



REF/SNG/PIRAMAL/HS ✓

DUE DILIGENCE REPORT

OF

- A. Property being all that piece and parcel of land admeasuring 5528.30 sq. mtrs. out of parcel of land admeasuring 6002.90 sq. mtrs. sanctioned under SRS scheme more particularly evidenced from LOI {defined below} bearing CTS no. 845(pt.) [6002.90 less Set Back Area admeasuring 263.90 + 210.7 sq.mtrs in aggregate 474.60 sq. mtrs.] forming part of larger land admeasuring 10012.75 sq.mtrs of village Malad (East), Taluka Borivali, situated at Goregaon Mulund Link Road, Malad (East), Mumbai-400097 within the registration district of Mumbai City and Mumbai Suburban District of Bombay City and Bombay Suburban ("**said Land**").
- B. Property being development rights of land admeasuring 6002.90 sq. mtrs. bearing CTS no. 845(pt.) (including said Land) of village Malad (East), Taluka Borivali, situated at Goregaon Mulund Link Road, Malad (East), Mumbai-400097 within the registration district of Mumbai City and Mumbai Suburban District of Bombay City and Bombay Suburban ("**said Development Rights**")
- C. Property being Free Sale FSI (present and future) (excluding 3500 sq. ft. BUA) generated out of land admeasuring 6002.90 sq. mtrs. bearing CTS no. 845(pt.) (which includes said Land) and as approved under Letter of Intent dated 18.01.2018 bearing reference no. SRA/ENG/2828/PN/PL/LOI (revised from time to time) of village Malad (East), Taluka Borivali, situated at Goregaon Mulund Link Road, Malad (East), Mumbai-400097 within the registration district of Mumbai City and Mumbai Suburban District of Bombay City and Bombay Suburban ("**said Free Sale FSI**")

(said Land, said Development Rights and said Free Sale FSI shall hereinafter collectively referred to as "**said Property**")

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SUBMITTED BY

SNG & PARTNERS
ADVOCATES & SOLICITORS
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1. CLIENT'S REPRESENTATION

Piramal Trusteeship Services Private Limited ("Client") having address 4th Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai, Maharashtra 400013, has represented that the Client is desirous of putting investment in a corporate entity Dynamix Contractors & Builders Pvt. Ltd. (formerly known as D.B.Modern Build Tech Private Limited) ("Owner/Company/Developer/Mortgagor") who is developing the said Property more particularly mentioned hereinabove.

Further, in view to secure the re-payment of the aforesaid investment along with interest as agreed thereon, Dynamix Contractors & Builders Pvt. Ltd. has offered the said Property as security to be created in favor of the Client.

2. MANDATE

On the instructions of and on behalf of the Client, we have conducted a due diligence to verify the right, title and interest of Dynamix Contractors & Builders Pvt. Ltd. over and in respect of the said Property. The scope of work includes;

- a) Examination of the papers and documents in respect of the said Property as provided to us.
- b) Search at the office of the Sub-Registrar of Assurances from 1988 till date of the search report.
- c) Search at concerned Registrar of Companies.
- d) Litigation search on the websites maintained by the High Court, City Civil Court and Small Causes Court/District Court/relevant Tribunals to ascertain if there are any litigations filed by and against the Developer and which are pending in respect of the said Property that may affect the rights, title and/or interest of Developer in respect of the said Property.
- e) To ascertain nature of the said Property (freehold/leasehold/encumbered) and commenting on confirmation on the usage of the said Property and whether it can be developed for residential purpose.
- f) To ascertain clear and marketable title of the Developer qua the said Property.

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- g) To ascertain creation of a valid and enforceable mortgage on the said Property.
- h) SNG & PARTNERS has undertaken the aforesaid assignment subject to the scope of work covered, assumptions, disclaimer & liability stated herein:

3. READER'S NOTE

Contents of the opinion are confidential and subject to legal professional privilege. Neither of this opinion nor of its contents is disclosed to any person other than **Client** and their professional advisors nor it be referred to, quoted, or filed with anybody without written consent of SNG & PARTNERS.

4. ASSUMPTIONS

For the purposes of this opinion, we have assumed that:

- (i) The photocopies/ and originals of the documents provided to us are true, genuine, complete and accurate copies of the original of such documents. The documents are correct and authentic and no alteration has taken place.
- (ii) With reference to documents examined in the process of the conduct of the mandated exercise, all parties to the documents or signatories mentioned in such documents are within their legal and valid capacity and powers to execute and deliver such documents and such executions are binding on the parties thereto.
- (iii) That there are no facts or circumstances in existence and no events have occurred which render such documents / letters void or voidable, or repudiated or revoked or frustrated, or capable of rescission for any reason and in particular without limitation by reason of the lack of authority, consideration, influence, coercion, duress, default, fraud or misrepresentation.

DISCLAIMER AND LIABILITY

Our maximum aggregate liability to any involved parties arising from, or in relation to, this appointment (in contract, tort, negligence or otherwise) howsoever arising shall not in any circumstances exceed the professional fee payable to SNG & PARTNERS for this specific mandate.

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This Report should not be relied upon as a substitute for a full set of warranties/indemnities which one would seek to achieve commensurate with a transaction of this nature.

5. EXCLUSIONS

We express no opinion on the possible outcome of any disputes/litigations, if any, discovered in course of our search and referred to in this report. In this regard, it may be noted that the power of an Indian Court to grant equitable remedies are discretionary and we express no opinion whether they would be available.

We express no opinion on the possible disputes/litigations, if any, which may exist and does not exist in public domain and not referred to in this report.

The observations mentioned in this report may be subject to change based upon obtaining any additional information gathered from the authorities concerned mentioned below as well the information/disclosures provided by **Client/Owner**.

6. SCOPE OF WORK / INFORMATIONS ACCUMULATED FROM VARIOUS AUTHORITIES VISITED

The opinion provided by **SNG & PARTNERS** is subject to the information accumulated, search conducted, and physical visit by the representative of **SNG & PARTNERS** to the following offices:

- Office of the concerned Sub-Registrar of Assurances, Tehsil & District
- Office of Revenue Authority

7. DOCUMENTS EXAMINED/ REVIEWED

We have been provided with and thus perused the following documents:

- a) Photocopy of Order dated 26.10.1993 in Application no. J/4/36/1990 issued by the Charity Commissioner, Maharashtra State, Mumbai.
- b) Photocopy of Order dated 19.11.2008 in Application no. J/4/Misc./11/2008 issued by the Charity Commissioner, Maharashtra State, Mumbai.

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- c) Photocopy of Order dated 07.03.1994 issued by the Charity Commissioner, Maharashtra State, Mumbai in Application bearing no. J-4/50-92.
- d) Photocopy of Certificate no. A.A./BOM/Certs/14192/94-95 dated 24.06.1994 issued by Income Tax Department.
- e) Photocopy of Certificate no. A.A./BOM/Certs/16075/94-95 dated 12.09.1994 issued by Income Tax Department.
- f) Photocopy of Agreement to Sell/Assign dated 27.12.2007 r/w Deed of Confirmation dated 20.10.2010 duly registered with the concerned sub-registrar of assurances bearing registration no. BDR-6/8790/2010 executed by Royal Kennels Charitable Trust in favor of D.B.Modern Build Tech Pvt. Ltd.
- g) Photocopy of Order dated 08.04.2009 passed in Writ Petition no. 6050 of 2008, In the High Court of Judicature At Bombay, Civil Appellate Jurisdiction.
- h) Photocopy of order dated 21.08.2009 and order dated 30.09.2009 passed in Misc. Application no. J-46/2009
- i) Photocopy of Indenture dated 12.10.2009 duly registered with the concerned Sub-registrar of Assurances bearing reference no. BDR-12/1409/2010 executed by F.E. Dinshaw Trust in favor of Royal Kennels Charitable Trust
- j) Photocopy of Indenture dated 12.10.2009 duly registered with the concerned Sub-registrar of Assurances bearing reference no. BDR-12/1410/2010 executed by F.E. Dinshaw Trust in favor of Royal Kennels Charitable Trust.
- k) Photocopy of Power of Attorney dated 26.03.2002 executed by (i) Mr. NusliNeveilleWadia and (ii) Mrs. Maureen NusliWadia in favor of (i) Mr. Sukant Sadashiv Kelkar and (ii) Mr. RamkrishnanVaidyanathan.
- l) Photocopy of general body resolution dated 09.09.2013 passed by Shivpuri Pragati SRA Co-operative Housing Society.
- m) Photocopy of Agreement for Development dated 06.11.2013 executed by Shivpuri Pragati SRA Co-operative Housing Society.

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- n) Photocopy of D.P. remarks dated 05.04.2017 bearing reference no. CHE/487748340/DP/WS/P/N issued by Municipal Corporation of Greater Mumbai
- o) Photocopy of Order dated 06.02.1995 in Application no. J/4/107-194
- p) Photocopy of Order dated 08.02.1995 in Application no. J/4/106-1994
- q) Photocopy of Certificate of Incorporation dated 15.05.2012 issued by Registrar of Companies.
- r) Photocopy of Deed of Conveyance dated 31.08.2010 duly registered with the concerned sub-registrar of assurances bearing registration no. BDR-6-8791-2010 executed by Royal Kennels Charitable Trust through its trustees in favor of D.B. Modern Build Tech Pvt. Ltd.
- s) Photocopy of Intimation of Approval dated 19.01.2018 bearing reference no. SRA/ENG/PN/PVT/0170/20150610/AP/S issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd. in respect of Sale Building no. 2.
- t) Photocopy of Intimation of Approval dated 19.01.2018 bearing reference no. SRA/ENG/PN/PVT/0170/20150610/AP/R issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd. in respect of Rehab Building no. 1.
- u) Photocopy of Letter of Intent dated 18.01.2018 bearing reference no. SRA/ENG/2828/PN/PL/LOI issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd.
- v) Photocopy of Order dated 10th Jan 1994 of Hon'ble Bombay High Court in W P No 29 of 1994 filed by Shri Haresh D Shah Ors.

8. DEVOLUTION OF TITLE OF THE SAID PROPERTY TO THE PRESENT OWNER:

GENERAL COMMENTARY:

We understand that Dynamix Contractors & Builders Pvt. Ltd. is undertaking slum rehabilitation project under regulation 33(10) of the Development Control Regulation 1991 ("DCR"), read with Appendix IV, to be implemented on said Property:

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Further, it may be noted that following are the essentials for implementation of Slum Rehabilitation Scheme:

Scheme sanctioned under 33(10):

- a) The slum need to be a declared/notified and/or censused slum in the records of Corporation;
- b) The occupants of the hutments should be eligible slum dwellers;
- c) Consent of minimum 70% of eligible slum dwellers is required to join slum rehabilitation scheme and to form a society of slum dwellers through a society's board resolution. Pursuant to circular dated 27/08/1997 Annexure II format was introduced that is required to be filled by the promoter/co-operative society for submitting building proposal to SRA.
- d) The Developer/promoter chosen by the society has to enter into an agreement with every co-operating eligible slum dweller subsequent to submission of the slum rehabilitation proposal before the SRA for approval.
- e) The financial capability of the promoter/developer has to be certified by the SRA (Annexure III as per SRA provisions) and it is only thereafter that the stage of LOI comes.
- f) Post issuance of the LOI the Developer is entitled to the Free sale FSI on the terms and conditions mentioned therein.

