

M/S. RAJIV PATEL AND ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg, (East Street), Pune - 411 001

Ref. No. :

Date :

CERTIFICATE OF TITLE

RE: All those pieces and parcels of land or ground admeasuring in the aggregate 45374.67 sq.mtrs. comprising of Plot Nos. 1, 2A, 2B, the Open Spaces for the said Plot Nos.1, 2A & 2B out of the sanctioned Layout in respect of the larger land admeasuring Hectares 09 = 80 Ares being a portion out of the land admeasuring Hectares 11 = 09 Ares bearing Survey No. 66 Hissa No. 1 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and falling in the "residential" zone under the Draft Development Plan for the extended areas of the City of Pune together with the portion admeasuring 5260.94 sq.mtrs. out of the said sanctioned layout falling under the two Development Plan Roads earmarked to pass through the said Layout and further together with the Amenity Space admeasuring 13679.05 sq.mtrs out of Plot No.4 out of the said Layout.

We have been instructed by MARVEL LANDMARKS PRIVATE LIMITED, A company limited by shares Incorporated under the provisions of the Companies Act, 1956 having its Registered Office at A10/1, Meera Nagar, Koregaon Park, Pune 411001, to investigate the title of (1) SHRI JAIPRAKASH SITARAM GOEL, (2) SHRI. ATUL JAIPRAKASH GOEL, (3) SHRI. SUBHASH



SITARAM GOEL, (4) SHRI. UMESH SITARAM GOEL and (5) SHRI. RAJENDRA SITARAM GOEL (hereinafter referred to collectively for the sake of brevity as "the Owners" and individually as "Nos. (1) to (5) of the Owners" respectively) to the above captioned land and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the same. We have carried out such investigation and our observations in respect thereof are as under:-

- 1) (i) Shri. Dagdu Vithoba Shinde, (ii) Smt. Kondabai Shankar Dagde, (iii) Shri. Batu Umaji Pathare and (iv) Shri. Maruti Sopan Pathare & Shri. Tukaram Dhondiba Pathare were the holders as tenants-in-common each having one-fourth ($1/4^{th}$) share in all that piece and parcel of land or ground admeasuring Hectares 11 = 09 Ares bearing Survey No. 66 Hissa No. 1 situate, lying and being at Village Kharadi, within the Registration Sub-District of Taluka Haveli, District Pune.
- 2) In or around the year 1975, the said land bearing Survey No. 66 Hissa No.1, Kharadi was earmarked for acquisition for the Maharashtra Industrial Development Corporation. However, as the Maharashtra Industrial Development Corporation did not require the said land, such acquisition proposal was dropped. Such proposed acquisition and the deletion thereof was given effect to in the Revenue Record vide Mutation

Entry No.1172 dated 19.02.1975 and Mutation Entry No.3576 dated 04.07.1991 respectively.

- 3) The said Shri. Tukaram Dhondiba Pathare died intestate on 24.01.1985 leaving behind him, as his only heirs and next-of-kin, his widow, Anusayabai, his sons, namely, Pandharinath & Bapusaheb and his daughters, namely, Smt. Indubai Vasantrao Satav, Smt. Sundarabai Babasaheb Pawar, Smt. Ranubai Baburao Umap, Smt. Tanhubai Devram Gogavale, Smt. Aruna Narayan Kale, Sou. Devital alias Babytai Dadabhau Bharné, Smt. Shardabai Narhari Gavhane & Smt. Latabai Subhash Gaikwad. The names of the said heirs of the said late Shri. Tukaram Dhondiba Pathare were entered on the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No. 1, Kharadi as the holders of the undivided share of the said late Shri. Tukaram Pathare therein vide Mutation Entry No.1685 dated 09.02.1985.
- 4) The said Shri. Baburao Umaji Pathare died intestate on 24.05.1985 leaving behind him, as his only heirs and next-of-kin, his sons, namely, Appasaheb, Annasaheb & Maruti, his daughters, namely, Smt. Dagdabai Dattu Pawar & Smt. Shalubai Maruti Nanekar and his brother, Shri. Bhausahab Umaji Pathare. The names of the said heirs of the said late Shri. Babu Umaji Pathare were entered on the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No. 1, Kharadi as the holders



of the undivided share of the said late Shri. Baburao Umaji Pathare therein vide Mutation Entry No. 1711 dated 22.07.1985.

- 5) The said Shri. Dagdu Vithoba Shinde died intestate on 19.11.1986 leaving behind him, as his only heirs and next-of-kin, his widow, Yashodabai, his only son, Dillip, and his daughters, namely, Smt. Kalindi Suryakant Gadekar & Smt. Vandana Pandurang Gorade. The names of the said daughters of the said late Shri. Dagdu Shinde were entered in the "Other Rights" column of the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No. 1, Kharadi and the names of the said son and widow of the said late Shri. Dagadu Shinde were entered on the Revenue Record as the holders of the undivided share of the said late Shri. Dagadu Vithoba Shinde therein vide Mutation Entry No. 1982 dated 12.05.1987.
- 6) The said Smt. Kondabai Shankar Dagde died intestate on 22.04.1978 leaving behind her, as her only heirs and next-of-kin, her sons, namely, Dnyanoba & Nivrutti Shankar Dagde. The names of the said sons of the said late Smt. Kondabai Dagade were entered on the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No. 1, Kharadi as the holders of the undivided share of the said late Smt. Kondabai Shankar Dagade therein vide Mutation Entry No. 2237 dated 21.04.1988.

