Wadia Ghandy \& Co.
ADVOCATES. SOLICITORS \& NOTARY




$1^{2}$ October, 2016

## ADDENDUM TO TITLE REPDRT

To,

SWAYam Realtors ano Trabers lle<br>difarathon Futurex<br>N.M. Joshi Viarg<br>Lower Parel<br>Mumbai 400013

Atth: Mr. Mayur Shah

Re: All those pieces or parcels of land bearing Cadastral Survey Nos. 1798, 1611840 and 1241 of Eycula Division admeasuring in aggregata $49,422.81$ square melers or thereabouts situated at Byculla at the junction of Tant Pakadi and Water Streets in the City and Island and reglstratlon Sub-District of Bombay ("the said Land")

1. We refer to our Tites Report dated 7": July 2014 ("Title Report"), a covy v.hereof is annexed hereto and marked as Annexure " $A$ " ""the Titio Report") iseued by us in favir, of Swayam Realtors and Tradars LLP ("SRTL') where we had investigated ta t:th to the said Land. Capitalized tarms used but ret defined hercin will have the some mearing as ascribed to these lems in the Title Repot.
2. We have been requested by our client, SRTE. to apdote the Title Report.

## A. STEPS

With respect to updalion of the Title Report, we have undertaken the following steps:

1. For the purpose of issuing tie Tille Raport we ind perused (a) original citle deeds (a iist wheredf is sel out in Part A of Arnexure ' $A^{\prime}$ : is the Tizle Report! with respect to the said Land, and (b) deeds and documents as per the list set olt in Pan B of Annextre "A" lo the Title Report. Pursuant to creation of the mortgage vide :he said Piortgage Deed \{deired kelow). SRTL has vide a jetfer dated $17^{\text {bh }}$ Septornter, 2014 addressed to Holising Develop.ment Finence ©orporation Lirnuled ("HDFG") denosited tho original title docds with
respect to the said Land win HDFC. A list of the tilie demds deposited whth HDF아 ls set out in Part A of Annexure " $B$ " hereto.
2. We have perused the orbinal of the btle documents as set cut in Part B of Annexure "B" hereto.

3 We have perused copies of deeds and documerts set out in the body of the repor and as per the list sol out in Annexure " C " herets.

4 Causec updated searches lo $\mathfrak{k e}$ underlakeil al the office of Sub-Registrar of Assurarces form 2014 (jikl 2016.
5. Caused searches to be undartakin at the Registrar of Companies ( ${ }^{2}$ ROC') for SRTL.
6. Perused Property Register Cards wilh respect to the sand Land.
7. Examined the Developement Plan remark with respect to line said Land as set out Lelow.
8. We have re:led on the dectaratlon daled $1^{\text {si }}$ October. 2016 issued by SRTL with respert io ce:tan m:attert pertainung to its tille to the said Lami.
9. We rave nol issued fresh public notires to invite abjucliants and claims with respect to the said Land.

## B. DISCLAIMERS

1. We have at the instructions of gur client mornty updated the Title Repori as specifed therein and this Report does not acoless any oiner issue.

This Report necessarily depends on the documents fumished to us astd Ine information provided to us during the course of our discussigns and responses to our requisitions, being true. complete and accurale, which we have assumed to be the case
3. For the purpose of this Report, we have Inrough our search clerk, conducted searchos at the Ofiee of the Sub-Registrar of Assuranees, Mumbai from 2014 to 2016 Hovever, searches at the offce of the Stb-Registrar o: Assurancss are stibject to the avalabiilty of records.
4. For the purpose of this Report, we have also caused searches to te conducted of the records of the Registrar of Companies as specified herein below. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.
5. We have not formed any opinion en the approvals and sanctions granted required firm the concerned authorities fer the development ar construction on the Property or any part thereof.
6. This Report ins been prepared in accordance s wilt and is subject to the laws of India

## C. UPDATION

1. By and under a letter dated $25^{\circ}$ February 2014 addressed by SRTL to the Collector, Thane Collector Office, SRTL stated that it is defying the foundation for construction in accordance will h tho permissions obtained from concerned authorities. SRTL further stated lat the applicability of 'royalty' for digging the foundation of the building has been challenged in count, and hence, SRTL was riot required to pay any premium and. in the event, an order was passed by the Horrible Bombay High Court or the Supreme Count. SRTL undertook to pay the same as per the ayillcable rates.
2. By and under a Mortgage Deed dated $5^{\text {h }}$ September 2014 executed between STRL therein referred to as the Mortgagor and HDFC therein referred to as the Mortgage, and registered with the office of the sub-regisfar of asslifatices under Serial No. PRE-
 square metres and more particularly destritoci therm in favelir of HDFC to secure the loan specified therein, on the terms and cond:thas more particularly slated therein ("Mortgage Deed'). SRTL has declared that SRTL has not committed any breach under the Kiprigage Deed and no notice has been issued to SRIL by HDFC alleging any breach or seeking to enforce the mortgage.

By and under a Declaration dated 27i7 October 2014 made by SRTL in favour of tine Municipal Commissioner, registered with: the office of the sub-registrar of assurances under serial no. 9041 of 2014, SRTI. has usidetaken that the decision of the Utes: Development Department on the clarification sought by MCGMA with respect to 20\% inclusive housing would be binding on SRTL and would be complied with before asking
for commencement certificate of Whinge C and D or the Government clarification， whichever was earlier

4．By and under a latter dated $10^{17}$ December 2014 addressed by MUCiN to Wis．Matrix （Architects \＆Engineers）with a copy marked to，inter－alia，SRTL：MACGM stated that the proposal subreilted by SRFL far joint develcuprient of the Lasasohold Land and the Freehold Land as get out therein，could not be considered and that the layout clan had to be amended by relocatirg an equivalent area of the leasehold land on one side of the plot with the prior NOC from the Estate department of MCGM A copy of this letter was also marked to the Building Proposal Deparmerit of MCGBM directing the Building Proposal Department to issue a stop work notice with respect to the further epnsiruction． Accordingly．a stop work notice was issued on Ire Janu的y， 2015 by MCGM．Pursuant to line meeting dated 31 st March 2015 held at the office of the Hontble Municipal Commissioner，as recorded in the minutes of meeting dialed Gid April， 2015 read with letter dated $8^{\text {th }}$ April， 2015 addressed by MCGM，the stop work notice issued on $3^{n}$ January． 2015 was revoker SRTL ias declared that presently there is no stop work notice in matter and that the above revocation has nit been set aside．In the minutes of the meeting cited $5^{17}$ April． 2015 it was recorded that the construction of Building 1 was on a portion of the Freehold bald nat forming paris of the portion which was proposed to be carved out for relocation of tho Leasehold Land．In the minutes it was also recorded that SRTL had to comply with the requirements of the Estate Department for the relocation of the leasehold plot．

5．In a letter dated 214 March 2016 addressed by the MCGM（Secretary Department）ta the Administrative Committer，MCGM，reference has been made to a resolution dated 16 ＂ March 2016 passed by tine Improvement Committee of the MCGM and in a separate letter dated $21 *$ March 2016 addressed by MOGM4（Secretary Department）to the Adminisiratwe Committee，reference has been made to the resolution of tho MCGM bearing no． 1651 passed on $17^{10}$ March， 2016 Pursuant to the aforesaid resolutions the following was resolved：
a）A portion of the leasehold plot bearing CTS Nos．1798， 1615640 and 1841的mesguring 12．016．E2 square meters identified on tie plan and dcmartatod in red colour thereon was to be transferred in favour of SRTL ails payment of transfer fee and in lieu thereof SRTL was io transier a portion of the freehold lend demarcated on the plan in yellow colour to MCGM．
b) The lease rem was to be fixed as per Setrioris 92 (c) and 92 (ce) of the Municipal Corporation for Greater Mumixai Act, 1989.
c] A cne-time premuln was to be charged for change of user, resjevelopment ardi for leasd to be executed in favour of the pronosad sotuety.
6. The Cornpany has declared that necussary rincuments for giving effect to the exchange mentioned above have not yot bcen executed and upon completion of the exchange and execulton and registration of the necessary dccuments. tie dascriptipn of the Freehoki Land and the Leasehold Land will unjergo a change.

7 Pursuant to a letter datod $2 \vartheta^{17}$ February 2016 addressed by MCGM to SRTL, MCGM called upon 5RTL to make payment of transer premtim in respeca of the Leaseiold Land amounting to Rs. 3,55 60,8051- (Rupees Three Crore Fifty Five L.akh Sixily Thousand Eight Hulsdred and Five only) along with inrercst thereop at Ihe rate of $12 \%$ (twelve) per annum
 was eddressed by MCGin to SRTL for cayritern of the aforesaid transfer premium along with interest.
B. Under cover of its letter dated $2^{\text {nit }}$ May 2019 addressed by SRRL to the Asst. Commistoner (Estate), MCOM. SRTL made payment of the aforosaid amount of Rs. 3,55, $\mathbf{B 0}, \mathrm{g} 051$ - (Rupees Three Crore Fitty Five Laikh Sixly Thousand Eight Hundred and Five ondy). In this letter SRTL sialed that !he lransier premium was net payable since the transfer of land from KMCL to \$RTL was pursuant to the proceedings under the Sick Iriussial Companios (Special Pidust:onts) Act, 1985 i.e. by op=ration of law.
9. By and under a letter datai $2^{\text {rd }}$ May. $20 / 6$ adciessed by MCGM io SRTL, MCGM acknowledged receipt oi the transfer premium ancunt of Rs. 3, $\mathbf{5} 5,60,805 \%$ - (Rupees Three Crore Fitty Five Lakh Sixty Tgcusand Eight Hiundred and Five only) from SRTL and called ирD: SRTL to make paymerit of interest amourting to Rs. 1,58.64,9s0)- (Rupees One Grore Fifty Eight Läkh Sixiy Four Thousand Nine Hundred and Ninety only).
10. Under cover of its letter dated $\mathrm{g}^{\text {h }}$ May. 2016 addressed by SRTL lo the Asst. Gormissioner (Estate), MCGM. SRJL made payment of the efpresaid arroun! of Rs. 1.58.64,990\%. (tRupees One Crore Fifty Eight La'sh Sixty Four Thousend Nine Hundred end Ningly only', withost prejudice to its rigits.
11. By and under a registerod Undertaking dater $31^{\text {xi }}$ Marein 2016 made by SRTL in favour of the Munctipal Commissioner, MCGM, registered with the office of the sub-iegistrar of assurances under serial no. 1981 oi 2016. SRTL agreatito abide by the final decision passed by the competent counts of authority in respect of royalty matter and agreed to indermnfy and keep indomn,fied MCGM in this regard SRTL has declared that it has not recelved any leter till date from any authority cemanding payment of any royalty.
12. By and under an undertaking dated $16^{17}$ April, 2016 given by SRTL to the Misnicipal Commissioner and registared with the office of the sub-regisirar of assurances under Gerial No. BEE-2 / 3662 of 201\$ SRTL agreed to be bound by the final decision passed In Writ Petition No. 1251 of 2014 filed tivibie the Hon'ble Bombay High Court. SRTL also acknowledged that any NOC issued by MCGM to SRTL for transfer $/$ frodelelopment of the leasehold land would be without prejudite :o therghts of WCGM as stated therein SRTL has declared that SRTL is not a party to Wrill Petition No. 1251 of 2014. Tr:is Writ Pelition along with cerfain other Writ Petitions hare challenged, intor alia, the amendment of the Municipal Corporation of Greater Phumbai Act. 1 RBB by the Municipal Corporation (Amendment and Validation) Act, 2011 (Maharashira Act Ne. XX of 2012) rolaling Io levy of Iransfer premium on transiers of leasembio rights where the MCGM is a fessor. SRTL has declared tiat no separale proseeding has buzit filed by SkrL lo challenge the amendment of the Mantepal Corporation of Greater Mumbai Act: 1 ges by the Municipal Corporation (Amendment and Valitation) Acl, 2011 (Maharashtra Act No. XX of 2012).

## D. APPROVALS

1. By and under a letter dated 5lit Decemier, 2011 issusd by the MCGM. Tajfra Control Branch. MCGM has statci that the proposi=l to develop a public parking lot would be considered on the terms and tanditiens mestioned therein.
2. By and under a Letter dated $13^{3 r}$ October 2014 bearing No. EB/570GtEA addressed by MCGM in favout of M/'s. Matrix (Architect), MCGM has granted ils arproval to line amended plans for building no. 1 as specified and on the terms and tondisons therein.

