

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

1. Prior to the year 1965, one Krushnaji alias Krushnarao Pandurang Barve ("**KPB**") was entitled to all the right, title and interest in agricultural land bearing Old Survey No.33 (area not known as a copy of the document and the concerned land records were not available) situated at Village Kambalgaon, Taluka Palghar, District Thane, within in the Registration District of Thane and Registration Sub District Palghar, Thane, Maharashtra ("**Larger Land**").
2. By and under the Deed of Conveyance dated March 11, 1965 [registered at Serial No.48 in Volume No.352 at page 358 on March 15, 1965 with the office of the Sub Registrar, Palghar] executed between KPB as the seller therein and Rustom Khodad Irani ("**RKI**") as the purchaser therein, KPB transferred all his right, title and interest in the Larger Land in favour of RKI for the consideration as contained therein. Accordingly, the name of RKI was mutated in the land records of Village Kambalgaon, Taluka Palghar as the owner of Larger Land vide Mutation Entry No.120 dated March 22, 1965 (sanctioned by the Circle Officer, Boisar on March 24, 1965).
3. By and under the Deed of Conveyance dated February 6, 1966 [registered at Serial No.74 in Volume No.354 at page 110 on February 28, 1966 with the office of the Sub Registrar, Palghar] ("**BRD Conveyance Deed**") executed between RKI as the seller therein and Behram Rustom Dahmubed ("**BRD**") as the purchaser therein, RKI transferred all his right, title and interest in the Larger Land in favour of BRD for the consideration as contained therein. Accordingly, the name of BRD was mutated in the land records of Village Kambalgaon, Taluka Palghar as the owner of Larger Land vide Mutation Entry No.122 (date not legible). As per the BRD Conveyance Deed, the area of the Larger Land was mentioned as 33 Acres and 12 Gunthas along with Potkharaba land admeasuring 20 Gunthas.
4. In the year 1974, BRD made an intimation application to the revenue authorities for mutation and transfer of two parts of lands one bearing Survey No.33 (part) admeasuring about 11 Acres and another part bearing Survey No.33 (part) also admeasuring about 11 Acres out of the Larger Land in the name of his two sons (i) Farhang Behram Dahmubed ("**FBD**") and (ii) Jehangir Behram Dahmubed ("**JBD**") respectively. However, no conveyance was executed and registered transferring the aforesaid two parts of lands in favour of FBD and JBD. Pursuant to the aforesaid application of BRD, the names of FBD and JBD were mutated in the land records of Village Kambalgaon, Taluka Palghar as owners of the respective parts of lands out of the Larger Land vide Mutation Entry No.151 dated October 16, 1974.
5. In the year 1977, consolidation proceedings were effected in the revenue Village Kambalgaon. During the aforesaid consolidation proceedings the survey of the entire Village of Kambalgaon was carried out and on December 8, 1977 and pursuant to the Order of the Consolidation Officer, Thane 2, rectification of Form No.12 was carried out. As per the aforesaid rectification, the Larger Land i.e Survey No.33 admeasuring 13 Hectares 68 Ares was subdivided into three parts as follows:

Survey No.	Hissa No.	Area	Name of the holder
33	1	4 Hectares 78 Ares (including Potkharaba)	BRD
33	2	4 Hectares 45 Ares (including Potkharaba)	JBD
33	3	4 Hectares 45 Ares (including Potkharaba)	FBD

Survey No.33 Hissa No.1 is hereinafter referred to as “**Land No.1**”, Survey No.33 Hissa No.2 is hereinafter referred to as “**Land No.2**”, and Survey No.33 Hissa No.3 is hereinafter referred to as “**Land No.3**”. Accordingly, the names of BRD as the kabjedar/holders of Land 1, JBD as the kabjedar/holders of Land No.2 and FBD as the kabjedar/holders of Land No.3 were mutated in the land records vide Mutation Entry No.163 dated December 8, 1977.

