Wilbur J. Almeida Agreement

	73/7440	पावती	Original/Duplicate
1	Monday, May 31, 2021		नींदणी कें. :39म
	1:39 PM		Regn.:39M
		पावती क्रं.: 9	137 दिनांक: 31/05/2021
1	गावाचे नाव: ठाणे		
	दस्तऐवजाचा अनुक्रमांक: टनन1	-7440-2021	
1	दस्तऐवजाचा प्रकार : करारनाम	т	
.*	सादर करणाऱ्याचे नाव; श्री, रमे	श जगन्नाथ जाधव	
		नोंदणी फी	₹. 30000.00
1		दस्त हाताळणी फी	रु. 760,00
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	1:58 PM ह्या वेळेल मिळेल.		Sulp Registrar Thane 1
1	वाजार मुल्य: रु.5685616 <i>।</i> -		ह दुख्यम निबंधक वर्ग-२
1	मोबदला रु.6000000/-		ठाणे - १
1	भरलेले मुद्रांक शुल्क : रु. 3600	00/-	
1			
	1) देयकाचा प्रकार: By Cash		
1	2) देयकाचा प्रकार: eChalla		
1		MH001666784202122E दिनांक: 31	/05/2021
1	वैंकेचे नाव व पत्ताः		

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31/05/2021

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सची क्र.2

दुष्यम निबंधकः दुःनिः ठाणे 1 दस्त क्रमांक : 7440/2021

नोवंणी: Regn:63m

गावाचे नाव: ठाणे

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

6000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देती की पटटेदार ते नमुद करावें)

5685616

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :, इतर माहिती: मौजे ठाणें,ता. व जि. ठाणे येथिल सि.स.नं.13-ए,टिका नं. 8 वरील तळ मजला अधिक एक लोडबेअरिंग बाधकाम ज्याचे एकण क्षेत्रफळ 3200 चौ.फूट बिल्टअप मधिल उत्तरेकडील तळमजला ज्याचे क्षेत्रफळ 600 औ.फुट कारपेट ह्यावरील लिहुन देणार ह्यांचा ताबा व हक्क लिहुन घेणार ह्यांचे नांवे करीत आहेत. तसेच लिहुन देणार ह्यांनी कोटीत केलेला स्पेशल सिव्हिल सुट नं. 499/2002 हा दावा मागे घेण्याकरीता व सदरहु जागेचा ताबा व हक्क सोडण्याकरीता लिहुन देणार ह्यांनी लिहुन घेण्या-यांकडुन रक्कम रुपयें 60,00,000/-(अक्षरी साठ लाख मात्र)वेळोबेळी घेण्यांचे ह्या कराराव्दारे मान्य केलेले आहे.((C.I.S. Number : 13-A, Tika No. 8;))

(5) क्षेत्रफळ

1) 600 चौ.फूट

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देंणा-या/सिद्दून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे 1): नाव:-श्री, विलबर जोसंफ बल्पेडा -- वय:-63; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 13-ए, मुबई पुणे रोड,, ब्लॉक नं: हाँसी कास शाळेसमोर, के-व्हिला,, रोड नं: ठाणे-प., महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन 7:-DQSPA6245J

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी त्यायालयाचा तुकुमनामा किंवा आदेश असल्यास,प्रतिबादिचे नाव व पत्ता

1): नाव:-बी. रमेश जगन्नाय जाद्यव - - वय:-67; पत्ता:-प्लॉट नं: -, माळा नं: तळमजला,, इमारतीचे नाव: अभिवादन बिस्टींग,, क्लॉक नं: आंबेटकर चौल, गोखले रोड,, रोड नं: ठाणे-प., महाराष्ट्र, ठाणे. पिन कोड: 400602 पॅन न:-AAOPJ7283J SUB REGIS

(9) दस्सऐवज करुन दिल्याचा विनांक

31/05/2021

(10)दस्त नोंदगी केल्याचा दिनांक

31/05/2021

(11)अनुक्रमांक,खंड व पृष्ठ

7440/2021

(12)काजारभावाप्रमाणे मुद्रांक शुल्क

360000

(13)बाजारमावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

बिबराक वर्ग-२.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

THANE मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it

Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	RAMESH JAGANNATH JADHAV	eChallan	69103332021053110052	MH001666784202122E	360000.00	SD	0000802422202122	31/05/2021
2		By Cash			760	RF		
3	RAMESH JAGANNATH JADHAV	eChallan		MH001666784202122E	30000	RF	0000802422202122	31/05/2021

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



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		मूल्यांकन पत्रक	(शहरी क्षेत्र - बांधीव)			
faluation ID	202105312506				31 May 20	21,01:30:03 PM
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग	नंबर 10/2	ोस जांभळी नावयापासुन पुर्वे			उत्तर पूर्वेकडे ठाणे ग	वाची हद्द टिका
क्षेत्राचे नांव	Thane Muncipa	l Corporation	सह	हैं नंबर/न भू क्रमांक :		
वार्षिक मूल्य दर तक्त्य खुली जमीन 36300	निवासी सदनिका 85000	कार्यालय. 103600	दुकाने 145200	औद्योगीक 103600	मोजमापना चौ. मीटर	वे एकक
बांधीव क्षेत्राची माहित बांधकाम क्षेत्र(Built Up बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा - Sale Type - Resale	o)- 66.8896चौ. मीटर 1-आर सी सी आहे	मिळकतीचे वय - मजला - First Sale Date - 1'	निवासी सदिनका 0 TO 2वर्षे Stilt floor Or Ground 9/11/2019	मूल्यदर/	ोचा प्रकार- बोधकामाचा दर-	बांधीव Rs.85000/-
	ip Property constructed af हतीचा प्रति चौ मीटर मूल्यदः		: + घसा-यानुसार टक्केवार	ी 🕶 प्रजला निहास घटात		
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		= Ks.85000/-	77 100 7 7 100 7 100			
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		= 85000 * 66.8896				
•		= Rs.5685616/-				
Applicable Rules	= 3, 18, 19					,,,,/./
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CHALLAN MTR Form Number-6



RN MH001666784202122E BARCODE	(19 9) M. HINDAT I I II I I I I I I I I I I I I I I I		Date	30/05/2021-20:27:1	1 Form	1D 2	25.2
Department Inspector General Of Registration				Payer Details			
Stamp Duty Type of Payment Registration Fee		PAN No.(If Applicable) AAOPJ7283J					:
Office Name THN1_HQR SUB REGISTRA THANE	URBAN 1	Full Name		RAMESH JAGANNA	TH JAE)HAV	
ocation THANE							
Year 2021-2022 One Time	Flat/Block No.	•	GROUND FLOOR OF	THE N	NORTHER	RN SIDE O	
Account Head Details	Premises/Bui	lding	STRUCTURE GROU	ND PLU	S ONE L	OAD	
0030046401 Stamp Duty	360000.00	Road/Street		BEARING STANDIN NO. 8, K'VILLA,	G ON	CTS NO.	13-A, TIK
0030063301 Registration Fee	30000.00	Area/Locality		THANE - WEST			
		Town/City/Dis	strict				
		PIN			4 0	0 6	3 0
		PAN = DQ		SecoldParty Name (V	NI SU	TO SOL	ALMEIDA
DEFACES		दस्त क्र.(ु	la (2059	*		
₹390000.00		2	$\frac{1}{2}$	1	Dist	niant *	<u>//</u>
NG EFACED	3,90,000.00	Amount In Words	Three I	akh Ninety Thousand	Rupees	Only	
Payment Details IDBI BANK				FOR USE IN RECEIVI	NG BAN	(K	
Cheque-DD Details		Bank CIN	Ref. No.	691033320210533	10052	2682957	570
Cheque/DD No.		Bank Date	RBI Dat	e 30/05/2021-20:28:	:51	Not Verif	fied with RE
Name of Bank		Bank-Branch IDBI BANK					
Name of Branch		Scroll No. , E	Date	Not Verified with	Scroll		