3 By and uncer a Letter cated 1 gh Dotober 2014 bearing No EB/4B20IE/AL avdressed by MCGM in faviur or Mis Matrix (Architsch), MCGM1 has granted its approval to the amended layout plan mentioned therein, or the 1emis and cianditions do more parliculariy stated therein. It was monl:onod therem that :he proposed structures on the leaser.old plot and the freehois plot would be distinct and the FSI on the Icaschold plot would not exsend

What was permisalbse under the DCR. II was also mentioned that tIMe terms and condialons mentioned in the layout approvals dato $6^{n}$ August 2009, git: November 201D and $14^{19}$ April 2011 hag to te complied with.
4. By and under a Letter dated $25^{1 \mathrm{ln}}$ November 2014 bearing No. Dy.Eh.E/P-647/Traffic addressed by MCGM (Office of the Dy, Ch. Eng. (Traffic) in favour of Mrs. Matrix (Architect), the authority mentioned that the parking layout plans had been scrutinized ald the remarks and usual conditions were specified therein.
5. By and under a Letter paled $4^{* 1}$ August, 2016 bopping No. EB/4a20 NERAL addressed by MCGM in favour oi M's. Matrix (Architect, JuICGM has granted its approval to the atnendes layout plan mentioned therein, on the terms and conditions as more particularly stated therein. If was menilaned therein that the FSI on the leasehold plot would not exceed what was permissible under the DCR. It was also mentioned that the lems and conditions
 2011 and $18^{\text {* }}$ Octatios 2014 had to te complied with

## E. DEVELOPMENT PLAN REMARK

On perusal of the [PF Remark issued by MCGld dated $4^{47}$ April 2015 bearing no. CHE/951/DpCity'E, we find that lie said Land is affected by the reservation of Retention Activity and the said Lend is situated in the Residential Zone. The said DP Remarks also states that:
(a) Separate remarks should be obtained as per draft development plan 2034 from the office of the Town Planning Dificer.
(b) The said Land falls wilnin 30 meters of the central railway buffer tone and accordingly, separate remarks should be attained from the concerned authonty. Railway NOC shall be obtained before any development is carried out on the said Land.
(c) The said Land falls within 505 meters of the Byculla District Jail and hence. permission of the standing consulting committee shall be obtained before granting any permission for development.

(d) The said Land partly fals under East Agriparia (North \& South) Estete Scheme No. 32 hance spectic remarks should be obtaned from the Assistant Commissioner (Estates) before any development on the plot.

The aforesaid DP Remark was yalid for a pericd of 1 (one) year from the date of issue.

## F. LITIGATION

t. As manlianed in the Title Report Writ Petitior No 2960 of 2003 has been filed is the Hon'ble Bombay High Court by Khalau Mills Kamger Committee inter afie challenging the Closure Order and the Review Order cated $3^{\text {'H }}$ April 2008. By and under an order dated 17' March 2009 passed by the Hon'ble High Court, ad-intorim relief whas rejected. The Writ Petition is shown as pending. SP「L has declared that no further orders have been passesi therein, save and excopl propedural orders

## ©. REVENUERECORDS

## 1. Gadastral Survay No. 1798

The Property Cardin respect of tho C. S. No. It ist refletts the name of KimCL as the name of the person in beneficia! ownership column and the area of the same is reflected as $31,968.4 \mathrm{~B}$ square meters (comprisixy forás lard admeasuring 27.816 square yards and Municipal Leasehold land admeasuring 10,418 suquare yards) SRTL has to make necessary applications to amend the property reynster card to reflect the narne of SRTL as the person in bencficial ownorship of C.S. No.i7g9.

## 2. Cadasiral Surver No. 16[1840

Trea Proparty Card in re6pect of the L. S No 16:1840 reflects the name of KMCL as the name of the person in beneficial ownership columin and the area of the same is reflected as 5.282 square yards equiva'ent to 4.416 .42 square meters. SRTL has to make necessary applications to amend the property register card to reflect the name of SRTL as the person in beneficial omnership of C.S. No.16rt 840.


## 3. Cadastral Survey No. 1841

The Property Card in respect of the C. S. No. 1 Bit reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as $13,037.91$ square meters (comprising fora land admeasuring 11,629 2. 22 square yards and municipal leasehold land admeasuring :2,764 square yards). SRTL, has to make necessary appilcetions to amend the property register card to reflect the name of SRTL as the person in beneficial chwership of C.S. No. 1841.

## H. SUB-REGISTRAR OF ASSURANCES

The further documents reflected in the updated search report as provided by bur search clerk Mr. Ashish Jợen are listed in Annexura "D".

## I. REGISTRAR OF COMPANIES

As per the search conducted by us at the website of the Registrar of Companies, mortgage has been created by STRL in favour of HDFC os per the Mortgage Deed

## J. SITE STATUS

SRTL is presently constructing wing A of building no. 1 as per the sanctioned dens and Wing $A$ iras been completed till the $10^{71}$ slab. Wing $A$ is being constructed on the Freenold Land and no portion of the FBi of the Leasehold Land is being used towards the construction thereof. There is an existing chaw on a portion of the said Land adrieasuring


## K. CONCLUSION

Subject to what is mentioned above and the Title Report. we are of tho opinion that, pursuant to the Sanction Order and the Sarccioned Scheme, the said Land has posted in SRTL and SRTL is the owner of the Freehold Land and Lessee of the Leasehold Land, subject also to the following: -
(i) Mortgage in favour oi HDFS in lems of the Mortgage Dated.

(iii) Execution of necessary documents between MCGius and STRL pursuant to the relocation of the Leasehold Land as mentioned above
\{iii\} ~ D u e ~ c o m p l i a n c e ~ w i t h ~ t h e ~ t e r m s ~ a n d ~ c o n d i t i o n s ~ o f ~ t h e ~ D e e d ~ o f ~ L e a s e ~ d a t e d ~ $3^{\text {ru }}$ October 1928 including the condition that prior written permission of AdCGitl will be takers for any development on the Leasehold Land;
(iv) Due compliance with the terms and conditions of the Sanction Order and the Sanctioned Scheme;
(v) Due compliance with the terms and condrtioris of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1981 and orders of the Monitonng Committee from time to time;
(vi) Due compliance with tho toms and tonditeons of bill approvals obtained and ta be obtained, including all declarations ara affidavits filed and to be filed in wis regard, from time to times; and
(vii) The undertaking given by SRTL in Writ Petition No. 2449 of $20: 0$

Dated titis $1^{\text {al }}$ day of October, 2016


# Wadia Ghandy \＆Co． —— ADYOCATEL，BOLICITORS \＆NOTARY．．．．－．． 



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$7^{7 \pi}$ July， 2014

## TITLE REPGRT

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Maration Futurex，
N．M．Jotrshl Meng， Lower Parel， Мепbal 4006is


Re：All those pleces or parterts df Ient baaring Cadastral Survey Nos．
 aggreyris 49，422日t equary meters or thereabouth eiturted et Bycular al tho juncllon af Tank Pakand and Wiver Streots in the Cthy and latand ants registration Sulb－［loftelet of Bombay（＂the sald Land


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## A．STEFE

With rasped to the inuacitgution of bite to tioo sald Land，wa have ungertaken the following steps：




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## Wadia Ghandy \& Co.

2. Coused searchas to be undertaicen at the ctifee of Sub-Regelpirar of Absulances for a period of 77 years.
3. Examined the property requaler cardo with respect of the said Lend.
4. Caused searches to be undertaken at thas Regtsirar of Companles (ROCh) for

5. Examined the Demolapmant Plancemarik with mespect to the sald Lend.
6. What respect to the ferts whith eannot be astartalned from the exarnination of puble tecorda, SRTL ant CCPL have furntshed himannalion to that regand and

 and we have felled uport the exme.
7. Wha have lasued puble notios in two nampipera hith respect to the cald Land to inwita objections and ctaing ess apecilied harambelow.
B. DIECl.AM茄ER9
8. We have at tre instructions of our ellent, conducted a tife fivestigation of the s.ald Land for the puppose of lasuing this Report. It is expressly flarthed that thils
 cilent to the satd Land and does not address any other wasue.

2 Thla Ropan necessinizy depsinds on the documents furnghed to us and the intormation provided to us chiting the course of our diechsilions and reaponses to wur tequalilons, being trus, complate and accurble, wifich we hawe asoumed to be the cessa.
3. For the purpose of this Report, we have firigugh our search cierk, canchacted
 searihes at the office of the Sub-Registror of Assurances ara oubject to the svailabliky of records and absa to recortas beting tom and mutillited. We,


## Wadia Ghandy \& Co.

account of such normavalabillty of rexpords or on pcxirmit of recorng haing lom or tmutizaleod.
4. For the purpase of this Report, wa hathe also ceuted seanchan to bee conducted of the records of the Registrar of Camparies as apecified narainbelow.
 the enalablify of recondis on the state of trepeetion. We therefore disctalm enty responalbility tor the combequanimes which may arise on accound of such nor mallatity of recouds on the diate of inspection.
5. We have nat formed aity bpinion on the approvas mid sanciknig granterd required fom the cancemed authorties fix the devalopmant or consituction on the seld Lened or any patt thereol.
 Inola

## C. CHAN CF TILLE

## C.S. No. 17 品

 bebwen Dwarkadama Vussonfee tof the Firat Pant and Khatrau Mowant of tha Secpond Pert and Ihe Klatau RHakenji Gpinning and theaning Comprafory Limited (thereln refarted to es the said Company and herelnafier referred to ws 'Kaxcl') of the Third Part and reqjestared whit me Office of the Sub-Reglatrar of Aenararces under Serfal No. 3A of 1878, the seld Dwarkadass Vussinjee at
 that plece or parite of tand situale lybig and being on the South Side of Heltase

 New Survey No. 3 (772 ('Part A - FIrst Freehald Land') for the congideration and on the temits and condillons at mentioned therein.

 and reghtered with the Olfice of the Sub Regiotrat of Apsurenesa under Serial

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\end{equation*}
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## Wadia Ghandy \& Co.

No. 1174A 1B90, the suld Krishnanath Amberreath Kirtker granted and comveyed unta KMCL, alf that plece or parcel of land slowate bing mind being :ad Eyeufla cammonly called froutla Agipack and within the Regletration Sub

 Frashold Land") For the monsideration and on the terme and canditiont as cmartioned tharain.
3. Ey and under en Inderthre of Conweyente dated $8^{\text {m }}$ Augugt, 1900 exsented
 es the Gorporationt of the One Plarl and KafCL therein referfed to es the Compamy) of the Other Part and regisitered with the offica of the Sub Regratror of Assarmences under Sasial No. 1883A of 1 部0, the Corporstion granted
 ameate to the wast of Helines Fload Byrula In the Regiaftration Distrint and Sub Distrit of Bombey contanding by sdmpaeuremant 5.832 squere yarts equivalent to 4,959.90 squarw meters or thereabouts bearing Now Surwey Nos. 35ab, 35B6 and 38e1 ('Part C - First Freehodd Land') for the conalderation and on the temm and conathions martioned therem.
4. By and under an Inderture of Cominyance daled $2^{\text {ra }}$ Auguat, 1819 enecuted behween Ksrsondas Hargowen Chaitu, Riandas Karoondeg, hocorayt Karsondes, Peimanand Keresurdes and Toolsidas Kersondes (being the mmpr sons of Karsondiae ltargivran Chatitu by thalr father and natural guartisnj) and Memubal (the widow and the helr of Daminder thardhowl Ruplee) (therein neferred to as the Vendoro) of the Fual Part and Gerdmandas *hatiau of the Second Fay and KMCL (thera[n feterred to As the Company) of the Thrid Pert and reglitered with the Office of the Sub Reglitrar of Assurantas under Serfal No. 250BA of 1911, the Vendors thereth argited unto the KMCL (a) al that trisnguler plecs or parcel of land or ground stituate lying and baing on the South side of the Heines Roed Byrulla in the Reqpatruition Sub Distict and Islend of Bombay eadmasuing 0.618 square yands equivatpont to about 5.533 .40 square metere or thereabouts bearing OXd Suivey Nos. 322, 323 and 324and New Survey Nos. $1 / 3474$, $2 / 3473$ and $1 / 3473$ and (b) all that pleate or parcel of Fexenderi lend alturale on the weat eide of and adjolning the band described th (a) abowe within the Reglatration Sub Dlatret and Island of Bompsy admessulity 164 square yarts equlwifint to 137.13 square materis or

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## Wadia Ghandy \& Co.

thermabouts bearing Oil Surwey Nas. 320 and 321 and New Surwey Nb, $3 / 3476$


 Parl C - Firat Freehold Lant and Fart D - Frod Freehodd Land refleats the eanller survey numbers. The Property Regisler Cend in reapent of Catagitil



 earlap euvajs numbara sow contapand to Candesind Survey No. 17es. The Property Fegister Cand in respect of Cadnsiral Sumey Na. 17B8, intar-ailn,

 Regioder Cerd in respect of C.S. No.1789 has incorrectity necorded tha
 chrannstances, the mald Propety Regishor Card needs to be rectified to rafleat the compet oate of the and indenture of Convejarice dsled $5^{\text {DI }}$ Januery, 1678.
B. By and under an Indenture of Conveyante dated $24^{*}$ Junis 1936 axecuted behween tha Munkefpal Corperation of the City of Eombey (therian referied to as the Corporation) of the Firgt Part ans hoon Hope Taunton (thereln reterted to 日s the Commossidner) of the Secand Part and GACL (thersin neferred to ats the Pufthasers) of the Third Pard and regislared with the Offies of the Sub
 Carpatition of the City of Bombey inter alle gremed and crafyed unto Kticl. Plot A admasauring $2,304.3$ square yands equivelamt io $1,924.21$ square melets or thereabouts bearing Naw Suvey No. 3470 (part) and Cadastral
 togethos with all the buildings and structures atanting thereon tor the consixisixition antio the lesmes and conditions as merrioned therein.
7. Part A - Frat Freehodd Land, Pent 白 - Figt Freahald Land, Farl C - Fist Frophoid Lanct, Part D - Fint Freehold Lend ard Part E - Firat Frbahold Land
 as 'the Fintit Freahald Land'. As par the property registor card for C.S. No.

