8451888600

#### Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0306202302822 Date

03/06/2023

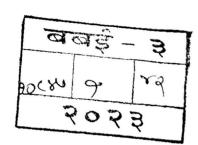
Received from DHC, Mobile number 7045219893, an amount of Rs.840/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District.

#### Payment Details

Sank Name	SBIN	Date	03/06/2023
Bank CIN	10004152023060302542	REF No.	IGAPRHWJJ8

This is computer generated receipt, hence no signature is required.







## CHALLAN MTR Form Number-6



GRN MHO	03034237202324E	BARCODE MILLI			Date	03/06/2023-17:04:21	Form ID 52(a)
Department	Inspector Genera	Of Registration				Payer Details	52(a)
Stamp Duty Type of Payment Registration Fee			TAX ID / TAN	(If Any)			
Type of Paym		PAN No.(If Ap	plicable)				
Office Name	BOM2_JT SUB R	EGISTRA MUMBAI CITY	Y 2	Full Name		BIBHAS S DAMLE	
Location	MUMBAI						
Year	2023-2024 One	Time		Flat/Block N	0.	FLAT NO 402, 4TH	FLOOR, ANAND BHUVAN
	Account Head I	Details	Amount In Rs.	Premises/Bu	ilding	BLDG, GOREWADI CI	HS LTD
0030045501	Stamp Duty		500.00	Road/Street		26, PANDIT SATWA	ALEKAR MARG, MOGUL
0030063301	Registration Fee		1000.00				
				Town/City/D	istrict		
				PIN		4	0 0 0 1 6
				Remarks (If	Any)		SUB-REQUE
				SecondPartyName=VIDYA V PHADKE AND THE PROPERTY OF THE PROPERT			
						SEAL OF THE	
				Amount In	One The	ousand Five Hundred R	Contract of the
Total			1,500.00	Words			MANA
Payment Deta			F	OR USE IN RECEIVIN	G BANK		
Cheque-DD Details				Bank CIN	Ref. No.	0004057202306035	58593 IKOCGVLVM9
Cheque/DD N	0.			Bank Date	RBI Date	03/06/2023-17:24:0	Not Verified with RBI
Name of Bank	1			Bank-Branch STATE BANK OF INDIA			
Name of Brand	ch	•		Scroll No. , Date Not Verified with Scroll			

Department ID: Mobile No.: 704521989 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. खदर चलन केवळ दुव्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Print Date 03-06-2023 05:05:43

90CX



# CHALLAN MTR Form Number-6

			1 11 11 11 11 11 10 11 11 11 11 11 11 11	H10	Date 03/06/2023-1				52(a)
GRN MIC SHIPTING 194E	BARCODE	171111111111111111111111111111111111111			Payer De	etails			
Department Insured Secretal Of Registration			TAX ID / T	TAX ID / TAN (If Any)					
			PAN No.(If	PAN No.(If Applicable)					
Office Name BC U. I SUB REGISTRA MUMBALCITY 2		Full Name		BIBHAS S DAM	LE				
Location Michael				-					
Year 2001 2024 One 1	7.0		Flat/Block	No.	FLAT NO 402.	4TH F	LOOR.	ANAN	ANAND BELL
Account Head De					BLDG GOREW				
"Com Meso" Stam: Outy	etails	Amount In R	s. Premises/E	Building	26. PANDIT S			MAR	G. MC
		500	00 Road/Stree	et	LANE, MAHIM				
0030163301 Registration Fee		1000 (	00 Area/Local	ity	MUMBAI				
			Town/City/	District					
			PIN			4	0 0	0	1
			Remarks (II	f Anv)		<u></u>		- Junean	L .
			Remarks (If Any)  SecondPartyName=VIDYA V PHADKE AND THAT THE						
11.4 -									
g n. et bille.	gard time.			E SE					
1500 00			4		14	(F	Y		w (
1500.00					AL OF	E E			3
1500.00					SEAL OF	A LANGE			3
The second of the second			Amount to		SEAL OF			و ا	
If it are a property is		160.00	Amount In	One Th	Ousand Five Hundre				
The street and the st	BANK OF INDIA	1.500 00	-	One Th	Ousand Five Hundre	A CONTRACTOR			
ment Details STATE	BANK OF INDIA	1,500 00	-				NK NK		
The street and the st		1.500 00	Words		OR USE IN RECEIV	ING BA			
ment Details STATE		1.500 00	Words	Fef No	OR USE IN RECEIV	ING BA	IK0CG		
ment Details STATE  Cheque-DD			Words Bank CIN	Fef No	00040572023060 03/06/2023-17:24	358593			
ment Details STATE  Cheque-DD  of Bank	) Details		Bank CIN Bank Date R	Ref No	00040572023060 03/06/2023-17:24 STATE BANK OF	358593 05	Not Ver		
ment Details STATE  Cheque-DD  of Bank	) Details		Bank CIN Bank Date R	Ref No	00040572023060 03/06/2023-17:24 STATE BANK OF	358593 05	Not Ver		
ment Details STATE  Cheque-DD  of Bank	) Details		Bank CIN Bank Date R	Ref No	00040572023060 03/06/2023-17:24 STATE BANK OF Not Venfied with s	358593 O5 INDIA Scroll	Not Ver	rified w	ith RBI
ment Details STATE  Cheque-DD  of Bank	) Details		Bank CIN Bank Date R	Ref No	00040572023060 03/06/2023-17:24 STATE BANK OF Not Venfied with s	358593 O5 INDIA	Not Vel	ZOA	th RBI
ment Details STATE  Cheque-DD  of Bank	) Details		Bank CIN Bank Date R	Ref No	00040572023060 03/06/2023-17:24 STATE BANK OF	358593 O5 INDIA	Not Ver	ZOA	ith RBI
ment Details STATE  Cheque-DD  of Bank	) Details		Bank CIN Bank Date R	Ref No	OR USE IN RECEIV  00040572023060  03/06/2023-17:24  STATE BANK OF  Not Venfied with	358593 O5 INDIA	Not Vel	ZOA	th RBI
Cheque-DD  ar/DD No  of Bank  if Branch  the docum  in shizh	Details  Tent to be rejected to be rejected as	red in Sub Regis जे.क्योजब र पा	Bank CIN Bank Date R	Ref No	00040572023060 03/06/2023-17:24 STATE BANK OF Not Venfied with s	358593 O5 INDIA	Not Vel	ZOA	th RBI
Cheque-DD  we/DD No  of Bank  if Branco  reco ID  Remarks  (IS)-450-10847	Details	red in Sub-Pagist	Bank CIN F Bank Date R Bank-Branch Scroll No Da	Ref No RBI Date te	OR USE IN RECEIV  00040572023060  03/06/2023-17:24  STATE BANK OF  Not Venfied with start appreciatored in the start appreciatore	358593 O5 INDIA	Not Vel	ZOA	th RBI
Cheque-DD  ar/DD No  of Bank  if Branch  the docum  in shizh	Details  Deface  00016099	ment No.	Bank CIN Bank Date R Bank-Branch Scroll No Da	Ref No RBI Date te	OR USE IN RECEIV  00040572023060  03/06/2023-17:24  STATE BANK OF  Not Venfied with start appreciatored or a	ING BA 358593 105 INDIA Scroll	Not Ver	ZOA'	5210ec
Cheque-DD  we/DD No  of Bank  if Branco  reco ID  Remarks  (IS)-450-10847	Details  Deface  00016099	red in Sub-Pagist	Bank CIN R Bank Date R Bank-Branch Scroll No Da	Ref No RBI Date te Not sa hore	OR USE IN RECEIV  00040572023060  03/06/2023-17:24  STATE BANK OF  Not Venfied with start of the University of the University of the Userid  Userid  IGR 184	ING BA 358593 105 INDIA Scroll	Not Vel	ZOA'	5210ec
Cheque-DD  we/DD No  of Bank  if Branco  reco ID  Remarks  (IS)-450-10847	Details  Deface  00016099	ment No. 974202324	Bank CIN Bank Date R Bank-Branch Scroll No Da	Ref No RBI Date te  Not sea Table 6:07:07	OR USE IN RECEIV  00040572023060  03/06/2023-17:24  STATE BANK OF  Not Venfied with:	ING BA 358593 105 INDIA Scroll	Not Ver	704	5210ec



#### RELEASE DEED

1

THIS DEED OF RELEASE is made at Mumbai this 4th day of June, 2023.

