



**PRASANNA S. TARE**

B. Com, L.L.B

Advocate High Court, Mumbai

124/AA, Amar Chowk, Worli Koliwada, Mumbai - 400 030  
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**ADDENDUM TO TITLE REPORT**

To,

M/s Marathon Ener-Gen LLP  
702, Marathon Max,  
Mulund- Goregaon Link Road,  
Mulund ( West) Mumbai – 400 080

**Re:** All those piece and parcels of land within the Registration District Thane, Village- Desai, Taluka- Thane, District-Thane.

Sr. No.	Survey No.	Hissa No.	Area (Sq. mtrs)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	1B	25900
E	220	2	1800
G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (Said land)			56330
F	220	4C	1300
Total ( larger land)			57630

Within the limits of Thane Municipal Corporation (hereinafter called and referred to as "the said larger land") more particularly described in the schedule here under written.

1. I refer my Title Report dated 30<sup>th</sup> December, 2014 (Title Report) a copy whereof is annexed hereto and marked as **Annexure - A** (Title Report) issued by me in favour of M/s Marathon Ener-Gen LLP, where I had investigated its title to the said Larger Land capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Report.



2. I have been requested by my client M/s Marathon Ener-Gen LLP to update the title report.

**A. STEPS**

With respect to updation of title report I have undertaken the following steps:

- i) I have inspected the original title deeds in respect of the said larger Land in possession of Company and Mortgage Deeds (defined below).
- ii) Perused the copies of the title deeds and other documents with respect to the said larger Land, furnished to me by the Company, from time to time, and/or obtained by me, as set out in the body of the report.
- iii) Cause updated, searches to be undertaken in the Office of Sub Registrar of Assurances at Thane for 30 years from 1987 till June 2017. At the offices of Sub-Registrar of Assurances the register did not have all pages and the search was restricted only to the pages available.
- iv) I have perused the copies of the revenue records being 7/12 extracts with respect to the said Land and the mutation entries pertaining thereto.
- v) I have issued the Public Notices in Free Press Journal (English Edition) on 22<sup>nd</sup> June, 2017 and in Navshakti (Marathi Edition) on the 22<sup>nd</sup> June, 2017 for inviting claims and/or objections from the public in respect of the said Land. I have not received any objections in respect thereof.
- vi) I have caused searches to be taken in the offices of the Registrar of Companies in respect of the Company. The charges are reflected in the search conducted on the portal of MCA (Ministry of Corporate Affairs) and at the office of the Registrar of Companies.

**B. DISCLAIMERS**

- i) I have at the instructions of my client merely updated the Title Report as specified herein and this Report does not address any other issue.
- ii) This Report necessarily depends on the documents furnished to me and the information provided to me during the course of my discussions and



responses to my requisitions, being true, complete and accurate, which I have assumed to be the case.

- iii) For the purpose of this Report, I have gone through report of the search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Thane from 1987 to 2017. However, searches at the office of Sub-Registrar of Assurances are subject to the availability of records.
- iv) For the purpose of this Report, I have also caused searches to be conducted of the records of the Registrar of Companies as specified herein below. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.
- v) I have not formed any opinion on the approvals and sanctions granted/required from the concerned authorities for the development or construction on the Property or any part thereof.
- vi) This Report has been prepared in accordance with and is subject to the laws of India.

### **C. MORTGAGES AND CHARGES**

- i) By and under the Indenture of Simple Mortgage dated 28<sup>th</sup> March, 2014 registered with Sub-Registrar of Assurances at Thane - 9 vide No. TNN5-9-2031/2014 ("the said Mortgage Deed"), the Developer have created charge on "the said Land" as more particularly set out in the said Mortgage Deed with Axis Bank Ltd. having its Registered Office at Trishul, 3rd Floor, Opposite Samartheshwar Temple, Law Garden Ellis Bridge, Ahmedabad - 380 006 and one of its branches at Corporate Banking Branch, Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai - 400 025 (the Said Bank / Mortgagee") and created security thereon to secure repayment of monies due and payable by Developer to the said "Bank/Mortgagee" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.
- ii) By and under the Deed of Release of charge over Mortgaged Property dated 27<sup>th</sup> April, 2017 registered with the Sub Registrar of Assurances at Thane bearing Serial No. TNN9-/2872/2017, the mortgaged property mortgaged vide the Indenture of Simple Mortgage dated 28<sup>th</sup> March, 2014 has been reconveyed by the said Bank in favour of Marathon Ener Gen LLP.



