



To,  
MahaRERA  
Mumbai  
Maharashtra.

## LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that peice and parcel of land bearing Plot No.3, Sector 5 admeasuring 1699.51 square meters or thereabout, situte at Ulwe Node, Taluka Panvel, District Raigad (hereinafter referred to as "**the said Plot**").

1. I have investigated the title of the said Plot on the request of **SHREENATHJI ORGANISERS PRIVATE LIMITED ("SOPL")** (CIN:U45201GJ2007PTC049959), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at B-47, Shaktidhara Society, Behind Dinesh Chambers, Thakkarnagar Road, Bapunagar, Ahmedabad, Gujrat 382350 and corporate office at V Times Square, 13<sup>th</sup> Floor, Plot No.3, CBD Belapur, Navi Mumbai 400614.
2. In the course of investigation, I have caused online and physical searches to be taken through Advocate Navin V. Dhongadi in respect of the said Plot on IGR website and in the offices of the Sub-Registrar of Assurance at Panvel from the year 2010 to 2021. The search is subject to the availability of records.
3. While investigation of Title of the said Plot, I have relied on the Public Notices issued by Advocate Navin V. Dhongadi in local Marathi daily newspaper "Vadalwara" and English weekly newspaper "Raigad Today" both dated August 10, 2021 published on August 11, 2021 and August 12, 2021 respectively and No Claim Certificate dated 25<sup>th</sup> August, 2021 by Advocate Navin V. Dhongadi stating he has not received any objection to the aforesaid public notices.
4. SOPL has given a declaration dated August 13, 2021 therein *inter alia* declaring that no charge of whatsoever nature or mortgage is created in



respect of the said Plot and except the litigation elaborated in title flow of the said Plot in Annexure "A" to this Report there is no other dispute and/or any other litigation pending and/or any claim is raised or pending.

5. I have in the course of my investigation assumed the authenticity and completeness of all documents furnished to me and the authenticity of the signatures of all the executing parties to such documents.

6. I have in the course of my investigation relied on the copies of documents made available to me which are more particularly listed hereinbelow and rendered my opinion only on the basis of documents perused by me.

(i) Agreement to Lease dated January 20, 2011 duly registered at the office of the Sub-Registrar of Assurances at Panvel under Serial No.PVL-2/760 of 2011 made between City and Industrial Development Coporation of Maharashtra, therein referred to as the Corporation of the One Part and Smt. Savitribai Ramdas Roadpalkar and Smt. Changubai Dattatreya Patil, therein referred to as Licensee of the Other Part;

(ii) Tripartite Agreement dated March 1, 2018 duly registered at the office of the Sub-Registrar of Assurances at Panvel under Serial No.PVL/2115 of 2018 made between City and Industrial Development Coporation of Maharashtra through Court Commissioner Mr. Santosh M. Lad appointed as the commissioner for the corporation vide the order dated February 9, 2018 passed by the Ld. Joint Civil Judge (Senior Division) Panvel below Exhibit 45 in Exeuction Application (Special Darkhast) No.57 of 2014 in execution decree dated July 21, 2008 passed in Special Civil Suit No.175 of 2006, therein referred to as the Corporation of the First Part and Smt. Savita alias Savitribai Ramdas Roadpalkar, Shri. Girish Dattatray Patil, Shri. Nishant Dattatraya Patil and Smt.



Chitra Ravindra Bhoir, therein referred to as the Original Licensee of the Second Part through Court Commissioner Mr. Amit S. Patil appointed as the commissioner on behalf or original licensee vide order dated July 23, 2015 passed by the Ld. Joint Civil Judge (Senior Division) Panvel below Exhibit -6 in Exeuction Application (Special Darkhast) No.57 if 2014 in exeuction of decree dated July 21, 2008 passed in Special Civil Suit No.175 of 2006, and M/s. Neel Developers a partnership firm through its partner Mr. Vilas Madanlal Kothari, therein referred to as the New Licensee of the Third Part;

