

2/10/2021

सूची क्र.2

दुय्यम निबंधक : मह. दु.नि. अंधेरी 3

दस्त क्रमांक : 11592/2021

नोंदणी :

Regn.63m

गावाचे नाव : कोलेकल्याण

1) विनेखाचा प्रकार	बधीसपत्र
2) मोबदला	0
3) वाजारभाव (भाडेघाटटयाच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे)	7102209
4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: मदनिका नंबर-ए/401.4 था मजला, राजेश पार्क व्हियु को ऑप ही ली, वाकोला पार्सप लाईन, सांताक्रूझ पूर्व मुंबई-400055. मदनिका चे क्षेत्रफळ 39.25 चौ मी कार्पेट. नाते वडील व मुलगी. PUJ: HE2200140210000 ((C.T.S. Number : 816 :))
5) क्षेत्रफळ	1) 47.10 चौ.मीटर
6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
7) दस्तगवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- अंधोनी डिसोजा वय:-81; पत्ता:- प्लॉट नं: ए/401, माळा नं: 4 था मजला, इमारतीचे नाव: राजेश पार्क व्हियु को ऑप ही ली, ब्लॉक नं: सांताक्रूझ पूर्व मुंबई, रोड नं: वाकोला पार्सप लाईन, महाराष्ट्र, MUMBAI. पिन कोड:-400055 पॅन नं:-AAEPD9808P
8) दस्तगवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- जीन रोनाल्ड डिसोजा वय:-43; पत्ता:- प्लॉट नं: बी/702, माळा नं: -, इमारतीचे नाव: कृष्णा टावर्स, ब्लॉक नं: सांताक्रूझ पूर्व मुंबई, रोड नं: 56 वाकोला, महाराष्ट्र, MUMBAI. पिन कोड:-400055 पॅन नं:- AEUPD7676P
9) दस्तगवज करून दिल्याचा दिनांक	12/10/2021
10) दस्त नोंदणी केल्याचा दिनांक	12/10/2021
11) अनुक्रमांक, खंड व पृष्ठ	11592/2021
12) वाजारभावाप्रमाणे मुद्रांक शुल्क	200
13) वाजारभावाप्रमाणे नोंदणी शुल्क	200
14) शेर	

मूल्यांकनामाठी 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		Date	11/10/2021-21 23 03	Form ID	34
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Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
Office Name	BDR9, ANDHERI NO 3 SUB REGISTRAR	PAN No. (If Applicable)	
Location	MUMBAI	Full Name	JEAN RONALD DSOUZA
Year	2021-2022 One Time	Flat/Block No.	FLAT NO-A/401.4 FLOOR RAJESH PARK VIEW/
		Premises/Building	CHS LTD

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN
30045501 Stamp Duty	200.00	VAKOLA PIPELINE	SANTACRUZ EAST MUMBAI		4 0 0 0 5 5
30063301 Registration Fee	200.00				

Remarks (If Any)	
SecondPartyName=ANTONY DSOUZA-	
Amount In	Four Hundred Rupees Only
Words	
Total	400.00



Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK		
Cheque/DD Details	Bank CIN	Ref. No.	03006172021101200043	338368836
Cheque/DD No.	Bank Date	RBI Date	11/10/2021-21:24:26	Not Verified with RBI
Name of Bank	Bank-Branch	PUNJAB NATIONAL BANK		
Name of Branch	Scroll No./Date	Not Verified with Scroll		



पुस्तक क्र. १	Page 2	3/25	2028
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Department ID :
 NOTE: This challan is valid for document to be registered in Sub Registrar Office Only. Not valid for unregistered document.
 नोट: चालन केवल केवल निवहाक कार्यालयात नोंदणी करायला योग्य दस्तावेजां सांगू आणि नोंदणी न करतावयाच्या दस्तावेजां सावर चालन वापरू नये.

Sl. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-378-11592	0003492589202122	12/10/2021-10 52 38	IGR188	200.00

DEED OF GIFT

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

MR. ANTONY D'SOUZA, adult, 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 Vakola Village, Santacruz East, Mumbai 400055, hereinafter referred to as **"THE DONEE"** (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 Other Part.



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

421-8		
पुस्तक क्र. 8	99422	€ 25

WHEREAS the Donor is the registered member of **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.

