

DATE: 18/08/2017

SEARCH REPORT CUM
TITLE CLEARANCE CERTIFICATE

OF PLOT NO.340, UNDER GAOTHAN EXPANSION SCHEME,
SECTOR- 19, ULWE-TARGHAR, NAVI MUMBAI,
TALUKA-PANVEL, DIST. RAIGAD.

I have caused the search through search clerk Mr. Rohit Gangal in the Sub-Registrar office at Panvel-1,2,3,4,5 on 04.10.2016 for the 30 years, from 1987 to 2016, vide Receipt No.9026, dt.29.09.2016 in respect of the Plot No.340, Under Gaothan Expansion Scheme, Sector-19, Ulwe-Targhar, Navi Mumbai, Tal.Panvel, Dist.Raigad, admeasuring 1199.5 Sq. Mtrs. (search Report is enclosed)

In the year 1987 to 2011 no adverse entry found

Index Book of 12-16 is not found because index is not made therefore the documents have checked on day books.

1. a) THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company incorporated under the Companies Act, 1956 (I of 1956) and having its Registered Office at Nirmal 2nd Floor, Nariman Point, Mumbai 21, (hereinafter referred to as "The Corporation") is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1966 (hereinafter referred to us the said M.R. & T.P.ACT).

b)The State Government of Maharashtra has been acquiring lands pursuant to Section 113-A, of the said M.R. & T.P. Act and is vesting such lands in the Corporation for it's development and disposal, on such terms, conditions, stipulations, covenants, and for a consideration as the Corporation may decide from time to time.

2. By virtue of being the Development Authority the Corporation has been empowered under section 113 of the said MR & TP 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 MR & TP Act.

3. The State Government has acquired the Lands of 1) SHRI. MICHEL ZUJYA ALWARIS, 2) SHRI. POLY ZUJYA ALWARIS, 3) SHRI. PETER ZUJYA ALWARIS, 4) SHRI. OSCAR ZUJYA ALWARIS, 5) SHRI. DENIS ZUJYA ALWARIS, 6) SHRI. TERENCE ZUJYA ALWARIS, 7) SMT. SANDHA GILBART ALWARIS, 8) KUMAR SHEL GILBART ALWARIS, 9) KUMARI CRISEL GILBART ALWARIS, MINOR THROUGH

PARTNER

JINDAL & JINDAL

LAW FIRM

B-3/1, Sector-2,

Vashi, Navi Mumbai-400705

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GAURDIAN MOTHER SMT. SUGANDHA GILBART ALWARIS, 10) SMT. JULIE ANTONY GOMES, 11) SMT. EMELIA VALANTINE CRIYADO, 12) SMT. CECELIA PETER MIRANDA herein referred to as the PROJECT AFFECTED PERSONS.

4. The Said Project Affected Persons, have made application to CIDCO for allotment of Plot in lieu of the acquisition of their land and the CIDCO has consented to their request and agreed to allot the Plot at Ulwe, Tal. Panvel, Dist Raigad admeasuring 1199.5 Sq. Mtrs. under 12.5 % scheme on certain terms and conditions and also on payment of premium.
5. By an Agreement to Lease dated: 30th September, 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/THE CORPORATION' and 1) SHRI. MICHEL ZUJYA ALWARIS, 2) SHRI. POLY ZUJYA ALWARIS, 3) SHRI. PETER ZUJYA ALWARIS, 4) SHRI. OSCAR ZUJYA ALWARIS, 5) SHRI. DENIS ZUJYA ALWARIS, 6) SHRI. TERENCE ZUJYA ALWARIS, 7) SMT. SUGANDHA GILBART ALWARIS, 8) KUMAR SNEL GILBART ALWARIS, 9) KUMARI CRISEL GILBART ALWARIS, MINOR THROUGH GAURDIAN MOTHER SMT. SUGANDHA GILBART ALWARIS, 10) SMT. JULIE ANTONY GOMES, 11) SMT. EMELIA VALANTINE CRIYADO, 12) SMT. CECELIA PETER MIRANDA (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.340, Sector-19, admeasuring 1199.5 Sq. Mtrs. at Village Ulwe-Targhar, Navi Mumbai, Taluka-Panvel, Dist. Raigad, (hereinafter referred to as 'the said Plot of Land') The original allottees paid the premium in full agreed to be paid to the Corporation. The said Plot of Land is more particularly described in the First Schedule written hereunder.
6. The said Agreement to Lease dated 30th September, 2015, has been registered at the Office of Sub Registrar Assurances Panvel-1, Vide Registered Receipt No.11453, Document No.PVL-1/6123/2015, Dated: 27.11.2015.
7. The Physical possession of the said Plot of Land has been handed over to the original allottees for development and construction thereon of the building for residential cum commercial purpose. The Corporation granted permission or licence to the original allottees to enter upon the said Plot of Land for the purpose of erecting building/s.

