

had agreed to assign their 40% development rights of the said **Area Admeasuring 37,040 sq.mtrs., i.e. equivalent to 45,279 sq.yds.**, comprising the lands bearing **a)** Old S. No. 430, New S. No. 95, Hissa No. 2(pt), Admeasuring 4000 sq.mtrs., **b)** Old S. No. 431, New S. No. 93, Hissa No. Nil, Admeasuring 11360 sq.mtrs., **c)** Old S. No. 432, New S. No. 94, Hissa No. Nil, Admeasuring 11680 sq.mtrs., **d)** Old S. No. 433, New S. No. 92, Hissa No. 3(pt), Admeasuring 9000 sq.mtrs., situate lying and being at revenue village Navghar, Bhayander (E), Tal. & Dist. Thane, to M/s. Ravi Developments, at the price and on the terms & conditions therein contained,

And Whereas by a Development Agreement dated 18/10/2006, the said 1) Mr. Nandlal G. Bhutra, 2) Mr. Madanlal G. Bhutra, 3) Mr. Rameshchandra G. Bhutra, 4) Mr. Maheshchandra G. Bhutra, 5) Mr. Ramawtar G. Bhutra, 6) Mr. Manish Nandlal Bhutra, being the partners of the said M/s. Salasar Land Developers, the said M/s. Salasar Land Developers, in its turn agreed to assign their 60% development rights of the said properties **Area Admeasuring 37,040 sq.mtrs., i.e. equivalent to 45,279 sq.yds.**, comprising the lands bearing **a)** Old S. No. 430, New S. No. 95, Hissa No. 2(pt), Admeasuring 4000 sq.mtrs., **b)** Old S. No. 431, New S. No. 93, Hissa No. Nil, Admeasuring 11360 sq.mtrs., **c)** Old S. No. 432, New S. No. 94, Hissa No. Nil, Admeasuring 11680 sq.mtrs., **d)** Old S. No. 433, New S. No. 92, Hissa No. 3(pt), Admeasuring 9000 sq.mtrs., situate lying and being at revenue village Navghar, Bhayander (E), Tal. & Dist. Thane, to M/s. Ravi Developments, at the price and on the terms & conditions therein contained.

MIRA ROAD : Off. No. 1, Bldg. P/10, 1st Floor, Siddharth Nagar, Sheetal Nagar, Mira Road (East) - 401 107.
VASAI : 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

And Whereas by a Development Agreement dated 15/1/2007, registered in the office of Sub-Registrar, Thane, Under Serial No. TNN-10/03385/2007, Dated 12/4/2007, the said M/s. Ravi Developments, had assigned, transferred & sold all their rights, titles, interests & shares in the said **Area Admeasuring 37,040 sq.mtrs., i.e. equivalent to 45,279 sq.yds.**, comprising the lands bearing **a)** Old S. No. 430, New S. No. 95, Hissa No. 2(pt), Admeasuring 4000 sq.mtrs., **b)** Old S. No. 431, New S. No. 93, Hissa No. Nil, Admeasuring 11360 sq.mtrs., **c)** Old S. No. 432, New S. No. 94, Hissa No. Nil, Admeasuring 11680 sq.mtrs., **d)** Old S. No. 433, New S. No. 92, Hissa No. 3(pt), Admeasuring 9000 sq.mtrs., situate lying and being at revenue village Navghar, Bhayander (E), Tal. & Dist. Thane, to Mr. Harshad Poonamchand Doshi, at the price and on the terms & conditions therein contained.

And Whereas the said Mr. Harshad Poonamchand Doshi, expired as on dated 14/8/2009, leaving behind Mrs. Madhu Harshad Doshi, his wife as the only surviving legal heir entitled to all that estates & properties of the deceased.

