated 29<sup>th</sup> May, 2003 as of 10<sup>th</sup> August, 2004.
7. In view of the fact that Mayfair had already paid the entire consideration amounts payable by Mayfair to the Godrej under the said Development Agreement. Godrej has in compliance with its obligations under said Development Agreement, with an intent of revalidating and confirming the grant of development rights in favour of Mayfair, executed an Irrevocable Power of Attorney dated 24<sup>th</sup> December 2015, in favour of the partners of Mayfair and thereafter has also acknowledge the receipt of the full consideration by Godrej from Mayfair. The said Power of Attorney dated 24<sup>th</sup> December, 2015 is duly registered with the Sub-Registrar of Assurances at Kurla -5 under no. KRL5-204-2016 on 7<sup>th</sup> January 2016.
8. Godrej has vide the said Irrevocable Power of Attorney dated 24<sup>th</sup> December, 2015, granted powers to and has authorised the partners of Mayfair to do all

acts, deeds, matters and things in furtherance of the development of the said Property and also to sell, transfer and convey the said Property to and in favour of Mayfair and/or in favour of Mayfair's nominee/s/transferee/s and to sign, execute and deliver the requisite documents including *inter alia* the requisite Deed of Conveyance for effectuating such sale and transfer. It is specifically mentioned in the said Power of Attorney that the same is irrevocable.

9. In the circumstances, as per the afore recited documents, Mayfair has acquired all rights, title and interest in to and upon the said Property; and only the formality of execution and registration of a formal deed of conveyance by Godrej in favour of Mayfair remains to be completed, so as to formally convey and transfer the said Property to and in favour of Mayfair. The consideration amount for the transfer of the said Property in favour of Mayfair, has already been received by Godrej, as far back as on 10<sup>th</sup> August, 2004.
10. As per the development plan remarks issued by the Municipal Corporation of Greater Mumbai in respect of the said Property, the said Property is reserved under the currently applicable Development Plan for Greater Mumbai of 1991 for a reservation of a "**Secondary School**".
11. In the course of the searches taken by my said search Clerk with the offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Chembur, he has not come across any adverse entries with regard to the said Property, whereby my clients' entitlement to the said Property should be qualified or is affected.
12. The name of Godrej appears as the owner of the said Property on the 7/12 extract of the said Property.
13. Mayfair is registered with the Registrar of Firms, Mumbai under Serial No. B-87819 under the provisions of Indian Partnership Act, 1932; and the present partners of the said Firm are:
  - a. Mr. Nayan Arvind Shah



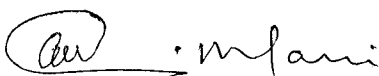
- b. Mrs. Anuradha Nayan Shah;
  - c. Nayan A Shah Family Trust; and
  - d. Nayan A Shah HUF.
14. In the circumstances, I am of the considered opinion that subject to what is stated above, my clients the said M/s. Mayfair Housing are entitled to exclusively undertake full, free and complete development of the said Property by construction of buildings thereon in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 or any statutory modification or re-enactment thereof and are in accordance with the plans as may be approved hereafter by the Municipal Corporation of Greater Mumbai and other concerned authorities.

**SCHEDULE**

All that piece and parcel of land and ground admeasuring 3,653.30 square meters in the aggregate and bearing Survey Nos.143/2(pt.), 143/5(pt.), 139/3(pt.), 141(pt.) corresponding to old CTS. No.15(pt.), 14(pt.), 3/32(pt.) and now bearing new CTS No.2A/4C of Village Ghatkopar, Taluka Kurla in the Registration Sub-District of Mumbai Suburban reserved in the Development Plan for Greater Mumbai of 1991 for a **Secondary School** and bounded as under:

On or towards the East by	-	CTS No.2A/4A of Village Ghatkopar
On or towards the West by	-	CTS No.2H of Village Ghatkopar
On or towards the South by	-	CTS No.2A/4D of Village Ghatkopar
On or towards the North by	-	CTS No.2A/4B of Village Ghatkopar

Dated this 5<sup>th</sup> day of October, 2017



(Chandrakant Vithlani)  
Advocate, High Court, Bombay.