

To:
Century Textiles and Industries Limited
through its division Century Estates,
Birla Aurora, Level – 8,
Dr. Annie Besant Road, Worli,
Mumbai 400030.

Dear Sirs,

SUPPLEMENTAL CERTIFICATE

Re: All that pieces and parcels of lands collectively admeasuring 89,738.29 square meters (22 Acres and 7 Gunthas) comprising of (i) Survey No. 16/1/5 (part), (ii) Survey No. 16/1 (part), (a portion admeasuring 48,490 square meters forming part of (i) and (ii) has now been assigned CTS Nos.1550/B, 1550/D and 1653), (iii) Survey No. 17, (iv) Survey No. 18 and (v) Survey No. 218 of Village Shahad, Taluka Kalyan, District Thane.

We had issued a Title Certificate dated 31st December, 2018 ("**said Title Certificate**") to you with respect to the said Land (defined hereunder) which is annexed hereto as '**Annexure – A**'. You have requested us to issue a Supplemental Certificate to the said Title Certificate. Thus, we are issuing a Supplemental Certificate ("**Supplemental Certificate**") in continuation and in furtherance to the said Title Certificate from the period starting from 31st December, 2018 onwards.

I. Location:

All that pieces and parcels of lands collectively admeasuring 89,738.29 square meters (i.e. 22 Acres and 7 Gunthas) comprising of (i) Survey No.16/1/5 (part), area admeasuring 0 Hectare 42 Are, hereinafter referred to as "**said Property No. 1**", (ii) Survey No. 16/1 (part), area admeasuring 4 Hectare 87.12 Are, hereinafter referred to as "**said Property No. 2**", (a portion admeasuring 48,490 square meters forming part of (i) and (ii) has now been assigned CTS Nos.1550/B, 1550/D and 1653), (iii) Survey No.17, area admeasuring 1 Hectare 62.90 Are, hereinafter referred to as "**said Property No. 3**", (iv) Survey No.18, area admeasuring 1 Hectare 43.70 Are, hereinafter referred to as "**said Property No. 4**" and (v) Survey No. 218, area admeasuring 0 Hectare 60.70 Are, hereinafter referred to as "**said Property No. 5**" of Village Shahad, Taluka Kalyan, District Thane.

The said Property No. 1, the said Property No. 2, the said Property No. 3, the said Property No. 4 and the said Property No. 5 are hereinafter all collectively referred to as the "**said Land**".

II. Documents perused:

For the purpose of issuing this Supplemental Certificate, we have been furnished with a photocopy of the documents listed herein below. We are issuing this Supplemental Certificate only on the basis of the documents listed herein below:

- 1 Deed of Mortgage dated 31st May, 2013, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 3491 of 2013;
- 2 Deed of Mortgage dated 6th December, 2013, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 8441 of 2013;
- 3 Deed of Mortgage dated 24th March, 2014, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 2398 of 2014;
- 4 Deed of Mortgage dated 22nd June, 2015, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 6113 of 2015;
- 5 Deed of Mortgage dated 23rd September, 2015, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 9086 of 2015;
- 6 Deed of Mortgage dated 31st May, 2016, registered with the office of Sub-Registrar of Assurances at BBE – 1 under serial number 4587 of 2016;
- 7 Deed of Mortgage dated 16th February, 2017, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 2228 of 2017;
- 8 Development Agreement dated 3rd April, 2019, registered with the office of Sub-Registrar of Assurances at Kalyan – 1 under serial number 6126 of 2019 and executed between Century Textiles and Industries Limited (hereinafter referred to as “CTIL”), therein referred to as the ‘Owner’ and Birla Estates Private Limited, therein referred to as the ‘Developer’;
- 9 A General Power of Attorney dated 3rd April, 2019, registered with the office of Sub-Registrar of assurances at Kalyan – 1 under serial number 6127 of 2019 and executed by Century Textiles and Industries Limited, therein referred to as the ‘Owner’ in favour of Birla Estates Private Limited, therein referred to as the ‘Developer’;
- 10 An online general ROC Search Report dated 4th July, 2019 of CTIL issued by Jaya Sharma & Associates;
- 11 A search report dated 10 May 2019 issued by Mr. Harish D. Mashelkar, from year 1972 to 1 May 2019 with respect to the said Land;
- 12 A copy of the Writ Petition bearing St. No. 13920 of 2019 dated 2 May 2019 filed in the Bombay High Court;
- 13 Letter dated 18 April 2019 issued by State Bank of India to CTIL;
- 14 Letter dated 20 December 2018 issued by State Bank of India to CTIL;
- 15 Letter dated 7 March 2015 issued by State Bank of Travancore;

