



ADDENDUM TO TITLE REPORT

Sanvo Resorts Private Limited
702, Marathon Max,
Mulund - Goregaon Link Road,
Mulund (West), Mumbai 400 080

Kind attention : Mr. Chetan R Shah

Dear Sir,

Re : All that piece or parcel of non-agricultural land or grounds bearing (1) Survey No. 95/4 admeasuring 5560 square meters ("First Land"), (2) Survey No. 97/2 admeasuring 3690 square meters ("Second Land"), (3) Survey No. 98/6C admeasuring 700 square meters ("Third Land"), (4) Survey No. 95/2 admeasuring 3660 square meters ("Fourth Land"), (5) Survey No. 95/3A admeasuring 16630 square meters ("Fifth Land"), (6) Survey No. 95/3B admeasuring 8000 Square meters ("Sixth Land"), (7) Survey No. 96 admeasuring 9660 square meters ("Seventh Land"), (8) Survey No. 98/6A/1 admeasuring 6980 square meters ("Eighth Land"), (9) Survey No. 98/6A/2 admeasuring 2460 square meters ("Ninth Land"), (10) Survey No. 98/6B admeasuring 610 square meters ("Tenth Land"), (11) Survey No. 98/6D admeasuring 3000 Square meters ("Eleventh Land"), (12) Survey No. 97/1 admeasuring 2000 square meters ("Twelfth Land"), (13) Survey No. 94/1D admeasuring 9410 square meters ("Thirteenth Land") (14) Survey No. 95/1 admeasuring 34,560 square meters and totally admeasuring 1,06,920 square meters, situated lying and being village Kolkhe, Taluka Panvel, District Raigad, within limits of Grampanchayat Kolkhe, Panchayat Samiti, Panvel herein after collectively referred to as the "Said Larger Land").

1. I refer to the title report dated 24th July, 2012 ("Title Report"), issued by Wadia Ghandy & Company in favour of Sanvo Resorts Private Limited ("the Company"). a copy whereof is annexed hereto and marked as **ANNEXURE - A**, whereby they have investigated the title of the said Larger Land.
2. I have been requested by my client **Sanvo Resorts Private Limited** having their registered office at 702, Marathon Max, Mulund-Goregaon Link Road,



Mulund (West), Mumbai 400 080 to update the title report dated 24th July, 2012.

A. STEPS:

With respect to updation of the title report, I have undertaken the following steps.

- i) I have inspected the original title deeds in respect of the said Larger Land in possession of Company and Mortgage Deeds (defined below). The original of the Indenture of Modification dated 3rd October, 2006 is lost, misplaced and not traceable by the Company
- ii) Perused the copies of the title deeds and other documents with respect to the said Larger Land, furnished to me by the Company, from time to time, and/or obtained by me, as set out in the body of the report.
- iii) Cause updated, searches to be undertaken in the Office of Sub Registrar of Assurances at Panvel from year 2012 till June 2017. At the offices of Sub-Registrar of Assurances at Panvel the register did not have all pages and the search was restricted only to the pages available.
- iv) I have perused the copies of the revenue records being 7/12 extracts with respect to the said Larger Land and the mutation entries pertaining thereto.
- v) I have issued the Public Notices in Free Press Journal (English Edition) on 23rd June 2017 and in Navshakti (Marathi Edition) on the 23rd June 2017 for inviting claims and/or objections from the public in respect of the said Larger Land. I have not received any objections in respect thereof.
- vi) I have caused searches to be taken in the offices of the Registrar of Companies in respect of the Company. The charges are reflected in the search conducted



on the portal of MCA (Ministry of Corporate Affairs) and at the office of the Registrar of Companies.

B. DISCLAIMERS

- i) I have at the instructions of my client merely updated the Title Report as specified herein and this Report does not address any other issue.
- ii) This Report necessarily depends on the documents furnished to me and the information provided to me, during the course of my discussions and responses to my requisitions, being true, complete and accurate, which I have assumed to be the case.
- iii) For the purpose of this Report, I have gone through report of the search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Panvel from 2012 to 2017. However, searches at the office of Sub-Registrar of Assurances are subject to the availability of records.
- iv) For the purpose of this Report, I have also caused searches to be conducted of the records of the Registrar of Companies as specified herein below. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.
- v) I have not formed any opinion on the approvals and sanctions granted/required from the concerned authorities for the development or construction on the Property or any part thereof.
- vi) This Report has been prepared in accordance with and is subject to the laws of India.

**C. MORTGAGES AND CHARGES**

- i) By and under the Deed of Mortgage dated 25th March, 2013 executed between Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) and Capital First Limited (Lender) registered with the Sub-Registrar of Assurances at Panvel 2 under Serial No. PVL2/2010/2013, the Developer has created exclusive charge of Marathon Nexzone Project-Phase I in the project land i.e approximately 6.68 Acres and other present and future assets of the Project-Phase I as more particularly set out in the Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura Delhi - 110 034 ("the Said Lender") and created security thereon to secure repayment of monies due and payable by the "Borrower" to the said "Lender" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein ("Mortgage Deed-1").
- ii) By and under the Deed of Mortgage dated 27th June, 2013 executed between Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) and Capital First Limited (Lender) registered with the Sub-Registrar of Assurances at Panvel 2 under Serial No. PVL3/5129/2013, the Developer has created exclusive charge of Marathon Nexzone Project-Phase I in the project land i.e approximately 6.68 Acres and other present and future assets of the Project-Phase I, as more particularly set out in the Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura Delhi - 110 034 ("the Said Lender") and created security thereon to secure repayment of monies due and payable by the "Borrower" to the said "Lender" together



with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein ("Mortgage Deed-2").

iii) By and under the Deed of Mortgage dated 25th March, 2014 executed between Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) and Capital First Limited (Lender) registered with the Sub-Registrar of Assurances at Panvel 2 under Serial No. PVL2/2265/2014, the Developer has created exclusive charge of Marathon Nexzone Project-Phase I in the project land i.e approximately 6.68 Acres and other present and future assets of the Project-Phase I as more particularly set out in the Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura Delhi - 110 034 ("the Said Lender") and created security thereon to secure repayment of monies due and payable by the "Borrower" to the said "Lender" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein ("Mortgage Deed-3").

iv) By and under the Deed of Mortgage dated 27th June, 2014 executed between Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) and Capital First Limited (Lender) registered with the Sub-Registrar of Assurances at Panvel 2 under Serial No. PVL2/4722/2014, the Developer has created exclusive charge of Marathon Nexzone Project-Phase I in the project land i.e approximately 6.68 Acres and other present and future assets of the Project-Phase I as more particularly set out in the Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai - 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura Delhi - 110 034 ("the Said Lender") and created security thereon to secure repayment



of monies due and payable by the "Borrower" to the said "Lender" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein ("Mortgage Deed-4").

v) By and under the Deed of Mortgage dated 5th August, 2015 executed between Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) and Capital First Limited (Lender) registered with Sub-Registrar of Assurances at Panvel-3 under Serial No. PVL3/4516/2015, the Developer has created exclusive charge of Marathon Nexzone Project-Phase I in the project land i.e approx 6.68 Acres and other present and future assets of the project Phase I as more particularly set out in the above Mortgage Deed with Capital First Limited and having its Registered Office at 15th Floor, Tower II, Indiabulls Finance Center, Senapati Bapat Marg, Mumbai 400 013 and its Office at Ground Floor, A-84, Pushpanjali Enclave, Pitampura, Delhi - 110 034 (the "Said Lender") and created security thereon to secure repayment of monies due and payable by the "Borrower" to the said "Lender" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein ("Mortgage Deed-5").

vi) By and under the Deed of Re-Conveyance dated 4th September, 2015 executed between Capital First Limited (Lender) and Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) registered with the office of the Sub registrar of Assurances at Panvel - 3 under Serial No. PVL3-5086-2015, the mortgaged property mortgaged vide Deed of Mortgage dated 25th March, 2013 registered under Serial No. PVL2-2010-2013 WHICH have been re-conveyed by the Lender/Mortgagee in favour of the Mortgagor i.e Sanvo Resorts Private Limited ("Re-Conveyance Deed-1").

vii) By and under the Deed of Re-Conveyance dated 4th September, 2015 executed between Capital First Limited (Lender) and Sanvo Resorts Private Limited



(Mortgagor) and Marathon Realty Private Limited (Borrower) registered with the office of the Sub registrar of Assurances at Panvel - 3 under Serial No. PVL3-5087-2015, the mortgaged property mortgaged vide Deed of Mortgage dated 25th March, 2013 under Serial No. PVL2-2265-2014 have been re-conveyed by the Lender/Mortgagee in favour of the Mortgagor i.e Sanvo Resorts Private Limited ("Re-Conveyance Deed-2").

viii) By and under the Deed of Re-Conveyance dated 4th September, 2015 executed between Capital First Limited (Lender) and Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) registered with the office of the Sub registrar of Assurances at Panvel - 3 under Serial No. PVL3-5088-2015, the mortgaged property mortgaged vide Deed of Mortgage dated 27th June, 2013 under Serial No. PVL3-5129-2013 have been re-conveyed by the Lender/Mortgagee in favour of the Mortgagor i.e Sanvo Resorts Private Limited ("Re-Conveyance Deed-3").

ix) By and under the Deed of Re-Conveyance dated 4th September, 2015 executed between Capital First Limited (Lender) and Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) registered with the office of the Sub registrar of Assurances at Panvel - 3 under Serial No. PVL3-5089-2015, the mortgaged property mortgaged vide Deed of Mortgage dated 27th June, 2014 under Serial No. PVL2-4722-2014 have been re-conveyed by the Lender/Mortgagee in favour of the Mortgagor i.e Sanvo Resorts Private Limited ("Re-Conveyance Deed-4").

x) Vide Deed of Re Conveyance dated 27th February, 2017 executed between Capital First Limited (Lender) and Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) registered with the Office of the Sub-Registrar of Assurances at Panvel-3 under Serial No. PVL3-4516-2015, the Mortgaged property mortgaged vide Deed of Mortgage dated 5th August,



2015 has been re-conveyed by the Lender/Mortgagee in favour of the Mortgagor i.e Sanvo Resorts Private Limited ("Re-Conveyance Deed-5").

xi) By and under the Deed of Mortgage dated 27th February, 2017 executed between Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) and IndusInd Bank Limited (Lender) registered with Sub-Registrar of Assurances at Panvel-3 under Serial No. PVL3/906/2017, (the said "Mortgage Deed"), the Developer i.e. Sanvo Resorts Private Limited has mortgaged all that piece or parcel of Non-agricultural Land or ground admeasuring about 6.68 Acres out of all that piece and parcel of land admeasuring 17.73 acres (said portion) comprising of (1) Survey No. 95/4 (2) Survey No. 97/2 (3) Survey No. 98/6C (4) Survey No. 95/2 (5) Survey No. 95/3A (6) Survey No. 95/3B (7) Survey No. 96 (8) Survey No. 95/1 (9) Survey No. 98/6A/1 (10) Survey No. 97/1 (11) Survey No. 98/6A/2 (12) Survey No. 98/6/B (13) Survey No.98/6D and (14) Survey No. 94/1D along with structures (in the 7 nos. of buildings namely Zodiac, Zenith, Altis, Avior, Acrux, Atlas and Aura) inclusive of unsold flats/units in Marathon Nexzone project as more particularly set out in the said Mortgage Deed with IndusInd Bank Limited and having its Registered Office at 240, Gen. Thimmayya Road, (Cantonment), Pune - 411 001 and its Branch Office at Marathon Max, Mulund-Goregaon Link Road, Mulund (East), Mumbai - 400 080 ("the said Lender") and created security thereon to secure repayment of monies due and payable by the Borrower to the said "Lender" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein ("Mortgage Deed-6").

D. APPROVAL

i) By and under the letter dated 20th October, 2012 bearing No. MH/L.N.A.1(B)PK173/2011 addressed by Collector of Raigad to Sanvo Resorts



Private Limited, the Collector of Raigad has granted its approval for amendment of the plans on the terms and conditions as specified therein.

