

नवी मुंबई महानगरपालिका

Navi Mumbai Municipal Corporation

पहिला माळ, बेलापूर भवन, सी.बी.डी.,
नवी मुंबई - ४०० ६१४.
दूरध्वनी क्र. : २७५७ ७० ७०
२७५७ ५७ ००
फैक्स : २७५७ ३७ ८५

1ST. FLOOR, BELAPUR BHAVAN, C.B.D.,
NAVY MUMBAI - 400 614.
TEL. No. : 2757 70 70
2757 57 00
FAX : 2757 37 85

जा.क्र./नमुंमपा/नरवि/बा.प./प्र.क्र.ए- १२७४८/१७४२ /२०११
दिनांक :- ३०/०३/२०११

प्रति,
मे. प्राणजी प्रॉपर्टीज प्रा. लि.,
भूखंड क्र. १ व २, सेक्टर क्र. १३,
कोपरखैरणे, नवी मुंबई

नस्ती क्र. - नमुंमपा/वि.प्र.क्र.१५८९/२०१०

प्रकरण क्र. ए - १२७४८

विषय :- भूखंड क्र. १ व २, सेक्टर क्र. १३, कोपरखैरणे नवी मुंबई या जागेत निवासी व वाणिज्य सुधारीत कारणासाठी बांधकाम परवानगी देणेबाबत.

संदर्भ :- आपले वास्तुविशारद यांचा दि. ३०-११-२०१० रोजीचा अर्ज

महोदय,

भूखंड क्र. १ व २, सेक्टर क्र. १३, कोपरखैरणे नवी मुंबई या जागेत निवासी व वाणिज्य कारणासाठी सुधारीत बांधकाम परवानगी देणेबाबतचा प्रस्ताव महानगरपालिकेस वरील संदर्भांमधील पत्रान्वये प्राप्त झालेला आहे. संदर्भांमधील जागेत निवासी व वाणिज्य उपयोगासाठी सुधारीत बांधकाम परवानगी मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या कलम २५३ व २५४ तसेच महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ च्या कलम ४५ (१) (३) मधील तरतुदीनुसार मंजूर करण्यात येत आहे बांधकाम प्रारंभ प्रमाणपत्र सोबत नियोजित बांधकामासाठी जोडीत आहे. तसेच खाली नमुद केलेल्या बाबींची नोंद घ्यावी.

पाणी पुरवठा व मलनिःसारण सुविधा आवश्यक शुल्क भरणा केल्यानंतर उपलब्ध करून देण्यात येतील.

सार्वजनिक स्वरूपाच्या रस्त्यावर व गटारीत बांधकाम साहित्य पडणार नाही याची दक्षता घेण्यात यावी. अशाप्रकार बांधकाम साहित्य रस्त्यावर अथवा इतर सार्वजनिक जागेवर आढळून आल्यास आपणावर कार्यवाही करणेबाबत संबंधित विभागास कळविणेत येईल किंवा बांधकाम परवानगी रद्द करण्याबाबतची कार्यवाही सुध्दा करण्यात येईल याबाबतची नोंद घ्यावी.

बांधकाम सुरु असताना जागेवरील रिकामे गाळे/सदनिका यांची संरक्षणाची जबाबदारी संबंधित जमिनमालक, भूखंडधारक / गाळेधारक यांची राहिल. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर होऊ नये म्हणून संबंधित भूखंड धारकाने कुंपण भित बांधुन त्या ठिकाणी अनुचित प्रकार होणार नाही याची दक्षता घ्यावी. गैरकृत्य करताना आढळल्यास संबंधितांस कायदेशीम कार्यवाही करण्यात येईल याची नोंद घ्यावी.

भूखंड सखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) भरणी करून उंच करावी. जमीनीची पातळी हई रस्ता आणि Sewer Line यांच्यापेक्षा उंचावर असली पाहिजे. सांडपाणी, पावसाळ्याचे पाणी आणि मल यांचा निचरा योग्यपणे होऊन भूखंडामध्ये पाणी साचणार नाही अशी भूखंडाची पातळी तयार करावी.

