

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. (N/L/11) in/1012/2012

Date:- 15/12/2012

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 Taluka & 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.



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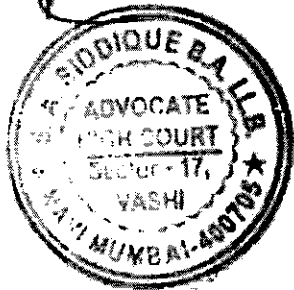
Date:- 21/12/2012

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.



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Ref No. P/11/14/1004/100/2012

Date: 25th January 20

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.



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Ref No. 116/M/2011/106/2012

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.