



Rajendra D. Tambe

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Enroll No.Mah/3758/2002

Email:rajendratambe@hotmail.com

Date :- 10/01/2022

To,

MAHARERA

Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra (E)
Mumbai -400051

LEGAL TITLE REPORT

Sub- Title Certificate with respect to Property bearing Plot No.18, containing by measurement 1849.87 Sq. Mtrs. at Sector No-15, at Kamothe, Taluka- Panvel, District- Raigad. (hereinafter referred to as "SAID PLOT").

I have investigated the Title of the Said plot on the request of Mr. SUBHASH MARUTI THORAT, the Proprietor of M/s. MANAS DEVELOPERS, having office address at Office No. 117-119, Raheja Arcade, Plot No-61, Sector-11, C.B.D-Belapur, Navi Mumbai-400614, Taluka & District-Thane, on the basis of following documents i.e :-

1) Description of the Property :-

All that Piece And Parcel Of Land known as Plot No.18, Sector No-15, at Kamothe, 12.5% (Erstwhile Gaothan Expansion Scheme)



4 Scheme, Taluka- Panvel, District- Raigad., containing by measurement 1849.87 Sq. Mtrs., Taluka- Panvel & District- Raigad or thereabout and bounded as follows,

- On or towards the North by - Plot No.5A
- On or towards the South by - 20 Mtrs. Wide road.
- On or towards the East by - Plot No. 17
- On or towards the West by - Plot No. 19

Falling within the Sub-registrar of assurances of Taluka- Panvel & District- Raigad.

2) The Documents of Said Plot :-

- a) Allotment letter dated 09/10/2007 issued by CIDCO LTD to Shri. Dhanaji Goma Gowari & Ors in respect of the Said Plot in lieu of their acquired land of Village Kamothe, Tal-Panvel, Dist- Raigad.
- b) Receipt dated 23/10/2007 issued by CIDCO Ltd in respect of Lease Premium paid at the office of CIDCO Ltd, which is to the tune of Rs. 1,05,910/- in respect of Said Plot.
- c) Agreement to Lease dated 29/2/2008 duly registered on 20/6/2008 bearing document which is at Serial No. Uran-04798- 2008, Receipt No.5071 dated 220/6/2008, which is





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✦ entered and executed between M/s. CIDCO Ltd, therein referred to as Corporation as the First Part and (a) Shri. DHANAJI GOMA GOWARI (b) Smt. TANMAN KRISHNA GOWARI (c) Shri. MAHESH KRISHNA GOWARI as the Licensee as the Other Part therein.

- d) Transfer Permission dated 06/12/2010 issued by CIDCO Ltd to Shri. DHANAJI GOMA GOWARI & Others.
- e) Receipt dated 07/12/2010 issued by CIDCO Ltd in respect of Transfer Charges paid at the office of CIDCO Ltd, which is to the tune of Rs.4,59,500/- in respect of Said Plot.
- f) Registered Tripartite Agreement dated 17/12/2010 registered on 10/1/2011 bearing document at serial No. PVL3-00309-2011, Receipt No.310 dated 10/1/2011 at the office of Sub Registrar Panvel-3, which is entered and executed by and between M/s. CIDCO Ltd, therein referred to as Corporation as the First Part and (a) Shri. DHANAJI GOMA GOWARI (b) Smt. TANMAN KRISHNA GOWARI (c) Shri. MAHESH KRISHNA GOWARI the as the Original Licensee as the Second Part therein and M/s. MANAS DEVELOPERS, a Proprietary Firm through its Proprietor Shri. SUBHASH MARUTI THORAT as the "New Licensee" as the Other Part.



- g) Final Transfer order dated 14/1/2011 in respect of Said Plot bearing Ref. No. CIDCO/ESTATE/ SATHYO/ KAMOTHE/ 109/2011 in favour of M/s. MANAS DEVELOPERS, a Proprietary Firm through its Proprietor Shri. SUBHASH MARUTI THORAT.
- h) Corrigendum dated 18/1/2017 bearing Ref. No. CIDCO/ESTATE/ SATHYO/KAMOTHE/109/2017/15562 in favour of M/s. MANAS DEVELOPERS, a Proprietary Firm through its Proprietor Shri. SUBHASH MARUTI THORAT issued by CIDCO Ltd.
- i) Commencement Certificate (Development Permission) No. 2020/ PMC/ TP/ BP/ 1654/ 2020 dated 20/11/2020 on the terms and conditions set and prescribed therein which is issued by Panvel Municipal Corporation in respect of the Project to be constructed in and upon Said Plot.
- j) Amended Development Permission (Commencement Certificate) dated 20/12/2021 on the terms and conditions set and prescribed therein which is issued by Panvel Municipal Corporation in respect of the Project to be constructed in and upon Said Plot.

