



NL-MSV-10056/4379/2018

16th May, 2018

TITLE CERTIFICATE

To,

Mahindra Lifespace Developers Private Limited
5th Floor, Mahindra Tower,
Worli,
Mumbai - 400 018.

Re: Land admeasuring 4,463.50 square meters bearing C.T.S. No.168-A of Village Akruli, Taluka Borivali, in the Registration Sub-District of Mumbai City and Mumbai Suburban ("the said Land").

1. We have been requested by our client Mahindra Lifespace Developers Limited, a company incorporated under the provisions of the Companies Act, 1956 ("the Company") to investigate their title in respect of the said Land.
2. We have undertaken the following steps with respect to the investigation of title of the Company to the said Land:-
 - (i) We have caused searches to be taken in the offices of Sub-Registrar of Assurance at Mumbai, Vasai, Bandra, Borivali and Goregaon from the year 1956 to 2018. The registers at the aforesaid offices of the Sub-Registrar of Assurance did not have all pages and the search was restricted only to the pages available.
 - (ii) We have examined the copies of the 7/12 extract and Property Register Card with respect to the said Land.

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- (iii) We have also inspected the originals of the title deeds relating to the said Land as mentioned in Annexure "A" hereto on 10th May, 2018.
- (iv) We have also reviewed the copy of the documents and papers relating to the said Land as stated in Annexure – "B" hereto.
- (v) We have caused searches to be taken at the Registrar of Companies with respect to the Company. However, searches at the website of the Ministry of Corporate Affairs are subject to the availability of records with the Ministry of Company Affairs on the date of the search.
- (vi) With respect to the facts which cannot be ascertained from the examination of the public records, the Company has furnished information in that regard and the same is also recorded in the Declaration dated 15th May, 2018 given by the Company and we have relied upon the same.
- (vii) We have issued public notices inviting the claims in respect of the said Land in two newspapers namely (i) The Free Press Journal and (ii) Navshakti on 19th April, 2018 and we have not received any claims in pursuance thereof.
- (viii) We have examined the Development Plan Remark of the said Land.

3. CHAIN OF TITLE

- (a) On or before 18th July, 1961, Pratapsingh Mathuradas, Chaturbhuj Goardhandas and Dwarkadas Jamnadas being the trustees of Bombay Gourakshak Mandali, a Society registered under the Societies Registration Act, 1860 and a public and charitable institution registered under the Bombay Public Trusts Act, 1950 ("**BGM Trust**") was the owner of land admeasuring 9,500 square yards or thereabouts equivalent to 7,943.23 square meters of

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Akurli Village, Taluka Borivali in the Registration District Bombay and Sub District Bandra bearing Survey No. 19 (part) of Akurli Village ("the Larger Land").

- (b) By and under an Indenture dated 18th July, 1961 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-4791 of 1961 ("Indenture dated 18th July, 1961") entered into between Pratapsingh Mathuradas, Chaturbhuj Goardhandas and Dwarkadas Jamnadas (therein referred to as 'the Continuing Trustees') of the One Part and Pratapsingh Mathuradas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Valubhdas VasANJI Mariwala and Devji Ratansay (therein referred to as 'the Trustees') of the Other Part, the said Ramanlal Gokuldas Saraiya, Vallabhdas Vussonji Mariwala and Devji Ratanshi were appointed as the Trustees of BGM Trust and all the immoveable properties, stocks, funds, securities, bank balance and cash in hand as described in the said Indenture dated 18th July, 1961 including the said Larger Land were transferred and vested in the Pratapsingh Mathuradas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Valubhdas VasANJI Mariwala and Devji Ratansay in their capacity as the trustees of the BGM Trust on the terms and conditions as mentioned therein.
- (c) By and under Declaration dated 28th August, 1961 of Ramanlal Gokuldas Saraiya registered with the Sub-Registrar of Bombay under Serial No. BOM-5961 of 1961, the said Ramanlal Gokuldas Saraiya *inter-alia* confirmed that (i) Ramanlal Gokuldas Saraiya become Trustee of BGM Trust in or about 10th October, 1950 and thereafter, by and under a letter dated 11th March, 1955, the said Ramanlal Gokuldas Saraiya resigned as trustee of BGM Trust and the Managing Committee of BGM Trust accepted his resignation on 6th October, 1955; (ii) after his resignation no registered document was executed recording the release of the Ramanlal Gokuldas Saraiya from trusteeship of BGM Trust and therefore, the property of BGM Trust continued to be vested in Ramanlal Gokuldas Saraiya in law; and (iii) therefore, under the said Declaration dated

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28th August, 1961, the said Ramanlal Gokuldas Saraiya *inter alia* confirmed an Indenture dated 18th July, 1961 as mentioned above and further confirmed that the properties as set out therein including the Larger Land were vested in Pratapsingh Mathuradas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Valubhdas VasANJI Mariwala and Devji Ratansay as the Trustees of BGM Trust.