इमारतीचे बांधकाम मंजूर नकाशाप्रमाणे करण्यात यावे. बांधकामामध्ये फेरफार अथवा वाढीव बांधकाम करावयाचे असल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियमातील तरतुदीनुसार सुधारित बांधकाम नकाशे मंजूर करून घेणे आवश्यक आहे. मंजूर नकाशा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील तरतुदीनुसार कारवाईस पात्र राहिल, याची कृपया नोंद घ्यावी.

इमारतीचे बांधकाम करणारे मजुरांचे निवासाकरिता (Labour Shed) भूखंडाचे हद्दीत आरोग्याच्या दृष्टीकोनातून त्यांचे तात्पुरते टॉयलेटसह सोय करणे आवश्यक आहे. त्यासाठी भूखंडाचे एका बाजूचे सामासिक अंतरात ३.०० मी. रुंदीचे तात्पुरती शोडस् टॉयलेट करण्यास करण्यास परवानगी देणेत येत आहे. याबाबत पुरेशी व्यवस्था न केल्यास जोता लेव्हलचे पुढील काम करणेंस परवानगी देता येणार नाही. तसेच भोगवटा प्रमाणपत्रासाठी अर्ज करणेपूर्वी सदर शोड स्वयंघर्षाने काढून टाकणेत यावी.

कृ.मा.प



“जन्म असो वा मरण आवश्यक नोंदणीकरण”

बांधकाम सुरु करताना कामाचे नाव, बांधकाम परवानगीची तारीख, वास्तुविशारदाचे नाव, जमिन मालकाचे नांव, ठेकेदाराचे नाव, बांधकाम क्षेत्रा इ. बाबी दर्शविणारा फलक लावण्यात यावा. महानगरपालिकेस माहीतीसाठी ठेकेदाराचे नाव व दुरध्वनी क्रमांक इ. बाबतचा तपशिल काम सुरु केल्यानंतर या कार्यालयास पाठविण्यात यावा हि विनंती.

- अट : १) प्रस्तुत भूखंडावरील इमारतीचे बांधकाम करित असतांना बांधकामामुळे आजुबाजुच्या नागरीकांना प्रदुषणाचा त्रास होणार नाही तसेच बांधकाम प्रगतीपथावर असताना बांधकामावरील मजूर अथवा सभोवतालच्या परिसरामधील - नागरीकांच्या सुरक्षिततेसाठी National Building Code मधील तरतुदीचे तसेच अनुषंगीक कायद्यातील तरतुदीचे काटेकोरपणे पालन/अंमलबजावणी करणे संबंधीत भूखंडधारक/ विकासकांवर बंधनकारक राहिल. जर भविष्यात आपले मालकीच्या भूखंडावर चालु असलेल्या बांधकामामुळे जिवीत अथवा सार्वजनिक /खाजगी मालमत्तेस कुठल्याही प्रकारची हानी झाल्यास त्यास संबंधीत भूखंडधारक/विकासक हे सर्वस्वी जबाबदार राहतील.
- २) प्रस्तुत भूखंडावर भोगवटा प्रमाणपत्रासाठी अर्ज सादर करणेपूर्वी आपले भूखंडाचे आजुबाजुस असणाऱ्या सार्वजनिक स्वरुपाचे पदपथ, रस्ते, गटारे, जलवाहिन्या, मलनिःस्सारण वाहिन्या इत्यादी बाबीस काही हानी पोहोचली असल्यास सदर बाबी पुर्लवत करण्याची सर्वस्वी जबाबदारी भूखंडधारकाची /विकासकाची राहिल अन्यथा भोगवटा प्रमाणपत्रासाठी अर्ज विचारात घेतला जाणार नाही, याची नोंद घ्यावी.
- ३) प्रस्तुत भूखंडावर बांधकाम परवानगी दिल्यानंतर संबंधित भूखंडाच्या वास्तुविशारदाने कामाच्या प्रगतीबाबतचा अहवाल दर दोन महिन्यांनी या कार्यालयास विना विलंब सादर करणे बंधनकारक राहिल अन्यथा भोगवटा प्रमाणपत्रासाठी आपला अर्ज विचारात घेतला जाणार नाही याची नोंद घ्यावी.

आपला



(जितेंद्र ल. भोपळे)

नगर रचनाकार

नवी मुंबई महानगरपालिका

प्रत माहीतीसाठी:-

- १) मे. डायमेन्शन्स, वास्तुविशारद
भूखंड क्र. ९९, सेक्टर - ८, वाशी, सागर विहार, नवी मुंबई
- २) मुख्य वास्तुशास्त्रज्ञ व नियोजनकार, सिडको लि.
- ३) विभाग अधिकारी, नमुंमपा, कोपरखैरणे.

