



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DJM/10935/4589/2015

TITLE CERTIFICATE

To
Incline Realty Private Limited
Commerz, 3rd floor
International Business Park
Oberoi Garden City
Off Western Express Highway
Goregaon (East)
Mumbai 400083

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres,
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres, and
- (3) All that piece of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres,

hereinafter collectively referred to as "the said Land", which is more particularly described in the Schedule hereunder written.

1. Our client, Incline Realty Private Limited, has instructed us to investigate their title to the said Land. In this regard, we have undertaken an investigation for ascertaining the title of Incline Realty Private Limited to the said Land, and on the basis of our investigation, we have prepared a detailed report of even date containing our observations in this regard ("Compendium"). We have also taken a Declaration of even date from Incline Realty Private Limited with respect to the facts which cannot be ascertained from the examination of the public records. The Compendium also details the various steps undertaken by us for investigation of title of Incline Realty Private Limited to the said Land, which are as follows,-

- (i) Examined the title deeds in respect of the said Land on 19th September 2014, in original / photocopy as stated in Annexure "A" to the Compendium.
- (ii) Caused to undertake searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 48 years commencing from the year 1965.
- (iii) Examined the 7/12 Extracts (Village Form No. VII-XII), Mutation Entries (Village Form No. VI) and Property Register Cards with respect to the said Land. We have not examined the Mutation Entry No. 36, which our search clerk has been unable

to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.

- (iv) Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
 - (v) We have examined the Development Plan and Remark issued by the Municipal Corporation of Greater Mumbai dated 27th November, 2014 in respect of the said Land.
 - (vi) We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
 - (vii) Examined the Certificates of Title dated 25th February, 2014 issued by M/s. Hariani & Co. in respect of New C.T.S. No. 107E and C.T.S. No. 141 respectively.
 - (viii) We have issued a public notice on 28th April, 2015 in (i) Free Press Journal (English) and (ii) Navshakti (Marathi), inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land. We have till date, not received any responses to the Public Notices.
2. This Title Certificate is a brief summary of our principal observations as contained in the Compendium. Capitalised terms used herein and not defined herein but defined in the Compendium shall have the meaning ascribed to them in the Compendium.
 3. By and under the following conveyances, Incline Realty Private Limited has purchased and acquired the said Land for the consideration and in the manner stated therein,-
 - (i) Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.
 - (ii) Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.
 - (iii) Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.

CONCLUSION

Based on the steps undertaken by us as stated in the Compendium, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land, subject to what is stated in the Compendium and subject to the following,-

1. Compliance with the terms and conditions of the said Permissions and compliance with terms and conditions of the Land 2 Deed pertaining to the Land 2 and the Land 3 Deed pertaining to the Land 3.
2. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein.
3. The encroachment on the Land 2 as stated in the Compendium.
4. Examination of the papers, proceedings and orders in the Suit No. 4980 of 1979 and complete determination of the eventual outcome and final adjudication thereof.

19

5. The examination of the Mutation Entry No. 36, which our search clerk has been unable to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.
6. The registered instruments (not reviewed by us) as listed in Annexure "B" to the Compendium.

THE SCHEDULE REFERRED HEREINABOVE

Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East	:	by Western Express Highway
On or towards the South	:	by 36.60 metre wide DP Road
On or towards the West	:	inter alia by 18.30 metre wide DP Road

Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

- (1) Admeasuring approximately 28,362.80 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North	:	by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East	:	by Western Express Highway
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)
- (2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

19

Part C

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivli in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North
On or towards the East
On or towards the South
On or towards the West

by New C.T.S. No. 107/E(part)
by New C.T.S. No. 107/E(part)
by New C.T.S. No. 107/E(part)
by New C.T.S. No. 107/E(part)

Dated this 13th day of May, 2015

For Wadia Ghandy & Co.



Dhawal J. Mehta
Partner



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6764, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DJM/10935/ 664/2017

ADDENDUM TO TITLE CERTIFICATE

To
Incline Realty Private Limited
Commerz, 3rd floor
International Business Park
Oberoi Garden City
Off Western Express Highway
Goregaon (East)
Mumbai 400063

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres ("Land 1"),
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 28,130.40 square metres ("Land 2"), and
- (3) All that piece of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres ("Land 3"),

hereinafter collectively referred to as "the said Land".

A. INTRODUCTION

We have been requested by our client, Incline Realty Private Limited, to update our Title Certificate dated 13th May, 2015 and Compendium to Title Certificate dated 13th May, 2015 both issued to Incline Realty Private Limited, certifying their right, title and interest to the said Land in the manner stated therein (collectively "2015 Certificate"). Subsequent to issuance of our 2015 Certificate, our client has commenced the phase-wise development of a mixed use real estate project on the said Land, known as 'Sky City'. This Addendum to the 2015 Certificate ("Addendum") is a report containing our observations on the material events, facts and circumstances that have transpired subsequent to the 2015 Certificate.

B. STEPS

We have undertaken the following steps whilst issuing this Addendum,-

1. Examined the original title deeds as stated in Annexure "A" hereto in respect of the said Land on 12th January, 2017, at the registered office of our client.

2. Caused to undertake an updation of searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 1 year from the year 2015 till 2016.
3. Examined the 7/12 Extracts (Village Form No. VII-XII), Mutation Entries (Village Form No. VI) and Property Register Cards with respect to the said Land. We have not examined the Mutation Entry No. 36, which our search clerk has been unable to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.
4. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
5. Examined the Development Plan and Remark issued by the Municipal Corporation of Greater Mumbai dated 27th November, 2014 in respect of the said Land.
6. We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
7. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our client to furnish us information in that regard and the same is also recorded in the Declaration of even date executed by Incline Realty Private Limited.
8. At our client's request, we have not issued any public notices inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land, save as stated in the 2015 Certificate.
9. In connection with this Addendum, it may be noted that:-
 - 9.1 For the purpose of issuing this Addendum, we have caused Mr. Ashish S. Javeri, Search Clerk, to update his earlier Search Reports, and to undertake updation of searches at the relevant Offices of the Sub-Registrar of Assurances at Mumbai City, Thane, Vasai, Bandra, Borivali and Goregaon from the year 2015 upto 31st March, 2016, depending on the concerned Office of the Sub-Registrar of Assurances. Although the report we have caused to be issued with respect to the aforesaid searches is dated 20th September, 2016, our Search clerk has informed us that the records of the Offices of the Sub-Registrar of Assurances are available for inspection only till 31st March, 2016. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.
 - 9.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 11th January, 2017. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.
 - 9.3 Unless specifically stated otherwise in this Addendum, we have not verified whether the formalities which have a direct bearing on the enforceability of the contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us have been complied with or not.

- 9.4 The accuracy of this Addendum necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Addendum and as detailed in the list annexed and marked as Annexure "A-1" hereto, we have not examined any further deeds, documents or writings pertaining to the said Land or Incline Realty Private Limited. Further, save as specifically recorded in this Addendum, we have examined uncertified photocopies of the deeds, documents and writings referred herein.
- 9.5 This Addendum records our observations on the material events, facts and circumstances that have transpired subsequent to the 2015 Certificate and is to be read together with the 2015 Certificate. This Addendum does not contain any observations on the development potential of the said Land nor have we investigated the development potential of the said Land.
- 9.6 Capitalised terms used herein and not defined herein but defined in our Compendium to Title Certificate dated 13th May, 2015 shall have the meaning ascribed therein.

C. APPROVALS

1. Environmental Clearance:-

The State Level Environment Impact Assessment Authority of the State of Maharashtra granted Environment Clearance to the project being undertaken by Incline Realty Private Limited upon the said Land, under its Letter dated 18th July, 2016 bearing reference no.SEAC-2014/CR-271/TC-1 ("E.C.") subject to compliance with the parameters prescribed therein and on the terms and conditions more particularly mentioned therein including *inter-alia* that NOC be obtained from the Standing Committee of the National Board of Wildlife. The E.C. permits and sanctions *inter-alia* construction and development of the following buildings on the said Land,-

- 1.1 Building No.1, which is permitted for residential user, comprising of 10 towers each consisting of 3 basements + ground level + 5 podium levels + 81 upper levels including 2 fire check floors, and consisting of 3886 units/premises; and
- 1.2 Building No.2, which is permitted for commercial user, comprising of 1 basement + ground level + 1 upper level, and consisting of 4 units.

2. Wildlife Board NOC:-

- 2.1 Our client has informed us that they have applied for the no-objection certificate from the Standing Committee of the National Board of Wildlife ("Standing Committee, NBWL") of the Ministry of Environment, Forests and Climate Change of the Government of India.
- 2.2 We note that subsequent to our client's application, the Ministry of Environment, Forest and Climate Change of the Government of India ("MOEF") published a Notification No. S.O.3645(E) dated 5th December, 2016 ("SGNP ESZ Notification") in the Gazette of India in exercise of its powers under Sections 3(1), 3(2)(v), 3(2)(xiv) and 3(3) of the Environment (Protection) Act, 1986 read with Rule 5(3) of the Environment (Protection) Rules, 1986 notifying the Sanjay Gandhi National Park Eco-Sensitive Zone ("SGNP ESZ") around the boundaries of the Sanjay Gandhi National Park, in the manner and on the terms

and conditions mentioned therein. None of the survey numbers comprised in the said Land are reflected in Part B of Annexure III to the aforesaid notification, and consequently, the said Land is not comprised in the SGNP ESZ.

2.3 Subsequent to the above notification, we have examined the Letter dated 28th December, 2016 bearing reference no.B/Class-2/Land/3966/2016-17 issued by the Office of the Chief Conservator of Forests and Director, Sanjay Gandhi National Park, which refers to the said SGNP ESZ Notification and records that since the said Land is not situated in the SGNP ESZ, prior permission of the National Board of Wildlife is not required for construction and development on the said Land.

3. **Airports Authority of India NOC:-**

By and under a Letter dated 3rd August, 2015 bearing reference no. JUHUWEST/B/052115/121551 issued by the Airports Authority of India, Western Region to Incline Realty Private Limited, no-objection was accorded for construction upto a permissible top elevation i.e. maximum height of 259.26 metres AMSL (above mean sea level), on the terms and conditions mentioned therein. Subsequent to the AAI NOC, our client has informed us that they have not received any further letters and/or notices from the AAI, the Directorate General of Civil Aviation or the Ministry of Civil Aviation.

4. **Residential Building Approvals:-**

4.1 **Fire NOC:**

By and under a Letter dated 29th July, 2015 bearing reference no.FB/HRC/WS/41 read with a Letter dated 13th October, 2015 bearing reference no.FB/HRC/R-IV/34 read with a Letter dated 17th December, 2015 bearing reference no.FB/HRC/R-IV/43 (collectively "Residential Building Fire NOCs") all issued by the Mumbai Fire Brigade of the Municipal Corporation of Greater Mumbai ("MCGM"), no-objection was granted for the construction of the Residential Building No.1 comprising of 10 towers identified as Towers A to J on the terms and conditions mentioned therein. The Residential Building Fire NOCs clarify *inter-alia* that the Towers A to J comprised in the Residential Building No.1 are connected by common 3 level basements, common ground floor and stilts, 1st to 5th level podium floors and 6th floor (Eco-deck level), and further, that Towers A to G are comprised of 7th to 61st residential floors and Towers H to J are comprised of 7th to 60th residential floors.

4.2 **Intimation of Disapproval:**

By and under Intimation of Disapproval dated 10th February, 2015 bearing reference no.CHE/WSII/0505/R1/337/New of 2014-2015 together with the sanctioned plans annexed thereto, read with a Letter dated 7th November, 2015 together with the amended sanctioned plans annexed thereto, read with a Letter dated 15th January, 2016 bearing reference no.CHE/WSII/0505/R1/337(New) together with the amended sanctioned plans annexed thereto (collectively "Residential Building IODs"), all issued and sanctioned by the MCGM, Incline Realty Private Limited was accorded permission to undertake the construction and development of Residential Building No.1 comprising of 10 towers, identified as Towers A to J, on the terms and conditions mentioned therein, including *inter-alia* development and implementation of a public parking scheme on the said Land ("PPL Scheme") under the provisions of Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991 ("DCR"). The

Residential Building IODs sanction *inter-alia* 1906 units/premises in Residential Building No.1, 8162 parking spaces for the Residential Building No.1 and 3896 parking spaces for the PPL Scheme.

4.3 Commencement Certificate:

4.3.1 By and under a Commencement Certificate dated 29th December, 2015 bearing reference no.CHE/WSII/0505/R1/337(New) issued by the MCGM ("Residential Building C.C. 1"), permission was accorded to Incline Realty Private Limited to commence construction of the Residential Building No.1 comprising of 10 towers identified as Towers A to J on the terms and conditions mentioned therein including *inter-alia* in accordance with Phase Programme sanctioned by the MCGM vide its Letter dated 22nd December, 2015 bearing reference no.CHE/WSII/0505/R1/337(NEW). The Residential Building C.C. 1 has been re-endorsed most recently on 25th May, 2016 and permits undertaking entire work upto (a) the top of ground floor for Tower B i.e. 3 level basement(part) + ground(part), (b) the top of basement for Towers C, D and E i.e. 3 level basement(part), and (c) the top of basement 1 for Tower A i.e. 3 level basement(part), within the footprint of Towers B, C, D, E and A respectively in accordance with the amended plans sanctioned on 15th January, 2016 (referred above).

4.3.2 The MCGM has subsequently issued revised Commencement Certificate dated 13th January, 2017 bearing reference no.CHE/WSII/0505/R1/337(New), which is in continuation to the Residential Building C.C. 1, and permits undertaking entire work upto (a) the top of podium level 1 for Towers A and B i.e. 3 level basement + ground level + 1st podium level, (b) the top of ground floor for Towers C, D and E i.e. 3 level basement + ground level, (c) the top of podium level 4 for Towers H and I i.e. 3 level basement + ground level + 1st podium level to 4th, (d) the top of podium level 7 for Tower J i.e. 3 level basement + ground level + 1st podium level to 7th podium level, and (e) entire work of basements and podiums for parking i.e. 3 level basement + 1st podium level to 5th podium level of Residential Building No.1 in accordance with the approved phase programme dated 22nd December, 2015 and the amended plans sanctioned on 15th January, 2016 (referred above).

5. Commercial Building Approvals:-

5.1 Fire NOC:

5.1.1 By and under a Letter dated 17th December, 2015 bearing reference no.FB/CR/R-IV/197 ("Commercial Building Fire NOC") issued by the Mumbai Fire Brigade of the MCGM, no-objection was granted for the construction of the Commercial Building No.2 comprising of basement + ground floor + 1 upper level on the terms and conditions mentioned therein.

5.1.2 By and under a Letter dated 17th September, 2016 bearing reference no.FB/CR/R-IV/133 issued by the Mumbai Fire Brigade of the MCGM, no-objection was accorded for the occupation and use of the Commercial Building No.2 on the terms and conditions mentioned therein.

5.2 Intimation of Disapproval:

By and under Intimation of Disapproval dated 16th December, 2015 bearing reference no.CHE/WSII/0607/R1/337(New) of 2014-2015 together with the

A

sanctioned plans annexed thereto, read with a Letter dated 26th July, 2016 bearing reference no.CHE/WSII/0607/R1/337/New together with the amended sanctioned plans annexed thereto (collectively "Commercial Building IODs"), all issued and sanctioned by the MCGM, Incline Realty Private Limited was accorded permission to undertake the construction and development of Commercial Building No.2 comprising of basement + ground floor + 1 upper level with provision for 35 parking spaces on the terms and conditions mentioned therein.

5.3 Commencement Certificate:

By and under a Commencement Certificate dated 31st December, 2015 bearing reference no.CHE/WSII/0807/R1/337(New) issued by the MCGM ("Commercial Building C.C."), permission was accorded to Incline Realty Private Limited to commence construction of the Commercial Building No.2 on the terms and conditions mentioned therein. The Commercial Building C.C. has been re-endorsed most recently on 1st August, 2016 and permits undertaking the entire work thereof i.e. basement + ground floor + 1st upper floor.

5.4 Occupation Certificate:

By and under Full Occupation Certificate dated 23rd September, 2016 bearing reference no.CHE/WSII/0607/R1/337(New) issued by the MCGM ("Commercial Building O.C."), full occupation certificate and permission to occupy was accorded to the Commercial Building No.1 on the terms and conditions mentioned therein.

5.5 Traffic NOC:

By and under a Letter dated 20th September, 2016 bearing reference no.Dy.Ch.E./P-635/Traffic issued by the Executive Engineer (Traffic & Coordination), MCGM, approval was accorded from the traffic operations and maneuverability perspective to the parking layout of the Commercial Building No.2 and the 35 parking spaces provided with respect thereto.

6. Highway Authority Permissions:-

6.1 By and under a Letter dated (illegible) April, 2016 bearing reference no.RDD-4/RCS/Permission/1456 issued by the Office of the Executive Engineer, Road Development Division No.4 of the Public Works Department of the Government of Maharashtra ("Highway Authority") to Incline Realty Private Limited, permission was accorded for construction of 3 approach roads from the Western Express Highway to access the said Land, on the terms and conditions mentioned therein.

6.2 By and under a Letter dated 20th May, 2016 bearing reference no.RDD-4/RCS/Permission/2321 issued by the Highway Authority to Incline Realty Private Limited, no-objection was granted for construction of buildings on the said Land on the terms and conditions mentioned therein including *inter-alia* maintaining a distance of 125 feet from the centre of the Western Express Highway.

7. High Rise Committee NOC:-

By and under a Letter dated 21st April, 2016 bearing reference no.CHE/HRB-621/DPWS issued by the Office of the Chief Engineer (Development Plan), MCGM, Incline Realty Private Limited was intimated that the High Rise Committee constituted by the Government of Maharashtra had accorded permission for the proposed High Rise Building No.1 comprising of 10 Towers upto a height of 201.55 metres, and, at the request of our client's architect and with the approval of the Municipal

D

Commissioner, MCGM, the height was restricted to 187.30 metres for Towers A to G and 184.25 metres for Towers H to J of the Building.

8. Consent to Establish:-

Our client has informed us that they have applied for the Consent to Establish from the Maharashtra Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, which has not been granted till date.

D. MORTGAGE

1. By and under a Debenture Trust Deed dated 26th August, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-6-9015 of 2016 ("DTD") executed between Incline Realty Private Limited, therein referred to as the Company and Axis Trustee Services Limited, therein and hereinafter referred to as the "Debenture Trustee", Incline Realty Private Limited issued certain debentures by way of a private placement to certain investor/s, and, for the purpose of securing the due repayment thereof together with the other secured obligations (as defined therein), Incline Realty Private Limited created a first ranking sole and exclusive English mortgage over 832 unsold (as of the date thereof) units/premises comprised in Towers A to E of the Residential Building No.1 collectively admeasuring 8,28,432 square feet carpet area described more particularly in Part A of Schedule 5 thereto and described in Annexure "B" hereto ("Mortgaged Premises") together with a first ranking sole and exclusive mortgage/charge over all the receivables and monies arising from the Mortgaged Premises and the 699 sold/marketed units/premises comprised in Towers A to D of the Residential Building No.1 collectively admeasuring 6,45,470 square feet carpet area described more particularly in Part B of Schedule 5 thereto and also over the escrow account and debt service account described therein, in the manner and on the terms and conditions mentioned therein, subject however, to the proviso for redemption of the mortgage contained in Clause 19 therein. The DTD requires *inter-alia* that the prior written consent of the Debenture Trustee be obtained for the sale, transfer, lease, assignment or disposition in any other manner howsoever of any of the Mortgaged Premises.
2. Our client has informed us that 7 (seven) Mortgaged Premises have been marketed.
3. We have caused searches to be conducted upto 11th January, 2017 at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land, and barring the mortgage and charge created under the DTD, no subsisting mortgages or charges are reflected as having been created by Incline Realty Private Limited in respect of the said Land.

E. MARKETING OF THE PROJECT

1. Incline Realty have informed us that as of 9th January, 2017, 733 units/premises comprised in Towers A to D of the Residential Building No.1 have been marketed.
2. Incline Realty have informed us that as of 9th January, 2017, 584 units/premises comprised in Towers A to D of the Residential Building No.1 have not been marketed.

F. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES

1. The Search Report dated 20th September, 2016 issued by our search clerk, Mr. Ashish S. Jhaveri for a period of 1 year from 2015 till 2016, reflects the following registered instruments,-

- 1.1 Indemnity Bond dated 10th April, 2015 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-8-2810 of 2015 executed by Truly Creative Developers Private Limited.
 - 1.2 Deed of Conveyance dated 24th September, 2015 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-3-4959 of 2015 executed between Ghanshyam Maganlal Chotalia alias Mistry, Yogesh Jayantilal Kamalia through the hands of his constituted attorney one Nayan Jayantilal Kalamalia, and Nayan Jayantilal Kamalia, therein collectively referred to as 'the vendors', and K. Build Spaces LLP, therein referred to as 'the purchasers'.
2. Neither of the aforesaid instruments pertain to the Land.

G. REVENUE RECORDS

1. 7/12 Extracts (Village Form No.VII-XII):-

We have examined the 7/12 Extracts issued in respect of the revenue assessment survey numbers comprised in the said Land. In furtherance to what is stated at paragraphs C(4.5) and C(4.6) of the Compendium to Title Certificate dated 13th May, 2015,-

- 1.1 The 7/12 Extracts dated 30th July, 2016 with respect to the Land 1 have not been updated to reflect Incline Realty Private Limited as the holder/owner thereof. However, we clarify that the Revenue and Forest Department of the Government of Maharashtra has issued a Circular No.Misc-1005/G.No./346-L-6 dated 21st January, 2006 whereby instructions have been given to all revenue offices that the 7/12 Extracts in respect of lands falling within municipal limits and where Property Register Cards are operational and a city survey has been undertaken, should not be updated any further and should be closed. It is evident that the Government of Maharashtra has taken a policy decision to cease usage of 7/12 extracts in areas where a city survey has been undertaken and Property Register Cards are in force. Consequently, any non-updation of the 7/12 Extracts in respect of the Land, would be mitigated by the fact that the Property Register Cards in respect of the Land stand in the name of Incline Realty Private Limited.
- 1.2 An Independent 7/12 Extract has been opened reflecting Incline Realty Private Limited as the owner/holder of the portion of Survey No.24 Hissa No.3(part) comprised in the Land 2, which was conveyed by Tata Steel Limited to Incline Realty Private Limited under the Land 2 Conveyance, reflecting an area of 7.50 Gunthas equivalent to approximately 758.76 square metres.

2. Mutation Entries (Village Form No.VI):-

We have examined the Mutation Entries in respect of the said Land as reflected on the aforesaid 7/12 Extracts as described at paragraph G(1) above save and except Mutation Entry No.36 and we have no further comments to add to our observations contained in the Compendium to Title Certificate dated 13th May, 2015.

3. Property Register Cards:-

We have examined the following Property Register Cards maintained in respect of the city survey numbers comprised in the said Land, and the particulars of owner/holder, area and other details thereof are identical to the Property Register Cards examined by us and detailed in paragraph C(4.7) of our Compendium to Title Certificate dated 13th May, 2015,-

- 3.1 Property Register Card dated 28th September, 2016 issued in respect of New C.T.S. No.107/E reflecting an area of 99,826 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.2 Property Register Card dated 28th July, 2016 issued in respect of C.T.S. No.141 reflecting an area of 589.60 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.3 Property Register Card dated 28th September, 2016 issued in respect of C.T.S. No.142 reflecting an area of 136.20 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.4 Property Register Card dated 28th September, 2016 issued in respect of C.T.S. No.155 reflecting an area of 269.80 square metres and Incline Realty Private Limited as the owner/holder thereof; and
- 3.5 Property Register Cards dated 28th September, 2016 issued in respect of C.T.S. Nos.155/1 to 155/12 reflecting a collective area of 332.50 square metres and Incline Realty Private Limited as the owner/holder thereof.

H. LITIGATIONS

1. L.E. Suit No.84 of 2007:-

- 1.1 In furtherance to our observations at paragraph C(2.2.14) of our Compendium to Title Certificate dated 13th May, 2016, the captioned Suit has since been listed and heard before the Court of Small Causes, Bandra Branch, Mumbai ("**Small Causes Court**") on several occasions.
- 1.2 By and under an Order dated 4th May, 2016 passed by the Small Causes Court, the written statement filed by Incline Realty Private Limited was taken on record.
- 1.3 By and under an Order dated 30th June, 2016 passed by the Small Causes Court, the Application filed by Incline Realty Private Limited for Impleadment as a party defendant in the captioned Suit was allowed and the plaintiffs were directed to add Incline Realty Private Limited as a party defendant in the captioned Suit and were further directed to file an amended plaint. The plaintiff thereafter duly served a copy of the amended plaint upon Incline Realty Private Limited.
- 1.4 By and under an Order dated 2nd September, 2016 passed by the Small Causes Court, the captioned Suit was directed to be proceeded without filing of the additional written statement of Defendant No.2 therein i.e. Tata Steel Limited.
- 1.5 The captioned Suit was last listed on 30th September, 2016 at which time draft Issues prepared by Incline Realty Private Limited were filed in Court, and at which time, the plaintiff no.2(d) i.e. Kunal Chotalia, moved an Application dated 30th September, 2016 seeking that the captioned Suit be adjourned to a later date on account of the death of the plaintiff no.1 i.e. the late Mr. Ratilal Govindji Mistry alias Chotalia. The captioned Suit was last listed on 18th January, 2017, at which time the plaintiff no.2(d) filed an application seeking deletion of the deceased plaintiff no.1 i.e. the late Mr. Ratilal Govindji Mistry alias Chotalia as a plaintiff and for consequential amendments to the plaint.
- 1.6 The captioned Suit is next listed on 3rd February, 2017 for filing replies to the aforesaid application filed by plaintiff no.2(d).

2. L.C. Suit No.1794 of 2016:-

- 2.1 One Mr. Kunal Vallabhdas Chotalia, filed the captioned Suit in the Bombay City Civil Court at Dindoshi ("City Civil Court") together with a Notice of Motion No.2098 of 2016 against Inter-alia Incline Realty Private Limited seeking certain reliefs more particularly claimed therein, including inter-alia, that Incline Realty Private Limited be prohibited and enjoined from utilizing the land plate and development potential in the form of FSI/TDR of C.T.S. No.141 admeasuring 589.60 square metres (comprised in the Land 2) in the 'Sky City' project. The plaintiff i.e. Mr. Kunal Chotalia, claims to be the owner of the land bearing C.T.S. No.141 (which is comprised in the Land 2).
- 2.2 By and under an Order dated 1st August, 2016 passed by the City Civil Court on the plaintiff's application for ad-interim reliefs, the City Civil Court refused to grant any ad-interim reliefs for the reasons mentioned therein. The Notice of Motion No.2098 of 2016 is next listed on 9th March, 2017.

I. DEVELOPMENT PLAN AND REMARK

We have examined the copy of the Development Plan and Remark dated 27th November, 2014 issued by the MCGM in respect of *inter-alia* the said Land and our observations in that regard are contained in paragraph I of our Compendium to Title Certificate dated 13th May, 2015.

J. LAND REVENUE AND NON-AGRICULTURAL ASSESSMENT

By and under a Letter dated 2nd April, 2016 issued by the Office of the Talathi, Taluka Borivli, it was clarified that after deducting the amount of non-agricultural assessment for the year 2015-2016, a sum of Rs.28,71,045/- (Rupees Twenty Eight Lakh Seventy One Thousand and Forty Five) stands to the credit of Incline Realty Private Limited towards non-agricultural assessment with respect to the said Land.

K. PROPERTY TAX

In furtherance to what is stated at paragraph J of our Compendium to Title Certificate dated 13th May, 2015, we have examined Property Tax Assessment Bills raised by the MCGM with respect to the Land for the period commencing from 1st April, 2016 till 31st March, 2017 and we have examined the receipts evidencing payment thereof. Our client has informed us that the Property Tax Assessment Bills and corresponding receipts examined by us, are the only assessment bills raised with respect to and pertaining to the said Land and there are no other assessment bills of any nature.

L. SITE STATUS

In furtherance to our Report on the site status of the said Land as contained in paragraph N of our Compendium to Title Certificate dated 13th May, 2015, Incline Realty Private Limited have informed us of the following vide their Declaration of even date,-

1. The Land continues to remain bounded by a boundary wall.
2. The structures on the Land have been demolished save and except for a canteen structure which is used as a sales office and a ground + 1 (one) storey structure which is used by the construction team.
3. As on 16th December, 2016, the Residential Building No.1 was completed upto the following level,-

- 3.1 Foundation level work has been completed on Towers B and C of Residential Building No.1;
- 3.2 Foundation level work is in progress on Towers A and D of Residential Building No.1;
- 3.3 Work had not commenced with respect to the remaining Towers comprised in Residential Building No.1.
4. The private temple on the Land is in existence;
5. The portions of the Land 2 (a) admeasuring approximately 1,690 square metres and (b) admeasuring approximately 415 square metres bearing Survey No. 32 Hissa No. 1(part) and C.T.S. No. 157(part), continue to remain encroached?
6. The portion of land admeasuring 255 square metres and bearing Survey No. 23 Hissa No. 5B(part), C.T.S. No. 156(part) and C.T.S. No. 157(part) which is within the boundary wall of the said Land, continues to remain in possession of Incline Realty Private Limited.

M. CONCLUSION

Based on the steps undertaken by us as stated above, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land and is entitled to develop and redevelop the said Land, subject to what is stated in our 2015 Certificate read with what is stated hereinabove and subject also to the following,-

1. Compliance with the terms and conditions of the approvals, permissions, sanctions and NOCs detailed at paragraph C above and as may be issued from time to time;
2. The subsisting first ranking sole and exclusive English mortgage over the Mortgaged Premises described in Annexure "B-1" hereto and the due redemption thereof in terms of the DTD;
3. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein; and
4. The eventual outcome and final adjudication of the L.C. Suit No. 1794 of 2016 and any orders passed therein.

THE SCHEDULE REFERRED HEREINABOVE

Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East	:	by Western Express Highway
On or towards the South	:	by 36.60 metre wide DP Road
On or towards the West	:	inter alia by 18.30 metre wide DP Road

Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos.155/1 to 155/12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

- (1) Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North	:	by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East	:	by Western Express Highway
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)

- (2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Part C

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Dated this 19th day of January, 2017

For Wadia Ghandy & Co.



**Dhawal J. Mehta
Managing Partner**

ANNEXURE "A"

TITLE DEEDS EXAMINED BY US AS REFERRED AT PARAGRAPH B(1) ABOVE

1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibai Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle, (ii) Mahendrakumar Dattatraya Chogle, (iii) Snehalata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shaifaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamala Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 8312 of 1960.
3. Original Indenture dated 12th November 1960 executed between (i) Baburao Moreswar Chogle, (ii) Shamrao Moreswar Chogle, (iii) Chintaman Moreswar Chogle, (iv) Balkrishna Moreswar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharinath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 9147 of 1960.
4. Original Indenture dated 30th October 1961 executed between Sunderabai Jagjiwandas Keshavlal, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 49 of 1962.
5. Original Indenture dated 12th March 1962 executed between (i) Govind Damodar Chogle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premabai Govind Chogle, (v) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinod Govind Chogle, (viii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 713 of 1962.
6. Original Indenture dated 28th September 1964 executed between (i) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part; Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 2476 of 1964.
7. Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.
8. Original Indenture of Conveyance dated 2nd May 1967 executed between (i) Chhatrabhuj Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 2096 of 1967.

9. Original Indenture dated 10th November 1967 executed between (i) Santokben Shamji and (ii) Laljee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
10. Original Indenture dated 10th November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
11. Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii) Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.1079 of 1969.
12. Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2457 of 1970.
13. Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Makanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of 1973.
15. Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.
16. Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kantilal Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhall, carrying on business in partnership under the firm name and style of Messrs Nagjee Motjee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.
17. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.
18. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.

19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16th November 1967 (Revenue and Forests Department) in which the Agreement dated 4th August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.
20. Typed Copy of the Award dated 20th January 1969 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.
21. Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.
22. Photocopy of the Memorandum dated 29th January, 1964 bearing reference no. LND.2663/85004-A issued by the Revenue Department of the Government of Maharashtra.
23. Photocopy of the Order dated 22nd September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.
24. Original Order dated 28th August, 2014 bearing reference no. Land 2614/C.No.96/L-3 passed by the Revenue Minister of the State of Maharashtra.
25. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
26. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
27. Original Order dated 30th August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra.
28. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
29. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
30. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
31. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
32. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.

ANNEXURE "A-1"

All the documents stated to have been specifically examined by us at paragraphs C, D, E, F, G, H, I, J and K above



ANNEXURE "B"

(List of Mortgaged Premises as per Part A of Schedule 5 to the DTD)

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
1	A	3903	39	1,093	1,822
2	A	3905	39	1,093	1,822
3	A	3906	39	1,093	1,822
4	A	4001	40	1,093	1,822
5	A	4003	40	1,093	1,822
6	A	4004	40	1,093	1,822
7	A	4005	40	1,093	1,822
8	A	4006	40	1,093	1,822
9	A	4103	41	1,093	1,822
10	A	4104	41	1,093	1,822
11	A	4105	41	1,093	1,822
12	A	4201	42	1,093	1,822
13	A	4202	42	1,093	1,822
14	A	4203	42	1,093	1,822
15	A	4204	42	1,093	1,822
16	A	4205	42	1,093	1,822
17	A	4206	42	1,093	1,822
18	A	4301	43	1,093	1,822
19	A	4303	43	1,093	1,822
20	A	4304	43	1,093	1,822
21	A	4305	43	1,093	1,822
22	A	4306	43	1,093	1,822
23	A	4402	44	1,093	1,822
24	A	4405	44	1,093	1,822
25	A	4503	45	1,093	1,822
26	A	4504	45	1,093	1,822
27	A	4505	45	1,093	1,822
28	A	4506	45	1,093	1,822
29	A	4702	47	1,093	1,822
30	A	4703	47	1,093	1,822
31	A	4704	47	1,093	1,822
32	A	4705	47	1,093	1,822
33	A	4706	47	1,093	1,822
34	A	4801	48	1,093	1,822
35	A	4802	48	1,093	1,822
36	A	4803	48	1,093	1,822
37	A	4804	48	1,093	1,822
38	A	4805	48	1,093	1,822
39	A	4806	48	1,093	1,822

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
40	A	4901	49	1,093	1,822
41	A	4902	49	1,093	1,822
42	A	4903	49	1,093	1,822
43	A	4904	49	1,093	1,822
44	A	4905	49	1,093	1,822
45	A	4906	49	1,093	1,822
46	A	5003	50	1,093	1,822
47	A	5004	50	1,093	1,822
48	A	5005	50	1,093	1,822
49	A	5006	50	1,093	1,822
50	A	5102	51	1,093	1,822
51	A	5103	51	1,093	1,822
52	A	5104	51	1,093	1,822
53	A	5105	51	1,093	1,822
54	A	5201	52	1,093	1,822
55	A	5205	52	1,093	1,822
56	A	5206	52	1,093	1,822
57	A	5301	53	1,093	1,822
58	A	5302	53	1,093	1,822
59	A	5303	53	1,093	1,822
60	A	5304	53	1,093	1,822
61	A	5305	53	1,093	1,822
62	A	5306	53	1,093	1,822
63	A	5401	54	1,093	1,822
64	A	5402	54	1,093	1,822
65	A	5501	55	1,093	1,822
66	A	5502	55	1,093	1,822
67	A	5503	55	1,093	1,822
68	A	5504	55	1,093	1,822
69	A	5506	55	1,093	1,822
70	A	5601	56	1,093	1,822
71	A	5602	56	1,093	1,822
72	A	5603	56	1,093	1,822
73	A	5604	56	1,093	1,822
74	A	5605	56	1,093	1,822
75	A	5606	56	1,093	1,822
76	A	5701	57	1,093	1,822
77	A	5702	57	1,093	1,822
78	A	5704	57	1,093	1,822
79	A	5705	57	1,093	1,822
80	A	5706	57	1,093	1,822
81	A	5801	58	1,093	1,822

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
82	A	5802	58	1,093	1,822
83	A	5803	58	1,093	1,822
84	A	5804	58	1,093	1,822
85	A	5805	58	1,093	1,822
86	A	5806	58	1,093	1,822
87	A	5901	59	1,093	1,822
88	A	5902	59	1,093	1,822
89	A	5905	59	1,093	1,822
90	A	5906	59	1,093	1,822
91	A	6001	60	1,093	1,822
92	A	6002	60	1,093	1,822
93	A	6003	60	1,093	1,822
94	A	6004	60	1,093	1,822
95	A	6005	60	1,093	1,822
96	A	6006	60	1,093	1,822
97	A	6101	61	1,093	1,822
98	A	6102	61	1,093	1,822
99	A	6103	61	1,093	1,822
100	A	6104	61	1,093	1,822
101	A	6105	61	1,093	1,822
102	A	6106	61	1,093	1,822
103	B	4005	40	1,093	1,822
104	B	4103	41	247	412
105	B	4104	41	1,099	1,832
106	B	4203	42	247	412
107	B	4204	42	1,099	1,832
108	B	4205	42	1,093	1,822
109	B	4301	43	1,099	1,832
110	B	4302	43	247	412
111	B	4303	43	247	412
112	B	4304	43	1,099	1,832
113	B	4306	43	1,093	1,822
114	B	4308	43	1,093	1,822
115	B	4308	43	1,093	1,822
116	B	4403	44	247	412
117	B	4404	44	1,099	1,832
118	B	4407	44	1,093	1,822
119	B	4503	45	247	412
120	B	4504	45	1,099	1,832
121	B	4505	45	1,093	1,822
122	B	4506	45	1,093	1,822
123	B	4507	45	1,093	1,822

