

DATE: 03.07.2017.

ADDITIONAL REPORT

PLOT NO.19, SECTOR-35,
KAMOTHE-II, NAVI MUMBAI
TAL. PANVEL, DIST. RAIGAD.

I referred to the Search Report by Sandeep G. Pawar in respect of Plot No.19, Sector-35, Kamothé, Tal. Panvel, Dist. Raigad, admeasuring 799.99 Sq. Mtrs. for a period of 15 years from 1997 to 2011.

Further Report taken by me for the year 2012 to till date personally.

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: 17th day of October, 2008, 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 SHRI. NARESH GOMA JADHAV, (therein referred as the LESSEE and hereinafter referred to as the ORIGINAL ALLOTTEE), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No.19, Sector-35, admeasuring 799.99 Sq.Mtrs. at

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village Kamothe-II, Taluka-Panvel, Dist. Raigad, Navi Mumbai (hereinafter referred to as 'THE SAID PLOT'). THE Original Allottee paid to the Corporation the entire lease Premium.

4. The said Agreement to Lease dated: 17th day of October, 2008, has been Registered with the Sub Registrar Assurances Panvel-3, Vide Receipt No.9218, Document No.09023-2008, Dated: 18.10.2008.
5. The Physical possession of the said plot has been handed over to the Original Allottee for Development and Construction thereof the Building for Residential purposes. The corporation granted permission or licence to the Original Allottee to enter upon the said Plot of land for the purpose of erecting building/s.
6. The said Original Allottee has assigned all his rights in & upon the said plot in favour of M/S. FLAIR REALTORS, through its Partners 1) MR. RAJESHKUMAR GANGARAMBHAI PATEL, 2) MR. KAPIL BABULAL PATEL, 3) MR. RAMANLAL BHIMJIBHAI PATEL, 4) MR. PARESHKUMAR VITHALBHAI PATEL, 5) MR. RAJESH PURUSHOTTAM PATEL, 6) MRS. HANSABEN HITENDRA PATEL for proper consideration.
7. By Tripartite Agreement dated 22nd day of October 2008, between the CIDCO THE FIRST PART, SHRI. NARESH GOMA JADHAV, the Original Allottee of the SECOND PART & the M/S. FLAIR REALTORS, through its Partners 1) MR. RAJESHKUMAR GANGARAMBHAI PATEL, 2) MR. KAPIL BABULAL PATEL, 3) MR. RAMANLAL BHIMJIBHAI PATEL, 4) MR. PARESHKUMAR VITHALBHAI PATEL, 5) MR. RAJESH PURUSHOTTAM PATEL, 6) MRS. HANSABEN HITENDRA PATEL, the New Licensees of THE THIRD PART.
8. The said Tripartite Agreement dated 2nd day of October 2008, has been Registered at the Office of Sub Registrar Assurance Panvel-3, vide Receipt No.9319, Document No.09124-2008, Dated :22.10.2008.

