



**Report On Title**

Ref: 180/2018

25<sup>th</sup> September, 2018

To:

**Keystone Infrastructure Private Limited**

702, Natraj, MV Road Junction,  
Western Express Highway, Andheri (East),  
Mumbai 400 069  
("KIPL")

Sirs:

Re: Avenue D-1 admeasuring 9863.14 square meters being part of Larger Land admeasuring in the aggregate approximately 8,79,581 Square Meters, and situate, lying and being at Village Dongare, also known as "Village Narangi", within the Registration Sub-District of Vasai, District Thane.

(1). We had, under instructions of Messrs. Evershine Developers a partnership firm registered under the Indian Partnership Act, 1932, having its place of business at Veena Beena Shopping Centre, Second Floor, Guru Nanak Road, Bandra (West), Mumbai 400 050 and Keystone Realtors Private Limited (successor in title of Enigma Constructions Private Limited), a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at 702, Natraj, MV Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069 (respectively, "Evershine" and "Keystone", and collectively, "Owners") examined their title to the Larger Land admeasuring 8,79,581 square meters situate at Village Dongare (Dongar Pada), within the Registration Sub-District of Vasai, District Thane more particularly described in the First Schedule hereunder written ("Larger Land").

(2). The Owners with an intent to notify the original owners and/or those having any interest in the Larger Land or any part thereof about the proposed acquisition, constructed a compound wall around the boundaries of the Larger Land during the period 2005 to 2007.

(3). We had: (a) after taking searches at the Office of the Sub-Registrar of Assurances at Vasai, Virar and Nala Sopara, (b) publishing the usual Public Notices in certain newspapers, that is, (i) Free Press Journal (English) dated 9<sup>th</sup> March, 2005 and Nav Shakti (Marathi) dated 11<sup>th</sup> March, 2005, (ii) Free Press Journal (English) dated 26<sup>th</sup> January, 2006 and Nav Shakti (Marathi) dated 25<sup>th</sup> January, 2006, (iii) Free Press Journal (English) dated 13<sup>th</sup> June, 2006 and Nav Shakti (Marathi) dated 13<sup>th</sup> June, 2006, (iv) Free Press Journal (English) dated 12<sup>th</sup> September, 2006 and Nav Shakti

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(Marathi) dated 13<sup>th</sup> September, 2006 and (v) Free Press Journal (English) dated 27<sup>th</sup> December, 2006 and Nav Shakti (Marathi) dated 27<sup>th</sup> December, 2006, and (c) perusing the photocopies of several title deeds, the Search Reports submitted by our search clerk Mr. Shriniwas Chipkar and the extracts from Record of Rights issued our Report on Title dated 3<sup>rd</sup> June, 2009 to the Owners.

(4). It appears Keystone, at the relevant time, decided to demerge its entitlement to develop, Avenue 'D-1', as referred to hereinbelow, to and in favour of yourselves, KIPL. Accordingly, KIPL has now requested us to provide an updated Report on Title in respect of Avenue D-1 and KIPL's entitlement to develop the same, as provided hereinafter.

(5). Based on the aforesaid investigation, and information furnished to us by Evershine, Keystone and its predecessor-in-title, that is, Enigma Constructions Private Limited, we have set out below certain matters and events related to the Larger Land, in which Avenue "D-1" is, *inter alia*, comprised, and in respect of certain matters in respect of Avenue 'D-1', KIPL, and KIPL's proposed development of Avenue 'D-1', that is:

(a). The Larger Land originally comprised of several pieces and parcels of agricultural land bearing different survey numbers, which were earlier owned and held by certain persons/agriculturists. Such pieces and parcels of land were purchased and acquired by Palghar Land Development Corporation ("PLDC") under several Deeds of Conveyance executed by the owners thereof, the deeds of conveyance having been registered with the Sub-Registrar of Assurances at Vasai at the relevant times. The Larger Land was thereupon mutated to the name of PLDC in the record of rights maintained in respect thereof. Such deeds of conveyance were also executed after certain permissions were obtained for the transfer and development of the Larger Land including the Order No. Revenue/K-1/T-9/ANAP/ASR-11/2004 dated 27<sup>th</sup> February, 2004 passed by the Collector, Thane for conversion of the Larger Land to non-agricultural use;