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
124	B	4703	47	247	412
125	B	4704	47	1,099	1,832
126	B	4705	47	1,093	1,822
127	B	4706	47	1,093	1,822
128	B	4708	47	1,093	1,822
129	B	4801	48	1,099	1,832
130	B	4802	48	247	412
131	B	4805	48	1,093	1,822
132	B	4806	48	1,093	1,822
133	B	4807	48	1,093	1,822
134	B	4808	48	1,093	1,822
135	B	4901	49	1,099	1,832
136	B	4902	49	247	412
137	B	4905	49	1,093	1,822
138	B	4908	49	1,093	1,822
139	B	5005	50	1,093	1,822
140	B	5008	50	1,093	1,822
141	B	5105	51	1,093	1,822
142	B	5106	51	1,093	1,822
143	B	5301	53	1,099	1,832
144	B	5302	53	247	412
145	B	5305	53	1,093	1,822
146	B	5306	53	1,093	1,822
147	B	5307	53	1,093	1,822
148	B	5405	54	1,093	1,822
149	B	5505	55	1,093	1,822
150	B	5506	55	1,093	1,822
151	B	5507	55	1,093	1,822
152	B	5603	56	247	412
153	B	5604	56	1,099	1,832
154	B	5605	56	1,093	1,822
155	B	5606	56	1,093	1,822
156	B	5801	58	1,099	1,832
157	B	5802	58	247	412
158	B	5803	58	247	412
159	B	5804	58	1,099	1,832
160	B	5805	58	1,093	1,822
161	B	5806	58	1,093	1,822
162	B	5807	58	1,093	1,822
163	B	5808	58	1,093	1,822
164	B	5901	59	1,099	1,832
165	B	5902	59	247	412

u

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
166	B	5903	59	247	412
167	B	5904	59	1,099	1,832
168	B	5907	59	1,093	1,822
169	B	5908	59	1,093	1,822
170	B	6001	60	1,099	1,832
171	B	6002	60	247	412
172	B	6003	60	247	412
173	B	6004	60	1,099	1,832
174	B	6005	60	1,093	1,822
175	B	6006	60	1,083	1,822
176	B	6007	60	1,093	1,822
177	B	6008	60	1,093	1,822
178	B	6101	61	1,089	1,832
179	B	6102	61	247	412
180	B	6103	61	247	412
181	B	6104	61	1,089	1,832
182	B	6105	61	1,093	1,822
183	B	6106	61	1,093	1,822
184	B	6107	61	1,093	1,822
185	B	6108	61	1,093	1,822
186	C	3902	39	1,093	1,822
187	C	4001	40	1,093	1,822
188	C	4002	40	1,093	1,822
189	C	4006	40	1,093	1,822
190	C	4007	40	1,093	1,822
191	C	4101	41	1,093	1,822
192	C	4102	41	1,093	1,822
193	C	4106	41	1,093	1,822
194	C	4107	41	1,093	1,822
195	C	4201	42	1,093	1,822
196	C	4202	42	1,093	1,822
197	C	4205	42	1,093	1,822
198	C	4206	42	1,093	1,822
199	C	4207	42	1,093	1,822
200	C	4301	43	1,093	1,822
201	C	4302	43	1,093	1,822
202	C	4303	43	1,089	1,832
203	C	4304	43	247	412
204	C	4305	43	1,093	1,822
205	C	4306	43	1,093	1,822
206	C	4307	43	1,093	1,822
207	C	4401	44	1,083	1,822

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
208	C	4402	44	1,093	1,822
209	C	4406	44	1,093	1,822
210	C	4407	44	1,093	1,822
211	C	4502	45	1,093	1,822
212	C	4505	45	1,093	1,822
213	C	4506	45	1,093	1,822
214	C	4507	45	1,093	1,822
215	C	4701	47	1,093	1,822
216	C	4702	47	1,093	1,822
217	C	4703	47	1,099	1,832
218	C	4704	47	247	412
219	C	4705	47	1,093	1,822
220	C	4706	47	1,093	1,822
221	C	4707	47	1,093	1,822
222	C	4801	48	1,093	1,822
223	C	4802	48	1,093	1,822
224	C	4803	48	1,099	1,832
225	C	4804	48	247	412
226	C	4805	48	1,093	1,822
227	C	4806	48	1,093	1,822
228	C	4807	48	1,093	1,822
229	C	4901	49	1,093	1,822
230	C	4902	49	1,093	1,822
231	C	4903	49	1,099	1,832
232	C	4904	49	247	412
233	C	4905	49	1,093	1,822
234	C	4906	49	1,093	1,822
235	C	4907	49	1,093	1,822
236	C	5003	50	1,099	1,832
237	C	5004	50	247	412
238	C	5005	50	1,093	1,822
239	C	5006	50	1,093	1,822
240	C	5007	50	1,093	1,822
241	C	5101	51	1,093	1,822
242	C	5102	51	1,093	1,822
243	C	5103	51	1,099	1,832
244	C	5104	51	247	412
245	C	5105	51	1,093	1,822
246	C	5106	51	1,093	1,822
247	C	5107	51	1,093	1,822
248	C	5201	52	1,093	1,822
249	C	5202	52	1,093	1,822

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
250	C	5206	52	1,093	1,822
251	C	5207	52	1,093	1,822
252	C	5301	53	1,093	1,822
253	C	5302	53	1,093	1,822
254	C	5303	53	1,099	1,832
255	C	5304	53	247	412
256	C	5305	53	1,093	1,822
257	C	5306	53	1,093	1,822
258	C	5307	53	1,093	1,822
259	C	5401	54	1,093	1,822
260	C	5402	54	1,093	1,822
261	C	5405	54	1,093	1,822
262	C	5406	54	1,093	1,822
263	C	5407	54	1,093	1,822
264	C	5501	55	1,093	1,822
265	C	5502	55	1,093	1,822
266	C	5503	55	1,099	1,832
267	C	5504	55	247	412
268	C	5505	55	1,093	1,822
269	C	5506	55	1,093	1,822
270	C	5507	55	1,093	1,822
271	C	5601	56	1,093	1,822
272	C	5602	56	1,093	1,822
273	C	5603	56	1,099	1,832
274	C	5604	56	247	412
275	C	5605	56	1,093	1,822
276	C	5606	56	1,093	1,822
277	C	5607	56	1,093	1,822
278	C	5701	57	1,093	1,822
279	C	5702	57	1,093	1,822
280	C	5703	57	1,099	1,832
281	C	5704	57	247	412
282	C	5705	57	1,093	1,822
283	C	5706	57	1,093	1,822
284	C	5707	57	1,093	1,822
285	C	5801	58	1,093	1,822
286	C	5802	58	1,093	1,822
287	C	5803	58	1,099	1,832
288	C	5804	58	247	412
289	C	5805	58	1,093	1,822
290	C	5806	58	1,093	1,822
291	C	5807	58	1,093	1,822

D

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
292	C	5901	59	1,093	1,822
293	C	5902	59	1,093	1,822
294	C	5906	59	1,093	1,822
295	C	5907	59	1,093	1,822
296	C	6001	60	1,093	1,822
297	C	6002	60	1,093	1,822
298	C	6003	60	1,099	1,832
299	C	6004	60	247	412
300	C	6005	60	1,093	1,822
301	C	6006	60	1,093	1,822
302	C	6007	60	1,093	1,822
303	C	6101	61	1,093	1,822
304	C	6102	61	1,093	1,822
305	C	6103	61	1,099	1,832
306	C	6104	61	247	412
307	C	6105	61	1,093	1,822
308	C	6106	61	1,093	1,822
309	C	6107	61	1,093	1,822
310	D	3501	35	1,099	1,832
311	D	3502	35	247	412
312	D	3503	35	247	412
313	D	3504	35	1,099	1,832
314	D	3505	35	1,093	1,822
315	D	3506	35	1,093	1,822
316	D	3507	35	1,093	1,822
317	D	3508	35	1,093	1,822
318	D	3601	36	1,099	1,832
319	D	3602	36	247	412
320	D	3603	36	247	412
321	D	3604	36	1,099	1,832
322	D	3605	36	1,093	1,822
323	D	3606	36	1,093	1,822
324	D	3607	36	1,093	1,822
325	D	3701	37	1,099	1,832
326	D	3702	37	247	412
327	D	3703	37	247	412
328	D	3704	37	1,099	1,832
329	D	3707	37	1,093	1,822
330	D	3708	37	1,093	1,822
331	D	3801	38	1,099	1,832
332	D	3802	38	247	412
333	D	3803	38	247	412

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
334	D	3804	38	1,099	1,832
335	D	3805	38	1,093	1,822
336	D	3806	38	1,093	1,822
337	D	3807	38	1,093	1,822
338	D	3808	38	1,093	1,822
339	D	3901	39	1,099	1,832
340	D	3902	39	247	412
341	D	3903	39	247	412
342	D	3904	39	1,099	1,832
343	D	3905	39	1,093	1,822
344	D	3906	39	1,093	1,822
345	D	3907	39	1,093	1,822
346	D	3908	39	1,093	1,822
347	D	4001	40	1,099	1,832
348	D	4002	40	247	412
349	D	4003	40	247	412
350	D	4004	40	1,099	1,832
351	D	4005	40	1,093	1,822
352	D	4006	40	1,093	1,822
353	D	4007	40	1,093	1,822
354	D	4008	40	1,093	1,822
355	D	4101	41	1,099	1,832
356	D	4102	41	247	412
357	D	4103	41	247	412
358	D	4104	41	1,099	1,832
359	D	4105	41	1,093	1,822
360	D	4106	41	1,093	1,822
361	D	4107	41	1,093	1,822
362	D	4108	41	1,093	1,822
363	D	4201	42	1,099	1,832
364	D	4202	42	247	412
365	D	4203	42	247	412
366	D	4204	42	1,099	1,832
367	D	4205	42	1,093	1,822
368	D	4206	42	1,093	1,822
369	D	4207	42	1,093	1,822
370	D	4208	42	1,093	1,822
371	D	4301	43	1,099	1,832
372	D	4302	43	247	412
373	D	4303	43	247	412
374	D	4304	43	1,099	1,832
375	D	4305	43	1,093	1,822

Handwritten mark

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
376	D	4306	43	1,093	1,822
377	D	4307	43	1,093	1,822
378	D	4308	43	1,093	1,822
379	D	4401	44	1,099	1,832
380	D	4402	44	247	412
381	D	4403	44	247	412
382	D	4404	44	1,099	1,832
383	D	4407	44	1,093	1,822
384	D	4408	44	1,093	1,822
385	D	4501	45	1,099	1,832
386	D	4502	45	247	412
387	D	4503	45	247	412
388	D	4504	45	1,099	1,832
389	D	4505	45	1,093	1,822
390	D	4506	45	1,093	1,822
391	D	4507	45	1,093	1,822
392	D	4508	45	1,093	1,822
393	D	4701	47	1,099	1,832
394	D	4702	47	247	412
395	D	4703	47	247	412
396	D	4704	47	1,099	1,832
397	D	4705	47	1,093	1,822
398	D	4706	47	1,093	1,822
399	D	4707	47	1,093	1,822
400	D	4708	47	1,093	1,822
401	D	4801	48	1,099	1,832
402	D	4802	48	247	412
403	D	4803	48	247	412
404	D	4804	48	1,099	1,832
405	D	4805	48	1,093	1,822
406	D	4806	48	1,093	1,822
407	D	4807	48	1,093	1,822
408	D	4808	48	1,093	1,822
409	D	4901	49	1,099	1,832
410	D	4902	49	247	412
411	D	4903	49	247	412
412	D	4904	49	1,099	1,832
413	D	4905	49	1,093	1,822
414	D	4906	49	1,093	1,822
415	D	4907	49	1,093	1,822
416	D	4908	49	1,093	1,822
417	D	5001	50	1,099	1,832

A

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
418	D	5002	50	247	412
419	D	5003	50	247	412
420	D	5004	50	1,099	1,832
421	D	5005	50	1,093	1,822
422	D	5006	50	1,093	1,822
423	D	5007	50	1,093	1,822
424	D	5008	50	1,093	1,822
425	D	5101	51	1,099	1,832
426	D	5102	51	247	412
427	D	5103	51	247	412
428	D	5104	51	1,099	1,832
429	D	5105	51	1,093	1,822
430	D	5106	51	1,093	1,822
431	D	5107	51	1,093	1,822
432	D	5108	51	1,093	1,822
433	D	5201	52	1,099	1,832
434	D	5202	52	247	412
435	D	5203	52	247	412
436	D	5204	52	1,099	1,832
437	D	5207	52	1,093	1,822
438	D	5208	52	1,093	1,822
439	D	5301	53	1,099	1,832
440	D	5302	53	247	412
441	D	5303	53	247	412
442	D	5304	53	1,099	1,832
443	D	5305	53	1,093	1,822
444	D	5306	53	1,093	1,822
445	D	5307	53	1,093	1,822
446	D	5308	53	1,093	1,822
447	D	5401	54	1,099	1,832
448	D	5402	54	247	412
449	D	5403	54	247	412
450	D	5404	54	1,099	1,832
451	D	5405	54	1,093	1,822
452	D	5406	54	1,093	1,822
453	D	5407	54	1,093	1,822
454	D	5408	54	1,093	1,822
455	D	5501	55	1,099	1,832
456	D	5602	56	247	412
457	D	5503	55	247	412
458	D	5504	55	1,099	1,832
459	D	5505	55	1,093	1,822

19

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
460	D	5506	55	1,093	1,822
461	D	5507	55	1,093	1,822
462	D	5508	55	1,093	1,822
463	D	5601	56	1,099	1,832
464	D	5602	56	247	412
465	D	5603	56	247	412
466	D	5604	56	1,099	1,832
467	D	5605	56	1,093	1,822
468	D	5606	56	1,093	1,822
469	D	5607	56	1,093	1,822
470	D	5608	56	1,093	1,822
471	D	5701	57	1,099	1,832
472	D	5702	57	247	412
473	D	5703	57	247	412
474	D	5704	57	1,099	1,832
475	D	5705	57	1,093	1,822
476	D	5706	57	1,093	1,822
477	D	5707	57	1,093	1,822
478	D	5708	57	1,093	1,822
479	D	5801	58	1,099	1,832
480	D	5802	58	247	412
481	D	5803	58	247	412
482	D	5804	58	1,099	1,832
483	D	5805	58	1,093	1,822
484	D	5806	58	1,093	1,822
485	D	5807	58	1,093	1,822
486	D	5808	58	1,093	1,822
487	D	5901	59	1,099	1,832
488	D	5902	59	247	412
489	D	5903	59	247	412
490	D	5904	59	1,099	1,832
491	D	5907	59	1,093	1,822
492	D	5908	59	1,093	1,822
493	D	6001	60	1,099	1,832
494	D	6002	60	247	412
495	D	6003	60	247	412
496	D	6004	60	1,099	1,832
497	D	6005	60	1,093	1,822
498	D	6006	60	1,093	1,822
499	D	6007	60	1,093	1,822
500	D	6008	60	1,093	1,822
501	D	6101	61	1,099	1,832

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
502	D	6102	61	247	412
503	D	6103	61	247	412
504	D	6104	61	1,099	1,832
505	D	6105	61	1,093	1,822
506	D	6106	61	1,093	1,822
507	D	6107	61	1,093	1,822
508	D	6108	61	1,093	1,822
509	E	102	1	1,034	1,723
510	E	103	1	1,034	1,723
511	E	104	1	1,034	1,723
512	E	105	1	1,034	1,723
513	E	202	2	1,034	1,723
514	E	203	2	1,034	1,723
515	E	204	2	1,034	1,723
516	E	205	2	1,034	1,723
517	E	302	3	1,034	1,723
518	E	303	3	1,034	1,723
519	E	304	3	1,034	1,723
520	E	305	3	1,034	1,723
521	E	402	4	1,034	1,723
522	E	403	4	1,034	1,723
523	E	404	4	1,034	1,723
524	E	405	4	1,034	1,723
525	E	502	5	1,034	1,723
526	E	503	5	1,034	1,723
527	E	504	5	1,034	1,723
528	E	505	5	1,034	1,723
529	E	602	6	1,034	1,723
530	E	603	6	1,034	1,723
531	E	604	6	1,034	1,723
532	E	605	6	1,034	1,723
533	E	702	7	1,034	1,723
534	E	703	7	1,034	1,723
535	E	704	7	1,034	1,723
536	E	705	7	1,034	1,723
537	E	801	8	1,034	1,723
538	E	802	8	1,034	1,723
539	E	805	8	1,034	1,723
540	E	806	8	1,034	1,723
541	E	901	9	1,034	1,723
542	E	902	9	1,034	1,723
543	E	903	9	1,034	1,723

12

Str. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
544	E	904	9	1,034	1,723
545	E	905	9	1,034	1,723
546	E	906	9	1,034	1,723
547	E	1001	10	1,034	1,723
548	E	1002	10	1,034	1,723
549	E	1003	10	1,034	1,723
550	E	1004	10	1,034	1,723
551	E	1005	10	1,034	1,723
552	E	1006	10	1,034	1,723
553	E	1101	11	1,034	1,723
554	E	1102	11	1,034	1,723
555	E	1103	11	1,034	1,723
556	E	1104	11	1,034	1,723
557	E	1105	11	1,034	1,723
558	E	1106	11	1,034	1,723
559	E	1201	12	1,034	1,723
560	E	1202	12	1,034	1,723
561	E	1203	12	1,034	1,723
562	E	1204	12	1,034	1,723
563	E	1205	12	1,034	1,723
564	E	1206	12	1,034	1,723
565	E	1301	13	1,034	1,723
566	E	1302	13	1,034	1,723
567	E	1303	13	1,034	1,723
568	E	1304	13	1,034	1,723
569	E	1305	13	1,034	1,723
570	E	1306	13	1,034	1,723
571	E	1401	14	1,034	1,723
572	E	1402	14	1,034	1,723
573	E	1403	14	1,034	1,723
574	E	1404	14	1,034	1,723
575	E	1405	14	1,034	1,723
576	E	1406	14	1,034	1,723
577	E	1501	15	1,034	1,723
578	E	1502	15	1,034	1,723
579	E	1505	15	1,034	1,723
580	E	1506	15	1,034	1,723
581	E	1601	16	1,034	1,723
582	E	1602	16	1,034	1,723
583	E	1603	16	1,034	1,723
584	E	1604	16	1,034	1,723
585	E	1605	16	1,034	1,723

2

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
586	E	1605	16	1,034	1,723
587	E	1701	17	1,034	1,723
588	E	1702	17	1,034	1,723
589	E	1703	17	1,034	1,723
590	E	1704	17	1,034	1,723
591	E	1705	17	1,034	1,723
592	E	1706	17	1,034	1,723
593	E	1801	18	1,034	1,723
594	E	1802	18	1,034	1,723
595	E	1803	18	1,034	1,723
596	E	1804	18	1,034	1,723
597	E	1805	18	1,034	1,723
598	E	1806	18	1,034	1,723
599	E	1901	19	1,034	1,723
600	E	1902	19	1,034	1,723
601	E	1903	19	1,034	1,723
602	E	1904	19	1,034	1,723
603	E	1905	19	1,034	1,723
604	E	1906	19	1,034	1,723
605	E	2001	20	1,034	1,723
606	E	2002	20	1,034	1,723
607	E	2003	20	1,034	1,723
608	E	2004	20	1,034	1,723
609	E	2005	20	1,034	1,723
610	E	2006	20	1,034	1,723
611	E	2101	21	1,034	1,723
612	E	2102	21	1,034	1,723
613	E	2103	21	1,034	1,723
614	E	2104	21	1,034	1,723
615	E	2105	21	1,034	1,723
616	E	2106	21	1,034	1,723
617	E	2201	22	1,034	1,723
618	E	2202	22	1,034	1,723
619	E	2205	22	1,034	1,723
620	E	2206	22	1,034	1,723
621	E	2401	24	1,034	1,723
622	E	2402	24	1,034	1,723
623	E	2403	24	1,034	1,723
624	E	2404	24	1,034	1,723
625	E	2405	24	1,034	1,723
626	E	2406	24	1,034	1,723
627	E	2501	25	1,034	1,723

12

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
628	E	2502	25	1,034	1,723
629	E	2503	25	1,034	1,723
630	E	2504	25	1,034	1,723
631	E	2505	25	1,034	1,723
632	E	2506	25	1,034	1,723
633	E	2601	26	1,034	1,723
634	E	2602	26	1,034	1,723
635	E	2603	26	1,034	1,723
636	E	2604	26	1,034	1,723
637	E	2605	26	1,034	1,723
638	E	2606	26	1,034	1,723
639	E	2701	27	1,034	1,723
640	E	2702	27	1,034	1,723
641	E	2703	27	1,034	1,723
642	E	2704	27	1,034	1,723
643	E	2705	27	1,034	1,723
644	E	2706	27	1,034	1,723
645	E	2801	28	1,034	1,723
646	E	2802	28	1,034	1,723
647	E	2803	28	1,034	1,723
648	E	2804	28	1,034	1,723
649	E	2805	28	1,034	1,723
650	E	2806	28	1,034	1,723
651	E	2901	29	1,034	1,723
652	E	2902	29	1,034	1,723
653	E	2903	29	1,034	1,723
654	E	2904	29	1,034	1,723
655	E	2905	29	1,034	1,723
656	E	2906	29	1,034	1,723
657	E	3001	30	1,034	1,723
658	E	3002	30	1,034	1,723
659	E	3005	30	1,034	1,723
660	E	3006	30	1,034	1,723
661	E	3101	31	1,034	1,723
662	E	3102	31	1,034	1,723
663	E	3103	31	1,034	1,723
664	E	3104	31	1,034	1,723
665	E	3105	31	1,034	1,723
666	E	3106	31	1,034	1,723
667	E	3201	32	1,034	1,723
668	E	3202	32	1,034	1,723
669	E	3203	32	1,034	1,723

P

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
670	E	3204	32	1,034	1,723
671	E	3205	32	1,034	1,723
672	E	3206	32	1,034	1,723
673	E	3301	33	1,034	1,723
674	E	3302	33	1,034	1,723
675	E	3303	33	1,034	1,723
676	E	3304	33	1,034	1,723
677	E	3305	33	1,034	1,723
678	E	3306	33	1,034	1,723
679	E	3401	34	1,034	1,723
680	E	3402	34	1,034	1,723
681	E	3403	34	1,034	1,723
682	E	3404	34	1,034	1,723
683	E	3405	34	1,034	1,723
684	E	3406	34	1,034	1,723
685	E	3501	35	1,093	1,822
686	E	3502	35	1,093	1,822
687	E	3503	35	1,093	1,822
688	E	3504	35	1,093	1,822
689	E	3505	35	1,093	1,822
690	E	3506	35	1,093	1,822
691	E	3601	36	1,093	1,822
692	E	3602	36	1,093	1,822
693	E	3603	36	1,093	1,822
694	E	3604	36	1,093	1,822
695	E	3605	36	1,093	1,822
696	E	3606	36	1,093	1,822
697	E	3701	37	1,093	1,822
698	E	3702	37	1,093	1,822
699	E	3705	37	1,093	1,822
700	E	3706	37	1,093	1,822
701	E	3801	38	1,093	1,822
702	E	3802	38	1,093	1,822
703	E	3803	38	1,093	1,822
704	E	3804	38	1,093	1,822
705	E	3805	38	1,093	1,822
706	E	3806	38	1,093	1,822
707	E	3901	39	1,093	1,822
708	E	3902	39	1,093	1,822
709	E	3903	39	1,093	1,822
710	E	3904	39	1,093	1,822
711	E	3905	39	1,093	1,822

2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
712	E	3906	39	1,093	1,822
713	E	4001	40	1,093	1,822
714	E	4002	40	1,093	1,822
715	E	4003	40	1,093	1,822
716	E	4004	40	1,093	1,822
717	E	4005	40	1,093	1,822
718	E	4006	40	1,093	1,822
719	E	4101	41	1,093	1,822
720	E	4102	41	1,093	1,822
721	E	4103	41	1,093	1,822
722	E	4104	41	1,093	1,822
723	E	4105	41	1,093	1,822
724	E	4106	41	1,093	1,822
725	E	4201	42	1,093	1,822
726	E	4202	42	1,093	1,822
727	E	4203	42	1,093	1,822
728	E	4204	42	1,093	1,822
729	E	4205	42	1,093	1,822
730	E	4206	42	1,093	1,822
731	E	4301	43	1,093	1,822
732	E	4302	43	1,093	1,822
733	E	4303	43	1,093	1,822
734	E	4304	43	1,093	1,822
735	E	4305	43	1,093	1,822
736	E	4306	43	1,093	1,822
737	E	4401	44	1,093	1,822
738	E	4402	44	1,093	1,822
739	E	4405	44	1,093	1,822
740	E	4406	44	1,093	1,822
741	E	4501	45	1,093	1,822
742	E	4502	45	1,093	1,822
743	E	4503	45	1,093	1,822
744	E	4504	45	1,093	1,822
745	E	4505	45	1,093	1,822
746	E	4506	45	1,093	1,822
747	E	4701	47	1,093	1,822
748	E	4702	47	1,093	1,822
749	E	4703	47	1,093	1,822
750	E	4704	47	1,093	1,822
751	E	4705	47	1,093	1,822
752	E	4706	47	1,093	1,822
753	E	4801	48	1,093	1,822

P

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
754	E	4802	48	1,093	1,822
755	E	4803	48	1,093	1,822
756	E	4804	48	1,093	1,822
757	E	4805	48	1,093	1,822
758	E	4806	48	1,093	1,822
759	E	4901	49	1,093	1,822
760	E	4902	49	1,093	1,822
761	E	4903	49	1,093	1,822
762	E	4904	49	1,093	1,822
763	E	4905	49	1,093	1,822
764	E	4906	49	1,093	1,822
765	E	5001	50	1,093	1,822
766	E	5002	50	1,093	1,822
767	E	5003	50	1,093	1,822
768	E	5004	50	1,093	1,822
769	E	5005	50	1,093	1,822
770	E	5006	50	1,093	1,822
771	E	5101	51	1,093	1,822
772	E	5102	51	1,093	1,822
773	E	5103	51	1,093	1,822
774	E	5104	51	1,093	1,822
775	E	5105	51	1,093	1,822
776	E	5106	51	1,093	1,822
777	E	5201	52	1,093	1,822
778	E	5202	52	1,093	1,822
779	E	5205	52	1,093	1,822
780	E	5206	52	1,093	1,822
781	E	5301	53	1,093	1,822
782	E	5302	53	1,093	1,822
783	E	5303	53	1,093	1,822
784	E	5304	53	1,093	1,822
785	E	5305	53	1,093	1,822
786	E	5306	53	1,093	1,822
787	E	5401	54	1,093	1,822
788	E	5402	54	1,093	1,822
789	E	5403	54	1,093	1,822
790	E	5404	54	1,093	1,822
791	E	5405	54	1,093	1,822
792	E	5406	54	1,093	1,822
793	E	5501	55	1,093	1,822
794	E	5502	55	1,093	1,822
795	E	5503	55	1,093	1,822

12

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
796	E	5504	55	1,093	1,822
797	E	5506	55	1,093	1,822
798	E	5508	55	1,093	1,822
799	E	5601	56	1,093	1,822
800	E	5602	56	1,093	1,822
801	E	5603	56	1,093	1,822
802	E	5604	56	1,093	1,822
803	E	5605	56	1,093	1,822
804	E	5606	56	1,093	1,822
805	E	5701	57	1,093	1,822
806	E	5702	57	1,093	1,822
807	E	5703	57	1,093	1,822
808	E	5704	57	1,093	1,822
809	E	5705	57	1,093	1,822
810	E	5706	57	1,093	1,822
811	E	5801	58	1,093	1,822
812	E	5802	58	1,093	1,822
813	E	5803	58	1,093	1,822
814	E	5804	58	1,093	1,822
815	E	5805	58	1,093	1,822
816	E	5806	58	1,093	1,822
817	E	5901	59	1,093	1,822
818	E	5902	59	1,093	1,822
819	E	5905	59	1,093	1,822
820	E	5906	59	1,093	1,822
821	E	6001	60	1,093	1,822
822	E	6002	60	1,093	1,822
823	E	6003	60	1,093	1,822
824	E	6004	60	1,093	1,822
825	E	6005	60	1,093	1,822
826	E	6006	60	1,093	1,822
827	E	6101	61	1,093	1,822
828	E	6102	61	1,093	1,822
829	E	6103	61	1,093	1,822
830	E	6104	61	1,093	1,822
831	E	6105	61	1,093	1,822
832	E	6106	61	1,093	1,822



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: freemove.law@wadiaghandy.com

NL/KBM/10/127/ 9328 / 2018

SECOND ADDENDUM TO TITLE CERTIFICATE

To

Incline Realty Private Limited
Commerz, 3rd floor
International Business Park
Oberoi Garden City
Off Western Express Highway
Goregaon (East)
Mumbai 400063

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres ("Land 1"),
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres ("Land 2"), and
- (3) All that piece of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres ("Land 3"),

hereinafter collectively referred to as "the said Land".

A. INTRODUCTION

We have been requested by our client, Incline Realty Private Limited, an existing company under the Companies Act, 2013 having its registered office as mentioned above, to update our Addendum to Title Certificate dated 19th January, 2017 ("2017 Addendum"). Prior to our 2017 Addendum, we had issued our Title Certificate dated 13th May, 2015 and Compendium to Title Certificate dated 13th May, 2015 to Incline Realty Private Limited, certifying their right, title and interest to the said Land in the manner stated therein (collectively "2015 Certificate"). This Second Addendum to the 2015 Certificate ("this Addendum") is a report containing our observations on the material events, facts and circumstances that have transpired subsequent to the 2017 Addendum.

B. STEPS

We have undertaken the following steps whilst issuing this Addendum,-

1. We have not examined the original title deeds in respect of the said Land as stated in Annexure "A" hereto. Our client has informed us that these original title deeds are in its custody and possession and have not been deposited with any person.
2. Caused to undertake an updation of searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 2 years from the year 2016 till 2018.
3. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
4. We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
5. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our client to furnish us information in that regard and the same is also recorded in the Declaration of even date executed by Incline Realty Private Limited.
6. At our client's request, we have not issued any public notices inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land, save as stated in the 2015 Certificate.
7. In connection with this Addendum, it may be noted that:-
 - 7.1 For the purpose of issuing this Addendum, we have caused Mr. Ashish S. Javeri, Search Clerk, to update his earlier Search Reports, and to undertake updation of searches at the relevant Offices of the Sub-Registrar of Assurances at Mumbai City, Thane, Vasai, Bandra, Borivali and Goregaon from the year 2016 upto the year 2018. Our search clerk has informed us that whilst undertaking physical searches of the records, he has observed that the record of Index-II is maintained only upto 31st July, 2017 depending on the concerned Office of the Sub-Registrar of Assurances i.e. the latest Index-II records have not been prepared and compiled as required. Although the report we have caused to be issued with respect to the aforesaid searches is dated 20th October, 2018, our search clerk has informed us that the records of the Offices of the Sub-Registrar of Assurances are available for inspection only till 31st July, 2017 or prior thereto depending on the concerned Office of the Sub-Registrar of Assurances. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.

- 7.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 10th October, 2018. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.
- 7.3 The accuracy of this Addendum necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Addendum and as detailed in the list annexed and marked as Annexure "A-1" hereto, we have not examined any further deeds, documents or writings pertaining to the said Land or Incline Realty Private Limited. Further, save as specifically recorded in this Addendum, we have examined uncertified photocopies of the deeds, documents and writings referred herein.
- 7.4 This Addendum records our observations on the material events, facts and circumstances that have transpired subsequent to the 2017 Addendum and is to be read together with the 2017 Addendum and the 2015 Certificate. This Addendum does not contain any observations on the development potential of the said Land nor have we investigated the development potential of the said Land.
- 7.5 Capitalised terms used herein and not defined herein but defined in our Compendium to Title Certificate dated 13th May, 2015 and/or in our 2017 Addendum shall have the meaning ascribed therein.

C. TITLE

Our client has informed us that they continue to be the owner of the said Land and have not dealt with their ownership rights to the said Land.

D. APPROVALS

1. Amended Layout Approval:-

- 1.1 The MCGM has issued the Amended Layout Approval vide its Letter dated 17th July, 2017, which sanctions, permits and reflects *inter-alia*, Proposed Building No.1 comprising of Towers A to H, Existing Building No.2, Proposed Building No.3 for FEC/MTC/Hotel user and also, Hotel Building. A total permissible 1,47,840.45 square metres built-up area is sanctioned thereon.

2. Intimation of Disapproval/Amended Plans Approval:-

MCGM has issued the revised Amended Plans Approval for Residential Building No.1 vide its Letter dated 2nd August, 2017 which sanctions, reflects and records *inter-alia*,-

- 2.1 Residential Building No.1 is comprised 8 (eight) wings designated as Wings A to H;
- 2.2 An aggregate 1,91,405 square metres built-up area is sanctioned for consumption and utilisation in Residential Building No.1;
- 2.3 1,863 tenements/apartments and 6,663 car parking spaces are proposed;
- 2.4 Wings A to E comprise of 61 upper floors, and, Wings F to H comprise of 7 upper floors;

3. Commencement Certificate:-

3.1 The Commencement Certificate issued by the MCGM has been re-endorsed most recently on 23rd November, 2017 for entire work of basement and podium i.e. 3 level basement plus ground floor plus 1st podium level to 5th podium level plus 6th to 61st upper floor plus LMR plus OHT for Wings A to D of the Residential Building, and for 3 level basement plus ground floor plus 1st podium level to 5th podium level plus 6th to top of 7th upper floor for Wings E and H of the Residential Building as per the Amended Plans Approval dated 2nd August, 2017 referred above (therein stated to be 3rd August, 2017).

3.2 We have examined letter dated 8th December 2017 submitted by our client's Architect to MCGM, whereby this C.C. is revalidated until December 2018 upon payment of revalidation fee.

4. Fire NOC:-

4.1 By and under a Letter dated 3rd March, 2017 issued by the Chief Fire Officer of the Mumbai Fire Brigade of the MCGM, revised NOC was accorded for the construction of Residential Building No.1 comprising of Wings A to H, with each Wing being permitted a maximum height of 188.45 metres (from ground level to terrace level) and 61 upper floors, on the terms and conditions mentioned therein.

4.2 In light of the revised height accorded to Residential Building No.1 under this revised Fire NOC, the High Rise Committee NOC dated 21st April, 2016 referred in our 2017 Addendum would also require to be accordingly amended and modified.

5. Consent to Establish:-

Our client has informed us that they have applied for the Consent to Establish from the Maharashtra Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the Hazardous and Other Wastes

(Management and Transboundary Movement) Rules, 2016, which has not been granted till date.

E. MORTGAGE

1. Our client has informed us that the DTD executed in favour of Axis Trustee Services Limited and the first ranking sole and exclusive English mortgage created over the units/premises in the Residential Building No.1 and the first ranking sole and exclusive mortgage/charge over all the receivables and monies arising from the mortgaged premises mentioned therein continues to remain valid binding and subsisting and has not been redeemed till date.
2. The DTD has been amended in terms of an Amendment Agreement dated 13th June, 2017 registered before the Office of the Sub-Registrar of Assurances at Borivli No.8 under Serial No.BRL-6-8519 of 2017 read with another Amendment Agreement dated 28th September, 2018 registered before the Office of the Sub-Registrar of Assurances at Borivli No.7 under Serial No.BRL-7-5030 of 2018 (collectively "DTD Amendments"), the identification of the 'Mortgaged Flats' specified in Part A of Schedule 5 to the DTD i.e. the flats/apartments over which the English mortgage is created and subsisting in favour of the debenture trustee, was amended and modified in the manner stated therein. The DTD read with the DTD Amendments create an English mortgage over 831 residential apartments/flats comprised in Wings A to E of the Residential Building No.1 collectively admeasuring about 8,40,777 square feet carpet area.

F. THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

1. Our client has registered Wings A to D of the Residential Building No.1 as a 'real estate project' under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, under Registration No.P51800003582 and is branded as 'Sky City Towers A to D'.

G. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES

1. The Search Report dated 20th October, 2018 issued by our search clerk, Mr. Ashish S. Jhaveri for a period of 2 years from 2018 till 2018, reflects the following registered instruments,-
 - 1.1 Affidavit dated 31st August, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-8030 of 2016 executed by Incline Realty Private Limited;
 - 1.2 The DTD;
 - 1.3 Affidavit dated 8th September, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-6137 of 2016 executed by Incline Realty Private Limited;
 - 1.4 Affidavit dated 3rd February, 2017 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-548 of 2017 executed by Incline Realty Private Limited;

- 1.5 Affidavit dated 3rd February, 2017 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-549 of 2017 executed by Incline Realty Private Limited;
 - 1.6 The DTD Amendments;
 - 1.7 Affidavit dated 12th April, 2018 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-1930 of 2018 executed by Incline Realty Private Limited; and
 - 1.8 Affidavit dated 18th May, 2018 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-5030 of 2018 executed by Incline Realty Private Limited.
2. Our client has informed us that the Affidavits referred above are typical development related Affidavits submitted from time to time in favour of the MCGM with respect to the development of the said Land and there are no adverse undertakings/declarations/statements contained therein. We have not examined copies of these Affidavits.

H. REVENUE RECORDS

1. Our client has informed us that there has been no change in the revenue records with respect to the said Land as examined by us in 2015 Certificate and 2017 Addendum. We have not examined the latest revenue records with respect to the said Land.

I. LITIGATIONS

1. L.E. Suit No.84 of 2007:-

- 1.1 The captioned Suit pertains to C.T.S. No.141 admeasuring 589.60 square metres and continues to remain pending. No orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing our client from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

2. L.C. Suit No.1794 of 2016:-

- 2.1 The captioned Suit pertains to C.T.S. No.141 admeasuring 589.60 square metres and continues to remain pending. No orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing our client from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

3. PIL No.48 of 2017:-

- 3.1 The captioned Public Interest Litigation is instituted by one Janak Keshariya against *inter-alia* our client, alleging that our client has not obtained Environmental Clearance from the Ministry of Environment, Forests & Climate Change and Wildlife NCC from the National Board of Wildlife.
- 3.2 The captioned Petition appears to be a frivolous litigation, since Incline Realty Private Limited has duly obtained the Environmental Clearance

as recorded in our 2015 Certificate and 2017 Addendum. Furthermore and as recorded in our 2017 Addendum, the Letter dated 28th December, 2016 issued by the Office of the Chief Conservator of Forests, Sanjay Gandhi National Park, clarifies that prior permission of the National Board of Wildlife is not required for construction and development on the said Land since the said Land does not fall within the Eco Sensitive Zone of the Sanjay Gandhi National Park.

3.3 The captioned PIL is pending and not yet admitted and no adverse orders are passed therein.

J. PROPERTY TAX

We have examined Property Tax Assessment Bills raised by the MCGM with respect to the Land for the period commencing from 1st April, 2017 till 31st March, 2018 and we have examined the receipts evidencing payment thereof.

K. SITE STATUS

1. Our client has informed us that construction and development of Residential Building No.1 is ongoing on the said Land.
2. We are informed that the portions of the Land 2 (a) admeasuring approximately 1,690 square metres and (b) admeasuring approximately 415 square metres bearing Survey No. 32 Hissa No. 1(part) and C.T.S. No. 157(part), continue to remain encroached.
3. We are informed that the portion of land admeasuring 255 square metres and bearing Survey No.23 Hissa No.5B(part), C.T.S. No. 156(part) and C.T.S. No. 157(part) which is within the boundary wall of the said Land, continues to remain in possession of Incline Realty Private Limited.

L. CONCLUSION

Based on the steps undertaken by us as stated above, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land, subject to what is stated in our 2015 Certificate and subject to what is stated in the 2017 Addendum and subject also to what is stated hereinabove and subject also to the following,-

1. Compliance with the terms and conditions of the approvals, permissions, sanctions and NOCs detailed above and as may be issued from time to time with respect to the said Land and as mentioned in the 2015 Certificate and 2017 Addendum and revalidation of all approvals/permissions from time to time;
2. The subsisting first ranking sole and exclusive English mortgage over the mortgaged premises and the due redemption thereof in terms of the DTD read with the DTD Amendments;
3. The eventual outcome and final adjudication of the L.E. Sult No. 84 of 2007 and any orders passed therein;
4. The eventual outcome and final adjudication of the L.C. Sult No. 1794 of 2018 and any orders passed therein; and

5. The eventual outcome and final adjudication of the PIL No.48 of 2017 and any orders passed therein.

THE SCHEDULE REFERRED HEREINABOVE

Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East	:	by Western Express Highway
On or towards the South	:	by 36.60 metre wide DP Road
On or towards the West	:	inter alla by 18.30 metre wide DP Road

Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos.155/1 to 155/12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivall in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

- (1) Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North	:	by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East	:	by Western Express Highway
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)

- (2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Part C

WADIA GHANDY & CO.

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Boriveli in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Dated this 24th day of October, 2018

For Wadia Ghandy & Co.