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## WADLA GHANDY \& Co.

47as, the Firit Freehold Lend admeasires 27,816 square yarde equiwalant to 24,258 square midires.

## ㄹ.8. No.

8. By and under an Indenture of Leasa dotoe $3^{\text {m }}$ Ompher, $15 z 8$ executed batheen
 the Elard) of the One Fert and womCL (therein referred to as the Lesspe) of the Othar Piall and reglatered with the afilice of the sthe Regtotrar of Aasurances under Serial No. 5492 of 1828, the Trusters for the Improvernent of the Clity of Bombray. Ifisf alla, demtged urio KNCL all those ning plecess of lands edmeagiring th the aggreqate 10,478 squera yards equiwalient to 8.710 .77 equere matare or thereabouta belrg (i) Plot A admeaguring 4,050 squave yards equivatert to 3,394.69 squpre maters bearing New Survey No. 3478 (peril) and
 whith buldings thereon, (il) Prod Eadmeatoring 432 Bquar yards equinaloft to 361.21 square metssi or thareaboubs bearlig New Sunvey No. 3476 ( part ) and Cadastral Survey Na. 17es (part) of Byculla Owalon together with bultdings thenenn. (d) Plol $\mathbf{E}$ в字measuring 429 square yarda equivalent lo 358.70 вquara meters or thereabouls bearing New Survey No. 3478 (part) and Cadastral Survey No. 1798 (penti) of Byculla Diviston, (iv) Pkot F odmeasaing 2.423 squart yarde equivalem to 2,025. 84 square melers or thereabouts bearing New Surygy No. 3478 (part) mod Cesdastral Sunvey No. 1786 (part) of Byrulta Diviston fogather with buidings theremin, inf Ftot G admeasuring 2, 务i square yardi equbsolent to $1,015.97$ squarp neters of themeabouta begerfry New Surwey No. 3478 (part) and Cedasiraj Suivity Ma. 1798 (مarly of Byalba Otwigion together with bullinge thereon. (v) PIot H admeasuring 354 squins yards equlvaient to 285.58 square mefers or thereabouts bearing New SuNey No. 3477 (part) and Cederaral survory Mo. 1837 of Bycuils Divtsjon together
 yarde equhatent to 328.43 equare meters ar therbabouts beering Now Surky No. 3476 (part) and Cadastral Suiviey No. 1840 (pari) of Bycullea Dhision tongether with a portion anly of buldinge therems, and (wil) Plot K adinassuring 35 square yarde equivalent to 29.28 oquire meters or thereabouts hasing New Survery Mo. 3478 (part) and Cedabtral Survay No. 1798 (part) of Byrulla Dhiston (collectively herelnaflar refersed to ara 'The Frat Leajahold Eand')


## Wadta GHANDY \＆CO．

theman of the Easi Agripada Sath Estata of the Board in the City and lsland and Sub－reglatratifon Distict of Bombery for 白 peried of 999 years conmenctrg
 One Hundired Fify \＄ix onfy） 10 be pald in the manner Etated therean and on the terms and conditions speasfied therimin．SRTL has forilared Unal and the terms and condiltorte of the Deed of Lease dated $3^{\text {d }}$ Ortoner 192年 have been compled by SRTL and there ere ne diaputera antilor notlces bsubd by wCGM or enty of lis departrients wilh regard to the non－complance of the terms and sonditions of the Deed of Lease dated $3^{\text {ri }}$ October 1928.

9．Thaugh tha sald Frot $H$ and Piat $I$ ，ade mentioned in parograph $B$ above，wers forming part of Cadestrol Surway Nas． 1827 and 7 日 40 （part）reapectinaly as par
 Pruperty Registar Card In ruspect if C．E．No．1798，it appears that the game hanve now besm inctudga in C．S．No． 1799.

10．The Firat Freahoid Land and the Frist Leasathold Land eggregeting to 33．6ge． 28 equare metres are coliectivaly hemingiter refenmed to es＂the Firit Land．

## C．s．Ma－18it B40 Frephald Lanfl

11．By and under an indenturs of Comeryance dated $24^{\text {th }}$ Junb， 1938 experied
 the Corporation）of the Figad Patt and lvan ltope Teunton（finerain refarred to en
 Purchmerb）of the Third Part and registered with the Onlice of the Sub Reglitior of Aasumnces under Siriag No． 3743 of 1939，the Bounc： 1 pal Copporation of the Cly of Bombay，infer ellit，grarted and convinibed unto
 melers or theneahouts beafing Mgw Surver No．3481， 3488 （pari）and 3487 （parl）and Cedratral Survey No．16：1840 of Gyeula Division（the Serpind Lend）Iogether with all the buldinge and otructures standing thereen for tirs consideretion and on the temmand conditions as mantioned thereln

DA

## C.8. Nandefy Freehold Land

72. By and uhder an Indentife of Canveyance daleat $24^{\mathrm{B}}$ June, 1938 axecuted
 tio Corporetian) of the First Part and Ivon Hope Teuntor (thargin referred to as the Commksionar) of tha Second Part 的d Kacl (therein fefened to as tha Purchessars) of the Thdrd Parl and meglatored with the Gifica of thee Slib Reqligtras of Ansurances unter Sifiliel No. 3713 of 1998, the Muntaipal Corporetion of the City of Borntay inter ollag granted and comueyed unto Kaicl. (b) Fiot J admeasurint 2, Ens.67 square yants equivalent to 2,432.0\% squara meffert or thereabouts bearing New Suivey No. 3479 (part) and Cadastral Survery No.1941 (part) of Byculta Dhtation and (b) Plot K admensuring 8,920.55 squate yards equividant to 7,458.72 equare mifiews or thereabouts bearing New Suney No. 3489 - 3546 (parl) and 3479 \{pari) and Cedastral Survey No. 1841 (parift of Bycula Divialon aggregidiong to $2,890.73$ square meters (Third Figetrofd Land") thgether with all the bulcfings and structures atanding theron for the canisideration as mentioned tharaln,

## 

13. By and undar an Indeature of Lease dated $3^{\text {II }}$ Octabar, 1828 axecuted betwiean the Trustese for the Improvement of the City of Bombey therain referred to es the Boerd) of the Ons Part and KMCL (therein riferred to at the Lesseo) tr the Ciher Payt and negisterred wilh the office of the Sub Figgivtrar of Abeurances under Sertal No. 3492 of 1988, tha Trustees for the Improvement of the Cily of
 equikalent to $3,300.05$ square meters of theregboute bearing Now Survey No. 3478 (part) and 3548 (parl) and 3547 pert and 3548 and Ceddestral Survey No. 1840 (part) of Byculle Divialon (Third Leasehold Land') togelther with builaings standing thereon of the East Agriperds Sauth Estate of the Board in

 (Rupees Ten Thousend Ona Hundred Fifty Six onty) whe pald th the marmer stated therefn and on tha terms and conditions specifled therein. SRTL hat ceckared that all the telins and candiliont of the Deerd of Lesase dated $3^{3}$ Cutteber 1828 have been cempinded by SRTL and thare are no diaputes andiof notirasa kegured by kaccin or ary of im departmente with regard to Ube nor-
 1928.
14. Tha Proparty Register Card in respect of Ceadetial Survay No. 1841 rebecta a remerk which buggens that allhough the erea of the gatid Pfot $L$ under the
 elter ecrutiniaing the survoy recorde the same wess found to be 3,7e4 tquare yards equibelent to about $3,147.49$ square metera. Furlher, though the said Plos L mas fovring part of Cardastral Suryby No. 1840 ag par the aforesald Interture of Lease deviled $3^{\text {d }}$ Octuber, 1926, on a perusal of the Propety Replater Card in respect of Casdastital Survey No.1849, it appasy that the same has now tran induded in Cedsonimal Survey Ho.1849.
15. The Third Freetbold Land and the Thrd Leasolipld Leand artherasuring \$3,037.92 equare matres in the aggregoto are hereinatisy colluctivaly roferned to as "the Third Lemr'. The Firat Lerst, the Second Land anul fie Third Land ginneaguring, in the 日ggregete, $51,152.62$ square mbitres are hereinaliar coltecturaly refarrad to eq the andd Lans' of which the fieethold land (comprisling the flrel Freehold Land, the Second Land and the Thite Fremthold Land) is $39,294.25$ square mofres and the lessehold lend (campaisintu Frost Lemphold Land and Third Leasehold Landy in 11,658.37 square nearess. The


 hetween KhACL (therein reterred to ms the Lessor) of the Orie Pgol and 1he Bombay Electile Sipply and Tramways Cornpamy Limiled forein refened to ea the Comparyl of the Other Part and registered wilh the Offica of the Sut Registrir of Aspurances under Serial No. 4249 of tess ('Beat leaso Agreentent', MWCL denniged to the Bombery Electric Supply and Tramways Company Limited eal that plece or partal of tand atmeasuring 28.02 square yarde equivaleni to 23.41 square metters or tharasbouta togetion with the Transtomier House standing therear forming a part of the lager tent admeasuring 5,832 square yards and bearing New Surwey Nor. 3589, 3580 and 3681 end Cedastral Surwey No. 1798 of the Bycilla Dhrakon for a perted of to yeark commencing from 1at Janusry, 1937. SRTL has dectared that the BEST Lease Agreament has net been ranwed afler the exply of the aforexald

## Wadia Ghandy \& Co.




 and Ttimways Compary Lmited thareon but the samse heve bean ahandoned anth are not in tran by the Borniby Electic Suppy and Trantway Comparly Lnitted and in no wry fifiect the developmant of the Baide Land.
 Fisa Freahot Land, Iha Second Lind and the Thbrd Freehold Land comprised in tha safd land (TFreshold Land); and (ili) Leassehold rights in respect of the Firsi Leasehodd Land and the Thind Leasahold Land comprised in the suid Land
 aforeald Indartire of Lease dated $3^{x}$ October 1028.

## D. SAkCTIONED SCltFUE


 1989 and ICICI Benk was appointed as the Operating Agerity ('OA') under Sextion 17(3) of SKA.
2. By and inder an Order dated 11 ${ }^{\text {h }}$ January, 2007 passed by the Boarri, the
 wet ext therein ('Banction Order").
3. The coumsed appearing on behaff of Siml Kangid Sangilarsh Seant (onte of the unlons representing the workers) masa a mubmianalon that. Es per the
 of KMCL increspsad, the workare would have a right to cifin a shane In the ploceeros, particularty since the warkers had saculfoed a laye parl of their legal dues and eifice the present valus of the properties of KMCL wite not ehown in Itee saheme, It was not folown as to whal amounts coutd bo reselved by the
 obseaved that ag the paymanl to the workers was being made out of tha ressources maged $f$ being inducted by SRTL wilhout waiting for the development

## Wadia GHaNDY \& Co.

of kicls sutplue lend, the wotkers coutd nat expent to protake all the benefits of dexelopmertit
4. The BIFR further abseryed that llabixiter not diaciowed in the stheme would be the personal responsib审y of the promeiters of MMCL and noukd have is be mat