#### BETWEEN

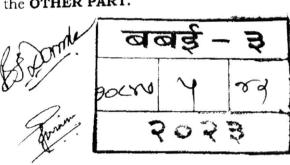
1) MRS. VIDYA VINAYAK PHADKE nee VIDYA SHANTARAM DAMLE, age 66 years, an adult, India Inhabitant of Mumbai, presently residing at 27/222, Unnat Nagar-4, Off M. G. Road, Goregaon (West), Mumbai - 400062, 2) MR. PANKAJ JAYANT KHARE age 53 years, an adult, Indian Inhabitant of Mumbai, presently residing at Flat No.A/504, Meghdoot Residency, Shahaji Raje Road, Opp. Thakkar Bakery, Vile Parle (East), Mumbai -400057 AND 3) MISS. POORNIMA JAYANT KHARE, age 51 years, an adult, Indian Inhabitant of Mumbai, presently residing at Room No.304, Yogi Residency, Link Road, Opp. Our Lady of Vailkani High School Yogi Nagar, Borivali (West), Mumbai - 400092 hereinafter referred to as the "RELEASORS" (which expression shall unless it be repugnant to the context or meaning thereof be their heirs, mean and include to administrators, legal representatives and assigns) of the ONE PART.

### AND

MR. BIBHAS SHANTARAM DAMLE, age 77 years, an adult, Indian Inhabitant, presently residing at Room No.401, Anand Bhuvan, Mogal Lane, Gorewadi, Mahim (West), Mumbai – 400016 hereinafter referred to as the "RELEASEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.







and the

## WHEREAS:

A) The Gorewadi Co-operative Housing Society Limited was formed and got registered under Maharashtra Co-operative Societies Act, 1960, under registration No. bearing BOM/W-GN/HSG/(TC)/2609/1988-89 12.09.1988 dated address at 26, Pandit Satwalckar Marg, Mogul Lane, Mahim, Mumbai - 400016 (hereinafter referred to as "the said Society") and the society's building is standing on plot of land bearing Final Plot No.357, TPS III and Cadastral Survey 2s.4/574 & 5/574 of Mahim Division.

Shri. Shantaram Vyankatesh Damle was seized and essed or otherwise well and sufficiently entitled to legal ership of a residential premises being Flat No.402 dimeasuring 297 sq. ft. Carpet area, on 4th Floor, in the Anand Bhuvan building of the said Society (hereinafter referred to as "the said Flat") and he was in exclusive use, occupation and possession thereof in the capacity of absolute owner thereof.

C) The said Shri. Shantaram Vyankatesh Damle was original member of the society and he was holding the 5 (five) fully paid-up shares of Rs.50/- each bearing distinctive share numbers from 101 to 105 (both inclusive) under Share Gertificate No.21 dated 15th March, 1989 issued by the said Society (hereinafter referred to as 'the said Shares") in E respectiof the said Flat.

Rhandsaid original member Shri. Shantaram Vyankatesh died intestate on 23-02-2005 and his wife smt. Kamala Shantaram Damle has predeceased him on 28-12-2003 at Mumbai leaving behind them the following persons are the only heirs and legal representatives :-Sr. Nos.

100 W

Mr. Bibhas Shantaram Damle 2. Mrs. Sunceta Jayant Khare

# Relation

 $s_{on}$ 

Married Daughter

nee Mandakini Shantaram Damle

- 3. Mrs. Vidya Vinayak Phadke Married Daughter nee Vidya Shantaram Damle
- The Releasors and Releasee declare that after demise of original flat owner / member Shri. Shantaram Vyankatesh Damle, the above mentioned heirs and legal representatives i.e. one son Mr. Bibhas Shantaram Damle and daughters Mrs. Suneeta Jayant Khare and Mrs. Vinayak Phadke are holding 1/3rd undivided share cach in respect of the said Flat and said Shares by of inheritance as it is ancestral property.
- heir no.2 viz. Mrs. Suneeta Jayant Khare died intestate on 25-10-2021 at Mumbai leaving behind her one son Mr. Pankaj Jayant Khare and one daughter Miss. Poornima Jayant Khare being only heirs and legal representative.
- G) The Releasor Nos. 2 & 3 declare that after demise of Mrs. Suneeta Jayant Khare, Mr. Pankaj Jayant Khare and Miss. Poornima Jayant Khare have acquired undivided shares as a only heir and legal representative in 1/3rd Undivided Share of Late Mrs. Suneeta Jayant Khare who had acquired from her deceased father Shantaram Damle in respect of the same flat and said Shares by way of inheritance as it is her questral property.
  - H) The Releasor No.1 viz. Mrs. Vidya Vinayak Phadke is real sister of Mr. Bibhas Shantaram Damle, the Releasee herein and as such they are in close and blood relations to each other.
  - The Releasor No.2 viz. Mr. Pankaj Jayant Khare (who is Son of Late Suneeta Jayant Khare) is nephew of Mr. Bibhas Shantaram Damle (who is real brother of Late Suneeta Jayant Khare) the Releasee herein and as such they are in close and blood relations to each other.

The Releasor No.3 viz. Miss. Poornima Jayant Khare (who is daughter of Late Sunceta Jayant Khare) is niece of Mr. Bibhas Shantaram Damle (who is real brother of Late Suneeta Jayant Khare) the Releasee herein and as such they are in close and blood relations to each other.

As the Releasor No.1 has executed this Deed of Release in respect of her respective undivided shares in the said Flat and said shares (the ancestral property) which the Releasors No 1 has acquired from her deceased father and the Releasor o.2 & 3 have executed this Deed of Release in respect of eir respective undivided shares in the said Flat and said ares (the ancestral property) which the Releasors Nos.2 &have acquired from their deceased mother of whatsoever nature in favour of the Releasee of whatsoever nature in favour of the Releasee and to that effect all the parties executing this Deed of Release are only heirs and legal representatives of Late Shri. Shantaram Vyankatesh Damle & Mrs. Sunceta Jayant Khare therefore affixed stamp duty of Rs. 200/- is payable in this Deed of Release under Article 52 of the Bombay Stamp Act, 1958.

NOW THIS INDENTURE WITNESSETH that in Pursuant to their wish, as mentioned above, the Releasors without any consideration Therests in the said Flat and the said shares more rehy repounce and release their undivided shares, rights, particularly described in the **Schedule** hereunder written 0(14) Out of their free will and while they are in sound health and sound Releasors declare that they have made this Release Deed

mind and of good understanding without any pressure and without under influence of anybody.

The Releasors doth hereby covenant with the Releasee that in future if the Releasee opt to sell the said Flat and the said Shares to the prospective purchaser/s, the Releasee shall be entitled to do so at a price and on the terms and conditions that

may be agreed by the Releasee without any reference to and without seeking the Consent / No Objection of Releasors / their heirs / anybody claiming through them.