- ii) By and under the letter dated 15th October, 2013 bearing No. MMRDA/RHD/RHS-74/2012/441 addressed by MMRDA to Sanvo Resorts Private Limited, MMRDA extended the validity period of the location clearance by one year i.e from 10/10/2013 to 09/10/2014 and also granted the NOC for obtaining the commencement certificate for release of entire FSI of rental housing component and 0.25 FSI of free sale component i.e total 1.25 FSI out of 4 FSI as applicable to the Plot.
- iii) By and under the letter dated 20th November, 2013 bearing No. MMRDA/RHD/RHS-74[II]/2013/469 addressed by MMRDA to Sanvo Resorts Private Limited considering the progress on site MMRDA granted NOC for obtaining the commencement certificate for release of 0.5 FSI of Free Sale Component on the terms and conditions mentioned therein.
- iv) By and under the letter dated 17th December, 2013 bearing No. MMRDA/RHD/RHS-74(II)/13/490 addressed by MMRDA to Sanvo Resorts Private Limited, MMRDA was pleased to grant the revised layout approval for net plot area of 96,228.00 Square Meters and approved the location of the rental housing component along with tentative foot print of RH buildings amenity area, shop, built amenities and prescribed access within a plot proposed for rental housing scheme. The said sanction is granted subject to the fulfillment of conditions mentioned therein.
- v) By and under the letter dated 7th May, 2014 bearing No. CIDCO/NAINA/PANVEL/KOLKHE/BP-81/CC/2014 addressed by CIDCO to Sanvo Resorts Private Limited, by the said letter CIDCO informed that in accordance with the FSI of 0.25 and 0.5 released by MMRDA vide the letters referred at no. 3 and 4 mentioned in the said letter respectively, Commencement



Certificate for construction above plinth level of the Free Sale buildings as mentioned in the table mentioned in the said letter, is granted subject to the terms and conditions stated therein.

- vi) By and under the letter dated 22nd December, 2014 bearing No. MMRDA/RHD/RHS-74(II)/14/377 addressed by MMRDA to Sanvo Resorts Private Limited, MMRDA by considering the progress of the Rental Housing Scheme MMRDA granted the NOC for commencement certificate for further 0.5 FSI of Free Sale Component subject to the terms and conditions mentioned therein.
- vii) By NOC dated 24th April, 2015 bearing No. BT-1/NOC/MUM/15 NM/B/819/1694-96, the Airport Authority of India Western Region Headquarter granted the No Objection Certificate for Height Clearance on the terms and conditions mentioned therein for the project.
- viii) By and under the letter dated 24th November, 2015 bearing No. MMRDA/RHD/RHS-74(II)/15/296 addressed by MMRDA to Sanvo Resorts Private Limited, MMRDA by considering the progress of the Rental Housing Scheme and the request made by Sanvo Resorts Private Limited, MMRDA granted the NOC for commencement certificate for further 0.25 FSI of Free Sale Component and same is indicated in the table written therein subject to the terms and conditions mentioned therein.
- ix) By NOC dated 6th June, 2016 the Airports Authority of India granted the No Objection Certificate for Height Clearance on the terms and conditions mentioned therein for Building No. S1A, S1B, S2A, S2B, S3A and S3B.
- x) By and under the letter dated 17th May, 2017 bearing No. MMRDA/RHD/RHS-74(II)/17/89 addressed by MMRDA to Sanvo Resorts Private Limited, MMRDA superseded the layout (LA) granted by MMRDA in the name of Sanvo Resorts



Private Limited dated 17th December, 2013 and MMRDA is pleased to grant the revised layout approval for Net Plot Area 96,228 Square Meters and approval of the location of Rental Housing Component along with tentative footprint of RH buildings, shops, amenities such as balwadies, welfare halls and manager's cabin on the ground floor and prescribed access within plot proposed for Rental Housing Scheme subject to fulfillment of the terms and conditions mentioned therein.

E. SUB-REGISTRAR OF ASSURANCES

The documents reflected in the updated search report dated 10th July, 2017 as provided by the search clerk Mr. Chandrakant. B. Kamble is annexed herewith as Annexure "B".

F. REGISTRAR OF COMPANIES

As per the search conducted by Mr. Nitin. R. Joshi at the website of the Registrar of Companies, Mortgages/Charges created by the Company are reflected in report. A copy of the report dated 28th June, 2017 is annexed herewith as Annexure "C".

G. SITE STATUS

The Company is presently constructing at Site and the status of the same as on 26th June, 2017 is as per the chart written hereunder,

Sr. No.	Building No.	Wing	Building Proposed Structure	Construction Status
1.	S1A	Zodiac	2 Basement + Stilt + 1st Podium + 2nd to 32nd floor	RCC Work done till 27th Floor and finishing work completed till 23rd Floor.
2.	S1B	Zenith	2 Basement + Stilt + 1st Podium + 2nd to 32nd floor	RCC Work done till 27th Floor and finishing work partly completed till 24th



				Floor.
3.	S1C	Altis	2 Basement + Stilt + 1st Podium + 2nd to 32nd floor	RCC Work done till 27th Floor and finishing work partly completed till 24th Floor.
4.	S1D	Avior	2 Basement + Stilt + 1st Podium + 2nd to 31st floor	RCC Work done till 27th Floor and finishing work partly completed till 24th Floor.
5.	S1E	Acrux	2 Basement + Stilt + 1st Podium + 2nd to 31st floor	RCC Work done till 27th Floor, no finishing work started and water proofing and plumbing done till 27th Floor.
6.	S2A	Atria	2 Basement + Stilt + 1st Podium + 2nd to 30th floor	RCC Work done till 2nd Floor.
7.	S2B	Atlas	2 Basement + Stilt + 1st Podium + 2nd to 30th floor	RCC Work done till 27th Floor and Gypsum Plaster done till 23rd Floor.
8.	S2C	Aura	2 Basement + Stilt + 1st Podium + 2nd to 30th floor	RCC Work done till 27th Floor and Gypsum Plaster done till 4th Floor.
9.	S3D	Ion	2 Basement + Stilt + 1st Podium + 2nd to 31st floor	RCC Work done till 27th Floor and Gypsum Plaster done till 11th Floor.
10.	S3C	Vega	2 Basement + Stilt + 1st Podium + 2nd to 31st floor	RCC Work done till 18th Floor.
11.	S3A	Triton	2 Basement + Stilt + 1st Podium + 2nd to 30th floor	Foundation Completed.

I. CONCLUSION

Subject to what is stated hereinabove, I am of the view that the Company has a clear and marketable title free from all encumbrances, to the leasehold rights with respect to the said Larger Land pursuant to the New Lease subject to the performance of the terms and conditions of the New Lease and the Company is entitled to undertake MMRDA Rental Housing Scheme as well as the Development of Free Sale Component Buildings in accordance with the terms of



PRASANNA S. TARE

B. Com, L.L.B

Continuation Sheet No.

the location clearance and the layout approved by the concerned authorities and in accordance with such other statutory approvals obtained from time to time subject to lien of IndusInd Bank Limited vide Deed of Mortgage cum Exclusive charge dated 27th February, 2017 in respect of all that piece or parcel of Non-agricultural Land or ground admeasuring about 6.68 Acres out of all that piece and parcel of land admeasuring 17.73 acres (said portion) along with structures (in the 7 nos. of buildings namely Zodiac, Zenith, Altis, Avior, Acrux, Atlas and Aura) inclusive of unsold flats/units more particularly set out in the said Mortgage Deed.

Dated this 13th day of July, 2017.

PRASANNA TARE
Advocate

Housiey.com



Annexure - 'A' WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL-DJM-10599 / 6049/2012

REPORT ON TITLE

Sanvo Resorts Private Limited
702, Marathon Max,
Mulund-Goregaon Link Road,
Mulund (West), Mumbai 400080.

Kind Attention: Mr. Chetan R. Shah

Dear Sir,

Re: All that piece or parcel of non-agricultural land or grounds bearing (1) Survey No. 95/4 admeasuring 5560 square meters ("First Land"), (2) Survey No. 97/2 admeasuring 3690 square meters ("Second Land"), (3) Survey No. 98/6C admeasuring 700 square meters ("Third Land"), (4) Survey No. 95/2 admeasuring 3660 square meters ("Fourth Land"), (5) Survey No. 95/3A admeasuring 16630 square meters ("Fifth Land"), (6) Survey No. 95/3B admeasuring 8000 square meters ("Sixth Land"), (7) Survey No. 96/0 admeasuring 9660 square meters ("Seventh Land"), (8) Survey No. 98/6A/1 admeasuring 6980 square meters ("Eighth Land"), (9) Survey No. 98/6A/2 admeasuring 2460 square meters ("Ninth Land"), (10) Survey No. 98/6B admeasuring 610 square meters ("Tenth Land"), (11) Survey No. 98/6D admeasuring 3000 square meters ("Eleventh Land"), (12) Survey No. 97/1 admeasuring 2000 square meters ("Twelfth Land"), (13) Survey No. 94/1D admeasuring 9410 square meters ("Thirteenth Land") (14) Survey No. 95/1 admeasuring 34560 square meters ("Fourteenth Land"), and totally admeasuring 1,06,920 square meters, situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel (hereinafter collectively referred to as the "said Land") and more particularly described in the Schedule hereunder written.

1. Our client, Sanvo Resorts Private Limited ("the Company") has requested us to investigate the leasehold title of the Company to the said Land.
2. For the purpose of issuing this Report on Title we have undertaken the following:-
 - (i) We have caused searches to be taken in the offices of Sub-Registrar of Assurances at Mumbai for the last 50 years from 1962 to 2012. At the offices of Sub-Registrar of Assurances, the register did not have all pages and the search was restricted only to the pages available.

- (ii) We have caused searches to be taken in the office of the Registrar of Companies in respect of Sanvo Resorts Private Limited. No charges are reflected in the search conducted at the office of the Registrar of Companies.
- (iii) We have issued the Public Notices in Economic Times (English Edition) on the 25th October, 2011 and in Maharashtra Times (Marathi Edition) on the 26th October, 2011 for inviting claims and/or objections from the public in respect of the said Land. We have not received any objections in respect thereof.
- (iv) We have perused the copies of the revenue records being 7/12 extracts with respect to the said Land and the mutation entries pertaining thereto.
- (v) With respect to all the facts concerning the said Land which cannot be ascertained from the public records, Sanvo Resorts Private Limited have given us a declaration of facts of even dated.
- (vi) We have inspected the original title deeds in respect of the said Land in possession of Company and original title deeds in respect of the said Land in possession of Dinesh Manilal Shah, Praful Manilal Shah, Falguni Praful Shah and Bindu Dinesh Shah, a list of which is annexed and marked as Annexure "A" hereto. The original of the Indenture of Modification dated 3rd October, 2006 is lost, misplaced and not traceable by the Company.
- (vii) Perused the copies of the title deeds and other documents with respect to the said Land, furnished to us by the Company, from time to time, and/or obtained by us, a list of which is hereto annexed and marked as Annexure "B".
- (viii) We have not perused and examined the copies of the sale deeds referred to in Annexure "C-1" and/or the originals of the sale deeds referred to in Annexure "C-2" as the same are not available.

a. Survey No. 95 Hissa No.4 admeasuring 5560 square metres ("First Land") and Survey No. 97 Hissa No.2 admeasuring 3690 square metres ("Second Land").

- (i) One Latifa Qureshi has purchased the First Land and the Second Land pursuant to the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948 and the same is evidenced pursuant to the Mutation Entry No. 1352 dated 27th September, 1980.

- (ii) It appears that by and under a Sale Deed dated 25th February, 1985 executed between Latifa Qureshi and Badruddin Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No. 119 of 1985, Latifa Qureshi has sold the First Land and the Second Land to Badruddin Dhariwal. The same is also mutated on the 7/12 extract. The necessary permission under Section 43 is obtained with regard to the sale of the First Land and Second Land by Latifa Qureshi to Badruddin Dhariwal.
- (iii) The said Badruddin Dhariwal has purchased and acquired the First Land and Second Land for and on behalf of and as a partner of M/s. Dhariwal Development. The same is mutated on the 7/12 extract.
- (iv) By and under a Sale Deed dated 1st June, 2006 executed between M/s. Dhariwal Development therein referred to as the Vendors of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 4098 of 2006, M/s. Dhariwal Development has sold the First Land and the Second Land to Mr. Dinesh Shah and Mr. Praful Shah in the manner as stated therein. The same is also mutated on the 7/12 extract. The same is mutated on the 7/12 extract vide Mutation Entry No. 2239.

b. Survey No. 98 Hissa No.6C admeasuring 700 Square Metres ("Third Land").

- (i) Survey No.98/6C admeasures 2150 sq. mtrs. A portion of Survey No.98/6C admeasuring 1450 sq. mtrs is acquired for Nhava Sheva Project and the name of Ministry of Transportation, Government of India, New Delhi is mutated in the other rights column in that regard. The balance area of Survey No.98/6C is 700 sq. mtrs. and the same is the subject matter of report on title.
- (ii) One Mohamed Kalu Bhatti has purchased the Third Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1061.
- (iii) The said Mohamed Kalu Bhatti died on 5th July 1967 and thereupon the name of Latifa Qureshi was mutated on the revenue records as the legal heir

of Mohamed Kalu Bhatti. The same is recorded vide Mutation Entry No. 1098.

