

TITLE CERTIFICATE

We have investigated the ownership rights of **Mahindra Lifespace Developers Limited**, in respect of the captioned property more particularly described in this Title Certificate based on the documents provided to us and have to state as follows:

For the purposes of this **Title Certificate**:

- A. We have perused the title documents as set out in **Annexure "A"** hereto and have relied upon the mutation entries and 7/12 extracts of the captioned property.
- B. We have caused searches to be conducted in respect of the captioned property mentioned hereinabove and have relied upon the Search Report dated July 1, 2017, issued by Vikram Vaidya, Advocate and Search Report dated March 3, 2020 issued by Mrudula Sohoni, Advocate. They have certified that there are no *lis pendens* registered in respect of the captioned property.
- C. We have issued a Public Notice on February 28, 2020, in Times of India (English) and Maharashtra Times (Marathi) having circulation in Pune, for inviting objections / claims in respect of the captioned property. Pursuant to the issuance of public notice, we have not received any objection.
- D. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the captioned properties nor have commented on the zoning and development aspects etc., of the captioned property. This aspect needs to be verified, independently.
- E. Since verifying pending litigations in respect of properties becomes difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the property is subject matter of any litigation.
- F. We have relied upon information in relation to:
 - lineage, on the basis of revenue records and information;
 - copies of documents of title as listed in **Annexure "A"**; and



- copies of 7/12 and other revenue records.

G. We have assumed that:

- the mutation entries provided to us accurately reflect the transactions contained therein and have presumed the correctness of the contents thereof in accordance with Section 157 of the Maharashtra Land Revenue Code, 1966;
- the mutation entries and other revenue records, which are not available do not have any adverse effect on the title of the captioned property;
- the revenue records provided for our perusal are updated and have not been modified/revised;
- the persons executing the documents have the necessary authority to execute the same;
- all documents/records submitted to us as photocopies conform to the originals and all such originals are authentic and complete;
- the applicable stamp duty and registration charges in respect of the title deeds and documents, including antecedent documents, have been properly paid and there are no arrears and/or demand for payment in respect thereof;
- the applicable property tax, water tax, electricity tax payment etc., have been properly paid and there are no arrears and/or demand for payment in respect thereof;
- all signatures and seals on any documents/records submitted to us are genuine;
- wherever any minors' rights are involved the same have been dealt with by their rights / natural guardian for legal necessity and the same have not been challenged by such minors upon their attaining majority; and
- the legal capacity of all natural persons are as they purport it to be.

Based on the aforesaid, we have to report as under:

Re: All that piece and parcel of land being property bearing Survey No. 157 Hissa No. 1, area admeasuring 2 Hectares 51.84 Ares out of the total property admeasuring 3 Hectares 56 Ares (including 2 Ares *potkharab*) situate, lying and being at Village Tathavade, Taluka Mulshi, District Pune



1. In or around 2013, the subject property came to be held/owned in the following manner:

Name of Owner	Area
Chirag Lalji Dedhiya and Prabha Lalji Dedhiya	1 Hectare 63 Ares (Collective entitlement)
Chirag Lalji Dedhiya and Lalji Lakhamsi Dedhiya	40 Ares (Collective entitlement)
Lalji Lakhamsi Dedhiya	80 Ares

2. By and under a Development Agreement dated April 10, 2013, registered at Serial No. 2796 of 2013, (i) Lalji Lakhamsi Dedhiya (ii) Chirag Lalji Dedhiya; (iii) Prabha Lalji Dedhiya granted development rights in respect of the property admeasuring 2 Hectares 80 Ares, in favour of M/s. Chordia and Paras Associates on the terms and conditions contained therein.

Comment:

The particulars of the property in respect of which development rights are granted are as follows:

Name of Owner	Area
Chirag Lalji Dedhiya and Prabha Lalji Dedhiya	1 Hectare 60 Ares (Collective entitlement)
Chirag Lalji Dedhiya and Lalji Lakhamsi Dedhiya	40 Ares (Collective entitlement)
Lalji Lakhamsi Dedhiya	80 Ares

3. By and under a Power of Attorney dated April 10, 2013, registered at Serial No. 2797 of 2013, (i) Lalji Lakhamsi Dedhiya (ii) Chirag Lalji Dedhiya; (iii) Prabha Lalji Dedhiya appointed Ashok Dhanraj Chordia (Partner, M/s. Chordia and Paras Associates) as their constituted attorney in respect of the property admeasuring 2 Hectares 80 Ares, on the terms and conditions contained therein.
4. By and under a Confirmation Deed dated April 20, 2013 (notarised), (i) Lalji Lakhamsi Dedhiya (ii) Chirag Lalji Dedhiya; (iii) Prabha Lalji Dedhiya gave their confirmation to the receipt of the security deposit received from M/s. Chordia and Paras Associates.
5. By and under an Agreement for Sale dated February 4, 2019 registered at Serial No. 1738 of 2019 (i) Lalji Lakhamsi Dedhiya; (ii) Prabha Lalji Dedhiya; (iii) Chirag Lalji Dedhiya; and (iv) Chordia and Paras Associates alongwith the confirmation of Ashok Chordia agreed to sale, transfer, convey and assign all their right, title and interest in respect of the property admeasuring 2 Hectares 80 Ares, in favour of Mahindra

