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124th YEAR
2013 - 2014

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M. L. Bhakta · S. C. Kothari · A. M. Desai · K. M. Vussonji · B. D. Damodar · S. S. Vaidya · A. R. Amin · Ms. P. G. Mehta · R. V. Gandhi · C. S. Thakkar
D. K. Vussonji · Ms. M. D. Sampat · R. P. Bhatt · Ms. A. S. Murray · P. S. Damodar · B. S. Vaidya

6377
KMV/ASM/ /2013

TITLE CERTIFICATE

Re: Land bearing Gut No.32/2/G and 32/1/F admeasuring in the aggregate 9054.79 sq. mtrs. or thereabouts as per the physical measurement but admeasuring 7430 sq. mtrs. as per the property register card situate lying and being at Village Chitalsar, Manpada, Taluka Salsette, District Thane.

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1. We have been furnished with various documents and papers (which have been listed below) relating to abovementioned land bearing Gut No.32/2/G and 32/1/F situate at Village Chitalsar, Manpada, Taluka Salsette, District Thane.

2. We are issuing this Title Certificate on the basis of the documents and papers that have been furnished to us. Our Certificate is limited to the extent of the contents of the said documents that has been furnished to us.

3. The documents and papers relating that have been furnished to us are as under:

   a. Original Deed of Conveyance dated 22nd April, 1965 made between Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka therein referred to as "the Vendors" of the First Part, Dharamchand Dayaji Shah therein referred to as "the Confirming Party" of the Second Part and Messrs. Bharat Chemical Works therein referred to as "the Purchaser" of the Third Part and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.2103 of 1965.

   b. Original Deed of Conveyance dated 6th July 1972 made between Messrs. Gulson Textile Silk Mills through its partners Bhojraj Kishinchand, Ramchand Kishinchand, Vashdevmal Daulatram and Gangaram Daulatram therein referred to as "the Vendors" of the One Part and Messrs. Hindustan Petroleum and Chemicals Company therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No.3541 of 1972.

   c. Original Deed of Conveyance dated 9th January 1975 made between Messrs. Gulson Textile Silk Mills through its partners Bhojraj

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Kishinchand, Ramchand Kishinchand, Vashdevmal Daulatram and Gangaram Daulatram therein referred to as "the Vendors" of the One Part and Messrs. Hindustan Petroleum and Chemicals Company therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.43 of 1975.

d. Photocopy of the Deed of Dissolution dated 19th October 1977 made between Mridula Chadha therein referred to as "the Retiring Partner" of the One Part and Roshanlal Chadha therein referred to as "the Continuing Partner" of the Other Part.

e. Photocopy of the Deed of Dissolution dated 15th February, 1982 made between Chamanlal Diwanchand therein referred to as "the Retiring Partner" of the One Part and the said Roshanlal Chadha therein referred to as "the Continuing Partner" of the Other Part.

f. Photocopy of the Mutation Entry bearing No.654 dated 8th January 2002.

g. Photocopy of the property card relating to lands bearing Gut No. 32/1/F and Gut No. 32/2/G dated 4th April 2007 issued by the Tehsildar, Thane.

h. Photocopy of the 7/12 extract in respect of the said lands bearing Gut No. 32/1/6 and Gut No. 32/2/G dated 20th May 2013 issued by the Talathi, Village Majiwade.

i. Photocopy of the Development Agreement dated 13th June 2013 made between Roshanlal Chadha, proprietor of Messrs. Bharat Chemical Works therein referred to as "the Owner" of the First Part, Mridula Chadha and Rajesh Chadha therein referred to as "the Confirming Parties" of the Second Part and Messrs. Ashar Ventures therein referred to as "the Developers" of the Third Part and registered with the office of the Sub Registrar of Assurances at Thane under Serial No.4866 of 2013.

j. Photocopy of the Power of Attorney dated 13th June 2013 executed by Roshanlal Chadda in favour of Messrs Ashar Ventures and registered with the office of the Sub Registrar of Assurances at Thane under Serial No.4867 of 2013.

k. Photocopy of the Deed of Confirmation dated 7th August 2013 made between Meenakshi Hendricks therein referred to as the "Party of the First Part" and Messrs. Ashar Ventures therein referred to as "the Party

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of the Second Part" and registered with the office of the Sub Registrar of Assurances at Thane under Serial No.6359 of 2013.