- (d) Thereafter, by and under an Agreement dated 12th December, 1960 (“Agreement dated 12th December, 1960”) between Pratapsingh Mathuradas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Valubhdas VasANJI Mariwala and Devji Ratansay, the Trustees of BGM Trust (therein referred to as ‘the Vendors’) of the One Part and Mrs. Kamal Gangadhar Dange (therein referred to as ‘the Purchaser’) of the other part, the Vendors therein agreed to sell to the Purchaser therein and the Purchaser therein agreed to purchase from the Vendors therein certain lands including the Larger Land for the consideration and on the terms and conditions as mentioned therein.
- (e) Thereafter, by and under an Agreement dated 19th January, 1961 entered into between Mrs. Kamal Gangadhar Dange and Ragho Baloo Mhatre, the said Mrs. Kamal Gangadhar Dange agreed to sell to the said Ragho Baloo Mhatre the Larger Land for the consideration and on the terms and conditions as mentioned therein. The said Ragho Baloo Mhatre entered into the said Agreement dated 19th January, 1961 with the said Mrs. Kamal Gangadhar Dange on behalf of Naresh Nagindas Khandvala, Kanchanlal Mansukhlal Shah and Ragho Baloo Mhatre. We have not reviewed the copy of the aforesaid Agreement dated 12th December, 1960 and the said Agreement dated 19th January, 1961 and the particulars as mentioned herein in respect thereof have been recited in the Indenture dated 15th November, 1961 (as referred hereinbelow).

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- (f) Pursuant to the Agreement dated 12th December, 1960, by and under an Indenture dated 15th November, 1961 registered with the office of Sub-Registrar of Bombay under Serial No. BOM-7682 of 1961 (“**Indenture dated 15th November, 1961**”) entered into between Pratapsingh Mathuradas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Valubhdas VasANJI Mariwala and Devji Ratansay, the Trustees of BGM Trust (therein referred to as ‘the Vendors’) of the First Part, Naresh Nagindas Khandwala, Kanchanlal Mansukhlal Shah and Ragho Baloo Mhatre (therein referred to as ‘the Purchasers’) of the Second Part, Mrs. Kamal Gangadhar Dange (therein referred to as ‘the First Confirming Party’) of the Third Part and the said Ragho Baloo Mhatre (therein referred to as ‘the Second Confirming Party’) of the Fourth Part, the Vendors therein with the confirmation of First Confirming Party and Second Confirming Party granted, conveyed and transferred the Larger Land for the consideration as mentioned therein pursuant to the Order No. J/4/193/60/1946 of 1961 dated 2nd March, 1961 passed by the Charity Commissioner of State of Maharashtra under Section 36 of Bombay Public Trusts Act, 1950 sanctioning the sale of the Larger Land as aforesaid. We have not reviewed a copy of the said Order dated 2nd March, 1961 passed by the Charity Commissioner of State of Maharashtra. The said Indenture dated 15th November, 1961 *inter alia* records that the Purchaser and their Successor in title or occupiers of the property, their servants, agents and licensees at all times thereafter and for all purposes shall be entitled to go, pass and re-pass along, over and upon the private road not less than 60 feet in width running from South to North as stated therein.
- (g) By and under an Indenture dated 19th February, 1964 registered with the Sub-Registrar of Bombay under Serial No. BOM-R-558 of 1964 entered into between Ragho Baloo Mhatre (therein referred to as ‘the Releasor’) of the One Part and Naresh Nagindas Khandwala and Kanchanlal Mansukhlal Shah (therein referred to as ‘the Releasees’) of the Other Part, the Releasor therein conveyed, assigned and released all his right, title and interest *inter alia* in respect of the Larger Land in favour of Releasees therein for the consideration

as mentioned therein together with the benefit of right of way as mentioned in aforesaid Indenture dated 15th November, 1961.

