

# JAGDISH N. URANKAR

B.S.L., LL.B, DLL & LW

ADVOCATE HIGH COURT & NOTARY (GOVT.OF INDIA)  
(Regn.MAH/1022/1994)

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Swami Nityanand Road, Near Gokhale Hall, Panvel - 410 206  
Ph. No. 27464742 / 9820243910.

Reference:

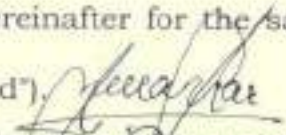
Date : 11/04/2015

## CERTIFICATE OF TITLE

### TO WHOMSOEVER IT MAY CONCERN :

**Ref:** All that piece or parcel of Plot of land known as Plot No.84, area admeasuring 600 Sq. Mtrs., situate, lying & being at Sector-5, Node-Taloja-III, Tal-Panvel, District-Raigad, in the registration Sub-District and District Raigad. (12.5% Scheme of CIDCO Ltd.,)

This is to certify that, I have investigated the title of **M/s. TITANIUM CONSTRUCTION COMPANY**, Partnership Firm, duly registered under the Indian Partnership Act, 1932, through its partners 1) Shri. Vishal Rajesh Gupta Karta of Vishal Gupta (HUF), 2) Shri. Sanjay Bhupatrai Mehta & 3) Shri. Shravan Kumar Omprakash Agarwal having address at Flat No.2, Neelkanth Tower, Off. Kanakia Road, Mira Road(E), District-Thane- 401 105, hereinafter for the sake of brevity called & referred to as the **"PROMOTER-BUILDERS"** to all that piece or parcel of Plot of land known as Plot No.84, area admeasuring 600 Sq.Mtrs., situate, lying & being at Sector-5, Node-Taloja-III, Tal-Panvel, District-Raigad, in the registration Sub-District and District Raigad. (12.5% Scheme of CIDCO Ltd.,) (Hereinafter for the sake of brevity called & referred to as the "said Plot of land").

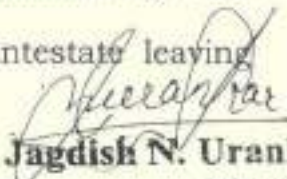
  
**Jagdish N. Urankar**  
B.S.L., LL.B.  
Advocate-High Court  
Panvel-410206, Raigad

Limited, is a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Bombay-400 021, (hereinafter referred to as the "CIDCO" or the "Corporation" which expression shall where the context so admits, be deemed to include its successors and assigns). The said Corporation has been already declared as a New Town Development Authority, under the provisions of Sub Section (i) (3-a), of Section 113 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) (hereinafter referred to as "The Said Act") for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the said area designated as site for New Town under sub Section (i) of Section 113 of the said Act.

02) The State Government of Maharashtra has acquired certain lands within the designated areas of Village-Pendhar, Taluka-Panvel, District-Raigad and vested the same in the Corporation by an order duly made in that behalf as per the provisions of Section 113(1) of the said Act.

03) By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

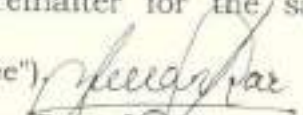
04) All that piece or parcel of agricultural land under Unit Case No.115-Pendhar, bearing Survey No.151/13, area in Hecter-Ares-Point 0-52-8 and agricultural land under Unit Case No.314-Pendhar, bearing Survey No.153/10, area in Hecter-Ares-Point 0-09-4 & Survey No.156/1/2(2+2), area in Hecter-Ares-Point 0-08-0, were owned & possessed by one Shri. Ragho Arjun Bhoir. Shri. Ragho Arjun Bhoir died intestate leaving

  
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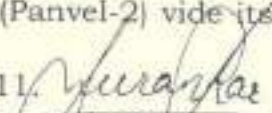
behind him 1) Shri. Tukaram Ragho Bhoir, 2) Shri. Sitaram Ragho Bhoir, 3) Shri. Atmaram Ragho Bhoir, 4) Smt. Parvatibai Shaniwar Patil & 5) Shri. Prashant Ramchandra Patil, all residing at Village-Taloja, Post-Taloja, Taluka-Panvel, District-Raigad, being legal heirs. The said agriculture lands have been acquired by the State Government of Maharashtra for establishment of New Township of Navi Mumbai and has entrusted the said lands to the CIDCO Ltd., for development and disposal and in view of acquisition of the said land, an award under the provisions of Section-11 of Land Acquisition Act has also been declared. The CIDCO has prepared layout of different localities dividing the said lands into separate N.A. Plots with an intention to lease out the Plots to project affected persons enabling them to develop the said Plots by constructing thereon building/s as per the plans to be sanctioned by CIDCO.

