

PRABHAT GUPTA  
B.A.; LL.B.  
ADVOCATE, HIGH COURT

RES. :  
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**TITLE CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

My clients, Lotus Logistics and Developers Private Limited (formerly known as Lotus Logistics Private Limited), have handed over to me, copies of certain documents/title deeds with instructions to investigate their title in respect of the property more particularly described in the Schedule hereunder written (hereinafter referred to as "the Said Property"). I have perused copies of the various documents/title deeds referred to in this Report. The following emanates therefrom:

1. One Joseph Francis Gonsalves (hereinafter referred to as "the Said Gonsalves") was during his lifetime i.e. prior to 1917, solely and absolutely seized and possessed of and otherwise well and sufficiently entitled to the Said Property;
2. The Said Gonsalves expired intestate in 1917 leaving behind as his only heirs and legal representatives according to the law of succession by which he was governed at the time of his death, (1) Manuel Gonsalves and (2) Andrew Gonsalves (hereinafter referred to as "the Said Manuel" and "the Said Andrew" respectively);



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Advocate High Court  
Bombay.

COURT : High Court, 3<sup>rd</sup> floor, Bombay Bar Association, Room No-57, Mumbai - 400 032.  
Phone: 022-2267 3367 (Between 5.30 pm to 7.30 pm)

3. Accordingly, the Said Manuel and the Said Andrew each became entitled to  $\frac{1}{2}$  undivided share right, title and interest in to upon the Said Property;
4. The Said Andrew expired intestate in the year 1925 leaving behind as his only heirs and legal representatives according to the law of succession by which he was governed at the time of his death his widow Martha Andrew Gonsalves and his seven children viz. (1) Daisy Gonsalves, (2) Joseph Gonsalves, (3) Louise Pereira, (4) Mary Andrew Dube, (5) Terence Gonsalves, (6) Aloysius Gonsalves, and (7) Arthur Gonsalves, respectively.
5. The Said Martha Andrew Gonsalves widow of the Said Andrew expired intestate on or about 5<sup>th</sup> November, 1962, leaving behind her as her only heirs and legal representatives according to the law of succession by which she was governed at the time of her death her seven children as enumerated in paragraph 4 above.
6. The Said Terence Gonsalves expired intestate on or about 18<sup>th</sup> May, 1975 leaving behind him as his only heirs and legal representatives according to the law of succession by which he was governed at the time of his death, his widow Lennie Gonsalves and his 3 children (1) Andrew Terence Gonsalves (2) Marianne Terence Gonsalves and (3) Phillip Terence Gonsalves.
7. The Said Lennie Gonsalves viz. widow of Terence Gonsalves, made an application for Letters of Administration of the Estate of Terence Gonsalves being Petition No. 944 of 1982 and the Letters of Administration was granted to her on 16<sup>th</sup> September, 1983;
8. The Said Joseph Gonsalves made an application for Letters of Administration of the Estate of Martha Gonsalves being Petition No. 579 of 1982 and the Letters of Administration was granted to him on 16<sup>th</sup> September, 1983;
9. The Said Joseph Gonsalves, a bachelor, expired intestate in or around the year 1984 leaving behind him as his only heirs and legal representatives according to the law of succession by which he was governed at the time of his death his surviving siblings as stated in paragraph 4 above and the heirs of the Said Terence Gonsalves.
10. In the circumstances, the following persons as the surviving heirs of the Said Andrew became entitled to his  $\frac{1}{2}$  undivided share, right, title and interest in to upon the Said Property:

- (a) Daisy Gonsalves,
- (b) Louise Pereira,
- (c) Mary Andrew Dube,
- (d) Aloysius Gonsalves,
- (e) Arthur Gonsalves,
- (f) Lennie Gonsalves,
- (g) Andrew Terence Gonsalves,
- (h) Marianne Terence Gonsalves and
- (i) Phillip Terence Gonsalves.

(All the aforeSaid 9 persons are hereinafter referred to as **"the 9 surviving heirs of the Said Andrew"**).

11. By and under an Agreement dated 22<sup>nd</sup> August, 1989, (hereinafter referred to as **"the Said First Agreement"**) made and executed by

- (a) Daisy Gonsalves,
- (b) Louise Pereira,
- (c) Mary Andrew Dube,
- (d) Aloysius Gonsalves,
- (e) Lennie Gonsalves,
- (f) Andrew Terence Gonsalves,
- (g) Marianne Terence Gonsalves and
- (h) Phillip Terence Gonsalves

on the one hand (therein referred to as the vendors) and Metro Development Corporation (hereinafter referred to as **"Metro"**) on the other hand (therein referred to as the Purchaser), the Said eight persons out of the 9 surviving heirs of the Said Andrew sold and transferred their  $\frac{5}{6}$ <sup>th</sup> share of  $\frac{1}{2}$  undivided interest in to upon the Said Property to and in favour of Metro herein at and for the consideration and on the other terms and conditions herein contained.

