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### DEED OF GIFT

THIS DEED OF GIFT is made at MUMBAI on this 02<sup>nd</sup> day of FEBRUARY, 2018 : BETWEEN : **SHRI. JAGANNATH SUBRAYA SHETTY**, Aged 89 years, Indian Inhabitant of Mumbai, residing at Flat No.204, 2<sup>nd</sup> Floor, "DANI SANJAY APARTMENTS" in THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD., Plot No. 80, Dahanukarwadi, Kandivali (West), Mumbai - 400067, hereinafter called "**THE DONOR**" (which expression shall unless it be repugnant to the meaning and context thereof mean and include his heirs, executors, administrators and assigns) of the ONE PART; AND : **MR. BHASKAR JAGANNATH SHETTY**, Aged 64 years, Indian Inhabitant of Mumbai, residing at Flat No.204, 2<sup>nd</sup> Floor, "DANI SANJAY APARTMENTS" in THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD., Plot No. 80, Dahanukarwadi, Kandivali (West), Mumbai - 400067, hereinafter called "**THE DONEE**" (which expression shall unless it be repugnant to the meaning and context thereof mean and include his heirs, executors, administrators and assigns) of the OTHER PART.



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WHEREAS by an Articles of Agreement dated 31<sup>st</sup> December, 2009 made and entered into between M/s. DANI DEVELOPER through its sole proprietor SHRI. UMESH N. DANI, therein called "THE DEVELOPER" of the First Part; and KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD., a society registered under Maharashtra Co-op. Societies Act, 1960 (Reg. No. BOM/HSG/5139) having its registered office at Plot No.80, Datta Mandir Road, Dahanukarwadi, Kandivali (West), Mumbai - 400067, therein called "THE SOCIETY" of the Second Part; and MRS. KAMALA JAGANNATH SHETTY



therein called "THE MEMBER" of the Third Part; M/s. DANI DEVELOPER have provided a permanent alternative accommodation to "THE MEMBER" MRS. KAMALA JAGANNATH SHETTY (since deceased) a being Flat No.204, on 2<sup>nd</sup> Floor, admeasuring 525 sq. fts. Carpet area, in the (referred) Building known as DANI SANJAY APARTMENTS in SANJAY CO-OPERATIVE HOUSING SOCIETY LTD., situated at Plot No.80, Dahanukarwadi, Kandivali (West), Mumbai - 400067, free of costs on ownership basis in lieu of her old residential premises viz. Flat No.2, admeasuring about 461 sq. fts. carpet area on the Ground Floor, in the Building known as KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD., situated at Plot No.80, Dahanukarwadi, Kandivali (West), Mumbai - 400 067, together with all rights, title, interest, benefits and on the terms, conditions and for the consideration mentioned therein. The said Articles of Agreement dated 31<sup>st</sup> December, 2009 is properly stamped and was lodged for registration with the Office of the Sub-Registrar of Assurances, Borivali-5 Mumbai Suburban District at Sr. No. BDR-11/03347/2010 dated 12.04.2010 and the same is duly registered on the same date.

The old existing members and new Purchasers in the Building "DANI SANJAY APARTMENTS" have agreed to become the bonafide member in the Registered a Co-operative Housing Society viz. THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD., bearing Registration No. BOM/HSG/5139 of Year 1977 (hereinafter referred to as "THE SAID SOCIETY") and the said Society issued Share Certificate No.003 (in lieu of old Share Certificate No. 29) consisting of five shares of Rs.50/- each of the aggregate value of Rs.250/- (Rupees Two hundred and fifty only), bearing distinctive numbers from 6 to 10 (both inclusive) in favour of "THE MEMBER" therein, MRS. KAMALA JAGANNATH SHETTY (since deceased) on 02.12.2012, AND after that Flat owner and original society member MRS. KAMALA JAGANNATH SHETTY expired on 26.12.2012 and then after

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completion of necessary formalities the said Society transferred the Share Certificate No.003 along with right, title and interest in respect of the said Flat No.204, in favour of "THE DONOR" herein, SHRI. JAGANNATH S. SHETTY (Husband of deceased Flat owner and original society member LATE MRS. KAMALA JAGANNATH SHETTY) on 25.12.2014.