**Partner
Krishna Balaji Moorthy**

ANNEXURE "A"

TITLE DEEDS EXAMINED BY US AS REFERRED AT PARAGRAPH B(1) ABOVE

1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibal Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle, (ii) Mahendrakumar Dattatraya Chogle, (iii) Snehelata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shailaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamala Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 8312 of 1960.
3. Original Indenture dated 12th November 1960 executed between (i) Baburao Moreshwar Chogle, (ii) Shamrao Moreshwar Chogle, (iii) Chintaman Moreshwar Chogle, (iv) Balkrishna Moreshwar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharinath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 9147 of 1960.
4. Original indenture dated 30th October 1961 executed between Sunderabai Jagjiwandas Keshavial, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 49 of 1962.
5. Original Indenture dated 12th March 1962 executed between (i) Govind Damodar Chogle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premabai Govind Chogle, (v) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinod Govind Chogle, (viii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 713 of 1962.
6. Original Indenture dated 28th September 1964 executed between (i) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part; Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 2478 of 1964.
7. Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the

Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.

8. Original Indenture of Conveyance dated 2nd May 1967 executed between (i) Chatrabhuji Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.2096 of 1967.
9. Original Indenture dated 10th November 1967 executed between (i) Santokben Shamji and (ii) Lajee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
10. Original indenture dated 10th November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
11. Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii) Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.1079 of 1969.
12. Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2457 of 1970.
13. Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Mekanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of 1973.

WADIA GHANDY & CO.

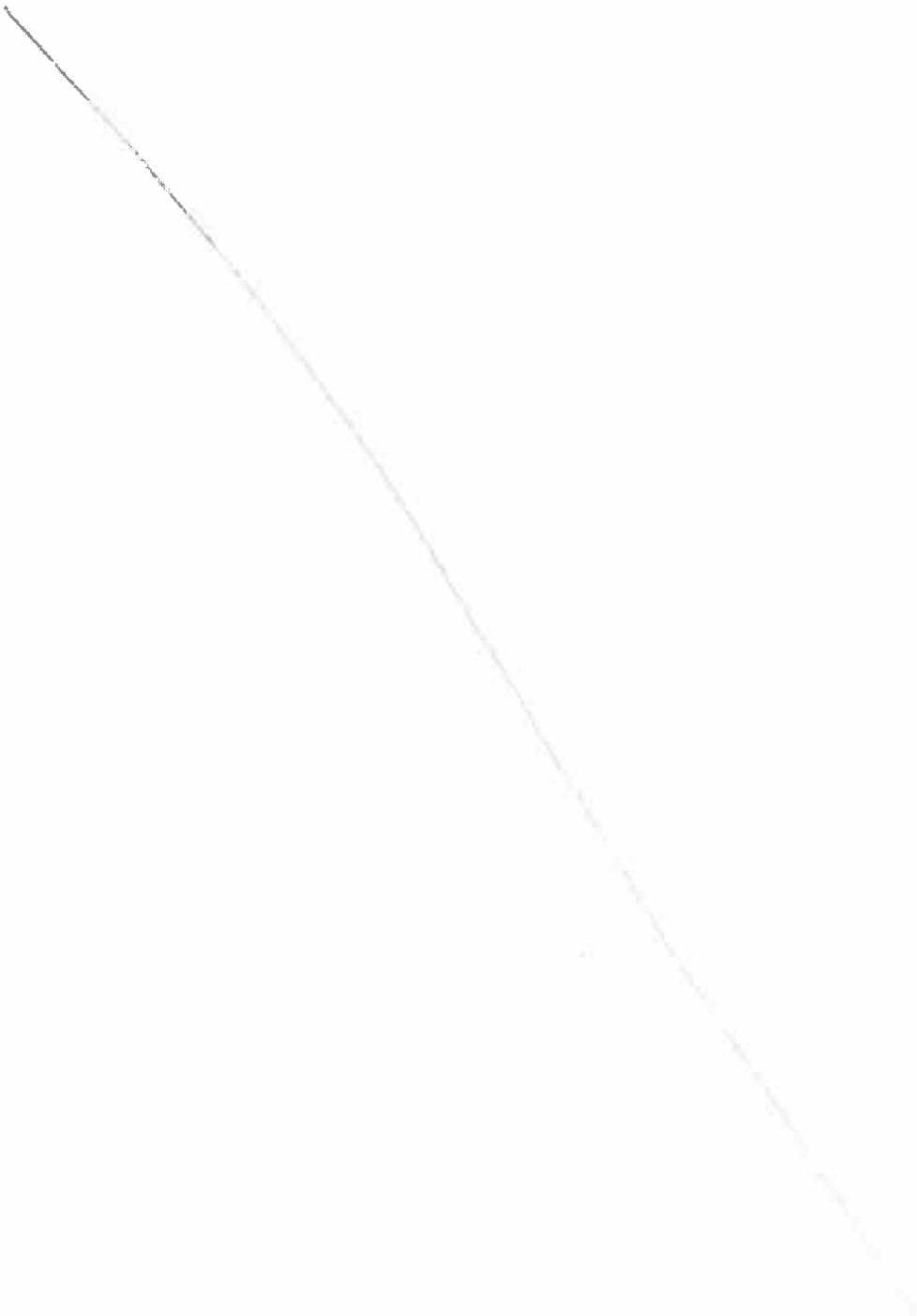
15. Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.
16. Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kantilal Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhall, carrying on business in partnership under the firm name and style of Messrs Nagjee Motijee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.
17. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.
18. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.
19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16th November 1967 (Revenue and Forests Department) in which the Agreement dated 4th August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.
20. Typed Copy of the Award dated 20th January 1968 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.
21. Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.
22. Photocopy of the Memorandum dated 29th January, 1964 bearing reference no. LND.2683/85004-A issued by the Revenue Department of the Government of Maharashtra.
23. Photocopy of the Order dated 22nd September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.
24. Original Order dated 28th August, 2014 bearing reference no. Land 2614/C.No.96/L-3 passed by the Revenue Minister of the State of Maharashtra.
25. Original Order dated 8th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
26. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.

WADIA GHANDY & CO.

27. Original Order dated 30th August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra.
28. Original Order dated 5th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
29. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
30. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
31. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
32. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.

ANNEXURE "A-1"

All the documents stated to have been specifically examined by us in this Addendum.



A handwritten signature or set of initials in dark ink, located in the bottom left corner of the page. The signature is stylized and difficult to decipher.



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/KBM/10204/ 842/2021

ADDENDUM TO TITLE CERTIFICATE

To,

Incline Realty Private Limited

Commerz, 3rd Floor,
International Business Park,
Oberoi Garden City,
Off. Western Express Highway,
Goregaon (East),
Mumbai – 400 063

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,642.70 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres ("Land 1"),
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres ("Land 2"), and
- (3) All that piece of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres ("Land 3"),
- (4) All that piece and parcel of land admeasuring approximately 489.60 square metres bearing C.T.S. No.140A situate lying and being at Village Magathane in Taluka Borivali in the District of Mumbai Suburban ("Land 4").

The Land 1, Land 2, Land 3 and Land 4 are hereinafter collectively referred to as "the said Land".

A. INTRODUCTION

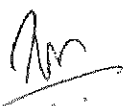
We have been requested by our client, **Incline Realty Private Limited**, an existing company under the Companies Act, 2013 having its registered office as mentioned

above, to update our Second Addendum to the Title Certificate dated 24th October, 2018 ("**Second Addendum**"). Prior to the Second Addendum, we had issued our Addendum to Title Certificate dated 19th January, 2017 ("**2017 Addendum**") and prior thereto, we had issued our Title Certificate dated 13th May, 2015 and Compendium to Title Certificate dated 13th May, 2015 to Incline Realty Private Limited, certifying their right, title and interest to the Land 1, Land 2 and Land 3 in the manner stated therein (collectively "**2015 Certificate**"). Copies of our 2015 Certificate, 2017 Addendum and Second Addendum are collectively annexed and marked as **Annexure "A"** hereto. This Addendum ("**this Addendum**") is a report containing our observations on the material events, facts and circumstances that have transpired subsequent to the Second Addendum in respect of the Land 1, Land 2 and Land 3, and, is our report on title of the Land 4.

B. STEPS

We have undertaken the following steps whilst issuing this Addendum,-

1. We have not examined the original title deeds in respect of the said Land as stated in **Annexure "B"** hereto. Incline Realty Private Limited has informed us that these original title deeds are in its custody and possession and have not been deposited with any person.
2. We have perused photocopies of the deeds, documents and writings pertaining to the said Land set out in **Annexure "C"**, apart from which, we have not examined any deeds, documents or writings pertaining thereto.
3. Caused to undertake updated searches at the Offices of the Sub-Registrar of Assurances at Mumbai Suburban District, Mumbai & Borivali-1 to 11 from 2002 till date in respect of the Land 1, Land 2 and Land 3.
4. Caused searches to be undertaken at the Offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Thane, Vasai, Bandra & Borivali-1 to 11 for a period of 91 (ninety one) years from 1930 till 26th February, 2021 in respect of Land 4.
5. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.



6. We have not raised general requisitions on the title of Incline Realty Private Limited to the Land 1, Land 2 and Land 3. We have raised requisitions on the title of Incline Realty Private Limited to Land 4, and Incline Realty Private Limited has responded to the same.
7. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested Incline Realty Private Limited to furnish us information in that regard and the same is also recorded in the Declaration dated 3rd March, 2021 executed by Incline Realty Private Limited.
8. At Incline Realty Private Limited's request, we have not issued any public notices inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the Land 1, Land 2 and Land 3, save as stated in the 2015 Certificate.
9. We had issued Public Notices dated 22nd July, 2017 in Free Press Journal (English) and Navshakti (Marathi) inviting claims and/or objections with respect to the title of Incline Realty Private Limited's predecessors-in-title to Land 4. No claims/objections were received pursuant thereto. Upon instructions from Incline Realty Private Limited, we have not issued any further public notices inviting claims and/or objections with the respect to the title of Incline Realty Private Limited to Land 4.
10. In connection with this Addendum, it may be noted that:-
 - 10.1 For the purpose of issuing this Addendum, we have caused physical searches to be taken in the Office of the Sub Registrar of Assurances of Mumbai for the period from 1930 to March 2020 in respect of Land 4. We have caused online searches to be conducted of the records of the Inspector General of Registration and Stamps of the State of Maharashtra from the year 2002 upto 26th February, 2021 in respect of the said Land and from March 2020 till 26th February, 2021 in respect of Land 4. Online searches are subject to the online databases being updated. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being maintained improperly.


- 10.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 19th February, 2021. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.
- 10.3 The accuracy of this Addendum necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Addendum, we have not examined any further deeds, documents or writings pertaining to the said Land or Incline Realty Private Limited.
- 10.4 This Addendum records our observations on the material events, facts and circumstances in connection with the Land 1, Land 2 and Land 3 that have transpired subsequent to the Second Addendum and is to be read together with the Second Addendum, 2017 Addendum and the 2015 Certificate. This Addendum does not contain any observations on the development potential of the said Land nor have we investigated the development potential of the said Land.
- 10.5 Capitalised terms used herein and not defined herein but defined in our Compendium to Title Certificate dated 13th May, 2015 and/or in our 2017 Addendum and/or Second Addendum shall have the meaning ascribed therein.

C. UPDATES TO TITLE TO THE SAID LAND

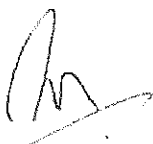
1. Incline Realty Private Limited has informed us that they continue to be the owner of the Land 1, Land 2 and Land 3.



2. Subsequent to our Second Addendum, Incline Realty Private Limited purchased and acquired the Land 4 and thereafter, added the Land 4 to the layout of the Land 1, Land 2 and Land 3. The devolution of title of Land 4 is as under:
 - 2.1 Mutation Entry No.150 dated 15th May, 1941 records *inter-alia* that the land bearing Survey No.23 Hissa No.5A admeasuring 21.25 Gunthas equivalent to 2,149.82 square metres stood in the names of (i) Mistry Govind Naran, (ii) Mistry Karsondas Naran, (iii) Mistry Shamji Naran, (iv) Mistry Gandalal Naran, and (v) Mistry Khushaldas Naran.
 - 2.2 Mutation Entry No.154 dated 11th November, 1941 records that by an Indenture of Conveyance dated 15th September, 1941 registered with the Office of the Sub Registrar of Assurances under Serial No.BND-1068 of 1941, Mistry Karsondas Naran thereby sold his one-fifth right and interest in the land bearing Survey No.23 Hissa No.5A in favour of Mistry Govind Naran in satisfaction of a mortgage debt owed by Mistry Karsondas Naran to Mistry Govind Naran.
 - 2.3 Mutation Entry No.239 dated December, 1954, records (a) the expiry of Mistry Govind Naran and his legal heir, Maniben Govind Mistry, (b) the expiry of Shamji Naran Mistry and his legal heir, Lalji Shamji, and, (c) Mistry Gandalal Naran and his legal heir, Maganlal Gandalal. No letters of administration or probate or succession certificates have been furnished to us in relation to the aforesaid persons.
 - 2.4 The Deeds of Conveyance dated 19th April, 2000 and 18th October, 2017 (referred below) record that sometime in the month of July, 1948, an oral partition was effectuated by and amongst Mistry Govind Naran, one Santokbai, widow of Mistry Shamji Naran, one Javalbai, widow of Mistry Gandalal Naran and Mistry Khushaldas Naran, which was confirmed by the parties on 15th September, 1948 by executing a plan in respect thereof duly identifying such partition. We have not been furnished with the plan referred herein.
 - 2.5 Mutation Entry No.253 dated 12th May, 1958 appears to record a partition of lands such that a portion of the land bearing Survey No.23 Hissa No.5A admeasuring 20.25 Gunthas equivalent to about 2,048.65 square metres came to the share of Maniben Govind Mistry.



- 2.6 The *Kami Jasta Patrak* furnished to us suggests that the land bearing Survey No.23 Hissa No.5A is comprised in C.T.S. No.140 to the extent of 585.90 square metres.
- 2.7 The Deeds of Conveyance dated 19th April, 2000 and 18th October, 2017 (referred below) record that by a Deed of Partition dated 25th June, 1983 executed by and between (i) Maniben, widow of the late Mistry Govind Naran, (ii) Mistry Ratilal Govindji Chotalia and (iii) Mistry Vallabhdas Govindji Chotalia, the parties confirmed and recorded that the lands mentioned in the Second and Third Schedules thereunder written (which lands included the Land 4) would exclusively belong to the said Mistry Ratilal Govindji Chotalia. We have not been furnished us with a copy of the said Deed of Partition dated 25th June, 1983 and Incline Realty Private Limited has informed us that the same is not available with them.
- 2.8 The P.R. Card dated 16th November, 2017 issued in respect of C.T.S. No.140A records *inter-alia*, an Entry dated 24th April, 1997, which appears to record the name of Maniben Govindji Mistry as the owner/holder, on the basis of the 7/12 Extract. The P.R. Card records a subsequent Entry dated 13th May, 1997, recording the names of the said Ratilal Govindji Mistry and one Vallabhbai Govindji Mistry as owners / holders and the deletion of the name of Maniben Govindji Mistry as owner/holder, pursuant to an Order dated 5th May, 1997 issued by the City Survey Officer.
- 2.9 By and under a Deed of Conveyance dated 19th April, 2000 registered with the Office of the Sub Registrar of Assurances under Serial No.BDR-2-1650 of 2000 executed between (a) Ratilal Govindji Mistry (Chotalia), therein referred to as the 'Vendor' of the One Part, (b) (i) Trupti Vallabhdas Govindji Chotalia, (ii) Sweta Vallabhdas Govindji, (iii) Kunal Vallabhdas Govindji Chotalia, and (iv) Smita, widow of Vallabhdas Govindji Chotalia, therein collectively referred to as 'Confirming Parties' of the Second Part and (c) Yogesh Lakhabhai Makhela and Shashikant Khushalchand Gandhi, therein collectively referred to as the 'Purchasers' of the Third Part, the vendor therein did thereby sell, grant, convey and transfer the Land 4 unto the purchasers therein, for the consideration mentioned therein. This conveyance records that though Ratilal Govindji Mistry (Chotalia) was the sole owner of the Land 4, since the name of Vallabhdas Govindji Chotalia



was recorded on the P.R. Card of the Land 4, his legal heirs viz. the confirming parties, had also executed the instrument. The confirming parties have not expressly confirmed the sale of the Land 4 in the operative grant clause of this Conveyance.

- 2.10 An Entry dated 25th April, 2008 on the P.R. Card of the Land 4 records that Vallabhbai Govind Mistry expired on 13th June, 1997 and accordingly his name was deleted and the names of his heirs viz. (i) Kunal Vallabhdas Chotalia (ii) Shweta Vallabhdas Chotalia and (iii) Trupti Satish Pathak, were recorded as owners/holders. It may be noted that these legal heirs of Vallabhbai Govind Mistry had all confirmed the said Conveyance dated 19th April, 2000 in favour of Yogesh Lakhabhai Makhela and Shashikant Khushalchand Gandhi.
- 2.11 An Entry dated 25th April, 2008 on the P.R. Card of the Land 4 records that pursuant to a registered instrument dated 4th December, 2007, M/s. TMS Associates became the owner of land admeasuring 96.30 square metres comprised in C.T.S. No.140.
- 2.12 An Entry dated 3rd June, 2009 on the P.R. Card of the Land 4 records that pursuant to the Order dated 13th January, 2009 passed by the Collector, Mumbai Suburban District, the land bearing C.T.S. No.140 was subdivided into two parts, (a) C.T.S. No.140A admeasuring 489.60 square metres (being the portion of land owned by Yogesh Lakhabhai Makhela and Shashikant Khushalchand Gandhi) and (b) C.T.S. No.140B admeasuring 96.30 square metres (being the portion of land conveyed to M/s. TMS Associates).
- 2.13 By and under a Deed of Conveyance dated 31st March, 2013 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-2-4959 of 2013 executed by and between Shashikant Khushalchand Gandhi, therein called the 'Vendor' of the One Part and Pravinbhai Vallabhbai Chauhan, therein called the 'Purchaser' of the Other Part, the vendor therein did thereby sell, grant, convey and transfer his 50% undivided share in the Land 4 unto the purchaser therein for consideration and on the terms therein contained.



2.14 By and under an Indenture of Conveyance dated 18th October, 2017 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-2-14168 of 2017 executed by and between Yogesh Lakhbhai Makhela and Pravinbhai Vallabhbhai Chauhan, therein called the 'Vendors' of the First and Second Part and Incline Realty Private Limited, therein called the 'Purchaser' of the Third Part, the vendors therein did thereby sell, grant, convey and transfer the Land 4 unto the purchaser therein for consideration and on the terms therein contained.

2.15 In the circumstances aforesaid, Incline Realty Private Limited has become the owner of the Land 4. The Land 4 has been included as part of the layout of development of the said Land vide the Amended Plans Approval dated 21st January, 2021 issued by MCGM (referred below).

D. THE URBAN LAND (CEILING AND REGULATION) ACT, 1976

1. Incline Realty Private Limited has informed us that there is no subsisting exemption order passed under Section 20 of the ULC Act, 1976 in respect of the Land 4 and that no portion of the Land 4 was ever declared as surplus vacant land and/or was required to be acquired/surrendered under the ULC Act, 1976.
2. Our 2015 Title Certificate and Compendium contain our observations on the various orders under the ULC Act, 1976 in respect of the Land 1, Land 2 and Land 3.

E. DEVELOPMENT PLAN REMARKS 2034

1. We have examined the Development Plan 2034 Remarks dated 2nd March, 2021 bearing reference no. Ch.E./DP34202103111309739 issued by the MCGM in respect of the said Land which records *inter-alia*,-
 - 1.1 The said Land is located in the Residential and Industrial Zone;
 - 1.2 The said Land is affected by a proposed road of 18.30 metres and DP Road of 9.15 metres and proposed road widening of 36.60 metres;
 - 1.3 There are no reservations or existing amenities affecting the said Land;



- 1.4 The said Land falls within 45 meters of the Western Express Highway Buffer;
- 1.5 The said Land abuts the proposed Metro Rail alignment or within influence zone of station areas thereof.

F. APPROVALS

After the issuance of the Second Addendum, the following approvals have been procured by Incline Realty Private Limited in connection with the development on the said Land:

1. Amended Plans Approval for Residential Building No.1

By and under a Letter No.CHE/WSII/0505/R1/337(NEW)/337/9/Amend dated 3rd March, 2021 issued by MCGM, the amended plans for Residential Building No.1 were approved by MCGM on the terms and conditions mentioned therein.

2. Commencement Certificate

2.1 The Commencement Certificate issued by the MCGM has been re-endorsed most recently on 23rd October, 2020 for entire work of Tower A to Tower E i.e. up to 3 level basement + ground floor + 1st podium level to 5th podium level + 6th to 61st upper floor and for work up to plinth level for Tower F, G & H i.e. up to 3 level basement + ground floor + 1st podium level to 5th podium level + 6th to top of 7th upper floor of Residential Building No.1 as per Amended Plans Approval dated 3rd August, 2017.

2.2 The Commencement Certificate for Residential Building No.1 needs to be re-endorsed and approved by MCGM as per the Amended Plans Approval dated 3rd March, 2021 referred above.

3. Civil Aviation NOC

By its Letter dated 1st February, 2021 bearing Ref. No. AAI/RHO/WR/DoAS/Rev./MUM/15/NOCAS/196/40/137, the Airport Authority of India intimated that the NOC BT- 1/NOC/MUM/15/NOCAS/196/1351/57-61 dated



3rd August, 2015, has been revalidated upto 2nd May, 2024 under the same terms and conditions mentioned therein.

4. **Consent to Establish**

By and under a Letter dated 30th November 2018 bearing reference no. Format1.0/BO/CAC-cell/UAN No. 000015588/CE/CAL, Maharashtra Pollution Control Board issued Consent to Establish to Incline Realty Private Limited under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

5. **Environmental Clearance**

The State Level Environment Impact Assessment Authority of the State of Maharashtra granted amended/revised E.C. to the project being undertaken by Incline Realty Private Limited upon the said Land under its Letter dated 4th October, 2019. The amended/revised E.C. permits and sanctions *inter-alia* construction and development of the following buildings on the said Land,-

- 5.1 Building No.1, which is for residential user, comprising of 8 towers being Towers A to H, as approved under the Amended Plans Approval; and
- 5.2 Building No.3, which is for mall and hotel.

6. **Approval for Proposed Family Entertainment Centre (FEC) / Multiplex Theatre Complex (MTC) cum Hotel Building**

MCGM has issued the Amended Plans Approval dated 21st January, 2021 for a Proposed Family Entertainment Centre (FEC) / Multiplex Theatre Complex (MTC) cum Hotel Building, identified as Proposed Building No.3, on the said Land, on the terms and conditions contained therein. This Amended Plans Approval includes C.T.S. No.140A i.e. the Land 4, as part of the composite layout of the said Land.

G. MORTGAGE

1. The searches that we have caused to be conducted at www.mca.gov.in and the Office of the Sub-Registrar of Assurances do not reveal any mortgages/charges created by Incline Realty Private Limited over the Land 4. Incline Realty Private Limited informed us that they have not created any mortgages/charges over the Land 4.
2. The DTD executed in favour of Axis Trustee Services Limited created a first ranking sole and exclusive English mortgage over the units/premises in the Residential Building No.1 and a first ranking sole and exclusive mortgage/charge over all the receivables and monies arising from the mortgaged premises mentioned therein.
3. The DTD was amended in terms of an Amendment Agreement dated 13th June, 2017 registered before the Office of the Sub-Registrar of Assurances at Borivali No.6 under Serial No.BRL-6-6519 of 2017 read with another Amendment Agreement dated 28th September, 2018 registered before the Office of the Sub-Registrar of Assurances at Borivali No.7 under Serial No.BRL-7-5030 of 2018 read with an Amendment Agreement dated 29th November, 2019 registered before the Office of the Sub-Registrar of Assurances at Borivali No.4 under Serial No.BRL-4-16094 of 2019 (collectively "**DTD Amendments**"), whereby, the identification of the 'Mortgaged Flats' specified in Part A of Schedule 5 to the DTD i.e. the flats/apartments over which the English mortgage is created and subsisting in favour of the debenture trustee, was amended and modified in the manner stated therein. The DTD read with the DTD Amendments created an English mortgage over *inter-alia* 137 residential apartments/flats comprised in Wings A to D of the Residential Building No.1 collectively admeasuring about 1,49,815 square feet carpet area as per RERA, 2016 ("**Axis Mortgaged Premises**").
4. By and under a Deed of Reconveyance dated 5th November, 2020 registered with the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/3173/2020 made between Axis Trustee Services Limited therein referred to as the 'Debenture Trustee' of the First Part and Incline Realty Private Limited therein referred to as 'Issuer' or 'Company' of the Second Part, the debenture trustee therein did thereby regrant, reconvey, reassign, reassure, retransfer and release unto the company therein, all right, title and interest in the 'Re-conveyed Issuer Flats', 'Second Mortgaged Property' and 'Third Mortgaged Property' (as defined therein) in

consideration of the company having satisfied in full the 'Secured Obligations' (as defined therein) to the satisfaction of the debenture trustee. Consequently, the entire mortgage and charge created vide the DTD and DTD Amendments was fully and finally redeemed.

5. By and under and Indenture of Mortgage dated 13th November, 2020 registered with the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/3411/2020 ("**Kotak Mortgage**") made by and between Incline Realty Private Limited, therein referred to as the 'Mortgagor' of the One Part and Kotak Mahindra Bank Limited therein referred to as the 'Lender' or 'Mortgagee' of the Other Part, the mortgagor therein created a first and exclusive mortgage and charge without possession on 383 unsold flats admeasuring 3,91,235 square feet carpet area more particularly described in **Annexure "F"** hereto along with the proportionate FSI and car parking spaces being constructed on the said Land along with other security interest, as security for the repayment of the facility as defined therein on the terms and conditions therein contained. Incline Realty Private Limited have informed us that the Kotak Mortgage is subsisting.

H. THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

1. Incline Realty Private Limited has registered Wings A to D of the Residential Building No.1 as a 'real estate project' under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, under Registration No.P51800003582 and is branded as 'Sky City Towers A to D'.
2. Incline Realty Private Limited has registered Wings E and F of Residential Building No.1 under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder under Registration No. P51800018404 and P51800028419 and the same are branded as 'Sky City Tower E' and 'Sky City Tower F' respectively .
3. Incline Realty Private Limited has not registered Proposed Building No.3 under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder.



I. SEARCHES OF THE RECORDS OF THE REGISTRAR OF COMPANIES

1. We have caused searches to be conducted of the records of the Registrar of Companies as maintained on www.mca.gov.in with respect to the said Land.
2. No mortgages/charges are recorded as having been created by our client on the Land 4.
3. The charge created in favour of Axis Trusteeship Services vide the DTD as modified by DTD Amendments is reflected as 'satisfied' on 3rd November, 2020.
4. The Kotak Mortgage is reflected as created on 13th November, 2020 and is subsisting.

J. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES

1. We have through our search clerk, Mr. Ashish S. Javeri, caused searches to be undertaken at the office of Sub-Registrar of Assurances for a period of 91 (ninety-one) years from 1930 to 2021 in respect of the Land 4. A list of registered instruments reflected in our searches is annexed hereto and marked as **Annexure "D"**.
2. The Search Report dated 26th February, 2021 issued by our search clerk, Mr. Ashish S. Jhaveri reflects the following registered instruments in respect of the period after the Second Addendum for the said Land:
 - 2.1 Affidavit dated 3rd April, 2019 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/1542/2019 executed by Incline Realty Private Limited;
 - 2.2 Affidavit dated 26th March, 2019 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/1546/2019 executed by Incline Realty Private Limited;
 - 2.3 Affidavit dated 18th September, 2019 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/4470/2019 executed by Incline Realty Private Limited;

- 2.4 Affidavit dated 19th November, 2019 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/5295/2019 executed by Incline Realty Private Limited;
 - 2.5 DTD Amendments;
 - 2.6 Deed of Reconveyance by Axis Trusteeship Services Limited in favour of Incline Realty Private Limited;
 - 2.7 Kotak Mortgage; and
 - 2.8 Affidavit dated 24th February, 2021 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/1105/2021 executed by Incline Realty Private Limited.
3. We have not been furnished with copies of the Affidavits dated 26th March, 2019, 19th November, 2019. Incline Realty Private Limited has informed us that these Affidavits are typical development related Affidavits submitted from time to time in favour of the MCGM with respect to the development of the said Land and there are no adverse undertakings/declarations/statements contained therein.

K. REVENUE RECORDS

1. Incline Realty Private Limited has informed us that there has been no change in the revenue records with respect to the said Land as examined by us in 2015 Certificate and 2017 Addendum. We have not examined the latest revenue records with respect to the said Land.
2. We have examined the Property Register Card dated 16th November, 2017 for C.T.S. No.140A which reflects Incline Realty Private Limited as the holder of the Land and the tenure is recorded as 'C'.

L. PUBLIC NOTICE

1. We have issued Public Notices dated 22nd July, 2017 in Free Press Journal (English), and Navshakti (Marathi) inviting claims and/or objections with respect to the title of (i) Yogesh Lakhabhai Makhela and (ii) Pravinbhai Vallabhchai Chauhan with respect to the said Land 4. We have not received any objections to the said

public notices.

2. On instructions from Incline Realty Private Limited, we have not issued any further public notices inviting claims and/or objections with the respect to the title of IRPL to the said Land.

M. LITIGATIONS

1. Incline Realty Private Limited has informed us that none of the litigation proceedings filed by or against Incline Realty Private Limited pertain to or affect the Land 4.

2. L.E. Suit No.84 of 2007:-

2.1 The captioned Suit pertains to C.T.S. No.141 admeasuring 589.60 square metres and continues to remain pending. No adverse orders or orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing Incline Realty Private Limited from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

3. L.C. Suit No.1794 of 2016:-

3.1 The captioned Suit pertains to C.T.S. No.141 admeasuring 589.60 square metres and continues to remain pending. No orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing Incline Realty Private Limited from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

4. PIL No.48 of 2017:-

4.1 The captioned Public Interest Litigation is instituted by one Janak Keshariya against *inter-alia* Incline Realty Private Limited, making claims as more particularly detailed in our Second Addendum.

4.2 The Petitioner has withdrawn the Petition and the same has been dismissed vide order dated 8th August, 2019.

5. Apart from the above litigations, there are certain litigation proceedings listed in Annexure "E" hereto filed by and against Incline Realty Private Limited. These litigation proceedings do not affect the title to the said Land.

N. PROPERTY TAX

We have examined Property Tax Assessment Bills raised by the MCGM with respect to the Land for the assessment periods 2018-19, 2019-20 and 2020-21 and we have examined the receipts evidencing payment for the bills in respect of the assessment periods 2018-19 and 2019-20.

O. SITE STATUS

1. Incline Realty Private Limited has informed us that there has been no change in the status on site of the Land 1, Land 2 and Land 3 since the Second Addendum.
2. Land 4 is vacant and is in possession of Incline Realty Private Limited.

P. CONCLUSION

Based on the steps undertaken by us as stated above, we certify that Incline Realty Private Limited is the owner and occupant of the said Land and has a clear and marketable title to the said Land and is entitled to develop the said Land, subject to what is stated in our 2015 Certificate, the 2017 Addendum, the Second Addendum and subject also to what is stated hereinabove and subject also to the following,-

1. Compliance with the terms and conditions of the approvals, permissions, sanctions and NOCs detailed above and as may be issued from time to time with respect to the said Land and as mentioned in the 2015 Certificate, 2017 Addendum, Second Addendum and revalidation of all approvals/permissions from time to time;
2. The subsisting first ranking sole and exclusive English mortgage over the mortgaged premises more particularly described in Annexure "F" hereto and the due redemption thereof in terms of the Kotak Mortgage;



3. Re-endorsed and approval of the Commencement Certificate for Residential Building No.1 by MCGM as per the Amended Plans Approval dated 3rd March, 2021;
4. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein, insofar as the portion of the said Land bearing C.T.S. No.141 admeasuring 589.60 square metres is concerned; and
5. The eventual outcome and final adjudication of the L.C. Suit No. 1794 of 2016 and any orders passed therein, insofar as the portion of the said Land bearing C.T.S. No.141 admeasuring 589.60 square metres is concerned.

THE SCHEDULE REFERRED HEREINABOVE

Part A

(Description of the Land 1)

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East	:	by Western Express Highway
On or towards the South	:	by 36.60 metre wide DP Road
On or towards the West	:	inter alia by 18.30 metre wide DP Road

Part B

(Description of the Land 2)

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos.155/1 to 155/12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan



WADIA GHANDY & CO.

Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

- (1) Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North : by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East : by Western Express Highway
On or towards the South : by New C.T.S. No. 107/E(part)
On or towards the West : by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)

- (2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North : by New C.T.S. No. 107/E(part)
On or towards the East : by New C.T.S. No. 107/E(part)
On or towards the South : by New C.T.S. No. 107/E(part)
On or towards the West : by New C.T.S. No. 107/E(part)

Part C
(Description of the Land 3)

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North : by New C.T.S. No. 107/E(part)
On or towards the East : by New C.T.S. No. 107/E(part)
On or towards the South : by New C.T.S. No. 107/E(part)
On or towards the West : by New C.T.S. No. 107/E(part)

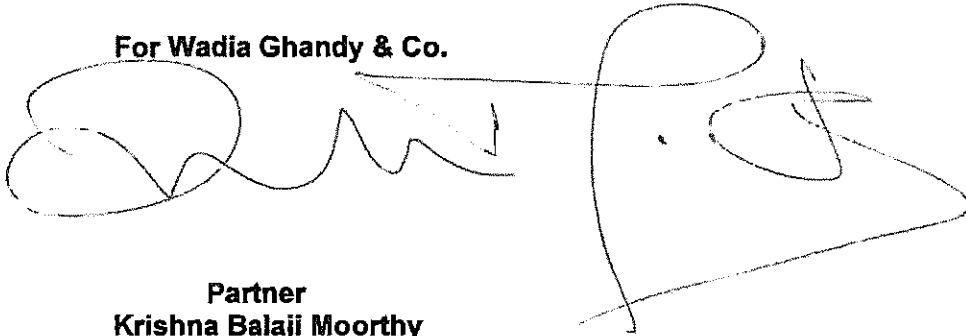
Part D
(Description of the Land 4)

All that piece and parcel of land or ground admeasuring approximately 489.60 square metres presently bearing C.T.S. No.140A situate lying and being at village Magathane in Taluka Borivali in the district of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:

On or towards the North	:	by CTS No. 141 of village Magathane
On or towards the South	:	by CTS No. 107/E of village Magathane
On or towards the West	:	by CTS No. 132A/1/3 of village Magathane
On or towards the East	:	by CTS No. 156 of village Magathane

Dated this 4th day of March, 2021

For Wadia Ghandy & Co.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned to the right of the text 'For Wadia Ghandy & Co.' and above the name 'Partner Krishna Balaji Moorthy'.

Partner
Krishna Balaji Moorthy

ANNEXURE "A"



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

2015 Certificate

NL/DJM/109351/4589/2015

TITLE CERTIFICATE

To
Incline Realty Private Limited
Commerz, 3rd floor
International Business Park
Oberoi Garden City
Off Western Express Highway
Goregaon (East)
Mumbai 400063

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres,
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres, and
- (3) All that piece of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres,

hereinafter collectively referred to as "**the said Land**", which is more particularly described in the **Schedule** hereunder written.

1. Our client, Incline Realty Private Limited, has instructed us to investigate their title to the said Land. In this regard, we have undertaken an investigation for ascertaining the title of Incline Realty Private Limited to the said Land, and on the basis of our investigation, we have prepared a detailed report of even date containing our observations in this regard ("Compendium"). We have also taken a Declaration of even date from Incline Realty Private Limited with respect to the facts which cannot be ascertained from the examination of the public records. The Compendium also details the various steps undertaken by us for investigation of title of Incline Realty Private Limited to the said Land, which are as follows,-

- (i) Examined the title deeds in respect of the said Land on 19th September 2014, in original / photocopy as stated in Annexure "A" to the Compendium.
- (ii) Caused to undertake searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 49 years commencing from the year 1965.
- (iii) Examined the 7/12 Extracts (Village Form No. VII-XII), Mutation Entries (Village Form No. VI) and Property Register Cards with respect to the said Land. We have not examined the Mutation Entry No. 36, which our search clerk has been unable

g

to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi

- (iv) Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at *www.mca.gov.in* in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land
 - (v) We have examined the Development Plan and Remark issued by the Municipal Corporation of Greater Mumbai dated 27th November, 2014 in respect of the said Land.
 - (vi) We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
 - (vii) Examined the Certificates of Title dated 25th February, 2014 issued by M/s. Hariani & Co. in respect of New C.T.S. No. 107E and C.T.S. No. 141 respectively.
 - (viii) We have issued a public notice on 28th April, 2015 in (i) Free Press Journal (English) and (ii) Navshakti (Marathi), inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land. We have till date, not received any responses to the Public Notices.
2. This Title Certificate is a brief summary of our principal observations as contained in the Compendium. Capitalised terms used herein and not defined herein but defined in the Compendium shall have the meaning ascribed to them in the Compendium.
 3. By and under the following conveyances, Incline Realty Private Limited has purchased and acquired the said Land for the consideration and in the manner stated therein,-
 - (i) Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.
 - (ii) Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.
 - (iii) Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.

CONCLUSION

Based on the steps undertaken by us as stated in the Compendium, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land, subject to what is stated in the Compendium and subject to the following,-

1. Compliance with the terms and conditions of the said Permissions and compliance with terms and conditions of the Land 2 Deed pertaining to the Land 2 and the Land 3 Deed pertaining to the Land 3.
2. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein.
3. The encroachment on the Land 2 as stated in the Compendium.
4. Examination of the papers, proceedings and orders in the Suit No. 4980 of 1979 and complete determination of the eventual outcome and final adjudication thereof.

Vg

5. The examination of the Mutation Entry No. 36, which our search clerk has been unable to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.
6. The registered instruments (not reviewed by us) as listed in Annexure "B" to the Compendium.

THE SCHEDULE REFERRED HEREINABOVE

Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East	:	by Western Express Highway
On or towards the South	:	by 36.60 metre wide DP Road
On or towards the West	:	inter alia by 18.30 metre wide DP Road

Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

- (1) Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North	:	by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East	:	by Western Express Highway
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)

- (2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Part C

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Dated this 13th day of May, 2015

For Wadia Ghandy & Co.



Dhawal J. Mehta
Partner



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DJM/10935/4590/2015

COMPENDIUM TO TITLE CERTIFICATE

To
Incline Realty Private Limited
Commerz, 3rd Floor
International Business Park
Oberoi Garden City
Off Western Express Highway
Goregaon (East)
Mumbai 400063

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres,
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres, and
- (3) All that piece of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres,

hereinafter collectively referred to as "the said Land", which is more particularly described in the **Schedule** hereunder written.

