

FIRST SCHEDULE

Larger Land

All that piece or parcel of land bearing Old Survey Nos. 8/1 to 8/14, 9/1 to 9/42 except 9/32 and 9/38; 10/1 to 10/17; 11/2, 11/3, 11/4 Pt., 11/5/1 Pt., 11/5/2 Pt., 11/6 to 11/9, 11/10/1, 11/10/2, 11/11 to 11/18; 193/6 Pt.; 204/13 Pt. and 204/15 Pt.; 205/14 Pt., 205/15 Pt., 205/16 Pt., 205/17A, 205/17B Pt., 205/18 Pt., 205/19 Pt.; 205/20, 205/24 Pt., 205/24 Pt., 205/25 to 205/30, 205/31/1, 205/31/2, 205/32 and 205/33; 206/2 Pt. and 206/2 Pt. and 206/3 Pt.; 277/1 to 277/20 except Hissa Numbers 3 and 5 corresponding New Survey Nos. 7/1 to 7/14; 8/1 to 8/42 except 8/32 and 8/38; 9/1 to 9/17, 10/2A, 10/3, 10/4A, 10/5A, 10/5C, 10/6 to 10/9, 10/10A, 10/10B, 10/11 to 10/18; 88/6B, 99/13B, 99/15B, 100/14A, 100/15B, 100/16B, 100/17A and 100/17B, 100/18/A, 100/19/B, 100/20, 100/24A, 100/24B, 100/25 to 100/30, 100/31A and 100/31B, 100/32 and 100/33; 101/2A, 101/2A, 101/2B and 101/3A; 105/1 to 105/20 (except Hissa Nos. 3 and 5) in aggregate admeasuring 32.51 Acres or thereabouts as per the Sanad dated 12th October, 1965 (31.40 Acres or thereabouts as per the 7/12 Extracts) and land bearing Old Survey No.9/32, 277/3 and 277/5 and corresponding New Survey Nos. 8/32, 105/3 and 105/5 in aggregate admeasuring 0.35 Acres or thereabouts (total aggregating to 33.02 Acres corresponding to 133627.2 sq. mts. approximately) as per the 7/12 Extracts situate, lying and being at Village Balkum, Taluka Thane, District Thane in the Registration Sub-District Thane and bounded as follows:

- On or towards the North by : Property belonging to Bayer India Pvt Ltd (Kalpataru.Group)
- On or towards the South by : 20 mtr. proposed D.P Ram Maruti Road and Old Mumbai Agra Highway, Balkum
- On or towards the East by : Property belonging to Bayer India Pvt Ltd (Kalpataru.Group) and Dosti Group Balkum Thane
- On or towards the West by : 30 mtr. proposed D.P Ram Maruti Road Balkum, Thane

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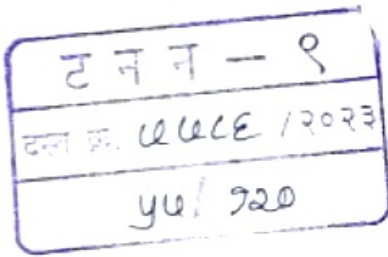
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SECOND SCHEDULE

Project Land

All that piece or parcel of land bearing Survey No. 10 Hissa No. 14(pt); Survey No. 100 Hissa No. 28(pt), 29(pt), 31A(pt), 31B(pt), 32(pt) admeasuring 3,421.25 square meters, situate, lying and being at Village Balkum, Taluka Thane, District Thane in the Registration Sub-District Thane and bounded as follows:

- | | |
|------------------------------|---------------------------------|
| On or towards the North by : | Private Land |
| On or towards the South by : | Cluster 4 / 4A part development |
| On or towards the West by : | Proposed DP road / Private Land |
| On or towards the East by : | Cluster 4A part development |



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THIRD SCHEDULE
PROJECT FACILITIES