(b). Evershine purchased and acquired the Larger Land under five deeds of conveyance, that is, the Deed of Conveyance dated 9<sup>th</sup> August, 2005 (as rectified by the duly registered Deeds of Rectification dated 8<sup>th</sup> February, 2006 and 11<sup>th</sup> May 2009), the Deed of Conveyance dated 8<sup>th</sup> February, 2006, the Deed of Conveyance dated 21<sup>st</sup> August, 2006, the Deed of Conveyance dated 27<sup>th</sup> February 2007 and the Deed of Conveyance dated 11<sup>th</sup> May, 2007, all made by and between PLDC as Vendors of the First Part, the Erstwhile Partners of PLDC as Confirming Parties of the Second Part and Evershine as Purchaser of the Third Part, which deeds of conveyance were adjudicated under the Maharashtra Stamp Act, 1958 and registered in the Office of the Sub-Registrar of Assurances at Vasai. The Larger Land was thereupon mutated to Evershine's name in the relevant record of rights. PLDC also made certain declarations as to its title to the Larger Land;

(c). It was agreed by and between Evershine and PLDC prior to Evershine acquiring the Larger Land, that PLDC would obtain all requisite permissions, approvals and sanctions from all concerned authorities including the then concerned planning authority and other concerned authorities for development thereof in phases. Upon Evershine acquiring the Larger Land, PLDC had the same amalgamated and the same was allocated new survey nos. 5, 5B, 5D, 5F and 5G;

(d). Pursuant to a group housing scheme jointly evolved by PLDC and Evershine for development of the Larger Land, a lay-out plan and building proposal were submitted by PLDC, through its project architects, to the then planning authority in whose jurisdiction the Larger Land was situate, that is, the City and Industrial Development Corporation of Maharashtra ("**CIDCO**"). In pursuance thereof, CIDCO issued its Commencement Certificate bearing no. CIDCO/VVSR/CC/BP-3519/W/2615, dated 2<sup>nd</sup> December 2005. Thereafter CIDCO approved the plan in respect of the development of the Larger Land vide its Approval bearing no. CIDCO/VVSR/CC/BP-3519/Layout/W/151, dated 29<sup>th</sup> January 2008 and issued 282 (two hundred and eighty-two) commencement certificates in respect thereof ("**2005/2008 Sanctioned Lay-out & Approvals**");

(e). Since the year 2009 the Larger Land is under the jurisdiction, and within the limits, of the Vasai-Virar City Municipal Corporation ("**VVCMC**"), as successor of CIDCO;

(f). Parts/portions of the Larger Land have been reserved and earmarked, under the approved Development Plan of the VVCMC, for development plan roads, development plan reservations, playgrounds, schools, colleges, recreational grounds, common facilities centers, markets, parking areas, channels, etc. (collectively, the "**Reservations/Amenity Plots**").

(g). Under the 2005/2008 Sanctioned Lay-out & Approvals, various development plan roads, footpaths lighting, street lights, footpath lights, drainage, sewerage, storm, water mains, tree plantation, recreational grounds, play grounds were earmarked, and are required to be developed and provided upon the Larger Land ("**Infrastructure**");

(h). Environmental Clearance Certificate/Approval bearing no. 21-544/2006-1A-III, dated 13<sup>th</sup> March 2007 was issued in respect of the Larger Land and the development thereof, by the Government of India, Ministry of Environment and Forests ("**Environmental Clearance**") upon an application made by PLDC prior to the 2008 Sanctioned Lay-out & Approvals;

