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6958/2
1004.

GIFT DEED

THIS DEED OF GIFT made and entered into at Mumbai on this 5th day of ^{AUGUST} ~~July~~ 2005, BETWEEN SHRI YOGESH NATWARLAL SHAH, Jain Adult, residing at Flat No. 7/5, Kirti Prakash, Shree Hind Co-operative Housing Society Ltd., (Vrindavan Complex), Chunabhatti (W), Sion, Mumbai 400 022, hereinafter called and referred to as the "DONOR" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) OF THE ONE PART AND SHRI. TEJAL YOGESH SHAH, Jain Adult, residing at Flat No. 7/5, Kirti Prakash, Shree Hind Co-operative Housing Society Ltd., (Vrindavan Complex), Chunnabhatti (W), Mumbai 400 022, hereinafter called and referred to as the "DONEE" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators and assigns) OF THE OTHER PART.

WHEREAS "Shree Hind Co-operative Housing Society Ltd.", is a Society duly registered, under the Maharashtra Co-operative Societies Act, bearing Registration No. BOM/HSG/4956 of 1976, situated at plot No. 23, N.S. Mankikar Marg, Chunabhatti (W), Sion, Mumbai - 400 022, plot bearing C.S. No.23, Sion Division, (hereinafter called and referred to as "the said Society" for brevity's sake).

For Thane Bharat Sahakari Bank Ltd.
 Authorized Signatory
Signature

Thane Bharat Sahakari Bank Ltd.
 Chakrapar Branch, Saffire Avenue
 Behind Sonal Sejal Jewellers
 M. G. Road, Parnwad, Chakrapar (E)
 Mumbai-400077
 D/S/TP/V/C R. 1005/02/05/235-238



STAMP DUTY MAHARASHTRA

28855
 103209
 AUG 03 2005
 R. 00693001-255232

Rupees Sixty Nine thousand three hundred Only

Sham...

AND WHEREAS SHRI YOGESH NATWARLAL SHAH is a self acquired Sole owner / member, of the said Society and holder of Share Certificate No. 67, containing five fully paid up shares of Rs.50/- (Rupees Fifty Only) each, bearing distinctive Nos. 331 to 335 (both inclusive) of the said Society (hereinafter called and referred to as "the said Share Certificate" and "the said shares" respectively) and as incidental to the ownership/ holding of the said shares is in use, occupation and possession or otherwise well and sufficiently entitled to flat No:7/5, Second floor, Shree Hind Co-op. Hsg., Soc. Ltd., (Vrindavan Complex), Chunabhatti (W), Sion, Mumbai 400 022, admeasuring about 985.45 Sq.ft. Carpet area, i.e 1183 Sq. ft. Built-up area, i.e 110 sq.mtrs Built-up area. (Hereinafter called and referred to as "the said flat").

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AND WHEREAS SHRI YOGESH NATWARLAL SHAH, has assured herein that there is no lien, encumbrances, mortgage, hypothecation or any other liability by whatever name called and of any nature whatsoever on the aforesaid Share Certificate, Shares, flat thereto and all his rights for dealing with the same in any manner as he may so desire are subsisting solely with him as he has, heretobefore, not parted with the same. Further, he has not availed of loan facility, from any authorities or taken any deposits or advances, from any third person/s whatsoever, in respect of, the said Share Certificate, Shares and Flat thereto, also he has not done or omitted to do any act, deed or thing whereby his rights to deal with the same in any manner as he may so desire are adversely affected and all his rights are subsisting solely with him.

AND WHEREAS SHRI YOGESH NATWARLAL SHAH, the "DONOR" herein, has out of love, respect and affection for his son, SHRI TELAL YOGESH SHAH the said "DONEE" herein and in pursuance thereof, SHRI. YOGESH NATWARLAL SHAH, has of his own freewill, without fraud, coercion or undue influence from anybody whomsoever and in full possession of his senses, freely and voluntarily on execution



Shahaji.

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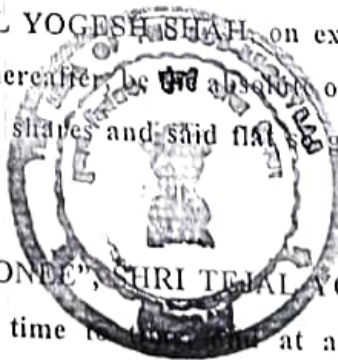
of these presents, handed over/given by way of Gift, all his rights, title and interests in the aforesaid share certificate, shares and said flat.

NOW THIS DEED OF GIFT WITNESSETH AS UNDER:

a) THAT in consideration of the natural love, respect and affection the said "DONOR", SHRI YOGESH NATWARLAL SHAH, bears towards his son, the said "DONEE", SHRI TEJAL YOGESH SHAH and in pursuance of his desire, the "DONOR" herein, has expressed, out of his own freewill, without fraud, coercion or undue influence from anybody whomsoever and in full possession of his senses, freely and voluntarily given, by way of Gift all his rights, title and interests in his self acquired Solely owned, Share Certificate No. 67, containing five fully paid up shares of Rs.50/- (Rupees Fifty Only) each, bearing distinctive Nos. 331 to 335 (both inclusive) of "Shree Hind Co-operative Housing Society Ltd." and as incidental to the ownership/holding of the said shares the use, occupation and possession of flat No:7/5, Second floor, Shree Hind Co-op. Hsg., Soc. Ltd. (Vrindavan Complex), Chunabhatti (W), Sion, Mumbai 400 022, admeasuring about 985.45 Sq.ft. Carpet area, i.e 1183 Sq. ft. Built-up area, i.e 110 sq.mtrs Built-up area, by handing over the afore said at Mumbai, to his son, SHRI TEJAL YOGESH SHAH, to hold the same unto the use of the said "DONEE", SHRI. TEJAL YOGESH SHAH his legal heirs, successors and administrators absolutely forever. The abovesaid "DONOR", SHRI YOGESH NATWARLAL SHAH, hereby declares that the said "DONEE", SHRI. TEJAL YOGESH SHAH on execution of these presents herein, shall hereafter be the absolute owner of the aforesaid share certificate, shares and said flat gifted to him.

b) AND THAT the said "DONEE", SHRI TEJAL YOGESH SHAH, shall and may from time to time at all times hereafter, hold, possess and enjoy, his interests absolutely in the said gifted share certificate, shares and the said flat. The

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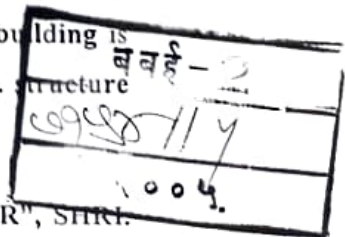
Shahji

"DONEE", SHRI. TEJAL YOGESH SHAH, shall hereafter, be liable and responsible for making payment/s of all society maintenance charges, statutory dues and abiding by the bye-laws of the said society for making use of the said share certificate, shares and said flat thereto, absolutely and exclusively for his purposes as he may desire, without any hindrance whatsoever by the said "DONOR", SHRI YOGESH NATWARLAL SHAH, his heirs or any person or persons claiming from or on behalf of him. The donor does hereby undertake to specifically maintain and make available clear title to the aforesaid Gift. Further, in the event of any claim arising any time here after on any account whatsoever, then he the DONOR herein undertakes to satisfy the same, if required, from his personal assets other than the Gift of the assets, herein made by him hereto before.

