

Bankimchandra P. Khona  
Ms. Zarana Khona Ahmed

Law Firm of Khonas  
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date :

B/5065/TC02 /2012

**TO WHOMSOEVER IT MAY CONCERN**

**TITLE CERTIFICATE**

1. Our client M/s. Omkar Realtors & Developers Private Limited having their office at Omkar House, Off Eastern Express Highway, Opp. Sion Chunabhatti Junction, Sion (East), Mumbai – 400 022 (hereinafter referred to as "the said Omkar ") have Purchased various properties more particularly described Firstly, Secondly, Thirdly, Fourthly, Fifthly and Sixthly in the First Schedule hereunder written and hereinafter referred to as "the said property" by various Deeds of Conveyance as stated down:

(i) Deed of Conveyance dated 15<sup>th</sup> June, 2007 executed between the legal heirs of Janu Bhoye (Deceased) and said Omkar and registered with the Office of Sub-Registrar Borivali - 6 under Sr. no. BDR12-4652-2007 for the land more particularly described in Secondly in the First Schedule hereunder written.

(ii) Deed of Conveyance dated 22<sup>nd</sup> October, 2010 executed between Sitaram Sukhtankar and the said Omkar and registered with the office of Sub-Registrar Borivali – 6 under Sr. no. BDR-12-09866-2006 for the land more particularly described in Fourthly in the First Schedule hereunder written.

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(iii) Deed of Conveyance dated 5<sup>th</sup> October, 2007 executed between Malkani Dev. Pvt. Ltd. and the said Omkar and registered with the Office of sub-Registrar Borivali - 4 under Sr. no. BDR-10-07230-2007 for the land more particularly described Firstly in the First Schedule hereunder written...

(iv) Deed of Conveyance dated 10<sup>th</sup> May 2010 executed between F. E. Dinshaw Trust, Haroon Malkani and the said Omkar and registered with the Office of the Sub-Registrar Borivali - 6. Under Sr. no. BDR-12-5032-2010 on 17th May, 2010 for the land more particularly described in Thirdly in the First Schedule hereunder written.

(v) Deed of Conveyance dated 19<sup>th</sup> January, 2008 between Arun Mhatre & 3 Ors. and the said Omkar and registered with the office of Sub-Registrar Borivali - 1 under Sr. no. BDR-2-01421-2008 on 20th February, 2008 for the land more particularly described in Fifthly in the First Schedule hereunder written;

(vi) Deed of Conveyance dated 26<sup>th</sup> June, 2008 executed between Ramesh Mhate & 2 Ors. and the said Omkar and registered with the Office of the Sub-Registrar, Borivali - 6 under Sr. no. BDR-12-05066-2008 on 26th June, 2008 for

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the land more particularly described in Fifthly in the First Schedule hereunder written.

(vii) Deed of Conveyance dated 4<sup>th</sup> June, 2010 executed between Ramesh Moreshwar Patil & 11 Ors, M/s. Alka Construction Co. and the said Omkar and registered with the office of the Sub-Registrar Borivali-6 under Sr. no. BDR-12-05651-2010 for the land more particularly described in Sixthly in the First Schedule hereunder written;

(viii) Deed of Conveyance dated 22<sup>nd</sup> March, 2011 executed between Sara Anikat Patil and Alka construction Co. & Said Omkar registered with the office of the Sub-Registrar Borivali – 6 under Sr. no. BDR-12-02352-2011 for the land more particularly described in Sixthly in the First Schedule hereunder written ;

(ix) Deed of Conveyance dated 22<sup>nd</sup> March, 2011 executed between Aadit Anirudha Patil ,M/s. Alka construction Co. and the said Omkar and registered with the office of the Sub-Registrar Borivali – 6 under Sr. no. BDR-12-02353-2011 for the land more particularly described in Sixthly in the First Schedule hereunder written ;

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By all the above mentioned Deeds of Conveyance the said Omkar became the owner of the said property .

