

MRS. ANAGHA BARVE
B.Com., L.L.M.
ADVOCATE HIGH COURT, MUMBAI.

Chambers:

31, 2nd floor, Ida mansion,
18, Vaju Kotak Marg,
Ballard Pier,
Mumbai- 400 001.
Tel.: 022 - 66663197

Residence:

Flat No. 202, 2nd floor,
Om Sat Nivas,
163/C, Dr. Ambedkar Road,
Dadar, Mumbai- 400 014.

*Rajesh
Munshi Jain*

To,

The Branch manager,
State Bank of India,
SME Branch,
5th floor, Brahmdatt Tower,
Sector - 18, Noida 201 301

Sir/Madam,

Sub: Title report with respect to following properties:-
Shop No. 34, ground floor, adm. 587 sq. ft. Built up area, in the Oshiwara Link Plaza
Commercial Premises Co -op. Soc. Ltd., situated on the Plot bearing CTS No. 1(part),
village Oshiwara, Taluka Andhri, at New Link Road extension, Jogeshwari (West), S.
No. 41, PL No. A - 26, Mumbai 400 102

Please, find enclosed herewith title report with respect to captioned property alongwith
certified copy of Declaration.

Dated this 21st day of July 2020

Regards,

Barve Anagha

Mrs. A. W. Barve

Advocate

MRS. A. W. BARVE
ADVOCATE
Room No. 31, 2nd Floor,
Ida Mansion, Vaju Kotak Marg,
Ballard Estate, Mumbai - 400 001.



MRS. ANAGHA BARVE

B.Com., L.L.M.

ADVOCATE HIGH COURT, MUMBAI.

Chambers:

31, 2nd floor, Ida mansion,
18, Vaju Kotak Marg,
Ballard Pier,
Mumbai- 400 001.
Tel.: 9821399710

Residence:

Flat No. 202, 2nd floor,
Om Sat Nivas,
163/C, Dr. Ambedkar Road,
Dadar, Mumbai- 400 014.

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	SME , Noida Sector 18
	b) References No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Telephonic instructions by Branch .
	c) Name of the Borrower.	Visual Technologies India Pvt. Ltd.
2.	a) Name of the unit/concern/person offering the property/ (ies) as security.	Rita Agarwal
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantor
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Shop No. 34, ground floor, adm. 555 sq. ft. Built up area , in the Oshiwara Link Plaza Commercial Premises Co -op. Soc. Ltd., situated on the Plot bearing CTS No. 1(part), village Oshiwara, Taluka Andhri, at New Link Road extension , Jogeshwari (West), S. No. 41, PL No. A – 26, Mumbai 400 102
	(a) Survey No.	CTS no. 1(part)
	(b) Door/House No. (in case of house property)	Shop No. 34
	(c) Extent/ area including plinth/ built up area in case of house property	555 sq. ft., Built up area
	(d) Locations like name of the place,	Village Oshiwara. Taluka Andheri, at New



	village, city, registration, sub-district etc. Boundaries.	Link Road extension, Jogeshwari West, Mumbai 400 102
4.	<p>a) Particulars of the documents scrutinized-serially and chronologically.</p> <p>b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note- Only originals or certified extracts from the registering/and/revenue/other authorities be examined.</p>	As per Annexure 1
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	No.
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, from 2002 onwards
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ finding in this regards.	Yes
	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 ?	Mumbai District
	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 ?	Mumbai, 1 to 5, Bandra, Bandra - 5 and Bandra - 6.
	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	No.



	documents in respect of the property in question ?	
8.	Chain of title 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.	As per Annexure 2.
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights. Leasehold Rights. Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership rights
10.	If leasehold, whether,	N.A.
	a) Lease Deed is duly stamped and registered	N.A.
	b) Lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable) ?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether,	N.A.
	Grant/agreement etc. provided for alienable rights to the mortgagor with or without conditions,	N.A.
	The mortgagor is competent to create charge on such property,	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.



