

05.05.2017

SEARCH REPORT CUM TITLE CLEARANCE CERTIFICATE

OF PLOT NO.36 & 36A, UNDER GAOTHAN EXPANSION SCHEME, SECTOR-47, DRONAGIRI, NAVI MUMBAI TALUKA-URAN, DIST. RAIGAD.

I have caused the search through search clerk Mr. Rohit Gangal in the Sub-Registrar office at Panvel-1,2,3,4,5 & Uran on 16.01.2017 for the 30 years, from 1988 to 2017, vide Receipt No.515, Search Report No.104/2017, dt.13.01.2017 in respect of the Plot No.36 & 36A, Under Gaothan Expansion Scheme, Sector-47, Dronagiri, Navi Mumbai, Tal.Uran, Dist.Raigad, admeasuring 649.99 Sq. Mtrs. & 649.29 Sq. Mtrs. respectively (search Report is enclosed)

In the year 1988 to 2016 no adverse entry found

Index Book of 12-17 is not found because index is not made therefore the documents have checked on day books.

- 1.a) THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company incorporated under the Companies Act, 1956 (I of 1956) and having its Registered Office at Nirmal 2nd Floor, Nariman Point, Mumbai 21, (hereinafter referred to as "The Corporation") is the New Town Development Authority declared for the area designated 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 (hereinafter referred to us the said M.R. & T.P.ACT).
 - b)The State Government of Maharashtra has been acquiring lands pursuant to Section 113-A, of the said M.R. & T.P. Act and is vesting such lands in the Corporation for it's development and disposal, on such terms, conditions, stipulations, covenants, and for a consideration as the Corporation may decide from time to time.
- 2. By virtue of being the Development Authority the Corporation has been empowered under section 113 of the said MR & TP Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt. under the said MR & TP Act.

BRIEF DETAILS OF PLOT NO.36

The State Government has acquired the Lands of 1) SHRI. CHANDRAKANT MORESHWAR KOLI @ PATIL, 2) SHRI. MADHUKAR MORESHWAR KOLI @ PATIL, 3) SHRI. JAGDISH MORESHWAR KOLI @ PATIL, 4) SAU. YASHODA PRAMOD BHOIR, 5) SAU. DEUBAI BHALCHANDRA KOLI, herein referred to as the PROJECT AFFECTED PERSONS. PARTNER

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- 4. The said Project Affected Persons, have made application to CIDCO for allotment of Plot in lieu of the acquisition of their land and the CIDCO has consented to their request and agreed to allot the Plot at Dronagiri, Tal. Uran, Dist Raigad, under 12.5 % scheme on certain terms and conditions and also on payment of lease premium. The CIDCO Ltd., vide its Letter of Allotment generating through Bio-Metric System, File No.1302, Dated: 19.05.2016, has allotted the Plot bearing No.36, in Sector-47, admeasuring 649.99 Sq.Mtrs., at Dronagiri, Tal. Uran, Dist Raigad to the said Project Affected Persons, for the purpose of construction of building or buildings thereon for residential cum commercial purpose on the terms and conditions mentioned in the said Allotment Letter.
- 5. By an Agreement to Lease dated: 27th May, 2016, made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE LESSOR/THE CORPORATION' and 1) SHRI. CHANDRAKANT MORESHWAR KOLI @ PATIL, 2) SHRI. MADHUKAR MORESHWAR KOLI @ PATIL, 3) SHRI. JAGDISH MORESHWAR KOLI @ PATIL, 4) SAU. YASHODA PRAMOD BHOIR, 5) SAU. DEUBAI BHALCHANDRA KOLI, (therein referred to as the LESSEES & hereinafter referred to as the original allottees), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Gaothan Expansion Scheme, a Plot of Land being Plot No.36 Sector-47, admeasuring 649.99 Sq. Mtrs. at Village Dronagiri, Navi Mumbai, Taluka-Uran, Dist. Raigad, (hereinafter referred to as 'the said Plot of Land No.1') The original allottees paid the premium in full agreed to be paid to the Corporation. The said Plot of Land No.1 is more particularly described in the Schedule written hereunder.
- The said Agreement to Lease dated 27th May, 2016, has been registered at the Office of Sub Registrar Assurances Uran, Vide Registered Receipt No.1451, Document No.Uran-876-2016, Dated: 31.05.2016.
- 7. The Physical possession of the said Plot of Land No.1 has been handed over to the original allottees for development and construction thereon of the building for Residential Cum Commercial purpose. The Corporation granted permission or licence to the original allottees to enter upon the said Plot of Land No.1 for the purpose of erecting building/s.
- By Tripartite Agreement dated 12th July, 2016 between the CIDCO THE FIRST PART, 1) SHRI. CHANDRAKANT MORESHWAR KOLI @ PATIL, 2) SHRI. MADHUKAR MORESHWAR KOLI @ PATIL, 3) SHRI. JACONSH MORESHWAR KOLI @ PATIL, 4) SAU. YASHODA PRAMOD PHOIR, 5) SAU. DEUBAI BHALCHANDRA KOLI, the Original Allottees of the SECOND PART & M/S. RSM HOMES LLP, through its Partners 1) MR. RAMESH CHINNAYA BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) MR. TANSUKH PARTMALAL JAIN, 5) MR. NARENDRASINGH SURATSINGH DASANA,