2. The property bearing CTS No. 821 (part) admeasuring 5987.60 square meters and more particularly described in the Second Schedule hereunder written is owned by and belongs to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM"). The same is included in the scheme of Redevelopment to carry redevelopment of the property more particularly described in the First Schedule hereunder written.
3. The property bearing CTS No. 825 (Part) admeasuring 7,111 square meters and more particularly described in the **Third Schedule** hereunder written is owned by and belongs to the Maharashtra Government. The same is included in the scheme of Redevelopment to carry redevelopment of the property more particularly described in the First Schedule hereunder written.
4. The properties more particularly described in the First Schedule, Second Schedule and Third Schedule are hereinafter collectively referred to as "**the said properties**".

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5. By Indenture of Mortgage-Cum-Charge dated 23rd September,2010 executed between the said Omkar and Allahabad Bank , the said Omkar has created a charge on the right, interest & title on the free sale area constructed/proposed to be constructed thereon together with notionally divided free sale plot 27,059 sq. mtrs. Or thereabouts or such free sale plot as may be earmarked on the total plot of 49,983 sq. meters of the said . property for securing repayment of Mortgage Debt to the tune of Rs.160Crores ( Rupees One Hundred Sixty Crores Only) & on the terms and conditions set out in the said Mortgage. The said Mortgage is duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No.BDR16/9975/2010.
  
6. By a "Deed of Accession" dated 6th October,2010 to the aforesated Deed of Mortgage -cum-Charge dated 23rd September,2010 executed between the said Omkar and the Oriental Bank of Commerce, the said Oriental Bank of Commerce, has granted a loan of Rs.138 Crores(Rupees One Hundred and Thirty Eight Crores Only to the said Omkar, aggregating to total loan of Rs.298 Crores(Rupees Two Hundred and Ninety Eight Crores Only ).

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7. We have not seen any Title Deeds related to ownership of MCGM And Maharashtra Government. Their names appear on the respective Property Register Card / Revenue Record as owners.
8. From time to time we have caused searches to be taken of the said properties in relevant Sub Registry. Our search clerk has informed us that the records of the said Malad (E) Division is either partly or completely in torned condition at Bandra S.R.Office : for the year 1962 to 1965, 1968,1971 to 1976,1977 to 1981 and from 1983 to 1996. 2) At Bombay S.R.Office fro the year 1963 to 1965,1971 to 1976, 1977 to 1981 and from 1983 to 1995.
9. Mr. Gaurav V. Gupta, Director of the said Omkar , has made and executed Declaration Cum Indemnity dated 7th April,2012 regarding Omkar's Title to the said properties.
10. The Public Notice was inserted in Free Press Journal ( English Daily Newspaper) dated 22<sup>nd</sup> October,2008 and Nav Shakti ( Marathi Daily Newspaper ) also dated 22<sup>nd</sup> October,2008 inviting claims and objections. Pursuant to the said Notices one objection was received from M/s. Deserve Infrastructure Pvt. Ltd. dated 20<sup>th</sup> November,2008 stating that Two Agreements dated 12<sup>th</sup> January,2007 and 15<sup>th</sup>

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March,2007 respectively read with Addendums thereto and other documents executed between the said Omkar and M/s. Deserve Infrastructure Pvt. Ltd. in respect of distribution of the constructed area and other benefits in the projects undertaken on the said properties and payment of consideration by the said Omkar to M/s. Deserve Infrastructure Pvt. Ltd are still valid, subsisting and binding.

