

Edate & Company

Advocate & Consultant in Property

N. N. Edate

BA (Spl), LL.B., LL.M,
Advocate, High Court,
Roll No. MAH/53169/1999
Enrolled on 25-01-1999
Ex-Marketing Manager/Law Officer
CIDCO Ltd.

109, 1st Floor,
Vardhaman Market, Plot No. 75,
Sector 17, Vashi,
Navi Mumbai 400 703.
Tel : 27800216
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Ref : /

Date :

25th June 2016

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN.

[a] Name of the Title Holder: - M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 having its principal place of business at 707, Devavrata, Plot No 83 , Sector-17, Vashi, Navi Mumbai 400 703.

[b] Details of property: -Plot No 3, admeasuring about 3298.64 square meters, situate, being and lying at Sector 8, Ulwe, Taluka Panvel, District Raigad.

Copies of documents examined: -

[1] Letter of allotment No CIDCO/Lands/Satyo/Ulwe/1E/587 A/2008 dated 4-4-2008 issued by the City and Industrial Development Corporation of Maharashtra Limited, a Govt. Company wholly owned by the State Govt. incorporated under the Companies Act, 1956 (I of 1956) and having its Registered Office at " Nirmal ", 2nd floor, Nariman Point, Mumbai, 400 021 [for short, the CIDCO] to [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh allotting to them Plot No 3, admeasuring about 3298.64 square meters, situate, being and lying at Sector 8, Ulwe, Taluka Panvel, District Raigad

[2] Agreement to Lease made at CBD Belapur Navi Mumbai on 8-4-2008 between the CIDCO therein referred to as the Corporation of the One Part and [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c]



- Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh therein collectively referred to as the Licensee of the Other Part duly stamped as per the Bombay Stamped Act, 1958 and registered under the provisions of the Indian Registration Act, 1908 under registration No PVL-3-3913/2008
- [3] Tripartite Agreement made at CBD Belapur, Navi Mumbai on 21-4-2008 between the CIDCO therein referred to as the Corporation of the First Part, [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh therein collectively referred to as the Original Licensee of the Second Part and M/S Krishna Developers through its Proprietor Mr. Sunil R. Israni therein referred to as the New Licensee of the Third Part, duly stamped as per the Bombay Stamped Act, 1958 and registered under the provisions of the Indian Registration Act, 1908 under document registration No PVL-3-4251-2008
- [4] Tripartite Agreement made at CBD Belapur, Navi Mumbai on 7-4-2015 between the CIDCO therein referred to as the Corporation of the First Part, M/S Krishna Developers through its Proprietor Mr. Sunil R. Israni therein referred to as the New Licensee of the Second Part, and M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 therein referred to as the Subsequent New Licensee of the Third Part duly stamped as per the Bombay Stamped Act, 1958 and registered under the provisions of the Indian Registration Act, 1908 under document registration No PVL-3-2175-2015
- [5] Letter No CIDCO/Estate/Satyo/Ulwe/587/2015 dated 23-4-2015 from the CIDCO transferring the above plot in the name of M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932
- [6] Commencement Certificate and Development Permission bearing No. CIDCO/ (BP)/13487/TPO(NM & K)2015/1532 dated 19-01-2016 issued by the CIDCO to M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 approving the building plans and issuing Commencement Certificate and Development Permission.

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My observations: -

I have investigated the title of M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 to the Plot No 3, admeasuring about 3298.64 square meters, situate, being and lying at Sector 8, Ulwe, Taluka Panvel, District Raigad (12.5% Scheme) more particularly described in the Schedule hereunder written (herein after referred to as "the said land"). I have to state as under: -

1. The City and Industrial Development Corporation of Maharashtra Limited, Govt. Company wholly owned by the State Govt. incorporated under the Companies Act, 1956 (I of 1956) having its Registered office at " Nirmal ", 2nd floor, Nariman Point, Mumbai, 400 021 (hereinafter referred to as "the CIDCO") is Govt. Company wholly owned by the State Govt. incorporated under the Companies Act, 1956 (I of 1956) and it is having its Registered office at " Nirmal ", 2nd floor, Nariman Point, Mumbai, 400 021 and it is further New Town Development Authority declared for the area designated as a site of the new town of Navi Mumbai by the State Govt. in exercise of its powers under Sub-sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966.(hereinafter referred to as the "MRTP Act").
2. The State Govt. had acquired the lands held privately in Navi Mumbai and vested such lands along with the Govt. Lands in the CIDCO for orderly development of new town of Navi Mumbai.
3. Accordingly lands held by [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh were acquired by the State Govt. for the above purpose.
4. As per scheme of the State Govt. [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai

Male

- Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh were entitled for an allotment of developed plot in lieu of her lands having been acquired by the State Govt. for the above project.
5. By its Letter of allotment No CIDCO/Lands/Satyo/Ulwe/1E/587 A/2008 dated 4-4-2008, the CIDCO allotted to them piece or parcel of land bearing Plot No 3, admeasuring about 3298.64 square meters, situate, being and lying at Sector 8, Ulwe, Taluka Panvel, District Raigad under (12.5% Scheme) for or at consideration and upon the terms and conditions contained therein.
 6. [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh paid to the CIDCO agreed lease premium.
 7. By Agreement to Lease made at CBD Belapur Navi Mumbai on 8-4-2008 between the CIDCO therein referred to as the Corporation of the One Part and [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh therein collectively referred to as the Licensee of the Other Part duly stamped as per the Bombay Stamped Act, 1958 and registered under the provisions of the Indian Registration Act, 1908 under registration No PVL-3-3913/2008, the CIDCO agreed to grant to them and they agreed to acquire a lease of the above plot being Plot No 3, admeasuring about 3298.64 square meters, situate, being and lying at Sector 8, Ulwe, Taluka Panvel, District Raigad under (12.5% Scheme) Taluka Panvel, District Raigad (herein after referred to as the said land) upon performance and observance by them of the obligations and the terms and conditions contained in the said Agreement to Lease for a period of sixty years from the date of execution of the said Agreement to Lease and granted to thedm a permission/license to enter upon the said land for the purpose of erecting a building containing residential Flats on the said land.



8. By a Tripartite Agreement made at CBD Belapur, Navi Mumbai on 21-4-2008 between the CIDCO therein referred to as the Corporation of the First Part, [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh therein collectively referred to as the Original Licensee of the Second Part and M/S Krishna Developers through its Proprietor Mr. Sunil R. Israni therein referred to as the New Licensee of the Third Part, duly stamped as per the Bombay Stamped Act, 1958 and registered under the provisions of the Indian Registration Act, 1908 under document registration No PVL-3-4251-2008, the CIDCO having permitted [a] Smt. Laxmibai Narhari Deshmukh, [b] Smt. Lata Narhari Deshmukh, [c] Ganpat Damodar Deshmukh, [d] Tikaram Damodar Deshmukh, [e] Smt. Sumanbai Vishnu Deshmukh and [f] Smt. Sushila Sitaram Deshmukh to transfer and assign to M/S Krishna Developers through its Proprietor Mr. Sunil R. Israni their rights, interests in or benefits under the said Agreement to Lease, had agreed to grant to M/S Krishna Developers through its Proprietor Mr. Sunil R. Israni a lease of the said land upon performance and observance by him upon obligations and the terms and conditions contained in the said Agreement to Lease read with the Tripartite Agreement herein before mentioned.
9. By subsequent Tripartite Agreement made at CBD Belapur, Navi Mumbai on 7-4-2015 between the CIDCO therein referred to as the Corporation of the First Part, M/S Krishna Developers through its Proprietor Mr. Sunil R. Israni therein referred to as the New Licensee of the Second Part, and M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 therein referred to as the Subsequent New Licensee of the Third Part duly stamped as per the Bombay Stamped Act, 1958 and registered under the provisions of the Indian Registration Act, 1908 under document registration No PVL-3-2175-2015, the CIDCO having permitted M/S Krishna Developers through its Proprietor Mr. Sunil R.



Israni to transfer and assign to M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932, has agreed to grant to M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 a lease of the said land upon performance and observance by them upon obligations and the terms and conditions contained in the said Agreement to Lease read with the Tripartite Agreements herein before mentioned.

10. The CIDCO thereafter has by its Letter No CIDCO/Estate/Satyo/Ulwe/587/2015 dated 23-4-2015 transferred the said land in the name of M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932.
11. The CIDCO has approved the plans for building intended to be erected on the said land and has accordingly issued the Commencement Certificate and Development Permission bearing No. CIDCO/(BP)/13487/TPO(NM & K)2015/1532 dated 19-01-2016.
12. Further M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 have confirmed and declared that they have not encumbered the said land in any manner.
13. By virtue of provisions contained in the said Agreement to Lease read with Tripartite Agreements herein before referred, M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 is entitled to erect the building or buildings on the said land and sell the flats to their intending buyers and also to transfer and assign their rights and interest in and benefits under the said Agreement to read with the Tripartite Agreement herein before recited subject to the terms and conditions contained therein in favour of the cooperative housing society or company or an association to be formed and registered of the flat purchasers as required under Section 10 of the MOFA 1963
14. Since the lands are vested by the State Government of Maharashtra in the CIDCO for the purpose of the development of new town of Navi Mumbai, the lands stand converted into Non Agricultural use and



further on acquisition of such land by the State Govt. such lands are vested free from all encumbrances in the CIDCO.

15. Subject to what is stated above, title of M/S Progressive Homes, a partnership firm registered under the provisions of the Indian Partnership Act 1932 to Plot No 3, admeasuring about 3298.64 square meters, situate, being and lying at Sector 8, Ulwe, Taluka Panvel, District Raigad is clear, marketable and free from encumbrances.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCLE OF LAND being Plot No 3, admeasuring about 3298.64 square meters, situate, being and lying at Sector 8, Ulwe, Taluka Panvel, District Raigad under (12.5% Scheme) Taluka Panvel, District Raigad, or thereabout falling within the Registration Sub District Panvel and District Raigad and within the area of Taluka Panvel, District Raigad, Navi Mumbai and the land being bounded as follows that is to say: -

On or towards the North by: - Plot No 2
On or towards the South by: - Plot No. 4
On or towards the East by: - Plot No 8 & 7
On or towards the West by: - 30.00 Mtrs wide road

For Edate & Company



PROPRIETOR
Advocate, High Court