

Mukesh Jain  
Jaswant Khatodiya  
Divya Kundnani  
Hitesh Jain

406 & 407, A-Wing, Pinnacle Corporate Park,  
Opp. BKC Telephone Exchange,  
Bandra Kurla Complex, Mumbai - 400 051  
Tel. 022- 6725 8778 / 6725 8877  
Email : advmukeshjain@gmail.com

## TITLE CERTIFICATE

### TO WHOMSOEVER IT MAY CONCERN

Re: All that piece and parcel of lands bearing Survey No. 25, Hissa No. 1 admeasuring 3435 sq. meters and Survey No. 26, Hissa No. 5 admeasuring 4100 square meters both situated at Village Ghodbunder, Taluka & District Thane (collectively hereinafter referred to as the said "**Lands**").

This is to certify that under instructions of our client, Skylark Realtors Private Limited having its registered office at 4<sup>th</sup> Floor, Viraj Tower, Western Express Highway, Andheri (East), Mumbai-400093 ("**the Developer**"), we have investigated its right & interest in respect of the said Lands more particularly described in the Schedule hereunder written and certify the right & interest of our client in respect thereof as follows:

1. Title flow is as under;

A. **Survey No. 25, Hissa No. 1 admeasuring 3435 sq. meters ("First Land"):**

- i. Mr. Sadanand P. Hajare has been seized, possessed of and is the owner of all that piece and parcel of land bearing Survey No. 25, Hissa No. 1 admeasuring 3435 sq. meters situated at Village Ghodbunder, Taluka & District Thane which are more particularly described in the **Schedule** hereunder written.
- ii. Vide Joint Development Agreement dated 19th December 2011 ("**Development Agreement**") registered in the office of the Sub-Registrar, Thane – 4 under Sr. No. TNN4/09612/2011 dated 19th December, 2011 executed by and between M/s. SPH Agro Farms & Estate Pvt. Ltd ("**SPH Agro**") of the First Part, Mr. Sadanand P. Hajare of the Second Part and one J P Infra (Mumbai) Pvt. Ltd., of the Third Part, the parties thereto had agreed to carry out the development of properties inter alia the said First Land under a development scheme, at and on



the terms and conditions which are more particularly described in the said Development Agreement dated 19th December 2011.

- iii. By a Deed of Rectification dated 4<sup>th</sup> April, 2012 ("**Deed of Rectification**") registered on 24<sup>th</sup> April, 2012 in the office of the Sub-Registrar, Thane – 7 under Sr. No. TNN-7/3080/2012 executed by the said SPH Agro, Mr. Sadanand P. Hajare and J P Infra (Mumbai) Pvt. Ltd., the parties thereto modified some terms & conditions of the said Development Agreement referred hereinabove.
- iv. By a Supplementary to Joint Development Agreement dated 14<sup>th</sup> February 2017 ("**Supplementary to Joint Development Agreement**") registered on 20<sup>th</sup> February 2017 in the office of Joint Sub Registrar of Assurances Thane-12 bearing No, TNN-12-405 of 2017 executed by and between the said SPH Agro, Mr. Sadanand P. Hajare and J P Infra (Mumbai) Pvt. Ltd., the parties thereto agreed that as per the terms of the said Development Agreement and the said Deed of Rectification, the said SPH Agro & Mr. Sadanand P. Hajare shall get their share as per their of 50% of the total premises to be constructed in the Plot A, and said SPH Agro & Mr. Sadanand P. Hajare shall not have any right over the development in the Plot B subject to terms and conditions agreed therein.
- v. By a Further Supplementary Agreement to Joint Development Agreement ("**Further Supplementary Agreement to Joint Development Agreement**") dated 10<sup>th</sup> November, 2017 duly registered with the Office of the Joint Sub-Registrar of Assurances, Thane -12 vide registration no. TNN12-3288-2017 dated 10<sup>th</sup> November, 2017, executed by and between the said SPH Agro, Mr. Sadanand P. Hajare, J P Infra (Mumbai) Pvt. Ltd. and Skylark Realtors Private Limited (therein referred to as the Sub-Developers), J P Infra (Mumbai) Pvt. Ltd have agreed to grant the sub development right of the Plot B as mentioned therein inter alia including the said First Land in favour of Skylark Realtors Private Limited with the confirmation of the said SPH Agro & Mr. Sadanand P. Hajare at and on the terms and conditions which are more



particularly described in the said Further Supplementary Agreement to Joint Development Agreement dated 10<sup>th</sup> November, 2017. Skylark Realtors Private Limited was to develop the Plot B that comprised the said First Land as well as part of its large layout. It was agreed that Mr. Sadanand P. Hajare shall have no right on units being constructed by Skylark Realtors Private Limited in Plot B which inter alia includes the said First Land subject to terms and conditions of the said Further Supplementary Agreement to Joint Development Agreement &

- vi. The name of Mr. Sadanand P. Hajare has been recorded in the 7/12 extract in respect of the said First Land as the owner/khabjeddar vide Mutation Entry No. 1722.

