

Ref. No. : T/318 /2017

Date :

TO WHOMSOEVER IT MAY CONCERN:

Re: The immovable property being the piece or parcel of land admeasuring 14,117.9 square metres or thereabouts forming part of the plot bearing Survey No.16 (Part) and 19 (Part) corresponding to C.T.S. No.170 of Akurli Village, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

This certificate is being issued on behalf of our clients Acme Housing India Private Limited, a Company, incorporated under the Companies Act, 1956 (hereinafter referred to as “**Acme**”) and Messrs. Glomore Constructions, a partnership firm, registered under the Indian Partnership Act, 1932 in respect of the piece or parcel of land admeasuring 14,117.9 square metres or thereabouts forming part of the plot bearing Survey No.16 (Part) and 19 (Part) corresponding to C.T.S. No.170 of Akurli Village, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as “**the Project Property**”). In furtherance to our previous Title Certificates dated 24th April, 2010, 9th November, 2012 and 11th May, 2016 on behalf of Acme and for the purpose of this Certificate on behalf of Acme and Glomore, we have taken further search of the record of rights from April, 2010 till 31st March, 2017 and have to state as follows:

1. As detailed in our earlier certificates, the Project Property was acquired as under:

- (i) Glomore Constructions (hereinafter referred to as “**Glomore**”), a partnership firm, acquired the property admeasuring 16,716 square yards equivalent to 13,977 square meters or thereabouts, which is as per the City Survey Records admeasuring 14,117.9 square meters under the Conveyance dated 28th March, 2007 registered with the Sub-Registrar of Assurances at Bandra

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under Serial No.BDR-5/6060 of 2007 from the previous owners therein mentioned. Glomore thereupon notionally divided the property into two equal parts, one admeasuring 8442.5 square yards equivalent to 7058.9 square meters or thereabouts and the remaining portion admeasuring 8442.5 square yards equivalent to 7058.9 square metres or thereabouts was retained by Glomore to be developed by themselves (“**Glomore Property**”).

- (ii) Glomore by an Indenture of Conveyance dated 31st December, 2009 and registered in the Office of the Sub-Registrar of Assurances at Borivali under Serial No.BDR-16/89/2010 sold and conveyed the said notionally sub-divided portion admeasuring 8442.5 square yards equivalent to 7058.9 square metres or thereabouts to Acme (“**Acme Property**”).
- (iii) By an Agreement executed on 16th December, 2009 Glomore and Acme, agreed that both of them shall develop their respective notionally sub-divided plots in uniform manner as set out therein and accordingly Acme and Glomore are constructing and developing a residential project by the name and style of ‘**OASIS**’ (**the Project**) with minimum base floor FSI of 267,076 square feet and minimum saleable area of 473,401 square feet on the Project Property.
- (iv) By a Deed of Grant of Right of Way dated 7th March, 2011 and registered in the office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR-2/2098 of 2011 and executed between Messrs. Mahindra & Mahindra Limited, therein referred to as ‘MLDL’ of the One Part and Acme and Glomore, therein collectively referred to as ‘the Grantees’ of the Other Part, the said Mahindra & Mahindra Limited granted to Acme and Glomore, a right of way over the said land belonging to the said Mahindra & Mahindra Limited for their benefit to have an access to the main road as in detail set out in the said Deed of Grant of Right of Way.



2. On taking search of the record of rights and perusing various deeds and documents relating to the Project Property, it is revealed that the following encumbrances have been extinguished:

- (i) By a Deed of Mortgage dated 11th December, 2014 registered with the Sub-Registrar of Assurances at Borivali, under Serial No.BRL-6/9009/2014 Acme and Glomore mortgaged the Project Property with the structures, buildings and improvements standing thereon in present and in future along with present and future development rights as described therein in favour of IDBI Trusteeship Services Limited for the purpose of securing the issue of non-convertible debentures of Acme for an amount of Rs.95,00,00,000/- (Rupees Ninety Five Crores Only) subscribed by one Piramal Enterprises Limited. Further, by a Deed of Hypothecation dated 11th December 2014, all receivables, actionable claims, inventory, machinery, etc. were also hypothecated in favour of IDBI Trusteeship Services Limited. Pursuant to the repayment of the entire amount of Rs.95,00,00,000/- (Rupees Ninety Five Crores Only), payable by Acme in respect of the debentures issued by Acme, IDBI Trusteeship Services Limited issued a No Due Certificate dated 10th October, 2016. However, the TDS Certificate was pending at the time of issuance of the said No Due Certificate. We understand that the same has now been provided. Accordingly, IDBI Trusteeship Services Limited released, discharged and re-conveyed the Project Property to Acme and Glomore respectively vide a Deed of Re-conveyance dated 25th October, 2016 duly registered with the Sub-Registrar of Assurances at Borivali under Serial No.BRL-6/10527/2016. Form CHG-4 (Satisfaction of Charge) has been filed with the Registrar of Companies.
- (ii) By a Deed of Mortgage dated 31st March 2016 registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No.BRL-1/2977/2016



executed between Acme (therein referred to as the Company) of the First Part, Glomore (therein referred to as "Obligor 1") of the Second Part, one Mr. Paras Mehta (therein referred to as "Obligor 2") of the Third Part, one PSJ Infrastructures Private Limited (therein referred to as "Obligor 3") of the Fourth Part and one Alpex Corporate Services and Merchandising Private Limited (therein referred to as "Depositor") of the Fifth Part, Acme and Glomore created a first pari passu charge by way of mortgage over the Project Property together with the structures, buildings and improvements thereon in present and future along with present and future development rights forming part of the Project Property to secure the inter corporate deposit of an amount of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) given to Acme by the said Alpex Corporate Services and Merchandising Private Limited under an Inter Corporate Deposit Agreement dated 31st March 2016. Upon repayment of the aforesaid deposit together with interest, Alpex Corporate Services and Merchandising Private Limited issued a No Due Certificate dated 10th October, 2016. However, the TDS Certificate was pending at the time of issuance of the said No Due Certificate. We understand that Acme has provided the same to Alpex Corporate Services and Merchandising Private Limited. Form No.CHG-4 (Satisfaction of Charge) has been filed with the Registrar of Companies and a Deed of Reconveyance dated 27th October, 2016 in respect of the Project Property has been duly executed by Alpex Corporate Services & Merchandising Private Limited in favour of Acme and Glomore respectively. The said Deed of Reconveyance dated 27th October, 2016 has been duly registered with the Sub-Registrar of Assurances at Borivali under Serial No.BRL-6/10635/2016.

3. It is further revealed that the following encumbrance is existing on the Project Property:



- (i) By an Indenture of Mortgage dated 27th October, 2016 registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No.BRL-6/10639/2016 executed between Acme, Glomore, as 'Borrowers/Mortgagors', Evolute Solutions Limited, Rohinh P. Mehta & Others, an exclusive mortgage and charge has been created by Acme and Glomore in favour of L & T Infrastructure Finance Co. Ltd. on the Project Property together with present and future structure standing thereon (excluding units already sold), stock of raw materials, movable property in connection with project Oasis including plant and machineries etc. bank accounts, receivables, book debts, project documents, contracts, insurance proceeds, etc. TDR generating out of the Project Property or purchased or to be purchased for the said Oasis project, to secure the repayment of the financial facility of Rs.135,00,00,000/- (Rupees One Hundred Thirty Five Crores Only) granted by L & T Infrastructure Finance Co. Ltd. to Acme. Form CHG-1 has been filed with the Registrar of Companies.
4. In the circumstances, subject to the aforesaid encumbrances and charges created by Acme and Glomore, title to the Project Property in respect of Acme and Glomore, respectively is clear and marketable.
5. This certificate supersedes all other certificates issued by us.

Dated this 13th day of July, 2017.

For **HARIDAS & CO. ,**



Partner.
Advocates & Solicitors.