OFFICE: SHRI SAIBABA, SHOP NO.21 COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601 MOB.: 90040 31216

Date:

SUPPLEMENTARY TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re: Investigation of Title of:

- (A) (1) SHRI RAJAN N. BANDELKAR, (2) SHRI SHYAMAL V. MODY & (3) SHRI KUSHAL K. SHAH, carrying on business in partnership under the name & style of M/S. UNNATHI ESTATES (hereinafter referred to as 'the said UNNATHI') having its registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai 400 002 (hereinafter collectively referred to as the First owners) to
- the property more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said First Property')
- the property more particularly described in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property')
- the property more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Third Property')
- 4. a portion admeasuring 700 sq. mtrs. out of the land bearing Survey No. 251, Hissa No.1, admeasuring 1210 sq. mtrs., lying, being & situate at village Kavesar, Taluka& Dist. Thane (hereinafter referred to as "the said Fourth Property") which is more particularly described in the Fourth Schedule hereunder written;
- (B) (1) SHRI DWARKANATH VISHNU GONDHALE, (2) SHRI MOTIRAM DWARKANATH GONDHALE, (3) SMT. ARUNA DILIP MADHAVI, (4) SMT. VAISHALI SUNIL GONDHALE, (5) KUM. NIKHIL SUNIL GONDHALE, (6) SMT. CHANGUNA LAXMAN GONDHALE, (7) SHRI MOHAN LAXMAN GONDHALE, (8) SHRI DATTA LAXMAN GONDHALE, (9) SHRI SHATRUGHNA LAXMAN GONDHALE, (10) SHRI MACHCHINDRA LAXMAN GONDHALE, (11) SMT. KAMALABAI MARUTI GONDHALE, (12) SHRI NARAYAN MARUTI GONDHALE, (13) SHRI MFGHNATH NARAYAN GONDHALE, (14) SHRI AJAY NARAYAN GONDHALE, (15) SHRI MUKESH NARAYAN GONDHALE, (16) SHRI SATISH NARAYAN GONDHALE, (17) KUMARI SURAKSHA NARAYAN GONDHALE, (18) SMT. VASANTI KANHA MANERA, and (19) SMT. JANKIBAI KISAN PATIL (hereinafter referred to as 'the Second Owners'), to the property more particularly described in the Fifth schedule hereunder written (hereinafter referred to as 'the said Fifth Property');

The said First Property to Fifth Property more particularly described in the First to Fifth Schedule hereunder written are hereinafter collectively referred to as 'the said Property'.

 This has reference to the Title Certificate dated 11/06/2014 (hereinafter referred to as the said 'Title Certificate') issued b me in respect of the said property.

For Unnathi Estate

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OFFICE: SHRI SAIBABA, SHOP NO.21 COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601 MOB.: 90040 31216

Date:

- 2. This is to places on record that after issuing the said title Certificate in respect of the said Property, the said Unnathi has provided and furnished me the following information and documents executed by the said Unnathi and upon perusal thereof, the following events appears to have taken place in respect of the said Property:
- a) One Shri Kamlakar Ragho Mhatre (herein after referred to as the said Kamlakar) has filed Regular Civil Suit No.511/2014 (hereinafter referred to as the said suit) against the first owner and others for permanent injunction from disturbing the right of way of the said kamlakar from the suit premises i.e survey No.248 situated at village kavesar which is adjoining to the said first property. In the said Suit, the said kamlakar claims that he is entitled to ingress and egress to the suit property through the first property. The said suit is pending. Moreover, no adverse order has been passed in the said Suit against the Promoter. On D.P plan approved for the city of Thane it is clearly indicates survey No.248 is immediately abutting to the 30 mts.wide road that there also exists 20 mts.wide D.P road which touches the 30mts.wide D.P.Road, There is official access is available in the shape of public road to the said kamlakar.
- b) Meanwhile, as per the Government Resolution No TPS-1214/540/C.R.-88/14/UD-12 dated 28/08/2015, the said Unnathi became entitled to utilize and consume additional FSI by way of TDR upon the said property by purchasing the same from the Government upon the terms and conditions therein mentioned.
- c) By a Deed of Partnership dated 01/04/2016, Mr.Sumit Vijay Mody and Mrs.Sangita K. Shah have been admitted as partners in the said Unnathi on the terms and conditions therein contained.
- d) In pursuance of the above GR, the said Unnathi, upon loading such additional FSI/TDR to the extent of 1542 sq. mtrs., submitted revised amended plans in respect of the Buildings to be constructed on the coid property to the Corporation and the Corporation has sanctioned the same vide V.P. No.S06/0171/13/TMC/TDD/214//17 dated 18/04/2017.
- e) As per the amended sanction plan, the said Unnathi is entitled to construct 3 Buildings Viz. Building No. F1 comprising of Ground (p) + Stift (p) + 1st to 10th Floor + 11st Part upper floors, Building No.F2 comprising of Stift + 14 upper floors; F3 comprising of Stift + 5 Upper floors on the said property in accordance with the sanctioned plan upon obtaining C.C. in respect thereof. However, the said Unnathi has informed me that they intend to construct the said Building No. F1 comprising of Ground (p) plus Stift (p) plus 20 or more upper floors & building No.F3 comprising of Stift plus Eight or more upper floors respectively upon purchasing, loading and utilizing additional TDR from the market and/or the beneficial FSI that may be granted by the Corporation in favour of the said Unnathi for any reason whatsoever
- f) The said Unnathi have availed Credit facility/Term Loan of Rs.50 Crore from Housing Development Finance Corporation Ltd. (hereinafter referred to as 'the said HDFC') by an Unilateral Indenture of Mortgage dated 03/11/2014 (hereinafter referred to as 'the said First Mortgage Deed') and as a security for the repayment of the said amount along with interest

