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subsisting subject to the provisions contained in the Bye-Laws of the aforesaid Society (for sake of brevity the said Sai Amrut CHS Ltd, is referred hereinafter as to the "SAID SOCIETY" whereas the above referred Shares allotted to the said DONOR is hereinafter referred as the "SAID SHARES")

AND WHEREAS

1. By an Agreement for Sale dated 16th May 1992 registered with the office of Sub Registrar of Assurances under No. P-5726/92 entered into between Mr. Chandru Tahilram Tolani (the Developer therein) of the first part and Mr. Shakti Natvarlal Darji & Mrs. Ina Shakti Darji (The Flat Purchasers therein) of the Other Part, the purchasers therein had paid full and final consideration mentioned therein and latter the said Mr. Shakti Natvarlal Darji & Mrs. Ina Shakti Darji by virtue of an Agreement dated 28th September 1999 registered with the office of Sub Registrar of Assurances under No. BDR-2/4237/1999 sold the said Flat premises to Mr. Himatlal Manilal Shah & the said Mr. Himatlal Manilal Shah acquired and possessed the said Flat premises by paying full consideration had jointly acquired a residential premises bearing Flat No. A-706. admeasuring 410 sq. ft carpet area the building known as Sai Amrut CHS Ltd., situated at Jaywant Sawant Road, Dahisar (West), Mumbai - 400 066 lying and being on property bearing C. T. S. No. 925 & 926 of Village - Dahisar, Taluka Borivali, Mumbai Suburban. District. In and to the said Flat premises the said Mr. Himatlal Manilal Shah has acquired the said Flat premises on the terms and condition and consideration mentioned therein and the said Flat is particularly described in the Schedule hereunder written (hereinafter the said Flat is referred to as the said Flat).



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2. The DONOR hereto was eventually enrolled as a members of the said Housing society promoted and incorporated by Flat & Shop Owners of the said Sai Amrut CHS Ltd and the said Society has issued a Share Certificate having No. 131 bearing distinctive share no from 151 to 155 (both inclusive) of five fully paidup shares of Rs. 50 each in respect of the said Flat.

3. The said Membership of the DONOR hereto herein is still valid and subsisting and by virtue thereof the said DONOR hereto is deemed allotted the said Flat by the said Society subject to the provision contained in the registered Bye-Laws of said Society.

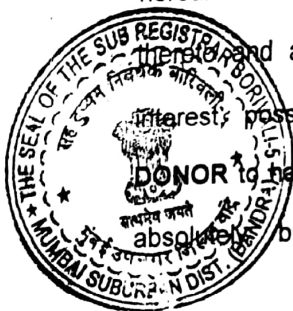
THE DONOR NOW DESIRES to grant his undivided 100% shares, rights title in the said flat to the said DONEE as GIFT in consideration of natural love and affection as hereinafter mentioned & in turn said DONEE who is related to the DONOR as father desired to hold the said Flat & further has agreed to accept the GIFT is evident by them executing these presents. || 2 ✓

NOW THIS DEED WITNESSETH THAT DONOR without any monetary consideration and in consideration of natural love and affection which the DONOR bears to the DONEE, both hereby grant and transfer and release by way of GIFT all that his 100% undivided right title interest in shares, in the said Flat more particularly described in the Schedule

hereunder written together with benefits and fittings and fixtures attached thereto and all liabilities, privileges, advantages and all rights, title interest, possession, claims and demands etc. whatsoever of the

DONOR to have and to hold the same unto and to the use of DONEE absolutely but subject to payment of all taxes, dues, duties,

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maintenance charge now and hereafter chargeable thereon to the Municipality or to Government or to other local authority or to the said Society.

AND he, the DONOR hereby covenants with the DONEE:

1. That the DONOR now have in himself good right, full power and absolute authority to grant his 100% undivided share in the said Flat as Gift in the manner aforesaid.
2. The DONEE may at all times hereafter peacefully and quietly enter upon have occupy, possess and enjoy the said Flat and every part thereof and the Shares thereof to their own use and benefit without any Law, Suit, Lawful eviction, interruption, claim or demand whatsoever from or by the DONOR or his heirs, executors, administrators and assigns or to claim by from under or in just for the DONOR.
3. The DONOR hereby further declare that the said Flat is free from all encumbrances, beyond reasonable debts and hereby undertakes to indemnify and keep indemnified the DONEE against all demands, claims proceedings, costs and expenses arising from any person or persons claiming through or under the DONOR relating to the said Flat.
4. That the said Flat thereof is free and marketable and freely and clearly and absolutely forever released and discharged or otherwise by the DONOR and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other charges and encumbrances whatsoever had made, executed, occasioned or suffered by the DONOR

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or by any other person or persons lawfully claiming or to claim by, from under or in trust for the DONOR.

5. THE DONOR further covenants with the DONEE that he have not done any act, deed, or thing whereby, or; by means whereof he is prevented from releasing his share, right, title & interest in the said Flat by way of Gift in the manner aforesaid.
6. The DONEE have agreed to pay Stamp Duty and Registration Fees / Charges, other Professional Charges, & other Charges incidental to the execution of these presents.
7. The DONOR agrees & undertakes that the documents pertaining to the Said Flat now in custody of DONOR shall be handed over to the DONEE on execution of these presents.

SCHEDULE ABOVE REFERRED TO

ALL THAT 100% Undivided share, right, title & interest in Residential premises being Flat No. A-706, 7th Floor, in building called as "Sai Amrut CHS Ltd", admeasuring 410 Sq. ft Carpet area situated at and Jaywant Sawant Road, Dahisar (West), Mumbai - 400 068, on plot of land bearing C.T.S No. 925, 926 of village Dahisar, Taluka Borivali, Sub-District of Mumbai City and Mumbai Suburban, within limits Mumbai Municipal Corporation.



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