

Vaibhav Kashinath Laxmi Gosavi (BA. LLB./M.S.W.)

Add: Om Shiv CHS, Vasantnao Naik Marg, Near Sion Fish Market, Sion (East) Mumbai 400 022.

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FORMAT – A
(Circular No:- 28/2021)

To,
MahaRERA
6th and 7th Floor, Housefin Bhavan,
Plot No. C-21, E Block,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.

Date: 23.05.2023

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to plot bearing Survey Nos. 52/1(pt), 52/2(pt) of Village Usarghar lying and being and situate at Taluka Kalyan, District Thane more particularly described in para 1. 1. below under the heading "Description of Property"

1. I, have investigated the title of the said Property on the request of **Runwal Residency Private Limited**, Owner, having its office at Runwal and Omkar Esquare, 5th Floor, off. Eastern Express Highway, Opp. Sion-Chunabhati Signal, Sion (East), Mumbai 400 022 and following documents i.e.:-

1. Description of the property:

ALL THOSE pieces and parcels of land bearing Survey no. 52/1(pt), 52/2(pt) of Village Usarghar, in aggregate, admeasuring 1973.41 square metres, lying and being and situate Usarghar Tal. Kalyan, District Thane and bounded as follows;

On or towards North: By Survey no. 95
On or towards South: By Plot bearing 24m wide DP road
On or towards East: By Property bearing Survey no. 95
On or towards West: By Property bearing survey no. 52/1 -town hall plot

(hereinafter referred to as the **said Property**)

2. Documents of Allotment of Plot:

- Amended Order dated 21/09/2018 passed by the Hon'ble Bombay High Court in Suit No. 431 of 2015 and registered under Serial No. 13206/2018 in the office of the Sub-Registrar of Assurances, Kalyan-2. The land admeasuring 2,60,628 square meters was transferred in favour of Runwal Residency Pvt. Ltd ("**First Land**");
- Amended Order dated 05/10/2018 passed by the Hon'ble Bombay High Court in Suit No. 431 of 2015 and registered under Serial No. and 532/2019 in the office of the Sub-Registrar of Assurances, Kalyan-2. The land admeasuring 2,00,000 square meters was transferred in favour of Runwal Residency Pvt. Ltd ("**Second Land**"); and,
- Indenture of Conveyance dated 27/12/2019 registered under Serial No. 438/2020 in the office of the Sub-Registrar of Assurances, Kalyan-4. The land admeasuring 4600 square meters was transferred in favour of Runwal Residency Pvt. Ltd ("**Third Land**"). The First Land, Second Land and Third Land in aggregate admeasuring 4,65,228 square metres are collectively referred to as "**the said Land**".

In view of the above documents, Runwal Residency Pvt. Ltd is the **Owner** of the **said Property**, the portion of the said Land.



Adv. Vaibhav Kashinath Gosavi

Om Shiv Sai Chs., Vasantnao Naik Marg,

Sion (E), Mumbai - 400 022.

Roll No.: MAH/1226/2010

Mob. No. : 8655887061

Date : 23.05.2023

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3. 7/12 Extract/Property Card:

The 7/12 Extract/Property Register Cards issued by Talathi of Village Usarghar and Mutation Entries bearing diverse dates have been updated to reflect the name of **Runwal Residency Private Limited** as the Owner/holder of the **said Property**.

4. Searches report for 42 years from 1980 to 2022:

Perused copies of the (a) Search Report dated 24th April 2018 for the period commencing from 1980 to 2018, (b) Search Report dated 24th April 2018 for the period commencing from 1980 to 2018, (c) Search Report dated 6th September 2018 for the period commencing from 1980 to 2018, (d) Search Report dated 8th September 2018 for the period commencing from 1980 to 2018 (e) Search Report dated 13th February 2019 for the period commencing from 2018 to 2019, (f) Search Report dated 13th February 2019 in respect of various Survey Nos. of Village Usarghar for the period commencing from 2018 to 2019, and, (g) Search Report dated 26th September 2020, in relation to the search conducted in the offices of Sub-Registrar of Assurances at Mumbai and Kalyan. (h) Search Report dated 14th December 2021 issued by our Search Clerk in respect of the said Property for the period from 2019 to 2021 (i) Search Report dated 1st June 2022 issued by our Search Clerk in respect of the said Land including the said Property.

2. On a perusal of the abovementioned documents and all other relevant documents relating to the title of the said Property I am of the opinion, that the title of **Runwal Residency Private Limited**, Owner is clear, marketable and without any encumbrances, subject to the qualifications/observations at **Annexure "B"**.

Owner of the **said Property**

Runwal Residency Private Limited –

ALL THOSE pieces and parcels of land bearing Survey no. 52/1, 52/2 of Village Usarghar, in aggregate, admeasuring 1973.41 square metres, lying and being and situate Usarghar Tal. Kalyan, District Thane and bounded as follows;

On or towards North: By Survey no. 95
On or towards South: By Plot bearing 24m wide DP road
On or towards East: By Property bearing Survey no. 95
On or towards West: By Property bearing survey no. 52/1 town hall plot

3. The report reflecting the flow of the title of **Runwal Residency Private Limited**, Owner on the **said Property** is enclosed herewith as **Annexure "A"**.