SCHEDULE OF PROPERTY

All his rights, title and interests in his self acquired Solely owned, Share Certificate No. 67, containing five fully paid up shares of Rs.50/- (Rupees Fifty Only) each, bearing distinctive Nos. 331 to 335 (both inclusive) of "Shree Hind Co-operative Housing Society Ltd." and as incidental to the ownership/holding of the said shares the use, occupation and possession of flat No:7/5, Second floor, plot No. 23, Shree Hind Co-op. Hsg., Soc. Ltd., (Vrindavan Complex), Chunabhatti (W), Sion, Mumbai 400 022, admeasuring about 985.45 Sq.ft. Carpet area, i.e 1183 Sq. ft. Built-up area, i.e 110 sq.mtrs Built-up area, having C.S. No. 23 of Sion division. The residential building is constructed in the year, 1973 and comprises of R.C.C. structure of Ground plus three floors without any H.Q.

IN WITNESS WHEREOF, the "DONOR", SHRI. YOGESH NATWARLAL SHAH, has hereunto set and subscribed his consent for having executed this Deed of Gift, which has been accepted by the said "DONEE", SHRI. TEJAL



YOGESH SHAH, who has also subscribed his consent vide his having executed these presents herein.

SIGNED THIS DEED OF GIFT accordingly in token of grant and acceptance thereof, this day, month and the year first hereinabove mentioned.

SIGNED AND DELIVERED)

BY THE WITHINNAMED)

"DONOR" SHRI YOGESH)

Shri Y. N.

NATWARLAL SHAH)

IN THE PRESENCE OF:)

1. *Hemendra B. Shah*
(Hemendra B. Shah)
2. *Ramesh N. Bhatani*
(Ramesh N. Bhatani)

SIGNED AND DELIVERED)

BY THE WITHINNAMED)

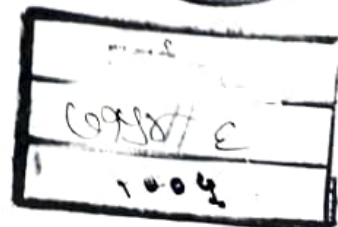
"DONEE" SHRI TEJAL)

Tejal

YOGESH SHAH)

IN THE PRESENCE OF)

1. *Ramesh N. Bhatani*
(Ramesh N. Bhatani)
2. *Hemendra B. Shah*
(Hemendra B. Shah)



SHREE HIND CO-OPERATIVE HOUSING SOCIETY LIMITED

[REGD. NO. BOM/HSG/4956 OF 1976]

PLOT NO. 23, N. S. MANKIKAR MARG, SION (EAST), MUMBAI - 400 022. • TEL. : 2401 7692

Vinod Z. Vasa
President

Jekishan G. Bhatia
Chairman

Nakul J. Doshi
Secretary

Dr. Madhu K. Thakker
Secretary

Jitendra P. Shah
Treasurer

Mg. Comm. Members

Navin C. Doshi

Ramesh N. Mehta

Narendra C. Shah

Dr. Prashant B. Kankaria

Himanshu G. Mehta

15-7-2005

TO WHOM SO EVER IT MAY CONCERN

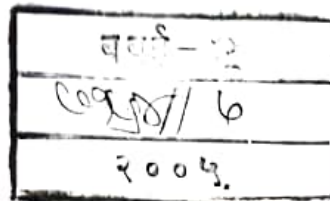
This is to certify that Shri. YOGESH N. SHAH is a bonafide member of the society residing at Flat No: 5, Building No:7, known as "KIRTI PRAKASH", situated at Shree Hind Co-operative Housing Society Ltd, 23, N.S.Mankikar Marg, Chunabhatti- Mumbai-400 022 and is holding Share Certificate No:67, Distinctive No: 331to 335.

The Carpet Area of the flat is 985.45 Sq. Ft. The above building was constructed in the year 1973. The said building has Ground + 3 upper floors and there is No lift in the said building. The C.S.No: of the society is 23.

For Shree Hind Co-operative Housing Society Ltd.

Nofal Doshi

(Hon. Secretary).



व. नं. सु-३०.००.०००-१००१००१-बीएच. - वि (माघ) ७३० (मिळा)

नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,
महाराष्ट्र राज्य

मनुना म. को. नि. ६
[नियम ११२ पहा]

चलन क्रमांक

या ठिकाणी कोषागारत / उपकोषागारत भरण्यात आलेल्या रोज्य रकमेचे चलन
~~आपली कोषागारत / भारतीय रिझर्व बँकेकडून~~ **मु. व. ६**

प्रधानमंत्री : ००३० मुद्रांक व नोंदणी फी

३० दिवस ६१०२०९२००६

भरणा करणाऱ्याचे भरणाबाबे	विभागीय अधिकाऱ्याने किंवा कोषागाराने भरणाबाबे	कोषागाराने / उपकोषागाराने / भारतीय रिझर्व बँकेने / भारतीय स्टेट बँकेने / हेद्राबाद स्टेट बँकेने भरणाबाबे
किट्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव / पत्तानम आणि पत्ता Tejal Yashish Shuk. 7/5 Kirti Parkash. Shree Hind CHS. Ltd. Chennai, C. H. S. N. Muni-22	लेखाबाबे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानमंत्री : ००३० मुद्रांक व नोंदणी फी उपप्रधानमंत्री : ०३ नोंदणी फी गौणमंत्री : १०४ रस्तऐवजच्या नोंदणीसाठी फी सर्वसाधारण वसुली	रक्कम मिळाली. रुपये (आर्केड्यात) रुपये (अक्षरी)
भरणा करणाऱ्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करणाऱ्याचे उद्देश दस्तऐवज नोंदणी फी Recd. Fee.	संगणक संकेतांक 0 0 3 0 0 1 5 2 0 0 बरोबर आहे, पैसे स्विकारले व पावती घावी. दिनांक: ३/८/०५	कोषागार / उपकोषागार / भारतीय रिझर्व बँक / भारतीय स्टेट बँक / हेद्राबाद स्टेट बँक / इतर कोषागार / इतर बँका
भरणा केलेली रक्कम रुपये 30000/- (अक्षरी) रुपये Thirty thousand only. भरणा करणाऱ्याचे स्वाक्षरी K.P. Patil. दिनांक 3/8/05	दिनांक: 3 AUG 2005 नक्षत्र गण्य रु.मा. ३३०००० दिनांक: ३/८/०५	कोषागार / उपकोषागार / भारतीय रिझर्व बँक / भारतीय स्टेट बँक / हेद्राबाद स्टेट बँक / इतर कोषागार / इतर बँका

* येथे कोषागारत / वेकत रक्कम भरणा करणारे सुसंस्थित सुसंस्थित अधिकार्यांना तशी शिक्का उतवावा.