05) The said Corporation, by its letter under Ref. No. CIDCO/BHOOMI/SATYO/TALOJA/S.SODAT/10/2008, dated. 24/01/2008, under its File No.Talja-III-970, intended to allot and by its letter under Ref. No.CIDCO/BHOOMI/SATYO/TALOJA/970/2010, dated.10/12/2010, allotted all that piece or parcel of Plot of land known as Plot No.84, area admeasuring 599.76 Sq.Mtrs., situate, lying & being at Sector-5, Node-Taloja, Tal-Panvel, District-Raigad, in the registration Sub-District and District Raigad, under 12.5 % Scheme to the abovenamed legal heirs of Shri. Ragho Arjun Bhoir namely 1) Shri. Tukaram Ragho Bhoir, 2) Shri. Sitaram Ragho Bhoir, 3) Shri. Atmaram Ragho Bhoir, 4) Smt. Parvatibai Shaniwar Patil & 5) Shri. Prashant Ramchandra Patil, all residing at Village-Taloja, Post-Taloja, Taluka-Panvel, District-Raigad, (hereinafter for the sake of brevity called & referred to as the "Original Licensee").

  
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06) The Original Licensees has paid to the Managing Director of the Corporation, the entire amount of lease premium, lease rent, water resources development charges & documentation charges, aggregating to the tune of Rs.38,062/- in respect of the said Plot of land, vide Chalan under Sr. No.EMS/B NO.350678, dated.10/12/2010. Upon payment of entire amount of lease premium and other necessary charges as aforesaid, the Corporation handed over quite, vacant & peaceful possession of said Plot of land to Shri. Tukaram Ragho Bhoir & others i.e. the abvenamed original licensee on the very same day and executed Possession Receipt, dated.10/12/2010 in their favour.

07) Thereafter, by an Agreement to Lease, dated.21/12/2010 made and entered into between the City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as the Corporation, of the One Part, and 1) Shri. Tukaram Ragho Bhoir, 2) Shri. Sitaram Ragho Bhoir, 3) Shri. Atmaram Ragho Bhoir, 4) Smt. Parvatibai Shaniwar Patil & 5) Shri. Prashant Ramchandra Patil, all residing at Village-Taloja, Post-Taloja, Taluka-Panvel, District-Raigad, therein & herein called and referred to as the Original Licensee of the Other Part, the said Corporation agreed to grant a lease of all that piece or parcel of Plot of land bearing Plot No.84, area admeasuring 599.76Sq.Mtrs., situate, lying & being at Sector-5, Node-Taloja, Tal-Panvel, District-Raigad, in the registration Sub-District and District Raigad, under 12.5 % Scheme, vide File No.970-Talja, which is more particularly described in the Schedule of the Property written hereunder, for consideration of lease premium and upon the terms and conditions contained in the said Agreement to Lease for the period of 60 years. The said Agreement to Lease is duly stamped & lodged for registration in the office of Sub Registrar of Assurances at Uran (Panvel-2) vide its registration at Serial No.Paval-3-00005-2011 on 03/01/2011.

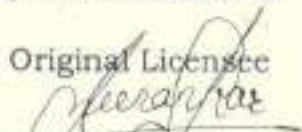
  
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Advocate



08) Due to lack of experience and paucity of funds and for other diverse reasons, the said Original Licensee 1) Shri. Tukaram Ragho Bhoir, 2) Shri. Sitaram Ragho Bhoir, 3) Shri. Atmaram Ragho Bhoir, 4) Smt. Parvatibai Shaniwar Patil & 5) Shri. Prashant Ramchandra Patil, all residing at Village-Taloja, Post-Taloja, Taluka-Panvel, District-Raigad, were unable to develop the said Plot of land by them and were desirous of transferring their lease hold rights pertaining to said Plot of land to M/s. LAXMI ENTERPRISES, a Partnership Firm .

