



To,  
MahaRERA  
Mumbai  
Maharashtra.

**LEGAL TITLE REPORT**

Sub: Title clearance certificate with respect to all that piece and parcel of land bearing Plot No. 1, Sector 4 admeasuring 3,210.00 square meters or thereabout, situate at Pushpak Node (Dapoli), Taluka Panvel, District Raigad, Maharashtra State (hereinafter referred to as the "**said Plot**").

1. I have investigated the title of the said Plot on the request of **M/S. SHREE GANESH ENTERPRISES**, a partnership firm incorporated under the provisions of Indian Partnership Act, 1932 having office at 212, V Times Square, Plot No.03, Sector 15, CBD Belapur, Navi Mumbai 400614.
2. In the course of investigation, I have caused online and physical searches to be taken through Mr. Navin V. Dhongadi, Advocate in respect of the said Plot on IGR website and in the offices of the Sub-Registrar of Assurance at Panvel from the year 2017 to 2022. The search is subject to the availability of records.
3. While investigation of Title of the said Plot, I have issued Public Notice in local Marathi daily newspaper "Dainik Kille Raigad" dated 14<sup>th</sup> July, 2022 and I have not received any objection to the aforesaid public notice.
4. M/s. Shree Ganesh Enterprises have given a notarized declaration dated 25<sup>th</sup> July, 2022 therein *inter alia* declaring that:
  - (i) (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil transferred and assigned their one-half share in the said Plot unto M/s. Shree Ganesh Enterprises by way of Tripartite Agreement dated 22<sup>nd</sup> July, 2019 made between CIDCO (therein referred to as the Corporation), (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil (therein referred to as the Original Licensee) and M/s. Shree Ganesh Enterprises (therein referred to as the New Licensee).
  - (ii) By and under a Development Agreement dated 8<sup>th</sup> July, 2022 duly registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No.

PVL-4/8832 of 2022 made between (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil (therein referred to as the "Licensees/Lessees") and M/s. Shree Ganesh Enterprises (therein referred to as the "Developer"), the Licensee/Lessees therein granted, entrusted and assured the development rights of their balance one-half share of the said Plot admeasuring 1,650.00 square meters unto and in favour of M/s. Shree Ganesh Enterprises (i.e. Developer therein) for development of Licensees/Lessees one-half share with the M/s. Shree Ganesh Enterprises' one-half share together being the said Plot for the consideration and on the terms and conditions set out therein.

- (iii) they are in possession and custody of original Tripartite Agreement 22<sup>nd</sup> July, 2019, Final Transfer Order dated 14<sup>th</sup> August, 2019, Development Agreement dated 8<sup>th</sup> July, 2022 and Irrevocable Power of Attorney dated 8<sup>th</sup> July, 2022.
  - (iv) no charge of whatsoever nature or mortgage is created in respect of their one-half share of the said Plot and/or their development rights in respect of the Original Licensees one-half share of the said Plot and except the said Litigation (defined hereunder) there is no dispute and/or any other litigation pending and/or any claim is raised or pending either against them or the said Plot or their development rights in respect of the Original Licensees one-half share of the said Plot.
5. I have in the course of my investigation assumed the authenticity and completeness of all documents furnished to me and the authenticity of the signatures of all the executing parties to such documents.
6. I have in the course of my investigation relied on the copies of documents made available to me which are more particularly listed hereinbelow and rendered my opinion only on the basis of documents perused by me.
- (i) Award bearing Unit Case No.14/Pargaon dated 14<sup>th</sup> May, 2015 and Unit Case No. 26/Pargaon Dungi dated 13<sup>th</sup> April, 2015 issued by CIDCO in favour of (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil.
  - (ii) Allotment Letter dated 3<sup>rd</sup> June, 2015 issued by CIDCO in favour of (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil.



