

**HARISH S. GORE**  
**B. A. LL. B.**  
**ADVOCATE, HIGH COURT**  
**B-10/0:5, Sector-1, Behind Sai 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 **Mr. MADHHU DAULATRAO PATIL**, aged 46 years, Indian Inhabitants, having office at Shop No. 8, Plot No. F-85, Sanyukta, Sector-12, Kharghar, Navi Mumbai – 410 210 to the property described below, at his request on the basis of Photo Copies of Commencement Certificate Letter Ref. No. CIDCO/BP-15150/TPO(NM & K)/2016/1064 dated 24/10/2016, Height Clearance NOC issued by the CIDCO vide its Letter Ref. No. CIDCO/TPO (NM&k)/2016/1091 dated 27/01/2016, Letter Ref. No. CIDCO/Vasahat/Satyo/Taloja-400/2016/4103 dated 12/01/2016 issued for transfer, Registered Tripartite Agreement dated 11/12/2015, Registered Agreement to Lease dated 02/11/2015, Public Notice dated 11/07/2017 in M. A. No. 342/2017, Heirship Certificate Order dated 17/03/2015 in Civil M. A. No. 808/2014, Order below Exh. 1 dated 26/03/2013 in Civil M. A. No. 271/2011, Civil M. A. Heirship Certificate Order dated 11/11/1997 in Civil M.A. No. 179/95, Allotment Letter Ref. No. Land/Panch/12.5% Scheme/400 dated 14/11/1994 & other relevant Documents which are produced to me by him.

**DESCRIPTION OF THE PROPERTY:**

All that pieces or parcels of land or ground bearing **All that piece and parcel of Land bearing Plot No. 17 having admeasuring 749.94 Sq. Mtrs. area (Under 12.5% Erstwhile Gaothan Expansion Scheme) lying being and situated in Sector 11 at Village – Taloje-Panchnand, Navi Mumbai - 410208, Taluka – Panvel & District-Raigad**, and bounded as follows:- On or towards the North by : 15 Mtrs Wide Road, On or towards the South by : Plot No. 24, On or towards the East by : Plot No. 18, On or towards the West by : Plot No. 16, (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. Land/Panch/12.5% Scheme/400 dated 14/11/1994 issued by the CIDCO Ltd. to Shri. Ragho Kamlya Patil and Others and informed them that their owned Land had been acquired for New Mumbai Project, therefore, they 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 upon the terms and conditions mentioned therein.

4. Meanwhile, the Smt. Shingibai @ Haribai Nama (Namdeo) Patil died on 13/10/1991, therefore, 1. Sau. Suman Ram Khanvkar, 2. Sau. Lilabai Chandrakant Patil, being the Applicants made a Misc. Application No. 179/95 in the Court of the Civil Judge, S D Panvel At Panvel for recognizing themselves as heirs of the said Deceased. The said Application was decided and the Hon'ble Court certified that the above named Applicants were the recognized heirs of the said Deceased Smt. Shingibai @ Haribai Nama (Namdeo) Patil and issued a Heirship Certificate dated 13/08/2015 upon the terms and conditions therein mentioned.

5. Meanwhile, the Meena Nana Patil died on 02/11/1990, therefore, 1. Suman Ram Khanvkar, 2. Lilabai Chandrakant Patil, being the Applicants made a Misc. Application No. 271//2011 in the Court of the Civil Judge, J D Panvel At Panvel for recognizing themselves as heirs of the said Deceased. The said Application was decided and the Hon'ble Court certified that the above named Applicants were the recognized heirs of the said Late Meena Nana Patil upon and given Order on Exh. No. 1 upon the terms and conditions therein mentioned.

Meanwhile, the Budhya @ Budhaji Kamlya Patil died on 30/07/2014, therefore, 1. Shri. Rajesh, 2. Shri. Shatrughna, 3. Shri. Maruti, 4. Smt. Nagubai, 5. Shri. Laxman, 6. Shri. Bharat Budhaji Patil, 7 Smt. Jana @ Janabai, 8. Roshan, 9. Avinash Ram Patil, being the Applicants made a Misc. Application No. 808/2014 in the Court of the Civil Judge, J D Panvel At Panvel for recognizing themselves as heirs of the said Deceased. The said Application was decided and the Hon'ble Court certified that the above named Applicants were the recognized heirs of the said Deceased Budhya @ Budhaji Kamlya Patil and issued a Heirship Certificate dated 17/03/2015 upon the terms and conditions therein mentioned.

