

# CECIL SAM PHILIP

ADVOCATE, HIGH COURT, BOMBAY

Flat No. 803, Pushkaraj Co-op Housing Society, Near Swapna Lok Towers, Pimpripada,  
Malad (East), Mumbai - 400 097.

Email Id : cecil.philip87@gmail.com

Mobile No. : 09930314783.

## FORMAT - A

(Circular No:- 28/2021)

To,

**MahaRERA**

Housefin Bhavan,

Plot No. C-21, E-Block,

Bandra Kurla Complex, Bandra (East),

Mumbai - 400 051

## LEGAL TITLE REPORT

**Sub:-** Title clearance certificate with respect to (i) Survey No. 118 Hissa No. 7 (pt.) admeasuring 207.30 sq.mtrs (ii) Survey No. 118 Hissa No. 8 (pt.) admeasuring 354.25 sq.mtrs. (iii) Survey No. 125 Hissa No. 1 (pt.) admeasuring 214.18 sq.mtrs. (iv) Survey No. 125 Hissa No. 2 (pt.) admeasuring 669.56 sq.mtrs. (v) Survey No. 125 Hissa No. 3 admeasuring 280 sq.mtrs. (vi) Survey No. 125 Hissa No. 4 admeasuring 1,310 sq.mtrs. (vii) Survey No. 125 Hissa No. 5A admeasuring 20 sq.mtrs (viii) Survey No. 125 Hissa No. 6/3 admeasuring 328 sq.mtrs. (ix) Survey No. 125 Hissa No. 7/2 admeasuring 730 sq.mtrs. (x) Survey No. 126 Hissa No. 1 (pt.) admeasuring 551.41 sq.mtrs. (xi) Survey No. 126 Hissa No. 2 (pt.) admeasuring 148.97 sq.mtrs. (xii) Survey No. 126 Hissa No. 3 admeasuring 1290 sq.mtrs. (xiii) Survey No. 126 Hissa No. 4 admeasuring 730 sq.mtrs. (xiv) Survey No. 126 Hissa No. 5 (pt.) admeasuring 872.11 sq.mtrs. (xv) Survey No. 126 Hissa No. 6 admeasuring 300 sq.mtrs. (xvi) Survey No. 127 Hissa No. 1 (pt.) admeasuring 31.37 sq.mtrs. (xvii) Survey No. 127 Hissa No. 3 (pt.) admeasuring 303.46 sq.mtrs. (xviii) Survey No. 134 Hissa No. 1 (pt.) admeasuring 220 sq.mtrs. (xix) Survey No. 118 Hissa No. 4 (pt.) admeasuring 1.34 sq.mtrs. (xx) Survey No. 134 Hissa No. 2 (pt.) admeasuring 531.97 sq.mtrs. (xxi) Survey No. 134 Hissa No. 3 (pt.) admeasuring 448.18 sq.mtrs. (xxii) Survey No. 134 Hissa No.



4 (pt.) admeasuring 233.34 sq.mtrs. (xxiii) Survey No. 134 Hissa No. 5A (pt.) admeasuring 59.15 sq.mtrs. (xxiv) Survey No. 134 Hissa No. 8/2 admeasuring 115 sq.mtrs. (xxv) Survey No. 135 Hissa No. 3 (pt.) admeasuring 88.95 sq.mtrs., all situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration and Sub-District Thane and within the limits of Mira Bhayander Municipal Corporation ("MBMC") (hereinafter referred to as the "said Lands")

I have investigated the Title of the said Lands on the request of my Client JP Infra Realty Pvt. Ltd. (Formerly known as Skylark Realtors Pvt. Ltd.) having its registered office address at 4<sup>th</sup> Floor, Viraj Towers, Near Western Express Highway Metro Station, Western Express Highway, Andheri (East), Mumbai – 400 093 and the following documents: -

**1) Description of the said Lands**

- (i) Survey No. 118 Hissa No. 7 (pt.) admeasuring 207.30 sq.mtrs
- (ii) Survey No. 118 Hissa No. 8 (pt.) admeasuring 354.25 sq.mtrs.
- (iii) Survey No. 125 Hissa No. 1 (pt.) admeasuring 214.18 sq.mtrs.
- (iv) Survey No. 125 Hissa No. 2 (pt.) admeasuring 669.56 sq.mtrs.
- (v) Survey No. 125 Hissa No. 3 admeasuring 280 sq.mtrs.
- (vi) Survey No. 125 Hissa No. 4 admeasuring 1,310 sq.mtrs.
- (vii) Survey No. 125 Hissa No. 5A admeasuring 20 sq.mtrs
- (viii) Survey No. 125 Hissa No. 6/3 admeasuring 328 sq.mtrs.
- (ix) Survey No. 125 Hissa No. 7/2 admeasuring 730 sq.mtrs.
- (x) Survey No. 126 Hissa No. 1 (pt.) admeasuring 551.41 sq.mtrs.
- (xi) Survey No. 126 Hissa No. 2 (pt.) admeasuring 148.97 sq.mtrs.
- (xii) Survey No. 126 Hissa No. 3 admeasuring 1290 sq.mtrs.
- (xiii) Survey No. 126 Hissa No. 4 admeasuring 730 sq.mtrs.
- (xiv) Survey No. 126 Hissa No. 5 (pt.) admeasuring 872.11 sq.mtrs.
- (xv) Survey No. 126 Hissa No. 6 admeasuring 300 sq.mtrs.
- (xvi) Survey No. 127 Hissa No. 1 (pt.) admeasuring 31.37 sq.mtrs.
- (xvii) Survey No. 127 Hissa No. 3 (pt.) admeasuring 303.46 sq.mtrs.



