

: 5<sup>th</sup> December 2016

**TITLE CERTIFICATE**

**Ref: Plot Nos. 24 & 25, Sector 11, Taloja, Tal. Panvel, Dist. Raigad**

I/ we have investigated the title of all that piece and parcel of land bearing **Plot Nos. 24 & 25, total admeasuring about 1099.90 sq. mtrs.**, both lying being and situated at **Sector 11, Taloja, Taluka Panvel, District Raigad**, leased by CIDCO under 12.5% Gaothan Expansion Scheme and stand in the name of **M/S. PROMINENT BUILDER AND DEVELOPER**, a Partnership firm registered under the Indian Partnership Act, 1932 (through its Partners 1) **MR. NOORULHODA A. SIDDIQUE**, 2) **MR. SHAIKH ABU SUFIYAN ABDUL QAYYUM**, 3) **MR. FAHIM AHMAD ANSAR AHMAD**, 4) **MRS. SHABANA SHAIKH**, 5) **MR. NOOR MOHAMMAD DOST MOHAMMAD**, 6) **MR. OWAIS ABU ZAID KHAN AND 7) MR. MOHAMMAD SALAUDDIN MASLAHUDDIN**) having its registered address at Plot Nos. 24 & 25, Sector 11, Taloja, Taluka Panvel, District Raigad.

A) The City and Industrial Development Corporation of Maharashtra Limited, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as "**the Corporation**") and having its registered office at Nirmal 2<sup>nd</sup> Floor, Nariman Point,



Mumbai 400021, The Corporation has been declared as a New Town Development Authority, under the provisions of Sub-Section (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act. No. XXXVIII of 1966 ) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers for the area designated as site for New Town under Sub-Section (I) of Section 113 of the said Act.

- B) The State Government has acquired lands and vested such land in the Corporation for development and disposal and the Corporation has laid down plots in **Taloja, Taluka Panvel, District Raigad**, on one of such piece of land so acquired by the State Government and vested by the State Government in the Corporation for being leased to its intending leases.

**PART-I:**

- C) By an Agreement to Lease dated 19<sup>th</sup> July 2007 executed between the Corporation of the One Part and **SMT. NIRABAI SHANKAR PATIL** of the Other Part (therein referred to as "**the Original Licensee**"), the Corporation agreed to grant lease of all that piece and parcel of land bearing Plot No. 24, admeasuring about 550 sq. mtrs., lying being and situated at Sector 11, Taloja, Taluka Panvel, District Raigad (hereinafter referred to as "**the said Plot No. 24**") to the Original Licensee subject to observance of the terms and conditions mentioned in the said Agreement to Lease and upon the terms and conditions contained therein.
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- D) Thereafter by a Tripartite Agreement dated 30<sup>th</sup> November 2007 entered between the Corporation of the One Part, the Original Licensee of the Second Part and M/S. **GANESH DEVELOPERS** of the Third Part (therein referred as "**the New Licensee**"), duly registered with the Sub-Registrar of Assurances PVL, under Serial No. PVL/11613/2007, the Corporation granted permission to the Original Licensee to transfer and assign all her right title and interest in the said Plot No. 24 to the New Licensee for the consideration and upon the terms and conditions contained therein.
- E) Thereafter by another Tripartite Agreement dated 28<sup>th</sup> July 2008 entered between the Corporation of the One Part, the New Licensee of the Second Part and M/S. **EDEN PROPERTIES & DEVELOPERS** of the Third Part (therein referred to as "**the Subsequent New Licensee**" and hereinafter referred to as "**the Owner**"), duly registered with the Sub-Registrar of Assurances PVL-3, under Serial No. PVL3-07186/2008, bearing Receipt No. 7366, dated 31<sup>st</sup> July 2008 the Corporation granted permission to the New Licensee to transfer and assign all their right title and interest in the said Plot No. 24 to the Owner for the consideration and upon the terms and conditions contained therein.
- F) The Corporation by its Final Order dated 4<sup>th</sup> August 2008 bearing Reference No. CIDCO/VASAHAT/ SATYO/ TALOJE (PANCHNAND) /180/2008 have confirmed that, the said Plot No. 24 has been transferred in the name of Subsequent New Licensee and having possession of the same.



