

6860

In reply quote

**MLB/SV/MDS/ / 2012**

### **REPORT ON TITLE**

Re: All those pieces and parcels of lands situate at Village Kanjur, Taluka Kurla, in registration District and Sub-District of Mumbai City and Mumbai Suburban, bearing CTS Nos. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D admeasuring in aggregate (as per P.R. Cards) about 61,665.6 sq. meters., or thereabouts, together with the buildings and other structures standing thereon, lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai - 400078.

### **TO WHOMSOEVER IT MAY CONCERN**

1. The subject matter of this Report on Title is all that piece and parcel of land of Village Kanjur lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai - 400078, as more particularly described in the **Schedule** hereunder written (hereinafter "**the said Property**");
2. The said Property is part of a Larger Property comprising of six properties, the title whereof is as follows:

#### **A. FIRST PROPERTY :**

- i. By instruments in Marathi language and modi character dated 7<sup>th</sup> July 1835 and 30<sup>th</sup> November, 1837 respectively (hereinafter collectively referred to as "**the said Lease**"), the then Collector of Thane demised in perpetuity unto Framji Cawasjee Banajee ("**the Original Grantee**") the villages of Vikhroli and Kanjur with the lands therein mentioned, in the manner on the terms and conditions therein contained. A copy of the said Lease is not available with us for our perusal.

- ii. It appears that by diverse means and assignments and acts in the law and ultimately by an Instrument dated 6<sup>th</sup> July 1938 made between Mulji Haridas therein referred to as the Mortgagor of One Part, Jahangir Hormusjee Modi therein referred to as the Trustee of the Second Part, Central Bank of India Limited therein referred to as the Bank of the Third Part and Sir Mohammed Yusuf Khot therein referred to as the Purchaser of the Fourth Part, and registered with the office of Sub-Registrar of Assurances at Bombay under serial No. BOM/3376 of 1938, the rights of the Original Grantee *inter alia* in respect of several pieces and parcels of land at Village Kanjur were granted and assigned to the Purchaser therein for the residue of the then unexpired term in perpetuity under the said Lease, subject to the payment of rent thereby reserved and observance and performance of covenants, terms and conditions recorded in the said Lease as therein contained.
- iii. By and under an Indenture of Sub-lease dated 30<sup>th</sup> April, 1947 made between Sir Mohammed Yusuf Khot therein referred to as the Sub Lessor of the One Part and The Indian Smelting and Refining Company Limited (now known as the Neosym Industry Limited) therein and hereinafter referred to as "**the Company**" of the Other Part and registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/3280 of 1947, the Sub Lessor therein demised unto the Company therein several pieces and parcels of land at Village Kanjur in the then registration District and Sub-District of Thane admeasuring about 46978  $\frac{1}{4}$  sq. yards (i.e. 39279 sq.mtrs. or thereabout) as more particularly described in the Schedule thereunder written ("**First Property**") for the residue of the then unexpired term in perpetuity under the said Lease and subject to the payment of rent thereby reserved and observance and performance of covenants, terms and conditions recorded in the said Lease as therein contained.
- iv. It appears that in the year 1953, a suit came to be filed before the High Court of Judicature at Bombay by the aforesaid Sir Mohammed Yusuf Khot (as Plaintiff) against the State of Bombay (as the Defendant) being Suit No. 481 of 1953 *inter alia* for various reliefs as prayed for therein. In the year 1963, the Parties to the aforesaid Suit filed Consent

Terms dated 19<sup>th</sup> June 1963 in terms of which a Consent Decree was passed by the Hon'ble Bombay High Court, whereby it was *inter alia* recorded that waste lands of Village Kanjur, as more particularly described in Exhibit – A therein, vested in the Government i.e. State of Bombay and the remaining properties of the Village Kanjur as setout in Exhibit – B therein (including various portions of the said Property) did not vest in the Government.

