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Ref: KAS/Axis/CBB/Worli/LSR 282 - 13

27th July, 2013

Ms. Payal Sabharwal
Asst. Vice-President,
AXIS Bank Ltd.
Corporate Banking Branch,
Axis House, Ground Floor,
Bombay Dyeing Mills Compound,
P.B. Marg, Worli, Mumbai 400 025

Madam,

LEGAL OPINION

Re: Scrutiny of Title Deeds and Legal Opinion in respect of Unsold Units/Flats totally admeasuring about 2,42,660 sq. ft. Built-up area in the 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H' & 'I' Wings of the building known as "RNA Viva" together with the land admeasuring about 21,016.39 sq. mtrs. forming part and parcel of all that piece and parcel of land admeasuring about 13,110.89 sq. mtrs. out of the total land admeasuring about 20,310 sq. mtrs. bearing Survey No. 224, Hissa No. 1A & 1B and land admeasuring about 7,905.50 sq. mtrs. out of the total land admeasuring about 9,091.90 sq. mtrs. bearing Survey No. 106 (Part), out of the total land area of 29,401.90 sq. mtrs. of Village Ghodbunder, Taluka, District, Registration District & Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation.

As desired by you, we hereby submit the Legal Opinion/Title Report along with the Search Report in respect of the above property/project belonging to M/s. R.N.A. Builders (AA), as follows :-

- I. NAME OF TITLE HOLDER : M/s. R.N.A. Builders (AA)
- I-a. NAME OF THE BORROWER : M/s. R.N.A. Corp Pvt. Ltd.

II. DESCRIPTION OF THE PROPERTY TO BE MORTGAGED:

Unsold Units/Flats totally admeasuring about 2,42,660 sq. ft. Built-up area in the 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H' & 'I' Wings of the building known as "RNA Viva" together with the land admeasuring about 21,016.39 sq. mtrs. forming part and parcel of all that piece and parcel of land admeasuring about 13,110.89 sq. mtrs. out of the total land admeasuring about 20,310 sq. mtrs. bearing Survey No. 224, Hissa No. 1A & 1B and land admeasuring about 7,905.50 sq. mtrs. out of the total land admeasuring about 9,091.90 sq. mtrs. bearing Survey No. 106 (Part), out of the total land area of 29,401.90 sq. mtrs. of Village Ghodbunder, Taluka, District, Registration District & Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation:

Unsold / Un-Registered Flat Till 11th Floor

Sr. No.	Wing	Flat No	Area of the flat
1	A	104	1,725
2	A	203	1,060
3	A	204	1,060
4	A	303	1,100
5	A	304	1,100
6	A	403	1,100
7	A	404	1,100
8	A	501	1,060
9	A	502	1,060
10	A	503	1,060
11	A	601	1,100
12	A	602	1,100



13	A	603	1,100
14	A	702	1,100
15	A	703	1,100
16	A	704	1,100
17	A	801	1,060
18	A	803	1,060
19	A	804	1,060
20	A	901	1,100
21	A	902	1,100
22	A	904	1,100
23	A	1001	1,100
24	A	1002	1,100
25	A	1003	1,100
26	A	1004	1,100
27	A	1103	1,060
28	A	1104	1,060
29	B	103	1,575
30	B	104	1,550
31	B	203	1,060
32	B	204	1,060
33	B	303	1,100
34	B	304	1,100
35	B	404	1,100
36	B	502	1,060
37	B	503	1,060
38	B	601	1,100
39	B	602	1,100
40	B	603	1,100
41	B	604	1,100
42	B	701	1,100
43	B	702	1,100
44	B	703	1,100
45	B	704	1,100
46	B	801	1,060
47	B	803	1,060
48	B	804	1,060
49	B	903	1,100
50	B	904	1,100
51	B	1001	1,100
52	B	1002	1,100
53	B	1003	1,100
54	B	1004	1,100
55	B	1101	1,060
56	B	1102	1,060
57	B	1103	1,060
58	B	1104	1,060
59	C	103	1,550
60	C	203	1,060
61	C	204	1,060
62	C	303	1,100
63	C	304	1,100
64	C	401	1,275
65	C	402	1,275
66	C	403	1,100
67	C	404	1,100



