

In reply quote SCK/ 5129/2011

TO WHOMSOEVER IT MAY CONCERN

We have investigated the title of Poddar Developers Limited, a Company incorporated under the provisions of Companies Act, 1956, having its registered office at Unit No. 3-5, Neeru Silk Mills, Mathuradas Mill Compound, Lower Parel, Mumbai - 400 013 (hereinafter referred to as "the Developers") with respect to the properties more particularly described in the First to the Fourth Schedule hereunder written.

2. We have perused the photocopies of the various documents referred to herein including certificate of title dated the 11th day of December 2009 issued by Advocate Mr. Kiran B. Banote as well as the search report prepared by him with respect to the properties more particularly described in the Second to the Fourth Schedule hereunder written.
3. By and under the Agreement for Sale dated 9th June 1978, registered with the Sub-Registrar of Assurances, Ulhasnagar under serial No. 876 of 1978 on 9th June 1978, executed between Mr. Dattu Pandu Kambari (therein referred to as the Vendor) of one part and Mr. Anil Pamparao Achalkar (therein referred to as the Purchaser) of the second Part, the said Mr. Dattu Pandu Kambari agreed to sell to the said Mr. Anil Pamparao Achalkar his right, title and interest in respect of the Property bearing Gut No. 10 admeasuring total area of 1 Hectare 22 Aars and 7 points or thereabouts and more particularly described in the First Schedule hereunder written on the terms and conditions more particularly mentioned therein.
4. By and under the Deed of Conveyance dated 8th December 1978, registered with the sub registrar of assurances, Ulhasnagar under serial no. 1964 of 1978 on 8th December 1978, executed between (1) Mrs. Sumitrabai Dattu Kambari (2) Mr. Narayan Dattu Kambari and (3) Miss Ratan Dattu Kambari (therein referred to as the Vendors) of the one part and Mr. Anil Pamparao Achalkar (therein referred to as the Purchaser) of the second Part, the said Mrs. Sumitrabai Dattatraya Kambari, Mr. Narayan Dattatraya Kambari and Miss Ratan Dattatraya Kambari sold, granted, conveyed, transferred, assigned and assured to the said Mr. Anil Pamparao Achalkar their right, title and interest in respect of the Property bearing Gut No. 10 admeasuring total area of 1 Hectare 22 Aars and 7 points or thereabouts more particularly described in the FirstSchedule hereunder written for the consideration and on the terms and conditions mentioned therein.
5. By and under the Development Agreement dated 29th December 2009, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 658 of 2010 on 21st January 2010, executed by the said Mr. Anil Pamparao

Achalkar (therein referred to as the Owner) of the one part and Poddar Developers Limited (therein referred to as the Developers) of the second Part, the said Mr. Anil Pamparao Achalkar has transferred and assigned the development rights in respect of the Property bearing Gut No. 10 admeasuring total area of 1 Hectare 22 Aars and 7 points or thereabouts more particularly described in the First Schedule hereunder written for the consideration and on the terms and conditions mentioned therein to the said Developers.

