

Strictly Private & Confidential

TITLE DUE DILIGENCE REPORT
ON
OWNERSHIP RIGHTS OF MAHINDRA HAPPINEST DEVELOPERS LIMITED TO
PROPERTY SITUATE AT
VILLAGE NANDORE, PALGHAR

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(I) GLOSSARY

1988 Conveyance	Deed of Conveyance dated 6 October 1988, registered with the Sub Registrar of Assurances at Palghar and bearing registration No. 1314 of 1988, entered into between the Dandekars and Sadashiv whereby the Dandekars sold the Third Land to Sadashiv.
2011 Conveyance	Deed of Conveyance dated 28 April 2011, registered with the Sub Registrar of Assurances at Palghar and bearing registration No. PLR/ 3195 of 2011, entered between Mr. Kirit K. Mehta and fifteen others and the Predecessors of MLDL whereby Mr. Kirit K. Mehta and fifteen others sold the First Land, the Second Land and the Third Land to the Predecessors of MLDL.
2015 Conveyance	Deed of Conveyance dated 17 November 2015 registered with the Sub Register of Assurances at Palghar bearing registration No. PLR-2/4816 of 2015 entered between MLDL and the Predecessors of MLDL, whereby the Predecessors of MLDL has sold the subject Property to MLDL.
2017 Conveyance	Deed of Conveyance dated 25 October 2017 registered with the Sub Register of Assurances at Palghar bearing registration No. PLR/5952 of 2017 entered between the Owner and MLDL, whereby the MLDL has sold the subject Property to the Owner.
Dandekars	(a) Mr. Sunil Waman Dandekar, (b) Mr. Shrikant Waman Dandekar and (c) Mr. Vishwas Waman Dandekar.
Disclosed Documents	The documents which are set out in SCHEDULE "A" to this Report.
First Land	Gat No. 183 (part) admeasuring 42,200 square meters lying being and situate at Revenue Village Nandore, Taluka Palghar, District Palghar.

Historical Owners	1) Mr. Kirit Keshavlal Mehta, 2) Mrs. Rashila Kirit Mehta, 3) Mr. Gaurav Kirit Mehta, 4) Mrs. Payal Kirit Mehta, 5) Mrs. Raksha Gaurav Mehta, 6) Mr. Rakesh Phulchand Jain, 7) Mr. Phulchand Tejpal Jain, 8) Mrs. Kamala Phulchand Jain, 9) Mr. Prakash Phulchand Jain, 10) Mrs. Hemlata Prakash Jain, 11) Mrs. Suhsila Rakesh Jain, 12) Mr. Ramesh Kanhaiyalal Jain, 13) Mr. Kanhaiyalal Nathuji Jain, 14) Mrs. Geeta Rameshchandra Jain, 15) Mr. Vijay Kanhaiyalal Jain and 16) Mrs. Geeta Vijay Jain.
Lalitkumar	Mr. Lalitkumar Sadashiv Shukla.
Larger Land	collectively the First Land and Second Land.
Larger Property	All that piece and parcel of the contiguous block of the non – agricultural land collectively admeasuring approximately 87,460 square metres and forming part of Gat/Bhumapan Kramank Nos. (i) 158/183pt/183pt, (ii) 158/183pt/183pt/Plot No. 1 and (iii) 158/183pt/183pt/Plot No. 2, lying, being and situate at Revenue Village Nandore, Taluka Palghar, District Palghar.
MLDL	Mahindra Lifespace Developers Limited.
N. A. Order	Order dated 11 May 2017 bearing No. Kra.Mahsul/Kaqsh.1/Te.1/NAP/SR-102/2016 passed by the Collector, Palghar.
Owner	Mahindra Happinest Developers Limited.
Predecessors of MLDL	(1) Mr. Rakesh Pravinchandra Shah, (2) Mr. Jainandra Pravinchandra Shah, (3) Mr. Dipan Pravinchandra Shah, (4) Mr. Tejas Pravinchandra Shah, (5) Mr. Vijay Babulal Ladhani, (6) Mr. Sanjay Babulal Ladhani, (7) Mr. Tejpal Kanmal Madhani, (8) Mr. Nitin Surajmal Ladhani, (9) Mr. Anand Babulal Mehta, (10) Mr. Hemant Babulal Mehta, (11) Mr. Shantilal Leharchand Shah, (12) Mr.

