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Ref. :- SBI/586/2020

Date :- 12-02-2020.

To
Assistant General Manager,
STATE BANK OF INDIA,
SME Branch, Sector-18,
NOIDA-201301.

Annexure - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

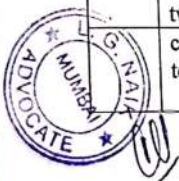
1.	a) Name of the Branch/Business Unit Office seeking opinion.	State Bank of India, SME Branch, Noida
	b) Reference No. and date of the letter under the cover of the documents tendered for scrutiny	Letter Provided dtd.21.01.2020
	c) Name of the Borrower.	Standing in name of Mrs. Rita Aggarwal and Mr. Satish Aggarwal
	a) Name of the Unit/Concern/Company/person offering the property/(ies) as security.	Mrs. Rita Aggarwal and Mr. Satish Aggarwal (hereinafter referred to as the Borrowers).
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Jointly
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc..)	As a Borrowers
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	All that piece of Lot of ½ Acre of Downhill category bearing revised No.08 (earlier being Plot No. as per sanctioned lay out) adm. 2024 sq. mtrs. or thereabouts pre-prepared Design No.PK4 situated on Hilltop Street being part of Survey No. 102, Hissa No.1+3, 1/1, of Village Dasve, Taluka Mulshi, District Pune (hereinafter referred to as 'said Villa' for sake of brevity)
	a) Survey No.	Survey No. 102, Hissa No.1+3, 1/1, of Village Dasve, Taluka Mulshi, District Pune (hereinafter referred to as 'said Property' for sake of brevity)
	b) Door no. (in case of house property)	All that piece of Lot of ½ Acre of Downhill category bearing revised No.08
	c) Extent/area including plinth/built up area in case of house property	Villa adm. 390.15 sq. mtrs. (Built up area of 4,198 sq. ft.) or Carpet area of 3,053 sq. ft.
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Dasve, Taluka Mulshi, District Pune, in Registration Dist. and Sub-Dist. of Pune
	e) Boundaries :	Within limits of Pune Municipal Corporation.
4.	a) Particulars of the documents scrutinized - serially and chronologically	<u>TITLE DEEDS IN Copies SEEN: - (Original kept with STATE BANK OF INDIA)</u> a) Copy of Agreement to lease of Lot cum Agreement for sale of Villa dated 31/12/2012 entered into between LAVASA CORPORATION LIMITED (Lavasa) AND Mrs. Rita Aggarwal and Mr. Satish Aggarwal (Customers) together with annexure thereto.



		<p>b) Copy of Registration Receipt bearing No.297 under Document No.MLS2-294-2013 for Rs. 31,660/- issued by the Sub-Registrar Assurance, Mulshi-2, dated 11.01.2013.</p> <p>c) Copy of Index II Document issued by Sub-Registrar's Office at Mulshi in respect of Lease Agreement dated 11.01.2013.</p> <p>d) Copy of 7x12 Extracts.</p> <p>e) Copy of Title Clearance Certificate dated 04/09/2008 issued by Little & Co., Advocates.</p> <p>f) Copy of Commencement Certificate dated 07/06/2008 issued by the Collector of Pune.</p> <p>g) Copy of Power of Attorney dated 26/08/2011 executed by Lavasa Corporation Limited in favor of Mr. Ramesh More.</p>
	<p>b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note : Only originals or certified extracts from the registering/land/ revenue/other authorities be examined</p>	As at 4 (a) above
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	No Instruction hence not obtained
5.b)	i) Whether all pages in the certified copies of title document which are obtained directly from sub Registrar's office have been verified page with the original document submitted?	Not Applicable
	ii) Whether the certified copies of title document are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page with the original produced. (In case original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	Not Applicable
6	a) Whether the records of registrar of Office or revenue authorities relevant to the property in question are available for verification through any online portal or computer systems?	Mulshi
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	We have cross checked
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not Applicable
7.	a) Property Offered as security falls with in the jurisdiction of which Sub-Registrar Office?	Mulshi
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of Sub-Registrar/district registrar - General if so, please name all such	Not Applicable