- (iii) Final transfer order dated June 4, 2019 bearing Ref. No. CIDCO / VASAHAT / SATYO / ULWE / 1627 / 2019 / 4381 of CIDCO confirming the transfer of the said Plot in favor of M/s. Neel Developers, subject to the terms and conditions set out therein;
- (iv) Possession Receipt dated 17<sup>th</sup> March, 2018 issued by Mr. Santosh M. Lad, court receiver in favour of M/s. Neel Developers;
- (v) Legal opinion dated 26<sup>th</sup> June, 2019 by Sunil Jayakar & Associates, Advocates to M/s. Neel Developers;
- (vi) Tripartite Agreement dated November 20, 2019 duly registered at the office of Sub-Registrar of Assurances at Panvel under Serial No. PVL-3/16974 of 2019 made between City and Industrial Development Corporation of Maharashtra Limited, therein referred to as the Corporation of the First Part and M/s. Neel Developers a partnership firm through its partners Mr. Vilas Madanlal Kothari and Mr. Sanjay Vasantlal Kothari, therein referred to as the New Licensees of the Second Part and Shreenathji Organisers Private Limited, therein referred to as the Subsequent New Licensees of the Third Part;



- (vii) New Final transfer order dated November 28, 2019 bearing Ref. No. CIDCO / VASAHAAT / SATYO / ULWE / 1627 / 2019 / 7632 confirming the transfer of the said Plot in favor of Shreenathji Organisers Private Limited, subject to the terms and conditions set out therein;
- (viii) Deed of Assignment dated December 5, 2019 made between M/s. Neel Developer, therein referred to as Assignor of the One Part and Shreenathji Organisers Private Limited, therein referred to as the Assignee of the Other Part.

7. The report reflecting the flow of title of SOPL to the said Plot is enclosed herewith as Annexure "A".

Based on the steps taken for investing the title of SOPL to the said Plot and subject to:

- (i) pending litigation as stated in title flow of the said Plot in Annexure "A" hereto; and
- (ii) compliance of the terms and conditions of Agreement to Lease dated January 20, 2011 read with Tripartite Agreement dated March 1, 2018 and Tripartite Agreement dated November 20, 2019.

I am of the opinion that title of **SHREENATHJI ORGANISERS PRIVATE LIMITED** to the said Plot is clear and marketable.

Dated this 28<sup>th</sup> day of August, 2021



**Mr. Shrikant M. Kherkar**  
Advocate

Encl: Annexure "A"

## ANNEXURE "A"

**FLOW OF TITLE** in respect of all that peice and parcel of land bearing Plot No.3, Sector 5 admeasuring 1699.51 square meters or thereabout, situate at Ulwe Node, Taluka Panvel, District Raigad (hereinafter referred to as "**the said Plot**").

A. The City and Industrial Development Corporation of Maharashtra Limited is a company incorporated under the Companies Act, 1956 (I OF 1956) and having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai 400021 (hereinafter referred to as "**the CIDCO**") is the New Town Development Authority for the area designated as the site for the new towns of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (ACT NO. XXXVII OF 1966);

B. The Government of Maharashtra acquired lands owned by one Hira Balu Gadkari and in pursuance whereof the Special Land Acquisition officer, Metro Centre, Panvel, passed awards bearing no. 611, 52(C), 48B, 6+7D, 57A under SECTION 11 of the Land Acquisition Act, 1894 and paid compensation to the said Hira Balu Gadkari.

The description of the acquired Lands ("**said Lands**") and awards is as follows:

Sr. No.	Village	Award No.	Survey Number/ Hissa Number	Area (H-R-P)
1	Vahal	611	443/1	1-00-0
2		52 C	4/15	0-02-4
3	Kharkopar	48B	3/5	0-46-7
4		6+7D	4/9	0-39-6
5		57A	4/5	0-05-9

By Government of Maharashtra Resolution, Urban Development Department No. LQN / 1985 / 1710 / CR - 217 / 85 / NAVI - 10 dated





06.03.1990 and the subsequent Government Resolution dated 28.10.1994, the Government took a policy decision to allot plots to the project affected persons under the *Gaothan* Expansion (12.5 %) Scheme, in lieu of the lands acquired for the CIDCO's Navi Mumbai Project.

In pursuance of the said 12.5% scheme of CIDCO, the said Hira Balu Gadkari became entitled to get a developed plot of land of area admeasuring 1699.5 (approx. 1,700 sq. meters) at Ulwe - Sonkhar Node as compensation under 12.5% Scheme of the CIDCO.