TRACING OF TITLE:

Property Description:

- a. Property being all that piece and parcel of land having slum/structures thereon admeasuring 5739 sq. mtrs. or thereabouts bearing Survey no. 267 Hissa no. 1/1 (pt.) corresponding CTS no. 610 (pt.) now numbered as CTS no. 610A/1A/1(pt.) of village Malad (East), Taluka Borivali, situated at Goregaon Mulund Link Road, Malad (East), Mumbai-400097 within the registration district of Mumbai City and Mumbai Suburban District of Bombay City and Bombay Suburban and bounded as follows: ("hereinafter referred to as said Property no. 1")

On or towards the East: Survey no. 255

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On or towards the West: CTS no. 610 (pt.) S.no. 267 H.No.1/1 (pt.)

On or towards the North: CTS no. 610(pt.) S. no. 267 H.No. 1/1(pt.)

On or towards the South: CTS no. 610 (pt.) S.no. 267 H.No. 1/1/(pt.)

- b. Property being all that piece and parcel of land having slum/structures thereon admeasuring 4273.75 sq. mtrs. or thereabouts bearing Survey no. 267 Hissa no. 1 (pt.) corresponding CTS no. 610 (pt.) now numbered as CTS no. 610A/1A/1(pt.) of village Malad (East), Taluka Borivali, situated at GoregaonMulund Link Road, Malad (East), Mumbai-400097 within the registration district of Mumbai City and Mumbai Suburban District of Bombay City and Bombay Suburban and bounded as follows: ("**hereinafter referred to as said Property no. 2**")

On or towards the East: Survey no. 255

On or towards the West: CTS no. 610 (pt.) S.no. 267 H.No.1/1 (pt.)

On or towards the North: CTS no. 610(pt.) S. no. 267 H.No. 1/1(pt.)

On or towards the South: CTS no. 610 (pt.) S.no. 267 H.No. 1/1/(pt.)

[Note: As per the Order dated 07.11.2015 bearing reference no. K.V. 635/2015 issued by District Superintendent of Land Records, Mumbai Suburban r/w order no. 1219/97 dated 27.03.1997 r/w order no. 48/2000 dated 07.04.2000, we understand that land bearing CTS no. 610A/1A/1A (pt.) admeasuring 10012.75 sq. mtrs. i.e. 5739 + 4273.75 was allotted new CTS no. 845. We have also perused property card of CTS no. 845 admeasuring 10012.75 sq. mtrs.in the name of Dynamix Contractors & Builders Pvt. Ltd. on <http://mumbaisuburban.gov.in/pcsql/pcshow.asp> and further we also observe from the property card of CTS no. 845 that the entry dated 09.01.2015 recorded on property card of CTS no. 610A/1A/1A vide mutation entry no. 429 was deleted]

(said Property no. 1 and said Property no. 2 shall hereinafter collectively referred to as "said Larger Property")

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COMMON TRACING OF SAID LARGER PROPERTY:

- a) It appears that one EduljiFramrozeDinshaw and Mrs. BachoobaiWoronzowDaschkow were the owner of the properties inter alia land bearing Survey no. 267(pt.) Hissa no. 1/1 (pt.) corresponding CTS no. 610 (pt.) by virtue of Deed of Transfer dated 18.09.1969 executed by National and Grindlays Bank Limited. The same is also recorded on property card being CTS no. 610A/1A/1A.

[Note: On perusal of certified copy of Kami Jast Patra dated 17.03.2017 issued by Superintendent of Land Records, Mumbai of village Malad, Taluka Borivaliwe observe that Survey no. 267 was converted into CTS no. 610 admeasuring 193466.8 sq. mtrs. and consequently new property register card was issued bearing CTS no. 610admeasuring193466.8 sq. mtrs]

- b) Thereafter it appears that EduljiFramrozeDinshaw died on 14.03.1970 in New York leaving behind his last Will and Testament dated 04.02.1970 wherein he appointed his sister Mrs. BachoobaiWoronzowDaschkow as the sole Executrix of the aforesaid Will.
- c) Further it appears that Probate of the aforesaid Will was granted on 02.04.1970 under the Seal of Surrogate Court of the County of New York, U.S.A. to Mrs. BachoobaiWoronzowDaschkow.

[Note: Although we have not perused the probated Last Will and Testament dated 04.02.1970, but on perusal of 7/12 extract of land bearing survey no. 267, Hissa no. 1/1 we observe that vide mutation entry 1290 dated 21.07.1971, the name of BachoobaiWoronzow was duly recorded as only legal heir of late EduljiFramrozeDinshaw being owner of F.E. Dinshaw Estate]

- d) That one JehangirBehramDubash being the constituted attorney of the sole executrix Mrs. BachoobaiWoronzowDaschkow and at the instance and by direction of Mrs. BachoobaiWoronzowDaschkow applied to the Bombay High Court and obtained grant of Letters of Administration dated 12.11.1971 in the Petition no. 671 of 1971
- e) Thereafter it appears that vide Judge's Order dated 21st December 1972 passed by the Bombay High Court (in its Testamentary and Intestate Jurisdiction) in Miscellaneous Petition No.29 of 1972, Nusli Neville Wadia was appointed as and became the Administrator of

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the Estate in India of EduljiFramrozeDinshaw in place and stead of JehangirBehramDubash. Since that date Nusli Neville Wadia has functioned as sole Administrator of the Estate in India of EduljiFramrozeDinshaw.

- f) Thereafter it appears that vide Deed of Trust dated 28.12.1973, Mrs. BachoobaiWoronzowDaschkow settled her half un-divided share in the properties inter alia land bearing Survey no. 267(pt.) Hissa no. 1 (pt.) corresponding CTS no. 610 (pt.) upon public charitable trust viz. F.E. Dinshaw Trust, registered at serial no. E-6123 under Bombay PublicTrusts Act, 1950 ("BPTA") ("**F.E.Dinshaw Trust**") and appointed (i) Mr. Nusli Neville Wadia, (ii) Mrs. Maureen NusliWadia and (iii) Mr. Ram Kumar Batra as the trustees of the aforementioned trust. The same is duly recorded on property card bearing CTS no. 610A/1A/1A.
- g) Thereafter it appears that Mr. Ram Kumar Batra expired on 20.08.1981 and consequently, (i) Mr. RajeshBatra and (ii) Mr. SubodhNanubhaiTantri were appointed as trustees in place of Mr. Ram Kumar Batra with effect from 15.10.1981.
- h) Further it appears that Mr. SubodhNanubhaiTantri resigned as Trustee on 13.02.1985 and the resignation was accepted by the remaining trustees with effect from 19.02.1985.
- i) In the meanwhile it appears that Mr. HudraliSubbanaSainivas was also appointed as trustee with effect from 05.11.1981 vide Deed of Appointment dated 04.04.1984 however, Mr. HudraliSubbanaSainivas resigned as the Trustees on 29.08.2001 with effect from 19.12.2001.
- j) Thereafter, it appears that upon an Award dated 25th October 1985 made and published by Mr. M. Hidayatullah, the Retired Chief Justice of the Supreme Court of India, as the sole Arbitrator, a partition took place and large areas of immovable properties inter alia land bearing Survey no. 267(pt.) Hissa no. 1 (pt.) corresponding CTS no. 610 (pt.) situated in village Malad (E) Taluka Borivali, became vested in F.E. Dinshaw Trust. The aforesaid Award dated 25th October 1985 has been registered with the Sub-Registrar of Assurances at Bombay as serial no.3808/1985 on 30.11.1994.

[Note: The title of F. E. Dinshaw Trust has been relied upon the recitals of Indenture dated 12.10.2009 duly registered with the

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concerned Sub-registrar of assurances bearing registration no. BDR-12-1410/2010 and we have not perused any title document in relation thereto. However we have perused various charity commissioner orders in favor of F.E. Dinshaw Trust for sale of said Larger Property to third party and various registered conveyances as more particularly mentioned hereunder]

- k) Thereafter it appears that offers were invited vide advertisements published in the Navshakti of 18.07.1992 and in Free Press Journal of 18.07.1992 by the F.E.Dinshaw Trust and Nusli Neville Wadiain respect of the sale of the land bearing Survey no. 267(pt.) Hissa no. 1 (pt.) corresponding CTS no. 610 (pt.) situated in village Malad (E) Taluka Borivali i.e. said Property No 1 & 2 on the terms and conditions mentioned therein.
- l) Consequent to the aforementioned advertisements, it appears that Royal Kennels Charitable Trust through their trustees registered at serial no. E-13747 under Bombay Public Trusts Act, 1950 made an offer of Rs. 13,90,000/- and Rs. 25,00,000/- for said Property no. 1 and said Property no. 2 respectively and the said offer for sale was provisionally accepted vide letter dated 28.08.1992 of F.E.Dinshaw Trust and Nusli Neville Wadiasubject to the approval of the Charity Commissioner, the Reserve Bank of India and the clearance under the Income-tax Act.

TRACING FOR SAID PROPERTY NO. 1:

- a) Consequent upon acceptance of the offer, F.E. Dinshaw Trust made an Application bearing no. J-4/50-92 before The Hon'ble Charity Commissioner, Maharashtra State, Bombay for sell of land admeasuring 5,739 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay in favor of highest bidder and consequently, Mr. K.M. Desai, the Charity Commissioner, Maharashtra State, Mumbai vide its Order dated 07.03.1994 granted permission under Section 36(1) of the BPTA to F.E. Dinshaw Trust to sell the land admeasuring 5,739 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay for price of Rs. 17,00,000/- to Royal Kennels Charitable Trust and on the terms and conditions mentioned therein.

One of the conditions in the aforementioned order was that the purchaser trust shall pay the consideration amount to applicant trust within a period of three months from the date of the order, however

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in case the purchaser trust fails to pay the same then in such circumstances the property in question would be free to be conveyed to the second claimant i.e. Shri. B.H. Desai, proprietor of M/s. Jyotirling Enterprises for the same consideration and on the same terms and conditions.

