P	8	as	e	T	C	(
---	---	----	---	---	---	---

Saving A/C No: 42591788753	Branch FILE No.:		
CIF NO. 91382267428	PAL/Take Over/NEW/Resale/Top up		
RLMS / LOS Reference No.	Tie Up No.		
Applicant Name : NOEL DSA			
Co-Applicant Name: Preethi 05	SA		
Contact (Resi.) :	Mobile :		
Loan Amount: 90 lacs	Tenure: 7 years		
Interest Rate :	EMI:		
Loan Type: Home Loan	SBI LIFE :		
	Maxgain		
Realty	Home Top up		
Property Location : Vakola Sant	tacruz		
Property Cost: 120 lucs			
Name of Developer / Vendor :			
RBO - ZONE - Branch :	(Code No)	
Contact Person: Anil Madan	Mobile No: 9284	58867	
Name of RACPC Co-ordinator along wi			
DATE		DATE	
SEARCH - 1	RESIDENCE VERIFICATION		
SEARCH - 2			
VALUATION - 1	OFFICE VERIFICATION		
VALUATION - 2	SITE INSPECTION		
HLST / MPST / BM / FS / along with Mo	b. No.		



HL TO BE PARKED AT

BRANCH

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at
Mumbai, this day of, 2024, BETWEEN
and the second s
MRS. JEAN RONALD D'SOUZA, Pan No, Indian
Inhabitant of Mumbai, residing at Flat No. A/401, 4th Floor.
Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline,
Santacruz (East), Mumbai 400 055,
hereinafter for brevity's sake referred to as the "THE VENDOR"
(which expression shall unless it be repugnant to the context or
meaning thereof be deemed to include her heirs, executors,
administrators and assigns) of the FIRST PART;

AND

- (1) MR. DSA NOEL SANTOSH, Pan No. FRDPD3196K, residing at 3/23 Golden Valley, Kalina, Santacruz (East), Mumbai 400 098 and
- (2) MRS. PREETHI TINA DSOUZA D SA, Pan No. ALJPD8336J, residing at 201, La Belle CHSL, St. Anthony Street, Vakola, Santacruz (East), Mumbai 400 055 adults, Indian Inhabitants of Mumbai, hereinafter for brevity's sake referred to as "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS the Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to a residential premises being: Flat No. A/401, 4th Floor, Rajesh Park View Coop. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055, admeasuring 39.25 sq. mtrs. carpet area (hereinafter for brevity's sake referred to as "the said **Flat**")

AND WHEREAS the Vendor is the registered member of the Rajesh Park View Co-operative Housing Society Limited, being a society registered under the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG/5397 of 1978 having office at Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055, (hereinafter for brevity's sake referred to as "the said **Society**");

AND WHEREAS alongwith the said Flat, the Vendor is the registered holder of 5 fully paid up shares of Rs.50/- each bearing distinctive Nos. 51 to 55 (both inclusive) under Share Certificate No. 11, incidental to the ownership of the said Flat, issued by the said society and which Share Certificate now stands in the name of the Vendor, (hereinafter for brevity's sake referred to as "the said **Shares**");

The Vendor has represented to the Purchasers that their title to the said Flat arises as under:—

- WHEREAS one Mr. Ivan Lobo purchased the said Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 from M/s. Patel Enterprises vide Agreement dated 12th January, 1977;
- And Whereas one Mr. Anthony D'souza had purchased the said Flat No. A/401, 4th Floor, Rajesh Park View Coop. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 from Mr. Ivan Lobo vide Agreement

dated 11th August, 1981, upon such terms and conditions set out in the aforesaid Agreement dated 11th August, 1981;

- Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 to his daughter MRS. JEAN RONALD D'SOUZA vide Deed of Gift dated 12th day of October, 2021, bearing Registration No.BDR-9/11592/2021, and upon such terms and conditions set out in the aforesaid Agreement dated 12th day of October, 2021;
- iv. And Whereas by virtue of the said Deed of Gift dated 12th day of October, 2021, the said MRS. JEAN RONALD D'SOUZA, the Vendor herein, is the sole/absolute Owner of the said Flat; And Whereas the Vendor had complied with all the obligations under the said deed of Gift/Agreement.
- v. In pursuance of the above registered Deed of Gift/Agreement and possession letter, the Vendor herein is in lawful occupation and possession of the said Flat as the absolute owner thereof.

AND WHEREAS the title of the Vendor in respect of the said shares and the said Flat is clear and marketable and free from all encumbrances and there is no attachment, acquisition, requisition, prohibitory order of any nature whatsoever in or upon the said Flat and the said Shares and that there are no outstanding taxes, demands, dues, charges, etc. in respect of the said Flat and the said Shares and the Vendor has full right, power and absolute authority to grant, convey and sell the said Flat alongwith the said Shares to the Purchasers;

AND WHEREAS the Vendor is in exclusive and absolute possession of the said Flat along with the said shares and benefits and that the Vendor had neither till date hereof or at any time agreed to induct or inducted any third party in use, occupation, possession and/or enjoyment of the said Flat or any part or portion whereof, in any way or in any manner whatsoever;

AND WHEREAS the Vendor hereby sells, transfers and assigns to the Purchasers the right, title and interest in the said Flat alongwith the said Shares including Share money, deposits, reserve fund, sinking fund, corpus fund etc., and incidental rights thereto all and singular the beneficial rights, title, interest of the Vendor as the registered member of the Society including the ownership of the said Flat as also all the direct and indirect benefits attached to the said Flat, free from all encumbrances and reasonable doubts, unto the Purchasers.

AND WHEREAS relying upon the representation and declaration made by the Vendor to the Purchasers, the parties have negotiated for the sale and purchase of the said Flat in the said building of the Society with all incidental benefits, right, title, interest, claim, possession and property rights in respect thereof at or otherwise for the lumpsum consideration of Rs. 97,50,000/-(Rupees Ninety Seven Lakhs Fifty Thousand only) payable by the Purchasers to the Vendor on the Vendor handing over vacant and peaceful possession of the said Flat and upon the terms and conditions more particularly set out herein;

AND WHEREAS the Vendor has made an application for intention of sale of the said Flat to the said Society and accordingly the said society has given their No Objection for the sale of the said Flat and the said shares alongwith the

membership rights, right of occupancy and the interest in the said society's property being the said Flat more particularly described in the schedule hereunder written, in the favour of the Purchasers;

In pursuance of the above, the parties are executing this present Agreement to record the agreement arrived between them and complete the transaction.

NOW IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

 The Recitals form the integral part of this Agreement For Sale and should be deemed to incorporate herein as if the same were set out and reproduced verbatim in the operative part also.

2. Agreement:-

The Vendor has agreed to transfer, sell and assign to the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendor the said Shares and the right to use, enter upon, enjoy and perpetually occupy the said Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055, admeasuring about 39.25 sq. mtrs. carpet area, in the building of the said Society for lumpsum price/consideration of Rs. 97,50,000/- (Rupees Ninety Seven Lakhs Fifty Thousand only).

3. Payment Schedule:-

a. In pursuance of the above agreement, the Purchasers have paid to the Vendor on or before the execution of

SCHEDULE REFERRED TO HEREINABOVE

The said Flat No. A/401 is situated on the 4th Floor in Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 is admeasuring about 39.25 sq. mtrs. carpet area and the said building is standing on a Plot bearing C.T.S No. 816 situated at Village Kolekalyan, Taluka Andheri, Mumbai suburban District in the Registration District and Sub-District Mumbai City and Mumbai Suburban within the Jurisdiction of Sub-Registrar at Mumbai and the said building was constructed in or about the year 1976 and the said society was registered in the year 1978. The said building is consisting of ground and four upper floors and it is not having a lift.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
withinnamed "VENDOR")

MRS. JEAN RONALD D'SOUZA		
Photo	Left Hand Thumb Impression	Signatur e

the presence of	···· ···)	
GNED AND DEL	IVERED by the	
ithinnamed "PUR	CCHASERS"	
) MR. DSA NOE	L SANTOSH	
	and the	
	P. A.	
Photo	Left Hand Thumb Impression	Signature
MRS. PREETH	I TINA DSOUZA D SA	
	10 m	
Photo	Left Hand Thumb Impression	Signature



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, **MR. DSA NOEL SANTOSH,** (Pan No. FRDPD3196K), adult, Indian Inhabitant of Mumbai, at present residing at 3/23, Golden Valley, Kalina, Santacruz (East), Mumbai 400098, SEND GREETINGS:

WHEREAS as I have to travel abroad for my work purpose, I am unable to look after any my matters/affairs, in Mumbai, or anywhere in India, it has therefore become necessary for me to appoint some fit and proper person to look after and manage all my affairs in Mumbai or anywhere in India. I hereby nominate, constitute and appoint my wife, MRS. PREETHI TINA DSOUZA DSA a.k.a. DSOUZA PREETHI TINA JAMES, as my Constituted Attorney with full power and authority to do and execute all acts. deeds and things as hereinafter mentioned.