- (xviii) Survey No. 134 Hissa No. 1 (pt.) admeasuring 220 sq.mtrs.
- (xix) Survey No. 118 Hissa No. 4 (pt.) admeasuring 1.34 sq.mtrs.
- (xx) Survey No. 134 Hissa No. 2 (pt.) admcaasuring 531.97 sq.mtrs.
- (xxi) Survey No. 134 Hissa No. 3 (pt.) admcaasuring 448.18 sq.mtrs.
- (xxii) Survey No. 134 Hissa No. 4 (pt.) admeasuring 233.34 sq.mtrs.
- (xxiii) Survey No. 134 Hissa No. 5A (pt.) admeasuring 59.15 sq.mtrs.
- (xxiv) Survey No. 134 Hissa No. 8/2 admeasuring 115 sq.mtrs.
- (xxv) Survey No. 135 Hissa No. 3 (pt.) admeasuring 88.95 sq.mtrs.,

all situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration and Sub-District Thane and within the limits of Mira Bhayander Municipal Corporation ("MBMC").

**2) The documents of allotment of Plot**

- a) Indenture of Conveyance dated 27<sup>th</sup> July, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-10147-2016 dated 27.07.2016, in respect of Land bearing Survey No. 118 Hissa No. 7 (pt.).
- b) Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered with the Office of Joint Sub-Registrar, Thane-10 bearing Serial No. TNN10-7477-2016 dated 30.05.2016 in respect of Land bearing Survey No. 118 Hissa No. 8 (pt.).
- c) (i) Indenture of Conveyance dated 27<sup>th</sup> July, 2016 between M/s. RNA Corp. Pvt. Ltd., registered with the Office of Joint Sub-Registrar, Thane -7 bearing Serial No. TNN7-10156-2016 dated 27.07.2016 in respect of the undivided share, right, title and interest of 37.5% of area in Land bearing Survey No. 125 Hissa No. 1 (pt.). (ii) Indenture of Conveyance dated 31<sup>st</sup> May, 2017 registered with the Office of the Joint Sub-Registrar-7 bearing Serial No. TNN7-7404-2017 dated 01.06.2017 in respect of the undivided rights, share, title and interest of 4.17% of arca in Land bearing Survey



No. 125 Hissa No. 1 (pt.). (iii) Indenture of Conveyance dated 23<sup>rd</sup> December, 2017 registered with the Office of Joint Sub-Registrar, Thane-12 bearing Serial No. TNN12-1578-2018 dated 23.01.2018 in respect of the undivided rights, share, title and interest of 8.33% of area in Land bearing Survey No. 125 Hissa No. 1(pt.). (iv) Indenture of Conveyance dated 07<sup>th</sup> May, 2018, registered before the Office of the Sub-Registrar, Thane-1 bearing Serial No. TNN1-7204-2018 dated 07.05.2018 in respect of the undivided rights, share, title and interest of 12.5% of area in the Land bearing Survey No. 125 Hissa No. 1(pt.) (v) Indenture of Conveyance dated 19<sup>th</sup> June, 2020 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-2958-2020 dated 19.06.2020 in respect of the undivided rights, share, title and interest of 2.50% of area in the Land bearing Survey No. 125 Hissa No. 1(pt.) (vi) Indenture of Conveyance dated 19<sup>th</sup> June, 2020 registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-2959-2020 dated 19.06.2020 in respect of undivided rights, share, title and interest of 9.375% of area in the Land bearing Survey No. 125 Hissa No. 1(pt.). (vii) Indenture of Conveyance dated 19<sup>th</sup> June, 2020, registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-2961-2020 dated 19.06.2020 in respect of undivided right, share, title and interest of 3.125% of area in the Land bearing Survey No. 125 Hissa No.1.

- d) Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered before the Office of the Joint Sub-Registrar, Thane-10 bearing Serial No. TNN10-7482-2016 in respect of Land bearing Survey No. 125 Hissa No. 2.
- e) Dccd of Conveyance dated 06<sup>th</sup> September, 2019 registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-12586-2019 dated 20.12.2019 in respect of Land bearing Survey No. 125 Hissa No. 3.



- f) Deed of Conveyance dated 17<sup>th</sup> June, 2016 registered before the Office of the Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-8143-2016 dated 17.06.2016 in respect of Land bearing Survey No. 125 Hissa No. 4.
- g) Indenture of Conveyance dated 11<sup>th</sup> December, 2020 registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-9034-2020 dated 11.12.2020 in respect of Land bearing Survey No. 125 Hissa No. 5A.
- h) Indenture of Conveyance dated 17<sup>th</sup> June, 2016 registered before the Office of the Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-8141-2016 dated 17.06.2016 in respect of Land bearing Survey No. 125 Hissa No. 6/3.
- i) Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered before the Office of the Joint Sub-Registrar, Thane- 10 bearing Serial No. TNN10-7477-2016 dated 30.05.2016 in respect of Land bearing Survey No. 125 Hissa No. 7/2.
- j) Indenture of Conveyance dated 23<sup>rd</sup> June, 2017 registered before the Office of the Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-9231-2017 dated 01.07.2017 in respect of Land bearing Survey No.126 Hissa No. 1.
- k) Indenture of Conveyance dated 27<sup>th</sup> July, 2016 duly registered before the Office of the Joint Sub Registrar, Thane-7 bearing Serial No. TNN7-10159-2016 dated 27.07.2016 in respect of Land bearing Survey No. 126 Hissa No. 2.
- l) Indenture of Conveyance dated 30<sup>th</sup> May, 2016 duly registered before the Office of the Joint Sub Registrar, Thane-10, bearing Serial No. TNN10-7482-2016 dated 30.05.2016 in respect of the Land bearing Survey No. 126 Hissa No. 3.





