



Ref no. 11/2023

8th February, 2023

To,

1. **Simba Properties LLP,**
Free Press House,
Unit No. 135, 13th Floor,
215, Free Press Journal Marg,
Nariman Point,
Mumbai 400021
("SPL")
2. **Bombay Real Estate Development Company Private Limited,**
3rd floor, Noshirwan Mansion,
Henry Road, Colaba,
Mumbai 400 001
("BREDCO")

LEGAL TITLE REPORT

Sub: (a) Title clearance certificate with respect to the portion of the land admeasuring approximately 2,929.80 square metres bearing proposed C.T.S. no. 809/A/1/1/6/4 ("Project Land") (earlier forming part of lands bearing C.T.S. nos. 809/A/1/1/6 to 809/A/1/1/10, now amalgamated) out of land bearing proposed C.T.S. no. 809/A/1/1/6/4 admeasuring in the aggregate approximately 7,893.15 square metres, corresponding to Survey no. 38/2 (part), situate, lying and being at Village Poisar, Taluka Borivali, District Mumbai, within the limits of the Municipal Corporation of Greater Mumbai, in the Registration District and Sub-District of Mumbai and Mumbai Suburban, Kandivali (East), Mumbai 400 101; and, (b) irrevocable rights, and entitlements of SPL together with BREDCO, to develop the Project Land.

1. We have investigated the title of the Project Land, and irrevocable rights, and entitlements of SPL and BREDCO to develop the Project Land, on the request of SPL and BREDCO based on the following:

a. **Description of the Project Land:**

Portion of the land admeasuring approximately 2,929.80 square metres bearing proposed C.T.S. no. 809/A/1/1/6/4 out of land bearing proposed C.T.S. no. 809/A/1/1/6/4 admeasuring in the aggregate approximately 7,893.15 square metres (pursuant to the 2022 Amalgamation & Sub-Division Order (defined hereinafter)), corresponding to Survey no. 38/2 (part), situate,

lying and being at Village Poisar, Taluka Borivali, District Mumbai, within the limits of the Municipal Corporation of Greater Mumbai, in the Registration District and Sub-District of Mumbai and Mumbai Suburban, Kandivali (East), Mumbai 400 101.

b. **Title Documents and Development Rights documents of Project Land:**

The documents of the respective titles, and rights and interests of Nanabhoy Jeejeebhoy Private Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013 ("NJPL"), as owner on record and BREDCO as holder and agreed purchaser under the 1982 Agreement (defined hereinafter) of the rights and interests in respect of the Project Land and irrevocable rights, and entitlements of SPL and BREDCO to develop the Project Land are as follows:

(i). Agreement dated 29th June, 1982 between Byramjee Jeejeebhoy Private Limited ("BJPL") as "Owners" of the One Part and BREDCO as "Developer" of the Other Part ("**1982 Agreement**");

(ii). Irrevocable General Power of Attorney dated 28th February, 1989, executed by NJPL, as successor-in-title of BJPL in favour of BREDCO ("**1989 POA**");

(iii). Joint Development Agreement dated 17th June, 2022, executed between BREDCO, and SPL, registered with the Office of Sub-Registrar of Assurance at Borivali-6, vide Serial no. BRL-6-13085 of 2022 ("**Joint Development Agreement**"), *inter alia*, for joint development of the Project Land.

(iv). Power of Attorney dated 17th June, 2022, executed by BREDCO in favour of SPL, registered in the Office of Sub-Registrar of Assurances at Borivali-6, vide Serial no. BRL-6-13088 of 2022, containing various powers, and authorities, *inter alia*, for executing and registering the allotment and alienation documents in respect of flats and premises comprising in the building to be constructed on the Project Land ("**POA**").

The Joint Development Agreement, and POA are collectively referred to as "**Development Documents**".

(v). Amalgamation and Sub-Division Order bearing reference no. C/KARYA-7B/POVI/SRB-5903 dated 16th December, 2022, passed by the Deputy Collector, Mumbai Suburban District ("**2022 Amalgamation & Sub-Division Order**").

c. (i) **7/12 Extract**: Digital 7/12 extract dated 12th March, 2019, issued by State of Maharashtra which is downloaded on 28th March, 2022, in respect of the land bearing Survey no. 38/2;

(ii) **Property Register Cards:** (Old Property Register Cards representing the larger lands which includes the Project Land annexed, but in pursuance of the 2022 Amalgamation & Sub-Division Order, separate new property register card subsequent to the application to be made to the City Survey Office will be opened for the land bearing C.T.S. no. 809/A/1/1/6/4 and other lands):

(I) Digital Property Register Card dated 7th November, 2019, issued by State of Maharashtra and downloaded on 4th April, 2022, in respect of the land bearing C.T.S. no. 809/A/1/1/6,

(II) Digital Property Register Card dated 7th November, 2019, issued by State of Maharashtra and downloaded on 4th April, 2022, in respect of the land bearing C.T.S. no. 809/A/1/1/7,

(III) Digital Property Register Card dated 2nd June, 2019, issued by State of Maharashtra and downloaded on 4th April, 2022, in respect of the land bearing C.T.S. no. 809/A/1/1/8,

(IV) Digital Property Register Card dated 2nd June, 2019, issued by State of Maharashtra and downloaded on 4th April, 2022, in respect of the land bearing C.T.S. No. 809/A/1/1/9, and

(V) Digital Property Register Card dated 2nd June, 2019, issued by State of Maharashtra and downloaded on 4th April, 2022, in respect of the land bearing C.T.S. No. 809/A/1/1/10.