09) The Original Licensee, by an application dated. 22/12/2010 made a request to the Corporation to grant him the permission to transfer & assign his lease hold right, interest in or benefits in respect of said Plot of land in favour of said M/s. LAXMI ENTERPRISES, a Partnership Firm & accordingly on payment of transfer charges, to the tune of Rs.3,20,000/- the said Corporation, granted its permission to transfer said Plot of land in favour of M/s. LAXMI ENTERPRISES, a Partnership Firm.

10) Thereafter, by and under the Tripartite Agreement, dated.03/01/2011 executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as "the Corporation" of the First Part, and 1) Shri. Tukaram Ragho Bhoir, 2) Shri. Sitaram Ragho Bhoir, 3) Shri. Atmaram Ragho Bhoir, 4) Smt. Parvatibai Shaniwar Patil & 5) Shri. Prashant Ramchandra Patil, all residing at Village-Taloja, Post-Taloja, Taluka-Panvel, District-Raigad, being the "Original Licensee" of the Second Part and M/s. LAXMI ENTERPRISES, a Partnership Firm, through its Partners namely 1) Shri. Satish Mahendrabhai Patel & 2) Shri. Savlaram Padmaramji Patel, having their office at Plot No.12A, Sector-35F, Qwe-Kharghar, Taluka-Panvel, District-Raigad, therein called & referred to as the "New Licensee" of the Third Part, the Original Licensee

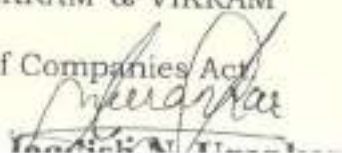
  
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declared and confirmed having relinquished and released their rights, title, benefits, interests, claims or demands whatsoever in respect of all that piece or parcel of Plot of land bearing Plot No.84, area admeasuring 599.76Sq.Mtrs., situate, lying & being at Sector-5, Node-Taloja, Tal-Panvel, District-Raigad, in the registration Sub-District and District Raigad, under 12.5 % Scheme, in the registration Sub-District and District Raigad, under the said Agreement to Lease. The said Tripartite Agreement is duly stamped & the same was lodge for registration in the office of Sub Registrar of Assurances at Panvel-3 vide its registration at Serial No.Paval-3-00057-2011 on 04/01/2011.

11) In pursuance whereof, the CIDCO Ltd., agreed to substitute the Original Licensee and grant lease to the New Licensee and also confirmed the execution of the Tripartite Agreement in favour of M/s.LAXMI ENTERPRISES, a Partnership Firm & eventually transferred the rights of the Original Licensee in respect of the said Plot of land, in its favour by issuing a letter (Final Order) under its REF.NO.CIDCO/VASAHAT/SATYO/TALOJE PACHNAND/970/2010, dated.06/01/2011.

12) By virtue of the said registered Tripartite Agreement, dated.03/01/2011, M/s. LAXMI ENTERPRISES, a Partnership Firm was absolutely seized and possessed of or otherwise well & sufficiently entitled to the said Plot of land on lease basis for the period of 60 years, which is more particularly described in the Schedule of the Property hereunder written.

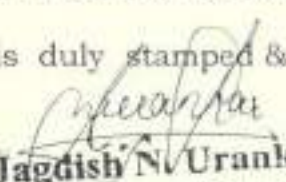
13) Due to paucity of funds and for other diverse reasons, the said New Licensee M/s. LAXMI ENTERPRISES, a Partnership Firm was unable to develop the said Plot of land by them and was desirous of transferring its lease hold rights pertaining to said Plot of land to M/s. EKRAM & VIKRAM DEVELPERS PVT. LTD., a Company under the provisions of Companies Act

  
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14) The New Licensees, i.e. M/s. LAXMI ENTERPRISES, a Partnership Firm, by an application dated.02/02/2011, made a request to the Corporation to grant them the permission to transfer & assign its lease hold right, interest in or benefits in respect of said Plot of land in favour of M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD., & accordingly on payment of transfer charges to the tune of Rs.3,20,500/- the said Corporation, by letter under its Ref. No. CIDCO/VASAHAT/SATY/TALOJE/970/2011, dated.03/02/2011, granted its permission to transfer said Plot of land in favor of M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD.,