68	C	501	1,060
69	C	503	1,060
70	C	601	1,100
71	C	602	1,100
72	C	603	1,100
73	C	604	1,100
74	C	701	1,100
75	C	702	1,100
76	C	703	1,100
77	C	704	1,100
78	C	804	1,060
79	C	901	1,100
80	C	902	1,100
81	C	904	1,100
82	C	1001	1,100
83	C	1002	1,100
84	C	1003	1,100
85	C	1004	1,100
86	C	1101	1,060
87	C	1102	1,060
88	C	1103	1,060
89	C	1104	1,060
90	D	103	1,550
91	D	104	1,550
92	D	203	1,060
93	D	204	1,060
94	D	303	1,100
95	D	304	1,100
96	D	402	1,275
97	D	403	1,100
98	D	404	1,100
99	D	502	1,060
100	D	504	1,060
101	D	602	1,100
102	D	604	1,100
103	D	701	1,100
104	D	702	1,100
105	D	704	1,100
106	D	801	1,060
107	D	803	1,060
108	D	804	1,060
109	D	901	1,100
110	D	902	1,100
111	D	903	1,100
112	D	1001	1,100
113	D	1101	1,060
114	D	1102	1,060
115	D	1103	1,060
116	D	1104	1,060
117	E	103	1,550
118	E	104	1,725
119	E	203	1,060
120	E	204	1,060
121	E	303	1,100
122	E	304	1,100



123	E	401	1,275
124	E	402	1,275
125	E	403	1,100
126	E	404	1,100
127	E	601	1,100
128	E	602	1,100
129	E	603	1,100
130	E	604	1,100
131	E	701	1,100
132	E	702	1,100
133	E	703	1,100
134	E	901	1,100
135	E	902	1,100
136	E	1001	1,100
137	E	1003	1,100
138	E	1101	1,060
139	E	1102	1,060
140	F	103	1,550
141	F	104	1,550
142	F	304	1,100
143	F	402	1,275
144	F	404	1,100
145	F	501	1,060
146	F	503	1,060
147	F	504	1,060
148	F	601	1,100
149	F	602	1,100
150	F	603	1,100
151	F	604	1,100
152	F	701	1,100
153	F	702	1,100
154	F	704	1,100
155	F	901	1,100
156	F	903	1,100
157	F	904	1,100
158	F	1003	1,100
159	F	1004	1,100
160	F	1101	1,060
161	F	1103	1,060
162	F	1104	1,060
163	G	401	1,275
164	G	402	1,275
165	G	403	1,275
166	G	501	1,060
167	G	503	1,060
168	G	504	1,060
169	G	601	1,100
170	G	602	1,100
171	G	603	1,100
172	G	701	1,100
173	G	702	1,100
174	G	704	1,100
175	G	901	1,100
176	G	902	1,100
177	G	904	1,100



178	G	1102	1,060
179	G	1103	1,060
180	H	403	1,275
181	H	502	1,060
182	H	503	1,060
183	H	601	1,100
184	H	602	1,100
185	H	603	1,100
186	H	604	1,100
187	H	701	1,100
188	H	704	1,100
189	H	801	1,060
190	H	803	1,060
191	H	804	1,060
192	H	903	1,100
193	H	904	1,100
194	H	1003	1,100
195	H	1004	1,100
196	H	1103	1,060
197	H	1104	1,060
198	I	401	1,275
199	I	503	1,060
200	I	504	1,060
201	I	602	1,100
202	I	603	1,100
203	I	604	1,100
204	I	703	1,100
205	I	704	1,100
206	I	801	1,060
207	I	803	1,060
208	I	804	1,060
209	I	902	1,100
210	I	903	1,100
211	I	904	1,100
212	I	1002	1,100
213	I	1003	1,100
214	I	1004	1,100
215	I	1102	1,060
216	I	1103	1,060
217	I	1104	1,060
TOTAL			242,660

SUMMARY OF AREA UNSOLD UNITS/FLATS RNA VIVA

Wings	Area
A	31025
B	33485
C	34540
D	30335
E	26565
F	26135
G	19025
H	19695
I	21855
Total	242660



III.

