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इतर पावती

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पावती क्र.: 1623

दिनांक: 18/06/2016

गावाचे नाव: उरण

दस्तऐवजाचा अनुक्रमांक: उरन-0-2016

दस्तऐवजाचा प्रकार :

दर करणाऱ्याचे नाव: अॅड. आर.आर. जिंदाल

वर्णन शोध अर्ज क्र. 599/2016, मौजे द्रोणागिरी उरण, ता. उरण, जि. रायगड येथील प्लॉट नं. 25 सेक्टर 53

शोध व निरीक्षण

रु. 325.00

एकूण:

रु. 325.00

  
Sub-Registrar, Uran  
**दुष्यम निबंधक उरण**

1); देयकाचा प्रकार: eChallan रक्कम: रु.325/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001738348201617E दिनांक: 11/06/2016

बँकेचे नाव व पत्ता:

6/18/2016


DT.04.08.2016

**SEARCH REPORT CUM**  
**TITLE CLEARANCE CERTIFICATE**

OF PLOT NO.25, SECTOR-53,  
DRONAGIRI, NAVI MUMBAI.

I have carried out search of title of the Plot No.25, situated at Sector-53, Dronagiri, Navi Mumbai, admeasuring 649.98 Sq. Mtrs. (hereinafter referred to as the PLOT) which now stands in the name of 1) M/S. VILLA & ASSOCIATES, having address at 505 Ambience Court, Plot No.2, Sector No.19D, Opp. Vashi RTO Office, Vashi, Navi Mumbai – 400 705, 2) M/S. SHREE KHODIYAR DEVELOPERS, having address at D-24/2:12, Sector No.48, Nerul, Navi Mumbai, at the office of Sub-Registrar of Assurances Uran for the last 13 years (from 2004 to 2016), dt. 18.06.2016, vide Search Report No.599/2016, receipt No.1623, also in the Office of CIDCO and I have submit my observation as under:

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, 2<sup>nd</sup> 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: 7<sup>th</sup> March, 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 1) SMT. VIMAL DATTARAM TANDEL, 2) SHRI. PRADEEP DATTARAM TANDEL, 3) SHRI. NANDKUMAR DATTARAM TANDEL, 4) SHRI. SANDEEP DATTARAM TANDEL, (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.25, Sector-53, admeasuring 649.98 Sq. Mtrs. at village Dronagiri, Taluka-Uran, Dist. Raigad, (hereinafter referred to as 'THE SAID PLOT'). THE ORIGINAL Allottees paid the Premium in full agreed to be paid to the Corporation.

  
PARTNER  
**JINDAL & JINDAL**  
B-3/60V-02/03, Opp. Abhudaya Bank, Sector 2, Vashi, Navi Mumbai 400705  
B-3/02/07/02/03, Sector-2, Vashi, Navi Mumbai. Email: jindaloffice@gmail.com • Website: www.rjindal.com

4. The said Agreement to Lease dated 7<sup>th</sup> March, 2008 has been Registered at the Office of Sub Registrar Assurances Uran, Vide Receipt No.212, Document No.509/2008, Dated: 07.03.2008.
5. The Physical possession of the said 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.
6. By First Tripartite Agreement dated 19<sup>th</sup> June, 2008 between the CIDCO THE FIRST PART 1) SMT. VIMAL DATTARAM TANDEL, 2) SHRI. PRADEEP DATTARAM TANDEL, 3) SHRI. NANDKUMAR DATTARAM TANDEL, 4) SHRI. SANDEEP DATTARAM TANDEL, Original Allottees of the SECOND PART & the M/S. ISWAR ENTERPRISES, though its Proprietor MR. ISWAR MAVJI PATEL, 'the New Licensee' of THE THIRD PART.
7. The said Tripartite Agreement dated 19<sup>th</sup> June, 2008 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.0442762, Document No.1853/08, Dated. 19.06.2008.
8. The CIDCO has transferred the said Plot in favour of M/S. ISWAR ENTERPRISES, though its Proprietor MR. ISWAR MAVJI PATEL, vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI/940/2009, Dated : 24.09.2009.
9. By Second Tripartite Agreement dated 04<sup>th</sup> February, 2015 between the CIDCO THE FIRST PART, M/S. ISWAR ENTERPRISES, though its Proprietor MR. ISWAR MAVJI PATEL, the New Licensee of the SECOND PART & the M/S. VILLA & ASSOCIATES, through its Partners 1) MR. RAKESH KUMAR PATNI (HUF) through its Karta MR. RAKESH KUMAR PATNI, 2) M/S. VILLA CITY BUILDERS LLP, through its designated partner MR. PRABHULAL KHETSHI PATEL, 'the Subsequent New Licensees' of THE THIRD PART.
10. The said Tripartite Agreement dated 04<sup>th</sup> February, 2015 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.234, Document No.Uran-182-2015, Dated. 06.02.2015.
11. The CIDCO has transferred the said Plot in favour of M/S. VILLA & ASSOCIATES, through its Partners 1) MR. RAKESH KUMAR PATNI (HUF) through its Karta MR. RAKESH KUMAR PATNI, 2) M/S. VILLA CITY BUILDERS LLP, through its designated partner MR. PRABHULAL KHETSHI PATEL, vide CIDCO Letter No.CIDCO/VASAHAT/12.5%SCHEME/DRONAGIRI/940/2015, Dated: 16.02.2015.