S.A.SIDDIQUE,
B.A.L.L.B.
 ADVOCATE HIGH COURT.

15A Vardhman Chambers Premises Co.Op.Society Ltd.,
 Plot No.84, Sector No.17, at Vashi Navi Mumbai-400 705,
 Tel No.27894503,mob No.9820282981 & 9322356750.
 E-mail ID:- siddiquevashi@gmail.com

Ref No. (12)/11/2/N/1174/1CR/2012

Date: 25th Jan 2012

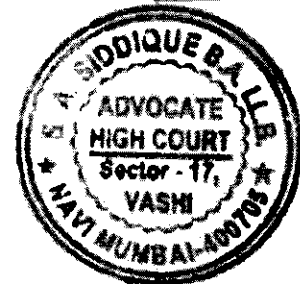
AND WHEREAS by a further Tripartite Agreement made on 07/10/2010, between the Corporation of the one part, and the said M/s. MALLUM MALL PLUS, a Partnership firm, through its Partners 1. SHRI MANJI RATANSHI PATEL 2. SHRI. NARESH RAGHAVJI PATEL 3. SHRI. DAMJI GANGJI PATEL & 4. SHRI. ARVIND RAVJI PATEL, therein referred to as New Licensees of the second Part, and the said M/S.PRANJEE PROPERTIES PVT.LTD., a Company duly registered under Indian Companies Act,1956, through its Director, MR.PRAKASH SHARMA, therein referred to as the Subsequent New Licensee of the other Part, in respect of Plot No. 1 & 2, in Sector No. 13, at Koparkhairne Navi Mumbai, and the same was registered with Sub-Registrar of Assurance Thane-11 under serial No.TNN-11-04031/2010, vide its receipt No.4115, dated 07/10/2010, and other terms and conditions contained in the said Tripartite Agreement.

AND WHEREAS The City & Industrial Development Corporation of Maharashtra Ltd has transferred Plot No-1 & 2, in Sector No. 13, at Koparkhairne Navi Mumbai, the said Plot in the name of M/S.PRANJEE PROPERTIES PVT.LTD, a Company duly registered under Indian Companies Act,1956, through its Director, MR.PRAKASH SHARMA, vide its letter dated 12/10/2010, in respect of aforesaid Plot

AND WHEREAS the Builder have clear and marketable title and said plot subject to the agreement to lease and tripartite agreement, mortgage with Dewan Housing Finance Corporation Limited as per the terms & condition more particularly stated in the Deed of Simple Mortgage dated 07/12/2011. Executed between the builder and the said Bank and duly registered the office of Assurance Thane-3, under serial no.TNN-3-09251/2011, vide its receipt no.9505 dated 07/12/2011.

AND WHEREAS the M/S.PRANJEE PROPERTIES PVT.LTD have entrusted the architect work to M/s. DIMENSION, (hereinafter called the said Architect) to develop, design and lay down specifications for construction of the building on the said Plot, hereto annexed as Exhibit "C".

AND WHEREAS M/S.PRANJEE PROPERTIES PVT.LTD., have submitted the building Plans to the NMMC and has accorded their approval to the said Plan and has issued Commencement Certificate vide its letter No.NMMC/1742, dated 30-03-2011.



S.A.SIDDIQUE,
B.A.L.L.B.
 ADVOCATE HIGH COURT.

15A Vardhman Chambers Premises Co.Op.Society Ltd.,
 Plot No.84, Sector No.17, at Vashi Navi Mumbai-400 705.
 Tel No.27894503, mob No.9820282981 & 9322356750.
 E-mail ID:- siddiqevashi@gmail.com

Ref No. 116/12/1000/100/1002

Date: 25/01/2012

The building being constructed on the said Plot shall be known as "PRANJEE'S MARINA".

By virtue of Agreement to lease & tripartite agreement the Builders become entitled to the development of the said Plot of land Builders have exclusive right to sell Flat/Showroom/Unit in the proposed new building and to receive the price from Prospective Purchaser/s.

