

Add: 604, A Wing,
Mahavir Exotica,
Mogharpada, Ghodbunder Road,
Thane - 400 615
Mob No. 8879689716

Sachin J. Katkar

(Advocate)

Roll No. : Mah/1231/2000

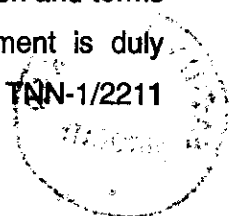
TO WHOMSOEVER IT MAY CONCERN

Re: - Development of property situate, lying and being at Village Vadavali, Taluka and District Thane bearing 1) Survey No. 21, Hissa No. 9 admeasuring 3240 sq. sq.mtr, 2) Survey No. 22, Hissa No. 5 admeasuring 2130 sq.mtr, 3) Survey No. 21, Hissa No.11A admeasuring 7840 sq.mtr, 4) Survey No. 22 Hissa No.1 admeasuring 1550 sq.mtr, 5) Survey No. 23 Hissa No.2/1 admeasuring 1060 sq.mtr, 6) Survey No. 23 Hissa No.3/1 admeasuring 1320 sq.mtr, 7) Survey No. 23 Hissa No.4 admeasuring 660 sq.mtr, admeasuring in aggregate 17800 sq. meters;

I have investigated the title of M/s. SAI PUSHUP ENTERPRISES (hereinafter called "the Developer") to all those pieces and parcels of land situate, lying and being at Village Vadavali, Taluka and District Thane bearing 1) Survey No. 21 Hissa No. 9 admeasuring 3240 sq.mtr, (First Property) 2) Survey No. 22 Hissa No.5 admeasuring 2130 sq.mtr, (Second Property) 3) Survey No. 21 Hissa No.11A admeasuring 7840 sq.mtr (Third Property) 4) Survey No. 22 Hissa No.1 admeasuring 1550 sq.mtr, (Fourth Property A) 5) Survey No. 23 Hissa No.2/1 admeasuring 1060 sq.mtr; (Fourth Property B) 6) Survey No. 23 Hissa No.3/1 admeasuring 1320 sq.mtr (Fourth Property C) and 7) Survey No. 23 Hissa No.4 admeasuring 660 sq.mtr, (Fourth Property D) Fourth Property A,B,C and D are collectively referred to as Fourth Property; First to Fourth Properties admeasuring in aggregate 17800 sq.mtr (herein after First Property, Second Property, Third Property, Fourth Property are collectively referred as **Said Property**);

1. Brief History of First Property

- a. It appears from the perusal of 7/12 extract and Mutation Entries that, Ratan Kashinath Kavare was the exclusive Owners of piece and parcel of land bearing Survey No. 21, Hissa No. 9 admeasuring 3240 sq. sq.mtr; [hereinafter referred to as '**First Property**'];
- b. The Ratan Kashinath Kaware by Development Agreement dated 7th April, 2000 granted the development rights of the said First Property to 1) Mr. Sudhakar Pandurang Patil and 2) Mrs. Sunanda Sudhakar Patil for consideration and terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. TNN-1/2211



/2000. Alongwith the said Development Agreement the said Ratan Kashinath Kavare also granted the Power of Attorney in favor of 1) Mr. Sudhakar Pandurang Patil and 2) Mrs. Sunanda Sudhakar Patil, to do all acts, deeds and matters therein contained. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances Thane Vide Sr. No.113/2000 on 7/4/2007.

