

25-10-2013

SUNIL R. MORE

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Advocate, High Court,
Mumbai.

TITLE CERTIFICATE

Re All that pieces or parcels of land at village- Deonar, Taluka- Kurla in the Registered Sub-District and City of Bombay Suburban admeasuring areas of 1320.00 sq. yrds.i.e 1103.70 square meters i.e 839.40,259.4 and 7.9 sq mtrs or thereabout respectively in the name of Chemical Process Equipment Pvt Ltd, Reservation and D.P Road bearing City Survey No. 272C/1, 272C/2, and 272 C/3

TO WHOMSOEVER IT MAY CONERN

This is to certify that at the request of my clients M/S Runwal Constructions having their office at Runwal & Omkar Esquare , 5th Floor, off Eastern Express Highway opp Sion Chunnabhatti Signal , Sion (East) Mumbai 400 022 , I have investigated the title in respect of the captioned property.

During the Investigation, I have perused the copies of following documents and would like to state as under.

1. I have got searches made in the office of Sub Registrar of Assurances at Mumbai from 1963 to 2008 and at the office of Sub Registrar of Assurances at Thane from 1963 to 2008. I have obtained search notes from Mr. Rajan Gorivale (Search Clerk) dated 29-01-2013 in respect of the said property.
2. As per the search report dated 29-01-2013, there is no lien, charge or encumbrances of whatsoever nature and in whatsoever manner pertaining to and in respect of the said property or any part thereof.
3. I have also perused the copies of Property Register Card dated 23-11-2011 issued by City Survey office wherein name of M/S Chemical Process Equipment Pvt Ltd., is appearing as the Lessee for an


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ADVOCATE

HIGH COURT

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area admeasuring 1103.7 sq mtrs , i.e 839.4 in the name of M/S Chemical Process Equipment Pvt Ltd. 259.4 sq. mtr and 7.9 sq mtrs shown as reservation and D.P Road respectively.

4. The Hindu Undivided Family of late Mr. Madan Karson Kharwa had been absolutely seized and possessed of or otherwise well and sufficiently entitled to the land more particularly described in the Schedule hereunder written hereinafter called "the said land".
5. In the year 1974 , the said Hindu Undivided Family consisted of (1) the said Madan Karson Kharwa, being its Karta and Manager, his four sons namely, Anant Madan Kharwa , Purshottam Madan Kharwa , Vitthal Madan Kharwa and Saroj Madan Kharwa, his daughter Miss Pushpa Madan Kharwa , and his twelve minor grand children namely Haridas Anant Kharwa , Miss Manjula Anant Kharwa Ramesh Keshav Kharwa, Deepak Keshav Kharwa , Miss Chanchala Keshav Kharwa , Miss Madhumati Vitthal Kharwa, Miss Jyoti Vitthal Kharwa , Miss Sharmila Vitthal Kharwa, Master Nilesh Vitthal Kharwa , Miss Damyanti Purshottam Kharwa , Dinesh Purshottam Kharwa , Pratibha Purshottam Kharwa , Miss Hirabai Purshottam Kharwa , and Mahendra Purshottam Kharwa .
6. By Indenture of Lease dated the 12th day of February, 1974 made between the said Madan Karson Kharwa and 19 others , being the Karta and members respectively of the said Hindu Undivided Family, as Lessors of the First Part, Dhiraj Govind Kharwa as Confirming Party of the Second Part, and M/S Chemical Process Equipment Pvt Ltd as the Lessee of the Third Part, and duly registered at the office of Sub Registrar of Assurances at Bombay under serial No. S/531 and S/532 of 1974, the said Hindu Undivided Family of Madan Karson Kharwa consisting of the said Karta and the said nineteen members granted the said land to the said M/S Chemical Process Equipment Pvt.Ltd. on lease on the terms and conditions mentioned therein at or for the monthly rent of Rs 500/- for a term of 98 years commencing from the 12th day of February, 1974. The said lessee was put in vacant physical possession of the said land. The said lessee constructed various structures on the said land , wherein the lessee was carrying on its business.
7. The said Purshottam Madan Kharwa died intestate at Bombay on the 27th day of November 1974 leaving behind Smt Laxmibai Purshottam Kharwa , Mrs Damyanti Jagdish Merchant, Mrs Pratibha Sunil Bhatt, Mrs Hirabai Kisor , Dinesh Purshottam Kharwa and Mahendra Purshottam Kharwa