The Releasors doth hereby confirm and record that shall on execution hereof put the Releasee in quiet, peaceful vacant possession of the said Flat as owner thereof Releasee shall hold 100% shares in the said Flat and said

## THE SCHEDULE ABOVE REFERRED TO

All that Undivided shares, right, title and interest in respect of the Residential premises bearing Flat No. 402 admeasuring 297 sq. ft. Carpet area, on 4th Floor, in the Anand Bhuvan building of the society known as Gorewadi Co-operative Housing Society Limited, Situated at 26, Pandit Satwalekar Marg, Mogul Lane, Mahim, Mumbai – 400016 and lying and being on plot of land bearing Final Plot No.357, TPS III and Cadastral Survey Nos.4/574 & 5/574 of Mahim Division in the Registration District and Suburban District of Mumbai City.

And 5 (Five) fully paid-up shares of Rs.50/- each bearing distinctive share numbers from 101 to 105 (both inclusive) under Share Certificate No.21 dated 15th March, 1989 issued by Gorewadi Co-operative Housing Society Limited.

Fadre

बबई - ३ ,०00 e ~ २०२३

IN WITNESS WHEREOF the Releasors and Releasee have purpose hand to this writing the day and date first hereinabove mentioned

SIGNED AND DELIVERED BY "RELEASORS"

The parties of the "ONE PART"

1) MRS. VIDYA VINAYAK PHADKE nee VIDYA SHANTARAM DAMLE PAN NO. AAKPP9282F







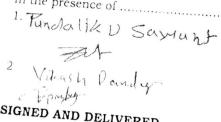
2) MR. PANKAJ JAYANT KHARE PAN NO. AGPPK1714L

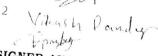


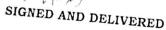


3) MISS. POORNIMA JAYANT KHARE PAN NO. AFQPM3770E

In the presence of .....







BY "RELEASEE"

The party of the "OTHER PART"

MR. BIBHAS SHANTARAM DAMLE PAN NO. AACPD0889Q

In the presence of .....

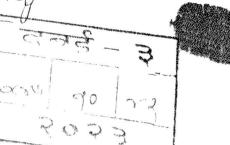


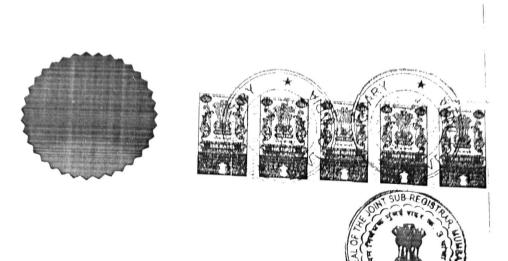


1. Fundalik D Savant

Vikach Pandey

Tomber



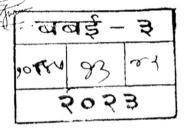


## **AFFIDAVIT**

We, 1) MR. BIBHAS SHANTARAM DAMLE, age 77 years, presently residing at Room No.401, Anand Bhuvan, Mogal Lane, Gorewadi, Mahim (West). Mumbai — 400016, 2) MRS. VIDYA VINAYAK PHADKE nee VIDYA SHANTARAM PHADKE, age 66 years, presently residing at 27/222, Unnat Nagar-4, Off M. G. Road, Goregaon (West), Mumbai — 400062, 3) MR. PANKAJ JAYANT KHARE, age 53 years, presently residing at Flat No.4/504, Meghdoot Residency, Shahaji Raje Road, Opp. Thakkar Bakery, Vile Parle (East), Mumbai — 400057 AND 4) MISS. POORNIMA JAYANT KHARE, age 51 years, presently residing at Room No.304, Yogi Residency, Link Road, Opp. Our Lady of Vailkani High School Yogi Nagar, Borivali (West), Mumbai — 400092 all adults, Indian Inhabitants, all do hereby state on solemn affirmation as under:-

Jadke Jak

Brimp



1) We say that Shri. Shantaram Vyankatesh Damle died intestate on 23-02-2005 at Mumbai and his wife his wife Smt. Kamala Shantaram Damle has predeceased him on 28-12-2003 at Mumbai leaving behind them the following persons are the only heirs and legal representatives under the law of succession by which they were governed at the time of their deaths:-

Mrs. Suneeta Jayant Khare

Mee Mandakini Shantaram Damle

Mrs. Vidya Vinayak Phadke

nee Vidya Shantaram Damle

We say that out of the abovementioned heirs and legal representatives, heir no.2 viz. Mrs. Suneeta Jayant Khare died intestate the sand one daughter Miss. Poornima Jayant Khare being only heirs and legal representative.

Deponent No. 1 and MRS. VIDYA VINAYAK PHADKE as married daughter being the Deponent No. 2 herein declare that except us there are no other heirs and legal representative of Late Shri. Shantaram Vyankatesh Damle & Smt. Kamala Shantaram Damle.

We, MR. PANKAJ JAYANT KHARE as Son being the Deponent No.3 herein and MISS. POORNIMA JAYANT KHARE as Daughter being the Deponent No. 4 herein declare that except us there are no other heirs and legal representative of Late Mrs. Suneeta Jayant Khare who was one of the heir i.e. married daughter Shantaram Damle.

Shantaram Damle.

Brown le from



We hereby agree and undertake to indemnify the concerned that thorities including office of the Sub-Registrar of Assurances for any actions, suit or proceedings initiated, claim or demand made against and/or any loss, damage or injury is caused.

- 6) We say that we are executing this affidavit out of our field and volition without any kind of duress, coercion and influence anybody.
- 7) We say that we are executing this affidavit to produce before the concerned authorities to enable them to take the above releases facts on their records.
- 8) We say that this affidavit is binding on us and our heirs and legal representatives.

9) We say that whatever stated hereinabove is true and correct to the best of our knowledge and belief and we believe the same to be true.

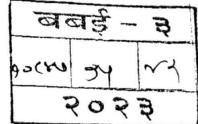
Solemnly affirmed at Mumbai on this 3<sup>rd</sup> day of June, 2023

SIGNED AND DECLARED BY

The within named

- 1) MR. BIBHAS SHANTARAM DAMLE
- 2) MRS. VIDYA VINAYAK PHADKE
- 3) MR. PANKAJ JAYANT KHARE
- 4) MISS. POORNIMA JAYANT KHARE (DEPONENTS)





Blinnle.

Thrown.

BEFORE ME

REGD No. 11252
ADVOCATE HIGH COURT
NOTARY GOVT. OF INDIA
NOTARY GOVT. OF INDIA
NOTARY GOVT. Windyak Darshan, Apartment,
Office: Shop No. 1. Vinayak Darshan, Apartment,
Canach-Peth Lane (Radar (W), Krumbai-400 028.

Share Certificate No. 21 Member's Register No. 21 No. of Shares 5 BOREWADI CO-OPERATIVE HOUSING SOCIETY LIMITED ( Regd. No. Bom/W. GN | HSG | (TC) | 2609 | Year 88-89 dt. 12-9-1988 26, Pandit Satwalekar Marg. (Mogul Lane). Mahim. Bombay-400 016. SHARE CERTIFICATE

Registered under Section 9 (1) of the Maharashtra Co-operative Societies Act 1960 (Act No XXIV of 1961) This is to Certify that Shril Smil. SHANIARAM VYANKAIESH DAMLE? Authorised Capital Rs. 1,00,000/- divided into 2,000 Shares of Rs. 50/- each

