



HIMANSHU BHEDA  
AND ASSOCIATES  
ADVOCATES, HIGH COURT, MUMBAI

According to the above Schedules, the entries found by the Search Clerk are as follows:

Village	Dronagiri
Sub Registrar Office	Uran
Nature of Deed	Agreement to Lease
Survey Sub Division And House No.	Land bearing Plot No. 01, Sector No. 54, admeasuring about 1499.99 square meters, Village – Dronagiri, Navi Mumbai, Taluka Uran, District Raigad.
Area	admeasuring about 1499.99 square meters
Name of the Executing Party	CIDCO Ltd.
Name of the Claiming Party	1) Smt. Chandrabai Vitthal Thakur, 2) Shri. Kashinath Vitthal Thakur, 3) Shri. Laxuman @ Laxman Vitthal Thakur, 4) Shri. Sadanand Vitthal Thakur, 5) Smt. Ladkubai Dharmraj Gharat, 6) Smt. Jyotsna Harishchandra Gharat and 7) Smt. Gangabai Ashok Gharat.
Date of Execution	14-03-2008
Date of Registration	17-03-2008
Serial no./ Volume and page	630 / 2008
Value	37700/-
Market Value	0/-
Stamp Duty	380/-
Registration fees	580/-

Village	Dronagiri
Sub Registrar Office	Uran
Nature of Deed	Tripartite Agreement
Survey Sub Division And House No.	Land bearing Plot No. 01, Sector No. 54, admeasuring about 1499.99 square meters, Village – Dronagiri, Navi Mumbai, Taluka Uran, District Raigad.



HIMANSHU BHEDA  
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Area	admeasuring about 1499.99 square meters
Name of the Executing Party	CIDCO Ltd. and 1) Smt. Chandrabai Vitthal Thakur, 2) Shri. Kashinath Vitthal Thakur, 3) Shri. Laxuman @ Laxman Vitthal Thakur, 4) Shri. Sadanand Vitthal Thakur, 5) Smt. Ladhkubai Dharmraj Gharat, 6) Smt. Jyotsna Harishchandra Gharat and 7) Smt. Gangabai Ashok Gharat.
Name of the Claiming Party	M/S. KRISHNA DEVELOPERS, a Proprietary Firm, through its Proprietor Mr. Sunil R. Israni
Date of Execution	31-03-2008
Date of Registration	31-03-2008
Serial no./ Volume and page	841 / 2008
Value	37700/-
Market Value	10150000/-
Stamp Duty	101500/-
Registration fees	30000/-

Village	Dronagiri
Sub Registrar Office	Uran
Nature of Deed	Tripartite Agreement
Survey Sub Division And House No.	Land bearing Plot No. 01, Sector No. 54, admeasuring about 1499.99 square meters, Village – Dronagiri, Navi Mumbai, Taluka Uran, District Raigad.
Area	admeasuring about 1499.99 square meters
Name of the Executing Party	CIDCO Ltd. and M/S. KRISHNA DEVELOPERS, a Proprietary Firm, through its Proprietor Mr. Sunil R. Israni
Name of the Claiming Party	M/S. AKSHAR OM CONSTRUCTION
Date of Execution	30-03-2016



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**REPORT ON TITLE  
TO WHOMSOEVER IT MAY CONCERN**

**Sub:** - Report on Title in respect of Plot No. 1, Sector- 54, in Village/ Site Dronagiri of 12.5% (Erstwhile Goathan Expansion Scheme) Scheme, containing by measurement 1449.99 Square meters or thereabouts.

THIS IS TO CERTIFY that we have perused the documents of **M/S. AKSHAR OM CONSTRUCTION**, a Partnership Firm, having its registered Office at – 225, Big Splash, Sector 17, Plot No. 78 & 79, Vashi, Navi Mumbai, in respect of Plot No. 1, Sector - 54, in Village / Site Dronagiri of 12.5% (Erstwhile Goathan Expansion Scheme) Scheme, containing by measurement 1449.99 Square meters or thereabouts (hereinafter referred to as the said Plot).

We have inspected the photocopies of the following documents:-

1. Agreement to Lease dated 14<sup>th</sup> March, 2008.
2. Tripartite Agreement dated 31<sup>st</sup> March, 2008.
3. CIDCO's Transfer Order dated 04<sup>th</sup> April, 2008.
4. Tripartite Agreement dated 30<sup>th</sup> March, 2016.
5. CIDCO's Transfer Order dated 11-04-2016.
6. Search Report dated 10<sup>th</sup> July, 2017.

The manner in which **M/S. AKSHAR OM CONSTRUCTION**, have acquired Leasehold Title in respect of the said plot is narrated as under:-

1. The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956 (hereinafter referred to as "The Corporation/CIDCO Ltd."), having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966, hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.



