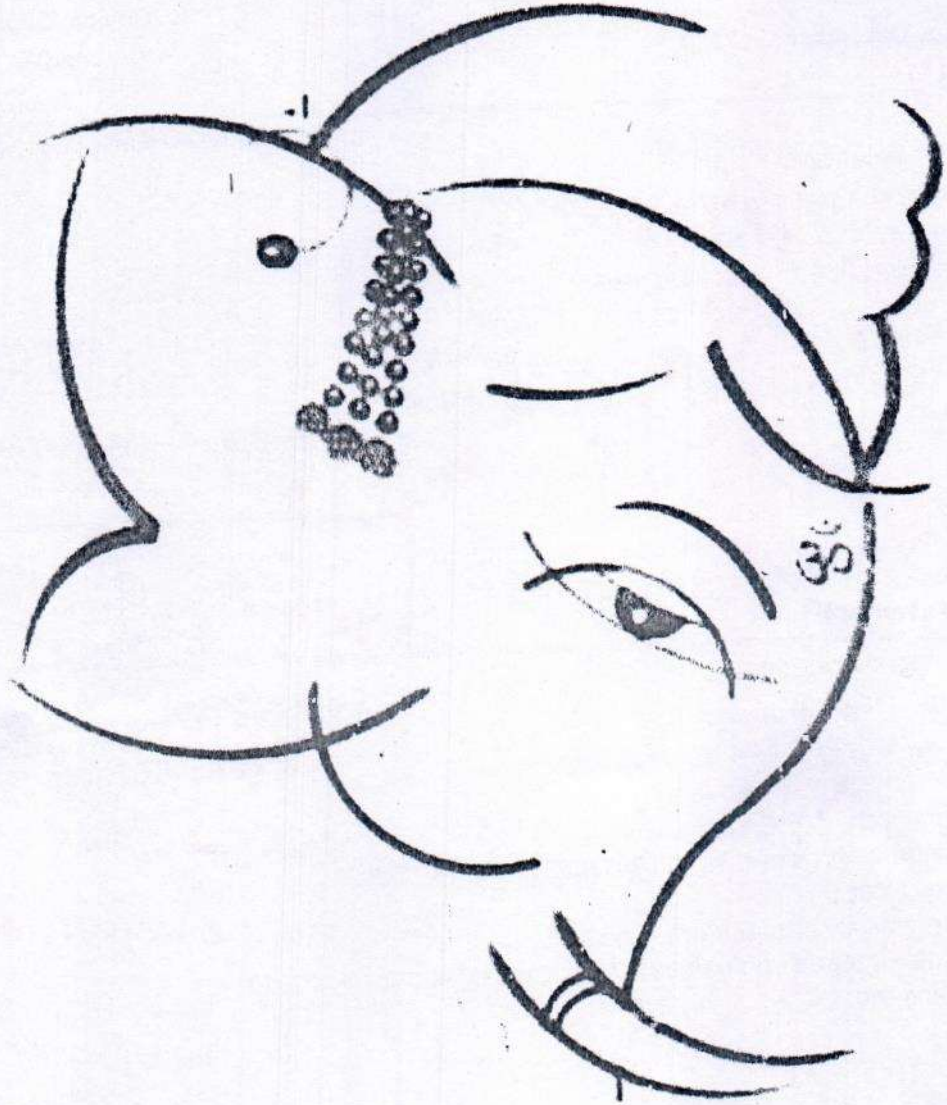


II

*

॥ श्री ॥

8204
2020



SALE DEED

Flat NO.E-117 (part) admeasuring 265 sq.ft. Built-up area on the 1st Floor of the said building known as the MALVANI VIRGO CO-OPERATIVE HOUSING SOCIETY LTD. having address at Divya Park, Lower Kharodi, Malad (West), Mumbai - 400 095.

451/4275

Friday, December 18, 2020

3:44 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 4690 दिनांक: 18/12/2020

गावाचे नाव: मालवणी

दस्तऐवजाचा अनुक्रमांक: बरल7-4275-2020

दस्तऐवजाचा प्रकार : सेल डीड

सादर करणाऱ्याचे नाव: ममता नवीन पुष्करणा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 880.00

पृष्ठांची संख्या: 44

एकूण:

रु. 30880.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
3:57 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 2743899 /-

मोबदला रु. 4150000/-

भरलेले मुद्रांक शुल्क : रु. 83000/-

Shavan
सह. दुय्यम निलंबक बोरीवली-७,
मुंबई उपनगर निल्हा.

सह. दुय्यम निलंबक बोरीवली-७,
मुंबई उपनगर निल्हा.