 Order ("Santiknted Scheme') have been mismioned below:
(a) With eflect ftom the eppoirted dale of 1"April, 200B, the unlts of KAMCL of Cumblal (fother then the lessahodd land at Borinelli) together wifh the
 derrerged on e "going concem brasts" to SRTL. The unit et Mumbal comprised, Anter-atie, the unil al Byeulla and the unit at Bartvali. The eald Lend comis part of the unit at Bycurlay The Sanctioned Scherre, Inter-ala, emriseged that the lend at Byeulhe wituld be develeped in aecordance with the provetenis of Requtation 58 of the Devetupment Control Regulittons for Greater Murnbal، 1991 ("DCR ${ }^{\circ}$ :
(b) SRTL would lasue and alat to every member of KASCL hoteling equity shares in KWRCL, one equity share In SRTL of Rs.10t-each created as fulfy pald up for every 33 (thity thres) ahares of Ro. TDD/- each Fully pald up hadd by such member in the KdicL. The frackomal sharee ynould be gequired by a lrustee who would depl with the same in consultantion with that promaters of KMCL SRTL hess deciared that in trintid of the Sanctioned Schenre ard the Sancimon Ordes, 8RTL, has elatted the requigite number of shares and had filed Forma 2 end 3, as then requirai under the Companles Act, 195e.
(c) SRTL together with the promokers of KMCL enul the pronutars would take up the responslbility fer payman of workers' dues.
(d) As per the Sanctionef Schema SRTL was requires to pary the dues of
 fourtean lakh onky of 6,020 workers a described therein logethar with
epplicajle irterest as was spacified thorein and es per the memoranda of understanding referrec to hereinbelows.
(4) Further. ás per tive Samclianed Scineme. the statulory duas alomg with Lae fixed deposits (wirisipal) were as men;ionerd oelow:

(f) Tho ducs of the secured lenders aggregating to Rs. 315,00,00,0c0f-
 cultoif dale of tha Sarmtioned Scheme wore to be set:led by SRTL through a Debt Asset Swap scheme "DAS Stheme"i as set out in the Senetioned Scheme. Furliner, it was provided that the debenture hridfars mould be paid an amount of Rs.164.28i- (Rupees Ona Hundzed Sixty Four and Twenty Eight paise) per debersluie ar Rs.100- (Rupees Qne
 sanclicning the scherse and the tmclaimed amount tlevealter perlaining to the sad thetrolures would he deposited in an escrow acturit opened for the purpusu ald the debenture bolders would have no further clairn agalnst KNCL or the resuitant company SRFL and the sald arrangement had been approved by tha Toustres of the debenture holders i.e. Staita Eens of India.
6. Thes Sanctioned Schesne also prowded that the fallowing agreembentaz would form part of the Sanctioned Scherme: -

 Aarnhey Privale Umited ("Fibre Eox') thertinatter rafiried to as rRHAS BOIF , and
 botween KMCL. Fibre Box and ©inn Kingar Sangharsh samtll ("OKSs") therelnafler referred to as "eikss MOLF).

The RHMAB MOU and the CK\$S MOU hame been seprarately Eurnmarferd hereinbelow.
7. Flbe Box was an affilate of SRIL and the Senctuned Scheme reconted that the responstilaty of Fibre Box under the Fownds hoU and tis gixss moul towarts the workers mould be satiofled by SRTL
8. In the Sarationed Scheme, the EIFR hase recorded that the Gowernmant of Matarashire should constider the Gunatienied Saherne 时 perr with reconstruction ar demarger of companies under gection 394 of the Companles Act, 1958 for the purpose of the Bombay Stamp Acl SRTL hes dectared that pursuant to tha same, SRTL. has fled an application with the Office sf the Suparintendant of Strmps for adjuditatian of the Sanctioned Order together
 Howewar, no onder hes been passed for the plorposes of adjud|cation of the stamp cuty on the Sanction Order and 1 the Sanetioned Scheme and the said appliteation is presantiy pentring. KWCL had fied an appleation bofora the EXFR beling Mlscentaneous Applleation No. 167 of 2012 (Mlacellaneoua Agplitition). The Alecellenscus Appllostion hes begen citposed of by the BIFR by ita order dated $3^{\text {rit }}$ Jeminary 2013. By its ordar dated $3^{\text {at }}$ January 2013, the BIFR hea, inter-ala, dilected the Bovemment of Maharaghrathe Superimendent of Stamps, Mumbat to carnpy with the provinions comtaned in clause 11.1 D (e) of the Senctioned Schema and calcutate the stomip duty my treating the demerger sancioned under SIGA at par with the reconstruction or demerger of comusanles under seetikin 394 of the Companies Art, 1856 for thee
purpose of the Bombay Stamp Act atco by resjing upan the aforeazild affidevil deted $28^{\text {gi }}$ Junt 2010 . The Govemmert of MahnorishtralSupentriterdent of Stampe, Mumbed had to comply with the
 order dited $\mathbf{3}^{\text {rt }}$ danuary 2033. SRTL has decarred that the Goverment of Matherahidra hasi not vel compled wilh the order dated $3^{\text {th }}$ Jerruary 2013 of the glf.

## E SECURRDLENDERS UNDER IHE SANHOCNEO SCHENE

1. As mentioned above, the twas of the seared lendere aggreagiting to Rs,
 eut-yff dite of tha Senctinned Schemb were ta be setted by SRTL thrmugh the
 were martioned as the becured lendera in respect of, mitw-ala, the saidd Leand
 the seecured tenders in respect of the unit of KMCL et MAHAD.
2. SRTL hes dectared that hiteagd of the DAS Scheme, the dues of the secrured landere (other than the publec daberturse) vera essitgned (pursuraril to tha tollowtry deade of arsignmenti) to CCPL (an afflifis of SRTL), a company
 Office No.2, Ortent Bulliding, 14 Floor, M.G. Road, Negindes Mestert Merig. along with the undarlity gecurty and for me congideration mestioned in the following deeds of assigroment (the Deeds of Acslgnmemt') and KMCL,
 Abelgnment-
(a) Deed of Assignimant dirtod 21" Agrd 2000 execited batween ICICI Penk Limited, CCPL and KMCL. The Died of Assignment wass confilined by i Deed of Declaration dated $f^{\text {an }}$ Jung 2008 marde by KMCL and CCPL and reghatered with the Onims of the Sub Reglatry of Assurancos under Sartil No. 3521 of 2008:
 Insurances Copperailmon of Indis. CCPL, and KACL. The Dead of


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2008 made by KONLL and CCPL and registered with the Office of the Sub Regktrer of Assurances ander Sertal No. 3625 of 2006;
 Destilopmantil Bank of Inde LImited, CCPI, and KHCL. The Deed of
 2008 made ty K1NCL and CGPL and reglstered with the Ofifce of the Sub Registrar of Assurempal unter Seriel No. 3523 of 200B;
(d) Dead of Assignment delead $12^{21}$ Mserch 2007 eracuted between IFCl Limbted, CCPDL and 1OMCL. The Deed of Agsignineri was conflmed by a
 registered with the Ofice of the Sub Reglatrai of Agsuranceat under Gertal No .3522 of $200 \mathrm{~B}_{1}$
(e) Deed of Asstgnimerl daled $11^{\text {th }}$ June 2051 exectited between, Inter-afien, Stato Eank of Inde, CCPL and KMCL. The Deed of Assfintrant mas condimed by a Deed of Deciaristion dried et Jume 2008 made by KMCL find CCPL and realakerd with the Onice al the Sub Reglatras of Absuranctes under Serial No .3526 of 2008; and
(f) Dead of ksalgnmant detand $13^{\text {th }}$ Octaber 2007 ampauted betwean IIBI Hiniled. CCPL, and KMCL. The Deed of Assggniment was conifined by a Deed of Deckaration dated de$^{*}$ June 2000 made by KMCL and CCPL and regigtered with the Office of the Sub Reglstrar of Agsurancess under Seral No. 3524 of 2008
3. As per tre Samctioned Scheme, SRTL wBs alse requifed to setlis the duea of debentive holfere ("the sald Debantures') in the manner provided thaneti. In thia regard, SRTh hat declared that the following letters are releveril, whith evidence paymani towards the eath Debentures: -
(a) Lefter dated $11^{\text {th }}$ February 2014 from UTI Asset Management Comparfy Umited to KMCL, wharein UTI Asset Menemernien Corriparly Linited conftrmed thas its duas had been pald purguath to trensfof of the SRNCDs to CCFL at par tha one-time eettionenl and that there were no outsimaling dues towarde principal andior linteread in mespect of the
same. Thls letter was bsetred by UTI Assat Mancigerigen Cormpary Lirited on beheff of Ull Truside Company Privale Llmithed as well as on
 of Indla, Successona to the emationie Jnit Trust of India unuer the Unit Tnist of insta (Transter of Undertaking and Repeal) Act, 2002 and

(b) Leter dated 2 $2^{\text {ri }}$ June 2008 from Generad insurances Catporation of indias
 bean filly repaid wilh accrued inlareat thereon and there wros no outstanding intionest or prinelpal dus from KNACL in relation to the aforesald dabentimes;
(c) Leter detad tibl June, 2008 eddressed by Life hesurances Cappration of Indla \{"Lrs') to KCMCL whereba LIC has, interatha, mentioned thet es per
 redeened and there wort no mitatanding dues fiom KMCL in seapant theregr, and
 Limited to KWNCL wharein it was mertioned that lie one-time aytidement propesal of KWiCl hasd been approved by ths mampetam authonty. Karcl was called upen io make papment of Ra, 0,00,000f-\{Rupeeg

 Whafen CCPL menitioned thed in had agread to purtrage the debantures of KMEL, apoctied therein held by New Indis Absurance Compeny Limited for a total cormederatfon of Ra, $0,60,0001 /$ (Rupees nine lakh chty thouspand) as indicated by Now Indig Assurancen Compariy Lifnited. A cheque for thal amount was enclosed under correr of the lettor.
4. What regerd to ltag rapayment of the sald Debenture日, SRTL has asso teclared then SRTL has depoolled a sum of Rs. $51,13,973$ (Rupees finy orte lakh thlutean thousand pight hundred anis sewenty taree) in escrow eccount no. 30211967077 wilh the State Bank of Indic, Main Branch, Bombay Samachar
 the geid Debemurrs. SRTL has declared thet SRTL will make payment of the
balence frmount towarda the sald Dabaptures as and whan the haldere of the outstanding debenture hoders appoach SRTL for payment
5. SRTL and CCFL have under sapartate dectarations dectared as under:
 the Sanctioned Scheme heve bean repeld in fill by CCPL on betzalf of SfTL and there are na amourta cus or disputes in this regard and none of these secured lenderafereollors have amy chalm ir charge whatsoewtr foyer the sald Land or any part therexf, and
(5) Notwithotanding enything conkepted in the Deerde of Asslgnmemt, the records maintelned with the Registrer of Companles in fespect of KudCL and the purchase of the debertires by CCPL. CGPL hes na charge, morigage, Hell or celait whenteonver over the said Land or any part thareot and poly morgege or charge assigned in flyour of CCPL purfuail to the Deeds of Assignorxant or cther filinga with the Regisitry of Campankes or ctherwise heve bean released ty CCPL and CCPL to merely an unsexured crectior of SRTL;
6. SRTL has dectared that there are mo mortgoges of encurnberances of any natura whetsoever on the sald Land or any part therear and the the deads, documentis and witinge in respect of the bald Land ess par the details provided In Pert A of Annexure "A' hareto, are in tha sale custody and ceritron if SRTL
 no pergon has aity lien or morigape thereon. CCPL thas dectared theil CCPL doas heth have custody of any orfinal fifte deeds pertaining to the anald Lant or emy pert thereof lincluling the trite deeds, documents and wiftings th respect of the Land as per the details provided in Part A of Anmevrite ' A ' harato whather as a custorlan, trustee, amarliy holder or olherwise hownower.
7. As par 1hes eserich ganducted at the website of the Miristry of Company ARkars In respera of Swayam Realhars and Traderg Umited on $8^{\text {th }}$ May 2012 and $30^{\text {min }}$ May 2014 no charges haive bean fournd to be reglsteres with reapect to the sald Land.

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8. Wa hape also conducted a search of the records avelible with the cfife of the
 Februery 2013 end documenta avelable for trispection an the MCA Fortal on $14^{\text {th }}$ Desamber 2012 and $7^{7 n}$ June 2014 in reppect of KMCL to ascertatn Ithe statur charges affecting the exid Lhid. The trble seat out in Annokure "B"
 whots loans ars stif appeaing as outatanding end no entry hexs bagn marde
 Necressary fomm need to be fibed with the Registrar of Companise to recard acelisteretion of thase loans.