6. By and under an irrevocable power of attorney dated 29th December 2009, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 659 of 2010 on 21st January 2010, executed by the said Mr. Anil Pamparao Achalkar in favour of one Mr. Jinendra Kanhaiyalal Nahar, the said Mr. Anil Pamparao Achalkar authorized the said Mr. Jinendra Kanhaiyalal Nahar to do the acts, deeds, matters and things for him and on his behalf as stated therein in respect of the said property more particularly described in the First Schedule hereunder written. The said power of attorney vide clauses 8 and 9 authorizes the said Mr. Jinendra Kanhaiyalal Nahar to sell the said property.
7. By and under the Agreement for Sale dated 24th September, 2010, registered with the Sub-Registrar of Assurances, Ulhasnagar-2 under serial No. 8793 of 2010 on 24th September, 2010 executed between Mr. Anil Pamparao Achalkar, through his power of attorney holder Mr. Jinendra Kanhaiyalal Nahar, (therein referred to as the Vendor) of one part and Mr. Premji Bhanji Patel (therein referred to as the Purchaser) of the second Part, the said Mr. Anil Pamparao Achalkar, agreed to sell to the said Mr. Premji Bhanji Patel his right, title and interest in respect of the Property bearing Gut No. 10 admeasuring area of H-R-P 0-28-6 out of total area of H-R-P 1-22-7 in consideration of Property bearing Gut No. 8 admeasuring area of H-R-P 0-28-6 more particularly mentioned therein. We have been informed by the Developers that the document evidencing the conveyance/exchange of land will be executed at a later date.
8. By and under an irrevocable power of attorney dated 24th September, 2010, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 8794 of 2010 on 24th September, 2010, executed by the said Mr. Anil Pamparao Achalkar through his Power of Attorney holder Mr. Jinendra Kanhaiyalal Nahar, in favour of one Mr. Premji Bhanji Patel, the said Mr. Anil Pamparao Achalkar authorized the said Mr. Premji Bhanji Patel to do the acts, deeds, matters and things for him and on his behalf as stated therein in respect of the said Property bearing Gut No. 10 admeasuring area of 0 Hectare 28 Aars and 6 points out of total area of 1 Hectare 22 R and 7 points more particularly mentioned therein. The said power of attorney vide clause 2(e) authorizes the said Mr. Premji Bhanji Patel to sell the said property.
9. Vide an Order bearing No. Revenue/K-1/T-14/NAP/SR-40/2011 dated the 5th day of May 2011 (hereinafter referred to as "the Change of User Permission") issued by the Collector Office, Thane, the said Mr. Anil Pamparao Achalkar, the said Premji Bhanji Patel and the said Developers were granted permission for change of use of the land from Agricultural to Non-Agriculture use in respect of the property more particularly described in the First Schedule hereunder written.
10. By and under a Deed of Conveyance dated 13th May 2011, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 5141 of 2011 on

16th May 2011, executed between the said Mr. Anil Pamparao Achalkar, through his power of attorney holder Mr. Jinendra Kanhaiyalal Nahar (therein referred to as the Vendor) And Poddar Developers Ltd. (therein referred to as the Purchasers), the said Mr. Anil Pamparao Achalkar, sold, granted, conveyed, transferred, assigned and assured to the said Poddar Developers Limited his right, title and interest in respect of the Property bearing Gut No. 10 admeasuring total area of H-R-P 0-94-1 out of total area of 1 Hectare 22 Aars and 7 points or thereabouts more particularly described in the First Schedule hereunder written for the consideration and on the terms and conditions mentioned therein.

11. By and under an Agreement for Sale dated 22nd January 2010, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 721 of 2010 on 22nd January 2010, executed between (1) Smt. Meerabai alias Nirabai Hasu Meher (2) Smt. Narmada Manohar Irmali (therein referred to as the Vendors) of one part and Mr. Jinendra Kanhaiyalal Nahar (therein referred to as the Purchaser) of the second Part, the said Smt. Meerabai Meher and the said Smt. Narmada Irmali agreed to sell to the said Mr. Jinendra Kanhaiyalal Nahar their right, title and interest in respect of the Property bearing Gut No. 5 admeasuring total area of H-R-P 0-30-3 or thereabouts more particularly described in the Second Schedule hereunder written on the terms and conditions more particularly mentioned therein.
12. By and under an irrevocable power of attorney dated 22nd January 2010 registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 722 of 2010 on 22nd January 2010, executed by the said Smt. Meerabai alias Nirabai Hasu Meher and the said Smt. Narmada Manohar Irmali in favour of one Mr. Subhash Shantaram Bandarkar, the said Smt. Meerabai alias Nirabai Hasu Meher and the said Smt. Narmada Manohar Irmali authorized the said Mr. Subhash Shantaram Bandarkar to do the acts, deeds, matters and things for them and on their behalf as stated therein in respect of the said Property bearing Gut No. 5 admeasuring total area of H-R-P 0-30-3 or thereabouts more particularly described in the Second Schedule hereunder written. The said power of attorney vide clause 2 (e) authorizes the said Mr. Subhash Shantaram Bandarkar to sell the said property.
13. By and under a Deed of Conveyance dated 1st April 2010, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 3004 of 2010 on 1st April 2010, executed between the said Smt. Meerabai alias Nirabai Hasu Meher and the said Smt. Narmada Manohar Irmali, through their power of attorney holder Mr. Subhash Shantaram Bandarkar (therein referred to as the Vendors) of the one part and Mr. Jinendra Kanhaiyalal Nahar (therein referred to as the Purchaser) of the second Part, the said Smt. Meerabai alias Nirabai Hasu Meher and the said Smt. Narmada Manohar Irmali sold, granted, conveyed, transferred, assigned and assured to the said Mr. Jinendra Kanhaiyalal Nahar their right, title and interest in respect of the Property bearing Gut No. 5 admeasuring total area of H-R-P 0-30-3 or thereabouts more particularly described in the Second Schedule hereunder written for the consideration and on the terms and conditions mentioned therein.
14. By and under a Deed of Conveyance dated 13th May 2011, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 5143 of 2011 on

