

*Sonal V. Koli*

B.A.,LL.B.  
Advocate, High Court



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Date:11/02/2015

**TITLE CERTIFICATE**

TO WHOMSOEVER IT MAY CONCERN

Ref.: All that piece and parcel of Land bearing for Plot No.39, Sector No.26, situated at Village Taloja Panchand, Dist. Raigad, admeasuring 299.87 Sq. Mtrs.

THIS IS TO CERTIFY that I have taken information from the document ( photo copy) submitted to me and also I have taken search in the office of Sub-Registrar of Assurance Panvel-1,2,3,4 and 5, for the last 7 yrs, to prepare Legal Opinion/Title report in the respect of piece and parcel of Land bearing Plot No. 39, Sector-26, situate at Village Taloja Panchand, Tal.- Panvel , Dist.- Raigad, admeasuring 299.87 Sq. Mtrs. (hereinafter referred to as "SAID PIECE OR PARCEL OF LAND") And I gives my findings as under.

WHEREAS CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED a company incorporated under the Companies act 1956 (1 of 1056) and having its registered office at Nirmal 2<sup>nd</sup> Floor, Nariman Point, Mumbai 400021, (hereinafter referred to as "THE CORPORATION" is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise if its power under Sub-Section (1) and (3-A) of section 113 of the Maharashtra Regional and Town Planning Act 1966 ( Maharashtra XXXVII 1966). ✓

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AND WHEREAS:

The State Government in pursuant to section 113 (A) of the said Act, acquiring land described therein and vesting such land with Corporation for Development and disposal.

AND WHEREAS:

By an Agreement to Lease dated 31/07/2009 and by an allotment letter dated \_\_\_\_\_ the said Corporation agreed to lease a piece and parcel of land bearing Plot No. 39, Sector-26, situate at Village Taloja-panchand, Tal.- Panvel, Dist.- Raigad, admeasuring 299.87 Sq. Mtrs., Shri. Rajesh jagannath Malik & Pushpabai Virumal Tottani, Inhabitant, having their address at- Mulund, Mumbai, (hereinafter referred to as SAID ORIGINAL LICENSEE OF CIDCO LTD) under Gaothan Expansion Scheme, popularly known as 12.5% scheme, popularly known as 12.5% scheme, being implemented by CIDCO Ltd.

AND WHEREAS:

By an Tripartite Agreement dated 26/02/2010 entered into between the original Licensee of the one part and Mr. Sanjay Juharmal Jain, ("the subsequent Licensee") The said original Licensee agreed to sell, transfer and assign all their right, title and interest in the Plot No. 39, Sector-26, situate at Village Taloja-panchand, Tal.- Panvel, Dist.- Raigad, admeasuring 299.87 Sq. Mtrs, and interest in /or benefits in favour of the said the Builder/subsequent Licensee, and the same was duly stamped and Registered with Sub-Registrar of Assurance-Panvel-II, having Document No. 01988-2010.

AND WHEREAS:

By an Tripartite Agreement dated 12/08/2010 entered into between the Subsequent Licensee of the one part and M/s. Dadan Enterprises & ors. Builders and developers (" the subsequent Licensee ") The said Subsequent



Licensee Mr. Sanjay Juharmal Jain agreed to sell, transfer and assign all his right, title and interest in the Plot No. 39, Sector-26, situate at Village Taloja-panchand, Tal.- Panvel, Dist.- Raigad, admeasuring 299.87 Sq. Mtrs, and interest in /or benefits in favour of the said the Builder/subsequent Licensee, and the same was duly stamped and Registered with Sub-Registrar of Assurance-Panvel-III, having Document No. 08033-2010.

AND WHEREAS:

By an Tripartite Agreement dated 24/01/2011 entered into between the Subsequent Licensee of the one part and M/s. Vighnagar Developers & their partners, Builders and developers ("the New Licensee") The said Subsequent Licensee M/s. Dadan Enterprises & ors., agreed to sell, transfer and assign all their right, title and interest in the Plot No. 39, Sector-26, situate at Village Taloja-panchand, Tal.- Panvel, Dist.- Raigad, admeasuring 299.87 Sq. Mtrs, and interest in /or benefits in favour of the said the Builder/subsequent Licensee, and the same was duly stamped and Registered with Sub-Registrar of Assurance-Panvel-III, having Document No. 00862-201.

AND WHEREAS:

CIDCO Ltd., by its letter dated \_\_\_\_\_, on the request of subsequent Licensee, granted permission to transfer the above said plot in the name of M/s. Vighnagar Developers & its partners, having office at- Shop No. 11, Matoshree Bldg., Plot No. 387, Floor, Sector-19, Koparkhairane, Navi Mumbai, (hereinafter referred to as "THE NEW LICENSEE") and subsequently a Tripartite Agreement dated 24/11/2011, has been executed between said New Licensee and M/s. Vighnagar Developers & their partners and the same was duly stamped and Registered with Sub-Registrar of Assurance-Panvel-III, having Document No. 00862-2011. There by entering the name of M/s. Vighnagar Developers & its partners in the records of CIDCO Ltd., as a "NEW LICENSEE of CIDCO Ltd. Vide its final order dated \_\_\_\_\_."



AND WHEREAS:

M/s. Vighnagar Developers is seized and well possessed of or otherwise well and sufficiently entitled to the said piece and parcel of land and fully empowered and authorized to lease and transfer the said plot of land subject to the permission of the CIDCO Ltd., The demised piece of land is free from all encumbrance charges, claim or lien of whatsoever nature.

