



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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NL/DJM/11141/

TITLE CERTIFICATE

Re: All that piece and parcel of land admeasuring about 8,983.55 square meters being part of Cadastral Survey No.2193 of Bhuleshwar Division, Mumbai ("the said Land")

We have been requested to investigate the title of Marine Drive Hospitality Realty Private Limited ("**the Company**"), to the said Land, having its registered office at DB House, Gen A.K Vaidya Marg, Goregaon (East), Mumbai - 400 063.

1. STEPS:-

For the purpose of issuing the Title Certificate ("**the Certificate**") we have caused to undertake the following steps:-

- (i) Examined the original title deeds on 19th April, 2017 with respect to the said Land, a list of which is annexed hereto and marked as **Annexure "A"**.
- (ii) Perused copies of the deeds, documents and writings with respect to the said Land, a list of which is annexed hereto and marked as **Annexure "A-1"**.
- (iii) Caused searches to be conducted at the office of the Sub-Registrar of Assurances, Mumbai with respect to the said Land for a period of 73 years from 1944 till June 2017, a list of the documents reflected in the search report is annexed hereto and marked as **Annexure "B"**.
- (iv) Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in/21 in respect of the charges/mortgages created by the Company in respect of the said Land.

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- (v) Examined the Property Register Card dated 18th May, 2015 with respect to the said Land.
- (vi) Examined the Development Plan Remark dated 2nd November, 2013.
- (vii) We have taken a Declaration from the Company of even date with respect to the facts which cannot be otherwise ascertained from the public records.
- (viii) We have issued a public notice on 31st April, 2017 in Free Press Journal Mumbai edition (English), and (b) Maharashtra Times Mumbai edition (Marathi) and (c) public notice dated 4th May, 2017 in Times of India Mumbai Edition (English) inviting objections and/or claims from persons with respect to the said Land.
- (ix) Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in/21 in respect of the charges/mortgages created by Sheth Creators and Homemakers Private Limited ("SCHPL") and Sheth Creators Private Limited ("SCPL").
- (x) In connection with this Title Certificate, it may be noted that the searches undertaken at the offices of the Sub Registrar of Assurances, the records available for certain years are in torn and mutilated condition and searches at the website of Registrar of Companies are subject to the availability of records.

2. CHAIN OF TITLE:-

- (i) By and under an Indenture of Conveyance dated 25th May, 1995 executed by and between (1) Nakhuda Mohamed Amin Rogay, (2) Aziz Mulla, (3) Mohamed Abbas Mohamed Ismail Khatkhatay, (4) Mohamed Saeed Munshi and (5) Mohammed Masood Bhajji being Trustees of Rogay Charities, a Public Charitable Trust registered under the provisions of the Bombay Public Trust Act, 1950 therein referred to as "the Vendors" of the One Part and Suresh Estates Private Limited therein referred to as "the Purchasers" of the Other Part, and registered with the office of the Sub-Registrar of Assurances under No. BBE/1813/1995, the Vendors therein conveyed the said Land in favour of Suresh Estates Private Limited ("SEPL"), for a consideration and on the terms and conditions more specifically recorded therein.

19

- (ii) By and under an Indenture of Conveyance dated 7th August, 2006 executed between Suresh Estates Private Limited, therein referred to as the "Vendors" of the one part and the Company herein (then known as NeelKamal Marine Drive Developers Private Limited) therein referred to as "the Purchasers" of the Other Part and registered with the Sub Registrar of Assurances bearing Registration No. BBE-7031 of 2006, Suresh Estates Private Limited has conveyed the said Land in favour of the Company in the manner as stated therein.
- (iii) The name of NeelKamal Marine Drive Developers Private Limited was changed to D.B. Hospitality Private Limited on 13th May, 2007. The same is evident vide a Fresh Certificate of Incorporation issued by the Registrar of Companies.
- (iv) The name of D.B. Hospitality Private Limited was changed to Marine Drive Hospitality Realty Private Limited on 10th March, 2014. The same is evident vide a Fresh Certificate of Incorporation issued by the Registrar of Companies.
- (v) The said Land is a part of the larger land admeasuring 13,230 square meters ("said Larger Land"). The sub division of the said Land from the said Larger Land is to be undertaken.
- (vi) There is a covenant in the Indenture of Conveyance dated 25th May, 1995 (as stated above) wherein, Suresh Estates Private Limited is obliged to undertake a sub division of the said Land from the said Larger Land and in the event of Municipal Corporation of Greater Mumbai ("MCGM") requiring any additional or extra open space to be kept for such sub division, then the same shall be made available out of the said Land.
- (vii) The name of the Company with respect to the said Land is mutated on the property register card.
- (viii) By and under a Joint Development Agreement dated 31st March, 2016 executed by and between the Company therein referred to as the Owner of the First Part and Sheth Creators and Homemakers Private Limited therein

19

referred to as "SCHPL" of the Second Part and Sheth Creators Private Limited therein referred to as "SCPL" of the Third Part and registered with the office of the Sub Registrar of Assurances under Serial No. BE-5/1992 of 2016 ("the said DA"), the Company has agreed to jointly develop the said Land with SCHPL and SCPL in the manner more specifically stated therein.

3. RESERVATION:-

- (i) The said Land is in residential zone. It was *inter-alia* affected by a reservation of Municipal Primary School, Play Ground and Secondary School ("said Reservations"). It was also affected by CRZ. Since the said Land is situated within 30 meters from railway boundaries, the necessary NOC from the railways will be required to be undertaken for the development of the said Land.
- (ii) By and under a Notice dated 7th July, 1997 ("First Notice") addressed by Suresh Estates Private Limited to the Government of Maharashtra (through the Secretary Urban Development Department) and MCGM under the provisions of the Maharashtra Regional Town Planning Act, 1966, Suresh Estates Private Limited has requested them to acquire the reservations on the said Land within a period of 6 months from the date of the issuance of the First Notice in the manner as stated therein and pay the compensation failing which the reservations shall be deemed to be lapsed.
- (iii) By and under another Notice dated 16th August 1997 addressed by Suresh Estates Private Limited to the Government of Maharashtra (through the Secretary Urban Development Department) and MCGM ("Second Notice"), Suresh Estates Private Limited was once again called upon to act in accordance with the First Notice.
- (iv) By and under a Notice dated 26th April, 2005 ("Third Notice") addressed by Suresh Estates Private Limited to the Government of Maharashtra (through the Secretary Urban Development Department) and MCGM under the provisions of section 127 of the Maharashtra Regional Town Planning Act, 1966, Suresh Estates Private Limited has requested them to acquire the reservations on the said Land within a period of 6 months from the date of the issuance of the Third Notice in the manner as stated therein and pay the

19

compensation failing which the reservations shall be deemed to be lapsed.

- (v) Government of Maharashtra vide its Letter 18th July 2006 bearing Ref. No.TPB-4305/3199/Pra.Kra.129/06/Navi-11 addressed to MCGM has *inter-alia* duly conveyed that the reservations pertaining to the Primary School, Playground and 12.20 meters D. P. Road stands lapsed.
- (vi) Government of Maharashtra vide its Letter 11th December 2008 bearing TPB-4308/2199/310/08 addressed to MCGM has *inter-alia* duly conveyed that the reservations pertaining to the Secondary School stands lapsed.
- (vii) Pursuant to communications between Western Railway Mumbai Central and MCGM as evidenced in (a) the Letter dated 23rd April, 2009 addressed by the Western Railway Mumbai Central to the Executive Engineer Building Proposal – City III, (b) the Letter dated 7th May, 2009 addressed by MCGM to the Western Railway Mumbai Central (c) the Letter dated 20th August, 2009 addressed by MCGM to the Western Railway Mumbai Central and (d) the Letter dated 23rd April, 2009 addressed by the Western Railway Mumbai Central to the Executive Engineer Building Proposal – City III; it is reflected that Railway NOC is not required since the distance between the railway boundary and the building line (for the development of the said Land) is more than 30 meters.
- (viii) Prior to the Notification issued by the Ministry of Environment and Forest, New Delhi vide S. O. 19(E) dated 6th January 2011 (“**CRZ 2011 Notification**”), the said Land was affected by CRZ.
- (ix) Post issuance of the CRZ 2011 Notification, the Company has applied to MCZMA that the said Land is not affected by CRZ.
- (x) The Company has also filed against MCZMA a Writ Petition (L) No. 3127/2014 before the Hon’ble Bombay High Court. The Hon’ble Bombay High Court has vide its order dated 17th December, 2014 disposed of the Writ Petition (L) No. 3127/2014 with appropriate direction of MCZMA.
- (xi) MCZMA has in its meeting held on 13th January 2015 duly held that the said Land is not affected by CRZ in pursuance of the CRZ 2011 Notification.

19

- (xii) By and under a letter dated 25th January 2015 bearing Reference No. CRZ2014/CR 157/TC 4 addressed by the MCZMA to the Chief Engineer DP, MCGM, the Environment Department, MCZMA stated that the said Land does not fall within the 100-meter line from HTL for Back Bay, as per the provisions of the CRZ Notification of 2011 and hence the said Land does not fall under the ambit of CRZ Notification of 2011

4. MORTGAGE AND CHARGES: -

- (i) By and under a Common Term Loan Agreement dated 30th April, 2007 ("**Common Term Loan Agreement**") executed by and between the Company therein referred to as the "Borrower" of the First Part and (1) Punjab National Bank therein referred to as "PNB" (2) Allahabad Bank (therein referred to as the "AB") (3) Indian Overseas Bank therein referred to as the "IOB" (4) Indian Bank therein referred to as the "IB" (5) UCO Bank (therein referred to as the "UB") (6) Punjab and Sind Bank (therein referred to as the "PSB") and (7) Central Bank of India therein referred to as the "CBI" (collectively therein referred to as "**the Lenders**") of the Second Part and Punjab National Bank (therein referred to as the "Confirming Party") of the Third Part; the Lender therein sanctioned to the Borrower therein rupee term loan not exceeding an aggregate of Rs. 550 crores (Rupees Five Hundred and Fifty Crores) in the manner and on the terms and conditions as stated therein.
- (ii) By and under an Indenture of Mortgage dated 30th April, 2007 ("**2007 Indenture of Mortgage**") executed by and between the Company (therein referred to as the "Borrower" or "Mortgagor") of the First Part and IL&FS Trust Company Limited (therein referred to as the "Mortgagee") of the Second Part and registered with the office of the Sub-Registrar of Assurances bearing Reg. No. BBE-2/4123 of 2007, the Borrower therein *inter alia* created an English Mortgage on the said Land in favour of IL&FS Trust Company Limited acting as the Security Trustee (pursuant to a Security Trustee Agreement dated 30th April, 2007 executed amongst the Borrower therein, the Lenders and the IL&FS Trust Company) to secure the mortgage debt of Rs. 550 crores (Rupees Five Hundred and Fifty Crores).



- (iii) By and under an Addendum No. 1 to Common he Term Loan Agreement dated 11th November, 2008 ("**Addendum No.1**") executed by and between the Company therein referred to as the "Borrower" of the First Part and (1) Punjab National Bank therein referred to as "PNB" (2) Allahabad Bank (therein referred to as the "AB") (3) Indian Overseas Bank therein referred to as the "IOB" (4) Indian Bank therein referred to as the "IB" (5) UCO Bank (therein referred to as the "UB") (6) Punjab and Sind Bank (therein referred to as the "PSB") and (7) Central Bank of India therein referred to as the "CBI", CBI has expressed its inability to participate in financing of the project on the terms and conditions as envisaged in the Common Term Loan Agreement.
- (iv) By and under an Addendum No. 2 to Common Term Loan Agreement dated 10th February, 2009 ("**Addendum No.2**") executed by and between the Company therein referred to as "the Borrower" of the First Part and (1) Punjab National Bank therein referred to as "PNB" (2) Allahabad Bank therein referred to as the "AB" (3) Indian Overseas Bank therein referred to as the "IOB" (4) Indian Bank therein referred to as the "IB" (5) UCO Bank therein referred to as the "UB" and (6) Punjab and Sind Bank therein referred to as the "PSB" (therein collectively referred to as "Existing Lenders") of the Second Part and Bank of India therein referred to as the "BOI" and/or "New Lender" of the Third Part and Punjab National Bank therein referred to as the "Lead Bank" of the Fourth Part, the Existing Lenders were desirous of revising the terms of the Common Term Loan Agreement upon the exit of CBI and the inclusion of BOI.
- (v) By and under a Supplementary Indenture of Mortgage dated 10th February 2009 ("**2009 Supplementary Indenture of Mortgage**") executed by and between the Company therein referred to as the "Borrower" or the "Mortgagor" of the First Part and IL&FS Trust Company Limited therein referred to as the "Security Trustee" or the "Mortgagee" of the Second Part, the 2007 Indenture of Mortgage was amended/modified in a manner more specifically recorded therein.
- (vi) Pursuant to the repayment of the amounts by the Company, which were due as per the Common Term Loan Agreement, Addendum 1 and Addendum 2, a Deed of Reconveyance was executed by and between IL&FS Trust Company Limited (therein referred to as the "Mortgagee/ Security Trustee")

and the Company (therein referred to as the "Borrower/Mortgagor") and registered with the office of the Sub Registrar of Assurances at Mumbai bearing Registration No. BBE/1/610 of 2010, the Security Trustee therein released the mortgage and charge held by the Security Trustee therein on the said Land.

- (vii) By and under a Letter dated 11th January 2010 addressed by IFCI Limited to the Company, IFCI Limited ("**IFCI Sanction Letter**") gave its 'in-principle' approval to the Company for a Rupee Term Loan of Rs. 250 crores (Rupees Two Fifty Crore Only) ("**IFCI Loan**") subject to certain terms and conditions more particularly stated therein. A Rupee Term Loan dated 12th January 2010 was also executed by and between IFCI Limited and the Company in accordance with the IFCI Sanction Letter.
- (viii) By and under a Letter dated 14th January 2010 bearing reference no. HO/SAMG/2010/4586 addressed by IFCI Limited in favour of the Company, IFCI Limited modified the IFCI Sanction Letter in the manner as stated therein.
- (ix) The Company has duly created a mortgage in favour of IFCI Limited by deposit of the original title deeds to *inter-alia* secure the IFCI Loans and the interest thereof and the same is duly recorded in the Declaration dated 28th January 2010 executed by the Company in favour of IFCI Limited.
- (x) Thereafter, the Company has availed of a loan from Central Bank of India amounting to Rs. 100 crores (Rupees One Hundred Crore) ("**CBI Loan**") and created a second mortgage on the said Land in favour of Central Bank of India by deposit of the original title deeds and the same is duly recorded in the Letter dated 30th April 2010 whereby IFCI agreed to act as an agent of Central Bank of India to hold and retain the title deeds of the said Land in custody of IFCI Limited.
- (xi) In the meantime, IFCI Limited has rescheduled the repayment of the IFCI Loan for a period of 4 (four) years including a moratorium of one year from January 2012 subject to certain terms and conditions as recorded in the Letter dated 24th October, 2011 addressed by IFCI Limited to the Company.

