

DMS/SSB/ TC /

/2012

TO WHOMSOEVER IT MAY CONCERN

Re.: All those pieces or parcels of non-agricultural land bearing Survey No.21, Hissa No.1, admeasuring 11090 sq.mtrs. and a part/portion of Survey No.24, Hissa No.1, admeasuring 8345 sq.mtrs. situate, lying and being at village Ghodbunder Taluka and District Thane within the limits of Mira Bhayander Municipal Corporation and within the Registration District and Sub-District of Thane **(the said Plots)**.

- A. We have investigated the Title of Ravi Kumar alias Ravi Kapoor alias Jeetendra Amarnath Kapoor (**said Jeetendra**) being the sole proprietor of M/s. J.K. Developers (**the said Owners**) to the said Plots by causing to take searches in the Office of Sub-Registrar of Assurances at Thane for 44 years i.e. from 1968 to 2012 and also by causing to publish public notices in three news papers namely; (i) Times of India [Classified] (English), (ii) Navakal (Marathi) and (iii) Mumbai Samachar in their respective issues all dated 22nd May, 2012.
- B. We have also perused the photocopies of the following documents in respect of the said Plots.
- (i) Agreement for Sale dated 19th June, 2008 executed by and between Sadanand P. Hajare (therein referred to as Vendor) and SPH Agro Farms and Estate Private Limited (therein referred to as First Confirming Party) and Rigveda Properties Private Limited (therein referred to as Second Confirming Party) and M/s Balaji Telefilms Limited (therein referred to as Purchasers) and duly registered with the Office of Sub-Registrar of Assurances at Thane under serial No.TNN5/5052/2008.
- (ii) Indenture of Conveyance dated 11th June, 2009 executed by and between Sadanand P. Hajare (therein referred to as Vendor), SPH Agro Farms and Estate Private Ltd., (therein referred to as First Confirming Party) and Rigveda Properties Private Limited (therein referred to as the Second Confirming Party) and M/s Balaji Telefilms

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- Limited (therein referred to as Purchaser) and duly registered with the Office of Sub-Registrar of Assurances at Thane under No.TNN-4/4482/2009.
- (iii) Consent Decree dated 2nd December, 2011 passed by the Joint Civil Judge (Senior Division), Thane in Special Civil Suit No. 681 of 2008 filed by M/s. RNA Corporation Pvt. Ltd. (formerly known as RNA Builders A.A.).
- (iv) Deed of Conveyance dated 15th December, 2011 (**said Conveyance**) executed by and between M/s. Balaji Telefilms Ltd. (therein referred to as Vendor) and (1) Ravi Kumar alias Ravi Kapoor alias Jeetendra Amarnath Kapoor (**said Jeetendra**) and (2) Shobha Ravi Kumar Kapoor (therein referred to as Purchasers) and duly registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.TNN-4/9557 of 2011.

Upon perusal of the above referred title documents and Search Notes submitted to us by Search Clerk, (which is subject to the torn pages of Index II and unavailable records, for the years set out therein) we have to state as follows:

1. By an Agreement for Sale dated 19th June, 2008 executed by and between Sadanand P. Hazare (therein referred to as Vendor) SPH Agro Farms and Estate Private Limited (therein referred to as First Confirming Party) and Rigveda Properties Private Limited (therein referred to as Second Confirming Party) and M/s Balaji Telefilms Limited: (therein referred to as Purchasers) and duly registered with the Office of Sub-Registrar of Assurances at Thane under Serial No.TNN5/5052/2008, the Vendor therein with the consent and confirmation of the SPH Agro Farms and Estate Private Limited and Rigveda Properties Private Limited agreed to sell, transfer and convey unto and in favour of the M/s Balaji Telefilms Limited his right, title and interest in all that piece or parcel of land bearing Survey No.21, Hissa No.1, admeasuring Hectore Are 1-10-09 equivalent to 11090 sq.mtrs., Survey No.24, Hissa No.1 admeasuring H.R.A 1-38-09 equivalent to 13890 sq.mtrs or thereabouts of village Ghodbunder Taluka and District Thane within the limits of Mira

exclusive Ownership Possession and benefit of Defendant No.11 and balance Portion shall be for exclusive Ownership Possession and benefit of Defendant No.13 (said Balaji) as per Deed of Conveyance dated 11th June, 2009. The Defendant Nos.1 to 10 being the Original Owners confirmed having received consideration from Plaintiff as well as Defendant Nos.11 and 13 and thus consented for the compromise;

