

Monday, 28 March 2017 2:27 PM

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पत्र संख्या: 1452 दिनांक: 06/03/2017

संबंधित नाम: खारघर

दस्तावेज/पत्रांचा अनुक्रमणिका: वसव3-0-2017

दस्तावेज/पत्रांचा प्रकार:

सदर करणाराचे नाव: संतोष राम लखत 2.17 वसाहती निर्बंधक वर्ग-ई
दस्तावेज क्रमांक: खारघर प्लॉट नं-204 व 2047, सेक्टर-35, वसाहती निर्बंधक वर्ग-ई, सन 2006 ते 2017

संघ व जिल्हा: ₹ 600.00

एकूण: ₹ 600.00

Sub Registrar Panel 3

सदर दुय्यम निबंधक कार्यालय

पत्र संख्या: 1452

1) देयकराचा प्रकार: eChalan रक्कम: ₹ 600/-

दस्तावेज/पत्रांचा संदर्भ क्रमांक: M-1005050456201517E दिनांक: 06/03/2017

संबंधित नाव व पत्ता:

[Handwritten Signature]

Santosh Manohar Lad.

Advocate (M.A. 1990/1994)

104, 1st floor, Aaditya Vihar CHS, Mahatma Phule Marg, Near Old Post Office, Panvel-410 206,
Tel No. (O) 2746 6415. Mobil- 9930 333000.

SEARCH REPORT & TITLE CERTIFICATE

Sub: - Search Report & Title Certificate with respect to Plot No. 204 and 217 Sector-10 lying and being in Village Kopra - Kharghar, Tal. Panvel, Dist. Raigad.

TO WHOMSOEVER IT MAY CONCERN

1) **INSTRUCTIONS :**

On the request of **Mr. Bhavesh Manilal Singhani**, partner of **M/S. MEERA ENTERPRISES**, having registered office at A-403, Padmavati Nagar, Pandit Dindayal Upadhay Marg, Mulund West, Mumbai; hereinafter called and referred to as (said "**DEVELOPER**"), I, have taken search in respect of the property which is described as follows.

2) **DESCRIPTION OF PROPERTY:-**

All that piece and parcel of land known as **Plot No. 204**, in **Sector No. 10, Village Kopra - Kharghar, Tal. Panvel, Dist. Raigad** admeasuring **2049.94 square meters** or thereabout and bounded that is to say:

On or towards the North by : 11 mtrs. Road
On or towards the South by : Plot No.217
On or towards the East by : Plot No. 205
On or towards the West by : 11 mtrs. Road.

(herein referred to as the "**Said Plot No.204**")

All that piece and parcel of land known as **Plot No. 217**, in **Sector No. 10, Village Kopra - Kharghar, Tal. Panvel, Dist. Raigad** admeasuring **2049.94 square meters** or thereabout bounded that is to say:



On or towards the North by	:	Plot No.205 and 207
On or towards the South by	:	11 mtrs. Wide road
On or towards the East by	:	Plot No. 216
On or towards the West by	:	Plot No.204

(Herein referred to as the "Said Plot No.217")
(Herein Plot No. 204 & 217 are collectively referred to as "Said Plots")

3) **SEARCH** :

I have carried out search from Index II as maintained by Sub-Registrar Panvel 1, 2, 3, 4 & 5 for period of 6 years from 01/01/2006 till 06/03/2017 vide receipt No. 1452 which is annexed herewith. Notes of search are reproduced herein below. That from the available record documents mentioned in the notes of search were found during search.

4) **DOCUMENTS** :

For the purpose of investigation of title and search of the said property, I also perused the following documents:

Papers of Plot No.204,

- (i) Letter of allotment dt. 18/05/2006.
- (ii) Agreement to Lease dt. 11/10/2006 in respect of plot no.204.
- (iii) Letter cum NOC for transfer of Plot dt. 20/11/2006.
- (iv) Tripartite Agreement along with Deed of Declaration dt. 28/11/2006 in respect of plot no.204.
- (v) Letter cum Final order of Corporation dt. 21/12/2006.
- (vi) Old Commencement Certificate of Corporation dt. 15/09/2010 in respect of plot no.204.
- (vii) New Commencement Certificate of Corporation dt. 25/06/2015 in respect of plot no.204.

Papers of Plot No.217.