-
- A. We have been requested by our client, Incline Realty Private Limited, to investigate their right, title and interest to the said Land. We have issued a Title Certificate of even date to Incline Realty Private Limited certifying their title to the said Land in the manner stated therein ("**Title Certificate**"). This Compendium to the Title Certificate ("**Compendium**") is a detailed report containing our observations on the title of Incline Realty Private Limited to the said Land.
- B. We have undertaken the following steps in respect of the Investigation of title of Incline Realty Private Limited to the said Land,-
1. Examined the title deeds in respect of the said Land on 19th September 2014, in original / photocopy as stated in **Annexure "A"** hereto.
 2. Caused to undertake searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 49 years commencing from the year 1965.
 3. Examined the 7/12 Extracts (Village Form No. VII-XII), Mutation Entries (Village Form No. VI) and Property Register Cards with respect to the said Land. We have not examined the Mutation Entry No. 36, which our search clerk has been unable to obtain

19

from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.

4. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
5. Examined the Development Plan and Remark issued by the Municipal Corporation of Greater Mumbai dated 27th November, 2014 in respect of the said Land.
6. We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
7. Examined the Certificates of Title dated 25th February, 2014 issued by M/s. Hariani & Co. in respect of New C.T.S. No. 107E and C.T.S. No. 141 respectively.
8. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our client to furnish us information in that regard and the same is also recorded in the Declaration of even date executed by Incline Realty Private Limited.
9. We have issued a public notice on 28th April, 2015 in (i) Free Press Journal (English) and (ii) Navshakti (Marathi), inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land. We have till date, not received any responses to the Public Notices.
10. In connection with this Compendium, it may be noted that:-
 - 10.1 For the purpose of issuing this Compendium we have caused searches to be conducted at the relevant Offices of the Sub-Registrar of Assurances at Mumbai City, Thane, Vasai, Bandra, Borivali and Goregaon from the year 1965 upto 31st October, 2014, depending on the concerned Office of the Sub-Registrar of Assurances. We have been informed by our search clerk that for certain years, the records maintained by the Offices of the Sub-Registrar of Assurances are torn and mutilated and the Index-II records maintained in digital form have not been properly maintained. We have also been informed that certain records have been maintained in an untied and loose sheet form. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly. We have not examined the instruments reflected in the aforesaid searches as are listed out in **Annexure "B"** hereto and are consequently unaware of the contents thereof.
 - 10.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 28th April, 2015. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.
 - 10.3 Unless specifically stated otherwise in this Compendium, we have not verified whether the formalities which have a direct bearing on the enforceability of the contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us have been complied with or not.

19

- 10.4 The accuracy of this Compendium necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Compendium and as provided to us by Incline Realty Private Limited, we have not examined any further deeds, documents or writings pertaining to the said Land, Tata Steel Limited or Incline Realty Private Limited. We have also not examined any documents pertaining to The Tata Iron and Steel Company Limited prior to the Amalgamation Order (as defined below). Further, save as specifically recorded in this Compendium, we have examined uncertified photocopies of the deeds, documents and writings referred herein.
- 10.5 This Compendium records our observations on the title of Incline Realty Private Limited to the said Land only, and does not contain any observations on the development potential of the said Land nor have we investigated the development potential of the said Land.
- 10.6 We have not undertaken the reconciliation of area between the Property Register Cards and the 7/12 extracts in respect of the said Land, and we have presumed that at the time of opening the Property Register Cards and assigning C.T.S. Numbers to the said Land, the due reconciliation would have been undertaken by the Office of the Collector, Mumbai Suburban District, Office of the City Survey Officer, Office of the Talathi and the concerned Revenue Offices of the Revenue and Forest Department of the State of Maharashtra.
- 10.7 We have examined the Certificate dated 15th October, 2014 ("**Architect Certificate**") issued by Mr. Sunil Arora, Architect, certifying that the said Land is comprised in the Survey Numbers as more particularly stated therein.
- 10.8 We have taken the year 1965 as the root of title for the purpose of this Compendium and Title Certificate.

C. CHAIN OF TITLE

1. LAND 1

- 1.1 All that piece and parcel of land admeasuring 68,400.70 square metres and forming part of New C.T.S. No. 107E and described more particularly at reference item 1 above and in **Part A of the Schedule** hereunder written ("**Land 1**") was purchased and acquired by Incline Realty Private Limited from Tata Steel Limited in the manner more particularly stated in paragraph C(4) below.
- 1.2 The New C.T.S. No. 107E along with New C.T.S. No. 107A, New C.T.S. No. 107B, New C.T.S. No. 107C and New C.T.S. No. 107D were earlier comprised amongst Old C.T.S. Nos. 107, 110, 112, 113, 114, 115, 116, 117, 118, 120, 129, 152, 153, 154, 154/1 to 26, 157 and 158, which, pursuant to the Amalgamation and Sub-Division Order (defined below), were amalgamated and subsequently sub-divided into *inter-alia* New C.T.S. No. 107E.
- 1.3 By and under the registered instruments described below in this paragraph C(1.3), Special Steel Limited (the predecessor in title to Incline Realty Private Limited), purchased and acquired *inter-alia* the Land 1. Based on our examination of the *kami jasta patrak* in respect of *inter-alia* the said Land and the Architect Certificate, the Land 1 is comprised amongst the revenue assessment survey numbers stated below in this paragraph C(1.3),-

D

- 1.3.1 By and under an Indenture of Conveyance dated 17th September, 1960 registered before the Office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-7140 of 1960 executed by and between (i) Khemraj Pratapchand alias Khimchand Pratapchand, Babulal Khimchand, Shantilal Khimchand, Hiralal Khimchand and Chukibai Khimchand (through the hands of their guardian the said Khimchand Pratapchand) in their capacity as the co-parceners and members of the joint hindu family of which the said Khimchand Pratapchand was the Karta and Manager thereof, therein collectively referred to as 'the vendors of the one part' and (ii) The Special Steel Private Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 29 Hissa No. 2(part), Survey No. 30 Hissa No. 1(part) and Survey No. 30 Hissa No. 3(part) as described therein together with the buildings and structures standing thereon was purchased and acquired by The Special Steel Private Limited for the consideration stated therein.
- 1.3.2 By and under an Indenture of Conveyance dated 24th October, 1960 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-R-8312 of 1960 executed by and between (i) Dattatraya Anant Chogle, Mahendrakumar Dattatraya Chogle, Snehalata Dattatraya Chogle, Hemlata Dattatraya Chogle, Anilkumar Dattatraya Chogle through the hands of his guardian Dattatraya Anant Chogle, Shailaja Dattatraya Chogle through the hands of her guardian Dattatraya Anant Chogle, Radhabai therein described as the widow of Anant Shripat Chogle, and Kamala Anant Chogle, being the coparceners and members of their joint hindu family and therein collectively referred to as 'the vendors of the one part' and (ii) Special Steels Private Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 30 Hissa No. 1 as described therein together with the tenements and buildings thereon was purchased and acquired by Special Steels Private Limited for the consideration stated therein.
- 1.3.3 By and under an Indenture of Conveyance dated 12th November, 1960 registered before the Office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R-9147 of 1960 executed by and between (i) Baburao Moreshwar Chogle, Shamrao Moreshwar Chogle, Chintaman Moreshwar Chogle, Balkrishna Moreshwar Chogle, Vimal therein described as the daughter of Baburao Chogle, Dayanand Babrao Chogle, Manohar Baburao Chogle and Kesharinath Baburao Chogle, therein described as the members of the joint and undivided hindu family of one Moreshwar Krishnaji Chogle and collectively referred to as 'the vendors of the one part' and (ii) The Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 31 and Survey No. 32A Hissa No. 4 as described therein together with the tenements or buildings standing thereon was purchased and acquired by The Special Steels Limited for the consideration stated therein.
- 1.3.4 By and under an Indenture of Conveyance dated 30th October, 1961 registered before the Office of the Sub-Registrar of Assurances under Serial No. BND-49 of 1962 executed by and between Sunderabai Jagjiwandas Keshavital, therein referred to as 'the vendor of the one part' and Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 29 Hissa No. 3(part) and Survey No. 30 Hissa No. 2 as described therein was purchased and acquired by Special Steels Limited for the consideration stated therein.

- 1.3.5 By and under an Indenture of Conveyance dated 12th March, 1962 registered before the Office of the Sub-Registrar of Assurances under Serial No. BND-713 of 1962 executed by and between (i) Govind Damodar Chogle, Bai Sulochanabai therein described as the wife of Govind Damodar Chogle, Ramnath Govind Chogle, Premabai therein described as daughter of Govind Damodar Chogle, Vilasini therein described as daughter of Govind Damodar Chogle, Mohini therein described as daughter of Govind Damodar Chogle, Vinod Govind Chogle, Pramod Govind Chogle and Smita therein described as daughter of Govind Damodar Chogle, in their capacity as the coparceners and members of the joint hindu family of which the said Govind Damodar Chogle was the Karta and Manager thereof, therein collectively referred to as 'the vendors of the one part' and (ii) Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 22 Hissa No. 2C and Survey No. 24 Hissa No. 1(part) as described therein together with the tenements and buildings thereon was purchased and acquired by Special Steels Limited for the consideration stated therein. The Architect Certificate certifies that the land comprised in this Indenture of Conveyance dated 12th March, 1962 does not form part of the said Land.
- 1.3.6 By and under an Indenture of Conveyance dated 28th September, 1964 registered before the Office of the Sub-Registrar of Assurances under Serial No. BND-2476 of 1964 executed by and between (i) Jaya D. Kania and Lalitaben C. Vora, therein collectively referred to as 'the vendors of the first part', (ii) Jaya D. Kania, therein referred to as the 'the confirming party of the second part', and (iii) Special Steels Limited, therein referred to as 'the purchaser of the third part', the land bearing Survey No. 36 Hissa No. 1 and Survey No. 29 Hissa No. 4(part) as described therein was purchased and acquired by Special Steels Limited for the consideration stated therein.
- 1.3.7 By and under an Indenture of Conveyance dated 23rd April, 1966 registered before the Office of the Sub-Registrar of Assurances under Serial No. BND-987 of 1966 executed by and between (i) Vishwasrao Manik Pathare in his individual capacity and on behalf of his minor son one Shailendra, and Krishnarao Manik Pathare, therein collectively referred to as 'the vendors of the one part' and (ii) Special Steels Limited therein referred to as 'the purchaser of the other part', the land bearing Survey No. 51 Hissa No. 2, Survey No. 55 Hissa No. 2 and Survey No. 56 Hissa No. 1 as described therein was purchased and acquired by Special Steels Limited for the consideration stated therein. The Architect Certificate certifies that the land comprised in this Indenture of Conveyance dated 23rd April, 1966 does not form part of the said Land.
- 1.3.8 By and under an Indenture of Conveyance dated 2nd May, 1967 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-R-2096 of 1967 executed by and between (i) Chatrabhuj Morarji, Mathuradas Morarji and Pragji Haridas therein described as the trustees of a Deed of Trust dated 10th October, 1916 registered before the Office of the Sub-Registrar of Assurances under Serial No. 82 of Volume 2357 of Book No. 1 and referred therein as the 'Morarji Velji Gaushala Trust' and therein collectively referred to as 'the vendors of the first part', (ii) Pragji Haridas, Rai Haridas, Kanji Haridas, Pratap Haridas and Bai Champu Haridas, therein collectively referred to as 'the confirming parties of the second part' and (iii) Special Steels Limited, therein referred to as 'the purchaser of the third part', the land bearing Survey No. 36 Hissa No. 3(part), Survey No. 36 Hissa No. 5 and Survey No. 36 Hissa No. 8(part) as described

therein was purchased and acquired by Special Steels Limited for the consideration stated therein. The Architect Certificate certifies that the land comprised in this Indenture of Conveyance dated 2nd May, 1967 does not form part of the said Land.

- 1.3.9 By and under an Indenture of Conveyance dated 10th November, 1967 registered before the Office of the Sub-Registrar of Assurances under Serial No. BND-2428 of 1967 executed by and between (i) Santokben Shamji and Laljee Shamji, therein referred to as 'the vendors of the one part' and (ii) Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 23 Hissa No. 2(part) and Survey No. 23 Hissa No. 5A(part) as described therein was purchased and acquired by Special Steels Limited for the consideration stated therein.
- 1.3.10 By and under an Indenture of Conveyance dated 10th November, 1967 registered before the Office of the Sub-Registrar of Assurances at Bombay under Serial No. BND-2429 of 1967 executed by and between (i) Maniben Govind, Ratilal Govind and Vallabh Govind, therein collectively referred to as 'the vendors of the one part' and (ii) Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 23 Hissa No. 2(part) and Survey No. 23 Hissa No. 5A(part) as described therein exclusive of the well located therein together with an area of 10 feet surrounding the said well was purchased and acquired by Special Steels Limited for the consideration stated therein. The said Indenture of Conveyance dated 10th November, 1967 records the complete names of the vendors therein as Maniben Govind Mistry, Ratilal Govind Mistry and Vallabh Govind Mistry. Incline Realty Private Limited have informed us that neither the said Maniben Govind, Ratilal Govind and Vallabh Govind nor any of their legal heirs nor any other persons are using the said well or any other portion of the captioned property and Incline Realty Private Limited are in sole and exclusive possession thereof and there are no easementary rights in respect of the said well or the area surrounding the said well.
- 1.3.11 By and under an Indenture of Conveyance dated 6th May, 1969 registered before the Office of the Sub-Registrar of Assurances under Serial No. BND-1079 of 1969 executed by and between (i) Pandurang Khanderao Talpade in his capacity as the executor of the estate of one Khanderao Pandurang Talpade, therein referred to as 'the vendor of the first part', (ii) Pandurang Khanderao Talpade, Swaroop Khanderao Talpade and Pushpa Khanderao Talpade in their respective capacities as the beneficiaries of the Last Will and Testament of Khanderao Pandurang Talpade dated 3rd July 1941, therein referred to as 'the confirming parties of the second part', and (iii) Special Steels Limited, therein referred to as 'the purchaser of the third part', the land bearing Survey No. 25 Hissa No. 2 as described therein together with the structures thereon was purchased and acquired by Special Steels Limited for the consideration stated therein.
- 1.3.12 By and under an Indenture of Conveyance dated 12th December, 1970 registered before the Office of the Sub-Registrar of Assurances under Serial No. BND-2457 of 1970 executed by and between J.D. Kania in her capacity as the sole proprietor of M/s. J. Kania & Co., therein referred to as 'the vendor of the one part' and Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No 25 Hissa No 1(part), Survey No 29 Hissa No. 5 and Survey No. 37 Hissa No. 1(part) as described therein was

D

purchased and acquired by Special Steels Limited for the consideration stated therein together with the benefit of the right of way granted over the road passing through the adjoining land belonging to the Maharashtra Housing Board under the Indenture of Conveyance dated 25th August, 1968 registered before the Office of the Sub-Registrar of Assurances under Serial Nos. 4229 and 4230 on 18th October, 1969.

1.3.13 In respect of the land bearing Survey No. 27 Hissa No. 1A(part),-

1.3.13.1 By and under an Indenture of Conveyance dated 29th September, 1972 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-R-315 of 1973 executed by and between (i) Chandrakant Mulraj Khatau, Lalitkumar Mulraj Khatau, Kishore Dharamsey Khatau, Abhay Laxmidas Khatau in their capacity as the trustees of the trust created under the Deed of Settlement dated 27th April, 1917 registered before the Office of the Sub-Registrar of Assurances under Serial No. 2442 of 1917 read with a Supplemental Deed of Settlement dated 21st February, 1919 registered before the Office of the Sub-Registrar of Assurances under Serial No. 1358-A of 1919, therein collectively referred to as 'the vendors of the one part' and hereinafter referred to as the "**Mulraj Khatau Trustees**", and (ii) Special Steels Limited, therein referred to as 'the purchaser of the other part', the captioned property was purchased and acquired by Special Steels Limited for the consideration stated therein.

1.3.13.2 By and under an Indenture of Conveyance dated 29th September, 1972 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-R-314 of 1973 executed by and between (i) Khatau Makanji and Company Private Limited, therein referred to as 'the vendor of the first part', (ii) the Mulraj Khatau Trustees, therein referred to as 'the confirming parties of the second part', and (iii) Special Steels Limited, therein referred to as 'the purchaser of the third part', read with a Deed of Confirmation dated 18th July, 1973 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-S-1428 of 1973 executed by and between (i) Mulraj Khatau and Sons Private Limited, therein referred to as 'the first confirming party of the first part', (ii) Pearl Thread Mills Private Limited, therein referred to as 'the second confirming party of the second part', and (iii) Special Steels Limited, therein referred to as 'the purchaser of the third part', the structure on the captioned property was purchased and acquired by Special Steels Limited together with the release and relinquishment of the tenancy rights of Khatau Makanji and Company Private Limited in respect of the captioned property in favour of Special Steels Limited for the consideration mentioned therein.

1.3.14 By and under an Indenture of Conveyance dated 10th August, 1967 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-R-3851 of 1967 executed by and between (i) the Mulraj Khatau Trustees, therein collectively referred to as 'the vendors of the one part', and (ii) Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 27 was

9

purchased and acquired by Special Steels Limited for the consideration stated therein.

- 1.3.15 By and under an Indenture of Conveyance dated 1st February, 1973 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-R-974 of 1973 executed by and between (i) Mishrimal Pratapchand, Kantilal Pratapchand, Popatlal Hazarimal, Laxmibai therein described as the widow of Hanzarimal Parkhaji, in their capacity as the partners of M/s. Nagjee Motijee & Co., therein collectively referred to as 'the vendors of the one part', and (ii) Special Steels Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 36 Hissa No. 2(part) as described therein was purchased and acquired by Special Steels Limited for the consideration stated therein. The Architect Certificate certifies that the land comprised in this Indenture of Conveyance dated 1st February, 1973 does not form part of the said Land.
- 1.3.16 By and under an Indenture of Conveyance dated 3rd May, 1961 registered before the Office of the Sub-Registrar of Assurances under Serial No. BOM-R-3263 of 1961 executed by and between (i) Baburao Moreshwar Chogle, Shamrao Moreshwar Chogle, Chintaman Moreshwar Chogle, Balkrishna Moreshwar Chogle, Vimal therein referred to as the daughter of Baburao Moreshwar Chogle, Dayanand Baburao Chogle, Manohar Baburao Chogle and Keshrinath Baburao Chogle in their capacity as the members of their joint and undivided hindu family, therein collectively referred to as 'the vendors of the one part' and The Special Steels Private Limited, therein referred to as 'the purchaser of the other part', the land bearing Survey No. 24 Hissa No. 2 as described therein was purchased and acquired by The Special Steel Private Limited for the consideration stated therein. The Architect Certificate certifies that the land comprised in this Indenture of Conveyance dated 3rd May, 1961 does not form part of the said Land.
- 1.4 By and under a Deed of Sale dated 6th July, 1993 registered before the Office of the Sub-Registrar of Assurances under Serial No. BBE-1-2483 of 1993 executed between Special Steels Limited, therein referred to as 'the vendor of the one part' and the Maharashtra Housing and Area Development Authority, therein referred to as 'the authority of the other part', a portion of the land described at paragraph C(1.3.7) above and therein described as bearing Survey No. 51 Hissa No. 2, Survey No. 55 Hissa No. 2, Survey No. 56 Hissa No. 1, C.T.S. No. 138, C.T.S. No. 271 and C.T.S. No. 272 was purchased and acquired by MHADA for the consideration stated therein. As mentioned above, the Architect Certificate certifies that the land bearing Survey No. 51 Hissa No. 2, Survey No. 55 Hissa No. 2 and Survey No. 56 Hissa No. 1 does not form part of the said Land.
- 1.5 **7/12 EXTRACTS:-**
- 1.5.1 We have examined the 7/12 extracts in respect of the revenue assessment survey numbers described at paragraph C(1.3) above, and, subject to what is stated in paragraph C(1.5.2) below, the name of Special Steel Limited is reflected thereon as the owner/holder thereof and no entries are reflected thereon that are adverse to the title of Special Steel Limited.
- 1.5.2 Our comments in respect of certain pertinent 7/12 extracts are stated below,-

9

- 1.5.2.1 The 7/12 extracts dated 5th April, 2014 issued in respect of Survey No. 51 Hissa No. 2, Survey No. 55 Hissa No. 2 and Survey No. 56 Hissa No. 1 respectively, presently reflect Special Steels Limited as the owner/holder thereof.
- 1.5.2.2 The 7/12 extract dated 7th April, 2014 issued in respect of Survey No. 25 Hissa No. 2 (acquired by Special Steel Limited in the manner stated in paragraph C(1.4.11) above) records the name of one Pandurang Khanderao as the owner/holder thereof.

1.6 **MUTATION ENTRIES:-**

We have examined the Mutation Entries reflected on the 7/12 extracts in respect of the revenue assessment survey numbers listed in paragraph C(1.3) above, save and except the Mutation Entry No. 36, which our search clerk has been unable to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi. Our observations on certain pertinent Mutation Entries are contained at **Annexure "C"** hereto.

1.7 **SHORT CAUSE SUIT NO. 7802 OF 1975:-**

- 1.7.1 Special Steel Limited filed the captioned Suit in the Bombay City Civil Court at Bombay against Rajtej Bhadrassen Khot and various other persons who had constructed a school building on an adjoining plot of land and had encroached upon Survey No. 24 Hissa No. 1(part) as acquired by Special Steel Limited as stated above and who had reportedly built a garage and servant's quarters thereon. Special Steel Limited prayed for *inter-alia* a declaration that they were the owners of the subject property of the captioned Suit and an injunction restraining the defendants in the captioned Suit from entering thereon.
- 1.7.2 By and under an Order and Judgment dated 29th September, 1995 passed by the Bombay City Civil Court, the captioned Suit was decreed in terms of prayer clauses (a), (b), (c), (e), (f) and (j) to the plaint filed therein, thereby decreeing *inter-alia* that Special Steel Limited was the owner of the suit property (Survey No. 24 Hissa No. 1(part)) and restraining the defendants therein from entering thereupon. The said Order and Judgment dated 29th September, 1995 also stayed the execution of the decree in terms of prayer clauses (c), (e) and (f) to the plaint filed in the captioned Suit, which are reproduced (not verbatim) below,-
- 1.7.2.1 That the defendants be restrained by a perpetual injunction from entering upon the suit property,
- 1.7.2.2 That the defendants be ordered to pay a sum of Rs.2,475/- (Rupees Two Thousand Four Hundred and Seventy Five) together with interest thereon at the rate of 6% per annum to Special Steel Limited for wrongful use of the suit property and damages, and
- 1.7.2.3 That the defendants be ordered to pay a sum of Rs.165/- (Rupees One Hundred and Sixty Five) per month together with interest thereon at the rate of 6% per annum to Special Steel Limited for wrongful use of the suit property and damages.

- 1.7.3 The roznama maintained in respect of the captioned Suit records the extension of the stay in respect of execution of the decree in terms of prayer clauses (c), (e) and (f) to the plaint filed in the captioned Suit until 15th March, 1996.
- 1.7.4 The entry of 27th February, 2002 on the aforesaid roznama records an appeal may have been filed in the Bombay High Court. We have not however, examined any papers, proceedings or orders in any appeal from the said Order and Decree dated 29th September, 1995 filed in the Bombay High Court and Incline Realty Private Limited have informed us that they do not have any papers pertaining to any appeal from the said Order and Decree dated 29th September, 1995 available with them. We also note that the Certificates on Title dated 25th February, 2014 issued by M/s. Hariani & Co. in respect of New C.T.S. No. 107E and C.T.S. No. 141 respectively do not refer to or disclose any appeal from the said Order and Decree dated 29th September, 1995.
- 1.7.5 We also clarify that the Architect Certificate certifies that the land bearing Survey No. 24 Hissa No. 1(part), which is the subject matter of the Short Cause Suit No. 7802 of 1975, does not form part of the said Land.
- 1.8 Our observations on the Property Register Cards in respect of the said Land are contained at paragraph C(4) below.

2. LAND 2

- 2.1 All those pieces and parcels of land admeasuring 29,130.40 square metres and bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12, described more particularly at reference item 2 above and in **Part B of the Schedule** hereunder written ("**Land 2**") were purchased and acquired by Incline Realty Private Limited from Tata Steel Limited in the manner more particularly stated in paragraph C(4) below.
- 2.2 The Land 2 (together with a piece of land bearing Survey No. 24 Hissa No. 3(part) admeasuring 3,051.80 square metres) was acquired and purchased by the Government of Maharashtra for Special Steel Limited through the statutory process prescribed under the provisions of the Land Acquisition Act, 1894 ("**Land Acquisition Act**"), in the following manner,-
- 2.2.1 By and under an Agreement dated 4th August, 1967 ("**Acquisition Agreement**") executed by and between Special Steel Limited and the Governor of Maharashtra under the provisions of Section 41 of the Land Acquisition Act, the Governor of Maharashtra agreed to implement and utilise the provisions of the Land Acquisition Act for acquiring the Land 2 for and on behalf of Special Steel Limited for the purpose stated therein, on and subject to the terms and conditions and for the consideration more particularly detailed therein.
- 2.2.2 The Acquisition Agreement imposes a restriction on transfer of the Land 2 without the prior written permission of the State of Maharashtra.
- 2.2.3 By and under a Notification No. LBS.5263(i)-H ("**Acquisition Agreement Notification**") issued by the Revenue and Forest Department of the Government of Maharashtra on 7th November,

1967 and published in the Maharashtra Government Gazette on 16th November, 1967, the Acquisition Agreement was published in accordance with the provisions of Section 42 of the Land Acquisition Act.

- 2.2.4 By and under a Notification No.LBS.5362-H issued by the Revenue and Forest Department of the Government of Bombay on 7th November, 1967 and published in the Maharashtra Government Gazette on 16th November, 1967 a declaratory notification was issued under the provisions of Section 6 of the Land Acquisition Act declaring that the Land 2 was required for Special Steel Limited for the specified purpose mentioned therein.
- 2.2.5 By and under an Award dated 20th January, 1969 bearing reference no. LAQ-SR-330 passed by the Special Land Acquisition Officer (2), Bombay and Bombay Suburban District under the provisions of Section 11 of the Land Acquisition Act ("**Acquisition Award**"), the Special Land Acquisition Officer (2), Bombay and Bombay Suburban District declared, determined and fixed the true area of the various pieces and parcels of land comprised in the Land 2, the compensation payable in respect of the acquisition of the Land 2 and the apportionment of such compensation amongst persons interested in the Land 2 in the manner and on the terms and conditions detailed therein.
- 2.2.6 By and under a Sanad dated 30th September, 1969 ("**Sanad**") issued by the Additional Collector, Bombay Suburban District on behalf of the Governor of Maharashtra, it was declared that the Land 2 was vested with Special Steel Limited subject to the provisions of the Maharashtra Land Revenue Code, 1966 and compliance with the terms and conditions stated therein. The Sanad further records that possession of the Land 2 was delivered to Special Steel Limited on 30th January, 1969. The Acquisition Agreement, the Acquisition Award and the Sanad are hereinafter collectively referred to as the "**Land 2 Deed**".
- 2.2.7 **Suit No. 1408 of 1961:**
- 2.2.7.1 We note that at the time of the Acquisition Award, the ownership of the portion of the Land 2 bearing Survey No. 24 Hissa No. 3 was disputed between (a) Maniben Govind Mistry, Ratilal Govind Mistry and Vallabhdas Govind Mistry, on the one hand, and (b) Khushal Narayan Mistry on the other hand. In this regard, Maniben Govind Mistry, Ratilal Govind Mistry and Vallabhdas Govind Mistry had filed a Suit No. 1408 of 1961 against Khushal Narayan Mistry before the Bombay City Civil Court at Bombay for the reliefs more particularly requested therein.
- 2.2.7.2 By and under an Order and Decree dated 15th April, 1969 passed in the Suit No. 1408 of 1961, it was declared and decreed that Maniben Govind Mistry, Ratilal Govind Mistry and Vallabhdas Govind Mistry were the owners of Survey No. 24 Hissa No. 3. In view thereof, the entire amount of the compensation payable in respect of Survey No. 24 Hissa No. 3 under the Acquisition Award was paid to Maniben Govind Mistry, Ratilal Govind Mistry and Vallabhdas Govind Mistry by the Special Land Acquisition Officer (2), Bombay and Bombay Suburban District. We clarify that subsequent to the Acquisition Award, the Survey No. 24 Hissa No. 3 stood vested in Special Steel Limited as the owners thereof

free from all encumbrances under the provisions of the Land Acquisition Act.

2.2.8 Miscellaneous Petition No. 816 of 1967:

2.2.8.1 The captioned Petition was filed by Balaram Mukundrao Jaykar, claiming to be one of the legal heirs of Mukund Vishwanath Jaykar (who is described in the Acquisition Award as the erstwhile owner of Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3) in the Bombay High Court against *inter-alia* the State of Maharashtra and Special Steel Limited claiming and seeking *inter-alia* that the Acquisition Agreement Notification be quashed and set aside and restraining the respondents therein from taking any steps in pursuance of the Acquisition Agreement Notification and from dispossessing the said Balaram Mukundrao Jaykar from the subject property of the captioned Petition (Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3). The captioned Petition was admitted by the Bombay High Court on 23rd December, 1967.

2.2.8.2 By and under the Order dated 19th September, 1968 passed by the Bombay High Court, the captioned Petition was permitted to be withdrawn.

2.2.9 Miscellaneous Petition No. 543 of 1968:

2.2.9.1 The captioned Petition was filed by Narayan M. Jaykar, claiming to be one of the legal heirs of Mukund Vishwanath Jaykar (who is described in the Acquisition Award as the erstwhile owner of Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3) in the Bombay High Court against *inter-alia* the State of Maharashtra and Special Steel Limited claiming and seeking *inter-alia* that the Acquisition Agreement Notification be quashed and set aside and restraining the respondents therein from taking any steps in pursuance of the Acquisition Agreement Notification and from dispossessing the said Narayan M. Jaykar from the subject property of the captioned Petition (Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3).

2.2.9.2 We have examined handwritten remarks on the docket page of the captioned Petition which record that the captioned Petition was admitted and the respondents therein were directed to show cause why prayer clauses (a), (b) and (c) therein should not be granted. We have not examined any further papers, proceedings or orders in the captioned Petition. However, we observe that subsequent to acquisition under the Land Acquisition Act, the Land 2 (including Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3) stood vested in Special Steel Limited as the owners thereof free from all encumbrances under the statutory provisions of the Land Acquisition Act.

2.2.10 Suit No. 341 of 1970:

2.2.10.1 One C.N. Jaykar, claiming to be a legal heir and descendant of Mukund Vishwanath Jaykar (who is described in the Acquisition Award as the erstwhile owner of Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3) filed the

captioned Suit in the Bombay High Court against Satyabhamabai Mukundrao Jaykar and various other individuals who are described therein as legal heirs of Mukund Vishwanath Jaykar, seeking and claiming various reliefs pertaining to the estate of the late Mukund Vishwanath Jaykar.

2.2.10.2 We clarify here that Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3 (part of the Land 2) were not the subject matter of the captioned Suit and the entitlement to the compensation received in lieu of acquisition of Survey No. 32 Hissa No. 1 and Survey No. 32 Hissa No. 3 under the Acquisition Award was one of the subject matters of the captioned Suit.

2.2.10.3 By and under an Order and Decree dated 31st August, 1976 passed by the Bombay High Court, the captioned Suit was decreed in the manner stated therein in terms of the Consent Terms of even date executed and filed between the parties to the captioned Suit.

2.2.11 Suit No. 2694 of 1970:

2.2.11.1 One M/s. Honesty Dairy Farm filed the captioned Suit together with a Notice of Motion therein against *inter-alia* Special Steel Limited in the Bombay City Civil Court at Bombay claiming various reliefs in respect of a purported right of easement over the portion of the Land 2 comprised in Survey No. 23 Hissa No. 3.

2.2.11.2 By and under an Order dated 13th July, 1970 passed by the Bombay City Civil Court, the said Notice of Motion in the captioned Suit was dismissed with costs for the reasons mentioned therein including *inter-alia* that subsequent to the acquisition of Survey No. 23 Hissa No. 3, the subject property of the captioned Suit vested in Special Steel Limited free from all encumbrances under the provisions of Section 16 of the Land Acquisition Act.

2.2.11.3 We have examined the Order dated 30th September, 1986 reflected on the roznama which records the statement of M/s. Honesty Dairy Farm that the captioned Suit has been settled by the parties thereto and in view thereof, the captioned Suit was dismissed for non-prosecution and was stated to be infructuous.

2.2.12 Suit No. 4980 of 1979:

2.2.12.1 We have examined a letter dated 11th November, 1998 addressed by M/s. Gagrat & Co., Advocates and Solicitors, to the Special Land Acquisition Officer and Pandurang Khanderao Talpade, which refers to the captioned Suit filed by Special Steels Limited against J.H. Dhaware, Special Land Acquisition Officer and others in the Bombay City Civil Court and which records that the captioned Suit is placed for ex parte orders on 4th December, 1998.

2.2.12.2 We note that the Acquisition Award reflects Pandurang Khanderao Talpade as the erstwhile owner/holder of Survey No. 23 Hissa No. 3(part) and Survey No. 33(part) and we

clarify that subsequent to acquisition under the Land Acquisition Act, the Land 2 (including Survey No. 23 Hissa No. 3(part) and Survey No. 33(part)) stood vested in Special Steel Limited as the owners thereof free from all encumbrances under the statutory provisions of the Land Acquisition Act.

2.2.13 Writ Petition No. 549 of 1997:

2.2.13.1 One Ratilal Govind Mistry and other individuals ("R.G. Mistry & Ors.") claiming to be the legal heirs of one Govind Narayan Mistry who is claimed to be the owner of the portion of the Land 2 comprised in Survey No. 24 Hissa No. 3 prior to the Acquisition Award, filed the captioned Writ Petition in the Bombay High Court against Tata SSL Limited and other entities praying that the State of Maharashtra resume the portion of the Land 2 comprised in Survey No. 24 Hissa No. 3 since Tata SSL Limited was not using the captioned property for the purpose for which it was acquired and further prayed that subsequent to such resumption, the captioned property should be restored to R.G. Mistry & Ors.

2.2.13.2 By and under an Order dated 24th September, 1997 passed by the Bombay High Court, the Writ Petition No. 549 of 1997 was rejected on the grounds stated therein.

2.2.14 L.E. Suit No. 84 of 2007:

2.2.14.1 The captioned Suit is filed by Ratilal Govindji Mistry (Chotalia), Trupti Vallabhadas Chotalia, Sweta Vallabhadas Chotalia and Kunal Vallabhadas Chotalia against *inter-alia* Special Steel Limited, claiming ownership in respect of C.T.S. No. 141 (which forms part of the Land 2), and claiming for *inter-alia* restoration of possession of C.T.S. No. 141.

2.2.14.2 Incline Realty Private Limited have informed us that,-

2.2.14.2.1 Ratilal Govindji Mistry (Chotalia), Trupti Vallabhadas Chotalia, Sweta Vallabhadas Chotalia and Kunal Vallabhadas Chotalia filed an L.E. Suit No. 20 of 1996 before the Small Causes Court, Bandra Branch, Bombay against *inter-alia* Special Steel Limited claiming ownership in respect of the portion of the said Land comprised in C.T.S. No. 141 and Survey No. 23 Hissa No. 5A and prayed that Special Steel Limited be ordered to vacate the suit property and be restrained from entering thereupon. Special Steel Limited is described as gratuitous licensees in the L.E. Suit No. 20 of 1996.

2.2.14.2.2 As a consequence of an Order and Judgment dated 2nd May, 2001 passed by the Bombay High Court in Letters Patent Appeal No. 112 of 1998, the L.E. Suit No. 20 of 1996 was transferred to the Bombay City Civil Court at Bombay and designated as S.C. Suit No. 423/ of 2003

- 2.2.14.2.3 As a consequence of an Order and Judgment dated 10th July, 2007 passed by the Bombay High Court in Writ Petition No. 148 of 2004 and Writ Petition No. 561 of 2004, the S.C. Suit No. 4237 of 2003 was transferred back to the Small Causes Court and designated as L.E. Suit No. 84 of 2007.
- 2.2.14.2.4 There are no adverse orders passed in the captioned Suit and the captioned Suit is pending.
- 2.2.14.3 We have examined a copy of the plaint filed by Ratilal Govindji Mistry (Chotalia), Trupti Vallabhdas Chotalia, Sweta Vallabhdas Chotalia and Kunal Vallabhdas Chotalia in the L.E. Suit No. 84 of 2007 in the Court of Small Causes at Bombay (Bandra Bench), wherein *inter-alia* the following reliefs are claimed and prayed for,-
- 2.2.14.3.1 That the defendants therein be decreed and ordered to vacate and deliver peaceful and vacant possession of the C.T.S. No. 141,
- 2.2.14.3.2 That a permanent injunction and order be granted restraining the defendants therein from disposing of the land bearing C.T.S. No. 141 and/or parting with its' possession in any manner and/or inducting any third party therein/thereon, and
- 2.2.14.3.3 Pending the hearing and final disposal of the suit, the defendants be restrained by a temporary injunction and order from disposing of the land bearing C.T.S. No. 141 and/or parting with its' possession in any manner and/or inducting any third party therein/thereon.
- 2.2.14.4 Tata Steel Limited filed a Writ Petition No. 5769 of 2014 before the Bombay High Court against two Orders dated 15th October, 2013 and an Order dated 5th February, 2014 passed by the Court of Small Causes in the captioned Suit *inter-alia* rejecting applications filed by Tata Steel Limited for rejection of certain documents filed by the plaintiffs in the captioned suit along with their affidavits of evidence in lieu of examination-in-chief. By and under an Order dated 4th September, 2014 passed by the Bombay High Court, the Writ Petition No. 5769 of 2014 was disposed of in the manner stated therein including *inter-alia* by issuance of a clarification that the plaintiffs in the captioned suit would be required to prove the contents of the documents even if the same are marked as exhibits.
- 2.2.14.5 By and under an Application dated 20th February, 2015 filed by Incline Realty Private Limited in the captioned Suit, Incline Realty Private Limited prayed *inter-alia* that the plaintiffs be ordered and directed to join and implead Incline Realty Private Limited as a party co-defendant in the captioned suit. As of date, no orders have been passed by the Court of Small Causes formally impleading Incline Realty Private Limited as a party in the captioned Suit.

19

2.2.14.6 We clarify here that the claim of Ratilal Govindji Mistry (Chotalia) and the other plaintiffs in the captioned Suit appear to be particularly untenable since the suit property bearing C.T.S. No. 141 forms part of the Land 2 (as stated in the Land 2 Transfer Permission and the Property Register Card for C.T.S. No. 141) and subsequent to the Acquisition Award, the suit property vested in Special Steel Limited free from all encumbrances under the statutory provisions of the Land Acquisition Act. Further, we have not examined any orders passed in the captioned Suit which are adverse to the title of Incline Realty Private Limited to the portion of the said Land bearing C.T.S. No. 141 or which prevent Incline Realty Private Limited from dealing with the same.

2.3 **7/12 EXTRACTS:**

2.3.1 We have examined the 7/12 extracts in respect of the revenue assessment survey numbers comprised in the Land 2 as described at paragraph C(2.1) above, and, subject to what is stated in paragraph C(2.3.2) below, the name of Incline Realty Private Limited is reflected thereon as the owner/holder thereof and no entries are reflected thereon that are adverse to the title of Incline Realty Private Limited.

2.3.2 Our observations on certain pertinent 7/12 extracts are as follows,-

2.3.2.1 The 7/12 extract dated 21st October, 2014 issued in respect of Survey No. 32 Hissa No. 2 records a lease created in favour of one Tukeram Pandurang for a period of 10 years and further refers to a Mutation Entry No. 374 dated 18th July, 1961 which records the creation of the aforesaid lease. The aforesaid remark in the 'other rights' column should be deleted, since the Survey No. 32 Hissa No. 2 vested in Special Steel Limited free from all encumbrances under the statutory provisions of the Land Acquisition Act subsequent to the Acquisition Award.

