



# WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

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NL-DJM-108017

## REPORT ON TITLE

To,  
M/s. Vijay Associates Wadhwa  
301, Platina Building, 3rd floor,  
Plot No. C-59, G Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai - 400051

Kind Attn: Mr. Navin Makhija

Dear Sirs,

Re: All that piece or parcel of non-agricultural land admeasuring 15,241.60 square meters bearing Survey No.37/10 and 37/11 of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane and also identified as "Sub-Plot A" (part) (admeasuring 7753.09 square meters) and "Sub-Plot F" (admeasuring 7488.51 square meters) in the Layout Approvals, and situated at Kolshet Road, Thane ("said Land")

### A. Introduction

Our client, M/s. Vijay Associates Wadhwa, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 bearing registration no. BA-89646 and having its office at 301, Platina Building, 3rd floor, Plot No. C-59, G Block, Bandra Kurla Complex, Bandra - East, Mumbai - 400051 has instructed us to investigate the title of M/s. Vijay Associates Wadhwa to the development rights pertaining to the said Land.

### B. Steps

For the purpose of issuing the said Title Report, we have undertaken the following steps:-

- (i) Caused searches to be taken from the years(a) 1958 to the year 2013 i.e. for a period of 55 years for the First Land (as defined hereinbelow and which includes the said Land), (b) from 1944 to the year 2013 i.e. for a period of 70 years for the Second Land (as defined hereinbelow) and (c) 1944 to the year 2013 i.e. for a period of 70 years for the Third Land(as defined hereinbelow) at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Mira Road and Bhayandar. However searches at the office of the Sub-Registrar of Assurance are subject to the availability of records and also to records being torn and mutilated.
- (ii) Caused searches to be undertaken at the Registrar of Firms with respect to M/s

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National Dyes, a partnership firm registered with the Registrar of Firms now known as M/s Money Magnum Constructions, a partnership firm registered under the Indian Partnership Act, 1932 bearing Registration No B 117444 and having its office at Samruddhi, Office Floor, Plot No.157, 18<sup>th</sup> Road, Chembur (East), Mumbai - 400 071 ("the Firm/ National Dyes")

- (iii) Perused copies of relevant 7/12 extracts and the corresponding mutation entries in respect of the Larger Land (as defined herein below and which includes the said Land).
- (iv) Perused copies of the deeds, documents and writings with respect to the said Larger Land (as defined herein below), as stated in **Annexure "A"** hereto. We have perused the original title documents as provided in **Annexure "B"**. We have been informed by Money Magnum that the original Deed of Conveyance dated 30<sup>th</sup> March, 2009 registered with the Sub-Registrar of Assurances, Thane at Serial No. 2578 of 2009 with respect to the Third Land and the original said Grant pertaining to the First Land is lost and untraceable.
- (v) Perused the Development Plan Remarks of the Larger Land (as defined hereinbelow).
- (vi) Issued Public Notices to invite claims and/or objections from the public with respect to the title of the said Land and the right to develop the said Land, on 15<sup>th</sup> April, 2013 in the Economic Times and Maharashtra Times. We have received an objection from the Advocates of M/s Urban Infrastructure Venture Capital Ltd and we have examined the same and the same does not affect the title of M/s Vijay Associates Wadhwa to develop the said Land.
- (vii) Raised general requisitions on title as well as specific requisitions on title of the Larger Land upon the Firm.

**C. Based on the investigation of title the following emerge:-**

- (i) Money Magnum was the owner of and was well and sufficiently entitled to and absolutely seized and possessed of (a) land bearing Old Survey No.283A, 283B, Old Survey No. 37A, 38A and New Survey No 37/1-13.38/1 and 38/2 admeasuring approximately 84,971 square meters of Village Dhokali (previously bearing Survey No.283A of Village Balkum) in Taluka and District Thane, situated at Kolshef Road, Thane ("First Land"); (ii) land bearing Old Survey No. 146/1, 146/2 (part), New Survey No.36/1, 36/2A, 36/2B admeasuring approximately 1954 square meters of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane, situated at Kolshef Road, Thane ("Second Land"), and (iii) land

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bearing Old Survey No 147/2, 163/2, New Survey No 10/2, 27/2A admeasuring approximately 3360 square meters of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane, situated at Kolshet Road, Thane, ("Third Land") The First Land, Second Land and Third Land aggregate to 90,614 square meters and are hereinafter collectively referred to as "the Larger Land".

- (ii) Out of the Larger Land, Money Magnum has handed over an area admeasuring 25 554 square meters to the Thane Municipal Corporation ("TMC") as the same was reserved under the Development Plan. Hence Money Magnum continues to be the owner of the balance portion of the Larger Land which admeasures 65,060 square meters.

D. First Land

- (i) By and under an order bearing reference no LND 8051 dated 19<sup>th</sup> February, 1957 read with an order dated 28<sup>th</sup> February, 1959 bearing reference no CB/LND/8051 passed by the Collector of Thane, the Collector has granted the First Land to the Firm in the manner and on the terms and conditions as stated therein ("the said Grant").
- (ii) By and under an Indenture of Right of Way dated 18<sup>th</sup> January, 1969 executed between one M.V. Mazumdar, being the sole proprietor of National Dyes of the First Part and Kamla Gurcharandas of the Second Part and registered with the office of the Sub-Registrar of Assurances, Bombay at Serial No 321 of 1969, National Dyes has granted unto Kamla Gurcharandas, a right of way over a strip of land or passage 30 feet wide and situated on the First Land and identified on the Plan annexed thereto ("the Passage") for the purpose of ingress to and egress from all that piece and parcel of land, situate, lying and being at Balkum Village admeasuring 3111.031 square meters bearing Survey No. 165 Hissa No. 2 which adjoins the said Land as described in the Second Schedule thereto ("Adjoining Land"), for the consideration and in the manner as stated herein. As per the said Indenture of Right of Way dated 18<sup>th</sup> January, 1969 and the requisitions answered by Money Magnum/ the Firm, the Passage forms part of the said Land.
- (iii) By and under its Letter dated 5<sup>th</sup> February, 1990, bearing reference no. Revenue/Desk-1/T-7/NAP/SR the Collector, Thane granted National Dyes, permission for change of user from industrial to residential purpose on the terms and conditions as stated therein ("said Permission")
- (iv) By and under its Letter dated 13<sup>th</sup> February, 2004, bearing reference no.

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DCL/Thane/VSSY/2004 addressed by the Deputy Labour Commissioner (Thane) to National Dyes, it was recorded that 35 workmen were employed in the factory on the First Land and the factory on the First Land was closed in the year 1974 because of financial/economic reason. No dispute or complaint with respect to the legal dues of the workers and no dispute of any nature was pending in the office of the Labour Commissioner.

- (v) By and under its Letter dated 21<sup>st</sup> February, 2004 bearing reference No. JDI/MMR/MISC/Z-I/National Dyes/2004/3141 addressed by the Joint Director of Industries (MMR) to National Dyes, the Joint Director of Industries recorded that the industry on the First Land was closed from 1974 and additionally also noted the closure of the unit of M/s National Dyes on the First Land
- (vi) A dispute had arisen between the office of the Collector and the Firm with regard to the computation of unearned income under the said Permission. Being aggrieved, National Dyes (Petitioner No 1 therein) and Kishor N. Shah (Petitioner No. 2 therein) filed a Writ Petition bearing No. 2856 of 2005 before the Bombay High Court against (i) State of Maharashtra (Respondent No. 1 therein), (ii) The Collector, Thane (Respondent No. 2 therein) and (iii) Town Planning and Valuation Department (Respondent No. 3 therein) Pursuant thereto, National Dyes has made payment of Rs. 58,61,711/- towards the full and final balance payment, under protest to Tahsildar, Thane. By and under an order dated 11<sup>th</sup> January 2008 passed by the Hon'ble High Court, the Writ Petition was disposed of with the directions as stated therein
- (vii) The office of the Collector, Thane has by and under a Letter dated 16<sup>th</sup> August, 2007 bearing reference no. Kra/Mahsool/K 1/T 1/Land/Vashi- 37592, directed that as National Dyes had paid 50% of the unearned income in accordance with the said Permission, condition no. 4 of the grant of the First Land (as stated in paragraph (i) above) stood deleted. These directions have been upheld by the Revenue Minister vide his order dated 17<sup>th</sup> November, 2008.

E. Second Land

- (i) By and under an Indenture of Sale dated 1<sup>st</sup> June, 1988 executed by and between (i) Jyoti Amrish Barkule, (ii) Shraddha Narain Vashist; (iii) Archana Anil Oturkar, the daughters of Nandlal Ramdas Gujral (Vendors therein), of the One Part and Naraindas Chandandas Vashist (Purchaser therein) of the Other Part and registered with the Sub-Registrar of Assurances at Thane at Senal No 4156 of 1988; Jyoti Amrish Barkule, Shraddha Narain Vashist and Archana Anil Oturkar conveyed the

Second Land in favour of Naraindas Chandan Vashist, for the consideration and in the manner as stated therein.