Sr. No.	Facilities
1	Library
2	Indoor Games room
3	Creche
4	Hobby Area

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FOURTH SCHEDULE

Details of the Facilities available in the common area and amenity spaces on the Larger Land

Sr. No.	Facilities
1	Multi-purpose court
2	Squash court
3	Gymnasium
4	Swimming Pool
5	Kid's pool
6	Bicycle path
7	Mini Cricket Ground
8	Café
9	Convenience Store

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Mr. Chelur

[Signature]

FIFTH SCHEDULE

Sr. No.	Terms and Expressions	Meaning
1	Project Name	Vaikunth Cluster 4A
2	Building /Wing No.	3 (As defined in the sanctioned plan as approved by TMC)
3	Tower Name	VAMA
4	The said Flat	Flat No. 2606 admeasuring about 47.49 sq. mtrs. (as defined under the provisions of RERA) equivalent to approximately 511.18 sq. ft. carpet area on the 26th habitable floor of the said Building along with balcony area admeasuring 00.00 sq. mtr., enclosed balcony area admeasuring 03.19 sq. mtr. and dry balcony area admeasuring 02.04 sq. mtr.
5	The Sale Consideration	Rs. 98,73,662/- (Rupees Ninety-Eight Lakh Seventy-Three Thousand Six Hundred Sixty-Two Only)
6	Details of the covered car parking space(s)	1 (One)
7	Date of Letter of Allotment	10th April, 2023
8	Date of Request for Reservation	26th March, 2023
9	Name of the Account for payment of Sale Price	"PEPL CLUSTER4A COLLECTION ESCROW ACCOUNT"
10	Address of the Purchaser/s for the purposes of this Agreement	Ramgad No 2, Sai Sadan Chawl, Goshala Road Mulund West, Mumbai, - 400080, Maharashtra, India
11	Permanent Account Number	Developer's PAN: AACCA7777K Purchaser/s PAN: BEOPS6652H, LBHPS6115D

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SIXTH SCHEDULE

Description of the Amenities in the said Flat

SR. NO.	DESCRIPTION	
A	FLOORING	
1	Living, Dining and Passage	Anti – Skid Vitrified Tiles
2	Guest / Kids Bedroom (as applicable)	
3	Kitchen	
4	Balcony	
5	Bathrooms	
6	Master Bedroom	Laminated Wooden Flooring
B	KITCHEN	
1	Counter-top with Backsplash	Yes : Granite or Quartz or equivalent
C	BATHROOMS / TOILETS	
1	Bathrooms Fixtures and Sanitary Ware	Quality CP Fittings and Sanitaryware
2	Walls	Dado in Glazed Vitrified Tiles (Shower Area – 2.40 mtr and Dry Area – 1.20 mtr)
3	Wash Basin Counter	Yes
D	OTHERS	
1	Windows	SGU
2	Door Frames and Windows	Yes
3	Video Door Phone	Yes
4	Paint	Yes

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For additional fixtures and fittings provided, please refer to Annexure G.



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SEVENTH SCHEDULE
PAYMENT SCHEDULE

Sr. No.	Milestones	Amount (Rs.)
1	On Submission of Request for Reservation (RFR)	9,77,493
2	Within 30 days of RFR or on registration of agreement, whichever is earlier	79,08,804
3	On completion of flooring of the unit	4,93,683
4	On Intimation of possession after receipt of Occupation Certificate	4,93,682
	Agreement Value	98,73,662

* The payments mentioned in the schedule are excluding Applicable Taxes

* The payment milestones/ instalments stated in this schedule are not sequential. The payment/ instalment shall be deemed by the Developer on completion of the respective milestone irrespective of sequence in which they are written.