- (h) Thereafter, by and under an Indenture dated 29th March, 1965 registered with the Sub-Registrar of Bandra under Serial No. BND-664 of 1965 entered into between Naresh Nagindas Khandwala and Kanchanlal Mansukhlal Shah (therein referred to as 'the Vendors') of the First Part and Kantilal Devchand Shah and Thakorlal Virchand Shah (therein referred to as 'the Confirming Party') of the Second Part and Kantilal Devchand Shah, Thakorlal Veerchand Shah, Nagindas Virchand Shah, Shantilal Comaji Shah and Champaklal Bhikhaji Shah all of them carrying on business in partnership under the name and style of M/s. D.D. Shah & Co. (therein referred to as 'the Purchaser') of the Third Part, the Vendors therein with the confirmation of Confirming Party therein granted, sold and conveyed the Larger Land in favour of the Purchaser therein together with the benefit of right of way granted under the Indenture dated 15th November, 1961 as mentioned above for the consideration as mentioned therein.
- (i) Thereafter, it appears that Official Assignee, High Court, Bombay was appointed as the Assignee of right, title and interest of D.D. Shah & Co., Kantilal Devchand Shah, Thakorlal Virchand Shah and Kantilal Devchand Shah, Thakorlal Veerchand Shah, Nagindas Veerchand Shah, Shantilal Comaji Shah and Champaklal Bhikaji Shah. A Suit being Suit No. 3 of 1974 ("1974 Suit") was filed by Central Bank of India in the Hon'ble Bombay High Court against the said Official Assignee for the aforesaid D.D. Shah & Co. and Kantilal Devchand Shah, Thakorlal Veerchand Shah, Nagindas Veerchand Shah, Shantilal Comaji Shah and Champaklal Bhikaji Shah and the Court Receiver. We have not perused the papers and proceedings in respect of 1974 Suit.
- (i) Thereafter, by and under Judges Order dated 19th August, 1977 passed by the Hon'ble Bombay High Court in the said Suit No. 3 of 1974, the Hon'ble

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Bombay High Court confirmed the sale of the Larger Land dated 4th July, 1977 in favour of M/s. Vickers Sperry of India Limited ("VSIL") for the consideration as mentioned therein. Further, by and under Certificate of Sale dated 19th August, 1977 under Section 65 and Order XXI Rule 94 of the Code of Civil Procedure, 1908, it was *inter alia* recorded that the Larger Land together with the structures standing thereon was knocked down to VSIL who was the highest bidder subject to the confirmation of the Hon'ble Bombay High Court and consequently the said sale has been confirmed by the Hon'ble Bombay High Court under the aforesaid Judges Order dated 19th August, 1977 in favour of VSIL. We have been informed by the Company that thereafter, the name of M/s. Vickers Sperry of India Limited was changed to Vickers System International Limited.

- (k) By and under an Agreement dated 27th March, 1996 entered into between Vickers System International Limited (therein referred to as 'the Vendors') of the First Part and Mahindra & Mahindra Limited (therein referred to as 'the Purchaser') ("MML") of the Other Part, VSIL *inter alia* agreed to sell to the Company and the Company agreed to purchase from VSIL the said Land being part of the Larger Land together with the structures standing thereon for the consideration and on the terms and conditions as mentioned therein.
- (l) By and under a Certificate under Section 269 UL (3) of the I.T. Act, 1961 dated 28th May, 1996, the Appropriate (I.T. Deptt.) certified that it has no objection to the transfer of the immovable property being the said Land by VSIL to MML. It was stated therein that the certificate was issued without any prejudice to any income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.
- (m) By and under a Possession Letter dated 15th March, 1997, addressed by VSIL to MML, VSIL recorded therein that they have handed over and delivered vacant possession of the said Land to MML, as per the Agreement for Sale dated 27th March, 1996.