Department ID : Mobile No. 98929988 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केतल दुय्यम निवंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सवर चलन लागु नाही . 9892998560

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-73-7440	0000802422202122	31/05/2021-13:39:10	IGR113	30000.00
2	(iS)-73-7440	0000802422202122	31/05/2021-13:39:10	IGR113	360000.00
			Total Defacement Amount		3,90,000.00





CHALLAN MTR Form Number-6

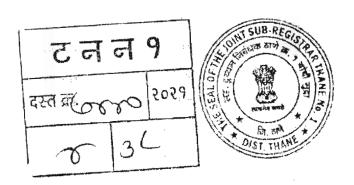


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F.N MHOO	1666784202122E	BARCODE			U 11/1 () I 14/1 ()	ll Date	30/05/2021-20:27:1	1 Form	n ID	25.	2	
epartment	Inspector General O	of Registration			Payer Details							
	Stamp Duty			TAX	TAX ID / TAN (If Any)							
ype of Payme	ent Registration Fee	3		PAN	PAN No.(If Applicable) AAOPJ7283J							
Office Name	fice Name THN1_HQR SUB REGISTRA THANE URBAN 1				Name		RAMESH JAGANNA	TH JAI	DHAV			
ocation	cation THANE											
ear	ar 2021-2022 One Time				/Block N	0.	GROUND FLOOR OF	FTHE	NORT	HERN	SIDE	OF
Account Head Details Amount In Rs.				Rs. Pre	mises/Bu	ıilding	STRUCTURE GROU	ND PLI	JS ON	IE LOA	AD.	
030046401	Stamp Duty		360000	.00 Roa	ad/Street		BEARING STANDIN NO. 8, K'VILLA.	G ON	CTS	S NO. 13-A, TIKA		
0030063301	Registration Fee		30000	.00 Are	a/Localit	У	THANE - WEST					
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Payment Details IDBI BANK						1	FOR USE IN RECEIVE	NG BAI	NK			
Cheque-DD Details				Ва	ink CIN	Ref. No.	691033320210531	10052	26829	95757	0	
Cheque/DD N	lo.			Ва	nk Date	RBI Date	30/05/2021-20:28:	51	Not V	'erified	with	RBI
Name of Ban	k			Ва	ank-Branc	ħ	IDBI BANK					
Name of Brar	nch			Sc	croll No. ,	Date	Not Verified with	Scroll				

Department ID : Mobile No. : 9892998560 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुय्यम निवंशक कार्यालयात नोदणी करावयाच्या दस्तांचाठी लागु आहे . नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु

Wolfmeide

Follow



AGREEMENT

This agreement executed by and between Mr. Wilbur Joseph Almeida PAN DQSPA6245J AADHAR 244599344213 age 63 years Occupation Nil, resident of 13-A Mumbai Poona Rd., Opp. Høly Cross School, K'Villa, Thane 400601, hereinafter referred to as the "OCCUPANT", Which expression shall deem to and include all his heirs, assigns, executors and administrators of the One Part;

AND

Mr. Ramesh Jagannath Jadhav PAN AAOPJ7283J AADHAR 273141474379 age 67 years, Occ. Business, Having Office at Ground Floor, Abhivadan Building, Ambedkar Chowk, Gokhale Road, Thane 400602, hereinafter referred to as the "OWNER", Which expression shall deem to and include all his heirs, assigns, executors and administrators of the Other Part; Whereas:

Prior to the year 1968 one Edmund Gregory Almeida, (Since Deceased and hereafter referred to as the said "Deceased Edmund") was the absolute owner of and well and sufficiently entitled to the plot of land bearing S. No. 13-A, Tikka No. 8 admeasuring 444 Square Meters lying and situate at K Villa, within the limits of then Thane Municipal Burrough and presently with the Thane Municipal Corporation, this Plot is particularly

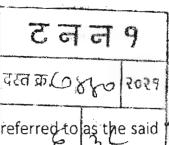
Selvan Wallmeids

described in Schedule, hereunder, which is for the sake of Brevity, is referred to as the "SAMO FIRST PLOT";

Deceased Edmund, was also the absolute owner of and well and sufficiently entitled to another plot of land adjacent to the plot described in Schedule I bearing S. No. 13-B, Tikka No. 8, admeasuring 494.1 Square Meters, lying and situate at K Villa, within the limits of then Thane Municipal Burrough and presently with the Thane Municipal Corporation, referred to as the "SAID SECOND PLOT" more particularly described in Schedule II, hereunder;

- had constructed the structure consisting of Ground Floor, with Mangalore roof tiles and plot of land bearing S. No. 13-A, Tikka No. 8 admeasuring 444 Square Meters, more particularly described in Schedule I hereunder, the said house was constructed for residential purposes and is presently allotted the house No. 193, Property No. 1031381 by the Thane Municipal Corporation, the said structure is more particularly described in Schedule III to this agreement, for the sake of brevity the plot of land and the Structure thereon is referred collectively referred to as the "SAID FIRST PLOT".
- iv. The said Deceased Edmund and his sons namely Vincent Norbert Almeida, Eldred Joseph Almeida, and Ivan Anthony Almeida along with their respective wives and children were residing in the structure and in use of the said property;
 - By and under a Sale Deed dated 26th of August 1968, Registered at Sr. No. 758/1968 with the Sub Registrar of Assurances Thane, the said Deceased Edmund, for a consideration as detailed therein sold and conveyed the said First Plot and the structure thereon unto and in favour of one of his sons Vincent Norbert Almeida

SP W. Almeide





(Since Deceased and hereafter referred to as the said Vincent":

- vi. In the year 1969 the Deceased Vincent by his own funds and efforts constructed the first floor admeasuring 1600 square feet or thereabouts, over the said structure and pursuant to the construction of the First Floor the deceased Vincent, his wife and his children along with the deceased Edmund Gregory Almeida, moved to the newly constructed first floor and out of natural love and affection permitted the other brothers Eldred Joseph Almeida and Ivan Anthony Almeida, to occupy the ground floor, on gratuitous basis without charging any rent or license fees or any compensation, with their respective families. Eldred Joseph and his family consisting of his wife Doris and son Wilbur, the Occupant herein occupied the Northern part of the ground floor of the structure owned by Vincent Norbert Almeida on the said Plot;
- vii. The deceased Edmund during his lifetime executed the will dated 15-4-1981 whereby he bequeathed the Second Plot, more particularly described in Schedule II hereunder written i.e., the open plot unto and in favour of his grandson Ivo Peter Almeida;
- viii. Pursuant to his demise the three heirs of Deceased Edmund namely Vincent Norbert Almeida, Eldred Joseph Almeida, and Ivan Anthony Almeida executed the declaration dated 29-3-1984 before the Executive Magistrate at No.1540 of 1984, inter-alia affirming that the will dated 15-4-1981 was binding upon the three heirs;
 - ix. The said Vincent expired intestate on 14-3-1995 and was survived by his Widow Muriel Theresa Almeida, two Sons Ivo Peter Almeida, and Clyde John Almeida, and one Daughter May Patricia

PW. Almeide

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Menezes, who came to be the owners of the property more

दस्त क. particularly described in schedule I & III hereunder;

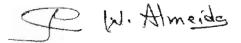
By and under the agreement it led as Agreement of Development dated 5-11-1997 Ivo Peter Almeida granted unto the Owner herein the development rights pertaining to the Said Second Plot, on the terms and conditions as detailed in the said Agreement of Development, registered at Sr. No. TNN-1/5563/1997;

