

In reply quote **SV/3497/2010**

8th April 2010

Runwal Developers Private Limited,
Runwal Chambers,
1st Road, Chembur,
Mumbai - 400 071.

Kind Attn: Mr. Sandeep Runwal/Mr. Amrit Saroj

Dear Sirs,

Re: Report on Title of Runwal Developers Private Limited in respect of the property situate at Village LBS Marg, Mulund (West), Mumbai-400 080.

We refer to the prior correspondence in the matter.

We enclose herewith, our Report on Title dated 8th April 2010 in respect of the abovementioned property, for your records and use.

Please acknowledge receipt.

Yours faithfully,
Kanga & Company,

S.S. Vaidya
Partner

Encl: as above

In reply quote

SV/ 3498/2010

REPORT ON TITLE

Re: All that piece and parcel of land or ground bearing Survey No. 305 corresponding to C.T.S. Nos. 884/8 (part), 884/10 (part) and 885 (part), admeasuring 7,438.10 sq. mtrs. or thereabouts of Village Mulund; both lying being and situated at Mumbai Agra Road, Mulund (West), Mumbai- 400 080 in the Greater Mumbai District and Sub-District Bandra Mumbai Suburban District.

TO WHOMSOEVER IT MAY CONCERN

(i) Part of Survey Nos. 304 and 305

1. Prior to 10th October 1960 (1) Pranjivan Vussonjee, (2) Vrajlal Narsilal Shah, (3) Pranjivan Madhavji and (4) Bhagwandas Ramdas Dossa in their capacity as the trustees of the trust known as the Nathoo Lalji Charity Trust, were seized and possessed of or otherwise well and sufficiently entitled to land bearing Survey Nos. 304(part) and 305(part), admeasuring 13000 sq. yards equivalent to 10,868 sq. mtrs. or thereabouts, lying being and situate at Mumbai Agra Road, Mulund (West), Mumbai- 400 080, in the Greater Mumbai District and Sub-District Bandra Mumbai Suburban District (hereinafter referred to as "**the First Property**") and more particularly described Firstly in the First Schedule hereunder written.
2. By and under a Deed of Conveyance dated 10th October 1960 made between the aforesaid (1) Pranjivan Vussonjee, (2) Vrajlal Narsilal Shah, (3) Pranjivan Madhavji and (4) Bhagwandas Ramdas Dossa, therein referred to as the Vendors of the One Part and Mr. Jagdish Rai Puri, therein referred to as the Purchaser of the Other Part, and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BOM/7986 of 1960 the Vendors therein granted, conveyed and assured unto the Purchaser therein the First Property, at or for the consideration and in the manner therein contained.
3. By and under an Indenture dated 25th January 1964 made between the aforesaid Mr. Jagdish Rai Puri, therein referred to as the Vendor of the One Part and Gabriel India Limited (hereinafter referred to as "**the GIL**"), therein referred to as the Purchasers of the Other Part, and registered with the Sub-Registrar of Assurances under Serial No.BND/764-11 of 1964, the Vendor therein sold, conveyed and assured unto the GIL the First Property, at or for the consideration and in the manner therein contained.

- (ii) *Survey No. 304(part) [corresponding to CTS Nos. 884 (part) and 884/8 (part), 884/9] and Survey No.305 [corresponding to CTS Nos. 884 (part) and 884/8 (part), 884/10, 885(part)]*
4. Prior to 31st May 1973, Victor Gaskets India Limited, was seized and possessed of or otherwise well and sufficiently entitled to (i) land bearing Survey No. 304 (part) corresponding to CTS Nos. 884 (part) and 884/8 (part) and 884/9 admeasuring 3000 sq. yards equivalent to 2508.39 sq. mtrs or thereabouts together with structure(s) standing thereon and (ii) land bearing Survey Nos. 304 (part) and 305 (part) corresponding to CTS Nos. 884 (part) and 884/8 (part) and 884/10 admeasuring 7475 sq. yards equivalent to 6249.84 sq.mtrs or thereabouts both lying being and situate at Mumbai Agra Road, Mulund (West), Mumbai- 400 080, in the Greater Mumbai District and Sub-District Bandra Mumbai Suburban District (hereinafter respectively referred to as "**the Second Property**") and more particularly described Secondly in the **First Schedule** hereunder written.
5. By an Indenture dated 31st May 1973 made between the aforesaid Victor Gaskets India Limited therein referred to as the Vendors of the One Part and Gabriel India Limited therein referred to as the Purchasers of the Other Part (hereinafter referred to as 'GIL') and registered with the Sub-Registrar of Assurance at Mumbai under Serial No. BOM-S/2142 of 1973, the Vendors therein granted, conveyed and assured unto GIL the Second Property, at or for the consideration and in the manner therein contained.
(hereinafter the properties more particularly described in the First Schedule are collectively referred to as the "**Larger Property**")
6. Vide letter dated 4th June 1981 bearing reference No. ULC/G-30-MC-IC-GAD-1094 the State Government of Maharashtra exercising its power under section 20 (i) of the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**") exempted land admeasuring 14,548.63 sq.mtrs out of the total area of 29,773.79 sq.mtrs which includes the Larger Property. In view of Section 3 of the Urban Land (Ceiling and Regulation) Repeal Act, 1999, the repeal of the ULC Act does not affect the validity of the aforementioned Order.
7. In the year 2004 GIL had filed a Writ Petition bearing No. 5416 of 2004 in the Hon'ble Bombay High Court against one Mr. Sitaram Dharama Bond and Others in respect of its claim over a portion of the Larger Property being land admeasuring 7438.10 sq.mtrs or thereabouts bearing Survey No.305(part) corresponding to CTS Nos. 884/8 (part), 884/10, 885(part) lying being and situate at Mumbai Agra Road, Mulund (West), Mumbai- 400 080, in the Greater Mumbai District and Sub-District Bandra Mumbai Suburban District (hereinafter referred to as "**the said Property**") and more particularly described in the Second Schedule hereunder written.

