



MRS. MAMTA R. SAWANT
Advocate High Court, Bombay

Office No-39A, Prabhat Center, Ground floor, Sector-1A, C.B.D., Belapur-400614,

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Sub: Report on Title in respect of Plot no. 17 B, Sector 05, allotted under 12.5% Gaonthan Expansion Scheme at Village Taloja Pachnand, Taluka Panvel, District Raigad, Navi Mumbai 410208.

THIS IS TO CERTIFY that I, have perused the title of above said Plot on the request of **1) M/S. HAMDULE & MD DEVELOPERS through its Partners I) Mr. Amir Hamdule II) Mr. Imran Yusuf Mukadam III) Mr. Dawood Akbar Dудuke & 2) Mr. Umar Bashir Ahmed Patel**, a partnership firm, presently having its office at Shop No. 14, Plot No. 147 & 148, Sector 10, Taloja, Navi Mumbai-410208 (hereinafter referred to as the "Developers") in respect of **Plot No 17 B, Sector 05, allotted under 12.5% Gaonthan Expansion Scheme at Village-Taloja-Pachnand, Taluka Panvel, District Raigad, Navi Mumbai 410208, admeasuring 549.76 sq. mtrs.** (hereinafter referred to as the said Plot) The same is narrated as under:-



- a) **THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.** is a Company incorporated under the Companies Act, 1956, (hereinafter referred to as "**the Corporation**") having its registered office at Nirmal, 2nd floor, Nariman Point Mumbai-400021. The said Corporation has been declared as a New Town Development Authority by the Govt. of Maharashtra, under the provisions of sub. Sec (1) & (3-A) of section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as "**the Said MRTP Act**") for the development & disposal of lands in the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said MRTP Act.
- b) The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an order duly made in that behalf as per the provisions of Section 113 of the said MRTP Act
- c) By virtue of being the development authority the Corporation has been empowered under section 118 of the said MRTP 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 MRTP Act
- d) By an **Agreement to Lease** dated **05/10/2017**, executed by the City and Industrial Development Corporation of Maharashtra Ltd., therein and herein after referred to as "the Corporation" of the one part in favour of **1) MR. HARISHCHANDRA NARAYAN KHANAVKAR, 2) MRS. SUMAN RAM KHANAVKAR, 3) MR. SANTOSH RAM KHANAVKAR, 4) MR. PRAKASH RAM KHANAVKAR, 5) MRS. SUREKHA SUBHASH PATIL, 6) MRS. GULAB RAMDAS PATIL, 7) MRS. RENUKA SANDIP BHAGAT,**

(herein after referred to as the "Original Licensee") of other part, the Corporation has agreed to lease to the said Licensee, under Gaothan Expansion 12.5% Scheme the land of **Plot No 17 B**, situated in **Village Taloja-Pachnand, Sector 05, Taluka-Panvel, District-Raigad, Navi Mumbai 410208**, containing by measurement **549.76 Sq. Mtrs.** thereabouts (hereinafter for the sake of brevity referred to as "the said Property") more particularly described in the Schedule written hereunder and there under, for residential-cum-commercial use for 60 years lease and on the terms and conditions as contained therein. The said Agreement to Lease was registered under Serial No PVL3-6315-2017 vide receipt no. 8108 dated 07/10/2017 at office of Sub-registrar of Assurances Panvel 3.

- e) The said Original allotted agreed to sell, transfer and assign all his right, title and interest in respect of the said plot as leased to him by CIDCO under the said Agreement to Lease in favour of the Developer herein, for such consideration and upon such terms and conditions as mutually agreed upon between them.
- f) The said Original allottee requested the Corporation to grant to it the permission to transfer and assign its rights and interest in or benefits under the said Agreement in respect of the said Plot to the Developer herein.
- g) By a First **Tripartite Agreement** dated **04/01/2018** between the said Corporation **of the One Part**, the said Original allottee **1) MR. HARISHCHANDRA NARAYAN KHANAVKAR, 2) MRS. SUMAN RAM KHANAVKAR, 3) MR. SANTOSH RAM KHANAVKAR, 4) MR. PRAKASH RAM KHANAVKAR, 5) MRS. SUREKHA SUBHASH PATIL, 6) MRS. GULAB RAMDAS PATIL, 7) MRS. RENUKA SANDIP BHAGAT** of **Second Part** and from **M/s. CARE DEVELOPERS**, a partnership firm, through its partners **1) MRS. SAKINA IQBAL HAMDULAY, 2) MRS. MAAHIR NAZIR MOHAMMED, 3) MR. YOGESH KUMAR MOHANLAL RATHOD, 4) MR. RIYAZ IQBAL HAMDULAY**, (hereinafter referred to as "the New Licensee") of the **Third Part** & same was registered with **Sub-registrar of Assurances**

Panvel 2 under document Sr. No- PVL2-143-2018, vide receipt no 165, dated 04/01/2018 & transferred the said Plot no 17 B in favour of the said New Licensee M/s. CARE DEVELOPERS, a partnership firm, through its partners 1) MRS. SAKINA IQBAL HAMDULAY, 2) MRS. MAAHIR NAZIR MOHAMMED, 3) MR. YOGESH KUMAR MOHANLAL RATHOD, 4) MR. RIYAZ IQBAL HAMDULAY and by an letter no- CIDCO / VASAHAHAT / SATYO / TALOJA / 1018 / 2018 / 23296 Dated- 15/01/2018.

