

KMV/ASM/ **1427** /2016

CERTIFICATE OF TITLE

Re: Lands bearing **Cadastral Survey No. 1/136** admeasuring 10397.73 sq. mtrs., **Cadastral Survey No. 1G/136** admeasuring 155.35 sq. mtrs., **Cadastral Survey No. 1H/136** admeasuring 4069.37 sq. mtrs., **Cadastral Survey No. 1I/136** admeasuring 1914.12 sq. mtrs. and **Cadastral Survey No. 1J/136** admeasuring 172.89 sq. mtrs., admeasuring in the aggregate 16,709.46 sq. mtrs. or thereabouts corresponding to lands formerly bearing Cadastral Survey No. 1/136 comprising of Plot Nos. 7, 8, 9, 11, 12 admeasuring in the aggregate 4,457.38 sq. mtrs. or thereabouts, Cadastral Survey No.1A/136 (part) bearing Plot No. 10 admeasuring 1071.91 sq. mtrs. or thereabouts and a private passage having the width of 30 feet admeasuring 1035.12 sq. mtrs. or thereabouts, Cadastral Survey No.133 admeasuring 302.81 sq.mtrs or thereabouts and Cadastral Survey No.114 admeasuring 10,145.05 sq.mtrs or thereabouts admeasuring in the aggregate 15940.36 sq. mtrs. or thereabouts of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai – 400 018. (“**the said Property**”)

1. We have by our Certificates of Title bearing Reference Nos. KMV/ASM/6647/2013 and KMV/ASM/6648/2013 both dated 5th September, 2013 issued in respect of the lands bearing Cadastral Survey No. 1/136 comprising of Plot Nos. 7, 8, 9, 11, 12 admeasuring in the aggregate 4,457.38 sq. mtrs. or thereabouts, Cadastral Survey No.1A/136 (part) bearing Plot No. 10 admeasuring 1071.91 sq. mtrs. or thereabouts and a private passage having the width of 30 feet admeasuring 1035.12 sq. mtrs. or thereabouts, Cadastral Survey No.133 admeasuring 302.81 sq.mtrs or thereabouts, Cadastral Survey No.114 admeasuring 10,145.05 sq.mtrs or thereabouts and by our Supplemental Certificate of Title bearing Reference No. KMV/ASM/8978/2014 dated 29th October, 2014 issued in respect of land bearing Cadastral Survey No. 1H/136 admeasuring 4069.37 sq. mtrs. or thereabouts all of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai – 400 018 and more particularly described in the Schedules hereunder written, certified that subject to the charge of HDFC Limited and Axis Bank Limited being cleared, Provenance Land Private Limited (formerly known as Magus Estates and Hotels Private Limited) has a clear and marketable title with respect to the said lands.

2. The aforesaid lands that were the subject matter of the Certificates of Title bearing Reference Nos. KMV/ASM/6647/2013 and KMV/ASM/6648/2013 both dated 5th September, 2013 were amalgamated and subsequently sub-divided into

lands bearing Cadastral Survey No. 1/136 admeasuring 10397.73 sq. mtrs., Cadastral Survey No. 1F/136 admeasuring 302.81 sq. mtrs., Cadastral Survey No. 1G/136 admeasuring 155.35 sq. mtrs., Cadastral Survey No. 1H/136 admeasuring 4069.37 sq. mtrs., Cadastral Survey No. 1I/136 admeasuring 1914.12 sq. mtrs. and Cadastral Survey No. 1J/136 admeasuring 172.89 sq. mtrs.

3. From and out of the aforesaid lands mentioned in Paragraph 2 above, the lands bearing Cadastral Survey No. 1/136 admeasuring 10397.73 sq. mtrs., Cadastral Survey No. 1G/136 admeasuring 155.35 sq. mtrs., Cadastral Survey No. 1H/136 admeasuring 4069.37 sq. mtrs., Cadastral Survey No. 1I/136 admeasuring 1914.12 sq. mtrs. and Cadastral Survey No. 1J/136 admeasuring 172.89 sq. mtrs. all admeasuring in the aggregate 16,709.46 sq. mtrs. or thereabouts of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai – 400 018 shall hereinafter be collectively referred to as **“the said Property”**.

4. We are issuing this Certificate of Title for the limited purpose of consolidating what we have observed and recorded in our aforesaid Certificates of Title and Supplemental Certificate of Title. Our Certificate is limited to the extent of the contents of our earlier Certificates of Title and Supplemental Certificate of Title and we have not perused any further documents on title nor have we undertaken any further Search Report with respect to the said Property.

5. On the basis of our earlier Certificates of Title and Supplemental Certificate of Title we have to state as under:

I. Plot bearing No.7 admeasuring 1040 sq.mtrs or thereabouts and Plot No. 8 admeasuring 881.41 sq.mtrs or thereabouts admeasuring in the aggregate 1921.41 sq.mtrs or thereabouts forming part of the land bearing Cadastral Survey No.1/136 (formerly bearing Cadastral Survey No. 1C/136) of Lower Parel Division:

- (i) One Karsondas Dharamsey HUF was the owner of and was seized and possessed of or otherwise well and sufficiently entitled to the land bearing C. S. No.136 (part) of Lower Parel Division, Mumbai admeasuring 18,124 sq. yds. or thereabouts situate, lying and being at Haines Road, now known as Dr. E. Moses Road, Worli, Mumbai-400 018 (hereinafter referred to as **“the said larger property”**).
- (ii) By a Deed of Conveyance dated 17th March,1941 made between Karsondas Dharamsey, Chandrakant Karsondas, Krishnakant Chandrakumar and Pushpakant Chandrakumar, the co-parceners constituting Karsondas Dharamsey HUF of the One Part and Mahipatram Govindji Raval, Dullabhdas Vithaldas Mody and Jadavji Dullabhdas Mody, the then partners of Messrs. Raval and Company of the Other Part and registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. 2252 of 1941, the said Karsondas Dharamsey and others granted, conveyed, sold

and transferred the said larger property in favour of Mahipatram Govindji Raval and others at or for the consideration therein contained.

- (iii) Under the aforesaid Deed of Conveyance, Karsondas Dharamsey and others granted a right in favour of Mahipatram Govindji Raval and others in respect of a passage marked "Y" on the plan annexed thereto as a temporary passage from Haines Road to the said larger property till such time the said Karsondas Dharamsey and others provide another means of access by a passage not less than 20 feet from Haines Road to the said larger property.
- (iv) In addition to the aforesaid the said Karsondas Dharamsey and others also granted in favour of Mahipatram Govindji Raval and others the right of way over and along a katcha road to be constructed by the said Karsondas Dharamsey and others and marked with the letter "R" on the plan annexed to the said Deed of Conveyance.
- (v) It may be noted that we have not perused the aforesaid plan annexed to the aforesaid Deed of Conveyance.
- (vi) Pursuant to the said Mahipatram Govindji Raval & Others purchasing the said larger property, the said larger property was divided into 12 plots.
- (vii) It appears that Dullabhdas Vithaldas Mody, one of the partners of the said Messrs. Raval and Company died on 10th April 1950 leaving behind his Last Will and Testament dated 26th August 1948 whereby he appointed his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody as the Executors of his Will and Testament. It appears that by the aforesaid Will, Late Dullabhdas Vithaldas Mody bequeathed his share in the aforesaid partnership business in favour of his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody. On perusal of the documents furnished to us, we understand that Probate of the Last Will and Testament dated 26th August 1948 of Late Dullabhdas Vithaldas Mody was granted in favour of Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody by the Hon'ble High Court at Bombay on 26th August 1954.
- (viii) By an Indenture of Lease dated 14th February 1956 made between 1(i) Mahipatram Govindji Raval and (ii) Jadhavji Dullabhdas Mody in their capacity as the then partners of the partnership firm of Messrs. Raval and Company, 2(i) Jadhavji Dullabhdas Mody and (ii) Kantilal Dullabhdas Mody in their capacity as the Executors of the Last Will and Testament dated 26th August 1948 of Late Dullabhdas Vithaldas Mody therein called "the Lessors" of

the One Part and Pritamdas Naraindas Punjabi, Govindram Naraindas Punjabi, Devibai Naraindas Punjabi, Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi (the last three being minors represented by their mother and natural guardian Devibai Naraindas Punjabi) therein called "the Lessees" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. 4877 of 1956, the said Mahipatram Govindji Raval and others demised unto the said Pritamdas Naraindas Punjabi and others certain Plots of land forming part of the said larger property including Plots bearing No.7 admeasuring 1244 sq. yds. equivalent to 1040 sq. mtrs. and Plot No.8 admeasuring 1054 sq. yds. equivalent to 881 sq. meters or thereabouts admeasuring in the aggregate 1921.41 sq. mtrs. or thereabouts for a term of 99 years commencing from 14th February 1956 at or for the rent thereby reserved and subject to the covenants, conditions and stipulations therein contained.

(ix) The aforesaid Plot No.7 admeasuring 1244 sq. yds. equivalent to 1040 sq. mtrs. or thereabouts (**hereinafter referred to as "Plot No.7"**) and Plot No.8 admeasuring 1054 sq. yds. or thereabouts equivalent to 881 sq. mtrs. or thereabouts (**hereinafter referred to as "Plot No.8"**) are more particularly described in the **First Schedule** hereunder written.

(x) By the aforesaid Indenture of Lease dated 14th February 1956, the said Mahipatram Govindji Raval and others granted in favour of the said Pritamdas Naraindas Punjabi and others a right to pass and repass along the private road having the width of 40 feet indicate on the plan thereto annexed and marked with letter "X" from Haines Road to the said Plot No.7 and Plot No.8 (hereinafter referred to as "**the private road**"). Further, the said Mahipatram Govindji Raval and others also granted in favour of the said Pritamdas Naraindas Punjabi and others a right to pass and repass along the private passage having the width of 30 feet indicate on the plan thereto annexed and marked with letter "Z" (hereinafter referred to as "**the private passage**").

(xi) The aforesaid Indenture further provided that the right of the Lessee i.e., Pritamdas Naraindas Punjabi and others to the aforesaid right of way shall be limited to the extent of the rights of the Lessor, i.e., Mahipatram Govindji Raval and others under the aforesaid Deed of Conveyance dated 17th March 1941.

(xii) It may be noted that we have not been furnished with the plan annexed to the aforesaid Indenture of Lease dated 14th February, 1956.

- (xiii) It appears that Pritamdas Naraindas Punjabi and others the Lessees in respect of the said Plot No.7 and Plot No.8 constructed certain buildings and structures on the said Plots.
- (xiv) It appears that Devibai Naraindas Punjabi, one of the Lessees under the aforesaid Indenture of Lease dated 14th February 1956 died leaving behind her Last Will and Testament dated 8th December 1965 whereby she appointed her sons Pritamdas Naraindas Punjabi, Govindram Naraindas Punjabi, Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi as the Executors of her Last Will and Testament.
- (xv) It appears that by the aforesaid Last Will and Testament dated 8th December 1965, the said Devibai Naraindas Punjabi bequeathed her undivided share, right, title and interest in the aforesaid two plots of land namely Plot No.7 and Plot No.8 in favour of her sons Pritamdas Naraindas Punjabi, Govindram Naraindas Punjabi, Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi in the manner therein contained.
- (xvi) A Probate of the aforesaid last Will and Testament of late Devibai Naraindas Punjabi was granted by the Hon'ble High Court at Bombay on 27th March 1972.
- (xvii) Pritamdas Naraindas Punjabi, one of the Original Lessees under the aforesaid Indenture of Lease dated 14th February, 1956 and one of the beneficiaries under the Last Will and Testament dated 8th December, 1965 of late Devibai Naraindas Punjabi died on 27th September 1972 leaving behind his Last Will and Testament dated 19th April, 1971.
- (xviii) It appears that by the aforesaid Last Will and Testament dated 19th April 1971, the said Pritamdas Naraindas Punjabi bequeathed his one third undivided share, right, title and interest in the aforesaid two plots of land namely Plot No.7 and Plot No.8 in favour of his widow Sushila Pritamdas Punjabi and his remaining 2/3rd undivided share, right, title and interest in the aforesaid two plots of land namely Plot No.7 and Plot No.8 in favour of his son Prakash Pritamdas Punjabi.
- (xix) A Probate of the aforesaid Last Will and Testament dated 19th April, 1971 of Late Pritamdas Naraindas Punjabi was granted by the Hon'ble High Court at Bombay on 28th May 1974.
- (xx) By a Deed of Assignment dated 10th May 1990 made between Gobindram Naraindas Punjabi, Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi in their

individual capacities therein referred to as “the First Assignors” of the First Part, (1) Gobindram Naraindas Punjabi, (2) Kishin Naraindas Punjabi, (3) Arjun Naraindas Punjabi and (4) Bhagwan Naraindas Punjabi in their capacity as the Executors of the Last Will and Testament dated 8th December 1965 of Late Devibai Naraindas Punjabi therein referred to as “the Second Assignors” of the Second Part, (1) Gobindram Naraindas Punjabi, (2) Sushila Pritamdas Punjabi and (3) Prakash Pritamdas Punjabi in their capacity as the Executors of the Last Will and Testament dated 19th April 1971 of Late Pritamdas Naraindas Punjabi therein referred to as “the Third Assignors” of the Third Part, (1) Gobindram Naraindas Punjabi, (2) Kishin Naraindas Punjabi, (3) Arjun Naraindas Punjabi and (4) Bhagwan Naraindas Punjabi in their capacity as the beneficiaries under the Last Will and Testament dated 8th December 1965 of Late Devibai Naraindas Punjabi therein referred to as “the First Confirming Party” of the Fourth Part and (1) Sushila Pritamdas Punjabi and (2) Prakash Pritamdas Punjabi in their capacity as the beneficiaries under the Last Will and Testament dated 19th April 1971 of Late Pritamdas Punjabi therein referred to as “the Second Confirming Party” of the Fifth Part and Crompton Greaves Limited therein referred to as “the Assignee” of the Sixth Part and registered with the Office of Sub-Registrar of Assurances under Serial No. 1343 of 1990, the said Gobindram Naraindas Punjabi and others assigned and transferred in favour of Crompton Greaves Limited their respective undivided share, right, title and interest in the leasehold rights relating to the said Plot No.7 and Plot No.8 together with structures standing thereon for the residue of the then unexpired term of 99 years commencing from 14th February 1956 and subject to the covenants, stipulations and conditions recorded in the aforesaid Indenture of Lease dated 14th February 1956.

