



महाराष्ट्र MAHARASHTRA

2017

RY 545147



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
- 7 JUL 2017
सक्षम अधिकारी

श्री. प्र. ना. विंचघरे

FORM 'B'
[See rule 3(6)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL
BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED
BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of MR. ANUJ JINTENDRA MEHTA , and HARRESH
NAVNITRAI MEHTA Partners of M/s GIRNAR BUILDERS & DEVELOPERS
(PAN No. AAGFG 8863P) a partnership firm registered under the provisions of the
Indian Partnership Act, 1932 and having its office at 112-122, Hira Bhavan, Rajaram
Mohan Roy Road, Prathana Samaj, Mumbai - 400 004, hereinafter referred to as "the
Firm" (which expression shall unless it be repugnant to the context or meaning thereof be

[Handwritten signatures]

[illegible]

RECEIVED
M.N.P.
Mumbai
Reg-N
ME

deemed to mean and include its Partners and their successors and assigns) do hereby solemnly declare, undertake and state as under:

1. The Developer/Promoter M/s **GIRNAR BUILDERS & DEVELOPERS** is entitled to construct Building Known as "**LIFESCAPES PRITHVII**" bearing CTS No.1271B/1 situated at Jivdaya lane, Ghatkopar (West) Mumbai admeasuring 10,340.20 sq. mtrs and as per CTS extract admeasuring 10360.20 sq. mtrs. (hereinafter referred to as the said Property) We enclose herewith authenticated Copy of the Certificate of title dated 9th December,2011 issued by M/s. Federal & Rashmikant, Advocates & Solicitors.
2. The details of encumbrances including dues and litigation, details of any rights, title, interest or name of any party in or over such land, along with details are enclosed herewith.
3. The Promoter undertakes to complete the Project by July 2020.
4. That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
5. That the amounts from the separate account shall be withdrawn in accordance with Rule 5 of the Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.
6. That the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

h

Am



7. That the promoter shall take all the pending approvals on time, from the competent authorities.
8. That the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of these rules, within seven days of the said changes occurring.
9. That the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

M/S. GIRNAR BUILDERS & DEVELOPERS


MR. ANUJ J. MEHTA

MR. HARRESH NAVNITRAI MEHTA
PARTNERS
DEPONENT

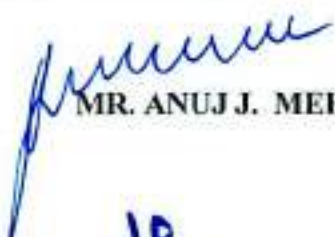


VERIFICATION

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at 17 on this ⁷ day of 2017.

