

Ajay D. Gaikwad
B.L.S., I.L.B., D.C.L.

ADVOCATE, HIGH COURT



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Date:- 22/06/2020

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TITLE CERTIFICATE

Re: All that piece and parcel of land bearing **plot no 4, plot no 4A, plot no 5**, totally admeasuring **5250 Sq. Mts** situated in **sector 15, Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad.**

TO WHOMSOEVER IT MAY CONCERN.

This is to certify that I have investigated the title of all that piece and parcel of land being **plot no 4, plot no 4A, plot no 5**, totally admeasuring **5250 Sq. Mts** situated in **sector 15, Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad.**

1. The **City and Industrial Development Corporation of Maharashtra Limited**, a company incorporated under the Companies Act, 1956 (1 of 1956) hereinafter referred to as "**The Corporation**" 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) & (3A) of Section 113 of Maharashtra Regional & Town Planning Act, 1966 has acquired the lands within the delineated area of Navi Mumbai and vested the same in the **Corporation.**



2. By an Allotment Letter dtd **18/09/1995** having Ref. no. **Taloja/13/353** the **Corporation** has allotted **plot no 04**, totally admeasuring **1649.90 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** to (1) **Shri Ganesh Kathor Keni** (2) **Smt. Nagubai Vasant Mhatre** both residing at **Village Pethali, Taluka Panvel Dist. Raigad** in lieu of the acquisition of their properties.
3. By an **Agreement to Lease** dtd **08th day of October 2007** entered into between the "**CORPORATION**" of the One Part and (1) **Shri Ganesh Kathor Keni** (2) **Smt. Nagubai Vasant Mhatre** (hereinafter referred to as the **LICENCEES**) of the Other Part for all that piece and parcel of land being **plot no 4**, totally admeasuring **1649.90 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** (hereinafter referred to as the **SAID PLOT**) the **CORPORATION** agreed to grant a lease of the **SAID PLOT** in favor of the **LICENSEES** at or for the consideration as mentioned in the Said **Agreement to Lease** and on performing and complying with all terms and conditions of the said **Agreement to Lease** the **CORPORATION** has handed over the possession of the **SAID PLOT** to the **LICENSEES**. The said **Agreement to Lease** has been duly registered at the **Sub Registrar of Assurances** at **Panvel** on **09/10/2007** vide **Doc. no PVL3-09810-2007** and receipt no 9910 dtd **09/10/2007**.
4. **And Whereas** on an application by the **LICENSEES, CIDCO** has issued a no objection certificate vide its letter no **CIDCO/VASAHAT/SATYO/TALOJA/353/2007** to the **LICENSEES** permitting the **LICENSEES** to transfer, assign their rights, title, interest in the **SAID PLOT** to **M/s. Tirupati Land**



Infrastructure Pvt Ltd having address at **Bungalow No. 18, Swati Park, Killa Gaothan, C,B.D. Belapur, Navi Mumbai Tal. & Dist.-Thane.**

5. By a **Tripartite Agreement** dtd **26/10/2007** executed by and between the **CORPORATION**, the **LICENSEES** (1) **Shri Ganesh Kathor Keni** (2) **Smt. Nagubai Vasant Mhatre** and **M/s. Tirupati Land Infrastructure Pvt Ltd** through its authorised signatory (hereinafter referred to as the **NEW LICENSEE**) having its office at **Bungalow No. 18, Swati Park, Killa Gaothan, C,B.D. Belapur, Navi Mumbai Tal. & Dist.-Thane** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide its **Receipt No. 10557, Doc.no-PVL3/10442/2007** dated **26/10/2007** the **LICENSEES** have transferred, assigned all their rights, title, interest in respect of all that piece and parcel of land being **plot no 4, totally admeasuring 1649.90 Sq. Mts.,** situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** in the name of the **NEW LICENSEE.**
6. By its letter having Reference no **CIDCO/VASAHAT/SATYO/TALOJA/353/2007** the **CORPORATION** has substituted the **LICENSEES** (1) **Shri Ganesh Kathor Keni** (2) **Smt. Nagubai Vasant Mhatre** with **M/s. Tirupati Land Infrastructure Pvt Ltd** as the **NEW LICENSEE** in respect of the **SAID PLOT** in its records.
7. **And Whereas** on an application dtd **04/02/2011** by the **NEW LICENSEE M/s. Tirupati Land Infrastructure Pvt Ltd, CIDCO** has issued a no objection certificate vide its letter no **CIDCO/VASAHAT/SATYO/TALOJA/353/2011** dtd **11/02/2011** to the **NEW LICENSEE** permitting the **NEW LICENSEE** to transfer,



assign its rights, title, interest in the **SAID PLOT** to **M/s. Oscar Infrastructure Logistics Pvt Ltd.**