PARTICULARS OF DOCUMENTS SCRUTINISED/VERIFIED:

1. Xerox copy of Deed of Conveyance dated 13th March, 2009 executed between the Estate Investment Co. Pvt. Limited as the Vendor being the Party of the First Part and M/s. R.N.A. Builders (AA) as the Purchaser being the Party of the Other Part, duly stamped for Rs. 100/- duly registered with the Sub-Registrar of Assurances, Thane 10 under registration No. TNN10-01541-2009 dated 13.03.2009- in respect of land bearing Survey No. 224, Hissa Nos. 1A & 1B.
2. Xerox copy of Registration Receipt No. 1541 dated 13th March, 2009 for Rs. 820/- issued by the Sub-Registrar, Thane 10 in favour of M/s. R.N.A. Builders (AA) for its Partner Shri. Anil Kumar Agarwal through his Power of Attorney holder Shri. Phoolchand Mourya.
3. Xerox copy of Index II.
4. Xerox copy of Deed of Confirmation dated 5th March, 2009 executed between the Estate Investment Co. Pvt. Limited as the Vendors of the One Part and M/s. R.N.A. Builders (AA) as the Purchasers of the Other Part, along with Franking Deposit Slip dated 05.03.2009 for Rs. 110/- towards payment of stamp duty & Registration Receipt No. 1540 dated 13.03.2009, Index II & duly registered with the Sub-Registrar of Assurances, Thane 10 under registration No. TNN10-01540-2009 dated 13.03.2009- in respect of land bearing Survey No. 224, Hissa Nos. 1A & 1B.
5. Xerox copy of Agreement for Sale-cum-Development dated 29th December, 2007 executed between the Estate Investment Co. Pvt. Limited as the Vendor of the One Part and M/s. R.N.A. Builders (AA) as the Purchasers of the Other Part, along with two Challans both dated 28.01.2009 for Rs. 32,98,500 towards payment of insufficient stamp duty & penalty of Rs. 8,57,100/-.
6. Xerox copy of Agreement for Sale dated 7th September, 2007 executed between Mrs. Jamila Ismail Patel & 11 Others as the Vendors of the First Part and M/s. R.N.A. Builders (AA) as the Purchasers of the Other Part, along with Franking Deposit Slip dated 06.09.2007 for Rs. 16,10,435/- towards payment of stamp duty, Registration Receipt No. 6855 dated 07.09.2007 & Index II & duly registered with the Sub-Registrar of Assurances, Thane 2 under registration No. TNN2-06621-2007 dated 07.09.2007- in respect of land bearing Survey No. 106.
7. Xerox copy of Power of Attorney dated 7th September, 2007 executed by Mrs. Jamila Ismail Patel & 11 Others in favour of M/s. R.N.A. Builders (AA) through its Partners Shri. Anilkumar Agarwal & 3 Others.
8. Xerox copy of Agreement for Sale dated 15th November, 2007 executed between Mr. Aslam Ismail Patel as the Vendor of the First Part and M/s. R.N.A. Builders (AA) as the Purchasers of the Other Part, along with Franking Deposit Slip dated 08.11.2007 for Rs. 1,82,760/- towards payment of stamp duty, Registration Receipt No. 8572 dated 15.11.2007, Index II & duly registered with the Sub-Registrar of Assurances, Thane 2 under registration No. TNN2-08280-2007 dated 15.11.2007- in respect of land bearing Survey No. 106.
9. Xerox copy of Irrevocable General Power of Attorney dated 15th November, 2007 executed by Mr. Aslam Ismail Patel in favour of M/s. R.N.A. Builders (AA) through its Partners Shri. Anilkumar Agarwal & 2 Others.
10. Xerox copy of Fresh Certificate of Incorporation consequent upon change of Name dated 12th May, 2011 issued by the Deputy Registrar of Companies, Maharashtra, Mumbai from M/s. R.N.A. Corp Ltd. to M/s. R.N.A. Corp Pvt. Ltd.
11. Xerox copy of Declaration-cum-Indemnity Bond dated 15th March, 2007 executed by Aslam Ismail Patel, in respect of land bearing Survey No. 106.
12. Xerox copy of the Simple Mortgage Deed (without Possession) dated 14th June, 2011 executed between M/s. R.N.A. Corp Pvt. Ltd. & M/s. R.N.A. Builders (AA) as the Mortgagor and Axis Bank Ltd. as the Bank, along with Franking Deposit Slip dated 09.06.2011 for Rs. 10,00,220/- registration receipt No. 4944 dated 14.06.2011.
13. Xerox copy of Application for N.A. Order from RNA Builders (AA) to the District Collector, Thane.
14. Xerox copy of Amended Commencement Certificate No. MB/MNP/NR/253/2012-13 dated 19.4.2012 issued by the Mira-Bhayander Mahanagarpalika.
15. Xerox copy of Commencement Certificate No. MB/MNP/NR/2388/2010-11 dated 15.9.2010 issued by the Mira-Bhayander Mahanagarpalika.
16. Xerox copy of Order No. Mahasu/K1/T2/Land/SR-1651/08 dated 12.4.2010 issued by the Tahasildar, Thane in respect of land bearing Survey No. 106.
17. Xerox copy of ULC Order No. C/ULC/DV/6(1)/SR.VI-929/127 dated 20.11.1988 issued by the Additional Collector and Competent Authority, ULC Greater Mumbai.
18. Xerox copies of 7/12 Extracts.
19. Xerox copies of Extract No. 6
20. Xerox copy of the Title Certificate dated 15.4.2011 issued by the Advocate
20. Copy of Block Plan
21. Copies of Approved Building Plans