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being his widow , three daughters and two sons respectively and one Prabhabei Madan Kharwa being his mother, as his only heirs and legal representatives as per Hindu Succession Act, 1956, who therefore became entitled to the undivided share, right, title, interest of the said Purshottam Madan Kharwa in the said land in equal shares.

8. The said Saroj Madan Kharwa being a widow having no children died intestate at Bombay on the 24th day of April 1975 leaving behind his mother Smt. Prabhabei Madan Kharwa as his only heir and legal representative as per Hindu Succession Act, 1956, who therefore became entitled to the undivided share, right, title, interest of the said Saroj Madan Kharwa in the said land in equal shares.
9. Anant Madan Kharwa died intestate at Bombay on 3rd day of August 1978 leaving behind Smt. Dhanubai Anant Kharwa and Nrs Manjula Chadulal Brahamania , being his widow and daughter respectively, and his son Haridas (Nathu) Anant Kharwa as his only heirs and legal representatives as per Hindu Succession Act, 1956, who therefore became entitled to the undivided share , right, title , interest of the said Anant Madan Kharwa in the said land in equal shares.
10. The said Haridas Nathu) Anant Kharwa being a bachelor, died intestate at Bombay leaving behind Smt. Dhanubai Anant Kharwa , being his mother as his only heir and legal representative as per Hindu Succession Act, 1956 who therefore became entitled to the undivided share, right, title interest of the said Haridas (Nathu) in the said land.
11. The said Madan Karson Kharwa died intestate at Bombay on the 21st day of January 1982 leaving behind (a) his widow , Smt Prabhabei Madan Kharwa , (b) Vithal Madan Kharwa , being his son, (c) Mrs Pushpa Prabhudas Solanki, being his daughter, Smt. Dhanubai Anant Kharwa and Mrs. Manjula Chandulal Brahamania , being the widow and daughter respectively of a predeceased son, (e) Ramesh Keshav Kharwa and Deepak Keshav Kharwa and Mrs. Chanchala Shantilal Jethwa, being two sons and a daughter respectively of a pre-deceased son, and (f) Smt. Laxmibai Purshottam Kharwa , Mrs. Damyanti Jagdish Merchant, Mrs. Pratibha Sunil Bhatt, Mrs Hirabai Kishor, Dinesh Purshottam Kharwa and Mahendra Purshottam Kharwa , being the widow, three daughters and two sons respectively , of pre- deceased son, as his only heirs and legal representatives as per Hindu


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Succession Act, 1956, which six sets of heirs each became entitled to the undivided share right title, interest of the said Madan Karsan Kharwa in the said land in equal share.

