

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date :

B/4957/TC03/46/S/2012

TITLE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

1. Municipal Corporation for Greater Mumbai is the owner of the property bearing C.S. No.1/431 of Parel – Sewree Division and more particularly described Firstly in the schedule hereunder written.
2. The Municipal Corporation of Greater Mumbai have purchased the said Property together with other properties from Vasudev Dabholkar and others by a Deed of Conveyance dated 25th July, 1957 which is duly registered with the office of the Sub-Registrar of Assurances at Mumbai, bearing Registration No. BOM/8055/1957. We found out about said Conveyance from the searches that we cause to be taken in the Sub-Registrar's offices at Mumbai. We have not seen the original Deed of Conveyance. We have seen the certified copy of the same.
3. "The Tata Power Company Limited" is the owner of the property more particularly described Secondly in the Schedule hereunder written. The said TATA Power has issued NOC in favour of M/s. Omkar Realtors and Developers Pvt.Ltd. herein after referred to as "the said Omkar" with respect to the said property described Secondly in the Schedule hereunder written. We have not seen any Title Deeds in favour of "The Tata Power Company Limited".
4. The Property described in the Schedule will be hereinafter referred to as "the said LOI property".
5. Some part of "the said LOI Property" is a censused slum and other part is declared as slum.
6. The Slum Rehabilitation Authority has issued its Letter of Intent dated 3rd June, 2006 for the development of the said Property to our clients, then known as Messrs.

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Omkar Enterprises and now re-constituted as Messrs. Omkar Realtors & Developers Pvt. Ltd. Thereafter the said LOI is revised from time to time till 26th October, 2010.

7. The said Omkar has informed us that the said Property is close to the protected area known as Monolithic Bas Relief Depicting Shiva at Parel Village for which Permission for construction on the said Property has to be obtained from the Archeological Survey of India. On the application of Khaprdeo CHS Ltd dated 6th August 2008 the Archeological Society of India has granted its license dated 20th March 2009 to carry out construction on the said Property as indicated on the plan attached to its permission on the terms & conditions and period stated therein.

8. From time to time we have caused searches to be taken of the said property in relevant Sub Registry. Search clerk has informed that some of the records of Sub-Registrar are torn or partly torn.

9. We have issued public notices inviting claims from the Public in Free Press Journal (English Edition) of 15th November, 2011 and Nav Shakti (Marathi Edition) also of 15th November, 2011. We have not received any claims, demands or Objection.

10. Shri Gaurav Vishnu Gupta, Director of the said Omkar .., has made and executed Declaration Cum Indemnity dated 27th February, 2012, 2012.

11. M/s. Omkar Realtors and Developers Pvt. Ltd. and one M/s. Omkar Spaces Private Limited by following four mortgages have mortgaged to Future Capital Holding Limited (Mortgagee) creating by way of First Ranking Mortgage over all and singular, the said Omkar's right, title and interest among others in the said property together with all the buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter during the continuance of the security created by the said four mortgages constructed and erected and standing or attached to the said property and all furniture, fittings and all rights to use common areas and facilities and incidental attached thereto together



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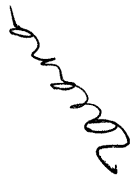
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with all trees, fences, hedges, ditches, ways, sewers, drains, liberties, privileges, easement and appurtenances whatsoever to the said lands hereditaments or said premises or any part thereof whereby presently in existence or in the future belonging to or in any way appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto AND all estates, rights, title, interest, properties, claims and demands whatsoever of the said Omkar in, to and upon the same whether presently in existence or constructed or acquired hereafter. Further the said Omkar has granted an absolute charge unto the said mortgagee by way of First Ranking over all and Singular any amounts owing to or received by or receivable by in each case from time to time by the said Omkar whether now or at any time during the continuation of the said mortgages in addition among others the said property which will include project receivable pertaining to among other the said property and all rights, title, interest, benefit, claim and demand whatsoever of the said Omkar in, to or in respect of the said amounts as well as all right, title and interest of the said Omkar in, to or in respect of any Bank Accounts including relevant Escrow Account where the said receivables are held and the said Omkar further create charge in favour of the said Mortgagee by way of First Ranking Mortgage over all and singular the said Omkar's tangible and intangible assets (both present and future) and other Movables. The said four mortgages are