- (iii) Agreement to Lease dated 21<sup>st</sup> April, 2017 duly registered with the office of the Sub-Registrar of Assurances at Panvel on 15<sup>th</sup> May, 2017 under Serial No. PVL-5/3988 of 2017 made between the CIDCO, therein referred to as the Corporation of the One Part and (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil, therein referred as the Licensee of the Other Part, whereby the CIDCO agreed to grant to the Licensee therein a lease of the said Plot for a period of 60 (sixty) years for the yearly reserved rent and on the terms and conditions contained therein.
- (iv) Tripartite Agreement dated 22<sup>nd</sup> July, 2019 duly registered with the office of Sub-Registrar of Assurances at Panvel under Serial No. PVL-2/9431 of 2019 on the same day made between CIDCO, therein referred to as the Corporation of the First Part and (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil, therein referred to as the Original Licensee of the Second Part and M/s. Shree Ganesh Enterprises, therein referred to as the New Licensee of the Third Part, whereby the Original Licensees therein with the confirmation of CIDCO transferred and assigned their entire one-half share, right, title and interest including leasehold rights in the said Plot admeasuring 1,605.00 square meters unto the New Licensee therein i.e. M/s. Shree Ganesh Enterprises on the terms and conditions therein contained.
- (v) Final transfer order dated 14<sup>th</sup> August, 2019 bearing Ref. No. CIDCO/AmuBhuvaBhuA (NMIA) Vasahat / 22.5% / Pargaon+Pargaondungi-14+26/2019/2350 issued by CIDCO confirming the transfer of one-half share of the said Plot in favor of M/s. Shree Ganesh Enterprises, subject to the terms and conditions set out therein.
- (vi) Development Agreement dated 8<sup>th</sup> July, 2022 duly registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-4/8832 of 2022 made between (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil, therein referred to as the Licensees/Lessees of the One Part and M/s. Shree Ganesh Enterprises, therein referred to as the Developer of the Other Part, whereby the Licensees/Lessees therein granted, entrusted and assured the development rights of their one-half share of the said Plot admeasuring 1,650.00 square meters unto M/s. Shree Ganesh Enterprises for development of their one-half share with M/s. Shree Ganesh Enterprises' one-half share together being the said Plot for the consideration and on the terms and conditions set out therein.



- (vii) Irrevocable Power of Attorney dated 8<sup>th</sup> July, 2022 executed by (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil in favour of M/s. Shree Ganesh Enterprises and Mr. Nitin Babubhai Gajipara *inter alia* to do all acts deeds matters and things in respect of the development of Original Licensees' one-half share of the said Plot with M/s. Shree Ganesh Enterprises' one-half share of the said Plot together being the said Plot. The said Irrevocable Power of Attorney is registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-4/8835 of 2022 on 8<sup>th</sup> July, 2022.
- (viii) Litigation papers of Special Civil Suit No. 39 of 2021 filed by Sharad Bama Bhoir and others ("Plaintiffs") against the said Owners (defined below) and M/s. Shree Ganesh Enterprises and CIDCO, Dy. Collector, Land Acquisition, Chief Land & Survey Officer, CIDCO, Estate Manager, CIDCO and Additional Town Planning Officer CIDCO, ("Defendants") ("**said Litigation**").
- (ix) Mutation Entry No. 82.
- (x) Mutation Entry No. 30.
7. The report reflecting the flow of title of M/s. Shree Ganesh Enterprises to the said Plot is enclosed herewith as Annexure "A".
8. This Legal Title Report is issued on the request of M/s. Shree Ganesh Enterprises only for the use of and by M/s. Shree Ganesh Enterprises and not to be used, quoted or referred by any other person without my express consent in writing in that behalf.

Based on the steps taken for investing the title of M/s. Shree Ganesh Enterprises to the said Plot and subject to the said Litigation and subject to compliance of the terms and conditions of the said Tripartite Agreement dated 22<sup>nd</sup> July, 2019 read with the said Agreement to Lease dated 21<sup>st</sup> April, 2017, I am of the opinion that title of **M/s. Shree Ganesh Enterprises** to its undivided one-half share of the said Plot and the development rights of balance undivided one-half share of the said Plot is clear and marketable.

