

Ajay D. Gaikwad

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

ADVOCATE, HIGH COURT



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18/04/2019.

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TITLE CERTIFICATE

Re: All that piece and parcel of land bearing **plot number 228**, totally admeasuring **920 Sq. Mts.**, situated at **Sector No.-R4, node-PUSHPAK (VADGHAR), 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 228**, totally admeasuring **920 Sq. Mts.**, situated at **Sector No.-R4, node-PUSHPAK (VADGHAR), 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. The **Corporation** as a part of the development of Navi Mumbai has decided to establish an International Airport namely "**Navi Mumbai International Airport**" with the approval of the State and Central Government authorities.
3. By an Allotment Letter dtd **03/08/2015** having Ref. no. **2015/3049** the **CORPORATION** has allotted **plot no 228**, totally **admeasuring 920 Sq. Mts.**, situated at **Sector No.-R4, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** to (1) **SHRI BALIRAM SAKHARAM DHUMAL** (2) **SHRI MINNATH BALIRAM DHUMAL** both residing at **House No 355, AT-Kopar, Post Pargaon, Tal. Panvel Dist. Raigad 410206** in lieu of the acquisition of their properties.
4. By an **Agreement to Lease** dtd **16th day of October 2017** entered into between the "**CORPORATION**" of the One Part and (1) **SHRI BALIRAM SAKHARAM DHUMAL** (2) **SHRI MINNATH BALIRAM DHUMAL** (hereinafter referred to as the **LICENCEES** and thereafter referred to as the **OWNERS**) of the Other Part for the plot of land being **plot no 228**, totally **admeasuring 920 Sq. Mts.**, situated at **Sector No.- R4, node-Pushpak Vadghar, 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 **LICENSEES** at or for the consideration as mentioned in the Said Agreement to Lease and on performing and complying with all terms and conditions of the said Agreement to Lease the **CORPORATION** has handed over the possession of the



SAID PLOT to the **LICENSEE** (hereinafter referred to as the **OWNER**). The said **Agreement to Lease** has been duly registered at the **Sub Registrar of Assurances** at **Panvel** vide **Doc.no PVL5-10522-2017** and **receipt no 11173** dtd **25/11/2017**.

5. By and under a **Development Agreement** dtd **15/02/2019** executed by and between the **OWNERS** and **M/s. Sambhav Homeland** a Partnership Firm duly registered under the provisions of Partnership Act, 1932 and represented by its partners (1) **SHRI KIRTI HEMCHAND SHAH** (2) **SHRI SHAILESH KABRA** (3) **MRS VEENA SHAILESH KABRA** 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 **PVL4-1793-2019** vide **receipt no 2093** dtd **16/02/2019** the **OWNERS** have agreed to grant the development rights in respect of the plot of land bearing **plot no 228**, totally **admeasuring 920 Sq. Mts.**, situated at **Sector No.-R4, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad**
6. By a **Supplementary Development Agreement** dtd **05/04/2019** executed by and between the **OWNERS** and **M/s Sambhav Homeland** the **DEVELOPER** herein and duly registered with the **Sub Registrar of Assurances** at **Panvel** under Doc.No **PVL3-5876-2019** vide **receipt no 7185** dtd **05/04/2019** the flats coming to the share of the **OWNERS** and the **DEVELOPER** have been mentioned clearly.




7. By an Irrevocable General Power of Attorney dtd **16/02/2019** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide **Doc.No PVL4-1795-2019** vide **receipt no 2095** dtd **16/02/2019** the **OWNERS** have appointed **M/s Sambhav Homeland** the **Developer** herein through its partners (1) **SHRI KIRTI HEMCHAND SHAH** (2) **SHRI SHAILESH KABRA** (3) **MRS VEENA SHAILESH KABRA** to be their lawful attorney jointly or individually for the purpose of developing the **SAID PLOT** of land and to do all other deed, matters and things in regard thereto as more particularly stated therein.
8. Search Reports 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.
9. By its certificate ref. no **CIDCO/BP-15749/TPO (NM&K) 2018/3857** dated **31/01/2019** issued in the name of the **OWNERS** 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 (1) **SHRI BALIRAM SAKHARAM DHUMAL** (2) **SHRI MINNATH BALIRAM DHUMAL** to the plot of land being **plot no 228**, totally **admeasuring 920 Sq. Mts.**, situated at **Sector No.- R4, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** and of **M/s Sambhav Homeland** to develop the **SAID PLOT** is clear, marketable and free from all encumbrances.



This Title Certificate has been issued at the request of **M/s Sambhav Homeland** a partnership Firm through its partners (1) **SHRI KIRTI HEMCHAND SHAH** (2) **SHRI SHAILESH KABRA** (3) **MRS VEENA SHAILESH KABRA** and on the basis of the documents placed before me without any liability on the part of the undersigned.




AJAY D. GAIKWAD
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