- c. The said Mr. Sudhakar Pandurang Patil and Mrs. Sunanda Sudhakar Patil by the Development Agreement dated 24th October, 2005 assigned their Development Rights to Unnati Associates. The said Development Agreement dated 24th October, 2005 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.TNN2/6711/2005. Alongwith the said Development Agreement the said Mr. Sudhakar Pandurang Patil and Mrs. Sunanda Sudhakar Patil granted the Power of Attorney to Rajan Bandelkar and Vijay P. Mody, the Partners of Unnati Associates to do all acts, deeds and matters therein contained. The said Power of Attorney is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.539/2005.
- d. The said Sudhakar Pandurang Patil and Sunanda Sudhakar Patil with consent and confirmation of Unnati Associates assigned their development rights to Developer herein by an Agreement of Assignment of Development Right dated 3rd May, 2014 for consideration and on the terms and conditions therein contained. The Agreement of Assignment of Development Right dated 3rd May, 2014 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No.TNN-2/4595/2014. Alongwith the said Agreement the said Sudhakar Pandurang Patil and Sunanda Sudhakar Patil granted Power of Attorney to Shri. Jagdish Kanayalal Khetwani and Shri. Naresh Sudama Khetwani, the Partners of Developer to do all acts, deeds and matters therein contained. The said Power of Attorney is duly registered with the Sub-Registrar of Assurance, Thane at Sr. No.TNN-2/4597/2014.
- e. Ratan Kashinath Kavare as an Owner alongwith Sudhakar Pandurang Patil and Sunanda Sudhakar Patil as Vendor with confirmation of Unnathi Associates conveyed the said First Property to Developer by Deed of Conveyance dated 31st March, 2016 on the terms and conditions contained therein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN-12/588/2016.

2. Brief History of Second Property

- a. It appears from the perusal of 7/12 extract and Mutation Entries that, Mr. Ratan Kashinath Kaware & Others were the exclusive Owners of piece and parcel of land bearing Survey No.22, Hissa No.5, admeasuring 2130 sq. mtrs., [hereinafter referred to as '**Second Property**']



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- b. By Development Agreement dated 7th April, 2000 the said Ratan Kashinath Kavare and others granted development rights of the said Second Property to Ashok Sitaram Ghag for consideration and on the terms and conditions therein contained. The said Development Agreement dated 7th April, 2000 is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. 2214/2000. Alongwith the said Agreement the said Ratan Kashinath Kaware also granted Power of Attorney to Ashok Sitaram Ghag to do all acts, deeds and things for developing the said Second Property.
- c. The said Ashok Sitaram Ghag by Development Agreement dated 17th May, 2006 assigned and granted his development rights of the said Second Property to Tirupati Developers for consideration and on the terms and conditions therein contained. The said Development Agreement dated 17th May, 2006 could not be registered, therefore, by the Deed of Confirmation dated 19th January, 2007 confirmed the said Development Agreement dated 17th May, 2006. The said Deed of Confirmation is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. TNN-5/576/2007. Alongwith the said Agreement and Confirmation Deed the said Ashok Sitaram Ghag also granted Power of Attorney to M/s. Tirupati Developers to do all acts, deeds and things for developing the said Second Property.
- d. The said Ashok Sitaram Ghag thereafter with consent and confirmation of the Tirupati Developers by Agreement for Sale cum Development dated 8th October, 2014 assigned its development rights to Developer herein i.e. Sai Pushp Enterprises for consideration and on terms and conditions therein contained. The said Agreement for Sale cum Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN-5/9583/2014. Alongwith the said Agreement for Sale cum Development the said Ashok Sitaram Ghag also granted Power of Attorney to 1) Shri Jagdish Kanayalal Khetwani and 2) Yogesh Govind Puranik, Partners of Sai Pushp Enterprises, to do all acts, deeds and things for developing the said Second Property.
- e. Thereafter by Deed of Conveyance dated 28th March, 2016 the said Ratan Kashinath Kavare conveyed the said Second Property to Developer herein for consideration as therein contained. The said Ashok Sitaram Ghag also joined the said Deed of Conveyance as a Confirming Party and confirmed the conveyance of the said Second Property in favour of Developer herein. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Sr. No. TNN-12/719/2016 on 18th April, 2016 and conveyed the said property to Developer.