- v. By and under a Deed of Conveyance of Reversionary Rights dated 11<sup>th</sup> June 2005 made between Mr. Abdul Rashid Abdul Rehman Yusuf, as the executor and trustee of the estate of Sir Mohammed Yusuf Khot therein referred as the Vendor of the First Part and the Company therein referred as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Kurla under serial No. BDR-7/5135 of 2005, the Vendor therein assigned, transferred, conveyed and assured unto the Company all the reversionary share, right and title of the Vendor therein in respect of certain portion of the First Property admeasuring 32,365 sq. mtrs. or thereabouts (rectified to area admeasuring 33,769.2 sq. mtrs. or thereabouts under the Deed of Rectification dated 18<sup>th</sup> November 2005 as hereunder mentioned) more particularly described in the Schedule thereunder written, at or for the consideration and in the manner therein contained.
- vi. By and under a Deed of Rectification dated 18<sup>th</sup> November, 2005 made between Mr. Abdul Rashid Abdul Rehman Yusuf as the executor and trustee of the estate of Sir Mohammed Yusuf Khot therein referred as the Vendor of the First Part and the Company therein referred as the Purchaser of the Other Part and registered with the Sub-registrar of Assurances at Kurla under Serial No. BDR-3/7802 of 2005, the Parties therein mutually rectified the description of the portion of the First Property as reflected in the Schedule of the aforesaid Deed of Conveyance of Reversionary Rights dated 11<sup>th</sup> June, 2005 and replaced it with the description of the portion of the First Property as 33769.2 sq.mtrs or thereabouts, as contained in the Schedule to the Deed of Rectification dated 18<sup>th</sup> November, 2005 as therein contained.



**B. SECOND PROPERTY :**

By and under an Indenture dated 30<sup>th</sup> April, 1947 made between Darashaw Framroz therein referred as the Vendor of the One Part and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Thane under Serial No.632 at Page Nos.268 to 278 in Volume 600 of Book No.1 on 21<sup>st</sup> July, 1947, the Vendor therein sold, transferred and conveyed unto the Company, all that piece and parcel of land situate at Village Kanjur, Taluka Thane admeasuring 22,283.003 sq. Mtrs. (26,650  $\frac{1}{4}$  Sq. Yards) or thereabouts, ("**Second Property**") as more particularly described in the Schedule thereunder written, at or for the consideration and in the manner therein contained.

**C. THIRD PROPERTY:**

By and under an Indenture dated 16<sup>th</sup> July, 1947 made between Vishnu Narayan therein referred as the Vendor of the One Part and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No.BOM/3510 of 1947 of Book No.1 on 24<sup>th</sup> July, 1947, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur, Taluka Thane admeasuring 12,069.5 sq. yards (10,091.63 sq. Mtrs.) or thereabouts, ("**Third Property**") as more particularly described in the Schedule thereunder written at or for the consideration and in the manner therein contained.

**D. FOURTH PROPERTY:**

By and under an Indenture dated 1<sup>st</sup> September, 1951 made between Abdul Kadir Abdul Latif as the First Vendor of the First Part therein and Wasuldin Mobin Pathan as the Second Vendor of the Second Part therein and the Company therein referred as the Purchaser of the Third Part and registered with the office of Sub-Registrar of Assurances at Bandra under Serial No. BND/753 of Book No.1 on 13<sup>th</sup> September, 1951, the First and the Second Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur admeasuring 1452 Sq. yards (1214.05 sq. Mtrs.) or

thereabouts, ("**Fourth Property**") as more particularly described in the Schedule thereunder written, at or for the consideration and in the manner therein contained.

**E. FIFTH PROPERTY:**

By and under an Indenture dated 23<sup>rd</sup> April, 1954 made between Tomu Francis Damel therein referred as the Vendor of the One Part and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. BOM/2768/4/4 of 1954 of Book No.1 on 25<sup>th</sup> August, 1954, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur, Taluka Thane admeasuring in aggregate 6250 sq. yards (5225.79 sq. Mtrs) or thereabouts, ("**Fifth Property**") as more particularly described in the Schedule thereunder written, at or for the consideration and in the manner therein contained.

