

AMBIKA GUPTE
ADVOCATE HIGH COURT, BOMBAY

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

Ref.: AG/01/2021

SUPPLEMENTARY 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

Re:- Title Certificate dated 28th November, 2020 issued by me

1. I have at the request of **MAHAAVIR BUILDCON LLP**, (hereinafter referred as "**the Developers**") a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2005 issued a Title Certificate dated 28th November, 2020, bearing reference No. AG/02/2020 in respect of the captioned Land, a copy whereof is annexed hereto and marked **Annexure "A"**.
2. The Developers have requested me to issue a Supplementary Certificate as they have carried out certain transactions in respect of the captioned land after the issuance of above Title Certificate



3. I have once again caused investigations to be made in the office of the Sub-Registrar of Assurances at Kalyan 1 to 5 from 1992 to 2021 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 in respect of the search above and upon perusal of the original and/ or copies of original documents provided to me, I have to state as under.
4. On the basis of the aforesaid, I certify as follows:-
- a) I repeat and reiterate what is stated by me in my earlier Title Certificate dated 28th November, 2020, bearing reference No. AG/02/2020
 - b) The Developers have informed me and provided for my inspection original of a Deed of Retirement dated 2nd July, 2021, which inter alia records that a) Mahaavir Universal Homes Pvt. Ltd. through its authorized director Mr. Omprakash Chhajer, b) Mr. Mohnish Omprakash Chhajer and c) Mr. Bhavik Ashokkumar Chhajer being the original partners have retired from the Developers and pursuant thereto 1) Mr. Bhanwarlal Virdhichand Chhajer, 2) Mr. Vijaykumar S. Ranka and 3) Mr. Sanjay B. Dhariwal are the only partners of the Developers. The Developers have informed me and provided for my inspection a Challan No. SRN: M22158141 evidencing that the aforesaid change has been intimated by them to the Registrar of Companies, Mumbai by filing Form Nos. 3 and 4, but it appears from the search report carried out in the Registrar of Companies, Mumbai that the Registrar of Companies, Mumbai is yet to record the change aforesaid.
 - c) I have noted that by a Mortgage Deed dated 9th July, 2021 entered between the Developers of the One Part and Bajaj Housing Finance Ltd. (hereinafter referred to as "**the Mortgagee**") of the Other Part, duly registered with the Sub-Registrar of Assurances, Kalyan-4, under Serial No. KLN-4/8380 of

2021, the Developers have in consideration of a loan not exceeding Rs. 51,50,00,000/- (Rupees fifty one crores fifty lakhs only) sanctioned by the Mortgagee in favour of the Developers, inter alia provided security of the said Property and unsold units in the Project being developed by the Developers over the said Property in favour of the Mortgagee repayable by EMI and upon terms and conditions contained therein.

- d) Upon submission of plans and layout by the Developers to Kalyan Dombivli Municipal Corporation (hereinafter referred to as "**KDMC**") to utilize basic FSI, Premium FSI, Ancillary FSI and TDR over the said Property, KDMC has issued amended Commencement Certificate dated 9th November 2020 bearing Reference No. KDMC/TPD/BP/27 Village/2020-2021/05/185 dated 26th July, 2021 (hereinafter referred to as "**Amended Commencement Certificate**") subject to the terms and conditions contained therein.

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

Dated this 3rd day of August 2021

Yours faithfully



Ambika Gupte

C.C.:

Copy of Title Certificate dated 28th November, 2020
bearing reference No. AG/02/2020

Annexure "A"
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)

- I. 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

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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 1st 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

Housiey.com



CHALLAN
MTR Form Number-6



GRN MH004291084202122E		BARCODE		Date 30/07/2021-09:34:59		Form ID	
Department Inspector General Of Registration				Payer Details			
Type of Payment Search Fee		TAX ID / TAN (If Any)					
Other Items		PAN No.(If Applicable)					
Office Name KLN1_KALYAN NO 1 SUB REGISTRAR		Full Name		Adv Ambika Gupte			
Location THANE							
Year 2021-2022 One Time		Flat/Block No.					
Account Head Details		Amount In Rs.		Premises/Building			
0030072201 SEARCH FEE		750.00		Road/Street			
				Area/Locality			
				Town/City/District			
				PIN			
				Remarks (If Any)			
				Bhopar Survey No. 42 Hissa No. 2 Since 1992 to 2021 30 yrs			
Total		750.00		Amount In		Seven Hundred Fifty Rupees Only	
				Words			
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank CIN		Ref. No.	
				69103332021073011412		2694148994	
Cheque/DD No.				Bank Date		RBI Date	
				30/07/2021-09:35:37		Not Verified with RBI	
Name of Bank				Bank Branch		IDBI BANK	
Name of Branch				Scroll No., Date		Not Verified with Scroll	

Department ID :

Mobile No. : 8108774636

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सादर चालन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्त्यासाठी लागू नाही.