Yours Truly

Encl:

1. **Annexure-A-** (Flow of the Title of the said Property).
2. **Annexure-B-** (Qualifications to Title).



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Annexure – A

Date : 23.05.2023

Flow of the Title of the said Land.

- (1) Prior to 1996, Premier Limited ("PAL") was the owner of and was absolutely seized and possessed of all those pieces and parcels of land measuring 7,23,449 square metres ("the Larger Land") of Villages Gharivali, Usarghar, Sandap, Sagaon and Sonarpada, Taluka Kalyan in the Registration District and Sub-District of Thane. The First Land and the Second Land forms part of the Larger Land.
- (2) By and under an Indenture of Conveyance dated 27th May 1996 ("PPL Conveyance Deed") executed by and between PAL (therein referred to as the Vendor of the One Part) and Pal Peugeot Limited (formerly known as Kalyan Motors Company Private Limited/Kalyan Motors Company Limited) (therein referred to as the Purchaser of the Other Part and hereinafter referred to as "PPL") and registered with the Office of the Sub-Registrar of Assurances under serial no. 1553 of 1996, PAL sold, granted, transferred and conveyed in favor of PPL, *inter-alia*, the Larger Land for the consideration and in the manner and on the terms and conditions as mentioned therein. Pursuant to the execution of the PPL Conveyance Deed, PPL became the owner of, *inter-alia*, the Larger Land including the First Land and the Second Land.
- (3) By and under a Debenture Trust Deed dated 21st February 1997 executed by and between PPL and ICICI Bank Limited (then known as The Industrial Credit and Investment Corporation of India Limited) ("ICICI Bank") and registered with the Office of the Sub-Registrar of Assurances under serial no. 692 of 1997 ("PPL DTD"), PPL created a mortgage in favor of ICICI Bank (in its capacity as a debenture trustee) over, *inter-alia*, the Larger Land to secure the debentures mentioned therein ("the Debentures") in the manner and on the terms and conditions mentioned therein.
- (4) It appears that defaults were committed by PPL in respect of the Debentures and accordingly, a suit bearing no. 3636 of 1999 ("the said Suit") was filed by ICICI Bank against PPL before the Hon'ble Bombay High Court for, *inter-alia*, enforcement of the mortgage created in favor of ICICI Bank under the PPL DTD.
- (5) By and under an order dated 30th June 1999 passed in the said Suit, the Court Receiver, Hon'ble Bombay High Court ("the Court Receiver") was appointed as the receiver in respect of the Larger Land in the manner set out therein. Thereafter, by and under an order dated 8th February 2002 passed by the Hon'ble Bombay High Court in Notice of Motion no. 3040 of 2001 in the said Suit, the Hon'ble Bombay High Court directed the Court Receiver to sell the Larger Land and the said Notice of Motion no. 3040 of 2001 was made absolute in terms of the prayers as set out therein.
- (6) By and under an order dated 26th September 2005 passed by the Hon'ble Bombay High Court in Company Petition no. 110 of 2000 ("the Winding Up Petition") along with other company



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petitions specified therein, the Hon'ble Bombay High Court ordered winding up of PPL and the Official Liquidator was directed to take consequential steps in accordance with law.

- (7) By virtue of an Assignment Agreement dated 30th June 2005 executed by and between ICICI Bank (therein referred to as the Seller of the One Part) and Asset Reconstruction Company (India) Limited (therein referred to as the Purchaser of the Other Part and hereinafter referred to as "ARCIL") and registered with the Office of the Sub-Registrar of Assurances under Serial no. KLN-5/3484 of 2005, ICICI Bank agreed to transfer and assign in favor of ARCIL the Debentures together with all title, rights, benefits and entitlements of ICICI Bank in relation thereto including any underlying security interests, pledges and/or guarantees for the consideration and in the manner and on the terms and conditions as mentioned therein. It appears that subsequently, ICICI Bank transferred the Debentures to ARCIL.
- (8) Thereafter, it appears that by an Assignment Confirmation Deed dated 1st July 2006 executed between ARCIL (therein referred to as the Seller of the One Part) and MIPL (therein referred to as the Purchaser) of the Other Part, MIPL acquired and became entitled to all the right, title, interest and benefits in 3,10,900 non-convertible debentures of PPL including the beneficial interest in the underlying security interests created in favor of ICICI Bank under the PPL DTD for the consideration and on the terms and conditions contained therein.
- (9) By and under an order dated 4th December 2006 read with the order dated 19th December 2006 passed in the said Suit, a decree ("the said Decree") was passed in terms of the minutes dated 27th November 2006 then attached to the order and marked as "X" for identification ("the said Minutes"). As per the said Minutes read with the orders dated 4th December 2006 and 19th December 2006, a decree was passed against PPL in favor of ICICI Bank and leave was granted to the mortgagees, their assigns, transferees and/or successors to bid for and/or purchase the Larger Land. Provision for set-off in respect of the purchase money and the amount due on the decree was also made in favor of the mortgagee and/or their assigns, transferees and/or successors purchasing the Larger Land. The Court Receiver appointed by order dated 30th June 1999 was directed to act as receiver for the sale of the Larger Land.
- (10) By and under an order dated 7th September 2007 passed by the Hon'ble Bombay High Court in Chamber Summons No. 1160 of 2007 in Suit No. 3636 of 1999, MIPL in its capacity as the debenture holder of 90% or more debentures of PPL, was permitted to bid for and/or purchase the Larger Land on the same terms and conditions as contained in the said Minutes.
- (11) The State of Maharashtra through the Tehsildar Kalyan filed Notice of Motion No. 4699 of 2007 in the said Suit, on account of which, the auction had to be postponed ("GOM Notice of Motion"). In the GOM Notice of Motion, the State of Maharashtra, *inter-alia*, claimed that out of the Larger Land an area set out therein was occupant class 2 land and claimed other relief as set out therein.



