

DT. 25.05.2018

SEARCH REPORT CUM
TITLE CLEARANCE CERTIFICATE
OF PLOT NO. 3 & 4, SECTOR-18,
TALOJA, NAVI MUMBAI,
TALUKA-PANVEL, DIST. RAIGAD.

I have caused the search through search clerk Mr. Hemendra Mestry, in the Sub-Registrar office at Panvel, for the 13 years, from 2006 to 2018, vide its GRN No.MH001886162201819E, Receipt No.1111356435, Dated 24.05.2018, in respect of the Plot No.3 & 4, Under Gaothan Expansion Scheme, Sector-18, Taloja, Navi Mumbai, Tal. Panvel, Dist. Raigad, admeasuring 1699.67 & 1899.99 Sq. Mtrs. respectively (search Report is enclosed)

In the year 2006 to 2014 no adverse entry found

1. The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (I of 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. 1 and 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 113A 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 2015

BRIEF DETAILS OF PLOT NO.03

3. By an Agreement to Lease dated : 31st July, 2015 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. RAMCHANDRA BAPUJIRAO KADAM, 2) SHRI. MARUTI BAPUJIRAO KADAM, 3) SHRI. DATTATREY BAPUJIRAO KADAM, 4) SHRI. DINKAR BAPUJIRAO KADAM, 5) SAU. NIRMALA RAMESH SURVE, 6) SAU. SULABHA PANDURANG SHINDE, 7) SAU. SARITA PRABHAKAR MORE, 8) SAU. PORNIMA CHANDRAKANT CHAVHAN, 9) SAU. ANITA ANIL MORE, 10) SMT. SUMITRA TANAJI KADAM, 11) SHRI. SANTOSH TANAJI KADAM, 12) SHRI. PRAKASH TANAJI KADAM, 13) KUMARI SULABHA TANAJI KADAM @ SAU. KAVITA KASHINATH BHOSLE, 14)

JINDAL & JINDAL
LAW FIRM

B-376/01-02, Sector-2,

Vashi, Navi Mumbai

Opp. Abhudaya Bank, Sector 2, Vashi, Navi Mumbai - 400705.

Tel.: 022 2782 5356 / 59 / Mob. 9987058727

• Email: jindaloffice@gmail.com • Website: www.rrjindal.com

KUMARI MANDA TANAJI KADAM @ SAU. MINAKSHI MANOJ GUJAR, 15) SMT. DHANASHRI SURENDRA KADAM, (therein referred as the LESSEES & hereinafter referred to as the ORIGINAL ALLOTTEES), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No.03, Sector-18, admeasuring 1699.67 Sq. Mtrs. at Taloja Navi Mumbai, Taluka-Panvel, 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 31st July, 2015 has been Registered at the Office of Sub Registrar Assurance Panvel-5, Vide Receipt No.5303, Document No.PVL5-5230-2015, Dated: 21.08.2015.
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. The said Original Allottees have sold and assigned all their rights, interest in and upon the said plot in favour of M/S. JAY KULSWAMINI CONSTRUCTION, through its Proprietor MR. SHARAD VASANT SAWANT for proper consideration.
7. By Tripartite Agreement dated: 08th October 2015, between the CIDCO THE FIRST PART, 1) SHRI. RAMCHANDRA BAPUJIRAO KADAM, 2) SHRI. MARUTI BAPUJIRAO KADAM, 3) SHRI. DATTATREY BAPUJIRAO KADAM, 4) SHRI. DINKAR BAPUJIRAO KADAM, 5) SAU. NIRMALA RAMESH SURVE, 6) SAU. SULABHA PANDURANG SHINDE, 7) SAU. SARITA PRABHAKAR MORE, 8) SAU. PORNIMA CHANDRAKANT CHAVHAN, 9) SAU. ANITA ANIL MORE, 10) SMT. SUMITRA TANAJI KADAM, 11) SHRI. SANTOSH TANAJI KADAM, 12) SHRI. PRAKASH TANAJI KADAM, 13) KUMARI SULABHA TANAJI KADAM @ SAU. KAVITA KASHINATH BHOSLE, 14) KUMARI MANDA TANAJI KADAM @ SAU. MINAKSHI MANOJ GUJAR, 15) SMT. DHANASHRI SURENDRA KADAM, the Original Allottees of the SECOND PART & the M/S. JAY KULSWAMINI CONSTRUCTION, through its Proprietor MR. SHARAD VASANT SAWANT, "The New Licensee" of THE THIRD PART. The said original Allottees have assigned all their rights and interests 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.

