



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

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NL/NAR/10269/4242/2022

To,

MahaRERA

6th and 7th Floor,
Housefin Bhavan,
Plot No. C- 21, E Block,
Bandra Kurla Complex,
Bandra (E),
Mumbai 400051

LEGAL TITLE REPORT

- Re: (1) All those pieces and parcels of land collectively admeasuring about 73,869.31 square meters as per title deeds and documents and 72,381.30 square meters as per property register cards and bearing (i) Survey No. 386/1 of Village Malad corresponding to CTS No. 838 of Village Malad (South) Taluka Malad and Survey No. 387 of Village Malad corresponding to CTS No. 752, CTS Nos. 752/1 to 127, CTS No. 753, CTS Nos. 753/1 to 5 of Village Malad, (ii) CTS Nos. 793, 793/1 to 6 of Village Malad, and (iii) CTS No. 13 of Village Chinchavali situate, lying, and being at Taluka Malad, all in Mumbai Suburban District and in the Konkan Division of the State of Maharashtra, situate, lying and being at Junction of 18.30 meters wide Chinchavali Bundar Road and 18.30 meters wide Nanabhai Bhuleshwar Road, Malad (West), Mumbai ("the Larger Land").
- (2) All those pieces and parcels of land collectively admeasuring about 16,075.90 square meters and bearing (i) Survey No. 386/1 (part) of Village Malad, Taluka Borivali, corresponding to CTS No. 838 (part) (admeasuring 15,544.30 square meters) of Village Malad (South), Taluka Malad, of Mumbai Suburban District and (ii) CTS No. 13 (admeasuring 531.60 square meters) of Village Chinchavali, Taluka Malad ("the said Land"). The said Land is affected by the playground reservation and forms part of the Larger Land. The said Land together with approximately 20 structures standing thereon ("the said Structures") is hereinafter referred to as "the said Property".

Sub: Title Clearance Certificate with respect to the said Property.

1. We have investigated the title of the said Property on the request of (I) **PRAKASH COTTON MILLS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1st Floor, Apsara Cinema, Lamington Road, Mumbai - 400 007 ("the Owner") to the said Property and (II) **CHANDAK REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 807-808, Hubtown Solaris, 8th Floor, N. S. Phadke Marg, Opposite Teli Gully, Near Regency Hotel, Andheri (E), Mumbai - 400 069 ("the Developer") to undertake development of the said Property and have perused the following documents:

(i) Description of the said Property:

- (a) All those pieces and parcels of land collectively admeasuring about 16,075.90 square meters and bearing (i) Survey No. 386/1 (part) of Village Malad, Taluka Borivali, corresponding to CTS No. 838 (part) (admeasuring 15,544.30 square meters) of Village Malad (South), Taluka Malad, of Mumbai Suburban District and (ii) CTS No. 13 (admeasuring 531.60 square meters) of Village Chinchavali, Taluka Malad together with approximately 20 structures standing thereon. The said Land is affected by the playground reservation and forms part of the Larger Land. The said Land is bounded as follows:

On the East by : Lands bearing CTS Nos. 12A/2B, 1, 977, 961, 960, 939 A/12, 934, 935, 751;
On the West by : 18.30 meters wide North South DP Road;
On the North by : 13.40 meters wide East West DP Road; and
On the South by : 18.30 meters wide East West DP Road.

(ii) Documents for ownership and development of the said Property:

- (a) Indenture of Conveyance dated 10th July, 1962 ("the said Conveyance") executed by and between (i) National and Grindlays Bank Limited in its capacity as the sole trustee of the Estate of Framroze Edulji Dinshaw, through its constituted attorney Diptish Chandra Sen Gupta (therein referred to as 'the Vendor') of the First Part, (ii) Filmistan Private Limited (therein referred to as 'the Confirming Party') of the Second Part and (iii) the Owner (therein referred to as 'the Purchaser') of the Third Part and registered with the Office of Sub-Registrar of Assurances under Serial No. BOM-3472 of 1962.
- (b) Articles of Agreement dated 11th August, 1962 ("the said Articles of Agreement") executed by and between the Owner (therein referred to as 'the Lessors') of the One Part and (1) Lokenath Jalan, (2) Tolaram Jalan and (3) Lalta Prasad Goenka therein described as the trustees of Ramkumar Jalan Public Charitable Trust (therein referred to as 'the Lessees' and hereinafter referred to as "the said Trust") of the Other Part.
- (c) Deed of Confirmation dated 25th June, 1974 ("Deed of Confirmation") executed by and between the Owner (therein referred to as 'the Company') of the One Part and (1) Lokenath Jalan, (2) Tolaram Jalan and (3) Lalta Prasad Goenka, the then trustees of the said Trust (therein referred to as 'the Lessees') of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. BOM-S-2252 of 1974.
- (d) Deed of Surrender dated 3rd July, 1999 ("Deed of Surrender") executed by and between the said Trust (therein referred to as 'the Lessee') of the One Part and the Owner (therein referred to as 'the Lessors') of the Other Part.

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- (e) Development Agreement dated 29th August, 2022 ("**Development Agreement**") executed by and between the Owner and the Developer and registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13510 of 2022.
- (f) Power of Attorney dated 29th August, 2022 ("**Power of Attorney**") and registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13511 of 2022 executed by the Owner in favour of the Developer.
- (g) Specific Power of Attorney dated 29th August, 2022 ("**Specific Power of Attorney**") and registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13514 of 2022 executed by the Owner in favour of the Developer.

(iii) Revenue Records:

- (a) Property Register Card dated 19th July, 2022 of the land bearing CTS No. 838 of Village Malad (South) inter-alia reflects that the area of this land is 34,137.20 square meters and the name of 'Prakash Cotton Mills' is reflected as owner/holder thereof.
- (b) Property Register Card dated 19th July, 2022 of the land bearing CTS No. 13 of Village Chinchavali inter-alia reflects that the area of this land is 531.60 square meters and the Owner i.e., Prakash Cotton Mills Private Limited is reflected as owner/holder thereof.
- (c) Certified copy dated 22nd September, 2022 of the VII/XII Extract of the land bearing Survey No. 386/1 of Village Malad records the name of the Owner i.e. 'Prakash Cotton Mills Private Limited' as the owner/holder thereof.

(iv) Searches undertaken at the office of Sub-Registrar of Assurances:

- (a) We have caused searches to be undertaken as the office of the concerned Sub-Registrar of Assurances through search clerk for a period of 68 years from 1955 to 1st March, 2022. In this regard, the search clerk has furnished us search report dated 14th September, 2022, details of the same are set out in the **Annexure "A"**.

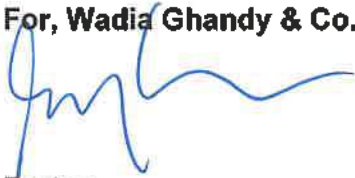
2. On perusal of the above documents and the other relevant documents as set out in the **Annexure "A"** and subject to (i) all that is stated herein above and in **Annexure "A"** (ii) the pending litigations set out in the **Annexure "A"**, (iii) the terms and conditions of all the approvals obtained by the Developer from time to time, and (iv) obtainment of all the permissions and approvals for the development of the said Property, we are of the opinion that:

- (i) the title of the Owner to the said Property is clear and marketable; and
- (ii) the title of the Developer to develop the said Property in accordance with the Development Agreement dated 29th August, 2022 is clear and marketable.

3. The report reflecting the flow of title of the Owner and the Developer with respect to the said Property is enclosed herewith as **Annexure "A"**. This Legal Title Report must be read together with all that is stated in the **Annexure "A"**.

Dated this 28th day of December, 2022

For, Wadia Ghandy & Co.

A handwritten signature in blue ink, appearing to be 'Jm', with a long horizontal flourish extending to the right.

Partner

Encl: Annexure "A" – Flow of title of the said Land.