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OFFICE: SHRI SAIBABA, SHOP NO.21 COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601

MOB. 90040 31216

Date :

& other monies that may become due & payable to the said HDFC, the said Unnathi have created mortgage in respect of the said property alongwith other adjoining properties and all the units constructed and/or to be constructed thereon in favour of the said HDFC. The said First Mortgage Deed is registered with the office of Sub-Registrar of Assurances at Thane on 05/11/2014 under Sr. No.10366/2014.

g) The said Unnathi have further availed Credit facility/Term Loan of Rs.50 Crores from the said HDFC by an Unilateral Indenture of Mortgage dated 08/09/2016 (hereinafter referred to as 'the said Second Mortgage Deed') for their other ongoing project viz. Raunak Residency situated at Vartak Nagar, Thane and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said HDFC the said Unnathi hascreated mortgage in respect of the said Vartak Nagar property alongwith other properties including the said property herein and all the units constructed and/or to be constructed thereon in favour of the said HDFC save and except the units mentioned in Annexure I thereunder mentioned. The said Second Mortgage Deed is registered with the office of Sub-Registrar of Assurances at Thane on 09/09/2016 under Sr. No.10935/2016.

In view of the above, I hereby state that in my opinion, subject to: 1) compliance of the various terms and conditions mentioned in the aforementioned exemptions, orders and permissions and 2) the said First and Second mortgages created in favour of the said HDFC as mentioned hereinabove and 3) what is stated hereinabove, the title of: a) the First Owners to the said First, Second, Third and Fourth Property more particularly described in the First Schedule, Second Schedule, Third Schedule and Fourth Schedule respectively hereunder written and b) the Second Owners to the said Fifth Property more particularly described in the Fifth Schedule hereunder written is clear, marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 1 admeasuring area 3140 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka& Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 2 (p) renumbered as Survey No. 250 Hissa No. 2 (C) admeasuring area 2020 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka& Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

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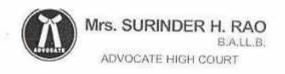
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OFFICE: SHRI SAIBABA, SHOP NO.21 COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601 MOB:: 90040 31216

Date:

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 2(p) renumbered as Survey No. 250 Hissa No. 2(D) admeasuring area 1300 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka& Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

ALL THAT portion of land admeasuring 700 sq. mtrs. out of the land bearing Survey No. 251 Hissa No.(P), subsequently renumbered as Survey No. 251 Hissa No.1 admeasuring 1210 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka& Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 4 admeasuring area 10/0 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka& Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

Dated this g day of June 2017

Yours faithfully

Advocate

For Prinathi Ferste

Partner

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B,A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India)
Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601. MOB.: 90040 31216

DATE: 11-6-2014

To,

M/s. Unnathi Estates

Dear Sirs.

- I. at your request, I have investigated the title of
- (A) (1) SHRI RAJAN N. BANDELKAR, aged 51 yrs., (2) SHRI SHYAMAL V. MODY, aged 28 yrs. & (3) SHRI KUSHAL K. SHAH, aged 24 yrs., carrying on business under the name & style of M/S. UNNATHI ESTATES (hereinafter referred to as 'the said Unnathi'), having its registered office at Room No.26, 3rd floor, Kilachand Building, 298 Princess Street, Marine Lines, Mumbai 400 002 (hereinafter referred to as "the said First Owners") to:
- 1. the property more particularly described in the First Schedule hereunder written (hereinafter referred to as 'the said First Property')
- 2. the property more particularly described in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property')
- 3. the property more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the said Third Property')
- 4. a portion admeasuring 700 sq. mtrs. out of the land bearing Survey No. 251, Hissa No.1, admeasuring 1210 sq. mtrs., lying, being & situate at village Kavesar, Taluka & Dist. Thane (hereinafter referred to as "the said Fourth Property") which is more particularly described in the Fourth Schedule hereunder written;
- 5. the said First, Second, Third, Fourth Properties mentioned herein are (hereinafter collectively referred to as the said Property)
- (B) (1) SHRI DWARKANATH VISHNU GONDHALE, (2) SHRI MOTIRAM DWARKANATH GONDHALE, (3) SMT. ARUNA DILIP MADHAVI, (4) SMT. VAISHALI SUNIL GONDHALE, (5) KUM. NIKHIL SUNIL GONDHALE, (6) SMT. CHANGUNA LAXMAN GONDHALE, (7) SHRI MOHAN LAXMAN GONDHALE, (8) SHRI DATTA LAXMAN GONDHALE, (9) SHRI SHATRUGHNA LAXMAN GONDHALE, (10) SHRI MACHCHINDRA LAXMAN GONDHALE, (11) SMT. KAMALABAI MARUTI GONDHALE, (12) SHRI NARAYAN MARUTI GONDHALE, (13) SHRI MEGHNATH NARAYAN GONDHALE, (14) SHRI AJAY NARAYAN GONDHALE, (15) SHRI MUKESH NARAYAN GONDHALE, (16) SHRI SATISH NARAYAN GONDHALE, (17) KUMARI SURAKSHA NARAYAN GONDHALE, (18) SMT. VASANTI KANHA MANERA, and (19) SMT. JANKIBAI KISAN PATIL

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B.A., LL.B

ADVOCATE HIGH COURT & NOTARY (Govt. of India) Reg. No. 2957 OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601.

