

R.P.A.D./UCP / By Hand

Date 27/07/2017

To :

Nexus Builders And Developers Pvt. Ltd.
Tanna House, 2nd Floor,
Nathalal Parekh Marg,
Colaba, Mumbai - 400 039.

CERTIFICATE RELATING TO TITLE.

Re: All that piece and parcel of the land admeasuring 1900 sq. mtrs. bearing Gut No.47, Hissa No.1/11, situate lying and being at Village Chitalsar Manpada , Thane Taluka, and District Thane, Registration District and Sub-District, Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as "the said Property").

- 1) Dimension/Area of the said property :1900 sq. mtrs.
- 2) The Documents

For the purpose of this opinion, I have reviewed/inspected the copies of the following documents:-

- i) 7/12 extracts of Gut No. 47 Hissa No. 1/11 of Village Chitalsar Manpada , Thane Taluka, and District Thane.
- ii) Agreement for Development-Cum-Sale dated 25.10.1990 executed by and between Shri. Madhukar Joma Wadekar and others, 1. Shri. Rajdaksh Mahendra Sharma & 2. Shri. Kapil M. Sharma and M/s. Kirti Gaurav Builders and Developers Pvt. Ltd..
- iii) Agreement dated 17.09.1994 executed by and between Kirti Gaurav Builders & Developers Pvt. Ltd. (Vendor), Rajadaksha M. Sharma & Kapil M. Sharma (Confirming

Party) and Nexus Builders & Developers Pvt. Ltd. (Purchasers).

- iv) Power of Attorney dated 19.12.1995 executed by Kirti Gaurav Builders & Developers Pvt. Ltd. in favour of Nexus Builders & Developers Pvt. Ltd..
- v) Development Permission / Commencement Certificate bearing V.P. No. S04/0082/2015 /TMC/TDD/1750/16 dated 04.04.2016 issued by Thane Municipal Corporation.
- vi) Title Certificate dated 30.03.2011 Issued by Advocate Damodar A. Patil.
- vii) Order No. Mahsul/K.1/T.2/Chitalsar Manpada - Thane/NAP/SR-150/2013 dated 11.12.2013 issued by Collector, Thane.
- viii) Registered Conveyance Deed dated 06.05.2014 executed between Shri. Madhukar Joma Wadekar & 29 others (Vendors), Smt. Sangeeta Raghunath Wadekar @ Sangeeta] anardan Bhoir & 3 others (Confirming Parties) and Kirti Gaurav Builders & Developers Pvt. Ltd. (Purchasers).
- ix) Registered Supplementary Conveyance Deed dated 26.06.2014 executed between Ravindra Madhukar Wadekar & 6 others (Vendors), Kamlabai Raghunath Wadekar & 14 others (Confirming Parties) and Kirti Gaurav Builders & Developers Pvt. Ltd. (Purchasers).
- x) Registered Deed of Rectification of Conveyance Deed dated 17.10.2014 executed between Shri. Madhukar Joma Wadekar & 29 others (Vendors), Smt. Sangeeta Raghunath Wadekar @ Sangeeta] anardan Bhoir & 3 others (Confirming Parties) and Kirti Gaurav Builders & Developers Pvt. Ltd. (Purchasers).
- xi) Registered Deed of Rectification dated 17.10.2014 executed by and between Ravindra Madhukar Wadekar & 6 others through their Constituted Attorney Kirti Gaurav Builders & Developers Pvt. Ltd., Smt. Kamlabai Raghunath Wadekar & 14 others, through their

Constituted Attorney Nexus Builders & Developers Pvt. Ltd., and M/s. Kirti Gaurav Builders and Developers Pvt. Ltd.

- xii) Search Report dated 30.10.2014 issued by Searcher Mr. Ramesh Dhalpe.
- xiii) Search Report dated 26.07.2017 issued by Searcher Mr. Sachin Patil.

3. Search from the Office of the Sub-Registrar of Assurances:

Nexus Builders And Developers Pvt. Ltd. had caused search vide our search clerk Mr. Sachin Patil in respect of the said Property at the office of the Sub Registrar of Assurances, at Thane for a period of about 30 years, i.e. for the period being 1988 to June 2017. He has submitted his Search Report dated 26.07.2017. The Index Books for some of the years as mentioned in the Search Report dated 26.07.2017 were found in torn condition. From the Search Report dated 26.07.2017, it appears that no registered charge is subsisting in respect of the said Property.

