

K. P. SAYED

(M. A., L L. M.)

Advocate, High Court, Mumbai

Shop No.1, Royal Garden, Plot No.88,
Behind Agrawal Corner/ Saraswat
Bank, Sector-21 Nerul (East), Navi
Mumbai-400706, Mob:9321731273,
9860593834 adv.kpsayed@gmail.com

Date: 21/03/2016

TITLE CERTIFICATE

All that piece and parcel of lands bearing Plot No.221A admeasuring about 1149.76 Square Meters and Plot No.222, admeasuring about 1499.86 Square Meters, both the Plots situated at Sector-10, Kharghar, Navi Mumbai, Taluka-Panvel, Dist- Raigad.

TO WHOM IT MAY CONCERN

This is to certify that I have seen the title deeds in respect of the aforesaid Plots. The same is narrated herein below:

PLOT NO.221-A

- a) The City Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "the Corporation/Cidco") by Agreement to Lease dated 30th August, 2007 made and entered into between the Corporation of the One Part and 1) Shri. Undir Shankar Thakur, 2) Shri. Bhagwan Shankar Thakur, 3) Shri. Shivdas Shankar Thakur, 4) Smt. Anandibai Balaram Patil and 5) Smt. Bhimabai Bhagwan Mayekar were the other part therein as "the Original Licensees". The Corporation has agreed to lease all that piece and parcel of land at Plot No.221A, admeasuring about 1149.76 Square Meters, situated at Sector-10, Kharghar, Navi Mumbai, Taluka-Panvel, Dist-Raigad (hereinafter referred to as said "Plot") in favour of the Licensee under 12.5% Gaothan Expansion Scheme. The Original Licensees have paid to the Corporation lease premium of Rs.17,250/- (Rupees Seventeen Thousand Two Hundred Fifty Only) and the Corporation handed over the possession of the said plot to the Licensees to construct and develop the said plot as per the terms and condition contained in Lease Agreement.




8

- b) The aforesaid Agreement to Lease Deed dated 30th August, 2007 has been duly registered on 30/08/2007 with the Sub Registrar of Assurance Office at Panvel-3 under document serial No. PVL3-08691-2007, vide receipt No.8769, dated 30/08/2007.
- c) The Original Licensees 1) Shri. Undir Shankar Thakur, 2)Shri. Bhagwan Shankar Thakur, 3)Shri. Shivdas Shankar Thakur, 4)Smt. Anandibai Balaram Patil and 5)Smt. Bhimabai Bhagwan Mayekar have requested the Corporation to grant them permission to transfer and assign their right, title, interest and benefits of the said Plot under the Agreement to Lease Deed dated 30th August, 2007 in favour of New Licensees M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan. (hereinafter referred to as the "Developers").
- d) As per the request of aforesaid original licensees the Corporation has granted the No Objection Letter on transfer charges to transfer the said plot and agree to assign their right, title, interest and benefits of the said Plot under the Agreement to Lease Deed dated 30th August, 2007 in favour of New Licensees M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan by the Corporation vide its letter Ref No. CIDCO/Vasahat/Satyo/Kharghar/197/2007, dated 20/09/2007.
- e) By Tripartite Agreement dated 05th October, 2007 made and executed between the Corporation of the First Part and 1) Shri. Undir Shankar Thakur, 2)Shri. Bhagwan Shankar Thakur, 3)Shri. Shivdas Shankar Thakur, 4)Smt. Anandibai Balaram Patil and 5)Smt. Bhimabai Bhagwan Mayekar (the Original Licensees) of the Second Part and M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan of the Third Part as New Licensee.

The said Tripartite Agreement dated 05th October, 2007 has been duly registered with the Sub Registrar of Assurance Office at Panvel-3 under document serial No.PVL3-09738-2007, vide receipt No.9835, dated 05/10/2007.



- 
- f) In pursuance of Agreement to Lease dated 05th October, 2007 the Original Licensees have assign their right, title, interest and benefits of the said Plot No.221-A, admeasuring about 1149.76 Square Meters, situated at Sector-10, Kharghar, Navi Mumbai, Taluka-Panvel, Dist-Raigad in favour of the New Licensees M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan (hereinafter referred to as the "Developers")
- g) The Corporation by virtue of the aforesaid Tripartite Agreement dated 05/10/2007 recorded the M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan name in Corporation record vide its letter Ref No. CIDCO/Vasahat/Satyo/Kharghar/197/2007, dated 09/10/2007 as the New Licensee.

