

C/103, Riddhi C.H.S. Ltd., Near Play Ground, Vasant Nagri II, Vasai (East), Thane. Mob.: 9766450397

Ref VMB/42/2017

Date: 22/07/2017

#### TITLE CERTIFICATE

#### TO WHOMSOEVER IT MAY CONCERN

This is to certify that information and documents produced to me by M/s Asha Enterprises having office at Ostwal House, Opp. Shivar Garden, Mira Road (E), Taluka & District Thane, and taken search in the Office of Sub - Registrar Thane District in respect of Lands bearing 1) Old Survey No. 288 New Survey No. 55 Hissa No. 03, admeasuring 1720 Sq. Meters, 2) Old Survey No. 288 New Survey No. 55 Hissa No. 05 admeasuring 1260 Sq. Meters, 3) Old Survey No. 288 New Survey No. 55 Hissa No. 7 admeasuring 1840 Sq. Meters, 4) Old Survey No. 295 New Survey No. 178 Hissa No. 02 admeasuring 330 Sq. Meters, 5) Old Survey No. 295 New Survey No. 178 Hissa No. 03 admeasuring 430 Sq. Meters, 6) Old Survey No. 297 New Survey No. 57 Hissa No. 01 admeasuring 430 Sq. Meters, 7) Old Survey No. 297 New Survey No. 57 Hissa No. 02 admeasuring 490 Sq. Meters, 8) Old Survey No. 297 New Survey No. 57 Hissa No. 03 admeasuring 660 Sq. Meters, 9) Old Survey No. 297 New Survey No. 57 Hissa No. 05 admeasuring 510 Sq. Meters, 10) Old Survey No. 297 New Survey No. 57 Hissa No. 06 admeasuring 1980 Sq. Meters, 11) Old Survey No. 297 New Survey No. 57 Hissa No. 07 admeasuring 530 Sq. Meters, 12) Old Survey No. 297 New Survey No. 57 Hissa No. 09 admeasuring 400 Sq. Meters, 13) Old Survey No. 297 New Survey No. 57 Hissa No. 10 admeasuring 150 Sq. Meters, 14) Old Survey No. 297 New Survey No. 57 Hissa No. 12 admeasuring 560 Sq. Meters, 15) Old Survey No. 297 New Survey No. 57 Hissa No. 14 admeasuring 380 Sq. Meters, 16) Old Survey No. 297 New Survey No. 57 Hissa No. 15 admeasuring 940 Sq. Meters, 17) Old Survey No. 298 New Survey No. 56 Hissa No. 02 admeasuring 3090 Sq. Meters, 18) Old Survey No. 298 New Survey No. 56 Hissa No. 04 admeasuring 660 Sq. Meters, 19) Old Survey No. 298 New Survey No. 56 Hissa No. 06 admeasuring 1910 Sq. Meters, 20) Old Survey No. 298 New Survey No. 56 Hissa No. 07 admeasuring 1190 Sq. Meters, 21) Old Survey No. 298 New Survey No. 56 Hissa No. 08 admeasuring 890 Sq. Meters, 22) Old Survey No. 298 New Survey No. 56 Hissa No. 09 admeasuring 930 Sq. Meters, 23) Old Survey No. 298 New Survey No. 56 Hissa No. 10 admeasuring 530 Sq. Meters, 24) Old Survey No. 298 New Survey No. 56 Hissa No. 11 admeasuring 730 Sq. Meters and 25) Old Survey No. 298 New Survey No. 56 Hissa No. 13 admeasuring 100 Sq. Meters. all situated at Village Navghar, Taluka and District Thane, I am issuing this title certificate as under;





#### Herein referred as

MBMC	- Mira Bhayandar Municipal Corporation
Ostwal & Sancheti	= Kuldeep U. Ostwal & Gyanchand Sancheti & Jain
TDR	- Transferable Development Rights
FSI	= Floor Space Index