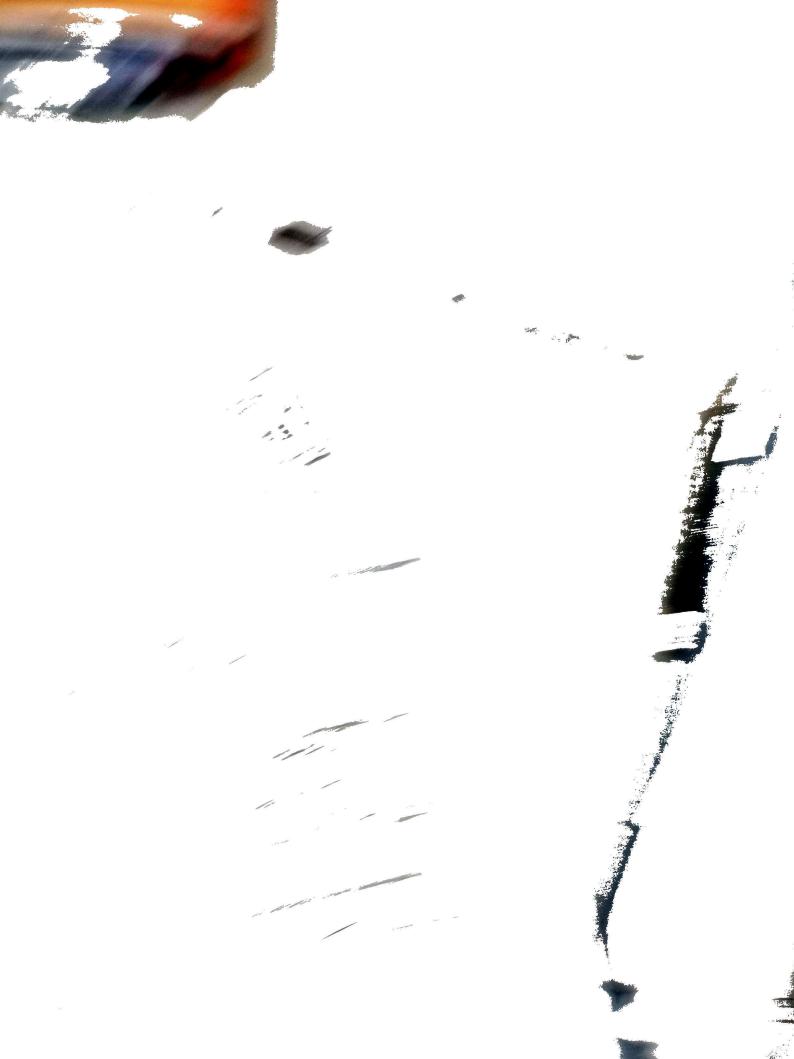
Given under the Common Seat of the said Society at Bombay this 15th day of MARCH 1989 the above Society subject to the by-laws of the said Society and that upon of Bumbayisthe Registered Holder of 5 (Five) shares of Rs. Fifty each of such Shares the sum of Rs. Fifty (Rs. 50)-only) has been paid. (Rs. 50) - only) each numbered from 101 to 105 both inclusive in

250/-Read No R. B. Trachavalla

bed Member of the Hon Secretary

Chairman

SEE DACKSING





GOREWADI CO-OP HOUSING SOCIETY LTD Regn No : (REGD NO BOM/W-GN/HSG/(TC)2609/YEAR 88-89 DT 12/9/1988 26, PANDIT SATWALEKAR MARG, MOGAL LANE, MAHIM, MUMBAI 400016

Name: [AB/402]

SHRIBS DAMLE

Rupees One Thousand Nine Hundred Seventy Seven only.

Bill No : 1580

Bill Oate: 01/04/2023

Period : APRIL-JUNE 23

No.	PARTICULAR	AMOUNT	SNo	PARTICU	LAR CINE AL A	MOUNT
1. MUNCI	PAL TAXES	5.00	2 MAINT	ENANCE CHARG	All Comments	3,2250 00
3. REPAIR	REUND	168.00	1. SINKIN	IG FUND	Pag alas	- 57,CO
	NG CHARGES	0.00	6. BUILD	ING REPAIR	AND THIS CONTRACT	126
	CCUPANCY CHARGES	0.00		US INTERES		SOUTH
9. SPECIAL SERVICES CHARGES		0.00	10. BANK	CHARGES	C THAT	7)400
	AINT/REPAIR	0.00	12. INTER	REST 3		
O Dila	1977.00	Curr.Int.:	0.00	0	Marsh	1977 00
Curr.Prin:	0.00	Arrs.Int.:	0.0	0	Arrs. Rs :	1977.0
Arrs.Prin:					Dues Rs.:	19/1.0

For GOREWADI CO-OP, HOUSING SOCIETY LTD

PAYMENT MAY BE MADE BY CROSSED CHEQUE CHEQUE IS TO BE DRAWN IN FAVOUR OF GOREWADI CHIS LTD PAYMENT IS TO BE MADE AT SOCIETY OFFICE ON SUGGESTED DAYS AND TIME AS DISPLAY ON NOTICE BOARD ON OR BEFORE DUE DATE. INTEREST WILL BE CHARGED ON ARREARS.

# RECEIPT

# GOREWADI CO-OP HOUSING SOCIETY LTD

Regn. No.: (REGD NO BOM/W-GN/HSG/(TC)2609/YEAR 88-89 DT 12/9/1988 26, PANDIT SATWALEKAR MARG, MOGAL LANE, MAHIM, MUMBAI 400016

Receipt No.: 279

Received with thanks from [ AB/402 ]SHRI B S DAMLE

a Sum of Rs. Two Thousand Six Hundred Fifty Seven only.

Cheque No. AMT RECD FOR JAN-MARCH 23

Rs.2657.00

for GOREWADI CO-OP HOUSING SOCIETY LTD

Subject to realisation of cheque(s)

Dy. Ch. 1 23 JAN 1209. 16. PH/P922/09/16 Miri Y.G. Core & Othere. F.P. No. 357 T.P. Scheme. Pogal lane, Mahim, Mahim- 400 016. Sub: Promoned redevelopment of property tearing F.P.No.357 T.P.Scheme-III Mahin at Model Iene, Mahim, Mumirai. Pef : Your architect Sirs. With reference to your architect to above. I have to inform you that this office has no objection for occupation of entire teract wing-B of Stilt + 6 upper a 7th (part) floor of the building on the aboverentioned blot completed under the supervicion of Shri S.P.Rao, Licensed -Surveyor No. CA-75/1533 and Shri C.S. Watchmkar, Structural Engineer ("ag. No. STR\_W-1), subject to the following condition

- That the balance conditions of I.O.D. issued on 30.12. that I be complied with before full development of layor
- That the certificate wisec. 270-0 of B.M.C. Act shall h submitted to this office before B.C.C.
- That the final N.O.C. from Fx. Eng. (3.W.D.)P&D, shall ? submitted before occupation of building-C.
- Thet the R.G. and access road shall be developed as pr . a proved plan before occupition of building-C.

This occupation paraission is granted without prejudice to the rights of M.C.G.X. to take action under section 353-A of B.M.C. ot, if found necessary.

SERPVII

Dy Chief Engineer Building Processis-(City).

No. 53/8922/ON/A 7/1/98

Comy to t Shri S.P.Rao, Architect, Cama Aldg., 24-26 Rolal Sureet, Fort, Mumbel-400 001.