- (ii) That portion out of the Suit Property bearing S. No.24, H. No.1 admeasuring 13890 Sq. Mtrs. and Survey No.21, Hissa No.1 admeasuring 11090 sq. mtrs. lying, being and situate at Village Ghodbunder Registration Sub-District and District of Thane and now within territorial limits of Mira-Bhayander Municipal Corporation and more particularly shown by blue colour wash in the sketch annexed thereto being the Property conveyed to Defendant No.13 (said Balaji) under Deed of Conveyance dated 11th June 2009 and forming part of the Consent Term vest absolutely and is declared to be in the exclusive ownership possession and enjoyment of the Defendant No.13 (said Balaji);
- (iii) The said RNA unconditionally, irrevocably and forever release, relinquish and exonerate their right, title and interest in the said Plots conveyed in favour of the said Balaji and further confirming that the said Balaji is in possession, occupation and enjoyment as Owner of the said Plots [therein referred to as said Property of the Defendant No.13 (said Balaji)] and shall continue to be in possession, occupation and enjoyment of the said Plots as true and full owner thereof and that the said Balaji is and shall be entitled to do and carry out all the necessary acts, deeds, matters and things including the development and/or sale thereof in the manner the said Balaji may deem appropriate. The Plaintiff has no right, title or interest in the said Plots of the said Balaji;
- (iv) The right, title and interest of the Plaintiff (said RNA) on the property of Defendant Nos.11 and 13 (said Balaji) as mentioned in the Deed of Conveyance dated 18th November 2006 are

Bhyanader Municipal Corporation and within the Registration District and Sub-District of Thane [hereinafter referred to as "the said Plots"] for the consideration and on the terms and conditions setout therein.

2. One RNA Corporation Limited (said RNA) filed a Special Civil Suit bearing Suit No. 681 of 2008 (said Suit) in the court of the Joint Civil Judge (Senior Division) Thane, at Thane against Gopinath Bhoir & 12 Ors claiming ownership in respect of the various properties owned by Gopinath Bhoir & Ors (the Original Owners) on the basis of various documents claimed to be executed by Original Owners. M/s. Balaji Telefilms Ltd. was imp leaded as party Defendant No.13 to the said Suit in view of execution of Agreement for Sale dated 19th June 2008 in their favour.
3. By an Indenture of Conveyance dated 11th June,2009 executed by and between Sadanand P. Hazare (therein referred to as Vendor), the said SPH Agro Farms and Estate Private Limited (therein referred to as First Confirming Party) and Rigveda Properties Private Limited (therein referred to as Second Confirming Party) and M/s Balaji Telefilms Limited (therein referred to as Purchaser) and duly registered with the Office of Sub-Registrar of Assurances at Thane under serial No.TNN-4482 of 2009, the Vendor therein with the consent and confirmation of the said SPH Agro Farms and Estate Private Limited and Rigveda Properties Private Limited sold, conveyed, released, granted and assured unto and in favour of M/s Balaji Telefilms Limited the said Plots for the consideration and in the manner setout therein.
4. Disputes and Differences arose amongst the parties to the said Suit and the said Suit were amicably settled and the Consent Terms came to be filed in the said Suit and the said Suit came to be disposed of in terms of Consent Decree dated 2nd December, 2011(the said Consent Decree). Under the said Consent Decree the parties to the said Suit agreed, declared and confirmed as follows:-
 - (i) Some portion of the Suit Property more particularly described in the Plaint, shall be for exclusive Ownership Possession and benefit of Plaintiff (said RNA) and some Portion shall be for

declared and confirmed to have been unconditionally, irrevocably and forever released, relinquished and exonerated in favour of Defendant Nos.11 and 13 (**said Balaji**) and the said Consent Terms shall be treated as Deed of Relinquishment of the right of the Plaintiff in favour of the Defendant No.11 and Defendant No.13 (**said Balaji**);

