

Our Ref. No. :

VV-90

24th March, 2014

Mr. Somraj Trilokchand Dua
Datta Mandir Road,
Off Village Road,
Bhandup (West),
Mumbai 400 078.

Dear Sir,

Re: Investigation of title in respect of all that piece and parcel of land bearing Old Survey No.55 and 56, New Survey No.209 (part), Old C.T.S. No. 303 (part) and New C.T.S. Nos. 303/A/3/B, 303/A/3/B/46, 303/A/3/B/47, 303/A/3/B/48, 303/A/3/B/49 & 303/A/3/B/50 admeasuring 4,363.4 square meters as per physical admeasurement and the property register cards, situate lying and being at Bhandup, in Taluka Kurla in Greater Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban.

As instructed by you, I have investigated the title in respect of all that piece and parcel of land bearing Old Survey No.55 and 56, New Survey No.209 (part), Old C.T.S. No. 303 (part) and New C.T.S. Nos. 303/A/3/B, 303/A/3/B/46, 303/A/3/B/47, 303/A/3/B/48, 303/A/3/B/49 and 303/A/3/B/50 admeasuring 4,363.4 square meters as per physical admeasurement and the property register cards, situate lying and being at Bhandup, in Taluka Kurla in Greater Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban (hereinafter referred to as the "**said Property**") through Mr. Ashish Javeri, Title Investigator and have taken search with the concerned Sub-Registrar of Assurances for a period of 55 years. Based on the searches, I have not come across any encumbrances, lien, charges, mortgage, etc. in respect of the said Property. The said search report dated 13th March, 2014 issued by Mr. Ashish Javeri, Title Investigator has been separately provided to you.

As per your instructions I have issued public notices in Free Press Journal (English) (Mumbai) and Navshakti (Marathi) (Mumbai), both issues dated 21st February, 2014 inviting objections / claims from the public, in respect of the said Property, and have not received any claims / objections in respect thereof. The said public notices have been separately provided to you.

I have perused only the title documents (as are specified in Annexure hereunder) and have not relied upon any title certificate. I have relied upon the photocopies of the documents where the original title documents were not available. I have been informed by Mr. Rajan Dua (representative of Mr. Somraj Trilokchand Dua) that all documents given to me as photocopies conform to the original and the same are authentic and complete and all signatures on the same are genuine.

I have been informed by Mr. Rajan Dua (representative of Mr. Somraj Trilokchand Dua) that all the amounts payable in respect of the said Property have been paid to the State and Central Government, local and statutory authorities, municipalities and any other authorities and there are no outstanding payments in respect thereof.

I have not carried out any physical inspection of the said Property and have relied upon the representations provided by Mr. Rajan Dua and Mr. Devang Sharma (representatives of Mr. Somraj Trilokchand Dua) and the Affidavit dated 20th March, 2014 executed by Mr. Somraj Trilokchand Dua.

I have not carried out any searches / investigations in respect of any pending litigations, if any, with respect to the said Property before any court of law or before any other authority (judicial or otherwise).

Based on the above, I opine as under:

Flow of Title

1. (i) Mahadev Damodar Keny; (ii) Vinayak Damodar Keny; (iii) Hari Damodar Keny; (iv) Ramchandra Mahadeo Keny, (v) Kamlakar Mahadeo Keny, (vi) Keshrinath Mahadeo Keny, (vii) Yashwant Hari Keny, (viii) Vasant Hari Keny, and (ix) Keshav Hari Keny (hereinafter collectively referred to as the "**Original Owners**") were the owners of and well and sufficiently entitled to all that piece and parcel of land bearing New Survey No.209 and Old Survey Nos. 55 and 56 (pt.) situate lying and being at Bhandup, Takuka Kurla and Registration District and Sub-District of Bombay City and Suburbs (hereinafter referred to as the "**Original Owners Property**").
2. By and under an Indenture of Lease dated 23rd June, 1962 (hereinafter referred to as the "**1962 Indenture**") registered with the Sub-Registrar of Assurances at Bandra under serial No.BND/1595/1962 of Book No.1 on 23rd June, 1962, the Original Owners demised unto one Messrs K. Mahadev and Company Private Limited (hereinafter referred to as "**said Company**") a portion of the Original Owners Property admeasuring 53,767 square yards (hereinafter referred to as the "**Larger Property**"), for a period of 99 years commencing from 1st January, 1963, for the consideration and upon the terms and conditions mentioned therein.
3. Under the 1962 Indenture, the said Company was given an option to purchase the Larger Property on the terms and conditions mentioned therein. Further the 1962 Indenture also granted a liberty to said Company to assign, let, sub-let or under-let or part with the possession of the Larger Property or any part thereof.