iii) By virtue of facility agreement of 2017 executed between Marathon Ener Gen LLP (the "Principal Borrower") and Marathon Realty Private Limited (the Co-Borrower No. 1") and M/s Mateshwari Realtors (the "Co-Borrower No. 2") and LIC Housing Finance Limited (the "Lender"). The Principal Borrower, Co-Borrower No. 1 and Co-Borrower No. 2 had taken the loan on the various terms and conditions mentioned therein and said loan is secured by property being All that pieces or parcels of land admeasuring 33,500 Square Meters located at Survey No. 140, Survey No. 142 Hissa Nos. 1 and 3, Survey No. 220 Hissa Nos. 1B and 5, Survey No. 232 (p), situated at Village Desai, Taluka, District, Registration District and Sub - Registration District of Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as "said Land") along with present and future approved FSI in the form of structure known as "Marathon Nextown Ph. I" (Excluding the Flats sold as mentioned in Schedule - II and Flats as per Schedule - III (forming part of the landowners share in the said project) along with all the present and future rights, title and/or interests of M/s Marathon Energen LLP over the said Land, more particularly mentioned in Point 7 of Schedule - I there under and

Negative Lien on flats, more particularly mentioned in Schedule V therein at 1.75 times of the outstanding loan amount at any point of time based on market value; and

Charge over the receivables of the project "Marathon Nextown Ph.I" including balance receivables from already sold units, more particularly mentioned in Schedule - II and more particularly set out in the facility agreement.

iv) By virtue of Security Trustee Agreement dated 31<sup>st</sup> March, 2017 Unit Trust of India Investment Advisory Services Limited has been appointed as a Security Trustee / Agent on behalf of the Lender i.e. LIC Housing Finance Limited on the terms and conditions mentioned therein in connection with the Security Trustee Agreement Indenture of Mortgage dated 31<sup>st</sup> March, 2017 registered with Sub Registrar of ASSURANCES at Thane 9 bearing Serial No. TNN - 2873/2017 on 27<sup>th</sup> April 2014 executed between Unit Trust of India Investment Advisory Services Limited (UTIIS) (Security Trustee) and Marathon Ener-gen LLP ("Principal Borrower" or "Mortgagor") and Marathon Realty Private Limited (Co-Applicant No. 1) M/s Mateshwari Realtors (Co-Applicant No. 2) and LIC Housing Finance Limited (the "Lender") on the terms and conditions mentioned therein.