In view of the above said records the title of M/S.PRANJEE PROPERTIES PVT.LTD., by and through its Director MR.PRAKASH SHARMA, is entitled to develop the said Property and have the right to alienate, sell or dispose of Flat/Showroom/Unit to be constructed thereon.

I am, thereof, of the opinion that the title of the said plot of land being plot no. 1 & 2, at sector no.13, Koperkhairne Navi Mumbai, admeasuring about 1819.10.sq.mtrs.which stands in the name of M/S.PRANJEE PROPERTIES PVT.LTD., by and through its Director MR.PRAKASH SHARMA, is clear and marketable and is free from all encumbrances subject to the term and conditions of the said Agreement to Lease dated 05/12/2005 & Tripartite Agreement made on 07/10/2010 and Deed of Simple Mortgage with the said Bank is WITHOUT ENCUMBRANCES.

SCHEDULE OF LAND:-

(Description of Land)

ALL that piece and parcel of land bearing Plot No.1 & 2, admeasurements about 1819.10. sq.mtrs. in Sector No.13, lying being and situated at Koperkhairne Node Taluka Dist-Thane, containing by or thereabouts and bounded as follows:-

ON OR TOWARDS THE NORTH:-15.Mtrs Wide Road.

ON OR TOWARDS THE SOUTH:- Plot No.3.

ON OR TOWARDS THE EAST :- Plot No.12.

ON OR TOWARDS THE WEST :- 30.Mtrs Wide Road.

Dated: - 25/01/2012.



S.A. Siddique
 Advocate.
 Mumbai High Court.

**NAVI MUMBAI MUNICIPAL CORPORATION
BUILDING APPROVAL**

NO:NMMC/TPD/BP/Case No. A -12748 /1742 /2011

DATE:- 30/03 /2011

Amended Building Approval is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949, M/s. Pranee Properties Pvt. Ltd. Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building.

Total Built Up Area = Resi..- 1815.888 M² + Comm.. - 908.806 M² = 2724.694 M²

(No of Units = Residential - 36 Nos., + Commercial - 08 Nos.)

F.S.I. = 1.50

1) The Certificate is liable to be revoked by the Corporation if:

- a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
- b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
- c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and /or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

2) THE APPLICANT SHALL :

- a) Give a notice to the Corporation on completion up to plinth level and 7 days before the commencement of the further work.
 - b) Give written notice to the Municipal Corporation regarding completion of work.
 - c) Obtain an Occupancy Certificate from the Municipal Corporation.
- 3) Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the purpose of enforcing the Building control Regulations and conditions of this Certificate.

The structural design, building materials, plumbing services, fire protection, electrical installation etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code amended from time to time by the Indian Standard institutions.

- 4) The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M. R. & T. P Act, 1966. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
- 5) The condition of this Certificate shall be binding not only on the Applicant but also its successors and every person deriving title through or under them.
- 6) A certified copy of the approved plans shall be exhibited on site and the Name Board showing name of Owner, Architect, Builder & Structural Engineer, Ward No., Sector No., Plot No., Survey No., Area of Plot., No. of flats, Built-up Area, Commencement Certificate No. & Date shall be installed on site.
- 7) The plot boundaries shall be physically demarcated immediately and the intimation be given to this section before completion of plinth work.

