

DT.19.06.2018

**SEARCH REPORT CUM
TITLE CLEARANCE CERTIFICATE
OF PLOT NO.05, SECTOR-21,
GHANSOLI, NAVI MUMBAI.**

I have caused the search through search clerk MR. HEMENDRA MESTRY in the Sub-Registrar office at Thane on 13.06.2018 for the 13 years, from 2006 to 2018, vide receipt No.1111366471, dt.13.06.2018 in respect of the Plot No.05, Sector-21, Ghansoli, Navi Mumbai, Tal. & Dist.Thane, admeasuring 330.05 Sq. Mtrs. which now stands in the name of M/S. SHREE HARI REALTY, through its Partners 1) MR. LALJI HIRJI ARETHIYA, 2) MR. ANIL LAXMAN GAMI, having its principal place of business at Office No.16, Welfare Chambers, First Floor, Plot No.73, Sector-17, Vashi, Navi Mumbai - 400 705.

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, 2nd 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.
3. By an Agreement to Lease dated: 9th November, 2011, 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) SMT. CHANDRABHAGA GANGARAM PATIL, 2) SMT. VAIJANTI RAGHO PATIL, 3) SMT. HEMABAI NARAYAN PATIL, 4) SMT. MOHANA VASANT PATIL, 5) SHRI. YASHVANT SUDAM BHAGAT, 6) SMT. FULVANTI YASHVANT BHAGAT, 7) SHRI. PRANAY YASHVANT BHAGAT, 8) SHRI. SHEKHAR YASHVANT BHAGAT, 9) SHRI. NANA MAHADU PATIL, 10) SHRI. KAUSHIKNATH MAHADU PATIL, (therein referred to 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% Gaothan Expansion Scheme, a Plot of Land being Plot No.05, Sector-21, admeasuring about 330.05 Sq. Mtrs. at Village-Ghansoli, Navi Mumbai, Taluka-Thane, Dist.Thane, (hereinafter referred to as 'THE SAID PLOT'). THE ORIGINAL Allottees paid the Premium in full agreed to be paid to the

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.

