

# **K. P. SAYED**

(M. A., L L. M.)

**Advocate, High Court, Mumbai**

Shop No.06, Neel Empire CHS Ltd.,  
Plot No.3A/4, Near IDBI Bank &  
Jhama Sweets, Sector-25, Nerul (E),  
Navi Mumbai Mob:9321731273  
[adv.kpsayed@gmail.com](mailto:adv.kpsayed@gmail.com)

Date: 29/11/2018

## **TITLE CERTIFICATE**

All that piece and parcel of land bearing Plot No.25, admeasuring about 1049.75 Sq. Mtrs., situated at Sector-35, Kamothe-II, Taluka-Panvel, Dist- Raigad.

## **TO WHOM IT MAY CONCERN**

This is to certify that I have seen the title deeds in respect of the above Property/Plot. The same is narrated herein below:

1. The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. Company incorporated under the Companies Act, 1956 (I of 1956) and having its registered office at 'Nirmal' 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400021 (hereinafter referred to as "the Corporation") is the New Town Development Authority under the provisions of Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra XXXVII of 1966) hereinafter referred to as "the said ACT".
2. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose of any land acquired by or vested into it in accordance with the proposal approved by the State Government of Maharashtra under the said Act.
3. By an Agreement to Lease dated 17<sup>th</sup> October, 2016 made at CBD Belapur, Navi Mumbai and entered into between the Corporation of the First Part as "the Lessor" and 1) Smt. Rabia Mohamed Hanif Shaikh, 2) Shri. Abdul Rashid Haji Yusuf Shaikh, 3) Shri. Mohammad Ayyub Yusuf Shaikh, 4) Smt. Safiya Shahajan Shaikh, 5) Shri. Nisar Yusuf Shaikh, 6) Smt. Kamarunnisa Haji Yusuf Haji Mohammed Shaikh, 7) Smt. Khatija Rahimu alias Abdul Raheman Shaikh, 8) Shri. Safiq Rahimu alias Abdul Rehman Shaikh 9) Shri. Bashir Rahimu alias Abdul Raheman Shaik, 10) Shri. Irfan Rahimu alias Abdul Raheman Shaikh, 11) Jubeda Nijam Shaikh, 12) Smt. Ayesha Gulamgos Shaikh, 13) Shri. Hafiz Ismail Shaikh, 14) Rauf Ismail Shaikh, 15) Najma Iqbal Patel, 16) Smt. Shama Salim Shaikh, 17) Kumar. Zahid Salim Shaikh minor through natural



Guardian Smt. Shama Salim Shaikh, 18) Kúmar. Imran Salim Shaikh minor through natural Guardian Smt. Shama Salim Shaikh , 19) Shri. Imran Salim Shaikh through natural Guardian Smt. Shama Salim Shaikh, 19) Shri. Umar Shaikh Mohhamad Mistri @ Umar Mohammad Shaikh of the Other Part as "the Original Licensees/Allottees". The Corporation has agreed to lease all that piece and parcel of land at Plot No.25, admeasuring about 1049.75 Sq. Mtrs., situated at Sector-35, Node – Kamothe-II, Taluka-Panvel, Dist- Raigad (hereinafter referred to as said "Plot") in favour of the Licensees under 12.5% Gaothan Expansion Scheme.

4. The Original Licensees have paid to the Corporation lease premium of Rs.1,13,400/- (Rupees One Lakh Thirteen Thousand Four Hundred Only) and the Corporation on receipt of premium amount handed over the possession of the said Plot to the Licensees to construct and develop the said Plot as per the terms and condition contained in Lease Agreement.
5. The aforesaid Agreement to Lease dated 17/10/2016 was duly registered at the Office of Sub Registrar of Assurance Panvel-5 on 18/10/2018 under document serial No.PVL5-8254-2016, vide receipt No.9169, dated 18/10/2016 & 22/10/2016.
6. The above original licensees had requested the Corporation to grant them permission to transfer and assign their right, title, interest and benefits of the said Plot in favour of M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid (therein and hereinafter referred to as the Developer).
7. As per the request of aforesaid original licensees the Corporation had granted the No Objection Certificate on transfer charges to transfer the said Plot in favour of M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid.
8. By Tripartite Agreement dated 09/12/2016 made and executed between the Corporation of the First Part and 1) Smt. Rabia Mohamed Hanif Shaikh, 2) Shri. Abdul Rashid Haji Yusuf Shaikh, 3) Shri. Mohammad Ayyub Yusuf Shaikh, 4) Smt. Safiya Shahajan Shaikh, 5) Shri. Nisar Yusuf Shaikh, 6) Smt. Kamarunnisa Haji Yusuf Haji Mohammed Shaikh,



