



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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NL/MSV/10330/2449/2025

To,

The Maharashtra Real Estate Regulatory Authority (MAHARERA)

6th and 7th Floor, Housefin Bhavan,

Plot No. C- 21, E Block,

Bandra Kurla Complex,

Bandra (E), Mumbai 400051.


LEGAL TITLE REPORT

Re: Title clearance report with respect to all that piece or parcel of land or ground admeasuring 5,081 square yards (equivalent to 4,248.40 square meters or thereabouts) now bearing C.T.S. No. B/895 of Village Bandra situate, lying and being at Bandra in the registration Sub-district of Bandra Bombay Suburban District ("said Plot").

1. On the request of **IMPERIAL INFRADEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, holding CIN U70102MH2008PTC178824 and having its registered office at 702, Natraj, M V Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069 ("**the Developer/IIPL**"), we have investigated the Developer's entitlement in respect of the said Plot and have *inter alia* perused copies of the following documents i.e.:

- (a) By and under an Indenture dated 10th April, 1906 executed by and between the Secretary of State for India in Council (therein referred to as 'the Lessor') of the One Part and Jalbhoy Ardeshir Sett (therein referred to as 'the Lessee') of the Other Part.
- (b) Indenture of Assignment dated 5th February, 1912 and registered with the office of the Sub-registrar of Assurances under Serial No. 978 of 1912 executed by and between Bai Aimai (widow of Late Jalbhoy Ardeshir Sett), Kavasji Jalbhoy Sett, Dhunjibhoy Bomanji Petit and Pirojsha Dadabhoy Sett

(being the proving executrix and executors of the last will and testament of Late Jalbhoy Ardeshir Sett), therein referred to as “the Vendors” of the One Part and Sir Dorabjee Jamsetjee Tata Knight, Jehangir Dosabhoy Framjee, Merwanji Muncherji Cama, Hiraji Kavasji Kola and Bai Shirinbai (widow of Muncherji Dosabhoy Cama), therein referred to as “the Purchasers” of the Other Part,

- (c) Declaration of Trust dated 15th February, 1915 and registered with the office of the Sub-registrar of Assurances bearing Serial No. 321A of 1915 executed by and between (i) Sir Dorabjee Jamsetjee Tata Knight, (ii) Jehangir Dosabhoy Framjee, (iii) Merwanji Muncherji Cama, (iv) Hirajee Kavasjee Kola and (v) Bai Shirinbai declared a trust to be known as “the Bandra Parsee Convalescent Home” (“**said Trust**”) and *inter alia* agreed that the said Plot acquired under the said Deed of Assignment shall be held by them as Trustees as provided therein.
 - (d) Order dated 17th September, 1975 passed by the office of the Additional Collector.
 - (e) A Memorandum of Understanding dated 3rd February, 2021 executed by and between the said Trust and IIPL.
 - (f) Order dated 23rd June, 2021 passed by the office of the Joint Charity Commissioner-II.
 - (g) Lease Deed dated 13th July, 2021 and registered at the office of the Sub-registrar of Assurances under Serial No.BDR-18-10970 of 2021 entered into between the said Trust (therein referred to as ‘the Lessee’) of the one part and the Collector of Mumbai Suburban District (therein referred to as ‘the Lessor’) of the other part.
 - (h) Order dated 14th October, 2021 bearing No. C/Office/3D/L-216/666/21 passed by the Hon’ble Collector, Mumbai Suburban District.
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- (i) Deed of Conveyance dated 21st October, 2021 registered with the office of the Sub-registrar of Assurances under Serial No. BDR/17-11868 of 2021 entered into between the said Trust (therein referred to as 'the Vendor') of one part and IIPL (therein referred to as 'the Purchaser') of the other part.
- (j) Agreement to Sell FSI dated 15th December, 2023 executed by and between Keystone Realtors Limited of one part and IIPL of the other part.
- (k) Letter dated 16th January, 2024 issued by the Airports Authority of India the authority has given its No-objection to IIPL.
- (l) Amended Intimation of Approval dated 29th February, 2024 bearing no H-W/PVT/0095/20220421/AP/S.
- (m) Commencement Certificate dated 24th April, 2023 bearing No. H-W/PVT/0095/20220421/AP/S and re-endorsed on 29th February, 2024 as per the approved amended plans dated 29th February, 2024.
- (n) Litigation Search Reports dated 19th July, 2025 issued by Cubictree Technologies Private Limited.

2. **Revenue Records**

We have been provided with the copy of the Property Register Card dated 20th August, 2025 of CTS No. B/895. The area of the said Plot is 4,248.4 square meters and name of IIPL has been recorded as the holder of the said Plot.

3. **Searches undertaken at the office of Sub-Registrar of Assurances:**

We have caused searches to be undertaken as the office of the concerned Sub-Registrar of Assurances through search clerk. In this regard, the search clerk has furnished us search report dated 25th July, 2025, details of the same are set out in the Compendium on Title dated 28th August, 2025 ("**Compendium**") which is marked and annexed as **Annexure "1"** hereto.



4. On perusal of the above documents and the other relevant documents as set out in **Annexure "1"**, and subject to (i) all that is stated herein above (including the annexures hereto) (ii) the pending litigations in as set out in the Compendium, (iii) the terms and conditions of all the approvals obtained / to be obtained by the Developer from time to time, and (iv) obtainment of all the approvals and permissions for the development of the said Plot including payment of the necessary amounts and dues premiums, charges, unearned income, as are applicable, we are of the opinion that the Developer is the owner of the said Plot viz. land admeasuring 5,081 square yards (equivalent to 4,248.40 square meters or thereabouts) now bearing C.T.S. No. B/895 of Village Bandra situate, lying and being at Bandra in the registration Sub-district of Bandra, Bombay Suburban District and the title of the Developer i.e. Imperial Infradevelopers Private Limited to the said Plot is clear and marketable.
5. The Compendium on Title dated 28th August, 2025 reflecting the flow of title of the Developer with respect to ownership of the said Plot and other matters relating thereto is enclosed herewith as **Annexure "1"**. This Legal Title Report must be read together with all that is stated in the **Annexure "1"**.

Dated this 28th day of August, 2025.



For Wadia Ghandy & Co.

Partner

Encl: **Annexure "1"** (Compendium dated 28th August, 2025)



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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Annexure "1"

(To the Legal Title Report dated 28th August, 2025)

COMPENDIUM ON TITLE

Re: All that piece or parcel of land or ground admeasuring 5,081 square yards (equivalent to 4,248.40 square meters or thereabouts) now bearing C.T.S. No. B/895 of Village Bandra situate, lying and being at Bandra in the registration Sub-district of Bandra Taluka South Salsette Bombay Suburban District ("said Plot").

We have been requested by our client, **Imperial Infradevelopers Private Limited ("IIPL")**, a company duly incorporated and registered under the provisions of the Companies Act, 1956 and now deemed to be registered under the provisions of the Companies Act, 2013, having its registered office address at 702, Natraj, M V Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069, to investigate its right, title and interest with respect to the said Plot more particularly described in the **Schedule** hereunder written.