## 

1. Wh have been profict with a copy of the ROU dated $5^{\text {b }}$ Degenter 2005

 HOU'). Under the RBM觡 MDU it ts recarded as urder:
(a) RMWS was the restationed trexta unim under the Trade Union Act, 1926 and wes the approved and represantativa Unlon under the provistons of trise Bonbry Indusitial Relations Aut, 1945 and 99 surch reprexented all tha workera of mitar allis, the Byculle Unit.
(b) FiMWS MOU was in reapeed of alf the permanant and budt workers of Bycule a ard Barivat Units of KMICL who were on the muster rote eliose March 1997. Under the RWMS MNOU, KMCL and Fitre Box Jointly urdertook and agreed to teitile all the legel dues of alt the employese aperified in the RhlbdS Molld wfthin a period of one manth from the recelty of the banctioned order of the AdJFR in Appeal No, 388 of 2009 in Bifr Case No. 136 of tgigs.
(c) Rhblis MOU also provided the manner to wilah the legal dues to be pety to the norkers endiled thereto, hed to be calculated.
(d) RMMSS MOU atse provided that If exiy excess amounts were recelved from the esthe of the land, RMMS would exercise its rights to ctaim an incrasse in payment bccordingly.
2. We have algo tean provided tith a copy of tio MOU dsled alth Decentiber,

 that CIKSS reprosented majprity of the workore at Borivel, Byoula and Mahad Units of KMCL. Under the GKSS Mitu it wes agreed batwean the Parties that the legal durs of emploptesp of KHCL would be pald in scoordance with The semms of the RMMS MOU and GIKSS MOL. GKSS MOUN else mantions thet GKSS MOU would form part of the sancioned schemp to be sardioned by the crincrined authorty. KHCL and Fibre Box undertoot io fertite and pay the legal duse of emplopees specfieed theredr whitn one minth of the ganction of the
 MOU also rexirds that it any mocess arnounds wate recalved from the sele of assets, GKSS would reserva in ighits to claim an Increse in the paymenta ecxpridingly.
3. As mentioned above, the Fbills wOU end the GKSS MOU formad part of the Santioned Sthemg. On the mptist relating to pramert of excess aminunts on sale of assefs, the BIFR observed lhal as the preymant to the workers whe being miscte out of the resourceas salsed / being inthicted by SRTL withoul waiting for the devetapment of KWCLe surplus leand, the witrikera coutid not expect to partaka all the benefits of develepment.
4. II appeens that Khatau Mills Kangar Commitee filed a writ petition It the
 perition was disposed of by the Honible Bembsy High Couct by 能 onder dated 15 ${ }^{\text {th }}$ Octoher 2008. On a reading of the order it appenty thet the Pettoner therein challanged the Sanctioned Schems as thr ctause in the settiament between KMicl and FMAMS pertaining is incrassed paymenta to workere on resefot of excesss artounte on sate of land was nat induded in the Sanctioned Schenre. The itoribie Bombey High Court disposed of the witl peltion by obsaerang that an mppeal had beer provided for before the AAIFR 自gaintet the Sartitioned Gcheme. The Hon'bss Bombay High Court also observed that ther Peffitioner thereln wes net a parfy to the ectheme and that the recogntsed unlon wat a party to the schame. The Horble Boridoy High Courl disterved then amy person eggrieved was entilled to challange the schteme bettore tha AAlFR it such person hed facus etranditio challenge the schame. SRT. hes dectered that

## Wadia Ghandy \& Co.

 the ofter dated $15^{\text {th }}$ Oeflaber 2008.
6. By and under a comman fedgment dated $5^{\text {th }}$ harch 2010 parsed by the Industried Court, Nahanasitite at Mumbal to Appeal \{ic\} Mo. 56 of 2000 th Applcailon (EUR) No. 62 of 2007 and 102 ohter appeala, the Indusital Court diambased the appeala filed by the appellanta tharedn agganast Khicl for lhe reascin mentioned thereln. These appeatis ware filed begrisit the fudgmam of
 Appifertion \{B|R] No. 62 of 2007 and ather appilcestionts, whereby the Labcur Jutige olkmiased these applcationt. In the ander dater $5^{\text {th }}$ March 2010 in is recorded that ebout Bex of the total nurnber of workera were pald fireir dues. It

 prowslanse of the Contrect Ast and thai the settiement alghed by FidsS was bhaing on all workere. SRTL hate dectarsal thal no appeal or revisw has bean flepd agelngt the aforesald common judgment deted 5 Manah 2010.

## G. 害ETLENELTLOE DES OF WORKEAS

1. From the clocumenta provided to us and par the decieration of SRTL it appagry thet -
(a) out of the 6,020 wankerfemployees mantioned in the Simetaned Scheme, a total of 5,851 emplcyeariworikmen were pald a total sum or Fia.117,21,78,a05 (Rupeas ane hurdined and sevanteen crans hwarty one labh sementy axi thousand stx hundred and Ive);
 not initally actepted thaif dues amounfigg to Ra. 2,55,75,285\%-(Rupees twit crope fifty five lekh saventy five thousend two hundred and elathy Ave).
 crore fifty five lakh saventy five thougand two hundred and eighty fiver with the Dy. Commigaloner or Lebour wde a pay order dieled $21^{2}$ June 2010.

## Wadia Ghandy \& Co.

2. Therefare, ex par the delaig mentioned abova, a total amont of Rs.118,77,51,860 (Rupses ans hundrad and nineleen crofe sovanty soven lakh fity ana thousand eight hundred and minety) has baen paldideposited towards seritiement of the duss of the workers. SRTL hpe also dechared liat no ampunte nesed to be pald to the writiens of KMCL from the sale or devalopmern of the sald Land or any part thereot.
3. The audied accounts of SRTL for the firastelad yoar andeat 31" harch 200B membions that a ldtill emount of Re.130.33,67,3491- \{Rupees ohe humdred and thisty erore inity three lakh sbdy aeven thousand three hundrad and fority ebix) trwarde wothere' dues were taken over by SRTL tram KMOL and discharged by SRTL

## H. CLOENRE ORDER

1. By end under an ardar dated $23^{\text {re }}$ Oetober 2007 pessed by the Commisstonger of Labour, Makarashtra \{'the Grosure Ordar"), the Commibaloner of Labour granked closure permisaion under Seation 25\{O) of tive Intustifas Dlaputes Act,
 the salo Land in the manner provided therain. The order recosids that the Byculba Unit hat 4,904 workers. The arder also recorde that oun of $\mathbf{5 , 8 5 8}$ workmen th the employmem of K KACL, 5,702 workmen nele pesid their dues and the chaques of the remaining 158 woiknon wera atso reably. Therefore, ge\% of the dues of the workera es per the Sanctioned Sahmint had been peid. The order also recorde that out of the afareseld 158 workmen, the addressess wepa nol foundturong for $\mathbf{1 2 3}$ workoten, 5 workmen had explred, 23 wotkilen did noth accepl the chequas and in respect of the malance 5 workmen, the chequee were sem by regratered post
2. Agalnal the Closure Order the Kuutau Milles Kamgar Committea filed a review applitailan before the Commbespor of Labour undmer esition 26-O(b) of the
 Order'), the Cammigsioner of Labobur obsenved that the revtewfeterence
 the rexsong mpantimind therain. However, the Commisaloper of Lebbour referred the matter to the Industrial Tribunel untier seption 25-0 (5) of tive Industrial


## Wadia Ghandy \& Co.

3. Agalnet tha Reylew Ordar, Khecl filed Wit Petion No. 1670 ol 2008 in the
 deted 20 $0^{\text {n }}$ Augusi, zond in the sald Wrat Peltion. in thle order, the Hon'ble Bombsy High Count observed that once tha Specified Authority hata obserwed thes the appitcation for sewhew was noll malrtainatile and delenered to bo dirmissed, the Specified Authanty wese not competert to roftor the matior to the Indurstrial Tinburial Under Section 25-0(5) of the Industrial Dlapulies Aed for dealation. In the efrcurnatances the Wift Petition was allowed and the rule was mode absofute in toms of prayer clautes (a) and (b) Le., inter-alta, ths impugned porlion of the Revew Order was aside. Againgl the order of Han'ble Eomixay High Courl dated $\mathbf{2 0}{ }^{\text {dh }}$ August 2008, Khatay Miles Kamger Commitas filed Appeal No. 427 of 2008 In Wiri Pexition No. 1070 of 2008 beffur the Horible Eombry High Court. Ther appeat uras disposed by the Hemble Bumbery High Court by la arder dated $10^{\circ}$ December 2009 whenein the Hor'ble Bombayy High Court haid that the order of tha Spactiod Authontly had rightly been set aside by the Learned Single Judge by fie ordar deted $20^{*}$ Augugt, 2008 and no intarference was necessary with the itmpugnect ontar parsed hy the Learned Stigle Judge dated $20^{20}$ Augus, 2008. The Appeal mer arcondingly damtased. SRTL has desterred 1hal no eppeal or reblew or special
 Courl dated $10^{\text {h }}$ Desember 2009.
4. It appeare that Witt Petiltion No. 2669 of 2000 has been filid to the Hon'tite Bombay High Court by Hhatew Mill Kanngar Committee bjer alie chaltonging the Clasura Oroler and the Rentaw Order dated $3^{\text {ril }}$ April 200R By and under an order dated $17^{\text {oh }}$ htarch 2009 passed by the Hen'ble High Caurl, addinterim reflifi wes rejected. The Wirt Pefition to shown as pending.

## 

1. By and unter a Leter dated 214 June 2010 addrassed by ERTL to tho Labour Commiesianer, SRTL submitted a pay arder to the Latpour Commessinner for an amount of Re. 2.65,75,285)- (fupeess two crone fity five lakh geventy five thousernd two huntied ant elghify fival being the dues of about 188 warkers as
 scrutiny of thea payroll of Khacli it was datambed lhas 168 workers had till tha

## Wadia Ghandy \& Co.

difte thereof rut been palf their chues. It was mentimned thal, with the deposh of
 Sminionad Scheme had ceased, SRTL recquested the Labour Cammisstonar to seppedita the tissuance to the no-dues certilicale.
2. By and under a lether dated $17^{\text {tr }}$ Angug 2010 addressead by the Government of Maharashlfa, Iftubittes, Energy and Lebour Departmart to the Letrois Comimissioner, the Govemmert of Wanarashtre requested the Labour Cormmissloner to undeatake the meceasary procedure for the issuance of a noobjection certifcate to underiaka the davalopmingt of the said Land aublect to Itsetarms and condilians mentloned thereln.
3. Aceoningly, by and und ar a better dated 24 August 20410 meating No. No.AC/NOC/C.No.1092010/Desk-7 andressed by the Offlice of the Labour

 manationed thereln
 Mumbal fied a wfit Peltton being Writ Patititn (L) No. 2449 of 2010 chalenging the order dofed $24^{\text {th }}$ Augusa 2010 oft the Lebour Commlesioner. This Wirt Patition was disposed of by the Hon'ble Bombey High Count by tea order dated $20^{\circ}$ Decamber 2010 亿read unh epeaking to the minutes dated $23^{\text {th }}$ December 2010 and 21" Januery 2011) and by thile order the Honble Bombey High Count refused to enteritin this Wirt Fetition for the rexacens mantioned thereln. In Itite wis petition. SRTL, has given an undertaikng to the Hon'ble Bombay High Court that if the concemed 78 warkmen mentioned therein obtained any inder from
 workman, such furtiter ambounds would be pald by SPTL within one morith from the dete of such order. Thim underteking wes, mowewer, without prefudice to the rights and contantions of SRTL. क力 \#pperal ard oppose proceedings flised by the Pellitontar therein and to further challenge the arter peaged in auch proceedinge. It was aso mintioned lhat the Pepifitingrs thereln could procasid
 howivar not eean a copy tof the papers and proceerings in Witt Peition (L) No. 2448 of 2010.

## Wadia Ghandy \& Co.

## J. SRILERMENTOF STATUTORY LUGEILIRS

SRTL hala derkered that all the etaliutary dues mentioned in the Sanctioned Schame have baen duly and fivly pard and any duas, fournd io be pending, wituld be paid and setued by sfTL. We hane not seen any documedta In tha


## K REVENUE RECGROS

## 

The Properiky Card in respect of the C. S. No. 1798 reftects the name of KMCL日a lite nams of the person in banaheral ownertitip criumn and the area of the same 4 reftotted es $31,983.48$ square merers (comprising forss land

 property reglater card to reflect the malix of SR7L as the persen in bencitial omerehip of C.S. No. 173 s.

## 

Ths Property Card in respert of the C. S. No. 1EITBAD reilectis the name of KMCL es the name of the pergan in bensifiat ownarihip colurmin and the area of the same la reflected that $\mathbf{5 , 2 8 2}$ square yards equivatont ko 4,41e,42 square metars. SFTL hes to make necessary appilcationg to amend the property reglistar card to reflece the name of SRTL as the person in baneficled ownership of C.S. No.124840.

## 

The Property Card In mespeci of the C. \$. No. 1841 rellects the neme of KutcL as the narme of the parsen in benoficial ownerbilp column and the area of the
 uimarantry 11.820 .22 square yarda and muntikipal leagehokd lend enimosauing 3,784 equate jwds). SRTL has to maike necessary applitalant to amand the praperty regramer card to rotect the namp of SRTL as the pareon In baraticlal cownership of C.S. No. 1841.

## L APPRPMALS

We herve also peruced coples of approvela provided to us and these hewe been summartsed in Anngeure "Cr hereig.