 That Jayprakash Patil and ors are the owners of property at Sr. No. 1 & 17, vide an Agreement dated 15.09,1994, said Jayprakash Patil and ors agreed to sale said property at Sr.No. 1 & 17 to Shri Gilbert John Mendonca. That by an Agreement dated 17.03.2005, Rashmi Mhatre & Siddharth Mhatre agreed to sale their rights in Property at Sr. No. 1 &17 to Melvin Jokin Rodricks, who in turn assigned his rights to Shri Gilbert John Mendonca vide a Agreement dated 20.03.2005. That vide an Agreement dated 04.04.2005, said Shri Gilbert Mendonca assigned his rights of Property at Sr. No. 1 & 17 to Ostwal and Sancheti. That permission u/s 20 of ULC Act has been granted by the Competent Authority Thane in respect of Property at Sr.No. 1 & 17. AND WHEREAS Chintaman Patil and Ors are the owners of property at Sr. No. 3, 7, 21, 22 & 25 and by an Agreement dated 18,04,2003 said Chintaman Patil & Ors agreed to sale their said Property to Mahavir Land Developers. That by a Triparty Agreement dated 11.10.2005 said Mahavir Land Developers with the consent and confirmation of Chintaman Patil & Ors agreed to sale said property at Sr. No. 3,7,21,22 & 25 to Ostwal and Sancheti. That permission u/s 20 of ULC Act has been granted by the Competent Authority Thane in respect of Property at Sr.No.3,7,21,22 & 25. AND WHEREAS Gladys J. Mendes & Ors are the original owners of property at Sr. No. 02 & 18. That permission u/s 20 of ULC Act has been granted by the Competent Authority Thane in respect of property at Sr. No. 2 & 18. That by several Agreements dated 27.11.1995, 02.05.1996, 27.11.1995, 07.11.1995, & 07.11.1995, said Gladys J. Mendes & Ors agreed to sell said property at Sr. No. 2 & 18 to Priyal Enterprises, who in turn assigned his rights to Ostwal and Sancheti vide an Agreement dated 16.05.2005. That vide a Deed of Conveyance dated 02.03.2008 (TNN-4 2704/2008) Smt. Lovina Kamat and ors sold their share in property at Sr. No. 2 in favour of Ostwal & Sancheti. AND by an Agreement dated 15.05.2008 Ostwal and Sancheti granted development rights of land admeasuring 8240 Sq. Meters out of Property at Sr. No. 1 to 3,7,17,18,21 & 25 to Asha Enterprises, and execution of said Agreement dated 15.05.2008 is confirmed by the parties thereof by Deed of Confirmation dated 11.08.2009 (TNN-4





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6339/2011). That vide an Agreement dated 05.01.2011 (TNN-4 122/2011) Chintaman Patil & Ors through their attorney Shri Umraosingh Ostwal surrendered 129.66 Sq. Meter area (Reserved under DP Road) out of Property at Sr.No. 22 to MBMC in lieu of PSI/TDR thereof. That vide an Agreement dated 28.09.2015 (TNN-10 14271/2015) Asha Enterprises assigned 551.68 Sq. Meters area (which is reserved for primary School and Play Ground) to Vidhi Buildcon Pvt. Ltd. That vide an Deed of Conveyance dated 18.11.2016 (TNN-4 5154/2016) Jayprakash Patil and Ors through their attorney Shri Umraosingh Ostwal being a Partner of Asha Enterprises sold an area admeasuring 1192.85 Sq. Meters (Reserved for Community Hall) to Ashish Group. That vide an Agreement dt. 28.09.2015 (TNN-10 14274/2015) Asha Enterprises agreed to sale an area admeasuring 401.15 Sq. Meters (which is reserved for Community Hall & Primary School) out of property at Sr.No. 18 to Vidhi Buildcon.

