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इतर पावती

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Friday, 13 March 2020 8:12 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 4308 दिनांक: 13/03/2020

गावाचे नाव: नावडे

दस्तऐवजाचा अनुक्रमांक: पवल2-0-2020

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अँड रसिका पाटील

वर्णन शोध अर्ज क्र.475/2020 मौजे नावडे ता.पनवेल प्लॉट नं.160 सी,सन 2007 ते 2020 (14वर्षे)

SEARCHFEE

रु. 350.00

एकूण:

रु. 350.00

Joint Sr Panvel-2

सह दुय्यम निव्वधक बर्ग-२
(पनवेल-२)

1); देयकाचा प्रकार: eChallan रक्कम: रु.350/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013367881201920P दिनांक: 13/03/2020

वैकेचे नाव व पत्ता:

3/13/2020



Date: 13/03/2020

TITLE CLEARANCE CERTIFICATE

Subject: Title clearance certificate with respect to Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad.

TO WHOMEVER IT MAY CONCERN

I have investigated the Title on the request of M/s **Abhishek Enterprises** through its Proprietor **Mr Suresh Shivshankar Sharma** the developer of Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad on the basis of the documents produced before me and I have to state as follows:

1. Description of Property:-

All that piece and parcel of land known as Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad.

2. Documents:-

A. ALLOTMENT OF PLOT

The City and Industrial Development Corporation of Maharashtra Limited (CIDCO of Maharashtra Ltd.) under the State Government as per the Confirmation Order Passed for by the Collector, Raigarh, The CIDCO OF MAHARASHTRA LTD had allotted Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad. Under the Allotment Letter Ref No. 52 dated 31/01/2012 in the name of the Lessees, **Mr. Tukaram Khanavkar, Mr. Padmakar @ Mr. Padu Khanavkar and Mr. Sitaram Khanavkar (farmers/landowners)** and on payment of Lease Rent of Rs. 11250/- (Rupees Eleven Thousand Two Hundred Fifty Only) by the Owners.

B. AGREEMENT TO LEASE OF ALLOTTED PLOT:-

AGREEMENT TO LEASE was executed on 21/02/2012 between THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.(CIDCO of Maharashtra Ltd) the Licensor /Lessor Party of the ONE PART AND **Mr. Tukaram Khanavkar, Mr. Padmakar @ Mr. Padu Khanavkar and Mr. Sitaram Khanavkar (farmers/landowners)** the Original Licensees Party of the OTHER PART (more particularly as written in the schedule)



Adv. Rasika Patil

HIGH COURT BOMBAY

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of property therein) and Licensees are permitted to construct building on Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad with available F.S.I (Floor Space Index) and the said Agreement to Lease had been registered with the Concerned Sub Registrar of Assurances at Panvel, Dist. Raigarh vide **Registration Document Sr. No. PVL3-02780-2012, Receipt No. 2821** dated 15/03/2012.

C. TRANSFER OF PLOT:-

- a. By a **Tripartite Agreement** dated **03.08.2012** and in view of the permission sought by the Original lessees, the Corporation had transferred the Said Land vide lease under 12.5% GES to the New Licensees, i.e. **M/s. Nirmaan Developers** through its Partners 1) Shri Tukaram Balkrishna Mhatre and 2) Mrs Reshma Tukaram Mhatre. The said Tripartite Agreement is duly registered in the office of Sub- Registrar of Assurances at **PANVEL** on 03.08.2012 Vide Serial No. **PVL3-07943-2012, Receipt No – 8116**.
- b. Vide **Development Agreement** dated **18.01.2019**, Mr. Tukaram Khanavkar, Mr. Padmakar @ Mr. Padu Khanavkar and heirs of Mr. Sitaram Khanavkar, i.e. Savitri Khanavkar, Deepak Khanavkar, Bhalchandra Khanavkar, Nita Khanavkar, Subhadra Swami Matre and Gita Dhyaneswar Porji transferred the development rights of the Said Land to and in favour of **M/S. Abhishek Enterprises**, through its Proprietor Mr. Suresh Shivshankar Sharma. The said Development Agreement is duly registered in the office of Sub- Registrar of Assurances at **PANVEL** on 18.01.2020 Vide Serial No. **PVL2-792-2020, Receipt No – 958**.
- c. By a **Tripartite Agreement** dated **06.03.2020** and in view of the permission sought by the New lessees, i.e. **M/s. Nirmaan Developers**, the Corporation had transferred the Said Land vide lease under 12.5% GES to the **Subsequent New Licensees, M/S. Abhishek Enterprises**, through its Proprietor Mr. Suresh Shivshankar Sharma. The said Tripartite Agreement is duly registered in the office of Sub- Registrar of Assurances at **PANVEL** on 11.03.2020 Vide Serial No. **PVL3-3294-2020, Receipt No – 4393**.



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D. COMMENCEMENT CERTIFICATE:-

The Owners of the plot had made an application to the Town Planning Department of CIDCO of Maharashtra Ltd. for its approval to construct Residential Cum Mercantile Business [Commercial] Building **Ground plus Seven Floors** on the same Plot and the same is approved and Development Permission & Commencement Certificate is issued by the Associate Planner (BP), the Town Planning Dept. of CIDCO of Maharashtra Ltd. bearing Ref No. **CIDCO/BP-11269/ATPO(NM & K)/2012/1482 dated 31.12.2012**

And I have to report and certify as under:-

That the city and Industrial Development Corporation of Maharashtra Ltd. Is company incorporated under the provision of Companies Act 1956 (hereinafter referred to as "CIDCO LTD") having its registered office at Nirmal 2nd floor, Nariman Point, Mumbai 400 021.