M/s GIRNAR BUILDERS & DEVELOPERS


MR. ANUJ J. MEHTA


MR. HARRESH NAVNITRAI MEHTA

PARTNERS
DEPONENT

BEFORE ME

17.7.17



S. M. N. Naqvi
NOTARY
Government of India,
Mumbai & Thane Dist.



SR. No. 685 P. No. 70
NOTARY Registrar 119 Date



LIST OF ENCUMBRANCES

- 1) There is existing college constructed on the reservation plot bearing CTS No.1217D/4 and the we have provided and/or obliged to provide 9 mtr. wide permanent, exclusive and undisturbed access to the existing college constructed on the reservation plot bearing CTS No.1217D/4 from the said Property.
- 2) Certain flats in the building known as "Lifescapes Prithvii" situated on the said Property as more particularly stated therein have been secured a loan by way of (i) a Deed of Mortgage dated 31st July, 2015, bearing registration no. 8733 of 2015 and (ii) a Deed of Mortgage dated 31st July, 2015, bearing registration no. 8732 of 2015 from (i) Mr. Jaykant Keshavlal Chitalia (ii) Mr.Hetal Jaykant Chitalia and (iii) Mrs. Rajni M. Desai and the sale of the flats is subject to the terms of the conditional no objection issued by (i) Mr. Jaykant Keshavlal Chitalia (ii) Mr.Hetal Jaykant Chitalia and (iii) Mrs. Rajni M. Desai. The detail list of Flats mortgaged as below:
 - (1) Flat No.101 on 1st floor of Wing "A", admeasuring 1279.62 sq.ft. equivalent to 118.92 sq.mtrs carpet area;
 - (2) Flat No.102 on 1st floor of Wing "A", admeasuring 1282.42 sq.ft. equivalent to 119.18 sq.mtrs carpet area;
 - (3) Flat No.103 on 1st floor of Wing "A", admeasuring 1271.23 sq.ft. equivalent to 118.14 sq.mtrs carpet area;
 - (4) Flat No.104 on 1st floor of Wing "A", admeasuring 825.60 sq.ft. equivalent to 76.72 sq.mtrs carpet area;
 - (5) Flat No.202 on 2nd floor of Wing "A", admeasuring 1282.42 sq.ft. equivalent to 119.18 sq.mtrs. carpet area;
 - (6) Flat No.203 on 2nd floor of Wing "A", admeasuring 1271.23 sq.ft. equivalent to 118.14 sq.mtrs carpet area;
 - (7) Flat No.101 on 1st floor of Wing "B", admeasuring 1276.50 sq.ft. equivalent to 118.63 sq.mtrs carpet area;
 - (8) Flat No.102 on 1st floor of Wing "B", admeasuring 1277.47 sq.ft. equivalent to 118.72 sq.mtrs carpet area;
 - (9) Flat No.103 on 1st floor of Wing "B", admeasuring 824.63 sq.ft. equivalent to 76.63 sq.mtrs carpet area;
 - (10) Flat No.104 on 1st floor of Wing "B", admeasuring 833.89 sq.ft. equivalent to 77.49 sq.mtrs. carpet area;

Am



Federal & Rashmikant (Re. d.)
ADVOCATES, SOLICITORS & NOTARY

*Mr. S. Federal
& Rashmikant
S. R. Lakshmi (Mrs.)
Mr. S. Federal
R. R. Lakshmi*

In reply please quote

F/7477/2011

e-mail : fnr@fnrlegal.com
fnr@vsnl.com

(+91-22) 4220 2221
2265 3551 / 85 / 86
2261 8725 - 2270 3860
Fax : 91-22-2261 6171

Sekaria Chambers,
1st Floor, Office Nos. 101-104,
139 Nagindas Master Road,
Opp. Commerce House, Fort,
Mumbai - 400 023.

9th December, 2011

To,
M/s. Girnar Builders and Developers
Gordhan Building No. II, 2nd floor,
12/14, Dr. Parekh Street,
Prarthana Samaj,
Mumbai-400 004

Dear Sirs,

Re: In the matter of all that pieces and parcels of lands or grounds with structures thereon bearing new CTS No. 1271B/1 of Village Ghatkopar-Kirol, Taluka Kurla, admeasuring in total 10,340.20 sq.mtrs. and as per CTS extract admeasuring 10340.20 sq.mtrs., situated at Ghatkopar (West) in the Registration District of Mumbai Suburban. (The said Property)

As requested by you, we have investigated the title of Shri Ghatkopar Sarvajani Jeevdaya Khata to the said Property and have to state as under.

This is to certify that on behalf of our clients M/s. Girnar Builders and Developers, we have investigated the title of the above Property, and more particularly described in the Second Schedule hereunder written, and have caused searches from the period from 1971 to 2010 through property investigator Mr. Shrinivas A. Chipkar in the office of the Sub-Registrar of Assurances at Mumbai, Bandra and Chembur and have also issued Public Notices in The Free Press Journal, Mumbai Samachar on 1st November, 2010. The Index for most of the period is in torn condition. The computerized Index II from 2002 is not properly maintained. We have inspected the original documents mentioned hereafter, produced to us and have to report as under:

[Signature]
[Signature]



1. From the recital of the title deeds it appears that in the year 1928, Mr. Amratlal Amarchand Madhavji had subscribed a sum of Rs.4000/- to the funds of the "Shri Ghatkopar Sarvajanic Jeevdaya Kirta", (hereinafter called "the said Trust") constituted for saving milk chattel from going to Bombay Slaughter Houses, on a condition that a proper Trust Deed of the said Trust be executed. Pending execution of the Trust Deed, the said Mr. Amratlal Amarchand Madhavji invested the said sum of Rs.4000/- in the purchase in his own name of the lands at Ghatkopar with an intent to convey the same to the said Trust when a proper Trust Deed is executed.