- 2. That Chintaman Patil & Ors were also Owners of property at Sr. No. 4, and vide an Agreement dated 18.04.2003, said Chintaman Patil & Ors agreed to sale said property at Sr. No. 4 to Mahavir Land Developers. That vide Tri-party Agreement dated 11.10.2005, said Mahavir Land Developers with a confirmation of Chintaman Patil & Ors agreed to sale said property at Sr. No. 4 to Ostwal & Sancheti. AND WHEREAS Chandrakant Patil & Ors were the owners of property at Sr. No. 5, by Agreement dt 14.05.2008 (TNN-4 4415/2008), said Chandrakant Patil & Ors granted development rights of said property at Sr. No. 5 to Ostwal and Sancheti. AND said property at Sr. No. 4 and 5 is being reserved for Garden hence vide two Agreements both dated 30. 11.2010 (TNN-4 10891/2010 & TNN-4 10892/2010), said Chintaman Patil & Ors and Chandrakant Patil & Ors, through their attorney Ostwal and Sancheti handed over and surrendered Property at Sr. No. 4 & 5 to MBMC in lieu of TDR/PSI thereof. That vide an Agreement dated 13.12.2012 said Ostwal & Sancheti transferred TDR/PSI of Property at Sr. No. 4 & 5 to Asha Enterprises.
- 3. That Krishna Patil & Ors were the owners of property at Sr.No.6, by an Agreement dated 07.05.2005, said Krishna Patil & Ors agreed to sale Property at Sr. No. 6 to Ostwal and Sancheti, and vide a Conveyance Deed dated 27.10.2010 and Supplemental Deed of Conveyance dated 14.12.2012 (TNN-7 8524/2012) said Krishna Patil & Ors through their attorney Ostwal and Sancheti sold the Property at Sr. No. 6 to Asha Enterprises.
- That Bhaurao Patil & Ors were the owners of property at Sr. No. 20 and 24, and vide a Agreement dated 14.05.2008 (TNN-4 4416/2008), said Bhaurao Patil & Ors agreed to grant development right in respect of property at Sr. No.

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20 & 24 to Ostwal and Sancheti. That vide a Agreement dated 04.01.2011 (TNN-4 75/2011) Bhaurao Patil and other through attorney Shri Kuideep Ostwal surrendered 252.87 Sq. Meters area out of property at Sr.No. 24 to MBMC in lieu of FSI/TDR thereof. That vide Deed of Conveyance dated 13.12.2012 (TNN-7 8526/2012) said Bhaurao Patil & Ors through their attorney Ostwal and Sancheti sold and conveyed area of said property at Sr. No. 24 along with rights of FSI/TDR to Asha Enterprises. That vide Agreement dated 30.11.2010 (TNN-4 010890/2010) said Bhaurao Patil & Ors through their attorney Ostwal and Jain handed over reserved area out of the said property at Sr. No. 20 to MBMC in lieu of TDR/FSI thereof, and vide Agreement dated 13.12.2012 said Ostwal and Sancheti transferred the rights of TDR/FSI of property at Sr. No. 20 to Asha Enterprises.

5. WHEREAS Chandrakant Patil & Ors were the owners of property at Sr. No. 11 & 14, and vide an Agreement dated 28.02.2005 said Chandrakant Patil & Ors granted development right in respect of property at Sr. No. 11 & 14 to Ostwal and Sancheti who in turn vide an Agreement dated 04.03.2008 assigned the same to Seven Eleven Construction Pvt. Ltd. That permission u/s 20 of ULC Act has been granted by the Competent Authority Thane in respect of property at Sr. No. 11 & 14. That vide an Agreement dated 27.12.2010 (TNN-4 11748/2010), said Chandrakant Patil and other through their attorney Shri Rakesh Jain, one of the partner of Seven Eleven Construction Pvt. Ltd., with a confirmation of Seven Eleven Construction Pvt. Ltd agreed to sale property at Sr. No. 11 & 14 to Asha Enterprises. AND vide a Deed of Conveyance dated 28.03.2013 (TNN 7 2456/2013) acid Chandrakant Patil and other through their attorney Rakesh Jain, one of the director of Seven Eleven Construction Pvt. Ltd. sold the property at Sr. No. 11 & 14 to Asha Enterprises.