Annexure "A"**(Flow of title of the said Land)****1. Ownership of the said Property**

- (a) By and under an Indenture of Conveyance dated 10th July, 1962 i.e. the said Conveyance executed by and between (i) National and Grindlays Bank Limited in its capacity as the sole trustee of the Estate of Framroze Edulji Dinshaw, through its constituted attorney Diptish Chandra Sen Gupta (therein referred to as 'the Vendor') of the First Part, (ii) Filmistan Private Limited (therein referred to as 'the Confirming Party') of the Second Part and (iii) the Owner (therein referred to as 'the Purchaser') of the Third Part and registered with the Office of Sub-Registrar of Assurances under Serial No. BOM-3472 of 1962, the Vendor therein at the request and direction of the Confirming Party therein conveyed unsurveyed land admeasuring 25,427 square yards (equivalent to 21,260.21 square meters) and formerly assessed by the Notified Area Committee Nos. 135, 135A, 136, 137, 138, 139, 140 and 141 and assessed by the Municipality of Bombay under approximately 35 (thirty-five) Ward Numbers, more particularly set out therein together with the adjoining plot of land admeasuring 13 Acres (equivalent to 52,609.10 square meters) aggregating to 73,869.31 square meters approximately together with the structures standing thereon to the Owner, in the manner as set out therein. In this regard,
- (i) The Owner has declared and stated that the property which is subject matter of the said Conveyance is the Larger Land.
- (ii) M/s. S. S. Associates ("the Licensed Surveyor") has vide Certificate dated 19th September, 2022 ("the Licensed Surveyor Certificate"), certified basis superimposition of the boundaries of the land mentioned in the Schedule of the said Conveyance with the boundaries of the Larger Land, that the land which is conveyed vide the said Conveyance is the Larger Land.
- (iii) Vide the Order dated 5th September, 2022 passed by the Hon'ble Additional Collector, Mumbai Suburban District at Bandra in RTS Appeal No. 12 of 2022 (detailed hereinbelow in the Paragraph A.6(b) below), the Hon'ble Additional Collector, Mumbai Suburban District has duly held that the land conveyed under the said Conveyance is the Larger Land and the Owner has been in undisputed possession of the Larger Land since the execution of the said Conveyance.
- (b) The Owner has declared that the copy of the plan annexed to the said Conveyance is not available and hence has not been furnished to us. Further, the original of the said Conveyance is lost and / or misplaced.
- (c) We have for the purposes of this Compendium on Title, taken the said Conveyance as the root of title of the Owner to the said Property (which forms part of the Larger Land).

- (d) By and under an unregistered Articles of Agreement dated 11th August, 1962 i.e. the said Articles of Agreement executed by and between the Owner (therein referred to as 'the Lessors') of the One Part and (1) Lokenath Jalan, (2) Tolaram Jalan and (3) Lalta Prasad Goenka therein described as the trustees of Ramkumar Jalan Public Charitable Trust (therein referred to as 'the Lessees' and hereinafter referred to as "the said Trust") of the Other Part, the Owner agreed to let and demise all the sheds and structures standing on the Larger Land on a monthly tenancy basis in favour of the said Trust in respect of the demised structures, in the manner and on the terms and conditions as set out therein.
- (e) By and under a Deed of Confirmation dated 25th June, 1974 i.e. the Deed of Confirmation executed by and between the Owner (therein referred to as 'the Company') of the One Part and (1) Lokenath Jalan, (2) Tolaram Jalan and (3) Lalta Prasad Goenka, the then trustees of the said Trust (therein referred to as 'the Lessees') of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. BOM-S-2252 of 1974, the Parties therein confirmed (i) the execution of the Articles of Agreement, and (ii) the Articles of Agreement is subsisting between the parties and shall continue in full force and binding upon the parties to the Articles of Agreement and the Deed of Confirmation in the same manner and in all respects as if the same had been duly registered as required by law, in the manner and on the terms and conditions as set out therein.
- (f) By and under a Deed of Surrender dated 3rd July, 1999 i.e. the Deed of Surrender executed by and between the said Trust (therein referred to as 'the Lessee') of the One Part and the Owner (therein referred to as 'the Lessors') of the Other Part, the said Trust assigned, surrendered, and quit claim of its leasehold rights in the portion of the Larger Land bearing CTS No. 838 of Village Malad which is reserved for the purposes of recreation ground, in the manner as set out therein. The area of the land reserved for the purposes of recreation ground is not mentioned under the Deed of Surrender. However, the Owner and the said Trust vide the First Consent Terms (as defined below) read along the Supplemental Consent Terms (as defined below) and the Second Consent Terms (as defined below) have duly accepted and confirmed that the area of the land which surrendered vide the Deed of Surrender is 16,075.90 square meters, i.e. the said Land.
- (g) By and under Development Agreement dated 29th August, 2022 i.e. the Development Agreement executed by and between the Owner and the Developer and registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13510 of 2022, the Owner has granted development rights with respect to the said Property in favour of the Developer, in the manner and on the terms and conditions as set out therein.
- (h) By and under Power of Attorney dated 29th August, 2022 i.e. the Power of Attorney and registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13511 of 2022, the Owner has granted various powers and authorities in favour of the Developer with respect to the development of the said Property, as more particularly set out therein.
- (i) By and under Specific Power of Attorney dated 29th August, 2022 i.e. the Specific Power of Attorney and registered with the Office of Sub-registrar

of Assurances at Serial No. BRL-4/13514 of 2022, the Owner granted powers to sign, execute and register the Agreement for Sale (as defined therein) with the allottees/purchasers of the new buildings to be constructed on the said Land in favour of the Developer, in the manner as more particularly set out therein.

2. **Revenue Records**

(a) Land bearing CTS No. 838 of Village Malad (South) (which forms part of the Larger Land and partly forms part of the said Land):

(i) We have perused the Property Register Card dated 19th July, 2022 of the aforesaid land bearing CTS No. 838 of Village Malad (South) and the same inter-alia reflects as follows:

- a. Area of this land is reflected as 34,137.20 square meters.
- b. The name of 'Prakash Cotton Mills' is reflected as owner/holder thereof. The Owner has declared that name of the Owner is inadvertently reflected as 'Prakash Cotton Mills' instead of 'Prakash Cotton Mills Private Limited'.
- c. By and under an Order dated 28th September, 1979 bearing Ref. No. N.A.A.D.D./Malad (W) 667 passed by the A. T., Non-Agriculture Department, an area admeasuring 344 square meters out of the land bearing CTS No. 838 was recorded as non-agricultural area for industrial purposes. The Licensed Surveyor has vide the Licensed Surveyor Certificate certified that this area of 344 square meters does not form part of the said Land.
- d. By and under an Order dated 27th November, 1998 bearing Ref. No. CTS/Malad/CTS No. 838/98/4111 passed by the Superintendent of Land Records, Mumbai Suburban District, the area recorded in the Property Register Card was confirmed.

(ii) We have perused the Kami Jastak Patra ("KJP") of land bearing Survey No. 386/1 of Village Malad which reflects that a portion thereof admeasuring 34,137.20 square meters corresponds to CTS No. 838 of Village Malad (South).

(iii) Further, we have been provided with the Enquiry Register of land bearing CTS No. 838 of Village Malad (South) which reflects that the same corresponds to land bearing Survey No. 386/1 of Village Malad and has reference to Chalta No. 73 and Sheet No. 91. With reference to the aforesaid Chalta No. 73 and Sheet No. 91, the Owner has furnished us copy of the Order dated 30th December, 1968 bearing reference no. *Sheet No. 91 / Chalta Nos. 73 to 209* passed by the Enquiry Officer – I, City Survey, Bombay Suburban District ("the said Order"), wherein the Enquiry Officer - I, City Survey, Bombay Suburban District has basis an enquiry conducted in this regard, held that

the property which is the subject matter of the said Order is purchased by the Owner from the National and Grindlays Bank Limited vide the said Conveyance.

- (iv) Mutation Entry No. 2433 dated 20th September, 2022 reflecting on VII/XII extract of the land bearing Survey No. 386/1 of Village Malad records the Order dated 5th September, 2022 passed by the Hon'ble Additional Collector, Mumbai Suburban District at Bandra in RTS Appeal No. 12 of 2022 (detailed hereinbelow in the Paragraph A.6(b) below) and further records to delete the name of Bombay Studio and record the name of the Owner i.e. 'Prakash Cotton Mills Private Limited' as the owner/holder of the land bearing Survey No. 386/1 of Village Malad.
- (v) We have perused the certified copy dated 22nd September, 2022 of the VII/XII Extract of the land bearing Survey No. 386/1 of Village Malad and the same records the name of the Owner i.e. 'Prakash Cotton Mills Private Limited' as the owner/holder thereof.
- (b) Land bearing CTS No. 13 of Village Chinchavali, Taluka Malad (which forms part of the Larger Land and entirely forms part of the said Land):
 - (i) We have perused Property Register Card dated 19th July, 2022 of the land bearing CTS No. 13 of Village Chinchavali, Taluka Malad and the same inter-alia reflects as follows:
 - a. Area of this land is reflected as 531.60 square meters.
 - b. The name of the Owner i.e., Prakash Cotton Mills Private Limited is reflected as owner/holder thereof.
 - (ii) We have perused the KJP and the Enquiry Register of land bearing CTS No. 13 of Village Chinchavali admeasuring 531.60 square meters which reflects that this land is 'Gaothan'. The Owner has declared and stated that there are no VII/XII Extracts for this land bearing CTS No. 13 of Village Chinchavali as the same falls in Gaothan area.

3. Mortgages/Encumbrances

- (a) The Owner and the Developer have declared that there are no mortgages and / or encumbrances created on the said Property and/or the development rights thereof.