2.4 **MUTATION ENTRIES:**

We have examined all the Mutation Entries reflected on the 7/12 extracts in respect of the Land 2 and our observations on the relevant Mutation Entries are contained in **Annexure "C"** hereto.

2.5 Our observations on the Property Register Cards in respect of the said Land are contained at paragraph C(4) below.

3. **LAND 3**

3.1 By and under an Order dated 22nd September, 1964 bearing reference no. C/LND/II-WS-316 ("Land 3 Deed") issued by the Office of the Collector, Bombay Suburban District (as it was at the time), all that piece or parcel of land admeasuring 4,332 square yards equivalent to approximately 3,622 square metres situated at Village Magathane ("Land 3") and designated as a Government Tank Land in the revenue records was granted to Special Steel Limited on the terms and conditions stated therein under the provisions of the Bombay Land Revenue Code, 1879.

P

3.2 7/12 EXTRACT:-

The 7/12 extract dated 21st October, 2014 issued in respect of the Land 3 records M/s. Incline Realty Private Limited as the owner/holder thereof and does not reflect a revenue assessment survey number and reflects instead a remark of 'talao' meaning 'tank / pool'. No entries are reflected thereon that are adverse to the title of Incline Realty Private Limited.

3.3 MUTATION ENTRIES:-

We have examined all the Mutation Entries reflected on the captioned 7/12 extract.

- 3.4 Our observations on the Property Register Cards in respect of the said Land are contained at paragraph C(4) below. We further note that the Land 3 is comprised in New C.T.S. No. 107E.

4. **ACQUISITION OF THE SAID LAND BY INCLINE REALTY PRIVATE LIMITED**

- 4.1 By and under an Order dated 28th August, 2014 bearing reference no. Land 2614/C.No.96/L-3 passed by the Revenue Minister of the State of Maharashtra read with an Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District read with an Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District (hereinafter collectively referred to as the "**Land 2 Transfer Permission**"), Tata Steel Limited was permitted to convey and sell the Land 2 in favour of Incline Realty Private Limited, subject to the terms and conditions stated therein including the payment of unearned income as stated therein which is recorded as having been paid in full. The Land 2 Transfer Permission further authorises Incline Realty Private Limited to *inter-alia* develop the Land 2, utilize TDR and additional FSI thereon, to mortgage the Land 2, to surrender and hand over reservations and consume TDR and FSI in lieu thereof, to sell flats and units constructed on the Land 2 and to convey the Land 2 to a co-operative housing society or similar organisation of purchasers, on the terms and conditions stated therein.
- 4.2 By and under an Order dated 30th August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra read with an Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District read with an Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District (hereinafter collectively referred to as the "**Land 3 Transfer Permission**"), Tata Steel Limited was permitted to convey and sell the Land 3 in favour of Incline Realty Private Limited, subject to the terms and conditions stated therein including the payment of unearned income as stated therein which is recorded as having been paid in full. The Land 3 Transfer Permission further authorises Incline Realty Private Limited to *inter-alia* develop the Land 3, utilize TDR and additional FSI thereon, to mortgage the Land 3, to surrender and hand over reservations and consume TDR and FSI in lieu thereof, to sell flats and units constructed on the Land 3 and to convey the Land 3 to a co-operative housing society or similar organisation of purchasers, on the terms and conditions stated therein.
- 4.3 The said Land was purchased and acquired by Incline Realty Private Limited in the following manner,-

- 4.3.1 By and under an Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 ("**Land 1 Conveyance**") executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part', Tata Steel Limited conveyed and transferred the Land 1 in favour of Incline Realty Private Limited for the consideration and on the terms stated therein.
- 4.3.2 By and under an Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 ("**Land 2 Conveyance**") executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part', Tata Steel Limited conveyed and transferred the Land 2 in favour of Incline Realty Private Limited for the consideration and on the terms stated therein. Although the land referred in the Land 2 Conveyance is identified by the Survey Numbers mentioned in **Part B of the Schedule** hereto, the Land 2 is comprised in New C.T.S. No.107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12, on the basis of the Land 2 Transfer Permission and the Property Register Cards referred at paragraph C(4.7) below.
- 4.3.3 By and under an Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 ("**Land 3 Conveyance**") executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part', Tata Steel Limited conveyed and transferred the Land 3 in favour of Incline Realty Private Limited for the consideration and on the terms stated therein.
- 4.4 The Land 1, the Land 2 and the Land 3 collectively comprise the said Land. The Property Register Cards in respect of the said Land read with the Land 2 Transfer Permission and Land 3 Transfer Permission clarify that the Land 1 and the Land 3 are comprised in New C.T.S. No. 107E and the Land 2 is comprised in New C.T.S. No. 107E, C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12.
- 4.5 Subsequent to the purchase and acquisition of the said Land, the records in respect of the following revenue assessment survey numbers and city survey numbers comprised in the said Land have been updated to reflect Incline Realty Private Limited as the owner/holder thereof,-
- 4.5.1 **7/12 Extracts:-**
- 4.5.1.1 The 7/12 Extracts in respect of the Land 2.
- 4.5.1.2 The 7/12 Extract in respect of the Land 3.
- 4.5.2 **Property Register Cards:-**
- The Property Register Cards in respect of the said Land, viz.,-
- 4.5.2.1 The Property Register Card in respect of New C.T.S. No. 107E,
- 4.5.2.2 The Property Register Cards in respect of C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12.

4.6 We note that the 7/12 extracts in respect of the revenue assessment survey numbers comprised in the Land 1 require to be updated to reflect Incline Realty Private Limited as the owner/holder thereof.

4.7 PROPERTY REGISTER CARDS:-

We have examined all the Property Register Cards maintained in respect of the said Land and our observations in that regard are as follows,-

4.7.1 The Property Register Card dated 11th November, 2014 issued in respect of New C.T.S. No. 107E reflects Incline Realty Private Limited as the owner/holder thereof and in respect of,-

4.7.1.1 68,400.70 square metres of land under the Land 1 Conveyance i.e. the Land 1,

4.7.1.2 27,803.30 square metres of land under the Land 2 Conveyance i.e. a part of the Land 2, and

4.7.1.3 3,822 square metres of land under the Land 3 Conveyance i.e. the Land 3.

The area of New C.T.S. No. 107E is reflected as 99,826 square metres and the tenure of the land comprised therein is reflected as 'C' which indicates that the land is non-agricultural and altered assessment is being paid to the Government of Maharashtra under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non Agricultural Assessment) Rules, 1969.

4.7.2 The Property Register Card dated 27th March, 2015 issued in respect of C.T.S. No. 141 reflects Incline Realty Private Limited as the owner/holder thereof and reflects an area of 589.60 square metres. The Property Register Card further records the acquisition of the land comprised therein under the Land 2 Conveyance and the tenure of the land comprised therein is reflected as 'C' which indicates that the land is non-agricultural and altered assessment is being paid to the Government of Maharashtra under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non Agricultural Assessment) Rules, 1969.

4.7.3 The Property Register Card dated 27th March, 2015 issued in respect of C.T.S. No. 142 reflects Incline Realty Private Limited as the owner/holder thereof and reflects an area of 136.20 square metres. The tenure of the land comprised therein is reflected as 'C' which indicates that the land is non-agricultural and altered assessment is being paid to the Government of Maharashtra under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non Agricultural Assessment) Rules, 1969.

4.7.4 The Property Register Card dated 27th March, 2015 issued in respect of C.T.S. No. 155 reflects Incline Realty Private Limited as the owner/holder thereof and reflects an area of 269.80 square metres. The tenure of the land comprised therein is reflected as 'C' which indicates that the land is non-agricultural and altered assessment is being paid to the Government of Maharashtra under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non Agricultural Assessment) Rules, 1969.

4.7.5 The Property Register Cards dated 27th March, 2015 issued in respect of C.T.S. Nos. 155/1 to 12 reflect Incline Realty Private Limited as the owner/holder thereof and an aggregate area of 331.50 square metres. The tenure of the lands comprised therein is reflected as 'C' which indicates that the lands are non-agricultural and altered assessment is being paid to the Government of Maharashtra under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non Agricultural Assessment) Rules, 1969.

4.8 Our observations in respect of the 7/12 Extracts and Mutation Entries in respect of the said Land are contained at paragraphs C(1), C(2) and C(3) above.

D. AMALGAMATION & SUB-DIVISION

1. By and under an Order dated 5th January, 2002 bearing reference no. C/Desk-7A/Consolidation/Sub-Division/SR-3041 issued by the Office of the Collector, Mumbai Suburban District, read with an Order dated October, 2003 bearing reference no. C/Desk-7A/Consolidation/Sub-Division/SR-3041/03 read with an Order dated 13th October, 2003 bearing reference no. C.S.O. Borivali/C.S. Magathane/Consolidation & Sub-Division/2003 issued by the Office of the City Survey Officer, Borivali (collectively "**said Amalgamation cum Sub-Division Orders**"), certain pieces and parcels of land bearing C.T.S. Nos. 107, 110, 112, 113, 114, 115, 116, 117, 118, 120, 129, 152, 153, 154, 154/1 to 26, 157 and 158 were amalgamated and subsequently sub-divided into *inter-alia* New C.T.S. No. 107E admeasuring 99,826 square metres. As mentioned above, we note that the entire area of New C.T.S. No. 107E forms part of the said Land.

2. We clarify here that in the Architect Certificate, Mr. Sunil Arora, Architect, has certified that based upon mapping, comparing and superimposing the Survey Plans and the City Survey Plans in respect of the said Land, the following Survey Numbers are comprised in the said Land, apart from which, no other Survey Number is comprised in the said Land,-

- 2.1 Survey No. 23 Hissa Nos. 2(part), 3, 5A(part)
- 2.2 Survey No. 24 Hissa No. 3(part)
- 2.3 Survey No. 25 Hissa No. 2(part)
- 2.4 Survey No. 27 Hissa No. 1(part)
- 2.5 Survey No. 29 Hissa No. 1(part), 2, 3, 4, 5(part)
- 2.6 Survey No. 30 Hissa No. 1, 2, 3
- 2.7 Survey No. 31(part)
- 2.8 Survey No. 32 Hissa No. 1(part), 2(part), 3, 4, 5, 6
- 2.9 Survey No. 33(part)

E. ULC

1. By and under an Order dated 31st May, 1978 bearing reference no. ULC/S-14/IC/CAD ("**ULC Exemption Order 1**") issued by the Joint Director of Industries & Ex-Officio Deputy Secretary to the Government, General Administration Department under the provisions of Section 20(1) of the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**"), Special Steels Limited was permitted to retain 62,758.64 square metres of surplus vacant land which was exempted under the provisions of Section 20(1) of

the ULC Act for the purpose of industry in the manner and on the terms and conditions stated therein.

2. By and under an Order dated 16th April, 1990 bearing reference no. ULC1089/96/(3381)/D-XIII read with an Addendum Order dated 26th June, 1990 bearing reference no. ULC-1089/96/(3381)/Desk-XIII (collectively "**ULC Exemption Order 2**") both issued by the Under Secretary to the Government, Housing and Special Assistance Department of the Government of Maharashtra under the provisions of Section 20(1) of the ULC Act, a portion of land admeasuring 12,614.50 square metres bearing C.T.S. Nos. 106, 108, 109, 110, 115, 116, 117 and 118 ("**Residential Use Exempted Land**") was exempted under the provisions of Section 20(1) of the ULC Act and Special Steels Limited was permitted to retain the Residential Use Exempted Land in the manner and on the terms and conditions stated therein.
3. The Office of the Additional Collector & Competent Authority, ULC Department of the State of Maharashtra ("**Additional Collector & C.A.**") issued a Letter of Intent dated 11th April, 2000 bearing reference no. C/ULC/D.III/22/6473 read with a Corrigendum dated 31st May, 2001 bearing reference no. C/ULC/D.III/22/6473 and a Corrigendum dated 20th July, 2001 bearing reference no. C/ULC/D.III/22/6473 (collectively "**ULC LOI**") to Special Steels Limited wherein it is stated that the entire land being the subject matter of the ULC Exemption Order 1 and exempted for industrial purpose in the manner stated in the ULC Exemption Order 1 is non-vacant and the surplus vacant land is nil and *inter-alia* directed that the ULC Exemption Order 1 be revoked.
4. By and under an Order dated 1st October, 2001 bearing reference no. ULC/D-V/WS-281 ("**ULC Exemption Order 2 Withdrawal**") issued by the Additional Collector & C.A., the ULC Exemption Order 2 was withdrawn in the manner stated therein on the grounds that the Residential Use Exempted Land was non-vacant land and had been permitted to be developed under the ULC LOI. The Land 2 Transfer Permission, the Land 3 Transfer Permission and permissions as required under the provisions of the ULC Act read with the orders referred in this paragraph E are collectively referred to as "**the said Permissions**".

F. **N.A. ORDERS**

1. By and under (a) Order dated 30th June, 1969 bearing reference no. ADC/(illegible)/D-296 issued by the Additional District Deputy Collector, Mumbai Suburban District read with (b) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-297 issued by the Additional District Deputy Collector, Mumbai Suburban District, (c) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-298 issued by the Additional District Deputy Collector, Mumbai Suburban District, (d) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-299 issued by the Additional District Deputy Collector, Mumbai Suburban District, (e) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-304 issued by the Additional District Deputy Collector, Mumbai Suburban District, (f) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-294 issued by the Additional District Deputy Collector, Mumbai Suburban District, (g) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-295 issued by the Additional District Deputy Collector, Mumbai Suburban District, (h) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-300 issued by the Additional District Deputy Collector, Mumbai Suburban District, (i) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-301 issued by the Additional District Deputy Collector, Mumbai Suburban District, (j) Order dated 30th June, 1969 bearing reference no. ADC/LNDC/D-302 issued by the Additional District Deputy Collector, Mumbai Suburban District, (k) Order dated 28th July, 1970 bearing reference no. ADC/LNDC/D-1242 issued by the Additional District Deputy Collector, Mumbai Suburban District (hereinafter collectively referred to as the "**N.A. Orders**"), the non-agricultural use of various pieces and parcels of land admeasuring 98,091.19 square metres and bearing Survey No. 22 Hissa No. 2C, Survey No. 23 Hissa No. 3, Survey

9

No. 24 Hissa No. 1, Survey No. 24 Hissa No. 2, Survey No. 24 Hissa No. 3, Survey No. 29 Hissa No. 2(part), Survey No. 29 Hissa No. 3(part), Survey No. 29 Hissa No. 4(part), Survey No. 30 Hissa No. 1, Survey No. 30 Hissa No. 2, Survey No. 30 Hissa No. 3, Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32A Hissa No. 3A, Survey No. 32A Hissa No. 4, Survey No. 33(part), Survey No. 36 Hissa No. 1 was sanctioned / regularized on the terms and conditions stated therein.

2. We clarify here that the Property Register Cards in respect of the said Land reflect the tenure of the said Land as 'C' which indicates that the said Land is non-agricultural and non-agricultural assessment is being paid to the Government of Maharashtra under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non Agricultural Assessment) Rules, 1969.

G. **MORTGAGES AND CHARGES**

We have caused searches to be conducted upto 28th April, 2015 at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land, and no subsisting mortgages or charges are reflected as having been created by Incline Realty Private Limited in respect of the said Land.

H. **CHANGE IN CONSTITUTION OF TATA STEEL LIMITED**

1. Special Steels Private Limited was incorporated under the provisions of the Companies Act, 1956 on 10th May, 1958 and we have examined the Certificate of Incorporation No. 11084 of 1958-59 of even date issued by the Registrar of Companies, Bombay (as it was at the time).
2. The name of Special Steels Private Limited was changed to Special Steels Limited with effect from 27th April, 1961 and we have examined the Certificate of Incorporation No. 11084 of 1958-59 issued by the Registrar of Companies, Bombay recording this amendment.
3. The name of Special Steels Limited was changed to Tata SSL Limited with effect from 26th August, 1996 and we have examined the Fresh Certificate of Incorporation Consequent on Change of Name No. 11 : 11084 dated 26th August, 1996 issued by the Additional Registrar of Companies, Maharashtra, Mumbai in this regard.
4. By and under an Order dated 3rd April, 2003 passed by the Bombay High Court in Company Petition No. 101 of 2003 connected with Company Application No. 530 of 2002 filed by The Tata Iron and Steel Company Limited ("**Amalgamation Order**"), the scheme of amalgamation of Tata SSL Limited, therein referred as 'the transferor company' with The Tata Iron and Steel Company Limited, therein referred as 'the transferee company' annexed to the said Company Petition No. 101 of 2003 as 'Exhibit A' thereto and reproduced in the Schedule to the said Order dated 3rd April, 2003 was approved in the manner and on the terms and conditions detailed therein. The Amalgamation Order effectuated a transfer and vesting of *inter-alia* all the right, title, interest, property and claim of Tata SSL Limited in *inter-alia* the said Land in favour of The Tata Iron and Steel Company Limited.
5. The name of The Tata Iron and Steel Company Limited was changed to Tata Steel Limited with effect from 12th August, 2005 and we have examined the Fresh Certificate of Incorporation Consequent on Change of Name dated 12th August, 2005 issued by the Deputy Registrar of Companies, Maharashtra, Mumbai in this regard.

I. **DEVELOPMENT PLAN AND REMARK**

1. We have examined a copy of the Development Plan and Remark dated 27th November, 2014 issued by the MCGM in respect of *inter-alia* the said Land which

reflects various designations and reservations affecting the lands mentioned therein including *inter-alia*,-

- 1.1 Recreation Ground reservation affecting the lands comprised therein. However, the extract of the Development Plan annexed thereto reflects that the said Land is not affected by the Recreation Ground reservation,
- 1.2 Play Ground, Recreation Ground and Second School reservations abutting the lands comprised therein,
- 1.3 D.P. Roads of 18.30 metres and 36.60 metres width and their junction,
- 1.4 The lands comprised therein fall within 45 metres of the Western Express Highway and the Western Express Highway Buffer,
- 1.5 The lands comprised therein are reflected as falling partly within the Residential Zone and partly within the Special Industrial Zone (I-3). It is further recorded that sanction has been accorded to change of use of the lands bearing New C.T.S. No. 107E and C.T.S. No. 141 (which form part of the said Land) from Special Industrial Zone (I-3) to Residential Zone under a letter dated 5th June, 2014 bearing reference no. MCP/7540 issued by the MCGM.

J. **PROPERTY TAX**

We have examined property tax assessment bills raised on Tata Steel Limited in respect of *inter-alia* the said Land and the structures thereon for the assessment year 2013-2014 and we have examined receipts evidencing payment thereof. We have also examined a letter dated 3rd November, 2014 issued by the MCGM to Tata Steel Limited demanding payment of arrears of property tax aggregating to Rs.5,58,129/- (Rupees Five Lakh Fifty Eight Thousand One Hundred and Twenty Nine) in respect of the assessment years 1997, 1998 and 2003. We have examined the receipts dated 7th December, 2014 issued by the MCGM acknowledging payment of these property tax arrears.

K. **LAND REVENUE AND NON-AGRICULTURAL ASSESSMENT**

1. We have examined a letter dated 22nd January, 2010 addressed by Tata Steel Limited to the Office of the Collector, Mumbai Suburban District which refers to a letter dated 22nd December, 2009 issued by the Tehsildar, Borivali demanding an amount of Rs.90,67,462/- (Rupees Ninety Lakh Sixty Seven Thousand Four Hundred and Sixty Two) towards non-agricultural assessment. We have not examined a copy of the said letter dated 22nd December, 2009 referred herein.
2. We have examined an internal letter dated 12th March, 2010 addressed by one Mr. P.G. Shirodkar of Tata Steel Limited to the Chief (Wire Division) of Tata Steel Limited stating that the aforesaid demand of non-agricultural assessment was rectified and an aggregate amount of Rs.46,04,398/- (Rupees Forty Six Lakh Four Thousand Three Hundred and Ninety Eight) was due and payable towards non-agricultural assessment including arrears thereof. We have also examined a receipt dated 18th March, 2010 issued by the Tehsildar, Borivali evidencing payment of an amount of Rs.46,56,776/- (Rupees Forty Six Lakh Fifty Six Thousand Seven Hundred and Seventy Six).
3. Save as stated above, we have not examined any further documents or writings pertaining to levy of and/or payment of non-agricultural assessment in respect of the said Land.

L. **LABOUR**

By and under a letter dated 23rd May, 2014 bearing reference no. LC / NOC / C.No.50 / 2012 / Desk-7 / 7071 issued by the Office of the Commissioner of Labour, Maharashtra State, Mumbai, no-objection certificate was granted for the sale / transfer of New C.T.S. No. 107E

D

on the terms and conditions stated therein and it was further certified in the manner stated therein that no dues of workmen were pending.

M APPROVALS

1. By and under a Letter dated 6th June, 2014 bearing reference no. CHE/006334/DPWS/P&R issued by the MCGM ("**Change of User Permission**"), 96,041.50 square metres of the said Land (comprised of 95,592.15 square metres in New C.T.S. No.107/E and 449.35 square metres in C.T.S. No. 141), was permitted to be utilized for permissible users in Residential Zone under the provisions of Regulation 57(4)(c) and Regulation 57(4)(c)(ii) and Note II of Regulation 57(4) of the Development Control Regulations for Greater Mumbai, 1991.
2. By and under a Letter dated 25th June, 2014 bearing reference no. CHE/65/LOR issued by the MCGM together with the map annexed thereto ("**Layout Approval**"), the layout of certain lands including *inter-alia* the portion of the said Land comprised in New C.T.S. No.107/E and C.T.S. No. 141, was approved on the terms and conditions stated therein.

N. SITE STATUS

Incline Realty Private Limited have informed us that,-

1. The said Land is completely bounded by a boundary wall and is a contiguous piece of land. The said Land is bounded towards the south by Dattapada Road and to the east by the Western Express Highway.
2. There are existing buildings and constructions on the said Land including factory buildings, industrial sheds, RCC structures and various ancillary structures such as water tank, acid tank, oil tank, LPG gas tank etc. However, Incline Realty Private Limited have informed us that no hazardous or flammable substances are stored on the said Land.
3. There is also a private temple on the said Land that was formerly used by Tata Steel Limited and the temple is not open to the public.
4. Portions of the Land 2 (a) admeasuring approximately 1,690 square metres and (b) admeasuring approximately 415 square metres bearing Survey No. 32 Hissa No. 1(part) and C.T.S. No. 157(part), are encroached, and Incline Realty Private Limited is not in physical possession thereof.
5. A portion of land admeasuring 255 square metres and bearing Survey No. 23 Hissa No. 5B(part), C.T.S. No. 156(part) is within the boundary wall of the said Land, and Incline Realty Private Limited are in peaceful, exclusive, quiet and uninterrupted possession thereof.

O. CONCLUSION

Based on the steps undertaken by us as stated above, we are of the view that Incline Realty Private Limited has a clear and marketable title to the said Land, subject to what is stated hereinabove and subject to the following,-

1. Compliance with the terms and conditions of the said Permissions and compliance with terms and conditions of the Land 2 Deed pertaining to the Land 2 and the Land 3 Deed pertaining to the Land 3.

2. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein.
3. The encroachment on the Land 2 as stated above.
4. Examination of the papers, proceedings and orders in the Suit No. 4980 of 1979 and complete determination of the eventual outcome and final adjudication thereof.
5. Examination of the Mutation Entry No. 36, which our search clerk has been unable to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.
6. The registered instruments (not reviewed by us) as listed in Annexure "B" hereto.

THE SCHEDULE REFERRED HEREINABOVE

Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East	:	by Western Express Highway
On or towards the South	:	by 36.60 metre wide DP Road
On or towards the West	:	inter alia by 18.30 metre wide DP Road

Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

- (1) Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North	:	by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East	:	by Western Express Highway
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)

- (2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

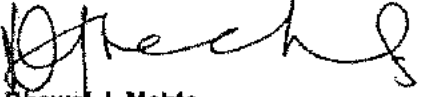
Part C

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Dated this 13th day of May, 2015

For Wadia Ghandy & Co.


Dhawal J. Mehta
Partner

ANNEXURE "A"

TITLE DEEDS EXAMINED BY US AS REFERRED AT PARAGRAPH B(1) ABOVE

1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibai Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle, (ii) Mahendrakumar Dattatraya Chogle, (iii) Snehalata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shailaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamata Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.8312 of 1960.
3. Original Indenture dated 12th November 1960 executed between (i) Baburao Moreshwar Chogle, (ii) Shamrao Moreshwar Chogle, (iii) Chintaman Moreshwar Chogle, (iv) Balkrishna Moreshwar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharinath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.9147 of 1960.
4. Original Indenture dated 30th October 1961 executed between Sunderabai Jagjiwandas Keshavlal, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.49 of 1962.
5. Original Indenture dated 12th March 1962 executed between (i) Govind Damodar Chogle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premabai Govind Chogle, (v) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinod Govind Chogle, (viii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.713 of 1962.
6. Original Indenture dated 28th September 1964 executed between (i) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part; Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2476 of 1964.
7. Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.
8. Original Indenture of Conveyance dated 2nd May 1967 executed between (i) Chatrabhuj Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.2096 of 1967.

19

9. Original Indenture dated 10th November 1967 executed between (i) Santokben Shamji and (ii) Laljee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
10. Original Indenture dated 10th November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
11. Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii) Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.1079 of 1969.
12. Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2457 of 1970.
13. Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Makanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of 1973.
15. Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.
16. Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kantilal Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhali, carrying on business in partnership under the firm name and style of Messrs Nagjee Motijee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.
17. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.
18. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.

19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16th November 1967 (Revenue and Forests Department) in which the Agreement dated 4th August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.
20. Typed Copy of the Award dated 20th January 1969 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.
21. Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.
22. Photocopy of the Memorandum dated 29th January, 1964 bearing reference no. LND.2663/85004-A issued by the Revenue Department of the Government of Maharashtra.
23. Photocopy of the Order dated 22nd September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.

P

ANNEXURE "B"

THE INSTRUMENTS REFERRED AT PARAGRAPH B(10.1) ABOVE

1. Deed of Release dated 15th November, 1955 registered before the Office of the Sub-Registrar of Assurances under Serial No. 577 of 1956 executed by Dharamsey Mulraj Khatau, Morarji Mulraj Khatau, Chandrakant Mulraj Khatau, Lalitkumar Mulraj Khatau in favour of Morarji Mulraj Khatau, Chandrakant Mulraj Khatau, Lalitkumar Mulraj Khatau.
2. Deed of Appointment of New Trustee dated 1st November, 1957 registered before the Office of the Sub-Registrar of Assurances under Serial No. 815 of 1958 executed by Abhay Laxmidas Khatau, Ratansi Morarji Khatau, Chandrakant Mulraj Khatau, Lalitkumar Mulraj Khatau, Kishore Dharamsi Khatau.
3. Deed of Confirmation dated 27th October, 1958 registered before the Office of the Sub-Registrar of Assurances under Serial No. 8958 of 1958 executed by Jerbai w/o Rustamji Dosabhai in favour of Bombay Housing Board.
4. Deed of Conveyance dated 29th December, 1960 registered before the Office of the Sub-Registrar of Assurances under Serial No. 10002 of 1960 executed by Javerbai Gandadal Narayan, Indumati Maganlal Gandadal, Daya Maganlal, Maganlal Gandhi in favour of Shamajji Keshavji Umrana.
5. Deed of Release dated 28th February, 1962 registered before the Office of the Sub-Registrar of Assurances under Serial No. 581 of 1962 executed by Gangubai Devge in favour of Jaya D. Kania.
6. Deed dated 24th November, 1965 registered before the Office of the Sub-Registrar of Assurances under Serial No. 3637 of 1965 executed by Special Steel Limited in favour of the Bombay Municipal Corporation.
7. Deed dated 19th May, 1970 registered before the Office of the Sub-Registrar of Assurances under Serial No. 621 of 1970 executed by Special Steel Limited in favour of the Industrial Credit and Development Corporation of India Limited.
8. Deed dated 5th June, 1970 registered before the Office of the Sub-Registrar of Assurances under Serial No. 2622 of 1970 executed by Special Steel Limited in favour of the Bank of Baroda.
9. Deed dated 7th December, 1978 registered before the Office of the Sub-Registrar of Assurances under Serial No. S-2377 of 1978 executed by Special Steel Limited in favour of the State Industrial and Investment Corporation of Maharashtra Limited.
10. Deed dated 7th December, 1978 registered before the Office of the Sub-Registrar of Assurances under Serial No. S-2378 of 1978 executed by Special Steel Limited in favour of the State Industrial and Investment Corporation of Maharashtra Limited.

9

ANNEXURE "C"

1. Mutation Entry No. 127 dated 23rd December, 1936 records the purchase and acquisition of the property described at paragraph C(1.3.8) above by Haridas Morarji and Chaturbhuj Morarji from Morarji Mulraj, Yuvraj Dharamsi Mulraj, Laxmidas Mulraj, Lalit Kumar Mulraj, being the trustees of Mulraj Khatau Estate. We note that the 7/12 extracts of the property described at paragraph C(1.3.8) above do not reflect a Mutation Entry which records,- (a) the cessation of Chandrakant Mulraj Khatau, Dharamsi Mulraj Khatai, Laxmikant Mulraj Khatau (as referred in Mutation Entry No. 118) as trustees of the Mulraj Khatau Estate, (b) the appointment of Yuvraj Dharamsi Mulraj and Laxmidas Mulraj (as referred in Mutation Entry No. 127) as trustees of the Mulraj Khatau Estate. We note that the Architect Certificate certifies that the property described at paragraph C(1.3.8) above does not form part of the said Land.
2. Mutation Entry No. 200 dated 4th June, 1948 reflected on the 7/12 extract of Survey No. 30 Hissa No. 2 records *inter-alia* that the registration of a complaint is pending and a remark is accordingly directed to be entered on the other rights column of the 7/12 extract. We note that the 7/12 extract dated 15th March, 2013 in respect of Survey No. 30 Hissa No. 2 does not record any remark or adverse entry in the 'other rights' column.
3. Mutation Entry No. 346 dated 5th July, 1960 reflected on the 7/12 extract of Survey No. 22 Hissa No. 2C records that certain lands were acquired and provided to the Bombay Housing Board and that the Bombay Housing Board was in possession of the lands mentioned therein. This mutation entry only reflects "Survey No. 24/4 and 25 others" and the Survey No. 22 Hissa No. 2C is not specifically mentioned in this mutation entry. The 7/12 extract in respect of Survey No. 22 Hissa No. 2C and Survey No. 24 Hissa No. 1(part) as examined by us stand in the name of Special Steel Limited and do not reflect the name of Bombay Housing Board / MHADA. Further, the Architect Certificate certifies that neither Survey No. 22 Hissa No. 2C nor Survey No. 24 Hissa No. 1 form part of the said Land.
4. Mutation Entry No. 366 dated 17th July, 1961 records *inter-alia* the purchase and acquisition of Survey No. 25 Hissa No. 1 by the Bombay Housing Board, records a remark stating that "*the decision is disputed*". We clarify here that the 7/12 extract of the captioned property reflect Mutation Entries recording the complete chain of title from Bombay Housing Board to Special Steel Limited and do not reflect any entries adverse to the title of Special Steel Limited. Further, the Architect Certificate certifies that Survey No. 25 Hissa No. 1 does not form part of the said Land.
5. Mutation Entry No. 374 dated 18th July, 1961 reflected on the 7/12 extract of Survey No. 32 Hissa No. 2 records that Nathuram Pandurang Chaudhary acquired the leasehold rights in respect thereof from Hajarimal Nagji, Pratapmal Divaji, Harjarimal Parkhanji, Dalichand Premji and Walchand Ratnaji.
6. Mutation Entry No. 411 dated 4th February, 1963 reflected on the 7/12 extract of Survey No. 31 which records the purchase and acquisition of the captioned property by Special Steel Limited, refers to Survey No. 31 as Survey No. 31 Hissa No. 1.
7. Mutation Entry No. 485 dated 3rd April, 1966 records the levy of non-agricultural assessment on Survey Nos. 30 Hissa No. 1 and 30 Hissa No. 3 standing in the name of "*Dattatraya Anant Choghule c/o Special Steel Limited*".
8. Mutation Entry No. 510 dated 10th May, 1957 reflected on the 7/12 extract of Survey No. 24 Hissa No. 1(part) records the expiry of Govind Damodar Choghule on 5th September, 1966 and records his following legal heirs viz. (i) Ramnath Govind Choghale, (ii) Vinod Govind Choghale, (iii) Pramod Govind Choghale, (iv) Premabai Govind Choghale, (v) Sulochana A Ghanekar, (vi) Vilasini Govind Choghale, (vii) Mohini Govind Choghale, and (viii) Meeta Govind Choghale. The Architect Certificate certifies that Survey No. 24 Hissa No. 1 does not form part of the said Land.

9. Mutation Entry No. 550 dated 10th April, 1969 (reflected on the 7/12 extract of Survey No. 32A Hissa No. 3A) records that possession of the entire Survey No. 32 Hissa No. 3 admeasuring 8.50 Gunthas was taken by Special Steel Limited while the Mutation Entry No. 554 dated 23rd June, 1969 (reflected on the 7/12 extract of Survey No. 32A Hissa No. 3B) records that possession of Survey No. 32A Hissa No. 3B admeasuring 2.25 Gunthas was taken by Special Steel Limited.
10. Mutation Entry No. 553 dated 23rd June, 1966 records the purchase and acquisition of the property described at paragraph C(1.3.11) above by Special Steel Limited from Pandurang Khadero Talpade. However, the date of the said Indenture of Conveyance dated 6th May, 1969 is erroneously reflected as 17th May, 1969.
11. Mutation Entry No. 601 dated 1st February, 1973 records the purchase and acquisition of a portion of Survey No. 27 Hissa No. 1(part) by Sudhir Tulsidas Asher, Rajendra Tulsidas Asher, Niranjana Rajendra Asher, Hitesh Rajendra Asher, Amin Rajendra Asher from Chandrakant Mulraj Khatau, Lalit Kumar Mulraj Khatau, Kishore Dharmasi Khatau, Abhay Laxmidas Khatau, trustees of Seth Mulraj Khatau Trust under a Deed of Sale dated 2nd August, 1972. Incline Realty Private Limited have informed us that the said Deed of Sale dated 2nd August, 1972 does not pertain to the portion of land bearing Survey No. 27 Hissa No. 1(part) and acquired by Special Steel Limited in the manner stated in paragraph C(1.3.13) above.

19



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

2017 Addendum

NL/DJM/10935/ 664/2017

ADDENDUM TO TITLE CERTIFICATE

To
Incline Realty Private Limited
Commerz, 3rd floor
International Business Park
Oberoi Garden City
Off Western Express Highway
Goregaon (East)
Mumbai 400053

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres ("Land 1"),
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres ("Land 2"), and
- (3) All that piece of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres ("Land 3"),

hereinafter collectively referred to as "the said Land".

A. INTRODUCTION

We have been requested by our client, Incline Realty Private Limited, to update our Title Certificate dated 13th May, 2015 and Compendium to Title Certificate dated 13th May, 2015 both issued to Incline Realty Private Limited, certifying their right, title and interest to the said Land in the manner stated therein (collectively "2015 Certificate"). Subsequent to issuance of our 2015 Certificate, our client has commenced the phase-wise development of a mixed use real estate project on the said Land, known as 'Sky City'. This Addendum to the 2015 Certificate ("Addendum") is a report containing our observations on the material events, facts and circumstances that have transpired subsequent to the 2015 Certificate.

B. STEPS

We have undertaken the following steps whilst issuing this Addendum,-

1. Examined the original title deeds as stated in Annexure "A" hereto in respect of the said Land on 12th January, 2017, at the registered office of our client.

*Received
19/1/2017
D*

WADIA GHANDY & CO.

2. Caused to undertake an updation of searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 1 year from the year 2015 till 2016.
3. Examined the 7/12 Extracts (Village Form No. VI-XII), Mutation Entries (Village Form No. VI) and Property Register Cards with respect to the said Land. We have not examined the Mutation Entry No. 36, which our search clerk has been unable to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.
4. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
5. Examined the Development Plan and Remark issued by the Municipal Corporation of Greater Mumbai dated 27th November, 2014 in respect of the said Land.
6. We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
7. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our client to furnish us information in that regard and the same is also recorded in the Declaration of even date executed by Incline Realty Private Limited.
8. At our client's request, we have not issued any public notices inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land, save as stated in the 2015 Certificate.
9. In connection with this Addendum, it may be noted that:-
 - 9.1 For the purpose of issuing this Addendum, we have caused Mr. Ashish S. Javeri, Search Clerk, to update his earlier Search Reports, and to undertake updation of searches at the relevant Offices of the Sub-Registrar of Assurances at Mumbai City, Thane, Vasai, Bandra, Borivali and Goregaon from the year 2015 upto 31st March, 2016, depending on the concerned Office of the Sub-Registrar of Assurances. Although the report we have caused to be issued with respect to the aforesaid searches is dated 20th September, 2016, our Search clerk has informed us that the records of the Offices of the Sub-Registrar of Assurances are available for inspection only till 31st March, 2016. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.
 - 9.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 11th January, 2017. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.
 - 9.3 Unless specifically stated otherwise in this Addendum, we have not verified whether the formalities which have a direct bearing on the enforceability of the contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us have been complied with or not.

- 9.4 The accuracy of this Addendum necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Addendum and as detailed in the list annexed and marked as **Annexure "A-1"** hereto, we have not examined any further deeds, documents or writings pertaining to the said Land or Incline Realty Private Limited. Further, save as specifically recorded in this Addendum, we have examined uncertified photocopies of the deeds, documents and writings referred herein.
- 9.5 This Addendum records our observations on the material events, facts and circumstances that have transpired subsequent to the 2015 Certificate and is to be read together with the 2015 Certificate. This Addendum does not contain any observations on the development potential of the said Land nor have we investigated the development potential of the said Land.
- 9.6 Capitalised terms used herein and not defined herein but defined in our Compendium to Title Certificate dated 13th May, 2015 shall have the meaning ascribed therein.

C. APPROVALS

1. Environmental Clearance:-

The State Level Environment Impact Assessment Authority of the State of Maharashtra granted Environment Clearance to the project being undertaken by Incline Realty Private Limited upon the said Land, under its Letter dated 18th July, 2016 bearing reference no.SEAC-2014/CR-271/TC-1 ("E.C.") subject to compliance with the parameters prescribed therein and on the terms and conditions more particularly mentioned therein including *inter-alia* that NOC be obtained from the Standing Committee of the National Board of Wildlife. The E.C. permits and sanctions *inter-alia* construction and development of the following buildings on the said Land,-

- 1.1 Building No.1, which is permitted for residential user, comprising of 10 towers each consisting of 3 basements + ground level + 5 podium levels + 61 upper levels including 2 fire check floors, and consisting of 3886 units/premises; and
- 1.2 Building No.2, which is permitted for commercial user, comprising of 1 basement + ground level + 1 upper level, and consisting of 4 units.

