

**HARISH S. GORE**

**B. A. LL. B.**

**ADVOCATE, HIGH COURT**

**B-10/0:5, Sector-1, Behind Sal Baba Mandir, Vashi, Navi Mumbai - 400703**

**Mobile No. 9820519274**

**TITLE CERTIFICATE**

This is to certify that I have investigated the title of **M/s. MADHURAAJ ENGINEERS & BUILDERS** through its Proprietor Shri. Madhhu Daulatrao Patil, aged 44 years, Indian Inhabitants, having office at Shop No. 7, Plot No. F-85, Sector-12, Kharghar, Navi Mumbai - 410 210 in respect of the property described below, on the basis of Photo Copies of Commencement Certificate Letter Ref. No. CIDCO/BP-12796/12883/IPO(NM & K)/2015/050 & 051 dated 16/01/2015, Height Clearance NOC issued by the CIDCO vide its Letter No. CIDCO/ TPO (NM&k)/2014 /319 dated 21/08/2014, Letter No. CIDCO/Vasahat /Satyo/ Talaje 756/2007 Dated 28/09/2007 issued for transfer, Registered Tripartite Agreement dated 21/09/2007, Letter No. CIDCO/Vasahat/Satyo/Talaje /756/2007 dated 21/09/2007 issued for permission to transfer Lease rights, Registered Agreement to Lease dated 04/09/2007, Allotment Letter Ref. No. CIDCO/Land - Talaje/Satyo/756/2007 dated 10/07/2007 & other relevant Documents which are produced to me by him and Search Report dated 13/05/2015 issued by me.

**DESCRIPTION OF THE PROPERTY:**

All that pieces or parcels of land or ground bearing **Plot No. 13** admeasuring **1099.80 Sq. Mtrs. or thereabout** lying being and situated in **Sector No. 09 in Talaje-Panchnand, Navi Mumbai of 12.5% (Erstwhile Gaothan Expansion Scheme), Taluka - Panvel and Dist. - Raigad, within the Registration District -Raigad, Sub-Registration District and Sub-Registrar - Panvel, and bounded as follows:-** On or towards the North by : Plot No. 12, On or towards the South by : Plot No. 16, On or towards the East by : Plot No. 14, On or towards the West by : Prop. 20 Mts. Wide Road, (hereinafter referred to as the '**SAID PLOT**').

1. The City and Industrial Development Corporation of Maharashtra Limited, a company incorporated under the companies Act of 1956 (I of 1956) and having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as the '**CORPORATION / CIDCO Ltd.**') is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966, hereinafter referred to as the '**SAID ACT**').

2. The State Government in pursuance to section 113(A) of the said Act, acquiring lands described therein and vesting such lands in the Corporation for Development and disposal.

3. The Letter Ref. No. CIDCO/L and=Talaje/Satyo/756/2007 dated 10/07/2007 issued by the CIDCO Ltd. to Shri. Babu Dharma Gharat and informed you that



your owned Land had been acquired for New Mumbai Project, therefore, you have been allotted the said Plot on Lease basis adhering to the terms and conditions of Scheme of 12.5% Gaothan Expansion Scheme in Manual / Computer Lottery Draw dated.— according to the Maharashtra Government Urban Development Department Resolution No. LQN/1985/1710/CR-217/85/NV-10, dated 06-03-1990 and thereafter made Government Resolution No. C.I.D./1094/2094/C. No. 287/N.V.-10 dated 28-10-1994 and upon the terms and conditions mentioned therein.

