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इतर  
पावती

Original/Duplicate

Tuesday, 10 March 2015 2:25  
PM

नोंदणी क्र.: 39म  
Regn.: 39M

पावती क्र.: 2097 दिनांक: 10/03/2015

दावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: पवेल-1-0-2015

दस्तऐवजाचा प्रकार:

सादर करणाऱ्याचे नाव: अॅड. मिनल बी. घोला

वर्गानु अर्ज क्र. 746/2015 सदनिका क्र. 01, सेक्टर 53, डीनागिरी मन 1986 ते 2015

शोध व निरीक्षण

₹. 750.00

एकूण:

₹. 750.00

JOINT S R PANVEL 1

सह दुय्यम निबंधक, वर्ग-२  
(पवेल-१)

1); देयकाचा प्रकार: By Cash रक्कम: ₹ 750/-

Ref. No.MBK/06/2015/02

Date : 3<sup>rd</sup> June, 2015**TITLE CERTIFICATE**

I have investigated the title of Plot No.1, under 12.5 % Gaothan Expansion Scheme, admeasuring about 2100 sq. mtrs., Sector-53, in Dronagiri, Tal. Panvel, Dist. Raigad.

**WHEREAS :**

1. THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Company incorporated under the Companies Act, 1956 ( I of 1956 ) hereinafter referred to as 'THE CORPORATION' is the New Town Development Authority declared for the area designed as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra XXXIII of 1966).
2. The State Government has acquired lands and vested such lands in the Corporation for development and disposal.
3. The Corporation laid down Plots in Chauje Bokadvira, Navi Mumbai, on one such piece of land so acquired by the State

Government and subsequently vested by the State Government in the Corporation for being leased to its intending Lessee.

4. WHEREAS by Agreement to Lease made at C.B.D-Belapur on the 7<sup>th</sup> March, 2005, duly registered with the Sub-Registrar of Uran, on 07.03.2005, under Sr. No.2352/2005, by the Corporation (hereinafter referred to as "The Said Agreement") the Corporation agreed to grant a lease and 1) **SHRI. ANANT GANYA BHAGAT**, 2) **SMT. SARASWATI BHALCHANDRA PATIL**, 3) **SMT. PARVATI BALKRISHNA THAKUR**, 4) **SMT. VANITA RAMKRISHNA THAKUR**, the Original Licencees agreed to accept the Lease of Plot No.01, under 12.5% Gaothan Expansion Scheme, in Sector-53, Village Chanje Bokadvira, Tal. Uran & Dist. Raigad, admeasuring about 2100 sq. mtr. Area, on the terms and conditions specified therein.

5. WHEREAS the Original Licencees **SHRI. ANANT GANYA BHAGAT & others** had sold/transferred & assigned the said Plot No.01 to **MR. HASMUKH CHAMANLAL MORBIA** vide Tripartite Agreement dated 22.06.2005, duly registered with Sub-Registrar of Panvel-3 on 22.06.2005, under Serial No.1976/2005, executed between 1) the **CORPORATION**, 2) **SHRI. ANANT GANYA BHAGAT & others** and 3) **MR. HASMUKH CHAMANLAL MORBIA** and **CORPORATION** has transferred the said Plot in the name of **MR. HASMUKH CHAMANLAL MORBIA**, vide its Letter No.

CIDCO/ESTATE/ 12.5% SCHEME/CHANJE - BOKADVIRA/ 347/2005,  
dated 27.06.2005.

6. WHEREAS **MR. HASMUKH CHAMANLAL MORBIA** had sold/ transferred & assigned the said Plot No.1 to **M/S. RUPA ESTATE** through its partners 1) **MR. BIMAL JITENDRA DESAI**, 2) **MR. RAJESH SHANTILAL SHAH**, 3) **MR. HEMENDRA RAMJI VIRA**, 4) **MR. GIRISH VASANJI DEDHIA**, 5) **MR. MAYUR RASIKLAL SATRA**, 6) **MR. PARAG JITENDRA GANDHI**, 7) **MR. HITESH CHANDRASEN KOTHARI**, vide Tripartite Agreement dated 8<sup>th</sup> April, 2008, duly registered with Sub-Registrar of Uran, on 08.04.2008, under Serial No.1029/2008, executed between 1) **CORPORATION**, 2) **MR. HASMUKH CHAMANLAL MORBIA** and 3) **M/S. RUPA ESTATE**, and **CORPORATION** has transferred the said Plot in the name of **M/S. RUPA ESTATE** vide its Letter No.CIDCO/ESTATE/N.A./12.5% SCHEME/ DRONAGIRI/347/2008, Dated 02.06.2008