- (xxi) By virtue of the aforesaid Deed of Assignment dated 10th May 1990, Crompton Greaves Limited became entitled to the leasehold rights in respect of the said lands bearing Plot No.7 and Plot No.8 more particularly described in the First Schedule hereunder written together with the buildings and structures standing thereon and also became entitled to the right of way over and along the aforesaid private road and aforesaid private passage as contained under the aforesaid Indenture of Lease dated 14th February 1956.
- (xxii) It appears that pursuant to the acquisition of the leasehold rights in respect of the aforesaid Plots bearing Nos.7 and 8, Crompton Greaves Limited constructed additional buildings and structures on the said Plots.
- (xxiii) By a Deed of Rectification in the form of a Declaration dated 29th May 2002 executed by Mr. S. Jayaram in his capacity as the Senior

General Manager of Crompton Greaves Limited and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.2604 of 2002, the Schedule mentioned in the aforesaid Deed of Assignment dated 10th May 1990 was rectified and modified to the effect that the C. S. Numbers of the aforesaid Plots bearing Nos.7 and 8 were changed to read as C. S. No. 1C/136 of Lower Parel Division in place of C. S. No.1/136 (part) of Lower Parel Division.

(xxiv) By virtue of the aforesaid, it can be said that Messrs. Raval and Company were the Owners and Crompton Greaves Limited were the Lessess of the said lands bearing Plot No.7 and Plot No.8.

(xxv) By a Deed of Conveyance dated 29th November 2003 made between Rajnikant Jadavji Mody, Bharat Jadavji Mody, Ramesh Kantilal Mody, Atul Pratap Raval, Pranav Rasiklal Raval, Jayshree Hasmukh Mody, Satyen Hasmukh Mody, Prafula Ramesh Mody, Praful Atul Raval, Chirag Atul Raval, Harsha Pranav Raval, Kokila Rajnikant Mody, Jayshree Bharat Mody and Madhav Pranav Raval, the then partners of Messrs. Raval and Company therein referred to as "the Vendors" of the One Part and Magus Estate and Hotels Private Limited therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances at Bombay under No.8108 of 2003, the said Rajnikant J. Mody and Others granted, conveyed, sold and transferred the said lands bearing Plot No.7 and Plot No. 8 more particularly described in the First Schedule hereunder written in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) at or for the consideration therein contained and subject to the aforesaid Indenture of Lease dated 14th February 1956 read with the Deed of Assignment dated 10th May 1990 read with the aforesaid Deed of Rectification in the form of Declaration dated 29th May 2002.

(xxvi) By the aforesaid Deed of Conveyance dated 29th November 2003, Rajnikant J. Mody and others also granted in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) the right of way over and along the private passage having the width of 30 feet. referred to hereinabove which was shown in green and marked with letter "Z" on the plan annexed to the aforesaid Deed of Conveyance. It may be noted that we have not been furnished with the plan annexed to the said Deed of Conveyance dated 29th November 2003.

(xxvii) The aforesaid Deed of Conveyance further provides that the private road referred to hereinabove and referred to in the aforesaid Indenture of Lease dated 14th February 1956 was declared to be a public road known as Manjrekar Lane and in light thereof the said

Rajnikant Mody and others (who were the owners of said private road prior to its declaration as a public road) were not required to specifically grant any right of way in respect of the said private road in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited).

(xxviii) By a Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003 made between Crompton Greaves Limited therein referred to as "the Assignor" of the One Part and Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Assignee" of the Other Part and registered with the Office of Sub-Registrar of Assurances under Serial No.8120 of 2003, the said Crompton Greaves Limited assigned and transferred unto the said Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) their leasehold rights in respect of the said Plots of lands bearing Nos.7 and 8 more particularly described in the First Schedule hereunder written for the residue of the then unexpired term of 99 years commencing from 14th February 1956 and subject to the covenants, stipulations and conditions recorded in the aforesaid Indenture of Lease dated 14th February 1956 read with the Deed of Assignment dated 10th May 1990 and the Deed of Rectification in the form of Declaration dated 29th May 2002.

(xxix) By the aforesaid Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003, Crompton Greaves Limited also granted, conveyed, sold and transferred the buildings and structures standing on the said Plots bearing Nos.7 and 8 in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited).

(xxx) By virtue of the aforesaid Deed of Conveyance dated 29th November 2003 and the Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003, the ownership and leasehold rights in respect of the lands bearing Plot Nos.7 and 8 more particularly described in First Schedule hereunder written together with the buildings and structures standing thereon together with the right of way relating to the private passage referred to hereinabove vested in Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and the said Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) became the absolute owner in respect of the said plots of land.

II. Plot bearing No.9 admeasuring 1061.87 sq.mtrs or thereabouts forming part of the land bearing Cadastral Survey No.1/136 (formerly bearing Cadastral Survey No. 1D/136) of Lower Parel Division:

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- (i) One Karsondas Dharamsey HUF was the owner of and was seized and possessed of or otherwise well and sufficiently entitled to the land bearing C. S. No.136 (part) of Lower Parel Division, Mumbai admeasuring 18,124 sq. yds. or thereabouts situate, lying and being at Haines Road, now known as Dr. E. Moses Road, Worli, Mumbai-400 018 (hereinafter referred to as **“the said larger property”**).
- (ii) By a Deed of Conveyance dated 17th March 1941 made between Karsondas Dharamsey, Chandrakant Karsondas, Krishnakant Chandrakumar and Pushpakant Chandrakumar, the co-parceners constituting Karsondas Dharamsey HUF of the One Part and Mahipatram Govindji Raval, Dullabhdas Vithaldas Mody and Jadavji Dullabhdas Mody, the then partners of Messrs. Raval and Company of the Other Part and registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. 2252 of 1941, the said Karsondas Dharamsey and Others granted, conveyed, sold and transferred the said larger property in favour of Mahipatram Govindji Raval and others at or for the consideration therein contained.
- (iii) Under the aforesaid Deed of Conveyance, Karsondas Dharamsey and others granted a right in favour of Mahipatram Govindji Raval and others in respect of a passage marked “Y” on the plan annexed thereto as a temporary passage from Haines Road to the said larger property till such time the said Karsondas Dharamsey and others provide another means of access by a passage not less than 20 feet from Haines Road to the said larger property.
- (iv) In addition to the aforesaid the said Karsondas Dharamsey and others also granted in favour of Mahipatram Govindji Raval and others the right of way over and along a katcha road to be constructed by the said Karsondas Dharamsey and others and marked with the letter “R” on the plan annexed to the said Deed of Conveyance.
- (v) It may be noted that we have not perused the aforesaid plan annexed to the aforesaid Deed of Conveyance.
- (vi) Pursuant to the said Mahipatram Govindji Raval & Others purchasing the said larger property, the said larger property was divided into 12 plots.
- (vii) It appears that Dullabhdas Vithaldas Mody, one of the partners of the said Messrs. Raval and Company died on 10th April 1950 leaving behind his Last Will and Testament dated 26th August 1948 whereby he appointed his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody as the Executors of his Will and

Testament. It appears that by the aforesaid Will, Late Dullabhdas Vithaldas Mody bequeathed his share in the aforesaid partnership business in favour of his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody. On perusal of the documents furnished to us, we understand that the Probate of the Last Will and Testament dated 26th August 1948 of Late Dullabhdas Vithaldas Mody was granted in favour of Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody by the Hon'ble High Court at Bombay on 26th August 1954.

- (viii) By an Indenture of Lease dated 6th August 1951 made between 1(i) Mahipatram Govindji Raval and (ii) Jadhavji Dullabhdas Mody in their capacity as the then partners of the partnership firm of Messrs. Raval and Company, 2(i) Jadhavji Dullabhdas Mody and (ii) Kantilal Dullabhdas Mody in their capacity as the Executors of the Last Will and Testament dated 26th August 1948 of Late Dullabhdas Vithaldas Mody therein called "the Lessors" of the One Part and Waterproof Corporation Limited therein called "the Lessee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. 4366/4367 of 1951, the said Mahipatram Govindji Raval and others demised unto the said Waterproof Corporation Limited the Plot of land bearing No.9 admeasuring 1270 sq. yds. or thereabouts forming part of the larger property for a term of 99 years commencing from 6th August 1951 at or for the rent thereby reserved and subject to the covenants, conditions and stipulations therein contained.
- (ix) The aforesaid Plot No.9 admeasuring 1270 sq. yds. equivalent to 1061.87 sq. mtrs. or thereabouts (**hereinafter referred to as "Plot No.9"**) is more particularly described in the **Second Schedule** hereunder written.
- (x) It appears that Waterproof Corporation Limited, the Lessee in respect of the said Plot No.9 constructed certain buildings and structures on the said Plot.
- (xi) By a Deed of Assignment dated 30th April 1952 made between Waterproof Corporation Limited of the One Part and Saraswatidevi, wife of Rao Bahadur Shivratan Mohatta of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. 2652 of 1952, the said Waterproof Corporation Limited assigned and transferred unto the said Saraswatidevi Mohatta its leasehold rights in respect of the aforesaid land bearing Plot No.9 more particularly described in the Second Schedule hereunder written for the residue of the then unexpired term of 99 years commencing from 6th August 1951 and subject to the covenants, stipulations and conditions recorded in the aforesaid Indenture of Lease dated 6th August 1951.

- (xii) By virtue of the aforesaid, it can be said that Messrs. Raval and Company were the Owners and Saraswatidevi Mohatta was the Lessee in respect of the said land bearing Plot No.9.
- (xiii) By a Deed of Conveyance dated 29th April 2004 made between Rajnikant Jadavji Mody, Bharat Jadavji Mody, Ramesh Kantilal Mody, Atul Pratap Raval, Pranav Rasiklal Raval, Jayshree Hasmukh Mody, Satyen Hasmukh Mody, Prafula Ramesh Mody, Praful Atul Raval, Chirag Atul Raval, Harsha Pranav Raval, Kokila Rajnikant Mody, Jayshree Bharat Mody and Madhav Pranav Raval, the then partners of Messrs. Raval and Company therein referred to as "the Vendors" of the One Part and Mittal Communications Private Limited therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.7659 of 2004, the said Rajnikant Jadhavji Mody and others granted, conveyed, sold and transferred the said land bearing Plot No.9 in favour of Mittal Communications Private Limited at or for the consideration therein contained subject to the leasehold rights of Saraswatidevi Mohatta under the aforesaid Indenture of Lease dated 6th August 1951 read with the Deed of Assignment dated 30th April, 1962.
- (xiv) By a Deed of Conveyance of Reversionary Rights dated 30th October 2004 made between Mittal Communications Private Limited therein referred to as "the Vendors" of the One Part and Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.8584 of 2004, the said Mittal Communications Private Limited granted, conveyed, sold and transferred the said land bearing Plot No.9 in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) at or for the consideration therein contained subject to the Indenture of Lease dated 6th August 1951 read with the Deed of Assignment dated 30th April 1962.
- (xv) By virtue of the aforesaid Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) became entitled to the said Plot No.9 as the Owner in respect thereof subject to the leasehold rights of Saraswatidevi Mohatta in respect of the said plot of land.
- (xvi) Saraswatidevi Mohatta died intestate at Mumbai on or about 6th October 1987 leaving behind her Radhadevi Brijratan Mohatta, Rajendra Kumar Brijratan Mohatta and Virendra Kumar Brijratan

Mohatta as her only heirs and legal representatives as per the law of succession by which she was governed at the time of her death.

- (xvii) It appears that certain structures were constructed on the said Plot No.9 by the said Saraswatidevi Mohatta and/or her heirs.
- (xviii) By a Deed of Assignment dated 11th May 2005 made between Radhadevi Brijratan Mohatta, Rajendra Kumar Brijratan Mohatta and Virendra Kumar Brijratan Mohatta therein referred to as "the Assignors" of the One Part and Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Assignee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. 4440 of 2005, the said Radhadevi Brijratan Mohatta and others assigned and transferred in favour of Magus Estates and Hotels Private Limited their respective undivided share, right, title and interest in the leasehold rights relating to Plot No.9 more particularly described in the Second Schedule hereunder written.
- (xix) By the aforesaid Deed of Assignment dated 11th May 2005, Radhadevi Brijratan Mohatta and others also granted, conveyed, sold and transferred the buildings and structures standing on the said Plot bearing No.9 in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited).
- (xx) By virtue of the aforesaid Deed of Conveyance of Reversionary Rights dated 30th October 2004 and the Deed of Assignment dated 11th May 2005, the ownership and leasehold rights in respect of the land bearing Plot No.9 more particularly described in Second Schedule hereunder written together with the buildings and structures standing thereon vested in Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and the said Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) became the absolute owner in respect of the said plot of land.