1) W.O.G/North Ward (3) A.E.(Survey)City, (4)A.A.&C.CV 5) A.E.W.W.C/Forth (6) Dy.Ch.E.(Vig.) (7)M.O.H.G/

8) H.C. 8. P. (CIty).

in Proce Ma

1600 Co. P.J.

# बह-मुबद्द महानगरणातिका

# MUNICIPAL CORPORATION OF GREATER MUMBAL

मा । वंभिक्त प्रतासनात

Public Health Department व्यागा क १० FORM NO 10

( महागान्द्र जन्म - मृत्यु नोवणी नियमायली , १९७६ , नियम ९ कृपया पहाला ) (See Rule 9 of the Maharashtra Registration of Births & Deaths Rules, 1976)

## मृत्यू नोंदणी प्रमाणपत्र CERTIFICATE OF DEATH

जन्म-मृत्यु नोंदणी अधि रथम १९६९, कलम १२/१७ च्या अह Issued under section 12/17 of the Registration of Births and Deaths Acts, 1969 विभागाच्या मृज

र्हें क्रुंबसा दाखला देण्यात येतो की, स्नाली नेपूद केलेली माहीती बृहत्मुवर्ड महानगर पालिकेच्या

पुस्तकातून घेतलेती आहे This is to certify that the following information has been taken from the original record of GN ward of Municipal Corporation of Greater Mumbal. Death which is in register for

KAMALA SHANTARAM DAMLE

Name

राष्ट्रीयत्व

Nationality

कायमच्या वितित्याचा पत्ता Permanent Address

401/402 ANAND BHUVAN GOREWADI MOGAL LANE MAHIM

MUMBAI

400016



मृत्यु दिनांक

Date of Death

28.12.2003

नोंदणीपुरतक अक

Registration No

4517

नोंदणी दिनाक

Registration Date

30.12.2003

जेथे मृत्यु झाला तें ठिकाण

Place of Death

AT HOME

वडिल/आई/नवरा याचे नाव Name of Father/Mother/Husband SHANRATAM DAMLE

दासला देणा-याची सही DR. B. D. PIMPLB Signature of the

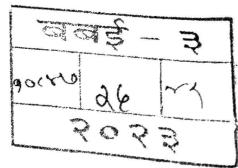
18.02.2004

मुखना - मृत्युसंबंधी चावभाष्य अक्षित्यारी संसुधि संवार्ष प्रत्याप प्रतिकार का शांची भहिती औद शावधाची उपकलम \$500 Rogistrafield Ward.

उपकलम 556 Rosistration Ward.
Note - In the case of deale no disclosure shall be made of particulars regarding the cause of in the register. See provision to Sub-section 17 (1)

venity 26/2/2007

METER PHAN LANGUAGE SULL MANAGESTRA SETTER SHIPT DEPARTMENT OF HEALTH NI SICIPAL ORFORATION DI GREATER MUMILAI REAST MARD DEED ONE OF THE STATE OF THE ST THE OF DEATH AND SECRET SECRET SET 150 MANAGES AND SECRET SECRET SECRET SET SECRET SEC THE NOTICE DESTRUCTION OF THE PROPERTY ONE Constant Name of Louis THE STE P MOTHERS AND HAD AN ASSESSMENT OF THE MECHANISM OF THE MECHANISM THE TIME OF PEAT OF A SIGN OF STANDARD THE MECHANISM THE PART EAST AND A SHARP AN In the day had that a freedy still still town the still the court of his board of the still town to the still the st







# भारत सरकार Government of India

BORNE WE

# भारतीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India

नदिविण्याचा कमाक . Enrollment No

2006/60304/71220

Poornima Jayant Khare पृणिमा जयत खरे HOOM NO 304 YOGI REDSIDENCY LINK ROAD OPP OUR LADY OF VAILAKANI SCHOOL YOGI NAGAR VTC Bonval West S O District Mumbai State Maharashtra, PIN Code: 400092 Mobile 7208070507

KF293974784FI



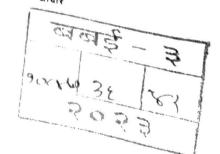
आपता आधार क्रमांक / Your Aadhaar No. :

# 7440 3470 6715

माझे आधार, माझी ओळख

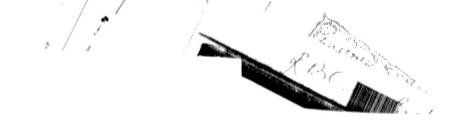


पृणिमा जयत खरे Poornima Jayant Khare जन्म (गरीख / DOB 07/09/1971



7440 3470 6715

माझे आधार, माझी ओळख





# COVERHMENT OF HOLD



विकाश कुमार भगवली प्रसाद पाक्ष्य Vikash Kumar Bhagwati Prasad Pandey जन्म सारीख / DOB: 31/10/1990 GEA / WYTE

Mobile No.: 8879735190

3126 5614 8493 VID 9106 5274 3286 4819

माझे आधार, माझी ओळख





# े भारतीय विशिष्ट पहचान प्राधिकरण UMOOEIDENTECATION AUTHORITY OF INDIA

HICALU ASINE USE

THE CONTROL OF THE MANUAL OF THE MANUAL

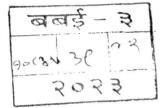












0/10847 रविचार 04 जुन 2023 4 07 म ते. दस्त गोषवारा भाग-1

बबर्र अभिक 10847/2023

\$2 \* # ET# TT. \/10847/2023

वाजार मृत्य र ()1--

मोबदवा र 00%

सरतने मदोक शुरु र 500/-

नाउणी की माकी असल्याग तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

व (त. मह. इ. ति. बबर 3 याच कार्यालयान

अ. च. 10847 वर दि.04-06-2023

है। 11 4 03 म माराज्य रेजा

पावनी:11968

पावती दिनाव 04/06/2023

मादरगरणाराचे नावः बिभास शांताराम दामले

नांदर्ण फी

雨,1000.00

दस्त हाताळणी फी

F. 840 00

पृष्टाची संख्या: 42

ग**क्**ण: 1840.00

दः । हजर करणा अनी नही:

मह द्रायम निवध्य मुबई-3

दरभाचा प्रभाग नियोज हीड

µुष्क शृत्कः '(52-अं) टाव्याची किमत 2500 च्या खाली असेल तर

शिक्षा कः 1.04 / ∜6 - 2023 04 : 0**3 : 28 PM चीःवेळ: (सादरीकरण)** 

लिया के 2 04 / 96 / 2023 04 : 04 : 21 PM ची वेळ: (फी)

मह दुष्यम निष्माक, म्वई-3

प्रतिज्ञापत्र

\*सदर दस्तऐवज हा नींदणी कायदा १९०८ अंतर्गल असलेल्या लग्जुवीनुसारच नींदणीस दाखल केलेला आहे. \*दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साझीदार व सोमत जोडलेल्या कागदपत्रांची सत्यता तमासली आहे. \* दस्ताची सत्यता, वैघता कायदेशीर बाबीसाठी टुस्त निष्पादक व कन्नुलीघारक हे संपूर्णपणे जबाबदार राह्तील.

J Ridya

लिहून देणारे :

लिहून घेणारे:

2)

3





गुरुविकास ना गुजार

1944 इस्तर 77 -53

े करके । चल एक कर्म समाध्योनी विधा शांचा कर दागाः . . . . २.२, m.प.न - चाम<sup>्</sup>ननाब स्थत

WELLSTON

E--- - - 37 - 144 -चट र्ट र ५ 5 504 मध्यान - हमारताच नाव मेणदम ्र प्रकार प्राप्त प्रविधितामार विशेषाओं प्रवासी है। स्थार प्राप्त सहाराष्ट्र सम्बद्ध r - - - 1.1 °K1214L

- 11 77 27 8 . 1 772 ose on अ अपूर्ण भारतास ५, इमारतीयं साथ प्रोमीगरीयांगाः, १४ -51 ं राज चत्र <sup>है।</sup> राजस्कान अकर लेडी च्या समीर सीमी सगर लाते के लेक्स केंद्र **स्थित होड़ महाराष्ट्र म्**रस्ट AFORM 1770F

o o or ot staff ा १९ ७ व १ ६ वर्षा स्टब्स्<mark>ट्रमारतीचे तार आनद त्यस</mark> ा ५० है र हर्न सर्दाम पश्चिम, रोहन मोगल लन, मुर्ग महाराष्ट्र मध्या THE RIT AACPD0889Q

