

BSV/ **5314** /2018

19th September, 2018

M/s. RIKKI RONIE DEVELOPERS,
6th Floor, Shah Trade Centre,
Rani Sati Marg,
Mumbai – 400 097.

Dear Sirs,

Re: All that piece and parcel of leasehold land bearing Survey No. 263, corresponding to CTS No.6A/16A of Village Malwani, Taluka Borivali admeasuring 14,925.90 square meters or thereabouts together with structures constructed and being constructed thereon situated at Jankalyan Nagar, Billa Bong International School, Off. Marve Road, Malad (West), Mumbai – 400 095 (“the said Property”).

We have prepared this Title Report in respect of the said Property on the basis of the documents of title furnished to us, a list of which is provided in Annexure “A” including the Search Report of Mr. Ashish Javeri for the period of 80 (Eighty) years for the searches taken in the office of the concerned Sub-Registrar of Assurances, the Declaration dated 6th August, 2018 and the Declaration dated 19th September, 2018 in relation to the said Property.

DESCRIPTION OF COPIES OF DOCUMENTS RECEIVED AND SCRUTINISED:

A. TITLE CHAIN:

1. It appears that by an Order dated 19th December, 1936 bearing No. LND/WS/9037 of Divisional Officer, District Thane, a plot of land admeasuring 4 acres 2 gunthas equivalent to 16268.36 square metres bearing Survey No. 263 (part) of village Malwani, Taluka Borivali, Mumbai Suburban District and now falling with the jurisdiction of Office of Sub-Registrar of Assurances at Borivali (hereinafter referred to as the “said Original Plot”) was given on lease to one Raymond Louis Patel for reclamation and cultivation for a period of 999 years. Copy of the aforesaid Order dated 19th December, 1936 bearing No. LND/WS/9037 is not available for our perusal and we understand that no formal lease deed was executed in favour of Raymond Louis Patel pursuant to the order.
2. The said Raymond Louis Patel died intestate on or about 3rd July, 1974 leaving behind him only nearest next-of-kin and legal heirs entitled to succeed to his

estate 6 (six) sons and 3 (three) daughters being (i) Mr. Walter Raymond Patel (ii) Mr. Leo alias Diago Raymond Patel (iii) Mrs. Clemy alias Suhasini Prashant Dighe, (iv) Mr. Morris alias George Raymond Patel (v) Mr. Gilbert alias Anthony Raymond Patel (vi) Mr. Marshall Raymond Patel (vii) Mr. Stephen Raymond Patel (viii) Mrs. Joanna alias Janu Roger Gonsalves and (ix) Mrs. Dolcy Thomas Ferreira (hereinafter referred to as "**Original Lessees**") according to the provisions of law of succession, by which succession to his estate was governed at the time of his demise. We understand that Mrs. Laudin Raymond Patel predeceased Mr. Raymond Louis Patel on 15th September 1973. Upon death of Mr. Raymond Louis Patel all his right, title, interest, benefits, advantage etc. including leasehold rights in respect of said Original Plot devolved upon the Original Lessees.

3. It appears that the said Stephen Raymond Patel (being one of the son of Late Raymond Louis Patel) died intestate on 20th September 1982 leaving behind him the said (1) Conception alias Kosu Denis Creado and (2) Nancy alias Ludda Denis Kinny as his only heirs and legal representatives according to law of succession by which he was governed at the time of his death. It appears that Mrs. Annie Stephen Patel, the wife of the said Stephen Raymond Patel predeceased him on 2nd December 1981.
4. The Office of Collector, Mumbai Suburban District issued a Show Cause Notice dated 9th April, 2002 bearing No.3D/VS1406 of 2001 to Raymond Louis Patel to show cause why the said Original Plot was not being cultivated as per the terms of allotment of said Original Plot and to explain why the said Original Plot should not be acquired by the Government.
5. Since the said Raymond Louis Patel had passed away, the Original Lessees being the heirs of the Late Raymond Louis Patel, through their advocate Dilip A. Thorat, addressed a letter dated 27th May, 2002 to Collector, Mumbai Suburban District in reply to the aforementioned Show Cause Notice dated 9th April, 2002 and denied the allegation/s made therein.
6. By and under an Agreement for Development-cum-Assignment dated 4th August, 2002 made between (i) Mr. Walter Raymond Patel (ii) Mr. Marshall Raymond Patel (iii) Mrs. Conception Creado (daughter of late Mr. Stephen Raymond Patel) (iv) Mrs. Nancy (Ludda) Kenny (daughter of late Mr. Stephen Raymond Patel) (v) Mr. Leo alias Diago Raymond Patel (vi) Mr. Morris alias George Raymond Patel (vii) Mr. Gilbert alias Anthony Raymond Patel (viii) Mr. Novel Rajesh Gonsalves (son of Mrs. Joanna alias Janu Roger Gonsalves for self, mother and sister) (ix) Mrs. Dolcy Thomas Pereira and (x) Mrs. Clemy alias Suhasini Prashant Dighe, therein referred to as the Assignor (hereinafter referred to as "**the Lessees**") of the one part and Arihant Developers, therein referred to as the Developer of the other part, the Assignors therein for self and on behalf of their respective heirs agreed to sell, transfer and assign all their right, title and interest including development rights in respect of the said Original Plot to the Developer therein on "as is where is basis" and subject to occupancy rights of the then existing tenants/occupants for the consideration and on the terms and conditions therein contained.

7. We observe that under the aforementioned Agreement for Development-cum-Assignment dated 4th August, 2002, Arihant Developers were entitled to assign the rights acquired therein to any third party and further the parties to the agreement had a right for specific performance against each other. We also observe that simultaneously against execution of the agreement, Arihant Developers were put in legal possession of the said Original Plot as part performance of the agreement.

8. It appears that the said Marshall Raymond Patel (being one of the son of Late Raymond Louis Patel) died intestate on 20th November 2002 leaving behind him his widow (1) Santan Marshall Patel and three daughters namely (2) Lourdes Jude Cabral, (3) Mary Stanly Gonsalves and (4) Leena Don Mark Menezes as his only heirs and legal representatives under law of succession by which he was governed at the time of his death.

9. It appears from the facts set out in the order dated 5th March, 2008 passed by the Revenue Minister that a notice was served upon the Lessees on 13th February, 2006, thereby informing that the hearing in respect of the Show Cause Notice dated 9th April, 2002 has been scheduled. It further appears that at the time of hearing, the Lessees were informed that the said Original Plot has been handed over to Maharashtra Housing and Area Development Authority ("MHADA").