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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 Assign A Flat Of Ownership By The Flat Owner' dated 11th August, 1981 at or for the price and upon the terms and conditions set out in the aforesaid Agreement dated 11th August, 1981;



बदल		AND WHEREAS	
Donor.		the Donee is related as daughter of the	
पुस्तक क्र. १	A/401	10/25	
२०		AND WHEREAS	

AND WHEREAS the Donor desires to grant the said Flats alongwith the said Shares to the Donee as gift without any monetary consideration out of natural love and affection as hereinafter mentioned.

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, possession, benefit, claims and demand whatsoever of the Donor To Have And To Hold the same unto and to the use of the Donee absolutely but subject to the payment of all taxes, assessments, dues and duties now and hereafter charged thereon to the Society, Government or Municipality or other Local Authority.



बदर-९			
पुस्तक	११५२	५२५	
२०२१			

AND he the Donor doth hereby covenants with the Donee:

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

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 otherwise 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.

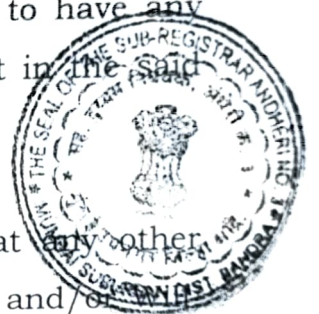
४४२-९			
१५/१२	२५	२५	२५
२०२४			

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 any other written Agreements including Nomination and/or 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 this 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,



बदल-९			
पुस्तक क्र. ९	११५२१०	२५	

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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 undertakes to pay and discharge all calls, demands, contributions, 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

बदर-९

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

पुस्तक क्र. १	१११२	११/२५
२०३३		

The Donee does hereby covenants with the Donor that she shall pay her share of taxes, outgoing, etc., in respect of the said Flat to the said society and/or any

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.



IN WITNESS WHEREOF the parties have here unto subscribed their respective hands the day and the year first hereinabove mentioned.

DATE	27-8
ST. NO.	99427225

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

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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


Signature


In the presence of

1. 
2. 

SIGNED AND ACCEPTED
by the within named "DONEE"



MRS. JEAN RONALD D'SOUZA


Signature

In the presence of

1. 
2. 



बदर-९			
पुस्तक क्र. १	9992/93/25		
२०२१			

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,

Hon. Secretary

(Hon. Secretary/Chairman)

बदर-९			
पुस्तक क्र. १	११५८२	१४/२५	
२०२१			

THE VAKOLA RAJESH PARK VIEW CO-OPERATIVE HOUSING SOCIETY LIMITED

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

No. 11

Authorised Share Capital Rs. 2,41,250 Divided into 4825 Shares each of Rs 50/-

Member's Register No. 11 Share Certificate No. 11

THIS IS TO CERTIFY that Shri/Smt. IVAN LOBO

of A/401 is the Registered Holder of Shares (FIVE) from No. 51

to 55 of Rs. fifty each (50/-)

in THE VAKOLA RAJESH PARK VIEW CO-OPERATIVE HOUSING SOCIETY LTD

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 fifty only has been paid

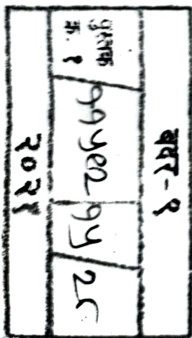
GIVEN under the Common Seal of the said Society at Bombay this 20th day of April 1979.

[Signature] Chairman

[Signature] Hon. Secretary

[Signature] Member of the Committee

P. T. O



Memorandum of the transfer of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr No. (Old)	To whom transferred	Share Regr. No. (New)
14/2/82	6	11	MR. ANTONY D'SOUZA	6

[Signature]
Chairman

[Signature]
Hon. Secretary

J. B. Bangra
Committee Member



8-22-82	948298/25	2078
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11592
दि. 12 ऑक्टोबर 2021 10:52 म.पू.

क्रमांक: बदर 9 / 11592/2021

मूल्य: ₹ 71,02,209/-

मोबादला शुल्क: ₹ 200/-

मोबादला: ₹. 00/-

मह. दु. नि. बदर 9 यांचे कार्यालयात

11592 वर दि. 12-10-2021

10:51 म.पू. वा. हजर केला.