4. Third Party Rights

- (a) The Owner and the Developer have declared that there are no allotments and pre-sales undertaken with regard to the premises to be constructed on the said Land.

5. Real Estate Regulatory Authority

- (a) The Owner and the Developer have declared that the project of development of the said Land is not yet registered as a 'real estate project' with Maharashtra Real Estate Regulatory Authority

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("MAHARERA") under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA Act").

6. **Litigations**

- (a) R.A.E. Suit No. 314/737 of 2001 before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai:
- (i) The Owner filed the R.A.E. Suit No. 314/737 of 2001 before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai against (i) the said Trust, (ii) Lalta Prasad, (iii) Gaurav Jalan and (iv) Ravindrakumar Jalan, as trustees of the said Trust inter-alia seeking directions from Hon'ble Court of Small Causes, Bandra Branch, Mumbai to direct the said Trust to handover the quiet, vacant, and peaceful possession of the Larger Land to the Owner.
 - (ii) Thereafter, the Parties in the R.A.E. Suit No. 314/737 of 2001 arrived at a settlement and accordingly filed Consent Terms dated 26th October 2005 ("**the First Consent Terms**") before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai. Under the First Consent Terms the area of the land under the said Deed of Surrender is 14,153.40 square metres.
 - (iii) By and under an Order dated 26th October 2005, the Hon'ble Court of Small Causes, Bandra Branch, Mumbai disposed-off the R.A.E. Suit No. 314/737 of 2001 in terms of the First Consent Terms.
 - (iv) The Owner, the said Trust, Gaurav Jalan and Ravindrakumar Jalan executed Supplemental Consent Terms dated 30th June 2022 ("**the Supplemental Consent Terms**") to the First Consent Terms, *inter-alia* rectifying the description of the land surrendered under the Deed of Surrender as the said Land i.e. all those pieces and parcels of land bearing (i) Survey No. 386/1 (part) of Village Malad, Taluka Borivali, corresponding to CTS No. 838 (part) (admeasuring 15,544.30 square meters) of Village Malad (South), Taluka Malad, of Mumbai Suburban District and (ii) CTS No. 13 (admeasuring 531.60 square meters) of Village Chinchavali, Taluka Malad, to be 16,075.90 square meters, in the manner as set out therein.
 - (v) The Owner filed Marji Application No. 75 of 2022 in the R.A.E. Suit No. 314/737 of 2001 ("**the said Marji Application**"), to seek permission of the Hon'ble Court of Small Causes, Bandra Branch, Mumbai to file the Supplemental Consent Terms in the R.A.E. Suit No. 314/737 of 2001.
 - (vi) By and under Order dated 17th August, 2022 ("**Marji Application Order**") passed by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai, the said Marji Application was rejected, for the reason that R.A.E. Suit No. 314/737 of 2001 is already disposed off and therefore, no consent terms, either fresh or supplementary were permitted to be taken on record.

- (vii) By and under a Letter dated 23rd August, 2022 (**"the said Letter"**), informed the said Trust that the Owner is in the process of physically demarcating and fencing the said Land area of 16,075.90 square metres, as the Owner is in the process of undertaking development of the same and requested the said Trust to remain present on site for the same.
 - (viii) By and under Letter dated 25th August, 2022, the said Trust responded to the said Letter and called upon the Owner to discuss and finalize the way forward in the matter prior to undertaking the physical demarcation and fencing of the said Land.
 - (ix) Aggrieved by the aforesaid actions of the said Trust and the trustees thereof, the Owner has filed R.A.D. Suit No. 387 of 2022 before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai against the said Trust, Gaurav Jalan, Ravindrakumar Jalan, Sanjiv Goenka and Ramkishore Singhi inter-alia seeking to direct the Defendants therein to accept and confirm the area of the said Land as 16,075.90 square meters.
 - (x) The Owner filed an Application in the R.A.D. Suit No. 387 of 2022 before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai inter-alia seeking interim reliefs as setout therein.
 - (xi) Thereafter by and under the Consent Terms dated 12th September, 2022 executed by and between the Owner and the said Trust, the Owner and the Trust have duly settled their dispute in relation to the R.A.D. Suit No. 387 of 2022 (**"the Second Consent Terms"**), in the manner as setout therein. Under the Second Consent Terms, the Owner and the said Trust has inter-alia agreed that the area of the said Land is 16,075.90 square meters and the said Trust does not have any right, title and interest in the said Property.
 - (xii) By and under an Order dated 12th September, 2022, the Hon'ble Court of Small Causes, Bandra Branch, Mumbai have recorded that the Second Consent Terms are filed, and the matter is adjourned to 21st September, 2022 for passing of the orders.
 - (xiii) By and under an Order dated 16th November, 2022 passed below Exhibit 11, the Hon'ble Court of Small Causes, Bandra Branch, Mumbai inter-alia held that the Second Consent Terms filed are legal, valid and enforceable and the parties were present before the Hon'ble Court and have admitted the terms of compromise and accordingly necessary order will be passed below Exhibit 1.
 - (xiv) By and under an Order dated 16th November, 2022 passed below Exhibit 1, the Hon'ble Court of Small Causes, Bandra Branch, Mumbai inter-alia disposed off the R.A.D. Suit No. 387 of 2022 in view of the detailed Order passed below Exhibit 11 and held that Decree may be drawn up according to the Second Consent Terms and that Second Consent Terms shall become part of the decree.
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- (xv) By and under a Decree dated 16th November, 2022, the Hon'ble Court of Small Causes, Bandra Branch, Mumbai disposed off the R.A.D. Suit No. 387 of 2022 in terms of the Second Consent Terms.
- (b) RTS Appeal No. 12 of 2022 filed before the Additional Collector, Bandra:
- (i) By and under an Application dated 28th January, 2020 filed by the Owner before the Talathi Sajja, Kurar, the Owner requested the Talathi, Sajja Kurar to record the name of the Owner as the holder/owner in the VII/XII extracts of land bearing Survey No. 386/1 of Village Malad (forms part of the said Land).
- (ii) By and under a Letter dated 17th February, 2020, the Talathi Sajja rejected the Owner's application and inter-alia held that the said Conveyance does not mention Survey Nos. and the names in the Index II of the said Conveyance does not match with the name on the VII/XII extracts of land bearing Survey No. 386/1 of Village Malad.
- (iii) Aggrieved by the aforesaid, the Owner filed the RTS Appeal No. 29 of 2020 before the Sub-Divisional Officer, Mumbai challenging the aforesaid Letter dated 17th February, 2020.
- (iv) By and under an Order dated 30th September, 2021, the Sub-Divisional Officer, Mumbai rejected the Appeal No. 29 of 2020 and inter-alia held that the application to record the name of Owner in revenue records of Survey No. 386/1 and CTS No. 838 be presented before the Collector, Mumbai Suburban District.
- (v) Aggrieved by the aforesaid Order dated 30th September, 2021, the Owner filed the RTS Appeal No. 12 of 2022 before the Additional Collector, Bandra against (1) Sub-Divisional Officer, (2) Talathi, Sajja, (3) National and Grindlays Bank Limited and (4) Filmistan Private Limited inter-alia seeking to quash and set aside the aforesaid the Letter dated 17th February, 2020 and Order dated 30th September, 2021.
- (vi) By and under an Order dated 5th September, 2022 passed by the Hon'ble Additional Collector, Mumbai Suburban District at Bandra in RTS Appeal No. 12 of 2022, the Hon'ble Additional Collector, Mumbai Suburban District inter-alia allowed the captioned Appeal and rejected the Order dated 30th September, 2021 passed by the Sub-Divisional Officer, Mumbai Western Suburban District in RTS Appeal No. 29 of 2020 and further directed to record the name of the Owner i.e. Prakash Cotton Mills Private Limited, in the record of rights of the land bearing Survey No. 386/1 of Village Malad corresponding to CTS No. 838 of Village Malad (South).
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(c) S.C. Suit No. 693 of 2015 filed before the Hon'ble City Civil Court, Dindoshi:

- (i) We have been provided with a copy of the Memorandum of Understanding dated 20th December, 2004 ("**Trust BTCSSIA MOU**") executed by and between the said Trust and the Bombay Talkies Compound Small Scale Industries' Association ("**BTCSSIA**"), and the same inter-alia reflects as follows:
- a. The Owner is the owner of the Larger Land and has given right to the said Trust to sub-let the structures standing on the Larger Land (other than the land reserved for playground which is the said Land).
 - b. The said Trust has given certain structures to various persons ("**Shed Holders**"). The Owner has declared that the Shed Holders are on the balance portion of the Larger Land (other than the said Land).
 - c. The Shed Holders have formed an association known as BTCSSIA for the purposes of looking after the common interests and welfare of the occupants of structures standing on the Larger Land other than the said Land.
 - d. Vide the Trust BTCSSIA MOU, the said Trust and BTCSSIA inter-alia agreed that (I) the said Trust shall recognize the Shed Holders who pay arrears of rent/compensation and BMC taxes to the said Trust, and (II) the manner in which the BTCSSIA shall pay the rent / compensation, BMC taxes, etc., to the said Trust, in the manner as setout therein.
- (ii) By and under a Memorandum of Understanding dated 19th July, 2007 ("**BTCSSIA Kabra MOU**") executed by and between the BTCSSIA (therein referred to as 'the BTCSSIA') of the One Part and M/s. Kabra Estate and Investment Consultants (therein referred to as 'the Developers' and hereinafter referred to as "**Kabra**") of the Other Part, registered with the Office of Sub-Registrar of Assurances under Serial No. BRL- 6/ 6000/2007, the BTCSSIA inter-alia agreed to grant development rights with respect to land bearing CTS Nos. 751, 751/1 to 127, 753, 753/1 to 5, 793, 795, 795/1 to 6, 796, 798 and 836 admeasuring 18.30 acres equivalent to 74,057.47 square meters together with the structures thereon in favour of Kabra, in the manner and on the terms and conditions as set out therein. The Owner has declared and stated that BTCSSIA had no right or entitlement to agree to grant the development rights with respect to the land bearing CTS Nos. 751, 751/1 to 127, 753, 753/1 to 5, 793, 795, 795/1 to 6, 796, 798 and 836 admeasuring 18.30 acres equivalent to 74,057.47 square meters, as was sought to be done under the BTCSSIA Kabra MOU.
- (iii) By and under Letter dated 21st February, 2009 addressed by BTCSSIA through its Advocates, BTCSSIA terminated/ revoked/ withdrew / cancelled the BTCSSIA Kabra MOU, for the reasons as set out therein.
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- (iv) By and under Letter dated 2nd March, 2009, issued by Kabra through its Advocates, Kabra replied to the aforesaid Letter dated 21st February, 2009 of BTCSSIA and denied all the allegations therein and did not accept the termination / cancellation of the BTCSSIA Kabra MOU.
- (v) Thereafter, BTCSSIA issued a Public Notice dated 8th May, 2009 disclosing to public at large the termination of the BTCSSIA Kabra MOU and further stated that the BTCSSIA Kabra MOU was executed without any authority and hence the same is not valid.
- (vi) Kabra issued a Public Notice dated 29th May, 2009 alleging that the aforesaid Public Notice dated 8th May, 2009 issued by the BTCSSIA was false and frivolous.
- (vii) Further, in response to Public Notice dated 8th November, 2014 issued by us for investigating title of the Owner to the Larger Land, Kabra vide its' Advocates Letter dated 20th November, 2014 informed the Owner about the BTCSSIA Kabra MOU.
- (viii) By and under Letter dated 6th January, 2015 addressed by us on behalf of the Owner inter-alia denied the objections raised by Kabra in the aforesaid Letter dated 20th November, 2014 and stated that since BTCSSIA itself does not have any right in the Larger Land, the question of BTCSSIA agreeing to grant any rights in favour of Kabra does not arise and denied the BTCSSIA Kabra MOU.
- (ix) Kabra filed the S. C. Suit No. 693 of 2015 against (i) BTCSSIA, (ii) the Owner and (iii) the said Trust before the Hon'ble City Civil Court, Dindoshi, inter-alia seeking (i) to declare that the BTCSSIA Kabra MOU is valid, subsisting and binding upon the Defendants therein, (ii) to direct BTCSSIA to specifically perform the BTCSSIA Kabra MOU and direct the Owner to give consent for redevelopment of the suit property therein, and (iii) to restrain the Defendants therein from developing, dealing with and disposing off, alienating with possession of and creating any third party rights with respect to the suit property. Kabra also filed a Notice of Motion No. 2011 of 2015 in the S. C. Suit No. 693 of 2015 inter-alia seeking the interim reliefs as sought in the aforesaid suit.
- (x) By and under an Order dated 6th January, 2022 passed by the Hon'ble City Civil Court, Dindoshi, the Hon'ble City Civil Court, Dindoshi dismissed the Notice of Motion No. 2011 of 2015.
- (xi) The Owner had declared and stated that there is no appeal filed against this Order dated 6th January, 2022.
- (xii) The Owner has declared and stated that the S. C. Suit No. 693 of 2015 is pending and the next date of hearing of the S. C. Suit No. 693 of 2015 is 1st March, 2023 under the caption of 'Framing Issues'.

(d) Case No. 124/PW/2010 filed before the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai:

- (i) Dilip Jalan ("Dilip Jalan") filed a complaint on 3rd December, 2008 before the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai under C.C. No. 200/SW of 2008 and which was assigned Case No. 124/PW/2010 against (i) Mahesh Sharma, (ii) Jitendra Sharma, (iii) Vinod Juglani and the partners of Kabra EIC i.e. (iv) Manish Kamalkishor Kabra, (v) Vinil Rajesh Kabra, and (vi) Gaurav Rajesh Kabra inter-alia alleging that the accused therein encouraged and is encouraging unauthorized construction on the Larger Land, attempted to grab and develop the Larger Land and executed documents in pursuance thereof including the BTCSSIA-Kabra MOU. Dilip Jalan also sought for the following:
 - a. Directions be issued to the Senior Inspector of Police, Malad Police Station under the provisions of Section 156(3) of the Code of Criminal Procedure, 1973 ("CRPC") to investigate the matter and to seize the documents including inter-alia the BTCSSIA-Kabra MOU; and
 - b. Process be issued against the accused under the provisions of Sections 465, 468, 471, 427, 420, 504, 506-II read with Sections 34 and 120B of the Indian Penal Code, 1860.
- (ii) By and under an Order dated 14th January, 2009, the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai directed that the captioned complaint be sent for investigation under Section 156(3) of the CRPC.
- (iii) Pursuant thereto, the Malad Police Station initiated an investigation under First Information Report No. 2/2009 dated 24th January, 2009 against (i) Mahesh Sharma, (ii) Jitendra Sharma, (iii) Vinod Juglani, (iv) Manish Kamalkishore Kabra, (v) Vinil Rajesh Kabra, (vi) Gaurav Rajesh Kabra and (vii) Rajesh Kabra.
- (iv) Thereafter, the Malad Police Station submitted a Final Report dated 19th June, 2009 under the provisions of Section 173 of the CRPC to the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai against (i) Mahesh Sharma, (ii) Jitendra Sharma, (iii) Vinod Juglani, (iv) Manish Kamalkishore Kabra, (v) Vinil Rajesh Kabra, (vi) Gaurav Rajesh Kabra and (vii) Rajesh Kabra wherein the Senior Inspector of Police, Malad Police Station conducted investigation and recorded the statements of the accused persons in this regard. After recording the statements, the Senior Inspector of Police, Malad Police Station inter-alia held that the accused therein were not attempting to grab and develop the Larger Land, as it was clearly mentioned in the BTCSSIA-Kabra MOU, that the consent of the Owner or No-objection certificate of the Owner, will have to be obtained before starting the process of re-development of the Larger Land. The Senior Inspector of

Police, Malad Police Station further held that as per various orders passed by the Hon'ble Bombay High Court in this regard, the matter seems to be of a civil nature.

- (v) By and under an Order dated 17th February, 2010 passed in the captioned Complaint, the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai, held that the Police was not required to see whether any offence of civil nature was disclosed or not, but was required to collect the material during the course of investigation and form an opinion whether criminal matter was constituted or not. The Police has submitted that the case appears to be of a civil nature, however, have not said that a criminal case is not made out, and therefore held that the investigation was grossly incomplete. The Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai accordingly sent the Final Report dated 19th June, 2009 back to the Malad Police Station for further investigation under Section 173(8) of the CRPC with a direction to (a) seize the original documents including the BTCSSIA-Kabra MOU, (b) form an opinion and collect material in support of the opinion whether consent of the Owner was obtained or whether it was not necessary to be obtained for redevelopment of the Larger Land, (c) investigate the authority of the accused thereunder to develop the Larger Land and sell galas/sheds, (d) find out whether the accused acted individually or with common intention of each other or whether they legally formed any society for the development of the Larger Land.
- (vi) By and under a Letter dated 31st March, 2010 addressed by the Senior Inspector of Police, Malad Police Station to the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai, the Senior Inspector of Police, Malad Police Station sought further time to submit the final report as directed under the aforesaid Order dated 17th February, 2010, as the BTCSSIA-Kabra MOU was yet to be seized and that further investigation in this regard was yet to be undertaken by the Senior Inspector of Police, Malad Police Station.
- (vii) The captioned Complaint is pending, and the next date of hearing is reflected as 4th July, 2023.
- (e) The Owner and the Developer have declared that save and except the litigations mentioned hereinabove at A.6(c) and A.6(d), there are no other pending litigations and/or dispute with respect to the said Property and/or any part thereof.