4. ROC SEARCHES

It was represented that Nexus Builders And Developers Pvt. Ltd. has caused online searches to be conducted in the office of the Registrar of Companies ("ROC") in respect of charges registered with the office of the Registrar of Companies ("ROC") by the Nexus Builders And Developers Pvt. Ltd. and informed that no charges exist.

I have not independently caused any online searches in the office of the Registrar of Companies ("ROC") in respect of charges registered with the office of the Registrar of Companies ("ROC") by the Nexus Builders And Developers Pvt. Ltd. or anyone else.

5. Brief History of the said Property:

Based on the aforesaid documents and the information furnished to me as well as the Search Report, I observe as follows:

- A) On or before tillers day i.e. 1st April 1957, the families headed by i) Smt. Bamibai Joma Wadekar, ii) Shri. Krishna Chango Wadekar and iii) Shri. Motiram Gana Wadekar were in possession and occupation of the lands bearing Survey Nos. 44/3, 43/5, 37/1, 35/3, 35/1, 34/4, 34/2, 33/7, 33/4, 31/11, 31/4, 32/1/1 and 31/5/1 situated at Village Chitalsar Manpada, Tal. & Dist. Thane (hereinafter referred to as 'Said larger land').
- B) In 1959, Consolidation Scheme came to be finalized in respect of various lands including lands at Chitalsar Manpada which included the Said larger land. As per such Consolidation Scheme, the original Survey Numbers were converted into Gut Numbers and respective areas also came to be corrected. As per such Consolidation Scheme, Said larger land came to be given Gut No.37 and Gut No.47.
- C) Smt. Bamibai Joma Wadekar as Applicant had filed Tenancy Case No.5/1974 against Devichand Ratanji, Atashibai Udernai, Uttamchand Udernai, Mulchand Joharnai, Hira Krishna and Motiram Gana as Opponents before the Tahasildar Thane under Sec.70 (b) of Bombay Tenancy and Agricultural Lands Act, 1948 before Agricultural Land Tribunal and Tahsiladar, Thane for declaring her to be protected/lawful tenant in respect of 1/3rd portion of the said larger Land situated at Village Chitalsar Manpada, Tal. & Dist. Thane which came to be allowed by Order dtd.18/04/1977. By an order dated 18/04/1977 passed by the Agricultural Land Tribunal and Tahsiladar, Thane, Smt. Bamibai Joma Wadekar was declared as tenant under the provisions of Sec.70 (b) of

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Bombay Tenancy and Agricultural Lands Act, 1948 in respect of 1/3rd portion of the said larger Land.

D) Being aggrieved by the aforesaid Order dtd.18/04/1977, the above named Opponents therefore filed Tenancy Appeal No.21/1977 against Smt. Bamibai Joma Wadekar, Hira Krishna and Motiram Gana before SDO Thane but the same came to be dismissed by Order dtd.23/03/1989 passed by Sub Divisional Officer Thane. Further being aggrieved by the aforesaid SDO Order, the above named Opponents filed Tenancy Appeal No.174/1989 before Maharashtra Revenue Tribunal, Mumbai (MRT).

E) It was represented that said Smt. Bamibai Joma Wadekar was expired leaving behind Madhukar Joma Wadekar and Manibai Sadashiv Patil as her only legal heirs and representatives and therefore Madhukar Joma Wadekar and Manibai Sadashiv Patil became the joint tenants of the 1/3rd portion of the said larger Land.

F) Under these circumstances, Shri. Madhukar Joma Wadekar and others became jointly entitled to seize and possess off or otherwise well and sufficiently entitled to all thatpiece and parcel of the lands bearing Gut No. 47/1(P) admeasuring 28150 sq. mtrs., Gut No. 47/1(P) admeasuring 3630 sq. mtrs., Gut No. 47/2 admeasuring 2370 sq. mtrs. and Gut No. 47/3 admeasuring 1670 sq. mtrs., lying, being and situated at village Chitalsar Manpada, Tal. & District Thane (hereinafter referred to as 'Said lands'), as their legal heirs and representatives, accordingly to Hindu Law of Succession under which they were governed subject to provisions of Bombay Tenancy and Agricultural Lands Act, 1948.

