



KIRAN BADGUJAR

B.A., LL. B.

Advocate High Court

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Ref. No.: Shil-160/5-Sept-2018

Date: 26 SEP 2018

TITLE CERTIFICATE

Re : Immovable property being Non-Agricultural land situated, lying and being at Village Shil, Thane, Taluka & District Thane and within the limits of the Municipal Corporation of the City of Thane as per Revenue Records having following description:-

Sr. No.	Survey/ Hissa No	Area (Sq. Mtrs)
1.	160/5	5640.00

(hereinafter referred to as the “**the said Land**”).

Smt. Smita Sakharam Nakhye. - Owner

TO

M/s. Chalama Infraproperties Pvt. Ltd. - Developers

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated the title of Owners and Developers to the said Land and on perusal of documents submitted and Revenue Records, I have observed as under:

1. As per provisions of Bombay Tenancy and Agricultural Lands Act, 1948 (for short “TENANCY ACT”), on tiller day i.e. 1st April, 1957, one Shri Narottam Keshavlal & others were the holders and one Maruti Kalu Patil (“said Maruti Kalu Patil”) was the Agricultural Tenant and “Deemed Purchaser” of the said Land. As per the Judgments and Orders from time to time of Tenancy Act from the Agricultural Lands Tribunal and Tahasildar,



Thane and Revenue Authorities, said Maruti Kalu Patil became the Kabjedar and owner of the said Land. Thus, at relevant time said Maruti Kalu Patil was holding the said Land as owner thereof.

2. On perusal of 7/12 extract of the said Land prima-facie it appears that the said Land has not been declared as "Forest" Land, under the provisions of Indian Forest Act, 1927 and/or Maharashtra Private Forest Act, 1975.
3. Further on perusal of the 7/12 extract of the said Land prima-facie it appears that the said Land is not "Adivasi" Land.
4. Under its Order dated 11th September, 2000, issued under Section 8(4) of the Urban Land Ceiling and Regulations Act, 1976 ("ULC ACT")-since repealed w.e.f. 29th November, 2007, the Addl. Collector of Thane, has declared that the provisions of "ULC ACT" is not applicable to the said Land as the said Land was improper for construction (included for open space & park) as on the date of the ULC Act i.e. on 17/02/1976.
5. By Order bearing no Mahasul/ K-1/ Te-1/NAP/SR-123/2010 dated 15th October, 2010, the Collector, Thane has granted Non Agricultural permission in respect of the said Land together with other lands subject to the terms and conditions contained therein.
6. Vide order bearing No. TDVISPTN/108 dated 20/12/1987 the Competent Authority under Tenancy Act has issued the Sale Permission in respect of said Land.



7. By Sale Deed dated 7th January, 1988, registered with the Sub-Registrar of Assurances, at Thane under Sr. No. 256-1988, on 13th January, 1988, one Sakharam Shripad Nakhye ("said Sakharam Shripad Nakhye") acquired the said Land from said Maruti Kalu Patil at or for consideration and upon the terms and conditions mentioned therein and since then at the relevant period said Sakharam Sripad Nakhye was the Owner, seized and possessed of and/or otherwise well and sufficiently entitled to the Land.
8. Said Sakharam Shripad Nakhye expired on or about 01.08.2001 without making any Will or other testamentary disposition leaving his wife Smt. Smita Sakharam Nakhye ("said Smita Sakharam Nakhye") as the only heir.
9. By and under Development Agreement executed on 29th March, 2008, registered with the Sub-Registrar of Assurances under Sr. No. TNN-1-1877-2008 on 29th March, 2008, said Smita Sakharam Nakhye as the Owner granted development rights in respect of the said Land together with other lands in favour of M/s. Nakhye's Everest Estate Pvt. Ltd. (said M/s. Nakhye's Everest Estate Pvt. Ltd") on the terms and conditions as more particularly set out therein.
10. By and under Development Agreement executed at Thane on 11th April, 2008 ("said Development Agreement of 11th April, 2008"), registered with the Sub-Registrar of Assurances under Sr. No. TNN1-2804-2008 on 9th May, 2008, read with authenticated Power of Attorney dated 9th May, 2008, said M/s. Nakhye's Everest Estate Pvt. Ltd. with confirmation of said Smita Sakharam Nakhye, therein collectively referred to as Grantors,



granted and assigned the development rights in said Land together with other lands in favour of M/s. Chalama Infraproperties Pvt. Ltd. ("said Chalama Infraproperties Pvt. Ltd.") for consideration and on the terms and conditions as more particularly set out therein and handed over the legal and physical possession of said Land to said M/s. Chalama Infraproperties Pvt. Ltd.