7. Public Notice

- (a) We have received an objection to the said Public Notices vide Letter dated 18th June, 2022 from Solicis Lex, Advocates and Solicitors on behalf of his clients' BTCSSIA wherein it is inter-alia stated that there are approximately 800 members of BTCSSIA who are regularly paying rents, BMC Assessment Tax and Service tax to the landlord.
- (b) By and under Letter dated 5th September, 2022, addressed by the said Owner to us, the Owner has inter-alia denied all the allegations, as alleged

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by BTCSSIA in the aforesaid Letter dated 18th June, 2022, in the manner as more particularly set out therein.

- (c) By and under Letter dated 5th September 2022, addressed by us to Solicis Lex, Advocates and Solicitors, we have replied to the aforesaid Letter dated 18th June, 2022 and have annexed thereto the response received by us from the Owner vide its Letter dated 5th September, 2022.

8. Development Plan Remarks/Approvals

- (a) We have been provided with a copy of the Development Plan Remarks dated 26th November, 2020 bearing reference no. CHE/DP3420201111291064, annexed with a copy of the Plan, issued under DCPR 2034 with respect to the land bearing CTS No. 838 of Village Malad (South) which *inter-alia* reflects as follows:
- (i) The land under reference is affected by playground reservation,
 - (ii) The land under reference falls under Residential Zone (R), and
 - (iii) The land under reference is affected by Existing Road (proposed) and 18.30 meters D. P. Road.
- (b) We have been provided with a copy of the Development Plan Remarks dated 26th November, 2020 bearing reference no. CHE/DP3420201111291049, annexed with a copy of the Plan, issued under DCPR 2034 with respect to the land bearing CTS No. 13 of Village Chinchavali which *inter-alia* reflects as follows:
- (i) The land under reference is affected by playground reservation (part of larger reservation); and
 - (ii) The land under reference falls under Industrial Zone (I).
- (c) The Licensed Surveyor has vide Licensed Surveyor Certificate certified that, pursuant to a proposal submitted by the Owner for the development of the said Land, MCGM has sanctioned the area of the land bearing CTS No. 838 of Village Malad (South), Taluka Malad, of Mumbai Suburban District, and CTS No. 13 of Village Chinchavali, Taluka Malad affected by the playground reservation as 16,075.90 square meters (which is the said Land) as per the provision setout at Serial No. 22 read with provision at setout at Serial No. 23 of the Notification No. 4137/629/CR-118/2017/DP/UD-11 dated 8th May, 2018 issued by the Government of Maharashtra.
- (d) The Developer has declared that it is in the process of obtaining approvals and permission for undertaking development of the said Property.

9. Searches

(a) Sub-Registrar of Assurances

- (i) We have caused to undertake searches at the office of the concerned Sub-Registrar of Assurances through search clerk for the said Land. In this regard, the search clerk has furnished us with a search report dated 14th September, 2022 ("Sub-

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Registrar Search Report"). The Sub-Registrar Search Report has reflected the deeds and documents listed in **Annexure "1" of Annexure "A"** hereto.

- (ii) The Owner has declared that the documents as setout at Serial Nos. 4, 5, 6, 7 and 8 of the **Annexure "1" of Annexure "A"** do not pertain to the said Property and/or the development thereof.
- (iii) The Licensed Surveyor has vide the said Certificate certified that the documents as setout at Serial Nos. 4, 5, 6, 7 and 8 of the **Annexure "1" of Annexure "A"** does not pertain to the said Land and/ or the development thereof.

(b) **Registrar of Companies**

- (i) We have caused to undertake searches at the office of the Registrar of Companies with respect to the Owner. In this regard, the searches have been conducted for period up to 5th August, 2022 and we have been provided with a report in this regard wherein there are no charges reflected on the Owner with respect to the said Property.

10. **NA Assessments**

- (a) By and under Notice dated 14th February, 2022 bearing Reference No. 600/1029 of Malad (West), the Office of Tahsildar, Borivali, called upon the Owner to make payment of Rs. 79,20,211/- (Rupees Seventy Nine Lakhs Twenty Thousand Two Hundred and Eleven only) towards non-agricultural assessment, in the manner as set out therein.
- (b) By and under Letter dated 28th February, 2022 issued by the Office of the Tahsildar and Executive Magistrate Borivali, the Office of the Tahsildar and Executive Magistrate Borivali assessed the non-agricultural assessment payable with respect to the Larger Land as an amount of Rs. 79,20,211/- (Rupees Seventy Nine Lakhs Twenty Thousand Two Hundred and Eleven only) and has inter-alia demanded the aforesaid amount, in the manner as set out therein.
- (c) The Owner has declared that the Owner has paid the aforesaid amount of Rs. 79,20,211/- (Rupees Seventy Nine Lakhs Twenty Thousand Two Hundred and Eleven only).
- (d) The Owner has declared that there are no outstanding amounts payable towards the non-agricultural assessment with respect to the said Land and/or the Larger Land.

11. **Property Tax**

- (a) The Owner has not produced the property tax bills and receipts in relation to the said Property and hence have not commented on the same.

12. **Site Status**

- (a) The Owner has declared that the said Structures are let out on monthly tenancy basis to the occupants thereof. A list of the said Structures and

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the occupants thereof are annexed hereto and marked as **Annexure "2"** of **Annexure "A"**.

- (b) The Owner and the Developer have declared that save and except the said Structures standing on the said Land, the said Land is vacant.

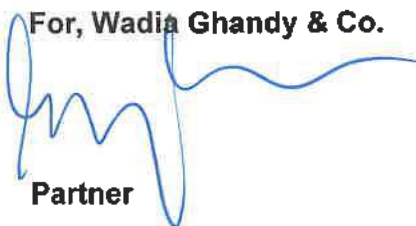
13. **Steps**

For the purposes of preparing the aforesaid flow of title, we have undertaken the following steps:

- (a) Perused copies of the deeds, documents and writings pertaining to the said Property, a list whereof is set out in the **Annexure "3"** of **Annexure "A"** hereto.
- (b) Caused search clerk Mr. Sameer Sawant to undertake searches at the office of the concerned Sub-Registrar of Assurances for a period of 68 years from 1955 to 2022. We have relied on the Search Report dated 14th September, 2022 issued by search clerk Mr. Sameer Sawant, in this regard.
- (c) Caused Mr. Robert Pavrey to undertake searches of the Owner at the Registrar of Companies. We have relied on the Report dated 5th August, 2022 issued by Mr. Robert Pavrey, in this regard.
- (d) The Owner has furnished to us the Declaration dated 22nd December, 2022 pertaining to various facts in relation to the said Property ("**the Owner Declaration**"). The Developer has furnished to us the Declaration dated 22nd December, 2022 pertaining to various facts in relation to the said Property ("**the Developer Declaration**") We have assumed the contents of the Owner Declaration and the Developer Declaration to be true and correct and have relied on the same.
- (e) We have been provided with the Licensed Surveyor Certificate issued by the Licensed Surveyor. We have assumed the contents of the Licensed Surveyor Certificate to be true and correct and have relied on the same.

Dated this 28th day of December, 2022

For, Wadia Ghandy & Co.



Partner

Annexure "1" of Annexure "A"

(List of documents reflected in the Search Report)

1. The said Conveyance.
2. The Deed of Confirmation.
3. Declaration Deed dated 11th June, 2003 executed by the Owner and registered with the Office of the Sub Registrar of Assurances under Serial No. BO-1/4049/2003.
4. Tenancy Agreement dated 30th April, 2005 executed between the said Trust and M/s. Synthetic Organic Chemicals Partners, (i) Mr. Sanjay V. Bargode and (ii) Mr. Pradeep V. Bargode of the One Part and Mr. Pravinkumar B. Chordia and Basantilal Nathulal Chordia of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No. Borivali-1/2525/2005.
5. Confirmation Deed dated 12th December, 2005 executed by M/s. Shiva Electroplaters, Partner, Mr. Pradeep Shivprasad Jain, and registered with the Office of the Sub Registrar of Assurances under Serial No. Borivali-4/502/2006.
6. Confirmation Deed dated 12th December, 2005 executed by M/s. Shiva Electroplaters, Partner, Mr. Pradeep Shivprasad Jain, and registered with the Office of the Sub Registrar of Assurances under Serial No. Borivali-4/503/2006.
7. Confirmation Deed dated 12th December, 2005 executed by M/s. Shiva Electroplaters, Partner, Mr. Pradeep Shivprasad Jain, and registered with the Office of the Sub Registrar of Assurances under Serial No. Borivali-4/509/2006.
8. Confirmation Deed dated 12th December, 2005 executed by M/s. Shiva Electroplaters, Partner, Mr. Pradeep Shivprasad Jain, and registered with the Office of the Sub Registrar of Assurances under Serial No. Borivali-4/510/2006.
9. The BTCSSIA Kabra MOU.
10. Development Agreement dated 29th August, 2022 executed by and between the Owner and the Developer and registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13510 of 2022.