मुद्रांक शिक्का



३००६
३/८/०५

05/08/2005

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

दस्त क्र 7154/2005

12:48:50 pm

मुंबई शहर 2 (वरळी)

90

दस्त क्रमांक : 7154/2005

दस्ताचा प्रकार : दान

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: तेजल योगेश शाह
पत्ता: घर/फ्लॅट नं: 7/5
गल्ली/रस्ता:
ईमारतीचे नाव: किर्ती प्रकाश
ईमारत नं:
पेट/वसाहत: वृंदावन कॉम्प्लेक्स पुनामट्टी
शहर/गाव: मुं
तालुका:
पिन: 22
पॅन नम्बर: -

लिहून घेणार

वय 31

सही



2 नाव: योगेश नटवरलाल शाह
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे
गल्ली/रस्ता:
ईमारतीचे नाव:
ईमारत नं:
पेट/वसाहत:
शहर/गाव:
तालुका:
पिन: -
पॅन नम्बर: -

लिहून देणार

वय 63

सही



सह दुय्यम निबंधक
मुंबई शहर क्र. २.



Memorandum of the transfers of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To whom transferred	Share Regr. No. (New)
13 th April '06	336 Tr.	67 For Shree MIND Co-operative Housing Society Ltd N. K. D. D. Mem. Secretary,	Shri. Tejal Yogesh Shukh <i>(Signature)</i> Member. <i>(Signature)</i> Chairman	336 Tr.

Chairman

Hon. Secretary

Committee Member

SUCHARITA PATRA
Advocate, High Court, Bombay,

Off:
Room No. 10/12, Prakash Chamber
77, Nagindas Master Road,
Fort, Mumbai- 400 023.

Res:
Flat No.B-2201, "Rushi Height",
Riddhi Garden, Film City Road
Goregaon (East), Mumbai
email: advsucharita@gmail.com
Mobile : 09322927345

Date: 25.10.2019

TITLE REPORT

1. NAME AND ADDRESS OF THE BRANCH

TO WHOM THE TITLE REPORT IS GIVEN :

Union Bank of India,
M.S.Marg Branch.

2. NAME OF THE ACCOUNT AND DETAILS.

M/s. Joy Steel Impex

NAME OF THE PROPERTY OWNER :

Mr Tejal Shah

3. FULL DESCRIPTION OF THE
PROPERTY :

3.1 Nature of the property :

Flat No. 5, Building No. 7 on the 2nd floor, admeasuring an area of 985 .45 Sq. ft carpet area i.e 1183 Sq. ft built up area , i.e 110 Sq.mtr built up area , building known as Kirti Prakash Shree Hind Co-op. Hsg Society Ltd (Vrindavan Complex), Chunabhatti (West), Sion, Mumbai- 400022 having C.S No. 23 of Sion Division , Plot No. 23 , within the jurisdiction of Brihanmumbai Municipal Corporation and within the jurisdiction of the registration Dist and sub Dist of Mumbai City.

3.2	(i)	C S No.	: 23
	(ii)	Hissa No.	:---
	(iii)	Plot No.	:---
	(iv)	City Survey No.	:---
	(v)	Khasra No.	:---
	(vi)	Patta No.	:---
	(vii)	Khata No.	:---
	(viii)	Plot No.	:23

3.3 Number /Identification details

as per building map/plan : Flat No. 5, Building No. 7 on the 2nd floor, admeasuring an area of 985 .45 Sq. ft carpet area i.e 1183 Sq. ft built up area , i.e 110 Sq.mtr built up area , building known as Kirti Prakash Shree Hind Co-op. Hsg Society Ltd (Vrindavan Complex), Chunabhatti (West), Sion, Mumbai- 400022



having C.S No. 23 of Sion Division , Plot No. 23 , within the jurisdiction of Brihanmumbai Municipal Corporation and within the jurisdiction of the registration Dist and sub Dist of Mumbai City.

3. 4. Nature of ownership : Absolute Owner

(4) Tracing of Title:

Flat No. 5, Builind No. 7 on the 2nd floor , admeasuring an area of 985 .45 Sq. ft carpet area i.e 1183 Sq. ft built up area , i.e 110 Sq.mtr built up area , building known as Kirti Prakash Shree Hind Co-op. Hsg Society Ltd (Vrindavan Complex) , Chunabhatti (West) , Sion , Mumbai- 400022 having C.S No. 23 of Sion Division , Plot No. 23 , within the jurisdiction of Brihanmumbai Municipal Corporation and within the jurisdiction of the registration Dist and sub Dist of Mumbai City was originally belonged to Mr. Yogesh Natwarlal Shah by virtue of Shri. Shasahikant Nagardas Dhurva and Mrs. Nirmala Nautam Shah.

A regd. Co-op. Hsg society has been formed for the said building known as Shree Hind Co-op. Hsg Society Ltd . The said society is registered under the Maharashtra Co-op. Societies Act, 1960. After the formation of the said society, the share certificate No. 67 has been issued by the society . He was the sole owner of the said property and became the bonafide member of the said society.

Being the absolute owner of the said flat Mr. Yogesh Natwarlal Shah had gifted the said flat in the name of Mr Tejal Shah vide Regd. Gift Deed No. BBE-2-7154/2005 dated 5.8.2005. On the strength of the said Regd. Gift deed , the society had transferred the share certificate in the name of Mr Tejal Shah .

In the circumstances Mr. Tejal Shah is having valid, marketable title over the said flat.

5. Title deeds and documents details

under which Ownership is acquired :

1. Agreement Dated 05/12/1974 executed by Shri. Shasahikant Nagardas Dhurva and Mrs. Nirmala Nautam Shah in the name of Mr. Yogesh Natwarlal Shah
2. Regd. Gift Deed No. BBE-2-7154/2005 dated 5.8.2005 executed by Mr. Yogesh Natwarlal Shah in the name of Mr Tejal Shah

6. List of encumbrances: This property is mortgaged with

Union bank of India

7. View of encumbrances: This property is mortgaged with

Union bank of India

8. Regulatory Issues :

- (1) The Property is not affected by Land Ceiling Law.

Handwritten signature
ATE SUCHARITA

- (2) The Property is not affected by land fragmentation Law.
 (3) The Property is not affected by forest law.
 (4) The Property is not affected by Planning Law.
 (5) The Property is not affected by Urban Land Ceiling Law.
 (6) The Property is not affected by rent restriction/ control law.
 (7) The Property is not affected by user restrictions under Municipal/revenue Law.
 (8) The Property is also not affected by any other regulatory issue relating to property such as requirement of permission from Development authority under law relating to industrial parks.