**D. APPROVALS**

- i) By and under the letter dated 24<sup>th</sup> January, 2014 bearing No. TMC/CFO/M2892/152 issued by Thane Municipal Corporation granted the NOC stipulating the Fire Protection and Fire Fighting requirement the proposed building D and G for larger property on the various terms and conditions mentioned therein.
- ii) By and under the Approval/Disapproval of the development work up to Plinth level for proposed building A, B, C Stilt + 1st to 10th Floor + 11th Part + 12th Part Floor IOD for the larger property is granted bearing No. VP No. S11/0014/10/TMC-TDD-PCC/0357/14 dated 22<sup>nd</sup> July, 2014.
- iii) By and under Commencement certificate dated 4<sup>th</sup> November, 2015 bearing reference New VP No. S11/0014/10-TMC/TDD/154415 for proposed building A.B.C Stilt + 1st to 10th Floor + 11th Part + 12th Part + 13th Part to 18th Part floors, the Stilt + 1st Floor, D Stilt + 1st Floor, E Stilt + 1st to 12th Floor, F Stilt + 1st to 15th Floor + 16th Part Floor, H Ground Floor, I (EWS-LIG-STILT+1ST TO 8TH Floors+9th Part and Fitness Center Ground + 1st Floor only.
- iv) By and under the approval of development work dated 22<sup>nd</sup> March, 2016 bearing Reference No. VP No. S11/0014/10-TMC/TDD/0549/16 subject to the terms and conditions stated therein.
- v) By and under the approval of development work dated 30<sup>th</sup> August, 2016 bearing Reference No. VP No. S11/0014/10-TMC/TDD/PCC/0614/16 subject to the terms and conditions stated therein.
- vi) By and under the amended approval of development work dated 5<sup>th</sup> May, 2017 bearing Reference No. New VP No. S11/0014/10TMC/TDD/2175/17 subject to the terms and conditions stated therein.
- v) By and under the Occupancy Certificate dated 5<sup>th</sup> May, 2017 bearing Reference No. VPP No. S11/0014/10-TMC/TDD/OCC/0356/17 is granted for building A, B, C Stilt + 1st to 10th Floor + 11th Part + 12th Part + 13th Part to 18th Part only on the terms and conditions stated therein.

**E. LITIGATION :**

1. Hausabai Gulab Bedekar 2. Premabai Kalu Mhatre alias Ramabai Kalu Mhatre 3. Bebibai Hanuman Patil and 4. Jijabai Govind Bhoir filed the Miscellaneous



Application under Section 9 of the Arbitration and Conciliation Act, 1996 bearing Misc. Application No. 42 of 2013 before the Principal District Judge at Thane, against the 1. Mateshwari Realtors 2. Mahendra Ramji Patel 3. Shailesh Narayanbhai Bhanushali 4. Subhash Vishnu Mhatre 5. Sunil Ratan Mhatre 6. Sharidas Kisan Mhatre 7. Vijay Baburao Mhatre and 8. Rohidas Laxman Mhatre for restraining by an order of injunction from acting contrary in any manner and creating the third party interest in the said Land described in the said application. The Hon'ble Court by its order dated 29<sup>th</sup> November, 2014, had restrained Opponent No. 1, 2, 3 by an order of injunction from creating third party interest in respect of the 2/3<sup>rd</sup> share in the property. By an order dated 16th January, 2016 Marathon Ener-Gen LLP was impleaded the party Respondent No. 9 in the said application and the said injunction was made applicable against them.

#### **F. SUB-REGISTRAR OF ASSURANCES**

The documents reflected in the updated search report dated 15<sup>th</sup> July, 2017 as provided by the search clerk Adv. Deepak Solanki.

#### **G. REGISTRAR OF COMPANIES**

As per the search conducted by Mr. Nitin. R. Joshi at the website of the Registrar of Companies, Mortgages/Charges created by the Company are reflected in report. A copy of the report dated 28<sup>th</sup> June, 2017 is annexed herewith as Annexure "B".

#### **H. SITE STATUS**

The Company is presently constructing at Site and the status of the same as on 14<sup>th</sup> July, 2017 is as per the chart written hereunder.

Sr. No.	Building No.	Wing	Building Structure Proposed	Construction Status
1.	A	Opal	Stilt + 18 Floors	Ready with OC
2.	B.	Topaz	Stilt + 18 Floors	Ready with OC
3.	C	Amber	Stilt + 18 Floors	Ready with OC
4.	D	Sapphire	Stilt + 16 Floors	RCC work done till plinth level



5.	E	Coral	Stilt + 16 Floors	RCC work completed till 4 <sup>th</sup> slab
6.	F	Emerald	Stilt + 19 Floors	RCC work completed till 14 <sup>th</sup> slab Blockwork completed till 9 <sup>th</sup> floor. Gypsum work completed till 8 <sup>th</sup> floor