That the CIDCO has been declared as a New Town Development Authority under the provision of Sub- sector 3-A of Section 113 of (Maharashtra Regional & Town Planning Ac, 1996) Maharashtra At No. XXXVIII of 1966 hereinafter referred to as "The Said Act" for the New Town of New Bombay by Government of Maharashtra in exercise of its Powers for the area designated as site for the New Town Sub-Section (I) OF SECTION 113 of the said Act.

That the state Government has acquired land within the designated are of New Bombay and vested the same in the CIDCO by an order duly made in that behalf as per the provisions of Sections 113 of the said Act.

That by virtue of being the Development Authority of New Town (Navi Mumbai) the CIDCO has been empowered under Section 118 of the said Act to disposed off any land acquired by if or vested in it in accordance with the proposal approved by the State Government under the said Act.

That by virtue said Agreement to lease, Except for land(s) already I possessions of the Corporation, the remaining private land(s), required for the project, were notified for acquisition before 01.01.2014 under the erstwhile land Acquisition Act 1894, (hereinafter referred to as "LA ACT, 1894") by the state Government.



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That on payment of the entire lease premium & execution of Lease Agreement and Tripartite Agreements, the corporation handed over the possession of the said plot to the Subsequent New Licensees, i.e. **M/s. Abhishek Enterprises**.

That the immovable property consisting of Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad was allotted by CIDCO of Maharashtra Ltd., on lease basis for Sixty (60) years in favour of **Mr. Tukaram Khanavkar, Mr. Padmakar @ Mr. Padu Khanavkar and Mr. Sitaram Khanavkar**, under the Lease Agreement dated **21/02/2012** for construction of building in accordance with the plans sanctioned by Associates Planner (BP), Navi Mumbai. By virtue of the Plot allotted by the CIDCO and further by virtue of the said agreement to lease and subsequently vide Tripartite Agreement Dated **06/03/2020** the said Subsequent New Licensees, i.e. **M/S. Abhishek Enterprises**, through its Proprietor **Mr. Suresh Shivshankar Sharma** have a clear and marketable title and the said Plot is without any encumbrances and they are entitled to develop the said plot and to construct the building/s thereon accordance with the plans sanctioned or to be sanctioned by the CIDCO Ltd.

3. SEARCH REPORT:-

I had gone through and perused the aforesaid title documents related to the said plot and also taken title search for the period between i.e. 2007-2020 years in the Office of Concerned Sub Registrar of Assurance and made the payment of Government Fees to that effect with Receipt No. 4308 dated 13/03/2020.

While taking searches, I have found following documents Registered / Indexed therein pertaining to the aforesaid flat however some entries were found pertaining to other flats in the same building but the same is not captured here as they are not related to the said flat.

YEAR	TRANSACTION
2007	NIL
2008	NIL
2009	NIL
2010	NIL
2011	NIL
2012	ENTRY



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2013	NIL
2014	NIL
2015	NIL
2016	NIL
2017	NIL
2018	NIL
2019	NIL
2020	ENTRY

Search taken at Sub-Registrar's Office at Panvel S.R.O. Computer Records from the year 2007 to 2020 (13 Years).

<u>Sr. No.</u>	<u>Year Of Registration</u>	<u>Date of Execution</u>	<u>Agreement Type</u>	<u>Document No</u>	<u>Details</u>
1	2012	21/02/2012	Agreement to Lease	PVL3-02780-2012	CIDCO Ltd To Mr. Tukaram Khanavkar, Mr. Padmakar @ Mr. Padu Khanavkar and Mr. Sitaram Khanavkar
2	2012	03/08/2012	Tripartite Agreement	PVL3-07943-2012	CIDCO Ltd, Mr. Tukaram Khanavkar, Mr. Padmakar @ Mr. Padu Khanavkar and Mr. Sitaram Khanavkar To M/s. Nirmaan Developers through its Partners 1) Shri Tukaram Balkrishna Mhatre and 2) Mrs Reshma Tukaram Mhatre
3	2020	18.01.2019	Development Agreement	PVL2-792-2020	Mr. Tukaram Khanavkar, Mr. Padmakar @ Mr. Padu Khanavkar and heirs of Mr. Sitaram Khanavkar, i.e. Savitri Khanavkar, Deepak Khanavkar, Bhalchandra Khanavkar, Nita Khanavkar, Subhadra Swami Matre and Gita Dhyaneshwar Porji To M/S. Abhishek Enterprises, through its Proprietor Mr. Suresh Shivshankar Sharma
4	2020	06.03.2020	Tripartite Agreement	PVL3-3294-2020	CIDCO Ltd, M/s. Nirmaan Developers through its Partners 1) Shri Tukaram Balkrishna Mhatre and 2) Mrs Reshma Tukaram Mhatre To M/S. Abhishek Enterprises, through its Proprietor Mr. Suresh Shivshankar Sharma

Schedule: Property bearing Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad



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On the basis of the above documents placed before me, I hereby certify that M/S. Abhishek Enterprises, through its Proprietor Mr. Suresh Shivshankar Sharma is the Lessee of the said Plot and they are entitled to develop the said property and the title of the said property is clear, marketable and free from all encumbrances.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Plot No. - 160C, Phase 2, Village - Navade, Tal- Panvel, Dist - Raigad and bounded as follows:

THAT IS TO SAY

On or towards the North by : Railway Boundary
On or towards the South by : 15 m wide road
On or towards the East by : Plot No 160 B
On or towards the West by : Plot No 160 D

Adv Rasika Patil

