



Corporate Office :
7, Community Centre, 2nd Floor,
East of Kailash, New Delhi-110065
Tel. : +91-11-49361200, 49361201
Fax : +91-11-26215405
website : www.agrimas.com
CIN : L99999MH1973PLC016649

AGRIMAS FOR AGRIFUTURE

AGRIMAS CHEMICALS LIMITED

January 29, 2015
The Bank Manager
State Bank of Mayor
Sushant Lok Branch
Gurgaon

Subject : Submission of Original Documents of Flat No. A-602 6TH Floor ,Neel's Lake View, New Panvel(W) , Navi Mumbai

Dear Sir

We are sending herewith the original documents of Flat No. A-602 6TH Floor ,Neel's Lake View,Wing – A Plot No. 20 ,Sector - 6 ,Khanda Colony ,New Panvel(W) , Navi Mumbai , District Raigarh- 410221 as per the detail given below :-

1. Agreement for Sale. ✓
2. Search Report by Advocate Avinash Y Narvekar. ✓
3. An earlier chain of documents for purchase of property. ✓
4. Power of Attorney ✓
5. Map –Typical Floor Plan. ✓
6. Share certificate.
7. Certificate of occupancy (photocopy).
8. NOC Certificate from society management for Mortgage of property (photocopy).

The above documents have to be kept as pledged your bank for additional Collateral security .

You are requested to acknowledge the receipt.

Thanking you

For Agrimas Chemicals Ltd.

(Authorised Signatory)



(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मई.

Gen 113 me

मूळ प्रत

[अहस्तांतरणीय]

ORIGINAL COPY

[NON TRANSFERABLE]

शेखर अर्ज

४७६/०७५

शासनास केलेल्या प्रदानाची पावती

RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place.....

हयपनवे

दिनांक/Date.....

०२/०७/०७५

यांच्याकडून/

Received from.....

को.सि. राधासेंगान्की

रु./Rs.....

७५०१

(रुपये/Rupees.....

आग्ने पंभास रूपये)

on account of.....

फर्ल २० ए ६०२, जिल्हा लेक विट्ट
को. भा. पा. हो. सा. वी.

याकरिता मिळाले.

रोखपाल व लेखापाल

(Cashier or Accountant.

०७/०७/०७५

हयपनवे

०२/०७/०७५

(३०४६)

(सही/Signature)

(पदनाम/Designation)

सह दुय्यम निबंधक वर्ग-३
पनवल क्र. ३

ये.का.मु. - ५०,८०० रु. (२०० पानी) - १-१-२०१२ - ३ पीएच. - (एच) ३०४

ल 4152370

U

C. R. Raisinghani
M.A., LL.B.

K. C. Raisinghani
B.Com., LL.B.

B. T. Gwalani
B.Com., LL.B.

R. K. Raisinghani
Bsc., LL.B.



C. R. Raisinghani & Associates

ADVOCATES & LEGAL CONSULTANTS

ADVOCATES HIGH COURT

OFFICE & CORRES. ADD. : 7 & 8, 1st Floor, Ratan Shopping Centre, Hira Marriage Hall, Near Gujrati School, Ulhasnagar - 421 002.

Tel : Off - 0251-2712082 Resi : 0251-2731686 Mob : 9890478189 E-mail : kamleshraisinghani@yahoo.co.in

REF.NO./CRR/AF/TCC/15

DATE:- 22/1/2015

To,
The Chief Manager,
State Bank of Mysore,
Sushant Lok Branch,
Central Point, 'A' Block,
Sushant Lok Phase-1,
Gurgaon,
Haryana-122002.

Dear Sir,

**TITLE INVESTIGATION REPORT IN RESPECT OF THE
PROPERTY OWNED BY MR. ANAND FREDRICK (GUARANTOR).**

Sub: Under your instructions and advise for preparing the Title Verification and Search report for the property "Flat No. A-602, On 6th Floor, Adm. Area 728.72 sq. fts. (Carpet Area), in the Building known as "NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD." (A Co-op Society duly registered under the provisions of Maharashtra Co-op Societies Act 1960 bearing regn. No. NBOM/CIDCO/HSG/(OH)/2410/JTR/2006-2007 Dt. 20/2/2007), at Sector-6, Khanda Colony, New Panvel (W), Navi Mumbai - 410206, Taluka Panvel, Dist. Raigad.", to be Mortgaged by MR. ANAND FREDRICK, for securing the financial assistance from State Bank of Mysore, Sushant Lok Branch, Haryana. I, Shri K. C. Raisinghani, the undersigned resident of Ulhasnagar having office at 7, First Floor, Ratan Shopping Centre, Hira Marriage Hall, Ulhasnagar-2, Telephone No. 0251-2712082, M- 9890478189 have to submit my report as under:-

ANNEXURE - B

SEARCH REPORT CUM TITLE CLEARANCE CERTIFICATE

1. a) Nae of the Branch/Business Unit/Office seeking opinion

Ans. State Bank of Mysore, Sushant Lok Branch, Haryana.

b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.

Ans. Nil.

c). Name of the Borrower.

Ans. AGRIMAS CHEMICALS LIMITED.

2. a) Name of the unit/concern / company/ person offering the property (ies) as security.

Ans. MR. ANAND FREDRICK.

...2/-



PAGE # 2

b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge.

Ans. Person.

c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)

Ans. Property is offered as a security by **MR. ANAND FREDRICK (GUARANTOR)**.

3. Complete or full description of the immovable property(ies) offered as security for creation of mortgage including following details.

- a) Survey No.
- b) Door No. (in case of house property)
- c) Extant / area including plinth / built up area in case of house property
- d) Locations like name of the place, village, city, registration, sub-district, etc. Boundaries.

Ans. "Flat No. A-602, On 6th Floor, Adm. Area 728.72 sq. fts. (Carpet Area), in the Building known as "NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD." (A Co-op Society duly registered under the provisions of Maharashtra Co-op Societies Act 1960 bearing regn. No. NBOM/CIDCO/HSG/(OH)/2410/JTR/2006-2007 Dt. 20/2/2007), at Sector-6, Khanda Colony, New Panvel (W), Navi Mumbai - 410206, Taluka Panvel, Dist. Raigad.", situated and constructed on land bearing 'Plot No.20, Sector-6, Admeasuring Area 5323.48 sq. mtrs., at New Panvel (W), Navi Mumbai, Taluka Panvel, Dist. Raigad, within the Registration District Raigad and Sub-Registration District of Panvel, State Maharashtra." The said property is bounded as follows:

NORTH : Plot No. 12A & Playground.

SOUTH : 11.00 Mtrs. Vide Road.

EAST : Plot No.19.

WEST : 20 Mtrs. Wide Road.

4a. Particulars of the documents scrutinized-serially and chronologically

4b. Nature of documents verified and as to whether they are originals or certified copies or registration extracts dully certified.

Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.

Ans. **The Following Copies of Documents are verified:**

- a. Possession Letter dated 10/3/2004 issued by **CIDCO** in favour of **M/s. EVERGREEN ASSOCIATES**, regarding handing over the possession of the said plot in their favour.



PAGE # 3

- b. Demarcation Plan dated 12/2/2004 issued by Asst. Lands & Survey Office, CIDCO Ltd., in respect of the abovesaid property.
- c. Agreement to Lease dated 10/3/2004 executed between **CIDCO (Corporation) and MR. VILAS MADANLAL KOTHARI & OTHERS Partners of M/s. EVERGREEN ASSOCIATES (Original Licensees)**, in respect of the abovesaid property.
- d. Deed of Confirmation dated 4/8/2004 executed between **CIDCO (Corporation) and M/s. EVERGREEN ASSOCIATES through its Partners MR. VILAS MADANLAL KOTHARI & OTHERS (Original Licensees)**, regarding confirmation of the agreement to lease dated 10/3/2004 executed between them, in respect of above said property. The said Deed of confirmation is duly registered with the office of sub registrar of assurance Panvel-1, bearing Registration No. 5670/2004 dated 5/8/2004.
- e. Development Permission issued by Additional Town Planning Officer, (Navi Mumbai & Khopta), CIDCO, bearing No. CIDCO/BP/ATPO/287 dated 19/3/2004, regarding grant of development permission for construction of building on the above said property.
- f. Building Commencement Certificate issued by Addl. Town Planning Officer, (Navi Mumbai & Khopta), CIDCO, vide their order No. CIDCO/ATPO/287 dated 19/3/2004, regarding construction work of building on the above said property.
- g. Search Report & Certificate of Title dated 2/4/2004 issued by A. Y. Narvekar, Advocate High Court, in respect of the abovesaid property.
- h. Power of Attorney dated 16/1/2003 executed by **M/s. EVERGREEN ASSOCIATES through its Partner MR. VILAS M. KOTHARI & OTHERS in favour of MR. PRASHANT K. THAKUR**, regarding registration of Agreement and other documents executed by them, in respect of above said property. The said Power of Attorney is duly registered with the office of sub registrar Uran (Panvel-2), bearing Registration No. 449/2003.
- i. Receipt dated 16/9/2005 issued by Proper Officer, Sub – Registrar, Panvel, for Rs.93,250/- in favour of **MR. ANAND FREDRICK**, for franking of stamps regarding registration of agreement in respect of the abovesaid flat.
- j. Agreement for Sale dated 16/9/2005 executed between **M/s. EVERGREEN ASSOCIATES through its Partner MR. VILAS M. KOTHARI through his C.A. MR. PRASHANT K. THAKUR (Builders) and MR. ANAND FREDRICK (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 7123/2005 dated 20/10/2005.

1

PAGE # 4

k. Receipt No. 7118 dated 20/10/2005 Bearing Registration No. PVL1-7123-2005 issued by office of the Sub-Registrar, Panvel-1, in favour of **MR. ANAND FREDRICK**, regarding registration of the agreement in respect of the above said flat.

l. Building Occupancy Certificate issued by Additional Town Planning Officer, (Navi Mumbai & Khopta), CIDCO, vide Permission No. CIDCO/BP/ATPO/302 dated 7/3/2006, regarding completion of the construction of the Building and occupancy of the same, on the said property.

m. Share Certificate bearing Sr. No. NLV-034 Distinctive No. 166 to 170 dated 7/1/2008 issued by **NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.** in favour of **MR. ANAND FREDRICK**, for being admitted as member of the above said society.

n. Maintenance Receipt dated 15/9/2014 issued by **NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.** in favour of **MR. ANAND FREDRICK**, in respect of the abovesaid flat.

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.],

Ans No

6. a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system ?,

Ans. No

b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard.,

Ans. No

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 ?,

Ans. No.

7. a) Property offered as security falls within the jurisdiction of which sub-registrar office?,

Ans. Office of Sub Registrar, Panvel-1.

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 / registrar - general. If so, please name all such offices ?,

Ans. No.

c) Whether search has been made at all the offices named at (b) above ?,

Ans. No.





PAGE # 5

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 in question.,

Ans. No.

8. Chain of the tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title / interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

Ans. **The flow of the title is as under :**

AND WHEREAS The City & Industrial Development Corporation of Maharashtra Limited hereinafter called "**the Corporation**" having its Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400021, is the New Town Development Planning Authority under the provisions of Sub-Section of 3(a) of Section 113 of Maharashtra Regional and Town Planning Act, 1966.

AND WHEREAS the state Government in pursuant to Section 113 (I) of the said Act acquired the land described therein and vesting such lands in the said corporation for development and of such piece of land so acquired by the state government and subsequently vested by the state government in the corporation of being leased to its intending lessees.

AND WHEREAS that by virtue of being the Development Authority the Corporation has been empowered under section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

AND WHEREAS by its Allotment Letter No. CIDCO/MM(II)/RESI/PNL/580 dated 21/10/2003 the Corporation was pleased to allot to the Builders **M/s. EVERGREEN ASSOCIATES** the plot bearing No. 20 in Sector 6 at New Panvel (W), Navi Mumbai containing by admeasurements an area of 5323.48 sq. mtrs.

AND WHEREAS after the payment of the lease premium, the Corporation entered into the Agreement to Lease dated 10/3/2004 with the Builders **M/s. EVERGREEN ASSOCIATES** for the lease of the said plot for 60 years for the purpose of constructing building/s on it for the residential use and handed over the possession of the said plot to the Builders **M/s. EVERGREEN ASSOCIATES**.

AND WHEREAS by virtue of the said Agreement to Lease dated 10/3/2004 the builders **M/s. EVERGREEN ASSOCIATES** are seized and possessed of and well and sufficiently entitled to the Plot No. 20 lying being and situated at Sector 6, New Panvel (W), Navi Mumbai.

...6/-



PAGE # 6

AND WHEREAS Deed of Confirmation dated 4/8/2004 is executed between **CIDCO (Corporation)** and **M/s. EVERGREEN ASSOCIATES through its Partners MR. VILAS MADANLAL KOTHARI & OTHERS (Original Licensees)**, regarding confirmation of the agreement to lease dated 10/3/2004 executed between them, in respect of above said property. The said Deed of confirmation is duly registered with the office of sub registrar of assurance Panvel-1, bearing Registration No. 5670/2004 dated 5/8/2004.

AND WHEREAS Development Permission is issued by Additional Town Planning Officer, (Navi Mumbai & Khopta), CIDCO, bearing No. CIDCO/BP/ATPO/287 dated 19/3/2004, regarding grant of development permission for construction of building on the above said property.

AND WHEREAS Building Commencement Certificate is issued by Addl. Town Planning Officer, (Navi Mumbai & Khopta), CIDCO, vide their order No. CIDCO/ATPO/287 dated 19/3/2004, regarding construction work of building on the above said property.

AND WHEREAS Agreement for Sale dated 16/9/2005 is executed between **M/s. EVERGREEN ASSOCIATES through its Partner MR. VILAS M. KOTHARI through his C.A. MR. PRASHANT K. THAKUR (Builders) and MR. ANAND FREDRICK (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 7123/2005 dated 20/10/2005.

AND WHEREAS Building Occupancy Certificate is issued by Additional Town Planning Officer, (Navi Mumbai & Khopta), CIDCO, vide Permission No. CIDCO/BP/ATPO/302 dated 7/3/2006, regarding completion of the construction of the Building and occupancy of the same, on the said property.

AND WHEREAS thereafter **NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.** was formed and registered under provisions of Maharashtra Co-op Societies Act 1960 bearing regn. No. NBOM/CIDCO/HSG/(OH)/2410/JTR/2006-2007 Dt. 20/2/2007.

AND WHEREAS thereafter, Share Certificate bearing Sr. No. NLV-034 Distinctive No. 166 to 170 dated 7/1/2008 is issued by **NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.** in favour of **MR. ANAND FREDRICK**, for being admitted as member of the above said society.

AND WHEREAS MR. ANAND FREDRICK is the absolute lawful owner of the above said property and member of the said society.

9. Nature of Title of the interest Mortgagor over the property [whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Govt. Grantee/ Allottee, etc.]

Ans. Absolute Owernship.

