

**T.R. TAMLURKAR**

**Mob.: 9820840473.**

**B.A. L.L.B**

**Shop No.05,**

**Sec.-34**

**Mansarovar complex ,  
Panvel-410209.**

**ADVOCATE HIGH COURT**

**REPORT ON TITLE**

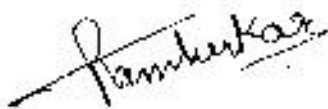
**TO WHOMSOEVER IT MAY CONCERN**

**Sub: - Report on Title in respect of piece or parcel of land bearing Plot No. 69 & 70, in Sector - 20 at Village / Site Roadpali of 12.5% (Erstwhile Gaothan Expansion Scheme), cumulatively admeasuring 7249.58 Square meters or thereabouts.**

**THIS IS TO CERTIFY** that I have perused the documents of (1) **M/S. VEENA CONSTRUCTION**, a Proprietary Firm of **MR. ATMARAM NAMDEV PATIL**, having its address at **KL-2, Building No.32/1,2, Sector-5, Kalamboli, Tal-Panvel, Dist-Raigad** and (2) **M/S GREENSCAPE DEVELOPERS PVT. LTD.**, a Private Limited Company registered under the Companies Act, 1956, having its address at **1801, CYBER-ONE, Plot No. 4 & 6, Sector -30 A, International Infotech Park, Vashi, Navl Mumbai**, in respect of piece or parcel of land bearing Plot No. 69 & 70, in Sector - 20 at Village / Site Roadpali of 12.5% (Erstwhile Gaothan Expansion Scheme), cumulatively admeasuring 7249.58 Square meters or thereabouts (hereinafter referred to as the said Plot)

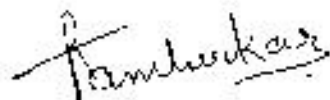
I have inspected the Photocopies of the following Documents:-

1. Agreement to Lease dated 04-11-2008.
2. Tripartite Agreement dated 30-12-2014.
3. Transfer Letter dated 08-01-2015 issued by CIDCO Ltd.
4. Suit No. 138/2011 & 180/2016
5. Search Report dated 21-12-2015.
6. Deed of Confirmation dated 17-07-2017,
7. Power of Attorney both dated 17-07-2017.



The manner in which (1) M/S. VEENA CONSTRUCTION and (2) M/S GREENSCAPE DEVELOPERS PVT. LTD. have jointly acquired Leasehold Title in respect of the said plot is narrated as under

1. 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 Ltd.") 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.
2. 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.
3. 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.
4. By an Agreement to Lease dated 4<sup>th</sup> November, 2008 executed by and between the said Corporation / CIDCO Ltd and Mr. Prabhakar Madhu Patil & Others, all adults, Indian Inhabitants, having their common address at Roadpali, Post. Navade, Tal - Panvel Dist - Raigad, therein called "the Licensees" (hereinafter referred to as the said Original Licensees), the CIDCO Ltd. agreed to grant to the said Original Licensees, a lease in respect of all that piece or parcel of land bearing Plot No 69 & 70, in Sector - 20 at Village / Site Roadpali (Kalamboli) of 12.5% (erstwhile Gaothan Expansion Scheme) cumulatively admeasuring 7249.58 Square meters or thereabouts (hereinafter collectively referred to as



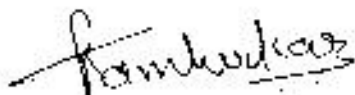
the said Plot) and is more particularly described in the Schedule hereunder written for residential cum commercial purpose on 60 years Lease, under 12.5% Scheme (GES) for such lease premium and upon such terms and conditions as contained in the said Agreement to Lease. Subsequent to the execution of the said Agreement to Lease, some of the executants therein/ Original Licensees expired and hence at the time of registration of the said Agreement to Lease their legal heirs were brought on record. The said Agreement to Lease is registered with Sub Registrar of Assurances under Serial No. Panvel 4- 9869-2014 dated 20-10-2014.

