

# Santosh Manohar Lad.

Advocate (MAH:1000/1994)

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## SEARCH REPORT & TITLE CERTIFICATE

Sub: - Search Report & Title Certificate with Respect to Plot No. 38, Sector-5-A lying and being at Village Karanjade, Tal. Panvel, Dist. Raigad.

### TO WHOMSOEVER IT MAY CONCERN

1) INSTRUCTIONS :

On the request of **Mr. Nilesh Chandulal Rukhana, partner of M/s. LANDINFRA DEVELOPERS.**, having its registered office address at **Shop No.01, ground floor, Payal Park, Plot No.52, Sector-04, Karanjade, Taluka Panvel, Dist-Raigad**, 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. 38, in Sector No. 5-A, Village Karanjade, Navi Mumbai, Tal. Panvel, Dist. Raigad admeasuring 400 square meters or thereabout and bounded that is to say:

On Or towards North by : Plot No. 55 & 56.  
On Or towards South by : 11 mtrs wide Road  
On Or towards East by : Plot No. 39.  
On Or towards West by : Plot No. 37.

(Herein referred to as the "**Said Plot**")

3) SEARCH :

Accordingly, I have carried out search of the Index No. II as maintained in the office of Sub-Registrar of Assurances at Panvel 1, 2, 3, 4 & 5 and Registrar of Assurances at Panvel for a period of 30 years i.e. **from 01/01/2012 to 20/08/2016 vide receipt no.**

**7694** with respect to the said Plot. 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 Plot, I also perused the following documents:

- (i) Deed of Partnership of Developer dt. 15/12/2015.
- (ii) Deed of Admission of new Partner dt. 15/2/2016.15<sup>th</sup> February 2016.
- (iii) Letter in intent issued by CIDCO dt. 15/03/2012.
- (iv) Agreement to Lease, dt. 09/02/2015, registered on same day.
- (v) Tripartite Agreement dt. 25/3/2015 registered on 26/3/2015.
- (vi) Letter cum final order of Corporation dt. 30/03/2015.
- (vii) Tripartite Agreement dt. 28/3/2016 registered on 01/4/2016.
- (viii) Letter cum final order of Corporation dt. 13/04/2016.
- (ix) Commencement Certificate of Corporation dt. 25/7/2016.

5) **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** or **CIDCO**") having its registered office at the Nirmal, 2<sup>nd</sup> 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 That **1) Mr. Baliram Sitaram Bahira, 2) Mr. Ramdas Sitaram Bahira, 3) Mr. Anant Sitaram Bahira. 4) Mr. Balkrishna Sitaram Bahira, 5) Smt. Yashoda Harishchandra Thalkar, 6) Mr. Arun Gopinath Bahira, 7) Mr. Sheshnath Gopinath Bahira, 8) Mr. Dwarkanath Gopinath Bahira, 9) Smt. Ujwala Vasudev Awaskar, 10) Smt. Chhaya Jaywant Bhoir, 11) Smt. Sugandha Yashwant Koli, 12) Smt. Talsa Motiram Bahira, 13) Mr. Ashok Motiram Bahira, 14) Mr. Sandeep Motiram Bahira, 15) Mr. Jaydeep Motiram Bahira, 16) Mr. Shainit Motiram Bahira, 17) Smt. Saraswati Ramesh Thale** (hereinafter called and referred to as "**Mr. Bahira & others**") was acquired by state of Maharashtra under Land Acquisition Act.
- (f) That the Special Land Acquisition Officer (in short **SLAO**) has declared necessary award of acquired 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.
- (h) That under the Gaothan Expansion Scheme (i.e. 12 ½ % Scheme) the Corporation has agreed to allot said plot to Mr. Bahira & others for a period of 60 years and on 15/3/2012 has issued letter of intent in favour of Mr. Bahira & others.

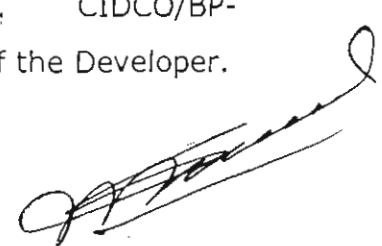


- (i) That in furtherance to letter of intent and letter of allotment by agreement to lease dated 09/02/2015 executed between The Corporation as one part and **Mr. Bahira & others** of the other part, said Plot was allotted by the Corporation to the said **Mr. Bahira & others** and the possession was handed over to **Mr. Bahira & others** on terms and conditions contained in the said agreement. Said Agreement to Lease is registered with **Sub-Registrar Panvel-4 on 9/02/2015 at serial No. PWL4-1726/2015**. That during the search said Agreement to lease was found to be registered with the Sub Registrar Panvel-4 on 10/02/2015.
- (j) That as per term No. (d) on page 2 registrations page no. 13 of the said agreement to lease the corporation has agreed to grant said plot to the **Mr. Bahira & others** construction of building or buildings for residential & Commercial user.
- (k) That as per term No. (d) on page 5 registrations page no. 19 of the agreement to lease the corporation has posed a restriction on **Mr. Bahira & others** to commence the construction within 12 months and completes the same within 4 years.
- (l) That on certification of completion of construction of building/buildings on the said plot by the Town Planning officer of the Corporation lease deed is to be executed as per term No. 7 on page 12, registrations page no. 32 of the said agreement to lease.
- (m) 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.
- (n) 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.
- (o) That by a **Tripartite Agreement** dated 25/03/2015 executed