A. STEPS

We have undertaken the following steps whilst investigating the right, title and interest of IIPL to the said Plot, -

1. Perused the original title deeds with respect to the said Plot on 12th August, 2025, a list whereof is annexed and marked as **Annexure "A"** hereto.
2. We have perused photocopies of the deeds, documents and writings pertaining to the said Plot a list whereof is annexed and marked as **Annexure "B"** hereto, apart from which, we have not examined any other deeds, documents or writings pertaining to the said Plot.
3. We have caused searches to be undertaken at the Offices of the Sub-registrar

of Assurances at Mumbai, Bandra & Andheri-1 to 8 from 1906 to 25th July, 2025 in respect of the said Plot. In this regard, we have relied upon the Search Report dated 25th July, 2025 issued by Mr. Ashish S. Javeri, Search Clerk. A list of the documents reflected in the Search Report dated 25th July, 2025 is annexed hereto and marked as **Annexure "C"**.

4. It may be noted that with respect to the searches undertaken at the offices of the Sub-registrar of Assurances, the records available for certain years are in torn and mutilated condition and are subject to the availability of records.
5. We have caused searches to be undertaken at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by IIPL as on 17th July, 2025 in respect of the said Plot and in this regard, we have relied upon the Report issued to us by M/s. Jayshree Dagli & Associates on 17th July, 2025.
6. We have examined the Property Register Card dated 20th August, 2025 with respect to the said Plot.
7. We have caused online litigation searches to be taken at certain courts of law and/or tribunals and forums including the Hon'ble Supreme Court of India and High Court, in respect of litigations / proceedings filed against IIPL and have reviewed the litigation search report dated 19th July, 2025 issued by Cubictree Technologies Private Limited in that regard.
8. Caused online searches to be taken on the website of Central Registry of Securitisation Asset Reconstruction and Security Interest ("**CERSAI**") in respect of the charges registered in the name of the said IIPL. We have reviewed the online CERSAI search report dated 17th July, 2025 issued by Cubictree Technology Solutions Private Limited in that regard.
9. Our observations contained herein are based on our perusal of the copies of documents provided to us by our client IIPL and the other steps undertaken by us as mentioned herein.

10. With respect to the facts which cannot be ascertained from the examination of the public records, IIPL has furnished information in that regard and the same is also recorded in the Declaration dated 26th August, 2025 given by IIPL and we have relied upon the same.
11. The accuracy of our observations as contained herein necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents and other information furnished to us.
12. Save and except as stated hereinbelow, we have assumed that all the documents as referred in this Title Report are valid and subsisting.
13. This Title Report has been prepared in accordance with and is subject the laws of India.
14. We have assumed that all the permissions/ orders/ notifications/ sanctions issued or granted or passed by the relevant authorities as mentioned herein, have been passed by or issued or granted by such relevant authorities by following due process of law and we have assumed that all such relevant authorities have exercised their powers in accordance with the applicable laws. We have not formed any opinion on the structures standing on the said Plot and/or any approvals relating to the development/ redevelopment of the said Plot.

B. CHAIN OF TITLE

1. By and under an Indenture dated 10th April, 1906 (“**said Lease Deed**”) executed by and between the Secretary of State for India in Council (therein referred to as ‘the Lessor’) of the One Part and Jalbhoy Ardeshir Sett (therein referred to as ‘the Lessee’) of the Other Part, a lease in respect of the said Plot was granted in favour of the Lessee therein for a term of 50 (fifty) years commencing from 1st January, 1901 (i.e., expiring on or

around 31st December, 1951) (“**said Initial Lease Term**”) for a lease rent and subject to the terms and conditions as mentioned therein. It appears that certain structures (“**said Structures**”) were constructed on the said Plot by Jalbhoy Ardeshir Sett.

2. It appears from the review of the Trust Declaration (*as defined below*) that:
 - (a) One Shirin Muncherji Cama (now deceased) formed a Convalescent Home for poor Parsi women and children at Bandra and maintained the same partly out of her own monies and partly out of the donations made and subscriptions given from time to time by members of the Parsi community in Bombay and elsewhere.
 - (b) The said Shirinbai Muncherji Cama being desirous of providing the convalescent home with premises of its own at Bandra started collecting in due course subscriptions and donations from members of the Parsi Community with a view to purchase suitable buildings for the said home at Bandra.
 - (c) From the monies so accumulated, Shirinbai Muncherji Cama contracted to purchase the right, title and interest of the Jalbhoy Ardeshir Sett in respect of the said Plot.
 - (d) Mr. Jalbhoy Ardeshir Sett died before the sale of the said Plot could be completed.
3. By and under an Indenture of Assignment dated 5th February, 1912 registered with the office of the Sub-registrar of Assurances under Serial No. 978 of 1912 executed by and between Bai Aimai (widow of Late Jalbhoy Ardeshir Sett), Kavasji Jalbhoy Sett, Dhunjibhoy Bomanji Petit and Pirojsha Dadabhoy Sett (being the proving executrix and executors of the last will and testament of Late Jalbhoy Ardeshir Sett), therein referred to as “the Vendors” of the One Part and Sir Dorabjee Jamsetjee Tata Knight, Jehangir Dosabhoy Framjee, Merwanji Muncherji Cama, Hiraji Kavasji Kola and Bai Shirinbai (widow of Muncherji Dosabhoy Cama), therein referred to as “the Purchasers” of the Other Part, the Vendors assigned, conveyed and granted all their

leasehold right, title and interest in the said Plot together with the structures standing thereon ("**Property**") (claiming through and under Jalbhoy Sett) to the said Sir Dorabjee Jamsetjee Tata Knight, Jehangir Dosabhoy Framjee, Merwanji Muncherji Cama, Hiraji Kavasji Kola and Bai Shirinbai Muncherji Cama, for the residue of the unexpired period of the said Initial Lease Term on the terms and conditions mentioned therein. Mr. Jalbhoy Ardeshir Sett had obtained the permission of the Collector prior to transfer of his rights in respect of the said Plot as aforesaid, which was granted *vide* Order dated 29th April, 1910 bearing reference no. L.R./1207 issued by the Collector.

4. Sir Dorabjee Jamsetjee Tata Knight, Jehangir Dosabhoy Framjee, Merwanji Muncherji Cama and Hirajee Kavasjee Kola, agreed to join Shirinbai as trustees of the Convalescent Home. Accordingly, by and under a Declaration of Trust dated 15th February, 1915 ("**Trust Declaration**") registered with the office of the Sub-registrar of Assurances bearing Serial No. 321A of 1915 executed by and between (i) Sir Dorabjee Jamsetjee Tata Knight, (ii) Jehangir Dosabhoy Framjee, (iii) Merwanji Muncherji Cama, (iv) Hirajee Kavasjee Kola and (v) Bai Shirinbai declared a trust to be known as "the Bandra Parsee Convalescent Home" ("**said Trust**") and *inter alia* agreed that the said Plot acquired under the said Deed of Assignment shall be held by them as Trustees as provided therein.
5. By and under Order dated 17th September, 1975 passed by the office of the Additional Collector, the said Initial Lease Term (which expired on 31st December 1950) was renewed for a further period of 30 (thirty) years with effect from 1st January, 1951 ("**the said Extended Lease Term**") subject to the payment of rent as stated therein and terms and conditions as contained therein.
6. Thereafter, the Government of Maharashtra came up with several new policies for Government lease renewal, which were challenged before the Hon'ble Bombay High Court from time to time. A gist of the same are briefly set out below: -
 - (i) Pursuant to the Government Memorandum dated 14th March, 1986 bearing reference no. LND.2680/2454/G.8(2) ("**said 1986 GR**"), the Additional Collector passed an Order dated 15th July, 1986 bearing reference no.