III. Plot bearing No.11 admeasuring 777.6 sq.mtrs or thereabouts and Plot No. 12 admeasuring 696.49 sq.mtrs or thereabouts admeasuring in the aggregate 1474.10 sq.mtrs or thereabouts forming part of the land bearing Cadastral Survey No.1/136 (formerly bearing Cadastral Survey No. 1A/136 (pt)) of Lower Parel Division:

- (i) One Karsondas Dharamsey HUF was the owner of and was seized and possessed of or otherwise well and sufficiently entitled to the land bearing C. S. No.136 (part) of Lower Parel Division, Mumbai admeasuring 18,124 sq. yds. or thereabouts situate, lying and being at Haines Road, now known as Dr. E. Moses Road, Worli,

Mumbai-400 018 (hereinafter referred to as “**the said larger property**”).

- (ii) By a Deed of Conveyance dated 17th March 1941 made between Karsondas Dharamsey, Chandrakant Karsondas, Krishnakant Chandrakumar and Pushpakant Chandrakumar, the co-parceners constituting Karsondas Dharamsey HUF of the One Part and Mahipatram Govindji Raval, Dullabhdas Vithaldas Mody and Jadavji Dullabhdas Mody, the then partners of Messrs. Raval and Company of the Other Part and registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. 2252 of 1941, the said Karsondas Dharamsey and Others granted, conveyed, sold and transferred the said larger property in favour of Mahipatram Govindji Raval and others at or for the consideration therein contained.
- (iii) Under the aforesaid Deed of Conveyance, Karsondas Dharamsey and others granted a right in favour of Mahipatram Govindji Raval and others in respect of a passage marked “Y” on the plan annexed thereto as a temporary passage from Haines Road to the said larger property till such time the said Karsondas Dharamsey and others provide another means of access by a passage not less than 20 feet from Haines Road to the said larger property.
- (iv) In addition to the aforesaid the said Karsondas Dharamsey and others also granted in favour of Mahipatram Govindji Raval and others the right of way over and along a katcha road to be constructed by the said Karsondas Dharamsey and others and marked with the letter “R” on the plan annexed to the said Deed of Conveyance.
- (v) It may be noted that we have not perused the aforesaid plan annexed to the aforesaid Deed of Conveyance.
- (vi) Pursuant to the said Mahipatram Govindji Raval & Others purchasing the said larger property, the said larger property was divided into 12 plots.
- (vii) It appears that Dullabhdas Vithaldas Mody, one of the partners of the said Messrs. Raval and Company died on 10th April 1950 leaving behind his Last Will and Testament dated 26th August 1948 whereby he appointed his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody as the Executors of his Will and Testament. It appears that by the aforesaid Will, Late Dullabhdas Vithaldas Mody bequeathed his share in the aforesaid partnership business in favour of his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody. On perusal of the documents furnished to us, we understand that Probate of the Last Will and Testament

dated 26th August 1948 of Late Dullabhdas Vithaldas Mody was granted in favour of Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody by the Hon'ble High Court at Bombay on 26th August 1954.

(viii) By an Indenture of Lease Deed dated 21st December 1950 made between Mahipatram Govindji Raval, Jadhavji Dullabhdas Mody in their capacity as the then partners of the partnership firm of Messrs. Raval and Company, Jadhavji Dullabhdas Mody and Kantilal Dullabhdas Mody in their capacity as the executors of the last Will and Testament dated 26th August 1948 of Dullabhdas Vithaldas Mody therein referred to as "the Lessors" of the One Part and Naraindas Lalchand Punjabi therein referred to as "the Lessee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No.206/207 of 1951, the said Mahipatram Govindji Raval and others demised unto the said Naraindas Lalchand Punjabi certain plots of land including land bearing Plot No.11 admeasuring 777.6 sq. mtrs or thereabouts and Plot bearing No.12 admeasuring 696.49 sq.mtrs forming part of the said larger property for a term of 99 years commencing from 21st December 1950 at or for the rent thereby reserved and subject to the covenants, conditions and stipulations therein contained.

(ix) It appears that Naraindas Lalchand Punjabi the Lessee in respect of the aforesaid land bearing Plot Nos.11 and 12 and constructed certain buildings and structures on the said Plots.

(x) By an Indenture of Right of Way dated 3rd March 1952 made between Mahipatram Govindji Raval, Jadhavji Dullabhdas Mody in their capacity as the then partners of Messrs. Raval and Company and Jadhavji Dullabhdas Mody and Kantilal Dullabhdas Mody in their capacity as the executors of the Last Will and Testament of late Dullabhdas Vithaldas Mody therein referred to as "the Lessors" of the One Part and Seth Naraindas Lalchand Punjabi therein referred to as "the Lessee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. 1418 of 1952, the said Mahipatram Govindji Raval and others granted unto the said Seth Naraindas Lalchand Punjabi the Right of Way over and along the 40 feet wide private road (referred to as "private road" hereinabove) shown on the plan annexed to the said Indenture of Right of Way with letter "X" together with the right of way over and along a 30 feet wide private passage (referred to as "private passage" hereinabove) shown on the plan annexed to the aforesaid Indenture of Right of Way with letter "Z" on the terms and conditions therein contained.

- (xi) The aforesaid Plot No.11 admeasuring 777.6 sq. mtrs. or thereabouts (hereinafter referred to as “**Plot No.11**”) and the said Plot No.12 admeasuring 696.49 sq. mtrs. or thereabouts (hereinafter referred to as “**Plot No.12**”) are more particularly described in the **Third Schedule** hereunder written.
- (xii) By a Deed of Assignment dated 14th April 1952 made between Naraindas Lalchand Punjabi therein called “the Assignor” of the One Part and Naraindas Lalchand Punjabi, Pritamdas Naraindas Punjabi and Gobindram Naraindas Punjabi the then partners of Messrs. Naraindas Lalchand & Sons therein called “the Assignees” of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. 2348 of 1952, the said Naraindas Lalchand Punjabi assigned and transferred unto the said Naraindas Lalchand and others, the then partners of Messrs. Naraindas Lalchand and Sons his leasehold rights in respect of the aforesaid Plots of lands bearing Nos.11 and 12 more particularly described in the Third Schedule hereunder written together with the building and structures standing thereon together with the rights and benefits contained in the aforesaid Indenture of Right of Way dated 3rd March 1952 for the residue of the then unexpired term of 99 years subject to the payment of the rent and subject to the covenants, conditions and stipulations contained in the aforesaid Indenture of Lease dated 21st December, 1950.
- (xiii) The aforesaid Deed of Assignment dated 14th April 1952 provides that Naraindas Lalchand Punjabi, Pritamdas Naraindas Punjabi and Gobindram Naraindas Punjabi shall hold the said Plots bearing Nos.11 and 12 as joint tenants with the benefit of survivorship and not as tenants-in-common.
- (xiv) It appears that the said Naraindas Lalchand Punjabi died on 11th January 1968 leaving behind his Last Will and Testament dated 8th December 1965 whereby appointed Pritamdas Naraindas Punjabi, Govindram Naraindas Punjabi, Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi as the Executors of his Last Will and Testament.
- (xv) It appears that by the aforesaid Last Will and Testament dated 8th December 1965, Late Naraindas Lalchand Punjabi bequeathed his undivided share, right, title and interest in the leasehold rights relating to the said plots of lands being Plot Nos.11 and 12 together with structures standing thereon in favour of Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi to be held by them as tenants-in-common in equal shares absolutely.
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- (xvi) A Probate of the aforesaid Will and Testament of late Naraindas Lalchand Punjabi was granted by the Hon'ble Bombay High Court on 4th November 1969.
- (xvii) It appears that Pritamdas Naraindas Punjabi, one of the then partners of the partnership firm of Messrs. Naraindas Lalchand Punjabi and Sons died on 27th September 1972 leaving behind his Last Will and Testament dated 19th April 1971. It appears that by the aforesaid Last Will and Testament dated 19th April 1971, the said Pritamdas Naraindas Punjabi bequeathed his one third undivided share, right, title and interest in the aforesaid plots of lands being Plot Nos.11 and 12 in favour of his widow Sushila Pritamdas Punjabi and his remaining 2/3rd undivided share, right, title and interest in the said Plots bearing Nos.11 and 12 in favour of his son Prakash Pritamdas Punjabi to be held by them as tenants-in-common.
- (xviii) A Probate of the aforesaid Will and Testament of late Pritamdas Punjabi was granted by the Hon'ble Bombay High Court on 28th May 1974.
- (xix) By a Deed of Assignment dated 10th May 1990 made between Gobindram Naraindas Punjabi in his personal and individual capacity therein referred to as "the First Assignor" of the First Part, (1) Gobindram Naraindas Punjabi, (2) Kishin Naraindas Punjabi, (3) Arjun Naraindas Punjabi and (4) Bhagwan Naraindas Punjabi in their capacity as the Executors of the Last Will and Testament dated 8th December 1965 of Late Naraindas Lalchand Punjabi therein referred to as "the Second Assignors" of the Second Part, (1) Gobindram Naraindas Punjabi, (2) Sushila Pritamdas Punjabi and (3) Prakash Pritamdas Punjabi in their capacity as the Executors of the Last Will and Testament dated 19th April 1971 of Late Pritamdas Naraindas Punjabi therein referred to as "the Third Assignors" of the Third Part, (1) Kishin Naraindas Punjabi, (2) Arjun Naraindas Punjabi and (3) Bhagwan Naraindas Punjabi in their capacity as the beneficiaries under the Last Will and Testament dated 8th December 1965 of Late Naraindas Lalchand Punjabi therein referred to as "the First Confirming Party" of the Fourth Part and (1) Sushila Pritamdas Punjabi and (2) Prakash Pritamdas Punjabi in their capacity as the beneficiaries under the Last Will and Testament dated 19th April 1971 of Late Pritamdas Punjabi therein referred to as "the Second Confirming Party" of the Fifth Part and Crompton Greaves Limited therein referred to as "the Assignee" of the Sixth Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. 1342 of 1990, the said Gobindram Naraindas Punjabi and others assigned and transferred in favour of Crompton Greaves Limited their respective undivided share, right, title and interest in the leasehold

rights relating to the said Plots bearing No.11 and 12 together with structures standing thereon together with the rights and benefits contained in the aforesaid Indenture of Right of Way dated 3rd March 1952 for the residue of the then unexpired term of 99 years commencing from 21st December 1950 subject to the payment of the rent and subject to the covenants, conditions and stipulations contained in the aforesaid Indenture of Lease dated 21st December, 1950 read with the Deed of Assignment dated 14th April 1952.

(xx) By virtue of the aforesaid Deed of Assignment dated 10th May 1990, Crompton Greaves Limited became entitled to the leasehold rights in respect of the said lands bearing Plot Nos.11 and Plot No.12 more particularly described in the Third Schedule hereunder written together with the buildings and structures standing thereon and also became entitled to the right of way over and along the aforesaid private road and aforesaid private passage as contained under the aforesaid Indenture of Right of Way dated 3rd March 1952.

(xxi) It may be noted that though by the aforesaid Deed of Assignment dated 14th April 1952, Naraindas Lalchand Punjabi, Pritamdas Naraindas Punjabi and Gobindram Naraindas Punjabi agreed that they shall be entitled to the leasehold rights in respect of the said Plots of lands bearing Nos.11 and 12 as joint tenants with the benefit of survivorship and not as tenants-in-common, Late Naraindas Lalchand Punjabi and Late Pritamdas Naraindas Punjabi have by their respective Wills bequeathed their respective undivided share, right, title and interest in the said Plot Nos.11 and 12 in favour of their respective heirs. Further, on perusal of the Deed of Assignment dated 10th May 1990 mentioned hereinabove, we observe that the heirs of Late Naraindas Lalchand Punjabi and Late Pritamdas Naraindas Punjabi as well as the surviving Lessee under the Deed of Assignment dated 14th April 1952 namely Gobindram Naraindas Punjabi have accepted the bequest made by Late Naraindas Lalchand Punjabi and Late Pritamdas Naraindas Punjabi under their respective Wills.

(xxii) It appears that pursuant to the acquisition of the leasehold rights in respect of the aforesaid Plots bearing Nos.11 and 12, Crompton Greaves Limited constructed additional buildings and structures on the said Plots.

(xxiii) By a Deed of Rectification in the form of a Declaration dated 29th May 2002 executed by Mr. S. Jayaram in his capacity as the Senior General Manager of Crompton Greaves Limited and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.2605 of 2002, the Schedule mentioned in the aforesaid Deed of Assignment dated 10th May 1990 was rectified

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and modified to the effect that the C. S. Numbers of the aforesaid Plots bearing Nos.11 and 12 were changed to read as C. S. No. 1A/136 of Lower Parel Division in place of C. S. No. 1/136(part). Further, the area of the aforesaid Plot No.11 was rectified to read as 930 sq.yards equivalent to 777.60 sq.mtrs in place of 936 sq.yards equivalent to 657 sq.mtrs and the area of the aforesaid Plot No.12 was rectified to read as 833 sq.yards equivalent to 696.49 sq.mtrs in place of 833 sq.yards equivalent to 696 sq.mtrs.

(xxiv) By virtue of the aforesaid, it can be said that Messrs. Raval and Company were the Owners and Crompton Greaves Limited were the Lessess of the said lands bearing Plot Nos.11 and 12.