6. That Ramesh Patil & Ors were the owners of property at Sr. No. 8 & 16, and vide an Agreement dated 27.10.2006, said Ramesh Patil & Ors agreed to sale their 2/3° share in the said property at Sr. No. 8 & 16 to Seven Eleven Construction Pvt. Ltd. That permission u/s 20 of ULC Act has been granted by the Competent Authority Thane in respect of property at Sr.No. 8 & 16. That vide an Agreement dated 16.09.1994 Smt. Kamlabai Patil & Ors agreed to sale their 1/3° share in the said property at Sr. No. 8 & 16 to Chheda Enterprises, and vide a MOU and Agreement dated 28.05.2004 said Chheda Enterprises transferred all their asset and liabilities to Sun Shine Builders And Developers Pvt. Ltd, who in turn vide an Agreement dated 28.02.2005, assigned the same to Ostwal and Sancheti, who in turn vide Agreement dated 04.03.2008

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assigned the same to Seven Eleven Construction Pvt. Ltd. AND vide two Agreements both dated 27.12.2010 (TNN-4 11750/2010 & TNN-4 11752/2010) said Ramesh Patil & Ors with a confirmation of Seven Eleven Construction Pvt. Ltd, agreed to sale their 2/3rd share in property at Sr. No. 8 and entire property at Sr. No. 16 to Asha Enterprises. AND vide an Agreement dated 27.11.10, Ostwal and Sancheti agreed to sale their 1/3" rights in respect of property at Sr. No. 8 to Asha Enterprises. That vide an Agreement dated 04.01.2011 (TNN-4-92/2011) said Ramesh Patil and other through attorney Shri Umraosingh Ostwal handed over and surrendered 344.68 Sq. Meters (Reserved for Garden) out of the Property at Sr. No. 16 to MBMC in lieu of FSI/TDR thereof. That vide a Deed of Conveyance dated 28.03.2013 (TNN-7 2509/2013) Shri Ramesh Patil & Ors through attorney Shri Kuldeep Ostwal sold an area 595.32 Sq. Meters out of Property at Sr. No. 16 to Asha Enterprises. That vide a Deed of Conveyance dated 30.06.2014 (TNN-7 5175/2014) Shri Ramesh Patil & Ors through attorney Shri Kuldeep Ostwal sold the property at Sr. No. 08 to Asha Enterprises.

7. That originally Shri Keshav Patil (died on 16.07.2001 living behind him his son Suryakant, Shashikant, Pravin and married daughter Shalini Naik, Vijaya Patil, Rajni Parve), Shri Moreshwar Patil, Shri Harishchandra Patil (died on 03.10.1992 living behind him his wife Nalini, son Pramod, daughter Nilam Pingle and Shobhana Thakur), Shri Jagannath Patil and Shri Atmaram Patil was the owners of Property at Sr. No. 19. They divided the properties of their late father Gopinath Patil accordingly Property at Sr. No. 19 come to the share of Moreshwar Patil. That vide an Agreement dated 09.11.2004 said Moreshwar Patil & Ors granted all their right in respect of Property at Sr.No. 19 to S.R. Or Company who in turn vide an Agreement dated 24.12.2006 assigned the same of to Ostwal and Sancheti who in turn assigned the same to Shree Ostwal Builders Ltd. vide an Agreement dated 04.08.2010. That vide an Agreement dated 12.08.2010 (TNN-4 7715/2010) Shri Atmaram Patil and ors agreed to sale said Property at Sr.No. 19 along with other properties to Shree Ostwal Builders Ltd. That vide an Agreement dated 30.11.2010 (TNN-4 10887/2010) said Atmaram Patil & Ors through their attorney Shri Umraosingh Ostwal had surrendered and handed over an area admeasuring 1791.23 Sq. Meters to MBMC. That vide an Deed of Conveyance dated 24.11.2011 (TNN-4 8962/2011) said Atmaram Patil & Ors through their attorney Shri Umraosingh Ostwal sold remaining Property at Sr.No.19 to Shree Ostwal Builders Ltd., who in turn vide an Agreement dated 21.10.2010 transferred the same to Asha Enterprises. That vide an Agreement dated 28.09.2015 (TNN-10 14277/2015) Asha Enterprises