**F. SIXTH PROPERTY:**

By and under an Indenture dated 15<sup>th</sup> March, 1969 made between Chimanlal Ramji and Others therein referred as the Vendors of the One Part and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. BOM/1073 of 1969 of Book No.1 on 6th April, 1971, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur, admeasuring in aggregate 2127 1/3 Sq. yards (1778.6 sq. Mtrs) or thereabouts, ("**Sixth Property**") as more particularly described in the Schedule thereunder Written, at or for the consideration and in the manner therein contained.

3. The original consolidated area of the First Property, Second Property, Third Property, Fourth Property, Fifth Property and Sixth Property as per Property Register Cards and the documents of title was 80110.69 sq. mtrs. or thereabouts out of which the Company has, from time to time, divested the portions thereof to the following third parties as under:

Name of the holder	Area	Parties and nature of documents
Indian Link Chain Manufacturers Limited ("ILCML")	3344.50 sq. mtrs. (4000 sq. yards)	Indenture of Assignment of Sub-Lease dated 11th July, 1957 made between the Company and ILCML and registered with the office of sub-registrar of assurances at Bombay under Serial No.7651 of 1958.
ILCML	1005.02 sq. mtrs. (1,202 sq. yards)	Indenture of Sub-Lease dated 27th June, 1963 made between the Company and ILCML.
ILCML	2013.6 Sq.mtrs	Indenture of Sub-Lease dated 31st March, 1987 made between the Company and ILCML.
Messrs Neha Enterprises	11,530.97 sq. mtrs	Agreement for Development dated 26th July 2006 made between the Company and Messrs Neha Enterprises and registered with the Sub-registrar of Assurances at Kurla-1 under serial No. BDR-3/5614/2006.
Municipal Corporation of Greater Mumbai ("BMC")	529 Sq. Mtrs.	P.R.Card of CTS No.607B/1/B reflects that the same falls under the tenure 'F' and that the said portion of larger property has been surrendered to / acquired by BMC.
M/s. CIBA Pharma Private Limited	22 Sq. Mtrs.	By letter dated 17 <sup>th</sup> March 1959 from the Company to CIBA, and letters dated 12 <sup>th</sup> February 1959, 15 <sup>th</sup>



		May 1959, and 30 <sup>th</sup> June 1959 between CIBA and the Company and letter dated 12 <sup>th</sup> October 1960 to the Assistant Engineer, Zone 1 (Town Planning), for straightening of Boundary.
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4. The balance portion of the First Property, Second Property, Third Property, Fourth Property, Fifth Property and Sixth Property, admeasuring 61,665.60 square meters or thereabouts (as per Property Register Cards), as more particularly described in **Schedule** hereunder written remained in possession of the Company as absolute owner and holder thereof.
5. The name of the Company was changed from The Indian Smelting and Refining Company Limited to Neosym Industry Limited with effect from 17<sup>th</sup> April 2012 vide Certificate of Incorporation (consequent upon change of name) issued by the Registrar of Companies, Maharashtra.
6. By and under Deed of Transfer of Undertaking dated 1<sup>st</sup> August, 2012 ("the said Deed of Transfer of Undertaking") made between the Company therein referred to as the Seller of the One Part and Wheelabrator Alloy Castings Limited ("Wheelabrator") as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Kurla under Serial No BDR-3/7504 of 2012 on 1<sup>st</sup> August 2012 the Company *inter alia* sold, transferred, conveyed and assigned unto the Wheelabrator all its rights, title and interest in the Undertaking of the Company situate at Bhandup together with all its freehold Immovable Assets (including the said Property), at or for the consideration, on the terms and conditions and in the manner therein contained.
7. On perusal of a letter dated 28<sup>th</sup> August 2000 bearing No. CHE/84/DPES of 28/8/2000 issued by the office of the Chief Engineer (Development Plan) ("D.P. Remarks"), Municipal Corporation of Greater Mumbai, it appears that the said Property is affected by certain reservations including public purpose of railways and widening of the existing road as mentioned therein.

