

Ref.No.DV/PDF/994/22-23

To,
MACROTECH DEVELOPERS LIMITED
9th Floor, Lodha Excelus,
Apollo Mills Compound,
NM Joshi Marg, Mahalakshmi,
Mumbai, 400 011.

Kind Attention: Mr. Chirag Shah

OPINION ON TITLE

Re: All that piece and parcel of land bearing C.T.S. 67, 67/1 to 67/5 and 67/9 to 67/47 (earlier bearing C.T.S. Nos. 67, 67/1 to 67/48) admeasuring in the aggregate 31,763.18 square metres as per documents of title and admeasuring 36,894.40 square metres as per property register cards, situate, lying and being at Village Vikroli, Taluka Ghatkopar, Mumbai Suburban District, Mumbai - 400 079.

*We have prepared this Opinion on Title (“**Opinion**”) in respect of the said Property relying solely on (i) copies of certain papers and documents as furnished to us; (ii) Search Report dated 27th October, 2021 issued by Simply CERSAI in respect of searches conducted in the Office of the Sub-Registrar of Assurances; (iii) Search Report dated 27th October, 2021 issued by Simply CERSAI, in respect of searches conducted on the website of Central Registry of Securitization Asset Reconstruction and Security Interest; (iv) Online Search Report dated 7th October, 2021 issued by Karza Technologies Private Limited as regards the pending charges of Rajesh Housing Private Limited (“**RHPL/Company**”) (v) Report dated 7th October, 2021 in respect of the proceedings filed by/against RHPL and Reports dated 15th October, 2021 in respect of the proceedings filed by/against Nayna Shailesh Desai, Pratik Harish Patel, Priyal Kantilal Patel, Roshan Sharda, Sagar Motilal Shrirao, Sakare Abhay Padmakar; and (vi) Declaration dated 16th June, 2022 executed by RHPL through its Director, Mr. Pratik Patel (“**Declaration**”). On perusal of the aforesaid, we note as follows:*

A. Title Flow

1. On perusal of Agreement for Sale dated 21st July, 2015 bearing registration no. KRL-2/6858/2015 (as enumerated herein), it appears as under:

1.1. Originally one Shri Harichand H. Mehra (“**Harichand**”) was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing CTS Nos.67, 67/1 to 67/48 (both inclusive) admeasuring in the aggregate 44,629 square metres with structures standing thereon popularly known as ‘Harishchandra Textile Mills Compound’, situate, lying and being at Village Vikroli, Taluka Ghatkopar, Mumbai Suburban District, Mumbai - 400079 (“**Larger Property**”);



- 1.2. Harichand had three sons being (i) Rajpal Harichand Mehra (“**Rajpal**”), (ii) Jagdishchand Harichand Mehra (“**Jagdishchand**”) and (iii) Bikrampal Harichand Mehra (“**Bikrampal**”);
- 1.3. Harichand Textile Mills Private Limited (“**HTMPL**”) was incorporated on 6th June, 1949 whereunder Harichand, Rajpal, Jagdishchand and Bikrampal were the directors of HTMPL;
- 1.4. Harichand expired intestate at Mumbai on 17th April, 1952 leaving behind his sons (i) Rajpal, (ii) Jagdishchand, and (iii) Bikrampal and his widow Kesardevi H. Mehra as his only legal heirs and next of kin;
- 1.5. By and under a Deed of Release dated 20th June, 1952 executed amongst Kesardevi H. Mehra, Rajpal Harichand Mehra, Jagdishchand Harichand Mehra; and Bikrampal Harichand Mehra, Kesardevi H. Mehra released, surrendered and relinquished her right, title, claim and interest in the said Larger Property in favour of Rajpal Harichand Mehra, Jagdishchand Harichand Mehra; and Bikrampal Harichand Mehra. We have not been furnished with the aforementioned Deed of Release dated 20th June, 1952. By and under the said Declaration, the Company has declared and confirmed that the copy of the aforesaid Deed of Release dated 20th June, 1952 is not available in their records;
- 1.6. In the aforesaid circumstances, Rajpal, Jagdishchand and Bikrampal became the co-owners of the Larger Property in equal shares and since then have treated their respective 1/3rd undivided share, right, title and interest in the Larger Property as part of their respective HUF property i.e. (i) Rajpal H. Mehra HUF (“**Rajpal HUF**”), (ii) Jagdishchand H. Mehra HUF (“**Jagdishchand HUF**”) and (iii) Bikrampal H. Mehra HUF (“**Bikrampal HUF**”);
- 1.7. By and under an Agreement of Lease dated 18th May, 1952 executed by and between Rajpal HUF, Jagdishchand HUF and Bikrampal HUF, therein collectively referred to as the Lessors and HTMPL, therein referred to as the Lessees, the Lessors therein granted a lease of the Larger Property unto the Lessees for a term of 50 years commencing from 1st July, 1952 and ending in 2002 with the option to renew the lease for a further period of 49 years, at or for the lease rent and on the terms and conditions mentioned therein. We have not been furnished with the aforesaid Agreement of Lease dated 18th May, 1952. By and under the said Declaration, the Company has declared and confirmed that the copy of the aforesaid Agreement of Lease dated 18th May, 1952 is not available in their records;
- 1.8. In or about the year 1966, HTMPL went into voluntary liquidation and by and under a Deed of Release dated 19th June, 1970 executed between HTMPL, therein referred to as the Releasor and Rajpal HUF, Jagdishchand HUF and Bikrampal HUF, therein referred to as the Releasees, the Releasor therein released, surrendered and relinquished its right, title and interest in the Larger Property in



favor of Rajpal HUF, Jagdishchand HUF and Bikrampal HUF and cancelled and terminated the Deed of Lease dated 18th May, 1952. We have not been furnished with the aforementioned Deed of Release dated 19th June, 1970. By and under the said Declaration, the Company has declared and confirmed that the copy of the aforesaid Deed of Release dated 19th June, 1970 is not available in their records; and

- 1.9. Since the year 1976, disputes and difference arose between the Rajpal, Jagdishchand and Bikrampal and reference was made to one Shri. Dharampal Ramkrishna Mehra (“**Sole Arbitrator**”) as the sole Arbitrator for partitioning the Larger Property.
2. On perusal of Decree dated 15th December 1988 passed by the Hon’ble Bombay High Court in Award No.17 of 1982 (*as enumerated herein*), it appears as under:
 - 2.1. The structures standing on the Larger Property were occupied by various tenants/licensees;
 - 2.2. By and under an Arbitral Award dated 7th January 1982 (“**Award**”), the Sole Arbitrator divided and partitioned the Larger Property amongst (i) Rajpal HUF; (ii) Jagdishchand HUF; and (iii) Bikrampal HUF. We have not been furnished with the aforesaid Arbitral Award dated 7th January 1982. By and under the said Declaration, the Company has declared and confirmed that a copy of the aforesaid Arbitral Award dated 7th January 1982 is not available in their records; and
 - 2.3. The Award was duly filed before the Hon’ble Bombay High Court under Award No.17 of 1982. We have not been furnished with any papers or proceedings in respect of the aforesaid Award No.17 of 1982. By and under the said Declaration, the Company has declared and confirmed that a copy of the proceedings in respect of the aforesaid Award No.17 of 1982 is not available in their records.
3. By and under Decree dated 15th December 1988 (“**Decree**”) passed by the Hon’ble Bombay High Court in Award No.17 of 1982 filed by Bikrampal therein referred to as the Claimant and Jagdishchand and Rajpal therein referred to as the Respondents and The Decree has been registered with the Office of the Sub-Registrar of Assurances under Serial No.BBJ-865-1994, the Hon’ble Bombay High Court ordered and decreed the partition of the Larger Property into 3 (three) Lots, whereby a clear title would be passed to Rajpal, Jagdishchand and Bikrampal in respect of their respective shares in the Larger Property. On perusal of the Decree we observe *inter alia* as under:
 - 3.1. A portion of the Larger Property being Lot A admeasuring approximately 2,981.39 square metres (“**Lot A/Bikrampal Land**”) came to the exclusive share of Bikrampal HUF. Bikrampal Land was further divided in three pieces of land being as detailed in paragraphs 3.02, 3.03 and 3.04 of the Award:

Paragraph 3.02:



3.1.1. Demarcated area admeasuring approximately 2,981.39 square metres and bounded as follows:

on or towards the North:	by the wall of Samrat Silk Mills;
on or towards the South:	touching internal road of Harichand Textile Mills Compound, 44 metres wide, length 262 feet (179.8 square metres) facing internal road towards Godrej;
on or towards the East:	facing internal road towards railway line;
on or towards the West:	touching L.B.S. Marg front 124 feet boundary wall is constructed;

Paragraph 3.03

3.1.2. Demarcated area admeasuring approximately 30,81.24 square metres together with a part of Shed No.17 and Shed No.18(9) standing thereon; provided that if the total area allotted under the Award is less than 3081.24 square metres then such deficit of area may be made good from a portion from the 40 feet wide internal road on the North provided that the same does not exceed 20 feet road (subject to the permission of Bombay Municipal Corporation);

Paragraph 3.04

3.1.3. Demarcated area admeasuring approximately 27,600 square feet equivalent to 2564.12 square metres and bounded as follows:

on or towards the North:	by 156 feet – 25 feet - 240 feet touching at 2(two) places of R.P. Mehra towards Samrat Silk Mills;
on or towards the South:	240 feet touching road of 40 feet wide towards Godrej;
on or towards the East:	100 feet touching R.P. Mehra and 50 feet touching 20 feet wide internal towards railway line;
on or towards the West:	150 feet touching 40 feet wide internal road towards L.B.S. Marg;

3.1.4. Provision for installation of oil tank of around 17 feet x 40 feet to the extreme east of the Larger Property near common garden and Godrej boundary. The land around and underneath the common adjoining garden is common property of Rajpal, Jagdishchand and Bikrampal and this plot can be used only for FSI and no construction is permissible nor can it be rented out.

3.2. A portion of the Larger Property being Lot B came to the exclusive share of Jagdishchand HUF ("**Lot B/Jagdishchand Land**"). Jagdishchand Land was further sub-divided into 4 (four) pieces of land as detailed in paragraphs 5.02, 5.03, 5.04 and 5.05 of the Award;



Paragraph 5.02

3.2.1. Demarcated area admeasuring approximately 4,324.78 square metres and bounded as follows:

- on or towards the North: touching internal entry road of 44 feet wide towards Samrat Silk Mills, length 267.6 feet;
- on or towards the South: touching Rajpal Mehra 332.6 feet length towards Godrej;
- on or towards the East: touching 33 feet internal road, towards railway line, length 229.6 feet;
- on or towards the West: touching LBS Marg, 100 feet, where boundary wall is already constructed;

Paragraph 5.03

3.2.2. Demarcated area admeasuring approximately 2,401.95 square metres and Shed Nos.9, 17 and 18 (Old No.11);

Paragraph 5.04

3.2.3. Area admeasuring approximately 21,680 square feet equivalent to 2014.14 square metres and Shed No.16 thereon and bounded as follows:

- on or towards the North: 60 feet touching 40 feet wide internal road towards Samrat Silk Mills and 184 feet touching road facing Samrat Silk Mills, total 244 feet inclusive of basement portion touching road facing Samrat Silk Mills;
- on or towards the South: 156 feet touching Rajpal Mehra where partition wall has already been constructed facing towards Godrej and 88 feet touching the land of Rajpal Mehra for which a common stone wall with pillars is required to be built up at common expenses and 4 feet across land of Rajpal Mehra;
- on or towards the East: 100 feet touching 20 feet wide road towards railway line;
- on or towards the West: provision of 17 feet x 36 feet area for one oil tank is made;

3.2.4. provided that if the area is for any reason found out to be short of the area described in the plan, then such deficiency would be settled out of the adjoining area which consists of a common wall;

Paragraph 5.04

3.2.5. Demarcated area admeasuring approximately 5,000 square feet equivalent to 464.51 square metres of open land in the rear portion of the Larger Property and bounded as follows:

on or towards the North:	103.63 touching Rajpal Mehra towards Samrat Silk Mills;
on or towards the South:	103.63 towards Godrej;
on or towards the East:	48.24 feet facing towards railway line;
on or towards the West:	48.24 towards LBS Marg as per plan;

- 3.3. A portion of the Larger Property being Lot C came to the exclusive share of Rajpal HUF (“**Lot C/Rajpal Land**”). Rajpal HUF was further subdivided into 3 (three) pieces of land as detailed in paragraphs 4.02, 4.03 and 4.04 of the Award:

Paragraph 4.02:

- 3.3.1. Demarcated area admeasuring approximately 3,633.43 square metres and bounded as follows:

on or towards the North:	property touching Jagdishchand Mehra facing towards Samrat Silk Mills length 332.6 feet;
on or towards the South:	facing boundary adjacent with Godrej length 357.6 feet;
on or towards the East:	touching 20 feet wide internal road, facing towards railway line, length 121 feet;
on or towards the West:	towards 11 feet (35.83 square metres) touching L.B.S. Marg (Bombay- Agra Road, Vikroli) wherein the boundary wall is constructed;

Paragraph 4.03:

- 3.3.2. Demarcated area admeasuring approximately 4460 square metres together with Shed Nos.14 and 15;
- 3.3.3. Adjoining open plot to the East of Rajpal’s shed including the building as per the plan touching the common garden and the area of the aforesaid open plot is included in the aforesaid portion admeasuring 4460 square metres;
- 3.3.4. Demarcated area admeasuring approximately 6400 square feet equivalent to 594.57 square metres wherein the Pannalal Hut is situated length 103.64 feet x 61.67 feet;
- 3.3.5. Provision for installation of oil tank of around 17 feet x 40 feet adjoining B P Mehra. The land around and underneath is common property of Rajpal, Jagdishchand and Bikrampal and this plot can be used only for FSI and no construction is permissible nor can it be rented out.

Paragraph 4.04:

3.3.6. Demarcated area admeasuring approximately 22,560 square feet equivalent to 2095.89 square metres known as Harichand Textile Mills building and open land and bounded as follows:

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| on or towards the North: | 156 feet touching Jagdishchand Mehra facing towards Samrat Silk Mills where partition wall has already been constructed, 84 feet open land touching Jagdishchand Mehra for which partition wall has to be constructed at common expenses; |
| on or towards the South: | 156 feet touching Bikrampal Mehra towards Godrej, where partition wall has already been constructed. 84 feet of back to Bikrampal Mehra land touching open land of Bikrampal, where partition wall has to be constructed by common expenses; |
| on or towards the East: | 120 feet touching 20 feet internal road touching the railway line; |
| on or towards the West: | 80 feet touching internal road towards L.B.S. Marg; |

3.4. The following areas are common for Rajpal HUF, Jagdishchand HUF and Bikrampal HUF (“**Common Areas**”) having each 1/3rd interest therein and the common expenses for the maintenance, repairs and upkeep of the Common Areas are to be borne by Rajpal HUF, Jagdishchand HUF and Bikrampal HUF equally:

3.4.1. A common garden admeasuring approximately 2,090.31 square metres (“**Common Garden**”) to the extreme southeast of the Larger Property is provided for the Larger Property;

3.4.2. A common well water for which one motor pump is to be provided;

3.4.3. A common boring pump and its storage tank is provided;

3.4.4. A common powerhouse (20x24) is provided in the shed of Harichand Textile Mills and has been built on the land belonging to Jagdishchand Mehra and next to Singh Steel Corporation and the land underneath the powerhouse is the property of Jagdishchand Mehra;

3.4.5. Another powerhouse (13x34) is provided in the front entrance of the compound, which has to be shifted to the front plot of Bikrampal;

3.4.6. All roads are to be made;

3.4.7. Fencing of the property (to stone walls in the Basement);

3.4.8. A common boundary wall, if built up, dividing Samrat Silk Mills and Harichand Textile Mills, after exchange of equal land as per the plan with Samrat Silk Mills;

3.4.9. Wash closet in the basement.

3.5. The non-agricultural assessment is to be borne by Rajpal HUF, Jagdishchand HUF and Bikrampal HUF as per the area held by each of the HUF; however, the non-agricultural assessment upto 31st March, 1982 shall be borne by Rajpal HUF, Jagdishchand HUF and Bikrampal HUF equally;

3.6. As on date of the Decree, the Floor Space Index (“FSI”) available on the said Larger Property and the bifurcation of the same in respect of each of the Rajpal HUF, Jagdishchand HUF and Bikrampal HUF was as under:

Sr. no.	Person	Square Feet Built-up		Balance (Square Feet)		Total (Square Feet)
1.	Jagdishchand Harichand Mehra	15,900	+	29,667	=	45,567
2.	Rajpal Harichand Mehra	14,400	+	31,168	=	45,568
3.	Bikrampal Harichand Mehra	19,512	+	26,056	=	45,568
		49,812		86,891		1,36,703

3.7. The FSI that may arise in respect of the Larger Property shall be divided between Rajpal HUF, Jagdishchand HUF and Bikrampal HUF equally.