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agreed to sale 200.77 Sq. Meters area (which is reserved for Primary School) to Vidhi Buildcon. AND Smt. Sandhya Praful Patil claimed that, vide an Agreement dated 21.07.1995, said Shri Keshav Patil & Ors (original owners) agreed to grant development rights of Property at Sr. No. 19 to M/s Classic Developer a proprietary of Shri Praful Kashinath Patil and in pursuance to said Agreement said Shri Keshav Patil & Ors also executed an Power of Attorney in favour of the said Shri Praful Patil, then vide a Deed of Declaration dated 14.10.2009 (TNN-11 03727/2009) Shri Praful Patil declared the execution of said Agreement. Then said Shri Praful Patil died on 08.05.2010 leaving behind his widow Smt. Sandhya Patil, and three daughters namely Miss. Shradha, Miss. Snehal and Miss. Yukta. That the said matter was settled between Smt. Sandhya Praful Patil 8. others and Shree Ostwal Builders Ltd amicably and vide an Agreement dated 12.01.2011, said Smt. Sandhya Patil & Ors transferred, released and assigned all their rights in respect of Property at Sr. No. 19 in favour of Shree Ostwal Builders Ltd., and vide a Deed of Confirmation dated 12.01.2011 (TNN-4 356/2011) said Sandhya Patil & others confirmed the legal rights & possession of Shree Ostwal Builders Ltd. in respect of Property at Sr. No. 19. That Sandhya Praful Patil was filed an Misc. Application bearing No. 414/2010 in the Court of Civil Judge Thane for grant of heairship Certificate of various properties of late Shri Praful Patil such as Flat/s, Shop/s, lands at Village Goddev, Bhayandar, Khari, Navghar, Belvali, Lonivali including Property at Sr. No. 19, and in the said Misc. Application one Shri Amol Kashinath Patil had filed his objection and he had also registered a Notice of Lis Pendency (TNN-4 3066/2011) concerning to pendency of said Misc. Application 414/2010. Form the official web site of District Court it's appeared that the said Misc. Application 414/2010 is disposed off on 03.08.2011. That from the documents of Late Shri Praful Patil It's appeared that there is no any connection of Shri Amol Patil in respect of Property at Sr. No. 19. That said Shree Ostwal Builders Ltd. also informed me that no any suit, complaint, revenue proceeding has been instituted by Shri Amol Patil against Shree Ostwal Builders in respect of Property at Sr. No. 19 and no litigation is pending between Shri Amol Patil and Shree Ostwal Builders Ltd. AND that one Shri Manubhai Vadilal Shah claiming that one Classic Developer vide an Agreement (Vachan Chitthi) dated 20/10/1994 acquired the Property at Sr. No. 19 from Shri Keshav Patil & Ors and vide an writing (Vachan Chitthi) dated 28.10.1994 said Classic Developer agreed to sale the Property at Sr. No. 19 to him and he filed a Civil Suit bearing No. 582/2013 in respect of Property at Sr. No. 19 against Shree Ostwal Builders Ltd. and the said Suit 582/2013 is pending before the Civil

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Judge Thane for hearing, no any injunction and/or prohibitory order has been passed in said Suit No. 582/2013. That one Mr. Punamiya as an attorney of Manubhai Shah also filed a RCS No. 1236/2012 (Old No. Spl.C.S. No. 187/2011) and said Mr. Punamiya also lodged a Notice of Lis-Pendency (TNN-4 2575/2012) recording the pendency of said RCS No. 1236/2012. That the Temporary Injunction Application filed below Exb. 5 in the said RCS 1236/2012 has been rejected by the Civil Judge on 10.10.2013 against which said Manubhai Shah filed an Appeal bearing No. Misc. Civil Appeal No. 222/2013 before the Hon'ble District Judge Thane who rejected the said appeal. That Manubhai Shah is claiming rights on the basis of above mentioned two Vachan Chitthi's which are nothing but only an Understanding between the concern parties only. That both Vachan Chitthi's are not properly stamped and unregistered, as well in the Vachan Chitthi alleged to have been executed by Keshav Patil & Ors in favour of Classic Developer is without any consideration, in the said Vachan Chithi it is clearly recorded that the validity of said Vachan Chitthi is only for one month (i.e. till 19.11.1994) and it is matter of record that within a Validity of Said Vachan Chithi no Agreement (Sathe Karar) has been executed between Classic Developers and Shri Keshav Patil and other. That in a Vachan Chitthi dated 28.10.1994 alleged to be executed by Classic Developers in favour of Manubhai Shah it is recorded that if within a four year of said Vechen Chitthi Classic Developer will not comply the terms and conditions of said Vachan Chitthi then they will compensate to Manubhai Shah to the sum of Rs 1000/- per Sq. yards along with an interest at the rate of 18 %. That in the plaint of said R.C.S. No. 1236/12 it is also mentioned that Manubhai Shah was also filed a Special Civil Sult No. 34/2000 against the said Classic Developers. That the said Spi.C.S. 34/2012 dismissed in default on 31.01.2012. AND that vide a Release deed dated 20.05.2011 and 31.08.2016 (TNN-4 4418/2016), the Estate Investment Company Pvt. Ltd. had released all their right, title and interest in respect of Property at Sr. No. 19 in favour of Shree Ostwal Builders Ltd.

