

*Ajay D. Gaikwad*

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



ADVOCATE, HIGH COURT

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Ref:-

Date:- 23/04/2021

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### TITLE CERTIFICATE

Re: All that piece and parcel of land bearing **plot number 234E**, totally admeasuring **180 Sq. Mts.**, situated at **Sector No.-25, node-PUSHPAK (VAHAL)**, 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 234E**, totally admeasuring **180 Sq. Mts.**, situated at **Sector No.-25, node-PUSHPAK (VAHAL)**, 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 **14/06/2017** having Ref. no. **2017/82** the **CORPORATION** has allotted **plot no 234E**, totally admeasuring **180 Sq. Mts.**, situated at **Sector No.-25, node-Pushpak Vahal, Navi Mumbai, Tal. Panvel & Dist.-Raigad** to (1) **Smt.Aruna Premnath Keni** (2) **Shri Premnath Hasuram Keni** both residing at **Targhar, Post. Ulwa, Tal. Panvel, Dist. Raigad no 410206** in lieu of the acquisition of their properties.
4. By an **Agreement to Lease** dtd **26th day of October 2018** entered into between the "**CORPORATION**" of the One Part and (1) **Smt.Aruna Premnath Keni** (2) **Shri Premnath Hasuram Keni** (hereinafter referred to as the **LICENCEES** and thereafter referred to as the **OWNERS**) of the Other Part for all that piece and parcel of land being **plot no 234E**, totally admeasuring **180 Sq. Mts.**, situated at **Sector No.-25, node-Pushpak Vahal, 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 PVL3-12764-2018** and receipt no **15346** dtd **12/11/2018**.

5. By and under a **Development Agreement** dtd **26/03/2021** 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** (hereinafter referred to as the **DEVELOPER**) having its office at **Shop no 18, Pushpa Ganga CHS Ltd, Plot no 4, sector 9, Kamothe, Navi Mumbai** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide **PVL3-6760-2021** vide receipt no **7554** dtd **01/04/2021** the **OWNERS** have agreed to grant the development rights in respect of all that piece and parcel of land being **plot no 234E**, totally admeasuring **180 Sq. Mts.**, situated at **Sector No.-25, node-Pushpak Vahal, Navi Mumbai, Tal. Panvel & Dist.-Raigad**
6. By an Irrevocable General Power of Attorney dtd **26/03/2021** and duly registered at the **Sub Registrar of Assurances** at **Panvel** vide **Doc. No PVL3-6764-2021** vide receipt no **7558** dtd **01/04/2021** 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.

7. 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.
8. By its certificate ref. no **CIDCO/BP-17516/TPO(NM&K)/2020/7312** dtd **01/09/2020** 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 all that piece and parcel of land being plot no 234E, totally admeasuring 180 Sq. Mts., situated at Sector No.-25, node-Pushpak Vahal, 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**  
ADV. HIGH COURT  
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