

# JAGDISH N. URANKAR

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

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

OFFICE:- 101, First Floor, 'V' wing, Aditya Pradhya CHS,  
Swami Nityanand Road, Near Gokhale Hall, Panvel - 410 200  
Ph. No. 27404742 / 9820243910.

Reference:

Date : 22/06/2017

## CERTIFICATE OF TITLE

### TO WHOMSOEVER IT MAY CONCERN :

**Ref:** All that piece or parcel of Plot of land bearing Plot No.2, area admeasuring 749.96Sq.Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Village-Vadghar, Tal-Panvel, District-Raigad, Navi Mumbai, in the registration Sub-District and District Raigad under 12.5% Scheme of CIDCO LTD.,

I, the undersigned, at the request of **M/s. OMKARA BUILDERS & DEVELOPERS** a registered Partnership Firm, have investigated the title of M/s.OMKARA BUILDERS & DEVELOPERS a registered Partnership Firm, duly registered under the Indian Partnership Act, 1932 having its registered office at 607, Monarch Plaza, Plot No.56, Sector-11, CBD, Belapur, Navi Mumbai, 400 614, and having its Income Tax PAN No.AAKFO3577C, hereinafter for the sake of brevity called & referred to as the "PROMOTER" to the Plot No.2, area admeasuring 749.96Sq.Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Village-Vadghar, Tal-Panvel, District-Raigad, Navi Mumbai, in the registration Sub-District and District Raigad under 12.5% Scheme of CIDCO LTD., (hereinafter for the sake of brevity called & referred to as the "said Plot of land") which is more specifically described in the Schedule hereunder written. I have perused the title deeds and other deeds & documents, correspondence with CIDCO LTD., and its competent authorities and all other papers which are specifically mentioned in this certificate.

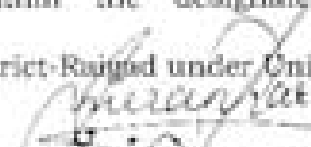


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Upon my oral request Mr. Vinay Mankame Property Investigator, had taken search of Index-II which is lying in the office of Sub Registrar, Panvel for the period of last 30 years and issued Search Report dated.17/06/2017. I have also seen & perused the court orders and its certified copies pertaining to CMA No.813/2014 & SCS No.52/2015. I have seen & perused Public Notice dated.12/06/2015 published in 'Aapal Nave Shahaar' news paper, inviting claims of any party to the said property. I have also taken material information from the authorized partners of M/s. Onkara Builders & Developers and relying upon the title deeds, other deeds & documents, searches of Index-II and the confirmation so far as the said deeds & documents and the material information, I hereby certify that:

**01)** The City & Industrial Development Corporation of Maharashtra 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 (j) (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 land bearing Survey No.105/4, admeasuring area 0-85-3 Hectare-Are, Assessed at Rs.1=50Ps., within the designated areas of Village-Vadghar, Taluka-Panvel, District-Rajgad under Unit

  
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Case No.99-Vadghar 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)** The said agriculture land had been acquired by the State Government of Maharashtra for establishment of New Township of Navi Mumbai and had entrusted the said land 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 had also been declared by the Special Land Acquisition Officer, Metro Centre, Panvel in favour of 1) Shri. Tulshiram Babu Patil 2) Smt. Anusaya alias Narmada Vasant Ghate & 3) Smt. Chandrabai alias Chandrabhaga Janardan Mundkar on 20/09/1986 and in view of the same an amount of compensation to the tune of Rs.7028/- was also disbursed to them on 22/01/1987. Upon receipt of said amount of compensation 1) Shri.Tulshiram Babu Patil 2) Smt.Anusaya alias Narmada Vasant Ghate & 3) Smt. Chandrabai alias Chandrabhaga Janardan Mundkar has signed FORM - CC in favour of State of Maharashtra and eventually handed over vacant & peaceful possession of said agriculture land bearing Survey No.103/4, admeasuring area 0-85-3 Hectare-Are, Assessed at Rs.1-50Ps., situate, lying & being at Village-Vadghar, Taluka-Panvel, District-Raigad, to the Special Land Acquisition Officer, Metro Center, No.3 Panvel by executing independent Possession Receipt.

