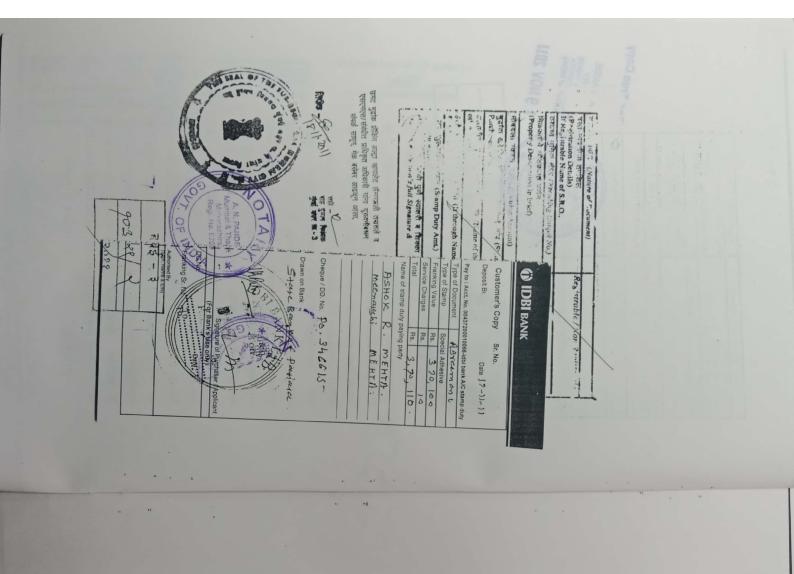
atola, Agire (Nature of Lucament) AGREEMENT दस्त नादणीतः तण्णिः Resistrable / h (Registration Devils) If Fedestrable Name of S.R.O. mumbay city ठशास्त्र मुद्दा (Freaking Drages No.) मिळकती व्योद्धादा श्लीन Flux in DayaHiwas (Property Description in brief) 13-24. S.K. Bole Poas 77,50,0001-मुझांक करे रीवली AShok R. Mehter Warme of the C THE REPORT OF through Name मुलांक प्रस्कारका प्रकास (Stamp Duty Amt.) प्रधिकृत अधिक याची पुर्णे स्वाक्षरी व शिक्का 1 9 NOV 2011 'Authorisea Person's full Signature & HO MILLIDBIBANKS EMENT FOR SALE 90326 3055 FOR SALE OF FLAT is made and this 17th Mumbai entered **GANDHI** NOV 2011 BETWEEN MR. **ANAND** MR. BHADRESH GANDHI both adult, Indian Inhabitant having their address at - B-21, 2<sup>nd</sup> floor, DAYANIWAS "B" WING, situated at S.K. Bole Road, Dadar (W), Mumbai 400 hereinafter called the 'TRANSFERORS' (which D-5/STP(V)/C.R.1007/03/05/1029-1032 expression shall, unless it be repugnant to the subject context or meaning thereof be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of RAMCHAND MR. ASHOK the ONE PART AND MEHTA & MEENAKSHI ASHOK MEHTA both adult, Indian Inhabitant residing at - C/55. Dalas Building, Gyan Mandir Road, Dadar (W) Mumbai 400 028 hereinafter call the "TRANSFEREES" ( which expression shall, unless it repugnant to the subject context or meaning thereof be deemed to include their heirs, executors, legal representatives, administrators and permitted assigns) of the OTHER PART. Ashok R. metala.

M. A Menta.



Cadastral Survey No. 1243 of Lower Parel Division, Final Plot

equivalent to 1543.03 sq meters or thereabouts and bearing

No. 853 of T.P.S. No. IV of Mahim area in the Registration

District and Sub District Mumbai City as more described in the Schedule thereunder written at or 1 and on the terms and conditions therein contained.