- (viii) Agreement to Lease Dt.:03/08/2007 in respect of Plot No.217.
- (ix) Tripartite Agreement Dt.12/08/2015 in respect of plot no.217.
- (x) Final order Dt.28/08/2015 in respect of plot no.217.
- (xi) Letter of Amalgamation Dt. 01/02/2016.
- (xii) Commencement Certificate Dt.06/02/2017 in respect of plot no.217

6) **INCIDENTS:-**

- (a) CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a Company incorporated under the Companies Act 1956 (I of 1956) hereinafter referred to as ("**The Corporation**") having its registered office at the Nirmal, 2nd floor, Nariman Point, Mumbai 400 021.
- (b) The Corporation has been already declared as a New Town Development Authority, under the provisions of sub section (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) hereinafter referred to a "**the said Act**") for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as site for New Town under sub section (1) of Section 113 of the said Act.
- (c) The State Government has acquired lands within the designated area of Navi-Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act.
- (d) By virtue of being the Development Authority the Corporation has been empowered under section 118 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 Government under the said Act.



- (e) That Agriculture land of **1) Mr. Ramnath Beldar Mayekar, 2) Mr. Devram Beldar Mayekar, 3) Mr. Madhukar Beldar Mayekar, 4) Mr. Anusaya Balaram Mohekar, 5) Smt. Gangubai Beldar** (hereinafter called and referred to as "**Mayekar & Others**") were acquired by state of Maharashtra under Land Acquisition Act.
- (f) That the Special Land Acquisition Officer (in short **SLAO**) has declared necessary award of said land under section 11 of Land Acquisition Act.
- (g) That Government of Maharashtra has declare a beneficial scheme for the persons whose land was acquired for Navi Mumbai project and as per said scheme plot of 12.5% area out of total acquired area was to be allotted to agriculturist on Leasehold basis.

Flow of Title of Plot No. 204.

- a) That under the Gaothan Expansion Scheme (i.e. 12½ % Scheme), the Corporation has agreed to allot said plot to **Mayekar & Others** for a period of 60 years and on Dt. 18/05/2006 has issued Letter of Allotment.
- b) That by an **Agreement to lease dated 11/10/2006** executed between The Corporation as one part and **Mayekar & Others** of the other part, **Said Plot No.204** was allotted by the Corporation to the said **Mayekar & Others** and the possession was handed over to **Mayekar & Others** on terms and conditions contained in the said agreement. Said Agreement to Lease is registered with **Sub-Registrar Panvel-3 on 11/10/2006 at serial No. PWL3-07271/2006**. That during the search said Agreement to lease was found to be registered with the Sub Registrar Panvel-3 on 11/10/2006.
- c) That as per term No. (d) on page 2 registrations page no. 4 of the said agreement to lease the corporation has agreed to



- grant **Said Plot No.204** to the **Mayekar & Others** for construction of building or buildings for residential user.
- d) That as per term No. (d) on page 4 registrations page no. 6 of the agreement to lease the corporation has posed a restriction on **Mayekar & Others** to commence the construction within 12 months and completes the same within 4 years.
- e) That on certification of completion of construction of building/buildings on the **Said Plot No.204** by the Town Planning officer of the Corporation lease deed is to be executed as per term No. 7 on page 10, registrations page no. 12 of the said agreement to lease.
- f) That as the lease is granted for construction a period of 60 years, the same is perpetual lease as per the provisions of the Transfer of Property Act, 1882.
- g) As per terms of the said agreement to lease the Corporation has posed an restriction on the Lease-Owners to start construction with one year from the date of agreement and to complete the same within 4 years from the date of said agreement in default the Corporation has right to cancel the license and take possession of the said plot.
- (h) That by letter dt. 20/11/2006 bearing **No. CIDCO/VASAHAT/SATAYO/KHARGHAR/235/2006** the Corporation has granted permission/NOC for transfer of leasehold rights of the plot 204 in favour of the developers.
- (i) By an **Tripartite Agreement dated 21/12/2006** along with **Deed of Declaration** executed between the Corporation as one part, **Mayekar & Others** as Original Licensee and **M/s. Meera Enterprises** a partnership firm through its partner's viz. **1) Mr. Manilal Mulji Patel, 2) Mr. Bhavesh Manilal Singhani, 3) Smt. Parvatiben Manilal Singhani, 4) Smt. Mittal Manilal Singhani, and 5) Smt. Nirmalaben Bhawanji Singhani** (hereinafter referred to as "**the Developers**"), the leasehold rights of **Said Plot**