1) देयकाचा प्रकार: DHC रकम: रु. 880/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1812202013662 दिनांक: 18/12/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008157860202021M दिनांक: 10/12/2020

बँकेचे नाव व पत्ता:

M. S.



CHALLAN
MTR Form Number-6



GRN	MH008157860202021M	BARCODE	[Barcode]		Date	10/12/2020-16:46:47	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	BRL7_JT SUB REGISTRAR BORIVALI 7			PAN No.(If Applicable)				
Location	MUMBAI			Full Name	MAMTA NAVIN PUSHKARNA			
Year	2020-2021 One Time			Flat/Block No.	Flat NO.E-117, 1st Floor, MALVANI VIRGO Chsl			
Account Head Details		Amount In Rs.		Premises/Building	Divya Park, Lower Kharodi			
0030045F01	Stamp Duty	83000.00		Road/Street	Malad (West), Mumbai			
0030063301	Registration Fee	30000.00		Area/Locality	Town/City/District			
				Town/City/District	PIN			
				Remarks (If Any)				
				SecondPartyName=SURESH DATTATRAYA				
				Amount In Words				
				One Lakh Thirteen Thousand Rupees Only				
Total			1,13,000.00					
Payment Details	UNION BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	02901791012202014751	500752633	
Cheque/DD No.				Bank Date	RBI Date	16/12/2020-16:31:40	Not Verified with RBI	
Name of Bank				Bank-Branch		UNION BANK OF INDIA		
Name of Branch				Scroll No. , Date		1 , 17/12/2020		



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.
Mobile No. : 9820877446

वरल - ७/
४२५५ १ ४४
२०२०

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1812202013652	Date 18/12/2020
Received from MAMTA NAVIN PUSHKARNA, Mobile number 8291979754, an amount of Rs.880/- towards Document Handling Charges for the Document to be registered:(SARITA) in the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name sblepoy	Date 18/12/2020
Bank CIN 10004152020121812481	REF No. 202035342874989
This is computer generated receipt, hence no signature is required.	



बाल - ७/		
२४२५५२	४४	
२०२०		



SALE DEED

Handwritten signature
Mamta

THIS SALE DEED made and entered into at MUMBAI this 18th day of DECEMBER, 2020 ; BETWEEN ; MR. SURESH DATTATRAY FATIL, aged 72 years, Indian Inhabitant of Mumbai, residing at Flat NO.E-117 (part), 1st Floor, Malvani Virgo Co-op. Hsg. Soc. Ltd., Divya Park, Lower Kharodi, Malad (West), Mumbai - 400 095, hereinafter called "THE TRANSFEROR" of the One Part ; AND ; MRS. MAMTA NAVIN PUSHKARNA, aged 51 years, Indian Inhabitant of Mumbai, residing at Flat No.12/52, Sangam Co-op. Housing Society Ltd., New Link Road, Opp. Infinity Mall, Jogeshwari (West), Mumbai- 400 102, hereinafter called "THE TRANSFEREE" of the Other Part; and reference to the parties hereto shall unless it be repugnant to the context or meaning, thereof mean and include their respective legal heirs, successors, executors, administrators and assigns;

Handwritten signature
ALDAR

वर्ष - ७/		
४२६५	३	४४
२०२०		

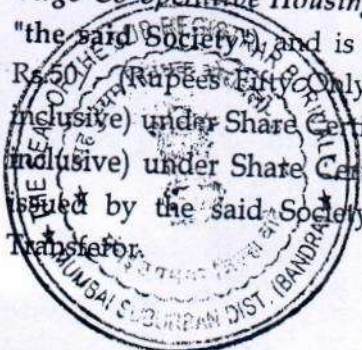
Handwritten signature
Mamta

WHEREAS by an Agreement for Sale dated 16th December, 1983 made and entered BETWEEN : M/S. DARYANANI (INDO SAIGON) CONSTRUCTIONS PRIVATE LIMITED, a Company Incorporated under the Companies Act of 1956 and having its Registered office at 421, Commerce House, 140, Nagindas Master Road, Fort, Mumbai-400 023, therein referred to as "THE BUILDERS" of the One Part ; AND ; MR. SURESH DATTATRAY PATIL- "THE TRANSFEROR" herein therein referred to as "THE PURCHASER" of the Other Part; the said M/S. DARYANANI (INDO SAIGON) CONSTRUCTIONS PRIVATE LIMITED sold and "THE TRANSFEROR" herein purchased the Flat NO.E-117 (part) on 1st Floor in the building known as "VIRGO" situated at Divya Park, Lower Kharodi, Malad (West), Mumbai - 400 095, together with all rights, title, interests, benefits etc. and on the terms and conditions and for the consideration mentioned therein. That the said Agreement for Sale dated 16th December, 1983 was been duly stamped and registered under Document No.PS/92/1984 dated 11/01/1984.

AND WHEREAS the *Malvani Virgo Co-operative Housing Society Ltd.* hereinafter referred to as "the said Society" a Co-operative Society incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No.BOM./W.P./H.S.G./T.C./1068 of 1984-85 is seized, possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground bearing C.T.S.No.8-B (part) together with the building known as "VIRGO" consists of Ground plus 4 upper Floors standing thereon situate, lying and being Village : Malvani, Taluka Borivali, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban hereinafter referred to as "*the said Property*" and more particularly described in the Second Schedule hereunder written.

AND WHEREAS the Transferor is the registered and bonafide member of *Malvani Virgo Co-operative Housing Society Limited* (hereinafter for convenience referred to as "the said Society"), and is the absolute owner of 10 (ten) shares of the face value of Rs.50/- (Rupees Fifty Only) each bearing distinctive numbers from 421 to 425 (both inclusive) under Share Certificate No.085 and distinctive numbers from 921 to 925 (both inclusive) under Share Certificate No.185 hereinafter referred to as "the said Shares" issued by the said Society and said Share Certificate Stands in the name of the Transferor.