5. Thereafter, by a Tripartite Agreement dated 30-12-2014 executed between CIDCO Ltd., the said Original Licensees namely, 1) Mr. Prabhakar Madhu Patil, 2) Smt. Kunda Anant Thakur, 3) Smt. Nagubai Ambaji Naik, 4) Mr. Umesh Ambaji Naik, 5) Mr. Sharad Ambaji Naik, 6) Mr. Naresh Ambaji Naik, 7) Smt. Jyoti Gopinath Patil, 8) Mr. Vikas Laxman Naik, 9) Smt. Chhaya Laxman Naik, 10) Mr. Bhushan Laxman Naik, 11) Smt. Muktabai (Muka) Mukund Naik, 12) Smt. Janabai Manglya Thakur, 13) Mr. Nilesh Shanivar Bhopi, 14) Smt. Baymabai Sakharan Madvi, 15) Smt. Manisha Dashrath Patil, 16) Mr. Vighnesh Dashrath Patil, 17) Smt. Nikita Dashrath Patil, 18) Smt. Ankita Dashrath Patil, 19) Smt. Shantabai Shukracharya Patil, 20) Mr. Sandip Shukracharya Patil, 21) Mr. Satish Shukracharya Patil, 22) Smt. Vanita Ragho Patil, 23) Mr. Ranjeet Ragho Patil, 24) Mr. Sanjay Ragho Patil, 25) Mr. Sachin Ragho Patil, 26) Mr. Sameer Ragho Patil, 27) Smt. Indra Prakash Patil for self and as a natural Guardian of (i) Mr. Naresh Prakash Patil, (ii) Mr. Sudesh Prakash Patil and (iii) Mr. Ganesh Prakash Patil, 28) Mr. Gangaram Manglya Patil, 29) Smt. Bai Manglya Patil, 30) Smt. Draupadi Manglya Patil, 31) Smt. Sangita Manglya Patil, 32) Smt. Nagubai Batav Kondilkar, 33) Shri. Dilip Batav Kondilkar, 34) Datta Batav Kondilkar, 35) Shri. Manoj Batav Kondilkar, 36) Smt. Swati Santosh Gharat, 37) Mr. Tulshiram Balya Kondilkar, 38) Mr. Hanshchandra Balya Kondilkar, 39) Smt. Manibai Dattu Patil, 40) Mr. Dattu Almaram Patil, 41) Mr. Ambo Govind Patil, 42) Mr. Ragho Govind Patil, 43) Mr. Bhagwan Hirya Khuterkar, 44) Mr. Ramdas Changu Bhoir, 45) Mr. Kamalakar Changu Bhoir, 46) Mr. Bhagwan Changu Bhoir, 47) Smt. Sonubai Natha Bhoir, 48) Mr. Minnath Natha Bhoir, 49) Mr. Sanjay Natha Bhoir, 50) Mr. Rajesh Natha Bhoir, 51)

*Tamlurkar*

Mr. MachhindraNathaBhoir, 52) Mr. HalyaGovindBhoir, 53) Mr. HiranDinkar (Dudya) Bhoir, 54) Mr. Ramesh Dinkar (Dudya) Bhoir, 55) Mr. EknathDinkar (Dudya) Bhoir, 56) Smt. DraupadiGopinathGharat, 57) Smt. LataDinkar (Dudya) Bhoir, 58) Mr. BabanUndir alias UmakantBhoir, 59) Mr. VamanUndir alias UmakantBhoir, 60) Mr. Kana Undir alias UmakantBhoir, 61) Smt. KarunaUndirBhoir alias KarunaDnaneshwarGikar, 62) Smt. DhanubaiBalaramKadu, 63) Smt. Hausabai Jana (Janardhan) Thakur, 64) Mr. Nitesh Jana (Janardhan) Thakur, 65) Mr. Pravin Jana (Janardhan) Thakur and 66) Smt. Reshma Jana (Janardhan) Thakur AND (1) M/s. Veena Construction and (2) M/s Greenscape Developers Pvt. Ltd., the CIDCO Ltd. agreed to accept and substitute the (1) M/s. Veena Construction and (2) M/s Greenscape Developers Pvt. Ltd. herein jointly as the New Licensees in respect of the said plot in the ratio of 50 : 50% upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No – PVL4- 69 -2015 dated 02-01-2015.