8. The respective Property Register Cards in respect of the said Property reflects the name of the Company, viz. The Indian Smelting and Refining Company Limited as holder i.e. Owner of the said Property. In the said Deed of Transfer of Undertaking, the Company has *inter alia* declared that in the Property Register Cards, the nature of the said Property (being the Immovable Assets referred thereto) is freehold and the Company has been in absolute use of the same. On perusal of the Property Register Cards with respect to properties bearing CTS Nos. 599A, 599A/1-70, 599A/72-81, 601, 602, 603, 604, 605, 606, 606/1-18, 606/20, 606/22-40 and 606/42-83 we observe the remark of "granted for the purpose of Industrial use and thus restriction on transfer of land without obtaining prior permissions" stated therein.
9. By an Order bearing reference No. ULC/I-32/SC/IC/GAD dated 14<sup>th</sup> July 1983 (hereinafter referred to as "**the Exemption Order**") passed by the Government of Maharashtra, a portion of the said Larger Property admeasuring 34191.89 sq. meters was exempted as vacant land to be used for the purpose of Industry under Section 20(1) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as "**the ULC Act**") and under the provisions of Chapter III of the ULC Act in the manner and on the terms and conditions therein mentioned. Although ULC Act is repealed by adoption of Urban Land (Ceiling and Regulation) Repeal Act, 1999, order granting exemption under sub section 1 of section 20 of ULC Act, is still valid and subsisting.
10. We have, through our search clerk, Mr. D.K. Patil caused searches to be taken in the office of the concerned Sub-Registrar of Assurances for the period 1970 to 2012 and have not found any encumbrance in respect of the said Property. Khaitan and Company, Advocates and Solicitors, issued Public Notice on 25<sup>th</sup> May 2012 in The Indian Express (English) and in Navashakti (Marathi) for the investigation of the title of the Company *inter alia* to the said Property and vide their letter dated 1<sup>st</sup> August, 2012 informed us that they have not received any claims or objections in response to the said Public Notice.
11. By and under a Declaration dated 27<sup>th</sup> August 2012 executed by Mr.S.S.Runwal, in his capacity as the Director of Wheelabrator, it is *inter-alia*, declared that:
  - (i) Wheelabrator is absolutely entitled to the said Property;



- (ii) there are no subsisting liens, mortgages, charges, leases or encumbrances of any nature whatsoever in respect of the said Property;
  - (iii) the said Property is not the subject matter of any pending litigation dispute or attachment either before or after judgment nor is there any restraint order or injunction passed by any court or authority pertaining to the said Property;
  - (iv) there is no winding up Petition pending against Wheelabrator;
  - (v) save and except the reservations contained in the D.P. Remarks, the said Property is not affected by any other reservations.
12. On the basis of and subject to the above, in our opinion the title of the Wheelabrator Alloy Castings Limited to the said Property as more particularly described in the Schedule hereunder written is clear, marketable and free from encumbrances.

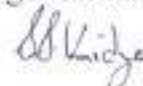
**THE SCHEDULE ABOVE REFERRED TO:**

**(Description of the said Property)**

All those pieces and parcels of lands situate at Village Kanjur, Taluka Kurla in Mumbai Suburban District bearing CTS Nos. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D admeasuring in aggregate about 61,665.6 square meters, or thereabouts (as per Property Register Cards) together with the structures standing thereon lying being and being at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai - 400078 within the Registration District and Sub District of Mumbai.

Dated this 29<sup>th</sup> day of August, 2012.