	Offices?	
c)	Whether search has been made at all the offices named at (b) above?	Yes.
d)	Whether the searches in the Offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property question?	Not Applicable
8.	Flow of titles tracing out the title, of the intended Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above search of title / encumbrances for a period of not less than 30 years is mandatory (Separate Sheets may be used).	<u>As per Annexure-A-1.</u>
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.).	The Mrs. Rita Aggarwal and Mr. Satish Aggarwal are Purchasers of the said Flat on what is popularly known as Ownership basis.
10	If leasehold, whether, a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the leasehold right. c) duration of the Lease/unexpired period of lease, d) If, a sub-lease, check the lease deed in favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also. e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?. f) Right to get renewal of the leasehold rights and nature thereof.	Villa on Lease-Hold basis Lease Agreement is Registered yes for 999 years Not Applicable Yes Not Applicable
11.	If Govt. grant/allotment/Lease-Cum/Sale Agreement whether;	No.
	Grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions.	No.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No.
12.	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	Yes - subject to the No objection/consent of the Lavasa.
13.	Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed and the reasons for Coming to such conclusion.	No Minor's interest
14.	If the property has been transferred by way of Gift/Settlement Deed, whether.	No Gift deed Involved
	a) The Gift/Settlement Deed is duly stamped and registered.	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses:	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee.	Not Applicable



	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restrictions on the Donor in executing the Gift/Settlement Deed in question.	Not Applicable
	f) Whether the Donee is in possession of the gifted property;	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other persons and whether there is a need for any other person to join the creation of mortgage.	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed	Not Applicable
15	a) In case of partition /settlement deeds, whether the original Deed is available for deposit. If not the modality /procedure To be followed to create a valid and enforceable mortgage.	No partition /settlement deeds Involved
	b) Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	Not Applicable
	c) Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.	Not Applicable
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	Not Applicable
	e) Whether any of the documents in question area executed in counterparts or in more that one set? It so additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents / wills?	No Testamentary documents / wills involved
	a) In case of wills, whether the will is registered or unregistered Will?	Not Applicable
	b) Whether the Will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	c) Whether the property is mutated on the basis of will?	Not Applicable
	d) Whether the Original Will is available?	Not Applicable
	e) Whether the Original Death Certificate of the testator is available?	Not Applicable
	f) What are the circumstances and/or documents to establish the will in question is the last and final Will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness / validity of the Will, all parties have acted upon the Will, etc. which are relevant to rely on the Will, availability of Mother / Original title deeds are to be explained)	Not Applicable
17.	a) Whether the property is subject to any wakf rights?	NO
	b) Whether the property belongs to church / temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	c) Precautions/Permissions, if any respect of the above cases for creation of mortgage?	Not Applicable
18.	a) Where the property is a HUF/Joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution minor's share if any, rights of female members etc	Villa belong to Individual Owner



	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	Villa belong to Individual Owner
	b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?	Not Applicable
	c) if so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d) Requirements, if any creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not Applicable
	b) In case of Agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	Not Applicable
21.	Whether the property is affected any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	No
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search / enquiry is made with the land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation Pending
	b) If so, whether such litigation would adversely effect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	Not Applicable
24.	a) In case of partnership firm, Whether the property belongs to the firm and the deed is property registered.	Villa belong to Individual Owner
	(b) Property belonging to partners, Whether thrown on hotchpot? Whether formalities fro the same have been completed as per applicable laws?	Not Applicable
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	Whether the property belongs to a Limited Builders, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Builders Registrar (ROC), Articles of Association / provision for common seal etc.	Villa belong to Individual Owner
25b	i) Whether the property (to be mortgaged) is purchased by above Company from any other company or Limited Liability Partnership (LLP) Firm?	Not Applicable