### I. CONCLUSION

In pursuance to Title Search Report dated 15th July, 2017 issued by Advocate Deepak Solanki and documents provided by the Company, I am of the opinion that Marathon Ener-Gen LLP has a clear and marketable title of the said larger land more particularly described in the Schedule hereunder written and I am therefore of the opinion that the said larger Land is clear and marketable subject to Facility Agreement of 2017 executed between Marathon Ener-Gen LLP (the "Principal Borrower") and Marathon Realty Private Limited (the Co-Borrower No. 1") and M/s Mateshwari Realtors (the "Co-Borrower No. 2") and LIC Housing Finance Limited (the "Lender"). The Principal Borrower and Co-Borrower obtained the loan on the terms and conditions mentioned therein. By virtue of the Security Trustee Agreement dated 31<sup>st</sup> March, 2017 Unit Trust of India Investment Advisory Services Limited has been appointed as a Security Trustee / Agent on behalf of the "Lender" i.e LIC Housing Finance Limited and the said Agreement registered with the Sub-Registrar of Assurances at Thane 9 under Serial No : TNN9/2873/2017 dated 27<sup>th</sup> April, 2017. The Principal Borrower has created the charge on the portion admeasuring 33,500 Square Meters being the part of the said larger Land as more particularly set out in the Security Trustee Agreement dated 31<sup>st</sup> March, 2017 and I further certify that the Developer is authorized to develop land more particularly described in the Schedule hereunder written and construct the buildings as per the sanction plans and further certify that Owner is authorized to sell units, flats, premises in the said buildings on ownership basis as contemplated in Real Estate Regulation and Development Act, 2016.

### SCHEDULE OF THE PROPERTY

All that pieces or parcel of land or ground situated lying and being and within the Registration District- Thane, Village--Desai, Taluka- Thane, District- Thane within the limits of Thane Municipal Corporation as follows:



Sr. No.	Survey No.	Hissa No.	Area (Sq. mtrs)
A	140	-	5360
B	142	1	1100
C	142	3	14200
D	220	1B	25900
E	220	2	1800
G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (Said land)			56330
F	220	4C	1300
Total ( larger land)			57630

On or towards the East by : 30.00 M. Wide D.P.Road, Adj.S. No. 218

On or towards the West by : Adj. boundary of Village- Padle, Adj. S. No. 223

On or towards the South by: 30.00 M. Wide D.P.Road, Adj. boundary of  
Village-Padle

On or towards the North by: Adj. S.No. 220/6, S.No. 144, S.No.218, S.No.242

Dated this 15<sup>th</sup> day of July, 2017.

**PRASANNA TARE**  
Advocate



# ANNEXURE - A



**PRASANNA S. TARE**

B. Com, L.L.B

Advocate High Court, Mumbai

124/AA, Amar Chowk, Worli Koliwada, Mumbai - 400 030  
Cell.: 9892632598, 7206562419. Email :prasanna.tare@rediffmail.com

## TO WHOMSOEVER IT MAY CONCERN

Sub : All those piece and parcels of land within the Registration District - Thane, Village - Desai, Taluka - Thane, District - Thane.

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	-	5360
B	142	1	1100
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G	220	5	3200
H	232	-	450
I	141	2	4320
Sub Total (said land)			56330
F	220	4C	1300
Total (larger land)			57630

within the limits of Thane Municipal Corporation (hereinafter called and referred to as "the said larger land") more particularly described in the Schedule here under written.

1. On behalf of and under the instructions of M/s. Marathon Ener-Gen LLP having their registered office at 702, Marathon Max, Mulund-Goregaon Link Road, Mulund (West) Mumbai-400 080, I have investigated the title of the said larger land by taking the search in the Sub-Registrar Office at Thane- 1, 2, 3, 5, 6, 8, 9 and 11 and in the office of Talathi and have referred to following documents:-
  - 1.1. 7/12 Extracts dtd.08/10/2014
  - 1.2. The Form No.6-A i.e. Mutation Entry Nos.95, 286, 898, 1392, 1105, 157, 1062, 1546, 1512, 1513, 1511, 1630,1390, 1389.
  - 1.3. Search taken in the Sub-Registrar Office at Thane.
  - 1.4. Documents supplied by the client including N.A. Permission.