- 16 Letter dated 5 May 2017 issued by State Bank of India to CTIL;
- 17 Letter dated 18 April 2019 issued by State Bank of India to CTIL;
- 18 Letter dated 19 May 2016 issued by State Bank of India;
- 19 Letter dated 10 May 2016 issued by State Bank of Mysore to CTIL;
- 20 Letter dated 11 May 2016 issued by Bank of Baroda to CTIL;
- 21 Letter dated 27 May 2016 issued by State Bank of Hyderabad to CTIL;
- 22 Letter dated 14 January 2019 issued by HDFC Bank Limited to CTIL;
- 23 Letter dated 4 February 2019 issued by ICICI Bank to CTIL;
- 24 Letter dated 23 December 2016 issued by IndusInd Bank Limited to CTIL;
- 25 Letter dated 7 January 2019 issued by State Bank of India to CTIL;
- 26 Letter dated 8 January 2019 issued by South Indian Bank Limited to CTIL;
- 27 Letter dated 28 December 2017 issued by Export-Import Bank of India to CTIL;
- 28 Letter dated 28 March 2018 issued by Aditya Birla Finance Limited to CTIL;
- 29 Letter dated 22 February 2018 issued by State Bank of India to CTIL;
- 30 Letter dated 16 March 2018 issued by Axis Bank Limited to CTIL;
- 31 Letter dated 8 April 2019 issued by State Bank of India to CTIL and
- 32 Letter dated 14 January 2019 issued by HDFC Bank Limited to CTIL.

III. **Brief History:**

Save and except the documents/ writings mentioned in this Supplemental Certificate, we have been informed that no document/ writing has been executed from the date of issue of said Title Certificate to till date.

IV. **Development Agreement and General Power of Attorney:**

- 1 By and under a Development Agreement dated 3 April 2019 ("**said Development Agreement**"), registered with the office of Sub-Registrar of Assurances at Kalyan – 1 under serial number 6126 of 2019 on 30th May, 2019 and executed between Century Textiles and Industries Limited, therein referred to as 'CTIL' or the 'Owner' of the First Party and Birla Estates Private Limited, therein referred to as 'BEPL' or the 'Developer' of the Second Party, CTIL granted exclusive development rights in respect to the said Land in favour of Birla Estates Private Limited ("**BEPL**") for the consideration and on the terms and conditions as are more specifically

mentioned therein. We have been informed that the said Development Agreement is valid and subsisting.

- 2 By and under a General Power of Attorney dated 3 April 2019, registered with the office of Sub-Registrar of Assurances at Kalyan – 1 under serial number 6127 of 2019 ("**said GPOA**") and executed by Century Textiles and Industries Limited, therein referred to as the 'Owner' in favour of Birla Estates Private Limited, therein referred to as the 'Developer', CTIL irrevocably nominated, constituted and appointed BEPL at its attorney and granted certain powers to BEPL with respect to the said Land and in pursuance of the said Development Agreement as are more specifically stated therein.

V. Mortgages/ Charges and Re-conveyances:

- 1 Inter-alia, a portion of the said Land bearing Survey No. 16 which is described to admeasure 1.02.00 (which we are assuming to mean 1 Acre 02 Gunthas) together with all the buildings and structures thereon, both present and future and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future and all the movable properties/ equipments of CTIL in inter-alia CTIL's Rayon Division including its movable plant and machinery, machinery spares, tools and accessories and other movables, both present and future was mortgaged by CTIL under the i) Deed of Mortgage dated 22 June 2015, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 6113 of 2015 ("**said Deed of Mortgage dated 22 June 2015**"); ii) Deed of Mortgage dated 23 September 2015, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 9086 of 2015 ("**said Deed of Mortgage dated 23 September 2015**"); iii) Deed of Mortgage dated 24 March 2014, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 2398 of 2014 ("**said Deed of Mortgage dated 24 March 2014**"); iv) Deed of Mortgage dated 31 May 2013, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 3491 of 2013 ("**said Deed of Mortgage dated 31 May 2013**"); v) Deed of Mortgage dated 31 May 2016, registered with the office of Sub-Registrar of Assurances at BBE – 1 under serial number 4587 of 2016 ("**said Deed of Mortgage dated 31 May 2016**"); vi) Deed of Mortgage dated 16 February 2017, registered with the office of Sub-Registrar of

