

**TO WHOMSOEVER IT MAY CONCERN**

**Re: All that piece and parcel of land bearing Plot No. 24, admeasuring 4800.10 sq. mts. lying being and situate at Sector – 8, Ghansoli, Navi Mumbai or thereabout.**

**MR. VIJAY KUMAR BAJAJ, sole proprietor M/S. BHUMIKA DEVELOPERS** having his office at 1605/1606, The Ambience Court, Plot No.2, Sector 19D, Vashi, Navi Mumbai – 400 705 (hereinafter referred to as the "**PROMOTER**") has placed in our hands the files and papers in respect of the aforesaid property. On going through the same, we have to state as under:

**A. WHEREAS :**

- I. The Government of Maharashtra having being satisfied that it was expedient in the public interest that an area reserved and designated on the regional plan be developed as a 'Site' for New Town of Navi Mumbai (New Bombay);
- II. After the publication of the Notification under Section 113(1), of the Maharashtra Regional Town planning Act ("MRTP ACT") the State Government by another Notification designated City & Industrial Development Corporation of Maharashtra Limited (CIDCO) as a New Town Development Authority for the purpose of acquiring, developing & disposing of lands in the area of Navi Mumbai under the provisions of Section 113(2) & 113(3-A) of the MRTP Act;
- III. Pursuant to the mandate of S. 114 of the MRTP Act, the CIDCO floated tenderscheme in the month of July, 2015 for the disposal of commercial cum residential plots on lease at Ghansoli, Navi Mumbai.
- IV. On the opening of the tenders, the Promoter turned out to be highest tenderer in respect of residential cum commercial plot

*[Handwritten Signature]*

being Plot No. 24, admeasuring 4812.930 sq.mts lying, being and situate at Sector 8, Ghansoli, Navi Mumbai.

- V. By an Allotment Letter dated the 24<sup>th</sup> September, 2015, the CIDCO allotted the said plot to the Promoter on the terms and conditions more specifically set out in the said Allotment Letter dated the 24<sup>th</sup> September, 2015.
- VI. On the payment of both the installments of the lease premium, the CIDCO was pleased to execute an Agreement to Lease dated the 3<sup>rd</sup> December, 2016 agreeing to grant the lease of said Plot No. 24, admeasuring 4800.10 sq.mts (after demarcation) lying being and situate at Sector 8, Ghansoli, Navi Mumbai (hereinafter referred to as "the Project Land") to the Promoter on the terms and conditions more specifically set out in the said Agreement to Lease dated the 3<sup>rd</sup> December, 2016.
- VII. Consequently, the Promoter herein became seized and possessed of and entitled to develop the Project Land in compliance of the terms and conditions as set out in the Agreement to Lease dated the 3<sup>rd</sup> December, 2016.
- VIII. In exercise of power u/s. 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949 and u/s. 45 (1)(3) of the Maharashtra Regional Town Planning Act, 1966, the Navi Mumbai Municipal Corporation (NMMC) on the 23<sup>rd</sup> May, 2017 granted the Development Permission, issued Commencement Certificate and approved the plans for the development of the Project Land, pursuant to the application of the Promoter u/s. 44 thereof.
- IX. The Promoter is constructing on the Project Land, a residential cum commercial building to be known as "**JUHI SERENITY**" as per the plans and permission referred hereinabove including such additions, modifications, revisions, alterations, therein if any, from time to time as may be approved by the NMMC;
- X. The Promoter has availed the construction loan from Indiabulls Housing Finance Limited and have vide Deed of Mortgage dated the 9<sup>th</sup> May, 2017 interalia mortgaged the Project Land and the building being constructed on the same.



We are therefore, of the opinion that the title of **MR. VIJAYKUMAR BAJAJ, sole proprietor of M/S. BHUMIKA DEVELOPERS**, the Promoter herein in respect of the Project Land is clear and marketable, subject to the Promoter complying with all the terms and conditions of the Allotment Letter dated the 24<sup>th</sup> September, 2015, the Agreement to Lease dated the 3<sup>rd</sup> December, 2016, terms and conditions of the Commencement Certificate dated the 23rd May, 2017 and subject to the Promoter complying with the terms and conditions of the loan including the Deed of Mortgage executed by him in favour of M/s. Indiabulls Housing Finance Ltd as stated supra. This opinion is solely based on the papers produced before us.

**THE SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land bearing Plot No. 24 admeasuring 4800.10 sq. mts. lying being and situate at Sector – 8, Ghansoli, Navi Mumbai or thereabout and bounded as follows:

On or towards the North by	- Plot No. 23, Prop. School
On or towards the South by	- Plot No. 25
On or towards the East by	- 30.00 mt wide road
On or towards the West by	- Recreational open space

**Dated this 15<sup>th</sup> June, 2017.**

**For M.Tripathi & Co.**

  
**(Advocate)**