- C. In or about year 2002, by and under an Agreement dated 9<sup>th</sup> April, 2002 ("**2002 Agreement**") Mr. Hira Balu Gadkari had agreed to sale, transfer, convey, assure and assign the developed plot that he would be getting in lieu of acquisition of his said Lands by the CIDCO in favour of M/s. Neel Developers for the consideration and on the terms and conditions therein stated. The said 2002 Agreement was also executed by Savita Ramdas Rodpalkar one of the legal heirs of Late Hira Gadkari;
- D. Hira Balu Gadkari died sometime in the year 2002 leaving behind his daughters viz. Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil as his only heirs and legal representatives;
- E. M/s. Neel Developers, thereafter, requested Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil to complete and honour the transaction as agreed under the said 2002 Agreement by their deceased father Hira Balu Gadkari. But the same was denied by Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil and instead expressed their willingness to sale the said Lands alongwith all benefits, entitlement and advantages of the plot that would be allotted to them to other third party;
- F. M/s. Neel Developers, being aggrieved by the denial of Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil to perform the said 2002 Agreement, filed Spécial Civil Suit No.175 of 2006 in Civil Court, Panvel against (1) Sau. Savita Ramdas Rodpalkar, (2) Sau.



Changuna Dattatrey Patil and 3) Chief Land Survey Officer CIDCO, (“**Defendants**”) for specific Performance of the said 2002 Agreement with alternative relief of Damages (“**said Suit**”);

G. The said Suit was decreed on July 21, 2008 and in terms thereof the court had allowed specific performance of the said 2002 Agreement by passing the following order:

(i) Defendant No.1 and 2 therein i.e. (1) Sau. Savita Ramdas Rodpalkar and (2) Sau. Changuna Dattatrey Patil were directed to complete the contract agreed under the said Agreement dated 9<sup>th</sup> May, 2002 with permission of Defendant No. 3 therein i.e. Chief Land Survey Officer, CIDCO and execute tripartite agreement with the Plaintiff therein i.e. M/s. Neel Developers in respect of Plot admeasuring approx. 1,700 sq. Mtrs.

(ii) In the event Defendant No.1 and 2 i.e. (1) Sau. Savita Ramdas Rodpalkar and (2) Sau. Changuna Dattatrey Patil failed to execute tripartite agreement in favour of the Plaintiff therein i.e. M/s. Neel Developers, then Plaintiff was entitled to execute the same by appointing court commissioner with the permission of Defendant No. 3 i.e. Chief Land Survey Officer, CIDCO.

(iii) Till the execution of tripartite agreement Defendant No.1 and 2 i.e. Sau. Savita Ramdas Rodpalkar and Changuna Dattatrey Patil or their agents and servants were restrained from transferring the suit property in favour of third party.

H. Being aggrieved by the order dated 21<sup>st</sup> July 2008 passed in the said Suit No.175 of 2006, Mrs. Savita Ramdas Rodpalkar and Mrs. Changuna Dattatrey Patil (“**Appellants/Applicants**”) filed First Appeal No. 2091 of 2008 in the High Court of Judicature at Bombay against (1) M/s. Neel Developers, (2) Mr. Vilas Madanlal Kothari and (3) CIDCO and alongwith said Appeal also filed Civil Application No. 5372 of 2008 for grant of stay to the order dated 21<sup>st</sup> July 2008;



I. Thereafter, the High Court of Judicature at Bombay passed the following order on 25<sup>th</sup> November 2008 in Civil Application No. 5372 of 2008:

(i) Applicants were allowed to serve notice to Mr. Vilas Kothari (Respondent No. 2) and CIDCO (Respondent No. 3) by private service;

(ii) Ad-interim relief granted with the condition that applicants shall not sell, transfer, alienate and create third party interest or part with possession of the suit property.

J. During the subsistence of Ad-interim relief of High Court at Bombay, Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil executed Agreement with M/s. Shruti Enterprises on 17<sup>th</sup> February 2010 for transfer of the plot admeasuring approx. 1,700 sq.mtrs to be allotted to them under the 12.5% scheme of CIDCO in favour of M/s. Shruti Enterprises;

K. In the meantime, in lieu of acquisition of above referred lands and declaration of Awards thereof, the legal heirs of Mr. Hira Babu Gadkari Sau. Savita Ramdas Rodpalkar and Sau. Dattatrey Patil were allotted developed plot of land being Plot No. 3 admeasuring 1699.5 sq.mtrs. at Ulwe Node, Sector 5, Taluka Panvel, District Raigad, Maharashtra;