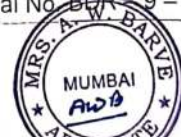
12.	If occupancy right, whether,	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N.A.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether,	N.A.
	a) The Gift/Settlement Deed is duly stamped and registered,	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses,	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee,	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by action,	N.A.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question,	N.A.
	f) Whether the Donee is in possession of the gifted property,	N.A.
	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,	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
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 creation 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	N.A.



	<p>law and the mortgagor has acquired a mortgagable title thereon,</p> <p>(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.</p> <p>(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 ?</p>	
16.	<p>Whether the title documents include any testamentary documents/ wills ?</p> <p>(a) In case of wills, whether the will is registered will or unregistered will ?</p>	No.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court ?	N.A.
	(c) Whether the property is mutated on the basis of will ?	N.A.
	(d) Whether the original will is available ?	N.A.
	(e) Whether the original death certificate of the testator is available ?	N.A.
	(f) What are the circumstances and/ or documents to establish the will in question is the last and final will of the testator ?	N.A.
17.	(a) Whether the property is subject to any wakf rights ?	N.A.
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties ?	N.A.
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage ?	N.A.
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.	N.A.
	(b) Please also comment on any other aspect which may adversely effect the	N.A.



	validity of security in such cases ?	
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust ?	N.A.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage ?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	N.A.
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.	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 ?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purpose or otherwise, whether requisite procedure followed/permission obtained.	N.A.
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 Regulation, Environmental Clearance, etc.)	N.A.
22.	(a) Whether the property is subject to any pending of proposed land acquisition proceedings?	No.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	No.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded ?	There are two Lis pendence Notices registered as per search report; (1) M/s RK Builders through Shri Kirtibhai S Patel with respect to CTS 1 (part) , Survey No. 41(part), in respect of Suit No. 9 of 2009 registered at document serial No. BCR 9 -



		8045/2009. (2) Shamshadbi Chhotumiya Shaikh and Samina Muniruddin Kazi with respect to CTS No. 1 & other rights in respect of Criminal Petition No. 922/2015, O. C. No. 2724/2015, S. C. Suit No. 514/2015, Short Cause Suit No. 1553/2015
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement ?	No, as MHADA has executed Lease Deed for the period of 99 years in favour of Oshiwara Link Shopping Centre Society Ltd on 03/02/2009 and the same is registered at serial No. BDR - 1 - 966/2009. The Lis Pendence Notice was registered on 25/08/2009 which is subsequent to the Lease Deed registered in favour of the Society The 2 nd notice is registered in the year 2015 which is subsequent to Lease Deed executed by MHADA in favour of Oshiwara Link Plaza Commercial Premises Co -op. Soc. Ltd.
	(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.	N.A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
	(b) Property belonging to partners, whether thrown on hotchpots ? Whether formalities for the same have been completed as per applicable laws ?	N.A.
	(c) Whether the person (s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
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.	N.A.
26.	In case of Societies, Association, the required authority/power to borrower and	N.A.



	whether the mortgage can be created and the requisite resolutions, bye-laws.	
27.	(a) Whether any POA is involved in the chain of title ?	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.	N.A.
	(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)	N.A.
	(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.	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? 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 ?	N.A.
	(f) Whether the POA was is 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 ?)	N.A.
	(g) Please unequivocal opinion on the enforceability and validity of the POA ?	N.A.