That Shri Mahadev Patil & Ors were the owners of property at Sr. No. 9, who vide an Agreements dated 20.01.2007 and 18.08.2009 agreed to sale property at Sr. No. 9 to Shree Sairaj Enterprises. That vide a Agreement dated 12.11.2011 (TNN-4 8666/2011) said Mahadev Patil & Ors through their attorney Kamlesh Ambani as a proprietor of Sairaj Enterprises, with a confirmation of Shree Sairaj Enterprises agreed to sale said property at Sr. No. 09 to Asha Enterprises. AND vide a Deed of Conveyance dt 28.03.13 (TNN-







- 7 2508/2013), said Mahadev Patil & Ors through their attorney Kamlesh Ambani sold the said property at Sr. No. 09 to Asha Enterprises.
- 9. That Anandibai Patil & Ors were the owners of property at Sr. No. 12, and vide an Agreement dated 22.03.2007, said Anandibai Patil & Ors agreed to sale said property at Sr. No. 12 to Mahant Builders and Land Developers, who in turn vide a Deed of Assignment dated 30.04.2007, assign the same to Shree Sairaj Enterprises a proprietor of Shri Kamlesh Ambani. That vide Agreement dated 04.07.2011 (TNN-4 6571/2011) Anandibai Patil & Ors with a confirmation of said Mahant Builders and Land Developers agreed to sale said property at Sr. No. 12 to Shree Sairaj Enterprises. AND vide a Agreement dated 04.01.2012 (TNN-4 365/2012) Chinataman Patil & Ors agreed to their rights in said property at Sr. No. 12 to Shree Sairaj Enterprises. That vide a Deed of Conveyance dated 23.04.2012 (TNN-7 3199/2012), said Anandibai Patil & Ors through their attorney Kamlesh Ambani with a confirmation of Shree Sairaj Enterprises sold the property at Sr. No. 12 to Asha Enterprises.
- 10. That Shri Kamlakar Patil & Ors were the owners of property at Sr. No.15, who vide several Agreements dated 18,02,2006, 18,02,2016, and 09,03,2006 sell the property at Sr. No.15 to Sairaj Enterprises. That vide Deed of Conveyance dated 31,12,2011 (TNN-7 2808/2012) said Kamlakar Patil & Ors through their attorney Kamlesh Ambani with a confirmation of Shree Sairaj Enterprises sold the said property at Sr. No. 15 to Asha Enterprises. That vide a Agreement dated 23,04,2014 (TNN-7 3602/2014) Kamlakar Patil and other through attorney Shri Umraosingh Ostwal of Asha Enterprises handed over, surrendered 380 Sq. Meters (reserved for Garden) out of Property at Sr. No. 15 to MBMC in lieu of FSI/TDR thereof.
- 11. That Smt. Janabai Patil was the owner of property at Sr. No. 10 &13, vide Agreement dated 28.04.2005, Jananbai Patil and her child's sell the property at Sr. No. 10 & 13 to Naresh Jain and another, who in turn by an Agreement dated 19.04.2007 assigned the same to Kamlesh Ambani proprietor of Shree Sairaj Enterprises, who in turn by an Agreement (TNN-4 7418/2007) assigned the same to Salangpur Associates who in turn by an Agreement dated 02.11.2007 assigned the same to Kripa Builders And Developers who in turn by an Agreement dated 09.05.2008 assigned the same to Metro Development Corporation. That permission u/s 20 of ULC Act has been granted by the Competent Authority Thane in respect of property at Sr. No. 10 & 13. AND Janabai Patil & Ors also executed a Power of Attorney in favour of Kamlesh Ambani in respect of property at Sr. No. 10 & 13. AND vide