C/LND.181 (“**Collector’s Order**”) in favour of the said Trust extending the lease term for a period of 10 years with effect from 1st January, 1981 subject to payment of revised lease rent as mentioned therein to be paid in advance to the Tehsildar.

- (ii) The said 1986 GR was challenged before the Hon’ble Bombay High Court under several group writ petitions including Writ Petition No. 433 of 1987 filed before the Hon’ble Bombay High Court. By and under an Order dated 23rd and 24th April, 1992 passed by the Hon’ble Bombay High Court in the said Writ Petition No. 433 of 1987 filed before the Hon’ble Bombay High Court, the said 1986 GR was set aside.
- (iii) The said Trust had also filed a Writ Petition No.1174 of 1987 in Hon’ble Bombay High Court *inter alia* challenging the said 1986 GR and the Collector’s Order. By and under Order dated 3rd July, 1995 passed by the Hon’ble Bombay High Court, it was *inter alia* held that the issue involved in Writ Petition No.1174 of 1987 was squarely covered by the Order dated 23rd and 24th April, 1992 passed by the Hon’ble Bombay High Court in the group petition including the said Writ Petition No. 433 of 1987 as aforesaid and *inter alia* directed the State Government to renew the lease of the said Trust afresh in the manner more particularly set out therein.
- (iv) Thereafter, the Government issued another Resolution dated 5th October 1999 bearing reference no. LAND/1085/134222/Case No. 184/J-2 (“**1999 Policy**”) *inter alia* in respect of renewal of leases.
- (v) Pursuant to the 1999 Policy, the Collector by and under its Order dated 27th February, 2001 (“**Collector 2001 Order**”), *inter alia*, set out the lease rent payable by the said Trust for the renewal of the lease pertaining to the said Plot in the manner as more particularly set out therein.
- (vi) The said Trust *inter alia* challenged the 1999 Policy and Collector 2001 Order by filing Writ Petition No. 46 of 2004 before the Hon’ble Bombay High Court. By and under Order dated 3rd March, 2006 passed by the Hon’ble Bombay High Court in the Writ Petition No. 46 of 2004, the same was disposed off in terms

of the order dated 25th August, 2004 passed by the Hon'ble High Court in Writ Petition No. 711 of 2001. The said Order dated 25th August, 2004 passed by the Hon'ble High Court in Writ Petition No. 711 of 2001, *inter alia*, recorded and directed that (i) the Government of Maharashtra has withdrawn the 1999 Policy, (ii) the new policy, the proposed lease rent, the basis and the manner in which the amount has been computed should be communicated to the concerned persons, (iii) in the event the petitioners are aggrieved by the lease rent so levied they are at liberty to challenge the same and (iv) in the meanwhile, the petitioners shall continue to pay lease rent to the State of Maharashtra as per the old rate.

- (vii) Thereafter, the Government of Maharashtra issued another Resolution dated 12th December 2012 bearing reference no. LAND/2505/M.No.405/J-2 ("**2012 Policy**") which, *inter alia*, provided for (i) terms of renewal of lease based on revised rentals for residential and non-residential purpose.
 - (viii) The 2012 Policy was challenged by the said Trust *vide* Writ Petition No. 492 of 2015 ("**said 2015 Writ Petition**") filed before the Hon'ble Bombay High Court. The said Trust *inter alia* prayed under the said 2015 Writ Petition for (a) a declaration that the 2012 Policy and the Collector's Notice dated 30th March, 2013 issued by the Collector to the said Trust pursuant to the 2012 Policy ("**2013 Demand Notice**") are per se illegal, arbitrary, unjust, unconstitutional and void, (b) a direction against the respondents to withdraw and cancel the 2012 Policy and 2013 Demand Notice and (c) a direction against the respondents to renew the lease in respect of the said Plot in favour of the said Trust for a period of 99 years on the same terms and conditions as the respondents have done in respect of Plot No.204 situated at Bandra West which is in the same vicinity.
7. By and under an order dated 17th December, 2013 passed by the Assistant Charity Commissioner, Greater Bombay Region, Mumbai in Application No. ACC/III/47/2013 of 2013, a scheme for the management and administration of the said Trust was approved in light of the need to expand the objects of the said Trust.
8. The trustees of the said Trust have changed from time to time. We have been

provided with the Extract of the Public Trust Register maintained as per Schedule 1 read with Rule 5 of the Maharashtra Public Trusts Act, 1950 (a copy whereof was obtained on 22nd February, 2020), which *inter alia* reflects that the then Trustees of the said Trust were (i) Mr. Sam Shavak Choksey (ii) Mr. Bomy Framroze Dabhoiwala (iii) Mr. Nadir Ardeshir Modi (iv) Mr. Farrokh Kaikhushru Kavarana (v) Cyrus Vevaina and (vi) Mr. Farokh K. Banatwalla.

9. The said Trust being desirous of selling the said Property, issued a Public Notice dated 9th July, 2019, in newspapers namely the Maharashtra Times and the Times of India, inviting bids from interested parties for the purchase of the said Trust's rights in respect of the said Property on an 'as is where is and 'as is what is basis' in the manner as mentioned therein. Another Public Notice dated 20th August, 2019 was published in newspapers namely the Maharashtra Times and the Times of India, *inter alia* extending the time for submission of bids and holding of the auction from 22nd August, 2019 to 29th August, 2019.
10. Pursuant to aforesaid, an auction was held by the said Trust on 29th August, 2019, whereby the said Trust received certain offers/ bids from various intending parties including our client, IIPL. It appears from the review of the said MOU (as defined below) that the offer of IIPL was highest amongst the other offers and extensive discussions and negotiations took place between the said Trust and IIPL.
11. Pursuant to aforesaid, the said Trust and IIPL executed a Memorandum of Understanding dated 3rd February, 2021 ("**said MOU**") whereby the said Trust *inter alia* agreed to transfer to IIPL and IIPL agreed to acquire from the said Trust, the said Property for the consideration and upon the terms and conditions as more particularly stated thereunder including subject to the obtainment of permission/ NOC of the Charity Commissioner as required under the provisions of section 36 of the Maharashtra Public Trusts Act, 1950.
12. Pursuant to the said MOU, necessary applications were made being (a) Application dated 30th March, 2021 to the Hon'ble Charity Commissioner under Section 36 of the Maharashtra Public Trust Act, 1950 for permitting the transfer of the said

Property by the said Trust in favour of IIPL in accordance with the said MOU (“**CC Application**”) and (b) Application dated 5th March, 2021 to the Collector *inter alia* offering to pay the arrears of lease rent (if any) and for the conversion of the tenure of the said Plot from ‘leasehold’ to ‘Occupancy Class – I’ (“**Collector’s Application**”) under the provisions of the Maharashtra Land Revenue (Conversion of Occupancy Class – II and Leasehold Lands into Occupancy Class I Lands) Rules, 2019 (“**2019 Rules**”).