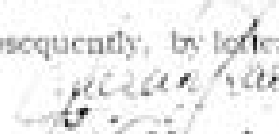
  
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**Adv. LL.B.**  
Adv. **COART**  
Panvel-102/A, Raigad.  
Regn. No. MAH/1022/1994

05] The CIDCO Ltd., has prepared layout of different localities dividing the said acquired land/s into separate N.A. Plots with an intention to lease out the Plots to project affected persons under 12.5% Scheme promulgated by CIDCO Ltd., enabling them to develop the said Plots by constructing thereon building/s as per the plans to be sanctioned by CIDCO Ltd.,

06] Thereafter said Corporation, by its Letter of Allotment, dated.29/05/2015 (Generating through by Bio Metric System) allotted Plot of land bearing Plot No.2, area admeasuring 749.96Sq.Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Village-Vadghar, Tal-Punvel, District-Raigad, under CIDCO File No.96 and under 12.5 % Scheme, (Hereinafter for the sake of brevity called & referred to as the said Plot) to 1) Shri. Tulshiram Babu Patil 2) Smt. Anusoya alias Narmada Vasant Ghate & 3) Smt. Chandrabai alias Chandrabhagi Jamburjan Mundkar (hereinafter for the sake of brevity called & referred to as the "Original Licensee") in lieu of acquisition of agriculture land bearing Survey No.105/4, admeasuring area 0-85-3 Hectare-Are, Assessed at Rs.1=50Ps., within the designated areas of Village-Vadghar, Taluka-Punvel, District-Raigad, under Unit Case No.99-Vadghar.


07] The said Original Licensees had paid on 02/06/2015 to the Managing Director of the Corporation, the entire amount of lease premium i.e. Rs.9375/- and other necessary charges in respect of the said Plot of land. Upon payment of entire amount of lease premium the said Corporation had handed over vacant & peaceful physical possession of said Plot of land to the abovesaid Original Licensee and also executed Possession Receipt, dated.04/06/2015 in favour them, which is duly signed by the Asst. land & Survey Officer, CIDCO LTD., as well the said Licensees. Subsequently, by letter

  
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(dated 04/06/2015, CIDCO LTD.), has also approved the lay out of said plot of land, which is also duly signed by the Senior Town Planner and land & Survey Officers of CIDCO LTD., as well the said Licensees.

**08)** Thereafter, by an Agreement to Lease, dated 08/06/2015 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. Tulshiram Babu Patil 2) Smt. Anusaya alias Normada Vasant Ghate & 3) Smt. Chandrabai alias Chandrabhaga Janardan Musdkar therein & herein called and referred to as the Original Licensee of the Other Part, the said Corporation under CIDCO File No.96, agreed to grant a lease of all that piece or parcel of N.A. Plot of land bearing Plot No.2, area admeasuring 749.96Sq.Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Village-Vadghar, Tal-Panvel, District-Raigad, under 12.5% Scheme 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 signed, executed, by the parties to the said deed and which is duly stamped & registered in the office of Joint Sub Registrar of Assurances at Panvel-4, vide its registration at Serial No. Paval-4-7202-2015 on 10/06/2015.

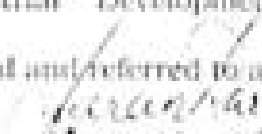
**09)** Due to lack of experience and paucity of funds and for other diverse reasons, the said Original Licensee's were unable to develop the said Plot of land within the stipulated period as mentioned in the said registered Agreement to Lease, by themselves and were desirous of transferring their lease hold rights to the Promoter herein.

