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Advocate, High Court.

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Kabad Ali, Old Eduji Road,
Chera, Near Tembhi Naka,
Thane (W)-400601,
Tel: 2539 56 78.
(Correspond here)

Date: 30.10.2017.

TO WHOMSOEVER IT MAY CONCERN

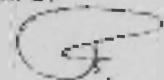
Sub: Certificate of Title in respect of Sub-Plot A measuring 10507.85 Sq. Mtrs., in development layout sanctioned by the Thane Municipal Corporation (TMC) under its latest Sanction of Development Permission/ Commencement Certificate bearing V.P. No. 505/0093/10/TMC/TDS/ C511/12 dated 08.06.2017, situated at Revenue Village: Kolnet, Tanuka and District: Thane, comprised in the following properties bearing:

Sl. No.	Name of Owner as per 7/12 Extract	Survey/ Hissa No.	Area in Sq. Mtrs. as per 7/12 extract	Assessment Rs-Ps
1	M/s. Concorde Builders	120/3	5200	1-31
2	M/s. Concorde Builders	140/5	1520	4-00
3	Urnati (Kolnet) CHS Ltd.	140/7	1900	4-69
4	Urnati (Kolnet) CHS Ltd.	140/9	930	1-00
5	M/s. Concorde Builders	140/11	830	1-31
6	M/s. Concorde Builders	141/5(part)	1930 out of total 3140	6-69
7	Harichandra Dharma Charat and others	141/6(2) (formerly 141/6A)	910	2-34



This is to certify that I have investigated title of M/S. CONCORDE BUILDERS, a registered firm of Partnership, having office at 201, Arihant, Parsi Agfory Lane, Near Tambli Naka, Thane (W), to the development and/or ownership rights of the above referred Sub-Plot A comprised within the aforesaid First to Seventh Properties, (hereinafter collectively referred to as the "SAID PROPERTIES") and after perusal of the various title-deeds and documents and/or copies thereof including copies of the record of rights, search-report taken from the office of the Sub-registrar of Assurances, Thane through search-clerk and public notices issued by me, I hereby state my observations in respect of the said properties as under:-

- (A) Non-Agricultural Property bearing Survey No. 120/3, admeasuring 5200 Sq. Mtrs., Village: Kolshet, Taluka and District: Thane, (hereinafter referred to as the "SAID FIRST PROPERTY"); &
- (B) Non-Agricultural Property bearing Survey No. 140/6, admeasuring 1520 Sq. Mtrs., Village: Kolshet, Taluka and District: Thane, (hereinafter referred to as the "SAID SECOND PROPERTY");:-
- (1) At all material times, the Hindu undivided family consisting of (i) Sharad Ramchandra Mhatre and others; (ii) Smt. Gangubai Ganpat Mhatre and others and (iii) Smt. Matibai Ramchandra Mhatre (all being legal heirs and/or descendants of late Narayan Mhatre hereinafter, unless the context demands otherwise, collectively referred to as the said "MHATRE FAMILY") were well and sufficiently seized and possessed and/or under the provisions of Bombay Tenancy & Agricultural Lands Act, 1948 (hereinafter referred to as the BT & AL Act), entitled to their ancestral property including the said First and Second Properties and also various other agricultural lands in and around Kolshet Village, Thane.
- (2) Under an Agreement for Sale dated 10.12.2006 registered at S. No. TN-5/543 of 2007 on 18.01.2007 read with Supplementary Agreement dated 18.01.2007 registered at S.No.1NN-5/545 of 2007 on 18.01.2007 (hereinafter collectively referred to as the said "FIRST AGREEMENT"); the said Shri Sharad Ramchandra Mhatre and 5 others (vendors/Owners therein) agreed to sell and transfer the said First and Second Properties together with various other properties of the said Mhatre family to M/s. Nikhil Construction Company, (a firm of partnership - the Purchasers therein) on the terms and conditions and for the consideration stated therein. Pursuant to execution of said First Agreement, the Owners - Sharad Ramchandra Mhatre and others, executed an irrevocable Power of Attorney in favour of Shri Anil H. Bhalja, partner of M/s. Nikhil Construction Company, which is duly authenticated at Serial No 54 on 18.01.2007 before the Sub-registrar of Assurances, Thane-5.

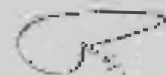


- (3) Under a Deed of Confirmation cum Supplementary Agreement dated 17.03.2007 registered at S. No. TNN-1/1805 of 2007 on 03.04.2007 (said "SECOND AGREEMENT"), the said Smt. Gangubai Ganpat Mhatre and 22 others (members of Said Mhatre Family-Vendors therein), confirmed execution of the said First Agreement (TNN-5/543/2007) in favour of M/s. Nikhil Construction Company, on the terms and conditions stated therein. Pursuant to the said Second Agreement, the said Gangubai Ganpat Mhatre and 22 others (Vendors/Owners therein) also executed an Irrevocable Power of Attorney dated 3.3.2007 in favour of (i) Sri Anil H. Bhalja, (ii) Anish J. Shah and (iii) Digambar R. Sukhi, partners of M/s. Nikhil Construction Company, which is authenticated at Serial No. 281 on 03.04.2007 before the Sub registrar of Assurances, Thane - 5.
- (4) Under (i) Confirmation and Supplementary Deed No.3 and (ii) Confirmation and Supplementary Deed No.4, both jointly registered at S. No. TNN-2/7136/2008 on 14.08.2008 and 15.08.2008 (said "THIRD AGREEMENT"), the said Smt. Motibai Ramchandra Mhatre and 4 others (members of Said Mhatre Family-Vendors therein) confirmed execution of the said First Agreement (TNN-5/543 of 2007), in favour of M/s. Nikhil Construction Company, on the terms and conditions stated therein. Pursuant to execution of said Third Agreement, the said Smt. Motibai Ramchandra Mhatre and 4 others also executed an Irrevocable Power of Attorney in favour of (i) Sri Anil H. Bhalja; (ii) Anish J. Shah and (iii) Digambar R. Sukhi, partners of M/s. Nikhil Construction Company, which is duly authenticated at S. No. 1120 on 14.08.2008 before the Sub registrar of Assurances, Thane - 2.
- (5) Under a Deed of Conveyance dated 01.07.2009, registered at S. No. TNN-1/3400/2009 (said "FOURTH AGREEMENT"), various properties including said First and Second Properties (which were forming the subject matter of the said First Agreement (TNN 5/543 of 2007), were sought to be conveyed by said Mhatre family (Owners therein through their Constituted Attorney - Sri Anil H. Bhalja) to M/s. Nikhil Construction Company (Purchasers therein).
- (6) Prior to execution of said Fourth Agreement (TNN-1/3400/2009), permission from competent authorities under Section 43 of the RT & AI Act and/or under the erstwhile ULC Act, had not been obtained for certain properties including said First and Second Property which had been erroneously included in the schedule of the said Fourth Agreement. As such various properties including said First and Second properties were excluded from the ambit of Mutation Entry No. 2515 of Village Kolenet which had been otherwise approved in pursuance to the said Fourth Agreement.
- (7) By and under a Deed of Correction dated 08.04.2010 registered at S. No. TNN-2/4571/2010 on 08.04.2010 (said "FIFTH AGREEMENT"), made between M/s



Nikhil Construction Company and said Mhatre Family, the Schedule of Property as stated in said Fourth Agreement (TNN-1/3400/2009) was rectified by removing and excluding those properties including the said First and Second Properties, for which sale-permission u/s 43 and NOC from ULC authorities were then yet to be obtained.