(a) Indenture of Mortgage—Cum-Charge dated 19th March 2011 duly registered with the Sub-Registrar of Assurances of Mumbai under Sr. No. BBE/2/02171/2011 by and between the Omkar Realtors and Developers Pvt.Ltd., Omkar Spaces Pvt.Ltd. and Future Capital Holdings Ltd. for securing repayment of Mortgage Debt to the tune of Rs.108,00,00,000/- (Rupees One Hundred and Eight Crores Only).

(b) Indenture of Mortgage—Cum-Charge dated 19th March 2011 duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BBE/2/02172/2011 made



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between the Omkar Realtors and Developers Pvt.Ltd. and Omkar Spaces Pvt.Ltd. and Future Capital Holdings Ltd., the said Omkar has mortgaged the said property for securing repayment of Mortgage Debt to the tune of Rs.42,00,00,000/- (Rupees Forty Two Crores Only).

(c) Indentures of Mortgage dated 14/12/2011 executed and registered under Sr. No .BBE-2/8754 of 2011 with Sub Registrar of Assurances of Mumbai by and between Omkar Realtors & Developers Pvt. Ltd. as Mortgagor No.1, ,Omkar Spaces Pvt. Ltd. as Mortgagor No.2 and Future Capital Holding Ltd. as Mortgagee for securing repayment of Mortgage Debt to the tune of Rs.20,00,00,000/- (Rupees Twenty Crores Only).

(d). Indentures of Mortgage dated 14/12/2011 executed and registered under Sr. No.BBE-2/8755 of 2011 with Sub Registrar of Assurances of Mumbai by and between Omkar Realtors & Developers Pvt. Ltd. as Mortgagor No.1 , Omkar Spaces Pvt. Ltd. as Mortgagor No.2 and Future Capital Holding Ltd. as Mortgagee for securing repayment of Mortgage Debt to the tune of Rs.40,00,00,000/- (Rupees Forty Crores Only).

12. Except the said four Mortgages there are no other Mortgages, charges or encumbrances on the said property. The possession of the mortgaged property shall always remain with the Mortgagor (the said Omkar) unless and until the event of default occurs and then the possession or assignment will be given to the Mortgagee.

13. Subject to aforesaid and Subject to pending Lease to be executed with "The Tata Power Company Limited", Mortgages, and subject to no adverse document being found to be registered during the period when the records are turned or not



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available for search, we certify that the Title of (1) The Municipal Corporation of Greater Mumbai to the property more particularly described Firstly in the schedule and (2) "The Tata Power Company Limited" to the property more particularly described Secondly in the Schedule hereunder written is clear, marketable and free from encumbrances.

14. The Slum Rehabilitation Authority has issued its Letter of Intent dated 3rd June, 2006 for the development of the said Property to our clients, then known as Messrs. Omkar Enterprises and now re-constituted as Messrs. Omkar Realtors & Developers Pvt. Ltd .Thereafter the said LOI is revised from time to time till 26th October,2010.

SCHEDULE OF THE PROPERTY

FIRSTLY ("MCGM Property")

The plot of land bearing Cadastral Survey No.1/431 lying and being at Parel Tank Road, Parel, Mumbai – 400 012 in Parel – Sewri Division of F/South Ward of Mumbai Municipal Corporation in the District of Mumbai admeasuring 8601.31 sq.mtrs. or thereabout.

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SECONDLY ("The Tata Power Company Limited Property")

ALL THOSE pieces or parcels of land or ground with structures standing thereon
Plot bearing C.S.No.432(pt) of Parel Sewri Division within the Registration Sub
District and District of Mumbai City and Mumbai Suburban admeasuring 2866.898
Sq. mts or thereabouts.

Mumbai, dated this 3rd day of March, 2012

For. M/s. Law Firm Of Khonas


Partner.

45, M.P. Shetty Marg,

Fort, Mumbai – 400 001

B/4957/TC/03