

Himanshu Bheda & Co.

Advocate High Court, Mumbai

B-607/608, 6TH FLOOR, GROMA HOUSE, PLOT No. 14-C, SECTOR - 19, VASHI, NAVI MUMBAI - 400 703.
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REPORT ON TITLE

TO WHOMSOEVER IT MAY CONCERN

Sub:- Report on Title in respect of Plot NO 264, 265 and 266 , Sector 10, in village Kharghar Taluka Panvel, District Raigad of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme , containing by measurement 13381.75 sq. Mtrs or thereabouts.

THIS IS TO CERTIFY that we have perused the documents of **M/S. KESAR REALTY PVT LTD.,** a Pvt Ltd Company having its office at Kesar Villa, Plot no 185, Unit no 1, Sector 12, Vashi, Navi Mumbai 400-705 . (hereinafter referred to as the "**Promoters**") in respect of Plot NO 264, 265 and 266 , Sector 10, in village Kharghar of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme , containing by measurement 13381.75sq. Mtrs or thereabout.(hereinafter referred to as the said Plot). The same is narrated as under:-

a) The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "**The Corporation/CIDCO** ") having its registered office at "**Nirmal**", 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and 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 area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.

b) The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.



c) 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.

d) By and under Agreement to Lease dated 02/03/ 2007 and executed between the CIDCO & 1) Shri. Vishnu Tukaram Patil, 2) Shri. Kaluram Tukaram Patil, since deceased through his legal heirs a) Smt. Taibai Kaluram Patil, b) Shri. Prakash Kaluram Patil c) Shri. Sham Kaluram Patil d) Shri. Deelip Kaluram Patil e) Shri. Vijay Kaluram Patil f) Shri. Subhash Kaluram Patil g) Ms. Karuna Prabhakar Patil, 3) Shri. Dnyaneshwar Tukaram Patil, 4) Shri. Balaram Tukaram Patil, 5) Smt. Sumanbai Tukaram Patil, 6) Shri. Haridas Tukaram Patil, 7) Shri. Janardan Tukaram Patil, 8) Smt. Janabai Savalaram Mhatre, 9) Smt. Kusum Bhaskar Patil, 10) Shri. Laxman Namdeo Patil, 11) Shri. Harichandra Baburao Patil, 12) Shri. Naresh Baburao Patil, 13) Shri. Swami Baburao Patil, 14) Shri. Kusha Baburao Patil, 15) Shri. Vinod Baburao Patil, 16) Smt. Manjula Baburao Patil, 17) Shri. Ganu Atamaram Patil, 18) Shri. Chandar Atamaram Patil, 19) Smt. Chandrabai Kashinath Patil, 20) Shri. Jitendra Kashinath Patil, 21) Smt. Reshma Kashinath Patil, 22) Smt. Sushma Kashinath Patil, 23) Shri. Padmakar Atamaram Patil, 24) Shri. Anant Atamaram Patil, 25) Smt. Shamabai Baban Patil, 26) Smt. Padmabai Balaram Thakur, 27) Smt. Shantabai Pandurang Gharat, 28) Smt. Muktabai Atamaram Patil, 29) Shri. Ramchandra Balu Kadu, 30) Shri. Sukir Gana Mhatre, 31) Shri. Baburao Gopal Patil, 32) Shri. Savalaram Kalu Mhatre, 33) Shri. Bhagwan Aba Patil, 34) Shri. Narayan Balu Patil, all of Navi Mumbai, Indian inhabitant, all residing at post Kharghar, Taluka Panvel District Raigad (hereinafter referred to as said the Owners/Allottees) (Hereinafter referred to as the Owner/Allotee), CIDCO has granted to the Owner/Allotee license to enter the said Plot NO 264, 265 and 266 , Sector 10, Kharghar, Taluka Panvel, District Raigad admeasuring 13381.75 Sq. Mts. (hereinafter referred to as the said Plot) for a period of 60 years with a right to Develop the same as permissible under General development Control Regulations for New Bombay, 1975. The said Agreement To Lease is registered with the concerned Sub Registrar of Assurances under serial number URAN / 01774 / 2007 dated 02-03-2007.

- e) The said Owner/Allottee agreed to sell, transfer and assigns all their right, title and interest in respect of the said plot as leased to them by CIDCO under the said Agreement to Lease in favour of M/S B.B. JADHAV through its proprietor **MR. BALKRISHNA BABAN JADHAV** Of Indian Inhabitant having his office at 401, Paras Mani, Laxmikant Chowk, 10th Road, J V P D , Vile Parle (West) Mumbai 400-049 (Hereinafter reffered to as the Assignor) for such consideration and upon such terms and conditions as mutually agreed upon between them.
- f) The said Owner/Allottee requested the Corporation to grant to it the permission to transfer and assign its rights and interest in or benefits under the said Agreement in respect of the said Plot to the Assignor herein .
- g) By Tripartite Agreement dated 9th April, 2007 executed by and between CIDCO and the Owners/Allottee and the said Assignor, CIDCO Ltd accepted the Assignor as the new licensee and granted permission for transfer of Lease in favour of the Assignor upon such terms and conditions as contained in the said Tripartite Agreement. The said Tripartite Agreement is registered with the concerned Sub Registrar of Assurances under serial number URAN / 02815 / 2007 dated 09-04-2007
- h) The said Assignor in turn agreed to sell, transfer and assign all their right, title and interest in respect of the said plot as transferred to them by CIDCO under the said Tripartite Agreement in favour of the Promoters herein for such consideration & upon such terms and conditions as mutually agreed between them.
- i) The said Assignors requested the Corporation to grant to it the permission to transfer and assign its rights and interest in or benefits under the said Tripartite Agreement in respect of the said Plot to the Promoters herein .
- j) By a Tripartite Agreement dated 31st July, 2007 executed by and between CIDCO the said Assignor and the PROMOTERS, CIDCO Ltd accepted the Promoters as the new

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licensee of the said plot and granted permission for transfer of Lease of the said plot in favour of the Promoters upon such terms and conditions as contained in the said Tripartite Agreement. The said Tripartite Agreement is registered with the concerned Sub Registrar of Assurances under serial number URAN / 5355 / 2007 dated 31-07-2007.

k) In the circumstances, the Promoters are entitled to develop the said plot by constructing a building as per the building plans that shall be sanctioned.

l) In the Circumstances, subject to the compliance of the terms & conditions of the said earlier Agreement & Tripartite Agreement dated 31st July, 2007 in respect of the plot, the title of **M/S. KESAR REALTY PVT LTD.,** to the above plot is clear & marketable & free from all registered encumbrances.

THE SCHEDULE ABOVE REFERRED TO

Plot NO 264, 265 and 266 , Sector 10, Kharghar, Taluka Panvel, District Raigad admeasuring 13381.75 Sq. Mts. of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme , and bounded as follows that is to say:-

On or towards the North by :- Plot no 161 & 162

On or towards the South by :- Plot no 267

On or towards the East by :- Plot no. 263

On or towards the West by :- Plot no. 268

DATED THIS 2nd DAY OF NOVEMBER 2007

For Himanshu Bheda & Co.



Proprietor.