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- (n) Thereafter, by and under Deed of Confirmation dated 30th September, 2005 registered with the Sub-Registrar of Mumbai under Serial No. BDR-2/05814/2005 entered into between VSIL (therein referred to as 'the Vendors') of the One Part and MML (therein referred to as 'the Purchaser') of the Other Part, VSIL and MML *inter alia* confirmed that VSIL granted, conveyed and allotted the said Land together with the structures standing thereon to MML for the consideration as mentioned therein and further *inter alia* confirmed the said Agreement dated 27th March, 1996 entered into between them. By and under receipt dated 11th October, 2005, VSIL *inter alia* confirmed that VSIL has received the entire consideration from the Company as provided in Agreement dated 27th March, 1996 as aforesaid.
- (o) Thereafter, by and under an Agreement dated 6th October, 2010 registered with the office of the Sub Registrar of Assurances under Serial No.9284 of 2010 ("the said Agreement for Sale") entered into between MML (therein referred to as 'the Owner') of the One Part and the Company (therein referred to as 'MLDL') of the Other Part, MML *inter alia* agreed to sell, convey and transfer the said Land along with the structures standing thereon to the Company in consideration of the Company having agreed to develop at its own costs and expenses and handed over to MML the commercial / office building on the land bearing C.T.S. No.168-B of Village Akurli admeasuring 3,233 square meters ("Plot No.168-B") on the terms and conditions as mentioned therein.
- (p) By and under a Letter dated 20th June, 2011, addressed by the Office of the Dy. Ch. Engg. (Storm Water Drains), MCGM to M/s. Daisaria Associates, Architects, MCGM issued major nalla remarks and considered the request to train and construct the major nalla in R.C.C. and to cover the existing covered portion of the nalla with R.C.C. slab by demolishing the existing covered portion of the nalla in U.C.R. coming in the alignment of right of way for the said Land, Plot No. 168-B and 170 of Village Akurli, Kandivali (East), Mumbai subject to the conditions as mentioned therein.
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- (q) Pursuant to the said Agreement for Sale, the Company constructed and developed the commercial / office building on Plot 168-B in accordance with the terms of the Agreement for Sale, sanctioned plans and applicable laws and have obtained Occupation Certificate bearing No. CHE / A-4988 / BP(WS) / AR dated 1st June, 2015 in respect thereof and thereafter, the Company has handed over the said commercial / office building on the Plot 168-B to MML in accordance with the said Agreement for Sale.
- (r) Thereafter, by and under Deed of Conveyance dated 16th April, 2018 entered into between MML (therein referred to as the Vendor) of the One Part and the Company (therein referred to as the Purchaser) of the Other Part registered with the office of the Sub-Registrar of Assurances under Serial No. BRL-1/4325 of 2018, MML *inter alia* sold and transferred the said Land in favour of the Company for the consideration as mentioned therein.

4. REVENUE RECORDS

- (a) PR Card in respect of CTS No. 168-A reflected the name of MML as holder thereof and reflects the area admeasuring 4,463.50 square meters and the same needs to be updated in the name of the Company.
- (b) The 7/12 extract in respect of Survey No.19 Hissa No.1/3 (part) reflects the name of the M/s. D.D. Shah & Co. and further reflects the area of 1 Acre and 38 ½ Gunthas equivalent to about 7,943 square meters. The 7/12 extract requires to be updated to reflect the name of the Company as the holder thereof. The aforesaid 7/12 extract reflects the mutation entries as mentioned below:
- (i) Mutation Entry No.385 dated 17th January, 1965 *inter alia* records the transaction under the Indenture dated 15th November, 1961 under which the Larger Land was purchased by Naresh Nagindas Khandvala, Kanchanlal Mansukhlal Shah and Ragho Baloo Mhatre and consequently, Talathi of Village Akurli recorded names of the said

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Naresh Nagindas Khandvala, Kanchanlal Mansukhlal Shah and Ragho Baloo Mhatre as holders thereof on 7/12 extract.

- (ii) Mutation Entry No.386 dated 17th January, 1965 *inter alia* records the release of the of rights of one of the holder i.e. Ragho Baloo Mhatre in favour of said Naresh Nagindas Khandvala and Kanchanlal Mansukhlal Shah by way of Release Deed dated 19th February, 1964 as aforesaid, pursuant to which the names of said Naresh Nagindas Khandvala and Kanchanlal Mansukhlal Shah were retained as the holders thereof on 7/12 extract.
- (iii) Mutation Entry No.394 dated 10th February, 1966 *inter alia* recorded the name of M/s. D. D. Shah & Co. as the holders thereof on 7/12 extract pursuant to the aforesaid Indenture dated 29th March, 1965 under which the said Naresh Nagindas Khandvala and Kanchanlal Mansukhlal Shah sold and conveyed to M/s. D. D. Shah & Co.
- (iv) Mutation Entry No. 554 dated 11th July, 2011 *inter alia* recorded that the Larger Land as comprised in larger land bearing Survey No.19 was given new Survey number being Survey No.19, Hissa No. 1/3(part) admeasuring 1 Acre – 38 ½ Gunthas and the name of M/s. D.D. Shah & Co. was recorded as the holder thereof.