MOB.; 90040 31216

DATE: 11-06-2015

(hereinafter referred to as 'the Second Owners'), to the property described in the Fifth schedule hereunder written;

- II. I have caused searches to be taken at the Office of Sub Registrar of Assurances at Thane, I have perused the documents of title, Declaration executed by you and Revenue Record.
- III. On perusal of the above it appears that:
- 1. i. One Smt. Barkubai Arjun Patil (hereinafter referred to as the 'said Barkubai') was the owner of the property being land bearing Survey No. 250 Hissa No.1 admeasuring 3140 sq. mtrs. Situate lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as 'the said First Property') and more particularly described in the First schedule hereunder written;
 - ii. The said Barkubai died intestate on 22/08/1999 leaving behind her three sons (1) Shri Jaywant, (2) Shri Pandharinath (hereinafter referred to as 'the said Pandharinath'), (3) Shri Ramchandra, since Shri. Ramchandra predeceased in the year 1984 his widow Smt. Rukhminibai, two daughters viz. (3.a) Smt. Sulochana Vasant Shinge and (3.b) Smt. Lalita alias Leelabai Devraj alias Kashinath Gondhale and (4) Smt. Laxmibai Kaliram Bhoir (hereinafter, save and except the said Pandharinath, collectively referred to as 'the beirs of the said Barkubai') as her only heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;
 - iii. The said Pandharinath died intestate on 21/11/2001 leaving behind him his widow (1) Smt. Kantibai Pandharinath Patil, two sons (2) Shri. Kiran Pandharinath Patil & (3) Shri Vilas Pandharinath Patil and one daughter (4) Mrs. Deepali Suresh Naik (nee Ms. Jaywanti Pandharinath Patil) (hereinafter collectively referred to as 'the heirs of the said Pandharinath') as his only heirs according to the provisions of the Hindu Succession Act by which he was governed at the time of his death. The heirs of the said Barkubai along with the heirs of the said Pandharinath shall henceforth be collectively referred to as 'the Original Owners');
 - iv. By Development Agreement dated 21/10/2004 r/w Deed of Confirmation dated 17/08/2007 (hereinafter collectively referred to as 'the said First Agreement') executed by and between the said Unnathi therein referred to as the Developers of the One Part and the heirs of the said Barkubai Nos. 1 & 4 alongwith others therein referred to as the Owners of the Other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of their respective share in the said. First Property being land admeasuring 1570 sq. mtrs. out of the said First property at and for consideration and upon the terms and conditions therein contained.

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For ONNATH ESTATES



B.A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India) Reg. No. 2957 OFFICE; SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (VV) - 400 601. MOB.: 90040 31216

DATE: 11-06-2019

The said First Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No. 6095/2007 on 17/08/2007;

- v. Pursuant to the said First Agreement, the Owners therein also executed a Power of Attorney dated 17/08/2007 (hereinafter referred to as 'the First POA') in favour of the persons nominated by the said Unnathi in order to enable them to carry out all acts, deeds, matters and things in respect of the property more particularly described therein. The First POA is registered with the office of Sub-Registrar of Assurances, at Thane under Sr. No.741/2007;
- vi. By Development Agreement dated 08/05/2007 (hereinafter referred to as 'the said Second Agreement') executed by and between the said Unnathi therein referred to as the Developers of the One Part and the heirs of the said Pandharinath therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of their share in the said First Property being land admeasuring 785 sq. mtrs. out of the said First property at and for consideration and upon the terms and conditions therein contained. The Second Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3415/07;
- vii. Pursuant to the Second Agreement, the said Owners therein executed Power of attorney of even date (hereinafter referred to as 'the said Second POA') in favour of the persons nominated by the said Unnathi in order to enable them to do all acts, deeds, matters and things for and in respect of development of the property described therein. The said Second POA is registered with the Sub- Registrar of Assurances at Thane under Serial No. 435/07;
- viii. By Development Agreement dated 19/06/2007 (hereinafter referred to as' the said Third Agreement') executed by and between the said Unnathi therein referred to as the Developers of the One part and the heirs of the said Barkubai. Nos. 3 to 3.b) therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of their share in the said First Property being land admeasuring 785 sq. mtrs. out of the said First property at and for the consideration and upon the terms and conditions therein contained. The said Third Agreement is registered with the Sub Registrar of Assurances at Thane under Sr. No. 4601/07;
- ix. Pursuant to the said Third Agreement the said Owners therein executed Power of Attorney of even date (hereinafter referred to as 'the said Third POA') in favour of the persons nominated by the said Unnathi in order to enable them to do all acts; deeds, matter and things for and in respect of the development of the property described therein. The said Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No. 535/07;

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ATHI ESTATES

PARTNER

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B.A , LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India)
Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601. MOB.: 90040 31216

DATE: 11-06-2014

x. Subsequent to the execution of the said Deed of Confirmation dated 17/08/2007 a dispute arose between the heirs of the said Barkubai No. 1 and his son, Shri Chandrakant Jaywant Patil (hereinafter referred to as 'the said Chandrakant') in respect of the said First property and the said Chandrakant filed a Special Civil Suit No.549 of 2008 in the Court of the Civil Judge (S.D.) Thane at Thane (hereinafter referred to as 'the said Suit') against the Original Owners and the said Unnathi, However, the said Unnathi have accepted the claim of the said Chandrakant upon the said Property and amicably settled the said suit and has caused the said Chandrakant to withdraw the said suit unconditionally;