- (iv) By and under a Sale Deed dated 30th August 1985 executed by Latifa Qureshi therein referred to as Vendor of the one part and Mohsin Dhariwal therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.524 of 1985, Latifa Qureshi has sold the Third Land to Mohsin Dhariwal in the manner as stated therein. The Sale Deed identifies the Third Land as Survey No.98/6. The 7/12 extract with regard to Survey No.98/6/C mutates this fact whereby it is also evidenced that Survey No.98/6 is now identified as 98/6/C vide Mutation Entry No.1486. The necessary permission under Section 43 is obtained with regard to the sale of the Third Land by Latifa Qureshi to Mohsin Dhariwal.
- (v) The said Mohsin Dhariwal has purchased and acquired the Third Land for and on behalf of and as a partner of M/s. Dhariwal Development. The same is mutated on the 7/12 extract vide Mutation Entry No.1737.
- (vi) By and under a Sale Deed dated 7th June, 2006 executed between M/s. Dhariwal Development therein referred to as the Vendors of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 4098 of 2006, M/s. Dhariwal Development has sold the Third Land to Mr. Dinesh Shah and Mr. Praful Shah in the manner as stated therein. The same is mutated on the 7/12 extract vide Mutation Entry No. 2239.

c. Survey No. 95 Hissa No.2 admeasuring 3660 Square Metres ("Fourth Land").

- (i) Survey No.95/2 admeasures 14060 square metres. A portion of Survey No.95/2 admeasuring 6900 sq. mtrs. is acquired for Nhava Sheva Project and the name of Ministry of Transportation, Government of India, New Delhi is mutated in the other rights column in that regard. A portion of Survey No.95/2 admeasuring 3500 sq. mtrs. is in the name of Mohsin Ebrahim Dhariwal as the holder. The balance area of Survey No.95/2 is 3660 sq. mtrs. and the same is the subject matter of report on title.
- (ii) Cassum Ibrahim Quereshi, 2) Maqbool Ibrahim Quereshi, 3) Adam Ibrahim Quereshi, 4) Babamia Ibrahim Quereshi, 5) Bashir Ibrahim Quereshi, 6)

Sugrabee Adam Khan Pathan & 7) Amana Ibrahim Quereshi have purchased the Fourth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1346.

- (iii) By and under a Sale Deed dated 30th August 1985 executed by 1) Cassum Ibrahim Quereshi, 2) Maqbool Ibrahim Quereshi, 3) Adam Ibrahim Quereshi, 4) Babamia Ibrahim Quereshi, 5) Sashir Ibrahim Quereshi, 6) Sugrabee Adam Khan Pathan & 7) Amana Ibrahim Quereshi therein referred to as Vendors of the one part and Mohsin Dhariwal therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.525 of 1985, the Vendors have sold the Fourth Land to Mohsin Dhariwal in the manner as stated therein. The 7/12 extract with regard to Survey No.95/2 mutates this fact vide Mutation Entry No.1725. The necessary permission under Section 43 is obtained with regard to the sale of the Fourth Land by the Vendors to Mohsin Dhariwal.
- (iv) By and under a Sale Deed dated 1st June, 2006 registered with the office of the Sub-Registrar of Assurances at Panvel under serial No. 4104 of 2006 read with Deed of Rectification dated 5th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.4913 of 2006 executed between Mohsin Dhariwal therein referred to as the Vendor of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part, Mohsin Dhariwal has sold the Fourth Land to Mr. Dinesh Shah and Mr. Praful Shah in the manner as stated therein. The same is mutated in the 7/12 extract vide Mutation Entry No.2243.

d. Survey No. 95 Hissa No.3A admeasuring 16630 square metres ("Fifth Land")

- (i) Survey No.95/3A admeasures 24930 square metres. A portion of Survey No.95/3A admeasuring 6500 sq. mtrs. is acquired for Nhava Sheva Project and the name of Ministry of Transportation, Government of India, New Delhi is mutated in the other rights column in that regard. A portion of Survey No.95/3A admeasuring 1800 sq. mtrs. is in the name of Mohsin Ebrahim Dhariwal as the holder. The balance area of Survey No.95/3A is 16630 sq. mtrs. and the same is the subject matter of report on title.
- (ii) One Latifa Quereshi has purchased the Fifth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The

same is mutated on the revenue records and reflected vide Mutation Entry No. 1352.

- (iii) It appears that by and under a Sale Deed dated 25th February 1985 executed between Latifa Quereshi and Vishwas Kundaji Kadu and registered with the office of the Sub Registrar of Assurances under Serial No.120 of 1985, the Vendor have sold the Fifth Land to Vishwas Kundaji Kadu. The 7/12 extract with regard to Survey No.95/3A mutates this fact vide Mutation Entry No.1460. The necessary permission under Section 43 appears to be obtained with regard to the sale of the Fifth Land by Latifa Quereshi to Vishwas Kundaji Kadu.
- (iv) It further appears that by and under a Sale Deed dated 8th August 1986 executed between Vishwas Kundaji Kadu and Mohsin Ebrahim Dhariwal, Vishwas Kundaji Kadu have sold the Fifth Land to Mohsin Ebrahim Dhariwal. The 7/12 extract with regard to Survey No.95/3A mutates this fact vide Mutation Entry No.1726.
- (v) By and under a Sale Deed dated 1st June, 2006 registered with the office of the Sub-Registrar of Assurances at Panvel under serial No. 4104 of 2006 read with Deed of Rectification dated 5th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.4913 of 2006 executed between Mohsin Dhariwal therein referred to as the Vendor of the one part and Mr. Dinesh Shah and Mr. Praful Shah therein referred to as the Purchasers of the other part, Mohsin Dhariwal has sold the Fifth Land to Mr. Dinesh Shah and Mr. Praful Shah in the manner as stated therein. The same is mutated in the 7/12 extract vide Mutation Entry No.2243.

e. **Survey No. 95 Hissa No.3B admeasuring 8000 square metres ("Sixth Land")**

- (i) One Latifa Quereshi has purchased the Sixth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1352.
- (ii) By and under a Sale Deed dated 24th August, 1992 executed between Latifa Quereshi therein referred to as the Vendor and Badruddin Ebrahim Dhariwal as the Purchaser and registered with the office of the Sub Registrar of Assurances under Serial No.2476 of 1992, Latifa Quereshi has sold the Sixth

Land to Badruddin Ebrahim Dhariwal. The 7/12 extract mutates this fact vide Mutation Entry No.1789. The necessary permission under Section 43 is obtained with regard to the sale of the Sixth Land by Latifa Quereshi to Badruddin Ebrahim Dhariwal.

- (iii) It appears on perusal of Mutation Entry No.1460 that by and under Sale Deed dated 25th February, 1985 executed between Latifa Quereshi and Vishwas Kadu registered with the office of the Sub Registrar of Assurances under Serial No.120 of 1985, Latifa Quereshi sold the Sixth Land to Vishwas Kadu. The said Deed of Conveyance dated 25th February, 1985 is found registered under serial No.120 of 1985 in respect of Fifth Land and Sixth Land. The original and/or copy of the same needs to be examined.
- (iv) *"However it is pertinent to note that, there is no reference of the incorporation of the name of Vishwas Kadu as the holder in the revenue records in respect of Sixth Land. It is further pertinent to note that Latifa Quereshi's name was incorporated as holder by Mutation Entry No. 1524 which is dated 2nd February 1987 being pursuant to the date of Sale Deed dated 25.2.1985. Further, Mutation Entry No.2381 dated 1st January 2009 referred to in the other rights column of 7/12 extract of Fifth Land mutates that an amount of Rs.4,785/- in respect of stamp duty was not paid by Vishwas Kadu in respect of Sale Deed dated 25th February 1985 registered serial No. 120 of 1985 executed between Latifa Quereshi and Vishwas Kadu, is not reflected in the 7/12 of Sixth Land. It appears that the said Sale Deed dated 25.2.1985 may be only in respect of Fifth Land and is wrongly mutated in the 7/12 extract of Sixth Land. Because of the aforesaid series of events the mutation entry No.1460 appears to be wrongly recorded"*
- (v) By and under a Sale Deed dated 1st June, 2006 executed between Badruddin Ebrahim Dhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub-Registrar of Assurances at Panvel under serial No. 4103 of 2006, Badruddin Dhariwal has sold the Sixth Land to Mr. Dinesh Shah and Mr. Praful Shah in the manner as stated therein. The same is mutated in the 7/12 extract vide Mutation Entry No.2242.

f. Survey No. 96/0 admeasuring 9660 square metres ("Seventh Land").

- (i) One Raghunath Vasudeo Padhye was the holder of the Seventh Land and one Mahadu Dharma Thombare was the tenant of the Seventh Land. The same is mutated in Mutation Entry No.676. Upon death of Raghunath Vasudeo Padhye the rights were inherited by Shrinivas Narayan Padhye, Sadanand Narayan Padhye, Prabhakar Narayan Padhye and Sudhakar Narayan Padhye, the last two being minors through natural guardian Narayan Vasudev Padhye. The same is mutated vide Mutation Entry No.870.
- (ii) Upon death of Mahadu Dharma Thombare, his rights were inherited by Hadkya Mahadu Thombare. The same is mutated vide Mutation Entry No.1005.
- (iii) Pursuant to the order dated 5th January, 1967 passed in the 32G proceedings as referred to in the mutation entry it appears to have been held that since there did not appear to be any relationship of tenant and landlord between Hadkya Mahadu Thombare and Shrinivas Narayan Padhye and 3 others, the name of Hadkya Mahadu Thombare was deleted. The same is mutated vide Mutation Entry No.1075.
- (iv) Narayan Vasudeo Padhye died and the name of Laxmibai was incorporated as the guardian for Prabhakar Narayan Padhye and Sudhakar Narayan Padhye. The same is mutated vide Mutation Entry No.1173.
- (v) Thereafter the name of Shrinivas Narayan Padhye, Sadanand Narayan Padhye, Prabhakar Narayan Padhye and Sudhakar Narayan Padhye each having 25% share has been reflected vide Mutation Entry No.1175.
- (vi) It appears that by and under a Sale Deed dated 8th November, 1996 executed between Shrinivas Narayan Padhye, Sadanand Narayan Padhye, Prabhakar Narayan Padhye and Sudhakar Narayan Padhye therein referred to as the Vendors of the one part and Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabhai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 2204 of 1996, the Vendors sold the Seventh Land to the Purchasers therein. The 7/12 extract mutates this fact vide Mutation Entry No.1973.

- (vii) By and under a Sale Deed dated 1st June, 2006 executed between Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabhai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub-Registrar of Assurances at Panvel under serial No. 4102 of 2006, the Vendors have sold the Seventh Land to Mr. Dinesh Shah and Mr. Praful Shah in the manner as stated therein. The same is mutated in the 7/12 extract vide Mutation Entry No.2241.

g. Survey No. 98/6A/1 admeasuring 6980 square metres ("Eight Land").

- (i) Ambo Hadkya Thombre and Joma Hadkya Thombre have purchased the Eight Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1892.
- (ii) It appears that by and under a Sale Deed dated 16th January 1998 executed between Ambo Hadkya Thombre and Joma Hadkya Thombre and Puranchand Kaluram Rajput therein referred to as the Purchaser and registered with the office of the Sub Registrar of Assurances under Serial No.168 of 1998, the Vendors have sold the Eight Land to Puranchand Kaluram Rajput. The 7/12 extract mutates this fact vide Mutation Entry No.2145. The necessary permission under Section 43 is obtained with regard to the sale of the Eight Land by Hadkya Thombre and Joma Hadkya Thombre to Puranchand Kaluram Rajput.
- (iii) By and under a Sale Deed dated 20th May 2006 executed between Puranchand Kaluram Rajput therein referred to as the Vendor of the one part and Dinesh Manilal Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.4124 of 2006, Puranchand Kaluram Rajput has sold the Eight Land to Dinesh Manilal Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2231.

h. Survey No. 98/6A/2 admeasuring 2460 square metres ("Ninth Land").

- (i) One Maruti Bentya Patil has purchased the Ninth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The

same is mutated on the revenue records and reflected vide Mutation Entry No. 1851.

- (ii) It appears that by and under a Sale Deed dated 1st August, 1997 executed between Maruti Bemtya Patil and Ismail Ebrahim Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No.1630 of 1997, the Maruti Bemtya Patil has sold the Ninth Land to Ismail Ebrahim Dhariwal. The 7/12 extract mutates this fact vide Mutation Entry No.1988. The necessary permission under Section 43 is obtained with regard to the sale of the Ninth Land by Maruti Bemtya Patil to Ismail Ebrahim Dhariwal.
- (iii) By and under a Sale Deed dated 13th July 2006 executed between Ismail Ebrahim Dhariwal therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.5625 of 2006, Ismail Ebrahim Dhariwal has sold the Ninth Land to Falguni Praful Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2237.

i. Survey No. 98/6B admeasuring 610 square metres ("Tenth Land").

