

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.

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re: All that pieces and parcels of land bearing (i) Survey No. 20, Hissa No. 1 admeasuring 1670 sq. meters out of which area admeasuring 591.56 sq. mtrs surrendered to Mira Bhayander Municipal Corporation (**MBMC**) (ii) Survey No. 20, Hissa No. 2 admeasuring 810 sq. meters out of which area admeasuring 509.09 sq. mtrs surrendered to MBMC and (iii) Survey No. 31, Hissa No. 4 admeasuring 4260 sq. meters out of which area admeasuring 1853.49 sq. mtrs surrendered to MBMC, all situated, lying and being at Village Ghodbunder, Taluka and District Thane within the limits of Mira Bhayander Municipal Corporation (**MBMC**) (hereinafter collectively referred to as "**the said Lands**" and more particularly described in the First Schedule).

1. I have been requested by my Client JP Infra Residency Pvt. Ltd. erstwhile M/s. Shree Mahalaxmi Developers a registered partnership firm, and now having been converted to a Private Limited Company vide Certificate of Incorporation dated 08th November, 2019 duly issued by the Registrar of Companies and having its registered office address at 4th Floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400 093 to issue Title Certificate in respect of the above referred Lands.

2. I have perused the revenue records viz. the 7/12 Extracts and copies of documents of title that were produced before me.

The facts relating to the above referred Lands as they appear from the documents produced before me are as under:-

- a. By and under a Deed of Conveyance dated 28th April, 2015 registered in the Office of the Joint Sub-Registrar of Assurances, Thane-7 under Serial No. TNN-7/3203/2015 on 28th April, 2015 executed by and between RNA Corp Pvt Ltd. (as the "Owner" therein) and my Client (as the "Purchaser" therein), the said RNA Corp Pvt Ltd had conveyed and sold (i) part of land admeasuring 1069 sq. mtrs out of Survey No. 20, Hissa No.1 totally admeasuring 1670 sq. meters (ii) part of land admeasuring 314 sq. mtrs out of Survey No. 20, Hissa No. 2 totally admeasuring 810 sq. meters and (iii) part of land admeasuring 2561 sq. mtrs out of Survey No. 31, Hissa No. 4 totally admeasuring 4260 sq. meters to my Client for the consideration and in the manner specified therein.
- b. By and under a Deed of Conveyance dated 16th November, 2017 registered in the Office of the Joint Sub-Registrar of Assurances, Thane-12 under Serial No. TNN-12/3325/2017 on 16th November, 2017 executed by and between RNA Corp Pvt Ltd (as the "Owner" therein) and Smt. Anita Kamal Jain (as the "Purchaser" therein), the said RNA Corp Pvt Ltd had conveyed and sold (i) the remaining part of land admeasuring 601 sq. mtrs. out of Survey No. 20, Hissa No.1 totally admeasuring 1670 sq. mtrs (ii) remaining part of land admeasuring 496 sq. mtrs. out of Survey No. 20, Hissa No. 2 totally admeasuring 810 sq. meters and (iii) remaining part of land admeasuring 1699 sq.

mtrs. out of Survey No. 31, Hissa No. 4 totally admeasuring 4260 sq. meters to Smt. Anita Kamal Jain for the consideration and in the manner specified therein.

