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इतर पावती

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दिनांक: 03/03/2017

गावाचे नाव: तळोजा पाचनंद

दस्तऐवजाचा अनुक्रमांकः पवल2-0-2017

Friday,03 March 2017 8:31 PM

दस्तऐवजाचा प्रकार:

सादर करणाऱ्याचे नाव: ॲड. आर आर जिंदाल

वर्णन शोध अर्ज क. 514/2014 मौजे तळोजे पाचनंद ता.पनवेल जि.रायगड येथील प्लॉट नं. 04 सेक्टर 10 सन

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SEARCHFEE

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Joint Sr Panvel 2

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008880717201617E दिनांक: 28/02/2017

बॅकेचे नाव व पत्ताः

सहदुय्यम निबंधक वर्ग-२ (पनवेल २)



DT.07.03.2017

# SEARCH REPORT CUM TITLE CLEARANCE CERTIFICATE

OF PLOT NO.04, UNDER 12.5% EXPANSION SCHEME SECTOR-10, TALOJA, NAVI MUMBAI, TALUKA-PANVEL, DIST. RAIGAD

I have carried out search of title of the Plot No.04, situated at Sector-10, Taloja, Navi Mumbai, admeasuring 599.89 Sq. Mtrs. (hereinafter referred to as the PLOT) which now stands in the name of M/S. BHAGIRATH CORPORATION, through its Partners 1) MEGHJI MAVJI PATEL (HUF), through its Karta MR. MEGHJI MAVJI PATEL, 2) MAHESH NARSING CHOUDHARY (HUF), through its Karta MR. MAHESH NARSING CHOUDHARY, 3) MRS. PRAMILA MAHADEV PATEL, 4) MR. VASANT DEVJI PATEL, 5) MR. VIJAY MAHADEV PATEL, 6) MR. VIJAY GANESH PATEL, having address at Shop No.19, Plot No.19 to 22, Sector-18, Jimmy Tower-1 Co-operative Housing Society Ltd., Koparkhairne, Navi Mumbai – 400 709, at the office of Sub-Registrar of Assurances Panvel-2 for the last 13 years (from 2005 to 2017), dt. 03.03.2017, vide receipt No.2612, 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.
- 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.

## **IN THE YEAR 2008**

3. By an Agreement to Lease dated: 15<sup>th</sup> September 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 SHRI. BABURAO NARAYAN FADAKE, (therein referred as the LESSEE & hereinafter referred to as the ORIGINAL ALLOTTEE), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Expansion Scheme, a Plot of Land being Plot No.04, Sector-10, Particles Fing 599.89 Sq.Mtrs., Taloja Pachnand, Navi Mumbai, Taluka-JINDAL & JINDAL

B-3/6/01-02, Sps/9/01202, Opp. Abhudaya Bank, Sector 2, Vashi, Navi Mumbai 400705

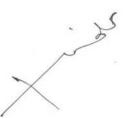


Panvel, Dist. Raigad, (hereinafter referred to as 'THE SAID PLOT') THE ORIGINAL Allottee paid the Premium in full agreed to be paid to the Corporation.

- The said Agreement to Lease dated 15<sup>th</sup> September 2008, has been Registered at the Office of Sub Registrar Assurance Panvel–2, Vide Receipt No:7201, Document No.Uran-06903-2008, Dated: 15.09.2008.
- 5. The Physical possession of the said plot has been handed over to the Original Allottee for Development and Construction thereof the Building for Residential cum Commercial purposes. The corporation granted permission or license to the Original Allottee to enter upon the said Plot of land for the purpose of erecting building/s.
- 6. By Tripartite Agreement dated: 18<sup>th</sup> September 2008, between the CIDCO THE FIRST PART, SHRI. BABURAO NARAYAN FADAKE, the Original Allottee of the SECOND PART & the M/S. MADHURAAJ ENGINEERS & BUILDERS, through its Proprietor SHRI. MADHHU DAULATRAO PATIL, New Licensee of THE THIRD PART.
- The said Tripartite Agreement dated 18<sup>th</sup> September 2008, has been registered at the Office of Sub Registrar Assurance, Panvel-2, vide Receipt No.7282, Document No.Uran-06982-2008, Dated.18.09.2008.
- The CIDCO has transferred the said Plot in favour of M/S. MADHURAAJ ENGINEERS & BUILDERS, through its Proprietor SHRI. MADHHU DAULATRAO PATIL, vide CIDCO Letter NO. CIDCO/VASAHAT/12.5%SCHEME/ TALOJE/280/2008/1595, Dated: 19.09.2008.