पावनी: 12586

मादरकरणाराचे नाव: जिन गोता

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 28

₹ 200 00

₹ 560 00

एकूण: 760 00

हजर करणाऱ्याची मही:

सह दुय्यम निबंधक अंधेरी क्र. ३.

सह दुय्यम निबंधक अंधेरी क्र. ३.

मोबादला प्रकरणात: वधुसंपन्न

शुल्क क्र. 1 12 / 10 / 2021 10 : 51 : 58 AM ची वेळ: (सादरीकरण)

शुल्क क्र. 2 12 / 10 / 2021 10 : 52 : 35 AM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तऐवज ह्या 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 निष्पादक व कतुलीधारक हे संपूर्णपणे जबाबदार राहतील.

[Signature]

[Signature]

लिहून देणारे :

लिहून घेणारे :

बदर-९
11592-2021



10/2021 10 55:46 AM

क्रमांक: बदर 9/11592/2021

प्रकार: यक्षीसपत्र

पक्षकाराचे नाव व पत्ता

नाव: अंधोनी डिसोझा
पत्ता: प्लॉट नं: ग/401, माळा नं: 4 था मजला, इमारतीचे नाव: राजेश पार्क व्हिड्यु को ऑप ही न्ही, ब्लॉक नं: मांताकूम पूर्व मुंबई, रोड नं: बाकोला पाईप लाईन, महाराष्ट्र, MUMBAI.
पॅन नंबर: AAEPD9808P

पक्षकाराचा प्रकार

लिहून देणार
वय: -81
स्वाक्षरी:-

[Signature]

द्वयाचित्र



अंगठ्याचा ठसा



नाव: जिन रोनाल्ड डिसोझा

पत्ता: प्लॉट नं: बी/702, माळा नं: -, इमारतीचे नाव: कृष्णा टॉवर्म, ब्लॉक नं: मांताकूम पूर्व मुंबई, रोड नं: 56 बाकोला, महाराष्ट्र, MUMBAI.
पॅन नंबर: AEUPD7676P

लिहून देणार

वय: -43
स्वाक्षरी:-

[Signature]



दस्त पोपवारा करून देणार तथाकथीन यक्षीसपत्र चा दस्त पोपवारा करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ: 12 / 10 / 2021 10 : 55 : 00 AM

ओळख:-

दस्त पोपवारा करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: सुनील कांबळे
वय: 39
पत्ता: मरुकांगी वसाहत बांद्रा पूर्व मुंबई
पिन कोड: 400051

[Signature] स्वाक्षरी

द्वयाचित्र



अंगठ्याचा ठसा



2 नाव: विनायक वाजे -
वय: 38
पत्ता: मदन
पिन कोड: 400051

[Signature] स्वाक्षरी



प्रमाणित करणेत येते की, या दस्तामध्ये एकूण.....पाने आहेत.

सह उच्चम निबंधक, अंधेरी क्र. ३, मुंबई उपनगर जिल्हा

शिक्का क्र.4 ची वेळ: 12 / 10 / 2021 10 : 55 : 41 AM

शिक्का क्र.5 ची वेळ: 12 / 10 / 2021 10 : 55 : 44 AM नोंदणी पुस्तक 1 मध्ये

सह उच्चम निबंधक अंधेरी क्र. ३.

Payment Details.

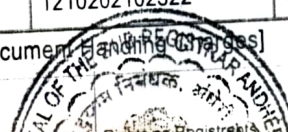
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	JEAN RONALD DSOUZA	eChallan	03006172021101200043	MH007380003202122E	200.00	SD	0003492589202122	12/10/2021
2	JEAN RONALD DSOUZA	eChallan		MH007380003202122E	200	RF	0003492589202122	12/10/2021
3		DHC		1210202102322	560	RF	1210202102322D	12/10/2021

