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नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 7714 दिनांक: 27/05/2016

गावाचे नाव: शिरवणे

दस्तऐवजाचा अनुक्रमांक: टनन11-0-2016

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: रोहीत गांगल

वर्णन प्लॉट नं 258-259 से 23 शिरवणे सन 2000ते2016 वर्षे 17

शोध व निरीक्षणे

रु. 850.00

एकूण:

रु. 850.00

सह दुय्य निदेशक ठाणे क - 11
Joint Sub Registrar Thane 11

1); देयकाचा प्रकार: eChallan रकम: रु.850/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001291795201617E दिनांक: 27/05/2016

बँकेचे नाव व पत्ता:

11

DATE: 03.06.2016

SEARCH REPORT CUM
TITLE CLEARANCE CERTIFICATE
PLOT NO.258 & 259, SECTOR-23,
JUNAGAR, SANPADA, NAVI MUMBAI.

I have caused the search through search clerk Mr. Rohit Gangal in the Sub-Registrar office at Thane-3,6,8,9,11 on 25.05.2016 for the 17 years, from 2000 to 2016, vide Receipt No.7714, dt.27.05.2016, in respect of the Plot No.258 & 259, Under 12.5% Expansion Scheme, Sector-23, Junagar, Sanpada, Navi Mumbai, Tal. Thane, Dist. Thane, admeasuring 1100.05 Sq. Mtrs. (search Report is enclosed).

In the year 2000 - 2012 no adverse entry found

Title Report of 2012-2016 is not found because index is not made therefore the documents have checked on day books.

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, 2nd 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.
2. 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.
3. By an Agreement to Lease dated: 10th February, 2000, 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 1) SHRI. SURESH K. JAIN (SHAH), 2) SMT. TULSABAI K. JAIN (SHAH), (therein referred to as the LESSEES & hereinafter referred to as the ORIGINAL ALLOTTEES), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Gaothan Expansion Scheme, a Plot of Land being Plot No.258 & 259, Sector-23, admeasuring about 1100.05 Sq. Mtrs. at Shirawane (Juipada), Navi Mumbai, Taluka-Thane, Dist. Thane, (hereinafter referred to as 'THE SAID PLOT'). On the scrutiny of the paper it is found that the said Agreement to Lease is not registered. THE ORIGINAL Allottees paid the Premium in full agreed to be paid to the Corporation.

03/06/16

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B-3/6/01-02, Sector-2,

Vashi, Navi Mumbai.

4. The Physical possession of the said plot has been handed over to the Original Allottee for Development and Construction thereof the Building. The corporation granted permission or licence to the Original Allottee to enter upon the said Plot of land for the purpose of erecting building/s.
5. The said SMT. TULSABAI K. SHAH expired on dated 12.09.2003 leaving behind 1) SMT. HEMLATA K. SHAH, 2) SHRI. SURESH K. SHAH as her legal heirs
6. The said 1) SMT. HEMLATA K. SHAH, 2) SHRI. SURESH K. SHAH have obtained legal heirship Certificate from Competent Court vide Misc. Appl. No.6 of 2004.
7. By First Tripartite Agreement dated 30th December, 2011, between the CIDCO THE FIRST PART, and 1) SHRI. SURESH K. SHAH, 1) SMT. HEMLATA K. SHAH the Original Allottees the Party of the SECOND PART and SHRI. AVINASH NARAYAN SUTAR, the New Licensee the Party of the THIRD PART. The said original Allottees have assigned all their rights and interests in and upon the said Plot to the Party of the THIRD PART herein and also Tripartite Agreement on the terms and conditions more particularly set out in the said Agreement.
8. The said Tripartite Agreement dated 30th December, 2011, has been registered at the Office of Sub Registrar Assurance Thane-6, vide Receipt No.1602, Document No.TNN6-1592-2012, Dt.20.04.2012.
9. The CIDCO has transferred the said Plot in favour of SHRI. AVINASH NARAYAN SUTAR, vide its letter No. CIDCO/VASAHAT/12.5%SCHEME/SHIRAWANE-JUIPADA/983/2012, Dated 07.11.2012.
10. By Second Tripartite Agreement dated 8th January, 2015, between the CIDCO THE FIRST PART, and SHRI. AVINASH NARAYAN SUTAR the New Licensee the Party of the SECOND PART and M/S. R. S. REALTY, through its Proprietor SHRI. RAJENDRA V. SHINDE, the Subsequent New Licensee the Party of the THIRD PART. The said New Licensee has assigned his 50% rights and interests in and upon the said Plot to the Party of the THIRD PART herein and also Tripartite Agreement on the terms and conditions more particularly set out in the said Agreement.
11. The said Tripartite Agreement dated 8th January, 2015, has been registered at the Office of Sub Registrar Assurance Thane-6, vide Receipt No.218, Document No.TNN6-167-2015, Dt.08.01.2015.


