

Jayesh Vilas Karandikar

Advocate

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12th July, 2017

To,
Genext Hardware and Parks Private Limited
Plot No. C-30, Block 'G',
Opp. SIDBI,
Bandra Kurla Complex,
Bandra (E),
Mumbai - 400051

SUPPLEMENTAL TITLE REPORT

Property:

Lands admeasuring 60,064.83 square meters comprising of (i) freehold land bearing Cadastral Survey No.1903(part) of Byculla Division admeasuring 1,192.35 square meters situate at Maulana Azad Road, Jacob Circle, Mumbai in the Registration District of Mumbai, (ii) freehold land bearing Cadastral Survey No.1905 of Byculla Division admeasuring 38,711.56 square meters situate at Sane Guruji Marg and Maulana Azad Road, Jacob Circle, Mumbai in the Registration District of Mumbai, (iii) freehold land bearing Cadastral Survey No.1/1905 of Byculla Division admeasuring 210.70 square meters situate at Jacob Circle, Mumbai in the Registration District of Mumbai, (iv) freehold land bearing Cadastral Survey No.2/1905 of Byculla Division admeasuring 71.54 square meters situate at Jacob Circle, Mumbai in the Registration District of Mumbai, and (v) leasehold land bearing Cadastral Survey No.1904(part) of Byculla Division admeasuring 19,878.68 square meters situate between Dr. Anand Rao Nair Road and Maulana Azad Road, Jacob Circle, Mumbai in the Registration District of Mumbai ("**Developable Land**"). (The aforesaid land area is inclusive of area handed over / to be handed over for road set back, and to MCGM and MHADA).

Original Owner of Developable Land: Hindustan Spinning & Weaving Mills Limited ("**HSW**")

Present Owner of the Developable Land: Capricon Realty Limited ("**Capricon**")

Original Developer of Developable Land: K Raheja Corp Private Limited ("**KRCPL**")

Present Developer of Developable Land: Genext Hardware and Parks Pvt. Ltd. ("**Genext**")

This is to certify as follows:

- (a) I have perused the (i) Title Certificate dated 23rd August 2004, Report on Title dated 23rd August 2004 and (ii) Title Certificate dated 11th September 2009 issued by M/s. Wadia Ghandy & Co., (Advocates & Solicitors) [annexed hereto as **Annexure A** and **Annexure B** respectively ("**Title Certificates**") in respect of the Developable Land, Capricon's title to the Developable Land and Genext's entitlement of developing the Developable Land and am issuing this Supplemental Title Report in furtherance thereto.
- (b) Searches have been carried out through Mr. Ashish Javeri, Title Investigator at the office of the Sub Registrar of Assurances (Nos.1 to 5) at Mumbai for the period from the year 2009 to 2017 (9 years) in respect of the Developable Land who has issued Search Report dated 11th April 2017 in this regard; a copy whereof is enclosed as **Annexure C** hereto.

- (c) Searches have been carried out through Mr. V. Sundaram, Company Secretary in the Registrar of Companies with respect to charges created by Genext on the Developable Land; who has issued Report dated 17th April 2017 in this regard, a copy whereof is enclosed as **Annexure D**.

I. **TITLE OF GENEXT**

1. By the Development Agreement dated 24th August 2004 ("**Development Agreement**") (registered at Serial No.BBE-1/9565/2004 with the office of the Sub Registrar, Mumbai) between HSW (as the original owner therein), Capricon (as the present owner therein) and KRCPL (as the developer therein) read with Security Trustee Agreement dated 18th February 2005 ("**Security Trustee Agreement**") (registered at Serial No.BBE-1/5262/2005 with the office of the Sub Registrar, Mumbai), KRCPL was inter alia entitled to develop the Developable Land subject to what is stated therein. Thereafter, by Deed of Assignment for Transfer of Development Rights dated 6th August 2007 ("**Deed of Assignment**") (registered at Serial No.BBE-1/8671/2007 with the office of the Joint Sub-Registrar, Mumbai City No.1) between KRCPL (as the original developer therein) and Genext (as the assignee developer therein), Genext became entitled to develop the Developable Land subject to what is stated therein.
2. The aforesaid land area of 60,064.83 square meters was as per the title documents. The land area as per the latest Property Cards issued on 19th June, 2017, is 57,050.17 square meters (after excluding the areas handed over for road set back, and to MHADA & MCGM).