  
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10) The Original Licensees had agreed to grant development rights of the said plot of land to the Promoter. So in order to confirm the title of the Original Licensees to the said plot of land, the Promoter through their Advocate Kumerkar publish a notice in the news paper by named "Aapal Nave Shukar" on 12/06/2015 stating that her client is negotiating for purchase of said plot from the said Original Licensees and thereby invited claims in the nature of sale, mortgage, lien, gift or any other claim against the said plot of land, from the public at large, within specified period of 14 days with the supporting documents. It was also stated in the said public notice that, if no such claim is received within the stipulated period, it would be deemed that no such claim exists or it shall be deemed to have waived. However, no one has raised any objection to the said public notice within the stipulated period and accordingly Adv. Kumerkar issued letter, dated.30/06/2015 to that effect.


11) Thereafter, by letter dated.30/06/2015, the Original Licensees, requested to the Corporation to grant them the permission to transfer their lease hold rights, interest in or benefits in respect of said Plot of land in favour of the Promoter herein. The said letter was duly signed by the Original Licensees as well the partners of the Promoter. Eventually, on payment of transfer charges to the tune of Rs.5,43,300/- the said Corporation, by its letter under Ref.No.CIDCO/VASAHAT/SATYO/KARAN/JADR/06/2015/1029, DTD.21/08/15 granted its permission to transfer said Plot of land in favour of the Promoter, herein, subject to pending litigation bearing CMA No.813/2014 and SCS No.52/2015 and also subject to Orders that may be passed in such pending litigations.

12) By and under the Tripartite Agreement, dated.25/08/2015 executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as

  
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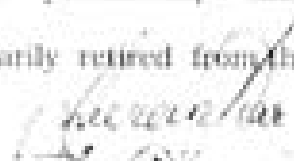
"the Corporation" of the First Part, and 1) Smt. Tubshirani Babu Patil 2) Smt. Anusaya alias Narmada Vasant Ghate & 3) Smt. Chandrabai alias Chandrabhaga Janardan Mundkar, being the "Original Licensee" of the Second Part and M/s.OMKARA BUILDERS & DEVELOPERS a registered Partnership Firm, duly registered under the Indian Partnership Act, 1932, through its partners by named 1) Mr. Prashant Arun Fingle 2) Mr. Ashok Govardhan Bapna 3) Mrs. Kranti Kiran Bagad & 4) Mr. Sandeep Shuman Patil, respectively, having its registered office at 607, Monarch Plaza, Plot No.56, Sector-11, CBD, Belapur, Navi Mumbai, 400 614 therein called & referred to as the "New Licensee" of the Third Part, the Original Licensee 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 subject to the terms and conditions incorporated therein. The said Tripartite Agreement, is duly stamped & registered in the office of Joint Sub Registrar of Assurances at Pavai-4 vide its registration at Serial No.Paval-4-10649-2015 on 25/08/2015. Said Tripartite Agreement was executed subject to pending litigation bearing CMA No.813/2014 and SCS No.52/2015 respectively and also subject to Orders that may be passed in such pending litigations.

13) 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 the Promoter & eventually transferred the rights of the Original Licensee 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/KARANJADE/96/2015/1140.

  
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dated 27/08/2015 subject to pending litigation bearing CMA No.813/2014 and SCS No.52/2015 respectively and also subject to Orders that may be passed in such pending litigations.