G) By and under an Agreement for Development-Cum-Sale dated 25.10.1990 executed by and between Said Madhukar Joma Wadekar & others, therein referred to as Vendor of first

part, 1. Shri. Rajdaksh Mahendra Sharma & 2. Shri. Kapil M. Sharma, therein referred to as the Confirming Party of the second Part and one Kirti Gaurav Builders & Developers Pvt. Ltd., therein referred to as Purchasers of the Third Part (hereinafter referred to as 'Agreement for Development-Cum-Sale dated 25.10.1990'), the said Shri. Madhukar Joma Wadekar & Others had agreed to sell, transfer and assign, with the consent of the Confirming Parties therein, their respective undivided share, right, title and interest, in the said Lands unto and in favour of the Kirti Gaurav Builders & Developers Pvt. Ltd., at and for the consideration and on the terms and conditions contained therein. Pursuant to the above said Agreement for Development-Cum-Sale dated 25.10.1990, said Shri. Madhukar Joma Wadekar & Others had individually executed diverse Power of Attorneys in favour of Directors of the Kirti Gaurav Builders & Developers Pvt. Ltd., to perform and execute various acts, deeds and matters in respect of development and sale of said lands.

H) By and under an Agreement dated 17.09.1994 executed by and between the Kirti Gaurav Builders & Developers Pvt. Ltd., therein referred to as Vendor of first part, Shri. Rajdaksh Mahendra Sharma & 2. Shri. Kapil M. Sharma, therein referred to as the Confirming Party of the second Part and the Nexus Builders And Developers Pvt. Ltd., therein referred to as Purchasers of the Third Part, the Kirti Gaurav Builders & Developers Pvt. Ltd. had agreed to sell and grant the development rights in respect of the said lands being lands bearing Gut No. 47/1(P) admeasuring 28150 sq. mtrs., Gut No. 47/1(P) admeasuring 3630 sq. mtrs., Gut No. 47/2 admeasuring 2370 sq. mtrs. and Gut No. 47/3 admeasuring 1670 sq. mtrs. lying, being and situated at village Chitalsar Manpada, Tal. & District Thane to the Nexus Builders And Developers Pvt. Ltd., on the terms and conditions contained therein.

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- I) The Sub Divisional Officer, Thane being the Competent Authority under section 43 of Bombay Tenancy and Agricultural Lands Act, 1948, vide its Order dated 09.01.1995 bearing no. T.D./VI/TNC/SR/248, has granted permission to use the said lands and other lands mentioned therein for non-agricultural purposes, upon the terms and conditions mentioned therein.
- J) Order dated 06.05.1995 bearing No. Bhoomapan/Area-Correction/Manpada/95 was passed by the Superintendent of Land Records, whereby the actual area of the lands lying, being and situated at village Chitalsar Manpada, Tal. & District Thane i.e. land bearing Gut No. 47/1 is certified as 37130 sq. mtrs., Gut No. 47/2 is certified as 2030 sq. mtrs. and Gut No. 47/3 is certified as 1620 sq. mtrs. and accordingly revenue records were rectified.
- K) The legal heirs of Hira Krishna Wadekar i.e. Smt. Anandibai Ganpat Bhoir and others had executed a Declaration and Indemnity dated 03.07.2000, which was lodged for registration with the Sub-Registrar, Thane on 03.07.2000 under document No. 4362/2000 along with Power of Attorney dated 03.07.2000 and thereby confirmed execution of Agreement for Development-Cum-Sale dated 25.10.1990 and having received the entire consideration amount and further confirming of having handed over physical possession of the said larger land to M/s. Kirti Gaurav Builders and Developers Pvt. Ltd..
- L) Smt. Kalpana Damodar Patil along with her mother Smt. Bhagibai Amaram Wadekar and her sister Smt. Kusum Chatrapati Shelke had executed a Declaration and Indemnity dated 29.06.2000, which was registered with the Office of Sub-Registrar, Thane on 29.06.2000 under document No. 4261/2000 along with Power of Attorney dated 29.06.2000 and thereby confirmed execution of Agreement for

Development-Cum-Sale dated 25.10.1990 and having received the entire consideration amount and further confirming of having handed over physical possession of the said larger land to M/s. Kirti Gaurav Builders and Developers Pvt. Ltd..