- m) (i) Indenture of Conveyance dated 30<sup>th</sup> May 2016 duly registered before the Office of the Joint Sub-Registrar, Thane-10 bearing Serial No. TNN10-7477-2016 dated 30.05.2016, in respect of Land bearing Survey No. 126 Hissa No. 4. (ii) Deed of Exchange dated 04<sup>th</sup> January, 2022 duly registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-102-2022 dated 04.01.2022 in respect of an area admeasuring 718 sq. mtrs. of Land bearing Survey No. 126 Hissa No. 4. (iii) Development Agreement dated 28<sup>th</sup> January, 2022 duly registered before the Office of the Joint Sub-Registrar, Thane-8 bearing Serial No. TNN8-1802-2022 dated 28.01.2022 in respect of the Development Rights of an area admeasuring 718 sq. mtrs. of the Land bearing Survey No. 126 Hissa No. 1.
- n) Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered before the Office of the Sub-Registrar, Thane-10 bearing Serial No. TNN10-7482-2016 dated 30.05.2016 in respect of the Land bearing Survey No. 126 Hissa No. 5 (pt.).
- o) Indenture of Conveyance dated 18<sup>th</sup> August, 2017 registered before the Office of the Sub-Registrar, Thane-12 bearing Serial No. TNN12-2377-2017 dated 18.08.2017, in respect of Land bearing Survey No. 126 Hissa No. 6.
- p) Indenture of Conveyance dated 17<sup>th</sup> June, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing Serial No. TNN-7-8141-2016 dated 17.06.2016, RNA Corp. Pvt. Ltd., in respect of Land bearing Survey No. 127 Hissa No. 1(pt.).
- q) Indenture of Conveyance dated 30<sup>th</sup> August, 2019 registered with the Office of Joint Sub-Registrar, Thane-10 bearing Serial No. TNN-10-9969-2010 dated 18.12.2019, in respect of Land bearing Survey No. 127 Hissa No. 3(pt.).



- r) Indenture of Conveyance dated 8<sup>th</sup> December, 2020 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN-4-8768-2020 dated 08/12/2020, in respect of the 2/3<sup>rd</sup> undivided share/portion, right, title and interest in respect of the Land bearing Survey No. 134 Hissa No. 1(pt.).
- s) Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered with the Office of Joint Sub-Registrar, Thane-10 bearing Serial No. TNN-10-7480-2016 dated 30.05.2016, in respect of the Land bearing Survey No. 118 Hissa No. 4 (pt.).
- t) Indenture of Conveyance dated 17<sup>th</sup> Junc, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing Serial No. TNN-7-8148-2016 dated 17.06.2016, in respect of the Land bearing Survey No. 134 Hissa No. 2 (pt.).
- u) Indenture of Conveyance dated 20<sup>th</sup> November, 2017 registered with the Office of Joint Sub-Registrar, Thane-11 bearing Serial No. TNN-11-12945-2017 dated 20.11.2017, in respect of the Land bearing Survey No. 134 Hissa No. 3 (pt.).
- v) Indenture of Conveyance dated 8<sup>th</sup> December, 2020 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN-4-8768-2020 dated 08/12/2020, for the 2/3<sup>rd</sup> undivided share/portion, right, title and interest in respect of the Land bearing Survey No. 134 Hissa No. 4(pt.).
- w) Indenture of Conveyance dated 27<sup>th</sup> July, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing Serial No. TNN-7-10163-2016 dated 27/07/2016 in respect of the Land bearing Survey No. 134 Hissa No. 5A(pt.)



- x) Indenture of Conveyance dated 11<sup>th</sup> April, 2018 registered with the Office of Joint Sub-Registrar, Thane-12 bearing Serial No. TNN-12-5058-2018 dated 11/04/2018 in respect of Survey No. 134 Hissa No. 8/2.
- y) Exchange Deed dated 4<sup>th</sup> January, 2022 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN-4-102-2022 dated 04.01.2022 in respect of Land bearing Survey No. 135 Hissa No. 3 (pt.).

**3) I have perused the digitally signed 7-12 Extracts in respect of the said Lands having been obtained from the official website portal of the Maharashtra Govt. being <https://digitalsatbara.mahabhumi.gov.in/dslr/> all dated 18.02.2022:**

- (i) Mutation Entry No. 2802 in the digitally signed 7-12 Extract of the Land bearing Survey No. 118 Hissa No. 7 (pt.) certifies the ownership of my Client in the Revenue Records.
- (ii) Mutation Entry No. 2784 in the digitally signed 7-12 Extract of the Land bearing Survey No. 118 Hissa No. 8 (pt.) certifies the ownership of my Client in the Revenue Records.
- (iii) Mutation Entry No. 2785 in the digitally signed 7-12 Extract of the Land bearing Survey No. 125 Hissa No. 2 (pt.) certifies the ownership of my Client in the Revenue Records.
- (iv) Mutation Entry No. 2782 in the digitally signed 7-12 Extract of the Land bearing Survey No. 125 Hissa No. 4 certifies the ownership of my Client in the Revenue Records.
- (v) Mutation Entry No. 3127 in the digitally signed 7-12 Extract of the Land bearing Survey No. 125 Hissa No. 6/3 certifies the ownership of my Client in the Revenue Records.





- (vi) Mutation Entry No. 3127 in the digitally signed 7-12 Extract of the Land bearing Survey No. 125 Hissa No. 7/2 certifies the ownership of my Client in the Revenue Records.
- (vii) Mutation Entry No.2789 in the digitally signed 7-12 Extract of the Land bearing Survey No. 126 Hissa No. 2 (pt.) certifies the ownership of my Client in the Revenue Records.
- (viii) Mutation Entry No. 2785 in the digitally signed 7-12 Extract of the Land bearing Survey No. 126 Hissa No. 3 certifies the ownership of my Client in the Revenue Records.
- (ix) Mutation Entry No. 2785 in the digitally signed 7-12 Extract of the Land bearing Survey No. 126 Hissa No. 5 (pt.) certifies the ownership of my Client in the Revenue Records.
- (x) Mutation Entry No. 2975 in the digitally signed 7-12 Extract of the Land bearing Survey No. 126 Hissa No. 6 certifies the ownership of my Client in the Revenue Records.
- (xi) Mutation Entry No. 2786 in the digitally signed 7-12 Extract of the Land bearing Survey No. 127 Hissa No. 1 (pt.) certifies the ownership of my Client in the Revenue Records.
- (xii) Mutation Entry No. 2783 in the digitally signed 7-12 Extract of the Land bearing Survey No. 118 Hissa No. 4 (pt.) certifies the ownership of my Client in the Revenue Records.
- (xiii) Mutation Entry No. 3103 in the digitally signed 7-12 Extract of the Land bearing Survey No. 134 Hissa No. 2 certifies the ownership of my Client in the Revenue Records. (xiv) Mutation No. 3127 in the digitally signed 7-12 Extract of the Land bearing Survey No. 134



Hissa No. 5A (pt.) certifies the ownership of my Client in the Revenue Records.