- (ii) By and under Deed of Rectification dated 9<sup>th</sup> August, 1988 executed by and between (i) Jyoti Amrish Barkule (ii) Shraddha Naraindas Vashist; (iii) Archana Anil Oturkar, (Vendors therein), of the First Part, Shraddha Naraindas Vashist (the Confirming Party therein) of the Second Part and Naraindas Chandandas Vashist (Purchaser therein) of the Third Part, the Indenture of Sale dated 1<sup>st</sup> June, 1988 was subsequently modified to read that an undivided 2/3 interest of the Second Land belonging to Jyoti Amrish Barkule and Archana Anil Oturkar, was conveyed to Naraindas Chandandas Vashist (Purchaser therein). It was clarified that, Shraddha Naraindas Vashist shall be deemed to be the owner of her undivided 1/3<sup>rd</sup> interest in the Second Land jointly with Naraindas Chandandas Vashist, who shall be the owner of 2/3<sup>rd</sup> share in the Second Land. This Deed of Rectification has not been registered.
- (iii) By and under a Deed of Conveyance dated 30<sup>th</sup> November, 1988 executed by and between (i) Mrs. Shraddha Naraindas Vashist, (ii) Naraindas Chandandas Vashist (therein referred to as Vendors) of the One Part and (i) Kishore Nandlal Shah (ii) Dinesh Nandlal Shah, the then trustees of the D.K. Family Trust (herein referred to as the Purchasers) of the Other Part and registered under Serial No./TNN-1/7130 of 2006, (i) Shraddha Naraindas Vashist and (ii) Naraindas Chandandas Vashist conveyed their respective undivided right, title and interest in the Second Land to the Purchasers therein for the consideration and on the terms and conditions as contained therein.
- (iv) By and under Letter dated 26<sup>th</sup> December, 1988 addressed by Shraddha Naraindas Vashist and Naraindas C. Vashist to D.K. Family Trust, it was stated that Shraddha Naraindas Vashist and Naraindas C. Vashist would hand over the originals of the following documents as and when received by them to D.K. Family Trust- (a) Original Deed of Conveyance dated 1<sup>st</sup> June, 1988 bearing registration no. 4156 of 1988 executed between (i) Jyoti Amrish Barkule; (ii) Shraddha Naraindas Vashist; (iii) Archana Anil Oturkar of the One Part and Naraindas Chandandas Vashist of the Other Part and (b) Original Deed of Rectification dated 9<sup>th</sup> August, 1988 executed between (i) Jyoti Amrish Barkule, (ii) Shraddha Naraindas Vashist, (iii) Archana Anil Oturkar of the First Part, Shraddha Naraindas Vashist of the Second Part and Naraindas Chandandas Vashist of the Third Part. It may be noted that the Deed of Conveyance dated 1<sup>st</sup> September, 2006 executed between D.K. Family Trust, through its trustees, Kishor Shah and Vimal Shah (Vendors therein) of the One Part and National Dyes (Purchasers therein) of the Other Part (as stated below) provides

that, (1) the Original Deed of Conveyance dated 1<sup>st</sup> June, 1988 bearing registration no. 4156 of 1988 as detailed hereinabove and (2) the certified true copy of the Deed of Rectification dated 9<sup>th</sup> August 1988 as detailed hereinabove have been handed over to National Dyes.

- (v) By and under a Deed of Conveyance dated 1<sup>st</sup> September, 2006 executed between D.K. Family Trust through its trustees, Kishor Shah and Vimal Shah (Vendors therein) of the One Part and National Dyes (Purchasers therein) of the Other Part the Trustees therein, sold, transferred and conveyed the Second Land to National Dyes for the consideration and in the manner as provided therein. The Deed of Conveyance records that (a) the Second Land is land locked and there is no independent access to the Second Land (b) the Second Land falls within the District Centre Reservation and (c) the Second Land falls in second belt of the chemical zone from the Bayer Compound. It is to be noted that the said Deed of Conveyance is not registered.
- (vi) By and under an Irrevocable General Power of Attorney dated 1<sup>st</sup> September, 2006 executed by D.K. Family Trust, through its trustees (i) Kishor Nandlal Shah and (ii) Vimal Kishor Shah pursuant to Deed of Conveyance dated 1<sup>st</sup> September, 2006, appointed Nainesh Shah, partner of M/s National Dyes to act on its behalf and undertake such acts in respect of Second Land as set out therein. The Power of Attorney conferred power to *inter alia* transfer the Second Land and undertake various actions for redevelopment of the Second Land.
- (vii) By and under an Administrative Power of Attorney dated 31<sup>st</sup> October, 2006 executed by D.K. Family Trust, through its trustees (i) Kishor Shah and (ii) Vimal Shah in favour of Nainesh Shah, partner of M/s National Dyes, pursuant to the Deed of Conveyance dated 30<sup>th</sup> November, 1998, D.K. Family Trust appointed Nainesh Shah to perform various acts *inter alia* for development of the Second Land.
- (viii) By and under a Deed of Confirmation dated 2<sup>nd</sup> May, 2008 executed by D.K. Family Trust, through its trustees (i) Kishor Shah and (ii) Vimal Shah (Vendors therein) of the First Part and National Dyes (Purchasers therein) of the Other Part and registered before the Sub-Registrar of Thane at Serial No. 3757 of 2008, the Parties therein modified certain terms of the Deed of Conveyance dated 1<sup>st</sup> September, 2006 and also confirmed the same as stated therein and also registered the Deed of Confirmation with the Deed of Conveyance dated 1<sup>st</sup> September 2006 executed between D.K. Family Trust, through its trustees, Kishor Shah and Vimal Shah (Vendors therein) of the One Part and National Dyes (Purchasers therein) of the Other Part duly annexed therein.

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- (ix) By and under a Deed of Confirmation dated 2<sup>nd</sup> May, 2008 executed by D K Family Trust, through its trustees (i) Kishor Shah and (ii) Vimal Shah (Vendors therein) of the first part and National Dyes (Purchasers therein) of the Other Part and registered with the Sub- Registrar of Assurances at Thane under Serial No 3758 of 2008, the Parties confirmed the Irrevocable General Power of Attorney dated 1<sup>st</sup> September, 2006 and recorded that National Dyes is in exclusive occupation, possession and enjoyment of the Second Land. The Irrevocable General Power of Attorney dated 1<sup>st</sup> September, 2006 was annexed to Deed of Confirmation

**F. Third Land**

- (i) By and under a Deed of Conveyance dated 4<sup>th</sup> November, 1946 executed between Bhikchand Hansaji Sheth (therein referred to as the Seller) and Mrs. Manorama Subharao Tonsekar ("ManoramaTonsekar") (therein referred to as the Purchaser) and registered at the Sub-Registrar of Assurances Thane at Serial No 773 of 1946, Bhikchand Hansaji Sheth sold *inter alia* the Third Land to Manorama Subharao Tonsekar for the consideration as stated therein
- (ii) By and under a General Power of Attorney dated 25<sup>th</sup> January, 1995 ("the First POA") executed by Manorama Tonsekar in favour of one Krishnakumar Guninath Hemady ("Krishnakumar"). Manorama Tonsekar constituted and appointed Krishnakumar to act as her constituted attorney and undertake such acts *inter alia* in respect of the Third Land, as set out therein.
- (iii) By and under an Agreement dated 19<sup>th</sup> May, 1998 executed between Manorama Tonsekar (through her Constituted Attorney, Krishnakumar) (therein referred to as the Owner) of the One Part and (i) Jayshree Ramesh Mehta and (ii) Ramesh Amruttal Mehta ("the said Mehta's") (therein referred to as the Developers) of the Other Part, the Owner therein agreed to grant to the said Mehta's development rights to develop the Third Land for the consideration and on the terms and conditions as stated therein. The Development Agreement is not registered. It appears that possession of the Third Land has been delivered to the said Mehta's by Krishnakumar as evidenced vide a possession receipt dated 19<sup>th</sup> May, 1998.
- (iv) By and under an Irrevocable General Power of Attorney ("Second POA") dated 19<sup>th</sup> May, 1998 executed by Manorama Tonsekar (through her Constituted Attorney) Manorama Tonsekar appointed the said Mehta's to act jointly and/or severally with respect to the acts, deeds, matters and things as set out therein with respect to the development of the Third Land.
- (v) By and under a Deed of Declaration dated 29<sup>th</sup> June, 2004 executed by the said

Mehta's and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No. 4794 of 2004, the said Mehta's confirmed the execution of the Agreement dated 19<sup>th</sup> May, 1998 and also annexed the Agreement dated 19<sup>th</sup> May, 1998 and the First POA to the Deed of Declaration dated 29<sup>th</sup> June, 2004.

- (vi) By and under a Deed of Declaration dated 29<sup>th</sup> June, 2004 executed by the said Mehta's and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No. 4795 of 2004, the said Mehta's confirmed the execution of the Second POA which was annexed to the aforesaid Deed of Declaration dated 29<sup>th</sup> June, 2004.
- (vii) By and under a Deed of Declaration dated 17<sup>th</sup> November, 2004 executed by (i) Laxman Barku Patil, (ii) Yashwant Laxman Patil (iii) Sitaram Laxman Patil and registered with the Sub-Registrar of Assurances Thane at Serial No. 8217 of 2004, it was has been recorded that (i) Laxman Barku Patil, (ii) Yashwant Laxman Patil (ii.) Sitaram Laxman Patil were the tenants of Manorama Tonsekar in respect of the Third Land and they had no objection to the grant of development rights in favour of the Mehta's (i) Laxman Barku Patil, (ii) Yashwant Laxman Patil and (iii) Sitaram Laxman Patil further confirmed that they no longer have any right, title or interest in the Third Land in the manner as stated therein and confirmed having handed over possession of the Third Land to the said Mehta's.
- (viii) By and under an Agreement dated 11<sup>th</sup> July, 2005 executed between the Mehta's (therein referred to as the Vendors) of the One Part and M/s National Dyes (therein referred to as the Purchasers) of the Other Part and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No. 5333 of 2005, the said Mehta's agreed to *inter-alia* sell, transfer and grant development rights with respect to the Third Land, along with all benefits of any nature whatsoever in the Agreement dated 19<sup>th</sup> May 1998, the Declarations as stated in sub clause (v), (vi) and (vii) above, unto and in favour of National Dyes for the consideration and on the terms and conditions as contained therein. Out of the total consideration of Rs. 78,00,000/- (Rupees seventy eight lakh only) payable under the said Agreement, Rs. 75,00,000/- (Rupees seventy eight lakh only) was paid on execution of the Agreement and the balance was to be paid at the time of execution of the conveyance.
- (ix) By and under Power of Attorney dated 11<sup>th</sup> July, 2005 executed by the said Mehta's in favour of (i) Vimal Shah (ii) Nimesh Shah (iii) Kishor Shah partners of National Dyes and registered with the Sub-Registrar of Assurances under serial 59C of 2005 the Mehta's have, in exercise of powers of substitution vested in them under the Second POA granted to (i) Vimal Shah (ii) Nimesh Shah (iii) Kishor Shah jointly and/or severally to do various acts, deeds, matters and things as set out therein.



