

Rashmi V. Chitale

Advocate, High Court, Mumbai & Legal Consultant

C / 411, Chandrawadan - 1, Ganeshwadi, Thane (West), Pin - 400 601

Mobile - 98 69 42 00 28 / 8693000941

E - mail - rashmivchitale@gmail.com

December 14, 2020 (DDN)

To,
State Bank of India,
RACPC - Chinchpokali, Voltas House, 1st Floor,
Near Jay Hind Talkies, Dr. Ambedkar Road,
Chinchpokali (East), Mumbai - 400 033
Tel. No. 23 70 75 16
E - mail - sbi.17889@sbi.co.in
(Anuj Mehrotra - HLST - 9987527007)

Sub: - Title Report

Ref: - Robin Patel & Tania Patel

Residential Flat No. 3502 (having Carpet Area - 304.86 Sq. Mtrs.), situated on 35th Floor (i.e. 19th Habitable Floor, as per Plans), along with 3 Car Parking Spaces, in Tower - B, in the Building, to be known as 'Three Sixty West', Next to Old Passport Office, Annie Besant Road, Worli, Mumbai - 400 025

Being constructed on all that piece & parcel of Land, bearing Cadastral Survey No. 286 (Part) of Lower Parel Division & Final Plot No. 1078 of Town Planning Scheme (TPS) No. IV of Mahim [Being Portion of Larger Land, bearing Cadastral Survey Nos. 268 (Part), 1 / 268 (Part), 286 (Part), 437 (Part), 438, 911, 2 - A / 911, 912 & 1108 of Lower - Parel Division and Final Plot Nos. 1072 & 1076 to 1078 of Town Planning Scheme (TPS) No. IV of Mahim Division], District - Mumbai City

MEMORANDUM OF BILL	
Professional Fees (In Rs.)	3,250/-
Search Fees (In Rs.)	750/-
Total Fees (In Rs.)	4,000/- (Four Thousand Only)
All requisite Taxes, shall be paid, by Recipient, under RCM	
E - Payment Details (Ensure to mention Name of Mortgagor, as Reference / Remark, while making E - Payment)	Rashmi V. Chitale State Bank of India, Naupada Branch, Thane (West) S / B. A/c. No. 20395220391 IFSC Code - SBIN0005354
Pan Card Details	AGAPC 8050 C

Yours Truly,

ADV. RASHMI V. CHITALE



Rashmi V. Chitale

Advocate, High Court, Mumbai & Legal Consultant

C / 411, Chandrawadan - 1, Ganeshwadi, Thane (West), Pin - 400 601

Mobile - 98 69 42 00 28 / 8693000941

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December 14, 2020

To,
Branch Manager,
State Bank of India,
RACPC - Chinchpokali,
Voltas House, 1st Floor,
Near Jay Hind Talkies, Dr. Ambedkar Road,
Chinchpokali (East), Mumbai - 400 033
Tel. No. 23 70 75 16
E - mail - sbi.17889@sbi.co.in

Sub:- Title Report

Ref: - Robin Patel & Tania Patel

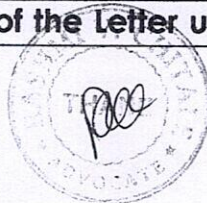
Residential Flat No. 3502 (having Carpet Area - 304.86 Sq. Mtrs.), situated on 35th Floor (i.e. 19th Habitable Floor, as per Plans), along with 3 Car Parking Spaces, in Tower - B, in the Building, to be known as 'Three Sixty West', Next to Old Passport Office, Annie Besant Road, Worli, Mumbai - 400 025

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ANNEXURE - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

01. a)	Name of the Branch / Business Unit / Office seeking opinion	RACPC - Chinchpokali (East)
b)	Reference No. and Date of the Letter under	File Received on