- (8) Subsequently pursuant to (i) Sale permission u/s 43 issued by SDO, Thane bearing No. TD/T-6/Ten/SP/SR/554 of 2009 dated 22.01.2010, (ii) Order No. ULC/TA/1-1/Kolshet/SP/192 dated 16.11.2009 issued by the Competent Authority (ULC), Thane; the said Mhatre family (Owners/Vendors therein-through Constituted Attorney Shri Anil H. Shajja) have by and under a Deed of Conveyance dated 17.04.2010 registered at S. No. TNN-2/5014/2010 dated 17.04.2010 (said "SIXTH AGREEMENT"), sold and conveyed various properties including the Said First and Second Properties, to (i) Mr. Digambar Raghunath Sukhi & (ii) Mr. Anish Jitendra Shah; (Purchasers therein in their capacity as the nominees and partners of M/s. Nikhil Construction Company) with the confirmation of M/s. Nikhil Construction Company (the Confirming Party therein). Pursuant to execution of said Sixth Agreement, the name of M/s. Nikhil Construction Company instead of (i) Mr. Digambar Raghunath Sukhi & (ii) Mr. Anish Jitendra Shah, came to be inadvertently recorded as the owner of said First and Second Properties in the record of rights, vide Mutation Entry No. 2575 of Kolshet Village, Thane.
- (9) Under Sanction of Development dated 11.01.2011 bearing V. P. No. S05/0033/10/TMC/IDD/0313/11, the TMC had initially granted development permission to the said First and Second Properties together with certain other adjacent properties of Kolshet Village, Thane.
- (10) Under an order bearing No. Rev/K-1/T 1/MAD/ SP/06/2011 dated 19.04.2011, the Collector, Thane granted non-agricultural permission to the said First and Second Properties amongst other properties.
- (11) Meanwhile, the Collector Thane, has by order No. M5/Off-4/TMC/SP-14/2011 dated 23.11.2011, passed under the provisions of Section 53 of the DT & A Act, 1963 and rules made thereunder, confirmed and validated the sale transaction of various properties stated in the aforesaid Fourth Agreement (TNN 1/3400/2009) and said Sixth Agreement (TNN 2/5014/2010) including the said First and Second Properties in favour of M/s. Nikhil Construction Company and/or its nominees/partners (i) Mr. Digambar Raghunath Sukhi & (ii) Mr. Anish Jitendra Shah; and further approved and confirmed Mutation Entries No. 2519 and 2575 of Kolshet Village, Thane, that were approved in pursuance to the said Fourth and Sixth Agreements.



- (12) The index-II erroneously issued in the name of M/s. Nikhil Construction Company pursuant to said Sixth Agreement (TNN-2/5014/2010) was rectified under a Deed of Rectification dated 11.07.2012 registered with the Sub-Registrar of Assurances at Thane, at S. No. TNN-5/355/2012 (said "SEVENTH AGREEMENT") and the names of (i) Mr. Digambar Raghunath Sukhi & (ii) Mr. Anish Itendra Shah have been recorded as the Purchasers of said First and Second properties.
- (13) Under (i) Deed of Declaration and Correction dated 05.11.2011 registered at S. No. TNN-5/1979/2012 on 09.03.2012 (said "EIGHTH AGREEMENT"), Shorad Ramchandra Mhatre and others and (ii) Deed of Declaration and Correction dated 20.04.2012 registered at S. No. TNN-5/3624/2012 on 21.04.2012 (collectively referred to as the said "NINTH AGREEMENT"), Shankar Ramchandra Mhatre and others; the members of said Mhatre family have confirmed and ratified with M/s. Nikhil Construction Company, sale of inter alia said First and Second Properties under Sixth Agreement (TNN-2/5014/2010) in favour of (i) Mr. Digambar Raghunath Sukhi & (ii) Mr. Anish Itendra Shah.
- (14) Under a Deed of Conveyance dated 15.02.2012 registered at S. No. TNN-5/1434/2012 with the Sub-Registrar of Assurances, Thane (said "TENTH AGREEMENT") the said (i) Mr. Digambar Raghunath Sukhi & (ii) Mr. Anish Itendra Shah (Owners therein) with due confirmation from M/s. Nikhil Construction Company (Confirming Party therein) sold, transferred and conveyed the said First and Second Properties to M/s. Concorde Builders (Purchasers therein) on the terms and conditions and for the consideration stated therein. Pursuant to execution of said Tenth Agreement, the name of M/s. Concorde Builders has been entered in the record of rights of the said First and Second Properties vide Mutation Entry No. 2725 of Kolshet, Thane, as the owners thereof.

C. Property bearing Survey No. 140/7, admeasuring 1900 Sq. Mtrs., Village: Kolshet, Taluka and District: Thane, (hereinafter referred to as the "SAID THIRD PROPERTY") :-

1. At all material times, according to the record of rights and as specifically recorded in Mutation Entry No. 612 of Kolshet village, one Shri Sukharam Janya Vad was declared as protected tenant of the SAID THIRD PROPERTY pursuant to order of Agricultural Land Tribunal, Thane passed under the provisions of BT & AL Act. By virtue of Certificate of Purchase No.901 dated 03.07.1971 issued under Section 32 M of the said Act, duly registered with the Sub-Registrar of Assurances, Thane at S. No. 34 of 1971, the said Shri



Sakharam Janya Vad became sole and exclusive owner of the SAID THIRD PROPERTY.

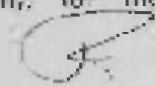
2. The said Shri Sakharam Janya Vad died on 28th January 2009, leaving behind his legal heirs viz: - (i) Smt. Anandibai Sakharam Vad, (ii) Smt. Sitabai Vasant Hudal, (iii) Laxmibai Arkush Lakhan, (iv) Smt. Chaykubai Shanikwar Valvi, (v) Smt. Janabai Tukaram Bhuyal and (vi) Chandrakant Sakharam Vad; (hereafter for the sake of brevity collectively referred to as the said 'VAD FAMILY', who inherited and became owners of the SAID THIRD PROPERTY.

