

KALPESH JOSHI ASSOCIATES

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By Hand-delivery

18 July 2017

To,
Darvesh Properties Pvt. Ltd.
501, Darvesh Chambers,
S. V. Road, Khar (W),
Mumbai 400 052

Re: All those pieces and parcels of land admeasuring approximately admeasuring 9863.35 square meters (as per the present property register cards) or thereabouts along with the structures and buildings constructed thereon and known as "Darvesh Horizon" and situate near Dahisar Check Naka, Penkar Pada, Village Mahajanwadi (Mire) abutting Western Express High Way, Bhayandar, Taluka and District Thane and bearing CTS Nos. 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540 to 4546, 4565 to 4571, 4599 to 4603 and 4699 of village Mire (Mahajanwadi) and having Survey No. 24, Hissa Nos. 5-A, 6-A, 7-A, 8-A, 9, 10-B, 11 and 13, Survey No. 25 Hissa Nos. 2-C and 4-C, Survey No. 27 Hissa Nos. 2-E and 2-F of Village Mahajanwadi (Mire), Taluka Thane and within the limits of registration district Thane, Maharashtra.

Dear Sir,

Under your instructions, we have investigated your title in respect of the captioned pieces and parcels of land which are more particularly set out in the Schedule hereunder ("the said Property") based on the documents provided by you and the searches conducted by us as mentioned below:

1. We have not carried out any search/investigation in respect of any pending litigation or negative register with respect to the said Property before any court of law or before any other authority (judicial or otherwise);
2. We have relied upon the following:
 - Information on the basis of the title deeds and documents provided to us and other documents more particularly mentioned in Annexure - 1 hereto;
 - Copies of the documents where original documents of title were not available;

- Search report dated 10 July 2017 issued by Search Clerk, Mr. Shriniwas Chipkar, in respect of the searches conducted at the office of the Joint Sub-registrar of Assurances at Mumbai and Thane from the year 1988 to 2017 (last 30 years) in respect of the said Property;
- True Copies of the Property Register Cards issued by the office of Dy. Inspector of Land Records, Thane and 7/12 and 6/12 extracts issued by the office of Talathi, village Mire, Taluka and District Thane;
- Information provided to us by your representatives from time to time.

3. We have assumed that:

- All the documents submitted to us as photocopies or other copies of originals confirm to the originals and all such originals are authentic and complete;
- All signatures and seals on any documents submitted to us are genuine;
- All the documents and deeds relating to the said Property are valid, subsisting and not terminated or determined by the parties to it.
- There have been no amendments or changes to the documents examined by us; and
- The legal capacity of all natural/Juristic persons are as they purport it to be.

4. We had issued public notices on 15 June 2017 in the Mumbai and Thane edition of (i) the Free Press Journal (English daily) (ii) Nav Shakti (Marathi daily) and (iii) Navakal (Marathi daily) inviting claims and objections in respect of your the rights to the said Property. So far, we have not received any objection with respect to the same.

5. On perusal of the photocopies of the deeds and documents furnished to us and the revenue records in respect of the said Property, it appears that the said Property originally formed part of Village Mire and was subsequently separated and included in Village Mahajanwadi and hence new 7/12 and 6/12 extracts in respect thereof were issued in the name of village Mahajanwadi, Taluka Thane.

6. **NATURE OF THE PROPERTY:**

Freehold Property:

Name of Owners:

(i) Abdul Wahid Nasir Ahmed (ii) Abdul Khalid Nasir Ahmed (iii) Abdul Shahid Nasir Ahmed (iv) Asadullah Nasir Ahmed.

7. **Flow of Title:**

A. **First Land**

7.1 By and under an Indenture dated 2 December 1963 registered with the office of Sub-Registrar of Assurances at Thane under Serial No. 1059 of 1963, executed between, between (i) Kalyanji Lalji (ii) Sunderdas Lalji (iii) Tulsidas Khatau (iv) Padamsi Khatau (v) Ranjit Ramdas (vi) Trikamdas Jethabhai (vii) Krishnakumar Jethabhai (viii) Dharamsi Jethabhai (ix) Hansraj Jethabhai (therein referred to as the First Vendors) of the First Part (i) Chaturbhuj Dwarkadas (ii) Devidas Mulji and (iii) Tulsidas Khatau (acting in their capacity of Executors and Trustees of Dwarkadas Khatau and therein referred to as 'the Second Vendors') of the Second Part, and (i) Nasir Ahmed Haji Mohamed (ii) Fakhruddin Nasir Ahmed (iii) Badruddin Nasir Ahmed (iv) Gaffar Ahmed Nasir Ahmed ("Gaffar") (therein referred to as the Purchasers') of the Third Part, the First Vendors therein and the Second Vendors therein sold, transferred, assured and conveyed all those pieces and parcels of land admeasuring 2 Acres 25 1/4 Gunthas that is 12,735 square yards (equivalent to 10,648.08 square meters) and more particularly described in the Schedule therein and as set out in the table herein below (the "Larger Land"), together with the structures then standing thereon situate at village Mire, Taluka and District Thane, to the Purchasers, such that the said Nasir Ahmed Haji Mohamed became owner of one-half undivided, right, title and interest in the Larger Land and the remaining purchasers namely, Fakhruddin Nasir Ahmed, Badruddin Nasir Ahmed, and Gaffar Ahmed Nasir Ahmed each acquired one-sixth undivided right, title and interest in the Larger Land, as tenants-in-common, and the same was recorded under

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Mutation Entry No. 748 dated 14 December 1963,

Survey No.	Hissa No.	Area Acre Gunthas
95	10, 11, 12, 14, 15	
97	3 & 5	0-36
97	4	0-2 ¼
99	5 (part)	0-4 ½
99	7 (part)	0- ¼
99	8 (part)	0-3 ¾
99	10 (part)	1-10
99	11	0-1 ½
99	13	0-1 ½
188	2 & 3	0-5
188	1	0- ½
	Total	2-25 ¼

7.2 Thereafter, from a perusal of letter dated 19 March 1966 bearing reference No. LAQ/SR-192-MR-1-A addressed by the Office of the Special Land Acquisition Officer, Highways to Shri Nasir Ahmed Haji Ahmed and 3 others, it appears that land acquisition proceedings were initiated in respect of, inter-alia, a portion of the Larger Land admeasuring 4,772 square yards (equivalent to 3989.86 square meters) comprising of following Survey Numbers ("Setback Land").

