

Y. S. CHAROLIA

(B. Com., L. L. B.)

Advocate, High Court

Mobile: 9832203040

Shop No.2, Building No.1, Kesh Nagar, Opp. Pethar College, S. V. Road, Goregaon (W), Mumbai - 400 104.
Valting Hour: 10:30 a.m. to 12:30 & 5:30 pm. To 7:30 pm

Date: 01st sep2014

To,
M/s. Western Real Estate Pvt. Ltd.,
B-01, Hafizi House,
Near Behram Baug signal,
S. V. Road, Jogeshwari (West),
Mumbai - 400 102.

TITLE CERTIFICATE

Ref property: ALL THOSE PIECES AND PARCELS of non-agricultural land bearing Survey No. 154, Hissa No. Nil, admeasures about 12 Acres and 3 Gunthas equivalent to 48310 sq. mtrs. i.e. 57778.76 sq. yards or thereabouts situated at Village Ghod Bunder, Taluka and District Thane within the registration District of Thane (for the sake of brevity hereinafter referred to as the **Said Property**).

THIS IS TO CERTIFY THAT I have investigated the title of "M/s. Western Real Estate Pvt. Ltd." (hereinafter referred to as the Developers) to the property above return mentioned in Schedule hereunder written .

A. One Nawab Sayed Ahmed Ali Khan was during his life time seized and possessed of immoveable properties bearing Survey No. 154, Hissa No. Nil, admeasures 12 Acres and 3 Gunthas and Survey No. 155, Hissa No. 2, admeasures 5 Acres and 39 Gunthas situate at Village Ghod Bunder, Taluka and District Thane within the

Registration District of Thane and in the local limits of Mira Bhayender Municipal Council (hereinafter referred to as the said Larger Property). The said Nawab Sayed Ahmed Ali Khan died instate leaving behind him (1) Sugara Begum (2) Sayed Ikramuddin Khan Nawab Sayed Ahmed Ali Khan, (3) Sayed Mohamedali Khan, (4) Begum Aziaunissa, (5) Sayed Sirajul Hasan, (6) Mahaboob Begum wife of Sayed Karimulla, (7) Sirajunissa Begum wife of Sayed Abduali, (8) Mussamat Khairunissa Begum wife of Sayed Nizamuddin Hasan, (9) Mussamat Afzunissa Begum wife of Gulam Husen Khan, (10) Mussamat Safarazmnisa Begum wife of Sayed Ahmed Ali and (11) Mussamat Abdinnisa wife of Sayed Aziz Ali as his only heirs and legal representatives to inherit the said Larger Property.

- B. By a registered Deed of Conveyance dated 07-01-1950 one Sugara Begum and Sayed Ikramuddin Khan Nawab Sayed Ahmed Ali Khan being the heirs and legal representatives of the late Nawab Sayed Ahmed Ali Khan, sold and conveyed their undivided share in the half share belonging to the late Nawab in the said larger Property to (1) Mr. John Baptist Misquitta, (2) Mrs. Eulalia John Misquitta and (3) Mr. Reginald John (alias Piscal) Misquitta, and by the mutation entry No. 299 dated 22-04-1950 the names of the said Purchasers had been brought on the revenue record.
- C. By another registered Deed of Conveyance dated 16-01-1950, (1) Sayed Sirajul Hasan, (2) Mahaboob Begum wife of Sayed Karimulla,

(3) Sirajunissa Begum wife of Sayed Abduali, (4) Mussamat Khairunissa Begum wife of Sayed Nizamuddin Hasan, (5) Mrs. Mussamat Anwarunissa Begum wife of Gulam Hasan Khan, (6) Mrs. Mussamat Safarunissa Begum wife of Sayed Ahmed Ali, (7) Mussamat Abfinnisa wife of Sayed Aziz Ali, sold and conveyed their undivided share in the said larger property to the said (1) Mr. John Baptist Misquitta, (2) Mrs. Eulalia John Misquitta and (3) Mr. Reginald John (alias Pascal) Misquitta, and by the mutation entry No. 298 dated 22-04-1950 the names of the said Purchasers had been brought on the revenue record.

D. By another registered Deed of Conveyance dated 12-04-1950 one Sayed Mohamedali Khan and Begum Aziz Unnissa being the heirs and legal representatives of the late Nawab, had also sold and conveyed their undivided share in the said larger property to said 1) Mr. John Baptist Misquitta, (2) Mrs. Eulalia John Misquitta and (3) Mr. Reginald John (alias Pascal) Misquitta, and by the mutation entry No. 300 dated 22-04-1950 the names of the said Purchasers had been brought on the revenue record.

E. The said Mr. John Baptist Misquitta died on or about 22nd August, 1969 leaving behind his Last Will and Testament dated 22nd August, 1961 whereby he bequeathed all his properties including his undivided share in the said larger property unto his wife Smt. Eulalia John Misquitta, absolutely and to the exclusion of all his sons and daughters. No letters of Administrators or other legal representation

was obtained by Mrs. Eulalia John Misquitta but the heirs and next of kin of late John Baptist Misquitta orally accepted the contents of the said Will and Mrs. Eulalia John Misquitta intermeddled with the estate of late John Baptist Misquitta.

