

**GP LAW & ASSOCIATES
ADVOCATES & SOLICITORS**

Partners
Onkar Gupte
Ambika Gupte
Nilesh Pawar

Office:
271-272, Atrium, Satra Plaza,
Sector 19D, Vashi, Navi
Mumbai Tel. No.: 27830614

Ref.: OG/AG/05/2017

TITLE CERTIFICATE

Re:- Plot No. 82, admeasuring about 849.74 sq:mtrs lying being and situate at Sector No.5, Taloja Pachnand, Navi Mumbai, Taluka- Panvel, District - Raigad

1. At the request of **MR. PANDURANG RAOJI PATIL**, Proprietor of **M/S.RUPAL ENTERPRISES**, having his office at Shop No.9, Janata Market, Sector-3, Nerul (East), Navi Mumbai to issue to him a Title Certificate, we have caused 30 years search to be made in the offices of the Sub-Registrar of Assurances Panvel-1, 2, 3, 4 and 5 in respect of the captioned Plot. On the basis of search report submitted to us in respect of the aforesaid searches and upon perusal of the original and/or copies of original documents provided to us for inspection, we have to state as under.

2. We state as under:-
 - A. The City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter called "**the Corporation**") is the New Town Development Authority declared for the area designated as a site for the new town of



Navi Mumbai by 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 MRTP Act**");

- B. By an Allotment letter dated 24th June 2008 issued by the Corporation to Mr. Tukaram Mahadu Koparkar (hereinafter referred to as "**the Original Licensee**"), the Corporation agreed to allot Plot No. 82, admeasuring about 850 sq.mtrs. lying being and situate at Sector No. 5, Taloja Pachnand, Panvel, District Raigad, Navi Mumbai to the Original Licensee under the 12.5% Scheme of the Corporation;
- C. By an Agreement to Lease dated 2nd July 2008 entered at CBD-Belapur, Navi Mumbai between the Corporation of the One Part and the Original Licensee of the Other Part duly registered with the Sub-Registrar of Assurances, Uran, under Serial No. Uran-05125-2008 on 3rd July 2008, the Corporation agreed to grant a lease of Plot No. 82, admeasuring about 849.76 sq.mtrs. lying being and situate at Sector No. 5, Taloja Pachnand, Panvel, District Raigad, Navi Mumbai (hereinafter referred to as "**the said Plot**") to the Original Licensee for the term, premium, rent and upon the terms and conditions contained therein and in pursuance thereof the Corporation handed over possession of the said Plot to the Original Licensee:



- D. By a Tripartite Agreement dated 28th July 2008 made and entered between the Corporation, the Original Licensee and **MR. PANDURANG RAOJI PATIL**, Proprietor of **M/S.RUPAL ENTERPRISES** (hereinafter referred to as "**the Builder**") duly registered with the Sub-Registrar of Assurances Uran, under Serial No. URAN-05795-2008 on 28th July 2008, the Corporation granted permission to the Original Licensee to transfer his leasehold right and interest in the said Plot in favour of the Builder for the consideration and upon terms and conditions contained therein;
- E. The Corporation by its letter dated 1st August 2008 informed the Builder that it has recorded the name of the Builder as the New Licensee of the said Plot in its records;
- F. The Corporation by its Commencement Certificate dated 7th April 2015 bearing Reference No. CIDCO-12863/TPO(NM &K)2015/390 granted its permission to the Builder to commence construction of a building of stilt plus 7 upper floors consisting of 49 residential units on the said Plot subject to the terms and conditions as contained therein;
- G. By a Mortgage Deed dated 28th April 2016 entered between the Builder and Mrs. Chandraprabha Pandurang Patil of the One Part and The Deccan Co-operative Bank Limited (hereinafter referred to as "**the Mortgagee**") of the



Other Part, duly registered with the Sub-Registrar of Assurances, Thane – 3 under Serial No. TNN-3-3850-2016, the Builder and Mrs. Chandraprabha Pandurang Patil mortgaged the said Plot among other several other properties owned by the Builder and Mrs. Chandraprabha Pandurang Patil in favour of the Mortgagee for availing credit facilities to the extent of Rs. 5,00,00,000/- (Rupees five crore only) upon terms and conditions contained therein;

- H. The Builder has informed us that one Shri Namdev Hari Koparkar & Ors. have instituted a Regular Civil Suit bearing No. 213 of 2016 in the Hon'ble Court of Civil Judge (J.D.) Panvel at Panvel (hereinafter referred to as "**the said Suit**") against the Builder and others inter alia praying for declaration that the Tripartite Agreement registered under Serial No. 5795/ 2008 in favour of the Builder, Agreement to Lease dated 2nd July 2008 registered in favour of the Original Licensee, Letter of Intent dated 9th May 2008 and Allotment Letter dated 24th June 2008 issued in favour of the Original Licensee are null and void and ought to be cancelled. The Builder has informed us that they are contesting the said Suit and the same is pending final adjudication by the Hon'ble Court.
- I. By virtue of the aforesaid, the Builder is entitled to a leasehold right, interest and benefit over the said Plot and is developing the said Plot subject to the rights of the Mortgagee and the decision in the said Suit.



3. In the circumstances heretofore mentioned, we hereby certify that subject to what is stated hereinabove, **MR. PANDURANG RAOJI PATIL**, Proprietor of **M/S. RUPAL ENTERPRISES** has a leasehold right interest and benefit in and over the said Plot and is developing the said Plot subject to the rights of the Mortgagee and the decision in the said Suit.

Dated this 29th day of July 2017

GP Law & Associates



Partner

Encl.: As above