



TO WHOMSOEVER IT MAY CONCERN

To,
MAHARASHTRA REAL ESTATE AUTHORITY
MAHARERA Bandra,
Mumbai- 400 051.

Sir,

REPORT ON TITLE / TITLE CERTIFICATE

RE: Title Certificate with respect to all that piece and parcel of land or ground containing by admeasurement in the aggregate 3186.4 sq. meters or thereabouts bearing N.A. Survey No. 172, and Survey No.377 C, Hissa No. 4 and City Survey Nos. H-280, H-281, H-282, H-283, H-284, H-285, H-293 and H-549 of Village Danda situate lying and being at village Danda Santacruz (West), in the Registration District and Sub-District of Bombay City and Bombay Suburban together with the buildings and structures standing thereon and assessed by the Assessor and collector of Municipal Corporation of Greater Bombay, under 'H' ward Nos. 3788(1) to 3788(14) ("**SAID PROPERTY**")

We have investigated the title of the said property on request of RUPAREL INFRA & REALTY PRIVATE LIMITED ("**COMPANY**"):-

- I. **Description of the Property:** Land or ground admeasuring in the aggregate 3186.4 sq. meters or thereabouts bearing N.A. Survey No. 172, and Survey No.377 C, Hissa No. 4 and City Survey Nos. H-280, H-281, H-282, H-283, H-284, H-285, H-293 and H-549 of Village Danda situate lying and being at village Danda Santacruz (West), in the Registration District and Sub-District of Bombay City and Bombay Suburban together with the buildings and structures standing thereon and assessed by the Assessor and collector of Municipal Corporation of Greater Bombay, under 'H' ward Nos. 3788(1) to 3788(14).



- II. **Documents in relation to the ownership of the Property:** Deed of Conveyance dated 31st March 2022 registered with Sub-Registrar of Assurances under Serial No. BDR- 17/ 6290 of 2022 dated 9th May 2022.
- III. **Property Register Card:** The P.R Card shows the name of Amubhai Damji Shah as Owner of the said Property which was purchased and acquired by RUPAREL INFRA & REALTY PRIVATE LIMITED vide Deed of Conveyance dated 31st March 2022 and accordingly RUPAREL INFRA & REALTY PRIVATE LIMITED have applied before the Revenue Authorities for necessary mutation in the Property Card.
- IV. **Search Report:** We had caused Search by Mr. Sachin Pawar who has conducted search in the concerned office of the Sub-Registrar of Assurances in respect of the said Property for a period from 1961 to 2022. We have relied upon his Search Report dated 10th June 2022 (hereinafter referred to as "**Search Report**"). The Search Report notifies that the said property is purchased by RUPAREL INFRA & REALTY PRIVATE LIMITED by virtue of Deed of Conveyance dated 31st March 2022 which is duly registered on 9th May 2022. The said Search Report does not notify any adverse Mutation Entry during the last 61 years of Search conducted commencing from the period 1961 to 2022.

Upon perusal of the above-mentioned documents, declaration from owner and all other relevant records relating to the title of the said Property, we are of the Opinion that the title of RUPAREL INFRA & REALTY PRIVATE LIMITED in respect of the said property as Owner is clear and marketable and is seized and possessed of and otherwise well and sufficiently entitled to the said property. RUPAREL INFRA & REALTY PRIVATE LIMITED as per the Deed of Conveyance is under obligation to provide Alternate Premises to the Tenants based on PAA Agreements executed with the Tenants. Further RUPAREL INFRA & REALTY PRIVATE LIMITED, has created charge of 12,175 sq. ft. over the premises to be constructed on the said Property in favour of Anchor Leasing Private Limited vide Indenture of Mortgage dated 31st March 2022 registered with Sub-Registrar of Assurances under Sr. No. 6293 of 2022, for securing the balance purchase consideration amount as mentioned in the Deed of Conveyance, details of which are mentioned in the separate sheet which is marked as **ANNEXURE – A**.



