



MDP & PARTNERS

ADVOCATES & SOLICITORS

NISHIT DHURVA
PRAKASH SHINDE
MALAV VIRANI
HETA MODI
TUSHAR KADAM

ASHOK PARANJPE
A.K. MISHRA
PRANAV N. JAIN
SIDDARTHA KARNANI
EKTA TRIPATHI

Ref: MDP/AP/HM/RD/2768/4223/2019

8th November, 2019

TO WHOMSOEVER IT MAY CONCERN

CERTIFICATE OF TITLE

Re: All those pieces or parcels of land bearing:

- I. CTS Nos. 706 B/A (part), 706 B/B (part), 706 B/C, 706 B/D (part), 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/I (admeasuring in the aggregate 62,000 sq. mtrs.) ("Property 1")
- II. CTS No. 706B/D (part) (admeasuring 1089 sq. mtrs.) ("Property 2")
- III. CTS No. 710A (part) and CTS No. 712A (part) (admeasuring in the aggregate 5306 sq. mtrs.) ("Property 3")
- IV. CTS No. 723 (admeasuring 1219.4 sq. mtrs.) ("Property 4")
- V. CTS Nos. 706 B/A (part), 706 B/B (part) and 706 B/D (part) (admeasuring in the aggregate 31,525 sq. mtrs.) ("Property 5")
admeasuring in the aggregate about 101,139.4 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District more particularly described in the Schedule hereunder (hereinafter collectively referred to as the "Properties")

1. DEVOLUTION OF TITLE:

1.1 Property 1

A. On the basis of photocopies of all the documents provided to us (hereinafter referred to as "Documents" for the sake of brevity) the devolution of title in respect of the said Property 1 (as defined hereinafter) is as follows:

- (a) By and under a Deed of Settlement dated 14th January, 1971, executed by and between Ratansey Karsondas and others as the "Transferors" and the then trustees of Bafna Charitable Trust (hereinafter called the "said Trust") as the "Transferees" and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 1617/1971, the said Trust became the owner of and

became well and sufficiently seized and entitled, *inter alia*, to various pieces or parcels of land or ground as more particularly stated therein (for the sake of brevity hereinafter referred to as "the said property" which included the said Property 1) situate, lying and being at Village Nahur in Taluka Kurla, District Bombay Suburban, within Greater Bombay and in the Registration Sub-District of Bandra.

- (b) The said Trust applied for the said property to be transferred in its name in the record of rights i.e. 7/12 extracts by way of Mutation Entry No. 622 dated 29th April, 1971, and accordingly the name of the Trust is shown as 'Kabjedar' in the record of rights as maintained by the revenue authorities.
- (c) Thereafter, the Trust made an application to the Charity Commissioner for entering the said property in the Public Trusts Register as a property of the aforesaid Trust. After following the due process and enquiry, the said property was entered in the Public Trusts Register vide the order dated 16th July, 1976 passed in Change Report Inquiry No. 440/1971.
- (d) The Deputy Charity Commissioner, Greater Bombay Region, the then competent authority under the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"), vide its order dated 27th April, 1978 granted exemption in respect of the said property held by the Trust under section 19(1)(iv) of the ULC Act, to hold and possess the same for the object of the Trust.
- (e) By and under an Agreement dated 10th June, 1979, the said Trust had agreed to give agency to sell the flats on the said property being constructed by the Trust, to one M/s. Hira Housing Agency, as per the terms and conditions as contained therein and the said M/s. Hira Housing Agency were to pay certain consideration as and by way of advance towards the cost of the property to the Trust. However, M/s. Hira Housing Agency having failed to comply with the terms of payment, the said Trust issued a notice to M/s. Hira Housing Agency for termination of the said Agreement. Subsequently, on mutual consent, a

Supplementary Agreement dated 28th April, 1983 was executed between M/s. Hira Housing Agency and the Trust on certain revised terms.

- (f) The descendants of one Mahadu Patil claimed rights as Kul in respect of the said property and the name of Jaywant Jagannath Joma Patil, one of the descendants, had been entered into the record of rights i.e. 7/12 extracts as the Kul. The said Jaywant Jagannath Joma Patil had filed a suit against the said Trust before the City Civil Court at Bombay being Suit No. 8031 of 1984, details whereof have been provided under the caption "Litigations" in this Certificate of Title.
- (g) The said Trust has obtained the approval for the layout of the said property from the Municipal Corporation of Greater Mumbai ("MCGM"), vide its letter dated 3rd February, 1998, and as per the triangular method of calculation carried out by the MCGM for the purposes of sanction of layout the area of the said property of about 62,000 sq. mtrs.
- (h) Housing Development And Infrastructure Limited (formerly known as Housing Development and Improvement India Private Limited) (hereinafter referred to as "the Owners/HDIL") had entered into an Agreement dated 2nd September, 2003, with the said Trust to purchase the lands described therein i.e. the said Property 1, from the said Trust at and for a consideration of Rs. 17,00,00,000/- (Rupees Seventeen Crores only). The said Property 1 agreed to be purchased by the Owners was only a part of the said property described under the Deed of Settlement dated 14th January, 1971. The said Agreement records the various terms and conditions and the Owners paid an amount of Rs.4,25,00,000/- (Rupees Four Crores Twenty Five Lakhs only) as earnest money.
- (i) Vide an application dated 15th September, 2003, it appears that the said Trust applied to the Charity Commissioner, Maharashtra State, Bombay to grant permission to the said Trust, under section 36(1) of the Bombay Public Trusts

Act, 1950 for the sale of the said Property 1 more particularly described in the Agreement dated 2nd September, 2003 to the Owners.

- (j) By and under an Agreement dated 11th October, 2003, made and entered into between Hira Housing Services and one M/s. Nahur Residence Developers, the said M/s. Nahur Residence Developers had purchased and/or acquired all the rights that the said Hira Housing Services had under the said Agreement dated 15th June, 1979, read with the Supplemental Agreement dated 28th April, 1983, entered into between the said Hira Housing Services and the said Trust at and for the consideration and on the terms and conditions therein stated.
- (k) The Charity Commissioner, Maharashtra State, Bombay vide his order dated 27th April, 2004, in application No. J-4/93/2003 permitted the Trust to sell the said Property 1 to the Owners.
- (l) By and under the Deed of Conveyance dated 1st October, 2004 registered with the office of the Sub-Registrar of Assurances at Bandra, under Serial No. 10485/2004, the said Trust conveyed and/or transferred the said Property 1 to the Owners.
- (m) It appears in the premises above, the Owners are the owners of or are otherwise well and sufficiently entitled to the said Property 1 admeasuring about 62,000 sq. mtrs. or thereabouts as per the earlier property cards, being all that piece and parcel of land or ground situated at Village Nahur, Taluka Kurla District Bombay Suburban within Greater Bombay and in the Registration Sub-District of Bombay Suburban, forming part of Property 1.
- (n) By and under various agreements made and entered into between the descendants of Mahadu Patil, (hereinafter called the "said Patils") and one M/s. East-End Constructions, the said M/s. East-End Constructions acquired and/or purchased the right, title and interest of the said Patils as Kul/tenants or otherwise, into or upon the said Property 1:

- a. Vide the Articles of Agreement dated 15th November, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12141/2004 executed between (1) Jayawant alias Vijay Jagannath Patil, (2) Jayashree Jayawant Patil, (3) Nikesh Jayawant Patil, (4) Nilesh Jayawant Patil and (5) Neeta Charan Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their undivided right, title and interest as Kul in the said Property 1.
- b. Vide the Articles of Agreement dated 25th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12142/2004 executed between (1) Malati Laxman Patil, (2) Babu alias Rajesh Laxman Patil, (3) Dattu alias Kunda Laxman Patil, (4) Sujata Laxman Patil, (5) Pushpa Laxman Patil, (6) Ashok Baburao Patil, (7) Hira Ashok Patil, (8) Dinesh Ashok Patil, (9) Harsheela Ashok Patil, (10) Swati Ashok Patil, (11) Viki Ashok Patil, (12) Sarita Sudhakar Patil, (13) Sameer Sudhakar Patil, (14) Jayshree Mohan Patil, (15) Mohan Baburao Patil, (16) Aarti Mohan Patil, (17) Veena Mohan Patil and (18) Vanshree Mohan Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their undivided right, title and interest as Kul in the said Property 1.
- c. Vide the Articles of Agreement dated 11th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12143/2004 executed between (1) Arun Narayan Patil, (2) Nanda Arun Patil, (3) Amit Arun Patil, (4) Chetana Arun Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the

Developers, all their 1.04% undivided right, title and interest as Kul in the said Property 1.

- d. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12144/2004 executed between (1) Narayan Manik Patil, (2) Vinod Narayan Patil, (3) Sunita Vinod Patil, (4) Vaibhav Vinod Patil, (5) Parag Vinod Patil, (6) Mangesh Narayan Patil, (7) Chandrakant Narayan Patil, (8) Varsha Chandrakant Patil, (9) Harsha Chandrakant Patil, (10) Prabhakar Manik Patil, (11) Nalini Nandkumar Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 15.63% undivided right, title and interest as Kul in the said Property 1.
- e. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12145/2004 executed between (1) Deubai Govind Patil, (2) Digamber Govind Patil, (3) Bhanumati Digamber Patil, (4) Kavita Vilas Koli, (5) Meghashree Digamber Patil and (6) Ashwina Digamber Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 12.5% undivided right, title and interest as Kul in the said Property 1.
- f. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12146/2004 executed between (1) Manohar Ganpat Patil, (2) Manine Manohar Patil, (3) Ajit Manohar Patil, (4) Sulabha Manohar Patil, (5) Tushar Manohar Patil, (6) Pragati Manohar Patil, (7) Madhukar Ganpat Patil, (8) Manisha Madhukar Patil, (9) Darshana Madhukar Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein),

the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 7.35% undivided right, title and interest as Kul in the said Property 1.