3. Pursuant to,

- (i) Sale Permission dated 08.05.2010 bearing No. Adivasi 50A -06/Case No. 321/L 9, issued by the Maharashtra Revenue and Forest Department, read with Order No. MS/Off 4/T 1/TNC/SR-113 dated 27.10.2010 issued by the Collector, Thane, under the provisions of Section 35 and 36-A of Maharashtra Land Revenue Code, 1986;
- (ii) order bearing No. TD/T-6/TNC/SP/SR/101 of 2010 dated 30.08.2010 issued by the Sub-Divisional Officer, Thane, under the provisions of Section 43 of BT & A. Act;
- (iii) order bearing No. TD/T-6/TNC/Sec. 53/SR/100 of 2010 dated 30.08.2010 issued by the Sub-Divisional Officer, Thane, under the provisions of Section 53 of BT & A. Act;

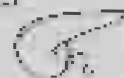
the said 'VAD FAMILY' (Vendors/Owners therein) sold, transferred and conveyed the SAID THIRD PROPERTY to Unnati (Kolshet) Co-operative Housing Society Ltd., (Purchasers therein), by and under a Conveyance Deed dated 11.11.2010, registered at Serial No. TNN-5/ 1672/2010 on 11.11.2010 with the Sub-Registrar of Assurances, Thane (hereinafter referred to as the Said "FIRST AGREEMENT"), for the consideration and on the terms and conditions contained therein. Pursuant to execution of the said First Agreement, the members of said Vad Family, have also executed an Power of Attorney dated 11.11.2010 in favour of Shri Rajan S. Bhandekar, the Chief Promoter/Chairman of the Unnati (Kolshet) Co-operative Housing Society Ltd., which is authenticated at Serial No. 1004/2010 before the Sub-Registrar of Assurances, Thane. Pursuant to the said First Agreement, under Mutation Entry No. 2629 of Kolshet Village the name of Unnati (Kolshet) Co-operative Housing Society Ltd., was recorded as the owner of said THIRD Property in the record of rights.

4. Under a Development Agreement dated 31.12.2010 registered at Serial No. TNN-5/2543/2011 on 18.07.2011 with the Sub-Registrar of Assurances, Thane (hereinafter referred to as the Said "SECOND AGREEMENT"), Unnati (Kolshet) Co-operative Housing Society Ltd., (Owners therein), sold, transferred and granted the development rights of the Said Third Property (140/7) to M/s. Gayman Enterprises (Developers therein), for the



consideration and upon the terms and conditions stated therein. Pursuant to the said Second Agreement, the Owners - Unnat (Kolshe) Co-operative Housing Society Ltd., through its Chairman -Shri Rajan S. Nandalkar, executed an Power of Attorney dated 18.03.2011 in favour of partners of M/s. Darshan Enterprises, which is duly authenticated at Serial No.271/2011 before the Sub-Registrar of Assurances, Thane-5.

5. The said Third Property being exempted under a scheme approved under Section 20 of the erstwhile U.C Act, by the Additional Collector & Competent Authority Thane Urban Agglomeration vide Order dated 19.08.2004 bearing No. ULC/TA/ATP/WSHS 20/SR-1461 read with order dated 10.04.2012 bearing No. ULC/TA/ATP/Sec 20/SR-1461, the development of said Third property will be subject to terms of the said scheme or such further orders as may applicable or issued in that regard.
6. By and under an Agreement for Sale dated 15.07.2012 registered with the Sub registrar of Assurances, Thane at S. No. TNN-5/01436/2012 on 15.11.2012 (hereinafter referred to as the said "THIRD AGREEMENT"), the Owners - Unnat (Kolshe) Co-operative Housing Society Ltd., with confirmation from M/s. Darshan Enterprises (Confirming Party therein), have sold and transferred to M/s. Concorde Builders (Purchasers therein), inter-alia the said Third Property (140/7) together with the development rights thereof; on the terms and conditions and for the consideration as stated therein. In pursuance to executing of said Third Agreement, the partners of M/s. Darshan Enterprises, substituted, assigned and executed an Irrevocable Power of Attorney, duly notarized and authenticated before the Sub-registrar of Assurances, Thane-5 at Serial No. 157 on 15.02.2012, in favour of Mr. Suraj Ramesh Parmar, Partner of M/s. Concorde Builders, with the powers and authority as stated therein.
7. Under Sanction of Development dated 11.01.2011 bearing V. P. No. 505/0033/10/TMC/TDD/0333/11, the TMC had initially approved the development-lay-out of various properties which were adjacent to the said Third Property. Under revised Sanction for Development Permission bearing V.P No. 505/0033/10/TMC/TDD/0569/12 dated 29.03.2012, the TMC has since approved the development lay-out of Sub-Plot A in the larger development lay-out inclusive of the said Third Property.
8. The Collector, Thane has by Order bearing No. Maharashtra State/ Off-4/Tenancy/63/S4-09/2012 dated 24.11.2012, granted sale-permission under Section 63 of the RT & A. Act, permitting M/s. Concorde Builders to purchase and acquire the said Third Property for non-agricultural purposes.



D. Property bearing Survey No. 140/9, admeasuring 330 sq. Mtrs., Village: Kolshet, Taluka and District: Thane, (hereinafter referred to as the "SAID FOURTH PROPERTY"):

1. At all material times as per the record of rights and as specifically recorded in Mutation Entry No. 614 of Kolshet Village, one Mr. Yashwant Govind Bhoje @ Bhoir was declared as protected tenant of the Said FOURTH PROPERTY pursuant to order of the Agricultural Lands Tribunal, Thane passed under the provisions of BT & AL Act. By virtue of Certificate of Purchase No.VR/Kolshet/73/1657 dated 24.04.1974 issued under Section 32 M of the said Act, duly registered with the Sub-Registrar of Assurances, Thane at S. No. 191 of 1974 on 27.03.1974, the said Mr. Yashwant Govind Bhoje @ Bhoir became sole and exclusive owner of the Said Fourth Property.

2. The said Mr. Yashwant Govind Bhoje died on 5th March 1998, leaving behind his legal heirs viz: (i) Mrs. Zinibai Vishnu Chaudhari and (ii) Mrs. Kashibai Chima Dalvi, (hereafter for the sake of brevity collectively referred to as the said 'BHOYE/BHOIR FAMILY', inherited and became owners of the Said Fourth Property.

3. Pursuant to

(i) Sale Permission dated 08.06.2010 bearing No. Adivasi SIA -06/Case No. 372/L-9, issued by the Maharashtra Revenue and Forest Department, read with Order No. MS/Off-4/T-1/TNC/SR-115 dated 27.10.2010 issued by the Collector, Thane, under the provisions of Section 36 and 35-A of Maharashtra Land Revenue Code, 1956,

(ii) order bearing No. TD/T-6/TNC/SP/SR/102 of 2010 dated 30.08.2010 issued by the Sub-Divisional Officer, Thane, under the provisions of Section 43 of ST & AL Act,

(iii) order bearing No. TD/T-5/TNC/Sec -63/SR/103 of 2010 dated 30.08.2010 issued by the Sub-Divisional Officer, Thane, under the provisions of Section 63 of ST & AL Act;

the said 'BHOYE @ BHOIR FAMILY' (vendors/Owners therein) sold, transferred and conveyed inter-alia the Said Fourth Property (140/9) to the Owners herein (Purchasers therein), by and under a Conveyance Deed dated 11.11.2010 registered at Serial No.TNN-5/115/1/2010 on 11.11.2010 with the office of the Sub-Registrar of Assurances, Thane (hereinafter referred to as the said "FIRST AGREEMENT"), for the consideration and on the terms and conditions contained therein. Pursuant to execution of the said First Agreement, the members of the said Bhoje @ Bhoir family executed an Power of Attorney dated 11.11.2010 in favour of Shri Rajan S. Bandolkar, the Chief-Promoter/Chairman of the Umati (Kolshet) Co-operative Housing Society Ltd., which is authenticated at Serial No.1003/2010 before the Sub-Registrar of Assurances, Thane. Pursuant to execution of said First

Agreement, under Mutation Entry No.2630 of Kolshet Village, the name of Unnati (Kolshet) Co-operative Housing Society Ltd., was recorded as the owner of the Said Fourth Property in the record of rights.