Dated this 26<sup>th</sup> day of July, 2022



**Mr. Shrikant M. Kherkar**  
Advocate

Encl: Annexure "A"

## ANNEXURE "A"

**FLOW OF TITLE** in respect of all that peice and parcel of land bearing Plot No. 1, Sector 4 admeasuring 3,210.00 square meters or thereabout, situte at Pushpak Node (Dapoli), Taluka Panvel, District Raigad, Maharashtra State (hereinafter referred to as "**the said Plot**").

1. City Industrial and Development Corporation of Maharashtra Limited ("**the Corporation**") is the New Town Development Authority for the area designated as the site for the new towns of Navi Mumbai, as declared by Government of Maharashtra (the "**State Government**") in exercise of its powers under Sub-Section (1) and (3-A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) (the "**MRTP Act, 1966**").
2. The State Government, as per Section 113(A) of MRTP Act, 1966 acquired lands described therein and vested such lands in the Corporation for development and disposal.
3. Corporation, as a part of the development of Navi Mumbai, has decided to establish an International Airport namely "Navi Mumbai International Airport" with the approval of the State and Central Government ("**the Project**" which includes development of land for the purposes allied thereto).
4. Except for land(s) already in possession 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 (the "**LA Act, 1894**") by the State Government.
5. The Right to Fair Compensation and Transparency in Land Acquisition Rehabilitation and Resettlement Act 2013 (the "**LARR Act, 2013**") came into force with effect from 01.01.2014 replacing the LA Act, 1894. Although the land for the Project was notified under the LA Act, 1894, awards under Section 11 of the LA Act, 1894 have not been declared for certain lands as on 01.01.2014. Therefore, as per Section 24 of LARR Act, 2013, the determination of compensation for such lands shall be conformity with the LARR Act, 2013.
6. Pursuant to Section 108(1) and 108(2) of the LARR Act, 2013, the State Government vide Government Resolution Urban Development Department No. CID-1812/CR-274/UD-10 dated 1<sup>st</sup> March, 2014 (the "**G.R. dated 01.03.2014**") has, in lieu of monetary compensation, provided for higher and better compensation in the form of developed plots to the land owners, whose lands are to be acquired for the Project. Accordingly, the Corporation is obliged to allot a plot to the land owner concerned if he has opted for compensation in the form of developed plot in lieu of monetary compensation.