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	Ramesh Hamirmal Bafna, (13) Smt. Lalita Ramesh Bafna, (12) and (13) in their capacity as the partners of M/s Real Spaces.
POA of 2015	Irrevocable Power of Attorney dated 17 November 2015 registered with the Sub Register of Assurances at Palghar bearing registration No. PLR-2/4817 of 2015 executed by the Predecessors of MLDL in favour of MLDL.
POA of 2017	Irrevocable Power of Attorney dated 25 October 2017 registered with the Sub Register of Assurances at Palghar bearing registration No. PLR/ 5953 of 2017 executed by MLDL in favor of the Owner.
Second Land	Gat No. 183 (part) admeasuring 28,860 square meters lying, being and situate at Revenue Village Nandore, Taluka Palghar, District Palghar.
subject Property	All that piece and parcel of the contiguous block of the non – agricultural land admeasuring approximately 85,157.50 square metres and forming part of the Larger Property and more particularly defined in § (A) of this Report.
Sadashiv	Mr. Sadashiv Shukla.
Sushilkumar	Mr. Sushilkumar Sadashiv Shukla.
Third Land	Gat No. 158 admeasuring 16,400 square meters lying, being and situate at Revenue Village Nandore, Taluka Palghar, District Palghar.

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ADVOCATES, SOLICITORS AND NOTARIES

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Ref. No.:

TITLE DUE DILIGENCE REPORT

ON

OWNERSHIP RIGHTS OF THE OWNER TO PROPERTY SITUATE AT VILLAGE
NANDORE, DISTRICT PALGHAR.

DATED: 7 December 2017

To,
Mahindra Happinest Developers Limited,
Mahindra Towers,
5th Floor, Worli,
Mumbai - 400 018

Kind attn.: Mr. Suhas Kulkarni & Mr. Ulhas Bhosale

NOTE:

We have been instructed as solicitors by you to carry out a title due diligence to investigate your title to the subject Property.

- (a) The principal part of our title due diligence exercise has been the review of the Disclosed Documents, copies of which have been provided to us till 1 December 2017. For the purpose of conducting our title due diligence and preparing this report ("Report"), we have relied exclusively upon the Disclosed Documents and the information and responses provided to us up to 1 December 2017.
- (b) This Report is for the use of the Owner only and it is not to be provided to or relied upon by, nor is any responsibility, duty or liability accepted to, any third party without our prior written consent. We are asked to compile this written Report summarising key issues pertaining to the ownership rights of the Owner to the subject Property mentioned hereunder arising from our title due diligence. This Report has been prepared pursuant to a title due diligence exercise

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carried out by us in the month of November 2017 and on the basis of the search report dated 14 November 2017 issued by Mr. Sameer Sawant. The scope of our assignment does not extend to updating the Report for events and circumstances occurring after the dates on which the title due diligence exercise was carried out.

- (c) In connection with this Report you should note that:
- (i) the accuracy of this Report necessarily depends on the Disclosed Documents being true, complete, accurate and not misleading, which we have assumed to be the case;
 - (ii) we have assumed that all documents, responses and other information provided to us, whether written or in electronic form, are accurate and complete. Further, we have assumed that all photocopies of documents provided to us conform to the original underlying documents. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. In this Report, wherever we mention that the Owner has informed us, the reference is to discussions with Ms. Kavita Gaikwad and Mr. Jitesh Bonde, the representatives of the Owner and the response to the requisitions made by us. In the course of the due diligence, we have interacted with and have obtained clarifications and answers to our queries from Ms. Kavita Gaikwad and Mr. Jitesh Bonde the representatives of the Owner;
 - (iii) we have not verified the enforceability of the contractual or other arrangements comprised in the Disclosed Documents. For example, we have not made any independent enquiries to verify whether any formalities have been complied with which could have a bearing on enforceability;
 - (iv) we have appointed Mr. Sameer Sawant to carry out a search in respect of the subject Property at the offices of the Sub-Registrar at Mumbai and Palghar (1 and 2). Mr. Sameer Sawant has provided us with his search report dated 14 November 2017 ("**the Search Report**"). We have relied on the Search Report, after assuming the same to be true, accurate and not misleading. However, the search conducted at the office of the Sub-Registrar of Assurances at Mumbai and Palghar (1 and 2) is subject to the availability of records and also to records being torn and mutilated. We, therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated;
 - (v) we have appointed Amruta Tendulkar & Associates, Company Secretaries, to take searches on the website of the Ministry of Company Affairs (www.mca.gov.in). Amruta Tendulkar & Associates have informed us that there are no charges created on the subject Property. We have relied on such opinion, after assuming the same to be true, accurate and not misleading. However, search on the website of the Ministry of Company Affairs