10. Revenue and Forest Department, vide its Memorandum dated 2nd February, 2006 bearing No. S-30/LEN 2601/704/Pr.Kr.798/J-3 issued to the Collector, Mumbai Suburban District *inter-alia* informed that after appropriating from land bearing Survey No. 263/6A of village Malwani admeasuring 6.08 acres, the area affected by CRZ as well as area of one Bhika Bala Pawar (upon determining his ownership rights to the same), the remaining area along with other land parcels is agreed to be allotted/ handed over to MHADA. The Memorandum further records that MHADA is permitted to utilise the aforementioned lands for constructing transit camps instead of tenements for accommodating slum dwellers subject to the terms and conditions set out therein. We observe that as per additional term of the aforementioned memorandum, MHADA is required to take prior permission of Municipal Corporation of Greater Mumbai ("MCGM") before commencing construction of transit camps.

11. It appears that the said Joanna alias Janu Roger Gonsalves (being one of the daughter of Late Raymond Louis Patel) died intestate on 12th April 2006 leaving behind her children (1) Novel Rajesh Gonsalves and (2) Carroll Christy Tixeira as her only heirs and legal representatives according to law of succession by which she was governed at the time of her death. It appears that Roger Gonsalves spouse of the said Joanna alias Janu Roger Gonsalves predeceased her on 10th February 1977.

12. Upon perusing the order dated 5th March, 2008 passed by the Revenue Minister, we understand that the Lessees being aggrieved by the aforesaid memorandum dated 2nd February, 2006, preferred an appeal against the same on 9th October, 2007 before the Revenue Minister, *inter alia* praying for cancellation of the memorandum dated 2nd February, 2006 ("the said Appeal"). Copies of

aforementioned Appeal and proceedings filed therein are not available for our perusal.

13. The said Dolcy Thomas Ferreira (being one of the daughter of Late Raymond Louis Patel) died intestate on 18th November 2006 leaving behind her husband Mr. Thomas Ferreira and children (i) Bona Thomas Ferreira, (ii) Savio Thomas Ferreira, (iii) Rudolf Thomas Ferreira, (iv) Anthony Thomas Ferreira and (v) Ashly Thomas Ferreira as her only heirs and legal representatives according to law of succession by which she was governed at the time of her death. It appears that Mr. Thomas Ferreira husband of late Dolcy Thomas Ferreira died intestate on 14th March 2007 leaving behind his children (i) Bona Thomas Ferreira, (ii) Savio Thomas Ferreira, (iii) Rudolf Thomas Ferreira, (iv) Anthony Thomas Ferreira and (v) Ashly Thomas Ferreira as his only heirs and legal representatives according to law of succession by which he was governed at the time of his death.
14. It has been represented that by an unregistered Agreement dated 23rd February, 2007 made between Arihant Developers, therein referred to as the First Party of the one part and the Developer, therein referred to as the Second Party of the other part, Arihant Developers not being in a position to develop the said Original Plot, assigned all its right, title, interest, benefit and advantages in respect of the said Original Plot in favour of the Developer at or for the consideration and on the terms and conditions therein contained. We observe that simultaneously against execution of the agreement, Arihant Developers had put the Developer in possession of the said Original Plot. It has been represented to us that pursuant to Agreement dated 4th August, 2002, Arihant Developers had not taken any steps to develop the said Original Plot.
15. By and under an Irrevocable Power of Attorney dated 28th January, 2008 registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-2/3438 of 2008 executed by the Donors therein namely (i) Walter Raymond Patel (for self and for and on behalf of his four children John alias Francis, Mr. Brass); (ii) Satan Marshal Patel (for self and for and behalf of her three children Lourdes alias Clemy Gabrel, Mary alias Laudin Gonsalves and Leena alias Romana Marshal Patel); (iii) Nancy alias Ludda Kenny (being the daughter of late Stephen Raymond Patel and Annie Stephen Patel); (iv) Leo alias Diago Raymond Patel (for self and for and on behalf of his wife and three children Natty, Philip alias Savio, Roystin H. Walche, Jovita); (v) Morris alias George Raymond Patel (for self and for and behalf of his wife and three children Elizabeth, Safina, Yolanda, Sheldon); (vi) Gilbert alias Anthony Raymond Patel for self and for and on behalf of two children Christina and Roni; (vii) Novel Rajesh Gonsalves (for self and for and on behalf of his sister Carel C. Tixeria); (viii) Bona alias John (for self and for and on behalf of four brothers Savio alias Basil); (ix) Clemy alias Suhasini Dighe (for self and for and on behalf of three children Ashish, Apresh and Suchitra) (therein collectively referred to as the Assignor and/or Principal) in favour of the Developer and its partners viz. (i) Paras Shantilal Porwal and (ii) Manju Paras Porwal, the Principal therein appointed the Developer and its partners jointly and severally as their lawful attorneys *inter alia* for carrying out construction on the said Original Plot and thereby developing the same.