रहावासिय

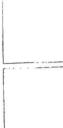












का का पार के का करण के अपने पान किसी जा ही है। भी दसन एक्स करने दिल्लाने अवहर परनात . . . 1 07 27 PN

ार का कृष्णा अस्य कि प्रोटेंन करनात्म की ने **दस्तांग्याज करन देणा-या**ना ध्यानीश आवश्यात्म व स्थानी ओकल परविनःत

- ः पश्च**र**ंशे साग्य प्रान

भागापार । अभागार्थका प्रसाद पाईच

इ.स. १ क्याच्याक्ष, **चाल केल्टिनाच बवा स**र्वे गार्ग अस्ति

THE TO 1 1/2 30

, वापानि । स्तराध सावत

79 - 7 - 1 et a - 4 - 46 - 2023 04 - 08

्य हुआ र १०५५ असा मजला, राख, जे भाग, शिवानी पार्क मार्गम । ज्यास्त्री



द्रावाचित्र





अगटना च। उन्ह





नोंदला. 08/08/2023

दिनांक

सह. द्वस्यम निबंधक, मुंबई शहर-१ Deface Number Amount

ſ	3/BHAS	. 7	
ă.	SEART		

- Ouronaser Turc

मुंबई शहर क्र.-३

пноск %0040572023060358593 МН0С3034237202324E 500 00 SD

0001609974202324 04:06:2023

'SO Stamp Etuty' [RF:Registration Fee] [DHC: Document Handling Charges]

Verification no/V

0306202302822

840

0306202302822D RF

04/06/2023

31BHA3 SDAMLE er litalian

MH003034237202324E 1000

RF

0001609974202324 04/06/2023

## AGREEMENT FOR SALE

This Indenture is made and entered into at Mumbai, on this \_\_\_\_ day of \_\_\_\_\_, in the Year Two Thousand And Twenty Three.

### **BETWEEN**

MR. BIBHAS SHANTARAM DAMLE, PAN No.AACPD0889Q, age 77 years, having address at Room No.401, Anand Bhuvan, Mogal Lane, Gorewadi, Mahim (West), Mumbai – 400016, hereinafter called as the "TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includes his heirs, representatives, executors and administrators) OF THE FIRST PART;

#### AND

1) MR. SANTOSH VISHNU KAMTHE, PAN No.ASWPK0518K, aged 40 years AND 2) MRS. VARSHA SANTOSH KAMTHE, PAN No.CCVPK9144E, aged 31 years, both adults, Indian Inhabitants, presently residing at 30/233, Amit Mansion, R. K. Building, Near Dadar Vidya Mandir, Taikalwadi, M. N. Marg, L. J. Road, Mahim, Mumbai - 400016, hereinafter called as the "TRANSFEREES" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their heirs, successors, legal representatives, executors, administrators and assigns) OF THE OTHER PART;

### WHEREAS:-

- A) MR. BIBHAS SHANTARAM DAMLE, the TRANSFEROR herein is seized and possessed of or otherwise well and sufficiently entitled to the ownership of residential premises being Flat No.402 admeasuring 297 sq. ft. Carpet area, on the 4th Floor, in the Anand Bhuvan building of the Society known as Gorewadi Co-operative Housing Society Limited situate at 26, Pandit Satwalekar Marg, Mogul Lane, Mahim, Mumbai -400016 (hereinafter referred to as the "said Flat") and lying and being on plot of land bearing Final Plot No.357, TPS III and Cadastral Survey Nos.4/574 & 5/574 of Mahim Division and holding 5 (five) fully paid-up shares of Rs.50/- each bearing distinctive share numbers from 101 to 105 (both inclusive) under Share Certificate No.21 dated 15th March, 1989 issued by Gorewadi Co-operative Housing Society Limited, (hereinafter referred to as the "said Shares") and is in exclusive use, occupation and possession thereof in the capacity of absolute owner thereof.
- B) The Gorewadi Co-operative Housing Society Limited was formed and got registered under Maharashtra Co-operative Societies Act, 1960, under registration No. bearing BOM/W-GN/HSG/(TC)/2609/1988-89 dated 12.09.1988 having address at 26, Pandit Satwalekar Marg, Mogul Lane, Mahim, Mumbai 400016 (hereinafter referred to as "the said Society") and the society's building is standing on plot of land bearing Final Plot No.357, TPS III and Cadastral Survey Nos.4/574 & 5/574 of Mahim Division.
- B) One, Shri. Shantaram Vyankatesh Damle was seized and possessed or otherwise well and sufficiently entitled to legal ownership of the said Flat No.402 and he was in exclusive use, occupation and possession thereof in the capacity of absolute owner thereof.

- C) The aforesaid Shri. Shantaram Vyankatesh Damle was the original member of the said society and he was holding the said Shares in respect of the said Flat.
- D) The aforesaid original member, Shri. Shantaram Vyankatesh Damle died intestate on 23-02-2005 and his wife Smt. Kamala Shantaram Damle has predeceased him on 28-12-2003 at Mumbai leaving behind them the following persons are the only heirs and legal representatives:-

Sr. Nos	<u>Name</u>	<u>Relation</u>
1.	Mr. Bibhas Shantaram Damle	Son
2.	Mrs. Suneeta Jayant Khare nee Mandakini Shantaram Damle	Married Daughter
3.	Mrs. Vidya Vinayak Phadke nee Vidya Shantaram Damle.	Married Daughter

- E) By way Release Deed dated 04.06.2023, registered with the office of Sub-Registrar Mumbai City 3 under Serial No.BBE-3/10847/2023 on 04.06.2023, made and entered into by and between Mrs. Vidya Vinayak Phadke, Mr. Pankaj Jayant Khare and Miss. Poornima Jayant Khare, referred therein as Releasors of the One part and Mr. Bibhas Shantaram Damle (TRANSFEROR herein), referred therein as Releasee of the Other part, whereby the Releasors therein agreed to release and relinquish their respective undivided share, right, title and interest in the said Flat and as per the terms as mentioned thereof.
  - F) The said Society transferred the said Shares in the name of Mr. Bibhas Shantaram Damle and accordingly, endorsed the entry of his name on the backside of the Share Certificate.

- G) Thus, MR. BIBHAS SHANTARAM DAMLE was seized possessed and sufficiently entitled to the ownership of the said Flat and said Shares as absolute owner.
- H) The TRANSFEROR declares that he has not deposited any agreements / documents as the title deeds with any third person or persons or financial institution / Bank for creating any charge, lien, mortgage, loan or third party interest etc.
- The TRANSFEROR hereto is paying maintenance charges and outgoings regularly to the said society from possession and have paid all outgoings up to date.
- J) The TRANSFEROR hereby declares that no other person or persons or any other heirs or legal representatives are entitled to any rights, title and interest in the said Flat and the said Shares.
- K) The TRANSFEROR is desirous and agrees to sell and transfer the said Flat and the said Shares and the TRANSFEREES agree to purchase and acquire from the TRANSFEROR, the said Flat and the said Shares and all right, title, interest, benefits and privileges incidental to and attached to the said Flat and said Shares for the total consideration of Rs.1,00,00,000/- (RUPEES ONE CRORE ONLY) and on the terms and conditions appearing hereinafter.
- The TRANSFEREES have agreed to purchase the rights of the said Flat and said Shares with all deposits and benefits thereof at and for the total consideration with permanent rights of ownership, use and occupation of the said Flat.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

 It is agreed and declared by the parties hereto that the recitals narrated herein above contain the factual position relating to the said Flat. The statements, declarations and representations made therein are true and correct. The parties repeat, reiterate and confirm the contents of the recitals, and the terms and in the operative part of this Agreement as if the same are reproduce verbatim.