	ii) If yes, whether the search of Charges of the property (to be Mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company/LLP (seller) and the vendee company (Purchaser)?	Not Applicable
26.	In case of Societies, Associations, the required authority/power to Borrowers and whether the mortgage can be created, and the requisite resolutions bye-laws.	Villa belong to Individual Owner
27.	a) Whether any POA is involved in the chain of title?	POA is involved in the chain of title
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement – Cum – Power of Attorney. If so please clarify Whether the same is registered document and hence it has crated an interest in favor of the Builders/Owners and as such is irrevocable as per law.	Not Applicable
	c) In case the title document is executed by the POA Holder, please clarify whether the POA involves is (i) one executed by the Owners viz. Companies / Firms / Individual or Proprietary Concerns in favor of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letter, NOC'S Agreements of Sale, Sale Deeds, etc in favor of buyers of flats/units (Promoter's POA) or (ii) other type of POA (common POA).	Executed Power of Attorney dated 26/08/2011 executed by Lavasa Corporation Limited in favor of Mr. Ramesh More and It is registered Power of Attorney executed by Mr. Satish Aggarwal in favor of Mrs. Rita Aggarwal and It is Notarized
	d) In case of Promoter's POA Whether a certified copy of POA is available and the same has been verified /compared with the original POA.	Not Applicable
	e) In case of Common POA (i.e. POA other than Owners' POA) please clarify the following clauses	Not Applicable
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Photocopy verified
	ii. Whether the POA is a registered one?	Yes
	iii. Whether the POA is a special or general one?	General One
	iv. Whether the POA contains a specific authority for execution of title documents in question?	Yes
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-registrar also?)	POA was in force and not revoked
	g) Please comment on the genuineness of POA?	Not Applicable
	h) The unequivocal opinion on the enforceability and validity of the POA?	It is valid
28.	Whether the mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped /authenticated in terms of the Law of the place where it is executed.	Not Applicable
29.	If the Property is a flat/apartment or residential / commercial complex, check and comment on the following	It is a Residential Apartment
	a) Owner's/Land owner's title to the land/building	Yes, M/s. LAVASA CORPORATION LIMITED has ownership rights.
	b) Development Agreement for Sale /power of Attorney	Development Agreement is Registered
	c) Extent of authority of the Owners/Builders.	Villa adm. 390.15 sq. mtrs. (Built up area of 4,198 sq. ft.) or Carpet area of 3,053 sq. ft.
	d) Independent title verification of the land and/or building in Question.	Yes
	e) Agreement for Sales for Sale (duly registered)	Yes



	f) Payment of proper stamp duty	Yes
	g) Requirement of Registration of Sale Agreement Development Agreement, POA etc.	Not Applicable
	h) Approval of Building Plan, permission of appropriated/local authority etc.	Yes
	i) Conveyance in favor of Society / Condominium concerned.	Not Applicable
	j) Occupancy Certificate/ Allotment Letter/Letter of Possession.	Occupation Certificate is to be obtained
	k) Membership details in the Society etc;	Not Applicable
	l) Share Certificate.	Not Applicable
	m) No objection letter from the society.	No Objection from said LAVASA for mortgage etc. is to be obtained
	n) All legal requirements under the local/Municipal laws, Regarding ownership of Shops/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.	Not Applicable
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any.	- Pl. address Regd. Post A.D./Hand Delivery letter to said LAVASA, advising about mortgage etc. created by said Owners and keep Acknowledgment due on record. <u>Pl. obtain confirmation from said Society of having noted lien etc. in their books.</u>
	p) If the property is vacant land and construction is yet to be made, approval by lay-out and other precautions, if any.	Structure standing there-on
	q) Whether the numbering the pattern of the Units/flats tally in all documents such as approved plan, agreement plan etc.	Yes.
30.	Encumbrance, Attachments, and/or claims whether of Government, Central or State or other local authorities or Third Party claim, Leins etc. And details thereof.	<u>Except charge in favour of STATE BANK OF INDIA</u>
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of chare if any.	We have taken search with the Sub-Registrar Office at Mulshi for the period of 30 years from 1991 to 2020 and have found that there is no encumbrances on the said property
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid what remedy?	Obtain Latest Municipal/Assessment and Out-goings etc. Bill/Receipt.
33.	a. Urban land ceiling clearance, whether required And if so, details thereon.	Not Applicable
	b. Whether No Objection Certificate under the income Tax Act is required/ obtained.	No.
34.	Details of RTC extracts /mutation extracts/ Katha extracts Pertaining to the property in question.	Nil
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No, Security offer a Flat/s
36.	(a) Whether the property offered as security is clearly demarcated?	Obtained Clarification from the Valuer
	(b) Whether the demarcation / partition of the property is legally valid?	As Above
	(c) Whether the property has clear access as per documents?	As Above
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any reveled on such scrutiny? a) Document in relation to electricity connection. b) Document in relation to water connection. c) Document in relation to Sales Tax Registration, if any applicable.	Not Applicable



