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इतर पावती

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पावती क्र.: 2487

दिनांक: 30/09/2016

गावाचे नाव: उरण

दस्तऐवजाचा अनुक्रमांक: उरन-0-2016

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अॅड. आर. आर. जिंदाल

वर्णन शोध अर्ज क्र. 906/2016, मौजे द्रोणागिरी उरण, ता. उरण, जि. रायगड येथील प्लॉट नं.122 बी, सेक्टर 48, सन 2003 ते 2016

शोध व निरीक्षणे

रु. 325.00

एकूण:

रु. 325.00


Sub Registrar Uran

1); देयकाचा प्रकार: eChallan रक्कम: रु.325/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004678478201617E दिनांक: 28/09/2016

बँकेचे नाव व पत्ता:

DATE: ~~22.09.2016~~
04 Oct 18

SEARCH REPORT CUM
TITLE CLEARANCE CERTIFICATE

OF PLOT NO.122B, UNDER GAOTHAN EXPANSION SCHEME,
SECTOR-48, DRONAGIRI, NAVI MUMBAI,
TALUKA-URAN, DIST. RAIGAD.

I have carried out search of title of the Plot No.122B, situated at Sector-48, Dronagiri, Navi Mumbai, admeasuring 500 Sq. Mtrs. (hereinafter referred to as the PLOT) which now stands in the name of 1) M/S. VILLA CITY BUILDERS LLP, through its Partners a) MR. PRABHULAL KHETSHI PATEL, b) MR. LALJI AKHAI BERA c) MR. KARAN SUDHIR BHATT, d) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated Partner MR. KETAN VINOD VYAS, having address at Shop No.18, Shiv Chambers, Plot No.21, Sector No.11, CBD, Belapur, Navi Mumbai, 2) M/S. SHREE KHODIYAR DEVELOPERS, through its partners a) MR. MUKESH VELJIBHAI BHUVA, b) MR. ARVIND BATUKBHAI MENDAPARA, c) MR. CHIRAG K. PARVADIA, d) MR. ALPESH K. KOTADIYA, having address at D-24/2:12, Sector No.48, Nerul, Navi Mumbai, at the office of Sub-Registrar of Assurances Uran for the last 13 years (from 2003 to 2016), dt. 30.09.2016 vide receipt No.2487, Search Report No.906/2016 also in the Office of CIDCO and I have submit my observation as under:

1. The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (hereinafter referred to as 'The Corporation') having its registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021, is a New Town Development Authority, under the provisions of sub-sec, (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No. - xxxvii of 1966) hereinafter referred to as the said Act.
2. By virtue of being the Development Authority the Corporation has been empowered under section 113 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt. under the said Act.

IN THE YEAR 2010

3. By an Agreement to Lease dated: 12th January, 2010 made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE LESSOR' and 1) SHRI. HARIBHAU CHANGA PATIL, 2) SHRI. SHANTARAM CHANGA PATIL, 3) SMT. MANJULA HANUMANT PATIL, 4) SHRI. GOSAVI BALYA PATIL, 5) SMT. HASHIBAI HARI PATIL, (therein referred as the LESSEES & hereinafter referred to as the ORIGINAL ALLOTTEES), the

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CIDCO leased a Plot of land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No.122B, Sector-48, admeasuring 500 Sq. Mtrs. at village Dronagiri, Taluka-Uran, Dist. Raigad, (hereinafter referred to as 'THE SAID PLOT'). THE ORIGINAL Allottees paid the Premium in full agreed to be paid to the Corporation.