4. On perusal of the Memorandum of Record of Oral Family Arrangement dated 29th May, 2002 (*as enumerated herein*), it appears as under:

4.1. That the said Decree was amended by an Order date 15th December, 1993 passed by the Hon’ble Bombay High Court; We have not been furnished with the aforesaid amendment Order dated 15th December, 1993. By and under the said Declaration the Company has declared and confirmed that the copy of the amendment Order dated 15th December, 1993 is not available in their records;

4.2. that the family of Jagdishchand Mehra and his wife Savita Devi Mehra comprised of 2(two) sons namely Arun Jagdishchand Mehra (“**Arun**”) and Sunil Jagdishchand Mehra (“**Sunil**”) and a daughter Renu Ramesh Khullar. Further, it appears that Savita Devi Mehra expired on 31st December, 1993.

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Jagdishchand Land:

5. By and under the Memorandum of Record of Oral Family Arrangement dated 29th May, 2002 executed amongst Jagdishchand Harichand Mehra (*for self and as Karta and Manager of Jagdishchand Harichand Mehra HUF*), Arun Jagdishchand Mehra (*for self and as Karta and Manager of Arun Jagdishchand Mehra HUF*), Sunil Jagdishchand Mehra (*for self and as natural guardian of his minor daughter Shraddha*) and Renu Ramesh Khullar (*for self and as mother of Divya Khullar and Suvir Khullar*) (“**Family Arrangement**”), the Jagdishchand Land was amicably divided amongst the parties therein in the manner contained therein. We have been furnished with an incomplete copy of the Family Arrangement. By and under the said Declaration, the Company has declared and confirmed that the complete copy of the Family Arrangement is not available in their records.

6. On perusal of the said Family Arrangement, it appears that:
 - 6.1. After the death of Savita Devi Mehra disputes and differences arose in relation to the family properties as regards equitable division of the family properties and the same were amicably resolved in terms of oral arrangement dated 25th April 2002;

 - 6.2. Jagdishchand Land was further sub-divided into 4 (four) portions as under:
 - (i) Front Portion:
Area admeasuring approximately 4,324.78 square metres (“**Front Portion**”);

 - (ii) Rear Portion:
Area admeasuring approximately 21,680 square feet equivalent to 2,014.13 square metres together with the FSI benefit of 45,567 square feet equivalent to 4,233.31 square metres of the said Larger Property in terms of the Decree (“**Rear Portion**”);

 - (iii) Garden Portion:
Area admeasuring approximately 5,000 square feet equivalent to 464.51 square metres (“**Garden Portion**”);

 - (iv) Centre Portion:
Area admeasuring approximately 9260 square feet equivalent to 860.28 or thereabouts and 6952 square feet equivalent to 645.86 or thereabouts all together in the aggregate admeasuring 16,212 square feet equivalent to 1506.14 square metres or thereabouts (“**Centre Portion**”);

 - 6.3. Arun Jagdishchand Mehra HUF (“**Arun HUF**”) was allotted the Front Portion;

 - 6.4. Sunil Jagdishchand Mehra (“**Sunil**”) was allotted the Rear Portion;

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- 6.5. Renu Ramesh Khullar (“**Renu**”) was allotted the Garden Portion;
- 6.6. A portion of the Centre Portion admeasuring approximately 9260 square feet equivalent to 860.28 square metres or thereabouts was allotted to the Arun HUF and the balance area admeasuring approximately 6952 square feet equivalent to 645.86 square metres or thereabouts was allotted to Sunil;
- 6.7. A furnished cabin forming part of the Rear Portion admeasuring approximately 150 square feet equivalent to 13.93 square metres or thereabouts was reserved for the use and occupation of Jagdishchand for his lifetime;
- 6.8. Any FSI/TDR or additional FSI/TDR or otherwise for the entire Centre Portion that has potential to be sold and in the event it is sold the proceeds from such sale shall be shared between Arun HUF and Sunil in the ratio 57:43, respectively;
- 6.9. A suit no. 2278 of 1988 was filed by The Bank of India against Intel Electronics Private Limited (*of which Savitadevi Mehra, Arun Mehra and Sunil Mehra were the shareholders*) before the Hon’ble Bombay High Court for recovery of an amount of Rs.22,99,000/- (Rupees Twenty Two Lakhs Ninety Nine only) however, the liability was settled at Rs.17,18,000/- (Rupees Seventeen Lakhs and Eighteen Thousand only) out of which an aggregate sum of Rs.9,49,000/- (Rupees Nine Lakhs and Forty Nine Thousand only) was paid and the balance amount of Rs.7,69,000/- (Rupees Seven Lakhs and Sixty Nine Thousand only) was outstanding to be paid out of which Rs.1,80,000/- (Rupees One Lakhs and Eighty Thousand only) and the balance amount of Rs.5,89,000/- (Rupees Five Lakhs and Eighty Nine Thousand only) together with interest was to be paid by Jagdishchand. We are unaware if the aforesaid liabilities have been paid. As per the information available on the official webpage of the Hon’ble Bombay High Court, the aforesaid suit no. 2278 of 1988 has been disposed-off, however, no disposal order has been uploaded thereon. By and under the said Declaration, the Company has declared and confirmed that the aforesaid amounts together with interest have been re-paid to The Bank of India; and
- 6.10. A Summary Suit No. 4277 of 1998 was filed by The Punjab National Bank against Apex Plastic and Technological Industries (*of which Jagdishchand and Sunil Mehra were the partners*) before the Hon’ble Bombay High Court for recovery of an amount of Rs.23,17,000/- (Rupees Twenty Three Lakhs and Seventeen Thousand only) and the liability has been settled for Rs.11,00,000/- (Rupees Eleven Lakhs only). We are unaware if the aforesaid liabilities have been paid. As per the information available on the official webpage of the Hon’ble Bombay High Court, the aforesaid Summary Suit No. 4277 of 1998 has been disposed-off, however, no disposal order has been uploaded thereon. By and under the said Declaration, the Company has declared and confirmed that the aforesaid amounts together with interest have been re-paid to The Punjab National Bank.



7. By and under an Indenture of Conveyance dated 30th December, 2011 executed between (i) Renu Ramesh Khullar; (ii) Mr. Ramesh Khullar; (iii) Ms. Divya Ramesh Khullar and (iv) Mr. Suvir Ramesh Khullar, therein collectively referred to as the Vendors and Rajesh Construction Company Private Limited (“**RCCPL**”), therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No.BDR/13/2641 of 2012 (“**Renu Conveyance**”), the Vendors therein granted, sold, conveyed and transferred on as is where is basis, the Garden Portion unto the Purchasers therein at or for the consideration and in the manner contained therein.
8. On perusal of the Renu Conveyance, it appears that Jagdishchand’s share in the Common Areas was sold by Arun HUF to RCCPL under a separate Indenture of Conveyance and the same has been confirmed by Vendors therein in the Renu Conveyance. We have not been furnished with the aforesaid Indenture of Conveyance in respect of transfer of Jagdishchand’s share in the Common Areas. By and under the said Declaration, the Company has declared and confirmed that the copy of the aforesaid Indenture of Conveyance is not available in their records.
9. By and under an Indenture of Conveyance dated 30th December, 2011 executed by and between Arun (as Karta and Manager of his Hindu Undivided Family, comprising of, (i) Arun HUF; (ii) Mrs. Uma Mehra; (iii) Mr. Jay Mehra and (iv) Mrs. Nami Kandgedhara nee Ms. Nami Mehra, therein referred to as the Vendors and RCCPL, therein referred to as the Purchaser and registered with the office of Sub-Registrar of Assurances at Mumbai bearing No. BDR/13/2646 of 2012 (“**Arun Conveyance**”), the Vendors therein granted, sold, conveyed and transferred on as is where is basis, (i) the Front Portion; (b) A portion of the Centre Portion admeasuring approximately 9,260 square feet equivalent to 860.28 square metres or thereabouts and 5496 balance FSI out together with 1/6th share of open and common areas in the Larger Property and (c) 1/3rd undivided share in the Common Areas unto the Purchasers therein, at or for the consideration and in the manner contained therein. On perusal of the aforesaid Indenture of Conveyance, we note that the same does not record the unit of measurement of the 5496 balance FSI however we presume that the same is in square feet.
10. On perusal of the aforesaid Indenture of Conveyance dated 30th December, 2011 bearing registration no. BDR/13/2646 of 2012, it appears that the (i) Front Portion; and (b) a portion of the Centre Portion admeasuring approximately 9,260 square feet equivalent to 860.28 square metres or thereabouts was occupied by the certain tenants/occupants and the rents arising therefrom are being collected by Arun HUF.
11. By and under an Indenture of Conveyance dated 17th September, 2015 executed by between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchasers and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL/2/8770 of 2015 (“**First RHPL Conveyance**”), the Vendor therein granted, sold, conveyed and transferred (i) the Front Portion; (b) a portion of the Centre Portion admeasuring approximately 9,260 square feet equivalent to 860.28 square metres or thereabouts together with 1/6th share of open and common areas in the Larger Property



and (c) 1/3rd undivided share in the Common Areas unto the RHPL, at or for the consideration and in the manner contained therein.

12. On perusal of First RHPL Conveyance, it appears as under:

12.1. The (i) Front Portion; (b) A portion of the Centre Portion admeasuring approximately 9,260 square feet equivalent to 860.28 square metres or thereabouts is occupied by certain tenants/occupants;

12.2. The conveyance contemplated in the First RHPL Conveyance is subject to the rights of the aforesaid tenants/occupants;

12.3. Out of the total consideration of Rs.62,00,00,000/- (Rupees Sixty Two Crores only), RHPL has paid a sum of Rs.1,00,00,000/- (Rupees One Crore only) and the balance sum of Rs.61,00,00,000/- (Rupees Sixty One Crores only) was payable by RHPL within 90 (ninety) days from the date of the First RHPL Conveyance; We have not been furnished with receipts evidencing payment of the aforesaid balance consideration of Rs.61,00,00,000/- (Rupees Sixty One Crores only), however, we have been furnished with a copy of the ledger Account of RCCPL for the period 1st April, 2005 to 29th April, 2022 maintained by RHPL and on perusal thereof it appears that the aforesaid amount of Rs.62,00,00,000/- (Rupees Sixty Two Crores only) has been debited from RHPL's account to RCCPL on 21st September, 2015. By and under the said Declaration, the Company has declared and confirmed that the total consideration payable under the First RHPL Conveyance has been paid.

13. By and under the Indenture of Conveyance dated 17th September, 2015 executed by and between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchaser and registered with the Office of Sub-Registrar of Assurances under Serial No.KRL/2/8771 of 2015 ("**Second RHPL Conveyance**"), the Vendor therein granted, sold, conveyed and transferred the Garden Portion unto RHPL at or for the consideration and in the manner contained therein.

14. On perusal of the Second RHPL Conveyance, it appears that out of the total consideration of Rs.2,25,00,000/- (Rupees Two Crores Twenty-Five Lakhs only), RHPL has paid a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) and the balance sum of Rs.2,00,00,000/- (Rupees Two Crores only) was payable by RHPL within 90 (ninety) days from the date of the Second RHPL Conveyance; We have not been furnished with receipts evidencing payment of the aforesaid balance sum of Rs.2,00,00,000/- (Rupees Two Crores only), however, we have been furnished with a copy of the ledger Account of RCCPL for the period 1st April, 2005 to 29th April, 2022 maintained by RHPL and on perusal thereof it appears that an aggregate amount of Rs.27,25,000/- (Rupees Twenty Seven Lakhs Twenty Five Thousand only) has been debited from RHPL's account to RCCPL on 17th September, 2015 and the balance sum of Rs.1,97,75,000/- (Rupees One Crore Ninety Seven Lakhs Seventy Five Thousand only) has been debited from RHPL's account to RCCPL on 21st September, 2015 all together aggregating to Rs.2,25,00,000/-



(Rupees Two Crores Twenty-Five Lakhs only). By and under the said Declaration, the Company has declared and confirmed that the entire consideration payable under the Second RHPL Conveyance has been duly paid.

15. By and under Deed of Conveyance dated 6th November 2015, executed between Sunil Mehra and Shraddha Nirav Virani nee Shraddha Sunil Mehra (“**Shraddha**”), therein collectively referred to as the Vendors and Rajesh Unispaces Private Limited (formerly known as Kirti Packers (India) Private Limited) (“**RUPL**”) therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL/5/7370 of 2015 (“**Sunil Conveyance**”), the Vendors therein granted, sold, conveyed and transferred (i) 21680 square feet equivalent to 2014.87 square metres together with the benefit of FSI of 23887 square feet equivalent to 2219.98 square metres out of 45,567 square feet in the Rear Portion, (ii) an area admeasuring approximately 1066.87 square metres being a portion of the Centre Portion, subject to the rights of the existing tenants therein and together with the Vendors 1/6th share in the Common Areas, at or for the consideration and in the manner contained therein.
16. On perusal of the Sunil Conveyance, it appears as under:
 - 16.1. The property conveyed under the Sunil Conveyance was occupied by certain the tenants/ occupants; and
 - 16.2. It was agreed between the parties therein that RUPL shall hand-over 1(one) residential flat admeasuring close to 1,000 square feet in the building to be constructed on the property conveyed and it was clarified that in the event the flat constructed by RUPL is 1,100 square feet then it shall hand-over such flat to the Vendors therein, as further consideration.
17. We note that as per the Family Arrangement, Sunil was entitled to an area admeasuring approximately 21,680 square feet equivalent to 2,014.13 square metres together with the FSI benefit of 45,567 square feet equivalent to 4,233.31 square metres of the said Larger Property, however, under the Sunil Conveyance, Sunil has transferred benefit of FSI of 23,887 square feet equivalent to 2219.98 square metres out of 45,567 square feet in the Rear Portion. We further note that as per the Family Arrangement Sunil was entitled to an area admeasuring approximately 6952 square feet equivalent to 645.86 square metres or thereabouts, however, under the Sunil Conveyance, the Vendors therein have transferred conveyed 1066.87 square metres to RUPL.
18. By and under Deed of Conveyance dated 16th December, 2015 executed by and between RUPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL/1/11256 of 2015 (“**Third RHPL Conveyance**”), the Vendor therein granted, sold, conveyed and transferred unto the Purchaser therein, an area admeasuring (i) 21680 square feet equivalent to 2014.87 square metres together with the benefit of FSI of 23887 square feet equivalent to 2219.98 square metres out of 45,567 square feet in the Rear Portion, (ii) an area admeasuring approximately 1066.87 square metres being a portion of



the Centre Portion, subject to the rights of the existing tenants therein and together with the Vendors 1/6th share in the Common Areas, subject to the rights of the existing tenants, at or for the consideration and the in the manner contained therein.