90321

on the Plot of land admeasuring about 1845.44

entered into between M/s SHIVSHAKTI ASSOCIATES of land situates, lying and being at S.K. Bole about 460 sq.ft. carpet area (526.16 sq.ft. carpet area as per the Promoters/ Developers therein Flat No. B-24 admeasuring MR. AMOL DIXIT ( therein referred to as " the Purchaser" ( therein referred to as "the Promoter" the party of the One known as DAYA NIWAS B WING, on the I Municipal Corporation ) on the Second floor of society records on the basis of the property taxes lei the party of the Other Part ) Smt. Ansuya Bhagoji and the Mumbai 400 028 (hereinafrter referred to as " Transferor herein agreed to purchase and AND 1. SMT. ANSUYA BHAGOJI and Agreement dated 8th day of November acquire from the 1994

b) On payment of the agreed consideration amount by the Purchaser therein the said 1. SMT. ANSUYA BHAGOJI alias Anasuya Bhagoji and 2. MR. AMOL DIXIT to the Promoters therein the said Agreement dated 8<sup>th</sup> day of November 1994, the Promoters therein handed over possession of the said Flat No.

B-24, on the basis popularly known as "ownership basis"

c) The Flat occupiers of the said building formed and registered a Co-operative Housing Society known as DAYANIWAS "b' WING CO-OPERATIVE HOUSING SOCIETY

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LTD. of all the flat purchasers in the said building including the Purchaser therein the said 1. SMT. ANSUYA BHAGOJI and 2. MR. AMOL DIXIT, under the Maharashtra Cooperative Society Act 1960 bearing Registration MUM.WGN/HSG/ TC- 8471 of 2004-05 dated 20th September 2004, having its Registered office at S.K. Bole Road, Dadar, Mumbai 400 028 (hereinafter referred to as "the said Society") and admitted the said 1. SMT. ANSUYA BHAGO and 2. MR. AMOL DIXIT as members of the said society.

The Society has thereafter issued and allowed 5 (five shares of Rs. 50/- each bearing Distinctive Nos. 96 to 100 und Share Certificate No. 20 dated 15th August 2009, issued by the said Daya Niwas "B" Wing Co-operative Housing Society Ltd ( hereinafter referred to as "the Shares")

The said 1. Smt. Ansuya Bhagoji and 2. Mr. Amal Dixit were joinly sezied and possessed of or otherwise well and sufficiently entitled to the said flat No. B-24 admeasuring about 460 sq.ft. carpet are (526.16 sqft. Carpet area as per the Society records on the basis of the property taxes levied by the Municipal Corporation ) on the second floor of the building known as DAYA NIWAS of the said Daya Niwas "B" Wing Co-operative Housing Society Ltd on the piece and parcel of land as more particularly described in the Schedule hereunder written TOGETHER WITH the said 5 (five) Share of Rs. 50/each bearing distinctive Nos. 96 to 100 (both inclusive) under Share Certificate No. 20 dated 13th August 2009 issued by the said Daya Niwas B Wing Co-operative Housing Society Ltd, SUBJECT TO the Bye laws of the said Society TOGETHER WITH all the deposits in respect thereof AND TOGETHER WITH all their beneficial interest therein AND TOGETHER WITH their interest in the Capital of the said Society all of

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Betweenthe M. A menta which are more particularly described in the Schedule hereunder written.

f. In pursuance of a Deed of Gift dated 22<sup>nd</sup> day of December 2010 duly registered with the Sub Registrar of Assurance at Mumbai under Serial No. BBE3/12075/2010 the said Smt. Ansuya Bhagoji alias Anasuya Bhagoji gifted her one half share in the said Shares and the said flat No. B-24 to the Transferor therein the said Mr. Amol Dixit exclusively with the intent that he becomes the sole and absolute owner of the said flat and the said Shares of the said society.

Mr. Amol Dixit made an application to the MAYA NIWAS B WING CO-OPERATIVE HOUSING SOCIET LTD. for admitting him as the sole member and for marsfer of the said Share and the said Flat in his name in the receipts of the said Society which said application was been accepted by the society and that the Transferor herein was admitted as the sole member of the said society and that the Share Certificate also been transferred in his sole name

the sole and absolute owner and was seized and possessed of or otherwise well and sufficiently entitled to the said flat No. B -24 admeasuring about 526.16 sq.ft. carpet area per the society records on the basis of the property taxes levied by the Municipal Corporation on the Second floor of the "B" Wing building known as DAYA NIWAS on the piece and parcel of the land as more particularly described in the Schedule hereunder written as the absolute owner thereof TOGETHER WITH the said 5 ( five) Share of Rs. 50 each bearing distinctive Nos. 96 to 100 ( both inclusive) under Share Certificate No. 20 dated 15<sup>th</sup> August 2009, issued by the said