28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the power given therein and whether the same is property executed/stamped/authenticate in terms of the Law of the place, where it is executed.	N.A.
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following :</p> <p>(a) Promoter's/Land owner's title to the land/ building,</p> <p>(b) Development Agreement/Power of Attorney,</p> <p>(c) Extent of authority of the Developer/builder,</p> <p>(d) Independent title verification of the Land and / or building in question ,</p> <p>(e) Agreement for sale (duly registered),</p> <p>(f) Payment of proper stamp duly,</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc,</p> <p>(i) Conveyance in favour of Society/ Condominium concerned,</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession,</p> <p>(k) Membership details in the Society etc,</p> <p>(l) Share Certificates,</p> <p>(m) No Objection Letter from the Society,</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartment/Building Regulations, Development Control Regulations, Co-operative Societies 'Laws etc.</p> <p>(o) Requirements, for nothing the Bank charges on the records of the Society, if any ,</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any,</p>	<p>The land belongs to MHADA which has executed lease deed in favour of Oshiwara Link Shopping Centre Co -op. Society Ltd., which is registered at document serial No. BDR - 1 - 966/2009.</p> <p>N.A.</p> <p>N.A.</p> <p>No.</p> <p>No. Declaration of confirmation of execution of Agreement dated 18/08/2003 is registered.</p> <p>Yes.</p> <p>The Agreement for sale is required to be registered. The same is not registered but the Declaration of the Confirmation of execution of Agreement dated 18/08/2003 is registered.</p> <p>No document before us to verify</p> <p>No document before us, but in search there is entry of Lease deed in favour of society by MHADA.</p> <p>Not available for perusal.</p> <p>34.</p> <p>34.</p> <p>Is to be obtained.</p> <p>No objection letter from the MHADA and Oshiwara Link Plaza Commercial Premises Co -operative Society Ltd.</p> <p>The charge of the Bank is to be noted with Society.</p> <p>Building is constructed</p>



	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Approved plan was not available
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 document before us.
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.	1991 – 2020
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date if not paid, what remedy ?	Property tax bill for the year 2005 – 2006 is annexed to Declaration which does not show any arrears.
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.	N.A.
34.	Details of RTC extract/mutation extract/ Katha extracts pertaining to the property in question.	As per Search report annexed herewith
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records ?	Yes Declaration is registered. The name is reflected in the Society record.
36.	(a) Whether the property offered as security is clearly demarcated ? (b) Whether the demarcated/ partition of the property is legally valid ? (c) Whether the property has clear access as per document ?	Yes.
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 Available Not Available Not Available Electricity bill , Society maintenance bill.
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	N.A.



	as valuation report, utility bills, etc.) or the actual current boundary ? if so please elaborate/ comment on the same.	
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.	Valuation report & or sanction plan is not available.
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. The said property does not come under Section 31 of SERFESI Act, therefore if valid mortgage is created the Bank shall be able to enforce mortgage under the SERFESI Act.
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.	Original title deeds are <u>available</u> and are already deposited with State Bank of India.
43.	Whether the government law/ constitutional documents of the mortgager (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any safeguard the interest of Bank/ ensuring the perfection of security.	
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Rita Agarwal

Date: 20/07/2020

Place Mumbai

Barve
Mrs. A. W. Barve

Advocate

MRS. A. W. BARVE
ADVOCATE
Room No. 31, 2nd Floor,
Ida Mansion, Vaju Kotak Maru.



Certificate of Title

I have examined the Title Deeds intended to be deposited relating to the schedule property/ (ies) and offered as security by way of **Equitable Mortgage/Simple mortgage** and that the documents of title referred to in my Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage /Simple Mortgage is created , it will have to be registered alongwith taking on record the title deeds stated hereunder and I further certify that :

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Sub-Registrar (s) Office (s). I do not find anything adverse which would prevent the Title Holders from creating a valid mortgage.

4. There is no Mortgage / Charges/ encumbrances whatsoever, as could be seen from the Search report for the period from 1991 to 2020 pertaining to the said Shop covered by above said Title Deeds. I have been informed that the said property is mortgaged with State Bank of India.

5. If the Mortgage is extended, it will be available to the Bank for the Liability of the Intending Borrower, Visual Technologies India Pvt. Ltd.

8. I certify that Rita Agarwal., has an absolute, clear and Marketable title subject to charge in favour of State Bank of India , SMR. Noida, Setor 18 ,Uttar Pradesh, over the Shop and the said Mortgage would be enforceable.

9. In case of creation mortgage of shop by Deposit of title deeds, or simple mortgage , we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.