7. WHEREAS **MR. RAJESH SHANTILAL SHAH** Partner of **M/s. RUPA ESTATE** expired on 25.04.2013 and in his place **SMT. RITA RAJESH SHAH** widow & legal heir & successor of **Late. MR. RAJESH SHANTILAL SHAH** is admitted as partner in the said Firm. The said change in constitution in the partnership of **M/s. RUPA ESTATE** has recorded in the CIDCO Ltd, vide its letter bearing No. CIDCO/Estate/12.5% Scheme/Dronagiri/347/2014/833, dated 26.05.2014,

8. Whereas the Subsequent Licensees M/S. RUPA ESTATE through its partners 1) MR. BIMAL JITENDRA DESAI, 2) SMT. RITA RAJESH SHAH, 3) MR. HEMENDRA RAMJI VIRI, 4) MR. GIRISH VASANJI DEDHIA, 5) MR. MAYUR RASIKLAL SATRA, 6) MR. PARAG JITENDRA GANDHI, 7) MR. HITESH CHANDRASEN had sold/transferred & assigned the said Plot No.01 to M/S. APEX REALTY through its partners 1) MR. NARESH POPATLAL SHAH, 2) MR. KARAN NARESH SHAH, 3) MR. VIPUL RASIKLAL SHAH, 4) MR. DWIJEN VIPUL SHAH, 5) MR. AKASH PREMKUMAR GUPTA, referred to as "The New Subsequent Licensees ", vide Tripartite Agreement dated 10<sup>th</sup> September, 2014, duly registered with Sub-Registrar on 12.09.2014, duly registered with Sub-Registrar of Uran, under Sr. No. 1240/2014, executed between I) the CORPORATION, II) M/S. RUPA ESTATE through its partners 1) MR. BIMAL JITENDRA DESAI, 2) SMT. RITA RAJESH SHAH, 3) MR. HEMENDRA RAMJI VIRI, 4) MR. GIRISH VASANJI DEDHIA, 5) MR. MAYUR RASIKLAL SATRA, 6) MR. PARAG JITENDRA GANDHI, 7) MR. HITESH CHANDRASEN III) M/S. APEX REALTY through its partners 1) MR. NARESH POPATLAL SHAH, 2) MR. KARAN NARESH SHAH, 3) MR. VIPUL RASIKLAL SHAH, 4) MR. DWIJEN VIPUL SHAH, 5) MR. AKASH PREMKUMAR GUPTA, as per terms and conditions contained therein and the CORPORATION has transferred the said Plot

in the name of M/S. APEX REALTY vide its Letter No. CIDCO/ESTATE/12.5% SCHEME/DRONAGIRI/347/2014, Dated 18.09.2014

WHEREAS "THE CORPORATION", has granted permission by its letter No. CIDCO/BP-13213/TPO(NM&K/2015/580 Dated 25<sup>th</sup> May, 2015 to commence the construction work of residential building on the said plot on the terms and conditions mention therein and the BUILDER has completed the construction work of the Residential – cum- commercial Building on the said Plot No.1, under 12.5 % Gaothan Expansion Scheme, admeasuring about 2100 sq. mtrs., Sector-53, in Dronagiri, Tal. Panvel, Dist. Raigad.

For the purpose of this certificate I have perused the original of the following documents:-

- i) Agreement to Lease dated the 7<sup>th</sup> March, 2005
- ii) Tripartite Agreement dated 22<sup>nd</sup> June, 2005
- iii) Tripartite Agreement dated 8<sup>th</sup> April, 2008
- iv) Tripartite Agreement dated 10<sup>th</sup> September, 1914
- v) Commencement Certificate dated 25<sup>th</sup> May, 2015

Further 1) MR. NARESH POPATLAL SHAH, 2) MR. KARAN NARESH SHAH, 3) MR. VIPUL RASIKLAL SHAH, 4) MR. DWIJEN VIPUL SHAH, 5) MR. AKASH PREMKUMAR GUPTA Partners of M/S. APEX REALTY of have declared that they have not encumbered and or alienated the said Plot in any nature.

