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Advocate (High Court)

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Date: 5 Jul 2017

To whom it may concern

Subject: Legal scrutiny report.

Document: Samudrika/EssGee Tradefin/Title Certificate

Ref: Investigation of title to the plot

- (a) Property : Plot number 183
- (b) Admeasuring : 1250 sq mts
- (c) Location : Sector 53, Dronagiri, Taluka Uran, Navi Mumbai
- (d) District : Raigad
- (e) Owner/New Licensee : **ESS GEE Tradefin Pvt. Ltd.**, (PAN Number AAACE4342E) a company duly incorporated under the provision of Companies Act, 1956, through its Director **Shri. Rajesh Kumar Surana** having address at 158-159, APMC Market I, Phase II, Vashi, Navi Mumbai

This is to certify that I have investigated the title of **M/s ESS GEE Tradefin Pvt. Ltd.**, (PAN Number AAACE4342E) a company duly incorporated under the provision of Companies Act, 1956, through its Director **Shri. Rajesh Kumar Surana** having address at 158-159, APMC Market I, Phase II, Vashi, Navi Mumbai to the above referred plot in their name and the same I state as under.

I am asked to give my opinion in certificate with regards to title of the captioned of the plot and the same is as under.

The City and Industrial Development, Corporation of Maharashtra Ltd., a Govt. Company within the meaning of the Companies Act, 1956, (I of 1956) (hereinafter referred to as 'CIDCO') having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021, is a New Town Development Authority, under the provision of sub-sec. (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966.

The state Government is pursuant to section 113(A) of the said Act, acquiring lands described therein and vesting the land in the Corporation for development and disposal.



1. History of the title of the caption property

- 1.1. Whereas state government in pursuant to section 113 (I) of the said Act, acquired the land described therein and vested such lands to CIDCO for development. Such piece of land so acquired by the State Government was subsequently vested by the State Government to the CIDCO for being leased to its intending Lessees.
- 1.2. Whereas by an Intent Letter **CIDCO/Bhumi/Satyo/Dronagiri/S. Sodat/82/2007** dated **21 August 2007**, CIDCO has offered to grant on lease to the **Original Licensee** namely **Shri Ramnath Kana Thakur** residing at **Dhutum, Post. Jasai, Taluka, Uraan, District Raigad**, all that Piece and Parcel of Land of Project Plot
- 1.3. Vide allotment letter **CIDCO/Bhumi/Satyo/165/Dronagiri/2008** dated **07 Mar 2008** and Agreement to lease dated **15 May 2008** registered with the Sub Registrar of Assurance at Uran Sr. No **Uran/1509/2008**, CIDCO allotted leasehold said plot, which is more particularly described in the schedule attached hereunder for consideration and upon the terms & conditions contained in the said agreement to **Original Licensee**.
- 1.4. The said **Original Licensee** had sold the said plot to **M/S. Borude Builder & Developers**, a Proprietorship Firm through its sole Proprietor **Mr. Mahadev Yeshwant Borude** (hereinafter referred as **Borude Builder & Developers**) and for the said purpose and the said plot was transferred to **Borude Builder & Developers**, vide tripartite agreement Sr. No. **82/2009** dated **06 October 2009** between **Original Licensee, M/s. Borude Builder & Developers and CIDCO**
- 1.5. The CIDCO transferred the aforesaid Plot in the name of **Borude Builder & Developers** by transfer order **CIDCO/Vasahat/Satyo/Dronagiri/165/2010** dated **10 November 2010**
- 1.6. The **M/S. Borude Builder & Developers** has sold the said plot to **M/s. GDC Buildcon Pvt. Ltd**, a Company incorporated under the Companies Act, 1956 represented by its Director **Mr. RAMESH LAJI GAJRA** having registered office address at Plot 7, Sector 17, Roadpali, Kalamboli (hereinafter referred as **GDC Buildcon**) and for the said purpose and the said plot was transferred to **GDC Buildcon** vide tripartite agreement Sr. No. **1170/2011** dated **25 August 2011** between **Borude Builder & Developers, M/s. GDC Buildcon Pvt. Ltd and CIDCO**.
- 1.7. The CIDCO transferred the aforesaid Plot in the name of **GDC Buildcon** by transfer order **CIDCO/Vasahat/Satyo/Dronagiri/165/2011/1172** dated **05 September 2011**
- 1.8. Vide Affidavit dated **15 Apr 2014**, **GDC Buildcon Pvt. Ltd** confirmed that while purchase of said plot from **Borude Builder & Developers**, property documents **(1) Intent letter** issued to original licensee date **21 Aug 2007**, **(2) Allotment Letter** issued to original licensee dated **07 Mar 2008** and **(3) Agreement of Lease** executed between CIDCO and original licensee dated **15 May 2008** were not traceable and missing report for the same is reported at police station on **02 May 2014**.
- 1.9. The **GDC Buildcon** has sold the project plot to **M/s ESS GEE Tradefin Pvt. Ltd.** vide tripartite agreement Sr. No. **1056/2014** dated **4 August 2014** between **M/s ESS GEE Tradefin Pvt. Ltd., GDC Buildcon and CIDCO**.