- d. **Search Report:** Search Report dated 8th April, 2022, issued by Mr. Shriniwas Chipkar, the Search Clerk, in respect of the searches undertaken in the Offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Goregaon, Borivali, Kandivali, and Charkop respectively from the year 1950 upto 22nd March, 2022 (that is, approximately 72 years), in respect of the lands bearing C.T.S. no. 809/A/1/1/8 admeasuring approximately 314.40 square metres, C.T.S. no. 809/A/1/1/9 admeasuring approximately 2,392.60 square metres, and C.T.S. no. 809/A/1/1/10 admeasuring approximately 2,838.20 square metres, of Village Poisar, Taluka Borivali, Mumbai (now amalgamated and sub-divided alongwith C.T.S. nos. 809/A/1/1/6 and 809/A/1/1/7, pursuant to 2022 Amalgamation & Sub-Division Order).

2. On perusal of the abovementioned documents and all other relevant documents relating to title of the Project Land and the documents relating to irrevocable rights, and entitlements of SPL and BREDCO to develop the Project Land, we are of the opinion that the title of NJPL as owner on record, and the respective rights and interests of BREDCO and SPL, are marketable, and free from encumbrances:

(a). NJPL is the owner on record in respect of land bearing C.T.S. no. 809/A/1/1/6/4 (part) (earlier forming part of lands bearing C.T.S. nos. 809/A/1/1/6 to 809/A/1/1/10, now amalgamated) admeasuring approximately 2,929.80 square metres, that is, the Project Land, subject to the agreement and the rights and interests held by BREDCO under the 1982 Agreement;

(b) Qualifying comments/remarks if any:

(i). BREDCO is the agreed purchaser of the Project Land, and has been in the possession thereof, with the right to develop the same and obtain and receive a conveyance thereof in its favour, or in favour of its nominee or assigns, under the 1982 Agreement and act as a constituted attorney of NJPL under the 1989 POA; and,

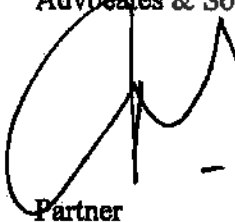
(ii). BREDCO and SPL are jointly developing the Project Land under, and in terms of the Development Documents, and accordingly BREDCO and SPL are entitled to jointly allot and sell the saleable areas in the proposed development in accordance with the terms of the Joint Development Agreement and applicable laws, rules and regulations and are respectively entitled to receive their respective shares of the sales proceeds thereof as set out in the Joint Development Agreement.

3. The report reflecting the flow of the title of the Project Land and irrevocable rights, and entitlements of SPL and BREDCO to develop the Project Land is enclosed herewith as **Annexure 'A'**.

Encl: Annexure 'A'

Dated This 8th Day of February, 2023.

Yours faithfully,
Messrs. M. T. Miskita & Company
Advocates & Solicitors



Partner

FORMAT 'A'
(Circular No. 28/2021)

**Annexure A - Flow of the Title of the Project Land and irrevocable rights, and
entitlements of SPL and BREDCO to develop the Project Land**

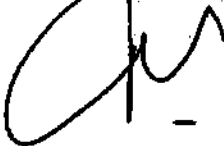
1. The Digital 7/12 extract dated 12th March, 2019, issued by State of Maharashtra which is downloaded on 28th March, 2022, in respect of land bearing Survey no. 38/2, records area of the land as 2 Hectares 25 Aar 73 square metres, and the name of NJPL reflects as the holder of the land.
2. The digital Property Register Card dated 7th November, 2019, issued by State of Maharashtra which is downloaded on 4th April, 2022, in respect of the land bearing CTS no. C.T.S. no. 809/A/1/1/6, *inter alia*, records the area of the land as 3059 square metres, and reservation as '*municipal retail market*'.
3. The digital Property Register Card dated 7th November, 2019, issued by State of Maharashtra which is downloaded on 4th April, 2022, in respect of the land bearing CTS no. C.T.S. no. 809/A/1/1/7, *inter alia*, records the area of the land as 3447.10 square metres, and reservation as '*Parking Lot*'.
4. The digital Property Register Card dated 2nd June, 2019, issued by State of Maharashtra which is downloaded on 4th April, 2022, in respect of the land bearing CTS no. C.T.S. no. 809/A/1/1/8, *inter alia*, records the area of the land as 314.40 square metres, and reservation as '*Remaining Area (Internal Road)*'.
5. The digital Property Register Card dated 2nd June, 2019, issued by State of Maharashtra which is downloaded on 4th April, 2022, in respect of the land bearing CTS no. C.T.S. no. 809/A/1/1/9, *inter alia*, records the area of the land as 2,392.60 square metres, and reservation as '*MAP*'.
6. The digital Property Register Card dated 2nd June, 2019, issued by State of Maharashtra which is downloaded on 4th April, 2022, in respect of the land bearing CTS no. C.T.S. no. 809/A/1/1/10, *inter alia*, records the area of the land as 2,838.20 square metres, and reservation as '*Secondary School*'.
7. Search Report dated 8th April, 2022, issued by Mr. Shriniwas Chipkar, for approximately 72 years from year 1950 upto 22nd March, 2022 in respect of the lands bearing C.T.S. nos. 809/A/1/1/8, 809/A/1/1/9, and 809/A/1/1/10.
8. Any other relevant title:
 - (i). By an Order bearing reference no. C/KARYA-7B/POVI/SRB-5903 dated 16th December, 2022, passed by the Deputy Collector, Mumbai Suburban District, the Deputy Collector approved the amalgamation of the lands aggregating to approximately 12,051.30 square metres bearing C.T.S. no. 809/A/1/1/6 admeasuring approximately 3,059 square metres, C.T.S. no. 809/A/1/1/7 admeasuring approximately 3,447.10 square metres, C.T.S. no. 809/A/1/1/8 admeasuring