- g. Vide the Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12147/2004 executed between Revatibai Vasant Keni (referred to as the "said Keni" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Keni had agreed to sell, assign, convey or otherwise transfer to the Developers, all her 0.98% undivided right, title and interest as Kul in the said Property 1.
- h. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12148/2004 executed between (1) Shakuntala Ramchandra Patil, (2) Mahesh Ramchandra Patil, (3) Mrs. Vaishali Mahesh Patil, (4) Mr. Swapnil Mahesh Patil, (5) Mr. Prashant Ramchandra Patil, (6) Miss. Rekha Ramchandra Patil, (7) Sumeeta Ramchandra Patil, (8) Mrs. Pratibha Eknath Ulbekar, (9) Miss. Vinita Ramchandra Patil, (10) Mrs. Tarabai Sadashiv Patil, (11) Mr. Vasant Sadashiv Patil, (12) Jayawanti Gajanan Patil, (13) Mr. Deepak Gajanan Patil, (14) Mrs. Ranjeeta Deepak Patil, (15) Mr. Manoj Gajanan Patil and (16) Miss Sandhya Gajanan Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, their 11.72% undivided right, title and interest as Kul in the said Property 1.
- i. Vide the Articles of Agreement dated 17th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12149/2004 executed between (1) Pramod Waman Patil, (2) Priya Pramod Patil, (3) Kavita Pramod Patil, (4) Maduri Pramod Patil, (5) Bharati Pramod Patil (referred to as the "said Patils" therein) and M/s. East End Constructions

(referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 8.33% undivided right, title and interest as Kul in the said Property 1.

- j. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12150/2004 executed between (1) Aruna Dattatray Patil, (2) Rasmi Dattatreya Patil, (3) Roopali Dattatreya Patil, (4) Ramesh Anant Patil, (5) Mrs. Vidya Ramesh Patil, (6) Dipti Patil and (7) Dipesh Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, their 2.5% undivided right, title and interest as Kul in the said Property 1.
- k. Vide the Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12151/2004 executed between Mrs. Laxmibai Laxman Khopkar (referred to as the "said Khopkar" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Khopkar had agreed to sell, assign, convey or otherwise transfer to the Developers, her 0.78% undivided right, title and interest as Kul in the said Property 1.
- l. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12152/2004 executed between (1) Gopika Pandurang Patil, (2) Dinesh Pandurang Patil, (3) Manisha Pandurang Patil, (4) Naina Ashok Vaithy, (5) Rohini Bharat Vaithy (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 8.33% undivided right, title and interest as Kul in the said Property 1.

- m. By and under another Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12153/2004 executed by and between (1) Mr. Gajanan Nanabhai Keni, (2) Mrs. Sujata Gajanan Keni, (3) Mr. Sandeep Gajanan Keni, (4) Mrs. Anupama Sandeep Keni, (5) Mrs. Sonali Roshan Saldanha, (6) Mrs. Rajni Ashok Keni, (7) Mr. Rajesh Ashok Keni, (8) Mrs. Pooja Rajesh Keni, (9) Mr. Mahesh Ashok Keni, (10) Mrs. Archana Mahesh Keni, (11) Dr. Sadhana Nitin Patil, (12) Mrs. Malati Tare and (13) Mrs. Gulab Baburao Vaithy (referred to as the "said Kenis" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Kenis had agreed to sell, assign, convey or otherwise transfer to the Developers, their 5% undivided right, title and interest as Kul in the said Property 1.
- n. By and under an Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12154/2004 executed by and between (1) Sunil Anant Patil, (2) Kunal Sunil Patil, (3) Kajal Sunil Patil, (4) Vivek Anant Patil, (5) Miss. Prabhavati Patil, (6) Mrs. Sangeeta Prakash Patil and (7) Mrs. Pramila Valeriah D'Silva (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, their 2.5% undivided right, title and interest as Kul in the said Property 1.
- (o) The said Patils have recorded the fact of them having sold all their right, title and interest of Kul or any other nature, to M/s. East-End Constructions in the Consent Terms dated 23rd February, 2004 filed in Suit No. 1212 of 1991 before the Bombay High Court, details whereof have been provided under the caption "Litigations" in this Certificate of Title.
- (p) A part of the said Property 1 is reserved for DP Road, recreation ground / playground and MAP, etc. and this portion of the part of the said Property 1 is

hereinafter referred to as the "said Reservation Area". The Owners had proposed to relocate the said Reservation Area in the other part of the said Property 1 so as to enable proper development of the said Property 1.

- (q) By and under a Memorandum of Understanding dated 29th October, 2004, the Owners have, with the consent and confirmation of M/s. East-End Constructions and Nahur Residence Developers (therein referred to as "the First and Second Confirming Parties") agreed to sell and transfer to Nirmal Lifestyle Limited (hereinafter referred to as "the Developer") and the Developer has agreed to purchase the said Property 1 from the Owners (subject to the deduction/reduction of the said Reservation Area, if the same is required to be surrendered to the local authorities for obtaining TDR/FSI benefits) and subject to existing encroachments, on as is where is basis, at and for the consideration and on the terms and conditions specified therein and pending such sale, to grant development rights in respect of the said Property 1 and authorize the Developer to enter upon the said Property 1 and develop the same by demolishing all the existing structures standing thereon and constructing buildings thereon, with the right to the Developer to use and consume a minimum of 5,00,000 sq. ft. of land FSI and with further right to use and consume FSI of 2,50,000 sq. ft. of TDR/FSI in respect of the said Reservation Area.
- (r) In pursuance of the above MOU dated 29th October, 2004, M/s. Wadia Ghandy & Co. had investigated the title of the said Owners i.e. Housing Development and Improvement India Private Limited (now known as Housing Development And Infrastructure Limited) to the said Property 1 and for that purpose, had caused searches to be taken in the office of Sub-Registrar of Assurances at Mumbai and Bandra for the years 1946 to 2004 and at Chembur for the years 1995 to 2004 through their search clerk Mr. Sameer Sawant, who has submitted his report dated 30th December, 2004. As per this report, the Record of Rights i.e. 7/12 extracts in respect of said Property 1 stand in the name of the Owners.

- (s) M/s. Wadia Ghandy & Co. had also issued Public Notice(s) in two local daily newspapers i.e. "The Times of India" and "Maharashtra Times" in their respective editions on 3rd January, 2005 inviting objections from the public to the sale by the said Owners i.e. Housing Development and Improvement India Private Limited (now known as Housing Development And Infrastructure Limited) in favour of the Developer i.e. Nirmal Lifestyle Limited and had received no objections thereto from any person/persons.
- (t) Thereafter, by and under the Development Agreement dated 29th April, 2005 registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No.2725/2005 made and executed between the Owners i.e. Housing Development and Improvement India Private Limited and M/s. East-End Constructions (therein referred to as the "First Confirming Party") and Nahur Residence Developers (therein referred to as the "Second Confirming Party") and the Developer i.e. Nirmal Lifestyle Limited., the Owners have authorized and permitted the Developer to enter upon land admeasuring about 60,495 sq. mtrs. or thereabouts as per the earlier property cards which area as per triangulation method is about 62,000 sq. mtrs. and bearing Survey Nos. 54 (part), 65 (part), 164 (Part), 67, 68, 69, 66 (part), 163, 160, 97, 96 (part), 161 (part) corresponding to CTS Nos. 706 (part), 709 to 720 and 722 to 724 of Village Nahur, Taluka Kurla being the said Property 1 for the purpose of carrying out the work of development, pending the sale and transfer of the said Property 1 by the Owners in favour of the Developer. We have been informed that Nirmal Lifestyle Limited has paid entire consideration payable under the said Development Agreement to the Owners, First Confirming Party and the Second Confirming Party.
- (u) By and under a Power of Attorney registered on 7th May, 2005, with the office of the Sub- Registrar of Assurances at Kurla-04 under Serial No. 2927/2005, the said Housing Development and Improvement India Private Limited (now known

as Housing Development And Infrastructure Limited), nominated, constituted and appointed (i) Mr. Dharmesh Jain and (ii) Mrs. Anju D. Jain as their true and lawful attorneys to act for and on their behalf and in their name to do all acts, deeds, matters and things relating to the said Property 1 in the manner specified thereunder.