Assurances at BBE – 2 under serial number 2228 of 2017 (“**said Deed of Mortgage dated 16 February 2017**”) and vii) Deed of Mortgage dated 6 December 2013, registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 8441 of 2013 (“**said Deed of Mortgage dated 6 December 2013**”), on the terms and conditions more specifically mentioned therein (hereinafter, i) said Deed of Mortgage dated 22 June 2015, ii) said Deed of Mortgage dated 23 September 2015, iii) said Deed of Mortgage dated 24 March 2014, iv) said Deed of Mortgage dated 31 May 2013, v) said Deed of Mortgage dated 31 May 2016, vi) said Deed of Mortgage dated 16 February 2017 and vii) said Deed of Mortgage dated 6 December 2013, are all collectively referred to as the “**said Deeds of Mortgage**”). Further, we are assuming that land bearing Survey No. 16 which is inter-alia mortgaged in the said Deeds of Mortgage is actually land bearing Survey No. 16/1/5 (part).

- 2 We have been furnished with a copy of the i) said Deeds of Mortgage and ii) No objection letters/ no dues letters which are mentioned in the table herein below:

Sr. No.	Date and registration number of Deed of Mortgage	Mortgagor	Mortgagee/s	No objection letters/ No dues letters
i.	Deed of Mortgage dated 31 May 2013 registered with the office of sub-registrar of assurances at BBE – 2 under serial number 3491 of 2013.	Century Textiles & Industries Limited	A) State Bank of India B) State Bank of Travancore	i. Letter dated 18 th April 2019 issued by State Bank of India to CTIL inter-alia stating their no objection to the extent of releasing the assets of Century Rayon, Tyre-cord & Chemical division situated at Shahad, Kalyan, Maharashtra with respect to Charge ID number 10433162 and charge amount of Rs. 30 Crore; ii. Letter dated 20 December 2018 issued by State Bank of India to CTIL inter-alia stating that the term loan sanctioned to CTIL by State Bank of India, has been fully repaid/ liquidated with respect to Charge ID number 10456590 and limit sanctioned of Rs. 300

				Crores. iii. Letter dated 7 March 2015 issued by State Bank of Travancore inter-alia certifying that CTIL has repaid the corporate loan of Rs. 200 Crores and there is no dues pending towards this account.
ii.	Deed of Mortgage dated 6 December 2013 registered with the office of sub-registrar of assurances at BBE – 2 under serial number 8441 of 2013.	Century Textiles and Industries Limited	A) State Bank of India B) ICICI Bank Limited C) Punjab National Bank D) Union Bank of India E) CITI Bank N.A. F) IDBI Bank Limited G) HDFC Bank Limited	Letter dated 5 May 2017 issued by State Bank of India to CTIL wherein State Bank of India inter-alia stated that State Bank of India in their capacity as lead banker of the consortium banks convey their no objection for satisfying the Charge ID no. 90214879.
iii.	Deed of Mortgage dated 24 March 2014 registered with the office of sub-registrar of assurances at BBE – 2 under serial number 2398 of 2014.	Century Textiles and Industries Limited	A) State Bank of India B) Bank of Baroda C) State Bank of Hyderabad D) State Bank of Mysore	i. Letter dated 18 April 2019 issued by State Bank of India to CTIL inter-alia stating their no objection to the extent of releasing the assets of Century Rayon, Tyre-cord & Chemical division situated at Shahad, Kalyan, Maharashtra with respect to Charge ID number 10486213 and charge amount of Rs. 50 Crore; ii. Letter dated 19 May 2016 issued by State Bank of India certifying that CTIL were sanctioned a term loan of Rs. 50 Crores to part finance additional project cost. However, CTIL has not availed the loan. Hence they do not owe any amount to State Bank of India towards this loan. iii. Letter dated 10 May 2016 issued by State Bank of Mysore to CTIL inter-alia stating that there are no dues in respect of the additional term loan account