14) Initially in the Deed of Partnership, dated 08/05/2015 with regard to M/s. Omkara Builders & Developers, there were 04 partners by named 1) Mr. Prashant Arun Pingle 2) Mr. Ashok Gowardhan Bapna 3) Mrs. Kranti Kiran Bagal & 4) Mr. Sandeep Shama Patil, respectively. The said Firm had accordingly submitted an application bearing No.47800008900066, dated 12/06/2015, with the Registrar, Partnership Firm, State of Maharashtra. However, upon execution and registration of aforesaid Tripartite Agreement, dated 25/08/2015, Mr. Sandeep Shama Patil, being one of the partner of the said Firm, had retired from the said M/s. OMKARA BUILDERS & DEVELOPERS a registered Partnership Firm, with effect from 01/03/2017 by executing Deed of Retirement, dated 01/03/2017 and thereby confirmed and approved that the accounts of the firm prepared upto 28/02/2017 and also confirmed that he had no any dispute or difference with regard to said accounts and also confirmed that the Continuing Partners can continue, carry said business of Partnership Firm either by themselves or in partnership with any other person as they may consider appropriate on their account. The said retiring partner also released, relinquished, renounced, quit and assured unto the use and benefit of the Continuing Partners of the said Firm absolutely, forever his/their respective share, right, title, interest, claim and demand of any nature or kind whatsoever of the retiring partner and upon the assets and properties of the said partnership firm. Since, Mr. Sandeep Shama Patil has voluntarily retired from the

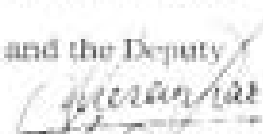
  
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said M/s. Omkara Builders & Developers, a Partnership Firm, the remaining 03 Continuing Partners 1) Mr. Prashant Arun Pingle 2) Mr. Ashok Govardhan Bopna & 3) Mrs. Kranti Kiran Bopna respectively, have agreed to continue to carry on the said business in partnership in the same name and style of M/s. OMKARA BUILDERS & DEVELOPERS.

**15)** By an unregistered Agreement for Development, dated.25/06/2014, 1) Shri. Tulshiram Babu Patil 2) Smt. Anusaya Vasant Ghate 3) Sou. Chandrabai Amardun Mundkar had agreed to grant development rights in respect of Plot No.02, admeasuring 750 Sq.Mtrs., Sector-4, Node Karanjade & Plot No.60, admeasuring 750 Sq.Mtrs., Sector-06, Node Karanjade respectively, in favour of M/s. Shree Ambe Enterprises a Partnership Firm and accepted part amount of monetary consideration from the said Developers. And whereas by NOC cum Deed of Cancellation dated.16/02/2015 by and between M/s. Shree Ambe Enterprises a Partnership Firm being Party of the First Part and M/s. Omkara Builders & Developers being Party of the Second Part, the party of the First Part has duly cancelled said Agreement for Development, dated.25/06/2014, forever by accepting a sum of Rs.5Lakhs from the party of the Second Part and accordingly released and relinquished their rights, title, interest and benefit under the said Agreement for Development in favour of the party of the Second Part.

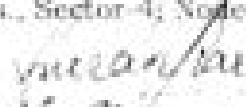
**16)** By its letter under Reference No.CIDCO/VASAHAT/SATYO/KARANJADE/96/2015/3822, dated.06/11/2015 the Asst. Estate Officer, CIDCO Ltd., has informed to the Addl. Town Planning Officer (BP), Navi Mumbai & Khopda, that the said Plot of land was transferred to M/s. Omkara Builders & Developers and the Deputy

  
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Collector (Land Acquisition), Metro Centre No.3, Parvel, by his letter dated.15/03/2012 has made it clear that, the original plot holder has not accepted additional amount of compensation and also informed to issue Building Permission as well as Occupancy Certificate in respect of said plot of land.

**17)** One 1) Smt. Shantabai Shankar Patil 2) Shri. Trimbak Shankar Patil 3) Sou. Pramila Harishchandra Bhoir & 4) Shri. Prakash Shankar Patil being Applicants in Civil Misc. Application No.813/2014 (which was filed against 1) Shri. Tulshiram Babu Patil 2) Smt. Anusaya Vasant Ghate 3) Sou. Chandrabai Janardan Mundkar 4) M/s. S. R. Builders & Developers through Shri. Surdas Damaji Govari & 5) CIDCO LTD., being Opponents and which was pending before Hon'ble Civil Judge Junior Division at Parvel) has withdrawn the said CMA unconditionally, from the court of law by filing an application below Exh.23 on 22/08/2016 and accordingly the court has also granted its permission to the said Applicants to withdraw the said application from the court of law by passing necessary orders on Exh.23 & Exh.1 respectively. Hence, the said CMA No.813/2014 has been disposed off.