...7/-



PAGE # 7

CLAUSE NO. 10

10. If leasehold, whether.,

a) Lease Deed is duly stamped and registered.,

Ans The land is leased by CIDCO to M/s Evergreen Associates and the lease deeds are duly stamped and registered.

b) lessee is permitted to mortgage the leasehold right.,

Ans N.A

c) duration of the lease/unexpired period of lease.,

Ans Over 60 years

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.,

Ans N.A

e) Whether the leasehold rights permits for the creation of any superstructure [if applicable]?,

Ans Yes

f) Right to get renewal of the leasehold rights and nature thereof.,

Ans Yes

CLAUSE NO. 11 NOT APPLICABLE

11. If Govt. grant / allotment / Lease-cum/Sale Agreement, whether :,

Grant / agreement, etc. provides for alienable rights to the mortgagor with or without conditions.,

The mortgagor is competent to create charge on such property.,

Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.,

CLAUSE NO. 12 NOT APPLICABLE

12. If occupancy right, whether,

a) such right is heritable and transferable.,

b) Mortgage can be created,

CLAUSE NO. 13 NOT APPLICABLE

13. Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.,

CLAUSE NO. 14 NOT APPLICABLE

14. If the property has been transferred by way of Gift / Settlement Deed whether ,

a) The Gift / Settlement Deed is duly stamped and registered,;

b) The Gift / Settlement Deed has been attested by two witnesses,;

...8/-



PAGE # 8

- c) The Gift / Settlement Deed transfers the property to Donee;.
- 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.,
- e) Whether there is any restriction on the Donor in executing the gift / settlement deed in question.,
- f) Whether the Donee is in possession of the gifted property;.
- g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage. ,
- h) Any other aspect affecting the validity of the title passed through the gift / settlement deed.,

CLAUSE NO. 15 NOT APPLICABLE

- 15. a) In case of partition/family 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.,
- b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.,
- c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.,
- 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.,
- e) Whether any of the documents in question are executed in counterparts or in more than one set ? If so, additional precautions to be taken for avoiding multiple mortgages ?,

CLAUSE NO. 16 NOT APPLICABLE

- 16. Whether the title documents include any testamentary documents / wills ?,
 - a) In case of wills, whether the will is registered will or unregistered will ?,
 - b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court ?,
 - c) Whether the property is mutated on the basis of will ?,
 - d) Whether the original will is available ?,
 - e) Whether the original death certificate of the testator is available ?,
 - 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 reply on the will, availability of Mother / Original title deeds are to be explained.],

CLAUSE NO. 17 NOT APPLICABLE

- 17. a) Whether the property is subject o any wakf rights ?,
- b) Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties ?,
- c) Precautions / permissions, if any in respect of the above cases for creation of mortgage ?,



PAGE # 9

CLAUSE NO.18 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.,
b) Please also comment on any other aspect which may adversely affect the validity of security in such cases ?,

CLAUSE NO. 19 NOT APPLICABLE

19. a) Whether the property belongs to any trust or is subject to the rights of any trust ?,
b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?,
c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?,
d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.,

CLAUSE NO. 20 NOT APPLICABLE

20. a) If the property is Agricultural land, whether the local laws permits, mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.,

Ans N.A

- 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 ?,

Ans N.A

- c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.,

Ans. N. A.

CLAUSE NO. 21 NOT APPLICABLE

21. Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environment Clearance, etc.),

CLAUSE NO. 22

22. a) Whether the property is subject to any pending or proposed land acquisition proceedings ?,
b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.,

Ans. No.

CLAUSE NO. 23

23. a) Whether the property is involved in or subject matter of any litigation which is pending or concluded ?,
b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement ?,



11

PAGE # 10

c) Whether the title documents have any court seal / marking which points out any litigation / attachment / security to court in respect of the property in question ? In such case, please comment on such seal / marking.,

Ans. No.

CLAUSE NO. 24 NOT APPLICABLE

24. a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.,

b) Property belonging to partners, whether thrown on hotchpot ? Whether formalities for the same have been completed as per applicable laws ?,

c) Whether the person (s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.,

CLAUSE NO. 25 NOT APPLICABLE

25. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage / execution of documents. Registration of any prior charges with the Company Registrar (ROC), Articles of Association/ Provision for common seal, etc. ,

CLAUSE NO. 26 NOT APPLICABLE

26. In case of Societies, Association, the required authority / power to borrow and whether the mortgage can be created and the requisite resolutions, bye-laws.,

27. a) Whether any POA is involved in the chain of title ?,

Ans. No.

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 a registered document and hence it has created an interest in favour of the builder / developer and as such is irrevocable as per law.,

Ans No.

c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/ individual or Proprietary concerns in favour of their partners/ employees / authorized representatives to sign Flat Allotment Letters, NOCs, Agreements of sale, Sale Deeds, etc. in favour of buyers of flats / units (Builder's POA) or (ii) other type of POA (Common POA).,

Ans Yes the power of attorney is executed by the builders in favour of their authorised representatives and the same is duly registered and legally proper.

d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified /compared with the original POA.,

Ans Verified Copy of POA.

NOT APPLICABLE CLAUSE E TO H

e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.,

i. Whether the original POA is verified and the title investigation is done on the basis of original POA ?



PAGE # 11

- ii. Whether the POA is registered one ?
- iii. Whether the POA is a special or general one ?
- iv. Whether the POA contains a specific authority for execution of title documents in question.,
- 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?],
- g) Please comment on the genuineness of POA ?,
- h) The unequivocal opinion on the enforceability and validity of the POA ?,

CLAUSE NO. 28 NOT APPLICABLE

28. Whether 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.,

CLAUSE NO. 29

29. If the property is a flat / apartment or residential / commercial complex, check and comment on the following :

- a. Promoter's / Land owner's title to the land / building, b. Development Agreement / Power of Attorney, c. Extent of authority of the Developer/ Builder, d. Independent title verification of the land and/or building in question, e. Agreement for sale (duly registered), f. Payment of proper stamp duty, g. Requirement of registration of sale agreement, development agreement, POA, etc., h. Approval of building plan, permission of appropriate/ local authority, etc., i. Conveyance in favour of Society / Condominium concerned, j. Occupancy certificate / allotment letter / letter of possession; k. Membership details in the Society, etc., l. Share Certificates; m. No Objection letter from the society, n. All legal requirements under the local / Municipal laws, regarding ownership of flats / apartments/ building Regulation, Development Control Regulations, Co-operative Societies Laws, etc., o. Requirement for noting the Bank charges on the records of the Housing Society, if any, p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any, q. Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.,

Ans. The necessary papers and documents viz. Possession, Demarcation Plan, Lease Agreement, Deed of Confirmation, Building Commencement Certificate, Development Permission, Building Occupancy Certificate, Share Certificate, Agreement for Sale and Title of Land Owner have been verified. I have also verified and examined the copy of Agreement for Sale dated 16/9/2005 and other papers and documents of the property and the said Agreement for Sale dated 16/9/2005 is duly stamped and registered and hence they are legally proper as per the provisions of the law.

CLAUSE NO. 30 NOT APPLICABLE

30. Encumbrances, Attachments, and/or claims whether of Government, Central or State or Other Local authorities or Third Party claims, Liens etc., and details thereof.

...12/-



PAGE # 12

CLAUSE NO. 31 NOT APPLICABLE

31. The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.

32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?

Ans. N.A.

CLAUSE NO. 33 NOT APPLICABLE

33. a) Urban Land ceiling clearance, whether required and if so, details thereon.

b) Whether No Objection Certificate under the income tax act is required/obtained.,

CLAUSE NO. 34 NOT APPLICABLE

34. Details of RTC extracts/mutation extracts/Khata extracts pertaining to the property in question.

CLAUSE NO. 35 NOT APPLICABLE

35. Whether the name of mortgagor is reflected as owner in the revenue / Municipal/ village records ?,

CLAUSE NO. 36 NOT APPLICABLE

36. a. Whether the property offered as security is clearly demarcated ?

b. Whether the demarcation / partition of the property is legally valid ?

c. Whether the property has clear access as per documents.,

CLAUSE NO. 37 NOT APPLICABLE

37. Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed 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.

d. Other utility bills, if any.,

CLAUSE NO. 38

38. In respect of the boundaries of the property, whether there is a difference / discrepancy in 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 the same.,

Ans No.

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 in the title deeds.

Ans. No.



PAGE # 13

CLAUSE NO. 40

40. Any bar / restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty, etc.

Ans No.

41. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security ?,

Ans Yes

CLAUSE NO. 42 NOT APPLICABLE

42. In case of absence of original title, 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.,

CLAUSE NO. 43 NOT APPLICABLE

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.,

CLAUSE NO. 44 NOT APPLICABLE

44. Additional aspects relevant for investigation of title as per local laws.

45. Additional suggestions, if any to safeguard the interest of the Bank/ensuring the perfection of security.,

a. I have to certify that the bank should inspect the property and should follow the necessary banking procedures and norms before disbursement of the loan.

46. The specific persons who are required to create mortgage / to deposit documents creating mortgage.,

Ans. MR. ANAND FREDRICK (BORROWER).

Date: 22/1/2015.

Place: Ulhasnagar

{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE



...14/-



PAGE # 14

ANNEXURE-C
CERTIFICATE OF TITLE

I have examined the Copies of Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of equitable mortgage and I further certify that:

2. I have examined the Documents in details, 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/**Office of the Sub-Registrar, Panvel, for the period of 30 years from 1986 to 2015 vide Receipt which is enclosed herewith.** 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 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 / Doubts, 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 1986 to 2015 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all Encumbrances
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].
Ans N.A

CLAUSE NO. 7 NOT APPLICABLE

7. Minor/(s) and his/their interest in the property(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **MR. ANAND FREDRICK (BORROWER).**
9. I certify that **MR. ANAND FREDRICK (BORROWER)** has an absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.



PAGE # 15

10. In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of following Original Title Deeds/Documents would create a valid and enforceable mortgage, in favour of bank:

- a. Receipt dated 16/9/2005 issued by Proper Officer, Sub – Registrar, Panvel, for Rs.93,250/- in favour of **MR. ANAND FREDRICK**, for franking of stamps regarding registration of agreement in respect of the abovesaid flat.
- b. Agreement for Sale dated 16/9/2005 executed between **M/s. EVERGREEN ASSOCIATES** through its Partner **MR. VILAS M. KOTHARI** through his C.A. **MR. PRASHANT K. THAKUR (Builders)** and **MR. ANAND FREDRICK (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 7123/2005 dated 20/10/2005.
- c. Receipt No. 7118 dated 20/10/2005 Bearing Registration No. PVL1-7123-2005 issued by office of the Sub-Registrar, Panvel-1, in favour of **MR. ANAND FREDRICK**, regarding registration of the agreement in respect of the above said flat.
- d. Share Certificate bearing Sr. No. NLV-034 Distinctive No. 166 to 170 dated 7/1/2008 issued by **NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.** in favour of **MR. ANAND FREDRICK**, for being admitted as member of the above said society.
- e. No Objection Certificate issued by **NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.** regarding mortgage of the said flat by **MR. ANAND FREDRICK**, in favour of Bank.
- f. Copy of Occupancy Certificate.

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

...16/-




PAGE # 16

SCHEDULE OF PROPERTY

“Flat No. A-602, On 6th Floor, Adm. Area 728.72 sq. fts. (Carpet Area), in the Building known as “NEEL’S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.” (A Co-op Society duly registered under the provisions of Maharashtra Co-op Societies Act 1960 bearing regn. No. NBOM/CIDCO/HSG/(OH)/2410/JTR/2006-2007 Dt. 20/2/2007), at Sector-6, Khanda Colony, New Panvel (W), Navi Mumbai - 410206, Taluka Panvel, Dist. Raigad.”, situated and constructed on land bearing ‘Plot No.20, Sector-6, Admeasuring Area 5323.48 sq. mtrs., at New Panvel (W), Navi Mumbai, Taluka Panvel, Dist. Raigad, within the Registration District Raigad and Sub-Registration District of Panvel, State Maharashtra.”

Signed under my hand and seal this 22nd Day of January, 2015.


{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK’S ADVOCATE





Date: 22/1/2015

SEARCH REPORT

I have taken search in the **Office of the Sub-Registrar, Panvel**, for the period of 30 years from 1986 to 2015 vide Receipt, which is enclosed herewith, in respect of the above said property. I have verified and examined the necessary Index-II Records and Inspection Books and I have carried out the detailed necessary Search and I have not come across any adverse entry pertaining to the above said property which may affect the TITLE of the above said property and the year wise search report is as under :-

2. The search conducted has revealed the following entries :-

Year	Transaction
1986	Nil
1987	Nil
1988	Nil
1989	Nil
1990	Nil
1991	Nil
1992	Nil
1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Entry

a. Power of Attorney dated 16/1/2003 executed by **M/s. EVERGREEN ASSOCIATES through its Partner MR. VILAS M. KOTHARI & OTHERS in favour of MR. PRASHANT K. THAKUR**, regarding registration of Agreement and other documents executed by them, in respect of above said property. The said Power of Attorney is duly registered with the office of sub registrar Uran (Panvel-2), bearing Registration No. 449/2003.

2004 Entry

a. Deed of Confirmation dated 4/8/2004 executed between **CIDCO (Corporation) and M/s. EVERGREEN ASSOCIATES through its Partners MR. VILAS MADANLAL KOTHARI & OTHERS (Original Licensees)**, regarding confirmation of the agreement to lease dated 10/3/2004 executed between them, in respect of above said property. The said Deed of confirmation is duly registered with the office of sub registrar of assurance Panvel-1, bearing Registration No. 5670/2004 dated 5/8/2004.




PAGE # 2

2005 Entry

a. Agreement for Sale dated 16/9/2005 executed between M/s. **EVERGREEN ASSOCIATES** through its Partner **MR. VILAS M. KOTHARI** through his C.A. **MR. PRASHANT K. THAKUR (Builders)** and **MR. ANAND FREDRICK (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 7123/2005 dated 20/10/2005.

2006	Nil
2007	Nil
2008	Nil
2009	Nil
2010	Nil
2011	Nil
2012	Nil
2013	Nil
2014	Whole Record not ready/available
2015	Record Not Ready

Signed under my hand and seal this 22nd Day of January, 2015.


{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE



TITLE INVESTIGATION REPORT (TIR)

BANK NAME : STATE BANK OF INDIA
BRANCH : Regional Business Office 2,
Gurgaon, Haryana
CLIENT NAME : M/s. Agrimas Chemicals Limited
REF. NO. : SBI/November 17/09
DATE : 27th November 2017

MR. ROHIT G. DESHPANDE

B.COM, LL.M, D.LL, D.LL & L.W, D.C.L, C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21, 4th Floor, 'AASMI TOWER', CTS.No.110/15, Plot No.790,
Canara Bank Lane, Opp. SSPMS,
Near District & Sessions Court,
Shivaji Nagar, Pune - 411005.

Mob. No. 99231 95737, 73503 55531.