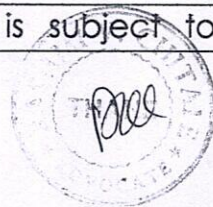
	have been verified, Page by Page, with original documents submitted	
05.bii)	Where the Certified Copies of the Title Documents, are not available, the copy provided, should be compared with the original to ascertain whether the total page numbers in the copy, tally Page by Page, with the original produced (In case Original Title Deed, is not produced for comparing with the Certified or ordinary copies should be handled more diligently & cautiously)	No - Original not furnished
06.a)	Whether the records of Registrar Office or Revenue Authorities, relevant to the Immovable Property in question, are available for verification, through any online portal or computer system?	Yes
b)	If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard	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
07.a)	Property offered as security falls within the jurisdiction of which Sub - Registrar Office?	As mentioned in Search Report
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	Yes
c)	Whether search has been made at all the offices named at (b) above?	Yes
d)	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents, in respect of the property in question?	No
08.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question	As mentioned in the Annexure - A



	permission is available	
12.	If Occupation right, whether:-	Yes
a)	Such right is heritable and transferable	Yes
b)	Mortgage can be created	Yes
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	No
14.	If the property has been transferred by way of Gift / Settlement Deed, whether:-	No
a)	The Gift / Settlement Deed is duly stamped and registered	Not Applicable
b)	The Gift / Settlement Deed has been attested by two witnesses	Not Applicable
c)	The Gift / Settlement Deed transfers the property to Donee	Not Applicable
d)	Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions:-	Not Applicable
e)	Whether there is any restriction on the Donor in executing the Gift / Settlement Deed in question	Not Applicable
f)	Whether the Donee is in possession of the gifted property	Not Applicable
g)	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage	Not Applicable
h)	Any other aspect affecting the validity of the title passed through the Gift / Settlement Deed	Not Applicable
15. a)	In case of Partition / Settlement Deeds, whether the Original Deed is available for deposit, if not the modality / procedure to be followed to create a valid and enforceable mortgage:-	No
b)	Whether Mutation has been effected and whether the Mortgagor is in possession and	Not Applicable



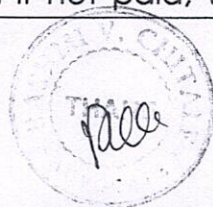
18. a)	Where the property is a HUF / Joint Family Property, mortgage is created for family benefit / legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	No
b)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19. a)	Whether the property belongs to any trust or is subject to the rights of any trust?	No
b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
c)	If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
d)	Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter	Not Applicable
20. a)	If the property is <u>Agricultural land</u> , whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage	No
b)	In case of agricultural property other relevant records / documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
c)	In the case of conversion of Agricultural Land for Commercial purposes or otherwise, whether requisite procedure followed / permission obtained	Not Applicable
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	No
22.a)	Whether the property is subject to any	No



	carried out with Registrar of Companies (ROC), in respect of such Vendor Company / LLP (Seller) and the Vendor Company (Purchaser)	
b) (iii)	Whether the above Search of Charges, reveals any prior charges / encumbrances, on the property (proposed to be mortgaged), created by the Vendor Company (Seller) ?	Not Applicable
b) (iv)	If the Search reveals encumbrances / charges, whether such charges / encumbrances, have been satisfied ?	Not Applicable
26.	In case of Societies, Association, the required authority / power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws	Yes
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	Not Applicable
c)	In case the title document is executed by the POA holder, please clarify whether the POA involved is -	Not Applicable
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	Not Applicable
ii.	Other type of POA (Common POA)	Not Applicable
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	Not Applicable



d)	Independent title verification of the Land and / or building in question	No
e)	Agreement for Sale (duly registered)	Yes
f)	Payment of proper Stamp Duty	Yes
g)	Requirement of registration of Sale Agreement, Development Agreement, POA, etc.	Yes
h)	Approval of building plan, permission of appropriate / local authority, etc.	Bank is advised to take it on records
i)	Conveyance in favour of Society / Condominium concerned	No
j)	Occupation Certificate / Allotment Letter / Letter of Possession	No
k)	Membership details in the Society etc.	No
l)	Share Certificate	No
m)	No - Objection Letter from the Society	No
n)	All legal requirements under the local / Municipal Laws regarding ownership of flats / Apartment / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	Yes
o)	Requirements, for noting the Bank charges on the records of the Housing Society, if any	Promoter / Joint Venture
p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any	No
q)	Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof	Yes - As mentioned in Annexure - A <i>yes, subject to change of Axis Bank</i>
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	Not Applicable
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what	Not Applicable



	boundaries of the property on the said document and that, in the title deeds. (If the Valuation Report and / or Approved Plan, are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the Advocate)	
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 SARFEASI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard	Not Applicable
43.	Whether the governing law / constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws	Not Applicable