- 7) The said Shri. Appasaheb Baburao Pathare died intestate on 26.12.1991 leaving behind him, as his only heirs and next-of-kin, his widow, Janabai, his son, Govind, his daughter, Smt. Sunita Hanumant Shilvale, his daughter-in-law, Smt. Subhadra Nand Ram Pathare (widow of his pre-deceased son Shri.Nand Ram Appasaheb Pathare) and his grand sons, namely, Santosh, Sandeep & Sunil Nand Ram Pathare. The names of the said heirs of the said late Shri. Appasaheb Baburao Pathare were entered on the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No. 1, Kharadi as the holders of his undivided share therein vide Mutation Entry No. 4849 dated 30.09.1994.
- 8) Vide a Deed of Sale dated 10.04.1995 (duly Registered under Serial No. 9 of 1996 with the Sub-Registrar, Haveli VII, Pune) made by and between Smt. Yashodabai Dagdu Shinde, Shri. Dilip Dagdu Shinde, Smt. Kalindi Surakant Gadekar, Smt. Vandana Pandurang Gorade and Members of their families of the One Part and Shri. Jalprakash Sitaram Goel & Shri. Rajendra Sitaram Goel of the Other Part, the said Smt. Yashodabai Dagdu Shinde and Seven Others assigned, transferred, assured and conveyed a portion admeasuring Hectares 02 = 35 Ares (the same was referred in the said Deed of Sale as Plot No. 1 out of the said Private Layout in respect of the said land bearing Survey No. 66 Hissa No.1, Kharadi) out of the said land bearing Survey No. 66 Hissa No.1, Kharadi to/in favour of the said Shri. Jalprakash Sitaram Goel & Shri. Rajendra Sitaram Goel,



absolutely. The names of the said Shri. Jaiprakash Sitaram Goel & Shri. Rajendra Sitaram Goel were entered on the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No.1, Kharadi as the holders of the said portion admeasuring Hectares 02 = 35 Ares thereof vide Mutation Entry No.10025 dated 1.11.1999.

- 9) Vide a Deed of Sale dated 08.06.1995 (duly Registered under Serial No.1527 of 1995 with the Sub-Registrar, Havell VII, Pune) made by and between Shri. Dnyanoba Shankar Dagde, Shri. Nivrutti Shankar Dagde & Members of their families of the One Part and Shri. Subhash Sitaram Goel & Shri. Umesh Sitaram Goel of the Other Part, the said Shri. Dnyanoba Shankar Dagde & Others assigned, transferred, assured and conveyed a portion admeasuring Hectares 02 = 45 Ares (the same was referred in the said Deed of Sale as Plot No. 2 out of the Private Layout in respect of the said land bearing Survey No. 66 Hissa No. 1, Kharadi) out of the said land bearing Survey No. 66 Hissa No. 1, Kharadi to/in favour of the said Shri. Subhash Sitaram Goel & Shri. Umesh Sitaram Goel, absolutely. The names of the said Shri. Subhash Sitaram Goel & Shri. Umesh Sitaram Goel were entered on the Revenue Record pertaining to the land bearing Survey No. 66 Hissa No.1, Kharadi as the holders of the said portion admeasuring Hectares 02 = 45 Ares thereof vide Mutation Entry No. 10024 dated 1.11.1999

10) Vide a Deed of Sale dated 02.08.1995 (duly Registered under Serial No. 2035 of 1995 with the Sub-Registrar, Haveli VII, Pune) made by and between Shri. Maruti Sopan Pathare, the said heirs of the said late Shri. Tukaram Dhondiba Pathare and Members of their families of the One Part and Shri. Jalprakash Sitaram Goel & Shri. Atul Jalprakash Goel of the Other Part, the said Shri. Maruti Sopan Pathare and Others assigned, transferred, assured and conveyed a portion admeasuring Hectares 02 = 75 Ares (the same was referred in the said Deed of Sale as Plot No. 3 out of the said Private Layout in respect of the said land bearing Survey No. 66 Hissa No.1, Kharadi) out of the said land bearing Survey No. 66 Hissa No.1, Kharadi to/in favour of the said Shri. Shri. Jalprakash Sitaram Goel & Shri. Atul Jalprakash Goel absolutely. The names of the said Shri. Jalprakash Sitaram Goel & Shri. Atul Jalprakash Goel were entered on the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No.1, Kharadi as the holders of the said portion admeasuring Hectares 02 = 75 Ares thereof vide Mutation Entry No. 10026 dated 01.11.1999.