#### IN THE YEAR 2016

9. By another Tripartite Agreement dated: 7<sup>th</sup> April 2016, between the CIDCO THE FIRST PART, M/S. MADHURAAJ ENGINEERS & BUILDERS, through its Proprietor SHRI. MADHHU DAULATRAO PATIL, the New Licensee of the SECOND PART & the M/S. BHAGIRATH CORPORATION, a Partnership firm, duly registered under the Indian Partnership Act, 1932, through its Partners 1) MEGHJI MAVJI PATEL (HUF), through its Karta MR. MEGHJI MAVJI PATEL, 2) MAHESH NARSING CHOUDHARY (HUF), through its karta MR. MAHESH NARSING CHOUDHARY, 3) MRS. PRAMILA MAHADEV PATEL, 4) MR. VASANT DEVJI PATEL, 5) MR. VIJAY MAHADEV PATEL, 6) MR. VIJAY GANESH PATEL, therein referred to as the "Subsequent New Licensees" and hereinafter referred to as the "BUILDERS" of THE THIRD PART.





- 10. The said Tripartite Agreement dated 7th April 2016, has been registered at the Office of Sub Registrar Assurance, Panvel-2 vide Receipt No.PVL2-4163-2016. No.5896. Document 11.04.2016.
- 11. The CIDCO has transferred the said Plot in favour of M/S. BHAGIRATH CORPORATION, through its Partners 1) MEGHJI MAVJI PATEL (HUF), through its Karta MR. MEGHJI MAVJI PATEL, 2) MAHESH NARSING CHOUDHARY (HUF), through its karta MR. MAHESH NARSING CHOUDHARY, 3) MRS. PRAMILA MAHADEV PATEL, 4) MR. VASANT DEVJI PATEL, 5) MR. VIJAY MAHADEV PATEL, 6) MR. VIJAY GANESH PATEL, vide CIDCO Letter NO.CIDCO/VASAHAT/12.5%SCHEME/ TALOJE/280/2016/8115, Dated: 03.05.2016.
- The BUILDERS have entrusted the architect works to ATUL PATEL ARCHITECTS (hereinafter called "The Said Architect") & RCC works to S. R. CONSULTANTS (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said plot.

### IN THE YEAR 2017

- The City and Industrial Development Corporation of Maharashtra Limited (CIDCO). by its development permission-cum-Commencement Certificate under Reference No.CIDCO/ BP-15209/TPO(NM&K)/2016/1295, Dt.10.01.2017 granted its permission to develop the said plot and to construct a building for the Residential cum Commercial purposes 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.
- 14. The Building being constructed on the said Plot shall be known as "BHAGIRATH RESIDENCY" consisting 36 Flats & 4 Shops.
- 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.04, Sector-10, in Village/Site Taloja Pachnand of 12.5% (Erstwhile Gaothan Expansion JINDAL & Scheme, Tal. Panvel, District: Raigad, containing measurement LAW F 1599/189 Sq. Mtrs. or thereabouts and bounded as follows that is to say:

B-3/6/01-02, Great towards the North By: 15.00 Mtrs. Wide Road

Vashi, Navi MHOP towards the South By : Plot No.6

On or towards the East By : Plot No.5

On or towards the West By: Plot No.3, Community Centre



I am, thereof, of the opinion that the title of the said Plot No.04, situated at Sector-10, Taloja, Navi Mumbai, admeasuring 599.89 Sq. Mtrs., now stands in the name of M/S. BHAGIRATH CORPORATION, through its Partners 1) MEGHJI MAVJI PATEL (HUF), through its Karta MR. MEGHJI MAVJI PATEL, 2) MAHESH NARSING CHOUDHARY (HUF), through its Karta MR. MAHESH NARSING CHOUDHARY, 3) MRS. PRAMILA MAHADEV PATEL, 4) MR. VASANT DEVJI PATEL, 5) MR. VIJAY MAHADEV PATEL, 6) MR. VIJAY GANESH PATEL, 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)

JINDAL & JINDAL LAW FIRM

B-3/6/01-02, Sector-2, Vashi, Navi Mumbai.

BJR/101/17/SEARCH