	d) Other utility, if any	
38.	In respect of the boundaries of the property, whether there is a difference / discrepancy if any of the title documents or any other documents (such as valuation report, utility, bills etc.) or the actual current boundary? If so please elaborate / comment on then same.	No Discrepancy Observed
39.	If the valuation report and/or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate)	Not furnished
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of property registration of documents, payment of property Stamp duty	There is no bar for creation to Mortgage
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property as security?	Yes
42.	In case of absence of original titles deeds, details of legal And other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard.	Original documents are available
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of Security.	Not Applicable
46.	The specific person who are required to create Mortgage/to deposit document creating mortgage.	Mrs. Rita Aggarwal and Mr. Satish Aggarwal
47.	a) Whether the Real Estate Project Comes Under Real Estate (Regulatory And Development) Act, 2016?	Not Applicable, permission is prior to 2016
	b.) Whether the Project is Registered With the Real Estate Regulatory Authority? If so, the Details of such Registration Are To Be Furnished,	Not Applicable
	c.) Whether the Registered Agreement For Sale as Prescribed in the Above Act/Rules there Under is executed?	Not Applicable
	d). Whether the Details of the Apartment/Plot in Question are Verified With the List of Apartments or Plots Booked as Uploaded By the Promoter in the Website of Real Estate Regulatory Authority?	Not Applicable



Signature of the Advocate

Place: Mumbai
Date: 12/02/2020

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide **Annexure B** and the other relevant factors. ✓
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1991 to 2020 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, **Except charge in favour of STATE BANK OF INDIA**
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent specify. (not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers,,**Mrs. Rita Aggarwal and Mr. Satish Aggarwal.**
9. I certify that **Mrs. Rita Aggarwal and Mr. Satish Aggarwal**, acquire/s absolute, valid, clear and Marketable Title over Schedule property/(ies) I further certify that above Title deeds are genuine and a valid mortgage can be created and said Mortgage would be enforceable
10. It is certified that the property is SARFAESI compliant.



In case of creation of Mortgage by Deposit of Title deeds, We certify that deposit of following Title deeds/ documents would create a valid and enforceable mortgage.

- (i) Original Agreement to lease of Lot cum Agreement for sale of Villa dated 31/12/2012 entered into between LAVASA CORPORATION LIMITED (Lavasa) AND Mrs. Rita Aggarwal and Mr. Satish Aggarwal (Customers) together with annexure thereto.
- (ii) Original Registration Receipt bearing No.297 under Document No. MLS2-294-2013 for Rs. 31,660/- issued by the Sub-Registrar Assurance, Mulshi-2, dated 11.01.2013.
- (iii) Original Index II Document issued by Sub-Registrar's Office at Mulshi in respect of Lease Agreement dated 11.01.2013.
- (iv) Original Payment Receipt/s.
- (v) Original NOC issued by said LAVASA CORPORATION LIMITED in Bank's favour.
- (vi) Copy of Approved Bldg. Plan
- (vii) Copy of Occupation Certificate.