(i). Pursuant to an agreement arrived at by and between Evershine and Keystone's predecessor-in-title, that is Enigma Constructions Private Limited ("**Enigma**"), by and under the Deed of Conveyance dated 20<sup>th</sup> March, 2009 made by and between Evershine of the One Part and Enigma of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Vasai under Serial No. 1995 of 2009 ("**2009 Deed of Conveyance**"), Evershine sold and conveyed, to Enigma, a one-half undivided share in the Larger Land for the consideration stated therein. Thereafter, under the Joint Venture Agreement dated 20<sup>th</sup> March 2009, made by and between Evershine of the One Part and Enigma of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Virar, vide Serial no. Vasai2/1996/2009 dated 21<sup>st</sup> March 2009 ("**Joint Venture Agreement**") Evershine and Enigma agreed to jointly develop the Larger Land, *inter alia*, with a view to: (i) setting up a residential-cum-commercial Complex known as "Global City" upon the Aggregate Avenues, in a phase-wise manner ("**Complex**"), in terms of the 2005/2008 Sanctioned Lay-out & Approvals, and further revised lay-out, approvals and permissions to be sanctioned and issued from time to time, including those that are hereinafter recited and selling flats, shops and other premises on ownership basis then under the Maharashtra Ownership Flats Act, 1963, and (now) the Real Estate (Development And Regulation) Act, 2016, (ii) apportionment in equal shares of all sale proceeds from sale of flats and other premises and other dealings with portions of the Larger Land by grant of development rights to third parties, (iii) forming co-operative societies of purchasers of flats and other premises in the building and executing leases in perpetuity for a nominal rent in favour of each such societies, (iv) transferring by conveyance upon the completion of the entire project the reversionary rights of Evershine and Enigma to an apex body to be formed, *inter alia* of co-operative societies, and (v) collecting subscription fees and contributions towards the Corpus Fund from purchasers of flats at stipulated rates therein and to deposit such amounts in designated accounts of the joint venture.

(j). For the smooth and orderly development thereof, the Larger Land was notionally sub-divided by Evershine and Enigma into 15 (fifteen) or more avenues, which avenues were further sub-divided from time to time (initially by Enigma and Evershine, and subsequently by Keystone and Evershine), whereby there are now approximately 22 (twenty-two) or more avenues identified and earmarked upon the Larger Land ("**Aggregate Avenues**"). Some of the avenues, including Avenue 'D', have been sub-divided into sub-avenues;

(k). Upon the Larger Land coming within the jurisdiction of VVCMC as successor of CIDCO (as stated above), as the planning authority in respect thereof, Enigma and Evershine jointly prepared and submitted, to the VVCMC, revised building proposals in respect of the development of the Larger Property/Complex, through their architect, and the VVCMC issued further Commencement Certificate bearing no. VVCMC/TP/AM/VP-

0453/084/2011-12, dated 13<sup>th</sup> September, 2011, as modified by the Commencement Certificate bearing no. VVCMC/TP/AM/VP-0453/296/2011-12, dated 31<sup>st</sup> March, 2012 (collectively, "**2011/2012 Revised Lay-out & Approvals**"). Subsequently, separate commencement certificates were issued by the VVCMC on an avenue-wise basis, pursuant to which the 2005/2008 Sanctioned Lay-out & Approvals and the 2011/2012 Revised Lay-out & Approvals have been modified and amended, from time to time, to the extent of such amendments to lay-outs of the specific avenues;

(l). By and under the Agreement of Modification dated 13<sup>th</sup> October 2012, made by and between the Evershine and Enigma, registered in the Office of the Sub-Registrar of Assurances at Vasai-2, vide Serial no. 9924 of 2012, as amended by and read with Addendum Agreement dated 30<sup>th</sup> July, 2013 also executed by and between Evershine and Enigma, registered in the Office of the Sub-Registrar of Assurances vide Serial no. 2822 of 2013 ("**Modification Agreement**") and as subsequently amended and modified by certain letter agreements executed by and between Keystone and Evershine, the Predecessor-in-title and Evershine agreed to apportion the saleable FSI of 29,39,133.76 sanctioned under Commencement Certificate No. VVCMC/T.P./AMEND/BP-3519/VP-0453/071/2012-13 dated 13<sup>th</sup> June, 2012 issued by the VVCMC in equal shares and to utilize and exploit their respective shares of the FSI separately and independently in the construction of buildings on designated portions of Avenues 'K' and 'L'. Keystone were entitled to utilise the Keystone FSI on the following, that is Avenue 'L-1', Avenue 'L-2', Avenue 'L-4'(part), Avenue 'K-1' and Avenue 'K-2 ("**Keystone Avenues**") whereby Evershine was entitled to utilise the Evershine FSI on the following, that is Avenue 'L-3', Avenue 'L-4'(part), Avenue 'L-5', Avenue 'L-6', Avenue 'K-3' and Avenue 'K-4 ("**Evershine Avenues**")