2. Accordingly by a Conveyance dated 1st April, 1929 made between Motilal Trikamlal, Ramarajal Maneklal, Jayandra Ramarajal and Arunchandra Ramarajal therein called the Vendors of the One part and Mr. Amratlal Amarchand Madhavji, therein called the Purchasers of the other part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1801 of 1929 of Book No. 1 on 18th April, 1929, the Vendors therein conveyed, transferred and assured unto the Purchasers therein all that piece or parcel of land bearing Survey No. 42 Pot No.5 and Survey No.42 Falni No.1 both together admeasuring 5612 sq.yards i.e. 4691.63 sq.mtrs. or thereabouts, situate in the village of Kiroli Taluka South Salsette Bombay Suburban District within the registration Sub-District of Bandra, and more particularly described in the Schedule "A" thereunder written at or for the consideration and on the terms and conditions therein mentioned.



FEDERAL & RASHMIKANT

Cont. Sheet No. _____

3. By a Deed Poll dated 5th August 1931 registered with the office of the Sub-Registrar of Bombay under Serial No.3348 on 29th October, 1931 executed by Vellu Lakhamsey Neppoo, Naginadas Amulakhrai, Amratlal Raichand Javeri, Premji Gopalji and Chimanlal Popatlal Shah as the Trustees of the Charitable Association at Ghatkoper called "Shri Ghatkoper Sarvajanik Jeevdaya Khata" therein referred to as the said Association and hereinafter referred to as "the Trust" in their capacity as the Trustees inter alia declared that the said Association is the real owner of various movable and immovable properties described in the First and Second Schedules thereunder written inclusive of the lands bearing Survey No.40, Fahi No.5 (Portion) admeasuring 1672 sq. yards i.e. 1379.79 sq. mtrs. of Village Kirol, Taluka South Salsette and Survey No.43, Pot No.3, admeasuring 151 sq. yards i.e. 126.23 sq. mtrs. also of Village Kirol, Taluka South Salsette, bearing Survey No.40, Fahi No.5 (part) admeasuring 3243 sq. yards i.e. 2711.14 sq. mtrs., Survey No.43, Pot No.2 (part) admeasuring 429 sq. yards i.e. 358.64 sq. mtrs. and Survey No.43, Fahi No.3 admeasuring 30 sq. yards i.e. 25.08 sq. mtrs. aggregating to 3702 sq. yards i.e. 3094.87 sq. mtrs. also of Village Kirol, Taluka South Salsette, and Land bearing Entry No.539, Survey No.43, Pot No.1, admeasuring 192 sq. yards i.e. 996.51 sq. mtrs. also of Village Kirol, Land bearing Survey No.43, Fahi No.4, admeasuring 55 sq. yards i.e. 45.98 sq. mtrs. also of Village Kirol, Taluka South Salsette and Survey No.43, Pot No.1, Hissa No.2, admeasuring 753 sq. yards i.e. 612.78 sq. mtrs. and Survey No.43, Pot No.8, Hissa Nos.1 and 2, admeasuring 1020 sq. yards i.e. 852.72 sq. mtrs., and

Am



Survey No.43, Pot No.4 admeasuring 151 sq.yards i.e. 126.23 sq.mtrs., aggregating to 1904 sq.yards i.e. 1591.74 sq.mtrs. wrongly mentioned as 1924 sq. yards, also of Village Kiroi, Land bearing Survey No.42, Pot No.5, admeasuring 196 sq. yards i.e. 163.85 sq. mtrs. also of Village Kiroi, totally admeasuring 8872 sq.yards i.e. 7416.99 sq.mtrs. wrongly mentioned as 8892 sq. yards.

4 By an Indenture dated 31st March, 1932 registered with the Sub-registrar of assurances at Bombay under Sr. No. BOM-1107/1932 on 3rd May, 1932 made between Amratlal Amarchand Madhavi, of the one part and Mr. Veilji Lakhartsey Napoo, Nagindas Amulakhrai Mehta, Chimanlal Popatlal Shah, Amratlal Raichand Jhaveri and Premji Gopalji, the then Trustees of the said Trust as Donee, Mr. Amratlal Amarchand Madhavi after inter alia reciting the hereinbefore recited Indenture of Conveyance dated 18th April, 1929 and the said Deed Poll dated 5th August, 1931 erroneously referred to as Deed Poll dated 24th August, 1931, granted, conveyed and transferred unto the said Trustee of the said trust all that piece or parcel of land bearing Survey No. 42 Pot No.5 and Survey No.42 Falsi No.1 both together admeasuring 5612 sq.yards i.e. 4691.63 sq.mtrs. or thereabouts, situate in the village of Kiroi Taluka South Salsette Bombay Suburban District in the registration Sub-District of Bandra.