8. By Tripartite Agreement dated 24th February, 2016 between the CIDCO PARTNER THE FIRST PART, 1) SHRI. MICHEL ZUJYA ALWARIS, 2) SHRI. POLY ZUJYA ALWARIS, 3) SHRI. PETER ZUJYA ALWARIS, 4) SHRI. OSCAR ZUJYA ALWARIS, 5) SHRI. DENIS ZUJYA ALWARIS, 6) SHRI. TERENCE ZUJYA ALWARIS, 7) SMT. SUGANDHA GILBART ALWARIS,

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

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8) KUMAR SHEL GILBERT ALWARIS, 9) KUMARI CRISSEL GILBERT ALWARIS, MINOR THROUGH GAURDIAN MOTHER SMT. SUGANDHA GILBERT ALWARIS, 10) SMT. JULIE ANTONY GOMES, 11) SMT. EMELIA VALANTINE CRIYADO, 12) SMT. CECELIA PETER MIRANDA, the original allottees of the SECOND PART & M/S. RSM INFRA, through its Partners 1) MR. RAMESH C. BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) M/S. KGK DWELLINGS PVT. LTD. through its Director SHRI. SAMPAT RAJ KOTHARI, the New Licensees of THE THIRD PART, the said Original Allottees have assigned all their rights and interests in and upon the said Plot of Land to the Party of the THIRD PART on the terms and conditions more particularly set out in the said Agreement to Lease dated 30th September, 2015 and the Tripartite Agreement dated 24th February, 2016.

9. The said Tripartite Agreement dated 24th February, 2016 has been registered at the Office of Sub Registrar Assurance Panvel-2, Vide Registered Receipt No.3095, Document No.PVL2-2124-2016, Dated: 25.02.2016.

10. Due to inadvertence the Corporation has transferred the said Plot of Land in favour of M/S. RSM INFRA, through its Partners 1) MR. SURESH ONKARLAL JAIN, 2) MR. MAHENDRA GHASILAL RATHOR, vide CIDCO Letter NO.CIDCO/VASAHAT/12.5%SCHEME/ ULWE-130/ 2016/ 6669, Dated: 10.03.2016.

11. By shuddhipatruk dated 18.03.2016 the Corporation has rectified the mistake and transferred the said Plot of Land in favour of M/S. RSM INFRA, through its Partners 1) MR. SURESH ONKARLAL JAIN, 2) MR. MAHENDRA GHASILAL RATHOR, 3) MR. RAMESH CHINNAYA BANGERA, 4) M/S. KGK DWELLINGS PVT. LTD., vide CIDCO Letter NO.CIDCO/VASAHAT/12.5%SCHEME/ULWE/130/2016/6934, Dated:18.03.2016.

12. The Developers have entrusted the architect works to "SOYUZ TALIB ARCHITECTS PVT. LTD." (hereinafter called "The Said Architect") & RCC works to STRUCTURAL CONCEPT DESIGNS PVT. LTD. (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said plot of Land.

13. The Corporation, by its development permission-Cum-Commencement Certificate under Reference No.CIDCO/BP-15366/TPO(NM & K)/ 2016/1891, Dated:02.08.2017 granted its permission to develop the said Plot of Land and to construct a building for residential cum commercial purpose on the said Plot of Land subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the same in respect of the said building.

PARTNER

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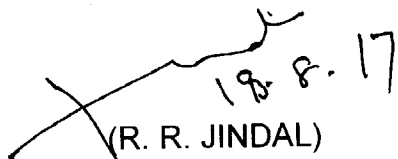
- 14 The Building being constructed of Shops on the Ground Floor, Podium Garden, Society office, Club House on First Floor & Flats on the upper Floors on the said Plot of Land shall be known as "UNIMONT SAPPHIRE" (hereinafter & hereinbefore referred to as "the said Building")
15. I have made the oral 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.340, Sector-19, at Village – Ulwe-Targhar, Taluka – Panvel, Dist Raigad, Maharashtra under 12.5% (Erstwhile Gaothan) Expansion Scheme admeasuring 1199.5 Sq.Mtrs. or thereabout and bounded as follows that is to say:

On or towards the North by	: 15 Mtr. Wide Road
On or towards the South by	: Plot No.341
On or towards the East by	: Plot No.339
On or towards the West by	: Plot No.341

I am, thereof, of the opinion that the title of the said plot of land being Plot No.340, Under Gaothan Expansion Scheme, Sector-19, Ulwe-Targhar, Taluka – Panvel, Dist Raigad, admeasuring 1199.5 Sq. Mtrs., which stands in the name of M/S. RSM INFRA, through its Partners 1) MR. RAMESH C. BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) M/S. KGK DWELLINGS PVT. LTD. through its Director SHRI. SAMPAT RAJ KOTHARI, is clear and marketable and is free from all encumbrances subject to the terms and conditions of the said Agreement to Lease dated 30th September, 2015 and also Tripartite Agreement dated 24th February, 2016.


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