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I, MR. DSA NOEL SANTOSH do hereby severally appoint, nominate and constitute my wife, MRS. PREETHI TINA DSOUZA DSA a.k.a. DSOUZA PREETHI TINA JAMES, adult, presently residing at 3/23, Golden Valley, Kalina, Santacruz (East), Mumbai 400098, to be my true and lawful Attorney with full power and authority, in my name and on my behalf to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:

Moveable and Immoveable Properties:-

a. To <u>Purchase or otherwise acquire</u> for me and/or for my use and benefit any Flat, house, land tenements, Offices, Showrooms, Units, Commercial premises, etc. and/or any other immovable property in Mumbai or anywhere in India, in my single name and/or joint names, from any Builder/ Developer/ Vendor/ Transferor/ Donor/ Releasor, as my said Attorney shall think proper and to enter into, sign and execute such Agreements, deed, writings with the concerned Vendor



as may be necessary and to pay the agreed consideration and to accept receipts for the same.

- b. To pay/give the consideration amount for the purchase of the said Flat and/or any other immoveable property to the Builder/Developer/Vendor/Transferor and to receive the valid receipts for the said amounts in my name and on my behalf, to sign and execute the final Agreement For Sale and/or Sale Deed and/or Transfer Deed etc. in respect of the purchase of the said Flat and/or any other immoveable property, and complete the entire transaction with the said Builder/Developer/Vendor/Transferor, in my name and on my behalf.
- c. To pay the necessary stamp duty or purchase the necessary stamp paper for preparing the said Agreement/Deed for the purchase/transfer of the said Flat and/or any other immoveable property and/or execute any other document as required in my name and on my behalf.
- d. To approach any Bank and/or any other Financial Institution/s for availing housing loan or mortgage and sign all necessary loan documents, papers and to create mortgage of the said immoveable property as advised by the Bank and/or any Financial Institution as the Attorney may deem fit and proper and for that purpose pay the necessary processing fees and sign the required loan documents, agreements, deeds and to do any other acts, deeds connected to the loan with the concerned Bank and/or Financial Institution, in my name and on my behalf and to repay the loan or cause





foreclosure of the loan, receive back the original documents after completion of the loan.

- e. To execute and sign all kinds of deeds, agreements, documents such as the Deed of Transfer, Agreement of Transfer or Sale, Sale Deed, Gift Deed, Release Deed, Deed of Assignment, Deed of Rectification or Confirmation, Deed of Cancellation, Memorandum of Understanding (M.O.U.), Leave and License Agreement, etc., and for that purpose to deal with the person concerned and to appear before the Registrar of Assurances at Mumbai, or anywhere in India and admit execution/get such documents or agreements duly registered, to pay the registration charges and to receive the receipt for the same and to complete the transaction by executing all the necessary documents and doing the necessary acts and to receive back such documents from the Registrar after the same are duly registered, in my name and on my behalf.
 - f. To appear and represent me before the Registrar or Sub-Registrar of any District or Sub-District, in Mumbai and/or all over India appointed or to be appointed under any act or law for the time being in force or otherwise for the execution and registration of leave and license agreement, agreement for sale, transfer deed, gift deed, release deed, rectification deed, confirmation deed, sale deed, agreements, deeds, documents, assurances, contracts or any other instruments, to present and register or cause to be registered and admit execution of any agreements, deeds, documents, assurances, contracts or other



instruments in which I am a party and to pay such fees as shall be necessary for the Registration.

- g. To look after, conduct, manage and deal with all my moveable and immoveable properties situated in Mumbai or anywhere in India and which absolutely belongs to me or in which I have certain undivided, including flats purchased by me either alone or jointly or acquired by me by a gift or release. To administer and manage all matters concerning the said properties, to do all such lawful acts as the said attorney may consider necessary and expedient for my advantage as the case may be and for the benefit of my estate and in particular to improve them.
- h. To give any of my immoveable property on leave and <u>license basis</u> to any person/s of her choice and for that sign the necessary leave and license purpose to agreement/s, to receive the deposit amount, monthly compensation, etc., from the Licensee/s, in my name and on my behalf. To remove the Licensee/s if he/she/they commit/s breach of the terms of the Leave and License Agreement/s and/or terminate the Leave and License agreement/s, return the security deposit amount, to take back the vacant possession of the said property and/or the Licensed Premises. To apply for and obtain Police NOC as and when the said immoveable property is given for leave and license and to deal with the Police officials in respect of the same. To present and lodge the said Leave and License Agreement executed by the Attorney, for the purpose of Registration, with the office of the said Sub-Registrar of



Assurances anywhere in Mumbai and/or anywhere in India

- i. To look after, maintain and carry out <u>repairs</u>, renovations, alterations, additions, paintings, to look after the wear and tear, etc. in respect of all my immovable properties.
- j. To make necessary <u>applications</u> and to sign the necessary documents, forms, transfer forms, declarations, applications, etc. as and when required by the authorities concerned and to deal with them in connection with any of my immoveable property, in my name and on my behalf.
- k. To with the office of the deal bearers society/association/concerned authorities in all the matters concerning any of my immoveable property and to attend and vote at all meetings with the concerned co-operative housing society/s and to pay all maintenance, taxes, water bills, electricity bills, monthly outgoings and all other charges incidental thereto in respect of the said immoveable property to the office bearers of the concerned co-operative housing society/s and/or to the relevant authorities and to receive receipts thereof and to do all the acts, deeds or things which are required to be done in connection with any matter of whatsoever nature in respect thereof.
 - 1. To deal with any PMC, Builder/Developer in respect of any of my immoveable property is taken over for redevelopment and on my behalf and to sign and execute all the required documents pertaining to the



said immoveable property and as and when required by the said PMC, Builder/Developer.

m.To deal with the Adani Electricity Ltd., Tata Power Ltd., Mahanagar Gas Ltd., MTNL, MCGM, Water Works Departments, Assessment Department and all/any other concerned authorities, in all matters concerned, in respect of any of my immoveable property, in my name and on my behalf.

2. Banks:-

- a. To operate all my existing banking accounts, whether held by me jointly or singly, to deposit or withdraw any amount from such bank accounts, to make or renew my fixed deposits, to open one or more banking account or accounts in my name and on my behalf, either singly or jointly, in any nationalized bank or private bank or other bank, at the discretion of my attorney and fully operate the same and sign the cheques and negotiable instruments, in my name and on my behalf.
 - b. To sign and/or endorse my name to any cheques and other negotiable instruments, drafts or deposit receipts and securities or investments of any kind and transfer forms for RTGS/NEFT/IMPS etc., in my name and/or to deposit or withdraw any amount from such bank accounts, in my name and on my behalf.
 - c. To represent and appear before the concerned Banks in Mumbai and/or anywhere in India, in which I have an account and to collect the statement of accounts in respect of the said Bank accounts in my name and on my behalf. To submit necessary forms, documents,

letters, etc., required by the concerned Bank authorities and to deal with the concerned Bank officials in my name and on my behalf.

d. To deal with the officials of the income tax authorities as and when required and to co-ordinate with my Chartered Accountant whenever required or necessary and to act on his and under his advice in respect of my taxation matters. To pay my income tax, GST, T.D.S. wherever applicable and file for returns of the same.