is subject to availability of records with the Ministry of Company Affairs on the date of inspection. We, therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records on the website of the Ministry of Company Affairs on the date of inspection;

- (vi) we have caused Public Notice to be published in Navshakti Times and Free Press Journal on 07 November 2017, inviting objections/claims to the ownership rights of Owner to the subject Property. Pursuant to the publication of the Public Notice, we have, till date, not received any objections;
- (vii) save and except the searches as mentioned above, we have not undertaken any other searches of public registers in the course of our enquiries;
- (viii) for the purpose of this Report, we have investigated the title to the subject Property for the last 29 years only, since, the Owner is not in possession of the title deeds of their predecessors in title for the period prior to 1988;
- (ix) we have not attempted to comment on the legal (other than title investigation), business, commercial, financial, technical, insurance, tax or accounting implications of the disclosed information and no view or opinion is expressed on provisions in the Disclosed Documents relating to such matters;
- (x) we have assumed that the information and/or documents given to us is/are authorised, accurate and exhaustive and the copies of the documents furnished to us are true copies of their originals and that all signatures are genuine;
- (xi) each of the executed documents provided to us is in full force and effect and has not been terminated or amended;
- (xii) each contracting party to a document supplied to us has the right, power and authority, and has taken all action necessary to execute and deliver and to exercise its rights and perform its obligations under the relevant document, including making or obtaining any filings, registrations, approvals, consents, licences, authorisations or exceptions;
- (xiii) all parties to the documents supplied to us entered into such documents in good faith for the purpose of and for the benefit of its or their business and the binding effect of documents supplied to us is not affected by fraud, illegality, duress, undue influence, misrepresentation, misstatement or mistake and no document has been entered into by any party to it in connection with money laundering or any other unlawful activity;

- (xiv) this Report is not to be construed as any recommendation to any party or person to acquire the subject Property or any interest therein, which must be a commercial decision for any party or person. We accept no responsibility for any matter that has not been disclosed or has been misrepresented or misquoted whether in various documents furnished to us or otherwise;
 - (xv) we have not made any attempts to authenticate on the adequacy of the stamp duty affixed to any of the documents;
 - (xvi) any examination of the subject Property has been restricted to the ownership rights of the Owner to the subject Property and what has been disclosed in the documents provided to us;
 - (xvii) this Report should not be regarded as a substitute for reading the Disclosed Documents; and
 - (xviii) our maximum liability in relation to any matter arising out of or in connection with this Report will be limited and restricted to the amount of professional fees actually paid to us for this Report.
- (d) The Report should be read in entirety along with all necessary schedules.
- (e) This Report is strictly for the reference of our addressee client and for such persons as may be authorised by them, and shall not be used by, or disclosed to, any other person(s) for any other purpose whatsoever without our prior written consent.
- (f) Any person who is not an addressee of this Report or who has not been duly authorised to have access to this Report by the addressee accepts and agrees to the following terms by reading this Report:
- (i) the reader of this Report understands that the work performed by Desai & Diwanji was performed in accordance with the instructions and for the sole benefit and use, of our addressee client;
 - (ii) the reader of this Report agrees that Desai & Diwanji, its partners, associates, employees and agents neither owe nor accept any duty or responsibility to it, whether in contract or in tort (including without limitation, negligence and breach of statutory duty) and shall not be liable in respect of any loss, damage or expense of whatsoever nature which is caused by any use the reader may choose to make of this Report, or which is otherwise consequent upon gaining access to this Report by the reader; and

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(iii) the reader further agrees that this Report is not to be referred to or quoted, in whole or in part and not to distribute this Report without the prior written consent of Desai & Diwanji.