The TRANSFEROR do hereby agrees to transfer, assign and 2. the TRANSFEREES hereby agree to purchase the residential premises being Flat No.402 admeasuring 297 sq. ft. Carpet area, on the 4th Floor, in the Anand Bhuvan building of the Society known as Gorewadi Co-operative Housing Society Limited situate at 26, Pandit Satwalekar Marg, Mogul Lane, Mahim, Mumbai - 400016 (hereinafter referred to as the "said Flat") and lying and being on plot of land bearing Final Plot No.357, TPS III and Cadastral Survey Nos.4/574 & 5/574 of Mahim Division and more particularly described in schedule written herein TOGETHER WITH 5 (five) fully paid-up shares of Rs.50/- each bearing distinctive share numbers from 101 to 105 (both inclusive) under Share Certificate No.21 dated 15th March, 1989 issued by Gorewadi Co-operative Housing Society Limited, (hereinafter referred to as the "said Shares") along with all other incidental rights at and for total consideration of Rs.1,00,00,000/- (RUPEES ONE CRORE ONLY) including 1% TDS, will be paid by the TRANSFEREES as a statutory deduction under Income Tax Act 1961 and rules made thereunder inclusive of all costs, charges and the amount standing to the credit of the TRANSFEROR in respect of the said Flat inclusive of all costs, charges and the amount standing to the credit of the TRANSFEROR in respect of the said Flat. The said consideration which is partly and the balance will be paid by the TRANSFEREES to the TRANSFEROR and in the manner appearing hereunder:

# PAYMENT SCHEDULE

B) The TRANSFEREES shall pay the balance amount of Only) through /- (Rupees \_ availed by the Housing Loan, which shall be TRANSFEREES from the Bank or Financial Institution vide RTGS / Demand Draft / Banker's Cheques issued by Bank or Financial Institution directly in favour of the TRANSFEROR within 45 days from the date of Registration of the present agreement. Simultaneously, on the receipt of the said balance consideration the TRANSFEROR shall hand over the vacant and peaceful possession of the said Flat to the TRANSFEREES and the TRANSFEREES shall use, occupy the said Flat without any interruption or hindrance by the TRANSFEROR and / or any other person/s claiming through the TRANSFEROR as the absolute joint owners of the said Flat. Time is the essence of the contract.

C) The TRANSFEREES shall pay 1% TDS amount i.e. Rs.1,00,000/- (Rupees One Lakhs Only) (the amount of TDS is the part of the consideration) on the above mentioned total amount of consideration of Rs.1,00,00,000/- (RUPEES ONE CRORE ONLY) towards (TDS) under section 194 IA of the Income Tax Act, 1961 and they shall

and the same of th

debayu bay the

pinul of the state of the state



03034237202324E

indling Charges]

pay the said TDS AMOUNT with the Income Tax department in the name of the TRANSFEROR within 15 days from the date of registration and they shall handover the said TDS Certificate in original to the TRANSFEROR.

- The TRANSFEROR declares that he has obtained the N.O.C from the said society to transfer the said Flat and said Shares held by the TRANSFEROR in the said society to the TRANSFEREES.
- 4. The TRANSFEROR shall hand over Original Release Deed dated 05.06.2023 between Mrs. Vidya Vinayak Phadke, Mr. Pankaj Jayant Khare and Miss. Poornima Jayant Khare and Mr. Bibhas Shantaram Damle (TRANSFEROR herein), Original Share Certificate and the chain of documents if any, title deeds, all other original documents relating to the said Flat and said Shares to the TRANSFEREES. 2-3 days prior to final disbursement of the housing loan or at the time of balance payment of consideration. It is however agreed that the TRANSFEROR shall always be ready and willing to grant the inspection of the original documents to the bankers of the TRANSFEREES whenever called upon to do so.
  - 5. The TRANSFEROR hereby covenants with the TRANSFEREES that he shall and will indemnify and keep indemnified the TRANSFEREES, from and against any loss, harm, injury and damage including costs, charges and expenses of any legal proceedings that may be suffered or caused to be suffered by the TRANSFEREES by reason of there being found or discovered that any of the above statements made by the TRANSFEROR are false or incorrect in any manner whatsoever.
  - The TRANSFEROR hereby agree and confirm to indemnify and keep indemnified for all times, the TRANSFEREES against any

dispute. claim, demand, action or proceedings that may be raised preferred, made or taken against the TRANSFEREES solely or jointly and severally the TRANSFEROR or any one or more of them by any person, body of persons or authority claiming any rights, title and interest or share in or to the said Flat or any part thereof, through any claim by any person claiming any right in respect of the said Flat or otherwise in respect of all costs, charges and expenses that the TRANSFEREES may incur, or suffer in defending, resisting or satisfying any such dispute, claim demand action or proceedings or any decree, award or order which may be passed in respect thereof.

7. The TRANSFEROR covenants with the TRANSFEREES that he shall and will indemnify and keep indemnified the TRANSFEREES, that the TRANSFEREES shall be entitled to hold, possess, occupy and enjoy the said Flat and said Shares, without any interruption from the TRANSFEROR or any person claiming through the TRANSFEROR and the TRANSFEROR or any person claiming through him, have not done or performed any act, deed, matter or things whatsoever whereby he may be prevented from entering into this Agreement for Sale as purported to be done hereby or whereby the TRANSFEREES may be obstructed, prevented or hindered in enjoying the right to be conferred or transferred or assigned in their favour or whereby quiet and peaceful enjoyment, possession of the TRANSFEREES in respect of the said Flat may be disturbed. In the event of it being found that the TRANSFEREES are unable to enjoy peaceful use, occupation, possession of the said Flat due to any reason which can be attributed to TRANSFEROR, in such event the TRANSFEROR shall at his own cost remove any such interruption and indemnify the TRANSFEREES to that effect.

- 8. The TRANSFEROR hereby agrees and confirms to indemnify and shall keep indemnified the TRANSFEREES and their heirs from and against all actions, claims, demands, charges and expenses etc. claimed as following due to the government authority in respect of Income Tax dues, Transfer Charges, any deficit of the Stamp Duty Payment, penalty or Registration Fees Payment or claimed as falling due to the Municipal or local authority pertaining to the Municipal Property Taxes or penalty, interest in future if necessary without any excuses payable by the TRANSFEROR in respect of the said Flat.
- The TRANSFEREES hereby agree to abide by the bye-laws of the said Society and the rules and regulations adopted by it or which it may adopt from time to time.
- 10. On the payment of the full and final Consideration of the said Flat, the TRANSFEREES will be the absolute joint owners thereof with all rights of occupation and peaceful possession thereto as the members of the said society and thereafter the TRANSFEROR will have no right, title or interest whatsoever therein. The TRANSFEROR after receipt of full and final payment, will apply to the society for transfer of the said Flat and the said Shares in the names of the TRANSFEREES.
- 11. The TRANSFEROR has represented to the TRANSFEREES that:
  - His title over the said Flat is clear, absolute and marketable and also free from all the encumbrances.
  - ii) That he is resident Indians and there is no proceeding pending under Income Tax Act.
  - iii) The TRANSFEROR has been in exclusive use and peaceful possession and occupation of the said Flat.
  - iv) On the payment of the full and final consideration the TRANSFEREES shall be entitled to occupy the same

- without any claim or interruption from the TRANSFEROR or anybody claiming under TRANSFEROR.
- v) That TRANSFEROR has paid all the dues of the society up to date and the TRANSFEROR shall indemnify and keep indemnified the TRANSFEREES against any claim made for any period prior to the completion of sale in respect of the said Flat.
- vi) That the TRANSFEROR has not made or registered (and shall not hereafter make or register) any lien or assignment in regard to the said Flat and that any such liens/ assignments (if found to have been registered by him prior to the execution of this Agreement for Sale) shall hereafter, be deemed to be null, void, inoperative, cancelled and withdrawn.
- 12. The TRANSFEROR is aware that relying on the representations made by the TRANSFEROR in this present agreement the TRANSFEREES have agreed to purchase the said Flat.
- 13. The TRANSFEROR agrees to pay all the outstanding dues to the said Society in respect of the said Flat up to the date of handing over possession of the said Flat to the TRANSFEREES and the TRANSFEROR further undertakes that in no case the TRANSFEREES shall be liable for payment of dues of the said Flat to the Society pertaining to period of possession (retrospective effect) of the TRANSFEROR in respect of the said Flat.
- 14. The TRANSFEREES agree to pay to the said Society and to the concerned competent authority regularly dues payable including periodical ground-lease rent, municipal taxes, water charges, service charges etc. in respect of the said Flat from the date of taking over possession thereof.