9. **List of documents/deeds provided to the Advocate and perused by him :**

1. Original Regd. Gift Deed No. BBE-2-7154/2005 dated 5.8.2005 executed by Mr. Yogesh Natwarlal Shah in the name of Mr Tejal Shah

10. **List of documents found out, while examining the deeds as above and in the search in the Offices of Registrar/revenue Authorities affecting the property Examined**

: Nil

11. **List of further documents called for , examined and perused**

: Nil

12. **Whether the documents examined are fully stamped as per the Stamp Act.**

: Yes

13. **Whether the Registration endorsements are in order**

: Yes

14. **Certificate of examination**

:

In the aforesaid circumstances, I certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious.

15. **Certificate of title**

I have scrutinized the documents sent to me and the search taken by me in the office of Sub-Registrar of Assurance at Mumbai, for the period of 30 year from 1990- 2019 and as per available record the property in question is belonged to Mr Tejal Shah and the charges of Union bank of India found registered against the said property . Equitable mortgage has been created in respect to this property. As on today, there is no minor's ownership right in the said property.



In the above circumstances I am of the opinion that Bank can go for the extension of the equitable mortgage of this property and the right of the Bank as mortgagee shall not be affected in the eventuality of taking possession of the property or otherwise enforcing the mortgage.

16. List of documents to be Deposited for creating the mortgage:

1. Original Deed of Gift deed no. BBE-2-7154/2005 dated 05/08/2005 executed between Shri. Yogesh Natwarlal Shah as the Donor and Shri. Tejal Yogesh Shah as the Donee.
2. Original Agreement Dated 05/12/1974 between Shri. Shasahikant Nagardas Dhurva and Mrs. Nirmala Nautam Shah and Shri Yogesh Natwarlal Shah.
3. Original Stamp Duty paid receipt dated 03/08/2005 for Rs. 69,300/- in the name of Shri Tejal Yogesh Shah by the Bank.
4. Original Registration receipt No.BBE2-07154-2005 dated 05/08/2005 in the name of Shri Tejal Yogesh Shah issued by the Sub-Registrar's office.
5. Original Declaration from Borrower
6. NOC Dated 06/05/2007 issued by Shri Hind Co-operative Housing Society Ltd. for Mortgage of Flat.
7. Original Share Certificate No.67 dated 16/02/1977 issued and duly endorsed in favour of Shri Tejal Yogesh Shah as on 13/04/2006.
8. Lien confirmation letter from the society

17. Any other suggestion or advise

to protect the security interest of the Bank : Nil



(Sucharita Patra)
Advocate

SEARCH REPORT

I have taken out the search in the office of the Sub- Registrar, Assurance Mumbai, in respect of Flat No. 5, Building No. 7 on the 2nd floor, admeasuring an area of 985 .45 Sq. ft carpet area i.e 1183 Sq. ft built up area, i.e 110 Sq.mtr built up area, building known as Kirti Prakash Shree Hind Co-op. Hsg Society Ltd (Vrindavan Complex), Chunabhatti (West), Sion, Mumbai- 400022 having C.S No. 23 of Sion Division, Plot No. 23, within the jurisdiction of Brihanmumbai Municipal Corporation and within the jurisdiction of the registration Dist and sub Dist of Mumbai City. During the course of the search I found the following entries:

1990-1991	..	Nil
1991-1992	..	Nil
1992-1993	..	Nil
1993-1994	..	Nil
1994-1995	..	Nil
1995-1996	..	Nil
1996-1997	..	Nil
1997-1998	..	Nil
1998-1999	..	Nil
1999-2000	..	Nil
2000-2001	..	Nil
2001-2002	..	Nil
2002-2003	..	Nil
2003-2004	..	Nil
2004-2005	..	Nil
2005-2006	..	Deed of Gift deed no. BBE-2-7154/2005 dated 05/08/2005 executed between Shri. Yogesh Natwarlal Shah as the Donor and Shri. Tejal Yogesh Shah as the Donee.
2006-2007	..	Nil
2007-2008	..	Nil
2008-2009	..	Nil
2009-2010	...	Nil
2010-2011	...	Nil



2011-2012	..	Nil
2012-2013	..	Nil
2013-2014	..	Nil
2014-2015	..	Nil
2015-2016	..	Nil
2016- 2017	..	Nil
2017-2018	..	Nil
2018-2019	..	Equitable mortgage created in favour of Union bank of India
2019-	..	Nil

This report is subject to the torn and non availability of some Index-II in the registration office.



 (Sucharita Patra)

Advocate

SUCHARITA PATRA

Advocate, High Court, Bombay,

Off:

Room No. 10/18, 2nd floor,
Prakash Chamber
77, Nagindas Master Road,
Fort, Mumbai- 400 023.

Res:

Flat No.B-2201, "Rushi Height",
Riddhi Garden, Film City Road
Goregaon (East), Mumbai-400097
Mobile : 09322927345

Email: advsucharita@gmail.com

Date: 5.11.2019

To

The Asst. General Manager,
Union Bank of India,
M.S.Marg Branch,
Mumbai.

Sub: GENUINE CERTIFICATE IN THE ACCOUNT OF M/S Joy Steel Impex

DESCRIPTION OF THE PROPERTY: Flat No. 5, Building No. 7 on the 2nd floor, admeasuring an area of 985 .45 Sq. ft carpet area i.e 1183 Sq. ft built up area, i.e 110 Sq.mtr built up area, building known as Kirti Prakash Shree Hind Co-op. Hsg Society Ltd (Vrindavan Complex), Chunabhatti (West), Sion, Mumbai- 400022 having C.S No. 23 of Sion Division, Plot No. 23, within the jurisdiction of Brihanmumbai Municipal Corporation and within the jurisdiction of the registration Dist and sub Dist of Mumbai City.

Sir,

I have verified the original title deeds in respect to the above mentioned property I found that as per available record the property being Flat No. 5, Building No. 7 on the 2nd floor, admeasuring an area of 985 .45 Sq. ft carpet area i.e 1183 Sq. ft built up area, i.e 110 Sq.mtr built up area, building known as Kirti Prakash Shree Hind Co-op. Hsg Society Ltd (Vrindavan Complex), Chunabhatti (West), Sion, Mumbai- 400022 having C.S No. 23 of Sion Division, Plot No. 23, within the jurisdiction of Brihanmumbai Municipal Corporation and within the jurisdiction of the registration Dist and sub Dist of Mumbai City. I compare the original title deeds along with the certificated copies and found that the documents are all genuine and authentic but not bogus and the same will satisfy the requirements of creation of a valid mortgage infavour of the Bank.