Tel. 020 60702233, 25512326

E Mail : rohit_deshpande777@yahoo.co.in



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.F.L. & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005
Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID** : rohit_deshpande777@yahoo.co.in

Annexure - B**TITLE INVESTIGATION REPORT (TIR)**

1.	a. Name of the Branch/ Business Unit/Office seeking opinion.	The Branch Manager, State Bank of India, Regional Business Office 2, Gurgaon, Haryana.	
	b. Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Verbal	
	c. Name of the Borrower.	M/s. Agrimas Chemicals Limited	
2.	a. Name of the unit/concern/ company/person offering the property/ (ies) as security.	Mr. Anand P. Fredrick	
	b. Constitution of the unit / concern / person / body / authority offering. The property for creation of charge.	Mr. Anand P. Fredrick	
	c. State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Guarantor.	
3.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable / registered mortgage.	All the piece and parcel of property bearing Flat No. A-602 on the Sixth Floor in the Building known as " NEEL'S LAKE VIEW CO-PERATIVE HOUSING SOCIETY LTD. " admeasuring Carpet area 81.00 Sq. mtrs. i.e. 728.72 sq. ft. constructed on Plot No.20, Sector-06 situated at village New Panvel (W), Taluka Panvel, District Raigad and within the limits of Municipal Corporation of Raigad.	
	i) Survey No.	Plot No.20, Sector-06	
	ii) Door No.(in case of house property)	Flat No. A-602	
	iii) Extent / area including plinth / built up area in case of house property	Carpet area admeasuring 81.00 Sq. mtrs. i.e. 728.72 sq. ft.	
	iv) Locations like name of the place, village, City, registration, sub- district etc.	Village New Panvel (W, Taluka Panvel, District Raigad	
	v) Boundaries	Boundaries not provided.	
4.	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.	Mentioned below	
No.	Date of Document	Name Of Parties & Description Of Document	Original / Certified Photocopy / True Copy
	05/08/2004	Deed of Confirmation executed between CIDCO (Corporation) confirmed in favour of M/s. Evergreen Associates through its partner Mr. Vilas Madanlal Kothari and others by registered in the office of Sub Registrar Sub Registrar of Assurances, Panvel-1 at Serial No.5670/2004 on 05/08/2004.	Photo Copy
2)	20/10/2005	Agreement for Sale executed between M/s. Evergreen	Photo Copy



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

		Associates through its partner Mr. Vilas Madanlal Kothari through his C. A. Mr. Prakash K. Thakur (The Builder) sold in favour of Mr. Anand P. Fredrick (Purchaser) by registered in the office of Sub Registrar of Assurances, Panvel-1 at Serial No.7123/2005 on 20/10/2005.	
3)	20/02/2007	Society Registration Certificate No. NBOM/CIDCO/HSG(OH)/2410/JTR/2006-2007.	Photo Copy
4)	19/03/2004	Commencement Certificate no. CIDCO/BP/ATPO/287	Photo Copy
5)	07/01/2008	Share Certificate No. NLV-034 on 07.01.2008	Photo Copy
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?		No
6.	a. Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes www.igrmaharashtra.gov.in	
	b. If such online/computer records are available, whether any verification or cross checking are made and the comments/Findings in this regard.	Yes	No Adverse entry found
	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?	No	
7.	a. Property offered as security falls within the jurisdiction of which Sub-Registrar office?	Sub-Reg. Panvel-1, Pune.	
	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/ registrar-general. If so, please name all such offices?	Sub- Panvel-1, Pune.	
	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 in question?	No	
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.		As mentioned herein below.

History of passing title:

On perusal of document and papers received from the client, it informs as follows:

On perusal of document, it appears that land bearing Plot No.41, Sector-10 measuring 2376.56 sq. mtrs. situated at Village Khanda Colony, New Panvel (W), Taluka Panvel, District New Mumbai was possessed and Seized by the City and



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

Industrial Development Corporation of Maharashtra Limited herein after called "The Corporation" is the Town Development Planning Authority under the provision of Sub Section 3(a) of section 113 of Maharashtra Regional and Town Planning Act.

On perusal of document, it appears that the State Government has acquired lands within the designated area of New Panvel and vested the same in the corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act.

On perusal of document, it appears that the Development Authority the Corporation has been empowered under section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

On perusal of document, it appears that allotment Letter No.CIDCO/MM(II)/RESI/PNL/580 dated 21/10/2003 was allotted to the Builders M/s. Evergreen Associates by the Corporation.

Agreement to Lease:

On perusal of document, it appears that the CIDCO Ltd. leased the said plot for 60 years for the constructing building/s on it for the residential use in favour of M/s. Evergreen Associates (Builder/s) by Agreement to Lease dated 10/03/2004. Accordingly M/s. Evergreen Associates seized and possessed the said plot.

Deed of Confirmation:

On perusal of document, it appears that CIDCO (Corporation) confirmed the agreement to lease dated 10/03/2004 in favour of M/s. Evergreen Associates through its partner Mr. Vilas Madanlal Kothari and others by registered in the Office of Sub Registrar Sub Registrar of Assurances, Panvel-1 at Serial No.5670/2004 on 05/08/2004.



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

Agreement for Sale:

On perusal of document, it appears that M/s. Evergreen Associates through its partner Mr. Vilas Madanlal Kothari through his C. A. Mr. Prakash K. Thakur (The Builder) sold the said Flat No.A-602 on the ground floor in the building known as "NEEL LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD" in favour of Mr. Anand P. Fredrick (Purchaser) by Agreement for Sale registered in the office of Sub Registrar of Assurances, Panvel-1 at Serial No.7123/2005 on 20/10/2005.

Society Registration Certificate:

On perusal of Society Registration Certificate, it appears that the Society formed by name & style of "NEEL LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD.", (Hereinafter referred as 'the said Society'). The said Society registered under the provisions of Maharashtra Co-op Housing Societies Act 1960, bearing registration No. NBOM/CIDCO/HSG(OH)/2410/JTR/2006-2007 dated 20/02/2007.

Share Certificate:

On Perusal of Share Certificate, it appears that Mr. Anand P. Fredrick became the member of the said Society. After that the said society has issued Share Certificate No. NLV-034 on 07.01.2008 on the name of Mr. Anand P. Fredrick & allotted membership by granting 5 shares of Rs. 50/- each bearing no. 166 to 170.

Loan:

It appears that, Mr. Anand P. Fredrick had availed loan from State Bank of Mysore.

Commencement certificates:

On perusal of commencement certificates, it appears that the M/s. Evergreen Associates had obtained permission of construction along with the plan sanctioned by Additional Town Planner. After that the said M/s. Evergreen Associates has commenced construction on the said land in accordance with amended commencement certificate no. CIDCO/BP/ATPO/287 dated 19/03/2004.



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.I.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS, Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

That, Inspector General of Registration, Maharashtra as started centralized registration system from November 2005 and registration of document is started in both the Registration Offices at Haveli, Pune. All offices are not connected with each other through LAN. I have taken search in the office of Sub Registrar, Haveli Pune. In the said Office, the registers of Index II were found in poor condition as some registers were not available and this search report and Title verification is given on the basis of documents which are mentioned in the list of documents, which are made available before me.

Thus **Mr. Anand P. Fredrick** have legal rights and ownership of the said captioned properties and also got a valid, clear, absolute & marketable title over the said captioned property, Except the charges of State Bank of Mysore.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Lease hold Rights, Occupancy / Possessory Rights or Inam Holder of Govt. Grantee / Allottee tec.)	Ownership Rights.
10.	If leasehold, whether;	
	a. lease Deed is duly stamped and registered	NA
	b. lessee is permitted to mortgage the Leasehold right,	NA
	c. duration of the Lease/unexpired period of lease,	NA
	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.	NA
	e. Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f. Right to get renewal of the leasehold rights and nature thereof.	NA
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	NA
	Grant/Agreement, etc. provides for alienable rights to the mortgagor with or without conditions.	NA
	The mortgagor is competent to create charge on such property,	NA
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	NA
12.	If occupancy right, whether;	NA
	a. Such right is heritable and transferable,	NA
	b. Mortgage can be created.	NA
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	NA
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	NA
	a. The Gift/Settlement Deed is duly stamped and registered;	NA
	b. The Gift/Settlement Deed has been attested by two witnesses;	NA
	c. The Gift/Settlement Deed transfers the property to Donee;	NA



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

**Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005**

Phone : 020 60702233 Cell No.: 99231 95737,73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

	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;	NA
	e. Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	NA
	f. Whether the Donee is in possession of the gifted property;	NA
	g. Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	NA
	h. Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
15.	In case of partition/family settlement deeds, whether the a. Original deed is available for deposit if not the modality/procedure to be followed to create to be followed to create a valid and enforceable mortgage. b. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. c. Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. 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. e. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	NA
16.	Whether the title documents include any testamentary Documents /wills? b. Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? c. Whether the property is mutated on the basis of will? d. Whether the original will is available? e. Whether the original death certificate of the testator is available? 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.)	NA NA NA NA NA NA
17.	a. Whether the property is subject to any wakf rights? b. Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? c. Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA NA NA
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. b. Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA NA
19.	a. Whether the property belongs to any trust or is subject to the rights of any trust? b. Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? c. If so additional precautions/permissions to be obtained for creation of valid d. Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA NA NA NA
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.	NA



Rohit G. Deshpande

B.COM, LL.M, D.T.I., D.I.I. & L.W., D.C.I., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS, Near District & Sessions Court, Shivajinagar, Pune-411005

Phone : 020 60702233 Cell No.: 99231 95737,73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

	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	NA
	c. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	NA
21.	Whether the property is affected by 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.)	NA
22.	a. Whether the property is subject to any pending or proposed land acquisition proceedings?	NA
	b. Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	NA
23.	a. Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NA
	b. If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA
	c. Whether the title documents have any court seal/marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	NA
24.	a. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	NA
	b. Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	NA
	c. Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	NA
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	Yes, Board Resolution Required with power of concern Directors
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	NA
27.	Whether any POA is involved in the chain of title?	No
	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 a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No
	a. In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	No
	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	NA
	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	NA
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	NA
	ii. Whether the POA is a registered one?	
	iii. Whether the POA is a special or general one?	
	iv. Whether the POA contains a specific authority for execution of title document in question?	
	b. 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?)	NA
	c. Please comment on the genuineness of POA?	NA



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, C.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS, Near District & Sessions Court, ShivajiNagar, Pune-411005
Phone : 020 60702233 Cell No.: 99231 95737, 73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

	d. The unequivocal opinion on the enforceability and validity of the POA?	NA
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the ext powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed. ent 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.	NA
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a. Promoter's/Land owner's title to the land/ building; b. Development Agreement/Power of Attorney; c. Extent of authority of the Developer/builder; d. Independent title verification of the Land and/or building in question; e. Agreement for sale (duly registered); f. Payment of proper stamp duty; g. Requirement of registration of sale agreement, development agreement, POA, etc.; h. Approval of building plan, permission of appropriate/local authority, etc.; i. Conveyance in favour of Society/Condominium concerned; j. Occupancy Certificate/allotment letter/letter of possession; k. Membership details in the Society etc.; l. Share Certificates; m. No Objection Letter from the Society; n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; o. Requirements, for noting the Bank charges on the records of the Housing Society, if any; p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. q. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	a. Yes b. No c. Yes d. No e. Yes f. Yes g. Yes h. Yes i. Yes j. No k. No l. Yes m. No n. No o. No p. No q. Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No, Except present loan of State Bank of Mysore.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 years. The said Property is free from any charge, encumbrances, except present loan of SBI (Search Receipt bearing No. 1111265531, Challan No. MH007594582201718E dated 25.11.2017 issued by PND1 JT DISTT REGISTRAR PUNE URBAN)
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA
33.	a. Urban land ceiling clearance, whether required and if so, details thereon. b. Whether No Objection Certificate under the Income Tax Act is required/ obtained.	NA
34.	Details of RTC extracts /mutation extracts/Katha extracts Pertaining to the property in question.	NA
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	a. Whether the property offered as security is clearly demarcated? b. Whether the demarcation/partition of the property is legally valid? c. Whether the property has clear access as per documents?	Yes As per Document Shown
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed 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; d. Other utility bills, if any.	Not Provided.



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 Cell No.: 99231 95737,73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in 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 the same.	No
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 in 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.)	Valuation Report not provided
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title 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.	As originals title-deeds are in custody of Borrower
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.	NA
44.	Additional aspects relevant for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Completion Certificate
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Anand P. Fredrick

Date: 27.11.2017

Place: Pune

R. G. Deshpande

Signature of the Advocate



ROHIT G. DESHPANDE
ADVOCATE

Office: F - 402, "AASMI TOWERS", CTS. 110/15,
Plot No. 790, Opp. SSPMS, Canara Bank Lane,
Near District Court, Shivaji Nagar, Pune-411 005.
Mob. 9923195737 / 7350355531

Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 Cell No.: 99231 95737,73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

Annexure – CCERTIFICATE 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 **Registered 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 Mortgage** is created, it will satisfy the requirements of creation of **Registered Mortgage** and I further certify that:

1. 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.
2. 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.
3. 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.
4. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1988 to 2017 pertaining to the Immoveable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. **Except the charges of State Bank of Mysore**

The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, I certify that **Mr. Anand P. Fredrick** has / have an absolute, clear and Marketable title over the Schedule property/ (ies).

I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

7. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:
 - a. An Original Copy of Deed of Confirmation executed between CIDCO (Corporation) confirmed in favour of M/s. Evergreen Associates through its partner Mr. Vilas Madanlal Kothari and others by



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

**Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005**

Phone : 020 60702233 Cell No.: 99231 95737, 73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

registered in the office of Sub Registrar Sub Registrar of Assurances, Panvel-1 at Serial No.5670/2004 on 05/08/2004.

- b. An Original Copy of Agreement for Sale executed between M/s. Evergreen Associates through its partner Mr. Vilas Madanlal Kothari through his C. A. Mr. Prakash K. Thakur (The Builder) sold in favour of Mr. Anand P. Fredrick (Purchaser) by registered in the office of Sub Registrar of Assurances, Panvel-1 at Serial No.7123/2005 on 20/10/2005.
 - c. Original copy of NOC from the Builder/Developer.
 - d. Original copy of NOC from State Bank of Mysore.
 - e. Blue Print of Sanctioned Layout Plan with Architect Seal and Sign.
 - f. Original Possession Receipt and Letter.
 - g. Original Copy of Property Tax paid receipt.
 - h. Charge should be registered with appropriate authority.
8. There are no legal impediments for creation of the mortgage under any applicable law/ rule in force.

Schedule I**(Description of Flat)**

All the piece and parcel of property bearing **Flat No. A-602** on the **Sixth Floor** in the Building known as **"NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LTD."** admeasuring Carpet area **81.00 Sq. mtrs. i.e. 728.72 sq. ft.** constructed on **Plot No.20, Sector-06** situated at village **New Panvel (W), Taluka Panvel, District Raigad** and within the limits of **Municipal Corporation of Raigad**.

Boundaries not provided.