PARTNER
JINDAL & JINDAL
LAW FIRM

B-3/6/01-02, Sector-2,
Vashi, Navi Mumbai

Opp. Abhodaya Bank, Sector 2, Vashi, Navi Mumbai - 400705.

Tel.: 022 2782 5356 / 59 / Mob. 9987058727

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8. The said Tripartite Agreement dated 08th October 2015 has been registered at the Office of Sub Registrar Assurance, Panvel-4, vide Receipt No. 14110, Document No. PVL4-12676-2015, Dated. 08.10.2015.
9. The CIDCO has transferred the said Plot in favour M/S. JAY KULSWAMINI CONSTRUCTION, through its Proprietor MR. SHARAD VASANT SAWANT, vide CIDCO Letter No. CIDCO/VASAHAT/ 12.5%SCHEME /TALOJA-201/2015/2020, Dt. 15.10.2015.
10. By another Tripartite Agreement dated 26th November 2015 between the CIDCO THE FIRST PART, M/S. JAY KULSWAMINI CONSTRUCTION, through its Proprietor MR. SHARAD VASANT SAWANT, the New Licensee of the SECOND PART & M/S. AASTHA BUILDCON, through its Partners 1) SHRI. BHAVESH HEMCHAND SHAH, 2) SHRI. KANTILAL HANSRAJ BHANUSHALI, 3) SHRI. BHUPAT KESHAVJI CHHEDA, 4) SHRI. DEEPAK KESHAVJI CHHEDA, 5) SHRI. DHARMESH DEEPAK CHHEDA, (therein referred to as Subsequent New Licensee and hereinafter referred to as the 'Promoters) of the THIRD PART. The said New Licensee has sold and assigned all his rights and interests in and upon the said Plot to the THIRD PART herein and also Tripartite Agreement on the terms and conditions more particularly set out in the said Agreement.
11. The said Tripartite Agreement dated 26th November 2015, has been Registered at the Office of Sub Registrar of Assurance Panvel-5, vide Receipt No.7179, Document No.PVL5-7078-2015, Dt. 27.11.2015.
12. The CIDCO has transferred the said Plot in favour of M/S. AASTHA BUILDCON, through its Partners 1) SHRI. BHAVESH HEMCHAND SHAH, 2) SHRI. KANTILAL HANSRAJ BHANUSHALI, 3) SHRI. BHUPAT KESHAVJI CHHEDA, 4) SHRI. DEEPAK KESHAVJI CHHEDA, 5) SHRI. DHARMESH DEEPAK CHHEDA, vide its CIDCO Letter No. CIDCO/VASAHAT/ 12.5%SCHEME/ TALOJA-201/2015/3139, Dt. 01.12.2015.

IN THE YEAR 2016

No Entry Found

IN THE YEAR 2017

BRIEF DETAILS OF PLOT NO.04

13. By an Agreement to Lease dated: 28th April, 2017 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 'LESSOR' and 1) MR. SUKIR BALARAM MHATRE. 2) MR.