Annexure "2" of Annexure "A"

(List of the Occupants)

Sr. No.	Name	Areas (in square feet)
1	Chandra Rekha Pandey	300
2	Chandra Rekha Pandey	825
3	Hiralal Pal	692
4	Dharmesh Shah	300
5	Chaitanya Shrikrishna Nalawade	370
6	Chirag Jayant Ved	190
7	Karunakar Shetty	300
8	Vikas Gupta	835
9	Noor Mohd.	355
10	Rajesh Bhatia	675
11	Sanika Sadashiv Tawde	210
12	Shubha Vikas Mahante	210
13	Manas Ashok Naik	210
14	Devram B. Gupta	210
15	Prachi Pradeep Mistry	210
16	Priya Kashinath Sakhare	238
17	Rajnikant Bhatia	750
18	Anatnt Kirdant	685
19	R. K. Singhi HUF	1088
20	Shree Krishna Beneficiary Trust	3500
Total		12153



Annexure "3" of Annexure "A"**(List of documents perused)****A. TITLE**

1. Indenture of Lease dated 9th August, 1947 executed by and between (1) Sir Cowasji Jehangir Bart, (2) Dinshaw Karshedji Daji, (3) Ambalal Sarabhai, (4) Ardeshir Hormusji Wadia and (5) Hoshang N. E. Dinshaw, in their capacity as the executors and trustees of the last Will and testament of one Late Framroze Edulji Dinshaw (therein referred to as 'the Lessors') of the One Part and the Bombay Talkies Limited (therein referred to as 'the Lessees') of the Other Part and registered with the office of Sub-Registrar of Assurances, Bombay under Serial No. 4612/1947.
2. The said Conveyance.
3. The said Articles of Agreement.
4. Letter dated 29th September, 1962 addressed by the Owner to the said Trust.
5. The Deed of Confirmation.
6. Declaration Deed dated 11th June, 2003 executed by the Owner and registered with the Office of the Sub Registrar of Assurances under Serial No. BO-1/4049/2003.
7. The Deed of Surrender.
8. Development Agreement dated 29th August, 2022 executed by and between the Owner and the Developer and registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13510 of 2022.
9. Power of Attorney dated 29th August, 2022 executed by the Owner, registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13511 of 2022 in favour of the Developer.
10. Specific Power of Attorney dated 29th August, 2022 executed by the Owner, registered with the Office of Sub-registrar of Assurances at Serial No. BRL-4/13514 of 2022 in favour of the Developer.
11. Incorporation Certificate of the Owner dated 13th March, 1948 bearing Ref. No. 6219 issued by the Assistant Registrar of Companies, Maharashtra, Mumbai.
12. Indenture dated 3rd August, 1961 executed by and between (i) Lokenath Jalan, (ii) Tolaram Jalan, (iii) Amarchand Jalan, (iv) Champalal Jalan, (v) Mohanlal Jalan, (vi) Dharmchand Jalan, (vii) Rukmini Devi Jalan (therein referred to as 'the Settlers') of the One Part and (i) Tolaram Jalan, (ii) Lokenath Jalan and (iii) Lalita Prasad Goenka (therein referred to as 'the Trustees') of the Other Part, whereby the Settlers therein have agreed to donate a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Trust to be formed in the name of 'Ram Kumar Jalan Public Charitable Trust' (i.e. the said Trust), having registered office at 60A, Kalikrishna Tagore St., Calcutta, for diverse good public charitable objectives like education and medical welfare institutions and the Trustees therein have agreed to use the said Trust Fund and to encourage advance literacy in India, to give relief to the poor, to acquire immovable properties for development and fulfill various other objectives, in the manner and on the terms and conditions as set out therein.

13. Certificate of Registration dated 11th January, 1965 issued by the Registrar of Firms, Societies Non-Trading Corporation, West Bengal in favour of the said Trust.
14. Notarial Certificate and Declaration dated 20th July, 2010 made before the Notary Public, Kolkata, West Bengal by (i) Ravindra Jalan, son of Late Lokenath Jalan, (ii) Sanjiv Goenka, son of Late Lalita Prasad Goenka and (iii) Gaurav Kumar Jalan, son of Late Ashok Tolaram Jalan, as the trustees of the said Trust.

B. REVENUE RECORDS

1. Property Register Card dated 19th July, 2022 of land bearing CTS No. 838 of Village Malad (South).
2. Order dated 28th September, 1979 bearing Ref. No. N.A.A.D.D./Malad (W) 667 passed by the A. T., Non-Agriculture Department.
3. Order dated 27th November, 1998 bearing Ref. No. CTS/Malad/CTS No. 838/98/4111 passed by the Superintendent of Land Records, Mumbai Suburban District.
4. Circular dated 16th February, 2015 bearing Ref. No. CT1/M.P./Letter Record/2015 Pune issued by the Settlement Commissioner and Director of Land Records, Pune.
5. KJP of land bearing Survey No. 386/1 of Village Malad.
6. Enquiry Register of land bearing CTS No. 838 of Village Malad (South).
7. VII/XII Extract of the land bearing Survey No. 386/1 of Village Malad.
8. Certified copy dated 22nd September, 2022 of VII/XII extract of the land bearing Survey No. 386/1 of Village Malad.
9. Mutation Entry No. 1 dated 30th March, 1962.
10. Mutation Entry No. 2299 dated 31st October, 2018.
11. Mutation Entry No. 2297 dated 14th August, 2019.
12. Mutation Entry No. 2433 dated 20th September, 2022.
13. Letter dated 31st May, 2021 addressed by the Right to Information Officer, Deputy Superintendent of Land Records, Mumbai Suburban which inter-alia states that the Aakarphod Patrak and Aakarband in respect of land bearing Survey No. 386 and Survey No. 387 is not available with the office of the Deputy Superintendent of Land Records, Mumbai Suburban.
14. Letter dated 11th June, 2021 addressed by the Right to Information Officer, Deputy Superintendent of Land Records, Mumbai Suburban which inter-alia states that the Falni Form No. 12 or Village Form No. 12 in respect of land bearing Survey No. 386 and Survey No. 387 is not available with the office of the Deputy Superintendent of Land Records, Mumbai Suburban.
15. Property Register Card dated 19th July, 2022 of the land bearing CTS No. 13 of Village Chinchavali.

16. KJP of land bearing CTS No. 13 of Village Chinchavali.
17. Enquiry Register of land bearing CTS No. 13 of Village Chinchavali.
18. Property Register Card dated 30th August, 2014 of the land bearing CTS No. 752 of Village Malad (South).
19. Property Register Cards all dated 30th August, 2014 with respect to the land bearing CTS Nos. 752/1 to 127 of Village Malad (South).
20. Property Register Card dated 30th August, 2014 of the land bearing CTS No. 753 of Village Malad (South).
21. Property Register Cards all dated 30th August, 2014 with respect to the land bearing CTS Nos. 753/1 to 5 of Village Malad (South).
22. Property Register Card dated 30th August, 2014 of the land bearing CTS No. 793 of Village Malad (South).
23. Property Register Cards all dated 30th August, 2014 with respect to the lands bearing CTS Nos. 793/1 to 6 of Village Malad (South).

C. LITIGATION

1. R.A.E. Suit No. 314/737 of 2001 before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai:
 - (a) Complaint filed in the R.A.E. Suit No. 314/737 of 2001 filed by the Owner before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.
 - (b) The First Consent Terms
 - (c) Order dated 26th October 2005 passed by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.
 - (d) The Supplemental Consent Terms.
 - (e) The said Marji Application.
 - (f) The Marji Application Order.
 - (g) Order dated 17th August, 2022 passed by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai in the said Marji Application under Exhibit 13.
 - (h) Order dated 17th August, 2022 passed by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai in the said Marji Application under Exhibit 10.
 - (i) The said Letter.
 - (j) Letter dated 25th August, 2022 addressed by the Owner to the said Trust.
 - (k) Complaint filed in the R.A.D. Suit No. 387 of 2022 before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.
 - (l) Application filed by the Owner in the R.A.D. Suit No. 387 of 2022 before the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.

- (m) The Second Consent Terms.
- (n) Order dated 12th September, 2022 passed by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.
- (o) Order dated 16th November, 2022 passed below Exhibit 1 by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.
- (p) Order dated 16th November, 2022 passed below Exhibit 11 by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.
- (q) Decree dated 16th November, 2022 passed by the Hon'ble Court of Small Causes, Bandra Branch, Mumbai.