[Note: On perusal of the aforesaid Order dated 07.03.1994, we understand that there was one Writ Petition no. 4045 of 1993 filed by Shri. B.H. Desai for being aggrieved by the speaking order dated 17.08.1993 passed by the Charity Commissioner whereby sanction was accorded for sale of the Trust property to Royal Kennels Charitable Trust. Thereafter the matter was fixed for hearing before the Charity Commissioner on several dates, however all the time request was made by Shri. B.H.Desai for adjournment. Thereafter vide one adjournment application dated 28.01.1994 last chance was granted to Shri. B.H. Desai and the matter was again fixed for hearing on 08.02.1994 pre-emptorily, but Shri. B.H. Desai as usual did not appear before the Charity Commissioner and sent another adjournment application in the hands of his brother Mr. D.H. Desai. In the given circumstances and looking to the attitude of Shr. B.H. Desai, the Charity Commissioner passed the aforementioned order dated 07.03.1994]

- b) Further it appears that the Reserve Bank of India vide Order no. EC.CO.FID(III)/544/W-38/93-94 dated 23.11.1993 under section 31(1) of the Foreign Exchange Regulation Act, 1973 accorded permission to the sale of the land admeasuring 5,739 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay by F.E. Dinshaw Trust and Nusli Neville Wadia as Administrator of the Estate in India of EduljiFramrozeDinshaw in favor of Royal Kennels Charitable Trust.
- c) Further the appropriate authority, Income Tax Department vide its no. A.A./BOM/Certs/14192/94-95 dated 24.06.1994 issued certificate under section 269 UL(3) of the Income Tax Act, 1961 certifying that it has no objection to transfer land admeasuring 5,739 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay in favor of Royal Kennels Charitable Trust.
- d) Thereafter on perusal of mutation entry no. 1998 dated 22.11.2007 we observe that land bearing Survey no. 267, Hissa no. 1/1(pt.) admeasuring 168166.51 sq. mtrs.being surplus land, was by an Order dated 30.08.2007 bearing reference no. C/ULC/E-5/6CD S.R.41283

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issued by Additional Collector and Competent Authority (ULC) transferred and recorded in the name of Maharashtra Government under the provisions of section 10(3) of The Urban Land (Ceiling and Regulation) Act, 1976 ("ULC"). However, on perusal of Order dated 08.04.2009 passed in Writ Petition no. 6050 of 2008, In the High Court of Judicature At Bombay, Civil Appellate Jurisdiction filed by F.E. Dinshaw Trust against The State of Maharashtra & others we observe that the aforesaid petition was filed seeking quashing of all proceedings initiated against F.E. Dinshaw Trust in terms of ULC. Further we observe that an order was passed u/s 8(4) of ULC, which was appealed against before the Appellate Authority and subsequently the Appellate Authority directed the possession of the F.E. Dinshaw Trust by passing an order of *Status quo*. However, the Urban Land (Ceiling and Regulation) Repeal Act, 1999 came into force in 2007 in Maharashtra and the Appellate Authority would not be in a position to decide the appeal filed F.E. Dinshaw and because of the order of *status quo* passed by the Appellate Authority, the possession of the land continued to remain with the petitioner and therefore the proceedings under the ULC cannot be continued against F.E. Dinshaw Trust.

Further we have perused Affidavit dated 04.02.2010 wherein F.E. Dinshaw Trust through its trustees (i) Mr. Nusli Neville Wadia, (ii) Mrs. Maureen Nusli Wadia & (iii) Mr. Rajesh Kumar Batra along with Mr. Nusli Neville Wadia thereby solemnly stated and declared that in view of the repeal of the ULC no objection certificate/permission from the competent authority is not required in respect of the land admeasuring 5,739 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay.

- e) Thereafter Royal Kennels Charitable Trust as applicant therein alongwith F.E. Dinshaw Trust as respondent therein made an Application bearing Misc. Application No. J-4/2/09 before the Joint Charity Commissioner, Greater Mumbai Region, Mumbai for extension of time to complete the transaction as per order under section 36 of the BPTA passed by the then Charity Commissioner on 07.03.1994 in Application no. J-4/50/1992.

Consequently, the Joint Charity Commissioner, Greater Mumbai Region, Mumbai vide its order dated 07.08.2009 allowed the aforesaid application and further modified the order dated 07.03.1994 in application No. J-4/50/1992 as mention below:

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The trustees of F.E. Dinshaw Trust, are permitted to sell the trustproperty being land admeasuring 5,739 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay to Royal Kennels Charitable Trust for consideration of Rs. 1.78 crores subject to the following terms and conditions:

- (i) The consideration amount shall be paid within two months from the date of the order.
 - (ii) Royal Kennels Charitable Trust shall bear the expenditure to be incurred for stamp duty, registration charges and other incidental charges.
 - (iii) The transaction shall be completed on or before 15.10.2009.
- f) Further vide Power of Attorney dated 26.03.2002, (i) Mr. NusliNeveilleWadia and (ii) Mrs. Maureen NusliWadiaconstituted and appointed (i) Mr. Sukant Sadashiv Kelkar and (ii) Mr. RamkrishnanVaidyanathan as their true and lawful attorney to do various acts, deeds and actions with matters and affairs of Mrs. BachoobaiWoronzow and/or E.F Dinshaw as Administrator in India and/or related to the F.E. Dinshaw Trust.

Clause 17: The Attorney holder shall be entitled to sign, execute and deliver deeds and documents as trustee of F.E. Dinshaw Trust or as trustee of F.E. Dinshaw Charities or as trustee of F.E. Dinshaw Foundation and/or Administrator of the Estate of E.F.Dinshaw in India or as constituted attorney of Mrs. BachoobaiWoronzow.

- g) Pursuant to the above orders from the charity commissioner, vide an Indenture dated 12.10.2009 duly registered on 20.02.2010with the concerned Sub-registrar of assurances bearing registration no. BDR-12-1410/2010, F.E. Dinshaw Trust through its trustees(i) Mr. Nusli Neville Wadia, (ii) Mrs. Maureen Nusli Wadia, (iii) Mr. Rajesh Kumar Batra as first vendor therein and Mr. Nusli Neville Wadia, administrator of the Estate of EduljiFramroze as second vendor therein sold, conveyed, transferred the land admeasuring 5,739 sq. mtrs. bearing Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) now renumbered as 610A/1A/1(pt.) of Malad (East), Mumbai i.e. said Property no. 1 to Royal Kennels Charitable Trust for the consideration Rs. 1,78,00,000/- (the receipt whereof is duly received and acknowledged by vendors therein)on the terms and conditions mentioned therein. The same is duly recorded on the property card

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bearing CTS no. 610A/1A/1A. Consequently the name of Royal Kennels Charitable Trust was recorded in the revenue records of the said Property no. 1.

[Note: We understand from the aforesaid Indenture dated 12.10.2009 that there are certain pending litigations pertaining to the said Property no. 1 and one Mr. Vinod K. Goenka is commonly agreed by both the parties therein to be appointed by executing Irrevocable Power of Attorney in its favor to do various acts, deeds and things in respect of litigations and various other issues concerning said Property no. 1. However we have been represented by the Mortgagor hereto that there are no litigations over the said Property no. 1. Hence an appropriate undertaking come indemnity be taken from the Mortgagor that there exists no litigations over the said Property no. 1 or part thereof]

TRACING FOR SAID PROPERTY NO. 2:

- a) Consequent upon acceptance of the offer, F.E. Dinshaw Trust made an Application bearing no. J-4/36-92 before The Hon'ble Charity Commissioner, Maharashtra State, Bombay for sell of land admeasuring 4273.75 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay in favor of highest bidder and consequently, Mr. S.N. Ranade, the Joint Charity Commissioner, Maharashtra State, Mumbai vide its Order dated 03.01.1994 granted permission under Section 36(1) of the BPTA to F.E. Dinshaw Trust to sell the land admeasuring 4273.75 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay for price of Rs. 25,00,000/- to Royal Kennels Charitable Trust and on the terms and conditions mentioned therein.
- b) Further it appears that the Reserve Bank of India vide Order no. EC.CO.FID(III)/6294/10.03.04/W-38/94-95 dated 18.10.1994 under section 31(1) of the Foreign Exchange Regulation Act, 1973 accorded permission to the sale of the land admeasuring 4273.75 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay by F.E. Dinshaw Trust and Nusli Neville Wadia as Administrator of the Estate in India of EduljiFramrozeDinshaw in favor of Royal Kennels Charitable Trust.
- c) Further the appropriate authority, Income Tax Department vide its no. A.A./BOM/Certs/16075/94-95 dated 12.09.1994 issued certificate under section 269 UL(3) of the Income Tax Act, 1961

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certifying that it has no objection to transfer land admeasuring 4273.75 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay in favor of Royal Kennels Charitable Trust.

- d) Thereafter on perusal of mutation entry no. 1998 dated 22.11.2007 we observe that land bearing Survey no. 267, Hissa no. 1/1(pt.) admeasuring 168166.51 sq. mtrs. being surplus land, was by an Order dated 30.08.2007 bearing reference no. C/ULC/E-5/6CD S.R.41283 issued by Additional Collector and Competent Authority (ULC) transferred and recorded in the name of Maharashtra Government under the provisions of section 10(3) of The Urban Land (Ceiling and Regulation) Act, 1976 ("ULC"). However, on perusal of Order dated 08.04.2009 passed in Writ Petition no. 6050 of 2008, In the High Court of Judicature At Bombay, Civil Appellate Jurisdiction filed by F.E. Dinshaw Trust against The State of Maharashtra & others we observe that the aforesaid petition was filed seeking quashing of all proceedings initiated against F.E. Dinshaw Trust in terms of ULC. Further we observe that an order was passed u/s 8(4) of ULC, which was appealed against before the Appellate Authority and subsequently the Appellate Authority directed the possession of the F.E. Dinshaw Trust by passing an order of *Status quo*. However, the Urban Land (Ceiling and Regulation) Repeal Act, 1999 came into force in 2007 in Maharashtra and the Appellate Authority would not be in a position to decide the appeal filed F.E. Dinshaw and because of the order of *status quo* passed by the Appellate Authority, the possession of the land continued to remain with the petitioner and therefore the proceedings under the ULC cannot be continued against F.E. Dinshaw Trust.

Further we have perused Affidavit dated 04.02.2010 wherein F.E. Dinshaw Trust through its trustees (i) Mr. Nusli Neville Wadia, (ii) Mrs. Maureen NusliWadia & (iii) Mr. Rajesh Kumar Batra along with Mr. Nusli Neville Wadia thereby solemnly stated and declared that in view of the repeal of the ULC no objection certificate/permission from the competent authority is not required in respect of the land admeasuring 4273.75 sq. mtrs. in Survey no. 267 Hissa no. 1/1(pt) CTS no. 610 (pt) of Malad, Bombay.

- e) Thereafter Royal Kennels Charitable Trust as applicant therein alongwith F.E. Dinshaw Trust as respondent therein made an Application bearing Misc. Application No. J-46/2009 in Misc. Application no. 11 of 2008 in Application no. J/4/36 of 1990 Before the Joint Charity Commissioner, Greater Mumbai Region, Mumbai

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for extension of time to complete the transaction as per order under section 36 of the BPTA passed by the then Charity Commissioner on 26.10.1993 in Application no. J/4/36/1990 for sell of said Property no. 2 in favor of Royal Kennels Charitable Trust and on 19.11.2008 in Application no. J/4/Misc./11/2008 for sell of said Property no. 2 in favor of Royal Kennels Charitable Trust.

Consequently, the Joint Charity Commissioner, Greater Mumbai Region, Mumbai vide its order dated 21.08.2009 r/w order dated 30.09.2009 allowed the aforesaid application and extended the time for sale of trust property upto six months from the date of the order dated 21.08.2009.

Further the trustees of F.E. Dinshaw Trust, are permitted to sell the trust property to Royal Kennels Charitable Trust for consideration of Rs. 1.45 crores.

- f) Further vide Power of Attorney dated 26.03.2002, (i) Mr. Nusli Neveille Wadia and (ii) Mrs. Maureen Nusli Wadia constituted and appointed (i) Mr. Sukant Sadashiv Kelkar and (ii) Mr. Ramkrishnan Vaidyanathan as their true and lawful attorney to do various acts, deeds and actions with matters and affairs of Mrs. Bachoobai Woronzow and/or E.F. Dinshaw as Administrator in India and/or related to the F.E. Dinshaw Trust.

Clause 17: The Attorney holder shall be entitled to sign, execute and deliver deeds and documents as trustee of F.E. Dinshaw Trust or as trustee of F.E. Dinshaw Charities or as trustee of F.E. Dinshaw Foundation and/or Administrator of the Estate of E.F. Dinshaw in India or as constituted attorney of Mrs. Bachoobai Woronzow.