Stocks and shares, LIC, PPF, and other investments:-

- a. To open a new and/or operate my existing Demat Account either in individual name or in joint names, as may be required for my stocks, securities, shares debentures, mutual funds and/or any other investments and to purchase, sell, apply for any new shares or debentures or units of mutual fund and/or any other securities, to sign transfer deeds, any documents or similar instruments for that purpose, in my name and on my behalf.
 - b. To <u>invest</u> for my benefit any of my moneys in or upon and/<u>or withdraw</u> from any of the stocks, funds, shares, mutual funds, LIC Policies, general Insurance policies, PPF, postal schemes, Bank Deposits, with any Corporate bodies, limited companies, firms and institutions and/or any other authority, in my name, either singly or jointly and from time to time to vary/alter/re-invest/withdraw/partially withdraw the said investments as deemed fit by my Attorney and to withdraw and to collect, interest and other amounts as an when they become due and sign all such

/ 4/

9

documents, papers, applications etc. that may be require for this purpose, in my name and on my behalf.

- c. To pay insurance premium on my insurance policies and have correspondence with the concerned authority on all attendant matters and all to sign all forms, claims, settlements, etc.
- d. To withdraw any amount's from my PF and/or EPF as and when required.

4. Post and Parcels:-

To receive all registered and unregistered letters and parcels, packages, goods, money orders and other communications and things from the Posts and Telegraphs Office or Officer/s or from any other source and to sign for me and give valid receipts for the same and to deal with the postal authorities in any matter from all carriers/Couriers by land, sea and air, in my name and on my behalf.

5. Courts, Government and other Authorities :-

a. To commence, prosecute or enforce or to defend or answer or to settle, adjust, compound, compromise or submit to arbitration, all actions, suits, cases, claims, disputes and other legal proceedings and demand, touching any of the aforesaid matter mentioned hereinabove or which I may hereinafter be interested, concerned, and the said attorney shall think fit to compromise, settle, refer to arbitration, abandon, submit to judgment or become non-suited in any such actions of proceedings as aforesaid.





b. To appear and act for me and represent me in all Courts of Law whether Criminal, Civil, administrative, revenue, City Civil Court, Small Causes Court, Consumer Court, any Metropolitan Court, District Court, Original and Appellate Jurisdiction of High Court, Supreme Court, Testamentary or Revisional, before any Magistrate and in all the Courts, before the Collector, Dv. Collector and Mamlatdar, Registrar of Society or Co-operative Court, or Registrar of Assurances, Municipal bodies, Central and State Government Offices, before any tribunal of arbitration, Authorities, any Government or Semi-Police Government authorities. To engage/appoint Advocate, solicitor, chartered accountants, pleader or any other legal practitioner and to sign the Affidavits, Undertaking, Petition, Complaints, Plaints, Written Statements, Applications, etc. and other proceedings and to give evidence in the Competent Court of Law or before any other authority and/or to sign/execute any documents and/or to do any other matters in respect of the same.

A symmetry Constitution

AND GENERALLY to do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the said Attorney ought to be done, executed and performed in relation to any purpose mentioned herein as fully and effectually as I myself could do the same if I were personally present.

AND for more effectually removing any doubt which may arise as to the true meaning of these presents or as to the construction or application of the powers hereby granted, I hereby declare that the powers hereby granted are not limited to such transactions and matters as are herein expressly mentioned but the same are intended to extend in all cases and matters as my said Attorney may deem to be requisite or expedient to be done or performed.

AND I hereby for myself, my heirs, executors and administrators agree and undertake to ratify and confirm all and whatsoever my said Attorney shall lawfully do or purport to do or cause to be done by virtue of these presents in respect of the said Flat and/or any other immoveable property.

AND I say that the contents of this Power of Attorney have been explained to me and I have properly understood all the contents of the same and I have signed it on my own free will without any force occurring compulsion and undue influence and in my process are of mind.

IN SS WHEREOF I, MR. DSA NOEL SANTOSH, have her set and subscribed my hand to this General Power of Att this Lag day of January 2022 at Mumbai.

SIC

Withun

DELIVERED by the



MR. DSA NOEL SANTOSH

Signature

in the presence of

I accept the above powers:





Treet

MRS. PREETHI TINA DSOUZA DSA a.k.a. DSOUZA PREETHI TINA JAMES

Identified By Me

Before Me

1/1/22

TABLE

TA



BEFORE ME

HOTARY GR. MUMBAI MAHARASHTRA (GOVT OF INDIA)

NOTARIAL REGISTER

SR No. 34 2022

1 7 JAN 2022

दुष्यम निबंधक : सह दु.नि. अंधेरी 3

दस्त क्रमांक : 11592/2021

नोदंणी : Regn:63m

गावाचे नाव: कोलेकल्याण

1)विलेखाचा प्रकार बक्षीसपत्र 2)मोबदला [3] बाजारभाव(भाडेपटटयाच्या 7102209 ्र बाबनितपटटाकार आकारणी देतो की पटटेदार ते नमद करावे) 1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका नंबर-ए/401,4 था मजला.राजेश पार्क (4) भू-मापन,पोटहिस्सा व व्हियु को ऑप ही ली,वाकोला पाईप लाईन,सांताक्रझ पूर्व मुंबई-400055.सदनिका चे क्षेत्रफळ 39.25 ची धरक्रमांक(असल्यास) मी कार्पेट. नाते वडील व मुलगी. PUI: HE2200140210000 ((C.T.S. Number : 816 ;)) (5) क्षेत्रफळ 1) 47.10 चौ.मीटर (6)आकारणी किंवा जुड़ी देण्यात असेल तेव्हा. 1): नाव:-अॅथोनी डिसोझा वय:-81; पत्ता:-प्लॉट नं: ए/401, माळा नं: 4 था मजला, इमारतीचे ताव (7) इस्त्रिकज करन देणा-या/लिहन ठेवणा-या राजेश पार्क व्हियु को ऑप ही ली, ब्लॉक नं: सांताक्रूझ पूर्व मुंबई, रोड नं: वाकोला पार्डप लार्डन, महाराष्ट्र. पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा MUMBAI. पिन कोड:-400055 पॅन नं:-AAEPD9808P हकमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पना. 1): नाव:-जीन रोनाल्ड डिसोझा वय:-43; पत्ता:-प्लॉट नं: बी/702, माळा नं: -, इमारतीचे नाव: कृष्णा टॉबर्स (8)दस्तिणेवज करून घेणा-या पक्षकाराचे व , **ब्लॉक नं: सांताक्रूझ** पूर्व मुंबई, रोड नं: 56 वाकोला, महाराष्ट्र, MUMBAI. पिन कोड:-400055 पॅन नं:-किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा AEUPD7676P आदेश असल्यास,प्रतिवादिचे नाव व पना (9) इस्तांग्वज करून दिल्याचा **दिनांक** 12/10/2021 (10)दस्त नोंदणी केल्याचा दिनांक 12/10/2021 11592/2021 (11)अनुक्रमांक,खंड व पृष्ठ 200 (12)बाजारभावाप्रमाणे मुद्रांक शुल्क (13)बाजारभावाप्रमाणे नोंदणी शुल्क 200 (14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद

If Gift is of Agricultural or Residential property and is in favor Husband, Wife, Son, Daughter, Grandson, Granddaughter or Wife of deceased son.



