



**Rajendra D. Tambe**  
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**Advocate High Court.**

Enroll No. Mah/3758/2002

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## **TITLE CERTIFICATE**

### **TO WHOM SO EVER IT MAY CONCERN**

**Reference :- Plot No.5, containing by measurement 1599.66 Sq.mtrs at Sector-19, at Ulwe node of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, in Taluka- Panvel, District- Raigad.**

Pursuant to the search and investigation of the title of Plot No.5, containing by measurement 1599.66 Sq.mtrs at Sector-19, at Ulwe node of 12.5% (Erstwhile Gaothan Expansion Scheme), Scheme, in Taluka- Panvel, District- Raigad. (hereinafter referred to as "**Said Plot**"), The Builder viz. **M/s SHAGUN REALTY**, a duly registered partnership firm, through its Partner 1) **MR. BHUPATBHAI MADHABHAI MAVANI** 2) **MR. NISHITH BHUPAT PATEL** 3) **MR. JETHALAL RANCHHOD PATEL** 4) **MR. PIYUSH PRAGJI PATEL** 5) **MR. SHAILESH ANANDJI PATEL** 6) **MR. HARESH ANANDJI PATEL**, having office address at Shop no.11, Goodwill Garden Plot no.15/16, Sector-08, Kharghar, Taluka- Panvel, District- Raigad, have requested me to investigate the title of the Said Plot and hence I have verified the following records/documents, which are supplied to me :-





1. The City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "**M/s.CIDCO LTD**") is Government Company wholly owned by the state Government incorporated under the Companies Act, 1956 having its registered office at "Nirmal" 2<sup>nd</sup> floor, Nariman Point, Mumbai -400021 and is also New Town Development Authority declared for the area designated as a site of the new town of Navi Mumbai by the state Government in exercise of its power under Sub- Section (1) and (3-A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966.

2. That the Original Land Owner viz. **Shri. PRITAM GOPAL NAIK** (hereinafter referred to as **Project Affected Person**) whose land of Village- Vahal , Taluka - Panvel, District - Raigad is been acquired by the Special Land Acquisition Officer, Panvel and handed over the same to M/s. CIDCO Ltd for the development of New Town of Navi Mumbai and as per the scheme of 12.5% , the Project Affected Person was entitled to the Plot of land on transferable lease at Ulwe Node in Taluka- Panvel, District- Raigad.

3. Accordingly M/s. CIDCO has issued Letter of Intent dated 14/7/2007 of the Said plot in the name of the Project Affected Person.

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4. Thereafter M/s. CIDCO LTD has issued allotment letter dated 19/4/2010 in respect of Said Plot to the Project Affected Person, with the various terms and conditions enumerated therein, with the payment of Lease premium of **Rs.20,000/-** in respect of the said plot is also been paid to **M/s. CIDCO LTD.**

5. Thereafter By registered Agreement to Lease dated 26/4/2010 bearing document which is at **Serial No.PVL3-04270-2010 registered on 27/4/2010, Receipt No.4401**, which is entered and executed between M/s.CIDCO Ltd, therein referred to as Corporation as the First Part and **Shri. PRITAM GOPAL NAIK** , as the Licensee as the Other Part therein and by virtue of Agreement To Lease dated 26/4/2010 , the Project Affected Person has acquired a lease hold rights in respect of Said Plot with the terms and conditions contained therein.

6. Due to the paucity of funds and lack of requisite knowledge of construction, the Project Affected Person has decided to transfer the half undivided share (50%) of the Said Plot i.e. area admeasuring 799.83 Sq. Mtrs. to the Builder for a development purpose and accordingly the Project Affected Person have

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made an application to M/s. Cidco Ltd with request to jointly transfer his half share (50%) of the Said Plot in favour of the Builder jointly along with the name of Project Affected Person.

7. Accordingly M/s. CIDCO LTD. was pleased to grant transfer permission and thereafter by registered **Tripartite Agreement dated 23/07/2015** bearing document which is at **Serial No.PVL2-6142-2015, Receipt No.6722**, which is entered and executed by and between M/s. **CIDCO Ltd**, therein referred to as Corporation as the **First Part** and the **Project Affected Person**, as the Original Licensee as the **Second Part** therein and M/s **SHAGUN REALTY**, a duly registered partnership firm **along with** the name of **Project Affected Person**, jointly as the **"New Licensee"** as the Other Part.

8. Thereafter M/s. CIDCO LTD. has issued **Final transfer order dated 30/7/2015** in respect of Said Plot jointly in favour of 1) M/s **SHAGUN REALTY**, a Partnership Firm (The Builder) and 2) **Shri. PRITAM GOPAL NAIK** (Project Affected Person).

9. Thereafter, the Builder and the Project Affected Person has prepared Building Plans in respect of intending Building viz. **ESSENTIA**, which is to be erected upon the Said Plot, through Architect and submitted the same to

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M/s.Cidco Ltd for approval and sought approval to such plans and obtained development permission vide Commencement Certificate No. **CIDCO/BP-13454/TPO(NM&K)2015 dated 6/11/2015** on the terms and conditions set and prescribed therein.

10. Thereafter the Builder herein and the Project Affected Person have entered and executed a separate **Deed of Distribution of Flats/Shops dated 28<sup>th</sup> November, 2015** with the terms and conditions set out in the Said **Deed of Distribution of Flats/Shops** in which both the parties have mutually agreed among themselves the distribution of the residential flats and shops with its numbers and areas with consent to sale their respective residential flats and shops by the Builder and by the Project Affected Person of his respective residential flats and shops.

11. **M/s SHAGUN REALTY**, a Partnership Firm (The Builder) and **Shri. PRITAM GOPAL NAIK** (Project Affected Person) have also entered & executed an irrevocable Power of Attorney in favour of each other for the smooth functioning of the Sale transaction in respect of the residential &



commercial units which is as agreed in the Deed of Distribution of  
Flats/Shops.

Hence after pursuing and investigation of the above records which are supplied  
to me, I have arrived at the following opinion :-

That The Builder viz. **M/s SHAGUN REALTY**, including its Partners **AND**  
Project Affected Person viz. **Shri. PRITAM GOPAL NAIK** , are hereby  
legally authorised to do or cause to do all or any of the acts, deeds matters  
and things related to the development of the Said Plot.

**Dated 30<sup>th</sup> day of November, 2015**



*R.D. Tambe*

**RAJENDRA D. TAMBE,**  
**Advocate**