2. RTS Appeal No. 12 of 2022 filed before the Additional Collector, Bandra:

- (a) Application dated 28th January, 2020 filed by the Owner before the Talathi Sajja, Kurar.
- (b) Letter dated 17th February, 2020 addressed by the Talathi Sajja to the Owner.
- (c) RTS Appeal No. 29 of 2020 filed by the Owner before the Sub-Divisional Officer, Mumbai.
- (d) Order dated 30th September, 2021 passed by the Sub-Divisional Officer, Mumbai in the Appeal No. 29 of 2020.
- (e) RTS Appeal No. 12 of 2022 filed by the Owner before the Additional Collector, Bandra.
- (f) Order dated 5th September, 2022 passed by the Additional Collector, Bandra in RTS Appeal No. 12 of 2022.

3. S. C. Suit No. 693 of 2015 filed before the Hon'ble City Civil Court, Dindoshi:

- (a) The Trust BTCSSIA MOU.
- (b) The BTCSSIA Kabra MOU.
- (c) Letter dated 21st February, 2009 addressed by BTCSSIA through its Advocates.
- (d) Letter dated 2nd March, 2009, issued by Kabra through it's Advocates.
- (e) Public Notice dated 8th May, 2009 issued by the BTCSSIA.
- (f) Public Notice dated 29th May, 2009 issued by Kabra.
- (g) Public Notice dated 8th November, 2014 issued by the Owner.
- (h) Letter dated 6th January, 2015 addressed by us on behalf of the Owner.
- (i) Plaint of S. C. Suit No. 693 of 2015 filed before the Hon'ble City Civil Court, Dindoshi.

- (j) Order dated 6th January, 2022 passed by the Hon'ble City Civil Court.
4. Case No. 124/PW/2010 filed before the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai.
- (a) C.C. No. 200/SW of 2008 filed by the Owner before the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai.
- (b) Order dated 14th January, 2009 passed by the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai.
- (c) First Information Report No. 2/2009.
- (d) Final Report dated 19th June, 2009 under the provisions of Section 173 of the CRPC to the Additional Chief Metropolitan Magistrate, 24th Court at Borivali.
- (e) Order dated 17th February, 2010 passed by the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai.
- (f) Letter dated 31st March, 2010 addressed by the Senior Inspector of Police, Malad Police Station to the Additional Chief Metropolitan Magistrate, 24th Court at Borivali, Mumbai.
5. Mumbai Talkies Co-operative Industrial Estate Limited (Proposed) ("MTCIEL") Correspondence:
- (a) Letter dated 24th October, 2018 bearing reference no. 3054/2018/5590/2018 addressed by the Collector of Stamps, Borivali to the said Trust.
- (b) Letter dated 2nd November, 2018 addressed by MTCIEL to the Collector of Stamps, Borivali.
- (c) Letter dated 26th November, 2018 addressed by MTCIEL to the Collector of Stamps, Borivali.
- (d) Letter dated 17th December, 2018 addressed by MTCIEL to the Collector of Stamps, Borivali.
- (e) Letter dated 29th December, 2018 bearing reference no. 6827/2018 addressed by the Collector of Stamps Borivali to the Additional Collector of Stamps, Mumbai.
- (f) Letter dated 8th January, 2019, the said Trust through their Advocates replied to the aforesaid Letter dated 24th October, 2018.
- (g) Letter dated 12th April, 2019 bearing reference no. 1765/2018 addressed by the Additional Collector of Stamps, Mumbai to the Collector of Stamps, Borivali, the Additional Collector of Stamps, Mumbai.
- (h) Letter dated 8th May, 2019 addressed by MTCIEL to the Collector of Stamps, Borivali.
- (i) Letter dated 12th June, 2019 bearing reference no. 3783 of 2019 addressed by the Collector of Stamps, Borivali to the (i) Assistant Commissioner (P North Division), Mumbai Municipal Corporation, (ii) Executive Engineer
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(Building Proposal), (iii) Tahsildar, Borivali and (iv) District Deputy Registrar, Mumbai Suburban District, the Collector of Stamps, Borivali.

- (j) Letter dated 3rd July, 2019 (further forwarded by Revenue and Forest Department to the Inspector General of Registration and Superintendent of Stamps, Pune on 12th July, 2019) addressed by the MTCIEL to the Principle Secretary, Revenue Department.
- (k) Letter dated 29th July, 2019 bearing reference no. 472/2019 addressed by the Joint Inspector General of Registration and Superintendent of Stamps, Pune to the Collector of Stamps, Borivali.
- (l) Letter dated 5th August, 2019 bearing reference no. 7014/2019 addressed by the Collector of Stamps, Borivali to the Joint Inspector General of Registration and Superintendent of Stamps, Pune.
- (m) Letter dated 7th August, 2019 addressed by the Advocates of the said Trust to the Collector of Stamps, Borivali.
- (n) Letter dated 24th October, 2019 bearing reference no. 650/2019 addressed by the Joint Inspector General of Registration and Superintendent of Stamps, Pune to the Additional Collector of Stamps, Mumbai.
- (o) Letter dated 1st November, 2019 bearing reference no. 10102/2019 addressed by the Advocates of the said Trust to the Collector of Stamps, Borivali.
- (p) Letter dated 11th November, 2019 bearing reference no. 9378/2019 addressed by the Collector of Stamps, Borivali to the Additional Collector of Stamps, Mumbai.
- (q) Letter dated 26th November, 2020 addressed by the MTCIEL to the Collector of Stamps, Borivali.
- (r) Reminder Letter dated 19th March, 2021 bearing reference no. 1327 of 2021 addressed by the Collector of Stamps, Borivali to the (i) Assistant Commissioner (P North Division) Mumbai Municipal Corporation, (ii) Executive Engineer (Building Proposal), (iii) Tahsildar, Borivali and (iv) District Deputy Registrar, Mumbai Suburban District.
- (s) Letter dated 9th August, 2021 addressed by MTCIEL to the Executive Engineer, MCGM.
- (t) Letter dated 17th August, 2021 addressed by MTCIEL to the Collector of Stamps, Borivali.
- (u) Letter dated 30th August, 2021 addressed by the Assistant Engineer, (Building Proposal) Western Suburban P Ward to Mr. Yomesh Narayan Rao, Architect of the Owner.
- (v) Letter dated 9th December, 2021 addressed by MTCIEL to the Collector of Stamps, Borivali.
- (w) Reminder Letter dated 2nd February, 2022 bearing reference no. 1047 of 2022 addressed by the Collector of Stamps, Borivali to the Assistant Commissioner, MCGM, Building Proposal Department, Ward P/North.

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- (x) Reminder Letter dated 2nd February, 2022 bearing reference no. 1048 of 2022 addressed by the Collector of Stamps, Borivali to the Tahsildar, Borivali.
- (y) Reminder Letter dated 2nd February, 2022 bearing reference no. 1049 of 2022 addressed by the Collector of Stamps, Borivali to the Assistant Commissioner, MCGM, Building Proposal Department, Ward P/North.
- (z) Letter dated 4th March, 2022 addressed by MTCIEL, through Mahesh Sharma to the Assistant Engineer, MCGM, Building Proposal Department, Ward P/North.
- (aa) Letter dated 14th March, 2022 addressed by the Tahsildar, Borivali to the Talathi, Sajja Kurar.
- (bb) Letter dated 19th March, 2022 addressed by the Owner to the Assistant Engineer, (Building Proposal) Western Suburban P Ward.
- (cc) Letter dated 12th May, 2022 addressed by the Assistant Engineer, (Building Proposal) Western Suburban P Ward to Mr. Dilip Jalan.
- (dd) Letter dated 20th June, 2022 addressed by the Assistant Engineer, (Building Proposal) Western Suburban P Ward to Mr. Dilip Jalan.
- (ee) Reminder Letter dated 30th June, 2022 bearing reference no. 7304 of 2022 addressed by the Collector of Stamps, Borivali to the Assistant Commissioner, MCGM, Building Proposal Department, Ward P/North.
- (ff) Letter dated 8th September, 2022 addressed by the Owner to the Hon'ble Collector of Stamps, Borivali.
- (gg) Letter dated 20th September, 2022 addressed by the Hon'ble Collector of Stamps, Borivali, Government of Maharashtra to the Executive Engineer, Building Proposal Department, P/Ward, MCGM.

