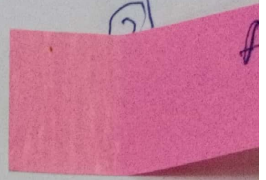


8



AGREEMENT DATED 29-12-94
2/2 ANURAMA AMBAR C.H.S
JALI PEER ROAD KAIYAN



श्रीमती वी. वार. शहा.
 पुढागा पा...
 क्रमांक 4921
 संदर्भ...

16 DEC 1994

B R Shah

A G R E E M E N T

ARTICLES OF AGREEMENT made and entered into at
 Bombay, this 29th day of December 1994 BETWEEN DR.
 JAYA LAXMICHAND PAREKH Hindu, Adult, Indian
 Inhabitant, residing at Flat No.2, Second Floor,
 Ampama Building, Ambar Co.op. Hsg. Soc. Ltd., Jai

J.B.
[Signature]
[Signature]

16 DEC 1984

Hind Colony Complound, Valipeer Road, Kalyan 421
301, hereinafter referred to as the "TRANSFEROR"
(which expression shall unless it be repugnant to
the context or meaning thereof shall mean and
include her heirs, executors, administrators and

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten text at the bottom of the page]

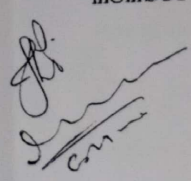
assigns) of the ONE PART and SHRI NIRMALSINGH KESHAVSINGH HEERO Hindu, Adult, Indian Inhabitant, residing at 2/2, Anupama, Ambar Co.op. Hsg. Soc. Ltd., Jai Hind Colony Compound, Vali Peer Road, Kalyan-421 301, hereinafter referred to as the "TRANSFEREE" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

W H E R E A S:

(i) The Transferor herein DR. JAYA LAXMICHAND PAREKH is the owner of Flat No 2, on the Second Floor of the building known as Anupama, situate at Jai Hind Colony Compound, Vali Peer Road, Kalyan 421 301, described in more details in the schedule given hereunder, hereinafter for brevity's sake referred to as the "Said Premises".

(ii) The Transferor herein DR. JAYA LAXMICHAND PAREKH had purchased, vide Agreement for Sale dated 30th September 1979, the aforesaid premises from SHRI SAIFUDDIN ABDUL HUSSAIN UJJAINWALA of Bombay, at or for the price and on the terms and conditions contained therein.

(iii) DR. JAYA LAXMICHAND PAREKH is one of the member of the Amber Co-operative Housing Society

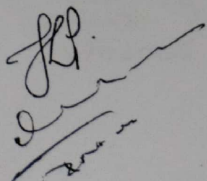


Ltd, a society duly registered under Registration No.TNA/HSG/780 of 1971 under the Maharashtra Co-operative Societies Act 1960, (hereinafter referred to as the "said society").

(iv) The Transferor as such is the member of the said society in respect of the said premises. The said society has issued five shares of Rs.50/- each, bearing Nos.11 to 15 (Sr.No.3). The aforesaid share certificate shall be hereinafter for the brevity's sake referred to as the "said certificate".

(v) The Transferor herein represented to the Transferee and assures to the Transferee that Transferor are entitled to sell and transfer the said shares and the said premises bearing Flat No.2, on the Second Floor of of the building known as Anupama, situate at Jai Hind Colony Compound, Vali Peer Road, Kalyan 421 301, without any obstacle or impediment in the Law or otherwise whatsoever nature and She is entitled to the consideration monies of the sale of the said Flat by her to the Transferee.

(vi) The Transferor have agreed to sell and transfer to the Transferee and the Transferee has agreed to purchase from the Transferor the said premises and the said share certificates at or for the price or consideration and on the terms and



conditions mentioned herein as is hereinafter provided.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Transferor hereby states and declares as under:
 - a) She is the owner of the said shares and the said premises bearing No.2, on the Second Floor of the building known as Anupama, situate at Jai Hind Colony Compound, Vali Peer Road, Kalyan 421 301.
 - b) She has not entered into any agreement for sale, disposal or letting out of the said premises and the said shares with any other person and that she is seized and possessed of the same.
 - c) She has good right, full power and absolute authority to deal with and dispose off the said premises and no one else.
 - d) The said premises and the said share certificate are free from all encumbrances and the same are not mortgaged or in any manner charged for payment of any money to any person or financial institutions.
 - e) She has paid full consideration for the said premises and no part of consideration amount has remained unpaid or outstanding.