Kanga and Company,



Partner

Ref. No. 18SUPPLEMENTARY TITLE CERTIFICATE

Date : \_\_\_\_\_

TO WHOMSOEVER IT MAY CONCERN

- I. Under instructions of our client **M/s Wheelabrator Alloy Castings Ltd.**, a company incorporated under the Companies Act, 1956 having its registered office at LBS Road, near Mangatram Petrol Pump, Bhandup, Mumbai - 400078 we hereby issue this Supplementary Title Certificate, in continuation to the title certificate dated 29<sup>th</sup> August, 2012 bearing reference no. MLB/SV/MDS/6860/2012, issued by M/s Kanga & Co., in respect of the property mentioned in the Schedule herein below, hereinafter referred to as "**Said Property**" for the sake of brevity.
- II. We have relied upon the following additional documents [other than the said title certificate dated 29<sup>th</sup> August, 2012]:
  1. Search Report dated 18<sup>th</sup> September, 2014;
  2. Indenture of Mortgage dated 27<sup>th</sup> May, 2014 bearing registration no. 4258/2014;
  3. Other relevant documents.
- III. We have obtained Search Report from Search Clerk Mr. Rakesh Kubal dated 18<sup>th</sup> September, 2014. [Document No. 1].
- IV. M/s Wheelabrator Alloy Castings Ltd. has created mortgage in favour of YES Bank Ltd. against security of the Said Property. [Document No. 2].
- V. Subject to what has been stated hereinabove, the title of M/s Wheelabrator Alloy Castings Ltd. to the Said Property is clear and marketable.

Correspondence Address:

119, 120 Bake House, 1<sup>st</sup> Floor, Bake House Lane, Opp. Maharashtra State Co-op. Bank Ltd., Kala Ghoda, Fort, Mumbai - 400 023.

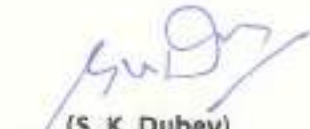
Ref. No. 18

Date : \_\_\_\_\_

**SCHEDULE**

All that piece and parcel of freehold land admeasuring about 61,665.60 (Sixty One Thousand Six Hundred and Sixty Five point Sixty) square metres bearing CTS Nos. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D situated at Village Kanjur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, together with the buildings and other structures standing thereon, lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai-400078.

Dated this 20<sup>th</sup> day of January, 2015.

  
(S. K. Dubey)  
Advocate, High Court  
For M/s S.K. Dubey Law Firm

Correspondence Address:

119, 120 Bake House, 1<sup>st</sup> Floor, Bake House Lane, Opp. Maharashtra State Co-op. Bank Ltd., Kala Ghoda, Fort, Mumbai - 400 023.



Email :rkubal2006@yahoo.co.in

*Wheelabrator Alloy Castings Ltd*

*Search Report*

*Runwal Forest*

Property Address

City Survey No. 596, 596/1 -6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81  
601, 602, 602/1-9, 603, 604, 605/1-17, 606, 606, 606/1-83, 607A, 607/1-31

607D, admeasuring area (as Per P.R Cards) about 61665.6 sq.mtrs ,

Village. Kanjur, Taluka. Kurla, Mumbai

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इतर  
पावती

Original/Duplicate

Thursday, 18 September 2014  
1:31 PM

नोदणी क्र.: 39म  
Regn.: 39M

पावती क्र.: 10791 दिनांक: 18/09/2014

माग्याचे नाव:

इन्सुरेन्सचा अनुक्रमांक: करत 1-0-2014

इन्सुरेन्सचा प्रकार:

माघर करणाऱ्याचे नाव: राकेश कुबल

वर्गन मोजे कोड: मि. टी. एम. नं. 596 सन 2003 ते 2014

शोध व निरीक्षण

रु. 300.00

एकूण:

रु. 300.00

निबंधक कुर्ता 1

1) देयकाचा प्रकार: eChallan रकम: रु. 300/-

डीडी/क्षमादेश/पे ऑर्डर क्रमांक: MH002880424201415M दिनांक: 18/09/2014

रकमेचे नाव व पत्ता:

**Rakesh Kubal**  
Search Clerk  
Kalyan, Thane - 421 306

**SEARCH REPORT**

Date:- 18/09/2014

To,  
S.K Dubey  
Advocate, High Court  
Dear Sir,

Dear Sir,

**Sub:** Search Report

**Re:** City Survey No. 596, 596/1 -6, 597,597/1-7, 598,598/1-3, 599A,  
599A/1-81, 601,602, 602/1-9, 603,604,605/1-17,606,606,606/1-83  
607A,607/1-31, 607D, admeasuring area (as Per P.R Cards) about  
61665.6 sq.mtrs,Village. Kanjur, Taluka. Kurla, Mumbai