### 2. The Owners:-

One Mr. Balya Mahadu Mhatre was the owner of the ancestral property. He died in the year 1960. After his death, Govind Balu Mhatre and Bendu Balu Mhatre became the absolute owners of the above-mentioned property. The Govind Balu Mhatre and Bendu Balu Mhatre died in the year 1978 & 1976 respectively. As per the Law governed by them at the time of their death, Shri Vishnu Govind



Mhatre and others 118 became the joint owners of the land and became entitled to grant the development rights in respect of the said larger land.

**3. Search taken at Sub-Registrar Assurance at Thane:-**

The necessary search is taken in the Sub-Registrar Office at Thane 1, 2, 3, 5, 6, 8, 9 and 11 by Shri Chandrakant Kamble (Search Clerk) on 05/09/2012, 06/09/2012, 10/09/2012, 12/09/2012 & 13/09/2012, Vide Search Application No.2737/12 Vide Government Receipt No.2973796 dtd.05/09/2012 & Search Application No.2803/12 Vide Government Receipt No.4487066 dtd.10/09/2012 and the Search Report does not reveal any entry which may affect the title of the said larger land and the following documents were found in the Register.

- 3.1. Deed of Confirmation dtd.17/04/2009 made and entered into between Mateshwari Realtors (the Party of the First Part) and Shri Vishnu Govind Mhatre and 116 Others (the Party of the Second Part) and the same is registered in the Sub-Registrar of Assurances Office at Thane 1 under Sr.No.TNN-1-1762-2009 Dated 17/04/2009 confirming the Development Agreement executed between the above-mentioned parties on 20/05/2008, whereby Party of the Second Part sold and transfer the Development rights in respect of the properties mentioned in the Schedule here under written, admeasuring about 57630 sq.mtrs, the said larger land.
- 3.2. Deed of Confirmation dtd.18/05/2009 made and entered into between Kantabai Pandharinath Sante (the Party of the First Part) and Mateshwari Realtors (the Party of the Second Part) therein and the same has been registered in the Office of Sub-Registrar of Assurances at Thane 1 under Sr.No.TNN-1-02330-2009, confirming the Development Agreement dated 20/05/2008 executed between the Vishnu Govind Mhatre & Ors. and Mateshwari Realtors whereby Party of the First Part confirmed the Development Agreement and sold and transfer her right for Development in respect of the said larger land in favour of Mateshwari Realtors.
- 3.3. Deed of Release dtd.29/12/2011 made and entered into between Smt. Shewantabai Kanha Bhoir & 6 Others (the Party of the First Part) and Baburao Shantaram Mhatre (the Party of the Second Part) and the same is registered in the Sub-Registrar of Assurances Office at Thane 5 under Sr.No.TNN-5-11772-2011