Per

4. Mr. Mahadev Damodar Keny, being one of the Original Owners died intestate on or about 28th December, 1962 leaving behind him the following persons as his only heirs and legal representatives (hereinafter collectively referred to as "**heirs of Mahadeo**") viz.:

- (i) Shri Ramchandra Mahadeo Keny;
- (ii) Mrs. Dwarkabai Ramchandra Keny;
- (iii) Shri Madhukar Ramchandra Keny;
- (iv) Kirtida Madhukar Keny (minor);
- (v) Deveshri M. Keny;
- (vi) Mrs. Pushpabai Dhanaji Keny;
- (vii) Mrs. Hemlata Mohan Koli;
- (viii) Mrs. Nandalata Sitaram Dhomse;
- (ix) Mrs. Chandralata Jayram Keny;
- (x) Ms. Bhavna Ramchandra Keny;
- (xi) Smt. Leelabai Jaywant Keny;
- (xii) Mrs. Rajani Damodar Naik;
- (xiii) Mohan Jaywant Keny;
- (xiv) Mamta Mohan Keny;
- (xv) Rishikesh Mohan Keny;
- (xvi) Ashok Jaywant Keny;
- (xvii) Ravindra Jaywant Keny;
- (xviii) Padma Prabhakar Keny;
- (xix) Nalini Jaywant Keny;
- (xx) Keshrinath Mahadeo Keny;
- (xxi) Kusum Keshrinath Keny;
- (xxii) Bharti Bhaskar Keny;
- (xxiii) Anand Keshrinath Keny;
- (xxiv) Devendra Keshrinath Keny;
- (xxv) Latika Keshrinath Keny;
- (xxvi) Kailash Keshrinath Keny;
- (xxvii) Vaishali Keshrinath Keny;
- (xxviii) Vandana Keshrinath Keny;
- (xxix) Kamlakar Mahadeo Keny;
- (xxx) Aruna Kamlakar Keny;
- (xxxi) Jeetendra Kamlakar Keny;
- (xxxii) Manisha Kamlakar Keny;
- (xxxiii) Narendra Kamlakar Keny;

- (xxxiv) Gajanan Kamlakar Keny;
- (xxxv) Tushar Kamlakar Keny;
- (xxxvi) Sashikant Kamlakar Keny;
- (xxxvii) Yamunabai Harishchandra Keny;
- (xxxviii) Manjulabai Yeshwant Keny; and
- (xxxix) Shantabai Balkrishna Patil

according to the Law of Succession applicable to the deceased.