L. Pursuant to the allotment of the plot, by and under an Agreement to Lease dated 20<sup>th</sup> January, 2011 duly registered with the office of Sub-Registrar of Assurances at Panvel on 21<sup>st</sup> January, 2011 under Serial No. PVL-2/760 of 2011 made and executed between the CIDCO therein referred to as Corporation of the One Part and Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil therein referred to as the Licensees of the Other Part; the CIDCO agreed to grant to the said Licensees a lease in respect of Plot No.3, admeasuring 1699.51 sq. mtrs. situate at Sector 5, Ulwe Node, Taluka Panvel, District Raigad 410206 (hereinafter referred to as the "said Plot") for the term, lease premium, yearly reserved rent and on the terms and conditions therein stated;






- M. Thereafter, as a result of amendment to Bombay Civil Courts Act, 1869 the First Appeal No.2091 of 2008 was transferred to District Court Raigad, Alibag and was renumbered as Civil Appeal No. 378 of 2012;
- N. In Civil Appeal No.378 of 2012, application of Respondent No. 1 i.e. M/s. Neel Developers and Respondent No. 2 i.e. Mr. Vilas Madanlal Kothari for the appointment of court receiver was allowed by the Hon'ble Court on 1<sup>st</sup> February 2014 and accordingly Advocate Mr. Santosh M. Lad had been appointed as court receiver to recover the possession the said Plot from the Original Licensees viz. Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil;
- O. Further, in Civil Appeal No.378 of 2012, Respondent No. 1 i.e. M/s. Neel Developers and Respondent No. 2 i.e. Mr. Vilas Madanlal Kothari moved application under Order 39 Rule 11 for dismissal of appeal read with Section 141 (Exh. 19) before the District Court Raigad, Alibag against (1) Sau. Savita Ramdas Rodpalkar and (2) Sau. Changuna Dattatrey Patil since deceased through her legal heirs (2.1) Girish D. Patil, (2.2) Nishant D. Patil and (2.3) Chitra R. Bhoir, stating that Sau. Savita Ramdas Rodpalkar and Sau. Changuna Dattatrey Patil who caused contempt of order of Civil Court passed on 21<sup>st</sup> July 2008 in Special Civil Suit No.175 of 2006 and judicial order passed on 25<sup>th</sup> November 2008 in Civil Application No.5372 of 2008 and in violation of the said injunction order, executed Agreement with the M/s. Shruti Enterprises on 17<sup>th</sup> February 2010 and thereafter, Tripartite Agreement dated 7<sup>th</sup> November, 2013 bearing registration No.PVL-2/7249 of 2013 was also executed between Savitribai Ramdas Roadpalkar, Girish Dattatrey Patil, Nishant Dattatrey Patil, Chitra Ravindra Bhoir and M/s. R.S. Enterprises and CIDCO on 7<sup>th</sup> November 2013. Accordingly, the said Appeal was dismissed and said (Exh. - 19) application under Order 39 Rule 11 was allowed on 25<sup>th</sup> September 2014. Simultaneously order of appointment of court receiver was continued for next two months from the order;



P. In the year 2013, one M/s. Fiza Construction filed Special Civil Suit No. 486 of 2013 in Civil Court, Senior Division, Panvel against Savita Roadpalkar & others for specific performance of the Agreement dated 24<sup>th</sup> October, 2009 alleged to be made between Savita Roadpalkar & Changuna Dattatrey Patil and M/s. Fiza Construction in respect of the transfer of developed plot which was to be allotted to them by CIDCO. M/s. Neel Developers and its partner Mr. Vilas Madanlal Kothari got themselves impleaded in the said suit as intervening party under Order 1 Rule 10 of Civil Procedure Code. The said Suit appears pending as on date (the "**said Fiza Pending Litigation**");

Q.  It appears that in the year 2007, one Mr. Suryaprakash Agrawal filed Special Civil Suit No.150 of 2007 in Civil Court, Senior Division Panvel against Savita Roadpalkar & Changuna Dattatrey Patil for specific performance of the Agreement dated 4<sup>th</sup> January, 2006 alleged to be made between Savita Roadpalkar & Changuna Dattatrey Patil and Mr. Suryaprakash Agrawal in respect of the transfer of developed plot which was to be allotted to them by CIDCO. I have been informed that the said Suit came to be disposed of on 8<sup>th</sup> November, 2013 as withdrawn during or after evidence;