3. Brief History of Third Property



- a. It appears from the perusal of 7/12 extract and Mutation Entries that, Mr. Pandurang Patil were the exclusive Owners of piece and parcel of land bearing Survey No.21, Hissa No.11A, admeasuring 7840 sq. mtrs., [hereinafter referred to as '**Third Property**'];
- b. After demise of Pandurang Patil died intestate leaving behind him his two sons 1) Dattatray Pandurang Patil and 2) Kalya Pandurang Patil and Mainibai Pandurang Patil as his only legal heirs.
- c. The Dattatraya Pandurang Patil died intestate sometime around 1960 and Mainabai Pandurang Patil died intestate sometime around 1982 leaving behind Ramdas Dattatray Patil (son) and one married daughter Shevantabai Moreshwar Patil as per Hindu Succession Act, 1956 by which they were governed at the time of their death.
- d. The said Ramdas Dattatraya Patil died intestate on 9/6/1986 leaving behind wife Laxmibai Ramdas Patil, two sons 1) Manish Ramdas Patil and 2) Rajiv Ramdas Patil and two daughters 1) Savita Ramdas Patil and 2) Sunanda Ramdas Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death.
- e. The Kalya Pandurang Patil died intestate in or about year 1989 leaving behind him his legal heirs two sons 1) Nandkumar Kalya Patil 2) Valimiki Kalya Patil, 3) Chandrabhaga Ananta Patil (wife of pre deceased son Ananta Kalya Patil), 4) Vinod Harishchandra Patil, 5) Gangabai Harishchandra Patil (son and daughter of predeceased married daughter of Kalya Pandurang Patil namely Jijabai Harishchandra Patil) as recorded in Mutation Entry No. 284.
- f. Nandkumar Maruti Patil died intestate on 12/3/1996 leaving behind him his legal heirs wife Vanita Kalya Patil, one son Yogesh Kalya Patil and three daughters 1) Yogita Kalya Patil, 2) Sarita Kalya Patil and 3) Kavita Kalya Patil as per Hindu Succession Act, 1956 by which he was governed at the time of his death.
- g. The Said Laxmibai Ramdas Patil and others by Development Agreement dated 6th December 1989, granted development rights of the said Third property to Mr. Sunil Tukaram Borhade for consideration and on the terms and condition contained therein.
- h. The said Mr. Sunil Tukaram Borhade, was not able to develop the said Third property therefore at the request of said Mr. Sunil Tukaram Borhade, the said Laxmibai Ramdas Patil and other by Agreement for Sale dated 24th August 1993 agreed to sell the said Third Property to 1) Mr. Ajay R. Gupta and 2) Jagannath Pandurang Khangate for consideration and on the terms and condition therein contained and said Mr. Sunil Tukaram Borhade also confirmed the said



Agreement for Sale by joining it as the Confirming Party to the said Agreement for Sale. The said Agreement for Sale is duly registered with Sub- Registrar of Assurances at Thane at serial no. 2724/2006 and alongwith the said Agreement for Sale, Laxmibai Ramdas Patil and others also granted Power of Attorney to said 1) Mr. Ajay R. Gupta and 2) Jagannath Pandurang Khangate, to do all acts and deeds for developing the said property as stated in the said Power of Attorney. The said Power of Attorney is also registered, with Sub-Registrar of Assurance Thane at Serial No 92/1993.