2. Wildlife Board NOC:-

- 2.1 Our client has informed us that they have applied for the no-objection certificate from the Standing Committee of the National Board of Wildlife ("Standing Committee, NBWL") of the Ministry of Environment, Forests and Climate Change of the Government of India.
- 2.2 We note that subsequent to our client's application, the Ministry of Environment, Forest and Climate Change of the Government of India ("MOEF") published a Notification No. S.O.3645(E) dated 5th December, 2016 ("SGNP ESZ Notification") in the Gazette of India in exercise of its powers under Sections 3(1), 3(2)(v), 3(2)(xiv) and 3(3) of the Environment (Protection) Act, 1986 read with Rule 5(3) of the Environment (Protection) Rules, 1986 notifying the Sanjay Gandhi National Park Eco-Sensitive Zone ("SGNP ESZ") around the boundaries of the Sanjay Gandhi National Park, in the manner and on the terms

A

and conditions mentioned therein. None of the survey numbers comprised in the said Land are reflected in Part B of Annexure III to the aforesaid notification, and consequently, the said Land is not comprised in the SGNP ESZ.

2.3 Subsequent to the above notification, we have examined the Letter dated 28th December, 2016 bearing reference no.B/Class-2/Land/3966/2016-17 issued by the Office of the Chief Conservator of Forests and Director, Sanjay Gandhi National Park, which refers to the said SGNP ESZ Notification and records that since the said Land is not situated in the SGNP ESZ, prior permission of the National Board of Wildlife is not required for construction and development on the said Land.

3. **Airports Authority of India NOC:-**

By and under a Letter dated 3rd August, 2015 bearing reference no. JUHU/WEST/B/052115/121551 issued by the Airports Authority of India, Western Region to Incline Realty Private Limited, no-objection was accorded for construction upto a permissible top elevation i.e. maximum height of 259.26 metres AMSL (above mean sea level), on the terms and conditions mentioned therein. Subsequent to the AAI NOC, our client has informed us that they have not received any further letters and/or notices from the AAI, the Directorate General of Civil Aviation or the Ministry of Civil Aviation.

4. **Residential Building Approvals:-**

4.1 **Fire NOC:**

By and under a Letter dated 29th July, 2015 bearing reference no.FB/HRC/WS/41 read with a Letter dated 13th October, 2015 bearing reference no.FB/HRC/R-IV/34 read with a Letter dated 17th December, 2015 bearing reference no.FB/HRC/R-IV/43 (collectively "Residential Building Fire NOCs") all issued by the Mumbai Fire Brigade of the Municipal Corporation of Greater Mumbai ("MCGM"), no-objection was granted for the construction of the Residential Building No.1 comprising of 10 towers identified as Towers A to J on the terms and conditions mentioned therein. The Residential Building Fire NOCs clarify *inter-alia* that the Towers A to J comprised in the Residential Building No.1 are connected by common 3 level basements, common ground floor and stilts, 1st to 5th level podium floors and 6th floor (Eco-deck level), and further, that Towers A to G are comprised of 7th to 61st residential floors and Towers H to J are comprised of 7th to 60th residential floors.

4.2 **Intimation of Disapproval:**

By and under Intimation of Disapproval dated 10th February, 2015 bearing reference no.CHE/WSII/0505/R1/337/New of 2014-2015 together with the sanctioned plans annexed thereto, read with a Letter dated 7th November, 2015 together with the amended sanctioned plans annexed thereto, read with a Letter dated 15th January, 2016 bearing reference no.CHE/WSII/0505/R1/337(New) together with the amended sanctioned plans annexed thereto (collectively "Residential Building IODs"), all issued and sanctioned by the MCGM, Incline Realty Private Limited was accorded permission to undertake the construction and development of Residential Building No.1 comprising of 10 towers, identified as Towers A to J, on the terms and conditions mentioned therein, including *inter-alia* development and implementation of a public parking scheme on the said Land ("PPL Scheme") under the provisions of Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991 ("DCR"). The

Residential Building IODs sanction *inter-alia* 1906 units/premises in Residential Building No.1, 8162 parking spaces for the Residential Building No.1 and 3896 parking spaces for the PPL Scheme.

4.3 Commencement Certificate:

4.3.1 By and under a Commencement Certificate dated 29th December, 2015 bearing reference no.CHEWSII/0505/R1/337(New) issued by the MCGM ("Residential Building C.C. 1"), permission was accorded to Incline Realty Private Limited to commence construction of the Residential Building No.1 comprising of 10 towers identified as Towers A to J on the terms and conditions mentioned therein including *inter-alia* in accordance with Phase Programme sanctioned by the MCGM vide its Letter dated 22nd December, 2015 bearing reference no.CHEWSII/0505/R1/337(NEW). The Residential Building C.C. 1 has been re-endorsed most recently on 25th May, 2016 and permits undertaking entire work upto (a) the top of ground floor for Tower B i.e. 3 level basement(part) + ground(part), (b) the top of basement for Towers C, D and E i.e. 3 level basement(part), and (c) the top of basement 1 for Tower A i.e. 3 level basement(part), within the footprint of Towers B, C, D, E and A respectively in accordance with the amended plans sanctioned on 15th January, 2016 (referred above).

4.3.2 The MCGM has subsequently issued revised Commencement Certificate dated 13th January, 2017 bearing reference no.CHEWSII/0505/R1/337(New), which is in continuation to the Residential Building C.C. 1, and permits undertaking entire work upto (a) the top of podium level 1 for Towers A and B i.e. 3 level basement + ground level + 1st podium level, (b) the top of ground floor for Towers C, D and E i.e. 3 level basement + ground level, (c) the top of podium level 4 for Towers H and I i.e. 3 level basement + ground level + 1st podium level to 4th, (d) the top of podium level 7 for Tower J i.e. 3 level basement + ground level + 1st podium level to 7th podium level, and (e) entire work of basements and podiums for parking i.e. 3 level basement + 1st podium level to 5th podium level of Residential Building No.1 in accordance with the approved phase programme dated 22nd December, 2015 and the amended plans sanctioned on 15th January, 2016 (referred above).

5. Commercial Building Approvals:-

5.1 Fire NOC:

5.1.1 By and under a Letter dated 17th December, 2015 bearing reference no.FB/CR/R-IV/197 ("Commercial Building Fire NOC") issued by the Mumbai Fire Brigade of the MCGM, no-objection was granted for the construction of the Commercial Building No.2 comprising of basement + ground floor + 1 upper level on the terms and conditions mentioned therein.

5.1.2 By and under a Letter dated 17th September, 2016 bearing reference no.FB/CR/R-IV/133 issued by the Mumbai Fire Brigade of the MCGM, no-objection was accorded for the occupation and use of the Commercial Building No.2 on the terms and conditions mentioned therein.

5.2 Intimation of Disapproval:

By and under Intimation of Disapproval dated 16th December, 2015 bearing reference no.CHEWSII/0607/R1/337(New) of 2014-2015 together with the

A

sanctioned plans annexed thereto, read with a Letter dated 26th July, 2016 bearing reference no.CHE/WSII/0607/R1/337/New together with the amended sanctioned plans annexed thereto (collectively "Commercial Building IODs"), all issued and sanctioned by the MCGM, Incline Realty Private Limited was accorded permission to undertake the construction and development of Commercial Building No.2 comprising of basement + ground floor + 1 upper level with provision for 35 parking spaces on the terms and conditions mentioned therein.

5.3 Commencement Certificate:

By and under a Commencement Certificate dated 31st December, 2015 bearing reference no.CHE/WSII/0607/R1/337(New) issued by the MCGM ("Commercial Building C.C."), permission was accorded to Incline Realty Private Limited to commence construction of the Commercial Building No.2 on the terms and conditions mentioned therein. The Commercial Building C.C. has been re-endorsed most recently on 1st August, 2016 and permits undertaking the entire work thereof i.e. basement + ground floor + 1st upper floor.

5.4 Occupation Certificate:

By and under Full Occupation Certificate dated 23rd September, 2016 bearing reference no.CHE/WSII/0607/R1/337(New) issued by the MCGM ("Commercial Building O.C."), full occupation certificate and permission to occupy was accorded to the Commercial Building No.1 on the terms and conditions mentioned therein.

5.5 Traffic NOC:

By and under a Letter dated 20th September, 2016 bearing reference no.Dy.Ch.E./P-635/Traffic issued by the Executive Engineer (Traffic & Coordination), MCGM, approval was accorded from the traffic operations and maneuverability perspective to the parking layout of the Commercial Building No.2 and the 35 parking spaces provided with respect thereto.

6. Highway Authority Permissions:-

6.1 By and under a Letter dated (illegible) April, 2016 bearing reference no.RDD-4/RCS/Permission/1456 issued by the Office of the Executive Engineer, Road Development Division No.4 of the Public Works Department of the Government of Maharashtra ("Highway Authority") to Incline Realty Private Limited, permission was accorded for construction of 3 approach roads from the Western Express Highway to access the said Land, on the terms and conditions mentioned therein.

6.2 By and under a Letter dated 20th May, 2016 bearing reference no.RDD-4/RCS/Permission/2321 issued by the Highway Authority to Incline Realty Private Limited, no-objection was granted for construction of buildings on the said Land on the terms and conditions mentioned therein including *inter-alia* maintaining a distance of 125 feet from the centre of the Western Express Highway.

7. High Rise Committee NOC:-

By and under a Letter dated 21st April, 2016 bearing reference no.CHE/HRB-621/DPWS issued by the Office of the Chief Engineer (Development Plan), MCGM, Incline Realty Private Limited was intimated that the High Rise Committee constituted by the Government of Maharashtra had accorded permission for the proposed High Rise Building No.1 comprising of 10 Towers upto a height of 201.55 metres, and, at the request of our client's architect and with the approval of the Municipal

A

Commissioner, MCGM, the height was restricted to 187.30 metres for Towers A to G and 184.25 metres for Towers H to J of the Building.

8. Consent to Establish:-

Our client has informed us that they have applied for the Consent to Establish from the Maharashtra Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, which has not been granted till date.

D. MORTGAGE

1. By and under a Debenture Trust Deed dated 26th August, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-6-9015 of 2016 ("DTD") executed between Incline Realty Private Limited, therein referred to as the Company and Axis Trustee Services Limited, therein and hereinafter referred to as the "Debenture Trustee", Incline Realty Private Limited issued certain debentures by way of a private placement to certain investor/s, and, for the purpose of securing the due repayment thereof together with the other secured obligations (as defined therein), Incline Realty Private Limited created a first ranking sole and exclusive English mortgage over 832 unsold (as of the date thereof) units/premises comprised in Towers A to E of the Residential Building No.1 collectively admeasuring 8,28,432 square feet carpet area described more particularly in Part A of Schedule 5 thereto and described in Annexure "B" hereto ("Mortgaged Premises") together with a first ranking sole and exclusive mortgage/charge over all the receivables and monies arising from the Mortgaged Premises and the 699 sold/marketed units/premises comprised in Towers A to D of the Residential Building No.1 collectively admeasuring 6,45,470 square feet carpet area described more particularly in Part B of Schedule 5 thereto and also over the escrow account and debt service account described therein, in the manner and on the terms and conditions mentioned therein, subject however, to the proviso for redemption of the mortgage contained in Clause 19 therein. The DTD requires *inter-alia* that the prior written consent of the Debenture Trustee be obtained for the sale, transfer, lease, assignment or disposition in any other manner howsoever of any of the Mortgaged Premises.
2. Our client has informed us that 7 (seven) Mortgaged Premises have been marketed.
3. We have caused searches to be conducted upto 11th January, 2017 at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land, and barring the mortgage and charge created under the DTD, no subsisting mortgages or charges are reflected as having been created by Incline Realty Private Limited in respect of the said Land.

E. MARKETING OF THE PROJECT

1. Incline Realty have informed us that as of 9th January, 2017, 733 units/premises comprised in Towers A to D of the Residential Building No.1 have been marketed.
2. Incline Realty have informed us that as of 9th January, 2017, 594 units/premises comprised in Towers A to D of the Residential Building No.1 have not been marketed.

F. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES

1. The Search Report dated 20th September, 2016 issued by our search clerk, Mr. Ashish S. Jhavcri for a period of 1 year from 2015 till 2016, reflects the following registered instruments,-

12

- 1.1 Indemnity Bond dated 10th April, 2015 registered before the Office of the Sub-Registrar of Assurances under Serial No BRL-8-2810 of 2015 executed by Truly Creative Developers Private Limited.
 - 1.2 Deed of Conveyance dated 24th September, 2015 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-3-4959 of 2015 executed between Ghanshyam Maganlal Chotalia alias Mistry, Yogesh Jayantilal Kamalia through the hands of his constituted attorney one Nayan Jayantilal Kalamalia, and Nayan Jayantilal Kamalia, therein collectively referred to as 'the vendors', and K. Build Spaces LLP, therein referred to as 'the purchasers'.
2. Neither of the aforesaid instruments pertain to the Land.

G. REVENUE RECORDS

1. **7/12 Extracts (Village Form No.VII-XII):-**

We have examined the 7/12 Extracts issued in respect of the revenue assessment survey numbers comprised in the said Land. In furtherance to what is stated at paragraphs C(4.5) and C(4.6) of the Compendium to Title Certificate dated 13th May, 2015,-

- 1.1 The 7/12 Extracts dated 30th July, 2016 with respect to the Land 1 have not been updated to reflect Incline Realty Private Limited as the holder/owner thereof. However, we clarify that the Revenue and Forest Department of the Government of Maharashtra has issued a Circular No.Misc-1005/C.No./346-L-6 dated 21st January, 2006 whereby instructions have been given to all revenue offices that the 7/12 Extracts in respect of lands falling within municipal limits and where Property Register Cards are operational and a city survey has been undertaken, should not be updated any further and should be closed. It is evident that the Government of Maharashtra has taken a policy decision to cease usage of 7/12 extracts in areas where a city survey has been undertaken and Property Register Cards are in force. Consequently, any non-updation of the 7/12 Extracts in respect of the Land, would be mitigated by the fact that the Property Register Cards in respect of the Land stand in the name of Incline Realty Private Limited.
- 1.2 An independent 7/12 Extract has been opened reflecting Incline Realty Private Limited as the owner/holder of the portion of Survey No.24 Hissa No.3(part) comprised in the Land 2, which was conveyed by Tata Steel Limited to Incline Realty Private Limited under the Land 2 Conveyance, reflecting an area of 7.50 Gunthas equivalent to approximately 758.76 square metres.

2. **Mutation Entries (Village Form No.VI):-**

We have examined the Mutation Entries in respect of the said Land as reflected on the aforesaid 7/12 Extracts as described at paragraph G(1) above save and except Mutation Entry No.36 and we have no further comments to add to our observations contained in the Compendium to Title Certificate dated 13th May, 2015.

3. **Property Register Cards:-**

We have examined the following Property Register Cards maintained in respect of the city survey numbers comprised in the said Land, and the particulars of owner/holder, area and other details thereof are identical to the Property Register Cards examined by us and detailed in paragraph C(4.7) of our Compendium to Title Certificate dated 13th May, 2015,-

A

- 3.1 Property Register Card dated 28th September, 2016 issued in respect of New C.T.S. No.107/E reflecting an area of 99,826 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.2 Property Register Card dated 28th July, 2016 issued in respect of C.T.S. No.141 reflecting an area of 589.60 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.3 Property Register Card dated 28th September, 2016 issued in respect of C.T.S. No.142 reflecting an area of 136.20 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.4 Property Register Card dated 28th September, 2016 issued in respect of C.T.S. No.155 reflecting an area of 269.80 square metres and Incline Realty Private Limited as the owner/holder thereof; and
- 3.5 Property Register Cards dated 28th September, 2016 issued in respect of C.T.S. Nos.155/1 to 155/12 reflecting a collective area of 332.50 square metres and Incline Realty Private Limited as the owner/holder thereof.

H. LITIGATIONS

1. L.E. Suit No.84 of 2007:-

- 1.1 In furtherance to our observations at paragraph C(2.2.14) of our Compendium to Title Certificate dated 13th May, 2015, the captioned Suit has since been listed and heard before the Court of Small Causes, Bandra Branch, Mumbai ("Small Causes Court") on several occasions.
- 1.2 By and under an Order dated 4th May, 2016 passed by the Small Causes Court, the written statement filed by Incline Realty Private Limited was taken on record.
- 1.3 By and under an Order dated 30th June, 2016 passed by the Small Causes Court, the Application filed by Incline Realty Private Limited for impleadment as a party defendant in the captioned Suit was allowed and the plaintiffs were directed to add Incline Realty Private Limited as a party defendant in the captioned Suit and were further directed to file an amended plaint. The plaintiff thereafter duly served a copy of the amended plaint upon Incline Realty Private Limited.
- 1.4 By and under an Order dated 2nd September, 2016 passed by the Small Causes Court, the captioned Suit was directed to be proceeded without filing of the additional written statement of Defendant No.2 therein i.e. Tata Steel Limited.
- 1.5 The captioned Suit was last listed on 30th September, 2016 at which time draft Issues prepared by Incline Realty Private Limited were filed in Court, and at which time, the plaintiff no.2(d) i.e. Kunal Chotalia, moved an Application dated 30th September, 2016 seeking that the captioned Suit be adjourned to a later date on account of the death of the plaintiff no.1 i.e. the late Mr. Ratilal Govindji Mistry alias Chotalia. The captioned Suit was last listed on 18th January, 2017, at which time the plaintiff no.2(d) filed an application seeking deletion of the deceased plaintiff no.1 i.e. the late Mr. Ratilal Govindji Mistry alias Chotalia as a plaintiff and for consequential amendments to the plaint.
- 1.6 The captioned Suit is next listed on 3rd February, 2017 for filing replies to the aforesaid application filed by plaintiff no.2(d).

2. L.C. Suit No.1794 of 2016:-

2.1 One Mr. Kunal Vallabhdas Chotalia, filed the captioned Suit in the Bombay City Civil Court at Dindoshi ("City Civil Court") together with a Notice of Motion No.2098 of 2016 against inter-alia Incline Realty Private Limited seeking certain reliefs more particularly claimed therein, including inter-alia, that Incline Realty Private Limited be prohibited and enjoined from utilizing the land plate and development potential in the form of FSI/TDR of C.T.S. No.141 admeasuring 589.60 square metres (comprised in the Land 2) in the 'Sky City' project. The plaintiff i.e. Mr. Kunal Chotalia, claims to be the owner of the land bearing C.T.S. No.141 (which is comprised in the Land 2).

2.2 By and under an Order dated 1st August, 2016 passed by the City Civil Court on the plaintiff's application for ad-interim reliefs, the City Civil Court refused to grant any ad-interim reliefs for the reasons mentioned therein. The Notice of Motion No.2098 of 2016 is next listed on 9th March, 2017.

I. DEVELOPMENT PLAN AND REMARK

We have examined the copy of the Development Plan and Remark dated 27th November, 2014 issued by the MCGM in respect of *inter-alia* the said Land and our observations in that regard are contained in paragraph I of our Compendium to Title Certificate dated 13th May, 2015.

J. LAND REVENUE AND NON-AGRICULTURAL ASSESSMENT

By and under a Letter dated 2nd April, 2016 issued by the Office of the Talathi, Taluka Borivali, it was clarified that after deducting the amount of non-agricultural assessment for the year 2015 2016, a sum of Rs.28,71,045/- (Rupees Twenty Eight Lakh Seventy One Thousand and Forty Five) stands to the credit of Incline Realty Private Limited towards non-agricultural assessment with respect to the said Land.

K. PROPERTY TAX

In furtherance to what is stated at paragraph J of our Compendium to Title Certificate dated 13th May, 2015, we have examined Property Tax Assessment Bills raised by the MCGM with respect to the Land for the period commencing from 1st April, 2016 till 31st March, 2017 and we have examined the receipts evidencing payment thereof. Our client has informed us that the Property Tax Assessment Bills and corresponding receipts examined by us, are the only assessment bills raised with respect to and pertaining to the said Land and there are no other assessment bills of any nature.

L. SITE STATUS

In furtherance to our Report on the site status of the said Land as contained in paragraph N of our Compendium to Title Certificate dated 13th May, 2015, Incline Realty Private Limited have informed us of the following vide their Declaration of even date,-

1. The Land continues to remain bounded by a boundary wall.
2. The structures on the Land have been demolished save and except for a canteen structure which is used as a sales office and a ground + 1 (one) storey structure which is used by the construction team.
3. As on 16th December, 2016, the Residential Building No.1 was completed upto the following level,-

- 3.1 Foundation level work has been completed on Towers B and C of Residential Building No.1;
- 3.2 Foundation level work is in progress on Towers A and D of Residential Building No.1;
- 3.3 Work had not commenced with respect to the remaining Towers comprised in Residential Building No.1.
4. The private temple on the Land is in existence.
5. The portions of the Land 2 (a) admeasuring approximately 1,690 square metres and (b) admeasuring approximately 415 square metres bearing Survey No. 32 Hissa No. 1(part) and C.T.S. No. 157(part), continue to remain encroached?
6. The portion of land admeasuring 255 square metres and bearing Survey No. 23 Hissa No. 5B(part), C.T.S. No. 156(part) and C.T.S. No. 157(part) which is within the boundary wall of the said Land, continues to remain in possession of Incline Realty Private Limited.

M. CONCLUSION

Based on the steps undertaken by us as stated above, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land and is entitled to develop and redevelop the said Land, subject to what is stated in our 2015 Certificate read with what is stated hereinabove and subject also to the following,-

1. Compliance with the terms and conditions of the approvals, permissions, sanctions and NOCs detailed at paragraph C above and as may be issued from time to time;
2. The subsisting first ranking sole and exclusive English mortgage over the Mortgaged Premises described in Annexure "B-1" hereto and the due redemption thereof in terms of the DTD;
3. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein; and
4. The eventual outcome and final adjudication of the L.C. Suit No. 1794 of 2016 and any orders passed therein.

THE SCHEDULE REFERRED HEREINABOVE

Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East	:	by Western Express Highway
On or towards the South	:	by 36.60 metre wide DP Road
On or towards the West	:	inter alia by 18.30 metre wide DP Road

WADIA GHANDY & CO.

Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos.155/1 to 155/12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

(1) Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North	:	by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East	:	by Western Express Highway
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)

(2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

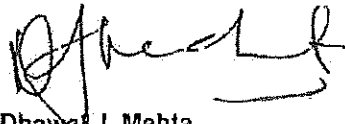
Part C

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Dated this 19th day of January, 2017

For Wadia Ghandy & Co.



Dhawal J. Mehta
Managing Partner

ANNEXURE "A"

TITLE DEEDS EXAMINED BY US AS REFERRED AT PARAGRAPH B(1) ABOVE

1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibai Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle, (ii) Mahendrakumar Dattatraya Chogle, (iii) Snehalata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shailaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamala Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.8312 of 1960.
3. Original Indenture dated 12th November 1960 executed between (i) Baburao Moreshwar Chogle, (ii) Shamrao Moreshwar Chogle, (iii) Chintaman Moreshwar Chogle, (iv) Balkrishna Moreshwar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharnath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.9147 of 1960.
4. Original Indenture dated 30th October 1961 executed between Sunderabai Jagjiwandas Keshavlal, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.49 of 1962.
5. Original Indenture dated 12th March 1962 executed between (i) Govind Damodar Chogle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premabai Govind Chogle, (v) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinod Govind Chogle, (viii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.713 of 1962.
6. Original Indenture dated 28th September 1964 executed between (i) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part; Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2476 of 1964.
7. Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.
8. Original Indenture of Conveyance dated 2nd May 1967 executed between (i) Chatrabhuj Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.2096 of 1967.

WADIA GHANDY & CO.

9. Original Indenture dated 10th November 1967 executed between (i) Santokben Shamji and (ii) Laljee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
10. Original Indenture dated 10th November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
11. Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii) Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.1079 of 1969.
12. Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2457 of 1970.
13. Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Makanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of 1973.
15. Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.
16. Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kantilal Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhali, carrying on business in partnership under the firm name and style of Messrs Nagjee Motijee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.
17. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.
18. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.

WADIA GHANDY & CO.

19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16th November 1967 (Revenue and Forests Department) in which the Agreement dated 4th August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.
20. Typed Copy of the Award dated 20th January 1969 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.
21. Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.
22. Photocopy of the Memorandum dated 29th January, 1964 bearing reference no. LND.2663/85004-A issued by the Revenue Department of the Government of Maharashtra.
23. Photocopy of the Order dated 22nd September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.
24. Original Order dated 28th August, 2014 bearing reference no. Land 2614/C.No.96/L-3 passed by the Revenue Minister of the State of Maharashtra.
25. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
26. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
27. Original Order dated 30th August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra.
28. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
29. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
30. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
31. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
32. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.

WADIA GHANDY & Co.

ANNEXURE "A-1"

All the documents stated to have been specifically examined by us at paragraphs C, D, E, F, G, H, I, J and K above



ANNEXURE "B"

(List of Mortgaged Premises as per Part A of Schedule 5 to the DTD)

Sr. No.	Tower	Flat No.	Floor	Carpet Area	Built-up Area
1	A	3903	39	1,093	1,822
2	A	3905	39	1,093	1,822
3	A	3906	39	1,093	1,822
4	A	4001	40	1,093	1,822
5	A	4003	40	1,093	1,822
6	A	4004	40	1,093	1,822
7	A	4005	40	1,093	1,822
8	A	4006	40	1,093	1,822
9	A	4103	41	1,093	1,822
10	A	4104	41	1,093	1,822
11	A	4105	41	1,093	1,822
12	A	4201	42	1,093	1,822
13	A	4202	42	1,093	1,822
14	A	4203	42	1,093	1,822
15	A	4204	42	1,093	1,822
16	A	4205	42	1,093	1,822
17	A	4206	42	1,093	1,822
18	A	4301	43	1,093	1,822
19	A	4303	43	1,093	1,822
20	A	4304	43	1,093	1,822
21	A	4305	43	1,093	1,822
22	A	4306	43	1,093	1,822
23	A	4402	44	1,093	1,822
24	A	4405	44	1,093	1,822
25	A	4503	45	1,093	1,822
26	A	4504	45	1,093	1,822
27	A	4505	45	1,093	1,822
28	A	4506	45	1,093	1,822
29	A	4702	47	1,093	1,822
30	A	4703	47	1,093	1,822
31	A	4704	47	1,093	1,822
32	A	4705	47	1,093	1,822
33	A	4706	47	1,093	1,822
34	A	4801	48	1,093	1,822
35	A	4802	48	1,093	1,822
36	A	4803	48	1,093	1,822
37	A	4804	48	1,093	1,822
38	A	4805	48	1,093	1,822
39	A	4806	48	1,093	1,822

WADIA GHANDY & Co.

Sr. No.	Tower	Flat No.	Floor	Carpet Area	Built-up Area
40	A	4901	49	1,093	1,822
41	A	4902	49	1,093	1,822
42	A	4903	49	1,093	1,822
43	A	4904	49	1,093	1,822
44	A	4905	49	1,093	1,822
45	A	4906	49	1,093	1,822
46	A	5003	50	1,093	1,822
47	A	5004	50	1,093	1,822
48	A	5005	50	1,093	1,822
49	A	5006	50	1,093	1,822
50	A	5102	51	1,093	1,822
51	A	5103	51	1,093	1,822
52	A	5104	51	1,093	1,822
53	A	5105	51	1,093	1,822
54	A	5201	52	1,093	1,822
55	A	5205	52	1,093	1,822
56	A	5206	52	1,093	1,822
57	A	5301	53	1,093	1,822
58	A	5302	53	1,093	1,822
59	A	5303	53	1,093	1,822
60	A	5304	53	1,093	1,822
61	A	5305	53	1,093	1,822
62	A	5306	53	1,093	1,822
63	A	5401	54	1,093	1,822
64	A	5402	54	1,093	1,822
65	A	5501	55	1,093	1,822
66	A	5502	55	1,093	1,822
67	A	5503	55	1,093	1,822
68	A	5504	55	1,093	1,822
69	A	5506	55	1,093	1,822
70	A	5601	56	1,093	1,822
71	A	5602	56	1,093	1,822
72	A	5603	56	1,093	1,822
73	A	5604	56	1,093	1,822
74	A	5605	56	1,093	1,822
75	A	5606	56	1,093	1,822
76	A	5701	57	1,093	1,822
77	A	5702	57	1,093	1,822
78	A	5704	57	1,093	1,822
79	A	5705	57	1,093	1,822
80	A	5706	57	1,093	1,822
81	A	5801	58	1,093	1,822

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
82	A	5802	58	1,093	1,822
83	A	5803	58	1,093	1,822
84	A	5804	58	1,093	1,822
85	A	5805	58	1,093	1,822
86	A	5806	58	1,093	1,822
87	A	5901	59	1,093	1,822
88	A	5902	59	1,093	1,822
89	A	5905	59	1,093	1,822
90	A	5906	59	1,093	1,822
91	A	6001	60	1,093	1,822
92	A	6002	60	1,093	1,822
93	A	6003	60	1,093	1,822
94	A	6004	60	1,093	1,822
95	A	6005	60	1,093	1,822
96	A	6006	60	1,093	1,822
97	A	6101	61	1,093	1,822
98	A	6102	61	1,093	1,822
99	A	6103	61	1,093	1,822
100	A	6104	61	1,093	1,822
101	A	6105	61	1,093	1,822
102	A	6106	61	1,093	1,822
103	B	4005	40	1,093	1,822
104	B	4103	41	247	412
105	B	4104	41	1,099	1,832
106	B	4203	42	247	412
107	B	4204	42	1,099	1,832
108	B	4205	42	1,093	1,822
109	B	4301	43	1,099	1,832
110	B	4302	43	247	412
111	B	4303	43	247	412
112	B	4304	43	1,099	1,832
113	B	4305	43	1,093	1,822
114	B	4306	43	1,093	1,822
115	B	4308	43	1,093	1,822
116	B	4403	44	247	412
117	B	4404	44	1,099	1,832
118	B	4407	44	1,093	1,822
119	B	4503	45	247	412
120	B	4504	45	1,099	1,832
121	B	4505	45	1,093	1,822
122	B	4506	45	1,093	1,822
123	B	4507	45	1,093	1,822

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
124	B	4703	47	247	412
125	B	4704	47	1,099	1,832
126	B	4705	47	1,093	1,822
127	B	4706	47	1,093	1,822
128	B	4708	47	1,093	1,822
129	B	4801	48	1,099	1,832
130	B	4802	48	247	412
131	B	4805	48	1,093	1,822
132	B	4806	48	1,093	1,822
133	B	4807	48	1,093	1,822
134	B	4808	48	1,093	1,822
135	B	4901	49	1,099	1,832
136	B	4902	49	247	412
137	B	4905	49	1,093	1,822
138	B	4908	49	1,093	1,822
139	B	5005	50	1,093	1,822
140	B	5008	50	1,093	1,822
141	B	5105	51	1,093	1,822
142	B	5106	51	1,093	1,822
143	B	5301	53	1,099	1,832
144	B	5302	53	247	412
145	B	5305	53	1,093	1,822
146	B	5306	53	1,093	1,822
147	B	5307	53	1,093	1,822
148	B	5405	54	1,093	1,822
149	B	5505	55	1,093	1,822
150	B	5506	55	1,093	1,822
151	B	5507	55	1,093	1,822
152	B	5603	56	247	412
153	B	5604	56	1,099	1,832
154	B	5605	56	1,093	1,822
155	B	5606	56	1,093	1,822
156	B	5801	58	1,099	1,832
157	B	5802	58	247	412
158	B	5803	58	247	412
159	B	5804	58	1,099	1,832
160	B	5805	58	1,093	1,822
161	B	5806	58	1,093	1,822
162	B	5807	58	1,093	1,822
163	B	5808	58	1,093	1,822
164	B	5901	59	1,099	1,832
165	B	5902	59	247	412

N

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
166	B	5903	59	247	412
167	B	5904	59	1,099	1,832
168	B	5907	59	1,093	1,822
169	B	5908	59	1,093	1,822
170	B	6001	60	1,099	1,832
171	B	6002	60	247	412
172	B	6003	60	247	412
173	B	6004	60	1,099	1,832
174	B	6005	60	1,093	1,822
175	B	6006	60	1,093	1,822
176	B	6007	60	1,093	1,822
177	B	6008	60	1,093	1,822
178	B	6101	61	1,099	1,832
179	B	6102	61	247	412
180	B	6103	61	247	412
181	B	6104	61	1,099	1,832
182	B	6105	61	1,093	1,822
183	B	6106	61	1,093	1,822
184	B	6107	61	1,093	1,822
185	B	6108	61	1,093	1,822
186	C	3902	39	1,093	1,822
187	C	4001	40	1,093	1,822
188	C	4002	40	1,093	1,822
189	C	4006	40	1,093	1,822
190	C	4007	40	1,093	1,822
191	C	4101	41	1,093	1,822
192	C	4102	41	1,093	1,822
193	C	4106	41	1,093	1,822
194	C	4107	41	1,093	1,822
195	C	4201	42	1,093	1,822
196	C	4202	42	1,093	1,822
197	C	4205	42	1,093	1,822
198	C	4206	42	1,093	1,822
199	C	4207	42	1,093	1,822
200	C	4301	43	1,093	1,822
201	C	4302	43	1,093	1,822
202	C	4303	43	1,099	1,832
203	C	4304	43	247	412
204	C	4305	43	1,093	1,822
205	C	4306	43	1,093	1,822
206	C	4307	43	1,093	1,822
207	C	4401	44	1,093	1,822

9

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
208	C	4402	44	1,093	1,822
209	C	4406	44	1,093	1,822
210	C	4407	44	1,093	1,822
211	C	4502	45	1,093	1,822
212	C	4505	45	1,093	1,822
213	C	4506	45	1,093	1,822
214	C	4507	45	1,093	1,822
215	C	4701	47	1,093	1,822
216	C	4702	47	1,093	1,822
217	C	4703	47	1,099	1,832
218	C	4704	47	247	412
219	C	4705	47	1,093	1,822
220	C	4706	47	1,093	1,822
221	C	4707	47	1,093	1,822
222	C	4801	48	1,093	1,822
223	C	4802	48	1,093	1,822
224	C	4803	48	1,099	1,832
225	C	4804	48	247	412
226	C	4805	48	1,093	1,822
227	C	4806	48	1,093	1,822
228	C	4807	48	1,093	1,822
229	C	4901	49	1,093	1,822
230	C	4902	49	1,093	1,822
231	C	4903	49	1,099	1,832
232	C	4904	49	247	412
233	C	4905	49	1,093	1,822
234	C	4906	49	1,093	1,822
235	C	4907	49	1,093	1,822
236	C	5003	50	1,099	1,832
237	C	5004	50	247	412
238	C	5005	50	1,093	1,822
239	C	5006	50	1,093	1,822
240	C	5007	50	1,093	1,822
241	C	5101	51	1,093	1,822
242	C	5102	51	1,093	1,822
243	C	5103	51	1,099	1,832
244	C	5104	51	247	412
245	C	5105	51	1,093	1,822
246	C	5106	51	1,093	1,822
247	C	5107	51	1,093	1,822
248	C	5201	52	1,093	1,822
249	C	5202	52	1,093	1,822

19

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
250	C	5206	52	1,093	1,822
251	C	5207	52	1,093	1,822
252	C	5301	53	1,093	1,822
253	C	5302	53	1,093	1,822
254	C	5303	53	1,099	1,832
255	C	5304	53	247	412
256	C	5305	53	1,093	1,822
257	C	5306	53	1,093	1,822
258	C	5307	53	1,093	1,822
259	C	5401	54	1,093	1,822
260	C	5402	54	1,093	1,822
261	C	5405	54	1,093	1,822
262	C	5406	54	1,093	1,822
263	C	5407	54	1,093	1,822
264	C	5501	55	1,093	1,822
265	C	5502	55	1,093	1,822
266	C	5503	55	1,099	1,832
267	C	5504	55	247	412
268	C	5505	55	1,093	1,822
269	C	5506	55	1,093	1,822
270	C	5507	55	1,093	1,822
271	C	5601	56	1,093	1,822
272	C	5602	56	1,093	1,822
273	C	5603	56	1,099	1,832
274	C	5604	56	247	412
275	C	5605	56	1,093	1,822
276	C	5606	56	1,093	1,822
277	C	5607	56	1,093	1,822
278	C	5701	57	1,093	1,822
279	C	5702	57	1,093	1,822
280	C	5703	57	1,099	1,832
281	C	5704	57	247	412
282	C	5705	57	1,093	1,822
283	C	5706	57	1,093	1,822
284	C	5707	57	1,093	1,822
285	C	5801	58	1,093	1,822
286	C	5802	58	1,093	1,822
287	C	5803	58	1,099	1,832
288	C	5804	58	247	412
289	C	5805	58	1,093	1,822
290	C	5806	58	1,093	1,822
291	C	5807	58	1,093	1,822

D

WADIA GHANDY & CO.