				of Rs. 82 Crores in records of State Bank of Mysore. iv. Letter dated 11 May 2016 issued by Bank of Baroda to CTIL inter-alia stating that Term Loan III of Rs. 100 crores (limited to Rs. 81 crores) was not availed by CTIL and hence there are no dues outstanding with respect to the captioned loan. v. Letter dated 27 May 2016 issued by State Bank of Hyderabad to CTIL inter-alia stating that Rupee Term Loan of Rs. 81 Crores was sanctioned to CTIL. The limit sanctioned to CTIL was not availed by CTIL and there is no outstanding as on date.
iv.	Deed of Mortgage dated 22 June 2015 registered with the office of sub-registrar of assurances at BBE – 2 under serial number 6113 of 2015.	Century Textiles & Industries Limited	A) ICICI Bank Limited B) HDFC Bank Limited C) INDUSIND Bank Limited D) State Bank of India	i. Letter dated 14 January 2019 issued by HDFC Bank Limited to CTIL inter-alia stating no objection to the extent of releasing the assets of Century Rayon, Tyre-cord & Chemical division situated at Shahad, Kalyan with respect to Charge ID number 10578395 and charge amount of Rs. 350 Crores. ii. Letter dated 4 February 2019 issued by ICICI Bank to CTIL inter-alia stating that the entire amount due and payable by CTIL in respect of the financial assistance of Rs. 3,000 million granted vide Facility Agreement dated 17 November 2014, has been repaid in full and the security provided to secure the afore mentioned facility of Rs. 3,000 million stands released. iii. Letter dated 23 December 2016 issued by IndusInd Bank Limited to CTIL inter-alia stating that the financial assistance not exceeding sanctioned limit of Rs. 250

				Crores availed by CTIL has been repaid in full and there are no further dues payable by CTIL in respect of the Medium Term Loan facilities sanctioned under account no. 512003468263. iv. Letter dated 7 January 2019 issued by State Bank of India to CTIL inter-alia stating that the term loan of Rs. 100 Crores sanctioned to CTIL by State Bank of India has been fully repaid/liquidated on 31st December, 2018. Therefore, the charge filed with ROC against the said term loan by State Bank of India may be satisfied.
v.	Deed of Mortgage dated 23 September 2015 registered with the office of sub-registrar of assurances at BBE - 2 under serial number 9086 of 2015.	Century Textiles & Industries Limited	A) Export-Import Bank of India B) The South Indian Bank Limited C) Aditya Birla Finance Limited D) Axis Bank Limited E) State Bank of Travancore	i. Letter dated 8 January 2019 issued by South Indian Bank Limited to CTIL inter-alia stating their no objection for releasing the assets of Century Rayon, Tyrecord and Chemicals division from security offered for South Indian Bank Limited's term loan. ii. Letter dated 28 December 2017 issued by Export-Import Bank of India to CTIL inter-alia stating their no objection for release of first pari passu charge on the fixed assets pertaining to CTIL's Viscose Filament Yarn business (Century Rayon, Tyrecord and Chemicals division) situated at Shahad, Kalyan (Maharashtra). iii. Letter dated 28 March 2018 issued by Aditya Birla Finance Limited to CTIL inter-alia stating that with reference to account no. 80000116 (Charge ID no. 10567561) and 80000135 (Charge ID no. 10593326) of Term Loan of Rs. 75 crores and Rs. 75 Crores

				sanctioned to CTIL, there are no dues outstanding in the name of CTIL. iv. Letter dated 22 February 2018 issued by State Bank of India to CTIL with respect to term loan of Rs. 200 crore (e-SBT), certifying that CTIL has repaid the term loan of Rs. 200 crores account no. 67318176127 on 1 February 2018 and there is no dues pending towards this account. v. Letter dated 16 March 2018 issued by Axis Bank Limited to CTIL inter-alia stating that they have no objection for satisfaction of charge with ROC for charge id number 10593050.
vi.	Deed of Mortgage dated 31 May 2016 registered with the office of sub-registrar of assurances at BBE – 1 under serial number 4587 of 2016.	Century Textiles & Industries Limited	State Bank of India	Letter dated 8 April 2019 issued by State Bank of India to CTIL inter-alia stating no objection to the extent of releasing the assets of Century Rayon, Tyre-cord & Chemical division situated at Shahad, Kalyan, Maharashtra with respect to Charge ID number 100034624 with respect to charge amount of Rs. 500 Crores.
vii.	Deed of Mortgage dated 16 February 2017 registered with the office of sub-registrar of assurances at BBE – 2 under serial number 2228 of 2017.	Century Textiles and Industries Limited	HDFC Bank Limited	Letter dated 14 January 2019 issued by HDFC Bank Limited to CTIL inter-alia stating no objection to the extent of releasing the assets of Century Rayon, Tyre-cord & Chemical division situated at Shahad, Kalyan with respect to Charge ID number 100081931 and charge amount of Rs. 350 Crores.