- g) Pursuant to the above orders from the charity commissioner, vide an Indenture dated 12.10.2009 duly registered on 04.02.2010 with the concerned Sub-registrar of assurances bearing registration no. BDR-12-1409/2010, (i) Mr. Nusli Neville Wadia, (ii) Mrs. Maureen Nusli Wadia, (iii) Mr. Rajesh Kumar Batrabeing trustees of F.E. Dinshaw Trust as first vendor therein and Mr. Nusli Neville Wadia, administrator of the Estate of Edulji Framroze as second vendor therein sold, conveyed, transferred the land admeasuring 4273.75 sq. mtrs. bearing Survey no. 267 Hissa no. 1(pt) CTS no. 610 (pt) now renumbered as 610A/1A/1(pt.) of Malad (East), Mumbai i.e. said Property no. 2 to Royal Kennels Charitable Trust for the consideration Rs. 1,45,00,000/- (the receipt whereof is duly received

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and acknowledged by vendors therein) on the terms and conditions mentioned therein. The same is duly recorded on the property card bearing CTS no. 610A/1A/1A. Consequently the name of Royal Kennels Charitable Trust was recorded in the revenue records of the said Property no. 2.

[Note: We understand from the aforesaid Indenture dated 12.10.2009 that there are certain pending litigations pertaining to the said Property no. 2 and one Mr. Vinod K. Goenka is commonly agreed by both the parties therein to be appointed by executing Irrevocable Power of Attorney in its favor to do various acts, deeds and things in respect of litigations and various other issues concerning said Property no. 2.]

COMMON TITLE DOCUMENT IN RESPECT OF SAID PROPERTY NO. 1 & 2:

- a) Thereafter vide Agreement to Sell/Assign dated 27.12.2007 r/w Deed of Confirmation dated 20.10.2010 duly registered with the concerned sub-registrar of assurances bearing registration no. BDR-6/8790/2010, Royal Kennels Charitable Trust through its trustees (i) Mrs Reba D. Ghosh, (ii) Ms. Debani D. Ghosh and (iii) Mr. Debasshish Ghosh agreed to sell, transfer and assign all its rights, title and interest in the said Property no. 1 and said Property no. 2 in favor of D.B. Modern Build Tech Pvt. Ltd. and/or its nominee/s for the consideration and on the terms and conditions mentioned therein Salient terms and conditions of the Agreement to Sell/Assign dated 27.12.2007:

- i. Recital clause (viii): The said Property no. 2 is the subject matter of claims by one Mr. Ramkumar R Maurya and one M/s. Daya Builders claiming through him. Further the same is also subject matter of Bombay City Civil Court Suit no. 633 of 1982 and the Bombay High Court Suit no. 3454 of 1986 filed by F.E. Dinshaw Trust. Further there also exist Suit no. 2293 of 1993 filed by Ramkumar R. Maurya and 7 others in the Bombay High Court which is also pending.
- ii. Recital clause (x)& (xi): Royal Kennels Charitable Trust (RKCT) had borrowed some money from one Merryland Developers Pvt. Ltd. And further the RKCT had also obtained sanction from Charity Commissioner vide order dated 08.02.1995 and Order dated 06.02.1995 respectively for granting of development rights in respect of said Property no. 1 and said Property no. 2 subject to

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terms and conditions mentioned in the orders therein. However Merryland Developers Pvt. Ltd. failed to obtain/comply with terms and conditions of the aforesaid Charity Commissioner orders and consequently, the sanctions of the Charity Commissioner for the grant of development rights in favor of Merryland Developers Pvt. Ltd. was lapsed and/or stands cancelled and are not revived or extended.

[Note: On perusal of Order dated 06.02.1995 in Application no. J/4/107-194 and Order dated 08.02.1995 in Application no. J/4/106-1994 filed by RKCT, we understand that RKCT had borrowed a sum of Rs. 17,00,000/- and Rs. 25,00,000/- from one Merry Land Developers Pvt. Ltd. (Merry) in order to purchase the said Property no. 1 and said Property no. 2 respectively from F.E. Dinshaw. And in lieu of the interest free price borrowed from Merry, RKCT entered into Agreement with Merry to handover the said Property no. 1 and said Property no. 2 for development cum sale without consideration and accordingly, necessary sanction was granted by the then Charity Commissioner for development cum sale of the said Property no. 1 and said Property no. 2 through Merry in terms of the draft agreement filed with the aforesaid Applications. It can also be seen in the aforesaid Orders that RKCT was entitled to constructed area of 1500 sq. ft. and 2000 sq. ft for their use out of the total construction, which Merry would develop]

- iii. Recital Clause (xii): Royal Kennels Charitable Trust had by advocate's letter dated 07.12.2007 addressed to Merryland Developers Pvt. Ltd. cancelled the aforesaid understanding of granting of development rights in its favor in respect of said Larger Property.

[Note: We have not been provided with advocates letter dated 07.12.2007, however, we have also not come across any claims or litigations made or filed by Merryland Developers Pvt. Ltd. in respect of the aforesaid sanctions given by the then charity commissioner. Also we have perused Charity Commissioner order dated 31.05.2010 in favor of RKCT sanctioning the assignment of rights of whatsoever nature in said Property no. 1 and said Property no. 2 in favor D.B.Modern Build Tech Pvt. Ltd. Hence it is advisable that Client to take suitable undertaking cum indemnity from Mortgagee that there exist no claims of or no

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litigation filed by Merryland Developers Pvt. Ltd. in respect of the said Property]

- iv. Operative clause (5): In consideration of the Royal Kennels Charitable Trust agreeing to sell and assign the said Larger Property in favor of D.B. Modern Build Tech Pvt. Ltd., D.B. Modern Build Tech Pvt. Ltd agree to provide an aggregate of 3500 sq. ft. BUA free of charge and any cost of construction to Royal Kennels Charitable Trust in the building/s proposed to be constructed over the said Larger Property or any part thereof.
- v. Operative Clause (11): Royal Kennels Charitable Trust agreed and undertook to sign Power of Attorney in favor of D.B. Modern Build Tech Pvt. Ltd and its nominee.
- b) Further vide Deed of Conveyance dated 31.08.2010 duly registered with the concerned sub-registrar of assurances bearing registration no. BDR-6-8791-2010, Royal Kennels Charitable Trust through its trustees sold the said Larger Property to D.B. Modern Build Tech Pvt. Ltd. for the consideration of Rs. 2,81,00,000/- and 3500 sq. ft. BUA to be handed over to RKCT and on the terms and conditions mentioned therein. The same is evidenced from of property register card of CTS no. 610A/1A/1A. Further it appears that RKCT executed power of attorney in favor of D.B. Modern Build Tech Pvt. Ltd. to do various deeds, acts and actions in respect of said Larger Property.
- [Note: We have perused Charity Commissioner Order dated 31.05.2010 passed in Application no. 60/2010 made by RKCT, wherein sanction was accorded for assignment of rights of whatsoever nature in said Property no. 1 and said Property no. 2 along with structures thereon in favor of D.B. Modern Build Tech Pvt. Ltd.]
- c) Further we observe from the Certificate of Incorporation dated 15.05.2012 issued by Registrar of Companies, that D.B.Modern Build Tech Private Limited was changed to Dynamix Contractors & Builders Pvt. Ltd. The same is duly recorded in the revenue records of the said Property.

TRACING FOR SLUM DECLARATION AND SLUM SOCIETY:

- a) It appears that the land bearing CTS no. 610 (pt.) was encroached upon by certain slum dwellers that had hutments over it. Further, we observe that, the aforesaid portion of land bearing CTS no.

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610(pt.)admeasuring 7521 sq. mtrs.has been declared as 'Slum' vide Notification dated 05.12.1995 bearing reference no. SAA/Malad'85 AwadhPuri Nagar duly published in the Maharashtra Government Gazette issued by competent authority under section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("said Act"). Accordingly, the Slum Rehabilitation Authority ("SRA") approved Slum Rehabilitation Scheme on the aforesaid portion of land bearing CTS no. 610 (pt.) and MCGM formulated a scheme for Re-development of slums through participation of slum dwellers under Regulation No. 33(10) of the Development Control Regulation for Greater Mumbai, 1991

- b) Subsequently, it appears that all aforesaid slum dwellers over the portion of land bearing Survey no. 610(pt.) formed a proposed society in the name of Shivpuri Pragati SRA Co-operative Housing Society under the provisions of Maharashtra Cooperative Society Act (hereinafter referred to as "Society") with a view to redevelop the said Property.
- c) Further, in order to redevelop the said Property, the Society at its general body meeting held on 09.09.2013 passed a resolution and appointed Dynamix Contractors & Builders Pvt. Ltd ("Developer") for development of the said Property.
- d) Accordingly, the Society also through its committee members entered into an Agreement for Development dated 06.11.2013 with Dynamix Contractors & Builders Pvt. Ltd for redevelopment of the portion of the said Property under the provisions of Maharashtra Slum Rehabilitation Act and other applicable Acts on the terms and conditions mentioned therein. Simultaneously, it appears that the Society executed Power of Attorney in favor of Dynamix Contractors & Builders Pvt. Ltd.
- e) Pursuant to the aforesaid Agreement for Development and with the intention to re-develop the said Property no. 1 and portion of said Property no. 2 i.e. land bearing CTS no. 610A/1A/1A(pt.) now changed to CTS no. 845admeasuring 6002.90 sq. mtrs.out of 10012.75 sq. mtrs. under Slum Rehabilitation Scheme (SRS),the Owner had submitted the plans under the SRSand accordingly, Slum Rehabilitation Authority (SRA) issued Letter of Intent dated 18.01.2018 bearing reference no. SRA/ENG/2828/PN/PL/LOI ("LOI") in favor of Dynamix Contractors and Builders Pvt. Ltd for the Society on the terms and conditions mentioned therein.

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Salient terms and conditions of the LOI dated 18.01.2018:**Clause 3: Sale and Rehab BUA**

Sr no.	Particulars	Area		
		Slum (sq. mtrs.)	Non Slum (Sq. mtrs.)	Total (sq. mtrs.)
1	Plot Area	2156.60	3846.30	6002.90
2	Less Set Back/DP Road	-	474.60	474.60
3	Total	-	474.60	474.60
4	Balance Plot Area	2156.60	3371.70	5528.30
5	Deduction for 15% RG	-	505.76	505.76
6	Net Plot Area	2156.66	2865.94	5022.54
7	Plot Area for FSI	2156.66	2865.94	5022.54
8	Permissible FSI on Plot	3	1	-
9	Additional 50% FSI	-	1685.85	1685.85
10	FSI Credit by TDR	-	2360.19	2360.19
11	FSI benefit for Road Set Back	-	474.60	474.60
12	BUA Permissible on plot	6469.80	7386.58	13856.38
13	Rehab BUA	3090.43	-	3090.43
14	Areas of Amenities	1020.48	-	1020.48
15	Rehab Component	4110.91	-	4110.91
16	Sale Component	4110.91	7386.58	11497.49
17	Total BUA permitted for project	7201.34	7386.58	11497.49
18	Total FSI permitted for project	3.34	2.19	-
19	BUA permissible for sale of plot	3379.37	7386.58	10765.95
20	Total BUA proposed to be consumed on plot	6469.80	7386.58	13856.38
21	FSI in situ	3	2.19	-

Clause 17: The Developer shall complete the rehab component of project within the stipulated time period from date of issue of CC to 1st rehab building as mentioned below:

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Plot area up to 4000 sq. mtrs. - 36 month

Plot area between 4001 to 7500 sq. mtrs.-60 months

Plot area more than 7500 sq. mtrs.- 72 months

In case of failure to complete the project within stipulated time period the extension be obtained from SRA with valid reasons.