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- (12) An order dated 4th March 2008 passed by the Hon'ble Bombay High Court in the GOM Notice of Motion, Notice of Motion No. 4378 of 2007, Notice of Motion No. 4701 of 2007, Notice of Motion No. 262 of 2008 and Notice of Motion No. 716 of 2008 in the said Suit. It was categorically recorded in this order dated 4th March 2008 that the land claimed as occupant Class 2 in the GOM Notice of Motion was 1,82,003 square metres ("**Part B Land**"), more particularly described therein. By the aforesaid order dated 4th March 2008:
- (i) The Hon'ble Bombay High Court directed the Court Receiver to sell a portion of the Larger Land measuring 5,41,446 square metres ("**Part A Land**");
 - (ii) It was made clear by the Hon'ble Bombay High Court that the State of Maharashtra would not be entitled to any claim on the Part A Land upon the sale to the auction purchaser being confirmed, including any claim in respect of unearned income and that the purchaser thereof would acquire clear title thereto; and
 - (iii) The above notices of motion were disposed of accordingly. The GOM Notice of Motion would remain pending only in respect of the Part B Land.
- (13) As the GOM Notice of Motion was pending in respect of the Part B Land, by and under an order dated 30th June 2008 passed by the Hon'ble Bombay High Court in the GOM Notice of Motion, the GOM Notice of Motion was made absolute in terms of prayer clauses (a), (b) and (c) thereof.
- (14) It appears that an appeal was filed against the aforesaid order dated 30th June 2008 in the Hon'ble Bombay High Court being Appeal No. 428 of 2010. By and under an order dated 21st July 2010 passed by the Hon'ble Bombay High Court in Appeal no. 428 of 2008, the appeal was disposed of by consent of the parties and the order dated 30th June 2008 passed in the GOM Notice of Motion was set aside and the Court Receiver was directed that in the public notice with respect to the Part B Land, the Court Receiver would mention that the Court Receiver had received a claim from the State Government made on the basis of the order dated 17th April 2008, passed by the Sub Divisional Officer, Thane, to the effect that the lands which were the subject matter of the notice were occupant class II lands.
- (15) The auction sale was fixed on 15th November 2010 by the Court Receiver in two parts viz. part A consisting of the Part A Land and part B consisting of the Part B Land.
- (16) By its Order dated 14th December 2010, the Hon'ble Bombay High Court fixed two different reserve bids – one for the Part A Land and the other for the Part B Land. The Part A Land was offered to be sold free from all encumbrances and on "as is where is" and "as is what is basis" as regards to its condition.
- (17) MIPL had, by its letter dated 10th December 2010, informed the Court Receiver about its intention to participate and bid in the auction sale in its capacity as the holder/owner and direct beneficiary of 95.69% of the debentures of PPL (in liquidation) and further that in the



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event of it being declared as the highest bidder it would be entitled to and would claim the set off as permitted by the Hon'ble High Court to the extent of its receivables.

- (18) The auction sale was conducted on 16th December 2010 and MIPL submitted an offer of Rs.6,01,00,00,000/- (Rupees Six Hundred and One Crore Only) for the Part A Land, which was the highest offer and was also above the reserve price fixed by the Hon'ble Bombay High Court by its order dated 14th December 2010. The Court Receiver accordingly submitted its report being Court Receiver's Report No. 230 of 2010 ("Court Receiver's Report") in the said Suit to the Hon'ble Bombay High Court whereby the Court Receiver sought directions from the Hon'ble Bombay High Court as set out therein *inter alia* for sanction of the sale of the Part A Land to MIPL and to set off the claim of MIPL in respect of the Debentures held by them.
- (19) By and under an order dated 21st January 2011 passed by the Hon'ble Bombay High Court in the Court Receiver's Report, the bid/offer made by MIPL for the Part A Land was accepted and the sale of the Part A Land was confirmed in favor of MIPL. MIPL was entitled to set-off as the holder of the Debentures and the Official Liquidator was directed to calculate the set-off amount and communicate the same to the Court Receiver.
- (20) By and under an order dated 24th February 2011, the Hon'ble Bombay High Court was pleased to confirm sale of the Part B Land in favor of MIPL for an amount of Rs 125,01,00,000 (Rupees One Hundred Twenty-Five Crore and One Lakh Only). Reference to the order passed on 21st January 2011 was also given in this order. In this order it is recorded that the Government of Maharashtra ("GOM") submitted to the Hon'ble Bombay High Court that it was interested in raising a demand for unearned income in respect of the Part B Land. It was therefore ordered that if the GOM was interested in raising a demand for unearned income in respect of the Part B Land, the GOM should raise the demand on MIPL and MIPL would be entitled to deal with the demand as per the provisions of law.
- (21) Accordingly, the aggregate consideration for the Part A Land and the Part B Land came to Rs. 726,01,00,000/- (Rupees Seven Hundred Twenty-Six Crore and One Lakh Only). By an order dated 5th May 2011 passed by the Hon'ble Bombay High Court in Official Liquidator Report dated 28th April 2011 in the Winding Up Petition, it was directed that MIPL would be entitled to deposit the amount calculated by the Official Liquidator without prejudice to its claim regarding the extent of set-off and on deposit of the same the Court Receiver would proceed with the sale in favor of MIPL.
- (22) Pursuant to the aforesaid order dated 5th May 2011, the Official Liquidator calculated a sum of Rs. 547,28,34,538/- (Rupees Five Hundred Forty-Seven Crore Twenty-Eight Lakh Thirty-Four Thousand Five Hundred and Thirty-Eight Only) which MIPL was entitled to set off against the total purchase price of Rs.726,01,00,000/- (Rupees Seven Hundred Twenty-Six Crore and One Lakh) for the Larger Land i.e., Part A Land and Part B Land. The Official Liquidator vide its letter dated 12th May 2011 communicated the same to MIPL.