## 

On parusal of the DP Fiemark issued by NCGM dated $7^{7}$ June, 2012 we find that tife eald Land is effected by the resenvation of Retention Actithy and the seifd Land is sthugtad in the Residentied Zone. it la also mentioned Itait tha land under refarentes fogl marlly under Easl Agripada (Nortis \& South) Estatio Schame No. 32 hencs specitic romaiks alc. shoutd be oblained from the ABsistant Caritiliseloner (Estates) belore ary development on the phot. The aforesalid DP


## M. SLIEREㅇSTRAR OF ASPLRAHCESS

The inocuments reflecied in the search reports as provided by our seafch cferk

D. PUBLK NDTIGE

Whe trave issued putile notices in the Eccinomie Timet (Engllat) and Noyshaidi
 the uforessid pubile nothes lsaured by us.

## P. HOMTORANG CONWITIEE HMLIER

1. Varrous meething have besp hald before the Midultaring commitiee [Wonltoring Committese'] constithed under Regulation 58 of the Devalopment Control Regulafions for Graaler Mumbag, 1891 In ratation to the retheralapment of the seid Land.
2. The Konltoring Committee hers 日t fte meertings held on $\mathbf{g}^{\text {th }}$ Naty 2012. $\mathbf{2}^{\text {ns }}$ Ausgust, 2012, $13^{\text {th }}$ Jume 2013 and 250, July, 2013, Inter-alis reeorded then as per the report of the Oy.Ch.Eng.f(P.P.)City dated $4^{\text {th }}$ Mey 2012, thete was no

## Wadia Ghandy \& Co.

surpius land availeble for araring wilh MHADA in them of the teat that the enoishing turit up area was mare than the potantial of the said Lanf.
3. Furher, a complafit has been made by around 24 (twenty four) persona cilaining to be ex-moricers of KWCl, and asting for pesiment of dues to them, IWNCL and SRIL are opposing thelr chaims. The metter is pending hafore the Honitomern Commitee.

## a. comex IISbN

Subjeri to whal Ig mentioned abowt, whate of fire option thet, pureuant to the Sanalon Order and The Senctioner Scheme, the gaild Land has vasted in SRTL and SRTL is the owner of the Freahold land and Lasses of the Leasahald Lenal, sublect atso to the falliontrg' -
(1) Due cormilance with the terme ant conditions of the Deed of Leass deted $3^{n t}$ October 1928 Inciuding the condidion that priot wititen pemission of MCGW will be taken for amy devighpprent on the Lassehald Lant:
(b) Due complance with the tarms and canditers of the Sanctian Order and lut \$encilored Schoms;
(IID) Due complanice with the fernis and conditions of Requlation 53 of the Devalopment Cantrol Regulations for Graster NAumbal, 1981 and orders of the Manitortig Comminted from then to tima; and
(b) The undertaking given by SRTL in Wril Petition No. 2449 of 2010.

$$
\text { Dated thla }{ }^{\prime} \text { d day of July } 2014
$$

For Waxta Ghandy 8 Co.


Partner

## 

[PARTA]

## 

 the First Part, Khatau Makantl of the Serand Pert and Khatiau Makenfl Spinning and Weanting Campary Limited of the Third Pert,

2 Conveyance Deed drited $27^{71}$ March. 1888 beawean Krishmangith Ambamath Kuker of One Pent and Khatau Rakanli Spming urid Weantrg Company Limited of the Othet Part,
3. Corweyance Deed dated $8^{\text {h }}$ Augugt, 1900 betwreen Multifpel Corparation for the Caty of Bonbay of One Pert and Khatou Makanil Sainning and Weaving Company Limiled of the Other Parts
 Chatlu, Ramdas Karsondes, Moorsif Karsondab. Pamanand Karsondes, Toolaldas Karsonder end Mainubel (widdow of Oemodig: Mardhowill Rupleet) of the Fist Part, Gordhantias Khatau of the Second Part gid Khatan Makanfil Spinning and Weaving Company Limited of Ihe Third Patt,
5. Lease Deed dated $3^{\text {rd }}$ October, 182a behean Truseed for the Improsemant of Chty of Emblay of One Part and Khetew Makanj Spinntig and Werwing Compary Limaed of tha Oiner Part

 Compary Limlied of the Other Furt.
7. Contifed true copy of the Sanctioned Order and Sanctioned Schemt.

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D A .
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1. Iuderture of Conveyance deted $5^{2}$ Jaruary, 1878 execrited between Dwarkedaas
 Makenll Sphning and Weaving Campany Limiled (theretn referred to as the satid
 wifh the Ofilce of she Sub-Regiatsar of Assarerices under Sarial No. 34 of 187\%.
 Kirlkgr of the One Pert and KWCL of the Other Part and registered will the Offica of the Sub Registrar of Assurances under Serlal No. 1174 A 18\$0
2. Indentura of Conveyancea dated $\theta^{\circ}$ Auguen, 1500 exeretrad berween The Numbipal Corporation of the Clity of Bembery (therefin referred to as Uhe Corporation) of 1he One Part and HOMCL (theraln referred to as the Companyl of the Other Fent and registared with the offlea of the Sub Regtatrir of Abaurances under Serial No. 1802A of 1800.
 Hergovan Chattu, Ramdiss Kafanotas, Mairarl Karsoondas, Parmanand Karsondita and Teoderdat Karsondee (belng the minor sans of Karsondes Hargovin Chatiul by thelr falther and netind gulardian) and Mixmutal (tha widow and the hadr of Demotar Machawil Rupleet (therrein referred to as the Vendiars) of the First Part and Gorchandass Khattat of the Stand Part and louch, (Pieren refered to as the Company) of the Third Fert end registered with the Offica of the Sub Reglitpar of Assurances under Gartal Na. 25can of 1914.
3. Indenture of Comeyance cifted $24^{\text {h }}$ surts. 1836 execured between Ite Monlelpal Corparation of tive Clity of Paribsy (therain reforred to as the Corporation) of the Fired Part and lvon Hopo Taunton (thereln retersed to as the Commissioner) of the Second Parl and KMCL (thergin refored to as the Purchemenc) of the Third Part and regletered with the Offica of the Sub Reglstrar of Assurances under Sentar No. 3713 of 1038

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## Wadla Ghandy \& Co.

6. Indenture of Leage daled $3^{\text {nf }}$ October, 1826 execuled botween the Trustees for the Improvament oft the Cthy of Bombary thereln refered to as the Eaard) of the Ons
 whth tha offite of the Sub Regiatrar of Assurancas under Serfal No. 5492 of 1823
7. Agreamenl dated $7^{\text {s }}$ Auguri, 1938 exsented between KMCL (therem relemief to as the Lessor) of the One Parl and the Bumhey Electric Supply and Trammars Company Limited therair referred to as the Comparof) of the Oiner Past and requatared with the Office of the Sub Regiztrar of Assuranceg under Setial Ne. 4249 of 1 영
8. Onfer despo 14 ${ }^{\text {th }}$ January, 2007 paseed by the Board for mdustral and Finanefal Recongitudion sanctioning the scheme for rehebintiation of KAHCL
 2003 in ElFR Case No. 135 of 1898 adong with an order of August 1809 and orderig datad $8^{\text {D }}$ October, 1998 and $28^{4}$ Decanber, 2005 passed thenein.
9. Namorandum of Understanding daled $5^{\text {m }}$ December 2005 execulad between

 KAKCL, Fibre Box Bombay Pivale Linhied and Girl Kamgar Sengharah Samith.
10. Netice dated 31" Januery, 2007 lagued my Additional Colector and Compalent Authority (WLC) under Section 10 (5) of the Uban Lend \{Caling and Regultation) Act, 1976.
11. Ordar dated $18^{\text {dh }}$ Saptembar, 2008 in Whtt Fatition No. 2032 of 20009 fled in the Gombay High Court
12. Onder deled $11^{\circ} \mathrm{Jume}, 2009$ in Witt Peftion No. 300 of 2000 filed in the Bermbay High Court
 implementation of the \$anctituled Scheme.
$D A^{\circ}$
13. Order deted $30^{\text {thenen }} 2011$ pageed by the Leamed Chalman of the Hen'bls AKFR ellamlssing the appal fled by the Govemment of Maharaghtra before the Hon'ble AAIFR.
14. Order degled 1didy, 2011 mesees by the Leamed Mermbers of the Hortile AAJFR
 Gavaminent of Maharashtra.
15. Order daled $\boldsymbol{z}^{\text {red }}$ September, 2011 in Wit Petition bearing No. 6414 of $20: 1$ fired by
 2011 and 14Juy. 2014
 filed by SRTL in the Hon'ble Bombay Hith Count malngithe AdifR
 Specigi Lequa Patition bessing Na. 10585 of 2014 fligd by SRTL before the Thon'ple suprame Cout of lindia.
16. Appleatlen dated 26 ${ }^{\text {h }}$ Fabruary, 2011 filad with the Office of tha Supenintendent of Strmpa for edjudication of tha Seretiondif Ordar togather with the Sanctioned Scherne aliong uith an affitant dated $25^{\mathrm{m}}$ Junt 2010 fled by SRTL

22 Paperts and proceedrgs In Miscellianecus Appilcation No. 187 of 2012 filed before
 thamin.
 CCPL and CMCl .
 with the Office of the Suh Registrar of Assurancest under Serial No. 3521 of 2pide.
 Corporefion of India, CCPL and RMCL

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## Wadia Ghandy \& Co.

29. Deed of Dederalion deted it June 2000 mada by KMCL and CCPL and regksemed

 Developmand Bank iof Ingla பmleed, CCPL and KWCL
30. Deed of Deptaration dsted $6^{\text {an }}$ Jung 200B reade by KMCL ardi CCPL and regietered with the Ofice of the Sub Fiegtatrar of Assurances under Sertal No. 3523 of 2008.
31. Desed of ABsigrment diled 12 ${ }^{\text {Dh }}$ harch 2007 axecufed bahween IFCi Uniled, CCPL and KANCL
32. Deed of Dealarition dated $6^{3}$ June 2008 made by NMCL and CCPL and regestered With the Office of the Sub Regititer of Assurances under Serkal No. 3522 of 2008.
 Bank of India, CCPL and KMCL
 with the Ofice of the Suth Reglitar of Aselurances under 8erial No. 3528 of 2008.
33. Deed of Assignment dated 13 ${ }^{\text {m }}$ October 2007 executed betmeen IIBI Uinted, CCFL and XMCL.
34. Desed of Dectaration dated $6^{\text {sh }}$ Jume 2008 mada by KMCL and CCFL and reg|elered with tha Oifice of the Sub Regiatrer of Assuurences under Sertal No. 3524 of 200B.

 lagd been paid.
 whereit it ls memtioned that 15\% PNCDs spectited thereln hed beere fully rapaid
 due from KMCL
$3 n$

## wadia Ghandy \& Co.

37. Letter deted $16^{\text {en }}$ Juns, 2008 addregsed by Life Insurames Copporition of inds to
 $15 \%$ NCOS specifled theren were fuly settled / redesmed and there were no cutritenfing dues from KMCE.
38. Letler dated $20^{\text {sh }}$ June, 2006 from Nsw Indla hesurinme Company Limited to KhGL whirien it was martioned thet the cre-time sotilememt proprozal of KhACL had been approved by te competent euthtrity.
39. Ordar dated 16th October 2008 passed in Whtil Pellition No. 1755 of 2008 fited by Khatau Mila Kamgar Commitea in the Honkia Bombsy High Court
 Whalsarashtra at Murmbai in Appeal (CG) No. 55 of 2019 in Appleation (BIR) No. 62 of 2007 and 9 位 other appasta,
40. Audtred aceraunts of Sirit for the financial year ended $31^{\text {n/ }}$ Alach 2013.
41. Order deted $23^{\text {ru }}$ Orimber 2007 passed by the Commbsslanter of Lebolif, Maharrehtra, the Camrigsionger of Labour aranked elesurn parmisplon under Sextion 26fO) of the Industrial Dispritee Act, 1847.
42. Order dated $3^{\text {rid }}$ Aprll 2008 pessed by the Commlestoner of Labcur undar sexilon 25-0 f() of the Ifdidetfing Dhprites Act. 1947.
43. Ofiet dated $20^{7}$ August, 2008 in Witt Petitan No. 1670 of 2008 fied by KMCL in the Hon'ble Bombray Hogh Court
 Kamgar Commitiee in the Han'bte Bombay High Court.
44. Letrar dated $27^{\mathrm{M}}$ Junn 2010 addassed by SRTL to the Lebour Commessionar.
 Cimere fofly five lakh sementy five thousand he hundred and eighty five) towarde proymem of dueg of about 109 wrokers

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## Wadia Ghandy \& Co.