- (x) By and under Declaration dated 11<sup>th</sup> July, 2005, the Mehta's have recorded and confirmed that (a) original and/or copy of the Conveyance dated 4<sup>th</sup> November, 1946 executed by Bhikchand Sheth in favour Manoramabai Tonsekar in respect of the Third Land is not available with them and that they have not deposited the same with any bank or financial institution or private parties and have not created any third party rights in respect thereto and (b) they confirmed agreement to sell and grant of development rights of Third Land to National Dyes and have granted indemnity to National Dyes in the event of their representations being false and/or inaccurate.
- (xi) By and under letter dated 30<sup>th</sup> December, 2005, the said Mehta's have acknowledged receipt of the full payment of the consideration under the Agreement dated 11<sup>th</sup> July, 2005 executed between the Mehta's (therein referred to as the Vendors) of the One Part and M/s National Dyes (therein referred to as the Purchasers) of the Other Part and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No. 5333 of 2005.
- (xii) By and under Deed of Conveyance dated 30<sup>th</sup> March, 2009 executed between Manoramabai Tonsekar (through her constituted attorney Mr. Kishor Shah) (therein referred to as the Vendor), the Mehta's (through their constituted attorney Mr. Kishor Shah) (therein referred to as the Confirming Party) and National Dyes (therein referred to as Purchaser) and registered with the Sub-Registrar of Assurances under Serial No. 2578 of 2009. Manoramabai Tonsekar sold, conveyed and transferred the Third Land to National Dyes and the Mehta's confirmed the same, for the consideration and in the manner as stated therein.

**G. Revenue Records**

The 7/12 extract with respect to the First Land and the Third land are duly mutated in the name of National Dyes and Thane Municipal Corporation (with respect to the reservations) and the same is detailed in the Annexure "C" hereto. The same should be updated to reflect the name of M/s Money Magnum. The 7/12 extract with respect to the Second Land continues to stand in the name of Shraddha Narain Vashist and Naraindas C. Vashist and the same is to be updated to reflect the name of M/s Money Magnum.

**H. Urban Land Ceiling (Ceiling and Regulation) Act, 1976 ("ULC Act")**

- (i) The Additional Collector and Competent Authority, Thane has under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 passed the following orders subject to terms and conditions as stated therein:
- (a) The excess vacant land of 25,433.91 square meters from the First Land is

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exempted vide Order bearing reference no. ULC/TA/ATP/WSHS 20/S.R - 1437 dated 25<sup>th</sup> June, 2004 ("**First Order**") and the Order bearing reference no. ULC/TA/ATP/WSHS 20/S.R - 1647 dated 31<sup>st</sup> July, 2006 ("**Second Order**");

- (b) The excess vacant land of 2,594.50 square meters in respect of Third Land is exempted, vide Order bearing reference no. ULC/TA/ATP/WSHS 20/S.R. - 1644 dated 31<sup>st</sup> July, 2006 ("**Third Order**").

The First Order, Second Order and Third Order are hereinafter collectively referred to as the "**the said Orders**".

- (ii) The said ULC Orders contemplates a scheme ("**said Scheme**") inter-alia wherein there is restriction on size of tenements and on the allotment of tenements to the State Government in the manner and to the extent as stated in the said Orders
- (iii) National Dyes has given an undertaking dated 19<sup>th</sup> September, 2009 to the Thane Municipal Corporation that till the amendment of the sanctioned plans with full TDR potential as stated therein is approved by Thane Municipal Corporation, National Dyes shall not create third party rights in respect of (i) flats admeasuring 298.12 square meters, 341.76 square meters, 384.5 square meters totally admeasuring 1023.78 square meters in Buildings No. 15, 16 and 19 respectively situated on the said Land and (ii) area admeasuring 5,950.82 square meters in Sub-Plot F (being part of the said Land) totally aggregating to 6975 square meters ("**the said Undertaking**")
- (iv) By and under a Letter dated 14<sup>th</sup> June, 2013, the architects of Money Magnum have informed the Thane Municipal Corporation, that Money Magnum has undertaken the acts as required in the said Undertaking and have requested Thane Municipal Corporation to confirm the same.
- (v) Writ Petition bearing No. 345 of 2011 is filed by National Dyes against (i) State of Maharashtra (Respondent No. 1 therein), (ii) Deputy Collector and Competent Authority (ULC) (Respondent No. 2 therein), (iii) Mumbai Metropolitan Regional Development Authority (Respondent No. 3 therein), (iv) Municipal Corporation of Thane (Respondent No. 4 therein), (v) Maharashtra Housing and Area Development Authority, (Respondent No. 5 therein) inter-challenging the circular dated 18<sup>th</sup> March, 2009 issued by the Government of Maharashtra directing that if any change is to be made in the area of use or reservation in respect of land within the ambit of scheme approved under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**") then permission of the Competent Authority of the concerned Urban Development Department is required to be obtained ("**Impugned Circular**") The

petition was filed *inter alia* on the ground that Respondent No. 1 and 2 had no outstanding powers under the provisions of the ULC Act after the repeal of the Act, and therefore had no authority to issue the Impugned Circular. The Petitioners prayed for the following reliefs; (i) to quash and set aside the Impugned Circular, (ii) restrain Respondent No. 1 and 2 from enforcing the provisions of the ULC Act directly or indirectly after 28<sup>th</sup> November, 2007, under any circumstances except in case of proceedings relating to section 11,12,13 and 14 of the ULC Act, (iii) restrain Respondent No. 1 and 2, their servants and agents from issuing any letters, circulars, orders, directives to any other authorities functioning under the Registration Act, 1908, Maharashtra Regional and Town Planning Act, 1966, Maharashtra Land Revenue Code, 1966, directing them not to carry out their functions without no-objection certificate from the authorities established under the ULC Act, (iv) refrain from acting in any manner upon any Notification, directions, orders issued under the ULC Act, (v) pending the hearing and final disposal of the petition, the Respondents be restrained from acting upon the Impugned Circular, (vi) pending the hearing and final disposal of the petition, the Respondents be restrained from acting upon any notices, orders, issued under the ULC Act or seeking to enforce such notifications and orders. The captioned Petition is at the pre-admission stage and no orders have been passed till date.

- (vi) There is an entry recorded in the 7/12 extract for the said Land which reflects that the said Land is affected by the terms and conditions of the said Orders.

I. Development Plan Remark

- (i) The Development Plan Remark dated 5<sup>th</sup> July, 2013, issued by the Thane Municipal Corporation bearing reference no. Ret. No. T. M. C // PD/1900 for the Larger Land states that the Larger Land is affected by inter-alia (i) widening of existing Kolshet Road by 40 meters, (ii) proposed East-West Road widening of 30 meters, (iii) North-South Road widening of 40 meters, (iv) District Centre Reservation No. 5 and 6, (v) Municipal Ward Office Reservation No. 4 (partly) (vi) Mass Rapid Transit System (vii) Hospital Reservation No 4
- (ii) It seems that the reservations pertaining to (i) widening of existing Kolshet Road by 40 meters, (ii) proposed East-West Road widening of 30 meters, (iii) North-South Road widening of 40 meters (iv) Mass Rapid Transit System and (v) Hospital Reservation No. 4 has been handed over to Thane Municipal Corporation
- (iii) The reservation pertaining to (i) District Centre Reservation No. 5 and 6 and (ii) Municipal Ward Office Reservation No. 4 (partly) is yet to be handed over to Thane

Municipal Corporation.

- (iv) Writ Petition No. 3887 of 2013 is filed by Money Magnum against (i) State of Maharashtra, (ii) Thane Municipal Corporation and (iii) the Commissioner, Thane Municipal Corporation before the Bombay High Court inter-alia to seek TDR in the form of FSI equal to the DP Roads constructed and surrendered to Thane Municipal Corporation (as per the provisions of Clause 6 of Appendix -W to the Thane DCR and Section 126 of the MRTA Act). By and under an order dated 21<sup>st</sup> August, 2013 passed by the Division Bench of the Bombay High Court, the Hon'ble High Court directed Thane Municipal Corporation to decide the application made by Money Magnum for seeking TDR in the form of FSI in lieu of the area of the DP Roads constructed and handed over by Money Magnum to Thane Municipal Corporation. Pursuant to the order dated 21<sup>st</sup> August, 2013, it appears that the Commissioner, Thane Municipal Corporation gave a personal hearing to Money Magnum and vide its order dated 17<sup>th</sup> September, 2013 ordered and directed inter alia, Money Magnum to carry out an incremental improvement of the road to ensure that it complies with the development specifications given by the City Engineer and further provided that Money Magnum will be entitled to TDR equivalent to the area of the road

#### J. Approvals

- (i) We have perused a copy of the layout plan dated 17<sup>th</sup> December 2009 sanctioned by the Thane Municipal Corporation with respect to the Larger Land ("said Layout"). The said Layout contemplates construction of 15 (fifteen) buildings being Building Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19.
- (ii) We have been informed that Building Nos. 14, 15, 16 and 19 are proposed to be constructed on the said Land. The Permission/Commencement Certificate dated 17<sup>th</sup> December, 2009 V.P.No. 2003/94/TMC/TDD/575 permits National Dyes to carry out the following development in respect of Building Nos. 14, 15, 16 and 19 on the terms and conditions as stated therein -