5. In pursuance of the options granted in the 1962 Indenture, the said Company by an Indenture dated 15th May, 1963 (hereinafter referred to as the "**1963 Indenture**") granted lease of a portion of land from and out of the Larger Property being all that piece and parcel of land bearing New Survey No.209/1 (part), C.T.S. No. 303 admeasuring 5,600 square yards (hereinafter referred to as the "**Said Property**") to Messrs Moj Type Foundry (hereinafter referred to as "**Moj**"), for a term of 95 years (being only a part of the residue unexpired term of 99 years) commencing from 1st May, 1963 for the consideration and upon the terms and conditions mentioned therein. The said 1963 Indenture is registered with the office of the Sub-Registrar at serial No.BND-1394-1963. The said Property is more particularly described in the **Schedule** mentioned hereunder.
6. The 1963 Indenture *inter alia* also contained a provision that irrespective of whether the said Company exercises its option to purchase the Larger Property from the Owners, Moj shall have an option to purchase the Said Property only after the expiry of the first nine years of this sub-lease. The 1963 Indenture further mentions that in the event, Moj exercises its option to purchase the Said Property, Moj shall communicate its decisions in writing on the expiry of the first nine years, in which event the said Company shall be bound on or before the expiry of the first ten years of their lease 1962 Indenture to convey unto Moj the Said Property directly from the Owners with the said Company joining the transaction as a confirming party. Under the 1963 Indenture the parties also agreed that Moj shall be entitled to use the Said Property for the purpose of constructing thereon any building or structure for industrial use, including workshop or factory. The parties under the 1963 Indenture also contemplated that Moj, from and out of the Said Property shall not undertake any construction on a portion equivalent to 10% (exclusive of open spaces) of the total area of the Said Property and the same shall be reserved for recreational purposes. However, I have been informed by Mr. Rajan Dua and Mr. Devang Sharma, (being representatives of Mr. Somraj Trilokchand Dua) that no area was reserved by Moj, as contemplated above.
7. Mr. Hari Damodar Keny, being one of the Original Owners, died intestate on or about 6th February, 1978 leaving behind him the following persons as his only heirs and legal representatives (hereinafter collectively referred to as "**heirs of Hari**") viz.:

- (i) Yashwant Hari Keny;
- (ii) Jaywant Yashwant Keny;
- (iii) Devadas Yashwant Keny;
- (iv) Rajendra Yashwant Keny;
- (v) Pratibha Vasudeo Bhoir;
- (vi) Anuradha Yashwant Keny;
- (vii) Arvind Yashwant Keny;
- (viii) Vasant Hari Keny;
- (ix) Hirabai Vasant Keny;
- (x) Minu Vasant Keny;
- (xi) Kalpesh Vasant Keny;
- (xii) Jayashri Vasant Keny;
- (xiii) Keshav Hari Keny;
- (xiv) Karuna Keshav Keny;
- (xv) Ramesh Keshav Keny;
- (xvi) Ganesh Keshav Keny;
- (xvii) Kavita Keshav Keny;
- (xviii) Janabai Ramchandra Keny;
- (xix) Narmada Gajanan Patil; and
- (xx) Narsabai Jaywant Madvi

according to the Law of Succession applicable to the deceased.

8. Mr. Vinayak Damodar Keny died intestate on or about 4th February, 1980 leaving behind him the following persons as his only heirs and legal representatives (hereinafter collectively referred to as "**heirs of Vinayak**") viz.:

- (i) Smt. Sitabai Jagannath Patil; and
- (ii) Smt. Mathurabai R. Keny

according to the Law of Succession applicable to the deceased.

9. Based on the aforesaid, the heirs of Mahadev, heirs of Hari and heirs of Vinayak (hereinafter collectively referred to as the "**Owners**") became entitled to and were the owners of and absolutely seized and possessed of and entitled to the Larger Property (including the said Property).

10. Pursuant to the aforesaid Moj by and under an Agreement dated 18th December, 1980 (hereinafter referred to as the "**1980 Agreement**") agreed to sell all the rights which Moj had acquired in respect of the said Property to one Mr. Somraj Trilokchand Dua (hereinafter referred to as "**Somraj**") for the consideration and upon the terms and conditions mentioned therein. The 1980 Agreement mentions that from and out of the

said Property a portion admeasuring about 1600 square yards on the southern side is encroached by hutments.