- (i) Survey No.98/6B admeasures 1160 square metres. A portion of Survey No.98/6B admeasuring 550 sq. mtrs. is acquired for Nhava Sheva Project and the name of Ministry of Transportation, Government of India, New Delhi is mutated in the other rights column in that regard. The balance area of Survey No.98/6B is 610 sq. mtrs. and the same is the subject matter of report on title.
- (ii) One Gopal Changu Khutale has purchased the Tenth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1048.
- (iii) The said Gopal Changu Khutale died in or about 1978 and thereupon the name of Anandibai Gopal Khutale (wife) and Padmabai Anant Waghmare (married daughter) were mutated on the revenue records as the legal heir of Gopal Changu Khutale. The same is recorded vide Mutation Entry No. 1333.
- (iv) The same Anandibai Gopal Khutale also died on 17th January 1988 and thereupon the name of Padmabai Anant Waghmare was mutated on the

revenue records as the legal heir of Anandibai Gopal Khutale. The same is recorded vide Mutation Entry No. 1685.

- (v) It appears that by and under a Sale Deed dated 27th April 1993 executed between Padmabai Anant Waghmare and Ebrahim Ismail Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No.1904 of 1997, the Padmabai Anant Waghmare has sold the Tenth Land to Ebrahim Ismail Dhariwal. The 7/12 extract mutates this fact vide Mutation Entry No.1994. The necessary permission under Section 43 is obtained with regard to the sale of the Tenth Land by Padmabai Anant Waghmare to Ebrahim Ismail Dhariwal.
- (vi) By and under a Sale Deed dated 14th July 2006 executed between Ebrahim Ismail Dhariwal therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.5655 of 2006, Ebrahim Ismail Dhariwal has sold the Tenth Land to Falguni Praful Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2235.

j. Survey No. 98/6D admeasuring 3000 square metres ("Eleventh Land").

- (i) One Padu Ziprya Thombre has purchased the Eleventh Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1782.
- (ii) The said Padu Ziprya Thombre died on 1st April 1993 and thereupon the name of Jagannath Padu Thombre (son) and Budhibai Ram Patil (married daughter) were mutated on the revenue records as the legal heir of Padu Ziprya Thombre. The same is recorded vide Mutation Entry No. 2191.
- (iii) By and under a Sale Deed dated 23rd June, 2006 executed between Jagannath Padu Thombre and Budhibai Ram Patil therein referred to as the Vendors of the one part and Puranchand Kaluram Rajput therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.4634 of 2006, the Jagannath Padu Thombre and Budhibai Ram Patil have sold the Eleventh Land to Puranchand Kaluram Rajput. The 7/12 extract mutates this fact vide

Mutation Entry No.2230. The necessary permission under Section 43 is obtained with regard to the sale of the Eleventh Land by Jagannath Padu Thombre and Budhibai Ram Patil to Puranchand Kaluram Rajput.

- (iv) By and under a Sale Deed dated 17th July, 2006 executed between Puranchand Kaluram Rajput therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.5653 of 2006, Puranchand Kaluram Rajput has sold the Eleventh Land to Falguni Praful Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2236.

k. Survey No. 97/1 admeasuring 2000 square metres ("Twelfth Land").

- (i) Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi, Sugrabee Adam Khan Pathan and Amina Ibrahim Quereshi have purchased the Twelfth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1346.
- (ii) The said Amina Ibrahim Quereshi died on 20th February 1997 and thereupon the names of Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrabee Adam Khan Pathan were mutated on the revenue records as the legal heirs of Amina Ibrahim Quereshi. The same is recorded vide Mutation Entry No. 2000.
- (iii) By and under a Sale Deed dated 31st December, 1998 executed between Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrabee Adam Khan Pathan therein referred to as the Vendors of the one part and Ismail Ebrahim Dhariwal therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.202 of 1998, the Cassum Ibrahim Quereshi & others have sold the Twelfth Land to Ismail Ebrahim Dhariwal. The 7/12 extract mutates this fact vide Mutation Entry No.2001. The necessary permission under Section 43 is obtained with regard to the sale of the Twelfth Land by Cassum Ibrahim Quereshi & others to Ismail Ebrahim Dhariwal.

- (iv) By and under a Sale Deed dated 13th July 2006 executed between Ismail Ebrahim Dhariwal therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.5625 of 2006, Ismail Ebrahim Dhariwal has sold the Twelfth Land to Falguni Praful Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2237.

I. Survey No. 94/1D admeasuring 9410 square metres ("Thirteenth Land").

- (i) One Ebrahim Hasan Quereshi has purchased the Thirteenth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1169.
- (ii) By and under a Sale Deed dated 24th March, 1977 executed between Eboo Hasan Quereshi as the Vendor of the one part and Minanat Ganpat Bhihari as the purchase of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 63 Vol. 814, the Eboo Hasan Quereshi has sold the Thirteenth Land to Minanat Ganpat Bhihari. The 7/12 extract mutates this fact vide Mutation Entry No.1314. The necessary permission under Section 43 is obtained with regard to the sale of the Thirteenth Land by Eboo Hasan Quereshi to Minanat Ganpat Bhihari.
- (iii) It appears that by and under a Sale Deed dated 11th August 1995 executed between Minanat Ganpat Bhihari therein referred to as the Vendor of the one part and Rajarani Deshraj Soni and registered with the office of the Sub Registrar of Assurances under Serial No. 3244 of 1995, the Minanat Ganpat Bhihari has sold the Thirteenth Land to Rajarani Deshraj Soni. The 7/12 extract mutates this fact vide Mutation Entry No.1898.
- (iv) By and under a Sale Deed dated 21st July, 2006 executed between Rajarani Deshraj Soni therein referred to as the Vendor of the one part and Bindu Dinesh Shah therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 5344 of 2006, Rajarani Deshraj Soni has sold the Thirteenth Land to Bindu Dinesh Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2238.

m. Survey No. 95 Hissa No.1 admeasuring 34560 square metres ("Fourteenth Land").

- (i) Survey No.95/1 admeasures 38960 square metres. A portion of Survey No.95/1 admeasuring 2500 sq. mtrs. is acquired for Nhava Sheva Project and the name of Ministry of Transportation, Government of India, New Delhi is mutated in the other rights column in that regard. A portion of Survey No.95/1 admeasuring 1900 sq. mtrs. is in the name of Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal, reflected as the holder thereof. The balance area of Survey No.95/1 is 34560 sq. mtrs. and the same is the subject matter of report on title.
- (ii) Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrahee Adam Khan Pathan and Amina Ibrahim Quereshi, have purchased the Thirteenth Land under the provisions of Section 32 of the Bombay Tenancy and Agricultural Lands Act, 1948. The same is mutated on the revenue records and reflected vide Mutation Entry No. 1346.
- (iii) By and under a Sale Deed dated 25th February 1985 executed between Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrahee Adam Khan Pathan and Amina Ibrahim Quereshi as the Vendors of the one part and Yahyabhai Ebrahim Dhariwal as the Purchase of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 121 of 1985, the Cassum Ibrahim Quereshi & others have sold the Fourteenth Land to Yahyabhai Ebrahim Dhariwal. The 7/12 extract mutates this fact vide Mutation Entry No.1461. The necessary permission under Section 43 is obtained with regard to the sale of the Fourteenth Land by Cassum Ibrahim Quereshi & others to Yahyabhai Ebrahim Dhariwal.
- (iv) The said Yahyabhai Ebrahim Dhariwal has purchased and acquired the Fourteenth Land for and on behalf of and as a partner of M/s. Dhariwal Development. The same is mutated on the 7/12 extract vide Mutation Entry No.1737.
- (v) It appears that by and under a Sale Deed dated 21st May 1997 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim

Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal and Aishwarya Financial Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under Serial No. 1470 of 1997 (old No.1106 of 1997), Dhariwal Development has sold portion of the Fourteenth Land (admeasuring 20,000 square metres) to Aishwarya Financial Pvt. Ltd.. The 7/12 extract mutates this fact vide Mutation Entry No.2065.

(vi) By and under a Sale Deed dated 1st June 2006 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 4101 of 2006, M/s. Dhariwal Development has sold the portion of the Fourteenth Land (admeasuring 14560 square metres) to Dinesh Manilal Shah and Praful Manilal Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2240.

(vii) By and under a Sale Deed dated 23rd June 2006 executed between Aishwarya Financial Services Pvt. Ltd. therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 4800 of 2006, Aishwarya Financial Services Pvt. Ltd. has sold the portion of the Fourteenth Land (admeasuring 20,000 square metres) to Dinesh Manilal Shah and Praful Manilal Shah. The 7/12 extract mutates this fact vide Mutation Entry No.2244.

n. By and under an Indenture of Lease dated 28th September, 2006 executed between Dinesh Shah, Bindu Shah, Praful Shah and Falguni Shah (therein and hereinafter referred to as "**the Lessors**") of the one part and the Company therein referred to as Lessee of the other part and registered with the office of the Sub Registrar of Assurance under Serial No.6914 of 2006 ("**the First Lease**"), the Lessors have demised unto the Company the said Land being all that piece and parcel of non agricultural land admeasuring 1,06,920 square meters situate at Village Kolkhe, Taluka Panvel, Dist. Raigad in the manner and on the terms and conditions as stated therein.

- o. By and under an Indenture of Modification dated 3rd October, 2006 executed between the Lessors and the Company and registered with the office of the Sub Registrar of Assurance under Serial No.7012 of 2006 (**"the Modification of the First Lease"**), the Lessors and the Company have modified the terms and conditions of the First Lease in the manner as stated therein. The First Lease and the Modification of the First Lease are hereinafter collectively referred to as **"the said Lease"**.
- p. By and under an Indenture of Lease dated 20th April, 2011 executed between the Lessors and the Company and registered with the office of the Sub Registrar of Assurance under Serial No.5560 of 2011 (**"the New Lease"**), the Lessors and the Company have modified the terms and conditions of the said Lease in the manner as stated therein. The key terms of the said New Lease are as follows:-
- (a) The said Land, for the sake of convenience is notionally bifurcated into three plots being: (i) Plot A admeasuring 6 Acres and marked in blue colour on the Plan annexed and marked as Annexure "B" to the New Lease; (ii) Plot B admeasuring 17.37 Acres and marked in green colour on the Plan annexed and marked as Annexure "B" to the New Lease; and (iii) Plot C admeasuring 3 Acres and marked in yellow colour on the Plan annexed and marked as Annexure "B" to the New Lease;
 - (b) Out of Plot B, an area upto admeasuring 7.5 Acres is agreed to be conveyed by the Lessors to any Government and/or Semi Government authority on free hold basis.
 - (c) On Plot C the Company has agreed to commence and complete and area admeasuring 2,50,000 sq. ft. within a period of 5 years from the date of execution of the New Lease.
 - (d) Plot A is to be developed only upon furnishing of security as provided in clause 4.2.6 of the New Lease.
 - (e) The term of the Lease is for 999 years commencing from 1st April 2011.
 - (f) The Company is entitled to create sub-lease, leave and licence, and/or monthly tenancy in the buildings to be constructed on Plot B, Plot C (excluding the area of 2,50,000 sq. ft.) and Plot A (after furnishing security as provided in clause 4.2.6 of the Lease).

- (g) The Company is entitled to undertake MMRDA Rental Housing Scheme and/or any other scheme on the said Land.
 - (h) There is a preemptive right to purchase the said Land in favour of the Company.
- q. By and under its letter dated 19th February, 2010 addressed by the Government of India, Ministry of Commerce and Industry to the Company, the Government of India has approved proposal of the Company to de-notify the sector specific Special Economic Zone for IT/ITES to be undertaken by the Company on the said Land. The Company has by and under its letter dated 5th March, 2012 addressed to Development Commissioner, Department of Industries, confirmed that it has not availed of any tax or duty benefits for the said Special Economic Zone. The Company has also tendered a duly notarised Affidavit dated 7th March, 2012 addressed to Development Commissioner, Department of Industries, confirming that it has not availed of any tax or duty benefits for the said Special Economic Zone.
- r. By and under its letter dated 23rd March, 2010 the MMRDA has accorded its locational clearance to the Company to undertake a Rental Housing Scheme in accordance with the provisions of the Development Control Regulations.
- s. By and under its letter dated 19th April 2010 addressed by MMRDA to the Company, MMRDA has approved the Layout plan with regard to the MMRDA Rental Housing Scheme to be undertaken by the Company in terms of the locational clearance. The layout of the said Land as sanctioned by MMRDA comprises of interalia:
- (a) 4 residential buildings for MMRDA being R1 (Wing A & B), R1 (Wing C, D, E), R2, R3 and R4; and
 - (b) 4 residential buildings as a free sale building being S1 (Wing A & B), S2 (Wing A & B), S3 (Wing A, B, C), S5 (Wing A, B, C).