CHALLAN MTR Form Number-6



RN	MH007380003202122E	BARCODE III	1 1 1000 1 HE MILE		Dat	• 11/10/2021-21	23:03	Form	n ID	34		
partme	ent Inspector General O	of Registration				Payer Details						
	Stamp Duty Payment Registration Fee			TAX ID / TAN	(If Any)		of an appropriate contra	ALC: NO RECORD				
pe of P	e of Payment Registration Fee			PAN No.(IF Ap	No.(If Applicable)							
ffice Nar	me BDR9_ANDHERING	O 3 SUB REGISTRA	?	Full Name		JEAN RONALD D	SOUZ	ZA.				
cation	MUMBAI											
ar	2021-2022 One Tim	e		Flat/Block No. FLAT NO-A/401,4 FLOOR RAJE				RAJES	H PA	RK V	/IEV/	
				Premises/Bui	lding	CHS LTD						
and the same of the same of	Account Head Deta	ails	Amount In Rs			ı						
3004550	1 Stamp Duty		200.0	Road/Street		VAKOLA PIPELIN	E					
3006330	1 Registration Fee		200.0	Area/Locality		SANTACRUZ EAS	ST ML	JMBA	ł			
				Town/City/Dis	trict							
				PIN			4	0	0	0	5	5
				Remarks (If A	ny)		A			lancing and a		
- CANDA				SecondPartyNa	ame=AN	TONY DSOUZA~						
OEFA	CEO											
A.m.	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COL			-								
0.00	O A			-								
EFA (E M			Amount In F	our Hun	dred Rupees Only						
P A	Mark Mark		400.00	Words		,						
			400.00	VVOIUS		R USE IN RECEIV	ING I	BANK				
ment De		B NATIONAL BANK		Barti CIN Bo	f. No.	03006172021101				936		
	Cheque-Di	D Details						+			. lists C	
jue/DD N	Vo.			Bank Date RB	I Date	11/10/2021-21:24			lot Ver	illed	WHEET P	(D)
e of Bank	k			Bank-Branch		PUNJAB NATION	NAL B	ANK				
of Bran	ch		THE SU	Scroll North	-	Not Verified with	Scrol	1				
च्तन व) : challan is valid for docu हेटल द्रायश निर्वशक का freed Deta Is	ment to be register र्यातयात नोदणी कर	edyn Byth Regis	RBAN DIST	val	id for unregistere न करावयाच्या द	79e	ume HST	3	1/2	- TIU	5
D.	Remarks	Deface	ment No.	Defacemen	t Date	Userld		Det	facen	ent A		-
(iS)-3	378-11592	0003492	589202122	12/10/2021-1	0:52:38	IGR188					20	00.00

DEED OF GIFT

THIS DEED OF GIFT is made at Mumbai on 12th day of October, 2021 Between

MR. ANTONY D'SOUZA, aduit, Indian Inhabitant of Mumbai residing at Flat No. A/401, 4th floor in the Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400055, hereinafter referred to as "THE DONOR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the One Part

AND

MRS. JEAN RONALD D'SOUZA, adult, Indian Inhabitant of Mumbai residing at B/702 Krishna Towers, 56 Valcala Village. Santacruz East, Mumbai 400055, hereinafter relevied to as "THE DONEE" (which expression shall unless it be reput grante to the context or meaning thereof shall mean and include the heirs, executors, administrators and assigns) of the Other Part.

The Donor and Donee shall hereinafter collectively be rest to as "Parties" and individually as "Party"

yस्तक क. १ निभूट ट्रिट member है। सिंह

WHEREAS the Donor is the registered member 30 the Rajesh Park View Co-operative Society Limited, a Co-operative Society, being a Society registered under the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG/5397 of 19778 having its registered office at Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400055 (hereinafter referred to as the said "Society") and as such is the owner of 5 shares of Rs.

bean

:05

10-2021 10:8

50/- (Rupees Fifty only) each, bearing distinctive Nos. 51 to 55 (both inclusive) under Share Certificate No. 11 issued by the said Society and which Share Certificate now stands in the name of the Donor, (hereinafter for brevity's sake referred to as "the said Shares").

WHEREAS the Donor is the sole and absolute owner seized and possessed of a Flat No. A/401 situated on the 4th floor in the Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400055, (hereinafter referred to as the "said Flat" for the sake of brevity.) The said Flat is admeasuring about 39.25 sq.mts. carpet area and is situated on plot bearing C.T.S. No. 816 and the Donor herein has got every right, title, interest and possession of the said Flat as absolute owner thereof.

AND WHEREAS the Donor MR. ANTONY D'SOUZA had purchased the said Flat No. A/401, 4th floor in the Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400055 from Mr. Ivan Lobo vide 'Agreement to Algebras, Assign A Flat Of Ownership By The Flat Owner' dated 11th Algebras, 1981 at or for the price and upon the terms and

conditions set out in the aforesaid Agreement dated 11st ust, 1981;

Donor.

alongwith the said Shares to the Donee as gift without and monetary consideration out of natural love and affection as hereinafter mentioned

37

AND WHEREAS the Donee has agreed to accept the said gift as is evidenced by her executing these presents.

NOW THIS DEED WITNESSETH that the Donor, without any monetary consideration and out of natural love and affection which the Donor bears to the Donee doth hereby grant and transfer by way of gift the said Flat No. A/401 situated on the 4th floor in the Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400055. alongwith the said Shares. The said Flat is admeasuring about 39.25 sq. mts. carpet area and more particularly described in the Schedule hereunder written together with all and singular and structures, thereon and all the things permanently attached thereto or standing thereon and all the liberties. privileges, easements and advantages appurtenant thereto and all the estate, right, title, interest, use, inheritance, poss benefit, claims and demand whatsoever of the Dono And To Hold the same unto and to the use of the Don absolutely but subject to the payment of all taxis assessments, dues and duties now and hereafter charge thereon to the Society, Government or Municipality or other Local Authority.

AND he the Donor doth hereby covenants with the Done

1. That the Donor now has in himself, good right, full power and absolute authority to grant the said Flat and said Shares hereby granted as gift in the manner aforesaid. The said Flat is unencumbered of any mortgages, loan, charges, liens attachments, lis pendens, uses, debutters, trusts prohibitions, Income Tax attachments, Financial institution charges and liabilities



been

बदर-९

7505

TELLE 100165

of whatsoever nature. The title of the Donor to the said Flat is free, clear and marketable.

- 2. The Donor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said Flat or any part thereof can or may be impeached, encumbered or affected in title.
- 3. The Donee shall upon the grant of 100% of the share of the said Flat by the Donor, become the absolute and the sole owner of the said Flat.
- 4. The Donee may at all times hereafter peaceably and quietly enter upon have occupy, possess and enjoy the said Flat and receive the rents, issues, and profits and every part thereof to and for her own use and benefits without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Donor or his heirs, executors, administrators and assigns or any person or persons lawfully claiming or to claim by from under or in trust for the Donor.

That the said Flat is free and clear and freely and clearly and absolutely and forever released and discharged or therwise by the Donor and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, titles, charges and encumbrances whatsoever, had made, executed, occasioned or suffered by the Donor or by any other person or persons lawfully claiming or to claim by from under or in trust for the Donor.

33

6. The Donor and all persons having or lawfully claiming any estate or interest whatsoever to the said Flat or any part thereof from, under or in trust for the Donor or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and cost of the Donee do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the said Flat and every part thereof unto and to the use of the Donee in the manner aforesaid as by the Donee, her heirs, executors, administrators and assigns or counsel in law shall be reasonably required.

7. That on execution and registration of this Deed, the Donee has become the absolute and the sole owner of the said Flat and the Donor has ceased to have any beneficial right, title, authority or interest in the Said Flat.

8. The Donor hereby irrevocably agrees that the other written Agreements including Nomination and precedent to this Deed in respect of the said Flat stand nullified by this current Deed and will be of no effect whatsoever and howsoever in the light of interpreting this current Deed.

9. The Donor further states that he shall from time time and at all times whenever called upon by the Donee or by her heirs, successors, executors, administrators or assigns do and execute all the necessary documents, forms, application, acts, deeds and things whatsoever required and get the same duly registered, if necessary,

Lean

for more perfectly securing the transfer of the said Flat in the name of the Donee.

- 10. The Donor undertakes to indemnify and keep indemnified the Donee against all demands, claims, proceedings, costs and expenses in connection with any liability which the Donee may have to suffer or incur due to the claims arising from the Donor, his legal heirs and/or any third person, relating to the said Flat.
- 11. The Donee agrees and accepts that she shall use and enjoy the said Flat and the said Shares gifted to her by the Donor peacefully and will maintain the said Flat granted to her and will take care of the timely wear and tear of the said Flat gifted to her at her cost and expenditure hereafter. The Donee agrees that on being admitted as a member of the said Society, the Donee will observe and abide by the rules, regulations and bye-laws made and adopted from time to time by the said society.