16th May 2011, executed between the said Mr. Jinendra Kanhaiyalal Nahar (therein referred to as the Vendor) And Poddar Developers Ltd. (therein referred to as the Purchasers), the said Mr. Jinendra Kanhaiyalal Nahar sold, granted, conveyed, transferred, assigned and assured to the said Poddar Developers Limited his right, title and interest in respect of the Property bearing Gut No. 5 admeasuring total area of H-R-P 0-30-3 or thereabouts more particularly described in the Second Schedule hereunder written for the consideration and on the terms and conditions mentioned therein.

15. By and under an irrevocable power of attorney dated 16th March, 2009 registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 1511 of 2009 on 16th March 2009 executed by the said (1) Mr. Bhaskar Shivram Dhule and (2) Mrs. Kashibai Raghunath Bhusare, in favour of Mr. Ganesh Revchandra Bharati, the said Mr. Bhaskar Shivram Dhule and Mrs. Kashibai Raghunath Bhusare authorised the said Mr. Ganesh Revchandra Bharati to do the acts, deeds, matters and things for them and on their behalf as stated therein in respect of the property bearing Gut No. 8 admeasuring total area of 0 Hectare 28 Aars and 6 points or thereabouts more particularly described in the Third Schedule hereunder written. The said power of attorney vide clause 1 authorizes the said Mr. Ganesh Revchandra Bharati to sell the said property.
16. By and under the Deed of Conveyance dated 3rd March, 2010, registered with the sub registrar of assurances, Ulhasnagar-2 under serial no. 1951 of 2010 on 3rd March, 2010, executed between (1) Mr. Bhaskar Shivram Dhule and (2) Mrs. Kashibai Raghunath Bhusare, through their Power of Attorney holder Mr. Ganesh Revchandra Bharati (therein referred to as the Vendors) of the one part and Mr. Premji Bhanji Patel (therein referred to as the Purchaser) of the second Part, the said Mr. Bhaskar Shivram Dhule and Mrs. Kashibai Raghunath Bhusare, sold, granted, conveyed, transferred, assigned and assured to the said Mr. Premji Bhanji Patel their right, title and interest in respect of the Property bearing Gut No. 8 admeasuring total area of 0 Hectare 28 Aars and 6 points or thereabouts more particularly described in the Third Schedule hereunder written for the consideration and on the terms and conditions mentioned therein.
17. By and under the Agreement for Sale dated 24th September, 2010, registered with the Sub-Registrar of Assurances, Ulhasnagar-2 under serial No. 8793 of 2010 on 24th September, 2010 executed between Mr. Anil Pamparao Achalkar, through his power of attorney holder Mr. Jinendra Kanhaiyalal Nahar, (therein referred to as the Vendor) of one part and Mr. Premji Bhanji Patel (therein referred to as the Purchaser) of the second Part, the said Mr. Anil Pamparao Achalkar, agreed to sell to the said Mr. Premji Bhanji Patel his right, title and interest in respect of the Property bearing Gut No. 10 admeasuring area of H-R-P 0-28-6 out of total area of H-R-P 1-22-7 in consideration of Property bearing Gut No. 8 admeasuring area of H-R-P 0-28-6 more particularly mentioned therein.
18. By and under an irrevocable power of attorney dated 24th September, 2010, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 8794 of 2010 on 24th September, 2010, executed by the said Mr. Anil Pamparao Achalkar through his Power of Attorney holder Mr. Jinendra Kanhaiyalal Nahar, in favour of one Mr. Premji Bhanji Patel, the said Mr. Anil Pamparao Achalkar authorized the said Mr. Premji Bhanji Patel to do the acts,

deeds, matters and things for him and on his behalf as stated therein in respect of the said Property bearing Gut No. 10 admeasuring area of 0 Hectare 28 Aars and 6 points out of total area of 1 Hectare 22 R and 7 points more particularly mentioned therein. The said power of attorney vide clause 2(e) authorizes the said Mr. Premji Bhanji Patel to sell the said property.