**4) Search Report for 30 years from the period 1992 to 2022 has been taken.**

2/- On perusal of the above-mentioned documents and all other relevant documents relating to the title of the said Lands I am of the opinion that the title of my Client JP Infra Realty Pvt. Ltd. (Formerly known as Skylark Realtors Pvt. Ltd.) is clear, marketable and subject to the encumbrances as disclosed in the Encumbrance Certificate, a copy of which is herewith enclosed as Annexure - A.

**Owners of the land** as per the Digitally Signed 7-12 Extract: -

<b>Land Parcel</b>	<b>Ownership Record as per the Digitally Signed 7-12 Extract</b>
(i) Survey No. 118 Hissa No. 7 (pt.)	Skylark Realtors Pvt. Ltd.
(ii) Survey No. 118 Hissa No. 8 (pt.)	Skylark Realtors Pvt. Ltd.
(iii) Survey No. 125 Hissa No. 2 (pt.)	Skylark Realtors Pvt. Ltd.
(iv) Survey No. 125 Hissa No. 4	Skylark Realtors Pvt. Ltd.
(v) Survey No. 125 Hissa No. 6/3	Skylark Realtors Pvt. Ltd.
(vi) Survey No. 125 Hissa No. 7/2	Skylark Realtors Pvt. Ltd.
(vii) Survey No. 126 Hissa No. 2 (pt.)	Skylark Realtors Pvt. Ltd.
(viii) Survey No. 126 Hissa No. 3	Skylark Realtors Pvt. Ltd.
(ix) Survey No. 126 Hissa No. 5 (pt.)	Skylark Realtors Pvt. Ltd.
(x) Survey No. 126 Hissa No. 6	Skylark Realtors Pvt. Ltd.
(xi) Survey No. 127 Hissa No. 1 (pt.)	Skylark Realtors Pvt. Ltd.
(xii) Survey No. 118 Hissa No. 4 (pt.)	Skylark Realtors Pvt. Ltd.
(xiii) Survey No. 134 Hissa No. 2 (pt.)	Skylark Realtors Pvt. Ltd.
(xiv) Survey No. 134 Hissa No.5A (pt.)	Skylark Realtors Pvt. Ltd.
(xv) Survey No. 125 Hissa No. 1 (pt.)	In Process



(xvi) Survey No. 125 Hissa No. 3	In Process
(xvii) Survey No. 125 Hissa No.5A	In Process
(xviii) Survey No. 126 Hissa No. 1 (pt.)	In Process
(xix) Survey No. 126 Hissa No. 4	In Process
(xx) Survey No. 127 Hissa No. 3 (pt.)	In Process
(xxi) Survey No. 134 Hissa No. 1 (pt.)	In Process
(xxii) Survey No. 134 Hissa No. 3 (pt.)	In Process
(xxiii) Survey No. 134 Hissa No. 4 (pt.)	In Process
(xxiv) Survey No. 134 Hissa No. 8/2 (pt.)	In Process
(xxv) Survey No. 135 Hissa No. 3 (pt.)	In Process

The Mutation Entry recording the ownership of my Client in respect of 77.5% undivided rights, title and interest of Land bearing Survey No. 125 Hissa No. 1 (pt.), the Mutation Entry recording the ownership of my Client in respect of Lands bearing Survey No. 125 Hissa No. 3, Survey No. 125 Hissa No. 5A, the relevant Mutation Entry according the Development Rights in respect of an area admeasuring 718 sq.mtrs. of the Land bearing Survey No. 126 Hissa No. 4, the Mutation Entry recording the ownership of my Client in respect of Land bearing Survey No. 127 Hissa No. 3 (pt.), the Mutation Entry recording the ownership of my Client in respect of the 2/3<sup>rd</sup> undivided rights, title and interest of the Land bearing Survey No. 134 Hissa No. 1 (pt.), the Mutation Entry recording the ownership of my Client in respect of the Land bearing Survey No. 134 Hissa No. 3 (pt.), the Mutation Entry recording the ownership of my Client in respect of the 2/3<sup>rd</sup> undivided rights, title and interest of the Land bearing Survey No. 134 Hissa No. 4 (pt.), the Mutation Entry recording the ownership of my Client in the Land bearing Survey No. 134 Hissa No. 8/2, the Mutation Entry recording the ownership of my Client in the Land bearing Survey No. 135 Hissa No. 3 (pt.) is yet to take effect on the 7-12 Extracts.

3/- The report reflecting the flow of the title of my Client JP Infra Realty Pvt. Ltd. (Formerly known as Skylark Realtors Pvt. Ltd.) in respect of the said Lands is enclosed herewith as Annexure - B.



  
Cecil Sam Philip  
Advocate



**Encl:** - Annexure - A - Encumbrance Certificate  
Annexure - B - Title Certificate

**Date:** - 18<sup>th</sup> February, 2022

Date: - 10<sup>th</sup> February 2022

**DETAILS OF ENCUMBRANCES FOR CODENAME DREAM HOME TOWER B**

- a. Mortgage in respect of Real Estate Project, save and except Survey/Hissa No. 126/4 (part):

Sr. No.	Mortgagee	Type of Deed	Date	Document No.
1	Catalyst Trusteeship Limited	Debenture Trust Cum Mortgage Deed	26.10.2018	Joint Sub-Registrar of Assurances, Thane - 7 and bearing Sr. No. TNN7 - 15123 - 2018 dated 26.10.2018
2	JM Financial Credit Solutions Limited	Supplemental Indenture of Mortgage for creation of Additional Security	27.11.2017	Joint Sub-Registrar of Assurances, Thane - 10 and bearing Sr. No. TNN10 - 9984 - 2017 dated 27.11.2017
3	JM Financial Credit Solutions Limited	Indenture of Mortgage	27.03.2018	Joint Sub-Registrar of Assurances, Andheri No. 18 and bearing Sr. No. BDR18 - 3212 - 2018 dated 28.03.2018
4	Catalyst Trusteeship Limited	Debenture Trust Cum Mortgage Deed	18.06.2018	Joint Sub-Registrar of Assurances, Andheri - 1 and bearing Sr. No. BDR1 - 7546 - 2018 dated 21.06.2018
5	JM Financial Credit Solutions Limited	Indenture of Mortgage	08.08.2018	Joint Sub-Registrar of Assurances, Andheri No. 4 and bearing Sr. No. BDR4 - 8117 - 2018 dated 08.08.2018
6	Catalyst Trusteeship Limited	Debenture Trust Cum Mortgage Deed	28.09.2020	Joint Sub-Registrar of Assurances, Thane - 4 and bearing Sr. No. TNN4 - 5993 - 2020 dated 28.09.2020

The mortgages include some other projects which are being developed by the Promoters or their Associate Companies.