4. Under Development Agreement dated 31.12.2010 registered on Serial No.2542/2011 at Sub Registrar of Assurances, Thane-5 on 18.03.2011 (hereinafter referred as the said "SECOND AGREEMENT"), the said Unnati (Kolshet) Co-operative Housing Society Ltd., (Owners therein) herein said, transferred and granted the development rights of the Said Fourth Property (140/9) to M/s. Darshan Enterprises (Developers therein) for the consideration and upon the terms and conditions stated therein. Pursuant to execution of said Second Agreement, the Owners - Unnati (Kolshet) Co-operative Housing Society Ltd., through its Chairman -Sri Rajan S. Bandekar, executed a Power of Attorney dated 18.03.2011 in favour of partners of M/s. Darshan Enterprises, which is duly authenticated at Serial No.777/2011 before the Sub Registrar of Assurances, Thane-5.
5. Accordingly, by and under an Agreement for Sale dated 15.02.2012 registered with the Sub-registrar of Assurances, Thane at S. No. TN-5/01430/2012 on 15.02.2012 (hereinafter referred to as the said "THIRD AGREEMENT"), the Owners - Unnati (Kolshet) Co-operative Housing Society Ltd., with confirmation from M/s. Darshan Enterprises (Confirming Party therein), have sold and transferred to M/s. Concorde Builders (Purchasers therein), inter alia the said Fourth Property (140/9) together with the development rights thereof, on the terms and conditions and for the consideration as stated therein. In pursuance to execution of said Third Agreement, the partners of M/s. Darshan Enterprises, substituted, assigned and executed an Irrevocable Power of Attorney dated 15.07.2012, duly notarized and authenticated before the Sub-registrar of Assurances, Thane-5 at Serial No. 157 on 15.07.2012, in favour of Mr. Sunil Ramesh Parmar, Partner of M/s. Concorde Builders, with the powers and authority as stated therein.
6. Under Sanction of Development dated 11.01.2011 bearing V. P. No. S05/0033/10/TMC/TDD/0333/11, the TMC had initially approved the development lay-out of various properties which were adjacent to the said Fourth Property. Under revised Sanction for Development Permission bearing V.P No. S05/0033/10/TMC/TDD/0333/12 dated 29.03.2012, the TMC has since approved the development lay out of Sub-Plot A in the larger development lay out inclusive of the said Fourth Property.
7. The Collector, Thane has by Order bearing No. Maharashtra State/ Off-4/Tenancy/63/SR 09/2012 dated 24.04.2012, granted sale-permission under



Section 63 of the BT & AL Act, permitting M/s. Concorde Builders to purchase and acquire the said Fourth Property for non-agricultural purposes.

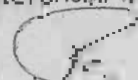
E. Non-Agricultural Property bearing Survey No. 149/11 admeasuring 630 Sq. Mtrs, Village: Kalyhet, Taluka and District Thane, hereinafter referred to as the 'SAID FIFTH PROPERTY':

1. Originally and at all material times, one Shri Dwarkadas Ratansi Thakkar during his lifetime was the owner of and as such seized and possessed of and even otherwise well and sufficiently entitled to inter-alia the Said FIFTH PROPERTY.
2. Under a Will dated 21-11-1958, the aforesaid Late Shri Dwarkadas Ratansi Thakkar bequeathed inter-alia the Said Fifth Property in favour of his wife Smt. Premkumari Dwarkadas Thakkar, who thereafter expired intestate leaving behind her three married daughters namely (i) Smt. Kanta Basiklal Makhecha, (ii) Smt. Yesumati Anilkumar Makhecha, and (iii) Smt. Sheeba Suresh Makhecha as her legal heirs as per the personal law by which she was governed at the time of her demise. The said Smt. Yesumati Anilkumar Makhecha expired intestate leaving behind Shri. Anilkumar Makhecha and Shri Rajesh Anilkumar Makhecha, as her only legal heirs and representatives as per the personal law by which she was governed at the time of her demise. The legal heirs and/or descendants of Late Shri Dwarkadas Ratansi Thakkar are for the sake of brevity and whenever the context so demands, hereinafter collectively referred to as the 'Said Makhecha family'.
3. By and under a Development Agreement dated 06.01.2005, duly registered with the Sub-Registrar of Assurances, Thane at S. No. TNN 5/00338/2005 on 13.01.2005 (hereinafter referred to as the said 'FIRST AGREEMENT'), Mrs. Kanta Basiklal Makhecha (the Vendor therein) transferred her undivided 1/3rd rights and interests in the said Fifth Property in favour of the M/s. Darshan Enterprises (the Developer therein) on the terms and conditions and for the consideration stated therein. Pursuant to the said First Agreement, the said Kanta Basiklal Makhecha also executed in favour of partners of M/s. Darshan Enterprises, an Power of Attorney authenticated before the Sub-Registrar of Assurances, Thane at Serial No. 39 on 13.01.2005.
4. By and under a Development Agreement dated 25.01.2005, duly registered with the Sub-Registrar of Assurances, Thane at S. No. TNN-5/00699/2005 on 27.01.2005 (hereinafter referred to as the said 'SECOND AGREEMENT'), legal heirs of Smt. Yesumati Anilkumar Makhecha viz:- (i) Shri Anilkumar Makhecha and Shri Rajesh Anilkumar Makhecha (the Vendors therein) transferred their undivided 1/3rd rights and interests in the Said Fifth



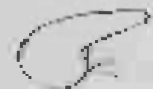
Property in favour of (i) Rajesh Raghunath Charat and (ii) Premnath Vasant Pawse (the Developers therein) on the terms and conditions and for the consideration stated therein. Pursuant to the said Second Agreement, the said Shri Anilkumar Makhecha and Shri Rajesh Anilkumar Makhecha executed in favour of the said (i) Rajesh Raghunath Charat and (ii) Premnath Vasant Pawse, an irrevocable Power of Attorney authenticated before the Sub-Registrar of Assurances, Thane at Serial No. 86 on 27.01.2005.