7. The State Government vide Government Resolution of Urban Development Department No. CID/1812/CR-274/UD-10/ dated 28.05.2014 (the "**G.R. dated 28.05.2014**") has taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a special case. In accordance with the Government Resolution Revenue and Forest Department dated 25.06.2014, the District Rehabilitation Officer has been authorized to determine the eligibility of structure owners, whose structures are situated on the land possessed by the Corporation and are required to be shifted as stated hereinabove, with the approval of the Collector Raigad. As per G.R. dated 25.06.2014, the plots are to be allotted by the Corporation as per the applicable provisions of G.R. dated 01.03.2014, G.R. dated 28.05.2014 and as per circular issued by the Corporation bearing no. "CIDCO/Vya.Sa./Aa.Vi.Ta./2014" dated 19.09.2014 and as determined by the District Rehabilitation Officer, Raigad with the approval of the Collector, Raigad, or as per the award declared by the Deputy Collector (Land Acquisition) as the case may be.
8. The Lands bearing Gat Numbers 29/3, 30/2, 32/1, 33/5 admeasuring 4,570 square meters, situate at Village Pargaon, Taluka Panvel, District Raigad and Gat Numbers 12/1, 35/8, 5/10, 5/4, 9/8 admeasuring 15,750 square meters, situate at Village Pargaon Dungi, Taluka Panvel, District Raigad (hereinafter collectively referred to as the "**said Lands**") were owned, seized and possessed by (1) Smt. Anita Bharat Patil (2) Mr. Amit Bharat Patil (3) Smt. Kavita Suresh Mhatre (4) Mr. Baburao Pandurang Patil (5) Smt. Shilpa Bhanudas Gaikwad (6) Smt. Subhadra Barik Katekar and (7) Smt. Sushma Vinod Patil (hereinafter referred to as the "**said Owners**").
9. The said Lands were notified for acquisition under the Land Acquisition Act. The said Owners have opted for a developed plot in lieu of monetary compensation. The CIDCO would allot the developed plot, on lease, as per the provisions, terms and conditions, under the Navi Mumbai Disposal of Land (Allotment of Plots to Airport Project Affected Persons for Navi Mumbai International Airport and purposes allied thereto) (Amendment) Regulations, 2015 and Navi Mumbai Disposal of Land Regulations, 2008. Accordingly, the Dy. Collector (Land Acquisition), Metro Center No.1 Panvel who is an officer delegated with the powers under the Land Acquisition Act 1894 by the State Government, declared Award under the LA Act, 1894, specifying therein, the area of the plot to be allotted to the said Owners in lieu of monetary compensation as per the option and consent given by them.
10. As per the directives and policies of the State Government, referred to hereinabove, and as per the awards declared by the Dy. Collector (Land Acquisition) concerned under Section 11(2) of Land Acquisition Act, 1894, the Corporation has, pursuant to aforesaid Award No. Pargaon 14 and Award No. Pargaondungi 26 allotted to the said Owners vide allotment letter No. 2015/435 dated 3<sup>rd</sup> June, 2015 all that piece and parcel of land known as Plot No. 1 at Sector 4, Pushpak Node (Dapoli), admeasuring 3,210.00 square meters, Taluka Panvel, District Raigad (hereinafter referred to as



**"the said Plot"**) for the purpose of constructing a building or buildings on the terms and conditions hereinafter contained.

11. The said Owners have, before the execution of Agreement to Lease (defined below) paid to the Corporation on 21<sup>st</sup> April, 2017 a sum of Rs. 60/- (Rupees Sixty Only) being "Lease Rent" for the period of 60 (sixty) years at the rate of Rs.1/- per annum as per the letters of the Urban Development bearing Dept. No. CID-1812/CR-274/UD-10 dated 18.08.2014 and Dept. No. CID-1812/CR-274/UD-10 dated 06.10.2015.
12. By and under an Agreement to Lease ("**said Agreement to Lease**") dated 21<sup>st</sup> April, 2017 duly registered with the office of the Sub-Registrar of Assurances at Panvel on 15<sup>th</sup> May, 2017 under Serial No. PVL-5/3988 of 2017 made between the CIDCO, therein referred to as the Corporation of the One Part and the said Owners, therein referred as the Licensee of the Other Part, the CIDCO agreed to grant to the Licensee therein a lease of the said Plot for a period of 60 (sixty) years for the yearly reserved rent and on the terms and conditions contained therein for development of the said Plot in the manner set out therein.
13. By and under a Tripartite Agreement ("**said Tripartite Agreement**") dated 22<sup>nd</sup> July, 2019 duly registered with the office of Sub-Registrar of Assurances at Panvel under Serial No. PVL-2/9431 of 2019 on the same day made between CIDCO, therein referred to as the Corporation of the First Part and the said Owners, therein referred to as the Original Licensee of the Second Part and M/s. Shree Ganesh Enterprises, therein referred to as the New Licensee of the Third Part, the said Owners with the confirmation of CIDCO transferred and assigned their entire one-half share, right, title and interest including leasehold right in the said Plot admeasuring 1,605.00 square meters unto the New Licensee therein i.e. M/s. Shree Ganesh Enterprises on the terms and conditions therein contained.
14. CIDCO thereafter issued a final transfer order dated 14<sup>th</sup> August, 2019 bearing Ref. No. CIDCO/AmuBhuvaBhuA (NMIA) Vasahat / 22.5% / Pargaon+Pargaondungi-14+26/2019/2350 in respect of transfer of one-half share of the said Plot in favour of M/s. Shree Ganesh Enterprises, subject to the terms and conditions therein contained.
15. CIDCO placed the said Owners and M/s. Shree Ganesh Enterprises in possession of the said Plot.
16. In the premises aforesaid, M/s. Shree Ganesh Enterprises is entitled to one-half share of the said Plot i.e. 1,650.00 square meters and the said Owners (i.e. original Licensees) are entitled to other one-half share of the said Plot i.e. balance 1,650.00 square meters, for the purpose of development thereof by construction of building or buildings thereon in accordance with terms and condition set out in the said Agreement to Lease and the said Tripartite Agreement.