M) The documents further reveals that Shri. Rohidas Shivram Wadekar and others had executed a Declaration and Indemnity dated 26.06.2000, which was registered with the Office of Sub-Registrar, Thane on 26.06.2000 under document No. 4159/2000 along with Power of Attorney dated 26.06.2000 and thereby confirmed execution of Agreement for Development-Cum-Sale dated 25.10.1990 and having received the entire consideration amount and further confirming of having handed over physical possession of the said larger land to M/s. Kirti Gaurav Builders and Developers Pvt. Ltd..

N) Shri. Vasant Motiram Wadekar & Shri. Prakash Motiram Wadekar alongwith their family members had executed a Declaration and Indemnity dated 11.07.2000, which was registered with the Office of Sub-Registrar, Thane on 11.07.2000 under document No.4546/2000 along with Power of Attorney dated 11.07.2000 and thereby confirmed execution of Agreement for Development-Cum-Sale dated 25.10.1990 and having received the entire consideration amount and further confirming of having handed over physical possession of the said larger land to M/s. Kirti Gaurav Builders and Developers Pvt. Ltd..

O) The documents further reveals that (1) Smt. Sangeeta Raghunath Wadekar alias Sangeeta Raghunath Wadekar alias Sangeeta Janardhan Bhoir (2) Smt. Rekha Narayan Bhoir (3) Smt. Kavita Gorakhnath Mhatre alias Kavita Raghunath Wadekar & (4) Smt. Vandana Biplin Mhatre alias Vandana Raghunath Wadekar alongwith their family members had

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executed a Declaration and Indemnity dated 03.07.2000, which was registered with the Office of Sub-Registrar, Thane on 03.07.2000 under document No.4362/2000 along with Power of Attorney dated 03.07.2000 which was registered at Sr. No. 228/2000, and thereby confirmed execution of Agreement for Development-Cum-Sale dated 25.10.1990 and having received the entire consideration amount and further confirming of having handed over physical possession of the said larger land to M/s. Kirti Gaurav Builders and Developers Pvt. Ltd..

- P) The documents reveal that said Madhukar Joma Wadekar, Hira Krishna Wadekar, Motiram Gana Wadekar and Bamibai Joma Wadekar had separately filed Returns under Section 6 of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as ULC Act) in respect of the said larger Land and various other lands held by them before the Competent Authorities and in pursuance thereof the Competent Authority passed Order vide No. SR-7-23-24-98 dated 30/05/1990 under Sec, 8(4) of the said ULC Act holding that the lands mentioned in such Returns to be Retainable lands. Since while filing Returns under Section 6 of the said ULC Act with respect to said Larger Land, some additional names other than the Owners were included, said M/s. Kirti Gaurav Builders and Developers Pvt. Ltd. acting as Constituted Attorneys of the Owners filed a Revision Application before the Competent Authority appointed under the said ULC Act to revise the said ULC Order No. 1 so as to remove from the same such additional names and to pass appropriate orders with respect to the said larger Land and pursuant thereto the Competent Authority passed Order vide SR NO. 7+23+24+98 dated 23.02.1999 under Section 8 of the said ULC Act. It appears from the documents that subsequently said M/s. Kirti Gaurav Builders and Developers Pvt. Ltd. acting as Constituted Attorneys of the Owners filed Revision application before the Competent

Authority under the said ULC Act to revise the Order dated 23.02.1999. In pursuance thereof the Competent Authority passed Order vide SR No.7+23+24+98 dated 25.05.2004 under Section 8 of the said ULC Act. In the said ULC Orders dated 23.02.1999 and 25.05.2004, an area admeasuring 4558 sq. mtrs. of the said larger Land was declared to be surplus and Order under Section 10 (1), 10(3) and 10(5) of the said ULC Act came to be passed ordering acquisition of such declared surplus land out of the said larger Land. However it appears from the documents that the actual possession of such declared surplus land was not taken and effect to such Order was not given till 29th November 2007 when the ULC Act came to be repealed by the Government of Maharashtra. The said M/s. Kirti Gaurav Builders and Developers Pvt. Ltd. acting as Constituted Attorneys of the Owners filed Writ Petition in the Hon'ble High Court, Bombay to cancel the Orders passed by the Competent Authority under Section 10 (1), 10 (3) and 10 (5) of the said ULC Act, which came to be allowed by the Hon'ble High Court, Bombay and in view thereof the said Surplus Land admeasuring stated therein became free from the provisions of the said ULC Act and became available for the development.