11. The Public Notice was inserted in Free Press Journal ( English Daily Newspaper) dated 14th April, 2010 and Nav Shakti ( Marathi Daily Newspaper ) also dated 14th April, 2010 inviting claims and objections. Pursuant to the said Notices one objection was received from United Christian Community Centre dated 5th July, 2010. The said objection was not with regard to title of the Municipal Corporation of Greater Mumbai to the property more particularly mentioned in the Second schedule hereunder written. It was with regard to the user of the said plot. Our client's representative had a meeting with five Office Bearers of the said United Christian Community Centre. In the said meeting our client produced to the said office bearers 7/12 Entry of Record, Mutation Entry No. 1588 and Resolution No. 1546 dated 24th February, 1977 of the Standing Committee of the Municipal Corporation of Greater Mumbai and the same was recorded by our letter dated 2nd July, 2010 addressed to the United Christian Community Centre. Our clients have also produced to us letter dated 18th August, 2010 of the Municipal

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Corporation of Greater Mumbai addressed to Shri Rajendra R. Gurav. The said letter reads as under:-

" That approval be given, under section 437 of the BMC Act, read with Rule No. 7 ( xiv ) of the Development Control Rules for Greater Bombay to cemetery for Hindus, being established on the plot of land measuring 5,987.6 sq. mtrs. in S.No. 282 , Kurar, Malad ( East ) as proposed".

12. After inserting public notices in Free Press Journal ( English language ) dated 22/04/2011 and Nav Shakti ( Marathi language ) dated 22/04/2011. Objection and claim from Smt. Shashikala Sakharam Keni was received . She has sent her letter dated 30th April, 2011 to us in Marathi language. However, one Mr. Parshuram Khanderao Patil brother of said Ms. Shashikala S. Keni (daughter of Khanderao Gopal Patil) has made a Declaration dated 4th June, 2010, wherein he has stated that the property more particularly described in Sixthly in the First Schedule hereunder written belongs to Mr. Moreshwar Gopal Patil's family and not to Mr. Khanderao Gopal Patil's family.
13. Subject to aforesaid Mortgages, Charges, and subject to no adverse document being found to be registered in the years when the records of the Sub-Registrar

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are torn or partly torn or are not available and subject to aforesaid Objections and claims , we certify that the title of M/s. Omkar Realtors & Developers Private Limited to the properties more particularly described in the First Schedule hereunder written is clear, marketable and free from encumbrances.

14. By Development Agreement dated 30<sup>th</sup> November,2011 executed between the said Omkar and M/s. ERA Realtors Private Limited(hereinafter referred to as "the said ERA") registered with the Sub-Registrar of Borivali-7 ,Mumbai bearing serial no. BDR/1275/2012 with respect to the full and exclusive development rights with respect to the Free Sale Land admeasuring approximately 19,253.46square meters and more particularly described in the **Fourth Schedule** hereunder written and which is hereinafter called the said Free Sale Land.
  
15. Under the said Development Agreement dated 30<sup>th</sup> November 2011, the said Omkar has assigned and granted unto and in favour of the said ERA , the full, free, unrestricted, uninterrupted, and exclusive development rights with respect to the Free Sale Land being a portion of the said property which portion admeasures approximately 19,253.46 square meters and more particularly described in the Fourth Schedule hereunder written (which is hereinafter called "**the said Sale Plot as per the Development Agreement**")) by the utilization of the Free Sale Component being 51,305.31 square meters or such further built-up area as

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maybe sanctioned from time to time to be utilised in-situ on the Free Sale Land and/or the amendments and revisions to be made thereon from time to time including the TDR benefits there from.

16. We have issued public notices inviting claims from the Public in Free Press Journal on 24th February,2012 and Nav Shakti also on 24th February,2012 .We have not received any claims or demands or Objection pursuant to the publication of the said notices.
17. Mr. Kamal Kishor Gupta, Director of the said ERA , has made and executed Declaration Cum Indemnity dated 7th April,2012 regarding Era's right to sell flats and Omkar's title to the property as more particularly mentioned in the Fourth Schedule.
18. The Slum Rehabilitation Authority has granted its LOI bearing no. 1) SRA/Eng/1759/PN/PL/LOI dated 5.07.2008, 2) SRA/ENG/1759/PN/PL/LOI dated 26th March,2010 and 3) SRA/Eng/1759/PN/PL/LOI dated 15th June,2011 to the said Omkar for the redevelopment of the said property under the provisions of D.C. Regulation No 33 (10) read with Appendix IV to the said Omkar for redevelopment of the said property under Slum Rehabilitation Scheme. The Slum