4. Thereafter, the Agreement to Lease made at CBD, Belpaur, Navi Mumbai, on this 04<sup>th</sup> day of September, 2007 between the CIDCO Ltd. through its Addl. Chief Land & Survey Officer Shri. Arun Deshmukh, being the Corporation of the One Part and Shri. Baban Dharma Gharat, being the Licensee of the Other Part in respect of the said Plot, the Corporation allotted and granted the said Plot to the Licensees on the LEASE BASIS for the term of 60 years start from the execution of the said Agreement to Lease and handed over a possession of the said Plot to the Licensee to enable the Licensee to construct Building/s for Residential use up to the permissible FSI, however Commercial use 15% of the permissible FSI on the said Plot upon the terms and conditions therein mentioned. It is registered under Document Sr. No. Uran(PVL2)/6130/2007 on 05/09/2007 & Receipt No. 1845870.
5. The Letter No. CIDCO/Vasahat/Satyo/Taloje/756/2007 dated 21/09/2007 issued by the CIDCO Ltd. to Shri. Baban Dharma Gharat on receiving an application and transfer fee from him, the CIDCO Ltd. granted him permission to transfer the said Plot to Shri. Madhhu Daulatrao Patil, Proprietor of M/s. Madhuraaj Engineers & Builders and upon the terms and conditions therein mentioned.
6. The Tripartite Agreement made at CBD, Belapur on this 21<sup>st</sup> day of September, 2007 between the CIDCO Ltd. through its Asst. Estate Officer Smt. V. N. Tambve, being the Corporation of the First Part and Shri. Baban Dharma Gharat, being the Original Licensee of the Second Part and M/s. Madhuraaj Engineers & Builders through its Prop. Shri. Madhhu Daulatrao Patil, being the New Licensees of the Third Part in respect of the said Plot. The Corporation granted a lease and the Original Licensee has transferred to the New Licensees all their rights, titles and interests in respect of the said Plot for the development and construction of Building/s for Residential use up to the permissible FSI, however Commercial use 15% of the permissible FSI from the execution of the said Agreement to Lease upon the terms and conditions mentioned therein. It is registered under Document Sr. No. Uran(PVL2)/06582/2007 on 21/09/2007 & Receipt No. 6595.
7. After completion the registration process and on submission of the copy of the said Registered Tripartite Agreement dated 21/09/2007 to the CIDCO Ltd., the CIDCO Ltd. certified that the said Tripartite Agreement was made between the CIDCO Ltd., the Original Licensees and the New Licensees and also registered the same under Uran(PVL2)/06582/2007 on 21/09/2007 & Receipt No. 6595 at Sub-Registrar, Uran (Panvel-2), on the basis of the said Tripartite Agreement, the CIDCO Ltd. transferred the said Plot in favor of the M/s. Madhuraaj Engineers &



Builders through its Proprietor Shri. Madhhu Daulatrao Patil vide its letter No. CIDCO/Vasahat/Satyo/Taloje 756/2007 dated 28/09/2007.

Meantime, the Special Civil Suit No. 166/2010 by Mr. Dilip Tukaram Darekar was filed on 06/04/2010 in the Court of Civil Judge Sr. Division, Panvel for fulfillment of the Suit Agreement and compensation and injunction upon the terms and conditions therein mentioned against 1. Shri. Baban Dharma Gharat, and 4 others in respect of the said Plot. Thereafter, Notice of Lis Pendense dated 06/06/2010 was made by Mr. Dilip Tukaram Darekar to give the notice of the Suit to all concerned upon the terms and conditions therein mentioned and it was registered under Document Sr. No. PVL3/5670/2010.

The Special Civil Suit No. 249/2011 by Smt. Jijabai Undir Patil was filed on 15/04/2011 in the Court of Hon'ble Civil Judge Sr. Division for making 1/6 part of the said Plot and permanent injunction upon the terms and conditions therein mentioned against 1. Shri. Baban Dharma Gharat, and 4 others in respect of the said Plot. Thereafter, Notice of Lis Pendense dated 24/06/2013 was made by Smt. Jijabai to give the notice of the Suit to all concerned upon the terms and conditions therein mentioned and it was registered under Document Sr. No. PVL3/5029/2013.

After sometimes, the Sp. Civil Suit No. 166/2010 was settled by way of compromise pursis made on 04/2014 by and between the Parties in the said Civil Suit upon the terms and conditions therein and it was also decided by the Hon'ble Court Civil Judge Sr. Division, Panvel on 28/04/2014 on the basis of the terms and conditions of the compromise pursis, thereafter, the Cancellation Article dated 01/07/2015 made by Dilip to cancel the said Registered Notice of Lis Pendens Document Sr. No. PVL3/5670/2010 upon the term and conditions therein mentioned. It was registered under Document Sr. No. PVL1/3329/2014 on 01/07/2014.