(xxv) By a Deed of Conveyance dated 29th November 2003 made between Rajnikant Jadavji Mody, Bharat Jadavji Mody, Ramesh Kantilal Mody, Atul Pratap Raval, Pranav Rasiklal Raval, Jayshree Hasmukh Mody, Satyen Hasmukh Mody, Prafula Ramesh Mody, Praful Atul Raval, Chirag Atul Raval, Harsha Pranav Raval, Kokila Rajnikant Mody, Jayshree Bharat Mody and Madhav Pranav Raval, the then partners of Messrs. Raval and Company therein referred to as "the Vendors" of the One Part and Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances at Bombay under No.8107 of 2003, the said Rajnikant J. Mody and Others granted, conveyed, sold and transferred the said lands bearing Plot Nos.11 and 12 more particularly described in the Third Schedule hereunder written in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) at or for the consideration therein contained and subject to the aforesaid Indenture of Lease dated 21st December 1950 read with the Indenture of Right of Way dated 3rd March 1952 read with the Deed of Assignment dated 10th May 1990 read with the aforesaid Deed of Rectification in the form of Declaration dated 29th May 2002.

(xxvi) By the aforesaid Deed of Conveyance dated 29th November 2003, Rajnikant J. Mody and others also granted in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) the right of way over and along the private passage having the width of 30 feet referred to hereinabove which was shown in green and marked with letter "Z" on the plan annexed to the aforesaid Deed of Conveyance. It may be noted that we have not been furnished with the plan annexed to the said Deed of Conveyance dated 29th November 2003.

(xxvii) The aforesaid Deed of Conveyance further provides that the private road referred to hereinabove and referred to in the aforesaid

Indenture of Right of Way dated 3rd March 1952 marked with letter 'X' therein was declared to be a public road known as Manjrekar Lane and in light thereof the said Rajnikant Mody and others (who were the owners of said private road prior to its declaration as a public road) were not required to specifically grant any right of way in respect of the said private road in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited).

(xxviii) By a Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003 made between Crompton Greaves Limited therein referred to as "the Assignor" of the One Part and Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Assignee" of the Other Part and registered with the Office of Sub-Registrar of Assurances under Serial No.8121 of 2003, the said Crompton Greaves Limited assigned and transferred unto the said Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) their leasehold rights in respect of the said Plots of lands bearing Nos.11 and 12 more particularly described in the Third Schedule hereunder written for the residue of the then unexpired term of 99 years commencing from 21st December 1950 and subject to the covenants, stipulations and conditions recorded in the aforesaid Indenture of Lease dated 21st December 1950 read with the Indenture of Right of Way dated 3rd March 1952 read with the Deed of Assignment dated 10th May 1990 and the Deed of Rectification in the form of Declaration dated 29th May 2002.

(xxix) By the aforesaid Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003, Crompton Greaves Limited also granted, conveyed, sold and transferred the buildings and structures standing on the said Plots bearing Nos.11 and 12 in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited).

(xxx) By virtue of the aforesaid Deed of Conveyance dated 29th November 2003 and the Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003, the ownership and leasehold rights in respect of the lands bearing Plot Nos.11 and 12 more particularly described in Third Schedule hereunder written together with the buildings and structures standing thereon together with the right of way relating to the private passage referred to hereinabove vested in Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and the said Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) became the absolute owner in respect of the said plots of land.

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IV. Plot bearing No.10 admeasuring admeasuring 1282 sq. yards equivalent to 1071.91 sq. mtrs or thereabouts bearing Cadastral Survey No. 1A/136 (part) of Lower Parel Division and the private passage having the width of 30 feet admeasuring 1035.12 sq.mtrs forming part of Cadastral Survey No.1A/136:

- (i) One Karsondas Dharamsey HUF was the owner of and was seized and possessed of or otherwise well and sufficiently entitled to the land bearing C. S. No.136 (part) of Lower Parel Division, Mumbai admeasuring 18,124 sq. yds. or thereabouts situate, lying and being at Haines Road, now known as Dr. E. Moses Road, Worli, Mumbai-400 018 (hereinafter referred to as **“the said larger property”**).
- (ii) By a Deed of Conveyance dated 17th March 1941 made between Karsondas Dharamsey, Chandrakant Karsondas, Krishnakant Chandrakumar and Pushpakant Chandrakumar, the co-parceners constituting Karsondas Dharamsey HUF of the One Part and Mahipatram Govindji Raval, Dullabhdas Vithaldas Mody and Jadavji Dullabhdas Mody, the then partners of Messrs. Raval and Company of the Other Part and registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. 2252 of 1941, the said Karsondas Dharamsey and Others granted, conveyed, sold and transferred the said larger property in favour of Mahipatram Govindji Raval and others at or for the consideration therein contained.
- (iii) Under the aforesaid Deed of Conveyance, Karsondas Dharamsey and others granted a right in favour of Mahipatram Govindji Raval and others in respect of a passage marked “Y” on the plan annexed thereto as a temporary passage from Haines Road to the said larger property till such time the said Karsondas Dharamsey and others provide another means of access by a passage not less than 20 feet from Haines Road to the said larger property.
- (iv) In addition to the aforesaid the said Karsondas Dharamsey and others also granted in favour of Mahipatram Govindji Raval and others the right of way over and along a katcha road to be constructed by the said Karsondas Dharamsey and others and marked with the letter “R” on the plan annexed to the said Deed of Conveyance.
- (v) It may be noted that we have not perused the aforesaid plan annexed to the aforesaid Deed of Conveyance.
- (vi) Pursuant to the said Mahipatram Govindji Raval & Others purchasing the said larger property, the said larger property was divided into 12 plots.

- (vii) It appears that Dullabhdas Vithaldas Mody, one of the partners of the said Messrs. Raval and Company died on 10th April 1950 leaving behind his Last Will and Testament dated 26th August 1948 whereby he appointed his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody as the Executors of his Will and Testament. It appears that by the aforesaid Will, Late Dullabhdas Vithaldas Mody bequeathed his share in the aforesaid partnership business in favour of his sons Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody. On perusal of the documents furnished to us, we understand that Probate of the Last Will and Testament dated 26th August 1948 of Late Dullabhdas Vithaldas Mody was granted in favour of Jadavji Dullabhdas Mody and Kantilal Dullabhdas Mody by the Hon'ble High Court at Bombay on 26th August 1954.
- (viii) By an Indenture of Lease Deed dated 21st December 1950 made between Mahipatram Govindji Raval, Jadhavji Dullabhdas Mody in their capacity as the then partners of the partnership firm of Messrs. Raval and Company, Jadhavji Dullabhdas Mody and Kantilal Dullabhdas Mody in their capacity as the executors of the last Will and Testament dated 26th August 1948 of Dullabhdas Vithaldas Mody therein referred to as "the Lessors" of the One Part and Naraindas Lalchand Punjabi therein referred to as "the Lessee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No.206/207 of 1951, the said Mahipatram Govindji Raval and others demised unto the said Naraindas Lalchand Punjabi certain plots of land including land bearing Plot No.10 admeasuring 1282 sq. yards or thereabouts forming part of the said larger property for a term of 99 years commencing from 21st December 1950 at or for the rent thereby reserved and subject to the covenants, conditions and stipulations therein contained.
- (ix) It appears that Naraindas Lalchand Punjabi the Lessee in respect of the aforesaid land bearing Plot No.10 constructed certain buildings and structures on the said Plot.
- (x) By an Indenture of Right of Way dated 3rd March 1952 made between Mahipatram Govindji Raval, Jadhavji Dullabhdas Mody in their capacity as the then partners of Messrs. Raval and Company and Jadhavji Dullabhdas Mody and Kantilal Dullabhdas Mody in their capacity as the executors of the Last Will and Testament of late Dullabhdas Vithaldas Mody therein referred to as "the Lessors" of the One Part and Seth Naraindas Lalchand Punjabi therein referred to as "the Lessee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. 1418 of 1952, the said Mahipatram

Govindji Raval and others granted unto the said Seth Naraindas Lalchand Punjabi the Right of Way over and along the 40 feet wide private road (referred to as "private road" hereinabove) shown on the plan annexed to the said Indenture of Right of Way with letter "X" together with the right of way over and along a 30 feet wide private passage (referred to as "private passage" hereinabove) shown on the plan annexed to the aforesaid Indenture of Right of Way with letter "Z" on the terms and conditions therein contained.

- (xi) The aforesaid Plot No.10 admeasuring 1282 sq. yds. equivalent to 1071.91 sq. mtrs. or thereabouts (**hereinafter referred to as "Plot No.10"**) is more particularly described in the **Fourth Schedule** hereunder written.
- (xii) By a Deed of Assignment dated 14th April 1952 made between Naraindas Lalchand Punjabi therein referred to as "the Assignor" of the One Part and Naraindas Lalchand Punjabi, Pritamdas Naraindas Punjabi and Gobindram Naraindas Punjabi the then partners of Messrs. Naraindas Lalchand & Sons therein referred to as "the Assignees" of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. 2348 of 1952, the said Naraindas Lalchand Punjabi assigned and transferred unto the said Naraindas Lalchand and others, the then partners of Messrs. Naraindas Lalchand and Sons his leasehold rights in respect of the aforesaid Plot of land bearing No.10 more particularly described in the Fourth Schedule hereunder written together with the building and structures standing thereon together with the rights and benefits contained in the aforesaid Indenture of Right of Way dated 3rd March 1952 for the residue of the then unexpired term of 99 years subject to the payment of the rent and subject to the covenants, conditions and stipulations contained in the aforesaid Indenture of Lease dated 21st December, 1950.
- (xiii) The aforesaid Deed of Assignment dated 14th April 1952 provides that Naraindas Lalchand Punjabi, Pritamdas Naraindas Punjabi and Gobindram Naraindas Punjabi shall hold the said Plot No.10 as joint tenants with the benefit of survivorship and not as tenants-in-common.
- (xiv) By an Indenture dated 2nd August 1960 made between Naraindas Lalchand Punjabi, Pritamdas Naraindas Punjabi and Govindram Naraindas Punjabi, the then partners of the firm of Messrs. Naraindas Lalchand Punjabi and Sons therein referred to as "the Lessors" of the One Part and Kores (India) Private Limited therein referred to as "the Lessees" of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under serial No.6608 of 1960, the said Naraindas Punjabi and others

granted a sub-lease in respect of the building comprising of ground plus one floor standing on the plot of land bearing Plot No.10 together with a license in respect of the land surrounding the said building for a term of four years commencing from 1st April 1959 in favour of Kores (India) Private Limited at or for the rent and on the covenants, conditions and stipulations therein contained.

- (xv) It appears that the said Naraindas Lalchand Punjabi died on 11th January 1968 leaving behind his Last Will and Testament dated 8th December 1965 whereby appointed Pritamdas Naraindas Punjabi, Govindram Naraindas Punjabi, Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi as the Executors of his Last Will and Testament.
- (xvi) It appears that by the aforesaid Last Will and Testament dated 8th December 1965, Late Naraindas Lalchand Punjabi bequeathed his undivided share, right, title and interest in the leasehold rights relating to the said plot of land being Plot No.10 together with structures standing thereon in favour of Kishin Naraindas Punjabi, Arjun Naraindas Punjabi and Bhagwan Naraindas Punjabi to be held by them as tenants-in-common in equal shares absolutely.
- (xvii) A Probate of the aforesaid Will and Testament of late Naraindas Lalchand Punjabi was granted by the Hon'ble Bombay High Court on 4th November 1969.
- (xviii) It appears that Pritamdas Naraindas Punjabi, one of the then partners of the partnership firm of Messrs. Naraindas Lalchand Punjabi and Sons died on 27th September 1972 leaving behind his Last Will and Testament dated 19th April 1971. It appears that by the aforesaid Last Will and Testament dated 19th April 1971, the said Pritamdas Naraindas Punjabi bequeathed his one third undivided share, right, title and interest in the aforesaid plot of land being Plot No.10 in favour of his widow Sushila Pritamdas Punjabi and his remaining 2/3rd undivided share, right, title and interest in the said Plot No.10 in favour of his son Prakash Pritamdas Punjabi to be held by them as tenants-in-common.
- (xix) A Probate of the aforesaid Will and Testament of late Pritamdas Punjabi was granted by the Hon'ble Bombay High Court on 28th May 1974.
- (xx) It may be noted that though by the aforesaid Deed of Assignment dated 14th April 1952, Naraindas Lalchand Punjabi, Pritamdas Naraindas Punjabi and Gobindram Naraindas Punjabi agreed that they shall be entitled to the leasehold rights in respect of the said Plot No.10 as joint tenants with the benefit of survivorship and not as tenants-in-common, Late Naraindas Lalchand Punjabi and Late

Pritamdas Naraindas Punjabi have by their respective Wills bequeathed their respective undivided share, right, title and interest in the said Plot No.10 in favour of their respective heirs. Further, on perusal of the Deed of Assignment dated 12th April 1985 mentioned hereinbelow, we observe that the heirs of Late Naraindas Lalchand Punjabi and Late Pritamdas Naraindas Punjabi as well as the surviving Lessee under the Deed of Assignment dated 14th April 1952 namely Gobindram Naraindas Punjabi have accepted the bequest made by Late Naraindas Lalchand Punjabi and Late Pritamdas Naraindas Punjabi under their respective Wills.

