

YOGESH SADANAND BASHTE

B. Com., LL.B.

ADVOCATE

104, 1st floor, Aditya Vihar CHS., Near Old Post Office, Panvel - 410206,
Tal.Panvel, Dist.Raigad. Mob.8898121971

Reference:

Date : 23/03/2019

CERTIFICATE OF TITLE

TO WHOMSOEVER IT MAY CONCERN

Ref: All that piece or parcel of Plot No.153A, Sector No.4, in Karanjade, Tal.Panvel, Dist.Raigad, Navi Mumbai. in the registration Sub-District and District Raigad.

1) **INSTRUCTIONS:**

On the request of **M/s.Om Sai Developers Partnership Firm** through its Partners, 1) **Shri.Nagraj Otaramji Choudhary**, 2)**Shri.Pitaram Pannaji Choudhary** & 3) **Shri. Prabhudas Madhukar Gowari**, Office at Shop No.1, Aaiji Complex, Sector-20, Kamothe, Panvel, Tal.Panvel, Dist.Raigad, (hereinafter referred to as **M/s.Om Sai Developers**) I have taken search in respect of the property which is described as follows.

2) **SEARCH:**

Accordingly, I have carried out search of the Index No.II as maintain in the office of Sub Registrar of Assurance at Panvel 1,2,3,4 & 5 and Registrar of Assurance at Panvel for a period of **05years**.e from 2014 to 2019 vide **Receipt no. 4131**, dated 18/03/2019 and revenue record till date with respect to the said property. Notes of search are reproduced herein below. That from the available records, documents mention in the notes of search were found during search.

3) **DOCUMENTS:-**

For the purpose of investigation of Title and search of the said property, I also perused the following documents

- 1) Letter of Allotment dated. 27/09/2007 & 15/12/2016.



- 2) Lease Agreement dated. 13/01/2017.
- 3) Development Agreement datd.13/01/2017.
- 4) Tripartite Agreement datd.04/09/2017.
- 5) Letter of Transfer Permission dated.14/09/2017.
- 6) Commencement Certificate dated.02/11/2016.

4) INCIDENTS:-

01) The City & Industrial Development Corporation of Maharashtra Limited, is a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Bombay-400 021, (hereinafter referred to as the "CIDCO" or the "Corporation" which expression shall where the context so admits, be deemed to include its successors and assigns). The said Corporation has been already declared as a New Town Development Authority, under the provisions of Sub Section (i) (3-a), of Section 113 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) (hereinafter referred to as "The Said Act") for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the said area designated as site for New Town under sub Section (i) of Section 113 of the said Act.

02) The State Government of Maharashtra has acquired certain lands within the designated areas of Village-Koper, Tal-Panvel, Dist-Raigad and vested the same in the Corporation by an order duly made in that behalf as per the provisions of Section 113(1) of the said Act.

03) By virtue of being the Development Authority the Corporation has been empowered under Section 118 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 Government under the said Act.

04) All that piece or parcel of agricultural land situate at Village-Koper, Tal-Panvel, Dist-Raigad, was owned & possessed by Late Shri.Dunkur Khandu Naik & Others. The said agriculture land has been acquired by the State Government of Maharashtra for establishment of New Township of Navi Mumbai and has entrusted the said land to the CIDCO Ltd., for development and disposal and in view of acquisition of the said land, an award under the provisions of Section 11 of Land Acquisition Act has also been declared. The CIDCO has prepared layout of different localities including Village-Koper in Panvel, dividing the said land into separate N.A. Plots with an intention to lease out the Plots to project affected persons enabling them to develop the said Plots by constructing thereon building/s as per the plans to be sanctioned by CIDCO.

05) The said Corporation, allotted the said Plot of land bearing Plot No.153A situate at Sector-4, Node-Karanjade, Tal-Panvel, District-Raigad, under Gaothan Expansion Scheme, (Presently 12 ½ % Scheme) to Shri.Haribhau Dunkur Naik & others after demise of Late Shri.Dunkur Khandu Naik & Smt.Devkibai Dunkur Naik. (hereinafter for the sake of brevity called & referred to as the "Original Licensee").

06) The Original Licensee had paid the Managing Director of the Corporation, the entire amount of lease premium and other necessary charges in respect of the said Plot of land. Upon payment of entire amount of lease premium the said Corporation has handed over quite, vacant & peaceful possession of said Plot of land to them and also executed possession receipt in favour them.