5 By an Indenture dated 29th March, 1934 registered with the Sub-Registrar of assurances at Bombay under Sr. No. BOM-2082/1934 on 18th July, 1934 made between Kheraj Shamji, Khetsi Kheraj through his father and natural guardian Mr. Kheraj Shamji, Lalji Mulji, Ramji Lalji and Manjaldas Lalji a minor through

Am



FEDERAL & RASHMIKANT

Cont. Sheet No. _____

his father natural guardian Mr. Lalji Mulji, Ranchhoddas Jethabhai and Bhagwandas (alias Kakubhai) Jivandas, therein called the "Vendors" of the one part and Mr. Velji Lakhamsey, Nagindas Amulakhrai, Premji Gopalji, Amratilal Raichand Jhaveri and Chimanlal Popatlal Shah, all the then Trustees of the said Trust therein called the "Purchasers" of the other part, in order to consolidate their respective holding, the parties have agreed to exchange their respective plots of lands and accordingly the Vendors therein did convey and transfer unto the Purchasers therein i.e. the said Trust, all that piece or parcel of land or ground situated at Chaskopar in the registration sub-district of Bandra, Bombay and containing by admeasurement 1004 sq.yards i.e. 839.34 sq.mtrs. or thereabouts bearing Survey No.43 Pot No.5(part) admeasuring 341 sq. yards i.e. 285.07 sq.mtrs. or thereabouts and survey No.43 Pot No.6 (part) admeasuring 451 sq.yards i.e. 377.03 sq.mtrs. and Survey No.42 Pot No.4 admeasuring 212 sq.yards i.e. 177.23 sq.mtrs. or thereabouts and more particularly described in the First Schedule thereunder written.

6. The recital of the hereinbefore mentioned Indenture dated 29th March, 1934 inter alia records that simultaneously with the execution thereof the parties thereto have executed the Conveyance in respect of an area of 1007 sq.yards out of land bearing Survey No.42 Pot No.5, Survey No.42 Falni No.1, whereby the area belonging to the said Trust under the Conveyance dated 18th April, 1929 was reduced to 5609 sq.yards i.e. 4689.12 sq.mtrs. and description of the land has been changed to include Survey No.43 Pot No.5(pt), Survey No. 43 Pot No.6(pt)

Am



and Survey No.42 Pot No.4. You have informed us that neither original nor copy of such conveyance is available and/or traceable.

7. By a Conveyance dated 30th July, 1941 registered in the office of Sub-registrar of assurances at Bombay, under Sr. No. BOM/3141/1941 made between (1) Pragji Narayanji, (2) Gokuldas Pragji, (3) Lakhmidas Devji, (4) Tulsidas Devji and (5) Pratap Devji, (3) to (5) through his father and natural guardian Devji Narayanji, therein called the "Vendors" of the one part and Mr. Veilji Lakhamsey Naproo, Amrutlal Rayachand Javeri, Manekda Amulakhrui Mehta, Chimandlal Popatlal Shah and Jamnadas Khushaldas Vora, the then Trustees of the said Trust, the Vendors did convey and transfer unto the Purchasers therein all those lands situated in the village of Kiroi Taluka South Salsette, Survey No. 40, old F.No. 5 (pt) New Hissa No.4 (pt) admeasuring area 3947 sq.yards i.e. 3299.69 sq.mtrs. and survey No.46, Hissa No.4(pt) admeasuring area 478 sq.yards i.e. 399.60 sq.mtrs., admeasuring in aggregate 4425 sq.yards i.e. 3699.30 sq.mtrs. or thereabout and more particularly described in the Schedule thereunder written as properties A and B, unto the Purchasers viz. the said Trust, for the consideration and on the terms, conditions and covenants therein contained.

8. The said Trust was duly registered as Public Charitable Trust under the Bombay Public Trust Act, 1930 vide Registration Certificate dated 28th February, 1954 under Regd. No. A-912.