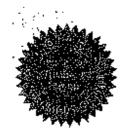
- xi. By a Deed of Conveyance dated 27/11/2009 (hereinafter referred to as the said First Deed") made and executed by and between the Original Owners & others therein referred to as the Vendors of the One Part and the said Unnathi therein referred to as the Purchasersof the Other Part, the Vendors therein sold, transferred and conveyed all their right, title, interest and share whatsoever in respect of the said First property in favour of the said Unnathi at or for consideration and upon the terms and conditions therein contained. The said First Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.11293/2009. The effect of the said First Deed has been given in 7/12 extract pertaining to the said First Property.
- 2. i. One Shri Ramdas Govind Shinge (hereinafter referred to as 'the said Ramdas') was the owner of the property being land bearing Survey No. 250 Hissa No 2(p), subsequently renumbered as Survey No. 250 Hissa No. 2 (A) and thereafter 2(C) admeasuring 2020 sq. mtrs., situate lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Second Schedule hereunder written (hereinafter referred to as 'the Second Property');
 - ii. The said Ramdas died intestate in or about 1975 leaving behind him his wife Smt. Ambibai Ramdas Shinge (hereinafter referred to as the 'said Ambibai') and six children viz. 1) Shri Gajanan, 2) Shri Krishna, 3) Shri Paudharinath, 4) Shri Vishwanath, 5) Smt. Narmadabai Ramesh Patil & 6) Smt. Kamlabai Ramesh Patil alias Bhoir as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;
 - iii. The said Ambibai died in or about 1990 Icaving behind her her children viz.

 1) Shri Gajanan, 2) Shri Krishna, 3) Shri Pandharinath, 4) Shri Vishwanath, 5) Smt. Narmadabai Ramesh Patil & 6) Smt. Kamiabai Ramesh Patil alias Bhoir (hereinafter collectively referred to as 'the said Gajanan & others') as her only heirs in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death;

iv. By a Development Agreement dated 09/03/1989 t/w Supplementary. Agreement dated 17/03/1994 (hereinafter collectively referred to as the said Fourth Agreement) executed by and between M/s, Anul Housing Development Co. Pvt. Ltd.

PARTNER

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B.A., LL.B

ADVOCATE HIGH COURT & NOTARY (Govt. of India)
Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601. MOB.: 90040 31216

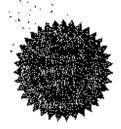
DATE: 11-06-2014

(then known as M/s. Tanya Estate and Investment Pvt. Ltd. (hereinafter referred to as 'the said Anuj') therein referred to as the Developers of the One Part and the said Gajanan and others therein referred to as the Owners of the other part, the Owners therein granted to the Developers and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Second Property at and for the consideration and upon the terms and conditions therein contained. The said Fourth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2053/1989 & 1186/94 respectively;

- v. Pursuant to the said Fourth Agreement, the said Gajanan and others also executed even dated POA's (hereinafter collectively referred to as 'the said Fourth POA') in favour of the persons nominated by the said Auuj in order to enable them to carry out all acts, deeds, matters and things in respect of the said Second Property as contained therein. The said Fourth POA is authenticated in the office of Sub-Registrar of Assurances at Thane under Sr. No.84/89 & 31/94 respectively;
- vi. By a Deed of Cancellation dated 20/07/2004 (hereinafter the said Agreement referred to as 'the Pifth Agreement') executed by and between the said Anuj therein referred to as the Developers of the Pirst Part, M/s. Shree Sai Enterprises (hereinafter referred to as 'the said Sai') therein referred to as the Confirming Party of the Second Part and the said Gajanan and others therein referred to as the Owners of the Third part, the parties thereto amicably agreed to cancel and terminate the said Fourth Agreement as well as the said Fourth POA executed by the Owners therein in favour of the Developers therein in respect of the said Second Property upon the terms and conditions therein contained;
- vii. By Development Agreement dated 20/07/2004 (hereinafter referred to as 'the Sixth Agreement') executed by and between the said Sai therein referred to as the Developers of the One Part and the said Gajanan & others therein referred to as the Owners of the other part, the Owners therein granted to the Developers and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Second Property at and for the consideration and upon the terms and conditions therein contained. The said Sixth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.5269/2004;
- viii. Pursuant to the said Sixth Agreement, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Fifth POA') in favour of the persons nominated by the said Sai to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second property. The said Fifth POA is duly registered with the Sub Registrar of Assurances at Thane under Sr. No.554;

ix.: By Development Agreement dated 11/10/2004 (hereinafter referred to as 'the said Seventh Agreement') executed by and between the said Sai therein referred to at

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B.A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India)

Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601, MOB.: 90040 31216

DATE: 11-06-2013

the Assignors of the First Part and the said Gajanan & others therein collectively referred to as the Confirming Party of the Second Part and the said Unnathi therein referred to as the Assignees of the Third Part, the Assignors thereinwith the knowledge and consent of the Confirming Party therein, agreed to assign to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights for and in respect of said Second Property at or for the consideration and upon the terms and conditions contained therein. The said Seventh Agreement is registered with the Sub Registrar of Assurances at Thane under Sr. No.7397/2004;