WHEREAS AS PER THE ABOVE MENTIONED-FLAT "THE DONOR" become bonafide member of THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD, a registered society formed under Maharashtra Co-operative Societies Act, 1960, bearing it's Registration No. BOM/HSG/5139 of Year 1977 (hereinafter referred to as "THE SAID SOCIETY") and holding Share Certificate No.003 (issued in lieu of Old Share Certificate No.29) consisting of five shares of Rs.50/- each bearing distinctive numbers from 6 to 10 (both inclusive), the same was transferred by the aforesaid society in favour of "THE DONOR" herein, SHRI. JAGANNATH S. SHETTY on 25.12.2014.

AND WHEREAS "THE DONOR" is the sole, absolute and exclusive owner, fully seized and possessed and well sufficiently entitled to an ownership Flat No.204, on 2<sup>nd</sup> Floor, admeasuring 525 sq. fts. carpet area, in the Building known as DANI SANJAY APARTMENTS in THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD., situated at Plot No. 80, Dahanukarwadi, Kandivali (West), Mumbai - 400 067, what is called "ON OWNERSHIP BASIS" (which is hereinafter referred to as "THE SAID FLAT").

AND WHEREAS "THE DONOR" declares that his title over the said Flat is clear, marketable and free from all encumbrances.

AND WHEREAS "THE DONOR" declares that his membership in the said society is valid and subsisting and not terminated by the said Society and she has not received notice of expulsion from the membership of the said Society or any other notice retraining him from transferring the said Flat and the said shares.

AND WHEREAS "THE DONEE" is the son of "THE DONOR" and "THE DONOR" has great love and affection towards "THE DONEE" and "THE DONOR" is desirous to gift the aforesaid Flat in favour of "THE DONEE" in the manner hereinafter appearing.

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KNOW THIS DEED OF GIFT WITNESSETH THAT in pursuance of the said intention and consideration of natural love and affection which the said "DONOR" has for the said "DONEE", the said "DONOR" out of his free own will, without fraud, coercion or undue influence from anybody whatsoever and in full possession of his sense do hereby give, convey, grant, transfer and confirm unto the said "DONEE" the aforesaid Flat together with the said five shares of the said Society together with the right of possession to the said Flat and all privileges, profits, advantages and all other appurtenances whatsoever to the said Flat TO HAVE AND TO HOLD the said Flat, hereby gifted into and to the use of the said "DONEE" forever and absolutely.



"THE DONOR" shall hand over all the original documents, original share certificate and other relevant papers in respect of the said Flat to "THE DONEE" on execution of this Deed of Gift.

"THE DONOR" shall hand over the vacant and peaceful possession of the said Flat to "THE DONEE" on execution of this Deed of Gift.

AND "THE DONOR" agrees to gift the aforesaid Flat to "THE DONEE" without any consideration.

"THE DONEE" hereby accepts the Gift granted by "THE DONOR" by relinquishing his right, title, interest and share in the said Flat and undertakes to act as owner in respect of the said Flat hereinafter and "THE DONOR" hereby declares that "THE DONEE" shall be the sole and absolute owner of the said Flat by virtue of this Gift Deed.

"THE DONEE" hereby accepts and acknowledges the Gift made by "THE DONOR" in his favour and undertake to hold, possess and enjoy the said Flat as the owner thereof and to become member of the said society by transfer of the said share certificate in his name. Thus right, title, interest share of "THE DONOR" shall stand transferred/vested with "THE DONEE" herein as owner and member of the said society in respect of 100% share, right, title and interest of "THE DONOR" and he shall be entitled for the same.

"THE DONEE" shall be entitled to get recorded his name as the sole and absolute owner in the record of the said society on the basis of this Gift Deed and shall be eligible to get Share Certificate and/or the maintenance receipt transferred

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in his name from the said society, so also he shall record his name as owner of the said Flat with Local body and all other Government/Revenue Record, if necessary. "THE DONOR" hereby extend all Co-operation to "THE DONEE" in that regard, however all the cost, charges and expenses for such transfer, addition and deletion shall be borne and paid by "THE DONEE".