- (v) Subsequent to the registered Development Agreement dated 29th April, 2005, a Supplemental Memorandum of Understanding dated 29th April, 2005 was executed between the Owners i.e. Housing Development and Improvement India Private Limited (now known as Housing Development And Infrastructure Limited) and M/s. East-End Constructions (therein referred to as the "First Confirming Party") and Nahur Residence Developers (therein referred to as the "Second Confirming Party") and Nirmal Lifestyle Limited (therein referred to as "the Developer"), whereby the terms of the Development Agreement were modified to the extent that the consideration payable under the aforesaid Development Agreement was enhanced from Rs. 70,00,00,000/- (Rupees Seventy Crores only) to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) as specified therein.
- (w) By and under a Deed of Confirmation dated 20th May, 2006, registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. 3314/2006, executed between Bharti Kisan Patil and 13 others ("Original Owners") and Nirmal Lifestyle Limited, the said Original Owners thereby confirmed the execution by them of the Deed of Conveyance dated 17th August, 2004 bearing Serial No. 121S1/2004 in favour of M/s. East End Constructions, whereunder a large property admeasuring 90,000 sq. mtrs. was conveyed by them. By the said Deed of Confirmation, the Original Owners have also confirmed the Development Agreement dated 29th April, 2005 registered under Serial No. 2725/2005 and Power of Attorney dated 7th May, 2005 registered under Serial No. 2927/2005 executed and registered *inter alia* by M/s. East End

Constructions in favour of Nirmal Lifestyle Limited which pertains to the said Property 1.

- (x) M/s. Wadia Ghandy & Co. had issued Title Certificates dated 10th May, 2005 and 1st October, 2008 in respect of the said Property 1.
 - (y) By and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7648/2017, executed by and between Housing Development And Infrastructure Limited (formerly known as Housing Development and Improvement India Private Limited) (therein referred to as the "Vendor"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Vendor granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Vendor in the said Property 1 admeasuring approximately 62,000 sq. mtrs., at and for the consideration and upon the terms and conditions more particularly set out thereunder.
- B. Vide the order dated 30th November, 2007 bearing No. CE/534/BPES/LOT, the MCGM approved the amalgamation of two layouts bearing Nos. CE/534/BOES/LOT and CE/511/BPES/LOT and the amended layout/sub-division / amalgamation of plots bearing CTS Nos. 706, 709-B, 710 (pt), 711, 712 (pt), 713 to 720, 722, 724, 724 (1) to 10, 729, 730 A to E of Village Nahur submitted to the MCGM, subject to compliance of the terms and conditions registered under No. BDR-7/969/2006 dated 21st February, 2006 for layout under No. CE/534/BPES/LOT and BDR-7/4218/2006 dated 10th July, 2006 for layout under No. CE/511/BPES/LOT and subject to the additional conditions specified in the said order.

- C. Vide the order dated 30th July, 2011 passed by the Collector, several CTS Nos. have been sub-divided and the areas of CTS Nos. 709B, 710B, 711, 712B, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 724, 724/1 to 10, 729, 730A, 730B, 730C, 730D and 730E as specified below, have been added to/consolidated with the area of CTS No. 706B.
- D. The said new CTS No. 706B has been further sub-divided into CTS Nos. 706B/A, 706B/B, 706B/C, 706B/D, 706B/E, 706B/F, 706B/G, 706B/H, 706 B/J and the following reservations in respect thereof are recorded, which reserved areas shall be handed over to the Government/MCGM, as the case may be:
- a. CTS No. 706 B/A – Setback
 - b. CTS No. 706 B/B – Sector I
 - c. CTS No. 706 B/C – Amenity Open Space
 - d. CTS No. 706 B/D – D.P.R.G.
 - e. CTS No. 706 B/E – D. P. Road
 - f. CTS No. 706 B/F – Sector II
 - g. CTS No. 706 B/G – S. V. Land
 - h. CTS No. 706 B/H – Municipal School
 - i. CTS No. 706 B/J – P. G. (reserved)

1.2 Property 2

On the basis of the Documents perused by us, the devolution of title in respect of the Property 2 is as follows:

- (a) The land bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. CTS No. 718 (part), admeasuring approximately 1029.26 sq. mtrs. originally belonged to Ratansi Karsandas and 16 others, who were the khots of the land and the predecessors of Bhiwa Sovar Ulvekar who was the protected tenant.

- (b) By an unregistered Agreement for Sale dated 20th September, 1983, Bhiwa Ulvekar agreed to sell 1231 sq. yards of the said land to Harshkant Doshi and Pandurang Naik. Based on the abovesaid Agreement, Harshkant Doshi and Pandurang Naik made an application for entering the gist of the said Agreement in the record of rights.
- (c) In the year 1996, the legal heir of Bhiwa Ulvekar represented to the Tahsildar Kurla that Harshkant Doshi and Pandurang Naik had failed to execute and complete the abovesaid Agreement for Sale and therefore requested that the names of Harshkant Doshi and Pandurang Naik should be removed from the record of rights. The Tahsildar, after preliminary inquiry directed to remove the names of Harshkant Doshi and Pandurang Naik vide mutation entry no. 955 dated 15th July, 1996. Harshkant Doshi and Pandurang Naik challenged the abovesaid mutation entry and on the basis of this, the Tahsildar cancelled the said mutation entry by his order bearing number RTS/dispute/6/96. Being aggrieved by the above said order, the legal heirs of Bhiwa Sovar Ulvekar filed an appeal before the Sub-Divisional Officer, Mumbai Suburban District. The appeal was allowed and the mutation entry no. 900 was cancelled.
- (d) By and under the Development Agreement dated 25th July, 2006, registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. 4577/2006 executed by and between (1) Smt. Krishnabai Bhiwa Ulvekar (2) Shri. Rameshdeo Bhiwa Ulvekar (3) Smt. Shalini Rameshdeo Ulvekar (4) Shri. Omprakash Bhiwa Ulvekar (5) Smt. Minakshi Omprakash Ulvekar (6) Shri. Laxmikant Bhiwa Ulvekar (7) Smt. Sharda Laxmikant Ulvekar (8) Smt. Rekha Prabhakar Patil (9) Smt. Kusum Vinayak Joshi (10) Smt. Chhaya Kishan Mhatre and (11) Smt. Hemlata Shivshankar Patil (therein referred to as "the Owners") and Nirmal Lifestyle Limited (therein referred to as "the Developers"), the said Owners, upon the receipt of the consideration specified therein, authorized and permitted Nirmal Lifestyle Limited to enter upon the land being all those pieces

and parcels of land bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. CTS No. 718 (part), admeasuring 1231 sq. yds. equivalent to 1029.26 sq. mtrs. or thereabouts in the Village Nahur, Taluka and Registration Sub-District Kurla within the limits of "T" Ward, Municipal Corporation of Greater Mumbai, for the purpose of carrying out the work of development, pending the sale and transfer of the said land by the Owners therein, in favour of the Developers.

- (e) Thereafter, by and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7645/2017, executed by and between the abovementioned Owners (therein referred to as the "Owners"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Owners granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Owners in the said Property 2 being all that piece or parcel of land or ground bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. old CTS No. 718 (part) corresponding new CTS No. 706B/D (part), admeasuring **1089 sq. mtrs.** or thereabouts situate, lying and being at Village Nahur, Taluka Kurla, Registration Sub-District Kurla and Registration District Mumbai Suburban, at and for the consideration and upon the terms and conditions more particularly set out thereunder.

1.3 Property 3

On the basis of the Documents perused by us, the devolution of title in respect of the Property 3 is as follows:

- (a) One Dahyalal Makanji Zaveri was absolutely seized and possessed of or otherwise well and sufficiently entitled to a piece or parcel of land or ground

- situate, lying and being at Village Nahur, Taluka Kurla, bearing Survey No. 97 (part) and Survey No. 163 (part) corresponding to CTS Nos. 710 and 712 admeasuring about 5306 sq. mtrs. or thereabouts i.e. the Property 3.
- (b) By and under a Deed of Gift dated 10th April, 1954 made between the said Dahyalal M. Zaveri (therein called "the Donor") and Jaysukhlal D Zaveri and Shantilal P Zaveri, (therein called "the Donees") and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 2433/1954, the Donor therein transferred unto the said Donees, the said Property 3, out of natural love and affection, to be held by the Donees in equal shares.
- (c) The said Shantilal P. Zaveri expired in Mumbai on 5th March, 1979 leaving his last Will and Testament dated 8th September, 1978, whereunder (1) Manuben Shantilal Zaveri (2) Ashok Shantilal Zaveri (3) Narendra B. Zaveri and (4) Navnitlal P. Zaveri were appointed as the "the Executors and Trustees" of the said Will and the said Executors and Trustees obtained Probate in respect thereof from the High Court of Judicature at Bombay on 16th March, 1995. Manuben Shantilal Zaveri expired on 12th May, 2006 and Shri. Navnitlal P Zaveri expired on 16th July, 2012, leaving Ashok Shantilal Zaveri and Narendra B. Zaveri as the only surviving Executors and Trustees of the said Will.
- (d) By an Agreement dated 16th July, 1980 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 76/1981, executed between Jaysukhlal Dahyalal Zaveri of the First Part and Manuben Shantilal Zaveri, Ashok Shantilal Zaveri, Navnitlal P Zaveri and Narendra B. Zaveri, being the Executors and Trustees of the Last will and Testament of Mr. Shantilal P. Zaveri of the Second Part and one M/s. Zaveri Enterprises, (therein referred to as "the Purchasers") of the Third Part, M/s. Zaveri Enterprises, *inter alia*, agreed to purchase all right, title and interest of the Jaysukhlal Dahyalal Zaveri and Ors. in respect of the said Property 3 i.e. the pieces or parcels of agricultural land situated at Village Nahur, Taluka Kurla, Bombay Suburban District, bearing

Survey No. 97 (part) and 163 (part) corresponding to CTS Nos. 710 and 712 admeasuring 5,306 sq. mtrs. or thereabouts and more particularly described in the Schedule thereto at and for the consideration and on the terms and conditions more particularly set out therein.