AND WHEREAS as such member, the Transferor has been absolutely seized and possessed of and otherwise well and sufficiently entitled to Flat NO.E-117 (part) on the 1st Floor in the building named and known as the MALVANI VIRGO CO-OPERATIVE HOUSING SOCIETY LTD., situated at Divya Park, Lower Kharodi, Malad (West), Mumbai - 400 095, on what is called as "ON OWNERSHIP BASIS" hereinafter referred to as "the said Flat" more particularly described in the First Schedule hereto.



PS - 92/		
8204	8	88
Page 2920		

Handwritten signature

Handwritten signature

AND WHEREAS the Transferor has agreed to sell, transfer and assign to the TRANSFEREE and the TRANSFEREE has agreed to purchase from the Transferor the said 10 (ten) shares held by him in said Society including Sinking Funds standing to the credit of the Transferor's account with the society and as incidental thereto sell, transfer and assign all the beneficial right, title and interest of the Transferor in the said Flat together with the right of use and occupancy thereof at or for the price of Rs.41,50,000/- (RUPEES FORTY ONE LAKHS AND FIFTY THOUSAND ONLY).

"THE TRANSFEROR" do hereby admits and acknowledges to have received from "THE TRANSFEREE" a sum of Rs.41,50,000/- (RUPEES FORTY ONE LAKHS AND FIFTY THOUSAND ONLY) on or before execution of this Sale Deed being the total full and final consideration amount for the sale of the said Flat and as per the particulars mentioned in the receipt appearing hereunder.

AND WHEREAS the vacant and peaceful possession of the said Flat will be handed over by "THE TRANSFEROR" to "THE TRANSFEREE" on completion of the present sale transaction i.e. against receiving the consideration amount in full.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:



1. The Transferor hereby agrees on receipt of full payment of consideration amount of the said Flat to sell, transfer and assign, and the TRANSFEREE hereby agrees to purchase and acquire:
 - a. The said Shares i.e. 10 (ten) fully paid up shares of the said Society of the face value of Rs.50/- each numbered from distinctive numbers from 421 to 425 (both inclusive) under Share Certificate No.085 and distinctive numbers from 921 to 925 (both inclusive) under Share Certificate No.185.
 - b. Flat NO.E-117 (part) on the 1st Floor of the building of the said Society standing on the said Property.
 - c. All deposits standing to the credit of the Transferor in the records and registers of the said Society (hereinafter referred as "the said Deposits").
 - d. All rights, benefits and advantages available to the Transferor and/or to which the Transferor is entitled to as member and shareholder of the said Society (hereinafter referred to as "the said rights").

वर्ग - 19/		
82104	4	88

Handwritten signature

Handwritten signature

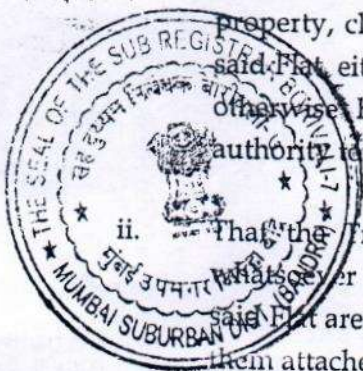
at or for the price of Rs.41,50,000/- (RUPEES FORTY ONE LAKHS AND FIFTY THOUSAND ONLY). That the said consideration is inclusive of the value of shares and the Flat and is also inclusive of the value of the relevant deposits (if any), with the said Society and other concerned authorities including ALL deposits. The TRANSFEREE shall also, on completion of THIS TRANSACTION, be entitled to rebates, interest, incomes, profits, that may at any time HEREAFTER, be paid by the society and/or any other concerned authorities and otherwise (in respect of the said Flat/shares/deposits) and the benefit of the legal and beneficial exclusive ownership unconditional, possession and occupation and unrestricted use of the said Flat and all rights/privileges appurtenant thereto (as holder of the said shares).

2. The Transferor shall apply to get the TRANSFEREE admitted and enrolled as member of the said Malvani Virgo Co-operative Housing Society Ltd., and as owner of the said Flat in the records of the said Society and shall also execute in favour of the TRANSFEREE such documents for enrollment as may be required by the TRANSFEREE for vesting the said Shares in the said Malvani Virgo Co-operative Housing Society Ltd. and the said Flat in the name of the TRANSFEREE.

3. The Transferor hereby covenants with the TRANSFEREE as follows:-

i. That the Transferor is the sole and absolute owner of the said shares and the said Flat and no other person(s) has/have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said Flat, either by way of sale, charges, lien, gift, trust, lease, easement or otherwise howsoever and has good right, full power and absolute authority to sell and transfer the same to the TRANSFEREE.

ii. That the Transferor has not created any charge or encumbrance of whatsoever nature in respect of the said Flat or the said Shares and the said Flat are not subject matter of any litigation nor are the same or any of them attached in execution, any tenancy or leave and Licence or any right in favour of anyone in respect of the said Flat and the same is not attached either before or after judgement at the instance of Income Tax authorities, the Custom Authorities, FERA authorities, SAFEMA authorities or from the Government of Maharashtra Local Municipality or any other Government Body or person and there are no outstanding or arrears payable to the Income Tax Authorities and the Transferor has not given any undertakings to the taxation authorities or any other Government Authorities or any other authorities/Person(s)/Body/Body Corporate to deal with or dispose of right, title and interest in the said Flat and that the Transferor has full and absolute power to deal with the same.