SEARCH REPORT

Mr. Vijay A. Kalantre
Off - SS-II/54, Sec No.7,
Koperkhairane,
Navi Mumbai-400 709.

Dated : 30/07/2021

To,
Mrs. Ambika Gupte,
Advocate High Court,
Vashi, Navi Mumbai,

Ref :- Property Search for Survey No.42, Hissa No. 2, Survey No. 237,
Hissa No.5 & Survey No.259, Hissa No. 4, situate at Village -
Bhopar, Taluka - Kalyan, Dist.-Thane in the name of **M/s. Mahavir
Buildcon LLP.**

Dear Sir/Madam,

As per your instruction, I have taken a search in respect of above mentioned property in the office of old custom House at Mumbai, Sub-Registrar at Kalyan-1, Kalyan-2, Kalyan-3, Kalyan-4 & Kalyan-5 from 1992 to 2021 (30 Years) I have found as follows abovementioned available Index-II in the abovementioned Sub-Registrar offices.


Kalyan -1 office

REPORT

1992 : Available Index-II are checked
(Some Index-II torn condition & loose condition)
2005 to 2017 : Available Index-II are checked
2018 to 2020 : Some Index-II Not Ready
January 2021 till date : Index-II Not Ready

Kalyan -2 office

REPORT

2005 to 2017 : Available Index-II are checked
2018 to 2020 : Some Index-II Not Ready
January 2021 till date : Index-II Not Ready 

Kalyan -3 office**REPORT**

1991 to 2001 : Available Index-II are checked
(Some Index-II torn condition & loose condition)
2005 to 2017 : Available Index-II are checked
2018 to 2020 : Some Index-II Not Ready
January 2021 till date : Index-II Not Ready


Kalyan -4 office**REPORT**

2002 to 2005 : Records are not properly maintained
2006 to 2017 : Available Index-II are checked
2018 to 2020 : Some Index-II Not Ready
January 2021 till date : Index-II Not Ready

Kalyan -5 office**REPORT**

2011 to 2017 : Available Index-II are checked
2018 : Some Index-II Not Ready
2019 : Some Index-II Not Ready-Entry
2020 : Some Index-II Not Ready
January 2021 till date : Index-II Not Ready

I have found as follows:-

1. Document No. 13903/2019 registered on 20/11/2019 is a Deed of Conveyance for Survey No.237/5, for admeasuring 62.90.00 R., Survey No. 42/2, for admeasuring 6.70.00 R & Survey no. 259/4, for admeasuring 6.30.00 R is recorded in the name of M/s. Mahavir Buildcon LLP through its partner Vijay Kumar Ranka in the records of the sub registrar Kalyan-5. The Seller is FDC Ltd. through authorised signatory Sanjay Bhavarlal Jain & M/s. Anand Synthochem Pvt. Ltd. Company. The Value is Rs.24,00,00,000/- and stamp duty paid is Rs.1,44,00,000/-
2. As per the Document Number Provided and computer verified by me from the 2021 entry records of Sub-Registrar office. Document No.8380/2021 registered on 09/07/2021 is a Mortgage Deed for Survey No.42/2, 237/5, 259/4, for admeasuring for admeasuring 7590 sq.mtrs. is recorded in the name of **Bajaj Housing Finance Ltd.** in the records of the sub registrar Kalyan-4. The Mortgagor is M/s. Mahavir Buildcon LLP through its partner Vijay Kumar Ranka. The Value is Rs.51,50,00,000/- and stamp duty paid is Rs.10,00,000/- 

My Report on the search carried me is subject to the following: -

1. As some of the documents in the office of the Sub Registrar offices of the Assurances are kept in a loose and are in torn condition and the same is not up-dated from time to time, the Index II for all the years mentioned in the report are not made available in the office of the Sub Registrar offices of the Assurances, hence, I cannot furnish details of transactions taken place in relation to the above property during the above years. It is also seen that the Index II is not being maintained and kept up dated.
2. Therefore, subject to the above, I conclude, that there are no other transactions recorded in respect of the said Property other than that reported in my findings above.
3. This search report is qualified in value and submitted from the records available "On as is where is basis" without any liability on the part of the undersigned.

I enclose receipt No.MH004291084202122E dated 30/07/2021 for Rs.750/- deposited for Search in the office of the Sub-Registrar Kalyan -I.

Yours Truly,



Mr. Vijay A. Kalantre
(Search Clerk)