- (e) Jaysukhlal D. Zaveri died on 17th April, 1983, leaving behind his last Will and Testament dated 4th September, 1980, whereunder (1) Navnitlal P. Zaveri (2) Kishore J. Sheth and (3) Nirmala J. Zaveri were appointed as the Executors and Trustees of the said Will and the said Executors obtained Probate in respect thereof from the High Court of Judicature at Bombay on 22nd November, 1988. Navnitlal P. Zaveri expired on 16th July, 2012 and Nirmala J. Zaveri expired on 29th April, 2009, leaving Kishore J. Sheth, as the sole surviving Trustee and Executor of the said Will.
- (f) By an Agreement dated 19th October, 1994, M/s. Zaveri Enterprises agreed to sell and transfer all their rights, title and interest under the said Agreement dated 16th July, 1980 to claim and acquire transferable development rights, as allowable in respect of the property referred to above, to the registered partnership firm, M/s. Rose Enterprises i.e. at and for the total price of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) and on the other terms and conditions set out therein. The said Agreement also confirmed that the total consideration payable under the aforementioned Agreement dated 16th July, 1980 has been paid in full by M/s Zaveri Enterprises to (i) Navnitlal P. Zaveri, (ii) Kishore J. Sheth, (iii) Nirmala J. Zaveri, (iv) Manuben Shantilal Zaveri, (v) Ashok Shantilal Zaveri, and Narendra B. Zaveri.
- (g) Further, at the request and direction of M/s. Rose Enterprises and M/s. Zaveri Enterprises, the aforementioned surviving trustee and Executors, i.e. Kishore J. Sheth, Ashok Shantilal Zaveri and Narendra B. Zaveri have also executed two notarized Irrevocable Powers of Attorney dated 19th October, 1994 and 14th December, 1995 respectively, in favour of the nominees of M/s. Rose

Enterprises, namely Mrs. Hemlata Bhawanji Nagda and Jyotindra Vishanji Shah, authorizing them jointly and severally, to do and perform the acts set out therein, including executing Deed of Conveyance in favour of their nominee or MCGM, on behalf of Kishore J. Sheth, Ashok Shantilal Zaveri and Narendra B Zaveri.

- (h) Subsequently, Nirmal Lifestyle Limited had orally agreed to purchase the said Property 3 i.e. the property bearing CTS No. 710 (part) and 712 (part) situate at Village Nahur, Taluka Kurla, from M/s. Rose Enterprises, in or around October, 2004 and had paid the entire consideration of Rs. 1,48,50,000/- (Rupees One Crores Forty Eighty Lakhs Fifty Thousand only) towards the same vide Payment Vouchers dated 26th October, 2004, 30th October, 2004, 6th November, 2004, 20th November, 2004, 1st December, 2004, 31st December, 2004, 28th January, 2005 and 16th February, 2005. However, no formal agreement or document in writing was entered into between Nirmal Lifestyle Limited and M/s. Rose Enterprises at that relevant time, but we have been informed by Nirmal Lifestyle Limited that the possession of the said Property 3 was delivered by M/s. Rose Enterprises to them in October, 2004 itself and since then Nirmal Lifestyle Limited is in possession of the said property. Due to certain difficulties, the transaction as envisaged between M/s. Rose Enterprises and Nirmal Lifestyle Limited and M/s. Rose Enterprises could not be completed at that point of time.
- (i) Thereafter, Mr. Kishore J. Sheth (as the last surviving executor and trustee under the last Will and Testament of late Mr. Jaysukhlal Zaveri) and Mr. Narendra B. Zaveri (as the surviving executor and trustee under the last Will and Testament of late Mr. Shantilal Zaveri) executed a notarized Deed of Confirmation dated 3rd April, 2014 in favour of M/s. Rose Enterprises, whereby they have confirmed that the Irrevocable Powers of Attorney dated 19th October, 1994 and 14th December, 1995 ("said 2 Powers of Attorney"), are valid, irrevocable and have

not been withdrawn or cancelled and continue to be valid and in force and binding.

- (j) Mr. Satish Zaveri, being one of the surviving partners of M/s. Zaveri Enterprises (since dissolved) has issued a Confirmation Letter dated 15th June, 2017 on stamp paper of Rs. 500/-, in favour of M/s. Rose Enterprises, whereunder he has confirmed that M/s. Zaveri Enterprises has executed the unregistered Agreement dated 19th October, 1994 in favour of M/s. Rose Enterprises against receipt of the consideration amount of Rs. 35,00,000/-, pursuant to which M/s. Zaveri Enterprises had agreed to sell and transfer all their rights, title and interest in respect of the Property 3 under the Agreement dated 16th July, 1980 and had handed over possession of the said Property 3 to M/s. Rose Enterprises. Vide the said Confirmation Letter, Mr. Satish Zaveri has further confirmed that after the signing of the said Agreement dated 19th October 1994, M/s Zaveri Enterprises have not had any dealings in respect of the said Property 3 or any part thereof and the said agreement has since, not been revoked or rescinded by Zaveri Enterprises or any of its erstwhile partners. Vide the Confirmation Letter, the execution and validity of the said 2 Powers of Attorney have also been confirmed.
- (k) By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7644/2017 executed by and between Kishore J Sheth, being the last surviving executor and trustee appointed under the last will and testament dated 4th September, 1980 of late Jaysukhlal Dahyalal Zaveri, (therein referred to as the "First Vendor"), Ashok Shantilal Zaveri and Narendra B Zaveri, being the last two surviving executors and trustees appointed under the last will and testament dated 7th September, 1978 of late Shantilal Zaveri, therein collectively referred to as the "Second Vendor") (hereinafter collectively referred to as the "Vendors"), M/s. Rose Enterprises (therein referred to as the "Confirming Party") and Nirmal

Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Vendors have sold, transferred and conveyed to the Purchaser all ownership, right, title and interest of the Vendors under the said registered Agreement dated 16th July, 1980 made between the Vendors and M/s. Zaveri Enterprises as also under the Agreement dated 19th October, 1994 made between M/s. Zaveri Enterprises and M/s. Rose Enterprises, in respect of the said Property 3 admeasuring approximately 5306 sq. mtrs., and the Confirming Party has confirmed the same, at and for the consideration and on the terms and conditions mentioned therein.

1.4 Property 4

On the basis of the Documents perused by us, the devolution of title in respect of the Property 4 is as follows:

- (a) It appears that by and under a Deed of Conveyance dated 1st November, 1946, made and executed between on Prankuverabai Paramanand Gandhi (therein referred to as "the Vendor") and David Gasper D'Souza and 6 others (therein referred to as "Purchaser"), the property bearing Survey No. 67 (part) and CTS No. 723 Tikka No. 23 and 33 admeasuring in the aggregate 1220.72 sq. mtrs. or thereabouts was sold and conveyed by the Vendor therein in favour of the said Purchaser at and for the consideration and on such terms and conditions specified therein.
- (b) Thereafter, by and under a Deed of Conveyance dated 4th September, 1968 registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 3451/1968, made and executed between David Gasper D'Souza and 6 others (therein referred to as "the Vendors") and Daniel Pramodan Melville and Leela Bernice Melville (therein referred to as "the Confirming Party") and Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed, the said David Gasper D'Souza and 6 others sold and conveyed the

- said property in favour of Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed at and for the consideration and on such terms and conditions specified therein.
- (c) By and under an Agreement for Sale (wrongly referred to therein as "Deed of Conveyance") dated 16th September, 1995 executed by and between Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed and Zainuddin Hukumulla and 11 others (therein referred to as "the Purchasers"), Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed had agreed to sell the said property to the said Purchasers but subsequently by and under a Deed of Cancellation dated 4th April, 1997 registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 1282/1997, between the same parties, the said Agreement for Sale dated 16th September, 1995 was cancelled.
- (d) By and under an Agreement for Sale dated 1st July, 1980 made and executed between Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed, Haji Bilal Haji Tar Mohammed and Mohamed Ayub Mehmood Khan; Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed had agreed to sell and Mohamed Ayub Mehmood Khan had agreed to purchase all their right, title, interest in the said property at and for the consideration and on such other terms and conditions specified therein. The said Agreement for Sale dated 1st July, 1980, was registered with the office of the Sub-Registrar of Assurances at Mumbai, vide a Confirmation Deed dated 6th April, 1995 by Mohamed Ayub Mehmood Khan, which was registered under Serial No. 1080/1995.
- (e) By and under a General Power of Attorney dated 7th April, 1987, Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed have nominated and appointed Mohamed Ayub Mehmood Khan as their

Attorney to do all acts, deeds and things on their behalf in respect of the said property.

- (f) By and under a Memorandum of Understanding dated 29th July, 2005, made and executed between Mohamed Ayub Mehmood Khan on behalf of himself and as Constituted Attorney of Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed, and Nirmal Lifestyle Limited; Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed have agreed to sell, assign and transfer the said property and all their right, title and interest therein, in favour of Nirmal Lifestyle Limited, free from all encumbrances and charges, and upon the execution thereof, have handed over the possession of the said property to Nirmal Lifestyle Limited.
- (g) By and under an Indenture of Conveyance dated 12th December, 2005, registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. 7336/2005, Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed (therein collectively referred to as "the Vendors") Mohamed Ayub Mehmood Khan (therein referred to as "the Confirming Party") and Nirmal Lifestyle Limited (therein referred to as "the Purchaser"), the said Vendors have sold, conveyed and transferred all their ownership, right, title and interest in the said Property 4 being all that piece or parcel of land bearing Survey No.67 (part) corresponding to CTS No. 723 admeasuring approximately 1220.72 sq. mtrs. in favour of Nirmal Lifestyle Limited at and for the consideration and on such terms and conditions specified therein.
- (h) By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7647/2017 executed by and between Nirmal Lifestyle Limited (therein referred to as the "Vendor") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Vendor has sold, transferred and conveyed in favour of

the Purchaser, all ownership, right, title and interest of the Vendor in respect of the said Property 4 being all that piece or parcel of land bearing Survey No. 67 (part) corresponding to CTS No. 723 admeasuring approximately **1219 sq. mtrs.** at and for the consideration and on such terms and conditions specified therein.

