

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 (i) Survey No. 21/2A (part) admeasuring 685 sq. meters (ii) Survey No. 21/2B (part) admeasuring 6612 square meters, (iii) Survey No. 22/2 (part) admeasuring 860 sq. meters & (iv) Survey No. 24/3 admeasuring 19425 sq. meters, all situated at Village Ghodbunder, Taluka & District Thane (collectively hereinafter referred to as the said "**Lands**").

This is to certify that under instructions of our clients, 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 development rights of the said Land or ground more particularly described in the Schedule hereunder written and certify the right & interest of our clients in respect thereof as follows:

1. Title flow is as under;
  - a. Vide Indenture of Conveyance dated 1<sup>st</sup> July 2015 registered the Sub-Registrar of Assurances, Thane under serial no. TNN-7/4556/2015 on 1<sup>st</sup> July 2015, RNA Corp Pvt. Ltd. granted, sold, conveyed and transferred its right, title and interest in land bearing Survey No. 21/2A(pt.) admeasuring 685 sq. mtrs. situated at Village Ghodbunder, Taluka & District Thane in favour M/s J P Infra Constructions, a partnership firm registered under the Indian Partnership Act, 1932 having its registered office at 4<sup>th</sup> Floor, Viraj Tower, Western Express Highway, Andheri (East), Mumbai-400093 ("**the Firm**") which is more particularly described in the **Schedule** hereunder written on the terms and conditions as set out therein [hereinafter referred to as the said "**First Land**"];



- b. Vide Indenture of Conveyance dated 1<sup>st</sup> July 2015 registered the Sub-Registrar of Assurances under serial no. TNN-7/4557/2015 dated 1<sup>st</sup> July 2015, RNA Corp Pvt. Ltd. granted, sold, conveyed and transferred its right, title and interest in land bearing Survey No. 21/2B(pt.) admeasuring 6612 sq. mtrs. situated at Village Ghodbunder, Taluka & District Thane in favour of the said Firm which is more particularly described in the **Schedule** hereunder written on the terms and conditions as set out therein [hereinafter referred to as the said "**Second Land**"];
- c. Vide Indenture of Conveyance dated 6<sup>th</sup> August, 2016 registered the Sub-Registrar of Assurances under serial no. TNN-4/3687/2016 dated 6<sup>th</sup> August, 2016 ("**Conveyance of Skylark**"), the vendors therein with the confirmation of the Confirming Party, granted, sold, conveyed and transferred its right, title and interest in land bearing Survey No. 22/2 admeasuring 860 sq. mtrs. situated at Village Ghodbunder, Taluka & District Thane in favour of our clients i.e SKYLARK REALTORS PRIVATE LIMITED, which is more particularly described in the **Schedule** hereunder written on the terms and conditions as set out therein [hereinafter referred to as the said "**Third Land**"]; &
- d. Vide Development Agreement dated 5<sup>th</sup> September, 2014 registered before the Sub-Registrar of Assurances under serial no. TNN-4/5181/2014 dated 5<sup>th</sup> September, 2014 read with subsequent documents (hereinafter referred to as the said "**Development Agreement No.1**") executed by and between the owners mentioned therein and our clients i.e SKYLARK REALTORS PRIVATE LIMITED, the owners therein granted development rights of land bearing Survey No. 24/3 admeasuring 19425 sq. mtrs. situated at Village Ghodbunder, Taluka & District Thane in favour of our clients for consideration and upon detailed terms and conditions set out therein inter alia including the right to club the land with the adjoining lands/project, which is more particularly described in the **Schedule** [hereinafter referred to as the said "**Fourth Land**"].