approximately 314.40 square metres, C.T.S. no. 809/A/1/1/9 admeasuring approximately 2,392.60 square metres, and C.T.S. no. 809/A/1/1/10 admeasuring approximately 2,838.20 square metres, and amalgamation of all the aforesaid lands in proposed C.T.S. no. 809/A/1/1/6, admeasuring approximately 12,051.30 square metres, and further approved the sub-division of the aforesaid lands into new C.T.S. no. 809/A/1/1/6, admeasuring approximately 12,051.30 square metres and the proposed lands bearing: (a) C.T.S. no. 809/A/1/1/6/1 admeasuring approximately 42 square metres which is reserved for 'Road Set-back', (b) C.T.S. no. 809/A/1/1/6/2 admeasuring approximately 1,500 square metres which is reserved for 'Retail Market' (which is reserved for public purpose of Municipal Retail Market, and SPL has handed over the representative possession of the same to MCGM), (c) C.T.S. no. 809/A/1/1/6/3 admeasuring approximately 2,615.40 square metres which is reserved for 'Planned Municipal School' ("**Municipal School Land**") (upon which a municipal school building for the MCGM will be constructed ("**Municipal School Building**") and the same together with the Municipal School Land will be handed over to the MCGM as per the Development Control Regulations), and (d) C.T.S. no. 809/A/1/1/6/4 admeasuring approximately 7,893.15 square metres as 'Balance Area' (which includes the Project Land).

(ii). Permissions, approvals, remarks, orders, NOCs, etc. have been obtained by BREDCO and SPL in respect of the lands bearing C.T.S. nos. 809/A/1/1/6 to 809/A/1/1/10 (since amalgamated) which includes the Project Land, from time to time from MCGM, and other concerned authorities, including specifically: (I) Intimation of Disapproval bearing reference no. P-10225/2022/(809/A/1/1/8, 809/A/1/1/9 and 809/A/1/1/10)/R/S Ward/ POISAR /R/S/ IOD/ 1/New dated 11th November, 2022, issued by the Executive Engineer of MCGM in respect of the High Rise Building no. 2 to be constructed on the lands bearing C.T.S. nos. 809/A/1/1/6 to 809/A/1/1/10 (now amalgamated and sub-divided, pursuant to the 2022 Amalgamation & Sub-Division Order), (II) Commencement Certificate bearing reference no. P-10225/2022/(809/A/1/1/8, 809/A/1/1/9 and 809/A/1/1/10)/R/S Ward/POISAR/R/S/CC/1/New, dated 1st December, 2022, issued by the Executive Engineer, Building Proposal in respect of permission to construct upto top of basement for Wing 'A' (that is, project building), and upto plinth level for Wing 'B' (that is, Municipal School Building).

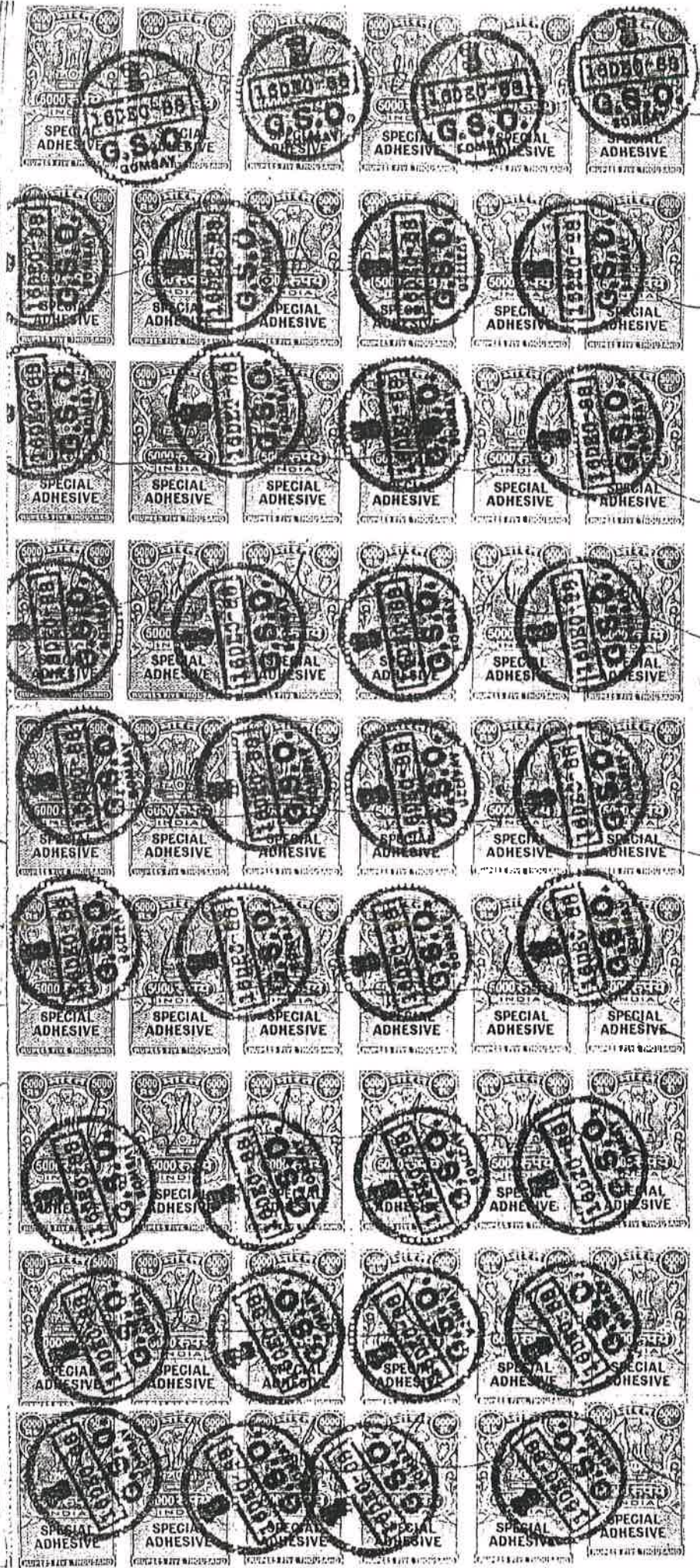
Dated This 8th Day of February, 2023.