**B. Survey No. 26, Hissa No. 5 admeasuring 4100 sq. meters ("Second Land"):**

- i. RNA CORP Pvt. Ltd. had under a Deed of Conveyance dated 18<sup>th</sup> November, 2006, registered in the Office of the Joint Sub-Registrar of Assurances, Thane-4 under Sr. No. TNN-4/9973/2006 on 2<sup>nd</sup> December, 2006 READ WITH Deed of Rectification dated 1<sup>st</sup> November, 2008 which is also duly registered in the office of Sub-registrar Thane at Sr. No. TNN-4/10121/2008 on 28<sup>th</sup> November, 2008, acquired right title and interest of all that piece and parcel of land bearing Survey No. 26 Hissa No. 5 admeasuring 4100 square meters or thereabouts situate, lying and being at Village Ghodbunder, Taluka and District Thane in the Registration District and Sub-District and more particularly described in the Schedule hereunder written, for the consideration and in the manner specified therein.
- ii. By an Agreement for Sale dated 22<sup>nd</sup> November, 2017 ("AFS") registered with the Joint Sub-Registrar of Assurances at Thane under Serial No. TNN-11/13099/2017 on 22<sup>nd</sup> November, 2017 executed by and between RNA CORP Pvt. Ltd. and Mrs. Rashi Agrawal, RNA CORP Pvt. Ltd had agreed to sell, convey, transfer, assign to Mrs. Rashi Agrawal the said Second Land for the consideration and in the manner specified therein. Simultaneously with the



- receipt of the agreed consideration as recorded therein, RNA CORP Pvt. Ltd has handed over vacant, peaceful and physical possession of the said Second Land to Mrs. Rashi Agrawal vide Possession Letter of even date as and by way of part performance as is contemplated under section 53A of Transfer of Property Act, 1882.
- iii. Pursuant to the said AFS, RNA CORP Pvt. Ltd has also executed a power of attorney dated 22<sup>nd</sup> November, 2017 ("POA") registered with the Joint Sub-Registrar of Assurances at Thane under Serial No. TNN-11/13100/2017 on 22<sup>nd</sup> November, 2017 in favour of Mrs. Rashi Agrawal, granting various powers in respect of the said Second Land as are set out therein.
- iv. In the premises aforesaid, Mrs. Rashi Agrawal is sufficiently seized and possessed of and otherwise well and sufficiently entitled to the said Second Land including the right to obtain conveyance for which an irrevocable power of attorney has been granted in favour of Mrs. Rashi Agarwal with vacant and peaceful possession thereof free from any encumbrance or third party right/claim.
- v. Vide Development Agreement dated 5<sup>th</sup> January, 2018 ("**Development Agreement**") registered in the office of the Sub-Registrar, Thane – 12 under Sr. No. TNN-12/463/2018 dated 5<sup>th</sup> January, 2018 executed by and between Mrs. Rashi Agrawal of the First Part, RNA CORP Pvt. Ltd of the Second Part and Skylark Realtors Private Limited of the Third Part, Mrs. Rashi Agrawal has agreed to grant the development right of the said Second LAND in favour of Skylark Realtors Private Limited with the confirmation of RNA CORP Pvt. Ltd at and on the terms and conditions which are more particularly described in the said Development Agreement dated 5<sup>th</sup> January, 2018. Mrs. Rashi Agrawal is entitled to a pre-defined percentage of revenue generated from the development potential of the said Second Land as is more particularly set out in the said Development Agreement dated 5<sup>th</sup> January, 2018.



2. As per approved layout dated 26/04/2018, the larger layout presently comprising land area admeasuring 85050 sq mtrs (which inter alia includes the said Lands) which is eligible exploit total FSI & TDR of 180327.09 sq mtrs as is set out therein. Presently, our client is undertaking development of various pieces and parcels of land described in the said layout plan with total built up area of 100645.24 sq mtrs which inter alia includes Building No. 1A & 1B. Our client is now constructing Building No. 1A & 1B having part stilt + part ground+ 1<sup>st</sup> to 23<sup>rd</sup> upper floors which is a part of the Larger Layout called as "**JP North-Alexa**" having total approved built up area of 14929.79 sq mtrs as per the aforesaid approved layout (hereinafter referred to as the said "**Building**"). The lands underneath the said Building having an aggregate area admeasuring 1345.87 sq mtrs being a part of the said Lands as is more set out in the approved plans dated 26/04/2018. Mira Bhayander Municipal Corporation (MBMC) had issued the CC and which was amended from time to time last being revised CC bearing No.Ja.Kra/Mi.Bha/Mnapa/Nar/563/2018-2019 dated 26/04/2018, ("**the Larger Layout-JP North**") in accordance with provisions of law as applicable from time to time, in the manner as stated herein.
3. The said First Land has been mortgaged in favour of Piramal Trusteeship Services Private Limited vide Debenture Trust cum Mortgage Deed dated 15<sup>th</sup> May, 2017 registered before the Sub-Registrar of Assurances, Mumbai under serial no. BBE-5/3004/2017.
4. The said Second Land has been mortgaged in favour of JM Financial Credit Solution Limited vide Indenture of Mortgage Deed dated 23<sup>rd</sup> August, 2017 registered before the Sub-Registrar of Assurances, Mumbai under serial no. BDR-4/7576/2017 & Indenture of Mortgage Deed dated 28<sup>th</sup> March, 2018 registered before the Sub-Registrar of Assurances, Mumbai under serial no. BDR-18/3212/2018.
5. Special Civil Suit bearing no. 648 of 2007 has been filed by Smt Leelabai Gajanan Patil & Rupesh Gajanan Patil being the legal representative of Late Mr. Gajanan Patil against Shri Dnyaneshwar Shivram Patil & others ("Pending Suit") in respect of the Second Land i.e survey No. 26, Hissa No. 5. Neither RNA CORP Pvt. Ltd/ Mrs. Rashi Agrawal nor Skylark Realtors Private Limited are party to the said Pending Suit and