(Referred as "the said Captioned Property")

Place : Pune

Date : 27.11.2017



Signature of Advocate



ROHIT G. DESHPANDE
ADVOCATE

Office.: F - 402. "AASMI TOWERS", CTS. 110/15,
Plot No. 790, Opp. SSPMS, Canara Bank Lane,
Near District Court, Shivaji Nagar, Pune-411 005.
Mob. 9923195737 / 7350355531

11/25/2017


eSearch

MH007594582201718E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
25 Nov 2017	Receipt	Receipt no.: 1111265531
Name of the Applicant : ROHIT GANGADHAR DESHPANDE		
Details of property of which document has to be searched :		Dist :Raigarh Village :New Panvel S.No/CTS No/G.No. : 6
Period of search :		From :2002 To :2017
Received Fee :		400
The above mentioned Search fee has been credited to government vide GRN no :MH007594582201718E		
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 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		





CHALLAN
MTR Form Number-6

GRN MH007594582201718E		BARCODE 		Date 25/11/2017-16:56:04		Form ID	
Department Inspector General Of Registration				Payer Details			
Search Fee				TAX ID (If Any)		408247485	
Type of Payment Other Items				PAN No.(If Applicable)			
Office Name PND1_JT DISTT REGISTRAR PUNE URBAN				Full Name		ROHIT GANGADHAR DESHPANDE	
Location PUNE							
Year 2017-2018 One Time				Flat/Block No.			
Account Head Details			Amount In Rs.	Premises/Building			
0030072201 SEARCH FEE			750.00	Road/Street			
				Area/Locality			
				Town/City/District			
				PIN		<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
				Remarks (If Any)			
Total			750.00	Amount In	Seven Hundred Fifty Rupees Only		
				Words			
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	00040572017112518165 IK00JMBNO0	
Cheque/DD No.				Bank Date	RBI Date	25/11/2017-04:57:31 27/11/2017	
Name of Bank				Bank-Branch		STATE BANK OF INDIA	
Name of Branch				Scroll No. , Date		330 , 27/11/2017	

Mobile No. : Not Available

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

नोट:- This challan is valid for reason mentioned in type of payment only. Not valid for other reasons or unauthorised document सदर चलन 'टाइप ऑफ पेमेंट' मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.

Signature Not
Verified

Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 01
Date: 2017.12.11

Challan Deface

11:58:21 IST
Remarks: Secure
Document
Location: India

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
	Reason: Secure Document Location: India	0004229545201718	25/11/2017-17:17:31	IGR002	400.00
		0004229628201718	25/11/2017-17:28:42	IGR002	300.00
Total Defacement Amount					700.00





STATE BANK OF MYSORE
Sushant Lok Branch
Gurgaon

Annexure E

Name of the borrower : M/s. Agrimas Chemicals Ltd

Name of the Advocate submitted the TIR: Shri K C Raisinghani

Number & Date of TIR : CRR/AF/TCC/15 dated 22.01.2015

Short description of the property covered by TIR: Flat No .A-602,6th Floor, in the building Neel's Lake View Cooperative Housing Society Ltd" situated at Sector 6,Khanda Colony ,New Panvel(W),Navi Mumbai-410206

S.No Details Y/ N

S.No	Details	Y/ N
1	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3	Whether the TIR by the advocate is unconditional?	Y
4	If the TIR has any conditions, whether the same are complied with?	Y
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Y
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Y



8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	N
9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	N
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Y

11	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents ,convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Y
12	Whether the TIR reveals involvement of any gift deed,PoA, or other circumstances attracting special precautions?	N
13	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR	Y
14	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Y
15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Yes the documents as mentioned by the lawyer are obtained
16	In respect of loans of Rs.1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b)Whether satisfactory search report (TIR) is obtained from two panel advocates?	Yes and search has been made for a period of 30 years (b) Yes
17	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	No



18	<p>(a) Findings, if any in respect of the property offered as the security in the valuation report?</p> <p>(b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?</p>	<p>(a). No Adverse Remarks Reported in the Valuation Report</p> <p>(b) No inconsistency Found</p>
----	---	---

	Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		 <p>प्रबन्धक/Manager सुशांत लोक शाखा, गुरुगौव/Sushant Lok Br., Gurgaon</p>
Name	Sourabh Bakshi	Abhishek Sinha
Designation	Assitant Manager	Branch Manager
Branch/Unit	Sushant Lok, Gurgaon	Sushant Lok, Gurgaon
Date of scrutiny	28/03/2017	28/03/2017





Thursday, October 20, 2005

2:53:18 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 7118

गावाचे नाव नविन पनवेल (नगर पालिका हद्द) दिनांक 20/10/2005

दस्तऐवजाचा अनुक्रमांक पवल1 - 07123 - 2005

दस्ता ऐवजाचा प्रकार करारनामा
करारनामा

सादर करणाराचे नाव:आनंद फ्रेडीक - -

नोंदणी फी	:	18250.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	:	720.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (36)	:	
एकूण	रु.	18970.00

आपणास हा दस्त अंदाजे 3:08PM ह्या वेळेस मिळेल

(*[Signature]*)
दुय्यम निबंधक, पनवेल-१ (वर्ग-२)

बाजार मूल्य: 953266 रु. मोबदला: 1825000 रु.
भरलेले मुद्रांक शुल्क: 93250 रु.

दस्तऐवज परत दिला
[Signature]
लिपिक
दुय्यम निबंधक,
मुळ दस्तऐवज परत मिळाला
पक्षकागची सही

Share Certificate No. NLV- 034 Member's Reg. No.034

No. of Shares-5

SHARE CERTIFICATE

(Authorized Share Capital of Rs.250/- Divided into 5 (Five) shares of Rs.50/- each)

NEEL'S CO-OPERATIVE HOUSING SOCIETY LIMITED (Registered under
Maharashtra Co-Operative Societies Act, 1960)

Registration:-No.N.B.O.M./CIDCO/HSG (OH)/2410/JTR/2006-07 Date:-20-02-2006

This is to certified that Mr. ANAND FREDRICK is registered holder of
FIVE fully paid up shares of Rs. FIFTY each numbered from 166 to 170 both inclusive,
in NEEL'S LAKE VIEW CO-OPERATIVE HOUSING SOCIETY LIMITED, Sector-06,
Plot No.20, Khanda Colony, New Panvel(West), Pin Code 410-210 subject to the By-
laws of the said society.

Given under the common seal of the said society on Monday, January 07, 2008.



[Signature]
Authorised
M.C.Member

[Signature]
Secretary

[Signature]
Chairman

NEEL'S LAKE VIEW CO-OP. HOUSING SOCIETY LIMITED

Reg. No. N.B.O.M./CIDCO/HSG (OH)/2410/JTR/2006-07

Sector-06, Plot-20, Khanda Colony, New Panvel (West), Pin Code 410-206

Ref:-NLV/CHS/NOC/20014-15/005

Date:-13.12.2014

To,

IDBI Bank,
Bandra Branch,
Mumbai.

Sub:- NOC For Flat No. A-602

We Neel's Lake View Co. Op. Housing Society Ltd. hereby certify that Flat No. 602 in A wing situated at Pl. No.-20, sec-6, Khanda Colony, New Panvel (W) belongs to Mr. Anand Fredrick.

That title to the said land and building is clear, marketable and free from all encumbrances and doubts. Application of conveyance deed is completed. We confirm that we have no objection whatsoever to Mr. Anand Fredrick mortgaging the flat to IDBI BANK as security for the amount advanced by the bank.

We have not borrowed for any financial institution for purchase of the land or construction of the building and have not created and will not create any encumbrances on flat allotted to him during currency of the loan sanctioned by the Bank to him.

We are agreeable to accept The IDBI BANK as a nominee for the flat allotted to Mr. Anand Fredrick and once the nomination favoring the Bank has been registered. We note for to change the same without the written consent of the Bank.



Yours Faithfully

(Ajit Upare)

Secretary

CIDCO**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED****REGD. OFFICE :**NIRMAL, 2nd Floor, Nariman Point,
Mumbai - 400 021.PHONE : (Reception) 00-91-22-5650 0900
00-91-22-5650 0928

FAX : 00-91-22-2202 2509 / 5650 0933

HEAD OFFICE :CIDCO Bhavan, CBD-Belapur,
Navi Mumbai - 400 614.

PHONE : 00-91-22-5591 8100

FAX : 00-91-22-5591 8166

Ref. No.

REF NO: CIDCO/BPI/ATPOI

/ 302

Date :

7/3/2006

OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building [BUA=5230.428 Sq.mtrs (No. of Units R-122)] on Plot no.20, Sector-06 at New Panvel (W) of Navi Mumbai completed under the supervision of M/s Designo has been inspected on 30/12/2005 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 19/03/2004 and that the development is fit for the use for which it has been carried out.


(N.S. Swami) 7/3/06

ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta

नोंदणी व मुद्रांक विभाग
दुय्यम निबंधक कार्यालय, पनवेल.

शासनास कोलेट्या प्रदानाची

पावती क्र. २८६५

श्री आनंद फेडरिदि. १६/०९/०५
हस्त मेगेश खेमदगाववांचेकडून र. ८३२५०२अक्षरी २५००१४ हजार दोनशे

फोंकिंग कारिता रोख / चलना द्वारे मिळाले.

अर्ज क्र. :

चलन क्र. : ४६

दिनांक : १६/०९/२००५

PROPER OFFICER

Sub Registrar, Panvel,
Dist. Raigad

प व ल	
८९२३	२००५
९ / ३९	

AGREEMENT FOR SALE

THIS AGREEMENT made at Navi Mumbai this 16th day of September 2005 BETWEEN M/S. EVERGREEN ASSOCIATES, a partnership firm having its office at Plot No. 21, N.P.M., Sec-19, New Panvel, NAVI MUMBAI hereinafter called "The Builders" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors for the time being of the said concern and assign) of the ONE PART AND

Mr. Anand Frederick
Nar Pooja Apartment, Flat No. 11, Penny Cross
Road, Bandra (W), Mumbai - 50

hereinafter called "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof deemed to include its successors and assigns) of the OTHER PART.



OFFICE OF THE SUB-REGISTRAR
PANVEL, DIST. - RAIGAD
MAH/CRA/08/YEAR - 2000

भारत ००१५ SPECIAL
152710 ADDRESS SEP 16 2005
R. 0093250 PB 0006
INDIA STAMP DUTY MAHARASHTRA

२८६५
पावती क्र. २८६५
दि. १६/०९/२००५
SBI पनवेल चलन क्र. ४६
अर्ज क्र. : ४६
चलन क्र. : ४६
दिनांक : १६/०९/२००५
वांचेकडून र. ८३२५०२
अक्षरी २५००१४ हजार दोनशे
फोंकिंग कारिता रोख / चलना द्वारे मिळाले.
अर्ज क्र. :
चलन क्र. : ४६
दिनांक : १६/०९/२००५

PROPER OFFICER
Sub Registrar Panvel,
Dist. Raigad.

WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. is a Government Company within the meaning of the Companies Act 1956 (hereinafter referred to as " The Corporation ") having its registered office at Nirmal, 2nd Floor, Nariman Point, Bombay - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub Sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) (hereinafter referred to as "the said Act").

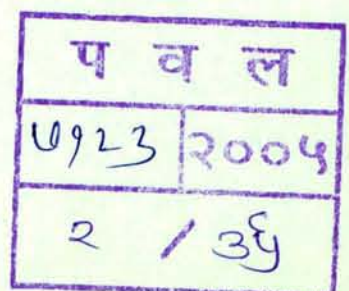
AND WHEREAS the Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an order duly made in that behalf as per the provisions of Sec. 113 of the said Act.

AND WHEREAS by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it / or vested into it in accordance with the proposal approved by the State Government under the said Act.

AND WHEREAS by it's Allotment Letter No. CIDCO/MM (II)/RESI/PNL/580 dt. 21.10.2003 the Corporation was pleased to allot to the Builders the plot bearing No. 20 in Sector 6 at NEW PANVEL (W) NAVI MUMBAI containing by admeasurements an area of 5323.48 Sq. mtrs., particularly described in the First Schedule hereunder written.

AND WHEREAS after the payment of the lease premium, the Corporation entered into the Agreement to Lease dated 10-03-2004 with the Builders for the lease of the said plot for 60 years for the purpose of constructing building/s on it for the residential use and handed over the possession of the said plot to the Builders.

AND WHEREAS by virtue of the said Agreement to Lease dated 10-03-2004 the builders are seized and possessed off and well and sufficiently entitled to the



plot No. 20 lying being and situated at Sector 6, New Panvel (W), Navi Mumbai more particularly described in the First Schedule hereunder written (hereinafter referred to as the said "Plot.")

AND WHEREAS the Builders have submitted Building Plans to the Building Permission CIDCO LTD., and the Building Permission has accorded his approval to the said plan and has issued commencement Certificate vide his letter No. CIDCO/ BP/ ATPO/287 dt. 19-03-2004.

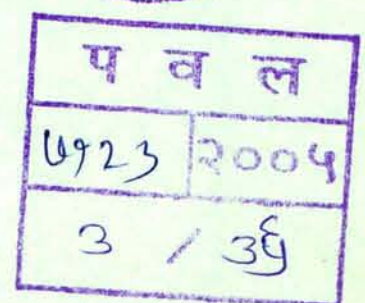
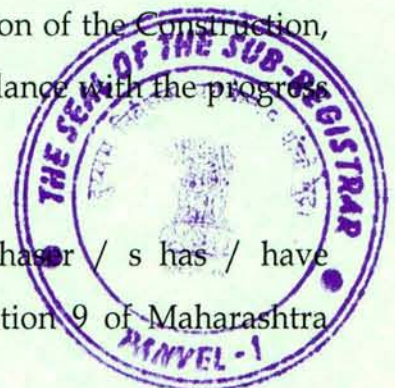
AND WHEREAS the Builders propose to construct on the aforesaid plot the buildings on ownership basis known as "NEEL'S LAKE VIEW" as per the approved plans referred hereinabove and with such additions, modifications, revisions, alterations, therein if any, from time to time as may be approved by the CIDCO / Planning Authorities.

AND WHEREAS the Builders have sole and exclusive right to dispose of the FLATS and other units in the proposed Buildings.

AND WHEREAS the Purchaser / s has / have verified the title documents and plans and have requested the Builders to allot a FLAT bearing No. A-602 on the VIth floor of NEEL'S LAKE VIEW having a carpet area of 728.72 Sq. ft., and also an undivided interest in the common area and facilities in the said building as mentioned in Clause (4) hereunder written on ownership basis as agreed to by and between them which is hereinafter referred to as 'the premises' as per the Second Schedule annexed hereto.

AND WHEREAS the Purchaser / has / have agreed to pay price / consideration in respect of the said FLAT in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of the Construction, Sale, Management and Transfer) ACT, 1963 and in accordance with the progress of the construction work of the said new Building.

AND WHEREAS executing this agreement purchaser / s has / have accorded his / her / their consent required under Section 9 of Maharashtra



Ownership Flats (Regulation of Promotion, Sale, Management and Transfer) ACT, 1963 whereby the Builders will be entitled to mortgage or create charge on any FLAT which is not hereby agreed to be sold by the builders and continue to be the property of the Builders.