Building No 14	Stilt + 9 + 10 (Pt) Floor
Building No 15	Stilt + 1 Floor
Building No 16	Stilt + 1 Floor
Building No 19	Stilt + 1 Floor

- (iii) We have perused a copy of the layout plan dated 20<sup>th</sup> June, 2005 sanctioned by the Thane Municipal Corporation with respect to Sub-Plot C (forming part of the Larger Land) which contemplates the construction of Building No. 17 and 18

- (iv) By and under Environmental Clearance bearing reference No SEAC-2010/CR.584/TC 2 dated 15<sup>th</sup> October, 2011 issued by the SEIAA, Government of Maharashtra Money Magnum Construction was accorded environmental clearance as per the Notification of 2006 of Ministry of Environment and Forests, for development of the Larger Land in the manner as stated therein

**K. Site Status**

- (i) We have been informed by Money Magnum that there are eleven buildings constructed on the Larger Land (excluding the said Land) bearing Building Nos 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12 ("Existing Buildings") and two buildings bearing Building Nos. 17 and 18 are under construction on the Larger Land (excluding the said Land).
- (ii) The occupation certificates for the Existing Buildings have been obtained by Money Magnum with respect to the Existing Buildings
- (iii) On the said Land, development work upto plinth is undertaken for the Building No. 14, 15 and 16

**L. Mortgage**

By and under Deed of Simple Mortgage dated 4<sup>th</sup> February, 2012 executed by said Money Magnum and Housing and Development Finance Corporation Limited ("HDFC") and registered with the Sub-Registrar of Assurances under Serial No. 1083 of 2012 ("said Deed of Simple Mortgage"), the said Money Magnum has inter-alia created mortgage on the said Land and the Building No. 14, 15, 16 and 19 and the receivables thereon to be constructed on the said Land as security for repayment of mortgage debt of Rs. 72,00,00,000/- (Rupees Seventy Two Crore only) in the manner and on the terms and conditions as stated therein. The original title deeds as listed in Annexure "B" hereto are deposited and in custody with HDFC.

**M. Allotments**

We have been informed that 119 (one hundred and nineteen) flats in Building No. 14 proposed to be constructed on the said Land had been allotted to various purchasers by Money Magnum. Out of the aforesaid 119 (one hundred and nineteen) flats, we have been informed that the allotments in respect of 70 (seventy) flats have been cancelled and 49 (forty nine) allotments are subsisting. Post the execution of the Development Agreement, we have been informed by Vijay Associates that certain pre-sales have been undertaken with respect to the new buildings to be constructed on the said Land.

**N. Searches at the Office of Sub- Registrar of Assurances**

- (i) As per the Search Reports dated 9<sup>th</sup> April, 2013 and 20<sup>th</sup> April, 2013 issued by Mr.

Ashish Jhaveri in respect of searches to be undertaken at the office of the Sub-Registrar of Assurances at Mumbai, Thane, Mira Road and Bhayander with respect to the Larger Land, there are 37 instruments registered in respect of the Larger Land, a list whereof is annexed hereto and marked as Annexure "D".

- (ii) Out of the 37 instruments listed in Annexure D, the documents as listed in Item Nos. 3, 5, 10, 11, 13, 23, 24, are not available and we are not aware of the contents of the same and not commenting on the same.
- (iii) The instruments at Item No. 1 to 13, 17-18 reflect mortgages created on Larger Land all of which have been subsequently re-conveyed as recorded in instruments at Item No. 1-13 17-18
- (iv) The instruments at Item No. 14 to 15, 19-21, 30-32, 34 reflect instrument executed by Money Magnum for handing over reservations
- (v) The instruments reflected at Item No. 22, 27 and 36 reflect the mortgage created in respect of the Larger Land in favour of IDBI Trusteeship Services Ltd, which has been re-conveyed and released subsequently vide Deed of Re-conveyance dated 16<sup>th</sup> January, 2012 and registered with the Sub-Registrar of Assurances under Serial No. TNN-5/454/ 2012
- (vi) The instruments reflected at Item No. 17, 26 and 35 reflect a mortgage created in respect of *inter alia* the Larger Land in favour of LIC Housing Finance Pvt. Ltd, which has been re-conveyed to National Dyes vide an Indenture of Reconveyance of Mortgaged Properties dated 24<sup>th</sup> April, 2008 and registered with the Office of Sub-Registrar of Assurances, Thane 2 at Serial No. 3886 of 2008
- (vii) The instrument at Item no. 28 is the mortgage created in favour of HDFC as detailed above
- (viii) The instruments reflected at Item Nos. 29 to 33 and 37 relate to the title of the Third land which has been detailed hereinabove.

**O. Search of the Registrar of Firms**

Money Magnum has been duly reconstituted vide Deed of Partnership dated 11<sup>th</sup> October, 2011 having the following Partners -

- (i) Kishor Nandlal Shah
- (ii) Vimal Kishor Shah
- (iii) Nimesh Kishor Shah

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- (iv) Mugdha Creation Private Limited
- (v) Tosha Meet Private Limited
- (vi) Money Magnum Nest Private Limited
- (vii) Terraform Manjil Private Limited

The details of the same are yet to be updated with the Registrar of Firms and the same should be undertaken

**P. Development Agreement**

- (i) By and under Development Agreement dated 12<sup>th</sup> August, 2013 executed between Money Magnum (therein referred to as the Owner of the One Part) and M/s. Vijay Associates Wadhwa (therein referred to as the Developer of the Other Part) and registered with the office of the Sub-Registrar of Assurances under Serial No. 5880 of 2013 Money Magnum has granted Vijay Associates Wadhwa, development rights to develop the said Land by the utilisation of the Owner's FSI (as defined therein) and the Developer's FSI (as defined therein) for the consideration and in the manner and subject to the terms and conditions as stated therein
- (ii) By and under Power of Attorney dated 12<sup>th</sup> August 2013 executed by Money Magnum (therein referred to as the Owner in favour of Vijay Associates Wadhwa and registered with the Sub-Registrar of Assurances under Serial No. 5945 of 2013, Money Magnum has granted powers in respect of development of the said Land unto partners of M/s. Vijay Associates Wadhwa in the manner as stated therein.
- (iii) By and under its Letter dated 26<sup>th</sup> July, 2013, HDFC has granted its no-objection to Money Magnum for grant of development rights upon M/s. Vijay Associates Wadhwa in the manner on the terms and conditions as stated therein ("HDFC NOC")

**Q. Conclusion**

Subject to what is stated hereinabove, we hereby certify that M/s. Vijay Associates Wadhwa has a clear and marketable title to the development rights of the said Land in accordance with the terms and conditions of the Development Agreement and subject to the following:-

- (i) The compliance of the terms and conditions of all the existing approvals and existing permissions for the development of the Larger Land and the obtainment of all the statutory approvals and permissions of the statutory authorities for the development of the said Land and the compliance of the terms and conditions thereof.
- (ii) The compliance of the terms and conditions of the said Grant in relation to the First Land and the Indenture of Right of Way dated 18<sup>th</sup> January, 1969.

- (iii) The compliance of the terms and conditions of the said ULC Orders;
- (iv) The mortgage created in favour of HDFC and the terms and conditions of HDFC NOC;
- (v) The allotments created by Money Magnum in respect of Building No. 14 to be constructed on the said Land and the pre-sales undertaken by Vijay Associates.

DATED THIS 28<sup>th</sup> DAY OF OCTOBER, 2013

For M/s. Wadia Ghandy & Co.

Partner

A handwritten signature in black ink, appearing to be 'Omehf' or similar, written over a horizontal line.



ANNEXURE "A"List of Deeds and Documents

1. Order dated 26<sup>th</sup> February, 1959 bearing reference no CB/LND/8051 passed by the Collector of Thane
2. Indenture of Right of Way dated 18<sup>th</sup> January 1969 executed between one M.V. Mazumdar, being the sole proprietor of National Dyes of the First Part and Kamla Gurcharandas of the Second Part and registered with the office of the Sub-Registrar of Assurances, Bombay at Serial No 321 of 1969
3. Letter dated 5<sup>th</sup> February, 1990, bearing reference no Revenue/Desk-1/T-7/NAP/SR, the Collector, Thane.
4. Letter dated 13<sup>th</sup> February, 2004, bearing reference no DCL/Thane/VSSY/2004 addressed by the Deputy Labour Commissioner (Thane) to National Dyes
5. Letter dated 21<sup>st</sup> February, 2004 bearing reference No JDI/MMR/MISC/Z-I/National Dyes/2004/3141 addressed by the Joint Director of Industries (MMR) to National Dyes
6. Letter dated 25<sup>th</sup> February, 2005 bearing reference no Revenue/Desk-1/T-7/NAP/SR-88/2004 addressed by the Collector (Thane) to National Dyes.
7. Writ Petition bearing No. 2856 of 2005 filed by (i) National Dyes and (ii) Kishor N. Shah before the Bombay High Court against (i) State of Maharashtra, (ii) The Collector Thane and (iii) Town Planning and Valuation Department
8. Orders dated 7<sup>th</sup> June, 2005 and 8<sup>th</sup> July, 2005 passed by the Bombay High Court in Writ Petition No. 2856 of 2005.
9. Order dated 11<sup>th</sup> January 2008 passed by the Hon'ble High Court disposing off Writ Petition No. 2856 of 2005.
10. Letter dated 16<sup>th</sup> August, 2007 bearing reference no Kra/Mahsool/K-1/T-1/Land/Vashi-37592 addressed to National Dyes
11. Letter dated 16<sup>th</sup> August, 2007 addressed by the Collector (Thane) to National Dyes staying the order passed by the Bombay High Court