19. On perusal of Third RHPL Conveyance, it appears as under:

19.1. Out of the total consideration of Rs.33,51,00,000/- (Rupees Thirty Three Crores Fifty One Lakhs only) a sum of Rs.1,00,00,000/- (Rupees One Crore only) was paid by RHPL to RUPL on the execution of the Third RHPL Conveyance and the balance sum of Rs.32,51,00,000/- (Rupees Thirty Two Crores Fifty One Lakhs only) was payable by RHPL to RUPL within 6(six) months from the date of execution and registration of the Third RHPL Conveyance. We have not been furnished with receipts evidencing payment of the aforesaid balance consideration of Rs.32,51,00,000/- (Rupees Thirty Two Crores Fifty One Lakhs only), however, we have been furnished with a copy of the ledger Account of RUPL for the period 1st April, 2005 to 29th April, 2022 maintained by RHPL and on perusal thereof it appears that a sum of Rs.1,66,44,575/- (Rupees One Crore Sixty Six Lakhs Forty Four Thousand Five Hundred and Seventy Five only) has been debited from RHPL's account to RUPL on 29th October, 2015, Rs.1,08,55,425/- (Rupees One Crore Eight Lakhs Fifty Five Thousand Four Hundred and Twenty Five only) has been debited from RHPL's account to RUPL on 3rd November, 2015, Rs.50,00,000/- (Rupees Fifty Lakhs only) has been debited from RHPL's account to RUPL on 5th November, 2015, Rs.5,00,00,000/- (Rupees Five Crore only) has been debited from RHPL's account to RUPL on 3rd December, 2015, Rs.25,26,00,000/- (Rupees Twenty Five Crores Twenty Six Lakhs only) has been debited from RHPL's account to RUPL on 17th February, 2016 all together aggregating to a sum of Rs.33,51,00,000/- (Rupees Thirty Three Crores Fifty One Lakhs only) has been debited from RHPL's account to RUPL. By and under the said Declaration, the Company has declared and confirmed that the entire consideration payable under the Third RHPL Conveyance has been duly paid;

19.2. RHPL has acquired the property as more particularly stated in the Third RHPL Conveyance subject to the rights of the tenants thereon; and

19.3. The obligation of RUPL to handover to Sunil Mehra, 1(one) residential flat admeasuring close to 1,000 square feet in the building to be constructed on the property conveyed shall be the responsibility and obligation of RHPL.

Rajpal Land:

20. On perusal of Agreement for Sale dated 21st July, 2015 bearing registration no. KRL-2/6858/2015 (*as enumerated herein*), it appears as under:

20.1. Rajpal expired on 9th December, 1996 leaving behind his wife Swarnakanta Rajpal Mehra and one son Subhash Rajpal Mehra ("**Subhash**") as his only legal heirs;



- 20.2. In the aforesaid circumstances, Subhash became the Karta and Manager of the Rajpal HUF; the Rajpal HUF comprised of Subhash as the Karta and Manager thereof, his wife Madhu Subhash Mehra, his son Dinesh Subhash Mehra and his daughter Gayatri Subhash Mehra;
 - 20.3. Swarnakanta Rajpal Mehra expired on 24th October, 2013 leaving behind her son Subhash and Gayatri Subhash Mehra as her only legal heirs;
 - 20.4. The Rajpal Land was occupied by certain tenants/occupants and the rents arising therefrom are being collected by Rajpal HUF; and
 - 20.5. Certain structures on the Rajpal Land are occupied by occupants with whom Rajpal HUF has entered into Conducting Agreements whereunder compensation was payable by such occupants. We have not been furnished with papers and documents in respect of the aforesaid occupants and are unaware of the status of their conducting agreements and whether the same were extended.
21. By and under an Agreement For Sale dated 21st July, 2015 executed by and between Rajpal Mehra HUF through its Karta and Manager Subhash, therein referred to as the Vendor; (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein referred to as the Confirming Parties and Rajesh Housing Private Limited (“**RHPL/Company**”), therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL/2/6858 of 2015 (“**Rajpal AFS**”), the Vendor therein agreed to sell to the Purchasers therein on as is where is basis an area admeasuring in the aggregate approximately 12,987.01 square meters together with the sheds and tenanted structures standing therein 18 tenants inclusive of entitlement of FSI of 31,168 square feet from the common portion together with all the entitlement of Rajpal HUF as regards the Common Areas, for a consideration and on the terms and conditions more particularly mentioned therein. We are unable to ascertain the manner in which Rajpal Mehra HUF has agreed to sell an area admeasuring 12,987.01 square meters since as per the Decree, it was entitled to 10,783.89 square metres.
22. On perusal of the Rajpal AFS, we note as under:
- 22.1. The sale contemplated therein was to be completed on or before 31st March, 2016;
 - 22.2. The sale contemplated therein was subject to the then existing tenancies, however, it was the obligation of the Vendor therein to get vacated the structures occupied by the tenants at its own costs and shall be liable to hand-over vacant possession of the premises which were in possession of the Vendor;
 - 22.3. Simultaneously with the execution of the Rajpal AFS the Vendor had executed a Power of Attorney in favour of RHPL, enabling RHPL to do various acts, deeds and things in respect of development of the Rajpal Land and another Power of Attorney to execute and register the conveyance. We have not been furnished



with the aforesaid Powers of Attorney. By and under the said Declaration, the Company has declared and confirmed that a copy of the aforesaid Powers of Attorney is not available in their records;

- 22.4. Two Eviction Suits bearing Suit Nos. RAE No. 1240 of 2007 and RAE No. 1239 of 2007 were filed in the Small Causes Court against two sub-tenants (i) Sunita Silk Mills and (ii) Kamlon Industries, respectively, for eviction. We have not been furnished with the proceedings in respect of the aforesaid suits being RAE No. 1240 of 2007 and RAE No. 1239 of 2007. The information in respect of the aforesaid Suit Nos. RAE No. 1240 of 2007 and RAE No. 1239 of 2007 is not reflected on the official webpage of the District Courts. By and under the said Declaration, the Company has declared and confirmed that the copies of the proceedings in respect of the aforesaid suits being RAE No. 1240 of 2007 and RAE No. 1239 of 2007 is not available in their records and that the aforesaid suits have been disposed off and no adverse orders have been passed therein; and
- 22.5. One Kishanlal Pannalal Mehra is occupying a hut and surrounding area admeasuring 6,400 square feet as recorded in the Award and the Vendor shall not be liable for vacating the occupant of the said Pannalal hut.
23. By and under an Indenture of Conveyance dated 21st March, 2016 executed by and between Rajpal HUF (through its Karta and Manager Subhash Rajpal Mehra), therein referred to as the Vendor and (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein collectively referred to as the Confirming Parties and RHPL, therein referred to as the Purchaser and registered with the Sub-Registrar of Assurances at Mumbai bearing No.KRL/2/7840 of 2016 (“**Rajpal Conveyance**”), the Vendor therein granted, sold, conveyed and transferred all its right, title and interest on as is where is basis in the area admeasuring in the aggregate approximately 12,987.01 square meters together with the sheds and tenanted structures standing thereon 18 tenants together with entitlement of FSI of 31,168 square feet from the common portion together with all the entitlement of Rajpal HUF as regards the Common Areas, subject to the rights of the then existing tenants, for a consideration in the manner contained therein. We are unable to ascertain the manner in which Rajpal Mehra HUF has sold an area admeasuring 12,987.01 square meters since as per the Decree it was entitled to 10,783.89 square metres. We have been furnished with an incomplete copy of the Rajpal Conveyance and hence are unable to verify the complete contents thereof.
24. On perusal of the Rajpal Conveyance, it appears that Rajpal HUF has vacated the occupants as mentioned in Annexure 5 of the Rajpal Conveyance.

Bikrampal Land:

25. On perusal of the Indenture of Conveyance dated 10th December, 2015 bearing registration no. KRL/1/11125 of 2015 (as enumerated hereinbelow), it appears as under:

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- 25.1. The lease created under the Agreement of Lease dated 18th May, 1952 in favour of HTML (as enumerated hereinabove) was not renewed;
- 25.2. By and under a Deed of Conveyance dated 30th June, 2011 bearing registration no. BBJ-865 of 2011, Bikrampal HUF has sold and transferred all its right, title and interest in a portion of land bearing New C.T.S No 67A (*old C.T.S. No. 67(part), 67/6, 67/7, 67/8 and 67/48*) admeasuring approximately 2,981.4 square meters or thereabouts out of the Bikrampal Land together with structures standing thereon, to one Krisha Enterprises Private Limited (“**KEPL**”). We have not been furnished with a copy of the aforesaid Deed of Conveyance. By and under the said Declaration, the Company has confirmed that the area sold under the aforesaid Deed of Conveyance does not form part of the said Property. On perusal of the SRO Report (as defined hereinbelow), we note that the registration no. of the aforesaid Deed of Conveyance executed by Bikrampal HUF in favour of KEPL is BDR-3/7185 of 2011. By and under the said Declaration, the Company has declared and confirmed that the Indenture of Conveyance dated 10th December, 2015 bearing registration no. KRL/1/11125 of 2015 erroneously records the registration no. of the Deed of Conveyance dated 30th June, 2011 under which Bikrampal HUF has sold a portion of its share in favour of KEPL as BBJ-865 of 2011 instead of BDR-3/7185 of 2011.
26. By and under Indenture of Conveyance dated 10th December, 2015 executed by and between Bikrampal HUF represented by its Karta and Manager Bikrampal Mehra, therein referred to as the Vendor, (i) Bikrampal Harichand Mehra; (ii) Swarajrani Bikrampal Mehra; (iii) Subodh Bikrampal Mehra; (iv) Kanchan Khanna and (v) Neeta Manchanda, therein collectively referred to as the Confirming Parties, Messrs. Subodh Textiles (through its partners Bikrampal, Subodh Mehra, Swarajrani Mehra and Neeta Manchanda), therein referred to as the Surrendering Tenants and Subodh Bikrampal Mehra (for self and as Karta of Subhodh Bikrampal Mehra HUF comprising of Kanchan Anil Khanna and Komal Mehra), therein referred to as the Surrendering Sub-Tenants and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL/1/11125 of 2015 (“**Bikrampal Conveyance**”), the Vendors do thereby granted, sold, conveyed and transferred unto RHPL on as is where is basis, a portion of the Bikrampal Land being (i) land admeasuring 3081.24 square meters or thereabouts with Shed Nos. 17 (part) and 18(9) standing thereon and the existing tenants/sub-tenants; (ii) land admeasuring 2,564.10 square meters or thereabouts with structures standing bearing Shed No. 16(20) standing therein, (iii) area admeasuring 63.17 square meters or thereabouts with an oil tank installed thereon; (iv) land bearing CTS No.67/47 admeasuring 25.40 square meters together with 1/3rd undivided share right title and interest in the Common Area subject to the rights of the existing tenants of Bikrampal HUF, at or for the consideration and the in the manner contained therein. We are unaware of the manner in which Bikrampal HUF became entitled to land bearing CTS No.67/47 admeasuring 25.40 square meters since the same has not been recorded in the Decree.



27. On perusal of the aforesaid Indenture of Conveyance dated 10th December, 2015, we note that:
- 27.1. Bikrampal HUF had created several tendencies in respect of the structures existing on the Bikrampal Land in favour of several third parties including Messrs. Subodh Textiles (“**Tenant of Bikrampal HUF**”);
 - 27.2. Messrs. Subodh Textiles has further, pursuant to various agreements, created several sub-tenancies/ licenses in respect of its structures on the Bikrampal Land in favour of several third parties including Subodh HUF (“**Sub-Tenant of Bikrampal HUF**”);
 - 27.3. Subodh HUF has pursuant to various agreement created several sub-let tenancies/licenses in respect of their respective structures existing on the Bikrampal Land in favour of several third parties (“**Sub-Let Tenant of Bikrampal HUF**”);
 - 27.4. The respective tenancies, sub-tenancies/licenses and sub-let tenancies/licenses of Bikrampal HUF, shall stand attorned in favour of RHPL;
 - 27.5. Bikrampal HUF has on or before the execution of the Bikrampal Conveyance transferred to RHPL an aggregate amount of Rs.67,06,194/- (Rupees Sixty Seven Lakhs Six Thousand One Hundred and Ninety Four) being the interest free refundable security deposit collected by Bikrampal HUF from its tenants. The aforesaid Indenture of Conveyance records inter-alia that, subsequent to the Bikrampal Conveyance it shall be the responsibility of RHPL to refund the interest free refundable security deposit to the respective tenants, as and when due;
 - 27.6. By and under the Bikrampal Conveyance, Messrs. Subodh Textiles being the Sub-Tenant of Bikrampal HUF transferred and surrendered its tenancy right, title and interest in its premises but subject to the rights of the Sub-Tenants of Bikrampal HUF unto RHPL at and for an aggregate consideration of Rs.8,00,00,000/- (Rupees Eight Crores only). We are unaware whether the aforesaid amount has been paid. The aforesaid Indenture of Conveyance records inter-alia that the sub-tenancies/ licenses of Messrs. Subodh Textiles shall stand attorned to RHPL;
 - 27.7. Messrs. Subodh Textiles has on the date of the Bikrampal Conveyance transferred an aggregate sum of Rs.78,44,000/- (Rupees Seventy Eight Lakhs Forty Four Thousand only) being the interest free refundable security deposit collected by it from its sub-tenants/licenses; The aforesaid Indenture of Conveyance records inter-alia that it shall be the responsibility of RHPL to refund the such interest free refundable security deposit to the respective tenants, as and when due;

- 27.8. By and under the Bikrampal Conveyance, Subodh HUF being the Sub-Tenant of Bikrampal HUF transferred and surrendered his respective tenancy right, title and interest in his respective premises but subject to the rights of the Sub-Tenants of Bikrampal HUF unto RHPL at and for an aggregate consideration of Rs.8,00,00,000/- (Rupees Eight Crores only). We are unaware whether the aforesaid amount has been paid. The aforesaid Indenture of Conveyance records inter-alia that the sub-let tenancies/ licenses of Subodh HUF shall stand attorned to RHPL;
- 27.9. Subodh HUF has on the date of the Bikrampal Conveyance transferred an aggregate sum of Rs.8,39,000/- (Rupees Eight Lakhs Thirty Nine Thousand only) being the interest free refundable security deposit collected by Subodh HUF from their sub-let tenants/licenses; Further, subsequent to the Bikrampal Conveyance it shall be the responsibility of RHPL to refund such interest free refundable security deposit to the respective tenants, as and when due;
- 27.10. Messrs. Subodh Textiles had filed the following litigations being (i) Civil Writ Petition bearing No. 2826 of 2014 against Suhas Janardhan Chavan & Anr (one of the Sub-Let-Tenants of Bikrampal HUF) filed in the Hon'ble Bombay another Court, and (ii) Appeal No.41 of 2013 In L.E. Suit bearing No.71/84 of 2008 filed by Suhas Janardhan Chavan & another (one of the Sub-Let-Tenants of Bikrampal HUF) against Bikrampal HUF filed in the Hon'ble Small Causes Court and (iii) Appeal No. 34 of 2013 in L.E. Suit bearing No.21/30 of 2010 against Ashok Dishing Works & Others (one of the Sub-Let-Tenants of Bikrampal HUF) filed in the Hon'ble Small Causes Court. The aforesaid Indenture of Conveyance records inter-alia that subsequent to the Bikrampal Conveyance, it shall be the responsibility and liability of RHPL to continue the aforesaid proceedings in the respective courts in place and instead of Messrs. Subodh Textiles We have not been furnished with the proceedings with respect to the aforesaid litigations and unaware of the present status thereof. As per the information available on the official webpage of the Hon'ble Bombay High Court, the aforesaid Civil Writ Petition bearing No. 2826 of 2014 has been disposed-off, however, no disposal order has been uploaded thereon. The information in respect of the aforesaid Appeal No.41 of 2013 and Appeal No. 34 of 2013 is not reflected on the official webpage of the District Courts. By and under the said Declaration, the Company has declared and confirmed that no adverse orders have been passed in all the aforesaid proceedings affecting the transfer and/or development by RHPL.
28. For the purposes of this Opinion on Title, the land admeasuring in the aggregate 31,763.18 square metres as more particularly described in the **First Schedule** hereunder written, conveyed to RHPL under the aforesaid Indentures of Conveyance, is hereinafter referred to as the "**said Property**".





