



SAMRAT ASHOK NAGAR O.T SECTION ULHASNAGAR - 3

Mo. No 9619807484

Date: 06.03.2013

To,

M/s. Intralegal

SEARCH REPORT

SUB: Plot No. 7, Sector No. 35 - D, Village Kharghar, Taluka Panvel, District Raigad.

To. M/s. Vishwa Green Realtors Pvt Ltd.

I have search taken from 2000 to 2012 (13 years) RECEIPT NO. 0499984/2013 within the Sub-Register Office Panvel - 1,2,3.

SEARCH REPORT 2000-2012 (13 YEARS)

2000	Nil	2007	Nil
2001	Nil	2008	Entry - 2
2002	Nil	2009	Nil
2003	Nil	2010	Nil
2004	Nil	2011	Entry - 1
2005	Nil	2012	Nil
2006	Nil		

Note: - 2000 to 2004, 2007, 2012, Records of Index II are not maintained properly.

ENTRY YEAR OF 2008

Plot No. 7, Sector No. 35-D, Village Kharghar, Taluka Panvel District Raigad.

Lease Deed

S.V. Rs. 1100.00

Name of Party

CIDCO L. V. R. Ghag

And

Abdul Karim Ibrahim Patel, Ashrafunnis Abdul Razaq Patel, Ismail Ibrahim Patel, Mariyambibi M. Patel, Abdul Razaq Ibrahim Patel.

EXE DATE: 15.01.2008  
REG DATE 15.01.2008  
SERIAL NO: PVL-1-502/2008

ENTRY YEAR OF 2008

Plot No. 7, Sector No. 35-D, Village Kharghar, Taluka Panvel District Raigad.

Tripartite Agreement S.V. Rs. 91520.00  
Name of Party Abdul Karim Ibrahim Patel, Abdul Razaq Ibrahim Patel, Ismail Ibrahim Patel, Mariyambibi M. Husen Patel, CIDCO, Ashrafunnis Abdul Razaq Ibrahim Patel.

And

M/s. Om Sai Construction through its partner Madhu Bhagwandas Bhatija.

EXE DATE: 17.01.2008  
REG DATE 17.01.2008  
SERIAL NO: PVL-1-608/2008

ENTRY YEAR OF 2011

Plot No. 7, Sector No. 35-D, Village Ove Kharghar, Taluka Panvel District Raigad.

Tripartite Agreement S.V. Rs. 1302450.00  
Name of Party M/s. Om Sai Construction through its partner Madhu Bhagwandas Bhatija, CIDCO.

And

M/s. Vishwa Green Realtors Pvt Ltd., through its Director Siddharth Khanna.

EXE DATE: 19.01.2011  
REG DATE 24.01.2011  
SERIAL NO: PVL-3-790/2011

Yours truly,



Mo. No 9619807484

Date: 06.03.2013

To,

M/s. Intralegal

SEARCH REPORT

SUB: Plot No. 7 A, Sector No. 35 - D, Village Kharghar, Taluka Panvel, District Raigad.

To. M/s. Vishwa Green Realtors Pvt Ltd.

I have search taken from 2000 to 2012 (13 years) RECEIPT NO. 0499984/2013 within the Sub-Register Office Panvel - 1,2,3.

SEARCH REPORT 2000-2012 (13 YEARS)

2000	Nil	2007	Nil
2001	Nil	2008	Nil
2002	Nil	2009	Nil
2003	Nil	2010	Entry - 2
2004	Nil	2011	Nil
2005	Nil	2012	Entry - 2
2006	Nil		

Note: - 2000 to 2004, 2007, 2012, Records of Index II are not maintained properly.

ENTRY YEAR OF 2010

Plot No. 7 A, Sector No. 35-D, Village Kharghar, Taluka Panvel District Raigad.

Lease Deed S.V. Rs. 500.00

Name of Party CIDCO.

And

Mahadi Budhya Koli.

EXE DATE: 19.07.2010

REG DATE 22.07.2010

SERIAL NO:

PVL-2-7306/2010

ENTRY YEAR OF 2010

Plot No. 7 A, Sector No. 35-D, Village Kharghar, Taluka Panvel District Raigad.

Area 349.96 Sqmtrs

Development Agreement

S.V. Rs. 270400.00

Name of Party

Mahadi Budya Koli, CIDCO.

And

M/s. Samrat Enterprises through its Proprietor Satish

M. Patel.

EXE DATE:

22.07.2010

REG DATE

22.07.2010

SERIAL NO:

PVL-2-7306/2010

ENTRY YEAR OF 2012

Plot No. 7 A, Sector No. 35-D, Village Ove Kharghar, Taluka Panvel District Raigad.