6. Then, the above mentioned heirs were taken on record by the CIDCO Ltd., thereafter, the Agreement to Lease made at CBD, Belapur, Navi Mumbai on this 2<sup>nd</sup> day of November, 2015 between the CIDCO Ltd. through its., Development Officer & Addl. Chief Land & Survey Officer No. 1 (Panvel) Shri. J. L. Rathod, being the Corporation of the One Part and 1) Ragho Kamlya Patil, 2) Suman Ram Khanavkar, 3) Lilabai @ Rajeshri Chandrakant Patil, 4) Rajesh Budhaji Patil, 5) Shatrughan Budhaji Patil, 6) Maruti Budhaji Patil, 7) Nagibai Budhaji Patil, 8) Laxman Budhaji Patil, 9) Bharat Budhaji Patil, 10) Jana @ Janabai Ram Patil, 11) Roshan Ram Patil, 12) Avinash Ram Patil, being the Licensees of the Other Part in respect of the said Plot **All that piece and parcel of Plot No. 17 (under 12.5% erstwhile gaonthan expansion scheme) having admeasuring area 749.94 Sq. Mtrs., lying, being and situated in Sector 11 at Village Taloje-Panchnand, Navi Mumbai, Taluka – Panvel and District - Raigad, (hereinafter referred to as the SAID PLOT).** The Corporation granted and handed over a possession of the said Plot to the Licensee to enable them to construct Building/s for Residential purpose upto permissible FSI on the said Plot the Corporation allotted the said Plot to the Licensee on the LEASE BASIS for the term of 60 years start from the execution of the said Agreement to Lease upon the terms and conditions therein mentioned. It was registered under Document Sr. No. PVL4/13914/2015 on 03/11/2015 & Receipt No. 15563.



7. Meanwhile, the Tripartite Agreement is made and entered at CBD Belapur, Navi Mumbai on this 11<sup>th</sup> day of December, 2015, between the CIDCO Ltd., through its Manager(Town Services-II) Shri. A.B.Ghorpade being the Corporation of the First Part and 1) Shri. Ragho Kamlya Patil & 11 others, being the Original Licensees of the Second Part and M/s. Madhuraaj Engineers & Builders through its Proprietor Shri. Madhhu Daulatrao Patil, being the New Licensee of the Third Part in respect of the said Plot, the Corporation granted a lease of and the Original Licensees have transferred all their rights, titles and interest to the New Licensee in respect of the said Plot for the development of Residential building/s up to permissible FSI on the said Plot from the execution of the said Agreement to Lease upon the terms and conditions mentioned therein. It was registered under Document Sr. No. PVL 4/15671/2015 on 11/12/2015 & Receipt No. 17520.

8. Further, the Letter Ref. No. CIDCO/Vasahat/Satyo/Taloja-400/2016/4103 dated 12/01/2016 issued by the CIDCO Ltd. to M/s Madhuraaj Engineers and Builders through its Prop. Shri. Madhhu D. Patil certified that the said Plot transfer in the name of the New Licensee from the name of the Original Licensee on the basis of the Tripartite Agreement dated 11/12/2015 and registered Document Sr. No. PVL4/15671/2015 on 11/12/2015 & Receipt No. 17520 and upon the terms and conditions therein mentioned.

9. Meanwhile, the 1. Shri. Ragho Kamlya Patil died on 09/02/2017, therefore, 1. Gajanan Ragho Patil, 2. Vasant Ragho Patil, 3. Janardan Ragho Patil, 4. Indubai Ragho Patil, being the Applicants made a Misc. Application No. 342/2017 in the Court of the Civil Judge, J D Panvel At Panvel for recognizing themselves as heirs of the said Deceased. The said Application is made before the Hon'ble Court and public notice issued by the Court.