- x. Pursuant to the said Seventh Agreement, the Assignors therein executed a substituted Power of Attorney of even date (hereinafter referred to as 'the said Sixth POA') in favour of the persons nominated by the said Unnathi therein to enable them to do all acts, deeds, matters and things in respect of the development of the said Second Property. The said Sixth POA is registered with the Sub Registrar of Assurances at Thane under Sr. No.742:
- xi. By Deed of Conveyance dated 24/09/2009 (hereinafter referred to as the said Second Deed") made and executed by and between the said Gajanan & others therein referred to Vendors of the First Part and Kumar Dinesh Gajanan Shinge and 17 others therein referred to as the First Confirming Party of the Second Part and the said Sai therein referred to as the Second Confirming Party of the Third Part and the said Unnathi therein referred to as the Purchasers of the Fourth Part, the Vendors therein, with the Knowledge and consent of the Confirming Parties therein, sold, transferred and conveyed all their respective right, title, interest and share whatsoever in respect of the said Second property in favour of the said Unnathi at or for the consideration and upon the terms and conditions therein contained. The said Second Deed is registered with the office of Sub-Registrar of Assurances under Sr. No.08715/2009. The effect of the said Second Deed has been given in 7/12 extract pertaining to the said Second Property;
- i. One Smt. Ambibai Rama Shinge (hereinafter referred to as 'the said Ambibai') during her life time acquired the property being land bearing Survey No. 250 Hissa No. 2(p) renumbered as Survey No. 250 Hissa No. 2 (D) admeasuring 1300 Sq. mtrs., situate lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Third Schedule hereunder written (hereinafter referred to as 'the Third Property') in accordance with the provisions of Bombay Agricultural Land & Tenancy Act, (hereinafter referred to as 'the Tenancy Act');
- ii. the said Ambibai died in or about 1990 leaving behind her the said Gajanan & others as her only heirs in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death;

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B.A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India)
Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601. MOB.: 90040 31216

DATE: 11-06-2014

- iii. By a Development Agreement dated 09/03/1989 r/w Supplementary Agreement dated 17/03/1994 (hereinafter collectively referred to as 'the said Eighth Agreement') executed by and between the said Anuj therein referred to as the Developers of the One Part and the said Gajanan and others therein referred to as the Owners of the other part, the Owners therein granted to the Developers and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Third Property at and for the consideration and upon the terms and conditions therein contained. The said Eighth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2052/1989 & 1185/94 respectively;
- iv. Pursuant to the said Eighth Agreement, the said Gajanan and others also executed even dated POA's (hereinafter collectively referred to as 'the said Seventh POA') in favour of the persons nominated by the said Anuj in order to enable them to carry out all acts, deeds, matters and things in respect of the said Third Property as contained therein. The said Seventh POA is authenticated in the office of Sub-Registrar of Assurances at Thane under Sr. No.85/89 & 32/94 respectively;
- v. By a Deed of Cancellation dated 20/07/2004 (hereinafter the said Agreement referred to as 'the Ninth Agreement') executed by and between the said Anuj therein referred to as the Developers of the First Part, the said Sai therein referred to as the Confirming Party of the Second Part and the said Gajanan and others therein referred to as the Owners of the Third part; the parties thereto amicably agreed to cancel and terminate the said Eighth Agreement as well as the said Seventh POA executed by the Owners therein in favour of the Developers therein in respect of the said Third Property upon the terms and conditions therein contained;
- vi. by Development Agreement dated 20/07/2004(hereinafter referred to as 'the Tenth Agreement') executed by and between the said Sai therein referred to as the Developers of the One Part and the said Gajanan and others herein and others therein collectively referred to as the Owners of the other part, the Owners therein granted to the Developers and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Third Property at and for the consideration and upon the terms and conditions therein contained. The said Tenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.5270/2004;
- vii. Pursuant to the said Tenth Agreement the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Eighth POA') in favour of the persons nominated by the said Sai to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third property. The said Eighth POA is duly registered with the Sub Registrar of Assurances at Thane under Sr. No.557/2004;

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ADVOCATE HIGH COURT & NOTARY (Govt. of India)
Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601. MOB.: 90040 31216

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viii. By Development Agreement dated 11/10/2004 (hereinafter referred to as 'the said Eleventh Agreement') executed by and between the said Sai therein referred to as the Assignors of the First Part and the said Gajanan and others therein collectively referred to as the Confirming Party of the Second Part and the said Unnathi therein referred to as the Assignees of the Third Part, the Assignors therein with the knowledge and consent of the Confirming Party therein agreed to assign to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of said Third Property at or for the consideration and upon the terms and conditions contained therein. The said Eleventh Agreement is registered with the Sub Registrar of Assurances at Thane under Sr. No.7398/2004;

- ix. Pursuant to the said Eleventh Agreement, the Assignors therein executed a substituted Power of Attorney of even date (hereinafter referred to as 'the said Ninth POA') in favour of the persons nominated by the said Unnathi therein to enable them to do all acts, deeds, matters and things in respect of the development of the said Third Property. The said Ninth POA is registered with the Sub Registrar of Assurances at Thane under Sr. No.743/2004;
- x. By Order bearing No.TD/T6/K.V./THANE/V.P./S.R.125/2010 dated 13/12/2010 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Gajanan and others have been permitted to sell the said Property more particularly described in the Third Schedule hereunder written subject to the terms and conditions contained therein;
- xi. By Deed of Conveyance dated 22/12/2010 (hereinafter referred to as the said Third Deed") made and executed by and between the said Gajanan and others therein collectively referred to Vendors of the First Part and the said Sai therein referred to as the Confirming Party of the Second Part and the First Owners therein referred to as the Purchasers of the Third Part, the Vendors therein with the knowledge and consent of the Confirming Party therein sold, transferred and conveyed all their right, title, interest and share whatsoever in respect of the said Third property in favour of the Purchasers therein at or for consideration and upon the terms and conditions therein contained. The said Third Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.14367/2010. The effect of the said Third Deed has been given in 7/12 extract of the said Third Property;
- 4. i. One Shri Gopinath Nathu Shinge (hereinafter reforred to as 'the said Gopinath') during his life time acquired the property being all those piece and parcel of land bearing Survey No. 251 Hissa No. (P), subsequently renumbered as Survey No. 251 Hissa No. i admeasuring 1210 sq. mtrs. situated at village Kavesar, Taluka & District Thane (hereinafter referred to as 'the said Entire Property') in accordance with the provisions of the Tenancy Act.