7) Smt. Khatija Rahimu alias Abdul Raheman Shaikh, 8) Shri. Safiq Rahimu alias Abdul Rehman Shaikh 9) Shri. Bashir Rahimu alias Abdul Raheman Shaikh, 10) Shri. Irfan Rahimu alias Abdul Raheman Shaikh, 11) Jubeda Nijam Shaikh, 12) Smt. Ayesha Gulamgos Shaikh, 13) Shri. Hafiz Ismail Shaikh, 14) Rauf Ismail Shaikh, 15) Najma Iqbal Patel, 16) Smt. Shama Salim Shaikh, 17) Kumar. Zahid Salim Shaikh minor through natural Guardian Smt. Shama Salim Shaikh, 18) Kumar. Imran Salim Shaikh minor through natural Guardian Smt. Shama Salim Shaikh, 19) Shri. Imran Salim Shaikh through natural Guardian Smt. Shama Salim Shaikh, 19) Shri. Umar Shaikh Mohhamad Mistri @ Umar Mohammad Shaikh as (the original licensees/Aloottees) of the Second Part and M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid as new licensee of the Third Part.

The above original licensees by aforesaid Tripartite Agreement have transferred and assigned all their rights, titles, interests and benefits of the said Plot No.25, admeasuring about 1049.75 Sq. Mtrs., situated at Sector-35, Node-Kamothe-II, Taluka-Panvel, Dist- Raigad, under 12.5% Gaothan Expansion Scheme in favour of M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid (therein and hereinafter referred to as the Developer).

9. The said Tripartite Agreement dated 09/12/2016 has been duly registered at the Office of Sub Registrar of Assurance Panvel-2 under document serial No.PVL2-13820-2016, vide receipt No.17346, dated 09/12/2016.
10. The above parties have executed a Tripartite Agreement dated 09/12/2016 subject to the pending litigation No.SCS-63-2011 and also subject to orders may be passed in such a pending litigation.
11. By virtue of the aforesaid Tripartite Agreement dated 09/12/2016, the Corporation has transferred the said Plot in favour of M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid vide letter No. CIDCO/VASAHAT/SATYO/KAMOTHE-II/317/2016/15243, dated 29/12/2016.



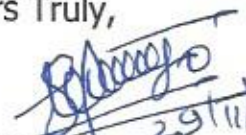
12. M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid (Developer) is absolutely seized and possessed of and well and sufficiently entitled to the Plot No.25, admeasuring about 1049.75 Sq. Mtrs., situated at Sector-35, Node – Kamothe-II, Taluka-Panvel, Dist- Raigad, under 12.5% Gaothan Expansion Scheme for the purpose of development to construct a Building/s thereon.
13. By virtue of Tripartite Agreement dated 09/12/2016 M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid (Developer) is entitled to sell and/or dispose of the flat/s in the proposed new building/s on ownership basis under the provisions of Real Estate (Regulation & Development) Act, 2016.

Therefore I, hereby certify that M/s. Lookwell Lifespace Private Ltd. through its Director Mr. Fayaz Ahmad T. Mujahid (Developer) is an exclusive legal owner and title holder of above said Plot and the said plot is clear, marketable and free from all encumbrances except subject to aforesaid pending litigation No.SCS-63-2011 and also subject to orders may be passed in such a pending litigation.

Dated this 29<sup>th</sup> November, 2018.



Yours Truly,

  
29/11/2018  
Advocate, High Court

**K. P. SAYED**  
(M.A., LL.M.)  
Advocate, High Court  
Shop No. 6, Neel Empire CHS.,  
Plot No. 3A/4, Sec - 25, Nerul (E),  
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