19. By and under an Agreement for Sale dated 24th September 2010, registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 8791 of 2010 on 24th September 2010, executed between Premji Bhanji Patel (therein referred to as the Vendor) of the one part and Poddar Developers Limited, through its General Manager Mr. Jinendra Kanhaiyalal Nahar (therein referred to as the Purchaser) of the second Part, the said Premji Bhanji Patel agreed to sell to the said Poddar Developers Limited, his right, title and interest in respect of the Property bearing Gut No. 8 admeasuring total area of H-R-P 0-28-6 or thereabouts in consideration of the Property bearing Gut No. 10 admeasuring area of H-R-P 0-28-6 more particularly described in the Third Schedule hereunder written on the terms and conditions mentioned therein.
20. By and under an irrevocable power of attorney dated 24th September 2010 registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 8792 of 2010 on 24th September 2010, executed by the said Premji Bhanji Patel in favour of Poddar Developers Limited, through its General Manager Mr. Jinendra Kanhaiyalal Nahar, the said Premji Bhanji Patel authorised the said Poddar Developers Limited, through its General Manager Mr. Jinendra Kanhaiyalal Nahar to do the acts, deeds, matters and things for him and on his behalf as stated therein in respect of the Property bearing Gut No. 8 admeasuring total area of H-R-P 0-28-6 or thereabouts more particularly described in the Third Schedule hereunder written. The said power of attorney vide clause 2 (e) authorizes the said Poddar Developers Limited, through its General Manager Mr. Jinendra Kanhaiyalal Nahar to sell the said property.
21. By and under a Deed of Conveyance dated 13th May 2011 registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 5140 of 2011 on 16th May 2011, executed between Premji Bhanji Patel through his power of attorney holder Mr. Jinendra Kanhaiyalal Nahar (therein referred to as the Vendor) And Poddar Developers Ltd. (therein referred to as the Purchaser), the said Premji Bhanji Patel sold, granted, conveyed, transferred, assigned and assured to the said Poddar Developers Limited his right, title and interest in respect of the Property bearing Gut No. 8 admeasuring total area of H-R-P 0-28-6 or thereabouts more particularly described in the Third Schedule hereunder written.
22. By and under an Agreement for Sale dated 2nd February 1978 registered with the sub registrar of assurances at Ulhasnagar under serial no. 167 of 1978 on 2nd February 1978 executed between (1) Mr. Hiru Vithu Kambari and (2) Mr. Dattu Pandu Kambari (therein referred to as the Vendors) of one part and Mr. Anil Pamparao Achalkar (therein referred to as the Purchaser) of the second Part, the said Mr. Hiru Vithu Kambari and the said Mr. Dattu Pandu Kambari agreed to sell to the said Mr. Anil Pamparao Achalkar their right, title and interest in respect of the Property admeasuring total area of 14 acres, 15. ½ gunthas of Gut No. 4 or thereabouts more particularly described in the Fourth Schedule

hereunder written on the terms and conditions more particularly mentioned therein.