- (xii) By and under a Deed of Assignment dated 30th June 2014 executed by and between Central Bank of India ("therein referred to as the Seller/Assignor") of the First Part and Edelweiss Asset Reconstruction Company (therein referred to as the "Assignee") of the Second Part, the Assignors therein assigned the then outstanding principal amount of Rs. 87,69,00,000 (Rupees Eighty-Seven Crores and Sixty Nine Lakhs only) as on 26th June, 2014 along with interest of Rs. 31,84,00,000 (Rupees Thirty-One Crore Eighty Four Lakh Only) and all the right title and interest in the said CBI Loan and all the underlying security interests, pledges and guarantees in respect of the CBI Loan.
- (xiii) By and under a Deed of Assignment dated 30th September 2014 executed by and between IFCI Limited "therein referred to as the Seller/Assignor" of the First Part and Edelweiss Asset Reconstruction Company therein referred to as the "Assignee" of the Second Part, the Assignors therein assigned the then outstanding principal amount of Rs. 154,94,62,364 (Rupees One Hundred and Fifty-Four Crores Ninety Four Lakhs Sixty Two Thousand Three Hundred and Sixty Four only) as on 30th September 2014 along with interest of Rs. 35,72,29,388/- (Rupees Thirty Five Crores Seventy-Two Lacs Twenty Nine Thousand Three Thousand Three Hundred and Eighty Eight) and all the right title and interest in the said IFCI Loan and all the underlying security interests, pledges and guarantees in respect of the IFCI Loan.
- (xiv) On 30th September, 2014 Central Bank of India addressed a letter bearing No. CFB: CR: 2014-15:1443 to the Company, Mr. Vinod Goenka and Mr. Shahid Balwa whereby Central Bank of India informed the Company, Mr. Vinod Goenka and Mr. Shahid Balwa that it had assigned all the rights and interest in respect of the said CBI Loan in favour of Edelweiss Asset Reconstruction Company Limited by way of an Assignment Agreement dated 30th June, 2014 executed by and between Central Bank of India and Edelweiss Asset Reconstruction Company Limited.
- (xv) On 7th October, 2014 Edelweiss Asset Reconstruction Company Limited addressed a letter bearing No. EdelARC/5405-2014 to the Company informing them of the assignment made by IFCI Limited in their favour with respect to the said IFCI Loan by way on an Assignment Agreement dated 30th September, 2014.

- (xvi) On 7th October, 2014 Edelweiss Asset Reconstruction Company Limited addressed a letter bearing No. EdelARC/5406-2014 to the Company informing them of the assignment made by Central Bank of India in their favour with respect to the CBI Loan by way on an Assignment Agreement dated 30th June, 2014.
- (xvii) By and under Indenture of Mortgage dated 31st March, 2016 ("**2016 Indenture of Mortgage**") registered before the office of the Sub-Registrar of Assurances, Bombay under Serial No. 2705 of 2016 executed between Sheth Creators and Homemakers Private Limited therein referred to as the "Borrower" and/or "Mortgager No. 1", Sheth Creators Private Limited therein referred to as "the Mortgagor No. 2", the Mortgagor No.1 and Mortgagor No. 2 are therein referred to jointly a "the Mortgagors" and ECL Finance Limited therein referred to as the "Lender/Mortgagee" of the Third Part , the Mortgagors therein created a mortgage on, *inter alia*, all the development rights as created under the said Sheth DA in favour of the Mortgagors with respect to the said Project together with all other undivided title and interest in the buildings, constructions and structures thereon which are constructed/ to be constructed on the said Land and the receivables generated form the Project as against the facility of Rs. 260,00,00,00,000 (Rupees Two Sixty Crore Only) granted by ECL Finance Limited.
- (xviii) We have undertaken searches with the Registrar of Companies with respect to the Company to examine the status with regard to the mortgages / charges on the said Land. The searches reflects the mortgages created by the Company with respect to the said Land in favour of IFCI Limited and Central Bank of India. It also records that the same are duly assigned to Edelweiss Asset Reconstruction Company Limited.
- (xix) We have undertaken searches with the Registrar of Companies with respect to Sheth Creators Private Limited and Sheth Creators and Homemakers Private Limited to examine the status with regard to the mortgages / charges on the said Land. The searches reflects the mortgages created by Sheth Creators Private Limited and Sheth Creators and Homemakers Private Limited with respect to the development rights on the said Land in favour of ECL Finance Limited.

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(xx) Litigation with Respect to IFCI Loan:

- (a) IFCI Limited had vide notice dated 26th May, 2011 recalled the entire Principal Amount with interest thereon and also invoked guarantees given by the Company vide letter dated 6th June, 2011 and notice dated 17th June, 2011 under Section 13(2) of SRFAESI since the Company had defaulted in repaying the IFCI Loan. Thereafter, the Company approached IFCI Limited for restructuring its loan and vide its letter dated 24th October, 2011 and IFCI limited restructured the outstanding loan. Pursuant to the restructuring of the loan IFCI Limited withdrew its notices dated 26th May, 2011 and 17th June, 2011.
- (b) Thereafter IFCI Limited issued another recall notice dated 9th January, 2014 calling upon the Company to pay the outstanding sum with applicable interest thereon. IFCI Limited also issued a notice under Section 13(2) of the SARFAESI Act dated 10th January, 2014 declaring the Company as a Non Performing Asset and called upon the Company to pay the outstanding sum.
- (c) Thereafter, the Company filed a Writ Petition bearing No. 2576 of 2014 ("**said Petition**") against IFCI Limited for quashing of the Notice dated 9th January, 2014 and Notice dated 10th January, 2014 and restraining IFCI Limited from acting upon thereupon. By way of an order dated 23rd June, 2014 the Hon'ble High Court dismissed the said Petition and did not stay the operation of the Notice dated 9th January, 2014 and Notice dated 10th January, 2014, however it restricted IFCI Limited from taking any steps to sell the said Land for a period of four weeks from the date of passing of the order.
- (d) Thereafter IFCI Limited being the Applicant filed a recovery proceeding being Original Application No. 260 of 2014 ("**said Original Application**") before the Debt Recovery Tribunal, New Delhi ("**DRT**") against the Company for recovery of Rs. 184,25,83,069/- ("**said Outstanding Amount**") being the sum outstanding as on 15th August, 2014 from the Company and, *inter-*

10

alia, prayed that the DRT (a) pass a joint and several decree issuing a certificate of recovery for the said Outstanding Amount and (b) pass an order for attachment of the said Land. An Application was filed in the said Original Application by Edelweiss Asset Reconstruction Company Limited ("**Edelweiss**") intimating the DRT that due to the assignment of the said Loan in favour of Edelweiss by IFCI Limited, the name of IFCI Limited would be substituted by that of Edelweiss as the applicant in the said Original Application. The said Original Application is still pending before the DRT.

5. APPROVALS: -

- (i) By and under a Letter dated 18th July, 2006 bearing Reference No. C/ULC/D-XV/WS-347/06 addressed by the Additional Collector & C.A., U.L.C. Brihanmumbai to Suresh Estates Private Limited, the Additional Collector & C.A., U.L.C. Brihanmumbai has granted its NOC for transfer of the said Land from the point of view of ULC.
- (ii) Vide its Letter dated 8th August, 2006 ("**the said Certified Tenants**"), MHADA has duly certified tenants on the cess structures situated on the said Land which reflected a total of 19 (nineteen) tenants.
- (iii) By and under a Letter dated 5th January 2007 bearing No. C/ULC/22/8534 addressed by the Office of the Additional Collector & C.A. ULC to the Company, the Office of the Additional Collector & C.A. ULC granted permission under section 22 of the Urban Land (Ceiling and Regulation) Act, 1976 subject to certain terms and conditions more specifically stated therein and clarified that the said Land is non vacant.
- (iv) By and under a Letter dated 21st February, 2007 bearing Reference No. 21-677/2006-IA.III ("**First MOEF Clearance**") addressed by Additional Director, Ministry of Environment and Forests to the Company, the Additional Director, Ministry of Environment and Forests accorded environmental clearance for the development of the said Land in strict accordance with the terms and conditions of the letter.
- (v) By and under a Revised NOC for Height Clearance dated 13th November,

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2009 bearing Reference No. BT-1/N.O.C.C/S.MU./06/248/1493-96 addressed by Airports Authority of India to the Company, no-objection is accorded for proposed residential/ hotel building to height of 424.424 square meters so that the structure erected shall not exceed 428.969 meters. The same was valid until 24th March, 2013.

- (vi) By and under letter dated 10th August, 2009 bearing Reference No. F.No.11-113/2008-IA-III issued by the Ministry of Environment and Forests [I-A Division], Government of India to the Company, the Ministry of Environment and Forests cancelled the First MOEF Clearance issued to the Company and accorded Environmental and CRZ clearance for the development of the said Land as per the EIA Notification 2006 and the CRZ Notification dated 19th February, 1991. Further, the Clearance records that the site falls in CRZ-II Area on landward side of the existing road and that the MCZMA had recommended the project for issue of CRZ Clearance vide its letter bearing Reference No. CRZ/CR15/TC3 dated 13th March, 2009.
- (vii) By and under a Letter dated 17th July, 2013 addressed by the Company to MHADA, the Company has applied for redevelopment of the said Land under Regulation 33(7). The Company has stated to MHADA that initially MHADA had granted its no objection for obtaining IOD and subsequently the certification of cess structure on the said Land was undertaken. Thereafter, the cess structures on the said Land were demolished and the Company initially intended to develop a hotel on the said Land. The Company was now no more desirous of building a hotel and wanted to continue with the redevelopment of the said Land under Regulation 33(7) of the DCR.
- (viii) No Objection Certificate dated 22nd November, 2013 bearing No. R/NOC/F-2193/8875/MBRRB-13 ("**First MHADA NOC**") is issued by the MHADA to the Company for redevelopment of Building No. 285A-287A admeasuring 989.98 square meters bearing Cess No. C-4073 (1-2) on the said Land with FSI 2.5 or FSI required for rehabilitation of existing occupiers plus 50% incentive, whichever is higher in accordance with earlier DC regulation 33(7) and Appendix III to Regulation 33(7) subject to certain terms and conditions more specifically stated therein.

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- (ix) By and under a Letter dated 22nd October, 2014 bearing Reference No. R/NOC/F-2193/56/MBRRH-14 addressed by MHADA to the Company, MHADA corrected Condition No. 13 of the First MHADA NOC by correcting surplus area mentioned therein as 574.45 square meters to 53.31 square meters.
- (x) By and under a Letter dated 20th December 2014 issued by the MHADA, Building No. 285E situated on the said Land is certified as cess and the same occupied by tenant Shri Munshi Abdul Muhid Baakza (with whom the litigation is ongoing as stated hereinbelow).
- (xi) By and under a Resolution passed by the Government of Maharashtra dated 5th May, 2015 bearing No. TPB 4315/28/CR-12/2015UD-11, the Government of Maharashtra has sanctioned the boundary of Marine Drive Precinct for the purpose of sanctioning the Heritage Buildings/ Precincts and it appears that the said Land does not form part of such demarcation.
- (xii) By and under a revised NOC issued by MHADA bearing No. revised NOC/F-2193/3298/MBRRB-15 dated 8th May, 2015 ("**Second MHADA NOC**") to the Company, the First MHADA NOC was revised and the FSI granted was revised to 3.00 from 2.5 FSI for the redevelopment of building No. 285A-287A and 285E bearing cess ward No. 4073 (1-2) and 4045(3).
- (xiii) By and under a Letter dated 26th September 2016 bearing Reference No. Ch.E/1665/Mc/Roads & Tr./MC/C-71 addressed by MCGM to the Company, Letter of Intent is granted under Regulation 33(24) of DCR for development of multi storied public parking lot ("**PPL**") for accommodating 779 LMV's + 24 LCVs and 4HMs i.e. total 807 public parking spaces for total built up area of 40,990 square meters proposed in 3 level basement + Ground + 1 to 4 podium floors subject to the terms and conditions mentioned therein. The Company shall be eligible for incentive FSI in lieu of undertaking PPL.

6. LITIGATION:-

- (i) One, (i) Social Welfare Society, (ii) Bharat Thakkar, (iii) Ashwin Thakkar, (iv) Kirit Thakkar, (v) Shambhubhai Thakkar, (vi) Shivji Majethia (the Plaintiffs)

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have filed a declaratory suit being R.A.D. Suit No. 1020 of 2007 in the Court of Small Causes at Mumbai to seek a declaration of tenancy rights with respect to a shed admeasuring 3100 square feet situate on the said Land. The Suit is filed against (i) Ruby Automobiles Engineers, (ii) Asit Shah, (iii) Kashyap Parekh, (iv) Gangaben Parekh, (v) Tyre Corporation of India Ltd. and (vi) the Company (the Defendants). The Suit is filed on the basis that the Plaintiffs were licensee of Ruby Automobiles Engineers as on 1st February, 1973. Therefore, the Plaintiffs were deemed tenants of Ruby Automobiles Engineers. It also records that the Tyre Corporation of India Ltd. (earlier known as National Rubber Manufacturing Ltd.) were inducted by the Plaintiffs as licensee. It seems that thereupon Tyre Corporation of India Ltd. was in possession of the suit premises. Subsequently, Tyre Corporation of India Ltd. has vide a Deed of Surrender of Tenancy dated 8th June, 2007 executed between Tyre Corporation of India Ltd. and Ruby Automobiles Engineers and registered with the Sub-Registrar of Assurances under serial No. 6840 of 2007, duly surrendered its tenancy and occupancy rights with respect to the suit premises. The Plaintiffs have sought to assail the same. The said suit is pending.

- (ii) On a portion of the said Land, there exists structure known as Baakza House. The Company has filed a suit in the Court of Small Causes at Mumbai being R.A.E. Suit No. 245 of 2007 against the tenant, Mr. Basid Baakza to seek his eviction. The suit is filed primarily on the ground that the Defendant has undertaken unauthorized construction on the suit property. The Defendant has filed is written statement in the matter. The original Defendant has died and thereupon his legal heirs and representatives being (1) Mrs. Farrukh Basid Baakza, (2) Mr. Anwar Basid Baakza, (3) Ms. Alia Basid Baakza and (4) Mr. Khurram Basid Baakza are brought on record.

7. **PUBLIC NOTICE:-**

- (i) Public notices dated 8th June, 2015 were issued on behalf of the Company in newspapers (a) Free Press Journal Mumbai edition (English), (b) Maharashtra Times Mumbai edition (Marathi) and (c) Times of India Mumbai edition (English) with respect to the development of the said Land and inviting any claims against the said Land. We have not received any claim or responses to the public notices.

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- (ii) Public notices dated 27th August, 2015 were issued on behalf of the Company in the newspapers (a) Free Press Journal Mumbai edition (English) and (b) Navshakti Mumbai edition (Marathi) to inform that the original of the Indenture of Conveyance dated 25th May, 1995 executed by and between (1) Nakhuda Mohamed Amin Rogay, (2) Aziz Mulla, (3) Mohamed Abbas Mohamed Ismail Khatkhatay, (4) Mohamed Saeed Munshi and (5) Mohammed Masood Bhajji being Trustees of Rogay Charities, a Public Charitable Trust registered under the provisions of the Bombay Public Trust Act, 1950 therein referred to as "the Vendors" of the One Part and Suresh Estates Private Limited therein referred to as "the Purchasers" of the Other Part, and registered with the office of the Sub-Registrar of Assurances under No. BBE/1813/1995 is not in custody of the Company and is a misplaced. The Company had also lodged a complaint with the local police station bearing No. 2711 of 2015 on 26th August, 2015.
- (iii) Public notices dated 30th April, 2017 were issued on behalf of the Company in newspapers (a) Free Press Journal Mumbai edition (English), and (b) Maharashtra Times Mumbai edition (Marathi) and (c) public notice dated 4th May, 2017 was published in Times of India Mumbai edition (English) with respect to the development of the said Land and inviting any claims against the said Land. We have not received any claim or responses to the public notices.
- (iv) We have received the following objections to the aforesaid public notices:
- a) Letter from Mr. Mohamed Hamid Siddiq Khan dated 9th May, 2017 ("**said First Notice**") in response to the public notice dated 4th May, 2017 published in the Times of India Mumbai Edition (English) with respect to the ownership of the said Land wherein he has alleged that the said Land belongs to the Wakf Board.
- b) Letter dated 11th May, 2017 addressed by Narayan & Narayan Advocates and Solicitors on behalf of their client Social Welfare Society ("**said Second Notice**") in response to the public notice dated 4th May, 2017 published in the Times of India Mumbai Edition (English) with respect to ownership of the shed admeasuring 3100

12

square meters along with the mezzanine floor on the said Land ("**said Shed**").