R. Thereafter, Savita Rodpalkar and others filed Writ Petition No. 546 of 2015 in High Court of Judicature at Bombay against M/s. Neel Developers and others as well as Appeal from the order bearing No. 1142 of 2014 with Civil Application No. 1378 and 1379 of 2014 filed by M/s. Shruti Enterprises in High Court of Judicature at Bombay against Savita Rodpalkar and others challenging the order passed on 25<sup>th</sup> September 2014 in Civil Appeal No. 378/2012 by District court Alibag, were dismissed vide order dated 13<sup>th</sup> October 2015 passed by the High Court of Judicature at Bombay;

S. M/s. Shruti Enterprises ("**Petitioner**") filed Writ petition No. 11540 of 2013 against (1) City Industrial Development Corporation of Maharashtra Ltd, (2) Asst. Estate officer (12.5%) CIDCO, (3) Savita/Savitribai Ramdas



Rodpalkar, (4) Girish Dattatrey (5) Nishant Dattatrey Patil, (6) Chitra Ravindra Bhoir, (7) M/s. R.S. Enterprises, (8) M/s. Neel Developers and (9) State of Maharashtra ("**Respondents**") for scrutinizing validity and legality and correctness of Tripartite Agreement executed on 7<sup>th</sup> November 2013. After hearing both parties the Hon'ble Court dismissed the Appeal on 5<sup>th</sup> November 2014 and concluded that said Tripartite Agreement was executed in contravention of Injunction order dated 25<sup>th</sup> November 2008 and therefore directed First Respondent i.e. CIDCO to take all the lawful steps for cancellation of said Tripartite Agreement and in case concerned persons are not co-operating for cancellation of said Tripartite Agreement, First Respondent i.e. CIDCO to file appropriate proceeding for the purpose;

T. Further, Civil Appeal No. 3365 of 2017 filed by M/s Shruti Enterprises, Civil Appeal No. 3366 of 2017 filed by Savita/Savitribai Ramdas Rodpalkar and Civil Appeal No. 3367 of 2017 filed by R.S. Enterprises in Supreme Court of India, were dismissed on 5<sup>th</sup> April 2017 and the Hon'ble Supreme Court has confirmed the order of Bombay High Court passed in aforesaid Writ petition No. 11540 of 2013;

U. Thereafter, M/s. Neel Developers (Judgment Creditor) filed Special Darkhast No. 57 of 2014 against (1) Savita/Savitribai Ramdas Rodpalkar, (2) Mrs. Changuna Dattatrey Patil since deceased through her legal heirs (2.1) Girish D. Patil, (2.2) Nishant D. Patil and (3) CIDCO (Judgment debtors) for implementation of Order and Decree passed on 21<sup>st</sup> July 2008 in Special Civil Suit No. 175 of 2006. In the said Darkhast vide order dated 23<sup>rd</sup> July 2015 passed below Exhibit-6, Adv. Amit S. Patil was appointed as Court Commissioner on behalf of Original Licensees. Further, since CIDCO was not cooperating for execution of the Tripartite Agreement in favour of M/s. Neel Developers, application for Appointment of Court Commissioner on behalf of CIDCO was moved by Judgment Creditor. In pursuance thereof, as per the Order dated 9<sup>th</sup> February 2018 passed below Exhibit-45, Adv. Santosh M. Lad was



appointed as Court Commissioner on behalf of CIDCO (Judgment Debtor No. 3);