- f) We have also perused Annexure II dated 20.03.2017 issued by Additional Collector, Competent Authority, Malad-1 for the portion of said Property and in respect of aforementioned Society, wherein we observe that out of 112 slum dwellers, 29 are held eligible, 62 are held ineligible and 21 are yet to be decided.

SNG COMMENT:

We have been informed by the mortgagor that the said Property comprises of said Property no. 1 admeasuring 5739 sq. mtrs. (area admeasuring 5528.30 sq. mtrs. i.e. said Land plus area admeasuring 210.70 sq. mtrs. as set back) and only portion of said Property no. 2 admeasuring 263.90 sq. mtrs. which is part of area under set back, /DP Road, hence an architect certificate clearly demarcating the said Land plus the area under set back admeasuring 474.60 sq. mtrs. along with the sanctioned/approved layout plan in respect of said Property (which comprise of full said Property no. 1 admeasuring 5739 sq. mtrs. and only portion of said Property no. 2 admeasuring 263.90 sq. mtrs. which is part of area under set back, /DP Road)be attached with Indenture of Mortgage at the time of the creation of mortgage so as to exclude the physical area under DP Road/Set Back admeasuring 474.60 sq.mtrs out of said Property.

RERA Certificate:

As per Real Estate (Regulation And Development) Act, 2016 ("RERA") and rules made thereunder, all the real estate project has to be registered with the Real Estate Regulatory Authority ("RERA Authority") to as to enable the promoter to advertise, market, book, sell or offer for sale or invite person to purchase in any manner any plot, apartment or building as the case may in any real estate project or part of it.

In view of the above it is recommended that the said Property be registered with the RERA Authority once the construction permissions are issued by the concerned authority and accordingly, copy of registration certificate in respect of said Property issued by RERA Authority be deposited with the Bank/Client.

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Definition:

"real estate project means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or more of the said apartments or plots or building as the case may be and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto"

9. REVENUE RECORDS:

- i. On perusal of certified copy of Kami Jast Patra dated 17.03.2017 issued by Superintendent of Land Records, Mumbai of village Malad, Taluka Borivali we observe that Survey no. 267 was converted into CTS no. 610 admeasuring 193466.8 sq. mtrs. and consequently new property register card was issued bearing CTS no. 610 admeasuring 193466.8 sq. mtrs.
- ii. Thereafter we observe from the property card of CTS no. 610A/1A/1A that, CTS no. 610 vide various sub-division orders was renumbered as CTS no. 610A/1A/1A.
- iii. Further we observe that the name of Dynamix Contractors & Builders Pvt. Ltd. has been duly recorded in respect of the said Property in the revenue records of said Property i.e CTS no. 610A/1A/1A vide mutation entry no. 429 r/w 430 dated 09.01.2015.

Further as per the Order dated 07.11.2015 bearing reference no. K.V. 635/2015 issued by District Superintendent of Land Records, Mumbai Suburban r/w order no. 1219/97 dated 27.03.1997 r/w order no. 48/2000 dated 07.04.2000, we understand that land bearing CTS no. 610A/1A/1A (pt.) admeasuring 10012.75 sq. mtrs. i.e. said Property was allotted new CTS no. 845. We have also perused property card of CTS no. 845 admeasuring 10012.75 sq. mtrs. in the name of Dynamix Contractors & Builders Pvt. Ltd. on <http://mumbaisuburban.gov.in/pcsql/pcshow.asp> and further we also observe from the property card of CTS no. 845 that the entry dated 09.01.2015 recorded on property card of CTS no. 610A/1A/1A vide mutation entry no. 429 was deleted

10. D.P. REMARKS:

As per the D.P. remarks dated 05.04.2017 bearing reference no. CHE/487748340/DP/WS/P/Nissued by Municipal Corporation of Greater Mumbai (MCGM) for the below mentioned property, we

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observe that the below mentioned property falls in R-Zone and is partly reserved for Municipal Maternity Home & Municipal Dispensary and is also affected by D.P.Roads being 13.40M.

Further as per the D.P. remarks dated 30.03.2017 bearing reference no. CHE/2970/D.P.REV. issued by MCGM, we observe that as per the draft Development Plan 2034, land bearing CTS no. 610A/1A/1(pt.) falls under R-Residential Zone and by D.P. Road being 13.40M.

11. APPROVALS/PERMISSIONS:

- a. We have perused Intimation of Approval dated 19.01.2018 bearing reference no. SRA/ENG/PN/PVT/0170/20150610/AP/S issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd. in respect of Sale Building no. 2
- b. We have perused Intimation of Approval dated 19.01.2018 bearing reference no. SRA/ENG/PN/PVT/0170/20150610/AP/R issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd. in respect of Rehab Building no. 1

12. ENCUMBRANCES :

SEARCH AT THE OFFICE OF CONCERNED SUB-REGISTRAR OF ASSURANCES

We have caused to conduct the search of the said Property from search clerk Sachin Pawar for a period of 30 years from 1988 to 2017 i.e. uptill 17.10.2017 and interim search from 2017 to 2018 i.e. uptill 18.05.2018. Report of the same is annexed hereto as an Annexure 1. As per the said Report we have not come across any encumbrance over the said Property, however we have come across the following entries:

- a. Notice of lis-pendens dated 21.08.1992 bearing registration no. PBBM-1/4055/1992 filed by Rajkumar Ramdev & others for land bearing Survey no. 267/1/1(pt.), CTS no. 610 (pt.) admeasuring 4273.75 sq. mtrs. (Suit no. 2522 of High Court Mumbai)

[Note: We have been informed by the Developer that no such suit exist nor we are able to trace out the complete details of the aforesaid Notice of lis-pendens due to non-maintenance of proper records at the sub-registrar of assurances office, hence an appropriate undertaking cum indemnity from the Developer be obtained with respect to same]

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- b. Notice of lis-pendens dated 16.08.1994 bearing registration no. BBJ-536/1994 filed by Kirit D. Shah for 1/3rd share in land bearing Survey no. 267/1/1(pt.), CTS no. 610 (pt.) admeasuring 4273.75 sq. mtrs. **(Suit no. 3000/1994 of High Court Mumbai)**

[Note: Please refer Observation column as mentioned at clause 13 hereunder]

- c. Notice of lis-pendens dated 25.07.2000 bearing registration no. BBJ/5745/2000 filed by Hiralal K. Patel for land bearing Survey no. 267/1/1(pt.), CTS no. 610 (pt.) admeasuring 4026.50 sq. mtrs. **(Suit no. 2809/2000).**

[Note: Please refer Observation column as mentioned at clause 13 hereunder]

SEARCH AT THE REGISTRAR OF COMPANIES:

We have caused to conduct the search of Dynamix Contractors & Builders Pvt. Ltd. (formerly known as D.B.Modern Build Tech Private Limited) from Company Secretaries Reena Bang & Associates; Report of the same is annexed hereto as an Annexure 2. As per the said Report we have not come across any charge in respect of the said Property no. 1 and said Property no. 2.

ONLINE LITIGATION SEARCH:

At your instruction we have caused to conduct online litigation search for D.B. Modern Build Tech Pvt. Ltd in Supreme Court, Bombay High Court, District Court, Consumer Court. As per the litigation search report dated 16.05.2018 attached as Annexure 3 hereto we have not come across any litigations pending against D.B. Modern Build Tech Pvt. Ltd.

13. OBSERVATION:

- a. Litigations over the said Larger Property:

As per Indenture dated 12.10.2009 bearing registration no. BDR-12-1410/2010 and Indenture dated 12.10.2009 duly registered on 20.02.2010 bearing registration no. BDR-12-1409/2010 we observe that there are certain pending litigations pertaining to the said Property no. 1 and said Property no. 2 and one Mr. Vinod K. Goenka is commonly agreed by both the parties therein to be appointed by executing Irrevocable Power of Attorney in its favor to do various acts, deeds and things in respect of litigations and various other issues concerning said Property.



- i. As per Agreement to Sell/Assign dated 27.12.2007 r/w Deed of Confirmation dated 20.10.2010 duly registered with the concerned sub-registrar of assurances bearing registration no. BDR-6/8790/2010, we understand that there are various claims and suits i.e. by one Mr. Ramkumar R Maurya and one M/s. Daya Builders and Bombay City Civil Court Suit no. 633 of 1982 and the Bombay High Court Suit no. 3454 of 1986 filed by F.E. Dinshaw Trust. Further there also exist Suit no. 2297 of 1993 filed by Ramkumar R. Maurya and 7 others in the Bombay High Court which exist.
- ii. Further as per SRO Search there are following lis-pendens:
 - a) Notice of lis-pendens dated 21.08.1992 bearing registration no. PBBM-1/4055/1992 filed by Rajkumar Ramdev & others for land bearing Survey no. 267/1/1(pt.), CTS no. 610 (pt.) admeasuring 4273.75 sq. mtrs. **(Suit no. 2522 of High Court Mumbai)**
 - b) Notice of lis-pendens dated 16.08.1994 bearing registration no. BBJ-536/1994 filed by Kirit D. Shah for 1/3rd share in land bearing Survey no. 267/1/1(pt.), CTS no. 610 (pt.) admeasuring 4273.75 sq. mtrs. **(Suit no. 3000/1994 of High Court Mumbai)**
 - c) Notice of lis-pendens dated 25.07.2000 bearing registration no. BBJ/5745/2000 filed by Hiralal K. Patel for land bearing Survey no. 267/1/1(pt.), CTS no. 610 (pt.) admeasuring 4026.50 sq. mtrs. **(Suit no. 2809/2000)**

SNG Comment:

On perusal of orders in NM no. 2974 of 1996 filed by Ramkumar Ramdev Maurya & others and NM no. 615 of 1998 filed by RKCT & others in Suit no. 2297 of 1993 filed by Ramkumar Ramdev Maurya & others, we observe that the Suit no. 2297 of 1993 was filed by Ramkumar Maurya & others seeking declaration that they are the owners of land admeasuring 5111.4 sq. yards i.e. 4273.78 sq. mtrs situate at Malad (East), Bombay bearing Survey no. 267(pt.), hissa no. 1/1 (pt.), CTS no. 610 (pt.). However as per order dated 03.02.1998 we can only see that Ramkumar Maurya & other was given relief in the manner that they can put up barbed wire fencing subject to the right of parties therein which will be determined at the time of final hearing. Further as per Order dated 21.04.1998 passed in NM no. 615 of 1998 filed by RKCT & others it was held that they should be held as part defendants in Suit no. 2297 of 1993 and further it recorded therein that the right to put fencing as per the order dated



03.03.1998 is only to safeguard the suit property from further encroachments and the same does not mean to perfect the title of the RamkumarMaurya& others. Further it appears that one more NM no. 1385 of 2005 in NM of 1623 of 2004 in Suit no. 2297 of 1993 have been filed by RamkumarMaurya& others. **Further we observe from website of District Courts, Maharashtra that the Suit no. 2297 of 1993 was transferred to City Civil Court, Mumbai bearing no. 109070/1993 and the same was dismissed on 16.12.2017 for default.**

We have also been provided with NM no. 1612 of 2014 in S.C. Suit no. 8723 of 1994 (High Court Suit no. 3000 of 1994) wherein it seems to us that Suit no. 3000 of 1994 filed by M/s. Daya Builders against F.E.Dinshaw& others was dismissed for want of prosecution, however the same is restored wide aforesaid NM no. 1612 of 1994&now transferred back to High Court on 06.12.2016.