15) Thereafter, by and under the Tripartite Agreement, dated.04/02/2011 executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as "the Corporation" of the First Part, and M/s. LAXMI ENTERPRISES, a Partnership Firm, through its Partners namely 1) Shri. Satish Mahendrabhai Patel & 2) Shri. Savlaram Padmaramji Patel, having their office at Plot No.12A, Sector-35F, Qwe-Kharghar, Taluka-Panvel, District-Raigad, being the "New Licensees" of the Second Part and M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD., a Company, through its director namely Shri. Ekramul Haq Latif Ansari, having residential address at 10B, Room No.204, Prem Sagar Complex, GM Link Road, Gvandi, Mumbai-43 therein called & referred to as the "Subsequent New Licensees" of the Third Part, the New Licensees declared and confirmed having relinquished and released their rights, title, benefits, interests, claims or demands whatsoever in respect of the said Plot of land under the said Agreement to Lease as well Tripartite Agreement dated.03/01/2011. The said Tripartite Agreement is duly stamped & the

  
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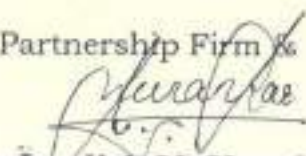
same was lodged for registration in the office of Sub Registrar of Assurances at Panvel-3 vide its registration at Serial No.Paval-3-01341-2011 on 04/02/2011.

16) In pursuance whereof, the CIDCO Ltd., agreed to substitute the New Licensees and grant lease to the Subsequent New Licensee and also confirmed the execution of the Tripartite Agreement in favour of M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD., & eventually transferred the rights of the New Licensees in respect of the said Plot of land, in favour of them by issuing a letter (Final Order) under its REF.NO.CIDCO/VASAHAT/SATYO/TALOJE/970/2011, dated.09/02/2011.

17) By virtue of the said registered Tripartite Agreement, dated.04/02/2011, M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD., a Company was absolutely seized and possessed of or otherwise well & sufficiently entitled to the said Plot of land on lease basis for the period of 60 years, which is more particularly described in the Schedule of the Property hereunder written.

18) Due to paucity of funds and for other diverse reasons, the said New Licensee M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD., a Company was unable to develop the said Plot of land by them and was desirous of transferring its lease hold rights pertaining to said Plot of land to M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm.

19) The New Licensee's, i.e. M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD., by an application dated.25/06/2014 made a request to the Corporation to grant them the permission to transfer & assign its lease hold right, interest in or benefits in respect of said Plot of land in favour of M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm &

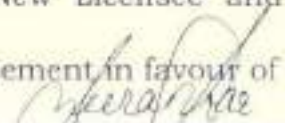




accordingly on payment of transfer charges to the tune of Rs.5,20,900/-, vide its Challan No.EMS/B NO.497456, dated.11/07/2014, the said Corporation, granted its permission to transfer said Plot of land in favor of M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm.

20) Thereafter, by and under the Tripartite Agreement, dated.14/07/2014 executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as "the Corporation" of the First Part, and M/s. EKRAM & VIKRAM DEVELOPERS PVT. LTD., a Company, through its director namely Shri. Ekramul Haq Latif Ansari, having residential address at 10B, Room No.204, Prem Sagar Complex, GM Link Road, Gvandi, Mumbai-43 being the "New Licensees" of the Second Part and M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm, duly registered under the Indian Partnership Act, 1932, through its partners 1) Shri. Vishal Rajesh Gupta Karta of Vishal Gupta (HUF), 2) Shri. Sanjay Bhupatrai Mehta & 3) Shri. Shruvan Kumar Omprakash Agarwal having address at Flat No.2, Neelkanth Tower, Off. Kanakia Road, Mira Road(E), District-Thane- 401 105, therein called & referred to as the " Subsequent New Licensees" of the Third Part, the New Licensees declared and confirmed having relinquished and released their rights, title, benefits, interests, claims or demands whatsoever in respect of the said Plot of land under the said Agreement to Lease as well Tripartite Agreement dated.04/02/2011. The said Tripartite Agreement is duly stamped & the same was lodged for registration in the office of Sub Registrar of Assurances at Panvel-5 vide its registration at Serial No.Paval-5-4894-2014 on 16/07/2014.