**18)** By Memorandum of Understanding dated.27/10/2016 entered into by and between aforesaid 1) Smt. Shantabai Shankar Patil 2) Shri. Trimbak Shankar Patil 3) Shri. Prakash Shankar Patil & 4) Sou. Pramila Harishchandra Bhoir being party of the First Part and M/s. Omkara Builders & Developers being present Developer-Party of the Second Part, the party of the First Part released and relinquished their alleged rights, title, interest in respect of Plot No.02, admeasuring 750 Sq.Mtrs., Sector-4, Noida

  
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S.E.L. 147  
Advocate at Law, Court  
Parvel  
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Karanjade & Plot No.60, admeasuring 750 Sq.Mtrs., Sector-06, Node Karanjade respectively, in favour of the party of the Second Part by accepting a sum of Rs.20Lakh from them.


**19)** M/s. Buster Dealers Pvt. Ltd., through its Director Shri. Manoj Mangilal Jain being Plaintiff in SCS No.52/2015 (which was filed against 1) Shri. Tulshiram Babu Patil 2) Smt. Narmada alias Anusaya Vasant Ghate 3) Sou. Chandrakshi alias Chandrabhaga Janardan Mundkar 4) Land & Survey Officer, CIDCO LTD., 5) Estate Officer, CIDCO LTD., 6) Chief Town Planning Officer, CIDCO LTD., 7) Shri. Rajendra alias Raju Tulshiram Patil 8) Shri. Janardan Tulshiram Patil 9) Shri. Vinod Tulshiram Patil 10) Smt. Pratibha Prabhakar Kaskar 11) Smt. Neeta Anil Bhagat 12) Smt. Vasanti Pandit Chimane 13) Smt. Lata Ganesh Ghate 14) Shri. Lahu Vasant Ghate 15) Shri. Dargesh K. Goswami & 16) M/s. Omkara Builders & Developers, a Partnership Firm, being Defendants, for declaration, specific performance of an Agreement dated.17/06/2011 in respect of Plot No.02, admeasuring 750 Sq.Mtrs., Sector-4, Node Karanjade & Plot No.60, admeasuring 750 Sq.Mtrs., Sector-06, Node Karanjade respectively and for permanent injunction and which was pending before Hon'ble Civil Judge Senior Division at Panvel) has withdrawn the said Special Civil Suit No.52/2015 unconditionally, from the court of law by filing Purnis below Exh.49 on 17/02/2017 and accordingly the court has disposed off the said Special Civil Suit No.52/2015 by passing necessary orders on Exh.1 respectively. Hence, the said SCS 52/2015 has been disposed off.

**20)** By NOC cum Deed of Cancellation dated.14/10/2016 by and between M/s. Buster Dealers Pvt. Ltd., through its Director Shri. Manoj Mangilal Jain being Party of the First Part and

  
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M/s.Omkara Builders & Developers being Party of the Second Part, the party of the First Part has duly cancelled said Agreement for Development, dated.17/06/2011 which was executed by the Original Licenaces in favour them, forever by accepting a sum of Rs.35Lakhs from the party of the Second Part and accordingly released and relinquished their rights, title, interest and benefit under the said Agreement for Development in favour of the party of the Second Part.