JINDAL & JINDAL
LAW FIRM

B-3/6/01-02, Sector-2, Vashi, Navi Mumbai - 400705.
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DHARMA BALARAM MHATRE, 3) SMT. SITABAI SITARAM GONDHALI, 4) SMT. VITHABAI SADASHIV PATIL, 5) SMT. YAMUNABAI LAHU MHATRE, 6) MR. NAMDEV LAHU MHATRE, 7) MR. BALKRISHNA LAHU MHATRE, 8) MR. NAGESH LAHU MHATRE, 9) MR. NATHA LAHU MHATRE, (therein referred as the LESSEES & hereinafter referred to as the ORIGINAL ALLOTTEES), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No.04, Sector-18, admeasuring 1899.99 Sq. Mtrs. at Taloja, Navi Mumbai, Taluka-Panvel, Dist. Raigad, (hereinafter referred to as 'THE SAID PLOT'). THE ORIGINAL Allottees paid the Premium in full agreed to be paid to the Corporation.

14. The said Agreement to Lease dated 28th April, 2017 has been Registered at the Office of Sub Registrar Assurance Panvel-1, Vide Receipt No.4091, Document No.PVL1-3172-2017, Dated: 03.05.2017.
15. 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.
16. The said Original Allottees have sold and assigned all their rights, interest in and upon the said plot in favour of M/S. AASTHA BUILDCON, through its Partners 1) SHRI. BHAVESH HEMCHAND SHAH, 2) SHRI. KANTILAL HANSRAJ BHANUSHALI, 3) SHRI. BHUPAT KESHAVJI CHHEDA, 4) SHRI. DEEPAK KESHAVJI CHHEDA, 5) SHRI. DHARMESH DEEPAK CHHEDA for proper consideration.
17. By Tripartite Agreement dated: 16th June 2017, between the CIDCO THE FIRST PART, 1) MR. SUKIR BALARAM MHATRE, 2) MR. DHARMA BALARAM MHATRE, 3) SMT. SITABAI SITARAM GONDHALI, 4) SMT. VITHABAI SADASHIV PATIL, 5) SMT. YAMUNABAI LAHU MHATRE, 6) MR. NAMDEV LAHU MHATRE, 7) MR. BALKRISHNA LAHU MHATRE, 8) MR. NAGESH LAHU MHATRE, 9) MR. NATHA LAHU MHATRE, the Original Allottees of the SECOND PART & the M/S. AASTHA BUILDCON, through its Partners 1) SHRI. BHAVESH HEMCHAND SHAH, 2) SHRI. KANTILAL HANSRAJ BHANUSHALI, 3) SHRI. BHUPAT KESHAVJI CHHEDA, 4) SHRI. DEEPAK KESHAVJI CHHEDA, 5) SHRI. DHARMESH DEEPAK CHHEDA, "The New Licensees" of THE THIRD PART. The said original Allottees have assigned all their rights and interests 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.


JINDAL & JINDAL
LAW FIRM
B-3/6/01-02, Sector-2
Vashi, Navi Mumbai.

B-3/6/01-02, Opp. Abhudaya Bank, Sector 2, Vashi, Navi Mumbai - 400705.

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18. The said Tripartite Agreement dated 16th June 2017 has been registered at the Office of Sub Registrar Assurance, Panvel-4, vide Receipt No.8592, Document No.PVL4-6252-2017, Dated.16.06.2017.
19. The CIDCO has transferred the said Plot in favour M/S. AASTHA BUILDCON, through its Partners 1) SHRI. BHAVESH HEMCHAND SHAH, 2) SHRI KANTILAL HANSRAJ BHANUSHALI, 3) SHRI BHUPAT KESHAVJI CHHEDA, 4) SHRI. DEEPAK KESHAVJI CHHEDA, 5) SHRI. DHARMESH DEEPAK CHHEDA vide CIDCO Letter No. CIDCO/VASAHAT/12.5%SCHEME/TALOJE/36/2017/20368, Dt.21.06.2017.
20. The said M/S. AASTHA BUILDCON, through its Partners 1) SHRI. BHAVESH HEMCHAND SHAH, 2) SHRI. KANTILAL HANSRAJ BHANUSHALI, 3) SHRI. BHUPAT KESHAVJI CHHEDA, 4) SHRI. DEEPAK KESHAVJI CHHEDA, 5) SHRI. DHARMESH DEEPAK CHHEDA applied to CIDCO for amalgamation of the two Plots and on payment of the required premium CIDCO vide its letter No.CIDCO/VASHAT/12.5% SCHEME/TALOJE/201+36/2017/ 22273, Dated 07.09.2017 granted permission to amalgamate the said Plots.