6. As per Mutation Entry No.1 dated October 14, 1977, during the consolidation proceedings, the Additional Deputy Director, Land Records (Mumbai Division) passed an Order [bearing No.KN.S.R-16(Thane)77] dated March 21, 1977 to sanction the scheme of amalgamation of the lands of Village Kambalgaon, Taluka Palghar bearing Gat Nos.1 to 70. Further, pursuant to the notification in the Government Gazette Part 1 page 505, the said scheme came into effect from March 31, 1977 and the aforesaid Gat Nos. of Village Kambalgaon were included in the scheme. As per the aforesaid scheme, Land No.1 was given Gat No.50, Land No.2 was given Gat No.51 and Land No.3 was given Gat No.52.
7. As per Mutation Entry No.26 dated November 5, 1999 pursuant to the Government Notification dated March 21, 1978, the Larger Land was included in the affected area for the Surya Project and therefore the Larger Land was subject to the provisions of Section 12 of the Maharashtra Resettlement of the Project Displaced Persons Act, 1976. As per the aforesaid Mutation Entry, there was a restriction placed on the owners of the lands affected by the Surya Project including the Larger Land that such lands were not to be sold without the prior permission of the District Collector. The noting of the aforesaid notification and restriction was made in the other rights column of the 7/12 Extract pertaining to the Larger Land.
8. BRD expired prior to the year 2008. After his death, as per his last Will and Testament dated February 3, 2005 [registered at Serial No.1075/2005 with the office of the Joint Sub-Registrar, Mumbai-3], BRD bequeathed Land No.1 to his wife Mrs. Morwarid Dahmubed Chami alias Mrs. Morwarid Behram Dahmubed (“**MDC**”) and the name of MDC was mutated as the owner of Land No.1 vide Mutation Entry No.51 dated January 7, 2008. However, no probate of the said Will and Testament dated February 3, 2005 was obtained.
9. As per Mutation Entry No.48 dated January 7, 2008, the Surya Project was completed and the Larger Land was not requisitioned or acquisitioned for the purpose of the aforesaid Project. As the work of resettlement of the affected persons was complete and there was no requirement of additional land for the said purpose, pursuant to the Order dated August 29, 2007 passed by the Revenue Department, the restriction on the sale of Larger Land as set out in paragraph 7 above was deleted from the other rights column of the 7/12 extract pertaining to the Larger Land.
10. By and under the Registered Deed of Conveyance dated August 29, 2011 [registered at Serial No.PLR/6017/2011 with the office of the Sub Registrar, Palghar on August 29, 2011] (“**Land No.1**

Conveyance Deed”) executed between MDC as the seller therein and (A) Messrs Viva Patil Real Estate (“**VPRE**”) [acting through its partners (i) Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil] and (B) Messrs Dreams Realty (“**DR**”) [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and Mr. Ramesh Hamirmal Bafna] as the purchasers therein, MDC transferred all her right, title and interest in the Land No.1 in favour of VPRE and DR for the consideration as contained therein. Accordingly, the name of VPRE represented by Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil was mutated in 7/12 Extract vide Mutation Entry No. 107 dated September 13, 2011.

11. By and under the Deed of Conveyance dated August 29, 2011 [registered at Serial No.PLR/6016/2011 on August 29, 2011 with the office of the Sub Registrar, Palghar] (“**Land No.2 Conveyance Deed**”) executed between JBD as the seller therein and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] as the purchasers therein, JBD transferred all his right, title and interest in the Land No.2 in favour of VPRE and DR for the consideration as contained therein. Accordingly, the name of VPRE represented by Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil was mutated in 7/12 Extract vide Mutation Entry No. 108 dated September 13, 2011.
12. By and under the Deed of Conveyance dated August 29, 2011 [registered at Serial No.PLR/6018/2011 August 29, 2011 with the office of the Sub Registrar, Palghar] (“**Land No.3 Conveyance Deed**”) executed between FBD as the seller therein and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] as the purchasers therein, FBD transferred all his right, title and interest in the Land No.3 in favour of VPRE and DR for the consideration as contained therein. Accordingly, the name of VPRE represented by Mr. Mehul Deepak Thakur and Mr. Nitin Narayan Patil was mutated in 7/12 Extract vide Mutation Entry No. 109 dated September 13, 2011.
13. Upon an application made by VPRE and DR to the office of the Additional Collector, Thane (“**Collector**”) for conversion of the user of Land No.1, Land No.2 and Land No.3 from agricultural to non-agricultural purpose, the user of Land No.1, Land No.2 and Land No.3 was converted from agricultural to non-agricultural residential and commercial purpose pursuant to the Order dated July 9, 2012 passed by the Collector (“**NA Order**”) to the extent and subject to the reservations, terms and conditions stated therein and as also recorded in Mutation Entry No. 115 dated August 7, 2012. Further, upon an application made by VPRE and DR to the office of the Deputy Inspector of Land Records, Palghar (“**DILR**”) for amalgamation and subdivision of Land No.1, Land No.2 and Land No.3, the office of DILR approved the aforesaid amalgamation and sub-division and communicated the same to the office of the Tahshildar, Palghar vide its Letter dated October 29, 2012 and to the Collector vide its Letter dated November 19, 2012. Land No.1, Land No.2 and Land No.3 were amalgamated and sub-divided into five portions of lands and renumbered as follows:

Renumbered Description	Area
Gat No.50 Plot No.1	59,334.30 square meters
Gat No.50 Plot No.2	68,456.58 square meters
Gat No.50 Hissa No.3	0 Hectares 82 Ares
Gat No.51	0 Hectare 3 Ares 28 Paike
Gat No.52	0 Hectare 4 Ares 81 Paike

Accordingly, Mutation Entry No. 124 dated November 21, 2012 came to be passed.