12. Letter dated 15<sup>th</sup> March 2008 addressed by the Collector, Thane
13. Written Submissions dated 8<sup>th</sup> April, 2008 filed by National Dyes before the Hon'ble Minister Revenue and Forest.
14. Order dated 17<sup>th</sup> November, 2008 passed by the Revenue Minister State of Maharashtra under S. 258 of the Maharashtra Land Revenue Code, 1966.
15. Indenture of Sale dated 1<sup>st</sup> June, 1988 executed by and between (i) Jyoti Amrish Barkule, (ii) Shraddha Narain Vashist, (iii) Archana Anil Oturkar Nandlal Ramdas Gujral (Vendors therein), of the first part and Naraindas Chandandas Vashist (Purchaser therein) of the other part and registered with the Sub-Registrar of Assurances at Thane at serial no.4156 of 1988
16. Will dated 25th October, 1969 and two codicils in respect thereof, dated 16th July 1979 and 17th September, 1976 of Nandlal Ramdas Gujral
17. Order dated 18<sup>th</sup> August 1982 passed by the Court of the Extra Assistant Judge Thane granting probate for the Will of Nandlal Ramdas Gujral
18. Deed of Rectification dated 9<sup>th</sup> August, 1988 executed by and between (i) Jyoti Amrish Barkule, (ii) Shraddha Naraindas Vashist, (iii) Archana Anil Oturkar, (Vendors therein), of the first part, Shraddha Naraindas Vashist (the Confirming Party therein) of the second part and Naraindas Chandandas Vashist (Purchaser therein) of the third part.
19. Deed of Conveyance dated 30<sup>th</sup> November, 1988 executed by and between (i) Mrs Shraddha Naraindas Vashist, (ii) Naraindas Chandandas Vashist (therein referred to as Vendors) of the one part and (i) Kishore Nandlal Shah (ii) Dinesh Nandlal Shah, the then trustees of the D.K. Family Trust (therein referred to as the Purchasers) of the other part and registered under Serial No /TNN-1/7130 of 2006
20. Letter dated 26<sup>th</sup> December, 1988 addressed by Shraddha Narain Vashist and Naraindas C. Vashist to D.K. Family Trust.
21. Letter dated 6<sup>th</sup> May, 1998 addressed by Krishnakumar to (i) Jayshree Ramesh Vehta and (ii) Ramesh Anruttal Mehta
22. Deed of Conveyance dated 1<sup>st</sup> September, 2006 executed between D.K. Family Trust through its trustees, Kishor Shah and Vimal Shah (Vendors therein) of the one part and National Dyes (Purchasers therein) of the other part.

23. Irrevocable General Power of Attorney dated 1<sup>st</sup> September, 2006 executed by D.K. Family Trust, through its trustees (i) Kishor Nandlal Shah and (ii) Vimal Kishor Shah, appointing Nainesh Shah as its constituted attorney.
24. Administrative Power of Attorney dated 31<sup>st</sup> October, 2006 executed by D.K. Family Trust, through its trustees (i) Kishor Shah and (ii) Vimal Shah in favour of Nainesh Shah.
25. Deed of Confirmation dated 2<sup>nd</sup> May, 2008 executed by D.K. Family Trust through its trustees (i) Kishor Shah and (ii) Vimal Shah (Vendors therein) of the first part and National Dyes (Purchasers therein) of the other part and registered before the Sub-Registrar of Thane at Serial No. 3757 of 2008.
26. Deed of Confirmation dated 2<sup>nd</sup> May, 2008 executed by D.K. Family Trust, through its trustees (i) Kishor Shah and (ii) Vimal Shah, (Vendors therein) of the first part and National Dyes (Purchasers therein) of the other part and registered with the Sub- Registrar of Assurances at Thane under Serial No 3758 of 2008.
27. Deed of Conveyance dated 4<sup>th</sup> November, 1946 executed between Bhikchand Hansaji Sheth (therein referred to as the Seller) and Mrs. Manorama Subharao Tonsekar (therein referred to as the Purchaser) and registered at the Sub-registrar of Assurances, Thane at Serial No 773 of 1946.
28. General Power of Attorney dated 25<sup>th</sup> January 1995 executed by Manorama Tonsekar in favour of one Krishnakumar Gurunath Hemady.
29. Agreement for Development dated 19<sup>th</sup> May, 1998 executed between Manorama Tonsekar (through her Constituted Attorney, Krishnakumar) (therein referred to as the Owner) of the one part and (i) Jayshree Ramesh Mehta and (ii) Ramesh Amrutlal Mehta (therein referred to as the Developers) of the Second part.
30. Irrevocable General Power of Attorney dated "9<sup>th</sup> May 1998 executed by Manorama Tonsekar (through her Constituted Attorney, Krishnakumar) in favour of the said Mehtas.
31. Deed of Declaration dated 29<sup>th</sup> June, 2004 executed by the said Mehtas and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No 4794 of 2004.
32. Deed of Declaration dated 29<sup>th</sup> June, 2004 executed by the said Mehta's and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No. 4795 of 2004.

33. Deed of Declaration dated 17<sup>th</sup> November, 2004 executed by (i) Laxman Barku Patil, (ii) Yashwant Laxman Patil (iii) Sitaram Laxman Patil and registered with the Sub-Registrar of Assurances, Thane at Serial No 8217 of 2004.
34. Agreement for Sale cum Assignment cum Development dated 11<sup>th</sup> July, 2005 executed between the said Mehtas (therein referred to as the Vendors/Assignors) of the one part, and M/s National Dyes (therein referred to as the Purchasers/Assignees) of the other part and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No 5333 of 2005
35. Power of Attorney dated 11<sup>th</sup> July, 2005 executed by the said Mehtas in favour of (i) Vimal Shah (ii) Nimesh Shah (iii) Kishor Shah, partners of National Dyes and registered with the Sub-Registrar of Assurances under serial 590 of 2005
36. Declaration dated 11<sup>th</sup> July, 2005 executed by the said Mehtas.
37. Letter dated 30<sup>th</sup> December, 2005 addressed by the said Mehtas.
38. Deed of Conveyance dated 30<sup>th</sup> March, 2009 executed between Manoramabai Tonsekar (through her constituted attorney Mr. Kishor Shah) (therein referred to as the Vendor/Owner) and the said Mehtas (through their constituted attorney Mr. Kishor Shah) (therein referred to as the Confirming Party) and National Dyes (therein referred to as Purchaser) and registered with the Sub-Registrar of Assurances under serial no. 2578 of 2009
39. Development Agreement dated 12<sup>th</sup> August, 2013 executed between Money Magnum (therein referred to as the Owner of one part) and M/s Vijay Associates Wadhwa (therein referred to as the Developer of the other part) and registered with the Sub-Registrar of Assurances under serial no. 5880 of 2013
40. Power of Attorney dated 12<sup>th</sup> August, 2013 executed by Money Magnum (therein referred to as the Owner in favour of Vijay Associates Wadhwa and registered with the Sub-Registrar of Assurances under serial no. 5945 of 2013
41. 7/12 extracts and the corresponding Mutation Entries of the Larger Land.
42. NA Order dated 29<sup>th</sup> September 2004 bearing reference no. Revenue/D-1/T-1/NA/P/SR-88/2004 passed by the Collector, Thane in favour of National Dyes

43. NA Order dated 6<sup>th</sup> June, 2008 bearing reference no. Revenue/D-1/T-1/NAP/SR-176/07 passed by the Collector Thane in favour of National Dyes.
44. NA Order dated 19<sup>th</sup> May, 2007 bearing reference no. Revenue/D-1/T-1/NAP/SR-258/06, passed the Collector Thane in favour of National Dyes.
45. Development Plan Remark dated 5<sup>th</sup> July, 2013, issued by the Thane Municipal Corporation bearing reference no. Ref.No.T.M.C./TPD/1900 for the Larger Land
46. Order bearing reference no. ULC/TA/ATP/WSHS 20/S R - 1437 dated 25<sup>th</sup> June, 2004 passed by the Additional Collector and Competent Authority, Thane.
47. Order bearing reference no. ULC/TA/ATP/WSHS 20/S.R - 1647 dated 31<sup>st</sup> July, 2006 passed by the Additional Collector and Competent Authority, Thane
48. Order bearing reference no. ULC/TA/ATP/WSHS 20/S R - 1644 dated 31<sup>st</sup> July, 2006 passed by the Additional Collector and Competent Authority Thane
49. Letter dated 30<sup>th</sup> August, 2012 addressed by the Additional Collector and Competent Authority to National Dyes.
50. Letter dated 9<sup>th</sup> November, 2012 addressed by the Additional Collector and Competent Authority to National Dyes
51. Undertaking dated 19<sup>th</sup> September, 2009 executed by National Dyes.
52. Letter dated 14<sup>th</sup> June, 2013 addressed by the Architects of Money Magnum to TMC.
53. Deed of Simple Mortgage dated 4<sup>th</sup> February, 2012 executed by said Money Magnum and Housing and Development Finance Corporation Limited and registered with the Sub-Registrar of Assurances under serial no. 1083 of 2012
54. Letter dated 26<sup>th</sup> July, 2013 addressed by HDFC to Money Magnum.
55. Plan sanctioned by TMC dated 17<sup>th</sup> December, 2009.
56. Environmental Clearance bearing reference No SEAC-2010/CR 684/TC.2 dated 15<sup>th</sup> October, 2011 issued by the SEIAA to Money Magnum.