- b. Litigations: There are no litigations pending in respect of the project land or any part thereof. The Real Estate Project is connected with another Real Estate Projects through common podium on the Tower A, B, C Land. Following litigations are pending in respect of the Tower A, B, C Land:



Sr. No.	Survey No./ Project Name	Court Details	Case No./ Type of Case	Parties	Preventive /Injunction/ Interim Order	Status
1	Survey No. 125-1 (pt) of Village Ghodbunder, Tal. & Dist. Thane	Bombay High Court	Civil Writ Petition No. 12056 of 2017	John Titus Jerome D'Souza & 5 Ors. v. Florence Correa & 14 Ors.	No	For Admission
2	Survey No. 125-1 (pt) of Village Ghodbunder, Tal. & Dist. Thane	District Court, Thane	Spl C S No. 11 of 2019	Vivian Michael D'Souza & 7 Ors. v. Florence D. Correa & 17 Ors.	No	For Amended Plaintiff

Promoter - 1

**JP Infra Realty Private Limited**

*(formerly known as Skylark Realtors Private Limited)*



Authorized Signatory  
 Jambu Kumar Jain





# CECIL SAM PHILIP

ADVOCATE, HIGH COURT, BOMBAY

Flat No. 803, Pushkaraj Co-op Housing Society, Near Swapna Lok Towers, Pimpripada,  
Malad (East), Mumbai - 400 097.

Email Id : cecil.philip87@gmail.com

Mobile No. : 09930314783.

## FORMAT- A

(Circular No:- 28/2021)

### FLOW OF THE TITLE OF THE SAID LANDS

Re: **ALL THAT** piece and parcel of lands bearing: -

- (1) Survey No. 118 Hissa No.7 (pt.) admeasuring 207.30 sq. mtrs;
- (2) Survey No. 118 Hissa No.8 (pt.) admeasuring 354.25 sq. mtrs;
- (3) Survey No. 125 Hissa No.1 (pt.) admeasuring 214.18 sq. mtrs;
- (4) Survey No. 125 Hissa No. 2 (pt.) admeasuring 669.56 sq. mtrs;
- (5) Survey No. 125 Hissa No.3 admeasuring 280 sq. mtrs;
- (6) Survey No. 125 Hissa No.4 admeasuring 1,310 sq. mtrs;
- (7) Survey No. 125 Hissa No.5A admeasuring 20 sq. mtrs;
- (8) Survey No. 125 Hissa No.6/3 admeasuring 328 sq. mtrs.
- (9) Survey No. 125 Hissa No. 7/2 admeasuring 730 sq. mtrs.
- (10) Survey No. 126 Hissa No. 1 (pt.) admeasuring 551.41 sq. mtrs.
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- (12) Survey No. 126 Hissa No. 3 admeasuring 1290 sq. mtrs.
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- (16) Survey No. 127 Hissa No. 1 (pt.) admeasuring 31.37 sq. mtrs.
- (17) Survey No. 127 Hissa No. 3 (pt.) admeasuring 303.46 sq. mtrs.
- (18) Survey No. 134 Hissa No. 1 (pt.) admeasuring 220 sq. mtrs.
- (19) Survey No. 118 Hissa No. 4 (pt.) admeasuring 1.34 sq. mtrs.
- (20) Survey No. 134 Hissa No. 2 (pt.) admeasuring 531.97 sq. mtrs.
- (21) Survey No. 134 Hissa No. 3 (pt.) admeasuring 448.18 sq. mtrs.
- (22) Survey No. 134 Hissa No. 4 (pt.) admeasuring 233.34 sq. mtrs.
- (23) Survey No. 134 Hissa No. 5A (pt.) admeasuring 59.15 sq. mtrs.
- (24) Survey No. 134 Hissa No. 8/2 admeasuring 115 sq. mtrs.
- (25) Survey No. 135 Hissa No. 3 (pt.) admeasuring 88.95 sq. mtrs.



all situate lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District Thane and now within the limit of Mira Bhayander Municipal Corporation ("**MBMC**") (hereinafter collectively referred to as the "**said Lands**").

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**Sr.No.**

- 1) **7-12 Extracts as on date of Application for Registration** – The same has been elaborated in detail in the Legal Title Report.
- 2) **Mutation Entries recording Ownership** – The same has been elaborated in the Legal Title Report.
- 3) The **Search Reports for 30 years** from the period 1992 – 2022 has been taken from the Sub-Registrar's Offices at Thane Registration District.
- 4) **Any other relevant title**

The Details of the registered Documents evidencing the **Title and Ownership Entitlement** of my Client in respect of the said Lands are hereunder mentioned below: -

- a. By and under an Indenture of Conveyance dated 27<sup>th</sup> July, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-10147-2016 dated 27.07.2016, RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 118 Hissa No. 7 (**'First Land'**) admeasuring 250 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- b. By and under an Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered with the Office of Joint Sub-Registrar, Thane-10 bearing



Serial No. TNN10-7477-2016 dated 30.05.2016, M/s. RNA Corp. Pvt. Ltd. the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 118 Hissa No. 8 (**Second Land**) admeasuring 810 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.