II. **SUBSEQUENT EVENTS**

1. By Indenture of Access and Right of Way dated 14th October 2009 (registered at Serial No.BBE-2/7951/2009 with the office of the Joint Sub-Registrar, Mumbai City), a non-exclusive right of way and access, over and upon part of the means of access as more particularly set out therein has been granted to one Neelkamal Realtors Tower Private Limited (as grantee therein) (being the owner of the land adjoining to the Developable Land bearing Cadastral Survey No.1906 of Byculla Division), by Capricon (as the grantor therein), Genext (as the developer therein), HSW (as the lessee of the leasehold portion of the Developable Land therein) and the Trustees of the Thackersey Moolji Charity Trust (being the lessor of the leasehold portion of the Developable Land) on the terms and conditions therein contained, so as to have a means of access to and from Dr. A Nair Road, in common with the purchasers/owners/occupants of the premises in the buildings that may be finally constructed by Genext on the Developable Land and others as may be authorised by Capricon and Genext, but subject to the rights of Capricon and Genext reserved under the said Indenture.
2. The Public Interest Litigation bearing No.06/2008 ("**Earlier PIL**") filed by the Girni Kamgar Karmchari Nivara and Kalyankari Sangh against the State of Maharashtra and HSW (details of which are set out in the said Title Certificate dated 11th September 2009) has been dismissed by the Order of the Bombay High Court dated 9th March 2011. Genext has informed me that to best of their knowledge the said Order has not been challenged in the Supreme Court.
3. A small structure admeasuring 20.44 square meters was situated on a portion of the Developable Land, which structure was in occupation of one Mr. R.D. Gupta, who had filed RAD Suit No.1506 of 2009 in Mumbai Small Causes Court claiming to be a tenant of the said structure (as set out in the said Title Certificate dated 11th September 2009). The said dispute has been resolved and by a Deed of Transfer of Tenancy dated 19th October 2011

[registered at Serial No.BBE-2/7570/2011 with the office of the Sub Registrar of Assurances], Mr. R.D. Gupta has transferred, assigned and relinquished unto Genext all his tenancy rights, title and interest in and relating to the said structure in favour of Genext; and handed over on 19th October 2011 the quite, vacant and peaceful possession of the said structure to Genext. Accordingly, Mr. R.D. Gupta applied to the Hon'ble Court for unconditional withdrawal of the said Suit No.1506 of 2009 and upon the no-objection of all parties and by and under Order dated 20th October 2011 passed by the Hon'ble Small Causes Court, the said Suit was allowed to be withdrawn. Genext demolished the said structure in furtherance of the development undertaken by it on the Developable Land.

4. By Deed of Modification dated 19th February 2010 ("**Deed of Modification**") [registered at Serial No.BBE-2/1396/2010 with the office of the Sub Registrar of Assurances, Mumbai] and Supplemental Agreement dated 4th August 2012 ("**Supplemental Agreement**") [registered at Serial No.BBE-2/5892/2012 with the office of the Sub Registrar of Assurances, Mumbai] both between KRCPL and Genext, the parties modified certain terms and conditions of the Deed of Assignment. The Development Agreement, Security Trustee Agreement, Deed of Assignment, Deed of Modification and the Supplemental Agreement are hereinafter collectively referred to as "**said Agreements**".
5. By and under the writing dated 21st June 2012 (hereinafter referred to as the "**Writing in respect of the Premises agreed to be earmarked for the Present Owner's Realisations and Premises agreed to be earmarked for the Developers Realisations**"), addressed by Capricon (i.e. the Present Owner) to Genext (i.e. the Developer) and KRCPL (i.e. the Original Developer), it is inter alia recorded and agreed between the parties thereto, inter alia, that 100% of the Realizations from marketing of the Premises earmarked for the Present Owner's Realizations (from and out of the Balance Residual Premises) shall be received directly by Capricon (as per the terms and conditions contained therein) and 100% of the Realizations from marketing of the Premises earmarked for the Developer's Realizations (from and out of the Balance Residual Premises) {"**Premises earmarked for the Developer's Realizations**"}, shall be received directly by Genext (as per the terms and conditions contained therein), and the rights, liabilities and obligations of the Capricon and Genext as per the provisions of the said Agreements read with the hereinabove recited writing will continue to be valid and subsisting, save and except as supplemented and varied under the Writing in respect of Premises agreed to be earmarked for the Present Owner's Realizations and Premises agreed to be earmarked for the Developer's Realizations. It was further recorded and confirmed under the said writing that Capricon has discharged Genext from its obligation to market and distribute the Realizations in respect of the Balance Residual Premises and such obligation of Genext stands waived or deemed to be complied with as per the said Agreements read with the Writing in respect of Premises agreed to be earmarked for the Present Owner's Realizations and Premises agreed to be earmarked for the Developer's Realizations. Genext and Capricon have exchanged further writings in furtherance of and pursuant to the documents between them, from time to time, for and in respect of carrying out development of the Developable Land.
6. By virtue of the aforesaid Deed of Assignment, Genext was to reconstruct, for and on behalf of Capricon, relocated new structure/s (consuming a built up area of 1,367.20 square meters approximately) (i.e. the Eck Haubold Portion as set out in para 17 of the Title Certificate dated 11th September 2009). Genext and Capricon have entered into the Agreement of Relocation of Erstwhile Showroom Workshop Premises dated 7th July 2012 ("**Relocation Agreement**") [registered at Serial No.BBE-2/4878/2012 with the office of the Joint Sub- Registrar, Mumbai City No.2] with regard to the above, duly recording the terms and obligations of Genext and the rights of Capricon in the relocated Showroom and Workshop Premises described in the Relocation Agreement. Accordingly, Genext