IV. TRACING OF FLOW OF TITLE TO THE SAID PROPERTY:-

- 4.1 It is observed from the documents submitted before us that particularly from the 7/12 Extract that vide Mutation Entry No. 315, the Estate Investment Co. Pvt. Limited was absolutely seized and possessed of all that piece and parcel of land admeasuring about 20,310 sq. mtrs. bearing Survey No. 224, Hissa Nos. 1A & 1B situated at Village Ghodbunder, Taluka, District, Registration District & Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as the said First Property. Whereas, by an Agreement for Sale-cum-Development dated 29th December, 2007 executed between the Estate Investment Co. Pvt. Limited as the Vendor of the One Part and M/s. R.N.A. Builders (AA) as the Purchasers of the Other Part, the Estate Investment Co. Pvt. Limited agreed to sell, transfer & assign all their rights, title and interest together with the development rights in respect of the said First property to M/s. R.N.A. Builders (AA) for a total consideration of Rs. 2,42,00,000/- and on the terms and conditions contained in the said Agreement for Sale-cum-Development and paid an entire consideration of Rs. 2,42,00,000/- prior to execution of the said Agreement for Sale-cum-Development and upon complying all other terms and conditions contained in the said Agreement for Sale-cum-Development, M/s. R.N.A. Builders (AA) obtained quite, vacant & peaceful possession of the said First Property subject to executing a Deed of Conveyance/Assignment in respect of the said First property in favour of M/s. R.N.A. Builders (AA). However, the said Agreement for Sale-cum-Development dated 29th December, 2007 has not been stamped as per the provisions of the Bombay Stamp Act, 1958 and also not lodged for registration. Therefore, after adjudication of stamp duty, the requisite stamp duty of Rs. 32,96,500/- and a penalty of Rs. 8,57,100/- have been paid on the said Agreement for Sale-cum-Development dated 29th December, 2007 and lodged for registration by a Deed of Confirmation dated 5th March, 2009 executed between the Estate Investment Co. Pvt. Limited as the Vendor of the One Part and M/s. R.N.A. Builders (AA) as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances, Thane 10 under registration No. TNN10-01540-2009 dated 13.03.2009. Accordingly, the name of M/s. R.N.A. Builders (AA) were entered in the revenue records including 7/12 Extract vide Mutation Entry Nos. 1844 as the Owners in respect of the said First property. Thereafter, a Deed of Conveyance dated 13th March, 2009 has been executed between the Estate Investment Co. Pvt. Limited as the Vendor being the Party of the First Part and M/s. R.N.A. Builders (AA) as the Purchaser being the Party of the Other Part and the said Deed of Conveyance was duly stamped for Rs. 100/- and registered with the Sub-Registrar of Assurances, Thane -10 under registration No. TNN10-01541-2009 dated 13.03.2009, in respect of said First Property.
- 4.2 It is further observed from the documents submitted before us that particularly from Extract No. 6 that since 1966, one Shri. Hussainmiya Nijamuddin Patel was absolutely seized and possessed of all that piece and parcel of land admeasuring about 15,350 sq. mtrs. bearing Survey No. 106 situated at Village Ghodbunder, Taluka, District, Registration District & Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as the said larger property. However, the said Shri. Hussainmiya Nijamuddin Patel was unmarried and died intestate on or about 25.06.1975 leaving behind him, his three brothers namely (1) Shri. Ismail