- (xxi) By a Deed of Assignment dated 12th April 1985 made between Gobindram Naraindas Punjabi in his individual capacity therein referred to as "the First Assignor" of the First Part, (1) Gobindram Naraindas Punjabi, (2) Kishin Naraindas Punjabi, (3) Arjun Naraindas Punjabi and (4) Bhagwan Naraindas Punjabi in their capacity as the Executors of the last Will and Testament dated 8th December 1965 of Late Naraindas Punjabi therein referred to as "the Second Assignors" of the Second Part, (1) Gobindram Naraindas Punjabi, (2) Sushila Pritamdas Punjabi and (3) Prakash Pritamdas Punjabi in their capacity as the Executors of the Last Will and Testament dated 19th April 1971 of Late Pritamdas Naraindas Punjabi therein referred to as "the Third Assignors" of the Third Part, (1) Kishin Naraindas Punjabi, (2) Arjun Naraindas Punjabi and (3) Bhagwan Naraindas Punjabi in their capacity as the beneficiaries under the Last Will and Testament dated 8th December 1965 of Late Naraindas Punjabi therein referred to as "the First Confirming Party" of the Fourth Part, (1) Sushila Pritamdas Punjabi and (2) Prakash Pritamdas Punjabi in their capacity as the beneficiaries under the last Will and Testament dated 19th April 1971 of late Pritamdas Punjabi therein referred to as "the Second Confirming Party" of the Fifth Part and Kores (India) Limited therein referred to as "the Assignee" of the Sixth Part and registered with the Office of Sub-Registrar of Assurances under Serial No. 1377 of 1985, the said Govindram Naraindas Punjabi and others assigned and transferred in favour of Kores (India) Limited their respective undivided share, right, title and interest in the leasehold rights relating to the land bearing Plot No.10 more particularly described in the Fourth Schedule hereunder written together with structures standing thereon for the residue of the then unexpired term of 99 years subject to the payment of the rent and subject to the covenants, conditions and stipulations contained in the aforesaid Indenture of Lease dated 21st December, 1950 read with the Deed of Assignment dated 14th April 1952.

- (xxii) By virtue of the aforesaid Deed of Assignment dated 12th April 1985, Kores (India) Limited became entitled to the leasehold rights

in respect of the aforesaid land being Plot No.10 more particularly described in the Fourth Schedule hereunder written together with the buildings and structures standing thereon.

- (xxiii) It appears that pursuant to the acquisition of leasehold rights in respect of the said Plot No.10, Kores (India) Limited constructed additional buildings and structures on the said plot of land.
- (xxiv) By a Deed of Conveyance dated 30th October 2004 made between Rajnikant Jadavji Mody, Bharat Jadavji Mody, Ramesh Kantilal Mody, Atul Pratap Raval, Pranav Rasiklal Raval, Jayshree Hasmukh Mody, Satyen Hasmukh Mody, Prafula Ramesh Mody, Praful Atul Raval, Chirag Atul Raval, Harsha Pranav Raval, Kokila Rajnikant Mody, Jayshree Bharat Mody and Madhav Pranav Raval the then partners of Messrs Raval and Company therein referred to as "the Vendors" of the One Part and Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.9763 of 2004, the said Rajnikant J. Mody and others granted, conveyed, sold and transferred the said Plot bearing No.10 more particularly described in the Fourth Schedule hereunder written in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) at or for the consideration therein contained subject to the leasehold rights of Kores (India) Limited in respect of the said plot of land under the aforesaid Deed of Assignment dated 12th April 1985.
- (xxv) By the aforesaid Deed of Conveyance, the said Rajnikant J. Mody and others also granted, conveyed, sold and transferred the 30 feet wide private passage referred to hereinabove in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited). The Second Schedule to the said Deed of Conveyance records that the said 30 feet wide private passage admeasures 1035.12 sq.mtrs and forms part of the land bearing Cadastral Survey No.1/136 of Lower Parel Division. The said 30 feet wide private passage admeasuring 1035.12 sq.mtrs (hereinafter referred to as "**the private passage**") is more particularly described in the **Fifth Schedule** hereunder written.
- (xxvi) By a Deed of Assignment of Lease cum Conveyance dated 12th November 2010 made between Kores (India) Limited therein referred to as "the Assignor" of the One Part and Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Assignee" of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No.8835 of 2010, the said Kores (India) Limited assigned

and transferred its leasehold rights in respect of the said Plot No.10 together with the rights and benefits under the Indenture of Right of Way dated 3rd March 1952 in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) for the residue of the then unexpired term of 99 years commencing from 21st December 1950 and subject to the covenants, stipulations and conditions recorded in the aforesaid Indenture of Lease Deed dated 21st December 1950 read with the Deed of Assignment dated 14th April 1952 read with the Deed of Assignment dated 12th April 1985.

(xxvii) By the aforesaid Deed of Assignment of Lease cum Conveyance dated 12th November 2010, Kores (India) Limited also granted, conveyed, sold and transferred the buildings and structures standing on the said Plot bearing No.10 in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited).

(xxviii) By virtue of the aforesaid Deed of Conveyance dated 30th October 2004 and the Deed of Assignment of Lease cum Conveyance dated 12th November 2010, the ownership and leasehold rights in respect of the land bearing Plot No.10 more particularly described in Fourth Schedule hereunder written together with the buildings and structures standing thereon and the ownership rights in respect of the 30 feet wide private passage more particularly described in Fifth Schedule hereunder written vested in Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) and the said Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) became the absolute owner in respect of the said Plot of land and the said private passage.

6. By virtue of the aforesaid, it can be said that Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) became absolutely entitled to the lands bearing Plot Nos.7 and 8 forming part of the land bearing Cadastral Survey No.1/136 (formerly bearing Cadastral Survey No. 1C/136) described in the First Schedule hereunder written, Plot No.9 forming part of the land bearing Cadastral Survey No.1/136 (formerly bearing Cadastral Survey No. 1D/136) described in the Second Schedule hereunder written, Plot Nos.11 and 12 forming part of the land bearing Cadastral Survey No.1/136 (formerly bearing Cadastral Survey No. 1A/136 (pt)) described in the Third Schedule hereunder written and Plot No.10 bearing corresponding Cadastral Survey No.1A/136(pt) described in the Fourth Schedule hereunder written and (hereinafter collectively referred to as "the said plots of lands") together with the private passage having the width of 30 feet admeasuring 1035.12 sq.mtrs forming part of the land bearing Cadastral Survey No.1/136 described in the Fifth Schedule hereunder written as the absolute owner in respect thereof.

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V. Amalgamation of lands bearing Cadastral Survey No. 1C/136 and 1D/136 into land bearing Cadastral Survey No. 1/136

The lands bearing Cadastral Survey Nos. 1C/136 and 1D/136 were pursuant to their acquisition by Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) amalgamated with the land bearing Cadastral Survey No.1/136. The property register cards relating to the land bearing Cadastral Survey Nos. 1/136 and 1A/136 record that:-

- (i) The Plots bearing Nos.7 and 8 admeasuring in the aggregate 1921.41 sq.mtrs were originally bearing Cadastral Survey No. 1C/136. Pursuant to the said plots being acquired by Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited), the said property register card is now updated to show the name of Magus Estates and Hotels Private Limited as the Owner of the said plots. Pursuant to the change in the name of Magus Estates and Hotels Private Limited to Provenance Land Private Limited with effect from 8th August, 2014, the same is now updated to show the name of Provenance Land Private Limited.
- (ii) The Plot bearing No.9 admeasuring 1061.87 sq.mtrs was originally bearing Cadastral Survey No. 1D/136. Pursuant to the said plot being acquired by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), the said property register card was updated to show the name of Magus Estates and Hotels Private Limited as the Owner of the said plot. Pursuant to the change in the name of Magus Estates and Hotels Private Limited to Provenance Land Private Limited with effect from 8th August, 2014, the same is now updated to show the name of Provenance Land Private Limited.
- (iii) The Plots bearing Nos.10, 11 and 12 admeasuring in the aggregate 2546.01 sq.mtrs were originally bearing Cadastral Survey No. 1A/136. Pursuant to the said plots being acquired by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), the said property register card was updated to show the name of Magus Estates and Hotels Private Limited as the Owner of the said plots. Pursuant to the change in the name of Magus Estates and Hotels Private Limited to Provenance Land Private Limited with effect from 8th August, 2014, the same is now updated to show the name of Provenance Land Private Limited.
- (iv) The private passage of 30 feet width admeasuring 1035.12 sq.mtrs or thereabouts was assigned Cadastral Survey No.1/136. Pursuant to the said private passage being acquired by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), the said property register card was updated to show the

name of Magus Estates and Hotels Private Limited as the Owner of the said private passage. Pursuant to the change in the name of Magus Estates and Hotels Private Limited to Provenance Land Private Limited with effect from 8th August, 2014, the same is now updated to show the name of Provenance Land Private Limited.

- (v) An Application was made by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), to the Municipal Corporation of Greater Mumbai requesting for the amalgamation of (i) the Plots bearing Nos.7 and 8 bearing corresponding Cadastral Survey No. 1C/136, (ii) the Plot bearing No.9 bearing corresponding Cadastral Survey No. 1D/136, (iii) the Plots bearing Nos.11 and 12 forming part of the land bearing Cadastral Survey No. 1A/136 with the land bearing Cadastral Survey No.1/136.
- (vi) By a letter dated 22nd May 2006 issued by the Deputy Chief Engineer (Building Proposal) City, Municipal Corporation of Greater Mumbai to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), Municipal Corporation of Greater Mumbai approved the amalgamation of the aforesaid lands bearing (i) Cadastral Survey No.1C/136 (Plot Nos.7 and 8) admeasuring 1921.41 sq.mtrs, (ii) Cadastral Survey No.1D/136 (Plot No.9) admeasuring 1061.87 sq.mtrs, and (iii) part of Cadastral Survey No.1A/136 (Plot Nos.11 and 12) admeasuring 1474.10 sq.mtrs with the land bearing Cadastral Survey No.1/136.
- (vii) By virtue of the aforesaid amalgamation, the land bearing Cadastral Survey No.1/136 now comprises of the Plots bearing Nos. 7, 8, 9,11 and 12 and the private passage mentioned hereinabove.
- (viii) Further, by virtue of the aforesaid amalgamation, the Plots bearing Nos. 11 and 12 reflected on property card of Cadastral Survey No.1A/136 were deleted and added to the property card relating to the land bearing Cadastral Survey No.1/136 as stated hereinabove and the property card relating to the land bearing Cadastral Survey No.1A/136 continued to correspond to the Plot bearing No.10 admeasuring 1071.91 sq.mtrs only.

VI. Land admeasuring 302.81 sq.mtrs or thereabouts forming part of land bearing Cadastral Survey No.133 of Lower Parel Division:

- (i) By a Deed of Exchange dated 1st July 2011 made between the Municipal Corporation of Greater Mumbai (MCGM) of the First Part, Rajendra Vale, the Deputy Municipal Commissioner (Improvement) of the Second Part and Magus Estates and Hotels Limited (now known as Provenance Land Private Limited) of the

Third Part and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.5834 of 2011 whereby MCGM, the Owner of the adjoining land bearing Cadastral Survey No.133 of Lower Parel Division, Mumbai has granted, conveyed, sold and transferred in favour of Magus Estates and Hotels Limited (now known as Provenance Land Private Limited), a portion of its property bearing C. S. No.133 which portion admeasures 302.81 sq. mtrs. or thereabouts in exchange of Magus Estates and Hotels Limited (now known as Provenance Land Private Limited), granting, conveying, selling and transferring in favour of MCGM, a portion of the land bearing Cadastral Survey No.1/136 which portion admeasures 302.81 sq. mtrs or thereabouts.

- (ii) By virtue of the aforesaid exchange, Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), became entitled to the aforesaid area admeasuring 302.81 sq.mtrs or thereabouts forming part of the land bearing Cadastral Survey No.133 more particularly described in the **Sixth Schedule** hereunder written.
- (iii) The property register card relating to the land bearing Cadastral Survey No.1/136, was updated to reflect the name of MCGM as the Owner of the aforesaid area of 302.81 sq.mtrs that was exchanged by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), with MCGM as stated hereinabove.

7. The lands bearing Cadastral Survey No.1/136 admeasuring 5492.50 sq. mtrs., Cadastral Survey No.1A/136 admeasuring 1071.91 sq. mtrs. and Cadastral Survey No. 133 admeasuring 302.81 sq. mtrs. are hereinafter collectively referred to as **“the said First Property”**).

8. The Search Report dated 25th April, 2013 pursuant to the searches taken at the office of the Sub-Registrar of Assurances at Mumbai through Mr. Nilesh Vagal, Search Clerk records that save and except the following documents, there are no other documents of title which have been found to be registered which affect the title of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) in respect of the said First Property:

- (a) Two separate Notices of Lis Pendens were filed by Messrs. Raval and Company with the office of the Sub Registrar of Assurances at Mumbai under Serial Nos.2942 and 2943 of 2003 respectively.
- (b) The said Notices of Lis Pendens have been filed in pursuance of Suits bearing Nos.870 and 871 of 2003 filed by Messrs. Raval and Company against Crompton Greaves Limited in the Small Causes Court at Mumbai inter alia praying for an order from the Court directing Crompton Greaves

Limited to vacate and handover peaceful possession of the Plots bearing Nos.7,8, 11 and 12 back to Messrs. Raval and Company and such other reliefs as sought for therein.