- c) Letter dated 11th May, 2014 addressed by Sheth Creators and Homemakers Private Limited and Sheth Creators Private Limited ("**said Third Notice**") in response to the public notice dated 4th May, 2017 published in the Times of India Mumbai Edition (English) stating that the said DA is still in subsistence and that they have created a charge over their development rights in favour of ECL Finance Limited.
- d) Letter dated 17th May, 2017 addressed by Cyril Amarchand Mangaldas on behalf of their clients, IIRF Holdings VII Limited and Infrastructure Leasing and Financial Services Realty Fund ("**said Fourth Notice**") in response to the public notice dated 4th May, 2017 published in the Times of India Mumbai Edition (English) stating that they are the shareholders of the Company and any transaction cannot be undertaken without their affirmative vote. The Company has declared that the IIRF Holdings VII Limited is not a shareholder of the Company
- (v) In response to the said Notice, we addressed a letter dated 12th May, 2017 to Mr. Mohamed Hamid Siddiq Khan, inter alia stating that Mr. Mohamed Hamid Siddiq Khan had failed to produce any documents evidencing that the said Land vests in the Wakf Board. Till the date hereof, we have not received any response to our reply dated 12th May, 2017.
- (vi) In response to the said Second Notice we addressed a letter dated 12th May, 2017 to Narayan & Narayan Advocates and Solicitors stating that they have no rights in the said Shed as the said Shed has been duly surrendered in favour of the Company. Till the date hereof, we have not received any response to our reply dated 12th May, 2017.

8. WAKF

- (i) There have been several letters and complaints addressed by one Mr. Hamid Mohamed Siddiq Khan to various public authorities i.e. (a) Minister,

19

Ministry of Minority Affairs, (b) Chief Minister of Maharashtra, (c) Minister of Minority Development Department, (d) Principal Secretary, Minority Development Department, (e) Jt. Secretary, Minority Development Department, (f) Chief Executive Officer, Maharashtra State Board of Wakf, (g) Regional Wakf Officer, *inter alia* alleging that the said Land is a wakf property. We have been informed by the Company that with respect to this issue no judicial proceedings have been instituted by the Mr. Hamid Mohamed Siddiq Khan in any court of law.

- (ii) Subsequently, Municipal Corporation of Greater Mumbai has addressed a Letter dated 18th May 2011 to the architects of the Company stating that a representation has been received from Mr. Hamid Mohamed Siddiq Khan regarding the said Land objecting for the development on the said Land being 'Wakf Property' without NOC from the Wakf Board and requesting the Company to submit their explanation together with supporting documents in respect thereof. The Company in its response to the said Letter dated 18th May 2011 from the Municipal Corporation of Greater Mumbai, have stated that the sale of the said Land was undertaken on 7th May 1994, being prior to the day on which the Wakf Act, 1995 came into force (i.e. on 1st January 1996).
- (iii) Thereupon, a complaint was also filed by one Samad Aziz Khan vide its Letter dated 2nd July, 2015 addressed to (a) the Office of the Collector, (b) the Sub Registrar Mumbai City and (c) Superintendent City Survey alleging that the said Land is wakf property.
- (iv) Thereafter a fresh complaint was filed by Mr. Hamid Mohamed Siddiq Khan vide its Letter dated 31st July, 2015 to (a) Minister Minorities Development Department and Wakf, (b) Additional Chief Secretary of Minorities Development Department, (c) Chief Executive Officer, Maharashtra State Board of Wakfs, (d) Principal Secretary Revenue, (e) Hon'ble Collector and (f) Superintendent of City Survey Land records reiterating all that had been stated in his previous complaints.
- (v) On 17th August, 2015 the Office of the District Collector addressed two separate letters to Samad Aziz Khan, informing them that a hearing had been scheduled with the Office of the District Collector with respect to the

complaints filed by them on 28th August, 2015.

- (vi) In pursuance of the complaints addressed by Mr. Hamid Mohamed Siddiq Khan and Samad Aziz Khan and the hearing to be conducted before the Office of the District Collector on 28th August, 2015 ("**said Superintendent Proceedings**"), the Hon'ble Wakf Board, Maharashtra addressed a Letter dated 26th August, 2015 to the Superintendent Mumbai City and Land Records directing the Superintendent Mumbai City and Land Records to draw up a report establishing whether the said Land is a wakf land or not.
- (vii) The Company addressed a Letter dated 10th October, 2015 to the Superintendent Mumbai City and Land Records clarifying that the said Land is not a Wakf land as the Wakf Act, 1995 is not applicable to lands sold prior to the Wakf Act, 1995 coming into force. Further vide a Letter dated 13th October, 2015 addressed by the Company to the Superintendent Mumbai City and Land Records, the Company referred to the hearings conducted by the Superintendent Mumbai City and Land Records and contended that the hearing being conducted are illegal and exceed the jurisdiction of the Superintendent Mumbai City and Land Records.
- (viii) In the midst of the proceedings being conducted before the Superintendent Mumbai City and Land Records the Company filed a contempt petition bearing No. (L) 94 of 2015 in the Hon'ble High Court, Bombay against Mr. Hamid Mohamed Siddiq Khan and the same is still pending before the Hon'ble High Court,
- (ix) Pursuant thereto vide Letters dated 26th October, 2015 addressed by the Company to Superintendent Mumbai City and Land Records it requested the Superintendent Mumbai City and Land Records to refrain from taking legal action on the basis of the vexatious and false claims.
- (x) By and under a letter dated 12th January, 2016 addressed by the Maharashtra State Wakf Board to the Superintendent Mumbai City and Land Records ("**the Impugned Letter**"), it was informed by the Maharashtra State Wakf Board that a portion of the said Land admeasuring 349 square yards is a property of Wakf. It has further requested that Mutation Entry No. 2378 of 2015 to 2355 of 2015 whereby the name of the Company is updated on



the property register card, should be deleted and requested the name of the Wakf to be reinstated on the property register card.

- (xi) Thereafter, the Company addressed a Letter dated 2nd March, 2016 to the Superintendent Mumbai City and Land Records reiterating that the Land admeasuring 349 square yards is not a Wakf Land as the gazette list of Wakf properties in the City of Mumbai does not include the said Land and there is no valid basis to cancel the mutation made in favour of the Company in the said PR Card.
- (xii) The Company has instituted a Writ Petition before the Hon'ble Bombay High Court being Writ Petition No. 1014 of 2016 wherein it has sought a declaration that the Impugned Letter is void ab initio and has no legal efficacy. The Hon'ble High Court has vide its order dated 26th September, 2016 disposed of the said Writ Petition with a direction that any application for mutating the name of Maharashtra State Wakf Board should be considered only after giving a full hearing to the Company. The Company has challenged the order of the Hon'ble Bombay High Court before the Hon'ble Supreme Court of India vide SLP No. 525 of 2017 ("said SLP"). While the said SLP is pending in the Hon'ble Supreme Court, the Superintendent Mumbai City and Land Records has duly decided the application on 15th March, 2017 and has rejected the application of the Maharashtra State Wakf Board. In view of the same, the said SLP was also disposed of on 31st March, 2017
- (xiii) Furthermore, orders dated 29th May, 2017 bearing No. CSLR/S&LR-1/T-3/Bhueshwar/S.No.2193/Hearing Order/2017 were passed in the said Superintendent Proceedings with respect to the complaint filed by Mr. Hamid Mohamed Siddiq Khan and Mr. Samad Aziz Khan whereby the Superintendent held that the said Land is not a Wakf Land and did not object to the name of the Company being recorded in the Property Register Cards of the said Land and proceeded to reject the complaint filed by Mr. Hamid Mohamed Siddiq Khan and Mr. Samad Aziz Khan
- (xiv) Enactment and Enforcement of the Mussalman Wakf Act, 1923 ("1923 Wakf Act"), the Bombay Public Trusts Act, 1950 ("said BPT Act") and the Wakf Act, 1995 ("1995 Wakf Act")

- (a) In the year 1923, the Mussalman Wakf Act, was enacted to make provision for the better management of wakf property and for ensuring the keeping and publication of proper accounts in respect of such properties. By and under Bombay Act (XVIII of 1935) certain provisions of the Mussalman Wakf Act were amended in its application to Bombay Presidency. Clause 2 (e) of the Mussalman Wakf Act defines "wakf" to mean permanent dedication by a person professing Mussalman faith of any property for any purpose recognized by the Mussalman law as religious, pious or charitable, but does not include any wakf, such as is described in section 3 of the Mussalman Wakf Validating Act, 1913, under which any benefit is for the time being claimable for himself by the person by whom the wakf was created or by any of his family or descendants. The Mussalman Wakf Act neither enables nor prohibits any sale, exchange, gift or hypothecation of any 'wakf property', however the absence of a statutory provision would not absolve the owner of the wakf land from obtaining sanction of the appropriate Court/Forum in order to mortgage or alienate the wakf property.
- (b) In the year 1950, the said BPT Act was enacted to regulate and to make better provision of the administration of public religious and charitable trusts in the State of Bombay. In pursuance of section 85 of the BPT Act, the Mussalman Wakf Act stood repealed and the public charitable properties coming within the domain of the Mussalman Wakf Act to the extent it applied in State of Bombay stood governed by the BPT Act.
- (c) Section 85 of the BPT Act is reproduced for the ease of reference:
"85. Repeals:
- (1) *The Religious Endowments Act, 1862, is hereby repealed.*
 - (2) *On the date of the application of the provisions of this Act to any public trust or class of trusts under subsection (4) of section 1 hereinafter in this section referred to on the said date the provisions of the Act specified in Schedule A which apply to such trust or class of trusts*

shall cease to apply to such trust or class of trusts.

- (3) Save as otherwise provided in this section such repeal or cessation shall not in any way affect –
- (a) any right, title, interest, obligation or liability already acquired, accrued or incurred before the said date,
 - (b) any legal proceedings or remedy in respect of such right, title, interest, obligation or liability, or
 - (c) anything duly done or suffered before the said date.
- (4) Notwithstanding anything contained in subsection (3) all proceedings pending before any authority under the Mussalman Wakf Act, 1923 as amended by the Mussalman Wakf Bombay Amendment Act, 1935, the Bombay Public Trusts Registration Act, 1935, or the Parsi Public Trusts Registration Act, 1936, immediately before the said date shall be transferred to the Charity Commissioner and any such proceedings shall be continued and disposed of by the Charity Commissioner or the Deputy or Assistant Charity Commissioner as the Charity Commissioner may direct. In disposing of such proceedings the Charity Commissioner, the Deputy Charity Commissioner or the Assistant Charity Commissioner, as the case may be, shall have and exercise the same powers which were vested in and exercised by the Court under the Mussalman Wakf Act, 1923 as amended by the Mussalman Wakf (Bombay Amendment) Act, 1935, and by the Registrars under the Bombay Public Trusts Registration Act, 1935, and the Parsi Public Trusts Registration Act, 1936, and shall pass such orders as may be just or proper.
- (5) All records maintained by the authority or Court under any of the Acts referred to in subsection (4) shall be transferred to the Charity Commissioner or to the Deputy or Assistant Charity Commissioner as the Charity Commissioner may direct." (emphasis supplied)
- (d) Schedule A to the BPT Act as referred to in sub-section 2 of section 85 of the BPT Act reflects the Mussalman Wakf Act as amended by Bombay XVIII of 1935.

- (e) It is pertinent to note that the Rogay Charities (the predecessor in title of Suresh Estate Private Limited) was registered under the provisions of the BPT Act bearing registration number PTR. No. 294 (Bombay). Section 2(13) of the BPT Act, defines "public trust" to mean an express or constructive trust for either a public religious or charitable purpose or both and includes a temple, a math, a wakf, church, synagogue, agiary or other place of public religious worship, a dharmada or any other religious or charitable endowment and a society formed either for a religious or charitable purpose or for both and registered under the Societies Registration Act, 1860. Section 36 of the BPT Act provides that no sale, exchange or gift of any immovable property and no lease for period exceeding ten years in the case of agricultural land or for a period exceeding three years in the case of non-agricultural land or a building, belonging to a public trust, shall be valid without the previous sanction of the Charity Commissioner. It also provides that sanction may be accorded subject to such condition as the Charity Commissioner may think fit to impose, regard being had to the interest, benefit or protection of the trust.
- (f) In the year 1954, Wakf Act, 1954 (Act 29 of 1954) ("**1954 Wakf Act**") was enacted to provide for the better administration and supervision of wakf. Section 36A of the Wakf Act 1954 *inter alia* provides that any transaction for the sale, exchange, gift or hypothecation of any immovable property which was a wakf property would be void unless such transaction for the sale, exchange, gift or hypothecation of any immovable property which was a wakf property is effected with prior sanction of the Wakf Board. However, it appears that 1954 Wakf Act although applied to certain parts of Maharashtra, the same was not adopted by the Presidency of Bombay. Therefore it is amply clear that the Rogay Charities (the predecessor in title of Suresh Estate Private Limited) continued to be governed by the said BPT Act
- (g) The sale by Rogay Charities in favour of Suresh Estate Private Limited was sanctioned by the Hon'ble High Court and pursuant thereto the Charity Commissioner has granted its sanction for the



sale of the said Land by Rogay Charities in favour of Suresh Estate Private Limited in accordance with Section 36 of the said BPT Act.

- (h) At the time of the sale of the said Land that is 25th May, 1995 the provisions of the said BPT Act was the only act that governed wakf properties in Bombay. Since the 1954 Wakf Act was never made applicable to the Greater Mumbai area of Maharashtra, the provisions of the 1954 Wakf Act would not be applicable.
- (i) Further, it is pertinent to note that the said 1995 Wakf Act was enacted by the Parliament in the year 1995 for better administration of wakf lands and was published in the gazette of India on 27th December, 1995 and adopted by the State of Maharashtra with effect from 1st January, 1996. Therefore, since the 1995 Wakf Act came into effect only after the date of the sale of the said Land (being 25th May, 1995), the provisions of the said 1995 Wakf Act would not be applicable to the said Land and the transfer of the said Land and only the said BPT act would apply to the transfer of the said Land.

9. SEARCHES AT THE OFFICE OF THE SUB-REGISTRAR:-

We have caused searches to be conducted at the office of the Sub-Registrar of Assurances, Mumbai with respect to the said Land and have engaged search clerk Mr. Ashish Jhaveri for the same. Upon a perusal of the search report issued by Mr. Ashish Jhaveri dated 9th June, 2015, 18th March, 2017 and 16th June, 2017 ("**said Reports**") the documents listed in Annexure "C" do not affect the said Land for reasons more specifically detailed in Annexure C.

10. TENANCIES: -

We have been informed by the Company that there were several occupants/tenants with respect to the non-cess structures situated on the said Land. The Company has caused the surrender of the rights of such occupants/tenants with respect to the non-cess structures situated on the said Land. The Company has thereupon duly demolished all the non-cess structures on the said Land. We have examined the copies of the documents executed with the tenants/occupants as listed in Annexure "D" hereto recording the surrender of their rights in favour of the Company. The Company has informed that save and except as listed in Annexure D hereto there

are no other tenants/occupants with respect to the non-cess structures on the said Land. The Company has also informed us that no tenants/occupants with respect to the non-cess structures on the said Land are required to be rehabilitated in the new buildings to be constructed on the said Land.