16. The above Power of Attorney *inter-alia* empowers the attorneys therein to transfer and assign rights in the said Original Plot or in any part thereof or to sell the said Original Plot or any part thereof to any person or persons as the attorneys shall deem fit and proper. We observe from the recitals of the Agreement dated 14th December, 2010 made between Walter Raymond Patel and others, therein referred to as the **Assignors** of the First Part; (ii) Arihant Developers therein referred to as the Confirming Part of the Second Part and (iii) the Developer therein referred to as the **Assignee** of the Third Part that the aforesaid Irrevocable Power of Attorney dated 28th January, 2008 was executed by Walter Raymond Patel and others in favour of the Developer, at the request of Arihant Developers.
17. Upon bearing the said Appeal, the Revenue Minister vide its order dated 5th March, 2008 allowed the appeal and further ordered that the said Original Plot as allotted/assigned to MHADA pursuant to memorandum bearing No. FS-30/LEN-2601/704/Pr.Kr.798/J3 dated 2nd February, 2006 shall be retained by MHADA and that the Collector should take necessary steps to allot an alternate plot of land admeasuring 4 acres and 2 gunthas out of the balance land available in Survey No. 263 to the Original Lessees.
18. Since it was not viable for the Original Lessees/Lessees to cultivate the alternate plot of land to be allotted to them pursuant to the order dated 5th March, 2008 passed by the Revenue Minister, Maharashtra Government, the Original Lessees/Lessees (through their constituted attorney Mr. Novel Rajesh Gonsalves) vide letter dated 5th May, 2008 addressed to Collector, Mumbai Suburban District, sought its consent for appointing a developer in respect of the alternate plot and executing and registering an irrevocable power of attorney in favour of such developer.
19. By and under a letter dated 6th May, 2008 addressed by the Collector, Mumbai Suburban District to Walter Raymond Patel, the Collector granted permission to appoint a developer and register an irrevocable power of attorney.
20. It appears that, pursuant to the aforementioned letter, the aforesaid Irrevocable Power of Attorney dated 28th January, 2008 was registered on 8th May, 2008 with the Office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-2/3438 of 2008.
21. Pursuant to the order dated 5th March, 2008 of the Revenue Minister, the Collector by his Order dated 7th July, 2008 *inter alia* directed the City Survey Officer, Goregaon to submit plans for allotting alternate plot out of the remaining area of Survey No.263 to the Original Lessees/Lessees and to take necessary direction from Government with respect to period of lease, lease rent and also directed that the Original Lessees/Lessees shall be liable to pay rent as may be decided by concerned authorities;
22. As per the aforesaid Order dated 5th March, 2008, the said Mr. Walter Raymond Patel and 9 (nine) others were informed by City Survey Officer, Goregaon vide letter dated 14th July, 2008 about Survey and demarcation of plot bearing CTS No.6A of Taluka Borivali on 28th July, 2008 and thereafter by and under a possession receipt dated 6th September, 2008 issued by City Survey Officer,

Goregaon, possession of plot of land admeasuring 4 Acres, 2 Gunthas equivalent to 16395.9 square meters out of Survey No. 263 (part) bearing C.T.S.No.6A (part) (now C.T.S No.6A/16 as per sub-division order as mentioned hereinafter) of Village Malwani, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as "the said Land") was handed over to the Developer (i.e. M/s. Rikki Ronie Developers) as constituted attorneys of Mr. Walter Raymond Patel and 9 (nine) others.

23. Charnakar Nivara Kendra Grihanirman Sanstha (proposed) ("the Society") through its chairman Mr. Ashok Gaikwad filed Written Submission dated 27th January 2009 before the Hon'ble Revenue Minister in Case No. S-30/LEN-2601/704/C.No.798/J-3, wherein the said Society has *inter-alia* prayed for review of Order dated 5th March 2008, passed by the then Hon'ble Revenue Minister to the effect that Walter Raymond Patel and others (being the Appellants in the said Appeal) be allotted land out of the non-development area and the Society be handed over possession of developable land.
24. The Revenue Minister vide its order dated 17th February, 2009, partly revised the Order dated 5th March, 2008 passed by the then Hon'ble Revenue Minister and *inter alia* directed that action should be taken for giving alternate land only for cultivation (Agriculture as livelihood) as per availability in non-development area of Survey No.263 and that if the Original Lessees/Lessees become eligible, then to get the same on lease basis on the prescribed terms and conditions.
25. In the meanwhile, the said Walter Raymond Patel and 33 others through their Advocate Mr. Abhay D. Thorat served a notice dated 14th March, 2009 *inter-alia* upon the Developer, thereby declaring the Power of Attorney dated 28th January, 2008 being cancelled and non-binding upon the Donors therein.
26. Being aggrieved by the Order dated 17th February, 2009 passed by the Hon'ble Revenue Minister, the Developer filed Writ Petition bearing No. 2024 of 2009 in Hon'ble Bombay High Court *inter-alia* praying that the impugned order be quash and set aside. An un-affirmed copy of the aforesaid Writ Petition bearing No.2024 of 2009 was furnished to us for our perusal.
27. Upon hearing the parties to the aforementioned writ petition, the Hon'ble Bombay High Court by its order dated 7th July, 2010 observed that the review application filed by the Society in Case No.S-30/LEN-2601/704/C.No.798/J-3 is an application by third party and the same could not have been entertained under proviso 4 to Section 258(1) of the Maharashtra Land Revenue Code, 1966 and consequently set aside the impugned order dated 17th February, 2009 passed by the Revenue Minister.
28. The Developer, along with Paras Shantilal Porwal and Manju Paras Porwal filed a Suit bearing No.2336 of 2009 against Mr. Walter Raymond Patel and 35 others (including Arihant Developers) in the Hon'ble Bombay High Court *inter-alia* praying that the aforesaid Power of Attorney dated 28th January, 2008 be declared as valid, legal, subsisting and binding upon the Defendant Nos.1 to 29 therein and the notice dated 14th March, 2009 issued Advocate Mr. Abhay D. Thorat be declared as invalid, illegal and bad in law.

29. By and under an Agreement dated 14th December, 2010 made between Walter Raymond Patel, Francis Alias John Walter Patel, Bonny Walter Patel, Braz Walter Patel, Malcolm Walter Patel, Santan Marshall Patel, Lourdes Jude Cabral, Mary Stanly Gonsalves, Leena Don Mark Menezes, Conception Alias Kosu Denis Creado, Nancy Alias Ludda Denis Kinny Gilbert Alias Anthony Raymond Patel, Christina Gilbert Patel, Rony Gilbert Patel, Bona Thomas Ferreira, Savio Thomas Ferreira, Rudolf Thomas Ferreira, Anthony Thomas Ferreira, Ashly Thomas Ferreira, Leo Alias Diago Raymond Patel, Natty Leo Alias Diago Patel, Philip Alias Savio Leo Patel, Royston Leo Patel, Jovita Leo Patel, Morris Alias George Raymond Patel, Elizabeth Morris Alias George Patel, Sheldon Morris Patel, Sophina Morris Patel, Yolanda Alias Pinky Morris Patel, Clemy Alias Suhasini Prashant Dighe, Ashish Prashant Dighe, Apresh Prashant Dighe, Suchitra Joe Ferreira, Novel Rajesh Gonsalvis and Carrol Christy Tixeira therein and hereinafter referred to as the **Assignors** of the First Part; Arihant Developers therein referred to as the Confirming Part of the Second Part and the Developer therein referred to as the **Assignee** of the Third Part, the Assignors therein agreed to convey, assign and transfer their leasehold rights in respect of the said Land and all their right, title, interest, benefits, advantages in respect thereof with exclusive, unconditional and irrevocable development rights in respect of the said Land in favour of the Developer, for a consideration and on the terms and conditions contained therein. The Confirming Party to the above agreement confirmed (i) having received the entire consideration due and payable to it under Agreement dated 23rd February, 2007 and pursuant thereto not having any right, title and interest of any nature whatsoever either on the said Original Plot and/or on the said Land or any part thereof. The Confirming Party further confirmed the transfer and assignment of leasehold rights in respect of the said Land by the Assignors in the favour of the Assignees. We observe that even though no formal lease deed has been executed in favour of the Developer, the property card pertaining to the said Land (after reducing the area under D.P Road) reflects the Developer as a lessee.