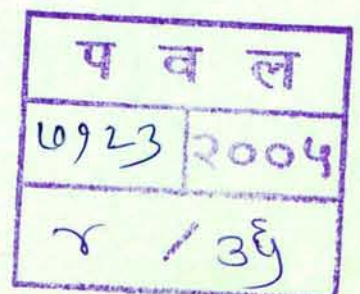
AND WHEREAS by executing this agreement the Purchaser / s has / have accorded his / her / their consent whereby the Builders will be entitled to make such alterations in the structures in respect of the said FLAT agreed to be purchased / acquired by the Purchaser / s and / or in the building as may be necessary and expedient in the opinion of their Architect/ Engineer provided that such alteration / modification are approved by the authority of CIDCO LTD.

AND WHEREAS relying upon the said offer and declaration the Builders have agreed to sell the purchaser/s FLAT at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Builders have given inspection to the Purchaser / s to the Agreement to lease dated 10-03-2004 of the Plot No. 20 in their favour title report, plans sanctioned by CIDCO, designs and specifications, documents and all other papers as required under the provisions of Maharashtra Ownership flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and Rules framed there under.

AND WHEREAS the Builders have agreed to provide / procure the amenities to the Purchaser / s as set out in the Annexure - A hereunder attached subject to the provisions of this Agreement.

AND WHEREAS the purchaser / s has / have examined and approved the floor plan of the building, the nature and quality of construction and fittings, fixtures, facilities and amenities provided or to be provided hereto as per the general specifications stated in Annexure A (hereunder attached).



NOW THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Builders shall under normal conditions construct a building as per the plans, designs, and specifications inspected and approved by the FLAT Purchaser / s with such variations and modifications as the builders may consider necessary or may be required by any public authority to be made in any of the FLAT premises. The Purchaser / s hereby consent to such variations.

2. The Purchaser / s has / have prior to the execution of this Agreement satisfied himself / themselves / herself about the title of the Builders to the said Plot No. 20 in Sector - 06, New Panvel (West) and no requisition or objection shall be raised upon the Builders in any matter relating thereto. A copy of the Certificate of the Title issued by Adv. A.Y. Narvekar is hereto annexed and marked Annexure "B".

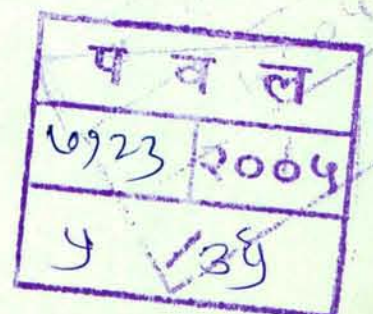
3. The Purchaser / s has / have agreed to acquire the said FLAT bearing No. A-602 on the VIth floor, of **NEEL'S LAKE VIEW** having a carpet area of 728.72 Sq.Ft (built-up area of 81.00 sq.mtrs.) and also undivided interest in the common areas and facilities as mentioned in Clause (4) hereunder written which is shown on the plan hereto attached & as delineated on the plan by red colour which is annexed hereto, for the lumpsum price of Rs. 18,25,000/- (Rupees Eighteen Lakhs Twenty Five Thousand only / - Only)

which includes the proportionate price for undivided interest in the common area and facilities of the building as mentioned in Clause (4) herein below.

3. (a) Along with the said Flat Cupboard Space of 25.00 Sq.Ft, Flower Bed of 102.15 Sq.Ft shall be provided.

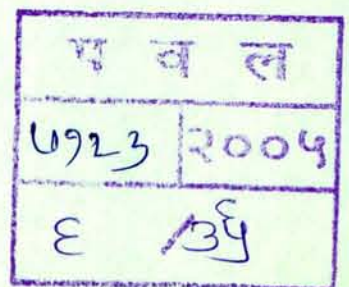
(b) And exclusive right to use attached Terrace Area of 5.016 Sq.Mtrs.

4. The premises under purchase include the right to use common area and facilities available in the Building and also the Purchaser's undivided interest in

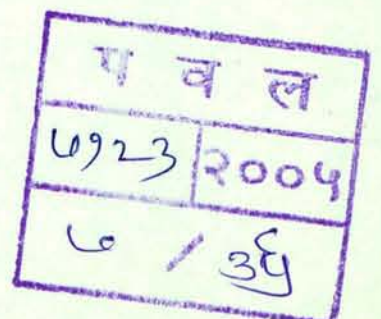


the restricted common area and facilities for the use of the said premises. The Purchaser / s agree to pay to the Builders the purchase price of Rs. 18,25,000/- (Rupees Eighteen lakhs Twenty Five thousand only) Only as per the terms set out in the Schedule hereunder written.

1. Rs. 200,000/- Earnest Money Deposit.
2. Rs. 165,000/- on or before completion of commencement.
3. Rs. 109,500/- on or before completion of plinth.
4. Rs. 109,500/- on or before completion of Ist slab.
5. Rs. 109,500/- on or before completion of IInd slab.
6. Rs. 109,500/- on or before completion of IIIrd slab.
7. Rs. 109,500/- on or before completion of IVth slab.
8. Rs. 109,500/- on or before completion of Vth slab.
9. Rs. 109,500/- on or before completion of VIth slab.
10. Rs. 109,500/- on or before completion of VIIth slab.
11. Rs. 109,500/- on or before completion of VIIIth slab.
12. Rs. 146,000/- on or before completion of Brick Work.
13. Rs. 146,000/- on or before completion of Plaster Work.
14. Rs. 91,250/- on or before completion of Flooring / Tiling.
15. Rs. 91,250/- on obtaining occupancy certificate.



5. Kindly draw all cheques /drafts favouring "Evergreen Associates A/c. - 581, Indian Overseas Bank, New Panvel, Project "Neel's Lake View".
6. The specification, materials, fixtures/ fittings and all such other amenities shall be as per the list set out in the ANNEXURE "A" hereunder written and the purchaser / s has / have satisfied himself / herself / themselves about the same as also about the design of the Building.
7. The Builders shall not be liable for any loss, damage, injury or delay due to any cause beyond their control, including act of Government, strikes, lock outs, fire lighting, explosion, flooding, riots, civil commotion acts or war, malicious or theft.
8. If the Flat purchaser / s commit default in payment of any of the installments aforesaid on their respective due date (time being essence of the Contract), the Builders shall be at liberty to terminate this Agreement in which event, 20% of the purchase price of Flat shall stand forfeited. On the Builders terminating this Agreement under this Clause, they shall be at liberty to sell the said Flat to any other person as the Builders may deem fit at such price as Builders may determine and the Flat purchaser / s shall not be entitled to question such sale or to claim any amount whatsoever from the builders. The balance amount after deducting 20% of the amount as aforesaid may be refunded without interest by the Builders to the Purchaser / s only after the Builders have disposed of / sold the said Flat to any other purchaser / s.
9. The Builders shall in respect of any amount unpaid by the FLAT Purchaser / s have a first lien or charge on the said Flat to be acquired by the Flat Purchaser / s.
10. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance on their part of giving extension of time by the Builders to the Purchaser / s (or payment of purchase price in

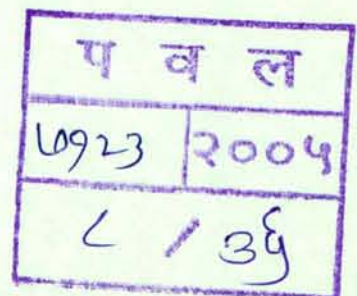
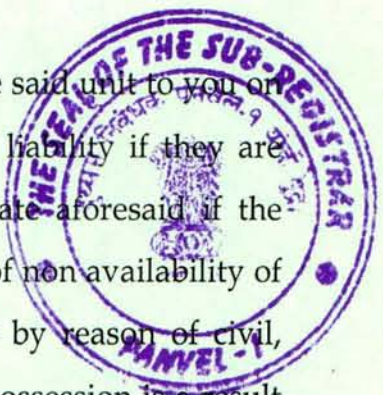


installments or otherwise) shall not be constructed as a waiver on the part of the Builders of any breach of this Agreement by the Purchaser / s nor shall the same in any manner prejudice the right of the Builders.

11. Without prejudice to the Builder/s right under this Agreement and / or in law the FLAT Purchaser / s shall be liable to pay interest at 24% per annum on all amounts due and payable by the FLAT Purchaser / s under this agreement, if such amount remains unpaid for seven days or more after its due date.
12. The Builders shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to CIDCO / Local authority concerned causing delay in giving / supplying permanent water connection or such other service connections necessary for using / occupying the FLAT.
13. On getting part occupancy Certificate the Builders shall be at liberty to hand over possession of the said FLAT to the Purchaser /s, even though permanent electric and water connections are not sanctioned by the respective authorities.

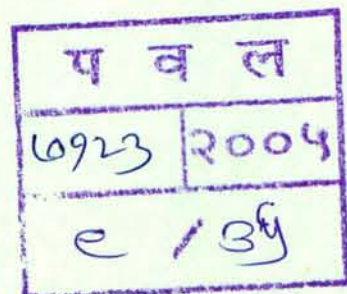
The Purchaser / s shall not be entitled to make any claim/demand on the Builders for the delay in getting the permanent electric and water connections. Upon the Builders offering possession of the FLAT to the purchaser / s, the Purchaser / s shall be liable to bear and pay their proportionate share in the use / consumption of electricity and water.

14. We shall be tentatively handing over possession of the said unit to you on or about June 2006. The Builder shall not incur any liability if they are unable to deliver possession of the FLAT by the date aforesaid if the completion of the Building is delayed by the reasons of non availability of steel or cement or such other Building materials or by reason of civil, commotion or any act of God or if non - delivery of possession is a result



of any notice, order, rules, notifications of the Government, Court of Law and / or any other public authority or for non-availability of water and / or electricity connection from the concerned authorities for any reasons unforeseen or beyond the control of the Builders.

15. In the event of any increase in the cost of building materials such as steel, cement, sand, bricks, metal and labour, the Builder will be entitled to recover this increased cost by way of escalation in proportion to the cost so increased.
16. Upon Possession of the said FLAT being delivered to the FLAT Purchaser / s he / she / they shall be entitled to the use the occupation of the said FLAT and he / she / they have no claim against the Builders in respect of any items of work in the FLAT.
17. It is further agreed and understood by the Purchaser / s that he / she / they shall use the said FLAT for the purpose of the residence only. The Purchaser shall use the garage or parking space only for the purpose for keeping or parking the Purchaser / s own vehicle.
18. Commencing a week after notice is given by the Builders to the FLAT Purchaser/s that the said FLAT is ready for the use and occupation, the Purchaser / s shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoing payable in respect of the said FLAT from the date from which the builders obtain the part occupancy certificate from CIDCO.
19. (A) The Purchaser / s shall have no claim, save and except in respect of his/her /their particular FLAT hereby agreed to be acquired i.e. all open spaces, lobbies, stair-case, terraces, etc. will remain the property of the Builders until the whole property is transferred to the proposed Co-Operative Housing Society, a Limited Company, Association or any other

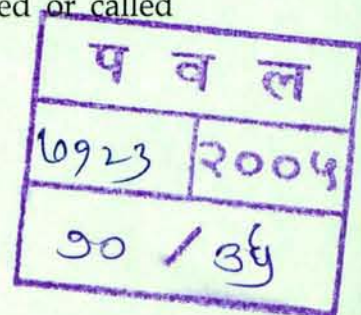


legal body as the case may be, subject however to such conditions and covenants as the Builders may impose.

(B) If there is any increase in F.S.I. or any other benefits like of T.D.R., then such increased F.S.I. or such benefits shall go to the Builders/ Developers and the Purchaser/s members of the proposed Co-Operative Society, Limited Company, Association or legal body shall not raise any objections to the Builders utilizing such increased F.S.I. and / or using / appropriating such benefits.

20. The Purchaser / s agrees / agree and bind / s himself / herself/ themselves to pay regularly every month by the 5th of each month to the Builders until the lease or the transfer of the said property is executed in favour of a Co-Operative Society, Limited Company, Association or Legal Body as the case may be, the proportionate share that may be decided by the builders or the Co-Operative Society or the Limited Company or legal body as the case may be in the following outgoing.

- (a) Insurance premium
- (b) All municipal / CIDCO / CORPORATION assessment bills and other taxes and outgoing that may from time to time be levied against the last and / or buildings, water taxes and the water charges.
- (c) Outgoing for the maintenance and maintenance of the building, common lights and other outgoing and collection charges incurred in connection with the said property.
- (d) The Purchaser / s shall pay to the Builders before taking the possession of the said FLAT a sum of Rs. 2000/- towards the advance of six months for the aforesaid expenses. If found necessary, the FLAT Purchaser / s shall deposit further amount with the builders on and upon being required or called



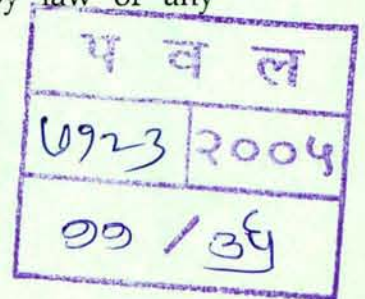
upon by the Builders. The said sum shall not carry interest and will remain with the builders until the transfer or lease is executed in favour of a Co-Operative Society, Limited Company or legal body as aforesaid balance of the amount of deposit shall be paid over to the co-operative society, the limited company, association or a legal body as the case may be. The Purchaser / s shall also keep deposited with the Builders at the time of taking possession of the flat a sum of Rs. 261/- as share money, admission fee and application fee.

The Stamp duty & Registration charges incidental to this Agreement for Sale be borne & paid by the purchasers only.

21. It is agreed that if one or more of such FLAT continue to remain unsold on the date of the lease in favour of the Co-operative Society or at the time the building is ready for occupation the Builders will continue to be the owners thereof until such FLAT are agreed to be sold by the Builders.

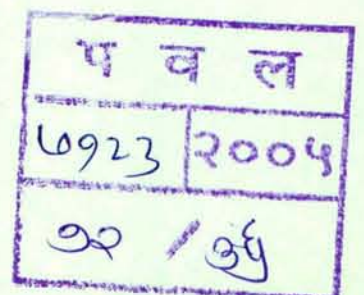
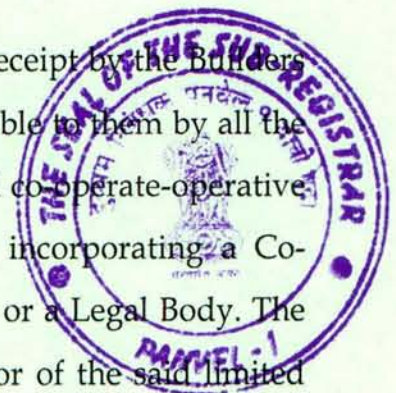
After formation of the such co-operative society, as aforesaid the purchaser/s hereby irrevocably agrees and grants his consent to admit such buyers of unsold flats from the Builders, without any objection whatsoever and without seeking any transfer charges to include them as members of the co-operative Society, other than the contribution received from such buyers of a flat sum of Rs. 261/- as herein mentioned in para (d) above. The society hereby further confirm and agree that they will not ask for any maintenance charges from the builders until such flats are sold.