- (c) The aforesaid Notices of Lis Pendens were filed in the year 2003 in pursuance of the aforesaid Suits filed in the year 2003.
- (d) However, by virtue of the Deed of Conveyance dated 29th November 2003 executed between the then partners of Messrs. Raval and Company in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) and registered under Serial No. 8108 of 2003 read with the Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003 executed between Crompton Greaves Limited in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and registered under Serial No. 8120 of 2003, the ownership rights and leasehold rights in respect of the lands bearing Plot Nos.7 and 8 have vested in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) absolutely.
- (e) Likewise, by virtue of the Deed of Conveyance dated 29th November 2003 executed between the then partners of Messrs. Raval and Company in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) and registered under Serial No. 8107 of 2003 read with the Deed of Assignment of Lease Rights cum Conveyance dated 5th December 2003 executed between Crompton Greaves Limited in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and registered under Serial No. 8121 of 2003, the ownership rights and leasehold rights in respect of the lands bearing Plot Nos.11 and 12 have vested in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) absolutely.
- (f) In light of the fact that both Messrs. Raval and Company as well as Crompton Greaves Limited have divested their respective rights in respect of the aforesaid Plots bearing Nos.7, 8, 11 and 12 in favour of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited), the aforesaid Suits to the extent of the rights claimed and contested under the said Suits qua the ownership and leasehold rights relating to the said plots of lands become infructuous.
- (g) Various Declarations / Undertakings have been executed by Messrs. Lokhandwala Builders and registered with the office of the Sub Registrar of Assurances at Bombay under Serial Nos. 1895 to 1901 of 2002 in favour of the Slum Redevelopment Authority in respect of the redevelopment of the slum lands bearing Cadastral Survey Nos. 133(pt), 136(pt), 1/136(pt), 137(pt) and 138(pt). It appears that the said Declarations / Undertakings have surfaced in the search undertaken by the

Search Clerk since the Cadastral Survey Number of the said property is 136 which is the same as that of two of the slum lands. However, by a letter dated 4th September 2013 issued by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) to us, Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) has informed us that the land referred to as Cadastral Survey No.136 and 1/136 (pt) in the aforesaid Declarations / Undertakings are the lands adjoining the said property belonging to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and thus the said Declarations / Undertakings are not related / relevant to the said property belonging to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and do not affect the title of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) to the said Property.

9. The Memorandum of Entry dated 11th March 2013 executed by Raj Kumar Jatia, in his capacity as the Director of Magus Estates and Hotels Private Limited reflects that the documents of title relating to several lands belonging to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) including the said First Property have been deposited with Housing Development Finance Corporation Limited ("HDFC") in order to create security for the due repayment of the loan facilities availed of by Magus Estates and Hotels Private Limited now known as (Provenance Land Private Limited) from HDFC and Axis Bank Limited.

10. The Certificate dated 27th August 2013 issued by Rathi & Associates, Practicing Company Secretary to the effect that he/she/they has carried out an online search through the official website of the Ministry of Corporate Affairs states that pursuant to such searches, save and except the aforesaid charge created in favour of HFDC Limited and Axis Bank Limited, no documents / papers recording the creation of any charge / mortgage / encumbrance by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) in respect of the said First Property have been found.

11. By a letter dated 20th August 2013 addressed to us, Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) confirmed that:

- (i) Magus Estates and Hotels Private Limited is the owner of and absolutely entitled to the said First Property and is in possession thereof;
- (ii) save and except the aforesaid Mortgage created by way of deposit of title deeds in favour of HDFC and Axis Bank Limited, there are no other subsisting lien, mortgage, charge, lease tenancy or other encumbrance of any nature whatsoever in respect of the said First Property;
- (iii) the said First Property is not the subject matter of any pending litigation dispute or attachment either before or after judgment nor is there any

restraint order or injunction passed by any court or authority pertaining to the said property or any part thereof;

- (iv) the said First Property is not under occupation of tenants/occupants;
- (v) there is no winding up petition pending against the Company nor any winding up order passed against the Company;
- (vi) there are no pending income tax, sales tax and/or any other statutory liabilities outstanding to be paid by Magus Estates and Hotels Private Limited by reason whereof there is a threat of attachment in respect of the said First Property.

12. Subject to and by virtue of what is stated hereinabove and subject to the charge of HDFC Limited and Axis Bank Limited being cleared, it can be said that Provenance Land Private Limited (formerly known as Magus Estates and Hotels Private Limited) is the owner of:

- (i) the land bearing Cadastral Survey No.1/136 of Lower Parel Division admeasuring in the aggregate 5492.50 sq. mtrs. or thereabouts comprising of:
 - (a) the Plots of lands bearing Nos.7 and 8 formerly bearing Cadastral Survey No.1C/136 of Lower Parel Division admeasuring in the aggregate 1921.41 sq. mtrs. or thereabouts and more particularly described in the First Schedule hereunder written;
 - (b) the Plot of land bearing No.9 formerly bearing Cadastral Survey No.1D/136 of Lower Parel Division admeasuring 1061.87 sq. mtrs. or thereabouts and more particularly described in the Second Schedule hereunder written;
 - (c) the Plots of lands bearing Nos.11 and 12 formerly bearing Cadastral Survey No.1A/136 (part) admeasuring in the aggregate 1474.10 sq. mtrs. or thereabouts and more particularly described in the Third Schedule hereunder written and
 - (d) the 30 feet private passage having an area of 1035.12 sq. mtrs. or thereabouts forming part of the land bearing Cadastral Survey No.1/136 of Lower Parel Division and more particularly described in the Fifth Schedule hereunder written;
 - (e) It may be noted that from and out of the aforesaid total area of 5492.50 sq.mtrs or thereabouts reflecting on the property register card relating to the land bearing Cadastral Survey No.1/136, the area of 302.81 sq. mtrs. that has been handed over / exchanged by Magus Estates and Hotels Private Limited to/with Municipal Corporation of Greater Mumbai under the aforesaid registered

Deed of Exchange dated 1st July 2011 will have to be deducted and it can be said that by reason of such exchange/ deduction, Magus Estates and Hotels Private Limited is entitled to an area of 5189.69 sq.mtrs or thereabouts only);

- (ii) Plot of land bearing No.10 bearing corresponding Cadastral Survey No.1A/136 of Lower Parel Division admeasuring 1071.91 sq. mtrs. or thereabouts and more particularly described in the Fourth Schedule hereunder written;
- (iii) Portion of the land bearing Cadastral Survey No. 133 of Lower Parel Division admeasuring 302.81 sq. mtrs. or thereabouts more particularly described in the Sixth Schedule hereunder written that has been acquired by Magus Estates and Hotels Private Limited from Municipal Corporation of Greater Mumbai under the aforesaid registered Deed of Exchange dated 1st July 2011.

VII. Land bearing Cadastral Survey No.114 of Lower Parel Division admeasuring 10,145.05 sq. mtrs or thereabouts:

- (i) It appears that prior to 5th May 1937, Courtaulds (India) Limited was the Owner of the land bearing Cadastral Survey. No.114 admeasuring 12,772 sq. yards equivalent to 10,679.01sq.mtrs or thereabouts of Lower Parel Division (hereinafter referred to as "**the said larger property**") and more particularly described in the **Seventh Schedule** hereunder written together with structures standing thereon.
- (ii) The said Courtaulds (India) Limited agreed to sell the said larger property in favour of Crompton Parkinson Limited for a consideration of Rs.2,25,000/-. From and out of the said consideration amount of Rs.2,25,000/-, Crompton Parkinson Limited paid a sum of Rs.56,250/- as earnest money deposit on 20th February 1937 to Courtaulds (India) Limited.
- (iii) At the time of aforesaid agreement, since Crompton Parkinson Limited was a company incorporated under the English Companies Act, the said Crompton Parkinson Limited agreed to purchase the said larger property for the benefit of Crompton Parkinson Works Limited which was then under the process of being incorporated under the provisions of the Indian Companies Act, 1913.
- (iv) The said Crompton Parkinson Works Limited was incorporated under the provisions of the Indian Companies Act, 1913 on 28th April 1937.
- (v) By a Sale Deed dated 5th May 1937 made between Courtaulds (India) Limited therein referred to as "the Vendors" of the One

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Part, Crompton Parkinson Limited therein referred to as "the Confirming Parties" of the Second Part and Crompton Parkinson Works Limited therein referred to as "the Purchasers" of the Third Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.2177 of 1937, the said Courtaulds (India) Limited with the consent and confirmation of Crompton Parkinson Limited granted, conveyed, sold and transferred the said larger property together with structures standing thereon in favour of Crompton Parkinson Works Limited at or for consideration therein contained.

- (vi) By an Indenture of Lease dated 28th March 1938 made between Crompton Parkinson (Works) Limited of the One Part and The Bombay Electric Supply and Tramways Company Limited of the Other Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.1702 of 1938, the said Crompton Parkinson (Works) Limited granted lease in respect of a portion of the said larger property which portion admeasured 27 sq. yards or thereabouts in favour of The Bombay Electric Supply and Tramways Company Limited for an initial period of three years commencing from 1st April 1938 and thereafter for such longer period till electrical energy is required to be supplied by The Bombay Electric Supply and Tramways Company Limited to the factory of Crompton Parkinson (Works) Limited at or for the lease rent and on the covenants and stipulations therein contained.
- (vii) It appears that in the year 1966, Crompton Parkinson Works Limited was merged with a company known as Greaves Cotton and Crompton Parkinson Limited. It may be noted that we have not been furnished with any documentary proof that supports the merger.
- (viii) The name of the merged entity i.e., Greaves Cotton and Crompton Parkinson Limited was subsequently changed to Crompton Greaves Limited and a fresh Certificate of Incorporation Consequent upon Change of Name was issued by the Assistant Registrar of Companies, Maharashtra, Mumbai on 2nd August 1966. It may be noted that we have not been furnished with the said fresh Certificate of Incorporation Consequent upon Change of Name.
- (ix) By a Deed of Mortgage dated 7th October 1968 made between Crompton Greaves Limited of the First Part, Industrial Credit and Investment Corporation of India Limited (ICICI) of the Second Part and Commonwealth Development Finance Company Limited (CDFC) of the Third Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.3531 of 1968, the said Crompton Greaves Limited created a charge in respect of

the said larger property together with the factory shed standing thereon in favour of ICICI and CDFC as and by way of security for the due repayment of the loan availed of by Crompton Greaves Limited from ICICI and CDFC. It may be noted that we have not been furnished with the said Deed of Mortgage and have procured the aforesaid information from the Deed of Re-Conveyance dated 12th March 1984 mentioned hereinbelow.

- (x) By a Deed of Modification dated 1st March 1974 made between Crompton Greaves Limited of the First Part, ICICI of the Second Part and Commonwealth Development Finance Company Limited of the Third Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.1325 of 1974, the parties modified certain terms and conditions recorded in the aforesaid Deed of Mortgage dated 7th October 1968. It may be noted that we have not been furnished with the said Deed of Modification and have procured the aforesaid information from the Deed of Re-Conveyance dated 12th March 1984 mentioned hereinbelow.
- (xi) By a Deed of Re-Conveyance dated 12th March 1984 made between ICICI of the First Part, CDFC of the Second Part and Crompton Greaves Limited of the Third Part and registered with the office of the Sub Registrar of Assurances at Bombay under Serial No.696 of 1984, ICICI and CDFC re-conveyed the said larger property together with the structures standing thereon in favour of Crompton Greaves Limited by reason of the repayment of the loan amount by Crompton Greaves Limited to ICICI and CDFC.
- (xii) By a Memorandum of Understanding dated 22nd November 2000 made between Crompton Greaves Limited of the One Part and Magus Estates And Hotels Private Limited (now known as Provenance Land Private Limited) of the Other Part, the said Crompton Greaves Limited agreed to grant, convey, sell and transfer in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) the said larger property at or for the consideration and such other terms and conditions therein contained. It may be noted that we have not been furnished with the said Memorandum of Understanding and have procured the aforesaid information from the Deed of Conveyance dated 28th November 2001 mentioned hereinbelow.
- (xiii) By a Deed of Conveyance dated 28th November 2001 made between Crompton Greaves Limited therein referred to as "the Seller" of the One Part and Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Buyer" of the Other Part and registered with the

office of the Sub Registrar of Assurances at Bombay under Serial No.8171 of 2001, the said Crompton Greaves Limited granted, conveyed, sold and transferred the said larger property together with the factory shed and other structures standing thereon in favour of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) at or for the consideration therein contained.

- (xiv) By virtue of the aforesaid Deed of Conveyance of 2001, Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) became entitled to the said larger property more particularly described in the Seventh Schedule hereunder written as the absolute owner in respect thereof.
- (xv) By a Leave and Licence Agreement dated 3rd April 2002 made between Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) therein referred to as "the Licensor" of the One Part and Global Boards Limited therein referred to as "the Licensee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Bombay under Serial No. 1505 of 2002, the said Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) permitted Global Boards Limited to use and occupy on license basis for a term of 11 months commencing from 1st January 2002 and expiring on 30th November 2002, the premises admeasuring 817 sq.ft on the first floor of Building 'B' standing on a portion of the said larger property at or for the license fees and on the terms and conditions therein contained.
- (xvi) We have been informed by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) by its letter dated 4th September 2013 addressed to us that the aforesaid license came to an end on 30th November 2002 and the licensee namely Global Boards Limited vacated and handed over peaceful possession of the aforesaid licensed premises back to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited).
- (xvii) By a Right of Way Agreement dated 19th October 2011 made between Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) through its Director Adarsh Jatia therein referred to as "the Grantors" of the One Part and Municipal Corporation of Greater Mumbai (Engineering Services & Projects) through its Director A.G. Shrotri therein referred to as "the Grantee" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 420 of 2012, the said Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) granted unto the

Municipal Corporation of Greater Mumbai a Right of Way to pass and repass over and along a 6 mtrs to 7.5 mtrs width strip of land equivalent to 69.51 sq. mtrs or thereabouts forming a part of the said larger property and more particularly shown on the plan annexed to the said Right of Way Agreement on certain terms and conditions therein contained.

(xviii) The said Agreement further provides that Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) shall not create any third party rights in respect of the said strip of land by way of permitting any other person or party to use the said strip of land. The Agreement further provides that Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) shall not sell and/or transfer its rights in respect of the said strip of land in favour of any other person or party without obtaining the prior consent of the Municipal Corporation of Greater Mumbai. In addition to the aforesaid, the said Agreement also provides that in case if the Municipal Corporation of Greater Mumbai decides to declare the said strip of land as public road then in that event it shall be at liberty to do so without obtaining the prior consent of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited).