13. Pursuant to the Collector’s Application and with a view to have the formal renewal of the lease in respect of the said Plot, the said Trust withdrew the said 2015 Writ Petition and accordingly, *vide* Order dated 17th June 2021 passed by the Hon’ble Bombay High Court, the Hon’ble Bombay High Court disposed of the said 2015 Writ Petition as withdrawn by the said Trust with liberty to file fresh application as and when necessary.
14. Pursuant to the CC Application made by the said Trust to Hon’ble Charity Commissioner, by and under an Order dated 23rd June, 2021 passed by the office of the Joint Charity Commissioner-II, the said Joint Charity Commissioner-II allowed the CC Application filed by the said Trust under Section 36 of the Maharashtra Public Trust Act, 1950 and accorded sanction in favour of the said Trust to transfer the said Property in favour of the Purchaser i.e., IIPL in the manner as mentioned therein (“**Charity Commissioners Approval**”).
15. Thereafter, the Hon’ble Collector, Mumbai Suburban District was pleased to renew the lease in respect of the said Plot under the Lease Deed dated 13th July, 2021 entered into between the said Trust (therein referred to as ‘the Lessee’) of the one part and the Collector of Mumbai Suburban District (therein referred to as ‘the Lessor’) of the other part and registered at the office of the Sub-registrar of Assurances under Serial No.BDR-18-10970 of 2021 (“**2021 Lease Deed**”) for a period of 30 (thirty) years commencing from 1st January, 2012 and ending on 31st December, 2041 on the terms and conditions as mentioned therein.
16. Pursuant to the Collector’s Application made by the said Trust, by and under the

Order dated 14th October, 2021 bearing No. C/Office/3D/L-216/666/21 passed by the Hon'ble Collector, Mumbai Suburban District ("**Conversion Order**"), the tenure of the said Plot has been converted from 'leasehold' to 'Occupancy Class – I' as stated thereunder under the provisions of under the provisions of 2019 Rules.

17. Thereafter, by and under the Deed of Conveyance dated 21st October, 2021 registered with the office of the Sub-registrar of Assurances under Serial No. BDR/17-11868 of 2021 ("**said Conveyance Deed**") entered into between the said Trust (therein referred to as 'the Vendor') of one part and IIPL (therein referred to as 'the Purchaser') of the other part, the said Trust granted, conveyed, transferred and assigned to IIPL the said Property on for the consideration and in the manner as stated therein. Under the said Conveyance Deed, IIPL is obligated to provide the said Trust, premises admeasuring 12,000 square feet (built-up area) together with 12 car parking spaces in the new building to be constructed by IIPL on the said Plot ("**said Premises**"), on ownership basis and free of costs, and further, the said Conveyance Deed, *inter alia*, provides that the said Trust would have an unpaid vendor's lien on the said Property till such time that the plans in respect of the said Premises are sanctioned by the concerned authorities and Permanent Alternate Accommodation Agreement is executed and registered by IIPL in favour of the said Trust.

C. **LITIGATION:**

We have been informed by IIPL that save and except the three litigations as mentioned below (*inter alia* pertaining to three illegal occupants/ trespassers occupying rooms of servants' quarter as mentioned below and one PIL), there are no subsisting litigations in respect of the said Property.

I. **Neera Pathak Litigation**

- (i) **L. E. & C Suit No 54/69 of 2004 before Small Causes Court at Mumbai (Bandra Branch) –**
- (a) On 29th November, 2004, the then trustees of the said Trust viz., K. H. Dadinath, R.N. Sethna, K.F. Meta, M.R.S Captain (deleted substituted with

Mr. Farrokh K. Kavarana, S.K. Kavarana (deleted) substituted with Nadir Modi, S.S. Choksey and B.F. Dabhoiwala filed the captioned suit against Mrs. Neera Phatak & others, *inter-alia*, stating that (i) the Defendant No. 1 was working as a maid servant in the service of the said Trust on a monthly salary and accordingly, free accommodation for her and her family members was provided, in 1982, at the servant quarters designated as Room 'B' forming part of the said Structures sometime, (ii) the said Trust terminated her employment w.e.f. 30th June, 2001 and issued a letter to that effect on 10th July, 2001, (iii) in view of the termination of service, the Plaintiffs repeatedly directed the Defendants to vacate and handover the premises but the Defendants failed to do so and (iv) the Defendants have no right, title or interest whatsoever in respect of the suit premises and are in illegal occupation of the suit premises as trespassers utilising free water and electricity.

- (b) The following reliefs were *inter alia* sought (i) to order the Defendants to quit, vacate and deliver vacant and peaceful possession of the suit premises, (ii) to order payment of certain sum as damages for illegal occupation of the suit premises, towards water and electricity charges and mesne profits till handing over possession of the suit premises, (ii) appointment of a Receiver for the suit premises; and (iii) injunction against the Defendants from creating third party rights with respect to the suit premises.
- (c) By and under Judgment 22nd December, 2017 passed by the Hon'ble Small Causes Court, the captioned Suit was decreed in favour of Trust on, *inter alia*, the ground that the Plaintiffs have proved their case beyond reasonable doubt that the Defendants are holding over the suit premises even after Defendants No.1's employment was terminated and, *inter alia*, the following directions were passed: -
- (i) The Defendants were directed to vacate the suit premises within 3 months;
 - (ii) The Defendants were directed to pay Rs. 36,000/- as compensation for wrongful occupation of the suit premises from 1.11.2001 to 31.10.2004;

- (iii) The Defendants were directed to pay to the Plaintiff a sum of Rs. 59,820/-.

(ii) P. S. C. C Appeal No. 97 of 2018 before Appellate Bench of Small Causes Court-

It appears that the captioned Appeal was filed by the Defendants on 31st March, 2018 against the aforesaid judgement and decree dated 22nd December, 2017. By and under judgement dated 8th October, 2018 the captioned Appeal was allowed and the judgement and decree of the Trial Court dated 22nd December 2017 was set aside.

(iii) Civil Revision Application No. 127 of 2020 before Bombay High Court-

The said Trust filed the captioned Application against the judgment dated 8th October 2018 passed by the Appellate Bench of Small Causes Court. By and under an Order dated 23rd June, 2025 passed by the Hon'ble Bombay high Court, the said CRA 127 of 2020 was dismissed by the court for the want of prosecution. We have been informed by IIPL that they have filed a restoration application for CRA 127 of 2020 and have *inter alia* prayed to set aside the Order dated 23rd June, 2025 and the same is pending before the Hon'ble Bombay High Court.

II. Yashwant Shankar Lad Litigation

L.E. & C. Suit No. 200070 of 2004 before the Hon'ble Small Causes Court at Mumbai (Bandra Branch)-

- (a) On 29th November, 2004, the then trustees of the said Trust viz., K. H. Dadinath (deceased), R.N. Sethna, K.F. Meta (deceased), M.R.S Captain (deleted substituted with Mr. Farrokh K. Kavarana), S.K. Kavarana (deleted) substituted with Nadir Modi, S.S. Choksey and B.F. Dabhoiwala filed the captioned suit against Mr. Yashwant Shankar Lad & others, *inter-alia*, stating that (i) Defendant No. 1 is the son of Shankar Tukaram Lad who was employed as a gardener by the Trust and was accordingly, allowed to occupy servants' quarters Room A forming part of the said Structures. The other defendants viz., Defendant Nos. 2 to 5 are the family members of the

Defendant No. 1 who also began occupying the servant quarters and Defendant Nos. 7 to 12 were inducted by Defendant No. 1 without the permission or knowledge of the plaintiff, (ii) on 17th October, 1999 the gardener Shankar Tukaram Lad died due to which his employment ceased, (iii) in view of such termination of service, the Plaintiffs repeatedly directed the Defendants to vacate and handover the premises but the Defendants failed to do so and (iv) the Defendants have no right, title or interest whatsoever in respect of the suit premises and are in illegal occupation of the suit premises as trespassers utilising free water and electricity.