11. PROPERTY TAX AND LAND REVENUE TAX:-

- (i) There are property taxes which are due and payable by the Company to Municipal Corporation of Greater Mumbai to an extent of Rs.17,33,52,062/- (Rupees seventeen crore thirty three lakhs fifty two thousand and sixty two only) as on 31st March, 2017.
- (ii) Warrant for Attachment dated 17th March, 2015 had been issued by Municipal Corporation of Greater Mumbai bearing No. CAR/06/130/14-15 ("said Warrant") as a sum of Rs. 3,09,07,054/- (Rupees three crore and nine lakhs seven thousand and fifty four only) as the property taxes for a period commencing from 1st April, 2011 to 31st March, 2014 with respect to the said Land is not paid.
- (iii) A letter dated 26th April, 2017 bearing No. AA&C/C/96/2017-18 has been addressed by the Brihanmumbai Mahanagarpalika to the Company in pursuance of the said Warrant wherein it was stated that the said Land had been attached on 17th March, 2015 and that as on date there is no action pending in respect of the said Land as per Assessment and Collection/C Ward department.

12. CONCLUSION:-

- (i) Based on the investigation of title carried out by us, we certify that the title of the Company to the said Land is clear and marketable and free of all encumbrances subject to (a) the existing mortgages in favour of ECL Finance Limited and Edelweiss Asset Reconstruction Company (b) the rights of Sheth Creators and Homemakers Private Limited and Sheth Creators Private Limited under the said DA and (c) the warrant of attachment issued by the MCGM with respect to the outstanding property taxes.
- (ii) The Company and Sheth Creators and Homemakers Private Limited and

Sheth Creators Private Limited are entitled to develop the said Land (a) on the terms and conditions as stated in the said DA; (b) the rehabilitation of the Certified Tenants in the new buildings to be constructed on the said Land and/or as per the applicable law; (c) the outcome of R.A.D. Suit No. 1020 of 2007 in the Court of Small Causes at Mumbai; (d) the outcome of R.A.E. Suit No. 245 of 2007 in the Court of Small Causes at Mumbai; (e) the payment of all the property taxes and other statutory dues payable with respect to the said Land; (f) the compliance of all the terms and conditions of the First MHADA NOC and the Second MHADA NOC and (g) the obtainment of all the statutory approvals and permissions for the development of the said Land and the compliance thereof.

DATED THIS 16 DAY OF JUNE, 2017

For WADIA GHANDY & CO.

A handwritten signature in black ink, appearing to be 'Sheth', written over a horizontal line.

Partner

Annexure "A"***(List of Original Documents Inspected)***

- (i) Deed of Conveyance dated 7th August, 2006 registered with the Sub Registrar of Assurances bearing Registration No. BBE-7031 of 2006 executed by and between SEPL therein referred to as "the Vendors" of the One Part and NeelKamal Marine Drive Developers Private Limited therein referred to as "the Purchasers" of the Other Part.
- (ii) Rupee Term Loan Agreement dated 12th January, 2010 executed between DB Hospitality Private Limited therein referred to as the "Borrower" and IFCI Limited therein referred to as the "Lender/IFCI".
- (iii) Deed of Guarantee dated 12th January, 2010 executed by BD& P Hotels (P) Limited therein referred to as the "Guarantor" in favour of IFCI Limited therein referred to as the "Guarantee".
- (iv) Deed of Guarantee dated 12th January, 2010 executed by Associated Hotels (P) Limited therein referred to as the "Guarantor" in favour of IFCI Limited therein referred to as the "Guarantee".
- (v) Deed of Guarantee dated 12th January, 2010 executed by DB Hospitality Private Limited therein referred to as the "Guarantor" in favour of IFCI Limited therein referred to as the "Guarantee".
- (vi) Deed of Guarantee dated 12th January, 2010 executed by Mr. Vinod Goenka therein referred to as the "Guarantor" in favour of IFCI Limited therein referred to as the "Guarantee".
- (vii) Deed of Reconveyance dated 25th January, 2010 registered before the office of the Joint Sub-Registrar at Bombay under Serial No. 610 of 2010 executed between IL&FS Trust Company Limited therein referred to as the "Borrower/Mortgagor" and DB Hospitality Private Limited therein referred to as the "Mortgagee/Security Trustee".
- (viii) Declaration and Undertaking dated 28th January, 2010 executed by DB Hospitality Private Limited in favor of IFCI Limited in the matter of deposit of title deeds.



Annexure "A-1"
(List of Documents Perused)

A. TITLE

- (i) Lease Deed dated 22nd January, 1919 registered with the Office of the Sub-Registrar of Bombay under Serial No. 1892 executed by and between Nakhuda Mahomed Sayeed Bin Nakhuda Gulam Mohamed Rahim Rogay, Mahomed Ibrahim Bin Mahomed Jaffer Tungekar and Haji Mahomed Ibrahim Sheikh Bhikari all of Bombay Inhabitants being the present trustees of the Rogay Charities under the Scheme dated 22nd December, 1909
- (ii) Deed of Appointment of Trustees dated 4th July, 1944 registered with the Office of the Sub-Registrar of Bombay under Serial No. No. 4211 of 1944 executed by and between Mahmood Miya Mahomad Husein Ukaye and Fakir Mahomad Curtay and Mohamed Ali Bhajji.
- (iii) Deed of Appointment of Trustees dated 30th July, 1951 registered with the office of the Sub-Registrar of Assurances of Bombay under Serial No. 4597 of 1951 executed by and between Mohamed Miya Mahomed Husein Ukaiye and Fakir Mahomed Curtay and Abdul Hamid Tungekar.
- (iv) Deed of Lease dated 10th December, 1964 registered with the Sub-Registrar of Assurances at Bombay bearing Reg. No. 883/1965 executed by and between Abdul Hamid Tungekar, Mohamed Amin Rogay and Mohamed Mosin Bhajji being the Trustees of the Rogay Charities (therein referred to as the "Lessors" of the one part) and Shapoorji Hansotia (therein referred to as the "Lessee" of the other part)
- (v) Undertaking dated 4th April, 1968 registered with the office of the Sub-Registrar of Assurances under Serial No. 1236 of 1968 addressed by Shri. Mohamed Amin Rogay, Trustee of the Rogay Charities to the Municipal Commissioner, Mumbai of the Municipal Corporation of Mumbai.
- (vi) Deed of Appointment of Trustees dated 13th January, 1971 registered with the office of the Sub-Registrar of Assurances at Bombay under

19

Serial No.140 of 1971 executed by and between Abdul Hamid Tungekar and Mohamed Amin Rogay and Gulam Mahomed Rahimuddin Tungekar.

- (vii) Indenture of Assignment dated 17th January, 1981 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No 142 of 1981 executed by and between Manjula Harilal Desai and Shri Dwarkadas B. Maniar.
- (viii) Agreement for Sale was entered on 3rd March, 1986 by and between the Trustees of the Trust and M/s. Ismanram Corporation
- (ix) Deed of Assignment dated 13th June, 1983 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/1377/1983 dated 20th March, 1984 executed between Kunji Mohammed & Abdul Karim Haji Mohd. Kazi and others
- (x) Deed of Assignment dated 13th June, 1983 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/1378/1983 dated 20th March, 1984 executed between Kunji Mohammed & Abdul Karim Haji Mohd. Kazi and others
- (xi) Deed of Assignment dated 20th December, 1988 registered with the Sub-Registrar of Assurances under Serial No. BBE-2395-1988 was entered into between South Port Ink & Varnish Mfg. Co. [Custodians] Krishnakant, Chandrakant, Roohikant Kalidas Shah & Ushaben Indravadan Parik [Confirming Party] and Automobile Traders of India.
- (xii) Certificate dated 29th December, 1994 bearing Serial No. AA/BOM/Certs/16347 issued by the Office of the Appropriate Authority (IT Department) under section 269 UL (3).
- (xiii) Indenture of Conveyance dated 25th May, 1995 registered with the Sub-Registrar of Assurances under No. BBE/1813/1995 executed by and between (1) Nakhuda Mohamed Amin Rogay, (2) Aziz Mulla, (3) Mohamed Abbah Mohamed Ismail Katkhatay, (4) Mohamed Saeed Munshi and (5) Mohammed Masood Bhajji being Trustees of Rogay Charities "the Vendors" and M/s. Suresh Estates Private Limited "the Purchasers" of the other part, whereby (1) Nakhuda Mohamed Amin Rogay, (2) Aziz Mulla, (3) Mohamed Abbah Mohamed Ismail Katkhatay,

- (4) Mohamed Saeed Munshi and (5) Mohammed Masood Bhajji .
- (xiv) On 31st July, 2000 an Agreement of Tenancy Agreement registered with the Sub-Registrar of Assurances under Serial No. BBE-3740-2000 was entered into between (1) Abdul Aziz Mulla and (2) Mohamed Masud Bhajji the trustees of the Trust therein referred to as "the said Trustees" of the one part and Laxman Gopal Matte therein referred to as "the Tenant" of the other part, whereby (1) Abdul Aziz Mulla and (2) Mohamed Masud Bhajji granted tenancy rights in respect of the Garage Bearing No. B at C.S. No. 2193 of Bhuleshwar Division in favour of Laxman Gopal Matte.
- (xv) On 31st July, 2000 an Agreement of Tenancy Agreement was entered into between (1) Abdul Aziz Mulla and (2) Mohamed Masud Bhajji the trustees of the Trust therein referred to as "the said Trustees" of the one part and Krishna Gopal Matte therein referred to as "the Tenant" of the other part, whereby (1) Abdul Aziz Mulla and (2) Mohamed Masud Bhajji granted tenancy rights in respect of the Garage Bearing No. A at C.S. No. 2193 of Bhuleshwar Division in favour of Krishna Gopal Matte.
- (xvi) On 31st March, 2001 a Tenancy Agreement was entered into between (i) Hasanmiya Abdul Hamid (ii) Mohamed Hasan Abdul (iii) Mrs. Razia wd/o Mohamed Husein Abdul Hamid, (iv) Humayun s/o Mohamed Husein Abdul Hamid and (v) Habib s/o Mohamed Hanif Abdul Hamid ("Landlords") and Falguni M. Shah and Mr. Mandeep Jayantilal Shah ("the Tenants") and registered with the Sub-Registrar of Assurances under Serial No. BBE-3745-2001 whereby (i) Hasanmiya Abdul Hamid (ii) Mohamed Hasan Abdul (iii) Mrs. Razia wd/o Mohamed Husein Abdul Hamid, (iv) Humayun s/o Mohamed Husein Abdul Hamid and (v) Habib s/o Mohamed Hanif Abdul Hamid - Shop No. 21 in Diamond Chawl.
- (xvii) On 21st March, 2002 Deed of Declaration and Confirmation registered with the Sub-Registrar of Assurances under Serial No. BBE-1242-2002 entered into between (i) Hasanmiya Abdul Hamid (ii) Mohamed Hasan Abdul (iii) Mrs. Razia wd/o Mohamed Husein Abdul Hamid, (iv) Humayun s/o Mohamed Husein Abdul Hamid and (v) Habib s/o Mohamed Hanif Abdul Hamid ("Landlords") and Falguni M. Shah ("the Tenant") whereby the Tenancy Agreement dated 31st March, 2001 registered with the Sub-

Registrar of Assurances bearing Regn. No. BBE-3745-2001 was confirmed by Falguni M. Shah as she hadn't admitted execution of Tenancy Agreement dated 31st March, 2001 before the Sub Registrar of Assurances.

- (xviii) Agreement for Sale dated 18th July, 2005 executed by and between Suresh Estates Private Limited" and Massi Realtors & Properties Private Limited.
- (xix) Power of Attorney dated 18th July, 2005 of Suresh Estate in favour of Shahid Balwa and Adil Patel
- (xx) Deed of Conveyance dated 7th August, 2006 registered with the Sub Registrar of Assurances under No. BBE-7031 of 2006 executed by and between SEPL and NeelKamal Marine Drive Developers Private Limited.
- (xxi) Undertaking dated 1st April, 2004 registered with the office of Joint Sub-Registrar of Bombay under No. BBBE/ 3309/ 2006 addressed by SEPL to MCGM.
- (xxii) Deed of Surrender of Tenancy dated 8th June, 2007 registered with the office of the Sub-Registrar of Assurances under Serial No. BBE-6840-2007 entered into between Tyre Corporation of India Limited and Ruby Automobile Engineers.
- (xxiii) Letter dated 18th May 2011 to the architects of the Company addressed by MCGM.
- (xxiv) Leave and License Agreement dated 18th October, 2012 registered with the Sub-Registrar of Assurances bearing Reg. no. BBE/146/2012 executed by and between Rogay Charities ("the Licensor") and Mahanagar Telephone Nigam Limited ("the Licensee")
- (xxv) Letter dated 20th May, 2014 addressed by SEPL to the said Trust.
- (xxvi) Property Register Card of C.S. No.2193 dated 18th May, 2015
- (xxvii) Complaint dated 2nd July, 2015 addressed by Samad Aziz Khan to the (i) Office of the Collector; (ii) the Sub Registrar Mumbai City and (iii) Superintendent City Survey.

- (xxviii) Complaint dated 31st July, 2015 filed by Mr. Hamid Mohamed Siddiq Khan.
- (xxix) Letter dated 17th August, 2015 addressed by the Office of the District Collector to Samad Aziz Khan.
- (xxx) Letter dated 26th August, 2015 addressed by the Hon'ble Wakf Board, Maharashtra to the Superintendent Mumbai City and Land Records.
- (xxxi) Letter dated 10th October, 2015, addressed by the Company to the Superintendent Mumbai City and Land Records.
- (xxxii) Letter dated 13th October, 2015 addressed by the Company to the Superintendent Mumbai City and Land Records.
- (xxxiii) Letter dated 26th October, 2015 addressed by the Company to the Superintendent Mumbai City and Land Records.
- (xxxiv) Letter dated 12th January, 2016 addressed by the Wakf Board, Maharashtra to the Superintendent Mumbai City and Land Records.
- (xxxv) Letter dated 2nd March, 2016 addressed by the Company to the Superintendent Mumbai City and Land Records.
- (xxxvi) Joint Development Agreement dated 31st March, 2016 registered with the office of the Sub Registrar of Assurances under Serial No. BE-5/1992 of 2016 executed by and between the Company and Sheth Creators and Homemakers Private Limited and Sheth Creators Private Limited.