- c. The said Smt. Anita Kamal Jain had entered into a Development Agreement dated 11th January, 2018 registered with the Joint Sub-Registrar of Assurances at Thane-12 under Serial No. TNN-12/855/2018 on 11th January, 2018 with my Client in respect of (i) land admeasuring 601 sq. mtrs. of Survey No. 20, Hissa No.1 (ii) land admeasuring 496 sq. mtrs. of Survey No. 20, Hissa No. 2 and (iii) land admeasuring 1699 sq. mtrs. of Survey No. 31, Hissa No. 4, vide which the said Smt. Anita Kamal Jain had granted development potential inter alia 'road set back FSI/TDR, Road widening FSI of the very same plot, if any' for the consideration and in the manner specified therein. The said Smt. Anita Kamal Jain had also granted various powers including power to avail TDR etc vide registered power of attorney dated 11th January, 2018 registered with Joint Sub-Registrar of Assurances, Thane-12 under Serial No. TNN-12/856/2018.
- d. By and under an Agreement dated 20th January, 2018 registered in the Office of the Joint Sub-Registrar of Assurances, Thane-7 under Serial No. TNN-7/1065/2018 on 20th January, 2018 executed by and between the said Smt. Anita Kamal Jain, my Client and the Commissioner of Mira Bhayander Municipal Corporation, the said Smt. Anita Kamal Jain and my Client handed over the possession of lands falling under D.P. Road reservations being (i) land admeasuring 591.56 sq. mtrs out of Survey No. 20, Hissa No.1 (ii) land admeasuring 509.09 out of Survey No. 20, Hissa No. 2 and (iii) land admeasuring 1853.49

sq. mtrs. out of Survey No. 31, Hissa No. 4 against Road setback/FSI/TDR and in the manner specified therein.

- e. Vide Deed of Cancellation dated 17th December, 2019 registered with Joint Sub-Registrar of Assurances, Thane-4 under Serial No. TNN-4/12490/2019 on 17th December, 2019 executed by and between Smt. Anita Kamal Jain (as the "Owner" therein) and my client (as the "Developer" therein), the parties have cancelled Development Agreement dated 11th January, 2018 registered with the Joint Sub-Registrar of Assurances at Thane-12 under Serial No. TNN-12/855/2018 on 11th January, 2018 in respect of the said Lands as per the terms and conditions specified therein.
- f. By and under a Deed of Conveyance dated 17th December, 2019 registered in the Office of the Joint Sub-Registrar of Assurances, Thane-4 under Serial No. TNN-4/12488/2019 on 17th December, 2019 executed by and between Smt. Anita Kamal Jain (as the "Owner" therein) and my Client (as the "Purchaser" therein), the said Smt. Anita Kamal Jain had conveyed and sold the left over land (after handing over land admeasuring 591.56 sq. mtrs to MBMC falling under DP Road) admeasuring 9.44 sq. mtrs of Survey No. 20, Hissa No. 1 (pt) situated, lying and being at Village Ghodbunder, Taluka and District Thane to my Client for the consideration and in the manner specified therein. The said Smt. Anita Kamal Jain granted in favour of my Client Power of Attorney dated 17th December, 2019 and it was registered with Joint Sub-Registrar of Assurances, Thane-4 under Serial No. TNN-4/12491/2019 on 17th December, 2019. Further, the said Smt. Anita Kamal Jain also substituted my Client in place of

herself in respect of Power of Attorney dated 16th November, 2017 (registered under Serial no. TNN-12/3326/2017 with Joint Sub-Registrar of Assurances, Thane-12) granted by RNA Corp Pvt Ltd, vide substituted registered power of attorney dated 17th December, 2019 registered with Joint Sub-Registrar of Assurances, Thane-4 under Serial No. TNN-4/12492/2019 on 17th December, 2019.

- g. Vide Agreement dated 17th December, 2019 registered with Joint Sub-Registrar of Assurances, Thane-4 under Serial No. TNN-4/12513/2019 on 18th December, 2019 executed by and between Smt. Anita Kamal Jain (as the "Vendor" therein) and my Client (as the "Purchaser" therein), the said Smt. Anita Kamal Jain has granted, assigned and transferred to my Client, FSI/TDR/SETBACK/Road widening FSI admeasuring 5991.10 sq. mtrs generated in lieu of the surrender of lands i.e. (i) land admeasuring 591.56 sq. mtrs of Survey No. 20, Hissa No.1 (ii) land admeasuring 496 of Survey No. 20, Hissa No. 2 and (iii) land admeasuring 1699 of Survey No. 31, Hissa No. 4, situated, lying and being at Village Ghodbunder, Taluka and District Thane to MBMC, for the consideration and in the manner specified therein. The said Smt. Anita Kamal Jain had also granted various powers in favour of my Client pursuant to the said Agreement dated 17th December, 2019 vide registered power of attorney dated 17th December, 2019 registered with Joint Sub-Registrar of Assurances, Thane-4 under Serial No. TNN-4/12515/2019 on 18th December, 2019.