Nijamuddin Patel, (2) Shri. Abdullah Nijamuddin Patel & (3) Shri. Moinuddin Nijamuddin Patel as the only heirs & legal representatives entitled to succeed and inherit the estate of the deceased in respect of said larger property as the joint owners. Whereas, the said Moinuddin Nijamuddin Patel was also died intestate on or about 06.09.1971 leaving behind him his widow Fatima Moinuddin Patel and five sons namely (1) Nazir Moinuddin Patel, (2) Mohammed Irfan Moinuddin Patel, (3) Mohammed Gufran Moinuddin Patel, (4) Mohammed Rizwan Moinuddin Patel, (5) Mohammed Imran Moinuddin Patel & one daughter (6) Zainabi Gulam Mohammad Hullek as the only heirs & legal representatives entitled to succeed and inherit the estate of the deceased in respect of his undivided shares in the said larger property. Accordingly, the names of aforesaid legal heirs of late Moinuddin Nijamuddin Patel were entered in the revenue records including 7/12 extracts, vide Mutation Entry No. 1203 on 18.03.1989 as the co-owners in respect of the undivided shares of late Moinuddin Nijamuddin Patel in the said larger property.
- 4.3 It is further observed from the documents submitted before us that the said Shri. Abdullah Nijamuddin Patel also died intestate on or about in the year 1983 leaving behind him his widow Amina Abdullah Patel and 3 sons namely (1) Arif Abdullah Patel, (2) Rizwan Abdullah Patel, & (3) Aklak Abdullah Patel and three daughters namely (4) Nasreen Abdullah Patel (5) Parveen Abdullah Patel & (6) Najma Abdullah Patel as the only heirs & legal representatives entitled to succeed and inherit the estate of the deceased in respect of his undivided shares in the said larger property. Accordingly, the names of these heirs of late Abdullah Nijamuddin Patel were also entered in the revenue records including 7/12 extracts, vide Mutation Entry No. 1030 as the co-owners in respect of the undivided shares of late Abdullah Nijamuddin Patel in the said larger property.
- 4.4 It is further observed from the documents submitted before us that the said Shri. Ismail Nijamuddin Patel also died intestate on or about 29.01.1989 leaving behind him his widow Jameela Ismail Patel and 4 sons namely (1) Aslam Ismail Patel, (2) Sikhandar Ismail Patel, (3) Noormohammed Ismail Patel & (4) Mukhtar Ismail Patel and two daughters namely (4) Akhtari Khalilurrahman & (5) Samsunnisa Zubair Patel as the only heirs & legal representatives entitled to succeed and inherit the estate of the deceased in respect of his undivided shares in the said larger property. Accordingly, the names of these legal heirs of late Abdullah Nijamuddin Patel were also entered in the revenue records including 7/12 extracts, vide Mutation Entry No. 808 as co-owners in respect of the undivided shares of late Ismail Nijamuddin Patel in the said larger property.
- 4.5 It is further observed from the documents submitted before us that by a registered Deed of Release dated 7th September, 2007, the aforesaid (1) Fatima Moinuddin Patel (2) Nazir Moinuddin Patel, (3) Mohammed Irfan Moinuddin Patel, (4) Mohammed Gufran Moinuddin Patel, (5) Mohammed Rizwan Moinuddin Patel, (6) Mohammed Imran Moinuddin Patel & (7) Zainabi Gulam Mohammad Hullek, the legal heirs of late Moinuddin Nijamuddin Patel, released & relinquished their undivided shares in respect of the said larger property in favour of (1) Sikandar Ismail Patel, (2) Noormohammed Ismail Patel, (3) Mukhtar Ismail Patel, (4) Arif Abdullah Patel & (5) Rizwan Abdullah Patel, upon the terms and conditions contained in the said Deed of Release.