**21)** By an unregistered Agreement for Development, dated.19/01/2007, 1) Shri. Tulshiram Babu Patil 2) Smt. Anasaya Vasant Ghate 3) Smt. Chandrabai Janardan Mundkar had agreed to grant development rights in respect of Plot No.02, admeasuring 750 Sq.Mtrs., Sector-4, Node Karanjade & Plot No.00, admeasuring 750 Sq.Mtrs., Sector-06, Node Karanjade in favour of M/s. S. R. Builders & Developers through Shri. Surdas Damaji Govari & Shri. Ramesh Raghunath Govari and accepted part amount of monetary consideration from the said Developers. And whereas by NOC cum Deed of Cancellation dated.08/08/2016 by and between Shri.Surdas Damaji Govari & Shri. Ramesh Raghunath Govari being Investor-Party of the First Part, 1) Shri. Tulshiram Babu Patil 2) Smt. Anasaya Vasant Ghate 3) Smt. Chandrabai Janardan Mundkar being Owner-Party of the Second Part and M/s. Omkara Builders & Developers being present Developer-Party of the Third Part, the party of the First Part has duly cancelled said Agreement for Development, dated.19/01/2007, forever by accepting a sum of Rs.70Lakhs from the party of the First Part and accordingly released and relinquished their rights, title, interest and benefit under the said Agreement for Development in favour of the party of the Third Part.


  
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**22)** Thereafter, the said Original Licensees by named 1) Shri. Tulshiram Babu Patil 2) Smt. Anasoya alias Narmada Vasant Ghate 3) Smt. Chandrabai alias Chandrabaijaga Janarban Mundkar, have entered into an Agreement for Development dated 29/03/2017 in respect of Plot No.2, area measuring 749.96 Sq.Mtrs., situate, lying & being at Sector 4, Nade-Karanjode, Village-Vadghar, Tal-Panvel, District-Rajgad, Navi Mumbai, in favour of present Promoter and granted them development rights pertaining to aforesaid plot of land, upon the terms and conditions which are more particularly mentioned in it and for valuable consideration. By virtue of the said Agreement for Development, the Promoter has agreed to allot residential as well commercial premises to the Original Licensees, which are more particularly mentioned in the Annexure-A free of cost and without accepting any consideration and rest residential as well commercial premises in the said proposed building, which are more particularly mentioned in the Annexure-B shall be available to the Promoter for free sale in the open market (hereinafter referred to as "Free Sale Component").

**23)** The Promoter has appointed "Sheetal Nemane" Architects having her office at 17, Beheja Arcade, Sector 11, CBD, Belapur, Navi Mumbai & "Bahubali Dhamane", RCC Consultant having his office at F-7, Neighbourhood Shopping Complex, Sector-4, Nerul, Navi Mumbai for the preparation of the structural designs and drawings of the building and the Promoter accepts the professional supervision of said "Sheetal Nemane" & "Bahubali Dhamane", as a Architects & R.C.C. Consultant, respectively, till the completion of the proposed building on the aforesaid plot of land.

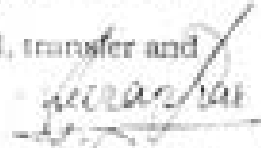
  
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24) Thereafter, the Corporation, upon scrutinizing below mentioned application, sanctions & orders such as 1) Architects online application dated.10/02/2016, 2) Final Transfer Order No.CIDCO/Estate/12.5%Scheme/Karanjale/96/2015/1140, dated.27/08/2015 3)Delay condonation NOC No.CIDCO/Estate/12.5% Scheme/Karanjale/96/2016/4395, did.19/01/2016 4) Maveja NOC No.CIDCO/Estate/12.5% Scheme/Karanjale/96/2015/3822, did.06/11/2015 5) Height Clearance NOC No. CIDCO/TPO(NM&K)/2015/974,did.29/10/2015 6) Fire NOC No.CIDCO/FIRE/HQ/452/2016, did.04/11/2016 & 7) 50% IDC paid of Rs.3,74,355/- vide Receipt No.16216, did.24/11/2016, granted its permission for development & approved Plans in respect of said Plot of land by its letter under Ref.No.CIDCO/B.P.15094/TPO(NM&K)/2016/1460, did.16/03/2017 & also issued Commencement Certificate under its Ref.No.CIDCO/B.P.15094/TPO(NM&K)/2016/1460, did.16/03/2017 as required under Section-45 of the Maharashtra Regional & Town Planning Act, 1966, in the name of M/s. Omkara Builders & Developers a registered Partnership Firm, to construct building thereon for (Residential+ Commercial) + Mercantile/Business(Commercial) (Residential + Commercial) purpose as per the terms & conditions which are more specifically mentioned in the said Commencement Certificate and thereby approved and sanctioned the Plans in respect of the proposed building having (Ground Floor + 06 Upper Floor), consisting of 42 Residential as well 05 Commercial Units, laying down certain terms and conditions & stipulations which are to be observed and performed by the Promoter and upon the observance and performance whereof the Completion and/or Occupancy Certificate will be granted by the CIDCO.