And Whereas by a Agreement For Land Development Rights dated 13/7/2010, registered in the office of Sub-Registrar, Thane, Under Serial No. TNN-5/07957/2010, Receipt No. 8167, Dated 21/7/2010, at the office of Sub-Registrar Thane No. - 5, the said Mrs. Madhu Harshad Doshi, had assigned, transferred & sold all her/their development rights of **Area Admeasuring 1,63,568.00 sq.ft.**, which consist of **Building No. 15, Type - E3, Area Admeasuring 57145.00 sq.ft. And Building No. 16, Type - H2, Area Admeasuring 24639.00 sq.ft., And Building No. 17, Type - E2,**

Area Admeasuring 57145.00 sq.ft., And Building No. 18, Type – H2, Area Admeasuring 24639.00 sq.ft., of FSI to be constructed in the layout of lands bearing **a)** Old S. No. 430, New S. No. 95, Hissa No. 2(pt), Admeasuring 4000 sq.mtrs., **b)** Old S. No. 431, New S. No. 93, Hissa No. Nil, Admeasuring 11360 sq.mtrs., **c)** Old S. No. 432, New S. No. 94, Hissa No. Nil, Admeasuring 17680 sq.mtrs., **d)** Old S. No. 433, New S. No. 92, Hissa No. 3(pt), Admeasuring 9000 sq.mtrs., situate lying and being at revenue village Navghar, Bhayander (E), Tal. & Dist. Thane, to M/s. Happy Home Residency, Represented by its partners 1) Mr. Nalin Sheth, 2) Mr. Viraj Sheth, at the price and on the terms & conditions therein contained, which is valid legal & subsisting.

And Whereas by Supplementary Agreement For Land Development Rights dated 25/4/2012, registered in the office of Sub-Registrar, Thane, Under Serial No. TNN-7/03297-2012, Receipt No. 3307, Dated 4/5/2012, at the office of Sub-Registrar Thane No. – 7, as per mutual discussion & settlement arrived by and between Mrs. Madhu H. Doshi And M/s. Happy Home Residency, Represented by its partners 1) Mr. Nalin Sheth, 2) Mr. Viraj Sheth, the said Mrs. Madhu Harshad Doshi, had assigned, transferred & sold all her/their development rights of **Area Admeasuring 1,63,568.00 sq.ft.**, which consist of **Building No. 15, Type – E3, Area Admeasuring 57145.00 sq.ft. And Building No. 16, Type – H2, Area Admeasuring 24639.00 sq.ft., And Building No. 17, Type – E2, Area Admeasuring 57145.00 sq.ft., And Building No. 18, Type – H2, Area Admeasuring 24639.00 sq.ft., of FSI** to

be constructed in the layout of lands bearing **a)** Old S. No. 430, New S. No: 95, Hissa No. 2(pt), Admeasuring 4000 sq.mtrs., **b)** Old S. No. 431, New S. No. 93, Hissa No. Nil, Admeasuring 11360 sq.mtrs., **c)** Old S. No. 432, New S. No. 94, Hissa No. Nil, Admeasuring 17680 sq.mtrs., **d)** Old S. No. 433, New S. No. 92, Hissa No. 3(pt), Admeasuring 9000 sq.mtrs., situate lying and being at revenue village Navghar, Bhayander (E), Tal. & Dist. Thane, to M/s. Happy Home Residency, Represented by its partners 1) Mr. Nalin Sheth, 2) Mr. Viraj Sheth, at the agreed additional price over and above the consideration amount as per Agreement For Land Development Rights dated 13/7/2010, and on the revised terms & conditions therein contained, which is still valid legal & subsisting.

And Whereas the Addl. Collector and Competent Authority, Thane has passed an Order Under Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976, in respect of the surplus land being a portion of lands bearing Survey No. 431, 432, 433/(pt) & 435/(pt), of revenue village Navghar, Bhayander (E), Tal. & Dist. Thane, vide an Order No. ULC/TA/ATP/WSHS-20/SR-320, Dated 17/7/1995, And Order No. ULC/TA/ATP/WSHS-20/SR-1830, Dated 18/10/2007, And Order No. ULC/TA/ATP/WSHS-20/SR-1525, Dated 10/10/2007.