4. On perusal of the documents and papers, we observe as under:

i. Prior to 1964, one Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka were the Owners of lands bearing Survey Nos.21 and 22 and bearing corresponding Gut Nos.32/1 and 32/2 admeasuring in the aggregate 18 acres 37 gunthas equivalent to 76586.757 sq. mtrs. or thereabouts situate, lying and being at Taluka Salsette, District Thane and more particularly described in the First Schedule hereunder written;

ii. By an Agreement for Sale dated 1st October, 1964 made between Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka of the One Part and Dharamchand Dayalji Shah of the Other Part, the said Draupadidevi Brijmohan Loyalka and another agreed to sell to Dharamchand Dayalji Shah a portion of the land bearing Gut No. 32/1 (part) and 32/2 (part) admeasuring 35,117.35 sq. mts. or thereabouts at or for the consideration and on certain terms and conditions therein contained;

iii. Thereafter, Draupadidevi Brijmohan Loyalka agreed to sell the entire property more particularly described in the First Schedule hereunder written to Eagle Vacuum Bottle Manufacturing Company Private Limited ("**Eagle**") and entered into an Agreement for Sale in respect thereof with Eagle;

iv. Gopalkrishna Brijmohan Loyalka disputed the authority of his mother Draupadidevi Brijmohan Loyalka to enter into the aforesaid Agreement for Sale with Eagle to sell the property more particularly described in the First Schedule hereunder written and by reason thereof Eagle filed a suit in the Court of the Civil Judge Senior Division, Thane being Special Civil Suit No. 24 of 1954 inter alia praying for a declaration that Gopalkrishna Brijmohan Loyalka had no claim or interest in the property more particularly described in the First Schedule hereunder written and for specific performance of the Agreement for Sale executed by Draupadidevi Loyalka in favour of Eagle;

v. The aforesaid Suit was decreed in favour of Eagle and consequently specific performance of the Agreement for Sale made between Draupadidevi Loyalka and Eagle was ordered;

vi. Gopalkrishna Brijmohan Loyalka preferred an appeal against the said Order in the Bombay High Court bearing Appeal No. 475 of 1960;

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vii. The disputes between Gopalkrishna Brijmohan Loyalka, his mother Draupadidevi Loyalka and Eagle were amicably settled and the aforesaid Appeal filed in the Hon'ble High Court at Bombay was dismissed by consent on 27th August, 1964;

viii. The terms of settlement arrived at amongst Gopalkrishna Brijmohan Loyalka, his mother Draupadidevi Loyalka and Eagle were to the effect that the said Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka shall sell a portion forming part of the said property more particularly described in the First Schedule hereunder written which portion bears Survey No. 21, Gut No. 32/1 and admeasures 41,806.368 sq. mts. or thereabouts to Eagle;

ix. It may be noted that though Draupadidevi Loyalka had earlier agreed to sell the entire property to Eagle, on settlement Gopalkrishna Brijmohan Loyalka and Draupadidevi Loyalka on the one hand and Eagle on the other hand agreed to sell and purchase respectively only the portion mentioned in paragraph 4(viii) above;

x. It was further agreed that from and out of the portion agreed to be sold to Dharamchand Dayalji Shah (mentioned in paragraph 4(ii) above), a portion bearing Survey No. 22 (part) bearing corresponding Gut No.32/2 admeasuring 8,834.52 sq. mts. or thereabouts was agreed to be sold with the consent and confirmation of Dharamchand Dayalji Shah to Messrs. Gulson Textile Silk Mills;

xi. Accordingly, by a Deed of Conveyance dated 22nd April, 1965 made between Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka therein referred to as "the Vendors" of the First Part, Dharamchand Dayalji Shah therein referred to as "the Confirming Party" of the Second Part and Messrs. Gulson Textile Silk Mills through its partners Bhojraj Kishinchand, Ramchand Kishinchand, Vashdevmal Daulatram and Gangaram Daulatram therein referred to as "the Purchasers" of the Third Part and registered with the office of the Sub Registrar of Assurances under Serial No.2634 of 1955, Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka with the knowledge, consent and confirmation of Dharamchand Dayalji Shah granted, conveyed, sold and transferred in favour of Messrs. Gulson Textile Silk Mills a portion of the property more particularly described in the First Schedule hereunder written which portion admeasured 8,834.52 sq. mts. or thereabouts and was bearing Survey No. 22 (part) and bearing corresponding Gut No.32/2 more particularly described in the Second Schedule thereunder written and hereunder written at or for the consideration therein mentioned;