**PART - II**

- G) By another Agreement to Lease dated 2<sup>nd</sup> June 2008 executed between the Corporation of the One Part and 1) MR. JANARDHAN SUKRYA BHOPI ALIAS PATIL, 2) SMT. BHAGUBAI ALIAS KANUBAI SUKRYA BHOPI ALIAS PATIL, 3) SMT. SULABAI ALIAS SARITA SUKRYA BHOPI ALIAS PATIL, 4) SMT. JIJABAI BALARAM BHOIR AND 5) SMT. RANJANA SANTOSH PATIL of the Other Part (therein referred to as “**the Original Licensee**”), the Corporation agreed to grant lease of all that piece and parcel of land bearing Plot No. 25, admeasuring about 549.90 sq. mtrs., lying being and situated at Sector 11, Taloja, Taluka Panvel, District Raigad (hereinafter referred to as “**the said Plot No. 25**”) to the Original Licensee subject to observance of the terms and conditions mentioned in the said Agreement to Lease and upon the terms and conditions contained therein.
- H) Thereafter by a Tripartite Agreement dated 25<sup>th</sup> July 2008 entered between the Corporation of the One Part, the Original Licensee of the Second Part and M/S. JAI KULSWAMINI CONSTRUCTION of the Third Part (therein referred as “**the New Licensee**”), duly registered with the Sub-Registrar of Assurances PVL-2, under Serial No. URAN/05776/2008, dated 28<sup>th</sup> July 2008 the Corporation granted permission to the Original Licensee to transfer and assign all their right title and interest in the said Plot No. 25 to the New Licensee for the consideration and upon the terms and conditions contained therein.



I) Thereafter by another Tripartite Agreement dated 26<sup>th</sup> February 2009 entered between the Corporation of the One Part, the New Licensee of the Second Part and M/S. EDEN PROPERTIES & DEVELOPERS of the Third Part (therein referred to as “the Subsequent New Licensee” and hereinafter referred to as “the Owner”), duly registered with the Sub-Registrar of Assurances PVL-2, under Serial No. URAN-01018/2009, bearing Receipt No. 1033, the Corporation granted permission to the New Licensee to transfer and assign all their right title and interest in the said Plot No. 25 to the Owner for the consideration and upon terms and conditions contained therein.

J) The Corporation by its Final Order dated 27<sup>th</sup> February 2009 bearing Reference No. CIDCO/VASAHAT/ SATYO/ TALOJE (PANCHNAND)/177/2009/638 have confirmed that, the said Plot No. 25 has been transferred in the name of Subsequent New Licensee and having possession of the same.

(hereinafter the said Plot Nos. 24 and 25 collectively referred to as “the said Plots”)

K) The Subsequent New Licensee has made an application to CIDCO Ltd for amalgamation of both the Plot i.e. Plot No. 24 and Plot No. 25 for the purpose of its construction and development.


L) At the request of Subsequent New Licensee the Corporation has granted its permission for amalgamation of said Plot Nos. 24 & Plot




No. 25 vide its Letter No. CIDCO/LAND/SATYO/TALOJA/177+180/2013, dated 26<sup>th</sup> August 2013 for the purpose of construction of residential cum commercial building on the said amalgamated Plots.