- i. By Agreement for Assignment of Development Rights dated 27 August, 2007 the said Mr. Ajay R. Gupta, assigned his 50% share in the development rights of the said Third Property to the Mr. Veerdhaval Sitaram Ghag for consideration and on the terms and condition therein contained. The said Agreement for Assignment of Development Rights is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN-1/4721/2007 and along with the aforesaid Agreement, Ajay Ramchandra Gupta also granted Power of Attorney to said Mr. Veerdhaval Sitaram Ghag, to do all acts and deeds for developing the said property as stated in the said Power of Attorney. The said Power of Attorney is also registered, with Sub-Registrar of Assurances Thane at Serial No 721/07.
- j. Jagannath Pandurang Khangate died on 21/9/2008 leaving behind will dated 6/9/2008 bequeathed all his right, title and interest in the entire Property in favour of 1) Vivek Jagannath Khangate and 2) Ganesh Jagannath Khangate. The said Will is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN 7713/2008.
- k. Thereafter the Original land Owners i.e. Laxmibai Ramdas Patil and others, by Deed of Conveyance dated 29/4/2011 conveyed the said Third Property to 1) Mr. Ajay Ramchandra Gupta, 2) Vivek Jagannath Khangate and 3) Ganesh Jagannath Khangate by on terms and conditions therein contained. Accordingly Mr. Ajay Ramchandra Gupta had 50% share in Third Property and 1) Vivek Jagannath Khangate, 2) Ganesh Jagannath Khangate jointly 50% share in the said Third Property.
- l. 1) Vivek Jagannath Khangate, 2) Ganesh Jagannath Khangate assigned Development Rights of their 50% share in the said Third Property to Developer herein by Agreement for Sale and Development dated 8th August, 2014. Vivek Khangate HUF through its Karta Shri. Vivek Jagannath Khangate and Ganesh J. Khangate HUF, through its Karta Shri. Ganesh Jagannath Khangate joined the said Agreement for Sale and Development as the Confirming Party. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN-5/10085/2014. Along with the said Agreement



for Sale and Development the said 1) Vivek Jagannath Khangate, 2) Ganesh Jagannath Khangate have also granted Power of Attorney to 1) Jagdish Kanhaiyalal Khetwani, and 2) Naresh Sudama Khetwani, partners of Developer herein, to do all acts and deed as stated therein. The said Power of Attorney is also duly registered with Sub-Registrar of Assurance, Thane at Serial No.TNN-5/9477/2014.

- m. Ajay Ramchandra Gupta alongwith Veerdhaval Sitaram Ghag assigned Development Rights of their 50% share in Third Property to Developer herein by Agreement for Sale and Development dated 21st October, 2014. Veerdhaval Sitaram Ghag joined the said Agreement for Sale and Development as the Confirming Party and confirmed the assignment. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurances Thane at Sr. No. TNN-5/10085/2014. Along with the said Agreement for Sale and Development the said Ghag have also granted Power of Attorney to 1) Jagdish Kanhaiyalal Khetwani, and 2) Shailesh Gopal Puranik partners of Developer hereinto do all acts and deed as stated therein, to develop the said Third Property. The said Power of Attorney is also duly registered with Sub-Registrar of Assurance, Thane at Serial No.TNN-5/10087/2014.
- n. By a Confirmation Deed dated 14th August, 2014, Smt. Laxmibai Ramdas Patil & others have executed Confirmation Deed in favour of M/s. Sai Pushp Enterprises. The Confirmation Deed is registered with the Registrar of Assurances at Thane under Sr. No. TNN-2/6766/2014 and thereby confirmed ownership and title of the Developer and sole and exclusive development rights of the Developer to the Said Third Property.
- o. Similarly family members consisting of Smt. Yogita Devanand Bhoir, Kavita Nandkumar Patil, Sarita Nandkumar Patil, Yogesh Nandkumar Patil, Poonam Nandkumar Patil, Vanita Nandkumar Patil, Chandrabhaga Ananta Patil by Deed of Confirmation dated 27th August 2014, confirming right of Developer to develop the said Third Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said various Deeds and Documents. The said Deed of Confirmation is duly registered in the Office of Sub Registrar of Assurances at Thane on 27th August, 2014 at Sr. No. TNN-2/7088/2014.
- p. The family consisting of Gangabai Harishchandra alias Baburao Patil, Vinod Harishchandra Patil, Pushpa Sunil Mhatre, Meena Sandeep Patil and Suvarna Rajendra Patil have executed Deed of Confirmation dated 16th September 2014, confirming right of Developer to develop the said First Property and also execution of various Agreements, Power of Attorneys, Kharedikhat with respective parties mentioned in the said Deed. The said Deed of Confirmation is



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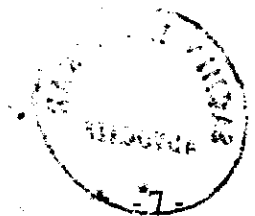
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duly registered in the Office of Sub Registrar of Assurances at Thane on 16th September, 2014 at Sr. No. TNN-2/7565/2014.