between **The Corporation** as one part **Mr. Bahira & other** as "**ORIGINAL LICENSEE**" and **M/s. LK Infrastructure Pvt. Ltd.**, as the "**NEW-LICENSEE**", the leasehold rights of the said Plot are transferred by the Corporation to the **New Licensee** and the possession is handed over to the **New Licensee** on terms and conditions contained in the said **Tripartite Agreement**, said **Tripartite Agreement** is registered with Sub-Registrar **Panvel-2** on **26/03/2015** at **serial No. PWL2-2633/2015**.

- (p) That by letter cum final order dt. 30/03/2015 of the Corporation the Corporation has confirmed/ ordered transfer of said plot in favour of the new-Licensee in the records of CIDCO.
- (q) That by a **Tripartite Agreement** dated 28/03/2016 executed between **The Corporation** as one part **M/s. L. K. Infrastructure Pvt. Ltd** as "**NEW LICENSEE**" and the Developer as the "**Subsequent New Licensee**", the leasehold rights of said Plot are transferred by the Corporation to the Developer and the possession is handed over to the Developer on terms and conditions contained in the said tripartite agreement, said **tripartite agreement is registered with Sub-Registrar Panvel-2 on dt. 01/04/2016 at serial No. PWL2-3795/2016**.
- (r) That by letter cum final order dt. 13/04/2016 of the Corporation the Corporation has confirmed/ ordered transfer of said plot in favour of the Developer in the records of CIDCO.
- (s) That the developer had applied for permission for Development from the Corporation and has obtained development permission and Commencement Certificate dt. 25/07/2016 bearing reference No. CIDCO/BP-15169/TPO(NM&K)/2016/0776 in the name of the Developer.



- (t) That as per the Commencement Certificate the Corporation has permitted the Developer to construct a building of Ground Floor + 04 floors having 26 residential units.
- (u) 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. 9/02/2015 and tripartite agreement dt. 26/03/2015 & 01/04/2016 where found to be registered against the registration serial numbers & dates referred to above. Search is carried out from 1/1/2012 as letter of intent is issued by the Corporation in the year 2012. That allotment is from Cidco so the record starts from the date of letter of intent or letter of allotment and or agreement to lease.
- (v) That during search no other document was found to be registered with respect to said Plot encumbering and or creating mortgage over said Plot.
- (w) That as per the search taken and available documents the flow of title is in consonance with the available record.

6) **CONCLUSION** :

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

7) **CERTIFICATE AND TITLE** :

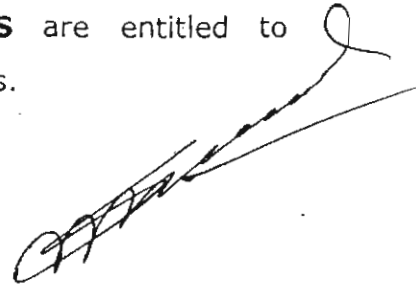
On the basis of the search taken, perusal of the documents referred to above and incidents pointed out as above, I am of the opinion that,

- i) Said Plot is free from encumbrances,

- ii) The said **M/s. LANDINFRA DEVELOPERS** 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 mentioned hereinabove and their title to same is clear and marketable,
- iii) Said **M/s. LANDINFRA DEVELOPERS** 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. LANDINFRA DEVELOPERS** are entitled to dispose the same of to desiring purchasers.

Place : Panvel.  
Date : 22/08/2016



  
(S. M. Lad)  
Advocate.

**NOTES OF SEARCH FROM  
Index II since 01/01/2012 to 20/08/2016**

YEAR	FINDINGS
2012	No entry found from available record
2013	No entry found from available record
2014	No entry found from available record
2015	1) Document No. <b>PWL4-1726/2015</b> Agreement to Lease of the said Plot 2) Document No. <b>PWL2-2633/2015</b> Tripartite Agreement of the Said Plot.
2016	Up to 20/08/2016 Checked Entry Found. <b>Document No. PWL2-3795/2016 Tripartite Agreement of the Said Plot</b>

**Note-**

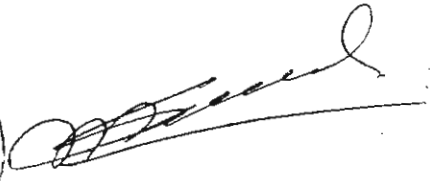
- 1) Computerized Index-II of the year 2012 to 2016 not bounded alphabetically and in haphazard manner.
- 2) a) Sub-Registrar Office No. 1 - Index-II Record from Jan 2016 Onwards not made available for search.

- b) Sub-Registrar Office No.2-Some of the Index-II Record for Year 2012 to 2015 is in loose, mix and torn condition and for the Year 2016 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.

Hence this Search Report issued.

Panvel  
Date: 20/08/2016.



  
S. M. Lad  
Advocate

**Note:-**  
Search Receipt No. 7694, dt. 20/08/2016  
issued by Sub-Registrar Panvel  
is handed over along with reports