- Lifespace Developers Limited for the consideration and on the terms and conditions contained therein.
6. By and under a Power of Attorney dated February 4, 2019 registered at Serial No. 1739 of 2019 (i) Lalji Lakhamsi Dedhia; (ii) Prabha Lalji Dedhia; and (iii) Chirag Lalji Dedhia appointed Mahindra Lifespace Developers Limited as their constituted attorney in respect of the property admeasuring 2 Hectares 80 Ares on the terms and conditions contained therein.
 7. By and under a Possession Receipt dated October 19, 2019 registered at Serial No. 7456 of 2019, Chirag Lalji Dedhia and others represented through their constituted attorney Mahindra Lifespace Developers Limited handed over an area admeasuring 28.16 Ares out of the property admeasuring 2 Hectares 80 Ares ("**Road Handover Area**") in favour of Pimpri Chinchwad Municipal Corporation ("**PCMC**") on the terms and conditions contained therein. Mutation Entry No. 6993 dated January 18, 2020, records the same.
 8. By and under a Deed of Conveyance dated February 25, 2020, registered at Serial No. 3698 of 2020, (i) Lalji Lakhamsi Dedhia; (ii) Prabha Lalji Dedhia; (iii) Chirag Lalji Dedhia; and (iv) Chordia and Paras Associates alongwith the confirmation of Ashok Chordia sold, transfered, conveyed and assigned all their right, title and interest in respect of the captioned property admeasuring 2 Hectares 51.84 Ares alongwith the right to claim FSI/TDR for Road Handover Area in favour of Mahindra Lifespace Developers Limited for the consideration and on the terms and conditions contained therein.

Opinion:

Based on the aforesaid, in our view, Mahindra Lifespace Developers Limited has a clear and marketable title to the captioned property.

Our Title Certificate is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Title Certificate.

Dated this 7th day of March, 2020.



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"Annexure A"

We have perused originals of the following documents:

- Sale Deed dated November 1, 2000, registered at Serial No. 5119 of 2000;
- Correction Deed dated November 29, 2000, registered at Serial No. 5546 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2801 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5143 of 2000;
- Correction Deed dated November 29, 2000, registered at Serial No. 5543 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2802 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5142 of 2000;
- Correction Deed dated November 29, 2000, registered at Serial No. 5545 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2803 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5118 of 2000;
- Correction Deed dated November 29, 2000, registered at Serial No. 5542 of 2000;
- Deed of Correction dated May 24, 2001, registered at Serial No. 2800 of 2001;
- Sale Deed dated November 1, 2000, registered at Serial No. 5120 of 2000;
- Sale Deed dated February 8, 2013, registered at Serial No. 1876 of 2013;
- Articles of Agreement dated February 8, 2013, (unregistered);
- Development Agreement dated April 10, 2013, registered at Serial No. 2796 of 2013;
- Power of Attorney dated April 10, 2013, registered at Serial No. 2797 of 2013; and
- Confirmation Deed dated April 20, 2013 (notarised).

We have perused certified copies of the following documents:

- Sale Deed dated May 26, 1970, registered at Serial No. 967 of 1970;
- Sale Deed dated December 9, 1988, registered at Serial No. 4812 of 1988;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4442 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3576 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4448 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3577 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4443 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3578 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4444 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3579 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4445 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3580 of 1998;
- Agreement for Sale dated September 10, 1997, registered at Serial No. 4447 of 1997;
- Sale Deed dated August 29, 1998, registered at Serial No. 3581 of 1998;
- Sale Deed dated August 29, 1998, registered at Serial No. 3582 of 1998;
- Sale Deed dated August 29, 1998, registered at Serial No. 3583 of 1998;
- Correction Deed dated November 29, 2000, registered at Serial No. 5544 of 2000;
- Correction Deed dated May 24, 2001, registered at Serial No. 2804 of 2001;



- Mortgage Deed dated July 8, 2011, registered at Serial No. 6535 of 2011; and
- Mortgage Deed dated April 10, 2013, registered at Serial No. 3185 of 2013.

We have perused photocopies of the following documents:

- Release Deed dated September 7, 2016, registered at Serial No. 9996 of 2016;
- Release Deed dated September 7, 2016, registered at Serial No. 9997 of 2016;
- Agreement for Sale dated February 4, 2019 registered at Serial No. 1738 of 2019;
- Power of Attorney dated February 4, 2019 registered at Serial No. 1739 of 2019;
- Possession Receipt dated October 19, 2019 registered at Serial No. 7456 of 2019; and
- Deed of Conveyance dated February 25, 2020, registered at Serial No. 3698 of 2020.

