

CHITNIS VAITHY & CO. (Regd.)
ADVOCATES & SOLICITORS

S. D. CHITNIS

B.A., LL.M., Solicitor

V. N. BODKE

B. Com., LL.B.

M. U. HIRASKAR

B.Com., LL.B.

RESHMA CHITNIS POTDAR

B.L.S., LL.M., Solicitor

410/11, GUNDECHA CHAMBERS,
NAGINDAS MASTER ROAD, FORT,
MUMBAI - 400 003.

Telephone : 2267 0014/15, 4090 2700

Fax : 4090 2727

E-mail : chitnisvaithy@yahoo.com

chitnisvaithy@gmail.com

OUR REF. :

DATE :

SDC/RSC/579/2018

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that as per the instructions of our client **HAAAS CORPORATION PVT. LTD.** a Company registered and incorporated under the provisions of Companies Act, 1956 and having its Registered office at 416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai, 400 705, we have investigated the title of our said client to the properties described in the First and Second Schedules hereunder written and we have to state on their title to the said properties as follows :-

1. We have taken our independent search for last over 40 years in the offices of the Sub-Registrar of Assurances at Karjat, Alibag, Local Municipal Council Karjat, Gram Panchayat Karjat. We have also perused the relevant 7/12 extracts, mutation entries and other revenue record showing the title of the Owners to the said properties described in the



Schedules hereunder written. We have also perused the relevant records maintained with the Ld. Deputy Chief Executive Officer, Zilla Parishad, Alibaug Raigad and the offices of the Town Planning Department as also with the offices of Local Municipal Council and Panchayat. We have also perused the originals of title deeds and other documents relating to the said properties.

2. We issued public notices in Indian Express dated 20th September, 2017, and the Marathi translation thereof in Maharashtra Times dated 21st September, 2017, and the Gujarati translation thereof in Mumbai Samachar dated 20th September, 2017 and invited claims and/or objections from the persons having and/or claiming any share, right, title and interest in the properties described in the Schedules thereunder and hereunder written. We however did not receive any claim and/or objection thereto in respect of the said properties described in the First and Second Schedules hereunder written.

3. Based on the search taken by us and on the perusal of the documents as mentioned above, we have to state on the title of our client in respect of



the said properties described in the First and Second Schedules hereunder written as follows :-

(a) By a Registered Deed of Conveyance dated 13th January, 2015 made and executed by and between (1) Mr. Mahesh Narsibhai Patel, (2) Mr. Rajnikant Kantilal Patel, (3) Mr. Ashwin Tulsibhai Patel, (4) Mr. Narendra Manibhai Patel and (5) Mr. Pankaj Manibhai Patel being the Vendors therein referred to of the First Part and M/s K.K. Realtors being the Purchasers therein referred to of the Other Part, the said M/s K.K. Realtors purchased the properties bearing Survey No.49, Hissa No.2, and more particularly described in the First Schedule hereunder written for the consideration and upon the terms and conditions as enumerated in the said Registered Deed of Conveyance dated 13th January, 2015.

(b) The said Deed of Conveyance dated 13th January, 2015 was duly registered with the Sub-Registrar of Assurances at Karjat under Serial No. Karjat-2/121/2015.

(c) By a Registered Deed of Conveyance dated 13th January, 2015 made and executed by and between (1) Mr. Mahesh Narsibhai Patel, (2) Mr.

Rajnikant Kantilal Patel, (3) Mr. Ashwin Tulsibhai Patel, (4) Mr. Narendra Manibhai Patel and (5) Mr. Pankaj Manibhai Patel being the Vendors therein referred to of the First Part and M/s K.K. Realtors being the Purchasers therein referred to of the Other Part, the said M/s K.K. Realtors purchased the properties bearing Survey No.57, Hissa No.0 and Survey No.59, Hissa No.0 and more particularly described in the First Schedule hereunder written and properties bearing Survey No.56, Hissa No.3, Survey No.58, Hissa No.1 and Survey No.63, Hissa No.2A and more particularly described in the Second Schedule hereunder written, for the consideration and upon the terms and conditions as enumerated in the said Registered Deed of Conveyance dated 13th January, 2015.

(d) The said Deed of Conveyance dated 13th January, 2015 was duly registered with the Sub-Registrar of Assurances at Karjat under Serial No. Karjat-2/122/2015.

(e) By a Registered Deed of Conveyance dated 24th December, 2014 made and executed by and between one Mr. Mohd. Ali Dawood Solanki therein referred to of the First Part and M/s K.K. Realtors being the



Purchasers therein referred to of the Other Part, the said M/s K.K. Realtors purchased the properties bearing Survey No.61, Hissa No.2 and Survey No.61, Hissa No.3 and more particularly described in the First Schedule hereunder written and properties bearing Survey No.55, Hissa No.2, and more particularly described in the Second Schedule hereunder written, for the consideration and upon the terms and conditions as enumerated in the said Registered Deed of Conveyance dated 24th December, 2014.