3) Search Report for 15 years from year 2007 till 2021





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4) Owners of the Said Plot-

i) By virtue of Registered Agreement to Lease Dated 29/02/2008, the Original Licensees of the Said Plot of Land are - a) **Shri. DHANAJI GOMA GOWARI** b) **Smt. TANMAN KRISHNA GOWARI** & c) **Shri. MAHESH KRISHNA GOWARI.**

ii) By virtue of Registered Tripartite Agreement dated 17/12/2010, New Licensee of the Said Plot of Land is - **SHRI. SHUBHASH MARUTI THORAT**, the Proprietor of **M/S MANAS DEVELOPERS.**

5) Qualifying comments/ Remarks-

a) The City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "**M/s.CIDCO LTD**") is Government Company wholly owned by the state Government incorporated under the Companies Act, 1956 having its registered office at "Nirmal" 2nd floor, Nariman Point, Mumbai -400021 and is also New Town Development Authority declared for the area designated as a site of the new town of Navi Mumbai by the state Government in exercise of its power under Sub- Section (1) and (3-A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966.





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e) Thereafter by an Agreement to Lease dated 29/2/2008 duly registered on 20/6/2008 bearing document which is at **Serial No. Uran- 04798-2008, Receipt No.5071 dated 220/6/2008**, which is entered and executed between M/s.CIDCO Ltd, therein referred to as Corporation as the First Part and 1) **Shri. DHANAJI GOMA GOVARI** 2) **Smt. TANMAN KRISHNA GOVARI** 3) **Shri. MAHESH KRISHNA GOVARI (Project Affected Person)** as the Licensee as the Other Part therein and by virtue of Agreement To Lease dated 29/2/2008, the Project Affected Person has acquired a lease hold rights in respect of Said Plot with the terms and conditions contained therein.

f) On 13/04/2009 Shri. Dhaya Gajanan Govari & Others, who are claiming as the relatives of the Project Affected Persons has filed one Regular Civil Suit bearing No.70/2009 for Declaration, Partition & Injunction against the Project affected Persons in respect of Said Plot and other Properties of Project Affected Person before the Hon'ble Civil Judge Junior Division, Panvel. In the Said Regular Civil Suit No.70/2009, the Hon'ble Civil Court, Panvel has rejected ad-interim Order of Status-Quo below Exhibit-31 & 38 vide order dated 26/06/2009 which was in force against CIDCO Ltd, who was as Party Defendant No. 4 to 6. Thereafter Said Civil Suit was pending for adjudication before the Hon'ble Civil Judge Junior Division, Panvel.



g) In the meantime, due to the paucity of funds and lack of requisite knowledge of construction, the Project Affected Person decided to transfer their leasehold rights in respect of the Said Plot of Land to **M/s. MANAS DEVELOPERS**, a Proprietary Firm through its Proprietor **Shri. SUBHASH MARUTI THORAT** and after obtaining due permissions from M/s. CIDCO Original allottees transferred their leasehold rights in respect of said Plot to **M/s. MANAS DEVELOPERS**, a Proprietary Firm through its Proprietor **Shri. SUBHASH MARUTI THORAT** for a valuable consideration by registered Tripartite Agreement dated 17/12/2010 registered on 10/1/2011 bearing document at serial No. PVL3-00309-2011, Receipt No.310 dated 10/1/2011 at the office of Sub Registrar Panvel-3, which is entered and executed by and between M/s. **CIDCO Ltd**, therein referred to as **Corporation** as the **First Part** and the **Project Affected Person**, as the **Original Licensee** as the **Second Part** therein and **M/s. MANAS DEVELOPERS**, a Proprietary Firm through its Proprietor **Shri. SUBHASH MARUTI THORAT** as the "**New Licensee**" as the Other Part. The Said registered Tripartite Agreement dated 17/12/2010 was conditional agreement in view of the pendency of the Regular Civil Suit No.70/2009 before the Hon'ble Civil Judge Junior Division, Panvel.