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Daya Niwas "B" Wing Co-operative Housing Society Lt. SUBJECT TO the Bye laws of the said Society TOGETHER WITH all the deposits in respect thereof AND TOGETHER WITH all his beneficial interest therein AND TOGETHER WITH his interest in the Capital of the said Society all of which are more particularly described in the Schedule hereunder written:

i) The said Amol Prabhakar Dixit by a Deed of Transfer dt. 9<sup>th</sup> March 2011 sold, transfer and assigned all his right, title and interest in the flat No. B-24 admeasuring about 460 sq.ft carpet (526.16 sq.ft carpet as per the society record on the hard of the property tax levied by the Municipal Corporation for the said flat on the 2<sup>nd</sup> floor in DAYA NIWAS "B" (15 g signate 17 g), lying and being at S.K. Bole Road, Dadar (W), Mumbar 100 028 bearing C.S. No. 1243 of Lower Parel Division i.e. T.P. No. 853 of Mahim TPS – IV to Mr. Anand Gandhi and Bharesh Gandhi vide Deed of Transfer registered in the office of the Jt. Sub Registrar Mumbai City – II under the Sr. No. 1887 dt. 10.3.2011. Thereby the Transferors herein became the owner of the Flat as well as the Share Certificate being 1885 ed 3 by the said society in their favour.

Transferees herein AND the Transferees herein have agreed to purchase and acquire from the Transferor on AS IS WHERE IS basis his said Flat No. B-24 admeasuring about 526.16 sq,ft, carpet area per the society records on the basis of the property taxes levied by the Municipal Corporation, on the Second floor of the "B" Wing building known as DAYA NIWAS TOGETHWER WITH 5 (five) Shares of Rs. 50/each bearing distinctive Nos. 96 to 100 (both inclusive under Share Certificate No. 20 dated 15<sup>th</sup> August 2009,

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TOGETHWER WITH all deposits in respect thereof AND TOGETHER WITH all his benefits and interest therein AND TOGETHER WITH his (Transferor's) interest in the Capital of the said Society free from all encumbrances and claims whatsoever at or for the lump sum consideration of Rs. 77,50,000/- (Rupees Seventy Seven Lakh Fifty thousand AND upon the terms and conditions hereinafter appearing.

WHEREAS the Transferors are the Owners of and seized and possessed of or otherwise well and sufficiently atteled to on ownership basis a flat bearing No. 24 situate on 2nd floor DAYA NIWAS B WING CO-OP HSG. SOC LTD. Which i registered as a Co-operative Housing Society, under the Maharashtra Co-operative Societies Act 1960, situated at S K Bole Road, Dadar (W) Mumbai 400 028 and more partial arly 3 described in the schedule hereunder written.

AND WHEREAS the Transferors are a member of the known as the DAYA NIWAS B WING CO-OPERATIVE HOUSING SOCIETY LTD. . Which is registered with the Registrar of Co-op Societies, Mumbai vide Registration No MUM/WGN/HSG/ TC-8471 OF 2004/2005 and has its registered office situated at S.K. Bole Road, Dadar (West) Mumbai 400 028 (for brevity's sake hereinafter referred to as THE SAID SOCIETY) and is holding 5 share of Rs. 50/- each of the said society in his own name bearing Nos. 96 to 100 and bearing the Certificate No. 20 ( for brevity's sake hereinafter referred to as the SAID SHARE) and the Transferors are in possession of one flat being Flat No. B/24 on the 2<sup>nd</sup> floor of the builing of the said society, admeasuring 526.26 sq.ft. carpet area, (equivalent to 58.67 sq.mtr. built up) (for brevity's sake hereinafter referred to as "THE SAID FLAT")

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AND WHEREAS the Transferors have agreed to sell and the Transferees have agreed to Purchase all the right, title, interest, entitlement, benefits and/ or claim of the Transferors in the said flat for a total consideration of Rs.77,50,000/- (Rupees Seventy Seven Lakhs fifty thousand only )

AND WHEREAS the present sale is governed under all applicable laws and more particularly under the MAHARASHTRA CO-OPERATIVE SOCIETIES ACT 1960

AND WHEREAS the parties are desirous of reterms and conditions of the said agreement hereinafter appearing.