(m). By and under the Order dated 7<sup>th</sup> November 2014, passed in Company Petition Nos. 403 to 411 in the Hon'ble Bombay High Court, Enigma was duly amalgamated with Keystone, whereby all assets, properties, liabilities and obligations of Enigma including its one-half undivided share, right, title and interest in the Larger Land vested absolutely and exclusively in Keystone in the manner as stated therein.

(n). The hereinbefore recited Environmental Certificate, duly validated subsequently, the commencement certificates and the other approvals obtained thereafter, are hereinafter collectively referred to as the "**Approvals, Sanctions and Permissions**";

(o). The Larger Land bears a single survey number and has not been, and, we are informed by the Owners, will not be subdivided, and consequently, the Owners have decided and agreed that a transferable and assignable lease in perpetuity at a nominal annual lease rent of Re. 1/- (Rupee One Only) per

annum will be executed, by them, of the portions of the Avenue 'D-1' described in the Second Schedule hereunder, whereby (in terms of KIPL having acquired the rights as referred below) a conveyance will be executed by KIPL of the residential building/s and commercial building intended to be constructed thereon by KIPL, with appurtenant area/s around each such residential building and commercial Building of not less than 6 meters in width in favour of each of the co-operative societies formed of purchasers of flats, shops and other premises in such residential building and commercial building under the Maharashtra Co-operative Societies Act, 1960.

(p). Pursuant to the Joint Venture Agreement, the joint venture comprising the Owners have constructed buildings on certain avenues and have allotted and sold flats, shops and other premises on ownership basis, and have in during past approximately eight years executed several development agreements in favour of third party developers in respect of certain Avenues or Sub-Avenues granting irrevocable development rights to each of them pursuant to which development of such Avenues/Sub-Avenues been undertaken and/or in progress.

(q). The Modification Agreement was further amended and clarified under the letter (styled as "Deed of Clarification") dated 7<sup>th</sup> August, 2015, addressed by Keystone to Evershine ("2015 Writing") under which it was, *inter alia*, agreed that Evershine would be entitled to utilize certain saleable FSI, as specified therein, in the construction of residential buildings on Avenue 'L-5' (being one of Evershine Avenues) and Keystone would be entitled to utilise certain saleable FSI, as specified therein, in the construction of a residential building upon Avenue 'L-4' (being a part of Avenue 'L-4' and forming a part of the Evershine Avenues), and that each of them would be entitled to grant development rights in respect thereof as provided therein. In view thereof, the entire Avenue 'L-4' came to be a part of one of the Keystone Avenues.

(r). By and under the Joint Venture Agreement dated 15<sup>th</sup> December, 2010 made by and between Messrs. Rustomjee Evershine Joint Venturers (a joint venture between the Owners) of the One Part and Venus Developers ("Venus") of the Other Part, registered in the Office of the Sub-Registrar of Assurances vide Serial no. 148 of 2011 as amended and modified by the: (i) letter dated 7<sup>th</sup> October 2016 addressed by M/s. Vijay & Co. Advocates for Venus to Rustomjee Evershine Joint Venturers, (ii) Letter Agreement dated 7<sup>th</sup> November, 2017 executed between Venus, Evershine and Keystone with respect to Avenue 'D' (comprised in the Larger Land) and (iii) letter dated 13<sup>th</sup> November, 2017 ("2017 Letter") addressed by Evershine to Keystone, under it was, *inter alia*, agreed that:

(i). Venus shall continue to be entitled to utilise FSI of 4,40,073 square feet (built up area) upon a portion of the said Avenue D, admeasuring 27,787 square metres;