/2/

- 8) The amount of S.D. Rs.70,222/- S.D. Rs.36,382/- for Mosquito Prevention's. Rs. 36,382/- for debris & S.D. Rs. 9,500/- for Tree Plantation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation for breach of any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.
- 9) You shall provide overhead water tank on building & underground water tank in two compartments, one for drinking water & another for other than drinking water. It should conform to the standards applicable in this behalf.
- 10) You should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.
- 11) Every plot of land shall have at least 1 tree for every 100 Sq.M. or part thereof of the plot area.
- 12) For all building of non-residential occupancies and residential building with more than 15M height. Following additional conditions shall apply :-
 - a) The staircase shall be separated by fire resistance walls and doors from rest of the buildings.
 - b) Exit from lift lobby shall be through a self closing smoke stop door.
 - c) There shall be no other machinery in the lift machinery room.
 - d) For centrally air conditioned building area of external openable windows on a floor shall be minimum 2.5 % of floor area.
 - e) One of the lift(Fire lift) shall have a minimum loading capacity of 6 persons. It shall have solid doors. Lights shall not be designed in the staircase wall.
 - f) Electrical cables etc. shall in separate ducts.
 - g) Alternate sources of electric supply or a diesel generator set shall be arranged.
 - h) Hazardous material shall not be stored.
 - i) Refuse stamps or storage places shall not be permitted in the staircase wall.
 - j) Fire fighting application shall be distributed over the building.
 - k) For building upto 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. and 10,000 ltrs respectively. Wet rises shall be provided. Pump capacity 1000 ltrs./min and 250 ltrs/min. respectively.
For building with height above 24 mtrs., the figures shall be 75000 ltrs. and 20,000 ltrs and the pump capacity of 1350 ltrs/min and 450 ltrs/min respectively.
- 13) Recreation ground or amenity open space be developed before submission of Building Completion Certificate.
- 14) No work should be started unless the existing structures are to be demolished with atmospheric care.
- 15) Applicant/Architect should strictly follow all the conditions of lease agreement. Owner & Architect will be held responsible for breach of any condition of lease Agreement of CIDCO.
- 16) The Owner & the Architect and Structural Engineer concerned are fully responsible for the Construction quality of the building as per approved building plan. Structural design Stability building construction quality, which should confirm to withstand an earthquake of Highest intensity in seismic zone IV.
- 17) The Occupancy Certificate for the proposed building will not be granted unless the house Drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of Municipal Authority as well as Plantation of trees and provision of garbage bin on the site.
- 18) Application for completion/occupation Certificate shall be accompanied with the plan as per construction done on the site.
- 19) Area of required parking spaces as shown in approved plan should be marked with the material of permanent nature with numbering.
- 20) The building material in reconstruction case or soil removed from the trenches should not be dumped or stored on municipal road. It should be dumped or stored on site as would be decided by the concerned Ward Officers of Navi Mumbai Municipal Corporation.

- 21) The building constructed should not be occupied without obtaining Occupation Certificate. Otherwise it will be treated as unauthorised use and necessary action as per law will be taken.
- 22) The applicants should fulfill all the health related provisions mentioned in the "Implementation of Ant larval & Mosquito Prevention Activities during and after construction and Tree Authority Bye-Laws 1966". The special mention is for mosquito preventive activities, construction of over-head tanks, debris removal and the sanitary conditions (drainage etc).
- 23) The construction work shall be completed before One year as per conditions mentioned in CIDCO Agreement and must be applied for O.C. with all concerned NOC.
- 24) The time extension for completing the construction work from CIDCO should be submitted before applying for plinth completion Certificate.
- 25) Window sill level must be at 0.90 M. height. The difference between chajja level & slab level must be 0.50 M. minimum.
- 26) The Owner & the architect are fully responsible for any Ownership, Area & Boundary disputes. In case of any dispute Navi Mumbai Municipal Corporation will not be responsible.
- 27) Temporary Labour sheds with proper toilet arrangement shall be provided on the site. If sufficient arrangement is not provided permission for construction above plinth level will not be granted & said temporary shed should be demolished prior to O.C.
- 28) The Owner & the Architect and Structural Engineer concerned area instructed to strictly adhere to the conditions of FIRE NOC issued vide NMMC/FIRE/H.O./VASHI/633 R-1/2011 dated 24/03/2011 by Deputy Chief fire officer NMMC, Navi Mumbai.
- 29) F.S.I. calculation submitted in the drawings shall be as per Development Control Rules. If any discrepancy observed, the Architect will be held responsible and liable for necessary action.
- 30) The area shown open to sky on the ground floor plan should not be so used as would disturb the maneuvering of the vehicles required to be parked in the parking spaces shown in the plan.
- 31) This approval supersedes the previous approval approved by NMMC. You are requested to return all the previous approved drawings for record & cancellation.
- 32) As directed by the Urban Development, Department Government of Maharashtra, under section - 154 of MR&TP Act-1966 and vide provision No. TPB 432001/2133 CR-230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 sq. m. following additional condition of Rain Water Harvesting shall apply.
 - a) All the layout open spaces of Housing Society and new construction/reconstruction/additions on plots having area not less than 300.00 sq. m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in Schedule (enclosed).

Provided that the authority may approve the Rain Water harvesting Structures on specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.
 - b) The owner/ society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
 - c) The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 sq. m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting as required under these byelaws.