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- (23) Thereafter, by a letter dated 25th May 2011, the Court Receiver demanded from MIPL a sum of Rs.148,72,65,462/- (Rupees One Hundred and Forty-Eight Crore Seventy-Two Lakh Sixty-Five Thousand Four Hundred Sixty-Two Only) being the difference between the bid amount (i.e. Rs.726,01,00,000 (Rupees Seven Hundred Twenty-Six Crore and One Lakh Only) and the set off as calculated by the Official Liquidator, and after deducting the amount of Rs 30,00,00,000 (Rupees Thirty Crores Only) already deposited by MIPL as earnest money with the Court Receiver.
- (24) MIPL accordingly paid a sum of Rs. 148,72,65,462/- (Rupees One Hundred and Forty-Eight Crore Seventy-Two Lakhs Sixty-Five Thousand Four Hundred and Sixty-Two Only) vide demand draft no. 507298 dated 8th June 2011 drawn on Syndicate Bank being the aggregate purchase price payable towards the purchase of the Larger Land.
- (25) Accordingly, by and under an Indenture of Conveyance dated 10th January 2012 executed between the Court Receiver (therein referred to as the Vendor of the One Part) and MIPL (therein referred to as the Purchaser of the Other Part) and registered with the office of the sub-registrar of assurances under serial no. 273 of 2012, the Court Receiver sold, transferred and conveyed the Part A Land (including the said Land) to MIPL measuring 5,41,446 square metres (5,41,436 square metres upon actual summing up of the areas of the individual survey numbers given in the schedule to the aforesaid Indenture of Conveyance dated 10th January 2012), in the manner and on the terms and conditions mentioned therein.
- (26) In these circumstances, MIPL became the owner of the Part A Land
- (27) By and under an Indenture of Conveyance dated 10th January 2012 executed between the Court Receiver (therein referred to as the Vendor of the One Part) and MIPL (therein referred to as the Purchaser of the Other Part) and registered with the office of the sub-registrar of assurances under serial no. 274 of 2012, the Court Receiver sold, transferred and conveyed the Part B Land, in the manner and on the terms and conditions mentioned therein.
- (28) Thereafter, pursuant to the order dated 24th February 2011 passed by the Hon'ble Bombay High Court referred to above, notice dated 19th March 2012 ("**First Impugned Notice**") was issued by the Office of the Tahsildar and Executive Magistrate Kalyan to the Talathi Saza, Bhopar for raising a demand of Rs.463,67,52,984/- (Rupees Four Hundred and Sixty-Three Crore Sixty-Seven Lakh Fifty-Two Thousand Nine Hundred and Eighty-Four Only) as set out therein.
- (29) Pursuant to the First Impugned Notice, a notice dated 21st March 2012 ("**Second Impugned Notice**") was issued by the Office of the Tahsildar and Executive Magistrate Kalyan to MIPL raising a demand of Rs. 463,67,52,984/- (Rupees Four Hundred and Sixty-Three Crore Sixty-Seven Lakh Fifty-Two Thousand Nine Hundred and Eighty-Four Only) as set out therein. The



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First Impugned Notice and the Second Impugned Notice are hereinafter collectively referred to as "the Impugned Notices".