S. M. LAD
ADVOCATE

- No.204** are transferred by the Corporation to the Developers and the possession is handed over to the Developers on terms and conditions contained in the said Tripartite Agreement. Said Tripartite Agreement is registered with **Sub-Registrar Panvel-2 on dt. 21/12/2006 at Serial No. PWL2-8055/2006**. That all the terms and conditions of the agreement to lease are applicable and binding on the Developers. That during the search said Tripartite Agreement was found to be registered with the Sub-Registrar Panvel-2 on 21/12/2006.
- (j) That by letter cum Final Order dt. 21/12/2006 of the Corporation, the Corporation has confirmed / ordered transfer of **Said Plot No.204** in favour of the Developers in the records of CIDCO.
- (k) That the Developer had applied for permission for development from the Corporation and has obtained development permission and Commencement Certificate dt. 15/09/2010 bearing **reference No. CIDCO/ATPO(BP)/1274** in the name of the Developer in respect of **Said Plot No.204**. That as per the Commencement Certificate the Corporation has permitted the Developer to construct a building of Ground Floor + 12 floors having 44 residential units in respect of **Said Plot No.204**.
- (l) That Commencement Certificate issued by the Corporation was cancelled and that Developer had again applied for Amended Development Certificate and accordingly permission is granted subject to the pending **RCS No.251/2014**. The CIDCO vide amended Commencement Certificate bearing **reference No. CIDCO/BP-6809/TPO(NM&K)/2015/714 Dt.: 26/06/2015** granted permission to construct residential building (Stilt + 13 Floor) having 46 Residential units in respect of **Said Plot No.204**.



Flow of Title of Plot No. 217.

- a) That under the Gaothan Expansion Scheme (i.e. 12½ % Scheme) the Corporation has agreed to allot said plot to **Mr. Vartekar** for a period of 60 years and on dt. **05/08/2015** has issued Letter of Allotment.
- b) That by an **Agreement to lease dated 03/08/2007** executed between The Corporation as one part and **Mr. Vartekar** of the other part, **Said Plot No.217** was allotted by the Corporation to the said **Mr. Vartekar** and the possession was handed over to **Mr. Vartekar** on terms and conditions contained in the said agreement. Said Lease Agreement is registered with **Sub-Registrar Panvel-1 on 03/08/2007 at serial No. PWL1-06297/2007**. That during the search said Agreement to lease was found to be registered with the Sub Registrar Panvel-1 on 03/08/2007.
- c) That as per term No. (d) on page 2 registrations page no. 3 of the said agreement to lease the corporation has agreed to grant **Said Plot No.217** to the **Mr. Vartekar** for construction of building or buildings for residential user.
- d) That as per term No. (d) on page 4 registrations page no. 5 of the agreement to lease the corporation has posed a restriction on **Mr. Vartekar** to commence the construction within 12 months and completes the same within 4 years.
- e) That on certification of completion of construction of building/ buildings on the **Said Plot No.217** by the Town Planning officer of the Corporation lease deed is to be executed as per term No. 7 on page 10, registrations page no. 14 of the said agreement to lease.
- f) That as the lease is granted for construction a period of 60 years the same is perpetual lease as per the provisions of the Transfer of Property Act.
- g) As per terms of the said agreement to lease the Corporation has posed an restriction on the Lease-Owners to start construction with one year from the date of agreement and



- to complete the same within 4 years from the date of said agreement in default the Corporation has right to cancel the license and take possession of the said plot.
- h) By an **Tripartite Agreement dated 12/08/2015** executed between the Corporation as one part, **1) Mr. Dattatray Mahadev Vartekar, 2) Mr. Hiranman Mahadev Vartekar, 3) Smt. Anusaya Mahadev Vartekar** (hereinafter referred to as **Mr. Vartekar and Others**) as Original Licensee and **M/s. Meera Enterprises** a partnership firm (hereinafter referred to as the "**Developers**"), the leasehold rights of **Said Plot No.217** is transferred by the Corporation to the Developers and the possession is handed over to the Developers on terms and conditions contained in the said Tripartite Agreement. Said Tripartite Agreement is registered with **Sub-Registrar Panvel-4** on dt. 12/08/2015 at **Serial No. PWL4-10085/2015**. That all the terms and conditions of the agreement to lease are applicable and binding on the Developers. That during the search said Tripartite was found to be registered with the Sub-Registrar Panvel-4 on 12/08/2015.
- i) That by letter cum Final Order dt. 28/08/2015 of the Corporation the Corporation has confirmed/ ordered transfer of **Said Plot No.217** in favour of the Developers in the records of CIDCO.
- j) That vide letter dt. 19/08/2015 Developer had applied for the permission of amalgamation from the corporation in respect of said plots bearing **Plot No.204** and **Plot No.217**.
- k) That by letter dt. 01/02/2016 bearing **No. CIDCO/ VASAHAT/KHARGHAR/235+84/2015**, the Corporation has granted permission / NOC for amalgamation of the said plots bearing Plot No.204 and 217 to the Developers.
- l) That the Developer had applied for permission for Development from the Corporation and has obtained development permission and Commencement Certificate dt.

