

અરજી પહોંચ

મિલકત નું વર્ણન : S.No 533,535,536,537,548,549,606,Plot No 165/C/1/1 & 165/C/1/15

Search in : VAPI /VAPI

પહોંચ નંબર ૨૦૧૮૪૦૦૦૨૦૬૭૪ અરજી નંબર ૧૦૦૭૭ અરજી વર્ષ ૨૦૧૮
તારીખ ૧ માહે ડિસેમ્બર સને ૨૦૧૮

રજુ કરનારનું નામ S N Mehta

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી.....
નકલ કરવા ની ફી સાઈડ / ફોલીયો.....
શેરોની નકલ કરવા માટે ફી.....
ટપાલ ખર્ચ.....
નકલો અથવા ચાદીઓ (કલમ ૬૪ થી ૬૭).....
શોધ અગર તપાસણી.....Year: 2014 2018 ૭૦.૦૦
દંડ કલમ-૨૫.....
કલમ-૩૪ (કલમ-૫૭).....
નકલ ફી ફોલીયો.....
ઇન્ડેક્સ-૨ ફી

કુલ એકંદરે રૂ. ૭૦.૦૦

અંકે રૂપિયા સીત્તેર પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.


NAYNA RAMESHBHAI THUMMAR
સબ રજીસ્ટ્રાર
વાપી

IGR-NIC(G) 7980642755421820117 (W)

૦૧/૧૨/૨૦૧૮

15:41:42

મિલકત નું વર્ણન : S.No- 533,535,536,537,548,549,606, plot no.- 165/C/1/1 & 165/C/1/15

Search in : વાપી /Vapi

પહોંચ નંબર ૨૦૧૮૧૦૬૦૧૫૦૦ અરજી નંબર ૧૨૮૭૨ અરજી વર્ષ ૨૦૧૮
તારીખ ૧ માહે ડિસેમ્બર સને ૨૦૧૮

રજુ કરનારનું નામ S N Mehta Adv

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી.....
નકલ કરવા ની ફી સાઈડ / ફોલીયો.....
શેરોની નકલ કરવા માટે ફી.....
ટપાલ ખર્ચ.....
નકલો અથવા ચાદીઓ (કલમ ૬૪ થી ૬૭).....
શોધ અગર તપાસણી.....Year: 1989 2014 ૨૮૦.૦૦
દંડ કલમ-૨૫.....
કલમ-૩૪ (કલમ-૫૭).....
નકલ ફી ફોલીયો.....
ઇન્ડેક્સ-૨ ફી

કુલ એકંદરે રૂ. ૨૮૦.૦૦

અંકે રૂપિયા બે સો એંશી પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

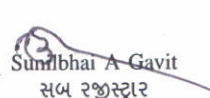
તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

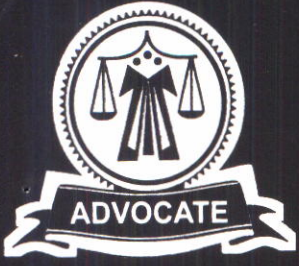

Sunilbhai A Gavit
સબ રજીસ્ટ્રાર
પારડી

IGR-NIC(G) 7212673888009621724 (W)

૦૧/૧૨/૨૦૧૮

16:05:09





Shailesh N. Mehta

B.Sc. L.L.B.

(Advocate & Notary)

Reg. No. G/1015/1989



12, Kemp's Corner,
Adjacent to Hotel Fortune Park Galaxy,
Opp. Nagarsheth Chamber, Koparli Road, GIDC, Vapi 396 195.