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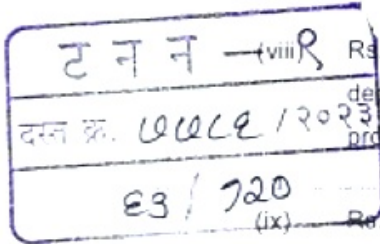


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EIGHTH SCHEDULE

- (i) Rs. 700/- for share money, application entrance fee of the Organization of the Flat Purchasers and Apex Body;
- (ii) Rs. 32,140/- towards estimated Property Tax and other charges/levies in respect of the Organization of the Flat Purchasers and Apex Body for 12 months;
- (iii) Rs. 68,092/- towards estimated building common area maintenance charges of the Organization of the Flat Purchasers ("Building CAM") for 12 months;
- (iv) Proportionate share of estimated apex body common area maintenance charges (Apex Body CAM) (if applicable);
- (v) Rs.1,50,000/- towards corpus fund.
- (vi) Rs 5,000/- for formation and registration of the Organization of the Flat Purchasers and Apex Body;
- (vii) Rs.50,000/- for water, electricity, other utility and services connection charges;



Rs.61,906/- towards proportionate share of charges and deposit for electrical receiving and sub-station provided/to be provided in the layout of the Larger Land;

(ix) Rs.25,000/- towards the Legal Expenses.



Rs.20,000/- towards MGL connection charges.

The promoter shall not be liable to give account for the amounts collected at sr. nos. (v) to (xii) mentioned hereinabove.

Taxes will be applicable to the above-mentioned amounts except sr. nos. (i), (ii), (v). Taxes are subject to changes as per government notification.

¹ Rs. 600 in case Purchaser is individual and Rs. 1,100/- in case the Purchaser is a corporate body and additional Rs. 100/- for each additional purchaser/applicant.

² Amount will be intimated at the time of offer for possession.

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51700005256**

Project: **Vaikunth Cluster 4A** . Plot Bearing / CTS / Survey / Final Plot No. : **100/24-30,100/31A,31B,100/32-33 of Village Balkum, Taluka, District- Thane at Thane (M Corp.), Thane, Thane, 400608.**

1. **Piramal Estate Private Limited** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400013.**
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from 11/08/2017 and ending with 31/07/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 5.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

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ET 920
Signature valid Digitally Signed by Dr. Vasan Premchand Prabhu (Secretary, MahaRERA) Date: 09-09-2021, 15:33:11

Dated: 09/09/2021

Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



11. Permission for cutting of tree, if necessary, shall be obtained from the tree authority. Also the certificate/letter for plantation of trees on the land, if required under the provision of tree act, shall be submitted before occupation certificate.
12. Authority will not supply water for construction.
13. Area/cities where storm water drainage system exists or designed, design and drawings from Service consultant for storm water drainage should be submitted to the concerned department of the authority before Commencement of the work and completion certificate of the consultant in this regard shall be submitted along with the application for occupancy certificate.
14. The owner/developer shall submit the completion certificate from the service consultant for completion of the septic tank or proper connection to the sewerage system of the authority or sewage treatment plant (where ever necessary).
15. Condition mentioned in permission/c.e. TMC/TDD/3705/21 Dt. 28/09/2021 will be binding on developer/owner.
16. Developer/owner shall be binding to propose minimum area for commercial user in the said layout.
17. Developer/owner shall make artificial ventilation provision for proposed ventilation shaft as per National Building Codes.

सविधानी

महानगर मंत्रालयाच्या कार्यालय व कार्यालयीन कामकाज सुरू करणेबाबतची अर्जाबाबतची प्रतिक्रिया देण्याबाबतची सूचना देण्यात येते. अर्जाबाबतची प्रतिक्रिया देण्याबाबतची सूचना देण्यात येते. अर्जाबाबतची प्रतिक्रिया देण्याबाबतची सूचना देण्यात येते.



Yours faithfully,

(Signature)
सुनील पाटील
 Executive Engineer
 Municipal Corporation of
 the city of Thane.

