

**SURAJ P. KADAM**  
B.Sc, LL.B, LL.M

ADVOCATE HIGH COURT

Office:-

JN-1/35/A-5

Sector-9, Behind Hotel Shabri  
Vashi, Navi Mumbai.

Phone 9833 96 89 11

Date : 24/07/2016

**TITLE CERTIFICATE**

**ALL that piece and parcel of Plot No.48, Sector-27, admeasuring 250 Sq. Mtrs., Nerul (12.5% Scheme G.E.S), Tal. & Dist. Thane** (herein after referred as the said Plot)

I have investigated the title of **M/S. AAMANTRAN DEVELOPERS**, a partnership firm duly registered under Indian Partnership Act, 1932, Through its Partner **1)MR.DINESH GELA GOTHI 2)MR.MAHAVIR NEMICHAND JAIN**, having office at Shop No.1, Shree Datta Prasanna, Plot No.C-35, Sector-20, Nerul, Navi Mumbai, in respect of abovesaid **Plot No.48, Sector-27, admeasuring 250 Sq. Mtrs., Nerul (12.5% Scheme G.E.S), Tal. & Dist. Thane** (herein after referred as the said Plot)

1. The City and Industrial Development Corporation of Maharashtra Ltd., a Company incorporated under the Companies, Act 1956, and having its registered Office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai – 400 021, (hereinafter referred to as the CIDCO/CORPORATION) is the New Town Development Authority declared and appointed by the State Government in the exercise of its power under Section 113 (3A) of the Maharashtra Regional and Town Planning Act 1966 (herein after referred to as The 'MRTP ACT')
2. By an '**Agreement to Lease**' made at Navi Mumbai duly registered at Joint sub-registrar Thane on **dt.26/08/2013** under **Sr.No.TNN11-6896-2006**, and Receipt No. **7121**, between the CIDCO (therein referred to as "THE CORPORATION") of the one part and **MR.GHANSHYAM**

*(Handwritten Signature)*



**JATASHANKAR BHATT**, (therein and hereinafter referred to as the LICENSEE) of the other part, hereinafter referred to as the said **Agreement to Lease**. The CIDCO had agreed to grant, to the Licensee, a lease, under 12.5% scheme (Gaothan Expansion Scheme) for sixty years of all that piece or parcel of land bearing **Plot No.48, Sector-27 (G.E.S), Nerul, admeasuring 250 Sq. Mtrs., Nerul, Tal. & Dist. Thane**, or thereabouts upon the performances and observances by the Original Licensee/owner of the obligations and the terms and conditions contained therein.

3. After obtaining permission from the CIDCO abovesaid **MR.GHANSHYAM JATASHANKAR BHATT**, vide '**Tripartite Agreement**' duly registered at Sub-Registrar Office **Thane- 6**, vide Registration No. **TNN6-3930-2013** on dated **26/08/2013**, Receipt No. **4453** has sold, transferred, assigned and relinquished all his leasehold rights, title and interest in respect of said Plot to **M/S.AAMANTRAN DEVELOPERS**, a partnership firm duly registered under Indian Partnership Act, 1932, Through its Partner **1)MR.DINESH GELA GOTHI 2)MR.MAHAVIR NEMICHAND JAIN**. And CIDCO by its letter bearing reference No. **CIDCO/Vasahat/12.5%/Darave/201/2013/288** dated **30/10/2013** transferred The said plot, in its record/s, in the name of **M/S.AAMANTRAN DEVELOPERS**, Through its Partner **1)MR.DINESH GELA GOTHI 2)MR.MAHAVIR NEMICHAND JAIN**.
4. **1)MR.DINESH GELA GOTHI 2)MR.MAHAVIR NEMICHAND JAIN** Partners of **M/S. AAMANTRAN DEVELOPERS** (herein after referred as "the Builder/Developer") propose to develop and to construct residential building thereon.
5. The Builder/Developer through their Architect prepared building plans and had obtained a Commencement certificate and Development Permission vide letter No. **NMMC/NRV/BP/Case No. 17631/3356/2015** dated **09/07/2015**.



*(Handwritten signature)*

6. **MR.DINESH GELA GOTHI**, retired from the said partnership firm and 1)**MR.HIRJI GELA GOTHI** 2)**MR.GANGDAS RAMJI GANDHI**, was admitted as a new partner on dt. 01/04/2015 in **M/S.AAMANTRAN DEVELOPERS**

In the view of above records and search conducted by Me, I am of the opinion that, the title of **M/S. AAMANTRAN DEVELOPERS** in respect of abovesaid **Plot No. 48, Sector-27 (G.E.S), admeasuring 250 Sq. Mtrs., Nerul, Tal & Thane. Thane.**, is clear and marketable and is free from any encumbrances of whatsoever nature.

**Documents perused:-**

1. Original **Agreement to Lease** duly registered at Joint sub-registrar Thane on dt.06/12/2006 under Sr.No. **TNN11-6896-2006**, and Receipt No. 7121, between the CIDCO (therein referred to as "THE CORPORATION") of the one part and **SHRI.BALARAM DANU (JANU) PATIL & Others-4**.
2. Original '**Rectification Deed**' between the CIDCO of the one part and **MR.GHANSHYAM JATASHANKAR BHATT** at the other part duly registered at Joint Sub Registrar on dated 26/08/2013 under Sr.No. **TNN6-3929-2013**, and Receipt No. 4452,
3. Original '**Tripartite Agreement**' duly registered at Sub-Registrar Office on dt.26/08/2013, under Sr. No. **TNN6-3930-2013**, Receipt No. 4453,
4. Original **Transfer order** issued by **CIDCO** bearing Ref.No. **CIDCO/Vasahat/12.5%/Darave/201/2013/288** dated 30/10/2013.
5. Original **Development Permission** and the **Commencement Certificate**, issued by **CIDCO** bearing Ref. No. **NMMC/NRV/BP/Case No. 17631/3356/2015** dated 09/07/2015.
6. **Certified copy** issued by of ROF for notice of change of Retirement of Partner and new Incoming partners.

**Suraj P. Kadam**  
Advocate High Court, Mumbai