5. RIGHT OF WAY

- (a) By and under an Agreement dated 7th October, 2010 entered into between MML and the Company (therein referred to as 'the Grantors') of the One Part and Acme Housing India Private Limited and Glomore Constructions (therein referred to as 'the Grantees') of the Other Part, the Grantors therein *inter alia* agreed to grant a right of way through a passage as more particularly set out therein which comprised of about 433.77 square meters out of the said Land owned by MML to the Grantees therein for a consideration and upon terms and conditions as mentioned therein.

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- (b) By and under Deed of Grant of Right of Way dated 7th March, 2011 registered at the Office of Sub-Registrar of Bandra under Serial No.BDR-2/2098 of 2011 entered into between MML and the Company (therein referred to as 'the Grantors') of the One Part and Acme Housing India Private Limited and Glomore Constructions (therein referred to as 'the Grantees') of the Other Part, the Grantors therein *inter alia* granted a right of way through a passage as more particularly set out therein which comprised of about 433.77 square meters out of the said Land owned by MML to the Grantees therein for a consideration and upon terms and conditions as mentioned therein.

6. MORTGAGE/ CHARGE

We have been informed by the Company that the said Land has not been mortgaged by the Company with any financial institution and/or bank and/or any other party.

7. ULC APPROVALS / PERMISSIONS

- (a) By and under an Order dated 30th August, 1978 ("ULC Exemption Order") passed by Industries Officer (UL (C & R)) under Section 20 (1) of Urban Land (Ceiling and Regulation) Act, 1976 ("ULCR Act") addressed to Vickers System International Limited, Government of Maharashtra exempted the vacant land admeasuring 1,927.51 square meters out of the Larger Land from the provisions of Chapter III of ULCR Act subject to the terms and conditions as mentioned therein.
- (b) By and under an Order dated 9th March, 2018 addressed by the Collector and Competent Officer (Urban Land and Ceiling) of the Greater Mumbai, it is *inter alia* held that terms and conditions of the ULC Exemption Order are not applicable to the said Land.

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8. FACTORY CLOSURE PERMISSION

By and under a Letter dated 17th June, 2004, addressed by office of the Joint Director of Industries, Industrial Chemical Laboratory to VSIL, NOC for closing of factory was granted.

9. D.P. REMARK

By and under Development Planning Remark dated 4th October, 2010 issued by Municipal Corporation of Greater Mumbai inter-alia in respect of the said Land, the zone of the said Land has been mentioned as Special Industrial Zone (I3). Further, the said DP Remarks mentioned that certain portion of the said Land is reserved for part of 18.30 meters D.P. Road.

10. SEARCHES AT THE OFFICE OF THE SUB REGISTRAR

- (a) We have caused to undertake searches at the offices of the Sub-Registrar of Assurances at Mumbai and Bandra for a period of 62 years (i.e. from 1956 to 2018) with respect to the said Land. The documents reflected in the Search Report dated 24th September, 2015, 8th November, 2016, 2nd January, 2018 and 11th May, 2018 issued by Mr. Ashish Javeri, Title Investigator are set out in an annexure marked and annexed as Annexure - "C" hereto.
- (b) The documents listed at Serial No. 5, 7, 11 and 12 of the Annexure - "C" are mentioned hereinbelow:
- (i) Deed of Conveyance dated 25th November, 1991 registered with the office of the Sub Registrar of Assurances under serial no.5712 of 1992 executed between M/s. Vickers Systems International Limited of the one part and M/s. Mahindra & Mahindra Limited of the other part wherein VSIL transferred and conveyed unto the Company a piece of land admeasuring 3,230.49 square meters out of the said Larger Land for the consideration as mentioned therein. The Company has informed
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us that this Deed of Conveyance dated 25th November, 1991 pertains to the Plot No.168-B.

- (ii) Agreement dated 14th September, 1967 registered with the office of the Sub Registrar of Assurances under serial no. 2046 of 1967 and executed between D.D. Shah & Co. and Municipal Commissioner, Bombay Municipal Corporation enlisting the terms and conditions with respect to the proposed development of the said Larger Land. One of the relevant condition as mentioned therein is that the user of all the plot shall be for industrial purpose and no change of user shall be permitted except with the specific sanction of the Municipal Commissioner in writing.
- (iii) Affidavit dated 13th April, 2011 registered with the office of the Sub Registrar of Assurances under serial no. 3293 of 2011 executed by (i) Mahindra & Mahindra Limited (ii) Mahindra Life Space Developers Limited in favour of MCGM (which pertains to Plot No.168-B) undertaking to comply with certain development related terms and conditions as mentioned therein.
- (iv) Affidavit dated 28th August, 2012 registered with the office of the Sub Registrar of Assurances under serial no. 7375 of 2012 executed by Mahindra & Mahindra Limited in favour of Executive Engineer, Building Proposal, R/Ward, Mumbai Municipal Corporation (which pertains to Plot No.168-B) undertaking they shall not extend the building vertically or horizontally in future in lieu of fungible FSI.
- (v) Affidavit dated 15th May, 2015 registered with the office of the Sub Registrar of Assurances under Serial No. 3688 of 2015 executed by Mahindra & Mahindra Limited in favour of Municipal Commissioner, MCGM (which pertains to Plot No.168-B) under which Mahindra &