Lease Deed

S.V. Rs. 4000.00

Name of Party

CIDCO Ltd.

And

Raghubai Baliram Gharat, Nitesh hanaji Gharat, Arun

Dinkar Gharat, Indira Baliram Gharat, Komal Bhaskar

Gharat, Gitabai Kachrya Gharat, Chaityabai Kacharya

Gharat, Tai Bhasakar Gharat, Dipali Bhasakar Gharat,

Pushpa Dhanagi Gharat, Nikita Dhanaji Gharat, Bebi

Dhanaji Gharat, Bhushn Bhaskar Gharat, Mangesh

Dhanaji Gharat, Yashwant Kachray Gharat, Wasanti

Kacharya Gharat, Kisan Padya Galkar, Bhimebai

Ragho Gharat, Vishal Dhanaji Gharat, Hanuman

Baliram Gharat, Savita Baliram Gharat, Suresh

Baliram Gharat, Manohar Dinkar Gharat, Shallk Padu

(Padya Galkar).

EXE DATE:

04.07.2012

REG DATE

04.07.2012

SERIAL NO:

PVL-1-8230/2012

ENTRY YEAR OF 2012 DAY BOOK ENTRY

Tripartite Agreement

Name of Party

M/s. Vishwa Green Realtors Pvt Ltd., through  
Its Director Sddharth Khanna.

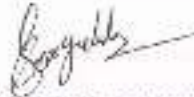
REG DATE

21.08.2012

SERIAL NO:

PVL-1-10227/2012

Yours truly,



SATYAJEET GANGURDE  
Search Clerk

Date : 06/03/2013

**TO WHOMSOEVER IT MAY CONCERN**

THIS IS TO CERTIFY THAT we have investigated the title of M/s.Vishwa Green Realtors Pvt. Ltd. with respect to the Land bearing Plot No. 7 and 7A under 12.5% Gaothan Expansion Scheme, in Sector-35 D, Village - Kharghar Owe, Navi Mumbai, Tal. Panvel, Dist. Raigad, and we have to state as under:

1. The City and Industrial Development Corporation of Maharashtra (hereinafter referred to as "CIDCO/the Corporation"), is a 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 of its power under sub-section 1(3)(A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966.
2. The State Government, pursuant to Section 113 (A) of the said Act; acquired lands described therein and vested such lands in the Corporation for development and disposed thereof.
3. The Corporation laid down Plots in the Kharghar Owe, Navi Mumbai, Taluka Panvel, Dist. Raigad on such piece of land so acquired by the State Government for Corporation for being leased to its intending lessees.
4. That the Property situated at Plot No. 7 and 7-A under 12.5% Gaothan Expansion Scheme, in Sector No. 35-D, Village Kharghar Owe, Navi Mumbai, Taluka Panvel, Dist.

Address  
212, Bays House 2nd Floor,  
285, Park Nariman Street,  
Fort, Mumbai - 400 001.

Tel : +91 22 3283 4368  
Telex: +91 22 2282 4858  
intralegal@intralegal.in  
www.intralegal.in

Proprietor  
Pankaj Vijayan

Raigad. (hereinafter referred to as "the said Plots") belongs to City And Industrial Development Corporation of Maharashtra Limited.

WITH RESPECT TO PLOT NO.7:

5. Vide Agreement to Lease dated 14.01.2008, CIDCO has given the said Plot No.7 on license to Shri. Abdul Razak Ibrahim Patel & 4 Ors. (hereinafter referred to as "Original Licensee") under 12.5% Gaothan Expansion Scheme. The said Agreement is registered before the Sub-Registrar, Panvel-1 bearing No. PVL-1-00502-2008 on 15.01.2008. Rs.580/- is paid towards Registration Fees and Rs.1,100/- is paid towards Stamp Duty.
6. As per the terms and conditions of the Agreement, the licensee shall construct buildings in the said Plot No.7 for Residential Purpose after obtaining necessary permission from the CIDCO and Municipal Corporation. That after the completion of construction, CIDCO shall grant lease of the said Plot No.7 in favour of Licensee.
7. Thereafter a Tri-Partie Agreement dated 17.01.2008 was entered into between CIDCO, Original Licensee and M/s.Om Sai Construction through its Partners 1) Shri.Manish Madhu Bathija, 2) Shri. Madhu Bhagwandas Bathija & 3) Shri. Amit Madhu Bathija (hereinafter referred to as "New Licensees"), wherein the benefits of Agreement to lease in favour of the Original Licensee was transferred to the New Licensees. The said Agreement is registered before the Sub-Registrar, Panvel -1 bearing No. PVL-1-00608-2008



on 17.01.2008. Rs.30,240/- is paid towards Registration Fees and Rs.91,520/- is paid towards Stamp Duty.

