

**AMBIKA GUPTE
ADVOCATE HIGH COURT, BOMBAY**

Office: 271-272, Atrium, Satra Plaza, Sector 19D, Vashi, Navi Mumbai 400705
Tel. No.: 022-27830614

Ref.: AG/02/2020

TITLE CERTIFICATE

Sub:- All those pieces and parcels of all that piece and parcel of non- agricultural land and ground admeasuring in aggregate approximately 7604.27 sq. metres as per previous title deeds and 7587.62 sq. metres as per 7/12 extracts out of a larger piece of land bearing Survey No. 42 Hissa No. 2 (formerly 42 (part)), Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 259 Hissa No. 4 (formerly 259 (part)), all of Village Bhopar, Taluka Kalyan situate at Village Bhopar, Manpada Taluka Kalyan District Thane within the limits of Kalyan Municipal Council and bounded as follows that is to say:

On or towards the North : Road

On or towards the East : Dombivali – Manpada Road

On or towards the South : Rangwallas Property (Horizon Banquet Hall & Sarvodaya Anand Building)

On or towards the West : Dadaji Dhakan's Property (Dhanalaxmi Fabrics)

1. At the request of **MAHAAVIR BUILDCON LLP**, I have caused investigations to be made in the office of the Sub-Registrar of Assurances at Kalyan 1 to 5 from 1991 to 2020 in respect of the captioned lands (hereinafter collectively referred to



as “**the said Property**”). I have also caused a search to be made in the office of the Registrar of Companies, Mumbai. On the basis of search reports submitted to me and search carried out in the Registrar of Companies, Mumbai and upon perusal of the original and/ or copies of original documents provided to me, I have to state as under.

2. I state as follows:-

a) **MAHAAVIR BUILDCON LLP** is a Limited Liability Partnership registered under the LLP Act, 2005 , having its registered office at 66/67, Mahavir Centre, Plot No. 77, Sector 17, Vashi, Navi Mumbai – 400 705 (hereinafter referred to as “**the Developers**”). The present Partners of the Developers as appearing in the books maintained by the Registrar of Companies, Mumbai are 1) Mr. Bhanwarlal Virdhichand Chhajer, 2) Mr. Sanjay B. Dhariwal, 3) Mr. Vijaykumar S. Ranka, 4) Mr. Omprakash Chhajer nominee of Mahaavir Universal Homes Pvt. Ltd. 5) Mr. Mohnish O. Chhajer and 6) Mr. Bhavik A. Chhajer.

b) By a Conveyance dated 14th August 1961 executed by Govind Ramchandra Samant in favour of Hanmantrao Krishnarao Kulkarni registered with the Sub Registrar of Assurances under Serial No. 5666 on 21st November 1962, Govind Ramchandra Samant sold transferred and conveyed to Hanmantrao Krishnarao Kulkarni non-agricultural land admeasuring about 798 sq. yards (equivalent to 667.23 sq. mtrs.) comprising in Survey Nos. 42 (part) situate at Village Bhopar, also known as Manpada Estate, Taluka Kalyan, District Thane (hereinafter referred to as “**the Property No. 1**”) for the consideration and upon terms and conditions contained therein

c) By a Conveyance dated 14th August 1961 executed by Govind Ramchandra Samant as Karta and Manager of the Joint Hindu Family consisting of himself, his brothers and his children and their respective children in favour of Hanmantrao Krishnarao Kulkarni registered with the Sub Registrar of Assurances under Serial No.



5668 on 7th December 1962, Govind Ramchandra Samant as Karta sold transferred and conveyed to Hanmantrao Krishnarao Kulkarni non-agricultural land comprising in Survey Nos. 237 (part) and 259 (part) admeasuring about 7521 sq. yards (equivalent to 6288.514 sq.mtrs.) and 776 sq. yards (equivalent to 648.835 sq. mtrs.) situate at Village Bhopar, also known as Manpada Estate, Taluka Kalyan District Thane (hereinafter referred to as "**the Property No. 2**") for the consideration and upon terms and conditions contained therein

d) By a Deed of Covenant dated 14th August 1961 executed by Govind Ramchandra Samant for himself and as Karta and Manager of the Joint Hindu Family consisting of himself, his brothers and his children and their respective children in favour of Hanmantrao Krishnarao Kulkarni registered with the Sub Registrar of Assurances under Serial No. 5667 on 23rd November 1962, Govind Ramchandra Samant for himself and as Karta covenanted with Hanmantrao Krishnaji Kulkarni to produce title deeds mentioned therein pertaining to the Property No. 1 and the Property No. 2.

e) In the manner hereinabove recited Hanmantrao Krishnarao Kulkarni became entitled to the Property No. 1 and the Property No. 2 admeasuring about 9095 sq. yards (equivalent to 7604.578 sq.mtrs.)

f) By a Conveyance titled "Deed of Sale" dated 4th April 1967 executed by Hanmantrao Krishnarao Kulkarni in favour of M/s Kabbur Dyes Pvt. Ltd. registered with the Sub Registrar of Assurances under Serial No. 1465 on 29th August 1967, Hanmantrao Krishnarao Kulkarni sold transferred and conveyed to M/s Kabbur Dyes Pvt. Ltd. land admeasuring 5000 sq. yards (equivalent to 4180.50 sq.mtrs.) out of 9095 sq. yards comprising in the Property No. 1 and the Property No. 2 (hereinafter collectively referred to as "**the Kabbur Land**") for the consideration and upon terms and conditions contained therein and the balance 4095 sq. yards (equivalent to 3423.77 sq.mtrs.) in the Property No. 1 and the Property No. 2 continued to be retained by the



said Hanmantrao Krishnarao Kulkarni (hereinafter referred to as "**the Kulkarni Land**")

g) M/s Kabbur Dyes Pvt. Ltd. constructed a building on the Kabbur Land purchased by it from Hanmantrao Krishnarao Kulkarni and also installed machineries therein

h) By a registered Indenture of Mortgage dated 27th July 1968, registered Deed of Further Charge dated 31st October 1968 and registered Indenture of Second Further Charge dated 17th May 1969, M/s Kabbur Dyes Pvt. Ltd. availed from The Saraswat Co-operative Bank Ltd. (hereinafter referred to as "**the Bank**") several facilities such as overdraft and cash credit accommodation inter alia on the security of the Kabbur Land.