- q. The Sub-Divisional officer Thane by its order TD/T-6/KU/Sec.63/SR-81/2015 dated 11th September, 2015 granted permission u/s. 63 of Bombay Tenancy and Agricultural Lands Act for sale of the said Third Property.
- r. Thereafter, by Deed of Conveyance dated 30th September, 2015, the said Mr. Ajay Ramchandra Gupta as owner, and Shri Veerdhawal Sitaram Ghag as the Confirming Party conveyed their 50% share in Third Property to Developer herein for consideration and on terms and conditions therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN-9/6809/2015 on 1st October, 2015.
- s. Thereafter, by Deed of Conveyance dated 30th September, 2015, the said 1) Vivek Jagannath Khangate, 2) Ganesh Jagannath Khangate conveyed their 50% share in Third Property to Developer herein for consideration and on terms and conditions therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN-9/6810/2015 on 1st October, 2015.

4. Brief History of Fourth Property

- a. It appears from the perusal of 7/12 extract and Mutation Entries that, Ayeshabibi Sirajuddin Bharmar was the exclusive Owners of piece and parcel of land bearing 1) Survey No. 22 Hissa No.1 admeasuring 1550 sq.mtr, 2) Survey No. 23 Hissa No. 2/1 admeasuring 1060 sq.mtr; 3) Survey No. 23 Hissa No.3/1 admeasuring 1320 sq.mtr and 4) Survey No. 23 Hissa No.4 admeasuring 660 sq.mtr, [hereinafter referred to as 'Fourth Property']";
- b. Aishabibi Sirajuddin Bharmar died on 26th May, 1974 leaving behind his legal heirs (1) Mahammad Ali Sirajuddin Bharmar (Son), (2) Rafiq Mahammad Sirajuddin Bharmar (Son), (3) Mahammad Hanif Sirajuddin Bharmar(Son) and (4) Najir Mahammad Sirajuddin Bharmar as per the principle of succession applicable to the deceased.
- c. The said Mohammad Ali Sirajuddin and others by Deed of Conveyance dated 20th July, 1974 conveyed and transferred the said Fourth Property to Janardhan Atamaram Patil for consideration, therein contained. The said Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.490/1974. Accordingly the mutation entry of the said Deed of Conveyance had recorded in the Revenue Record by the Mutation Entry No.772 dated 12th August, 1974