बरल - ७/	
४२७५	६
२०२०	

[Handwritten signature]

[Handwritten signature]

- iii. That the Transferor has duly observed and performed the rules and regulation and bye-laws of the said Society and has paid up-to-date his contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by him in respect of the said Flat. "THE TRANSFEROR" further states and declares that his membership in the said Society is valid and subsisting and not terminated by the said Society and he has not received notice of expulsion from the membership of the said Society, or any other notice restraining him from transferring the said Flat and the said ten shares.
- iv. That the Transferor shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed and signed all such letter, forms, applications, deeds, documents, writings and papers, affidavits, plaints, defenses in legal proceedings if any, for more perfectly securing and assuring and effectually transferring the said Shares and the said Flat unto to the use of the TRANSFEREE forever.
- v. That the Transferor shall indemnify and keep indemnified the TRANSFEREE from and against all actions, claims, demands, charges and expenses, etc. claimed as falling due prior to the date of handing over possession of the said shares and the said Flat.
- vi. That the Transferor has not made or registered (and he shall not hereafter make or register) any lien or nomination or assignment in regard to the said rights (with the said society and otherwise) and that any such lien, nomination/ assignments (if found to have been made or registered by them prior to the execution of this agreement) shall, hereafter, be deemed to be null, void, inoperative, canceled and withdrawn.



4. The TRANSFEREE hereby covenant with the Transferor as follows:-

- i. That the TRANSFEREE shall from the date of possession, regularly pay to the said Society her proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoing payable in respect of the said Flat.
- ii. That the TRANSFEREE shall observe and perform and abide by all the rules and regulation and bye-laws of the said Society from time to time in force.

अरुण - ७/		
४२७५	७	४४
३०२०		

5. The Transferor declares that the said Flat and rights, title and interest therein is his own property and he has full power and authority to transfer, convey and assign the same in favour of the TRANSFEREE herein. The Transferor further declares that no member either major or minor of his family or any other person or persons have any rights, title and interest in the said share certificate and the said Flat in any manner whatsoever and he is in exclusive use and occupation of the said Flat and no one else has any right of use and/or occupation of the said Flat in any manner whatsoever.
6. The Transferor further declares that the Transferor do not hold the said Flat and/or the said shares as Nominee, "Benami" or in Trust for any person or persons and there is no insolvency or lispence affecting the said Flat and/or the said Shares or any of them or any part thereof.
7. The Transferor shall hand over on completion of present sale transaction to the TRANSFEREE all the original documents of title including all Original Agreement, Original Share Certificates, etc. in respect of the said Flat.
8. The Transfer fees/premium of the said Society for the transfer of the said Shares and the said Flat in favour of the TRANSFEREE shall be borne by both the parties in equal proportion. Stamp Duty and registration charges, if any payable on this Sale Deed shall be borne and paid by the TRANSFEREE alone. "THE TRANSFEROR" further agrees and undertakes to co-operate in every manner for getting the present Sale Deed registered with the concerned Sub-Registrar of Assurances.
9. The Transferor transfers and assigns all his rights and privileges whatsoever of the Transferor as a member of the society and all the rights, title and interest of the Transferor in the said shares and in the said Flat and the Transferor doth hereby covenants with the TRANSFEREE that he has good rights, title and interest in the said Shares and in the said Flat.
10. The Transferor hereby solemnly agrees that he shall not do any act, deed, thing or matter so as to adversely effect or jeopardize the interest of the TRANSFEREE.



बदल - 9/		
8264	L	88
2020		

ALDAM

AM

THE FIRST SCHEDULE ABOVE REFERRED TO:

- a. Flat NO.E-117 (part) admeasuring 265 sq.ft. Built-up area on the 1st Floor of the said building known as the MALVANI VIRGO CO-OPERATIVE HOUSING SOCIETY LTD. having address at Divya Park, Lower Kharodi, Malad (West), Mumbai - 400 095.
- b. 10 (ten) fully paid up shares of the said society of the face value of Rs.50/- each from distinctive numbers from 421 to 425 (both inclusive) under Share Certificate No.085 and distinctive numbers from 921 to 925 (both inclusive) under Share Certificate No.185
- c. All deposits standing to the credit of the Transferor in the records and registers of the said society, electric co., etc.
- d. All rights, benefits and advantages available to the Transferor is entitled to as a member and shareholder of the said society.



THE SECOND SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land situated at Lower Kharodi, Malad (West), Mumbai - 400 095, together with the building known as THE MALVANI VIRGO CO-OPERATIVE HOUSING SOCIETY LTD. standing thereon and situate lying and being C.T.S.No.8-B (part), Village : Malwani, Taluka : Borivali, and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban. The Building consists of Ground plus 4 (four) upper floors without lift and the year of construction of building is 1984.

[Handwritten signature]

[Handwritten signature]

बरल - ७/		
४२०५	९	४४
२०२०		

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

SIGNED, SEALED AND DELIVERED)

by the withinnamed THE TRANSFEROR)

MR. SURESH DATTATRAY PATIL)
P.A.N. AHOPP2507L)

in the presence of)

.....)



Handwritten signature of Mr. Suresh Dattatray Patil

SIGNED, SEALED AND DELIVERED .)

by the withinnamed THE TRANSFEEES)

MRS. MAMTA NAVIN PUSHKARNA)
P.A.N. AIGPP7992J)

in the presence of)

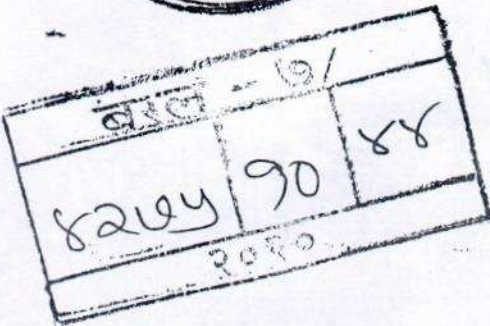
.....)



