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## Report of Findings

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**Lex firmus**

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Re: All that piece and parcel of land bearing plot No. A-10, sector No. 39-A admeasuring about 9300 square meter, situated at Village – Taloja Panchnand, Navi Mumbai, Tal – Panvel, Dist - Raigad ('said Property')

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Under the instructions of M/s. Juhi Infrabuild LLP, I have perused the deeds and documents, which were handed over to me by the representative of in and around February 2019, for my perusal. On going through the said documents, I have to observe as follows:

- 1.1 It appears that the City and Industrial Development Corporation of Maharashtra Ltd., ('CIDCO') the planning authority vide an Agreement to Lease dated 18<sup>th</sup> February 2016 granted to one Mr. Abu Bakar Ali Kazi and Abdul Qader Ali Kazi, ('Licensees'), a license in respect of the said Property on the terms and conditions mentioned therein for a period of 4 years from the date of the Agreement to lease. The said license was granted for construction of building/s for residential use. However commercial use upto 15 % of permissible FSI was allowed. As per the said Agreement of lease, execution of a separate lease deed was contemplated, whereby CIDCO shall demise the said Property to the Licensees.
- 1.2 As per clause 3 d of the said Agreement, the commencement of the construction of the building/s within 12 months from the date of the said Agreement and complete the construction within four years.
- 1.3 As per clause 7 of the said Agreement, on the Town Planning Officer certifying the building and works to be in accordance with the terms of the said Agreement, CIDCO shall grant the Licensees, a lease of land for the term of 60 years.

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- 1.4 It thereafter appears that a tripartite Agreement dated 12<sup>th</sup> April 2016 came to be entered into between CIDCO, the Licensees and one Juhi Infrabuild LLP, whereby on the request of the Licenses, the license in respect of the said Property was transferred to Juhi Infrabuild LLP.
- 1.5 It appears that CIDCO has vide letter bearing No. CIDCO/BP-15232/TPO (NM) 2018/775 dated 18/09/18 issued a letter of intent to M/s. Juhi Infrabuild LLP for the purposes of seeking environmental clearance wherein the total construction area has been mentioned as 39291.130 square meters consisting of 1 building with 5 wings (A,B,C,D and E) having 14 floors.
- 1.6 It thereafter appears that vide Commencement Certificate dated 23/01/2019, CIDCO has granted M/s. Juhi Infrabuild LLP, allowed the construction of development work for 182 residential units on the said Property in 12.5 % scheme plot having 1 ground and 8 floor net built up area of 7456.6 square meters. The said certificate is valid for a period of 1 year from the date of issuance. We have also seen the approved plans dated 23/01/2019 and the same appear to be in order.
- 1.7 Search at the office of Sub Registrar of Assurances

I have relied upon the search report dated 19/01/2019 of Vinay Mankame for the period of 30 years from 1990 to 2019 conducted at Sub Registrar, Panvel I, Panvel 2, Panvel 3, Panvel 4 and Panvel 5

On obtaining and perusing the said search report it was observed that other than the Agreement to lease dated 15/03/2016 no other relevant entry was found with respect to the said Property.

## 2) Limitations

2.1 Public Notice

I have not been instructed to issue a public notice with respect to the Property and hence any third party claims that might be existing with respect to the Property have not been dealt with in this Preliminary Report of Findings.

2.2 Original Documents

I have not been provided with the original or photocopies of the title deeds/ documents for perusal and therefore this report is subject to the same.

2.3 It appears that there are three suits pending before the district court in Panvel in respect of the said Property one being SCC suit No. 71/2016 one being RCC suit No. 166/2010 and the third being SC Suit No. 169/2010. It appears that the RCC Suit No. 166/2010, has been dismissed by an order dated 10<sup>th</sup> August 2018 and the said suit No. SCC Suit No. 71/2016 and SC Suit No. 169/2010 has been withdrawn by the Plaintiff and the same has been recorded vide orders both dated 08/04/2017. I have been informed by the representative of M/s. Juhi Infrabuild LLP that no appeal has been filed against the order dated 10<sup>th</sup> August 2018 in RCC Suit No. 166/2010.

2.4 This report of findings does not include searches in any Court with respect to any suits, claims or any other proceedings that may be pending adjudication in any Court of law or before any other judicial or quassi-judicial or revenue Authority with respect to the Property and in the absence of the same, I am unable to comment on this aspect of the title.

2.5 Property Card

I have not seen copies of the 7/12 extract / Property Register Card in respect of the said Property.

3. In view of what is stated above and subject to paragraph 2 above, it appears that M/s. Juhi Infrabuild LLP is entitled to develop the said Property in accordance with the commencement certificate and the approved plans mentioned above.

Dated this 27<sup>th</sup> day of February, 2019

**For Lex firmus,**



**Durgaprasad Sabnis**  
**(Proprietor)**