B. **Revenue Records:**

29. We have been furnished with a copy of the Property Register Cards issued on 4th May, 2022 in respect of C.T.S. 67, 67/1 to 67/5 and 67/9 to 67/47 forming part of the said Property as detailed in the **Second Schedule** hereunder written and on perusal thereof we note as under:

29.1. The total area thereof is 36,894.40 square metres;

29.2. The tenure thereof is recorded as non-agricultural;

29.3. The names of (i) Rajpal Harichand Mehra; (ii) Jagdishchand Harichand Mehra; and (i) Bikrampal Harichand Mehra are recorded as holders thereof and the name of Harichand Textile Mills Limited is recorded as tenants in respect thereof;

29.4. It appears that an Attachment Warrant dated 17th September 1981 bearing reference no.NAS/11/431/1975.76 was issued by the Deputy Commissioner, MCGM in respect an encumbrance of Rs.1,43,787.57/- (Rupees One Lakh Forty Three Thousand Seven Hundred and Eighty Seven and Fifty Seven Paise only). We have neither been furnished with a copy of the aforesaid Attachment Warrant nor are aware whether the aforesaid amount has been paid or whether the attachment warrant has been cancelled;

29.5. By a Letter dated 29th May 1999 bearing reference no.NAS/11/32/98-99 issued by the Assistant Assessor and Collector, Ghatkopar, a charge for a sum of Rs.1,06,724.60/- (Rupees One Lakh Six Thousand Seven Hundred and Twenty Four and Six Paise only) was recorded in the name of MCGM. We are aware whether the aforesaid amount has been paid since we have not been furnished with receipts evidencing payment thereof;

29.6. By and under Letter dated 20th March 2001 bearing reference no.NAS/11/26 issued by the Assistant Assessor and Collector, Ghatkopar and Order dated 17th July, 2021 bearing reference no. Ghatkopar/Vikroli/CTS No. 67 passed by the Town Planning Authority, a charge of Rs.44,543/- (Rupees Forty Four Thousand Five Hundred and Forty Three only) was recorded in respect of CTS No.67 in the name of MCGM. We are aware whether the aforesaid amount has been paid since we have not been furnished with receipts evidencing payment thereof; and

29.7. By an Order dated 11th May 2005 bearing reference no.C/Karya-2D/L.N.D./Po.V./S.R.572 passed by the Collector, Mumbai Suburban District and order dated 24th August, 2010 bearing reference no. Vikroli/Mr. R N./424/10, it appears that the aggregate area of land admeasuring 243.80 square metres bearing CTS no. 67/6, 67/7 and 67/8 and 48 was included in the area of land bearing CTS nos. 67 admeasuring 31203.90 square metres and accordingly the aggregate area of CTS no. 67 increased to 31447.70 square metres and a new PRC was opened for CTS no. 67A for an area admeasuring 2981.40 square metres from CTS no. 67



and the balance area admeasuring 28,466.30 square metres of CTS no. 67 was confirmed. We have not been furnished with the aforesaid orders.

30. We note that the PRC has not been updated to reflect the name of the present holder being RHPL.
31. This Opinion on Title is subject to the aforesaid attachment order, the encumbrances and updation of the PRC in respect of the said Property to reflect the name of RHPL as the holder thereof.

C. Mortgages:

32. By and under a Debenture Trust Deed cum Indenture of Mortgage cum Deed of Hypothecation dated 3rd August, 2015 executed by and between RHPL, therein referred to as the Company/ Issuer/ Mortgagor and IL&FS Trust Company Limited, therein referred to as the Debenture Trustee and registered with the office of Sub-Registrar of Assurances under Serial No. KRL/4/7458 of 2015 (“**Debenture Trust Deed**”), the Company has created *first pari-passu* charge in favour of Debenture Trustee therein on land admeasuring 12,987.01 square metres being part of the said Property along with their share in the Common Areas for securing the amounts on the terms and conditions contained therein.
33. By and under a Deed of Modification dated 29th September 2015 to Debenture Trust Deed executed by and between RHPL, therein referred to as the Mortgagor and IL&FS Trust Company Limited, therein referred to as the Debenture Trustee and registered with the office of Sub-Registrar of Assurance under Serial No. KRL/4/9195 of 2015, the Mortgagor therein created *first pari-passu* charge in favour of Debenture Trustee therein on a portion of the said Property being area admeasuring 4324.78 square metres (front portion), area admeasuring 9260 square feet and balance FSI of 2401.95 square meters (centre portion) and area admeasuring 5000 square feet (garden portion) for securing the amounts on the terms and conditions contained therein.
34. By and under a Deed of Modification dated 30th December 2015 to Debenture Trust Deed executed by and between RHPL, therein referred to as the Mortgagor and IL&FS Trust Company Limited, therein referred to as the Debenture Trustee and registered with the Office of Sub-Registrar of Assurance under Serial No. KRL/4/11949 of 2015, whereby the Mortgagor therein created a *first pari-passu* charge in favour of Debenture Trustee therein in respect of inter-alia the following lands, for securing the amounts on the terms and conditions contained therein:
 - 34.1. Land admeasuring 3081.24 square meters or thereabouts being part of Larger Property together with the structures bearing Shed Nos. 17(part) and 18(9) standing thereon and existing tenants and sub-tenants along with the share in the common area;



- 34.2. Land admeasuring 2564.10 square meters or thereabouts being part of Larger Property, with structures being Shed No. 16(20) and existing tenants and sub-tenants along with the share in the Common Area;
- 34.3. Land admeasuring 63.17 square meters or thereabouts being part of Larger Property with an Oil Tank installed thereon situated on the extreme east of the Larger Property along with the share in the Common Area;
- 34.4. Land admeasuring 25.40 square meters being a part of the Larger Property together with structure/shed admeasuring about 340 sq. ft. (Carpet/Built up area) occupied by the existing tenant/sub-tenant, along with the share in the Common Area;
- 34.5. Land admeasuring 2014.87 square meters together with the benefit of balance FSI of 2219.98 square meters (rear portion) and an area admeasuring 1066.87 square meters in centre portion making the aggregate of 5301.72 square meters being part of Larger Property along with the share of Common Area;
- 34.6. Common Areas.
35. By and under a Deed of Modification dated 2nd September 2016 to Debenture Trust Deed executed by and between RHPL, therein referred to as the Mortgagor and Vistra ITCL (India) Limited (*earlier known as IL&FS Trust Company Limited*), therein referred to as the Debenture Trustee and registered with office of Sub-Registrar of Assurance under Serial No. KRL/4/8380 of 2016, whereby the Mortgagor has created further *first pari-passu* charge on lands therein in respect of inter-alia land admeasuring 12,987.01 square metres forming part of the said Property along with their share in the Common Areas under the Indenture of Conveyance dated 21st March, 2016 bearing registration no. KRL-2-7840 of 2016, for securing the amounts on the terms and conditions contained therein.
36. The following Deeds of Modification to Debenture Trust Deed have been executed between RHPL, therein referred to as the Mortgagor and Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company Limited), therein referred to as the Debenture Trustee, for the purpose of extending the schedule maturity date (*as defined under the Debenture Trust Deed*):

Sr. No.	Date	Registration details	Modification
1.	1 st February, 2019	KRL/1/1504 of 2019	Extension of Schedule Maturity Date (as defined in the Debenture Trust Deed) of the Non-Convertible Debentures (“NCD”) as specified in the Debenture Subscription Agreement dated 30 th July, 2015 (“DSA”) from 2 nd February 2019 to 17 th June 2019, subject to the terms stated in the Deed of Modification dated 1 st February, 2019.

2.	17 th June, 2019	KRL/1/7944 of 2019	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 19 th June, 2019 to 16 th September, 2019, subject to the terms stated in the Deed of Modification dated 17 th June, 2019.
3.	16 th September, 2019	KRL/1/11926 of 2019	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 16 th September, 2019 to 16 th December, 2019, subject to the terms stated in the Deed of Modification dated 16 th September, 2019.
4.	16 th December 2019	KRL/1/15821 of 2019	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 16 th December, 2019 to 16 th March, 2020, subject to the terms stated in the Deed of Modification dated 16 th December, 2019.
5.	16 th March 2020	KRL1-3502-2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 15 th March, 2020 to 15 th June, 2020, subject to the terms stated in the Deed of Modification dated 16 th March, 2020.
6.	15 th June 2020	KRL1-4294-2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 15 th June, 2020 to 15 th September, 2020, subject to the terms stated in the Deed of Modification dated 15 th June, 2020.
7.	15 th September 2020	KRL/1/7166 of 2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 15 th September, 2020 to 30 th October, 2020, subject to the terms stated in the Deed of Modification dated 15 th September, 2020.
8.	20 th November 2020	KRL/4/11903 of 2020	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 30 th October, 2020 to 28 th January, 2021, subject to the terms stated in the Deed of Modification dated 20 th November, 2020.
9.	16 th February 2021	KRL/2/3563 of 2021	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 28 th January, 2021 to 28 th April, 2021, subject to the terms stated in the Deed of Modification dated 16 th February, 2021.
10.	13 th May, 2021	KRL/2/9021 of 2021	Extension of Schedule Maturity Date of the NCD as specified in the DSA from 28 th April, 2021 to 27 th July, 2021, subject to the terms stated in the Deed of Modification dated 13 th May, 2021.

37. We have not been furnished with a copy of the Debenture Subscription Agreement dated 30th July, 2015.



D. **Searches conducted in the Office of the Sub-Registrar of Assurances:**

38. We have caused searches to be conducted at the office of the concerned Sub-Registrar of Assurances in respect of the Larger Property for the period 1970 to 2021 and in pursuance thereof, we have been furnished with a Search Report dated 27th October, 2021 issued by Simply CERSAI (“**SRO Report**”). On perusal of the SRO Report, we note that in addition to the documents mentioned hereinabove, the following documents are reflected therein:

38.1. Leave and License dated 9th April, 2002 bearing registration no. KRL-2/2162 of 2002 executed by Mr. Subodh Bikrampal Mehra Karta & Manager and Mr. Subodh Mehra (HUF) and Coating India Private Limited, in respect of Shed No. 20, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 9th April, 2002 and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 9th April, 2002 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

38.2. Lease Deed dated 9th April, 2002 bearing registration no. KRL-2/4035 of 2002 executed by Mr. Bikrampal Mehra Karta & Manager and Mr. Bikrampal Mehra (HUF) and Mr. Amarchand Karamshi Gosar in respect of Shed No. 11, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban; We have not been furnished with a copy of the aforesaid Leave and License dated 9th April, 2002 and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 9th April, 2002 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

38.3. Lease Deed dated 9th April, 2002 bearing registration no. KRL/2/4036 of 2002 executed by Mr. Bikrampal Mehra Karta & Manager and Mr. Bikrampal Mehra (HUF) and Mr. Harakhchand Aasubhai Nagda and Mr. Kantilal Gosar Gala in respect of property bearing Shed No. 11, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban; We have not been furnished with a copy of the aforesaid Leave and License dated 9th April, 2002 and hence are unable to ascertain the contents thereof; By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 9th April, 2002 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

38.4. Agreement dated 16th September, 2002 bearing registration no. KRL/2/6687 of 2002 executed by M/s. Subodh Textiles and M/s. J. B. Foods in respect of property bearing C.T.S. No. 67(part), Shed No. 20, Ground Floor, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District

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Mumbai Suburban; We have not been furnished with a copy of the aforesaid Agreement dated 16th September, 2002 and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Agreement dated 16th September, 2002 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.5. Leave and License dated 18th October, 2002 bearing registration no. KRL/2/7617 of 2002 executed by M/s. Godrej And Boys Co. Ltd. and M/s. World Network Services Pvt. Ltd. in respect of property bearing C.T.S. No. 7(part), 67(part), 57(part), Shed No. 10(part), Ground Floor, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban; We have not been furnished with a copy of the aforesaid Leave and License dated 18th October, 2002 and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 18th October, 2002 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.6. Leave and License dated 18th October, 2002 bearing registration no. KRL/2/7618 of 2002 executed by M/s. Godrej And Boys Co. Ltd. and M/s. World Network Services Pvt. Ltd. in respect of property bearing C.T.S. No. 7(part), 67(part), 57(part), Shed No. 10(part), Ground Floor situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban; We have not been furnished with a copy of the aforesaid Leave and License dated 18th October, 2002 and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 18th October, 2002 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.7. Leave and License dated 18th October, 2002 bearing registration no. KRL/2/7619 of 2002 executed by M/s. Godrej And Boys Co. Ltd. and M/s. World Network Services Pvt. Ltd. in respect of property bearing C.T.S. No. 7(part), 67(part), 57(part), Shed No. 10(part), Ground Floor, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban; We have not been furnished with a copy of the aforesaid Leave and License dated 18th October, 2002 and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 18th October, 2002 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.8. Lease Deed dated 24th October, 2002, bearing registration no. KRL/2/7754 of 2002, executed by and between Bikrampal HUF & Manager and M/s. Subodh Textiles in respect of property bearing C.T.S. No. 67(part), Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 24th October, 2002, and hence are unable to ascertain the contents thereof

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and are unaware whether the same pertains/affects the said Property or any part thereof;

- 38.9. Lease Deed dated 6th August, 2003, bearing registration no. KRL/2/7247 of 2003, executed by and between Sunil Jagdishchand Mehra and Kishor Vanmalidas Mehta in respect of property bearing Shed No. 11, Harichand Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban; We have not been furnished with a copy of the aforesaid Lease Deed dated 6th August, 2003, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 6th August, 2003 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.10. Lease Deed dated 6th August, 2003, bearing registration no. KRL/2/7248 of 2003, executed by and between Sunil Jagdishchand Mehra and Xavier Fulokaran Antony in respect of property bearing Shed No. 16, Harichand Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 6th August, 2003, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 6th August, 2003 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.11. Lease Deed dated 6th August, 2003, bearing registration no. KRL/2/7249 of 2003 executed by and between Sunil Jagdishchand Mehra and Jose Devassi Chakeri in respect of property bearing Shed No. 16(N-6247(1A)), Harichand Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 6th August, 2003, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 6th August, 2003 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.12. Lease Deed dated 11th May, 2004, bearing registration no. KRL/2/4950 of 2004, executed by M/s. Bikrampal H. Mehra (HUF) and M/s. Excel Home Care Private Limited in respect of property bearing Shed No. 11, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 11th May, 2004, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 11th May, 2004 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