(ii). Evershine would be entitled to utilise/deal with Avenue 'L-3', Avenue 'L-5', Avenue 'L-6', Avenue 'K-3' and Avenue 'K-4' (also comprised in the Larger Land) in accordance therewith, as it deemed fit and proper in its absolute discretion;

(iii). Evershine and Keystone would be entitled to jointly utilise/deal with Avenue 'D-1(B)' and Avenue 'K-1' (also comprised in the Larger Land) in accordance therewith, as it deemed fit and proper in their absolute discretion; and,

(iv). Keystone would be entitled to utilise/deal with Avenue 'D-1(A)', Avenue 'L-1', Avenue 'L-2', Avenue 'L-4' and Avenue 'K-2' (also comprised in the Larger Land) in accordance therewith, as it deemed fit and proper in its absolute discretion.

(s). Pursuant to a scheme of arrangement between Keystone, KIPL, the shareholders and creditors of Keystone and KIPL's shareholders and creditors under Sections 230 to 232 and other relevant provisions of the Companies Act, 2013 read with the Companies Rules ("**Demerger Scheme**"), filed with the National Company Law Tribunal, Mumbai Bench ("**NCLT**"), the project undertaking described in the Demerger Scheme, which included Keystone's entitlement to develop Avenue 'D-1', was duly demerged and transferred to KIPL, under the Order dated 13<sup>th</sup> April, 2018, passed by the NCLT in Company Scheme Petition Nos. 106 of 2018 of Company Scheme Application No. 860 of 2017 and in terms of the Demerger Scheme ("**NCLT Order**"). Accordingly, all FSI which Keystone was entitled to utilize upon Avenue D-1(A) under the 2017 Letter stood fully transferred to, and vested in, KIPL, and Keystone has not retained any part thereof. KIPL is accordingly exclusively entitled to develop and construct upon Avenue D-1 in accordance with the scheme of development as set out in the Joint Venture Agreement, as amended and modified from time to time, including in terms of, and in accordance with the writings referred hereinabove;

(t). Evershine, Keystone and KIPL have vide their joint letter dated 21<sup>st</sup> September, 2018, confirmed that owing to changes in circumstances and events that have occurred: (a) Avenue 'D-1(A)' will now be re-named as Avenue 'D-1', (b) the words "the balance portion of Avenue 'D-1' admeasuring 14,896.86 square meters" appearing in the first and second line of paragraph 6(c) of the 2017 Letter is replaced by, and shall henceforth be replaced by the following that is, "a portion of the balance portion of Avenue 'D-1' admeasuring 4,674.36 square meters, being Avenue 'D-2' and the remaining portion of the balance portion of Avenue 'D-1' admeasuring 3,013.74 square meters, being Avenue 'D-3'" and (c) Avenue 'D-1(B)' (which is in two parts) will now be respectively renamed as Avenue 'D-2' & Avenue 'D-3'.

