

Flat No. B/204,
Ram-Isha Apartment,
Indralok, Phase - 1,
Bhayander (E) - 401 105.
Tel.: 6524 1109

S. P. SINGH
VIKAS SINGH
V. P. SINGH
ADVOCATES HIGH COURT

Tel. : 2897 8981
Markande Niwas, H. T. Road,
Kajupada, Borivali (E),
Mumbai - 400 066.
vedprakashsingh7@yahoo.com

TITLE CERTIFICATE

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY THAT we have taken the search and investigated the title in respect of the property bearing Old Survey No.227, New Survey No.28, Hissa No.1, admeasuring 41.7 Guntha, i.e. equivalent to 4170 Sq. Meters, of Revenue Village Navghar, Taluka & District Thane, lying being and situate at Bhayander (E), District Thane, Registration sub District at Thane, hereinafter referred to as "the said property", which originally belongs to SMT. YESUBAI YASHWANT MHATRE as owner of the said property by way of inheritance and her name appears in the Land Record i.e. 7/12 extract of the said property maintain by Talathi Saja Navghar.

THIS IS TO FURTHER CERTIFY THAT the said owner SMT. YESUBAI YASHWANT MHATRE by a Conveyance dated 01/12/2011 duly registered under Doc. No.TNN-7/08638/2011 sold, assigned, transferred and conveyed the said property to M/s. INDRALOK DEVELOPERS, a partnership firm, at the consideration price mentioned therein and simultaneously the said owner Smt. Yesubai Yashwant Mhatre had also executed an Irrevocable General Power of Attorney dated 01/12/2011 registered under Doc. No.TNN-7/08639/2011 in favour of its partners and thereby granted various powers and authorities as mentioned therein. The said owner Smt. Yesubai Yashwant Mhatre had also handed over the peaceful and vacant possession of the said property to M/s. INDRALOK DEVELOPERS absolutely.

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THIS IS TO CERTIFY THAT one M/s. Seven Eleven Hotels Pvt. Ltd. laid claim over the said property under a Conveyance purportedly executed by a constituted attorney of the original owner. The original owner as well as the M/s. Indralok Developers denied their claims. The dispute arose between the Original Owner Smt. Yesubai Yashwant Mhatre and M/s. Indralok Developers standing on one side and the said M/s. Seven Eleven Hotels Pvt. Ltd. on the other side. The said M/s. Seven Eleven Hotels Pvt. Ltd. instituted a suit bearing Suit No.701 of 2012 against the Original Owner and M/s. INDRALOK DEVELOPERS abovenamed. The parties to suit bearing Suit No.701 of 2012 have settled their all disputes and filed Consent Terms in court in the said suit on 11/06/2013 and accordingly the court had passed the Decree in terms of Consent Terms which is duly registered by the parties with the Registrar of Assurances under Doc. No.TNN-7/7699/2013 dated 14/10/2013 whereby M/s. INDRALOK DEVELOPERS are absolute owners with rights to develop the lands and construct buildings, sell flats and appropriate the sale proceeds thereof.

IN FURTHER DEVELOPMENT as per the terms of the Conveyance dated 01/12/2011 registered under Doc. No.TNN-7/08638/2011 the said Smt. Yesubai Yashwant Mhatre and M/s. Indralok Developers have executed a Deed of Compliance dated 29/04/2013 where the said M/s. Indralok Developers had complied all the terms of the said conveyance and the said Smt. Yesubai Yashwant Mhatre had also accepted the compliance of the terms of the said conveyance and released all her rights of the said property to and in favour of the M/s. Indralok Developers

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THIS IS TO CERTIFY THAT in the manner aforesaid the said M/s. INDRALOK DEVELOPERS have obtained the full right and absolute authority from the owners and all such person or persons having rights or claims in any manner in respect of the said property, for the sake of brevity to commence and carry on the development thereof and also covenant from them to execute the conveyance of the said property in favour of their nominee/s. The said M/s. Indralok Developers have prepared a development plan and submitted the same to the Mira Bhayander Municipal Corporation for its sanction and approvals and accordingly the said MBMC sanctioned and approved plan and thereby granted and issued the Commencement Certificate (CC) for construction of 3 Buildings i.e. Building No.1 and 2 on Plot - A and Building No.3 on Plot -B as shown and depicted on the C.C..

THIS IS TO FUTRTHHER CERTIFY that the said M/s. INDRALOK DEVELOPERS, after acquiring the rights of development, construction of building and sale of flats from the parties above named and after acquiring the requisite permissions, sanctions and approvals from the authorities concerned, have assigned and transferred the aforesaid development rights in respect of Building/Wing No.2 as mentioned in the Commencement Certificate issued by MBMC to and in favour of M/s. JAK INFRA, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, having their registered office at having its Office at B/1003, Shankar Park, Shankar Lane, Kandivali (W), Mumbai-400067, by a Development Agreement dated 13/04/5016, duly registered under Doc. No.TNN-10/5518/2016 and a General Power of Attorney of same date duly registered under Doc. No.TNN-10/5520/2016, as mentioned therein and thereby M/s.

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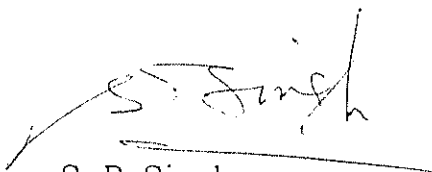
INDRALOK DEVELOPERS have transferred their rights of development as well as all the sanctions and permissions unto and in favour of M/s. JAK INFRA with exclusive rights to carry out and complete the constructions and sell the flats to any one of their choice free from all encumbrances of any nature to prospective buyers and ultimately a covenant for conveyance in favour of M/s. JAK INFRA or their nominee/s or co-operative Housing Society formed by the flat purchasers.

FROM the Revenue records, searches and documents placed before us and duly verified, examined and investigated by us, we hereby CERTIFY that the title of the Owners as named hereinabove in respect of the said property is clear, marketable and free from all encumbrances.

THUS the rights of development and construction of building/s and sale of flats granted, conferred and assigned to M/s. JAK INFRA as within mentioned is valid and subsisting and they are entitled to proceed with.

Place: BHAYANDER

DATE: 07/10/2016


S. P. Singh
Advocate, High Court