23. By and under an Deed of Release dated 8th August 1978 registered with the sub registrar of assurances at Ulhasnagar under serial no. 1230 of 1978 on 8th August 1978, executed between (1) Mr. Hiru Vithu Kambari (2) Mr. Eknath Hiru Kambari (3) Mr. Madhukar Hiru Kambari (4) Mr. Bhagwan Hiru Kambari (therein referred to as the Releasers) of one part and (1) Mr. Dattu Pandu Kambari and (2) Mr. Anil Pamparao Achalkar (therein referred to as the Releasees) of the second Part, the said Mr. Hiru Vithu Kambari, Mr. Eknath Hiru Kambari, Mr. Madhukar Hiru Kambari and Mr. Bhagwan Hiru Kambari released all their right title and interest in the said Property admeasuring total area of 14 acres, 15. ¼ gunthas of Gut No. 4 or thereabouts more particularly described in the Fourth Schedule hereunder written in favour of the said Mr. Dattu Pandu Kambari and the said Mr. Anil Pamparao Achalkar.
24. By and under a Deed of Conveyance dated 21st October 1978 registered with the sub registrar of assurances at Ulhasnagar under serial no. 1699 of 1978, executed between the said (1) Mrs. Sumitrabai Dattu Kambari (2) Mr. Narayan Dattu Kambari and (3) Miss Ratan Dattu Kambari (therein referred to as the Vendors) of the one part and Mr. Anil Pamparao Achalkar (therein referred to as the Purchaser) of the second Part, the said Mrs. Sumitrabai Dattu Kambari, Mr. Narayan Dattu Kambari and Miss Ratan Dattu Kambari sold, granted, conveyed, transferred, assigned and assured to the said Mr. Anil Pamparao Achalkar their right, title and interest in respect of the Property admeasuring total area of 14 acres, 15. ½ gunthas of Gut No. 4 or thereabouts more particularly described in the Fourth Schedule hereunder written for the consideration and on the terms and conditions mentioned therein.
25. By and under a Deed of Rectification dated 20th November 1978 registered with the sub registrar of assurances at Ulhasnagar under serial no. 1851 of 1978 on 20th November 1978, executed by the said Mrs. Sumitrabai Dattatraya Kambari, Mr. Narayan Dattatraya Kambari and Miss Ratan Dattatraya Kambari (therein referred to as the Vendors) of the one part and Mr. Anil Pamparao Achalkar (therein referred to as the Purchaser) of the second Part, the area of the property mentioned in the Deed of Conveyance dated 21st October 1978 was rectified and changed from 14 Acres and 15.1/2 Gunthas to 14 Acres and 22.1/2 Gunthas as more particularly mentioned therein.
26. By and under a Deed of Conveyance dated 19th December 1978 registered with the sub registrar of assurances at Ulhasnagar under serial no. 2105 of 1978, executed between (1) Mrs. Bayjabai Hari Kondilkar and (2) Mrs. Bachubai Pandu Patil (therein referred to as the Vendors) of the one part and Anil Pamparao Achalkar (therein referred to as the Purchaser) of the second Part, the said Mrs. Bayjabai Hari Kondilkar and Mrs. Bachubai Pandu Patil sold, granted, conveyed, transferred, assigned and assured to the said Mr. Anil Pamparao Achalkar their right, title and interest in respect of the Property bearing Gut No. 7 admeasuring 2 Hectare 64 Aars and 1 point or thereabouts more particularly described in the Fourth Schedule hereunder written for the consideration and on the terms and conditions mentioned therein.