Yours faithfully,
Messrs. M. T. Miskita & Company
Advocates & Solicitors

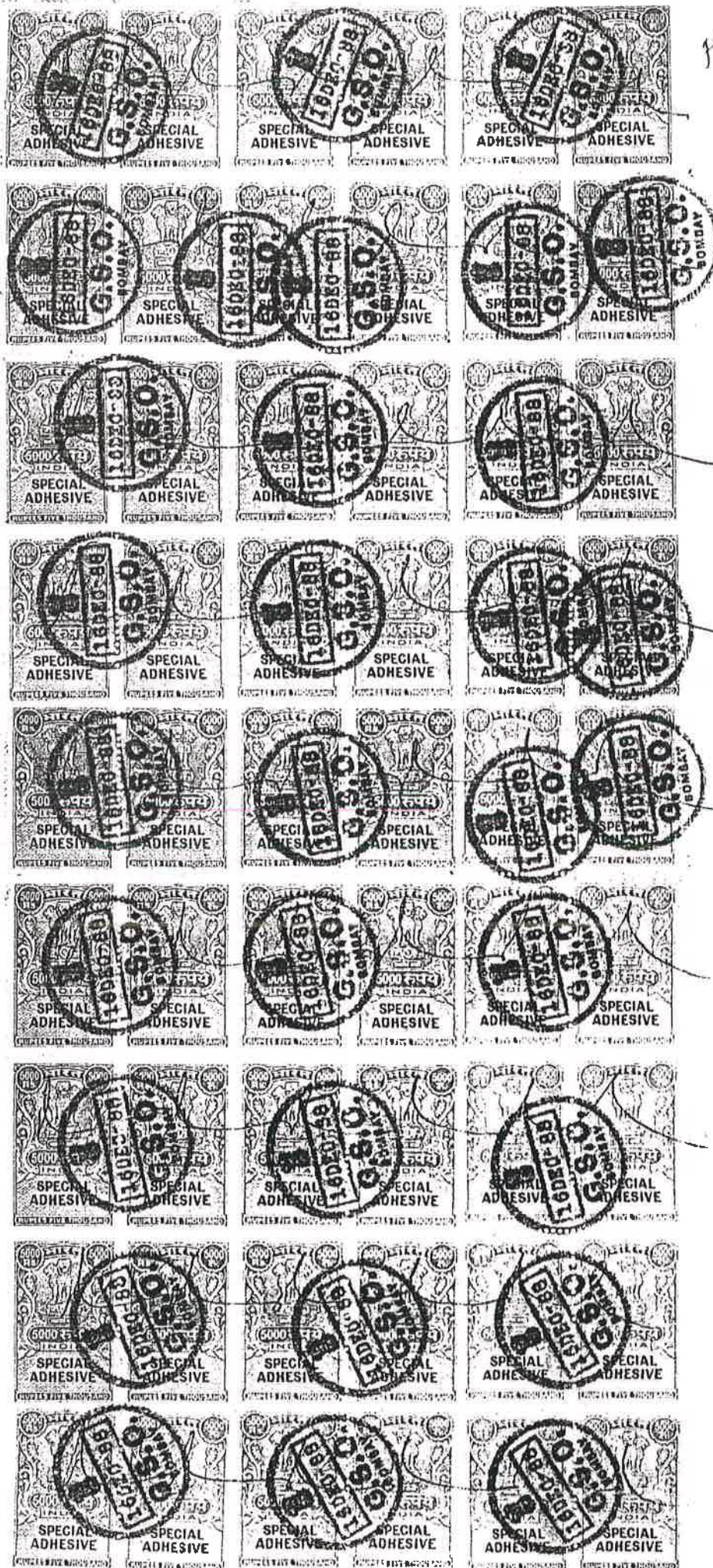


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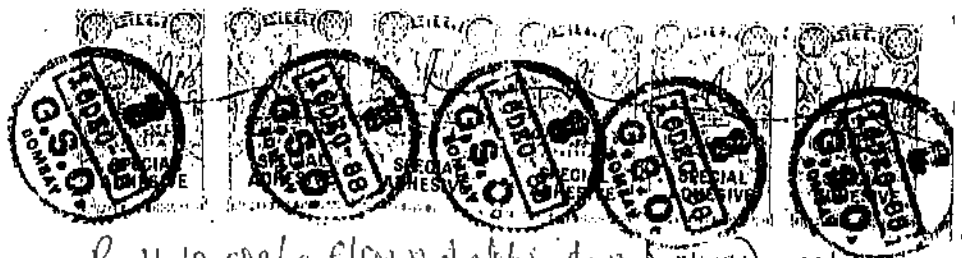
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R. H. 10.000/- Eleven Lakhs Ten Hundred only.
Page No. 411-5.