Survey No.	Hissa No.	Area Acre - Guntha -As.
95	14	0-0-8
95	15	0-1-4
95	12	0-0-8
97	5	0-8-8
99	8	0-1-4
99	10	0-24-7
188	1	0-0-8
188	2	0-2-8
TOTAL		0-39-7

7.3 Under the said letter dated 19 March 1966, the Special Land

Acquisition Officer, Highways directed Shri Nasir Ahmed Haji Ahmed and 3 others to remain present on 29 March 1966 for handing over possession of the Setback Land in the manner as stated therein, failing which possession was to be taken in their absence. On a perusal of the letter dated 19 April 1966 bearing reference No. LAQ-SR-192 MR 1-A addressed by the Special Land Acquisition Officer to Shri Nasir Ahmed Haji Ahmed and 3 others, it appears that possession of the Setback Land was not handed over to the authority, and that possession of the Setback Land was scheduled to be taken on 26 April 1966.

7.4 However, in the Indenture dated 1 June 1968 described herein below, it is recorded that the Setback Land was acquired pursuant to land acquisition proceedings being Western Express Highways Land Acquisition Case No. LAQ-SR-192 MR-1-A for the purpose of constructing the Western Express Highway. Mutation Entry No. 1297 dated 9 February 1984 also records acquisition of land for highway in respect of Survey Nos. 99/8 (part) and 99/10, however, we have not perused copies of any award or documents evidencing handing over of possession.

7.5 The balance land remaining from the Larger Land (after deduction of Setback Land) admeasuring 7,963 square yards equivalent to 6658.08 square meters is hereinafter referred to as "the First Land".

7.6 By and under an Indenture dated 1 June 1968 registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2161/1968 executed between Badruddin Nasir Ahmed (therein referred to as the 'Vendor') of the One Part and Nasir Ahmed Haji Mohamed (therein referred to as the 'Purchaser') of the Other Part, the Vendor therein sold, transferred, and conveyed, his one-sixth (1/6th) undivided right, title and interest, in the First Land, for the consideration and in the manner as stated therein. Accordingly, the said Nasir Ahmed Haji Mohamed became the owner of 2/3rd undivided right title and interest in the First Land.

- 7.7 Thereafter, by and under an Indenture dated 24 March 1986 ("the 1986 Gift Deed") registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/1319/1986, executed between the said Nasir Ahmed Haji Mohamed (therein referred to as 'the Donor') of the One Part and (i) Abdul Wahid Nasir Ahmed ("Wahid") (ii) Abdul Khalid Nasir Ahmed ("Khalid") (iii) Abdul Shahid Nasir Ahmed ("Shahid") (iv) Asadullah Nasir Ahmed ("Asadullah") (therein referred to as 'the Donees') of the Other Part, the Donor therein by way of absolute gift conveyed his 2/3rd (i.e. 67 %) undivided right, title and interest in the First Land to the said Wahid, Khalid, Shahid and Asadullah to be held by them as tenants-in-common in equal shares and same is also recorded under Mutation Entry No. 1662 dated 26 August 1994.
- 7.8 By and under Indenture dated 24 March 1986 registered with the Sub-Registrar of Assurances at Bombay Serial No. BBM/1320/1986 executed between Fakhruddin Nasir Ahmed (therein referred to as 'the Donor') of the One Part and the said Wahid, Khalid, Shahid, Asadullah (therein referred to as the Donees) of the Other Part; the said Fakhruddin Nasir Ahmed demised his 1/6th undivided right, title and interest in the First Land to the said Wahid, Khalid, Shahid, and Asadullah and the same is also recorded under Mutation Entry No. 1661 dated 26 August 1994. However, the area shown in the said Gift Deed and Mutation Entry No. 1661 is stated as 6650.70 square meters.
- 7.9 By and under a Power of Attorney dated 24 March 1986; the said Fakhruddin Nasir Ahmed appointed Wahid, Khalid, Shahid, and Asadullah, as his constituted attorneys to, inter-alia, develop the First Land and file the necessary applications for updating the revenue records.
- 7.10 Thereafter, by and under an Indenture dated 30 June 1994 ("the Gaffar Gift Deed") registered with the Sub-Registrar of Assurances at Bombay Serial No. BBM/2101/1994 executed between Gaffar Ahmed

Nasir Ahmed (therein referred to as 'the Donor') of the One Part and the said Wahid, Khalid, Shahid and Asadullah (therein referred to as 'the Donees') of the Other Part, the Donor therein, by way of absolute gift, conveyed his one sixth (1/6th) undivided right, title and interest in the First Land, to the said Wahid, Khalid, Shahid and Asadullah as tenants in common having equal shares and the same is recorded under Mutation Entry No.12 dated 30th March, 1998. It is also stated in the said Indenture that the First Land as described in the Third Schedule therein was fully tenanted.

7.11 In view of what is stated hereinabove, the said Wahid, Khalid, Shahid and Asadullah became the co-owners of the First Land as tenants-in-common having equal shares.

B. Second Land

7.12 By and under an Indenture dated 11 October 1966 registered with the Sub-Registrar of Assurances at Thane under Serial No. THN/1180/1966, executed between, (i) Kalyanji Lalji (ii) Sunderdas Lalji (iii) Tulsidas Khatau (iv) Padamsi Khatau (v) Ranjit Ramdas (vi) Trikamdas Jethabhai (vii) Krishnakumar Jethabhai (viii) Dharamshi Jethabhai (ix) Hansraj Jethabhai (therein referred to as "the First Vendors") of the First Part, (ii) Chaturbhuj Dwarkadas (ii) Devidas Mulji and (iii) Tulsidas Khatau, acting in their capacity of Executors and Trustees of Dwarkadas Khatau (therein referred to as "the Second Vendors") of the Second Part and (i) Badruddin Nasir Ahmed (ii) Gaffar Ahmed (therein referred to as "the Purchasers") of the Third Part, the First Vendors and the Second Vendors conveyed all those pieces and parcels of the agricultural land admeasuring 5,747.50 square yards (equivalent to 4805.64 sq. meters) situate at Taluka - Mire and District - Thane and more particularly described in the Schedule therein and as set out in the table herein below, ("the Second Land") together with the structures standing thereon to the Purchasers as tenants-in-common having equal share in the manner set out therein.

The sale is recorded under Mutation Entry No. 946 dated 06 January, 1968.

Survey No.	Hissa No.	Area Acres- Gunthas
99	9 (part)	0 - 16
100	2(part)	0 - 7 ½
100	4(part)	0 - 5
101	2 (part 1)	0 - 16 ½
101	2 (part 2)	0 - 2 ½
	Total	1-7 ½ i.e. 5,747.50 sq. yds.

