

SUNIL R. MORE

B.COM., LL.B.

**ADVOCATE, HIGH COURT
Mumbai**

R. Infinity.

COURT :
High Court, Mumbai,
Adv. Assoc. of Western India,
R. No. 36, 1st Floor, Fountain,
Mumbai - 32.
Tel. : 2267 3617 / 3072.

OFFICE :
S.P.C. 12, Gresham Assurance House,
1, Sir P.M. Rd., 3rd Floor,
(above Std. Chartered Bank),
Fort, Mumbai - 1.
Tel. : 2267 7283.

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have investigated the title of the property bearing City Survey no. 544 and 544/1, Nahur Village, Taluka Kurla, Bombay Suburban district (old survey Nos. 91 (Part), 149 (Part), 156 (Part) and have to state as under :

1. At the request of our clients, Messrs Runwal Constructions, I have investigated their title to the property more particularly described in the Schedule hereunder written. I have got searches made in the Sub Registrar of Assurances at Bandra from 1958 to 2005, Sub Registrar of Assurances at Mumbai from 1973 to 2005. I have obtained search notes from Mr. N. V. Vagal dated the 15th day of December 2005. I have perused the photocopies of the documents mentioned hereunder.
2. By a Conveyance dated the 13th day of November 1958 and registered with the Sub Registrar of Assurances at Bandra under serial No. BND/2098/1/13/1958 on the 9th day of December 1958 made between Ramchandra Vishwanath Acharya in his capacity as Karta of joint and Undivided Hindu Family consisting of himself, his elder brother Gajanan Vishwanath Acharya and mother Kamlabai as also in his individual capacity and the said Gajanan Vishwanath Acharya being an adult and the only male member of the said joint and undivided Hindu family (therein and hereinafter called "the Vendors") of the first part; the said Kamlabai widow of Vishwanath Sadashiv Acharya (therein and hereinafter called the "said Kamlabai") of the second part; Rallis India Limited, a company incorporated under the provisions of the Indian Companies Act VII of 1913 (therein and hereinafter called "the Purchaser") of the third part, the Vendors granted, conveyed and

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transferred unto the Purchaser all that piece or parcel of agricultural land admeasuring 6 acres or thereabouts equivalent to 29040 (Twenty nine thousand forty) Sq. Yards or thereabouts and bearing Survey Nos. 91 (part), 149 (part) and 156 (part) and more particularly described in the First Schedule thereunder written which is the same as the Schedule hereunder written at or for the consideration of sum of Rs.1,45,200/- paid to the Vendors and the said Kamlabai confirmed the said property more particularly described in the First Schedule thereunder written and in the Schedule hereunder written to the Purchaser.

3. By a Declaration dated the 13th day of November 1958, the said Gajanan Vishwanath Acharya, the said Kamlabai and one Chintaman Gopal Pitkar, registered with the Sub Registrar of Assurances at Bandra under serial No. BND/2097/58 on the 9th day of December, 1958, the declarants therein solemnly declared the devolvement of the property more particularly described in the Schedule hereunder written stating therein the family tree and stating that the property more particularly described in the Schedule hereunder written and thereunder written belongs to the said Vendors viz., the said Ramchandra Vishwanath Acharya and the said Gajanan Vishwanath Acharya. The declaration further stated that the said Kamlabai had a right of maintenance and she has signed the Conveyance to indicate her concurrence for sale of the property more particularly described in the Schedule hereunder written to Rallis India Limited.
4. By another declaration dated the 8th day of December, 1958 and registered with the Sub Registrar of Assurances at Bandra under serial no. 2101/1/9/1958 on the 9th day of December 1958 the said Ramchandra Vishwanath Acharya also traced the devolvement of the property more particularly described in the Schedule thereunder and hereunder written.
5. By an Indenture of Conveyance dated the 12th day of September 1959 and registered with the Sub Registrar of Assurances at Bandra under serial No.