There are no legal impediments for creation of Mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY/IES

All that piece of Lot of $\frac{1}{2}$ Acre of Downhill category bearing revised No.08 (earlier being Plot No. as per sanctioned lay out) adm. 2024 sq. mtrs. or thereabouts situated on Hilltop Street being part of Survey No. 102, Hissa No.1+3, 1/1, of Village Dasve, Taluka Mulshi, District Pune and the Villa adm. 390.15 sq. mtrs. (Built up area of 4,198 sq. ft.) or Carpet area of 3,053 sq. ft. within the Registration District Pune,

Place: Mumbai
Date: 12/02/2020



Signature of the Advocate

Encl : Search Report

Flow of Title

It is observed from the documents produced before us that, by notification dated 01/06/2001 issued by the Urban Development Departments, Govt., of Maharashtra the Govt., of Maharashtra has designed the lands in 18 Villages situated in Tal. Mulshi and Velhe, Dist., Pune as mentioned in all that piece of Lot of 1/5 Acre of West Lake Front Street Road/Street being part of Survey No. 102, Hissa No.1+3, 1/1, of Village Dasve, Taluka Mulshi, District Pune, Maharashtra "HILL STATION".

By Permission dated 27/06/2001 the Urban Development Department, Govt., of Maharashtra has granted to Lavasa in Principle Approval for the development of Hill Station in the aforesaid Villages declared as "HILL STATION".

Pursuant to the Order dated 05/12/2002 with the Corrigendum dated 11/12/2002 issued by Development Commissioner (Industries) Govt., of Maharashtra Lavasa has acquired lands in the Villages designated for Development as Hill Station in Tal. Mulshi and Velhe, Dist., Pune.

While Developing the Hill Station, Lavasa is required to comply with the Special Hill Station Regulations framed by the Govt., of Maharashtra as contained in its Notification dated 26/11/1986 and as may amended from time to time for development of Tourist Resorts / Holiday / Homes / Township in Hill type area

Realizing the need for regulating the Development of the integrated Hill Station Township project (hereinafter referred to as the said "Hill Station") in a planned manner, Lavasa has prepared certain rules in line with the Special Regulations by way of Guidelines (hereinafter referred to as the said "Guidelines") which are subject to amendments at any time and from time to time, the Guidelines being intended and meant for creating a sustainable eco - friendly and architecturally cohesive Development.

The conceptual planning of the Hill Station while envisaging a designated use for every lot as defined hereinafter also emphasizes on the tenement density requirements and a pre- determined, pre - designed, orderly and systematic development as intended by the said special regulations and the guideline

For creating a sustainable, eco - friendly and architecturally cohesive Development and also for undertaking implementing and executing a pre - determined, pre- designed orderly and systematic development as recited above Lavasa has decided to develop the Hill Station in accordance with its Township Development Scheme. The main features of this scheme as presently envisaged are as under :-

- To divided the Hill Station to be developed in accordance with the said Township Development Scheme into appropriate piece or plots of land called as "LOTS".



- To Prepare a lay – out showing only the lots to be used for different users such as residential, commercial, public, semi – public, hotel etc., with each Lot having been given an identified number, its dimensions and area and to have this Lay – Out sanctioned by the Collector of Pune, which is the “Sanctioned Lay – Out”.
- To prepare a revised version of the sanctioned lay – out, but now showing thereon footprints of the super structures of the proposed villas and bldgs. Thereon to be constructed and completed by Lavasa, which is the Revised Lay – out.
- To prepare in advance different designs of the Villas and to construct them in accordance with the Development Scheme of Lavasa.
- To grant Lease on long term basis of 999 years the aforesaid lots.
- To sell and transfer on outright basis the pre – designed Villas after they are fully constructed and developed on the Lots.
- The lease of the Lots and the sale of the Villas to be one integral transaction in order to control and maintain the pre – determined and pre – designed architecturally cohesive orderly and systematic Development.
- Lavasa to remain in full control of management and maintenance of the Hill Station including the various common amenities and facilities.
- Every customer to have the lease of the Lot and the sale of the Villa as one consolidated package.
- No customer to have any right, title, interest of any kind either in the Lot to be given on lease or in the Villa to be sold on outright basis unless and until the entire consolidated price comprising of lease premium for Lot and purchase price for the sale of Villa have all been paid in full and the Villa has been fully constructed and completed and unless and until lease of the Lot and the sale of the Villa has been legally completed in favour of the Customer by a Lease – Cum – Sale Deed duly stamped, executed and registered.