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- 38.13. Lease Deed dated 20th October, 2004, bearing registration no. KRL/2/783 of 2005, executed by and between Sunil Jagdishchand Mehra and Girish Mansukhlal Panchal in respect of property bearing C.T.S. No. 67, Shed No. G-19/16, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 20th October, 2004, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 20th October, 2004 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.14. Lease Deed dated 30th October, 2004 bearing registration no. KRL/2/11302 of 2004, executed by Bikrampal Harichand Mehra HUF and Ors. in favour of Indian Oil Corporation Limited, in respect of property bearing Old C.T.S. No. 67(part), situate at Village Vikroli, Taluka Kurla, Mumbai Suburban District. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 30th October, 2004 pertains to KEPL Land;
- 38.15. Lease Deed dated 4th November, 2004, bearing registration no. KRL/2/11478 of 2004, executed by Sunil Jagdishchand Mehra and Kunal Dinesh Pal in respect of property bearing C.T.S. No. 67, Shed No. G-7(N6247 1A), Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 4th November, 2004, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 4th November, 2004 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.16. Lease Deed dated 4th November, 2004, bearing registration no. KRL/2/11479 of 2004, executed by Sunil Jagdishchand Mehra and Sojana Koshi in respect of property bearing C.T.S. No. 67, Shed No. 16(N6247 1A), Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 4th November, 2004, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 4th November, 2004 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.17. Lease Deed dated 29th December, 2004, bearing registration no. KRL-4-963 of 2004, executed by Sunil Jagdishchand Mehra and Sharif J. Rajan in respect of property bearing C.T.S. No. 67, Shed No. 8B, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 29th December, 2004, and hence are unable to ascertain the contents thereof. By and



under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 29th December, 2004 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.18. Lease Deed dated 29th January, 2005, bearing registration no. KRL-4-580 of 2005, executed by Swarajrani Bikrampal Mehra and Nariman Sorabji Mehta in respect of property bearing Shed No. 20, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 29th January, 2005, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 29th January, 2005 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.19. Lease Deed dated 29th January, 2005, bearing registration no. KRL-4-581 of 2005, executed by Subodh Bikrampal Mehra (HUF) Karta and Ritu Kumar Dharara and Kumar Manohar Dharara in respect of property bearing Shed No. 20, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 29th January, 2005, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 29th January, 2005 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.20. Lease Deed dated 31st January, 2005, bearing registration no. KRL-4-578 of 2005, executed by Swarajrani Bikrampal Mehra and Ajay Manohar Dharara in respect of property bearing Shed No. 12, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 31st January, 2005, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 31st January, 2005 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.21. Lease Deed dated 31st January, 2005, bearing registration no. KRL-4-579 of 2005, executed by Swarajrani Bikrampal Mehra and Ajay Manohar Dharara in respect of property bearing Shed No. 12, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 31st January, 2005, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 31st January, 2005 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.22. Lease Deed dated 7th February, 2005, bearing registration no. KRL-4-582 of 2005, executed by Sunil Jagdishchand Mehra and Damodar Venkat Reddy in respect of property bearing C.T.S. No. 67, Shed No. 16/G-15, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 7th February, 2005, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 7th February, 2005 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.23. Lease Deed dated 7th February, 2005, bearing registration no. KRL-2-784- of 2005, executed by Sunil Jagdishchand Mehra and Pradip Dagadu Patil and Dagadu Patil in respect of property bearing C.T.S. No. 67, Shed No. 16/ G-14, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 7th February, 2005, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 7th February, 2005 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.24. Lease Deed dated 31st November, 2005, bearing registration no. KRL-4-7030 of 2005, executed by Nita Vinay Manchanda and Harish Ratanshi Visriya (HUF) in respect of property bearing Shed No. 11, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 31st November, 2005, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 31st November, 2005 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.25. Agreement dated 10th August, 2006, bearing registration no. KRL-3-7016 of 2006, executed by M/s. Subodh Textiles and Manubhai Shamaji Sheth, and Samir Manubhai Sheth and Milan Manubhai Sheth in respect of property bearing Shed No. 20(p), Ground Floor, Harichand Textile Mills Compound s, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Agreement dated 10th August, 2006, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Agreement dated 10th August, 2006 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.26. Leave and License dated 10th January, 2007, bearing registration no. KRL-4-213 of 2007, executed by Sunil Mehra and Shivaji Eknath Chapate in respect of property bearing Shed No., 1st Floor, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 10th January, 2007, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 10th January, 2007 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.27. Lease Deed dated 15th February, 2007, bearing registration no. KRL-4-1037 of 2007 executed by Sunil Jagdish Mehra and Yogesh Narayandas Gupta in respect of property bearing C.T.S. No. 67, Shed No. G-12, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 15th February, 2007, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 15th February, 2007 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.28. Lease Deed dated 4th June, 2007, bearing registration no. KRL-4-3814 of 2007, executed by Sunil Jagdish Mehra and Yogesh Narayandas Gupta in respect of property bearing C.T.S. No. 67, Shed No. G-12, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 4th June, 2007, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 4th June, 2007 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.29. Lease Deed dated 5th October, 2007 bearing registration no. KRL-1-7250 of 2007, executed by Subodh Mehra (HUF) and Nariman Sorabaji Mehta in respect of property bearing C.T.S. No. 67, Shed No. 20, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 5th October, 2007, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 5th October, 2007 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.30. Lease Deed dated 5th October, 2007, bearing registration no. KRL-1-7251 of 2007, executed by Subodh Mehra (HUF) and Ritu Kumar Darara and Kumar Manohar Darara in respect of property bearing C.T.S. No. 67, Shed No. 20, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 5th October, 2007, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 5th October, 2007 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.31. Lease Deed dated 14th January, 2008, bearing registration no. KRL-4-294 of 2008, executed by Sunil Mehra and Rajani Suhas Chavhan in respect of property bearing Shed No. G-7, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 14th January, 2008, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 14th January, 2008 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.32. Lease Deed dated 14th January, 2008, bearing registration no. KRL-4-296 of 2008 executed by Sunil Mehra and Suhas J. Chavhan in respect of property bearing Shed No. 11, Gala No. G8B, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 14th January, 2008, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 14th January, 2008 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.33. Leave and License dated 16th December, 2008, bearing registration no. KRL-1-10393 of 2008, executed by M/s. Subodh Textiles and M/s. The Flag Company in respect of property bearing C.T.S. No. 67, Shed No. 20, Harichand Textile Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 16th December, 2008, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 16th December, 2008 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.34. Lease Deed dated 15th April, 2011, bearing registration no. KRL-3-3232 of 2011, executed by Bikrampal Harichand Mehra (HUF) and Kantilal Ramaji Gala, and Chandan Kantilal Gala and Upin Kantilal Gala in respect of property bearing Unit



No. 16(20), Ground Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 15th April, 2011, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 15th April, 2011 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.35. Agreement dated 15th September, 2011, bearing registration no. KRL-3-7514 of 2011 executed by Neeta Vinay Manchanda and Heena Harish Visariya and Harish Ratanshi Visariya in respect of property bearing Unit No. 11, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Agreement dated 15th September, 2011, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Agreement dated 15th September, 2011 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.36. Lease Deed dated 16th December, 2011, bearing registration no. KRL-1-12884 of 2011, executed by Bikrampal Harichand Mehra (HUF) and Rashmi Ashok Hariya and Daksha Dipak Hariya. in respect of property bearing Shed No. 17(p), Ground Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 16th December, 2011, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 16th December, 2011 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.37. Lease Deed dated 9th February, 2012, bearing registration no. KRL-1-1286 of 2012, executed by Bikrampal Harichand Mehra (HUF) and Kantilal Meghaji Gala, and Praful Meghaji Gala and Shantilal Meghaji Gala in respect of property bearing C.T.S. No. 67, Shed No. 17(p), Ground Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Lease Deed dated 9th February, 2012, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Lease Deed dated 9th February, 2012 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.38. Surrender of Lease dated 23rd February, 2012, bearing registration no. KRL-1-1701 of 2012, executed by Jogindra Engineering Works in favour of Krishna Enterprises Private Limited in respect of property bearing C.T.S. No. 67A, Shed No. 12(p), Ground Floor, Harichand Textiles Mills Compound, situated at Vikroli



Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 23rd February, 2012, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 23rd February, 2012 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.39. Conveyance Deed dated 30th March, 2012, bearing registration no. KRL-1-6638 of 2012, executed by M/s. Godrej and Boys Manufacturing Company Limited and M/s. Godrej Vikroli Properties LLP in respect of property bearing C.T.S. No. 51(p), 52(p), 52/1 To 17, Old Survey No. 60(p), 66(p), 67(p), 68(p), 72(p), 73(p), 74(p), 77(p), 79(p), 75, 76, 78 , situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Conveyance Deed dated 30th March, 2012, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has confirmed that the aforesaid Conveyance Deed is not in respect of the said Property;
- 38.40. Leave and License dated 15th January, 2013, bearing registration no. KRL-3-663 of 2013, executed by Subodh Bikrampal Mehra and Surendra Vishnudayal Rathi in respect of property bearing C.T.S. No. 67, Flat No. 20, 1st Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 15th January, 2013, and hence are unable to ascertain the contents thereof and are unaware whether the same pertains/affects the said Property or any part thereof;
- 38.41. Leave and License dated 25th November, 2013, bearing registration no. KRL-1-9865 of 2013, executed by Subodh Mehra (HUF) and Ritu Kumar Darara and Kumar Manohar Darara in respect of property bearing C.T.S. No. 67, Shed No. 20, Harichand Textiles Mills compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 25th November, 2013, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 25th November, 2013 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.42. Leave and License dated 25th November, 2013, bearing registration no. KRL-1-9866 of 2013, executed by Subodh Mehra (HUF) and Nariman Sorabaji Mehta in respect of property bearing C.T.S. No. 67, Shed No. 20, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 25th November, 2013, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 25th November, 2013 pertains to the structure



standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.43. Mortgage Deed dated 5th February, 2014, bearing registration no. KRL-4-1144 of 2014, executed by Krisha Enterprises Private Limited and Motilal Oswal Financial Services Limited in respect of property bearing New C.T.S. No. 67A, Old C.T.S. No. 67(p), 67/6, 67/7, 67/8, 67/48, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Mortgage Deed dated 5th February, 2014, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 5th February, 2014 pertains to the KEPL Land;
- 38.44. Leave and License dated 28th January, 2014, bearing registration no. KRL-3-1214 of 2014, executed by Subodh Bikrampal Mehra and Surendra Vishnudayal Rathi in respect of property bearing C.T.S. No. 67, Industrial Shed No. 20, 1st Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 28th January, 2014, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 28th January, 2014 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.45. Surrender of Lease dated 21st February, 2014, bearing registration no. KRL-3-1536 of 2014, executed by Bikrampal Mehra (HUF) and Swarajrani Bikrampal Mehra in respect of property bearing C.T.S. No. 67, Shed No. 9, Ground Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 21st February, 2014, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 21st February, 2014 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.46. Agreement to Sale dated 28th February, 2014, bearing registration no. KRL-3-1714 of 2014, executed by Swarajrani Bikrampal Mehra (HUF) and Jayantilal Ratansi Visaria in respect of property bearing C.T.S. No. 67, Industrial Shed No. 9, Ground Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Agreement to Sale dated 28th February, 2014, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Agreement to Sale dated 28th February, 2014 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.47. Agreement to Sale dated 28th February, 2014, bearing registration no. KRL-3-1715 of 2014, executed by Swarajrani Bikrampal Mehra (HUF) and Jayantilal Ratansi Visaria in respect of property bearing C.T.S. No. 67, Industrial Shed No. 9, Ground Floor, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Agreement to Sale dated 28th February, 2014, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Agreement to Sale dated 28th February, 2014 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.48. Mortgage Deed dated 6th April, 2015, bearing registration no. KRL-4-3453 of 2015 executed by Rajesh Estate & Nirman Private Limited and IL & FS Trust Company Limited in respect of property bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Mortgage Deed dated 6th April, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 6th April, 2015 pertains to the KEPL Land;
- 38.49. Mortgage Deed dated 27th July, 2015 bearing registration no. KRL-4-7321 of 2015, executed by Rajesh Estate & Nirman Private Limited and IL & FS Trust Company Limited in respect of property bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. We have been furnished with a copy of the aforesaid Mortgage Deed dated 27th July, 2015 and on perusal thereof we note that the same has been executed by *inter-alia* KEPL in favour of IL & FS Trust Company Limited. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 27th July, 2015 pertains to the KEPL Land;
- 38.50. Leave and License dated 28th October, 2015, bearing registration no. KRL-2-9778 of 2015, executed by Rajesh Housing Private Limited and M/s. Philips Engineering Corporation in respect of property bearing C.T.S. No. 67, 67/1 TO 48, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 28th October, 2015, and hence are unable to ascertain the contents thereof and are unaware whether the same pertains/affects the said Property or any part thereof;
- 38.51. Leave and License dated 28th October, 2015, bearing registration no. KRL-2-9780 of 2015, executed by Rajesh Housing Private Limited and M/s. Industrial Blasting Equipment in respect of property bearing C.T.S. No. 67, 67/1 TO 48, Industrial Shed No. 15, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 28th October, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated



28th October, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.52. Leave and License dated 28th October, 2015, bearing registration no. KRL-2-9781 of 2015, executed by Rajesh Housing Private Limited and M/s. D'Souza DaSilva Engineering Works in respect of property bearing C.T.S. No. 67, 67/1 TO 48, Industrial Shed No. 2, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Leave and License dated 28th October, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Leave and License dated 28th October, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.53. Transfer of Lease dated 7th July, 2015, bearing registration no. KRL-2-6451 of 2015, executed by Rajpal H. Mehra (HUF) and Others and Pratik Harish Patel, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Transfer of Lease dated 7th July, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.54. Transfer of Lease dated 21st July, 2015, bearing registration no. KRL-2-7139 of 2015, executed by Rajpal H. Mehra (HUF) and Others and Priyal Kantilal Patel, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Transfer of Lease dated 21st July, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.55. Surrender of Lease dated 22nd September, 2015, bearing registration no. KRL-2-8778 of 2015, executed by M/s. V. H. Engineers and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Gala No. 2A, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 22nd September, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 22nd September, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.56. Transfer of Lease dated 22nd September, 2015, bearing registration no. KRL-2-8779 of 2015, executed by M/s. V. H. Engineers and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Transfer of Lease dated 22nd September, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.57. Surrender of Lease dated 21st September, 2015, bearing registration no. KRL-2-8781 of 2015, executed by Jayesh Jitendra Gandhi and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 21st September, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.58. Surrender of Lease dated 21st September, 2015, bearing registration no. KRL-2-8784 of 2015, executed by Febkon Engineering Services and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Gala No. 3, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 21st September, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 21st September, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.59. Surrender of Lease dated 28th October, 2015, bearing registration no. KRL-2-9770 of 2015, executed by Sanjay Kishanlal Mehra and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 28th October, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.60. Surrender of Lease dated 28th October, 2015, bearing registration no. KRL-2-9771 of 2015, executed by Praful S. Shah and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 28th October, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.61. Surrender of Lease dated 28th October, 2015, bearing registration no. KRL-2-9775 of 2015, executed by Fills Engineering Corporation and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 28th October, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.62. Surrender of Lease dated 28th October, 2015, bearing registration no. KRL-2-9776 of 2015, executed by D'Souza DeSilva Engineers Works and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Gala No. 2, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 28th October, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 28th October, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.63. Surrender of Lease dated 16th November, 2015, bearing registration no. KRL/5/7616 of 2015, executed by Dharma Fabricators and RHPL, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 16th November, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.64. Surrender of Lease dated 10th December, 2015, bearing registration no. KRL-1-11124 of 2015, executed by Pawankumar Mehra and RHPL, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Shed No. 14, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 10th December, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 10th December, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.65. Surrender of Lease dated 18th December, 2015, bearing registration no. KRL-2-11310 of 2015, executed by Sanjay Kishanchand Mehra and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Industrial Shed No. 15, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 18th December, 2015, and



hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 18th December, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.66. Surrender of Lease dated 28th October, 2015, bearing registration no. KRL-2-9777 of 2015, executed by Industrial Blasting Equipment and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Gala No. 15, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 28th October, 2015, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 28th October, 2015 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.67. Surrender of Lease dated 18th January, 2016, bearing registration no. KRL-1-2375 of 2016, executed by Jasbinder Dharampal Bassi and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Industrial Shed No. 15, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 18th January, 2016, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 18th January, 2016 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.68. Surrender of Lease dated 18th January, 2016, bearing registration no. KRL-1-2376 of 2016, executed by Jasbinder Dharampal Bassi and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Industrial Shed No. 15, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Surrender of Lease dated 18th January, 2016, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 18th January, 2016 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.69. Surrender of Lease dated 12th February, 2016, bearing registration no. KRL-1-2374 of 2016, executed by M/s. Kent Décor and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 12th February, 2016



pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.70. Transfer of Lease dated 8th March, 2016, bearing registration no. KRL-1-2516 of 2016, executed by M/s. Sunita Silks and others and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harishchand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Transfer of Lease dated 8th March, 2016 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.71. Surrender of Lease dated 16th September, 2016, bearing registration no. KRL-1-9739 of 2016, executed by Tito Tech Industries and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 16th September, 2016 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.72. Mortgage Deed dated 21st October, 2016, bearing registration no. KRL-4-10037 of 2016, executed by Rajesh Construction Private Limited and Vistra ITCL (India) Ltd. (Earlier Known IL & FS Trust Company Ltd.) in respect of property bearing C.T.S. No. 67A, Doc. No. KRL-4/10037/2016, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Mortgage Deed dated 21st October, 2016, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 21st October, 2016 pertains to the KEPL Land and not the said Property;
- 38.73. Mortgage Deed dated 21st October, 2016, bearing registration no. KRL-4-10038 of 2016, executed by Krishna Enterprises Private Limited and Vistra ITCL (India) Limited in respect of property bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, Mumbai Suburban District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 21st October, 2016 does not pertain to or affect the said Property or any part thereof and the same is in respect of the KEPL Land;
- 38.74. Surrender of Lease dated 13th February, 2017, bearing registration no. KRL-2-5305 of 2017, executed by B. B. Consulting N. Engineering Private Limited and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated

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13th February, 2017 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;

- 38.75. Surrender of Lease dated 15th June, 2017, bearing registration no. KRL-5-7008 of 2017, executed by Rajeshkumar Mohanlal Khandelwal and Pravin Mohanlal Khandelwal and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 15th June, 2017 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.76. Surrender of Lease dated 24th August, 2017, bearing registration no. KRL-4-9100 of 2017, executed by Yogesh Narayandas and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 24th August, 2017 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.77. Indemnity Bond dated 8th September, 2017, bearing registration no. KRL-4-9521 of 2017, executed by Krisha Enterprises Private Limited in respect of land bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Indemnity Bond dated 8th September, 2017 pertains to the KEPL Land;
- 38.78. Indemnity Bond dated 8th September, 2017, bearing registration no. KRL-4-9523 of 2017, executed by Krisha Enterprises Private Limited in respect of land bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Indemnity Bond dated 8th September, 2017 pertains to the KEPL Land;
- 38.79. Surrender of Lease dated 24th November, 2017, bearing registration no. KRL-4-12132 of 2017, executed by M/s. Industrial Engineers and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 24th November, 2017 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.80. Surrender of Lease dated 24th November, 2017, bearing registration no. KRL-4-12133 of 2017, executed by M/s. Five Star Marine Services Private Limited and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 24th November, 2017 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.81. Surrender of Lease dated 5th January, 2018, bearing registration no. KRL-3-131 of 2018, executed by M/s. Sea Hawk Marine & Allied Services Private Limited and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 5th January, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.82. Mortgage Deed dated 15th February, 2018, bearing registration no. KRL-3-1997 of 2018, executed by Rajesh Construction Company and Vistra ITCL (India) Limited in respect of property bearing C.T.S. No. 67A, 1464, 1469, 1475, 1473, 1472, 1471, (p)-1, (p)-2, 589, 589/1 To 95, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. We have been furnished with a copy of the aforesaid Mortgage Deed dated 15th February, 2018 and on perusal thereof we note that the same has been executed by KEPL in favour of Vistra ITCL (India) Limited. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 15th February, 2018 pertains to the KEPL Land;
- 38.83. Mortgage Deed dated 15th February, 2018, bearing registration no. KRL-3-1998 of 2018, executed by Krisha Enterprises Private Limited and Vistra ITCL (India) Limited in respect of property bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Mortgage Deed dated 15th February, 2018, and hence are unable to ascertain the contents thereof. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 15th February, 2018 does not pertain to or affect the said Property or any part thereof and the same is in respect of the KEPL Land;
- 38.84. Reconveyance Deed dated 2nd May, 2018, bearing registration no. KRL-4-5173 of 2018, executed by Vistra ITCL (India) Limited in respect of property bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. We have not been furnished with a copy of the aforesaid Reconveyance Deed dated 2nd May, 2018, and hence are unable to ascertain the contents thereof and are unaware whether the same pertains/affects the said Property or any part thereof;



- 38.85. Surrender of Lease dated 21st June, 2018, bearing registration no. KRL-1-7505 of 2018, executed by Kanti Engineering Works and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 21st June, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.86. Surrender of Lease dated 27th June, 2018, bearing registration no. KRL-1-7781 of 2018, executed by M/s. Sai System and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 27th June, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.87. Surrender of Lease dated 30th June, 2018, bearing registration no. KRL-1-7947 of 2018, executed by M/s. Madhur Packaging and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 30th June, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.88. Surrender of Lease dated 30th June, 2018, bearing registration no. KRL-1-7948 of 2018, executed by Azaz Abdul Sattar Koralekar and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 30th June, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.89. Surrender of Lease dated 23rd July, 2018, bearing registration no. KRL-1-12682 of 2018, executed by Rima Vivek Suri (earlier name Rima Suresh Khanna), and Niru Gaurav Gupta (earlier name Niru Suresh Khanna) and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 23rd July, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.90. Surrender of Lease dated 29th August, 2018, bearing registration no. KRL-1-10472 of 2018, executed by M/s. Nikhil Textiles and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 29th August, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.91. Surrender of Lease dated 29th August, 2018, bearing registration no. KRL-1-10474 of 2018, executed by M/s. Mamta Textiles and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 29th August, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.92. Surrender of Lease dated 5th December, 2018, bearing registration no. KRL-1-14365 of 2018, executed by Mayur Baldevraj Bhusari and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 5th December, 2018 does not pertain to or affect the said Property or any part thereof and the same is in respect of the KEPL Land;
- 38.93. Surrender of Lease dated 10th December, 2018, bearing registration no. KRL-1-14530 of 2018, executed by Riddhima Engineering and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 10th December, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.94. Surrender of Lease dated 13th December, 2018, bearing registration no. KRL-1-14739 of 2018, executed by Kanubhai Kantilal Panchal and Anil Kantilal Panchal and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 13th December, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.95. Surrender of Lease dated 19th December, 2018, bearing registration no. KRL-1-15072 of 2018, executed by Vijay Kishan Thorat and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 19th December, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.96. Surrender of Lease dated 29th December, 2018, bearing registration no. KRL-1-15526 of 2018, executed by Girish Mansukhlal Panchal, and Kirti Mansukhlal Panchal and Rajesh Mansukhlal Panchal and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 29th December, 2018 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.97. Surrender of Lease dated 8th February, 2019, bearing registration no. KRL-1-1799 of 2019, executed by Kumar Silk Industrail and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 8th February, 2019 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.98. Surrender of Lease dated 8th February, 2019, bearing registration no. KRL-1-1802 of 2019, executed by M/s. Rajiv Silk Mills and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 8th February, 2019 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.99. Surrender of Lease dated 28th February, 2019, bearing registration no. KRL-1-2683 of 2019, executed by Surendra Vishnudayal Rathi and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 28th February, 2019 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;



- 38.100.Surrender of Lease dated 4th April, 2019, bearing registration no. KRL-1-4260 of 2019, executed by Surya Pillai and Rajesh Housing Private Limited, in respect of property bearing C.T.S. No. 67, 67/1 To 48, Harichand Textiles Mills Compound, situated at Vikroli Village, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Surrender of Lease dated 4th April, 2019 pertains to the structure standing on the said Property and the same does not affect the rights of RHPL in the said Property;
- 38.101.Mortgage Deed dated 22nd June, 2021, bearing registration no. KRL-1-11553 of 2021, executed by Rajesh Estate and Nirman Private Limited and KEPL and Vistra ITCL (India) Limited in respect of property bearing C.T.S. No. 67, 67/1 to 48, situate at Village Vikroli, Taluka Kurla, Mumbai Suburban District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Mortgage Deed dated 22nd June, 2021 pertains to the KEPL Land;
- 38.102.Reconveyance Deed dated 22nd June, 2021, bearing registration no. KRL-1-11554 of 2021 executed by Krisha Enterprises Private Limited and Vistra ITCL (India) Limited in respect of property bearing C.T.S. No. 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Reconveyance dated 22nd June, 2021 pertains to the KEPL Land;
- 38.103.Reconveyance Deed dated 22nd June, 2021, bearing registration no. KRL-1-11556 of 2021, executed by Rajesh estate & Nirman Private Limited and Vistra ITCL (India) Limited in respect of property bearing C.T.S. No. 67, 67/1 to 48, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Reconveyance dated 22nd June, 2021 pertains to the KEPL Land; and
- 38.104.Development Agreement dated 30th July, 2021, bearing registration no. KRL-1-11831 of 2021, executed by Krisha Enterprises Private Limited and Macrotech Developers Limited in respect of property bearing C.T.S. No. 67(part), 67/6, 67/7, 67/8, 67/48 and 67A, situate at Village Vikroli, Taluka Kurla, District Mumbai Suburban. By and under the said Declaration, the Company has declared and confirmed that the aforesaid Development Agreement dated 30th July, 2021 pertains to the KEPL Land.

E. Online Searches conducted on the website of Ministry of Corporate Affairs:

39. We have caused online searches to be conducted on the website of Ministry of Corporate Affairs as regards the pending charges of Rajesh Housing Private Limited and in pursuance thereof, we have been furnished with a copy of the Online Search Report dated 7th October, 2021 issued by Karza Technologies Private Limited. On a perusal thereof,

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we note that the charge created in favour of Vistra ITCL (India) Limited on 3rd August, 2015 is reflected therein.

F. Searches to be conducted on the website of Central Registry of Securitisation Asset Reconstruction and Security Interest of India:

40. We have caused searches to be carried out on the portal of Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) as regards the pending charges in respect of the Larger Property and in pursuance thereof, we have been furnished with a Search Report dated 27th October, 2021 issued by Simply CERSAI. On perusal thereof, we note that there are no charges reflected in respect of the said Larger Property however we note that a charge has been created on the said Property in favour of Vistra ITCL (India) Limited as detailed hereinabove.

G. Litigation:

41. We have been furnished with a copy of the Original Application (L) No. 1114 of 2019 filed by Central Bank of India (“CBI”) before the Debt Recovery Tribunal – II (“DRT”) against (i) Sunil Jagdishchandra Mehra; (ii) Shilpi Sunil Mehra (iii) Rajesh Housing Private Limited inter alia praying therein that (a) Sunil and Shilpi Mehra be jointly or severally be ordered and directed to pay CBI a sum of Rs 53,46,132.26/- (Rupees Fifty Three Lakhs Forty Six Thousand One Hundred and Thirty Two and Twenty Six Paise Only) due under an overdraft facility with further interest thereon at the rate of 13% + (including 2% penal interest) per annum; (b) the Recovery Certificate for the amounts claimed in prayer (a) be issued in favor of CBI against Sunil and Shilpi Mehra; (c) it be declared that the amounts claimed in prayer (a) above are duly secured by valid and subsisting mortgage of Gala No. F-1 in the Elcon Building standing on a portion of the Larger Property being the suit property; (d) the suit property therein be ordered to be sold and the net sales proceed thereof be ordered to be paid to CBI towards the amounts claimed herein; and (e) pending the hearing and final disposal of the Original Application, a Receiver be appointed by the DRT in respect of the suit Property with the powers to sell the same; (f) pending the hearing and final disposal of the Original Application, the defendants therein be restrained by an order and injunction from any manner selling/ transferring and/ or creating any third-party rights in respect of the suit Property. It appears that Sunil Jagdishchandra Mehra and Shilpi Sunil Mehra had availed a facility from CBI and a mortgage was created on Gala No. F-1 in the Elcon Building standing on a portion of the Larger Property and it is alleged that the Sunil Jagdishchandra Mehra fraudulently sold the suit property in favour of RHPL inspite of the registered mortgage in force. The information in respect of the aforesaid Original Application (L) No. 1114 of 2019 is not reflected on the official webpage of Debts Recovery Tribunal, Mumbai.