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B.A., U.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India) Reg. No. 2957 OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601, MOB.; 90040 31216

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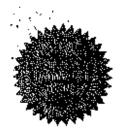
- ii. The said Gopinath died intestate in 1980 leaving behind him his wife Smt. Kashibai (hereinafter referred to as the 'said Kashibai') & his son Nivruti (hereinafter referred to as the 'said Nivrutti') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- iii. The said Kashibai died intestate on 12/03/1983 leaving behind the said Nivrutti as her only heir in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.
- iv. By a Development Agreement dated 08/07/1988 (hereinafter referred to as the "Twelfth Agreement) made between the said Anuj therein referred to as the Developers of the One Part and the said Nivrutti and others therein referred to as the owners of the other part, the Owners therein granted development rights in respect of the said entire property to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said Twelfth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.4448/88.
- v. Pursuant to the said Twelfth Agreement, the said Nivrutti and ors, and the said Anuj entered into a supplemental Agreement dated 31/07/2000 (hereinafter referred to as 'the said Supplemental Agreement') in respect of the said entire property at or for consideration upon the terms and conditions therein contained.
- vi. By an Agreement dated 02/04/2003 made between the said Anuj therein referred to as Assignor of the one part and the said Sai therein referred to as the Assignees of the Other Part, the Assignor therein granted the development rights in respect of the said entire property to the Assignees therein at or for the consideration and upon the terms and conditions therein contained.
- vii. By an Agreement dated 09/04/2003 (hereinafter referred to as 'the said Thirteenth Agreement') executed by and between M/s. Vijay Land Development Corporation (hereinafter referred to as 'the said VLDC'), therein referred to as the Developers of the One Part, the said Sai therein referred to as the Owners of the Second Part, the said Nivrutti and Ors. therein referred to the First Confirming Part of the Third Part and the said Anuj therein referred to as the said Second Confirming Party of the Fourth Part, the Owners therein with the consent and knowledge of the First Confirming Party as well as the Second Confirming Party therein, agreed to grant the development rights in respect of the said entire Property together with the benefits of the Agreements dated 08/07/1988, 31/07/2000 & 02/04/2003 to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Thirteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Serial No. 2269/2003.

viii. Pursuant to the said Thirteenth Agreement the said Nivrutti & others executed a General Power of Attorney of even date (hereinafter referred to as the 'said Tenth'

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B.A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India) Reg. No. 2957 OFFICE: SHRI SAIBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET, NEAR COLLECTOR OFFICE, THANE (W) - 400 601. MOB.: 90040 31216

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POA') in favour of the persons nominated by the said VLDC to do all acts, deeds, matters and things in respect of the said entire property as contained therein. The said Tenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.172.

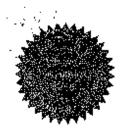
- ix. By a Development Agreement dated 26/05/2004 (hereinafter referred to as the 'said Fourteenth Agreement' executed by and between the said VLDC therein referred to as the Assignors No.1 of the First Part, the said Nivrutti & Ors. therein collectively referred to as the Third Confirming Party of the Fourth Part and the said Sai therein referred to as the Ninth Confirming Party of the Tenth Part and the said Unnathi therein referred to as the Assignees of the Eleventh Part, the Assignors therein with the knowledge and consent of the Confirming Parties therein agreed to assign to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights for and in respect of the said entire property alongwith another property at or for the consideration and upon the terms and conditions contained therein. The said Fourteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.3953/2004.
- x. Pursuant to the said Fourteenth Agreement, the Assignors therein executed a Substituted Power of Attorney of even date (hereinafter referred to as the "said Eleventh POA") in favour of the persons nominated by the said Unnathi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said entire Fourth Property. The said Eleventh POA is registered with the Sub-Registrar of Assurances at Thane vide Sr. No.428/2004.
- xi. As per Hissa Form No.12, the said entire property came to be renumbered as Survey No.251, Hissa No.1 and the effect thereof came to be reflected in M.E. No.2114 pertaining to the said entire property.
- xii. The said Nivrutti died intestate on 11/03/2009 leaving behind him his widow, Jamunabai and two sons viz. (1) Shri. Jaywant & (2) Shri. Dinesh and One daughter Mrs. Sarita Vijay Patil (nee Miss Bharti Nivrutti Shinge) as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- xiii. By Order bearing No. TD/T6/K.V./THANE/V.P./S.R.29/2010 dated 05/05/2010 passed by the Sub-Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Jaywant and others have been permitted to sell the said entire property more particularly described in the Fourth schedule hereunder written to the First Owners for agricultural purpose subject to the terms and conditions contained therein.

xiv. By Deed of Conveyance dated 10/05/2010 (hereinafter referred to as the said Fourth Deed") made and executed by and between Smt. Jamuna Nivrutti Shinge &

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B.A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India) Reg. No. 2957 OFFICE: SHRI SAIBABA, SHOP NO. 21.
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others therein referred to Vendors of the First Part, Smt. Lalita Jaywant Shinge & others therein referred to as the First Confirming Party of the Second Part, the said Sai therein referred to as the second Confirming Party of the Third Part and the said VLDC therein referred to as the Third Confirming Party of the Fourth Part and the First Owners therein referred to as the Purchasers of the Fifth Part, the Vendors therein, with the consent and knowledge of the Confirming parties therein, sold, transferred and conveyed all their right, title, interest and share whatsoever in respect of the said entire property to the Purchasers therein at or for consideration and upon the terms and conditions therein contained. The said Fourth Deed is registered with the office of Sub-Registrar of Assurances, Thane at Thane under Sr. No. 5992/2010.

