

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated the title to the land bearing Old Survey No.507, New Survey No.94, Hissa No.1/2/A, admeasuring 5536.53 sq.meters, situate at Village Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation and have to state as hereunder.

1. Shri Madhukant Chandulal Shah, Shri Mayurdwaj Chandulal Shah, Shri Kiran Chandulal Shah, Shri Haren Chandulal Shah, Shri Chandrakant Bhaidas Shah, Shri Vipinchandra Bhaidas Shah, Smt. Pramilabai Narottamdas Shah, Shri Nikunj Dinesh Shah, Shri Birju Dinesh Shah and Smt. Hansaben Dinesh Shah (for short hereinafter jointly and collectively referred to as the "**Original Owners**") had owned an area admeasuring 5536.53 sq.meters forming the portion of the land bearing Old Survey No.507, New Survey No.94, Hissa No.1/2/A, situate at Village Bhayandar, Taluka and District Thane, situate at Village Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation (for short hereinafter referred to as the "**Said Property**").

2. By an Agreement, dated 2<sup>nd</sup> July, 1990 (for short hereinafter referred to as the "**First Agreement**") the original owners and their respective family members had jointly agreed to sell the said property to Mr. Sayed Nazar Hussain at the price and on the terms and conditions stipulated therein.

3. By a Supplementary Agreement, dated 20<sup>th</sup> January, 1991 (for short hereinafter referred to as the "**Second Agreement**") the original owners with the consent and confirmation of Mr. Sayed Nazar Hussain had granted

the development rights of the said property to M/s. Asmita Builders at the price and on the terms and conditions stipulated therein.

4. In pursuance of the second agreement, the original owners had executed an Irrevocable General Power of Attorney, dated 4<sup>th</sup> April, 1991 (for short hereinafter referred to as the "**Second Power of Attorney**") in favour of partners of M/s. Asmita Builders conferring upon them several powers inter-alia power to develop the said property or any portion thereof by constructing buildings thereon.

5. M/s. Asmita Builders, being a partnership firm came to be dissolved on 1<sup>st</sup> April, 2010 and thereupon, the company known as Asmita India Limited who was one of the partners of M/s. Asmita Builders has retained the business of M/s. Asmita Builders by settling all the accounts of other partners. By virtue of deed of dissolution of partnership of M/s. Asmita Builders all the rights relating to the properties/assets including present and future rights of erstwhile M/s. Asmita Builders belongs to Asmita India Limited. Asmita India Limited is seized and possessed of vacant land admeasuring 5536.53 sq. meters out of the total area admeasuring 10000 sq. meters comprising the land bearing Old Survey No. 507, New Survey No. 94, situate at Village Bhayandar, Taluka and District Thane.

6. For developing the said property, Asmita India Limited has obtained the following permissions and sanctions from the authorities concerned.

- i. No-Objection Certificate No. UALC/TA/ATP/Section-20/SR-65/529, dated 9<sup>th</sup> August, 2021 from the Addl. Collector & Competent Authority, Thane .

- ii. No Objection Letter Ref. No.MNP/FIRE/881/2021-22, dated 25<sup>th</sup> October, 2021 from the Chief Fire Officer of the Mira Bhayander Municipal Corporation
- iii. Commencement Certificate No. MNP/NR/3135/2021-22, dated 30<sup>th</sup> December, 2021 from the Mira Bhayander Municipal Corporation to commence with the work of construction of T-1 Type Building consisting of Part Ground + One Upper Floor, admeasuring 763.87 sq. meters and T-2 Type Building consisting of Part Ground + Six Part Podium + 7 to 29 Upper Floors, totally admeasuring 5536.53 sq. meters sq. meters of F.S.I on the said property.

7. In the premises aforesaid, Asmita India Limited became entitled to construct T-1 Type Building consisting of Part Ground + One Upper Floor, admeasuring 763.87 sq. meters and T-2 Type Building consisting of Part Ground + Six Part Podium + 7 to 29 Upper Floors, totally admeasuring 5536.53 sq. meters of F.S.I on the said property.

8. I have considered the Search Report, dated 13<sup>th</sup> June, 2021 taken by Shri Sharad N. Pawar in the office of Sub-Registrar of Assurance at Thane-1, 2, 4, 5, 7, 10 & 12 from the year 1992 to 13<sup>th</sup> June, 2021 pertaining to the said property.

9. On the whole from the Search Report, dated 13<sup>th</sup> June, 2021 taken by Shri Sharad N. Pawar in the office of Sub-Registrar of Assurance at Thane-1, 2, 4, 5, 7, 10 & 12 from the year 1992 to 13<sup>th</sup> June, 2021 and also on the basis of documents furnished to me, I hereby state and certify that the title to the said property viz. an area admeasuring 5536.53 sq.meters forming the portion of the land bearing Old Survey No.507, New Survey No.94, Hissa No.1/2/A, situate at Village Bhayandar, Taluka and District Thane, situate at Village Bhayandar, Taluka and District

Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation is clear, marketable and free from all encumbrances. I further state and certify that on the basis of permissions and sanctions granted by the authorities concerned Asmita India Limited is entitled to construct the T-1 Type Building consisting of Part Ground + One Upper Floor, admeasuring 763.87 sq. meters and T-2 Type Building consisting of Part Ground + Six Part Podium + 7 to 29 Upper Floors, totally admeasuring 5536.53 sq. meters of F.S.I in the layout of an area admeasuring 5536.53 sq. meters forming the portion of the land bearing Old Survey No.507, New Survey No.94, Hissa No.1/2/A, situate at Village Bhayandar, Taluka and District Thane situate at Village Bhayandar, Taluka and District Thane, in the Registration District and Sub-District of Thane and now within the limits of the Mira Bhayandar Municipal Corporation and to sell the flats and other premises in the aforesaid buildings to the prospective purchasers thereof by executing agreements under the provisions of Real Estate (Regulation and Development) Act, 2016, read with Rules and Regulations made therein.

Date : 20<sup>th</sup> January, 2022.



Advocate