

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re : M/S. VARSHA ENTERPRISES
Proprietor - SHRI MOHAN SINGH CHOUDHARY
1003-1004, Shelton Cubix,
Plot No.-87, Sector No.-15,
C.B.D.-Belapur, Navi Mumbai,
Thane-400 614.

I have investigated the title of M/S. VARSHA ENTERPRISES, a proprietary concern through its Proprietor SHRI MOHAN SINGH CHOUDHARY (hereinafter referred to as "THE LICENSEE") in respect of the lands more particularly described in the schedule hereto.

- 1) That the Licensee vide his 4 (Four) separate Application all dated 14/12/2018 requested the Corporation to grant the lease of pieces and parcels of land acquired and vested in the Corporation of the State Government;
- 2) That the said Corporation vide 4 (Four) separate Allotment Letters bearing reference numbers 2816/1000151/340, 2815/1000150/341, 2814/1000149/342, 2812/1000147/343, all dated 12/02/2019, allotted all those pieces and parcels of land bearing Plot numbers 6, 6A, 6B & 6C, respectively, all situate, lying and being at Sector No.-17, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, to the Licensee on the terms and conditions



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including the conditions of lease of the said Property as set out therein;

- 3) That the Licensee on 16/10/2019 paid to the Corporation a sum of Rs.23,07,27,443.75 (Rupees Twenty Three Crore Seven Lakh Twenty Seven Thousand Four Hundred Forty Three and Seventy Five Paise Only) for Plot No.-6, Rs.18,11,80,391.37 (Rupees Eighteen Crore Eleven Lakh Eighty Thousand Three Hundred Ninety One and Thirty Seven Paise Only) for Plot No.-6A, Rs.17,09,86,734.04 (Rupees Seventeen Crore Nine Lakh Eighty Six Thousand Seven Hundred Thirty Four and Four Paise Only) for Plot No.-6B & Rs.16,41,83,532.84 (Rupees Sixteen Crore Forty One Lakh Eighty Three Thousand Five Hundred Thirty Two and Eighty Four Paise Only) for Plot No.-6C, as and by way of full and final payment of Lease Premium;
- 4) That the Corporation entered into 4 (Four) separate Agreements to Lease (1) dated 17/10/2019, duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt No.-15922, Document No.PVL2-13684- 2019 on 17/10/2019 for Plot No.-6; (2) dated 17/10/2019, duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt No.-15924, Document No. PVL2-13686-2019 on 17/10/2019 for Plot No.-6A; (3) dated 17/10/2019, duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt No.-15926, Document No. PVL2-13687-2019 on 17/10/2019 for Plot No.-6B & (4) dated 18/10/2019, duly registered before the Joint Sub Registrar of Assurances at Panvel-5 under Receipt No.-11530, Document No. PVL5-11276-2019 on 18/10/2019 for Plot No.-6C with the Licensee and after construction of buildings on the said


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Plots of land, the Corporation shall execute the Lease Deeds in favour of the Licensee granting the lease of the said Plots to the Licensee for a period of 60 (Sixty) years from the date of Agreement to Lease;

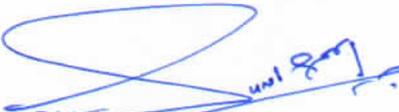
- 5) That the Licensee on 19/10/2019 requested the Corporation for permission to amalgamate the aforesaid plots of land i.e. Plot Nos.-6, 6A, 6B & 6C admeasuring 1497.68 Sq. Mts., 1234.30 Sq. Mts., 1232.88 Sq. Mts. & 1228.11 Sq. Mts. respectively, totally admeasuring 5192.97 Sq. Mts., into one unified plot of land and the Corporation on 03/12/2019 granted its permission to amalgamate the aforesaid plots of land into single plot of land on the condition to pay the charges of Rs.3,00,000/- (Rupees Three Lakh Only) to the Corporation;
- 6) That upon payment of Rs.3,00,000/- (Rupees Three Lakh Only) by the Licensee to the Corporation on 03/12/2019, the Corporation entered into a Modified Agreement dated 05/12/2019, duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt No.-18387, Document No. PVL2-15786-2019 with the Licensee and amalgamated the aforesaid Plots of land into single plot of land for the purpose of construction of the buildings on it;
- 7) That if the Licensee has observed all the stipulations and conditions contained in the said Agreements to Lease and on the Town Planning Officer certifying that the building and works have been duly erected by the Licensees, CIDCO will grant a lease of the said land and building erected thereon for a term of 60 (Sixty)



years from the date of the aforesaid Agreement to Lease at the yearly rent of Rs.100/- (Rupees One Hundred Only).

- 8) That the Licensee submitted the building plans through his Architect M/S. SATISH V. AHUJA to the Corporation and the Corporation approved and sanctioned the building plans and issued a Commencement Certificate bearing number CIDCO/BP-17323/TPO (N M & K)/2019/6465, dated 27/01/2020, permitting the said Licensee to construct buildings on the aforesaid Plots of land. The Corporation vide its Corrigendum bearing reference number CIDCO/BP-17323/TPO(NM)/2020/456, dated 29/01/2020 corrected the mistake occurred in the Commencement Certificate which should be read as "*Gross built up area for assessment = 17435.76 Sq. Mts. and Wing A & Wing B, Ground plus 26 (Twenty Six) upper Floors having 96 (Ninety Six) residential units and 34 (Thirty Four) units*" as mentioned therein;
- 9) That by virtue of the provisions contained in the aforesaid Agreements to Lease and Modified Agreement, the Licensee shall be entitled to transfer or assign its rights and interest in and benefits under the said Agreements in favour of the Purchasers of the premises being constructed on the said plots of land, provided that the Licensee has complied with all the terms and conditions of the aforesaid Agreements to Lease of the said property.

On the basis of the above and on the basis of the documents placed before me, I am of the opinion that subject to what is stated above and subject to the compliance of all the laws, the said M/S. VARSHA


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ADVOCATE, HIGH COURT**

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ENTERPRISES through its Proprietor SHRI MOHAN SINGH CHOUDHARY,
has good and clear title in respect of the aforesaid plots of land.

The Schedule above referred to

All those pieces and parcels of land bearing Plot numbers 6, 6A, 6B & 6C,
totally admeasuring 5192.97 Sq. Mts., all situate, lying and being at
Sector No.-17, Kharghar, Navi Mumbai, Tal.-Panvel, Dist.-Raigad and
collectively bounded as follows; i.e. to say:

On or towards the North by : Plot No.-6D
On or towards the South by : 11 Mts. Wide road
On or towards the East by : KH-4 Housing Compound Wall
On or towards the West by : 45 Mts. Wide road

Dated this 3rd day of February, 2020.



(SUNIL J. GARG)
Advocate, High Court.

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