(u). By and under the Debenture Trust Deed dated 10<sup>th</sup> October, 2017 (“**DTD**”), registered in the Office of the Joint Sub-Registrar Cass II Vasai II under Serial no. Vasai-2/604 of 2018, made by and between Vistra ITCL (India) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, Plot no. 22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 as the Debenture Trustee of the First Part (“**Vistra Trustee**”), KIPL as the “Company” of the Second Part, Keystone as “KRPL” of the Third Part, Mr. Boman Irani as “Principal Shareholder 1” of the Fourth Part, Mr. Chandresh Mehta as “Principal Shareholder 2” of the Fifth Part, Mr. Percy Chowdhry as “Principal Shareholder 3” of the Sixth Part and Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company Limited), in its capacity as the trustee of HDFC Capital Affordable Real Estate Fund - I, a category II Alternative Investment Fund formed under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 acting through its investment manager HDFC Capital Advisors Limited, a company registered under the provisions of the Companies Act, 2013, having its registered office at HDFC House, HT Parekh Marg, Churchgate, Mumbai 400020 as “Investor” of the Seventh Part (“**Vistra Investor**”), it has been, *inter alia*, recorded that: (i) KIPL has settled in trust upon Vistra Trustee the Initial Corpus Fund (as defined in the DTD), and Vistra Trustee has accepted the Initial Corpus Fund to acts as trustee for the benefit of and on behalf of the Debenture Holders (as defined in the DTD) which includes the Vistra Investor subject to the terms and conditions of the DTD, and (ii) in consideration of the Series A Debenture Holders (as defined in the DTD which included the Vistra Investor) subscribing to the Series A Debentures (as defined in the DTD), the Mortgagors, that is, KIPL and Keystone have created a first and exclusive charge by way of mortgage unto the Vistra Trustee (acting for the benefit of the Series A Debenture Holders (as defined in the DTD which included the Vistra Investor)) of, *inter alia*, the rights and entitlements of Keystone/KIPL in and to Avenue ‘D-1’. KIPL has informed us that they have filed Form CHG-9 with the Registrar of Companies in respect of the creation of the aforesaid charge and other than the aforesaid DTD, no other documents/records/writings have been executed in respect of the creation of the aforesaid charge. Keystone and KIPL have also informed us that by and under the Deed of Re-conveyance dated 19th September, 2018, registered with the Sub-Registrar at Vasai no. 2 (Virar) under Serial no. 9390 of 2018 on 19<sup>th</sup> September, 2018 (“**Deed of Re-conveyance**”), made by and between Vistra Trustee as Debenture Trustee/Mortgagee of the First Part, KIPL as Company or Mortgagor of the Second Part, Keystone as Confirming Party of the Third Part, Vistra Trustee has pursuant to mutual understandings arrived at between itself, KIPL and Keystone, re-granted, re-conveyed, re-assigned, re-assured, released and re-transferred the Secured Property (as defined and referred to in the Deed of Re-conveyance) which includes the aforesaid right, title and interest in and to Avenue D-1. Keystone and KIPL are taking necessary steps to file the



necessary forms with the Registrar of Companies in respect of the aforesaid re-conveyance.

(v). KIPL had availed of a rupee facility from Piramal Capital and Housing Finance Limited (earlier known as Piramal Housing Finance Limited) ("**Lender**") to an extent of Rs. 75,00,00,000/- (Rupees Seventy-five Crores) upon the terms and conditions recorded and contained in the Loan Agreement dated 30<sup>th</sup> July, 2018 ("**Loan Agreement**") and as a security for the discharge of the Secured Obligations (as defined in the Loan Agreement), KIPL and Keystone, at the request of the Lender, created in favour of Piramal Trusteeship Services Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 4<sup>th</sup> Floor Piramal Tower Annex next to Peninsula Corporate Park, G.K. Marg, Lower Parel, Mumbai 400 013 ("**Piramal**"), a mortgage by way of first ranking exclusive charge over, *inter alia*, its rights and entitlements in and to Avenue 'D-1' ("**Piramal Mortgage**") upon the terms and conditions recorded and contained in the Indenture of Mortgage dated 30<sup>th</sup> July, 2018, registered in Office of the Joint Sub-Registrar Class II Vasai II under Serial no. Vasai-2/8106 of 2018, made by and between KIPL as Borrower or Mortgagor 1, Keystone as Mortgagor 2 and Piramal as Security Trustee or Mortgagee ("**Piramal Mortgage Deed**"). KIPL has informed us that KIPL has filed Form CHG-1 with the Registrar of Companies in respect of the creation of the aforesaid charge.

(w). We are informed by Evershine and Keystone that pursuant to the building proposal submitted by them through the Project Architect, the VVCMC has issued Commencement Certificate no. VVCMC/TP/RDP/VP-0453/81/2018-19 dated 16<sup>th</sup> July, 2018 ("**2018 Commencement Certificate**"), sanctioning the construction of the residential buildings and commercial uilding upon Avenue 'D-1' by utilization of FSI of 18,452.19 square meters, built-up area, as stated therein.