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BND/1551/1/8/1959 on the 12th day of September, 1959 and made between Rallis India Limited (therein and hereinafter called "the Vendor") of the first part and Rallifan Private Limited (therein and hereinafter called "the Purchaser") of the second part, the Vendor granted, conveyed and transferred unto the Purchaser the property more particularly described in the Schedule thereunder written, which is the same as the property more particularly described in the Schedule hereunder written.

6. By a Conveyance dated the 30th day of August 1991 and lodged for registration with the Sub Registrar of Bombay under serial No. PBBM/1/4460/1991 on the 2nd September, 1991 and made between Rallis India Limited (therein and hereinafter called "the Vendor") of the one part and HMP Engineers Limited (therein and hereinafter called "the Purchaser") of the other part, the Vendor granted, conveyed and transferred unto the Purchaser 16532.06 sq. metres of the land more particularly described in the Schedule hereunder written and agreed to execute and register a Conveyance of the balance of 7873.96 sq. metres of the land comprised in the land more particularly described in the Schedule hereunder written, and granted Power of Attorney for registering the Conveyance.
7. The name of the said HMP Engineers Limited was changed to Blue Moon Engineering Limited on the day of vide Certificate of Change of Name issued by the Registrar of Companies, Kolkata on the 30th day of July 2002.
8. The said Blue Moon Engineering Limited obtained certain loans from Kolkata branch of Indian Bank and defaulted in payment thereof. The said Indian Bank filed an application to Kolkata Debt Recovery Tribunal being application No. TA/07/2004 against Blue Moon Engineering Limited and the same was listed for consent terms, which was filed in Kolkata Debt Recovery Tribunal and an order dated 3rd September 2004 was passed. The said property, more particularly described in the Schedule hereunder written, was sold by the

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Kolkata Debt Recovery Tribunal to Messrs Runwal Constructions and a Certificate of Sale dated the 5th day of November, 2004 is issued by the Registrar in charge, Kolkata Debt Recovery Tribunal, for the entire property, in favour of Messrs Runwal Constructions. The said Certificate of Sale dated the 5th day of November, 2004 is registered with the Sub Registrar of Assurances at Bandra under Serial No. BDR/7/8312/2005 on the 5th day of January 2005.

9. The office of the Additional Collector and CA (U.L.C.), Greater Mumbai, by an order dated 30th December 2004, had issued a Letter of Intent to Messrs Runwal Constructions to develop the property, subject to the terms and conditions therein contained.
10. The name of Messrs Runwal Constructions is muted in the land revenue records for the entire property more particularly described in the Schedule hereunder written.
11. Subject to what is stated hereinabove, the title of the said Messrs Runwal Constructions is clear and marketable to the property more particularly described in the Schedule hereunder written.

THE SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of land measuring 6 (six) acres or thereabouts equivalent to 29,040 (twenty nine thousand and forty) square yards or thereabouts together with building structure standing thereon together with plants and machinery and situate on and to the West of the Bombay - Agra Road and to the East of the New Tansa Pipe Lines in the village of Nahur, Taluka Borivli (in Greater Mumbai), District Mumbai Suburban, Registration Sub-district Bandra and in "I" Ward of the Municipal Corporation of Greater Mumbai comprised city Survey no. 544 and 544/1, Nahur Village, Taluka Kurla, Bombay Suburban district (old survey Nos. 91 (Part), 149 (Part), 156 (Part) and bounded as follows :

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On or towards the North by land forming portions of Survey nos. 156, 91 and 149 and beyond that by the boundary of the village of Mulund.

On or towards the East part by Mumbai-Agra Road leading from Mumbai to Thane and partly by portions of the Survey nos. 149 and 91 conveyed to Ralliwolf Private Limited.

On or towards the South partly by the portion of Survey No. 149 conveyed to Ralliwolf Private Limited and partly by another portion of the Survey No. 91.

On or towards the West by Tansa Pipe Lines and beyond that by another portion of the said Survey No. 91 and 156 acquired by Government of Mulund Refugee Colony.

Dated this 24th day of December 2005, at Mumbai

S.R. More
24/12/05
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ADVOCATE, HIGH COURT
MUMBAI

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