4. The said Agreement to Lease dated 12th January, 2010 has been Registered at the Office of Sub Registrar Assurances Uran, Vide Receipt No.4796, Document No.70/2010, Dated: 13.01.2010.
5. The Physical possession of the said plot has been handed over to the Original Allottees for Development and Construction thereof the Building for Residential cum Commercial purposes. The corporation granted permission or license to the Original Allottees to enter upon the said Plot of land for the purpose of erecting building/s.
6. By First Tripartite Agreement dated 24th February, 2010 between the CIDCO THE FIRST PART 1) SHRI. HARIBHAU CHANGA PATIL, 2) SHRI. SHANTARAM CHANGA PATIL, 3) SMT. MANJULA HANUMANT PATIL, 4) SHRI. GOSAVI BALYA PATIL, 5) SMT. HASHIBAI HARI PATIL, Original Allottees of the SECOND PART & the 1) REEMA K. HARCHANDANI, 2) MANISH M. GANGAR, 3) ASHOK H. MEWANI, 'the New Licensees' of THE THIRD PART.
7. The said Tripartite Agreement dated 24th February, 2010 has been Registered at the Office of Sub Registrar Assurance Uran, vide Document No.428/2010, Dated. 24.02.2010.
8. The CIDCO has transferred the said Plot in favour of 1) REEMA K. HARCHANDANI, 2) MANISH M. GANGAR, 3) ASHOK H. MEWANI, vide CIDCO Letter No.CIDCO/ VASAHA/12.5%SCHEME/DRONAGIRI/ 1188+127/2010, Dated : 18.03.2010.

IN THE YEAR 2011

9. By Second Tripartite Agreement dated 27th July, 2011 between the CIDCO THE FIRST PART, 1) REEMA K. HARCHANDANI, 2) MANISH M. GANGAR, 3) ASHOK H. MEWANI, the New Licensees of the SECOND PART & the M/S. GALA AND ASSOCIATES, through its Partners, 1) SMT. CHANDA DHIRAJ GALA, 2) SHRI. SACHIN DHIRAJ GALA, 3) SHRI. DHIRAJ LALJI GALA (HUF), 'the Subsequent New Licensees' of THE THIRD PART.
10. The said Tripartite Agreement dated 27th July, 2011 has been Registered at the Office of Sub Registrar Assurance Uran, vide Document No.Uran-1090/2011, Dated. 10.08.2011.

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11. The CIDCO has transferred the said Plot in favour of M/S. GALA AND ASSOCIATES, through its Partners, 1) SMT. CHANDA DHIRAJ GALA, 2) SHRI. SACHIN DHIRAJ GALA, 3) SHRI. DHIRAJ LALJI GALA (HUF), vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI/1188/2011, Dated: 14.11.2011.

IN THE YEAR 2015

12. By Third Tripartite Agreement dated 23rd July 2015 between the CIDCO THE FIRST PART, M/S. GALA AND ASSOCIATES, through its Partners, 1) SMT. CHANDA DHIRAJ GALA, 2) SHRI. SACHIN DHIRAJ GALA, 3) SHRI. DHIRAJ LALJI GALA (HUF), the Subsequent New Licensees of the SECOND PART & the M/S. VILLA CITY BUILDERS LLP, through its Partners 1) MR. PRABHULAL KHETSHI PATEL, 2) MR. LALJI AKHAI BERA 3) MR. KARAN SUDHIR BHATT, 4) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated Partner MR. KETAN VINOD VYAS, BUILDERS OF THE THIRD PART.

13. The said Tripartite Agreement dated 23rd July 2015 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.1592, Document No.Uran-1163-2015, Dated. 03.09.2015.

14. The CIDCO has transferred rights and interests of the said Plot in favour of M/S. VILLA CITY BUILDERS LLP, through its Partners 1) MR. PRABHULAL KHETSHI PATEL, 2) MR. LALJI AKHAI BERA 3) MR. KARAN SUDHIR BHATT, 4) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated Partner MR. KETAN VINOD VYAS, vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI/1188/2015, Dated: 15.09.2015.