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xii. By a Deed of Conveyance dated 22nd April, 1965 made between Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka therein referred to as "the Vendors" of the First Part, Dharamchand Dayaji Shah therein referred to as "the Confirming Party" of the Second Part and Messrs. Bharat Chemical Works therein referred to as "the Purchaser" of the Third Part and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.2103 of 1965, the said Draupadidevi Brijmohan Loyalka and Gopalkrishna Brijmohan Loyalka with the knowledge, consent and the confirmation of Dharamchand Dayaji Shah granted, conveyed, sold and transferred in favour of Messrs. Bharat Chemical Works a portion of the property more particularly described in the First Schedule hereunder written which portion admeasures 4325.28 sq. mtrs. or thereabouts and bearing Survey Nos. 21(part) and 22 (part) and bearing corresponding Gut Nos.32/1 and 32/2 more particularly described in the Second Schedule thereunder written and in the Third Schedule hereunder written or for the consideration therein mentioned;

xiii. By virtue of the aforesaid, Messrs. Gulson Textile Silk Mills became entitled to a portion of the said property which portion is more particularly described in the Second Schedule hereunder written and Messrs. Bharat Chemical Works became entitled to a portion of the said property which portion is more particularly described in the Third Schedule hereunder written;

xiv. By a Deed of Conveyance dated 6th July 1972 made between Messrs. Gulson Textile Silk Mills through its partners Bhojraj Kishinchand, Ramchand Kishinchand, Vashdevmal Daulatram and Gangaram Daulatram therein referred to as "the Vendors" of the One Part and Messrs. Hindustan Petroleum and Chemicals Company therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No.3541 of 1972, Messrs. Gulson Textile Silk Mills granted, conveyed, sold and transferred a portion of the property more particularly described in the Second Schedule hereunder written which portion admeasures 2595.76 sq. mtrs. or thereabouts and is more particularly described in the Third Schedule thereunder written and in the Fourth Schedule hereunder written in favour of Messrs. Hindustan Petroleum and Chemicals Company at or for the consideration therein mentioned;

xv. It may be noted that the sq.yards equivalent of the aforesaid area of 2595.76 sq. mtrs. or thereabouts mentioned in the aforesaid Deed is 2860 sq.yards. However, on conversion, the said area admeasuring 2595.76 sq. mtrs. or thereabouts should be equivalent to 3104.50

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sq.yards and not 2860 sq.yards as appearing in the said Deed of Conveyance;

xvi. By a Deed of Conveyance dated 9th January 1975 made between Messrs. Gulson Textile Silk Mills through its partners Bhojraj Kishinchand, Ramchand Kishinchand, Vashdevmal Daulatram and Gangaram Daulatram therein referred to as "the Vendors" of the One Part and Messrs. Hindustan Petroleum and Chemicals Company therein referred to as "the Purchasers" of the Other Part and registered with the office of the Sub Registrar of Assurances at Mumbai under Serial No.43 of 1975, Messrs. Gulson Textile Silk Mills granted, conveyed, sold and transferred another portion of the property more particularly described in the Second Schedule hereunder written which portion admeasures 2133.75 sq. mtrs. or thereabouts and more particularly described in the Third Schedule thereunder written and in the Fifth Schedule hereunder written in favour of Messrs. Hindustan Petroleum and Chemicals Company at or for the consideration therein contained;

xvii. By virtue of the aforesaid, Messrs. Bharat Chemical Works, a partnership firm, became entitled to a portion of the said property which portion is more particularly described in the Third Schedule hereunder written and Messrs. Hindustan Petroleum and Chemicals Company, another partnership firm, became entitled to portions of the said property which portions are more particularly described in the Fourth and Fifth Schedules hereunder written as Owners thereof;

xviii. We have been informed that the lands more particularly described in the Third, Fourth and Fifth Schedules hereunder written are all contagious parcels of land. The said lands are hereinafter collectively referred to as "**the said property**";