For Superintendent of Stamps
Bombay



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TO ALL TO WHOM THESE PRESENTS SHALL COME:

We, NANABHOY JEEJEEBHOY PRIVATE LIMITED a Company incorporated under the Indian Companies Act, 1956 and having Registered Office at Ballard House, 2nd floor, Mangalore Street, Fort, Bombay 400 001 hereinafter called "NJPL" SEND GREETINGS:

WHEREAS BYRAMJEE JEEJEEBHOY PRIVATE LIMITED ("BJPL") were seized and possessed of or otherwise well and sufficiently entitled to ALL THOSE pieces or parcels of land or ground more

particularly described in the Schedule hereunder written (hereinafter called "the said property") and delineated with red colours boundary lines on the plan thereof hereto annexed.

AND WHEREAS BJPL have agreed with BOMBAY REAL ESTATE DEVELOPMENT COMPANY PVT.LTD. a company registered under the Companies Act, 1956 and having its registered office at Noshirwan Mansion, Henry Road, Colaba, Bombay 400 005 (hereinafter referred to as "BREDCO") to allow BREDCO to develop the said property at the price and on the terms and conditions contained in the Agreement executed by and between BJPL and BREDCO on 29th day of June, 1982 (hereinafter referred to as "the said Agreement");

AND WHEREAS BREDCO have paid to BJPL the total consideration amount of Rs.1,05,00,000/- (Rupees one crore and five lakhs only) payable by them under clause 2 of the said Agreement.

AND WHEREAS in consideration of the premises aforesaid BJPL had agreed to give a Power of Attorney to BREDCO through any of its Directors, Officers or other employees or any nominee of BREDCO to enable BREDCO to effectively develop and deal with the said property, in terms of the said agreement, with the

ultimate ...

ultimate object to more effectively vest the said property in the BREDOO or its nominee or nominees, in terms of the said Agreement;

AND WHEREAS BREDOO requested BJPL to give irrevocable General Power of Attorney in the favour of BREDOO;

AND WHEREAS BJPL had agreed to give such irrevocable General Power of Attorney in favour of BREDOO (which is coupled with interest as aforesaid).

AND WHEREAS by an order dated 21st December, 1988 passed by the High Court at Bombay in the Company Petition No.868 of 1988 (hereinafter referred to as "the said Order"), the said property absolutely vested in NJPL.

AND WHEREAS BREDOO have requested NJPL to give irrevocable General Power of Attorney in favour of BREDOO.

AND WHEREAS NJPL have agreed to give such irrevocable General Power of Attorney in favour of BREDOO (which is coupled with interest as

aforesaid) ..

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aforesaid) by executing these presents against BREDOO giving to NJPL Indemnity which they have agreed to do.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH

that in consideration of the premises aforesaid Nanabhoy Jeejeebhoy Pvt. Ltd. ("NJPL") do hereby irrevocably nominate constitute and appoint the said Bombay Real Estate Development Company Pvt.Ltd. ("BREDOO") a company registered under the Companies Act, 1956 acting through any of its duly authorised Director/s Officer/s or other employee/s in that behalf to be NJPL's true and lawful attorneys in fact and at law for NJPL in NJPL's name and on NJPL's behalf to do, or cause to be done or performed all or any of the following deeds acts matters and things in respect of or in any manner concerning the said property viz:-

1. TO look after, manage, supervise the said property diligently and do or cause to be done, all other acts, matters and things that are necessary for or incidental to the proper

and ...

and efficient management thereof.

2. TO get plans for construction of buildings and other structure to be constructed on said property including sub-Division and layout plans prepared and submit the same to the Municipal Corporation of Greater Bombay and/or other authority for obtaining their approval consent or sanction and/or to further modify and/or amend and/or revise the plans so submitted and/or to submit altogether fresh plans to the Municipal Corporation of Greater Bombay and/or such authorities as may be required under the law for obtaining their approval, consent or sanction to such revised plan and sign such plans and applications accompanying them and such other documents and paper as may be required or necessary and to obtain I O D, commencement, occupation and completion certificates from the Municipal Corporation of Greater Bombay and/or any other authority as may be required.

3. TO prepare layout plan or development scheme or project in all its details and to submit the same for approval to the Authorities concerned and to plan and provide the necessary infrastructure of internal and main roads and water mains and water pipes for drinking and construction purpose

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and to design and plan the dwelling units for weaker sections of Society as contemplated under the Urban Land (Ceiling & Regulation) Act and Rules and thereunder with all necessary facilities of a township like recreation places, marketing facilities or a township like medical treatment care and welfare centres and club-houses and to have the same passed by the Collector or Municipal Officers, Mamlatdar Talathi, Land Ceiling Authorities or any District Development Authorities or Public Authority or Municipal bodies or any other local body and to have the said layout or development scheme or project passed and demarcated with such variations or alterations as our said Attorneys may in their absolute discretion think fit and for the purpose aforesaid to appoint Architects, Surveyors and other workmen on such terms and conditions and remunerations as our said Attorneys may deem fit. To engage architects engineers surveyors agents contractors and other professionals and other persons for the development of the said property at their own costs.