In view of all relevant documents and by virtue of Agreement, Tripartite Agreement executed, in the name of new Licensee Plot No. 39, Sector-26, situate at Village Taloja-panchand, Tal.- Panvel . Dist-. Raigad, admeasuring 299.87 Sq. Mtrs., now stand transferred in the name of M/s. Vighnagar Developers. I hereby certify that the title in respect of aforesaid plot is now clear, free from all encumbrances and marketable.

**SCHEDULE OF PROPERTY**

All that piece and parcel of land known as Plot No. 39, Sector-26, situate at Village Taloja-panchand, Tal.-Panvel, Dist-. Raigad, of 12.5% (Scheme Gaothan Expansion Scheme) Scheme, containing by admeasuring 299.87 Sq. Mtrs.



A handwritten signature in black ink, appearing to be "Sonal V. Koli".

Sonal V. Koli

Advocate High Court  
B3/3/02, Sector - 2,  
Vashi, Navi Mumbai.

*Sonal V. Koli*

B.A.,L.B.B.  
Advocate, High Court



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**Dated : 11/02/2015**

**To.**

M/s Power Infra Developers,  
Offi- Prince Apt., 701, 7th Floor,  
opp HDFC Bank, court, Ulhasnagar-3

**Ref :-** Property Search for Plot No.39, Sector No. 26, situated at Village  
Taloja Panchand, Dist. Raigad.

**Dear Sir,**

As per your instruction, I have taken a search in respect of above mentioned property in the office of Sub-Registrar at Panvel-1, Panvel-2, Panvel-3, Panvel-4 (the records of office of Sub Registrar Panvel 4 are not ready as office has started from October 2012), and Panvel-5 (the records of office of Sub Registrar Panvel 5 are not ready as office has started from January 2013), from 2009 to 2015 ( 7 years ) I have found abovementioned Registers in the abovementioned Sub-Registrar offices.

**NOTE:-**

**Panvel-1, office**

**REPORT**

2009	:	Entry
2010 to 2011	:	Nil
2012	:	Some records not Ready
2013	:	Index-II Not Ready
2014to 2015	:	Index-II Not Ready



**Panvel-2, office** **REPORT**

2009	:	Nil
2010	:	Entry
2011 to 2013	:	Nil
2014	:	Index-II Not Ready
January 2015 till date	:	Index-II Not Ready

**Panvel-3,office** **REPORT**

2009	:	Nil
2010	:	Entry
2011	:	Entry
2012 to 2013	:	Nil
2014	:	Index-II Not Ready
January 2015 till date	:	Index-II Not Ready

**Panvel-4,office** **REPORT**

Oct. 2012 to 2013	:	Nil
2014	:	Index-II Not Ready
January 2015 till date	:	Index-II Not Ready

**Panvel-5, office** **REPORT**

2013	:	Nil
2014	:	Nil
January 2015 till date	:	Index-II Not Ready



I have found as Follows:

1. Document No. 4676/2009 registered on 31/07/2009 is a Lease Deed for Plot No. 39, Sector No. 26, Taloja-panchand, admeasuring 299.87 Sq. Mtrs., is recorded in the name of Shri. Rajesh Jagannath Malik & Pushpabai Virumal Totlani, in records of the sub registrar Panvel-1. The seller is CIDCO Ltd. The Value is Rs.7,500/- and the Stamp Duty paid is Rs.500/-.
2. Document No. 1988/2010 registered on 26/02/2010 is a Tripartite Agreement for Plot No. 39, Sector No. 26, Taloja-panchand, admeasuring 299.87 Sq. Mtrs., is recorded in the name of Sanjay Juharmal Jain, in records of the sub registrar Panvel-2. The seller is Rajesh Jagannath Malik & Pushpabai Virumal Totlani & CIDCO Ltd. The Value is Rs.7,95,000/- and the Stamp Duty paid is Rs.45,000/-.
3. Document No. 8033/2010 registered on 12/08/2010 is a Tripartite Agreement for Plot No. 39, Sector No. 26, Taloja-panchand, admeasuring 299.87 Sq. Mtrs., is recorded in the name of M/s Dadan Enterprises through Partner 1) Mr. Abdul Raheman Dadan, 2) Mrs. Wahida A. Dadan and 3) Mr. Abdulgani Abdulrehman Dadan, in records of the sub registrar Panvel-3. The seller is Sanjay Juharmal Jain & CIDCO Ltd. The Value is Rs.7,95,000/- and the Stamp Duty paid is Rs.39,750/-.



4. Document No. 862/2011 registered on 24/01/2011 is a Tripartite Agreement for Plot No. 39, Sector No. 26, Taloja-panchand, admeasuring 299.87 Sq. Mtrs. is recorded in the name of M/s Vighnagar Developers Through Mr. Prakash N. Kande, & 4 ors., in records of the sub registrar Panvel-3. The seller is Dadan Enterprises through M/s Dadan Enterprises through Partner 1) Mr. Abdul Raheman Dadan, 2) Mrs. Wahida A. Dadan and 3) Mr. Abdulgani Abdulrehman Dadan & CIDCO Ltd. The Value is Rs.15,90,000/- and the Stamp Duty paid is Rs.79,500/-.

I did not found any other transaction recorded on the above mentioned Flat as per the abovementioned available records of the Sub-Registrar Offices.

Therefore this search report is qualified in value and submitted from the records available "On as is where is basis" without any liability on the part of the undersigned.

I enclose receipt No. 834/2015 dated 10/02/2015 for Rs.300/- deposited for Search in the Office of the Sub-Registrar Panvel-2 .



Yours Truly,

A handwritten signature in black ink, appearing to be "Sonal V. Koli".

Sonal V. Koli

Advocate High Court

B3/3/02, Sector - 2,  
Vashi, Navi Mumbai