

DATE: 19.05.2018.

**SEARCH REPORT CUM**  
**TITLE CLEARANCE CERTIFICATE**

OF PLOT NO.84A, UNDER GAOTHAN EXPANSION SCHEME,  
SECTOR-52, DRONAGIRI, NAVI MUMBAI,  
TALUKA-URAN, DIST. RAIGAD.

I have caused the search through search clerk MR. HEMENDRA MESTRY in the Sub-Registrar office at Panvel on 10.05.2018 for the 13 years, from 2006 to 2018, vide receipt No.1111350120, dt.10.05.2018 in respect of the GES Plot No.84A, Sector-52, Dronagiri, Navi Mumbai, Tal.Uran, Dist.Raigad, admeasuring 549.34 Sq. Mtrs which now stands in the name of 1) M/S. VILLA CITY BUILDERS LLP registered pursuant to Section 58(1) of the Limited Liability Partnership Act 2008 through its Partners i) MR. PRABHULAL KHETSHI PATEL ii) MR. LALJI AKHAI BERA, iii) MR. KARAN SUDHIR BHATT, iv) 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-11, CBD, Belapur, Navi Mumbai, 2) M/S. OMCON a Proprietary firm, through its Proprietor MR. ASHWIN B. PRAJAPATI, having address at Shop No.5, Om Lona, Plot No.26, Sector No.3, Karanjade, Navi Mumbai – 410 206.

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, 2<sup>nd</sup> 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: 11<sup>th</sup> March, 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. SHRIRAM MAHADEO GHARAT, 2) SHRI. VISHNU MAHADEO GHARAT, 3) SMT. HIRABAI MAHADEO GHARAT, (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.84A, Sector-52,

*12/5/18*  
**JINDAL & JINDAL**  
LAW FIRM  
B-3/6/01-02, Sector-2,  
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admeasuring 549.34<sup>L Sq. Mtrs.</sup> Mat 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 11<sup>th</sup> March, 2010 has been Registered at the Office of Sub Registrar Assurances Uran, Vide Receipt No.5370, Document No.524/2010, Dated: 15.03.2010.
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 3<sup>rd</sup> May, 2010 between the CIDCO THE FIRST PART 1) SHRI. SHRIRAM MAHADEO GHARAT, 2) SHRI. VISHNU MAHADEO GHARAT, 3) SMT. HIRABAI MAHADEO GHARAT, the Original Allottees of the SECOND PART & the 1) M/S. MARS CREATORS & REALTORS PVT. LTD., through its Director a) MR. SANJAY ROSHAN SHARMA, b) MR. ASHOK MEWANI, 2) MR. MANISH M. GANGAR 'the New Licensees' of THE THIRD PART.
7. The said Tripartite Agreement dated 3<sup>rd</sup> May, 2010 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.5736, Document No.Uran-788-2010, Dated. 03.05.2010.
8. The CIDCO has transferred the said Plot in favour of 1) M/S. MARS CREATORS & REALTORS PVT. LTD., through its Director a) MR. SANJAY ROSHAN SHARMA, b) MR. ASHOK MEWANI, 2) MR. MANISH M. GANGAR, vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI /1823/2010, Dated: 06.05.2010.

#### IN THE YEAR 2011

9. By Second Tripartite Agreement dated 14<sup>th</sup> July, 2011 between the CIDCO THE FIRST PART 1) M/S. MARS CREATORS & REALTORS PVT. LTD., through its Director a) MR. SANJAY ROSHAN SHARMA, b) MR. ASHOK MEWANI, 2) MR. MANISH M. GANGAR, the New Licensees of the SECOND PART & the MR. YOGESH DURGARAM CHOUDHARY 'the Subsequent New Licensee' of THE THIRD PART.
10. The said Tripartite Agreement dated 14<sup>th</sup> July, 2011 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.28902, Document No.Uran-970/2011, Dated. 15.07.2011.

  
**PARTNER**  
**JINDAL & JINDAL**  
**LAW FIRM**

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11. The CIDCO has transferred the said Plot in favour of MR. YOGESH DURGARAM CHOUDHARY, vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI/1823/ Dated: 25.08.2011.