8. By a **Tripartite Agreement** dtd **21/02/2011** executed by and between the **CORPORATION**, the **NEW LICENSEE M/s. Tirupati Land Infrastructure Pvt Ltd** through its authorised signatory and **M/s. Oscar Infrastructure Logistics Pvt Ltd** (hereinafter referred to as the **SUBSEQUENT NEW LICENSEE**) having its address at **Office No. 711, Corporate Centre, Nirmal Lifestyle, Mulund (W) Mumbai** and duly registered at the **Sub Registrar of Assurances at Panvel** vide its **Receipt No. 1969, Doc.no-PVL3/01939/2011** dated **21/02/2011** the **NEW LICENSEE** has transferred, assigned all its rights, title, interest in respect of all that piece and parcel of land being **plot no 4**, totally admeasuring **1649.90 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** in the name of the **SUBSEQUENT NEW LICENSEE**.
9. By its letter having Reference no **CIDCO/VASAHAT/SATYO/TALOJA/353/2011** dtd **25/02/2011** the **CORPORATION** has substituted the **NEW LICENSEE M/s. Tirupati Land Infrastructure Pvt Ltd** with **M/s. Oscar Infrastructure Logistics Pvt Ltd** as the **SUBSEQUENT NEW LICENSEE** in respect of the **SAID PLOT** in its records.
10. By an Allotment Letter dtd **05/02/2008** having Ref. no. **CIDCO/Bhumi-13/Satyo/Taloja/2008/243+972** the **Corporation** has allotted **plot no 4A**, totally admeasuring **1800.18 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** to (1) **Shri Bhagwan Raghunath Bhoir** (2) **Smt. Shevantibai Undrya Madhavi** (3) **Smt. Kamlabai**



Balaram Wajekar (4) Smt. Surekha Suresh Patil (5) Smt. Shashikala Dilip Pawar (6) Kum. Sunita Undrya Madhavi all residing at **Village Pendhar, Taluka Panvel Dist. Raigad** in lieu of the acquisition of their properties.

11. By an **Agreement to Lease** dtd. **11th day of February 2008** entered into between the "**CORPORATION**" of the One Part and (1) **Shri Bhagwan Raghunath Bhoir** (2) **Smt. Shevantibai Undrya Madhavi** (3) **Smt. Kamlabai Balaram Wajekar** (4) **Smt. Surekha Suresh Patil** (5) **Smt. Shashikala Dilip Pawar** (6) **Kum. Sunita Undrya Madhavi** (hereinafter referred to as the **LICENCEES**) of the Other Part for all that piece and parcel of land being **plot no 4A**, totally **admeasuring 1800.18 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** (hereinafter referred to as the **SAID PLOT**) the **CORPORATION** agreed to grant a lease of the **SAID PLOT** in favor of the **LICENSEES** at or for the consideration as mentioned in the Said **Agreement to Lease** and on performing and complying with all terms and conditions of the said **Agreement to Lease** the **CORPORATION** has handed over the possession of the **SAID PLOT** to the **LICENSEES**. The said **Agreement to Lease** has been duly registered at the **Sub Registrar of Assurances** at **Panvel** on **12/02/2008** vide **Doc. no PVL1-01358-2008** and **receipt no 1426** dtd **12/02/2008**.
12. **And Whereas** on an application by the **LICENSEES**, **CIDCO** has issued a no objection certificate vide its letter no **CIDCO/VASAHAT/SATYO/TALOJA/243+972/2008** to the **LICENSEES** permitting the **LICENSEES** to transfer, assign their rights, title, interest in the **SAID PLOT** to **M/s. Krishna Developers** through its **Proprietor Shri Sunil R Israni** having address at **Office No.**



2, Maruti Mount View, Plot No 24, Sector 8B, C.B.D.Belapur, Navi Mumbai Tal. & Dist.-Thane.