3830 sq mtrs, all situate, lying and being at village Ghodbunder, Tal. & Dist. Thane within the limits of Mira Bhayandar Municipal Corporation.

10. In the light of the above, it is stated that the right, title and interest of our client namely, SKYLARK REALTORS PRIVATE LIMITED as the Developer of the said Lands and as the beneficial owner of the said 'road set back FSI/TDR, Road widening FSI of the very same plot' is unencumbered and marketable subject to (i) subsisting charge in favour of Piramal Trusteeship Services Private Limited & JM Financial Credit Solution Limited (ii) obligation under Further Supplementary Agreement to Joint Development Agreement dated 10<sup>th</sup> November, 2017 and (iii) right & interest of buyers of various flats in the project, if any.

**THE SCHEDULE REFERRED HEREINABOVE**  
**(said Lands)**

**First Land**

**ALL THAT** piece and parcel of land bearing Survey No. 25, Hissa No. 1 admeasuring 3435 sq. meters lying, being and situate at Village Ghodbunder, Taluka and District Thane in the Registration District and Sub-District of Thane within the limits of Mira Bhayander Municipal Corporation and in the Konkan Division of the State of Maharashtra.

**Second Land**

**ALL THAT** piece and parcel of land bearing Survey No. 26, Hissa No. 5 admeasuring 4100 sq. meters lying, being and situate at Village Ghodbunder, Taluka and District Thane in the Registration District and Sub-District of Thane within the limits of Mira Bhayander Municipal Corporation and in the Konkan Division of the State of Maharashtra.



hence not aware of the claims and contentions of the plaintiffs thereof. However, RNA CORP Pvt. Ltd had acquired its title from its predecessors in title & had paid full consideration inter alia including the balance amount then payable to Late Mr. Gajanan Patil & therefore the Pending Suit is likely to be devoid of any sustainable cause of action.

6. We have caused to be taken searches in the office of the Sub Registrar of Assurances in respect of the said Lands. We have also caused to be inserted public notice in local newspapers. We have not received any third party claim whatsoever in respect thereof.
7. The client has informed us that:
  - (i) The said Lands are in the sole and exclusive possession of our client.
  - (ii) There are no lessees or tenants or licensees with respect to the said Lands, third party structures standing thereon or any part thereof; and
  - (iii) There are no disputes/litigations with respect to the said Lands save and except whatever stated hereinabove.
8. We have perused the copies of the documents of title relating to the said Lands. We have relied upon information given to us by our client from time to time.
9. We have been informed that the FSI utilized for the said Building as per duly approved plans mentioned hereinabove consists of 'road set back FSI/TDR, Road widening FSI of the very same plot', if any' acquired from M/s. Salasar Estate Developers LLP & M/s. Anuswar Enterprises under Agreement dated 5<sup>th</sup> March, 2018 registered with the Joint Sub-Registrar of Assurances at Thane under Serial No. TNN-1/3184/2018 on 5<sup>th</sup> March, 2018 in respect of all that piece and parcel of lands bearing (1) Survey No.113, Hissa No.1, admeasuring 400 sq. meters, (2) Survey No.114, Hissa No.1, admeasuring 910 sq. meters, (3) Survey No.114, Hissa No.3, admeasuring 450 sq. meters (4) Survey No.114, Hissa No.4, admeasuring 680 sq. Situate (5) Survey No.114, Hissa No.6, admeasuring 1390 sq. mtrs., aggregating to



**Foot print Area of the Building "JP North-Alexa"**

Portion of an area adm 230.96 sq mtrs out of Survey No. 25, Hissa No. 1 and portion of an area adm 1114.91 sq mtrs out of Survey No. 26, Hissa No. 5, aggregating to 1345.87 sq mtrs.

Place: Mumbai

Date: 7<sup>th</sup> June, 2018



Mukesh Jain  
Advocate