However we have been informed by the mortgagor that there are no litigations filed/pending over the said Property no. 1 which includes said Land and all the suits as mentioned in this report pertains to said Property no. 2.

Further pursuant to Order dated 26.10.1993 in Application no. J/4/36/1990 and Order dated 07.03.1994 in Application bearing no. J-4/50-92, the Charity Commissioner gave its sanction for sell of said Property no. 1 and said Property no. 2 in favor of RKCT and accordingly the same is sold to RKCT.

Further, we were provided with Order dated 10th Jan 1994 of Hon'ble Bombay High Court in W P No 29 of 1994 filed by Shri Haresh D Shah Ors [who we understand are related to M/s Daya Builders which has preferred said Suit No 3000 of 1994] interalia for challenging aforesaid Order dated 26.10.1993 in Application bearing no. J/4/36/1990, passed by the Charity Commissioner for sale of said Property No 2 to RKCT. However, it appears to us from Order dated 10.01.1994 that the W P No 29 of 1994 stood dismissed.

Hence as per the aforesaid representations, in case of the portion of said Property no. 2 admeasuring 263.90 sq. mtrs. over which litigations exist and which is affected by DP Road as sanctioned in the approved layout of the said Property, only FSI to an extent generated out of aforesaid Portion which is affected by DP Road shall have bearing of any adverse impact of the existing litigations and thus



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Continuation Sheet

Client to factor the same before creation of mortgage over the said Property.

In view of the above, it is advisable to obtain the following before creation of mortgage:

- a) Appropriate undertaking come indemnity be taken from the Mortgagor that there exist no litigations over the said Property no. 1 or part thereof.
- b) A declaration from the mortgagor about the pending litigations over the said Property no. 2.
- c) An architect certificate clearly demarcating the said Landplus the area under set back admeasuring 474.60 sq. mtrs. along with the sanctioned/approved layout plan in respect of said Property (which comprise of full said Property no. 1 admeasuring 5739 sq. mtrs. and only portion of said Property no. 2 admeasuring 263.90 sq. mtrs. which is part of area under set back, /DP Road) be attached with Indenture of Mortgage at the time of the creation of mortgage so as to exclude the physical area under DP Road/Set Back admeasuring 474.60 sq.mtrs out of said Property.

b. Other observations:

- i. As per Deed of Conveyance dated 31.08.2010 bearing registration no. BDR-6/8791/2010, D.B. Modern Build Tech Pvt. Ltd agreed to provide an aggregate of 3500 sq. ft. BUA free of charge and any cost of construction to Royal Kennels Charitable Trust as a part of consideration. Hence the same needs to be excluded from the present mortgage.
- ii. There exist the rights of the Merryland Developers Pvt. Ltd. as more particularly mentioned in the Agreement to Sell/Assign dated 27.12.2007 and as can be evidenced from Order dated 06.02.1995 in Application no. J/4/107-194 and Order dated 08.02.1995 in Application no. J/4/106-1994 issued by Charity Commissioner. However, it appears that Royal Kennels Charitable Trust had by advocate's letter dated 07.12.2007 addressed to Merryland Developers Pvt. Ltd. cancelled the aforesaid understanding of granting of development rights in its favor in respect of said Larger Property.

Also, we have not come across any claims or litigations made or filed by Merryland Developers Pvt. Ltd. in respect of the aforesaid sanctions given by the then charity commissioner.



Further we have also perused Charity Commissioner order dated 31.05.2010 in favor of RKCT sanctioning the assignment of rights of whatsoever nature in said Property no. 1 and said Property no. 2 in favor D.B. Modern Build Tech Pvt. Ltd. Hence it is advisable that Client to take suitable undertaking cum indemnity from Mortgagee that there exists no claims of or no litigation filed by Merryland Developers Pvt. Ltd. in respect of the said Property.

14. CONCLUSION:

A. OWNERSHIP OVER SAID LAND:

Dynamix Contractors & Builders Pvt. Ltd. is the owner of said Land by virtue of Deed of Conveyance dated 31.08.2010 bearing registration no. BDR-6/8791/2010. Pursuant to the Letter of Intent dated 18.01.2018 bearing reference no. SRA/ENG/2828/PN/PL/LOI, Dynamix Contractors & Builders Pvt. Ltd. is entitled to the implementation of SRA scheme as a developer over the said Land.

B. DEVELOPMENT RIGHTS:

Dynamix Contractors & Builders Pvt. Ltd. is entitled to develop said Property by virtue of Agreement for Development dated 06.11.2013 executed by Society with Dynamix Contractors & Builders Pvt. Ltd and Letter of Intent dated 18.01.2018 bearing reference no. SRA/ENG/2828/PN/PL/LOI issued by SRA.

However it is pertinent to note that the said Development Rights comprises of development rights over said Land plus the set-back area admeasuring 474.60 sq. mtrs. Further the set Back area admeasuring 474.60 sq. mtrs.is comprised of two portion i.e. (i) 210.70 sq. mtrs.which form part of said Property no. 1 and (ii) 263.90 sq. mtrs. which form part of said Property no. 2.

Since there exist litigations over the said Property no. 2 as mentioned in "Observation column no. 13" hereinabove,while creating charge over the said Property, Client to factor the Free Sale FSI generating out of set back area admeasuring 263.90 sq. mtrs. forming part of said Property no. 2.

MORTGAGEABILITY:

Subject to what has been stated hereinabove at Observation column no. 13 and subject to compliances mentioned in this report, Dynamix Contractors & Builders Pvt. Ltd. can create a registered mortgage over the following after depositing documents more particularly mentioned in Annexure 4 attached hereto:



- a. Said Land [which is excluding physical land adm 474.60 sq.mtrs under set back]
- b. Said Development Rights after factoring the Free Sale FSI generating out of setback area admeasuring 263.90 sq. mtrs. forming part of said Property no. 2 pursuant to pending litigations & 3500 sq. BUA to be provided to Vendor - RKCT and corresponding parking spaces
- c. Said Free Sale FSI [after factoring above BUA and corresponding parking spaces]

15. QUALIFICATIONS AND ASSUMPTIONS:

Title searches in India are carried out at the office maintaining land revenue records; sub registrar of assurances; municipal corporations; State Government Bodies developing the lands; State Government Bodies owning lands; Town Planner Office; Judicial and Quasi Judicial Bodies depending upon the mandate given by Client.

Most of the searches are carried out physically by the experienced search clerks appointed by the law firm on behalf of the client which are relied upon for the purposes of issuance of the title report and hence law firm does not or cannot take any liability arising on account of any error on judgment or lapse on behalf of the search clerk.

This Report is given subject to the following qualifications:

- (i) We rely on the photocopies of the documents given / shown to us by the mortgagor/borrower and their representatives including declarations given by the mortgagor. We assume that the same are legally executed by authorized parties and are conclusive and have not been further amended or modified in any manner. If the documents submitted to us or being relied upon by client and submitted to us are incorrect or incomplete or fraudulent, we shall not be liable in any manner. This opinion does not extend to any amendment to the said documents, which has not been shared by us in writing.
- (ii) Verification of litigation proceedings or identifying any pending dispute before any judicial forum is excluded from our scope on account of various reasons including (i) litigation can be instituted at different forums depending on the reliefs sought; (ii) litigation records including arbitration proceedings, are not publicly available for inspection;
- (iii) Our maximum aggregate liability to our client arising from, or in relation to, this engagement shall not in any circumstances exceed the



professional fee payable to SNG & PARTNERS for this specific mandate. We owe no liability or responsibility to any third party including any government agency who has not engaged us. This report is for the use of the addressee and the addressee can share this with any third party with our written consent, however, our liability is confined to our client only.

- (iv) It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances and our consequent liability are subject to and in relation to the records made available to search clerks for inspection and exclude the records which is stated to be torn and / or mutilated.
- (v) The present report and the opinion expressed thereunder is arrived at basis the searches conducted at the office of a particular Sub-Registrar of Assurances based on the jurisdiction of the subject property(ies). Our Report does not cover or elucidate any encumbrance/charges created on the said property(ies), in case such property(ies) were used as a collateral or otherwise and the document for security creation was done in jurisdiction of some other Sub-Registrar's office, unless specifically informed by Client about the presence of such encumbrance
- (vi) Online records and information on the website of the Ministry of Corporate Affairs may not be comprehensive or updated on prompt and regular basis and the reliability of the Search relating to the charges created by any Company or LLP is qualified to that extent.
- (vii) For the purpose of this opinion we have perused the receipt clauses specified in the registered conveyances/agreements and have presumed that consideration amount specified therein were the only amounts payable to the respective vendors of the properties and the signatories to the receipt have received the said amount from the purchaser. Further, we have presumed that no other commercials were involved in the transaction.
- (viii) Please note that our scope of services exclude any (i) physical examination of original title documents of the property unless specifically mandated and agreed by us and (ii) physical inspection of the subject property. It is highly recommended that the physical possession of subject property is adequately verified by any of the authorized representatives of the client;
- (ix) We assume that technical diligence from a qualified architect is conducted in respect of the subject property as regards the development potential of the same including verification of the development and



Continuation Sheet

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construction approvals. Unless specifically required by the client and agreed by us we express no opinion/view on consumed, current or potential user, zoning, reservations, development and F.S.I sanctioned /consumed related approvals including environmental sanction pertaining to the subject property which should form part of architect's report.