i) M/s Kabbur Dyes Pvt. Ltd. failed and neglected to pay to the Bank the mortgage debt and the interest accruing due thereunder and accordingly the Bank as the mortgagees became entitled to exercise the power of sale of the Kabbur Land under Section 69 of the Transfer of Property Act, 1882 as also under the registered Indenture of Mortgage dated 27th July 1968.

j) In pursuance of the power of sale aforementioned, the Saraswat Co-operative Bank Ltd. with the consent of M/s Kabbur Dyes Pvt. Ltd. sold, transferred and conveyed the Kabbur Land along with plant and machinery and fixtures lying therein to Anand Synthochem Private Limited by an Indenture dated 7th September 1971 executed between the Saraswat Co-operative Bank Ltd. of the One Part, M/s Kabbur Dyes Pvt. Ltd as the Confirming Party of the Second Part and Anand Synthochem Private Limited as Purchasers of the Third Part, duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. Bom – 4781 of 1971.

k) Hanmantrao Krishnarao Kulkarni had died intestate in Bombay on 14th October 1969 and pursuant thereto his wife Mrs. Akkabai Hanmantrao Kulkarni filed a Petition bearing No. 300 of 1970 in the Hon'ble High Court of Judicature at Bombay for



obtaining a grant of Letters of Administration in respect of the estate of Hanmantrao Krishnarao Kulkarni

l) Pending the grant of Letters of Administration by the Hon'ble High Court of Judicature at Bombay aforementioned, Mrs. Akkabai Hanmantrao Kulkarni by an Indenture dated 17th September 1971 entered between her of the One Part and Anand Synthochem Private Limited of the Other Part, duly registered with the Sub-Registrar of Assurances, Bombay under Serial No.4355 of 1971, sold, transferred and conveyed the Kulkarni Land admeasuring about 4095 square yards (equivalent to 3423.77 sq.mtrs.) to Anand Synthochem Private Limited for the consideration and upon terms and conditions contained therein

m) In the manner hereinabove recited Anand Synthochem Private Limited became entitled to the Kabbur Land and the Kulkarni Land (The Kabbur Land and the Kulkarni Land are hereinafter collectively referred to as "**the said Property**") and more particularly described in the Schedule hereunder written) together with 3 (Three) structure(s) standing thereon (hereinafter referred to as "**the said Structures**")

n) After purchase of the said Property, the said Anand Synthochem Ltd. was running a factory thereon. The manufacturing operation at the said factory was discontinued in the month of November, 1997 and notice thereof was duly sent to all the concerned authorities including the Office of the Labour Commissioner

o) By a Memorandum of Settlement dated 18th April, 1998 executed between Anand Synthochem Ltd. and Anand Synthochem Karmachari Union, all pending issues between the parties regarding the closure of the factory including the dues of all the workers working in the said factory were settled and there is no outstanding claim in respect thereof.

p) By virtue of a Scheme of Amalgamation under Sections 391-394 of the Companies Act, 1956 read with Sections 100-103 and Section 55 of the Companies Act, 2013, Anand Synthochem Ltd. (Wholly Owned Subsidiary of the Vendor herein) and



three other companies sought to be merged into FDC LTD. and sanction thereto was granted by the Hon'ble High Court of Judicature at Bombay in Company Scheme Petition No. 500 of 2015 connected with Company Summons for Direction No. 360 of 2015 by its Order dated 4th September, 2015 and by virtue of the same FDC LTD. became well and sufficiently entitled to the said Property.

q) By a Deed of Conveyance Deed dated 20th November 2019 entered between FDC Ltd. of the One Part and the Developers of the Other Part duly registered with the Sub-Registrar of Assurances Kalyan – 5 under Serial No. KLN5-13903-2019 on 20th November 2019, FDC Ltd. sold, transferred and assigned all its right title and interest in the said Property to the Developers for the consideration and upon terms and conditions contained therein.

r) Upon an application made by the Developers to the Kalyan Dombivali Municipal Corporation (hereinafter referred to as “KDMC”), KDMC has by its Commencement Certificate dated 9th November 2020 addressed to the Developers, permitted the Developers to carry out development in lands bearing Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 42 Hissa No. 2 (formerly 42 (part)) contained in the said Property (hereinafter referred to as “**the Development Property**”), subject to the terms and conditions contained in the aforesaid Commencement Certificate.

s) The Developers have informed me that they intend to carry out development of the Development Property (hereinafter referred to as “**the said Project**”). The Developers have informed me that the Promoters may include making development of Survey No. 259 Hissa No. 4 (formerly 259 (part)) forming part of the said Property as a part of the said Project, provided the same is approved by KDMC and/ or other authorities from time to time.

t) In the manner hereinabove stated and subject to registration of the said Project under the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority, the Developers are entitled to develop the said Property.



3. In the circumstances heretofore mentioned, I hereby certify that subject to what is stated hereinabove, **MAHAAVIR BUILDCON LLP**, is well and sufficiently entitled to the said Property and are entitled to develop the said Property.

Dated this 28th day of November, 2020



Ambika Gupte

Advocate High Court, Bombay