3 The (i) said Deed of Mortgage dated 23 September 2015; (ii) said Deed of Mortgage dated 24 March 2014; (iii) said Deed of Mortgage dated 31 May 2013; (iv) said Deed of Mortgage dated 31 May 2016; (v) said Deed of Mortgage dated 16 February 2017 and (vi) said Deed of Mortgage dated 6 December 2013 were not recorded in the said Title Certificate as they did not get reflected in the property search reports mentioned in the said Title

Certificate and neither were their photocopies furnished to us by CTIL. It appears that the said Deeds of Mortgage have not been sent for noting to the concerned Sub-Registrar of Assurances at Kalyan and therefore the said Deeds of Mortgage have not got reflected in the property search reports mentioned in the said Title Certificate. Since a photocopy of said Deed of Mortgage dated 22 June 2015, was furnished by CTIL at the time of issuing the said Title Certificate, the said Title Certificate records only the said Deed of Mortgage dated 22 June 2015. Though this Supplemental Certificate is in continuation and in furtherance to the said Title Certificate, for the reason specified hereinabove and on the specific request of CTIL, we have mentioned the said Deeds of Mortgage in this Supplemental Certificate.

4 **Online ROC Search Report of CTIL:**

- i. We have perused an online general ROC Search Report dated 4 July 2019 of CTIL ("**said ROC Report**") issued by Jaya Sharma & Associates, which appears to have been signed/ issued at 11.30 am, 4 July 2019. The said ROC Report is annexed herewith as '**Annexure – B**'.
- ii. The said ROC Report reflects many charges created by CTIL. In the said ROC Report, from and out of the charges/ entries which are shown to be subsisting/ outstanding as of the date of issue of the said ROC Report, there appears to be no mention of any subsisting/ outstanding charge on the said Mortgaged Properties (defined herein after).
- iii. Based on the documents furnished to us which are more specifically mentioned in Clause V (2) hereinabove and based on the said ROC Report, we are of the view that there is no subsisting/ outstanding charge on the said Mortgaged Properties (defined hereinafter).

5 **Re-conveyance:**

- i. By and under a Deed of Re-conveyance dated 3 July 2019 registered with the office of Sub-Registrar of Assurances at BBE - 4 under serial number 7386 of 2019 and executed between HDFC Bank Ltd., therein referred to as the 'HDFC'/ 'Bank'/ 'Mortgagee' of the First Part and Century Textiles and Industries Limited, therein

referred to as 'the Borrower/ Mortgagor' of the Second Part, HDFC Bank Limited reconveyed in favour of CTIL, inter-alia a portion of the said Land bearing Survey No. 16 which is described to admeasure 1.02.00 (which we are assuming to mean 1 Acre 02 Gunthas) together with all the buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future and also the movable properties/ equipments of CTIL in CTIL's Rayon Division (which were inter-alia mortgaged by CTIL in favour of HDFC Bank Ltd. vide Deed of Mortgage dated 16 February 2017 registered with the office of Sub-Registrar of Assurances at BBE – 2 under serial number 2228 of 2017), on the terms and conditions as are more specifically mentioned therein.

- ii. By and under a Deed of Re-conveyance dated 3 July 2019 registered with the office of Sub-Registrar of assurances at BBE - 4 under serial number 7387 of 2019 and executed between (i) HDFC Bank Ltd., therein referred to as the 'HDFC'/'Bank'/'First Mortgagee' of the First Part, (ii) ICICI Bank Limited, therein referred to as the 'ICICI'/'Bank'/'Second Mortgagee' of the Second Part, (iii) IndusInd Bank Limited, therein referred to as 'INDUSIND'/ 'Bank'/' Third Mortgagee' of the Third part, (iv) State Bank of India, therein referred to as the 'Bank'/'Fourth Mortgagee' of the Fourth Part and (v) Century Textiles and Industries Limited, therein referred to as 'the Borrower'/'Mortgagor' of the Fifth Part, HDFC Bank Ltd., ICICI Bank Limited, IndusInd Bank Limited and State Bank of India re-conveyed in favour of CTIL, inter-alia a portion of the said Land bearing Survey No. 16 which is described to admeasure 1.02.00 (which we are assuming to mean 1 Acre 02 Gunthas) together with all the buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future and also the movable properties/ equipments of CTIL in CTIL's Rayon Division (which were inter-alia mortgaged by CTIL in favour of HDFC Bank Ltd., ICICI Bank Limited, IndusInd Bank Limited and State Bank of India vide Deed of Mortgage dated 22 June 2015, registered with the office of Sub-registrar of Assurances at BBE – 2 under serial number 6113 of 2015), on the terms and conditions as are more specifically mentioned therein.