Yours faithfully,

(Sucharita Patra)

Advocate



Flat No. 07/05

SHREE HIND CO-OP HOUSING SOCIETY LIMITED

[REGD. NO. BOM/HSG/4956 OF 1976]

Plot no. 23, N. S. Mankikar Marg, Sion (East), Mumbai- 400 022 Tel: 24017692; email - vrindavans@gmail.com

BILL for Apr-2016 to Jun-2016

Bill No.	2016-2017/Q1/061	Bill Date	29 August 2016	Due Date	15 September 2016		
Name of the Member	1. Shri Tejal Yogesh Shah						
	2.						
	3.						
Name of Associate Member					Email joyssteel@rediffmail.com		
Building No.	07	Flat No.	05	Intercom	0705	Carpet Area in sq. ft. (Note 4)	839.28
Sr No.	Particulars				Principal	Interest	
1	Municipal Taxes				815.00	0.00	
2	Water Charges (At Rs. 12 per sq. ft. per year)				2,517.84	0.00	
3	Contribution to Sinking Fund (At Rs. 9 per sq. ft. per year)				1,888.38	0.00	
4	Contribution to Repair and Maintenance Fund (At Rs. 12 per sq. ft. per year)				2,517.84	0.00	
5	Contribution to Road Maintenance Fund	4W/2W	2/0	Amt	900/0	900.00	0.00
6	Service Charges (Society) (Rs. 12,000 per flat per year)				3,000.00	0.00	
7	Service Charges (Building) (Rs. 5,800.00 Per flat per year)				1,450.00	0.00	
8	Insurance and Lease Rent				75.54	0.00	
9	Additional Contribution towards Repairs				0.00	0.00	
10	Interest on Delayed Payment Charges (Simple @ 21% p.a.) (Refer Note No. 2 below)				0.00	330.00	
	Sub Total				13,164.60	330.00	
					Previous Outstanding / (Credit)	0.00	0.00
	Total				13,165.00	330.00	

Grand Total

CHEQUE AMOUNT 13,495

Notes:	<ol style="list-style-type: none">The Payment should be made by Account Payee Cheque by due date in favour of the Society.Simple Interest @ 21% will be charged after Due Date. Interest charged above pertains to Previous Quarter.The above bill does not include outstanding in respect of balance outstanding to the building association as on 01-04-2004 in respect of which and to the extent their balance sheet is yet to be incorporated in the society's balance sheet.The carpet area in sq. ft. is as per society records as at present. The verification of the data relating to flat area is under process and may undergo correction upon verification / validation with the municipal records.
--------	--

E. & O. E.

FOR SHREE HIND CO-OP HOUSING SOCIETY LIMITED

Treasurer

In case you wish to make the payment **directly** in the bank – the Details are as under:

ACCOUNT NAME	SHREE HIND CO-OP HOUSING SOCIETY LIMITED
ACCOUNT NUMBER	09160100005633
ACCOUNT TYPE	SAVINGS
MICR CODE	400012018
IFSC CODE	BARB0CHUNAB

Kindly intimate the society with evidence if you have made the payment directly.

- If you need any clarification about above bill or interest calculation, you may send an email to Kaushik Engineer kaushik_engineer@hotmail.com who is looking after the accounts of the society with a copy of mail marked to vrindavans@gmail.com. He is also normally available in the Society office on Fridays from 12 Noon to 2 PM, in case you wish to speak to him.



महाराष्ट्र

1726

Mrs. N. N. Shah

15 JUL 1974

श्री. श्री. काशीदास.

दोस्त/दीर्घमि/संघी

कोष खातेवर हस्ताक्षर

THIS AGREEMENT made and entered into at Bombay this 5th day of December 1974 between (1) Shri Shashikant Nagardas Dhruva and (2) Mrs. Nirmala Nautam Shah both of Bombay Indian Inhabitant hereinafter referred to as "THE PARTY OF THE ONE PART" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the One Part and Shri Yogesh Natverlal Shah of Bombay Indian Inhabitants hereinafter referred to as "THE PARTY OF THE OTHER PART" (which expression shall unless repugnant to the context or meaning thereof mean and include his respective heirs, executors, administrators and assigns) of the Other Part;

WHEREAS one Hind Co-operative Housing Society Ltd. having its registered office at Reliance Building, 3rd floor Dr. D. N. Road, Bombay-1, a Plot Owners' Society (hereinafter referred to as the said Society) was allotted by the Government of Maharashtra a piece or parcel of land admeasuring about 21657 sq. yds. equivalent to 18275 sq. metres or thereabouts on lease for a period of 99 years commencing from 18th September 1953,

AND WHEREAS the said Society has sub-divided the said entire poece of land into 18 plots and has also divided each of the said 18 plots into two parts and has allotted each plot to two members part known as "A" to one member and part known as "B" to another member with a clear demarcation of the boundary line of each part ;

Handwritten signatures and initials on the left margin.



महाराष्ट्र

1711

Mrs. N.N. Shah

श्री. नर्मदा शाह.

15 JUL 1974

महाराष्ट्र शासन

-2-

AND WHEREAS such two members for all purposes were and are considered to be the co-owners for each of such plot allotted by the said society to such members.

AND WHEREAS one Thakorebhai Gokalbhai Bhakta (hereinafter referred to as the said Thakorbhai) was entitled to Part A of the Plot No.7 of C.S. No.23 of Sion Division more particularly described in the Schedule hereunder written ;

AND WHEREAS by an agreement dated 25th August 1973 between the said Thakorebhai of the One Part and One Shashikant Nagardas Dhruva (hereinafter referred as the said Shashikant) of the other part the said Shashikant agreed to acquire from the said Thakorbhai and the said Thakorebhai agreed for absolute sole, transfer and assignment of his respective right, title and interest in the said part "A" of Plot No.7 more particularly described in the Schedule hereunder written together with 5 shares of the said Society bearing Nos.291 to 295.

AND WHEREAS under the said agreement dated 25th August 1973 the said Shashikant was put into possession of the said part A of Plot No.7.

AND WHEREAS Mrs. Nirmala Nautam Shah (hereinafter referred to as the said Mrs.Nirmala) is entitled to Part B of Plot No.7 of C.S.No.23 of Sion Division more particularly described in the schedule hereunder written and the said Mrs.Nirmala is a

3. The party of the Other Part agrees to pay the said sum of Rs.70,000/- in the following instalments to the party of the other part ;

- (i) Rs.5,000.00 Received by Cheque on 31.12.1973
- (ii) Rs.30,000.00 Received by cheque on 11.9.1974
- (iii) Rs.35,000.00 To be paid at the time of or before possession

Time for payment of each of the aforesaid instalments, being of essence. The aforesaid amount of Rs.70,000.00 represents land price, construction cost, architectural fees, supervision charges and other incidental charges and expenses. The party of the Other Part hereby declares that he has agreed to contribute the aforesaid amount and it is considered by the Party of the Other Part as reasonable and proper and the same will be appropriated by the Party of the One Part towards the construction costs etc. as aforesaid and the Party of the Other Part shall not be entitled to claim any refund.

4. The said flat No.5 on 2nd floor of the said building known as "KIRTI PRAKASH" is allotted to the Purchasers and after the Party of the Other Part is put into possession thereof the same remain in exclusive and irrevocable possession of the Purchasers without any interference from anyone.

5. The party of the Other Part hereby declares that he shall be a member of the said Society as required by the said Society under its regulations and bye-laws and shall observe all the rules, regulations and bye-laws of the society as also the provision of Maharashtra Co-operative Societies Act and in respect thereof to take all steps and the Party of the One Part agrees to give all co-operation to the Party of the Other Part in respect thereof.