11) Vide a Deed of Sale dated 11.08.1995 (duly Registered under Serial No. 2645 of 1999 with the Sub-Registrar, Haveli VII, Pune) made by and between the said Shri. Annasaheb Babu Pathare, Shri. Maruti Babu Pathare, the said heirs of the said late Shri. Appasaheb Babu Pathare, Smt. Dagdabai Dattu Pawar, Smt. Shalubai Maruti Nanekar, Shri. Bhausaheb Umaji Pathare and Members of their families of the One Part



and Shri. Jaiprakash Sitaram Goel & Shri. Atul Jaiprakash Goel of the Other Part, the said Shri. Annasaheb Babu Pathatre and Others assigned, transferred, assured and conveyed a portion admeasuring Hectares 02 = 25 Ares (the same was referred in the said Deed of Sale as Plot No. 4 out of the Private Layout in respect of the said land bearing Survey No. 66 Hissa No.1, Kharadi) out of the said land bearing Survey No. 66 Hissa No.1, Kharadi to/in favour of the said Shri. Jaiprakash Sitaram Goel & Shri. Atul Jaiprakash Goel absolutely. The names of the said Shri. Jaiprakash Sitaram Goel & Shri. Atul Jaiprakash Goel were entered on the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No.1, Kharadi as the holders of the said portion admeasuring Hectares 02 = 25 Ares thereof vide Mutation Entry No. 10098 dated 16.12.1999.

- 12) The said portions admeasuring Hectares 02 = 35 Ares, Hectares 02 = 45 Ares, Hectares 02 = 75 Ares and Hectares 02 = 25 Ares out of the land bearing Survey No.66 Hissa No.1, Kharadi was purchased by the said Shri.Jaiprakash Sitaram Goel & Shri.Rajendra Sitaram Goel, the said Shri.Subhash Sitaram Goel & Shri.Umesh Sitaram Goel, the said Shri.Jaiprakash Sitaram Goel & Shri.Atul Jaiprakash Goel and the said Shri.Jaiprakash Sitaram Goel & Shri.Atul Jaiprakash Goel respectively form a contiguous block [with two roads under the Draft Development Plan for the extended areas of the City of Pune earmarked to pass through the same] admeasuring Hectares 09 = 80 Ares. In the circumstances, the

Owners jointly became the holders of the said contiguous block admeasuring Hectares 09 = 80 Ares out of the said land bearing Survey No. 66 Hissa No. 1, Kharadi.

13) The provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the above captioned Land.

14) Vide an Agreement dated 29.04.2000 (duly Registered under Serial No. 1089 of 2000 with the Sub-Registrar, Haveli VII, Pune), an Equitable Mortgage by Deposit of Title Deeds was created in respect of the said portions admeasuring Hectares 02 = 35 Ares and Hectares 02 = 45 Ares (referred as Plot Nos. 1 & 2 respectively out of the said Private Layout) held by the said Shri.Jaiprakash Sitaram Goel & Shri.Rajendra Sitaram Goel and by the said Shri.Subhash Sitaram Goel & Shri.Umesh Sitaram Goel respectively out of the said land bearing Survey No 66 Hissa No. 1, Kharadi in favour of the Rupee Co-operative Bank Limited, Pune by the said Shri.Jaiprakash Sitaram Goel and Three Others as security for the due repayment of a Loan of Rs.3,00,00,000/- agreed to be advanced/advanced by the said Bank to M/s Goel Ganga Builders. However, on the said Shri.Jaiprakash Sitaram Goel and Three Others providing alternative security to the said Rupee Cooperative Bank Limited, the said Bank, vide a Deed of Release dated 21.08.2007 (duly Registered under the Serial No. 7059 of 2007 with the Sub-Registrar, Haveli XI, Pune)



released the said Mortgage held by it on the aforesaid portions. Such Mortgage of the said Rupee Co-operative Bank Limited , Pune was entered on and deleted from the "Other Rights" column of the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No.1, Kharadi vide Mutation Entry Nos. 11700 & 17057 dated 23.03.2001 & 23.08.2007 respectively.

15)The Owners obtained the sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 30.03.2007 bearing No. DPO-11225/H/138) of a layout in respect of the said contiguous block admeasuring Hectares 09 = 80 Acres out of the said land bearing Survey No. 66 Hissa No. 1, Kharadi whereby the same is sub-divided into Five Plots, Three Open Spaces, Amenity Space and area under two Development Plan Roads.

16)Vide an Agreement for Development dated 05.09.2007 (duly registered under Serial No. 8591 of 2007 with the Sub-Registrar Haveli XX, Pune) made by and between the Owners of the One Part and EPSILON REAL ESTATE PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 58, 2nd Floor, 100 feet Road, Indiranagar, Bangalore 560038 of the Other Part, the Owners granted rights of development of the above captioned land together with all benefits arising from such

Amenity Space admeasuring 13679.05 sq.mtrs out of Plot No.4 out of the said Layout and further together with the benefit of F.A.R of 5260.94 sq. mtrs. arising from the said two Development Plan Roads out of the said Layout in respect of the said contiguous block admeasuring Hectares 09 = 80 Ares out of the said land bearing Survey No. 66 Hissa No.1, Kharadi to/in favour of the said Epsilon Real Estate Private Limited at or for the consideration and on the terms and conditions therein contained.

17) Vide an Agreement for Development also dated 06.09.2007 (duly Registered under Serial No. 8593 of 2007 with Sub-Registrar, Haveli XX, Pune) made by and between, Inter-alia, the said Epsilon Real Estate Private Limited and the said Marvel Landmarks Private Limited, the said Epsilon Real Estate Private Limited assigned rights of development of the above captioned land together with all benefits arising from such Amenity Space admeasuring 13679.05 sq.mtrs out of Plot No.4 out of the said Layout and further together with the said benefit of F.A.R of 5260.94 sq. mtrs. arising from the said two Development Plan Roads to the said Marvel Landmarks Private Limited at or for the consideration and on the terms and conditions therein contained.