11. By and under Supplemental Development Agreement executed at Thane on 26th March, 2009, registered with the Sub-Registrar of Assurances under Sr. No. TNN-5-5082-2009 on 12th June, 2009 ("said Supplementary Agreement dated 26th March, 2009"), read with authenticated Power of Attorney dated 12th June, 2009, executed by and between said M/s. Nakhye's Everest Estate Pvt. Ltd. with confirmation of said Smita Sakharam Nakhye and said M/s. Chalama Infraproperties Pvt. Ltd., the terms and conditions with respect to the consideration clause of said Development Agreement dated 11th April, 2008 were revised as more particularly set out therein.

12. By and under Supplemental Agreement for Development executed at Thane on 22nd December, 2011, registered with the Sub-Registrar of Assurances under Sr. No. TNN-5-11482-2011 on 22nd December, 2011, read with authenticated Power of Attorney dated 22nd December, 2011, executed by and between said M/s. Nakhye's Everest Estate Pvt. Ltd. with confirmation of said Smita Sakharam Nakhye and said M/s. Chalama Infraproperties Pvt. Ltd., the terms and conditions with respect to the consideration clause of said Development Agreement dated 11th April, 2008 and said



Supplementary Agreement dated 26th March, 2009 were revised as more particularly set out therein.

13. The said Owner have through their Constituted Attorney, Shri Rajul Vrajlal Vora of the Developers, by & under Declaration Cum Indemnity Bond executed & registered on 9th January, 2013 with the Sub Registrar of Assurances under Sr. No TNN-5-312/2013 handed over the portion of the said Land along with other lands (total area admeasuring 10,175.24 Sq. Mtrs) in favour of the Thane Municipal Corporation (T.M.C.) reserved for 25 Mtr Road.
14. The said Owner have through their Constituted Attorney, Shri Rajul Vrajlal Vora of the Developers, by & under Declaration Cum Indemnity Bond executed & registered on 9th January, 2013 with the Sub Registrar of Assurances under Sr. No TNN-5-313/2013 handed over the portion of the said Land i.e. area admeasuring 595.85 Sq. Mtrs in favour of the Thane Municipal Corporation (T.M.C.) reserved for Municipal School.
15. By and under Agreement for Lease dated 29th August, 2014, registered with the Sub-Registrar of Assurances under Sr. No. TNN5-9207-2014 on 25th September, 2014, read with Rectification Deed dated 31st March, 2017, registered at Sr. TNN-5/4309/2017 on 17th April, 2017, said M/s. Chalama Infraproperties Pvt. Ltd as "the Lessor" agreed to lease portion of said Land i.e. an area admeasuring 4089.88 Sq. Mtrs together with other land to and in favour of a Registered Public Charitable Trust called "Dosti Foundation" as "the Lessees" for a period of 30 years and as per the terms and conditions as more particularly set out therein.



16. Vide Deed of Mortgage dated 28th March, 2016, registered at Sub-Registrar of Assurance under Sr. No. TNN5/4020/2016 on 28th March, 2016, M/s. Chalama Infraproperties Pvt. Ltd, the Developers have mortgage said Land with M/s Kotak Mahindra Bank Ltd. on the terms and conditions more particularly contained therein.

17. In view of the above, in my opinion,

- a. The title of Owner to the said Land is clear, marketable and free from all encumbrances and reasonable doubts,
- b. By and under the aforesaid documents, the said M/s. Chalama Infraproperties Pvt. Ltd. are the lawful Developers in respect of the said Land and have got subsisting rights and are entitled, empowered and authorized to develop the said Land fully and completely as per the plans to be sanctioned or their further amendments or modifications as may be approved and to sell and/or to deal with the said property and/or to sale the Flats and Premises therein on what is commonly known as "Ownership basis" or otherwise as detailed there under.

Date : 26 SEP 2018




KIRAN BADGUJAR
(ADVOCATE)