Cell.: 98251 42758



shaileshadv66@gmail.com
shaileshadv111@yahoo.com



:: TITLE SEARCH REPORT ::

27th day of March 2019

TO,
PRINCE INFRAVENTURES LLP
21, 2nd Floor, Kalpataru Point,
Kamani Road, Sion (East),
Mumbai – 400 022

**SUBJECT: TITLE SEARCH REPORT IN RESPECT OF A PIECE AND
PARCEL OF INDUSTRIAL PLOT NO. 165/C/1/1 +
165/C/1/2 + 165/C/1/8 + 165/C/1/9 + 165/C/1/10 +
165/C/1/3 + 165/C/1/4 + 165/C/1/5 + 165/C/1/6 +
165/C/1/7 + 165/C/1/11 + 165/C/1/12 + 165/C/1/13 +
165/C/1/14 + 165/C/1/15 ADMEASURING 36,797.00
SQUARE METERS FOR INDUSTRIAL PROJECT KNOWN AS
“INFINITY INDUSTRIAL PARK” SITUATED IN VAPI NOTIFIED
INDUSTRIAL AREA, CONSISTING OF REVENUE SURVEY NO.
533, 535, 536, 537, 548, 549 & 606, WITHIN THE VILLAGE
LIMITS OF VAPI, TALUKA- VAPI, DISTRICT VALSAD,
GUJARAT STATE.**

Dear Sir,

Under your verbal instructions, I, **SHAILESH N. MEHTA, ADVOCATE** hereby give the Title Clearance Certificate of above-mentioned subject property as under:

1. It appears that originally a land bearing Industrial Plot No.165-C/1 in Vapi Notified Industrial Area, consisting of Revenue Survey No.533, 535, 536, 537, 548, 549 & 606, within the Village Limits of vapi, Taluka: Vapi, District: Valsad, Gujarat State Containing by admeasurements 36,797.00 square Meters is running in the name of GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION (A Government Gujarat Undertaking) in the records of Government of Gujarat.

{2}

2. It further transpires that Industrial Plot No. 165-C/1 in Vapi Notified Industrial Area consisting of Revenue Survey No.533, 535, 536, 537, 548, 549 & 606, within the Village Limits of Vapi, Taluka: Vapi, District: Valsad, Gujarat State is originally allotted to M/S. GUJARAT CHEMICAL INDUSTRIES by GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION VAPI with a terms and Conditions laid down in the said Allotment Letter of GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION for Industrial use on 99 Years lease hold basis, vide Allotment Letter No. BL/VPI/ALT (517)2631, dated 16.11.1972.
3. It further transpires that a Licence Agreement has been executed between GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION and M/S. GUJARAT CHEMICAL INDUSTRIES on dated 04.12.1972 in respect of above said plot and hence M/S. GUJARAT CHEMICAL INDUSTRIES is lawful allottee and occupier of above said plot.
4. It further transpires that a vacant and peaceful Possession of the Industrial Plot No.165-C/1 in Vapi Notified Industrial Area consisting of Revenue Survey No.533, 535, 536, 537, 548, 549, & 606, within the Village Limits of Vapi, Taluka: Vapi, District: Valsad, Gujarat State Containing by admeasurements 36,797.00 square Meters was handed over M/S. GUJARAT CHEMICAL INDUSTRIES by GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION, VAPI, vide Order NO.GIDC/DE/I2069 dated 04.12.1972 and Possession Receipt also issued by the Gujarat Industrial Development Corporation to M/S. GUJARAT CHEMICAL INDUSTRIES by GUJARAT INDUSTRIES on 16.12.1972.
5. It further transpires that a Lease deed for 99 years in respect of the Industrial Plot No.165-C/1 in Vapi Notified Industrial Area consisting of Revenue Survey No.533, 535, 536, 537, 548, 549 & 606, within the Village Limits of Vapi, Taluka: Vapi, District: Valsad, Gujarat State Containing by admeasurements 36,797.00 square Meters has been

{3}

executed by GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION, VAPI AND M/S. GUJARAT CHEMICAL INDUSTRIES on dated 06.07.1973, the said indenture of Lease Deed is duly registered in the office of the sub-Registrar of Killa-Pardi on dated 06.04.1973, vide serial No. 1217, dated 29.12.1973.