It is agreed by and between the parties that after the completion of registration this Deed of Gift and in future "THE DONOR" and/or any of his heir/s shall not claim his/her/their share, rights, title and interest in the said Flat and demand any amount/share from "THE DONEE" in respect of the said Flat.



Hereafter "THE DONEE" herein, MR. BHASKAR JAGANNATH SHETTY will be sole and absolute owner of the said Flat and "THE DONEE" herein, MR. BHASKAR JAGANNATH SHETTY will be having 100% share, right, title and interest in respect of the said Flat.

This Gift Deed is executed as a part of family arrangement and for peaceful transfer of the aforesaid Flat in favour of "THE DONEE", herein. "THE DONEE" shall allow his father i.e THE DONOR herein, SHRI JAGANNATH SUBRAYA SHETTY, to stay in the aforesaid Flat till his lifetime without any kind of condition or consideration.

AND THAT THE SAID "THE DONEE" shall and may from time to time and at all times hereafter peaceably and quietly enter upon, have, hold, occupy, possess and enjoy the said Flat hereby gifted and receive and take benefit and profits thereof and of every part thereof, without any hindrance whatsoever from or by the said "THE DONOR" or by any person or persons claiming from under or in trust of him.

The Permanent Account Numbers (P.A.N.) of "THE DONORS" and "THE DONEE" are as under:

Sr. No.	Name of the Party	PAN No.
a.	SHRI. JAGANNATH SUBRAYA SHETTY	CYWPS0919N
b.	MR. BHASKAR JAGANNATH SHETTY	BADPS8482A

AND WHEREAS as mentioned in the clause hereinabove, "THE DONEE" herein, is the son of "THE DONOR" herein and accordingly a stamp

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duty of Rs. 200/- (Rupees Two Hundred only) is paid on this Instrument of Gift as per the amended Article 34 of Schedule I to Maharashtra Stamp Act, 1958. The stamp duty charges, registration charges and other legal expenses payable on this Gift Deed will borne and paid by "THE DONEE" only.

IN WITNESS WHEREOF "THE DONOR" and "THE DONEE" have hereunto set and subscribed their signature and delivered in the presence of the witness as present the day, month and year first above written.



### SCHEDULE OF PROPERTY

that 10% share, rights, title and interest in ownership residential premises No.204, on 2<sup>nd</sup> Floor, admeasuring 525 sq. fts. carpet area, in the known as "DANI SANJAY APARTMENTS" in **THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at Plot No.80, Dahanukarwadi, Kandivali (West), Mumbai - 400 067, constructed on all that the pieces or parcels of land bearing C.T.S. No.938 of Village : Kandivali, Taluka : Borivali, in Mumbai Suburban District. The number of floors of Building is Ground (Pt.) + Stilt (Pt.) + 6 (Pt.) upper floors with one lift facility. The year of re-development of Building is 2008, **alongwith 5 (five) shares of Rs.50/- each bearing distinctive Nos.6 to 10 comprised in Share Certificate No.003 issued by the THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD.**, registered under the provision of the Maharashtra Co-operative Societies Act, 1960 and rules framed thereunder, having Registration No. BOM/HSG/5139 of Year 1977.

The BMC has issued Full Occupation Certificate to the aforesaid **KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD.**, as on 15.10.2009.

*[Handwritten Signature]*

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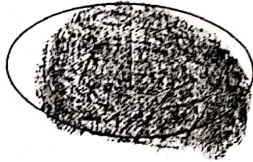


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SIGNED, SEALED AND DELIVERED by the  
withinnamed "THE DONOR"

**SHRI. JAGANNATH SUBRAYA SHETTY**

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*J Shetty*



in the presence of .....

WITNESSES :-

**1. MRS. LALITHA CHANDRAHAS SHETTY**

B-41, Panorama Park,  
Shiv Vallabh Road, Ashok Van, Dahisar E, Mumbai -68.

*L Shetty*

**2. MRS. RATNAVATI A. SHETTY**

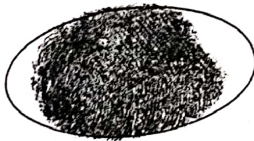
B/204, Shree Ameya CHS,  
Near Shani Mandir Sawarpada, Chogle Nagar, Borivali E, Mumbai -66.