30. We note that the aforesaid Agreement was executed in pursuance of and as a condition of the settlement arrived between the Assignors and the Assignee therein in Suit No. 2336 of 2009. The agreement *inter-alia* empowers the Assignee (i) to create mortgage, charge, lien and other encumbrances on the said Land and (ii) to transfer its rights and benefits acquired under the agreement. The agreement further states that the Assignors therein shall not be entitled to terminate and/or put an end to understanding recorded therein and the Assignors have received the entire consideration from the Assignees therein.

31. Pursuant to the aforesaid Agreement, the Assignors executed a Supplemental Irrevocable Power of Attorney dated 14th December, 2010 whereby the Assignors jointly and severally appointed (i) the Developer, (ii) Mr. Premji Harakhchand Shah and (iii) Mr. Himmat Ganeshlal Kachhara being the partners of the Developer as their lawful attorney *inter-alia* to carry out construction on the said Land and do all such acts and things which are incidental thereto.

32. We observe that under the aforementioned Supplemental Irrevocable Power of Attorney, the Developer is empowered to mortgage, hypothecate, pledge etc. the

said property (as referred therein) or any part thereof and/or the development rights thereof and all the flats and the premises in the buildings to be constructed on the said Land and receivables etc. in favour of any person, bank and/or financial institution etc. and borrow money.

33. The parties to the Suit No.2336 of 2009 being the Developer and the Assignors filed Consent Terms dated 14th June, 2011 in the suit thereby recording the settlement arrived between them, the Hon'ble Bombay High Court had taken on record the consent terms, accordingly passed an order dated 13th February, 2012 and disposed off the suit.
34. The Consent Terms dated 14th June, 2011 is registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-11/8389 of 2012 and *inter-alia* records that (i) the Power of Attorney dated 28th January, 2008 and Supplemental Irrevocable Power of Attorney dated 14th December, 2010 are valid, subsisting and binding on the Assignors; (ii) the Agreement for Development cum Assignment dated 4th August, 2002 is valid, subsisting and binding on the Assignors; (iii) the Consent Term dated 14th June, 2011 shall operate as an Agreement for Assignment cum Development in respect of the said Land in the manner and in the terms and conditions mentioned in the Agreement dated 14th December, 2010; and (iv) the Developer will be entitled to develop the said Land and construct buildings thereon.
35. By and under a Supplementary Agreement for Assignment dated 22nd December, 2010 made between Mr. Novel R. Gonsalves, as Assignor therein of the First Part, the Developer, therein also referred to as Developers of the Second Part and Mr. Murari Munim and Another, as Confirming Party No.1 of the Third Part and Shree Sadguru Constructions Private Limited, as Confirming Party No.2 of the Fourth Part, the Assignor therein with the confirmation of the Confirming Party Nos.1 and 2 agreed to assign his undivided share in the rights, title and interest in the said Land to Assignee therein at or for a consideration being Rs.40,00,000/- (Rupees Forty Lacs only) together with premises (being constructed on the said Land) admeasuring 1100 sq.ft. and on the terms and conditions recorded therein.
36. The Assignors on 28th December, 2010 executed a Power of Attorney in favour of Mr. Deven Premji Shah conferring upon him the power to lodge documents pertaining to the said Land with the concerned office of Sub-Registrar of Assurances and admit execution thereof. The Power of Attorney is duly registered with the office of Sub-Registrar of Assurances at Borivali under Serial No.BDR-11/11735 of 2010.
37. Upon considering application of the Developer, the office of Collector, Mumbai Suburban District vide Order bearing No.C/Kar-7A/LND/Povi/SRB-4736dated 23rd April, 2012 approved sub-division of the said Land from the larger land bearing CTS No. 6A. Pursuant to the above order, the City Survey authority subdivided the said Land and a separate property register card was generated allotting the said Land C.T.S No.6A/16. The Property Register Card pertaining to C.T.S No.6A/16 i.e. the said Land reflects name of the Developer as a Lessee therein.

38. The Collector, Mumbai Suburban District vide its order bearing No.C/Kar-3D/L-642 dated 24th April, 2012 granted permission to develop the said Land subject to the terms and conditions set out therein, certain terms and conditions of the aforesaid order are as follows:

- i. the Developer is liable to pay Non-agricultural Assessment for the said Land.
- ii. the Developer is required to make application to MCGM to determine the extent of TDR which can be loaded on the said Land and as such prior permission of MCGM is required to load TDR on the said Land.
- iii. the Developer has to obtain prior permission of the Collector before creating mortgage on the said Land and an amount equivalent to 0.25% or 0.50% of the mortgage amount has to be paid to the Collector.
- iv. the Developer has to hand over 10% of the Built up area in the form of tenements each having carpet area of 20.9 square meters and 40% of the Built up area in the form of tenements each having carpet area of 25 square meters to MCGM.
- v. the Developer shall not mortgage, sell, transfer and convey the said Land or any part thereof without the prior consent of the Collector.
- vi. the development of the said Land should be completed in two years from the date of order.

39. By and under an Agreement dated 16th March, 2013 made between Government of Maharashtra of the One Part and the Developer (therein referred to as the Lessee) of the Second Part and registered with the Office of Sub-Registrar of Assurances at Borivali under Serial No.BRL-9/ 2086 of 2013 it is recorded that the Government of Maharashtra has consented for (i) transfer of Original Lessee's/Assignors rights in respect of the said Land to Developer, (ii) Non-agricultural use of the said Land by constructing residential premises thereon and (iii) transferring the structures constructed on the said Land in favour of the Co-operative Society/Condominium/Flat Owners Association subject to terms and conditions recorded therein.