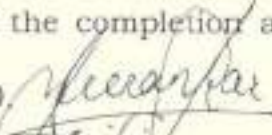
21) In pursuance whereof, the CIDCO Ltd., agreed to substitute the New Licensees and grant lease to the Subsequent New Licensee and also confirmed the execution of the Tripartite Agreement in favour of



M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm & eventually transferred the rights of the New Licensees in respect of the said Plot of land, in favour of them by issuing a letter (Final Order) under its REF.NO.CIDCO/VASAHAT/SATYO/TALOJA/970/2014, dated.22/07/2014.

22) By virtue of the said registered Tripartite Agreement, dated.14/07/2014, M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm, was absolutely seized and possessed of or otherwise well & sufficiently entitled to the said Plot of land on lease basis for the period of 60 years, which is more particularly described in the Schedule of the Property hereunder written.

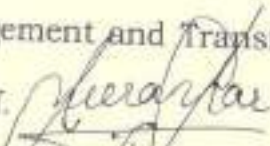
23) Thereafter, the Corporation, by its letter under Ref.No.CIDCO/B.P.13145/TPO(NM&K)2014/1327, dated.29/12/2014 has granted its permission for development & approved Plans in respect of said Plot of land & also issued Commencement Certificate under the said letter, as required under Section 45 of the Maharashtra Regional & Town Planning Act, 1966, in the name of M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm, through its partners Shri. Sanjay Bhupatrai Mehta & others-2 to construct building thereon for residential purpose as per the terms & conditions of the said Commencement Certificate and thereby approved and sanctioned the Plans in respect of the proposed building having (Stilt+ 7th Floor), consisting of 35 Residential Units laying down certain terms and conditions & stipulations which are to be observed and performed by the Promoter-Builders and upon the observance and performance whereof the completion and/or Occupancy Certificate will be granted by the CIDCO.

  
**Jagdish N. Urankar**  
B.S.L., LL.B.



24) On the basis of perusal of the documents referred to herein above and the information collected by me, in my opinion, the title of M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm, duly registered under the Indian Partnership Act, 1932, through its partners 1) Shri. Vishal Rajesh Gupta Karta of Vishal Gupta (HUF), 2) Shri. Sanjay Bhupatrai Mehta & 3) Shri. Shравan Kumar Omprakash Agarwal having address at Flat No.2, Neelkanth Tower, Off. Kanakia Road, Mira Road(E), District-Thane- 401 105, to the Plot of land known as Plot of land bearing Plot No.84, area admeasuring 599.76Sq.Mtrs., situate, lying & being at Sector-5, Node-Taloja, Tal-Panvel, District-Raigad, in the registration Sub-District and District Raigad, under 12.5 % Scheme, of 12.5% Scheme, in the registration Sub-District and District Raigad, acquired from CIDCO, is clear, marketable and free from encumbrances, subject to the terms & conditions as set out in the above said Agreement to Lease.

I hereby also certify that, M/s. TITANIUM CONSTRUCTION COMPANY, Partnership Firm, duly registered under the Indian Partnership Act, 1932, through its partners 1) Shri. Vishal Rajesh Gupta Karta of Vishal Gupta (HUF), 2) Shri. Sanjay Bhupatrai Mehta & 3) Shri. Shравan Kumar Omprakash Agarwal having address at Flat No.2, Neelkanth Tower, Off. Kanakia Road, Mira Road(E), District-Thane- 401 105, are legally entitled to develop the said Plot of land and to sell all the Flats in the proposed building to be constructed on the said Plot of land to the prospective Purchaser/s on "Ownership Basis" and to enter into an individual Agreement for Sale and other documents in respect thereof as per the provisions of Maharashtra Ownership Flats (Regulation of Permission of Construction Sale, Management and Transfer) Act, 1963, and to appropriate the sale proceeds thereof.

  
**Jagdish N. Urankar**

**DESCRIPTION OF PLOT OF LAND**

All that piece or parcel of Plot of land bearing Plot No.84, area admeasuring 599.76Sq.Mtrs., situate, lying & being at Sector-5, Node-Taloja, Tal-Panvel, District-Raigad, in the registration Sub-District and District Raigad, under 12.5 % Scheme, in the registration Sub-District and District Raigad and the same is bounded as follows:

On or towards the North by : Plot No.85.

On or towards the South by : Plot No.35.

On or towards the East by : Plot No.37.

On or towards the West by : 9 Mtr. wide Road.

Place-Panvel.

Date.11/04/2015.



**Adv.Jagdish N.Urankar.**  
Regn.No. MAH/1022/1994.  
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