B. LITIGATION

- (xxxvii) Suit No. 6522 of 1986 filed by Nahar Finance against M.A. Rogay in City Civil Court - Roznama, Plaint
- (xxxviii) Suit No. 2866 of 1989 filed by Sukhraj Babulal Nagar against M.A. Rogay & Ors. In High Court – HC Website Report.
- (xxxix) Order dated 18th August, 1994 passed by the Charity Commissioner, Maharashtra State
- (xl) Order dated 23rd September, 1994 passed by the Charity Commissioner



- (xli) Writ Petition No. 2166 of 1994 between SEPL vs. State of Maharashtra and Order dated 7th October, 1994 passed in the Writ.
- (xlii) Order dated 1st November, 1994 by the Charity Commissioner, Maharashtra State.
- (xliii) Order dated 22nd November, 1994 passed by the Charity Commissioner, Maharashtra State.
- (xliv) RAD Suit No. 1042 of 2002 between M/s. Suresh Estates Private Limited and Mohammed Rafiq Abdul Latif & Ors filed in Small Causes Court.
- (xlv) RAD Suit No. 1020 of 2007 between Social Welfare Society & Others and Ruby Automobiles Engineers and Marine Drive Developers & Others filed in the Small Causes Court.
- (xlvi) Order dated 13th August, 2007 passed in Writ Petition 1627 of 2007 filed by SEPL against MCGM & Ors.
- (xlvii) R.A.E. Suit No. 245 of 2007 between DB Hospitality Private Limited and Mr. Basid Baakza filed in the Court of Small Causes.
- (xlviii) Suit bearing RAD No. 1020 of 2007 filed by Social Welfare & Others vs Ruby Automobiles & Ors
- (xlix) By and under an Order dated 14th June, 2007 in the T.E. & R. Suit No. 282/297/01
- (l) Writ Petition No. 1242 of 2011 filed by SEPL against MCGM & Ors and order dated 23rd March, 2013 Withdrawal Order
- (li) Company Petition No. 354 of 2013 filed by ITD Cementation Petition and Ledger of ITD Cementation dated 31st March, 2017
- (lii) Contempt Petition No. (L) 94 of 2015 filed by SEPL and the Company against Mr. Mohamed Hamid Siddiq Khan
- (liii) Writ Petition bearing No. 1014 of 2016 filed by the Company against the State of Maharashtra and
- (liv) Order dated 26th September, 2016 passed in Writ petition bearing No. 1014 of 2016 and Order dated 15th March, 2017 passed by the

Superintendent Mumbai City and Land Records in Writ petition bearing No. 1014 of 2016

- (iv) Special Leave Petition No. 525 of 2017 filed by the Company and Order dated 31st March, 2017 passed in the SLP
- (lvi) Order dated 29th May, 2017 bearing No. CSLR/S&LR-1/T-3/Bhueshwar/S.No.2193/Hearing Order/2017
- (lvii) Order dated 29th May, 2017 bearing No. CSLR/S&LR-1/T-3/Bhueshwar/S.No.2193/Hearing Order/2017
- (lviii) Original Application No. 260 of 2014 filed by IFCI Limited against the Company.
- (lix) Order dated 2nd September, 2014 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lx) Order dated passed 4th September, 2014 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxi) Order dated 5th September, 2014 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxii) Order dated 8th September, 2014 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxiii) Order dated 31st October, 2014 passed in O. A. No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. the company & others
- (lxiv) Order dated 18th November, 2014. passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxv) Order dated 3rd March, 2015 passed in O. A. No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxvi) Order dated passed 2nd February, 2015 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxvii) Order dated 26th March, 2015 passed in O.A No. 260 of 2014 before the

- Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxviii) Order dated 6th April, 2015. passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxix) Order dated 13th May, 2015 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxx) Order dated 6th July, 2015 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxi) Order dated 18th August, 2015 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxii) Order dated passed 13th October, 2015 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. the Company & others
- (lxxiii) Order dated 19th November, 2015 passed in O. No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxiv) Order dated 23rd December, 2015 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxv) Order dated 5th January, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxvi) Order dated 14th March, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. the Company & others
- (lxxvii) Order dated 11th May, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxviii) Order dated 24th May, 2016 passed in O. A. No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxix) Order dated 4th July, 2016 passed in O. A. No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxx) Order dated 12th July, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others

19

- (lxxxix) Order dated 11th August, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxxii) Order dated 30th August, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & other
- (lxxxiii) Order dated 14th October, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & other
- (lxxxiv) Order dated 28th September, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxxv) Order dated 3rd November, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxxvi) Order dated passed 7th November, 2016 passed in O. A. No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxxvii) Order dated passed 22nd November, 2016 passed in O. A. No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxxviii) Order dated 7th December, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (lxxxix) Order dated 19th December, 2016 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (xc) Order dated 13th January, 2017 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & other
- (xci) Order dated 1st February, 2017 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others
- (xcii) Order dated 6th February, 2017 passed in O.A No. 260 of 2014 before the Debt Recovery Tribunal- IFCI Limited vs. The Company & others

C. CERTIFICATE OF INCORPORATION



- (xciii) Certificate of Incorporation dated 19th November, 2004 bearing CIN No. U70100 MH2004PTC149602 of Massi Realtors & Properties Private Limited
- (xciv) Fresh Certificate of incorporation dated 31st August, 2005 bearing No. 11-149602 on change of name of Massi to NMDDPL
- (xcv) Fresh Certificate of incorporation dated 20th May, 2007 bearing CIN No. U70100 MH2004PTC149602.consequent upon change of name from NMDDPL to DB Hospitality
- (xcvi) Fresh Certificate of incorporation dated 10th March, 2014 bearing CIN No. U70100 MH2004PTC149602 consequent upon change of name from DB Hospitality to the Company.

D. PURCHASE NOTICE

- (xcvii) Purchase Notice dated 7th August, 1997 bearing Reference No. SEPL/722/97addressed by SEPL to Sec. UDD and MCGM
- (xcviii) Purchase Notice dated 16th August, 1997 bearing Reference No. SEPL/8296/97 addressed by SEPL to Sec. UDD and MCGM.
- (xcix) Undertaking dated 1st April, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BBE-1-3309 of 2006 addressed by SEPL to MCGM with respect to proposed sub division of the Property along with copy of Power of attorney of SEPL and letter addressed by SEPL to Massi permitting Massi to enter upon the said Land and to deal with tenants and occupants dated 18th July 2005.
- (c) Purchase Notice dated 26th April, 2005 addressed by SEPL to Sec. UDD and MCGM.
- (ci) CTS Plan dated 16th March, 2006.
- (cii) Letter dated 11th December 2008 bearing Reference No. TPB-4308/2199/Pr.Kr.310/08/Navi-11 addressed by Under Secretary, Government of Maharashtra to Commissioner, MCGM.
- (ciii) Letter addressed by UDD to MCGM dated 18th July, 2006 bearing

19

Reference No. TPB/4305/3199 Pra.Kra.129/06/Navi-11

- (civ) Public notice stating environmental clearance granted by MOEF dated 6th March, 2007 published in the Free Press Journal.

E. ULC

- (cv) Formal Order No. C/ULC/D.III/22/4809 dated 10th October, 2003 by the Office of the Additional Collector & C.A, ULC, Brihanmumbai.
- (cvi) Letter dated 16th July, 2006 addressed by Adil Patel, SEPL to Additional Collector and Competent Authority, ULC, Gr. Mumbai.
- (cvii) NOC under ULC dated 18th July, 2006 bearing Reference No. C/ULC/D-XV/WS-347/06 addressed by the office of the Additional Collector and C.A. to SEPL.
- (cviii) Letter dated 5th January, 2007 bearing Reference No. C/ULC/3/22/8354 addressed by the office of the Additional Collector and C.A. to NMDDPL.

F. APROVALS

RAILWAY

- (cix) Railway NOC dated 8th September 2001 to EEBP bearing Reference No. W/115/2/199
- (cx) Railway NOC addressed by Western Railway to EEBP dated 23rd April, 2009.
- (cxi) Letter dated 7th May, 2009 bearing No. EB/1525/C/A addressed by MCGM to Divisional Engineer.
- (cxii) Letter dated 20th August, 2009 bearing Reference No. EB/1525/C/A addressed by MCGM to Divisional Engineer

MCGM

- (cxiii) Education Officer Letter dated 16th September, 2005 bearing Reference No.: C/15917.
- (cxiv) Education Department, MCGM letter dated 19th September, 2005

19

bearing Reference No.: EOP/2622

- (cxv) Letter bearing Reference No. ACQ/C/975 dated 15th December, 2005 addressed by MCGM to the Secretary, Urban Development Department, Government of Maharashtra.
- (cxvi) Letter dated 3rd April, 2006 bearing Reference No.: EB/1663/C/AL addressed by MCGM to the Company approving proposed sub-division of property.
- (cxvii) MCGM Certificate of Site Elevation bearing Reference No.: EEBP/637/CITY III of 15th May, 2006 addressed to the Company.
- (cxviii) Permission for safeguarding plot boundaries by sheet-piling dated 10th May, 2007 bearing Reference No.: EB/1525/C/A.
- (cxix) Inspection extracts dated 11th June, 2007 bearing Reference No.: AAAC/C/Gen./PT/651/2007-08
- (cxx) NOC dated 26th February, 2008 bearing Ref No.: FBM/507/316 from Mumbai Fire Brigade, MCGM to the Company.
- (cxxi) Letter issued by MCGM dated 2nd December, 2008 to the Company.
- (cxxii) NOC for proposed Sewage Treatment Plant dated 4th August, 2008 bearing Reference No. DY CH E/SP/650 addressed by MCGM to M/s B.K. Consultants.
- (cxxiii) Letter dated 28th July, 2008 bearing Reference No. DYSC/TA/MC/575 from the Tree Authority, MCGM to NMDDPL.
- (cxxiv) NOC for debris management plan for hotel dated 24th June, 2008 bearing Reference No.: AHS/C/783/SCOM issued by MCGM.
- (cxxv) NOC for Storm Water Drain remarks for hotel dated 9th July, 2008 bearing Ref No.: DY/CHE/SWD/685 issued by BMC.
- (cxxvi) Letter dated 18th August, 2008 bearing Reference No. EEB/1966/Sur./City addressed by MCGM to The Company Survey City.
- (cxxvii) IOD dated 9th May, 2008 bearing No. EB/1525/C/A issued by MCGM to The Company.



- (cxxviii) Commencement Certificate dated 4th August, 2008 bearing No. EEBPC/1525/C/A along with copy of plan attached thereto.
- (cxxix) Internal note dated 4th August, 2008 bearing Reference No. A.E.W.W./C/781.
- (cxxx) Letter issued by MCGM dated 2nd December, 2008 to the Company.
- (cxxxix) Letter dated 11th December 2008 bearing No. EPB-4308/2199/pra.kra. 610/OC from UDD to BMC with respect to de-reservation of secondary school.
- (cxxxii) Revised NOC dated 13th August, 2009 bearing Reference No. P1/Plan/37/(CS)/E/123/2009 issued by EEBP BEST to MCGM for the proposed development of India Tower by NMDDPL.
- (cxxxiii) Letter No. EB/1525/C/A issued by MCGM dated 7th November, 2009 to The Company.
- (cxxxiv) Internal Note dated 19th November, 2009.
- (cxxxv) Letter dated 9th December, 2009 bearing Reference No. EB/1525/C/A issued by MCGM to The Company regarding permission for proposed Carriage Entrance at different locations for project of proposed Five Starred Category Hotel Building.
- (cxxxvi) IOD dated 18th January, 2010 issued by MCGM to The Company bearing No. EB/1525/C/A.
- (cxxxvii) Letter dated 19th January, 2010 bearing Reference No. EB/1525/C/A addressed by MCGM to Shri. B.S. Joshi.
- (cxxxviii) Letter dated 21st January, 2010 bearing Reference No. Ch.E/HRB-93/DPWS issued by MCGM to the Company.
- (cxxxix) No- Dues Clearance Certificate dated 7th May, 2010 bearing No. AEWW/C/406/IR issued by MCGM to B. K. Consultants, Sanitary Engineers for proposed Five Star Category Hotel Building.
- (cxl) Letter dated 20th May, 2011 from the Company to MCGM.
- (cxli) Notice dated 18th July, 2011 bearing Reference No.: PCO/C/422 of 2011

19

- issued under Section 381 of Mumbai Municipal Corporation Act, 1888 by Pest Control Office, C Ward addressed to DBHPL.
- (cxlii) Notice issued by Pest Control Office 'C Ward' dated 18th July, 2011 to The Company.
- (cxliii) Letter dated 12th June, 2013 bearing Reference No. 1297 issued by MCGM, Solid Waste Management Department to The Company.
- (cxliv) Indemnity Bond cum Undertaking dated 21st May, 2014 from The Company to MCGM alongwith Affidavit of Adil Patel, Director of the Company dated 28th April, 2014.
- (cxlv) Minutes of the 45th meeting of the Committee dated 30th June, 2014 bearing Reference No. ChE issued by MCGM
- (cxlvi) Survey Remark issued by MCGM (E.E.B.P./1525/C/A) dated 27th March, 2015.
- (cxlvii) Fire NOC dated 30th April, 2015 bearing Reference No. FB/HRC/CITY/05 from Mumbai Fire Brigade, MCGM to E.E.B.P. (City) and Mrs. Prajakta Kadu.
- (cxlviii) N.O.C dated 9th September, 2016 bearing Reference No. ACC/1979/AOML issued by MCGM to DBHPL for taking out 2 nos. of gate for carriage entrance at Bhai Jivanji Lane adjoining to S.K. Patil Garden at M.K. Road in 'C' ward).
- (cxlix) Letter bearing No. JMV/TE1-4/NA.DE.PR/Bhuleshwar/BHU No. 2193/2015/1572 dated 10th June, 2015 addressed by Land Revenue Recovery to the Company.
- (cl) NOC dated 7th August, 2008 issued by Hydraulic Engineering Dept., Mumbai Suburban Municipal Corporation in favor of Executive Engineer Building Proposal
- (cli) NOC dated 5th June, 2010 issued by Hydraulic Engineering Department, Mumbai Suburban Municipal Corporation in favor of Executive Engineer Building Proposal City.
- (clii) Letter dated 21st November, 2006 addressed by MCGM to B.S. Joshi,

Brighton Architects with respect to permission for carrying soil investigation.

- (cliii) Letter dated 31st January, 2011 bearing Reference No.CSLR/REV-2/Plot No: 2193/Bhuleshwar/GKP/11/27 issued by Office of Collector, Revenue Branch to NMDPL.
- (cliv) Letter bearing Permission Form No. C/10419/Conveyance Deed dated 24th November, 2008 issued by Hydraulic Engineering Department, Mumbai Suburban Municipal Corporation to NMDPL
- (clv) Letter of Intent dated 26th September 2016 bearing Reference No. Ch.E/1665/Mc/Roads & Tr./MC/C-71 addressed by MCGM to the Company.

CESS

- (clvi) Letter No. A.A & C/C/Gen./1637/05-06 issued by MCGM dated 2nd September, 2005 to the Company.
- (clvii) Letter No. A.A & C/C/Gen./1538/05-06 issued by MCGM dated 8th September, 2005 to the Company.
- (clviii) Letter No. A.A & C/C/Gen./1313 of 05-06 issued by MCGM dated 19th July, 2005 to the Company.

COMMENCEMENT CERTIFICATE

- (clix) Commencement Certificate No. EEBPC/1525/C/A dated 4th August, 2008 in favour of NMDPL

ENVIRONMENT APPROVALS

- (clx) Letter dated 21st February, 2007 bearing Reference No. 21-677/2006-IA.III addressed by Additional Director, Ministry of Environment and Forests to NMDPL
- (clxi) Consent To Establish dated 25th September, 2009 bearing Reference No.: BO/RO(P & P)/EIC No.: MU-1167-09/E/CC/349 issued by MPCB to the Company.

AVIATION

19

- (clxii) NOC for height clearance dated 25th March, 2008 bearing Ref No.: AAI/20012/155/06/ARI-(NOC) addressed by the Airport Authority of India to the Company.
- (clxiii) NOC for height clearance dated 13th November, 2009 bearing Ref No.: BT-1/N.O.C/CS/MU/06/248/1493-96 issued by Airport Authority of India to The Company.

MOEF

- (clxiv) MOEF NOC under EIA Notification 2006 dated 21st February 2007 addressed to the Company.