7.13 Prior to execution of the aforementioned Indenture dated 11 October 1966, by and under letter dated 30 April 1966, the Prant Officer, Thane had granted permission under Section 63 of Bombay Tenancy and Agricultural Lands Act, 1948 read with rule 36 of the Bombay Tenancy and Agricultural Lands Rules, 1956, for the sale of the Second Land in favor of Badruddin Nasir Ahmed and Gaffar for non-agricultural purpose of Residential Buildings, on the terms and conditions recorded therein ("the said Permission"). One of the conditions of the said Permission is that the land shall not be disposed-off in any manner without prior permission of the Collector and another condition was that the purchaser shall apply for necessary non-agricultural permission within 6 months from the date of the said Permission and that the land shall be used for the non-agricultural purposes within 1 year from the date of the said Permission.

7.14 By and under the Indenture of Gift dated 30 June 1994 registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/2099/1994 executed between Badruddin Nasir Ahmed (therein referred to as "the Donor" through his constituted attorney Mr. Nasir Ahmed Haji Mohammed) of the One Part and the said Wahid, Khalid, Shahid and Asadullah (therein referred to as "the Donees") of the Other Part; the Donor therein by way of absolute gift, conveyed his 1/2 (half) share in the Second Land to the Donees to hold the same as tenants-in-common having equal shares, in the manner as stated

therein. The said Gift is recorded under Mutation Entry No. 20 dated 1 April 2000.

- 7.15 By and under the Indenture of Gift dated 30 June, 1994 ("the Gaffar Gift Deed-2") registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/2100/1994, executed between Gaffar Ahmed Nasir Ahmed (therein referred to as "the Donor") of the One Part and the said Wahid, Khalid, Shahid and Asadullah (therein referred to as "the Donees") of the Other Part, the Donor therein, by way of absolute gift, conveyed his $\frac{1}{2}$ (one-half) undivided right, title and interest in the Second Land, to the said Wahid, Khalid, Shahid and Asadullah; to hold the same as tenants-in-common having equal shares, in the manner set out therein and the same is recorded under Mutation Entry no. 21 dated 1 April 2000.
- 7.16 Under both the above mentioned Indenture of Gifts dated 30 June 1994, it is mentioned that there were protected tenants in the Second Land. In the list of tenants names of the said Wahid, Khalid, Shahid and Asadullah are appearing as tenants. We have, however, not perused copies of documents evidencing creation or surrender of tenancies in respect of the Second Land as the same are not available with the Developer. The Developer has informed us that there were no tenants and/or occupants and/or trespassers in the Second Land except the said Wahid, Khalid, Shahid and Asadullah.
- 7.17 In view of what is stated hereinabove, the said Wahid, Khalid, Shahid and Asadullah (hereafter "the Owners") became the co-owners of the Second Land as tenants-in-common having equal shares. The First Land and the Second Land together as acquired under the aforesaid Deeds is admeasuring 11,463.72 square Meters.
8. **Assignment of New Survey Numbers:**
- 8.1 It appears that in or around 1995-1996 the First Land and the Second Land were included in the Village Mahajanwadi and New Survey Numbers were assigned which are under:

First Land:

Sr. No.	Old S. No./H. Nos	New S. No.	Area (Sq. meters)	Holders
1	S. No. 95. H. Nos.10, 11, 12, 14, 15. S. No. 97. H. Nos. 3 and 5 (part) [Gone under land acquisition]	S. 20. H Nos. 10, 11, 12, 14, 15 & S. No. 21 H. Nos. 3, 5 (pt)	3390	Wahid, Khalid, Shahid and Asadullah.
2.	S. No. 97 H. No. 4	S. No. 21 H. No. 4	230	Kalyanji Lalji
3.	S. No. 99 H. No.5 (part)	S. No. 24 H. No. 5A	460	Jayraj Devidas & Ors.
4.	S. No. 99 H. No. 7 (part)	S. No. 24 H. No.7A	30	Wahid, Khalid, Shahid and Asadullah.
5.	S. No. 99 H. No. 8 part	S. No. 24 H. No. 8A	250	Wahid, Khalid, Shahid and Asadullah.
6.	S. No. 99 H. No. 10 part	S. No. 24 H. No. 10B	2400	Wahid, Khalid, Shahid and Asadullah.
7.	S. No. 99 H. No. 11	S. No. 24. H. No.11	150	Jayraj Devidas & Ors.
8.	S. No. 99 H. No.13	S. No. 24 H. No. 13	150	Wahid, Khalid, Shahid and Asadullah.
9.	S. No. 188 H No. 2 and 3 [188/2 Gone under land acquisition]	S. No. 22 H. Nos. 2 and 3A	260	Kalyanji Lalji
10.	S. No. 188. H. No. 1 [Gone under land acquisition]	S. No. 22 H. No.1	50	National Highway
		Total:	7370	

Second Land:

Sr. No.	Old S. No./H. Nos	New S. No.	Area (Sq. meters)	Holders
1.	S. No. 99 H. No. 9 (part)	S. No. 24 H. No.9	1620	Wahid, Khalid, Shahid and Asadullah
2.	S. No. 100 H. No. 2 (part)	S. No. 25 H. No.2C	760	Wahid, Khalid, Shahid and Asadullah
3.	S. No. 100 H. No. 4 part	S. No. 25 H. No.4C	510	Wahid, Khalid, Shahid and Asadullah
4.	S. No. 101 H. No. 2 (part 1)	S. No. 27 H. No. 2E	1690	Wahid, Khalid, Shahid and Asadullah

5.	S. No. 101 H. No. 2 (part 2)	S. No. 27 H. No. 2F	250	Wahid, Khalid, Shahid and Asadullah
		Total	4830	

9. **Creation of Developer's Interest in the Property by grant of Development Rights by owners:**

9.1 By and under Development Agreement dated 4 November 2010 (the "Development Agreement") registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-5/11498/2010, and executed between Wahid (therein referred to as 'the Party of the First Part/Owner no. 1') of the First Part, Khalid (therein referred to as the Party of the Second Part /Owner no 2') of the Second Part, Shahid (therein referred to as 'the Party of the Third Part/Owner no. 3') of the Third Part, and Asadullah (therein referred to as the Party of the Fourth Part/Owner no. 4) of the Fourth Part (and collectively referred to as 'the Owners' therein), with Darvesh Properties Private Limited (therein referred to as 'the Party of the Fifth Part/Developer) of the Fifth Part (hereinafter referred to as "the Developer"), the Owners have granted development rights in respect of 9867.580 sq. meters out of the said First Land and Second Land as more particularly set out in the Schedule thereunder written, subject to the terms and conditions as set out therein. The said pieces and parcels admeasuring 9867.580 square meters of the First Land and Second Land granted by the Owners for the Development are hereinafter referred to as "the said Property" and also more particularly set out in the Schedule written hereunder. The Developer therein was permitted to construct residential and/or commercial and/or shopping mall buildings on 75% of the said Property. The total built-up area available for sale is agreed to be divided in the ratio of 60:40 between the Developer and the Owners ("Developer's Area" and 'Owners' Area' respectively) which has to be divided in the manner as stated in the Development Agreement. On the remaining 25% of the said Property, the Developer was to undertake construction of a building for Mumbai Metropolitan

Regional Development Authority ("MMRDA") and thereafter convey the said 25% of the said Property and the building constructed thereon to MMRDA. Please note that the area of the said Property mentioned in the Development Agreement is mentioned as 9867.580 sq. meters as per TILR Records and as per Property Cards it is 9863.35 square meters. However, we have not been able to peruse the TILR Records and have proceeded to investigate title on the basis of the area mentioned in present the Property Card Extracts.