Upon execution hereof, the Donee hereby agrees and and antidertakes to pay and discharge all calls, demands, and printributions, etc., which the said Society and/or any other concerned authority, may thereafter make in respect of the same and the charges, if any, payable for the Transfer contemplated hereunder shall be borne and

वहर-९ the Transfer contemplated hereunder shall be borne and paid by the Donee alone.

she shall pay her share of taxes, outgoings, etc., in respect of the said Flat to the said society and/or any

Lavis /

IN sub

other concerned authority from the date of execution hereof.

14. The Donee agrees to accept the gift of the said Flat on 'as is where is basis', having been fully satisfied as to facts of the said Flat, with full understanding that the Donor shall not be liable in future for any past matter, w.r.t. the said Flat.

15. The Parties hereto hereby state that the contents of this agreement/Deed have been explained to them in English and in their respective mother tongue and they have properly understood all the contents of the same and thereafter they have signed it with their own free will without any force, coercion, compulsion and undue influence and in their proper state of mind.

subscribed their respective hands the day and the year first hereinabove mentioned.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Flat No. A/401 situated on the 4th floor in the Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400055. The said Flat is admeasuring about 39.25 sq.mts. carpet area. and the building is situated on plot of land bearing C.T.S. No. 816 of Village Kolekalyan, in the Registration Dist and Sub-Dist of Mumbai City and Mumbai Suburban. The said building was constructed in the year 1976 and the said society was registered in the

J. A.

ben

keep claims,

bield bies

ith any ur due

heirs

e and her by I Flat

r and and

being e will

-laws ciety.

and

nds, any

e in

and

hat in

11.Y

year 1978. The said building is consisting of ground and four upper floors and it is not having a lift.

SIGNED AND DELIVERED by the within named "DONOR"





MR. ANTONY D'SOUZA



In the presence of



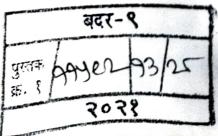
SIGNED AND ACCEPTED by the within named "DONEE"



MRS. JEAN RONALD D'SOUZA

In the presence of

Signature



VAKOLA RAJESH PARK VIEW CO-OP. HOUSING SOCIETY LTD.

Registration No. BOM/HSG/5397/of 1978
Pipeline Road, Off Nehru Road, Vakola, Santa Cruz (East), Mumbai - 400 055

Date: 27/9/2021

TO WHOMSOEVER IT MAY CONCERN

Ref.: Flat No. A/401, 4th floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola pipeline, Santacruz (East), Mumbai 400055.

Dear Sir,

This is to confirm that the following are the details regarding the flat of the Society's member and the details of the Society building.

- 1. NAME OF OWNER: MR. ANTONY D'SOUZA
- 2. FLAT NO.: A/401
- 3. AREA OF FLAT (CARPET): 39.25 sq. Mtrs. carpet area
- 4. NUMBER OF SHARES: 5 of Rs. 50/-
- 5. SHARES NO.: from 51 to 55
- 6. SHARE CERTIFICATE NO.: 11
- 7. NUMBER OF FLOORS: Ground and +4 upper floors
- 8. WHETHER LIFT AVAILABLE: Yes No
- 9. YEAR OF CONSTRUCTION: 1976
- 10. YEAR OF SOCIETY REGISTRATION: 1978
- 11. CTS. NO.: 816
- 12. VILLAGE: Kole Kalyan

We further say that the Society has no objection if MR. ANTONY D'SOUZA gifts the abovesaid Flat No. A/401 to Mrs. Jean Ronald D'Souza, subject to completion of society transfer formalities.

For VAKOLA RAJESH PARK VIEW CO-OP. HOUSING SOCIETY LTD.

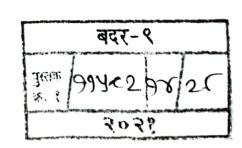
Yours faithfully,

Hamonezes

Hon. Secretary

(Hon. Secretary/Chaxman)





addicae (in emparate	independent	See Beere	HERROGENEED SECTION SE	Mandad and part control of the last
		RAJESH PA			

(Registered under M. C. S. Act, 1960)

Authorised Share Capital	Rs. <u>2,41,250</u>	Divided into 4825	Shares each of Rs. 50 -
Member's Register No.	11	Share Certificate No.	11

THIS IS TO CERTIFY that Shri/Smr. IVAN LOBO

of A 401	is the Registered Holder of Sl	hares (FIVE) from No. 51
	of Rs. Fifly each	(50)
٠	MOLE DESCRIPTION MEN	CONTRACTOR CONTRACTOR LT

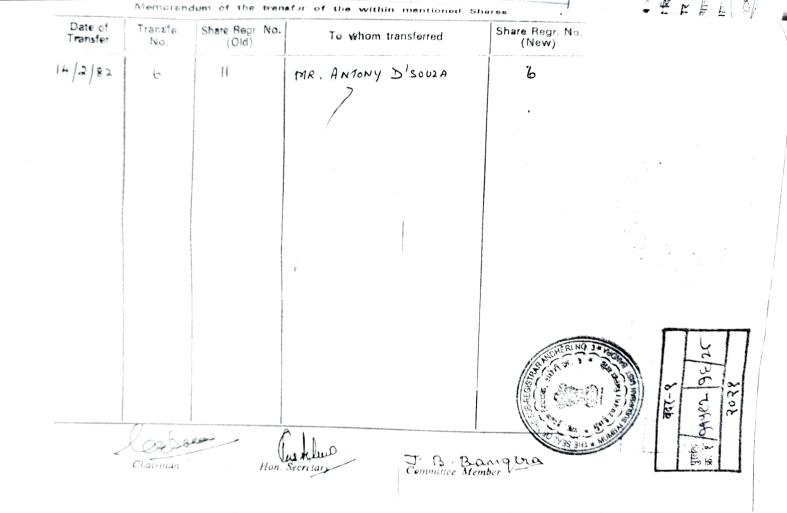
Bombay 400 055 subject to the Bye-laws of the said Society and that upon each of

such Shares the sum of Rupees Two hundred difty only

GIVEN under the Common Seal of the said Society at Bombay this Sett

Hon. Secretary Member of the Committee

P. T. O



दस्त गोधवारा भाग-1

बंदर है 27 70 7 11 5 1502/2021

_{1/592} _{ग.12 ऑक्टोबर 2021 10:52 म.पू.} बर्ग वर 9/11592/2021

मृज्यः म. 71,02,209/-

मोबदला: रु. 00/-

क्षे गृहोंक शुल्कः रु.200/-

_{ते.सह. दु.} नि. बदर9 यांचे कार्यालयात

_{ह. 11592} वर दि.12-10-2021 10:51 म.प. बा. **हजर केला**.

पावती:12586

मादरकरणाराचे नावः जीन रोता

नोंदणी फी

दस्त हाताळणी फी

पृष्टांची संख्याः 28

200 00

2021

560.00

एक्ण: 760.00

अंधेरी क्र. ३.