The Layout plan has identified and demarcated the land to be conveyed to MMRDA being portion of the said Land admeasuring 26,733.42 sq. mtrs. to be conveyed to MMRDA and the balance portion of the said Land admeasuring 80,186.58 square metres on which the free sale buildings are to be constructed. The total FSI sanctioned is 1,06,933.68 sq. mtrs. to be constructed and utilized on the MMRDA plot to undertake MMRDA Rental Housing Scheme and an area admeasuring 2,96,690.36 sq. mtrs. to be undertaken with respect to the Free Sale Component, thereby aggregating to total of 4,03,624.04 sq. mtrs.

- t. By and under its letter dated 19th May, 2011 addressed by the Government of Maharashtra to the Company, environmental clearance is accorded to the Company to undertake MMRDA Rental Housing Scheme with sale building on the said Land.
- u. By and under Order No.LNA/18/59-2010 dated 7th October 2011 passed by the Collector of Raigad, the Collector has also granted NA permission in respect of the said Land for rental housing scheme in place of Information Technology Park on the terms and conditions as more particularly set out therein.
- v. By and under Agreement dated 7th July, 2011 executed between GAIL (India) Limited, (a government of India undertaking who is owning, operating and maintaining Parvel - Uran Gas pipelines and hydrocarbon pipelines), therein referred to as the Licensor of the One Part and the Company (who is to develop an integrated township surrounding the above pipelines) therein referred to as the Licensee of the Other Part, it is agreed between the parties therein that the Company shall not erect any permanent structure such as building, wall, cables, plantation (other than grass, shrubs, hedges), pond, water tank, on the Right of User as marked in the plan therein and the minimum distance of any dwelling building will be maintained at more than 15 meters from the pipeline and in the manner as more particularly set out therein.

3. Conclusion

Subject to what is stated hereinabove, we are of the view that the Company has a clear and marketable title free from all encumbrances to the leasehold rights with respect to the said Land pursuant to the New Lease subject to the performance of the terms and conditions of the New Lease and the Company is entitled to undertake MMRDA Rental Housing Scheme in accordance with the terms of the locational clearance and the layout approved by the Collector dated 7th October, 2011 and in accordance with such other statutory approvals as may be required to be obtained from time to time.

SCHEDULE

ALL that piece or parcel of non-agricultural land or grounds bearing Survey No. 95/4 admeasuring 5560 square meters, Survey No. 97/2 admeasuring 3690 square meters, Survey No. 98/6C admeasuring 700 square meters, Survey No. 95/2 admeasuring 3660

square meters, Survey No. 95/3A admeasuring 16630 square meters, Survey No. 95/3B admeasuring 8000 square meters, Survey No. 96/0 admeasuring 9660 square meters, Survey No. 95/1 admeasuring 34560 square meters, Survey No. 98/6A/1 admeasuring 6980 square meters, Survey No. 97/1 admeasuring 2000 square meters, Survey No. 98/6A/2 admeasuring 2460 square meters, Survey No. 98/6B admeasuring 610 square meters, Survey No. 98/6D admeasuring 3000 square meters and Survey No. 94/1D admeasuring 9410 square meters totally admeasuring 1,06,920 square meters, situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel.

Dated this 24th day of July, 2012

For Wadia Ghandy & Co

S. N. Jangra
Partner

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Annexure "A"
List of documents perused

1. 7/12 extracts in respect of all the survey numbers forming a part of the said Property.
2. Mutation entries reflected on the 7/12 extracts in respect of all the survey numbers forming a part of the said Property save and except mutation entry numbers 1157 and 1160
3. Noting dated 14th December, 2011 issued by Talathi recording that Mutation Entry Nos. 1157 and 1160 are not traceable.
4. N.A. Orders being Order No.LNA/A/SR/197/94 dated 12th August 1994, Order No. LNA/1/S.R/279/2004 dated 28th December 2004; Order No. MS/LNA/1/SR/174/06 dated 13th October 2006; Order No. LNA/1/13-2007 dated 29th February, 2008 and Order No.LNA/1B/59-2010 dated 7th October 2011
5. Town Planning Remark dated 17th May, 2006 issued by the Town Planning Authority, Raigad, Alibaug in respect of Survey/Gut No. 95, 96, 97 of Village Kolkhe, Taluka Panvel, District Raigad.
6. Town Planning Remark dated 22nd August, 2007 addressed by the Town Planning Authority, Raigad, Alibaug in respect of Survey/Gut No. 94 and 98 of Village Kolkhe, Taluka Panvel, District Raigad.
7. Such documents as are referred to in the Report on Title and which are perused by us, save and except the ones which are not provided to us or perusal or examined by us at the time of issuance of the Report.
8. Indenture of Lease dated 27th September 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.6914 of 2006 executed between Dinesh Manilal Shah, Bindu Dinesh Shah, Praful Manilal Shah and Falguni Praful Shah therein referred to as the Lessors of the one part and Sanvo Resorts Pvt. Ltd. therein referred to as the Lessee of the other part.
9. Modification of Indenture of Lease dated 3rd October 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 7012 of 2006 executed between Dinesh Manilal Shah, Bindu Dinesh Shah, Praful Manilal Shah

and Faiguni Praful Shah therein referred to as the Lessors of the one part and Sanvo Resorts Pvt. Ltd. therein referred to as the Lessee of the other part.

10. Indenture of Lease dated 20th April 2011 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.5560 of 2011 executed between Dinesh Manilal Shah, Bindu Dinesh Shah, Praful Manilal Shah and Faiguni Praful Shah therein referred to as the Lessors of the one part and Sanvo Resorts Pvt. Ltd. therein referred to as the Lessee of the other part
11. Deed of Conveyance dated 30th August 1985 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 524 of 1985 executed between Latifa Begum Maqbool Quereshi as Vendor of the one part and Mohsin Ebrahim Dhariwal as Purchaser of the other part, in respect of land bearing Gut No.98/6(part)
12. Sale Deed dated 30th August 1985 executed by 1) Cassum Ibrahim Quereshi, 2) Maqbool Ibrahim Quereshi, 3) Adam Ibrahim Quereshi, 4) Babamia Ibrahim Quereshi, 5) Bashir Ibrahim Quereshi, 6) Sugrabee Adam Khan Pathan & 7) Amina Ibrahim Quereshi therein referred to as Vendors of the one part and Mohsin Dhariwal therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.525 of 1985.
13. Sale Deed dated 25th February 1985 executed between Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrabee Adam Khan Pathan and Amina Ibrahim Quereshi as the Vendors of the one part and Yahyabhai Ebrahim Dhariwal as the Purchase of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 121 of 1985.
14. Sale Deed dated 24th August. 1992 executed between Latifa Quereshi therein referred to as the Vendor and Badruddin Ebrahim Dhariwal as the Purchaser and registered with the office of the Sub Registrar of Assurances under Serial No.2476 of 1992
15. Deed of Conveyance dated 31st December, 1998 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 202 of 1998 executed between Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrabee Adam Khan Pathan therein referred to as the Vendors of the one part and Ismail Ebrahim

Dhariwal therein referred to as the Purchaser of the other part in respect of all that piece and parcel of land bearing Survey/Gut No. 97/1 admeasuring 2000 sq. mtrs.

16. Sale Deed dated 24th March, 1977 executed between Eboo Hasan Quereshi as the Vendor of the one part and Minanat Ganpat Bihari as the purchase of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 63 Vol. 814;
17. Sale Deed dated 23rd June, 2006 executed between Jagannath Padu Thombre and Budhibai Ram Patil therein referred to as the Vendors of the one part and Puranchand Kaluram Rajput therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.4634 of 2006.
18. Deed of Conveyance dated 1st June, 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4098 of 2006 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of the land bearing (i) Survey/Gut No.95/4 admeasuring 5560 square meters, (ii) Survey/Gut No.97/2 admeasuring 3690 square meters and (iii) Survey No.98/6C admeasuring 700 square meters out of the total area of 2150 square meters (balance area of 1450 square meters being acquired for Nava Sheva Project) situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel.
19. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4104 of 2006 executed between Mohsin Ebrahim Dhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of the land bearing (i) Survey No.95/2 admeasuring 3660 square meters (0-36-6 H-A-P) out of the total area of 14060 square meters (1-40-6 H-A-P) (balance area of 6900 square meters being acquired for Nava Sheva Project) and (ii) Survey/Gut No.95/3A (balance area of 0-65-0 (H-A-P) being acquired for Nava Sheva Project) situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel.

20. Deed of Rectification dated 5th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.4913 of 2006 executed between Mohsin Ebrahim Dhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, all that piece and parcel of the land bearing Survey No.95/2 admeasuring 3660 square meters (0-36-6 H-A-P) out of the total area of 14060 square meters (1-40-6 H-A-P) (balance area of 6900 square meters being acquired for Nava Sheva Project) and (ii) Survey/Gut No.95/3A (balance area of 0-65-0 (H-A-P) situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel
21. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4103 of 2006 executed between Badruddin Ebrahim Dhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No.95/3B admeasuring 0-80-0 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
22. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4102 of 2006 executed between Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabhai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No. 96 admeasuring 0-96-6 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
23. Deed of Conveyance dated 20th May 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4124 of 2006 executed between Puranchand Kaluram Rajput therein referred to as the Vendor of the one part and Dinesh Manilal Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No. 98/6A/1 admeasuring an area of 0-69-8 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.

24. Deed of Conveyance dated 13th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5625 of 2006 executed between Ismail Ebrahim Dhariwal therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing (i) Survey/Gut No. 98/6A/2 admeasuring an area of 0-24-6 (H-A-P) and (ii) Survey/Gut No. 97/1 admeasuring an area of 0-20-0 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
25. Deed of Conveyance dated 14th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5655 of 2006 executed between Ebrahim Ismail Dhariwal therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No. 98/6B admeasuring an area of 0-06-1 (H-A-P) out of the total area of 0-11-6 (H-A-P) (balance area of 0-05-5 is acquired for Nava Sheva Project), situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
26. Deed of Conveyance dated 17th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5653 of 2006 executed between Puranchand Kaluram Rajput therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No. 98/6D admeasuring 3000 sq. mtrs. situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
27. Deed of Conveyance dated 21st July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5344 of 2006 executed between Rajarani Deshraj Soni therein referred to as the Vendor of the one part and Bindu Dinesh Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No. 94/1D (old Gut Nos. 94/1B/2) admeasuring 0-94-1 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.

28. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4101 of 2006 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No.95/1 admeasuring 1-45-6 (H-A-P) out of the total area of 3-89-6 (H-A-P) (balance area 0-25-0 has been acquired for Nhava Sheva Road National Highway No.4) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
29. Deed of Conveyance dated 23rd June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4600 of 2006 executed between Aishwarya Financial Services Pvt. Ltd. therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey/Gut No.95/1 admeasuring 2-0-0 (H-A-P) out of the total area of 3-89-6 (H-A-P) alongwith godown and structures thereon, situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
30. Letter dated 23rd March, 2010 addressed by Mumbai Metropolitan Regional Development Authority to M/s. Sanvo Resorts Pvt. Ltd. in respect of the proposed rental housing scheme on land bearing Survey/Gut Nos. 94/1D, 95/1, 95/2, 95/3A, 95/3B, 95/4, 96, 97/1, 97/2, 98, 98/6A/1, 98/6A/2, 98/6B/ 68/6C, 98/6D at Village Kolkhe, Tal. Panvel, Dist. Raigad admeasuring 106920 sq. mtrs. falling within the MMR, MMRDA granting locational clearance for the said proposal subject to the conditions as more particularly set out therein;
31. Letter dated 19th April 2010 addressed by MMRDA to M/s. Sanvo Resorts Pvt. Ltd., MMRDA approving the locational rental housing component alongwith the prescribed access of 18 mtrs. within the plot area proposed for rental housing scheme subject to the conditions as more particularly set out therein.
32. Order No.TNC/SR/1224 dated 7th June, 1980 issued the by Additional Tahsildar under Section 32G of the Bombay Tenancy and Agricultural Land Act, 1948, in respect of Gut No. 95/4 and 97/2 recording that Latifa Begum Maqbool Quereshi has

purchased and paid the consideration of Rs. 9,984/- (Rupees nine thousand nine hundred eighty four only) to Sadashiv Damodar Sandu, Vasudeo Damodar Sandu, Ramkrishna Hari Sandu and accordingly the name of Latifa Begum Maqbool Quereshi was incorporated as the holder on the 7/12 extracts of the lands bearing Gut Nos.95/3, 95/4 and 97/2 on 2nd February 1987 and the 32G charge was deleted.