9.2 By and under an even dated Power of Attorney registered with the Sub-Registrar of Assurances under Serial No. TNN-5/11496/2010, the Owners have appointed: (i) Darvesh Properties Pvt Ltd. (as the Developer) (ii) Mr. Maheeb Darvesh and (iii) Mr. Nadeem U. Darvesh as their Attorneys to undertake development of the said Property, as more particularly stated therein.

9.3 By and under Agreement for Sale dated 23 November 2010 executed between Abdul Shahid Nasir Ahmed (one of the Owners) and the Developer and registered with the office of Sub-Registrar of Assurances at Thane under Serial No. TNN-4/10721/2010, the said Abdul Shahid Nasir Ahmed agreed to sell and transfer premises comprising of 8,571 square feet forming part of his 1/4th share in the Owners' Area to the Developer for the consideration and in the manner and on the terms and conditions stated therein.

9.4 Subsequently, by and under a Supplemental Development Agreement dated 7 November 2014 executed between Wahid, Khalid, Shahid and Assadullah (collectively referred to as "the Owners") and Darvesh Properties Private Limited, "the Developer" and registered with the Office of Sub-Registrar of Assurances at Thane under Serial No. TNN-10/13507/2014 ("Supplemental Development Agreement"), it has been agreed between the Owners and the Developer, inter-alia, that post rectification of area in the Property Register Cards, the physical area of the said Property to be developed shall not be more than 8270

square meters and that the development shall be undertaken only in respect of the said portion admeasuring 8270 square meters which will include road set back, amenity plots and other deductions. It has been further agreed that presently the demarcation of the Owners' Area and Developers' Area has been made under the said Demarcation Plans on the basis of plans sanctioned by MMRDA and Mira Bhyandar Municipal Corporation ("MBMC") on the basis of area of 6992.95 square meters reflected presently in the Property Register Cards in respect of the said Property and in the event of rectification of area to the extent of 8270 square meters, the plans in respect of the same being approved by the MMRDA and MBMC, the additional built-up area generated shall be shared between the Developer and the Owners in the proportion of 60:40 and the Developer and the Owners shall execute and register necessary writing in that regard.

9.5 Subsequently, in furtherance of the Agreement for Sale dated 23 November 2010, by and under a Deed dated 20 April 2015 executed between Abdul Shahid Nasir Ahmed (one of the Owners) and the Developer and registered with the office of Sub-Registrar of Assurances under Serial No. TNN-10/5848/2015, the said Abdul Shahid Nasir Ahmed has granted, transferred and assigned 8 (eight) flats admeasuring 443.51 square meters (carpet area) forming part of his 1/4th share in the Owners' Area to the Developer, in the manner and on the terms and conditions stated therein.

9.6 By and under a Family Arrangement Deed dated 13 January 2016 executed between the said Owners and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-10/792/2016, the Owners have undertaken inter-se allotment of the Owner's Area among themselves in the manner stated therein.

10. **Property Register Cards:**

10.1 We have perused certified copies of the property register cards extracts (Akhiv Patrika) dated 7 May 2016 in respect of the CTS Numbers of the

said Property. The property register cards for CTS Nos. 4403, 4447, 4451, 4492, 4494 - 4502, 4504, 4505, 4507, 4508, 4545, 4546, 4567 - 4571, 4599 - 4600, and 4699 reflect the name of Nasir Ahmed as the holder.

10.2 The Akhiv Patrikas for CTS Nos. 4398, 4402, 4436 - 4446, 4448, 4450, 4481, 4482, 4486-4491, 4493, 4503, 4506, 4540-4544, 4565, and 4566 do reflect the names of predecessors in title of the Owners. The Owners are required to enter their names in the property register cards to update revenue records.

10.3 The details of the CTS Nos. forming part of the said Property and the respective areas of under the Akhiv Patrika are more particularly set out in Annexure - 2 of this report.

11. **Area Rectification:**

11.1 Pursuant to the application made by the Developer as the constituted attorney of the Owners for rectification of the areas of the said Property requested the Deputy Superintendent of Land Records, Thane for survey of the said Property, the Deputy Superintendent of Land Records, Thane upon survey confirmed the need for rectification of the area of the said Property. The Developer, accordingly made proposal for rectification of the areas and submitted necessary records.

11.2 In view of the aforesaid proposal, by and under an order dated 24 April 2015 bearing No. LR1/AR/S.R.270/2015 passed by the Office of Collector, Thane, the Collector has ordered rectifications to be made in the areas of the following CTS Numbers forming part of the said Property in the manner provided below :

S. No	CTS No.	Area before rectification (in sq. mtrs.)	Area post rectification (in sq. mtrs.)	Difference in Area (in sq. meters)
1	4448	182.7	262.6	79.9
2	4449	50.2	89.6	39.4
3	4489	188.6	262.6	74
4	4490	116.3	272.9	156.6
5	4494	129.5	144.4	14.9
6	4540	65.6	88.1	22.5
7	4541	59.9	215.1	155.2

8	4565	53.2	57.3	4.1
9	4569	14.5	24.5	10
10	4570	25.0	71.0	46
11	4571	21.3	55.0	33.7
12	4600	2154.7	1826.2	328.5
13	4451	58.5	148.5	90
14	4443	12.3	12.0	0.3
15	4450	4.4	4.2	0.2
16	4505	12.6	12.8	0.2
17	4546	60.7	747.5	686.8
18	4438	598.3	2354.6	+1756.3
Total		3808.3	6648.9	2840.6

Hence, based on the aforesaid rectification, there is an increase in the area of the said Property by 2840.6 square meters. The said rectification has been effected on the Akhiv Patrikas in respect of the C.T.S. Numbers forming part of the said Property.