13. By a **Tripartite Agreement** dtd **29/09/2008** executed by and between the **CORPORATION**, the **LICENSEES** (1) **Shri Bhagwan Raghunath Bhoir** (2) **Smt. Shevantibai Undrya Madhavi** (3) **Smt. Kamlabai Balaram Wajekar** (4) **Smt. Surekha Suresh Patil** (5) **Smt. Shashikala Dilip Pawar** (6) **Kum. Sunita Undrya Madhavi** and **M/s. Krishna Developers** through its **Proprietor Shri Sunil R Israni** (hereinafter referred to as the **NEW LICENSEE**) having his address at **Office No. 2, Maruti Mount View, Plot No 24, Sector 8B, C.B.D.Belapur, Navi Mumbai Tal. & Dist.-Thane** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide its **Receipt No. 8842, Doc.no-PVL3/08650/2008** dtd **29/09/2008** the **LICENSEES** have transferred, assigned all their rights, title, interest in respect of all that piece and parcel of land being **plot no 4A**, totally admeasuring **1800.18 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** in the name of the **NEW LICENSEE**.
14. By its letter having Reference no **CIDCO/VASAHAT/SATYO/TALOJA/243+972/2008** the **CORPORATION** has substituted the **LICENSEES** (1) **Shri Bhagwan Raghunath Bhoir** (2) **Smt. Shevantibai Undrya Madhavi** (3) **Smt. Kamlabai Balaram Wajekar** (4) **Smt. Surekha Suresh Patil** (5) **Smt. Shashikala Dilip Pawar** (6) **Kum. Sunita Undrya Madhavi** with **M/s. Krishna Developers** through its **Proprietor Shri Sunil R Israni** as the **NEW LICENSEE** in respect of the **SAID PLOT** in its records.



15. **And Whereas** on an application by the **NEW LICENSEE M/s. Krishna Developers** through its **Proprietor Shri Sunil R Israni** **CIDCO** has issued a no objection certificate vide its letter no **CIDCO/VASAHAT/SATYO/TALOJA-PANCHNAND/243+972/2010** to the **NEW LICENSEE** permitting the **NEW LICENSEE** to transfer, assign his rights, title, interest in the **SAID PLOT** to **M/s. Oscar Infrastructure Logistics Pvt Ltd.**
16. By a **Tripartite Agreement** dtd **20/09/2010** executed by and between the **CORPORATION**, the **NEW LICENSEE M/s. Krishna Developers** through its **Proprietor Shri Sunil R Israni** and **M/s. Oscar Infrastructure Logistics Pvt Ltd** (hereinafter referred to as the **SUBSEQUENT NEW LICENSEE**) having its address at **Office No. 711, Corporate Centre, Nirmal Lifestyle, Mulund (W) Mumbai** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide its **Receipt No. 9538, Doc.no-PVL3/09268/2010** dated **20/09/2010** the **NEW LICENSEE** has transferred, assigned all his rights, title, interest in respect of all that piece and parcel of land being **plot no 4A**, totally **admeasuring 1800.18 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** in the name of the **SUBSEQUENT NEW LICENSEE.**
17. By its letter having Reference no **CIDCO/VASAHAT/SATYO/TALOJA/243+972/2010/26355** dtd **24/09/2010** the **CORPORATION** has substituted the **NEW LICENSEE M/s. Krishna Developers** through its **Proprietor Shri Sunil R Israni** with **M/s. Oscar Infrastructure Logistics Pvt Ltd** as the **SUBSEQUENT NEW LICENSEE** in respect of the **SAID PLOT** in its records.



18. By an Allotment Letter dtd **18/09/1995** having Ref. no. **Taloja/13/064** the **Corporation** has allotted **plot no 5**, totally admeasuring **1799.91 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** to **Shri Dhondu Kana Patil** residing at **Village Ghot, Post. Vavanje, Taluka Panvel, Dist. Raigad** in lieu of the acquisition of his properties.
19. By an **Agreement to Lease** dtd **04th day of January 2007** entered into between the "**CORPORATION**" of the One Part and **Shri Dhondu Kana Patil** (hereinafter referred to as the **LICENCEE**) of the Other Part for all that piece and parcel of land being **plot no 5**, totally admeasuring **1799.91 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** (hereinafter referred to as the **SAID PLOT**) the **CORPORATION** agreed to grant a lease of the **SAID PLOT** in favor of the **LICENSEE** at or for the consideration as mentioned in the Said **Agreement to Lease** and on performing and complying with all terms and conditions of the said **Agreement to Lease** the **CORPORATION** has handed over the possession of the **SAID PLOT** to the **LICENSEE**. The said **Agreement to Lease** has been duly registered at the **Sub Registrar of Assurances** at **Panvel** on **04/01/2007** vide **Doc. no PVL3-119-2007** and **receipt no 119** dtd **04/01/2007**.
20. **And Whereas** on an application by the **LICENSEE, CIDCO** has issued a no objection certificate vide its letter no **CIDCO/VASAHAT/SATYO/TALOJA-PANCHNAND/64/2007** to the **LICENSEE** permitting the **LICENSEE** to transfer, assign his rights, title, interest in the **SAID PLOT** to **M/s. A.M. Construction** through its **Proprietor Shri Abdul Kasam Majothi**



having address at **Plot No. 10, Sector 5, Ghansoli, Navi Mumbai 400 701 Tal. & Dist.-Thane.**