27. By and under a Development Agreement dated 28th January 2010 registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 861 of 2010 on 28th January 2010, executed between the said Mr. Anil Pamparao Achalkar (therein referred to as the Owner) of the one part and Poddar Developers Limited (therein referred to as the Developers) of the second Part, the said Mr. Anil Pamparao Achalkar has transferred and assigned the development rights in respect of the Property bearing Gut No. 4 Hissa No. 2 admeasuring total area of H-R-P 5-82-5 or thereabouts AND Property bearing Gut No. 7 admeasuring total area of H-R-P 2-64-1 or thereabouts more particularly described in the Fourth Schedule hereunder written for the consideration and on the terms and conditions mentioned therein to the said Poddar Developers Limited.
28. By and under an irrevocable power of attorney dated 28th January 2010 registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 862 of 2010 on 28th January 2010, executed by the said Mr. Anil Pamparao Achalkar in favour of one Poddar Developers Limited through its Nominee Mr. Jinendra Kanhaiyalal Nahar, the said Mr. Anil Pamparao Achalkar authorized the said Poddar Developers Limited through its Nominee Mr. Jinendra Kanhaiyalal Nahar to do the acts, deeds, matters and things for him and on his behalf as stated therein in respect of the said property bearing Gut No. 4 Hissa No. 2 admeasuring total area of H-R-P 5-82-5 or thereabouts AND Property bearing Gut No. 7 admeasuring total area of H-R-P 2-64-1 or thereabouts more particularly described in the Fourth Schedule hereunder written. The said power of attorney vide clauses 8 and 9 authorizes the said Poddar Developers Limited through its Nominee Mr. Jinendra Kanhaiyalal Nahar to sell the said property.
29. By and under the Deed of Confirmation dated 23rd February, 2010, registered with the Sub-Registrar of Assurances, Ulhasnagar-2 under serial No. 1731 of 2010 on 23rd February, 2010 executed between Poddar Developers Limited of One part and Mr. Anil Pamparao Achalkar of the Second Part and one Mr. Bhaskar Shivram Dhule and one Mr. Baliram Bhaskar Dhule of the Third Part, the said Mr. Bhaskar Shivram Dhule and Mr. Baliram Bhaskar Dhule agreed to waive their right of way in respect of the property bearing Gut No.7, permanently in favour of Party of the First Part and Party of the Second Part without any conditions.
30. By and under the Deed of Confirmation dated 23rd February, 2010, registered with the Sub-Registrar of Assurances, Ulhasnagar-2 under serial No. 1730 of 2010 on 23rd February, 2010, executed between Poddar Developers Limited through its General Manager Mr. Jinendra Kanhaiyalal Nahar of One Part and Mr. Anil Pamparao Achalkar of the Second Part and one Mr. Mukund Mahadu Warghade and one Mr. Dagadu Tukaram Mali of the Third Part, the said Mr. Mukund Mahadu Warghade and Mr. Dagadu Tukaram Mali agreed to waive their right of way in respect of the property bearing Gut No. 4, permanently in favour of Party of the First Part and Party of the Second Part without any conditions and consideration.
31. Vide an Order bearing No. Revenue/K-1/T-14/NAP/SR-40/2011 dated the 5th day of May 2011 (hereinafter referred to as "the Change of User Permission") issued by the Collector Office, Thane, the said Mr. Anil Pamparao Achalkar and the said Developers were granted permission for change of use of the land from

Agricultural to Non-Agriculture use in respect of the property more particularly described in the Fourth Schedule hereunder written.

32. By and under a Deed of Conveyance dated 13th May 2011 registered with the sub registrar of assurances at Ulhasnagar - 2 under serial no. 5142 of 2011 on 16th May 2011, executed between the said Mr. Anil Pamparao Achalkar, through his power of attorney holder Mr. Jinendra Kanhaiyalal Nahar (therein referred to as the Vendor) And Poddar Developers Ltd. (therein referred to as the Purchasers), the said Mr. Anil Pamparao Achalkar sold, granted, conveyed, transferred, assigned and assured to the said Poddar Developers Limited his right, title and interest in respect of the Property bearing Gut No. 4 Hissa No. 2 admeasuring total area of H-R-P 5-82-5 or thereabouts AND Property bearing Gut No. 7 admeasuring total area of H-R-P 2-64-1 or thereabouts more particularly described in the Fourth Schedule hereunder written for the consideration and on the terms and conditions mentioned therein.
33. By a Certificate dated 7th June 2011 issued by Talathi Kharwai, Taluka Ambemath, District Thane certifying that Mr. Anil Pamparao Achalkar is a resident accountholder of Village Sape holding properties bearing Gut No. 4 Hissa No. 2 admeasuring total area of H-R-P 5-82-5 or thereabouts AND Property bearing Gut No. 7 admeasuring total area of H-R-P 2-64-1 AND Gut No. 10 admeasuring total area of H-R-P 1-22-7 or thereabouts. The certificate further states that no proposal for acquisition of the properties mentioned in the said certificate is pending with their office or that the said properties are falling under any Scheme. The landowner is not Adivasi Accountholder. On observation of Village Form No.8A, no land revenue is outstanding in the account of land owner with respect to Year 2009-2010 and that the said properties do not fall under the description of Private Forest. We have been informed by the Developers that the 7/12 extract mentioning the name of the Developers as the owners of the properties, was issued on 8th June 2011, hence the name of Mr. Anil Pamparao Achalkar appears as the owner of the properties in the said Certificate dated 7th June 2011 and not the name of the said Developers.
34. We have caused search of the properties more particularly described in the Schedules hereunder written in the office of the Sub-Registrar at Ulhasnagar from year 1971 to 2002 and office No.2 of the Sub-Registrar at Badlapur from year 2002 to 2011 and office of the Sub-Registrar at Mumbai year 1973 to 2011 i.e. total of 40 years and we have not come across any other documents of title, transfer or encumbrances, lien, charge to the property.
35. We have issued public notice in newspapers viz. "Economic Times" dated the 27th day of May 2011 published on the 30th day of May 2011 inviting claims, if any, from the general public in respect of the said property more particularly described in the schedules hereunder written. We have not received any claims from anybody claiming any kind of right, title and interest in the said properties more particularly described in the Schedules hereunder written or any part thereof till date.
36. On the basis of what has been stated hereinabove, in our opinion, the title of the said Poddar Developers Limited is clear and marketable and free from encumbrances with respect to the said properties more particularly described in