- 1.10. For that title purpose **M/s ESS GEE Tradefin Pvt. Ltd.** had issued a public notice dated **26 Apr 2015** before the execution and registration of Tripartite agreement. After completion of notice period there is no objection from anyone for the said purpose
- 1.11. The CIDCO transferred the aforesaid Plot in the name of **M/s ESS GEE Tradefin Pvt. Ltd.** by transfer order **CIDCO/Vasahat/satyo/Dronagiri/165/2014 dated 19 August 2014**
- 1.12. In the circumstances, the **M/s ESS GEE Tradefin Pvt. Ltd.** are entitled to develop the said Plot by constructing building as per the building plans that shall be sanctioned.
- 1.13. **M/s ESS GEE Tradefin Pvt. Ltd.** hereby declare and confirm that there are no litigation on project land.
- 1.14. **M/s ESS GEE Tradefin Pvt. Ltd.** hereby declare confirm that there is no encumbrances on the project plot.
- 1.15. **M/s ESS GEE Tradefin Pvt. Ltd.** has perform search on project land. Search report dated **07 Mar 2015** confirms that there are no litigation, lien, encumbrances on project land.
- 1.16. CIDCO has sanctioned the building plans, specifications and designs vide **Commencement Certificate and Development Permission Letter No. CIDCO/BP-11243/TPO (NM & K)/2015/179 dated 18/02/2015**
- 1.17. And whereas following to implementation of RERA act, the **M/s ESS GEE Tradefin Pvt. Ltd.** wants to pursue for application to registered the **Said Project with RERA Authority as per Real Estate (Regulations and Development) Act 2016**
- 1.18. Vide section 55 (1) (a) of Transfer of Property Act 1882, **M/s. ESS GEE Tradefin Pvt. Ltd** has provided marketable title which is without any material defect in the property or in the title and has rights to sell the said flat. Additionally, vide section 55 (1) (b) of Transfer of Property Act 1882, **M/s. ESS GEE Tradefin Pvt. Ltd** has produce not only the documents of title in his possession but also those which are in his power to produce.
- 1.19. The said **M/s ESS GEE Tradefin Pvt. Ltd.** have sole and exclusive right to sale the flats in the building/s constructed thereon and to enter in to agreements/s with the Purchaser/s and to receive the sale price in respect thereof

2. Documents perused:

I have seen and verified the following documents with regards to the title of the captioned plot in question.

- 2.1. True copy of Letter of intent issued by CIDCO to **Original Licensee** vide letter **CIDCO/Bhumi/Satyo/Dronagiri/S. Sodat/82/2007 dated 21 Aug 2007**
- 2.2. True copy of Allotment letter issued by CIDCO to **Original Licensees** vide letter **CIDCO/Bhumi/Satyo/Dronagiri/165/2008 dated 07 Mar 2008** and same is annexed hereto as **Annexure B**
- 2.3. True copy of Agreement to lease between CIDCO and **Original Licensees** dated **15 May 2008** registered with the Sub Registrar of Assurance at **Uran Sr. No Uran/1509/2008** and copy of Possession letter issued by CIDCO in favor of original Licensee dated 25 Nov 2010