NOW THIS AGREEMENT FOR SALE WITNESSEFFF AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

**THAT** 

Transferors herein have agreed to sell to the Transferee 1) and the Transferee have agreed to purchase from the Transferor the said flat bearing Flat No. B-24 on the 2nd floor of the building of DAYA NIWAS "B' WING CO-OPERATIVE SOCIETY LTD.. Situated at S.K. Bole Road, Dadar (West) Mumbai 400 028 admeasuring 526.16 sq. mts. Carpeat area (equivalent to 58. 67 sq mtrs Built up) and more particularly described in the Schedule hereinafter written, along with all the liberties privileges and advantages, appurtenant, thereto and

all the estate, possession, right title, interest, entitlement, benefits and/ or claim and/or demands whatsoever of the thereon in the said flat together with the permanent and absolute right to occupation of the said flat and Ashok R. Mehda. Befourth

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other deposits relating to the said flat for a consideration of Rs. 77,50,000/- (Rupees Seventy Seven Lakh Fifty Thousand only) full consideration to the Transferees herein

2) The Transferors have agreed to hand over to Transferees the physical, vacant and peaceful possession of the said flat, including all the sets of keys of the said flat on receipt of the full consideration of Rs. 77,50,000/- (Rupees Seventy Seven Lakhs fifty thousand only ) full consideration amount the date of receiving peaceful, vacant and physical possession of the said flat from the Transferors the Transferee absolute owner of the said flat and Transferors heirs, executors, administrators, assigns shall

right title and interest whatsoever thereafter.

3) The Transferees have paid to the Transferors amount. Rs. 22,50,000/- (Rupees Twenty two lakh fifty thousand only) as an earnest money, the payment and receipt whereof the hereby admits and acknolwedges ( As more particularly described in the receipt attached herein 33 २०११

The Transferees herein in will raise Loan 4) (Fifty five lakhs 55,00,000/only from Rs. PATIALA DADR BRANCH STATE BANK OF on submission of Registered and Indexed Document with the the said bank will make payment of the same of M.A. Mehta. said bank, amount immediately to the Transferors.

The Transferors hereby agrees to acquit, release and discharges the Transferees forever on this behalf of this consideration and every part thereof upon receiving the total amount of Rs. 77,50,000/- (Rupees Seventy Seven Lakhs Fifty Thousand only ) full consideration amount being full and final

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amount of the consideration for the sale of all their liberties, privileges and advantages appurtenant thereto and all the estate, possession, right, title, interest entitlements, benefits claim and/ or demands whatsoever in the said flat.

- The Transferor doth hereby declare ,assure and covenant 6) with the Transferees that neither they nor any body on their behalf have created any charge, lien, mortgage, claim, interest or otherwise in any manner encumbered the said flat or any part thereof and that there is no valid existing or subsisting charge, attachment and/ or lien levied or leviable upon or again the said flat or any part thereof and that the Transferor occupation, ownership title, right and claim in the Said Rais clear, marketable and free from any encumbrants whatso and the Transferors have good right, full powered absolute authority to sell and transfer the said flat to the Transferes: the manner aforesaid. The Transferors further declare that they have not entered into any agreement/s with any other person/s in respect of the said flat and also no suit, proceedings and/ or litigations are pending against the said flat norflat is a subject matter in any court of law.
- The Transferors doth hereby covenant, Transferees shall after receiving the full consideration for the henceforth quietly and peacefully posses, use occupy and enjoy the said flat without and let, hindrance, denial demand. interference, or eviction by the Transferors or any other person or persons lawfully or equitably claiming through under or in trust for the Transferors.
- The Transferors agrees and render themselves liable to pay all claims and dues, if any, prior to the date of receiving full consideration of the flat and to settle, satisfy and discharge Beforeith

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all former and other right, title, interest and/ or claim and/ or demands, if any one whosoever and of any nature whatsoever to keep the interest of the Transferees and their said flat and assets duly indemnified held harmless, safe and unaffected. The Transferees agree to bear and pay on and from the date of taking over the possession of the flat from the Transferors the charges and dues and also all other outgoings

9) The Transferors shall at the cost of the Transferees execute all documents, application and transfer forms as required to get the said flat transferred in the name of th Transferee and also that he be admitted by the member.

The Transferors herein will hand over to the Transferee the original agreement for sale with the Developers and all the deeds, documents and writing which might be in their possession or custody relating to the title of the Transferors to बबइ - ३ the said flat.