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- h) Thereafter M/s. CIDCO LTD. has issued **Final Transfer** order dated 14/1/2011 in respect of Said Plot bearing Ref. No. CIDCO/ESTATE/SATHYO/KAMOTHE/109/2011 in favour of M/s. **MANAS DEVELOPERS**, a Proprietary Firm through its Proprietor **Shri. SUBHASH MARUTI THORAT** (hereinafter referred to as the **New Licensee/Builder**). The Said Final Transfer order was also conditional order in view of pendency of Regular Civil Suit No.70/2009 in respect of Said Plot before the Hon'ble Civil Judge Junior Division, Panvel against the Project affected Persons.
- i) The Said Regular Civil Suit No.70/2009 was later on returned by the Hon'ble Civil Judge Junior Division, Panvel to the Plaintiff for want of pecuniary jurisdiction vide order dated 16/12/2016.
- j) Thereafter M/s. CIDCO LTD. has issued Corrigendum dated 18/1/2017 bearing Ref. No. CIDCO/ESTATE/SATHYO/KAMOTHE/109/2017/15562 in favour of M/s. **MANAS DEVELOPERS**, a Proprietary Firm through its Proprietor **Shri. SUBHASH MARUTI THORAT** and removed the condition of pendency of Regular Civil Suit No. 70/2009.



k) On 23/01/2015, Sou. Sunita Santosh Gawade & 2 Others has filed Regular Civil Suit bearing No.41/2015 against the Project affected Person as well as against Said Builder and CIDCO Ltd in respect of Said Plot before the Hon'ble Civil Judge Junior Division, Panvel. In the Said Regular Civil Suit No. 41/2015, a settlement is arrived between the Plaintiff i.e. Smt. Sunita Santosh Gawade & 2 Others and Said Builder, who was a Defendant No.4 in the Said Civil Suit. In view of the same settlement Purshsis was filed before the Hon'ble Court below Exhibit-67, the Said Plot i.e Plot No.18, containing by measurement 1849.87 Sq. Mtrs. at Sector No-15, at Kamothe, Taluka- Panvel, District- Raigad and Said Builder is being deleted from the Said Regular Civil Suit No. 41/2015 vide the Order dated 8/6/2018 passed below Exhibit-67 & Exhibit-1. Thereafter the Said Plot and Said Builder was not a party Defendant in Regular Civil Suit No.41/2015.

l) By virtue of registered Tripartite Agreement dated 17/12/2010 and Transfer order dated 14/1/2011 and Corrigendum dated 18/1/2017, Said Builder herein viz **M/s. MANAS DEVELOPERS**, a Proprietary Firm through its Proprietor **Shri. SUBHASH MARUTI THORAT** has acquired a lease hold rights in respect of Said Plot.



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- m) Thereafter, the Said Builder has prepared Building Plans in respect of intending Building viz. "KRISHNA DHAN", which is to be erected upon the Said Plot for Residential Cum Commercial Purpose, through Architect and submitted the same to Town Planning Officer of Panvel Municipal Corporation for approval and sought approval to such plans and obtained Development Permission vide **Commencement Certificate No. 2020/ PMC/ TP/ BP/ 1654/ 2020 dated 20/11/2020** on the terms and conditions set and prescribed therein.
- n) Thereafter Shri. Shubhash Maruti Thorat, the Proprietor of M/s Manas Developers through his Architect filed a revised plan along with the drawings and specifications for the Amended Development Permission at the office of Panvel Municipal Corporation vide an application dated 02/09/2021 & Panvel Municipal Corporation has granted Amended Development Permission vide **Ref. No. PMC/ TP/ Kamothe/ 15/ 18/21-21-5887/2604/2021 dated 20/12/2021** on the terms and conditions set and prescribed therein.

