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03/04/2019.

**TITLE CERTIFICATE**

Re: All that piece and parcel of land bearing **plot number 296**, totally admeasuring **360 Sq. Mts.**, situated at **Sector No.-R3, 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 being **plot number 296**, totally admeasuring **360 Sq. Mts.**, situated at **Sector No.-R3, 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 **05/08/2015** having Ref. no. **2015/3226** the **CORPORATION** has allotted **plot no 296**, totally **admeasuring 360 Sq. Mts.**, situated at **Sector No.-R3, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** to (1) **Smt. Babibai Narayan Naik** R/at **Ghar No 377, Kolhi (Kolhi), Post Pargaon, Tal. Panvel, Dist. Raigad 410206** (2) **Shri Subhash Narayan Naik** residing at R/at **Ghar No 377, Kolhi (Kopar), Post & Tal. Panvel, Dist. Raigad 410206** in lieu of the acquisition of their properties.
4. By an **Agreement to Lease** dtd **11th day of May 2018** entered into between the "**CORPORATION**" of the One Part and (1) **Smt. Babibai Narayan Naik** & (2) **Shri Subhash Narayan Naik** (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 296**, totally **admeasuring 360 Sq. Mts.**, situated at **Sector No.- R3, 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 **LICENSEES** (hereinafter referred to as the **OWNERS**). The said **Agreement to Lease** has been duly registered at the **Sub Registrar of Assurances** at **Panvel** vide **Doc.no PVL4-6121-2018** and **receipt no 8131** dtd **11/05/2018**.

5. By and under a **Development Agreement** dtd **29/01/2019** executed by and between the **OWNERS** and **M/s Sambhav Buildcon** a partnership Firm through its partners (1) **Mr Kirti Hemchand Shah** (2) **Mr Manji Momaya Chambaria** (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 **PVL3-2202-2019** vide **receipt no 2620** dtd **02/02/2019** the **OWNERS** have agreed to grant the development rights in respect of the plot of land bearing **plot no 296**, totally **admeasuring 360 Sq. Mts.**, situated at **Sector No.-R3, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad**
6. By a **Supplementary Development Agreement** dtd **29/01/2019** executed by and between the **OWNERS** and **M/s Sambhav Buildcon** the **DEVELOPER** herein and duly registered with the **Sub Registrar of Assurances** at **Panvel** under Doc.No **PVL3-2203-2019** vide **receipt no 2621** dtd **02/02/2019** the flats/shops coming to the share of the **OWNERS** and the **DEVELOPER** have been defined clearly.




7. By an Irrevocable General Power of Attorney **dtd 29/01/2019** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide **Doc.No PVL3-2206-2019** vide **receipt no 2624** dtd **02/02/2019** the **OWNERS** have appointed **M/s Sambhav Buildcon** the **Developer** herein through its partners (1) **Mr Kirti Hemchand Shah** (2) **Mr Manji Momaya Chambaria** 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. By a Deed of Rectification **dtd 02/04/2019** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide **Doc.No PVL3-5652-2019** vide **receipt no 6924** dtd **02/04/2019** the name of the building has been changed from Deep Devashree-3 to Deep Narayan.
9. 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.
10. By its certificate ref. no **CIDCO/BP-16066/TPO (NM&K) 2018/3470** dated **07/12/2018** issued in the name of the **OWNERS** the **CORPORATION** has granted permission for construction of the 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 **OWNERS** (1) **Smt. Babibai Narayan Naik** & (2) **Shri Subhash Narayan Naik** to the plot of land being **plot no 296**, totally admeasuring **360 Sq. Mts.**, situated at **Sector No.- R3, node-Pushpak Vadghar, Navi Mumbai, Tal. Panvel & Dist.-Raigad** and of **M/s Sambhav Buildcon** 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 Buildcon** a partnership Firm through its partners (1) **Mr Kirti Hemhand Shah** (2) **Mr Manji Momaya Chambaria** and on the basis of the documents placed before me without any liability on the part of the undersigned.



  
**AJAY D. GAIKWAD**  
**ADV. HIGH COURT**  
**AJAY D. GAIKWAD**  
**B.L.S., L.L.B., D.C.L.**  
**ADVOCATE HIGH COURT**  
SS-3, Shop No. 229, Xerox Lane, Near Abbott Hotel,  
Sector-2, Vashi, Navi Mumbai-400703.