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Mahindra Limited gave certain undertakings as more particularly set out therein.

11. SEARCHES AT THE REGISTRAR OF COMPANIES

As per the records of the Company inspected on the website of the Ministry of Company Affairs on 14th May, 2018, there are no charges reflected as being created and registered by the Company with respect to the said Land.

12. PUBLIC NOTICE CLAIMS

Pursuance to the issuance of our Public Notice in newspapers viz. Free Press Journal and Navshakti on 19th April, 2018, no claims have been received by us.

13. OPINION:

Based on the aforesaid steps we have undertaken, we are of the view that the title of the Company to the said Land is clear and marketable subject to what is stated herein above.

DATED THIS 16th DAY OF MAY, 2018

For Wadia Ghandy & Co.

Partner

ANNEXURE "A"

(List of original title deeds and documents inspected)

1. Agreement dated 27th March, 1996 entered into between Vickers System International Limited (therein referred to as 'the Vendors') of the First Part and the Company (therein referred to as 'the Purchaser') of the Other Part.
2. Deed of Confirmation dated 30th September, 2005 registered with the Sub-Registrar of Mumbai under Serial No. BDR-2/05814/2005 entered into between VSIL (therein referred to as 'the Vendors') of the One Part and MML (therein referred to as 'the Purchaser') of the Other Part.
3. Agreement dated 6th October, 2010 registered with the office of the Sub Registrar of Assurances under Serial No.9284 of 2010 ("the said Agreement for Sale") entered into between the MML (therein referred to as 'the Owner') of the One Part and the Company (therein referred to as 'MLDL') of the Other Part.
4. Deed of Conveyance dated 16th April, 2018 registered with the office of the Sub Registrar of Assurances under Serial No 4325 of 2018 executed by and between MML and the Company.
5. Irrevocable Power of Attorney dated 16th April, 2018 registered with the office of the Sub Registrar of Assurances under Serial No 4326 of 2018 executed by and between MML and the Company.

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ANNEXURE "B"

(List of copy of the documents relating to the said Land reviewed by us)

1. Indenture dated 18th July, 1961 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-4791 of 1961 entered into between Pratapsingh Mathuradas, Chaturbhuj Goardhandas and Dwarkadas Jamnadas (therein referred to as 'the Continuing Trustees') of the One Part and Pratapsingh Mathuradas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Valubhdas Vasanji Mariwala and Devji Ratansay (therein referred to as 'the Trustees') of the Other Part.
2. Declaration dated 28th August, 1961 registered with the Sub-Registrar of Bombay under Serial No. BOM-5961 of 1961 executed by Ramanlal Gokuldas Saraiya.
3. Indenture dated 15th November, 1961 registered with the office of Sub-Registrar of Bombay under Serial No. BOM-7682 of 1961 entered into between Pratapsingh Mathuradas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Valubhdas Vasanji Mariwala and Devji Ratansay, the Trustees of BGM Trust (therein referred to as 'the Vendors') of the First Part, Naresh Nagindas Khandwala, Kanchanlal Mansukhlal Shah and Ragho Baloo Mhatre (therein referred to as 'the Purchasers') of the Second Part, Mrs. Kamal Gangadhar Dange (therein referred to as 'the First Confirming Party') of the Third Part and the said Ragho Baloo Mhatre (therein referred to as 'the Second Confirming Party') of the Fourth Part.
4. Indenture dated 19th February, 1964 registered with the Sub-Registrar of Bombay under Serial No. BOM-R-558 of 1964 entered into between Ragho Baloo Mhatre (therein referred to as 'the Releasor') of the One Part and Naresh Nagindas Khandwala and Kanchanlal Mansukhlal Shah (therein referred to as 'the Releasees') of the Other Part.