- xi. By and under the agreement titled as Agreement of Development dated 28-11-1997, Muriel Theresa Almeida, Ivo Peter Almeida, Clyde John Almeida, May Patricia Menezes, the heirs of Vincent Norbert Almeida granted unto the Owner herein the development rights pertaining to the Said First Plot, on the terms and conditions as detailed in the said Agreement of Development;
- xii. The Said owners namely Muriel Theresa Almeida, Ivo Peter Almeida, Clyde John Almeida, May Patricia Menezes, the heirs of late Vincent Norbert Almeida also executed the Irrevocable Power of Attorney in favour of the Developer herein and the Irrevocable Power of Attorney and the Agreement has been duly registered with the Sub Registrar of Assurances at Sr. No. 5562/1997 on and subsequently have handed over the vacant possession of the Property in their possession;
- xiii. The said Owners had vide the power of Attorney duly authorised the Developer to negotiate and settle with Eldred Joseph Almeida and Ivan Anthony Almeida, who were occupying the ground floor of the property;
- xív. Eldred Joseph Almeida filed the Special Civil Suit No. 499/ 2002 inter-alia seeking Partition of the property of Edmund Gregory Almeida in the Civil Court at Thane;

P W. Almeida



- xv. Eldred Joseph Almeida expired during the pendency of the suit, on 20-3-2006 and was survived by his widow Doris and the occupant herein;
- xvi. Ivan Anthony Almeida expired in the year 2010.
- xvii. The said Doris expired on 2-5-2014 and the Occupant herein is in occupation of the northern side of the ground floor of the structure;
- xviii. That of the original Owners Mrs. Muriel Theresa Almeida the widow of Vincent Nobert Almeida expired on 8-5-2010 and as such Mr. Ivo Peter Almeida, Mr. Clyde John Almeida, and Ms. May Patricia Menezes thus became the owners of the property described in Schedule I & III;
 - xix. By and under the Deed of Conveyance dated 19-11-2019 and registered at Sr. No. TNN-5/19391/2019, the owners Mr. Ivo Peter Almeida, Mr. Clyde John Almeida, and Ms. May Patricia Menezes conveyed the absolute right, title and interest in the property described in Schedule I & III hereunder, unto and in favour of the Owner herein:
 - xx. By and under the Mutation Entry No. 2486 dated 26-12-2019 the name of the Owner herein has come to be recorded on the property card;
 - xxi. The said structure being very old and due to lack of maintenance has become dilapidated and the Thane Municipal Corporation has issued the Notice under Section 268/1 of the MPMC Act bearing No. ठ म .पा ./उ प्र स /अतिवि/उ प . परि ./२२६ /२७-६-२०१९;
 - xxii. The Occupant in the circumstances has approached the Owner herein, seeking to amicably settle the dispute and the Owner herein has acceded to the request and after due negotiations between the parties the parties have come to an agreement and are desirous of putting the terms in writing;

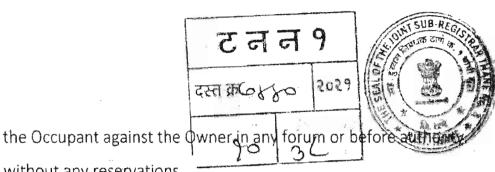


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The Occupant here is subjected in soccupancy rights, title and interest in the structure standing on the Plot described in Schedule I, and Schedule III being the occupancy rights in the northern side of the structure on the Ground floor of the said structure bearing MH No. 193 admeasuring 600 Square ft. of carpet area of the structure admeasuring 3200 square feet, which is more particularly described in the Schedule IV hereunder written to the Owner;

- The Occupant hereby declares that the Occupant has no right title
 or interest in the said First Plot and the Said second Plot, the
 structure more particularly described in Schedule I, II, and III
 hereunder;
- 3. The Occupant hereby declares that any direct or remote right or interest in the said plots and the structure are hereby expressly surrendered, waived and abandoned in favour of the Owner herein and shall not be claimed by the Occupant or anyone claiming through or under the Occupant.
- 4. The Occupant further declares that the Declaration dated 29-3-1984 made before the Executive Magistrate and registered at No.1540 of 1984, inter-alia affirming that the will dated 15-4-1981 was binding upon the three heirs of Deceased Edmund namely Vincent Norbert, Eldred Joseph Almeida, and Ivan Anthony Almeida, is also binding upon him and that the contents thereof are true and correct.
- 5. The Occupant hereby undertakes to withdraw, without any reservation, all the claims and actions against the Owner, including the Special Civil Suit No. 499 of 2002 filed by his father Eldred Joseph Almeida and presently being pursued by the Occupant, and further withdraw all and any complaints made by

IN. Almeides



without any reservations.

- 6. The Occupant declares that he has not entered into any agreement or in any arrangement of any manner or of any nature whatsoever with any third party with respect to the said structure or the said First and Second Plot, which may in any manner impinge upon the rights of the Owner or any person claiming through the Owner
- 7. In consideration of the surrender of the said rights and in consideration of the withdrawal of the suit, as aforestated, the Owner has agreed to pay to the Occupant a sum of Rs. 60,00,000/- (Rupees Sixty Lakbs Only

only) to the Occupant as and by way of full and final consideration /NALthe payment as detailed hereunder:

- (a) Rs. 50,000/-
- On the execution hereof.
- (b) Rs. 9,50,000/-

On the Occupant vacating the

structure within seven days of

the execution of this agreement. (c) Rs. 50,00,000/_

On the Occupant withdrawing

the Sp. C. suit No. 499 of 2002 and withdrawing all complaints

etc. filed by or on behalf of the

Occupant.

(d) It is expressly understood and agreed by the Parties hereto that the condition of vacating the premises and withdrawal of the suit are the essence of the agreement and if the Occupant neglects to comply with either of the conditions the Owner shall have the right to prosecute the Occupant and also recover the amounts, paid till that date and also



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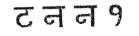
PA and all loss and damages from

8. The Occupant small store

The Occupant half give full co-operation and assistance for development of the said property to the Owner or his nominees by executing all such writings, applications, affidavits withdrawing any complaint or grievance or claim on the property more particularly described in the Schedules hereunder written, to enable the Owner who bonafide requires vacant possession of the said premises in the existing old structure to demolish the same and to put up new building/s on the said property in the manner stated herein.

- 9. THE OCCUPANTS hereby declared as follows: -
 - (a) That he is a bachelor and alone is the Occupant in respect of the premises and he has not entered into any Agreement of leave and license, sub-tenancy or otherwise alienating any right in respect of the premises or any part or portion thereof.
 - (b) That he will sign and execute all necessary consent letters, no objection letters undertakings and other writings required by TMC or any other concerned Authorities for the purpose of commencing and completing construction of the new building.
 - (c) That his father late Eldred Joseph Almeida, his wife and the Occupant after the demise Eldred Joseph Almeida, his wife Doris, were at all times gratuitous licensee permitted to occupy the part of the structure originally by Edmund Gregory Almeida and subsequent by Vincent Norbert Almeida and upon his demise by the present owners, without any compensation being paid by the either Eldred Joseph, Doris Eldred or the Occupant.