- iii. As mentioned in Clause V (2) hereinabove, we have been furnished with a copy of the no-objection letters/ no dues letters received by CTIL in respect to the said Mortgaged Properties (defined hereinafter). However, we have been informed by CTIL that the execution and registration of the Deeds of Re-conveyance with respect to the charge/ mortgage created by CTIL in favour of mortgagees in the (i) said Deed of Mortgage dated 23 September 2015, (ii) said Deed of Mortgage dated 24 March 2014, (iii) said Deed of Mortgage dated 31 May 2013, (iv) said Deed of Mortgage dated 31 May 2016 and (v) said Deed of Mortgage dated 6 December 2013, over a portion of the said Land bearing Survey No. 16 [which we are assuming to be Survey No. 16/1/5 (part)] which is described to admeasure 1.02.00 [which we are assuming to mean 1 Acre 02 Gunthas] together with all the buildings and structures thereon both present and future and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future and also the movable properties/ equipments etc. of CTIL in CTIL's Rayon Division, are in progress. The portion of the said Land bearing Survey No. 16 [which we are assuming to be Survey No. 16/1/5 (part)] which is described to admeasure 1.02.00 [which we are assuming to mean 1 Acre 02 Gunthas] together with all the buildings and structures thereon both present and future and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future and also the movable properties/ equipments etc. of CTIL in CTIL's Rayon Division, are hereinafter collectively referred to as the "**said Mortgaged Properties**". The (i) said Deed of Mortgage dated 23 September 2015, (ii) said Deed of Mortgage dated 24 March 2014, (iii) said Deed of Mortgage dated 31 May 2013, (iv) said Deed of Mortgage dated 31 May 2016 and (v) said Deed of Mortgage dated 6 December 2013, are hereinafter all collectively referred to as the "**said 5 Deeds of Mortgage**".

VI. **Search Report:**

- 1 We have perused a search report dated 10 May 2019 issued by Mr. Harish D. Mashelkar, from year 1972 to 1 May 2019 with respect to the said Land ("**said Search Report**"). The original said Search Report is annexed hereto as '**Annexure – C**'.

- 2 Since this Supplemental Certificate is in continuation and in furtherance to the said Title Certificate dated 31 December 2018 and since this Supplemental Certificate is issued for the time period starting from 31 December 2018 onwards, we have limited our perusal/ analysis of the said Search Report only with respect to entries from the period 31 December 2018 to 1 May 2019. The said Search Report does not reflect any entry from the period 31 December 2018 to 1 May 2019.

VII. Change of Name:

We have been informed by a representative of CTIL that the name of 'The Century Spinning & Manufacturing Company Ltd.' was changed to Century Textiles and Industries Limited in the year 1987.

VIII. Litigation:

- 1 We have been furnished with a copy of a Writ Petition bearing St. No. 13920 of 2019 dated 2 May 2019 filed in the Bombay High Court ("**said Writ Petition**") by one Bholenath Undrya Kashelkar (Petitioner) against (i) Vishwanath Anant Phadke (Respondent No. 1), (ii) Gulam Ahmad Gulam Ali Maulavi (Respondent No. 2), (iii) Abdul Rajak Gulam Ali Maulavi (Respondent No. 3), (iv) Shehjan Begum Gulam Akbar Fungari (Respondent No. 4), (v) Maistisl Abdul Mohsin Arab (Respondent No. 5), (vi) Najneen Begum Hissamuddin Fuki (Respondent No. 6), (vii) Rashidabegum Jainuddin Maulavi (Respondent No. 7), (viii) Century Chemicals (Respondent No. 8), (ix) Sanjay Vasant Jogalekar (Respondent No.9), (x) Prabhakar (Kiran) Krishnaji Jogalekar (Respondent No. 10) and (xi) Nayana Krishnaji Jogalekar (Respondent No. 11).
- 2 From perusal of the said Writ Petition it inter-alia appears that:
- (i) Tenancy Appeal No. 4 of 2000 was filed by the Petitioner's father before the Ld. S.D.O., Thane thereby challenging the order dated 6th May, 1964 passed by the Ld. Tahsildar and A.L.T., Shahad in Tenancy Case No. 32/G/ Shahad.
 - (ii) On 22 May 2003, the Ld. S.D.O., Thane was pleased to pass the order thereby dismissing the Tenancy Appeal No. 4 of 2000 and also confirming the order dated 6 May 1964 passed in Tenancy Case No. 32/G/ Shahad.