Handwritten signature of Mrs. Mamta Navin Pushkarina



Handwritten signature of the Sub Registrar



RECEIPT

RECEIVED with thanks from MRS. MAMTA NAVIN PUSHKARNA the sum of Rs.41,50,000/- (RUPEES FORTY ONE LAKHS AND FIFTY THOUSAND ONLY) as per the following particulars being the total full and final consideration amount for the sale of the said Flat NO.E-117 (part) on the 1st Floor of the said building known as the MALVANI VIRGO CO-OPERATIVE HOUSING SOCIETY LTD., having address at Divya Park, Lower Kharodi, Malad (West), Mumbai - 400 095.

AMOUNT (Rs.)	CHQ./P.O.NO.-DATED	DRAWN ON
41,50,000	16/12/2020 UBINH203519 34892	Union Bank of India
Rs.41,50,000/-	(RUPEES FORTY ONE LAKHS AND FIFTY THOUSAND ONLY)	

I SAY RECEIVED

(Handwritten Signature)

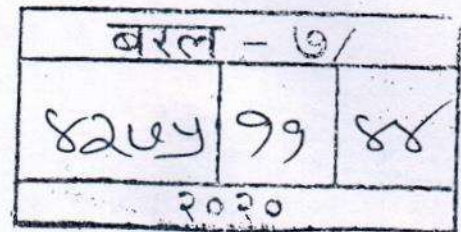
(MR. SURESH DATTATRAY PATIL)
THE TRANSFEROR

WITNESSES:

1. Sign. : *(Signature)*
Name : *Rattan Nehalami*
Address :

2. Sign. : *(Signature)*
Name :
Address :

Registration m/s





बंदरा - ७/		
४२५५	१२	४४
२०२०		

न.प्र.स.न. 39/म.

व्यक्तिगत
93/93
45000/-

धारा 44-ए के अन्तर्गत
व्यक्तिगत

स्वयंसेवा वाले नाम दिल्ली स्थानीय नगरीय नगरपालिका
नये नगरपालिका क्षेत्र
हस्तारक्षित

CRS-580/E

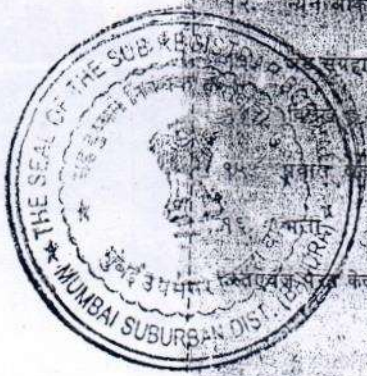


वरल - 9/		
8294	93	88
2020		

415912

इतर फीची अनुसूची

- १. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
- २. रुजूबात फी.
- ३. फाईल करण्याची फी.
- ४. अनुच्छेद अकरा अन्वये.
- ५. अनुच्छेद वीस अन्वये.
- ६. भवत्याह्याभ्या अनुप्रमाणत.
- ७. गृहमट फी.
- ८. सुरक्षित ताबा फी.
- ९. मोहोरबंद पाकिटाचा निक्षेप.
- १०. मोहोरबंद पाकिट उघडणे.
- ११. मोहोरबंद पाकिट परत माग घेणे.
- १२. अडत.
- १३. पत्रिचारिका किंवा रती पत्रिचराची सेवा.
- १४. नया अकिरित फीची अनुसूची.



संपदाच्या वस्तूच्या विक्रीचे उत्पन्न
 या नकला पाठविण्याचा ठपाल बर्ज.
 प्रमाण फी.
 मुंबई उपनगर न्यायक्षेत्राच्या कार्यालयात घेता.

दुसऱ्या निबंधक.

बरेल - ७/		
४२७५	१४	१४
२०२०		



AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 16th day of December One Thousand Nine Hundred and Eighty Three Between MESSRS DARYANANI (INDO-SAIGON) CONSTRUCTIONS PRIVATE LIMITED a Company incorporated under the Companies Act of 1956 and having its Registered Office at 421, Commerce House, 140, Nagindas Master Road, Fort, Bombay - 400 023, hereinafter called "THE BUILDERS" (which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and assigns) of the One Part AND SHRI / SMT / KUMARI /

MESSRS Suresh Dattatray



of Indian Inhabitant hereinafter called "THE PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include his/her/their administrators, successors and permitted assigns) of the Other Part

WHEREAS :

- i) By an Indenture of Lease made on the 2nd day of April 1962 between the Governor of Maharashtra (therein and hereinafter called "the Lessor") of the One Part and Lores Francis Men. alias Lawrence Francis Mendes (therein and hereinafter called "The Lessee") of the Other Part in consideration of the rent reserved by and the covenants and conditions therein contained and on the part of the Lessee to be observed and performed, the Lessor did thereby demise unto the Lessee the land or ground bearing S. No. 263 (part) and C.T.S. Nos. 5 and 8 and admeasuring 42 Acres and 15 guntas (i.e. 2,05,095 square yards equivalent to 1,71,470 square metres or thereabouts) situate at Village Malavani within Greater Bombay and more particularly therein described

16	91
94	88
20	

(hereinafter for the sake of brevity referred to as "The Demised Premises") to hold the same unto the Lessee for the term of 999 years from the 9th day of December 1936, yielding and paying therefore during the said term unto the Lessor for the Demised Premises (save such portion as may be appropriated for public roads which shall be exempt from payment of yearly rent) the rent of pie one, if demanded, for the first ten years and for the next 20 years (i.e. from 9th December 1946 till 8th December 1966) a yearly sum equal to 4 Annas per acre and after 9th December 1966 for the residue of the term of the Lease the yearly sum being the Assessment of Land Revenue as provided in the said Indenture of Lease is payable as ground rent.