- F. The said Mrs. Eulalia John Misquitta died on or about 28th August, 1977 leaving behind her last Will and Testament dated 12th April, 1971 registered with the Sub-registrar of assurance of Bandra under serial no. 854 on 12th May, 1971 whereby she appointed her son Reginald Pascal Misquitta as the sole executor of her Will and bequeathed all her properties including the said larger property unto her son Reginald Pascal Misquitta, absolutely and to the exclusion of all her legal heirs. No letters of Administrators or other legal representation was obtained by Reginald Pascal Misquitta but the heirs and next of kin of late Eulalia Misquitta orally accepted the contents of the said Will. On death of Mrs. Eulalia John Misquitta the said Mr. Reginald John (alias Pascal) Misquitta intermeddled with the estate of the deceased as full owner of the said Larger Property.
- G. By two Memorandum of Understanding dated 27th April, 1993 and 17th September, 1993 the said Mr. Reginald John (alias Pascal) Misquitta agreed to grant development rights in respect of the said larger property collectively to (1) Mr. Shabuddin Ukabhai Virani, (2) Mr. Jafferbhai Rajamad and (3) Mr. Kasam Karimad Prasla (for the sake of brevity hereinafter referred to as the **said Virani's**). The said Mr. Reginald John (alias Pascal) Misquitta had also executed a Power

of Attoreny in favour of said (1) Mr. Shabuddin Ukabhai Virani, (2) Mr. Jafferbhai Rajemad and (3) Mr. Kasam Karimad Prasla inter-alia empowering and authorizing them to perform various acts, deeds and things in respect of the development of the said larger property.

- H. An application was made to the Competent Authority under the provisions of Urban Property (Ceiling and Regulation) Act, 1976 for exemption and pursuant thereto an order/exemption was granted by the Competent Authority vide order No. THA 4293/(74)/B-XV, on 25th February, 1994 in the terms and conditions stated therein in respect of the said Property more particularly described in the Schedule hereunder written.
- I. The said Mr. Reginald John (alias Pascal) Misquitta had applied to the collector of Thane for non-agricultural use of the said property. And whereas by an order bearing No. Revenue / Class-1/T-7/NAP/SR/210/94 dated 16th January, 1995 the collector of Thane granted permission to use the said property to non-agriculture purpose on the terms and conditions stated therein.
- J. Pursuant to an Agreement of Sale and Assignment of development Rights dated 2nd April, 1996, entered into between the said Virani's being the Assignors, and M/s. Western Real Estate Private Limited being the assignees, the said Virani's agreed to assign and transfer and said M/s. Western Real Estate Private Limited (said Western) agreed to purchase as well as the benefit of the said Memorandum of Understanding dated 27th April, 1993 and 17th September, 1993 for the

consideration and on the terms and conditions set out in the said Agreement of Sale and Assignment of Development Rights dated 2nd April, 1996.

- K. Some difference and dispute arose between the said Mr. Reginald John (alias Pascal) Misquitta and the said Virani's and therefore, the said Virani's caused to file a suit in the Court of Civil Judge (S.D.) Thane being Special Civil Suit No. 465 of 1995 for specific performance of the two Memorandum of Understanding dated 23rd April, 1993 and 17th September, 1993 and for the other reliefs. Being aggrieved by the order passed in the said suit, the said Virani's preferred an appeal in the High Court of Judicature at Mumbai being Appeal from order No. 920 of 1995. Ultimately, by consent of both the parties to the suit and appeal, the developers joined as a party to the said suit as well as appeal. In the special civil suit No. 465 of 1995 before court of civil Judge (SD) Thane, consent terms were filed on 09-04-1996 between the said Mr. Reginald John (alias Pascal) Misquitta, the said Virani's and the developers herein and said suit No. 465 of 1995 and appeal from order No. 920 of 1995 respectively were disposed of in terms of the consent terms. Filed on 09-04-1996 with the consent of the said Mr. Reginald John (alias Pascal) Misquitta, the said Virani's assigned all their rights, benefits accruing under the said two Memorandum of Understanding dated 27th April, 1993 and 17th September, 1993 in respect of the property as mentioned in reference above in favour of developers for the

consideration mentioned therein. Said Mr. Reginald John (alias Pascal) Misquitta had also agreed to assign all his rights, title or interest in respect of the said property mentioned in the reference above to the M/s. Western Real Estate Pvt. Ltd. for the consideration mentioned therein. The said Mr. Reginald John (alias Pascal) Misquitta also agreed to provide to the M/s. Western Real Estate Pvt. Ltd. temporary right of way and/or access to pass and repass through a portion of property bearing Survey No. 155, Hissa No. 1 and 2 till construction of D. P. Road.