8. The parties to the Writ Petition bearing No. 5416 of 2004 resolved their disputes and filed Consent Terms therein, the Hon'ble Bombay High Court had accordingly passed a Consent Decree dated 6th May 2008, whereby it was recorded that GIL was entitled to the said Property.
9. By and under a Deed of Conveyance dated 13th August 2009 made between GIL, therein referred to as the Vendor of the First Part and Runwal Developers Private Limited (hereinafter referred to as "RDPL"), therein referred to as the Purchaser of the Second Part, and registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-13/6506 of 2009 the Vendor therein conveyed and transferred unto the Purchaser therein the said Property, at or for the consideration and in the manner therein contained.
10. We have through our search clerk, Mr. N.B.Vagal, caused the required searches to be taken in respect of the Larger Property in the office of Sub-Registrar of Assurances at Mumbai and Bandra for the period 1966 to 2006, in the office of Sub-Registrar of Assurances at Chembur for the period 1995 to 2006 and in the office of Sub-Registrar of Assurances at Mulund for the period 2005 to 2006 and have not found any encumbrances and or charges in respect of the Larger Property. At the instance of Runwal Developers Private Limited, search clerk, Mr.Raghunath S. Okate had conducted searches in the office of the Sub-Registrar of Assurances at Mumbai, Bandra and Chembur (Taluka, Kurla) for the period 2007 to 2009 in respect of the Larger Property and a copy of the report has been submitted to us. We have also issued public notices in Free Press Journal and Nav Shakti both dated 9th September 2009 for investigating the title of RDPL with respect to the Larger Property. In pursuance of the above no adverse claims have been received by us in respect of the Larger Property. Further, we have obtained Declaration dated 6th April, 2010 from Mr.Sandeep Subhash Runwal, in his capacity as the Director of Runwal Developers Private Limited in respect of the said Property.
11. On the basis of and subject to the above, in our opinion, the title of RDPL i.e. Runwal Developers Private Limited to the said Property as more particularly described in the Second Schedule hereunder written, is clear, marketable and free from encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Larger Property)

Firstly:

All that the piece and parcel of the land bearing Survey Nos .304 (part) and 305 (part) admeasuring 13,000 sq. yds or thereabouts equivalent to 10,868 sq.mtrs. or

thereabouts, of village Mulund lying being and situated at Mumbai Agra Road (LBS Marg), Mulund (West), Mumbai-400 080 in the Greater Mumbai District and Sub-District Bandra Mumbai Suburban District and bounded as under:-

- On or towards the East : by Survey No.307;
- On or towards the West : by Mumbai Agra Road (LBS Marg);
- On or towards the North : by part of Survey No.304 leased to Anand Automobiles;
- On or towards the South : by Survey Nos.304 and 305.

Secondly:

All that the piece and parcel of the land bearing Survey Nos.304 (part) and 305 (part) now bearing C.T.S. Nos. 884 (part), 884/8 (part), 884/10 and 885 (part) and admeasuring 7475 sq. yds or thereabouts equivalent to 6249.84 sq.mtrs. or thereabouts of village Mulund lying being and situated at Mumbai Agra Road (LBS Marg), Mulund (West), Mumbai-400 080 in the Greater Mumbai District and Sub-District Bandra Mumbai Suburban District and bounded as under:-

- On or towards the East : by Survey No.307;
- On or towards the West : by Survey No. 304;
- On or towards the North : by Survey No. 304;
- On or towards the South : by Survey Nos.304 and 305.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

All that the piece and parcel of the land bearing Survey No. 305 (part) now bearing C.T.S. Nos. 884/8 (part), 884/10(part) and 885 (part) and admeasuring 8896 sq. yds or thereabouts equivalent to 7438.10 sq.mtrs. or thereabouts of village Mulund lying being and situated at Mumbai Agra Road (LBS Marg), Mulund (West), Mumbai-400 080 in the Greater Mumbai District and Sub-District Bandra Mumbai Suburban District and bounded as under:-

On or towards the East : by C.T.S. No.879/10;

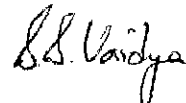
On or towards the West : by Survey No. 304;

On or towards the North : by Survey No. 304;

On or towards the South : by Survey Nos.304 and 305.

Dated this 8th day of April 2010.

Kanga and Company,



Partner