  
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Pune-411005, Raigad.  
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25) 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. OMKARA BUILDERS & DEVELOPERS a registered Partnership Firm, duly registered under the Indian Partnership Act, 1932 having its registered office at 607, Monarch Plaza, Plot No.56, Sector-11, CBD, Belapur, Navi Mumbai, 400 614, to the said Plot of land bearing Plot No.2, area admeasuring 749.96Sq.Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Village-Vadghar, Tal-Panvel, District-Raigad, Navi Mumbai, in the registration Sub-District and District Raigad under 12.5% Scheme of CIDCO LTD., acquired from CIDCO, is clear, marketable and free from encumbrances, subject to the terms & conditions as set out in the above said registered Agreement to Lease dated.08/06/2015 (Document No.Paval4-7202-2015) as well registered Tripartite Agreement, dated.25/08/2015 (Document No.Paval4-10649-2015) and also subject to Notice of Intimation dated.16/05/2017 in favour of State Bank of India by the Promoter herein for the sum of Rs.4,25,00,000/- against Plot No.2, area admeasuring 749.96Sq.Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Village-Vadghar, Tal-Panvel, District-Raigad, Navi Mumbai & Plot No.60, area admeasuring 749.90Sq.Mtrs., situate, lying & being at Sector-6, Node-Karanjade, Village-Vadghar, Tal-Panvel, District-Raigad, Navi Mumbai, in the registration Sub-District and District Raigad under 12.5% Scheme of CIDCO LTD., which is duly registered with Sub Registrar of Assurances at Panvel vide its registration at Serial No.3164/2017 on 12/06/2017.

26) I hereby also certify that, **M/s. OMKARA BUILDERS & DEVELOPERS** a registered Partnership Firm, is legally entitled to develop the said Plot of land and also entitled to sell, transfer and

  
**Jagdish N. Urankar**  
U.S.A. LL.B.  
Advocate-High Court  
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convey the Flats & Shops in the proposed building to be constructed on the said property in accordance with the terms and conditions which are more particularly discussed and mentioned in the said Agreement for Development, dated 29/03/2017 in any manner, at any consideration they deem fit to the intending 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 the REAL ESTATE (REGULATION & DEVELOPMENT) ACT, with MAHARASHTRA RULES, 2017 & MAHARASHTRA REGULATIONS, 2017 and to appropriate the sale proceeds thereof.

**DESCRIPTION OF PLOT OF LAND**

All that piece or parcel of Plot of land bearing Plot No.2, area admeasuring 749.96Sq.Mtrs., situate, lying & being at Sector-4, Node-Karanjode, Village-Vadghar, Tal-Panvel, District-Raigad, Navi Mumbai, in the registration Sub-District and District Raigad under 12.5% Scheme of CIDCO LTD., and the same is bounded as follows:

On or towards the North by : Plot No.3.


On or towards the South by : Plot No.1.

On or towards the East by : 20.00 Mtr. wide road.

On or towards the West by : Tate Power Corridor H T Line.

Place-Panvel.

Date.22/06/2017.

  
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B.S.L., LL.B.  
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