

**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**

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**TITLE CERTIFICATE**

This is to certify that I have investigated a title of **M/s RND BUILDERS & DEVELOPERS** through its Partners 1) **Mr. NANDLAL RUPCHAND RAJPAL** & 2) **Mr. DEEP NANDLAL RAJPAL** is a registered Partnership under Indian Partnership Act, 1932 having office at 202, Big Splash, Sector-17, Vashi, Navi Mumbai – 400 703 to an Immovable Property being Plot described below at their Request, on the basis of the Photo copies of the Documents as Photo Copies of Commencement Certificate Letter Ref. No. CIDCO/BP-15196/TPO(NM & K)/2016/1292 dated 10/01/2017, Height Clearance NOC issued by the CIDCO vide its Letter No. CIDC/TPO(NM&k)/2016/1220 dated 11/05/2016 Letter Ref. No. CIDCO/Vasahat/Satyo/Dronagiri/1201/2016/7165 dated 04/04/2016 issued by the CIDCO Ltd. for transfer, Letter NOC No. 188 CIDCO/Vasahat/Satyo/Dronagiri/2016/ 6707 dated 21/03/2016 issued by the CIDCO Ltd. for permission to transfer, Registered Tripartite Agreement dated 21/03/2016, Notice dated 29/01/2016 issued by Advocate P. G. Danawale, Letter No. CIDCO/Vasahat/Satyo/Dronagiri/1201/2011/015 dated 13/01/2012 issued for transfer, Registered Tripartite Agreement (Development Agreement as per Index II) dated 30/12/2011, Letter Ref. No. CIDCO/Vasahat/Satyo/Dronagiri/1201/2011 dated 13/01/2012 issued by the CIDCO Ltd. for permission to transfer, Registered Agreement to Lease 24/11/2011, Letter dated 03/10/2011 in Lottery No. Dronagiri – IV dated 17/08/2007 for an allotment of the said Plot, Letter Ref. No. CIDCO/Land/Satyo/Dronagiri/1201/2011 dated 30/09/2011 for Photo and left thumb impression under Biometric System, Heirship Certificate dated 22/12/2010 in Civil Misc. Appl No. 268/2008, Letter Ref. No. CIDCO/Land/Satyo/ Dronagiri/S. Lottery/394/2007 dated 21/08/2007 for Interim Intent Letter & other relevant Documents which are produced to me by them.

**DESCRIPTION OF THE PROPERTY:**

All that piece and parcel of Land bearing Plot No. 05 having admeasuring 1250 Sq. Mtrs. area (Under 12.5% Erstwhile Gaothan Expansion Scheme) lying being and situated in Sector 54 at Village- Dronagiri, Navi Mumbai – 400702, Taluka- Uran & District- Raigad or thereabout bounded as follows:- On or towards the North by : Plot No. 5A, On or towards the South by : Plot No. 4, On or towards the East by : 22.00 M. Wide Road, On or towards the West by : Plot No. 9 & 10, (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



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registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as the 'CORPORATION / CIDCO Ltd.')

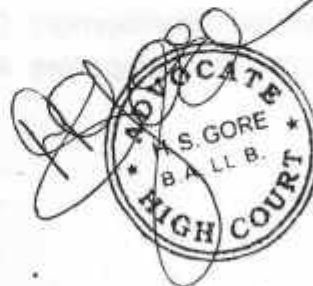
is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966, 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/Land/Saty/Dronagiri/S. Sodat/394/2007 dated 21/08/2007 issued by the CIDCO Ltd. to Shri. Hira Bama Bhoir for Interim Intent Letter of All that piece and parcel of land bearing Plot No. 5 ( Under 12.5% Erstwhile Gaonthan expansion scheme) admeasuring area 1250 Sq. Mtrs., lying, being and situated in Sector 54 at Village Dronagiri, Navi Mumbai, Taluka Uran & Dist. Raigad for completing the terms and conditions as therein mention.

4. Meanwhile, the Smt. Manjulabai Mahadev Bhoir died on 31/10/2007 at Panaje, Tal. Uran, Dist. Raigad, leaving behind her legal heirs, 1. Mohan, 2. Naresh, 3. Kishor & 4. Vilas Mahadev Bhoir, 5. Laxmi Vitthal Patil, 6. Nandala, 7. Dharmendra & 8. Mangesh Bhalchandra Patil, being the Applicants made a Civil Misc. Application No. 268/2008 to the Court of the Civil Judge (Jr. Div.), Uran At Uran, Tal. Uran, Dist. Raigad. 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. Manjulabai Mahadev Bhoir and issued a Heirship Certificate dated 22/12/2010 upon the terms and conditions therein mentioned.

5. Thereafter, the Letter dated 03/10/2011 in Lotter No. Dronagiri - IV dated 17/08/2007 issued by the CIDCO Ltd. to Shri. Hira Bamu Bhoir, Late Manjulabai Mahadev Bhoir & Late Champabai Bhalchandra Patil and their Heirs 1) Shri. Mohan, 2) Shri. Naresh, 3) Shri. Kishor, & 4) Shri. Vilas Mahadeo Bhoir, 5) Smt. Laxmibai Vitthal Patil, 6) Shri. Nandlal, 7) Dharmendra, & 8) Shri. Mangesh Bhalchandra Patil 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% Gaonthan Expansion Scheme in Manual / Computer Lottery Draw dated 17/08/2007 according to the Maharashtra Government Urban Development Department Resolution No. LQN/1985/1910/CR-217/85/NV-10, dated 06/03/1990 and upon the terms and conditions mentioned therein.