IN THE YEAR 2016

15. By Fourth Tripartite Agreement dated 18th February 2016 between the CIDCO THE FIRST PART, M/S. VILLA CITY BUILDERS LLP, through its Partners 1) MR. PRABHULAL KHETSHI PATEL, 2) MR. LALJI AKHAI BERA 3) MR. KARAN SUDHIR BHATT, 4) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated Partner MR. KETAN VINOD VYAS, BUILDERS OF THE SECOND PART & the M/S. SHREE KHODIYAR DEVELOPERS, through its Partners 1) MR. MUKESH VELJIBHAI BHUVA, 2) MR. ARVIND BATUKBHAI MENDAPARA, 3) MR. CHIRAG K. PARVADIA, 4) MR. ALPESH K. KOTADIYA, 'JOINT BUILDERS PARTY OF THIRD PART. The said M/S. VILLA CITY BUILDERS LLP have assigned their undivided 50% share in and upon the said Plot to the Party of the THIRD PART on the terms and conditions more particularly set out in the said Agreement to Lease and this Tripartite Agreement.

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16. The said Tripartite Agreement dated 18th February 2016 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.468, Document No.Uran-279-2016, Dated. 23.02.2016.
17. The CIDCO has transferred undivided 50% share of the said Plot in favour of M/S. SHREE KHODIYAR DEVELOPERS, through its Partners 1) MR. MUKESH VELJIBHAI BHUVA, 2) MR. ARVIND BATUKBHAI MENDAPARA, 3) MR. CHIRAG K. PARVADIA, 4) MR. ALPESH K. KOTADIYA, vide CIDCO Letter No.CIDCO/VASAHAT/12.5% SCHEM / DRONAGIRI/ 1188/2016/6422, Dated: 02.03.2016.
18. M/S. VILLA CITY BUILDERS LLP transfer only undivided 50% share of Plot No.122B, Sector No.48, total admeasuring area is 500 Sq.Mtrs. area. In this Area only 250 sq.mtrs. area will be transfer to M/S. SHREE KHODIYAR DEVELOPERS and 250 sq.mtrs. area will be belong to M/S. VILLA CITY BUILDERS LLP.
19. The Builders have entrusted the architect works to "INSPIRE" (hereinafter called "The Said Architect") to develop, design and lay down specifications for construction of the building on the said plot.
20. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-Cum-Commencement Certificate under Reference No.CIDCO/BP-15224/TPO(NM&K)/ 2016/0791, Dated:29.07.2016, granted its permission to develop the said plot and to construct a building for residential cum commercial proposes on the said plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building.
21. The Building being constructed on the said Plot shall be known as "LEAF VILLA".
22. I have made the oral enquiries from the Builders regarding the loan and if any case is pending in the court of law then the Builders replied in negative.

SCHEDULE

All that piece or parcel of land known as Plot No.122B, Sector-48, in Village Dronagiri, Navi Mumbai, of 12.5% (Erstwhile Gaothan Expansion Scheme) containing measurement 500 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

On or towards the North By : Plot No.126
On or towards the South By : Prop.11.00 mtrs. wide Road
On or towards the East By : Plot No.122C
On or towards the West By : Plot No.122A

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I am, thereof, of the opinion that the title of the said plot of land being Plot No.122B, Under Gaothan Expansion Scheme, Sector-48 Dronagiri, Navi Mumbai, Tal.Uran, Dist.Raigad, admeasuring 500 Sq. Mtrs., which stands in the name of 1) M/S. VILLA CITY BUILDERS LLP, through its Partners a) MR. PRABHULAL KHETSHI PATEL, b) MR. LALJI AKHAI BERA c) MR. KARAN SUDHIR BHATT, d) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated Partner MR. KETAN VINOD VYAS, 2) M/S. SHREE KHODIYAR DEVELOPERS, through its partners a) MR. MUKESH VELJIBHAI BHUVA, b) MR. ARVIND BATUKBHAI MENDAPARA, c) MR. CHIRAG K. PARVADIA, d) MR. ALPESH K. KOTADIYA, is clear and marketable and is free from all encumbrances subject to the terms and conditions of the said Agreement to Lease dated and also Tripartite Agreement.

[Handwritten Signature]
(R. R. JINDAL)
Advocate & Notary
(JINDAL AND JINDAL LAW FIRM)

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