6. It further transpires that M/S. GUJARAT CHEMICAL INDUSTRIES applied to GIDC to transfer the said plot in favour of SHREE NIWAS ORGANICS PRIVATE LIMITED, the said application was granted by the GIDC, vide their order No.GIDC/BL/RM-IT/PLT/TRF/6543, dated 27.03.1992. and whereas final transfer order was also issued by the GIDC vide it's Order No. GIDC/DY-N/VPI/TRANSF/PLT/1863 on 30.04.1993, prior to that agreement for sale cum transfer of lease hold rights dated 02.04.1993 has been executed between Gujarat Chemical industries and SHREE NIVAS ORGANIC PRIVATE LIMITED the said indenture was duly registered in the office of sub-registrar of Killa: Pardi on dated 02.04.1993, vide serial No. 766. It is further noted that the said indenture of agreement for sale of assignment was without possession and for part payment of the transaction.

Note: It is observed that a registered deed of assignment of lease hold rights of above said plot is not registered in the office of sub-registrar however the above said plot has been duly transferred by the GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION (No office order copy of GIDC for above transaction is made out).

7. It further transpires that SHREE NIVAS ORGANIC PRIVATE LIMITED applied to transfer of said plot and construction premises in favour of M/S VENKATESHVARA TEXTFAB PRIVATE LIMITED and the said application was granted by the

{4}

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION, Vide their office order No.9244 dated 13.01.2013 and prior to that, a deed of assignment and deed of sale were also executed between SHREE NIWAS ORGANICS PRIVATE LIMITED AND M/S VENKATESHVARA TEXFAB PRIVATE LIMITED on dated 05.07.2007, the said indenture of documents are registered in the office of Sub registrar, vide serial No. 5542 & 5543 respectively and hence the above said property was legally transferred in the name of M/S VENKATESHVARA TEXFAB PRIVATE LIMITED.

8. It further transpires that M/S VENKATESHVARA TEXFAB PRIVATE LIMITED applied to GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION for Sub-Divisions of INDUSTRIAL PLOT NO.165/C-1 into 15 sub-plots, the said application was granted by Divisional Manger, GIDC, Vapi vide it's order No. GIDC/DM/VPI/ALT/FTO/220M, dated 16.04.2013 and on the basis of said sub-division order, Industrial Plot No. 165-C/1 has been divided into 15 Sub-Plots as under:



PLOT NO.	AREA IN SQ. MTRS
165/C/1/1	10,251.00
165/C/1/2	3,145.87
165/C/1/3	3,149.61
165/C/1/4	1,304.99
165/C/1/5	1,304.99
165/C/1/6	3,369.02
165/C/1/7	1,331.62
165/C/1/8	1,331.62
165/C/1/9	1,331.62
165/C/1/10	1,342.27
165/C/1/11	1,539.30
165/C/1/12	1,527.09
165/C/1/13	1,527.09
165/C/1/14	2,960.03
165/C/1/15	1,379.52

9. If further transpires from duplicate deed of rectification of lease deed executed and registered in the office of sub-register, Pardi at book No.1 under serial No.3519/2013 dated 01.04.2013 that it has come to knowledge of the M/S. VENKATESHVARA TEXFAB PRIVATE LIMITED that the description

{ 5 }

as per lease deed executed on dated 06.07.1973, the plot area is 36705.00 square meters and as per approved filed book area confirmed as 36797.00 square meters. Hence the plot area is increased by 92.00 square meters and concern parties has executed the lease deed area admeasuring 36705.00 square meters, calculated @Rs.8.40 per square meters amounting to 3,08,322/- and duly registered being a difference of increased area admeasuring 92.00 square meters calculated @Rs.8.40 i.e. 773/- an required the rent of Rs.53,724/- per annum other term and correction was done vide above mentioned deed of rectification of Lease deed.