- Dated 29/12/2011 surrendered their proportionate rights, title and interest in the said larger land.
- 3.4. Deed of Declaration dtd.28/06/2012 declared by Mateshwari Realtors through their Partner Mr. Shailesh Bhanushali and the same is registered in the Sub-Registrar of Assurances Office at Thane 9 under Sr.No.TNN-9-2721-2012 Dated 06/07/2012, whereby confirmed that area admeasuring about the 4505.70 sq.mtrs. under 30 mtr. vide road are surrendered under reference No. V.P.No.S11/ 0014/ 2010 TMC/ TDD/ 0497/ 11 dtd.01/11/2011 to Thane Municipal Corporation from Survey No.140, 141/2, 142/1, 142/3, 220/1B, 220/2, 220/5, 232 of Village Desai, Taluka and District - Thane.
- 3.5. Deed of Declaration dtd.28/06/2012 declared by Mateshwari Realtors through their Partner Mr. Shailesh Bhanushali and the same is registered in the Sub-Registrar of Assurances Office at Thane 9 under Sr.No.TNN-9-2722-2012 Dated 06/07/2012, whereby confirmed that area admeasuring about the 2366.80 sq.mtrs. are surrendered under reference No.V.P.No.S11/ 0014/2010 TMC/TDD/0497/11 dtd.01/11/2011 to Thane Municipal Corporation for amenities open space from Survey No.141/2, 220/1 of Village Desai, Taluka and District - Thane.
- 3.6. Deed of Declaration dtd.28/06/2012 declared by Mateshwari Realtors through their Partner Mr. Shailesh Bhanushali and the same is registered in the Sub-Registrar of Assurances Office at Thane 9 under Sr.No.TNN-9-2723-2012 Dated 06/07/2012, whereby confirmed that area admeasuring about the 2443.70 sq.mtrs. are surrendered under reference No.V.P.No.S11/0014/ 2010 TMC/TDD/0497/11 dtd.01/11/2011 to Thane Municipal Corporation for Municipal Housing Reservation from Survey No.140, 220/1 of Village Desai, Taluka and District - Thane.
- 3.7. The Deed of Joint Venture dtd.15/09/2012 entered into between Mateshwari Realtors (Venturist No. 1) and M/s.Marathon Realty Pvt. Ltd. (Venturist No. 2)and M/s. Marathon Ener-Gen LLP (The Developer) and Shri Vishnu Govind Mhatre & Others (The "Owners") whereby Venturist No.1 & Venturist No.2 entered into the Joint Venture Agreement and formed the LLP i.e. M/s. Marathon Ener-Gen LLP for development, construction, sale and transfer of the said larger land. The said Joint Venture Agreement is registered with the Sub-Registrar of Assurances at Thane bearing No. TNN/ 9/3797/2012 on dtd.15/09/2012.



- 3.8. By and under a Supplementary Agreement dated 10/01/2014 (to the Development Agreement dated 20/05/2008) Registered with the office of Sub-Registrar of Assurances at Thane - 9 under Serial No.TNN9- 255 of 2014, executed between M/s Mateshwari Realtors (therein referred to as the party of the First Part) and Shri Vishnu Govind Mhatre and others (therein referred to as the party of the Second Part through their Constituted Attorneys 1) Subhash Vishnu Mhatre, 2) Sunil Ratan Mhatre, 3) Sharidas Kisan Mhare, 4) Rohidas Laxman Mhatre and Marathon Ener-Gen LLP (therein referred to as the party of the Third Part), the Owners (therein referred to as the Vendors, the Party of the Second Part) inter-alia gave their consent, no objection and confirmation to Marathon Ener-Gen LLP to develop the said Larger Land.
- 3.9. By and under the Indenture of Simple Mortgage dated 28/03/2014 registered with Sub-Registrar of Assurance at Thane-9 Vide No.TNN5-9-2031 of 2014 ("the said Mortgage Deed"), the Developer have created charge on "the said land". as more particularly set out in the said Mortgage Deed with Axis Bank Ltd. having its Registered Office at Trishul, 3rd floor, Opp. Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380 006 and one of its branches at Corporate Banking Branch, Axis House, Ground Floor, Wadia International Centre, Worli, Mumbai-400025 ("the Said Bank /Mortgagee") and created security thereon to secure repayment of monies due and payable by Developer to the said "Bank/Mortgagee" together with interest and any costs incurred in connection thereon on the terms and conditions as more particularly set out therein.
- 3.10. By and under a Supplementary Agreement dated 22/08/2014 (to the Development Agreement dated 20/05/2008) registered with the office of Sub-Registrar of Assurances at Thane - 9 under Serial No.TNN9-5524 of 2014 executed between M/s Mateshwari Realtors (therein referred to as the party of the First Part) and Shri Vishnu Govind Mhatre and others (therein referred to as the party of the Second Part) through their Constituted Attorney Mr. Vijay Baburao Mhatre and Marathon Ener-Gen LLP (therein referred to as the party of the Third Part), the Owners (therein referred to as the Vendors the Party of the Second Part) inter-alia gave their consent, no objection and



confirmation to Marathon Ener-Gen LLP to develop the said Larger Land.