18) As part of investigation of title, we have inspected the Revenue Record pertaining to the said land bearing Survey No. 66 Hissa No. 1, Kharadi for the past thirty years.



19)As part of the investigation of title of the Owners to the above captioned land, Ourselves and Shri.Anand Gangakhedkar, Advocate had Public Notices in the usual form jointly published in the daily newspapers, "Indian Express" and "Prabhat", and which Notices appeared on 07.07.2007 & 17.07.2007 respectively. Neither Ourselves nor the said Shri.Anand Gangakhedkar have received any claim from any person or party in response to our said Public Notices.

20)We have relied on the Title Report issued by the said Shri.Anand Gangakhedkar, Advocate who has taken search of the available,, unmutilated and relevant Index II Record in the Offices of the concerned Sub-Reg strars of Assurances, Haveli, Pune for the past thirty years in respect of the above captioned land. Such search of the said Index II Record has not disclosed any outstanding encumbrance or any entry adverse to the title of the Owners to the same.

21)Vide an Indenture of Mortgage dated 27.07.2009 (duly registered under Serial No.4238 of 2009 with the Sub-Registrar, Haveli XX, Pune) made by and between the said Epsilon Real Estate Private Limited (therein referred to as "the Mortgagor") of the First Part, the Promoter herein (therein referred to as "the Borrower") of the Second Part, Shri Vishwajeet Subhash Jhavar and Shri Mahesh Bansilal Laddha (therein referred to as

"the Confirming Party") of the Third Part and the Bank of Rajasthan Limited (therein referred to as "the Mortgagee") of the Fourth Part, a Simple Mortgage was purported to be created in respect of, inter alia, of the above captioned Land in favour of the said Bank of Rajasthan Limited as security for due repayment of Project Finance availed of by the said Marvel Landmarks Private Limited from the said Bank. Further, all original Documents of Title in respect of the above captioned Land in the possession or power of the said Marvel Landmarks Private Limited have been deposited with the said Bank by the said Marvel Landmarks Private Limited. We have taken inspection of all such originals which have been deposited with the said Bank. However, vide a Deed of Release / Redemption dated 24.6.2010 [duly Registered under Serial No.6391 of 2010 with the Sub-Registrar, Havell VIII, Pune], the said Bank of Rajasthan Limited released such Mortgage held by it over the said Amenity Space admeasuring 13679.05 sq.mtrs out of the said Plot No.4 out of the said Layout together with the Mortgage held by it on the benefit of F.A.R. of 5260.94 sq.mtrs. arising from the above mentioned two Development Plan Road earmarked to pass through the said Layout. In the circumstances, the said Amenity Space and the said portion admeasuring 5260.94 sq.mtrs. under the said two Development Plan Roads stands freed from the said Mortgage earlier created by the said Bank of Rajasthan Limited.



On the basis of such investigation of title, we are of the opinion that, subject only to the said Simple Mortgage purported to be created in favour of the Bank of Rajasthan Limited, on the above captioned land [except on the said Amenity Space and on the said portion admeasuring 5260.94 sq.mtrs. under the said two Development Plan Roads] the title of the Owners to the above captioned land and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the same is free, clear and marketable and there are no outstanding encumbrances on or in respect thereof as far as can be diligently ascertained. By virtue of the above recited Agreements both dated 06.09.2007, the said MARVEL LANDMARKS PRIVATE LIMITED is fully entitled to develop the above captioned land in accordance with the applicable Development Control Regulations and the building plans and specifications sanctioned by the Municipal Corporation of Pune in respect of construction to be carried out thereon and to enjoy and appropriate all benefits arising out of such development.

Dated this 18th day of August, 2010.



M/S. RAJIV RATEL & ASSOCIATES

PROPRIETOR

M/S. RAJIV PATEL & ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg. (East Street), Pune - 411001.

Ref No. :

Date :

ADDENDUM TO CERTIFICATE OF TITLE DATED 18.08.2010

RE: All those pieces and parcels of land or ground admeasuring in the aggregate 45374.67 sq.mtrs. comprising of Plot Nos. 1, 2A, 2B, the Open Spaces for the said Plot Nos.1, 2A & 2B out of the sanctioned Layout in respect of the larger land admeasuring Hectares 09 = 80 Ares being a portion out of the land admeasuring Hectares 11 = 09 Ares bearing Survey No. 66 Hissa No. 1 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and falling in the "residential" zone under the Draft Development Plan for the extended areas of the City of Pune together with the portion admeasuring 5260.94 sq.mtrs. out of the said sanctioned layout falling under the two Development Plan Roads earmarked to pass through the said Layout and further together with the Amenity Space admeasuring 13679.05 sq.mtrs out of Plot No.4 out of the said Layout.