W. Almeida



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property more particularly described in Schedules hereunder or any part thereof, including the structure as also on any FSI, TDR, DRC or any other rights of any nature

- (e) The Occupant hereby declared and confirms that if at any time hereafter any claim is made by any person/s claiming by, from under or in trust for the Occupant in respect of any rights of the Occupied Premises or any part or portion thereof, the Occupant shall be solely and entirely responsible for all and any of the consequences arising out of such claims. The Occupant hereby agrees to indemnify and keep indemnified the Owner in all respects in that behalf.
- 10. The Occupant at his own cost and expenses shall arrange to shift himself and his family from the Occupied premises.
- 11. That it is agreed that all legal costs, charges of, stamp duty, registration charges on this agreement shall be borne and paid by Owner.
- 12.All notice to be served on the Occupant as contemplated by this

 Agreement shall be deemed to have been duly served if sent to

 the Occupant by RPAD or by person service at his address as

 under:

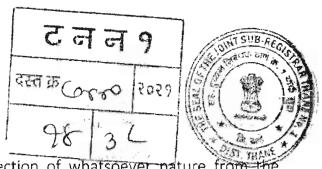
Wilbur Joseph Almeida B-25, Nityanand Society, Opp. Hajarnis Hospital, Uthalsar Naka, Thane 400601.

whatsoever:

D W. Almeido

whomsoever hands the said premises come and his /

- (a) Nothing contained in this Agreement is intended to be nor shall be constructed as an admission, grant, demise or assignment in law or any right on any part of the said property described in Schedule I, II and III hereunder i.e., of the said premises or of the said Property and building or any part of thereof. The Occupant has no claim save and except in respect of the compensation agreed to be paid by the Owner to remove the impediments in developing the property.
- 14. The Occupant hereby declares that he has read and understood the contents of this agreement and has read and understood the agreement of Development and the Power of Attorney granted to the Owner and also all the documents related to the said property described in Schedule I, II & III and has expressly understood the contents, terms and conditions of the same and has agreed to the same as binding.
- 15. That the Occupant shall indemnify and keep indemnified the Owner against any one claiming any rights in respect of the said existing premises.
- 16. Parties shall co-operate with each other for implementing the true intents of terms and conditions of this Agreement.
- 17. The Occupant has upon execution hereof handed over quiet, vacant and peaceful possession of the said 600 square feet area out of the 3200 square feet occupied by him to the Owner, and Henceforth, the Occupant shall have no right, title, interest and/or claim of whatsoever nature in the said premises and the Owner shall be fully entitled to deal with the same in the manner it



desires without any objection of whatsoever nature from the Occupant.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing \$ No. 13-A, Tikka No. 8 admeasuring 444 Square Meters lying and situate at K Villa, within the limits of the Thane Municipal Corporation, and within the registration District and Sub District of Thane and bounded as follows and outlined in green line on the plan annexed hereto:

On the East: Old Bombay Agra Road.

On the West: Property bearing T. No. 8 CTS No. 10 and 12.

On the North: Property Bearing T. No. 8 CTS No. 10.

On the South Property bearing T. No. 8 CTS 13 B and the Gr. + 5

structure "Yogashree".

THE SECOND SCHEDULE ABOVE REFERRED TO

All that Piece and parcel of land (bearing \$ No. 13-B, Tikka No. 8, admeasuring 494.1 Square Meters, lying and situate at K Villa, within the limits of then Thane Municipal Burrough and presently with the Thane Municipal Corporation within the limits of the Thane Municipal Corporation, and within the registration District and Sub District of Thane and bounded as follows and outlined in red line on the plan annexed hereto:

On the East: Old Bombay Agra Road.

On the West: Property bearing T. No. 8 CTS No. 14.

On the North: Property Bearing T. No. 8 CTS No. 13A of the Owner

Herein.

On the South: Property bearing T. No. 8 CTS 13 C

THE THIRD SCHEDULE ABOVE REFERRED TO

All that structure admeasuring 3200 square feet of the ground plus one load bearing structure standing on land bearing \$ No. 13-A, Tikka

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No. 8 admeasuring 144 Square Veters admeasuring 3200 Square Feet Built up area bearing Meres house No. 193, and Property No.

1031381 by the Thane Municipal Corporation lying and situate at K Willa, within the limits of then Thane Municipal Burrough and presently with the Thane Municipal Corporation within the limits of the Thane Municipal Corporation, and within the registration District and Sub District of Thane and bounded as follows and outlined in black line on the plan annexed hereto:

On the East: Open land of No. 8 CTS No. 13A and thereafter Old

Bombay Agra Road.

On the West: Open land of No. 8 CTS No. 13A and thereafter

Property bearing T. No. 8 CTS No. 10 and 12.

On the North: Open land of No. 8 CTS No. 13A and thereafter

Property Bearing T. No. 8 CTS No. 10.

On the South: Open land of No. 8 CTS No. 13A and thereafter

Property bearing T. No. 8 CTS

13 B and the Gr. + 5 structure

"Yogashree".

. THE FOURTH SCHEDULE ABOVE REFERRED TO

The area admeasuring 600 Square Feet carpet area on the ground floor of the northern side of the structure totally admeasuring 3200 square feet built-up area ground plus one load bearing structure standing on land bearing 8. No. 13-A, Tikka No. 8 admeasuring 444. Square Meters admeasuring 3200 Square Feet Built up area bearing house No. 193, and Property No. 1031381 by the Thane Municipal Corporation lying and situate at K Villa, within the limits of then Thane Municipal Burrough and presently with the Thane Municipal Corporation within the limits of the Thane Municipal Corporation, and within the registration District and Sub District of Thane and bounded as follows and the 600 square feet marked in blue hatched

For W. Almids

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lines on the plan annexed hereto;

On the East:

Open land of No. 8 CTS No. 13A and thereafter

Bombay Agra Road.

On the West: Open land of No. 8 CTS No. 13A and thereafter

Property bearing T. No. 8 CTS No. 10 and 12.

On the North: Open land of No. 8 CTS No. 13A and thereafter

Property bearing T. No. 8 CTS No. 10.

On the South: Part of the structure bearing MH 193 and land

of No. 8 CTS No. 13A and thereafter Property

bearing T. No. 8 CTS 13 B and the Gr. + 5

structure "Yogashree".

This agreement executed on 31st May 2021 IN WITNESS WHEREOF the parties have caused this Deed to be executed the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the

within named OCCUPANT"

WILBUR JOSEPH ALMEIDA

in the presence of

(Nishant R. Ladhau)

Noel Remodies)

SIGNED, SEALED AND DELIVERED by the

within named "OWNER"

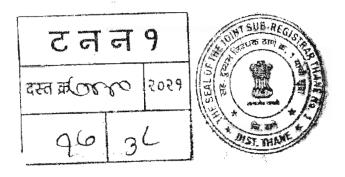
RAMESH JAGANNATH JADHAV

in the presence of









Receipt

Received from the within named Owner Mr. Ramesh Jagannath Jadhav the amount of Rs. 10,00,000/-(Rs.) Ten Lakhs Only. being 7(a8b) the part payment as contemplated in Cl. (Rs.) hereinabove as under:

Rs. 50,000/- (Rs.) Fifty Thousand Only NEFT No. UBINJ21148059913 and Rs. 9,50,000/- (Rs.) Nine Lakhs Fifty Thousand Only by and way of the Demand Draft/ Pay Order/ Managers Cheque/ drawn on Union bank of India Thane Ch:006986/31-05-21 dated, aggregating a total amount of Rs.

Ten Lakhs Only on this day of tune 2021.

I say received

WILBUR JOSEPH ALMEIDA

In the presence of

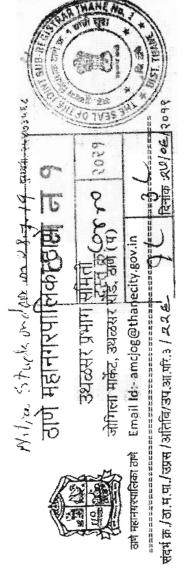
1. Hadhan

j.

(NOOL REMEDUS)







महाराष्ट्र महानगरपालिका अधिनियमकलाम २६८ (१) (सी) अन्वये नोटीस. (वाचले :- मा.आयुक्त सो.डाम्पा यांनी जा.कं/पऔ/आयुक्त-५६९३ दि.२९/०३/२००५ चे आदेशानुसार महाराष्ट्र म्हानगरपालिका अधिनियम २६८ अन्त्रये उप आयुक्त यांना प्रपन केलेले अधिकार.)