6. The Party of the One Part has constructed or is constructing two garages on the ground floor of the said plot and shall be entitled to give the same on rental basis on such terms and conditions as the party of the One Part may deem fit and to such person or persons as they deem fit and Party of the Other Part can raise no objection to the same. The party of the Other Part and other co-owners shall however be entitled to the rent thereof and the tenants of the said garages shall be tenants of the co-owners.

7. The parties hereto specifically agree that the Party of the Other Part shall have an uninterrupted right to transfer his undivided shares, right, title and interest either by way of sale, gift or otherwise after he has been put into possession of the said flat.

8. The Parties hereto agree that they shall do and execute or cause to be done or executed all such further acts, deeds, things, matter and assurances in law whatever may be necessary at the costs of the Party of the Other Part.

9. The said society has by its resolution dated 12th Dec. 1973 decided that each of the flat holders other than the members of the society has to pay a sum of Rs.1000/- as development contribution and the society will entroll them as nominal members. The party of the other part shall pay theaforesaid sum of Rs.1,000/- or such sum as might be decided by the said society with the said society towards development charges.

10. The party of the other part shall before taking possession of the said flat keep with the Party of the One Part or with the said society Rs.750/- deposited without interest as security for due payment of proportionate outgoing expenses payable by him in respect of the Municipal taxes, maintenance charges, society charges and other contribution.

11. The Party of the other part shall bear and pay the part of all of the taxes, maintenance charges, ground rent, water charges, electric charges, society charges and other dues and duties in respect of the said plot and thesaid building after the party of the Other part is put into possession of the said flat.

12. The party of the Other Part hereby agrees to observe and perform all the rules and regulations which the said society may adopt from time to time at all times for protection, maintenance and observance and confirming to the building rules and municipal bye-laws and regulations in force and modifications and or alterations and/or additions thereof.

13. The Party of the Other Part shall maintain at his costs the block agreed to be acquired by him in good conditions state and in order and shall observe all bye-laws, reules and regulations of the Government, Bombay Municipal Corporation, B.E.S.T. Undertaking or any persons or local bodies and shall answer and be responsible for all actions or ~~ax~~ any of the conditions or rules and bye-laws and shall observe and perform all the terms and conditions containd in this agreement.

14. The party of the Other part hereby agrees to pay all amounts payable under the terms of this agreement as and when they become due and payable by him and in this respect the time being the essence of the agreement. Further the Party of the One Part is not bound to given notice requirng such payment and failure thereof shall not be treated as an excuss for non-payment of any amount or amounts on the respective due.

15. The Party of the Other Part shall have no demand of partition of his interest in the said property and/or the said premisses it being agreed and declared that his interest in the said property is impartible.

16. The building shall always bear name "KIRTI PRAKASH" Apartments and the same shall not be changed without written permission of the Party of the one part or their heirs, executors and assigns.

17. The party of the Other Part shall use the said flat for residence only. Party of the Other Part shall not alter or make structural changes in the said flat without the written permission of Bombay Municipal Corporation nor shall he use any additional F.S.I. in making such structural changes without written permission of party of the one part.

18. On execution of this Agreement the Party of the Other Part shall pay to the party of the one part a sum of Rs.250/- for and towards the professional costs of the Attorneys of the party of the One Part payable to him exclusive of Stamp Duty, registration charges and other out of pocket expenses which shall also be proportionately paid by the party of the other part in addition thereto.

IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERED TO

ALL THAT piece or parcel of land situate and lying and being at Sion Suncan Causeway belonging to the said Hind Co-op. Housing Society Limited bearing portion A and B of the Plot No.7 admeasuring 595 sq.yds. i.e. 497.5 sq. meters.

SIGNED AND DELIVERED BY the)
withinnamed SHASHIKANT NAGARDAS)
DHURVA in the presence of.....)

[Handwritten signature]
[Handwritten initials]

SIGNED AND DELIVERED BY the)
withinnamed MRS.NIRMALA)
NAUTAM SHAH in the presence of)

[Handwritten signature]

SIGNED AND DELIVERED BY the)
withinnamed YOGESH NATVERLAL)
SHAH in the presence of.....)

[Handwritten signature]

RECEIVED of and from the withinnamed)
purchaser a total sum of Rs.35,000/-)
(Rupees Thirty five thousand only) the)
amount payable on or before execution)
herefore.)

Rs.35,000/-

Witness:

WE SAY RECEIVED

[Handwritten signature]

[Handwritten signature]

[Handwritten initials]

[Handwritten initials]

EXHIBIT "A"

1. TILES:

- (a) Mozaic Tiles completely laid and polished will be fixed in all rooms and pasages.
- (b) All toilet units will have white glazed tiled as flooring and dado window sills.
- (c) All bathrooms will have polished laddie as flooring and dada upto window sill of white glase.
- (d) Mozaic tiles will be provided in the kitchen.
- (e) All lavatory will have white glazed tiles as flooring and dado upto 2 ft. of the same.

2. KITCHEN:

- (a) R.C.C. Cooking platform will be provided.
- (b) There will be one paniara and mori with white glazed tiles.

3. W.C. AND BATHROOMS:

- (a) Indian Type (water coller) will be provided.
- (b) There will be one water tap, one shower bath in each bathroom.
- (c) There will be one wash basin in passage.

4. DOORS AND WINDOWS:

The frames of the doors and windows will be made of good quality Indian Teakwood, all the doors shall be of C.P. teakwood duly oil painted on both sides.

- (b) The main entrance door will be 1½" solid thick flush door with one glass peep hole with one hold up and one handle.
- (c) All interanal doors shall have one Tadi two handles of Aluminium.

5. ELECTRICITY:

- (a) There will be one light point, one plug point, one fan point in each room.
- (b) There will be one light point in the passage, bathroom and W.C.
- (c) There will be separate meters for each flat.
- (d) There will be one bell point with bell in each flat.
- (e) There will be one light point and flug point in each kitchen
- (f) All electric wiring will be open type wiring.
- (g) One goyzer in each flat will be provided.