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Rehabilitation Authority has issued its further LOI bearing No. LOI NO.SRA/ENG/1759/PN/PL/LOI ( hereinafter called the said fourth LOI ) to the said Omkar and the said ERA (For Sale Building) dated 21st December 2011 for redevelopment of property under Slum Redevelopment Scheme which property is more particularly described in the Fifth Schedule hereunder written and which is hereinafter called the said fourth LOI property . The said fourth LOI property is a part of the said property. The said Omkar and the said ERA will apply for inclusion of the remaining portions of the said property in the LOI which will be revised and issued by The Slum Rehabilitation Authority.

19. Subject to aforesaid Mortgages, Charges, Claims and objections and subject to no adverse document being found to be registered in the years when the records of the Sub-Registrar are torn or partly torned or were not available, we certify that under the said Development Agreement dated 30th November,2011 M/s. ERA Realtors Private Limited has the right to sale the flats as constructed on the property more particularly described in Fourth Schedule hereunder written.

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The First Schedule Above Referred To:

(Ownership of Omkar )

**Firstly:-**

All that piece or parcel of land admeasuring about 6020 square meters or thereabout bearing CTS No. 824(Part), Malad (East), Survey No.284/1( Part) Village Malad with structures standing thereon within the Registration Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows:-

On or towards the East	:	by Land bearing CTS No. 821(Part)
On or towards the West	:	by Western Express Highway
On or towards the North	:	by Land bearing CTS No.824 (Part) &
On or towards the South	:	by Land bearing CTS No.823 (Part)

**Secondly:-**

(I):- All that piece or parcel of land or ground situate lying and being at Malad being Survey No. 282 (part) and CTS No. 821 (part) in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Bombay admeasuring 21938.2 square yards equivalent to 18342.97 square meters or thereabouts and bounded as follows: that is to say on or towards the North by Survey No. 281 and Tank on or towards the South by Survey No. 282, Hissa No. 1 and Survey No. 282 (part) and Survey No. 283 Hissa No. 2 (part) on or towards

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the East by Survey No. 273 (part) and Survey No. 283 (part) and on or towards the West by Survey No. 282 (part) Survey No. 284 Hissa No. 1 (part).

(III):- All that piece or parcel of land or ground situate lying and being at Malad being Survey No. 273 (part) and CTS No. 812 and CTS No. 813 in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Bombay admeasuring 10673 sq.yds. equivalent to 8924 sq. meters or thereabouts and bounded as follows: that is to say on or towards the North by Survey No. 273 (part) and on or towards the South by Survey No. 283 (part), on or towards the East by Survey No. 273 Hissa No. 1 part on or towards the West by Survey No. 282 (part).

Thirdly:-

All that piece or parcel of land admeasuring 4730 square meters or thereabouts and bearing CTS no. 821(pt), Malad (E), Survey No. 282(pt) Malad (E), Taluka Borivali, Mumbai Suburban district and situate at Malad, in the registration Sub-District of Bombay City and Bombay Suburban and bounded as follows:-

On or towards the East	:	by S. No. 282(pt) CTS No. 821(pt), Malad (E);
On or towards the West	:	by S. No. 284, Hissa No. 1(pt), CTS No.824(pt) and 823 Malad (E);
On or towards the North	:	by 30 ft. wide D.P. Road further up Shantaram Tank & CTS No. 825, Malad(E)

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On or towards the South : by S. No. 282(pt), CTS No. 823(pt)Malad (E)

**Fourthly:-**

All that piece and parcel of plot of land bearing Survey No. 281(pt) Corresponding to CTS No. 811A/7 (part) admeasuring about 1530.85 square meters or thereabouts of Village Malad, Taluka Borivali, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban with hutments / structures standing thereon and bounded as follows:-

On or towards the West : partly by CTS No. 811 A/7(pt) with existing building thereon known as "Green Point Building";  
On or towards the East : by property of the Malad bearing CTS No. 805;  
On or towards the North : by CTS No. 811 A/7, (part) with existing building known as "Highway View-11 Apartments"; and  
On or towards the South : by CTS No. 821(pt), 812 and 813 of Malad.