Handwritten signature

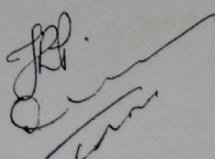
f) She has abided by and complied with the rules and regulations and byelaws of the said society and that her membership of the said society is still subsisting.

g) The said premises and the said share certificate are not affected by any lispendens or insolvency proceedings or any prohibitory orders from Income Tax Department or any other taxation authority restraining the Transfer.

h) She has paid her share of municipal taxes, maintenance and water charges, electric charges and other outgoings in respect of the said premises upto the date of execution of this agreement and no part thereof has remained unpaid or outstanding.

i) If any of the aforesaid declarations turns out to be false or if any person makes any claim in respect of the said premises and/or the said share certificates and thereby or otherwise the Transferee is put to any loss, expenses or prejudice, otherwise the Transferor shall indemnify and keep indemnified the Transferee harmless against all such loss and expenses.

2. The Transferor has agreed to sale, transfer and assign unto the Transferee the said premises as also the rights and interest therein and in membership of



the said society and all rights in respect of the said shares unto the Transferee and relying on the aforesaid representations and declarations made by the Transferor to the Transferee, the Transferee has agreed to purchase from the Transferor her rights, titles & interests including the beneficial interest in the said premises and the said share certificates at or for the total consideration of Rs.2,60,000/- (Rupees Two Lacs Sixty Thousand Only) paid by the Transferee to the Transferor on or before the execution of this agreement against the quiet, vacant and peaceful possession of the said Flat

No.2.

3. Upon receipt of the full and final payment as stated above the Transferor shall deliver to the Transferee original Agreement and all receipts, documents, papers, vouchers and certificates pertaining to the said premises and receipts for share money paid including but not limited to the following:

(a) Last paid up bills of the society, electricity bills all evidences and writings in respect of the said premises.

(b) Original Agreement, Share certificate and other documents alongwith Transfer forms and other relevant papers for Transfer of share certificates.

4. The Transferor shall arrange to get her rights transferred in the name of the Transferee of the said premises and the said share certificate on the records of the said society.

5. The Transferor shall pay the maintenance charges including other charges and electricity bills in respect of the said premises till the date of possession is handedover and the Transferee shall be liable to pay all the outgoings in respect of the said premises thereafter.

5. The Transferor hereby undertakes to get the Transferee recognised by the said society and the Transferor and Transferee shall equally pay transfer charges as required by the said society for transfer of the said premises and the said share certificate in favour of the Transferee.

6. The Transferor hereonwards shall have no right, title interest, claim, demand or charge of whatsoever nature on the payments and contributions made by the Transferor to her predecessors-in-title and to the said society on the said premises. The Transferor shall handover the possession of the said premises at the time of receiving full and final payment and the Transferor shall do the needful in all respect to secure the title of the said premises

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

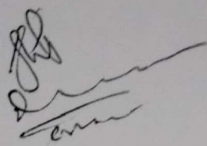
to the Transferee and shall always keep the Transferee indemnified from any known and existing liabilities and/or claims of the said premises.

7. The Transferor shall give undertaking and other writings, binding, affidavits etc. in respect of transfer of their membership rights of the said premises to the Transferee and to the said society as and when called for the same by the Transferee and/or society.

8. The Transferor shall on request of the Transferee sign, execute and do such further documents, deeds, papers etc. and things as the Transferees may reasonably require for completely effectuating this agreement.

9. The Transferor hereby authorise the Transferee to represent herself and to sign, execute and deliver any letters, writings or documents or forms of the society which may be required to sign in respect of the transfer of the said premises on behalf of the Transferor .

10. The Transferee shall apply in the prescribed forms for membership of the said society and shall always abide by the rules and regulations and byelaws of the said society.



11. It is specifically agreed by and between the Transferor and the Transferee that necessary transfer charges payable to the society for transfer of the shares shall be borne by them equally.

12. It is also specifically agreed that the Stamp Duty and other Registration Charges payable on the said agreement shall be borne solely by the Transferee.

13. It is further agreed between the Transferor and the Transferee that the possession of the said premises will be handed over to the Transferee by the Transferor at the time of receiving full and final payment from the Transferee by the Transferor.

SCHEDULE

A Flat bearing No.2, admeasuring about 625 Sq. Carpet Area on the Second Floor of the Building known as Anupama, situate on piece and parcel of freehold land situate and lying at Jai Hind Colony Compound, Vali Peer Road, Kalyan 421301 bearing Plot No.4, Survey No.272, Hissa No.4(p), C.T.S. No.3360, Taluka Kalyan, District Thane Suburban Registration District and Sub District of Kalyan and Thane District within the limits of Kalyan Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands to this writing the day and year first hereinabove written:-

SIGNED SEALED AND DELIVERED by)
the withinnamed TRANSFEROR)
DR JAYA LAXMICHAND PAREKH)
the party of the FIRST PART, in)
the presence of E.S. Varma)
.....)