- (30) The revenue department was not updating the revenue records to record the name of MIPL as the holder for the Part A Land and Part B Land.
- (31) On account of the Impugned Notices and the leave granted by the Hon'ble Bombay High Court in the aforesaid order dated 24th February 2011, MIPL filed Writ Petition No. 4589 of 2012 before the Hon'ble Bombay High Court to, *inter-alia*, quash and set aside the Impugned Notices and for updating the name of MIPL in the revenue records of the Part A Land and the Part B Land.
- (32) By and under an order dated 14th August 2013 passed by the Hon'ble Bombay High Court in Civil Application No. 1374 of 2013 in Writ Petition No. 4589 of 2012, the respondents therein (including the Government of Maharashtra) were directed to enter the name of MIPL in the government records so far as the Part A Land was concerned. So far as Part B Land was concerned, the name of MIPL was directed to be recorded in the revenue records subject to further orders. The issue of recording the name of MIPL in respect of the Part A land was not subject to further orders.
- (33) The above Writ Petition No. 4589 of 2012 was disposed of by the Hon'ble Bombay High Court by its order dated 11th February 2015 ("Impugned Order"). In this order it was specifically recorded that even as per the Affidavit in reply filed by the GOM in the aforesaid Writ Petition No. 4589 of 2012, the Impugned Notices were only in respect of the Part B Land. In the Impugned Order, the Respondents therein were directed to enter the name of MIPL as the holder in the revenue records in respect of Part A Land and irrespective of any claim in respect of unearned income in respect of Part B Land. It was held in the Impugned Order that the Respondents therein would not be entitled to make any claim against MIPL including the claim of unearned income in respect of the Part A Land. The Impugned Notices were set aside with liberty to the appropriate authority to raise appropriate demands in respect of the Part B Land after issuing show cause notice to MIPL and after giving an opportunity of being heard to MIPL.
- (34) Against the Impugned Order, MIPL has filed the Special Leave to Appeal (C) No. 9507/2015 ("MIPL SLP") before the Hon'ble Supreme Court, in which, MIPL has only challenged that part of the Impugned Order which permitted the appropriate authority to raise demand of unearned income on MIPL for the Part B Land after giving an opportunity of being heard to MIPL and that part of the Impugned Order that held the Part B Land was occupant Class II land. Similarly, against the Impugned Order, the GOM has filed the Special Leave to Appeal (C) No. 23387/ 2015 ("GOM SLP"), where the GOM has challenged only certain sections of the Impugned Order pertaining to the Part B Land being clauses B, D, E, F and G of the Impugned Order. So far as the Part A Land is concerned the portion of the Impugned Order directing that the GOM cannot make any claim in respect of the Part A, including claim that



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the no unearned income is payable in respect of the Part A Land and that the Part A Land is occupant Class 1 land has specifically not been challenged.

- (35) By and under an Order dated 1st April 2015 passed by the Hon'ble Supreme Court in the MIPL SLP and by and under an Order dated 10th August 2015 passed by the Hon'ble Supreme Court in the GOM SLP, the Hon'ble Supreme Court directed all the concerned parties to maintain status-quo.
- (36) By and under a Debenture Trust Deed dated 13th March 2012 executed by and between MIPL and Axis Trustee Services Limited ("**Axis**") acting as the Debenture Trustee with respect to the Secured Redeemable Non-Convertible Debentures ("**NCDs**") issued by MIPL on a private placement basis in the manner and on the terms and conditions as mentioned therein and registered with the Sub-Registrar of Assurances under Serial no. 6085 of 2012. MIPL secured the re-payment of amounts/redemption of the NCDs, *inter alia*, by way of a valid English Mortgage created in favor of Axis Trustee Services Limited (acting for the benefit of the debenture holders) on the Larger Land. NCDs were issued in 2 (Two) Series viz. (a) First Series being for an amount of Rs. 75,00,00,000/- (Rupees Seventy-Five Crores Only) as subscribed by Tata Capital Financial Services Limited ("**TCSFL**") ("**First Series**") and (b) Second Series for an amount of Rs. 100,00,00,000/- (Rupees One Hundred Crore Only) as subscribed by various other debenture holders ("**Other Debenture Holders**") ("**Second Series**")
- (37) By and under a Mortgage Deed dated 9th January 2013 executed by and between Canara Bank, Gammon India Limited ("**Gammon**") and MIPL and registered with the Sub-Registrar of Assurances under Serial no. 185 of 2013, Canara Bank granted loan of an amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only) ("**Canara Bank Loan**") in favor of Gammon in the manner and on the terms and conditions as mentioned therein. The repayment of the Canara Bank Loan was secured by MIPL by way of a third-party English mortgage on the Part A Land, ranking pari-passu with the mortgage created in favor of Axis Trustee Services Limited.
- (38) In or around 2014, MIPL entered into negotiations and discussions with Runwal for the purpose of selling an area measuring 65 acres equivalent to approximately 2,60,000 square metres forming part of the Part A Land ("**the Suit Property**")
- (39) Accordingly, an Indenture of Conveyance was executed by and between MIPL and Runwal on 30th September 2014 and deposited in escrow with M/s. Kanga and Co. in respect of the sale and purchase of the Suit Property for such consideration and in the manner and on the terms and conditions as mentioned therein. An amount of Rs. 70,00,00,000/- (Rupees Seventy Crore Only) was paid towards as and by way of part payment towards the consideration as mentioned in the aforesaid Indenture of Conveyance.