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2. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.
3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 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 Government under the said Act.
4. By an Agreement to Lease dated 14<sup>th</sup> March, 2008 executed between CIDCO Ltd. and 1) Smt. Chandrabai Vitthal Thakur, 2) Shri. Kashinath Vitthal Thakur, 3) Shri. Laxuman @ Laxman Vitthal Thakur, 4) Shri. Sadanand Vitthal Thakur, 5) Smt. Ladhkubai Dhamraj Gharat, 6) Smt. Jyotsna Harishchandra Gharat and 7) Smt. Gangabai Ashok Gharat, all adults, Indian Inhabitants, having their common address at Dhutum, Post Jasai, Taluka Uran, District Raigad (hereinafter collectively referred to as the said Original Licensees), the CIDCO Ltd. has granted the said Original Licensees, license to enter upon all that pieces and parcel of land known as Plot No. 1, Sector – 54 in Village/ Site Dronagiri of 12.5% (Erstwhile Goathan Expansion Scheme) Scheme. for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease and upon covenants mentioned therein for a period of 60 years with a right to develop the same as permissible under General Development Control Regulations for New Bombay, 1975. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial no. URAN - 630 - 2008 dated 17-03-2008.
5. Thereafter, by virtue of Tripartite Agreement dated 31<sup>st</sup> March, 2008 executed between CIDCO Ltd., the said Original Licensees and one M/S. KRISHNA DEVELOPERS, a Proprietary Firm, through its Proprietor Mr. Sunil R. Israni, having its office at Office No. 2, Maruti Mount View, Plot No. 24, Sector 8B, C.B.D., Belapur, Navi Mumbai (hereinafter referred to as the said New Licensees), the CIDCO Ltd. agreed to accept and substitute the said M/S. KRISHNA DEVELOPERS as the New Licensees in respect of Plot No. 1, Sector – 54 in Village/ Site Dronagiri of 12.5% (Erstwhile Goathan Expansion Scheme) Scheme, containing by measurement 1449.99 Square meters or thereabouts (hereinafter referred to as the said plot) and which is more particularly described in the Schedule hereunder written upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial no. 841 / 2008 dated 31-03-2008.



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6. The CIDCO Ltd., vide its letter dated 04<sup>th</sup> April, 2008, bearing reference no. CIDCO/VASAHAT/NA/SATYO/DRONAGIRI/181/2008, has substituted the said M/S. KRISHNA DEVELOPERS as the New Licensees instead and in place of the said Original Licensees and at the request of the said Original Licensees, the CIDCO Ltd. has transferred the said plot in favour of the said New Licensees upon such terms & conditions as mentioned therein.

7. Thereafter, by virtue of another Tripartite Agreement dated 30<sup>th</sup> March, 2016, executed between CIDCO Ltd., the said New Licensees and M/s. Akshar Om Construction, the CIDCO Ltd. agreed to accept and substitute the said M/s. Akshar Om Construction as the Subsequent New Licensees for the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. URN - 528 - 2016 dated 30-03-2016.

8. The CIDCO Ltd., vide its letter bearing reference no. CIDCO / VASAHAT / SATYO / DRONAGIRI / 181 / 288 / 2016 / 7345 dated 11-04-2016, has substituted the said M/s. Akshar Om Construction as the Subsequent New Licensees instead and in place of the said New Licensees and at the request of the said New Licensees, the CIDCO Ltd. has transferred the said plot in favour of the said M/s. Akshar Om Construction upon such terms & conditions as mentioned therein.

9. In the above circumstances, M/s. Akshar Om Construction is well and sufficiently entitled to the said plot.

10. At the request of M/s. Akshar Om Construction, we have taken diverse search in the Sub Registrar Offices, through the Search Clerk Mr. Vinay Mankame, in respect of the said plot. The Search Clerk has submitted his Report dated 10-07-2017, wherein he has stated as under:

<b>TRANSACTION</b> <b>(Sub-Registrar, Uran)</b>
1) In Sub Registrar Uran from 2008 to 2017 in last i.e. 10 years as according to available records all records had been checked. Upon search of Index II, Search Clerk have found below mentioned transaction.
2) Current year 2017 index is not ready.

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Date of Registration	30-03-2016
Serial no./ Volume and page	528 / 2016
Value	37700/-
Market Value	28493000/-
Stamp Duty	1139800/-
Registration fees	30000/-

11. In the circumstances, subject to the compliance of the terms & conditions of the said Agreement to Lease dated 14<sup>th</sup> March, 2008, Tripartite Agreement dated 31<sup>st</sup> March, 2008, CIDCO's Transfer Order dated 04<sup>th</sup> April, 2008, Tripartite Agreement dated 30<sup>th</sup> March, 2016, CIDCO's Transfer Order dated 11-04-2016 and Search Report dated 10<sup>th</sup> July, 2017, the title of **M/S. AKSHAR OM CONSTRUCTION** to the said plot is clear & marketable & free from all registered encumbrances.

**THE SCHEDULE ABOVE REFERRED TO:**

All that piece or parcel of land known as Plot No. 1, Sector- 54, in Village / Site Dronagiri of 12.5% (Erstwhile Goathan Expansion Scheme) Scheme, containing by measurement 1449.99 Square meters or thereabouts and is bounded as follows, that is to say:

Towards the North by : Plot no. 2  
Towards the South by : 20 Meters Wide Channel  
Towards the East by : Plot Nos. 15A, 15, 14A  
Towards the West by : 22 Meters Wide Road

DATED THIS 18<sup>TH</sup> DAY OF JULY, 2017.

**FOR HIMANSHU BHEDA & ASSOCIATES**

Proprietor