12. The said Ramesh Keshav Kharwa died intestate at Bombay on the 21st day September 1989, leaving behind Miss Minal Ramesh Kharwa and Master Satyen Ramesh Kharwa, being his minor daughter and son respectively, and his widow Smt. Nirmala Ramesh Kharwa, as his only heirs and legal representatives as per Hindu Succession Act, 1956, who therefore became entitled to the undivided share, right title interest of the said Ramesh Keshav Kharwa in the said land in equal shares.
13. The said Smt. Nirmala Ramesh Kharwa died intestate at Bombay on the 27th day of September 1990, leaving behind Miss Minal Ramesh Kharwa and Master Satyen Ramesh Kharwa, being her minor daughter and son respectively, as her only heirs and legal representatives as per Hindu Succession Act, 1956, who therefore became entitled to the undivided share right, title, interest of the said Smt. Nirmala Ramesh Kharwa in the said land in equal shares.
14. The said Smt. Prabhbai Madan Kharwa died intestate at Bombay on the 15th day of May 1992, leaving behind the (a) Vithal Madan Kharwa, being her son, (b) Mrs Pushpa Prabhudas Solanki, being her daughter. (c) Smt. Dhanubai Anant Kharwa and Mrs. Manjulal Chandulal Brahamania, being the widow and daughter respectively of the predeceased son, (d) Miss Minal Ramesh Kharwa and Master Satyen Ramesh Kharwa being the daughter and son respectively of a pre deceased son, and Deepak Kharwa and Mrs Chanchala Shantilal Jethawa being the son and daughter respectively of a predeceased son. and (e) Smt. Laxmibai Purhottam Kharwa, Mrs. Damyanti Jagdish Merchant, Mrs. Pratibha Sunil Bhatt, Mrs. Hirabai Kishor, Dinesh Purshottam Kharwa and Mahendra Purshottam Kharwa being the widow, three daughters and two sons respectively of a pre- deceased son, as her only heirs and legal representatives as per Hindu Succession Act, 1956, which five sets of heirs each became entitled to the undivided share right, title interest of the said Smt. Prabhbai Madan Kharwa in the said land in equal shares.
15. The said Madan Karsan Kharwa H.U.F was partitioned and the five sets of heirs became entitled to 1/5th share in the right of reversion in respect of the said leasehold land as Co- Owners.


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16. By and Under Indenture dated 24th September 1993 executed between Shri Vithal Madan Kharwa & 6 others therein referred to as Vendor and (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit and (3) Vijay Rajpurohit, therein referred to as Purchasers, the Vendors transferred and assigned their 1/5th share in right of reversion in respect of the said leasehold land to the Purchasers for consideration and on terms and conditions agreed therein. The said Conveyance is duly registered at the office of Sub Registrar of Assurances at Bombay under serial No. BBM-1/3564/ 1993.
17. By and Under Indenture dated 24th September 1993 executed between (1) Smt.Dhanubai Anant Kharwa & (2) Smt. Manjula Anant Kharwa therein referred to as Vendor and (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit and (3) Vijay Rajpurohit, therein referred to as Purchasers, the Vendors transferred and assigned their 1/5th share in right of reversion in respect of the said leasehold land to the Purchasers for consideration and on terms and conditions agreed therein. The said Conveyance is duly registered at the office of Sub Registrar of Assurances at Bombay under serial No. BBM-1/3565/ 1993.
18. By and Under Indenture dated 24th September 1993 executed between Mr. Deepak Kehav Kharwa & 3 others therein referred to as Vendor and (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit and (3) Vijay Rajpurohit, therein referred to as Purchasers, the Vendors transferred and assigned their 1/5th share in right of reversion in respect of the said leasehold land to the Purchasers for consideration and on terms and conditions agreed therein. The said Conveyance is duly registered at the office of Sub Registrar of Assurances at Bombay under serial No. BBM-1/3566/ 1993.
19. By and Under Indenture dated 24th September 1993 executed between Smt Pushpa Prabhudas Solanki therein referred to as Vendor and (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit and (3) Vijay Rajpurohit, therein referred to as Purchasers, the Vendors transferred and assigned her 1/5th share in right of reversion in respect of the said leasehold land to the Purchasers for consideration and on terms and conditions agreed therein. The said Conveyance is duly registered at the office of Sub Registrar of Assurances at Bombay under serial No. BBM-1/3567/ 1993.
20. By and Under Indenture dated 27th February 1998 executed between Mrs. Laxmibai Purshottam Kharwa & 5 others therein referred to as Vendor and (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit


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and (3) Vijay Rajpurohit, therein referred to as Purchasers, the Vendors transferred and assigned their 1/5th share in right of reversion in respect of the said leasehold land to the Purchasers for consideration and on terms and conditions agreed therein. The said Conveyance is duly registered at the office of Sub Registrar of Assurances at Bombay under serial No. BDR-3/675/ 1998.