As per your instructions, I have taken a (03 Years ) search in  
respect of the above mentioned properties in the Office of the Sub - Registrar  
of Kurla - 1,2,3,4 (Computerized Index) from 2012 to 2014 ( 03 Years )  
During the course of my aforesaid search, I have found some entries, details of  
which are given as under:-

2) Sub - Registrar of Kurla - 1, 2, 3 & 4 (Computerized Index) 2012 to 2014 (03 Years)	
Year	Report
2012 to 2013	Entry found
2014	Entry found Some index-ii are not ready





Entry Found

2012

Deed of Conveyance  
A.V - Rs. 3031609000/-  
M.V - Rs. 3031609000/-

Deed of Transfer of Undertaking, Land & Structure  
Village. Kanjur, City Survey No. 596, 596/1 -6,  
597,597/1-7, 598,598/1-3, 599A, 599A/1-81  
601,602, 602/1-9, 603,604,605/1-17,606,606,606/1-83,  
607A,607/1-31, 607D, admeasuring area 61665.6 sq.mtrs

1) Neosim Industry Ltd Nee The Indian Smelting  
To,  
1) Wheelbrator Alloy Casting Ltd

Doc Dt. 01/08/2012  
Reg Dt. 01/08/2012  
Doc No. 7504/2012, Kurla -1

2013

Deed of Mortgage  
A.V - Rs. 1000000000/-  
M.V - Rs. 0.00/-

City Survey No. 596, 596/1 -6, 597,597/1-7, 598,598/1-3,  
599A, 599A/1-81, 601,602, 602/1-9, 603,604,605/1-17,  
606,606,606/1-83,607A,607/1-31, 607D,Residential  
Village. Kanjur, Taluka. Kurla, Mumbai  
Project Runwal Forest Salable Area. 1690240 sq.ft  
Mortgage Amounnt Rs. 100 cr

1) I.C.I.C.I Home Finance Company  
To,  
1) Wheelbrator Alloy Casting Ltd

Doc Dt. 24/10/2013  
Reg Dt. 06/11/2013  
Doc No. 9392/2013, Kurla -1



2014

Deed of Reconvey  
A.V - Rs. 0.00/-  
M.V - Rs. 0.00/-

City Survey No. 596, 596/1 -6, 597,597/1-7, 598,598/1-3,  
599A, 599A/1-81, 601,602, 602/1-9, 603,604,605/1-17,  
606,606,606/1-83,607A,607/1-31, 607D,Residential  
Village. Kanjur, Taluka. Kurla, Mumbai  
Project Runwal Forest Salable Area. 1690240 sq.ft  
Mortgage Amounnt Rs. 100 cr

1) L.C.I.C.I Home Finance Company  
To,  
1) Wheelbrator Aloy Casting Ltd

Doc Dt. 23/05/2014  
Reg Dt. 26/05/2014  
Doc No. 4190/2014, Kurla -3

2014

Deed of Mortgage  
A.V - Rs. 4000000000/-  
M.V - Rs. 0.00/-

City Survey No. 596, 596/1 -6, 597,597/1-7, 598,598/1-3,  
599A, 599A/1-81, 601,602, 602/1-9, 603,604,605/1-17,  
606,606,606/1-83,607A,607/1-31, 607D,Residential  
Village. Kanjur, Taluka. Kurla, Mumbai  
admeasuring area 61665.6 sq.mtrs  
Mortgage Amounnt Rs. 400 cr

1) I.D.B.I Trust ship Ltd,  
To,  
1) Wheelbrator Aloy Casting Ltd

Doc Dt. 27/05/2014  
Reg Dt. 27/05/2014  
Doc No. 4258/2014, Kurla -1

Note: In Office of Sub-Registrars of Kurla - 1,2,3 &4 (Computerized Index-II)  
From 2012 to 2014 (03 years) are not maintained properly

RAKESH KUBAL  
(Searcher)