(x). Keystone and KIPL have vide their letter dated 21<sup>st</sup> September, 2018, addressed to us, *inter alia*, informed us that the Audit Team of the Accountant General (II), Nagpur in its routine local inspection of the Office of Collector of Stamps, Thane Rural, had undertaken an audit of the 2009 Deed of Conveyance and in pursuance thereof, filed Adjudication Case No. ADJ/177/2009 objecting to non-levy of stamp duty thereon due to failure to ascertain the correct subject matter of the property which had led to short levy of stamp duty of Rs. 2,07,34,369/- ("**Deficient Stamp Duty**"). The Chief Controlling Revenue Authority, Maharashtra State, Pune ("**CCRA Pune**") on receipt of the aforesaid audit objection report and in exercise of the powers conferred to it under Section 53A of the Maharashtra Stamp Act, 1958 initiated proceedings being Revision Case No. 148 of 2014 to examine whether any stamp duty is short levied on the 2009 Deed of Conveyance or not. Pursuant to the hearings held between the representatives of the Applicant being the State of Maharashtra through the Collector of Stamps, Thane Rural

and the representatives of Enigma being the Non-Applicant, the CCRA Pune passed its Order dated 1<sup>st</sup> April, 2017 ("**CCRA Order**") holding, *inter alia*, that the 2009 Deed of Conveyance was found to be short levied by the Deficient Stamp Duty and Enigma was directed to pay the same within ten days from the receipt of the CCRA Order. Being aggrieved by the CCRA Order, Keystone filed Writ Petition No. 7413 of 2017 ("**Writ Petition**") in the Hon'ble High Court at Bombay, Appellate Civil Jurisdiction against CCRA Pune and Others praying, *inter alia*, that the Hon'ble Court issue a writ of certiorari or a writ in the nature of certiorari or any other appropriate writ, order or direction, calling for the records of Keystone's case and after considering the correctness and veracity thereof, quash and set aside the CCRA Order, the operation, effect and implementation of the CCRA Order be stayed. During the pendency of the Writ Petition, the Tahsildar and Executive Magistrate, Palghar issued its Notice dated 25<sup>th</sup> October, 2017 ("**Tahsildar Notice**") calling upon Keystone to make payment of the Deficient Stamp Duty within a period of seven days from the receipt of the Tahsildar Notice. Thereafter Keystone addressed a letter dated 31<sup>st</sup> October, 2017 to the Tahsildar and Executive Magistrate, Palghar notifying them of the Writ Petition and enclosing therewith a copy thereof and requested them to withdraw the Tahsildar Notice and not to take any action for recovery of the Deficient Stamp Duty. Keystone's Advocate also addressed a Letter dated 2<sup>nd</sup> November, 2017 to the Government Pleader, Bombay High Court requesting it to instruct the Respondent/Tahsildar, Vasai-Palghar not to initiate proceedings or actions on the basis of the Tahsildar Notice and to forthwith withdraw the same. The Government of Maharashtra, Department of Stamp and Registration having obtained information that Keystone's bank account was being used by Keystone, issued its Letter bearing reference no. AG/RRC/DOC.No.177/09/Bas-2/3125/18 dated 5<sup>th</sup> March, 2018 ("**Stamp Office Notice**") to the Manager of Punjab National Bank informing them that as the Government of Maharashtra, Department of Stamp and Registration has issued revenue recovery certificate under Section 46 of the Maharashtra Stamp Act, 1958, no transaction should be allowed for the account without having further instruction from this office. Being aggrieved, Keystone through its representative Mr. Srivals Kumar filed Affidavit in the Court on 8<sup>th</sup> March, 2018 and moved urgently for stay of the implementation of the Stamp Office Notice till final disposal of the Writ Petition. Pursuant thereto, the Hon'ble Court passed its Order dated 8<sup>th</sup> March, 2018 ("**8<sup>th</sup> March Order**") directing Keystone to furnish a bank guarantee to the extent of 50% of the Deficient Stamp Duty within one week from the date of the 8<sup>th</sup> March Order as well as stayed the Stamp Office Notice. Pursuant thereto, Keystone furnished to the Registrar, Bombay High Court a Bank Guarantee no. 1238BGFD001718 dated 14<sup>th</sup> March, 2018 and amended on 7<sup>th</sup> September, 2018 ("**Bank Guarantee**") issued by ICICI Bank Limited ("**Bank**") under which the Bank agreed to guarantee "the Registrar, High Court, Bombay" in pursuance of the 8<sup>th</sup> March Order for the sum not exceeding Rs. 1,03,67,190/- as assurance that Keystone will pay the additional stamp duty towards the 2009 Deed of Conveyance after