Thanking you,
Yours faithfully,
for SNG & PARTNERS


Authorized Signatory

Date: 23.10.2018

Housiey.com



Annexure 4

List of documents to be deposited with Client/Bank before creation of mortgage

- a) Original of Agreement to Sell/Assign dated 27.12.2007 r/w Deed of Confirmation dated 20.10.2010 duly registered with the concerned sub-registrar of assurances bearing registration no. BDR-6/8790/2010 executed by Royal Kennels Charitable Trust in favor of D.B.Modern Build Tech Pvt. Ltd.
- b) Original of Deed of Conveyance dated 31.08.2010 duly registered with the concerned sub-registrar of assurances bearing registration no. BDR-6-8791-2010 executed by Royal Kennels Charitable Trust through its trustees in favor of D.B. Modern Build Tech Pvt. Ltd
- c) Original of Power of Attorney dated 26.03.2002 executed by (i) Mr. NusliNeveilleWadia and (ii) Mrs. Maureen NusliWadia in favor of (i) Mr. Sukant Sadashiv Kelkar and (ii) Mr. RamkrishnanVaidyanathan.
- d) Original of Indenture dated 12.10.2009 duly registered with the concerned Sub-registrar of Assurances bearing reference no. BDR-12/1409/2010 executed by F.E. Dinshaw Trust in favor of Royal Kennels Charitable Trust.
- e) Original of Indenture dated 12.10.2009 duly registered with the concerned Sub-registrar of Assurances bearing reference no. BDR-12/1410/2010 executed by F.E. Dinshaw Trust in favor of Royal Kennels Charitable Trust.
- f) Original of Certified copy of Board Resolution of Dynamix Contractors & Builders Pvt. Ltd. for mortgaging the said Property in favor of Client/Bank.
- g) Photocopy of Order dated 08.04.2009 passed in Writ Petition no. 6050 of 2008, In the High Court of Judicature At Bombay, Civil Appellate Jurisdiction.
- h) Photocopy of Order dated 19.11.2008 in Application no. J/4/Misc./11/2008 issued by the Charity Commissioner, Maharashtra State, Mumbai



SNG & PARTNERS

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Continuation Sheet

- i) Photocopy of order dated 21.08.2009 and order dated 30.09.2009 passed in Misc. Application no. J-46/2009
- j) True Copy of general body resolution dated 09.09.2013 passed by Shivpuri Pragati SRA Co-operative Housing Society.
- k) True Copy of Agreement for Development dated 06.11.2013 executed by Shivpuri Pragati SRA Co-operative Housing Society.
- l) Photocopy of D.P. remarks dated 05.04.2017 bearing reference no. CHE/487748340/DP/WS/P/N issued by Municipal Corporation of Greater Mumbai
- m) Photocopy of Certificate of Incorporation dated 15.05.2012 issued by Registrar of Companies.
- n) Photocopy of Intimation of Approval dated 19.01.2018 bearing reference no. SRA/ENG/PN/PVT/0170/20150610/AP/S issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd. in respect of Sale Building no. 2.
- o) Photocopy of Intimation of Approval dated 19.01.2018 bearing reference no. SRA/ENG/PN/PVT/0170/20150610/AP/R issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd. in respect of Rehab Building no. 1.
- p) Photocopy of Letter of Intent dated 18.01.2018 bearing reference no. SRA/ENG/2828/PN/PL/LOI issued by SRA in favor of Dynamix Contractors and Builders Pvt. Ltd.
- q) Original declaration on the letter head of the mortgagor company stating following list of pending litigations with respect to the Said Property.

Sachin S. Pawar

Add;- Room No.2/16, Shankar
Smruti, Shivaji Nagar,
T.P.Road, Bhandup(w),
Mumbai – 400 078
Mb. no. 900 4765 666,

SEARCH REPORT

18st May, 2018

To,

Adv. Chikita

S. N. G. & Partners

Mumbai.

Sub:- Investigation of property land being land bearing Survey No.267 Hissa No.1/1 corresponding **C.T.S. No.610/part now renumbered as C.T.S. No.610/1A/1, New C.T.S No.845**, Situated at **Malad Village**, Taluka Borivali & Within the Registration District & Sub District of Mumbai Suburban.

As per your instruction, I have carried out search of the records as maintained by the office of the Sub Registrar of Assurance of Borivali-1 to 9, from the year 2017 to 2018 & enclosed herewith bearing Search Receipt, Dated :- 18/05/2018, in this behalf we have to report of abovementioned property as under:

The Following Search Done as per the City Survey No.610/1A/1 wise, in Only Malad Village in the S.R.O. at Borivali -1 to 9 & any others transactions related **said above Property** was Registered in any other Village/Division/SRO Office & Other District SRO offices, this Transaction not be Reflected in my following Search Report

SEARCH REPORT FROM 2017 TO 2018 (IN THE S. R. O. OF, BORIVALI -1 to 9(Computer Record From 2017 to 2018).

Search Report as per Available Record

I have Found follows Document Registered during the Following Course of Search.

Search Report From 2017 to 2018(in the S.R.O. of Borivali -1 to 9)

Computer Record From 2017 to 2018 In the S. r. o. of Borivali-1 to 9)

= 2 =

2017 :- Record Not Available /Index ii for the year 2017 are not properly updated for search/some of the index ii books send for Binding/Following Transaction as per the available loose & mixed Index file /Mixed Pages Index

Entry for the year 2017 as per the mixed pages index

Work Contract

Agreement Value :- Rs.64,89,304/-

I.r.o. being Rehab Building No.1 & 2, bearing Survey No.267 Hissa No.1/1part corresponding C.T.S. No.610/part, Admeasuring about 389 sq. mtrs area, & other Schedule as per the agreement of Malad Division.

Name of The party :- M/s. J P. Infra (Mumbai) Pvt. Ltd. through
authorized signatory Laxmannath Yogi & ors
Sanjay Gandhi Nagar SRA Co-op. Hsg. Soc. Ltd.
through chairman Bhaskaran K. Sambavar & ors
To
M/s. Kon Elevator India Pvt. Ltd. through general
manager Prashant V. Ladole

Exe. Date :- 15/03/2017

Serial No. :- Borivali -6/2539/2017

Reg. Date :- 15/03/2017

Entry for the year 2017 as per the mixed pages index

Undertaking

Agreement Value :- Rs.0/-

I.r.o. being land bearing C.T.S. No.610A/1A/1B & other Schedule as per the agreement, of Malad Division.

Name of The party :- M/s. J. P. Infra Mumbai Private Limited through
Authorized signatory Laxmannath Yogi
To

Exe. Date :- 21/07/2017

Serial No. :- Borivali -6/8333/2017

Reg. Date :- 21/07/2017

Entry for the year 2017 as per the mixed pages index

Undertaking

Agreement Value :- Rs.0/-

I.r.o. being land bearing C.T.S. No.610A/1A/1B & other Schedule as per the agreement, of Malad Division.

Name of The party :- M/s. J. P. Infra Mumbai Private Limited through
Authorized signatory Laxmannath Yogi
To

Exe. Date :- 21/07/2017

Serial No. :- Borivali -6/8334/2017

Reg. Date :- 21/07/2017

Entry for the year 2017 as per the mixed pages index

Undertaking

Agreement Value :- Rs.1/-

I.r.o. being land bearing C.T.S. No.610A/1A/1B & other Schedule as per the agreement, of Malad Division.

Name of The party :- Sanjay Gandhi Nagar SRA Co-op. Hsg. Soc. Ltd.
through chairman Bhaskaran K. Sambavar
To

Exe. Date :- 26/07/2017

Serial No. :- Borivali -6/8520/2017

Reg. Date :- 26/07/2017

Entry for the year 2017 as per the mixed pages index

Deed of Re-conveyance

Agreement Value :- Rs.0/-

I.r.o. being land bearing Survey No.267 Hissa No.1/1 corresponding C.T.S No.610/A/1A/1B, J P Decks, & other Schedule as per the agreement, of Malad Division.

Name of The party :- Cat list Trusteeship Limited through authorized signatory Romya R. Nair & ors
To

J. P. Infra Mumbai Private Limited through
Director Shubham Jain through attorney holder
Laxminarayan Sharma & ors

M/s. Mumbai Shelter Housing Development
through partner J P Infra Mumbai Pvt. Ltd.
Kazi Realtors Pvt. Ltd. through director
Laxmannath Yogi

Skylark Realtors Pvt. Ltd. through director Vijay
Jain through attorney holder Laxminarayan
Sharma

Exe. Date :- 13/09/2017

Serial No. :- Borivali -6/10400/2017

Reg. Date :- 13/09/2017

2018(from 1st January 2018 upto Till Date):- Record Not Available /Index ii
for the year 2017 are not properly updated for search/some of the index ii
books send for Binding/Following Transaction as per the available loose &
mixed Index file /Mixed Pages Index

Entry for the Year 2018 as per Mixed Pages Index.

Work Contract

Agreement Value :- Rs.39,61,491/-

I.r.o. being Rehab Building No.3, land bearing Survey No.267 Hissa No.1/1part corresponding C.T.S No.610A/1A/1B & 610/1A/1A/part, and other Schedule as per the agreement, of Malad Village.

Name of The Party :- M/s. J. P. Infra (Mumbai) Pvt. Ltd. through
authorized signatory Laxmannath Yogi
Durgamata SRA Co-op. Hg. Soc. Ltd.
To
M/s. Kone Elevator India Pvt. Ltd. through
business Manager Prashant V. Ladole

Serial No. :- Borivali -6/4824/2018

Registration Date :- 07/05/2018

Flat Transaction from 2017 to 2018

Flat Transaction

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.802 on 8th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Aksheeta Arora & ors

Serial No. :- Borivali -4/340/2017

Registration Date :- 10/01/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2201 on 22nd floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Tushar Chandrakant Prabhu & ors

Serial No. :- Borivali -4/347/2017

Registration Date :- 10/01/2017

Entry for the Year 2017 as per Mixed Pages Index.

Gift Deed

I.r.o. being Flat No.402 on 4th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

= 5 =

To

Sunita S. Bhagwalkar

Serial No. :- Borivali -6/544/2017

Registration Date :- 17/01/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3703 on 37th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Siddhrath Sharma

Serial No. :- Borivali -4/3128/2017

Registration Date :- 18/03/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2904 on 29th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

V. S. Sabrigiri & ors

Serial No. :- Borivali -4/3365/2017

Registration Date :- 23/03/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1701 on 17th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Subhash R. Hegde & ors

Serial No. :- Borivali -4/3640/2017

Registration Date :- 29/03/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3604 on 36th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra

Agarwal & others

To

Sunil Subhedar Singh & ors

Serial No. :- Borivali -4/3642/2017

Registration Date :- 29/03/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3001 on 30th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Aparna Kumari & ors

Serial No. :- Borivali -6/4349/2017

Registration Date :- 26/04/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.902 on 9th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Milind M. Bhagwatkar & ors

Serial No. :- Borivali -6/4527/2017

Registration Date :- 28/04/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3403 on 34th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Ranjan Shetty & ors

Serial No. :- Borivali -4/5225/2017

Registration Date :- 25/04/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.703 on 7th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

= 7 =

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Rahul sudraniya & ors

Serial No. :- Borivali -6/6624/2017

Registration Date :- 16/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3802 on 38th floor, in B Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Rajesh Chamariya & ors

Serial No. :- Borivali -6/6654/2017

Registration Date :- 17/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2905 on 29th floor, in A Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

John Dsilva & ors

Serial No. :- Borivali -6/6757/2017

Registration Date :- 19/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3205 on 32nd floor, in B Wing, In the Building known as "J
P Decks", + along with car parking space, Situated at bearing C.T.S.
No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Mehul Jatin Vora & ors

Serial No. :- Borivali -6/6758/2017

Registration Date :- 19/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0703 on 7th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Nihar Didwaniya & ors

Serial No. :- Borivali -6/6857/2017

Registration Date :- 21/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1401 on 14th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Surendra Gadodiya & ors

Serial No. :- Borivali -6/7015/2017

Registration Date :- 23/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3801 on 38th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Mariya Pravinkumar Rajan & ors

Serial No. :- Borivali -6/7088/2017

Registration Date :- 27/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3803 on 38th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Rajesh Kamble & ors

Serial No. :- Borivali -6/7089/2017

Registration Date :- 27/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3005 on 30th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Nishith Kejriwal & ors

Serial No. :- Borivali -6/7090/2017

Registration Date :- 27/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3803 on 38th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Shradha Singh through Manju Singh & ors

Serial No. :- Borivali -6/7091/2017

Registration Date :- 27/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1903 on 19th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Preeti Jalan & ors

Serial No. :- Borivali -6/7210/2017

Registration Date :- 28/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1902 on 19th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Ashish Jalan & ors

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Serial No. :- Borivali -6/7211/2017

Registration Date :- 28/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0105 on 01 floor, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Manju Joshi & ors

Serial No. :- Borivali -6/7212/2017

Registration Date :- 28/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2804 on 28th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra

Agarwal & others

To

Ekambareswara Rao Kudupuddi & ors

Serial No. :- Borivali -6/7321/2017

Registration Date :- 29/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0804 on 8th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Vijay Tibdewal & ors

Serial No. :- Borivali -6/7323/2017

Registration Date :- 29/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3601 on 36th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

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To

Krupesh Niranjana Aclesariya & ors

Serial No. :- Borivali -6/7328/2017

Registration Date :- 29/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0805 on 8th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Vijay Tibdewal & ors

Serial No. :- Borivali -6/7330/2017

Registration Date :- 29/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3404 on 34th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Prafull Kinderle & ors

Serial No. :- Borivali -6/7407/2017

Registration Date :- 30/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1305 on 13th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Anupama Singh & ors

Serial No. :- Borivali -6/7408/2017

Registration Date :- 30/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3204 on 32nd floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

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Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Santosh Sulke & ors

Serial No. :- Borivali -6/7434/2017

Registration Date :- 01/07/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0505 on 5th floor, in B Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Anusha Shroff & ors through Sanjay Verma

Serial No. :- Borivali -6/7435/2017

Registration Date :- 01/07/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1904 on 19th floor, in B Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Vikas Vasant Sharma & ors

Serial No. :- Borivali -6/7591/2017

Registration Date :- 05/07/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3701 on 37th floor, in A Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Premkumar Jain & ors

Serial No. :- Borivali -1/7690/2017

Registration Date :- 06/07/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0204 on 2nd floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Rashmi Rajhans Singh & ors

Serial No. :- Borivali -6/8071/2017

Registration Date :- 15/07/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2303 on 23rd floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Sunita Suresh Lalwani

Serial No. :- Borivali -4/8288/2017

Registration Date :- 17/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2302 on 23rd floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Suresh L. Lalwani & ors

Serial No. :- Borivali -4/8289/2017

Registration Date :- 17/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0701 on 7th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Mohit Saraf & ors

Serial No. :- Borivali -1/8657/2017

Registration Date :- 27/07/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1002 on 10th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Ashish S. Modi & ors

Serial No. :- Borivali -6/8688/2017

Registration Date :- 29/07/2017

Entry for the Year 2017 as per Mixed Pages Index.

Deed Of Rectification

I.r.o. being Flat No.902 on 9th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village. (As per the Document No BRL/6/4527/2017 dated 28/04/2017)

Name of The Party :- -----
To
Milind Mahadev Bhagwatkar & ors

Serial No. :- Borivali -4/8816/2017

Registration Date :- 29/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0404 on 4th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Ashish Goyal & ors

Serial No. :- Borivali -4/8919/2017

Registration Date :- 30/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0405 on 4th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Chirag Didwaniya & ors

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Serial No. :- Borivali -4/8925/2017

Registration Date :- 30/06/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0302 on 3rd floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Ameya S. Kale & ors

Serial No. :- Borivali -6/9847/2017

Registration Date :- 31/08/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1302 on 13th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Vijay J. Poddar & ors

Serial No. :- Borivali -6/9907/2017

Registration Date :- 01/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1303 on 13th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Sanjay J. Poddar & ors

Serial No. :- Borivali -6/9908/2017

Registration Date :- 01/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1001 on 10th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

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Anilkumar Darshan lal & ors

Serial No. :- Borivali -6/9925/2017

Registration Date :- 01/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3604 on 36th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Mohd. Abutaleb Khan & ors

Serial No. :- Borivali -1/10058/2017

Registration Date :- 31/08/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3605 on 36th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Mohd. Abutaleb Khan & ors

Serial No. :- Borivali -1/10059/2017

Registration Date :- 31/08/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2404 on 24th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Sangita D. Prasad Chokhani & ors

Serial No. :- Borivali -1/10770/2017

Registration Date :- 19/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2405 on 24th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

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To

Hemlata M. Chokhani & ors

Serial No. :- Borivali -1/10771/2017

Registration Date :- 19/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3804 on 38th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Joydeep Ganguly & ors

Serial No. :- Borivali -6/10874/2017

Registration Date :- 27/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0502 on 05th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Vijaya Prakash Ramasesha

Serial No. :- Borivali -6/10888/2017

Registration Date :- 27/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0503 on 5th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Vijaya Prakash -Ramasesha & ors

Serial No. :- Borivali -6/10889/2017

Registration Date :- 27/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3705 on 37th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

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Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Dr. Gunjan C. Thakar & ors

Serial No. :- Borivali -6/11031/2017

Registration Date :- 29/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3704 on 37th floor, in B Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Dr. Chitrang K. Thakar & ors

Serial No. :- Borivali -6/11033/2017

Registration Date :- 29/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3703 on 37th floor, in B Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Nikhil D. Dharod & ors

Serial No. :- Borivali -1/11120/2017

Registration Date :- 28/09/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3501 on 35th floor, in A Wing, In the Building known as "J P
Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part
of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Mamta Jain & ors

Serial No. :- Borivali -1/11959/2017

Registration Date :- 17/10/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2204 on 22nd floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Neena Kaul & ors

Serial No. :- Borivali -1/12082/2017

Registration Date :- 25/10/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2205 on 22nd floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Adarsh C. Kaul & ors

Serial No. :- Borivali -1/12083/2017

Registration Date :- 24/10/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2601 on 26th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Jitendra Agarwal & ors

Serial No. :- Borivali -6/12163/2017

Registration Date :- 31/10/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3005 on 30th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Satej B. Pawar & ors

Serial No. :- Borivali -1/12224/2017

Registration Date :- 27/10/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2102 on 21st floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others
To
Anju Devi Muraraka

Serial No. :- Borivali -6/12302/2017

Registration Date :- 02/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2103 on 21st floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others
To
Sumitra Devi Murarka & ors

Serial No. :- Borivali -6/12303/2017

Registration Date :- 02/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2302 on 23rd floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others
To
Sangita Devi Muraraka

Serial No. :- Borivali -6/12304/2017

Registration Date :- 02/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2303 on 23rd floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others
To
Rita Devi Murarka & ors

Serial No. :- Borivali -6/12305/2017

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Registration Date :- 02/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No:3704 on 37th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Vaishali Kothari & ors

Serial No. :- Borivali -6/12306/2017

Registration Date :- 02/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1703 on 17th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Rajesh V. Nambiyar & ors

Serial No. :- Borivali -6/12467/2017

Registration Date :- 07/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3902 on 39th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Sanjay K. Chindarkar & ors

Serial No. :- Borivali -6/12725/2017

Registration Date :- 14/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3903 on 39th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Sanjay K. Chindarkar & ors

Serial No. :- Borivali -6/12727/2017

Registration Date :- 14/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1702 on 17th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Suresh Murarka & ors

Serial No. :- Borivali -6/12829/2017

Registration Date :- 15/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1703 on 17th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Suresh Murarka

Serial No. :- Borivali -6/12830/2017

Registration Date :- 15/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1901 on 19th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Mukesh Parashar

Serial No. :- Borivali -6/13303/2017

Registration Date :- 28/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3802 on 38th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

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To

RameshKumar Bakhtawar Singh Rajpurohit & ors

Serial No. :- Borivali -6/13308/2017

Registration Date :- 28/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0904 on 9th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Alka Tibrewala & ors

Serial No. :- Borivali -1/13375/2017

Registration Date :- 24/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0905 on 9th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Alka Tibrewala & ors

Serial No. :- Borivali -1/13376/2017

Registration Date :- 24/11/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3505 on 35th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Kamlesh L. Hariya & ors

Serial No. :- Borivali -6/13792/2017

Registration Date :- 12/12/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0901 on 9th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

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Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Madhu R. Bohra & ors

Serial No. :- Borivali -6/13884/2017

Registration Date :- 13/12/2017

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1905 on 19th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Asgarali F. Fakhri & ors

Serial No. :- Borivali -1/14620/2017

Registration Date :- 28/12/2017

Flat Transaction

Entry-2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3004 on 30th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Dr. Pandurang G. Falke

Serial No. :- Borivali -6/181/2018

Registration Date :- 04/01/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3902 on 39th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Dharmendra P. Tiwari & ors

Serial No. :- Borivali -6/259/2018

Registration Date :- 06/01/2018

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2404 on 24th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Kiran D. Jalan

Serial No. :- Borivali -6/697/2018

Registration Date :- 18/01/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2503 on 25th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Nishant Prabhakar Patil & ors

Serial No. :- Borivali -1/1140/2018

Registration Date :- 30/01/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3903 on 39th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Maneka Bera

Serial No. :- Borivali -6/1162/2018

Registration Date :- 30/01/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1201 on 12th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others
To
Haresh V. Chedda & ors

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Serial No. :- Borivali -4/1880/2018

Registration Date :- 12/02/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3801 on 38th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Neeraj Vedpal Baliyan

Serial No. :- Borivali -6/1969/2018

Registration Date :- 21/02/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3305 on 33rd floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Pralahd G. Manekar & ors

Serial No. :- Borivali -1/3132/2018

Registration Date :- 21/03/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0401 on 4th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Pranali Ashok Dhamankar

Serial No. :- Borivali -6/3404/2018

Registration Date :- 22/03/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.1102 on 11th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

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To

Abhay Tamhankar & ors

Serial No. :- Borivali -6/3448/2018

Registration Date :- 23/03/2018

Entry for the Year 2017 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3001 on 30th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Aparna Kumari & ors

Serial No. :- Borivali -6/4349/2017

Registration Date :- 26/04/2017

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3503 on 35th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Sanjay N. Kothavade & ors

Serial No. :- Borivali -6/4643/2018

Registration Date :- 17/04/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3904 on 39th floor, in B Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra Agarwal & others

To

Pinakin Engineer & ors

Serial No. :- Borivali -1/4667/2018

Registration Date :- 24/04/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.0602 on 6th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Gurmeet Kaur Wahi & ors

Serial No. :- Borivali -6/5559/2018

Registration Date :- 07/05/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.3705 on 37th floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Rahul Dev & ors

Serial No. :- Borivali -6/5751/2018

Registration Date :- 10/05/2018

Entry for the Year 2018 as per Mixed Pages Index.

Agreement for Sale

I.r.o. being Flat No.2202 on 22nd floor, in A Wing, In the Building known as "J P Decks", + along with car parking space, Situated at bearing C.T.S. No.610/part of Malad Village.

Name of The Party :- M/s. J. P. Infra Pvt. Ltd. through director Virendra
Agarwal & others

To

Priyanka Gawde Through Yashwant R. Gawde

Serial No. :- Borivali -6/5859/2018

Registration Date :- 14/05/2018

Note :- In the S.r.o. at Borivali -8 & 9 are newly open, index ii record of said offices are not properly updated for search

Note :- Index ii record from the year 2017 to 2018 are not properly updated for search, said "subject to" search report as per the available Index ii Record

Note :- Index ii record for the year 2017 & 2018 are not property updated for search/some of the index ii books send for Binding, mixed index file record

Note :- In the S.R.O. at Borivali- 1 to 9, Index ii Record from the year 2017 to 2018 are Not Properly Maintained & Totally Mixed-Up, Some of the Index ii are not Properly Binding, Some of the Index ii Books in partly Torn Condition.

Kindly Note that the said Report is "Subject To" i) Some of the Index ii Pages are torn conditions ii) Some of the Index ii Pages are yet to be stabilized in online process iii) Some of the Index-II were not produced before Us for verification.

Your's Truly



S. S. Pawar
Search Clerk

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