6. GENERAL:

- (a) Fan Hooks will be provided in all rooms
- (b) There will be paving in the compound after leaving some space for gardening.
- (c) R.C.C. Storage tank will be provided underground and above the terrace with two electric pumps as per Bombay Municipal Corporation rules.

msk

sp

AUTHORIZED SIGNATORY

Union Bank of India Works
Sanctuary Marg Branch, Mumbai
& Development
Department File Number 400073
D. S. S. P. V. R. 10000304/2105-07

भारत 16006
127301

Specimen
Adhesive
महाराष्ट्र
APR 28 2007



12:25

ANNEXURE R. 0000 100/-PB5062

INDIA STAMP DUTY MAHARASHTRA

DECLARATION

I, SHRI TEJAL YOGESH SHAH, Indian Inhabitant, residing at: Flat No. 7/5, second floor, Shree Hind Co-op. Hsg. Soc. Ltd., (Virmdavan Complex) Chunabhatti (w.), Sion, Mumbai 400 022 do hereby solemnly and sincerely declare and say as follows:

1. I am the sole and absolute owners of the property being Flat admeasuring 985.45 Sq. Ft. carpet area, i.e. 1183 Sq. Ft. Built up area, being Flat No. 7/5, Second Floor, Shree Hind Co-Op. Hsg. Soc. Ltd., (Virmdavan Complex) Chunabhatti (W), Sion, Mumbai 400 022 constructed on all that pieces and parcels of land having C. S. No. 23 of Sion Division and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said property") and no other person has any share, right, title or interest of any kind or nature whatsoever in the said property.
2. I say that I am entitled to deal with the said property as I like.
3. I declare that I have not created any mortgage, charge or encumbrance of any kind or nature whatsoever on or in respect of the said property. I further declare that the said property is free from all encumbrances, claims or demands of any kind or nature whatsoever. I further declare that no adverse claim of any kind exists against the said property. I say that I have not received any notice of any intended or compulsory acquisition of the said property or any notice that the said property is reserved for any particular purpose.
4. I further say that the only title deeds documents or writing to the said property which are in my possession are those specified and mentioned in the Second Schedule hereunder written and that I do not have in my possession any other title deeds, documents or writings in respect of the said property. I further declare and say that I have not any time deposited any of the title deeds relating to the said property with any person or persons whomsoever as and by way of security, Registered mortgage by deposit of title deeds, charge, lien or trust or in any manner whatsoever and that the said property is free from all encumbrances, claims and



(Handwritten signature)



demands. No claim has ever been made against me or against the said property on the ground of any deposit of all or any of the title deeds, documents or writings or any one or more of them as security or on any other ground whatsoever.

5. I say that there are no land revenue assessment, income tax, wealth tax, expenditure tax or any other taxes, cesses, duties, assessments due and payable by me for which the said property are liable to be attached nor have I received any notice under The payment of Taxes, Act, The Transfer of Property (Amendments) Act, The Income Tax Act, The Wealth Tax Act, The Expenditure Tax Act, The Gift tax Act or any other Act issued or pending against me over the said property.
6. I say that the said property is not subject matter of any suit, or legal proceedings nor any attachment before or after judgment nor has any trust secret or otherwise, been created in respect of the said property.
7. I further say that Union Bank of India has given and has agreed to continue to give various banking and financial facilities to me on the strength of the guarantee given by me and I hereby agree and undertake to mortgage, charge, encumber lease dispose of or deal with the property mortgaged by me to cover the guarantee during the continuance of the said facilities to me by the bank.
8. I hereby further declare and say that I have agreed and undertaken to indemnify and keep indemnified the Bank fully and effectually against all claims demands charges and expenses whatsoever in respect of my properties and the said property.
9. I make this declaration solemnly, sincerely and conscientiously knowing the same to be true and knowing that on the faith of the said declaration the bank has given and agreed to continue to give to me the said banking and financial facilities.

THE FIRST SCHEDULE ABOVE REFERRED TO :

A Flat admeasuring 985.45 Sq. Ft. carpet area, i.e. 1183 Sq. Ft. Built up area, being Flat No. 7/5, Second Floor, Shree Hind Co-Op. Hsg. Soc. Ltd., (Virndavan

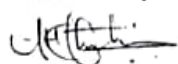


Complex) Chunabhatti (W), Sion, Mumbai 400 022 constructed on all that pieces and parcels of land having C. S. No. 23 of Sion Division

THE SECOND SCHEDULE ABOVE REFERRED TO:


- (a) Original Deed of Gift dated 5 August, 2005, executed between Shri Yogesh Natwarlal Shah as the "Donor" of the first part and Shri Tejal Yogesh Shah as the "Donee" of the second part
- (b) Original Agreement dated 5-December-1974 between Shri Shashikant Nagardas Dhruva and MRs. Nirmala Nautam Shah and Yogesh Natverlal Shah the Party of the Other Part
- (c) Original Stamp duty receipt dated 3, August, 2005 for Rs. 69,300/- in the name of Shri Tejal Yogesh Shah by the Bank.
- (d) Original Registration Réceipt No. BBE2-07154-2005 dated 05-08-2005 in the name of Shri Tejal Yogesh Shah for Rs. 30,220/- by the Sub Registrar's Office Mumbai City 2
- (e) Original Registration Receipt No. BBE2-07154-2005 dated 05-08-2005 in the name of Shri Tejal Yogesh Shah for Rs. 30,220/- by the Sub Registrar's Office Mumbai City 2
- (f) Title Certificate issued by M/s. Padiyar & Co. dated 26-04-2007

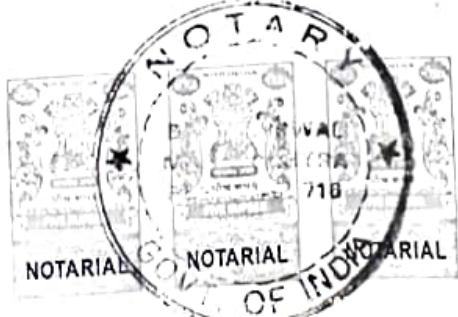
Solemnly affirmed at Mumbai }
This 07th / 05th / 2007 day of May, 2007 }

Identified by


A H KHATRI
B. COM. LL.B. D.B.M.
ADVOCATE HIGH COURT
84, All Umer Street, 2nd Floor,
MUMBAI-400 003. Tel.: 2347 5167
Cell: 9820237141



Before me
TESTED

SAI LEELA
B.A.(SPL), D.B.M. LL.B.
ADVOCATE HIGH COURT &
NOTARY, GOVT. OF INDIA
SAI LEELA, KAILASH NAGAR
DOMBIVLI (W), 421 202
DRT THANE (MAHARASHTRA)





Friday, August 05, 2005
12:46:49 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 7190

गावाचे नाव सायन

दिनांक 05/08/2005

दस्तऐवजाचा अनुक्रमांक बबई2 - 07154 - 2005

दस्ता ऐवजाचा प्रकार दान

सादर करणाराचे नाव:तेजल योगेश शाह

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (11)	:-	220.00
एकूण	रु.	30220.00

आपणास हा दस्त अंदाजे 1:01PM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निबंधक
मुंबई शहर 2 (परळी)

बाजार मुल्य: 3465000 रु. मोबदला: 0रु.

भरलेले मुद्रांक शुल्क: 69300 रु.

देयकाचा प्रकार :चलनाचे;

चलन क्रमांक: 20; रक्कम: 30000 रु.; दिनांक: 03/08/2005

सह दुय्यम निबंधक

मुंबई शहर क्र. २.