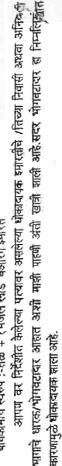
होलीक्रॉस शाळे समोर, ठाणे.(प्) श्री आयवो पिंटर अल्मेडा बांधकामाच्या चतुःसिमा श्री. प्लेडी.जे.अहमेडा अत्मेडा हाऊस,

पूर्वेस :- रस्ता पश्चिमस :- मोहनेबुंज चाळ

दक्षिणेस :-योगश्री इमारत

:-कुदबंद हमारत उत्तरेस

बाधकामारो स्वरुप :-तळ + १ पजले स्वोड बेर्आरंग इपारत



महराष्ट्र महानगरपालिका अधिनियम कलम २६४ (१)(२)(२)(४) अन्वये रामपा /उप्रस /अतिवि दिनांक.०३/०९/२०१६ रोजी नेटीच बर्जावण्यात आलेली आहे. आपण राहत असलेल्या इमारतीस सन २०१६ साली धोका निर्माण बाल्याचे दिसुन आले असूत्र द्वाबे महानगरपालिकेने

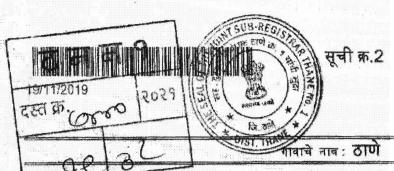
सदरची तळ +१ मजली लोड बेअरिंग स्मारत साथारण १९३५ **साली** बांधणेत जाली जसून सदर बमारत जंदाजे ८० वर्षे जुनी जाहे. हमारतीचे जिन्याकडील भागाचे कॉलमचे प्लास्टर व स्टील उघडे पडून मोठया प्रमाणात गंजलेले जाहे. सदरचा भाग तातद्वीने निष्क्रासित करणे जावश्यक जाहे.सदरची इमारत प्रथमदर्शनी सी- २ ए या /सह.आ /६४८ दिनोक.०३/०९/१०१६ सदरची तळ +१ मजली लोड है वर्गीकरणामध्ये येत जाहे

ठाणे महानगरपातिकेकडून आपण राहतं असलेल्या हमारती बाबत वरील प्रमाणे कारवाई करण्यात येडन्नही आपण या थोकाद्ययक झ्मारतीया वापर आजतागायत चालू ठैवलेला आहे.त्यामुळे झ्मारतीचा वापर करणा-या तरोच आजूबाजूच्या नागरीकांच्या जिवीताची हानी होण्याची शल्याता निर्माण हालेली आहे.त्यामुळे संभाव्य जिवित हानी विचारात येता या इमारतीया वापर विना विलंब कायमस्वरुषी बंद करण्याच्या निर्णयाप्त महानगरपालिका आसी आहे.

बोट कलम (१)(सी) तरतूर्वनुसार क्षे नोटीस मिळाल्यापासून त्वरोत या इमारतीमधील महराष्ट्र महानगरपालिका अधिनियम कलाम रह्४ (१)(२)(३)(४) मधील तरसूर्वनुसार सदरची इयारक्ष घोकादायक करण्यात येवूनक्षे या ध्मारतीचा वापर आपण अद्याप चालू ठेवला असल्यामुळे महाराष्ट्र महानगरपालिका आपल्या ताम्यात असलेली इमारत/इमारतीचा भाग खाली करन षाषा. अधिनयम १६८ मधील

कृषया गोंद घ्यावी की.जर आएण उपनिर्दिष्ट मूत्रनांचे अत्लंघन केले अथवा त्या विकथ्द वर्तन केले तर आपणा विरुद्ध महाराष्ट्र महानगरपालिका अधिनियम कलम २६८(५) अन्यये पोलिस अधिका-यांना योग्य ने निर्देश देश्यात यतील.

ठाणे महानगरपालिका,ठाणे उपआयुक्त-पा.- ३



दुय्यम निबंधक : सह दु.नि.ठाणे 5

दस्त क्रमांक : 19391/2019

नोदंशी : Regn:63m

अभिहस्तांतरणपत्र

(2)भोबदला

15735695

(3) वाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

20147000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :, इतर माहिती: मौजे ठाणे येथील टिका नं. 8 सिटीएस नं. 13ए खुली जमीन 444 चौ. मीटर,मोबदला म्हणून 500 चौ.फूट कारपेटच्या दोन सदिनका व 415 चौ.फूट कारपेट ची एक सदिनका देत आहेत,दस्तात नमूद केल्याप्रमाणे ((C.T.S. Number : 13 ए, टिका नं 8;))

(5) क्षेत्रफळ

1) 444 चौ.मीटर

(6)आकारणी किंवा जुड़ी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता, 1): नाव:-आयवो पीटर अल्मेडा वय:-67; पत्ता:-प्लॉट नं: 13-ए, माळा नं: -, इमारतीचे नाव: के व्हिला, ब्लॉक नं: -, रोड नं: ऑप: हॉली क्रॉस कॉन्व्हेंट स्कुल, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-AGIPA0206A

2): नाव:-क्लाईड जॉन अल्मेडा वय:-64; पत्ता:-प्लॉट र्न: 13-ए, माळा नं: -, इमारतीचे नाव: के व्हिला, ब्लॉक नं: -, रोड र्न: ऑप. हॉली क्रॉस कॉन्ब्हेंट स्कुल, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-ABRPA1177A

3): नाव:-मे पॅट्रिसिया मेनेझेस वय:-69; पत्ता:-प्लॉट तं: 68/बी, माळा तं: -, इमारतीचे नाव: पोक्कादो, ब्लॉक तं: बेताल इतिम , रोड तं: सेल्केत, साउथ गोवा, गोवा, साउथ गोवा. पित कोड:-403713 पॅन तं:-APIPM5149K

(६)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा इकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-रमेश जगन्नाय जाधव वय:-65; पत्ता:-प्लॉट नं: -, माळा नं: तळ मजला , इमारतीचे नाव: अभिवादन बिल्डिंग , ब्लॉक नं: नौपाडा , रोड नं: गोखले रोड, ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-400602 पॅन नं:-AAOPJ7283J

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/11/2019

(10)दस्त नोंदणी केल्याचा दिनांक

19/11/2019

(11)अनुक्रमांक,खंड व पृष्ठ

19391/2019

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1410300

(13)बाजारभावाप्रमाणे नींदणी शुलक

30000

(14)शेरा

सह दुय्यम विश्वक, अने क. ५

मुल्यांकनासाठी विचारात घेतलेला संपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-: (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