5. By and under a Development Agreement dated 23.02.2005, registered with the Sub-Registrar of Assurances, Thane at S. No. TNN-5/01530/2005 on 23.02.2005 (hereinafter referred to as the said "THIRD AGREEMENT"), the said (i) Rajesh Raghunath Charat and (ii) Premnath Vasant Pawse (the Developers therein) assigned unto and in favour of M/s. Darshan Enterprises (the Sub-Developers therein), the undivided 1/3rd rights and interests acquired by them inter alia in the said Fifth Property on the terms and conditions and for the consideration stated therein. Pursuant to the said Third Agreement, the said (i) Rajesh Raghunath Charat and (ii) Premnath Vasant Pawse also executed in favour of the partners of M/s. Darshan Enterprises, an irrevocable Power of Attorney duly authenticated before the Sub-Registrar of Assurances, Thane at Serial No. 193 on 23.02.2005.
6. By and under a Development Agreement dated 23.02.2005, registered with the Sub-Registrar of Assurances, Thane at S. No. TNN-5/1508/2005 (hereinafter referred to as the said "FOURTH AGREEMENT"), Shobha Suresh Makhecha nee Shobha D. Thakkar (the Vendor therein) transferred her undivided 1/3rd shares/rights and interests in the said Fifth Property in favour of M/s. Darshan Enterprises (the Developers therein), on the terms and conditions and for the consideration stated therein. Pursuant to the said Fourth Agreement, the said Shobha Suresh Makhecha nee Shobha D. Thakkar also executed in favour of the partners of M/s. Darshan Enterprises, an Irrevocable Power of Attorney duly authenticated before the Sub-Registrar of Assurances, Thane at Serial No. 192 on 23.02.2005.
7. Meanwhile Smt. Kanta Basiklal Makhecha expired leaving behind, Shri Sundev Basiklal Makhecha and Mr. Nikhil Basiklal Makhecha, as her only legal heirs and representatives as per the personal law by which she was governed at the time of her demise.
8. By and under a Deed of Confirmation dated 25.01.2007, registered with the Sub-Registrar of Assurances, Thane at S. No. TNN-5/00774 dated 25.01.2007 (hereinafter referred to as the said "FIFTH AGREEMENT"), one legal heir of deceased Kanta Basiklal Makhecha viz - Mr. Nikhil Basiklal Makhecha (herein referred to as Co-owner) confirmed execution of the said First Agreement made by Kanta Basiklal Makhecha in favour of M/s. Darshan Enterprises in



respect of inter-alia the said Fifth Property, on the terms and conditions and for the consideration stated therein. Pursuant to the said Fifth Agreement, the said Mr. Nikhil Rasiklal Makhecha also executed in favour of the partners of M/s. Darshan Enterprises, an irrevocable Power of Attorney duly authenticated before the Sub-Registrar of Assurances, Thane at Serial No. 79 on 25.01.2007.

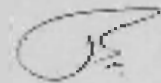
9. By and under a Deed of Release dated 26th October, 2009 registered with the Sub-Registrar of Assurances, Thane at Serial No. TNN-5/9906 dated 26.11.2009 (hereinafter referred to as the said "SIXTH AGREEMENT"), executed between the aforesaid legal heirs of deceased Kanta Rasiklal Makhecha, the said Mr. Nikhil Rasiklal Makhecha the aforesaid Shri Sandeep Rasiklal Makhecha (Releaser therein) has released and relinquished in favour of Shri Nikhil Rasiklal Makhecha (Releasee/Beneficiary therein), all his undivided shares, rights and interests inter-alia in respect of the said Fifth Property.
10. Thereafter under an Agreement for Sale dated 23.05.2011 registered with Sub-Registrar of Assurances, Thane at S. No. TNN-5/487/2011 on 23.05.2011 (hereinafter referred to as the said "SEVENTH AGREEMENT"), the said Nikhil Rasiklal Makhecha (Vendor therein) agreed to sell and transfer unto M/s. Darshan Enterprises (Purchaser therein), his undivided 1/3rd share, rights, interests and title, inter-alia in the said Fifth Property inherited and/or acquired by him as aforesaid. Pursuant to the said Seventh Agreement, Mr. Nikhil Rasiklal Makhecha also executed in favour of the partners of M/s. Darshan Enterprises, an Power of Attorney dated 23.05.2011 authenticated before the Sub-Registrar of Assurances, Thane under Serial No. 443 on 23.05.2011.
11. Under Sanction of Development dated 11.01.2011 bearing V. P. No. 505/0093/10/TMC/IDD/0313/11, the TMC had initially granted development permission to the said Fifth Property amongst other properties. Meanwhile, by an order bearing No. Rev/K-1/1-1/NAP/83/06/2011 dated 19.04.2011, the Collector, Thane granted non-agricultural permission to said Fifth Property amongst other properties.
12. Under a Deed of Conveyance dated 09.06.2011 registered with the Sub-Registrar of Assurances, Thane at S. No. TNN-5/5513/2011 on 09.06.2011 (hereinafter referred to as the said "EIGHTH AGREEMENT"), the said M/s. Darshan Enterprises (Purchasers therein) purchased and acquired the said Fifth Property from the said Makhecha family viz: (i) Shobha Karsandas Thakkar nee Shobha D. Makhecha; (ii) Anilkumar Karsandas Makhecha (iii) Rajesh Anilkumar Makhecha and (iv) Nikhil Rasiklal Makhecha (Vendors therein) represented by their Constituted Attorney Shri Suresh D. Jain.



Pursuant to the said Eighth Agreement, the name of M/s. Darshan Enterprises was recorded as the owner of the Said Fifth Property in the record of rights under Mutation Entry No. 2670 of Kolshet Village, Thane.

13. By and under a Deed of Conveyance dated **15.02.2012** registered with the Sub-registrar of Assurances, Thane at S. No. TNM - 5/01439/2012 on 15.02.2012 (hereinafter referred to as the said "NINTH AGREEMENT"), the said M/s. Darshan Enterprises (Owners therein), have sold and transferred the said Fifth property to M/s. Concord Builders (Purchasers therein), together with its development rights on the terms and conditions and for the consideration as stated therein. Pursuant to the said Ninth Agreement, the name of M/s. Concord Builders is recorded as the owner of Said Fifth Property in the record of rights under Mutation Entry No. 2726 of Kolshet Village, Thane.

- F. Non-Agricultural property admeasuring 1930 Sq. Mtrs., (SAID SIXTH PROPERTY) out of land bearing Survey No. 141/5 totally admeasuring 3140 Sq. Mtrs., (said larger property) Village: Kolshet, Taluka and District Thane. Remaining portion of 1210 Sq. Mtrs., out of Survey No. 141/5 is identified as Sub-Plot 'D' in the development lay-out and the said sub-Plot D is not a subject matter of this Title Certificate.
 1. At all material times since the year 1965 or thereabouts, one Prabhakar Dinanath Mantri was the owner of and/or otherwise well and sufficiently seized and possessed of the said larger property as the Owner thereof.
 2. As recorded in Mutation Entry No. 2309 of Kolshet Village, the original Owner- Prabhakar Dinanath Mantri died on 29.10.1980 leaving behind as his legal heirs viz- (i) son - Prakash Prabhakar Mantri & (ii) daughter- Mrs. Shobha Suchakar Mantri. The said legal heirs of the said deceased - Prabhakar Dinanath Mantri are hereinafter and as the context may demand collectively referred to as the "Said Mantri Family".
 3. Under Development Agreement dated 16.01.2007, registered at S. No. TNM- 5/568 of 2007 on 19.01.2007 (hereinafter referred to as the "SAID FIRST AGREEMENT"), the Owners viz- Mr. Prakash Prabhakar Mantri & (ii) Mrs. Shobha Suchakar Mahant (Owners therein), transferred and granted all their rights and interests including the development rights of the said larger Property to M/s. Darshan Enterprises (Developers therein), on the terms and for the consideration stated therein. Pursuant to the said First Agreement, the said Mantri family also executed (i) Power of Attorney authenticated at Serial No. 57 on 19.01.2007 before the Sub registrar of Assurances, Thane and (ii) Power of Attorney dated 19.01.2007 duly notarized; in favour of the



partners of M/s. Darshan Enterprises VIZ: Shri Naresh S. Khetwani and Shri Suresh D. Jain.