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- (40) In pursuance of the aforesaid Indenture of Conveyance *inter-alia*, a Specific and Limited Power of Attorney was executed by MIPL in favor of Runwal on 30th September 2014 and deposited in escrow. By and under this Specific and Limited Power of Attorney, Runwal was authorized by MIPL to do various acres, deeds, matters and things in respect of the Suit Property.
- (41) On account of certain disputes and differences between Runwal and MIPL, a Suit bearing No. 431 of 2015 ("**Runwal Suit**") was filed by Runwal for the purpose of seeking *inter-alia* specific performance of the agreement entered into between Runwal and MIPL in respect of the Suit Property. Axis Trustee Services Limited and Canara Bank filed Notice of Motion No. 1185 of 2016 and Notice of Motion (L) No. 1284 of 2018 respectively in Suit No. 431 of 2015, *inter alia*, for the purpose of seeking intervention in this suit.
- (42) By and under an Order dated 23rd July 2015 passed by the Hon'ble Bombay High Court in Notice of Motion (L) No. 666 of 2015, an order of status-quo was granted in respect of the Suit Property in favor of Runwal subject to deposit of an amount of Rs. 263,00,00,000/- (Rupees Two Hundred and Sixty-Three Crore Only) by Runwal in the Hon'ble Bombay High Court.
- (43) This Order of 23rd July 2015 was challenged by Runwal in Appeal no. 595 of 2016. By and under an Order dated 27th October 2016 passed by the Hon'ble Bombay High Court in Appeal no. 595 of 2016 read with the Order dated 14th December 2016 passed by the Supreme Court in Special Leave Petition (Civil) no. 034177 of 2016, status-quo was granted in respect of the Suit Property subject to deposit of an amount of Rs. 100,00,00,000/- (Rupees One Hundred Crore Only) by Runwal in the Hon'ble Bombay High Court. This amount of Rs. 100,00,00,000/- (Rupees One Hundred Crore Only) was deposited by Runwal in the Hon'ble Bombay High Court on 9th January 2017.
- (44) Further, on account of disputes and differences, a suit was filed by Runwal Heights Private Limited ("**RHPL**") initially before the Civil Judge, Senior Division, Kalyan being Suit No. 87 of 2015 against MIPL, which pursuant to an order dated 11th January 2017 passed by the Hon'ble Bombay High Court in Miscellaneous Application No. 3 of 2016 was transferred before the Hon'ble Bombay High Court being Suit No. 424 of 2017 ("**RHPL Suit**") for the purpose of seeking *inter-alia* specific performance of agreement entered into between RHPL and MIPL in respect of the property mentioned therein being (a) portion of Part A Land and (b) Part B Land..
- (45) On account of default on the part of MIPL in redeeming the NCDs, a Commercial Suit bearing no. 179 of 2017 was filed by Axis (on behalf of TCSFL) against MIPL before the Hon'ble Bombay High Court ("**Axis Suit**") for the purpose of seeking *inter-alia*, recovery of the amounts due and payable by MIPL arising out of First Series and as more particularly mentioned therein. By and under Orders dated 9th March 2017 read with Order dated 4th April 2017 passed by the Hon'ble Bombay High Court in Notice of Motion (L) No. 13 of 2017 filed



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in Commercial Suit No. 179 of 2017, the Hon'ble Bombay High Court directed MIPL to maintain status quo with respect to the Larger Land till the hearing and final disposal of the Axis Suit ("Axis Suit Orders").

- (46) On account of default on the part of MIPL in repaying the Canara Bank Loan, Original Application No. 637 of 2018 ("Canara Bank Application") was filed by Canara Bank before the Hon'ble Debts Recovery Tribunal, New Delhi for the purpose of seeking *inter-alia* recovery of the amounts due and payable under the Canara Bank Loan. By and under an Order dated 30th May 2018 passed by the Hon'ble Debts Recovery Tribunal, New Delhi in the Canara Bank Application, status-quo was granted *inter-alia*, in respect of the Part A Land ("DRT Order").
- (47) A Commercial Suit no. 296 of 2016 ("MIPL Suit") was filed by MIPL against Runwal and RHPL for the purpose of seeking *inter-alia* damages and such other reliefs as mentioned therein.
- (48) Pursuant to various discussions and negotiations between Runwal, MIPL, Axis, Canara Bank and RHPL *inter-alia*, MIPL agreed to sell (i) **the First Land**, and (ii) **the Second Land**, in favor of Runwal and RHPL and Runwal and RHPL agreed to purchase the First Land and the Second Land from MIPL with the consent of Axis and Canara Bank and accordingly, Consent Terms were filed in the Runwal Suit on 6th August 2018 ("**Runwal Consent Terms**") between Runwal, MIPL, Axis, Canara Bank and RHPL for the purpose of recording *inter-alia*, the terms and conditions for the sale of the said Land and payment of consideration in respect thereof and release of the mortgage and charge of Axis Trusteeship Services Limited and Canara Bank on the said Land. Consent Terms were drawn in two parts viz. (A) Part A in respect of the First Land and an order passed thereon by the Hon'ble Bombay High Court on 6th August 2018, which was modified by an Order dated 21st September 2018, and (B) Part B in respect of the Second Land and an order passed thereon by the Hon'ble Bombay High Court on 6th August 2018, which was modified by an Order dated 3rd October 2018.
- (49) So far as the First land is concerned (i.e. Part A of the Runwal Consent Terms), pursuant to Part A of the Runwal Consent Terms read with the Orders dated 6th August 2018 and 21st September 2018 passed therein *inter-alia*, (a) Axis and Canara Bank released their charge/mortgage on the First Land and the decree drawn up in respect of the First Land would operate as reconveyance of the First Land, (b) MIPL sold the First Land to Runwal for the consideration and in the manner and on the terms and conditions as mentioned therein and the decree drawn up in respect of the First Land would operate as conveyance of the First Land by MIPL in favor of Runwal, (c) RHPL agreed to withdraw the RHPL Suit, (d) MIPL agreed to withdraw the MIPL Commercial Suit, (e) Canara Bank agreed that the DRT Order would not operate to the extent of the First Land and (f) Axis agreed that the Axis Suit Orders would stand vacated against MIPL to the extent of the First Land. The description of the First Land is mentioned in the Second Schedule of the Runwal Consent Terms. It was clarified therein that areas were taken as per the revenue records and no right, title and interest was



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retained by MIPL even if there was a difference in area between the title documents and revenue records.