- d. The said Janardhan Atamaram Patil by the Development Agreement dated 10th July, 2006 granted the Development Rights of the Said Fourth Property to Haware Engineer and Builders Pvt. Ltd. for consideration and on the terms and conditions therein contained. The said Development Agreement is duly registered with the Sub-Registrar of Assurances, Thane at Serial No.5283/2006. The Mutation Entry No.680 dated 26/10/2006 recorded in the Revenue Record. Alongwith the Development Agreement Janardhan Aatmaram Patil also granted Power of Attorney to Shri. Sanjay Haware and Shri. Praveen Haware, to do all acts and deed as stated therein to develop the said Property. The said Power of Attorney is also duly registered with Sub-Registrar of Assurances, Thane at Serial No.TNN-5/658/2006.
5. The said Haware Engineer and Builders Pvt. Ltd. and Janardan Aatmaram Patil and others by Agreement for Sale and Development dated 16th September, 2014 assigned its Development Rights to Sai Pushp Enterprises for the consideration and on the terms and conditions contained therein. The said Agreement for Sale and Development is duly registered with the Sub-Registrar of Assurance, Thane at Serial No.TNN-5/8999/2014. Thus the Developer herein has acquired the development rights of the said Property and subject to the said ULC Order dated 24th January, 2007 is entitled to develop the said "Property on the terms and conditions therein contained. Alongwith the Agreement for Sale and Development Haware Engineers and Builders Private Limited and Janardan Aatmaram Patil and others also granted Power of Attorney to 1) Jagdish Kanhaiyalal Khetwani, and 2) Naresh Sudama Khetwani, partners of Sai Pushp Enterprises i.e. Developer herein to do all acts and deed as stated therein to develop the said Property. The said Power of Attorney is also duly registered with Sub-Registrar of Assurances, Thane at Serial No.TNN-5/9005/2014.Thus Developer has acquired development right of piece and parcel of properties bearing (1) Survey No. 21/11A, admeasuring 7840 sq. mtr., (2) Survey No.21/9, admeasuring 3240 sq. mtr., (3) Survey No.22/1, admeasuring 1550 sq. mtr. (4) Survey No. 22/5, admeasuring 2130 sq. mtr, (5) Survey No. 23/2/1, admeasuring 1060 sq. mtr. (6) Survey No.23/3/1 admeasuring 1320 and (7) Survey No.23/4, admeasuring 660 sq. mtr aggregating to 17800 sq.mtrs situated at Village Vadvali, Ghodbunder Road, Taluka and District Thane(herein after referred as said Property). Out of the said above referred property part of the property admeasuring approximately 1625.24 sq. mtrs(herein after referred as "**Not in Possession Property**") is not in possession of the Developer. The Developer is negotiating with the occupant to acquire the possession of Not in Possession Property and will acquire the said part of the property and will further amend the said plan to utilize FSI of the property which is not in possession.
6. The said property being more than 4000 sq. mtr as per the Notification dated 8th November, 2013 issued under Maharashtra Regional and Town Planning Act, 1996



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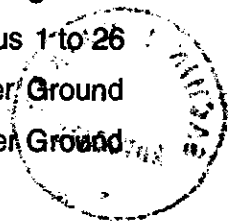
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under section 37 (1) (AA), the Government of Maharashtra has issued notification for any layout of land admeasuring 4000 sq. mtr or more for residential purpose minimum 20% of net plot area is required to be provided for economically weaker section/lower income group (EWS/LIG). Hereinafter referred as "Affordable Plot". Accordingly in the present proposal developer has reserved part of the property for economically weaker section and will be handing over to same to MHADA for allotment of the flat to the economically weaker section.

7. The said property was mortgaged to GDA TRUSTEESHIP LIMITED for securing Senior Secured Redeemable Non-Convertible Debentures issued by Puranik Builders Pvt Ltd, one of the Partners of the Developer and as per the terms of Debenture Trust Deed dated 14th November, 2014 and 4th December, 2015. The Company has paid all amount due under as per the terms of issue of said Debenture to the Debenture Holder and have redeemed the said Debentures and Debenture Holder have issued no due certificate to the Puranik Builders Pvt Ltd, one of the Partners of the Developer on 11th August, 2016 and have granted no objection to release the security. The **CATALYST TRUSTEESHIP LIMITED (FORMERLY KNOWN AS GDA TRUSTEESHIP LIMITED)** reconveyed for-ever unto the Developer all that piece and parcel of property mentioned in the Debenture Trust Deed dated 14th November, 2014 and 4th December, 2015, by two separate Deed of Reconveyance dated 20th August, 2016 which are duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.
8. Thereafter, Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have jointly obtained project loan for the development of Said Property alongwith other properties from PNB Housing Finance Limited to secure the said Project Loan said Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have by Deed of Mortgage dated 30th July, 2016 which is duly registered with the Sub-Registrar of Assurance, Thane 9 at Sr. No. 7455/2016 mortgaged the said Property alongwith other properties.
9. **Sanction and Permissions:-**
 - a. Thane Municipal Corporation by its letter dated 17th March, 2016 bearing VP No.S06/0230/16(201/05)/TMC/TDD/1725/10 has given sanction to construct four buildings on the said property being (1) **Building No.1** consisting Lower Ground Floor -1 plus Lower Ground Floor-2 plus stilt plus 2 floors, (2) **Building No.2** consisting of Lower Ground Floor-1 plus Lower Ground Floor-2 plus stilt plus 1 to 26 floors, (3) **Building No.3** consisting of , Lower Ground Floor-1 plus Lower Ground Floor-2 plus stilt plus 1 to 26 floors and(4) **Building No.4** consisting of Lower Ground