xix. It appears that in the year 1977, one Roshanlal Chadha and one Mridula Chadha were the only partners of Messrs. Hindustan Petroleum and Chemicals Company;

xx. By a Deed of Dissolution dated 19th October 1977 made between Mridula Chadha therein called "the Retiring Partner" of the One Part and Roshanlal Chadha therein called "the Continuing Partner" of the Other Part, the said Mridula Chadha retired from the partnership firm of Messrs. Hindustan Petroleum and Chemicals Company and on her retirement, the said Roshanlal Chadha continued to carry on the business of Messrs. Hindustan Petroleum and Chemicals Company as the sole proprietor thereof;

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xxi. It appears that in the year 1982, Roshanlal Chadha and one Chamanlal Diwanchand were the only partners of Messrs. Bharat Chemical Works;

xxii. By a Deed of Dissolution dated 15th February, 1982 made between Chamanlal Diwanchand therein called "the Retiring Partner" of the One Part and the said Roshanlal Chadha therein called "the Continuing Partner" of the Other Part, the said Chamanlal Diwanchand retired from the partnership firm of Messrs. Bharat Chemical Works and on his retirement, the said Roshanlal Chadha continued to carry on the business of Messrs. Hindustan Petroleum and Chemicals Company as the sole proprietor thereof;

xxiii. Pursuant to the said Roshanlal Chadha becoming the sole proprietor of Messrs. Hindustan Petroleum and Chemicals Company and Messrs. Bharat Chemical Works, the said Roshanlal Chadha decided to change and changed the name of Messrs. Hindustan Petroleum and Chemicals Company to that of Messrs. Bharat Chemical Works;

xxiv. By virtue of the aforesaid, the said Roshanlal Chadha continued to carry on the business of the aforesaid sole proprietary concerns (which were partnership firms earlier as stated hereinabove) in the name of Messrs. Bharat Chemical Works as the sole proprietor thereof and all the properties and assets including the said property described Third, Fourth and Fifth Schedules hereunder written vested in the said Roshanlal Chadha in his capacity as the sole proprietor of Messrs. Bharat Chemical Works;

xxv. We have been informed that the said property described in the Third, Fourth and Fifth Schedules hereunder written were assigned Gut No.32/2 G and 32/1 F;

xxvi. The property cards relating to the lands bearing Gut No.32/2 G and 32/1 F which are described in the Third, Fourth and Fifth Schedules hereunder written show the name of Messrs. Bharat Chemical Works as the Owner of the said property;

xxvii. The property cards relating to the said property shows the aggregate area of the said property as 7430 sq. mtrs. or thereabouts whereas we have been informed that the total physical area of the said property as well as the area of the said property as per aforesaid the Deeds of Conveyance dated 22nd April 1965, 6th July 1972 and 9th January 1975 aggregates to 9054.79 sq. mtrs.;

xxviii. The property cards relating to the said property indicate a deficit area of 1624.79 sq. mtrs. or thereabouts; KMU

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xxix. We have been informed that the aforesaid deficit area of 1624.79 sq. mtrs. or thereabouts though not reflecting on the property cards relating to the said property, is physically available for the purpose of development and the property card thus, requires to be corrected to show the correct area of the said property to be 9054.79 sq. mtrs. and not 7430 sq. mtrs. or thereabouts;

xxx. We have been informed that the said property is affected by chemical zone reservation;

xxxi. The recitals and the First Schedule to the Deed of Conveyance dated 22nd April, 1965 referred to hereinabove and the subsequent title documents mention that the entire property that originally belonged to Draupadidevi Brijmohan Loyalka was bearing Gut Nos.31/1 (part) and 32/2. However, on perusal of all the documents and papers furnished to us, it appears that the reference of Gut No.31/1(part) has been wrongly recorded in place of 32/1 (part).

xxxii. Mutation Entry bearing No.654 dated 8th January 2002 that has been furnished to us records that pursuant to a survey being carried out in respect of the lands bearing Gut Nos.32/1 (part) and 32/2 (part), the name of Messrs. Bharat Chemical Works has been recorded as the Owner in respect of the land bearing Gut No.32/1/6 and Gut No.32/2/7. The 7/12 extracts / property cards furnished to us in turn refer to the lands bearing Gut No.32/1/6 and Gut No.32/2/7 as Gut No.32/1/F and Gut No.32/2/G respectively and they both stand in the name of Messrs. Bharat Chemical Works.