the final order/decision of the Hon'ble Bombay High Court in the Writ Petition (including appeals if any) is finally held that further amounts are payable by Keystone. Only upon the additional stamp duty charges being paid by Keystone in accordance with the final outcome, the Registrar, High Court, Bombay will release the Bank Guarantee by written intimation to the Bank and the Bank would remit the amount under this Bank Guarantee to Keystone without demur. However, if Keystone fails to make the payment in the stipulated period as per the final order/decision of the Hon'ble Bombay High Court, the Registrar High Court Bombay will invoke and enforce the Bank Guarantee for the purpose and for the extent as set out in the final order, of compensation for the additional stamp duty charges. Keystone has informed us that there are no orders, judgments, or decrees passed therein, and/or any undertakings given in the aforesaid proceedings which affect Keystone and Evershine's title to Avenue 'D-1' and/or in any manner hinder, or restrict the rights and entitlements of KIPL to develop Avenue D-1 in terms of and in accordance with the joint venture documentation referred to hereinabove.

(6). Based on the investigation undertaken by us earlier, the declarations / writings executed by PLDC, representations made by KIPL and Keystone in their letter dated 21<sup>st</sup> September, 2018, and Evershine in their letter dated 22<sup>nd</sup> September, 2018, and information provided to us from time to time by the Owners, and subject to the covenants and conditions contained in all the aforesaid letters and the terms and conditions of the lay-out and other approvals and permissions in respect of the Larger Land and Avenue 'D-1', we are of the opinion that: (a) the Owners' title to Avenue D-1 is good and marketable and free from encumbrances, subject to: (i) KIPL's entitlement to develop the same as referred hereinbelow, (ii) the final order/outcome of the Writ Petition, (iii) the necessary filings being made with the Registrar of Companies with respect to the mortgage which has since released/re-conveyed (as referred to hereinabove), (iv) the Piramal Mortgage and (v) Avenue D-1 not being sub-divided from the Larger Land, and, (b) KIPL is entitled, in terms of and in accordance with the joint venture documentation referred to hereinabove, to develop Avenue D-1, to utilise FSI of 18,452.19 square meters (built-up area) thereon that was earlier allocated to Keystone, which is now held by KIPL pursuant to the NCLT Order, to develop and construct residential buildings and commercial building thereon in accordance with the 2018 Commencement Certificate, to allot and sell, in accordance with law and applicable permissions and approvals and subject to KIPL obtaining the requisite consent/no objection letter from Piramal in accordance with the Piramal Mortgage Deed, the flats, shops and other premises to prospective purchasers on ownership basis and to receive the gross sale proceeds from the purchasers of flats, shops and other premises on its own account and for its own benefit.



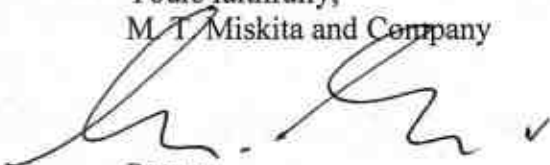
**The First Schedule Above Referred To:**  
**(Description Of The Larger Land)**

**ALL THAT PIECE AND PARCEL** of non-agricultural vacant Land bearing New Survey Nos. 5, 5B, 5D, 5F, and 5G as per latest Record of Rights admeasuring in the aggregate approximately 8,79,581 square meters situate, lying and being at Village Dongare (Dongar Pada) also known as "Village Narangi" within the Registration Sub-District of Vasai, District – Thane.

**The Second Schedule Above Referred To:**  
**(Description Of Avenue "D-1")**

All those demarcated portion/s of the Avenue D Plot admeasuring 9863.14 square meters and is shaded by a Blue colour and designated 'D-1' on Plan annexed thereto. The Avenue D-1 Plot being a part of the Larger Land as particularly described in the First Schedule herein.

Yours faithfully,  
M. T. Miskita and Company



Partner