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Ref No DV4265/1-18

Primal Estates Private Limited
4th Floor, Primal Tower Annex
G. K. Marg, Lower Parel
Mumbai 400 013

Kandlimbde, Jh. Anand Landham

TITLE CERTIFICATE

Re: All that piece and parcel of land bearing Old Survey Nos. 81 to 814, 9-1 to 942 except 932 and 938; 1-1 to 1011, 112, 117, 114 Pt., 115/1 Pt., 115/2 Pt., 116 to 119, 11 99/1, 11/99/2, 115/1 to 115/8; 191-6 Pt., 204/13 Pt. and 204/15 Pt.; 205/14 Pt., 205/15 Pt., 205/16 Pt., 205/17 Pt., 205/18 Pt., 205/19 Pt., 205/20 Pt., 205/21 Pt., 205/22 Pt., 205/23 to 205/30, 205/31/1, 205/31/2, 205/32 and 205/33; 206/2 Pt. and 206/3 Pt.; 277-1 to 277/20 except Hissa Numbers 3 and 5 and corresponding New Survey Nos. 311 to 714; 8/1 to 8/42 except 8/72 and 8/74, 9/1 to 9/17, 11/1A, 10/2, 10/4A, 10/3A, 10/5C, 10/6 to 10/9, 10/10A, 11-10B, 10-11 to 10-18; 88-60; 99/1 to 99/15D, 100/14A, 100/15D, 100/16D, 100/17A, and 11-17B, 100/18A, 100/19D, 100/20, 100/24A, 100/24B, 100/25 to 100/30, 100/31A and 100/31B, 100/72 and 100/73; 101/2A, 101/2B and 101/3A; 105/1 to 105/23 except Hissa Numbers 3 and 5 in aggregate admeasuring 22.51 Acres equivalent to (1.31.563) square meters or thereabouts as per the Sanad dated 12th October, 1965 and 33.56 Acres equivalent to 1.25.830 square meters or thereabouts as per the 31/2 Extracts and land bearing Old Survey Nos 932, 277/1 and 277/5 and corresponding New Survey Nos. 8/32, 105/2 and 105/5 in aggregate admeasuring 0.35 Acres or thereabouts also as per the 31/2 Extracts above, lying and being at Village Bhalum, Taluka Thane, District Thane (hereinafter collectively referred to as the "said Property")

Based on: (i) the particulars of papers and documents furnished to us in respect of the said Property; (ii) inspection granted to us on 18th July, 2017, of our office of the original of documents of title in respect of the said Property, as listed in the First Schedule hereunder written; (iii) revenue records; (iv) Online Search Report dated 27th June, 2017 issued by Mr. Jind Dhande Computer Services; and (v) the Declaration dated 3rd July, 2017 made by Mr. Shyam Bhaskar Director of Primal Estates Private Limited, (the said Declaration) we are as under:

1. FLOW OF TITLE

1. It appears that Roche Products Private Limited ("Roche") had applied to the Government of Bombay requesting it to acquire certain lands situate at Village Bhalum, Taluka Thane District Thane under the provisions of the Land Acquisition Act, 1984 (1 of 1984) ("the Act") for the purposes of establishing a factory building. In order to acquire the land, the Government required Roche to enter into an agreement with it under the provisions of Section 41 of the Act.

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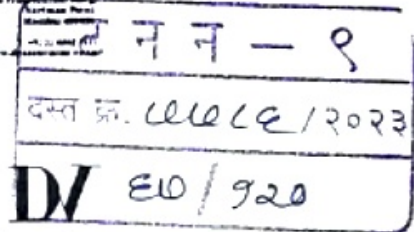
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Sub-Registrar, Thane

100/104 Free Press House, P. No. 100/104

Sub-Registrar, Thane



2. By an Agreement dated 18th May, 1959 made between Roche and the then Governor of Bombay, the Government of Bombay agreed to apply the provisions of the Act to acquire for Roche, land admeasuring 58.13 Acres or thereabouts situate lying, and being at Village Bhalum, Taluka Thane, District Thane and more particularly described in the Schedule hereunder written ("the First Property") subject to the terms and conditions contained therein.