(Jitendra L. Bhopale)
Town Planner
Navi Mumbai Municipal Corporation

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नोंदणीकृत कार्यालय:

'निर्मल', दुसरा मजला, नरीमन पॉईंट, मुंबई - ४०० ०२१.

दूरध्वनी : (स्वागत कक्ष) +९१-२२-६६५० ०९००

फॅक्स : +९१-२२-२२०२ २५०९

मुख्य कार्यालय:

'सिडको' भवन, सीबीडी बेलगाव, नवी मुंबई-४०० ६१४.

दूरध्वनी : +९१-२२-६७९१ ८१००

फॅक्स : +९१-२२-६७९१ ८१६६

संदर्भ क्र.:

दिनांक:

CIDCO/M(TS)/2010/62

12.10.2010

To,

Original Licensee

- 1) **The Partners,**
M/s. The Mallum Mall Plus
Plot No.1 & 2, Sector-13,
Koparkhairne, Navi Mumbai.

New Licensee

- 2) **The Director, M/s. Pranjec Properties Pvt. Ltd.**
B-3060, Oberoi Garden Estates,
Chandivali, Andheri (E)
Mumbai - 400 072

Sub: Transfer of Plot No. 1 & 2, adm. 1819.10 sq.mtrs.,
Sector-13, Koparkhairne, Navi Mumbai

Sir,

Tripartite Agreement has been executed on 7th October 2010 by M/s. The Mallum Mall Plus, through its Partners, Original Licensee in favour of M/s. Pranjec Properties Pvt. Ltd., through its Director Mr. Prakash C. Sharma, New Licensee for transferring the above mentioned plot to them.

Plot No.1 & 2, adm. 1819.10 sq.mtrs., Sector-13, Koparkhairne, Navi Mumbai is accordingly ordered to be transferred in the name of M/s. Pranjec Properties Pvt. Ltd., through its Director Mr. Prakash C. Sharma, New Licensee and they will be liable to pay all amounts that may be legally due in respect of said plot with effect from October 2010. The New Licensee has paid the stamp duty on Tripartite Agreement and registered the same with the Sub Registrar, Thane-11 under Sr. No. TNN11-04031-2010 dated 07.10.2010. Henceforth, on the basis of said Tripartite Agreement, the said plot will stand in the name of M/s. Pranjec Properties Pvt. Ltd., through its Director Mr. Prakash C. Sharma in CIDCO record.

Thanking you,

Yours faithfully,

Copy to : TP(NMMC)


Estate Officer(II)
Estate Officer

CIDCO Ltd. CIDCO Bhavan
Navi Mumbai - 400 614

S.A.SIDDIQUE,
B.A.L.L.B.
 ADVOCATE HIGH COURT.

15A Vardhman Chambers Premises Co.Op.Society Ltd.,
 Plot No.84, Sector No.17, at Vashi Navi Mumbai-400 705.
 Tel No.27894503, mob No.9820282981 & 9322356750.
 E-mail ID:- siddiquevashi@gmail.com

Ref No. (25/14/11) Min/100/2012

Date:- 25/11/2012

TITLE CLEARANCE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

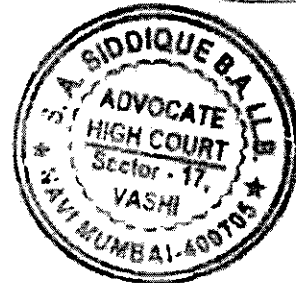
Re:-All that piece and parcel of land known as Plot No.1 & 2, Sector No.13, at Koperkhairne Navi Mumbai Taluku & Dist-Thane, containing by admeasurements 1819.10.sq.Meters or thereabouts.

I have investigated the Title of M/S.PRANJEE PROPERTIES PVT.LTD., a Company duly registered under Indian Companies Act,1956, through its Director/Authorised Signatory MR.PRAKASH SHARMA, aged about years and carrying on business at 201, Jollitha Complex, Ghatla Village Road, Chembur, Mumbai-400 071., hereinafter referred to as "the Builders" [Which expression shall unless repugnant to the context or meaning thereof mean and include its successor and assigns] with regard to the above mentioned Plot.