**IN THE YEAR 2015**

12. By Third Tripartite Agreement dated 24<sup>th</sup> April, 2015 between the CIDCO THE FIRST PART MR.YOGESH DURGARAM CHOUDHARY, the Subsequent New Licensee of the SECOND PART & the M/S. VARDHAMAN ENTERPRISES, through its Proprietor SHRI. JIGNESH HASMUKH CHHEDA 'the New Subsequent New Licensees' of THE THIRD PART.
13. The said Tripartite Agreement dated 24<sup>th</sup> April, 2015 has been Registered at the Office of Sub Registrar Assurance Uran, vide Document No.Uran-535/2015, Dated. 27.04.2015.
14. The CIDCO has transferred the said Plot in favour of M/S. VARDHAMAN ENTERPRISES, through its Proprietor SHRI. JIGNESH HASMUKH CHHEDA, vide CIDCO Letter No.CIDCO/ VASAHAT/12.5%SCHEME/ DRONAGIRI-1823/2015/2550, Dated: 07.05.2015

**IN THE YEAR 2016**

15. By Fourth Tripartite Agreement dated 21<sup>st</sup> July, 2016 between the CIDCO THE FIRST PART M/S. VARDHAMAN ENTERPRISES, through its Proprietor SHRI. JIGNESH HASMUKH CHHEDA, the New Subsequent New Licensee of the SECOND PART & the 1) M/S. VILLA CITY BUILDERS LLP, through its Partners i) MR. PRABHULAL KHETSHI PATEL ii) MR. LALJI AKHAI BERA, iii) MR. KARAN SUDHIR BHATT, iv) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated partner MR. KETAN VINOD VYAS, 2) M/S. OMCON, through its Proprietor MR. ASHWIN B. PRAJAPATI 'the New Subsequent New Licensees No.1' of THE THIRD PART.
16. The said Tripartite Agreement dated 21<sup>st</sup> July, 2016 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.1928, Document No.Uran-1184-2016, Dated. 22.07.2016.
17. The CIDCO has transferred the said Plot in favour of 1) M/S. VILLA CITY BUILDERS LLP, through its Partners i) MR. PRABHULAL KHETSHI PATEL ii) MR. LALJI AKHAI BERA, iii) MR. KARAN SUDHIR BHATT, iv) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated partner MR. KETAN VINOD VYAS, 2) M/S. OMCON, through its Proprietor MR. ASHWIN B. PRAJAPATI, vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/ DRONAGIRI/1823/2016/11099, Dated: 04.08.2016

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**J&J**  
**JINDAL & JINDAL**

- 18 The Promoters have entrusted the architect works to "DESTIANTION ARCHITECTURE INTERIOR DESIGNS" (hereinafter called "The Said Architect") & RCC works to ADHARSHILA CONSULTANTS, (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said plot.

**IN THE YEAR 2017**


19. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-Cum-Commencement Certificate under Reference No.CIDCO/BP-15420/TPO(NM &K)/2017/1813, Dated: 21.07.2017, 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.
20. The Building being constructed on the said Plot shall be known as "OM ARCH VILLA"
21. 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.

**SCHEDULE**

All that piece or parcel of land known as Plot No.84A, Sector-52, in Village Dronagiri of 12.5% (Erstwhile Gaothan Expansion Scheme) containing measurement 549.34 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

- On or towards the North By : Plot No.85  
On or towards the South By : Plot No.84  
On or towards the East By : Plot No.83B  
On or towards the West By : 22 mtrs. wide Road

I am, thereof, of the opinion that the title of the said plot of land being Plot No.84A, Under Gaothan Expansion Scheme, Sector-52, Dronagiri, Navi Mumbai, Tal.Uran, Dist.Raigad, admeasuring 549.34 Sq. Mtrs., which stands in the name of 1) M/S. VILLA CITY BUILDERS LLP, through its Partners i) MR. PRABHULAL KHETSHI PATEL ii) MR. LALJI AKHAI BERA, iii) MR. KARAN SUDHIR BHATT, iv) M/S. EMPIRE BUILDERS & DEVELOPERS LLP, through its designated partner MR. KETAN VINOD VYAS, 2) M/S. OMCON, through its Proprietor MR. ASHWIN B. PRAJAPATI, is clear and marketable and is free from all encumbrances subject to the terms and conditions of the said Agreement to Lease dated 11<sup>th</sup> March, 2010 and also Tripartite Agreement dated 21<sup>st</sup> July, 2016.

  
(R. R. JINDAL)  
Advocate & Notary  
(JINDAL AND JINDAL LAW FIRM)  
PARTNER

BJR/510/2018/SEARCH

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