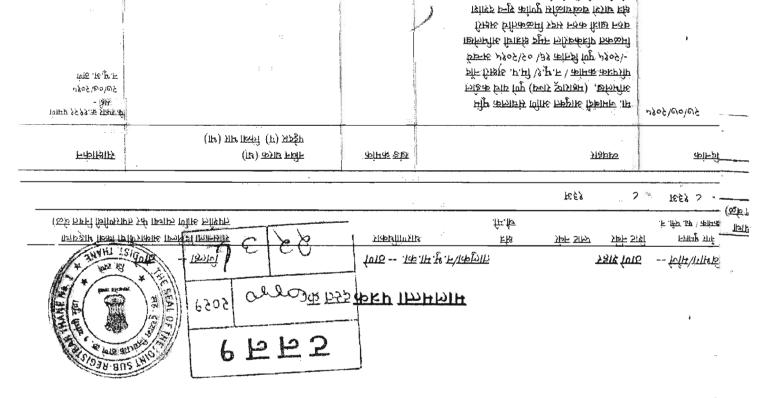


मालमत्ता पत्रक

विभाग/मौज़े -- ठाणे शहर जिल्हा --तालुका/न.भु.मा.का. -- ठाणे शासना ला दिलेल्या आकारणोचार्विका भाइयोचा नगर भुम्मधन शिट नंबर प्लाट नर्बर क्षेत्र धारणाधिकार क्रमाक / का. ज्याँ नं. चौ.मी. तपशील आणि त्याच्याँ पेर तपाईंगीची नियत बेळ) ८ १३अ 4 १३अ १६९६ टनन १ -११६५ [[[[438]]]] दस्त क्रिक्श २०२१ चौ.मी. 888.0 20 3 सुविधाधिकार हक्काचा मुळ धारक [मरयान गसपार दि आलमेडा] वर्ष १९२७ पट्टेदार भार इतर शेरे नविन घारक (धा) साक्षाकंन दिनांक व्यवहार खंड क्रमांक पट्टेदार (प) किंवा भार (भा) २९/०६/१९२७ पो.रु.४९ ४९१/३२१ (H) सही -लक्ष्मण विनायक जोशी C.T.S.O. 808/808 (H) 04/83/8926 रिलीज रु-सही -जोसेफ पास्कोलडी आलमेडा 81904 व २ आर्थन नारबंट डीं C.T.S.O. आलमेडा 639 आर्थर जोराबडील आममेडा १५/७१/१९३३ बादणीपत्र सही -एडमंड ग्रेगरी £4440,88/87/37 जानक्लाकंडी.एडवर्ड आलमेडा C.T.S O 25/88/8836 वारणीपत्र रु.१०००/-३५० सही -१/३ (H) एडमंड डी आलमेडा र.नो.वाटणी रु.१५०० वाटणारी र.रु.३५०० १/३ (H) जॉन क्लार्क आलमेडा C.T.S.O. १/३ (H) एडवर्ड डी.आलमेडा 08/06/8386 बि.क.म.र.रु. २३२ **(E)** सहर -रावसाहेब डॉं.आर् एच टेंभे १५००/१४.६.४० यांनी एडमंड डी आलमेडा कडून १/३ हिस्सा C.T.S.O. १५/०५/१९४३ न.ग.भरपाई रु.१५०० सही -१२.५.४० ता.३०.४.४३ रोजी झाले अर्ज व C.T.S.O. दस्त वरील शेयांबरून नोंद कमी.

मालमत्ता पत्रक

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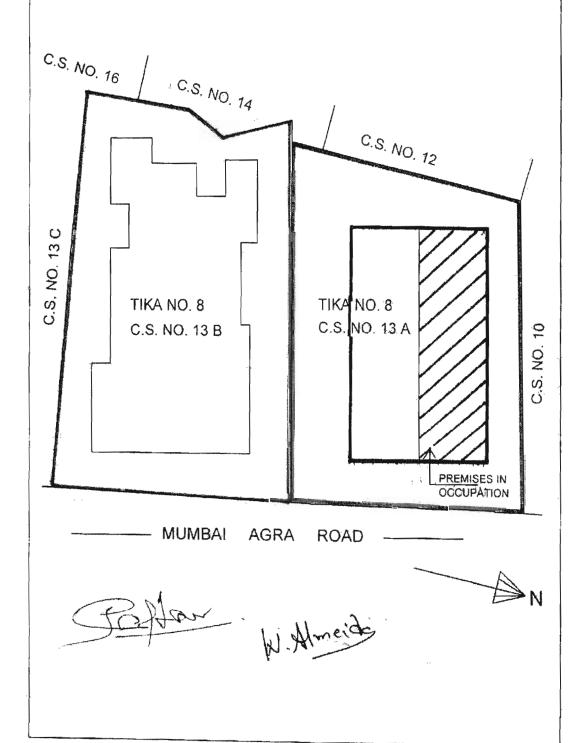


PLAN OF THE PROPERTY

BEARING TIKA NO. 8, C.S. NOS 13 A and 13 B

AREA OF PLOT 13 A - 444.0 SQMT BOUNDED 13 A - GREEN

AREA OF PLOT 13 B - 494.1 SQMT BOUNDED 13 B - RED



विल्याची वाषील । विल्याची वाषील । विकास तथार तारील । रक्कार सदा केली तारील । रक्कार स्थाना श्रद

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AMENDED PLAINT

IN THE COURT OF CIVIL JUDGE (S.D) THANE AT THANE

 Mr. ELDRED JOSEPH ALMEIDA, Since deceased through his legal heirs:

- 1/1 Mrs. Doris Rose Almeida, wife of deceased Eldred Joseph Almeida aged: 78 years, Occ. Household.
- 1/2. Mr. Wilbur Joseph Almeida, son of deceased Eldred Joseph Almeid aged: 48 years, Occ. Service (both residing, Opp. Holy Cross High School, 13-A, K'Villa, Thane -400 601.)

PLAINTIFFS

V/s.

Mr. IVAN ANTHONY ALMEIDA,
Age: 81 years, Occupation: Retired,
R/a. Opp: Holy Cross Convent School,
13-A, K' Villa, Thane 400 601.
[Presently residing at 9/713 - 715 Blase Land Road,]
Epping, New South Wales, Australia,)

Mrs. MARY JOHN REBELLO, Age: 82 years, Occupation: Hondschold, R/a. Rajeev Sanjeev Apartment Flat No.1, Grd. Floor, K. villa. Thane

Miss. VERONICA MARY BAYNES, Age: about 50 years, Occupation: Service.

Miss. IRENE JANET THERESA BAYNES, Age: 47 years, Occupation: Service, (both Defendant Nos. 3 & 4 pesiding ar 153 Collenswood Road, Stevenage, SG1-2DA, Hertfordshire, England U.K..)

Mrs. MURIEL THERESA ALMEIDA, age: 78 years, Occupation: Household R/a. 13-A, K'Villa, Thanc.

Mr. CLYDE JOHN ANTHONY ALMEIDA, Age: Adult, Occupation: Service, R/a. C-6, Sai Dutta Co-operative Hsg. Society Bandra Reclamation, Mumbai – 400 059

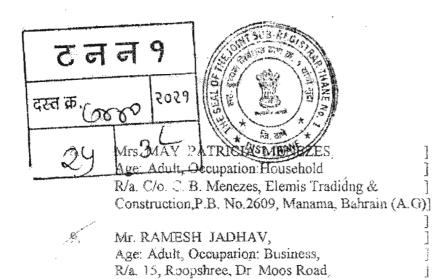
Mr. IVO PETER ALMEIDA, Age: Adult, Occupation Business, R/a. 13-A, K*Villa, Thane.

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Received.

COPT OF PARTY

OFFINANT



Thane.

DEFENDANTS

SUIT FOR PARTITION SUIT CLAIM Rs 15,00,000/-

The plaintiff most respectfully submits as under-

- 1. The Plaintiff and Defendant No. 1 are brothers. The Defendant No. 2 is the sister. The Defendant No. 3 and 4 are the daughters of Plaintiff's deceased sister Charlotte and Defendant No. 5 is the widow of Plaintiff's deceased brother late Vincent Norbert Almeida and the Defendant Nos. 6 and 7 are his sons and Defendant No. 8 is his daughter. The Defendant No. 9 is a builder engaged in the work of land development and construction. The Plaintiff says that his Father late Edmond Gregory Almeida was the owner of the property bearing Tika No. 8, C.T.S. No. 13-A and 13-B together with a house standing on CTS No. 13-A at K'villa, Opp: Holy Cross Convent School, Thane 400 101 hereinafter referred to as "Suit Property". The Plaintiff says that the house structure standing on the land bearing C.T.S. No. 13-A was a single storied structure. In or about the year 1967 68, The Plaintiff's father wanted to add one more floor to the then existing structure as the house was found insufficient for the family consisted of himself, his 3 sons and their wives and children.
- The Plaintiff says that he got married in 15/11/1953 and the Defendant No.1, 2, deceased Vincent Norbert Almeida and deceased Charlotte are elder to Plaintiff. For accommodating all the members of the family the premises then existing was not sufficient, therefore the Plaintiff's father wanted to add one upper floor to the then existing building. He therefore wanted his sons to contribute for constructing an upper floor. The Plaintiff's father therefore approached one Mr. P. M. Rana who used to visit the family of Plaintiff and his brothers and sisters. But he could not be of any help. The Plaintiff, the Defendant No. 1 and deceased Vincent Norbert Almeida were not able to meet the expenses. The Plaintiff could contribute only Rs.5,000/-, Defendant No.1 contributed Rs.6,000/- and the deceased Vincent Norbert Almeida represented that he has no cash with him and was also not in a position to contribute sum of Rs.5,000/- to 6,000/-. In the circumstances late Vincent Norbert Almeida suggested that he would be able to obtain loan from his employer namely National Grindlays Bank at a low interest as he being the Bank employee, but he was to produce documents showing his right, title and interest upon the land on which the