Sr. No.	Tower	Fiat No	Floor	Carpet Area	Built-up Area
292	C	5901	59	1,093	1,822
293	C	5902	59	1,093	1,822
294	C	5906	59	1,093	1,822
295	C	5907	59	1,093	1,822
296	C	6001	60	1,093	1,822
297	C	6002	60	1,093	1,822
298	C	6003	60	1,099	1,832
299	C	6004	60	247	412
300	C	6005	60	1,093	1,822
301	C	6006	60	1,093	1,822
302	C	6007	60	1,093	1,822
303	C	6101	61	1,093	1,822
304	C	6102	61	1,093	1,822
305	C	6103	61	1,099	1,832
306	C	6104	61	247	412
307	C	6105	61	1,093	1,822
308	C	6106	61	1,093	1,822
309	C	6107	61	1,093	1,822
310	D	3501	35	1,099	1,832
311	D	3502	35	247	412
312	D	3503	35	247	412
313	D	3504	35	1,099	1,832
314	D	3505	35	1,093	1,822
315	D	3506	35	1,093	1,822
316	D	3507	35	1,093	1,822
317	D	3508	35	1,093	1,822
318	D	3601	36	1,099	1,832
319	D	3602	36	247	412
320	D	3603	36	247	412
321	D	3604	36	1,099	1,832
322	D	3605	36	1,093	1,822
323	D	3606	36	1,093	1,822
324	D	3607	36	1,093	1,822
325	D	3701	37	1,099	1,832
326	D	3702	37	247	412
327	D	3703	37	247	412
328	D	3704	37	1,099	1,832
329	D	3707	37	1,093	1,822
330	D	3708	37	1,093	1,822
331	D	3801	38	1,099	1,832
332	D	3802	38	247	412
333	D	3803	38	247	412

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
334	D	3804	38	1,099	1,832
335	D	3805	38	1,093	1,822
336	D	3806	38	1,093	1,822
337	D	3807	38	1,093	1,822
338	D	3808	38	1,093	1,822
339	D	3901	39	1,099	1,832
340	D	3902	39	247	412
341	D	3903	39	247	412
342	D	3904	39	1,099	1,832
343	D	3905	39	1,093	1,822
344	D	3906	39	1,093	1,822
345	D	3907	39	1,093	1,822
346	D	3908	39	1,093	1,822
347	D	4001	40	1,099	1,832
348	D	4002	40	247	412
349	D	4003	40	247	412
350	D	4004	40	1,099	1,832
351	D	4005	40	1,093	1,822
352	D	4006	40	1,093	1,822
353	D	4007	40	1,093	1,822
354	D	4008	40	1,093	1,822
355	D	4101	41	1,099	1,832
356	D	4102	41	247	412
357	D	4103	41	247	412
358	D	4104	41	1,099	1,832
359	D	4105	41	1,093	1,822
360	D	4106	41	1,093	1,822
361	D	4107	41	1,093	1,822
362	D	4108	41	1,093	1,822
363	D	4201	42	1,099	1,832
364	D	4202	42	247	412
365	D	4203	42	247	412
366	D	4204	42	1,099	1,832
367	D	4205	42	1,093	1,822
368	D	4206	42	1,093	1,822
369	D	4207	42	1,093	1,822
370	D	4208	42	1,093	1,822
371	D	4301	43	1,099	1,832
372	D	4302	43	247	412
373	D	4303	43	247	412
374	D	4304	43	1,099	1,832
375	D	4305	43	1,093	1,822

Handwritten mark

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
376	D	4306	43	1,093	1,822
377	D	4307	43	1,093	1,822
378	D	4308	43	1,093	1,822
379	D	4401	44	1,099	1,832
380	D	4402	44	247	412
381	D	4403	44	247	412
382	D	4404	44	1,099	1,832
383	D	4407	44	1,093	1,822
384	D	4408	44	1,093	1,822
385	D	4501	45	1,099	1,832
386	D	4502	45	247	412
387	D	4503	45	247	412
388	D	4504	45	1,099	1,832
389	D	4505	45	1,093	1,822
390	D	4506	45	1,093	1,822
391	D	4507	45	1,093	1,822
392	D	4508	45	1,093	1,822
393	D	4701	47	1,099	1,832
394	D	4702	47	247	412
395	D	4703	47	247	412
396	D	4704	47	1,099	1,832
397	D	4705	47	1,093	1,822
398	D	4706	47	1,093	1,822
399	D	4707	47	1,093	1,822
400	D	4708	47	1,093	1,822
401	D	4801	48	1,099	1,832
402	D	4802	48	247	412
403	D	4803	48	247	412
404	D	4804	48	1,099	1,832
405	D	4805	48	1,093	1,822
406	D	4806	48	1,093	1,822
407	D	4807	48	1,093	1,822
408	D	4808	48	1,093	1,822
409	D	4901	49	1,099	1,832
410	D	4902	49	247	412
411	D	4903	49	247	412
412	D	4904	49	1,099	1,832
413	D	4905	49	1,093	1,822
414	D	4906	49	1,093	1,822
415	D	4907	49	1,093	1,822
416	D	4908	49	1,093	1,822
417	D	5001	50	1,000	1,832

P

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
418	D	5002	50	247	412
419	D	5003	50	247	412
420	D	5004	50	1,099	1,832
421	D	5005	50	1,093	1,822
422	D	5006	50	1,093	1,822
423	D	5007	50	1,093	1,822
424	D	5008	50	1,093	1,822
425	D	5101	51	1,099	1,832
426	D	5102	51	247	412
427	D	5103	51	247	412
428	D	5104	51	1,099	1,832
429	D	5105	51	1,093	1,822
430	D	5106	51	1,093	1,822
431	D	5107	51	1,093	1,822
432	D	5108	51	1,093	1,822
433	D	5201	52	1,099	1,832
434	D	5202	52	247	412
435	D	5203	52	247	412
436	D	5204	52	1,099	1,832
437	D	5207	52	1,093	1,822
438	D	5208	52	1,093	1,822
439	D	5301	53	1,099	1,832
440	D	5302	53	247	412
441	D	5303	53	247	412
442	D	5304	53	1,099	1,832
443	D	5305	53	1,093	1,822
444	D	5306	53	1,093	1,822
445	D	5307	53	1,093	1,822
446	D	5308	53	1,093	1,822
447	D	5401	54	1,099	1,832
448	D	5402	54	247	412
449	D	5403	54	247	412
450	D	5404	54	1,099	1,832
451	D	5405	54	1,093	1,822
452	D	5406	54	1,093	1,822
453	D	5407	54	1,093	1,822
454	D	5408	54	1,093	1,822
455	D	5501	55	1,099	1,832
456	D	5502	55	247	412
457	D	5503	55	247	412
458	D	5504	55	1,099	1,832
459	D	5505	55	1,093	1,822

18

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	Floor	Carpet Area	Built-up Area
460	D	5506	55	1,093	1,822
461	D	5507	55	1,093	1,822
462	D	5508	55	1,093	1,822
463	D	5601	56	1,099	1,832
464	D	5602	56	247	412
465	D	5603	56	247	412
466	D	5604	56	1,099	1,832
467	D	5605	56	1,093	1,822
468	D	5606	56	1,093	1,822
469	D	5607	56	1,093	1,822
470	D	5608	56	1,093	1,822
471	D	5701	57	1,099	1,832
472	D	5702	57	247	412
473	D	5703	57	247	412
474	D	5704	57	1,099	1,832
475	D	5705	57	1,093	1,822
476	D	5706	57	1,093	1,822
477	D	5707	57	1,093	1,822
478	D	5708	57	1,093	1,822
479	D	5801	58	1,099	1,832
480	D	5802	58	247	412
481	D	5803	58	247	412
482	D	5804	58	1,099	1,832
483	D	5805	58	1,093	1,822
484	D	5806	58	1,093	1,822
485	D	5807	58	1,093	1,822
486	D	5808	58	1,093	1,822
487	D	5901	59	1,099	1,832
488	D	5902	59	247	412
489	D	5903	59	247	412
490	D	5904	59	1,099	1,832
491	D	5907	59	1,093	1,822
492	D	5908	59	1,093	1,822
493	D	6001	60	1,099	1,832
494	D	6002	60	247	412
495	D	6003	60	247	412
496	D	6004	60	1,099	1,832
497	D	6005	60	1,093	1,822
498	D	6006	60	1,093	1,822
499	D	6007	60	1,093	1,822
500	D	6008	60	1,093	1,822
501	D	6101	61	1,099	1,832

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
502	D	6102	61	247	412
503	D	6103	61	247	412
504	D	6104	61	1,099	1,832
505	D	6105	61	1,093	1,822
506	D	6106	61	1,093	1,822
507	D	6107	61	1,093	1,822
508	D	6108	61	1,093	1,822
509	E	102	1	1,034	1,723
510	E	103	1	1,034	1,723
511	E	104	1	1,034	1,723
512	E	105	1	1,034	1,723
513	E	202	2	1,034	1,723
514	E	203	2	1,034	1,723
515	E	204	2	1,034	1,723
516	E	205	2	1,034	1,723
517	E	302	3	1,034	1,723
518	E	303	3	1,034	1,723
519	E	304	3	1,034	1,723
520	E	305	3	1,034	1,723
521	E	402	4	1,034	1,723
522	E	403	4	1,034	1,723
523	E	404	4	1,034	1,723
524	E	405	4	1,034	1,723
525	E	502	5	1,034	1,723
526	E	503	5	1,034	1,723
527	E	504	5	1,034	1,723
528	E	505	5	1,034	1,723
529	E	602	6	1,034	1,723
530	E	603	6	1,034	1,723
531	E	604	6	1,034	1,723
532	E	605	6	1,034	1,723
533	E	702	7	1,034	1,723
534	E	703	7	1,034	1,723
535	E	704	7	1,034	1,723
536	E	705	7	1,034	1,723
537	E	801	8	1,034	1,723
538	E	802	8	1,034	1,723
539	E	805	8	1,034	1,723
540	E	806	8	1,034	1,723
541	E	901	9	1,034	1,723
542	E	902	9	1,034	1,723
543	E	903	9	1,034	1,723

10

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	Floor	Carpet Area	Built-up Area
544	E	904	9	1,034	1,723
545	E	905	9	1,034	1,723
546	E	906	9	1,034	1,723
547	E	1001	10	1,034	1,723
548	E	1002	10	1,034	1,723
549	E	1003	10	1,034	1,723
550	E	1004	10	1,034	1,723
551	E	1005	10	1,034	1,723
552	E	1006	10	1,034	1,723
553	E	1101	11	1,034	1,723
554	E	1102	11	1,034	1,723
555	E	1103	11	1,034	1,723
556	E	1104	11	1,034	1,723
557	E	1105	11	1,034	1,723
558	E	1106	11	1,034	1,723
559	E	1201	12	1,034	1,723
560	E	1202	12	1,034	1,723
561	E	1203	12	1,034	1,723
562	E	1204	12	1,034	1,723
563	E	1205	12	1,034	1,723
564	E	1206	12	1,034	1,723
565	E	1301	13	1,034	1,723
566	E	1302	13	1,034	1,723
567	E	1303	13	1,034	1,723
568	E	1304	13	1,034	1,723
569	E	1305	13	1,034	1,723
570	E	1306	13	1,034	1,723
571	E	1401	14	1,034	1,723
572	E	1402	14	1,034	1,723
573	E	1403	14	1,034	1,723
574	E	1404	14	1,034	1,723
575	E	1405	14	1,034	1,723
576	E	1406	14	1,034	1,723
577	E	1501	15	1,034	1,723
578	E	1502	15	1,034	1,723
579	E	1505	15	1,034	1,723
580	E	1506	15	1,034	1,723
581	E	1601	16	1,034	1,723
582	E	1602	16	1,034	1,723
583	E	1603	16	1,034	1,723
584	E	1604	16	1,034	1,723
585	E	1605	16	1,034	1,723

12

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
586	E	1606	16	1,034	1,723
587	E	1701	17	1,034	1,723
588	E	1702	17	1,034	1,723
589	E	1703	17	1,034	1,723
590	E	1704	17	1,034	1,723
591	E	1705	17	1,034	1,723
592	E	1706	17	1,034	1,723
593	E	1801	18	1,034	1,723
594	E	1802	18	1,034	1,723
595	E	1803	18	1,034	1,723
596	E	1804	18	1,034	1,723
597	E	1805	18	1,034	1,723
598	E	1806	18	1,034	1,723
599	E	1901	19	1,034	1,723
600	E	1902	19	1,034	1,723
601	E	1903	19	1,034	1,723
602	E	1904	19	1,034	1,723
603	E	1905	19	1,034	1,723
604	E	1906	19	1,034	1,723
605	E	2001	20	1,034	1,723
606	E	2002	20	1,034	1,723
607	E	2003	20	1,034	1,723
608	E	2004	20	1,034	1,723
609	E	2005	20	1,034	1,723
610	E	2006	20	1,034	1,723
611	E	2101	21	1,034	1,723
612	E	2102	21	1,034	1,723
613	E	2103	21	1,034	1,723
614	E	2104	21	1,034	1,723
615	E	2105	21	1,034	1,723
616	E	2106	21	1,034	1,723
617	E	2201	22	1,034	1,723
618	E	2202	22	1,034	1,723
619	E	2205	22	1,034	1,723
620	E	2206	22	1,034	1,723
621	E	2401	24	1,034	1,723
622	E	2402	24	1,034	1,723
623	E	2403	24	1,034	1,723
624	E	2404	24	1,034	1,723
625	E	2405	24	1,034	1,723
626	E	2406	24	1,034	1,723
627	E	2501	25	1,034	1,723

ve

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	Floor	Carpet Area	Built-up Area
628	E	2502	25	1,034	1,723
629	E	2503	25	1,034	1,723
630	E	2504	25	1,034	1,723
631	E	2505	25	1,034	1,723
632	E	2506	25	1,034	1,723
633	E	2601	26	1,034	1,723
634	E	2602	26	1,034	1,723
635	E	2603	26	1,034	1,723
636	E	2604	26	1,034	1,723
637	E	2605	26	1,034	1,723
638	E	2606	26	1,034	1,723
639	E	2701	27	1,034	1,723
640	E	2702	27	1,034	1,723
641	E	2703	27	1,034	1,723
642	E	2704	27	1,034	1,723
643	E	2705	27	1,034	1,723
644	E	2706	27	1,034	1,723
645	E	2801	28	1,034	1,723
646	E	2802	28	1,034	1,723
647	E	2803	28	1,034	1,723
648	E	2804	28	1,034	1,723
649	E	2805	28	1,034	1,723
650	E	2806	28	1,034	1,723
651	E	2901	29	1,034	1,723
652	E	2902	29	1,034	1,723
653	E	2903	29	1,034	1,723
654	E	2904	29	1,034	1,723
655	E	2905	29	1,034	1,723
656	E	2906	29	1,034	1,723
657	E	3001	30	1,034	1,723
658	E	3002	30	1,034	1,723
659	E	3005	30	1,034	1,723
660	E	3006	30	1,034	1,723
661	E	3101	31	1,034	1,723
662	E	3102	31	1,034	1,723
663	E	3103	31	1,034	1,723
664	E	3104	31	1,034	1,723
665	E	3105	31	1,034	1,723
666	E	3106	31	1,034	1,723
667	E	3201	32	1,034	1,723
668	E	3202	32	1,034	1,723
669	E	3203	32	1,034	1,723

R

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
670	E	3204	32	1,034	1,723
671	E	3205	32	1,034	1,723
672	E	3206	32	1,034	1,723
673	E	3301	33	1,034	1,723
674	E	3302	33	1,034	1,723
675	E	3303	33	1,034	1,723
676	E	3304	33	1,034	1,723
677	E	3305	33	1,034	1,723
678	E	3306	33	1,034	1,723
679	E	3401	34	1,034	1,723
680	E	3402	34	1,034	1,723
681	E	3403	34	1,034	1,723
682	E	3404	34	1,034	1,723
683	E	3405	34	1,034	1,723
684	E	3406	34	1,034	1,723
685	E	3501	35	1,093	1,822
686	E	3502	35	1,093	1,822
687	E	3503	35	1,093	1,822
688	E	3504	35	1,093	1,822
689	E	3505	35	1,093	1,822
690	E	3506	35	1,093	1,822
691	C	3601	36	1,093	1,822
692	E	3602	36	1,093	1,822
693	E	3603	36	1,093	1,822
694	E	3604	36	1,093	1,822
695	E	3605	36	1,093	1,822
696	E	3606	36	1,093	1,822
697	E	3701	37	1,093	1,822
698	E	3702	37	1,093	1,822
699	E	3705	37	1,093	1,822
700	E	3706	37	1,093	1,822
701	E	3801	38	1,093	1,822
702	E	3802	38	1,093	1,822
703	E	3803	38	1,093	1,822
704	E	3804	38	1,093	1,822
705	E	3805	38	1,093	1,822
706	E	3806	38	1,093	1,822
707	E	3901	39	1,093	1,822
708	E	3902	39	1,093	1,822
709	E	3903	39	1,093	1,822
710	E	3904	39	1,093	1,822
711	E	3905	39	1,093	1,822

D

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	Floor	Carpet Area	Built-up Area
712	E	3906	39	1,093	1,822
713	E	4001	40	1,093	1,822
714	E	4002	40	1,093	1,822
715	E	4003	40	1,093	1,822
716	E	4004	40	1,093	1,822
717	E	4005	40	1,093	1,822
718	E	4006	40	1,093	1,822
719	E	4101	41	1,093	1,822
720	E	4102	41	1,093	1,822
721	E	4103	41	1,093	1,822
722	E	4104	41	1,093	1,822
723	E	4105	41	1,093	1,822
724	E	4106	41	1,093	1,822
725	E	4201	42	1,093	1,822
726	E	4202	42	1,093	1,822
727	E	4203	42	1,093	1,822
728	E	4204	42	1,093	1,822
729	E	4205	42	1,093	1,822
730	E	4206	42	1,093	1,822
731	E	4301	43	1,093	1,822
732	E	4302	43	1,093	1,822
733	E	4303	43	1,093	1,822
734	E	4304	43	1,093	1,822
735	E	4305	43	1,093	1,822
736	E	4306	43	1,093	1,822
737	E	4401	44	1,093	1,822
738	E	4402	44	1,093	1,822
739	E	4405	44	1,093	1,822
740	E	4406	44	1,093	1,822
741	E	4501	45	1,093	1,822
742	E	4502	45	1,093	1,822
743	E	4503	45	1,093	1,822
744	E	4504	45	1,093	1,822
745	E	4505	45	1,093	1,822
746	E	4506	45	1,093	1,822
747	E	4701	47	1,093	1,822
748	E	4702	47	1,093	1,822
749	E	4703	47	1,093	1,822
750	E	4704	47	1,093	1,822
751	E	4705	47	1,093	1,822
752	E	4706	47	1,093	1,822
753	E	4801	48	1,093	1,822

P

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
754	E	4802	48	1,093	1,822
755	E	4803	48	1,093	1,822
756	E	4804	48	1,093	1,822
757	E	4805	48	1,093	1,822
758	E	4806	48	1,093	1,822
759	E	4901	49	1,093	1,822
760	E	4902	49	1,093	1,822
761	E	4903	49	1,093	1,822
762	E	4904	49	1,093	1,822
763	E	4905	49	1,093	1,822
764	E	4906	49	1,093	1,822
765	E	5001	50	1,093	1,822
766	E	5002	50	1,093	1,822
767	E	5003	50	1,093	1,822
768	E	5004	50	1,093	1,822
769	E	5005	50	1,093	1,822
770	E	5006	50	1,093	1,822
771	E	5101	51	1,093	1,822
772	E	5102	51	1,093	1,822
773	E	5103	51	1,093	1,822
774	F	5104	51	1,093	1,822
775	E	5105	51	1,093	1,822
776	E	5106	51	1,093	1,822
777	E	5201	52	1,093	1,822
778	E	5202	52	1,093	1,822
779	E	5205	52	1,093	1,822
780	E	5206	52	1,093	1,822
781	E	5301	53	1,093	1,822
782	E	5302	53	1,093	1,822
783	E	5303	53	1,093	1,822
784	E	5304	53	1,093	1,822
785	E	5305	53	1,093	1,822
786	E	5306	53	1,093	1,822
787	E	5401	54	1,093	1,822
788	E	5402	54	1,093	1,822
789	E	5403	54	1,093	1,822
790	E	5404	54	1,093	1,822
791	E	5405	54	1,093	1,822
792	E	5406	54	1,093	1,822
793	E	5501	55	1,093	1,822
794	E	5502	55	1,093	1,822
795	E	5503	55	1,093	1,822

Handwritten mark

WADIA GHANDY & CO.

Sr No.	Tower	Flat No	Floor	Carpet Area	Built-up Area
796	E	5504	55	1,093	1,822
797	E	5505	55	1,093	1,822
798	E	5506	55	1,093	1,822
799	E	5601	56	1,093	1,822
800	E	5602	56	1,093	1,822
801	E	5603	56	1,093	1,822
802	E	5604	56	1,093	1,822
803	E	5605	56	1,093	1,822
804	E	5606	56	1,093	1,822
805	E	5701	57	1,093	1,822
806	E	5702	57	1,093	1,822
807	E	5703	57	1,093	1,822
808	E	5704	57	1,093	1,822
809	E	5705	57	1,093	1,822
810	E	5706	57	1,093	1,822
811	E	5801	58	1,093	1,822
812	E	5802	58	1,093	1,822
813	E	5803	58	1,093	1,822
814	E	5804	58	1,093	1,822
815	E	5805	58	1,093	1,822
816	E	5806	58	1,093	1,822
817	E	5901	59	1,093	1,822
818	E	5902	59	1,093	1,822
819	E	5905	59	1,093	1,822
820	E	5906	59	1,093	1,822
821	E	6001	60	1,093	1,822
822	E	6002	60	1,093	1,822
823	E	6003	60	1,093	1,822
824	E	6004	60	1,093	1,822
825	E	6005	60	1,093	1,822
826	E	6006	60	1,093	1,822
827	E	6101	61	1,093	1,822
828	E	6102	61	1,093	1,822
829	E	6103	61	1,093	1,822
830	E	6104	61	1,093	1,822
831	E	6105	61	1,093	1,822
832	E	6106	61	1,093	1,822



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/KBM/101271 9328/2018

*Second
Addendum*

SECOND ADDENDUM TO TITLE CERTIFICATE

To

Incline Realty Private Limited
Commerz, 3rd floor
International Business Park
Oberoi Garden City
Off Western Express Highway
Goregaon (East)
Mumbai 400063

Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres ("Land 1"),
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres ("Land 2"), and
- (3) All that piece of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres ("Land 3"),

hereinafter collectively referred to as "the said Land".

A. INTRODUCTION

We have been requested by our client, **Incline Realty Private Limited**, an existing company under the Companies Act, 2013 having its registered office as mentioned above, to update our Addendum to Title Certificate dated 19th January, 2017 ("2017 Addendum"). Prior to our 2017 Addendum, we had issued our Title Certificate dated 13th May, 2015 and Compendium to Title Certificate dated 13th May, 2015 to Incline Realty Private Limited, certifying their right, title and interest to the said Land in the manner stated therein (collectively "2015 Certificate"). This Second Addendum to the 2015 Certificate ("this Addendum") is a report containing our observations on the material events, facts and circumstances that have transpired subsequent to the 2017 Addendum.

B. STEPS

We have undertaken the following steps whilst issuing this Addendum,-

1. We have not examined the original title deeds in respect of the said Land on as stated in Annexure "A" hereto. Our client has informed us that these original title deeds are in its custody and possession and have not been deposited with any person.
2. Caused to undertake an updation of searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 2 years from the year 2016 till 2018.
3. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
4. We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
5. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our client to furnish us information in that regard and the same is also recorded in the Declaration of even date executed by Incline Realty Private Limited.
6. At our client's request, we have not issued any public notices inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land, save as stated in the 2015 Certificate.
7. In connection with this Addendum, it may be noted that:-
 - 7.1 For the purpose of issuing this Addendum, we have caused Mr. Ashish S. Javeri, Search Clerk, to update his earlier Search Reports, and to undertake updation of searches at the relevant Offices of the Sub-Registrar of Assurances at Mumbai City, Thane, Vasai, Bandra, Borivali and Goregaon from the year 2016 upto the year 2018. Our search clerk has informed us that whilst undertaking physical searches of the records, he has observed that the record of Index-II is maintained only upto 31st July, 2017 depending on the concerned Office of the Sub-Registrar of Assurances i.e. the latest Index-II records have not been prepared and compiled as required. Although the report we have caused to be issued with respect to the aforesaid searches is dated 20th October, 2018, our search clerk has informed us that the records of the Offices of the Sub-Registrar of Assurances are available for inspection only till 31st July, 2017 or prior thereto depending on the concerned Office of the Sub-Registrar of Assurances. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.

WADIA GHANDY & CO.

- 7.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 10th October, 2018. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.
- 7.3 The accuracy of this Addendum necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Addendum and as detailed in the list annexed and marked as **Annexure "A-1"** hereto, we have not examined any further deeds, documents or writings pertaining to the said Land or Incline Realty Private Limited. Further, save as specifically recorded in this Addendum, we have examined uncertified photocopies of the deeds, documents and writings referred herein.
- 7.4 This Addendum records our observations on the material events, facts and circumstances that have transpired subsequent to the 2017 Addendum and is to be read together with the 2017 Addendum and the 2015 Certificate. This Addendum does not contain any observations on the development potential of the said Land nor have we investigated the development potential of the said Land.
- 7.5 Capitalised terms used herein and not defined herein but defined in our Compendium to Title Certificate dated 13th May, 2015 and/or in our 2017 Addendum shall have the meaning ascribed therein.

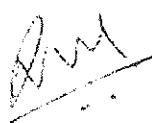
C. TITLE

Our client has informed us that they continue to be the owner of the said Land and have not dealt with their ownership rights to the said Land.

D. APPROVALS

1. **Amended Layout Approval:-**

- 1.1 The MCGM has issued the Amended Layout Approval vide its Letter dated 17th July, 2017, which sanctions, permits and reflects *inter-alia*, Proposed Building No.1 comprising of Towers A to H, Existing Building No.2, Proposed Building No.3 for FEC/MTC/Hotel user and also, Hotel Building. A total permissible 1,47,840.45 square metres built-up area is sanctioned thereon.



2. **Intimation of Disapproval/Amended Plans Approval:-**

MCGM has issued the revised Amended Plans Approval for Residential Building No.1 vide its Letter dated 2nd August, 2017 which sanctions, reflects and records *inter-alia*,-

- 2.1 Residential Building No.1 is comprised 8 (eight) wings designated as Wings A to H;
- 2.2 An aggregate 1,91,405 square metres built-up area is sanctioned for consumption and utilisation in Residential Building No.1;
- 2.3 1,863 tenements/apartments and 6,663 car parking spaces are proposed;
- 2.4 Wings A to E comprise of 61 upper floors, and, Wings F to H comprise of 7 upper floors;

3. **Commencement Certificate:-**

3.1 The Commencement Certificate issued by the MCGM has been re-endorsement most recently on 23rd November, 2017 for entire work of basement and podium i.e. 3 level basement plus ground floor plus 1st podium level to 5th podium level plus 6th to 61st upper floor plus LMR plus OHT for Wings A to D of the Residential Building, and for 3 level basement plus ground floor plus 1st podium level to 5th podium level plus 6th to top of 7th upper floor for Wings E and H of the Residential Building as per the Amended Plans Approval dated 2nd August, 2017 referred above (therein stated to be 3rd August, 2017).

3.2 We have examined letter dated 8th December 2017 submitted by our client's Architect to MCGM, whereby this C.C. is revalidated until December 2018 upon payment of revalidation fee.

4. **Fire NOC:-**

4.1 By and under a Letter dated 3rd March, 2017 issued by the Chief Fire Officer of the Mumbai Fire Brigade of the MCGM, revised NOC was accorded for the construction of Residential Building No.1 comprising of Wings A to H, with each Wing being permitted a maximum height of 188.45 metres (from ground level to terrace level) and 61 upper floors, on the terms and conditions mentioned therein.

4.2 In light of the revised height accorded to Residential Building No.1 under this revised Fire NOC, the High Rise Committee NOC dated 21st April, 2016 referred in our 2017 Addendum would also require to be accordingly amended and modified.

5. **Consent to Establish:-**

Our client has informed us that they have applied for the Consent to Establish from the Maharashtra Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the Hazardous and Other Wastes

WADIA GHANDY & CO.

(Management and Transboundary Movement) Rules, 2016, which has not been granted till date.

E. MORTGAGE

1. Our client has informed us that the DTD executed in favour of Axis Trustee Services Limited and the first ranking sole and exclusive English mortgage created over the units/premises in the Residential Building No.1 and the first ranking sole and exclusive mortgage/charge over all the receivables and monies arising from the mortgaged premises mentioned therein continues to remain valid binding and subsisting and has not been redeemed till date.
2. The DTD has been amended in terms of an Amendment Agreement dated 13th June, 2017 registered before the Office of the Sub-Registrar of Assurances at Borivali No.6 under Serial No.BRL-6-6519 of 2017 read with another Amendment Agreement dated 28th September, 2018 registered before the Office of the Sub-Registrar of Assurances at Borivali No.7 under Serial No.BRL-7-5030 of 2018 (collectively "DTD Amendments"), the identification of the 'Mortgaged Flats' specified in Part A of Schedule 5 to the DTD i.e. the flats/apartments over which the English mortgage is created and subsisting in favour of the debenture trustee, was amended and modified in the manner stated therein. The DTD read with the DTD Amendments create an English mortgage over 631 residential apartments/flats comprised in Wings A to E of the Residential Building No.1 collectively admeasuring about 6,40,777 square feet carpet area.

F. THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

1. Our client has registered Wings A to D of the Residential Building No.1 as a 'real estate project' under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, under Registration No.P51800003582 and is branded as 'Sky City Towers A to D'.

G. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES

1. The Search Report dated 20th October, 2018 issued by our search clerk, Mr. Ashish S. Jhaveri for a period of 2 years from 2016 till 2018, reflects the following registered instruments,-
 - 1.1 Affidavit dated 31st August, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-6030 of 2016 executed by Incline Realty Private Limited;
 - 1.2 The DTD;
 - 1.3 Affidavit dated 8th September, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-6137 of 2016 executed by Incline Realty Private Limited;
 - 1.4 Affidavit dated 3rd February, 2017 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-548 of 2017 executed by Incline Realty Private Limited;

WADIA GHANDY & CO.

- 1.5 Affidavit dated 3rd February, 2017 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-549 of 2017 executed by Incline Realty Private Limited;
 - 1.6 The DTD Amendments;
 - 1.7 Affidavit dated 12th April, 2018 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-1930 of 2018 executed by Incline Realty Private Limited; and
 - 1.8 Affidavit dated 18th May, 2018 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-5030 of 2018 executed by Incline Realty Private Limited.
2. Our client has informed us that the Affidavits referred above are typical development related Affidavits submitted from time to time in favour of the MCGM with respect to the development of the said Land and there are no adverse undertakings/declarations/statements contained therein. We have not examined copies of these Affidavits.

H. REVENUE RECORDS

1. Our client has informed us that there has been no change in the revenue records with respect to the said Land as examined by us in 2015 Certificate and 2017 Addendum. We have not examined the latest revenue records with respect to the said Land.

I. LITIGATIONS

1. **L.E. Suit No.84 of 2007:-**

- 1.1 The captioned Suit pertains to C.T.S. No.141 admeasuring 589.60 square metres and continues to remain pending. No orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing our client from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

2. **L.C. Suit No.1794 of 2016:-**

- 2.1 The captioned Suit pertains to C.T.S. No.141 admeasuring 589.60 square metres and continues to remain pending. No orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing our client from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

3. **PIL No.48 of 2017:-**

- 3.1 The captioned Public Interest Litigation is instituted by one Janak Keshariya against *inter-alia* our client, alleging that our client has not obtained Environmental Clearance from the Ministry of Environment, Forests & Climate Change and Wildlife NOC from the National Board of Wildlife.
- 3.2 The captioned Petition appears to be a frivolous litigation, since Incline Realty Private Limited has duly obtained the Environmental Clearance

WADIA GHANDY & CO.

as recorded in our 2015 Certificate and 2017 Addendum. Furthermore and as recorded in our 2017 Addendum, the Letter dated 28th December, 2016 issued by the Office of the Chief Conservator of Forests, Sanjay Gandhi National Park, clarifies that prior permission of the National Board of Wildlife is not required for construction and development on the said Land since the said Land does not fall within the Eco Sensitive Zone of the Sanjay Gandhi National Park.

- 3.3 The captioned PIL is pending and not yet admitted and no adverse orders are passed therein.

J. PROPERTY TAX

We have examined Property Tax Assessment Bills raised by the MCGM with respect to the Land for the period commencing from 1st April, 2017 till 31st March, 2018 and we have examined the receipts evidencing payment thereof.

K. SITE STATUS

1. Our client has informed us that construction and development of Residential Building No.1 is ongoing on the said Land.
2. We are informed that the portions of the Land 2 (a) admeasuring approximately 1,690 square metres and (b) admeasuring approximately 415 square metres bearing Survey No. 32 Hissa No. 1(part) and C.T.S. No. 157(part), continue to remain encroached.
3. We are informed that the portion of land admeasuring 255 square metres and bearing Survey No.23 Hissa No.5B(part), C.T.S. No. 156(part) and C.T.S. No. 157(part) which is within the boundary wall of the said Land, continues to remain in possession of Incline Realty Private Limited.

L. CONCLUSION

Based on the steps undertaken by us as stated above, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land, subject to what is stated in our 2015 Certificate and subject to what is stated in the 2017 Addendum and subject also to what is stated hereinabove and subject also to the following,-

1. Compliance with the terms and conditions of the approvals, permissions, sanctions and NOCs detailed above and as may be issued from time to time with respect to the said Land and as mentioned in the 2015 Certificate and 2017 Addendum and revalidation of all approvals/permissions from time to time;
2. The subsisting first ranking sole and exclusive English mortgage over the mortgaged premises and the due redemption thereof in terms of the DTD read with the DTD Amendments;
3. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein;
4. The eventual outcome and final adjudication of the L.C. Suit No. 1794 of 2016 and any orders passed therein; and

5. The eventual outcome and final adjudication of the PIL No.48 of 2017 and any orders passed therein.

THE SCHEDULE REFERRED HEREINABOVE

Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North : by C.T.S. No. 140, C.T.S. No.156 and New C.T.S. No.107/E (part)
On or towards the East : by Western Express Highway
On or towards the South : by 36.60 metre wide DP Road
On or towards the West : inter alia by 18.30 metre wide DP Road

Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos.155/1 to 155/12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

- (1) Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North : by C.T.S. No. 148(part), C.T.S. No. 150(part) and C.T.S. No. 151
On or towards the East : by Western Express Highway
On or towards the South : by New C.T.S. No. 107/E(part)
On or towards the West : by C.T.S. No. 144, C.T.S. No. 147 and C.T.S. No. 156(part)

- (2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North : by New C.T.S. No. 107/E(part)
On or towards the East : by New C.T.S. No. 107/E(part)
On or towards the South : by New C.T.S. No. 107/E(part)
On or towards the West : by New C.T.S. No. 107/E(part)

Part C

WADIA GHANDY & CO.

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North	:	by New C.T.S. No. 107/E(part)
On or towards the East	:	by New C.T.S. No. 107/E(part)
On or towards the South	:	by New C.T.S. No. 107/E(part)
On or towards the West	:	by New C.T.S. No. 107/E(part)

Dated this 24th day of October, 2018

For Wadia Ghandy & Co.

**Partner
Krishna Balaji Moorthy**

ANNEXURE "A"

TITLE DEEDS EXAMINED BY US AS REFERRED AT PARAGRAPH B(1) ABOVE

1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibai Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle, (ii) Mahendrakumar Dattatraya Chogle, (iii) Snehalata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shailaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamala Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.8312 of 1960.
3. Original Indenture dated 12th November 1960 executed between (i) Baburao Moreswar Chogle, (ii) Shamrao Moreswar Chogle, (iii) Chintaman Moreswar Chogle, (iv) Balkrishna Moreswar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharinath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.9147 of 1960.
4. Original Indenture dated 30th October 1961 executed between Sunderabai Jagjiwandas Keshavlai, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.49 of 1962.
5. Original Indenture dated 12th March 1962 executed between (i) Govind Damodar Chogle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premabai Govind Chogle, (v) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinod Govind Chogle, (viii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.713 of 1962.
6. Original Indenture dated 28th September 1964 executed between (i) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part; Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2476 of 1964.
7. Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the

WADIA GHANDY & CO.

Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.

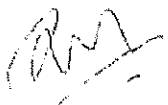
8. Original Indenture of Conveyance dated 2nd May 1967 executed between (i) Chatrabhuj Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.2096 of 1967.
9. Original Indenture dated 10th November 1967 executed between (i) Santokben Shamji and (ii) Laljee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
10. Original Indenture dated 10th November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
11. Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii) Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.1079 of 1969.
12. Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2457 of 1970.
13. Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Makanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of 1973.

WADIA GHANDY & CO.

15. Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.
16. Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kantilal Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhali, carrying on business in partnership under the firm name and style of Messrs Nagjee Motijee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.
17. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.
18. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.
19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16th November 1967 (Revenue and Forests Department) in which the Agreement dated 4th August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.
20. Typed Copy of the Award dated 20th January 1969 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.
21. Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.
22. Photocopy of the Memorandum dated 29th January, 1964 bearing reference no. LND.2663/85004-A issued by the Revenue Department of the Government of Maharashtra.
23. Photocopy of the Order dated 22nd September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.
24. Original Order dated 28th August, 2014 bearing reference no. Land 2614/C.No.96/L-3 passed by the Revenue Minister of the State of Maharashtra.
25. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
26. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.

WADIA GHANDY & CO.

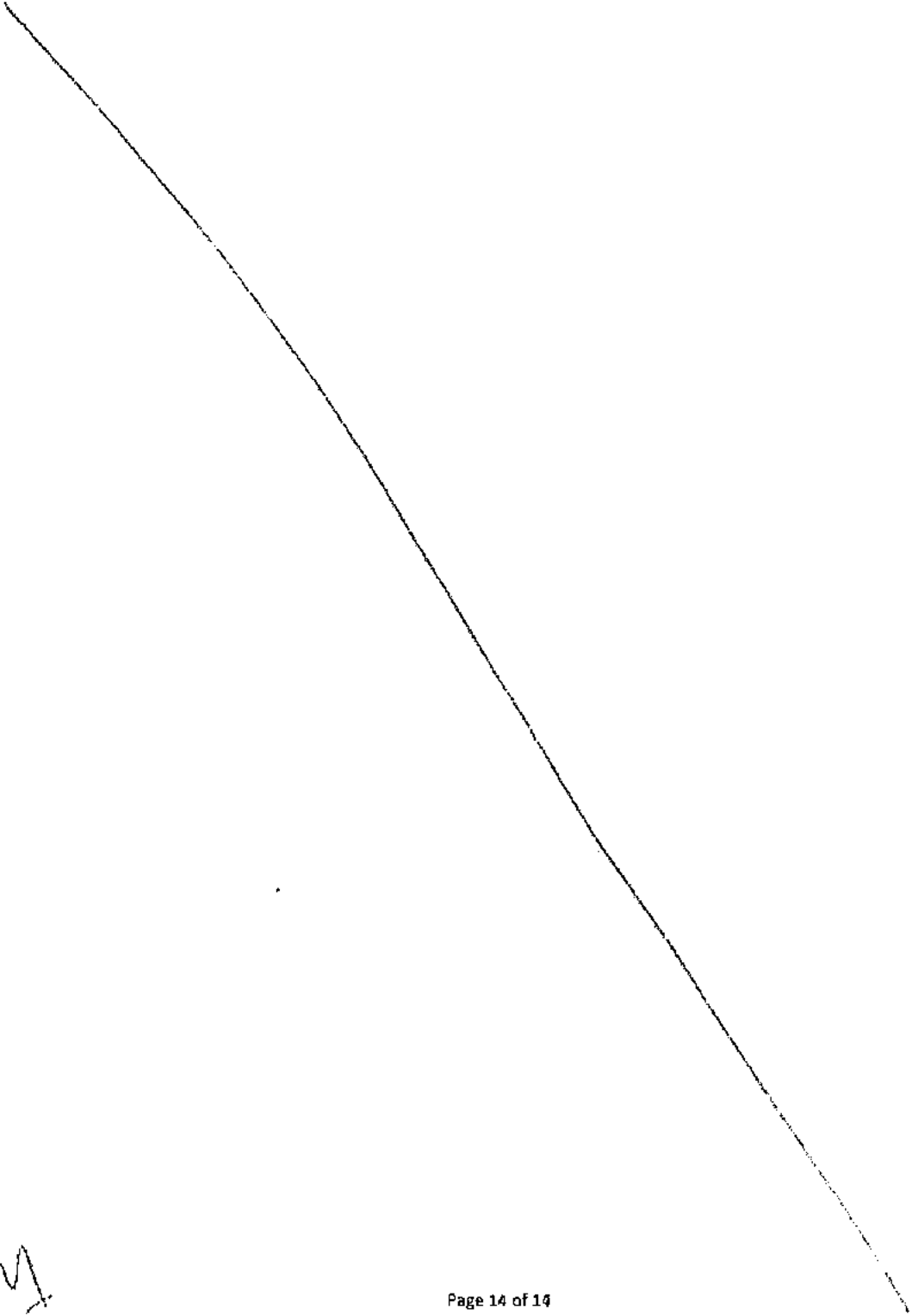
27. Original Order dated 30th August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra.
28. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
29. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
30. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
31. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
32. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.



WADIA GHANDY & CO.

ANNEXURE "A-1"

All the documents stated to have been specifically examined by us in this Addendum.