- (f) The said Deed of Conveyance dated 24th December, 2014 was duly registered with the Sub-Registrar of Assurances at Karjat under Serial No.Karjat-2/50/2015.
- (g) Under the said circumstances the aforesaid properties described in the First and Second Schedules hereunder written absolutely belonged to M/s K.K. Realtors, a partnership firm registered under the provisions of Indian Partnership Act, 1932, having their office at Bhoomi Harmony, Flat No.82, Sector-18, Kamothe, Navi Mumbai – 410209.
- (h) Pursuant to a mutual understanding recorded and confirmed under a Memorandum of Understanding dated 28TH May, 2015 executed by and



between the M/s. K.K. Realtors and one K.K. Lifespaces Pvt. Ltd., it was agreed and decided by and between the said M/s. K.K. Realtors and K.K. Lifespaces Pvt. Ltd., that despite the fact that the properties described in the First and Second Schedules hereunder written have been purchased in the name of M/s. K.K. Realtors, it would be advisable that ultimately the aforesaid properties are developed by K.K. Lifespaces Pvt. Ltd., a private limited company incorporated under the provisions of Companies Act, 1956, and that K.K. Lifespaces Pvt. Ltd. would take the initiative of developing the said properties, as the individuals behind M/s. K.K. Realtors and K.K. Lifespaces Pvt. Ltd. are one and the same persons. It has been further agreed and confirmed by and between the parties hereto that in case of sale transfer and conveyance of the said properties purchased by M/s. K.K. Realtors and to be developed by K.K. Lifespaces Pvt. Ltd., the consideration amount receivable shall be received only in the name of K.K. Lifespaces Pvt. Ltd. and that the said Agreement and/or Deed of Conveyance shall be duly confirmed by M/s. K.K. Realtors.

§

(i) As a result of the said understanding, upon making requisite applications to the Ld. Tahsildar and after following the prescribed procedure, the Ld. Tahsildar passed necessary orders for mutating the name of K.K. Lifespaces Pvt. Ltd. on all 7/12 extracts and other revenue records relating to the properties described in the First and Second Schedules hereunder written. Similarly after following the requisite procedure, the permission for the Non-Agricultural use of the said properties described in the First Schedule hereunder written was also obtained in the name of K.K. Lifespaces Pvt. Ltd. Subsequently, requisite applications were made to the Asst. Director Town Planning, Alibaug for reissuing the said building permission in the name of K.K. Lifespaces Pvt. Ltd. Accordingly, the Ld. Deputy Chief Executive Officer, Zilla Parishad, Alibaug Raigad, was pleased to issue to K.K. Lifespaces Pvt. Ltd., the building permission dated 14th October, 2015 to commence construction on the said properties.

(j) Inter alia, By a Registered Deed of Mortgage and Hypothecation Agreement dated 18th January, 2016, executed between K.K. Lifespaces Pvt. Ltd., therein referred to as the Mortgagor and Raigad District



Central Co-op. Bank Ltd., therein referred to as the Mortgagee Bank, the Mortgagor, K.K. Lifespaces Pvt. Ltd. had obtained from Raigad District Central Co-op. Bank Ltd. a secured loan for the amount of Rs.12,00,00,000/- (Rupees Twelve Crore Rupees Only) by providing the security of the properties more specifically described in the Schedule hereunder written.

(k) Subsequently, K.K. Lifespaces Pvt. Ltd. agreed to sell, transfer and convey to HAAAS Corporation Pvt. Ltd., and HAAAS Corporation Pvt. Ltd. agreed to purchase the said properties described in the Schedules hereunder written alongwith with the encumbrance of the mortgage charge of Raigad District Central Co-op. Bank Ltd. created on the said properties and have accepted the liability of repaying the said term loan of Rs.12,00,00,000/- (Rupees Twelve Crores Rupees Only) to Raigad District Central Co-op. Bank Ltd. in accordance with the terms and conditions of the said Registered Deed of Mortgage and Hypothecation Agreement dated 18th January, 2016.

(l) Upon making the requisite application to the Raigad District Central Co-op. Bank Ltd., the Raigad District Central Co-op. Bank Ltd. has



granted to K.K.Lifespaces Pvt.Ltd. a No Objection Certificate dated 11th December, 2017, and has thereby granted its consent for the sale of secured/charged properties more particularly described in the Schedules hereunder written to HAAAS Corporation Pvt. Ltd. after obtaining Notarized Guarantee and Indemnity Bonds, Security Bonds, etc. from HAAAS Corporation Pvt. Ltd. confirming the repayment of the entire outstanding loan as on the date of the NOC and interest accrued thereon from the date of Conveyance executed by and between K.K.Lifespaces Pvt.Ltd. and HAAAS Corporation Pvt. Ltd.