- (b) The following reliefs were, *inter alia*, sought (i) to order the Defendants to quit, vacate and deliver vacant and peaceful possession of the suit premises (ii) to order payment of certain sum as damages for illegal occupation of the suit premises, towards water and electricity charges and mesne profits till handing over possession of the suit premises, (iii) appointment of a Receiver for the suit premises; and (iv) injunction against the Defendants from creating third party rights with respect to the suit premises.
- (c) The Defendant Nos. 1 to 5 filed their Written Statement on 29th January, 2005, *inter alia* contending that (i) Defendant No. 1's grandfather and father of late Shankar Tukaram Lad was let out the suit premises as he were employed by the trust and the rent, water charges and electricity charges were deducted from the grandfather's salary, (ii) after the demise of the grandfather, late Shankar Tukaram lad was employed by the trustees and therefore, the Defendants have inherited the tenancy rights, (iii) there is an oral permission of the trustees in favour of the Defendants to occupy and use the quarters and (iv) Since the last 40 years, the Defendants are carrying on business of selling milk and supplying cold drinks to retailers and are also using the open space in front of the platform and the side wall has been constructed by them and has been in existence for more than 20 years.
- (d) It appears that, the Plaintiff No.6, one of the trustees of the said Trust, filed an Application requesting the Hon'ble Court to permit it to lead secondary evidence in respect of the certain documents, which was allowed by and under

an Order dated 5th September 2014 passed by the Hon'ble Small Causes Court.

- (e) It further, appears that the Plaintiffs made an Application seeking leave of the Hon'ble Small Causes Court to produce certain original documents which was allowed by the Hon'ble Small Causes Court vide its order dated 16th April 2015.
- (f) The suit is pending before the Hon'ble Small Causes Court.

III. Suresh Valanju Litigation

L.E. & C. Suit No. 52/67 of 2004 before the Hon'ble Small Causes Court –

- (a) On 29th November, 2004, the then trustees of the said Trust viz., K. H. Dadinatha (deceased), R.N. Sethna, K.F. Meta (deceased), M.R.S Captain (deleted substituted with Mr. Farrokh K. Kavarana), S.K. Kavarana (deleted) substituted with Nadir Modi, S.S. Choksey and B.F. Dabhoiwala filed the captioned suit against Suresh Valanju & others, *inter-alia*, stating that (i) Defendant No. 1 is the son of Vithu Babaji Pandia (Valanju) who was employed as a gardener by the Trust and was accordingly, allowed to occupy servants' quarters located on the north east side of the said Land forming part of the said Structures and the other defendants viz., Defendant Nos. 1(a), 2, 2(a) and 2(b) are the family members of the Defendant No. 1 who also began occupying the servant quarters without the permission or knowledge of the plaintiff, (ii) the Defendant No. 1 was provided with salary, free accommodation with electricity and water gratuitously due to his employment with the said Trust, (iii) on or about 12th January, 1995 Defendant No.1 the gardener died due to which his employment ceased (iv) on the demise of the Defendant No. 1, the other Defendants have no right, title or interest whatsoever in respect of the suit premises and are in illegal occupation of the suit premises as trespassers utilising free water and electricity.
- (b) The following reliefs were, *inter alia*, sought (i) to order the Defendants to quit, vacate and deliver vacant and peaceful possession of the suit premises (ii) to order payment of certain sum as damages for illegal occupation of the

suit premises, towards water and electricity charges and mesne profits till handing over possession of the suit premises, (iii) appointment of a Receiver for the suit premises; and (iv) injunction against the Defendants from creating third party rights with respect to the suit premises.

- (c) The Defendant Nos. 1 to 5 filed their Written Statement on 16th February, 2005, *inter alia* contending that (i) the father of Defendant Nos. 1 and 2 was let out the suit premises way back in 1935 and the suit premises have been in use, occupation and possession of the Defendants since over 12 years therefore they claim rights over the suit premises by adverse possession (ii) the trustees permitted the heirs of the deceased father of Defendant Nos. 1 and 2 to continue to reside in the suit premises and the rent in respect of the suit premises was being paid in cash initially and thereafter was being deducted from the salary of the deceased father of Defendant Nos.1 and 2 and therefore they are tenants protected under the provisions of Maharashtra Rent Control Act, 1999.
- (d) By and under order 30th June, 2011 passed by the Hon'ble Small Causes Court the issues were framed in the captioned suit.
- (e) By and under Order dated 7th September, 2018 the Application filed by the Plaintiff for filing Additional Affidavit in lieu of Examination-in-Chief along with list of documents was allowed and the Additional Affidavit along with list of documents were taken on record.
- (f) We have been informed that IIPL has been joined as a Plaintiff in the aforesaid Suit and the name of the Trust and trustees of the said Trust ahs been deleted.
- (g) It appears that IIPL has made an application dated 12th March, 2025 before the Court stating that the parties are intending to settle the matter and therefore the court be requested to adjourn the matter and remove the caption of dismissal of order from the suit. The Court vide, Order dated 26th March, 2025 has allowed the application. We have been informed by IIPL that as on date no documents pertaining to the settlement of the litigation has been executed between the Parties.

- (h) The said Suit is pending before the Hon'ble Small Causes Court. Further, we have been informed that no adverse orders have been passed in the Suit as on date.

IV. Public Interest Litigation

Public Interest Litigation No (stamp). 2147 of 2022 before the Hon'ble Bombay High Court ("PIL"):

- (a) The Petitioners i.e., (1) Khushru Ratansha Zaiwala and (2) Raymond Khushru Zaiwala (therein referred to as the Petitioners have filed the aforementioned PIL against (1) State of Maharashtra, (2) Charity Commissioner, (3) Union of India, (4) Chairman, Minority Commission, (5) Sam Choksey (6) Bomi Dabhoiwala, (7) Farokh Kavarana, (8) Cyrus Vevanis, (9) FK Banatwala and (10) Rustomji Keystone Builders Limited (therein collectively referred to as the 'Respondents').
- (b) The Petitioners under the PIL have *inter-alia* sought the reliefs (i) or a declaration that the amendment being Legislation 55 of 2017 being introduced by the State of Maharashtra is illegal, void and in violation of the basic features of the Constitution of India. (ii) To quash any legislation or private treaties based on aforesaid impugned amendment by addition of the impugned Section 36(5) of the Maharashtra Public Trusts Act, 1950 ("**the Trust Act**") as violative of the fundamental rights to faith and belief as guaranteed by the constitution of India and (iii) for ad-interim and interim orders terms of above as well as to prohibit the Respondents from enforcing the impugned amendment being Section 36(5) of the Trusts Act, pending the hearing and final disposal of the PIL.
- (c) By and under an Order dated 14th March, 2022 passed by the Hon'ble High Court in the PIL, the court has *inter-alia* recorded the submission of Advocate for Respondent No. 10 that (i) the description of the Respondent No. 10 in PIL is incorrect and (ii) even if the Petitioners succeed in the challenge to the insertion of the Section 36(5) of the Trusts Act, the transaction challenged

under PIL will remain unaffected as the Petitioner are under mistaken belief that a post-facto sanction was accorded under Section 36(5) of the Trusts Act, however, the sanction was accorded under Section 36(1)(a) of the Trusts Act which is not under challenge. Under the said Order dated 14th March, 2022, the Hon'ble court further observed that the presence of the Union of India is not necessary for the purpose of the adjudication of the issue raised in the PIL and therefore, the office is directed to delete the particulars of the Respondent No. 3 from the PIL.

