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TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re: ALL THAT pieces and parcels of lands bearing: -

- (1) Survey No.110, Hissa No.1 (part) admeasuring 8377 sq. mtrs.
- (2) Old Survey No.224, Hissa Nos.1A & 1B [New Survey No. 224, Hissa No. 1B] admeasuring 2,498 sq. mtrs.
- (3) Survey No.26, Hissa No.7 admeasuring 50 sq. mtrs. &
- (4) Survey No.26, Hissa No.8 (part) admeasuring 765 sq. mtrs.

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

This is to certify that under instructions of our Clients, **M/s. J P INFRA (MUMBAI) PVT. LTD.** having its registered office address at 4th Floor, 401-402, Viraj Towers, Western Express Highway, Andheri (East), Mumbai - 400 093 ("**the Developer**"); we have investigated its rights and interest in respect of the development rights of the said Property or ground more particularly descried in the Third Schedule hereunder written and certify the right and interest of our clients in respect thereof as follows:-

1. M/s. SPH Agro Farms & Estate Pvt. Ltd. through its Director Mr. Sadanand P. Hajare has been seized, possessed of and is the owner of all thatpieces and parcels of non-agricultural lands which are more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the said "**D A Property**").



2. The name of the said M/s. SPH Agro Farms & Estate Pvt. Ltd. through its Director Mr. Sadanand P. Hajare has been duly recorded in the 7/12 Extract in respect of the said DA Property.
3. The said SPH through its Director Mr. Sadanand P. Hajare is hereinafter referred to as the "**Owner**".
4. By and vide a duly registered Joint Development Agreement dated 19th December 2011, registered in the office of the Sub-Registrar, Thane-4 under Sr. No. TNN4/09612/2011 dated 19th December, 2011 executed by the said Owner/s of One Part and the Developer of the Other Part, the parties thereto have agreed to carry out the development work of the said D A Property under a joint development scheme, on the terms and conditions which are more particularly described in the said Joint Development Agreement dated 19th December 2011.
5. The said SPH and said Shri Sadanand Pundalik Hajare have executed a power of attorney dated 19th December, 2011 in favour of Mr. Vijay Jain, nominee of the Developer herein authorizing the Developer to do and carry out the various acts, deeds, matters and things in respect of the said property as contained therein. The power of attorney is duly registered with the Sub-Registrar of Assurances, Thane-4, at sr. no. TNN4/09613/2011 dated 19th December, 2011.
6. By and vide a duly registered Deed of Rectification dated 04th April 2012, registered in the office of the Sub-Registrar, Thane- 7 under Sr. No. TNN 7/3080/2012 executed by the said M/s. SPH Agro Farms & Estate Pvt. Ltd. and said Shri Sadanand Pundalik Hajare of One Part and the Developer of the Other Part, the parties modified some terms and conditions of the said Joint Development Agreement dated 19th December, 2011 as set out therein.
7. There is a DP Road passing through the said D A Property and hence the said D A Property is naturally getting divided into two parts and out of these two parts:



- i. Plot A comprises of the following lands: -

<u>Sr. No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area in Sq. mtrs.</u>
1.	110	1(pt)	8377
2.	224	1A & 1B [New No. 1B]	2498
		TOTAL	10875
	As per approved plans		10865.37

- ii. Plot B comprises of the following lands: -

<u>Sr. No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area in Sq. mtrs.</u>
1.	25	1(pt)	3252
2.	26	9	704
3.	26	8(pt)	70
4.	110	1(pt)	661
5.	110	4(pt)	20
		TOTAL	4707
	As per approved plans		4701.85

8. M/s. JP Infra Constructions, a partnership firm ("**JPIC**") was the owner of a contiguous pieces and parcels of lands bearing Survey no. 26, Hissa no. 7 adm 50 sqmtrs and Survey no. 26, Hissa no. 8 (part) adm 765 sqmtrs aggregating 815 sqmtrs. JPIC has since been converted into a company namely **J P Infra ConstructionsPrivate Limited**vide Certificate of Incorporation dated 21.11.2016 issued by Registrar of Companies, Central Registration Centre.
9. The Developer herein has purchased from **J P Infra ConstructionsPrivate Limited** all that lands bearing Survey no. 26, Hissa no. 7 adm. 50 sq. mtrs. and Survey no. 26, Hissa no. 8 (part) adm.636 sq. mtrs., aggregating 686 sq. mtrs. and more particularly described in the Second Schedule hereunder written. (Hereinafter referred to as "**JPIM**")



Clubbed Property") vide Indenture of Conveyance dated 17th March, 2017 registered with Sub Registrar of Sub-Assurances at Thane under sr. no. TNN-7/3600/2017 and thus became owner of the said JPIM Clubbed Property.