1.	Registration Receipt No. 4695 dated 29/05/2009 for Rs. 30,500.00 consisting of Rs. 30,000.00 towards registration charges and Rs. 500.00 towards copying & other charges.
2.	Declaration dated 27/05/2009 by Mrs. Rita Agarwal , the Purchaser /Declarant with respect to execution of Sale Deed dated 18/08/2003 with respect to Shop No. 34.
3.	Copy of Letter dated 16/10/2003 regarding regularization of the name of Mrs. Rita Agarwal in the record of MHADA by Estate Manager.
4.	Receipt for Rs. 3,01,750.00 towards stamp duty.
5.	Receipt For Rs. 1,000.00 towards penalty.
6.	Sale-Deed dated 18/08/2003 between Mr. Aadesh Shrivastav as the Seller and Mrs. Rita Agarwal as the Purchaser with respect to Shop No. 34, ground floor, in Oshiwara Link Plaza Commercial Premises Co-operative Society Ltd., at Oshiwara , MHADA Shopping Complex, Oshiwara Jogeshwari (West), Mumbai 400 102.
7.	Share Certificate No. 34 issued by Oshiwara Link Plaza Commercial Premises Co - op. Soc. Ltd., issued in the name of Aadesh Shrivastav and transferred in the name of Rita Agarwal on 31/10/2004.
8.	Recent maintenance bill
9.	No objection from the Oshiwara Link Plaza Commercial Premises Co-operative Society Ltd., to mortgage Shop No. 34 in favour of State Bank of India
10.	Index II in the name of Mrs. Rita Agarwal.

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



SCHEDULE OF THE PROPERTY (IES)

Shop No. 34, ground floor, adm. 555 sq. ft. Built up area, , in the Oshiwara Link Plaza Commercial Premises Co -op. Soc. Ltd., situated on the Plot bearing CTS No. 1(part), village Oshiwara, Taluka Andhri, at New Link Road extension , Jogeshwari (West), S. No. 41, PL No. A – 26, Mumbai 400 102

Place : Mumbai

Date: 20/07/2020

Barve Anagha

Mrs. A. W. Barve

Advocate

MRS. A. W. BARVE
ADVOCATE

Room No. 31, 2nd Floor,
Ida Mansion, Vaju Kotak Marg,
Ballard Estate, Mumbai - 400 001.

List of documents verified

Serial No.	Date	Name & nature of the documents	Original/Certified/certified Extract/Photo copy	In case of Copies whether originals are scrutinized by the Advocate
1.	29/05/2009	Registration Receipt No. 29/05/2009 for Rs. 30,500.00 consisting of Rs. 30,000.00 towards registration charges and Rs. 500.00 towards copying & other charges.	Xerox	No.
2.	27/05/2009	Declaration by Rita Agarwal regarding confirmation of execution of Sale Deed dated 18/08/2003 with respect to Shop 3, ground floor with Aadesh Srivastava. Declaration has following annexures:- i. Certificate by Oshiwara Link Plaza Commercial Premises Co -op Society Ltd., dated 01/09/2008 regarding details of building. ii. Certificate dated 01/09/2009 by Oshiwara Link Plaza Commercial Premises Co -op. Society Ltd., that Rita Agarwal is bonafide member of the Society. iii. Extract of property registered card of CTS No. 1. iv. Property tax Bill for period 2005 – 2006. v. Letter by Estate Manager , MHADA that name of Rita Agarwal is entered in their record with respect to shop No. 34. vi. Receipt for Rs. 3,01,750.00 towards stamp duty. vii. Receipt for Rs. 1,000.00 towards penalty. viii. Application under Abhay Yojana 2008. ix. Letter by Estate Manager , MHADA that name of Rita Agarwal is entered in their record with respect to shop No. 34. x. Sale Deed dated 18/08/2003 between Mr. Aadesh Shrivastav as the Seller and Rita Agarwal as Purchaser with respect to Shop No. 34, ground	Certified Copy	No.



		<p>floor, in the Oshiwara Link Plaza Commercial Premises Co -operative Society Ltd., at Oshiwara MHADA Shopping Complex, Oshiwara, Jogeshwari (West), Mumbai – 400 102 with receipt for Rs. 15,62,500.00 towards part payment.</p> <p>xi. Share Certificate No. 34 issued by Oshiwara Link Plaza Commercial Premises Co -op. Soc. Ltd. In the name of Aadesh Shrivastava and on 31/10/2004 transferred in the name of Rita Agarwal.</p>		
3.	08/02/2020	Electricity bill	Xerox	No.
4.	01/03/2020	Society maintenance bill	Xerox	No.
5.		Layout plan	Xerox	No.