22. The Purchaser / s shall from the date of possession maintain the said FLAT at his / her own cost in good and tenantable condition and shall not do or suffer to be done anything in or the said Building or the said FLAT staircase and common passage which may be against the rules or bye-laws of CIDCO or any public authority duly constituted by law or any



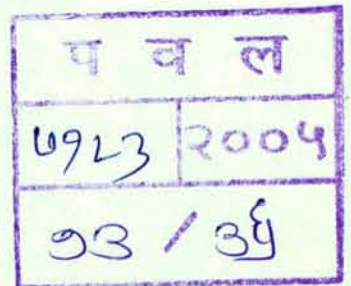
authority nor shall the Purchaser/s change, alter or make additions in or to the said FLAT the Purchaser/s shall be responsible for any breach of these provisions.

23. So long each FLAT in the said Building shall not be separately assessed the FLAT Purchaser/s shall pay such proportionate part of the assessment in respect of the entire building as may be provisionally determined by the Builders or the Co-Operative Society or the Limited Company, Association or the legal body as the case may be, whose decision shall be final upon the FLAT Purchaser/s.
24. The Purchaser / s will not at any time demolish or cause to be demolished the FLAT or any part thereof agreed to be purchased by him / her / them nor will make additions or alterations of whatsoever nature to the said FLAT or any part thereof. The Purchaser / s shall not permit the closing of verandah or lounges or Balconies or make any alterations in the elevation and outside scheme of the FLAT to be acquired by her / him / them.
25. The Purchaser / s shall not store in the FLAT goods of hazardous or combustible nature or which tend to damage / affect the construction or structure of the said building.
26. The said project shall always be known as **NEEL'S LAKE VIEW** and the name of the Co-Operative Housing Society, Limited Company or Legal Body to be formed shall bear the same name or any other name, but the Buildings name shall not be changed.
27. On the completion of the said Building and on the receipt by the Builders of the full payment of all the amounts due and payable to them by all the Purchaser / s of the said Building, the Builders shall co-operate-operative with the Purchaser / s informing, registering or incorporating a Co-Operative Society, a Limited Company, Association or a Legal Body. The right of the members of the Co- operative Society or of the said limited



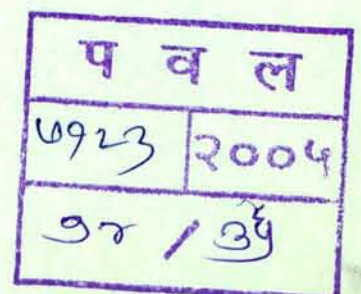
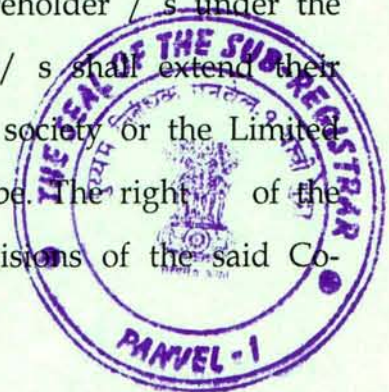
company or legal body as the case may be, subject to the rights of the Builders under this Agreement and also subject to the assignment to be executed in pursuance thereof.

28. The Purchaser / s shall be bound from time to time to sign all papers and documents with regard to the formation of the Co-Operative Society and / or Limited Company / and / or Association and / or legal body and do all the other things as the Builders may required him / her / them to do from time to time for safeguarding the interest of the Builders and of the other Purchaser / s of the other premises in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto null and void and 20% of the purchase price and other money paid by the Purchaser / s hereunder shall stand forfeited to the Builders.
29. When the Co-Operative Society or Limited Company or Association or Legal Body is registered or incorporated as the case may be, and all the said dues paid in full as aforesaid, the Builders shall execute the necessary Assignment / Transfers in favour of such Co-Operative Society, Limited Company, Association or Legal Body as the case may be.
30. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said FLAT, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said land and in the building to be constructed thereon.
31. Nothing contained in these presents is intended to be nor constituted to be a grant, demise or assignment in law to the said FLAT without the consent in writing of the Builders and until all the dues payable by him / her / them to the Builders under this Agreement are fully paid.
32. The Purchaser / s shall not let, sublet, transfer / assign or part with possession of the said FLAT without the consent in writing of the Builders



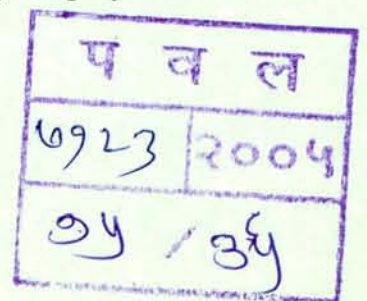
and until all the dues payable by him / her / them to the Builders under this Agreement are fully paid.

33. The Purchaser/s and the persons to whom the said FLAT is let, sublet, transferred, assigned or given possession of, shall from time to time, sign all applications, papers and documents and shall do all acts, deeds, and things as the Builders and / or the Co-Operative Society, and / or the Limited Company, Association and / or the Legal Body as the case may be, required for safeguarding the interests of the Builder and / or the other FLAT Purchaser / s in the said Building.
34. The Purchaser/s and the persons to whom the said FLAT is let, sublet, transferred, assigned or given possession of, shall observe and perform all the rules and regulations which the Co-Operative Society, the Limited Company, Association or the Legal Body for protection and maintenance of the Building and the FLAT therein and observe and comply with the Building rules and regulations and the Bye-laws for the time being of the CIDCO or other local authorities and the Government and other public bodies. The FLAT, if let, sublet, transferred, assigned or given possession shall observe and perform all the stipulations and conditions laid down by such Co-Operative Society, Limited Company, Association, or legal body as the case may be, regarding the Occupation and use of the Building and / or FLAT and shall pay and contribute Regularly and punctually towards the taxes or expenses or other outgoing in accordance with the terms and conditions of this Agreement.
35. The Builder will form the Co-Operative Society and / or Limited Company and / or Association or Legal Body after having sold all the FLATS to the Purchaser /s, member/s or Shareholder / s under the provisions of law. The entire FLAT Purchaser/ s shall extend their necessary co-operation in the formation of the society or the Limited Company being incorporated as the case may be. The right of the Purchaser / s will be recognized by the provisions of the said Co-



Operative Society, Limited Company, Association or Legal Body and the rules and regulations framed by them as the case may be.

36. On the completion of the said Building and on receipt by the Builders of the full payment of all the amounts due and payable to them by all the FLAT Purchaser / s shall form, register and incorporate a Co-Operative Society, or Limited Company, or Association or the Legal Body to be formed in purchase hereof shall when the Co-Operative Society, or the Limited Company or Association or the Legal Body is registered or incorporated as the case may be and all the amounts due and payable to the Builders are paid in full as aforesaid and the Builders shall execute the necessary Transfer Assignment in favour of such Co-Operative Housing Society, or Limited Company or Association or Legal Body as the case may be.
37. If at any time, any development and / or betterment charges and / or any other levy is levied or sought to be recovered by CIDCO, Government and / or any other public authority in respect of the said land and / or Building, the same shall be the responsibility of the same, be borne and paid by all the FLAT Purchaser / s in proportionate shares.
38. The Builders shall have a right until execution of the Transfer Assignment in favour of the proposed Society or Limited Company or Association or Legal Body to make additions, alterations / raise storey or put additional alterations, structures and storeys will be the sole property of the Builders who will be entitled to dispose of the same in any way they choose and the Purchaser/s hereby consent to the same.
40. The terrace of the Building including the parapet wall shall always remain the property of the Builders and the Builders shall also be entitled to display hoardings, neon signs or any other media or advertisement on the walls of the water tanks standing on the terrace and Builders shall be exclusively entitled to the income that may be derived by display of the

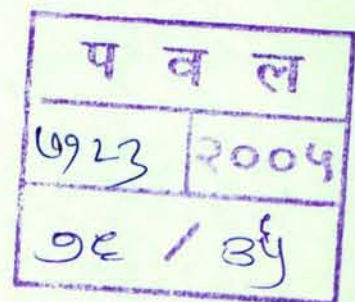


said advertisements. The Agreement with the Purchaser/s and all the Purchaser/s of the other FLAT in the said Building shall be subject to the aforesaid right of the Builders who shall be entitled to use the terrace, including parapet walls of the water tank therein for any purpose to put any form of advertisement medium over the Building, as may be permitted by the concerned local authority shall not be in any way, limited or curtailed after the formation of the Co-Operative Society or Limited Company or Association as the case may be and the conveyance in its favour.

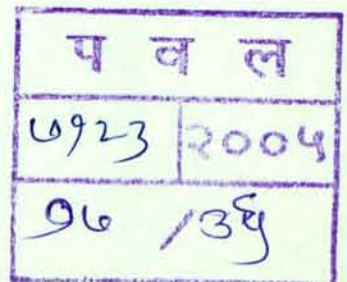
41. The Purchaser / s shall maintain at his / her / their own cost the said premises agreed to be purchased by him / her / them and shall abide by all bye-laws, rules and regulations of the Government, Maharashtra State Electricity Board, CIDCO and any other authorities and local bodies shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye- law and shall observe and perform all the terms and conditions contained in this Agreement.
42. All notices to be served on the FLAT Purchaser / s as contemplated by this Agreement shall be deemed to have been duly served to them if sent to their respective FLAT by registered post or under Certificate of posting at his / her / their address specified below

To, Mr. Anand Gredseck
Nar Pooja Apartment, Flat No. 11, Parnell Road,
Bandra (W), Mumbai - 50.

43. The Purchaser/s shall lodge this Agreement with the Sub-Registrar of Assurances at Panvel and intimate to the Builders within 7 days, the number under which the Agreement is lodged for registration and such other particulars of lodgment.

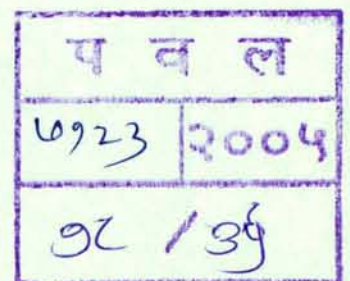


44. This agreement shall always be subject of the terms of agreement to lease and the rules and regulations, if any, made by CIDCO and / or the Government of Maharashtra and / or other Authority governing the said transaction.
45. The Purchaser / s hereby agree / s and bind / s to pay his / her / their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed / Deed of Assignment to be executed by CIDCO in favour of the Co-Operative Society or Limited Company or any other corporate body as may be formed by the Purchaser / s herein and other Purchaser / s of the premises in the said Building. In case CIDCO shall execute the Lease Deed in favour of the Builders, then the Builders shall execute the Deed of Assignment in favour of the Society, Limited Company, Association or any other Corporate Body as aforesaid. In that event, the Purchaser / s shall also be liable to the proportionate stamp duty and registration charges as fixed by the Builders in respect of both the Lease Deed and the Deed of Assignment transfer.
46. The Purchaser / s hereby covenants to keep the premises, walls, sewerage, drainage, pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the Building other than his / her / their own.
47. The Purchaser / s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises in or of the said Building or any part thereof or cause any increased premium to be payable in respect thereof.
48. The Purchaser / s shall at no time demand partition of his / her / their interest of the Purchaser/s in the Building. It is being hereby agreed and declared by the parties that the interest in the said Building is impartible and it is agreed by the Purchasers that the Builder shall not be liable to



execute any document for that purpose in respect of the said premises in favour of the Purchaser / s.

49. The Builders shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said Building after formation of Co-Operative Society, Company, Association or a Legal Body. The Builders shall however, bear and pay the Municipal Taxes and the dues of CIDCO for the same.
50. The Purchaser / s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority.
51. The Purchaser / s hereby gives his / her / their express consent to the Builders to raise any loan against the said plot and / or the said Building under construction and to mortgage the same with any bank or bankers or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Builders at their own expenses on or before the formation of the Co-Operative Society, Limited Company or such other legal body.
52. The Purchaser/s covenant with the Builders that if at the request of the Purchaser/s the builders make any change in the FLAT or other unit agreed to be sold and as a result of this the Builders have to use any material less than the other Purchaser /s even the Purchaser / s shall not be entitled to any reduction in the agreed price of the said premise and he / she / they shall be liable to pay the entire agreed price as per the Agreement. Similarly the Builders shall not be bound to carry out any extra additional work for the Purchaser / s without their being a written acceptance by the Builder to carry out the said additional extra work for the Purchaser/s (which again shall be at the sole discretion of the Builder). Incase if the Builders have agreed to do any additional extra work for the



Purchaser/s, the Purchaser/s shall within 7 days from the date when the Builders estimated cost for carrying out the said additional extra work deposit with the Builders the said estimated cost. If the Purchaser/s fails to deposit the estimated cost for the additional extra work agreed to be carried out by the Builder, then the Builders shall not be liable to carry out the additional work in the premises of the Purchaser/ s.

53. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under as also the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the Rules made there under.

THE FIRST SCHEDULE ABOVE REFERRED TO :

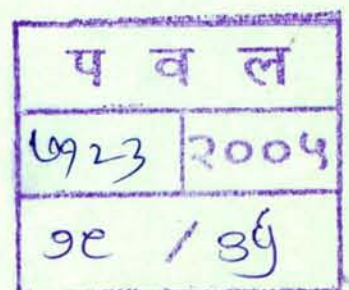
All the piece and parcel of land bearing Plot No. 20, lying being and situated at Sector -6, New Panvel (W), Navi Mumbai, containing by admeasurement above 5323.48 Sq.Mtrs. or thereabout and bounded as follows :

On or towards the North	-	Plot No. 12 A & Playground
On or towards the South	-	11 Mtrs wide Road
On or towards the East	-	Plot No. 19.
On or towards the West	-	20 Mtrs. Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO :

The FLAT NO. A-602 in the project "NEEL'S LAKE VIEW " on VIth floor, admeasuring in area as 728.72 Sq.Ft. (carpet) (Built-up area 81.00 Sq. Mtrs.) and bounded as follows : -

On or towards the North	-	<u>Flat- No. A-601</u>
On or towards the South	-	<u>Open Space</u>
On or towards the East	-	<u>Open Space</u>
On or towards the West	-	<u>Flat No. A-603</u>



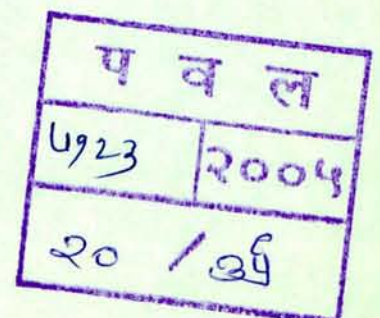
SIGNED, SEALED AND
 DELIVERED by the
 withinnamed 'The Builders'
M/s. EVERGREEN ASSOCIATES
Pan No. AABFE 4262 F
 through its partner
 Shri. Vilas M. Kothari
 in the presence of

1. Ms. Suchita V. Shenale *Shenale*
2. Ms. Shekhar Lamond *Lamond*

SIGNED, SEALED AND
 DELIVERED by the
 withinnamed 'PURCHASER'
Mr. Anand Fredrick
Pan No. AAAPF 2847 C

in the presence of :

1. Ms. Suchita V. Shenale *Shenale*
2. Ms. Shekhar Lamond *Lamond*



RECEIPT

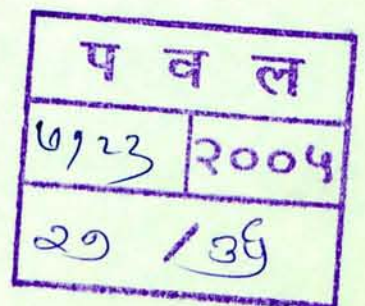
RECEIVED OF AND FROM THE Purchaser / s within named the day and year first hereinabove written the sum of Rs. 200,000/- (Rupees Two Lakhs only / — — —) being part / advance / full payment of the total consideration to be paid by him to us within mentioned for the sale of FLAT NO. A-602 on 21/11 floor of the Wing A of "NEEL'S LAKE VIEW" on Plot No. 20, Sector 6, New Panvel (W).