33. Orders No.32G Kolke/224/227 dated 14th December, 1966 and 5th January 1967 by Additional Tahsildar under Section 32G of the Bombay Tenancy and Agricultural Land Act, 1948, in respect of Gut No. 98/6 (part) recording that Mohammed Kailu Bhatti agreed to purchase and pay consideration price of Rs. 3,453/- (Rupees three thousand four hundred fifty three only) to the original holder viz. Narayan Vasudeo Padhye in respect of Gut No. 98/6(part) and accordingly the name of Narayan Vasudeo Padhye was reflected in the other rights column.
34. Order dated 7th November, 1966 passed by the Tahsildar, Panvel under Section 32G of the Bombay Tenancy and Agricultural Land Act, 1948, in respect of land bearing Gut No.98/6(part), recording that Gopal Changu Khutale being the tenant in respect of the said plot, has paid the purchase price of Rs. 574/- to the original holder viz., Narayan Vasudeo Padhye and accordingly the name of Narayan Vasudeo Padhye has been deleted and the name of Gopal Changu Khutale has been incorporated as kabjedar in respect of land bearing Gut No.98/6B (part).
35. Order No. 32G/Kolkhe/226B dated 24th February 1967 passed by the Tehsildar, Panvel read with notice dated 15th March, 1967 under Section 32G of the Bombay Tenancy and Agricultural Land Act, 1948 in respect of Gut No.98/6D recording that Padu Ziprya Thombre being the tenant in respect of the said plot has paid purchase price of Rs. 1,157/- to the original holder viz., Narayan Vasudeo Padhye and Padu Ziprya Thombre has thereby become the holder/kabjedar in respect of the land bearing Gut No.98/6D.
36. Letter dated 19th February, 2010 addressed by the Government of India, Ministry of Commerce and Industry to the Company, the Government of India has approved proposal of the Company to de-notify the sector specific Special Economic Zone for IT/ITES to be undertaken by the Company on the said Land.
37. Letter dated 5th March, 2012 addressed by Company to Development Commissioner, Department of Industries, confirming that it has not availed of any tax or duty benefits for the said Special Economic Zone.

38. Affidavit dated 7th March, 2012 addressed by Company to Development Commissioner, Department of Industries, confirming that it has not availed of any tax or duty benefits for the said Special Economic Zone.
39. Letter dated 19th May, 2011 addressed by the Government of Maharashtra to the Company, environmental clearance is accorded to the Company to undertake MMRDA Rental Housing Scheme with sale building on the said Land.
40. Order No.LNA/1B/59-2010 dated 7th October 2011 passed by the Collector of Raigad, the Collector has granted NA permission in respect of the said Land for rental housing scheme in place of Information Technology Park on the terms and conditions as more particularly set out therein.

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Annexure "B"List of Original Documents Inspected on 21st October, 2011 which were in the possession of Dinesh Manilal Shah, Praful Manilal Shah, Falguni Praful Shah and Bindu Dinesh Shah.

1. Deed of Conveyance dated 1st June, 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4098 of 2006 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of the land bearing (i) Survey No.95/4 admeasuring 5560 square meters, (ii) Survey No.97/2 admeasuring 3690 square meters and (iii) Survey No.98/6C admeasuring 700 square meters out of the total area of 2150 square meters (balance area of 1450 square meters being acquired for Nava Sheva Project) situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel.
2. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4104 of 2006 executed between Mohsin Ebrahim Dhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of the land bearing (i) Survey No.95/2 admeasuring 3660 square meters (0-36-6 H-A-P) out of the total area of 14060 square meters (1-40-6 H-A-P) (balance area of 6900 square meters being acquired for Nava Sheva Project) and (ii) Survey No.95/3A (balance area of 0-65-0 (H-A-P) being acquired for Nava Sheva Project) situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel.
3. Deed of Rectification dated 5th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.4913 of 2006 executed between Mohsin Ebrahim Dhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, all that piece and parcel of the land bearing Survey No.95/2 admeasuring 3660 square meters (0-36-6 H-A-P) out of the total area of 14060 square meters (1-40-6 H-A-P) (balance area of 6900 square meters being acquired for Nava Sheva Project) and (ii) Survey No.95/3A (balance area of 0-65-0 (H-A-P)

situated lying and being Village Kolkhe, Taluka Panvel, District Raigad, within the limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel

4. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4103 of 2006 executed between Badruddin Ebrahim Dhariwal therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey No.95/3B admeasuring 0-80-0 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
5. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4102 of 2006 executed between Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabhai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey No. 96 admeasuring 0-98-6 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
6. Deed of Conveyance dated 20th May 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4124 of 2006 executed between Puranchand Kaluram Rajput therein referred to as the Vendor of the one part and Dinesh Manilal Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey No. 98/6A/1 admeasuring an area of 0-69-8 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
7. Deed of Conveyance dated 13th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5625 of 2006 executed between Ismail Ebrahim Dhariwal therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing (i) Survey No. 98/6A/2 admeasuring an area of 0-24-6 (H-A-P) and (ii) Survey No. 97/1 admeasuring an

area of 0-20-0 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.

8. Deed of Conveyance dated 14th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5655 of 2006 executed between Ebrahim Ismail Dhariwal therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey No. 98/6B admeasuring an area of 0-06-1 (H-A-P) out of the total area of 0-11-6 (H-A-P) (balance area of 0-05-5 is acquired for Nava Sheva Project), situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
9. Deed of Conveyance dated 17th July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5653 of 2006 executed between Puranchand Kaluram Rajput therein referred to as the Vendor of the one part and Falguni Praful Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey No. 98/6D admeasuring 3000 sq. mtrs. situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
10. Deed of Conveyance dated 21st July 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 5344 of 2006 executed between Rajarani Deshraj Soni therein referred to as the Vendor of the one part and Bindu Dinesh Shah therein referred to as the Purchaser of the other part, in respect of all that piece and parcel of land bearing Survey No. 94/1D (old Survey Nos. 94/1B/2) admeasuring 0-94-1 (H-A-P) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.
11. Deed of Conveyance dated 1st June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4101 of 2006 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Vendors of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey No. 95/1 admeasuring 1-45-6 (H-A-P) out of the total area of 3-89-6 (H-A-P) (balance area 0-25-0 has been

acquired for Nhava Sheva Road National Highway No.4) situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.

12. Deed of Conveyance dated 23rd June 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No. 4600 of 2006 executed between Aishwarya Financial Services Pvt. Ltd. therein referred to as the Vendor of the one part and Dinesh Manilal Shah and Praful Manilal Shah therein referred to as the Purchasers of the other part, in respect of all that piece and parcel of land bearing Survey No.95/1 admeasuring 2-0-0 (H-A-P) out of the total area of 3-89-6 (H-A-P) alongwith godown and structures thereon, situate lying and being at Village Kolkhe, Tal. Panvel, Dist. Raigad within the limits of Gram Panchayat Kolkhe, Panchayat Samiti Panvel.

List of Original Documents Inspected on 4th January, 2012 which were in the possession of the Company.

1. Indenture of Lease dated 27th September 2006 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.6914 of 2006.
2. Indenture of Lease dated 20th April 2011 and registered before the Office of the Sub-Registrar of Assurances at Panvel under serial No.5560 of 2011.
3. Power of Attorney dated 20th April 2011 executed by Dinesh Manilal Shah, Praful Manilal Shah, Falguni Praful Shah and Bindu Dinesh Shah in favour of Chetan R. Shah and Mayur R. Shah directors of the Company.

Annexure "C-1"

1. Sale Deed dated 25th February, 1985 executed between Latifa Qureshi and Badruddin Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No. 119 of 1985, Latifa Qureshi has sold the First Land and the Second Land to Badruddin Dhariwal in the manner as stated therein.
2. Sale Deed dated 25th February 1985 executed between Latifa Qureshi and Vishwas Kundaji Kadu and registered with the office of the Sub Registrar of Assurances under Serial No.120 of 1985, the Vendor have sold the Fifth Land to Vishwas Kundaji Kadu.
3. Sale Deed dated 8th August 1986 executed between Vishwas Kundaji Kadu and Mohsin Ebrahim Dhariwal, Vishwas Kundaji Kadu have sold the Fifth Land to Mohsin Ebrahim Dhariwal.
4. Sale Deed dated 25th February, 1985 executed between Latifa Qureshi and Vishwas Kadu registered with the office of the Sub Registrar of Assurances under Serial No.120 of 1985, Latifa Qureshi sold the Sixth Land to Vishwas Kadu.
5. Sale Deed dated 8th November, 1996 executed between Shrinivas Narayan Padhye, Sadanand Narayan Padhye, Prabhakar Narayan Padhye and Sudhakar Narayan Padhye therein referred to as the Vendors of the one part and Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabhai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 2204 of 1996, the Vendors sold the Seventh Land to the Purchasers therein.
6. Sale Deed dated 16th January 1998 executed between Ambo Hadkya Thombre and Joma Hadkya Thombre and Puranchand Kaluram Rajput therein referred to as the Purchaser and registered with the office of the Sub Registrar of Assurances under Serial No.168 of 1998, the Vendors have sold the Eight Land to Puranchand Kaluram Rajput.
7. Sale Deed dated 1st August, 1997 executed between Maruti Bemtya Patil and Ismail Ebrahim Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No.1630 of 1997, the Maruti Bemtya Patil has sold the Ninth Land to Ismail Ebrahim Dhariwal.
8. Sale Deed dated 27th April 1993 executed between Padmabai Anant Waghmare and Ebrahim Ismail Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No.1904 of 1997, the Padmabai Anant Waghmare has sold the Tenth Land to Ebrahim Ismail Dhariwal.
9. Sale Deed dated 11th August 1995 executed between Minanat Ganpat Bihari therein referred to as the Vendor of the one part and Rajarani Deshraj Soni and registered with the office of the Sub Registrar of Assurances under Serial No. 3244 of 1995, the Minanat Ganpat Bihari has sold the Thirteenth Land to Rajarani Deshraj Soni.

10. Sale Deed dated 21st May 1997 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal and Aishwarya Financial Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under Serial No. 1470 of 1997 (old No.1106 of 1997), Dhariwal Development has sold portion of the Fourteenth Land (admeasuring 20,000 square metres) to Aishwarya Financial Pvt. Ltd..

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Annexure "C-2"

1. Sale Deed dated 25th February, 1985 executed between Latifa Qureshi and Badruddin Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No. 119 of 1985, Latifa Qureshi has sold the First Land and the Second Land to Badruddin Dhariwal.
2. Sale Deed dated 30th August 1985 executed by Latifa Qureshi therein referred to as Vendor of the one part and Mohsin Dhariwal therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.524 of 1985, Latifa Qureshi has sold the Third Land to Mohsin Dhariwal.
3. Sale Deed dated 30th August 1985 executed by 1) Cassum Ibrahim Quereshi, 2) Maqbool Ibrahim Quereshi, 3) Adam Ibrahim Quereshi, 4) Babamia Ibrahim Quereshi, 5) Bashir Ibrahim Quereshi, 6) Sugrahee Adam Khan Pathan & 7) Amana Ibrahim Quereshi therein referred to as Vendors of the one part and Mohsin Dhariwal therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.525 of 1985, the Vendors have sold the Fourth Land to Mohsin Dhariwal.
4. Sale Deed dated 25th February 1985 executed between Latifa Quereshi and Vishwas Kundaji Kadu and registered with the office of the Sub Registrar of Assurances under Serial No.120 of 1985, the Vendor have sold the Fifth Land to Vishwas Kundaji Kadu.
5. Sale Deed dated 8th August 1986 executed between Vishwas Kundaji Kadu and Mohsin Ebrahim Dhariwal, Vishwas Kundaji Kadu have sold the Fifth Land to Mohsin Ebrahim Dhariwal.
6. Sale Deed dated 24th August, 1992 executed between Latifa Quereshi therein referred to as the Vendor and Badruddin Ebrahim Dhariwal as the Purchaser and registered with the office of the Sub Registrar of Assurances under Serial No.2476 of 1992, Latifa Quereshi has sold the Sixth Land to Badruddin Ebrahim Dhariwal.
7. Sale Deed dated 25th February, 1985 executed between Latifa Quereshi and Vishwas Kadu registered with the office of the Sub Registrar of Assurances under Serial No.120 of 1985, Latifa Quereshi sold the Sixth Land to Vishwas Kadu.
8. Sale Deed dated 8th November, 1996 executed between Shrinivas Narayan Padhye, Sadanand Narayan Padhye, Prabhakar Narayan Padhye and Sudhakar Narayan Padhye therein referred to as the Vendors of the one part and Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabhai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal therein referred to as the Purchasers of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 2204 of 1996, the Vendors sold the Seventh Land to the Purchasers therein.
9. Sale Deed dated 16th January 1998 executed between Ambo Hadkya Thombre and Joma Hadkya Thombre and Puranchand Kaluram Rajput therein referred to as the Purchaser and registered with the office of the Sub Registrar of Assurances under Serial No.168 of 1998, the Vendors have sold the Eight Land to Puranchand Kaluram Rajput.