47. Lettrer dalsd $17^{\text {th }}$ Augusi 2010 addressed by Upe Goverminit of Maharesitha, Industriea, Energy and Labour Depanturem to the Lebour Connmesioner, whotethy, the Government of Misharashtre requested the Lebtur Cominlsgloner io undertake the nepessary procesiura for the issurance of' e no-objection certificatio lo undertake thre development of ine sald Land
 addrested by the Office of ike Labour Commsaloner whereby the Labour
 said tand.
48. Order dated $20^{\text {th }}$ December 2010 (fead with apeathg is ith minutas dated 23 ${ }^{\text {th }}$ December 2010 and 21" Jamury 2011) in Whit Pelition (L) Na. 2440 of 2010 fred by the Ghrl Kamyar Kambachari Niwnal and Kalfankali Singh, Mumbai in the Hantita Bombay High Court.
49. Pmparty Cand in respent of the C. S. No. 1798.

5t. Froperly Cand in reapect of the C. S. No. 18/1840,

E2. Froperty Card in reapen of the C. S. No. 1841.

 2012, 13 $3^{\text {h }}$ Juna 2013 and $25^{\text {in }}$ duly, 2013.
55. Lafoul in respett of the aaid Lam approved under approvil dated $3^{\text {ra }}$ Augutat 2009 given by MC3/w bearing reference mb. EB/4:20FE/AL and regkstared with the Once of the Sub- registrar of Assurances under Serkal No. BBE-2/5415/2009.
 by MCGW to SRTL, whereby, MCESA hes epproved tre taypul of the sald Lemed.
67. Common Order dated 15 \$ Septerniber, 2009 hasued by the Fourth Lphour Court at Mumbal.

## Wadia Ghandy $\dot{\text { Q }}$ Co.

 E A BSI A legued by HCchid in favour of SRTL with respeat to Bulding No, 1.


50. Letber dated $\theta^{\text {an }}$ Nowember 2010 bearing Reforentes Nc. EB/4320EE/AL addrasised by MCGM to one Mis. hestric.
61. Letter diaked 22 $2^{\text {nd }}$ December 2010, atidessed my M/G. Metrity to the Ward Officer [Eataks) requasiling a no-ob]ection centiftisate from the Wiard Officer (Estrites).



08. Undertaking deted $7^{* 1}$ Fobnery, 2011 mosouled by Chetan Shath, Drector of SRTL in tivour of hiunicipal coumrisstoner and negistered with the Ofice of the SubReglatrar of Aspurances under Serle No. aBE-2/3B15/2011
 Mociol to Wi. Mestrix, Armitecta wherety hGGith has mpproved fie emended leyput plan with respeete to the sald Land.
 blatitic, wherety, wCGM has grented fis approval to the emeneded phane submitted With respect to Realdiantide Bullong No. 1.
 Mumletpei Corperition of Greater Mumbal, Mumbal Fite Bsigade wharaby no Dffection for construction of a high-fise resicfentizi bulleding comprising 4 wingo beng winge A, E, C and D hes been givan
67. Deed of Indemnity Cum Undertaking dated 4th Novernbar, 2011 eneented ty
 colitere of the Sub-Reglstrer of Absurances unctar Sarial No. BeE-2/9147/2011.

## Wadla Ghandy \& Co.

 NAumbei Fire Brigede, wherehy, HGGhd has, leasued a no objection for the conkinuation of a high-rite residentiad buiblitg comprising 4 wings behg A, e, C and D on the temte and conditions mentioned thesein.

 the seid Land on the temith mentioned therem.

DA

## 



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| 12 | $\begin{array}{\|l\|l\|} \hline 27 / 17 \\ \text { nese } \end{array}$ | $\begin{aligned} & \hline 181089 \\ & 1889 \end{aligned}$ | 3, 10, 00001 | ATMenimit kor Hira Puctrasa Fhanco Fasuly. | Hyovinempon of On be sel Accosmarlen | Eive Emplie <br> Fritum Compary <br> Limikes, 414 <br> Sorgapar Bearal <br> Kang, Lumur Part, <br> Banimy - 13 |
| 12 | $\begin{array}{\|l} \hline 2 E 11 / \\ 1980 \end{array}$ | $\begin{aligned} & 14 \sqrt{1 / 1 /} \\ & 1597 \end{aligned}$ | 130,00,0002- | 5pertix <br> Hypelltrandon <br> Acraprom <br>  <br> Нypalherakion <br> of Mantitary 1 <br> 5poctid <br> Hyputhacedion <br> A <br> (Agreemrot for |  | Stath Rank of lidia Comnerem Aranch, Jlatica G.N. Vaidya Magg. Barmber - 33 |

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| t4. | $\begin{aligned} & \hline 28 \times 1 / 17 \\ & 1889 \end{aligned}$ | $\begin{aligned} & 14019 \\ & 1908 \end{aligned}$ | 76,000019. | A 4 " Agrarament加 C <br> Hpathecatilon <br> DI Gcont | NOCLI's Mracurd and hiturs macks at Catum Cottom y y : 1 loth | 5tan lank of Lindion Commertaid Branch Jasites G.N. Valjua *tare. |

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| 27. |  | $\left\{\begin{array}{l} 010229 \\ 10003 \end{array}\right.$ | 100,00,00\% | Agniminat kor GC. <br> Hyponeman of rioads. Debles and Ased (Fam Tr Spectal) |  |  Commertal Grimen hastics O.N. vality Mma. Bombery - 23 . |
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## WADIA GHANDY \& Co.


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## Wadla Grandy \& Co.

## ANNEXURE ECP

## APpROYA!

1. Leypud in resperi of the sald Land apprived under approved deted $3^{\text {rid }}$ Auguat 2009 glven hy MCGiN bearing referance no. EPHezaflidi and rgidetered with ths Offica of ths Sub- reglstray of Assuranced undgr Serial Mo. EBE-
 agreed to hy SRTL.
 EB/4B2DEIAL adtrassed by MCCM to SRTL, MCSM has approved the layout of the sald Land autbect to the terme and condtions mentioned in the aboro registered epplowal dated $3^{\text {an }}$ A Agusi 200 B .
2. The MCCGM, hes, Dy and under Imernation of Disapproval dided $\boldsymbol{\theta}^{\text {h }}$ Octobet,
 gitatitad ts approvel widh rasperi to Bullding No. 1 to be constructed on the atid Land oubject io the temme and conditions mentioned thetain. Ons of the terms le that the no-objection coarilizals from the assistent Commissioner (esteles) had to be eubanitued.
3. The MCGM, has, by and under intimetion of Disepprousl dated 28 ${ }^{\text {th }}$ Octobar,
 granted lita approvel with respect to Bulldity No. 2 to be condructed on the seid Linid sublect to the fermis and conditions mintioned therein. One of the temme Is theit the no-objection certificate from the assishami Corumighomar (estertes) had la be sulmbited.
4. By and under letter datad $g^{\prime \prime}$ November 2010 and bearing Refarance No.
 proposed emended layout whth respert to the satd Land sublem in (i) ibe lemrs and condifons menlloned in Letter dated fith August, 2009 and fif the devalopmant redevelapment bering governed as par the provisions of the modifiad Requlation No. 5月 af the Development Control Reguraton for Creater



## Wadia Ghandy \& Co.

then exditing mill structure wiss 45,185.04 eqtare melres and the land componitit of the cham atrueture was 4,480.59 squate matres and therefore
 permitied bul-up ares was mantioned ass 60,003. 15 square matre9.
6. By and under a letfer dated 22 December 2010, 日rddrassed by his. Matrix to the Whand Oficer (Estates), Mha. Whatix has aubimitisd a proposal to contriences work on the sald Land fand in that regery tars requested a No Objection Centileale from the Whard officer (E-shates).
7. By end under an Underiaking dated $7^{7 n}$ Feltriary, 2011 exacuted by Chetan Shah. Direster of SRTL in favour of Mundeal Commisatoner and reglatised whith the Offle of the Sub- Fegkstrar of Assufrarese under Seried No. BeE23914/2011 in rebation to proposed bulding no. 2 to be construeted on the sald Lende, ihe sald Chetan Shah on behall of SRTL agreed to undertake saweral acts and deeds more patticulaity mantioned themein Inchuding to hantiover the selback lanal free of compensation is truour of MCGN.
6. By and ufder an Underiaking dated $7^{\text {an }}$ February. 201\% axatorted by Chetan shah, Director of SPTL to fivour of Muntipal Commisalionar and reqistered whith the Office of the Bub- Fegisfrar of Assurences under Serial No. Bee-
 Land, the sald Chotan Shat on behrof of SRTL has agreed to undertake
 handiover tha seftrack lxnd fies of comperpation in fervour of BACGM.
a. By and under a fetter crited $14^{\text {an }}$ April 2041 and maring Reference No.
 approyed the amended layour plan with respect to Bus sated Lend subliect to the
 Auguri, 2009 and $8^{\mathrm{n}}$ fovamber, 2010. In the plan atherhed to tile apprival, it Is merifioned that the rogd emb-back was 10022.49 equare motres and that the Land componinit of tha then existing onim structure was 45,195.84 square metres and the lend componert of the chaw atructure was 4,430.69 aquare metres and therefore there was no balance area.

DA.
10. By and under is lether deted $\mathrm{G}^{\text {an }}$ Nay. 2011 bearing No. Eel b70Bl EA addiressed to Mis, Matix, MCCBM hes granted he spproval to the amended ptara eubmitied wift respeet to realdantigd bultiding No. 1 proposed to be canstructed on the seald Land sumect to the temma end conditiona mantioned therein.
 under ita lefter deted al $^{4}$ Augurat, 2011 bearing No. M.F.B No. HRJ Cityd451A bsued a no obfection for the conntruction of a high-ike realdential bulbilng compriging 4 witrge boing wings A, B, C and D. AD wings had e common

 68.65 square metues and wings $C$ and $D$ had $3^{\text {th }}$ to $6^{\text {bh }}$ upper restiontisil floors Whth tofal height of 25.35 square metres, on the temte and carnditions mentioned therein.
12. Dead of Indemitty Cum Unsteriaking dated the November, 2011 has wasn executed by SRTL. in foycour of MCOM and the Munlithel Commbsionter and
 eBt - 2/8147/2014 In respent of the firs Leasahdd Land and the Third
 recorded that the Municipal Cornmissimer had agreed to bring the name of SRTL an the offica nepard of the Assistent Cammissioner (Estate) es lessese or ophfigorb and the deed of indernity-cum-undatalding was belng executed
 to Indamily the MCEM and the Muniehpal Cammestantar accordingly. SRTL

 made againgt the Corpotation andior WCGM; (II) pay fees and charges,

 comply with the terms and conditions of the Leate Dead dsted 3nd Oritober. 1828
 bearing Na. F.B MRX Cityrg lesued a ne objection for the continution of a hifitise regidential bulbing comprining 4 winge being $A, B, G$ and $D$ on the

## Wadia Ghandy \& Co.

terms and conditions memthenard tharain. This approws was for revised plass Where all winge had common bessement of thee lewels, ground fors on tulls, comman $1^{15}$ to $7^{91}$ podturns, $\mathbf{g}^{\mathrm{n}}$ podlum for RG and thereater winge $A$ and $B$

 Equare metres, on the lemm and conditions mertianed therein.
94. MCEK has lssued a Commencament Certficile dated 13 Decertbar 2013
 bultidig no. 9 on the seid Leand an the temns maritioned theraln. The eald Commencament Certificate is vald uplo 12 $^{\text {hi }}$ December, 2014. The commencertrent certifleale hes beet granted for ploth for wing A of Buiding Mo. 1 as par ambutad approval dated $13^{\text {di }}$ September 2013.
15. BRTL hea dectared thent the axid Larid is notit affected by diry provition of the UC Act and that there are no ardars wr moceorlings unter the ULC Art allecing the sald Leand and thrit at the thrme the LLEC Act hand mome into torse the sald Land was fully bull upon and therefare there wean no suplus bard Within the meaning of the ULC Aal so fer ea the sald Lend was concramed
19. SRTL has detisired that, tor the puriposes of Regulation 50 of the Deverepopment Control Regulations for Greater Mumbal, 1801, na porion of the satd Land needs to be sumendered to MCBM or Maharasintra Housing and Area
 backe].

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## ATNE:CURE=-D" <br> 

1. Oeed of Conveyante dated $24^{\text {Dn }}$ Jumb, 1835 beasing Replstration Na. 3713/1938 exarented by the Minalefpal Corporation of the City of Bumbay through Auniedpal Commisaloner in favour of The Whatrul hakany Sipining \& Werritg Conmany Limited.

 Linned and The Bumbory Eectics Supply 8 Trimurys Compary Lilted.


 Limited bearing Regisfarition No. GBE-23524/2000.
2. Deed of Geclanation dated 6DJuna, 2008, pocecided by S. Reamanurti,

 Limited beybing Regktration No. qBE-2/3522/2003.