Place: Mumbai

Date 20/07/2020

Barve Anaghe

Mrs. A. W. Barve

Advocate

MRS. A. W. BARVE
ADVOCATE

Room No. 31, 2nd Floor,
Ida Mansion, Vaju Kotak Marg,
Ballard Estate, Mumbai - 400 001.

Annexure – 2

Flow of title

1. The Shop No. 34 was allotted to Mr. Aadesh Shrivastava by MH& A. D. under tender basis by offer letter. And the possession was handed over to Mr. Aadesh Shrivastava on 01/06/2002.
2. The premises purchasers formed a Co –operative Society and registered the same under name of Oshiwara Link Plaza Commercial Premises Co –operative Society Ltd., bearing Registration No. MUM/MHADB/HSG/(TC)/12069 – 2003 – 04.
3. Mr. Aadesh Shrivastava was admitted as the member of the said Society but at the time of the transfer the Share Certificate was Not issued.
4. In the year 2003 Mrs. Rita Agarwal approached Mr. Aadesh Shrivastava with offer to purchase the said Shop No. 34 and Mr. Aadesh Shrivastava agreed to sell the said Shop No. 34 to Mrs. Rita Agarwal.
5. Agreement to Sale dated 18/08/2003 between Mr. Aadesh Shrivastav as the Seller and Mrs. Rita Agarwal as the Purchaser with respect to Shop No. 34 , ground floor, in the Oshiwara Link Plaza Commercial Premises Co -operative Society Ltd., at Oshiwara MHADA Shopping Complex, Oshiwara , Jogeshwari (West), Mumbai – 400 102 was executed on Rs. 50.00 stamp paper. The said Agreement remained to be registered.
6. On 16/10/2003 the Estate Manager of MHADA addressed letter to Rita Agarwal the Shop No. 34 is transferred in her name.
7. Mrs. Rita Agarwal was admitted as the member of the said Society . On 25/09/2004 the Oshiwara Link Plaza Commercial Premises Co –op. Soc. Ltd., issued Share Certificate No. 34 in the name of Mr. Aadesh Shrivastav and on 31/10/2004 the Share Certificate is transferred in the name of Mrs. Rita Agarwal.
8. The stamp duty on the Agreement of Rs. 3,01,750.00 and penalty of Rs. 1,000.00 was paid on 06/12/2008.
9. Mrs. Rita Agrwal on 27/05/2009 signed the Declaration wherein she had confirmed execution of the Agreement dated 18/08/2003 and the terms and conditions of the Agreement. The Deed of Declaration is registered with Sub Registrar of Assurances, Andheri – 2 at document serial No. BDR – 4 – 04686/2009.

Date: 20/07/2020

Place: Mumbai

Barve Anaghe

Mrs. A. W. Barve

Advocate

MRS. A. W. BARVE
ADVOCATE

Room No. 31, 2nd Floor,
Ida Mansion, Vaju Kotak Marg,
Ballard Estate, Mumbai - 400 001.



TO,
MRS. ANAGHA BARVE,
ADVOCATE, HIGH COURT,
MUMBAI.

Re: Shop No.34, being on the Ground floor, in
the Building known as "Oshiwara Link
Plaza Commercial Premises CSL", situated
at Village Oshiwara, Taluka- Andheri,
bearing Plot No.A-26, Survey No.41(part),
CTS No.1.


Admeasuring:-

SMT. RITA AGRAWAL.

Madam,

As per your instructions as per available records I have
taken the search of abovementioned property at Mumbai, Bandra,
Bandra-5, Bandra-6 & Bandra-7, Sub-Registrar Offices from year 1991
to 2020. (30 years).

While taking searches I have found documents
Registered/Indexed therein. Report is subject to available and torn
pages record. (Please see inside page). Manual Books of Index-II of
Intimation are not ready for search. Data entry of old record is in
process.


RAJENDRA H. GORE.
17TH JULY, 2020.