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- 6) M/S. KGK DWELLINGS PVT. LTD. through its Director MR. SAMPAT RAJ KOTHARI, the New Licensees of THE THIRD PART, the said Original Allottees have assigned all their rights and interests in and upon the said Plot of Land No.1 to the Party of the THIRD PART on the terms and conditions more particularly set out in the said Agreement to Lease dated 27th May, 2016 and the Tripartite Agreement dated 12th July, 2016.
- 9. The said Tripartite Agreement dated 12th July, 2016 has been registered at the Office of Sub Registrar Assurance Uran, Vide Receipt No.2058, Registered Document No.Uran-1265-2016, Dated: 05.08.2016.
- 10. The Corporation has transferred the said Plot of Land No.1 in favour of M/S. RSM HOMES LLP, through its Partners 1) MR. RAMESH CHINNAYA BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) MR. TANSUKH PANNALAL JAIN, 5) MR. NARENDRASINGH SURATSINGH DASANA, 6) M/S. KGK DWELLINGS PVT. LTD. through its Director MR. SAMPAT RAJ KOTHARI, vide CIDCO Letter NO.CIDCO/VASAHAT/12.5% SCHEME / DRONAGIRI/1302/2016/11455, Dated: 16.08.2016.

BRIEF DETAILS OF PLOT NO.36A

- 11. The State Government has acquired the Lands of 1) SHRI. BHASKAR SHANTARAM PATIL, 2) SHRI. RAMAKANT SHANTARAM PATIL, 3) SMT. VATSALA KASHINATH PATIL, 4) SMT. KAUSALYA SOMA THAKUR @ LAXMIBAI SOMA THAKUR, herein referred to as the PROJECT AFFECTED PERSONS.
- 12. The said Project Affected Persons, have made application to CIDCO for allotment of Plot in lieu of the acquisition of their land and the CIDCO has consented to their request and agreed to allot the Plot at Dronagiri, Tal. Uran, Dist Raigad, under 12.5 % scheme on certain terms and conditions and also on payment of lease premium. The CIDCO Ltd., vide its Letter of Allotment generating through Bio-Metric System, File No.596, Dated: 20.06.2016, has allotted the Plot bearing No.36A, in Sector-47, admeasuring 649.29 Sq.Mtrs. at Dronagiri, Tal. Uran, Dist Raigad to the said Project Affected Persons, for the purpose of construction of building or buildings thereon for residential cum commercial purpose on the terms and conditions mentioned in the said Allotment Letter.
- 13. By an Agreement to Lease dated: 07th July, 2016, made at CBD, Belapur, Navi Mumbai, and entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIRCO), therein and herein referred to as 'THE LESSOR/THE CORPORATION' and 1) SHRI. BHASKAR SHANTARAM PATIL, 2) SHRI. RAMAKANT SHANTARAM PATIL, 3) SMT. VATSALA KASHINATH PATIL, 4) SMT. KAUSALYA SOMA THAKUR @ LAXMIBAI PAR PORMA THAKUR, (therein referred to as the LESSEES & hereinafter

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referred to as the original allottees), the CIDCO leased a Plot of land in lieu of compensation under the 12.5% Gaothan Expansion Scheme, a Plot of Land being Plot No.36A, Sector-47, admeasuring 649.29 Sq. Mtrs. at Village Dronagiri, Navi Mumbai, Taluka–Uran, Dist. Raigad, (hereinafter referred to as 'the said Plot of Land No.2') The original allottees paid the premium in full agreed to be paid to the Corporation. The said Plot of Land No.2 is more particularly described in the Schedule written hereunder.