3. It appears that by way of a Government Notification dated 26th May 1959 bearing Reference No. L701548-58854, issued by the Revenue & Farms Department, the Government acquired the First Property and transferred the possession of the same to Roche on 11th July 1959.

4. On perusal of Mutation Entry No. 1414 dated 8th October, 1960 it by an order dated 28 September 1960 and bearing No 900/BP-SR/1503 issued under Order dated 7th September, 1960 bearing No. LND0160/276-4-A issued by the Revenue Department, the reservation of road on the Old Survey No. 9 (New Survey No. 105) Hissa No. 3 and Old Survey No. 27 (New Survey No. 105) Hissa No. 5 ("the Second Property") was deleted and the lands were given to Roche for industrial purposes. The aforesaid mutation entry also records that the Second Property was in possession of Roche since 6th October, 1960.

5. By a Sanad dated 12th October, 1965 ("Sanad") the Collector of Thane on behalf of the Government of Maharashtra granted to Roche, the First Property admeasuring 58.13 Acres or thereabouts and more particularly described in the schedule thereunder written. The said Property constitutes a portion of the First Property and the whole of the Second Property. Certain terms and conditions of the Sanad are as under:

- a) Roche shall not use the said Property for any purpose other than that for which it has been acquired for;
- b) Roche shall undertake the work of construction of the building or buildings required for Roche within one year from the date on which the possession of the land is handed over to Roche and complete the same within three years from the date of possession. Roche shall not use the said Property for any reason or to erect anything which in the opinion of the Government is objectionable;
- c) In case the said Property is not used for the purpose for which it was acquired or is used for any other purposes, or in case Roche commits any breach of any of the conditions mentioned in the Sanad, the said Property together with the buildings, if erected, shall be liable to resumption by the Government in the manner contained therein;
- d) If at any time or times, the whole or any part of the said Property is required by the Government or for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which Roche shall



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accept as final the decision of the Government), Roche on being thereto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes and in consideration of such transfer, the Government shall pay to Roche the sum equal to the amount of compensation awarded under the Land Acquisition Act, 1894 ("the said Act") and paid by Roche in respect of the land so transferred including the percentage awarded under section 21(C) of the said Act together with such amount as shall be estimated by the Executive Engineer, Thane Division, whose decision in the matter shall be final as the cost of development of the land transferred, which shall include the value at the date of the transfer of any structure standing on the land in respect of a building on the land so transferred and part or more of any land reasonably appurtenant to the important structure of the part of the building as on the adjoining lands; and

- e) Roche shall not in any way alienate the said Property or any portion thereof, by way of sale, mortgage, gift, lease or otherwise except with the previous permission in writing of the Government. Roche shall, however, be entitled to mortgage the said Property without such special permission to any Co-operative Society, Scheduled Bank, Statutory Finance Corporation or any other Financing Agency, whether within or outside India which is approved or recognized by the Government for the bona fide purpose of securing payments of loans raised by Roche subject to the condition that in the event of the sale of the said Property after it is mortgaged whether for realization of the mortgage debt or otherwise, however, fresh prior permission of the Government shall be necessary to the mortgagee and while granting such permission it shall be open to the Government to require the payment to the Government of no less than a 20% difference as calculated by the Collector (where necessary) shall be final and binding upon Roche and all parties claiming therefrom between sale proceeds and cost of acquisition paid by Roche to the Government in respect of the said Property.
6. It appears that by a letter dated 21st July 1973, Roche requested the Government for permission to transfer a part of the First Property which was situated at Hoyer (Hansa Limited ("Hayer")).
7. By an Order dated 20th March 1973 issued by the Additional Collector, Thane, the Government reserved an area measuring 24 Acres 8 Annas out of the First Property. It appears that the area of the First Property in the aforesaid Order dated 20th March, 1973 has been erroneously recorded as 54 Acres and 15 Annas instead of 58.15 Acres, being the area given under the schedule to the Sanad. For the purpose of this Title Certificate we have considered the area of the First Property as 58.15 Acres as given under the schedule to the Sanad.
8. We further note from the Order dated 20th March, 1973 that the Old Survey No.193 (New Survey No.88) Hissa No.6 comprising 11.46 Annas, 12 Annas was reserved by the