- (d) By and under an Order dated 23rd August, 2022 passed by the Hon'ble Court, the court has stated that as no one has appeared for the Petitioners, the PIL be removed from the Board.
- (e) The online records of the Bombay High Court reflects that the case status of the PIL is Pre-Admission and we have been informed that no adverse orders have been passed as on date.

D. LITIGATION SEARCHES

We have caused searches to be undertaken at various courts in India including but not limited to the Supreme Court and the Bombay High Court and have perused the search report dated 19th July, 2025 issued by Cubictree Technologies Private Limited. The litigations listed in the report dated 19th July, 2025 are *inter alia* described in paragraph C titled as litigations above.

E. APPROVALS

- (1) Keystone Realtors Limited ("**Keystone**") has been developing the land bearing C.T.S. Nos. 1214/6(part), 1214/7, 1378(part) and 1378/27 to 38 of village Malad (South) at Goregaon (West) in P/South Ward, Mumbai measuring approximately 5,217 square meters situated in the Registration District and Sub District of Mumbai City and Mumbai Suburban Malad (West), Mumbai 400 064 ("**Malad Plot**") under the Regulation 33(10) and Regulation 30 of the DCPR, 2034 pursuant to the Letter of Intent dated 4th July, 2022 granted by the Slum Rehabilitation Authority ("**SRA**") in

respect thereof. Thereafter, pursuant to an application made by Keystone and IIPL to SRA, SRA has issued a clubbed Letter of Intent dated 12th July, 2022 (“**Clubbed LOI**”) under which SRA has inter-alia clubbed the development scheme on the Malad Plot (“**Malad Scheme**”) with the development scheme of the said Plot (“**Bandra Scheme**”) under Regulation 33(11) of the DCPR, 2034 on terms and conditions mentioned therein. Under the Clubbed LOI, the sale FSI, as may be made available upon the construction and handover of the permanent transit camp units (“**PTC FSI**”), has been inter alia permitted to be utilized on the said Plot to the extent and in the manner as stated therein. Further, by and under an Agreement to Sell FSI dated 15th December, 2023 (“**PTC Agreement**”) executed by and between Keystone of one part and IIPL of the other part, Keystone has inter-alia agreed to sell to IIPL, the PTC FSI which may be generated upon construction and handover of the PTC units by Keystone to SRA under the Clubbed LOI on terms and conditions and for consideration as mentioned therein.

- (2) In view of what is stated above, IIPL is entitled to utilize the PTC FSI on the said Plot in the manner and to the extent as mentioned in the PTC Agreement and the Clubbed LOI. We have been given to understand that PTC units are being constructed in Wing – ‘B’ (“**PTC Building**”) of the composite building pursuant to the Clubbed LOI on the Malad Plot. We have been informed by IIPL that the PTC Building has been completed upto 38th floors (out of 40 floors).
- (3) SRA has issued the Commencement Certificate dated 24th April, 2023 bearing No. H-W/PVT/0095/20220421/AP/S in respect of the Sale building proposed to be constructed on the said Plot in the manner and on terms more particularly set out therein. The CC has been granted up to the top of the basement levels excluding certain portions marked out therein and has been re-endorsed on 29th February, 2024 as per the approved amended plans dated 29th February, 2024.
- (4) By and under a letter dated 29th February, 2024 bearing No. H-W/PVT/0095/20220421/AP/S, addressed by SRA to IIPL, the authority has approved the amended plans in respect of the sale building proposed to be constructed on the said Plot on terms and conditions as mentioned therein.

- (5) By and under a letter dated 16th January, 2024 issued by the Airports Authority of India the authority has given its No-objection to IIPL for the construction of proposed building on the said Plot for height upto 142.20 meters on terms and conditions as mentioned therein.

F. DP REMARKS

- (1) By and under letter dated 2nd September, 2024 bearing reference no. CH.E/DP34202409111553370 issued by the Municipal Corporation of Greater Mumbai, the MCGM issued the following Development Plan 2034 remarks ("DP Remarks 2034") with respect to the said Property:
- (a) The said Property is situated within residential (R) zone and falls under CRZ-II category;
- (b) The said Property is not affected by any existing road or proposed road widening;
- (c) The said Property is affected by an existing amenity namely Eh3.3 Rehabilitation Centre and a school is abutting the said Property;
- (d) The said Property is included in the sanctioned heritage list of 1995 at serial no. 577 as a Grade-III structure for conservation purpose and therefore, clearance from the Mumbai Heritage Conversation Committee would be necessary.

G. REVENUE RECORDS

- (1) We have been provided with the copy of the Property Register Card dated 20th August, 2025 of CTS No. B/895. Our observations in respect of the same are as follows:
- (a) The area of the said Plot is 4,248.4 square meters and name of IIPL has been recorded as the holder of the said Plot.

- (b) The P R Card, *inter alia*, records an Entry dated 12th March, 1997 which was included in the Property Register card pursuant to the order of the Hon'ble Superintendent Land, Mumbai Suburban District dated 20th January, 1997, stating that the entire area of the said Plot has been earmarked for "secondary school" as per the Development Plan. In view of the D P Remarks 2034, it is recommended that IIPL take necessary steps and the aforesaid entry on the P R Card be deleted.

H. SEARCHES AT THE OFFICE OF THE SUB-REGISTRAR

- (1) We have caused to undertake searches at the offices of Sub-registrar of Assurances at at Mumbai, Bandra & Andheri 1 to 8 Sub-Registrar Offices from Year 1906 to 2021 (116 Years) and at Online Site available for Search Purpose by Department of Registration & Stamps of Government of Maharashtra, which is Record of Jurisdiction of Mumbai Suburban District, Andheri-1 to 8 Sub-Registrar Offices from Year 2022 to 2025 (04 Years) in respect of which our search clerk, Mr. Ashish S. Javeri has issued his report dated 25th July, 2025. The documents reflected in the Search Reports dated 25th July, 2025 issued by Ashish Javeri, Search Clerk, in respect of the said Plot are set out in an Annexure - "C" hereto and the documents referred/ reflected in the aforesaid search report have been set out in the paragraph B titled as 'Chain of Title' and paragraph E titled as 'Mortgages' of this Title Report, save and except the documents as mentioned below. The following three deeds / documents *inter alia* relates to the change of the trustees of the said Trust:

- (i) Indenture dated 25th September, 1933 registered with the office of the Sub-registrar of Assurances bearing Serial No. BOM/4093 of 1933 executed by and between Shirinbai Cama, Merwanji Muncherji Cama, Phiroze Cursetji Sethna Knight & Hirajee Kawsjee Kola (therein referred to as the 'Surviving Trustees') and Ardeshir Jamsedji Bilimoria of the second part, Lady Navjabai Ratan Tata, Sorabji Dorabji Saklatvala, Dr. Burjor Pirojshaw Banaji of the third part (therein referred to as the 'New Trustees').

- (ii) Indenture of Appointment dated 10th January 1942 registered with the office of

the Sub-registrar of Assurances bearing Serial No. BOM/2445 of 1942 executed by and between Lady Navajbai Ratan Tata, Sir Sorabji Dorabji Salklatwalla Kt., Dr. Burjor Pirojshaw Banaji (therein referred to as the 'Surviving Trustees') of the one part and Sir Hormazdyar Phiroze Dastur Kt., Nusserwanji Hosmasji Sethna, Navroji Hormasji Tata and Kaikhushru Ardeshir Dubash (therein referred to as the 'New Trustees') of the other part.