- c. By and under an Indenture of Conveyance dated 27<sup>th</sup> July, 2016 between M/s. RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold and conveyed the undivided share, right, title and interest of 37.5% of area admeasuring 285 sq. mtrs. of the Land bearing Survey No. 125 Hissa No. 1 (pt.) (**Third Land**) to my Client therein referred by its erstwhile name on the terms and conditions as stated therein. By and under an Indenture of Conveyance dated 31<sup>st</sup> May, 2017 registered with the Office of the Joint Sub-Registrar-7 bearing Serial No. TNN7-7404-2017 dated 01.06.2017, Mr. Vincent Joseph Periera the Vendor therein had granted, sold and conveyed his undivided rights, share, title and interest of 4.17% of area admeasuring 31.69 sq. mtrs. of the Third Land to my Client therein referred by its erstwhile name on the terms and conditions as stated therein. By and under an Indenture of Conveyance dated 23<sup>rd</sup> December, 2017 registered with the Office of Joint Sub-Registrar, Thane-12 bearing Serial No. TNN12-1578-2018 dated 23.01.2018, Mr. Sydney Joseph Periera and Mrs. Glory Levy Periera, the Vendors therein had granted, sold, conveyed and transferred their undivided rights, share, title and interest of 8.33% of area admeasuring in total 63.31 sq. mtrs. of the Third Land to my Client therein referred by its erstwhile name on the terms and conditions as stated therein. By and under an Indenture of Conveyance dated 07<sup>th</sup> May, 2018, registered before the Office of the Sub-Registrar, Thane-1 bearing Serial No. TNN1-7204-2018 dated 07.05.2018, Mrs. Sheldon Teresa Francis D'Souza, Mr. Sheldon Francis D'Souza the Vendors therein had granted, sold and conveyed their undivided right, share, title and interest of 12.5% of area admeasuring 95 sq. mtrs. of



the Third Land to my Client therein referred by its erstwhile name on the terms and conditions as stated therein. By and under an Indenture of Conveyance dated 19<sup>th</sup> June, 2020 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-2958-2020 dated 19.06.2020, Mr. Avclino Michael D'Souza the Vendor therein through his Constituted Attorney that being my Client had granted, sold, conveyed and transferred his undivided rights, share, title and interest of 2.50% of area admeasuring 19 sq. mtrs. in respect of the Third Land to my Client on the terms and conditions as stated therein. By an Indenture of Conveyance dated 19<sup>th</sup> June, 2020 registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-2959-2020 dated 19.06.2020 between Mrs. Bertha Joseph D'Souza, Mr. Kane Joseph D'Souza, Mrs. Priya Joseph D'Souza therein all referred to as Vendors through their Constituted Attorney that being my Client had granted, sold and conveyed their undivided rights, share, title and interest of 9.375% of area admeasuring 71.25 sq. mtrs. of the Third Land to my Client on the terms and conditions as stated therein. By and under an Indenture of Conveyance dated 19<sup>th</sup> June, 2020, registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-2961-2020 dated 19.06.2020, Mr. Neil Joseph D'Souza therein referred to as the Vendor through his Constituted Attorney that being my Client had granted, sold and conveyed his undivided right, share, title and interest of 3.125% of area admeasuring 23.75 sq. mtrs. of the Third Land to my Client on the terms and conditions as stated therein.

- d. By and under an Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered before the Office of the Joint Sub-Registrar, Thane-10 bearing Serial No. TNN10-7482-2016 dated 30.05.2016 between M/s. RNA Corp. Pvt. Ltd. therein referred to as the Vendor, the Vendor therein had granted, sold and conveyed the Land bearing Survey No. 125 Hissa No. 2 (**Fourth Land**) admeasuring 680 sq. mtrs. to my



Client therein referred by its erstwhile name on the terms and conditions as stated therein.

- e. By and under a Deed of Conveyance dated 06<sup>th</sup> September, 2019 registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-12586-2019 dated 20.12.2019 between M/s. RNA Corp. Pvt. Ltd., therein referred to as the Vendor through its Constituted Attorney Mr. Vijay Kumar Jain, had granted, sold and conveyed the Land bearing Survey No. 125 Hissa No. 3 (**'Fifth Land'**) admeasuring 280 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- f. By and under a Deed of Conveyance dated 17<sup>th</sup> June, 2016 registered before the Office of the Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-8143-2016 dated 17.06.2016 between M/s. RNA Corp. Pvt. Ltd. therein referred to as the Vendor had granted, sold and conveyed the Land bearing Survey No. 125 Hissa No. 4 (**'Sixth Land'**) admeasuring 1310 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- g. By and under an Indenture of Conveyance dated 11<sup>th</sup> December, 2020 registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-9034-2020 dated 11.12.2020 between M/s. RNA Corp. Pvt. Ltd. therein referred to as the Vendor through its Constituted Attorney that being my Client had granted, sold and conveyed an area admeasuring 242 sq. mtrs. of the Land bearing Survey No. 125 Hissa No. 5 to my Client on the terms and conditions as stated therein. I have been informed by my Client that the Land bearing Survey No. 125 Hissa No. 5 has undergone sub-division and has been fragmented into several Land parcels which includes Survey No. 125 Hissa No. 5A (**'Seventh Land'**) in the revenue records.





- h. By and under an Indenture of Conveyance dated 17<sup>th</sup> June, 2016 registered before the Office of the Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-8141-2016 dated 17.06.2016 between M/s. RNA Corp. Pvt. Ltd. therein referred to as the Vendor had granted, sold, conveyed the Land bearing Survey No. 125 Hissa No. 6 admeasuring 990 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein. I have been informed by my Client that the Land bearing Survey No. 125 Hissa No. 6 has undergone sub-division and has been fragmented into several Land parcels which includes Survey No. 125 Hissa No. 6/3 (**Eighth Land**) as per the revenue records.
- i. By and under an Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered before the Office of the Joint Sub-Registrar, Thane- 10 bearing Serial No. TNN10-7477-2016 dated 30.05.2016 between M/s. RNA Corp. Pvt. Ltd. therein referred to as the Vendor had granted, sold, conveyed the Land bearing Survey No. 125 Hissa No. 7 admeasuring 1090 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein. I have been informed by my Client that the Land bearing Survey No. 125 Hissa No. 7 has undergone sub-division and has been fragmented into several Land parcels which includes Survey No. 125 Hissa No. 7/2 (**Ninth Land**) as per the revenue records.
- j. By and under an Indenture of Conveyance dated 23<sup>rd</sup> June, 2017 registered before the Office of the Joint Sub-Registrar, Thane-7 bearing Serial No. TNN7-9231-2017 dated 01.07.2017 between M/s. RNA Corp. Pvt. Ltd. through its Constituted Attorney that being my Client therein referred by its erstwhile name had granted, sold, conveyed the Land bearing Survey No.126 Hissa No. 1 (**Tenth Land**) admeasuring 560 sq. mtrs. or thereabouts to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.