- ii) The said hereinbefore recited Indenture of Lease inter alia provided that the Lessee should at his own expense and with due diligence completely reclaim the Demised Premises so as to be in a state fit for use for agricultural purposes and shall so reclaim atleast one-half of the Demised Premises within ten years and the whole of the Demised Premises within twenty years from the 9th day of December 1936 respectively and shall maintain such reclamation during the residue term of the said Lease.
- iii) The Lessee during his life-time fully and completely complied with the hereinbefore recited condition and reclaimed the Demised Premises within the periods stipulated in the said hereinbefore recited Indenture of Lease and made the Demised Premises fit for use for Agricultural purposes during his life-time and after his death his heirs and the successor-in-title maintained the reclamation.
- iv) The Lessee died intestate at Bombay on or about the 18th day of November 1970 leaving him surviving, his widow, namely Anu Lawrence Mendes and his brothers and sisters, namely Gabriel Francis Mendes, Anton Francis Mendes, Anselm Francis Mendes and Paulin John Patel and Johana James Gracious and Olga Sebastian Rodrigues, daughter of pre-deceased brother, Enas Francis Mendes, as his only heirs according to the law relating to intestate succession applicable to the Indian Christians by which he was governed.

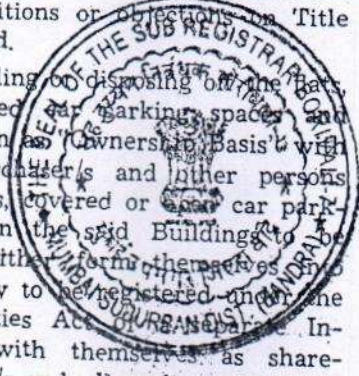


two Indentures of Assignment both dated 3rd day of October 1974 and between the said Anu Lawrence Mendes (therein and hereinafter called "The First Assignor") of the First Part, the said Gabriel Francis Mendes, Anton Francis Mendes, Anselm Francis Mendes and Paulin John Patel (therein and hereinafter called "The Second Assignors") of the Second Part, the said Johana James Gracious and Olga Sebastian Rodrigues (therein and hereinafter called "The Third Assignors") of the Third Part, Messrs Bombay Dharti Vikas Company (therein and hereinafter called "The Confirming Party") of the Fourth Part and Messrs Baf-Hira

824y		
9E	88	
3020		

in the hereinbefore recited Agreement for Sale dated 29th August 1979 and subject also to the terms and conditions hereinafter contained.

- xiii) The Purchaser/s has/have taken inspection of the true copy of the said hereinbefore recited Indenture of Lease dated 2nd April 1962, a true xerox copy of the said Indenture of Assignment dated 3rd October 1974 in respect of the said Land, a true xerox copy of the said Memorandum dated 26th August 1974 in respect of the said Land and the said Agreement for Sale dated 29th August 1979 which the Purchaser/s doth/do hereby confirm and has/have agreed to purchase the said Premises with full notice and knowledge of the terms, conditions and covenants therein contained.
- xiv) The Purchaser/s has/have inspected the building plans and specifications in respect of the said Buildings and the said Premises which the Purchaser/s doth/do hereby confirm.
- xv) The Builders have supplied to the Purchaser/s such of the documents mentioned in Rule 4 of the Maharashtra Ownership Rules 1964 as are demanded by the Purchaser/s.
- xvi) The Certificate of Title issued by the Solicitors and Advocates Messrs Dadhich & Co. has been inspected by the Purchaser/s (a copy whereof is hereto annexed and marked Exhibit "A" to this Agreement) and the Purchaser/s has/have satisfied himself/herself/themselves about the Title of the Builders to the said Land and the Purchaser/s shall not be entitled to raise any requisitions or objections on Title of the Builders to the said Land.
- xvii) The Builders are desirous of selling or disposing of the flats, shops, garages, open and covered car parking spaces and other premises on what is known as 'Ownership Basis' with a view ultimately that the Purchaser/s and other persons who acquire flats, shops, garages, covered or open car parking spaces and other premises in the said Buildings to be put on the said Land, should either form themselves into one or more Co-operative Society to be registered under the Maharashtra Co-operative Societies Act, 1960 or an Incorporated Limited Company with themselves as shareholders and after the Purchaser/s and all such persons who have agreed to acquire any premises in the said Buildings have paid in full all their dues payable by them respectively to the Builders and have strictly complied with the terms, conditions and covenants of their respective Agreements with the Builders, the Builders will Assign of the said Land more particularly described in the Second Schedule hereunder written with the Buildings that may have been constructed thereon in favour of such one or more Co-operative Society or Societies or Limited Company or Companies as the case may be.
- xviii) The Purchaser/s along with other persons who have agreed to acquire flats, shops, garages, car parking spaces and other premises in the said Buildings shall be liable to contribute over and above other outgoings and expenses mentioned in