Subansee
29/12/94

SIGNED SEALED AND DELIVERED by)
the withinnamed TRANSFEREE)
SHRI NIRMALSINGH KESHAWSINGH)
HEERO the party of the SECOND)
PART, in the presence of)
presence of A.M. Mukerjee)
.....)

Dr. Subansee
29/12/94

R E C E I P T

Received from the withinnamed Transferee, SHRI NIRMALSINGH KESHAWSINGH HEERO sum of Rs.50,000/- (Rupees Fifty Thousand Only) by Cheque No.767368, Dated 05/12/94 Drawn on The Shamrao Vithal Co.op. Bank Ltd., Kalyan Branch, and sum of Rs.2,10,000/- (Rupees Two Lacs Ten Thousand only) by Cheque

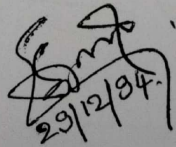
Dr. Subansee

No.767369, Dated 20/12/94 Drawn on The Shamrao Vithal Co.op. Bank Ltd., Kalyan Branch, total being Rs.2,60,000/- (Rupees Two Lacs Sixty Thousand Only) being full and final consideration payable by him to me of the said Flat No.2, Anupama, Second Floor, Jai Hind Colony Compound, Vali Peer Road, Kalyan 421 301, as per terms and conditions hereinabove mentioned.

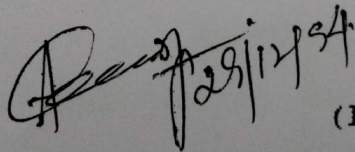
WITNESS

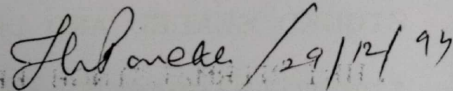
I Say Received,

1.


29/12/94

2.


29/12/94


(DR JAYA LAXMICHAND PAREKH)
T R A N S F E R O R

Common

9
for education

Member's Register No. 156

Share Certificate No. _____

**DUPLICATE
SHARE CERTIFICATE**

THE AMBER CO-OPERATIVE HOUSING SOCIETY LTD.

KALYAN (WEST)

(Registered under Section 9 (1) of the Maharashtra Co-operative Societies Act, 1960)

(Reg. No. TNA/HSG/780 of 1971)

TRANSFERRED TO SMT. J.L. PAREKH ON, 30TH SEPTEMBER 1979

THIS IS TO CERTIFY that ~~Shri/Smt. J.L. PAREKH~~ **SHRI SAIFUDDIN ABDU**

HUSSAIN, UJJAINWALLA,

of _____ is the Registered Holder of (**FIVE**)

Shares of Rupees Fifty (50/-) Each Numbered **11** To **15**

inclusive in AMBER CO-OPERATIVE HOUSING SOCIETY LTD., KALYAN subject to the Bye-Laws of the said society and that upon each of such shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the Said Society at Kalyan.

this **7/12/94 (7th)** day of **DECEMBER** 19**94**



Chairman.

Hon. Secretary.

Members of the Committee.

Normal Singh Heero - deceased
having only son Mr. Nilay Singh Heero.
Mr. Nilay Singh Heero's son, Jatin Heero
wants education loan.
Share certificate transferred in the
name of Nilay Singh Heero

MEMORANDUM OF TRANSFER

Date of Transfer	Transfer Deed No.	To whom Transferred	Register Folio	Signature
5TH Nov. 1995		NIRMALSINGH K HEERO	For Amber Co-op.	Housing Society Ltd. (Scheme-1) <i>[Signature]</i>
01-05-2016		MILAPSINGH N. HEERO	156	Amber Co-op. H.g. Society Ltd. (Scheme-1) Kalyanesh <i>[Signature]</i> Secretary. Secreta

Chairman

Hon. Secretary

Committee Member

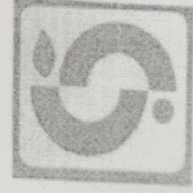




महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
आरोग्य विभाग

Health Department

कल्याण डोंबिवली महानगरपालिका
Kalyan Dombivli Municipal Corporation



मृत्यु प्रमाणपत्र
DEATH CERTIFICATE

(जन्म व मृत्यु नोंदणी अधिनियम, १९६९ च्या कलम १२/१७ आणि महाराष्ट्र जन्म आणि मृत्यु नोंदणी नियम, २००० चे नियम ८/१३ अन्वये देण्यात आले आहे.)

(Issued under section 12/17 of the Registration of Births & Deaths Act, 1969 and Rule 8/13 of the Maharashtra Registration of Births and Deaths Rules, 2000.)