The proposed Hill Station includes the lands Adm. 2000 Hectares at Villages Dasve, Padalghar Bhoini Muhgaon Koloshi and Ugavali (hereinafter referred to as the said “Lands”) and Lavasa is developing the said lands as the First Phase of the Hill Station.

The Collector of Pune by his Order dated 31/08/2006 has sanctioned the lay out submitted by Lavasa in respect of the said Lands (hereinafter referred to as the said “Sanctioned Lay out”) showing only the Plots to be used for different users such as residential, commercial, public, semi – public, and hotels etc., with each plot having been given an identified number, its dimensions and area and the Collector has thus granted permission for the said lands to be developed as a Hill Station.



(Handwritten signature)

To implement its Township Development Scheme further, Lavasa has subsequently submitted a revised lay out i.e. a revised version of the sanctioned lay out now showing thereon footprints of the super structures of the proposed Villas and bldg., to be constructed and completed in accordance with the said Township Development Scheme and the same has been sanctioned by the Collector, Pune, by his Order dated 07/06/2008.

Under its Township Development Scheme, Lavasa proposes to grant on lease the aforesaid notionally divided piece of land termed as Lots for 999 years and to sell the Villas to the same prospective customers taking the lots on lease as one consolidated package.

To make on lease from Lavasa for a period of 999 years the Lot of 42 Acre of on Hilltop Street being Part of Survey No. 102, Hissa No.1+3, 1/1, of Village Dasve, Taluka Mulshi, District Pune, (hereinafter referred to as the said "Lot")

Lavasa has informed the Customer and the Customer has agreed that in Order to control and maintain the pre - determined, pre - designed orderly and systematic Development, management and maintenance of the Hill Station as intended by the said Special Regulations and in the interest of all customers, persons and parties occupying and using the Lots and Premises and structures in the Hill Station, it is extremely essential and the Customer understands and agrees to treat both the grant of the lease of the said Lot and sale and use of the said Premises as one integral transaction and in view thereof the customer with the intent to bind himself heirs, executors, administrators successors and permitted assigns and all those into whose hands the said Lot and the said Prmsies may come covenants with Lavasa that the Lessee of the said Lot and the Owner of the said Owner of the said Premises Shall at all times be one and the same Person and the Customer shall not at any time alienate the interest between the said Lot and the said Villa or dispose of them separately

It is observed from the documents produced before us that, by Notification No. TPS .1800/1004/CR-106/1/2000/UD/13 DATED 01/06/2001 issued by the Urban Development Department, Government of Maharashtra, the Government of Maharashtra has designated the lands (excluding forest lands) in 18 Villages situated in Taluka Mulshi and Velhe, District Pune.

By permission dated 27/06/2001, bearing No. TPS-1800/1004/CR-106-1/2000/UD-13, the Urban Development Department, Government of Maharashtra has granted to Lavasa in Principle Approval for the development of Hill Station in the aforesaid Villages declared as Hill Station.

Pursuant to the Order No. DI/Land/Permission/255/2002C-16983 dated 05/12/2002 read with the Corrigendum No. DI/Land/Permission/255/2002/C-17386 dated 11/12/2002 issued by the Development Commissioner (Industries), Government of Maharashtra, Lavasa has acquired land for development as Hill Station.

By An Agreement to lease of Lot cum Agreement for sale of Villa dated 31/12/2012 entered into between LAVASA CORPORATION LIMITED (Lavasa) AND Mrs. Rita Aggarwal and Mr. Satish Aggarwal (Customers) the Lavasa thereby had agreed to sell tot the Customers and the Customers thereby had agreed to Purchase all that piece of Lot of ½ Acre of Downhill category bearing revised No.08 (earlier being Plot No. as per sanctioned lay out) adm. 2024 sq. mtrs. or thereabouts situated on Hilltop Street



being part of Survey No. 102, Hissa No.1+3, 1/1, of Village Dasve, Taluka Mulshi, District Pune and the Villa adm. 390.15 sq. mtrs. (Built up area of 4,198 sq. ft.) or Carpet area of 3,053 sq. ft. (hereinafter referred to as the said Property) for the aggregate price of Rs. 1,89,70,000/- only and on the terms and conditions more particularly contained therein, duly registered under Registration No. MLS2-294-2013 on 11.01.2013 at office of Sub-Registrar, Mulshi-2