17. By and under a Development Agreement dated 8<sup>th</sup> July, 2022 ("**said Development Agreement**") duly registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-4/8832 of 2022 made between the said Owners, therein referred to as the Licensees/Lessees of the One Part and M/s. Shree Ganesh Enterprises, therein referred to as the Developer of the Other Part, the Licensees/Lessees therein granted, entrusted and assured the development rights of their one-half share of the said Plot admeasuring 1,650.00 square meters unto the Developer therein (i.e. M/s. Shree Ganesh Enterprises) for development of their 50% share with 50% share of M/s. Shree Ganesh Enterprises together being the said Plot for the consideration and on the terms and conditions set out therein.
18. Simultaneously with the execution of the said Development Agreement, the said Owners (i.e. Original Licensees) have executed Irrevocable Power of Attorney dated 8<sup>th</sup> July, 2022 in favour of M/s. Shree Ganesh Enterprises and Mr. Nitin Babubhai Gajipara, partner of M/s. Shree Ganesh Enterprises *inter alia* to do all acts deeds matters and things in respect of the development of Originals Licensees' one-half share of the said Plot with M/s. Shree Ganesh Enterprises' one-half share of the said Plot together being the said Plot. The said Irrevocable Power of Attorney is registered with the office of the Sub-Registrar of Assurances at Panvel under Serial No. PVL-4/8835 of 2022 on 8<sup>th</sup> July, 2022.
19. Under the said Development Agreement in consideration of grant of development rights of one-half share of the said Plot and transfer and assignment of balance one-half share of the said Plot by the Original Licensees unto M/s. Shree Ganesh Enterprises, the Original Licensees are entitled to 50% constructed premises in the building(s) to be constructed on the said Plot ("**Licensees/Lessees Premises**") and M/s. Shree Ganesh Enterprises is entitled to 50% constructed premises in the building(s) to be constructed on the said Plot by M/s. Shree Ganesh Enterprises ("**Developer's Premises**").
20. By virtue of the said Development Agreement and the said Tripartite Agreement, M/s. Shree Ganesh Enterprises is entitled to develop the said Plot in the manner envisaged therein and sale, transfer and dispose of the Developer's Premises (i.e. premises coming to the share of M/s. Shree Ganesh Enterprises) in the manner they may desire and appropriate the consideration thereof unto themselves in terms of the said Development Agreement.
21. A litigation being Special Civil Suit No. 39 of 2021 is filed in the Panvel Civil Court by Sharad Bama Bhoir and others ("**Plaintiffs**") against the said Owners and M/s. Shree Ganesh Enterprises and CIDCO, Dy. Collector, Land Acquisition, Chief Land & Survey Officer, CIDCO, Estate Manager, CIDCO and Additional Town Planning Officer CIDCO, ("**Defendants**") for declaration that, the Plaintiffs have 50% share in the said Lands and prayed the Defendants be restrained from creating third party rights and development of the said Plot ("**said Litigation**"). I have been informed that M/s. Shree Ganesh Enterprises or their partners have not till this date received any notice





/ summon in the said Litigation and there is no adverse or restraining order passed by the Court affecting the development of the said Plot and disposal of the premises in the building(s) to be constructed on the said Plot by M/s. Shree Ganesh Enterprises.