reconstructed the said new structure/s of a built up area of 1,409.03 square meters, as per the plans sanctioned for construction of the same (for the user of Showroom and Workshop) under part of the common podium and part of the first floor level (below the common podium) of the Residential Building No.1 constructed on the Developable Land and handed over possession of the same to Capricorn. At the request of Capricorn, the new structure has been modified and user thereof has been changed to commercial shops/offices etc. in accordance with the revised approvals from the concerned authorities and as such the reconstructed new structure presently comprises of a built up area of 1,708.73 square meters ("**New Commercial Structure**"). The ownership of the New Commercial Structure shall remain with Capricorn together with its appurtenant rights, its corresponding undivided, right, title and interest in the Developable Land and the rights/irrevocable exclusive licences to the amenities described in the Relocation Agreement including, inter alia, an irrevocable licence for exclusive use for access (to and from such new structure/s only from Sane Guruji Marg) over a portion of the demarcated area as shown in the plans annexed to the Relocation Agreement.

7. The obligations of Genext under the Development Agreement and Security Trustee Agreement towards (i) A to Z Broking Services Private Limited ("**A to Z**"), (ii) Himani Properties Private Limited ("**Himani**"), (iii) Reliance Industries Limited ("**RIL**"), (iv) Kamal Agri Properties Private Limited ("**Kamal**") and (v) Union Bank of India ("**UBI**") as set out in para 21 of the said Title Certificate dated 11th September 2009, have been fully discharged by Genext and the charges pertaining to A to Z, Himani, RIL, Kamal and UBI stand released as confirmed under various letters being (i) letters dated 28th December 2010 of RIL, (ii) letter dated 28th December 2010, letter dated 29th December 2010 and letter dated 30th December 2010 all of Reliance Ports and Terminals Limited ("**RPTL**") (successor/present entity of chargeholder), (iii) letters dated 28th December 2010 of Himani, (iv) letters dated 27th December 2010 of A to Z, (v) letters dated 28th December 2010 of Kamal and (vi) ITSL letter (as defined below inter-alia relating also to UBI) in this regard. Genext has handed over the possession of their respective premises in Tower A, Tower B and Tower C standing on the Developable Land to A to Z, Himani, RIL, Kamal and UBI as agreed under the Development Agreement and the Security Trustee Agreement. The charges as set out in para 21(xiii) of the Title Certificate dated 11th September 2009 including pertaining to NCD holders stand released as confirmed in the aforesaid writing dated 21st June 2012 from Capricorn to Genext. By their letter dated 10th March 2017 ("**ITSL Letter**") to Capricorn, IDBI Trusteeship Services Limited ("**ITSL**"), the security trustee for the benefit of five Debt Asset Swap Banks ("**DAS Banks**") namely (i) ICICI Bank Limited, (ii) IDBI Bank, (iii) Punjab National Bank, (iv) Union Bank of India and (v) UCO Bank has confirmed the full satisfaction of the charge of the aforesaid DAS Banks. ITSL has under the ITSL Letter, further confirmed that all the amounts secured under the Security Trustee Agreement and the aforesaid charges have been fully satisfied. The requisite form CHG-4 for satisfaction of charge of the aforesaid DAS Banks has been filed by Capricorn on 31st March 2017 with the Registrar of Companies, Mumbai which has issued the Memorandum of Satisfaction of Charge dated 31st March 2017 in this regard.
8. By Deed of Simple Mortgage dated 24th July 2013 ("**HDFC Mortgage Deed**") [registered at Serial No.BBE2/4689/2013 with the office of the Joint Sub Registrar, Mumbai City No.2 on 24th July 2013] between Genext (as mortgagor therein), (i) Novel Properties Private Limited, (ii) K Raheja Corporate Services Private Limited, (iii) Ivory Properties and Hotels Private Limited, (iv) Paradigm Logistics & Distribution Private Limited and (v) Genext [(i) to (v) all as Borrowers therein) and Housing Development Finance Corporation Limited ("**HDFC**") (as mortgagee therein), Genext has created a charge in favour of HDFC over the following premises in the Project 'Vivarea' situated on the Developable Land [**"HDFC Mortgage 1"**]:

- (a) 49,810 square feet saleable area (as described in Annexure IA of the HDFC Mortgage Deed) in Tower A and Tower B and approximately 1,94,600 square feet of saleable area in proposed Tower of Building 2 being the premises earmarked for Developers Realisations along with their respective proportionate undivided interest in the Developable Land in respect of which Genext is entitled to entire realisations as its share of 48% of Balance Residual Premises, as inter-alia set out in Letter dated 21st June 2012 from Capricon to Genext and KRCPL;
- (b) Proposed units as may be permitted to be constructed from the incentive FSI of the proposed public parking lot premises (which FSI is proposed to be obtained by and after constructing and handing over the proposed public parking lot premises to the MCGM by Capricon) along with their respective proportionate undivided interest in the Developable Land in respect of which Genext is entitled to realisations towards its share, subject to and in accordance with the agreement as may be arrived at with Capricon.