5. Indenture dated 29th March, 1965 registered with the Sub-Registrar of Bandra under Serial No. BND-664 of 1965 entered into between Naresh Nagindas Khandwala and Kanchanlal Mansukhlal Shah (therein referred to as 'the Vendors') of the First Part and Kantilal Devchand Shah and Thakorlal Virchand Shah (therein referred to as 'the Confirming Party') of the Second Part and Kantilal Devchand Shah, Thakorlal Veerchand Shah, Nagindas Virchand Shah, Shantilal Comaji Shah and Champaklal Bhikhaji Shah all of them carrying on business in partnership under the name and style of M/s. D.D. Shah & Co. (therein referred to as 'the Purchaser') of the Third Part.
6. Judges Order dated 19th August, 1977 passed by the Hon'ble Bombay High Court in Suit No. 3 of 1974.
7. Agreement dated 27th March, 1996 entered into between VSIL (therein referred to as 'the Vendors') of the First Part and MML of the Other Part.
8. Certificate under Section 269 UL (3) of the I.T. Act, 1961 dated 28th May, 1996.
9. Possession Letter dated 15th March, 1997, addressed by VSIL to MML.
10. Deed of Confirmation dated 30th September, 2005 registered with the Sub-Registrar of Mumbai under Serial No. BDR-2/05814/2005 entered into between VSIL (therein referred to as 'the Vendors') of the One Part and MML (therein referred to as 'the Purchaser') of the Other Part.
11. Agreement dated 6th October, 2010 registered with the office of the Sub Registrar of Assurances under Serial No.9284 of 2010 entered into between MML (therein referred to as 'the Owner') of the One Part and the Company (therein referred to as 'MLDL') of the Other Part.

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12. Letter dated 20th June, 2011, addressed by the Office of the Dy. Ch. Engg. (Storm Water Drains), MCGM to M/s. Daisaria Associates, Architects.
13. Occupation Certificate bearing No. CHE / A-4988 / BP(WS) / AR dated 1st June, 2015.
14. Deed of Conveyance dated 16th April, 2018 entered into between MML (therein referred to as the Vendor) of the One Part and the Company (therein referred to as the Purchaser) of the Other Part registered with the office of the Sub-Registrar of Assurances under Serial No. BRL-1/4325 of 2018.
15. Agreement dated 7th October, 2010 entered into between MML and the Company (therein referred to as 'the Grantors') of the One Part and Acme Housing India Private Limited and Glomore Constructions (therein referred to as 'the Grantees') of the Other Part.
16. Deed of Grant of Right of Way dated 7th March, 2011 registered at the Office of Sub-Registrar of Bandra under Serial No. BDR-2/2098 of 2011 entered into between MML and the Company (therein referred to as 'the Grantors') of the One Part and Acme Housing India Private Limited and Glomore Constructions (therein referred to as 'the Grantees') of the Other Part.
17. Order dated 30th August, 1978 ("**ULC Exemption Order**") passed by Industries Officer (UL (C & R)) under Section 20 (1) of Urban Land (Ceiling and Regulation) Act, 1976 ("**ULCR Act**") addressed to VSIL.
18. Order dated 9th March, 2018 addressed by the Collector and Competent Officer (Urban Land and Ceiling) of the Greater Mumbai.
19. Letter dated 17th June, 2004, addressed by office of the Joint Director of Industries, Industrial Chemical Laboratory to VSIL.

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20. Development Planning Remark dated 4th October, 2010 issued by Municipal Corporation of Greater Mumbai.
21. Deed of Conveyance dated 25th November, 1991 registered with the office of the Sub Registrar of Assurances under serial no.5712 of 1992 executed between VSIL of the one part and MML of the other part.
22. Agreement dated 14th September, 1967 registered with the office of the Sub Registrar of Assurances under serial no. 2046 of 1967 and executed between D.D. Shah & Co. and Municipal Commissioner, Bombay.
23. Affidavit dated 13th April, 2011 registered with the office of the Sub Registrar of Assurances under serial no. 3293 of 2011 executed by (i) MML (ii) Company.
24. Affidavit dated 28th August, 2012 registered with the office of the Sub Registrar of Assurances under serial no. 7375 of 2012 executed by MML in favour of Executive Engineer, Building Proposal, R/Ward, Mumbai Municipal Corporation.
25. Affidavit dated 15th May, 2015 registered with the office of the Sub Registrar of Assurances under Serial No. 3688 of 2015 executed by MML.
26. Property Register Card dated 2nd November, 2016 in respect of the said Land.
27. 7/12 extract in respect of Survey No.19 Hissa No.1/3 (part) together with the mutation entries as reflected therein.