CRZ

- (clxv) Letter dated 27th December, 2005 bearing Ref. No. CHE/3050/DPBPC addressed by Chief Engineer (DP), MCGM to Principal Secretary, UDD, Government of Maharashtra.
- (clxvi) CRZ and Environmental NOC 10th August, 2009 F/NO 11-113 addressed by the MOEF to NMDDPL
- (clxvii) CRZ Approval dated 25th January, 2015 bearing Reference No. CRZ2014/CR 157/TC 4 addressed by the Environment Department, MCZMA to the Chief Engineer DP, MCGM,

MHADA

- (clxviii) Letter dated 13th July, 2005 bearing Ref. NO. R/NOC/Gen/3224/MBRRB-05 addressed by MBRRB, MHADA to Suresh Estates Private Limited.
- (clxix) Letter dated 8th August, 2006 whereby MHADA issued a list of certified tenants.
- (clxx) Letter dated 10th January, 2008 addressed by NMDPL to Residential Executive Engineer, MBRRB.
- (clxxi) Letter dated 19th January, 2010 bearing Reference No. EB/1525/C/A addressed by MCGM to Shri. B.S. Joshi.
- (clxxii) Letter dated 17th July, 2013 addressed by DBHPL to VP and CEO, MHADA

19

- (clxxiii) Letter received on 18th November, 2013 addressed by DBHPL to Chief Officer, MBRRB
- (clxxiv) MHADA NOC dated 22nd November, 2013 bearing reference no. R/NOC/F-2193/8875/MBRRB-13.
- (clxxv) Site Visit Report dated 23rd October, 2013 bearing Reference No. E.E/C-3/4450/2013 issued by Executive Engineer, Mumbai Building and Reconstruction Board, MHADA.
- (clxxvi) Letter dated 9th October, 2014 addressed by Brighton Architects to Chief Officer, MBRRB.
- (clxxvii) MHADA Corrigendum Letter dated 22nd October, 2014 addressed NMDDPL No.R/NOC/F-2193 /8/56 amending letter dated 12th August, 2011.
- (clxxviii) Letter dated 20th December 2014 issued by the MHADA.
- (clxxix) Revised MHADA NOC dated 8th May, 2015 bearing reference no. R/NOC/F-2193/3298/MBRRB-15

DEWATERING

- (clxxx) NOC dated 20th October, 2009 bearing Reference No.: 21-4(58)/CR/CGWA/2009-884 issued by Central Ground Water Authority, Ministry of Water Resources to DBHPL for dewatering for construction of basements of project "India Tower".

CONTRACT LABOUR

- (clxxxii) Certificate of Registration bearing Reference No. CL/CLA/RC-130/CD Ward/desk-21 dated 25th May, 2007 issued by Registering/ Licensing Officer, Government of Maharashtra issued in favour of NMDPL

TRAFFIC

- (clxxxiii) Letter No. Dy. Ch.Eng./4686/C.C. Rds. & Tr dated 13th July, 2005 addressed by Executive Engineer, Traffic and Co-ordination, Traffic Planning, Chief Engineer (C.C. Rds & Tr) to The Company.
- (clxxxiii) Letter No. Q.W. No. 47/DCR/Plan/2008 dated 3rd April 2008 addressed

10

by Joint Commissioner of Police, Traffic to Chief Engineer (Development Plan), MCGM.

- (clxxxiv) Letter bearing Ref No. Dy.Ch.Eng./3128/Traffic dated 10th November, 2008 addressed by Dy. Ch. Eng. (Traffic) Department, MCGM to Brighton Architects
- (clxxxv) Letter bearing Ref No. Ch.Eng./9176/Rds.&Tr dated 2nd December, 2008 addressed by Chief Engineer (Roads & Traffic) to DBHPL
- (clxxxvi) Letter bearing Ref No. Dy.Ch.Eng./4708/Traffic dated 30th September, 2014 addressed by Dy. Ch. Eng. (Traffic) Department, Brihanmumbai Mahanagar Palika to Brighton Architects

TOURISM

- (clxxxvii) Minutes of Meeting of Committee constituted under DC Rules 52(8)(viii) comprising of various commissioners of police and Managing Director of Tourism of Maharashtra of Tourism for proposal of five star hotel on 23rd February, 2007
- (clxxxviii) Letter dated 2nd September, 2008 bearing Reference No. 5.TH.I(87)/08 addressed by Ministry of Tourism to DBHPL conveying approval of hotel project "Park Hyatt".

G. DEVELOPMENT PLAN

- (clxxxix) D.P Remark dated 18th February, 2009 bearing No. CHE/1113A/DPCity/C issued by MCGM to DB Realty Pvt. Ltd.
- (cxc) D.P Remark dated 2nd November, 2013 bearing No. CHE/535/DPCity/C issued by MCGM to DBHPL along with a copy of the plan.

H. PROPERTY TAX

- (cxci) MCGM property tax bill as on 9th May, 2013 and 15th June, 2013 for the year 2011-2014 for an amount of Rs. 5,85,750,485/-
- (cxcii) MCGM property tax bill as on 15th June, 2013 for the year 2013-2014 for an amount of Rs. 8,26,940/-

- (cxciii) Land Tax Receipts dated 20th February, 2015 from the year 2012 to 2015.
- (cxciv) Land tax receipt No. 351313 dated 20th February, 2015 in the name of SEPL indicating a total amount of Rs. 1,78,063/-.
- (cxcv) Land tax receipt No. 351314 dated 20th February, 2015 in the name of SEPL indicating a total amount of Rs. 2,600/-.
- (cxcvi) BMC Warrant of Attachment "A-1" bearing reference no. CAR/06/130/14-15 for an amount of Rs. 3,09,07,154/-.
- (cxcvii) MTR Challan Form Number – 6 dated 10th April, 2017 bearing No. 254914
- (cxcviii) Letter dated 11th April, 2017 addressed by DH Hospitality to the Tahsildar
- (cxcix) Letter dated 26th April, 2016 bearing No. AA&C/C/96/2017-18 has been addressed by the Brihanmumbai Mahanagarपालिका to the Company

I. **FSI**

- (cc) Letter dated 31st December, 2005 bearing Ref. NO. Dy.Ch.E.B.P (C)/43/9/Gen/Base addressed by Chief Engineer (Development Plan), MCGM to Principal Secretary, UDD, Government of Maharashtra
- (cci) Letter dated 22nd April, 20087 bearing Ref. No. TPB 4306/17/CR-189/06/UD-11 addressed by Under Secretary to Government, UDD to SEPL
- (ccii) Letter bearing Ref No.: TPB/2006/17/CR189/806(Part II)/UD 11 dated 17th August, 2009 addressed by Under Secretary, Government of Maharashtra to MCGM with respect to grant of additional FSI for luxury hotel.
- (cciii) Letter dated 4th August, 2009 bearing Ref. No. TPB 2006/17/CR-189/06(Part-2)/UD-11 addressed by Under Secretary to Government, UDD to SEPL

J. **MORTGAGES**

- (cciv) Indenture of Mortgage dated 30th April, 2007 bearing Reg. No. BBE-2-4123-2007 executed between the Company and IL & FS.
- (ccv) Common Term Loan Agreement dated 30th April, 2007 executed by and between the Company, Punjab National Bank, Allahabad Bank, Indian Overseas Bank, Indian Bank, UCO Bank, Punjab and Sind Bank, Central Bank of India.
- (ccvi) Addendum No. 1 to Common Term Loan Agreement dated 11th November, 2008 executed by and between, the Company, Punjab National Bank, Allahabad Bank, Indian Overseas Bank, Indian Bank, UCO Bank, Punjab and Sind Bank, Central Bank of India.
- (ccvii) Supplementary Indenture of Mortgage dated 10th February 2009 bearing Registration No. BBE-4660-2009 executed between the Company and IL&FS.
- (ccviii) Addendum No. 2 to Common Term Loan Agreement dated 10th February, 2009 ("Addendum No.2") executed by and between the Company, Punjab National Bank, Allahabad Bank, Indian Overseas Bank, Indian Bank, UCO Bank, Punjab and Sind Bank, Bank of India.
- (ccix) Letter dated 11th January 2010 bearing Reference No. HO/SAMG/2009 addressed by IFCI Ltd. to the Company.
- (ccx) Rupee Term Loan Agreement dated 12th January, 2010 executed between the Company and IFCI Limited
- (ccxi) Letter dated 14th January, 2010 bearing Reference No. HO/SAMG/2010/4586 addressed by IFCI Limited in favour of the Company
- (ccxii) Declaration and Undertaking dated 28th January, 2010 executed by and between the Company and IFCI Limited in the matter of mortgage by Deposit of Title Deeds.
- (ccxiii) Letter dated 20th March, 2010 bearing Ref. No. CFB:CREDIT:JNP:2009-10:3935 addressed by Central Bank of India to the Company
- (ccxiv) Short Term Loan Agreement dated 31st March, 2010 executed between

the Company and Central Bank of India.

- (ccxv) Undertaking cum Indemnity by the Company in favour of IFCI Limited dated 30th April, 2010
- (ccxvi) Memorandum of Deposit dated 3rd May, 2010 bearing No. ME No. 12/2010 addressed by the Company through IFCI in favour of Central Bank of India.
- (ccxvii) Letter dated 24th October, 2011 bearing No. IFCI/HO/CAMIR/DBHPL/2011-111024087 addressed by IFCI Limited to the Company
- (ccxviii) Assignment Agreement dated 30th June, 2014 executed between Central Bank of India and Edelweiss Asset Reconstruction Company Ltd.
- (ccxix) Letter dated 30th September, 2014 bearing Ref. No. CFB:CR:2014-15:1443 addressed by Central Bank of India to The Company
- (ccxx) Letter dated 7th October, 2014 bearing Ref. No. EdelARC/5405-2014 addressed by Edelweiss to The Company
- (ccxxi) Letter dated 7th October, 2014 bearing Ref. No. EdelARC/5406-2014 addressed by Edelweiss to The Company
- (ccxxii) Assignment Agreement dated 30th September 2014 executed between IFCI Ltd. and Edelweiss Asset Reconstruction Company Ltd.
- (ccxxiii) ROC Search and Status Report dated 13th April, 2015 Issued by A.D. Lalwani & Associates to the Company.
- (ccxxiv) Indenture of Mortgage dated 31st March, 2016 registered before the office of the Sub-Registrar of Assurances, Bombay under Serial No. 2705 of 2016 executed between Sheth Creators and Homemakers Private Limited, Sheth Creators Private Limited and ECL Finance Limited.

K. MISCELLANEOUS

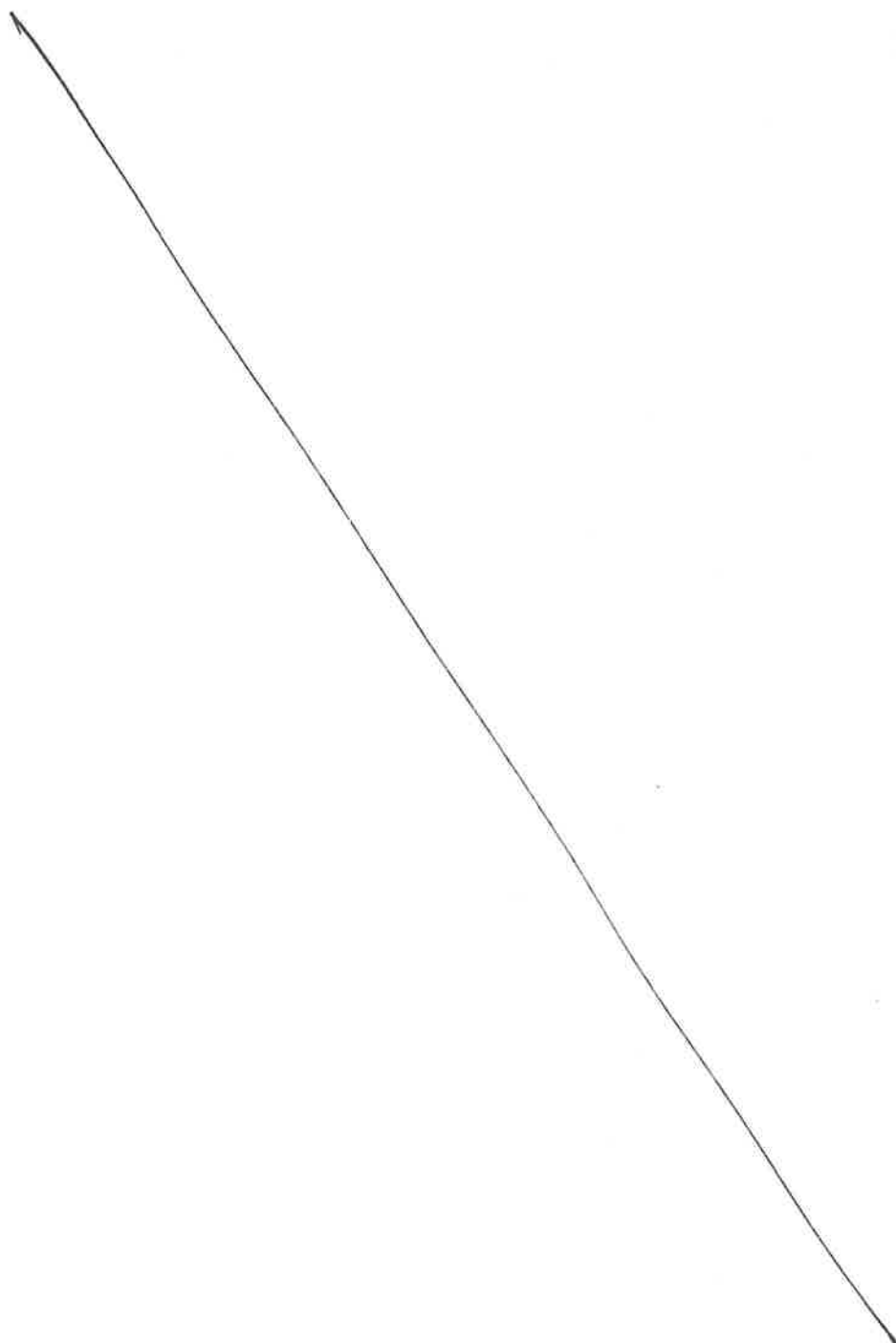
- (ccxxv) Letter of Appointment dated 8th July, 2005 addressed to B.S. Joshi, Architects by Neel Kamal Realtors & Builders Pvt. Ltd.

- (ccxxvi) Notification No. TPB4312/1048/CR-43/2013/UD-11 dated 3rd March, 2014 issued by the Urban Development Department, Government of Maharashtra.
- (ccxxvii) Letter dated 20th May, 2014 addressed by SEPL to the said Trust.
- (ccxxviii) Letter dated 6th February, 2015 addressed by the said Trust to SEPL.
- (ccxxix) Letter of Appointment dated 18th March, 2015 bearing Reference No. 356/Appointment of Architect/C-3 addressed by the Company to Mrs. Prajakta Kadu, Architects.
- (ccxxx) Resolution No. TPB4315/28/CR-12/2015/UD-11 dated 5th May, 2015 issued by the Urban Development Department, Government of Maharashtra under MRTP Act, 1966 granting sanction to Marine Drive Precinct under Regulation 67 (3) of DCR, 1991.
- (ccxxxi) Letter bearing Ref. No. 2374-2377/2015 dated 15th May, 2015 addressed by Superintendent, Mumbai Survey and Land Records to the Company.
- (ccxxxii) Letter dated 16th May, 2015 addressed by the Company to Superintendent of Land Record, Mumbai City.
- (ccxxxiii) Letter dated 9th May, 2017 addressed by Mr. Mohamed Hamid Siddiq Khan to the Company in response to the public notice dated 4th May, 2017 published in the Times of India Mumbai Edition (English).
- (ccxxxiv) Letter dated 11th May, 2017 addressed by Narayan & Narayan Advocates and Solicitors on behalf of their client Social Welfare Society to the Company in response to the public notice dated 4th May, 2017 published in the Times of India Mumbai Edition (English).
- (ccxxxv) Letter dated 11th May, 2014 addressed by Sheth Creators and Homemakers Private Limited and Sheth Creators Private Limited in response to the public notice dated 4th May, 2017 published in the Times of India Mumbai Edition (English)
- (ccxxxvi) Letter dated 12th May, 2017 addressed by Wadia Gandy and Co. on behalf of the Company to Mr. Mohamed Hamid Siddiq Khan.
- (ccxxxvii) Letter dated 12th May, 2017 addressed by Wadia Gandy and Co. on

behalf of the Company to Narayan & Narayan Advocates and Solicitors.