Subject to the payment of premium /agreement with Capricon, in respect of the fungible FSI component of approximately 35,000 square feet of saleable area.

The loan pertaining to HDFC Mortgage 1 has been fully repaid. The Form No.CHG-4 together with the Deed of Release dated 6th June 2016 [registered at Serial No.BBE-2/5544/2016 with the office of the Joint Sub Registrar, Mumbai City No.2] have been filed by Genext with the Registrar of Companies, Mumbai on 15th June 2016 which has issued the Memorandum of Satisfaction of Charge dated 15th June 2016 in this regard.

- 9. By and under Writing dated 29th July 2015 addressed by Capricon (i.e. the Present Owner) to Genext (i.e. the Developer,) it is inter alia recorded and agreed between the parties thereto that the flats specified in Annexure II annexed to the aforesaid said writing dated 29th July 2015 in Building No.2 (Tower D) upto the 18th habitable floors are earmarked for the Present Owner's Realizations and the remaining flats in Building No.2 (Tower D) upto the 18th habitable floors are earmarked for Developers Realizations and that the final earmarking of further areas shall be done on final sanction of plans for the whole project, or as may be mutually agreed.
- 10. By and under the Writing dated 18th September 2015 addressed by Capricon to Genext, it is inter alia further recorded and agreed between the parties thereto that (a) the flats specified and highlighted in yellow wash in Annexure IIIA annexed to the said Writing dated 18th September 2015 in Building No.2 (Tower D) are earmarked for the Present Owner's Realizations (which include the 6 flats earmarked as per the aforesaid Writing dated 29th July 2015) and the remaining flats in Building No.2 (Tower D) are earmarked for the Developers Realizations, (b) the flats specified and highlighted in yellow wash in Annexure IIIB annexed to the aforesaid Writing dated 18th September 2015 in Building No.3 (Tower E) are earmarked for the Present Owner's Realizations and the remaining flats in Building No.3 (Tower E) are earmarked for Developers Realizations and that the final earmarking of further areas shall be done on final sanction of plans for the whole project, or as may be mutually agreed.
- 11. A Public Interest Litigation No.6 of 2016 [Lodging No. 134/2015] ("PIL") was filed on or about 15th October, 2015 by one Nitesh Mohanlal Doshi ("Petitioner") in the Bombay High Court (Original Side) against the State of Maharashtra (through Ministry of Urban Development Department) and 4 others (including Capricon). The PIL alleges/raises, issue of land/ area sharing by Capricon with MHADA and MCGM under regulation 58 (of Development Control Regulation for Greater Mumbai, 1991) in the ongoing development of the Developable Land/project (known as "Vivarea") ("project"). The Petitioner in the aforesaid PIL has also alleged about violation of FSI in the approval granted for the said project and sought direction to quash the permissions granted by MCGM for development

of the project. The PIL also seeks direction to MHADA and MCGM to recover about 3,042 square meters area (out of the total Developable Land) from Capricon besides deduction of proportionate FSI approved for the development of the said project. Genext is not yet joined as party to the PIL. The Earlier PIL as set out above was filed by one Girni Kamgar Karmchari Nivara and Kalyankari Sangh (a Labour Union) seeking substantially the same relief which Earlier PIL was dismissed by the Bombay High Court as aforesaid. The said PIL is reserved for orders.

12. By the following four Mortgage Deeds, Genext has created a charge in favour of HDFC in respect of the unsold flats (details of which are set out in Schedule - 1A thereto) in the Project 'Vivarea' situated on the Developable Land including the receivables pertaining/relating to the aforesaid unsold flats of Genext ("**HDFC Mortgage 2**"):
 - (i) Deed of Simple Mortgage dated 31st December 2015 [registered at Serial No.BBE1/13530/2015 with the office of the Joint Sub Registrar, Mumbai City-1 on 31st December 2015] between Genext (as mortgagor-1 and borrower therein), KRCPL (as mortgagor-2 therein), Capricon (as mortgagor-3 therein) and HDFC (as mortgagee therein);
 - (ii) Deed of Simple Mortgage dated 31st December 2015 [registered at Serial No.BBE1/13528/2015 with the office of the Joint Sub Registrar, Mumbai City-1 on 31st December 2015] between Genext (as mortgagor-1 therein), KRCPL (as mortgagor-2 therein), Capricon (as mortgagor-3 therein), Ivory Properties and Hotels Private Limited (as borrower therein) and HDFC (as mortgagee therein);
 - (iii) Deed of Simple Mortgage dated 31st December 2015 [registered at Serial No.BBE1/13529/2015 with the office of the Joint Sub Registrar, Mumbai City-1 on 31st December 2015] between Genext (as mortgagor-1 therein), KRCPL (as mortgagor-2 or borrower therein), Capricon (as mortgagor-3 therein) and HDFC (as mortgagee therein); and
 - (iv) Deed of Simple Mortgage dated 31st December 2015 [registered at Serial No.BBE1/13531/2015 with the office of the Joint Sub Registrar, Mumbai City-1 on 31st December 2015] between Genext (as mortgagor-1 therein), KRCPL (as mortgagor-2 therein), Capricon (as mortgagor-3 therein), K Raheja Corporate Services Private Limited (as borrower therein) ("**KRCSPL**") and HDFC (as mortgagee therein).
13. In accordance with and subject to the aforesaid documents and facts, Genext is entitled to exclusively develop the Developable Land and market/mortgage/transfer on its own account and for its own benefit, the Premises earmarked for Developer's Realisations and the undivided interest in the Developable Land proportionate thereto (as inter alia set out in the Writing dated 18th September, 2015 read with the prior writings including the Writing dated 21st June, 2012 - Annexure I thereto). Capricon is entitled to 100% of the Realizations from marketing of the Premises earmarked for the Present Owner's Realizations, as set out in para 5 above. Several flats in the under construction Building No.2 (Tower D) have been booked/agreed to be purchased by various parties.
14. The aforesaid title of Genext to the Developable Land (excluding the areas handed over for road setback, and to MCGM and MHADA) and the Premises earmarked for the Developer's Realizations and the undivided interest in the Developable Land proportionate thereto is subject to what is set out herein, what is set out in the Title Certificate dated 11th September 2009 (to the extent as presently applicable), the HDFC Mortgage 2 and the outcome of the PIL.