- 
10. Thereafter **M/S. VENKATESHVARA TEXTFAB PRIVATE LIMITED** mortgaged the above said plots in favour of **INDOSTAR CAPITAL FINANCE LTD** by way of mortgaged deed dated 18.06.2014, the said indenture of mortgage deed is duly registered in the office of sub-registrar of Vapi, vide serial No. 1056, dated 23.06.2014 for the financial assistance provided by **INDOSTAR CAPITAL FINANCE LTD.** to **SHAH PAPER MILLS LTD.** under a Facility Agreement executed by and between **INDOSTAR CAPITAL FINANCE LTD.** to **SHAH PAPER MILLS LTD.** on dated 18.06.2014.
11. Thereafter, **M/S. VENKATESHVARA TEXTFAB PRIVATE LIMITED** and **SHAH PAPER MILLS LTD.** further executed a Supplemental Deed of Mortgage dated 18.06.2014 for obtaining further financial assistances Shah Paper Mills Ltd. by mortgaging the above said plots in favour of consortium of financiers i.e. **1) INDOSTAR CAPITAL FINANCE LTD, 2) STANDARD CHARTERED BANK** and **3) STATE BANK OF INDIA**, the said indenture of Supplemental Deed of Mortgage is duly registered in the office of sub-registrar of Vapi vide serial No.8407, dated 30.10.2015.
12. Thereafter, the said **SHAH PAPER MILLS LTD.** could not completely repay the said mortgage loans availed from

{ 6 }

1) **INDOSTAR CAPITAL FINANCE LTD**, 2) **STANDARD CHARTERED BANK** and 3) **STATE BANK OF INDIA** and hence, **VENKATESHVARA TEXTFAB PRIVATE LIMITED** decided to dispose the above said plots through bidding process. To this effect, a public notice was published in Sandesh Newspaper, Vapi on 09.11.2017, inviting bids/ offers from public at large for the said plots along with the said mortgages/ charges of the said financiers.

13. Accordingly, **PRINCE INFRAVENTURES LLP** offered by their offer letter dated 16.11.2017 to acquire the leasehold rights of the above said plots by paying the consideration as per the conditions stipulated in the public notice, provided the 1) **INDOSTAR CAPITAL FINANCE LTD**, 2) **STANDARD CHARTERED BANK** and 3) **STATE BANK OF INDIA** releasing all their charges over the said plots in all respects after their debts are cleared and issuance of No-Dues Certificate and returning of all documents pertaining to the above said mortgaged plots. Whereas, the said offer letter came to be canceled owing to non-confirmation by **VENKATESHVARA TEXTFAB PRIVATE LIMITED**. However, **PRINCE INFRAVENTURES LLP** made the same offer vide a revised offer letter dated 13.12.2017 which was accepted by **VENKATESHVARA TEXTFAB PRIVATE LIMITED**.

14. Meanwhile, one Guatam Balvantrai Desai, one of the shareholders of **VENKATESHVARA TEXTFAB PRIVATE LIMITED** preferred Company Petition No. 756 of 2017 and 760 of 2017 before Hon'ble NCLT, Mumbai bench and successfully obtained injunction over the said deal of the said plots between the parties. The matter got amicably settled between Guatam Balvantrai Desai and **VENKATESHVARA TEXTFAB PRIVATE LIMITED** and thereby the said petitions were disposed by NCLT, Mumbai Bench being withdrawn vide order dated 05.10.2018.

15. Thereafter, on the basis of the said offer in order to proceed with the said deal, **VENKATESHVARA TEXTFAB PRIVATE LIMITED** obtained necessary No-Objection certificates from all mortgagees namely - **1) INDOSTAR CAPITAL FINANCE LTD, 2) STANDARD CHARTERED BANK** and **3) STATE BANK OF INDIA** vide their NoCs dated 26.09.2018, 12.03.2018 and 26.09.2018 respectively after obtaining necessary deposits amounts from **VENKATESHVARA TEXTFAB PRIVATE LIMITED**.
16. Thereafter, in order to obtain balance consideration amount payable to **VENKATESHVARA TEXTFAB PRIVATE LIMITED; PRINCE INFRAVENTURES LLP** applied for loan from **INDOSTAR CAPITAL FINANCE LTD** upon the agreement to create charge over the said plots, which came to be sanctioned vide letter dated 22.03.2018 and the said loan amount was disbursed by **INDOSTAR CAPITAL FINANCE LTD** on 27.09.2018. Accordingly, **VENKATESHVARA TEXTFAB PRIVATE LIMITED** executed a registered agreement to assign the leasehold rights of the above said plots in favour of **PRINCE INFRAVENTURES LLP**, which came to be registered in the office of Sub-Registrar Vapi at Sr. No.8514/2018 dated 27.09.2018.
17. Thereafter, the consortium of lenders/ mortgagees namely - **1) INDOSTAR CAPITAL FINANCE LTD, 2) STANDARD CHARTERED BANK** and **3) STATE BANK OF INDIA** executed a Re-conveyance/ Release Deed in favour of **VENKATESHVARA TEXTFAB PRIVATE LIMITED** pertaining to the above said plots, thereby releasing all charges over the said plots. The said indenture of Re-conveyance/ Release Deed came to be registered in the office of Sub-Registrar Vapi at Sr. No.8897/2018 dated 10.10.2018.
18. Thereafter, **VENKATESHVARA TEXTFAB PRIVATE LIMITED** applied to transfer of said plots in favour of **PRINCE INFRAVENTURES LLP** and the said application was granted by the GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION, vide their office order