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house was to be constructed. Under this circumstances with a view to take weneth of the interest loan to Bank employees the documents purporting to be the sale decist. The prepared in the name of deceased Vincent Norbert Almeida and obtained loan from the Bank. On obtaining loan, with the help of the said loan amount and the money provided by Plaintiff and Defendant No. I an upper floor was added to the then existing structure. After the construction of additional floor Mr. Vincent Norbert Almeida and late Edmond Gregory Almeida shifted their residence on the First floor and the Plaintiff and Defendant No. I were assigned the ground floor in equal proportion to hold, possess and enjoy the same absolutely.

- The Plaintiff says that his father Edmond Gregory Almeida died on 19th February 3. 1984. After the demise of Edmond Gregory Almeida, the Plaintiff and the Defendant No.1 were represented by deceased Vincent Norbert Almeida that their father had executed a WILL whereby he expressed his desire to distribute the property bearing C.T.S, Ni, 13-A and 13-B of Tika No, 8 and the house standing thereon. Deceased Vincent Norbert Almeida had also represented that on the basis of the so called WILL he has prepared a declaration. The Plaintiff and Defendant No.1 believing in the representation made by deceased Vincent Norbert Almeida signed before the Executive Magistrate. The Plaintiff says that though it was stated in the declaration that the Plaintiff; the Defendant No.1 and deceased Vincent Norbert Almeida were bound by the WILL, the Plaintiff and the Defendant No.1 were not shown the so called WILL at all. The Plaintiff says that the deceased Vincent Norbert Almeida while getting signatures of the Plaintiff and the Defendant No.1 on the declaration dated 29th March 1984 had assured and promised to enter the names of all the 3 brothers in the property register maintained by the City Survey Office. Accordingly a letter dated 24th April, 1985 was addressed to the City Survey Office. for incorporating all the 3 brothers as owners of the property in place of their deceased father Edmond Gregory Almeida. The Plaintiff says that deceased Vincent Norbert Almeida had given a copy of the declaration and the letter dated 24th April 1985 to the Plaintiff and the Defendant No.1, but no copy of the WILL was supplied to the Plaintiff and the Defendant no.1.
- 4. The Plaintiff says that believing in the representation made by the deceased Vincern Norbert Almeids, the Plaintiff and the Defendant No I continued to hold on the ground floor of the structure standing on the land bearing survey No. 13-A and they used and enjoyed the same as absolute owners thereof since the demise of their father. The deceased Vincent Norbert Almeida used the entire first floor. The land bearing C T.S. No. 13-B was a vacant land abetting to the house structure and the same is used by all the occupants of the building namely 3 brothers and their family members. The Plaintiff says that the 3 brothers shared Municipal Tax in proportion to their holding of the house structure till 1996.





The Shiel Defendant Nos. 5 to 8 did not give the tax demand notice

- 5. The Plaintiff says that in or about the year 1996 the Plaintiff noticed that the Defendant No.9 visiting the Defendant Nos. 5 to 8. He had also had a talk with the Plaintiff about his intention to develop the property. However, the terms and conditions proposed by the Defendant No.8 was not acceptable to the Plaintiff and the Defendant No.1. Therefore the Defendant No.4 to 7 started harassing the Plaintiff and his brother. When they found their harassment was not effective they started claiming that the Plaintiff and the Defendant No.1 have no share in the property and the entire property including house structure and open land belonging to Defendant No. 5 to 8. By making such statements the Defendant Nos. 5 to 9 wanted to pressurise the Plaintiff and Defendant No.1 to agree to the terms and conditions put forward by the Defendant No. 9.
- The Plaintiff states that at no point of time the Defendant No. 7 had made any claim over the open land bearing C.T.S. No. 13-B as the legatee of the deceased Edmond Gregory Almeida nor did the Defendant No. 7 get the alleged will probated from the Court of law. The Plaintiff says that the parties being Christians it is absolutely necessary for the claim as a legatee under the WILL to get the same probated. The very fact that the Defendant No. 7 did not get the said WILL probated for the last 18 years speaks the falsity, fraud and dishonesty of the Defendant Nos. 5 to 8 in claiming that the deceased Edmond Gregory Almeida had executed a WILL in favour of the Defendant No. 7. The Plaintiff states that the so called WILL claimed to have been executed by deceased Edmond Gregory Almeida forged and fabricated document or otherwise the said document is not at all legal and valid enforceable. Therefore the same is not binding on the Plaintiff and Defendant Nos. 1 to 4. The Plaintiff states that the circumstances surrounding the alleged WILL gives sufficient and reasonable apprehension that the so called WILL is forged and fabricated documents and that the said WILL is not at all legally valid and enforceable.
- The Plaintiff says that he and the Defendant No.1 had signed the declaration by keeping faith in the words of late Vincent Norbert Almeida and his promise to get the names of Plaintiff and Defendant No.1 entered into the property card registered as owners of the property left behind by their deceased father Edmond Gregory Almeida. The Plaintiff says that inhough the dated purporting to be a sale deed was executed in favour of deceased Vincent Norbert Almeida, at no point of time he has exercised as owner of the said property. On the other hand deceased Edmond Gregory Almeida was exercising all the rights as owner of the said property till his death. Even after his death Mr. Vincent Norbert Almeida himself by his letter dated 24th April, 1985 informed the C. T. S. office to incorporate the names of all the 3 brothers as owner of the property. This act of deceased

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Vincent Norbert Almeida clearly established that the so purporting to be sale of house property to Vincent Narbert Almeida colourable documents and the same was prepared with an intention to obtain low interest

called deed

rate loan from M/s. National Grindlays Bank in the name of the late Vincent Gregory Almeida as he was the employee of the said Bank. Even otherwise assuming without admitting that it was an absolute sale of House property, this Plaintiff says that in spite of the knowledge of such documents executed and registered the Plaintiff and the Defendant No.1 were holding their respective portion of the house property as absolute owners to the knowledge of the deceased Vincent Norbert Almeida, the Defendant Nos 5 to 8 and the public at large knowing the faith of the Plaintiff and Defendant Nos. 1 to 8 and the Plaintiff and Defendant No.1 were exercising of the rights of ownership to their respective portion of the house property on the Ground floor in adverse and hostile to the right title claim and interest of deceased Vincent Norbert Almeida and his legal heirs. Defendant Nos. 5 to 8 for the last 18 years if not more. The Plaintiff and his brother Defendant No. 1 have perfected their right as owners of the respective portion of the

House Property as owners thereof. Therefore Plaintiff and Defendant No. 1 ousted deceased Vincent Norbert Almeida and his legal heirs i.e. Defendant No. 2 to 8 of their right claim interest and title upon the portion of the property in possession use and enjoyment of the Plaintiff and Defendant No. 1