- 1) At the Instance of MARVEL LANDMARKS PRIVATE LIMITED, a company limited by shares Incorporated under the provisions of the Companies Act, 1956 having its Registered Office at A10/1, Meera Nagar, Koregaon Park, Pune 411001, we had investigated the title of (1) SHRI JAIPRAKASH SITARAM GOEL, (2) SHRI. ATUL JAIPRAKASH GOEL, (3) SHRI. SUBHASH SITARAM GOEL, (4) SHRI. UMESH SITARAM GOEL and (5) SHRI. RAJENDRA SITARAM GOEL to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited thereto and, we had on, 18.08.2010, issued our Certificate of Title stating that, in our opinion, subject only to the Simple Mortgage then created in favour of the Bank of Rajasthan Limited on the above captioned land (except on the Amenity Space out of Plot No.4 out of the



sanctioned layout in respect of a portion out of land bearing Survey No.66 Hissa No.1, Village Kharadi) and the benefit of FAR arising from the two Development Plan Roads earmarked to pass through the said sanctioned layout, the title of the said Owners to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited thereto was free, clear and marketable and that there were no outstanding encumbrances on or in respect thereof as far as could be diligently ascertained.

- 2) We have now been informed by Marvel Landmarks Private Limited that such mortgage earlier created in favour of the said Bank of Rajasthan now stands fully released vide a Deed of Re-Conveyance / Release dated 13.12.2011 executed by the ICICI Bank Limited (earlier known as the Bank of Rajasthan Limited) and which Deed of Re-Conveyance / Release has been duly registered under Serial No.12750 of 2011 with the Sub-Registrar, Haveli VIII, Pune.
- 3) Vide an Indenture of Mortgage dated 15.12.2011 (duly registered under Serial No.12885 of 2011 with the Sub-Registrar, Haveli VIII, Pune) read with a Supplemental Deed of Mortgage dated 25.07.2012 (duly registered under Serial No.8060 of 2012 with the Sub-Registrar, Haveli VIII, Pune), the above captioned land with rights appurtenant thereto has been mortgaged (without possession) to Money Matters Financial Services Limited as security for repayment of earlier loan/s advanced by the said Money Matters Financial Services Limited to the said Marvel Landmarks Private Limited.
- 4) Vide a Deed of Transfer dated 01.08.2012 (duly registered under Serial No.8971 of 2012 with the Sub-Registrar, Haveli X, Pune), the said Amenity Space out of Plot No.4 out of the said sanctioned layout in respect of a portion out of land bearing Survey No.66 Hissa No.1, Kharadi and the areas under the two 18 Metre wide Development Plan Roads were transferred to/in favour of the Municipal Corporation of Pune.

5) At the request of the said Marvel Landmarks Private Limited, we are issuing this Addendum to record the above facts and circumstances which have occurred after issuance of our said Certificate of Title dated 18.08.2010.

Dated this 7th day of March 2013.



M/S RAJIV PATEL & ASSOCIATES

A handwritten signature in black ink, appearing to read "Rajiv Patel", written over the printed name.

PROPRIETOR

M/S. RAJIV PATEL & ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg. (East Street), Pune - 411001.

Ref No. :

Date :

SECOND ADDENDUM TO CERTIFICATE OF TITLE DATED 18.08.2010

RE: All those pieces and parcels of land or ground admeasuring in the aggregate 45374.67 sq.mtrs. comprising of Plot Nos. 1, 2A, 2B, the Open Spaces for the said Plot Nos.1, 2A & 2B out of the sanctioned Layout in respect of the larger land admeasuring Hectares 09 = 80 Ares being a portion out of the land admeasuring Hectares 11 = 09 Ares bearing Survey No. 66 Hissa No. 1 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and falling in the "residential" zone under the Draft Development Plan for the extended areas of the City of Pune together with the portion admeasuring 5260.94 sq.mtrs. out of the said sanctioned layout falling under the two Development Plan Roads earmarked to pass through the said Layout and further together with the Amenity Space admeasuring 13679.05 sq.mtrs out of Plot No.4 out of the said Layout.

- 1) On Instructions received by us from MARVEL LANDMARKS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at A10/1, Meera Nagar, Koregaon Park, Pune 411001, to investigate the title of (1) SHRI JAIPRAKASH SITARAM GOEL, (2) SHRI. ATUL JAIPRAKASH GOEL, (3) SHRI. SUBHASH SITARAM GOEL, (4) SHRI. UMESH SITARAM GOEL and (5) SHRI. RAJENDRA SITARAM GOEL (hereinafter referred to collectively for the sake of brevity as "the Owners") to



the above captioned land and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the same. We had, on 18.08.2010, issued our Certificate of Title certifying that the title of the said Owners and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the above captioned lands to be free, clear and marketable (subject only to the Simple Mortgage then created in favour of the Bank of Rajasthan Limited on the above captioned land) excluding, however the said Amenity Space out of the said Plot No.4 and the benefit of the said F.A.R. arising from the said two Development Plan Roads. Prior to the issuance by us of the said Certificate of Title, we had search of the relevant, unmutated and available Index II Record pertaining to the above captioned land carried out for the past thirty years in the Offices of the concerned Sub-Registrars, Haveli, Pune.