12. **Estate Investment Co. Private Limited NOC:**

12.1 In respect of land bearing Survey No. 24 H. Nos. 5A, 6A, 7A, 8A, 9, 10B, 11 and 13, S. No. 25 H. No. 2B, 4C and S. No. 27 H. No. 2 (parts), we have perused a copies of the letters of even date 21 May 2011 issued by the Estate Investment Co. Private Limited addressed to the Tehsildar, Thane and copy to the Collector, Thane and the Commissioner, Mira Bhayander Municipal Corporation whereunder it has been requested that the name of Estate Investment Co. Private Limited be deleted from the 'Kabjedar/Other Rights' column of the record of rights. Further, Vide letter dated 18 July 2016 issued by the Estate Investment Co. Private Limited, it has further requested that it's name be deleted in respect of Survey No. 25 H. No. 2C.

13. **NA Permissions:**

13.1 Vide an order dated 16 November 2011 issued by Collector District Thane non-agriculture permission was granted to Abdul Wahid Nasir Ahmed and others through constituted attorney, Darvesh Properties Pvt Ltd in respect of an area of 4128.80 sq. meters as residential use and an area of 2087 square meters as commercial use of the said Property

subject to terms and conditions as therein and payment of NA assessment as stated therein and the same was recorded under Mutation Entry No. 270 dated 17 November 2011. The said non-agricultural order dated 16 November 2011 records that the permission has been granted on the main condition of updating the revenue records within six months from the receipt of the permission. It is also recorded that in accordance with the sanctioned plans, construction could not be undertaken on an area of 777.15 square meters which comprised of Setback Area of 450 square meters and amenity space of 327.15 square meters.

14. **Development Plan Remarks:**

14.1 We have been provided with a copy of letter dated 4 June 2012 bearing reference No. MC/TP/1940/12-13 addressed by the Commissioner of Mira Bhayander Municipal Corporation along with the plan to M/s. Phadnis & Associate. On a perusal of the same, it appears that 18 meter internal road of the development scheme is included in the land bearing New Survey Nos. 24 (99) and 27 (101) and falls an industrial (1-2) zone.

15. **Orders Under Urban Land Ceiling Acts:**

15.1 We have perused various Orders passed by the Court of the Deputy Collector and Competent Authority, Thane Urban Agglomeration in respect of various portions of the said Property whereby it has been declared that there were no surplus vacant land within the said Property and therefore the proceedings were dropped.

16. **Locational Clearance by MMRDA for Rental Housing Scheme:**

16.1 By and under a Locational Clearance letter dated 30 July 2010 ("Locational Clearance") bearing reference No. MMRDA/RHD/RHS-94/10/319, issued by the Additional Metropolitan Commissioner to the Owners, permission was granted to develop a Rental Housing Scheme under, the regulations of the Rental Housing Project as contained in the

Government Regulation No. TPS-1208/MMR/CR-393/08/UD-12 dated 4 November 2008, on land bearing Survey No. 24 (Hissa No 5A, 7A, 8A, 9, 10B, 11, 13), Survey No 25 (Hissa No 2C, 4C) Survey No 27 (Hissa No 2E, 2F) admeasuring 7965 square meters situated at Village Mahajanwadi, Thane in the manner and subject to the terms and conditions mentioned therein.

- 16.2 In view of the area rectification and subsequent proposals made by the Developer, by and under letter dated 27 June 2016 bearing reference no. MMRDA/RHD/RHS-94 R/16/122 addressed to the Developer, MMRDA has granted Revised Location Clearance and Layout Approval for the revised area of 8270 square meters in the manner and on the terms and conditions provided therein.
- 16.3 Under Condition No. 22 of the aforesaid Revised Locational clearance, it is provided that no mortgage, lien or charges with any bank, financial institution and/or any person or transfer or lease or sub-lease shall be allowed in respect of 25% of land to be conveyed to MMRDA and that the Developer will be allowed to mortgage, create any lien or charges with any bank, financial institution and/or any person or transfer, lease or sub-lease the land proposed for free sale component subject to the condition that the mortgage is only for the sole purpose of undertaking development of the rental housing scheme on the said Property.
- 16.4 Vide Letter dated 13 November 2014 bearing Ref No. MMRDA/RHD/RHS-94R/14/346 issued by MMRDA addressed to the Developer, MMRDA has granted its NOC to obtain loan against free sale component subject to the conditions specified therein.
- 16.5 By and under Articles of Agreement for Undertaking Rental Housing Project dated 02 December 2016 executed between MMRDA of the First Part, the Developer of the Second Part and Abdul Nasir Ahmed and Others of the Third Part, the parties therein have recorded the terms and conditions for implementation of the Rental Housing Project on

the said Property. It has been mentioned in the aforesaid Agreement that on the execution of the Agreement the Developer has put the MMRDA in possession of Land admeasuring 1837.10 square metres and bearing CTS Nos. as more particularly mentioned in Schedule II therein.

16.6 By letter dated 16 January, 2017 bearing No. MMRDA/RHD/RHS-94R/17/13, MMRDA has granted NOC for release of 0.5 FSI of free sale component in the manner and on the terms and conditions stated therein.

17. **IOD / Commencement Certificate:**

17.1 By and under IOD dated 28 April 2011 bearing reference No. MB/M.C./TP/197/2011-12, issued by the Commissioner of the Mira Bhyander Municipal Corporation (hereinafter referred to as "MBMC"), to Maheub Usman Darvesh as the constituted attorney of the Owners, MBMC issued its no-objection to submit an application to the Collector for obtaining non-agricultural order for the property for undertaking development of the said Property, subject to the terms and conditions more particularly stated therein.

17.2 By and under Commencement Certificate dated 22 May 2013 bearing reference no. M.B./MC./TP/657/2013-14 issued by the MBMC, the permission to construct upto the plinth level has been granted.

17.3 Thereafter, by and under letter bearing No. M.B./MC/TP/1431/2015-16 dated 7 July, 2015 addressed to the Developer, MBMC has granted further commencement certificate for undertaking further construction of the Project for (i) constructing sale component building B (Wing A to E) comprising of Basement + Part Ground + 8 floors by utilizing 7989.25 square meters; and (ii) for constructing rental component Building R-1 comprising of Ground + 13 floors by utilizing 4429.83 square meters in the manner and on the terms stated therein.

17.4 Thereafter, by and under a further Commencement Certificate dated 13 July 2016 bearing No. M.B./M.C./TP/1783/2016-2017 issued by

MBMC for further construction in Sale Component building up to 9th Floor (in wings A,B,D,E) by utilizing 997.11 square meters and for further construction of Rental Component building for 14th and 15th floor by utilizing 666.66 square meters, in the manner stated therein.

17.5 By and under a further Commencement Certificate dated 15 May 2017, bearing No M.B./M.C./TP/734/2017-2018 issued by MBMC for further construction in Sale Component building for Wing A & B: Basement + Part Ground + 1,2,3 Podium + 4 to 9 (in wings A,B,C,D,E); for Wing C. D & E: Basement + Part Ground + 1,2,3 Podium + 4 to 10 by utilizing 10,861.19 square meters, and for further construction of Rental Component building R1 Part Ground + 22 floors utilizing 7336.63 square meters in the manner as stated therein.