40. The above agreement records that prior consent of the Collector/Government will have to be obtained for creating charge on the said Land in favour of financial institution. The agreement further records that without prior consent of the Collector/Government the Lessee shall not mortgage the said Land or any part thereof, sell or transfer the same.

41. By and under a Deed of Assignment dated 7th May, 2014 made between the Assignors therein also referred to as the Assignors of the One part and the Developer therein referred to as the Assignees of the Other part and registered with the Office of the Sub-Registrar of Assurances at Borivali-3 under Serial No.2726 of 2014, the said Assignors transferred, assigned, granted and assured unto the Developer all their leasehold rights in the said Land for the consideration

and subject to payment of the rents and observance and performance of the covenants and conditions recorded therein. We observe that the aforesaid Deed of Assignment **has** been signed by Mr. Himmat Ganeshlal Kachhara on behalf of the Assignors as their Constituted Attorney.

42. It appears that the understanding recorded under Supplementary Agreement for Assignment dated 22nd December, 2010 (made between Mr. Novel R. Gonsalves and the Developer) was mutually revised to the end and intend that instead of one flat admeasuring 1100 sq.ft., the Developer shall allot two flats in sale building being constructed on the said Land.
43. Accordingly, by and under an Agreement dated 17th November, 2014, made between the Developer, therein referred to as the Promoter of the One Part and Mr. Novel Rajesh Gonsalves therein referred to as Allottee of the Other Part and registered with the Office of the Sub-Registrar of Assurances at Borivali-VII under Serial No. BRL-7/9301/2014, the Developer agreed to allot Flat No. 501 admeasuring 650 square feet (carpet) on 5th floor in 'C' wing of the building namely "Royal Oasis" to be constructed on the said Land to the Allottee therein.
44. By another Agreement dated 17th November, 2014, made by and between the Developer therein referred to as Promoter of the One Part and Mr. Novel Rajesh Gonsalves therein referred to as Allottee of the Other Part and registered with the Office of the Sub-Registrar of Assurances at Borivali-VII under Serial No. BRL-7/9299/2014, the Developer agreed to allot Flat No. 502 admeasuring 464 square feet (carpet) on 5th floor in "C" wing of the building namely "Royal Oasis" to be constructed on the said Land to the Allottee therein.
45. The said Mr. Novel Rajesh Gonsalves under Declaration cum Indemnity dated 17th November, 2014 *inter-alia* ratified and confirmed execution of Deed of Assignment dated 7th May, 2014 by Mr. Himmat Ganeshlal Kachhara as his constituted attorney in respect of his undivided share, right, title and interest in the said Land. We observe that the declaration is registered with the Office of the Sub-Registrar of Assurances at Borivali – VII under Serial No. BRL-7/9300 of 2014.
46. The Office of Additional Tahsildar, N.A, Borivali vide its letter dated 27th January, 2016 addressed to the Developer, *inter-alia* observed that as the said Land is being utilised for non-agricultural purposes, non-agricultural assessment is due and payable in respect thereof. We understand from the exchange of correspondence between the Developer and the Office of Additional Tahsildar that the Developer is contesting imposition of N.A. assessment in respect of the said Land and refused the payment thereof ("the outstanding N.A. Assessments").
47. MCGM vide its Possession Receipt dated 23rd August, 2017 bearing No. ACQ/WS/FSL/2025 confirmed having received possession of 18.30 metres D.P Road admeasuring 1470 square meters affecting CTS No. 6A/16(pt) from Mr. Deven P. Shah partner of the Developer.

48. MCGM vide its Possession Receipt dated 24th August, 2017 bearing No. CHE/AR/DPWS/P/N-02 confirmed having received possession of 140 tenements (each admeasuring 25 sq.mtrs.) and 44 parking spaces in Building No.2 (Wing A and B) being the area reserved for public housing. We understand that the above hand over was pursuant to one of the terms under the order bearing No.C/Kar-3D/L-642 dated 24th April, 2012 passed by the Collector, Mumbai Suburban District. It has been represented to us that the Developer shall be constructing further buildings for the purpose of handing over the same to MCGM under public housing reservation. It is further represented to us that eventually land admeasuring 2506 sq. mtrs. (out of the said Land) consisting of public housing buildings will be handed over to MCGM.

49. The Collector, Mumbai Suburban District by its order dated 7th March, 2018 bearing No.C/karya-3D/L-642/28 *inter-alia* agreed to extend the time period for completing the construction on the said Land till 10th January, 2019 subject to payment of Rs.14,22,01,429/- by the Developer as and by way of delayed payment ("said Order").

50. Pursuant to the aforesaid order dated 7th March, 2018, Maharashtra Government vide its demand notice dated 9th March, 2018 called upon the Developer to pay the aforementioned sum of Rs.14,22,01,429/- (Rupees Fourteen Crores Twenty Two Lacs One Thousand Four Hundred and Twenty Nine only) within 7 days from the date of the notice failing which it is stated that proceedings under Section 174 of the Maharashtra Land Revenue Code, 1966 for recovery of the amount will be initiated ("Notice No.1").

51. Thereafter, Tahsildar, Borivali vide its Notice dated 16th March, 2018 called upon the Developer to pay the aforesaid amount of Rs.14,22,01,429/- (Rupees Fourteen Crores Twenty Two Lacs One Thousand Four Hundred and Twenty Nine only). The Notice further stated that if the amount mentioned therein is not paid within a period of 15 (fifteen) days from the date of notice then the same shall be recovered as arrears of land revenue and the said Land shall be attached for recovering such amount ("Notice No.2").

B. MORTGAGE:

1. Pursuant to request of Developer (in accordance with the terms of Agreement dated 16th March, 2013), the Collector, Mumbai Suburban vide its order dated 16th February, 2015 bearing No.C/Karya-3D/L-615/111 granted permission to create mortgage on the said Land in favour of Union Bank of India and Bank of India subject to the terms and conditions mentioned therein. The order further records that a sum of Rs.22,75,000/- (Rupees Twenty Two Lakhs Seventy Five Thousand Only) [being 0.25% of the loan amount of Rs.91,00,00,000/- (Rupees Ninety One Crores Only)] has been deposited by the Developer in accordance with the terms therein.

2. The above order states that, if the Developer, in future wishes to create another mortgage with any other institution then, a prior permission will again have to be obtained from the Collector for the same.