द्रांक शुल्कः जर निवासी आणि कृषी मालमत्ता ही पती, पत्नी, मुलगा, मुलगी, नातू, नात, मरण पावलेल्या मुलाची पत्नी यांना बक्षीस दिलेली असेल तरू

शेक्का क्रं. 1 12 / 10 / 2021 10 : 51 : 58 AM ची वेळ: (सादरीकरण)

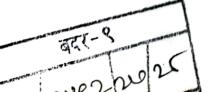
शिक्का क्रे. 2 12 / 10 / 2021 10 : **52 : 35 AM ची** वेळ: **(फी)**

प्रतिज्ञापत्र

 सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. *दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निप्पादक र कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे :

लिहून घेणारे :





दम्त गोषवारा भाग-2 वदर9 स्त **क्रमां**क:11592/2021 _{10/2021} 10 55:46 AM _{क्रमोक :वद्ग्9/11592/2021} _{हाचा प्रकार :-यशीसपत्र} अंगठ्याचा उसा छायाचित्र पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार नावःअंथोनी डिसोझा लिहन देणार पनाःप्लोट नं: ग/401, माळा नं: 4 था मजला, इमारतीचे नाव: वय :-81 राजेश पार्क व्हियु को ऑप ही ली, ब्लॉक नं: सांताकूझ पूर्व मुंबई. म्वाक्षरी:-रोड ने: वाकोला पाईप लाईन, महाराष्ट्र, MUMBAI. र्पन नवर:AAEPD9808P लिहन घेणार नाव:जीन रोनाल्ड डिसोझा पना प्लॉट नं: वी/702, माळा नं: -, इमारतीचे नाव: कृष्णा टॉबर्स , वय :-43 म्वाक्षरी:-क्र्यांक नं: माताकृझ पूर्व मुंबई, रोड नं: 56 वाकोला, महाराष्ट्र, पॅन नवर:AEUPD7676P हील इस्तऐवज करून देणार तथाकथीत वक्षीसपत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात. क्का क्र.3 ची वेळ:12 / 10 / 2021 10 : 55 : 00 AM शलील इसम असे निवंदीन करतान की <mark>ने दस्नऐवज करुन देणा-यानां व्यक्तीशः ओळख</mark>तान, व त्यांची ओ<mark>ळख पटवि</mark>तान अंगठ्याचा ठसा छायाचित्र अन् क्र. पक्षकाराचे नाव व पना नाव:स्नील कांवळ पना:सरकारी वसाहत बांदरा पूर्व सुम्बई पिन कोड:400051 नाव:विलाम वाजे -वय:38 पना:सदर पिन कोइ:400051 प्रमाणित करगोत येते की, या दस्तामध्ये एकण.......पाने आहेत. शिक्का क्र.4 ची वेळ:12 / 10 / 2021 10 : 55 : 41 AM दुध्यम निर्देशिक, अंधेरी क्र. ३. शिक्का क्र.5 ची वेळः1र्द्र/ 10 / 2021 10 : 55 : 44 AM नोंदणी पुस्तक 1 मध्ये मुंबई उपनगर जिल्हा दुर्वी निर्वेक अंधेरी क्र. ३० Deface Payment Details Used Deface Number **Amount** Date **GRN/Licence** At Verification no/Vendor Type sr. Purchaser 12/10/2021 0003492589202122 SD **JEAN** MH007380003202122E 200.00 03006172021101200043 eChallan **RONALD DSOUZA** 12/10/2021 0003492589202122 RF **JEAN** MH007380003202122E 200 eChallan RONALD DSOUZA 12/10/2021 1210202102322D RF 560 1210202102322 [SD:Stamp Duty] [RF:Registration Fee] [DHC: Docume 1994221 2078 बदर - ९ OCT 2021 7

Bracks 18 P. K. - Madhardan France

AGREEMENT TO SELL FASSIGN A FLAT OF OWNERSHIP

BY THE FLAT OWNER

THIS AGREEMENT made at Bombay this 11th day or August 1981

Sri IVAN LOBO Bombay Christial Inhabitant hereinafter called "the
Party of the first Part" (which expression shall unless it be repugnant
to the context or meaning thereof mean and include his heirs executors
administrators and assigns) of the One Part AND Sri ANTONY D'SCUZA
also Bombay Christian Inhabitant hereinafter called "the Party
of the Second Part" (which expression shall unless it be reougnant
to the context or meaning thereof mean and include his heirs executors
administrators and assigns) of the Other Parts

WHEREAS by an Agreement dated 12th January 1977 entered PATEL ENTER.

into between Messrs Prises a partnership firm as Vendors and the said Ivan Lobo as the purchasers, the said Vendors who were the builders of the construction of a residential building known as majesh Park View situated at Survey No. 424 Hissa No. 12, 15 and 17 at Vakola Kole Kalyan, Bombay Suburban District, Nehru Road, Pipe Line Vakola, Santa Cruz East, Bombay agreed to sell and the said Ivan Lobo

agreed to acquire a flatmo. 401/A on the fourth floor of thesaid building Rajesh Fark View situated at Survey Ro. 424 Hissa Ros 12,15 and 17 in the village Kole Malyen-Vakola, Bombey Buturban District, on the Nehru Road, Pipe Line, Vakola, Xoxxxxx Santa Gruz East Bombay (hereinafter called "the said Premises") from the said builders Messrs Patel Enterprises on the terms and conditions contained in the said agreement to sell dated 12th January 1977 and on the payment of the consideration rreserved therein AND WHEREAS the said IvanLobo being the Party of the first Part hereinabove mentioned paid the full consideration monies then for the said premises and on such payment took the delivery of the possession of the said premises and since then he the said Ivan Lobo is continuously in possession, occupation and enjoyment of the said premises without any hinderace and obstruction from any body till today AND WHEREAS in or about the year 1978, the different purchasers of the different flats in the said Building Rajesh Park View formed a cooperative nousing Society Limited and got the said Society Registered under No. BUM/HSU/5397 of 1978 under the Maharashtra vooperative housing Society Limited of which the said Ican Lobo is a member as such a flat owner of the said premises and whereas the land on which the said building is situated is demised to the said cooperative Housing Society which is known as "The Vakola Rajesh Park View Cooperative Housing Society Limited" AND WHEREAS at the request or the Party of the Second Part, the Party of the First Part has agreed to assign his right title and interest in the said premises and also

the benefits under the membership of the said the vakola Hajesh Park
View Gooperative Housing Society Limited and the Party of the Second
Fart has agreed toacquire the said premises and agree to get himself
admitted to the said society on the terms and conditions hereinafter
appearing:

NOW THIS AUREEMENT WITNESSETH as follows:

22

- the Party of the First Part doth hereby agree to assign and the Party of the Second Part doth agree to acquire the right title and interest of the Party of the First Part in respect of the said premises for a total and aggregate sum of Ms.97500.00 (Rupees ninety seven thousand five hundred only)
- 2. That the Party of the first Part doth hereby agree that the on the payment of the full consideration amount as agreed hereinabove made by the Party of the Second Part to the Party of the First Part and on the Party of the First Part receiving the said amount, shall hand over the vacant and peaceful possession of the said premises in good condition to the Party of the Second Part forthwith.
- 3. That the Party of the First Part and the Party of the Second Part within 7 days or this agreement shall make an application to the said "the Vakola Rajesh Park view Gooperative "cusing Society "imited" who by their letter dted 7th day or August 1981 agreed to and consented to transfer the said premises by the Party of the First Part to the Party of the Second Part subject to the payment of transfer charges as provided by the Society and thereby shall get the Party of the Second Part admitted to the said society as member of the said society and the Party of the First Part and the Party of the Second Part shall execute the instrument of trans mission or the five shares bearing No.51 to 55 held by the Party of the First Part and get the same transferred in the name of the Party of the Second Part.
- 4. That Party of the Second Part on becoming the member of the said society shall pay all periodical rent Municipal Taxes water charges outgoings etc in respect of the said premises and shall not withhold the same and shall abide by all and singular by claws rules and regulations adopted by the said society or Ω

which the society may adopt from time to time.