- 4.6 It is further observed from the documents submitted before us that (1) Mrs. Jamila Ismail Patel, (2) Mr. Sikandar Ismail Patel, (3) Mr. Noormohammed Ismail Patel, (4) Mr. Mukhtar Ismail Patel, (5) Mrs. Akhtari Khalilurrahman Chewalkar, (6) Mrs. Samsunnisa Zubair Patel, (Mrs. Amine Abdullah Patel, (8) Mr. Arif Abdullah Patel, (9) Mr. Rizwan Abdullah Patel, (10) Mrs. Nasreem Mulla, (11) Ms. Praveen Abdullah Patel, (12) Mrs. Naima A. Patel and Mr. Aslam Ismail Patel became the joint owners of the said larger property admeasuring about 15,350.00 sq. mtrs. and the said Aslam Ismail Patel became entitled to an area admeasuring about 730.90 sq. mtrs. being his share in the said larger property and, therefore, the remaining heirs & legal representatives were jointly entitled to an area admeasuring about 14,619.10 sq. mtrs. (17,484.40 sq. yards) as the co-owners in respect of their undivided share, right & title in respect of the said entire property.
- 4.7. It is further observed from the documents submitted before us that by an Agreement for Sale dated 7th September, 2007 between (1) Mrs. Jamila Ismail Patel, (2) Mr. Sikandar Ismail Patel, (3) Mr. Noormohammed Ismail Patel, (4) Mr. Mukhtar Ismail Patel, (5) Mrs. Akhtari Khalilurrahman Chewalkar, (6) Mrs. Samsunnisa Zubair Patel, (Mrs. Amine Abdullah Patel, (8) Mr. Arif Abdullah Patel, (9) Mr. Rizwan Abdullah Patel, (10) Mrs. Nasreem Mulla, (11) Ms. Praveen Abdullah Patel & (12) Mrs. Naima A. Patel as the Vendors of the First Part and M/s. RNA Builders (AA) as the Purchasers of the Other Part, the Vendors agreed to sell, transfer and assign all their right, title and interest in respect of an area admeasuring about 10,000 sq. yards, i.e. 8,361 sq. mtrs forming portion of the said entire property for a total consideration of Rs. 50,00,000/- and on the terms and conditions contained in the said Agreement for Sale. The said Agreement for Sale has been stamped for Rs. 16,10,435/- and registered with the Sub-Registrar of Assurances, Thane-2 under registration No. TNN2-06621-2007 dated 7.9.2007. In pursuance of the said Agreement for Sale, a Power of Attorney dated 7th September, 2007 has been executed by Mrs. Jamila Ismail Patel and 11 Others in favour of the Partners of M/s. RNA Builders (AA) and put possession of their undivided shares in the said entire property unto M/s. RNA Builders (AA).
- 4.8 It is further observed from the documents submitted before us that by another Agreement for Sale dated 15th November, 2007 executed between Mr. Aslam Ismail Patel as the Vendor of the First Part and M/s. RNA Builders (AA) as the Purchasers of the Other Part, the said Mr. Aslam Ismail Patel sold, transferred and assigned his share in the said entire property admeasuring about 730.9 sq. mtrs. (874.20 sq. yards) to M/s. RNA Builders (AA) for a consideration of Rs. 25,00,000/- and on the terms and conditions contained in the said Agreement for Sale. The said Agreement for Sale has been stamped for Rs. 1,82,750/- and registered with the Sub-Registrar of Assurances, Thane-2 under registration No. TNN2-08280-2007 on 15.11.2007 and upon payment of the entire consideration, M/s. RNA Builders (AA) obtained quiet, vacant and peaceful possession of the undivided portion admeasuring about 730.9 sq. mtrs.