- V. In pursuance to the above, by and under a Tripartite Agreement dated 1<sup>st</sup> March, 2018 duly registered with the office of Sub-Registrar of Assurances at Panvel under serial no. PVL-1/2115 of 2018 made and executed between CIDCO Ltd. through court commissioner Adv. Santosh M. Lad therein referred to as the Corporation, (1) Sau. Savita alias Savitribai Ramdas Rodpalkar, (2) Sau. Changuna Dattatrey Patil since deceased through her only heirs and legal representatives (2.1) Girish Dattatrey Patil, (2.2) Nishant Dattatrey Patil and (2.3) Chitra Ravindra Bhoir through Court Commissioner Adv. Amit S. Patil therein referred to as the said Original Licensees and M/s. Neel Developers, therein referred to as the New Licensee, the CIDCO Ltd. and Original Licensee transferred and assigned the said Plot in favour of M/s. Neel Developers on the terms and conditions therein contained.
- W. Subsequently as per the Order passed in the said Darkhast, the Court Receiver Adv. Santosh M. Lad handed over the actual physical possession of said Plot to M/s. Neel Developers on 17<sup>th</sup> March 2018;
- X. CIDCO thereafter issued a Final transfer order dated 4<sup>th</sup> June, 2019 bearing Ref. No. CIDCO / VASAHAT / SATYO / ULWE / 1627 / 2019 / 4381 confirming the transfer of the said Plot in favor of M/s. Neel Developers, however subject to the outcome of Special Civil Suit No.45 of 2013 filed by one M/s. L. K. Infrastructure Pvt. Ltd. and Special Civil Suit No.486 of 2013 filed by one M/s. Fiza Construction Company, in the Court of Ld. Civil Judge (Senior Division) Panvel at Panvel. Out of the aforesaid litigations Special Civil Suit No.45 of 2013 has been disposed of and Special Civil Suit No.486 of 2013 filed by one M/s. Fiza Construction Company is pending as on date;
- Y. By and under a Tripartite Agreement dated 21<sup>st</sup> November, 2019 duly registered at the office of the Sub-Registrar of Assurances at Panvel under serial no. PVL-3/16974 of 2019 made and executed between the





CIDCO therein referred to as Party of the First Part, M/s. Neel Developers therein referred to as New Licensee of the Second Part and Shreenathji Organisers Private Limited, therein referred to as Subsequent New Licensee of the Third Part, [read with Deed of Assignment dated 5<sup>th</sup> December, 2019 made between M/s. Neel Developers, therein referred to as the Assignor of the One Part and Shreenathji Organisers Pvt. Ltd., therein referred to as the Assignee of the Other Part (defined hereafter)], the CIDCO and M/s. Neel Developers transferred and assigned the said Plot in favour of Shreenathji Organisers Pvt. Ltd. for the consideration and on the terms and conditions contained therein and subject to the terms and conditions set out in Agreement to Lease dated 20<sup>th</sup> January, 2011. Pursuant thereto, M/s. Neel Developers handed over quiet, vacant and peaceful possession of the said Plot to Shreenathji Organisers Pvt. Ltd.;

Z. By and under a Deed of Assignment dated 5<sup>th</sup> December, 2019, M/s. Neel Developer as Assignor therein *inter alia* assured Shreenathji Organisers Private Limited that, M/s. Neel Developers shall deal with the said Fiza Pending Litigation and title issues which have arisen or may arise in future in relation to the said Plot at its cost and expenses in order to keep the title of the said Plot clear and marketable, free from encumbrances, litigations and reasonable doubts forever and free from encroachments, adverse possession, claim and demands howsoever to the satisfaction of Shreenathji Organisers Private Limited and undertaken to indemnify and keep indemnified Shreenathji Organisers Private Limited against any loss, damage, costs, charges, litigations, disputes Shreenathji Organisers Private Limited may sustain, suffer or incur due to the said Fiza Pending Litigation and /or any other title issues;

AA. In pursuance of the Tripartite Agreement dated 20<sup>th</sup> November, 2019, CIDCO issued a New Final transfer order dated 28<sup>th</sup> November, 2019 bearing Ref. No. CIDCO / VASAHAT / SATYO / ULWE / 1627 / 2019 / 7632 thereby confirming the transfer of the said Plot in favor of



Shreenathji Organisers Private Limited on the terms and conditions mentioned therein.

Dated this 28<sup>th</sup> day of August, 2021



**Mr. Shrikant M. Kherkar**  
Advocate

**NAVIN V. DHONGADI**

LL.B.  
ADVOCATE

Cell No. 09004087873

Address for correspondence: D-401, Greenscape Royal CHSL., Plot No.25, Sector 7,  
Kamothe, Navi Mumbai- 410209

**SEARCH REPORT**

To,  
Adv. Shrikant M. Kherkar  
1201, Giriraj Tower,  
Plot No.5, Sector 20  
Roadpali, Navi Mumbai

Under your instructions, I have taken search of the manual Index II registers made available to me and online record available on IGR website for twelve years from 2010 to 2021 in respect of the property, which is described as under:-

1) Description of Land :-

All that piece and parcel of land situated, lying and being at Node Ulwe, Tal. Panvel, Dist. Raigad described in the CIDCO record as under-

Plot No.	Sector	Area Sq.Mtrs.
3	5	1699.51

I have inspected the Index II record in the office of the Sub Registrar of Assurances at Panvel-1, Panvel-2, Panvel-3, Panvel-4 and Panvel-5 and I put below my observations, notes and findings thereon.