IF

III. **GENERAL**

- a) At your request, I have not issued advertisement/public notices in newspapers inviting claims with respect to the Developable Land.
- b) For the purpose of this Supplemental Title Report, I have assumed that there have been no amendments or changes to the documents examined by me.
- c) For the purposes of this Supplemental Title Report, I have relied upon the original and/or photocopies of documents.
- d) This document is a legal title report reflecting the flow of title of the owner/promoter to the Developable Land on which development is ongoing, as authenticated by me.
- e) This document is prepared on the request of Genext Hardware and Parks Private Limited alone and may not be disclosed, furnished, quoted or relied on by any person other than Genext Hardware and Parks Private Limited for any purpose without my prior written consent. It may however be disclosed or furnished by Genext Hardware and Parks Private Limited as may be required for registration of the Building No.2 - Phase of the project in Vivarea, under the Real Estate (Regulation and Development) Act, 2016 .



Jayesh Vilas Karandikar
Advocate

Encl.: As above

ANNEXURE A

WADIA GHANDY & CO.

ADVOCATES & SOLICITORS

- * NOSHIR J. SETHNA
- HAMID A. MOOCHIHALA
- * ANAND S. BHATT
- ASHOK A. PARANJPE
- FERZANA Z. BEHRAMKAMDIN
- NIHAR A. MODY
- DJENA B. SUNAYALA
- PRIYA SMART DWARKADAS
- MARYLOU A. BILAWALA
- ASHISH A. AHUJA
- * NOTARY

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H/6077

TITLE CERTIFICATE

Re: Title of Hindustan Spinning & Weaving Mills Limited ("Original Owner") (now vested in Capricon Realty Limited ["Present Owner"]) to immovable property totally admeasuring 58586.55 sq. mts. bearing Cadastral Survey Nos. 1903(pt), 1905, 1/1905, 2/1905 and 1904(pt) of Byculla Division situate at Sane Guruji Marg, Jacob Circle, Mumbai and described in the Schedule hereunder written ("Developable Land")

1. We have been requested to investigate the title of Hindustan Spinning & Weaving Mills Limited ("the Original Owner") to the Developable Land. Pursuant the Sanctioned Scheme passed by BIFR vide order dated 1st April 2004, the Developable Land has vested in a Special Purpose Vehicle known as Capricon Realty Limited ("Present Owner").
2. For the said purpose of investigation of title, we have been furnished and have perused photocopies of certain documents and inspected original documents which original documents are listed at **Annexure 1** hereto, we have caused searches to be taken with the Sub-Registrar of Assurances at Mumbai for the period from 1876 to 2004, obtained the copies of the Property Register Cards, caused searches to be taken with the Registrar of Companies with respect to the Original Owner, administered general and special requisitions on title and issued Public Notices in Economic Times (Mumbai Edition), Maharashtra Times (Mumbai Edition) and Mumbai Samachar (Mumbai Edition) inviting claims in respect of the Developable Land.
3. On the basis of the investigation carried out by us, as aforesaid, we hereby certify that the Original Owner had (prior to the vesting as aforesaid) and the Present Owner has (subsequent to the vesting as aforesaid and as hereinafter set out) a clear and marketable title to the Developable Land (more particularly described in Firstly, Secondly, Thirdly, Fourthly and Fifthly in the Schedule hereunder written), subject to the following:

ASSOCIATES :

AHMEDABAD : WADIA GHANDY & CO. (AHMEDABAD) 604, CHINUBHAI CENTRE, NEAR NEHRU BRIDGE, ASHRAM ROAD, AHMEDABAD 380 009. TELEPHONE: 6578331, 6578551
PUNE : WADIA GHANDY & CO. (PUNE) OFFICE No. 12, SAGAR ARCADE, 616 FERGUSSON COLLEGE ROAD, DECCAN GYMKHANA, PUNE 411 004. TELEPHONE: 5539950 FAX: 5520578

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- (i) The Developable land has been mortgaged to the following Banks/Financial Institutions, which shall be released as per the provisions of the Scheme of Rehabilitation sanctioned by BIFR vide its order dated 1st April 2004.