4. To complete all construction work on the said property in accordance with the plans and specifications as sanctioned by the Municipal Corporation of Greater Bombay and other concerned and competent Authorities. To construct the

buildings ...

buildings and to sell the tenements or the building or buildings on ownership basis or to give on tenancy basis such tenements or buildings and for the purpose to enter into necessary agreements with such Purchasers or tenants. To construct dwelling units and other units and to sell such units to those as are willing and agreeable to form themselves into a Co-operative Societies or Association or to already organised Co-operative Housing Society or Societies or Association or Associations and to agree to convey or assigns to such Society or Association or Purchasers of such Dwelling Units such portion or part of the said property as our said Attorneys deem proper and for the said purpose to apply to the Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, for necessary permission.

5. TO submit any plan or plans to the Authorities concerned, carry on correspondence, if necessary, or if required to make payment and also to attend to the fixation of any assessment either agricultural or non-agricultural and if necessary or required to apply to any Officer of Land Records for demarcation of the said property or any part thereof. To get the permission of non-agricultural user of the said property and to appoint at the costs and expenses of our said Attorneys,

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Architects Contractors surveyors valuers or other Technical experts for getting prepared layout and building plans and getting them approved for carrying out constructions work on the said property and at the Attorneys' costs also to do all such acts, deeds and things necessary for completion of the Development under any such layout and for the completion of buildings and structures on the said property and for the said purpose to sign all necessary papers, forms, undertakings, declarations, authorities that may be required.

6. TO act appear and represent NJPL before the Officers or Authorities of Municipal Corporation of Greater Bombay or Bombay Metropolitan Region Development Authority, Collector, Tahasildar, Mamlatdar or other higher Authorities or revenue and city Survey Officers any authority or Officer under the Land Acquisition Act, customs Officers, authorities under the Maharashtra Slum Areas (Improvement clearance and Redevelopment) Act and/or other public bodies and local authorities Tribunals, Income Tax and Sales Tax Authorities, and/or Courts, Civil Revenue or criminal original, Appellate or Revisional, state or Central Government, in any inquiries and proceedings in connection with all matters related to the said property and the development thereof.

7. TO apply to the Competent Authority or other Officers concerned or the State Government or Central Government under the Urban Land (Ceiling and Regulation) Act, 1976 for obtaining their permission for sale transfer or assignment and/or development and/or redevelopment of the said property or any part thereof and for the purposes aforesaid to sign and execute in the name of NUPL necessary applications, plans annexures affidavits and other papers as may be required or necessary and for the said purposes, to give such statements, undertakings Declarations and other writings, as may be required or necessary.

8. TO carry on correspondence with any of the aforesaid authorities or officers and to sign deliver perfect and register papers and documents including various forms applications agreement undertakings and writing that may be required from time to time and all plaints written statements complaints declarations affidavits indemnities as may be required before any authorities and/or any Court in respect of the said property. To make, execute, sign, deliver and discharge all such acts, writings and assurances as may be deemed necessary or expedient for the purpose of performing any of the acts, under the aforesaid Power of Attorney or any part thereof, according

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to Law.

9. TO make application to all concerned authorities and obtain permits for cement steel and other building materials and for water connection and supply of electricity gas telephones drainage, sewerage and to give any undertaking or guarantee as may be required at their costs in all respect as may be thought convenient or proper by the said Attorneys for the said purposes.

10. IF required by Bombay Suburban Electric Supply Co. (B.S.E.S.) or any other company or body supplying electricity to erect and put up sub-station on the portion of the said property for the purposes of supply of electricity to the buildings to be constructed by BREDCO on the said property and grant and execute in the name of NJPL necessary lease documents as may be required by the said B.S.E.S. or any such company or body supplying electricity.

11. TO pay municipal and other taxes, cess, rate including land Revenue and/or N.A. Assessments and outgoings in respect of the said property and the buildings to be constructed thereon and on payment thereof to obtain receipts and discharges from the municipal Corporation and other concerned authorities in respect of payment so made to them.

12. ON completion of the buildings, to apply for and obtain refund of any deposits paid by BREDCO to the Municipal Corporation and other concerned bodies and on refund of such deposits sign and execute the necessary receipts and discharges for the same.

13. TO obtain commencement, occupation and completion certificates in respect of the buildings to be constructed and completed on the said property and for the purposes aforesaid to sign and execute such applications, plans and other papers as may be required by the corporation for granting of such commencement, occupation and completion certificates.

14. TO demand recover and give receipts for rents licence fees and other sum payable to the company by any of the tenants, or occupants and negotiate compromise or settle with tenants licensee and other occupiers including unauthorised persons or trespassers if any, on the said property or any part thereof and to accept any surrender of tenancy or other rights or interest from the tenants licensees or other occupiers as stated above and receive possession of premises occupied or used by them or wherein they have or claim any right and to give premises in the said property to any new party or even the previous occupiers

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on monthly tenancy or lease or leave and licence agreements or transfer into ownership or otherwise such premises on such terms and conditions as the said Attorney/s shall deem fit, after obtaining necessary permission from the Controller of Accommodation and/or other concerned Competent authorities if required in law.

15. IN the event of any of the tenants, licensees or Occupiers in possession (including trespassers) of any premises standing on or forming part of the said property refusing or failing to vacate the premises in their occupation to institute and file suits and other legal proceedings for vacating them from the said premises and for obtaining vacant possession of the said premises in their respective occupation and for other reliefs including damages and compensation.