- (iii) Being aggrieved by the order dated 22 May 2003 passed by the Ld. S.D.O., Thane, the Petitioner preferred a Revision Application bearing No. 86 of 2017 before the Ld. Maharashtra Revenue Tribunal, Mumbai.
- (iv) The Ld. Member, M.R.T., Mumbai passed an order dated 30 October 2018 thereby dismissing the Revision Application filed by the Petitioner.
- (v) The Petitioner is challenging the legality, validity and propriety of the order dated 30 October 2018 passed in RTS Revision No. 86 of 2017 and the order dated 22 May 2003 passed in Tenancy Appeal No. 4 of 2000, by way of the said Writ Petition.
- (vi) No order has yet been passed in the said Writ Petition.

IX. Public Notice:

We had issued a Public Notice dated 28 February 2017 in two newspapers (1) Navshakti (Marathi language) and (2) Free Press Journal (English language) investigating title of Century Rayon (a division of Century Textiles & Industries Limited) to the said Land. However, we have not received any Notice and/or Letters and/or any written correspondence claiming any right, title and interest in the said Land. No advertisements have been issued subsequently.

X. Inspection of Original Documents:

- 1 We have been given inspection of the following documents by CTIL on 18 June 2019:
 - a. Development Agreement dated 3 April 2019 registered with the office of Sub-Registrar of Assurances at Kalyan – 1 under serial number 6126 of 2019 and executed between Century Textiles and Industries Limited, therein referred to as 'CTIL' or the 'Owner' of the First Party and Birla Estates Private Limited, therein referred to as 'BEPL' or the 'Developer' of the Second Party.
 - b. General Power of Attorney dated 3 April 2019 registered with the office of Sub-Registrar of Assurances at Kalyan – 1 under serial number 6127 of 2019 and executed by Century Textiles and Industries Limited, therein referred to as the 'Owner' in favour of Birla Estates Private Limited, therein referred to as the 'Developer'.

- c. A Deed of Sale dated 23 October 1964 registered with the office of Sub-Registrar of Assurances at KLN under serial number 2032 of 1964 and executed between Gulamali Gulam Hussein Moulvi (therein referred to as 'the Vendor') of the One Part and the Century Spinning and Manufacturing Company Limited, proprietors of Century Rayon (therein referred to as the 'Purchaser' of the Other Part.
- 2 Though this Supplemental Certificate is in continuation and in furtherance to the said Title Certificate, we have now taken inspection of the above mentioned Deed of Sale dated 23 October 1964, registered with the office of Sub-Registrar of Assurances at KLN under serial number 2032 of 1964. We have been informed that the afore mentioned original Deed of Sale dated 23 October 1964, registered with the office of Sub-Registrar of Assurances at KLN under serial number 2032 of 1964 was deposited in the custody of ICICI Bank Ltd. (as mentioned in Clause 5 (C) of the said Title Certificate) and the same has now been released by ICICI Bank Ltd. to CTIL.

XI. Conclusion:

In our opinion, subject to what has been stated in the (i) said Title Certificate and (ii) this Supplemental Certificate, the title of CTIL to the said Land is clear and marketable and BEPL is entitled to develop the said Land as per the terms and conditions of the said Development Agreement and after obtaining all the requisite permissions and approvals as per the applicable law and as permissible under the applicable law.