- 4.9 It is further observed from the documents submitted before us that in pursuance of the aforesaid two Agreements for Sale, M/s. RNA Builders (AA) is entitled to an aggregate area of about 9,091.90 sq. mtrs. (10,874.20 sq. yards) of land bearing Survey No. 106(p) of Village Ghodbunder, Taluka, District, Registration District & Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as the said Second Property.
- 4.10. It is further observed from the documents submitted before us that in pursuance of the aforesaid Deed of Conveyance dated 13th March, 2009 and the two Agreement for Sale (1) dated 7th September, 2007 & (2) dated 15th November, 2007, M/s. R.N.A. Builders (AA) became entitled to the aforesaid First Property and Second Property, totally admeasuring about 29,401.90 sq. mtrs. (i.e. 20,310.0 sq. mtrs. + 8,361.0 sq. mtrs. + 730.9 sq. mtrs.), hereinafter referred to as the said property
- 4.11 It is further observed from the documents submitted before us that in view of the foregoing, M/s. RNA Builders (AA) became entitled to develop the said property by constructing building/s thereon and accordingly submitted the layout of the said property to the Mira Bhayander Mahanagarpalika and the Mira Bhayandar Mahanagarpalika issued the Commencement Certificate bearing No. MB/MNP/NR/2388/2010-11 dated 15.9.2010 for construction of building on the portion of the said property consisting of 8 Wings i.e. A, B, C, D, E, F, G & H, having a total built-up area of about 11,013.11 sq. mtrs. and the building to be known as "RNA Viva". Thereafter, the Building Plans were amended and based on the amended building plans, the Mira Bhayander Mahanagarpalika issued the Amended Commencement Certificate bearing No. MB/MNB/NR/253/2012-13 dated 19.4.2012 for construction of a total of Nine (9) Wings, i.e. 'A' to 'I' plus Club House - Wings 'A', 'B', 'C' & 'D' comprises of Stilt to Third Floor (part) & Fourth Floor to Eleventh Floors and Wings 'E', 'F', 'G', 'H' & 'I' comprises of Stilt plus, First Floor to Third Floor (part) & Fourth Floor to Eleventh Floor and the Club House consisting of Ground plus One Upper Floor having a total Built-up area of about 18,202.48 sq. mtrs.
- 4.12 It is further observed from the documents submitted before us that the name of M/s. RNA Builders (AA) has been changed and converted into a Private Limited Company in the name and style of M/s. RNA Corp. Pvt. Ltd. and M/s. RNA Corp. Pvt. Ltd. commenced construction of the building known as "RNA Viva" consisting of total nine (9) Wings, i.e. 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H' & 'I' on the portion of the said property being all that piece and parcel of land admeasuring about 21,016.39 sq. mtrs., which comprises of portion of the land admeasuring about 13,110.89 sq. mtrs. out of the total land admeasuring about 20,310 sq. mtrs. bearing Survey No. 224, Hissa No. 1A & 1B and land admeasuring about 7,905.50 sq. mtrs. out of the total land admeasuring about 9,091.90 sq. mtrs. bearing Survey No. 106 (Part), of Village Ghodbunder, Taluka, District, Registration District & Sub-Registration District of Thane and within the limits of Mira Bhayandar Municipal Corporation, with a view to sell the Units/Flats to prospective purchasers on Ownership basis as per the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder.
- 4.13 It is further observed from the documents submitted before us that though necessary application has been made to the District Collector, Thane for issuance of the N.A. Permission, the requisite N.A. permission in respect of the said property has not yet been obtained.