21. By and under Deed of Surrender dated 6th November 2003 executed between Chemical Process Equipments Private Limited therein referred to as "the Lessee" and (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit and (3) Vijay Rajpurohit, therein referred to as "the Lessors", the Lessee without any consideration assigned, surrendered and quitclaim to the said property demised by Deed of Lease dated 12th February 1974 in favour of the Lessor. The said Deed of Surrender is duly registered with Sub Registrar of Assurance under serial no. BDR3-08382-2003 on 7th November 2003.
22. By und under Development Agreement dated 7th November 2003, executed between (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit and (3) Vijay Rajpurohit, therein referred to as "the Owners" and M/s Runwal Constructions as "the Developers", the Owners granted to the Developers, the rights to develop the said property for consideration and on the terms and conditions mentioned therein. The said Development Agreement dated 7th November 2003 is duly registered at the office of Sub Registrar of Assurances at Bombay under serial No.BDR-08383-2003 on 7th November 2003.
23. The said Owners have executed irrevocable Power of attorney in favour Runwal Constructions through its Partners namely (1) Mr. Subhash S. Runwal (2) Mr. Sandeep S. Runwal and (3) Mr. Subodh S. Runwal as their Constituted Attorney for developing / redeveloping the said property. The said General Power of Attorney dated 7th November 2003 has been duly registered with the office of Sub- Registrar at Sub Registrar of Assurances at Bombay under serial No.BDR-08384-2003 on 7th November 2003.
24. By virtue of the aforesaid registered Development Agreement dated 7th November 2003 and registered Irrevocable General Power of Attorney dated 7th November 2003 granted/ executed by (1) Jagdish Rajpurohit, (2) Ashwin Rajpurohit and (3) Vijay Rajpurohit as the **Owner** in favour of Runwal Constructions as the "**DEVELOPER**" thereby the said RUNWAL CONSTRUCTIONS is


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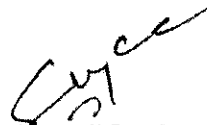
fully and absolutely authorized, permitted and empowered to develop/ redevelop and also to deal with the said property or any part thereof in any manner as Runwal Constructions deem fit and proper at its own discretions.

25. On perusal of the above document in my opinion the title of the said property is free from the entire lien, charges, encumbrances and thereby having clear marketable title in respect of the said property which is more particularly described in the schedule hereunder written.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

All that pieces or parcels of land at village Deonar, Taluka Kurla in the Registered Sub-District and City of Bombay Suburban admeasuring areas of 1320.00 sq yds i.e 1103.70sq mtrs i.e 839.4 , 259.4 and 7.9 square meters or thereabout in the name of M/s Chemical Process Equipment Pvt Ltd , Reservation and Road respectively bearing City Survey No. 272 C/1, 272C/2 and 272 C/3 of Village Deonar.

Dated this 22nd October, 2013 at Mumbai.


Mr. Sunil R. More
Advocate High Court
Bombay

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ADVOCATE HIGH COURT
BOMBAY
CHANDRA, MAROLLI (W), MUMBAI-67

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TITLE CLEARANCE CERTIFICATE

I have investigated the title of the project known as "Runwal Serene" on the land bearing City Survey Nos. 272/C/1, 272/C/2 and 272/C/3 Situated at Village- Deonar, Taluka - Kurla in all admeasuring about 1320.00 Sq. mtrs., equivalent to 1103.70 Sq. mtrs as per Property Registered Cards, situate, laying within the Registration District and Sub- District at Mumbai City and Mumbai Suburban.

I refer to the earlier Title Certificate issued by me dated 22nd October 2013, in respect of the aforesaid property and in continuation of the same, it is certified that the above-said Property, is clear, marketable and free from all encumbrances.

Mumbai,
Dated:20/06/2017


Mr. Sunil R. More
(Advocate)

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