PARTNER

**JINDAL & JINDAL**  
LAW FIRM

8376/01-02, Opp. Abhudaya Bank, Sector 2, Vashi, Navi Mumbai 400705  
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Vashi, Navi Mumbai.

12. By Third Tripartite Agreement dated 18<sup>th</sup> May 2016 between the CIDCO THE FIRST PART, M/S. VILLA & ASSOCIATES, through its Partners 1) MR. RAKESH KUMAR PATNI (HUF) through its Karta MR. RAKESH KUMAR PATNI, 2) M/S. VILLA CITY BUILDERS LLP, through its partners i) MR. PRABHULAL KHETSHI PATEL, ii) MR. LALJI AKHAI BERA, iii) MR. KARAN SUDHIR BHATT, iv) M/S. EMPIRE BUILDERS & DEVELOPERS, through its Partner MR. KETAN VINOD VYAS, the Subsequent New Licensees of the SECOND PART & the M/S. SHREE KHODIYAR DEVELOPERS, through its partners 1) MR. MUKESH VELJIBHAI BHUVA, 2) MR. ARVIND BATUKBHAI MENDAPARA, 3) MR. CHIRAG K. PARVADIA, 4) MR. ALPESH K. KOTADIYA, 'the Subsequent New Licensees No.1' of THE THIRD PART. The said Subsequent New Licensees have assigned their 50% 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.
13. The said Tripartite Agreement dated 18<sup>th</sup> May 2016 has been Registered at the Office of Sub Registrar Assurance Uran, vide Receipt No.1368, Document No.Uran-834-2016, Dated. 24.05.2016.
14. The CIDCO has transferred 50% rights and interests of the said Plot in favour of M/S. SHREE KHODIYAR DEVELOPERS, through its partners 1) MR. MUKESH VELJIBHAI BHUVA, 2) MR. ARVIND BATUKBHAI MENDAPARA, 3) MR. CHIRAG K. PARVADIA, 4) MR. ALPESH K. KOTADIYA, vide CIDCO Letter No.CIDCO/VASAHAT/ 12.5% SCHEME/DRONAGIRI/ 940/2016/9336, Dated: 07.06.2016.
15. The Builders have entrusted the architect works to "INSPIRE" (hereinafter called "The Said Architect") to develop, design and lay down specifications for construction of the building on the said plot.
16. The City and Industrial Development Corporation of Maharashtra Limited (CIDCO), by its development permission-Cum-Commencement Certificate under Reference No. CIDCO/BP-13449/TPO(NM&K)/2015/1335, Dated:23.11.2015, granted its permission to develop the said plot and to construct a building for residential proposes 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.
17. The Building being constructed on the said Plot shall be known as "AANGAN VILLA".

**JINDAL & JINDAL**  
LAW FIRM  
B-3/6/01-02, Sector-2,  
Vashi, Navi Mumbai.

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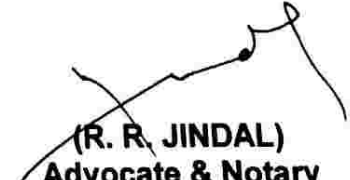
18. I have made the oral enquiries from the Builders regarding the loan and if any case is pending in the court of law then the Builders replied in negative.

### SCHEDULE

All that piece or parcel of land known as Plot No.25, Sector-53, in Village Dronagiri, Navi Mumbai of 12.5% (Erstwhile Gaothan Expansion Scheme) containing measurement 649.98 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

- On or towards the North By : Plot No.24A  
On or towards the South By : 11.00 mtrs. wide Road  
On or towards the East By : 3 meter pathway  
On or towards the West By : Plot No.26

I am, thereof, of the opinion that the title of the said Plot No.25, situated at Sector-53, Dronagiri, Navi Mumbai, admeasuring 649.98 Sq. Mtrs., now stands in the name 1) M/S. VILLA & ASSOCIATES, through its Partners a) MR. RAKESH KUMAR PATNI (HUF) through its Karta MR. RAKESH KUMAR PATNI, b) M/S. VILLA CITY BUILDERS LLP, through its partners i) MR. PRABHULAL KHETSHI PATEL, ii) MR. LALJI AKHAI BERA, iii) MR. KARAN SUDHIR BHATT, iv) M/S. EMPIRE BUILDERS & DEVELOPERS, through its Partner MR. KETAN VINOD VYAS, 2) M/S. SHREE KHODIYAR DEVELOPERS, through its partners a) MR. MUKESH VELJIBHAI BHUVA, b) MR. ARVIND BATUKBHAI MENDAPARA, c) MR. CHIRAG K. PARVADIA, d) MR. ALPESH K. KOTADIYA, 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  
B-3/6/01-02 Sector-2,  
Vashi, Navi Mumbai.

BJR/441/SEARCH