And Whereas the Additional Collector and Competent Authority Thane had also granted N. A. Permission in respect of the said properties Vide Order No. REVENUE/K-1/T-1/NAP/SR-184/2007, Dated 20/9/2007.

And Whereas the Fire Bridge Department has issued N.O.C. Letter No. MNP/AGNI/56/2011-12, Dated 3/5/2011, in respect of the building to be constructed on the said properties.

And Whereas the Mira Bhayander Municipal Corporation had granted Commencement Certificate to commence with the work of the construction of Buildings No. 15, 16, 17 & 18, on the layout of the said properties Vide its Letter No. MB/MNP/NR/707/2009-10, Dated 30/5/2009.

And Whereas the Mira Bhayander Municipal Corporation has granted Revised Commencement Certificate to commence with the work of the construction of Building No. 15, Stilt + 12th Upper Floors, Admeasuring 4184.15 sq.mtrs., And Building No. 16, Stilt + 12th Upper Floors, Admeasuring 1815.70 sq.mtrs., on the layout of the said properties Vide its Letter No. MB/MNP/NR/2585/2015-16, Dated 29/9/2015.

And Whereas for the purpose of this report on title, I have relied upon the following:

- i) Information relating to lineage on the basis of revenue records as well as copies of title documents provided to me by the said Developers.

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- ii) Copy of 7/12, 6/12 & 8-A Extract in respect of the said properties,
- iii) Information by the Developers that the said properties are not subject matter of any suit/litigation in any Court of Law in India, Revenue Department, and/or the competent authorities.

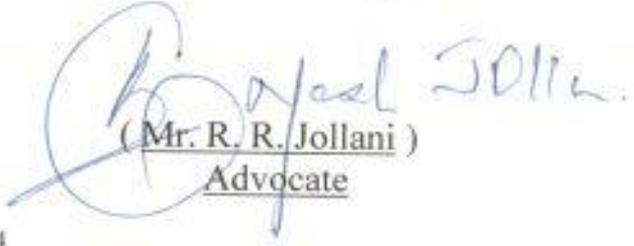
And Whereas even though this document is titled as Title Certificate it is in fact an opinion based on copies of the title documents perused by me and same is based on the assumption that :

- i) of the legal capacity of all natural persons, authenticity of 7/12, 6/12 & 8-A Extract copies of the properties, submitted to me,
- ii) there have been no amendments or changes in the 7/12, 6/12 & 8-A Extract copies of the properties, documents examined by me,
- iii) the accuracy and completeness of all the factual representations made in the 7/12, 6/12 & 8-A Extract copies of the properties.
- iv) the accuracy and completeness of all the factual representations made in the copies of sanctioned, permissions from the competent authorities of the said properties.
- v) the above referred Agreement Deeds, permissions & sanctions from the competent authorities, are still valid legal & subsisting and not cancelled.

And Whereas I am not certifying the boundaries of the said properties and/or physical condition of the said properties since I have not visited the said properties.

On the whole from the Search Taken out by Search Clerk Mr. Sanjay Gomane, at the office of Sub-Registrar Bhayander/Mire/Thane, Talati Office, Bhayander (E), and on the basis and inspection of documents produced before me and the information provided by the Developers that the said properties are not subject matter of any suit/litigation in any Court of Law in India, Revenue Department, and/or the competent authorities and there have been no amendments or changes to the documents examined by me, considering the above facts and the said documents are genuine and not fabricated and/or forged and not cancelled. Subject to what is stated above without prejudice in my opinion the title of the Developers in respect of part portion of properties are absolutely clear & marketable, free from all encumbrances and reasonable doubts and the said Developers M/s. Happy Home Residency, is entitled to develop the said properties by constructing building thereon, subject to the permission, sanctions and approvals to be granted by the authority concerned and shall also be entitled to sell the constructed premises in the said buildings to the intending purchasers thereof.

Yours Faithfully,


(Mr. R. R. Jollani)
Advocate