No.GIDC/RM/VAP/TRF/FTO/VAP3/56 dated 20.10.2018 and prior to that, a deed of assignment was also executed between **VENKATESHVARA TEXTFAB PRIVATE LIMITED** and **PRINCE INFRAVENTURES LLP** on 15.10.2018, the said indenture of document is registered in the office of Sub registrar, Vapi, vide serial No. 24.10.2018 and hence the above said plots are legally transferred in the name of **PRINCE INFRAVENTURES LLP**.

19. Thereafter, **PRINCE INFRAVENTURES LLP** and others executed a Supplemental Deed of Mortgage dated 29.10.2018 by mortgaging the above said plots in favour of **INDOSTAR CAPITAL FINANCE LTD**, the said indenture of Supplemental Deed of Mortgage is duly registered in the office of sub-registrar of Vapi vide serial No.9517, dated 29.10.2018.

Thereafter **PRINCE INFRAVENTURES LLP** applied to G.I.D.C., Vapi for amalgamation of above said plots in to one single unit, the said application was granted by the G.I.D.C. Vapi vide their order No. GIDC/RM/VAP/AM/FO/VAP3/4/8966 dated : 10/01/2019 and have amalgamated the above mention plots in to one single unit i.e industrial Plot No. **165/C/1/1 + 165/C/1/2 + 165/C/1/8 + 165/C/1/9 + 165/C/1/10 + 165/C/1/3 + 165/C/1/4 + 165/C/1/5 + 165/C/1/6 + 165/C/1/7 + 165/C/1/11 + 165/C/1/12 + 165/C/1/13 + 165/C/1/14 + 165/C/1/15** totally admeasuring **36,797.00 sq. Mtrs .**

As on today, the above said plots are running in the name **PRINCE INFRAVENTURES LLP** in the record of GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION being lawful occupier and possessor.

I have taken search in the office of sub-registrar Killa-Pardi/ Vapi from the year 1990 to 2019 and have referred relevant revenue documents.

Thus going through the above sequences and the papers and the documents produced before me, I am of the

opinion that the title of the above said plots are running in the names of **PRINCE INFRAVENTURES LLP** in the records of GIDC and I further state that at present **INDOSTAR CAPITAL FINANCE LTD** having charge, encumbrance by way of execution of a registered Deed of Mortgage. This title report is given on the basis of search carried out in the office of sub-registrar of Killa Pardi/ Vapi, however no search has been carried out in any local court of law.

:: DESCRIPTION OF THE PROPERTY ::

A piece and parcel of **industrial Plot No. 165/C/1/1 + 165/C/1/2 + 165/C/1/8 + 165/C/1/9 + 165/C/1/10 + 165/C/1/3 + 165/C/1/4 + 165/C/1/5 + 165/C/1/6 + 165/C/1/7 + 165/C/1/11 + 165/C/1/12 + 165/C/1/13 + 165/C/1/14 + 165/C/1/15** totally admeasuring 36,797.00 sq. Mtrs consisting of **Revenue Survey No.533, 535, 536, 537, 548, 549 & 606**, in Vapi Notified Industrial Area, within the Village Limits of Vapi, Taluka: Vapi, District: Valsad, Gujarat State with all other rights, title, interest and benefits thereto.

Place: Vapi
Date : 27.03.2019



Shailesh N. Mehta
SHAILESH N. MEHTA
(Advocate & Notary)