4. Under a Deed of Confirmation dated 10.04.2007 registered at S. No. TNN-5/2775/2007 (hereinafter referred to as the "SAID SECOND AGREEMENT"), said (i) Mr. Prakash Prabhakar Mantri & (ii) Mrs. Shobha Sudhakar Mahant (Owners therein of the First Part; AND (i) Smt. Poonam Nilesh Pansare, (ii) Smt. Aarti Nalin Desai and (iii) Smt. Jyotsna Sudhakar Mahant (other members of the Said Mantri family- Confirming Party therein of the Second Part), confirmed execution of said First Agreement, in favour of M/s. Darshan Enterprises (the Developers therein of the Third Part). Pursuant to execution of said Second Agreement, the said (i) Smt. Poonam Nilesh Pansare, (ii) Smt. Aarti Nalin Desai and (iii) Smt. Jyotsna Sudhakar Mahant, also executed (i) Power of Attorney authenticated at Serial No. 380 on 10.04.2007 before the Sub-Registrar of Assurances, Thane and (ii) Power of Attorney dated 10.04.2007 duly notarized; in favour of the aforesaid partners of M/s. Darshan Enterprises.
5. Under a Deed of Assignment of Development Rights dated 07.01.2008 registered at S. No. TNN-5/00269/2008 on 09.01.2008 (hereinafter referred to as the "SAID THIRD AGREEMENT"), the said M/s. Darshan Enterprises (Assignors therein) have assigned and transferred development rights in respect of a portion admeasuring 1210 Sq. Mtrs., out of the Said Larger Property unto and in favour of one Mr. Parmeshwar Shivram Galkal (Assignee therein). (This portion of 1210 Sq. Mtrs., out of the said larger property is separately demarcated as Sub-Plot D in the larger development lay-out). Pursuant to execution of the said Third Agreement, the aforesaid partners of M/s. Darshan Enterprises have also executed in favour of said Parmeshwar Shivram Galkal in respect of the portion of 1210 Sq. mtrs., (i.e. Sub-Plot D) out of the said larger property, an Power of Attorney duly authenticated before the Sub-Registrar of Assurances, Thane at Serial No. 41 on 09.10.2008.
6. By Mutation Entry No. 2514 of Kishet Village approved pursuant to order dated 29.09.2008 passed in W. P. No. 4263 of 2008 by the High Court Bombay, the name of the Maharashtra State Government and remark u/s 10(3) and 10(5) of the erstwhile Urban Land Ceiling Act (ULC Act) was removed from the record of rights of the Said Larger Property.
7. By and under a Sale Deed dated 30.01.2010 registered at S. No. TNN-5/1106/2010 on 30.01.2010 with the Sub-Registrar of Assurances, Thane (hereinafter referred to as the said "FOURTH AGREEMENT"), the Said Mantri Family (Owners therein represented by Constituted Attorney Shri Suresh D. Jain) of the First Part conveyed the Said Larger Property to Shri Naresh Sudama Khetwani (Purchaser therein) of the Second Part - in his capacity as



the nominee and Partner of M/s. Darshan Enterprises) with confirmation from the said M/s. Darshan Enterprises (Confirming Party therein of the Third Part). Pursuant to execution of said Fourth Agreement, Shri Suresh D. Jain (Partner of the M/s. Darshan Enterprises) in his capacity as Constituted Attorney of said Mantri Family, executed an Power of Attorney duly authenticated at S. No. 130 on 30.10.2010 before the Sub-registrar of Assurances, Thane in favour of the said purchaser Mr. Naresh Sudama Khetwani, thereby substituting, assigning and transferring all the powers and authority granted by the said Mantri family in respect of the said larger Property. Pursuant to the above, vide Mutation Entry No. 2553 of Kothat Village the name of said Naresh Sudama Khetwani was entered in the record of rights of said larger property as the Owner thereof.

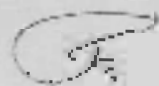
8. Under Sanction of Development dated 11.01.2011 bearing V. P. No. SO5/0033/10/TMC/TDO/0333/11, the TMC had initially granted development permission to the said larger property (141/5) inclusive of said Sixth Property and Sub-Plot D together with other adjacent properties. Meanwhile, by an order bearing No. Rev/K-1/T-1/NAP/ SR/06/2011 dated 19.04.2011, the Collector, Thane granted non-agricultural permission to the said larger Property (141/5) together with other adjacent properties.
9. The Competent Authority and Additional Collector, ULC, Thane Agglomeration, Thane has by letter/order No.ULC/TA/M.A/SR-19/119 dated 06.02.2012 issued to said Mr. Naresh Sudama Khetwani confirmed that the said larger property (141/5 totally admeasuring 3140 Sq. Mtrs.) is not included in any scheme under Section 20/21 of the erstwhile ULC Act.
10. By a registered Deed of Conveyance dated 18.06.2012 (TNN-5/5347/2012) said Naresh Sudama Khetwani (Owner therein) has with confirmation from M/s. Darshan Enterprises, sold and transferred the portion admeasuring 1210 Sq. Mtrs. out of said larger property (141/5), identified as Sub-Plot D, to Sri Parmeshwar Shikram Gaskal, which portion is not a subject matter of this title-certificate.
11. Accordingly, by virtue of Agreement for Sale dated 15.02.2012 registered with the Sub-registrar of Assurances, Thane at S. No. INN-5/01438/2012 on 15.02.2012 (hereinafter referred to as the said "FOURTH AGREEMENT") and Deed of Conveyance dated 27.06.2012 registered at S. No. INN-5/5316/2012 on 05.07.2012 (hereinafter referred to as the said "FIFTH AGREEMENT"), the said Naresh Sudama Khetwani (Owner therein) has with due confirmation from M/s. Darshan Enterprises (Confirming Party therein), sold and transferred to M/s. Concord Builders (Purchasers therein), the said Sixth Property i.e. balance 1930 Sq. Mtrs out of Survey No. 141/5) on the terms and conditions and for the consideration as stated therein. The said Naresh



Sudama Khotwani has also executed an Irrevocable Power of Attorney notarized and authenticated at S. No. 159 on 15.02.2012 before the Sub-registrar of Assurances, Thane-5, in favour of Mr. Suresh Ramesh Parmar, Partner of M/s. Concorde Builders, with the powers and authority as stated therein. Pursuant to the above, the name of M/s. Concorde Builders has been entered in the record of rights of said larger property under Mutation Entry No. 775b of Village, Kolshet, Thane, in respect of 1930 sq. mtrs., i.e. the said Sixth Property out of the said larger property (141/5) totally admeasuring 3140 sq. mtrs.