DERAL & RASHMIKANT

Cont. Sheet No. _____

9. You have informed us that out of the aforesaid lands of the Trust, parts are encroached upon, part is under D.P. Road and part is for access to the college and telephone authority.

10. Accordingly the said Trust became entitled to all those pieces and parcels of lands bearing C.T.S. No. 1271 B, 1271 C, 1271 G, 1271 G (part) and now bearing CTS No. 1271B/1, 1271B/2, 1271B/3, all of Village Chhatkopar-Kirol, Taluka Kurla altogether admeasuring 10980.60 sq.mtrs., which is more particularly described in the First Schedule hereunder written, and hereinafter referred to as "the Entire Property".

11. The north east corner portion of the Entire property admeasuring 620.38 sq. mtrs. approximately was encroached upon by Shree Ratanchintamani Parshwanath Shwetamber Murtipujak Tapogachh Jain Sangh and constructed a Derasar thereon. The said Trust had filed a Suit in the High Court of Judicature at Bombay being Suit No. 977 of 2000 against Shree Ratanchintamani Parshwanath Shwetamber Murtipujak Tapogachh Jain Sangh, for various reliefs set out therein. The said suit was settled and the parties to the said suit signed the Consent Terms dated 08.07.2002, whereby, the said Trust agreed to grant a lease of an area admeasuring 620.38 sq. mtrs. or thereabouts in favour of the said Shree Ratanchintamani Parshwanath Shwetamber Murtipujak Tapogachh Jain Sangh. The suit was disposed of by His Lordship the Hon'ble Mr. Justice D.Y. Chandrachud on 4th September, 2002. Accordingly after obtaining permission under Section 36 of the Bombay Public Trust Act, from the Charity

22

Am



Commissioner, dated 6th August, 2005, the said Trust executed a Lease (appears to be wrongly dated as 18th July, 2005) in favour of Shree Ratanchintamani Parshwanath Shwetamber Murtipujak Tapogachh Jain Sangh, since the recital therein refers to the date of Charity Commissioner Order dated 6th August, 2005 in respect of the said area of 620.38 sq.mtrs. bearing Sd CTS No. 1271 (pt) and 1272 of village Kirol for a period of 99 years from August, 2002 at the yearly rent of Rs.12/- and for the consideration and all the terms, conditions and covenants therein contained. The said lease is registered under Sr. No. BDR-13-06981-2005 on 31st August, 2005. The said Lease inter alia records that the Lessee shall not be entitled to use and consume FSI of not more than 6750 sq.ft. i.e. 627.32 sq.mtrs. out of the FSI then available in respect of the demised premises.

12. Since the said Trust desired to develop the remaining portion of the said Entire Property i.e. all that piece or parcel of land situate lying and being at Ghatkopar (West) bearing New CTS No. 1271 B/1, admeasuring 10,340.20 sq.mtrs. of Village Ghatkopar-Kirol, Taluka K. rla and more particularly described in the Second Schedule hereunder written and for the sake of brevity hereinafter referred to as "the said Property", the said Trust invited tenders from the Public at large vide Public Notice dated 14th April, 2004 in Navshakti and Mumbai Samachar and the said the Trust by their letter dated 08.04.2005, addressed to M/s Chitalis Builders accepted their offer on the terms and conditions mentioned therein.

Am



DERAL & RASHMIKANT

Cont. Sheet No. _____

13. The said M/s Chitalla Builders by their letter dated 1st May, 2005 nominated you, hereinafter referred to as "the Developers" for the purpose of development of the said Property.

14. Accordingly by Memorandum of Understanding (MOU) dated 6th May, 2005 made between the said Trust and the said M/s. Girnar Builders and Developers, the Trust agreed to grant and appoint the Developers, as the Developers of the said Entire Property and authorized them to construct building/s by consuming, utilizing FSI as per the details set out in Recital A and in Annexure 1 annexed thereto subject to permission of the Charity Commissioner, for the consideration and on the terms and conditions therein recorded.