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Government. However, we note that separate 7/12 extracts have been issued of Old Survey No.193 (New Survey No.88) bearing Hissa No. 6A measuring 3.6 Acres reflecting the name of Hoyer as holder and Old Survey No.193 (New Survey No.88) 6B measuring 5.8 Acres reflecting presently the name of Pramal Estate Private Limited ("PEPL"), being the successor in title of the erstwhile Roche as a holder. It appears that only an area of 5.6 Acres was reserved by the Government and thereafter handed over to Hoyer under the Order dated 20th March, 1973 and an area of 5.8 Acres out of Old Survey No.193 (New Survey No.88) Hissa No.6 continued to remain with Roche. By and under the said Declaration, PEPL has confirmed that an area measuring 5.8 Acres of the Old Survey No.193 (New Survey No.88) Hissa No.6 is included in the area held by Roche and forms part of the First Property.

In the circumstances, it appears that Roche continued to hold the balance land which included the said Property after resumption of the 24 Acres 8 Annas referred hereinabove less the area of 5.8 Acres of the Old Survey No.193 (New Survey No.88) Hissa No.6, which continued to be held by Roche.

By a Fresh Certificate of Incorporation dated 24th of June, 1995, the name of Roche Products Private Limited was changed to Piramal Healthcare Limited ("PHCL").

By an Order dated 14th August 1997, the Hon'ble High Court of Judicature at Bombay sanctioned the Scheme of Arrangement between Nicholas Piramal (India) Limited ("NPIL") and PHCL, under sections 391 to 394 of the Companies Act 1956, whereby the entire pharmaceutical division of PHCL, along with its assets was transferred to and merged with NPIL. The said Property including the structure standing thereon did not form a part of the assets that were merged with NPIL, but were retained by PHCL. We have seen copy of the Order in relation to Company Petition No 238 of 1997 sanctioning the said Scheme of Arrangement.

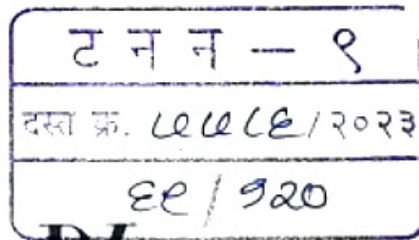
12. By a Fresh Certificate of Incorporation dated 28th of August 1997, the name of Piramal Healthcare Limited was changed to Piramal Holdings Limited ("PHL").
13. By an Order dated 5th May 2005 passed in Company Petition No.131 of 2005, the High Court of Judicature of Bombay sanctioned the Scheme of Arrangement between PHL and Alplex International Limited ("Alplex"), under sections 391 to 394 of the Companies Act, 1956 and the said Property thereby stood transferred to and vested in Alplex from 1st of January 2005.
14. By an unregistered Development Agreement dated 28th May 2008, made between Alplex International Limited therein referred to as the Owner of the First Part and V3 Designs Private Limited therein referred to as the Developer of the Second Part, Alplex granted development rights in respect of the said Property in favour of V3 Designs Private Limited (now an LLP) and for the consideration and on the terms and conditions contained therein.