22. In relation to the said Litigation, I have been provided with the extracts of Mutation Entry No. 30 and Mutation Entry No. 82, which are described as under:

(a) Mutation Entry No. 30: This Mutation Entry relate to the lands bearing Gat Numbers 5/4, 5/10, 9/8, 12/1 and 35/8 of village Pargaon Dungi, Taluka Panvel, District Raigad. It is observed from perusal of the said Mutation Entry that, these lands were being cultivated by Tenant (kul) Pandu Chiret Patil from the year 1946-1947 and accordingly his name came to be recorded in land revenue records of the aforesaid lands as a Protected Tenant.

I have been informed that, Pandu Chiret Patil paid the purchase price decided under section 32G of Maharashtra Tenancy and Agricultural Lands Act, 1948 ("**said Tenancy Act**") and accordingly sale certificate under section 32M of the said Tenancy Act was issued in favour of Pandu Chiret Patil and he thus became the owner of the above referred lands. The said Owners derived their title to the above referred lands from Pandu Chiret Patil as his legal heirs.

(b) Mutation Entry No. 82: This Mutation Entry relate to the lands bearing Gat Numbers 29/3, 30/2, 32/1 and 33/5 of Village Pargaon, Taluka Panvel, District Raigad. It is observed from perusal of the said Mutation Entry that, ever since prior to settlement survey, Pandu Chiret Patil was occupant of these lands and cultivating the same and accordingly his name came to be recorded in land revenue records of the aforesaid lands as owner thereof. The said Owners derived their title to the above referred lands from Pandu Chiret Patil as his legal heirs.

23. It appears from the above referred mutation entries that, Pandu Chiret Patil alone was the owner of the said Lands and the said Owners derived their title to the said Lands from Pandu Chiret Patil as his legal heirs. Therefore, the Plaintiffs in the said Litigation appear to have no right or claim of any nature in the said Lands, however, the same is subject to adjudication by Hon'ble Civil Court at Panvel.

24. In the premises aforesaid M/s. Shree Ganesh Enterprises is seized and possessed of and is entitled to develop the said Plot in accordance with the applicable, laws, rules and regulations.



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**SEARCH REPORT**

To,  
Adv. Shrikant M. Kherkar  
1201, Giriraj Tower,  
Plot No.5, Sector 20,  
Roadpali, Navi Mumbai 410218

Under your instructions, I have taken search of the computerized and manual Index II registers made available to me for six years from 2017 to 2022 in respect of the property, which is described as under:-

1) **Description of Land :-**

All that piece and parcel of land situated, lying and being at Pushpknagar-Dapoli Node, Tal. Panvel, Dist. Raigad described in the revenue record as under-

Plot No.	Sector	Area Sq.Mtrs.
1	4	3210

I have inspected the Index II record and the computerized record of the office of the Sub Registrar of Assurances at Panvel and I put below my observations, notes and findings thereon.

2) **Observation:**

I state generally that the manual Index II record at the Offices of Sub Registrar of Assurances at Panvel for the abovementioned period is not maintained properly, is in bad shape, torn condition, are in form of loose papers and some pages are missing.

3) **Findings of Search:**

I state below in a tabular representation my report based on above observations about the inspection of the Index II record maintained and made available to me at the Offices of the Sub Registrar of Assurances at Panvel.





**NAVIN V. DHONGADI**

LL.B.

ADVOCATE

Cell No. 09004087873

Address for correspondence: D-401, Greenscape Royal CHSL., Plot No.25, Sector 7,  
Kamothe, Navi Mumbai- 410209