xxxiii. We have been also been informed that a residential bungalow has been constructed by Roshanlal Chadha on a portion of the said property;

xxxiv. By a Development Agreement dated 13th June 2013 made between Roshanlal Chadha, proprietor of Messrs. Bharat Chemical Works therein referred to as "the Owner" of the First Part, Mridula Chadha and Rajesh Chadha therein referred to as "the Confirming Parties" of the Second Part and Messrs. Ashar Ventures therein referred to as "the Developers" of the Third Part and registered with the office of the Sub Registrar of Assurances at Thane under Serial No.4866 of 2013, the said Roshanlal Chadha with the consent and confirmation of his wife, Mridula Chadda and his son Rajesh Chadha granted development rights in respect of the said property more particularly described in the Third, Fourth and Fifth Schedules hereunder written in favour of Messrs. Ashar Ventures on the terms and conditions therein contained;

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xxxv. By a Power of Attorney dated 13th June 2013 registered with the office of the Sub Registrar of Assurances at Thane under Serial No.4867 of 2013, the said Roshanlal Chadha nominated and appointed Messrs. Ashar Ventures through any of its partners or authorised signatories to carry out various acts, deed, matters and things with regards to the said property more particularly described in the Third, Fourth and Fifth Schedules hereunder written;

xxxvi. By a Deed of Confirmation dated 7th August 2013 made between Meenakshi Hendricks therein referred to as the "Party of the First Part" of the One Part and Messrs. Ashar Ventures therein referred to as "the Party of the Second Part" of the Other Part and registered with the office of the Sub Registrar of Assurances at Thane under Serial No.6359 of 2013, the said Meenakshi Hendricks granted her consent and confirmation to the grant of development rights by her father Roshanlal Chadha and her mother, Mridula Chadha and her brother Rajesh Chadha in respect of the said property more particularly described in the Third, Fourth and Fifth Schedules hereunder written in favour of Messrs. Ashar Ventures under the aforesaid registered Development Agreement dated 13th June 2013;

xxxvii. By the aforesaid Deed of Confirmation, the said Meenakshi also confirmed to the various terms and conditions agreed upon by her father Roshanlal Chadha and her mother, Mridula Chadha and her brother Rajesh Chadha under the aforesaid registered Development Agreement dated 13th June 2013;

5. We have not caused searches to be carried taken at the office of the concerned Sub-Registrar of Assurances or revenue departments.

6. We have not caused any public notices to be issued in the local newspapers inviting claims from public.

7. Subject to what is stated hereinabove and on the basis of the documents perused by us, it can be said that Roshanlal Chadha, in his capacity as the sole proprietor of Messrs. Bharat Chemical Works, is the present Owner of the said property more particularly described in the Third, Fourth and Fifth Schedules hereunder written and subject to there being no encumbrances found on taking search and no genuine claims being received on advertisement being given, Roshanlal Chadha, as the sole proprietor of Messrs. Bharat Chemical Works can be said to have a marketable title to the said property and by virtue of the Development Agreement dated 13th June 2013, Messrs. Ashar Ventures have become entitled to develop the said property on the terms and conditions therein contained.

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THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcel of vacant non-agricultural land or grounds with the messuages, tenements, buildings, outhouses, huts, privies, wells standing thereon situate, lying and being in the village of Chitalsar, Manpada in the registration sub district of Thane, Taluka Salsette, district Thane containing by admeasurement 47074 sq. yds. or thereabouts out of the total area of 18 acres and 37 gunthas or thereabouts and more particularly described in the books of the Collector of Land Revenue of Thane.