1.5 Property 5

On the basis of the Documents perused by us, the devolution of title in respect of the said Property 5 (as defined hereinafter) is as follows:

- (a) By and under a Deed of Conveyance dated 7th December, 1965 executed between the owners, namely (1) Ratansey Karsandas and 3 others, being executors and executrix of the will of Mathuradas Vasanji, (2) Pratapsinh Shoorji Vallabhdas and 2 others, being the proving surviving executors and executrix of the will of Shoorji Vallabhdas and (3) Bhanji Shhorji and 9 others being heirs and legal representatives of Shivji Raghavji being the owners of properties known as "Bhandup Estate" (therein called "the Owners") and Kalicharan Lalchand Mehra, Omprakash Lalchand Mehra, Nandakishore Lalchand Mehra and Jugalkishore Mehra, (therein called "the Purchasers") and registered with the office of the Sub-Registrar of Assurances at Bandra on 1st February, 1966 under Serial No. 2556/1965 of Book No. 1, the Owners conveyed, granted and transferred the property situate, lying and being at Nahur, being Survey Nos. 52/9 (Part), 52/13 (Part), 54 (Part), 56 (Part), 64 (Part), 65 (Part), 66 (Part), 69 (Part), 70 (Part) and 71 (Part) admeasuring in aggregate 34,845 sq. yards or thereabouts to the Purchaser therein. In pursuance thereof, the said Kalicharan Lalchand Mehra and others became the owners of the said property.
- (b) It appears that Omprakash Mehra and others agreed to sell the said property admeasuring 34,845 sq. yards equivalent to 29,134.94 sq. mtrs. to

Harishchandra Yeshwant Potkar and others under an unregistered Development cum Sale Agreement.

- (c) The said Harishchandra Yeshwant Potkar and others (Plaintiff Nos. 1 to 3) filed a suit being Suit No. 176 of 1981 in the High Court of Judicature at Bombay against the said Omprakash Mehra and others for specific performance of the Development cum Sale Agreement. During the pendency of this Suit the Plaintiff Nos. 1 to 3 executed a Deed of Assignment dated 6th September, 1985 in favour of M/s. Mayank Enterprises for the assignment of their right, title and interest of respect of the said Development cum Sale Agreement in favour of M/s. Mayank Enterprises. Thereafter, the Suit was amended and M/s. Mayank Enterprises was impleaded as Plaintiff No. 4. Pending the said Suit, Kalicharan Mehra and Omprakash Mehra expired on 26th May, 1982 and 16th January, 1986 respectively and thereafter the names of their respective legal heirs were brought on record as defendants in the said Suit. The Consent Decree dated 26th August, 1986 was passed in the said suit whereby land admeasuring 29,134.94 sq. mtrs. equivalent to 34,845 sq. yards was transferred and conveyed in favour of M/s. Mayank Enterprises. The said Consent Decree dated 26th August, 1986 was lodged for registration under Serial No. 2877/1996 on 1st August, 1996 and has been registered with the office of the Sub-Registrar of Assurances under Serial No. 11341/1996.
- (d) It appears that one (i) Mr. Dwarkanath Pandurang Bhoir and (ii) Kamlakar Ganpat Bhoir (the Plaintiffs therein) filed a suit being S.C. Suit No. 2462 of 1982 before the Hon'ble City Civil Court, Mumbai against the said Kalicharan Lalchand Mehra and 5 others in respect of the suit property therein i.e. admeasuring 2420 sq. yds. equivalent to 2023.42 sq. mtrs., being a portion of the said Property 5 belonging to Kalicharan Mehra and 4 others. The said M/s. Mayank Enterprises was joined as a Defendant No.6. The Parties executed Consent Terms dated 13th January, 1994 whereunder, the Plaintiffs handed over vacant

and peaceful possession of the land admeasuring 860 sq. yards. out of Survey No. 70 (part) to M/s. Mayank Enterprises as shown on the plan annexed thereto and the suit was disposed of in terms thereof. The Plaintiff also declared that they shall not claim any right of whatsoever nature over the suit property admeasuring 2420 sq. yards and/or any other portion of the land belonging to (i) Kalicharan Lalchand Mehra; (ii) Omprakash Lalchand Mehra; (iii) Nandkishore Lalchand Mehra and (iv) Jugalkishor Lalchand Mehra (the Defendant Nos. 1 to 4) purchased by them under the Deed of Conveyance dated 7th December, 1965.

- (e) The adjoining properties were owned by M/s. Badridas Gauridatt Private Limited and there were certain disputes as to boundaries and possession of certain properties between M/s. Mayank Enterprises and Badridas Gauridatt Private Limited. By a Deed of Exchange dated 28th March, 1994 registered in the Office of the Sub- Registrar at Serial No. 1673/1994 made between Badridas Gauridatt Private Limited as the Party of the One Part and the heirs of Omprakash Mehra and others as the Confirming Party and M/s. Mayank Enterprises as the Party of the Other Part, the property described in the first schedule thereunder was transferred in exchange to M/s. Mayank Enterprises and the property described in second schedule thereunder was transferred in exchange to Badridas Gauridatt Private Limited. Further, Badridas Gauridatt Private Limited gave up the possession of the property described in the third schedule thereunder. The properties that came to be conveyed in favour of M/s. Mayank Enterprises under the said Deed are as follows: all that piece and parcel of land or ground situate lying and being at Village Nahur, Mulund (West) bearing Survey No. 64 (part) CTS No. 762 (part) admeasuring 470.30 sq. mtrs. or thereabouts, Survey No. 64 (part) admeasuring about 348.67 sq. mtrs., Survey No. 65 (part) admeasuring 604.83 sq. mtrs., Survey No. 66 (part) admeasuring about 346.93 sq. mtrs., all 3 plots bearing CTS No. 719 (part) and in all admeasuring 1300.43 sq. mtrs. or thereabout and Survey No. 64 (part), CTS No. 762 (part)

admeasuring about 159.37 sq. mtrs. Further, under the said Deed of Exchange, Badridas Gauridatt Private Limited declared that they had removed themselves from the following properties and have handed over the same to M/s. Mayank Enterprises, without claiming any right, title and interest in the said properties as and by way of adverse possession or otherwise and further declared and stated that the said properties belong to M/s. Mayank Enterprises and shall remain in possession of M/s. Mayank Enterprises. The abovesaid properties have been described as follows: all those pieces or parcels of land bearing Survey No. 64 (part) CTS No. 763 (part) admeasuring 1578.37 sq. mtrs., Survey No. 64 (part) CTS No. 763 (part) admeasuring 558.58 sq. mtrs., Survey No. 64 (part) admeasuring 229.24 sq. mtrs. and Survey No. 66 (part) admeasuring 75 sq. mtrs. both bearing CTS No. 730 (part) in all admeasuring 304.23 sq. mtrs. or thereabouts.

- (f) Subsequently, Mayank Enterprises (partnership firm) was converted into a private limited company in accordance with the provisions of Part IX of the Companies Act, 1956 and by reason of such conversion, all properties owned by Mayank Enterprises, including *inter alia*, the said Property 5 admeasuring approximately 31,525 sq. mtrs. came to be vested absolutely in Nirmal Lifestyle Developers Private Limited. The Certificate of Incorporation dated 27th March, 2008 was issued by the Registrar of Companies certifying the formation/incorporation of "Nirmal Lifestyle Developers Private Limited".

2. LITIGATIONS:

2.1 Property 1

A. Suit No. 8031 of 1984

It appears that one of the descendants of Mr. Mahadu Patil, one Jaywant Jagannath Joma Patil had filed a suit against the said Trust before the Mumbai City Civil Court being Suit No. 8031 of 1984 which suit is pending. However,

since the said Patils have sold their rights to M/s. East-End Constructions and M/s. East-End Constructions is already a confirming party to the Development Agreement dated 29th April, 2005 and Supplemental Memorandum of Understanding dated 29th April, 2005 executed in favour of Nirmal Lifestyle Limited, it appears that the Suit No. 8031 of 1984 has become automatically redundant. The said suit is still pending before the Mumbai City Civil Court.