IN THE YEAR 2018

21. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-cum-Commencement Certificate under Reference No.CIDCO/ BP-15583/TPO(NM&K)/2017/2166, Dt.09.05.2018 granted its permission to develop the said plot and to construct a building for the Residential cum Commercial purposes 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.
22. The Builders have entrusted the architect works to "ATUL PATEL ARCHITECTS" (hereinafter called "The Said Architect") & RCC works to S. R. CONSULTANT", (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said plot.
23. The said Plot is earmarked for the purpose of building a residential cum commercial project consisting Ground + 17 Floors and the said project shall be known as "AASTHA RIVER VIEW" (hereinafter referred to as the said Building).
24. I have made the oral enquiries from the Promoters regarding the loan and if any case is pending in the court of law then the Promoters replied in negative.

JINDAL & JINDAL
LAW FIRM
B-3/6/01-02, Sector-2,
Vashi, Navi Mumbai

Opp. Abhufaya Bank, Sector 2, Vashi, Navi Mumbai - 400705.

Tel.: 022 2782 5356 / 59 / Mob. 9987058727

• Email: jindaloffice@gmail.com • Website: www.rjindal.com

SCHEDULE OF PLOT NO.03

All that piece or parcel of land known as Plot No.03, Sector-18, in Village/Site Taloja of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Tal. Panvel, District: Raigad, containing measurement 1699.67 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

On or towards the North By : 15.00 meter wide Road

On or towards the South By : Plot No.8

On or towards the East By : Plot No.2

On or towards the West By : Plot No.4

SCHEDULE OF PLOT NO.04

All that piece or parcel of land known as Plot No.04, Sector-18, in Village/Site Taloja of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, Tal. Panvel, District: Raigad, containing measurement 1899.99 Sq.Mtrs. or thereabouts and bounded as follows that is to say:


On or towards the North By : Plot No.3

On or towards the South By : Plot No.5 & 5A

On or towards the East By : 15.00 mtrs, wide Road

On or towards the West By : Plot No.6, 7 & 8

I am, thereof, of the opinion that the title of the said Plot No.3 & 4, Under Gaothan Expansion Scheme, Sector-18, Taloja, Navi Mumbai, Tal. Panvel, Dist. Raigad, admeasuring 1699.67 & 1899.99 Sq. Mtrs. respectively, now stands in the name of M/S. AASTHA BUILDCON, through its Partners 1) SHRI. BHAVESH HEMCHAND SHAH, 2) SHRI. KANTILAL HANSRAJ BHANUSHALI, 3) SHRI. BHUPAT KESHAVJI CHHEDA, 4) SHRI. DEEPAK KESHAVJI CHHEDA, 5) SHRI. DHARMESH DEEPAK CHHEDA, is clear and marketable and free from all encumbrances, subject to the terms and conditions of the said Agreements to Lease as well as the Tripartite Agreements.


(R. R. JINDAL)
Advocate
(JINDAL AND JINDAL LAW FIRM)

PARTNER
JINDAL & JINDAL
LAW FIRM
B-3/6/01-02, Sector-2,
Vashi, Navi Mumbai.

RD/BJR.1148/SEARCH

B-3/6/01-02, Opp. Abhudaya Bank, Sector 2, Vashi, Navi Mumbai - 400705.

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