11. Simultaneously with the execution of 1980 Agreement, Moj also executed a Power of Attorney dated 18th December, 1980, in favour of Somraj *inter alia* granting him powers to develop the said Property and also more particularly to deal with the Urban Land Ceiling Authorities and State Government, Collector of Bombay and Bombay Suburban District and other authorities for the purposes of obtaining industrial license, power supply, water supply etc.
12. Shri Ramchandra Mahadeo Keni; Mrs. Dwarkabai Ramchandra Keny; Mrs. Pushpabai Dhanaji Keny; Mrs. Hemlata Mohan Koli; Mrs. Nandalata Sitaram Dhomse; Smt. Leelabai Jaywant Keny; Mrs. Rajani Damodar Naik (name written as Rajani Naik Keny); Mohan Jaywant Keny; Padma Prabhakar Keny; Keshrinath Mahadeo Keny; Kusum Keshrinath Keny; Kamlakar Mahadeo Keny; Aruna Kamlakar Keny; Manjulabai Yeshwant Keny (name written as Majabai Yeshwant Keny); Bakulabai Govind Bhoir; Shantabai Balkrishna Patil; Yamunabai Harishchandra Bhoir (name written as Yamunabai Harischandra Bhoir); Smt. Mathurabai R. Keny; Smt. Sitabai Jagannath Patil; Yashwant Hari Keny; Jaywant Yashwant Keny (written as Jaywanti Yeshwant Keni); Vasant Hari Keny; Hirabai Vasant Keny; Keshav Hari Keny; Karuna Keshav Keny; Janabai Ramchandra Keny; Narmada Gajanan Patil; Narsabai Jaywant Madvi; and Anandibai Harichandra Keni executed a Power of Attorney dated 6th December, 1984 in favour of Shri Madhukar Ramchandra Keny *inter alia* granting him the power of sale of the said Property along with other lands as mentioned therein. From a perusal of the Power of Attorney dated 6th December, 1984 it appears that Mrs. Bakula Govind Bhoir and Anandibai Harichandra Keni have also executed the same. The said Power of Attorney dated 6th December, 1984 pertains to various other lands including the said Property. Since it has been 29 years since the execution of the said Power of Attorney dated 6th December, 1984 and Mrs. Bakula Govind Bhoir and Anandibai Harichandra Keni have also not executed the Indenture dated 28th April, 1988 (mentioned hereinbelow) it is presumed that Mrs. Bakula Govind Bhoir and Anandibai Harichandra Keni do not have any right, title and interest in the said Property.
13. Mrs. Chandralata Jayram Keny; Ms. Bhavna Ramchandra Keny; Kirtida Madhukar Keny and Deveshri M. Keny (both being minors and represented by Madhavi Ramchandra Keny); Ashok Jaywant Keny; Ravindra Jaywant Keny; Nalini Jaywant Keny; Mamta Mohan Keny and Rishikesh Mohan Keny (both being minors and represented by Shri Mohan Keny); Bharti Bhaskar Keny; Anand Keshrinath Keny; Devendra Keshrinath Keny; Latika Keshrinath Keny; Kailash Keshrinath Keny; Vandana Keshrinath Keny; Vaishali Keshrinath Keny (being minor and represented by Shri Kesharnath Mahadev Keny); Jeetendra

Ref.

Kamlakar Keny; Manisha Kamlakar Keny; Narendra Kamlakar Keny; Gajanan Kamlakar Keny; Tushar Kamlakar Keny; Sashikant Kamlakar Keny (written as Shashi Kamlakar Keny) (being minor and represented by Shri Kamlakar Mahadeo Keny); Devadas Yashwant Keny; Pratibha Vasudeo Bhoir; Rajendra Yashwant Keny; Anuradha Yashwant Keny; Arvind Yashwant Keny; Minu Vasant Keny; Kalpesh Vasant Keny; Jayashri Vasant Keny; Ramesh Keshav Keny; Ganesh Keshav Keny; Kavita Keshav Keny executed a Power of Attorney dated 6th April, 1988 in favour of Shri Madhukar Ramchandra Keny *inter alia* granting him the power of sale of the said Property along with other lands as mentioned therein.