After sometimes, the Sp. Civil Suit No. 249/2011 was withdrawn by Smt. Jijabai on 02/05/2014 by making an Application and also by way of compromise in the said Civil Suit upon the terms and conditions therein and it was also decided and permitted by the Hon'ble Court Civil Judge Sr. Division, Panvel on the basis of the terms and conditions of the Application of withdrawal and compromise, thereafter, the Cancellation Article dated 05/07/2014 made by Smt. Jijabai to cancel the said Registered Notice of Lis Pendens Document Sr. No. PVL3/5029/2013 upon the term and conditions therein mentioned. It was registered under Document Sr. No. PVL3/4062/2014 on 05/07/2014.

8. Meantime, Height Clearance NOC issued by the CIDCO vide its Letter No. CIDCO/TPO(NM&k)/2014 /319 dated 21/08/2014 to M/s. Madhuraaj Engineers and Builders, they granted their NOC for height clearances of the Building to be constructed on the said Plot upon the terms and conditions therein mentioned.

Thereafter, the CIDCO Ltd. issued a Letter Ref. No. CIDCO/BP-12796/12883/IPO(NM & K)/2015/050 to M/s. Madhuraaj Engineers & Builders for an Order of Assessment of Construction & other Workers Welfare Cess as per Building and other construction workder's welfare cell rules, 1998 and separately



*[Handwritten signature]*

for an Order of Assessment of Development Charges as per Maharashtra Regional & Town Planning (Amended) Act, 2010 in respect of the said Plot and the proposed Building to be constructed thereon upon the terms and conditions therein mentioned and the CIDCO Ltd.

The CIDCO Ltd. issued a Letter Ref. No. CIDCO/BP-12796 /12883 /TPO(NM& K)/2015/051 on 16/01/2015 to M/s. Madhuraaj Engineers & Builders through Proprietor Shri. Madhhu Daulatrao Patil and granted a Commencement Certificate along with the Approved Plans for the development of the proposed Building/s consisting of Ground plus Eleven upper Floors having Residential Built Up area 1418.740 Sq. Mtrs. & Commercial Built up area 227.141 Sq. Mtrs. (Resi. Units 40 Nos. of Comm. Units 03) upon the terms and conditions therein mentioned.

9. M/s. Madhuraaj Engineers & Builders is seize and possessed of the said Plot for the lease term of 60 years on which building or buildings to be constructed for Residential users, however, commercial use up to the permissible FSI shall be allowed. M/s. Madhuraaj Engineers & Builders is fully seized and possessed of the necessary documents relating thereto and also further entitled to allot, transfer and assign all his rights, title and interest in respect of the said Plot.

After going through all the above record and the Search Report issued by me, I hereby certify that there are no impediments or hindrances in respect of the said Plot and the proposed building or buildings containing the residential units and commercial units to be constructed on the said Plot and that the title of the New Licensee **M/s. Madhuraaj Engineers & Builders** through its Proprietor Shri. Madhhu Daulatrao Patil in respect of the said Plot is clear and marketable and is free from all the encumbrances of whatsoever nature as per any applicable Law and aforesaid statements subject to the terms and conditions of the aforesaid Agreement to Lease and Tripartite Agreement and accordingly, **M/s. Madhuraaj Engineers & Builders** through its Proprietor Shri. Madhhu Daulatrao Patil entitled to deal with or dispose off by way of sale, transfer, assignment and alienation, the entire residential or commercial units in the building or buildings to be constructed on the said Plot referred hereinabove.

Place : Navi Mumbai, Date: 18<sup>th</sup> day of May, 2015

Issued by me



*[Signature]*

HARISH SURESH GORE  
B.A., LL.B.

ADVOCATE HIGH COURT  
Rm #5, Gd. Flr., Bldg. # 10, B Type,  
Nr. Sai Baba Mandir, Sec - 1, Vashi,  
Navi Mumbai - 400 703.