H. Litigation Search:

42. We have causes online litigation searches to be conducted in respect of the cases filed by or against RHPL and in pursuance thereof we have been furnished with a Report dated 7th



October, 2021 by Karza Technologies Private Limited (“**Report**”). On perusal of the Report, we note that save and except the Original Application filed by Central Bank of India (“**CBI**”) before the Debt Recovery Tribunal – II (“**DRT**”) against inter-alia RHPL, the following 21 pending proceedings are reflected therein:

Sr. No.	Court	Case No.	Particulars
1.	Bombay High Court	COMS/1363/2018	Rajesh Housing Private Limited V/s Kanti Engineering Works and 3 others
2.	Bombay High Court	COMS/1483/2019	Kanti Engineering Works V/s Rajesh Housing Private Limited
3.	Bombay High Court	CHOLL/1229/2019	Kanti Engineering Works V/s Rajesh Housing Private Limited
4.	Bombay High Court	COMS/1363/2018	Rajesh Housing Private Limited V/s. Torall Sachin Shah Partner of Kanti Engineering Works; Aryan Sachin Shah; Sachin Shashikant Shah; Kanti Engineering Works And 3 Others
5.	Bombay High Court	COMS/1483/2019	Kanti Engineering Works V/s. Rajesh Housing Private Limited
6.	Bombay High Court	WP/9374/2018	Suhas Janardan Chavan and another. V/s. Rajesh Housing Private Limited and another
7.	Bombay High Court	WPST/2832/2020	Jignesh Doshi; Rajni Suhas Chavan; Kumar Darana and others V/s. The Designated Officer, Town Planning, The Municipal Corporation of Grater Mumbai and Rajesh Housing Private Limited and others
8.	Small Causes Court, Mumbai	RAD/1329/2017	Sunil Ramlubhaya Mehra v. RPHL and Sanjay Kishanlal Mehra
9.	Small Causes Court, Mumbai	Miscellaneous Appeal/393/2018	Sunil Ramlubhaya Mehra v. RPHL and Sanjay Kishanlal Mehra
10.	Small Causes Court, Mumbai	RAD/203113/2012	Mr.Suhas Janardan Chavan v. Subodh Textiles; Mr.Bikrampal Harichand Mehara and anr and RHPL
11.	Small Causes Court, Mumbai	P.Appeal/100041/2013	Suhas Janardhan Chavan and Suhas Hydro Systems Pvt.Ltd v. RHPL; Bikrampal Harichand Mehra
12.	Small Causes Court, Mumbai	RAE/1439/2019	Rajesh Housing Pvt Ltd Through its A R Anuj M Patel v. Daksha Deepak Haria and Rashmi Ashok Haria
13.	Small Causes Court, Mumbai	RAE/1366/2019	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel v. Crescent Engineering /Fabrication; Rajani Suhas Chavan

14.	Small Causes Court, Mumbai	RAE/1438/2019	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel v. Milan Manubhai Sheth; Manubhai Shamji Sheth and Sameer Manubhai Sheth
15.	Small Causes Court, Mumbai	RAE/88/2020	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel v. Shantilal Meghji Gala; Praful Meghji Gala and Kantilal Meghji Gala
16.	City Civil Court, Mumbai	SUIT/102725/2018	RHPL v. MCGM and Designated Officer I.
17.	Small Causes Court, Mumbai	RAE/1385/2019	Rajesh Housing Pvt Ltd Through Its A/R Shri Anuj M Patel v. Kamlesh Arjandas Khubchandani of Excel Homecare Pvt Ltd.
18.	Small Causes Court, Mumbai	RAE/1384/2019	Rajesh Housing Pvt Ltd Through Its A/R Shri Anuj M Patel v. Crescent Engineering/Fabrication and Rajani Suhas Chavan of Reliable Offset Printers Pvt Ltd.
19.	Small Causes Court, Mumbai	RAE/1358/2019	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel v. Harish Premji Nagda of M/s J B Foods.
20.	Small Causes Court, Mumbai	RAE/1367/2019	Rajesh Housing Pvt Ltd Through Its A/R Shri Anuj M Patel v. Suhas Janardan Chavan and Bablu Wooden Work
21.	Small Causes Court, Mumbai	RAE/1368/2019	Rajesh Housing Pvt Ltd Through Its A/R Shri Anuj M Patel v. Sojan Koshy (J K Industries); Sirendra Rathi of Satyanand Dying.
22.	Small Causes Court, Mumbai	RAE/1347/2019	Rajesh Housing Pvt Ltd through its A/R Anuj M Patel v. Crescent Engineering/Fabrication and Rajani Suhas Chavan.

43. We have not been furnished with any information/documents pertaining to the aforesaid pending litigations and hence we are unaware whether any of the aforesaid proceedings pertain/ affect to the said Property.

44. We have causes online litigation searches to be conducted in respect of the cases filed by or against Nayna Shailesh Desai (*being the director of RHPL*) and in pursuance thereof we have been furnished with a Report dated 15th October, 2021, issued by Karza Technologies Private Limited. On perusal of the aforesaid Report we note that a total of 3 cases filed by/or against Nayna Shailesh Desai are pending as on date and details thereof are as under:

Sr. No.	Court	Case No.	Parties
1.	Metropolitan Magistrate Court, Andheri	Summons Private cases SS/2869/2019	Nilesh Virendrbhai Ponda v. Nayna Shailesh Desai and others
2.	Metropolitan Magistrate Court, Bandra	Summons Cases SS/5801101/2019	Mohit R Mehta v. Nayna Shailesh Desai and others
3.	Metropolitan Magistrate Court, Bandra	Summons Cases SS/5801102/2019	Mohit R Mehta v. Nayna Shailesh Desai and others

45. We have not been furnished with any information/documents pertaining to the aforesaid pending litigations and hence we are unaware whether any of the aforesaid proceedings pertain/ affect to the said Property.
46. We have causes online litigation searches to be conducted in respect of the cases filed by or against Pratik Harish Patel (*being the director of RHPL*) and in pursuance thereof we have been furnished with a Report dated 15th October, 2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report we note that a total of 14 cases filed by/or against Pratik Harish Patel are pending as on date and details thereof are as under:

Sr. No.	Court	Case No.	Parties
1.	Bombay High Court	COMSL/7423/2020	Vistra ITCL (India) Limited v. Pratik Harish Patel and others.
2.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2800090/2020	Mega Plastics Limited v. Pratik Harish Patel and others.
3.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2800082/2020	Creative Plastics Limited v. Pratik Harish Patel and others.
4.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2800091/2020	Creative Propack Limited v. Pratik Harish Patel and others.
5.	Metropolitan Magistrate Court, Dadar	Ss cases /700191/2020	Sujata Trading Private Limited v. Pratik Harish Patel and others.
6.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2800278/2020	Creative Propack Limited v. Pratik Harish Patel and others.
7.	Chief Metropolitan Magistrate Court,	Ss cases SS/2800279/2020	Creative Plastics Limited v. Pratik Harish Patel and others.

	Esplanade		
8.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2800624/2020	Mega Plastics Limited v. Pratik Harish Patel and others.
9.	Metropolitan Magistrate Court, Mulund	Ss case SS/577/2019	Mikhil Dharamshi v. Pratik Harish Patel and others.
10.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2800702/2020	Creative Plastics Limited v. Pratik Harish Patel and others.
11.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2800701/2020	Creative Plastics Limited v. Pratik Harish Patel and others.
12.	Metropolitan Magistrate Court, Andheri	Summons Private cases SS/1685/2019	Chandrasen Securities Private Limited v. Pratik Harish Patel and others.
13.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2801718/2019	Altico Capital India Limited v. Pratik Harish Patel and others.
14.	Metropolitan Magistrate Court, Ballard Estate	SS/3305456/2019	India Infoline Finance Limited v. Pratik Harish Patel and others.

47. We have not been furnished with any information/documents pertaining to the aforesaid pending litigations and hence we are unaware whether any of the aforesaid proceedings pertain/ affect to the said Property.
48. We have causes online litigation searches to be conducted in respect of the cases filed by or against Priyal Kantilal Patel (*being the director of RHPL*) and in pursuance thereof we have been furnished with a Report dated 15th October, 2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report we note that a total of 14 cases filed by/or against Priyal Kantilal Patel are pending as on date and details thereof are as under:

Sr. No.	Court	Case No.	Parties
1.	Bombay High Court	COMSL/7423/2020	Vistra ITCL (India) Limited v. Priyal Kantilal Patel and others.
2.	Chief Metropolitan Magistrate Court, Esplanade	Secu.Case /100361/2021	IDBI Trusteeship Services Limited v. Priyal Patel and others.
3.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800090/2020	Mega Plastics Limited v. Priyal Kantilal Patel and others.
4.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800082/2020	Creative Plastics Limited v. Priyal Kantilal Patel and others.

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5.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800091/2020	Creative Propack Limited v. Priyal Kantilal Patel and others.
6.	Metropolitan Magistrate Court, Dadar	SS cases /700191/2020	Sujata Trading Private Limited v. Priyal Kantilal Patel and others.
7.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800278/2020	Creative Propack Limited v. Priyal Kantilal Patel and others.
8.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800279/2020	Creative Plastics Limited v. Priyal Kantilal Patel and others.
9.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800624/2020	Mega Plastics Limited v. Priyal Kantilal Patel and others.
10.	Metropolitan Magistrate Court, Mulund	SS case SS/577/2019	Mikhil Dharamshi v. Priyal Kantilal Patel and others.
11.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800702/2020	Creative Plastics Limited v. Priyal Kantilal Patel and others.
12.	Chief Metropolitan Magistrate Court, Esplanade	SS cases SS/2800701/2020	Creative Plastics Limited v. Priyal Kantilal Patel and others.
13.	Metropolitan Magistrate Court, Andheri	Summons Private cases SS/1685/2019	Chandrasen Securities Private Limited v. Priyal Kantilal Patel and others.
14.	Chief Metropolitan Magistrate Court, Esplanade	Ss cases SS/2801718/2019	Altico Capital India Limited v. Priyal Kantilal Patel and others.

49. By and under the said Declaration, the Company has declared and confirmed that litigations filed by or against the present directors of the Company are not in respect of the said Property and do not affect the right title and interest of RHPL in the said Property or any part thereof.
50. We have not been furnished with any information/documents pertaining to the aforesaid pending litigations and hence we are unaware whether any of the aforesaid proceedings pertain/ affect to the said Property.
51. We have causes online litigation searches to be conducted in respect of the cases filed by or against Roshan Sharda (*being the director of RHPL*) and in pursuance thereof we have been furnished with a Report dated 15th October, 2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report we note that no cases filed by/or against Roshan Sharda are pending as on date of the Report.



52. We have caused online litigation searches to be conducted in respect of the cases filed by or against Sagar Motilal Shrirao (*being the director of RHPL*) and in pursuance thereof we have been furnished with a Report dated 15th October, 2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report, we note that no cases filed by/or against Sagar Motilal Shrirao are pending as on date of the Report.
53. We have caused online litigation searches to be conducted in respect of the cases filed by or against Sakare Abhay Padmakar (*being the director of RHPL*) and in pursuance thereof we have been furnished with a Report dated 15th October, 2021 issued by Karza Technologies Private Limited. On perusal of the aforesaid Report we note that no cases filed by/or against Sakare Abhay Padmakar are pending as on date of Report.
54. This Opinion on Title is subject to the aforesaid proceedings.

I. Public Notices:

55. We have caused Public Notices to be published on 18th November, 2021 in Economic Times in English language and in Maharashtra Times in Marathi language, inviting claims in respect of title of RHPL to the said Property. In pursuance thereof, we have received the following objections:

- 52.1 Email dated 22nd November 2021 addressed by Xavier Anthony stating therein inter alia that he is a tenant in respect of Shed No. 16 situate on the said Property in terms of the Tenancy Agreement dated 6th August, 2003;
- 52.2 Letter dated 23rd November 2021 addressed by Excel Homecare Private Limited stating therein inter alia that they as tenants are in possession of Shed No. 11 situate on the said Property in terms of the Tenancy Agreement dated 11th May 2004 bearing Serial No. VDR-4950 of 2004 executed between Bikrampal Mehra HUF and Excel Homecare Private Limited. It is further stated therein that RHPL had filed a RAE suit No. 1385 of 2019 in the Small Causes Court for arrears of rent. We have neither been furnished with any papers in respect of the aforesaid RAE suit No. 1385 of 2019 nor with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;
- 52.3 Letter dated 23rd November 2021 addressed by Suhas Janardan Chavan stating therein inter alia that he is the tenant in respect of Shed No. G8B situate on the said Property in terms of the Tenancy Agreement dated 14th January 2008 and was in possession of the same and was carrying business in the name and style of 'Suhas Hydrosystem'. It was further recorded therein that there were pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and also that by an order dated 17th December 2019 passed by the Hon'ble High Court of Bombay in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints and that the same was still pending. It is further recorded



that representations with the Asst. Commissioner, 'N'-Ward are also pending. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;

- 52.4 Letter dated 23rd November 2021 addressed by Rajani Suhas Chavan stating therein inter alia that she is the tenant in respect of Shed Nos. G8A, G-7 and C-11 situated on the said Property in terms of Tenancy Agreement dated 14th January 2008 and was carrying business in the name and style of 'Neha Hydrosystem'. It was further recorded therein that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and that by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints and that the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;
- 52.5 Letter dated 23rd November 2021 addressed by Jogindra Engineering Works stating therein inter alia that they are the tenants in respect of Shed No. 9 situated on the said Property in terms of Tenancy Agreement executed in 1961 and that they are in possession of the same and have been carrying on business in the name and style of 'Jogindra Engineering Works';
- 52.6 Letter dated 24th November 2021 addressed by K V Subramanian and V K Radhakrishnan stating therein inter alia that they are the tenants in respect of Shed No. 9 (property no. 6247(1L))situated on the said Property in terms of Tenancy Agreement dated 20th November, 1996 and that they are in possession of the same and have been carrying on business in the name and style of Fine Filters Private Limited';
- 52.7 Letter dated 24th November 2021 addressed by K V Subramanian and V K Radhakrishnan stating therein inter alia that they are the tenants in respect of Shed No. 9 (property no. 6247(1) situated on the said Property in terms of Tenancy Agreement dated 30 November, 1996 and that they are in possession of the same and have been carrying on business in the name and style of Fine Filters Private Limited';
- 52.8 Letter dated 23rd November 2021 addressed by Suhas Hydrosystems Private Limited stating therein inter alia that it was a tenant in respect of Shed No. 20 situated on the said Property in terms of an Agreement dated 1st October 1998. It was further recorded that there are pending complaints before Assistant



Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints and that the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;

- 52.9 Letter dated 23rd November 2021 addressed by (i) Ritu Kumar Darara and (ii) Kumar Manohar Darara stating therein inter alia that they are the tenants in respect of Shed No. 20 situated on the said Property in terms of Tenancy Agreement dated 29th December 2002 bearing registration No. BDR-7-562 of 2002 and have been carrying business in the name and style of 'Span Filing Systems Private Limited'. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and that by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;
- 52.10 Letter dated 24th November 2021 addressed by one Mr. Jose Devassy Chackery stating therein inter alia that he is the tenant in respect of Shed No. 16 situated on the said Property in terms of the Tenancy Agreement dated 6th August 2003 bearing Serial No. 07249 of 2003 and that it is carrying business in the name and style of 'D. E. Engineering'. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;
- 52.11 Letter dated 25th November 2021 addressed by Priya Industries stating therein inter alia that they are the tenants in respect of Shed No. 11 situated on the said Property;





- 52.12 Letter dated 25th November 2021 addressed by one Subhash B Dinda stating therein inter alia that he was the tenant in respect of Gala No. 9 situated on the said Property in terms of Tenancy Agreement dated 22nd October 2001 and that it was carrying business in the name and style of 'Raja Engineers and Contractors'. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;
- 52.13 Letter dated 25th November 2021 addressed by (i) Bhanumati R Parekh and (ii) Heena Rajesh Parekh stating therein inter alia that they are the tenants in respect of Shed No. 4 situated on the said Property in terms of Tenancy Agreement dated 29th December 2002 bearing registration no. BDR-7-562 of 2002. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;
- 52.14 Email dated 25th November 2021 addressed by Suresh Mukhija stating therein inter alia that he and one Arun Chawla have tenancy rights in respect of premises No. 20A in terms of Tenancy Agreement dated 12th February 1999 and are carrying out business in the name and style of 'Evershine Garment Processors';
- 52.15 Letter dated 25th November 2021 addressed by Kunal Dinesh Pal stating therein inter alia that he is a tenant in respect of Shed No. G7 situated on the said Property in terms of Tenancy Agreement dated 4th November 2004 bearing registration No. 11478 of 2004. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, and that the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any



papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding;

52.16 Email dated 25th November 2021 addressed by Amarchand Karamshi Gosar stating therein inter alia that he has tenancy rights on the said Property and it is further recorded that he is out of town and shall send the details as soon as possible. However, we have not received any documents till date;

52.17 Email dated 25th November 2021 addressed by Visharia family stating therein inter alia that they have tenancy rights in the said Property and it was further recorded that they were out of town and shall send the details as soon as possible. However, we have not received any documents till date;

52.18 Letter dated 30th November 2021 addressed by Kantilal Ramji Gala stating therein inter alia that he is the tenant in respect of Shed No. 20 situated on the said Property in terms of the Tenancy Agreement dated 29th December 2002 bearing registration No. BDR-7-562 of 2002. It was further recorded that there are pending complaints before Assistant Commissioner 'N' ward, MCGM, Mumbai against RHPL in relation to seeking restoration of damages caused to the shed and structure situated on the said Property and by an order dated 17th December 2019 passed in Writ Petition No. 1556 of 2019, the Hon'ble High Court of Bombay directed the authority to decide the complaints, however, the same are still pending before the Assistant Commissioner 'N' ward. We have neither been furnished with any papers in respect of the aforesaid Writ Petition No. 1556 of 2019 nor with any correspondences with the Asst. Commissioner, 'N'-Ward or with the orders passed therein. We are also unaware of the present status of the aforesaid proceeding.