Sr. No.	Year	Findings
1	2017	Agreement to Lease executed by CIDCO Ltd. in favour of 1) Anita Bharat Patil, 2) Amit Bharat Patil, 3) Kavita Suresh Mhatre, 4) Baburao Pandurang Patil, 5) Shilpa Bhanudas Gaikwad, 6) Subhadra Barik Katekar, 7) Sushma Vinod Patil in respect of the abovesaid plot which is registered at Sub Registrar of Assurances at Panvel-5 at Sr.No.3988/2017 on dated 15/05/2017.
2	2018	No Entry Found
3	2019	Tripartite Agreement executed by 1) Anita Bharat Patil, 2) Amit Bharat Patil, 3) Kavita Suresh Mhatre, 4) Baburao Pandurang Patil, 5) Shilpa Bhanudas Gaikwad, 6) Subhadra Barik Katekar, 7) Sushma Vinod Patil and CIDCO Ltd. in favour of M/s Shree Ganesh Enterprises through its partner Nitin Babubhai Gajipara (HUF) and others in respect of area admeasuring 1605 sq.mtrs. out of the total area of 3210 sq.mtrs. of the abovesaid plot which is registered at Sub Registrar of Assurances at Panvel-2 at Sr.No.9431/2019 on dated 22/07/2019.
4	2020	No Entry found
5	2021	Notice of Lis Pendens intimating pending Special Civil Suit No. 39/2021 in respect of the abovesaid plot before the Hon'ble Civil Judge Senior Division, Panvel is filed by Sharad Bama Bhoir at Sub Registrar of Assurances at Panvel-1 at Sr.No.2866/2021 on dated 17/03/2021.
6	2022	Index II record not available as not printed. One Entry Found from computerized record as- Development Agreement executed by 1) Anita Bharat Patil, 2) Amit Bharat Patil, 3) Kavita Suresh Mhatre, 4) Baburao Pandurang Patil, 5) Shilpa Bhanudas Gaikwad, 6) Subhadra Barik Katekar, 7) Sushma Vinod Patil in favour of M/s Shree Ganesh.





**NAVIN V. DHONGADI**

LL.B.

ADVOCATE

Cell No. 09004087873

**Address for correspondence: D-401, Greenscape Royal CHSL., Plot No.25, Sector 7,  
Kamothe, Navi Mumbai- 410209**

		Enterprises through its partner Nitin Babubhai Gajipara in respect of the abovesaid plot which is registered at Sub Registrar of Assurances at Panvel-4 at Sr.No.8832/2022 on dated 08/07/2022.
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I state below my notes based on the above observations:-

1. Please note that due to the Index II record being in torn condition, not maintained properly and are in very bad shape, only legible pages are inspected. Please note that this search report is based on the computerized record available on IGR website & Index II registers/record made available to me at the office of the sub registrar.
2. Most of the Index Registers are found in torn condition. The Index II Records for some years were kept in the form of loose sheets. The office of Sub Registrar has got the loose sheets for some years bound in separate Registers. However, there is a possibility that during the last few years some Index II papers had been misplaced. The record shows that the office of Sub Registrar did not make the efforts to keep the record updated. It is often observed that many transactions are not properly recorded. In some of the Index registers some pages are lost or even removed. The Computerized Indexes which are in the form of loose papers are so kept that those could be easily lost or even removed. It has been experienced on some occasions that some entries, such loosely kept, while taking search at one time were found and at another time were found to be misplaced. Hence, the record of Index II Registers cannot be said to be completely reliable.
3. Entire record 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 is not found.
4. Considering the above-mentioned position of records in the office of the Sub-Registrar for the purpose of investigation of title, it is advised to check the revenue record of the properties maintained by the Revenue Department and the title deeds.

I took an Index II search of the aforesaid property for 6 years by paying requisite fees as per Receipt No.1112484837 dated 18/07/2022, which is annexed herewith.

Place: Kamothe, Navi Mumbai

Date: 23/07/2022

**Navin V. Dhongadi**  
Advocate







MH005101760202223P	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
18 Jul 2022	Receipt	Receipt no.: 1112484837
	Name of the Applicant :	NAVIN DHONGADI
	Details of property of which document has to be searched :	Dist :Raigarh Village :Dapoli S.No/CTS No/G.No. : 4
	Period of search :	From :2017 To :2022
	Received Fee :	300
The above mentioned Search fee has been credited to government vide GRN no :MH005101760202223P		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on ' <a href="http://gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php">gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php</a> '.		