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

i) The Bank is advised to take on records, following document / s: -

- a) Occupation Certificate, for said Flat (Upon its issuance);
- b) Latest Declaration executed by Promoter / Joint Venture, certifying therein that - till date no adverse / restraining orders of any nature, are passed, for said Project, by any Competent Authority / ies;



- from creating a valid mortgage. I am liable / responsible, if any loss is caused to the Bank, due to negligence on our part or by our agent in making search.
- 04) Following scrutiny of Land Records / Revenue Records, relative Title Deeds, Certified Copies of such Title Deeds, as obtained from the concerned Registrar Office and Encumbrance Certificate (EC), I hereby certify the genuineness of the said Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquiries (Not Applicable).
- 05) There are no prior mortgage / charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate, for the period from **Year – 1991 to 2020**, pertaining to said Immovable Property, as covered by said Title Deeds. The said Immovable Property, is free from all encumbrances, **subject to mortgage of Axis Bank Ltd.**
- 06) In case of Second / Subsequent Charge, in favour of the Bank, there are no other mortgages / charges, other than already stated in the Loan Documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
- 07) Minor / (s) and his / her / their interest in said Immovable Property, is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable):- Not Applicable.
- 08) The Equitable Mortgage, if created, will be available to the Bank, for the liability of the **Intending Borrower / Mortgagor – Robin Patel & Tania Patel.**
- 09) I certify that, said **Robin Patel & Tania Patel**, has / have an absolute, clear and marketable title, over said Schedule Immovable Property, **subject to mortgage of Axis Bank Ltd.** I further certify that, the title deeds, as more particularly mentioned hereunder are genuine (Not Applicable) and a valid Equitable Mortgage, can be created and the said Equitable Mortgage would be enforceable, **subject to mortgage of Axis Bank Ltd.**
- 10) **In case of creation of Equitable Mortgage, by way of deposit of title deeds, we certify that, the deposit of following title deeds / documents, would create a valid and enforceable Equitable Mortgage :-**

LIST OF ORIGINAL TITLE DEEDS (FOR CREATION OF MORTGAGE)



ANNEXURE - A

#	Date	Name / Nature of the Document (Perused Documents)	Original / Certified / Photocopy	Whether original scrutinized
01.	25.05.2007	Intimation of Approval (IOA) - Slum Rehabilitation Authority (SRA) - was issued, for Building, on said property	Photocopy	No
02.	20.08.2009	Commencement Certificate - Slum Rehabilitation Authority (SRA) - was issued, for Commercial Sale Building (Extended CC - 25.06.2016, Tower - B - work upto 63 rd Floor, as per Approved Plan - 29.05.2014), on said property	Photocopy	No
03.	01.09.2017	Registration Certificate - (No. P51900012115), for Project - Three Sixty West	Photocopy	No
04.	17.11.2017	Advocate's Title Report - Wadia Ghandy & Co.	Photocopy	No
05.	05.12.2017	MAHARERA's Encumbrance Certificate - Index - II of Deed of Mortgage	Photocopy	No
06.	28.11.2019	Reg. Agreement for Sale - Oasis Realty (Promoter / Joint Venture), and Robin Patel & Tania Patel.	Photocopy	No
07.	18.05.2020	Registration Certificate - (No. P51900012115), for Project - Three Sixty West	Photocopy	No
08.	03.10.2020	Letter - Axis Bank Ltd. - Robin Patel & Tania Patel.	Photocopy	No

FLOW OF TITLE

LAND DOCUMENTS

Whereas, originally, Municipal Corporation of Greater Mumbai (MCGM) was entitled to Cadastral Survey No. 286 (Part) of Lower Parel Division & Final Plot No. 1078 of Town Planning Scheme (TPS) No. IV of Mahim [Being Portion of Larger Land, bearing Cadastral Survey Nos. 268 (Part), 1 / 268 (Part), 286 (Part), 437



Whereas, in the Advocate's Title Report - 17.11.2017 (Wadia Ghandy & Co.), it is mentioned that - Oasis Realty is entitled to develop said property.