- 6 The CIDCO Ltd., vide its letter dated 08-01-2015 bearing reference no. CIDCO/VASAHAT/SATYO/ROADPALI/91+53+175+22+108+158+119+142 (P)+115+134+98/2015, has transferred the said plot in favour of (1) M/s. Veena Construction and (2) M/s Greenscape Developers Pvt. Ltd. jointly upon such terms and conditions as contained therein.
7. Pursuant thereto, (1) M/S. VEENA CONSTRUCTION AND (2) M/S GREENSCAPE DEVELOPERS PVT LTD. both became well and sufficiently entitled to the said plot jointly.
8. In the above circumstances, (1) M/s. Veena Construction and (2) M/s Greenscape Developers Pvt. Ltd. are jointly the New Licensees in respect of the said Plot and are entitled to jointly develop the said plot by constructing a building/s as per the building plans sanctioned by the concerned authority as per the terms of Agreement for Joint Development.
- 9 As per studies , we found two cases relating to this property i.e. 138/2011 and 180/2016. Suit No. R C.S. No. 138/20111 which is settlement by Mediation. and disposed on 03.05 2013. And Spl. Civil.Suit No.180 /2016 which is



pending in Civil Court Senior Division, Panvel Court, but there is order on Exh.5 on dated 08.02.2017, on which Application Exh.5 stands disposed off in terms of an interim injunction directing defendant no.8 to keep the construction upon the part of the property, safe and secure which shall not be alienated or otherwise dealt with by defendant No.8 in any manner till the final disposal of the suit.

10. At the request of (1) M/s. Veena Construction and (2) M/s Greenscape Developers Pvt. Ltd., the Search Clerk Mr. VinayMankame has taken search in the Sub Registrar Offices in respect of the said plot. The Search Clerk has submitted his Report, vide his letter dated 21-12-2015, wherein he has made following remarks.-

| <b>TRANSACTION<br/>(Sub-Registrar, Panvel – 1)</b>  |
|---|
| 1) In Sub Registrar Panvel 1 from 2007 to 2015 in last i.e. 9 years as according to available records all records had been checked. |
| 2) Current year 2015 record is not ready.   |

| <b>TRANSACTION<br/>(Sub-Registrar, Panvel – 2)</b>  |
|---|
| 1) In Sub Registrar Panvel 2 from 2007 to 2015 in last i.e. 9 years as according to available records all records had been checked. |
| 2) Current year 2015 record is not ready.   |

| <b>TRANSACTION<br/>(Sub-Registrar, Panvel – 3)</b>  |
|---|
| 1) In Sub Registrar Panvel 3 from 2007 to 2015 in last i.e. 9 years as according to available records all records had been checked. |
| 2) Current year 2015 record is not ready  |

| <b>TRANSACTION<br/>(Sub-Registrar, Panvel – 4)</b> |
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*Vinay Mankame*

- 1) In Sub Registrar Panvel 4 from 2012 to 2015 in last i.e. 4 years as according to available records all records had been checked
- 2) Current year 2015 record is not ready

**TRANSACTION****(Sub-Registrar, Panvel - 5)**

- 1) In Sub Registrar Panvel 5 from 2013 to 2015 in last i.e. 3 years as according to available records all records had been checked.
- 2) Current year 2015 record is not ready