6. Then, the Agreement to Lease made at CBD, Belapur, Navi Mumbai on this 24<sup>th</sup> day of October, 2011 between the CIDCO Ltd., through its., Chief Land & Survey Officer Shri. K. B. Phand, being the Corporation of the One Part and 1. Shri. Hira Bama Bhoir, 2. Shri. Mohan Mahadev Bhoir, 3. Shri. Naresh Mahadev Bhoir, 4. Shri. Kishor Mahadev Bhoir, 5. Shri. Vilas Mahadev Bhoir, 6. Smt. Laxmi Vitthal Patil, 7. Shri. Nandala Bhalchandra Patil, 8. Shri. Dharmendra Bhalchandra Patil, 9. Shri. Mangesh Bhalchandra Patil, being the Licensees of the Other Part in respect of 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. URN/1471/2011 on 09/11/2011 & Receipt.
7. Meanwhile, the Letter Ref. No. CIDCO/Vasahat/Satyo/Dronagiri/1201/2011 dated 14/12/2011 issued by the CIDCO Ltd. to Shri. Hira Bama Bhoir & other, with reference to their Application dated 24/11/2011 and on receiving transfer fee in respect of the said Plot, the CIDCO Ltd. granted its permission to the Original Licensee/s to transfer the said Plot to M/s. Om Enterprises upon the terms and conditions therein mentioned.
8. Thereafter, the Tripartite Agreement is made and entered at Navi Mumbai on this 30<sup>th</sup> day of December, 2011, between the CIDCO Ltd., through its, Asst. Estate Officer Shri. M. N. Bhoir being the Corporation of the First Part and 1. Hira Bama Bhoir & 8 others, being the Original Licensees of the Second Part and M/s. Om Enterprises through its Proprietor Shri. Lalji Damji Shankhala, being the New Licensees 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. URN/1802/2011 on 30/12/2011 & Receipt.
9. Further, the Letter Ref. No. CIDCO/Vasahat/Satyo/Dronagiri/1201/2011/015 dated 13/01/2012 issued by the CIDCO Ltd. to the New Licensee and certified that the said Plot is transferred in the name of the New Licensee from the name of the Original Licensees on the basis of the Tripartite Agreement dated 30/12/2011 and registered Document Sr. No. Uran/1802/2011 on 30/12/2011 upon the terms and conditions therein mentioned.
10. Meanwhile, the Letter NOC No. 188 & Ref. No. CIDCO/Vasahat/Satyo/Dronagiri/2016/6707 dated 21/03/2016 issued by the CIDCO Ltd. to the New Licensee with reference to their Application dated 25/02/2016 and on-receiving transfer fee in respect



*[Handwritten Signature]*

of the said Plot, the CIDCO Ltd. granted its permission to the New Licensee transfer the said Plot to M/s. RND Builders & Developers upon the terms and conditions therein mentioned.

11. Then, the Tripartite Agreement is made and entered at Navi Mumbai on this 21<sup>th</sup> day of March, 2016, between the CIDCO Ltd., through its, Manager ( Town Services-II) Shri. A. B. Ghorpade, being the Corporation of the First Part and M/s. Om Enterprises through its Proprietor Shri. Lalji Damji Shankhala, being the New Licensee of the Second Part and M/s. RND Builders & Developers through its Partners 1) Shri. Nandlal Rupchand Rajpal and 2) Shri. Deep Nandlal Rajpal, being the Subsequent New Licensees of the Third Part in respect of the said Plot, the Corporation granted a lease of and the New Licensee have transferred all their rights, titles and interest to the Subsequent New Licensees 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 Tripartite Agreement upon the terms and conditions mentioned therein. It was registered under Document Sr. No. URN/470/2016 on 21/03/2016 & Receipt No.758.

12. Finally, the Letter Ref. No. CIDCO/Vasahat/Satyo/Dronagiri/2016/7165 dated 04/04/2016 issued by the CIDCO Ltd. to the Subsequent New Licensees certified that the said Plot transfer in the name of the Subsequent New Licensees from the name of the New Licensee on the basis of the Tripartite Agreement dated 21/03/2016 and registered Document Sr. No. Uran/470/2016 on 21/03/2016 upon the terms and conditions therein mentioned.

13. Meanwhile, Height Clearance NOC issued by the CIDCO vide its Letter No. CIDC/TPO(NM&k)/2016/1220 dated 11/05/2016 to M/s. RND Builders and Developers, and 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 Letter Ref. No. CIDCO/BP-15196/TPO(NM & K)/2016/1292 dated 10/01/2017 issued by the CIDCO Ltd., to M/s. R. N. D. Builders and Developers and granted a Commencement Certificate for the development work of the proposed Residential [Resi+Comm] + Mercantile /Business (Commercial) [ Resi+Comm] in 12.5% Scheme plot consists of Ground plus 12<sup>th</sup> Upper Floors Net Built up area [Residential [ Resi+Comm] = 1,725.79, Mercantile /Business (Commercial) [Resi + Comm. ] = 140.70 Total BUA = 1866.49] Sq. Mtrs. Nos. of Residential Units :- 53, No. of Mercantile /Business(Commercial) Units :- 05 and this Commencement Certificate is valid up to plinth level only upon the terms and conditions mentioned therein.

14. M/s. RND Builders and Developers are seized 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. RND Builders and Developers are 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. I enquire the Subsequent New Licensees about any pending litigation/Courts case in respect of the said Plot, the Subsequent New Licensees replied negative.

After going through all the above record, 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 Subsequent New Licensee M/s. RND Builders and Developers 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 Agreements and accordingly, M/s. RND Builders and Developers through its Partners 1) Mr. Nandlal Rupchand Rajpal and 2) Mr. Deep Nandlal Rajpal 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: <sup>H)</sup> 28 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,  
NaviMumbai - 400 703.

