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TITLE CLEARANCE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated the title of M/s KRISHH DEVELOPERS, a partnership firm, duly registered under the provision of Partnership Act, 1932, through its partners 1) Shri Kishin K. Lahori, 2) Shri Shankar Kanjan and 3) Shri Mukesh A. Chandnani, Having its address at - Plot no 7, at Sector 34 C, situated at Kharghar Node, Taluka Panvel, District Raigad, Navi Mumbai.

SCHEDULE OF PROPERTY

The Piece and parcel of land known as Plot no. 7 (under 12.5% Gaothan Expansion Scheme) at Sector 34C, admeasuring on or about 1900.08 square meters, situated at Kharghar Node, Navi Mumbai and thereabout and bonded as follow that is to say -

That is to say -

- | | |
|----------------------------|----------------------|
| On or towards the North by | - Plot no. 6 |
| On or towards the South by | - Plot no. 8 and 9 |
| On or towards the East by | - Plot no. 12 and 13 |
| On or towards the West by | - 35 mtrs wide road |

Mukesh A. Chandnani, Having its address at – Plot no 7, at Sector 34 C, situated at Kharghar Node, Taluka Panvel, District Raigad, Navi Mumbai, in respect of the said Piece and parcel of land known as Plot no 7 (under 12.5% Gaothan Expansion Scheme) at Sector 34 C, admeasuring on or about 1900.08 square meters, situated at Kharghar Node, New Mumbai, I is clear, marketable and free from all encumbrances of any nature whatsoever

Date: 29th May, 2014


Jeetendra Sachdev
Advocate

in SCC 58/2006 dated 6th August, 2010 and SCS 168 /2005 on 12th December, 2011, whereby the said cases been disposed off. Hence, the conditions as regard to the aforementioned two cases is concerned is removed and / or rectified.

In pursuance of the tripartite agreement 28th May, 2008; final order issued by Corporation vide letters bearing no. CIDCO/ BP - 6703 / ATPO (NM & K0 / 2013 / 2122, dated 31st December, 2013; Commencement Certificate and Development Permission issued by Corporation vide letter bearing no. CIDCO / Vasahat / Satyo / Kharghar 446 / 2013 / 1199, dated 22nd April, 2013, M/s KRISHH DEVELOPERS, a partnership firm, duly registered under the provision of Partnership Act, 1932, through its partners 1) Shri Kishin K. Lahori, 2) Shri Shankar Kanjan and 3) Shri Mukesh A. Chandnani, Having Its address at - Plot no 7, at Sector 34 C, situated at Kharghar Node, Taluka Panvel, District Raigad, Navi Mumbai are entitled to develop the said plot and to construct the building thereon for residential purpose and to sell units thereon on ownership basis to the prospective buyers.

I have gone through the above papers and original documents of title relating to the said plot and certify that the title of M/s KRISHH DEVELOPERS, a partnership firm, duly registered under the provision of Partnership Act, 1932, through its partners 1) Shri Kishin K. Lahori, 2) Shri Shankar Kanjan and 3) Shri

proposed residential building (G + 29) str. Total BUA = 2837.009 square meters, consisting of Residential units 54; Commercial units 07.

6. I perused the plan prepared by Vatushree Architects and Planners, Having office at: Plot no. 21, Sector 11, C.B.D., Belapur, Navi Mumbai and which is approved by the Additional Town Planner Officer, Navi Mumbai & Khopta for development of the said plot.

7. I have given a public notice in local newspapers namely, i) The Twin City Times and ii) Kokan Sakal, dated 22nd – 29th March, 2014 and March, 2014 respectively, whereby calling objection, if any pertaining to the piece or parcel of Plot no 7 (under 12.5% Gaothan Expansion Scheme) at Sector 34 C, admeasuring on or about 1900.08 square meters, situated at Kharghar Node, New Mumbai. However, till date no objection/s is received in pursuance of the aforesaid public notice.