- 15. The TRANSFEROR hereby declares and assures that the claiming through any person TRANSFEROR or TRANSFEROR have not on or before the date of this Agreement, mortgaged/ transferred/ assigned or alienated TRANSFEROR's interest in the said Flat and the said Shares except what is stated in the present agreement. The TRANSFEROR hereby declares that the TRANSFEROR or any person claiming through TRANSFEROR has not contracted to sale, mortgage the said Flat or any part thereof to any person or persons and the TRANSFEROR agrees, undertakes to remove all such objections or demands, if any, at TRANSFEROR's own cost. The TRANSFEROR declares that the said Flat is not subject matter of litigation in any court of law or before any competent authority.
  - 16. The TRANSFEROR hereby declares that there is no prohibitory order by any Government and/or Local Authority or injunction by any Court restraining him from handing over and/or transferring the said Flat. The TRANSFEROR further declares that no attachment have been levied on the said Flat.
  - 17. It is agreed by and between the Parties that the expenses for the registration, stamp duty, incidental charges shall be borne by the TRANSFEREES alone and the society transfer charges shall be borne by both the parties equally.
  - 18. Both the parties hereby agree that upon payment of full consideration an application for the transfer of share certificate and the said Flat in favour of the TRANSFEREES shall be made.
  - 19. It is agreed by and between the parties that if in case by virtue of any law, rules, notification, ordinance or any legislative or executive enactment of the like nature, seeking to confer any right or title other than that of the TRANSFEROR and the

TRANSFEREES as agreed in this Agreement, both the parties shall have the right to make the time essence of the contract and cancel this agreement thereafter by giving at least fifteen days' notice in writing to each and either one to that effect and on cancellation of the agreement, the TRANSFEREES will be entitled only to the amount paid by them to the TRANSFEROR but without any interest & only after the TRANSFEREES return all the original documents to the TRANSFEROR. This is without prejudice to the right to seek specific performance of this agreement through Court.

- 20. That the TRANSFEROR or anybody claiming through the TRANSFEROR and/or his heirs and legal representatives shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed or signed all such letter, forms, applications, deeds, documents, writings and papers, affidavits, plaints, defences in legal proceedings if any, for more perfectly securing and assuring and effectually transferring the said Flat unto the use of the TRANSFEREES without claiming any extra charges, costs for effecting the transfer of said Flat in favour of TRANSFEREES.
- 21. It is further agreed by and between the Parties that the TRANSFEROR and/or his heirs / successors / representatives shall execute, sign, all necessary forms, NOC, Undertakings as may be required by any concerned competent authority without claiming any extra charges, costs for effecting the transfer of the said Flat in favour of the TRANSFEREES.
- 22. The TRANSFEROR declares and confirms that on execution of this Agreement, and on the full and final payment of consideration the TRANSFEREES will be entitled to get the electricity connection transferred in respect of the electric meter and the deposits if any, and to get telephone connection of the

said Flat to their names in the records of the concerned authorities.

- 23. The TRANSFEROR further declares and confirms that after receiving the payment of the full and final consideration from the TRANSFEREES, the TRANSFEREES will be entitled to get the Ration Card and all other usual permission being the TRANSFEREES are occupants of the said Flat to their names in the records of the concerned authority.
  - 24. All disputes and difference between the parties, hereto, shall be settled amicably. In the event of the same turning futile, the same may be referred to be resolved in the Court of Law in Mumbai having jurisdiction.
  - 25. This agreement is subject to the provision of Maharashtra Ownership Flat (Regulation of promotion of construction, sale, management and Transfer) Act, 1963 and Co-operative Societies Act, 1960 with rules made there under.
  - 26. It is agreed by and between the parties that the contents of this Agreement for Sale have been read by them and they are fully aware of this and with the satisfaction after knowing all these terms and now they are executing this Agreement for Sale in presence of two witnesses.

# THE SCHEDULE ABOVE REFERRED TO

Residential premises being Flat No.402 admeasuring 297 sq. ft. Carpet area, on the 4th Floor, in the Anand Bhuvan building of the Society known as Gorewadi Co-operative Housing Society Limited situate at 26, Pandit Satwalekar Marg, Mogul Lane, Mahim, Mumbai – 400016 and lying and being on plot of land bearing Final Plot No.357, TPS III and Cadastral Survey Nos.4/574 & 5/574 of Mahim Division within the Registration District of Mumbai City and Mumbai Suburban. The society's building was constructed in the year \_\_\_\_\_ and consists of Ground/stilt plus \_\_\_\_\_ upper floors with/without lift facility and assessed by the Assessor and Collector of Municipal rates and taxes under "\_\_\_" Ward and bearing Account No.\_\_\_\_\_ and Property No.\_\_\_\_\_.

TOGETHER WITH 5 (five) fully paid-up shares of Rs.50/- each bearing distinctive share numbers from 101 to 105 (both inclusive) under Share Certificate No.21 dated 15<sup>th</sup> March, 1989 issued by Gorewadi Co-operative Housing Society Limited.

IN WITNESS

SIG

IN WITNESS WHEREOF the parties hereto he their respective hands to this writing on the above referred.		
SIGNED & DELIVERED	)	
By the within named "TRANSFEROR"	)	
MR. BIBHAS SHANTARAM DAMLE	)	
In the Presence of	)	
1)		
2)		
SIGNED & DELIVERED	)	
by the within named "TRANSFEREES"	)	
1) MR. SANTOSH VISHNU KAMTHE	)	
2) MRS. VARSHA SANTOSH KAMTHE	)	

In the Presence of.....

2)

1)

## RECEIPT

RECEIVED of and from the within named TRANSFEREES V	iz. MR.
SANTOSH VISHNU KAMTHE and MRS. VARSHA SANTOSH K	AMTHE
the net amount of Rs/- (Rupees	_ Only)
as a part payment after deduction of 1% TDS i.e. Rs.1,00,000/-	(Rupees
One Lakhs Only) (the amount of 1% TDS forms the part of	the total
Consideration) on the total consideration of Rs.1,00,00,000/- (F	RUPEES
ONE CRORE ONLY) towards sale of the residential premises be	eing Flat
No.402 admeasuring 297 sq. ft. Carpet area, on the 4th Floo	r, in the
Anand Bhuvan building of the Society known as Gorewadi Co-d	operative
Housing Society Limited situate at 26, Pandit Satwalekar Mare	g, Mogul
Lane, Mahim, Mumbai – 400016. The details of the payment	given as
pelow:-	-

Sr. No.	Date	RTGS / NEFT Ref. No.	Bank Name & Branch	Amount (Rs.)
		T	otal Amount	Rs/-

ISAY	RECEIV	ED
Rs		/-

# MR. BIBHAS SHANTARAM DAMLE [TRANSFEROR]

# WITNESSES:

1.

2.