The time is the essence of this Agreement and in the event the Transferee fail to pay the balance amount as mentioned in clause above. The Transferors shall be at liberty to terminate and cancel this agreement and return the earnest money, received without any interest. However the Transferors shall give 15 (fifteen) days notice of this intention before terminating this agreement

That the Transferees have read and are aware about all 12) the provisions of the bye laws of the said society and agree abide by the laws and rules of the said society.

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The Transferees shall alone bear all the stamp duty, registration charges, legal and professional fees, contribution, transfer fee to the society by the Transferees alone

14) The Transferors shall on request of Transferees present themselves or their C.A. at the Office of Sub Registrar of Mumbai for execution and admission of this age

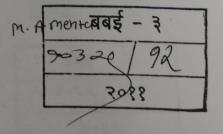
All disputes under this agreement jurisdiction of court in Mumbai

## SCHEDULE OF THE PROPERTY ABOVENAMED

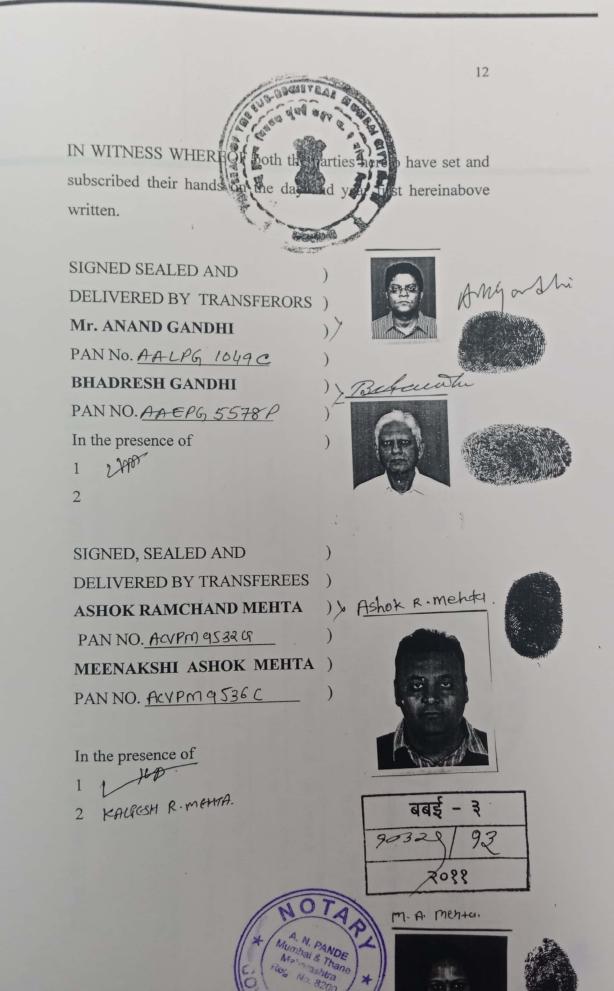
All that residential flat No. B-24 on the 2<sup>nd</sup> floor of the DAYA NIWAS B WING CO-OPERATIVE HSG. SOC. Situate and lying on the land situated in the village Lower Parel in Greater Mumbai in the Registration District and Sub District of Mumbai City bearing C.S. No. 1243 of Lower Parel Division on S.K. Bole Road, Dadar (W) Mumbai 400 028