4. **Various Approvals :**

- 4.1. By and under its letter dated 01/11/2011 bearing reference no. V.P. NO. S11/0014/2010 TMC/TDD/0497/11 issued by the Thane Municipal Corporation ("TMC"), TMC granted permission for the construction, subject to the terms and conditions stated therein.
- 4.2. By and under a permission dated 07/05/2012, the Collector, Thane has granted non-agricultural permission ("NA Permission") for an area admeasuring 56330 square metres (hereinafter referred to as "the said Land") more particularly described in schedule hereunder in the manner and on the terms and conditions mentioned therein.
- 4.3. On 05/11/2012 bearing reference no. V.P. NO. S11/0014/2010 TMC/TDD/0706/12 issued by the Thane Municipal Corporation ("TMC") TMC amended permission for the construction of, inter-alia, the First Phase Buildings to be constructed on the First Phase Land, subject to the terms and conditions stated therein.
- 4.4. By and under a commencement certificate dated 30/04/2013 bearing reference no. V.P. No. S11/0014/2010 TMC/TDD/0847/13 the First Phase Buildings to be constructed on the First Phase Land, subject to the terms and conditions stated therein.

5. **General:**

In so far as the said larger land referred in the schedule of the property herein under written, I had issued the Title Certificates dated 18/09/2012 and 21/07/2014. On instructions of the Marathon Ener-gen LLP, I am issuing this Title Certificate with an intention that my Title Certificates dated 18/09/2012 and 21/07/2014 be supersede by this Title Certificate. Accordingly, my Title Certificates dated 18/09/2012 and 21/07/2014 be treated as cancelled.

6. **Opinion and Observations:**

- 6.1. On the perusal of all the Revenue Records, Search Reports and the above-mentioned documents, the Owners have the right, title and interest in the above-mentioned property more particularly described in the schedule here under written and by Development Agreement dtd.20/05/2008, they assigned their development rights along with the right of disposal and surrender of the above-mentioned property to any Government



**PRASANNA S. TARE**

B. Com, L.L.B

Continuation Sheet No. 6

/Semi-Government Authority for the Development of any part of the land described as the larger land in the schedule here under written.

- 6.2. On the perusal of various documents mentioned above, I hereby certify that the right, title and interest in the said land of M/s. Marathon Ener-Gen LLP subject to the mortgage mentioned above and more particularly described in the schedule hereunder written is clear and marketable.

**SCHEDULE OF THE PROPERTY**

All that pieces or parcels of land or ground situated lying and being and within the Registration District- Thane, Village - Desai, Taluka - Thane, District - Thane within the limits of Thane Municipal Corporation as follows :

Sr. No.	Survey No.	Hissa No.	Area (Sq.mtrs.)
A	140	-	5360
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I	141	2	4320
<b>Sub Total (said land)</b>			<b>56330</b>
F	220	4C	1300
<b>Total (larger land)</b>			<b>57630</b>

- On or towards the East by : 30.00 M. Wide D.P. Road, Adj. S. No.218.  
On or towards the West by : Adj. boundary of Village- Padle Adj. S. No.223.  
On or towards the South by : 30.00 M. Wide D.P. Road, Adj. boundary of Village- Padle  
On or towards the North by : Adj. S.No.220/6, S. No.144, S.No.218, S. No.242.

Dated this 30th day of December, 2014.

**Prasanna S. Tare**  
**Advocate**

ANNEXURE - 'B'

Nitin R. Joshi

B.COM., LL.B., D.C.E.C., F.C.S.  
COMPANY SECRETARY

415, Marathon Max, Next to Udyog Kshetra, Jn. Of L.B.S. Marg & Goregoan Link Road, Mulund (W),  
Mumbai-400 080. Tel. 2562 5660. Cell 98201 29178. E-mail:n\_r\_joshi@yahoo.com

Date : 28.06.2017

To,  
MARATHON ENER-GEN LLP  
702, Marathon Max, Jn.of Mulund Goregaon Link Road,  
Mulund West,  
Mumbai 400 080.