3. By and under an Indenture of Mortgage dated 20th February, 2015 made between (i) Premji H. Shah (Mortgagor No. 1), (ii) Himmat G. Kachhara (Mortgagor No. 2), (iii) Deven P. Shah (Mortgagor No. 3), (iv) the Developer (Mortgagor No. 4/Borrower) [therein collectively referred to as the Mortgagors] of the First Part; the Developer therein referred to as the Borrower of the Second Part; Union Bank of India, therein referred to the Union Bank of India or the Lead Bank of the Third Part and Bank of India therein referred to Bank of India of the Fourth Part (Union Bank of India and Bank of India are therein collectively referred to the Mortgagees) and registered with the Office of the Sub-Registrar of Assurances at Borivali-7 under Serial No. BRL-7/1674 of 2015, the Developer in pursuance of the Term Loan facility granted by Union Bank of India and Bank of India to the tune of Rs.48,00,00,000/- (Rupees Forty Eight Crores Only) and Rs.43,00,00,000/- (Rupees Forty Three Crores Only) respectively to it and with a view to secure the repayment of same created a charge in favour of the Mortgagees *inter alia* on the said Property on the terms and conditions mentioned therein.

Subsequently by and under a Deed of Reconveyance dated 31st August, 2018 made between the aforesaid parties and registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/13112 of 2018, the mortgagees therein pursuant to repayment of the term loan facility availed under the aforesaid Indenture of Mortgage dated 20th February, 2015 *inter-alia* reassigned, re-conveyed and released unto the mortgagors therein the said Property in the manner therein contained.

4. By and under a Debenture Trust Deed dated 6th August, 2018 registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/11881 of 2018 read with Supplemental Deed dated 11th September, 2018 registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/13740 of 2018 both executed by (i) Rikki Ronie Developers Private Limited, (ii) Deven P. Shah, (iii) Premji H. Shah, (iv) Himmat G. Kachhara, (v) Nagji K. Rita, (vi) Virji D. Gada, (vii) M/s. Rikki Ronie Developers and (viii) M/s. Royal Lifescapes in favour of Vistra ITCL (India) Limited therein referred to as the Debenture Trustee for the benefit of the debenture holders of 8000 (Eight Thousand) unlisted senior secured fully redeemable non-convertible debentures of face value of Rs. 1 Lakh each, aggregating to Rs. 80 Crores, issued by Rikki Ronie Developers Private Limited, the Developer had *inter alia* agreed to create first ranking sole and exclusive charge by way of a registered English mortgage on the "Mortgaged Properties" as defined therein in favour of the Debenture Trustee in the manner and on the terms and conditions set out therein.

5. Pursuant to the request of the Developer (in accordance with the terms of the aforesaid order dated 16th February, 2015), the Collector, Mumbai Suburban vide its order dated 23rd August, 2018 bearing No.C/Karya-3D/L-642/646/2018 granted permission to create mortgage on the said Land in favour of Vistra ITCL (India) Limited (Debenture Trustee) appointed by Reliance AIF Management Company Limited subject to the terms and conditions mentioned therein. The order further records that a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only)

[being 0.25% of the loan amount of Rs.80,00,00,000/- (Rupees Eighty Crores Only)] has to be deposited with the Collector.

6. We have been provided with a copy of the receipt dated 1st September, 2018 evidencing the aforementioned payment of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) [being 0.25% of the loan amount of Rs.80,00,00,000/- (Rupees Eighty Crores Only)].
7. By and under an Indenture of Mortgage dated 4th September, 2018 made between (i) Rikki Ronie Developers Private Limited therein referred to as the Company of the First Part, (ii) Deven P. Shah, (iii) Premji H. Shah, (iv) Himmatal G. Kachhara, (v) Nagji K. Rita, (vi) Virji D. Gada therein collectively referred to as the Promoters of the Second Part, (v) the Developer therein referred to as the Mortgagor/Co-Borrower-1 of the Third Part, (vi) M/s. Royal Lifescapes therein referred to as the Co-Borrower-2 of the Fourth Part and Vistra ITCL (India) Limited therein referred to as the Debenture Trustee of the Fifth Part and registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/13334/2018, the Mortgagor therein has created first exclusive charge on the "Subsequent Mortgaged Properties" as defined therein (which includes a portion of the said Land and the structures standing/to be constructed thereon), in favour of the Debenture Trustee with a view to secure repayment of financial assistance of Rs.80,00,00,000/- (Rupees Eighty Crores only) granted by Debenture Trustee on the terms and conditions stated therein.

C. SEARCHES & PUBLIC NOTICES:

Searches in the offices of the Sub-Registrar of Assurances:

For the purpose of this Report, we have relied on the Search Reports issued by Mr. Ashish Javeri who had independently conducted searches in the records of the Sub-Registrar of Assurances at Mumbai, Bandra, Thane, Vasai and Borivali – I to 11 for ascertaining the title of the said Property for the last 80 (eighty) years. In addition to the registered documents already mentioned hereinabove no other documents are reflected in the Search Report.

2. Public Notice:

We have issued public notices in The Times of India and Maharashtra Times both dated 8th May, 2018 *inter alia* for investigating title of the Developer to the said Property described in the Schedule hereunder written and have not received any claims/objections in respect of the same.

D. APPROVALS/LICENSES/CLEARANCES AND OBSERVATIONS:

We have perused the following approvals/licenses/clearances:

1. Intimation of Disapproval (IOD):

- i. MCGM issued its Intimation of Disapproval dated 13th August, 2013 bearing No. CHE/A-0432/BP(WS)/AP in respect of Building No. 1 on portion of the said Land in the manner and on the terms and conditions set out therein.
- ii. MCGM issued its Intimation of Disapproval dated 29th March, 2016 bearing No. CHE/A-0433/BP(WS)/AP in respect of Building No. 2 on portion of the said Land in the manner and on the terms and conditions set out therein.

2. Commencement Certificate (CC):

We note that the Commencement Certificate issued by MCGM is extended *inter-alia* for the entire work of Wing A, B, C and D of Building No. 1 comprising of Stilt + Podium + 1st to 21st Residential upper floors. We observe that the extended commencement certificate is valid upto 19th February, 2019.

3. D.P Remarks:

As per D.P. Remarks issued by the office of Chief Engineer (Development Plan) dated 16th June, 2008 in respect of land bearing CTS No.6A (part) we understand that portion of the said Land is affected by Public Housing and D.P. Road and the same falls within residential zone.