B. Suit No. 1212 of 1991

From a perusal of the Deed of Conveyance dated 7th December, 1965 referred to above, it appears that the Bhandup Estate, in its purported capacity as the holders of the land which is inclusive of the said Property 5, filed an application before the Revenue Mamlatdar and upon dismissal of the said application, the Bhandup Estate, challenging the Order before the Revenue Mamlatdar, filed a Revision Application before the Revenue Commissioner who held that the District Mamlatdar had no jurisdiction to entertain the said Petition. Against this Order, the Bhandup Estate filed a Writ Petition before the Bombay High Court. At the instance of Kalicharan Mehra and others, Bhandup Estate agreed to compromise the dispute on the Mehras agreeing to pay Rs. 1/- per sq. yards towards the value of the said right, title and interest of the Bhandup Estate in the said property. Bhandup Estate accepted the said proposal and the Mehras paid the said price. M/s. East End Constructions obtained title to the said Property 1 by virtue of the Consent Terms dated 23rd February, 2004 filed in Suit No. 1212 of 1991 in the Bombay High Court and in terms thereof, the said suit was accordingly disposed of, wherein the said Patils have recorded the fact of them having sold all their right, title and interest of Kul or any other nature, to M/s. East-End Constructions as per the terms and through the said Consent Terms.

2.2 Property 4

A. **Revision Application No. 2613/Matter No. 164, Appeal No. 4139 of 2013**

The captioned Application was filed by Mr. Haji Z. Hukumallah against Nirmal Lifestyle Limited and others before the Hon'ble Revenue Minister, State of Maharashtra at the Mantralaya. The same has *inter alia* been filed to challenge the validity of the Indenture vide which Nirmal Lifestyle Limited has purchased the said Property 4. However, the Hon'ble Revenue Minister, State of Maharashtra has rejected Revision Application No. 2613 by its order dated 31st December, 2015 and confirmed the order dated 15th May, 2013 passed in Appeal bearing No. Appeal/Desk/RTS/366/2012 by Additional Commissioner, Konkan Division, Mumbai.

B. **Civil Writ Petition No. 10610 of 2016**

The captioned Writ Petition was filed by Mr. Haji Z. Hukumallah against Nirmal Lifestyle Limited and others against the above order dated 31st December, 2015 passed by the Hon'ble Revenue Minister. The said Writ Petition is pending for admission.

2.3 **Property 2/ Property 5**

Suit No. 4307 of 1996

The plaintiffs i.e. one Smt. Ramabai N. Gavand (deceased) and others have filed the Suit No. 4307 of 1996 before the Hon'ble Bombay High Court against Ravindra Ulvekar and others, including *inter alia* against Mayank Enterprises (i.e. Defendant No. 14), whereby the plaintiffs have claimed that each of the Plaintiffs has 20% share in the suit property bearing Survey No. 64 (part) CTS No. 763 admeasuring 10501.10 sq. mtrs. and that the Defendant Nos. 1 to 10 i.e. Ravindra Ulvekar and 9 others have 2% share in the same. The Plaintiffs have claimed therein that Defendant Nos. 11 to 15 have occupied a certain portion of the suit property illegally and without any authority. However, it may be noted

that the above suit is still pending before the Hon'ble Bombay High Court and there is no injunction/ interim/ ad-interim order passed in favour of the Plaintiffs by the Hon'ble Bombay High Court till date.

3. APPROVALS & D.P. REMARKS:

Approvals

3.1 Property 1

- A. By an Order No. C/ULC/D-V-6(t)SR-V-978.XXV-106 dated 25th November, 2004, fresh ULC permission (General NOC) under the ULC Act has been granted for the development of the said Property 1.
- B. By and under two orders both dated 1st January, 2005 bearing No. CE/4812/BPES/AT and No. CE/4813/BPES/AT, the Executive Engineer (Building Proposals), Eastern Suburbs of the Municipal Corporation of Greater Mumbai has issued its Intimation of Disapproval ("IOD") permitting construction of residential/commercial buildings upon the said Property 1 on the terms and conditions specified therein and Nirmal Lifestyle Limited has subsequently made an application for amendment of plans for construction of residential/commercial building/s thereon. The IOD bearing Ref. No. CE/4813/BPES/AT dated has been issued by the MCGM in respect of the proposed residential Building No.3 (Wings A, B, C and D) and the IOD bearing Ref. No. CE/4813/BPES/AT has been issued approving the plans for construction to be carried out on a portion of the said Properties admeasuring 12,930.62 sq. mtrs.
- C. Environmental Clearance dated 29th December, 2006 has been issued by the I.A. Division of Ministry of Environment and Forests, for construction of proposed commercial complex at CTS Nos. 706, 709, 710 (pt.), 711 to 714, 716 to 720, 722,

724, 724/1 to 10, 730/A to E, 762 and 762 (pt.) of Village Nahur, Mulund (West), subject to the compliance with EMP and other stipulated conditions.

- D. IOD dated 10th August, 2007 has been issued approving the plans for construction to be carried out on the said Property 1.
- E. The office of Collector, M.S.D. vide its order dated 7th June, 2007 bearing Reference No. C/Desk-IID/LND/NAP/SRK-1077 granted N.A. permission in respect of the portion of the said Properties admeasuring 14,187.16 sq. mtrs. to use the lands as per the plans approved by MCGM and on the terms and conditions specified therein.
- F. MCGM vide its letter dated 31st July, 2019 addressed to Architect Shri M.V. Daisaria and Mr. Dharmesh Jain, owner of NLDPL, approved the amended plans for the proposed building to be constructed on the said Property 1.
- G. MCGM vide its letter dated 25th September, 2019 granted approval for construction of high rise residential and commercial building on the said Property 1 subject to the conditions as mentioned therein.

3.2 Property 3

Vide letter dated 31st July, 2019 addressed by MCGM to Architect Shri M.V. Daisaria and Mr. Dharmesh Jain, owner of NLDPL, thereby approving the amended plans for the proposed building to be constructed on the said Property 3.

3.3 Property 5

- A. In pursuance of a statement filed under section 6(1) of the ULC Act by the said Nandkishore Mehra and Omprakash Mehra as the original owners thereof, the Additional Collector and Competent Authority passed by an order dated 19th July, 1988 under section 8 (4) of the ULC Act, an Application was made for

revision of the said order and the Additional Collector and Competent Authority (ULC) by the order dated 16th May, 1995 bearing No. C/ULC/6 (1)/SR-XII/556/506/SR-III-560 revised the earlier order passed under section 8 (4) and permitted retention of certain lands specified therein and to develop the same for residential purpose.

- B. ULC Order dated 16th July, 1999 has been issued by way of corrigendum to the order under section 8(4) of the ULC Act as stated above and subsequent corrigendum dated 6th May, 1995, in respect of reduction in R.G. Reservation area and retainable land and increase in the developable area.
- C. The Office of the Collector, Bombay Suburban District has vide its order dated 5th June, 1996, granted N.A. permission in respect of the said Property 5 for residential purposes on the terms and conditions specified therein.
- D. IOD dated 30th December, 1995 bearing Reference No. CE/4236/BPES/AT has been issued in respect of Building No.1 which has now been constructed on a portion of the said Properties and other amalgamated plots. Upon an application made with the MCGM in that regard, the MCGM sanctioned plans for construction of residential building No. 2 consisting of stilt and 15 upper floors on the said Property 5 and further a Commencement Certificate (CC) dated 13th May, 1996 bearing Reference No. CF/4235/BPES/AT has been issued in respect of Building No. 1 on the said Property 5 and other amalgamated plots. The CC has been validated from time to time and full CC except podium has been granted on 27th September, 2002. Two Buildings namely Kalinga and Takshashila are already constructed on the said Property 5.
- E. Letter dated 9th October, 2014 issued by MCGM approving the amended plans submitted by M. V. Daisaria, Architects for Nirmal Lifestyle Limited, in respect of

the proposed residential building no. 3 (wings A, B, C and D) to be constructed on the said Property 5.

- F. Vide letter dated 31st July, 2019 addressed by MCGM to Architect Shri M.V. Daisaria and Mr. Dharmesh Jain, owner of NLDPL, thereby approving the amended plans for the proposed building to be constructed on the said Property 5.

D.P. Remarks

The MCGM vide its letter dated 7th September, 2010 issued D.P. Remarks in respect of the said Property 1 showing the said properties falling under residential zone and special industrial zone subject to certain reservations.

4. REVENUE RECORDS AND PROPERTY TAX RECEIPT:

Revenue Records

- 4.1** We have perused copies of the 7/12 extracts in respect of Survey Numbers 54/1 (part), 65 (part), 66 (part), 67 (part), 68, 69 (part), 96 (part), 97 (part), 160 (part), 161 (part), 163 (part) and 164 (part) forming part of the said Property 1, which reflect the name of Housing Development and Improvement India Private Limited in the column of holders. The other rights column of these 7/12 extracts also reflect the name of Jagannath Joma Patil as the protected tenant, except in case of Survey Nos. 96 (part), 67 (part) (admeasuring 127 gunthas), 161 (part), 164 (part). Of these Survey Nos., Survey No. 67 (part) (admeasuring 127 gunthas) reflects the name of Nirmal Lifestyle Limited as the holder and Survey Nos. 161 (part) and 164 (part) reflect the name of one Kisan Damodar as the tenant. We have perused copies of the 7/12 extracts in respect of Survey Nos. 66 (part) and 69 (part) forming part of the said Property 5, which reflect the names of Kalicharan Lalchand Mehra and 3 others in the column of holders and reflects the name of Mayank Enterprises in the other rights column. From a

perusal of the New Property Cards dated 19th July, 2019 in respect of CTS Nos. 706 B/A, 706 B/B, 706 B/C it appears that the names of Kalicharan Lalchand Mehra and 3 others are reflected as the holders. The Property Cards in respect of CTS Nos. 706 B/A, 706 B/B, 706 B/C, 706 B/D, 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/J reflect the reservations as stated in the Collector's Order mentioned hereinabove. The balance property register cards do not reflect the names of the holders, however all these lands have been shown as agricultural lands in the New Property Register Cards.