- (m) At the request of HAAAS Corporation Pvt. Ltd., K.K. Lifespaces Pvt. Ltd. agreed to execute and register a Registered Deed of Conveyance in favour of HAAAS Corporation Pvt. Ltd and to be confirmed by M/s K.K. Realtors. Accordingly, by a Registered Deed of Conveyance dated 13th December, 2017 made and executed by and between K.K. Lifespaces Pvt. Ltd. being the Vendors therein referred to of the First Part, M/s K.K. Realtors being the Confirming Party therein referred to of the Second Part and HAAAS Corporation Pvt. Ltd. being the Purchasers therein referred to of the Third Part, the said K.K.



Lifespaces Pvt. Ltd. sold transferred and conveyed and the said HAAAS Corporation Pvt. Ltd. purchased the properties described in the First and Second Schedules hereunder written, for the consideration and upon the terms and conditions as enumerated in the said Registered Deed of Conveyance dated 13th December, 2017 and the same was duly confirmed by M/s K.K. Realtors.

(n) The said Deed of Conveyance dated 13th December, 2017 was duly registered with the Sub-Registrar of Assurances at Karjat under Serial No. KJR-2/5114/2017 dated 14th December, 2017.

(o) Pursuant to the said Deed of Conveyance dated 13th December, 2017, HAAAS Corporation Pvt. Ltd. is absolutely entitled to the said properties described in the First and Second Schedules hereunder written. HAAAS Corporation Pvt. Ltd. have the requisite building permissions and plans for the development of the properties described in the First Schedule hereunder written which have been sanctioned from the Ld. Deputy Chief Executive Officer, Zilla Parishad, Alibaug Raigad, under their building permission dated 14th October, 2015 to



carry on construction on the said properties described in the First Schedule hereunder written.

(p) Upon the execution and registration of the said Deed of Conveyance dated 13th December, 2017 our client is in the process of getting the name of our client mutated in the relevant revenue records and administrative records, and all other records maintained with the Talathi, the Ld. Deputy Chief Executive Officer, Zilla Parishad, Alibaug Raigad and all such other officers.

(q) Apart from the charge of Rs.12,00,00,000/- (Rupees Twelve Crores Rupees Only) of Raigad District Central Co-op. Bank Ltd., there are no other charges and encumbrances on the properties more particularly described in the Schedules hereunder written.

4. In the circumstances aforesaid we certify that the title of our client to the said properties described in the First and Second Schedule hereunder written is absolutely clear and marketable and free from all reasonable doubts and HAAAS Corporation Pvt. Ltd. has become entitled to commence, continue and complete the construction work of the building/s on the said properties described in the First Schedule

hereunder written and to sell, transfer and dispose of the Residential flats, Commercial Shops and other Units in the development of the said properties, to the prospective buyers thereof for such consideration and upon such terms and conditions as may be agreed to by and between our client and the prospective buyers thereof.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land situate, lying and being at Village Mamdapur, Taluka Karjat in the Registration District and Sub-District of Karjat, District Raigad, Maharashtra State, bearing the following particulars:-

Sr. No.	Village	Taluka	Survey/ Gat No.	Hissa No.	Area (H. Ar)	Area (Sq.mtrs)
1	Mamdapur	Karjat	49	2	0.11.9	1190
2	Mamdapur	Karjat	57	0	0.55.0	5500
3	Mamdapur	Karjat	59	0	0.58.0	5800
4	Mamdapur	Karjat	61	2	0.43.5	4350
5	Mamdapur	Karjat	61	3	0.12.4	1240
Total						18080

\$

SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land situated, lying and being at Village Mamdapur, Taluka Karjat in the Registration District and Sub-District of Karjat District Raigad, Maharashtra State, bearing the following details :

Sr. No.	Village	Taluka	Survey/ Gat No.	Hissa No.	Area (H. Ar)	Area (Sq.mtrs)
1	Mamdapur	Karjat	55	2	0.12.0	1200
2	Mamdapur	Karjat	56	3	0.56.0	5600
3	Mamdapur	Karjat	58	1	0.02.0	200
4	Mamdapur	Karjat	63	2A	0.57.4	5740
Total						12740
Total Area 18080+12740=30820(Sq.Mtrs.)						

Dated this 5th day of January, 2018.

For M/s. Chitnis Vaithy & Co.,



Reshma Chitnis Potdar
Partner

Advocates & Solicitors
For HAAAS Corporation Pvt.Ltd..