

ADVOCATE HIGH COURT

SHOP NO: 21, SHUBHANGAN COMPLEX CHS LTD.
SECTOR 7, PLOT NO:25 A,
KAMOTHE, NAVI MUMBAI.,



Date: 05/11/2016

TITLE CLEARANCE CERTIFICATE
OF PLOT NO:70/1, 71, SECTOR – 4A
FILE NO: 77, AREA : 650 SQ.MT,
ASUDGEON, NAVI MUMBAI

I have pursued the title of **MR. PANKAJ SHANKARLAL BHANUSHALI.**, having address at 704, AMBIENCE COURT, SECTOR-19D, VASHI, NAVI MUMBAI., **MR. NARSHI DOSHABHAI BHANUSHALI.**, having address at SHOP NO:6, SHRUSTY BUILDING, PLOT NO:245, & 246, SECTOR-1, SHIRAVNE, NERUL, NAVI MUMBAI., & **MR. SHASHIKANT MOHANBHAI BHIMANI.** having address at 9, HARINIWAS, MCCH SOCIETY, PLOT NO:74, PANVEL- 410 206., (hereinafter referred to as the **BUILDER / DEVELOPERS**) in respect of PLOT NOS:70/1, 71 SECTOR – 4 A, **ASUDGAON, NAVI MUMBAI,** admeasuring 650.00 Sq.Mtrs (herein referred to as the PLOT)

1. The City and Industrial Development Corporation of Maharashtra Ltd., a Government company within the meaning of the Companies Act. 1956. (hereinafter referred to as **THE CORPORATION**) having its registered office at Nirmal, 2 nd Floor, Nariman Point, Mumbai- 400021, is a New Town Development Authority under the provisions of sub-sec (3-a) of Section 113 of Maharashtra Regional Town Planning Act, 1966 (Maharashtra Act No. xxxviii of 1966) hereinafter referred to as the said Act.
2. By virtue of being the Development Authority the Corporation has been empowered under Section 113 of the said Act to dispose off any land acquired by it or vested in to it in accordance with the proposal approved by the State Government under the said Act.

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3. By an Allotment Letter dated 16/01/2015 and By an Agreement to Lease dated 19th day of JANUARY 2015, made at CBD, Belapur, Navi Mumbai, and entered in to between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO) therein and herein referred to as 'THE LESSOR' and therein referred to as the LESSEES and 1) MRS. MARIA AIZIRA ASHA DE SOUSA alias MARIA ALZIRA ASHA DE SOUSA E LOBO alias ASHA DE SOUSA alias MARIA ASHA DE SOUSA E LOBO alias ASHA LOBO, 2) MRS. MARIE ELAINE SUMAN PITT, 3) MR. ANTONIA BERNANDO DE SOUSA, 4) MR. FERMIANO LUIS SANTANA DE SOUSA hereinafter referred to as the ORIGINAL ALLOTEES, the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being PLOT NO.70/1 + 71, SECTOR - 4 A admeasuring about 650Sq.Mtrs. under the 12.5% Expansion Scheme at village ASUDGAON, Taluka- Panvel , Dist. Raigad, Navi Mumbai (hereinafter referred to as 'THE SAID PLOT') registration receipt No.3496 dated 17/04/2015 and vide document no. PVL-2-3348/2015 obtained the Physical possession of the same has handed over to the Original Allottees for Development and Construction thereof Building for Residential purpose.
4. THE ORIGINAL Allottees paid the premium of Rs.20,800/- (RUPEES TWENTY THOUSAND EIGHT HUNDRED ONLY) in full to the Corporation and on payment of the said premium in full, Corporation granted permission or license to the Original Allottees to enter upon the said Plots of land for the purpose of erecting a building/s.

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5. By Tripartite Agreement dated 14TH MAY, 2015 between the CIDCO the FIRST PART, 1) MRS. MARIA ALZIRA ASHA DE SOUSA alias MARIA ALZIRA ASHA DE SOUSA E LOBO alias ASHA DE SOUSA alias MARIA ASHA DE SOUSA E LOBO alias ASHA LOBO, 2) MRS. MARIE ELAINE SUMAN PITT, 3) MR. ANTONIA BERNANDO DE SOUSA, 4) MR. FERMIANO LUIS SANTANA DE SOUSA, the Original Allottees the SECOND PART & MR. PANKAJ SHANKARLAL BHANUSHALI, MR. NARSHI DOSHABHAI BHANUSHALI & MR. SHASHIKANT MOHANBHAI BHIMANI, the THIRD PART. The said original Allottees have assigned all the rights and interest in and upon the said Plot to the Developers herein and also Tripartite Agreement on the terms and conditions more particularly set out in the said Agreement stamped and registered as per the Document No:4160/2015 registration receipt No.4345 dated 14/05/2015 Registrar of assurances Panel-2.
6. CIDCO has issued Final Order vide letter dated 22/05/2015 for the transfer of the plot in the name of MR. PANKAJ SHANKARLAL BHANUSHALI, MR. NARSHI DOSHABHAI BHANUSHALI & MR. SHASHIKANT MOHANBHAI BHIMANI.
7. CIDCO has issued development permission and Commencement Certificate to MR. PANKAJ SHANKARLAL BHANUSHALI, MR. NARSHI DOSHABHAI BHANUSHALI & MR. SHASHIKANT MOHANBHAI BHIMANI to construct Residential Building of stilt + 7 Floors (35 Residential units) vide CIDCO/BP-15117/TPO(NM)/2016/2018 dated 28/07/2016.

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I have searched all relevant papers pertaining to the said Plot of land at the office of the CIDCO and other offices and also gone through the Government Record and I certify that there is no encumbrances on the PLOT NOS 70/1 & 71, SECTOR - 4 A, ASUDGAON (W), Tal. - Panvel, Dist. Raigad, Navi Mumbai. admeasuring 649.99 Sq.Mtrs. more particularly described in the schedule hereunder written, stands in the name of **MR. PANKAJ SHANKARLAL BHANUSHALI, MR. NARSHI DOSHABHAI BHANUSHALI & MR. SHASHIKANT MOHANBHAI BHIMANI** is clear and marketable and is free from all encumbrances.

All that piece and parcel of Land comprised and known as PLOT NO: 70/1 + 71, SECTOR - 4 A, in village ASUDGAON, Tal. Panvel , Dist. Raigad of Gaothan Expansion Scheme, containing by measurement 650.00 Sq.Mtrs or thereabout and bounded as follows that is to say :

- On the North by : PLOT NO:70 & PLOT NO:71/1
- On the South by : ROAD
- On the East by : ROAD
- On the West by : CIDCO LANDS

MR. PRAKASH THAKKAR

ADVOCATE HIGH COURT

ADVOCATE
PRAKASH THAKKAR
M. COM., LL.B, C.S.
SHOP NO. 21, SHUBHANGAN COMPLEX,
PLOT NO. 25A, SECTOR 07, KAMOTHE,
NAVI MUMBAI - 401 201