PLOT NO.222

- h) The City Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "the Corporation/Cidco") by Agreement to Lease dated 24th August, 2007 made and entered into between the Corporation of the One Part and Shri. Eknath Govarya Pawar was the other part therein as "the Original Licensee". The Corporation has agreed to lease all that piece and parcel of land at Plot No.222, admeasuring about 1499.86 Square Meters, situated at Sector-10, Kharghar, Navi Mumbai, Taluka-Panvel, Dist-Raigad (hereinafter referred to as said "Plot") in favour of the Licensee under 12.5% Gaothan Expansion Scheme. The Original Licensee has paid to the Corporation lease premium of Rs.18,250/- (Rupees Eighteen Thousand Two Hundred Fifty Only) and the Corporation handed over the possession of the said plot to the Licensee to construct and develop the said plot as per the terms and condition contained in Lease Agreement.
- i) The aforesaid Agreement to Lease Deed dated 24th August, 2007 has been duly registered on 24/08/2007 with the Sub Registrar of Assurance Office at Panvel-3 under document serial No. PVL3-08547-2007, vide receipt No.8625, dated 24/08/2007.





- j) The Original Licensee Shri. Eknath Govarya Pawar has requested the Corporation to grant him permission to transfer and assign his right, title, interest and benefits of the said Plot under the Agreement to Lease Deed dated 24th August, 2007 in favour of New Licensees M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan. (hereinafter referred to as the "Developers")
- k) As per the request of aforesaid original licensee the Corporation has granted the No Objection Letter on transfer charges to transfer the said plot and agree to assign his right, title, interest and benefits of the said Plot under the Agreement to Lease Deed dated 24th August, 2007 in favour of New Licensees M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan by the Corporation vide its letter Ref No. CIDCO/Vasahat/Satyo/Kharghar/251/2007, dated 20/09/2007.
- l) By Tripartite Agreement dated 26th September, 2007 made and executed between the Corporation of the First Part and Shri. Eknath Govarya Pawar (the Original Licensee) of the Second Part and M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan of the Third Part as New Licensee. The original licensee has assigned his right, title, interest and benefits of the said Plot in favour of the New Licensees M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan in respect of Plot No.222, admeasuring about 1499.86 Square Meters, situated at Sector-10, Kharghar, Navi Mumbai, Taluka-Panvel, Dist-Raigad.
The said Tripartite Agreement dated 26th September, 2007 has been duly registered with the Sub Registrar of Assurance Office at Panvel-3 under document serial No.PVL3-09481-2007, vide receipt No.9570, dated 26/09/2007.
- m) By virtue of the aforesaid Tripartite Agreement dated 26/09/2007 M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan is become the owner of the said Plot and his and his firm name has been recorded with the Corporation in their records letter Ref No.



CIDCO/Vasahat/Satyo/Kharghar/251/2007, dated 27/09/2007 as the New Licensee.

M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan (Developer) are seized and possessed off and well and sufficiently entitled to the Plot Nos.221-A & 222, Sector-10, Kharghar, Navi Mumbai, Taluka-Panvel, Dist- Raigad for the purpose of development to construct a building thereon.

- n) The Corporation/Cidco at the request of M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan (Developer) allowed the amalgamation of the Plot Nos. 221A, & 222 allotted under 12.5% Scheme situated at Sector - 10 at Kharghar, Taluka - Panvel and District - Raigad to be constructed jointly by the Developers. The permission is granted by the Corporation/ Cidco vide their letter bearing No. CIDCO/VASAHAT/SATYO/KHARGHAR/251+197/2015, dated 16/1/2015.
- o) The M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan (Developers) then applied for the development permission in respect of aforesaid plots of land and approval of building plan to the City Industrial Development Corporation of Maharashtra Limited (CIDCO) which permission was accorded by the CIDCO to the Developers by its letter Ref. No.CIDCO/B.P.-13417/TPO(NM&K)2016/1573, dated 28th January, 2016..
- p) By virtue of the Tripartite Agreement dated 05th October, 2007 in respect of plot No.221A and Tripartite Agreement dated 26th September, 2007 in respect of Plot No.222, situated at Sector-10, Kharghar, Navi Mumbai, Taluka- Panvel, Dist- Raigad the M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan (Developers) are entitled to sell and/or dispose of the flat/s in the proposed new building/s on ownership basis under the provisions of the Maharashtra Ownership flat Act, 1963.



8

Therefore I, hereby certify that M/s. Shelter Builders & Developers through its Proprietor Mr. Rabbani Khan (Developers) is the exclusive legal owner and title holder of the Plot No.221A admeasuring about 1149.76 Square Meters and Plot No.222, admeasuring about 1499.86 Square Meters, both the Plots situated at Sector-10, Kharghar, Navi Mumbai, Taluka-Panvel, Dist- Raigad and the said plots are clear, marketable and free from all encumbrances.

Dated this 21st March, 2016.

Yours Truly,



Adv. K. P. SAYED

Advocate, High Court

K. P. SAYED

(M.A., LL.M.)

Advocate, High Court

Shop No. 1, Royal Garden,

Plot No. 88, Sector - 21,

Nerul (E), Navi Mumbai - 400 706.