- 14. The said Agreement to Lease dated 07th July, 2016, has been registered at the Office of Sub Registrar Assurances Uran, Vide Registered Receipt No.1790, Document No.Uran-1099-2016, Dated: 08.07.2016.
- 15. The Physical possession of the said Plot of Land No.2 has been handed over to the original allottees for development and construction thereon of the building for Residential Cum Commercial purpose. The Corporation granted permission or licence to the original allottees to enter upon the said Plot of Land No.2 for the purpose of erecting building/s.
- 16. By Tripartite Agreement dated 12th August, 2016 between the CIDCO THE FIRST PART, 1) SHRI. BHASKAR SHANTARAM PATIL, 2) SHRI. RAMAKANT SHANTARAM PATIL, 3) SMT. VATSALA KASHINATH PATIL, 4) SMT. KAUSALYA SOMA THAKUR @ LAXMIBAI SOMA THAKUR, the Original Allottees of the SECOND PART & M/S. RSM HOMES LLP, through its Partners 1) MR. RAMESH CHINNAYA BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) MR. TANSUKH PANNALAL JAIN, 5) MR. NARENDRASINGH SURATSINGH DASANA. 6) M/S. DWELLINGS PVT. LTD. through its Director MR. SAMPAT RAJ KOTHARI, the New Licensees of THE THIRD PART, the said Original Allottees have assigned all their rights and interests in and upon the said Plot of Land No.2 to the Party of the THIRD PART on the terms and conditions more particularly set out in the said Agreement to Lease dated 07th July, 2016 and the Tripartite Agreement dated 12th August, 2016.
- 17. The said Tripartite Agreement dated 12th August, 2016 has been registered at the Office of Sub Registrar Assurance Uran, Vide Receipt No.2142, Registered Document No.Uran-1333-2016, Dated: 12.08.2016.
- 18 The Corporation has transferred the said Plot of Land No.2 in favour of M/S. RSM HOMES LLP, through its Partners 1) MR. RAMESH CHINNAYA BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) MR. TANSUKH PANNALAL JAIN, 5) MR. NARENDRASINGH SURATSINGH DASANA, 6) M/S. KGK DWELLINGS PVT. LTD. through its Director MR. SAMPAT RAJ KOTHARI, vide CIDCO Letter NO.CIDCO/VASAHAT/12.5% SCHEME/PARTNERNAGIRI/596/2016/11665, Dated: 25.08.2016

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- 19. The said M/S. RSM HOMES LLP, through its Partners 1) MR. RAMESH CHINNAYA BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) MR. TANSUKH PANNALAL JAIN, 5) MR. NARENDRASINGH SURATSINGH DASANA, 6) M/S. KGK DWELLINGS PVT. LTD. through its Director MR. SAMPAT RAJ KOTHARI applied to CIDCO for amalgamation of the said Plot of Land No.1 and said Plot of Land No.2 and on payment of the required premium CIDCO vide its letter No.CIDCO/VASAHAT/12.5%SCHEME/ DRONAGIRI/1302+596/2016/13138, Dated:13.10.2016 granted permission to amalgamate the said Plot
- 20. The Developers have entrusted the architect work to "TRIARCH DESIGN STUDIO" (hereinafter called "The Said Architect") & RCC work to S. V. PATEL & ASSOCIATES (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said amalgamated plot.
- 21. The Corporation, by its development permission-Cum-Commencement Certificate under Reference No.CIDCO/BP-15394/TPO(NM&K)/2016/ 1581, Dated:27.04.2017, granted its permission to develop the amalgamated Plot of Land and to construct a building for residential cum commercial purpose on it subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building.
- 22. The Building being constructed of Shops on the Ground Floor, Fitness Center & Society office on First Floor & Flats on the upper Floors on the said amalgamated Plot shall be known as "UNIMONT CORAL" (hereinafter & hereinbefore referred to as "the said Building")
- 23. I have made the oral enquiries from the Builder regarding the loan and if any case is pending in the court of law then the Builder replied in negative.

SCHEDULE OF PLOT NO.36

All that piece or parcel of land known as Plot No.36, Sector-47, at Village -Dronagiri, Taluka - Uran, Dist Raigad, Maharashtra allotted under 12.5% (Erstwhile Gaothan) Expansion Scheme admeasuring 649.99 Sq.Mtrs. or thereabout and bounded as follows that is to say:

On or towards the North by

: 15 Mtr. Wide Road

On or towards the South by

: Plot No.36A

On or towards the East by

: Plot No.35B

On or lowerds the West by

: 20 Mtr. Wide Road

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SCHEDULE OF PLOT NO.36A

All that piece or parcel of land known as Plot No.36A, Sector-47, at Village - Dronagiri, Taluka – Uran, Dist Raigad, Maharashtra allotted under 12.5% (Erstwhile Gaothan) Expansion Scheme admeasuring 649.29 Sq.Mtrs. or thereabout and bounded as follows that is to say:

On or towards the North by On or towards the South by On or towards the East by

: Plot No.36 : Plot No.29

On or towards the West by

: Plot No.35B : 20 Mtr. Wide Road

I am, thereof, of the opinion that the title of the said plot of land being Plot No.36 & 36A allotted Under Gaothan Expansion Scheme at Sector-47, Dronagiri, Navi Mumbai, Tal.Uran, Dist.Raigad, admeasuring 649.99 Sq. Mtrs. & 649.29 Sq. Mtrs. respectively, which stands in the name of M/S. RSM HOMES LLP, through its Partners 1) MR. RAMESH CHINNAYA BANGERA, 2) MR. SURESH ONKARLAL JAIN, 3) MR. MAHENDRA GHASILAL RATHOR, 4) MR. TANSUKH PANNALAL JAIN, 5) MR. NARENDRASINGH SURATSINGH DASANA, 6) M/S. KGK DWELLINGS PVT. LTD. through its Director MR. SAMPAT RAJ KOTHARI, is clear and marketable and is free from all encumbrances subject to the terms and conditions of the respective Agreement to Lease and also Tripartite Agreements.

(RAHUL R. JINDAL) Advocate

(JINDAL AND JINDAL LAW FIRM)

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