XII. GENERAL:

1. This Supplemental Certificate is issued solely on the basis of the documents provided by you as mentioned above and we have no obligation to update this Supplemental Certificate with any information or replies or documents received by us beyond this date.
2. We are not qualified to and have not independently verified the area of the said Land. We have referred to and retained the admeasurements in Hectors, ares, acres, gunthas, square yards and square meters, as we have found them in various documents.
3. We have not visited the site on which the said Land is situated.
4. For the purpose of this Supplemental Certificate, we have assumed:

- (i) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - (ii) That there have been no amendments or changes to the documents examined by us.
 - (iii) The accuracy and completeness of all the factual representations made in the documents.
 - (iv) That all prior documents have been adequately stamped and duly registered.
 - (v) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Supplemental Certificate is correct and otherwise genuine.
 - (vi) Each document binds the parties intended to be bound thereby.
 - (vii) Photocopies provided to us are accurate photocopies of originals.
5. For the purposes of this Supplemental Certificate, we have relied upon information relating to:
- (i) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - (ii) Boundaries on the basis of the documents provided to us by the clients.
6. For the purposes of this Supplemental Certificate, we have relied upon:
- (i) Photocopies of documents.
 - (ii) Property card in respect of the said Land.
7. For the purposes of this Supplemental Certificate, we have not verified inter-alia the revenue records (including 7/12 extracts, mutation entries, property register cards etc.) with respect to the said Land.
8. We have not carried out any litigation searches in any courts/ tribunals/ authority etc. with respect to the said Land or CTIL and therefore (save and except the said Writ Petition mentioned in Clause VIII hereinabove) we have not ascertained whether there is any pending litigation, arbitration, proceeding, enquiry, claim, demand etc. before any court of law, tribunal,

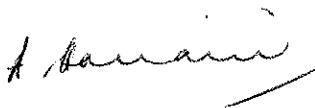
arbitrator, authority/s etc. which has any effect on the title of the said Land or otherwise.

9. We have not inspected any original documents.
10. We have not been furnished with a copy of any permission, approval or sanction, if any obtained by CTIL and/ or BEPL with respect to the said Land and therefore we have not ascertained whether the terms and conditions of the permissions, approvals or sanctions, if any obtained by CTIL and/ or BEPL, have been complied with by CTIL and/ or BEPL or not. We have not investigated about the developability of the said Land and therefore we do not comment on the same.
11. For the purpose of this Supplemental Certificate, we have relied upon information relating to lineage, if applicable on the basis of revenue records and information provided to us by you.
12. We are not certifying the boundaries of the said Land nor are we qualified to express our opinion on physical identification of the said Land. We also do not express our opinion on matters related to actual physical use of the said Land.
13. We express no view about the user/reservations/FSI/or developability of said Land.
14. We have not perused any development plan remark/s or the development plan with respect to the said Land.
15. We have not perused any property tax bills or receipts with respect to the said Land and therefore we do not comment on whether the property taxes with respect to the said Land are paid or not.
16. We have not verified issues relating to reservation of the said Land or any portion thereof by Governmental Authorities.
17. We have not verified whether any non-agricultural assessment or any taxes, levies, assessments etc. are duly paid by CTIL with respect to the said Land and/ or with respect to the structures standing on the said Land or not and therefore we do not comment on the same.
18. We have not verified the market value of the property involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.

19. We have assumed the legal capacity of all natural persons, genuineness of all signatures and authenticity of all the documents referred to in this Note.
20. We have not verified nor ascertained whether the said Land was affected by the provisions of any land ceiling acts including the Urban Land (Ceiling & Regulation) Act, 1976 and/ or The Urban (Land Ceiling and Regulation) Repeal Act, 1999 and therefore, we do not comment on the same.
21. We have assumed that all prior title documents and other documents have been adequately stamped and registered.
22. We have not perused any Plans with respect to the said Land.
23. We have not ascertained whether the building/s/ project/s proposed to be constructed/ constructed on the said Land or any part thereof are registered with the Real Estate Regulatory Authority ("RERA") or not. We have not perused the RERA website with respect to the building/s/ project/s proposed to be constructed/ constructed on the said Land or any part thereof and therefore we do not comment on the same.
24. We are not authorized or qualified to express an opinion relating to plans, permissions, approvals or development potential of the said Land.
25. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
26. This Supplemental Certificate is limited to the matters pertaining to Indian Law (as on the date of this Supplemental Certificate) alone and we express no opinion on laws of any other jurisdiction.

Dated this 11th day of July 2019.

For M/s. Hariani & Co.



Partner

Encl : as above.