- (50) Pursuant to the Runwal Consent Terms, a Power of Attorney dated 6th August 2018 was executed by MIPL in favor of Runwal in order to authorize Runwal to do all such acts, deeds, matters and things in respect of the First Land as mentioned therein.
- (51) By and under a Possession Letter dated 6th August 2018 executed by MIPL in favor of Runwal the possession of the First Land was handed over by MIPL to Runwal.
- (52) A Decree dated 6th August 2018 was drawn up and sealed by the Hon'ble Bombay High Court pursuant to Part A of the Consent Terms and the orders passed in terms thereof as mentioned above, and pursuant to this decree, inter alia, the mortgages in favor of Axis Trustee and Canara Bank were released and the First Land was reconveyed, and the First Land stood sold and transferred by MIPL to Runwal. This decree has been registered with the Office of the Sub-Registrar of Assurances under Serial no. 13206 of 2018 ("First Decree"). The 7/12 extracts in respect of the survey numbers forming part of the First Land have been updated to record the name of Runwal as the holder thereof.
- (53) By and under an Order dated 6th August 2018 passed by the Hon'ble Bombay High Court, the MIPL Suit was dismissed as withdrawn.
- (54) By and under an Order dated 6th August 2018 read with the Order dated 21st August 2018 passed by the Hon'ble Bombay High Court, the RHPL Suit was dismissed as withdrawn.
- (55) So far as the Second Land is concerned (i.e. Part B of the Runwal Consent Terms), pursuant to Part B of the Runwal Consent Terms read with the Orders dated 3rd October 2018, 5th October 2018 and 6th December 2018 passed therein inter-alia, (a) Axis and Canara Bank released their charge/mortgage on the Second Land and the decree drawn up in respect of the Second Land would operate as reconveyance of the Second Land, (b) MIPL sold the Second Land to Runwal for the consideration and in the manner and on the terms and conditions as mentioned therein and the decree drawn up in respect of the Second Land would operate as conveyance of the Second Land by MIPL in favor of Runwal, (c) Canara Bank agreed that the DRT Order would not operate to the extent of the Second Land and (f) Axis agreed that the Axis Suit Orders would stand vacated against MIPL to the extent of the Second Land. Pursuant to the Runwal Consent Terms read with the Order dated 5th October 2018 passed therein, the Runwal Suit stands disposed of. The description of the Second Land is mentioned in the Second Schedule of the Runwal Consent Terms. It was clarified therein that areas were taken as per the revenue records and no right, title and interest was retained by MIPL even if there was a difference in area between the title documents and revenue records.



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- (56) Pursuant to the Runwal Consent Terms, a Power of Attorney dated 5th October 2018 was executed by MIPL in favor of Runwal in order to authorize Runwal to do all such acts, deeds, matters and things in respect of the Second Land as mentioned therein.
- (57) By and under a Possession Letter dated 5th October 2018 executed by MIPL in favor of Runwal the possession of the Second Land was handed over by MIPL to Runwal.
- (58) By and under an order dated 6th December 2018 passed by the Hon'ble Bombay High Court, the description of the Second Land was corrected in respect of certain Survey Numbers as mentioned therein.
- (59) A Decree was drawn up and sealed by the Hon'ble Bombay High Court pursuant to Part B of the Consent Terms and the orders passed in terms thereof as mentioned above, and pursuant to this decree, inter alia, the mortgages in favor of Axis Trustee and Canara Bank were released and the Second Land was reconveyed, and the Second Land stood sold and transferred by MIPL to Runwal. This decree has been registered with the Office of the Sub-Registrar of Assurances under Serial no. KLN-2/532/2019 ("**Second Decree**").
- (60) The 7/12 extracts in respect of the survey numbers forming part of the Second Land have been updated to record the name of Runwal as the holder thereof.
- (61) Consent Terms were filed *inter-alia*, between Axis, MIPL, Canara Bank, RHPL and Sunder Niwas LLP on 6th August 2018 read with substituted consent terms of 5th October 2018 in the Axis Suit and accordingly, the Axis Suit was disposed of in the manner and as per the terms and conditions as mentioned therein pursuant to orders dated 6th August 2018 and 5th October 2018 passed by the Hon'ble Bombay High Court. Pursuant to the filing of the Consent Terms in the Axis Suit and the aforesaid orders, the Axis Suit Orders were vacated, and the charge of Axis was fully discharged.
- (62) I have been informed that applications have been made by Canara Bank to modify the DRT Order to the extent that the same shall not be applicable and operative against the said Land.
- (63) Accordingly, Runwal became the owner of the First Land and the Second Land.
- (64) By and under an Agreement dated 15th January 2015 executed by and between Premier Limited (formerly known as Premier Automobiles Limited and therein referred to as 'the Vendors') of the One Part and Horizon Projects Private Limited (therein referred to as 'the Purchasers') of the Other Part, Premier Limited sold and transferred the Third Land being land bearing Survey no. 37/21 of village Gharivali measuring 4,600 square metres in favor of Horizon Projects Private Limited on an 'as is where is basis' for the consideration and in the manner and on the terms and conditions as mentioned therein.