17.6 Thereafter, by and under a further Commencement Certificate dated 23 June 2017 bearing No. M.B./M.C./TP/1233/2017-2018 issued by MBMC for further construction in Sale Component building from 11 upto 17 Floor (in wings D & E) by utilizing 3526.59 square meters..

18. **NHAI Approvals:**

18.1 By and under a letter dated 2 July 2011 bearing reference No. NHAI/PIU-Surat-Camp-GHB/NOC/9358, addressed by the Manager (Tech.) NHAI to Phadnis and Associates, the National Highway Authority has granted its no objection certificate to carry out the development in said Property in the manner as stated therein.

19. **Consent To Establish:**

19.1 By and under a letter dated 24 January 2012 bearing reference no. MPCBI-HQ/ROHQ/Thane/CE/CC/165 addressed by the Member Secretary of Maharashtra Pollution Control Board to the Developer, consent to establish under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Authorization / Renewal of Authorization under Rule 5 of the Hazardous Wastes

(Management, Handling and Trans boundary Movement) Rules 2008 was granted to the Developer subject to the terms and conditions more particularly stated therein.

20. **Environmental Clearance:**

20.1 By and under a letter dated 2 May 2013 bearing reference no. SEAC 2013/CR-219/TC-1 addressed by the Environment Department, Government of Maharashtra to the Developer, the Ministry of Environment and Forest granted its approval for the development of the said Property subject to the compliance of the terms and conditions as stated therein. It is stated that the environment clearance is issued subject to restricting the construction of rental housing component up to the plinth level only and the project proponent should approach State Level Environment Impact Assessment Authority (SEIAA) when decision on tenement size is taken by the state government.

21. **Agreement with Mira Bhayander Municipal Corporation for handover of areas:**

21.1 By and under an Agreement dated 7 May 2012 registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-4/2946/2012 executed between the Developer (therein referred to as 'the Assignors/Developers') of the One Part and the Commissioner of the MBMC of the Other Part, the Developer assigned an area admeasuring 327.15 square meters as an Amenity Open Space and an area of 450 square meters for the D. P. Road widening area, aggregating to 777.15 square meters from the Land to the Assignee in the manner as stated therein.

21.2 Vide letter dated 18 February 2016 bearing Ref. No. M.C./S.B./11209/2015-16 issued by the MBMC to the Developer it is recorded that, that an area admeasuring 103.995 square metres has

been handed over to the MBMC for service road widening since it is affecting the CTS Nos. as comprising the said Property.

- 21.3 Vide letter dated 1 June 2017 bearing Ref. No. MB/MC/DP/845/2017-18 addressed by the Commissioner of MBMC to the Dy. Superintendant of Land Records, it has been recorded that the Developer has handed over an area admeasuring 386.82 square meters for amenity space and area admeasuring 534.82 square meters for D. P. road widening aggregating to an area of 921.64 square meters to MBMC and the name of MBMC is required to be entered as holder of the aforesaid land handed over to MBMC.

22. **LITIGATIONS:**

- 22.1 The Developer has informed us that there are no existing litigations with respect to the said Property in any court of law. However, in the search report an entry of Lis Pendens bearing No. THN-10-4402 dated 22 March 2016 has been found. We have inspected the said proceedings of the said Spl. Civil Suit No. 724 of 2015 (Mohd. Sardar Haji Usman & Ors. Vs. Mohamed Sayeed Haji Usman Chhawniwala and Ors) and found that neither the said Owners nor the Developer is party to the said Suit and no part of the said Property is covered under the aforesaid Suit. Hence, the said Suit does not pertain to the said Property.

23. **SITE STATUS:**

- 23.1 The Developer has informed us that presently the Developer is undertaking construction in accordance with the Further Commencement Certificate dated 15 May 2017 and as on date the Developer has completed construction of Ground plus 3 level podiums plus 6 upper floors of free sale buildings Nos. 1 & 3 comprising of wings A, B, D and E wings and completed construction of Free Sale Building No. 2 comprising of Wing C upto Ground plus 3 level podiums plus 4 upper floors; Ground plus 18 upper floors in respect of the rental housing building and vide further Commencement

Certificate dated 23 June 2017, the 7th typical floor slab for Wing- D has been casted.

24. **CHARGES AND ENCUMBRANCES:**

- 24.1 The Developer has created a mortgage in respect of, inter-alia, certain units (also including Unsold Units) forming part of the project being developed on the said Property. Vide Deed of Reconveyance dated 19 November 2015 and registered with the Office of Sub-Registrar of Assurances at Thane under Serial No. TNN-10/17119/2015 executed between Indiabulls Housing Finance Limited therein referred to as the Mortgagee and the Developer therein referred to as the Mortgagor, the Mortgagee therein has recorded the release of the Mortgage.
- 24.2 By and under Indenture of Mortgage dated 20 November 2015 executed between the Developer and IL&FS Trust Company Limited ("the Debenture Trustee") and registered with the Office of Sub-Registrar of Assurances at Thane under Serial No. TNN-9/8042/2015, the has created mortgage in respect of unsold premises excluding the rental housing scheme component mentioned in Second Schedule thereunder. Additionally, the Developer has also executed a Memorandum of Hypothecation dated 30 November 2015 in favour of IL&FS Trust Company Limited (now known as VISTRA ITCL (India) Limited) in respect of, inter-alia, the certain unsold units and also executed a Power of Attorney dated 30 November 2015 executed by the Developer in favour of the IL&FS Trust Company Limited (now known as VISTRA ITCL (India) Limited) to undertake acts under the Memorandum of Hypothecation in the manner provided therein.
- 24.3 We have been informed by the Developer that the original title documents of the said Property are with the Owners and the documents whereunder the development rights have been granted on the said Property in favour of the Developer are in the custody of the

Debenture Trustee. We have perused the List of Original documents which are in the custody of the Debenture Trustee.

25. **SEARCHES AT REGISTRAR OF COMPANIES:**

25.1 For the purpose of this Certificate, we have also caused searches to be conducted of the records of the Registrar of Companies available at the website of Ministry of Company Affairs for Darvesh Properties Private Limited and save and except the said Mortgages stated above, there are no other charges reflected in respect of the Unsold Units and the said Property.