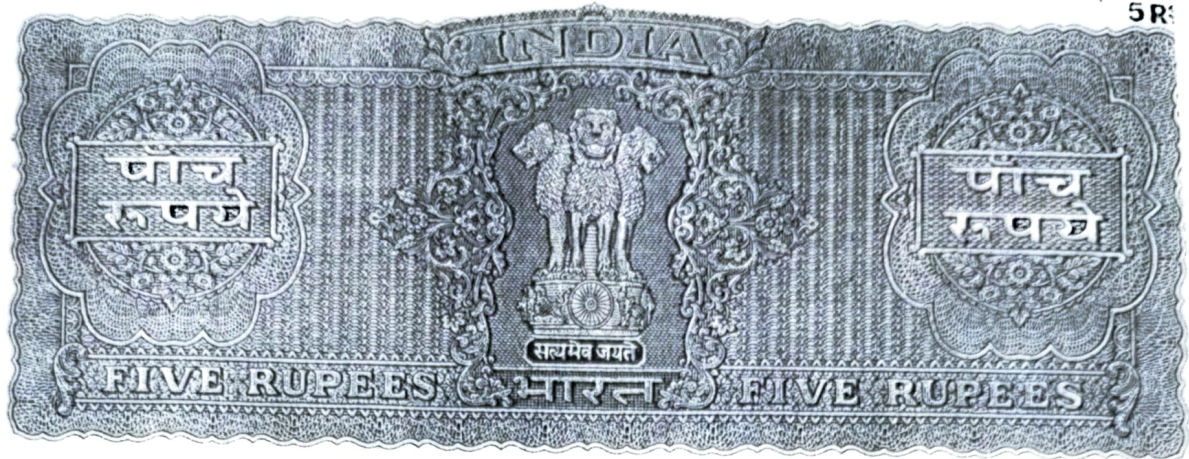
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handing Charges]

बदर - ९ / १९९९२१ २०२१

पुस्तक क्रमांक १, क्रमांक..... 11592/2021

नोंदणी - 12 OCT 2021





3
 01 AUG 1981
 11 AUG 1981
 P. K. Madhavao

AGREEMENT TO SELL & ASSIGN A FLAT OF OWNERSHIP
 BY THE FLAT OWNER

THIS AGREEMENT made at Bombay this 11th day of August 1981
 Sri IVAN LOBO Bombay Christianⁿ 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'SOUZA
 also Bombay Christian Inhabitant hereinafter called "the Party
 of the Second 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 Other Part;

WHEREAS by an Agreement dated 12th January 1977 entered
 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
 Rajesh 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

Page two

agreed to acquire a flat no. 401/A on the fourth floor of the said building Rajesh Park View situated at Survey No. 424 Hissa Nos 12, 13 and 17 in the village Kule Aalyan-Vakola, Bombay Suburban District, on the Nehru Road, Pipe Line, Vakola, ~~XXXXXX~~ Santa Cruz 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 reserved therein AND WHEREAS the said Ivan Lobo 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 hindrance 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 Housing Society Limited and got the said Society registered under No. BOM/HSG/5397 of 1978 under the Maharashtra Cooperative Housing Society Limited of which the said Ivan 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 of 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

Ph
19

the benefits under the membership of the said the Vakola Rajesh Park View Cooperative Housing Society Limited and the Party of the Second Part has agreed to acquire the said premises and agree to get himself admitted to the said society on the terms and conditions hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH as follows:

1. That 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 Rs.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 of this agreement shall make an application to the said "the Vakola Rajesh Park View Cooperative Housing Society Limited" who by their letter dated 7th day of 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 at the same time the Party of the first Part and the Party of the Second Part shall execute the instrument of transmission of 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 byelaws rules and regulations adopted by the said society or

which the society may adopt from time to time.

5. It is hereby declared by the Party of the first Part that the Solicitors Messrs Mahimura & 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 deemed 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 first Part the said society has not encumbered the land and the building.

6. That the Party of the first Part hereby declares that he has not done or omitted to do any act or omission whereby the right title and interest of the Party of the first Part is prejudiced 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 ~~or~~ or the shares possessed and held by him as mentioned above.

7. That subject to the provisions of the clauses 1 and 2 hereinabove the Party of the first Part assigns his right title and interest or claim or 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 performed or caused or suffered 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 of the Second Part hereto may be obstructed prevented or hindered in enjoying the rights to be conferred or transferred hereby in his favour or whereby the quiet and peaceful 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 rights 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 said premises due to ^{any such reason} ~~any such reason~~ the Party of the first Part shall

shall within the limit of the consideration herein reserved and received be liable to compensate indemnify and/or reimburse the Party of the Second 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 Part shall hereafter cooperate with the Party of the Second Part 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 Part and also the membership of the society is conferred 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 heretofore mentioned.