16. FOR any of the purpose aforesaid to engage Advocates and lawyers and other legal Adviser and to give and sign our names on Vakalatnama or any Warrant in their favour to settle and pay their fees and to discharge him/ them and cancel or withdraw his/their Vakalatnames and to sign and execute plaints, applications, petitions, Affidavits and other documents and to commence, prosecute, defend or compromise any such suit or other legal process

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-dings or to obtain consent decree as the Attorney may deem fit.

17. TO commence, carry on, prosecute and defend any action, suit, Petition, Appeal, or other proceedings whatsoever in any Court or before any Revenue or any other competent authority Tribunal or officers in respect of the said property.

18. TO state, settle, adjust compound, submit to arbitration and compromise all actions suits, proceedings, accounts, claims and demands whatsoever and/or suffer any judgment or order which now are or hereafter may be pending in respect of the said property in such manner and in all respects as the said Attorneys shall think fit.

19. TO appear before any Official or Authority or Tribunal whether revenue municipal judicial or quasi judicial or otherwise in respect of the said property.

20. TO declare and affirm all complaints, pleadings appeals, written statements Petitions affidavits applications and other necessary documents in respect of the said property and to appear before any Court, Officer or authority or Tribunal

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21. To take all necessary and legal steps for and in connection with removal or cancellation of any acquisition or requisition or reservation in respect of the said property, if any, for public purpose and/or take up the matter with the concerned, appropriate or competent authority or officer or the concerned or appropriate Municipality, any Local or Public Body or Authority, or the State, Central Government, or any other Officer under any Law for the time being in force, on such terms and conditions as our said Attorneys may deem fit and proper and retrieve the said lands from any such reservations, requisitions or acquisitions and/or proposed acquisition or otherwise and put the same to such use as may be lawfully allowed and for such purpose and objects as our said Attorneys may deem fit and proper.

22. To exchange hand over deliver or surrender to any Competent Authority or public body any part or portion of the said property with or without consideration and/or in lieu thereof to avail of any benefit either by way of approval of sanction of any type of layout and/or increase in FSI for development of the said property and/or transferee development rights and/or amalgamate the said property or any portion or portions thereof with any other property or properties

or ...

or portion or portions thereof and or to sub-divide the same.

23. To give on lease sell convey assign or transfer the said property or any part thereof or any building constructed thereon or any part of such building with or without the land or any portion thereof and for that purpose to apply for and obtain all requisite approvals and to sign and executed the Agreement, Lease Deeds, Conveyances Assignments or other assurances and on such sale or transfer being effected to receive the monies or proceeds arising therefrom and to sign and execute such other documents and admit execution of documents and register such documents as may be necessary to perfect such transfer and to give valid and proper receipt for payments made by any person or persons and to compound any claims with them in connection with the said property or any portion thereof and for any purpose whenever necessary.

24. To mortgage, charge in any manner encumber or otherwise deal with the said property or any part thereof for such consideration and subject to such conditions as the Attorneys may think fit and for that purpose to sign execute and deliver all necessary instruments in writings and admit execution of such documents, and register such documents as

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may be necessary and to receive and appropriate consideration money and to give receipt or receipts for the same.

25. TO do all such matters and things and to execute all such documents and writings in respect of the said property as NJPL could itself do.

26. TO declare and affirm all plaints, written statements petitions, affidavit, applications undertakings and other necessary documents for and on behalf NJPL and to appear before any judge or other officer empowered by law to hear any suit Petition or proceedings or any other enquiry relating to the said property.

27. TO apply for and obtain permission of the Collector Land Revenue Authority or any Competent Authority for transfer of the said property with or without structures in favour of any person or company or corporate body as the said Attorneys may decide.

28. AND to appoint in our name and on our behalf any one or more substitute or substitutes for the said Attorneys to do, executed and perform all or any of the acts, matters and things afore-

said and at their pleasure to remove and appoint any other or others in his or their stead.

29. TO join with any other person or persons to do all or any of the aforesaid acts.

30. OUR said Attorneys shall be entitled to do all above acts, matters and things and execute and/or perform all or any of the abovesaid acts, matters and things or cause the same to be done, executed or performed by themselves, or by substitute or substitutes or through some one else.

AND GENERALLY to do and perform or cause to be done and performed all such acts, matters and things in relation to the premises aforesaid as fully and effectually in all respects as NJPL could do, For removal of doubt, it is declared that the powers and authorities hereby given are in addition to those given under or in pursuance of the said Agreement and are not limited to only those acts and matters and things specifically mentioned herein but will apply to all other Acts, matters and things in General in connection with or relating to the said property.

RRP
AND NJPL ratifies and confirms and for itself and its successors and assigns covenants to ratify and confirm all and whatsoever the

said Attorneys shall lawfully do or cause to be done in or about the premises by virtue of these presents.

AND for removal of doubt, We hereby declare that the Power of Attorney hereby given is and shall always be deemed to be irrevocable Power of Attorney and shall on no account and under no circumstances be revoked or cancelled or rescinded or shall be rendered to be revocable or liable to cancellation or rescission.

IN WITNESS WHEREOF NJPL has caused its Common Seal to be affixed to this irrevocable Power of Attorney at Bombay this 28th day of February, 1989.