2. The said M/s J P Infra Constructions has been converted into a private limited company namely **J P Infra Constructions Private Limited** as per the provisions of the Companies Act, 2013 vide Certificate of Incorporation dated 21.11.2016 issued by Registrar of Companies, Central Registration Centre.
3. Vide Development Agreement dated 28<sup>th</sup> June, 2017 registered before the Sub-Registrar of Assurances under serial no. TNN-12/1754/2017 dated 28<sup>th</sup> June, 2017 (hereinafter referred to as the said "**Development Agreement No.2**") executed by and between **J P Infra Constructions Private Limited** and our clients i.e SKYLARK REALTORS PRIVATE LIMITED, the said **J P Infra Constructions Private Limited** granted development rights of the said First Land and Second Land in favour of our clients for consideration and upon detailed terms and conditions set out therein inter alia including to club the land with the adjoining lands/project.
4. In the above premises, our clients became entitled to (i) develop the First Land & Second Land as per the said Development Agreement No.2 (ii) develop the said Third Land as the owner thereof & (iii) develop and club part of said Fourth Land or part thereof as per the said Development Agreement No.1 inter alia with the First, Second and Third Land.
5. Mira Bhayander Municipal Corporation (MBMC) sanctioned the layout plan and has issued the CC bearing No.Ja.Kra/Mi.Bha/Mnapa/Nar/573/2016-17 dated 11/05/2016, which was amended vide the revised CC bearing No. Ja. Kra/Mi. Bha/Mnapa/Nar/2311/2016-17 dated 11/08/2016, last being vide the revised CC bearing No. Ja. Kra/Mi. Bha/Mnapa/Nar/1532/2017-18 dated 14/07/2017 inter alia for construction of Building No. 3 comprising of two wings viz. A & B wings of part stilt + part ground +2 podium levels (1<sup>st</sup> & 2<sup>nd</sup> floors) + 3<sup>rd</sup> to 23<sup>rd</sup> upper floors collectively "**JP North - Atria**" (hereinafter referred to as the said "**Building**"), which is a part of a larger layout of other buildings approved for construction on other adjoining plots of lands. The lands underneath of the said Building having an aggregate area admeasuring 2899.79 sq mtrs out of the said Lands as is more set out in the approved plans dated 14/07/2017.



6. The said First Land and Second Land have been mortgaged in favour Catalyst Trusteeship Limited as per the terms of Indenture of Mortgage dated 15<sup>th</sup> May, 2017 registered with the Joint Sub-Registrar of Assurances, Mumbai City-5 at Sr. No. BBE-5/3004/2017.
7. The said Third and Fourth Land have been has been mortgaged in favour of Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Limited) as per diverse deeds and documents.
8. We have caused to be taken searches in the office of the Sub Registrar of Assurances in respect of the Scheduled Property. We have also caused to be inserted public notice in local newspapers. We have not received any third party claim whatsoever in respect thereof.
9. The client has furnished to us Declaration cum Indemnity stating that there is no subsisting encumbrance, lien, charge or adverse interest of any nature whatsoever with respect to the said Lands save and except as stated hereinabove.
10. The clients have also informed us that:
  - (i) The said Lands are in the sole and exclusive possession of the respective Owners as the owners thereof subject to rights and entitlements of the Developer.
  - (ii) There are no lessees or tenants or licensees with respect to the said Lands, the structures standing thereon or any part thereof; and
  - (iii) There are no disputes/litigations with respect to the said Lands.
11. 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 clients from time to time.
12. In the light of the above, it is stated that the right and interest of our clients namely, SKYLARK REALTORS PRIVATE LIMITED being the development rights of the said



First Land, Second Land & Fourth Land arising out of the Development Agreement No. 2 & 1 respectively and as Owner of Third Land is unencumbered and marketable subject to subsisting charge in favour of Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Limited) and obligations towards the Owners under the said Development Agreement No. 2 & 1 and right & interest of buyers of various flats in the Project.

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

**First Land**

**ALL THAT** piece and parcel of land bearing Survey No. 21/2A (part) admeasuring 685 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 or parcel of land admeasuring bearing Survey No. 21/2B(part) admeasuring 6612 square 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.

**Third Land**

**ALL THAT** piece or parcel of land admeasuring bearing Survey No. 22/2 admeasuring 860 sq. mtrs 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



## Fourth Land

**ALL THAT** piece or parcel of land admeasuring bearing Survey No. 24/3 admeasuring 19425 sq. mtrs 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

Place: Mumbai

Date: 29<sup>th</sup> July, 2017