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ANNEXURE "C"

(Copies of the deeds and documents reflected in Search Report dated 24th September, 2015, 8th November, 2016, 2nd January, 2018 and 11th May, 2018)

1. Deed of appointment of New Trustees & Transfer dated 18th July, 1961 registered with the office of the Sub Registrar of Assurances under Serial No. 4791 of 1961 and executed by and between (i) Pratapsing Mathurdas, (ii) Chaturbhuj Gordhandas, (iii) Dwarkadas Jamnadas as Continuing Trustees of Bombay Gorakshak Mandali of the one part and Pratapsing Mathurdas, Chaturbhuj Gordhandas, Dwarkadas Jamnadas, Ramanlal Gokuldas Saraiya, Vallabhdas VasANJI Maratwalla and Devji Rattansey as the Present Trustees of Bombay Gorakshak Mandali of the one part.
2. Deed of Conveyance dated 15th November, 1961 registered with the office of the Sub Registrar of Assurances under Serial No.7682 of 1961 and executed by and between (i) Pratapsing Mathurdas, (ii) Chaturbhuj Gordhandas, (iii) Dwarkadas Jamnadas, (iv) Ramanlal Gokuldas Saraiya, (v) Vallabhdas VasANJI Maratwalla, (vi) Devji Rattansey of the one part and (i) Naresh Nagindas Khandwalla, (ii) Kanchanlal Mansukhlal Shah and (iii) Ragho Baloo Mhatre of the other part.
3. Release Deed dated 19th February, 1964 registered with the office of the Sub Registrar of Assurances under Serial No.558 of 1964 and executed by Ragho Baloo Mhatre in favour of (i) Naresh Nagindas Khandwalla and (ii) Kanchanlal Mansukhlal Shah.
4. Deed of Declaration and Deed of Confirmation dated 28th August, 1961 registered with the office of the Sub Registrar of Assurances under Serial No.5961 of 1961 executed by Ramanlal Gokuldas Saraiya.

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5. Deed of Conveyance dated 25th November, 1991 registered with the office of the Sub Registrar of Assurances under Serial No.5712 of 1992 executed between VSIL of the one part and MML of the other part.
6. Deed of Conveyance dated 29th March, 1965 registered with the office of the Sub Registrar of Assurances under Serial No.664 of 1965 executed between (i) Naresh Nagindas Khandwalla, (ii) Kanchanlal Mansukhlal Shah, (iii) Kantilal Devchand Shah, (iv) Thakorlal Virchand Shah of the one part and (i) Kantilal Devchand Shah, (ii) Thakorlal Virchand Shah, (iii) Nagindas V.Shah, (iv) Shantilal Gomji Shah and (v) Champaklal Bhikaji Shah of the other part.
7. Agreement dated 14th September, 1967 registered with the office of the Sub Registrar of Assurances under Serial No.2046 of 1967 and executed between D.D. Shah & Co. and Municipal Commissioner, Bombay Municipal Corporation.
8. Deed of Confirmation dated 30th September, 2005 registered with the office of the Sub Registrar of Assurances under Serial No.5814 of 2005 executed between VSIL of the one part and MML of the other part.
9. Development Agreement dated 6th October, 2010 registered with the office of the Sub Registrar of Assurances under Serial No.9284 of 2010 executed between MML of the one part and the Company of the other part.
10. Agreement dated 7th March, 2011 registered with the office of the Sub Registrar of Assurances under Serial No. 2098 of 2011 executed by and between (i) MML (ii) MLDL of the one part and (i) Acme Housing India Private Limited and (ii) Glowmore Construction of the other part.
11. Affidavit dated 13th April, 2011 registered with the office of the Sub Registrar of Assurances under Serial No. 3293 of 2011 executed by (i) MML (ii) Company

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12. Affidavit dated 28th August, 2012 registered with the office of the Sub Registrar of Assurances under Serial No.7375 of 2012 executed by MML in favour of Executive Engineer, Building Proposal, R/Ward, Mumbai Municipal Corporation.
13. Affidavit dated 15th May, 2015 registered with the office of the Sub Registrar of Assurances under Serial No. 3688 of 2015 executed by MML;
14. Deed of Conveyance dated 16th April, 2018 entered into between MML and the Company registered with the office of the Sub-Registrar of Assurances under Serial No. BRL-1/4325 of 2018.

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