- 2) As stated in our said Certificate of Title dated 18.08.2010, vide an Indenture of Mortgage dated 27.07.2009 (duly registered under Serial No.4238 of 2009 with the Sub-Registrar, Haveli XX, Pune), a Simple Mortgage was purported to be created in respect of, interalia, of the above captioned land in favour of the ICICI Bank Limited (erstwhile Bank of Rajasthan Limited) as security for due repayment of Project Finance availed of by the said Marvel Landmarks Private Limited from the said Bank. However, on re-payment of the said Project Finance availed from the said Bank of Rajasthan Limited, the said ICICI Bank Limited

(erstwhile Bank of Rajasthan Limited) executed a Deed of Reconveyance/Release dated 13.12.2011 (duly registered under Serial No.12750 of 2011 with the Sub-Registrar, Haveli VIII, Pune) in favour of the said Marvel Landmarks Private Limited.

- 3) The said Marvel Landmarks Private Limited created a mortgage without possession of the above captioned land and the building/s to be constructed thereon in favour of Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited) vide an Indenture of Mortgage dated 15.12.2011 (duly registered under Serial No.12885 of 2011 with the Sub-Registrar, Haveli VIII, Pune) read with a Supplemental Deed of Mortgage dated 25.07.2012 (duly registered under Serial No.8060 of 2012 with the Sub-Registrar Haveli VIII, Pune) as security of re-payment of the Term Loan granted by the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited) to the said Marvel Landmarks Private Limited for Implementation of the said Project on the above mentioned land together with interest thereon.
- 4) On 07.03.2013, we issued an Addendum to the said Certificate of Title dated 18.08.2010 certifying that the title of the Owners to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited to be free, clear and marketable [subject only to the said Mortgage created in favour of the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited)]. While issuing the said Addendum to the Certificate of Title dated 30.11.2011 we had taken search of the available and relevant Index II



Record in the Offices of the Sub-Registrars, Haveli, Pune from the period 18.08.2010 upto 06.03.2013. However, on re-payment of the said Project Finance availed from the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited), the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited) released its charge on the above captioned land vide its Letter dated 13.11.2013.

- 5) Vide a Deed of Mortgage dated 29.06.2013 (duly registered under Serial No.6237 of 2013 with the Sub-Registrar Haveli VIII, Pune), the said Marvel Landmarks Private Limited has created a mortgage without possession of the residential Units bearing Nos.B101, C1201, C1202, D1202, L1202, N101, P601 and R201 admeasuring 26575 sq.ft. saleable area in the aggregate in the building/s under construction on the above captioned lands in favour of M/s.Bora Finance Corporation, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office Samrata House, 1st Floor, 39D, 2/6, Shankarsheth Road, Pune 411037, as security of re-payment of a Term Loan granted by the said M/s.Bora Finance Corporation to the said Marvel Landmarks Private Limited together with interest thereon.

At the instance of the said Marvel Landmarks Private Limited, we had now taken search of the available and relevant Index II Record in the Offices of the concerned Sub-Registrar Haveli, Pune for the period 07.03.2013 upto date carried out. Such search of the said Index II Record has not disclosed any outstanding encumbrance, charge, doubts or claim on or in respect of the above captioned land or any entry adverse to

the title of the said Owners thereof, save and except entries pertaining to above recited Deed of Mortgage dated 29.06.2013 and also Registration of Agreements for Sale of Units executed by the said Marvel Landmarks Private Limited in favour of the prospective purchasers of Commercial Premises in the Complex known as "MARVEL ZEPHYR" under construction by the said Marvel Landmarks Private Limited on the above captioned land.

Dated this 3rd day of December, 2013.



M/S. RAJIV PATEL & ASSOCIATES

A handwritten signature in black ink, appearing to be "Rajiv Patel", written over the printed name.

PROPRIETOR

M/S. RAJIV PATEL & ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg. (East Street), Pune - 411001.

Ref No. :

Date :

THIRD ADDENDUM TO CERTIFICATE OF TITLE DATED 18.08.2010

RE: All those pieces and parcels of land or ground admeasuring in the aggregate 45374.67 sq.mtrs. comprising of Plot Nos. 1, 2A, 2B, the Open Spaces for the said Plot Nos.1, 2A & 2B out of the sanctioned Layout in respect of the larger land admeasuring Hectares 09 = 80 Ares being a portion out of the land admeasuring Hectares 11 = 09 Ares bearing Survey No. 66 Hissa No. 1 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Havell, District Pune and within the limits of the Municipal Corporation of Pune and falling in the "residential" zone under the Draft Development Plan for the extended areas of the City of Pune together with the portion admeasuring 5260.94 sq.mtrs. out of the said sanctioned layout falling under the two Development Plan Roads earmarked to pass through the said Layout and further together with the Amenity Space admeasuring 13679.05 sq.mtrs out of Plot No.4 out of the said Layout.

On instructions received by us from MARVEL LANDMARKS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at A10/1, Meera Nagar, Koregaon Park, Pune 411001, to investigate the title of (1) SHRI JAIPRAKASH SITARAM GOEL, (2) SHRI. ATUL JAIPRAKASH GOEL, (3) SHRI. SUBHASH SITARAM GOEL, (4) SHRI. UMESH SITARAM GOEL and (5) SHRI. RAJENDRA SITARAM GOEL (hereinafter referred to collectively for the sake of brevity as "the Owners") to the above captioned land and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the same. We had, on 18.08.2010, issued our Certificate of Title certifying that the title of the said Owners and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the above



captioned land to be free, clear and marketable (subject only to the Simple Mortgage then created in favour of the Bank of Rajasthan Limited on the above captioned land) excluding, however the Amenity Space out of the said Plot No.4 and the benefit of the said F.A.R. arising from the said two Development Plan Roads. Prior to the issuance by us of the said Certificate of Title, we had search of the relevant, unmutilated and available Index II Record pertaining to the above captioned land carried out for the past thirty years in the Offices of the concerned Sub-Registrars Haveli, Pune.