- (iii) Indenture of Appointment dated 28th December, 1950 registered with the office of the Sub-registrar of Assurances bearing Serial No. BOM/1104 of 1951 executed by and between Lady Navajbai Ratan Tata, Dr. Burjor Pirojshaw Banaji, Sir Hormazdyar Phiroze Dastur Kt., Nusserwanji Hosmasji Sethna, Navroji Hormasji Tata and Kaikhushru Ardeshir Dubash (therein referred to as the 'Surviving Trustees') of the one part and Pirosha Pestonji Mistri (therein referred to as the 'New Trustee') of the other part.
- (iv) By and under a Debenture Trust Deed dated 27th January, 2022 and registered with the office of the Sub-Registrar of Assurances bearing Serial No. 1031 of 2022 and executed by and between IIPL (therein referred to as 'the Company') of the one part and IDBI Trusteeship Services Limited (therein referred to as 'the Debenture Trustee') of the other part ("**said DTD**") IIPL had agreed issue 1,500 to secured, unlisted, unrated redeemable non-convertible debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakhs Only) each on a private placement basis, in one or more series ("**Debentures**") and *inter alia* created a mortgage on the said Plot on such terms and conditions as more particularly mentioned therein. We have been informed by IIPL that the said DTD was not acted/implemented/taken any steps in furtherance to as envisaged in the said DTD and no Debentures were issued in favour of the Debenture Trustee and said DTD has been cancelled by and under a Deed of Cancellation dated 20th July, 2022 registered with the office of the Sub-registrar of Assurances under Serial No. 11519 of 2022 ("**Deed of Cancellation**") executed by and between IIPL (therein referred to as the Company/Issuer) of one part and IDBI Trusteeship Services Limited (therein referred to as the Debenture Trustee) of the second part. Under the Deed of Cancellation, the parties thereto also *inter alia* agreed

that they shall have no obligation as envisaged under *inter-alia* the said DTD and they are relieved and discharged from all roles, responsibilities and liabilities arising from the said DTD and further they have no claim or recourse (of any nature whatsoever) against each other *inter-alia* in respect of the said DTD.

- (v) Affidavit dated 26th April, 2022 registered with the office of the sub-registrar of assurances bearing Serial No. 7825 of 2022 executed by Sandeep Gawde as the constituted attorney of Chandresh Mehta in respect of the said Land.

I. ROC SEARCHES

The ROC Search Report reflects that there are no existing charges as on 17th July, 2025 created by IIPL.

J. CERSAI SEARCHES

The CERSAI Search Report reflects that there are no existing/ active charges as on 17th July, 2025 created by the Company.

K. CONCLUSION

Based on the aforesaid steps we have undertaken and subject to what has been stated hereinabove, we are of the view that the title of Imperial Infradevelopers Private Limited to the said Plot, as owner is clear and marketable title and free from encumbrances.

THE SCHEDULE REFERRED HEREINABOVE:

(Description of the said Plot)

All that piece or parcel of land or ground situate lying and being at Bandra in the registration Sub District of Bandra Taluka South Salsette Bombay Suburban District containing by

WADIA GHANDY & CO.

admeasurement 5,081 square yards (equivalent to 4,248.40 square meters) or thereabouts bearing C.T.S. No. B/895, Village Bandra and bounded as follows:

On or towards North	:	Existing Bullock Road (dead end)
On or towards South	:	C.T.S. No. 892 of Village Bandra (W)
On or towards East	:	C.T.S. No. 894 of Village Bandra (W)
On or towards West	:	Existing Byramji Jijibhoy (B. J.) Road

Dated this 28th day of August, 2025


For Wadia Ghandy & Co.

Partner

Annexure "A"

(List of original title deeds inspected at the office of our client, IIPL on 12th August, 2025)

1. Original Memorandum of Understanding dated 3rd February, 2021 executed between the said Trust and IIPL.
2. Original Lease Deed dated 26th August, 2021 registered at the office of the Sub-registrar of Assurances under Serial No.BDR-18-10970 of 2021 executed between the said Trust and the Hon'ble Collector, Mumbai Suburban District.
3. Order dated 30th September, 2021 passed by the Collector in respect of the lease rent payment and the Conversion Premium.
4. Original Deed of Conveyance dated 21st October, 2021 registered with the office of the Sub-registrar of Assurances under Serial No. 11868 of 2021 executed between the said Trust and IIPL.

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Annexure "B"

(Copies of documents examined by us)

1. Indenture dated 10th April, 1906 executed by and between the Secretary of State for India in Council (therein referred to as 'the Lessor') of the One Part and Jalbhoy Ardeshir Sett (therein referred to as 'the Lessee') of the Other Part.
2. Order dated 29th April, 1910 bearing reference no. L.R./1207 issued by the Collector granting permission to Jalbhoy Ardeshir Sett to sell his right, title and interest in the said Property.
3. Indenture of Assignment dated 5th February, 1912 registered with the office of the Sub-registrar of Assurances under Serial No. 978 of 1912 executed by and between Bai Aimai (widow of Late Jalbhoy Ardeshir Sett), Kavasji Jalbhoy Sett, Dhunjibhoy Bomanji Petit and Pirojsha Dadabhoy Sett (being the proving executrix and executors of the last will and testament of Late Jalbhoy Ardeshir Sett), therein referred to as "the Vendors" of the One Part and Sir Dorabjee Jamsetjee Tata Knight, Jehangir Dosabhoy Framjee, Merwanji Muncherji Cama, Hiraji Kavasji Kola and Bai Shirinbai (widow of Muncherji Dosabhoy Cama), therein referred to as "the Purchasers" of the Other Part.
4. Declaration of Trust dated 15th February, 1915 registered with the office of the Sub-registrar of Assurances bearing Serial No. 321A of 1915 executed by and between (i) Sir Dorabjee Jamsetjee Tata Knight, (ii) Jehangir Dosabhoy Framjee, (iii) Merwanji Muncherji Cama, (iv) Hirajee Kavasjee Kola and (v) Bai Shirinbai.
5. Indenture dated 25th September, 1933 registered with the office of the Sub-registrar of Assurances bearing Serial No.4093 of 1933 executed by and between Shirinbai Cama, Merwanji Muncherji Cama, Phiroze Cursetji Sethna Knight & Hirajee Kavasjee Kola (therein referred to as the 'Surviving Trustees') and Ardeshir Jamsedji Bilimoria of the second part, Lady Navjabai Ratan Tata, Sorabji Dorabji Saklatvala, Dr. Burjor Pirojshaw Banaji of the third part (therein referred to as the 'New Trustees').
6. Indenture of Appointment dated 10th January 1942 registered with the office of the Sub-registrar of Assurances bearing Serial No.2445 of 1942 executed by and between Lady Navajbai Ratan Tata, Sir Sorabji Dorabji Salklatwalla Kt., Dr. Burjor Pirojshaw Banaji

(therein referred to as the 'Surviving Trustees') of the one part and Sir Hormazdyar Phiroze Dastur Kt., Nusserwanji Hosmasji Sethna, Navroji Hormasji Tata and Kaikhushru Ardeshir Dubash (therein referred to as the 'New Trustees') of the other part.