21. By a **Tripartite Agreement** dtd **13/03/2007** executed by and between the **CORPORATION**, the **LICENSEE Shri Dhondu Kana Patil** and **M/s. A.M. Construction** through its **Proprietor Shri Abdul Kasam Majothi** (hereinafter referred to as the **NEW LICENSEE**) having his address at **Plot No. 10, Sector 5, Ghansoli, Navi Mumbai 400 701 Tal. & Dist.-Thane** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide its **Receipt No. 2802, Doc.no-PVL3/2783/2007** dtd **13/03/2007** the **LICENSEE** has transferred, assigned all his rights, title, interest in respect of all that piece and parcel of land being **plot no 5**, totally **admeasuring 1799.91 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** in the name of the **NEW LICENSEE**.
22. By its letter having Reference no **CIDCO/VASAHAT/SATYO/TALOJA-PANCHNAND/64/2007** the **CORPORATION** has substituted the **LICENSEE Shri Dhondu Kana Patil** with **M/s. A.M. Construction** through its **Proprietor Shri Abdul Kasam Majothi** as the **NEW LICENSEE** in respect of the **SAID PLOT** in its records.
23. **And Whereas** on an application by the **NEW LICENSEE, CIDCO** has issued a no objection certificate vide its letter no **CIDCO/VASAHAT/SATYO/TALOJA-PANCHNAND/64/2007** to the **LICENSEE** permitting the **NEW LICENSEE** to transfer, assign his rights, title, interest in the **SAID PLOT** to **M/s. Tirupati Land Infrastructure Pvt Ltd** having address at **Bungalow No. 18, Swati Park, Killa Gaothan, C,B.D. Belapur, Navi Mumbai Tal. & Dist.-Thane.**



24. By a **Tripartite Agreement** dtd **03/08/2007** executed by and between the **CORPORATION**, the **NEW LICENSEE M/s. A.M. Construction** through its **Proprietor Shri Abdul Kasam Majothi** and **M/s. Tirupati Land Infrastructure Pvt Ltd** through its authorised signatory (hereinafter referred to as the **SUBSEQUENT LICENSEE**) having its office at **Bungalow No. 18, Swati Park, Killa Gaothan, C.B.D. Belapur, Navi Mumbai Tal. & Dist.-Thane** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide its **Receipt No.8065, Doc.no-PVL3/7988/2007** dated **03/08/2007** the **LICENSEE** has transferred, assigned all his rights, title, interest in respect of all that piece and parcel of land being **plot no 5**, totally **admeasuring 1799.91 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** in the name of the **SUBSEQUENT LICENSEE**.
25. By its letter having Reference no **CIDCO/VASAHAT/SATYO/TALOJA-PANCHNAND/64/2007** the **CORPORATION** has substituted the **NEW LICENSEE M/s. A.M. Construction** through its **Proprietor Shri Abdul Kasam Majothi** with **M/s. Tirupati Land Infrastructure Pvt Ltd** as the **SUBSEQUENT LICENSEE** in respect of the **SAID PLOT** in its records.
26. **And Whereas** on an application dtd **24/10/2010** by the **SUBSEQUENT LICENSEE**, **CIDCO** has issued a no objection certificate vide its letter no **CIDCO/ VASAHAT/SATYO/TALOJA-PANCHNAND/64/2010** to the **SUBSEQUENT LICENSEE** permitting the **SUBSEQUENT LICENSEE** to transfer, assign its rights, title, interest in the **SAID PLOT** to **M/s. Oscar Infrastructure Logistics Pvt Ltd** having address at **Office No.**



711, Corporate Centre, Nirmal Lifestyle, Mulund (W) Mumbai.