On the basis of the documents submitted & declaration made by 1) MR. NARESH POPATLAL SHAH, 2) MR. KARAN NARESH SHAH, 3) MR. VIPUL RASIKLAL SHAH, 4) MR. DWIJEN VIPUL SHAH, 5) MR. AKASH PREMKUMAR GUPTA Partners of M/S. APEX REALTY, We do hereby certify that the title of Plot No.1, under 12.5 % Gaothan Expansion Scheme, admeasuring about 2100 sq. mtrs., Sector-53, in Dronagiri, Tal. Panvel, Dist. Raigad, is clear and marketable and is free from all encumbrances of whatsoever nature.

### SCHEDULE OF PLOT

All that piece or parcel of land bearing Plot No.01, under 12.5% Gaothan Expansion Scheme, in Sector-53, Chanje - Bokadvira, Tal. Uran & Dist. Raigad, containing by admeasurement 2100 sq. mtrs. or thereabouts and bounded as follows :-

ON OR TOWARDS THE NORTH BY	:	PROP. 22 MTR. ROAD
ON OR TOWARDS THE SOUTH BY	:	PLOT NO.2
ON OR TOWARDS THE EAST BY	:	PLOT NO.20, 21 & 22
ON OR TOWARDS THE WEST BY	:	PROP. 22 MTR. ROAD

*M. B. Khanna*

*Mrs. Minal B. Khanna*  
B. Sc. LL.B.  
Advocate High Court & Notary  
108, J. K. Chamber, Plot No. 76,  
Sector - 17, Vashi, Navi Mumbai - 400 705.

Date : 3<sup>rd</sup> June, 2015

**SEARCH REPORT**

To,  
Mrs. Minal B. Khona  
Advocate High Court  
Vashi, Navi Mumbai

**Sub : Plot No.1, under 12.5 % Gaothan Expansion Scheme,  
admeasuring about 2100 sq. mtrs., Sector-53, in  
Dronagiri, Tal. Panvel, Dist. Raigad.**

Madam,

As per your instruction I have taken search of the above mentioned property in the office of Sub-Registrar of Assurances At Panvel, for the years from 1986 to 2015. The details year wise given below :-

<b><u>YEAR</u></b>	<b><u>PARTICULARS</u></b>
1986	NIL
1987	NIL
1988	NIL
1989	NIL
1990	NIL
1991	NIL
1992	NIL
1993	NIL
1994	NIL
1995	NIL
1996	NIL
1997	NIL
1998	NIL
1999	NIL
2000	NIL



2001	NIL
2002	NIL
2003	NIL
2004	NIL
2005	Agreement to Lease dated 7 <sup>th</sup> March, 2005, duly registered with the Sub-Registrar of Uran, on 07.03.2005, under Sr. No.2352/2005, by the Corporation and 1) SHRI. ANANT GANYA BHAGAT, 2) SMT. SARASWATI BHALCHANDRA PATIL, 3) SMT. PARVATI BALKRISHNA THAKUR, 4) SMT. VANITA RAMKRISHNA THAKUR
	Tripartite Agreement dated 22.06.2005, duly registered with Sub-Registrar of Panvel-3 on 22.06.2005, under Serial No.1976/2005, executed between 1) the CORPORATION, 2) SHRI. ANANT GANYA BHAGAT & others and 3) MR. HASMUKH CHAMANLAL MORBIA
2006	NIL
2007	NIL
2008	Tripartite Agreement dated 8 <sup>th</sup> April, 2008, duly registered with Sub-Registrar of Uran, on 08.04.2008, under Serial No.1029/2008, executed between 1) CORPORATION, 2) MR. HASMUKH HAMANLAL MORBIA and 3) M/S. RUPA ESTATE
2009	NIL
2010	NIL
2011	NIL

2012 NIL  
2013 NIL  
2014 Tripartite Agreement dated 10<sup>th</sup> September, 2014, duly registered with Sub-Registrar Uran on 12.09.2014 under Sr. No. 1240/2014, executed between I) the CORPORATION, II) M/S. RUPA ESTATE III) M/S. APEX REALTY,

General Power of Attorney dated 10<sup>th</sup> September, 2014 duly registered with Sub-Registrar Uran on 12.09.2014, under Sr. No. 1241/2014 between the partners of M/S. APEX REALTY

2015 INDEX II IS NOT READY

\* NIL subject to mutilated record and torn pages, and documents lodged for registration but not indexed and record available at Registrar office. Whereas records at Sub-Registrar of Panvel is not available as the office is under renovation.

Yours faithfully,



Search Clerk

(Mr. Rupesh Kamble)