As stated in our said Certificate of Title dated 18.08.2010, vide an Indenture of Mortgage dated 27.07.2009 (duly registered under Serial No.4238 of 2009 with the Sub-Registrar, Haveli XX, Pune), a Simple Mortgage was purported to be created in respect of, interalia, of the above captioned land in favour of the ICICI Bank Limited (erstwhile Bank of Rajasthan Limited) as security for due repayment of Project Finance availed of by the said Marvel Landmarks Private Limited from the said Bank. However, on repayment of the said Project Finance availed from the said Bank of Rajasthan Limited, the said ICICI Bank Limited executed a Deed of Reconveyance/Release dated 13.12.2011 (duly registered under Serial No.12750 of 2011 with the Sub-Registrar, Haveli VIII, Pune) in favour of the said Marvel Landmarks Private Limited.

The said Marvel Landmarks Private Limited created a mortgage without possession of the above captioned land and the building/s to be constructed thereon in favour of Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited) vide an Indenture of Mortgage dated 15.12.2011 (duly registered under Serial No.12885 of 2011 with the Sub-Registrar, Haveli VIII, Pune) read with a Supplemental Deed of Mortgage dated 25.07.2012 (duly registered under Serial No.8060 of 2012 with the Sub-Registrar Haveli VIII, Pune) as security of re-payment of the Term Loan granted by the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited) to the said Marvel Landmarks Private Limited for

implementation of the said Project on the above mentioned land together with interest thereon.

On 07.03.2013, we issued an Addendum to the said Certificate of Title dated 18.08.2010 certifying that the title of the Owners to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited to be free, clear and marketable [subject only to the said Mortgage created in favour of the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited)]. While issuing the said Addendum to the Certificate of Title dated 30.11.2011, we had taken search of the available and relevant Index II Record in the Offices of the Sub-Registrars, Haveli, Pune from the period 18.08.2010 upto 06.03.2013. On re-payment of the said Project Finance availed from the said Capri Global Capital Limited the said Capri Global Capital Limited released its charge on the above captioned land vide its Letter dated 13.11.2013 and vide Deed of Release dated 21.03.2014, duly registered under Serial No.2770 of 2014 with the Sub-Registrar, Haveli VIII, Pune.

On 03.12.2013, we issued a Second Addendum to the said Certificate of Title dated 18.08.2010 certifying that the title of the Owners to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited to be free, clear and marketable. While Issuing the said Second Addendum to the Certificate of Title dated 18.08.2010, we had taken search of the available and relevant Index II Record in the Offices of the Sub-Registrars, Haveli, Pune from the period 07.03.2013 upto 03.12.2013.

At the instance of the said Marvel Landmarks Private Limited, we had now taken search of the available and relevant Index II Record in the Offices of the concerned Sub-Registrar Haveli, Pune for the period 03.12.2013 upto 03.09.2014 carried out. Such search of the said Index II Record has not disclosed any outstanding encumbrance,



charge, doubts or claim on or in respect of the above captioned land or any entry adverse to the title of the said Owners thereof, save and except entries pertaining to above recited Deed of Release Dated 21.03.2014 and also Registration of Agreements for Sale of Units executed by the said Marvel Landmarks Private Limited in favour of the prospective purchasers of Commercial Premises in the Complex known as "MARVEL ZEPHYR" under construction by the said Marvel Landmarks Private Limited on the above captioned land.

Dated this 15th day of September, 2014.



M/S. RAJIV PATEL & ASSOCIATES

A handwritten signature in black ink, appearing to read "Rajiv Patel", written over a horizontal line.

PROPRIETOR

M/S. RAJIV PATEL & ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg. (East Street), Pune - 411001.

Ref No. :

Date :

FOURTH APPENDUM TO CERTIFICATE OF TITLE DATED 18.08.2010

RE: All those pieces and parcels of land or ground admeasuring in the aggregate 45374.67 sq.mtrs. comprising of Plot Nos. 1, 2A, 2B, the Open Spaces for the said Plot Nos.1, 2A & 2B out of the sanctioned Layout in respect of the larger land admeasuring Hectares 09 = 80 Ares being a portion out of the land admeasuring Hectares 11 = 09 Ares bearing Survey No. 66 Hissa No. 1 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Havell, District Pune and within the limits of the Municipal Corporation of Pune and falling in the "residential" zone under the Development Plan for the extended areas of the City of Pune currently in force together with the portion admeasuring 5260.94 sq.mtrs. out of the said sanctioned layout falling under the two Development Plan Roads earmarked to pass through the said Layout and further together with the Amenity Space admeasuring 13679.05 sq.mtrs. out of Plot No.4 out of the said Layout.