On perusal of the above mentioned documents and all other relevant documents relating to Title of the Said Property, I am of the opinion that the Title of **Mr. SUBHASH MARUTI THORAT, (NEW LICENCEE)**, who is a Sole Proprietor of **M/s. MANAS DEVELOPERS**, having office address at Office No. 117-119, Raheja

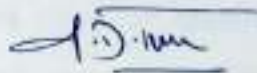


Arcade, Plot No-61, Sector-11, C.B.D-Belapur, Navi Mumbai-400614, Taluka & District-Thane, is Clear, Marketable and without any encumbrances.

The report reflecting the Flow of the Title of the Developer on the Said Plot is enclosed herewith as annexure.

Encl : Annexure

Date- 10/01/2022



RAJENDRA D. TAMBE
Advocate

ANNEXURE

FLOW OF THE TITLE OF THE SAID LAND :-

- 1) Allotment letter dated 09/10/2007 issued by CIDCO LTD.
- 2) Receipt of Lease Premium of Rs. 1,05,910/- .
- 3) Agreement to Lease dated 29/2/2008 duly registered on 20/6/2008 bearing document which is at Serial No. Uran-04798- 2008, Receipt No.5071 dated 220/6/2008.
- 4) Transfer permission dated 06/12/2010 issued by CIDCO Ltd.
- 5) Receipt dated 07/12/2010 in respect of Transfer Charges.
- 6) Registered Tripartite Agreement dated 17/12/2010 registered on 10/1/2011 bearing document at serial No. PVL3-00309-2011.





- Receipt No.310 dated 10/1/2011 at the office of Sub Registrar Panvel-3.
- 7) Final Transfer order dated 14/1/2011 in favour of M/s. MANAS DEVELOPERS.
 - 8) Certified copy of Notice of Lis- Pendence dated 26/10/2010 duly registered at the office of Joint Sub-registrar Panvel-1 at Serial No. 12685/2010.
 - 9) Certified copy of an Order dated 16/12/2016 passed in Regular Civil Suit No.70/2009 by the Hon'ble Civil Judge Junior Division, Panvel.
 - 10) Certified Copy of an order dated 08/06/2018 passed below Exhibit- 67 & Exhibit-1 passed in Regular Civil Suit No. 41 of 2015 by the Hon'ble Civil Judge Junior Division.
 - 11) Corrigendum dated 18/1/2017 in favour of M/s. MANAS DEVELOPERS.
 - 12) Commencement Certificate (Development Permission) No. 2020/ PMC/ TP/ BP/ 1654/ 2020 dated 20/11/2020 issued by Panvel Municipal Corporation.
 - 13) Amended Development Permission (Commencement Certificate) dated 20/12/2021 issued by Panvel Municipal Corporation



14) Search Report for 30 years from 2007 till 2021 at the office of Sub-Registrar, Panvel (Office No. 1, 2, 3, 4 & 5).

15) Litigations -

a) Notice of Lis-pendence in respect of Regular Civil Suit No. 70/2009 is reflecting in the Search Report but as per Order dated 16/12/2016, plaint of Regular Civil Suit No. 70/2009 is returned to the Plaintiff for want of Pecuniary Jurisdiction & hence Notice of lis-pendence is not attracted in respect of Said Plot.

b) On 23/01/2015, Sou. Sunita Santosh Gawade & 2 Others has filed Regular Civil Suit bearing No.41/2015 against the Original Licensees as well as against the Developer and CIDCO Ltd in respect of Said Plot before the Hon'ble Civil Judge Junior Division, Panvel. In the Said Regular Civil Suit No. 41/2015, a settlement is arrived between the Plaintiff i.e. Smt. Sunita Santosh Gawade & 2 Others and the Developer, who was a Defendant No.4 in the Said Civil Suit. In view of the same settlement Purshsis was filed before the Hon'ble Court below Exhibit-67, the Said Plot i.e Plot No.18, containing by measurement 1849.87 Sq. Mtrs. at Sector No-15, at Kamothe, Taluka- Panvel, District- Raigad and the Developer is being





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deleted from the Said Regular Civil Suit No. 41/2015 vide the Order dated 8/6/2018 passed below Exhibit-67 & Exhibit-1. Thereafter the Said Plot and the Developer was not a party Defendant in Regular Civil Suit No.41/2015. Therefore, the Said Plot and the Developer is not a party & hence Lispendence of Said Civil Suit is not attracted in respect of Said Plot of Land.

Date - 10/01/2022




RAJENDRA D. TAMBE
Advocate