57. Writ Petition No. 346 of 2011 filed before the Bombay High Court by National Dyes against (i) State of Maharashtra, (ii) Deputy Collector and Competent Authority (ULC), (iii) Mumbai Metropolitan Regional Development Authority, (iv) Municipal Corporation of Thane, (v) Maharashtra Housing and Area Development Authority, *inter* challenging the circular dated 18<sup>th</sup> March, 2009 issued by the Government
58. Writ Petition No. 3887 of 2013 filed before the Bombay High Court by Money Magnum against (i) State of Maharashtra, (ii) Thane Municipal Corporation and (iii) the Commissioner Thane Municipal Corporation.
59. Order dated 21<sup>st</sup> August, 2013 passed by the Division Bench of the Bombay High Court in Writ Petition No. 3887 of 2013.
60. Order dated 21<sup>st</sup> August, 2013 passed by the Commissioner, TMC.
61. Order of the Collector dated 19<sup>th</sup> February, 1957 in favour of National Dyes.
62. ULC Order under section 8(4) of the ULC Act dated 22<sup>nd</sup> October, 2003
63. ULC Order under section 8(4) of the ULC Act dated 29<sup>th</sup> October, 2005
64. ULC Order under section 8(4) of the ULC Act dated 10<sup>th</sup> April, 2006
65. ULC Order under section 8(4) of the ULC Act dated 2<sup>nd</sup> September, 1988
66. MOEF Clearance dated 19<sup>th</sup> June, 2006
67. MOEF Clearance dated 2<sup>nd</sup> September, 2006
68. CFO NOC for Building Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17 and 18
69. OC dated 12/12/2007 for Building Nos. 1, 2, 4 and 5
70. OC dated 1/12/2008 for Building No. 6
71. OC dated 22/7/2009 for Building Nos. 7, 8 and 9
72. CC dated 17/12/2009 for Building Nos. 14, 15, 16 and 19
73. DP Remarks dated 16/12/2011

74. Deed of Re-conveyance dated 16/1/2012 executed between IDBI Trusteeship Services Ltd. and National Dyes.
75. Order dated 11/9/2012 passed by the Deputy Registrar of Co-operative Societies with respect to the formation of Society.
76. Sample Copies of the MOFA Agreement for sale of Phase I, II, III and IV
77. Letter dated 27<sup>th</sup> April 2013 addressed by Avadhut Chimalkar to Wadia Ghandy & Co with respect to the Public Notice dated 15<sup>th</sup> April 2013.
78. Provisional Letters of Allotment with respect to the Booking of Flats in Building Lilac.
79. Deeds of Declaration cum Indemnity with respect to the Booking of Flats in Building Lilac.
80. Declaration dated December, 2006 executed by Nainesh K. Shah bearing registration No. 6126 of 2006.
81. Declaration dated 16<sup>th</sup> May, 2007 executed by Nainesh K. Shah bearing registration No. 3730 of 2007.
82. Declaration dated 18<sup>th</sup> May, 2007 executed by Nainesh K. Shah bearing registration no. 3731 of 2007
83. Revised Term Sheet dated 24<sup>th</sup> January, 2013 executed by and between D.D. Associates and national Dyes
84. Writ Petition No. 4749 of 2005 filed before the Bombay High Court by National Dyes and Mr. Vimal Shah against (i) the State of Maharashtra (ii) the TMC (iii) M/s. Bayer India Ltd. and (iv) the Union of India
85. Order dated 8<sup>th</sup> September, 2005 passed in Writ Petition No. 4749 of 2005.
86. Letter dated 7<sup>th</sup> January, 2006 addressed by Mr. Vimal Shah on behalf of National Dyes to Mr. Niranjan Lapashiya of M/s. Niranjan & Co withdrawing Writ Petition. No. 4749 of 2005.
87. Order dated 9<sup>th</sup> January, 2006 passed by the Bombay High Court dismissing Writ Petition No. 4749 of 2005.
88. Letter dated 1<sup>st</sup> August, 2011 addressed to National Dyes by Purchasers of the Flats of Everest World as stated therein.

89. Letter dated 30<sup>th</sup> August, 2011 addressed by the Deputy Registrar Co-operative Societies to the Chief Promoter of Everest World Morning Glory Co-op Housing Society (Proposed).
90. Declaration dated 27<sup>th</sup> November, 2007 executed by National Dyes in favour of TMC bearing registration no. 8572 of 2007.
91. Partnership Deed dated 11<sup>th</sup> October, 2011
92. Application dated 17/10/2011 made by Money Magnum for availing Construction Finance from HDFC Ltd.
93. Master Facility Agreement dated 26/12/2011 executed between Money Magnum and HDFC.
94. Property Tax Bills for the year 2012-2013 for Building Nos. 1,2, 4, 5, 6,7,8, 9, 10,11.
95. Applications made by Building Juniper, Tulip and Mayflower before the Deputy Registrar, Co-Op Housing Societies.
96. Direction Application Number 242/2012 vide Section 10 (1) of Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 dated 11<sup>th</sup> September 2012 filed before the office of District Sub Registrar, Co-operative Societies, Thane between Shri Vishal S. Bhanushali, Chief Promoter, Proposed Everest World Morning Glory Co-op. Hsg. Soc. Ltd. V/s M/s. National Dyes.





Annexure "B"List of Original Title Documents deposited with HDFC

1. Agreement for Sale cum Assignment cum Development dated 11<sup>th</sup> July, 2005 executed between 11<sup>th</sup> July 2005 executed between Jayshree Ramesh Mehta and Ramesh A Mehta of the One Part and M/s National Dyes (therein referred to as the Purchasers) of the Other Part and registered at the office of the Sub-Registrar of Assurances, Thane at Serial No 5333 of 2005
2. Power of Attorney dated 11<sup>th</sup> July, 2005 executed by Jayshree Ramesh Mehta and Ramesh A Mehta in favour of (i) Vimal Shah (ii) Nimesh Shah (iii) Kishor Shah, partners of National Dyes and registered with the Sub-Registrar of Assurances under serial 590 of 2005
3. Deed of Conveyance dated 30<sup>th</sup> November, 1988 executed between 1988 executed between (i) Mrs. Shraddha Naraindas Vashist; (ii) Naraindas Chandandas Vashist of the One Part and (i) Kishore Nandlal Shah (ii) Dinesh Nandlal Shah, the then trustees of the D.K Family Trust of the Other Part and registered under Serial No./TNN-1/7130 of 2005.
4. Deed of Confirmation dated 2nd May, 2008 executed by D K Family Trust, through its trustees (i) Kishor Shah and (ii) Vimal Shah of the First Part and National Dyes of the Other Part and registered before the Sub-Registrar of Thane at Serial No. 3757 of 2008
5. By and under a Deed of Confirmation dated 2nd May, 2008 executed by D K Family Trust, through its trustees (i) Kishor Shah and (ii) Vimal Shah of the first part and National Dyes of the Other Part and registered with the Sub- Registrar of Assurances at Thane under Serial No 3758 of 2008

List of Original Title Documents inspected at the office of Vijay Associates, Wadhwa

1. Development Agreement dated 12<sup>th</sup> August, 2013 executed between Money Magnum and M/s. Vijay Associates Wadhwa and registered with the office of the Sub-Registrar of Assurances, Thane under Serial No 5880 of 2013.
2. Power of Attorney dated 12<sup>th</sup> August, 2013 executed by Money Magnum in favour of Vijay Associates Wadhwa and registered with the Sub-Registrar of Assurances under Serial No 5945 of 2013



ANNEXURE "C"

SR. No.	Survey No.	Area (square meters)	Type of holding	Holder	Remark
<b><u>Village Dhokali</u></b>					
<b><u>First Land</u></b>					
1.	37/1	1100		TMC	40 meter wide road
2.	37/2	170		TMC	MRIS
3.	37/3	250		TMC	Hospital
4.	37/4	2740	Occupant Class II	M/s. National Dyes	
5.	37/5	3660	Occupant Class II	M/s. National Dyes	
6.	37/6	1100		TMC	30 meter wide road
7.	37/7	720	Occupant Class II	M/s. National Dyes	
8.	37/8	16,764		TMC	40 meters wide road
9.	37/9	3540		TMC	Amenity Space
10.	37/10	41580	Occupant Class II	M/s. National Dyes	ULC Remark
11.	37/11	11890	Occupant Class II	M/s. National Dyes	
12.	37/12	30		TMC	Road
13.	37/13	870		TMC	Road
14.	38/1	3240	Occupant Class II	M/s. National Dyes	ULC Remark
15.	38/2	960		TMC	Road
<b><u>Second Land</u></b>					
16.	36/1	710		Narayandas Chandandas Vashisht	
17.	36/2A	630		Narayandas Chandandas Vashisht	
18.	36/2B	614		Shreddha Narayan Vashisht	
<b><u>Third Land</u></b>					
19.	10/2	1310		M/s. National Dyes	
20.	27/2A	1280		M/s. National Dyes	
21.	27/B	770		TMC	Road

ANNEXURE "D"

(List of the Documents as reflected in the Search Report of First Land)