The City and Industrial Development Corporation Ltd, a Company Incorporated under the Companies Act,1956, having its registered office at Nirmal Bhavan, Nariman Point, Mumbai-400021, The Corporation has been declared as a New Town Development Authority, under the provisions of Sub Sec.[3-A] of Section 113 of the Maharashtra Regional & Town Planning Act,1966 [Maharashtra Act No.XXXVIII of 1966][hereinafter referred to as "the said Act"]

The Government of Maharashtra has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in the behalf as per the provisions of Section 113 of the said Act. By virtue of being the Development Authority the Corporation has been empowered under section 118 of the said Act, to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

WHEREAS the Original Licensee viz SHRI NARESH RAGHAVJI PATEL by application dated 16/05/2005 requested the Corporation to grant a lease of a piece or parcel of land CIDCO has accepted his application & allotted to Plot no.1 & 2, Sector No.13, at Koperkhairne, Navi Mumbai to SHRI NARESH RAGHAVJI PATEL.



S.A.SIDDIQUE,
B.A.L.L.B.
 ADVOCATE HIGH COURT.

15A Vardhman Chambers Premises Co.Op.Society Ltd.,
Plot No.84, Sector No.17, at Vashi Navi Mumbai-400 705
 Tel.No.27894503,mob No.9820282981 & 9322356750.
 E-mail ID:- siddiquevashi@gmail.com

Ref No. P/11/18/1032/1011/2012

Date:- 22 January 2012

AND WHEREAS Pursuant to an Agreement to Lease dated 05/12/2005, made and entered into at CBD Navi Mumbai between the Corporation therein and herein referred to the "the Corporation" of the One Part; and **SHRI. NARESH RAGHAVJI PATEL.**, therein referred to as "the Licensee" of the Other Part, the Corporation leased to the Licensee the Plot bearing No.1 & 2, admeasuring about 1819.10.sq.mtrs.or thereabouts, in Sector No.13, at Koperkhairne, Navi Mumbai, Taluka and Dist-Thane, & same was registered by way of Deed of Confirmation with Sub-Registrar 11 under serial No.TNN11-02712-2007, vide its receipt No.2819/07, dated 27/04/2007, and the terms and conditions contained in the said Agreement.

AND WHEREAS the said Original Licensee thereafter transferred and assigned all his rights and interest in or benefit under the said agreement to lease dated 05/12/2005 in respect of the said plot of land in favour of **M/s. MALLUM MALL PLUS**, a Partnership firm, through its Partners 1. **SHRI MANJI RATANSHI PATEL** 2. **SHRI. NARESH RAGHAVJI PATEL** 3. **SHRI. DAMJI GANGJI PATEL** & 4. **SHRI. ARVIND RAVJI PATEL**, the Original licensee thereafter applied Corporation to executing Tripartite agreement by and between them the CIDCO has accepted subject to take Transfer charges from Original licensee and grant permission to execute tripartite agreement vide its letter **CIDCO/EMS/AEO(HQ)/ 2007/ 4442**, dated 03/05/2007, in respect of the said Plot.

AND WHEREAS by a Tripartite Agreement made on 04/05/2007, between the Corporation of the one part, and the said **NARESH RAGHAVJI PATEL**, therein referred to as Original Licensee of the second Part, and the said **M/s. MALLUM MALL PLUS**, a Partnership firm, through its Partners 1. **SHRI MANJI RATANSHI PATEL** 2. **SHRI. NARESH RAGHAVJI PATEL** 3. **SHRI. DAMJI GANGJI PATEL** & 4. **SHRI. ARVIND RAVJI PATEL**, therein referred to as the New Licensee of the Third Part, in respect of Plot No. 1 & 2, in Sector No. 13, at Koperkhairne Navi Mumbai, and the same was registered with Sub-Registrar of Thane-11 under serial No.TNN-11-02828-2007, vide its receipt No.2939, dated 04/05/2007, and other terms and conditions contained in the said Tripartite Agreement.

AND WHEREAS The City & Industrial Development Corporation of Maharashtra Ltd has transferred Plot No-1& 2, in Sector-13, at Koperkhairne, the said Plot in the name of **M/s. MALLUM MALL PLUS**, a Partnership firm, through its Partners 1. **SHRI MANJI RATANSHI PATEL** 2. **SHRI. NARESH RAGHAVJI PATEL** 3. **SHRI. DAMJI GANGJI PATEL** & 4. **SHRI. ARVIND RAVJI PATEL**, vide its letter dated 04/05/2007, in respect of aforesaid Plot.