FOR UNION BANK OF INDIA
Union Bank of India, Mumbai.
Office of a Sub-Collector, Marg Branch, Yashwantrao Chavan
& Development Department, Fort, Mumbai 400023
Dist. P. No. R. 1008/03/04/2-105-07



DECLARATION

I/We **MR. TEJAL YOGESH SHAH**, Indian Inhabitant, residing at Flat No. 7/5
2nd Floor, Shree Hind Co-Op. Housing society Ltd., (Vrindavan Complex)
Chunabhatti (West), Sion, Mumbai - 400 022, do hereby solemnly and sincerely
declare and say as follows :-

197392 Special 197392
R.00001001-PS5062
JAN 20 2010
Stamp Duty
INDIA
MAHARASHTRA
14:41

- 1) I/We am/are the sole and absolute owners of properties fully described in FIRST SCHEDULE hereunder written, (thereinafter referred to as the said properties) and no other person has any share, right, title of interest of any kind or nature whatsoever in the said properties.
- 2) I/We say that I/We am/are entitled to deal with the said properties as we like.
- 3) I/We declare that I/We have not created any mortgage, charges of encumbrance of any kind or nature whatsoever on or in respect of the said properties. I/We further declare that the said properties is free from all encumbrances, claims or demands of any kind existing against the said properties. We say that I/We have not received any notice of any intended or compulsory acquisition of the said property that is it reserved for any particular purpose.
- 4) I/We further say that the only title deeds documents or writing to the said property which is in our/my possession are those specified and mentioned in the SECOND SCHEDULE hereunder written and that I/We do not have in my/our possession any other title deeds, documents or writings in respect of the said properties. I/We further declare and say that I/We have not any time deposited any of the title deeds relating to the said properties with any person or persons whomsoever as and by way of security, equitable mortgage by deposit of title deeds, charges, lien or trust or in any manner whatsoever and that the said properties are free from all encumbrances, claims and demands. No claim has been made against me/us or against the said properties on the ground of any deposit of all or any of the title deeds documents or writings or any one or more of them as security or on any other grounds whatsoever.
- 5) I/We say that there are no land revenue assessment, Income tax, Wealth tax, Expenditure tax or any other taxes, cesses, dues, assessments, due and payable to be attached nor have or received any notice under the payment of axes act. The transfer of properties (amendment) Act, the Income Tax Act, The Wealth Tax, The expenditure Tax Act, The Gift Tax Act, or any other act issued or pending against us/me or over the said properties.
- 6) I/We say that the said property is not a subject matter of any suit or legal proceeding nor any attachment before or after judgment nor has any trust secret or otherwise been created in respect of the said properties.
- 7) I/We further say that Union Bank of India has agreed to give Cash Credit (Hyp) Facility of Rs.3,00,00,000/- with interest @ ____ % per annum with monthly rests to **Joys Steel Impex**, on the faith of the assurance which are hereby given viz. that We/I will not sell, exchange, partition, mortgage, charge, encumber, lease, dispose/deposit of or deal with the said properties in our manner whatsoever until such time all the liabilities



[Handwritten signature]

under the loan facilities granted to us have been paid in full by us and We have got the discharge confirmed in writing by the bank.

- 8) I/We hereby further declare and say that We/I have agreed and undertake to indemnify and keep indemnified fully and effectually against all claims, demands, charges and expenses whatsoever in respect of our said properties.
- 9) I/We make this declaration solemnly, sincerely and consciently knowing the same to be true and knowing that on the faith of the said declaration the Bank has given and agreed to give loan and or Term/Demand loan to me/us.

FIRST SHEDULE (AS REFERRED TO ABOVE)
DETAILS OF THE TITLE DEEDS DEPOSITED

ORIGINAL DEED OF GIFT dated 5 August, 2005, executed between SHRI YOGESH NATWARLAL SHAH as the "DONOR" of the FIRST PART and SHRI TEJAL YOGESH SHAH as the "DONEE" of the SECOND PART.

- 2) Original Agreement dated 05/12/1974 between SHRI. SHASHIKANT NAGARDAS DHURVA and MRS. NIRMALA NAUTAM SHAH AND YOGESH NATVERLAL SHAH the PARTY OF THE OTHER PART.
- 3) Original Stamp duty paid receipt dated 03/08/2005 for Rs. 69,300/- in the name of SHRI. TEJAL YOGESH SHAH by the Bank.
- 4) Original Registration Receipt No. BBE2-07154-2005 dated 05/08/2005 in the name of SHRI. TEJAL YOGESH SHAH for Rs.30220/- issued by the Sub-Registrar's Office.
- 5) Original Declaration from Borrower, dated 07/05/2007 duly executed by SHRI. TEJAL YOGESH SHAH.
- 6) Title Certificate issued by M/s. Padiar & Co., dated 26/04/2007.
- 7) NOC dated 06/05/2007 issued by Shri-Hind Co-operative Housing Society Ltd., for Mortgage of Flat.
- 8) Valuation Report dated 25/04/2007 complied by R.V.Subramanian Bank's Approved Valuers.
- 9) Original Share Certificate No.17, dated 16/02/1977, issued duly endorsed in favour of SHRI. TEJAL YOGESH SHAH, as on 13/04/2007,



SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

ALL THAT Residential Flat -No. 5, admeasuring 985.45 sq.ft., (Carpet Area), i.e. 1183 Sq.ft. built up area, 2nd Floor, Building No.7, Kirtiprkash, Vridavan Society, N.S. Mankikar Marg, Sion, Mumbai 400 022.

At:

Dated on this **28 JAN 2010** day of **2010**.

Mr. Tejal Yogesh Shah

Before me:
Notary of Maharashtra State
to not take any responsibility
of the contents of this document

I. B. S. JOSHI
ADVOCATE & NOTARY
2118, Grand Sagar
Vidyanagar Road,
Mumbai - 400 099.

28 JAN 2010



I/We am/are the absolute owner of the immovable properties more particularly and fully described in SCHEDULE, hereunder written. On 30/01/2010 I/We had deposited the title deeds pertaining to my/our immovable property more particularly described in SCHEDULE, with intention to create security for the repayment of the loans availed by said BORROWER/GUARANTOR. While creating the said equitable mortgage I/We had already informed UNION BANK OF INDIA, BRANCH, M.S. 1929, that neither any proceeding under the Income Tax Act is pending against me nor any such proceeding is contemplated against me and that no notice under Rules 2 of Schedule II of the Income Tax Act is served on me/us and no arrears of tax or any other sums are pending payable by me/us to the Income Tax Department.

SCHEDULE

(Description of the Property)

ALL THAT Residential Flat -No. 5, admeasuring 985.45 sq.ft., (Carpet Area), i.e. 1183 Sq.ft. built up area, 2nd Floor, Building No.7, Kirtiprakash, Vridavan Society, N.S. Mankikar Marg, Sion, Mumbai 400 022..

~~DEPENDENT~~

Mr. Tejai Yogesh Shah



Solemnly affirmed at Mumbai)

This 30th day of Feb., 2010)



ATTESTED

B.D. JAISWAL
B.A. (SPL.), B.L.S. LL.M.
ADVOCATE HIGH COURT &
NOTARY, GOVT. OF INDIA
1, BAI LEELA, KAILASH NAGAR,
DOMBIVLI (W), 421 202,
MUMBAI (MAHARASHTRA)

30/01/2010
Signed before me,