(xix) The following Undertakings have been executed by the authorised representatives of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) undertaking to comply with the various provisions / terms and conditions relating to the construction of a Five Star Category Residential Hotel on the said larger property:

- (a) Undertaking dated 10th September 2003 executed by Shashi Jatia in her capacity as the Director of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the Office of Sub-Registrar at Bombay under Serial No. 6123 of 2003;
- (b) Undertaking dated 10th September 2003 executed by Shashi Jatia in her capacity as the Director of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the Office of Sub-Registrar at Bombay under Serial No. 6124 of 2003;
- (c) Undertaking dated 26th March 2008 executed by Shashi Jatia in her capacity as the Director of Magus Estates and

Hotels Private Limited (now known as Provenance Land Private Limited) in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the Office of Sub-Registrar at Bombay under Serial No. 2717 of 2008;

- (d) Undertaking dated 28th December 2011 executed by Adarsh Jatia, in his capacity as the Managing Director of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the Office of Sub-Registrar at Bombay under Serial No. 11082 of 2001;

13. The property register card relating to the said larger property bearing Cadastral Survey No.114 of Lower Parel Division records that a portion of the said larger property which portion admeasures 533.96 sq.mtrs has been handed over / surrendered by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) to The Municipal Corporation of Greater Mumbai. The portion admeasuring 533.96 sq.mtrs has been deducted from the property register card relating to the land bearing Cadastral Survey No.114 and possession of the said portion has been handed over by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) to The Municipal Corporation of Greater Mumbai on 31st March 2008.

14. By virtue of the aforesaid surrender, the area of the larger property has reduced from 10,679.01 sq.mtrs to 10,145.05 sq.mtrs. The area of 10,145.05 sq.mtrs bearing Cadastral Survey No.114 is hereinafter referred to as **“the said Second Property”** and is more particularly described in the **Eighth Schedule** hereunder written.

15. The Search Report dated 25th April, 2013 pursuant to the searches taken at the office of the Sub-Registrar of Assurances at Mumbai through Mr. Nilesh Vagal, Search Clerk records that there are no other documents of title which have been found to be registered which affect the title of Magus Estate and Hotels Private Limited (now known as Provenance Land Private Limited) with respect to the said Second Property.

16. The letter dated 4th September 2013 addressed by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) to us records that:

- (i) By the Indenture of Lease 28th March 1938 (mentioned in paragraph VI (vi) hereinabove), Crompton Parkinson's (Works) Limited, the predecessor in title of Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) created rights in favour of The Bombay Electric Supply and Tramways Company Limited (“BEST”) in respect of a portion of the said Second Property which portion

admeasures 27 sq. yards for the purpose of putting up a sub-station thereon;

- (ii) Pursuant to the aforesaid Indenture being executed, Crompton Parkinson's (Works) Limited handed over possession of the aforesaid area to BEST and BEST constructed a sub-station on the said portion of the said Second Property;
- (iii) Pursuant to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) acquiring the said Second Property, an understanding was arrived at between Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) and BEST that Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) would provide another portion forming part of the said Second Property to BEST to construct an electric sub-station and BEST would thereafter demolish the sub-station constructed earlier and would hand back possession of the area that was handed over to BEST immediately upon the execution of the aforesaid Indenture of Lease dated 28th March 1938 to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited);
- (iv) In accordance with the aforesaid understanding, by a letter dated 30th May 2006 issued by BEST and confirmed by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), Magus Estates & Hotels Private Limited (now known as Provenance Land Private Limited) handed over possession of another portion forming part of the said Second Property, which portion admeasures 38.14 sq. mtrs or thereabouts to BEST for the purpose of putting up a sub-station and on receiving possession thereof BEST constructed a new sub-station on the said portion;
- (v) Thereafter, the old sub-station that was standing on the portion of the said Second Property was demolished by BEST and the possession of said area was handed back to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) on 17th July 2007;
- (vi) A letter was issued by BEST on 17th July 2007 which confirmed and recorded the aforesaid handing over of the previous area back to Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited);
- (vii) It may be noted that though under the aforesaid Indenture dated 28th March 1938 the area to be handed over to BEST was 27 sq. yards, the area that has been handed back by BEST to Magus Estates & Hotels Private Limited (now known as Provenance Land Private Limited) on 17th July 2007 is 38.51 sq. mtrs;

(viii) On the basis of the aforesaid, it can be said that as on date there is a BEST sub-station standing on a portion of the said Second Property which portion admeasures 38.14 sq.mtrs or thereabouts and the aforesaid Indenture dated 28th March 1938 executed in favour of BEST is valid and subsisting.

17. The Memorandum of Entry dated 11th March 2013 executed by Raj Kumar Jatia, in his capacity as the Director of Magus Estates and Hotels Private Limited states that the documents of title relating to several lands belonging to Magus Estates and Hotels Private Limited including the said larger property have been deposited with Housing Development Finance Corporation Limited ("HDFC") in order to create security for the due repayment of the loan facilities availed of by Magus Estates and Hotels Private Limited from HDFC and AXIS Bank Limited. It may be noted that though the area of the said Second Property (after deducting the portion that has been surrendered and handed over by Magus Estates and Hotels Private Limited to The Municipal Corporation of Greater Mumbai has been reduced to 10,145.05 sq.mtrs, the area of the property that has been referred to in the aforesaid Memorandum of Entry is 10,679.01 sq.mtrs.)

18. The Certificate dated 3rd September 2013 issued by Rathi & Associates, Practicing Company Secretary to the effect that he/she/they has carried out an online search through the official website of the Ministry of Corporate Affairs states that pursuant to such searches, save and except the aforesaid charge created in favour of HFDC and Axis Bank Limited, no documents / papers recording the creation of any charge / mortgage / encumbrance by Magus Estates and Hotels Private Limited (now known as Provenance Lands Private Limited) in respect of the said Second Property have been found.

19. By a letter dated 4th September 2013 addressed to us, Magus Estates and Hotels Private Limited (now known as Provenance Lands Private Limited) confirmed that:

- (i) Magus Estates and Hotels Private Limited is the owner of and absolutely entitled to the said Second Property and is in possession thereof;
- (ii) There is a BEST sub-station standing on a portion of the said Second Property which portion admeasures 38.14 sq.mtrs or thereabouts and the Indenture dated 28th March 1938 executed between the predecessor in title of Estates and Hotels Private Limited with BEST is valid, subsisting and binding on Magus Estates and Hotels Private Limited;
- (iii) save and except the aforesaid Mortgage created by way of deposit of title deeds in favour of HDFC and Axis Bank Limited, there are no other subsisting lien, mortgage, charge, lease tenancy or other encumbrance of any nature whatsoever in respect of the said Second Property;
- (iv) the said Second Property is not the subject matter of any pending litigation dispute or attachment either before or after judgment nor is there any

restraint order or injunction passed by any court or authority pertaining to the said Second Property or any part thereof;

- (v) the said Second Property is not under occupation of tenants/occupants;
- (vi) there is no winding up Petition pending against the Company nor any winding up order passed against the Company;
- (vii) there are no pending income tax, sales tax and/or any other statutory liabilities outstanding to be paid by Magus Estates and Hotels Private Limited by reason whereof there is a threat of attachment in respect of the said property.

20. By virtue of what is stated hereinabove and subject to:

- (a) the Indenture of Lease dated 28th March 1938 executed in favour of BEST read with the letters dated 30th May 2006 and 17th July 2007 issued by BEST and confirmed by Magus Estates & Hotels Private Limited (now known as Provenance Lands Private Limited) in pursuance whereof BEST is presently in possession of an area admeasuring 38.14 sq. mtrs or thereabouts forming a part of the said property on which portion an electric sub-station presently stands;
- (b) the right of way created in favour of The Municipal Corporation of Greater Mumbai under the aforesaid Right of Way Agreement dated 19th October 2011 in respect of strip of land having the width of 6 to 7.5 mtrs admeasuring 69.51 sq.mtrs or thereabouts and
- (c) the charge of HDFC Limited and Axis Bank Limited being cleared, it can be said that Provenance Land Private Limited (formerly known as Magus Estates and Hotels Private Limited) is the owner in respect of the said Second Property more particularly described in the Eighth Schedule hereunder written.

VIII. Amalgamation of lands bearing Cadastral Survey No. 1/136, Cadastral Survey No.1A/136 (part), Cadastral Survey No. 133 and Cadastral Survey No. 114 into land bearing Cadastral Survey No. 1/136 and subsequent subdivision into lands bearing Cadastral Survey No. 1/136, Cadastral Survey No. 1F/136, Cadastral Survey No. 1G/136, Cadastral Survey No. 1H/136, Cadastral Survey No. 1I/136 and Cadastral Survey No. 1J/136.

- (a) In view of what is stated in the preceding paragraphs it can be said that Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) is the owner of the aforesaid First Property and the aforesaid Second Property.

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- (b) The said First Property being lands bearing Cadastral Survey No. 1/136, Cadastral Survey No.1A/136 (part), Cadastral Survey No. 133 and the said Second Property being land bearing Cadastral Survey No. 114 were amalgamated into land bearing Cadastral Survey No. 1/136 and were subsequently sub-divided in the manner following:
- (i) Cadastral Survey No. 1/136 admeasuring 10397.73 sq. mtrs. – Hotel Land more particularly described in the **Ninth Schedule** hereunder written;
 - (ii) Cadastral Survey No. 1F/136 admeasuring 302.81 sq. mtrs. – Land given to MCGM in exchange of land bearing Cadastral Survey No. 133 ;
 - (iii) Cadastral Survey No. 1G/136 admeasuring 155.35 sq. mtrs. – Amenity Space to be handed over to MCGM) more particularly described in the **Tenth Schedule** hereunder written;
 - (iv) Cadastral Survey No. 1H/136 admeasuring 4069.37 sq. mtrs. – Residential Plot more particularly described in the **Eleventh Schedule** hereunder written
 - (v) Cadastral Survey No. 1I/136 admeasuring 1914.12 sq. mtrs. – Layout Road more particularly described in the **Twelfth Schedule** hereunder written and
 - (vi) Cadastral Survey No. 1J/136 admeasuring 172.89 sq. mtrs. – Land for right of way to the Amenity Space to be handed over to MCGM more particularly described in the **Thirteenth Schedule** hereunder written.

IX. Property Cards

- (i) Pursuant to the aforesaid amalgamation and sub-division, property cards have been issued with regards to the sub-divided lands.
- (ii) On perusal of the Property Cards relating to the sub-divided lands bearing Cadastral Survey No. 1/136, Cadastral Survey No. 1G/136, Cadastral Survey No. 1H/136, Cadastral Survey No. 1I/136 and Cadastral Survey No. 1J/136, we observe that the same have been updated to show the name of Provenance Land Private Limited as the owner.

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- (iii) Further, the property card relating to land bearing Cadastral Survey No. 1F/136 has been updated to show the name of MCGM as the owner.

X. Development Permissions

- (i) One such sub-divided piece/ portion of land admeasures 4069.37 sq. mtrs or thereabouts and has been assigned Cadastral Survey No.1H/136 of Lower Parel Division situate, lying and being at Dr. E Moses Road, Worli, Mumbai- 400 018.
- (ii) By a Development Permission dated 16th September 2010 issued by Executive Engineer (Development Plan) City, Municipal Corporation of Greater Mumbai, that the user of the said First Property and the said Second Property was changed from Special Industrial Zone to Local Commercial Zone (C-1). By virtue of the aforesaid Development Permission, Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) was permitted to construct upon the said First Property and the said Second Property for the proposed Commercial User on the terms and conditions laid down in the aforesaid Development Permission. It may be noted that construction of residential buildings are permitted to be carried out in Local Commercial Zones.
- (iii) An application was made by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) for amending the layout for amalgamation / sub-division of the lands bearing Cadastral Survey Nos. 114, 133 (pt), 1/136 and 1A/136.
- (iv) By a letters dated 5th March 2011, 26th July 2011 and 1st August 2013 all issued by the Deputy Chief Engineer, Building Proposals (City), Municipal Corporation of Greater Mumbai, the amended layout plan was approved on the terms and conditions therein contained.
- (v) The amended layout plan annexed to the aforesaid letter dated 1st August, 2013, reflects that the entire land covered under the amended layout was divided into several plots, one of the plots being Plot B admeasuring 4069.37 sq.mtrs which was earmarked for residential purpose.
- (vi) The said Residential Plot admeasuring 4069.37 sq.mtrs was thereafter assigned CTS No.1H/136 and a fresh property card relating to the said Plot bearing CTS No.1H / 136 has been issued by the Superintendent, Mumbai City Survey and Land Records. The Property Card has been updated to show the name of

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Provenance Land Private Limited as the Owner of the said land bearing Cadastral Survey No.1H/136.