We say received.

FOR EVERGREEN ASSOCIATES



PARTNER



ANNEXURE - A

SPECIFICATIONS AND AMENITIES

1. STRUCTURE TO BE R.C.C. FRAMED.
2. ALL EXTERNAL WALLS TO BE OF 0.15 THK BRICKS
3. ALL INTERNAL WALLS TO BE OF 0.115M THK BRICK WALLS.
4. EXTERNAL PLASTER TO BE SAND FACED PLASTER.
5. EXTERNAL FACE OF BUILDING SHALL HAVE ACRYLIC PAINT.
6. INTERNAL WALLS SHOULD BE WHITE WASHED.
7. FLOORING TO ALL THE ROOMS SHALL BE OF CERAMIC TILES.
8. KITCHEN SHALL HAVE GRENIITE PLATFORM WITH S.S. SINK.
9. KITCHEN PLATFORM SHALL HAVE 0.6 M DADO OF GLAZED TILES.
10. CONCEALED PLUMBING & CONCEALED WIRING
11. BATHROOM SHALL HAVE 2.10 M HIGH GLAZED TILES AND TOILET WILL HAVE GLAZED TILES UPTO WINDOW SILL.
12. KITCHEN SHALL HAVE 0.6 M WIDE R.C.C. LOFTS.
13. ALL THE ROOMS SHALL HAVE POWDER COATED ALUMINIUM SLIDING WINDOWS
14. ALL THE DOORS SHALL BE FLUSH DOORS



Avinash Y. Narvekar

B. Com. LL. B.

Advocate High Court

Off. : 2, Usha Laxmi Apts.
Opp. Virupaksha Mandir,
Shivaji Rd., Panvel - 410 206,
Dist. Raigad.

☎ 745 0405 (O)

745 4045 (O)

561 5291 (R)

Ref. No.

Date :

02.04.2004**SEARCH REPORT & CERTIFICATE OF TITLE**

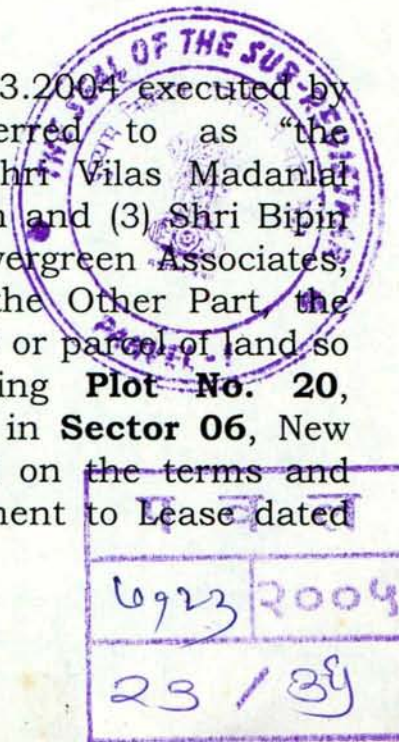
Re :- **Plot No. 20**, admeasuring **5323.48 sq. metres**, situate at **Sector 06**, New Panvel (West), Taluka and Sub-Registration District Panvel, District and Registration District Raigad.

Under instructions from M/s. Evergreen Associates, having their place of business at Plot No. 21, N.P.M., Sector 19, New Panvel, District Raigad, to take search of the property referred to above and investigate the title in regard thereto, I state as under:

1) The City and Industrial Development Corporation of Maharashtra Ltd., hereinafter called "the CIDCO" is the New Town Development Authority declared for the areas designated as sites for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under sub-sections (1) and (3A) of the Maharashtra Regional and Town Planning Act, 1966.

2) The State Government acquired lands pursuant to Section 113A of the aforesaid Act and vested such lands in CIDCO for development and disposal thereof by allotting the developed plots to the intending purchasers on lease.

3) By an Agreement to Lease dated 10.03.2004 executed by and between the CIDCO (therein referred to as "the Corporation") of the One Part and (1) Shri Vilas Madanlal Kothari, (2) Shri Nitin Chandrakant Munoth and (3) Shri Bipin Chandrakant Munoth, partners of M/s. Evergreen Associates, therein referred to as "the Licensees" of the Other Part, the CIDCO agreed to grant lease of all that piece or parcel of land so vested in the CIDCO for disposal, being **Plot No. 20**, admeasuring **5323.48 sq. metres**, situate in **Sector 06**, New Panvel (West), for the lease premium and on the terms and conditions as contained in the said Agreement to Lease dated 10.03.2004, for residential purpose.



inash Y. Narvekar

B. Com. LL. B.

Advocate High Court

Off. : 2, Usha Laxmi Apts.
Opp. Virupaksha Mandir,
Shivaji Rd., Panvel - 410 206,
Dist. Raigad.

☎ 745 0405 (O)

745 4045 (O)

561 5291 (R)

Ref. No.

(2)

Date :

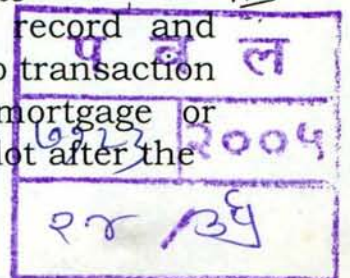
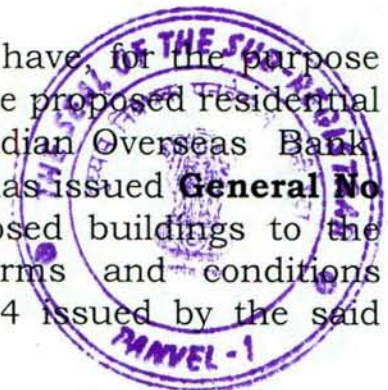
4) The CIDCO has delivered to the Licensee possession of the said plot, vide Possession Receipt dated 10.03.2004.

5) Thus, M/s. Evergreen Associates are seized and possessed of the aforesaid plot, being Plot No. 20, admeasuring 5323.48 sq. metres, situate at Sector 06, New Panvel (West), in respect whereof the CIDCO shall grant lease for a period of 60 years upon completion of development work in favour of M/s. Evergreen Associates or their nominee.

6) According to the terms and conditions of the said Agreement to Lease dated 10.03.2004, if the Licensees intend to have a Lease Deed in the name of a Co-operative Housing Society or a Company or an Association of Apartment Owners constituted of the buyers of apartments in the buildings proposed to be constructed on the said plot, the CIDCO, the Licensees may be permitted to do so upon compliance by the Licensees of all the terms and conditions of the said Agreement, purporting to be the conveyance of their rights, title and interest in the said plot as provided in Section 11 and other relevant provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or any other corresponding law for the time being in force.

7) The said M/s. Evergreen Associates have, for the purpose of raising the finance for construction of the proposed Residential buildings, mortgaged the said plot with Indian Overseas Bank Panvel Branch. However, the said Bank has issued **General No Objection** for sale of flats in the proposed buildings to the prospective buyers thereof on the terms and conditions contained in the letter dated 02.04.2004 issued by the said Bank.

8) I have investigated the title of M/s. Evergreen Associates to the said plot after taking search of the concerned record and perusing the relevant documents. It appears that no transaction either of sale, transfer or assignment and/or mortgage or otherwise has been recorded in respect of the said plot after the



Vinash Y. Narvekar

B. Com. LL. B.

Advocate High Court

Off. : 2, Usha Laxmi Apts.
Opp. Virupaksha Mandir,
Shivaji Rd., Panvel - 410 206,
Dist. Raigad.

☎ 745 0405 (O)
745 4045 (O)
561 5291 (R)

Ref. No.

(3)

Date :

CIDCO delivered possession thereof to M/s. Evergreen Associates on 10.03.2004 save and except the mortgage in favour of the Indian Overseas Bank. Subject to the terms and conditions of the said mortgage, the title of M/s. Evergreen Associates to the said plot is clear and marketable and free from any encumbrances, claims or demands whatsoever.

9) M/s. Evergreen Associates have obtained from CIDCO Development Permission bearing No. CIDCO/BP/ATPO/287 dated 19.03.2004 and the Commencement Certificate of even number and date for construction of buildings for residential purpose for sale of the flats therein on ownership basis as contemplated under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. As such this Certificate of Title is issued as contemplated under Rule 5 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 along with the Search Report.

THE SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL that piece or parcel of land bearing **Plot No. 20**, admeasuring **5323.48 sq. metres**, situate at **Sector 06**, New Panvel (West), Taluka and Sub-Registration District Panvel, District and Registration District Raigad and bounded as follows:

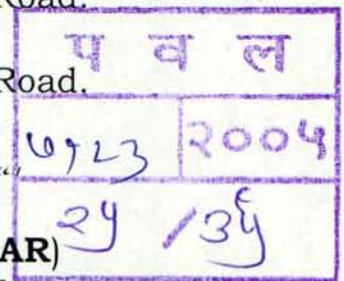
On or towards the North by : Plot No. 12A and Playground.
On or towards the South by : 11.00 Metre Wide Road.
On or towards the East by : Plot No. 19.
On or towards the West by : 20.00 Metre Wide Road.



Panvel :
Dated : **02.04.2004**

(A.Y. NARVEKAR)
ADVOCATE

High Court (O.S.) Regn. No. 4499.



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE :

"NIRMAL", 2nd Floor, Nariman Point,
Mumbai - 400 021.
PHONE : 00-91-22-2202 2481 / 2202 2420
FAX : 00-91-22-2202 2509

HEAD OFFICE :

CIDCO Bhavan, CBD-Belapur,
Navi Mumbai - 400 614.
PHONE : 00-91-22-5591 8100
FAX : 00-91-22-5591 8166

Ref. No.

CIDCO/BPI/ATPOI/282

Date: 19/3/2004

To,
✓ M/s Evergreen Associates
Plot No.21, NPM, Sector-19, New Panvel
NAVI MUMBAI.

Sub:-Development permission for Residential Building on
Plot no.20, Sector-06 at New Panvel (W).
Ref:- Your architects application dated.15/03/2004.

Sir,

Please refer to your application for development permission for Residential Building on Plot no.20, Sector -06 at New Panvel (W), Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the plot mentioned above.

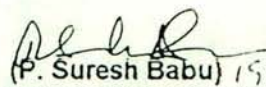
The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also enclosed herewith for the structures referred above.

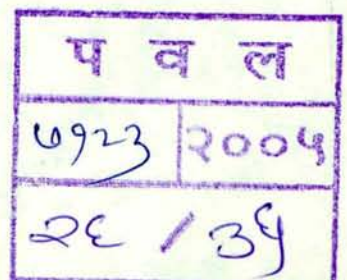
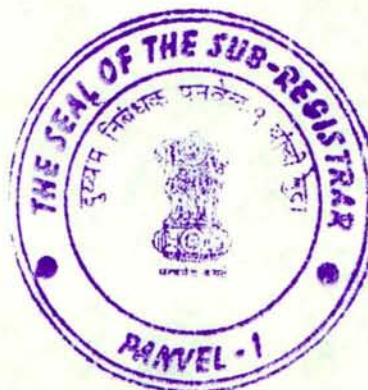
The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer, New Panvel, CIDCO prior to the commencement of the construction Work.

You will ensure that the building materials will not be stacked on the road during the construction period.

Thanking you,

Yours faithfully,


(P. Suresh Babu) 15/3/04
ADDL.TOWN PLANNING OFFICER
Navi Mumbai & Khopta



REF.NO.CIDCO/ATPO/

1287

19/3/2004

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act., 1966 (Maharashtra XXIV) of 1966 to _____

EVERGREEN ASSOCIATES

Unit/Plot No. 20 Road No. — Sector 06 Node New Panvel (w) of

Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Bldg.

Net Residential BUA = 5230.31 m²

(Nos. of Residential Units 122 Nos. of Commercial units —)

1. **This Certificate is liable to be revoked by the Corporation if :-**

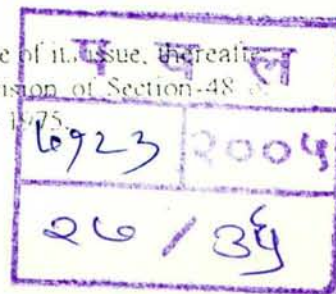
- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

2. **The applicant shall :**

- 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation.
- 2(d) Permit authorised officers of the Corporation to enter the building or premises for which the permission has been granted , at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.

3. The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provisions of the provision in respect of floor area ratio as prescribed in the National Building Code or any of the GDCRs - 1975 in force.

4. The Certificate shall remain valid for period of 1 year from the date of its issue. The revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act-1966 and as per regulation 16.1(2) of the GDCRs - 1975.



- 29
5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
 6. A certified copy of the approved plan shall be exhibited on site.
 7. The amount of Rs. 78000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
 8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
 9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
 10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP Dated 19th July,1994 for all buildings following additional conditions shall apply.
 - i] As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
 - a) Name and address of the owner/developer, Architect and Contractor.
 - b) Survey Number/City survey Number, Plot, Number/Sector & Node of Land under reference alongwith description of its boundaries.
 - c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
 - d) Number of Residential flats/Commercial Units with areas.
 - e) Address where copies of detailed approved plans shall be available for inspection.
 - ii] A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.

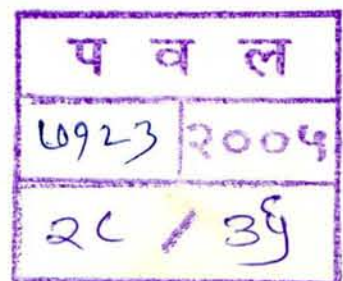
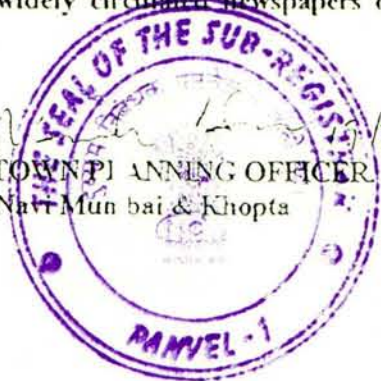
C.C.TO: ARCHITECT

Designo

C.C. TO: Separately to :

1. M(T/S)
2. CCUC
3. EE(KHR/PNL/KLM/DRON)
4. EE(W/S)

ADDL. TOWN PLANNING OFFICER
Navi Mun bai & Khopta

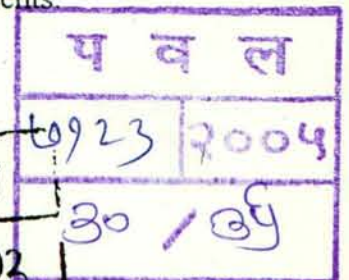
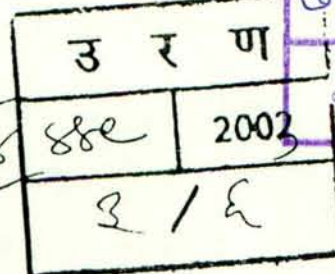


Agreements for Sale in favour of the prospective purchasers of Flats/ Shop/ Office premises and such other premises in such building/s and lodge such Agreements for registration before the Sub-Registrar, Panvel as required under Section 4 of the said Act and the Registration Act, 1908.