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(A) INTRODUCTION

1. We have been instructed to carry out an investigation of the Owner's ownership rights to the subject Property:

All that piece and parcel of a contiguous block of non – agricultural land, freehold admeasuring approximately 85,157.50 square meters bearing Gat / Bhumapan Kramank (i) 158 (ii) 183 (part) and (iii) 183 (part) and now corresponding to land comprising of Plot No. 1 bearing Gat No. 158/183 (part) / 183 (part) admeasuring 33,816 sq. meters and Plot No. 2 bearing Gat No. 158/183 (part) / 183 (part) admeasuring 47,332 sq. meters and land bearing Gat No. 158/183 (part) / 183 (part) admeasuring 4,009.5 sq. meters, lying and situated at Revenue Village Nandore, Taluka Palghar, District Palghar hereto and are bounded as follows:-

On or towards East : By Gat No.181
On or towards South : By Gat Nos.82, 167 and 180
On or towards West : By Gat No.154
On or towards North : By existing Village Road No.91 and Canal

hereinafter referred to as "the subject Property".

2. The title chain for the subject Property has been set out under § (B) of this Report.
3. The aspects of zoning, planning, the status of the land and permissions/ formalities that need to be taken in order to commence work at the subject Property are not within our scope of services and hence, we are not offering comments with respect to same.

(B) TITLE CHAIN

1. For the purposes of this section of the Report, the subject Property comprises of three different lands viz. the First Land, the Second Land and the Third Land.

2. FIRST LAND AND SECOND LAND

- (i) Prior to 1988, Sadashiv was *inter-alia* seized, possessed and absolutely entitled to the Larger Land.
- (ii) On perusal of the 2011 Conveyance, we observe that pursuant to a vardi /miscellaneous application, Sadashiv applied for sub – division of the Larger Land.

Consequently, the Larger Land came to be divided into the First Land and the Second Land.

- (iii) Upon perusal of Mutation Entry No. 207 of 1990 dated 10 December 1990, it appears that Sadashiv "allotted" the First Land and the Second Land to Lalitkumar and Sushilkumar respectively. In addition to the aforesaid Mutation Entry, we have not been provided with any other document evidencing the sale/ allotment of the First Land and the Second Land in favor of Lalitkumar and Sushilkumar.
- (iv) In the implementation of Government's scheme for consolidation of land holdings, several pieces of land held by Sadashiv including the First Land and the Second Land (which then stood in the names of Lalitkumar and Sushilkumar) came to be consolidated into one Gat No. i.e. Gat No.183.
- (v) Mutation Entry No. 734 dated 10 February 1978, records the name of Sadashiv as the owner of the Larger Land despite the same being already sub - divided and "allotted" by Sadashiv in favour of Lalitkumar and Sushilkumar. We observe that pursuant to Mutation Entry No. 207 of 1990 dated 10 December 1990, the recordings of Mutation Entry No.734 came to be rectified and the names of Lalitkumar and Sushilkumar came to be recorded as a holder with respect to the First Land and Second Land respectively.
- (vi) Pursuant to two separate registered Indentures both dated 3 April 2008, and registered with the Sub Registrar of Assurances at Palghar and bearing registration Nos. PLR/2079 of 2008 and PLR/2080 of 2008 respectively, Lalitkumar and Sushilkumar sold and conveyed the First Land and the Second Land respectively to the Historical Owners, for the consideration and on the terms and conditions mentioned therein.

3. THIRD LAND

- (i) Prior to 1988, the Dandekars were seized, possessed and absolutely entitled to the Third Land.
- (ii) Pursuant to the 1988 Conveyance, the Dandekars sold, conveyed and transferred the Third Land to Sadashiv. We have been informed that the original of the 1988 Conveyance is not available with the Owner.
- (iii) Upon perusal of the Deed of Release dated 11 September 2007 registered with the Sub Registrar of Assurances at Palghar bearing registration No. 4066 of 2007, we observe that Sadashiv died intestate on 16 November 1998, leaving behind (a) Sushilkumar, (b) Lalitkumar, (c) Mrs. Bina Arun Pandey, (d) Mrs. Surekha Chandrakant Bajpai and (e)

(1) Mrs. Hemangi Chandrakant Bajpai and (2) Mrs. Vaishali Chandrakant Bajpai (daughters of Mrs. Rajani Chandrakant Bajpai, the deceased daughter of Sadhashiv).

