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Ref No. TC/JP/173A/01

Date: 21/09/2020

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re: ALL THAT PIECE OR PARCEL OF LAND ADMEASURING 1038.7 SQ. METRES OR THEREABOUTS BEARING CTS NO. 173/A OF VILLAGE ANDHERI, F.P. NO. 44, TPS ANDHERI-II, TALUKA ANDHERI, MUMBAI SUBURBAN DISTRICT SITUATED AT J.P. ROAD, NEAR RAJKUMAR HOTEL, ANDHERI (WEST), MUMBAI – 400 053.

1. I have been requested by M/s. JP Infra (Mumbai) Private Limited, a private limited company incorporated under the provisions of the Companies Act, 1956 and also governed as per Companies Act, 2013 having its registered office address at 401-402, 4th Floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andheri East, Mumbai 400093, to issue Title Certificate in respect of the above referred property.
2. I have perused the revenue records viz. the Property Register Card (PR Card), Development Plan remarks and copies of documents of title produced before me.

The facts relating to the above referred land as they appear from the documents produced before me are as under:

- (i) Historically, by and under a Registered Deed of Conveyance dated 22nd May 1959 registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. 4139/59 on 17th September 1959 executed by one Shri Jamnadas Madhavji in favour of (1) Mahomedali Valimahomed Merchant and (2) Smt. Rehmatbanoo Mahomedali Merchant, the said (1) Mahomedali Valimahomed Merchant and (2) Smt. Rehmatbanoo Mahomedali Merchant became the absolute owners of all that piece and parcel of land admeasuring 1038.7 sq. metres or thereabouts bearing CTS No. 173/A of Village Andheri, Taluka Andheri, Mumbai Suburban District, more particularly set out in the Schedule hereunder (hereinafter referred to as "**the said Land**").


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- (ii) After the purchase of the said Land, the said (1) Mahomedali Valimahomed Merchant and (2) Smt. Rehmatbanoo Mahomedali Merchant constructed a building thereon consisting of Ground and 2 upper storeys after obtaining necessary permissions for this purpose from the concerned authorities (hereinafter referred to as "**the said Building**").
- (iii) The said Land and the said Building is collectively referred to as "**the said Property**".
- (iv) The said Mahomedali Valimahomed Merchant died intestate at Mumbai on or about 8th July 1976 then leaving behind his wife Smt. Rehmatbanoo Mahomedali Merchant and four children namely Yaseen, Mumtaz, Falaknaaz and Shermin as the only legal heirs and representatives according to the Mohamedden Law of Succession by which he was governed during his life time and at the time of his death.
- (v) The said Smt. Rehmatbanoo Mahomedali Merchant also died intestate at Mumbai on or about 17th July 1992 then leaving behind her four children namely Yaseen, Mumtaz, Falaknaaz and Shermin as the only legal heirs and representatives according to the Mohamedden Law of Succession by which she was governed during her life time and at the time of her death.
- (vi) The said Mumtaz being a spinster died on 28th January 1995 and the said Yaseen being a bachelor died on 12th May 1996 leaving behind the said Falaknaaz Merchant and Shermin Merchant as the only remaining legal heirs and representatives according to the Mohamedden Law of Succession by which they were governed during their lifetime and at the time of their respective death.
- (vii) The PR Card in respect of the said Property accordingly stood in the name of the said Falaknaaz and Shermin Merchant.
- (viii) The entire ground floor of the said Building on the said Land admeasuring 2825 sq. ft. or thereabouts was let out to Dena Bank (hereinafter referred to as "**the leased premises**") for a term of 5 years with option for renewal for a further term of 5 years upon the rent reserved thereby and on the terms and conditions therein contained. After various renewals, the said lease finally expired on or about 1995. On expiry of lease Dena Bank ceased to use the leased premises, however Dena Bank continued in possession of the leased premises under an expired lease. The erstwhile owners viz. the said Falaknaaz and Shermin Merchant followed due process of law and filed T.E. Suit bearing Suit No. 223/249 of 2014 in Small Causes Court at Bandra, Bombay to evict Dena Bank from the leased premises and take back physical possession thereof.