10. Thereafter, the said Plot total admeasuring area 749.94 Sq. Mtrs. is divided in three parts as 1<sup>st</sup> part of 250 Sq. Mtrs. area belongs to 1) Shri. Ragho Kamlya Patil, 2<sup>nd</sup> part of 250 Sq. Mtrs. area belongs to 2) Smt. Suman Ram Khanavkar & 3) Smt. Lilabai @ Rajashri Chandrakant Patil and 3<sup>rd</sup> part of 250 Sq. Mtrs. area belongs to 4) Rajesh Budhaji Patil & 8 others' names (5 to 12 as above mentioned). Meanwhile the Shri. Ragho Kamlya Patil passed away his legal heirs 1. Gajanan, 2. Vasant, 3. Janardan & 4. Indubai Ragho Patil together entered into Development Agreement with the New Licensee in respect of the 250 Sq. Mtrs. area which belongs to them out of the said Plot upon the terms and conditions which are decided and fixed by and between the Four and the New Licensees.

The 2) Suman Ram Khanavkar, 3) Lilabai @ Rajashri Chandrakant Patil together entered into Agreement with the New Licensee for outright selling 249.94 Sq. Mtrs. approximately 250 Sq. Mtrs. area which belongs to them out of the said Plot and sold the same vide the said Tripartite Agreement.

The 4) Rajesh Budhaji Patil (heirs Smt. Nirabai Rajesh Patil), 5) Shatrughan Budhaji Patil, 6) Maruti Budhaji Patil, 7) Nagibai Budhaji Patil, 8) Laxman Budhaji Patil, 9) Bharat Budhaji Patil, 10) Jana @ Janabai Ram Patil, 11) Roshan Ram Patil, 12) Avinash Ram Patil belongs to the 250 Sq. Mtrs. area out of the said Plot. Meanwhile, the Rajesh Budhaji Patil died therefore, Nirabai Rajesh Patil. being the Applicant made a Misc. Application in the Court of the Civil Judge, J D Panvel At Panvel for recognizing herself as heirs of the said Deceased. 7) Nagibai Budhaji Patil, 11) Roshan Ram Patil, 12) Avinash Ram Patil release their benefits & rights in favor of Smt. Nirabai Rajesh Patil, 5) Shatrughan, 6) Maruti, 7) Nagibai, 8) Laxman & 9) Bharat Budhaji Patil, 10) Jana @ Janabai Ram Patil. Thus, finally,


Smt. Nirabai Rajesh Patil, 5) Shatrughan, 6) Maruti, 8) Laxman & 9) Bharat Budhaji Patil, 10) Jana @ Janabai Ram Patil together belongs to the 250 Sq. Mtrs. area out of the said Plot and they entered into Development Agreement with the New Licensee in respect of the 250 Sq. Mtrs. area out of the said Plot upon the terms and conditions which are mutually decided and fixed by and between the Six and the New Licensees.

11. Meantime, Height Clearance NOC issued by the CIDCO vide its Letter No. CIDC/TPO(NM&k)/2016/1091 dated 27/01/2016 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.

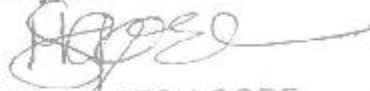
12. Thereafter, Then the Letter Ref. No. CIDCO/BP-15150/TPO (NM& K)/2016/1064 dated 24/10/2016 issued by the CIDCO Ltd., to M/s. Madhuraaj Engineers & Builders through its Prop. Shri. Madhhu Daulatrao Patil and granted a Commencement Certificate along with the Approved Plans for the development work of the proposed Residential + Mercantile /Business (Commercial) [Resi +Comm] Building consists of Ground plus 6<sup>th</sup> Upper Floors Net Built up area [Residential[ Resi+Comm] = 952.84, Mercantile /Business (Commercial) [Resi + Comm. ] = 109.05 Total BUA = 1061.89] Sq. Mtrs. Nos. of Res. Units :- 36, No. of Mercantile /Business(Comm.) Units :- 6 and this Commencement Certificate is valid up to plinth level only upon the terms and conditions mentioned therein.

13. 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, Tripartite Agreement and Development 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: 26<sup>th</sup> day of July, 2017

Issued by me



HARISH SURESH GORE  
B.A.L.L.B.  
ADVOCATE HIGH COURT  
Rm #5, Grd. Flr., Bldg. # 10, B Type,  
Nr. Saibaba Mandir, Sec. - 1, Vashi,  
Navi Mumbai - 400 703.