(iv) Under the aforesaid Deed of Release, (a) Mrs. Bina Arun Pandey, (b) Mrs. Surekha Chandrakant Bajpai, (c) Mrs. Hemangi Chandrakant Bajpai (d) Mrs. Vaishali Chandrakant Bajpai renounced, released and transferred their respective shares mentioned therein *inter-alia* in the Third Land unto Lalitkumar and Sushilkumar.

(v) Pursuant to a Deed of Conveyance dated 17 June 2008, registered with the Sub Registrar of Assurances at Palghar bearing Serial No. PLR/3535 of 2008, Lalitkumar and Sushilkumar sold, transferred and conveyed the Third Land to Historical Owners, for the consideration and on the terms and conditions mentioned therein.

4. By the 2011 Conveyance, the Historical Owners sold the First Land, the Second Land and the Third Land to the Predecessors of MLDL, for the consideration and on the terms and conditions more particularly mentioned therein.
5. By the 2015 Conveyance, the Predecessors of MLDL sold and conveyed 85,157.50 square meters out of the total area of approximately 87,460 square metres of the First Land, the Second Land and the Third Land to MLDL, for the consideration and on the terms and conditions more particularly mentioned therein.
6. By the POA of 2015, the Predecessors of MLDL appointed MLDL as their Constituted Attorney, to exercise the powers mentioned therein.
7. By the N. A. Order, the Collector, Palghar, has permitted the non-agricultural use of the subject Property for residential and commercial use subject to the terms and conditions more particularly mentioned therein and has also granted sub-division of the First Land, the Second Land and the Third Land into the Larger Property of which MLDL was the owner of the subject Property vide the 2015 Conveyance.
8. By the 2017 Conveyance, MLDL sold and conveyed the subject Property to the Owner, for the consideration and on the terms and conditions more particularly mentioned therein.
9. By the POA of 2017, MLDL appointed the Owner as their Constituted Attorney, to exercise the powers mentioned therein.

(C) N.A. TAX

We have been provided by the Owner with copies of (i) Cheque dated 7 April 2017, bearing No. 001543, drawn on HDFC Bank, Mumbai, in favour of 'Tahasildar 401403 Palghar',

for a sum of INR 1,50,642/- (Indian Rupees One Lakh Fifty Thousand Six Hundred and Forty-Two only) paid towards NA Tax; and (ii) Receipt dated 20 April 2017, issued by Tahsildar Palghar to the MLDL, acknowledging receipt of the aforesaid amount towards NA Tax.

(D) REVENUE RECORDS

On perusal of the 7/12 extracts for the Larger Property, we observe the following:

1. that the Larger Property has the following reservations:
 - (i) canal road admeasuring 1,100 square meters,
 - (ii) road widening admeasuring 798 square meters,
 - (iii) land under existing road admeasuring 15,770 .50 square meters,
 - (iv) CFC (Common Facility Centre) admeasuring 4,057.50 square meters,
 - (v) vacant land (land required to be kept open) admeasuring 8,115.50 square meters; and
 - (vi) land admeasuring 3,741 square meters being not in possession.
2. The 7/12 extracts for the subject Property have been updated to reflect the name of the following as the holder of the same:-

Gat/Bhumapan Kramank	Total Area	Name of Holder
Plot No. 1 bearing Gat No. 158/183 (part) / 183 (part)	33,816 sq. meters	Owner
Plot No. 2 bearing Gat No. 158/183 (part) / 183 (part)	47,332 sq. meters	Owner
Gat No. 158/183 (part) / 183 (part)	6,312 sq. meters	Owner- 4,009.5 sq. meters MLDL- 2,302.5 sq. meters

(E) SEARCH

SUB – REGISTRAR OF ASSURANCES

We have appointed Mr. Sameer Sawant to carry out a search in respect of the subject Property in the office of the Sub-Registrar of Assurances at Mumbai and Palghar (1 and 2). The Search Report reveal that pursuant to the purchase of the subject Property by the Owner, no document of title is found to have been registered in relation to the subject Property which is adverse to the title of the Owner.