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(65) Thereafter, by and under an Indenture of Conveyance dated 27th December 2019 ("37/21 Conveyance Deed") executed by and between Premier Limited (therein referred to as the "Vendor" of the First Part), Horizon Projects Private Limited (therein referred to as the "Confirming Party" of the Second Part), and Runwal (therein referred to as the "Purchaser" of the Third Part) and registered with the office of the Sub-Registrar of Assurances under Serial no. 438 of 2020, Premier Limited alongwith the confirmation of Horizon Projects Private Limited granted, conveyed, transferred, released, assured and assigned in favor of Runwal, the Third Land being land bearing Survey no. 37/21 of village Gharivali admeasuring 4,600 square metres (Third Land) for the consideration and in the manner and on the terms and conditions as mentioned therein.

(66) Accordingly, Runwal became the owner of the First Land, Second Land and Third Land in aggregate admeasuring 4,65,228 square metres are collectively referred to as "the said Land". The said Land is inclusive of the said Property being Survey no. 52/1(pt), 52/2(pt) of Village Usarghar, in aggregate, admeasuring 1973.41 square metres, lying and being and situate Usarghar Tal. Kalyan, District Thane and bounded as follows;

On or towards North: By Survey no. 95
On or towards South: By Plot bearing 24m wide DP road
On or towards East: By Property bearing Survey no. 95
On or towards West: By Property bearing survey no. 52/1 town hall plot

1) **7/12 Extract:-** The 7/12 extracts have been updated to reflect the name of Runwal Residency Private Limited as the owner of the said Property.

2) **Mutation Entry:-** Same as stated in serial no. 1 above.

3) **Search Report -** Perused copies of the (a) Search Report dated 24th April 2018 in respect of various Survey Nos. of Village Gharivali for the period commencing from 1980 to 2018, (b) Search Report dated 24th April 2018 in respect of various Survey Nos. of Village Usarghar for the period commencing from 1980 to 2018, (c) Search Report dated 6th September 2018 in respect of various Survey Nos. of Village Gharivali for the period commencing from 1980 to 2018, (d) Search Report dated 8th September 2018 in respect of various Survey Nos. of Village Usarghar for the period commencing from 1980 to 2018 (e) Search Report dated 13th February 2019 in respect of various Survey Nos. of Village Gharivali for the period commencing from 2018 to 2019, (f) Search Report dated 13th February 2019 in respect of various Survey Nos. of Village Usarghar for the period commencing from 2018 to 2019, and, (g) Search Report dated 26th September 2020, in relation to the search conducted in the offices of Sub-Registrar of Assurances at Mumbai and Kalyan (h) Search Report dated 14th December 2021 issued by our Search Clerk in respect of the said Land including the Said Property for the period from 2019 to 2021 (i) Search Report dated 1st June 2022 issued by our Search Clerk in respect of the said Land including the said Property

4) **Any other relevant title:-**

a. Amended Order dated 21/09/2018 passed by the Hon'ble Bombay High Court in Suit No. 431 of 2015 and registered under Serial No. 13206/2018 in the office of the Sub-Registrar of



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- Assurances, Kalyan-2. The land admeasuring 2,60,628 square meters was transferred in favour of Runwal Residency Pvt. Ltd ("**First Land**");
- b. Amended Order dated 05/10/2018 passed by the Hon'ble Bombay High Court in Suit No. 431 of 2015 and registered under Serial No. and 532/2019 in the office of the Sub-Registrar of Assurances, Kalyan-2. The land admeasuring 2,00,000 square meters was transferred in favour of Runwal Residency Pvt. Ltd ("**Second Land**"); and,
- c. Indenture of Conveyance dated 27/12/2019 registered under Serial No. 438/2020 in the office of the Sub-Registrar of Assurances, Kalyan-4. The land admeasuring 4600 square meters was transferred in favour of Runwal Residency Pvt. Ltd ("**Third Land**").

The First Land, Second Land and Third Land in aggregate admeasuring 4,65,228 square metres are collectively referred to as "**the said Land**" inclusive of the said Property being ALL THOSE pieces and parcels of land bearing Survey no. 52/1(pt), 52/2(pt) of Village Usarghar, in aggregate, admeasuring 1973.41 square metres, lying and being and situate Usarghar Tal, Kalyan, District Thane and bounded as follows;

On or towards North: By Survey no. 95
On or towards South: By Plot bearing 24m wide DP road
On or towards East: By Property bearing Survey no. 95
On or towards West: By Property bearing survey no. 52/1 town hall plot

5) **Litigation – NIL.**



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Annexure - B

- 1) First and exclusive charge by way of mortgage in favour of IndusInd Bank Limited, registered vide Indenture of) Mortgage without Delivery of Possession dated 19th July 2022 and registered with the Office of the Sub-registrar of Assurances, Kalyan 4 under Serial No. 9786/2022 has been created, over all those pieces and parcels of land or ground admeasuring 4,65,228 square meters, inclusive of the said Property bearing Survey no. 52/1(pt), 52/2(pt) of Village Usarghar, in aggregate, admeasuring 1973.41 square metres, being and situate at Village Usarghar in the Registration District and Sub-District at Thane.
- 2) Due compliances with the terms of RERA.

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