प्रमाणित करण्यात येत आहे की, खालील माहिती मृत्युच्या मूळ अभिलेखाच्या नोंदवहीतून घेण्यात आली आहे, जी (स्थानिक क्षेत्र) शिवाजी चौक, तालुका कल्याण, जिल्हा ठाणे, महाराष्ट्र राज्याच्या नोंदवहीत उल्लेख आहे.

This is to certify that the following information has been taken from the original record of death which is the register for Kalyan Dombivli Municipal Corporation of Area Shivaji Chowk of Tahsil/Block Kalyan of District Thane of Maharashtra State.

मृताचे पूर्ण नाव: निर्मलसिंग केशवसिंग हीरो
Deceased Full Name: NIRMALSINGH KESHAVSINGH HEERO

लिंग : पुरुष
Sex : MALE

मृत्यु दिनांक : २७-०९-२०१५
Date of Death: 27-09-2015

मृत्यु ठिकाण : फोरटिस हॉस्पिटल लि. कल्याण
Place of Death: FORTIS HOSPITALS LTD KALYAN

आईचे पूर्ण नाव : आनंदबाई हीरो
Full Name of Mother: ANANDIBAI HEERO

वडिलांचे/पतीचे पूर्ण नाव: केशवसिंग हीरो
Full Name of Father/Husband: KESHAVSINGH HEERO

मयत व्यक्तीचा मृत्युसमयीचा पत्ता :
२/२, अनुपमा, अंबर सोसा. वल्लीपीर रोड, कल्याण (प)

मयत व्यक्तीचा कायमचा पत्ता :
२/२, अनुपमा, अंबर सोसा. वल्लीपीर रोड, कल्याण (प)

Address of Deceased at the time of Death :
2/2, ANUPAMA, AMBER SOC., VALLIPIR ROAD, KALYAN (W)

Permanent Address of Deceased:
2/2, ANUPAMA, AMBER SOC., VALLIPIR ROAD, KALYAN (W)

नोंदणी क्रमांक : ५२७९
Registration No: 5279

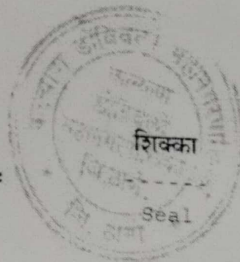
नोंदणी दिनांक : ०५-१०-२०१५
Date of Registration: 05-10-2015

शेरा :

Remarks (if any):

प्रमाणपत्र दिल्याचा दिनांक :
०५-१०-२०१५ १४:५६:००

Date of issue of certificate:
05-OCT-15 14:56:00



निर्गमित करणा-या प्राधिका-याची सही
Signature of the issuing authority
प्राधिका-याचा पत्ता :
Address of the issuing authority:



VIJAY B. CHAVAN

ADVOCATE HIGH COURT

Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.
Email : advvijaychavan@rediffmail.com • Mobile : 9320749383, 8108780899

TO,

5TH APRIL 2024

THE COSMOS CO-OPERATIVE BANK LTD,
Dadar Branch.

- SUBJECT:** Search and title report for Flat No.2, on the 2ND Floor, area admeasuring about 625 sq. ft carpet area of the building known as Anupama, situate at Jai Hind Colony Compound, Vali Peer Road, bearing Plot No.4, survey No. 272, Hissa No. 4(p), C.T.S. No. 3360, Taluka Kalyan, District Thane suburban registration district and sub district of Thane District, Kalyan 421 301 owned by Mr. Milapsingh Heero.
- Name Of The Branch** :Dadar
- Name Of The Owner** : Mr. Milapsingh Heero.
- Documents Seen** : YES as mentioned below.

I have perused the following documents for the purposes of furnishing this legal opinion:

Sr. No.	Description of document	Execution date	Document no.
1.	Photocopy of Agreement for Sale between SHRI SAIFUDDIN ABDUL HUSSAIN UJJAINWALA and Dr. Jaya Laxmi Chand Parekh as the Purchaser	30 th September, 1979,	
2.	Photocopy of Indenture between Jai Hind co operative housing Society ltd as the Vendor, Navin Asha Co operative Housing society ltd as the Confirming Party Mr. L.D. Bailey, G.S. Sawant and S.A. Ujjainwala as the second confirming party and Amber co	15 th September 1971	BOM/4653/ 1971.