2. Due to our business activities, we are unable to appear before the Sub-Registrar for admitting execution of the Agreements for Sale and/or other instruments as contemplated under the said Act.
3. We are, therefore, desirous of appointing **Mr. Prashant Krishnakant Thakur**, an employee in our office, to admit execution of the such Agreement for Sale and/or other instruments as required to be registered under the said Act, which the said Attorney has agreed to do.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that we do hereby nominate, constitute and appoint the said **Mr. Prashant Krishnakant Thakur** to be our true and lawful attorney for the purpose expressed, that is to say :

1. To **present and lodge** in the office of the Sub-Registrar, Panvel and to **admit execution** of the Agreements for Sale and/or other instruments as required to be registered under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Registration Act, 1908 entered into by us in favour of the prospective purchasers of flats/shop/office premises and such other premises in the building/s constructed by us and to do all acts and things necessary for effectively registering the such Agreements.



2. AND WE DO HEREBY agree to ratify and confirm all and whatever our said Attorney shall or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF we have put our hands the hand the day and the year first hereinabove written.

SIGNED AND DELIVERED by the)

Within named M/s. Evergreen Associates) For M/s. Evergreen Associates

By the hand of their Partner)

Shri Vilas M. Kothari, in the)

Presence of...)

1) Galpane)

(Vilas M. Kothari)

(Shri Smt. Kalpana N. Mayekar)

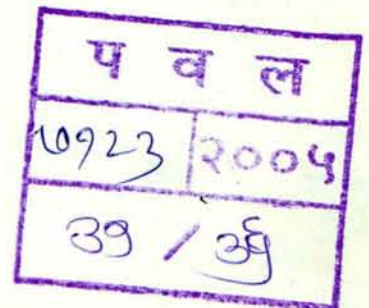
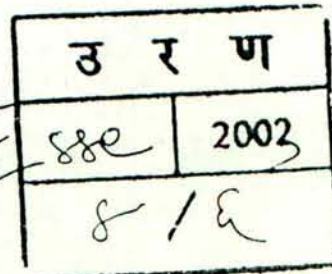
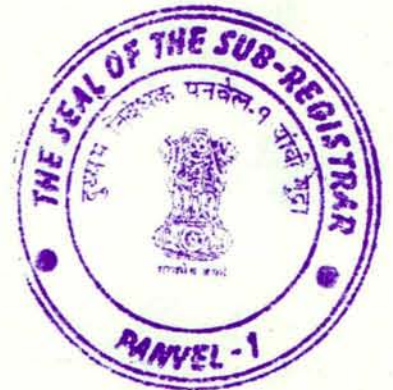
Partner

2) Shewale)

(Shri Miss. Suchila V. Shewale)

I CONSENT

Thakur
(Prashant Krishnakant Thakur)



16/01/2003

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

दस्त क्र 449/2003

6:08:10 pm

उरण (पनवेल 2)

दस्त क्रमांक : 449/2003

स्ताचा प्रकार : मुखत्यारनामा

नु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव एचरगोन असोसिएट लॉ फार्टनर विलास एम.
काठारी
पत्ता: घर/फ्लॅट नं.:
गल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं.: 21
पेट/वसाहत: सेक्टर 19
शहर/गाव: नवीन पनवेल
तालुका: पनवेल
पिन: -

लिहून देणार

वय 044

सही

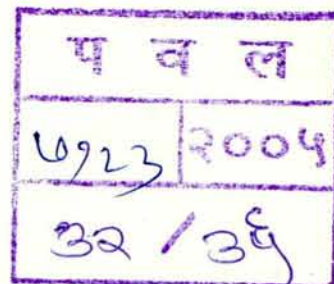
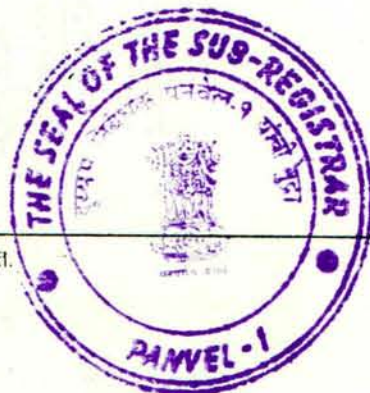


2 नाव प्रशांत के. ठाकुर
पत्ता: घर/फ्लॅट नं.:
गल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं.: 21
पेट/वसाहत: सेक्टर 19
शहर/गाव: नवीन पनवेल
तालुका: पनवेल
पिन: -

लिहून घेणार

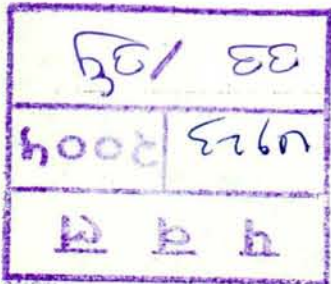
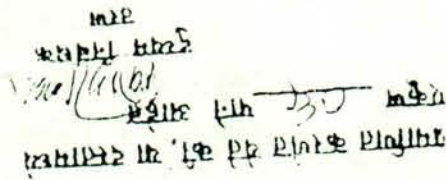
वय 027

सही



हातपेज करून देणार तथाकथीत [मुखत्यारनामा] दस्तऐवज करून दिल्याचे कयूल करतात.

1 OF 1



700 E.H.
In P. "Chapman's letter"
1/10/11 (1910)

1254
444. 4444 4444.
285 139

of mass I.

[illegible]

२५ नवम्बर दिनांक : 16/01/2003 06:08 PM

16/01/2003 06:08 PM

प्राप्तिका क्र. ३ टी वी : (कृष्णा) 15/01/2003 06:07 PM

16/01/2003 06:06 PM

दिनांक : १६/०१/२००३ ०६:०३ PM

1300 1400 1500 1600 1700 1800 1900 2000 2100 2200 2300 2400 2500 2600 2700 2800 2900 3000 3100 3200 3300 3400 3500 3600 3700 3800 3900 4000 4100 4200 4300 4400 4500 4600 4700 4800 4900 5000 5100 5200 5300 5400 5500 5600 5700 5800 5900 6000 6100 6200 6300 6400 6500 6600 6700 6800 6900 7000 7100 7200 7300 7400 7500 7600 7700 7800 7900 8000 8100 8200 8300 8400 8500 8600 8700 8800 8900 9000 9100 9200 9300 9400 9500 9600 9700 9800 9900 10000

සමස්ත ප්‍රතිචාරය

കൂട്ടിയിട്ടുള്ള ക്രമം പരിശോധിക്കുന്നതിനായി ക്രമം 19(1) പ്രകാരം ഉണ്ടാക്കിയ

ገጽ ፩ (፩)፡ ገጽ ፩

1982 12th-13th Nov 1982

የጥያቄ ቀን፡ 16/01/2003

2003/01/16 06:03 PM

001 : काशी काशी पत्रिका । पत्रिका ० : काशी पत्रिका

2003-2004 12 12

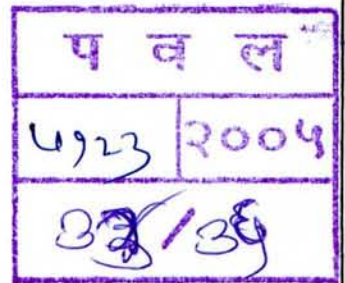
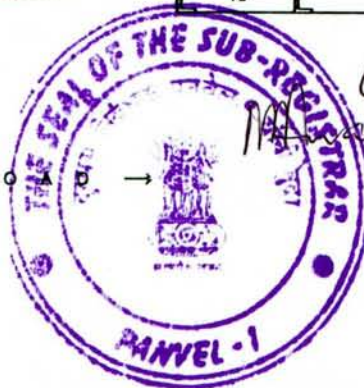
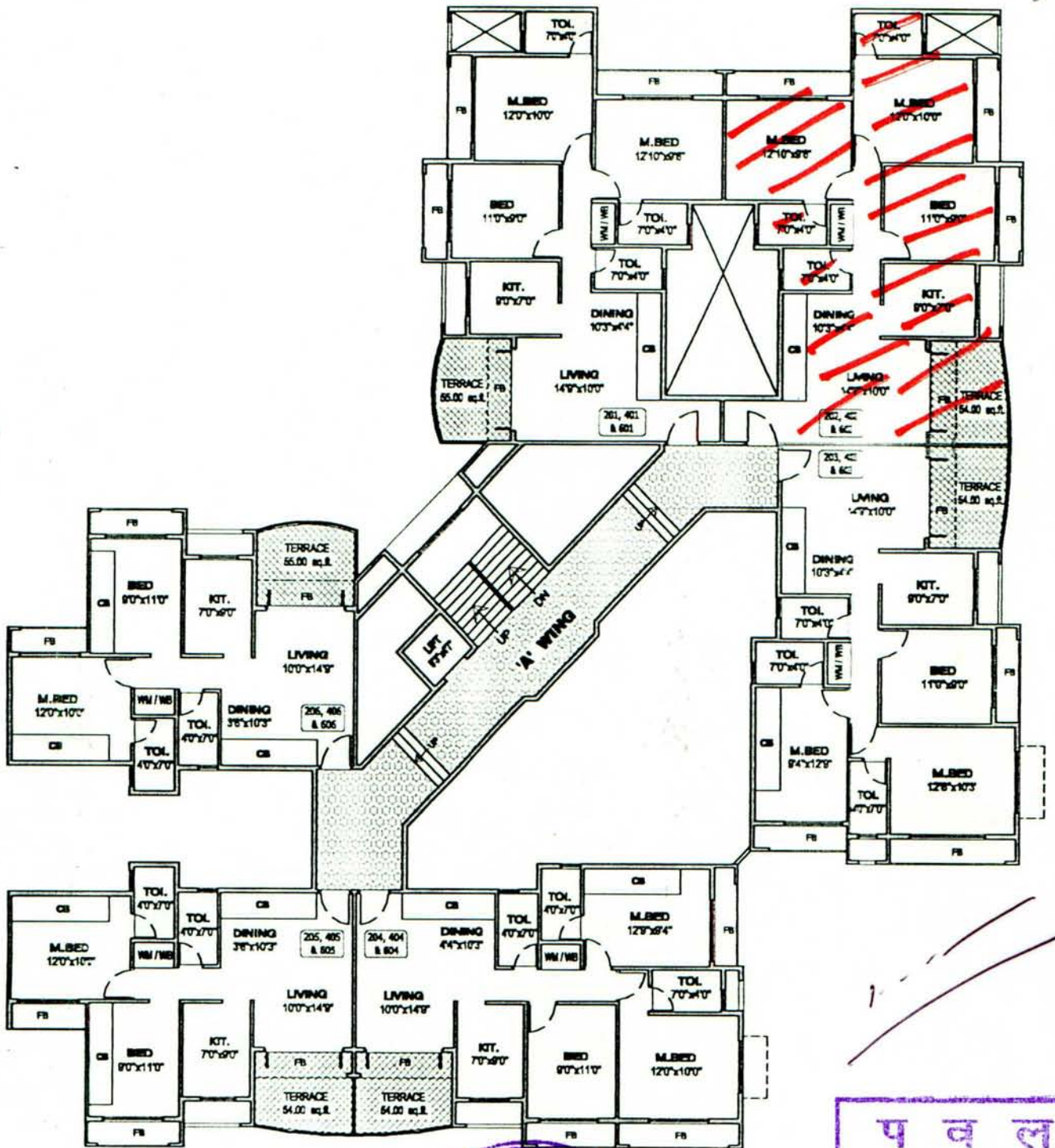
ਦਫ਼ਤਰੀ ਖ਼ਾਮਲਾ (449/2003)

lnλE

2 - 111 121211 122

34

← 11.00 M. ROAD →



TYPICAL FLOOR PLAN
2nd, 4th & 6th FLOOR

'A' WING
(Q+7)

DEVELOPERS

NEEL GROUP

H.O.-21, NPM, SEC-18, NEW PANVEL.
TEL. - 27464016 / 1817.

"LAKE VIEW"

**PROPOSED RESIDENTIAL BUILDING.
ON PLOT NO 20, SECTOR - 6
KHANDA COLONY, NEW PANVEL.**

23-03-04



ARCHITECT

DESIGNO

708, J.K. CHAMBERS,
SECTOR 17, VASHI, NAVI MUMBAI.
PHONE: 27882795, 55810074
designo@vsnl.net



20/10/2005

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

पवेल 1

दस्त क्र 7123/2005

2:54:48 pm

पनवेल 1

3513E

दस्त क्रमांक : 7123/2005

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: आनंद फ्रेड्रीक - -
पत्ता: घर/फ्लॅट नं: नवपुजा अपार्टमेंट, फ्लॅट नं.11, पेन्नी
क्रॉस रोड, बांद्रा
गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -
पॅन नम्बर:

लिहून घेणार

वय 040

सही



2 नाव: मे/- अवेरग्रीन असो. तर्फे भागीदार विलास एम
कोठारी यांचे विशेष कु.मु.म्हणून प्रशांत कृष्णकांत ठाकूर
पत्ता: घर/फ्लॅट नं: प्लॉट क्र.21, एन पी एम रोड,
से.19, नवीन पनवेल

लिहून देणार

वय 029

सही



गल्ली/रस्ता



35



दस्त गोषवारा भाग - 2

पवल1

दस्त क्रमांक (7123/2005)

३६३६

दस्त क्र. [पवल1-7123-2005] चा गोषवारा

बाजार मुल्य :953266 मोबदला 1825000 भरलेले मुद्रांक शुल्क : 93250

दस्त हजर केल्याचा दिनांक :20/10/2005 02:50 PM

निष्पादनाचा दिनांक : 16/10/2005

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

दस्त अनुच्छेद प्रकार: करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 20/10/2005 02:50 PM

शिवका क्र. 2 ची वेळ : (फी) 20/10/2005 02:53 PM

शिवका क्र. 3 ची वेळ : (कबुली) 20/10/2005 02:53 PM

शिवका क्र. 4 ची वेळ : (ओळख) 20/10/2005 02:54 PM

दस्त नोंद केल्याचा दिनांक : 20/10/2005 02:54 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) जयवंत एकनाथ भोपी - ,घर/फ्लॅट नं: रिटघर

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:--

तालुका: --

पिन: -

2) किरण तावदारे - ,घर/फ्लॅट नं: नवीन पनवेल

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

प्रमाणित करणेत येते की सदर दस्तास एकूण ३६

पाने आहेत. पुस्तक क्र. १

क्रमांक ७१२३ वर नोंदला.

दुययम निबंधक, पनवेल १



दुययम निबंधक, पनवेल
दिनांक २० माहे १० सन २००५