6. Writ Petition No. 289 of 1981 filed before the Hon'ble High Court:

- (a) Writ Petition No. 289 of 1981 filed by BTCSSIA, Banwarilal Gupta, Om Prakash Dhanuka against (1) B. K. Chougule, (2) MCGM, and (3) the State of Maharashtra before the Hon'ble Bombay High Court, *inter-alia* seeking, that the MCGM and the State of Maharashtra be directed to declare the Larger Land as Industrial Zone and to grant licenses to the various sheds / structures thereon under the provisions of the Mumbai Municipal Corporation Act, 1888.
- (b) Order dated 16th July, 1996 passed by the Hon'ble Bombay High Court, whereby the Writ Petition No. 289 of 1981, the Writ Petition was disposed of in terms thereof by consent of the parties thereto.
- (c) Review Petition No. 29 of 1999 in Writ Petition No. 289 of 1981 before the Hon'ble Bombay High Court filed by (1) the said Trust, (2) Tolaram Jalan, (3) Lalta Prasad Goenka and (4) Ravikumar Jalan against (1) BTCSSIA, (2) Banwarilal Gupta, (3) Om Prakash Dhanuka, (4) B. K. Chougule, (5) MCGM, (6) the State of Maharashtra and (7) the Owner *inter-alia* seeking review of the aforesaid Order dated 16th July, 1996 and to set aside and/or modify the

said Order dated 16th July, 1996 and further to permit the said Trust to intervene in the Writ Petition No. 289 of 1981.

- (d) Order dated 28th September, 1999 passed by the Hon'ble Bombay High Court, whereby the Hon'ble Bombay High Court modified the Order dated 16th July, 1996 by consent, in the manner as set out therein.
- (e) Contempt Petition No. 76 of 2003 in Review Petition No. 29 of 1999 in Writ Petition No. 289 of 1981 filed by the Owner against (1) BTCSSIA, (2) Mr. Banwarilal Gupta, (3) Mr. Om Prakash Dhanuka, (4) Mr. B. K. Chogule, (5) MCGM, (6) the State of Maharashtra, (7) the said Trust, (8) Mr. Tolaram Jalan, (9) Mr. Lalit Prakash Jalan, (10) Mr. Rajendrakumar Jalan, (11) Mr. Parag Alavani, (12) Mr. Arun Deo, (13) Mr. Parshuram Patil, (14) Mrs. Parul Mehta ((11) to (14) are members of Improvement Committee of MCGM), (15) Chief Engineer Development Plan, Municipal Head Officer and (16) Assistant Commissioner, P/North Ward BMC, before the Hon'ble Bombay High Court.
- (f) Order dated 18th August, 2003 passed by the Hon'ble Bombay High Court, whereby the Hon'ble Bombay High Court disposed of the Contempt Petition No.76 of 2003 in Review Petition No. 29 of 1999 in Writ Petition No.289 of 1981.
- (g) The Review Petition No. 59 of 2003 in Contempt Petition No. 76 of 2003 in Review Petition No. 29 of 1999 in Writ Petition No. 289 of 1981 filed by the Owner before the Hon'ble Bombay High Court *inter-alia* seeking review of the aforesaid Order dated 18th August, 2003 passed in the Contempt Petition No. 76 of 2003 on the grounds stated therein.
- (h) Order dated 17th March, 2004 passed by the Hon'ble Bombay High Court, whereby the aforesaid Review Petition No. 59 of 2009 was disposed of.

7. Letter correspondence with the Income Tax Department:

- (a) Letter dated 21st February, 2018 addressed by MTCIEL to the Chief Commissioner, DGTI, Income Tax Office.
- (b) Letter dated 14th March, 2018 addressed by the MTCIEL to the Director General of Income Tax (Investigation), Mumbai.
- (c) Letter dated 22nd October, 2018 addressed by MTCIEL to the (1) Principal Chief Commissioner of Income Tax, Kolkata.
- (d) Letter dated 30th October, 2018 addressed by the Chief Income Tax Officer, (Technical) Kolkata, Chief Commissioner Income Tax, West Bengal and Sikkim to the Principal Commissioner of Income Tax (Exemption), Kolkata.

8. Letter correspondence with the Charity Commissioner, Mumbai:

- (a) Letter dated 10th January, 2018 addressed by MTCIEL to the Principal Secretary, Law and Judiciary Department.
- (b) Letter dated 31st January, 2018 addressed by MTCIEL to the Principal Secretary, Law and Judiciary Department.
- (c) Letter dated 31st March, 2018 addressed by the Desk Officer, Law and Judiciary Department to the Charity Commissioner, Mumbai.

- (d) Letter dated 18th April, 2018 bearing reference no. 2290/2018 addressed by the Deputy Charity Commissioner, Worli Mumbai to the Joint Charity Commissioner, Mumbai.
 - (e) Letter dated 24th April, 2018 addressed by the MTCIEL to the Joint Charity Commissioner, Mumbai.
 - (f) Letter dated 6th July, 2018 bearing reference no. 6422/2018 addressed by the office of the Public Trusts Registration, Greater Mumbai Region to the said Trust.
 - (g) Letter bearing reference no. 8566/2018 addressed by the Inspector -11, Public Trusts Registration, Greater Mumbai Region to the said Trust.
 - (h) Letter dated 24th September, 2018 bearing reference no. 9632/2018 addressed by the office of the Public Trusts Registration, Greater Mumbai Region to the said Trust.
 - (i) Letter dated 1st October, 2018 bearing reference no. 9880/2018 addressed by the office of Public Information Officer, BMC, Mumbai to the Inspector 10, Public Trusts Registration, Greater Mumbai Region.
 - (j) Letter dated 8th October, 2018 bearing reference no. 10090/2018 addressed by the office of Public Information Officer, BMC, Mumbai to the Inspector 10, Public Trusts Registration, Greater Mumbai Region.
 - (k) Letter dated 19th October, 2018 addressed by the MTCIEL to the Joint Charity Commissioner, Worli, Mumbai.
 - (l) Reminder Letter dated 24th October, 2018 bearing reference no. 10623/2018 addressed by the Inspector, Public Trust Registration Office, Greater Mumbai Region, Mumbai to the said Trust.
 - (m) Letter dated 20th November, 2018 bearing reference no. 11306/2018 addressed by the office of Public Information Officer, BMC, Mumbai to the Inspector 10, Public Trusts Registration, Greater Mumbai Region.
 - (n) Letter dated 8th January, 2019 addressed by the Advocates of the said Trust to the Public Trust Registration Office, Greater Mumbai Region, Mumbai.
 - (o) Letter dated 30th July, 2019 addressed by the MTCIEL to the Joint Charity Commissioner, Mumbai.
9. Letter dated 24th October, 2018 bearing reference no. Niri-11/10623/18 addressed by the Inspector, Public Trust Registration Office, Greater Mumbai Region, Mumbai to the said Trust.
10. Letter dated 8th January, 2019 addressed by the Advocates of the said Trust to the Public Trust Registration Office, Greater Mumbai Region, Mumbai.
11. Letter dated 12th February, 2021 addressed by the MTCIEL, through Mahesh Sharma as Chief Promoter and Chairman, Redevelopment Committee of BTCSSIA to Mr. Abhay Chandak and Mr. Aditya Chandak of the Developer.
12. Letter dated 13th March, 2021 addressed by the MTCIEL to Mr. Abhay Chandak and Mr. Aditya Chandak of the Developer.

D. PUBLIC NOTICE

1. The said Public Notices.
2. Letter dated 18th June, 2022 from Solicis Lex, Advocates and Solicitors on behalf of his clients' BTCSSIA.
3. Letter dated 5th September, 2022 issued by the Owner to us.
4. Letter dated 5th September, 2022 issued by us to Solicis Lex, Advocates and Solicitors.

E. DEVELOPMENT PLAN REMARKS/APPROVALS

1. Letter dated 9th April, 2002 bearing No. CHE/1053/DPWS/P&R addressed by MCGM to M/s. Sandeep Vichare and Associates.
2. Development Plan Remarks dated 26th November, 2020 bearing reference no. CHE/DP3420201111291064, annexed with a copy of the Plan, issued under DCPR 2034 with respect to the land bearing CTS No. 838 of Village Malad (South).
3. Development Plan Remarks dated 26th November, 2020 bearing reference no. CHE/DP3420201111291049, annexed with a copy of the Plan, issued under DCPR 2034 with respect to the land bearing CTS No. 13 of Village Chinchavali.
4. Report dated 25th March, 2022 bearing Reference No. P-7938/2021/(838)/P/N Ward/Malad-W/337/1/New, issued by MCGM
5. Concession Report dated MCGM dated 25th March, 2022 obtained by the Developer.

F. THE SUB-REGISTRAR SEARCH REPORT**G. THE ROC REPORT****H. NA ASSESSMENT**

1. Letter dated 14th February, 2022 bearing Reference No. 600/1029 of Malad (West) issued by the Office of Tahsildar, Borivali.
2. Letter dated 28th February, 2022 issued by the Office of the Tahsildar and Executive Magistrate Borivali.

I. THE LICENSED SURVEYOR CERTIFICATE**J. THE OWNER DECLARATION****K. THE DEVELOPER DECLARATION**