- 5. It is hereby declared by the Farty of theriart fart that the solicitors messrs Mahimtura a Co have certified that the title to the land was marketable valid and the same. Was free from encumbrances by their certificate dated 8th day of December 1975. Since the land is declared to the said society the society is deemed to be the lessee in respect of the land on which the building is situated. It is hereby further declared to the best of knowledge of the Party of the rirst fart the said society has not encumbered the land and the building.
- or omitted to do any act or omission whereby the right title and interest of the Party of the first Part is prejudices and he has not on or before this agreement mortgaged, transferred or assigned or in anyway encumbered alienated his right title or interest in the said premises my or the shares possessed and held by him as mentioned above.
- That subject to the provisions of the clauses 1 and 2 hereinabove the Party of the first Fart assigns his right title and interest or claim benefit in the said premises along with the right to hold and possess and own the aforementioned 5 shares to the Party of the Second Part and the latter is entitled to hold possess occupy and enjoy the said premises without any interruption from the Party of the First Part and also hereby further declares that he has full right and absolute authority to enter into this agreement and that he has not done or personned or caused or surrered to be done or performed any act deed matter or thing whatsoever whereby he may be prevented from entering into this agreement and/or transferring the said premises as purported to be done hereby or whereby the Party or the Second Part hereto may be obstructed prevented or hindered in enjoying the rights to be conferred or transferred hereby in his ravour of whemeby the quiet and peceful enjoyment or possession of the Party of the Second Part in respect of the said premises may be disturbed and in the event of it being found that the Party of the First Part was not entitled to enter this agreement and transfer his fights sought or purported to be transferred hereby and the -Party of the Second Part is not able to enjoy quiet and peaceful possession of the

shall within the limit on the consideration herein reserved and received be liable to compensate indemnify and/or reimburse the Party orthe Jecond Part for the loss or damage which the said party of the Second Part may suffer or sustain in this behalf.

8. The Party of the First Fart shall breafter cooperate with the Farty of the Second Fart and shall execute Whatever the documents writings that may be necessary for the purpose of the right title and interest in the said premises may be confirmed on the party of the second fart and also the membership of the society is conserred upon him.

In WITNESS WHEREOf the parties hereto have hereunto set and subscribe their respective hands to this agreement on the day and the year heretorore mentioned.

Signed and delivered by the withinnamed
Sri IVAN LOBO in the presence or
1. HASRADO fascado
201 Rayhows, haling bomby 400029
Signed and delivered by the withinnamed)
ST ANTONY D'SOUZA in the presence or
1 Specialo farrado
115 Fram Mahal Dhoh Zalas Bontoy 2. NECETYEN the sum of Ms. 97500/- Rupees)
ninety seven thousand and rive hundred
only from antony D'Souga being the
aggregate consideration mentioned above))
I SAY RECEIVED

Holio IVAN LOBO

महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी, अंधेरी तालुका,

एम.एम.आर.डि.ए.इमारत, पहिला माळा,

बांद्रा(पूर्व), मुंबई - ४०० ०५१.

जा.क्र./मृजिअ/अयो-०८/ २८९ 09/87/2009 दिनांक - '



प्रति.

ANTONY DSOUZA A ४०१ RAJESH PARK VIEW CO OP HSG SOC LTD VAKOLA PIPE LINE SANTACRUZ EAST MUMBAI ४०००५५

विषय - आपण दि. ०७/१०/२००८ रोजी अभय योजना २००८ मध्ये दाखल केलेल्या दस्ताबाबत.

संदर्भ - १) प्रकरण क्रमांक COA/AY/N/३५२४/०८

२) मा. नो.म.व मु.नि.म.रा.पुणे यांचे पत्र क्र.का-५/ मुद्रांक-०६/प्रक्र.५८/०६/१२२४, दि.१०/०८/०६.

१. संदर्भाधीन प्रकरण (ज्याच्या संदर्भात तुम्ही एक पक्षकार आहात) अभय योजना २००८ (दंड सवलत योजना अंर्तगत) या कार्यालयात दाखल केलेले आहे.

२. Agreement/ Agreement for Sale दस्तऐवजांना मानीव खरेदीखत (Deem Conveyance) समजुन मुद्रांक शुल्क आकारण्याची तरतुद दि.१०/१२/१९८५ पासुन मुंबई मुद्रांक अधिनियमामध्ये समाविष्ठ करण्यात आलेली आहे.

३. अभय योजना-०८ मध्ये Agreement/ Agreement for Sale चा दस्तऐवज दि.११/०८/१९८१ रोजी निष्पादित झाल्याचे दिसुन येत आहे.

४. आपला विक्री करारपत्राचा दस्तऐवज दि.१०/१२/८५ पूर्वीचा निष्पादित झाला आहे. आपला दस्तऐवज निष्पादित झाला त्यावेळी विक्री करारास मानीव खरेदीखत समजुन मुद्रांक शुल्क आकारणेची तरतुद नव्हती. सबब त्यावेळचे अनुच्छेद ५(h) प्रमाणे करारपत्रास दिलेले मुद्रांक शुल्क पुरेसे आहे. असे असले तरीही यापुढे जेव्हा केव्हाही खरेदीखत अथवा कन्फर्मेशनचा दस्त होईल त्यावेळी आपणास नियमाप्रमाणे मिळकतीचे खरे बाजारमुल्यांवर पुर्ण मुद्रांक शुल्क भरावे लागेल.

तरी आपण दाखल केलेले विषयांकीत प्रकरणावर कार्यवाही अपेक्षित नसल्याने या कार्यालयाचे स्तरावर प्रकरण निकाली समजण्यात येत आहे.

तथापि ज्या पक्षकारांनी मुळदस्त सादर केले असतील त्यांनी या कार्यालयात समक्ष उपस्थित राहुन मुळदस्त स्वीकारावेत.





AGREEMENT

AN AGREEMENT made at Bombay this 12th June 1977 day of 1976 between M/s PATEL ENTERPRISES, a partnership firm having its office at 603, Churchgate Chambers, 5, New Marine Lines, Bombay-400 020, hereinafter called the "Vendors", which expression shall unless it be repugnant to the context or the meaning thereof mean and include the partners or partner of the said firm and the respective heirs, executors administrators and assigns) of the One Part, And

AL.

de Fran Robo

20/ Bathwala Building 2nd Flor. Dr. Mascarenhas Rd Mayagon Bombay 4000/0

hereinafter called the "Purchaser" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS by an Agreement to Lease dated 2nd day of February 1973 and made between Appasaheb Krishnaji Kharade forself and as the Manager and Karta of his joint and undivided Hindu family and others therein as also hereinafter called the Lessors of the One Part and one Pragji Khimji Rana of the other part, the said Lessors agreed to demise unto the said Pragji Khimji Rana the lands hereditaments and premises situate at Nehru Road formerly known as Military Road, Vakola in the Revenue Village of Kole-Kalyan in Greater Bombay and more particularly described first and secondly in the Schedule thereunder written and a portion of which is described in the first Schedule hereunder written at the rent and upon and subject to the terms and conditions therein contained.

AND WHEREAS by an Agreement to Lease dated the 25th March 1975 and made between the said Pragji Khimji Rana of the one part and the Vendors herein of the other part the said Pragji Khimji Rana agreed to demise unto the Vendors herein the said lands hereditaments and premises more particularly described in the First Schedule thereunder written a portion of which is described in the First Schedule hereunder written for the term of 99 years and upon and subject to the terms and conditions therein contained.

AND WHEREAS Pursuant to the arrangement arrived at between the said Lessors the said Pragji Khimji Rana and the Vendors, the Vendors have been placed in possession of interalia the lands hereditaments and premises described in the first schedule hereunder written and have commenced construction of building thereon in accordance with the plans sanctioned by the Bombay Municipal Corporation.

AND WHEREAS the Vendors are also authorised by the said Lessors and the said Pragji Khimji Rana to sell flats and other portions of the said building on ownership basis.

92

AND WHEREAS the Vendors have commenced construction of one building on the said land having ground and four upper floors in accordance with the plans sanctioned by the Bombay Municipal Corporation.

AND WHEREAS the Vendors are desirous of selling such flats on what is known as Co-ownership basis.

AND WHEREAS the Vendors have agreed to sell and the Purchasers have agreed to purchase the flat No. 401 on the 4420 floor of the said building to be known as Rajesh Park View. to be constructed by the Vendors at the price and subject to the terms and provisions and conditions hereinafter mentioned.

AND WHEREAS the Purchaser has taken inspection of the hereinbefore two recited Agreements to Lease dated and he/she agreed to purchase the said flat with full knowledge of and subject to the terms and conditions covenants and stipulations contained in the aforesaid Agreements to lease and the Purchaser hereby confirms all the terms and conditions contained in the aforesaid document.