On Instructions received by us from MARVEL LANDMARKS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at A10/1, Meera Nagar, Koregaon Park, Pune 411001, to Investigate the title of (1) SHRI JAIPRAKASH SITARAM GOEL, (2) SHRI. ATUL JAIPRAKASH GOEL, (3) SHRI. SUBHASH SITARAM GOEL, (4) SHRI. UMESH SITARAM GOEL and (5) SHRI. RAJENDRA SITARAM GOEL (hereinafter referred to collectively for the sake of brevity as "the Owners") to the above captioned land and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the same, we had carried out such investigation and We had, on 18.08.2010, issued our Certificate of Title certifying that the title of the said Owners and the beneficial title of the said MARVEL LANDMARKS PRIVATE LIMITED to the above captioned land to be free, clear and



marketable (subject only to the Simple Mortgage then created in favour of the Bank of Rajasthan Limited on the above captioned land)

excluding, however the Amenity Space out of the said Plot No.4 and the benefit of the said F.A.R. arising from the said two Development Plan Roads. Prior to the Issuance by us of the said Certificate of Title, we had search of the relevant, unmutilated and available Index II Record pertaining to the above captioned land carried out for the past thirty years in the Offices of the concerned Sub-Registrars' Havelli, Pune.

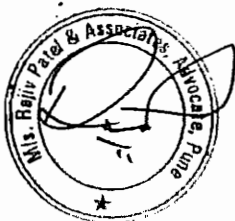
As stated in our said Certificate of Title dated 18.08.2010, vide an Indenture of Mortgage dated 27.07.2009 (duly registered under Serial No.4238 of 2009 with the Sub-Registrar, Havelli XX, Pune), a Simple Mortgage was purported to be created in respect of, Interalla, of the above captioned land in favour of the ICICI Bank Limited (the erstwhile Bank of Rajasthan Limited) as security for due repayment of Project Finance availed of by the said Marvel Landmarks Private Limited from the said Bank. However, on re-payment of the said Project Finance availed from the said Bank of Rajasthan Limited, the said ICICI Bank Limited executed a Deed of Reconveyance/Release dated 13.12.2011 (duly registered under Serial No.12750 of 2011 with the Sub-Registrar, Havelli VIII, Pune) in favour of the said Marvel Landmarks Private Limited.

The said Marvel Landmarks Private Limited created a mortgage without possession of the above captioned land and the building/s to be constructed thereon in favour of Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited) vide an Indenture of Mortgage dated 15.12.2011 (duly registered under Serial No.12885 of 2011 with the Sub-Registrar, Havelli VIII, Pune) read with a Supplemental Deed of Mortgage dated 25.07.2012 (duly registered under Serial No.8060 of 2012 with the Sub-Registrar Havelli VIII, Pune) as security of re-payment of the Term Loan granted by the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited) to the said Marvel Landmarks Private Limited for implementation of the said Project on the above mentioned land together with interest thereon.

On 07.03.2013, we Issued an Addendum to the said Certificate of Title dated 18.08.2010 certifying that the title of the Owners to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited thereto to be free, clear and marketable [subject only to the said Mortgage created in favour of the said Capri Global Capital Limited (formerly known as Money Matters Financial Services Limited)]. While Issuing the said Addendum to the Certificate of Title dated 30.11.2011, we had taken search of the available and relevant Index II Record in the Offices of the Sub-Registrars, Havelli, Pune from the period 18.08.2010 upto 06.03.2013. On re-payment of the said Project Finance availed from the said Capri Global Capital Limited the said Capri Global Capital Limited released its charge on the above captioned land vide its Letter dated 13.11.2013 and vide a Deed of Release dated 21.03.2014, duly registered under Serial No.2770 of 2014 with the Sub-Registrar, Havelli VIII, Pune.

On 03.12.2013, we Issued an Second Addendum to the said Certificate of Title dated 18.08.2010 certifying that the title of the Owners to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited thereto to be free, clear and marketable. While Issuing the said Second Addendum to the Certificate of Title dated 18.08.2010, we had taken search of the available and relevant Index II Record in the Offices of the Sub-Registrars, Havelli, Pune from the period 07.03.2013 upto 03.12.2013.

On 15.09.2014, we Issued an Third Addendum to the said Certificate of Title dated 18.08.2010 certifying that the title of the Owners to the above captioned land and the beneficial title of the said Marvel Landmarks Private Limited thereto to be free, clear and marketable. While Issuing the said Third Addendum to the Certificate of Title dated 18.08.2010, we had taken search of the available and relevant Index II Record in the Offices of the Sub-Registrars, Havelli, Pune from the period 03.12.2013 upto 03.09.2014.



At the Instance of the said Marvel Landmarks Private Limited, we have had now taken search of the available and relevant Index II Record in the Offices of the concerned Sub-Registrar Havell, Pune for the period 03.09.2014 upto 10.02.2016 carried out. Such search of the said Index II Record has not disclosed any outstanding encumbrance, charge, doubts or claim on or in respect of the above captioned land or any entry adverse to the title of the said Owners thereof, save and except entries pertaining to the Registration of Agreements for Sale of Units executed by the said Marvel Landmarks Private Limited in favour of the prospective purchasers of Commercial Premises in the Complex known as "MARVEL ZEPHYR" under construction by the said Marvel Landmarks Private Limited on the above captioned land.

Dated this 19th day of March, 2016.



M/S. RAJIV PATEL & ASSOCIATES

A handwritten signature in black ink, appearing to be "Rajiv Patel", written over the printed name.

PROPRIETOR