 Penna Khaterk, Executive Director of Khelau Makant: Spinning \& Weaning Limited bearing Regatration No. EBE-2/9523/2008.
3. Deed of Declaration thated $\mathbf{B}^{\text {miduna, }} 2008$ executbed by 5. Rememurtid Ruthorized algnetary of Mis, Colunita Crome (intia) Privale Limited and Mr. Parne Khatau, Execuffive Dinector of Khatau Makenjl Spinning 8 Werwing Liniteal bearing Regitration No. BBE-2/3524/2008.
4. Deerd of Dectaration dioted $6^{\text {th }}$ June, 2008 exacoted by S. Reptamurti.
 Panna Khatau, Exacutive Director of Kiretau Makenf Spinning \& Weaving fimited bearing Registretion No BEE-235z2rinab.
 authorised a[giafory of hifa. Columbla Cremse (indig) Privale Linitied and hlr. Pania Khatau, Exemitive Dtesetor of Khatau Maknifi Sphandig \& Wealing

5. Deed of Affidant dated $3^{\text {mif }}$ August, 2009 axecuted by Chapin Shah, Drector of Swaym Realtora 5 Tradery Uimbert in fayour of Eombay Mumiedpal

 of Swayam Realloss \& Treders Limited In favour of Municiper Commissioner bearing Regituration No. EBE-z3814/2011.

 bearling Registratian No. BBE-2/3815i2011.

12 Indosinily Bond dated $4^{\text {th}}$ tovermber, 2011 exeruted by Meypur R. Shap. Director of \$mayam Realiors \& Tradery Limited bearing Regktraton No.日Be-2fatalizons.

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## Annexure "B"

## Part A

## IList of original tifle documents depositad with HDFS)

1. Conveyance Deed dated $5^{\text {th }}$ January. 1876 bctween Dwarkōas Vustonjee of tine First Part, Khatau Makanji cf the Second Par: and Khatau tlakanji Splnning and Wieaving Company Limited of the Third Part.
2. Converance Deed dated $27^{\text {lh }}$ March. 1896 cetiveen Krishnanath Ambarnath Krtikar of One Part and Khatau Makanji Spinning and Weaving Company Limuted of the Other Part:
3. Conveyance Deed dated $9^{\text {th }}$ August, 1900 cetween Municipal Øcrporation for the City of Bombay of One Part and Khatau Nakanjr Splinilegg and Weawing Company Limiled of the Othar Part:
4. Conveyance Deed cated 2" Augus!, 1911 between Karsondas Hargovan Chattu, Rarndas Karsondas, Morrarji Karsondas, Parmanand Karsondas, Toblsidas Karsondas and Mamubai (widow of Damodar Madnowii Rupje日) of the Firsl Part, Gordhanclas Khatau of the Gecond Part and Khatau Makanji Spinfing and Veaving Campany Limiled of the Thired Part:
5. Conveyance Deed dated $24^{\text {ln }}$ June, 1996 between Municipal Corpcration for the City of Bombay of One Part end Khetan Makanji Spuning and Weaying Company Lunntec pf the Oter Part.

## Part B <br> (List of priginal title document Inspected by us)

Indenlure of Lease dated $3^{\text {re }}$ Ociober, $392 a$ execuled tetween the Trustees for tine Improvement of the bity of Bombay (therein referred to as line Board) of the Ore Fart and KMCL (thereln referred to as the Lassee) of the Other Part and registered wilh ine office of the Sub Registrar of Assurances uficer Serial No. 5492 of 1928.

## Annexurs "C"

## (List of documents perused)

1. Letter dated $25^{\text {ti }}$ February 2014 addresseri by SRTL to the Collector, Thane.
2. Mortgage Dead dated $5^{\text {h }}$ Seplember, 2014 executed between STRI. and HDFC registered witit the offica of the sub-registrar of assurances under Serial No BEE-4/3646/2G14.
3. Letter dated $5^{\text {th }}$ December, 2011 lssued by the :MCGM, Traffle Control Branch considering proposal to develop a public parking let.
4. Underiaking deted $27^{\circ}$ October, 2014 is5nled ty SRTL in favour of MLGM registered with The office of line sub-registrar of assufances under Serial Nd. 9041 of 2014
5. Letter dated 18th Octobet. 2014 addressed by \#NCGM to Architects for SRTL, bearing No. EB'4B20IE/AL hes granted its approval to lhe amended Layaut Plans.
6. Letter dated $10^{17}$ December 2014 addressed by MCGM io wis. Matrix (Architects \& Engineers)
7. Letter dated $3^{\text {d }}$ January, 2015 beanng no. E'BEN/354-A/4458/14-15 addressed by MCGM to SRTL.
8. Minutes of Moobing of the MCGM dated $6^{1-}$ April, 2015.
9. Letier dated $\mathrm{E}^{17}$ April. 2015 bearing ne. ACE/3065/SR addressed by the MCGM to SRTL.
10. 2 (two) separate letters both dated $21 \%$ March 2016 addressed by MCGM to SRTL.
11. Letter dated 29́n Februacy 2016 addressed by MrGM to SRTL.
12. Letter dated $31^{51}$ Warch 2016 addressed by MCGM to SRTL
13. Undertaking dated 31* Warch, 2016 issued by SRTL in favour of MCGM registarad with the office of the sub-registrar of assurances under Serial No. EBE-5 f 1981 of 20 th

## Wadiaghandy \& Co.

14. Undertaking jagted $16^{\text {t }}$ April, 2015 issued by SRTL in favour of MCGM registered w. th the office of the sub-registrar of assurances under Serial No. BBE-2 / 3662 of 2016.
15. Letter dated $4^{\text {th }}$ August, 2015 bearing No. EB/4820JE/AL addressed by MCGM in favour of SRTL.
16. Letter dated $2^{\text {re }}$ May, 2016 adciresseai by SRTL to MCGM.
17. Letter dated $\mathrm{g}^{-}$May, 2016 addressed by SRTL to MCGM.
18. Letter dalad sith December, 2011 issued by tive MCGM.
19. Letter dated $13^{\text {t. }}$ October 2014 bearing No. EEd5709;E/A addressed by MCGM in favcur of Mis. Matrix (A. Architect).

Letter dated $18^{\text {ih }}$ October 2014 bearing $N$. EB/4820/E/AL addressed by MCGM.
 in fayour of Mts Marix (Architect).
22. Letter dated $4^{19}$ August, 2016 bearing No. EE/4B2DP/AL addressed by bicch in faypur ois M's. Patrix (Architect).
23. DP Remark issued by MCGM dated $4^{\text {th }}$ April 2615 bearing no CHE/S5:'DpCi:yjE

Annexure "D"

## (List of documents reflected in the searth conducted at the affice of the SubRegistrar of Assurancesi

1. Affidavir dated 11"1" October. 2013 of Swayam Realtors \& Traders LLP and reg:alered with the olice of the Sub Registrar or Assurances under Serial No .7 FB 34 of 2013,
2. Deed of Mortgage dated $5^{\text {r }}$ September. 2014 executed by and beinean Swayam Realtors \& Traders $14 P$ of the one part and Hausing Development Financo Corporation Ltd. of the other part and regislered with the office of the Sub Registrar of Assurancep under Serial No. 3646 of $20 i 4$.

3 Aftidawit dated 27"l October, 2014 of Swayam Realtors $\&$ Traders LLP and registered with thes office of the Sub Registrar of Assurancos U:7dнr Serial No. 9041 of 2014.
4. Affidavit dated $3^{\text {rd }}$ Novembor $\% 014$ of Swayam Realtors \& Traders LLP and ragistered wnth the office of the Sut Regrisirar of Assurances uncer Serlai No 9042 of 2014.
5. Affidavit dated 31" March, 2 D 16 of Swayam Realtors \& Traders LLP and registefed with the offico of the Sub Regisfrar of Assurances urseer Seriar No. 1981 of 2016.
 office of the Sub Registrar of Assurar:ces under Serial No. 3562 of 2016.

## Adreandum to tilto Remart

SWAYAM REALTORS AND TRADERS LIP<br>Marathon Futurex,<br>N.M. Joshit Marg.<br>Lower Parel.<br>Wumnba 400013

Attr: Mr. Mayur Shan antr Mr. chetan shah

Rb: Our titis report dabed $7^{\text {tir }}$ July 2014 bearing refarmict na.
 parcels of land bearing Cadsstral Survey Nos. 1798, 16/1840 and 1841 of Eyculla Division aftmaasuring In aggregate $48,4 \neq 2>1$ aquare metery or thereaboubs sthusted at Byculla 䭪 the Junction of Tank Pakedl and Water Streats in the City end lalandi and registration Sub-District of Eomtay ("the sald Lond")

1. We refer to the Title Report. Capitalized torms usedbut not deflined herein shall have the same maaning ascribed to thess terms in the Ttle Report,
2. We clarify that the Report on titile may be relleci upan by Housing Dowelopment Finance Corparation Limited, heving its reglatered office at Remon House, H+ T+ Pargkh Marg, 189, Backbay Retlamation, Churehgate, Numbal - 400020 That existing Paragraph Q (Canchusion) of the TILe Reporl be replaced wilh the following language: •
'Sublect to what is mentioned above, we and of the apinfon that, pursurant to the Sanction Order and the Sanctlonad Scheme, the sedd Lant fas vested in SRTL mod SRTL is the bwnter of the Freshold Land and Lessee of the Leasehold Land mind, as tite owner of the Freehoid Land, SRTL CAn, pending the finat decislon ors the application submitted by SRTL with the Ofice of the Superimtendent of Stamps for adjudeatian of ehe Sanctlonad Order together whth the Sanctioned Scherme, $2 s$ reforred to in Paragraph is of the Title Report prosently creete a


## FADIA GHANDY \& CO.

mortgage therwon pending stemping ant raglstration of the ordar satretioning scheme, stibloct alas to the follawhy: -
(1) Due compllance with the tetms and conditions of the fleed of Lease duted $3^{\text {sf }}$ Oclober 1928 Ineluofing the condition thet prior witten permission of NCGif wilf be tilien for any developmam on the Lgeseniptol Land;
(1) Due compllance with the tows and conditions of the Sanction Groter and the Stinctioned Schame;
(II) Dere complamee with the terms and condtions of Regudation 58 of 4 the Devejopment Control Ragudotions for Greatar Aftumbar, 1997 and orchers of the Afonforing Commiftee from the fin troa; and
(f) The umpertining given by SRTL in Whit Petition Alo. 24d9 of 2010."
3. After paragraph D. 8. of the Tithe Feport, we wish to add the following paragraphs:
9. Under Section 18(4A) of the Sick Induatrial Compenies (\$pacial Provislonas) Act, 19B5 ("SICA), where a manctioned provides for the tranefer of any property or liability of a blek indusirial emmpeny in favour of any other eampany or papon: then, by virtue off, and to the extent provided in, the schame, on and from the date of caming into oparation of the sanctioned schame or any provision thereof, the property shall be transferred to, and west $t n$, ence the liabilly shat become the liability of, auch other company or person. Regerding Section 18(6A) of the SICA, the Hor'bie Madras High Courl in, M/s. Kitshnantachards Co. vs. The Joint Sirb Reglatrar, Writ Petition No. 284 of 2008, hald the following: -
421. Sinlariy, when a scheme is approvard by the BAFR, as i have affeady hald, the proparties of the erstwhile mompany sutomatically stands transfarred and vested it the company in whose fovour the scheme is lssued by oparatton of law. Fioth in the case of amalgametion under the Compantes Ath as well as fin the case of arry scheme thrder the Brfr, the transfar is not affected oft the anf of parthes, but if is hy aperation of law. At is an involuntery fransfer which tolfes place as soon as the statutory guthorty nemely the BiFR passes the ordor. Any other focwment witch is executid subsequent to the said arder foes not transfer the trifa from the
erstwhtle ounter of the eompany fo the wher company, The ratio taid dawn by tre Kolkatta High Court squaraly dpplis to thts case.
22. As i have haid supra, since transfor of the property was efforted in Fovory of TTK Prestige Lid, by eparation of law which is an impohontary
 spproving the schemes, there is no queston of exoeuting any ather instrumtrent chargeable with stamp duty. In the impugned notice, a document datad 37.07.2007 has atern refaras to as an mstrumant as if the property was trensfarmad in the mane of the ventor of the protitortig by means of the seld droumant The said stand faken by the respandents is not at all legally austinable. Even if it is trep that thave was some docoment ayeculer on 31.07.2007, since in dild not transfor trifa in favour of the verntor af the pettiknor as transfor of efte had afraady been effected by virtue of the scheme orders therd is no quastron of collecting any stamp duty, phenaty and regtstration charges for the said docmmant, Thus, fote impugned nutice is inghly anisconrelvad and the ssoma tharafter, requiras to be gueshed."
4. Thls Adtuendum to to be read along with the Tifle Report. All other terms of lhe Title Report will remaln unchanged.

## Datad \$tsle 3 $3^{\text {rid }}$ day of Sieptember, 2014

For Wadia Ghandy a Co.