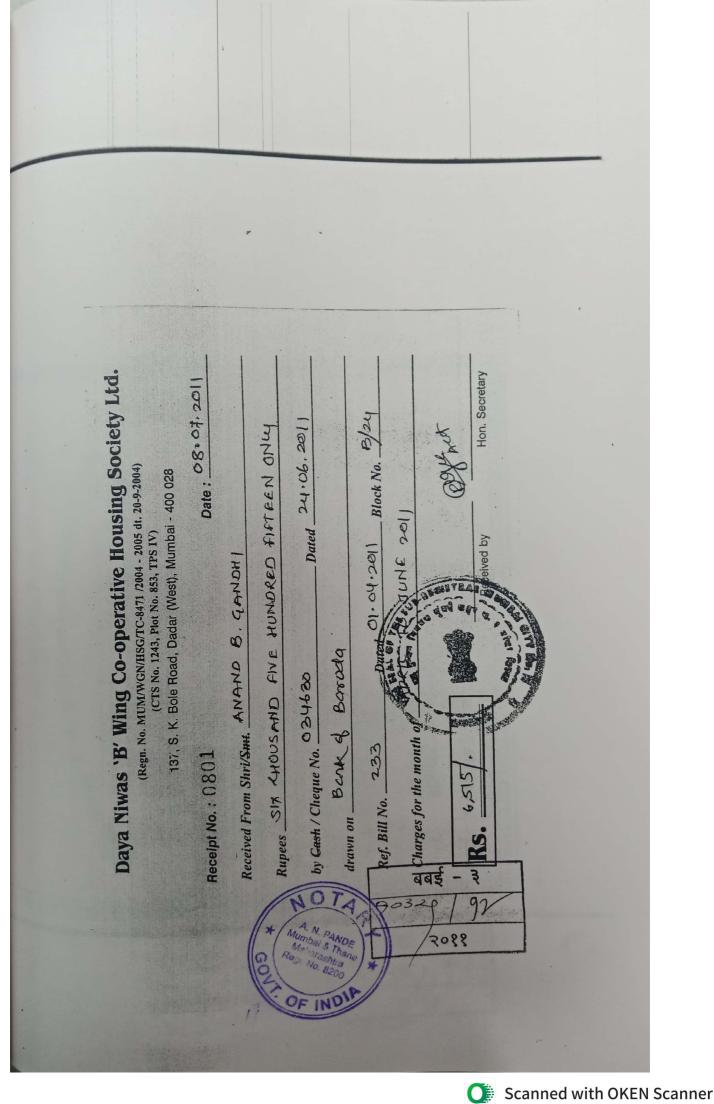
Ashok R. Mehta.

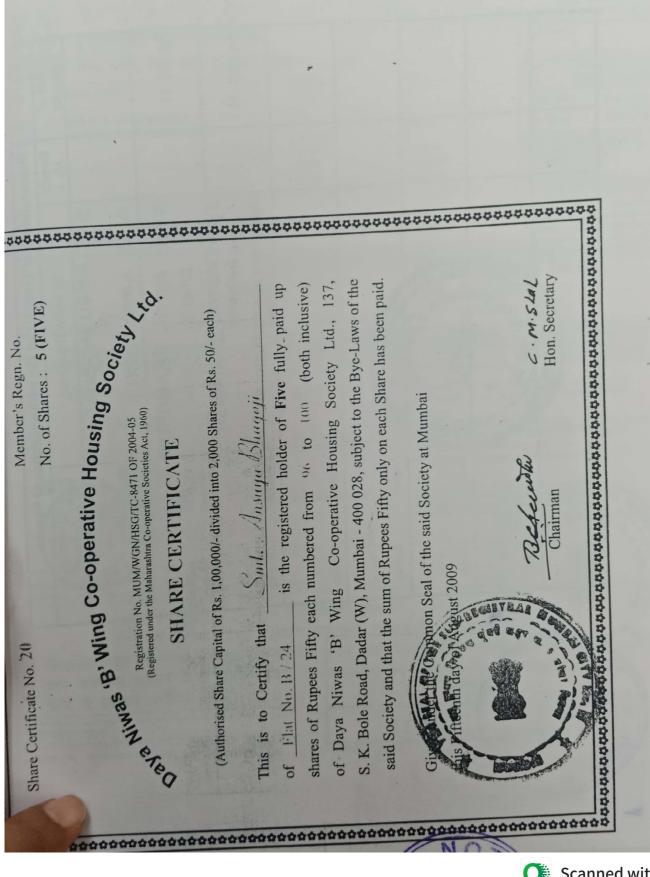
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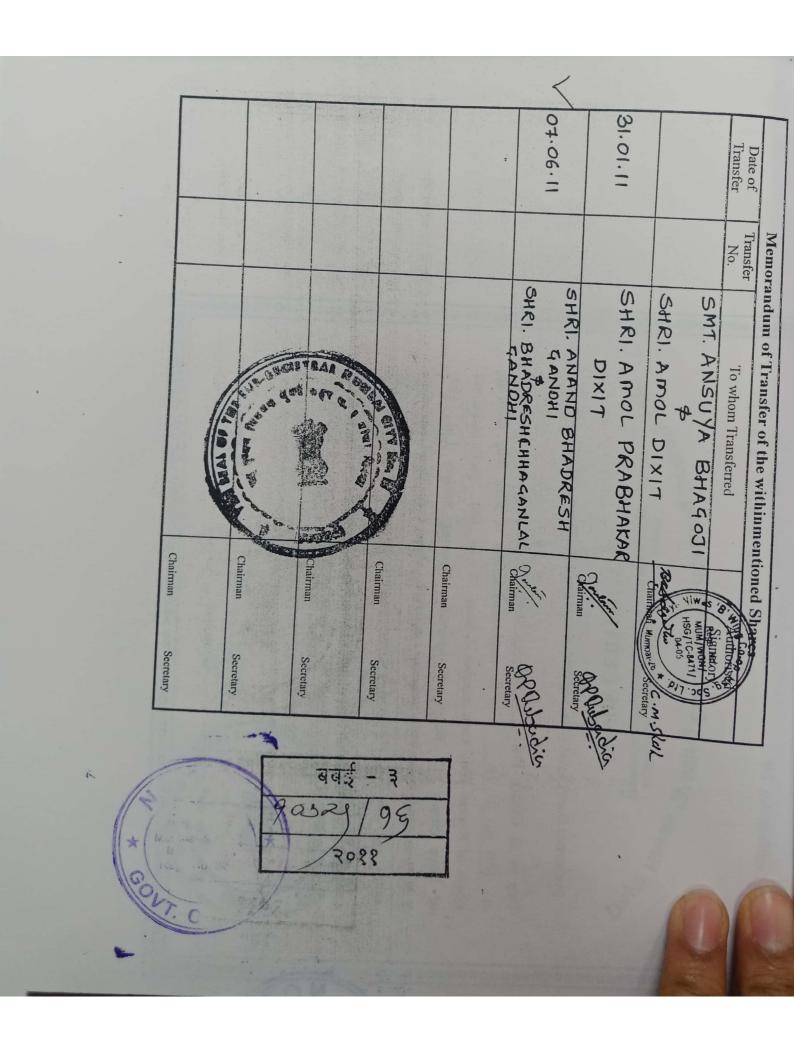