8. An Agreement of Assignment cum Sale was executed by the New Licensee transferring the benefits under the said Agreement to lease in respect of the said Plot No.7 to the Developers for the total consideration of Rs.1,45,00,000/- as per the terms and conditions agreed therein. The said Agreement is not registered but stamp duty of Rs. 100/- is paid.
9. Subsequently as per the Tri-Partie Agreement dated 19.01.2011 entered into between CIDCO, New Licensee & M/s. Vishwa Green Realtors Pvt. Ltd. (hereinafter referred to as "the Developer"), the benefits of the Agreement to lease was transferred from the New Licensees in favour of the Developers. The said Agreement is registered before the Sub-Registrar, Panvel-3 bearing No. PVL-3-00790/2011. Rs.30,400/- is paid towards Registration Fees and Rs.13,02,450/- is paid towards Stamp Duty.

**WITH RESPECT TO PLOT NO.7A:**

10. CIDCO had earlier leased the said Plot No.7A to Ms.Mahadi Budhya Koli vide Lease Deed dt.19/07/2010. Subsequently, it has come to the knowledge of CIDCO that Ms.Mahadi Budhya Koli has obtained the said Plot No.7A on lease by submitting wrong documents to CIDCO and has also suppressed various facts. Pursuant to which, CIDCO has

vide Order dt.21/03/2011 cancelled the said lease made in favor of Ms.Mahadi Budhya Koli.

11. That vide Agreement to Lease dated 04.07.2012, CIDCO has given the said Plot No.7A on license to Shri.Shalik Padu & Padya Gaikar & 23 Ors. (hereinafter referred to as "Original Licensee") under 12.5% Gaothan Expansion Scheme. The said Agreement is registered before the Sub-Registrar, Panvel-1 bearing No. PVL-1-08230-2012 on 04.07.2012. Rs.1,620/- is paid towards Registration Fees and Rs.4,000/- is paid towards Stamp Duty.
12. As per the terms and conditions of the Agreement, the licensee shall construct buildings in the said Plot No.7A for Residential Purpose after obtaining necessary permission from the CIDCO and Municipal Corporation. That after the completion of construction CIDCO shall grant lease of the said Plot No.7A in favour of Licensee.
13. Thereafter a Tri-Partie Agreement dated 06.08.2012 was entered into between CIDCO, Original Licensee and M/s. Vishwa Green Realtors Pvt. Ltd. (hereinafter referred to as "the Developer"), wherein the benefits of the Agreement to lease was transferred from the Original Licensee in favour of the Developers. The said Agreement is registered before the Sub-Registrar, Panvel - 1 bearing No. PVL-1-10227-2012 on 21.08.2012. Rs.30,840/- is paid towards Registration Fees and Rs.5,56,500/- is paid towards Stamp Duty.

WITH RESPECT TO BOTH THE PLOTS NO.7 & 7A:

14. CIDCO has vide its Letter dt.31/12/2012, granted its no-objection to amalgamate the said two Plots .i.e. Plot No.7 and Plot No.7A as per the terms and conditions agreed therein, for commencing construction in the said Plots. That vide Commencement Certificate dated 05.02.2013, CIDCO has granted permission to the Developers for commencing the construction of Building in both the Plots.
15. We have perused the copy of the Assessment Order dated 05.02.2013 issued by City And Industrial Development Corporation of Maharashtra Limited in favour of M/s.Vishwa Green Realtors Pvt. Ltd.
16. The Developers on the strength of the Tri-Partie Agreement has become a License with respect to the above mentioned Plots and are competent to develop the Property after obtaining necessary permission CIDCO/Municipal Corporation. The Agreement to lease further stipulates that the Plots cannot be mortgaged or transferred without the express written permission from CIDCO.
17. We have also caused to conduct search in the concerned offices of the Sub-Registrar, in respect to the said Plots. We rely upon the said Report, which based on the available index, does not mention any adverse registered encumbrances.

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18. In pursuance of the said Agreement and permission to be obtained from the CIDCO, the Developers are entitled to develop and construct the said Plots and to dispose of the Flats/Shops constructed therein to the prospective Buyers.
19. Under these circumstances and subject to what is stated above, we are of the opinion that the Title of M/s.Vishwa Green Realtors Pvt. Ltd. as a Licensee in respect of the said Plots bearing No. 7 & 7A is CLEAR, MARKETABLE and FREE from all registered adverse encumbrances and on complying with the terms and conditions of the respective Agreements to Lease, M/s.Vishwa Green Realtors Pvt. Ltd. is entitled to obtain lease from CIDCO with respect to the said Plots.

Yours truly,  
FOR INTRALEGAL

  
Advocate