91	
96	88

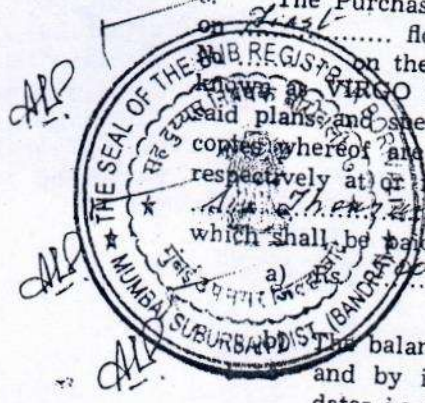
this Agreement, the proportionate part for the expenses to be incurred in respect of the maintenance, upkeep, etc. of the internal roads, and/or passages, whenever demanded by the Builders or the Co-operative Society or the Limited Company, or other Authorities concerned.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Builders shall under normal conditions, construct buildings and open and/or covered car parking spaces, shops, flats, garages and other premises residential and non-residential as per the plans, designs and specifications seen and approved by the Purchaser/s (which plans, designs and specifications are kept by the Builders at their office) with such variations and modifications therein as the Builders may desire or consider necessary in their absolute discretion from time to time or may be required by any Public Body or Authority to be made in any of them. The Purchaser/s hereby consent to such variations and modifications.
2. The Purchaser/s has/have prior to the execution of this Agreement, taken inspection of the documents in respect of the title to the said Land and the Purchaser/s shall not be entitled further to investigate the title of the Builders and no requisitions or objection shall be raised on any matter relating thereto. A copy of the Certificate of Title issued by Messrs Dadhich & Co., Advocates and Solicitors, High Court, Bombay, is hereto annexed and marked Ex. "A" and the said Certificate of Title shall be taken by the Purchaser/s as conclusive proof of the marketability of title of the said Land hereditaments and premises.



3. The Purchaser/s hereby agree/s to acquire the said Flat No. 117 (Part) on 1st floor / Shop / Garage / Covered / Open Parking Space on the ground floor in "K" Block in the Building known as VIRGO in "DIVYA PARK" under construction as per the said plans and specifications seen and approved by the Purchaser/s, copies whereof are hereto annexed and marked Exhibits "B" and "C" respectively at or for the consideration of Rs. 56,000.00 (Rupees 56,000 only) which shall be paid in the manner given below:-



a) 10,000.00 as Earnest Money on or before the execution of this Agreement.
 The balance of the consideration shall be paid in the manner and by instalments specified below on their respective due dates i.e.:-

- i) Rs. on completion of 1st slab
- ii) Rs. on completion of 2nd slab
- iii) Rs. on completion of 3rd slab
- iv) Rs. on completion of 4th slab
- v) Rs. on completion of 5th slab
- vi) Rs. 51,000.00 on or before receiving possession of the said Premises along with the keys

117/118 - 9/v
 88
 020

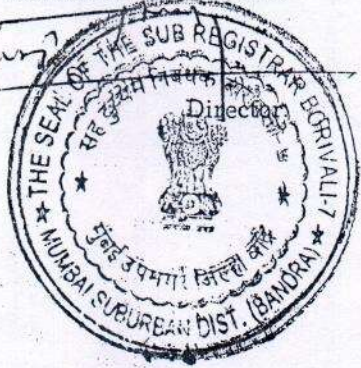
THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground situate lying and being at Village Malavani, Malad (West), within Greater Bombay and in the Registration Sub-District and District Bombay City and Bombay Suburban admeasuring 6,500 sq. metres or thereabouts bearing Survey No. 263 (part) and C.T.S. No. 8 (part) being a portion of the land described in the First Schedule hereinabove written and which portion forms a proportionate part of the land ear-marked for proposed Development Plan Roads and the land filling within the set-back line under the lay-out plan of the said entire land described in the First Schedule hereinabove written as sanctioned by the Bombay Municipal Corporation and which land is delineated on a plan thereof hereto annexed and thereon shown coloured burnt sienna and which land has already been handed over by the Vendors to the Bombay Municipal Corporation without any monetary compensation.

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

SIGNED, SEALED AND DELIVERED) For Daryanani (Indo-Saigon) Constructions Pvt Ltd.
by the withinnamed BUILDERS)
Messrs. DARYANANI (INDO-SAIGON))
CONSTRUCTIONS PVT. LTD.)

in the presence of *hata Guruswamy*



SIGNED, SEALED AND DELIVERED)
by the withinnamed PURCHASER/S)
Shri Suresh)
Dattatray Patil)

in the presence of P. C. Gawans,

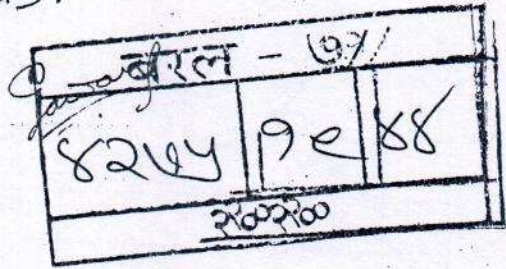


Exhibit 'A'

DADHICH & CO.