10. Sale Deed dated 1st August, 1997 executed between Maruti Bemtya Patil and Ismail Ebrahim Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No.1630 of 1997, the Maruti Bemtya Patil has sold the Ninth Land to Ismail Ebrahim Dhariwal.
11. Sale Deed dated 27th April 1993 executed between Padmabai Anant Waghmare and Ebrahim Ismail Dhariwal and registered with the office of the Sub Registrar of Assurances under Serial No.1904 of 1997, the Padmabai Anant Waghmare has sold the Tenth Land to Ebrahim Ismail Dhariwal.
12. Sale Deed dated 23rd June, 2006 executed between Jagannath Padu Thombre and Budhibai Ram Patil therein referred to as the Vendors of the one part and Puranchand Kaluram Rajput therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.4634 of 2006, the Jagannath Padu Thombre and Budhibai Ram Patil have sold the Eleventh Land to Puranchand Kaluram Rajput.
13. Sale Deed dated 31st December, 1998 executed between Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrahee Adam Khan Pathan therein referred to as the Vendors of the one part and Ismail Ebrahim Dhariwal therein referred to as the Purchaser of the other part and registered with the office of the Sub Registrar of Assurances under Serial No.202 of 1998, the Cassum Ibrahim Quereshi & others have sold the Twelfth Land to Ismail Ebrahim Dhariwal.
14. Sale Deed dated 24th March, 1977 executed between Eboo Hasan Quereshi as the Vendor of the one part and Minanat Ganpat Bihari as the purchase of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 63 Vol. 814, the Eboo Hasan Quereshi has sold the Thirteenth Land to Minanat Ganpat Bihari.
15. Sale Deed dated 11th August 1995 executed between Minanat Ganpat Bihari therein referred to as the Vendor of the one part and Rajarani Deshraj Soni and registered with the office of the Sub Registrar of Assurances under Serial No. 3244 of 1995, the Minanat Ganpat Bihari has sold the Thirteenth Land to Rajarani Deshraj Soni.
16. Sale Deed dated 25th February 1985 executed between Cassum Ibrahim Quereshi, Maqbool Ibrahim Quereshi, Adam Ibrahim Quereshi, Babamia Ibrahim Quereshi, Bashir Ibrahim Quereshi and Sugrahee Adam Khan Pathan and Amina Ibrahim Quereshi as the Vendors of the one part and Yahyabhai Ebrahim Dhariwal as the Purchase of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 121 of 1985, the Cassum Ibrahim Quereshi & others have sold the Fourteenth Land to Yahyabhai Ebrahim Dhariwal.
17. Sale Deed dated 21st May 1997 executed between M/s. Dhariwal Development through its partners Ismail Ebrahim Dhariwal, Badruddin Ebrahim Dhariwal, Yahyabai Ebrahim Dhariwal and Mohsin Ebrahim Dhariwal and Aishwarya Financial Pvt. Ltd. and registered with the office of the Sub Registrar of Assurances under Serial No. 1470 of 1997 (old No.1106 of 1997), Dhariwal Development has sold portion of the Fourteenth Land (admeasuring 20,000 square metres) to Aishwarya Financial Pvt. Ltd..

86/0

इतर पावती

Original/Duplicate

Thursday, 29 June 2017 1:36 PM

नोंदणी क्र.: 39न

Regn.: 39M

पावती क्र.: 6411

दिनांक: 29/06/2017

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: पवल-0-2017

दस्तऐवजाचा प्रकार :

सादर करण्याच्या नाव: चंद्रकांत बी कांबळे

वर्णन अर्ज क्र 1274/17 मौजे कोळखे सर्व्हे नं.95/4 97/2 98/6 क 96/2 96/3अ 96/3 ब, 98/0 , 98/अ/1, 98/6/अ/2, 98/6 ब, 98/6ड 97/1 94/1 ड , 96/1 सन 2012 ते 2017

शोध व निरीक्षण

रु. 4200.00

एकूण:

रु. 4200.00

JOINT S. R. PANVEL 1

महसुल निरीक्षक, वर्ग-२
(पन्वेल-२)

1); देयकाचा प्रकार: eChallan रक्कम: रु.4200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002788813201718M दिनांक: 29/06/2017

बँकेचे नाव व पत्ता:

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CHANDRAKANT B. KAMBLE.

Search Clerk

17, Shivprasad, Namdeo Patil Wadi,
Patharli Road, Dombivali (East),
Taluka Kalyan, District Thane.

Date : 11th July, 2017

To,
Prasanna S Tare
Advocate,
124/AA, Amar Chowk,
Worli Koliwada,
Mumbai - 400 030

Subject : Investigation of Title in respect of

Re : Non – Agricultural Property situated at Village – Kalokhe, Taluka –
Panvel, District – Raigad bearing

<u>OLD GUT NOS.</u>	<u>NEW GUT NOS.</u>
94/1-B (PT)	94/1-D
98/6 (PT)	98/6-A (1), 98/6-A (2), 98/6-B, 98/6-C 98/6-D 98/3A/2
-----	96
95/3 (PT)	95/3-A and 95/3-B
-----	95/1
-----	95/2
-----	95/4
-----	97/1
-----	97/2

Admeasuring :-



Sir,

As per your instructions, I have taken the search of above mentioned property at, Panvel - 1 , Panvel - 2, Panvel - 3, Panvel - 4 and Panvel - 5 Sub- Registrar offices from year 2012 to 2017 (6 years)

While taking searches, I have found documents Registered / Indexed therein.
(Please see inside page.)



Chandrakant Kamble

10th July, 2017

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AT PANVEL - 1 , PANVEL - 2, PANVEL - 3, PANVEL - 4 AND PANVEL - 5 SUB- REGISTRAR OFFICES

Year 2012

NIL

Year 2013

Year - 2012

NIL

Year - 2013

Sr No.	Particulars	Details of Documents
1	<u>DEVELOPMENT AGREEMENT</u> Rs. 20,00,00,000/-, M.V. Rs. 1,47,69,03,000 1. M/s Dhariwala Development through Partner – Ismail Ibrahim Dhariwala 2. M/s Dhariwala Development through Partner – Mohsin Ibrahim Dhariwala 3. M/s Dhariwala Development through Partner – Kutub Badruddin Dhariwala 4 M/s Dhariwala Development through Partner – Yahaya Ibrahim Dhariwala 5 Sara Moiz Unwala 6. Zakia Badruddin Dhariwala 7. Kutub Badruddin Dhariwala 8. Aziz Ismail Dhariwala 9. Ismail Ibrahim Dhariwala 10. Mohsin Ibrahim Dhariwala 11. Yahaya Ibrahim Dhariwala To, M/s . Paradise Life Spaces L.L.P. thorough Partner – Manish Madhu Bathija	DATE : 23.01.2013 REGN : 23.01.2013 <u>SERIALNO.:-</u> PVL-4/791/2013



SCHEDULE :**Survey/Hissa No.****AREA**

95/1	0H-19R-0P
98/10B	0H-50R-8P
99/0	0H-44R-0P
101/4A	0H-20R-7P
101/4C	0H-16R-7P
101/5	0H-71R-01P
101/6	0H-32R-9P
101/7	0H-42R-0P
101/9	0H-51R-1P
101/10A	0H-44R-9P
110/11	0H-66R-30P
103/1	0H-07R-3P
103/2	0H-72R-1P
103/3	0H-12R-4P
103/4	0H-65R-8P
95/2	0H-35R-0P
95/3A	0H-18R-0P
101/8B	0H-59R-0P
101/10	0H-57R-4P
98/2	0H-39R-7P
98/4/2A	0H-36R-4P
98/9	0H-17R-2P
101/3	0H-21R-2P
101/8A	0H-44R-3P
102	0H-39R-2P
98/4/2B	0H-37R-7P
98/7/3	0H-08R-0P
101/10B	0H-40R-5P
98/1	0H-27R-1P
98/4A	0H-37R-8P
98/8	0H-26R-0P
98/10A	0H-14R-6P
98/5	0H-44R-31P

TOTAL**126241 sq.mts.**

2	<p>DEED OF MORTGAGE</p> <p>90,00,00,000/-, M.V.Rs. 0.00/-</p> <p>1. Sanvo resorts Pvt. Ltd. through Its Director Chetan Ramniklal Shah</p> <p>2. Marathon Realty Private Ltd. Through Its Director Chetan Ramniklal Shah</p> <p>To, Capital First Ltd. Through, Senior Manager- Kirtikant Kaviz</p> <p>SCHEDULE:-</p> <table><tr><td>Survey No.</td><td>Hissa No.</td></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table> <p>Admeasuring : 1596500 sq.fts.</p>	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	<p>DATE: 25.03.2013</p> <p>REGN : 25.03.2013</p> <p><u>SERIAL NO.:-</u> PVL-2/2010 /2013</p>
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													
3	<p>DEED OF MORTGAGE</p> <p>30,00,00,000/-, M.V.Rs. 0.00/-</p> <p>1. Sanvo resorts Pvt. Ltd. through Senior Manager (Finance)- Sagar Gala</p> <p>2. Marathon Realty Private Ltd. Through Senior Manager (Finanace) – Sagar Gala</p> <p>To, Capital First Ltd. Through, Senior Manager- Kirtikant Kaviz</p>	<p>DATE: 27.06.2013</p> <p>REGN : 27.06.2013</p> <p><u>SERIAL NO.:-</u> PVL-3/5129 /2013</p>												

SCHEDULE:-

Survey No.	Hissa No.
95	4,2,3A,3B,1
97	2,1
98	6C,6A(1), 6A (2), 6B, 6D
96	-
94	1D
Admeasuring : 1596500 sq.fts.	

Year - 2014

4

DEED OF MORTGAGE

DATE: 25.03.2014

25,00,00,000/-, M.V.Rs. 0.00/-

REGN : 25.03.2014

SERIAL NO.:-

PVL-2/2265 /2014

1. Sanvo resorts Pvt. Ltd. through
Authorised Signatory Sagar Gala
2. Marathon Realty Private Ltd. Through
Authorised Signatory - Sagar Gala

To,

Capital First Ltd. Through, Authorised Signatory -
Nilesh Singh

SCHEDULE:-

Survey No.	Hissa No.
95	4,2,3A,3B,1
97	2,1
98	6C,6A(1), 6A (2), 6B, 6D
96	-
94	1D
Admeasuring : 1596000 sq.fts.	



5	<p>DEED OF MORTGAGE</p> <p>40,00,00,000/-, M.V.Rs. 0.00/-</p> <p>1. Sanvo resorts Pvt. Ltd. through Authorised Signatory Sagar Gala</p> <p>2. Marathon Realty Private Ltd. Through Authorised Signatory – Sagar Gala</p> <p>To,</p> <p>Capital First Ltd. Through, Authorised Signatory - Nilesh Singh</p> <p>SCHEDULE:-</p> <table><tr><td>Survey No.</td><td>Hissa No.</td></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table> <p>Admeasuring : 1596000 sq.fts.</p>	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	<p>DATE: 27.06.2014</p> <p>REGN : 27.06.2014</p> <p><u>SERIAL NO.:-</u> PVL-2/4722 /2014</p>
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													
Year -2015														
6	<p>DEED OF MORTGAGE</p> <p>100,00,00,000/-, M.V.Rs. 0.00/-</p> <p>1. Sanvo resorts Pvt. Ltd. through Senior Manager and Authorised Signatory Sagar Gala</p> <p>2. Marathon Realty Private Ltd. Through Senior Manager and Authorised Signatory – Sagar Gala</p> <p>To,</p> <p>Capital First Ltd. Through, Vice President Legal and Authorised Signatory - Nilesh Singh</p>	<p>DATE: 05.08.2015</p> <p>REGN : 05.08.2015</p> <p><u>SERIAL NO.:-</u> PVL-3/4516 /2015</p>												

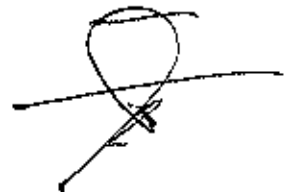
	SCHEDULE:- <table><tr><th>Survey No.</th><th>Hissa No.</th></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table> Admeasuring : 1596000 sq.fts.	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													
7	DEED OF Re-Conveyance of Mortgage Deed dated 25.03,2013 under serial No. PVL2/2010/2013 90,00,00,000/-, M.V.Rs. 0.00/- Capital First Ltd. Through, Assistant Vice - President Legal - Nilesh Singh To 1. Sanvo resorts Pvt. Ltd. through Senior Manager Authorised Signatory Sagar Gala 2. Marathon Realty Private Ltd. Through Senior Manager – Sagar Gala SCHEDULE:- Admeasuring : 1596000 sq.fts <table><tr><th>Survey No.</th><th>Hissa No.</th></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table>	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	DATE: 04.09.2015 REGN : 04.09.2015 SERIAL NO.:- PVL-3/5086 /2015
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													