- (vii) Intimation of Disapproval (“**IOD**”) bearing Reference No. EB/1518/GS/A dated 22nd May 2006 issued by Executive Engineer, Building Proposals, Municipal Corporation of Greater Mumbai and Commencement Certificate (“**CC**”) bearing Reference No. EEBPC/1518/GS/A dated 4th May 2007 issued by Assistant Engineer Building Proposals (City) (R&R), Municipal Corporation of Greater Mumbai have been issued in respect of the building/s proposed to be constructed by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited) on the said First Property and the said Second Property.
- (viii) The name of Magus Estates and Hotels Private Limited has been changed to Provenance Land Private Limited with effect from 8th August 2014 and a Fresh Certificate of Incorporation dated 8th August 2014 was issued under the Seal of the Registrar of Companies Magus Estates and Hotels Private Limited.
- (ix) The following Undertakings have been executed by the authorised representatives of Provenance Land Private Limited (formerly known as Magus Estates and Hotels Private Limited)
- (a) Undertaking dated 10th April, 2015 executed by Adarsh Jatia in his capacity as the Managing Director of Provenance Land Private Limited (now known as Magus Estates and Hotels Private Limited) in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the Office of Sub-Registrar at Bombay under Serial No. 4311 of 2015 to comply with the various undertaking dated 10th September, 2003 (mentioned hereinabove) submitted by Magus Estates and Hotels Private Limited in respect of the land formerly bearing Cadastral Survey No. 114 now bearing Cadastral Survey No. 1/136 admeasuring 10397.73 sq. mtrs. (Hotel Land);
- (b) Undertaking dated 10th April, 2015 executed by Adarsh Jatia in his capacity as the Managing Director of Provenance Land Private Limited (now known as Magus Estates and Hotels Private Limited) in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the Office of Sub-Registrar at Bombay under Serial No. 4312 of 2015 to comply with the various undertaking dated 30th May, 2006 submitted by Magus Estates and Hotels Private Limited in respect of the proposed residential building on the land

formerly bearing Cadastral Survey 1H/136 admeasuring 4069.37 sq. mtrs. (Residential Plot);

- (c) Undertaking dated 10th April, 2015 executed by Adarsh Jatia in his capacity as the Managing Director of Provenance Land Private Limited (now known as Magus Estates and Hotels Private Limited) in favour of The Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the Office of Sub-Registrar at Bombay under Serial No. 4313 of 2015 to comply with the various undertakings/affidavits submitted earlier by Magus Estates and Hotels Private Limited in respect of the proposal of the amended layout in respect of land bearing Cadastral Survey No. 1/136 admeasuring 10397.73 sq. mtrs. (Hotel Land), Cadastral Survey No. 1H/136 admeasuring 4069.37 sq. mtrs. (Residential Plot), Cadastral Survey No. 1I/136 admeasuring 1914.12 sq. mtrs. (Layout Road);
21. We have not caused any fresh advertisements to be published in local newspapers inviting claims from the public with regards to the said Property.
22. We have caused searches to be taken in the office of the Sub Registrar of Assurances at Mumbai through Mr. Nilesh Vagal, Search Clerk. Mr. Vagal has submitted his Search Report dated 18th January, 2016 on perusal whereof we observe that save and except the aforesaid documents, no other documents of title have been found to be registered which affect the rights of Provenance Land Private Limited in respect of the said Property.
23. We have caused a ROC search to be taken through Messrs. Deep Shukla and Associates, Company Secretaries who have submitted their ROC Search Report dated 5th February, 2016 on perusal whereof we observe that:
- (i) By an Unilateral Indenture of Mortgage dated 5th June, 2015 made between Provenance Land Private Limited therein referred to as "the Mortgagor/Borrower-1" and Bridgestone Developers Private Limited therein referred to as "the Borrower-2" of the One Part and Housing Development Finance Corporation Limited and Axis Bank Limited therein collectively referred to as "the Mortgagee" of the Other Part and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 6699 of 2015, the form of Equitable Mortgage created in favour of Housing Development Finance Corporation Limited and Axis Bank Limited by Provenance Land Private Limited on 24th January, 2013 was modified to an English Mortgage in respect of the property described under the Ninth to the Thirteenth Schedule hereunder written.
24. We have been furnished with a letter dated 24th December, 2015 issued by Provenance Land Private Limited (formerly known as Magus Estates and

Hotels Private Limited) addressed to us, to be read with their earlier letters dated 20th August, 2013 and 4th September, 2013 to the effect that:

- (a) Provenance Land Private Limited is the owner of and absolutely entitled to the said Property and is in possession thereof;
- (b) There is a BEST sub-station standing on a portion of the said Property which portion admeasures 38.14 sq.mtrs or thereabouts and the Indenture dated 28th March 1938 executed between the predecessor in title of Estates and Hotels Private Limited with BEST is valid, subsisting and binding on Provenance Land Private Limited;
- (c) save and except the aforesaid Mortgage created in favour of HDFC and Axis Bank Limited, there are no other subsisting lien, mortgage, charge, lease tenancy or other encumbrance of any nature whatsoever in respect of the said Property;
- (d) the said Property is not the subject matter of any pending litigation dispute or attachment either before or after judgment nor is there any restraint order or injunction passed by any court or authority pertaining to the said Property or any part thereof;
- (e) the said Property is not under occupation of tenants/occupants;
- (f) there is no winding up Petition pending against Provenance Land Private Limited nor any winding up order passed against the Provenance Land Private Limited;
- (g) there are no pending income tax, sales tax and/or any other statutory liabilities outstanding to be paid by Provenance Land Private Limited by reason whereof there is a threat of attachment in respect of the said Property;
- (h) the lands bearing Cadastral Survey No. 1/136, Cadastral Survey No.1A/136 (part), Cadastral Survey No. 133 and Cadastral Survey No. 114 were amalgamated into land bearing Cadastral Survey No. 1/136 and were subsequently sub-divided in the manner following:
 - (i) Cadastral Survey No. 1/136 admeasuring 10397.73 sq. mtrs. – Hotel Land;
 - (ii) Cadastral Survey No. 1F/136 admeasuring 302.81 sq. mtrs. – Land given to MCGM in exchange of land bearing Cadastral Survey No. 133 ;
 - (iii) Cadastral Survey No. 1G/136 admeasuring 155.35 sq. mtrs. – Amenity Space to be handed over to MCGM);

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- (iv) Cadastral Survey No. 1H/136 admeasuring 4069.37 sq. mtrs. – Residential Plot;
- (v) Cadastral Survey No. 1I/136 admeasuring 1914.12 sq. mtrs. – Layout Road and
- (vi) Cadastral Survey No. 1J/136 admeasuring 172.89 sq. mtrs. – Land for right of way to the Amenity Space to be handed over to MCGM.

From the aforesaid lands, the lands bearing Cadastral Survey No. 1/136 admeasuring 10397.73 sq. mtrs., Cadastral Survey No. 1G/136 admeasuring 155.35 sq. mtrs., Cadastral Survey No. 1H/136 admeasuring 4069.37 sq. mtrs., Cadastral Survey No. 1I/136 admeasuring 1914.12 sq. mtrs. and Cadastral Survey No. 1J/136 admeasuring 172.89 sq. mtrs. all admeasuring in the aggregate 16,709.46 sq. mtrs. or thereabouts stand in the name of Provenance Land Private Limited (formerly known as Magus Estates and Hotels Private Limited).

25. Subject to and by virtue of what is stated hereinabove read with our Certificates of Title dated 5th September, 2013 and our Supplemental Certificate of Title dated 29th October, 2014 and subject to the charge of HDFC Limited and Axis Bank Limited being cleared, it can be said that Provenance Land Private Limited (formerly known as Magus Estates and Hotels Private Limited) is entitled to and has a marketable title in respect of the said Property more particularly described in the Ninth to the Thirteenth Schedule hereunder written as the Owner in respect thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of lands being Plot No. 7 admeasuring 1040 sq.mtrs or thereabouts and Plot No. 8 admeasuring 881.41 sq.mtrs or thereabouts admeasuring in the aggregate 1921.41 sq.mtrs or thereabouts formerly bearing Cadastral Survey No.1C/136 of Lower Parel Division and now forming part of the land bearing Cadastral Survey No. 1/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai – 400 018 in the Registration District and Sub-District of Bombay City.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land being Plot No. 9 admeasuring 1061.87 sq.mtrs or thereabouts formerly bearing Cadastral Survey No.1D/136 of Lower

Parel Division and now forming part of the land bearing Cadastral Survey No. 1/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai-400 018 in the Registration District and Sub-District of Bombay City.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of lands being Plot No. 11 admeasuring 777.60 sq.mtrs or thereabouts and Plot No. 12 admeasuring 696.49 sq.mtrs or thereabouts admeasuring in the aggregate 1474.10 sq.mtrs or thereabouts formerly forming part of land bearing Cadastral Survey No.1A/136 of Lower Parel Division and now forming part of the land bearing Cadastral Survey No. 1/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai-400 018 in the Registration District and Sub-District of Bombay City.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land being Plot No. 10 admeasuring 1071.91 sq.mtrs or thereabouts bearing Cadastral Survey No.1A/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai-400 018 in the Registration District and Sub-District of Bombay City.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land being a private passage of 30 feet width admeasuring 1035.12 sq.mtrs or thereabouts as per the property register card but admeasuring 1035.13 sq.mtrs or thereabouts as per the Deed of Conveyance dated 30th October 2004 forming part of the land bearing Cadastral Survey No. 1/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai-400 018 in the Registration District and Sub-District of Bombay City.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land being a portion of the land bearing Cadastral Survey No.133 of Lower Parel Division which portion admeasures 302.81 sq.mtrs or thereabouts acquired by Magus Estates and Hotels Private Limited (now known as Provenance Land Private Limited), from Municipal Corporation of Greater Mumbai under the aforesaid registered Deed of Exchange dated 1st July 2011 situate, lying and being at Worli, Mumbai-400 018 in the Registration District and Sub-District of Bombay City.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land admeasuring 12,772 sq.yards equivalent to 10679.01 sq.mtrs or thereabouts bearing Cadastral Survey No.114 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai - 400 018 in the Registration District and Sub-District of Bombay City.

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THE EIGHTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land admeasuring 10145.05 sq.mtrs or thereabouts (being the original area of 10679.01 sq.mtrs less the area of 533.96 sq.mtrs surrendered to MCGM) bearing Cadastral Survey No.114 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai - 400 018 in the Registration District and Sub-District of Bombay City.

NINTH SCHEDULE ABOVE REFERRED TO

[HOTEL LAND (C.S. NO.1/136)]

ALL THAT piece or parcel of land admeasuring 10397.73 sq. mtrs. or thereabouts bearing Cadastral No. 1/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai 400 018 in the Registration District and Sub-District of Bombay City together with construction thereon, both, present and future (including without limitation "Four Seasons Hotel" admeasuring 19301.90 sq. mtrs. built-up area or thereabouts in the aggregate as per approved plans) and the said parcel of land is bounded as follows, that is to say:

On or towards North by plot bearing	Plot No. 1H/136;
On or towards East by plot bearing	Plot Nos. 1E/136 (part) & 138;
On or towards South by plot bearing	Plot Nos. 1J/136 & 1/114;
On or towards West by plot bearing	Plot No. 1I/136.

TENTH SCHEDULE ABOVE REFERRED TO

[Plot No.1G/136 (Space earmarked for Amenity to be handed over to BMC – C.S. No. 1G/136)]

ALL THAT piece or parcel of land admeasuring 155.36 sq. mtrs. or thereabouts bearing Cadastral No. 1G/136 of Lower Parel Division situate, lying and being at L.N. Pappan Marg, off Dr. E. Moses Road, Worli, Mumbai 400 018 in the Registration District and Sub-District of Bombay City together with construction thereon, both, present and future and the said parcel of land is bounded as follows, that is to say:

On or towards North by plot bearing	Public Road – L.N. Pappan Road;
On or towards East by plot bearing	Plot Nos. 1H/136;
On or towards South by plot bearing	Plot Nos. 1H/136;
On or towards West by plot bearing	Plot Nos. 1F/136.

ELEVENTH SCHEDULE ABOVE REFERRED TO

[Residential Land (C.S. No.1H/136)]

ALL THAT piece or parcel of land admeasuring 4069.37 sq. mtrs. or thereabouts bearing Cadastral No. 1H/136 of Lower Parel Division situate, lying and being at L.N. Pappan Marg, off Dr. E. Moses Road, Worli, Mumbai 400 018 in the Registration District and Sub-District of Bombay City together with construction thereon, both, present and future and the said parcel of land is bounded as follows, that is to say:

On or towards North by plot bearing	Plot No. 1F/136 & 1G/136;
On or towards East by plot bearing	Plot Nos. 5/136;
On or towards South by plot bearing	Plot Nos. 1/136;
On or towards West by plot bearing	Plot No. 1 B/ 136.

TWELFTH SCHEDULE ABOVE REFERRED TO

[Approach Road Land (C.S. No. 1 I/136)]

ALL THAT piece or parcel of land admeasuring 1914.12 sq. mtrs. or thereabouts bearing Cadastral No. 1I/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai 400 018 in the Registration District and Sub-District of Bombay City together with construction thereon, both, present and future and the said parcel of land is bounded as follows, that is to say:

On or towards North by plot bearing	Plot No. 1H/136;
On or towards East by plot bearing	Plot Nos. 1/136;
On or towards South by plot bearing	Dr. E. Moses Road;
On or towards West by plot bearing	Plot Nos. 115 and 133(part).

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THIRTEENTH SCHEDULE ABOVE REFERRED TO

**[Plot No.1J/136 (Approach Road to the Amenity space given to BMC by
Right of way – C.S. No. 1J/136)]**

ALL THAT piece or parcel of land admeasuring 172.89 sq. mtrs. or thereabouts bearing Cadastral No. 1J/136 of Lower Parel Division situate, lying and being at Dr. E. Moses Road, Worli, Mumbai 400 018 in the Registration District and Sub-District of Bombay City together with construction thereon, both, present and future and the said parcel of land is bounded as follows, that is to say:

On or towards North by plot bearing	Plot No.1/136;
On or towards East by plot bearing	Plot Nos. 1/114;
On or towards South by plot bearing	Plot Nos. 112;
On or towards West by plot bearing	Dr. E. Moses Road.

Dated this 26th day of February, 2016.

Kanga and Company,



Partner
Advocates & Solicitors