h. Pursuant to the above stated facts, as on date my Client is seized, well and sufficiently entitled to the portion of land out of the said Lands ("**the said portion of Land**") which is herein mentioned below and more particularly described in the Second Schedule :-

Survey No.	Hissa No.	Area (in sq. mtrs)
20	1	1078.44
20	2	300.91
31	4	2406.51

i. My Client has further informed that the process of the mutation entry in the 7/12 Extracts with regard to the said portion of land has commenced begun and the 7/12 Extracts will be updated.

3. The said portion of Land along with the receivables have been mortgaged in favour of L&T Housing Finance Ltd. vide Indenture of Mortgage dated 13th January, 2020 registered with the Sub-Registrar of Assurance, Thane No. 10 under Serial No. TNN-10/339/2020.
4. I have caused searches in the offices of the Sub-Registrar of Assurances in respect of the said Lands. On perusal of the Search Reports dated 06th October, 2020 and other available documents, I observe that there is nothing material or adverse remarks in any manner affecting the ownership title of my Client in respect of the said Lands.

5. I have inserted public notices in local newspapers i.e. Free Press Journal (English) and Navshakti (Marathi), both Mumbai editions, dated 05th October, 2020 and I have not received any third party claims and objections whatsoever in respect thereof till date.
6. My Client has also informed me that excluding the pieces and land surrendered to MBMC:
- (i) The said portion of Land are in the sole and exclusive possession of my Client.
 - (ii) There are no lessees or tenants or licensees with respect to the said portion of Land, third party structures standing thereon or any part thereof;
 - (iii) There is no subsisting encumbrance, lien, charge or adverse interest of any nature whatsoever with respect to the said portion of Land save and except as stated hereinabove; and
 - (iv) Save and except what is stated hereinabove, there is no dispute/litigation with respect to the said portion of Land.
7. In the light of the above, it is stated that the right, title and interest of my Client namely, JP Infra Residency Pvt. Ltd. being the Owner of the said portion of Land is clear, unencumbered and marketable subject to (i) subsisting charge in favour of L&T Housing Finance Ltd. as set out hereinabove.

The First Schedule referred hereinabove

("the said Lands")

All that pieces and parcels of land bearing (i) Survey No. 20, Hissa No. 1 admeasuring 1670 sq. meters out of which area admeasuring 591.56 sq. mtrs surrendered to MBMC (ii) Survey No. 20, Hissa No. 2 admeasuring 810 sq. meters out of which area admeasuring 509.09 sq. mtrs

surrendered to MBMC and (iii) Survey No. 31, Hissa No. 4 admeasuring 4260 sq. meters out of which area adm. 1853.49 sq. mtrs surrendered to MBMC, all situated, lying and being at Village Ghodbunder, Taluka & District Thane within the limits of Mira Bhayander Municipal Corporation ('MBMC').

The Second Schedule referred hereinabove
("the said portion of Land")

All that pieces and parcels of land bearing (i) Survey No. 20, Hissa No. 1 admeasuring 1078.44 sq. meters (ii) Survey No. 20, Hissa No. 2 admeasuring 300.91 sq. mtrs and (iii) Survey No. 31, Hissa No. 4 admeasuring 2406.51 sq. mtrs, all situated, lying and being at Village Ghodbunder, Taluka & District Thane within the limits of Mira Bhayander Municipal Corporation ('MBMC').



CECIL SAM PHILIP
ADVOCATE

Cecil Sam Philip

Advocate

Place: Mumbai

Dated: 4th December, 2020