



Reshma S. Diwadkar

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Date: 13.07.2018

TITLE REPORT

On the basis of documents submitted by **Mistry Construction Co. Pvt. Ltd.** through its Authorised Representative Mr. Mahesh Busa, having office at 337, Krishna Niwas, Chandavarkar Road, Matunga(C), Mumbai – 400019, I hereby opine as under:

WHEREAS:

- 1) City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as “CIDCO”) 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 Sub Sections (1) and (3-A) of Section 113 of Maharashtra Regional & Town Planning Act, 1966 (Maharashtra XXXVII of 1966)
- 2) CIDCO has allotted Pocket **A** (12 ha.), **B** (20 ha.), **C** (0.85 Ha.), **D** (1.20 Ha.) & **E** (1.50 Ha.) at Sector-60, Nerul, Navi Mumbai to Mistry Construction Co. Pvt. Ltd. vide Letter of Allotment dated. 12.03.2009.
- 3) “CIDCO” entered into an Agreement to Lease with Mistry Construction Co. Pvt. Ltd. (hereinafter referred to as “**THE LICENSEE**”) for Pockets viz. A, D & E at Sector-60, Nerul, Navi Mumbai vide Agreement to Lease dated 22.08.2009 and was duly stamped and registered with Sub-Registrar Thane-3, vide Document No. TNN-3-4407/2001 Receipt No.4512 dated 24/08/2009 (Hereinafter referred to as “**Principal Agreement**”) for execution of the Golf Course and Country Club with Real Estate Development.
- 4) After execution of the “**Principal Agreement**”, the Said Project was subjected to prolonged litigation, which was then settled by the Hon’ble Supreme Court through its judgment dated 25th February, 2014 (“**SC Order**”). In line with the directions of the Hon’ble Supreme Court “CIDCO” and “**THE LICENSEE**” executed “**Modified Agreement to Lease**” comprising of all five Pockets namely “**A**”, “**B**”, “**C**”, “**D**” and “**E**” (as referred in “Letter of Allotment”) dated 12.03.2009 and was duly stamped and registered with Sub-Registrar Thane-5 vide Document No. TNN-5-12527/2016 on 4th November, 2016, thereby transferred and assigned all their rights, title and interest in the above five pockets to “**THE LICENSEE**” on receipt of consideration amount(Lease Premium). “**Modified Agreement to Lease**” executed on 4th November, 2016 also consist of “**Possession Receipt**” of all five pockets viz. “**A**”, “**B**”, “**C**”, “**D**” and “**E**” at Sector -60, Nerul, Navi Mumbai.
- 5) The title of **Mistry Construction Co. Pvt. Ltd.** to sale, assign and transfer and/or construct and sale residential units in the building constructed or to be constructed on the said Plot of land bearing Plot Nos. “**A**”, “**B**”, “**C**”, “**D**” and “**E**” lying and situated at Sector -60, Nerul, Navi Mumbai with reference to “**Modified Agreement to Lease**” executed between “CIDCO” and “**THE LICENSEE**” i.e. **Mistry Construction Co. Pvt. Ltd.** appear to be free, clear, legal and marketable.

Place: Mumbai

Date: 13.07.2018

Adv. RESHMA S. DIWADKAR

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