Dear Sir,

Sub : Search Report of MARATHON ENER-GEN LLP for creation/  
Modification of charge.

We have carried out the Search of the documents relating creation/modification of Charges to the above named LLP, available for inspection on 28.06.2017, on the MCA portal of Government of India, and following information found from record of Office of Registrar of Companies.

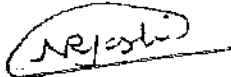
LLP'S NAME : MARATHON ENER-GEN LLP  
LLP'S REGD. NO. : AAA-6171  
DATE OF INCORPORATION : 07.09.2011  
REGD. OFFICE ADDRESS : 702,Marathon Max,  
Jn. Of Mulund Goregaon Link Road,  
Mulund West,  
Mumbai 400 080.

TOTAL OBLIGATION OF CONTRIBUTION: Rs.1,00,000/- (Rupees One Lakh)

Details of charge created by the LLP and filed with office of Registrar Companies are attached herewith. **(As per Annexure I)** along with Original cash counter receipts for the said Search for your records.

Thanking you,

Yours faithfully,



(NITIN R. JOSHI)

MINISTRY OF CORPORATE AFFAIRS  
RECEIPT  
G.A.R.7

SRN : U15260094

Service Request Date : 28/06/2017

Payment made into : UNION BANK OF INDIA

Received From :

Name : chandrakant tukaram palayekar  
Address : 415, marathon max  
next to udyog kshetra mulund (west)  
mumbai , Maharashtra  
India - 00400080

Full Particulars of Remittance

Service Type: Fee for inspection of Public documents

Service Description	Type of Fee	Amount (Rs.)
Inspection of Public documents of MARATHON ENER-GEN LLP ( AAA-6171 )	Normal	50.00
	Total	50.00

Mode of Payment: Internet Banking - Union Bank Of India

Received Payment Rupees: Fifty Only

Note: View public documents service is available for 3 hrs per company, from the time the first document is viewed, and is valid for 1 week



**DETAILS OF CHARGE CREATED/REGISTERED BY M/S. MARATHON ENER-GEN LLP**  
**AS PER MCA PORTAL**

Sr. No.	Date of the Instrument creating or modifying of charge	Particulars of the Charge Holder	Charge Amount (Rs.)	Short particulars of the property charged	Nature of description of the instrument(s) creating or Modifying	Charge ID
1	Creation of Charge dt. 31.03.2017	UNIT TRUST OF INDIA INVESTMENT ADVISORY SERVICES LIMITED, UTI Tower Gn Block, Bandra Kurla Complex, Bandra (East) Mumbai-400051	1,00,00,00,000-00	Registered Mortgage of land adm. 33,500 sq.mtrs. located at Survey no.140, Survey no. 142, Hissa nos. 1 & 2, Survey no. 220, Hissa no. 1B, 2, 4 more particularly described in the IOM dated 31.03.2017.	Indenture of Mortgage dated March 31, 2017.	100094809
2	Creation of Charge dt. 14.05.2015	HDFC BANK LIMITED HDFC BANK HOUSESENAPATI BAPAT MARG, LOWER PAREL (W), MUMBAI-400013	4,870,000-00	Hypothecation of 1 No. Construction Equipment namely : XIANGTAN TOWER CRANE JLS710 (Year of Manufacturing 2015).	Agreement for Loan and Guarantee. (Barcode No.:81402013)	10569158
3	Creation of Charge dt. 30.07.2013	ICICI BANK LIMITED, LANDMARKRACE COURCE CIRCLE, ALKAPURI, BARODA, Gujarat--390015	53,209,652-00	MFE Form work	Deed of Hypothecation dated 30th July, 2013	10444564

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