- h) At the request of the said The subsequently new Licensee M/s. CARE DEVELOPERS, a partnership firm, through its partners 1) MRS. SAKINA IQBAL HAMDULAY, 2) MRS. MAAHIR NAZIR MOHAMMED, 3) MR. YOGESH KUMAR MOHANLAL RATHOD, 4) MR. RIYAZ IQBAL HAMDULAY; the said Corporation has executed a Second Tripartite Agreement on 10/12/2018 between the said Corporation of the One Part, The subsequently new Licensee M/s. CARE DEVELOPERS, a partnership firm, through its partners 1) MRS. SAKINA IQBAL HAMDULAY, 2) MRS. MAAHIR NAZIR MOHAMMED, 3) MR. YOGESH KUMAR MOHANLAL RATHOD, 4) MR. RIYAZ IQBAL HAMDULAY of Second Part and one 1) M/S. HAMDULE & MD DEVELOPERS through its Partners I) Mr. Amir Hamdule II) Mr. Imran Yusuf Mukadam III) Mr. Dawood Akbar Dудuke 2) MR. UMAR BASHIR AHAMAD PATEL, (hereinafter referred to as "The New subsequently new Licensee") of the Third Part & same was registered with Sub-registrar of Assurances Panvel 2 under document Sr. No- PVL2-15470-2018, vide receipt no 18273, dated 10/12/2018 & transferred the said Plot no 17 B in favour of the said New subsequent new Licensee M/S. HAMDULE & MD DEVELOPERS through its Partners I) Mr. Amir Hamdule II) Mr. Imran Yusuf Mukadam III) Mr. Dawood Akbar Dудuke 2) MR. UMAR BASHIR AHAMAD PATEL and by an letter no-CIDCO / EST / 12.5% Scheme / TALOJA / 2018 / 2018 / 641, dated- 21/01/2019.

- i) The said New Licensee is fully seized and possessed off and otherwise well and sufficiently entitled to aforesaid Plot no. 17 B, Sector 05, transferred by the Corporation.
- j) By virtue of said Agreement to Lease and Tripartite **M/S. HAMDULE & MD DEVELOPERS** through its Partners I) **Mr. Amir Hamdule** II) **Mr. Imran Yusuf Mukadam** III) **Mr. Dawood Akbar Duduke** 2) **MR. UMAR BASHIR AHAMAD PATEL** are in the lawful possession of the said Plot and entitle to develop and construct the residential building (as per plan approved and sanctioned by CIDCO Ltd.) and further the said New Licensee/Developer are entitle to sell residential flats / commercial units to be constructed on the said Plot on ownership basis to any purchaser/s.
- j) Meanwhile, the said New subsequent new Licensee namely **M/S. HAMDULE & MD DEVELOPERS** through its Partners I) **Mr. Amir Hamdule** II) **Mr. Imran Yusuf Mukadam** III) **Mr. Dawood Akbar Duduke** 2) **MR. UMAR BASHIR AHAMAD PATEL**, have obtained a development permission from the said Corporation namely City and Industrial Development Corporation of Maharashtra Limited on **10/04/2019** by an Assessment Order No. 2019/4095 vide their letter reference No **CIDCO / BP - 16392 / TPO (NM & K) / 2019 / 4252**, dated **10/04/2019**.

Therefore I, have perused all original document of above said plots and I, hereby certify that the title of the said **Plot No 17 B, Sector 05, allotted under 12.5% Gaonthan Expansion Scheme at Village Taloja Pachnand, Taluka Panvel, District Raigad, Navi Mumbai 410208** admeasuring **549.76 sq. mtrs.** is clear, marketable & free from all encumbrances subject to rules & regulation of the Corporation and the terms & conditions mentioned in Agreement to lease / all above three Tripartite Agreements / Commencement Certificate.

I have perused following documents while issuing this Certificate:-

- 1. Agreement to lease dated 05/10/2017.**
- 2. First Tripartite Agreement dated 04/01/2018.**
- 3. Second Tripartite Agreement dated 10/12/2018.**
- 4. Development permission granted by Corporation 10/04/2019.**

Place : CBD Belapur

Dated: 14/05/2019.