07) By an Agreement to Lease, dated 13/01/2017 made and entered into between the City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as the Corporation,

of the One Part, and 1)Shri.Haribhau Dunkur Naik, 2)Kum.Asha Dunkur Naik, 3)Sou.Ramabai Raghunath Bhoir & 4)Sou.Anusaya Baburao Naik, residing at-Kolhikoper, Tal.Panvel, Dist.Raigad, therein & herein called and referred to as the Original Licensee of the Other Part, the said Corporation agreed to grant a lease of all that piece or parcel of N.A. Plot of land bearing Plot No.153a, area admeasuring 6.99.92.Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Tal-Panvel, District-Raigad, under12.5% (Gaothan Expansion Scheme) (which is more particularly described in the Schedule of the Property written hereunder), for consideration of lease premium and upon the terms and conditions contained in the said Agreement to Lease for the period of 60 years. The said Agreement to Lease is duly stamped & registered in the office of Sub Registrar of Assurances at Panvel-4, vide its registration at Serial No. Paval-4-320/2017 on 13/01/2017.

08) Due to lack of experience and paucity of funds and for other diverse reasons, the said Original Licensees were unable to develop the said Plot of land by themselves and were desirous of transferring their lease hold rights to Developers for developing said plot. The Original Licensees had agreed to grant development rights of the said plot of land to the M/s.Om Sai Developers (hereinafter for the sake of brevity called & referred to as the "Developer").

09) By an Agreement for Development, dated.13/01/2017, made and entered into between 1)Shri.Haribhau Dunkur Naik, 2)Kum.Asha Dunkur Naik, 3)Sou.Ramabai Raghunath Bhoir & 4)Sou.Anusaya Baburao Naik, residing at-Kolhikoper, Tal.Panvel, Dist.Raigad & M/s.Om Sai Developers Partnership Firm through its Partners, 1) Shri.Nagraj Otaramji Choudhary, 2)Shri.Pitaram Pannaji Choudhary & 3) Shri. Prabhudas Madhukar Gowari, & they had agreed to grant

development rights in respect of Plot No153A, admeasuring 699.92Sq.Mtrs., Sector-4, Node-Karanjade, in ratio of 50-50 (i.e.50% to original Owner & 50% to the Developers) and accepted part of monetary consideration from the said Developers. The said Agreement for Development is duly stamped & registered in the office of Sub Registrar of Assurances at Panvel-4, vide its registration at Serial No. Paval-4-323/2017 on 13/01/2017.

10) Thereafter, some reasons of the Original Licensee made an application, in the prescribed form of CIDCO LTD. & requested to the Corporation to grant him the permission to transfer his lease hold rights, interest in or benefits in respect of said Plot of land in favour of M/s.Om Sai Developers Partnership Firm through its Partners, 1) Shri.Nagraj Otaramji Choudhary, 2)Shri.Pitaram Pannaji Choudhary & 3) Shri. Prabhudas Madhukar Gowari. The said application i.e. Annexure-A and Annexure-B, C & D, respectively were duly signed by the Original Licensee as well the partners of the said Firm by named M/s.Om Sai Developers. Eventually, on payment of transfer charges paid to the Corporation and the granted its permission to transfer said Plot of land in favour of said M/s.Om Sai Developers, subject to terms & conditions which are more specifically incorporated in the above said Agreement to Lease.

11) By and under the Tripartite Agreement, dated. 04/09/2017 executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as "the Corporation" of the First Part, and 1)Shri.Haribhau Dunkur Naik, 2)Kum.Asha Dunkur Naik, 3)Sou.Ramabai Raghunath Bhoir & 4)Sou.Anusaya Baburao Naik, residing at-Kolhikoper, Tal.Panvel, Dist.Raigad, being the "Original Licensee" of the Second Part and M/s.Om Sai Developers Partnership Firm through its Partners,

1) Shri.Nagraj Otaramji Choudhary, 2)Shri.Pitaram Pannaji Choudhary & 3) Shri. Prabhudas Madhukar Gowari, therein called & referred to as the 'New Licensee' of the Third Part, the Original Licensee declared and confirmed having relinquished and released his rights, title, benefits, interests, claims or demands of whatsoever in respect of the said Plot of land under the said Agreement to Lease subject to the terms and conditions incorporated therein. The said Tripartite Agreement, is duly stamped & registered in the office of Joint Sub Registrar of Assurances at Panvel-3 vide its registration at Serial No. Paval-4-10024-2017 on 04/09/2017.

12) In pursuance whereof, the CIDCO Ltd., agreed to substitute the Original Licensee and grant lease to the New Licensee and also confirmed the execution of the Tripartite Agreement in favour of M/s.Om Sai Developers & eventually transferred the rights of the Original Licensee in respect of the said Plot of land, in favour of them by issuing a letter (Final Order) under its Reference No. CIDCO/VASAHAT/SATYO/KARANJADE/610/2017/22410 on 14/19/2017.

