

KIRIT N. DAMANIA & CO.

ADVOCATES & SOLICITORS

COPY

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Title Certificate

24 JAN 2017

Schedule of Land

Village Rees, Taluka Khalapur, Dist Raigad.

Sr. No	Survey Number	Hissa Number	Area H-A-P
1	99	4	0-11-0
2	99	6	0-32-0
3	105	5	0-65-0
4	106	1	0-08-1
5	106	2	0-57-8
6	112	3	0-69-0
7	113	0	0-17-2
8	114	2	0-62-2
9	116	2	0-07-1
10	106	4	0-56-3
11	106	7	0-05-3
		Total	3-91-0

15/11

This is to certify that we have investigated the title in respect of the above Property and for that purpose we caused searches in the various Sub-Registries, Offices of Revenue Department and we state as under;

- 1) At all times material Shri Anant Raghunath Mandey being an agriculturist was an agricultural tenant of Shri. Vasant Vishnu Lakre .On coming into force the Bombay Tenancy and Agricultural Lands Act 1948 the said Shri Anant Raghunath Mandey became protected tenant in respect of the above Property and he continued to carry on agricultural operations thereon. On the amendment of the said Act and in view of section 32M (being incorporated in the said Act) the said Shri Anant Raghunath Mandey became entitled to purchase the said Property from the Owner after following the procedure prescribed therefore,
- 2) The said Shri Anant Raghunath Mandey had opted to purchase the said Property and he was required to pay the purchase price thereof in accordance with

the provisions of the said Act. Since the said Shri Anant Raghunath Mandey had entered into an Agreement with Smt. Sushila Jayantilal Gala and Shri. Zabiullah Hakiullah Khan for sale of the said land and as disputed arose between them suit for specific performance of the said Agreement was filed by Smt. Sushila Jayantilal Gala and Shri. Zabiullah Hakiullah Khan against Anant Raghunath Mandey in the court of the Civil Judge (Senior Division) at Panvel being Special Civil Suit No. 56 of 2009 and as per order dated 7/2/2015 on the consent terms of the same date filed in the said Court

and pursuant to the order made by the Court also dated 7/2/2015 on the consent terms the said Anant Raghunath Mandey executed a sale deed dated 23/2/2016 in respect of 65% undivided share of the said Property in favour of Smt. Sushila Jayantilal Gala and Shri. Zabiullah Hakiullah Khan The said Sale Deed is registered at the Panvel Sub-Registry under serial No. 706 of 2016. It is clarified here that prior to the execution of the said Sale Deed the

parties thereto had completed all the procedure under sections 43 and 63 of the said Act and the said Sale Deed was executed as per the permission obtained as foresaid. As per the order made under section 43 the said Property was conveyed in favour (1) Smt. Sushila Jayantilal Gala and (2) Shri Zabihullah Hakimullah Khan for the purpose of carrying out agricultural activities on the said undivided 65% area admeasuring 2 Hectors 54 Aar.

3) In view of the said Sale Deed the said area was mutated in the name of the Purchasers 1) Smt. Sushila Jayantilal Gala and 2) Shri. Zabihullah Hakimullah Khan in all the land records. The possession of the said Area has since than been with Smt. Sushila Jayantilal Gala and Shri. Zabiullah Hakiullah Khan.

4) Further by virtue of the Sale Deed dated 22nd November 2016 the remaining undivided 35% share in the said property was also conveyed by the said Shri Anant Raghunath Mandey in favour of 1) Smt. Sushila Jayantilal Gala and 2) Shri. Zabiullah Hakiullah Khan as

more Particularly setout in the said Conveyance Deed. The said Conveyance Deed is Registered in the office of the Sub-Registrar of Khalapur under serial No. 3922 of 2016. The said 35 % undivided share in the said Property admeasuring 1 Hectors 37 Aar was also mutated in the Revenue Records in the names of the said 1)Smt. Sushila Jayantilal Gala and 2)Shri. Zabiullah Hakiullah Khan. The said Conveyance deed was also executed pursuant to the order made under section 43 of the said Act as aforesaid and after compliance with all the requirements thereof.

- 5) We are instructed that though the said property conveyed in favour of the purchasers 1) Smt. Sushila Jayantilal Gala and 2) Zabiulla Hakimulla Khan for carrying out of agricultural operations in view of land being in Residential Zone under the Development plan of the area as per the Maharashtra Revenue Code it is possible to construct thereon various residential and commercial structures.