Q) The portion of the said lands which was declared to be surplus land under the Orders dated 23.02.1999 and 25.05.2004 passed by the Competent Authority under the ULC Act, same could not be developed on account of said orders.

R) It appears from the revenue records that a portion admeasuring 965 sq. mtrs from the land bearing Gut No. 47/1(P) admeasuring 33500 sq. mtrs. was handed over to the Thane Municipal Corporation for public purpose and in consequence thereof the land bearing Gut No. 47/1(P) admeasuring 33500 sq. mtrs. was subdivided in two parts i.e., land bearing Gut No. 47/1A/1 admeasuring 32535 sq. mtrs. and land bearing Gut No. 47/1A/2 admeasuring 965 sq. mtrs..

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The land bearing Gut No. 47/1A/2 admeasuring 965 sq. mtrs. was transferred in the name of Thane Municipal Corporation. Likewise, a portion admeasuring 321.96 sq. mtrs from the land bearing Gut No. 47/1A/1 was handed over to the Thane Municipal Corporation for public purpose and according mutation entry was passed and recorded in the records of rights pertaining to land bearing Gut No. 47/1A/1.

S) By and under a Conveyance Deed dated 06.05.2014, which was duly registered with the Sub-Registrar of Assurances, Thane-1 on 06.05.2014 under document No. TNN1-3769-2014 read with subsequent Deed of Rectification dated 17.10.2014 which was duly registered with the Sub-Registrar of Assurances, Thane-9 on 17.10.2014 under document No. TNN9-6583-2014, both executed by and between Shri. Madhukar Joma Wadekar and others, therein referred to as Vendor of First part, Smt. Sangeeta Raghunath Wadekar and others, therein referred to as Confirming Parties of Second part and the Kirti Gaurav Builders & Developers Pvt. Ltd., therein referred to as Purchaser of Third part, the Vendor therein had sold, conveyed and transferred the said lands to the Kirti Gaurav Builders & Developers Pvt. Ltd. subject however to the rights of the Nexus Builders And Developers Pvt. Ltd. under the above referred Agreement dated 17.09.1994, for the consideration and on the terms and conditions contained therein.

T) By and under a Supplemental Indenture of Conveyance dated 26.06.2014 which was duly registered with the Sub-Registrar of Assurances, Thane-9 under document No. TNN9-4247-2014 read with Deed of Rectification dated 17.10.2014 which was duly registered with the Sub-Registrar of Assurances, Thane-9 on 17.10.2014 under document No. TNN9-6582-2014, both executed by and between Ravindra Madhukar Wadekar and others, therein referred to as the VENDOR of first part, Kamlabai Raghunath Wadekar and others, therein

referred to as the confirming parties of second part and the Kirti Gaurav Builders & Developers Pvt. Ltd., therein referred to as the Purchaser of the third part, the Vendor therein had sold, conveyed, transferred and assured the said lands unto the Kirti Gaurav Builders & Developers Pvt. Ltd. subject to the rights of the Nexus Builders And Developers Pvt. Ltd. under the said Agreement dated 17.09.1994.

U) Sometime in the year 2013 Survey and measurement of the land bearing Gut No.47/1, 47/2 and 47/3 was conducted by the TILR Thane by which the said Gut No.47/1 came to be divided into multiple Hissa Numbers namely (i) 47/1/1 admeasuring 0H-12R-50P, (ii) 47/1/2 admeasuring 0H-54R-0P, (iii) 47/1/3 admeasuring 0H-09R-60P, (iv) 47/1/4 admeasuring 0H-10R-0P, (v) 47/1/5 admeasuring 0H-03R-30P, (vi) 47/1/6 admeasuring 0H-00R-10P, (vii) 47/1/7 admeasuring 0H-01R-20P, (viii) 47/1/8 admeasuring 2H-24R-60P, (ix) 47/1/9 admeasuring 0H-25R-0P, (x) 47/1/10 admeasuring 0H-12R-00P and (xi) 47/1/11 admeasuring 0H-19R-00P.

V) Accordingly the Revenue Authorities have made changes in *FerfarPatrak* as per Mutation Entry No.1004 dtd.23/03/2015. Further on the basis of said Mutation Entry No.1004, effect thereof is taken and accordingly 7/12 Extracts have been prepared describing the lands which are belonging to the Vendor and the lands which are belonging to TMC and accordingly, the name of the Kirti Gaurav Builders & Developers Pvt. Ltd. is mutated and registered as the owner of the said property in records of rights pertaining to said property.