7. Indenture of Appointment dated 28th December, 1950 registered with the office of the Sub-registrar of Assurances bearing Serial No.1104 of 1951 executed by and between Lady Navajbai Ratan Tata, Dr. Burjor Pirojshaw Banaji, Sir Hormazdyar Phiroze Dastur Kt., Nusserwanji Hosmasji Sethna, Navroji Hormasji Tata and Kaikhushru Ardeshir Dubash (therein referred to as the 'Surviving Trustees') of the one part and Pirosha Pestonji Mistri (therein referred to as the 'New Trustee') of the other part.
8. Order dated 17th September, 1975 passed by the office of the Additional Collector renewing the lease for a further period of 30 (thirty) years with effect from 1st January, 1951.
9. Order dated 15th July, 1986 bearing refence no. C/LND.181 passed by Additional Collector.
10. Order dated 27th February, 2001 passed by the Ld. Collector.
11. 1999 Policy and 2012 Policy.
12. Order dated 17th December, 2013 passed by the Assistant Charity Commissioner, Greater Bombay Region, Mumbai in Application No. ACC/III/47/2013 of 2013 along with a copy of the approved Scheme for management and administration of the said Trust.
13. Public Notice dated 9th July, 2019 issued by the said Trust in Maharashtra Times newspaper (in English) and Times of India (in English).
14. Public Notice dated 20th August, 2019 issued by the said Trust in Maharashtra Times newspaper (in English) and Times of India (in English).
15. Extract of the Public Trust Register maintained as per Schedule 1 read with Rule 5 of the Maharashtra Public Trusts Act, 1950.

16. Application dated 30th March, 2021 made by the Trustees on behalf of the said Trust to the Charity Commissioner under Section 36 of the Maharashtra Public Trust Act, 1950 for permitting the transfer of the said Property by the said Trust in favour of IIPL in accordance with the said MOU.
17. Application dated 5th March, 2021 made by the Trustees on behalf of the said Trust to the Collector.
18. Order dated 23rd June, 2021 passed by the office of the Joint Charity Commissioner-II under Section 36 of the Maharashtra Public Trust Act, 1950.
19. Deed of Conveyance dated 21st October, 2021 registered with the office of the Sub-registrar of Assurances under Serial No. 11868 of 2021 and executed between the said Trust (therein referred to as 'the Vendor') of the One Part and IIPL (therein referred to as 'the Purchaser') of the Other Part.
20. Conversion Order
21. Letter of Intent dated 4th July, 2022 bearing Reference No. P-S/PVT/0084/20190903/LOI issued by the SRA.
22. Letter of Intent dated 12th July, 2022 issued by the SRA.
23. Agreement to Sell FSI dated 15th December, 2023 executed by and between Keystone Realtors Limited of one part and IIPL of the other part.
24. Certain papers and proceedings with respect to L. E. & C Suit No 54/69 of 2004 filed by the Trustees of the said Trust before Small Causes Court at Mumbai (Bandra Branch).
25. Judgement dated 8th October, 2018 passed by the Appellate Bench of Small Causes Court in P. S. C. C Appeal No. 97 of 2018.
26. Civil Revision Application No. 127 of 2020 filed before the Bombay High Court.

27. Certain papers and proceedings with respect to L. E. & C Suit No 55/70 of 2004 filed by the Trustees of the said Trust.
28. Certain papers and proceedings with respect to L. E. & C Suit No 52/67 of 2004 filed by the Trustees of the said Trust.
29. Certain papers and proceedings with respect to Writ Petition No. 46 of 2004 before Hon'ble Bombay High Court.
30. Certain papers and proceedings with respect to Writ Petition No. 492 of 2015 before Hon'ble Bombay High Court.
31. Public Interest Litigation No (stamp). 2147 of 2022 before the Hon'ble Bombay High Court.
32. Certain approvals obtained by IIPL in respect of the said Plot.
33. D P Remark 2034.
34. P R Card.

Annexure "C"

(List of registered instruments reflected in Search Report dated 19th July, 2025)

1. Deed of Assignment dated 5th February, 1912 executed between i) Amibai Jalbhai Ardeshir, ii) Kwasji Jalbhai and iii) Dhanjibhai Bamanji Petit of the one part and i) Dorabji Jamshetji, ii) Jehangir Dossabhai, and iii) Merwanji Mancherji of the other part and registered with the office of the Sub Registrar of Assurances under serial no. 216-A of Volume No.189 at page nos. 39 to 46.
2. Declaration of Trust dated 15th February, 1915 executed between i) Sir. Dorabji Jamshetji Tata Kt., ii) Jehangir Dossabhoy Cama, iii) Shirinbai Muncherji Cama, iv) Hiraji Cowasji Kola and v) Merwanji Muncherji Cama of the one part and i) Shirinbai Muncherji Cama, ii) Hiraji Cowasji Kola, iii) Merwanji Muncherji Cama, iv) Sir. Sorabji Jamshetji Tata of the other part and registered with the office of the Sub Registrar of Assurances under serial no. 321-A/1915 of Volume No.217 at page no. 86.
3. Appointment of New Trustees dated 25th September, 1933 executed by and between i) Shirinbai Widow of M. D. Cama, ii) Merwanji M. Cama, iii) Sir Phiroza C. Sethna, iv) Hiraji Kwasji Kala, v) Ardeshir G. Bilimoria, vi) Lady Navajbai Ratanji Tata, vii) Sorabji Dorabji Saklatvala, and viii) Burjor P. Banaji and registered with the office of the Sub Registrar of Assurances under serial no. 4093/1933.
4. Appointment of New Trustees dated 10th January, 1942 executed by and between i) Navajbai Ratan Tata, ii) Sorabji Dorabji Saklatvala, iii) Burjor Pirojshaw Banaji, iv) Sir. H. P. Dastur, v) Nusserwanji Hormasji Sethna, vi) Navroji Hormasji Tata, and vii) Kaikhashru Ardeshir Dubash and registered with the office of the Sub Registrar of Assurances under serial no. 2445/1942.
5. Appointment of New Trustees dated 28th December, 1950 executed by and between i) Navajbai Ratan Tata, ii) Burjor Pirojshaw Banaji, iii) Hormuzdyar Phiroze Dastur, iv) Nusserwanji Hormusji Sethna, v) Navroji Hormusji Tata, vi) Kaikhushru Ardeshir Dubash and vii) Pirojshaw Pestonji Mistry and registered with the office of the Sub Registrar of Assurances under serial no.1104/1951.

6. Lease Deed dated 13th July, 2021 executed between Bandra Parsi Convalescent Home through its Trustees i) Sam M. Choksey, ii) Bomi F. Dabhoiwala, and iii) Farukh K. Banavatwala of the one part and The Collector of Mumbai Suburban District of the other part and registered with the office of the Sub Registrar of Assurances under serial no. AND-7/10970/2021.
7. Deed of Conveyance dated 21st October, 2021 registered with the office of the Sub-registrar of Assurances under Serial No. 11868 of 2021 and executed between the said Trust (therein referred to as 'the Vendor') of the One Part and IIPL (therein referred to as 'the Purchaser') of the Other Part.
8. Deed of Mortgage dated 27th January, 2022 and registered with the office of the Sub-Registrar of Assurances bearing Serial No. 1031 of 2022 and executed by and between IIPL of the one part and IDBI Trusteeship Services Limited of the other part.
9. Affidavit dated 26th April, 2022 registered with the office of the sub-registrar of assurances bearing Serial No. 7825 of 2022 executed by Sandeep Gawde as the constituted attorney of Chandresh Mehta *inter alia* in respect of the said Land.