- 2.4. True copy of Tripartite agreement registered between **CIDCO, Original Licensee and Borude Builder & Developers, Sr. No. 82/2009** dated **06 October 2009**
- 2.5. Copy of the transfer letter of the said plot to **Borude Builder & Developers** issued by CIDCO dated **CIDCO/Vasahat/Satyo/Dronagiri/165/2010** dated **10 November 2010**
- 2.6. True copy of Tripartite agreement registered between **CIDCO, Borude Builder & Developers and GDC Buildcon, Sr. No. 1170/2011** dated **25 August 2011**
- 2.7. Copy of missing report registered with police station dated **02 May 2014**
- 2.8. Copy of the transfer letter of the said plot to **GDC Buildcon** issued by CIDCO dated **CIDCO/Vasahat/Satyo/Dronagiri/168/2011/1172** dated **05 September 2011**
- 2.9. Copy of public notice issued by **M/s ESS GEE Tradefin Pvt. Ltd.** had issued a public notice dated **26 Apr 2015**
- 2.10. True copy of Tripartite agreement registered between **GDC Buildcon Pvt. Ltd, CIDCO and M/s ESS GEE Tradefin Pvt. Ltd, Sr. No. 1056/2014** dated **04 August 2014**
- 2.11. Copy of the transfer letter of the said plot to **M/s ESS GEE Tradefin Pvt. Ltd** issued by CIDCO **CIDCO/Vasahat/satyo/Dronagiri/165/2014** dated **19 August 2014**.
- 2.12. Commencement certificate issued by CIDCO **CIDCO/BP-11243/TPO (NM & K)/2015/179** dated **18/02/2015**
- 2.13. Affidavit executed by Original Licensee / New licensee in respect of title dated **12 Mar 2015**
- 2.14. Search Report dated **07 Mar 2015** issued by **Mr. Kishor Dhakad**

All the above documents show that **ESS GEE Tradefin Pvt. Ltd.**, (PAN Number AAACE4342E) a company duly incorporated under the provision of Companies Act, 1956, through its Director **Shri. Rajesh Kumar Surana** having address at 158-159, APMC Market I, Phase II, Vashi, Navi Mumbai is New Licensee of the captioned plot and the title of the said plot is seems to be clear, free from encumbrances and marketable subject to the **agreement to lease** dated 15 May 2008 and **Tripartite Agreement with EssGee Tradefin, GDC Buildcon and CIDCO** dated 4 Aug 2015 and search report. I have not taken search from any offices for records of rights of the said plot.

3. Search Duration:

During the course of search carried out by the **Mr. Kishor Dhakad** for the period of last 10 year made in the office of sub-register Panvel/Uran he has not found any act of encumbrance over the caption property as per search report dated **07 Mar 2015** given by the **Mr. Kishor Dhakad** said search report is enclosed herewith.

4. Base of the title:

This title clearance certified is issued subject to the basis of documents of successive lease hold ownership over the captioned plot before me as stated in para 2 and same is confirmed by the concern party/ies.



Scheduled of the Plot

ALL that piece and parcel of Plot bearing **Plot No. 183, Sector – 53, Dronagiri, Uran, Navi Mumbai** allotted under **12.5% Scheme** and containing by admeasurement an area of 1250 Sq. Mtrs. and bounded as under:

On or towards the North	:	Plot No. 184 and 184B
On or towards the South	:	Plot No. 182
On or towards the East	:	Plot No. 187, 188 & 189
On or toward the West	:	22.00 Mts. Wide Road

I am returning herewith the above documents which were produce before me for verification and title for your kind perusal and record.

Thanking you



V G. Bhorania
B.Sc (Agri) LL.B
Advocate High Court
Managing Partner
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Levatio Advocates & Associates LLP



Managing Partner

For **ESS GEE TRADEFIN PVT. LTD.**



Director

Documents Submitted and confirmed as per para B by

M/s EssGee Tradefin Pvt. Ltd.
Director
Shri. Rajesh Kumar Surana