AND WHEREAS a separate agreement will be entered into by the Vendors with each person who agrees to take such flat on ownership basis on the same terms and conditions as are hereinafter contained save and except the price thereof and the amount of outgoings payable by each flat Purchaser, or such additional terms as the Vendors may deem fit.

AND WHEREAS the Vendors have supplied to the Purchaser such of the documents as are mentioned in the Maharashtra Ownership Flats Rules as demanded by the Purchaser.

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

- 1. The Vendors are constructing the said building on the said land at Nehru Road, Vakola, in the Revenue Village of Kole-Kalyan and more particularly described in the First Schedule hereunder written in accordance with the Plans and Specifications which have been kept at the building site and in the office of the builders for inspection and which the Purchaser has also approved and agreed that the Vendors may make such variations and modifications as may be required to be done by them and/or by the Bombay Municipal Corporation and/or any other authority concerned.
- 2. The Vendors shall have the right to make changes alterations, amendments, additions in the plans and in the building from time to time without the permission of the Purchaser and the Purchaser along with other Purchasers of flats shall have no objections to the same.
- 3. The Purchaser has prior to the execution of this agreement satisfied about the title of the Vendors to the said land he/she shall not be entitled to investigate the title of the Vendors and no requisitions or objections shall be raised on any matter relating thereto. A copy of Certificate issued by M/s. Mahimtura & Co; Attorneys-at-law as regards the title of the said land described in the Schedule hereunder written is annexed hereto and marked as Ex. "A".
- 4. The Purchaser agrees to take and acquire the flat bearing No. 40/.
 on the 42 floor in the said building to be constructed on the said land

gr.

o Al

All The

M gr

- The Purchaser shall lodge his copy of this agreement for registration and intimate to the Vendors the serial Number under which the same is lodged for registration in order to enable the Vendors to admit execution of the same.
- The Purchaser, the said Society or other incorporated body or limited company shall pay the rents and observe and perform all the terms and conditions contained in the said agreement to lease dated 2nd February 1973 and the lease to be executed in pursuance hereof and shall indemnity and keep the Vendors and their estates and effects indemnified from and against the same.
- This sale of flat has been brought about by M/s. 49.

and the Party of the Second Part shall pay brokerage at the rate of two per cent.

of one per cent respectively and the same shall be paid only if the sale is completed and not otherwise whatever may be the cause of the non-completion.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

FIRSTLY:— ALL THAT piece or parcel of non-agricultural land or ground together with the messuage tenements and buildings standing thereon situate lying and being at Nehru Road, (formerly known as Military Road), Vakola. in the Revenue Village of Kole-Kalyan, Andheri Taluka, Bombay Suburban Dist. Greater Bombay, Registration Sub-District Bandra in the Registration District of Bombay Suburban registered formerly in the books of the Collector of Land Revenue as under:-

THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THOSE pieces or parcel of vacant land or ground situate at Kole-Kalyan in Greater Rombay, Andheri Taluka, Bombay Suburban District, Registration Sub-District of Bombay City and Bombay Suburban and registered is the Books of the Collector of Land Revenue as under: / Bearing Survey No. 424 Hissa No. 12, 13 and 17 admeasuring 3032 sq. yards or 2335 sq. meters.

THE THIRD SCHEDULE ABOVE REFERRED TO:-

- The expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular the roof, gutters, rain water pipes, water pipes and electrical wires and cables in, under and or upon the building and the main entrances, passages, landings, staircases, terraces, and compound walls of the building as used and enjoyed by the Purchaser in common with other Purchasers of other Flats in the building.
- The cost of cleaning and lighting the passages, landings, staircases and other parts of the building as used and enjoyed by the Purchaser in common as
- The cost of decorating the exterior of the building. 3. 4.
- The cost of the salaries of clerks, bill collectors, watchmen and sweepers etc. 5.
- The proportionate ground rent payable under the lease. The cost of working, maintaining, repairing and replacing water pumps, lights and other charges.

- Municipal taxes and other taxes.
- 8. Insurance of the building.
- Such other expenses as are necessary and or incidental for the maintenance or upkeep of the building.
- 10. Such other expenses as mentioned in clause No. 22 of this agreement.

SIGNED SEALED AND DELIVERED by the withinnamed M/s. PATEL ENTERPRISES in the presence of

213 3011 Wander

SIGNED SEALED AND DELIVERED by the withinnamed in the presence of

Holo

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser the sum of Rs. 46800/) being the amount expressed to have been paid to him to us

यार्था ।। १०७१ त्ये

WITNESSES:

WE SAY RECEIVED :---

MAHIMTURA & CO.

SOLICITORS

66. Tamarind Lane, Fort, BOMBAY-400 001

Phones: {Office: 253388} | Resi.; 364700

Date

Re:

In the matter of an immoveable property situate lying and being at Nehru Road and Pipe Line Road, at Vakola-Kole Kalyan, Taluka Andheri, District Bombay Suburban in the Registration Sub-District of Bombay City and Bombay Suburban bearing Survay No. 424 Hissa Nos. 12, 13 and 17 admeasuring 3302 sq. yds. or 2535 06 sq. metres or thereabouts and bearing City Survey No. 816.

THIS IS TO CERTIFY that we have investigated the title of Shri Appasaheb Krishnaji Kharade for self and as the Karta and Manager of his joint and undivided Hindu family and others and we find that their title to the above property is marketable and free from encumbrances.

THIS IS TO FURTHER CERTIFY that by an Agreement to lease dated the 2nd February 1973 the said Appasaheb Krishnaji Kharade and others have agreed to grant a lease interalia of the above land to Shri Pragji Khimji Rana and the said Pragji Khimji Rana by an Agreement to Lease dated the 25th March '75 agreed to lease interalia the above land to M/s. Patel Enterprises,

Dated this 8th Day of December, 1975.

Sd/- C. S. Mahimtura
For M/s. Mahimtura & Co.
Attorneys-at-Law.

BL/

ANNEXURE No. 2

SPECIAL AMENITIES

- 1. BUILDING: The building shall have R.C.C. frame structure.
- DOORS & WINDOWS: Teakwood or ply panelled doors and Teakwood windows shall have W. I. Grills, Hinges of iron and aluminium fittings.
- MAIN DOOR: Main door teakwood Panelling or Ply Panelling or Flush door with Vinear from outside and French polished and inside with oil paint.
 - (a) Godrej Lock (b) Letter Slit.
 - (c) Aluminium aldrop (d) Peephole.
- BALCONIES: Balconies to be Provided with R.C.C. Pardi or W. I. Grill as per design.
- FLOORING: Marble Mosaic tiles in all rooms and passages with 5" skirting.
- BATH ROOM: Glazed tiles flooring with 3'-0" dado to be provided every bath shall have Geyser shower.
- W.Cs: Glazed tiles flooring with 1'-6" dado to be provided.
- KITCHEN: Raised Kitchen Platform with Kadappa stone top and 1'-6" glazed Tiles dado, glazed tile sink will be provided.
- WASH BASIN: One wash basin will be provided in the Passage of Toilet Each Flats with 2'-0" x 1'-0" glazed tile dado.
- 10. LOFTS: Lofts will be provided in each flat over bath and W.Cs.
- STAIRCASE: Staircase roof shall be of R.C.C. frame structure with brickwall and R.C.C. jali Tappa wooden hand rail shall be provided.
- PLUMBERING & WATER SUPPLY:— Water supply will be arranged for 24 hours by providing water tank under ground and over head with pumping facilities and as per Bombay Municipal Corporation will be provided.
- ELECTRICITY: Open wiring throughout the main in Conduit Pipes will be provided. Each flat shall have points as below:

HALL: One fan point, one light point and one light plug.

BED ROOM: One fan point, one light plug and one light point.

KITCHEN: One light point in each bath and W.C. and one power plug in bath.

BALCONY & PASSAGE: One light point, one light point on each landing of the staircase and one light point on the main entrance of the building shall be provided. Each flat shall have one bell point with bell.

NOTE: In case of domestic power is delayed or is not granted or is refused by the authorities builders shall not be responsible for the same.