Owner of the said Property: RUPAREL INFRA & REALTY PRIVATE LIMITED

Qualifying Comment:

1. This Report on Title is for limited purpose of expressing our opinion on the matters mentioned herein and is issued under the instructions of Ruparel Infra & Realty Private Limited and meant only for perusal and use of Ruparel Infra & Realty Private Limited to whom it is issued and should not be relied upon by any other person or persons or for any purpose other than aforesaid.
2. This Report of Title is based on information given to us pursuant to the documents and statements submitted, furnished and produced before us from time to time during the course of due diligence.
3. While conducting our due diligence exercise, we have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed.
4. This Report on Title is confined and limited to the state of affairs as on the date hereof. We are not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.
5. This Report on Title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This Report on Title is based only on the documents made available for our examination and information provided to us. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts herein contained only as on the date hereof.
6. We express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any



continuing obligation to advise after the date of this Report on Title of any changes in the foregoing or any changes of circumstances of which we may become aware that may affect our observations contained herein.

7. This Report on Title is for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.
8. We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this Report on Title.

The Report reflecting the Flow of Title of RUPAREL INFRA & REALTY PRIVATE LIMITED to the said Property is enclosed herewith as an **ANNEXURE-B**

DATED THIS 16TH DAY OF JUNE 2022

Yours faithfully,

D M Legal Associates
Advocates and Solicitor



ANNEXURE A

DETAILS OF ENCUMBRANCES

Indenture of Mortgage dated 31st March 2022 registered with Sub-Registrar of Assurances under Sr. No. 6293 of 2022 dated 9th May 2022 in favour of Anchor Leasing Private Limited, thereby creating charge of 12,175 sq. ft. over the premises to be constructed on the said Property for securing the balance purchase consideration amount of Rs. 41,00,00,000/- [Rupees Forty-One Crores Only] as mentioned in the Deed of Conveyance dated 31st March 2022.

DATED THIS 16TH DAY OF JUNE 2022

Yours faithfully,

D M Legal Associates
Advocates and Solicitor



ANNEXURE B

RE: Title Certificate with respect to all that piece and parcel of land or ground containing by admeasurement in the aggregate 3186.4 sq. meters or thereabouts bearing N.A. Survey No. 172, and Survey No.377 C, Hissa No. 4 and City Survey Nos. H-280, H-281, H-282, H-283, H-284, H-285, H-293 and H-549 of Village Danda situate lying and being at village Danda Santacruz (West), in the Registration District and Sub-District of Bombay City and Bombay Suburban together with the buildings and structures standing thereon and assessed by the Assessor and collector of Municipal Corporation of Greater Bombay, under 'H' ward Nos. 3788(1) to 3788(14) ("**SAID PROPERTY**")

- a. By an Indenture dated 9th April 1943 executed by and between (1) Krishnalal Lallubhai Randeri and (2) Chandravadan Lallubhai Randeri, therein collectively referred to as "Vendors" and Party of One Part and Ramanlal Chimanlal Shah, therein referred to as the "Purchaser" and Party of the Other Part and duly registered with the Office of the Sub-Registrar of Assurances under Sr. No. 2129 of 1943 in Book No.1 on 18th May 1943, the Vendors therein sold, transferred assigned, assured and conveyed and the Purchaser therein purchased and acquired all the right title and interest in all that pieces and parcels of land or ground with the five buildings, messuages and tenements standing thereon situate lying and being Village Danda within the limits of Bandra Municipality Registration Sub District Bandra District Bombay Suburban admeasuring 3584 sq. yards or thereabouts then bearing Non-Agricultural Survey No. 172 and Municipal Nos. 4,5,6,7 and 7A of Ward H and all that piece and parcel of land or ground situate lying and being Village Danda within the limits of Bandra Municipality Registration Sub District Bandra District Bombay Suburban admeasuring 344 sq. yards or thereabouts then bearing Survey No. 377C Hissa No. 4 Old Plot No. 2(Part) and having its address at Station Road, Santacruz (West) and more particularly described in the Firstly and Secondly in the Schedule thereunder written respectively for an agreed consideration and on terms, conditions and covenants therein recorded.