3.	operative housing society ltd as the Purchasers, registration receipt.		
4.	Photocopy of Agreement between Dr. Jaya Laxmi Chand Parekh as the vendor and Mr. Nirmalsingh Keshavsingh Heero as the Purchaser.	29 th December 1994	
5.	Photocopy of Agreement between Dr. Jaya Laxmi Chand Parekh as the vendor and Mr. Nirmalsingh Keshavsingh Heero as the Purchaser.	20 th January 1995	
6.	Photocopy of Completion certificate issued by the Kalyan Municipal council	21 st May 1979.	
7.	Photocopy of 7/12 extract in the name of Ambar co operative Society ltd.	23 th November 2007.	

5. DESCRIPTION OF PROPERTY / PROPERTIES / NATURE OF TITLE

1.	Name of the owner/ Mortgagee	Mr. Milapsingh Heero
2.	Extent of area	Flat No.2, on the 2 ND Floor, area admeasuring about 625 sq. ft carpet area of the building known as Anupama, situate at Jai Hind Colony Compound, Valli Peer Road, bearing Plot No.4, survey No. 272, Hissa No. 4(p), C.T.S. No. 3360, Freehold
3.	Survey no./Gat No./CTS No.	
4.	Is leasehold/freehold/Govt. grant etc.	Freehold
5.	Nature of property	RESIDENTIAL.
6.	Location	Taluka Kalyan, District Thane suburban registration district and

7.	Boundaries on or towards for the Plot/Room	sub district of Thane District, Kalyan 421 301
8.	Confirmed the boundaries of the Room/plot as per approved plan and as per title deed.	Not provided

7. TRACE OF TITLE/ HISTORY OF PASSING OF TITLE DETAILS OF ANTECEDENT TITLE DEEDS:

It appears that, by Agreement for Sale dated 30th September, 1979, SHRI SAIFUDDIN ABDUL HUSSAIN UJJAINWALA transferred and conveyed the right, title and interest in respect of the Flat No.2, on the 2ND Floor, area admeasuring about 625 sq. ft carpet area of the building known as Anupama, situate at Jai Hind Colony Compound, Valli Peer Road, bearing Plot No.4, survey No. 272, Hissa No. 4(p), C.T.S. No. 3360, Taluka Kalyan, District Thane suburban registration district and sub district of Thane District, Kalyan 421 301 (hereinafter referred to as the said flat) in favour of Dr. Jaya Laxmichand Parekh as the Purchaser for the price and on the terms and conditions contained therein.

It appears that, by Indenture dated 15th September 1971 Jai Hind co operative housing Society ltd as the Vendor Navin Asha Co operative Housing society ltd as the Confirming Party Mr. L.D. Bailey, G.S. Sawant and S.A. Ujjainwala as the second confirming party transferred and conveyed the right, title and interest in respect of Plot of land alongwith structure of Anupama, situate at Jai Hind Colony Compound, Valli Peer Road, bearing Plot No.4, survey No. 272, Hissa No. 4(p), C.T.S. No. 3360, Taluka Kalyan, District Thane suburban registration district and sub district of Thane District, Kalyan 421 301 (hereinafter referred to as the said plot of land) in favour of Ambar co operative housing society ltd as the Purchasers for the price and on the terms and conditions mentioned therein. The said

VJAY B. CHAVAN
ADVOCATE HIGH COURT

Continuation Sheet...

The search taken in respect of the office of the sub registrar from 1995 to 2024, it appears that, there is no encumbrance in respect of the said Flat.

DETAILED INFORMATION ABOUT PROPERTY TO BE MORTGAGED:

Details	Remark of counsel
1. Whether the documents of title given raise any doubts or suspicion	No
2. Are all the original title deeds available with the mortgagor; if not, the reasons for non-availability of the same; in case the properties are mortgaged to some other entity, is the original title deed lying with such entry, have the certified true copy of any/ all of the title deeds and lodgment receipt + acknowledgement letter from registrar for the same.	I have been provided with photocopies of all the documents as mentioned above therefore I suggest to take on record the Original documents more particularly mentioned in clause 25.
3. Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims? if yes, state whether requisite permission from the concerned court has been obtained and produced or to be obtained?	No
4. Whether the property to be mortgaged is subject to the provisions contained under any special	No

Indenture dated 15th September 1971 is duly registered under serial NO. BOM/4653/1971.

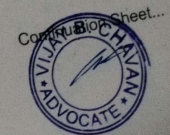
It appears that, Dr. Jaya Laxmi Chand Parekh became the member of the Amber Co-operative Housing Society Ltd, a society duly registered under Registration No. DMA/HS3/780 of 1971 under the Maharashtra Co-operative Societies Act 1960, (hereinafter referred to as the "said Society"), holding five Shares of Rs. 50/- each, bearing Nos. 11 to 15 (Sr.No.3).