- k. By and under an Indenture of Conveyance dated 27<sup>th</sup> July, 2016 duly registered before the Office of the Joint Sub Registrar, Thane-7 bearing Serial No. TNN7-10159-2016 dated 27.07.2016 between RNA Corp. Pvt. Ltd. therein referred to as the Vendor had granted, sold, conveyed the Land bearing Survey No. 126 Hissa No. 2 (**'Eleventh Land'**) admeasuring 610 sq. mtrs. or thereabouts to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- l. By and under an Indenture of Conveyance dated 30<sup>th</sup> May, 2016 duly registered before the Office of the Joint Sub Registrar, Thane-10, bearing Serial No. TNN10-7482-2016 dated 30.05.2016, M/s. RNA Corp. Pvt. Ltd. therein referred to as the Vendor, had granted, sold, conveyed the Land bearing Survey No. 126 Hissa No. 3 (**'Twelfth Land'**) admeasuring 1290 sq. mtrs. to my Client therein referred by its erstwhile name.
- m. By and under an Indenture of Conveyance dated 30<sup>th</sup> May 2016 duly registered before the Office of the Joint Sub-Registrar, Thane-10 bearing Serial No. TNN10-7477-2016 dated 30.05.2016, M/s. RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed the Land bearing Survey No. 126 Hissa No. 4 (**'Thirteenth Land'**) totally admeasuring 730 sq. mtrs. to my Client on the terms and conditions as stated therein. By Deed of Exchange dated 04<sup>th</sup> January, 2022 duly registered before the Office of the Joint Sub-Registrar, Thane-4 bearing Serial No. TNN4-102-2022 dated 04.01.2022 between M/s. Salasar Estate Developers LLP, Harish B Agarwal (HUF) by and through its Karta Harish B Agarwal, Anand R Agarwal (HUF) by and through its Karta Anand R Agarwal therein collectively referred to as "Owners" and my Client an area admeasuring 718 sq. mtrs. of the Thirteenth Land was exchanged by my Client with the Owners as per the terms and conditions as stated therein. By and under a Development Agreement dated 28<sup>th</sup> January, 2022 duly registered before the Office of the Joint Sub-Registrar, Thane-8 bearing Serial No. TNN8-1802-2022 dated



28.01.2022 between M/s. Salasar Estate Developers LLP therein referred to as the 'First Owner', Harish B Agarwal (HUF) by and through its Karta Harish B Agarwal therein referred to as the 'Second Owner', Anand R Agarwal (HUF) by and through its Karta Anand R Agarwal therein referred to as the 'Third Owner', the 'Owners' collectively as referred therein had assigned the Development Rights of an area admeasuring 718 sq. mtrs. of the Thirteenth Land to my Client on the terms and conditions as stated therein.

- n. By and under an Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered before the Office of the Sub-Registrar, Thane-10 bearing Serial No. TNN10-7482-2016 dated 30.05.2016 between M/s. RNA Corp. Pvt. Ltd. therein referred to as Vendor, the Vendor therein had granted, sold, conveyed the Land bearing Survey No. 126 Hissa No. 5 (**Fourteenth Land**) admeasuring 1010 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- o. By and under an Indenture of Conveyance dated 18<sup>th</sup> August, 2017 registered before the Office of the Sub-Registrar, Thane-12 bearing Serial No. TNN12-2377-2017 dated 18.08.2017, M/s. RNA Corp. Pvt. Ltd. the Vendor therein had granted, sold, conveyed the Land bearing Survey No. 126 Hissa No. 6 (**Fifteenth Land**) admeasuring 300 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- p. By and under an Indenture of Conveyance dated 17<sup>th</sup> June, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing Serial No. TNN-7-8141-2016 dated 17.06.2016, RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 127 Hissa No. 1(pt.) (**Sixteenth Land**) admeasuring 1470 sq. mtrs. to my Client



therein referred by its erstwhile name on the terms and conditions as stated therein.

- q. By and under an Indenture of Conveyance dated 30<sup>th</sup> August, 2019 registered with the Office of Joint Sub-Registrar, Thane-10 bearing Serial No. TNN-10-9969-2010 dated 18.12.2019, RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 127 Hissa No. 3(pt.) (**'Seventeenth Land'**) admeasuring 480 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- r. By and under an Indenture of Conveyance dated 8<sup>th</sup> December, 2020 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN-4-8768-2020 dated 08/12/2020, Noor Mohamad Ismail Patel & 12 Ors., the Vendors therein through their Constituted Attorney that being my Client had granted, sold, conveyed and transferred their 2/3<sup>rd</sup> undivided share/portion, right, title and interest in the Land bearing Survey No. 134 Hissa No. 1(pt.) (**'Eighteenth Land'**) admeasuring 220 sq. mtrs. to my Client on the terms and conditions as stated therein.
- s. By and under an Indenture of Conveyance dated 30<sup>th</sup> May, 2016 registered with the Office of Joint Sub-Registrar, Thane-10 bearing Serial No. TNN-10-7480-2016 dated 30.05.2016, RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 118 Hissa No. 4 (**'Nineteenth Land'**) admeasuring 2020 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- t. By and under an Indenture of Conveyance dated 17<sup>th</sup> June, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing



- Serial No. TNN-7-8148-2016 dated 17.06.2016, RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 134 Hissa No. 2 (**'Twentieth Land'**) admeasuring 560 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- u. By and under an Indenture of Conveyance dated 20<sup>th</sup> November, 2017 registered with the Office of Joint Sub-Registrar, Thane-11 bearing Serial No. TNN-11-12945-2017 dated 20.11.2017, RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 134 Hissa No. 3 (**'Twenty First Land'**) admeasuring 860 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- v. By and under an Indenture of Conveyance dated 8<sup>th</sup> December, 2020 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN-4-8768-2020 dated 08/12/2020, Noor Mohamad Ismail Patel & 12 Ors., the Vendors therein through their Constituted Attorney that being my Client had granted, sold, conveyed and transferred their 2/3<sup>rd</sup> undivided share/portion, right, title and interest admeasuring 233.34 sq. mtrs. in the Land bearing Survey No. 134 Hissa No. 4(pt.) (**'Twenty Second Land'**) to my Client therein referred by its erstwhile name on the terms and conditions as stated therein.
- w. By and under an Indenture of Conveyance dated 27<sup>th</sup> July, 2016 registered with the Office of Joint Sub-Registrar, Thane-7 bearing Serial No. TNN-7-10163-2016 dated 27/07/2016, RNA Corp. Pvt. Ltd., the Vendor therein had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 134 Hissa No. 5A(pt.) (**'Twenty Third Land'**) admeasuring 350 sq. mtrs. to my Client



therein referred by its erstwhile name on the terms and conditions as stated therein

- x. By and under an Indenture of Conveyance dated 11<sup>th</sup> April, 2018 registered with the Office of Joint Sub-Registrar, Thane-12 bearing Serial No. TNN-12-5058-2018 dated 11/04/2018, RNA Corp. Pvt. Ltd., the Vendor therein through its Constituted Attorney that being my Client had granted, sold, conveyed and transferred its right, title and interest in the Land bearing Survey No. 134 Hissa No. 8 (pt.) admeasuring 400 sq. mtrs. to my Client therein referred by its erstwhile name on the terms and conditions as stated therein. I have been informed by my Client that the Land bearing Survey No. 134 Hissa No. 8 has undergone sub-division and has been fragmented into several Land parcels which includes Survey No. 134 Hissa No. 8/2 (**Twenty Fourth Land**) as per the revenue records.
- y. By and under an Exchange Deed dated 4<sup>th</sup> January, 2022 registered with the Office of Joint Sub-Registrar, Thane-4 bearing Serial No. TNN-4-102-2022 dated 04.01.2022, Salasar Estate Developers LLP, Harish B Agarwal (HUF) by and through its Karta Harish B Agarwal, Anand R Agarwal (HUF) by and through its Karta Anand R Agarwal therein referred collectively as Owners and my Client had exchanged certain Land parcels as more particularly stated therein amongst themselves on the terms and conditions as agreed therein. By virtue of the said Exchange Deed an area admeasuring 207 sq. mtrs. out of Land bearing Survey No. 135 Hissa No. 3 (pt.) (**Twenty Fifth Land**) was exchanged by the Owners therein to my Client.
- z. In the above premises, my Client is the Lawful owner of the First Land, Second Land, for the Third Land my Client as on date is the Lawful owner of the 77.5% undivided share, the Lawful owner of the Fourth Land, the Lawful Owner of the Fifth Land, Sixth Land, Seventh Land, Eighth Land, Ninth Land, Tenth Land, Eleventh Land, Twelfth Land, in





respect of the Thirteenth Land my Client holds the Development Rights of an area admeasuring 718 sq. mtrs. and for the remaining 12 sq. mtrs. of the Thirteenth Land my Client is the Lawful Owner of the same, with regard to the Fourteenth, Fifteenth, Sixteenth, Seventeenth Lands my Client is the Lawful Owner of the same, with regard to the Eighteenth Land my Client as on date is the Lawful Owner of the 2/3<sup>rd</sup> undivided rights/portion admeasuring 220 sq. mtrs., with regard to the Nineteenth, Twentieth, Twenty First Lands my Client is the Lawful Owner of the same, for the Twenty Second Land my Client is the Lawful Owner of the 2/3<sup>rd</sup> undivided share/portion admeasuring 233.34 sq. mtrs., and in respect of the Twenty Third, Twenty Fourth and Twenty Fifth Lands my Client is the Lawful Owner of the same.

- aa. Further, I have been informed by my Client that the registration formalities of the Real Estate Projects that would be developed on the said Lands with the Maharashtra Real Estate Regulatory Authority ('MaharERA') shall be obtained and completed on their part in due course.
- bb. All the above Lands except for the Thirteenth and Twenty Fifth Land are mortgaged in favour of JM Financial Credit Solutions Ltd. and Catalyst Trusteeship Ltd. as per respective deeds and documents.

## **5. Details of Litigation**

In respect of the Third Land, a Civil Writ Petition No. 12056 of 2017 is pending before Hon'ble Bombay High Court and the Petition as per the High Court Website is listed for Admission Stage till date, further there has been no adverse Order or any Ad-Interim Order passed in the Writ Petition by the Hon'ble Bombay High Court till date. In addition, there is also a matter concerning the Third Land that has been filed before District Court, Thane being Special C S No. 11 of 2019. The matter is presently for the stage of the filing of Amended Plaint on the part of the





Plaintiffs and till date no adverse or any Ad-Interim Order has been passed by the Hon'ble Court at any stage of the proceedings of this matter. Basis the records and documents in place these matters are least substantive and hold no merit as my Client has followed the due process in acquiring the 77.5% undivided share of the Third Land from the legitimate Owners.

6. On the instructions of my Client, I have inserted Public Notice dated 09.01.2022 in Free Press Journal and Navshakti in respect of the above Lands and a Corrigendum dated 19.01.2022 to the Public Notice was also published in Navshakti and Free Press Journal. No claim or objection to the Public Notice and to the Corrigendum has been received from any Third Party in respect thereof.
7. In the light of the above, the rights and interest of my Client namely JP Infra Realty Pvt. Ltd. (Formerly known as Skylark Realtors Pvt. Ltd.) is clear and marketable in respect of the said Lands, subject to the subsisting charge in favour of JM Financial Credit Solutions Ltd. and Catalyst Trusteeship Ltd. and obligations towards the Owners as per the Development Agreement dated 28<sup>th</sup> January, 2022 in respect of the Thirteenth Land.

Place: Mumbai

Dated :- 18<sup>th</sup> February, 2022



Cecil Sam Philip  
Advocate