MAHARERA DOCUMENTS

Whereas, Maharashtra Real Estate Regulatory Authority (MAHARERA) have issued, Registration Certificate - 01.09.2017 (No. P51900012115), for Project - Three Sixty West, (valid upto 31.12.2020).

Whereas, Maharashtra Real Estate Regulatory Authority (MAHARERA) have issued, Registration Certificate - 18.05.2020 (No. P51900012115), for Project - Three Sixty West, (valid upto 30.06.2021).

Whereas, in MAHARERA's Encumbrance Certificate, Index - II of Deed of Mortgage - 05.12.2017, it is mentioned that - project mortgaged with Axis Trustees Services Ltd., of said property.

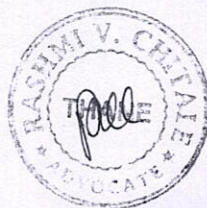
Whereas, in MAHARERA, it is mentioned that, no adverse orders, are passed, in following pending litigations:-

- a) Civil - 2411 of 2009 - City Civil Court, at Bombay;
- b) Civil - 1705 of 2011 - City Civil Court, at Bombay;
- c) Criminal - Complaint No 1310 of 2013 - Metropolitan Magistrate - Sixty Second Court, at Dadar;
- d) Civil - Contempt Petition No 2 of 2017 - Hon'ble Bombay High court;
- e) Civil - 62 of 2017 - Hon'ble Bombay High court;
- f) Civil - 231 of 2018 - State Consumer Disputes Redressal Commission;
- g) Civil - 406 of 2020 - Hon'ble Bombay High court.

FLAT DOCUMENTS

Whereas, by execution of Registered Agreement for Sale - 28.11.2019 (BBE - 3 - 10792 - 28.11.2019), Oasis Realty (Promoter / Joint Venture), have sold / transferred Residential Flat No. 3502 (having Carpet Area - 304.86 Sq. Mtrs.), situated on 35th Floor (i.e. 19th Habitable Floor, as per Plans), along with 3 Car Parking Spaces, in Tower - B, in the Building, to be known as 'Three Sixty West', Next to Old Passport Office, Annie Besant Road, Worli, Mumbai - 400 025 (Hereinafter referred to as the said Flat), to Robin Patel & Tania Patel.

Whereas, in the Letter - 03.10.2020 (Axis Bank Ltd.), it is mentioned that - Robin Patel & Tania Patel, have obtained Home Loan Facility & had mortgaged said Flat.





CHALLAN
MTR Form Number-6



GRN	MH008303582202021E	BARCODE	[Barcode]				Date	14/12/2020-13:50:26	Form ID	
Department	Inspector General Of Registration					Payer Details				
Type of Payment	Search Fee Other Items					TAX ID / TAN (If Any)				
						PAN No.(If Applicable)				
Office Name	BBE3_JT SUB REGISTRA MUMBAI CITY 3					Full Name	RASHMI CHITALE			
Location	MUMBAI									
Year	2020-2021 One Time					Flat/Block No.				
Account Head Details		Amount In Rs.		Premises/Building						
0030072201 SEARCH FEE		750.00		Road/Street						
				Area/Locality						
				Town/City/District						
				PIN						
				Remarks (If Any)						
				30 YRS FLAT NO - 3502 C S 286 LOWER - PAREL DIVISION						
				Amount In		Seven Hundred Fifty Rupees Only				
Total		750.00		Words						
Payment Details					FOR USE IN RECEIVING BANK					
STATE BANK OF INDIA										
Cheque-DD Details					Bank CIN	Ref. No.	00040572020121433466	IK0AVVVMW0		
Cheque/DD No.					Bank Date	RBI Date	14/12/2020-13:24:50	Not Verified with RBI		
Name of Bank					Bank-Branch		STATE BANK OF INDIA			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 8693000941

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

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्त्यांसाठी लागू नाही.