The aforesaid freehold non-agricultural land bearing Gat No.50 Plot No.1 and admeasuring around 59,334.30 square meters, more particularly described in the Schedule below, is hereinafter referred to as “the Land”.

14. Pursuant to the aforesaid amalgamation and sub-division, the existing public road identified as Grameen Road No.49 located on the land bearing New Gat No.52 (“Existing Road”) belonging to VPRE and DR, cut through the Land physically dividing the Land into two parts (i) one admeasuring around 58,731.67 square meters, and another admeasuring around 602.63 square meters.
15. By and under the Deed of Conveyance dated April 15, 2013 [registered at Serial No. PLR/3282/2013 on April 15, 2014 with the office of the Sub Registrar, Palghar] executed between (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] as the vendors therein, and our client Mahindra Lifespace Developers Limited (a company incorporated and registered under the Companies Act, 1956, and having its Registered Office at Mahindra Towers, 5th Floor, Worli, Mumbai 400 018, hereinafter referred to as “MLDL”) as the purchaser therein, the said VPRE and DR sold, transferred, and conveyed the Land unto MLDL. Accordingly, the name of MLDL came to be reflected in the 7/12 Extract vide Mutation Entry No. 140 dated June 5, 2013 as the owner of the Land.
16. By and under the Deed of Right of Way dated April 15, 2013 [registered at Serial No. PLR/3283/2013 on April 15, 2014 with the office of the Sub Registrar, Palghar] read along with the Deed of Rectification dated June 26, 2013 [registered with the the Sub Registrar, Palghar at Serial No. 5746/2013 on June 26, 2013] executed between MLDL as the Grantor therein, and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] collectively referred to as “the Grantee” therein, MLDL granted to VPRE and DR the right of way over 15 meter wide strip of land totally admeasuring about 6,000 sq. mtrs. comprised in the Land and connecting the Existing Road to the land bearing Gat No. 50 Plot No. 2 admeasuring around 68,456.58 sq. mtrs. owned jointly by VPRE and DR.
17. By and under an Agreement dated April , 2013 [registered at Serial No. 5745/2013 on June 26, 2013 with the Sub-Registrar, Palghar] and executed between MLDL, and (A) VPRE [acting through its partners (i) Mr. Mehul Deepak Thakur and (ii) Mr. Nitin Narayan Patil] and (B) DR [acting through its partners (i) Mr. Dilipkumar Jaswantraj Shah and (ii) Mr. Ramesh Hamirmal Bafna] collectively referred to as “the Prior Owners” therein, the parties thereto agreed to the utilization of an increase in the development potential of the Land on and from the date of execution thereof on the terms and conditions therein contained.
18. By and under the Order dated June 3, 2014 bearing No. Mahasul/ Kasksha-1/Te.-1/ NAP/SR-152/2013, issued by Collector the aforesaid NA Order dated July 9, 2012 was revised subject to the reservations, terms and conditions therein stated for a residential project.
19. On behalf of our client, MLDL, we have investigated its title to the Land more particularly described in the Schedule below by causing searches to be taken at the office of the relevant Sub-Registrar of Assurances, and on the portal of the Ministry of Corporate Affairs. We have also issued Public Notices in Palghar Sakal Today and Free Press Journal dated December 29, 2014 inviting claims, if any, in respect of the Land. We have also rendered requisitions on title to

MLDL. Based on the documents provided to us, the said searches, and the representations made to us, we are of the opinion that subject to the foregoing MLDL is the owner of the Land and its title to the Land is clear, marketable, and free from all encumbrances.

The Schedule Referred to Above

All those pieces and parcels of freehold non-agricultural land bearing New Gat No.50 Plot No.1 admeasuring 59,334.30 square meters (equivalent to approximately 14.66 Acres) [originally comprised within (1) Gat No.50 Hissa No.1 admeasuring 3 Hectares 96 Ares, (2) Gat No.50 Hissa No.2 admeasuring 0 Hectares 82 Ares, (3) Gat No.51 admeasuring 4 Hectares 45 Ares and (4) Gat No.52 admeasuring 4 Hectares 45 Ares prior to its amalgamation and subdivision] situate, lying and being at Village Kambalgaon, Taluka Palghar, District Thane, and within Registration District of Thane and Registration Sub-District Palghar and within the area of Grampanchayat Kambalgaon, Thane, Maharashtra bounded as follows:

On the East: By Gat No. 50 Plot No. 2, Village Kambalgaon,
On the West: Partly by Existing Road, and partly by boundary of Panchali Village,
On the North: By Gat No. 49, Village Kambalgaon, and
On the South: By boundary of Padghe Village.

Dated this 21st day of January, 2015

For Kochhar & Co.



Partner