**Fifthly:-**

All that piece and parcel of plot of land and admeasuring 1458.5 square meters situated at Kokani Pada, Kurar, Malad ( East), Mumbai – 400 097 on a land bearing Survey No.283 , Hissa No.2/2, C.T.S. No.844 of Revenue Village, Malad ( East)Taluka Borivali within the Registration Sub- District and District of Mumbai City and Mumbai Suburban.

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**Sixthly:-**

All that piece or parcel of land or ground situate at Village Malad (E), Taluka – Borivali, Mumbai Suburban Dist. bearing Survey no. 283 , Hissa No. 1/4, CTS No. 814 ( Part) viz. 814 A/1 to A4 admeasuring 2350.5 square meters or thereabout as per 7/12 Extract and corresponding mutation entry and as per Property Card on survey of property is 2923.6 square meters within the Registration Sub District and District of Mumbai City and Mumbai Suburban and bounded as follows:-

On or towards East : by CTS NO. 783;  
On or towards West : by CTS no. 821 and CTS no. 844(P);  
On or towards North : by CTS No. 812;  
On or towards South : by CTS No. 814 (Part)

**The Second Schedule Above Referred To:-**

("The said MCGM property")

All that piece and parcel of land bearing Survey No. 282 (pt) corresponding to CTS No. 821(part) of Village Malad (E) admeasuring about 5987.60 square meters or thereabouts with the structures standing thereon within Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows:-

On or towards the West : by CTS No.821 (pt), 824 of Village Malad (E);  
On or towards the East : by CTS No.821 (pt), 812, 813 of Village Malad (E);

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On or towards the North : by CTS No.811 A/7 of Village Malad (E),

On or towards the South : by CTS No.821 (pt) of Village: Malad (E)

The Municipal Corporation is the owner of the property more particularly described  
in this schedule

**The Third Schedule Above Referred To:-**

( "The said Maharashtra Government property")

All that piece or parcel of land situate at village Malad (E), Taluka Borivali, Bombay  
Suburban District bearing C.T.S. No. 825(part) admeasuring 7,111 square meters  
with structures standing thereon within the Registration Sub-District and District of  
Mumbai City and Mumbai Suburban and bounded as follows:-

On or towards the East : by CTS No. 811 A/7 of Village Malad (E);

On or towards the West : by CTS No. 501 of Village Malad (E);

On or towards the North : by CTS No. 826 of Village Malad (E);

On or towards the South : by CTS No. 824 of Village Malad (E);

**The Fourth Schedule Above Referred To:**

("the said Sale Plot as per the Development Agreement")

**Firstly:-**

(I):- All that piece or parcel of land or ground situate lying and being at Malad being  
Survey No. 282 (part) and CTS No. 821 (part) in the Registration District of

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Bombay City and Bombay Suburban now within the limits of Greater Bombay admeasuring 9335.77 square meters or thereabouts.

(II):- All that piece or parcel of land or ground situate lying and being at Malad being Survey No. 273 (part) and CTS No. 812 and CTS No. 813 in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Bombay admeasuring 7348.37 sq. meters or thereabouts.

**Secondly:-**

All that piece and parcel of plot of land bearing Survey No. 281(pt) Corresponding to CTS No. 811A/7 (part) admeasuring about 1439.62 square meters or thereabouts of Village Malad, Taluka Borivali, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban .

**Thirdly :-**

All that piece and parcel of plot of land bearing Survey No.283 , Hissa No.2/2, C.T.S. No.844 admeasuring 1129.7 square meters situated at Kokani Pada, Kurar, Malad ( East), Mumbai – 400 097 of Revenue Village, Malad (East) Taluka, Borivali within the Registration Sub- District and District of Mumbai City and Mumbai Suburban.

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The Fifth Schedule Hereinabove Referred To:

( "the said fourth LOI property")

**Firstly:-**

(I):- All that piece or parcel of land or ground situate lying and being at Malad being Survey No. 282 (part) and CTS No. 821 (part) in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Bombay admeasuring 29060.54 square meters or thereabouts

(II):- All that piece or parcel of land or ground situate lying and being at Malad being Survey No. 273 (part) and CTS No. 812 and CTS No. 813 in the Registration District of Bombay City and Bombay Suburban now within the limits of Greater Bombay admeasuring 8924 sq. meters or thereabouts.

**Secondly:-**

All that piece and parcel of plot of land bearing Survey No. 281(pt) Corresponding to CTS No. 811A/7 (part) admeasuring about 1530.85 square meters or thereabouts of Village Malad, Taluka Borivali, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban .

**Thirdly :-**

All that piece and parcel of plot of land and admeasuring 1458.50 square meters situated at Kokani Pada, Kurar, Malad ( East), Mumbai – 400 097 on a land

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bearing Survey No.283 , Hissa No.2/2, C.T.S. No.844 of Revenue Village, Malad ( East) Taluka Borivali within the Registration Sub- District and District of Mumbai City and Mumbai Suburban.

Fourthly:-

All that piece and parcel of plot of land bearing Survey No. 284/1(pt) Corresponding to CTS No. 824 (part) admeasuring about 6,020 square meters or thereabouts of Village Malad, Taluka Borivali, in the Registration Sub-District and District of Mumbai City and Mumbai Suburban .

Mumbai , dated this 26<sup>th</sup> day of April,2012

For. M/s. Law Firm Of Khonas

Partner

Solicitors & Legal Consultants  
B/5065/TC02/2012

Bankimchandra P. Khona  
Ms. Zarana Khona Ahmed

D P. Road Malad  
Law Firm of Khonas  
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CERTIFICATE OF TITLE  
TO WHOMSOEVER IT MAY CONCERN.

1. Our clients M/s. Omkar Realtors & Developers Pvt., Limited (hereafter called Omkar) has instructed us to issue our Title Certificate in respect of the property situated at Malad (East) and more particularly described in the Schedule hereunder written is and hereinafter called the "said property".
2. Omkar have acquired the said property by Deed of Conveyance bearing no. BRL-6-3786-2016 executed on 19<sup>th</sup> September, 2015 by and between (a). Mr. Nusli Neville Wadia & five Others, the Trustees of F.E. Dinshaw Charities, (b). Mr. Nusli Wadia, Administrator to the estate of late Edulji Framroze Dinshaw and (c). Omkar which was registered on 20<sup>th</sup> April, 2016.
3. We published Public Notices inviting claims or objection in Free Press Journal – English Edition and Nav Shakti (Marathi Edition) both dated 19<sup>th</sup> July, 2016. Pursuant to the said publications we have not received any claim or objection.
4. We have caused searches to be taken for the period from 1962 till 2016. Our search clerk informed us that, the record of the Village Malad (East) is either partly or completely in torn condition for the following years:-
  - i) At Bandra S.R. Office: 1962 to 1965, 1968, 1971 to 1976, 1977 to 1981 and from 1983 to 1999 and 2000 to 2010.

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ii) **At Bombay S.R. Office:** 1963 to 1965, 1971 to 1976, 1977 to 1981, 1983 to 1999 and 2000 to 2010.