4. Property Register Card:

On perusing the Property Register Card pertaining to CTS No. 6A/16A we note as follows:

- i. As per the entry dated 31st July, 2015 an area admeasuring 1470 square meters was reduced from the area of CTS No. 6A/16 as road set back area and a separate property card in respect thereof (i.e. land admeasuring 1470 sq.mtrs.) was generated and allotted CTS. No 6A/16B. Further, for the remaining area of CTS. 6A/16 i.e 14925.9 square meters, a separate property card was issued bearing CTS. No 6A/16A.
- ii. That the land forming part of the said Property as described in the Schedule hereunder written is a Government land and the name of the Developer i.e. M/s. Rikki Ronie Developer appears as Lessee in respect of land bearing CTS. No 6A/16A.

5. Village Form 7/12:

On perusing the village form 7/12 pertaining to Survey No. 263/9 we note that the name of Maharashtra Government appears in the Holder Column pertaining to an area admeasuring 16395.9 square meters. Further, we note

that the name of M/s. Rikki Ronie i.e. the Developer appears as Lessee in the other rights column.

6. Property Tax, Water Tax, Electricity Bills:

- i. We have been provided with copies of the receipts bearing Nos. 5310841 and 5310839 both dated 15th March, 2017 issued by the Brihanmumbai Mahanagar Palika in the name of the Developer evidencing payment made towards the Property tax.
- ii. We have been provided with copies of the receipts bearing Nos. 5409838 and 5412417 dated 19th January, 2018 and 20th January, 2018 respectively issued by the Brihanmumbai Mahanagar Palika in the name of the Developer evidencing payment made towards the Property tax.
- iii. On perusal of Electricity Bill dated 29th May, 2018 pertaining to Consumer No. 9000 0075 4690, we understand that the electricity charges are duly paid. We have been informed by the Developer that they have not obtained water connection for the project so far.

E. LITIGATION:

The Developer being aggrieved by the said Order, Notice No.1 and Notice No.2 filed Writ Petition No (L). 1267 of 2018 in the Bombay High Court against The State of Maharashtra and others, inter-alia, praying that (i) the Government Resolution dated 11th January, 2017, the Order, Notice No. 1 and Notice No.2 be quashed and set aside; (ii) the Collector of Mumbai Suburban District be directed to consider and decide the applications submitted by the Petitioners for extension of time; (iii) pending the hearing and final disposal to stay operation of the Government Resolution dated 11th January, 2017, the said Order, Notice No. 1 and Notice No.2 and (iv) the Respondents and their agents be restrained from taking any action against the Petitioners pursuant and/or in implementation of the Government Resolution dated 11th January, 2017, the said Order, Notice No. 1 and Notice No.2. We understand that the above Writ Petition is pending for hearing and no adverse orders have been passed therein.

Upon hearing the parties to the aforementioned writ petition, the Division Bench (comprising of S.C. Dharmadhikari and Mrs. Bharati H. Dangre, JJ) of the Hon'ble Bombay High Court passed an order dated 11th July, 2018 revising the said Order and disposing off the writ petition. As per revision, upon deposit of Rs.5,00,00,000/- (Rupees Five Crores only) by the Developer with Collector of Mumbai Suburban District on or before 31st August, 2018, the Collector of Mumbai Suburban District shall pass an order extending the time period for completing the construction on the said Land to 30th September, 2020. The Hon'ble Bombay High Court, with a view to enable the Developer to deposit the aforementioned sum of Rs.5,00,00,000/- (Rupees Five Crores only), vide its aforementioned order, restrained the Respondents therein from taking any coercive steps to recover and collect any sum under the said Order.

Pursuant to the aforesaid order, the Developer has deposited an amount of Rs. 5,00,00,000/- (Rupees Five Crores only) with the revenue department on 23rd August, 2018.

F. IT MAY BE NOTED THAT:

- (a) We have not visited/ inspected any part of the said Property or any part thereof;
- (b) We have not inspected originals of any of the documents of title or other papers referred herein;
- (c) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and
- (d) The following has been assumed by us:
 - (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
 - (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (e) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Company, Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid by the Developer to us in that behalf.

G. CONCLUSION:

Subject to the aforesaid and in particular, the pending mortgage in favour of Vistra ITCL (India) Limited, we are of the opinion that the Developer i.e. M/s. Rikki Ronie Developers is entitled to the said Property more particularly described in the Schedule hereunder written as Lessee and is further entitled to develop/construct buildings on the said Property and sell flats therein.

THE SCHEDULE HEREIN ABOVE REFERRED TO:
(Description of the "said Property")

All that piece and parcel of leasehold land bearing Survey No.263, corresponding to C.T.S. No. 6A/16A of Village Malwani, Taluka Borivali admeasuring 14,925.90 square metres or thereabouts together with structures standing thereon/ being constructed

thereon situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (West), Mumbai – 400 095 within Registration District and Sub-District of Mumbai Suburban and bounded as under:-

On or towards the East	: by CTS NO. 6A (part);
On or towards the West	: by CTS NO. 6A (part);
On or towards the North	: by boundary of village Charkop; and
On or towards the South	: by CTS NO. 6A (part).

Kanga & Company,

B. Vaidya
Partner

Housiey.com

ANNEXURE "A"
List of Documents perused

The following is a list of copies of documents perused:

1. Show Cause Notice dated 9th April, 2002 bearing No.3D/VS1406 of 2001, addressed to Raymond Louis Patel, issued by the Office of Collector, Mumbai Suburban District.
2. Letter dated 27th May, 2002 by the Original Lessees, through their advocate Dilip A. Thorat, addressed to Collector, Mumbai Suburban District (Reply to the Show Cause Notice dated 9th April, 2002).
3. Agreement for Development-cum-Assignment dated 4th August, 2002.
4. Memorandum dated 2nd February, 2006 bearing No. S-30/LEN 2601/704/Pr.Kr.798/J-3 issued to the Collector, Mumbai Suburban District by the Revenue and Forest Department.
5. Order dated 5th March, 2008 passed by the Revenue Minister.
6. Irrevocable Power of Attorney dated 28th January, 2008 registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-2/3438 of 2008.
7. Letter dated 6th May, 2008 addressed to Walter Raymond Patel, issued by the Collector, Mumbai Suburban District.
8. Order dated 7th July, 2008 passed by the Collector.
9. Letter dated 14th July, 2008, addressed to Mr. Walter Raymond Patel and 9 (nine) others, issued by the City Survey Officer, Goregaon.
10. Possession receipt dated 6th September, 2008 issued by City Survey Officer, Goregaon.
11. Written Submission dated 27th January 2009, filed by Charmakar Nivara Kendra Grihanirman Sanstha, through its chairman Mr. Ashok Gaikwad, before the Hon'ble Revenue Minister in Case No. S-30/LEN-2601/704/C.No.798/J-3.
12. Order dated 17th February, 2009 passed by the Revenue Minister.
13. Notice dated 14th March, 2009 served by Walter Raymond Patel and 33 others, through Adv Mr. Abhay D. Thorat, upon the Developer.
14. Writ Petition bearing No. 2024 of 2009 filed by the Developer in the Hon'ble Bombay High Court.
15. Order dated 7th July, 2010 passed by the Hon'ble Bombay High Court.

16. Suit bearing No.2336 of 2009 filed by Paras Shantilal Porwal and Manjuparas Porwal against Mr. Walter Raymond Patel and 35 others (including Arihant Developers) in the Hon'ble Bombay High Court.
17. Agreement dated 14th December, 2010.
18. Supplemental Irrevocable Power of Attorney dated 14th December, 2010.
19. Consent Terms dated 14th June, 2011 registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-11/8389 of 2012, in the Suit bearing No.2336 of 2009.
20. Order dated 13th February, 2012 passed by the Hon'ble Bombay High Court.
21. Supplementary Agreement for Assignment dated 22nd December, 2010.
22. Power of Attorney dated 28th December, 2010, registered with the office of Sub-Registrar of Assurances at Borivali under Serial No.BDR-11/11735 of 2010.
23. Order dated 23rd April, 2012, bearing No.C/Kar-7A/LND/Povi/SRB-4736 passed by the office of Collector, Mumbai Suburban District.
24. Order dated 24th April, 2012, bearing No.C/Kar-3D/L-642 passed by the the Collector, Mumbai Suburban District.
25. Agreement dated 16th March, 2013, registered with the Office of Sub-Registrar of Assurances at Borivali under Serial No.BRL-9/ 2086 of 2013.
26. Deed of Assignment dated 7th May, 2014, registered with the Office of the Sub-Registrar of Assurances at Borivali-3 under Serial No.2726 of 2014.
27. Agreement dated 17th November, 2014, registered with the Office of the Sub-Registrar of Assurances at Borivali-VII under Serial No. BRL-7/9301/2014.
28. Agreement dated 17th November, 2014, registered with the Office of the Sub-Registrar of Assurances at Borivali-VII under Serial No. BRL-7/9299/2014.
29. Declaration cum Indemnity dated 17th November, 2014, registered with the Office of the Sub-Registrar of Assurances at Borivali – VII under Serial No. BRL-7/9300 of 2014.
30. Letter dated 27th January, 2016, addressed to the Developer issued by the Office of Additional Tahsildar, N.A, Borivali.
31. Possession Receipt dated 23rd August, 2017 bearing No. ACQ/WS/FSI/2025 issued by MCGM.
32. Possession Receipt dated 24th August, 2017 bearing No. CHE/AR/DPWS/P/N-02 issued by MCGM.
33. Order dated 7th March, 2018 bearing No.C/karya-3D/L-642/28 passed by the Collector, Mumbai Suburban District.

34. Demand notice dated 9th March, 2018, issued by the Maharashtra Government to the Developer.
35. Notice dated 16th March, 2018, issued by the Tahsildar, Borivali, addressed to the Developer.
36. Order dated 16th February, 2015 bearing No.C/Karya-3D/L-615/111, issued by the Collector, Mumbai Suburban.
37. Indenture of Mortgage dated 20th February, 2015.
38. Deed of Reconveyance dated 31st August, 2018, registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/13112 of 2018.
39. Debenture Trust Deed dated 6th August, 2018, registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/1881 of 2018.
40. Supplemental Deed dated 11th September, 2018 registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/13740 of 2018.
41. Order dated 23rd August, 2018 bearing No.C/Karya-3D/L-642/646/2018, passed by the Collector, Mumbai Suburban.
42. Receipt dated 1st September, 2018, evidencing the payment of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) [being 0.25% of the loan amount of Rs.80,00,00,000/- (Rupees Eighty Crores Only)].
43. Indenture of Mortgage dated 4th September, 2018, registered with the Office of the Sub-Registrar of Assurances at Borivali-4 under Serial No. BRL-4/13334/2018.
44. Intimation of Disapproval dated 13th August, 2013 bearing No. CHE/A-0432/BP(WS)/AP, in respect of Building No. 1, issued by MCGM.
45. Intimation of Disapproval dated 29th March, 2016 bearing No. CHE/A-0433/BP(WS)/AP in respect of Building No. 2, issued by MCGM.
46. Commencement Certificate issued by MCGM for the entire work of Wing A, B, C and D of Building No. 1 comprising of Stilt + Podium + 1st to 21st Residential upper floors.
47. D.P. Remarks, dated 16th June, 2008, issued by the office of Chief Engineer (Development Plan) in respect of land bearing CTS No.6A (part).
48. Property Register Card pertaining to CTS No. 6A/16A.
49. Village form 7/12 pertaining to Survey No. 263/9.
50. Receipts dated 15th March, 2017, bearing Nos. 5310841 and 5310839, issued by the Brihanmumbai Mahanagar Palika in the name of the Developer.

51. Receipts dated 19th January, 2018 and 20th January, 2018, bearing Nos. 5409838 and 5412417, issued by the Brihanmumbai Mahanagar Palika in the name of the Developer.
52. Electricity Bill dated 29th May, 2018 pertaining to Consumer No. 9000 0075 4690.
53. Writ Petition No (L). 1267 of 2018 filed by the Developer against the State of Maharashtra and others in the Bombay High Court.
54. Government Resolution dated 11th January, 2017.
55. Order dated 11th July, 2018 passed by the Hon'ble Bombay High Court in Writ Petition No (L). 1267 of 2018.
56. Certificate of Registration dated 31st July, 2018 bearing No. P51800002382, issued by Maharashtra Real Estate Regulatory Authority.