According to the above Schedules, the entries found by the Search Clerk are as follows:

|                             |   |
|-----------------------------|---|
| Village                     | Roadpali  |
| Sub Registrar Office        | Panvel - 1  |
| Nature of Deed              | Notice of LisPendens  |
| Property description        | Plot no. 69 & 70, Sector - 20 at Village / Site Roadpali, Navi Mumbai, Taluka-Panvel, DistRaigad. |
| Area                        | 7249.58 Sq. mtrs  |
| Name of the Executing Party |   |
| Name of the Claiming Party  | M/s. Greenscape Developers  |
| Date of Execution           | 24-06-2011  |
| Date of Registration        | 29-06-2011  |
| Serial no./ Volume and page | 8578/2011   |
| Value                       | 0/-   |
| Market Value                | 0/-   |
| Stamp Duty                  | 200/-   |
| Registration fees           | 100/-   |

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| Village                     | Roadpali   |
|-----------------------------|--|
| Sub Registrar Office        | Panvel - 4   |
| Nature of Deed              | Agreement to Lease   |
| Property description        | Plot no. 69 & 70, Sector - 20 at Village /<br>Site Roadpali, Navi Mumbai, Taluka-<br>Panvel, DistRaigad. |
| Area                        | 7249.58 Sq. mtrs   |
| Name of the Executing Party | CIDCO Ltd  |
| Name of the Claiming Party  | Mr. PrabhakarMahaduPatil&Patil& Others   |
| Date of Execution           | 04-08-2014   |
| Date of Registration        | 17-10-2014   |
| Serial no./ Volume and page | 9889/2014  |
| Value                       | 108744 /-  |
| Market Value                | 108744 /-  |
| Stamp Duty                  | 6000 /-  |
| Registration fees           | 1100 /-  |

| Village                     | Roadpali   |
|-----------------------------|--|
| Sub Registrar Office        | Panvel - 4   |
| Nature of Deed              | Tripartite Agreement   |
| Property description        | Plot no. 69 & 70, Sector - 20 at Village /<br>Site Roadpali, Navi Mumbai, Taluka-<br>Panvel, DistRaigad. |
| Area                        | 7249.58 Sq. mtrs   |
| Name of the Executing Party | Mr. PrabhakarMahaduPatil&Patil& Others<br>& CIDCO Ltd.   |
| Name of the Claiming Party  | M/s Veena Constructions &<br>M/s Greenscape Developers   |
| Date of Execution           | 30-12-2014   |
| Date of Registration        | 02-01-2015   |
| Serial no./ Volume and page | 69/2015  |
| Value                       | 108744 /-  |
| Market Value                | 27,52,31,000 /-  |
| Stamp Duty                  | 11015000 /-  |
| Registration fees           | 30,000 /-  |

*Prabhakar*

11. In the circumstances, subject to the compliance of the terms & conditions of the said Agreement to Lease dated 04-11-2008, Tripartite Agreement dated 30-12-2014, CIDCO Ltd Transfer Letter dated 08-01-2015 and subject to the remarks mentioned in the said Search Report dated 21-12-2015, the title of (1) **M/S. VEENA CONSTRUCTION AND (2) M/S GREENSCAPE DEVELOPERS PVT. LTD.** to the said plot is clear & marketable & free from all registered encumbrances

**THE SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** pieces or parcels of lands bearing Plot No. 69 & 70 in Sector - 20 at Village / Site Roadpali of 12.5% (Erstwhile Gaothan Expansion Scheme) cumulatively admeasuring 7249.58 Square meters or thereabouts and bounded as follows:

On or towards the North by : 11 Mts. wide Road  
On or towards the South by : Plot No 71  
On or towards the East by : Plot No 68, 67  
On or towards the West by : 20 Mts. wide Road

DATED THIS 20<sup>th</sup> DAY OF July, 2017.



**TRUPTI TAMLURKAR**  
(ADVOCATE HIGH COURT)