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- (ix) The entire first and second floor of the said Building on the said Land being the entire remaining part of the said Building was vacant, unencumbered and in the absolute possession of Falaknaaz and Shermin Merchant.
 - (x) The said Falaknaaz and Shermin Merchant filed T & I J Petition Nos. 1467 of 2013 and 1581 of 2014 for grant of Letters of Administration (L.A.) in respect of the estate of the deceased Mahomedali Valimahomed Merchant and Smt. Rehmatbanoo Mahomedali Merchant respectively before the Hon'ble High Court of Judicature at Mumbai.
 - (xi) The Hon'ble High Court granted a Letter of Administration dated 30th June 2015 in T & I J Petition No. 1467 of 2013 and a Letter of Administration dated 22nd April 2015 in T & I J Petition No. 1581 of 2014 to Petitioners Falaknaaz and Shermin Merchant.
 - (xii) In terms of registered Indenture of Conveyance dated 03rd December 2014, the said Falaknaaz and Shermin Merchant have granted, sold, transferred, assigned, and conveyed the said property to J P Infra (Mumbai) Private Limited, a company having then address at 203, Morya Landmark II, New Link Road, Andheri (west), Mumbai-400 053 against the consideration and on terms and conditions mentioned therein and handed over the possession of the said property to the Purchaser J P Infra (Mumbai) Private Limited. The said Indenture of Conveyance is registered with the office of Sub-Registrar, Andheri No.2, under Serial no. BDR4/8155/2014 dated 03/12/2014.
 - (xiii) The erstwhile owner Falaknaaz and Shermin Merchant and JP Infra (Mumbai) Private Limited - Plaintiffs filed T.E. Suit No. 223/249 of 2014 in the Court of Small Causes at Bombay, Bandra Division, against Dena Bank to hand over the possession of the leased premises herein stated therein to them. The contest to the said suit resulted in filing of the Consent terms dated 21st June 2016 between the parties therein, under which Dena Bank, the Defendant therein, handed over quiet, vacant and peaceful possession of the leased premises herein to Plaintiff No.3 ie. JP Infra (Mumbai) Private Limited on the terms and conditions mentioned therein.
3. The extract of the PR Card of the said land dated 21st September 2019 issued by City Survey Officer, Andheri, and mutation entry No. 714 dated 24th August 2016 shows recording the name of JP Infra (Mumbai) Private Limited as Purchaser/Transferee of the said land.
4. On perusal of Search report dated 14th February, 2020 in respect of the said Property for the last 30 years i.e. (from 1991 to 2020) in respect of searches taken in the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Khar


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Road, Vile Parle, Andheri and Jogeshwari, it reflects that no entries has been made from 1975 to suggest that the title of the said land has been divested or vested in any other person other than the said Falaknaaz and Shermin Merchant who in turn conveyed the said Property to JP Infra (Mumbai) Pvt. Ltd. pursuant to the said Conveyance dated 03rd December, 2014 duly registered under Serial No. BDR4/8155/2014 dated 03rd December, 2014.

5. JP Infra (Mumbai) Pvt. Ltd. produced documents related to mortgage(s) with respect to the said land, the details whereof are as under:

Sr. No.	Mortgagee	Document of Mortgage / Encumbrance	Date	Registration no.
1	JM Financial Credit Solutions Limited	Indenture of Mortgage	23.08.2017	BDR4-7576-2017
2	JM Financial Credit Solutions Limited	Indenture of Mortgage	27.03.2018	BDR18-3212-2018
3	JM Financial Credit Solutions Limited	Indenture of Mortgage	08.08.2018	BDR4-8117-2018

6. I have caused the Public notice to be issued in respect of the said land the details whereof are as under:
- (i) Public Notice were issued by me in two local newspapers viz. The Free Press Journal and Navshakti in their respective editions dated 14th September 2020 in respect of the said land.
- (ii) I have not received any claims and objections in response to the aforesaid Public notice till date.
7. There is no dispute with respect to the title of the said land and no litigation is pending in any court of law so far as Ownership is concerned.
8. In the light of the above I hereby certify that the rights, interest and title of JP Infra (Mumbai) Pvt. Ltd. in respect of the said land as more particularly described in the Schedule appearing hereinafter is clear and marketable subject to performance of obligations in respect of the subsisting registered mortgage(s) with various terms and conditions as more particularly set out therein.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land admeasuring 1038.7 sq. metres or thereabouts bearing CTS No. 173/A of Village Andheri, F.P. No. 44, TPS Andheri-II, Taluka Andheri, Mumbai Suburban District situated at J.P. Road, Near Rajkumar Hotel, Andheri (West), Mumbai – 400 053, within the limits of Municipal Corporation of Greater Mumbai and within the Registration Sub District of Andheri, Mumbai Suburban District and bounded as follows:


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-: 5 :-

On or towards the North : By J P Road
On or towards the East : By Road leading to Dharma Shastra CHS Ltd.
On or towards the South : By Plot bearing CTS No. 173/B
On or towards the West : By Plot bearing CTS No. 174

Dated this 21st day of September, 2020.



Praveen Tambe
Advocate