Sr.No.	Date	Particulars of registered documents
1.	12-02-1959	Deed of Mortgage registered under Sr. No. 3347/1959 of 1961 by Meghashyam Vitthalrao Majumdar to Sulochana Ramanlal Mashruwalla & Anr. [Schedule - Land With Structure Survey Nos. 283/A & 283/B, admeasuring 20 Acres - 2 Gunthas & admeasuring 1 Acre - 2 Gunthas, admeasuring 30755.5 sq. yds.]
2.	24-08-1960	Deed of Re-conveyance registered under Sr. No. 6510/1060 of 1961 by Sulochana Ramanlal Mashruwalla & Anr. to Meghashyam Vitthalrao Majumdar [Schedule:- Survey Nos. 283/A & 283/B, admeasuring 20 Acres - 2 Gunthas admeasuring 1 Acres - 2 Gunthas admeasuring 30755.5 sq. yds.]
3.	24-08-1960	Deed of Mortgage registered under Sr. No. 9745/1964 of 1962 by Meghashyam Vitthalrao Majumdar to New Era Agencies Pvt. Ltd. [Schedule:- Survey No. 283/A & 283/B, admeasuring 20 Acres - 2 Gunthas, 1 Acre - 2 Gunthas i.e. 102124 sq. yds.]
4.	15-03-1962	Transfer of Mortgage & Further Deed registered under Sr. No. 1813/1961 of 1962 by Ravindra Mulraj (Director) & Ors. to K C A Pvt Ltd. [Schedule:- Land - Survey Nos. 283/A & 283/B, admeasuring 20 Acres - 2 Gunthas]
5.	18-12-1960	Deed of Mortgage registered under Sr. No. 9868/1960 of 1963 by Meghashyam Vitthalrao Majumdar to Ghanshyamdas K. Chabria & Ors. [Schedule:- Piece of Land:- Survey Nos. 283/A & 283/B admeasuring 30755 sq. yds.]
6.	12-09-1963	Deed of Re-conveyance registered under Sr. No. 2637/1963 of 1964 by Lakhmichand Jethanand Menda & Ors. to Meghashyam Vitthalrao Majumdar. [Schedule:- Land & Structures: Survey Nos. 283/A & 283/B, admeasuring 20 Acres - 2 Gunthas & admeasuring 1 Acre - 2 Gunthas i.e. 102124 sq. yds.]

Sr.No.	Date	Particulars of registered documents
7.	12-09-1963	Transfer of Mortgage & Further Charge registered under Sr. No. 2636/1963 of 1966 by K C A Pvt. Ltd. & Anr. To Indochem Ltd. [Schedule:- Land & Structure: Survey Nos. 283/A & 283/B, admeasuring 102124 sq. yds.]
8.	29-09-1966	Deed of Re-conveyance registered under Sr. No. 3596/1966 of 1968 by Indochem Pvt. Ltd. to Meghashyam Vitthalrao Majumdar. [Schedule:- Land: Survey Nos. 283/A & 283/B admeasuring 102124 sq. yds.]
9.	29-09-1966	Deed of Mortgage & General Power of Attorney registered under Sr No 3597/1966 of 1970 by Meghashyam Vitthalrao Majumdar to the Saraswat Co-op Bank Ltd [Schedule:- Land: Survey Nos. 283/A & 283/B admeasuring 102124 sq. yds.]
10.	29-04-1970	Further Charge registered under Sr No. 2014/1970 of 1970 by Meghashyam Vitthalrao Majumdar to The Saraswat Co-op. Bank Ltd. [Schedule:- Land: Survey Nos. 283/A & 283/B admeasuring 85375.66 sq. yds.]
11.	15-01-1976	Transfer of Mortgage registered under Sr No. R/490/1976 of 1978 by Saraswat Co-op. Bank Ltd. & Ors to State Bank of India. [Schedule:- Land & Structures: Survey Nos. 283/A & 283/B admeasuring 85383 sq. yds.]
12.	08-09-2004	Deed of Re-conveyance registered under Sr. No. TNN-5/6735/2004 of 2004 by Makrand Purshottam Deshpande - Chief Manager (D B D.) of State Bank of India to M/s. National Dyes. [Schedule:- Old Survey Nos. 283/A & 283/B, Total admeasuring 85389 sq. mts.]
13.	06-09-2004	Deed of Mortgage registered under Sr. No. TNN-5/6821/2004 of 2004 by Vimal Kishor Shah - Partner of M/s. National Dyes & Anr to Mahendra Mahajan - Chief Manager of ICICI Bank Ltd [Schedule:- Old Survey Nos 283/A & 283/B, Total admeasuring 85389 sq. mts.]

Sr.No.	Date	Particulars of registered documents
14.	17-01-2005	<p>Deed of Declaration registered under Sr. No TNN-5/429/2005 of 2005 by Nadim Khatri through Nainesh Shah – Partner of M/s National Dyes.</p> <p>[Schedule:- Old Survey Nos. 283/A &amp; 283/B, New Survey Nos. 37 &amp; 38, admeasuring 1635 sq. mts. of village Dhokali, out of total area handed over to T M C for Amenities Space.]</p>
15.	28-01-2005	<p>Deed of Declaration registered under Sr. No TNN-5/873/2005 of 2005 by Dilip Palkar C/A for Nainesh Shah – Partner of M/s. National Dyes</p> <p>[Schedule:- Old Survey Nos. 283/A &amp; 283/B, New Survey Nos. 37 &amp; 38, Total admeasuring 85300 sq. mts. out of an area admeasuring 4922.69 sq. mts. for 40 mts. Wide Road, an area admeasuring 9816.09 sq. mts. for 40 mts. Wide D.P. Road, an area admeasuring 5708.52 sq. mts. for 30 mts. Wide D.P. Road, Total admeasuring 20247.30 sq. mts. passing through above mentioned property handed over to T.M.C.]</p>
16.	22-12-2006	<p>Deed of Declaration registered under Sr. No. TNN-1/6126/2006 of 2006 by Anil R. Walwankar C/A for Nainesh K. Shah – Partner of M/s. National Dyes</p> <p>[Schedule:- Village Dhokali – Survey Nos. 37/A (Old Survey No. 283/A) &amp; Survey Nos. 38/A (Old Survey No. 283/B), admeasuring 1341.81 sq. mts. for D.P. Road, out of total area admeasuring 90607.52 sq. mts. of Old Survey Nos. 283/A, 283/B, 146/1, 2 (part), 147/2 &amp; 163/2 of Village Balkum.</p>
17.	04-12-2006	<p>Deed of Mortgage registered under Sr. No TNN-2/8713/2006 of 2006 by Kishor N. Shah – Partner of Everest Construction Company &amp;Ors. to S.A.R. Murti – Area Manager of M/s. L.I.C. Housing Finance Pvt. Ltd.</p> <p>[Schedule:</p> <ol style="list-style-type: none"> <li>1 Land &amp; Construction - Old Survey No. 283/A, 283/B, New Survey No. 37 &amp; 38 admeasuring 21 Acre – 4 Gunthas i.e. 85,300 sq. mts. of village Dhokali</li> <li>2 Survey No. 146, Hissa No. 1 &amp; 2 admeasuring 2329.25 sq. yds. 1947.53 sq. mts. of village Dhokali</li> <li>3. Survey No. 147, Hissa No.2 admeasuring 1310 sq. mts. Survey No. 163/2 admeasuring 2050 sq. yds. Total admeasuring 3360 sq. mts. of village Dhokali</li> <li>4 Village Gundavali, Taluka Andhari, Survey No.29/5 admeasuring 502 sq. mts.</li> <li>5. Village Chembur, CTS No. 1017 &amp; 1017/1, Plot No. 157 S. S.2 admeasuring 502 sq. mts. Everest Plaza Basement, Ground admeasuring 8668 sq. mts.</li> <li>6. Village Vile Parle, Final Plot No. 217, O.P. No. 2258, City Survey No. 1361, 1361/1 &amp; 2, TPS 2, Everest Swear</li> </ol>

Sr.No.	Date	Particulars of registered documents
		Building, Basement, Ground & 1 <sup>st</sup> Floor, admeasuring 4990 sq. ft.]
18.	02-11-2006	Deed of Re-conveyance of Mortgage registered under Sr No. TNN-5/7029/2006 of 2006 by Mahendra Mahajan – authorized signatory of ICICI Bank Ltd to Nainesh Kishor Shah – Partner of M/s. National Dyes [Schedule:- Old Survey Nos. 283/A & 283/B, New Survey No. 37 & 38, admeasuring 85389 sq. mts.]
19.	18-05-2007	Deed of Declaration registered under Sr No. TNN-2/3730 /2007 of 2007 by Ketan Solanki – C/A for Nainesh K. Shah – Partner of M/s. National Dyes. [Schedule:- Survey No. 37/A, Total admeasuring 2- Acre – 2 Gunthas, in respect of an area admeasuring 173 sq. mts. for M.R.T.C. handed over to T.M.C.]
20.	18-05-2007	Deed of Declaration registered under Sr. No TNN-2/3731/2007 of 2007 by Ketan Solanki C/A for Nainesh K. Shah – Partner of M/s. National Dyes. [Schedule:- Survey No. 37/A, Total admeasuring 20 Acre – 2 Gunthas, in respect of an area admeasuring 251.75 sq. mts. for Reserved Hospital handed over to T.M.C.]
21.	27-11-2007	Deed of Declaration registered under Sr. No TNN-2/8572/2007 of 2007 by Ketan K. Solanki C/A for Nainesh K. Shah – Partner of M/s. National Dyes to T.M.C [Schedule:- Survey No. 37/A, Total admeasuring 3540.69 sq. mts. out of 20 Acre – 2 Gunthas, in respect of Open Space Amenity handed over to T.M.C.]
22.	12-03-2009	Deed of Mortgage registered under Sr No. TNN-5/2026/2009 of 2009 by Kishor Nandlal Shah – Partner of M/s. National Dyes to Swati Borkar – Manager of IOBI Trusteeship Services Ltd Security Trustee [Schedule:- I) Everest World Phase-2, Building Nos. 14, 15, 16, 17 & 18. Mall & Club House, Survey Nos. 283/A & 283/B, New Survey No. 37 & 38 of village Dhokali, admeasuring 85300 sq. mts. II) Old Survey No. 146/1 & 2 (Part), New Survey No. 36/1, 36/2A, 36/2B admeasuring 1947.53 sq. mts. III) Old Survey No. 147/2 & 163/2. New Survey No. 10/2, 27/2 admeasuring 3360 sq mts.]