(ccxxxviii) Affidavit dated 15th May, 2017 executed by the Company registered with the Office of the Sub Registrar of Assurances under Serial No. BBE-2041 of 2017

(ccxxxix) Letter dated 17th May, 2017 addressed by Cyril Amarchand Mangaldas on behalf of their client IIRF Holdings VII Limited and IL&FS Realty Fund to Wadia Ghandy & Co.



Annexure "B"***(List of Documents Reflected in the Reports)***

- I. Search Report dated 9th June, 2015
- (i) Appointment of New Trustees dated 4th July 1944 executed by Mohammed Miyan Ukaiye and Fakir Mohammed Curtay both Continuing Trustees in favour of Mohammed Ali Bhaji New Trustee with respect to land bearing Cadastral Survey No. 2193 admeasuring 16172 square yards and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No.4211 of 1944.
 - (ii) Appointment of New Trustees dated 30th July 1951 executed by Mohammed Miyan Mohammed Hussein Ukaiye and Fakir Mohammed Curtay both Continuing Trustees in favour of Abdul Hamid Tungekar New Trustee with respect to land bearing Cadastral Survey No. 2193 admeasuring 16172 square yards and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No.4597 of 1951.
 - (iii) Lease Deed for 3 years dated 10th December 1964 executed by (1) Abdul Hamid Tungekar, (2) Mohammed Amin Rogay and (3) Mohammed Mohsin Bhaji in favour of Shapurji Kawasji Hansotia and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. 883 of 1965 which was executed for lease of premises admeasuring 12 feet x 10 feet being premise no. 9 ("**said Shed**").
 - (iv) Deed of Undertaking dated 4th April 1968 executed by M.A. Rogay in favour of B.M.C. with respect to land bearing Cadastral Survey No.2193 and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No.1236 of 1968.
 - (v) Lease Deed for 10 years dated 9th September 1986 executed by (1) Mohammed Amin Rogay, (2) Moiuddin M. Thakur, (3) Abdul Aziz Mulla, (4) Mohammed Abbas Mohammed Ismail Khatkhathi and (5) Mohammed Munshi in favour of M/s. I.B.P.Co. Ltd., with respect to a portion of the land bearing

19

Cadastral Survey No.1/2193(part) and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE/2285 of 1986.

- (vi) Deed of Conveyance dated 25th May 1995 executed by (1) Nakhuda Mohammed Amin Rogay, (2) Aziz Mulla, (3) Mohammed Abbas Mohammed Ismail Khatkhati, (4) Mohammed Munshi, and (5) Mohammed Masood Bhajji No.1 to 5 are Trustees of Rogay Charities in favour of M/s. Suresh Estate Pvt. Ltd with respect to the said Land bearing Cadastral Survey No.2193 admeasuring 8983.78 sq.mts and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE/1813 of 1995.
- (vii) Affidavit dated 1st April 2006 executed by M/s. Suresh Estate Pvt. Ltd. through C/A Shahid Usman Balwa in favour of the Municipal Commissioner – B.M.C. bearing Cadastral Survey No.2193 and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-1/3309 of 2006
- (viii) Deed of Conveyance dated 7th August 2006 executed by M/s. Suresh Estate Pvt. Ltd in favour of Neelkamal Marine Drive Developer Pvt. Ltd. through Issaq Balwa with respect to the said Land bearing Cadastral Survey No.2193 admeasuring 8983.55 sq.mts and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-1/18031 of 2006.
- (ix) Deed of Mortgage dated 30st April 2007 executed in favour of I.L& F.S. Trust Co. Ltd. through Authorized Signatory – Daisy Rodrigues by Neelkamal Marine Drive Developer Pvt. Ltd. through Shahid Balwa with respect to the said Land bearing Cadastral Survey No.2193 admeasuring 8983.55 sq.mts. and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-2/4123 of 2007.
- (x) Surrender of Lease dated 8th June, 2007 executed by M/s. Tyre Corporation of India Ltd. in favour of M/s. Ruby Automatic Engineers with respect to a structure admeasuring 154.27 sq.mts (built-up) on the said Land and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-2/6840 of 2007.
- (xi) Deed of Mortgage dated 10th February 2009 executed by Rajiv Agarwal C/A for Shahid Balwa Director of D.B. Hospitality in favour of I. L. & F. S. Trust

Co. Ltd with respect to the said Land admeasuring 8983.55 sq.mts and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-3/4660 of 2009.

- (xii) Leave & License for 36 months dated 18th October 2012 executed by Rogay Charitable Trust through Managing Trustee – Abdul Aziz Mulla in favour of Mahanagar Telephone Nigam and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-4/146 of 2012.

II. Search Report 18th March, 2017

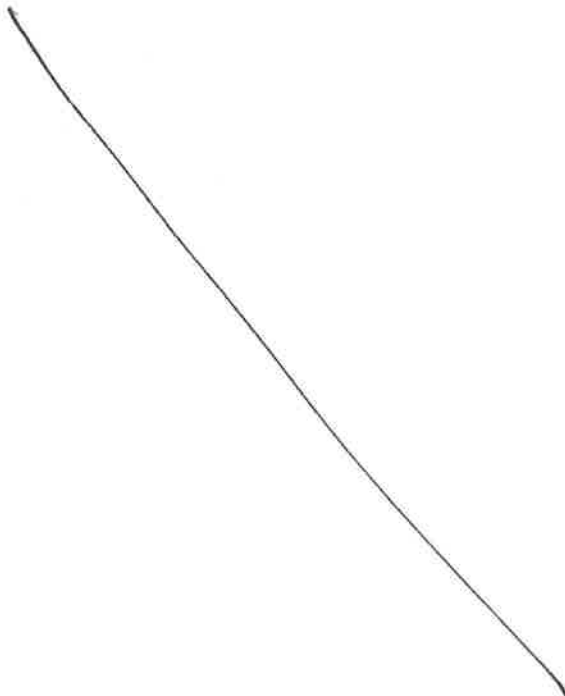
- (i) Notice of Lis-Pendens dated 12th August 2015 executed by Kirit Purushottam Shakrani alias Kirit Purushottam Thakkar and M.M. Sharma with respect to shade & mezzanine floor on a structure situated on the said Land and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-3/4394 of 2015.
- (ii) Joint Development Agreement dated 31st March 2016 executed by Marine Drive Hospitality & Realty Pvt. Ltd and Sheth Creators & Homemakers Pvt. Ltd. and Sheth Creators Pvt. Ltd with respect to the said Land and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-5/1992 of 2016.
- (iii) Duplicate Joint Development Agreement dated 31st March 2016 executed by Marine Drive Hospitality & Realty Pvt. Ltd and Sheth Creators & Homemakers Pvt. Ltd and Sheth Creators Pvt. Ltd with respect to the said Land and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-5/1993 of 2016.
- (iv) Deed of Mortgage dated 31st March 2016 executed by Sheth Creators & Homemakers Pvt. Ltd. and Sheth Creators Pvt. Ltd in favour of ECL Finance Ltd with respect to the said Land and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE-3/2105 of 2016.

19

Annexure "C"*(Documents Reflected in the said Reports not forming part of Title Certificate)*

- (i) Deed of Appointment of Trustees dated 4th July, 1944 registered with the Office of the Sub Registrar of Assurances, Bombay under no. 4211 of 1944 executed by and between Mahmood Miya Mahomed Husein Ukaiye and Fakir Mahomed Curtay therein referred to as the "Continuing Trustees" of the One Part and Mohammedali Bhaiji therein referred to as the "New Trustee" of the Other Part which is executed for the reconstitution of the said Trust, which was the erstwhile owner of the said Land.
- (ii) Deed of Appointment of Trustees dated 30th July, 1951 registered with the Office of the Sub-Registrar of Assurances at Bombay under No. 4597/1951 executed by and between Mohamed Miya Mahomed Husein Ukaiye and Fakir Mahomed Curtay therein referred to as the "Continuing Trustees" of the One Part and Abdul Hamid Tungekar therein referred to as the "New Trustee" of the Other Part which is executed for the reconstitution of the said Trust, which was the erstwhile owner of the said Land.
- (xiii) Lease Deed for 3 years dated 10th December 1964 executed by (1) Abdul Hamid Tungekar, (2) Mohammed Amin Rogay and (3) Mohammed Mohsin Bhaiji in favour of Shapurji Kawasji Hansotia and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. 883 of 1965 which was executed for lease of premises admeasuring 12 feet x 10 feet being premise no. 9 ("**said Shed**"). The same has been expired by efflux of time.
- (iii) Undertaking dated 4th April, 1968 registered with the Sub- Registrar of Assurances bearing Reg. No. 1236/1968 addressed by Shri. Mohamed Amin Rogay, Trustee of the Rogay Charities to the Municipal Commissioner, Mumbai of the Municipal Corporation of Mumbai.
- (xiv) Indenture of Lease Deed for 10 years dated 9th September 1986 executed by (1) Mohammed Amin Rogay, (2) Moiuddin M. Thakur, (3) Abdul Aziz Mulla, (4) Mohammed Abbas Mohammed Ismail Khatkhati and (5) Mohammed Munshi in favour of M/s. I.B.P.Co. Ltd., with respect to a portion

- of the land bearing Cadastral Survey No. 1/2193(part) and registered with the office of the Sub-Registrar of Assurances at Mumbai at Sr. No. BBE/2285 of 1986. The same does not form part of the said Land.
- (iv) Undertaking dated 1st April, 2006 addressed by SEPL to MCGM and registered with the Sub-Registrar of Assurances bearing Ref. No. BBE-1-3309 of 2006 executed to facilitate the sub-division of the said Land.
- (v) Leave and License agreement dated 18th October, 2012 registered with the Office of the Sub Registrar of Assurances under Serial No. BBE-4- 146 of 2012 executed by and between the said Trust therein referred to as the Licensor of the First Part and Mahanagar Telephone Nigam Limited therein referred to as the Licensee of the Second Part executed for setting up of a wireless antenna on the terrace of area (5mX4m). We have been informed by way of Declaration given by the Company of even date that the same does not pertain to the said Land and forms part of structure on the adjoining land.
- (vi) Notice of Lis Pendens dated 12th August, 2015 registered with the Sub-Registrar of Assurances bearing Ref. No. BBE-3/4394 of 2015 filed in the Court of Small Causes Mumbai in RAD Suit No. 1020 of 2007. By way of Declaration of even date given by the Company that the RAD Suit No. 1020 of 2007 is still pending before the Hon'ble Court of Small Causes as reflected in paragraph 6(i) of the Certificate.



Annexure "D"**(List of Non Cess Tenants)**

Sr. No.	NAME OF TENANT/ OCCUPANT	PREMISES	INSTRUMENT	CONSIDERATION PAID
1.	Lalit Bhardia	250 square feet carpet area	Tripartite Agreement dated 12 th November, 2005	Rs. 75,000/- (Rupees Seventy Five Thousand Only)
2.	Gaffur Garage	150 square feet carpet area together with open land adjoining Diamond Manzil	Letter dated 4 th January, 2006 addressed by Gafoor Garage in favour of the Company	Rs. 10,00,000/- (Rupees Ten Lakh only).
3.	Arjun Bandhu Kumar	1276 square feet	Memorandum of Understanding dated 11 th October, 2005	Rs. 12,00,000/- (Rupees Twelve Lakh Only)
4.	Ruby Automobile Engineers	3250 square feet	Agreement for Surrender of Tenancy Rights dated 6 th June, 2006	Rs. 17, 50, 000/- (Rupees Seventeen Lakh Fifty Thousand only)
5.	Bakshi Kuldeep Singh Ghura	Ground Floor in the compound known as "Diamond Jubilee Compound" admeasuring approx. 8287.85 square feet	Tripartite Memorandum of Understanding dated 17 th October, 2005	Rs. 3,37,50,000/- (Rupees Three Crores Thirty Seven Lacs Fifty Thousand only)
6.	Advance Scientific Co.	610 square feet.	Tripartite Agreement	Rs. 7,00,000/- (Rupees Seven Lac only).
7.	Chandrakant Govind Shinde	500 square feet.	Tri Partite Agreement dated 8 th October, 2006	Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only)
8.	Ms. Vargine Anthony Gonsales	Virginia House admeasuring approximately	Agreement of Surrender of Tenancy Rights dated 28 th July, 2008	Rs. 45,00,000/- (Rupees Forty Five Lacs Only)

		552 square ft. Opposite Mehta Estate Building, Diamond Jubilee Compound		
9.	Kasam Usman Hoble – Javed Ayub Shaikh – Makbul Usman Shaikh – Ebrahim Usman Hoble	Room No. 11 and 13 admeasuring 450 square feet each situated at Diamond Jubilee Compound	Deed of Surrender dated 16 th January, 2009	Rs. 5,00,000/- (Rupees Five Lakh Only)
10.	Mohammed Hashim	Room No. 9 of Mohammed Hanif Chawl in the compound known as Diamond Jubilee Compound	Memorandum of Understanding dated 11 th August, 2006	Rs. 10,50,000/- (Rupees Ten Lakh Fifty Thousand Only)
11.	Shankar Rajanna Baraa	364 square feet situated at 285/ED, Ground Floor at Diamond Jubilee Compound	Tripartite Agreement dated 24 th September, 2005	Rs. 8,00,000/- (Rupees Eight Lakh Only)
12.	Cyrus Phiroz Kaka	Premises admeasuring 564 square feet carpet area situated at 285/K, at Diamond Jubilee Compound	Affidavit cum Indemnity Bond dated 2 nd September, 2005	
13.	Surgabhi Imam Master – Tayra Imam Master	Room No.1 in Municipal House No. 53 situated at Diamond Jubilee	Consent Terms dated 3 rd March, 2006 filed in RAD Suit No. 145 of 2004 before the Court of Small Causes,	

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		Compound, 285 A/B, Karel Wadi, Dhobi Ghat		
14.	Riyaz Mohammed Yusuf Shaikh	Room No. 7, Mohammed Hanif Chawl, 285-E, Diamond Jubilee Compound	Letter dated 24 th August, 2007 addressed by Riyaz Mohammed Yusuf Shaikh	Rs. 85,00,000/- (Eighty Five Lacs Rupees Only).
15.	Badruddin Khan – Liaqzat Hussain Khan – Kamruddin Khan – Shamruddin Khan	Room bearing No. 8 admeasuring 659.52 square feet carpet area (329.76 ground area and 329.76 attic/mezzanine floor area) in the building known as Mohammed Hanif Chawl	Memorandum of Understanding dated 17 th November, 2006	
16.	Illaya Bhumyya Bondla and Mr. Abdul Mannan	Premises bearing No. 6 (Tin Shed) admeasuring approx. 175 square feet	Tripartite Agreement dated 16 th September, 2005	Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)
17.	Gangaram Cinaya Dhobi jt. Saina Gangaram Dhobi and Mr. Ashraf Saleh jt. Mr. Mannan	Premises admeasuring 633.12 square feet	Irrevocable Power of Attorney dated 16 th September, 2005	
18.	Koduroula Kisan jt. Kondarly Nadpi Balu	Premises admeasuring total 650 square feet	Irrevocable Power of Attorney dated 16 th September, 2005	