THE SCHEDULE OF THE PROPERTY ABOVE
REFERRED TO

ALL THOSE pieces or parcels of land or ground situate in the Revenue Village of Poisar near Kandivli, Taluka Borivli, in the Registration Sub-District and District of Bombay City and Bombay Suburban comprised of Block Nos. A, B, C, D, E, F, G, H, I, J, K (part) L, M and N (part) and bearing the following particulars:-

Survey ...

Survey No.	Hissa No.	Area A. G.A.
22	31	2-30-00
24	1 (part)	0-1-4
25	1 (part)	0-8-0
26	2	0-2-0
27	-	8-1-4
28	-	7-8-0
29	-	2-5-0
30	-	2-10-8
31	-	50-20-0
32	-	1-10-0
33	-	1-39-0
34	-	2-27-0
35	-	0-18-8
36	-	0-23-8
37	-	3-2-8
38	-	68-36-0
39	-	4-28-0
40	-	5-14-00
41	-	54-8-00
42A(part)	-	75-2-00
47	-	4-33-00
48	-	2-35-12
49	-	3-35-8
50	-	0-33-0
51	-	47-24-0
52	-	8-5-8

2004

Survey No.	Hissa No.	Area A. G. A.
53	-	0-30-8
54	-	5-2-0
57	-	4-36-0
	Total	370-22-12

= 17,97,553 Sq. Yards

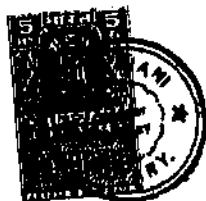
= 14,99,590 Sq. Metres

and all which said pieces or parcels of land or ground are bounded as follows:- that is to say, on or towards the EAST partly by the National Park and partly by the land bearing Survey No.42A(part) of Block K (Part); on or towards the SOUTH partly by the boundary of Village Akurli and Partly by the land bearing Survey No.56 belonging to Maharashtra Housing Board; on or towards the WEST partly by the Western Express Highway and partly by the lands bearing Survey No.26, Hissa No.1 and Survey No.24 and on or towards the NORTH by the boundary of Village Magathane and delineated on the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary line.

THE ...

THE COMMON SEAL of the above)
-named NANABHOY JEEJEEBHAY)
PRIVATE LIMITED was pursuant)
to the Resolution of its)
Board of Directors passed in)
that behalf on the 28th)
day of February, 1989 here)
-unto affixed in the presence)
of its Chairman and Managing)
Director Mr.N.B.Jeejeebhoy.)

N. B. Jeejeebhoy.



BEFORE ME
Anant R. Jani
ANANT R. JANI
NOTARY
GREATER BOMBAY,
C/O. GAGRAY & CO.
ALLI CHAMBERS
N. MASTER ROAD,
BOMBAY-400 001,
28-2-1989.

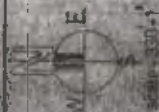


Certified to be True Copy
of the Original



Anant R. Jani
A. R. JANI
NOTARY
GREATER BOMBAY
C/O GAGRAY & CO.
ALLI CHAMBERS
N. MASTER ROAD
BOMBAY 400 001
26-6-90





DATE	DESCRIPTION	AMOUNT	BALANCE
12/1	100.00	100.00	100.00
12/2	25.00	75.00	75.00
12/3	50.00	25.00	25.00
12/4	75.00	50.00	50.00
12/5	100.00	25.00	25.00
12/6	125.00	0.00	0.00
12/7	150.00	25.00	25.00
12/8	175.00	50.00	50.00
12/9	200.00	75.00	75.00
12/10	225.00	100.00	100.00
12/11	250.00	125.00	125.00
12/12	275.00	150.00	150.00
12/13	300.00	175.00	175.00
12/14	325.00	200.00	200.00
12/15	350.00	225.00	225.00
12/16	375.00	250.00	250.00
12/17	400.00	275.00	275.00
12/18	425.00	300.00	300.00
12/19	450.00	325.00	325.00
12/20	475.00	350.00	350.00
12/21	500.00	375.00	375.00
12/22	525.00	400.00	400.00
12/23	550.00	425.00	425.00
12/24	575.00	450.00	450.00
12/25	600.00	475.00	475.00
12/26	625.00	500.00	500.00
12/27	650.00	525.00	525.00
12/28	675.00	550.00	550.00
12/29	700.00	575.00	575.00
12/30	725.00	600.00	600.00
12/31	750.00	625.00	625.00
TOTAL		750.00	750.00

IF YOU'D LIKE TO ORDER A COPY OF THE NEW BOOK, PLEASE CALL 1-800-368-6272.

3. *Staph. aureus* strains that are sensitive to methicillin and to all other antibiotics tested in the spot assay were considered non-resistant. The strains that were sensitive to methicillin but resistant to all other antibiotics were considered methicillin-resistant strains. The strains that were resistant to methicillin and to all other antibiotics were considered resistant strains.

THE UNIVERSITY OF CHICAGO
CHICAGO, ILL. 60637

[illegible][illegible]

Developed a bid for the building of a new
school for 50 students. (2000) All the
land is still in the hands of the
state and is not yet developed.

J. P. PAREKH & SON
60, 2nd Floor, N. M. Road
Fort, Bombay 400029

28/2
DATED THIS 28th DAY OF February, 1989

NANABHOY JEEJEEBHAI PRIVATE LTD.

TO

BOMBAY REAL ESTATE DEVELOPMENT
COMPANY PVT. LTD.

Re: Property at Polisar

IRREVOCABLE GENERAL POWER OF
ATTORNEY

Messrs. GAGRAI & CO.
Advocates and Solicitors
Bombay