56. We have not been furnished with any replies given by RHPL to the aforesaid objections and hence are unable to comment on the same.

J. Other Observations:

57. This Opinion on Title is limited to only the land title diligence only and we have not conducted any diligence in respect of the tenants / occupants on the said Property.

58. We have not been furnished with the latest DP Remarks in respect of the Property.

59. We have not been furnished with the permission for non-agricultural use of the Property.

60. We have not been furnished with the Memorandum of Association and Articles of Association of RHPL.

61. We have been furnished with a copy of the Letter dated 12th September, 2003 bearing reference no.CHE/834/I to C/DPES issued by the Executive Engineer (Development Plans) recording *inter-alia* that the request for allowing commercial user on Sub Plot B admeasuring 22915.93 square metres by retaining Sub Plot A admeasuring 16921.87 square metres in I-3 zone on the said Property was considered on the terms and conditions contained therein. We are unable to ascertain the portion of the said Property for which commercial user was considered under the aforesaid letter. We recommend a technical diligence be conducted to ascertain the user of the said Property. Further, one of the terms of the aforesaid Letter is that a valid NOC from the Additional Collector, C.A. ULC for Greater Mumbai shall be obtained and the conditions thereunder shall be complied with.
62. We have been furnished with a copy of the Letter dated 28th May, 2004 bearing reference no. NOC/ULC/D-V-6(I) SR-IX-499950 issued by the Additional Collector and CA, ULC and addressed to Arun Mehra under section 8(4) of The Urban Land (Ceiling and Regulation) Act 1976 (“**ULC Act**”), recording *inter-alia* that there is no surplus vacant land in the land. We are unaware whether any other orders have been passed/ letters have been issued under the ULC Act in respect of the said Property. We recommend a technical diligence be conducted in respect thereof and the implications thereof.
63. We have not inspected the original title documents in respect of the said Property. By and under the said Declaration, the Company has confirmed that all the original documents of title in respect of the said Property are in possession of Vistra ITCL (India) Limited and save and except the documents listed in **Third Schedule** hereunder written which are in the custody of Vistra ITCL (India) Limited, there are no other documents in respect of the title of the said Property.
64. We have neither been furnished with the property tax bills nor with receipts evidencing payment of the same.
65. For the purposes of this Opinion on Title, we have made certain assumptions as set out in the **Fourth Schedule** hereunder written.
66. By and under the Declaration, the Company has *inter alia* confirmed that:
 - 66.1. The Company is the sole and absolute owner of the said Property;
 - 66.2. Save and except the mortgages recorded herein, there is no other mortgages, charge, lien or other encumbrance of any nature whatsoever affecting the said Property or any part thereof in any manner whatsoever;
 - 66.3. Save and except as recorded herein, there are no other litigations, proceedings arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature, pending or threatened against or in respect of the said Property or any part thereof or the built-up areas constructed/to be constructed thereon and that there is no adverse order / decree / direction /





injunction passed by any court, judicial or quasi-judicial or administrative or revenue or any statutory authority or body in respect of the said Property or any part thereof or the built-up areas constructed/to be constructed thereon;

66.4. No winding up and/or any insolvency petitions have been filed against the Company.

CONCLUSION:

On the basis of and subject to what has been recorded hereinabove, in our opinion, RHPL is entitled to the said Property as the owner thereof subject to the rights of the tenants in the structures standing on the said Property.

THE FIRST SCHEUDLE HEREINABOVE REFERRED TO
(Description of the said Property)

All that piece and parcel of land bearing C.T.S. 67, 67/1 to 67/5 and 67/9 to 67/47 (earlier bearing C.T.S. Nos. 67, 67/1 to 67/48) admeasuring in the aggregate 31,763.18 square metres as per documents of title and admeasuring 36,894.40 property register cards, situate, lying and being at Village Vikroli, Taluka Ghatkopar, Mumbai Suburban District, Mumbai - 400 079.

THE SECOND SCHEUDLE HEREINABOVE REFERRED TO
(Details of the Property Register Card)

Sr. No	CTS No.	Area (square metres)	Tenure	Holder	Lessee
1.	67	28466.30	C	1. Rajpal Harichand Mehra 2. Jagdishchand Harichand Mehra 3. Bikrampal Harichand Mehra	Harichand Textiles Mills Limited for 50 years form the date 1 st July 1975
2.	67/1	33.00	C		
3.	67/2	72.10	C		
4.	67/3	25.60	C		
5.	67/4	23.20	C		
6.	67/5	31.20	C		
7.	67/9	67.90	C		
8.	67/10	100.80	C		
9.	67/11	20.20	C		
10.	67/12	99.70	C		
11.	67/13	559.40	C		
12.	67/14	24.00	C		
13.	67/15	15.90	C		

Handwritten signature/initials

DV

14.	67/16	121.00	C		
15.	67/17	13.20	C		
16.	67/18	18.30	C		
17.	67/19	968.60	C		
18.	67/20	264.50	C		
19.	67/21	344.00	C		
20.	67/22	15.50	C		
21.	67/23	90.00	C		
22.	67/24	285.00	C		
23.	67/25	189.70	C		
24.	67/26	189.40	C		
25.	67/27	189.40	C		
26.	67/28	519.60	C		
27.	67/29	96.80	C		
28.	67/30	689.70	C		
29.	67/31	238.10	C		
30.	67/32	88.20	C		
31.	67/33	88.20	C		
32.	67/34	88.20	C		
33.	67/35	88.20	C		
34.	67/36	61.70	C		
35.	67/37	358.80	C		
36.	67/38	171.90	C		
37.	67/39	16.30	C		
38.	67/40	869.10	C		
39.	67/41	114.80	C		
40.	67/42	778.60	C		
41.	67/43	125.20	C		
42.	67/44	95.00	C		
43.	67/45	72.60	C		
44.	67/46	80.10	C		
45.	67/47	25.40	C		

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THE THIRD SCHEDULE HEREINABOVE REFERRED TO
(List of Original Documents in custody of Vistra ITCL (India) Limited)

1. Agreement For Sale dated 21st July, 2015 executed by and between Rajpal Mehra HUF through its Karta and Manager Subhash, therein referred to as the Vendor; (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein referred to as the Confirming Parties and Rajesh Housing Private Limited, therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL/2/6858 of 2015.
2. Decree dated 15th December 1988 passed by the Hon'ble Bombay High Court in Award No.17 of 1982.
3. Memorandum of Record of Oral Family Arrangement dated 29th May, 2002 executed amongst Jagdishchand Harichand Mehra (*for self and as Karta and Manager of Jagdishchand Harichand Mehra HUF*), Arun Jagdishchand Mehra (*for self and as Karta and Manager of Arun Jagdishchand Mehra HUF*), Sunil Jagdishchand Mehra (*for self and as natural guardian of his minor daughter Shraddha*) and Renu Ramesh Khullar (*for self and as mother of Divya Khullar and Suvir Khullar*).
4. Indenture of Conveyance dated 30th December, 2011 executed between (i) Renu Ramesh Khullar; (ii) Mr. Ramesh Khullar; (iii) Ms. Divya Ramesh Khullar and (iv) Mr. Suvir Ramesh Khullar, therein collectively referred to as the Vendors and Rajesh Construction Company Private Limited, therein referred to as the Purchaser and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No.BDR/13/2641 of 2012.
5. Indenture of Conveyance dated 30th December, 2011 executed by and between Arun (as Karta and Manager of his Hindu Undivided Family, comprising of, (i) Arun HUF; (ii) Mrs. Uma Mehra; (iii) Mr. Jay Mehra and (iv) Mrs. Nami Kandgedhara nee Ms. Nami Mehra, therein referred to as the Vendors and RCCPL, therein referred to as the Purchaser and registered with the office of Sub-Registrar of Assurances at Mumbai bearing No. BDR/13/2646 of 2012.
6. Indenture of Conveyance dated 17th September, 2015 executed by between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchasers and registered with the office of the Sub-Registrar of Assurances at Mumbai bearing No. KRL/2/8770 of 2015.
7. Indenture of Conveyance dated 17th September, 2015 executed by and between RCCPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchaser and registered with the Office of Sub-Registrar of Assurances under Serial No.KRL/2/8771 of 2015.
8. Deed of Conveyance dated 6th November 2015, executed between Sunil Mehra and Shraddha Nirav Virani nee Shraddha Sunil Mehra, therein collectively referred to as the Vendors and Rajesh Unispaces Private Limited (formerly known as Kirti Packers (India)



Private Limited) therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL/5/7370 of 2015.

9. Deed of Conveyance dated 16th December, 2015 executed by and between RUPL, therein referred to as the Vendor and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL/1/11256 of 2015.
10. Indenture of Conveyance dated 21st March, 2016 executed by and between Rajpal HUF (through its Karta and Manager Subhash Rajpal Mehra), therein referred to as the Vendor and (i) Madhu Subhash Mehra; (ii) Dinesh Subhash Mehra and (iii) Gayatri Subhash Mehra, therein collectively referred to as the Confirming Parties and RHPL, therein referred to as the Purchaser and registered with the Sub-Registrar of Assurances at Mumbai bearing No.KRL/2/7840 of 2016.
11. Indenture of Conveyance dated 10th December, 2015 executed by and between Bikrampal HUF represented by its Karta and Manager Bikrampal Mehra, therein referred to as the Vendor, (i) Bikrampal Harichand Mehra; (ii) Swarajrani Bikrampal Mehra; (iii) Subodh Bikrampal Mehra; (iv) Kanchan Khanna and (v) Neeta Manchanda, therein collectively referred to as the Confirming Parties, Messrs. Subodh Textiles (through its partners Bikrampal, Subodh Mehra, Swarajrani Mehra and Neeta Manchanda), therein referred to as the Surrendering Tenants and Subodh Bikrampal Mehra (for self and as Karta of Subhodh Bikrampal Mehra HUF comprising of Kanchan Anil Khanna and Komal Mehra), therein referred to as the Surrendering Sub-Tenants and RHPL, therein referred to as the Purchaser and registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL/1/11125 of 2015.

THE FOURTH SCHEUDLE HEREINABOVE REFERRED TO

(Assumptions)

1. *This Opinion on Title is for the limited purpose of expressing our opinion on the matters mentioned herein and is issued under the instructions of Macrotech Developers Limited and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.*
2. *This Opinion on Title is based on the information given to us pursuant to the documents and statements submitted, furnished and produced before us from time to time during the course of our due diligence.*
3. *While conducting our due diligence exercise, we have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us and the conformity with the originals of all documents supplied as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed.*



4. *This Opinion is confined and limited to the state of affairs as on the date hereof. We are not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.*
5. *This Opinion on Title should not be treated as a Title Certificate issued under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or Real Estate (Regulation and Development) Act, 2016.*
6. *We have presumed that all the statements contained in the registered documents of title are correct.*
7. *We have relied solely on the registered documents of title furnished to us in cases where there is any inconsistency between the search reports and other unregistered documents furnished to us from time to time during the course of our due diligence exercise.*
8. *For the purpose of this Opinion, we have not independently verified the powers of attorney or the authority under which the individuals have signed the deeds of conveyance/ document of title as Constituted Attorney.*
9. *For the purpose of this Opinion on Title, we have perused the receipt clauses specified in the registered agreements and have presumed that consideration amount specified therein were the only amounts payable to the respective vendors of the properties and the signatories to the receipt have received the said amount from the purchaser. Further, we have presumed that no other commercials were involved in the transaction.*
10. *Except in cases where available and expressly stated by us in this Opinion on Title, we are unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether the agents acting for such parties had the power of attorney to so act where the documents have been executed as attorneys.*
11. *This Opinion on Title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This Opinion on Title is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts herein contained only as on the date hereof.*
12. *As regards any statements and / or information specified in this Opinion on Title as being made by Developer, we have relied on the representations, declaration and confirmation made by RHPL through its Director Mr. Patik Patel under the said Declaration dated 16th December, 2022 and have not independently verified the same.*
13. *We express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advice after the date of this Opinion of any changes in the foregoing or any changes of*



circumstances of which we may become aware that may affect our observations contained herein.

14. *We presume that the vendors of the said Property (in case of individuals) specified in the documents of title are the only legal heirs having right title and interest in the said properties and we have not independently verified whether there are any other heirs entitled to any share in the same. We have further presumed that all the statements contained in the registered documents of title are correct.*
15. *For the purpose of this Opinion, we have presumed that the legal heirs who have signed in capacity as confirming parties in the documents of title have confirmed the transfer of the property as also the shares of the transferor from the remaining parties in favour of the owners therein or its predecessors-in-title.*
16. *We assume that technical diligence in respect of the said Property as regards the requisite development and building permissions, orders passed under the ULC Act, user of the said Property, development impediments, physical surveys, reservations, compliance of the conditions mentioned in all orders and /or letters issued in respect of the said Property under the applicable acts has been duly completed. We have not seen the DP Remarks/ DP plan in respect of the said Property.*
17. *We presume that with respect to the said Property or any part thereof: there are no pending land acquisition proceedings; No notices including any notice for acquisition, requisition or set back by the Government, Central or State or by the MCGM or any other local, or public body or authority in respect of the Property have been issued to, served upon or received by RHPL or their agents or any person on their behalf; the present title holders of the said Property and/ or their predecessors in title are residents in India; has motorable road access from a public road; is not affected by any reservations; there are no religious structures; does not fall within 100 meter of any heritage building; does not fall under eco sensitive zone; is free from encroachments; does not fall under / is not affected by forest/ private forest; there are no wells, which are accessible to the public at large; does not fall within the Coastal Regulation Zone; was not held by Adivasi/Tribal at any point in time; was not/is not reserved for gurcharan/grazing; is not subject to any easementary rights and/or right of way; does not fall under the category of a Prohibited Area or a Regulated Areas as defined and prescribed under the Ancient Monument and Archaeological Site and Remains (Amendment and Validation) Act, 2010; the Memorandum of Association and Articles of Association of RHPL do not prevent the sale/lease/mortgage of the said Property; is not a salt pan land; there are no electricity sub-stations, high tension wires, underground pipes etc. running over/ through it; there have been no adverse/ prohibitory orders passed under any suits/ proceedings including any orders restraining development and/or mortgage and/or any transfer of the said Property or any part thereof or in any manner whatsoever; there is no attachment or prohibitory order for any statutory dues including land revenue tax, income tax, excise duty and sales tax liabilities by which the title holders are restrained or prohibited from transferring their right, title and interest in the said Property or any part thereof; all taxes, levies and government dues have been paid*



till date; there are no pending Income tax/ Excise or custom proceedings or any interim orders passed therein affecting the said Property or any part thereof; there are no contingent liabilities in the accounts of RHPL; has not been contributed to a partnership firm; is not affected by wet lands, mangroves; no orders and/or proceedings in relation to the Urban Lands (Ceilings and Regulation) Act, 1976; is not affected by reservation for any defense areas.

18. *We have not seen the TILR plan / sanctioned plans with respect to the said Property nor any individual plan of each CTS number forming part of the said Property. Further, we presume that the said Property is contiguous.*
19. *We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this Opinion.*
20. *This Opinion is for the limited purpose of recording the events that have transpired in respect of the Property.*

Dated this 17th day of June, 2022.

Yours faithfully,

Dhaval Vussonji & Associates
Advocates & Solicitors