- xv. Out of the said entire fourth property, a portion admeasuring 510 sq.mtrs. is affected by "College Zone", and a portion admeasuring 700 sq.mtrs. is affected by "Road", as per the Development Control Regulations in force.
- xvi. By Order bearing No. TD/T-6/K.V./Sec.63/S.R.119/2010 dated 02/11/2010 passed by the Sub-Divisional Officer, Thane, in accordance with the provisions of Section 63 of the Tenancy Act, the New Horizon Education Society registered under the Societies Registration Act, have been permitted to purchase and acquire portion of the said entire property to the extent of 510 sq. mtrs subject to the terms and conditions contained therein.
- xvii. By Deed of Conveyance dated 31/12/2010 (hereinafter referred to as the said Fifth Deed") made and executed by and between partners of the First Owners therein referred to as the Vendors of the First Part and the New Horizon Education Society through its Chairman Shri Subir Kumar Banerjee therein referred to as the Purchasers of the Second Part, the Vendors therein sold, transferred and conveyed a portion admeasuring 510 sq. mtrs. affected by "College Zone" Out of the said entire property to the Purchasers therein at or for consideration and upon the terms and conditions therein contained. The said Fifth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 4809/2011.
- xviii. Under the circumstances as recited hereinabove, the First Owners are seized and possessed of and/or otherwise sufficiently entitled to the remaining portion of the said entire property to the extent of 700 sq. mtrs. and more particularly described in the Fourth—schedule hereunder written (hereinafter referred to as 'the said Fourth Property').
- i. One Shri Vishnu Gondhale (hereinafter referred to as the 'said Vishnu') was
 the owner of the property being all those piece and parcel of land bearing. Survey No.
 250 Hissa No.4 admeasuring 1070 sq. intrs. situated at village Kavesar, Taluka &
 District Thane, and more particularly descried in the Fifth Schedule hereunder written
 (hereinafter referred to as 'the Fifth Property')

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For UNNATHIMESTATES



B.A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India) Reg. No. 2957 OFFICE: SHRI SAIBABA, SHOP NO. 21
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- ii. The said Vishnu Gondhale died intestate in or about 1957 leaving behind him Three sons (1) Shri Maruti Vishnu Gondhale (hereinafter referred to as 'the said Maruti') (2) Shri. Laxman Vishnu Gondale (hereinafter referred to as 'the said Laxman') and (3) Second Owners No.1 (hereinafter collectively referred to as 'the heirs of the said Vishnu'), as his only legal heirs in accordance with the Hindu Succession Act by which he was governed at the time of his death.
- iii. By a Development Agreement dated 31/08/1989 (hereinafter referred to as the "Fifteenth Agreement") made between the said Anuj therein referred to as the Developers of the One Part and the heirs of the said Vishnu therein referred to as the owners of the other part, the Owners therein granted irrevocable development rights in respect of the said Fifth Property to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said Fifteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No. 6463/89.
- iv. Pursuant to the said Fifteenth Agreement, the Owners therein also executed a Power of Attorney of even date (hereinafter referred to as the "said Twelfth POA') in favour of the persons nominated by the said Anuj to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Property. The said Twelfth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.204/89.
- v. The said Laxman died intestate on 12.12.1996 leaving behind him his wife being Second Owners No.6 herein & Four sons viz. Second Owners No.7 to 10 hereof (hereinafter collectively referred to as 'the heirs of the said Laxman') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- vi. The said Maruti died intestate on 28.02.2003 leaving behind him his wife viz, Second Owners No.11 & one son viz. Second Owners No.12 and two daughters viz, Second Owners Nos.18 & 19 (hereinafter collectively referred to as 'the heirs of the said Maruti') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.
- vii. By a Development Agreement dated 13/12/2004 (hereinafter referred to as the "said Agreement dated 13/12/2004)) made between the said Unnathi therein referred to as the Developers of the First Part, the said Anuj therein referred to as the Assignors of the Second Part and the heirs of the said Laxman and the heirs of the said Maruti alongwith Ors, therein collectively referred to as the Confirming Party of the Third Part, the Assignors therein, with the consent and knowledge of Confirming Party therein, granted development rights in respect of the said Fifth Property to the Developers therein at and for the consideration and upon the terms and conditions therein contained.

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B.A., LL.B.

ADVOCATE HIGH COURT & NOTARY (Govt. of India) Reg. No. 2957 OFFICE: SHRI SAJBABA, SHOP NO. 21, COURT NAKA, BHAVANI MARKET NEAR COLLECTOR OFFICE, THANE (W) - 400 601. MOB.: 90040 31216

DATE: 11-06-2012)

viii. The said Agreement dated 13/12/2004 had remained to be lodged for registration with the Sub Registrar of Assurances at Thane due to the differences arose between the parties thereto and hence the partner of the said Unnathi executed a Declaration dated 29/04/2010 and lodged the same alongwith the said Agreement dated 13/12/2004 (hereinafter collectively referred to as 'the Sixteenth Agreement') for registration with the Office of the Sub Registrar of Assurances at Thane under Sr. No.5593/2010 on 29/04/2010.