- L. The legal heirs and representatives of late Mr. John Baptist Misquitta, and Smt. Eulalia John Misquitta (except legal heirs of one Mr. Gilbert Sebastian Misquitta) had decided to honour and respect the mandates of the will dated 22-08-1961 and 12-04-1971 as binding upon them and accordingly pursuant to a Deed of settlement/Partition dated 4th November, 1996 executed by the legal heirs and representatives of late Mr. John Baptist Misquitta and Smt. Eulalia Misquitta (except legal heirs of the said Mr. Gilbert Sebastian Misquitta) and lodged for registration with office of Sub-Registrar of Assurance at Mumbai under Serial No. BBM/3334/96, the said legal heir and representatives of late Mr. John Baptist Misquitta and Smt. Eulalia Misquitta released and relinquished all their right, title and interest in the said property as mentioned above in favour of Mr. Reginald John (alias Pascal) Misquitta forever.

- M. The said Mr. Reginald John (alias Pascal) Misquitta has also died intestate in Mumbai on 17-12-2000 leaving behind him (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta as his only heirs and legal representatives entitled to the estate of the said late Mr. Reginald John (alias Pascal) Misquitta as per law of succession by which he was governed at the time of his death.
- N. The legal heirs of said Mr. Gilbert Sebastian Misquitta i.e. Mrs. Philomena widow of Mr. Gilbert Sebsastain Misquitta, Mr. John alias Vijay Sebastian Misquitta have also honored and respected the mandate of the said Will dated 22nd August, 1961 and 12th April, 1971 and pursuant to the Deed of Release dated 23-01-2002 executed between Mrs. Philomena widow of Gilbert Sebastian Misquitta and Mr. John alias Vijay Sebastian Misquitta and (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta duly registered at the office of the Sub-Registrar of Assurance under serial No. TNN-2/395/2002, the said Mrs. Philomena widow of Mr. Gilbert Sebastian Misquitta and Mr. John alias Vijay Sebastian Misquitta have also released or relinquished all their right, title and interest of any nature whatsoever in respect of the said property of the said Mr. Reginald John (alias Pascal) Misquitta as mentioned in the reference above in favour of (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta and confirmed the (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta as the absolute owners thereof. The said Mrs. Philomena widow of Gilbert Sebastian Misquitta and Mr. John alias

Vijay Sebastian Misquitta have also pursuant to the said Deed of Release dated 23-01-2002, executed an Irrevocable General Power of Attorney dated 08-02-2002 in favour of the said (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta.

O. Vide Development Agreement dated 20th February, 2008 made and entered into at Thane by (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta (therein mentioned as Owner), the said Virani's (therein mentioned as Confirming part) unto and in favour of the said M/s. Western Real Estate Pvt. Ltd., the said (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta sold, assigned and transferred the development right in respect of the said property as mentioned in reference above in favour of said M/s. Western Real Estate Pvt. Ltd..

P. The said Development Agreement dated 20th February, 2008 executed between the Developer, the said Virani's and (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta is registered at the office of Sub-registrar of Assurance Thane at serial No. TNN-10/01955/2008. Pursuant to said Development Agreement dated 20-02-2008 the said (1) Mrs. Edna R. Misquitta and (2) Mrs. Marissa R. Misquitta have granted Irrevocable General Power of Attorney duly registered at the office of Sub-Registrar of Assurance of Mira-Bhaycnder Thane at Sr. No. TNN 10/1956 of 2008 in favour of the director/s of the said M/s. Western Real Estate Pvt. Ltd. with respect of property as mentioned in reference above.

- Q. Said M/s. Western Real Estate Pvt. Ltd. had become entitled to develop the said property as mentioned in the reference above and had become further entitled to sell / lease or otherwise transfer the premises to be constructed therein on terms and conditions contained in the said Development of Agreement dated 20th February, 2008 duly registered with the office of Sub-Registrar of Assurance Thane at Serial No. TNN-10-01955/2008 and enter into Agreement for Sale / Transfer of flat / other premises in building/s to be constructed by them in the above property mentioned in the Schedule herein below in accordance with sanctioned plan subject to whatever stated hereinabove and also subject to the compliance of the terms and conditions of the ULC Order bearing No. TH/A/4293/(74)/B-XV dated 25-02-1994 granted by the competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 and N. A. order bearing No. Revenue Class-1/T-7/NAP/SR/210 /94 dated 16-01-1995 granted by the Collector of Thane.
- R. While the said property was under development said Mrs. Edna. R. Misquitta and Mrs. Marissa. R. Misquitta through the substituted attorney (Abbas Jaan Mohammad Fatawat) of their attorney (Mr. Rashid Gulam Rasool Marediya) conveyed the said property to M/s. Western Real Estate Private Limited, represented by its Managing Director, by a Deed of Conveyance dated 13-06-2013 registered under no. TNN -7/4440 of 2013 (herein after referred to as the **said conveyance**).

S. Pursuant to the said conveyance the Talathi Saja Ghodbadar mutated the revenue record in the name of said M/s. Western Real Estate Private Limited. vide entry no.2616 dated 04-08-2014 and effected the same on village form 07 of the said village in respect of the said property.

T. The development on the said property is in progress
In my opinion the title of M/s. Western Real Estate Private Limited to the said property is clear and marketable.

Note: this title certificate is issued in furtherance of my earlier title certificate issued on 03-08-2010.

Y. S. Charolia



Advocate.