G. History of Property bearing Survey No. 141/b(2) formerly Survey No. 141/6A admeasuring 910 sq. mtrs., Village: Kolshet, Taluka and District Thane, (hereinafter referred to as the "SAID SEVENTH PROPERTY"):-

1. At all material times one Dharma Pooja Gharat, was the owner of and well and sufficiently entitled to and seized and possessed of the Said Seventh Property.
2. Pursuant to demise of Dharma Pooja Gharat on 27.11.1995, as per Mutation Entry No. 7014 of Village: Kolshet, Thane, the names of his legal heirs viz:- (i) Motiram Dharma Gharat (since deceased), (ii) Harichandra @ Harishchandra Dharma Gharat (iii) Mrs. Shobhabai Keshhu Bhoir (iv) Mrs. Vasanti Anant More (v) Mrs. Premabai Haridas Joshi, were recorded as the owners of the said Seventh property.
3. Pursuant to demise of Motiram Dharma Gharat on 06.09.2000, as per Mutation Entry No. 2538 of Village: Kolshet, Thane the names of his legal heirs, viz:- (i) Meena Motiram Gharat (ii) Rushni Ganesh Bhoir (iii) Kiran Motiram Gharat and (iv) Suresh Motiram Gharat, were recorded as the co-owners of the said Seventh property.
4. Presently (i) Harichandra @ Harishchandra Dharma Gharat (ii) Mrs. Shobhabai Keshhu Bhoir (iii) Mrs. Vasanti @ Sangita Anant More (iv) Mrs. Premabai Haridas Joshi, (v) Meena Motiram Gharat (vi) Rushni Ganesh Bhoir (vii) Kiran Motiram Gharat and (viii) Suresh Motiram Gharat, are the Owners of the Said Seventh Property and are hereinafter individually and/or collectively and/or as the context may so demand referred to as the "Said Gharat Family".
5. Under a Development Agreement dated 21.04.2005, registered with the Sub-Registrar of Assurances at Thane under serial no. TNN-5/3420/2005 (hereinafter referred to as the said "FIRST AGREEMENT"), the said Gharat family (Owners therein), granted development rights in respect of the said



Seventh property to Shri Jaihind Kisan Bhoir (the Developer therein), on the terms and conditions stated therein. Pursuant to the aforesaid Development Agreement dated 21.04.2005, the said Gharat family (Owners) also executed an Irrevocable Power of Attorney in favour of said Mr. Jaihind Kisan Bhoir to do all acts, deeds, matters and things in respect of the said seventh property, which is duly authenticated at Serial no. 432 on 21.04.2005 before the Sub-Registrar of Assurances, Thane.

6. Under a Development agreement dated 17.04.2007, registered with the Sub-Registrar of Assurances, Thane at S. No. TNN-2/2807/2007 on 17.04.2007 (hereinafter referred to as the said "SECOND AGREEMENT"), the said Mr. Jaihind Kisan Bhoir (Assignor therein) assigned and transferred the development rights of the Said Seventh Property to M/s. Om Janvi Construwell, a registered partnership firm (the Assignee therein) represented through its partners Shri. Suraj M. Narshana and Shri. Dhiraj G. Patel, at and for the consideration and upon the terms and conditions stated therein. Pursuant to the said Second Agreement, the said Jaihind Kisan Bhoir also executed an Power of Attorney in favour of the said Shri Suraj M. Narshana and Shri Dhiraj G. Patel, Partners of M/s. Om Janvi Construwell, which is notarized and authenticated before the Sub-Registrar of Assurances at Thane at Serial No. 376 on 17.04.2007.
7. Meanwhile, upon attaining majority, Suraj Motiram Gharat (member of said Gharat family), executed a Confirmation cum Supplement Agreement dated 02.02.2010, registered with the Sub Registrar of Assurances at S. No. TNN-2/01579/2010 (hereinafter referred to as the said "THIRD AGREEMENT"), in favour of the said Jaihind Kisan Bhoir confirming execution of the said First Agreement. The said Suraj Motiram Gharat also executed an Power of Attorney in favour of the said Jaihind Kisan Bhoir, which is authenticated before the Sub-Registrar of Assurances, Thane at Serial No. 90 on 02.02.2010.
8. Under Deed of Assignment of Development Rights dated 29.03.2010 registered with the Sub-registrar of Assurances, Thane at S. No. TNN-S/03682/2010 on 05.04.2010 (hereinafter referred to as the said "FOURTH AGREEMENT"), M/s. Om Janvi Construwell (Assignors therein) assigned and transferred the development rights of the said Seventh Property to M/s. Darshan Enterprises, a firm of partnership (the Assignee therein), on the terms and conditions and for the consideration stated therein. The said Fourth Agreement was duly confirmed by the said Gharat family (the First Confirming Party therein) and Mr. Jaihind Kisan Bhoir (the Second Confirming Party therein). The partners of M/s. Om Janvi Construwell further executed a substituted Power of Attorney in favour of partners of M/s. Darshan Enterprises which is authenticated at Serial No. 310 on 06.04.2010



before the Sub-registrar of Assurances at Thane. Similarly said Jaihind Kishan Bhoir also executed a substituted Power of Attorney in favour of the partners of M/s. Darshan Enterprises which is authenticated at Serial No. 311 on 05.04.2010 before the Sub-registrar of Assurances at Thane.

9. Under a Deed of Confirmation dated 11.06.2010, registered with the Sub-registrar of Assurances at Thane at S. No. TNN 5/06480/2010 (hereinafter referred to as the said "FIFTH AGREEMENT"), made between the said Gharat family (Owners therein) in favour of M/s. Darshan Enterprises (Developers therein), the said Gharat family confirmed execution of the aforesaid First and Second and Fourth Agreements for grant/transfer of development rights of the said seventh property, in favour of M/s. Darshan Enterprises and further confirmed their willingness to accept consideration in the form of constructed residential flats admeasuring 1429 Sq. ft. (carpet area) out of the 2874 Sq.ft., (Carpet Area) to be allotted by M/s. Darshan Enterprises, to the said Jaihind Kisan Bhoir. The said Gharat family also executed an Power of Attorney in favour of partners of M/s. Darshan Enterprises, with full powers as stated therein in respect of the said seventh property, which is duly authenticated at S. No. 534 on 11.06.2010 before the Sub-registrar of Assurances, Thane.
10. The development of the said seventh property is subject to the scheme passed under Section 70/21 of the erstwhile ULC Act.
11. Under Sanction of Development dated 11.01.2011 bearing V. P. No. SCS/0033/10/TMC/TDD/0333/11, the TMC had initially granted development permission to the said Seventh Property together with other adjacent properties. Meanwhile, by an order bearing No. Rev/4-1/T-2/SAP/SR/06/2011 dated 19.04.2011, the Collector, Thane granted non-agricultural permission to the said Seventh Property together with other adjacent properties.
12. By and under an Agreement for Sale dated 15.02.2012 registered with the Sub-registrar of Assurances, Thane at S. No. TNN 5/01143/2012 on 15.02.2012 (hereinafter referred to as the said "SIXTH AGREEMENT"), the Owners, i.e. said Gharat Family (represented by their Constituted Attorneys - Naresh Sudama Khetwani, Partner of M/s. Darshan Enterprises), have sold and transferred unto M/s. Concorde Builders, a firm of partnership (Purchasers therein), the said seventh property together with its development rights on the terms and conditions and for the consideration as stated therein. In pursuance to the said Sixth Agreement, the said Naresh Sudama Khetwani & Suresh Devichand Jain have executed an irrevocable Power of Attorney in favour of Mr. Suraj (Ramesh Parmar, Partner of M/s. Concorde Builders, thereby substituting granting and assigning all their



powers and authority as stated therein in respect of the said Seventh Property, which is notarized and authenticated before the Sub-registrar of Assurances, Thane 5 at Serial No. 158 on 15.02.2012.