REGISTRAR OF COMPANIES

We have appointed Amruta Tendulkar & Associates, Company Secretaries, to take searches on the website of the Ministry of Company Affairs (www.mca.gov.in) for the Owner. Amruta Tendulkar & Associates have informed us that there are no charges created on the subject Property.

(F) CONCLUSION

Subject to what is stated hereinabove, we hereby certify that the Owner is well and sufficiently entitled to the subject Property and the title of the Owner to the subject Property is clear and marketable.

M/s. Desai & Diwanji


For PARTNER

SCHEDULE "A"

Photocopies of the following documents were provided to us:

1. Deed of Conveyance dated 6 October 1988, registered with the Sub Registrar of Assurances at Palghar and bearing registration No. 1314 of 1988 between Dandekars and Sadashiv.
2. Deed of Release dated 11 September 2007, registered with the Sub Registrar of Assurances at Palghar bearing registration No. 4066 of 2007 (1) Mrs. Bina Arun Pandey, (2) Mrs. Surekha Chandrakant Bajpai, (3) Mrs. Hemangi Chandrakant Bajpai (4) Mrs. Vaishali Chandrakant Bajpai renounced, released and transferred their respective shares mentioned therein *inter-alia* in the Third Land unto Lalitkumar and Sushilkumar.
3. Indenture dated 3 April 2008, registered with the Sub Registrar of Assurances at Palghar bearing Registration No. PLR/2079 of 2008, executed between Lalitkumar and Historical Owners
4. Indenture dated 3 April 2008, registered with the Sub Registrar of Assurances at Palghar bearing Registration No. PLR/2080 of 2008, executed between Sushilkumar and Historical Owners.
5. Deed of Conveyance dated 17 June 2008, registered with the Sub Registrar of Assurances at Palghar bearing Serial No. PLR/3535 of 2008, executed between (a) Lalitkumar and (b) Sushilkumar and Historical Owners.
6. 7/12 Extracts for the First Land, Second Land and the Third Land all dated 27 April 2011.
7. Deed of Conveyance dated 28 April 2011, registered with the Sub Registrar of Assurances at Palghar bearing registration No. PLR/ 3195 of 2011, executed between Historical Owners and the Predecessors of MLDL.
8. Deed of Conveyance dated 17 November 2015 registered with the Sub Register of Assurances at Palghar bearing registration No PLR-2/4816 of 2015 whereby the Predecessors of MLDL, sold the First Land, Second Land and Third Land to MLDL.
9. Irrevocable Power of Attorney dated 17 November 2015 registered with the Sub Register of Assurances at Palghar bearing registration No PLR-2/4817 of 2015 whereby the Predecessors of MLDL appointed MLDL as their Constituted Attorney to perform all powers mentioned therein.
10. Letter dated 28 December 2016 issued by the Mandal Adhikari, Palghar.
11. No objection certificate dated 08 February 2017 issued by the Nandore Gram panchayat.
12. Letter dated 31 March 2017 issued by the Assistant Director, Town Planning.

13. N. A. Order dated 11 May 2017 issued by the Collector, Palghar.
14. N. A. Tax Payment Receipt dated 20 April 2017 issued by Tahsildar Palghar.
15. 7/12 Extracts for the Larger Property dated 5 July 2017.
16. Village Form No. 6 dated 6 July 2017.
17. Village Form No. 8 dated 6 July 2017.
18. Deed of Conveyance dated 25 October 2017 registered with the Sub Register of Assurances at Palghar bearing registration No. PLR/5952 of 2017 entered between the Owner and MLDL, whereby the MLDL has sold the subject Property to the Owner.
19. Irrevocable Special Power of Attorney dated 25 October 2017 registered with the Sub Register of Assurances at Palghar bearing registration No. PLR/5953 of 2017 executed by MLDL in favor of the Owner.
20. Updated revenue records for the subject Property dated 01 December 2017 reflecting the name of the Owner as the holder of the subject Property.
21. Memorandum of Association of the Owner.

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