13) In pursuance whereof, the CIDCO Ltd., agreed to substitute the Original Licensee and grant lease to the New Licensee and also confirmed the execution of the Tripartite Agreement in favour of M/s.Om Sai Developers, & eventually transferred the rights of the Original Licensee in respect of the said Plot of land, in favour of them.

14) Thereafter, the Corporation, by its letter under Ref.No.CIDCO/BP-15974/TPO(NM & K)/2018/3302,dated 02/11/2018 has granted its permission for development & approved Plans in respect of said Plot of land & also issued Commencement Certificate under its Ref.No.CIDCO/BP-15974/TPO(NM & K)/2018/3302,dated 02/11/2018 as required under Section 45 of the Maharashtra Regional & Town



Planning Act, 1966, in the name of M/s. Om Sai Developers to construct building thereon for residential purpose as per the terms & conditions of the said Commencement Certificate and thereby approved and sanctioned the Plans in respect of the proposed building, consisting of Flats, Shops & other Premises, laying down certain terms and conditions & stipulations which are to be observed and performed by the Promoter-Builders and upon the observance and performance whereof the completion and/or Occupancy Certificate will be granted by the CIDCO.

6) **CONCLUSION:-**

On the basis of perusal of the documents referred to herein above and the information collected by me, in my opinion, the title of M/s. Om Sai Developers Partnership Firm through its Partners, 1) Shri. Nagraj Otaramji Choudhary, 2) Shri. Pitaram Pannaji Choudhary & 3) Shri. Prabhudas Madhukar Gowari, to the Plot of land known as Plot of land bearing Plot No. 153A, area admeasuring 699.92 Sq. Mtrs., situate, lying & being at Sector-4, Node-Karanjade, Tal-Panvel, District-Raigad, under 12.5% Scheme, acquired from CIDCO, is clear, marketable and free from encumbrances, subject to the terms & conditions as set out in the above said Agreement to Lease.

On the basis of perusal of the documents referred to above, The information collected by me as has been mentioned above, so also incidents pointed out as above, The search taken for 08 years I am of the opinion that:-

That from the available records said Plot is owned by M/s. Om Sai Developers Partnership Firm through its Partners, 1) Shri. Nagraj Otaramji Choudhary, 2) Shri. Pitaram Pannaji Choudhary & 3) Shri. Prabhudas Madhukar Gowari as developers thereof.



7) **CERTIFICATE OF TITLE :-**

I hereby also certify that, M/s.Om Sai Developers Partnership Firm through its Partners, 1) Shri.Nagraj Otaramji Choudhary, 2)Shri.Pitaram Pannaji Choudhary & 3) Shri. Prabhudas Madhukar Gowari, are legally entitled to develop the said Plot of land and also entitled to sell, transfer and convey the Flats in the proposed building to be constructed on the said property in accordance with the terms and conditions which are more particularly discussed and mentioned in the said Agreement for Development, dated.22/07/2018 and Tripartite Agreement datd.04/09/2017 in any manner, at any consideration they deem fit to the intending Purchaser/s on "OWNERSHIP BASIS" and to enter into an individual Agreement for Sale and other documents in respect thereof as per the provisions of the REAL ESTATE (REGULATION & DEVELOPMENT) ACT, with MAHARASHTRA RULES, 2017 & MAHARASHTRA REGULATIONS, 2017 and to appropriate the sale proceeds thereof.



8) **DESCRIPTION OF PROPERTY:**

Plot No.153A, admeasuring 699.92sq.mtrs., Sector No.4, Node-Karnjade, Tal.Panvel, Dist.Raigad, Navi Mumbai (hereinafter referred to as "Said Property") The said plot is constructed is bounded as follows:-

- On or towards the North by : Plot No.153
- On or towards the South by : DFCC Boundary
- On or towards the East by : Plot No.152
- On or towards the West by : 11 Mtr. wide Road..

Place-Panvel :

Dated: 23/03/2019.




FINDING OF SEARCH

FROM INDEX -II Since 01/01/2014 to 01/01/2019

Sr.No.	Year	Particulars
1	2014	Available Index Checked
2	2015	Available Index Checked
3	2016	Available Index Checked
4	2017	1) Agreement to Lease dtd.13/01/2017, at Serial No.Paval-4-320-2017 2) Development Agreement dtd.13/01/2017, at Serial No.Paval-4-323-2017. 3) Tripartite Agreement dtd.04/09/2017, at Serial No.Paval-4-10024/2017.
5	2018	Available Index Checked
6	2019	Available Index Checked till dtd.01/01/2019.

Place-Panvel :

Dated: 23/03/2019.

Yogesh