W) On perusal of the Search Report, it is revealed that a Notice of Lis pendency was registered by one Bhalchandra Madhukar Wadekar & 18 Others. Likewise, certain Undertakings / Agreements were also noticed to have been executed by

Nexus Builders & Developers Pvt. Ltd. in favour of Thane Municipal Corporation and some other Developers. The explanation given by you to me was that all those Agreements are in respect sale and transfer of TDR and that no right, title or interest over the said property or part thereof has been created by virtue of these Agreements. However, none of these Agreements were made available to me for perusal. Likewise, the Undertakings are told to be executed in respect of handing over of portion of said property which was under reservation to the Thane Municipal Corporation.

6. General :

- a. Title Certificates issued solely on the basis of the documents provided by you as mentioned in Para 2 hereinabove and I have no obligation to update this Title Certificate with any information or replies or documents received by me beyond this date.
- b. Unless specifically stated otherwise, I have not inspected or perused the original documents in respect of the said Property.
- c. I am not qualified to and have not independently verified the area of the said Property. I have referred to and retained the admeasurements in sq. mtrs. as I have found them in various documents.
- d. I have not visited the site on which the said Property is situated.
- e. Save as otherwise stated hereinabove, I have not issued any public notice to invite claims from the public at large in respect of title of Kirti Gaurav Builders & Developers Pvt. Ltd. to the said Property and that of Nexus Builders And Developers Pvt. Ltd. as Developer.
- f. For the purpose of this Title Certificate, I have assumed:

- i) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to me as certified or photocopies.
- ii) That there have been no amendments or changes to the documents examined by me.
- iii) The accuracy and completeness of all the factual representations made in the documents.
- iv) That all prior documents have been adequately stamped and duly registered.
- v) Any statements in the documents, authorization or any certificates or confirmations relied upon by me for issuance of this Certificate is correct and otherwise genuine.
- vi) Each document binds the parties intended to be bound thereby.
- vii) Photocopies provided to me are accurate photocopies of originals.

g. For the purposes of this Title Certificate, I have relied upon information relating to:

- i) All of the information (including the documents) supplied to me was, when given, and remains, true, complete, and accurate and not misleading.
- ii) Boundaries on the basis of the documents provided to me by the clients.

h. Unless specifically stated otherwise, I have not carried out any searches in any courts and have presumed that there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. in respect of the said Property save and except disclosed by you which are mentioned hereinabove.

- i. For the purpose of this Title Certificate, I have relied upon information relating to lineage, on the basis of revenue records and information provided to me by you.
- j. I am not certifying the boundaries of the said Property nor am I qualified to express my opinion on physical identification of the said Property. I also do not express my opinion on matters related to actual physical use of the said Property.
- k. I express no view about the zoning / user / reservations / FSI / or developability of the said Property.
- l. I have not verified issues relating to acquisition and / or reservation of the said Property or any portion thereof by Governmental Authorities.
- m. I have not verified the market value of the properties involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- n. I have not authorized or qualified to express an opinion relating to plan permission, approval or development potential of the said Property.
- o. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- p. Even though this document is titled "The Certificate" it is in fact an opinion based on the documents perused by me.

The Title Certificate has been so given at the request of the client to whom it is addressed.

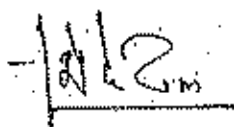
q. This Title Certificate is limited to the matters pertaining to Indian Law (as on the date of this Title Certificate) alone and I express no opinion on laws of any other jurisdiction.

r. This opinion is addressed to Nexus Builders And Developers Pvt. Ltd. alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than Nexus Builders And Developers Pvt. Ltd. for any purpose without my prior written consent. It may however be disclosed or furnished by Nexus Builders And Developers Pvt. Ltd. as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

6. CONCLUSION

On scrutiny of the documents made available to me and on the basis of information and search report provided to me by you, I am of the opinion that subject to whatever stated hereinabove and subject to outcome of litigation mentioned above, M/s. Nexus Builders & Developers Pvt. Ltd., is well and sufficiently entitled to develop the said Property by implementing development Scheme thereon as per the layout and the plans approved in respect thereof by the Thane Municipal Corporation and to sell and allot flats/shops/premises therein on ownership basis to prospective purchasers.

Yours truly,



Advocate