First Charge

ICICI Bank Limited, Industrial Development Bank Of India , Bank Of India, Union Bank of India & UCO Bank

Second Charge

Bank Of India, Punjab National Bank, UCO Bank, ICICI Bank Limited, Syndicate Bank, Canara Bank & Union Bank of India

- (ii) Orders dated 29th October 2002 and 13th November 2002 under Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 permitting the re-development of the Developable Land. The permissions contain inter-alia four conditions which affect the sale of the constructed area on the Developable Land in the aforesaid permissions are as follows:

- (1) maximum size of each tenement should be 120 sq. mts. plinth area
- (2) Not more than one dwelling unit shall be sold /allotted to one family
- (3) The development shall be completed out within 5 years from the date of the permission dated 29th October 2002
- (4) The permission of the Lessors of the leasehold land shall be obtained.
- (5) All the terms and conditions of the directions of the Corporation and Textile Department of the Government of Maharashtra vide their letters dated 3.3.1993 read with letter dated 8.4.1993 and letter dated 27.6.2002 (*It is clarified that the letters dated 3.3.1993 and 8.4.1993 donot relate to the Developable Land*).


- (iii) Order dated 27.6.2002 passed by the Corporation and Textile Department of the Government of Maharashtra granting sanction under Regulation 58 of the DC Regulations applicable to Greater Bombay, to the proposed shifting of the activities from Mumbai to its Karad Unit and the development of a portion of the Developable Land on the terms and conditions contained therein.

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- (iv) the Original Owner has obtained the approval for shifting, as aforesaid and for the development of the Developable Land from The Textile Mills Monitoring Committee (appointed as per Regulation 58 of the Development Control Regulations of Greater Mumbai, 1991) under and subject to the provisions of the said Regulation 58 at the meeting held on 10th June 2004.
 - (v) The representative (unrecognised) Unions of the workmen of Units "C" & "D" of the Original Owner now respectively vested in two other Special Purpose Vehicles of the Original Owner, have filed an appeal before the AAIFR and a Writ Petition before the High Court of Bombay inter-alia challenging the order dated 1st April 2004 passed by BIFR sanctioning the said Rehabilitation Scheme and also claiming that the monies received from the development of the Developable Land should also be used to pay their outstanding dues. There is no stay order passed in either of the proceedings.
4. The Commissioner of Labour, Government of Maharashtra has vide its letter dated 22nd September 2003 has inter-alia confirmed the closure of the Unit "A", then standing on the Developable Land. As the said Unit "A" has been confirmed as closed, the Developable Land is now available for development.
 5. The Addl. Collector and Competent Authority has declared that the Original Owner has no surplus land vide order dated 17th June 2003 passed under Section 8(4) of the ULC Act.
 6. Furthermore, the Developer has to obtain all the statutory permissions that may be required for carrying out the development of the Developable Land by constructing buildings thereon and also duly perform the conditions imposed therein.
 7. The development of the Developable Land is subject to the Scheme of Rehabilitation sanctioned by BIFR on 1st April 2004.

Dated this 23rd day of August, 2004

For Wadia Ghandy & Co.



Partner

WADIA GHANDY & CO.

SCHEDULE

FIRSTLY: All that piece or parcels of freehold land and ground bearing Cadastral Survey No. 1903 (part) of Byculla Division admeasuring 1192.35 sq. mts. or thereabouts inclusive of proposed set back area lying and being at Maulana Azad Road, Jacob Circle, Mumbai in the registration District of Mumbai and bounded as follows:-

On or towards the East	:	By Maulana Azad Road
On or towards the West	:	By C. S. No.1903 (pt) of Byculla Division [part of SUB-PLOT "A"] (Building known as "Kalpataru Heights)
On or towards the North	:	By C. S. No.1904 (pt) of Byculla Division [part of SUB-PLOT "B"]
On or towards the South	:	By C.S. Nos.1907, 1908 and 1/1908 of Byculla Division

SECONDLY: All that piece or parcels of freehold land and ground bearing Cadastral Survey No. 1905 of Byculla Division admeasuring 36606.56 sq. mts. or thereabouts inclusive of proposed set back area situated at Sane Guruji Marg and Maulana Azad Road, Jacob Circle, Mumbai in the registration District of Mumbai and bounded as follows:-

On or towards the East	:	Partly By Maulana Azad Road and C.S. No.1906 of Byculla Division
On or towards the West	:	Partly by Sane Guruji Marg and C. S. No. 2/1905 of Byculla Division [part of SUB-PLOT "B"] and a portion admeasuring 2105.74 sq. mts. out of C. S. No. 1905 [part of SUB-PLOT "B"] in possession of M/s. Eck Haubold & Laxmi
On or towards the North	:	By C. S. No. 1910
On or towards the South	:	Partly by C.S. No.1906 and by CS No.1904 (pt) and 1/1905 both of Byculla Division [part of SUB-PLOT "B"]