M) By virtue of abovementioned Agreement to Lease and Tripartite Agreement **M/S. EDEN PROPERTIES & DEVELOPERS** are entitle to develop and construct the residential-cum-commercial building as per approved plan and in accordance with Commencement Certificate granted by the concerned authority of CIDCO Ltd., vide its letter bearing Ref. No. CIDCO/BP-11029/ATPO(NM&K)/2013/1440, dated 20<sup>th</sup> September 2013 & Amended Commencement Certificate bearing Ref. No. CIDCO/BP-11029/TPO(NM&K)2016/1687 dated 25<sup>th</sup> February 2016

N) Inturn **M/S. EDEN PROPERTIES & DEVELOPERS** (through its Partners **MR. NOORUL HUDA SIDDIQUE, MR. MIRZA ATHAR BAIG, MR. ABU SUFIYAN & MR. FAHEEM AHMAD** have sold, transferred, assigned and relinquished all their leasehold rights in respect of the said Plot Nos. 24 & 25 admeasuring about 1099.90 Sq.Mtrs. at Sector-11, Taloja, Tal Panvel & Dist. Raigad to **M/S. PROMINENT BUILDERS AND DEVELOPERS**, a Partnership firm registered under the Indian Partnership Act, 1932 (consisting of its Partners 1) **MR. NOORULHODA A.SIDDIQUE**, 2) **MR. SHAIKH ABU SUFIYAN ABDUL QAYYUM**, 3) **MR. FAHIM AHMAD**



ANSAR AHMAD, 4) MRS. SHABANA SHAIKH, 5) MR. NOOR MOHAMMAD DOST MOHAMMAD, 6) MR. OWAIS ABU ZAID KHAN, 7) MR. MOHAMMAD SALAUDDIN MASLAHUDDIN) (therein referred to as the "Subsequent New Licensee" and hereinafter referred to as the "Developer") vide Tripartite Agreement dated 25<sup>th</sup> November 2016 executed between 1) M/S. CIDCO Ltd. of the One Part 2) M/S. EDEN PROPERTIES & DEVELOPERS of the Second Part & 3) M/S. PROMINENT BUILDERS AND DEVELOPERS of the Third Part and the said Tripartite Agreement is registered at Sub-Regisrar office Panvel-2 on 29<sup>th</sup> November 2016 vide Document No.PVL-2/13483/2016 & Receipt No.16928.

- O) The said Subsequent New Licensee i.e. **M/S. PROMINENT BUILDERS & DEVELOPERS** are entitled for the development of the said Plots and further to sell residential flats & commercial units to be constructed on the said Plots on ownership basis to the intending purchaser/s.
- P) We have verified Agreements to Lease, Tripartite Agreements and all necessary documents in the records of concerned authority and found the same to be true and fair and therefore relying on the aforesaid documents and declaration by the Subsequent New Licensee/ Developer we are of the opinion that the Subsequent New Licensee/ Developers i.e. **M/S. PROMINENT BUILDERS & DEVELOPERS** are having good and clear title in respect of said Plot Nos. 24 & 25, Sector 11, Taloja , Navi Mumbai and the said Plots are free from all mortgage, charges and encumbrances.
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SCHEDULE "A"

All the piece and parcel of land bearing Plot No. 24, admeasuring about 550 sq. mtrs., lying being and situated at Sector 11, Village Taloja, Taluka Panvel, District Raigad, under Gaothan Expansion Scheme or thereabout and bounded as follows:

On or towards the North by: Plot No. 17 & 18  
On or towards the South by: 15.00 Mtrs. Wide Road  
On or towards the West by : Plot No. 25  
On or towards the East by : Plot No. 23

SCHEDULE "B"

All the piece and parcel of land bearing Plot No. 25, admeasuring about 549.90 sq. mtrs., lying being and situated at Sector 11, Village Taloja, Taluka Panvel, District Raigad, or thereabout and bounded as follows i.e.

On or towards the North by: Plot No. 17  
On or towards the South by: Prop. 11 Mtrs. Wide Road  
On or towards the West by : Plot No. 26  
On or towards the East by : Plot No. 24

Place: Navi Mumbai

Date: 5<sup>th</sup> December 2016

FOR SHARMA & ASSOCIATES



*[Handwritten signature]*  
05/12/2016