Re: Investigation of title of the property  
Being City Survey No. 596, 596/1 -6,  
597,597/1-7, 598,598/1-3, 599A,  
599A/1-81, 601,602, 602/1-9,  
603,604,605/1-17,606,606,606/1-  
83,607A,607/1-31, 607D, area  
admeasuring (as Per P.R Cards)  
about 61665.6 sq.mtrs, Village.  
Kanjur, Taluka. Kurla, Mumbai

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### NOTES OF SEARCH

Taken in the Office of Sub Registrar of

Sub - Registrar of Kurla -1,2,3,4  
(Computerized Index)  
From 2012 to 2014 (03 Years)

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***Rakesh Kubal***

Search Clerk

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Ref. No. \_\_\_\_\_

Date : \_\_\_\_\_

**SUPPLEMENTARY TITLE CERTIFICATE (Second)****TO WHOMSOEVER IT MAY CONCERN**

- I. Under instructions of our client **M/s Wheelabrator Alloy Castings Ltd.**, a company incorporated under the Companies Act, 1956 having its registered office at LBS Road, near Mangatram Petrol Pump, Bhandup, Mumbai - 400078, we hereby issue this Supplementary Title Certificate (Second), in continuation to the Supplementary title certificate dated 20<sup>th</sup> January, 2015, issued by me, in respect of the property mentioned in the Schedule herein below, hereinafter referred to as "**Said Property**" for the sake of brevity.
- II. We have relied upon the following additional documents [other than the said Supplementary Title Certificate dated 20<sup>th</sup> January, 2015]:
1. Search Report dated 9<sup>th</sup> March, 2017 issued by Mr. Rakesh Kubal;
  2. Debenture Trust Deed dated 10<sup>th</sup> November, 2015 bearing registration no. KRL-2-8548/2015.
  3. Deed of Mortgage dated 23<sup>rd</sup> December, 2015 bearing registration no. KRL-1-11562/2015.
  4. Deed of Re-conveyance dated 19<sup>th</sup> July, 2016 bearing registration no. KRL-1-7471/2016;
  5. Indenture of Mortgage dated 19<sup>th</sup> July, 2016 bearing registration no. KRL-1-7472/2016;
  6. Other relevant documents.

- III. We have been provided the Search Report of Search Clerk Mr. Rakesh Kubal dated 9<sup>th</sup> March, 2017 which shows the search of the Said Property carried in the Sub Registrar Offices of Kurla 1 ,2, 3, 4 & 5. [Document No. 1].
- IV. Runwal Real Estate Pvt. Ltd. has executed Debenture Trust Deed in favour of GDA Trusteeship Services Ltd. in which M/s Wheelabrator Alloy Castings Ltd. has created mortgage is confirming party [Document No. 2].
- V. M/s Wheelabrator Alloy Castings Ltd. has created mortgage in favour of IDBI Trusteeship Services Ltd. for and on behalf of YES bank against security of the Said Property. [Document No. 3].
- VI. M/s Wheelabrator Alloy Castings Ltd. has obtained the Re-conveyance of the Said Property vide the Deed of Re-conveyance from IDBI Trusteeship Services Ltd. for and on behalf of Yes Bank [Document No. 4] of the mortgage created vide Indenture of Mortgage dated 27<sup>th</sup> May, 2014.
- VII. M/s Wheelabrator Alloy Castings Ltd. has created mortgage in favour of IDBI Trusteeship Services Ltd. for and on behalf of ICICI bank against security of the Said Property. [Document No. 5].
- VIII. Subject to what has been stated hereinabove, the title of M/s Wheelabrator Alloy Castings Ltd. to the Said Property is clear and marketable.

h

Ref. No. \_\_\_\_\_

Date : \_\_\_\_\_

**SCHEDULE**

All that piece or parcel of freehold land admeasuring about 61,665.60 (Sixty One Thousand Six Hundred and Sixty Five point Sixty) square metres bearing CTS Nos. 596, 596/1-6, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D situated at Village Kanjur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, together with the buildings and other structures standing thereon (other than what has already been sold), lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West) Mumbai - 400078.

Dated this 14<sup>th</sup> day of March, 2017.



(S. K. Dubey)

Advocate, High Court

For M/s S. K. Dubey Law Firm