14. It appears that when Moj entered into the 1980 Agreement with Somraj, Moj had not obtained any permission from the Owners and / or the said Company, therefore by and under an Indenture dated 28th April, 1988 registered with the Sub-Registrar of Assurances at serial No.P1577/88 at pages 169 to 183 of Additonal Book No.1 2319, the Owners (being represented by Shri Madhukar Ramchandra Keny) sold and conveyed the said Property along with the structure standing thereon unto Somraj; and the said Company and Moj released and relinquished all their rights in the said Property and the said Building in favour of Somraj, for the consideration and upon the terms and conditions therein.
15. I am informed by Mr. Rajan Dua and Mr. Devang Sharma (representatives of Mr. Somraj Trilokchand Dua) that the said Property has been amalgamated, divided, re-surveyed and re-numbered. However, I have not been provided with any documents evidencing the amalgamation, sub-division, re-survey, and re-numbering. Based on the Property Register Cards and the information received from Mr. Rajan Dua and Mr. Devang Sharma, (being representatives of Mr. Somraj Trilokchand Dua) it appears that the said Property has been given new CTS Nos. 303/A/3/B, 303/A/3/B/46, 303/A/3/B/47, 303/A/3/B/48, 303/A/3/B/49 and 303/A/3/B/50. Upon a perusal of the Property Register Cards in respect of the said Property now bearing CTS Nos. 303/A/3/B, 303/A/3/B/46, 303/A/3/B/47, 303/A/3/B/48, 303/A/3/B/49 and 303/A/3/B/50 it appears that the area of the said Property now is 4,363.4 square meters. I have also been informed by Mr. Rajan Dua and Mr. Devang Sharma, (being representatives of Mr. Somraj Trilokchand Dua) that as on date there are no structures on the said Property.
16. By and under a Deed of Mortgage dated 7th June, 2003 registered with the Sub-registrar of Assurances at serial No. KRL/2/5060/2003, Somraj mortgaged the said Property along with the factory / building(s) / construction (s) standing thereon in favour of Union Bank of India, Bhandup (hereinafter referred to as "UBI"), against a loan granted by UBI to R.D. Engineers Private Limited, for the consideration and upon the terms and conditions mentioned therein.

17. Thereafter, the entire loan and other dues payable to UBI had been repaid, therefore, by and under a Deed of Reconveyance dated 1st October, 2013 registered with the Sub-Registrar of Assurances at serial No. KRL/2/9526/2013, UBI released and re-conveyed the said Property along with the factory / building(s) / construction (s) standing thereon in favour of Somraj, upon the terms and conditions mentioned therein.

18. Vide an Affidavit dated 20th March, 2014 Somraj affirmed that the said Property is absolutely clear and that there are no hutments existing on the said Property.

Title:

Subject to what is stated above and based on the representations and information provided by Mr. Rajan Dua and Mr. Devang Sharma (representatives of Mr. Somraj Trilokchand Dua) and based on the documents (as mentioned herein) provided to me, I hereby certify that Somraj's title to the said Property is clear, marketable and free from encumbrances.

SCHEDULE

ALL THAT piece and parcel of land bearing Old Survey No.55 and 56, New Survey No.209 (part), Old C.T.S. No. 303 (part) and New C.T.S. Nos. 303/A/3/B, 303/A/3/B/46, 303/A/3/B/47, 303/A/3/B/48, 303/A/3/B/49 and 303/A/3/B/50 admeasuring 4,363.4 square meters as per physical admeasurement and the property register cards, situate lying and being at Bhandup, in Taluka Kurla in Greater Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban, and bounded as follows:

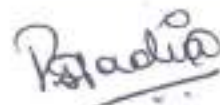
On or towards the North: by Plot No.2, being Sub-division of S. No.209 and beyond that by Gowan;

On or towards the South: by 40' wide access road and beyond that Plot No.4 being Sub-division of S. No.209;

On or towards the East: by 40' wide access road and beyond that Plot No.4 being Sub-division of S. No.209; and

On or towards the West: by the Gowan.