6) Thereafter the Owners Smt. Sushila Jayantilal Gala and Shri. Zabiullah Hakiullah Khan entered into with M/s. Anantham Epic Homes (herein referred as Developers) a joint Development Agreement dated 17th November 2016 for carrying out thereof development work interalia by construction of various structures. By and under the said Development Agreement (registered under 2165/2017), the Owners have inerlia granted to the Developers the rights to develop the Plan/ Phase I of

the said property as per its layout plan as prepered by the Developer and approved by the concern authorities by using utilizing and consuming the FSI/FAR/part development potential to the extent of 24,198 sq. mtrs. (Municipal built up area) in the construction of the Phase I Buildings in the manner as therein mentioned. The said joint Development Agreement is lodged by the Developers with the Stamp Authorities for adjudication of Stamp Duty payable thereon. On such Adjudication being made the required Stamp Duty will be paid by the Developers and step will be taken for completing the

formalities of Registration thereof. Agreement. In the mean while following steps are being taken in regard to obtaining the Development Permission for the said Property. Such Development permissions shall include interlia:

- a. Approval of layout plan of the said Property under which the property is to be developed in three phases being phase I, Phase II, Phase III.
- b. Obtaining approval of the building plans to be constructed on the Phase I of the said layout plan.
- c. It is provided in the said Development Agreement that the Developers will carry out the development work on the said wise and Phase they will be entitled to commence carrying out development of any next phase only after the development sale has been carried out of an agreed percentage of

the development contemplated for the preceding Phase

d. The following salient features in regard to the development of the First Phase of the proposed Layout are to be carried out;

i) The Owners and the Developers have jointly prepared a layout plan of the Entire Plot admeasuring 39100 sqmtrs. Showing Phase I, Phase II and Phase III (without subdividing the Entire Plot) as follows:

ii) Phase I admeasuring 13,225.00 sq mts forming a part of the Entire Plot shown by Red colour outline on the Plan hereto annexed to the Development Agreement (hereinafter referred to as "Plot /Phase I");

(iii) Phase II admeasuring 8,800.00 sq mts forming a part of the Entire Plot shown by Green Colour outline on the Plan hereto annexed to the Development Agreement (herein referred to as "Phase II");

(iv) Phase III admeasuring 17,120.00 sq mts forming a part of the Entire Plot shown by Blue Colour outline on the Plan annexed to the

Development Agreement (herein referred to as "Phase III");

- e. The Owners have agreed with the Developers and the Owners declare that the Owners will not in any way alter/modify their title to the Entire Plot. The

Owners Have further declared that the Entire Plot is in absolute ownership of the Owners and is free from all encumbrances and claims. Provided however, the Owners or any of them will always be entitled to sell/transfer their respective undivided right in the Entire Plot amongst their respective family members and the Owners shall in that event obtain confirmation of such transferees to the provisions of the said Development Agreement and obtain/agreement/confirmation of such transferees that the transferees shall agree to abide by the provisions of the Development Agreement. The Owners have agreed that they shall intimate the Developers of any changes in the title of the Entire Plot as mentioned in this

sub-clause, and furnish to the Developers certified copies of the deed affecting such transfers.

f. The Owners have procured from and caused the respective Owners of the appurtenant/ adjoining lands bearing (i) Survey No.99, Hissa No.10 and (ii) Survey No. 105, Hissa No. 2 to sell the same unto the Owners to the end and intent that the Entire Plot (including the Plot/Phase-I) has now proper 'approach road' from the Main Road. As shown in burnt sienna on the Plan Annexed to the Development Agreement.

g. The Developer declare that the developers have caused all the 'reservations' on the Entire Plot to be amalgamated and shifted in suitable locations as shown in the 'Revised Reservation Plans' which are annexed to the Development Agreement which are as approvable by the concerned Local Authorities and which are in consonance with the 'Approvable Plans' (as

set-out in the said joint development Agreement) including the layout plans of the said property already prepared and got approved by the concern authority. All costs, charges and expenses in that behalf have been borne and paid by the Developers alone.

- h. The Owners and Developers have jointly prepared the detailed plans, specifications, designs, etc. in respect of (i) the Phase I Buildings to be constructed on the Plot/Phase I and (ii) all the detailed designs and specifications of the infrastructural requirements to be provided on the Plot/Phase I for the purpose of the Phase I buildings (hereinafter referred to as the 'Approvable Plans'). The Approvable Plans have been duly signed by the Owners and the Developers hereto as a 'token' of the same being finalized and crystallized by and between themselves. The same have been exchanged by them prior to the date of this certificate.

- i. In consideration of the Owners granting unto the Developers the right to develop the Plot/Phase I by construction of the Phase I Buildings, the Developers have got caused the MSRDC or other competent authority to (a) Sanction and approve the 'Layout Plans' as per the Layout Plans referred to herein above and also to get sanctioned and approved the 'Approvable Plans' of the Phase I, II and III buildings and those of the Sports Academy, Hospital and School Building on the said property and also the sanctions of such amenities to provide the infrastructural requirements to the Entire Plot.

In the view of the above we hereby certify that the title of the owner Shri. Anant Raghunath Mandey was clear and marketable and he has by execution of the above said two conveyance deeds dated Feb. 23, 2016 and dated Nov. 22, 2016 conveyed the entire plot of 39100 sqmts onto 1. Smt. Sushila Jayantilal Gala and 2. Shri Zabihallah Hakimulla Khan and accordingly the

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title of the said 1. Smt. Sushila Jayantilal Gala and 2. Shri Zabihallah Hakimulla Khan to the above property is clear and marketable, The Developers will be entitled to develop the same as per the provision of the said development agreement.

For Kirit N. Damania & Co.

Kirit N. Damania

Proprietor

Housiey.com