2) Observation:

I state generally that the Index II record of the Offices of Sub Registrar of Assurances at Panvel-1, Panvel-2, Panvel-3, Panvel-4 and Panvel-5 for the abovementioned period is not maintained properly, is in bad shape, torn condition and some pages are missing.

3) Findings of Search:

I state below in a tabular representation my report based on above observations about the inspection of the manual Index II registers and online record available

**NAVIN V. DHONGADI**  
LL.B.  
ADVOCATE

Cell No. 09004087873

Address for correspondence: D-401, Greenscape Royal CHSL., Plot No.25, Sector 7,  
Kamothe, Navi Mumbai-410209

to me for the Office of the Sub Registrar of Assurances at Panvel-1, Panvel-2,  
Panvel-3, Panvel-4 and Panvel-5.

Sr. No.	Year	Findings
1	2010	No Entry Found
2	2011	1. Agreement for Lease executed by CIDCO in favour of Savitribai Ramdas Roadpalkar and Changanabai Dattatrey Patil in respect of the said Plot, which is registered at the Sub Registrar Office Panvel-2 at Sr.No. 760/2011 on dated 21 <sup>st</sup> January 2011. 2. Notice of Lis Pendens in respect of SCS 150/2007 in CJSD, Panvel filed by Suryaprakash Agarwal through POA holder Arun Sharma in respect of the said Plot, which is registered at the Sub Registrar Office Panvel-2 at Sr.No.4605/2011 on dated 18 <sup>th</sup> May 2011.
3	2012	No Entry Found
4	2013	Tripartite Agreement executed by Savitribai Ramdas Roadpalkar, Girish Dattatrey Patil, Nishant Dattatrey Patil, Chitra Ravindra Bhoir and CIDCO in favour of M/s R. S. Enterprises through its partners Ranjinkumar Garib Singh &ors, in respect of the said Plot, which is registered at the Sub Registrar Office Panvel-2 at Sr.No.7249/2013 on dated 7 <sup>th</sup> November 2013.
5	2014	No Entry Found
6	2015	No Entry Found
7	2016	No Entry Found
8	2017	No Entry Found
9	2018	Tripartite Agreement executed by Savitribai Ramdas Roadpalkar, Girish Dattatrey Patil, Nishant Dattatrey Patil, Chitra Ravindra Bhoir all through court commissioner Amit S. Patil and CIDCO through Adv Santosh M. Lad in favour of M/s Neel Developers through its partner Vilas Madanlal Kothari, in respect of the said Plot, which is registered at the Sub Registrar Office Panvel-1 at Sr.No.2115/2018 on dated 1 <sup>st</sup> March 2018.



**NAVIN V. DHONGADI**

LL.B.

ADVOCATE

Cell No. 09004087873

Address for correspondence: D-401, Greenscape Royal CHSL., Plot No.25, Sector 7,  
Kamothe, Navi Mumbai- 410209

10	2019	Tripartite Agreement executed by M/s Neel Developers through its partner Vilas Madanlal Kothari and Sanjay Vasantlal Kothari and CIDCO through Adv Santosh M. Lad in favour of M/s Shreenathji Organizers Pvt. Ltd. through its partner Nitin Babubhai Gajipara and Babubhai Virjibhai Patel, in respect of the said Plot, which is registered at the Sub Registrar Office Panvel-3 at Sr.No.16974/2019 on dated 21 <sup>st</sup> November 2019.
11	2020	No Entry Found
12	2021	No Entry Found
	2021	No Entry Found

I state below my notes based on the above observations:-

1. Please note that the Index II record being not maintained properly, physical record being not in good condition, tom only legible pages are inspected.
2. Please note that this search report is based on the Index II registers made available to me at the office of the sub registrar and online record available on IGR website as well as on the above mentioned observations.

I took a search of the aforesaid property in the Index II record maintained at the office of Sub – Registrar Office at Panvel-1, Panvel-2, Panvel-3, Panvel-4 and Panvel-5 and online record available on IGR website for 12 years by paying requisite fees as per GRN No.MH004683776202122P dated 7/08/2021, which is annexed herewith.

Navi Mumbai

Date: 25/08/2021

Navin V. Dhongadi  
Advocate