the First to the Fourth Schedule hereunder written save and except what is stated in paragraph No. 7 hereinabove. Further, this certificate of title is subject to the torn sheets in the books of Sub Registrar of Assurances at Ulhasnagar and Mumbai as mentioned in the search report of Mr. N. B. Vagal dated 30th May 2011.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land situate, lying and being at Village Sape, Taluka Ambarnath, District Thane within the local limit of grampanchayat Dahivali and Sub-Registrar office at Ulhasnagar-2 at Badlapur and Talathi Saja Kharvai and as detailed hereunder and bounded as follows;

Sr.No.	Survey No.	Hissa No.	Area	Total Area H.R.P.
			H-R-P POT KHARABA AREA H-R-P	
1	10	0	1.10.1 0-12-6	1.22.7
			Paiki:-	0-94-1

On the North : By Boundary of Mouje Juveli Village;
On the South : By Gut No.7;
On the East : By Kalyan-Karjat Road;
On the West : Boundary of Mouje Juveli Village.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Non-Agricultural land situated at Village - Sape, Taluka - Ambarnath, District - Thane, which falls within the territorial jurisdiction of the Thane Zilla Parishad, Panchayat Samiti and having its registration and sub-registration Ulhasnagar-2, District Thane as detailed hereunder:-

Sr.No.	Survey No.	Hissa No.	Area	Total Area H.R.P.
			H-R-P Pot Kharaba Area H-R-P	
1	5	0	0.29.8 0.00.5	0.30.3
			Total	0.30.3

THE THIRD SCHEDULE ABOVE REFERRED TO

All that piece and parcel of Non-Agricultural land situated at Village - Sape, Taluka - Ambarnath, District - Thane, which falls within the territorial jurisdiction of the Thane

Zilla Parishad, Panchayat Samiti Ambarnath, and having its registration and sub-registration Taluka Ulhasnagar-2, District Thane as detailed hereunder:-

Sr.No.	Survey No.	Hissa No.	Area	Total Area H.R.P.
			H-R-P Pot Kharaba Area H-R-P	
1	8	0	0.27.6 0.01.0	0.28.6
			Total	0.28.6

THE FOURTH SCHEDULE ABOVE REFERRED TO

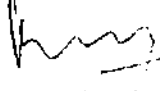
All that piece and parcel of land situate, lying and being at Village Sape, Taluka Ambarnath, District Thane within the local limit of grampanchayat Dahivali and Sub-Registrar office at Ulhasnagar-2 at Badlapur and Talathi Saja Kharvai and as detailed hereunder and bounded as follows:

Sr.No.	Survey No.	Hissa No.	Area	Total Area H.R.P.
			H-R-P POT KHARABA AREA H-R-P	
1	4	2	5-15-0 0-67-5	5-82-5
2	7	0	2-31-3 0-32-8	2-64-1

On the North : By Gut No.10;
 On the South : By boundary of Mouje Chamtoli Village;
 On the East : By Kalyan-Karjat Road;
 On the West : Boundary of Mouje Juveli Village.

Dated this 15th day of June 2011.

KANGA AND COMPANY


 PARTNER