Consider the same of the same MUNICIPAL CORPORATION OF GREATER MUMBAI No. EB/9516/GN/AR of 13.12.97

To, Shri K.H. Mistry & C.N. Mistry, C.A. to Owners, 137, Daya Niwas, S.K. Bole Road, Dadar, Mumbai-400 028.

> Sub: - Proposed reconstruction on F.P.No.853, TPS IV Mahim, S.K. Bole Road, Dadar, Mumbai-28.

Sirs.

The full development work consisting of ground 1st to 5th floor typical & 6th,7th, 8th with part to 1980 i.e. entire wing 'B' on F.P.No.853, TPS IV Mahim, S.K Road, Dadar, Mumbai-400 028, is completed under the supervision of Shri M.N. Parchit, Architect, No.CA/84/8467 may be occupied on the following poditions

B.M.C. Act shall be submitted before asking B.C.C.

2) That the society of the existing tenants shall be registered within six months from the receipt of this letter, failing which, the deposit of Rs. 25,000/- shall be forfeited.

A set of plans is returned herewith in toked of approval. 2088

Please note this occupation permission is granted without prejudice to the rights of M.C.G.M. to take action under Section 353-A of B.M.C. Act, if found necessary

Engineer



## Daya Niwas 'B' Wing Co-Operative Housing Society Ltd. (Regn. No. MUM/WGN/HSG/TC-8471 /2004-2005 dt. 20-9-2004)

137, S. K. Bole Road Agar Bazar, Dadar (West) Mumbai 400 028

November 17, 2011

## WHOMSOEVER IT MAY COCERN

This is to certify that the Flat No.24 admeasuring to 526.16 sq.ft. carpet area located on the 2<sup>rd</sup> floor of the Society's building is belonged to Shri Anand Bhadresh Gandhi and Shri Bhadresh Chhaganlal Gandhi. The flat is free from all 'the Society's dues as well as from encumbrances, hypothecation or mortgage as per our records.

In view of the above, we have NO OBJECTION in transferring the above flat in the name of Shri Manish Ramniklal Mehta and Smt. Nutan Manish Mehta.