5. Prior to this Slum Rehabilitation Authority (SRA) has granted its LOI bearing no.

- (a) SRA/Eng./1759/PN/PL/LOI dated 5<sup>th</sup> July, 2008 (hereinafter called the said First LOI),
- (b) SRA/ENG/1759/PN/PL/LOI dated 26<sup>th</sup> March, 2010 (hereinafter called the said second LOI)
- (c) SRA/Eng./1759/PN/PL/LOI dated 15<sup>th</sup> June, 2011 (hereinafter called the said third LOI) to Omkar for the redevelopment of the properties described therein, under the provisions of D.C. Regulation No. 33 (10) read with Appendix IV to Omkar for redevelopment of properties described thereunder Slum Rehabilitation Scheme.
- (d) The Slum Rehabilitation Authority has issued its further LOI bearing No. LOI NO.SRA/ENG/1759/PN/PL/LOI (hereinafter called the said fourth LOI) to Developer: (Omkar) and to Co-Developer (For Sale Building) M/s. Era Realtors Pvt. Ltd. (hereinafter called the said Era) dated 21<sup>st</sup> December, 2011 for redevelopment of properties described therein, which includes the said property under Slum Redevelopment Scheme and
- (e) Revised LOI dated 13<sup>th</sup> August 2014 bearing no SRA/ENG/1759/PN/PL & STGL/LOI (hereinafter called the said Fifth LOI).

6. One Development Agreement dated 30<sup>th</sup> November, 2011 was executed between OMKAR and the said ERA which was registered with the Sub-Registrar of Borivali-7, Mumbai bearing serial no. BDR-1275-2012 for the full and exclusive development rights with respect to the Free Sale Land admeasuring approximately 19,253.46 square meters and more particularly described in the Fourth Schedule there under written.

7. Omkar and said ERA executed Indenture of Mortgage, 18<sup>th</sup> June, 2014 duly registered with the Sub-Registrar of Assurances at Borivali, bearing registration no. BRL-8-4327-2014 on 19<sup>th</sup> June, 2014 in favour of L&T Finance Limited, L&T Fincorp Limited, L&T Housing Finance

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Limited and Family Credit Limited (all these four companies are hereinafter referred to as "the said L&T Companies"). Through this Indenture of Mortgage, Omkar and said ERA have created exclusive charge on the mortgaged properties which are more particular described in the said Indenture of Mortgage and inter alia include (i) Free Sale Area of the Immoveable Property together with all land, buildings and structures constructed thereon and there under, both present and future ("the Free Sale Area of the Immoveable Properties"), to secure the repayment of the amounts Rs. 475,00,00,000/- (Rupees Four Hundred Seventy-Five Crores only) sanctioned by the said L&T Companies to Omkar , along with all interest, additional interest, liquidated damages, fee, remuneration, costs, charges, expenses as per the terms and conditions as more particularly set out therein.

8. Omkar and said ERA sold Sixty flats to Shivprasad Realty Pvt. Ltd. via Allotment Letters issued to Shivprasad Realty Pvt. Ltd. The list of sixty flats are described in the second schedule hereunder written. One Debenture Trust Deed dated 18.09.2014 was executed between Shivprasad Realty Pvt. Ltd., OMKAR, said Era, Axis Trustee Services Ltd. & Axis Capital Ltd. bearing registration no. BRL-8-6483-2014 whereby Shivprasad Realty Pvt. Ltd. mortgaged interalia the said sixty flats. Shivprasad Realty Pvt. Ltd. entered into this Debenture Trust Deed dated 18<sup>th</sup> September, 2014 to raise funds through the issue of Debentures on terms and conditions more specifically contained in the said Debenture Trust Deed.

9. There were certain errors in the said Debenture Trust Deed and the Parties entered into a Deed of Rectification dated 25<sup>th</sup> September, 2014, bearing Registration No. BRL-8-6819-2014, registered on 1<sup>st</sup> October, 2014 (called "First Rectification Agreement") with an intention to correct the said errors by recording certain rectifications to the Debenture Trust Deed in the manner set out therein.