SCHEDULE OF THE PROPERTY

(Description of the said Property)

All those pieces and parcels of land admeasuring approximately 9867.58 sq mtrs as per TILR records and admeasuring 9863.35 square meters (as per the present property register cards) or thereabouts along with the structures and buildings constructed thereon and known as "Darvesh Horizon" and situate near Dahisar Check Naka, Penkar Pada, Village Mahajanwadi (Mira) abutting Western Express High Way, Bhayandar, Taluka and District Thane and bearing CTS Nos. 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540 to 4546, 4565 to 4571, 4599 to 4603 and 4699 of village Mira (Mahajanwadi) and having following Survey nos./Hissa Nos. of village Mahajanwadi (Mira):

S. No.	H. No.	S. No.	H No.
24	5-A	24	11
24	6-A	24	13
24	7-A	25	2-C
24	8-A	25	4-C
24	9	27	2-E
24	10-B	27	2-F

within the limits of registration district Thane, Maharashtra.

CONCLUSION:

Subject to what is stated hereinabove and (a) the performance of the terms and conditions of the said Development Agreement, the Supplemental

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Development Agreement, obligations towards MMRDA with regards to the Rental Housing Scheme and other agreements (including agreements for built-up area sharing, if any) to be executed in respect thereof; and (b) the obtainment of all the approvals and permissions from all the statutory authorities, we are of the view that the title of the said Owners to the said Property and the development rights of the Developer to develop the said Property and sell the saleable units comprising of the Developer's Area subjects to the approvals and permission of MBMC and MMRDA is clear and marketable.

Dated this 18 day of July 2017

Kalpesh Joshi Associates

Advocates



LIST OF DOCUMENTS REFERRED/PERUSED

Sr. No.	Date	Document
1.	2 December, 1963	Photocopy of Indenture registered with the office of Sub-Registrar of Assurances at Thane under Serial No. 1059 of 1963, executed between, between (i) Kalyanji Lalji and 8 others, Chaturbhuj Dwarkadas & 2 others and Nasir Ahmed Haji Mohamed and 3 others;
2.	11 October, 1966	Photocopy of Indenture registered with the Sub-Registrar of Assurances at Thane under Serial No. THN/1180/1966, executed between, (i) Kalyanji Lalji and 8 others, Chaturbhuj Dwarkadas & 2 others and (i) Badruddin Nasir Ahmed (ii) Gaffar Ahmed Nasir Ahmed;
3.	1 June, 1968	Photocopy of Indenture registered with the Sub-Registrar of Assurances at Bombay under Serial No BOM-R/2161/1968 executed between Badruddin Nasir Ahmed and Nasir Ahmed Haji Mohamed;
4.	24 March, 1986	Photocopy of Indenture registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/1319/1986, executed between the said Nasir Ahmed Haji Mohamed ('the Donor') and (i) Abdul Wahid Nasir Ahmed ("Wahid") (ii) Abdul Khalid Nasir Ahmed ("Khalid") (iii) Abdul Shahid Nasir Ahmed ("Shahid") (iv) Asadullah Nasir Ahmed ("Asadullah") ('the Donees');
5.	24 March, 1986	Photocopy of Indenture registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/1320/1986 executed between Fakhruddin Nasir Ahmed ('the Donor') and i) Wahid (ii) Khalid (iii) Shahid and (iv) Asadullah ('the Donees');
6.	30 June, 1994	Photocopy of Indenture registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/2101/1994 executed between Gaffar Ahmed Nasir Ahmed ('the Donor') of the One Part and the said (i) Wahid (ii) Khalid (iii) Shahid and (iv) Asadullah ('the Donees') of the Other Part;
7.	30 June, 1994	Photocopy of Indenture registered with the Sub-Registrar of Assurances at Bombay under Serial No. BBM/2099/1994 executed between Badruddin Nasir Ahmed ("the Donor") through his constituted attorney Mr. Nasir Ahmed Haji Mohammed) and i) Wahid (ii) Khalid (iii) Shahid and (iv) Asadullah ('the Donees');
8.	30 June, 1994	Photocopy of Indenture of Gift registered with the Sub-Registrar of Assurances at Bombay under Serial no. BBM/2100/1994, executed between Gaffar Nasir Ahmed ('the Donor') and i) Wahid (ii) Khalid (iii) Shahid and (iv) Asadullah ('the Donees');
9.	30 June, 1994	Photocopy of Indenture registered with the Sub-

		Registrar of Assurances at Bombay under Serial No. BBM/2101/1994 executed between Gaffar Ahmed Nasir Ahmed ('the Donor') and i) Wahid (ii) Khalid (iii) Shahid and (iv) Asadullah ('the Donees');
10.	30 July, 2010	Original Locational Clearance bearing reference No. MMRDA/RHD/RHS-94/10/319, issued by the Additional Metropolitan Commissioner, MMRDA to Abdul Shahid Nasir Ahmed;-
11.	4 November 2010	Photocopy of Development Agreement registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-5/11498/2010, and executed between (i) Wahid, Khalid, Shahid and Asadullah with Darvesh Properties Private Limited (DPPL);
12.	28 April, 2011	Original Intimation of Disapproval (IOD) bearing reference no. M.B./M.N.C./TP/197/2011-12, issued by the Commissioner of the Mira Bhandar Municipal Corporation (MBMC);
13.	21 May, 2011	Photocopy of Letters issued by the Estate Investment Co. Private Limited addressed to the Tehsildar, Thane and copy to the Collector, Thane and the Commissioner, MBMC, and Certified copy of Village Form No. VI dated 22 September 2016.
14.	16 November 2011	Original Order issued by Collector District Thane to Abdul Wahid Nasir Ahmed and Others through CA, Darvesh Properties Pvt Ltd in respect of non-agricultural permission.
15.	24 January, 2012	Original Letter bearing reference no. MPCBHQ/ROHQ/Thane/CE/CC /165 addressed by the Member Secretary to DPPL;
16.	5 March, 2012	Original Letter addressed by the Deputy Superintendent, Land Records to the Abdul Wahid Nasir Ahmed and 3 others through C.A. Mehmooob Usman Darvesh;
17.	21 April, 2012	Original Letter addressed by the Deputy Superintendent, Land Records to the Abdul Wahid Nasir Ahmed and 3 others through C.A. Mehmooob Usman Darvesh;
18.	23 April, 2012	Photocopy of Letter addressed by the said Abdul Wahid Nasir Ahmed and 3 others through C.A. Mehmooob Usman Darvesh to the Deputy Superintendent, Land Records.
19.	7 May, 2012	Photocopy of Agreement registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN-4/2946/2012 executed between DPPL ('the Assignors/Developers') and the Commissioner of MBMC ('the Assignee');
20.	4 June, 2012	Photocopy of Letter bearing reference No. MC/TP/1940/12-13 addressed by the Commissioner of Mira Bhandar Municipal Corporation (DP) to M/s. Phadrus & Associates;