4.2 We have perused copies of the 7/12 extracts in respect of Survey No. 97 (part) corresponding with CTS No. 710 admeasuring approximately 10,900 sq. mtrs., which reflect the names of the holders as follows:

- a. 97 (part) admeasuring approximately 7425 sq. mtrs. which reflects the name of Housing Development and Improvement India Private Limited. The other rights column reflects the name of Jagannath Joma Patil as the protected tenant;
- b. 97 (part) admeasuring approximately 275 sq. mtrs. which reflects the name of Jaysukhlal Zaveri and others;
- c. 97 (part) admeasuring approximately 575 sq. mtrs. which reflects the name of Pandurang Patil and others;
- d. 97 (part) admeasuring approximately 875 sq. mtrs. which reflects the name of Jagannath Patil and others;
- e. 97 (part) admeasuring approximately 875 sq. mtrs. which reflects the name of Damodar Harishchandra Patil and others;
- f. 97 (part) admeasuring approximately 875 sq. mtrs. which reflects the name of Baburao Patil and others;

4.3 We have perused copies of the 7/12 extracts in respect of Survey No. 163 (part) corresponding with CTS No. 712 admeasuring approx. 4075 sq. mtrs., which reflect the names of the holders as follows:

- a. 163 (part) admeasuring approx. 3550 sq. mtrs. which reflects the name of Housing Development and Improvement India Private Limited. The other rights column reflects the name of Jagannath Joma Patil as the protected tenant;
 - b. 163 (part) admeasuring approx. 525 sq. mtrs. which reflects the name of Jaysukhlal Zaveri and others. There is a remark of 'fragment' in respect of this land parcel on the other rights column.
- 4.4 From a perusal of copies of the New Property Cards dated 19th July, 2019 in respect of CTS Nos. 710 A and 712 A it appears that the names of Navnitlal Zaveri and others are reflected as the holders. The area of CTS No. 710A is reflected as 6586.2 sq. mtrs. and CTS No. 712A is reflected as 1273.5 sq. mtrs.
- 4.5 We have perused copies of the 7/12 extract in respect of Survey No. 67 (part) corresponding with CTS No. 723 admeasuring approx. 1219.4 sq. mtrs., which reflects the name of Nirmal Lifestyle Limited as the holder. From a perusal of copies of the New Property Card dated 19th July, 2019 in respect of CTS Nos. 723 it appears that the names of Smt. Hajiali Fatemabai Haji Tarmohaamed Jamal is reflected as the holder. The area of CTS No. 723 is reflected as 1219.4 sq. mtrs.

Property Tax

- 4.6 We have perused the 2 Property Tax Receipts bearing nos. 2019ACR02449599 dated 22nd July, 2019 issued by the Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal Lifestyle Limited for property tax paid in respect of Property 1.
- 4.7 We have perused the Property Tax Receipts bearing nos. 2019ACR02449598 dated 22nd July, 2019 issued by the Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal Lifestyle Limited for property tax paid in respect of Property 1. We have perused the Property Tax Bill dated 19th May, 2019 issued by the Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal

Lifestyle Limited, for property tax to be paid in respect of CTS Nos. 730/A to E and 729 in Village Nahur.

- 4.8 We have perused the Property Tax Bill dated 19th May, 2019 issued by Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal Lifestyle Limited, for property tax to be paid in respect of C.T.S Nos. 724, 724/1 to 10 in Village Nahur.

5. ENCUMBRANCES:

- 5.1 The ROC Search Report dated 16th August, 2019 in respect of Nirmal Lifestyle Developers Private Limited issued by Smita Prabhu & Associates, Company Secretaries, reflect the following subsisting charges in respect of the said Properties:

- 5.1.1 Indenture of Mortgage dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.7649/2017 executed by Nirmal Lifestyle Developers Private Limited (therein referred to as the "Mortgagor") in favour of IDBI Trusteeship Services Limited (therein referred to as the "Security Trustee") acting as the security trustee on behalf of L&T Finance Limited (therein referred to as the "Lender"), whereby the Mortgagor has created security by way of mortgage over all that piece and parcel of land bearing CTS Nos. 706B/A, 706B/B(part), 706B/C, 706B/D(part), 706B/E, 706B/F, 706B/G, 706B/H, 706B/J, 710A(part), 712A and 723 admeasuring in the aggregate about 92,672.70 sq. mtrs., situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded on or towards the North by land bearing CTS No. 554A, 554B, 554C, 554D and 554E, on or towards the South by Nirmal Nagar, on or towards the West by LBS Marg and on or towards the East by land bearing CTS No. 709A, being land forming part of the

said Properties, in favour of the Security Trustee, to secure the loan granted by the Lender to the Mortgagor.

5.1.2 Assignment Agreement dated 29th September, 2017 executed between L&T Finance Limited ("Assignor") and L&T Housing Finance Limited ("Assignee"), whereby L&T Finance Limited assigned a part of the loan aggregating to Rs. 115,00,00,000 out of the disbursed loan of Rs. 419,51,35,427/- in favour of L&T Housing Finance Limited.

5.1.3 Supplementary Indenture of Mortgage dated 26th February, 2019 executed between Nirmal Lifestyle Developers Private Limited ("Borrower") and IDBI Trusteeship Services Limited ("Security Trustee"), thereby creating additional security over the properties as mentioned therein.

5.2 We have also perused a copy of the Index II in respect of the Mortgage Deed dated 30th September, 2019 registered with the office of the Sub- Registrar of Assurances at Kurla-4 on 11th October, 2019 under Serial No. 13034 / 2019 executed by Nirmal Lifestyle Developers Private Limited and Anr. in favour of IDBI Trusteeship Services Limited thereby creating charge in respect of the all that piece and parcel of land bearing CTS Nos.706B/A, 706B/B(part), 706B/C, 706B/D(part), 706B/E, 706B/F, 706B/G, 706B/H, 706B/J, 710A(part), 712A and 723 admeasuring in the aggregate about 74029 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District.

6. SEARCHES AND PUBLIC NOTICES:

6.1 Search Reports

- A. We have perused a copy of and have relied upon the search report dated 3rd May, 2017 issued to M/s. Kanga and Co. in respect of the searches conducted for the said Properties in the relevant offices of the Sub-Registrar of Assurances upon the instructions of Nirmal Lifestyle Limited, issued by search clerk Mr. Nilesh Vagal (hereinafter referred to as the "Search Report"). A copy of the said Search Report has been enclosed herewith.

The said Search Report reflects, *inter alia*, the following entries in respect of the said Properties, appearing in the records of the offices of the Sub-Registrar of Assurances at Mumbai and Bandra for the years 1988 to 2017 and the offices of the Sub-Registrar of Assurances at Chembur, Vikhroli and Nahur for the years 2002 to 2017.

From the said Search Report, we have perused the following adverse entries:

- a. Notice of Lis Pendens dated 29th April, 1991 registered under Serial No. 2054/1991 in respect of the Suit No. 1212/1991 filed by Narayan Manik Patil, in respect of Property 1. However, please see our observations under "Litigations" above;
- b. Notice of Lis Pendens dated 24th April, 2004 registered under Serial No. 4461/2004 in respect of the Suit No. 180/2004 filed by Rukmini Purshottam, Saraswati Pralhadrai and Kalyanji Alian Arun Kumar in respect of Property 1. However, we note that the said Suit No. 180/2004 has been disposed of vide the order dated 21st January, 2009 passed by the Hon'ble Bombay High Court;
- c. Notice of Lis Pendens dated 21st May, 2004 registered under Serial No. 5335/2004 in respect of the Suit No. 1423/2004 filed by Udayan Thakkar in respect of Property 1. However, we note that this is in respect of the Suit (L) No. 1423/2004 and has been disposed of vide the order dated 6th October, 2015 passed by the Hon'ble Bombay High Court;

- d. Deed of Mortgage dated 7th August, 2007 registered under Serial No. 5175/2007 executed by Nirmal Lifestyle Limited in favour of HDFC in respect of Property 1, Property 2, Property 4 and Property 5. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties.
- e. Deed of Mortgage dated 28th January, 2008 registered under Serial No. 618/2008 executed by Nirmal Lifestyle Limited in favour of HDFC in respect of Property 1, Property 2, Property 4 and Property 5. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties.
- f. Deed of Mortgage dated 15th October, 2008 registered under Serial No. 6774/2008 executed by Nirmal Lifestyle Limited in favour of Infrastructure Development Co. Ltd. In respect of Property 1, Property 2, Property 4 and Property 5. However, we have perused copy of Reconveyance of Mortgage dated 22nd July, 2009 thereby releasing charge over the properties.
- g. Debenture Trust Deed dated 22nd May, 2014 registered under Serial No. 4429/2014 executed by Nirmal Lifestyle Limited and HDIL and Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited in respect of the said Properties. However, we have perused a copy of the Deed of Reconveyance dated 1st August, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7668/2017 executed by IDBI Trusteeship Services Limited (acting as Debenture Trustee on behalf of the Debenture Holders i.e. Equity Trust (Jersey) Limited, Kotak Investment Advisors Limited and INQ Holding LLC) (therein referred to as the "Releasor") in favour of Nirmal Lifestyle Limited, Nirmal Lifestyle Developers Private Limited and Housing Development and Infrastructure Limited (therein referred to as the "Releasees"), whereby the Releasor has released and reconveyed unto the Releasees, all the right, title

and interest of the Releasor in respect of all the properties mortgaged under the Debenture Trust Deed dated 22nd May, 2014, registered with the office of the Sub-Registrar of Assurances at Kurla – 4 under Serial No. 4429/2014.