15. The Trust made an application dated 21st May, 2005, to the Charity Commissioner, Maharashtra, Bombay, being No. 80 of 2005 for sale of development right of the Trust Property. During the pendency of the said Application one M/s. Asher Builders and Developers gave the offer and shown willingness to develop the said Property and also offered to deposit Rs.1 Crore and to share the income of 52.50% to the Trust and 47.50% to the Developers. The said Trust were thus directed by the Charity Commissioner to issue a fresh public notice in Mumbai Sakal and Asian Age, as per the draft approved by the Charity Commissioner. Accordingly the said Trust published the said notice on 21st October, 2005 in Mumbai Sakal and Asian Age.

16. The Charity Commissioner passed an Order dated 17th March, 2006 in Application No.80 of 2005 under section 36(1) (a) of the Bombay Public Trust Act, 1950 as modified by his further Order dated 28th March, 2006 whereby he granted permission to the Trust for development of the Trust Property at village Kiroi and on the terms and conditions therein recorded.

17. The said M/s. Ashar Builders and one M/s. Vardhaman Builders filed two separate Writ Petitions in the High Court, Bombay being W.P. No.1595 of 2006 and W.P. No. 1249 of 2006 respectively, inter alia challenging the said Order of the Charity Commissioner dated 17th March, 2006. The said M/s Ashar Builders was permitted to withdraw the said Petition No. 1595 of 2006 by his Lordship the Hon'ble Dr. Justice D.Y. Chandrachud by his order dated 4th March, 2009 read with order dated 20th March, 2009. The Writ Petition No.1249 of 2006 was admitted by the Hon'ble Mr. Justice F.J. Rebello and Mr. Justice Anoop V. Mohta vide their Order dated 3rd May, 2006 and granted an ad-interim Order. The said Writ Petition No. 1249 of 2006 was permitted to be withdrawn by M/s.Vardhaman Builders by their Lordship the Hon'ble Mr. Justice D.K. Deshmukh and His Lordship the Hon'ble Mr. Justice Rajesh G. Ketkar vide their Order dated 17th September, 2009.

18. By a Development Agreement dated 29th December, 2009 registered with the office of Sub-registrar of assurances at Bandra, Mumbai under Sr. No. BDR-3/3703/2010, between the said Trust therein referred to as "the

Owners/Trust" of the One part and the Developers, therein also referred to as "the Developers" of the other part, the said Trust granted to the developers full right and absolute authority to develop the Entire Property as set out in Annexure "B" thereto and to construct building/s on the said Property by consuming and utilizing the entire FSI as per the details set out in Annexure "B" therein on the terms, conditions and the consideration mentioned therein. The area mentioned in the Development Agreement is 10,340.20 sq.mtrs., whereas the area shown in the CTS extract is 10,360.20 sq.mtrs.

19. By a Deed of Modification dated 1st April, 2010 made between the said Trust therein referred to as "the Owners/Trust" of the One part and the Developers, therein referred to as "the Developers" of the other part, the parties have recorded certain modification in the terms and conditions mentioned in the said Development Agreement dated 29th December, 2009. The same is not registered.

20. The City Survey Extract shows the tenure of the said Entire Property as "C", the nature of dharak as "Sree Ghatkopar Sarvajanic Jivdaya Khata" and area as 10,360.20 sq.mtrs. for CTS No. 12718/1, 93.10 sq.mtrs. for CTS No. 12718/2 and 527.20 sq.mtrs. for CTS No. 12718/3.

21. The Airport Authority of India by his letter dated 16th April, 2010 inter alia granted NOC for height clearance, on the terms and conditions therein contained.



22. You have informed us that the said Property is fully occupied by various tenants/occupants.

23. Subject to what is stated above, in our opinion, the title of the Trust to the said property, more particularly described in the Second Schedule hereunder written is marketable and free from all other encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of lands bearing new CTS No. 1271B/1, 1271B/2, 1271B/3 admeasuring 10,980.60 sq.mtrs. of Village Ghatkopar-Kirol, Taluka Kurla, situated at Ghatkopar (West) in the Registration District of Mumbai Suburban in the registration district of Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of lands bearing new CTS No. 1271B/1, of Village Ghatkopar-Kirol, Taluka Kurla, admeasuring 10,340.20 sq.mtrs. and as per CTS extract admeasuring 10360.20 sq.mtrs., in the Registration District of Mumbai Suburban in the registration district of Mumbai Suburban, being the portion of the property described in the First Schedule hereir above written.



Yours faithfully,
M/s. FEDERAL & RASHMIKANT

[Signature]

Partner

[Handwritten signature]