Floor-1 plus Lower Ground Floor-2 plus stilt plus 1 floor(herein after Building No.1, Building No.2, Building No.3 and Building No.4 are collectively referred as said Building). Thereafter, TMC by V.P.NO.S06/0030/16(2001/05) TMC/TDD/1811/16 dated 19.05.2016 has issued Commencement Certificate to commence the construction of the said Buildings.

- b. Part of the said Property i.e. Fourth Property bearing Survey No. 22/1, 23/2/1, 23/3/1 and 23/4 was excess land under Urban Land (Ceiling and Regulation) Act (ULC Act for short) u/s. 8(4) and u/s. 20 of ULC Act in respect of said Properties. The Competent Authority by an order dated 29th April, 2009 exempted the part of the said Property and the terms and conditions therein contained
- c. The Tahasildar has determined the occupancy class and charge on the said property in pursuance of provisions of section 42 A of Maharashtra Land Revenue Code, 1966 and declared that the said property belong to Occupancy Class I by order No. bearing No. Mahasul/K-1/T2/Zaminbab/KV-6858/SR-55/2006 dated 27th April, 2016.

10. Search Report :-

Search Report placed before me, issued by Ramesh Dhalpe for the period of 1965 to 25/11/ 2014 vide receipt no.14214, 14213 and Akshay Kinjale for the period from 25/11/2014 to 20/7/2016 vide receipt no. TNN-2/2357/2016 for the said property.

11. Encumbrance

The Developer has executed Deed of Mortgage by obtained Loan from PNB Housing Finance Ltd. As per the terms and conditions mentioned therein and mortgage the said property alongwith other property. The said Mortgage Deed registered with Sub-registrar Assurance Thane at sr. no. TNN-9/7455/2016 on 30/07/2016.

12. Before issue this title certificate I have presumed following things:-

- a. I have presumed that the documents as shown to me are final and have not been amended or modified in any manner
- b. I presume that in relation to the documents provided to me such documents are within the capacity and powers of and have been or shall be duly authorized, executed and delivered by and are binding on the parties thereto.
- c. This opinion does not extend to any oral amendments of any term of the aforementioned documents, which may be amended orally by the parties and substantiated by their conduct despite provisions in the aforementioned documents to the contrary;
- d. This opinion does not cover any litigation, suits etc. filed in any court in respect of the Said Property, except for those which have been disclosed and covered in this report.



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- e. All information including documents that has been supplied to me has been accepted as being correct unless otherwise stated.
- f. It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances are subject to availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.
- g. I have not invited objection for issue of Title Certificate in the news paper.
- h. I have taken at most care and made due diligence before issuance of this title certificate.

13. CONCLUSION

It appears from the perusal of revenue record of the said properties, relevant title deeds, Development Agreements and/or Agreement for Sale and permissions mentioned hereinabove that the title of Land owners and Developers in respect of said property subject to said legal proceeds and charge of PNB Housing Finance Ltd are Clear, Marketable and Free from all encumbrances and that the developers do have absolute rights to develop the said property and to enter into Agreement for Sale of the constructed premises in the said property.

Dated this 27th day of June, 2017




Sachin J. Katkar
Advocate