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

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4. The said Agreement to Lease dated: 9th November, 2011, has been registered with the Sub Registrar of Assurances Thane-6, by paying proper Stamp Duty and Registration fee, vide Receipt No.5217, Registered Document No.TNN-6-05115-2011, Dt.09.11.2011.
5. The Physical possession of the plot has been handed over to the Original Allottees for Development and Construction thereof the Building for Residential 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 for Residential purposes.
6. By First Tripartite Agreement dated: 30th November 2011, between the CIDCO THE FIRST PART, 1) SMT. CHANDRABHAGA GANGARAM PATIL, 2) SMT. VAIJANTI RAGHO PATIL, 3) SMT. HEMABAI NARAYAN PATIL, 4) SMT. MOHANA VASANT PATIL, 5) SHRI. YASHVANT SUDAM BHAGAT, 6) SMT. FULVANTI YASHVANT BHAGAT, 7) SHRI. PRANAY YASHVANT BHAGAT, 8) SHRI. SHEKHAR YASHVANT BHAGAT, 9) SHRI. NANA MAHADU PATIL, 10) SHRI. KAUSHIKNATH MAHADU PATIL, the Original Allottees of the SECOND PART & the M/S. SHREE RAMTANU REALATORS, through its Partners 1) SHRI. SACHIN TULSHIRAM PATIL, 2) SHRI. MOHAN DINANATH SAMANT, 3) SHRI. PRASHANT KASHINATH DONGRE, "the New Licensees of the THIRD PART.
7. The said Tripartite Agreement dated 30th November 2011, has been Registered at the Office of Sub Registrar Assurance Thane-6, Vide Receipt No.5570, Document No.TNN6-05455-2011, Dated. 30.11.2011.
8. The CIDCO has transferred the said Plot in favour of M/S. SHREE RAMTANU REALATORS, through its Partners 1) SHRI. SACHIN TULSHIRAM PATIL, 2) SHRI. MOHAN DINANATH SAMANT, 3) SHRI. PRASHANT KASHINATH DONGRE on its record.
9. By Second Tripartite Agreement dated: 25th June 2013, between the CIDCO THE FIRST PART, M/S. SHREE RAMTANU REALATORS, through its Partners 1) SHRI. SACHIN TULSHIRAM PATIL, 2) SHRI. MOHAN DINANATH SAMANT, 3) SHRI. PRASHANT KASHINATH DONGRE, the New Licensees of the SECOND PART & the M/S. SAMIKSHA ENTERPRISES, through its Proprietor MR. PRALHAD MADAN MHATRE, "the subsequent New Licensees of the THIRD PART. The said New Licensees 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,
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10. The said Tripartite Agreement dated 25th June 2013, has been Registered at the Office of Sub Registrar Assurance Thane-6, Vide Receipt No.3318, Document No.TNN6-3009-2013, Dated. 25.06.2013.
11. The CIDCO has transferred the said Plot in favour of M/S. SAMIKSHA ENTERPRISES, through its Proprietor MR. PRALHAD MADAN MHATRE on its record.
12. By Third Tripartite Agreement dated: 27th January 2016, between the CIDCO THE FIRST PART, M/S. SAMIKSHA ENTERPRISES, through its Proprietor MR. PRALHAD MADAN MHATRE, the subsequent New Licensees of the SECOND PART & the M/S. RAJLAXMI ENTERPRISES, through its Partners 1) MR. JAYANTI AMBA CHOUDHARY, 2) MR. HIRJI DEVJI VAVIYA, 3) MR. MANJI RANCHHOD DUBARIYA, the New subsequent New Licensees of the THIRD PART.
13. The said Tripartite Agreement dated 27th January 2016, has been Registered at the Office of Sub Registrar Assurance Thane-6, Vide Receipt No.591, Document No.TNN6-521-2016, Dated. 27.01.2016.
14. The CIDCO has transferred the said Plot in favour of M/S. RAJLAXMI ENTERPRISES, through its Partners 1) MR. JAYANTI AMBA CHOUDHARY, 2) MR. HIRJI DEVJI VAVIYA, 3) MR. MANJI RANCHHOD DUBARIYA on its record
15. By Fourth Tripartite Agreement dated: 19th January 2018, between the CIDCO THE FIRST PART, M/S. RAJLAXMI ENTERPRISES, through its Partners 1) MR. JAYANTI AMBA CHOUDHARY, 2) MR. HIRJI DEVJI VAVIYA, 3) MR. MANJI RANCHHOD DUBARIYA, the new subsequent New Licensees of the SECOND PART & the M/S. SHREE HARI REALTY, through its Partners 1) MR. LALJI HIRJI ARETHIYA, 2) MR. ANIL LAXMAN GAMI, hereinafter referred to as "the Promoters" of the THIRD PART.
16. The said Tripartite Agreement dated 19th January 2018, has been Registered at the Office of Sub Registrar Assurance Thane-6, Vide Receipt No.919, Document No.TNN6-840-2018, Dated. 19.01.2018.
17. The CIDCO has transferred the said Plot in favour of M/S. SHREE HARI REALTY, through its Partners 1) MR. LALJI HIRJI ARETHIYA, 2) MR. ANIL LAXMAN GAMI, vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/GHANSOLI/3/2018/23550, Dated: 05.02.2018.
18. The Promoters have entrusted the architect works to 'M/S. EDGE ARCHITECTS' (ARCHITECT) to develop, design and lay down specifications for construction of the building on the said Plot.

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19. The Navi Mumbai Municipal Corporation, by its development permission-cum-Commencement Certificate under Reference No.NMMC/TPD/BP/OnlineNo.20181CNMMC13139/2120/2018dated: 21.05.2018, granted its permission to develop the said Plot and to construct a building for residential 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 which have been annexed hereto as 'Annexure A'.
20. The Building being constructed on the above said Plot shall be known as "KRISHNA ICON"
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 of land known as Plot No.05, Sector-21, containing by admeasuring about 330.05 Sq. Mtrs. or thereabouts under 12.5% Expansion Scheme at Ghansoli, Tal. & Dist. Thane and bounded as follows:-

THAT IS TO SAY:

ON OR TOWARDS THE NORTH BY: Plot No.05
ON OR TOWARDS THE SOUTH BY: Plot No.04
ON OR TOWARDS THE EAST BY : Prop.15.00 Mtrs. Wide Road
ON OR TOWARDS THE WEST BY : Plot No.02, School

I am, thereof, of the opinion that the title of the said Plot No.05, situated at Sector-21, Ghansoli, Navi Mumbai, admeasuring 330.05 Sq. Mtrs., now stands in the name of M/S. SHREE HARI REALTY, through its Partners 1) MR. LALJI HIRJI ARETHIYA, 2) MR. ANIL LAXMAN GAMI, 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 & Notary
(JINDAL AND JINDAL LAW FIRM)
PARTNER
JINDAL & JINDAL
LAW FIRM
3-3/6/01-02, Sector-2,
Vashi, Navi Mumbai.

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