SEARCH REPORT

December 14, 2020

Ref: - Robin Patel & Tania Patel

Residential Flat No. 3502 (having Carpet Area – 304.86 Sq. Mtrs.), situated on 35th Floor (i.e. 19th Habitable Floor, as per Plans), along with 3 Car Parking Spaces, in Tower - B, in the Building, to be known as 'Three Sixty West', Next to Old Passport Office, Annie Besant Road, Worli, Mumbai - 400 025

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I, have caused E - Search of aforementioned Property (**Original E - Challan / E - Receipt GRN No. MH008303582202021E of 2020**) and following documents, are found registered (Note - As Search Records, are not maintained properly, Present Search Report, is subject to the availability and / or proper maintenance of Search Records / Entries):-

1991 NIL
1992 NIL
1993 NIL
1994 NIL
1995 NIL
1996 NIL
1997 NIL
1998 NIL
1999 NIL
2000 NIL

2001 NIL

2002 NIL

2003 NIL

- 2017 Deed of Reconveyance – 14.07.2017 (Deed of Mortgage – 29.05.2013) – Oasis Realty and Union Bank of India (UBI) & Allahabad Bank Ltd. (BBE – 3 – 4904 – 14.07.2017) - **Final Plot Nos. 1072 & 1076 to 1078**
- 2018 Deed of Reconveyance - 26.06.2018 – (Deed of Mortgage – 05.12.2014) – Oasis Realty & Ors. and Axis Trustee Services Ltd. (BBE – 4 – 5893 – 29.06.2018) - **Cadastral Survey Nos. 268 (Part) & Ors.**
- 2019 Deed of Mortgage – 10.05.2019 – Skylark Buildcon Pvt. Ltd. & Ors. and Dewan Housing Finance Ltd. (DHFL) (BBE – 3 – 3464 – 10.05.2019) - **Cadastral Survey Nos. 268 (Part) & Ors.**
- 2019 Deed of Mortgage – 10.05.2019 – Skylark Buildcon Pvt. Ltd. & Ors. and Dewan Housing Finance Ltd. (DHFL) (BBE – 3 – 3465 – 13.05.2019) - **Cadastral Survey Nos. 268 (Part) & Ors.**
- 2019 Deed of Reconveyance - 06.06.2019 – (Deed of Mortgage – 10.05.2019) – Skylark Buildcon Pvt. Ltd. & Ors. and Dewan Housing Finance Ltd. (DHFL) (BBE – 4 – 6312 – 06.06.2019) - **Cadastral Survey Nos. 268 (Part) & Ors.**
- 2019 Deed of Reconveyance - 06.06.2019 – (Deed of Mortgage – 10.05.2019) – Skylark Buildcon Pvt. Ltd. & Ors. and Dewan Housing Finance Ltd. (DHFL) (BBE – 4 – 6313 – 06.06.2019) - **Cadastral Survey Nos. 268 (Part) & Ors.**
- 2019 Deed of Mortgage – 06.06.2019 – Skylark Buildcon Pvt. Ltd. & Ors. and Catalyst Trusteeship Ltd. (DHFL) (BBE – 3 – 6315 – 06.06.2019) - **Cadastral Survey Nos. 268 (Part) & Ors.**
- 2019 Deed of Mortgage – 06.06.2019 – Skylark Buildcon Pvt. Ltd. & Ors. and Catalyst Trusteeship Ltd. (DHFL) (BBE – 3 – 6316 – 06.06.2019) - **Cadastral Survey Nos. 268 (Part) & Ors.**
- 2019 Agreement for Sale - 28.11.2019 - Oasis Realty (Promoter / Joint Venture) and Robin Patel & Tania Patel (BBE – 3 – 10792 – 28.11.2019) - **Flat No. 3502**
- 2020 NIL / Index - II, are not updated

Yours faithfully,

R. R. S.

Ruchita R. Sathe (Search Clerk)