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9. The CIDCO has transferred the said Plot in favour of M/S. FLAIR REALTORS, through its Partners 1) MR. RAJESHKUMAR GANGARAMBHAI PATEL, 2) MR. KAPIL BABULAL PATEL, 3) MR. RAMANLAL BHIMJIBHAI PATEL, 4) MR. PARESHKUMAR VITHALBHAI PATEL, 5) MR. RAJESH PURUSHOTTAM PATEL, 6) MRS. HANSABEN HITENDRA PATEL, vide its CIDCO Letter NO.CIDCO/VASAHAT/12.5% SCHEME/KAMOTHE/188/2008, Dated: 23.10.2008.
10. By another Tripartite Agreement dated 30th day of December 2010, between the CIDCO THE FIRST PART, M/S. FLAIR REALTORS, through its Partners 1) MR. RAJESHKUMAR GANGARAMBHAI PATEL, 2) MR. KAPIL BABULAL PATEL, 3) MR. RAMANLAL BHIMJIBHAI PATEL, 4) MR. PARESHKUMAR VITHALBHAI PATEL, 5) MR. RAJESH PURUSHOTTAM PATEL, 6) MRS. HANSABEN HITENDRA PATEL, the New Licensees of the SECOND PART & the M/S. SHYAM BUILDERS & DEVELOPERS, through its Partners 1) SHRI. SHAMJI NANJI VAVIYA, 2) SHRI. GOKAR HOTHIPATEL, (therein referred to as "the Subsequent New Licensees" hereinafter referred to as "The Developers").
11. The said Tripartite Agreement dated 30th day of December 2010, has been Registered at the Office of Sub Registrar Assurance Panvel-3, vide Receipt No.13755, Document No.13379-2010, Dated: 31.12.2010.
12. The CIDCO has transferred the said Plot in favour of M/S. SHYAM BUILDERS & DEVELOPERS, through its Partners 1) SHRI. SHAMJI NANJI VAVIYA, 2) SHRI. GOKAR HOTHIPATEL, vide its CIDCO Letter NO.CIDCO / VASAHAT / 12.5% SCHEME/KAMOTHE/188/2011, Dated: 07.01.2011.
13. The Developers have entrusted the architect works to "PATEL & ASSOCIATES" (hereinafter called "The Said Architect") to develop, design and lay down specifications for construction of the building on the said plot.

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14. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-cum-Commencement Certificate under Reference No. CIDCO/ATPO/1482, Dt.24.10.2011 granted its permission to develop the said plot and to construct a residential building 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.
15. The Building is being constructed on the said Plot shall be known as "IMPERIAL HEIGHTS".
16. The Original Partner SHRI. SHAMJI NANJI VAVIYA of M/S. SHYAM BUILDERS & DEVELOPERS have retired and a new Partner MR. KAILASH GOKAR KAROTRA admitted as a Partner by executing Admission cum retirement Deed on 14.04.2017 and registered on 17.04.2017 with the Registrar of Partnership firms at Mumbai. The share of both Partners were SHRI. SHAMJI NANJI VAVIYA was 50% and 2) SHRI. GOKAR HOTHIPATEL was 50% now as per new Partnership the share of Partners are 1) MR. KAILASH GOKAR KAROTRA – 50%, 2) SHRI. GOKAR HOTHIPATEL – 50%.
17. The Partnership Firm M/S. SHYAM BUILDERS & DEVELOPERS have applied to CIDCO for change of Partnership and CIDCO has changed in their record CIDCO vide Letter No. CIDCO/VASAHAT/12.5% SCHEME/ KAMOTHE/188/2017/19591, Dt.17.05.2017. (By 1. MR. KAILASH GOKAR KAROTRA – 50%, 2. SHRI. GOKAR HOTHIPATEL – 50%)
18. I have made the oral enquiries from the Developers regarding the loan and if any case is pending in the court of law then the Developers replied in negative.


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SCHEDULE

All that piece or parcel of land known as Plot No.19, Sector-35, in Village/Site Kamothe-II, of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing measurement 799.99 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

On or towards the North By : 15.00 Mtrs. Wide Road

On or towards the South By : Plot No.48 & 49

On or towards the East By : 15.00 Mtrs. Wide Road

On or towards the West By : Plot No.20

I am, thereof, of the opinion that the title of the said plot of land being Plot No.19, Under Gaothan Expansion Scheme, Sector-35, Kamothe-II, Navi Mumbai, Tal.Panvel, Dist.Raigad, admeasuring 799.99 Sq. Mtrs., which stands in the name of M/S. SHYAM BUILDERS & DEVELOPERS, through its Partners 1) MR. KAILASH GOKAR KAROTRA 2) SHRI. GOKAR HOTHU PATEL, is clear and marketable and is free from all encumbrances subject to the terms and conditions of the said Agreement to Lease dated and also Tripartite Agreement.


(R. R. JINDAL)

Advocate & Notary

(JINDAL AND JINDAL LAW FIRM)

BJR/ /SEARCH

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