- b. The Purchaser Ramanlal Chimanlal Shah expired at Bombay on 7th February 1976, but prior to his demise declaring his last Will and Testament dated 8th May 1975 wherein his daughter Urmila Arvindkumar Delhiwala and her husband Arvindkumar Shrikishandas Delhiwala were appointed as the Executrix and Executor of the entire Estate left behind by the deceased at the time of his demise and by the said Will and Testament, deceased absolutely and unconditionally devised and bequeathed unto and in favour of his married daughter Urmila Arvindkumar Delhiwala the Property purchased and acquired by deceased vide hereinbefore recited Indenture dated 9th April 1943 as his sole beneficiary and legatee thereof.
- c. The Executor and Executrix Urmila Arvindkumar Delhiwala and Arvindkumar Shrikishandas Delhiwala filed Probate Petition No. 716 of 1976 before the Hon'ble High Court at Bombay in its Testamentary & Intestate Jurisdiction and vide its Order dated 5th May 1977 the Hon'ble Court granted Probate of the Last Will and Testament dated 8th May 1975 of deceased Ramanlal Chimanlal Shah.
- d. By and under Agreement for Sale dated 15th January 1988 executed by Urmila Arvindkumar Delhiwala and Arvindkumar Shrikishandas Delhiwala in their capacity as Executrix and Executor representing Estate of the deceased and Urmila Arvindkumar Delhiwala in her capacity as sole beneficiary and legatee under the last Will and Testament dated 8th May 1975 of the deceased Ramanlal Chimanlal Shah, therein referred to as "Vendors" and Party of the One Part and Amubhai Damji Shah therein referred to as the "Purchaser" and Party of the Other Part, agreed to sell, transfer, assign, convey and assure unto and in favour of the Purchaser therein all the right, title and interest in the Property which belonged to the deceased Ramanlal Chimanlal Shah vide Indenture dated 9th April 1943 together with the Building and structure standing thereon and more particularly described in the Schedule therein mentioned for consideration and on the terms, conditions and covenants therein recorded.
- e. By an Indenture dated 9th February 1988 executed between Urmila Arvindkumar Delhiwala and Arvindkumar Shrikishandas Delhiwala,



therein referred to as the "Vendors" and Party of the One Part and Amubhai Damji Shah, therein referred to as the "Purchaser" and Party of the Other Part and duly registered with the Sub-Registrar of Assurances under Sr. No. BOM/S/BBJ-419 of 1988, the Vendors therein sold, transferred, assigned and conveyed and the Purchaser therein purchased and acquired all the right title and interest in the said Property for consideration and subject to the terms, conditions and covenants therein recorded.

- f. On the basis of the aforesaid registered Indenture dated 9th February 1988 recited above the name of the Owner Amrutlal Damji Shah came to be mutated in the Property Card by first deleting the name of the deceased Ramanlal Chunilal Shah and mutating the name of Executrix and Executor viz., Urmila Arvindkumar Delhiwala and Arvindkumar Shrikishandas Delhiwala as Holder of the Property vide Entry dated 11th October 1990 and immediately thereafter vide Second Entry dated 11th October 1990 mutating the name of Amrutlal Damji Shah as Holder of the Property in the Property Card.
- g. By a Deed of Conveyance dated 31st March 2022 executed between Amubhai Damji Shah therein referred to as the "Vendor" and Party of the One Part and Ruparel Infra & Realty Pvt Ltd therein referred to as the "Purchaser" and Party of the Other Part and duly registered with Sub-Registrar of Assurances under Serial No. BDR-2/6290 of 2022 dated 9th May 2022, the Vendor therein sold, transferred and assigned to the Purchaser all the right title and interest in the Property being all that piece and parcel of land or ground containing by admeasurement in the aggregate 3186.4 sq. meters or thereabouts bearing N.A. Survey No. 172, and Survey No.377 C, Hissa No. 4 and City Survey Nos. H-280, H-281, H-282, H-283, H-284, H-285, H-293 and H-549 of Village Danda situate lying and being at village Danda Santacruz (West), in the Registration District and Sub-District of Bombay City and Bombay Suburban together with the buildings and structures standing thereon and assessed by the Assessor and collector of Municipal Corporation of Greater Bombay, under 'H' ward Nos. 3788(1) to 3788(14), for consideration and subject to the terms, conditions and covenants therein recorded.



- h. On the basis of the aforesaid registered Deed of Conveyance dated 31st March 2022, Ruparel Infra & Realty Pvt Ltd has applied before the Revenue Authorities for mutating their name in the Property Card as Owner of the Property.
- i. Thus, Ruparel Infra & Realty Pvt Ltd is the Owner of the said property and has clear and marketable title and is seized and possessed of and otherwise well and sufficiently entitled to the said property. As per the Deed of Conveyance, there were tenanted structure on the said Property and Ruparel Infra & Realty Pvt Ltd is under obligation to provide Alternate Premises as per the PAA Agreement executed in favour of Tenants.
- j. No litigations on title of the said property.

DATED THIS 16TH DAY OF JUNE 2022

Yours faithfully,

D M Legal Associates
Advocates and Solicitor