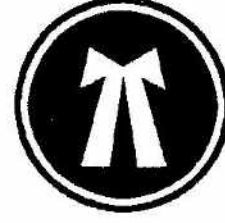


Ajay D. Gaikwad
B.L.S., LL.B., D.C.L.

ADVOCATE, HIGH COURT



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Date :- 23/02/2019

-1-

TITLE CERTIFICATE

Re: All that piece and parcel of land bearing **plot number 45/10**, totally admeasuring **1099.20 Sq. Mts.**, situated at **Sector No.-34A, node-Kharghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad.**

TO WHOMSOEVER IT MAY CONCERN.

This is to certify that I have investigated the title of all that piece and parcel of land bearing **plot number 45/10**, totally admeasuring **1099.20 Sq. Mts.**, situated at **Sector No.-34A, node-Kharghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad.**

1. The **City and Industrial Development Corporation of Maharashtra Limited**, a company incorporated under the Companies Act, 1956 (1 of 1956) hereinafter referred to as "**The Corporation**" is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub Sections (1) & (3A) of Section 113 of Maharashtra Regional & Town Planning Act, 1966 has acquired the lands within the delineated area of Navi Mumbai and vested the same in the **Corporation.**



2. By an Allotment Letter dtd **13/05/2002** the **Corporation** has allotted **plot no 32**, totally admeasuring **1099.93 Sq. Mts.**, situated at **Sector No.-13, node-Kharghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** to (1) **Shri Prabhakar Waman Patil** (2) **Shri Atmaram Waman Patil** (3) **Shri Kisan Waman Patil** all residing at **Post Kharghar, Navi Mumbai, Tal. Panvel Dist. Raigad 410206** in lieu of the acquisition of their properties.
3. By an **Agreement to Lease** dtd **04th day of November 2003** entered into between the "**Corporation**" of the One Part and (1) **Shri Prabhakar Waman Patil** (2) **Shri Atmaram Waman Patil** (3) **Shri Kisan Waman Patil** (hereinafter referred to as the **Licencees**) of the Other Part for the plot of land being **plot no 32**, totally **admeasuring 1099.93 Sq. Mts.**, situated at **Sector No.-13 , node-Kharghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** (hereinafter referred to as the **Said Plot**) the **Corporation** agreed to grant a lease of the **Said Plot** in favor of the **Licensee** at or for the consideration as mentioned in the **Agreement to Lease**.
4. **And Whereas** due to the **Agreement to Lease** not being registered in time a **Deed of Confirmation** was executed between the **Corporation** and the **Licensees** on **03/11/2004** and the **Agreement to Lease** alongwith the **Deed of Confirmation** was registered before the **Sub Registrar of Assurances** vide its **Receipt. No 8171, Doc-No-URAN-8171-2004** dated **11/11/2004** at **Panvel**.



5. **And Whereas** on one of the affected villager filing a **W.P. no 8956/2009** in the **High Court** at **Mumbai** the **High Court** set aside the allotment.
6. **And Whereas the Corporation** has allotted an **alternate plot** to the **Licensees** being **plot no 45/10**, totally admeasuring **1099.20 Sq. Mts.**, situated at **Sector No.-13, node-Kharghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** (hereinafter referred to as the **Said Alternate Plot**) vide it's letter bearing **ref.no CIDCO/Bhumi/Satyo/Kharghar/S.No.29 (3)/2017/17194** dtd **22/11/2017**.
7. **And Whereas** by a **Deed of Modification** executed between the **Corporation** and the **Licensees** on **03/11/2004** the **Corporation (CIDCO)** granted the Lease of the **Said Alternate Plot** to the **Licensees** and the **Deed of Modification** has been duly registered at the **Sub Registrar's office** at **Panvel** vide **receipt no 16781 Doc. no PVL-2-14042-2017** on **07/12/2017**.
8. **And Whereas** on an application dtd **13/04/2018** by the **Licensees CIDCO** has issued a no objection certificate vide its letter no **CIDCO/Vasahat/SATYO/KHARGHAR/29 (3)/2018/8959** dtd **17/07/2018** to the **Licensees** permitting the **Licensees** to transfer, assign **50%** of their rights, title, interest in the **said Alternate plot** to **M/s. SAMBHAV HOMES** (hereinafter referred to as the **Co-Licensee**) through its **authorised signatory Shri Kirti H Shah**.



9. By a **Tripartite Agreement** dtd **08/08/2018** executed by and between the **Corporation**, the **Licensees** and the **Co-Licensee M/s Sambhav Homes** through its **authorised signatory Mr Kirti H Shah** (hereinafter referred to as the **DEVELOPER**) having its office at **Shop no 17, Pushpa Ganga CHS Ltd, Plot no 4, sector 9, Kamothe, Navi Mumbai** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide its **Receipt No.12678, Doc.no-PVL-4/9748/2018** dated **08/08/2018** the **Licensees** have transferred, assigned **50%** of their rights, title interest in respect of the plot of land being **plot no 45/10**, totally **admeasuring 1099.20 Sq. Mts.**, situated at **Sector No.-34A, node-Kharghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad.**
10. By its letter having ref. no. **CIDCO/Vasahat/SATYO/KHARGHAR/29(3)/2018/27972** dtd **20/08/2018** the **Corporation** has added the **Co-Licensee M/s. SAMBHAV HOMES** through its **authorised signatory Shri Kirti H Shah** as lessee to the extent of **50%** alongwith the **Licensees** in respect of the **Said Alternate Plot** in its records.
11. Search Reports dtd **26/10/2018** have been submitted by **Mr.Vijay A. Kalantre** pursuant to the searches conducted by him in the offices of the concerned Sub-Registrar of Assurances at Panvel.



12. By its certificate ref. no **CIDCO/BP-16146/ATPO (NM&K) 2018/3657** dtd **19/01/2019** issued in the name of the **Licensees** and the **Co-Licensees** the **Corporation** has granted permission for construction of building on the **Said Plot.**

From all the above relevant papers and documents produced before me I am of the opinion that the title of the plot of land being **plot no 45/10**, totally admeasuring **1099.20 Sq. Mts.**, situated at **Sector No.- 34A, node-Kharghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** and of **M/s Sambhav Homes the Co-Licensee** and the **Licensees** (1) **Shri Prabhakar Waman Patil** (2) **Shri Atmaram Waman Patil** (3) **Shri Kisan Waman Patil** to develop the **Said Alternate Plot** and to sell the apartments in the building to be constructed on the **Said Alternate Plot** as per their shareholding is clear, marketable and free from all encumbrances.

This Title Certificate has been issued at the request of **M/s Sambhav Homes** a partnership Firm through its authorised signatory **Mr Kirti H Shah** and on the basis of the documents placed before me without any liability on the part of the undersigned.



(Signature)
23/02/2019

AJAY D. GAIKWAD
ADV. HIGH COURT
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B.L.S., L.L.B., D.C.L.
ADVOCATE HIGH COURT
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