

Date: 07.12.2015

REF/SNG/TC/KP

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re:

SAID PROPERTY

Property being all that piece and parcel of land admeasuring in aggregate 116,100 sq. mtrs. bearing Survey No. 63/0, 64/1, 64/2, 65/1, 65/2, 65/3, 66/2, 66/3, 66/5, 66/6, 66/7, 66/8, 66/13, 66/14, 66/15, 67/1A, 67/1B, 67/2, 68/1, 68/2, 68/3, 68/4, 68/5, 68/6, 68/7, 69/1A, 69/1B, 69/2, 69/6, 69/7, 70/1, 70/2, 71/1B, 71/1A+2A+5B, 71/3, 71/4+25K, 71/5A, 71/6A, 71/6B, 71/7, 71/8B+9K, 71/8A+9B, 71/10+9A, 71/11, 71/12, 71/13, 71/14, 71/15, 71/16, 71/17A, 71/17B, 71/17K, 71/18, 71/19, 71/20, 71/21B, 71/22+21A, 71/23B, 71/24+23A, 71/25A+5K, 71/25B, 81/3, 81/4, 81/5, 81/6, 81/7, 81/8, 81/9, 81/10, 81/11, 81/12, 81/13, 81/14, 82/1, 82/2, 82/3, 82/4, 83/1, 83/4A, 83/5A and 83/6 situated at village Kon, Taluka Panvel, District Raigad.

FREE SALE PROPERTY
(OUT OF THE SAID PROPERTY)

Property being all that piece and parcel of land admeasuring in aggregate 63684.26 sq. mtrs bearing Survey No. bearing Survey No. 63/0, 64/1, 64/2, 65/1, 65/2, 65/3, 66/2, 66/5, 66/6, 66/7, 66/8, 66/13, 66/14, 66/15, 67/1B, 67/2, 68/3, 68/4, 68/5, 68/6, 68/7, 69/1A, 69/1B, 71/1A+2A+5B, 71/5A, 71/6A, 71/6B, 71/7, 71/8B+9K, 71/8A+9B, 71/10+9A, 71/11, 71/12, 71/13, 71/14, 71/15, 71/16, 71/17A, 71/17B, 71/17K, 71/18, 71/19, 71/20, 71/21B, 71/22+21A, 71/23B, 71/24+23A, 71/25A+5K, 81/5, 81/7, 81/8, 81/9, 81/10, 81/11, 81/12, 81/13, 81/14 and 82/1 situated at village Kon, Taluka Panvel, District Raigad.

We have been requested by our client, (i) M/s. Diana Infrastructure Limited i.e. Owners of the Said Property and (ii) M/s. Lucina Land Development Limited i.e. Developer in respect of the Said Free Sale Property ("Client") to investigate their right, title and interest in respect of the Said Property and Said Free Sale Property respectively.

1. STEPS

With respect to the investigation of title, we have undertaken the following steps:

- (i) Perused the title deeds with respect of the Said Property, list whereof is annexed hereto and marked as Annexure "A".
- (ii) Caused to undertake searches at the office of the concerned Sub-Registrar of Assurances at Mumbai for a period of thirty years with respect to the Said Property.
- (iii) Caused to undertake ROC search of the M/s. Diana Infrastructure Limited and M/s. Lucina Land Development Limited with respect to the Said Property.

2. CHAIN OF TITLE:-

On perusal of the documents provided to us we observe as under:-

Tracing of title of (i) Survey no. 68 Hissa no. 2 admeasuring 0H 05.6R
(Property no. 1), (ii) Survey no. 68 Hissa 4 admeasuring 0H 03.5R

come across any encumbrances recorded with the Registrar of Companies in respect of the Said Property.

6. CONCLUSION:

The title of M/s. Diana Infrastructure Limited as an owner of the Said Property and the title of M/s. Lucina Land Development Limited as a Developer in respect of the Free Sale Property is clear and Marketable subject to (A) what has been stated hereinabove; (B) charge of IDBI Trusteeship Services Limited over (i) Property – A (excluding Property No. 1 out of the Said Property – A), (ii) Property – B (excluding Property No. 3 & 7 out of the Said Property – B), (iii) Property – C (excluding Property No. 3 out of the Said Property – C) and (iv) (i) Property – E (excluding Property No. 1 out of the Said Property – E) out of the Said Property and (C) (i) outcome of Special Civil Suit Nos. 167/2013 and 379/2013 pertaining to (i) Property No. 3,4,5 & 7 out of Property No. F out of the Said Property and (ii) Property No. H out of the Said Property and (II) Special Suit No. 446/2014 Before City Civil Court at Panvel in respect of Property H.

QUALIFICATIONS AND ASSUMPTIONS:

This Report is given subject to the following qualifications:

- (i) We have presumed that all the documents as shown to us are final and have not been amended or modified in any manner and that in relation to the documents provided to us such documents are within the capacity and powers of and have been or shall be duly authorized, executed and delivered by and are binding on the parties thereto.
- (ii) This opinion does not extend to any oral amendments of any term of the aforementioned documents, which may be amended orally by the parties and substantiated by their conduct despite provisions in the aforementioned documents to the contrary;
- (iii) This opinion does not cover any litigation, suits etc. filed in any court in respect of the Said Property, save and except for the disclosed litigations.
- (iv) All information including documents that has been supplied to us by the client or the client's representatives has been accepted as being correct unless otherwise stated. Our maximum aggregate liability to any involved parties arising from, or in relation to, this appointment (in contract, tort, negligence or otherwise) howsoever arising shall not in any circumstances exceed the professional fee payable to SNG & Partners for this specific mandate."
- (v) It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances are subject to availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.



SNG & PARTNERS
Advocates & Solicitors

- (vi) We have not issued any public notices in respect of the Said Property.
- (vii) This opinion is solely for the benefit of the addressee and without our consent it is not to be referred to and relied upon by any other person whatsoever.

Thanking you,
Yours truly,
For SNG & Partners

Authorized Signatory



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