ANNEXURE "B"

TITLE DEEDS REFERRED AT PARAGRAPH B(1) ABOVE

1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibai Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle,(ii) Mahendrakumar Dattatraya Chogle, (iii) Snehalata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shailaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamala Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.8312 of 1960.
3. Original Indenture dated 12th November 1960 executed between (i) Baburao Moreshwar Chogle,(ii) Shamrao Moreshwar Chogle, (iii) Chintaman Moreshwar Chogle, (iv) Balkrishna Moreshwar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharinath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.9147 of 1960.
4. Original Indenture dated 30th October 1961 executed between Sunderabai Jagjiwandas Keshavlal, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.49 of 1962.
5. Original Indenture dated 12th March 1962 executed between (i) Govind Damodar Chogle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premabai Govind Chogle, (v) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinod Govind Chogle, (viii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited



WADIA GHANDY & CO.

therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.713 of 1962.

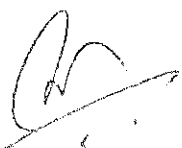
6. Original Indenture dated 28th September 1964 executed between (i) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part; Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2476 of 1964.
7. Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.
8. Original Indenture of Conveyance dated 2nd May 1967 executed between (i) Chatrabhuj Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.2096 of 1967.
9. Original Indenture dated 10th November 1967 executed between (i) Santokben Shamji and (ii) Laljee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
10. Original Indenture dated 10th November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
11. Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii)



WADIA GHANDY & CO.

Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.1079 of 1969.

12. Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2457 of 1970.
13. Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Makanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of 1973.
15. Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.
16. Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kantilal Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhali, carrying on business in partnership under the firm name and style of Messrs Nagjee Motijee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.



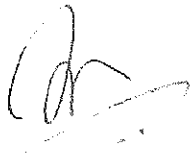
WADIA GHANDY & CO.

17. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.
18. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.
19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16th November 1967 (Revenue and Forests Department) in which the Agreement dated 4th August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.
20. Typed Copy of the Award dated 20th January 1969 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.
21. Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.
22. Photocopy of the Memorandum dated 29th January, 1964 bearing reference no. LND.2663/85004-A issued by the Revenue Department of the Government of Maharashtra.
23. Photocopy of the Order dated 22nd September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.
24. Original Order dated 28th August, 2014 bearing reference no. Land 2614/C.No.96/L-3 passed by the Revenue Minister of the State of Maharashtra.
25. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.



WADIA GHANDY & CO.

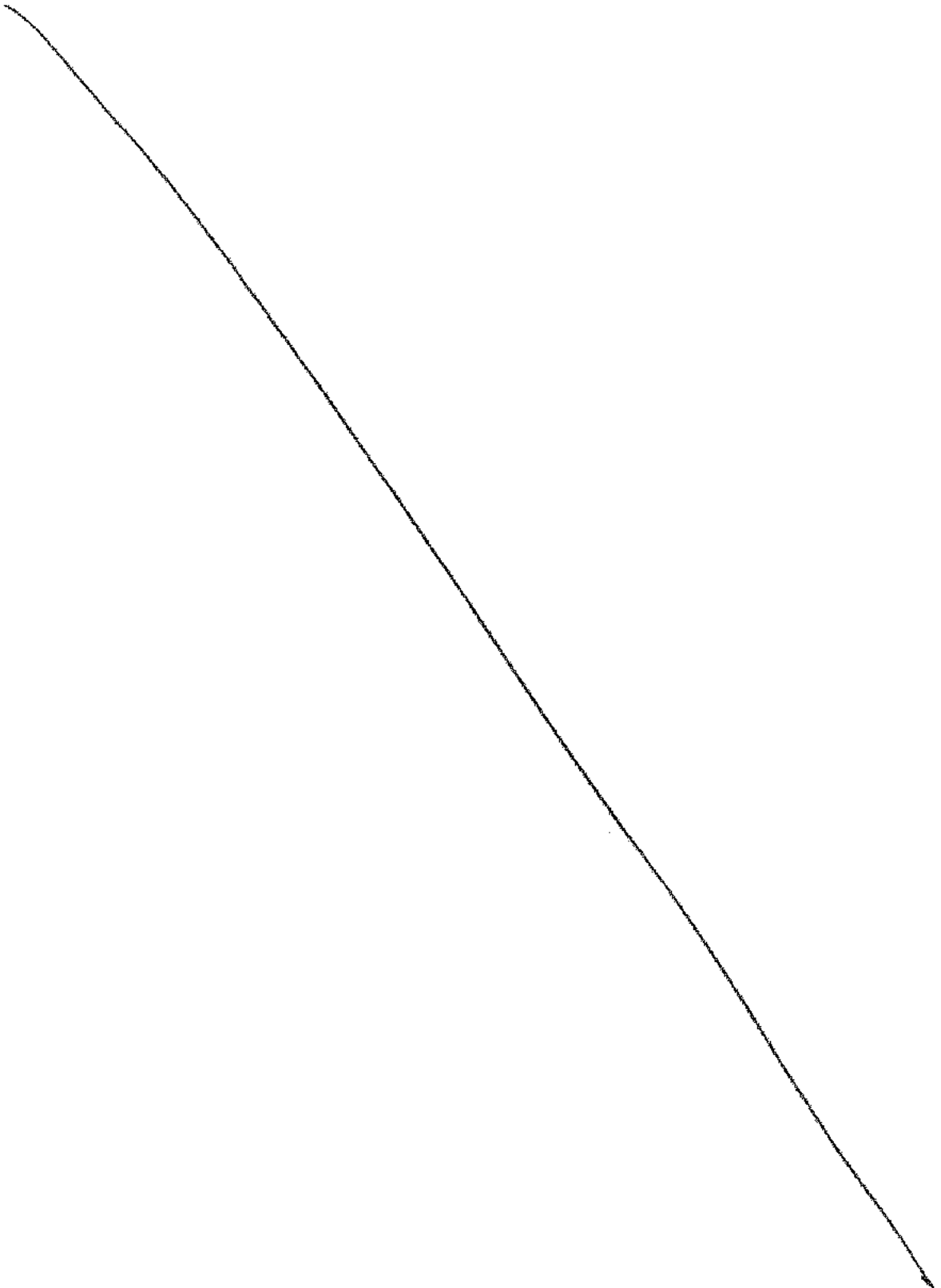
26. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
27. Original Order dated 30th August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra.
28. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
29. Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
30. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
31. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
32. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
33. Original Deed of Transfer dated 18th October, 2017 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-4/14168/2017 executed by and between Yogesh Lakhbhai Makhela and Pravinbhai Vallabhbhai Chouhan of the one part and Incline Realty Private Limited through authorised signatory, Rajesh Gaonkar and Rajendra Chandorkar of the other part.



WADIA GHANDY & CO.

ANNEXURE "C"

All the documents stated to have been specifically examined by us in this Addendum.



A handwritten signature or set of initials is located in the bottom left corner of the page. The writing is cursive and somewhat stylized.

ANNEXURE "D"

LIST OF REGISTERED INSTRUMENTS IN RESPECT OF LAND 4

1. Deed of Conveyance dated 10th November, 1967 registered with the Office of the Sub Registrar of Assurances under Serial No. 2428/1967 executed by and between Santokben Shamji and Lalji Shamji of the one part and Special Steel Limited of the other part;
2. Deed of Conveyance dated 10th November, 1967 registered with the Office of the Sub Registrar of Assurances under Serial No. 2429/1967 executed by and between Maniben Govind Mistry, Ratilal Govind Mistry and Vallabh Govind Mistry of the one part and Special Steel Limited of the other part;
3. Deed of Modification of Further Charge dated 9th May, 1969 registered with the Office of the Sub Registrar of Assurances under Serial No. 1900/1969 executed by and between Special Steel Limited of the one part and The Industrial Credit & Development Corporation of India Limited of the other part;
4. Deed of Additional Security dated 19th May, 1970 registered with the Office of the Sub Registrar of Assurances under Serial No. 621/1970 executed by and between Special Steel Limited of the one part and The Industrial Credit & Development Corporation of India Limited of the other part;
5. Deed dated 5th June, 1970 registered with the Office of the Sub Registrar of Assurances under Serial No. 2622/1970 executed by and between Special Steel Limited of the one part and Bank of Baroda of the other part;
6. Tripartite Agreement dated 10th June, 1970 registered with the Office of the Sub Registrar of Assurances under Serial No. 2623/1970 executed by and between Special Steel Limited of the first part, The Industrial Credit & Development Corporation of India Limited of the second part and Bank of Baroda of the third part;
7. Deed of Transfer dated 4th December, 2007 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-5/9829/2007 executed by and between Ratilal Govindji Mistri (Chotalia), Trupti Satish Pathak, Shweta Vallabhdas Chotalia and Kunal Vallabhdas Chotalia;



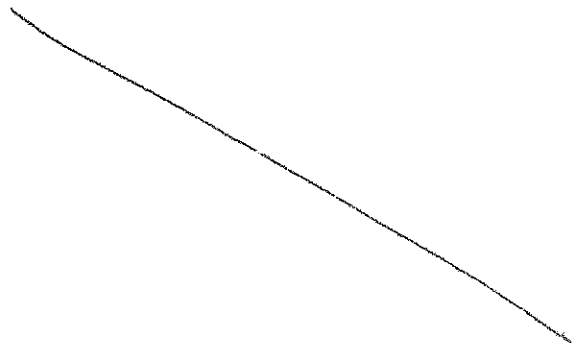
WADIA GHANDY & CO.

8. Deed of Transfer dated 4th December, 2007 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-5/9831/2007 executed by and between Ratilal Govindji Mistri (Chotalia), Trupti Satish Pathak, Shweta Vallabhdas Chotalia and Kunal Vallabhdas Chotalia;
9. Deed of Transfer dated 4th December, 2007 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-5/9833/2007 executed by and between Trupti Satish Pathak, Shweta Vallabhdas Chotalia, Kunal Vallabhdas Chotalia and Ratilal Govindji Mistri (Chotalia) of the one part and M/s. T.M.S Associates through partners, Moiz Taherali Soni and Mustafa Taherali Soni of the other part;
10. Affidavit dated 26th June, 2008 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-2/5674/2008 executed by M/s. T.M.S Associates through its partner, Mustafa T. Soni in favour of the MCGM;
11. Affidavit dated 4th August, 2008 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-2/6726/2008 executed by M/s. T.M.S Associates through its partner, Mustafa T. Soni in favour of the Mumbai Commissioner;
12. Affidavit dated 4th August, 2008 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-2/6727/2008 executed by M/s. T.M.S Associates through its partner, Mustafa T. Soni in favour of the Commissioner;
13. Deed of Agreement dated 16th October, 2008 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-6/1181/2009 executed by and between M/s. T.M.S Associates through partners, Sheikh Moizbhai Mulla Taherali Soni, Sheikh Mustafa Mulla Taherali Soni and Mulla Abbas Mulla Taherali Soni of the one part and M/s. M.K.M Associates through partners, Dilip M. Madnani, Suresh M. Madnani and Raju M. Madnani of the other part;
14. Deed of Confirmation dated 27th January, 2009 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-6/684/2009 executed by and between M/s. T.M.S Associates through partners, Sheikh Moizbhai Mulla Taherali Soni, Sheikh Mustafa Mulla Taherali Soni and Mulla Abbas Mulla Taherali Soni of the one part and M/s. M.K.M Associates through partners, Dilip M. Madnani, Suresh M. Madnani and Raju M. Madnani of the other part;



WADIA GHANDY & CO.

15. Development Agreement dated 19th December, 2011 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-1/10653/2011 executed by and between M/s. T.M.S Associates through partners, Sheikh Moizbhai Mulla Taherali Soni, Sheikh Mustafa Mulla Taherali Soni and Mulla Abbas Mulla Taherali Soni of the one part and M/s. M.K.M Associates through partners, Dilip M. Madnani, Suresh M. Madnani and Raju M. Madnani of the other part;
16. Power of Attorney dated 27th December, 2011 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-6/9803/2011 executed by M/s. T.M.S Associates through partners, Sheikh Moizbhai Mulla Taherali Soni and Sheikh Mustafa Mulla Taherali Soni in favour of Sachin L. Pava and Dinesh Aanerao;
17. Power of Attorney dated 27th December, 2011 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-6/9804/2011 executed by M/s. M.K.M Associates through partners, Dilip M. Madnani, Suresh M. Madnani and Raju M. Madnani in favour of Sachin L. Pava and Dinesh Aanerao;
18. Deed of Transfer dated 31st March, 2013 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-2/4959/2013 executed by and between Shashikant Khushalchand Gandhi of the one part and Praveenbhai Vallabhbbhai Chouhan of the other part;
19. Deed of Transfer dated 18th October, 2017 registered with the Office of the Sub Registrar of Assurances under Serial No. BRL-4/14168/2017 executed by and between Yogesh Lakhabhai Makhela and Pravinbhai Vallabhbbhai Chouhan of the one part and Incline Realty Private Limited through authorised signatory, Rajesh Gaonkar and Rajendra Chandorkar of the other part.
20. Affidavit dated 24th February, 2021 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7/1105/2021 executed by Incline Realty Private Limited.



ANNEXURE "E"

LITIGATION THAT DOES NOT AFFECT THE SAID LAND

1. Incline Realty Private Limited vs Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/85082/2021 before the CESTAT.
2. Incline Realty Private Limited vs Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/85080/2021 before the CESTAT.
3. Incline Realty Private Limited vs Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/85069/2021 before the CESTAT.
4. Incline Realty Private Limited vs Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/85056/2021 before the CESTAT.
5. Incline Realty Private Limited vs Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/85057/2021 before the CESTAT.
6. Incline Realty Private Limited vs Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/85055/2021 before the CESTAT.
7. Incline Realty Private Limited vs. Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/86191/2020 before the CESTAT.
8. Incline Realty Private Limited vs. Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/86192/2020 before the CESTAT.
9. Incline Realty Private Limited vs. Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/86193/2020 before the CESTAT.
10. Incline Realty Private Limited vs. Commissioner of CGST & Central Excise-Mumbai East bearing No. ST/86194/2020 before the CESTAT.

The above litigations / proceedings are with respect to the Service Tax as paid against the flats in the Residential Towers in Skycity and the same does not affect the title of the said Land.



WADIA GHANDY & CO.

11. Samit Sakharam Raut & Anr. vs. Incline Realty Private Limited bearing No. CC/422/2020 before the National Consumer Disputes Redressal Forum. This dispute pertains to Flat No.4005 in Tower C of the Residential Building No.1 and is pending. This litigation does not affect the said Land.

12. Nikhil Sevantilal Gandhi vs. Incline Realty Pvt. Ltd. bearing No. CC/179/2017 before the District Consumer Disputes Redressal Forum. In this matter, the Complainant has alleged Incline Realty Private Limited has made illegal and wrongful deduction of certain amounts under the purview of cancellation charges and is pending. This litigation does not affect the said Land.

A handwritten signature in black ink, consisting of a stylized 'W' followed by a horizontal line and a small flourish.

ANNEXURE "F"

**LIST OF FLATS OVER WHICH SECURITY IS CREATED UNDER THE KOTAK
MORTGAGE**

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
1.	A	204	1,073	3 BHK Luxury Zone 1
2.	A	1403	1,760	Duplex Luxury Zone 1
3.	A	3106	1,073	3 BHK Luxury Zone 1
4.	A	3405	1,073	3 BHK Luxury Zone 1
5.	A	3506	1,094	3 BHK Luxury Zone 2
6.	A	3605	1,094	3 BHK Luxury Zone 2
7.	A	3606	1,094	3 BHK Luxury Zone 2
8.	A	3705	1,094	3 BHK Luxury Zone 2
9.	A	3804	1,094	3 BHK Luxury Zone 2
10.	A	3805	1,094	3 BHK Luxury Zone 2
11.	A	3806	1,094	3 BHK Luxury Zone 2
12.	A	3905	1,094	3 BHK Luxury Zone 2
13.	A	3906	1,094	3 BHK Luxury Zone 2
14.	A	4004	1,094	3 BHK Luxury Zone 2
15.	A	4005	1,094	3 BHK Luxury Zone 2
16.	A	4104	1,094	3 BHK Luxury Zone 2
17.	A	4105	1,094	3 BHK Luxury Zone 2
18.	A	4202	1,094	3 BHK Luxury Zone 2
19.	A	4203	1,094	3 BHK Luxury Zone 2
20.	A	4204	1,094	3 BHK Luxury Zone 2
21.	A	4205	1,094	3 BHK Luxury Zone 2
22.	A	4303	1,094	3 BHK Luxury Zone 2
23.	A	4304	1,094	3 BHK Luxury Zone 2
24.	A	4305	1,094	3 BHK Luxury Zone 2
25.	A	4306	1,094	3 BHK Luxury Zone 2
26.	A	4405	1,094	3 BHK Luxury Zone 2
27.	A	4504	1,094	3 BHK Luxury Zone 2
28.	A	4505	1,094	3 BHK Luxury Zone 2
29.	A	4506	1,094	3 BHK Luxury Zone 2
30.	A	4702	1,094	3 BHK Luxury Zone 2
31.	A	4703	1,094	3 BHK Luxury Zone 2
32.	A	4704	1,094	3 BHK Luxury Zone 2
33.	A	4705	1,094	3 BHK Luxury Zone 2

WADIA GHANDY & Co.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
34.	A	4706	1,094	3 BHK Luxury Zone 2
35.	A	4804	1,094	3 BHK Luxury Zone 2
36.	A	4805	1,094	3 BHK Luxury Zone 2
37.	A	4806	1,094	3 BHK Luxury Zone 2
38.	A	4903	1,094	3 BHK Luxury Zone 2
39.	A	4904	1,094	3 BHK Luxury Zone 2
40.	A	4905	1,094	3 BHK Luxury Zone 2
41.	A	4906	1,094	3 BHK Luxury Zone 2
42.	A	5005	1,094	3 BHK Luxury Zone 2
43.	A	5006	1,094	3 BHK Luxury Zone 2
44.	A	5104	1,094	3 BHK Luxury Zone 2
45.	A	5105	1,094	3 BHK Luxury Zone 2
46.	A	5201	1,094	3 BHK Luxury Zone 2
47.	A	5205	1,094	3 BHK Luxury Zone 2
48.	A	5206	1,094	3 BHK Luxury Zone 2
49.	A	5302	1,094	3 BHK Luxury Zone 2
50.	A	5303	1,094	3 BHK Luxury Zone 2
51.	A	5304	1,094	3 BHK Luxury Zone 2
52.	A	5305	1,094	3 BHK Luxury Zone 2
53.	A	5306	1,094	3 BHK Luxury Zone 2
54.	A	5503	1,094	3 BHK Luxury Zone 2
55.	A	5504	1,094	3 BHK Luxury Zone 2
56.	A	5506	1,094	3 BHK Luxury Zone 2
57.	A	5601	1,094	3 BHK Luxury Zone 2
58.	A	5602	1,094	3 BHK Luxury Zone 2
59.	A	5603	1,094	3 BHK Luxury Zone 2
60.	A	5604	1,094	3 BHK Luxury Zone 2
61.	A	5605	1,094	3 BHK Luxury Zone 2
62.	A	5606	1,094	3 BHK Luxury Zone 2
63.	A	5701	1,094	3 BHK Luxury Zone 2
64.	A	5702	1,094	3 BHK Luxury Zone 2
65.	A	5704	1,094	3 BHK Luxury Zone 2
66.	A	5705	1,094	3 BHK Luxury Zone 2
67.	A	5706	1,094	3 BHK Luxury Zone 2
68.	A	5801	1,094	3 BHK Luxury Zone 2
69.	A	5802	1,094	3 BHK Luxury Zone 2
70.	A	5803	1,094	3 BHK Luxury Zone 2
71.	A	5804	1,094	3 BHK Luxury Zone 2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
72.	A	5805	1,094	3 BHK Luxury Zone 2
73.	A	5806	1,094	3 BHK Luxury Zone 2
74.	A	5901	1,094	3 BHK Luxury Zone 2
75.	A	5902	1,094	3 BHK Luxury Zone 2
76.	A	5903	1,389	Prime A
77.	A	5905	1,094	3 BHK Luxury Zone 2
78.	A	5906	1,094	3 BHK Luxury Zone 2
79.	A	6001	1,094	3 BHK Luxury Zone 2
80.	A	6002	1,094	3 BHK Luxury Zone 2
81.	A	6003	1,094	3 BHK Luxury Zone 2
82.	A	6004	1,094	3 BHK Luxury Zone 2
83.	A	6005	1,094	3 BHK Luxury Zone 2
84.	A	6006	1,094	3 BHK Luxury Zone 2
85.	A	6101	1,094	3 BHK Luxury Zone 2
86.	A	6102	1,094	3 BHK Luxury Zone 2
87.	A	6103	1,094	3 BHK Luxury Zone 2
88.	A	6104	1,094	3 BHK Luxury Zone 2
89.	A	6105	1,094	3 BHK Luxury Zone 2
90.	A	6106	1,094	3 BHK Luxury Zone 2
91.	B	205	1,073	3 BHK Luxury Zone 1
92.	B	206	1,073	3 BHK Luxury Zone 1
93.	B	3305	1,073	3 BHK Luxury Zone 1
94.	B	4005	1,094	3 BHK Luxury Zone 2
95.	B	4205	1,094	3 BHK Luxury Zone 2
96.	B	4507	1,094	3 BHK Luxury Zone 2
97.	B	4705	1,094	3 BHK Luxury Zone 2
98.	B	4706	1,094	3 BHK Luxury Zone 2
99.	B	4805	1,094	3 BHK Luxury Zone 2
100.	B	4806	1,094	3 BHK Luxury Zone 2
101.	B	4905	1,094	3 BHK Luxury Zone 2
102.	B	4908	1,094	3 BHK Luxury Zone 2
103.	B	5003	252	Grande Studio
104.	B	5004	1,101	3 BHK Grande Zone 2
105.	B	5005	1,094	3 BHK Luxury Zone 2
106.	B	5006	1,094	3 BHK Luxury Zone 2
107.	B	5008	1,094	3 BHK Luxury Zone 2
108.	B	5105	1,094	3 BHK Luxury Zone 2
109.	B	5106	1,094	3 BHK Luxury Zone 2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
110.	B	5301	1,101	3 BHK Grande Zone 2
111.	B	5302	252	Grande Studio
112.	B	5305	1,094	3 BHK Luxury Zone 2
113.	B	5306	1,094	3 BHK Luxury Zone 2
114.	B	5307	1,094	3 BHK Luxury Zone 2
115.	B	5405	1,094	3 BHK Luxury Zone 2
116.	B	5507	1,094	3 BHK Luxury Zone 2
117.	B	5603	252	Grande Studio
118.	B	5604	1,101	3 BHK Grande Zone 2
119.	B	5605	1,094	3 BHK Luxury Zone 2
120.	B	5606	1,094	3 BHK Luxury Zone 2
121.	B	5801	1,101	3 BHK Grande Zone 2
122.	B	5802	252	Grande Studio
123.	B	5803	252	Grande Studio
124.	B	5804	1,101	3 BHK Grande Zone 2
125.	B	5805	1,094	3 BHK Luxury Zone 2
126.	B	5806	1,094	3 BHK Luxury Zone 2
127.	B	5807	1,094	3 BHK Luxury Zone 2
128.	B	5808	1,094	3 BHK Luxury Zone 2
129.	B	5901	1,101	3 BHK Grande Zone 2
130.	B	5902	252	Grande Studio
131.	B	5903	252	Grande Studio
132.	B	5904	1,101	3 BHK Grande Zone 2
133.	B	5905	1,338	Prime B
134.	B	5907	1,094	3 BHK Luxury Zone 2
135.	B	5908	1,094	3 BHK Luxury Zone 2
136.	B	6001	1,101	3 BHK Grande Zone 2
137.	B	6002	252	Grande Studio
138.	B	6003	252	Grande Studio
139.	B	6004	1,101	3 BHK Grande Zone 2
140.	B	6005	1,094	3 BHK Luxury Zone 2
141.	B	6006	1,094	3 BHK Luxury Zone 2
142.	B	6007	1,094	3 BHK Luxury Zone 2
143.	B	6008	1,094	3 BHK Luxury Zone 2
144.	B	6101	1,101	3 BHK Grande Zone 2
145.	B	6102	252	Grande Studio
146.	B	6103	252	Grande Studio
147.	B	6104	1,101	3 BHK Grande Zone 2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
148.	B	6105	1,094	3 BHK Luxury Zone 2
149.	B	6106	1,094	3 BHK Luxury Zone 2
150.	B	6107	1,094	3 BHK Luxury Zone 2
151.	B	6108	1,094	3 BHK Luxury Zone 2
152.	C	201	1,073	3 BHK Luxury Zone 1
153.	C	202	1,073	3 BHK Luxury Zone 1
154.	C	703	1,825	Duplex Grande Zone 1
155.	C	704	252	Duplex Grande Studio
156.	C	1403	1,825	Duplex Grande Zone 1
157.	C	1404	252	Duplex Grande Studio
158.	C	2406	1,073	3 BHK Luxury Zone 1
159.	C	2407	1,073	3 BHK Luxury Zone 1
160.	C	2903	1,825	Duplex Grande Zone 1
161.	C	2904	252	Duplex Grande Studio
162.	C	2906	1,073	3 BHK Luxury Zone 1
163.	C	3603	1,847	Duplex Grande Zone 2
164.	C	3604	252	Duplex Grande Studio
165.	C	3707	1,094	3 BHK Luxury Zone 2
166.	C	4006	1,094	3 BHK Luxury Zone 2
167.	C	4007	1,094	3 BHK Luxury Zone 2
168.	C	4106	1,094	3 BHK Luxury Zone 2
169.	C	4107	1,094	3 BHK Luxury Zone 2
170.	C	4205	1,094	3 BHK Luxury Zone 2
171.	C	4206	1,094	3 BHK Luxury Zone 2
172.	C	4207	1,094	3 BHK Luxury Zone 2
173.	C	4305	1,094	3 BHK Luxury Zone 2
174.	C	4306	1,094	3 BHK Luxury Zone 2
175.	C	4307	1,094	3 BHK Luxury Zone 2
176.	C	4401	1,094	3 BHK Luxury Zone 2
177.	C	4406	1,094	3 BHK Luxury Zone 2
178.	C	4407	1,094	3 BHK Luxury Zone 2
179.	C	4502	1,094	3 BHK Luxury Zone 2
180.	C	4505	1,094	3 BHK Luxury Zone 2
181.	C	4506	1,094	3 BHK Luxury Zone 2
182.	C	4507	1,094	3 BHK Luxury Zone 2
183.	C	4701	1,094	3 BHK Luxury Zone 2
184.	C	4702	1,094	3 BHK Luxury Zone 2
185.	C	4705	1,094	3 BHK Luxury Zone 2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
186.	C	4706	1,094	3 BHK Luxury Zone 2
187.	C	4707	1,094	3 BHK Luxury Zone 2
188.	C	4801	1,094	3 BHK Luxury Zone 2
189.	C	4802	1,094	3 BHK Luxury Zone 2
190.	C	4805	1,094	3 BHK Luxury Zone 2
191.	C	4806	1,094	3 BHK Luxury Zone 2
192.	C	4807	1,094	3 BHK Luxury Zone 2
193.	C	4901	1,094	3 BHK Luxury Zone 2
194.	C	4902	1,094	3 BHK Luxury Zone 2
195.	C	4905	1,094	3 BHK Luxury Zone 2
196.	C	4906	1,094	3 BHK Luxury Zone 2
197.	C	4907	1,094	3 BHK Luxury Zone 2
198.	C	5001	1,094	3 BHK Luxury Zone 2
199.	C	5002	1,094	3 BHK Luxury Zone 2
200.	C	5006	1,094	3 BHK Luxury Zone 2
201.	C	5007	1,094	3 BHK Luxury Zone 2
202.	C	5101	1,094	3 BHK Luxury Zone 2
203.	C	5102	1,094	3 BHK Luxury Zone 2
204.	C	5103	1,847	Duplex Grande Zone 2
205.	C	5104	252	Duplex Grande Studio
206.	C	5105	1,094	3 BHK Luxury Zone 2
207.	C	5106	1,094	3 BHK Luxury Zone 2
208.	C	5107	1,094	3 BHK Luxury Zone 2
209.	C	5201	1,094	3 BHK Luxury Zone 2
210.	C	5206	1,094	3 BHK Luxury Zone 2
211.	C	5207	1,094	3 BHK Luxury Zone 2
212.	C	5301	1,094	3 BHK Luxury Zone 2
213.	C	5302	1,094	3 BHK Luxury Zone 2
214.	C	5303	1,101	3 BHK Grande Zone 2
215.	C	5304	252	Grande Studio
216.	C	5305	1,094	3 BHK Luxury Zone 2
217.	C	5306	1,094	3 BHK Luxury Zone 2
218.	C	5307	1,094	3 BHK Luxury Zone 2
219.	C	5401	1,094	3 BHK Luxury Zone 2
220.	C	5402	1,094	3 BHK Luxury Zone 2
221.	C	5405	1,094	3 BHK Luxury Zone 2
222.	C	5406	1,094	3 BHK Luxury Zone 2
223.	C	5407	1,094	3 BHK Luxury Zone 2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
224.	C	5501	1,094	3 BHK Luxury Zone 2
225.	C	5502	1,094	3 BHK Luxury Zone 2
226.	C	5505	1,094	3 BHK Luxury Zone 2
227.	C	5506	1,094	3 BHK Luxury Zone 2
228.	C	5507	1,094	3 BHK Luxury Zone 2
229.	C	5601	1,094	3 BHK Luxury Zone 2
230.	C	5602	1,094	3 BHK Luxury Zone 2
231.	C	5603	1,101	3 BHK Grande Zone 2
232.	C	5604	252	Grande Studio
233.	C	5605	1,094	3 BHK Luxury Zone 2
234.	C	5606	1,094	3 BHK Luxury Zone 2
235.	C	5607	1,094	3 BHK Luxury Zone 2
236.	C	5701	1,094	3 BHK Luxury Zone 2
237.	C	5702	1,094	3 BHK Luxury Zone 2
238.	C	5705	1,094	3 BHK Luxury Zone 2
239.	C	5706	1,094	3 BHK Luxury Zone 2
240.	C	5707	1,094	3 BHK Luxury Zone 2
241.	C	5801	1,094	3 BHK Luxury Zone 2
242.	C	5802	1,094	3 BHK Luxury Zone 2
243.	C	5803	1,101	3 BHK Grande Zone 2
244.	C	5804	252	Grande Studio
245.	C	5805	1,094	3 BHK Luxury Zone 2
246.	C	5806	1,094	3 BHK Luxury Zone 2
247.	C	5807	1,094	3 BHK Luxury Zone 2
248.	C	5901	1,094	3 BHK Luxury Zone 2
249.	C	5902	1,094	3 BHK Luxury Zone 2
250.	C	5906	1,094	3 BHK Luxury Zone 2
251.	C	5907	1,094	3 BHK Luxury Zone 2
252.	C	6001	1,094	3 BHK Luxury Zone 2
253.	C	6002	1,094	3 BHK Luxury Zone 2
254.	C	6003	1,101	3 BHK Grande Zone 2
255.	C	6004	252	Grande Studio
256.	C	6005	1,094	3 BHK Luxury Zone 2
257.	C	6006	1,094	3 BHK Luxury Zone 2
258.	C	6007	1,094	3 BHK Luxury Zone 2
259.	C	6101	1,094	3 BHK Luxury Zone 2
260.	C	6102	1,094	3 BHK Luxury Zone 2
261.	C	6103	1,101	3 BHK Grande Zone 2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
262.	C	6104	252	Grande Studio
263.	C	6105	1,094	3 BHK Luxury Zone 2
264.	C	6106	1,094	3 BHK Luxury Zone 2
265.	C	6107	1,094	3 BHK Luxury Zone 2
266.	D	105	1,073	3 BHK Luxury Zone 1
267.	D	106	1,073	3 BHK Luxury Zone 1
268.	D	2905	1,073	3 BHK Luxury Zone 1
269.	D	3305	1,073	3 BHK Luxury Zone 1
270.	D	3505	1,094	3 BHK Luxury Zone 2
271.	D	3506	1,094	3 BHK Luxury Zone 2
272.	D	3507	1,094	3 BHK Luxury Zone 2
273.	D	3605	1,094	3 BHK Luxury Zone 2
274.	D	3606	1,094	3 BHK Luxury Zone 2
275.	D	3805	1,094	3 BHK Luxury Zone 2
276.	D	3806	1,094	3 BHK Luxury Zone 2
277.	D	4005	1,094	3 BHK Luxury Zone 2
278.	D	4006	1,094	3 BHK Luxury Zone 2
279.	D	4106	1,094	3 BHK Luxury Zone 2
280.	D	4107	1,094	3 BHK Luxury Zone 2
281.	D	4108	1,094	3 BHK Luxury Zone 2
282.	D	4205	1,094	3 BHK Luxury Zone 2
283.	D	4206	1,094	3 BHK Luxury Zone 2
284.	D	4207	1,094	3 BHK Luxury Zone 2
285.	D	4208	1,094	3 BHK Luxury Zone 2
286.	D	4305	1,094	3 BHK Luxury Zone 2
287.	D	4306	1,094	3 BHK Luxury Zone 2
288.	D	4307	1,094	3 BHK Luxury Zone 2
289.	D	4308	1,094	3 BHK Luxury Zone 2
290.	D	4407	1,094	3 BHK Luxury Zone 2
291.	D	4408	1,094	3 BHK Luxury Zone 2
292.	D	4505	1,094	3 BHK Luxury Zone 2
293.	D	4705	1,094	3 BHK Luxury Zone 2
294.	D	4706	1,094	3 BHK Luxury Zone 2
295.	D	4707	1,094	3 BHK Luxury Zone 2
296.	D	4708	1,094	3 BHK Luxury Zone 2
297.	D	4805	1,094	3 BHK Luxury Zone 2
298.	D	4806	1,094	3 BHK Luxury Zone 2
299.	D	4807	1,094	3 BHK Luxury Zone 2

WADIA GHANDY & CO.

Sr. No.	Tower	Flat No.	RERA Carpet Area (sq. ft.)	Flat Configuration
376.	D	6101	1,101	3 BHK Grande Zone 2
377.	D	6102	252	Grande Studio
378.	D	6103	252	Grande Studio
379.	D	6104	1,101	3 BHK Grande Zone 2
380.	D	6105	1,094	3 BHK Luxury Zone 2
381.	D	6106	1,094	3 BHK Luxury Zone 2
382.	D	6107	1,094	3 BHK Luxury Zone 2
383.	D	6108	1,094	3 BHK Luxury Zone 2
	Total	383	3,91,235	





तहसीलदार तथा कार्यकारी दंडाधिकारी बोरीवली यांचे कार्यालय

बॉ. न. रा. कारोडे मार्ग, नारदकाला लेन, एम.बी.रोड, बोरीवली (प), पुणे-४०० ०९३

दुरध्वनी क्र. २८०७५०३४

ई.मेल :- tahsildarborivli@gmail.com

नमुना नं. १

(नियम ५ प्रक. १)

कमुदारास मागणीची नोटीस

ठळकी खर्चा कुरार यांचे कार्यालय
सी डी वी कॉलनी बवळ, गवेषा मठिर सरोवर, एम्बर रोड
बारावडी (प), पुणे-४०० ०९३.

प्रति,

श्रीमंतय रिमलेशी लि

याद्वारे आपणास अशी नोटीस देण्यात येते की, खालील विवरणपत्रात दिलेल्या तपशीलाप्रमाणे जमिन म्दमुलाच्या अकृषिक आकरणीबद्दल शासनाचे क्र.एनएपी ०३११/प.क्र.२८/तप दि २४/०८/२०११ च्या पत्राव्दारे राज्यातील सर्व नागरीभागातील अकृषिक कारणासाठी वापरात आलेल्या जमिनीच्या क्षेत्रावर दि.३१/०४/२०१६ पर्यंत स्थगिती देण्यात आली होती तदनंतर दिनांक १४/०२/२०१८ च्या शासन निर्णयानुसार सदर स्थगिती उठविण्यात आलेली आहे. आजपावेतो आपणाकडून सन २००१ च्या अधिसूचनेप्रमाणे विनशेती वासुलीकामी नोटीसा देण्यात आल्या होत्या. तथापि २००६ ची अधिसूचना प्रसिद्ध झाल्यामुळे आपणारा याद्वारे २००६ ची अधिसूचना विचारात घेवून खालीलप्रमाणे या वर्षाची (सन २०२०-२१) ची मागणी व आजपावेतो येणारी थकवाची वासुलीकामी नोटीस देण्यात येत आहे. सविस्तर तपशील खालीलप्रमाणे आहे. अकृषिक आकरणी दराप्रमाणे खाली दर्शविलेल्या थकवाचीचे विवरण पत्रकानुसार आपणकडून रक्कम १,३२,०२,६४०-०० रुपये (असरी. एक कोटी वन्नी रु. लाख दोन हजार सहाशे पन्नास रुपये) येणे आहे. आपण ही नोटीस बजावल्याच्या तारखेपासून ७ दिवसांच्या आत उक्त रक्कम व नोटिस आकरणरण योग्य असलेली फी म्हणून रु.५०- एवढी रक्कम भरली नाही तर त्याच्या अनुपालनात कसुर झाल्याबद्दल विधीनुसार आपल्या विरुद्ध अनिवार्य कार्यवाही करण्यात येईल. व महाराष्ट्र जमिन महसूल अधिनियम १९६६ च्या कलम १७४ अन्वये उक्त थकवाचीच्या एक घट्यास पेक्षा अधिक असणार नाही. एवढी रक्कम अतिरिक्त देऊ म्हणून घेण्यात येईल.

परकाची थकवाचीचे विवरणपत्रक

गावाचे नाव व खालील क्रमांक	स.नं. क्रमांक	क्षेत्र चौ.मी.	अकृषिक दर सुधारित २००६ प्रमाणे	वास्तु कराचा वार्षिक येणे	एकूण का लागू व थो	दि.०१/०८/०६ ते दि.३१/०४/२० परकाच्या थकवाचीची रक्कम	वढीच संकीर्ण	नोंदी रक्कम	एकूण देव घ्यावे	दि.०१/०८/०६ पासून आजपर्यंत वसूल झालेली रक्कम	निव्वळ वसूल करावयाची रक्कम रु.१० पत्रा ११
१	२	३	४	५	६	७	८	९	१०	११	१२
बोरीवली	१-१०	०४/१०	१६५०	३३९,३८४	१४	१००,२६३६	६३,६०,९१०	-	२६४,७१,६२९	३७,३२,१५०	१,३२,०२,६४०-००

टिप-घनादेश / CHEQUE :- SBI Account Gras या नावाने द्यावेत किंवा अथवा परस्पर ऑनलाईन भरण करण्यासाठी संकेतस्थळवर <http://gras.mahakosh.gov.in> सुविधा उपलब्ध आहे. आणि सदर ऑनलाईन भरण करताना Tax ID येथे आपला गाव खाते क्र. टाकण्यात यावा. व मुळ चलन या कर्वातफास सादर करावे. तसेच घनादेशाच्या पाठीमागे गावाचे नाव खाला नं.व संबधित व्यक्तीचा दुरध्वनी क्र व ई.मेल आयडी नमुद करावा.

दिनांक:-

दिनांक:-

टिप:- सदरील रक्कम यापूर्वी आपण म.जिल्हाधिकारी कार्यालयात अथवा या कार्यालयात भरण केली असल्यास रक्कम

भरण केल्याचे पाहती या कार्यालयामे सादर करावी

ठळकी अधिकारी कुरार
तहसिल बोरीवली