8	<p>DEED OF Re-Conveyance of Mortgage Deed dated 25.03,2014 under serial No. PVL2/2265/2014</p> <p>25,00,00,000/-, M.V.Rs. 0.00/-</p> <p>Capital First Ltd. Through, Assistant Vice President Legal - Nilesh Singh</p> <p>To</p> <p>1. Sanvo resorts Pvt. Ltd. through Senior Manager Authorised Signatory Sagar Gala</p> <p>2. Marathon Realty Private Ltd. Through Senior Manager – Sagar Gala</p> <p>SCHEDULE:-</p> <table><tr><td>Survey No.</td><td>Hissa No.</td></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table> <p>Admeasuring : 1596000 sq.ft.</p>	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	<p>DATE: 04.09.2015</p> <p>REGN : 04.09.2015</p> <p><u>SERIAL NO.:-</u> PVL-3/5087 /2015</p>
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													
9	<p>DEED OF Re-Conveyance of Mortgage Deed dated 27.06,2013 under serial No. PVL3/5129/2013</p> <p>30,00,00,000/-, M.V.Rs. 0.00/-</p> <p>Capital First Ltd. Through, Assistant Vice President Legal - Nilesh Singh</p> <p>To</p> <p>1. Sanvo resorts Pvt. Ltd. through Senior Manager Authorised Signatory Sagar Gala</p> <p>2. Marathon Realty Private Ltd. Through Senior Manager – Sagar Gala</p>	<p>DATE: 04.09.2015</p> <p>REGN : 04.09.2015</p> <p><u>SERIAL NO.:-</u> PVL-3/5088 /2015</p>												

	SCHEDULE:- <table><tr><td>Survey No.</td><td>Hissa No.</td></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table> <p>Admeasuring : 1596000 sq.fts.</p>	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													
10	<p>DEED OF Re-Conveyance of Mortgage Deed dated 27.06,2014 under serial No. PVL2/4722/2014 40,00,00,000/-, M.V.Rs. 0.00/- Capital First Ltd. Through, Assistant Vice - President Legal - Nilesh Singh To 1. Sanvo resorts Pvt. Ltd. through Senior Manager Authorised Signatory Sagar Gala 2. Marathon Realty Private Ltd. Through Senior Manager – Sagar Gala</p> <p>SCHEDULE:-</p> <table><tr><td>Survey No.</td><td>Hissa No.</td></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table> <p>Admeasuring : 1596000 sq.fts.</p>	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	<p>DATE: 04.09.2015</p> <p>REGN : 04.09.2015</p> <p><u>SERIAL NO.:-</u> PVL-3/5089 /2015</p>
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													
Year - 2016														
NIL														

Year 2017

11	DEED OF Re-Conveyance of Mortgage Deed dated 05.08,2015 under serial No. PVL3/4516/2014 100,00,00,000/-, M.V.Rs. 0.00/- Capital First Ltd. Through, Akshita Dubey To 1. Sanvo resorts Pvt. Ltd. through Senior Manager Authorised Signatory Sagar Gala 2. Marathon Realty Private Ltd. Through Senior Manager – Sagar Gala SCHEDULE:- <table><tr><th>Survey No.</th><th>Hissa No.</th></tr><tr><td>95</td><td>4,2,3A,3B,1</td></tr><tr><td>97</td><td>2,1</td></tr><tr><td>98</td><td>6C,6A(1), 6A (2), 6B, 6D</td></tr><tr><td>96</td><td>-</td></tr><tr><td>94</td><td>1D</td></tr></table> Admeasuring : 1596000 sq.ft.	Survey No.	Hissa No.	95	4,2,3A,3B,1	97	2,1	98	6C,6A(1), 6A (2), 6B, 6D	96	-	94	1D	DATE: 27.02.2017 REGN : 27.02.2017 SERIAL NO.:- PVL-3/904 /2017
Survey No.	Hissa No.													
95	4,2,3A,3B,1													
97	2,1													
98	6C,6A(1), 6A (2), 6B, 6D													
96	-													
94	1D													



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DEED OF MORTGAGE

DATE: 27.02.2017

125,00,00,000/-, M.V.Rs. 0.00/-

REGN : 27.02.2017

1. Sanvo resorts Pvt. Ltd. through

SERIAL NO.:-

Authorised Signatory Sagar Gala

PVL-3/906 /2017

2. Marathon Realty Private Ltd. Through

Authorised Signatory – Sagar Gala

To,

Indusind Bank Limited

SCHEDULE:-

Survey No.	Hissa No.
95	4,2,3A,3B,1
97	2,1
98	6C,6A(1), 6A (2), 6B, 6D
96	-
94	1D
Admeasuring : 1596000 sq.fts.	

Annexure - 'C'

Nitin R. Joshi

B.COM., LL.B., D.C.E.C., F.C.S.

COMPANY SECRETARY

415, Marathon Max, Next to Udyog Kshetra, Jn. Of L.B.S. Marg & Goregaon Link Road, Mulund (W),
Mumbai-400 080. Tel. 2562 3660. Cell 98201 29178. E-mail: n_r_joshi@yahoo.com

Date : 28.06.2017

To,
SANVO RESORTS PRIVATE LIMITED
702, Marathon Max, Jn. of Mulund Goregaon Link Road,
Mulund West,
Mumbai 400 080.

Dear Sir,

Sub : Search Report of SANVO RESORTS PRIVATE LIMITED for creation/
modification of charge.

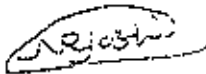
We have carried out the Search of the documents relating creation/modification of
Charges to the above named Company, available for inspection on 27.06.2017, on
the MCA portal of Government of India, and following information found from record
of Office of Registrar of Companies.

COMPANY'S NAME : SANVO RESORTS PRIVATE LTD.
COMPANY'S REGD. NO. : U55103MH2001PTC132675
DATE OF INCORPORATION : 10.07.2001
REGD. OFFICE ADDRESS : 702, Marathon Max,
Jn. Of Mulund Goregaon Link Road,
Mulund West,
Mumbai 400 080.
AUTHORISED SHARE CAPITAL : Rs.1,00,000/- (Rupees One Lakh)
SUBSCRIBED & PAID-UP CAPITAL : Rs.1,00,000/- (Rupees One Lakh)

Details of charge created by the company and filed with office of Registrar
Companies are attached herewith. (As per Annexure I) along with Original cash
counter receipts for the said Search for your records.

Thanking you,

Yours faithfully,



(NITIN R. JOSHI)

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN : C15240153

Service Request Date : 27/06/2017

Payment made into : UNION BANK OF INDIA

Received From :

Name : chandrakant tukaram palayekar
Address : 415, marathon max
next to udyog kshetra mulund (west)
Mumbai , Maharashtra
India - 40400080

Full Particulars of Remittance

Service Type: Fee for inspection of Public documents

Service Description	Type of Fee	Amount (Rs.)
Inspection of Public documents of SANVO RESORTS PRIVATE LIMITED (UEE103ME2001PTC132675)	Normal	100.00
Total		100.00

Mode of Payment: Internet Banking - Union Bank Of India

Received Payment Rupees: One Hundred Only

Note: View public documents service is available for 3 hrs per company, from the time the first document is viewed, and is valid for 1 week

Housiey.com

DETAILS OF CHARGE CREATED/REGISTERED BY M/S. SANVO RESORTS PRIVATE LIMITED AS PER MCA PORTAL

Sr. No.	Date of the Instrument creating or modifying of charge	Particulars of the Charge Holder	Charge Amount (Rs.)	Short particulars of the property charged	Nature of description of the instrument(s) creating or Modifying	Charge ID
1	Creation of Charge dt. 27.02.2017	INDUSIND BANK LTD. 2401 Gen Thimmayya Road, Condemment, Pune-411001	1,250,000,000=00	First exclusive charge by way of registered mortgage on all rights, interest & title for the upcoming residential project name "Marathon Nexzone" having saleable area of 15,70,958 sq.ft. coming up at Farvel, Mumbai. First and exclusive charge by way of hypothecation on all buildings & structures & project sold & unsold receivables for the upcoming residential project "Marathon Nexzone" having saleable area of 15,70,958 sq. ft. coming at Farvel, Mumbai. PJC for total facility amount. Personal Guarantee of Mr. Chetan Shah and Mr. Mayur Shah. Corporate Guarantee of Sanvo Resorts Pvt. Ltd. Loan is availed by Marathon Realty Pvt. Ltd. as detailed in the Deed of Mortgage cum Charge dated February 27, 2017.	Deed of Mortgage cum charge Dated 27.02.2017	1690816528
2	Creation of charge Dt. 29.12.2015	HDFC BANK LIMITED, HDFC Bank House, Senapati Bapat Marg, Lower Parcel (West), 400013	27,472,000=00	Exclusive charge on 6(ONE) Vehicles by way of hypothecation namely - SCHINDLER ELEVATOR 555240 (YEAR OF MANUFACTURE 2015)	Agreement for loan and Guarantee (Barcode No. 81793818) Rs.13716000/- X 2 Cents = Rs.27432000/-	169051359

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(see 2.01)

Sl. No.	Date of the instrument creating or modifying of charge	Particulars of the Charge Holder	Charge Amount (Rs)	Short particulars of the property charged	Nature of description of the instrument(s) creating or Modifying	Charge ID
3	Creation of charge Dt. 27.11.2015	HDFC BANK LIMITED, HDFC Bank House, Senapati Bapat Marg, Lower Panel (West), 400013	33,700,000.00	Exclusive charge on ONE Equipment by way of hypothecation namely FORMWORK (Year of Manufacture 2015)	Agreement for Loan and Guarantee (Barcode No. 81633108)	100000293
4	Creation of charge Dt. 30.10.2015	HDFC BANK LIMITED, HDFC Bank House, Senapati Bapat Marg, Lower Panel (West), 400013	39,080,000.00	Exclusive charge on Two Equipment by way of hypothecation namely - MFE FORM WORK (Year of Manufacture 2015)	Agreement for Loan and Guarantee (Barcode No. 81633108) (Rs.1680000/- + Rs.37100000) - Rs.39080000/-	100000303
5	Creation of Charge Dt. 08.02.2014	HDFC BANK LIMITED, HDFC Bank House, Senapati Bapat Marg, Lower Panel (West), 400013	5,030,000.00	Hypothecation of 1 No. Equipment namely : JUNGTAJ JL 5510 TOWER CRANE	Agreement for Loan and Guarantee (Barcode No. 80869665)	100000309
6	Creation of Charge Dt. 25.01.2014	HDFC BANK LIMITED, HDFC Bank House, Senapati Bapat Marg, Lower Panel (West), 400013	2,162,000.00	Hypothecation of Equipment namely: JCB 470X (Yr. of manufacturing 2014)	Agreement for Loan and Guarantee (Barcode No. 80869665)	100000309

Annex 3.1.1

Sr. No.	Date of the instrument creating or modifying of charge	Particulars of the Charge Holder	Charge Amount (Rs.)	Short particulars of the property charged	Nature of description of the instrument(s) creating or Modifying	Page No.
7	Creation of Charge dt. 17.10.2013	ICICI BANK LIMITED Landmarke Course Circle, Alkapuri, Baroda - 390015	9,774,190-00	Hypothecation of Equipment namely : Concrete Pump, SP 1800 - 2 Nos. Hypothecation of Equipment namely : Schwing Concrete Pump, SP 1400D - 2 Nos.	Deed of Hypothecation dated 17th October, 2013	104/10837
8	Creation of Charge dt. 27.08.2013	HDFC BANK LIMITED, HDFC Bank House, Senapati Bapat Marg, Lower Parcel (West), 400013	154,349,000-00	Hypothecation of 5 Nos. Equipments namely : MFE FORMWORK (Year Of Manufacture: 2013)	Agreement for Loan and Guarantee. (Barcode No.: 80685718) (Rs.2583000/- + Rs.64206000/- + Rs.2520000/- + Rs.20840800/- + Rs.64200000/-) = Rs.154349000/-	104/10801
9	Creation of Charge dt. 30.07.2013	ICICI BANK LIMITED Landmark Course Circle, Alkapuri, Baroda - 390015	3,355,460-00	Back and Pinton Material cum Labour Hoist - Model : SC200/200-65-FC-LS	Deed of Hypothecation dated 30th July, 2013	104/1574
10	Creation of Charge dt. 06.06.2013	HDFC BANK LIMITED, HDFC Bank House, Senapati Bapat Marg, Lower Parcel (West), 400013	4,720,000-00	Hypothecation of 2 Nos. Equipments namely : SCHWING STEETTER CONCRETE PUMP SP 1800. (Year Of Manufacture: 2013)	Agreement for Loan and Guarantee. (Contract No.: 806405011 / 806588541) (Rs.2360000/- X 2 Conts.) = Rs.4720000/-	104/10837

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