27. By a **Tripartite Agreement** dtd **04/11/2010** executed by and between the **CORPORATION**, the **SUBSEQUENT LICENSEE M/s. Tirupati Land Infrastructure Pvt Ltd** and **M/s. Oscar Infrastructure Logistics Pvt Ltd** through its authorised signatory (hereinafter referred to as the **NEW SUBSEQUENT LICENSEE**) having its office at **Office No. 711, Corporate Centre, Nirmal Lifestyle, Mulund (W) Mumbai** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide its **Receipt No. 11376, Doc.no-PVL3/11064/2010** dated **04/11/2010** the **LICENSEE** has transferred, assigned all its rights, title, interest in respect of all that piece and parcel of land being **plot no 5**, totally admeasuring **1799.91 Sq. Mts.**, situated at **Sector No.-15, node-Taloja, Navi Mumbai, Tal. Panvel & Dist.-Raigad** in the name of the **NEW SUBSEQUENT LICENSEE**.
28. By its letter having Reference no **CIDCO/VASAHAT/SATYO/TALOJA-PANCHNAND/64/2010/20** dtd **10/11/2010** the **CORPORATION** has substituted the **SUBSEQUENT LICENSEE M/s. Tirupati Land Infrastructure Pvt Ltd** with **M/s. Oscar Infrastructure Logistics Pvt Ltd** as the **NEW SUBSEQUENT LICENSEE** in respect of the **SAID PLOT** in its records.
29. **AND WHEREAS** pursuant to the above **M/s. Oscar Infrastructure Logistics Pvt Ltd** is the **OWNER** of **Plot No 4** admeasuring **1649.90 sq mtrs**, **Plot No 4A** admeasuring **1800.18 sq mtrs**, and **Plot no 5** admeasuring **1799.91 sq mtrs**, all situated in **Sector 15, Taloja, Navi Mumbai**.(hereinafter referred to as the **SAID PLOT**).



30. **AND WHEREAS** on an application from **M/s. Oscar Infrastructure Logistics Pvt Ltd** for amalgamation of the **SAID PLOTS, CIDCO** has granted approval for amalgamating the **SAID PLOTS** vide its letter having Ref.No. **CIDCO/VASAHAT/SATYO/TALOJA/353+243+972+64/2011** dtd **16/05/2011** on payment of the requisite charges and the **SAID PLOTS** stand amalgamated.
31. **AND WHEREAS** **M/s. Oscar Infrastructure Logistics Pvt Ltd** on filing an application to the **Ministry of Corporate Affairs, Government of India** have been allowed to change the name from **M/s. Oscar Infrastructure Logistics Pvt Ltd** to **M/s. Oscar Infrastructure Pvt Ltd** vide its notification **No G.S.R.507C** dtd **24/06/1985** vide **SRN B08614802** dtd **11/04/2011**.
32. **AND WHEREAS** on receipt of application dtd **10/10/2013** **CIDCO** has substituted **M/s. Oscar Infrastructure Pvt Ltd** instead and in place of the aforesaid **M/s. Oscar Infrastructure Logistics Pvt Ltd** in its records vide letter no **CIDCO/VASAHAT/SATYO/TALOJA/2013** dtd **25/10/2013**.
33. Search Reports dtd **17/06/2020** have been submitted by **Mr.Vijay A. Kalantre** pursuant to the searches in respect of the **SAID PLOTS** conducted by him in the offices of the concerned **Sub-Registrar of Assurances at Pannel**.
34. By its certificate ref. no **CIDCO/BP-15908/TPO (NM&K) 2018/7138** dtd **04/05/2020** issued in the name of the **NEW SUBSEQUENT LICENSEE M/s. Oscar Infrastructure Pvt Ltd;** the **CORPORATION** has granted permission for construction of building on the **SAID PLOTS**.



35. **AND WHEREAS** the **CORPORATION** has granted development permission in respect of the **SAID PLOTS** subject to any orders that may be passed in litigation being **SCS 190/2010** pending in the **Civil Court (SD)** at **Panvel**.

From all the above relevant papers and documents produced before me I am of the opinion that the title of all that piece and parcel of land being **Plot No 4** admeasuring **1649.90 sq mtrs**, **Plot No 4A** admeasuring **1800.18 sq mtrs**, and **Plot no 5** admeasuring **1799.91 sq mtrs**, all situated in **Sector 15, Taloja, Navi Mumbai** and of **M/s. Oscar Infrastructure Pvt Ltd** the **NEW SUBSEQUENT LICENSEE** to develop the **SAID PLOTS** and to sell the apartments/shops in the building/s to be constructed on the **SAID PLOTS** is clear, marketable and free from all encumbrances and till date there is no Status-quo or Interim injunction restraining the **Developer M/s. Oscar Infrastructure Pvt Ltd** from creating third party rights or to sell/dispose the said Flats/Shops in the building/s that may be constructed on the **SAID PLOTS** of land to any prospective purchaser.

This Title Certificate has been issued at the request of **M/s. Oscar Infrastructure Pvt. Ltd.** and on the basis of the documents placed before me without any liability on the part of the undersigned.



AJAY D. GAIKWAD
ADV. HIGH COURT
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ADVOCATE HIGH COURT
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Sector-2, Vashi, Navi Mumbai-400703.