06/02/2017 bearing reference No. CIDCO/BP-6809/TPO(NM)/2017/714 in the name of the Developer.

- (m) That as mentioned in para 3 hereinabove I have caused search from the Index II as maintained by Sub-Registrar Panvel- 1, 2, 3, 4 & 5 and during the search above referred **Agreement to lease dt. 11/10/2006, 03/08/2007 and Tripartite Agreement dt. 21/12/2006, 12/08/2015** in respect of said plots mentioned hereinabove was found to be registered against the registration serial numbers & dates referred to above.
- (n) That during search no other document was found to be registered with respect to said property encumbering and or creating mortgage over said property.
- (o) That as per the search taken and available documents the flow of title is in consonance with the available record.

7) **CONCLUSION** :

That said plot is held by **M/s. Meera Enterprises** on lease hold basis as per terms of Agreements Lease & Tripartite agreement mentioned herein above.

8) **CERTIFICATE AND TITLE** :

On the basis of the search taken, perusal of the documents referred to above and incipients pointed out as above, I am of the opinion that,

- i) Said Plot is free from encumbrances;
- ii) The said **M/s. Meera Enterprises** are seized and possessed of the said Plot on lease-hold basis as Licensee of the Corporation on the terms and conditions mentioned in the agreement to lease, tripartite agreements as mentioned hereinabove and their title to same is clear and marketable;
- iii) Said **M/s. Meera Enterprises** are entitled and have right to develop the said Plot by constructing thereon the building/s



consisting of independent residential blocks, shops etc, on what is commonly known as Flat Ownership Scheme;

- iv) Said **M/s. Meera Enterprises** are entitled to dispose the same to desiring purchasers.

Place : Panvel.
Date : 10/03/2017

(S. M. Lad)
Advocate



NOTES OF SEARCH FROM

Index II since 01/01/2006 to 06/03/2017

YEAR	FINDINGS
2006	Agreement to lease dt. 11/10/2006 at serial No. PWL3-07271/2006; Tripartite Agreement dated 21/12/2006 at Serial No. PWL2-8055/2006. [in respect of plot no.204]
2007	Agreement to lease dt. 03/08/2007 at serial No. PWL1-06297/2007.
2008	No adverse entry found
2009	No adverse entry found
2010	No adverse entry found
2011	No adverse entry found
2012	No adverse entry found
2013	No adverse entry found
2014	No adverse entry found
2015	Tripartite Agreement dt. 12/08/2015 at Serial No. PWL4-10085/2015. [in respect of plot no.217]
2016	No adverse entry found
2017	No adverse entry found

Note-

- 1) Computerized Index-II of the year 2006 to 2017 not bounded alphabetically and in haphazard manner.
- 2)
 - a) Sub-Registrar Office No. 1 - Index-II Record from Jan 2016 Onwards not made available for search.
 - b) Sub-Registrar Office No.2-Some of the Index-II Record for Year 2007 to 2016 is in loose, mix and torn condition and for the Year 2017 Index-II record available.
 - c) Sub-Registrar Office No. 3 - Index-II Record from Jan 2016 Onwards not made available for search.
 - d) Sub-Registrar Office no.4 (office has started since 2012) - Index-II Record from Jan 2016 Onwards not made available for search.

- e) Sub-Registrar Office No.5 (office has started since 2012) - Index-II Record from Jan 2016 Onwards not made available for search.
- 3) There was no entire record found pertaining to the total no. of books or total No. of pages or total No. of entries made till date pertaining to the respective village.

Panel
Date: 06/03/2017.

Note :
Original Search fees receipt No. 1452
dt: 06/03/2017 is annexed herewith.


(S. M. Lad)
Advocate