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a Conveyance Deed dated 12.11.2009 (TNN-4 6145/2009) said Janabal Patil and ors through their attorney Kamlesh Ambani with confirmation of Metro Development Corporation sold the said property at Sr. No. 10 & 13 to Asha Enterprises. That vide an Agreement dated 24.02.2011 (TNN-4 1639/2011) Asha Enterprises handed over 420.20 Sq. Meters (which should be 270.20 Sq. Meters) area out of the property at Sr. No. 10 & 13 to MBMC in lieu of FSI/TDR thereof and the said area of agreement dated 24.02.2011 was rectified by the Parties as 270.20 Sq. Meters vide a Rectification Deed dated 18.03.2011 (TNN-4 2399/2011).

- 12. That Shri Sadanand Patil & others were the owners of property at Sr. No. 23, and vide Agreement dated 22.02.2008 (TNN-4.1888/2008), said Sadanand Patil & Ors granted their rights in respect of the said property at Sr. No. 23 to Gujarat Land Developers. That vide a Deed of Conveyance dated 23.07.2010 (TNN-4.7097/2010) said Sadanand Patil & Ors through their attorney Nitesh Hedpara & Navin Patil beaing partners of Gujrat Land Developers with a confirmation of said Gujrat land Developers sold the said property at Sr. No. 23 to Asha Enterprises. AND an area admeasuring 298,84 Sq. Meters out of said property at Sr. No. 23 is reserved and vide an Agreement dated 04.01.2011 (TNN-4.76/2011)said Asha Enterprises handed over the said reserved portion to MBMC in lieu of TDR/FSL.
- 13. That the Estate Investment Company Pvt. Ltd, has issued a letters whereby recorded their no objection for conversion of all above said properties into Non-Agricultural land and said Asha Enterprises had paid the consideration thereof to said Estate Investment Company Pvt. Ltd. That vide a Indenture of Mortgage (without possession) dated 13.01.2016 (which is registered under serial No. TNN-7 525/2016) executed by said Asha Enterprises as a Brower and Mortgagor, Shri Umraosingh Ostwal as a Confirming Party I, Smt. Asha Ostwal as a Confirming Party 2, Shree Ostwal Builders Ltd as a Confirming Party 3 and Ostwal Investment and Credit Ltd as a Confirming Party No. 4 in favour of Unit Trust of India Advisory Services Ltd. as a Security Trustee of LIC Housing Finance Ltd. i.e. Lender, said Asha Enterprises obtained the loan facility of Rupees Thirty Five Crore from the LIC Housing Finance Ltd by Mortgaging the Old Survey No. 297/1,2,3,5,6,7,9,10,12,15 and 298/13 out of above properties and units in Ostwal Orchid Building No. 09 to 12. I also noticed some entries concerning to Agreement For Sale whereby Asha Enterprises agreed to sell the Flats & Shops in said Building Ostwal Orchid Building No. 01 to 05, 08 to 12 to respective Purchaser thereof.



14. That on the Application of said Asha Enterprises, MBMC had sanctioned the plans and amended the same time to time for construction of buildings in the larger layout of above said entire properties on the portion of land admeasuring 11612.17 Sq. Meters (hereinafter referred as Said Entire Project Land) for the construction of 22,546.39 square meters FSI and accordingly issued the Commencement Certificate/s and amended the same time to time. That said Asha Enterprises has named the said larger layout as "Ostwal Orchid" and constructed Building bearing No. 01 to 05 and 08 to 12 in the said Layout and MBMC has also issued Occupation Certificate/s of Building No. 01 to 05 and 08. That the construction of Building No. 09 to 12 is also completed. That said Asha Enterprises had applied for Environment clearance and their said proposal is pending before the concern authority since long.

I say that as per aforementioned information and documents produce to me and taken search in the Office of Sub – Registrar, in my opinion title of the said properties is free from all other registered encumbrances and marketable, and said M/s ASHA ENTERPRISES have a right and authority to sale the premises in the said buildings which was constructed by them on the said Project Land, to the prospective purchaser/s, subject to what is stated hereinabove and relevant permission/s from the concern authorities.

Signature

Adv. Vivek N. Bhutada