S.No.	Gut No.	Area	Assessment
		A. G.	RS. I. P.
21 (part)	32/1 (part)	11-37	6 – 6 – 0
22	32/2	7- 9	10-15- 0
		---	---
		18-37	19 - 7 - 0

THE SECOND SCHEDULE ABOVE REFERRED TO

All the piece of parcel of vacant non-agricultural land situate, lying and being in the village of Chitalsar, Manpada in the Registration Sub-District of Thana, containing by admeasurement 8834.52 sq.mtrs or thereabouts forming part of Gut No.32/2 and old S.No.22 (part) and more particularly described in the Books of the Collector of Land Revenue of Thana.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of vacant non-agricultural land with bungalow standing thereon situate, lying and being in the village of Chitalsar, Manpada, in the registration sub district of Thane Taluka Salsette, District Thane containing by admeasurement 4325.28 sq. mtrs. or thereabouts forming part of Gut No.32/1 and 32/2 and S. No.21 (part) and S. No.22 (part) and more particularly described in the books of the Collector of Land Revenue of Thane together with the residential bungalow standing thereon.

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THE FOURTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece of parcel of open and vacant non-agricultural land or ground with hereditaments and premises admeasuring 2595.76 sq.meters or thereabouts situate, lying and being behind Chitalsar, Manpada, Kolshet Road in the Registration Sub-District of Thana, Taluka Salsette, District Thana, being a part of the land bearing Gut No.32/2 and Old Survey No.22 (part).

THE FIFTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of open and vacant non-agricultural and or ground with hereditaments and premises bearing Plot No.3 admeasuring about 2,133.75 sq.mtrs. or thereabouts situate, lying and being behind Chitalsar, Manpada, Kolshet Road, in the Registration Sub-District of Thana, Taluka Salsette, District Thana, being a part of the land bearing Gut No.32/2 and Old Survey No.22 (part).

Dated this 29th day of August 2013.

Kanga and Company,

Partner
Advocates & Solicitors.

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R. P. Bhatt · Ms. A. S. Murray · P. S. Damodar · B. S. Vaidya

KMV/ASM/ 9101 /2013

SUPPLEMENTAL TITLE CERTIFICATE

Re: Land bearing Gut No.32/2/G and 32/1/F admeasuring in the aggregate 9054.79 sq. mtrs. or thereabouts as per the physical measurement but admeasuring 7430 sq. mtrs. as per the property register card situate lying and being at Village Chitalsar, Manpada, Taluka Salsette, District Thane.

We have by our Title Certificate dated 29th August 2013 bearing Ref. No. KMV/ASM/6377/2013 certified that Messrs Ashar Ventures are entitled to the development rights in respect of the non-agricultural land bearing Gut No. 32/2 G and 32/1F (formerly bearing Gut No. 32/1 and 32/2 and S No. 21 (part) and S No. 22 (part)) admeasuring in the aggregate 9054.79 sq. mtrs. or thereabouts as per the physical measurement but admeasuring 7430 sq. mtrs. as per the property register card situate lying and being at Village Chitalsar, Manpada, Taluka Salsette, District Thane and more particularly described in the Schedule thereunder written and the Schedule hereunder written (hereinafter referred to as **"the said property").**

2. Prior to issuing the aforesaid Title Certificate dated 29th August 2013, we had not caused searches to be taken with the offices of the concerned Sub-Registrar of Assurances and had also not issued a Public Notice investigating the title of the landowner namely Mr. Roshanlal Chadda to the said property.

3. We have, subsequently, caused searches to be taken in the offices of the concerned Sub Registrar of Assurances at Mumbai and no documents affecting the title of Roshanlal Chadha to the said property have been found to be registered.

4. We have issued public notices in the local newspapers on 11th October 2013 and we have not received any claims in pursuance thereof.

5. Subject to the what is stated hereinabove and in our Title Certificate 29th August 2013, it can be said that Roshanlal Chadha is entitled to the said property as the Owner thereof and by virtue of the Development Agreement dated 13th

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June 2013, Messrs. Ashar Ventures are entitled to develop the said property which is more particularly described in the Schedule hereunder written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of vacant non-agricultural land with bungalow standing thereon bearing Gut No. 32/2 G and 32/1F (formerly bearing Gut No. 32/1 and 32/2 and S No. 21 (part) and S No. 22 (part)) admeasuring in aggregate 9054.79 sq. mtrs. or thereabouts as per the physical measurement but admeasuring 7430 sq. mtrs. as per the property register card situate lying and being at Village Chitalsar, Manpada, in the Registration Sub-District of Thane Taluka Salsette, District Thane

Dated this 5th day of December, 2013.

Kanga and Company,

Partner
Advocates & Solicitors.

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