

*Ajay D. Gaikwad*  
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B.L.S., LL.B., D.C.L.

ADVOCATE, HIGH COURT

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Ref:-

Date:- 23/02/2017

**TITLE CLEARANCE CERTIFICATE**  
**TO WHOMSOEVER IT MAY CONCERN**

Ref: Plot of land bearing Plot No.33, totally  
admeasuring 950.00 Sq. mtrs., in Sector-2A,  
situated at -Karanjade, Tal.Panvel, Dist. Raigad.

This is to certify that, I have investigated the title of M/s. **SAMBHAV REALTY**, through its Partners, 1) **MR.DILIP HEMCHAND SHAH** 2) **MR.HASMUKH MANJI CHAMBARIA**, age-adults, Occ. Business, carrying out its business of land development and building constructions having its Shop No.15, Pushpa Ganga, Plot No.04, Sector - 9, Kamothe, Navi Mumbai, in respect of Plot of land bearing Plot No. 33, totally admeasuring 950.00 Sq. mtrs., in Sector-2A, situated at -Karanjade, Tal.Panvel, Dist. Raigad.

1. The City Industrial Development Corporation (hereinafter referred to as the "CORPORATION") incorporated under the companies Act, and declared as the New Development authority for the area of New Town of Navi Mumbai by the Government of Maharashtra in exercise of its Power under Sub-Section (1) and (3A) of Section 113 of the Maharashtra Regional Town Planning Act, 1956, has acquired the lands through state of Maharashtra for the purpose of development of Township known as "Navi Mumbai".
2. That by virtue of being the development authority, CIDCO has been empowered under Section 118 of the said Act to dispose off any land

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acquired by it or vested in it in accordance with the proposal approved by the State Government under the said Act.

3. By an Agreement to Lease dated 04.12.2014 (hereinafter called "THE SAID AGREEMENT TO LEASE") entered into between THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED (therein and hereinafter referred to as "THE CORPORATION") of the one part and to SMT.KASHIBAI KAMALAKAR GOWARI, therein referred to as "THE LICENSEE" and hereinafter referred to as "THE ORIGINAL LICENSEES") of the other part, the Corporation agreed to grant a lease of a plot of land bearing Plot No. 33, totally admeasuring 950.00 Sq. mtrs., in Sector-2A, situated at -Karanjade, Tal.Panvel, Dist. Raigad In favour of the said Original Licensees at or for the consideration as mentioned in the said Agreement to Lease and on performing and complying with all terms and conditions of the said Agreement to Lease, the Corporation placed the said plot in possession of the said Original Licensees. The said Agreement to Lease duly registered before the Sub- Registrar of Assurances under its Serial No. Sr. No. PVT.-1-6446-2014 on dt.24/12/2014 with the Registration Receipt No.9038.
4. By virtue of the Tripartite Agreement dated 16/09/2016, the right, title, interest and benefits of the said plot of land has been transferred and assigned in favour of M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR.HASMMUKH MANJI CHAMBARIA,(therein and hereinafter referred to as "THE NEW LICENSEE") as per the terms and conditions mentioned therein. The said Tripartite Agreement is duly registered before the Sub Registrar of Assurances vide its Doc. No. -PVL4-8029-2016 AND CIDCO vide its letter bearing Reference Number CIDCO/Vasahat/Satyo/Karanjade/55/2016/12636, dated 27/09/2016, has substituted the New Licensee M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR.HASMMUKH MANJI CHAMBARIA, instead and in place of the aforesaid Original Licensees for the said plot of land.
5. I have scrutinize the following documents :-

PDF Compressor Free Version Search Report on dt.19/01/2017, and Receipt No.467

- b. Letter of Allotment of said Plot Dt.23/07/2014 in favour of Original Licensee;
- c. Agreement to lease dt. 04.12.2014, executed by the CIDCO, in favour of SMT.KASHIBAI KAMALAKAR GOWARI.
- d. CIDCO NOC dt. 30.08.2016 addressed by the Original Licensees to the M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR.HASMUKH MANJI CHAMBARIA, in respect of transfer of plot.
- e. Tri-partite Agreement dt. 16.09.2016, in favour of the New Licensee M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR.HASMUKH MANJI CHAMBARIA.
- f. CIDCO Final order dt. 27.09.2016 in favour of M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR.HASMUKH MANJI CHAMBARIA, in respect of transfer of plot.
- g. The CIDCO by its Letter under reference No. CIDCO/ BP-15371/ TPO(NM&K)/2016/1291 dated 10/01/2017 granted Commencement Certificate to M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR.HASMUKH MANJI CHAMBARIA development permission for residential+commercial building on the said Plot as per the terms and conditions as contained therein.



The CIDCO by its letter under reference No. CIDCO/ BP-15371/ TPO(NM&K)/2016/1291 dated 10/01/2017 granted development permission is subject to pending Special Civil Suit No.93/2004, in the court of Civil Judge (SD) Panvel. The order passed by Hon'ble Court in the said Suit shall be binding on M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR. HASMUKH MANJI CHAMBARIA.

From all the above relevant papers and documents produced before me, I am of the opinion that, the TITLE of the land bearing Plot No. 33, totally admeasuring 950.00 Sq. mtrs., in Sector-2A, situated at -Karanjade, Tal.Panvel, Dist. Raigad, in the said Plot Civil suit is pending. The order passed by Hon'ble Court in the said Suit shall be binding on the M/s. SAMBHAV REALTY, through its Partners, 1)MR.DILIP HEMCHAND SHAH 2)MR.HASMUKH MANJI CHAMBARIA, obtained development permission for residential+commercial building on the said Plot and construct the building as per the terms and conditions as contained therein. in the said plot there is no Status-quo or interim injunction restraining the Developer from creating third party rights or to sell/dispose the said Flats/Shops in the building that may be constructed on the said plot of land to any prospective purchaser.

Hence I have issued the Title Certificate on request of M/s. SAMBHAV REALTY, through its Partners, 1) MR.DILIP HEMCHAND SHAH 2)MR.HASMUKH MANJI CHAMBARIA.

(AJAY D. GAIKWAD)

Advocate, High court

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ADVOCATE HIGH COURT  
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