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10. There were certain additional errors in the Debenture Trust Deed which were not recorded by the Parties in the First Rectification Agreement due to inadvertence. Therefore one more Deed of Rectification (second Deed of Rectification) between Shivprasad Realty Pvt. Ltd, OMKAR, said Era and Axis Trustee Services Ltd. and Axis Capital Ltd. bearing registration no. BRL-8-7507-2014 was executed and registered on 14<sup>th</sup> October, 2014 to rectify the said Debenture Trust Deed to correct errors by recording certain rectifications to the said Debenture Trust Deed in the manner set out therein.

11. The said ERA and Omkar are made parties to the said Debenture Trust Deed and two Deeds of Rectifications at the insistence of Shivprasad Realty Pvt. Ltd. and Axis Trustee Services Ltd. & Axis Capital Ltd.

12. Omkar and said ERA executed and duly registered with the Sub-Registrar of Assurances at Borivali, bearing registration no. BRL-8-8877-2015, Supplementary Indenture of Mortgage in favour of the said L&T Companies. Through this Supplementary Indenture of Mortgage Omkar and said ERA have taken Additional Facility of Rs.125,00,00,000/- (Rupees One Hundred and Twenty-Five Crores only) and together with the Existing Facility, against the security of the Mortgaged Properties as more particularly set out in this Supplementary Indenture of Mortgage.

13. An Agreement to Lease was executed and registered on 28<sup>th</sup> December, 2015 bearing registration no. BRL-2-9950-2015 by and between Omkar and Reliance Infrastructure Limited (R Infra, formerly Reliance Energy Limited). Under this agreement Omkar being the Lessor has agreed to grant lease of a piece of land admeasuring about 650 (six hundred fifty) sq. mtrs being a part of the said property, to the Reliance Infrastructure Limited being the Lessee for a term of 99 (ninety nine) years from 28<sup>th</sup> December, 2015 or till Omkar and/or its successors/nominee/permited assigns including but not limited to the society (s) are supplied

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electricity to said Property, through the installed sub-station, whichever is later to install, operate and maintain an electric sub-station.

14. Shri Gaurav Gupta Director of our Clients has made an executed Declaration-cum-Indemnity dated 13<sup>th</sup> day of October, 2016.

15. Subject to what is hereinafter stated and subject to no adverse document being found to be registered during the period when the Sub Registrar of Assurances' office record are torn or partly torn or not available and subject of the aforesaid Indenture of Mortgage dated 18<sup>th</sup> June, 2014, Supplementary Indenture of Mortgage, dated 21<sup>st</sup> November, 2015, Debenture Trust Deed dated 18<sup>th</sup> September, 2014, First Rectification Agreement dated 25<sup>th</sup> September, 2014 and Second Deed of Rectification dated 14<sup>th</sup> October, 2014 we state that title of Omkar to the said property is clear, marketable and free from encumbrances.

#### THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land totally admeasuring 1700 square meters or thereabouts bearing Survey No.282 (pt.) corresponding to CTS No.821(pt.) admeasuring 891.8 square meters or thereabouts and Survey No.284(pt.) Hissa No.1(pt.) corresponding to CTS No.824(pt.) admeasuring 808.2 square meters or thereabouts of Village "Malad (East)", Taluka Borivali, Mumbai Suburban District in the registration Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:-

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On or towards the East	:	CTS no.811 A/7(pt.) and 821(pt.)
On or towards the West	:	CTS nos.824(pt.), W.E. Highway;
On or towards the North	:	CTS no.825;
On or towards the South	:	CTS no.821(pt.), 824(pt.);

Mumbai dated this 18<sup>th</sup> day of October, 2016.

For, M/s. Law Firm of Khonas

*Zarana*  
Partner

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Fort, Mumbai – 400 001  
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