15. By a Deed of Confirmation dated 12th October 2009, made between Apex International Limited therein referred to as the Owner of the First Part and V3 Design Private Limited therein referred to as the Developer of the Second Part and registered with the office of the Sub-Registrar of Assurances under Serial No 10596 of 2009, the validity and submission of the aforesaid Development Agreement dated 28th May 2008 was confirmed.
16. By a Fresh Certificate of Incorporation dated 26th October 2010 the name of Apex International Limited was changed to Piramal Realty Limited.
17. By a Deed of Limited Liability Partnership dated 1st March 2011, the shareholders of V3 Design Private Limited recorded their intention to convert V3 Design Private Limited into a Limited Liability Partnership. By a Certificate of Registration of Conversion of V3 Design Private Limited to V3 Design LLP dated 28th March 2011, V3 Design LLP was registered as a Limited Liability Partnership ("LLP").
18. By a Fresh Certificate of Incorporation dated 4th March 2011, the name of Piramal Realty Limited was changed to Piramal Realty Private Limited.
19. By a Fresh Certificate of Incorporation dated 1st of August, 2011, the name of Piramal Realty Private Limited was changed to Piramal Estates Private Limited ("PEPL").
20. By and under a Deed of Cancellation dated 25th July, 2014 executed between Piramal Estates Private Limited of One Part and V3 Design LLP, of the Other Part and registered with the office of the Sub Registrar of Assurances, Thane under Serial No 9406 of 2014, the Development Agreement dated 28th May 2008 and the Deed of Confirmation dated 12th October, 2009 was cancelled.

II. REVENUE RECORDS

21. We have been furnished with copies of the 7/12 extracts issued on 29th September, 2014, in respect of the said Property and note that:
 - a) The name of PEPL is reflected in the holder's column.
 - b) The tenure is reflected as Occupant Class II.
 - c) The copy of 7/12 Extract issued on 29th September, 2014 in respect of New Survey No. 99130 reflects the same as 'new tenure'; and
 - d) Save and except in respect of New Survey Nos. 7, 1, 72, 102A, 10100, 88-60, 101/20, 105-1, 105/2, 105-4, 105/6 to 9, 105/19 and 105/20, the other rights column of the photostats of 7/12 extracts in respect of the said Property reflects a 'vakuf' tenur.

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22. We have not been furnished with a complete set of Mutation Entries in respect of the said Property. By and under the said Declaration PEPL has inter-alia confirmed that it is in the process of procuring the same.

III. SEARCHES IN THE OFFICE OF THE SUB-REGISTRAR OF ASSURANCES

23. We have been furnished with a copy of the Search Report dated 6th April, 2015 issued by Advocate Sanjay Sarda, in respect of the searches conducted in the office of Sub-Registrar of Assurances for the period from 1985 to 2014 and observe that a notice of Lien dated 31st July, 2006 has been recorded in favour of one Mahabhar Dharma Patil in respect of open land measuring 7.714 square meters situate at Village Balkun, Thane. However, by and under the said Declaration PEPL has inter-alia confirmed that the said open land measuring 7.714 square meters does not form part of the said Property. We have caused further searches to be conducted in the office of Sub-Registrar of Assurances for the period 2014 to 2015 and have been furnished with a Search Report dated 5th January, 2016 issued by E.S. Gaikar, Search Clerk and observe that there are certain documents referred to therein. However, by the said Declaration, PEPL has confirmed that (i) the documents reflected in the aforesaid Search Report dated 5th January, 2016 do not adversely affect the title of PEPL to the said Property; and (ii) no documents have been executed post 2015 which adversely affects the title of PEPL to the said Property.

IV. SEARCHES ON THE ONLINE PORTAL OF THE MINISTRY OF CORPORATE AFFAIRS

24. We have caused searches to be conducted on the online portal of the Ministry of Corporate Affairs in respect of the charges created by PEPL and have been furnished with a copy of the Online Search Report dated 19th July, 2017 issued by Ms. Jinal Dawda, Company Secretary. On perusal thereof, we note that no mortgage has been created on the said Property or any part thereof.