It appears that, the Completion certificate dated 21st May 1979 issued by the Kalyan Municipal council

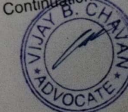
It appears that, by Agreement dated 29th December 1994 Dr. Jaya Laxmi Chand Parekh as the vendor transferred and conveyed the right, title and interest in respect of the said Flat in favour of Mr. Nirmalsingh Keshavsingh Heero as the Purchaser for the price and on the terms and conditions mentioned therein.

It appears that, another Agreement dated 20th January 1995 Dr. Jaya Laxmi Chand Parekh as the vendor transferred and conveyed the right, title and interest in respect of the said Flat in favour of Mr. Nirmalsingh Keshavsingh Heero as the Purchaser and the said is stamped but prima facie cannot presumed that, the appropriate stamp duty has been paid in respect of the said Transactions. Therefore the necessary order of adjudication in respect of the said Agreement dated 20th January 1995 is required to be taken on record.

It appears that, as per the instructions of the Applicant Mr. Nirmalsingh Keshavsingh Heero died intested leaving behind Mr. Milapsingh Heero as only surviving legal heir. The Transfer form submitted with the society and the society has transferred the share certificate in the name of Mr. Milapsingh Heero.



12. Is land/property subject to any reservations/acquisitions/reservations?	property owned by HUF?	No
13. Whether plans for constructions sanctioned?	are	Copy of plan not provided, comply as per clause 25
14. Whether commencement certificate issued?	Yes	
15. Whether the project is registered under RERA? and registration certificate is obtained on record	N.A.	
16. Whether completion certificate obtained?(applicable to property which is of ready possession/resale)	is	Not available- conveyance is in favour of the society therefore not insisted.
17. Whether there are any restrictions from corporation such as "education Zone", "Green Zone" etc.?	No	
18. Is the land taken on lease from state industrial development corporation? If yes whether tripartite agreement executed?	NO	
19. Whether there are any prior encumbrances. If yes details thereof?	Yes	
20. Evidence of possession, findings on documents and revenue records, details of property tax, land revenue, society maintenance charges or any other statutory dues	Property tax paid receipt and Maintenance paid receipt.	



enactment/local laws. State implications of such enactment on the charge proposed to be created?	No restrictions for transfer of said flat.
5. Whether property to be mortgaged is coming under any restrictions on transfer and whether required permission/consent as per terms of grant/allotment etc. obtained	No
6. Whether provisions of urban ceiling act are applicable? if applicable whether permission obtained.	Yes
7. Whether the user land has converted under land revenue law? whether N.A. Permission/Change of user permission is obtained/	Yes
8. Whether documents are available for creating valid equitable mortgage?	Yes
9. What is the tenure of land? (in case of Lease Property) and whether necessary permission of lessor obtained.	Not known
10. Whether the land is adiwasi (tribal) Land?	No
11. Whether the land/property is owned by HUF? if yes then what precautions to be taken by the Bank while accepting	No

Office : 3, S
Email

ILL NO. C
N NO. AGPPC2517

he Manag
adr Bran

KIN
Mr

PAJ

Office : 3, Saran
Email : ad

NO. CO/
GPPC2517D

anager,
Branch

KIND
Mrs.

R7

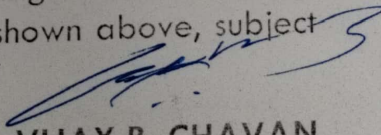
paid up to date or payable	--
21. In case of companies/societies/association/trust whether.	N.A.
a. Memorandum/bye-laws of the society/association authorized to offer its property as security.	N.A.
b. Requisite resolutions have been duly passed by the company/society/association permitting mortgage of the properties in favor of the Bank.	N.A.
c. Such resolution sets out the names of the persons who are authorized to create charge over the properties.	N.A.
d. In case of public charitable trust whether permission of charity commissioner for borrowing and mortgaging trust property is obtained and conditions stipulated if any.	Not applicable
22. In case of devolution of property by a will/succession.	N.A.
A. Whether probate of will/succession certificate/letter of administration obtained? details thereof	Not applicable
B. If probate/succession certificate/letters of administration not obtained, then how the mortgagor proposes to	Not applicable

prove the title?	No.
C. The safeguards suggested to ensure title to the property offered as security.	Yes
23. a. whether title deeds perused are in conformity with the search taken? b. whether the registered title deeds are in conformity with the scanned copies of the same or IGR site?	Yes
24. whether the chain of title is complete without any missing links	Yes
25. Whether any other documents to be obtained/compliances to be made so as to create valid mortgage.	List of documents to be obtained: 1. Original Agreement for Sale dated 30 th September, 1979, between SHRI SAIFUDDIN ABDUL HUSSAIN UJJAINWALA and Dr. Jaya Laxmi Chand Parekh as the Purchaser 2. Photocopy of Indenture dated 15 th September 1971 between Jai Hind co operative housing Society Ltd as the Vendor, Navin Asha Co operative Housing society Ltd as the Confirming Party Mr. L.D. Bailey, G.S. Sawant and S.A. Ujjainwala as the second confirming party and Amber co operative housing society Ltd as the Purchasers, registration receipt. 3. Original Agreement dated 29 th