*R Shetty*

SIGNED, SEALED AND DELIVERED by the  
withinnamed "THE DONEE"

**MR. BHASKAR JAGANNATH SHETTY**

Left Hand Thumb Impression



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*B Shetty*

in the presence of .....

WITNESSES :-

**1. MRS. LALITHA CHANDRAHAS SHETTY**

B-41, Panorama Park,  
Shiv Vallabh Road, Ashok Van, Dahisar E, Mumbai -68.

*L Shetty*

**2. MRS. RATNAVATI A. SHETTY**

B/204, Shree Ameya CHS,  
Near Shani Mandir Sawarpada, Chogle Nagar, Borivali E, Mumbai -66.

*R Shetty*



IN LIEU OF OLD Share Certificate No. 29.

**THE KANDIVALI SANJAY CO-OPERATIVE HOUSING - E SOCIETY LIMITED**

(Registered Under M.C.S. Act 1960)

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Authorized Share Capital Rs. 1,00,000 Divided into 2,000 Share each of Rs. 50/-

Member's Register No. 2 Share Certificate No. 003

THIS IS TO CERTIFY that Shri / Smt. KAMALA JAGANNATH SHETTY

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UNIT No 204 is the Registered Holder of Shares (FIVE) from No. 10500 of Rupees TWO HUNDRED AND FIFTY ONLY (Rs 250/-)

**THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD.**

Shares the sum of Rupees TWO HUNDRED AND FIFTY has been paid.



GIVEN under the Common Seal of the said Society at KANDIVALI this 2 of DECEMBER 2012

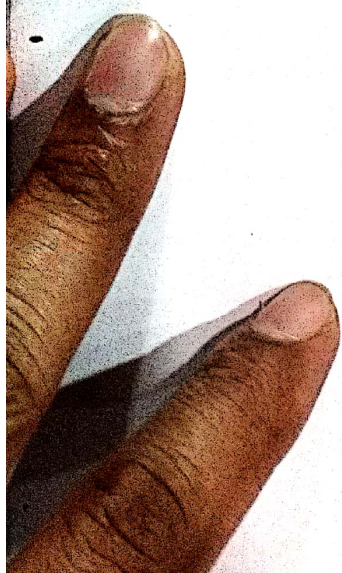


P. Salunkar Chairman

Bhavis Hon. Secretary

Dr. (Signature) Member of the Committee

P.T.O.





COMMENCEMENT CERTIFICATE

6 FEB 2008

Kandivali Sanjay CHS Ltd.,

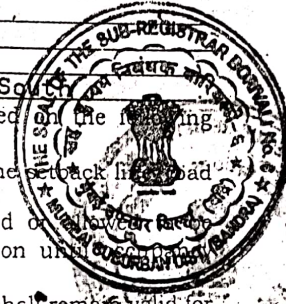
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With reference to your application No. 68 dated 09.07.2007 for Development Permission and grant of Commencement Certificate under Section 45 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Residential Bldg. with shop

T.S. No. 938  
 premises at Street Datta Mandir Road  
 Village Kandivali Plot No.

located at Dahanukarwadi, Kandivali (W) Ward R/South  
 The Commencement Certificate/Building Permit is granted on the following conditions:

- The land vacated in consequence of the endorsement of the setback line and widening line shall form part of the public street.
- That no new building or part thereof shall be occupied or used or permitted to be used by any person unless the permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.
- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
  - The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud, misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.
- The conditions of this certificate shall be binding on the applicant by on his heirs, executors, assignees, administrators, successors and every person deriving title through or under him.