V. MISCELLANEOUS

25. We have been furnished with a copy of an Order dated 20th June, 2015 bearing reference no. Revenue/C-1/T-1/Transfer permission/SR-02/2015 issued by the Collector, Thane, wherein permission was granted for residential/commercial use of the said Property on the terms and conditions mentioned therein. We recommend that a technical diligence be conducted to ascertain that all terms and conditions under the aforesaid Order dated 20th June, 2015 have been complied with and the amounts mentioned therein have been paid.
26. We have not issued any Public Notice inviting claims in respect of the said Property.
27. We have not conducted negative search in High Court in respect of PEPL to ascertain whether winding up petitions have been filed and/or whether there are any other pending litigation/proceedings, in respect of the said Property and/or any part thereof. However, by

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and under the said Declaration PEPL has over-also confirmed that there are no litigations affecting the said Property or any part thereof.

- 28. By and under the said Declaration, PEPL has confirmed that the original of the following documents of title are in possession of PEPL.
- 29. By and under the said Declaration, PEPL has confirmed that:
 - a) PEPL is in possession of the said Property;
 - b) There are no mortgages charges in respect of the said Property or any part thereof, and
 - c) There is sufficient road access to the said Property from a public road.
- 30. For the purposes of this Title Certificate, we have made certain assumptions which are set out in the Second Schedule hereunder written.

CONCLUSION

Subject to the aforesaid in our view, Prantal Estate Private Limited has clear and marketable title to the said Property in terms of the Sanad dated 12th October, 1965 and the order dated 28th September, 1968 and bearing no 914/LBP/58/1507 issued under the order dated 28th September, 1968 bearing No. LNO/2180/264-A issued by the Revenue Department.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO
(List of original documents of title in respect of the said Property as per clause b)

- 1. Agreement dated 18th May, 1959 executed by and between Roche Products Private Limited and the then Government of Bombay; and
- 2. Sanad dated 12th October, 1965 issued by the Government of Bombay to M/s Roche Products.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO
(Assumptions)

- 3. This Title Certificate is issued by Prantal Estates Private Limited ("PEPL") for the limited purpose of expressing our opinion on the matters mentioned herein and is issued under the instructions of PEPL and is valid only for the period and use of PEPL as when it is issued.
- 4. This Title Certificate is based only on the documents given to us alongwith the documents and statements submitted, furnished and produced before us from time to time during the course of our due diligence.

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In conducting our due diligence exercise, we have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us and the conformity with the originals of all documents supplied as copies. In addition, we have examined and have not verified the accuracy as to factual matters of each document we have reviewed.

This Title Certificate is confined and limited to the state of affairs as on the date hereof. We are not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.

We are unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether the agents acting for such parties had the powers of attorney to do so (where the documents have been executed as attorneys).

This Title Certificate is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This Title Certificate is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts herein contained only as on the date hereof.

We express no opinion as to the consequence or application of any law existing and applicable after such date, and expressly decline any continuing obligation to advise after the date of this Title Certificate of any changes in the language or any changes of circumstances of which we may become aware that may affect our observations contained herein.

- 10. As regards any statements and/or information specified in this Title Certificate we have relied on the representations, declaration and confirmation made by Mr. Shiju Bhaskar, Director of PEPL, under the said Declaration dated 24th July, 2017 and have not independently verified the same.
- 11. As regards the litigation matters, we have not, independently verified the said information and have relied on the information provided to us by PEPL in this regard. Further, we have not carried out any independent searches in any of the Court offices regarding the pendency of any litigation.
- 12. We have relied solely on the registered documents of title furnished to us in cases where there is any inconsistency between the search reports and other unregistered documents furnished to us from time to time during the course of our due diligence exercise.
- 13. We assume that technical diligence in respect of the said Property as regards the requisite building permissions, compliance of all the terms and conditions of the orders passed in respect of the Property are valid, but not limited to the T.L.C, physical surveys, encroachments,

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development permissions, etc. have been duly completed and that the said Property is being developed in accordance with approvals and sanctions issued by the governmental authorities.

14. We have not opined on the structures and/or any buildings standing on the said Property and we recommend that a separate technical diligence be conducted for the same.
15. We expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this Title Certificate.

Dated the 24th day of July, 2017

Yours faithfully,


Dheval Vyasraj & Associates
Advocates & Solicitors

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