10. The name of the erstwhile owner viz. said M/s JP Infra Constructions through its Partner Mr. Vijay Jain has been duly recorded in the 7/12 Extract in respect of the said JPIM Property. The name of the company namely J P Infra Constructions Private Limited and subsequently that of the Developer herein (the present owner of the JPIM Property) has not yet been recorded.
11. For the sake of better planning, the said JPIM Property adm. 686 sq. mtrs. (hereinafter referred to as "**JPIM Clubbed Property**") was amalgamated with Plot A of the D A Property (hereinafter collectively referred to as the said "**Property**") which is more particularly described in the Third Schedule appearing hereinafter.
12. The parties obtained approval from MBMC of layout plan and building plans from time to time, last being IOD and CC bearing No. Ja. Kra/ Mi.Bha/ Manapa/Nar/1380/2017-18 dated 5th July, 2017 for the construction of Wing A, Wing B and Wing C, comprising of Part Ground with Shops and Part Stilt + 1st Floor to 15th upper Floors of the main building known as "**JP North - Celeste**" along with a Club house comprising of Ground + 1st Floor (Free of FSI) on the said Property.
13. As per the said Joint Development Agreement dated 19th December, 2011 and the said Deed of Rectification dated 04th April, 2012 made by and between the Owners of the said D A Property and the Developers herein and therein, each of the said parties is entitled to 50% of the total premises to be constructed on the said D A Property. Accordingly, each of the said parties has become entitled to 50% of the total constructed area generated from utilization of the entire development potential of Plot A of the said D A Property. By an agreement dated 14th February, 2017 made by and between the said Owners and the said Developers of the said D A Property and duly registered with the Joint Sub-Registrar of Assurances, Thane-12, on 20th February, 2017 vide Document No. TNN12/405/2017, the said parties have earmarked among themselves various flats in the building as per a chart annexed thereto and also



hereto, so that the Developer has become entitled to sell the flats coming to the share of the Developer ("**Developers Premises**").

14. A part of Survey no. 110, Hissa no. 1 (part) was declared surplus vacant land as per the provisions of Urban Land Ceiling & Regulation Land Act, 1976 by order dated 31st March, 1988 passed under section 8(4) of the said Act. Pursuant thereto, the Competent Authority constituted under the said Act passed an order dated 29th August, 1994 approving a scheme under section 20(1) of the said Act as per the terms and conditions set out therein. The said scheme approved by the Competent Authority was revalidated by order dated 21st July, 2016 and the said extension is valid up to 3rd August, 2017. The Owner has to surrender the tenements to the government as set out in the scheme. The occupation certificate in respect of the remaining premises coming up on or corresponding to Survey no. 110, Hissa no. 1 (pt) or part thereof shall be granted only after discharge of obligation cast on the Owners under the scheme framed as above under section 20 (1) of the said Act. As per an understanding between the Owner and the Developer, as is set out in deed dated 14th February, 2017 notarized on 20th February, 2017 executed by the said Owner, the Owner has confirmed that it will be their responsibility to discharge the obligation arising out of the scheme sanctioned under section 20(1) of the said Act from their share of the constructed premises, so that the Developer's Premises shall be free of any ULC Act obligations.
15. The Owners vide Agreement dated 22nd June, 2015 handed over an area adm 2499.01 sqmtrs for widening of D.P Road out of land bearing Survey No. 110, Hissa No. 1 (pt) and New Survey No. 224, Hissa No. 1B to MBMC. The Agreement is duly registered with the Joint Sub-Registrar of Assurances, Thane-7, on 23rd June, 2015 vide Document No. TNN7/4412/2015.
16. The said Property have been mortgaged in favour **CATALYST TRUSTEESHIP LIMITED** as per the terms of Indenture of Mortgage dated 15th May, 2017 registered with the Joint Sub-Registrar of Assurances, Mumbai City-5 at Sr. No. BBE-5/3004/2017.