8. I have perused copy of letter bearing no. CIDCO / Vasahat / Satyo / Kharghar 446 / 2013 / 1199, dated 22nd April, 2013, whereby Corporation has clarified that the Corporation had granted permission for transfer of the Plot no 7 (under 12.5% Gaothan Expansion Scheme) at Sector 34 C, admeasuring on or about 1900.08 square meters, situated at Kharghar Node, New Mumbai, pending the decision that would be passed in SCS 58/2006 and SCS 168 of 2005. As per the orders passed by the Ld. Civil Judge, Panvel,

Registrar of Assurance – Panvel 3, at document no. Panvel 3 – 5259– 2008, dated 29th May, 2008.

The said tripartite agreement dated 28th May, 2008 was executed with condition, the same is reproduced herein under –

"This permission is granted, the pending litigation 58/06 and 168/05 as also subject to orders that may be passed in such pending case."

4. I perused copy of letter bearing no. CIDCO / Vasahat / Satyo / Kharghar/ 446 / 2008 / 366, dated 4th December, 2013, addressed to M/s. M/s KRISHH DEVELOPERS by CIDCO Ltd, whereby CIDCO Ltd has recorded the name of M/s KRISHH DEVELOPERS as the New Licensees in respect of that piece or parcel of Plot no 7 (under 12.5% Gaothan Expansion Scheme) at Sector 34 C, admeasuring on or about 1900.08 square meters, situated at Kharghar Node, New Mumbai, by virtue of tripartite agreement dated 28th May, 2008.

5. I perused the copy of the Commencement Certificate and development permission letter bearing no. CIDCO/ BP – 6703 / ATPO (NM & K0 / 2013 / 2122, dated 31st December, 2013, whereby the Corporation has granted permission for under Section 45 (1) (iii) of the Maharashtra Regional Town Planning Act, 1966 to M/s. Krishh Developers, as per the approved plans and subject the conditions more particularly mentioned therein for development work of

Registrar of Assurance – Panvel 2, at document no. Uran – 03489 - 2008, dated 30th April, 2008.

The said agreement to lease dated 29th April 2008 was executed by the Corporation with added clause which read as under –

"It is clarified that the CIDCO Ltd is at liberty to allot / execute the lease in favour of the appellants. However, in that event the Appellant shall maintain status quo in respect of the property so allotted leased in all respect order no. 43/08 and S.C.C. 250/07"

3. I perused the copy of tripartite agreement dated 28th May, 2008, entered and executed between the Corporation, Original Licensee and M/s KRISHH DEVELOPERS, a partnership firm, duly registered under the provision of Partnership Act, 1932, through its partners 1) Shri Kishin K. Lahori, 2) Shri Shankar Kanjan and 3) Shri Mukesh A. Chandnani, Having its address at – Plot no 7, at Sector 34 C, situated at Kharghar Node, Taluka Panvel, District Raigad, Navi Mumbai (therein referred to as "the New Licensee"), whereby the new Licensee was substituted for the Original Licensee, in the said agreement to lease dated 29th April, 2008 and New Licensee shall have all the rights, obligations, liabilities, benefits and equities accordingly there under.

The said tripartite agreement dated 28th May, 2008 was duly registered with the Office of Sub

1. I perused the copy of the vide letter bearing reference no. CIDCO / BHUMI 18 / SATYO / 446 / OWE / 2006/ dated 29th May, 2006, whereby The City and Industrial Development Corporation of Maharashtra Ltd (hereinafter referred to as "the said Corporation" for the sake of brevity) had allotted the Plot no 7 (under 12.5% Gaothan Expansion Scheme) at Sector 34 C, admeasuring on or about 1900.08 square meters, situated at Kharghar Node to i) Shri Raies Ahamad Khanbande and ii) Smt. Banubee Sharif Khanbande (hereinafter referred to as "the Original Licensee" for the sake of brevity)

2. I perused the copy of the agreement to lease dated 29th April, 2008, entered and executed by the said Corporation in favour of Original Licensees, whereby the Corporation has consented to grant to the Original Licensees a lease of all that piece or parcel of Plot no 7 (under 12.5% Gaothan Expansion Scheme) at Sector 34 C, admeasuring on or about 1900.08 square meters, situated at Kharghar Node, New Mumbai for the purpose of constructing a building or buildings for residential users and has permitted the Original Licensee to occupy; the said plot of land from the date hereof on such terms and conditions mentioned therein.

The said agreement to lease dated 29th April 2008 was duly registered with the Office of Sub