Yours faithfully,



Priyanka Fadia

ANNEXURE

1. Copy of Indenture of Lease dated 23rd June, 1962 registered with the Sub-Registrar of Assurances at Bandra under serial No. BND/1565/1962 of Book No.1 on 23rd June, 1962, executed by (i) Mahadev Damodar Keny; (ii) Vinayak Damodar Keny; (iii) Hari Damodar Keny; (iv) Ramchandra Mahadeo Keny, (v) Kamlakar Mahadeo Keny, (vi) Keshrinath Mahadeo Keny, (vii) Yashwant Hari Keny, (viii) Vasant Hari Keny, and (ix) Keshav Hari Keny and Messrs K. Mahadev and Company Private Limited.
2. Certified copy of Indenture dated 15th May, 1963 registered with the office of the Sub-Registrar at serial No. BND-1394-1963 executed between K. Mahadev & Company Private Limited and Moj Type Foundry.
3. Original Agreement dated 18th December, 1980 executed between Moj Type Foundry and Mr. Somraj Trilokchand Dua.
4. Original Power of Attorney dated 18th December, 1980 executed by Moj Type Foundry in favour of Mr. Somraj Trilokchand Dua.
5. Original Indenture dated 28th April, 1988 registered with the Sub-Registrar of Assurances at serial No. P1577/88 at pages 169 to 183 of Additional Book No.1 2319, executed between the heirs of Mahadev, heirs of Hari and heirs of Vinayak, Moj Type Foundry, K. Mahadeo & Company Private Limited and Mr. Somraj Trilokchand Dua.
6. Copy of Power of Attorney dated 6th December, 1984 executed by Shri Ramchandra Mahadeo Keni; Mrs. Dwarkabai Ramchandra Keny; Mrs. Pushpabai Dhanaji Keny; Mrs. Hemlata Mohan Koli; Mrs. Nandalata Sitaram Dhomse; Smt. Leelabai Jaywant Keny; Mrs. Rajani Damodar Naik (name written as Rajani Naik Keny); Mohan Jaywant Keny; Padma Prabhakar Keny; Keshrinath Mahadeo Keny; Kusum Keshrinath Keny; Kamlakar Mahadeo Keny; Aruna Kamlakar Keny; Manjulabai Yeshwant Keny (name written as Majabai Yeshwant Keny); Bakulabai Govind Bhoir; Shantabai Balkrishna Patil; Yamunabai Harishchandra Bhoir (name written as Yamunabai Harischandra Bhoir); Smt. Mathurabai R. Keny; Smt. Sitabai Jagannath Patil; Yashwant Hari Keny; Jaywant Yashwant Keny (written as Jaywanti Yeshwant Keni); Vasant Hari Keny; Hirabai Vasant Keny; Keshav Hari Keny; Karuna Keshav Keny; Janabai Ramchandra Keny; Narmada Gajanan Patil; Narsabai Jaywant Madvi and Anandibai Harichandra Keni in favour of Shri Madhukar Ramchandra Keny.
7. Copy of Power of Attorney dated 6th April, 1988 executed by Mrs. Chandralata Jayram Keny; Ms. Bhavna Ramchandra Keny; Kirtida Madhukar Keny and Deveshri M. Keny (both being

minors and represented by Madhavi Ramchandra Keny); Ashok Jaywant Keny; Ravindra Jaywant Keny; Nalini Jaywant Keny; Mamta Mohan Keny and Rishikesh Mohan Keny (both being minors and represented by Shri Mohan Keny); Bharti Bhaskar Keny; Anand Keshrinath Keny; Devendra Keshrinath Keny; Latika Keshrinath Keny; Kailash Keshrinath Keny; Vandana Keshrinath Keny; Vaishali Keshrinath Keny (being minor and represented by Shri Kesharnath Mahadev Keny); Jeetendra Kamlakar Keny; Manisha Kamlakar Keny; Narendra Kamlakar Keny; Gajanan Kamlakar Keny; Tushar Kamlakar Keny; Sashikant Kamlakar Keny (written as Shashi Kamlakar Keny) (being minor and represented by Shri Kamlakar Mahadeo Keny); Devadas Yashwant Keny; Pratibha Vasudeo Bhoir; Rajendra Yashwant Keny; Anuradha Yashwant Keny; Arvind Yashwant Keny; Minu Vasant Keny; Kalpesh Vasant Keny; Jayashri Vasant Keny; Ramesh Keshav Keny; Ganesh Keshav Keny; Kavita Keshav Keny in favour of Shri Madhukar Ramchandra Keny.

8. Original Deed of Mortgage dated 7th June, 2003 registered with the Sub-registrar of Assurances at serial No. KRL/2/5060/2003, executed between Union Bank of India (Bhandup branch) and Mr. Somraj Trilokchand Dua.
9. Original Deed of Reconveyance dated 1st October, 2013 registered with the Sub-Registrar of Assurances at serial No. KRL/2/9526/2013, executed between Union Bank of India (Bhandup branch) and Mr. Somraj Trilokchand Dua.
10. Affidavit dated 20th March, 2014 executed by Mr. Somraj Trilokchand Dua.

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