Advocates & Solicitors

M. M. Dadhich

Miss G. M. Dadhich

402, Commerce House, 4th Floor,
140, Nagindas Master Road,
Fort, Bombay-400 023.

Tel. Office: 274440 Resi: 531205

Ref. No. 1542/81.

Date:

TO WHOMSOEVER IT MAY CONCERN

By an Indenture of Lease made on 2nd day of April 1962 Between the Governor of Maharashtra of the One Part and Lores Francis Men alias Lawrence Francis Mendes of the Other Part, the Governor of Maharashtra demised unto the said Lores Francis Mendes the plot of land admeasuring 89,450 Square Yards or thereabouts, i. e. 74,450 Square Metres or thereabouts situate at Village Malavani, Malad (West) within Greater Bombay, bearing Survey No. 263 (part) and C. T. S. No. 8 (hereinafter referred to as the "Demised premises") for the term of 999 years from 9th day of December 1936 at the rent and the terms and conditions contained therein.



By an Indenture of Assignment made on 3rd day of October 1974 and registered with the Sub-Registrar of Assurances at Bombay under No. 3357/58 of 1975 the said Lores Francis Mendes assigned unto BAF-HIRA BUILDERS PVT. LTD. (hereinafter called "The Vendors") the Demised Premises for the residue of the then un-expired term of the said Lease of 999 years. The said Vendors name is also brought on record in the records of Right in respect of the Demised Premises.

8204 - 91		
8204	20	8
2020		

By an Agreement for Sale dated 29th August 1979 made between the said Vendors of the One Part and Messrs Daryanani (Indo Saigon) Constructions Private Limited (hereinafter called "The Builders") of the Other Part, the said Vendors agreed to sell to the Builders and the Builders agreed to purchase from the said Vendors a part of the

मनुष्यम मंडळ पोस्त-२२/८४
 सन १९६४ चे ज्ञानवारी
 वे ११ तारखेस ३ व ४ वे
 वर्गान मुंबई इय्यम निबंधक
 कार्यालयात आणून विला.

५

 11/1/84

खालील प्रमाणे फी मिळाली :-

	रु. वेळे
वीरणी	५६० ००
घेरे	१००
वकूत (फोटोप्रोज)	१००
दस्तावेज	३००
फावकींग	१००
दवाख	१२००
एकूण	९८० ००


 मुख्य निबंधक, मुंबई



सब-रजिस्ट्रार, मुंबई.

६१ सुरेश देवाभय पार्ले, वय ३६, न

वस्तुऐवज करून देणार

वहावा वी वी वी देवाभय पार्ले, सभाग मुंबई

परमाणु सुरेशजी भाग, फ्लेट, मुंबई

तथाकथित साठे संव

वस्तुऐवज करून दिव्याचे

कबूल करितात.



वस्तु - ७/		
४२७५	२९	४४
२०२०		

५

 11/1/84

६२ म. दि. साठे संव, नौकर, गुरुपदा, मुंबई, लि. भाग.

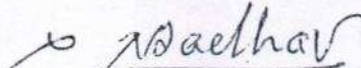
हे सब-रजिस्ट्रार यांच्या भोळ-

खीचे असून ते वरील वस्तुऐवज

करून देणारांस स्वतः भोळपत

असल्याचे सांगतात व खात्री

भोळपत देतात.

५ 



ता ११/१/८४.

सब-रजिस्ट्रार, मुंबई.

श्री. गोविंद कल्याणदास दर्यानांनी
 वय (४५) भारतीय धंदा राहणार
 खो. नं. १२ प्रकार स्कॅपर
 मुलाभाई विठ्ठल पो. नं. २६.
 श्री. दर्यानांनी (मोसायॉन) कॅन्स्ट्रक्शन
 प्रायव्हेट लिमिटेड कारपोरेटर दस्तऐवज
 करून देणार अद्यावधित पत्र/साठेखत
 करून दिल्याचे कडुल करतात.

[Handwritten signature]

चंद्रक.। रा. चुरमूले
 बाग्रीपाडा च. टी. चाळ नं. १३
 रुम नं. ७०, मुंबई नं. ११.
 ही सब-रजिस्ट्रार याच्या ओळ
 खीचे अनुषंगाने यशेल दस्तऐवज
 करून देणारा अद्यावधित पत्र/साठेखत
 असल्याचे मागतात व त्यांची
 ओळख देतात

[Handwritten signature]



[Handwritten signature]
 सब-रजिस्ट्रार, मुंबई



१५ १२/८४
 १०५१ BSR of Additional Reg.
 6-9-89
 20/89

कर = १९/-		
४२७५	२२	४४
२०२०		

MALVANI VIRGO CO-OPERATIVE HOUSING SOCIETY LTD.

Regd. No. Bom. W-P/HSG. (T.C.)/1068/1984-85
A/002, Virgo Building, Lower Kharodi, Malad (West), Mumbai 400 095.

Ref. No. _____

Date 13-12-2020

TO WHOMSOEVER IT MAY CONCERN

This is to certify that
Mr. SURESH DATTATRAY PATIL is a bonafied
member and owner of Flat E-117 of our society.
The society has NO OBJECTION for the sale
of Flat E-117 as there is no dues
to the society and free of all Encumbrances.

MALVANI VIRGO CO-OP. HOUSING SOCIETY LTD.

Hon. Secretary