	<p>encroachment in respect of the said flat).</p> <p>12. Photocopy of latest Property tax paid receipt.</p> <p>13. Photocopy of latest Maintenance paid receipt.</p> <p>14. Photocopy of Completion certificate issued by Municipal council.</p> <p>15. Original declaration cum Indemnity bond in respect of 1. deficit stamp duty and Non registration of chain of titles, 2. He is only surviving legal heir of Mr. Nirmalsingh Keshavsingh Heero and Non availability of demarcated flat on the approved plan .</p>
26. a. whether any charge on subject property is found on CERSAI portal? b. if Yes, its Details.	Not Found

CERTIFICATE OF TITLE AND NO ENCUMBRANCE

I have examined Photocopy of title deeds relating to Flat No.2, on the 2ND Floor, area admeasuring about 625 sq. ft carpet area of the building known as Anupama, situate at Jai Hind Colony Compound, Vali Peer Road, bearing Plot No.4, survey No. 272, Hissa No. 4(p), C.T.S. No. 3360, Taluka Kalyan, District Thane suburban registration district and sub district of Thane District, Kalyan 421 301 and have taken the search, with the Sub-Registrar of Assurance and records of Rights for last 30 years vide search Receipt GRN No. MH000193563202425P, I certify that Mr. Milapsingh Heero have an absolute, clear and marketable title over the property shown above, subject to compliance as suggested under paragraph No 25.


VIJAY B. CHAVAN
ADVOCATE HIGH COURT.

December 1994 between Dr. Jaya Laxmi Chand Parekh as the vendor and Mr. Nirmalsingh Keshavsingh Heero as the Purchaser.

4. Original Agreement dated 20th January 1995 between Dr. Jaya Laxmi Chand Parekh as the vendor and Mr. Nirmalsingh Keshavsingh Heero as the Purchaser.
5. Photocopy of death certificate of Mr. Nirmalsingh Keshavsingh Heero.
6. Original adjudication order for payment of stamp duty in respect of Agreement dated 20th January 1995.
7. Original Detail visit report (confirming the possession of Mr. Milapsingh Heero in respect of the said flat, confirm the Share Certificate, NOC to Mortgage with the office of the Society).
8. Original Affidavit of non-encumbrance.
9. Original Share Certificate issued by the Society in the name of Mr. Milapsingh Heero.
10. Original Valuation Report.
11. Original NOC to mortgage issued by the society (mentioning therein that as per record of Society no notice of illegal construction and

VIJAY B. CHAVAN

ADVOCATE HIGH COURT

Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.
Email : advvijaychavan@rediffmail.com • Mobile : 9320749383, 8108780899

Search Report

Date : 04th April 2024

To,

The Manager,
Cosmos Bank,
Dadar Branch, Mumbai.

Ref: Flat bearing No.2, admeasuring about 625 Sq. Carpet Area on the Second Floor of the building known as Anupama situate on piece and parcel of freehold land situate and lying at Jai Hind Colony Compound, Vali Peer Road, Kalyan 421301 bearing Plot No.4, Survey No.272, Hissa No.4(p), C.T.S. No.3360, Taluka Kalyan, District Thane Suburban Registration District and Sub District of Kalyan and Thane District within the limits of Kalyan Municipal Corporation.

Dear Sir,

As per your instruction, I have carried out an independent search in respect of official website IGR MAHARASHTRA in respect of Sub Registrar's Offices Mumbai district for the period from 1995 to 2024 (30 Years) respectively.

While taking the search, I have found following documents Registered / Index-II therein (please see the pages attached herein).

Search at the Sub Registrar Office of Assurance Thane District, for the period from 1995 to 2024:-

1995	Nil/ tornd
1996	Nil/ tornd
1997	Nil/ tornd
1998	Nil/ tornd
1999	Nil/ tornd
2000	Nil/ tornd
2001	Nil/ tornd
2002	Nil/ tornd
2003	Nil/ tornd
2004	Nil
2005	Nil
2006	Nil



COMMENCEMENT

Conveyance
Commencement

वांछकाम परवानगी

परवानगी नं. 32

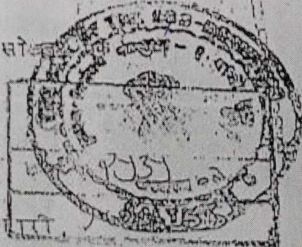
म. न. म. हि. नं. १०५-४-६६ वा. अ. वि. स. नं. ३३५३ ते ३३५६

परवानगी मिळण्याबद्दलचा आळा ह्याची तारीख १०-४-६६ रोजी
विवार होऊन घालील शर्तीवर परवानगी देणेत येत आहे.