- B. We have also perused a copy of the Search Report dated 6th September, 2011 issued by search clerk M. U. Kunde who has taken searches in the offices of Sub-Registrar of Assurances for the period of 40 years i.e. from 1972 to 2011 in respect of the said Property 1. The said search report contains certain entries which do not pertain to the said Property 1. From the Search Report, we have perused the following adverse entries:
- a. Deed of Mortgage dated 7th August, 2007 registered under Serial No. 5175/2007 executed by Nirmal Lifestyle Limited in favour of Housing Development Finance Corporation Limited. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties;
 - b. Deed of Mortgage dated 28th January, 2008 registered under Serial No. 618/2008 executed by Nirmal Lifestyle Limited in favour of Housing Development Finance Corporation Limited. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties;
 - c. Deed of Mortgage dated 15th October, 2008 registered under Serial No. 6774/2008 executed by Nirmal Lifestyle Limited and HDIL in favour of Infrastructure Development Finance Company Limited. However, we have perused copy of Reconveyance of Mortgage dated 22nd July, 2009 thereby releasing charge over the properties; and
 - d. Deed of Mortgage dated 7th January, 2011 registered under Serial No. 158/2011 executed by Nirmal Lifestyle Limited and 3 others in favour of IL&FS Trust Company Limited. However, we have perused copy of letter

dated 29th September, 2011 from IL&FS Trust Company Limited thereby releasing charge over the properties.

C. We have also perused a copy of the Search Report dated 23rd October, 2019 issued by search clerk Ms. Aarti Makwana who has taken searches in the offices of Sub-Registrar of Assurances for the period of 3 years from 2017 to 2019 in respect of the said Properties. From the Search Report, we have perused the following additional adverse entries:

- a. Mortgage Deed dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7649/2017 executed by Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited;
- b. Mortgaged Deed dated 26th February, 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-4 under Serial No. 1932/2019 executed by Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited;
- c. Mortgaged Deed dated 30th September, 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-4 under Serial No. 13034/2019 executed by Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited.

ROC Search Reports

At the request of Nirmal Lifestyle Developers Private Limited, Smita Prabhu has carried out search of the charges registered and made available on MCA Portal and at the office of the ROC and has submitted her report dated 16th August, 2019. Kindly note that we have not taken independent search in the ROC, but

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have relied upon the said search report. The report reflects only the charges mentioned in the Encumbrances hereinabove.

Public Notices

M/s. Wadia Ghandy & Co. had issued Public Notice (s) in two local daily newspapers i.e. "The Times of India" and "Maharashtra Times" in their respective editions on 3rd January, 2005 inviting objections from the public to the sale by the said Owners i.e. Housing Development and Improvement India Private Limited in favour of the Developer i.e. Nirmal Lifestyle Limited in respect of the said Property 1 and had received no objections thereto from any person / persons.

For the purpose of this Certificate of Title, we have not issued advertisements in newspapers inviting objections from the public with respect to the clear and marketable title in respect of the said Properties.

Search in the court proceedings:

We have not carried out any searches in any Courts (save and except on website of Bombay High Court) or other adjudicatory forums or in the records of other judicial authorities in respect of any or such other litigation concerning the Properties.

7. ARCHITECTURAL ASPECTS:

We have not conducted any architectural due diligence in respect of the said Properties including the structures presently standing thereon and the structures intended to be constructed thereon and as we do not advice on any architectural aspects. We recommend you to independently carry out all

architectural due diligence in respect of the Properties including whether the structures presently standing on the Properties or intended to be developed thereon have been / are being constructed in accordance with the sanctioned plans and the applicable rules and regulations. We recommend you to independently ascertain the permissive use of the Properties and structures intended to be developed thereon, whether the FSI used or intended to be used on the Properties has been duly and properly utilized, whether the Properties are affected by any reservation or road set back or land acquisition proceedings whether the development intended to be carried out on the Properties is in accordance with the applicable Development Control Regulations and other applicable laws and regulations. You are also further recommended to independently examine the building permissions, approvals, clearances including zoning permissions, environmental clearances etc. obtained or to be obtained in respect of the structures constructed or to be constructed on the Properties described hereunder.

8. MISCELLANEOUS:

This Certificate of Title is based on the following assumptions:

- a) That the photocopies of all documents furnished to us are complete, accurate and a faithful reproduction of the original of which they purport to be copies;
- b) That all public records and documents and the entries therein referred to and relied upon herein are true, accurate, current and have been validly made;
- c) That all sanctions and permissions referred to or relied upon herein have been validly obtained and have not been cancelled or revoked at any time;

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- d) There are no facts or circumstances in existence and no events have occurred which render any of the documents referred to or relied upon in this Certificate of Title, void or voidable, repudiated or frustrated or capable of rescission for any reason and in particular but without limitation by reason of lack of consideration, default, fraud or misrepresentation and that no authorization whether under any power of attorney, resolution or otherwise has been withdrawn, cancelled or revoked.
- e) The genuineness of all signatures, the authenticity of the documents submitted to us and conformity in all respects of the copies of documents produced before us to the originals thereof, if any, applicable and mentioned to have been verified by us to be original.

9. CONCLUSION:

Based on the Documents perused by us in respect of the said Properties, the representations made to us by Nirmal Lifestyle Developers Private Limited and subject to what is stated hereinabove, we hereby certify that, subject to the subsisting mortgages created in favour of IDBI Trusteeship Services Limited, **Nirmal Lifestyle Developers Private Limited** are the owners of the said **Properties** more particularly described in the **Schedule** hereunder written and their title thereto is clear and marketable and free from all encumbrances and/or charges.

10. DISCLAIMER:

- 10.1** The contents of this Certificate of Title are our views on the title to the Properties based on our perusal of the documents and in no event shall we be

liable for any consequential incidental or punitive losses, damages or expenses whatsoever.

- 10.2** To the extent that this Certificate of Title contains or refers to reports, memoranda, lists, information, opinions or advice from any other person, that person remains exclusively responsible for the contents of such reports, memoranda, lists, information, opinions or advice.
- 10.3** For the purpose of this Certificate of Title, we have relied upon the search reports dated 3rd May, 2017 issued by search clerk Mr. Nilesh Vagal and the search report dated 6th September, 2011 issued by search clerk M. U. Kunde and Search Report dated 23rd October, 2019 issued by Search Clerk Ms. Aarti Makwana. Please note that the process of searches in the Registries and/or Governmental offices is often not reliable since the records are not updated/maintained properly.
- 10.4** The contents of this Certificate of Title are confidential and private. Neither this Certificate of Title nor any of its contents shall be copied, quoted, disclosed, referred to in any document or given to any third party, in whole or in part without our express written consent. We accept no responsibility or legal liability to any person in relation to the contents of this Certificate of Title even if the same has been disclosed with our consent.

THE SCHEDULE ABOVE REFERRED TO

(Description of the Property 1)

All those pieces or parcels of land bearing CTS Nos. 706 B/A (part), 706 B/B (part), 706 B/C, 706 B/D (part), 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/I admeasuring in the aggregate about 62,000 sq. mtrs. situate, lying and being at Village Nahur, Taluka

Kurla, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On the North by: Bombay Oxygen Plot

On the South by: Land bearing CTS Nos. 729, 730A, 730B and 730C

On the East by: Land bearing CTS Nos. 710 and 712

On the West by: L.B.S. Road

(Description of the Property 2)

All those pieces or parcels of land bearing old CTS Nos. 718 (part) **corresponding new CTS No. 706B/D (part)** admeasuring about **1089 sq. mtrs.** situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: Land bearing CTS No. 706B/D

On or towards the South by: Land bearing CTS No. 764/B

On or towards the East by: Land bearing CTS No. 706/A

On or towards the West by: Land bearing CTS No. 706B/D

(Description of the Property 3)

All those pieces or parcels of land bearing CTS Nos. **710A (part) and 712A (part)** admeasuring in the aggregate about **5306 sq. mtrs.** situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: Land bearing CTS No. 710A (part)

On or towards the South by: Land bearing CTS No. 706 B/D

On or towards the West by: Land bearing CTS Nos. 706 B/D, 706 B/E, 706 B/F

On or towards the East by: Land bearing CTS No. 709/A

(Description of the Property 4)

All those pieces or parcels of land bearing **CTS Nos. 723** admeasuring about **1219.4 sq. mtrs.** situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: Land bearing CTS No. 706B/F

On or towards the South by: Land bearing CTS No. 706B/B

On or towards the East by: Land bearing CTS No. 706B/B

On or towards the West by: L.B.S. Road

(Description of the Property 5)

All those pieces or parcels of land bearing **CTS Nos. 706 B/A (part), 706 B/B (part) and 706 B/D (part)** admeasuring in the aggregate about **31,525 sq. mtrs.** situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North : Land bearing CTS Nos. 706B/B and 706B/D

On or towards the South : Land bearing CTS No. 758A, 728D and 731B

On or towards the East : Land bearing CTS Nos. 764B and 706A

On or towards the West : L.B.S. Marg

Dated this 8th day of November, 2019

Yours faithfully,
For **MDP & Partners**


Partner