Hon. Secretary





Friday, November 18, 2011 11:17:57AM

## दस्त गोषवारा भाग-1

बबई3

दस्त क्रमांक : 10329/2011

दस्त क्रमांक: बबई3 /10329/ 2011

बाजार मुल्य: रु.७,011,043/-

मोबदला: रु.7,750,000/-

भरलेले मुद्रांक शुल्क: रु.370,100/-

दु.नि.सह दुय्यम निबंधक मुंबई शहर 3 यांचे कार्यालयात

अ.क्र.10329 वर दि.18/11/2011

रोजी 11:03:48:000AM वा. हजर केला.

पावती

सादर करणाराचे नाव:अशोक रामचंद्र मेहता

नोंदणी फी:

दस्त हाताळणी फी:

₹.30,000.00

₹.460.00

पृष्ठांची संख्या : 20

एकुण

₹.30,460.0

Ashok p. melt.

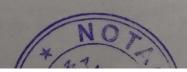
शिक्का क्र.1 Nov 18 2011 11:16AM ची वेळ:(सादरीकरण)

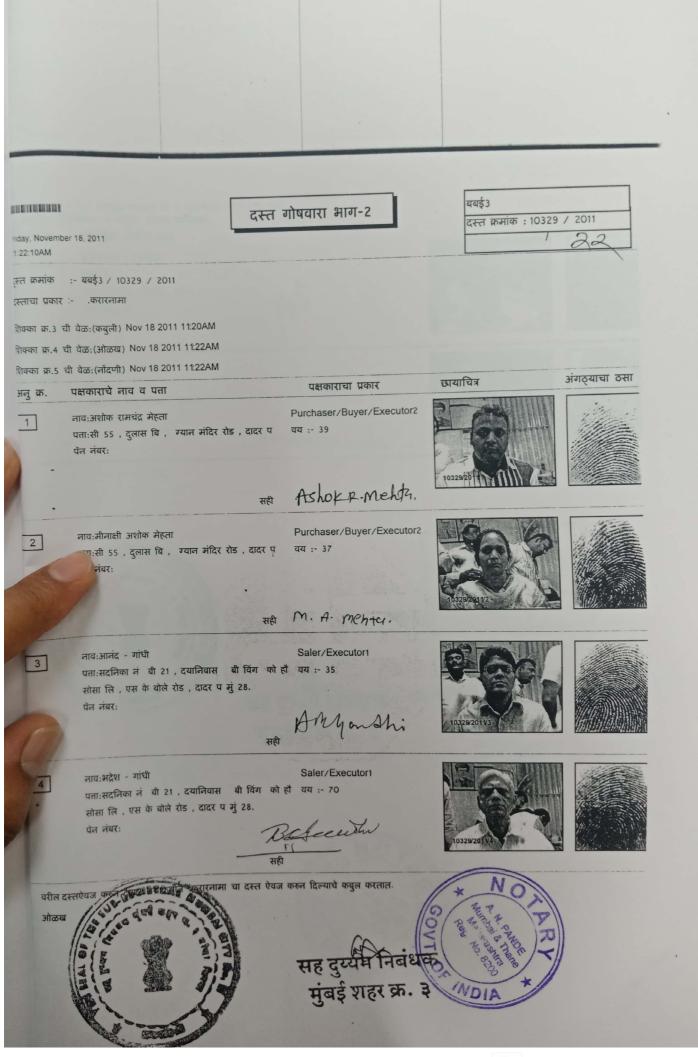
शिक्का क्र.2 Nov 18 2011 11:17AM ची वेळ:(फी)



प्रमाणित करणेत येते की, दस्तामध्ये एकूण 2 2 पाने आहेत. पुस्तक क्रानांक १, बवई-३५०११ दिनांक. .1 8 NOV 2011

सह दुय्यम निकिक, मुंबई शहर-३





बातीत इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

ओळखीचे नाव व पत्ता

नाव:प्रसाद - फडणीस वय:29 पत्ता:170 हिंदु कॉलनी , दादर पिन कोड:14





2 नाव:जितेंद्र - सिंग पता:170 हिंदु कॉलनी , दादर पिन कोड:14

ditwo RASINGH.





10329 / 2011



सह दुय्यम निबंधक Certified True Copy मुंबई शहर क्र. ३

2033

1 9 NOV 2011.