Signed and delivered by the withinnamed)
Sri IVAN LOBO in the presence of)

Jholio

- 1. ASSARADO *Assarado*
- 2. *Assarado* Assarado
201 Rajbhau, Kalyan, Bombay 400029

Signed and delivered by the withinnamed)
Sri ANTONY D'SOUZA in the presence of)

Antony

- 1. Assarado *Assarado*
- 2. Assarado *Henry D'Souza*
115 Pram Mahal Dholi Zaldas Bombay 2

RECEIVED the sum of Rs.97500/- Rupees
ninety seven thousand and five hundred
only from antony D'Souza being the
aggregate consideration mentioned above)

Rs. 97500/-

I SAY RECEIVED
Jholio
IVAN LOBO

Assarado
Assarado



महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी, अंधेरी तालुका,

एम.एम.आर.डि.ए.इमारत, पहिला माळा,

बांद्रा(पूर्व), मुंबई - ४०० ०५१.

(12)

UPC

जा.क्र./मुजिअ/अयो-०८/ २८९

दिनांक -

०९/१२/२००९

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 अंतर्गत) 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 समाविष्ट 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.



मुद्रांक जिल्हाधिकारी, अंधेरी



AGREEMENT

AN AGREEMENT made at Bombay this 12th January 1977 day of ~~10th~~ 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

PR
PR

Mr. Ivan Lobo

201. Bathwala Building 2nd Floor

Dr. MacCormack Rd. Mayapoon Bombay 400 010

PR
PR

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 inter alia 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.

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 4th 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. 401 on the 4th floor in the said building to be constructed on the said land as aforesaid.

47. 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.

48. 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 indemnify and keep the Vendors and their estates and effects indemnified from and against the same.

49. This sale of flat has been brought about by M/s.

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

and Mr. 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 Bombay, Andheri Taluka, Bombay Suburban District, Registration Sub-District of Bombay City and Bombay Suburban and registered in 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:—

1. 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.
2. 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 aforesaid.
3. The cost of decorating the exterior of the building.
4. The cost of the salaries of clerks, bill collectors, watchmen and sweepers etc.
5. The proportionate ground rent payable under the lease.
6. The cost of working, maintaining, repairing and replacing water pumps, lights and other charges.

- 7. Municipal taxes and other taxes.
- 8. Insurance of the building.
- 9. 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

ગ્રાહકોના હસ્તાક્ષર

SIGNED SEALED AND DELIVERED
by the withinnamed
in the presence of

જોહો

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

ગ્રાહકોના હસ્તાક્ષર

WITNESSES:

WE SAY RECEIVED :—

ANNEXURE No. 1

MAHIMTURA & CO.
SOLICITORS

66, Tamarind Lane, Fort,
BOMBAY-400 001

Phones : { Office : 2 5 3 3 8 8
 { Resi. : 3 6 4 7 0 0

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 Survey 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 inter alia 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 inter alia 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.
 2. **DOORS & WINDOWS** : Teakwood or ply panelled doors and Teakwood windows shall have W. I. Grills, Hinges of iron and aluminium fittings.
 3. **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.
 4. **BALCONIES** : Balconies to be Provided with R.C.C. Pardi or W. I. Grill as per design.
 5. **FLOORING** : Marble Mosaic tiles in all rooms and passages with 5" skirting.
 6. **BATH ROOM** : Glazed tiles flooring with 3'-0" dado to be provided every bath shall have Geyser shower.
 7. **W.Cs** : Glazed tiles flooring with 1'-6" dado to be provided.
 8. **KITCHEN** : Raised Kitchen Platform with Kadappa stone top and 1'-0" glazed Tiles dado, glazed tile sink will be provided.
 9. **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.
 11. **STAIRCASE** : Staircase roof shall be of R.C.C. frame structure with brick-wall and R.C.C. jali Tappa wooden hand rail shall be provided.
 12. **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.
 13. **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.