-: शर्ती :-

- (१) अजि लिहीला प्रमाणे व नकाशात दाखविल्या प्रमाणे प्लॅन बाहेर बाढीव वांछकाम करणे
- (२) प्रत्येक नवीन इमारतीस २० माणूसामागे एक सेप्टीक टँक संडास पाहिजे, संडास पाणी व पाणोळ्याचे पाणी पन्डळ ठावून म्युनिसिपालिटीचे गटारत सोडा
- (३) बागेची जबाबदारी संभाळून काम करावे, तसेच मास्टर प्लॅन प्रमाणे वांछकाम बांधत सर्व नियम सांभाळणे पाहिजे.
- (४) सदर परवानगीचे तारखेपासून एक वर्षाचे अंतर्गत कामास सुरुवात करून घ्यावी. एका वर्षांतून सदर परवानगी रद्द आहे असे एकजाते.
- (५) वांछकाम पुरे झाल्यावर वापरण्यासाठी नगरपालिकाकडून कॅम्प्लेशन सर्टिफिकेट घ्यावे, त्याशिवाय इमारतीचा तापार कर नसे.
- (६) वांछकामाच्या वेळी निरक्षयोगी अडलेले माल मटेरियल मालकाने नगरपालिका समिल त्या ठिकाणीच बाहून टाकले पाहिजे.

येणे प्रमाणे शर्तीवर परवानगी देण्यांत आली असून सोडले जाईल आहे.
दिनांक २५ मार्च एप्रिल १९६६



म्युनिसिपल सोव्हरसिअर,
कल्याण नगरपालिका.

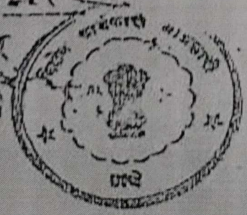
गांधीधारी,
कल्याण नगरपालिका.

शर्ती (०) वांछकाम प्रत्येक करभाषणी
लेव्ही करविणे.
(१) एम. ए. वी. जबाबदारी



आजचे दिनांक
१०/३/६६
३०

ओव्हरसिअर
कल्याण नगर सोव्ही



OFFICER,
MUNICIPAL COUNCIL
श्रीमती कल्याणमाे प्रगत
वशेष कार्यकारी अधिकारी (अनु. क्र. ५५५
बी/४०५, कल्याण नगरपालिका, आर्यो गेट

2

CONVEYANCE

Conveyance

Occupancy Certificate



कल्याण नगर परिषद कार्यालय, कल्याण

नावक क्रमांक पी. डब्ल्यू. डी.

दिनांक 19/08/2010

बांधकाम पूर्णतेचा दाखला

प्रति:

अंबर को. ऑप. हौसिंग सोसायटी लि. कल्याण यास

अंबर को. ऑप. हौसिंग सोसायटी लि. रा० गुडम शेट राँड,

कल्याण यांचे दिनांक २०-११-१९७८ चे अजाविरसन दाखला देण्यांत येतो की

त्यानी नगरपालिका हद्दीत सिटी सर्व्हे नंबर ३३५३ ते ३३५६ येथे एकडील

ऑफिस परवानगी आदेश क्रमांक पी. डब्ल्यू. डी. ४८ दि. ४-६-१९९१ अन्वये

मंजूर केल्याचे प्लॅन्स प्रमाणे इमारत क्रमांक एक व इमारत क्रमांक दोनचे

बांधकाम पूर्ण केले आहे. सबब त्याचा बालील प्रमाणे स्तर बांधकामाची वापर

परवानगी देण्यांत येत आहे.

- (१) तळमजला इमारत क्रमांक १ व २
- (२) पहिला मजला १-४-७९
- (३) दुसरा मजला १-४-७९
- (४) तिसरा मजला १-४-७९
- (५) चौथा मजला १-४-७९

21/11/2010

मुख्याधिकारी

कल्याण नगर पालिका

क्र. दिनांक

प्रतिलिपी : (१) नगरपालिका कर अधीन कल्याण यास माहिती व असेसमेंट

आदी तज्ज्ञांसाठी पाठविण्यांत येत आहे.

(२) पाणी साते.

21/11/2010

मुख्याधिकारी

कल्याण नगर पालिका