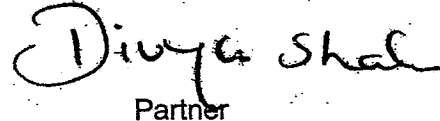
- (v) The Plaintiff (**said RNA**) admitted, confirmed and declared that notwithstanding the execution of two Deeds of Conveyances both dated 18th November 2006 registered with the Sub-Registrar of Assurances on 2nd December, 2006 under Sr. No.9974/2006 and 9975/2006, the Plaintiff (**said RNA**) shall not claim any ownership, possession or other right, title and interest in respect of the Property of Defendant No.13 (**said Balaji**) being the Property referred hereinabove and that the Deed of Conveyance dated 11th June 2009 is valid subsisting and enforceable;
- (vi) The Defendant No.11 agreed and declared that notwithstanding execution of the Deed of Conveyance dated 13th May 2008 registered with the Sub-Registrar of Assurances on the same day under Serial No.4032/2008, the Defendant No.11 shall never claim any ownership, possession and other right, title and interest in respect of the Suit Property of Plaintiff (**said RNA**) and Defendant No.13 (**said Balaji**);
- (vii) The Plaintiff (**said RNA**) Defendant Nos.1 to 10 (Original Owners and Defendant No.11 (Sadanand Pundlik Hazare) declared and confirmed that Deed of Conveyance dated 11th June, 2009 registered with Sub-Registrar of Thane under Serial No.TNN4-0448/2009 and Indenture of Conveyance dated 11/6/2009 registered under Document No.TNN4-04485/2009 are legal valid and subsisting enforceable and binding upon them in respect of the Property of said Balaji being the Property referred hereinabove;

5. Thus, in the premises recited hereinabove M/s Balaji Telefilms Limited became entitled to the said Plots as absolute Owners thereof and the name of the M/s Balaji Telefilms Limited is mutated in the relevant revenue records by Mutation Entry No. 2210 of 2012.
6. By a Deed of Conveyance dated 15th December, 2011 (**said Conveyance**) executed by and the M/s Balaji Telefilms Limited (therein referred to as Vendor) and said Jeetendra and (2) Shobha Ravi Kumar Kapoor (therein referred to as Purchasers) and duly registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.TNN-4/9557 of 2011, the Vendor therein sold, transferred and conveyed unto and in favour of the Purchasers therein its right, title and interest in respect of the said Plots for the consideration and on the terms and conditions set out therein.
7. Under the said Conveyance it is confirmed that entire consideration is paid by the said Jeetendra and the name of Shobha Ravi Kumar Kapoor is incorporated for the sake of convenience only in her capacity as spouse of the said Jeetendra without having any right, title and interest in the said Plots.
8. Under the said Conveyance it is confirmed that the said Jeetendra is the sole proprietor of M/s. J.K. Developers and the said Plots shall be treated as stock-in-trade of M/s. J. K. Developers.
9. We confirm that we have not received any objections/claims in response to the Public Notices caused to be published by us. While perusing the search note (which is subject to the torn pages of Index of Index II and unavailable records) we have not come across any charge, clog on title registered in respect of the said Plots with the Office of Sub-Registrar of Assurances at Thane.
10. The revenue records in respect of the said Plots still stand in the name of M/s Balaji Telefilms Limited.
11. The said Jitendra has represented that since acquisition of the said Plots he has not created any charge and/or otherwise encumbered the said Plots in any manner whatsoever.

12. On the basis of and subject to what is stated hereinabove and after following requisite procedure of investigation of title with due diligence of the said Owners and subject to the said Owners registering the said consent Decree dated 2nd December, 2011 and pursuant to the registered Deed of Conveyance dated 15th December, 2011, and on the basis of the Declaration – Cum- Indemnity executed by Shobha Ravi Kumar Kapoor we hereby certify that the title of Ravi Kumar alias Ravi Kapoor alias Jeetendra Amarnath Kapoor as sole proprietor of M/s. J.K. Developers in respect of the said Plot is clear, marketable and free from encumbrances of any nature whatsoever.

Dated this 26th day of July, 2012.

For Divya Shah Associates


Partner