21.	2 May, 2013	Original Letter bearing reference no. SEAC 2013/CR-219/TC-1 addressed by the Environment Department, Government of Maharashtra to the DPPL;
22.	22 May, 2013	Original Commencement Certificate bearing reference no. M.B./MC./TP/657/2013-14 issued by the MBMC to DPPL.
23.	7 November, 2014	Photocopy of the Supplemental Development Agreement registered with the Office of Sub-Registrar of Assurances at Thane under Serial No. TNN-10/13507/2014. (i) Wahid ('the Party of the First Part/Owner no. 1') of the First Part, Khalid ('the Party of the Second Part /Owner no 2') of the Second Part, Shahid ('the Party of the Third Part/Owner no. 3') of the Third Part, and Asadullah ('the Party of the Fourth Part/Owner no. 4') of the Fourth Part (collectively 'the Owners'), with Darvesh Properties Private Limited ('the Party of the Fifth Part/Developer) of the Fifth Part;
24.	13 November, 2014	Original Letter MMRDA/RHD/RHS-94 R/14/346 issued by MMRDA addressed to DPPL, MMRDA;
25.	20 April, 2015	Photocopy of Deed (of Assignment) registered with the office of Sub-Registrar of Assurances under Serial No. TNN-10/5848/2015 and executed between Abdul Shahid Nasir Ahmed and DPPL;
26.	24 April, 2015	Original Order bearing No. LR1/AR/S.R.270/2015 passed by the Office of Collector, Thane, the Collector for rectifications in the areas of the CTS Numbers.
27.	7 July, 2015	Original Further commencement Certificate bearing No. M.B./MC/TP/1431/2015-16 addressed to the Developer, Maheeb Usman Darvesh, Darvesh Properties Pvt Ltd. (the Developer);
28.	19 November, 2015	Original Deed of Re-conveyance, registered with the office of Sub-Registrar of Assurances under Serial No. TNN-10/17119/2015 executed between Indiabulls Housing Finance Limited ('Mortgagee') and DPPL ('Mortgagor');
29.	20 November, 2015	Photocopy of Indenture of Mortgage executed between DPPL ('Company') and IL&FS Trust Company Limited ('the Debenture Trustee') and registered with the Office of Sub-Registrar of Assurances at Thane under Serial No. TNN-9/8042 of 2015;
30.	13 January, 2016	Photocopy of Family Arrangement Deed executed between the said Owners being i) Wahid (ii) Khalid (iii) Shahid and (iv) Asadullah and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-10/792/2016;
31.	18 February, 2016	Original letter bearing Ref. No. M.C./S.B./11209/2015-16 issued by the MBMC to DPPL.
32.	7 April, 2016	Original Letter bearing No. MBMC/FIRE/14/2016-2017,

		of the Fire Department, MBMC.
33.	27 June, 2016	Original Letter bearing reference no. MMRDA/RHD/RHS-94 R/16/122 addressed to the DPPL
34.	13 July, 2016	Original Further Commencement Certificate bearing No. M.B./M.C./TP/1783/2016-2017 issued by MBMC for further construction in Sale Component building;
35.	25 August, 2016	Photocopy of Certificate of incorporation pursuant to change of name, the name of the company, IL&FS Trust Company Limited has been changed to VISTRA ITCL (India) Limited;
36.	2 December, 2016	Photocopy of Articles of Agreement for Undertaking Rental Housing Project executed between MMRDA, DPPL (Developer) and Abdul Nasir Ahmed and Others (Owners);
37.	16 January, 2017	Original Letter bearing No. MMRDA/RHD/RHS-94R/17/13 issued by MMRDA;
38.	15 May, 2017	Original Further Commencement Certificate bearing No. M.B./M.C./TP/734/2017-2018 issued by MBMC for further construction in Sale Component building.
39.	1 June, 2017	Photocopy of the letter bearing ref. no. M.B./M.C./TP-845/2017-18 issued by MBMC to the Deputy Superintendent Land Records, Collector Office Thane;
40.	5 June, 2017	Photocopy of Letter bearing Ref. No. DPPL/DH/0596/2017 addressed by the Developer to the Deputy Superintendent Land Records.
41.	23 June, 2017	Original Further Commencement Certificate bearing No. M.B./M.C./TP/1233/2017-2018 issued by MBMC for further construction in Sale Component building from 11 upto 17 Floor (in wings D & E) by utilizing 3526.59 square meters;.
42.		Certified copies of the 7/12 Extracts for Survey No. 24, Hissa No.5-A, 6-A, 7-A,8-A, 9, 10-B, 11 and 13, Survey No. 25 Hissa No.2-C and 4-C, Survey No. 27 Hissa No.2-E and 2-F of Village Mahajanwadi, Taluka Thane;
43.		Certified copies of Property Register Cards for CTS Nos. 4398 to 4403, 4436 to 4451, 4481, 4482, 4486 to 4508, 4540 to 4546, 4565 to 4571, 4599 to 4603 and 4699 of village Mire (Mahajanwadi);

DETAILS OF THE CTS NOS.

Sr. No.	CTS Numbers	Area as per Property Register Cards (in Square Meters)
1.	4398	202
2.	4399	11.5
3.	4400	202
4.	4401	175
5.	4402	91.8
6.	4403	58.5
7.	4436	88.9
8.	4437	142.1
9.	4438	2354.60
10.	4439	12
11.	4440	12
12.	4441	12
13.	4442	12
14.	4443	12.3
15.	4444	12
16.	4445	5
17.	4446	162
18.	4447	170.9
19.	4448	262.60
20.	4449	89.60
21.	4450	4.20
22.	4451	148.50
21	4481	14.6
24.	4482	19
25.	4486	195.8
26.	4487	33.2
27.	4488	2.7
28.	4489	262.60
29.	4490	272.90
30.	4491	200.3
31.	4492	20.5
32.	4493	0.7
33.	4494	144.40
34.	4495	14
35.	4496	12.8
36.	4497	14
37.	4498	12.8
38.	4499	14
39.	4500	12.8
40.	4501	13.25
41.	4502	12.8
42.	4503	4.6
43.	4504	9.3

44.	4505	12.8
45.	4506	9.5
46.	4507	4.5
47.	4508	12.8
48.	4540	88.10
49.	4541	215.10
50.	4542	15.1
51.	4543	99.9
52.	4544	42.1
53.	4545	773.8
54.	4546	747.50
55.	4565	57.30
56.	4566	16.3
57.	4567	5.9
58.	4568	-
59.	4569	24.50
60.	4570	71.00
61.	4571	55.00
62.	4599	75.1
63.	4600	1826.20
64.	4601	83.5
65.	4602	34.4
66.	4603	4
67.	4699	60.7
		9863.35

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