Signature of the Advocate

Place: Mumbai

Date: 12/02/2020



CHALLAN
MTR Form Number-6



GRN MH012014068201920E		BARCODE		Date 12/02/2020-19:08:49	Form ID
Department Inspector General Of Registration		Payer Details			
Search Fee		TAX ID (If Any)			
Type of Payment Other Items		PAN No.(If Applicable)			
Office Name MLS2_MULSHI 2 SUB REGISTRAR		Full Name		adv Laxman G Naik	
Location PUNE		Flat/Block No.		Downhill Category plot no 08	
Year 2019-2020 One Time		Premises/Building			
Account Head Details		Amount In Rs.		Road/Street	
0030072201 SEARCH FEE		750.00		vill Dasve tal Mulshi Dist-Pune	
				Area/Locality	
				S no 102	
				Town/City/District	
				PIN	
				Remarks (If Any)	
				search taken of 30 yrs 1991 to 2020 of Bunglow No. 8 Plot No. 08 first	
				Court St Mulshi Pune	
				Amount In	
				Seven Hundred Fifty Rupees Only	
Total		750.00		Words	
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN		Ref. No.	
Cheque/DD No.				00040572020021276289 IK0ALNQTO0	
Name of Bank		Bank Date		RBI Date	
				12/02/2020-19:24:09 Not Verified with RBI	
Name of Branch		Bank-Branch		STATE BANK OF INDIA	
		Scroll No. , Date		Not Verified with Scroll	

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 9892102040

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करतावयाच्या दस्त्यासाठी लागू नाही.



SEARCH REPORT**Schedule of Property :**

All that piece of Lot of ½ Acre of Downhill category bearing revised No.08 (earlier being Plot No. as per sanctioned lay out) adm. 2024 sq. mtrs. or thereabouts pre-prepared Design No.PK4 situated on Hilltop Street being part of Survey No. 102, Hissa No.1+3, 1/1, of Village Dasve, Taluka Mulshi, District Pune within the limits of Mulshi and in the Registration Dist. Pune and Sub-Registration Dist. Mulshi

NAME OF THE OWNERS : Mrs. Rita Aggarwal and Mr. Satish Aggarwal

Dear Sir,

As per your instructions, I have taken search in the Concerned Sub-Registrar Offices from 1991 to 2020 for 30 years and I have found following documents registered therein during the course of searches.

During the course of my searches the following details were found.

Sub-Registrar Office :**From 1991 To 2020 (30 years)****MANUAL & COMPUTER RECORD :**

1991	-	Some Index II Pages Torn
1992	-	Some Index II Pages Torn
1993	-	Some Index II Pages Torn
1994	-	Some Index II Pages Torn
1995	-	Some Index II Pages Torn
1996	-	Some Index II Pages Torn
1997	-	Some Index II Pages Torn
1998	-	Some Index II Pages Torn
1999	-	Some Index II Pages Torn
2000	-	Some Index II Pages Torn
2001	-	Some Index II Pages Torn
2002	-	Nil
2003	-	Nil
2004	-	Nil
2005	-	Nil
2006	-	Nil
2007	-	Nil
2008	-	Nil
2009	-	Nil
2010	-	Nil
2011	-	Nil
2012	-	Nil
2013		Transaction

1) Lease Deed MLS2-294-2013

11.01.2013

LAVASA CORPORATION LIMITED

To

Mrs. Rita Aggarwal and Mr. Satish Aggarwal



2014
2015
2016
2018
2019

Nil
Nil
Nil
Nil
Nil

Records are not made available

Place: Mumbai
Date: 12/02/2020



Signature of the Advocate