The Municipal Commissioner has appointed Shri S.N. Abhang Executive Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.  
 This C.C. is restricted for work up to 1st floor slab level

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For and on behalf of Local Authority  
 Brihanmumbai Mahanagarpalika

CERTIFIED TRUE COPY

*[Signature]*



**THE KANDIVALI SANJAY CO-OPERATIVE HOUSING  
SOCIETY LIMITED**

(Registered Under M.C.S. Act 1960)

No. **003**

Authorised Share Capital Rs. 1,00,000 Divided into 2,000 Share each of Rs. 50/-

Member's Register No. 2 Share Certificate No. 003

THIS IS TO CERTIFY that Shri / Smt. KAMALA JAGANNATH SHETTY

of FLAT No. 204 is the Registered Holder of Shares (FIVE) from No. 6-10  
to SIX TO TEN of Rupees TWO HUNDRED AND FIFTY ONLY (Rs 250/-)

in THE KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LTD.

such Shares the sum of Rupees TWO HUNDRED AND FIFTY has been paid.

GIVEN under the Common Seal of the said Society at KANDIVALE this 02nd.

day of DECEMBER 2012



P. Jambekar Chairman







Bhavin Hon. Secretary

(Signature) Member of the Committee

P. T. O.



**Memorandum of the transfers of the within mentioned Shares**

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To whom transferred	Share Regr. (New)
D/25/12/2014	<p>ADAR MANDEL COMMITTEE (COMMITTEE MEMBER)</p> 	<p> (Committee Member)</p>	<p>101, AGRA ROAD, CHANDRANAGAR, MADRAS 600 026 MADRAS HOUSING SOCIETY LTD Secretary Jeyaraj C. Srinivasan (Chairman)</p>	<p>STRI JAGANNATH S. SHETTY 100  S. H. K. Anand (Chairman)</p>
64/11/2018	<p>ADAR MANDEL COMMITTEE (COMMITTEE MEMBER)</p> 	<p> (Committee Member)</p>	<p>117, BHASTAR, J. S. SHETTY ROAD, CHANDRANAGAR, MADRAS 600 026 MADRAS HOUSING SOCIETY LTD Secretary Jeyaraj C. Srinivasan (Chairman)</p>	<p>STRI JAGANNATH S. SHETTY 100  S. H. K. Anand (Chairman)</p>



KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LIMITED  
( REGD. NO ( HSG/BOM/5139/ DATED : 1997 )  
Plot No. 80, Dani Sanjay Apts, Dahanukar Wadi, Kandivali (W), Mumbai - 400067.

Bill No. : 1499  
Name : MR. BHASKAR SHETTY  
Month : Jul-2023

Flat No. : 204  
Date 01.08.2023

Sr. No. Particulars Amount (Rs.) Floor : 2nd Floor Notes

Sr. No.	Particulars	Amount (Rs.)	Floor	Notes
1	PROPERTY TAX	720.00		
2	MAINTENANCE CHARGES	1,297.00		
3	SINKING FUND	109.00		
4	BLDG. REPAIR FUND	109.00		
5	PARKING CHARGES	300.00		
6	WATER CHARGES	350.00		
7	NON-OCCUPANCY CHARGES	-		
8	CHEQ. RETURN CHARGES	-		
9	INSURANCE CHARGES	-		
10	INTEREST ON ARREARS	81.00		
11	PAINTING CHARGES	-		
12		-		
13		-		
	Total	2,966.00		PAYMENT SHOULD BE MADE ON OR BEFORE 15TH OF THIS MONTH. ELSE INTEREST @ 21% WILL BE CHARGED ON PREVIOUS DUES.
E. & O. E.	Grand Total	2,966.00		HON. SECRETARY/TREASURER

KANDIVALI SANJAY CO-OPERATIVE HOUSING SOCIETY LIMITED  
( REGD. NO ( HSG/BOM/5139/ DATED : 1997 )  
Plot No. 80, Dani Sanjay Apts, Dahanukar Wadi, Kandivali (W), Mumbai - 400067.

RECEIPT

Receipt No. 1116 Date: 01.08.2023

Received with thanks from MR. BHASKAR SHETTY

Flat No.: 204 Floor No.: 2nd Floor

a sum of Rupees : Two Thousand Nine Hundred Sixty Six Only

Cheque No	Dated	Drawn on	Branch	Amount
787793	15.07.23	State Bank of India	Kandivali (West)	2966.00

Bill No. 1480  
Rs. 2,966.00

Subject to realisation of Cheque  
In Favour of - "Kandivali Sanjay C H S Ltd"  
E. & O. E.

HON. SECRETARY / TREASURER