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THIRDLY: All that piece or parcels of freehold land and ground bearing Cadastral Survey No. 1/1905 of Byculla Division admeasuring 210.70 sq. mts. or thereabouts situated, lying at Jacob Circle, Mumbai in the registration District of Mumbai and bounded as follows:-

- | | | |
|-------------------------|---|--|
| On or towards the East | : | By C.S. No.1905 of Byculla Division
[part of SUB-PLOT "B"] |
| On or towards the West | : | By C.S. No.1904(pt) of Byculla Division
[part of SUB-PLOT "B"] |
| On or towards the North | : | Partly by C. S. No.1905 and C.S. No.2/1905
both of Byculla Division [part of SUB-PLOT
"B"] |
| On or towards the South | : | By C.S. No.1904(pt) of Byculla Division
[part of SUB-PLOT "B"] |

FOURTHLY: All that piece or parcels of freehold land and ground bearing Cadastral Survey No. 2/1905 of Byculla Division admeasuring 71.54 sq. mts. or thereabouts inclusive of proposed set back area situated, lying at Jacob Circle, Mumbai in the registration District of Mumbai and bounded as follows:-

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|-------------------------|---|--|
| On or towards the East | : | By C.S. No.1905 of Byculla Division
[part of SUB-PLOT "B"] |
| On or towards the West | : | By C.S. No.1904(pt) of Byculla Division
[part of SUB-PLOT "B"] |
| On or towards the North | : | Partly by C. S. No. 1905 of Byculla Division
[part of SUB-PLOT "B"] and partly by Sane
Guruji Marg |
| On or towards the South | : | By C. S. No. 1/1905 of Byculla Division
[part of SUB-PLOT "B"] |



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FIFTHLY: All that piece or parcels of leasehold land and ground bearing Cadastral Survey No. 1904 (part) of Byculla Division admeasuring 20505.40 sq. mts. or thereabouts inclusive of proposed set back area situated between Dr. Anand Rao Nair Road and Maulana Azad Road, Jacob Circle, Mumbai in the registration District of Mumbai and bounded as follows:-

- On or towards the East : Partly by Maulana Azad Road and CS Nos. 2/1905 & 1/1905 of Byculla Division [part of SUB-PLOT "B"] and by portions of C.S. No. 1904 (pt) being handed over to BMMP and MHADA)
- On or towards the West : Partly by the junction of Sane Guruji Marg and Dr. Anand Rao Nair Road and C. S. No.1/1904 (pt) & C. S. No. 1903 (pt) of Byculla Division [part of SUB-PLOT "A"] (Building known as "Kalpataru Heights) and by portions of C.S. No. 1904 (pt) being handed over to BMMP and MHADA)
- On or towards the North : Partly by C. S. No.1905 & C.S. No. 1/1905 [part of SUB-PLOT "B"] and C.S. No. 1906 of Byculla Division
- On or towards the South : Partly by C. S. No.1/1904 (pt) [part of SUB-PLOT "A"] (Building known as "Kalpataru Heights)& C. S. No. 1903 (pt) of Byculla Division and by a portion of C.S. No. 1904 (pt) being handed over to BMMP)

FIRST SCHEDULE

**PARTICULARS OF TITLE DEEDS IN RESPECT OF
MAHALAXMI PROPERTY**

1. Conveyance dated 26.9.1872 from Rabia Bibee, Widow Ahmed Sahibhin Fackeer Mohomed and Hassanben Fakir Mohomed Homji Wagmare to Khallakdina Khalfanbhoy.
2. Conveyance dated 23.12.1876 from Khalakdina Khalfanbhoy to Thackersey Mooljee (plan annexed).
3. Indemnity Bond dated 23.12.1876 – Khalakdina Khalfanbhoy to Thackersey Mooljee.
4. Conveyance dated 23.12.1876 from Khalakdina Khalfanbhoy to Thackersey Mooljee.
5. Agreement dated 6.5.1880 between Thackersey Mooljee to The Hindoostan Spg. & Wvg. Mills Co. Ltd.
6. Conveyance dated 6.10.1880 from Thackersey Mooljee to The Hindoostan Spg. & Wvg. Mills Co. Ltd. (Transfer in Collector's records certificate dated 9.2.1881 and for as rent redemption receipt dated 28.4.1915 pasted).

Title deeds relating to land bearing Collector's Old Nos. 238, 239, 241, 242
Collector's New No.13763, Old Survey No.375, New Survey No.1/3501
admeasuring 1940 sq.yds.

7. Conveyance (with plan) dated 11.10.1880 from Purshottam Narayan and others to The Hindoostan Spg. & Wvg. Mills Co. Ltd. (Transfer in Collector's record certificate dated 11.6.1884 and collection for as redemption receipt dated 18.12.1914 pasted).

Title deeds relating to land bearing Collector's Nos. 413, New No.13912,
Old Survey No.369, New Survey No.3495 and admeasuring 11860 sq.yds.