- ix. Subsequent to the execution of the said Sixteenth Agreement, the said Unnathi issued Public Notice in Thane Vaibhav on 04/10/2010 (hereinafter referred to as 'the said Public Notice') and declared that the Sixteenth Agreement has been registered. By Notice dated 11/10/2010 and 18/10/2010, Second Owners raised an objection to the registration of Sixteenth Agreement. However, upon negotiations between the said Unnathi and agreed to withdraw the said objection unconditionally and to enter into supplementary Agreement and to confirm all the Agreements executed in respect of the said Fifth Property;
- x. And accordingly, by a Supplementary Agreement dated 03/02/2011 (hereinafter referred to as 'the said Supplementary Agreement') made between the said Unnathi therein referred to as the Developers of the First Part, the Second Owners therein referred to as the Owners of the Second Part and the said Anuj therein referred to as the Confirming Party of the Third Part, the Owners therein with the Consent and Knowledge of the Confirming Party therein continued the said Fifteenth Agreement, the said Twolfth POA and the said Agreement dated 13/12/2004 in respect of the said Fifth property at or for the consideration and upon the terms and conditions therein contained. The said Supplementary Agreement is registered with the Office of the Sub-Registrar of Assurances at Thane under Serial No.01202/2011.
- xi. Pursuant to the said Supplementary Agreement, the Second Owners Also executed a Power of Attorney of even date (hereinafter referred to as the 'said Thirteenth POA') in favour of the persons nominated by the said Unnathi to do all acts deeds, matters and things in respect of the said Fifth property. The said Thirteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.72/2011.
- xii. Pursuant to the said Supplementary Agreement, the Confirming Party therein also executed a Power of Attorney dated 07/02/2011 (hereinafter referred to as the 'said Fourteenth POA') in favour of the persons nominated by the said Unnathi to do all acts deeds, matters and things in respect of the said Fifth property. The said Fourteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.94/2011.

6. The said Unnathi submitted the plans in respect of the said property to the Thane Municipal Corporation (hereinafter referred to as "the Corporation") for obtaining its.

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B.A., LL.B.

ADVOCATE HIGH COURT & .
NOTARY (Govt. of India)
Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21.
COURT NAKA, BHAVANI MARKET,
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THANE (W) - 400 601.
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sanction and the same have been approved by the Corporation vide V.P. No. \$ 06/0171/LMC/TD-DP/TPS/1000/13 dated 13/11/2013.

- 7. By a Declaration dated 03/02/2014_ (hereinafter referred to as 'the said First Declaration'), the said Unnathi surrendered and handed over in favour of the Corporation, portion of the land admeasuring 145 Sq.Mtrs out of land bearing S. No. 250/2D, portion of the land admeasuring 700 Sq.Mtrs out of land bearing S.No. 251/1 & portion of the land admeasuring 135 Sq.Mtrs out of land bearing S.No. 250/4 aggregating area admeasuring about 980 sq. mtrs., more particularly described in the Second Schedule thereunder written, which is reserved under the sanctioned Development Plan for the purpose of 20 mtr. wide Road upon the terms and conditions therein mentioned. The said Declaration is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.TNN2-1029-2014 on 03/02/2014.
- 8. By another Declaration dated 03/02/2014 (hereinafter collectively referred to as 'the said Second Declaration'), the said Unnathi surrendered and handed over in favour of the Corporation, a portion of the land admeasuring about 2110 sq. mtrs, out of the said First property more particularly described in the Second Schedule thereunder written which is reserved under the sanctioned Development Plan for the purpose of Primary School upon the terms and conditions therein mentioned. The said Second Declaration is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.TNN2-1030-2014 on 03/02/2014.
- The Corporation has also granted the Commencement Certificate bearing V.P. No. S 06/0171/13/FMC/(DD/1154/14 Dated 21/05/2014 in respect of the said property,

In view of the above, I hereby state that in my opinion, subject to: 1) compliance of the various terms and conditions mentioned in the aforementioned exemptions, orders and permissions and 2) what is stated hereinabove, the title of: a) the First Owners to the said First, Second, Third and Fourth Property more particularly described in the First Schedule, Second Schedule, Third Schedule and Fourth Schedule respectively hereunder written and b) the Second Owners to the said Fifth Property more particularly described in the Fifth Schedule hereunder written is clear, marketable and free from all encumbrances.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 1 admeasuring area 3140 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka & Dist.

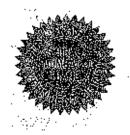
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B.A., LL.B.

ADVOCATE HIGH COURT.& NOTARY (Govt. of India) Reg. No. 2957

OFFICE: SHRI SAIBABA, SHOP NO. 21. COURT NAKA, BHAVAN) MARKET. NEAR COLLECTOR OFFICE. THANE (W) - 400 601. MOB.: 90040 31216

DATE: 11-6-2014

Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 2 (p) renumbered as Survey No. 250 Hissa No. 2 (C) admeasuring area 2020 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka & Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 2(p) renumbered as Survey No. 250 Hissa No. 2(D) admeasuring area 1300 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka & Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

ALL THAT portion of land admeasuring 700 sq. mtrs. out of the land bearing Survey No. 251 Hissa No.(P), subsequently renumbered as Survey No. 251 Hissa No.1 admeasuring 1210 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka & Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No. 4 admeasuring area 1070 sq. mtrs. or thereabout situate, lying and situate at Village Kavesar, Taluka & Dist. Thane, in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

Dated this 11th day of June, 2014.

Yours faithfully

PARTNER

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