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## (List of the Documents as reflected in the Search Report of Second Land)

Sr.No.	Date	Particulars of registered documents
23.	12-12-1946	Deed of Conveyance registered under Sr. No. 877/581-254 of 1946 by Janya Madhu Patil to Nandlal Ramdas Gujaral [Schedule:- Survey No. 146/1 0 Acre – 7 Gunthas]
24.	12-12-1946	Deed of Conveyance registered under Sr. No. 876/1946 of 1946 by Baku Podya Patil to Nandlal Ramdas Gujaral [Schedule:- Survey No. 146/2 admeasuring 0 Acres – 11½ Gunthas Pot kharaba:- 0 Acres – ½ Gunthas]
25.	22-12-2006	Deed of Declaration registered under Sr. No. TNN-1/6126/2006 of 2006 by Anil R. Walwankar C/A for Nainesh K. Shah – Partner of M/s. National Dyes [Schedule:- Survey No. 37/A & 163/2, Village Dhokali, Survey No. 37/A, (Old Survey No. 283/A), Survey No. 38/A, Old Survey Nos. 23/B, 146/1, 146/2 (Part), 146/2 (Part), 147/2, 163/2, Total admeasuring 90607.52 sq. mts. Survey No. 37/A. Old Survey Nos. 203/A & 163/2. Total admeasuring 1341.81 sq mts. for D.P. Road]
26.	04-12-2006	Deed of Mortgage registered under Sr. No. TNN-2/8713/2006 of 2006 by Kishor N. Shah – Partner of Everest Construction Company & Ors. to S.A.R. Murti – Area Manager of M/s. L.I.C. Housing Finance Pvt. Ltd. [Schedule:- 1. Land & Construction:- Old Survey No. 283/A, 283/B, New Survey No. 37 & 38 admeasuring 21 Acre – 4 Gunthas i.e. 85,300 sq. mts. of village Dhokali 2. Survey No. 146, Hissa No. 1 & 2 admeasuring 2329.25 sq. yds 1947.53 sq mts. of village Dhokali 3. Survey No. 147, Hissa No.2 admeasuring 1310 sq. mts., Survey No. 163/2 admeasuring 2050 sq. yds. Total admeasuring 3360 sq. mts. of village Dhokali 4. Village Gundavali, Taluka Andheri, Survey No.29/5 admeasuring 502 sq. mts. 5. Village Chambur, CTS No. 1017 & 1017/1, Plot No. 157, S. S.2, admeasuring 502 sq. mts Everest Plaza Basement, Ground admeasuring 8668 sq. fts.]
27.	12-03-2009	Deed of Mortgage registered under Sr. No. TNN-5/2026/2009 of 2009 by Kishor Nandlal Shah – Partner of M/s. National Dyes to Swati Borkar – Manager of I.D.B.I. Trusteeship Services Ltd. Security Trustee. [Schedule:- 1) Everest World Phase-2, Building Nos. 14, 15, 16, 17 &

Sr.No.	Date	Particulars of registered documents
		<p>18. Mall &amp; Club House, Survey Nos. 283/A &amp; 283/B, New Survey No. 37 &amp; 38 of village Dhokali, admeasuring 85300 sq. mts.</p> <p>II) Old Survey No 146/1 &amp; 2 (Part), New Survey No. 36/1, 36/2A, 36/2B admeasuring 1947.53 sq mts</p> <p>III) Old Survey No. 147/2 &amp; 163/2, New Survey No. 10/2, 27/2 admeasuring 3360 sq. mts.]</p>
28.	04-02-2012	<p>Deed of Mortgage registered under Sr. No. TNN-5/1083/2012 of 2012 by M/s. Terraform Manzil Pvt. Ltd through Director - Vimal Shah &amp; Ors. to Housing Development Finance Corporation Ltd. through authorized signatory - Santosh Chaudhary.</p> <p>[Schedule:-</p> <p>I) All Flats &amp; Industrial Galas in Building Nos. 14, 15, 16, 19 to 22 and all other Proposed Constructions thereon, Old Survey No. 283/A &amp; B, New Survey No. 37/A &amp; 38/A admeasuring 85300 sq. mts.</p> <p>II) Old Survey Nos. 146/1, 2 (Part), 2 (Part), New Survey No. 36/1, 2-A &amp; 2-B admeasuring 1947.53 sq. mts</p> <p>III) Old Survey Nos. 163/2, 147/2, New Survey No. 27/2, 10/2 admeasuring 3360 sq. mts.</p>

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## (List of the Documents as reflected in the Search Report of Third Land)

Sr.No.	Date	Particulars of registered documents
29.	04-11-1946	Deed of Conveyance registered under Sr. No. 773/1946 of 1946 by Bhikchand Hansaji Sheth to Manoramabal Sabarao Tonsekar [Schedule:- Survey Nos. 135/2, 147/2, 159/3, 161/0, 162/0, 163/2, 164 & 167/4 admeasuring 7 Acre – 5½ Gunthas]
30.	29-06-2004	Deed of Declaration registered under Sr. No. TNN-5/4794/2004 of 2004 by Ramesh Amrutlal Mehta & Anr. to M/s National Dyes [Schedule:- Survey Nos. 147/2 & 163/2 admeasuring 3360 sq. mts.]
31.	29-06-2004	Deed of Declaration registered under Sr. No. TNN-5/4795/2004 of 2004 by Ramesh Amrutlal Mehta & Anr. to M/s. National Dyes [Schedule:- Survey Nos. 147/2 & 163/2 admeasuring 3360 sq. mts.]
32.	17-11-2004	Deed of Declaration registered under Sr. No. TNN-5/8217/2004 of 2004 by Lakshman Barkya Patil & Ors [Schedule:- Survey Nos. 147/2 & 163/2 admeasuring 3360 sq. mts.]
33.	11-07-2005	Deed of Agreement registered under Sr. No. TNN-5/5333/2005 of 2005 by Jayashree Ramesh Mehta & Anr. to Vimal K. Shah – Partner of M/s National Dyes [Schedule:- Sheet No.4, Survey Nos. 147/2 & 163/2 total admeasuring 3360 sq. mts.]
34.	22-12-2006	Deed of Declaration registered under Sr. No. TNN-1/8126/2006 of 2006 by Anil R. Walwankar C/A for Narnesh K. Shah – Partner of M/s National Dyes [Schedule:- Survey Nos. 37/A & 163/2, Village Dhokali, Survey No. 37/A. (Old Survey No. 283/A), Survey No. 38/A, Old Survey Nos. 23/B, 146/1, 146/2 (Part), 146/2 (Part), 147/2, 163/2, Total admeasuring 90607.52 sq. mts., Survey No. 37/A, Old Survey Nos. 382/A & 163/2, Total admeasuring 1341 81 sq. mts. for D.P. Road]
35.	04-12-2006	Deed of Mortgage registered under Sr. No. TNN-2/8713/2006 of 2006 by Kishor N. Shah – Partner of Everest Construction Company to S.A.R. Murti – Area Manager of

Sr.No.	Date	Particulars of registered documents
		<p>M/s. L.I.C Housing Finance Pvt Ltd</p> <p>[Schedule:-</p> <ol style="list-style-type: none"> <li>1. Land &amp; Construction:- Old Survey No. 283/A, 283/B, New Survey No. 37 &amp; 38 admeasuring 21 Acre – 4 Gunthas i.e. 85300 sq. mts. of village Dhokali</li> <li>2. Survey No. 146, Hissa No. 1 &amp; 2 admeasuring 2329.25 sq. yds. 1947.53 sq. mts. of village Dhokali</li> <li>3. Survey No. 147, Hissa No.2 admeasuring 1310 sq. mts., Survey No. 163/2 admeasuring 2050 sq. yds. Total admeasuring 3360 sq. mts. of village Dhokali</li> <li>4. Village Gundavali, Taluka Andheri, Survey No 29/5 admeasuring 502 sq. mts.</li> <li>5. Village Chambur, CTS No. 1017 &amp; 1017/1, Plot No. 157, S. S.2, admeasuring 502 sq. mts. Everest Plaza Basement. Ground admeasuring 8668 sq. fts ]</li> </ol>
36.	12-03-2009	<p>Deed of Mortgage registered under Sr. No. TNN-5/2026/2009 of 2009 by Kishor Nandlal Shah – Partner of M/s. National Dyes to Swati Borkar – Manager of I.D.B.I. Trusteeship Services Ltd Security Trustee</p> <p>[Schedule:-</p> <ol style="list-style-type: none"> <li>I) Everest World Phase-2, Building Nos. 14, 15, 16, 17 &amp; 18, Mall &amp; Club House, Survey Nos. 283/A &amp; 283/B, New Survey No. 37 &amp; 38 of village Dhokali, admeasuring 85300 sq. mts</li> <li>II) Old Survey No. 146/1 &amp; 2 (Part), New Survey No. 36/1, 36/2A, 36/2B admeasuring 1947.53 sq. mts.</li> <li>III) Old Survey No. 147/2 &amp; 163/2, New Survey No. 10/2, 27/2 admeasuring 3360 sq. mts ]</li> </ol>
37.	30-03-2009	<p>Deed of Transfer / Conveyance registered under Sr. No. TNN-5/2578/2009 of 2009 by Kishor N. Shah – C/A for Manoramabai Subbarao Tonsekar &amp;Anr. to Kishor N. Shah – Partner of M/s. National Dyes.</p> <p>[Schedule:- Survey Nos. 147/2 &amp; 163/2 admeasuring 3360 sq. mts. in respect of bearing Document No. 5333/2005.]</p>