8. Conveyance dated 5.2.1883 from Louis Wilfred Guise Rivett Caranc to The Hindoostan Spg. & Wvg. Mills Co. Ltd. (Receipt No.362 of Foras Land Commissioner for Rs.104/- in full assessment of Foras Land containing 208 sq burghas and 13 sq yrds) situate at Byculla and numbered 369 Collector's transfer certificate dated 5.5.1883

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9. Photocopy of the undertaking dated 23.12.1961 from the Company.

Title deeds relating to land bearing Collector's Old Nos.119, 413, Collector's New No. A/13622 and 13912 Old Survey No.372 and 369 and New Survey Nos.1/3498 and 2/3495 and admeasuring 10216 sq.yds.

10. Deed of Conveyance and Exchange dated 13.2.1884 from Shantaram Narayan to The Hindoostan Spg. & Wvg. Mills Co. Ltd. (Collector's transfer certificate dated 8.7.1884 both in respect of New Survey Nos.1/3498 and 2/3495 and redemption receipt dated 28.4.1915 in respect of New Survey No.1/3498 passed on the Deed Plan delineated in the body of the Deed).

Title deeds relating to land bearing Collector's Old Nos.113 and 114 Collector's New No.B/13913, Old Survey Nos.374 and 373 and New Survey Nos.1A/3500 and 1/3499 and admeasuring 4256 sq.yds.

11. Conveyance by way of exchange dated 5.10.1888 from the Municipal Corporation of the City of Bombay to The Hindoostan Spg. & Wvg. Mills Co. Ltd. (Collector's Transfer certificate dated 15.4.1890 in reference to land bearing New Survey Nos. 1A/3500 and 1/3499 pasted). Collector's redemption receipt dated 28.4.1915 pasted.

Title deeds relating to land bearing Collector's Old Nos. 256, 257, 259, 260, 262, 261 and 296 Collector's New Nos. 13782, 13818 New Survey Nos.1/3497 and 3496 and admeasuring 30202 sq.yds.

12. Reconveyance dated 28.6.1873 from Munchabai, widow of Balgovandas Hargovandas to Antonie Francis Desouza and Mathews Desouza.

13. Conveyance dated 28.6.1873 from Antonie Francis Desouza and Mathews Desouza to Thackersey Moolji and Khimhi Dodhwjee.

14. Conveyance dated 6.5.1904 from Narandas Thakeker by Mulji and Ors., to The Hindoostan Spg. & Wvg. Mills Co. Ltd. (Collector's to redemption receipts for redemption of foras rent dated 28.4.1915 one for Collector's New No.13782 New Survey No.1/3497 and the other for Collector's New No.13812 and New Survey No.3496).

Title deeds relating to the property generally:

15. Duplicate agreement dated 2.3.1898 between Rustomji Nanabhoy Byramjee Jeejeebhoy and Hindoostan Spg. & Wvg. Mills Co. Ltd. with a plan.

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16. Lease dated 17.7.1903 from Hindoostan Spg. & Wvg. Mills Co. Ltd. to the Empire Steam Laundry Bleaching & Dyeing Co. Ltd. with a plan.
17. Surrender of lease dated 31.7.1905 from the Liquidator of the Empire Steam Laundry Bleaching and Dyeing Co. Ltd. to Hindoostan Spg. & Wvg. Mills Co. Ltd.
18. Extract from Survey Registrar and plan for Byculla Div. C.S. No.1905 with relative two plans issued by City Suptd. On 15.12.1924.

Title Deeds believed (probably in error) to relate to the property nearing New Survey No. 3418 and 1/3502 vide 'A'.

19. Deed of Sale with plan in fold dated 23.9.1869 from Rabia Beebee, widow of Fackeer Mohamedbin Mahomed Jaffar Homji Wagmare and others to Dadabhoy Sorabjee Roostum Khana.
20. Mortgage dated 23.9.1869 from Rabia Beebee, widow of Fackeer Mahomedbin Mohamed Jaffer Homji Wagmare and Ors to Dadabhoy Sorabjee Roostum Khana.
21. Reconveyance dated 29.8.1870 from Dadabhoy Sorabjee Roostum Khanna to Rabia Beebee & Ors.
22. Conveyance dated 29.8.1870 from Dadabhoy Sorabjee Roostum Khanna to Rabia Beebee & Ors with plan.

Title deeds which relate to two properties being:

land admeasuring 3375 sq.yds and bearing New Survey No.2/3496 conveyed to The Hindoostan Spg. & Wvg. Mills Co. Ltd. and

land admeasuring 1820-7/9 sq.yds bearing New Survey No. 3/3496 conveyed to Thackersey Mooljee & Co. both sold to Mamooji Mahomad Dinath and Soleman Mohomed Dinath by the Conveyance dated 22.4.1904 and now forming part of Cadastral Survey No.1969 of Byculla Divn.

I-Property (a) :

23. Conveyance dated 20.12.1873 from Antonie Franciso Desouza and another to The Hindoostan Spg. & Wvg. Mills Co. Ltd. with plan.