17. We have caused to be taken searches in the offices of the Sub-Registrar of Assurances in respect of the said Property. On perusal of the Search Report and other available documents, we observe that in addition to the documents mentioned herein, the following notices of *lispendens* in respect of which the legal proceedings are underway are reflected therein;
- a. Notice of *lispendens* registered on 17th April, 2013 with the office of the Sub-Registrar of Assurances at Serial No. TNN-7/3795 of 2013 by Prabhakar Sitaram Patil and others in respect of Survey No. 224 and Hissa No. 1A and 1B The Suit bearing no. 200178 of 2013 is at evidence stage. Ad-interim relief has been denied by the trial court and the order confirmed by the Hon'ble High Court, Bombay.
 - b. Notice of *lispendens* registered on 1st June, 2016 and registered with the office of the Sub-Registrar of Assurances at Serial No. TNN-7/7202/2016 by Madhuri Hansraj Patil in respect of inter-alia Survey No. 110/1. The Plaintiffs in Suit bearing no. 403 of 2016 has challenged the consent decree dated 3.12.2011 in Special Civil Suit No. 606 of 2009. Apart from being barred by limitation, the Suit may also be devoid of a maintainable cause of action as the Plaintiff appears to have been a party to the consent terms.
18. Special Civil Suit bearing no. 200353 of 2008 has been filed by the Goyal Properties Estate Pvt Ltd & Anr vs Parvatibai Rajaram Patil & Ors in respect of Survey No. 224 and Hissa No. 1B, wherein the Plaintiffs inter alia prayed for specific performance of Agreement against the Defendants therein. It appears that the Suit is infructuous as the erstwhile alleged protected tenancy of the Defendants has since been terminated and we have not come across any remedial proceedings from the said erstwhile alleged protected tenants i.e the Defendants herein. Moreover neither the Owners nor its predecessor in title have been made parties to the suit.
19. We have also caused to be inserted Public Notices in local newspapers in respect of the said Property; save and except one claim received from Advocate N. N. Jadhav



representing the Plaintiffs in the Special Civil Suit No. 200178 of 2013 READ WITH aforesaid Notice of *lis pendens* registered on 17th April, 2013 and registered with the office of the Sub-Registrar of Assurances at Serial No. TNN-7/3795 of 2013, no other claim was received in respect of the said notices However, in response to earlier public notice, some claims were received from erstwhile alleged protected tenants and/or persons claiming through them. With the removal of the names of the said erstwhile alleged protected tenants from the records of rights by due process of law, all those purported claims legally become non-est.

20. In the light of the above, it is stated that the right and interest of our client namely **M/s JP INFRA (MUMBAI) PVT. LTD.** having the development rights of the said D A Property arising out of the Development Agreement dated 19.11.2011 in respect to Plot A of the said D A Property and the right, title and interest of the said JPIM Clubbed Property as owner is clear, marketable and free from encumbrances subject to the rights of the Owner of the said D A Property of their respective flats, the right of the mortgagee as mentioned above and right and interest of buyers of various flats sold/allotted/booked.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(the said D A Property)

All that piece or parcels of lands admeasuring in aggregate **16755** square meters situate, lying and being at Village Gbhodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation bearing Survey Nos. as under:

<u>Sr. No.</u>	<u>Survey No.</u>	<u>Hissa No.</u>	<u>Area in Sq. Mtrs.</u>
1	25	1 (pt)	3435
2	26	8 (pt)	70
3	26	9	1060
4	110	1 (pt)	9672
5	110	4 (pt)	20



6	224	1A and 1B [New No. 1B]	2498
		Total	16755

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(the said JPIM Clubbed Property)

All that piece or parcels of lands admeasuring in aggregate 686 square meters situate, lying and being at Village Gbhodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation bearing Survey Nos. as under:

<u>Sr. No.</u>	<u>S. No.</u>	<u>Hissa No.</u>	<u>Area (in Square Meters)</u>
1.	26	7	50
2.	26	8 (pt)	636
		Total	686

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(The said Property)

A) Firstly: Plot A of the D A Property:

All that pieces or parcels of lands admeasuring in aggregate 10875 square meters situate, lying and being at Village Gbhodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Road Municipal Corporation bearing Survey Nos. as under:

<u>Sr.</u>	<u>Survey</u>	<u>Hissa No.</u>	<u>Area in Sq. Mtrs.</u>
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<u>No.</u>	<u>No.</u>		
1	110	1 (pt)	8377
2	224	1A and 1B [New No. 1B]	2498
		Total	10875

B) Secondly: JPIM Clubbed Property

the said JPIM Clubbed Property as appearing in the Second Schedule hereinabove.

Place: Mumbai

Date: 28th July, 2017

Mukesh Jain
Advocate