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Vashi, Navi Mumbai.

12. The CIDCO has transferred 50% rights and interests of the said Plot in favour of M/S. R. S. REALTY, through its Proprietor SHRI. RAJENDRA V. SHINDE, vide its letter No. CIDCO/ VASAHAHAT/12.5% SCHEME/ SHIRAWANE/983/2015/2262 Dated 19.01.2015.
13. By Third Tripartite Agreement dated 27th January, 2016, between the CIDCO THE FIRST PART, and 1) M/S. R. S. REALTY, through its Proprietor SHRI. RAJENDRA V. SHINDE, 2) MR. AVINASH NARAYAN SUTAR, the Subsequent New Licensee the Party of the SECOND PART and 1) M/S. SAI SIDDHIVINAYAK ENTERPRISES, though its Proprietor MR. VASUDEV VISHWANATH PATIL, 2) MR. AVINASH NARAYAN SUTAR, the Builders the Party of the THIRD PART.
14. By executing Third Tripartite Agreement the said Subsequent New Licensee M/S. R. S. REALTY, through its Proprietor SHRI. RAJENDRA V. SHINDE have assigned all their 50% undivided shares to M/S. SAI SIDDHIVINAYAK ENTERPRISES, though its Proprietor MR. VASUDEV VISHWANATH PATIL in respect of Plot No.258 & 259, admeasuring area is 1100.05 sq.mtrs area in this area only 550.025 sq mtrs. area will be transfer to M/S. SAI SIDDHIVINAYAK ENTERPRISES and admeasuring 550.025 sq.mtrs. area remain to MR. AVINASH NARAYAN SUTAR.
15. The said Tripartite Agreement dated 27th January, 2016, has been registered at the Office of Sub Registrar Assurance Thane-6, vide Receipt No.590, Document No.TNN6-520-2016, Dt.27.01.2016.
16. The CIDCO has transferred the 50% share of Plot No.258 & 259 in favour of 1) M/S. SAI SIDDHIVINAYAK ENTERPRISES, though its Proprietor MR. VASUDEV VISHWANATH PATIL and the remaining 50% share of said Plot in favour of MR. AVINASH NARAYAN SUTAR vide its letter No.CIDCO/VASAHAHAT/12.5%SCHEME/SHIRAWANE/983/2016/4759, Dated 02.02.2016
17. The BUILDERS have entrusted the architect works to "KALPAK" (hereinafter called "The Said Architect") & RCC works to AGHARKAR CONSULTING ENGINEERS PVT. LTD., (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said plot.
18. The Navi Mumbai Municipal Corporation, by its development permission- B-3/6/01-02, Sector 2, Vashi, Navi Mumbai Case No.A-16982/2798/2016, Dated: 06.05.2016 granted its permission to develop the said Plot and to construct a building for residential 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.

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19. The Building being constructed on the above said Plot shall be known as "ANIRUDDHA LANDMARK".
20. 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 of land known as Plot No.258 & 259, Sector-23, containing by admeasuring about 1100.05 Sq. Mtrs. or thereabouts under 12.5% Expansion Scheme at Juingar, Sanpada, Navi Mumbai, Tal. & Dist. Thane and bounded as follows:-THAT IS TO SAY:


ON OR TOWARDS THE NORTH BY : Plot No.256+257

ON OR TOWARDS THE SOUTH BY : Plot No.260

ON OR TOWARDS THE EAST BY : 22 Mtrs. wide Road

ON OR TOWARDS THE WEST BY : 10 Mtrs. wide Road

I am, thereof, of the opinion that the title of the said plot of land being Plot No. 258 & 259, at Sector-23, Juingar, Sanpada, Navi Mumbai, Tal. Thane, District: Thane, admeasuring 1100.05 Sq. Mtrs., which stands in the name of 1) M/S. SAI SIDDHIVINAYAK ENTERPRISES, though its Proprietor MR. VASUDEV VISHWANATH PATIL, 2) MR. AVINASH NARAYAN SUTAR, is clear and marketable and is free from all encumbrances subject to the terms and conditions of the said Agreement to Lease dt. 10th February, 2000 and also Tripartite Agreement dt. 27th January, 2016.


(R. R. JINDAL)
Advocate & Notary
(JINDAL AND JINDAL LAW FIRM)

PARTNER
JINDAL & JINDAL
LAW FIRM
B-3/6/01-02, Sector-2,
Vashi, Navi Mumbai.