14. Pursuant to the above, the said M/s. Concorde Builders, have acquired development rights of the said Seventh property and agreed to purchase the said Seventh Property in terms of the said Sixth Agreement, subject to the liability to allot free of cost, constructed total residential premises admeasuring 2874 Sq. Ft. (Carpet Area) to said Mr. Jaihind Kisan Bhoir out of which residential premises admeasuring 1,429 Sq. Ft (carpet area) is to be allotted to the said Ghurat family.

H. Whereas the said First, Second, Third, Fourth, Fifth, Sixth and Seventh properties are all lying adjacent and contiguous to each other.

I. As stated hereinbefore, by an order passed by the Collector, Thane bearing No. Rev/K 1/T 1/NAP/ SR/05/2011 dated 19.04.2011, non-agricultural permission has been granted in respect of the following properties viz: said First Property (120/3), Second Property (140/6), Fifth Property (140/11), Sixth Property (141/5), and Seventh Property (141/6/2) of Village Kolshet, Thane. Requisite Non-agricultural permission for the said Third Property (140/7) and Fourth Property (140/9) is to be obtained from the Collector, Thane.

J. The Thane Municipal Corporation (TMC) has by its revised Sanction for Development Permission bearing V.P No. S05/0033/10/TMC/TDD/ 0509/12 dated 20.03.2012, approved development lay-out of property totally admeasuring 14540 Sq. Mtrs., comprising of the said First to Seventh Properties and also another adjacent property bearing Survey No. 141/6(1) (formerly Survey No. 141/5B admeasuring 1010 Sq. Mtrs.), which lay-out is sub-divided into Sub-Plots A, B, C, D & E, details whereof are as under:

- (1) SUB-PLOT A totally admeasuring 10507.85 sq. Mtrs., inclusive of FS in the form of Transferable Development Rights (TDR) granted in lieu of the DP reservation for Road and School as per the revised development lay-out; being the subject matter of this Title-certificate.
- (2) Sub-Plot B and Sub-Plot C separately demarcated in the aforesaid lay-out plan, which are not subject matter of this Title-certificate;
- (3) Sub-Plot 'D' being portion of land admeasuring 1210 Sq. Mtrs., out of Survey No. 141/5, separately demarcated in the aforesaid lay-out plan, which is not a subject matter of this Title-certificate.



- (4) SUB PLOT 'E' being portion of land admeasuring 1010 Sq. Mtrs., bearing Survey No. 141/6(1) (formerly Survey No. 141/6B) separately demarcated in the aforesaid revised lay-out plans, which is not a subject matter of this Title-Certificate.

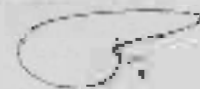
K. By a Deed of Devsation dated 02.04.2012 registered at S. No. TNN-5/3012/2012, M/s. Concorde Builders have transferred the portion of land affected by DP reservation of Primary School and DP road out of Survey Nos. 140/3 (said First Property), 140/7 (said Third property) and 140/11 (said Fifth Property), unto the Thane Municipal Corporation (TMC). The TMC has since by its latest sanction, issued Commencement Certificate No. V. P. No. 505/0003/10/ TMC/ TDD/ 0611/ 12 dated 18.05.2012, for development of the said Sub-Plot A comprised in the said First to Seventh Properties.

L. I have issued Public Notices dated 30.08.2012 in the daily newspapers "Free Press Journal", "Nav Shakti" and Thane Vaibhav, published on 30.08.2012, inviting objections and claims, if any, to the title of the M/s. Concorde Builders, to the said First to Seventh properties. However till this date, no objections have been received by me in response to the said public notices. I have also relied upon the search reports obtained by me through search-clerk in respect of the said First to Seventh properties and there are no encumbrances appearing in the search.

M. The only known encumbrances/liabilities upon M/s. Concorde Builders, for development of the said Sub-Plot A, are/were as under:-

- (a) Residential Flat admeasuring 847 Sq. Ft (Carpet Area) to be allotted to M/s. Darshan Enterprises, towards consideration for development of said Third and Fourth Property (Survey No. 140/7 & 140/9);
- (b) Liability to allot residential premises admeasuring 2874 Sq. Ft. (Carpet Area) for the benefit of said Mr. Jaihind Kisan Bhoir out of which premises admeasuring 1,479 Sq. Ft (carpet area) is to be allotted and handed over to the said Charat family, as stipulated in the terms and conditions for development of the said Seventh Property bearing Survey No. 141/6(2) (formerly 141/6A);
- (c) Conditions imposed under erstwhile ULC Act, for development of (i) Survey No. 140/7 i.e. said Third Property and (ii) Survey No. 141/6(2) (formerly Survey No. 141/6A) i.e. said Seventh Property;
- (d) Non Agricultural permission to be obtained for said Third and Fourth Property (Survey Nos. 140/7 & 140/9) and revised CC to be obtained subsequently for Sub Plot A.

N. I have relied upon a declaration submitted by M/s. Concorde Builders, that the various sale permissions, orders of revenue/statutory authorities, title deeds and/or Mutation Entries pertaining to said First to Seventh Properties are all valid



and subsisting till this date and that they are not under challenge before any judicial, quasi-judicial authorities and/or tribunals whatsoever. In discharge of their liability to pay consideration in the form of constructed area for said Third property (140/7), Fourth property (140/8) and Seventh property (bearing Survey No. 141/6(2) formerly 141/6A), M/s. Concorde Builders have under diverse letters of allotment, allotted requisite constructed area to M/s. Darshan Enterprises for onward allotment to said Iyind Kisan Bhoir and/or Bharat family. M/s. Darshan Enterprises have duly acknowledged receipt of the same. M/s. Concorde Builders have declared that, save and except the liabilities as aforesaid, they have paid the full consideration and also fulfilled all their obligations towards their predecessors-in-title of the said First to Seventh Properties and further that they are in lawful and physical possession of the said properties without any obstruction, claim and/or demand from any person whatsoever.

O. Subject to what is stated hereinbefore, I am of the opinion that the title of M/s. Concorde Builders to the said Sub-Plot A comprised within the aforesaid First to Seventh properties and/or the development rights thereof is clear, marketable and free from encumbrances and I further certify that that M/s. Concorde Builders, are entitled to develop the said Sub-Plot A in accordance with the sanctioned building plans.

Yours faithfully,



PRADEEP S. PILLAI,
Advocate