12. By and under a separate Agreement dated 18<sup>th</sup> September, 1989, (hereinafter referred to as **"the Said Second Agreement"**) made and executed between Arthur Gonsalves on the one hand (therein referred to as the Vendor) and Metro on the other hand (therein referred to as the Purchasers), the Said

Arthur Gonsalves sold and transferred his 1/6<sup>th</sup> share of 50% undivided interest in to upon the Said Property to and in favour of Metro at and for the consideration and on the other terms and conditions herein contained.

13. Pursuant to the death of the Said Manuel (son of Joseph Gonsalves), his 50% undivided right, title and interest in to upon the Said Property devolved upon his heirs. One of his heirs was his daughter Mrs. Gerthude Constance alias Mohinin upon whom 25% of the undivided right, title and interest in to upon the Said Property devolved. The remainder of the 25% of the undivided right, title and interest in to upon the Said Property devolved on the other heirs of the Said Manuel (hereinafter referred to as "**the remaining heirs of the Said Manuel**").
14. By and under an Agreement dated 21<sup>st</sup> July, 1989, (hereinafter referred to as "**the Said Third Agreement**") made and executed between Gerthude Constance alias Mohinin, on the one hand (therein referred to as the Vendor) and Metro on the other hand (therein referred to as the Purchasers), the Said Gerthude Constance sold and transferred her 25% undivided interest in to upon the Said Property to and in favour of Metro herein at and for the consideration and on the other terms and conditions herein contained.
15. The Said First Agreement is registered with the Sub-Registrar of Assurances at Bandra, Borivili No. 6 under number BDR12-C9526-2007 and appropriate stamp duty is paid by Metro on the same.
16. The Said Second Agreement is registered with the Sub-Registrar of Assurances at Bandra, Borivili No. 6 under number BDR12-09528-2007 and appropriate stamp duty is paid by Metro on the same.
17. The Said Third Agreement is registered with the Sub-Registrar of Assurances at Bandra, Borivili No. 6 under number BDR12-09527-2007 and appropriate stamp duty is paid by Metro on the same.
18. Accordingly, Metro became the Owner of 75% undivided right, title and interest in to upon the Said Property.
19. The remainder viz. 25% of the undivided right, title and interest in to upon the Said Property was held by one Sarkar Construction, who had acquired the same from the remaining heirs of the Said Manuel.

*PR*  
*Gupta*

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**Advocate High Court**  
**Bombay.**

20. By and under a Development Agreement dated 27<sup>th</sup> December, 2007 made and executed between Metro and Lotus, the parties thereto have agreed to develop the Said Property through Lotus on the terms and conditions more particularly contained therein. The Said Development Agreement dated 28<sup>th</sup> December, 2007, is duly registered with the Sub-Registrar of Assurances at Bandra under number BDR 10-01370-2008.
21. By and under a Deed of Conveyance dated 28<sup>th</sup> December, 2007, made and executed between Metro on the one hand and Lotus Logistics and Developers Private Limited (hereinafter referred to as "**Lotus**") on the other hand, Metro sold and transferred to and in favour of Metro, 70% of the undivided right, title, interest, share, claim and demand of Metro in to upon the Said Property. The Said Deed of Conveyance dated 28<sup>th</sup> December, 2007, is duly registered with the Sub-Registrar of Assurances at Bandra under number BDR 10 - 01369 - 2008.
22. By and under a Deed of Conveyance dated 31<sup>st</sup> December, 2007, by and between Sarkar Construction on the one hand and Metro on the other hand, Sarkar Construction sold and transferred to and in favour of Metro all their 25% undivided right, title, interest, share, claim and demand of Metro in to upon the Said Property. The Said Deed of Conveyance dated 31<sup>st</sup> December, 2007, is duly registered with the Sub-Registrar of Assurances at Bandra under number BDR 10 - 02405 - 2008.
23. In the circumstances aforesaid, Lotus holds 75% of the undivided right, title and interest in to upon the Said Property and Metro holds the balance 25% of the undivided right, title and interest in to upon the Said Property.
24. Thus in my opinion, it is clear from the aforesaid documents that my clients Lotus Logistics and Developers Private Limited are owners of 70% of the undivided right, title and interest in to upon the Said Property having a clear and marketable title in respect thereof and are also entitled to develop the entire Said Property in terms of the Development Agreement dated 27<sup>th</sup> December, 2007.

*PK Gupta*

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**SCHEDULE OF THE PROPERTY**

all that piece and parcel of land admeasuring approximately 2 Acres and 22 ¼ Gunthas equivalent to 10,395 square meters in the aggregate bearing City Survey no. 3 and Survey No. 40, Hissa No. 3, lying, being and situate at Village Valnai, Taluka Borivili, in the Registration District and Sub-District of Mumbai Suburban.

Dated this 16 February, 2010

*PR  
Gupta*  
16/02/2010

**(Prabhat Gupta)**  
Advocate

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