19

19.	Yunam Pili Gumaya	221 square feet.	Memorandum of Understanding dated 16 th September, 2005	Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)
20.	Babu Narsu Musriglalu	521 square feet	Irrevocable Power of Attorney dated 16 th September, 2005	
21.	Diamondwall a	800 square feet at 285/B Diamond Manzil	Letter addressed by Mr. Ajaz Mohd. Rafiq Diamondwala dated 18 th November, 2006	Rs. 13,29,545/- (Rupees Thirteen Lakhs Twenty Nine Thousand Five Hundred Forty Five only)
22.	Mr. Mohammed Ali Razad	800 square feet at 285/B Diamond Manzil	Letter addressed by Mr. Mohammed Ali Razad dated 18 th November, 2006	Rs. 10,00,000/- (Rupees Ten Lakhs only)
23.	Nilofer Mohd. Rafir	800 square feet at 285/B Diamond Manzil	Letter addressed by Nilofer Mohd. Rafir dated 18 th November, 2006	Rs. 13,29,545/- (Rupees Thirteen Lakhs Twenty Nine Thousand Five Hundred Forty Five only)
24.	Mr. Saeed Mohd. Rafiq Diamondwala	800 square feet carpet area at 285/B Diamond Manzil	Letter addressed by Mr. Saeed Mohd. Rafiq Diamondwala dated 18 th November, 2006	Rs. 13,29,545/- (Rupees Thirteen Lakhs Twenty Nine Thousand Five Hundred Forty Five only)
25.	Ms. Fatima Razzak Diamondwala	800 square feet carpet area at 285/B Diamond Manzil	Letter addressed by Ms. Fatima Razzak Diamondwala dated 18 th November, 2006	Rs. 45,00,000/- (Rupees Forty Five Lakh Only)
26.	Mr. Farook Diamondwala	800 square feet carpet area at 285/B Diamond Manzil	Letter addressed by Mr. Farook Diamondwala dated 18 th November, 2006	Rs. 20,00,000/- (Rupees Thirteen Lakhs Eighteen Thousand One Hundred and Eighty Two only)
27.	Ms. Farid Rafiq Diamondwala	800 square feet carpet area at	Letter addressed by Ms. Farid Rafiq Diamondwala dated 18 th November, 2006	Rs. 13,29,545/- (Rupees Thirteen Lakhs Twenty Nine Thousand

		285/B Diamond Manzil		Five Hundred and Forty Five only)
28.	Mr. Asif Mohd. Khan	175.04 square feet in the building known as Mohammed Hanif Chawl in the Diamond Jubilee Compound	Memorandum of Understanding dated 22 nd December, 2006	Rs. 10,00,000/- (Rupees Ten Lacs only)
29.	Abdul Karim Haji Ahmed	475 square feet	Tripartite Agreement	Rs. 8,00,000/- (Rupees Eight Lakhs only).
30.	Shaheen Mohd. Rafique Shaikh and Badrushama Shaikh		Tripartite Agreement	Rupees 20,32,000/- (Rupees Twenty Lakhs Thirty Two Thousand only)
31.	Krishnakumar Dandekar	678 square feet	Memorandum of Understanding	Rs. 27,75,000/- (Rupees Twenty Seven Lacs Seventy Five Thousand only)
32.	Amar Plastic	980 square feet	Letter addressed by Amar Plastic Industries dated 20 th February, 2006	Rs. 55,78,600/- (Rupees Fifty Five Lakhs Seventy Eight Thousand Six Hundred only)
33.	Imran Mohd. Iqbal		Letter addressed by Imran Mohd. Iqbal dated 1 st November, 2006	Rs. 10,50,000/- (Rupees Ten Lakhs Fifty Thousand only)
34.	Zeesham A. Khan	330 square feet	Letter addressed by Zeesham A. Khan dated 23 rd March, 2007	Rs. 6,01,571/- (Rupees Six Lakhs One Thousand Five Hundred and Seventy One only)



35.	Liaqqat Hussain Khan	330 square feet	Letter addressed by Liaqqat Hussain Khan dated 9 th March, 2007	Rs. 9,50,000/- (Rupees Nine Lakhs Fifty Thousand only)
36.	Kamruddin Khan	330 square feet in Diamond Manzil compound	Letter addressed by Kamruddin Khan dated 10 th February, 2007	Rs. 13,43,544/- (Rupees Thirteen Lakhs Forty Three Thousand Five Hundred and Forty Four only)
37.	Ruxana Khatoon	330 square feet in Diamond Manzil compound	Letter addressed by Ruxana Khatoon dated 10 th February, 2007	Rs. 1,85,524/- (Rupees One Lakh Eighty Five Thousand Five hundred and Twenty Four only)
38.	Mohd. Yusuf Abdul	Garage	Letter addressed by Mohd. Yusuf Abdul dated 14 th August, 2006	Rs. 10,00,000/- (Rupees Ten Lakhs only)
39.	Mohd. Ebrahim Abdul	Garage	Letter addressed by Mohd. Ebrahim Abdul dated 14 th August, 2006	Rs. 10,00,000/- (Rupees Ten Lakhs only)
40.	Resham Ismail Kaserooni	Garage	Letter addressed by Resham Ismail Kaserooni dated 25 th September, 2006	Rs. 10,00,000/- (Rupees Ten Lakhs only)
41.	Anwar B. Khan	Garage	Letter addressed by Anwar B. Khan dated 23 rd March, 2007	Rs. 2,00,000/- (Rupees Two Lakhs only)
42.	Mohd. Sabir Zakaria		Letter addressed by Mohd. Sabir Zakaria dated 3 rd November, 2006	Rs. 5,75,000/- (Rupees Five Lakhs Seventy Five Thousand only)
43.	Sabahat Iqbal Shaikh		Letter addressed by Sabahat Iqbal Shaikh	Rs. 9,40,000/- (Rupees Nine Lakhs Forty Thousand only)
44.	Satish Parsekar		Letter addressed by Satish Parsekar	Rs. 56,640/- (Rupees Fifty Six Thousand Six Hundred Forty Five only)
45.	Habib M. Haruf	Two Garage	Letter addressed by Habib M. Haruf dated 20 th January, 2006	Rs. 29,80,000/- (Rupees Twenty Nine Lakhs and Eighty Thousand only)

46.	Mr. Habib Mohamed Hanif	480 square feet along with attached terrace admeasuring 360 square feet on the first floor in the building known as Diamond Manzil, in the Diamond Jubilee Compound	Memorandum of Understanding dated 10 th July, 2006	Rs. 47,25,000/- (Rupees Forty Seven Lakhs Twenty Five Thousand only)
47.	Hasanmiya A. Shaikh	Open parking	Letter addressed by Hasanmiya A. Shaikh dated 21 st November, 2006	Rs. 5,00,000/- (Rupees Five Lakhs only)
48.	Mr. Zubeida Banu Sheikh	330 square feet at 285/B Diamond Manzil	Letter addressed by Mr. Zubeida Banu Sheikh dated 21 st November, 2006	Rs. 10,00,000/- (Rupees Ten Lakhs only)
49.	Shaikh Abdul Gafoor	120 square feet at 285/B Diamond Manzil	Letter addressed by Shaikh Abdul Gafoor dated 4 th November, 2006	Rs. 9,00,000/- (Rupees Nine Lakhs only)
50.	Shaikh Aftab Gafoor	Garage admeasuring 120 square feet at 285/B Diamond Manzil	Letter addressed by Shaikh Aftab Gafoor dated 4 th November, 2006	Rs. 2,00,000/- (Rupees Two Lakhs only)
51.	Umar Farook Khan	100 square feet at 285/B Diamond Manzil	Letter addressed by Umar Farook Khan dated 4 th November, 2006	Rs. 1,00,000/- (Rupees One Lakh only)
52.	Shaikh Nigar Faiyaz	285/B Diamond Manzil	Letter addressed by Shaikh Nigar Faiyaz dated 24 th August, 2006	Rs. 5,00,000/- (Rupees Five Lakh only)
53.	Zubeda Sayyed Abdul Rehman	Premises in Ruby Automobile Engineers Compound	Letter addressed by Zubeda Sayyed Abdul Rehman	Rs. 50, 00,000/- (Rupees Fifty Lakh Only)
54.	SS Crystal	500 square feet carpet area	Memorandum of Understanding executed in 2006	Rs. 7,00,000 (Rupees Seven Lakh Only)

55.	Chetan Nayar	84 square feet carpet area	Memorandum of Understanding executed in 2006	Rs. 1,71,500/- (Rupees One Lakh Seventy One Thousand and Five Hundred Only)
56.	Shashi Arora	500 square feet	General Irrevocable Power of Attorney	
57.	Haji Shaikh Jaffar Baba Miya	514.71 square feet carpet area	Memorandum of Understanding executed in 2006	Rs. 15,00,000 (Rupees Fifteen Lakh Only)
58.	Mandeep J Shah And Falguni Mandip Shah	Shop No. 21 in Diamond Jubilee Compound.	Consent Terms dated 21 st January 2008 filed in RAE Suit No. 820/1309 of 2007	Rs. 20,00,000 (Rupees Twenty Lakhs only)
59.	Mr. Aslam Shaikh, Mr. Iqbal Mujawar, Mr. Bashir Shaikh And Mr. Mohsin Shaikh	350 square feet carpet area plus 150 square feet mezzanine floor situated in Diamond Jubilee Compound.	Letter addressed by Mr. Aslam Shaikh, Mr. Iqbal Mujawar, Mr. Bashir Shaikh and Mr. Mohsin Shaikh dated 22 nd December 2008	
60.	Mr. Nissarchand Shaikh	330 square feet in Diamond Manzil Compound.	Letter addressed by Mr. Nissarchand Shaikh dated 30 th August, 2006.	Rs. 7,00,000/- (Rupees Seven lakhs only)
61.	Automobiles Traders of India	Area admeasuring 1350 square feet.	Memorandum of understanding executed in 2005	Rs. 84,00,000/- (Eighty-Four Lakhs only).
62.	Shaheen Rafiq Shaikh		Letter addressed by Shaheen Rafiq dated 20 th November 2006	Rs. 12,00,000/- (Twelve Lakhs only).
63.	Sameer A Khan	1000 square feet.	Agreement dated 17 th January 2009	Rs. 12,00,000/- (Twelve Lakhs only).
64.	Amarsen Goragandhi	1300 square feet carpet area, situated on the	Tri Partite Agreement executed in the year 2005	Rs. 29,78,600 (Rupees Twenty Nine Seventy

19

		1 st floor at Ruby Automobiles Compound,		Eight Thousand Six Hundred only)
65.	PackAge Co	Premises admeasures 900 square feet	Memorandum of Understanding executed in then year 2005	Rs. 29,786,00 (Rupees Twenty Nine Lakh Seventy Eight Thousand and Six Hundred Rupees Only)
66.	Arjun Bandhu Khamkar	245 square feet/2100 square feet.	Memorandum of Understanding dated 11 th October, 2005	Rs.12,00,000/- (Rupees Twelve Lakhs only)
67.	Zaibunisa Gadkari	634.12 square feet	Consent Terms dated 2 nd July, 2008 filed in suit bearing RAD Suit No. 254 of 2006 in the Court of Small Causes	Rs. 10,00,000/- (Rupees Ten Lakhs only)
68.	Mangla Lalit Bharda	600 square feet.	Tri Partite Agreement dated 12 th November, 2005	Rs.10,00,000 (Rupees Ten Lakhs only)
69.	Themis Distribution	1510 square feet.	Memorandum of Understanding dated 8 th October, 2005	Rs.16,00,000/- (Rupees Sixteen Lakhs only)
70.	K.T. Co.	705 square feet.	Memorandum of Understanding executed in the year 2005.	Rs.19,25,000 (Rupees Nineteen Lakhs Twenty five Thousand only)
71.	Mahendra Madhu Chari		Tri Partite Agreement executed in the year 2005	Rs 3,50,000/- (Rupees Three Lakhs Fifty Thousand only)
72.	Balbirsingh Tejasingh Ghura	Area admeasuring approximately 8287.85 square feet situated on the ground floor in the compound known as	Memorandum of Understanding dated 17 th October 2005.	Rs. 3,37,50,000/- (Rupees Three Crore Thirty Seven Lakhs Fifty Thousand only)

		Diamond Jubilee Compound.		
73.	Vijay Kumar Sahewalla	150 square feet.	Memorandum of Understanding executed in the year 2005	Rs.6,00,000/- (Rupees Six Lakhs only)
74.	Mahabir Prasad Pokarmal Sahewala	350 square feet.	Memorandum of Understanding executed in the year 2005	Rs.14,00,000/- (Rupees Fourteen Lakhs only)
75.	Mr. Sayed Umer Quadri		Letter addressed by Mr. Sayed Umer Quadri dated 6 th November, 2006	Rs. 3,00,000/- (Rupees Three Lakhs only)
76.	J. Prakash & Co.	182 square feet.	Memorandum of Understanding dated 28 th October, 2005	Rs. 3,50,000/- (Rupees Three Fifty Lakhs only)
77.	Mohammed Rafiq Abdul Latif Jt. Fatima B. Razzaq	441 square feet.	MOU dated August 24, 2005	Rs. 5,00,000/- (Rupees Five Lakhs only)
78.	Ashraf Haji Yakub Shaikh	Area admeasuring 1200 square feet.	Tripartite Agreement dated 30 th January, 2006.	Rs.11,00,000/- (Rupees Eleven Lakhs only)
79.	Jainsons Overseas	368 square feet.	Memorandum of Understanding dated 25 th January, 2006	Rs. 8,50,000/- (Rupees Eight Lakhs Fifty Thousand only)
80.	Abdul Salik	15.90 square meters.	Tripartite Agreement dated 20 th January, 2006	Rs.20,00,000/- (Rupees Twenty Lakhs only)
81.	Indu Metal Products	176 square feet.	Tripartite Agreement	Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand only).
82.	Ashraf Haji Yakub Shaikh	1500 square feet.	Tripartite Agreement dated 30 th January, 2006	Rs.11,00,000/- (Rupees Eleven Lakhs only)

83.	Therapeutic Pharmaceuticals	835 square feet.	Memorandum of Understanding	Rs.30,00,000/- (Rupees Thirty Lakhs only)
84.	Queens Packaging	950 square feet.	Agreement of Surrender of Tenancy dated 19 th June, 2006	Rs. 6,00,000/- (Rupees Six Lakhs only)
85.	Fair Deal Plastics	900 square feet.	Memorandum of Understanding.	Rs. 33,00,000 (Rupees Thirty Three Lakhs only)
86.	Ashraf Jehangir Habib	Shed/ garage admeasuring 33.11 square meters.	Tri Partite Agreement dated 20 th January 2006.	Rs. 20,00,000/- (Rupees Twenty Lakhs only)
87.	Kentil Industries	Area admeasuring 300 square feet.	Letter addressed by M/s. Kentil Industries dated 10 th August 2006	Rs.12,00,000/- (Rupees Twelve Lakhs only)
88.	Haira Bi	Premises in Diamond Manzil Dhobi Ghat Chawl.	Letter addressed by Mr. Haira Bi dated 6 th November, 2006.	Rs. 3,00,000 (Rupees Three Lakhs only)
89.	Imran Sayed	Premises in in Diamond Manzil Dhobi Ghat Chawl.	Letter addressed by Mr. Imran Sayed dated 6 th November, 2006	Rs. 2,00,000 (Rupees Two Lakhs only)
90.	Hajiyani Hawabi Shaikh	Premises in Diamond Jubilee Compound.	Letter addressed by Hajiyani Hawabi Shaikh dated 12 th June, 2007	Rs. 4,00,000/- (Rupees Four Lakhs only)
91.	Mohd. Arif Y. Shaikh	Premises in Diamond Jubilee Compound	Letter addressed by Mohd. Arif Y. Shaikh dated 12 th June, 2007	Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)
92.	A to Z Auto Tin Work	Premises in Diamond Jubilee Compound	Letter addressed by A to Z Auto Tin Work dated 12 th January, 2007	Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)