- The Plaintiff further says that in the land bearing C.T.S. No. 13-B, the Defendant no.7 cannot claim absolute and exclusive right upon the said land. His claim that he is legatee of the said land under the WILL allegedly executed by deceased Edmond Gregory Almeida cannot be sustained in law. The Plaintiff specifically denies that the subsistence of any such WILL. Assuming without admitting even if there is any WILL as alleged, the same is not enforceable in law and it cannot divest the right, title, claim and interest of the Plaintiff and Defendant No. 1 to 4 upon the said land.
- In the premises aforesaid this Plaintiff submits that the entire property is the exclusive and absolute property of deceased Edmond Gregory Almeida who died intestate and the Plaintiff and Defendant No.1 being sons. Defendant No.2 daughter and Defendants No.3 and 4 are being grand daughters of the deceased Edmond Gregory Almeida are jointly entitled to 4/5 of share in the said property and 1/5 share goes to Defendant Nos. 5 to 8, The Defendant Nos. 5 to 8 have no exclusive or absolute right over the suit property. Therefore they cannot enter into any agreement with the Defendant No.9 with respect to the entire property. If the Defendant No. 5 to 8 or any one of them had entered into any agreement with the Defendant No.9, the same is not binding and enforceable against this Plaintiff and the Defendant No.1 to 4



endant No.9 has no right to undertake the work of after putting up the construction of a building are likely to hand over the possession of the building to third party and thereby create encumbrances upon the said property and which would further complicate the issue and result into chain of litigations be put to irreparable loss and they will be deprived and denied of their legal rights upon the without the consent, permission or authority of all co-owners. The Plaintiff apprehends that and the Purchasers of flat or premises would also put to suffer on account of the dishonest attempt to put up the structure, the Plaintiff and the other sharers in the property will suit property. . No any one single co-owner can exercise the right upon the entire property if states that if the Defendant Nos. the Defendant No.9 cloping rhe pr nie Plain देख मि(प्राक्रक

bearing Special Civil Suit No. 377 of Plaintiff states that the Defendant No.6 has filed a suit against Plaintiff 00 and Defendant Nos. 5, 7 and Defendant No.1

restrain the Defendant Nos. 5 to 9 from proceeding with the construction work upon the suit

property or create any third party interest thereon.

Therefore it is absolutely necessary

5 to 9.

fraudulent act of the Defendant Nos.

The Defendant No. 6 and 7 had filed their say to the said injunction T. S. No. 13-B is not subject matter of comprehensive suit for partition of suit property and seek the relief of injunction against The Plaintiff and Defendant No.1 appeared and disputed the claim of Defendant No.6 in the In the circumstances the Plaintiff is obliged to file Plaintiff had filed An application for injunction with respect to the land bearing C.T.S. said suit The Defendant No.6 however did not join other co-sharers in the said suit. application and contented that the land bearing C. Sp! Civil Suit No. 377 of 1998. 3-B in the said suit. the Defendants

Hon?ble Court. Therefore it is absolutely necessary in the interest of justice to safe guard the right title and interest of Plaintiff and co-sharers. The Defendants would not suffer any loss No. I to 4 will be suffered adversely if the order of injunction is refused. The status quo with compensated in terms of money. The right claim and interest of the Plaintiff and Defendant There is no other efficacious and If the injunction order is refused, The Plaintiff says that he has got a strong prima facie case for the relief of injunction. the Plaintiff shall be put to suffer great irreparable loss and hardship, which cannot to be maintained by an order of injunction equitable remedy available to the Plaintiff at this stage. Balance of conveyance lies in favour of the Plaintiff. or inconvenience if such an injunction order is granted respect to the suit property is required

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13. The cause of action for filing this suit for partition first arose on 120 1993 where the Defendant No.5 instituted Special Civil Suit No. 377/1998 deaying the view of Plainers and other co-sharers in the suit property bearing C.T.S. No. 13-A and for the number injunction the cause of action arose on 20/05/2002 when the Defendant No.9 performed Bhoomi Puja and started the work of digging the suit land. Both the cause of actions are continued to arise every day there after.

- 14. The suit property situated at Thane within the limits of this Hon'ble Court. Therefore this Hon'ble Court is competent to entertain and try this suit.
- 15. The suit is for partition of the joint property. The suit claim i. e, the share of the Plaintiff in the suit property is valued at Rs.15 lakks and the Plaintiff has paid court fee stamp accordingly.
- 16. The Plaintiff shall rely upon the documents produced herewith and craves leave of this Hon'ble Court to read and rely upon more documents if available and produced during the pendency of the suit.
- 17. It is therefore prayed that:
 - (a) this Hon'ble Court be pleased to declare and decree that the suit property is the genuine property of P¹ intiff and Defendant No. 1 to 8 the Plaintiff has got 1/5 share in the suit property
 - (b) this Hon'ble Court be reased to order and decree for partition of the suit property by metes and bounds and the Plaintiff be given possession of his 1/5th share in the suit property for his absolute use and enjoyment.
 - (c) In the event of failure to partition and give possession of Plaintiff's 1/5th share in the suit property, this Hon'ble Court be pleased to appoint a Court Commissioner for the purpose of partitioning the property into 5 shares and delivery of the actual and physical possession of the Plaintiff's 1/5th share in the suit property.
 - (d) The Defendants and their agents, servants etc. be restrained by an order of injunction from proceeding with the work of construction or doing any acts or deeds which would affect the right title and interest of the Plaintiff and other co-owners upon the suit property by an order of injunction of this Hon'ble Court.



party interest or alienating the possession of the suit property or any part thereof or creating any third party interest upon the suit nts, servants etc. be restrained from creating any property by an order of injunction of this Hon'ble Court. encumbrances

- Pending hearing and final disposal of the suit an interim injunction in terms of prayer (d) and (e) above be granted to the Plaintiff \oplus
- Add interim injunction in terms of prayer (d) and (e) be granted to the Plaintiff till hearing and final hearing of the injunction application. 3
- Any other relief this Hon'ble Court deem just and proper be granted to the \subseteq
- (i) Cost of the suit be awarded to the Plaintiff.

Mins g. Almeida

Thane

Date:11/11/2002.

VERTRICATION

ALMEIDA the Plaintiff above named do hereby state on correct to the best of my personal knowledge, belief and information and the contents of paragraphs 13 to 16 are legal submissions and paragraph No. 17 is reliefs claimed by the that whatever stated in paragraphs No. 1 to 12 above are true and plaintiff. And the same are believed to be true and correct. In witness I have signed this suit on this 11th day of November, 2002, JOSEPH I ELDRED solemn affirmation

Mrs. D. Almed

> VI Affmeide

Date: 11th day of October, 2002

Thane,

Amended plaint filed

Nocare for the Plaintiff.

The second

एम. एस. वारघः ब्रह्माध्ये

टनन १

दस्त कि एए ए०



प्रमाणपत्र क्रमांक / Certificate No.

0024475



महाराष्ट्र शासना

GOVERNMENT OF MAHARASHTRA अवारोग्य विभाग

HEALTH DEPARTMENT

ठाणे महानगरपालिका, ठाणे. THE MUNICIPAL CORPORATION OF THE CITY OF THANE.

मृत्यु प्रमाणपत्र DEATH CERTIFICATE

. जन्म व मृत्यु नोंदणी अधिनियम, १९६९ च्या कलम १२/१७ आणि महाराष्ट्र जन्म आणि मृत्यु नोंदणी नियम, २००० चे नियम ८/९३ अन्वये देण्यात आले आहे.)

(Issued under section 12/17 of the Registration of Births & Deaths Act, 1969 and Rule 8/13 of the Maharashtra Registration of Births and Deaths Rules, 2000.)

पमाणत करण्यात येत आहे की, खालील माहिती मृत्युच्या मूळ अभिलेखाच्या नोंदवहीतून मेण्यात आली आहे, जी की ठाणे महानगरपालिका, UTHALSAR जिल्हा ढाणे, महाराष्ट्र गुज्याच्या मोदवहीत उल्लेख आहे. ठाणे बर्स

This is to certify that the following information has been taken from the original record of death which is the register for of District Thane of Maharashtra State. Thane Municipal Corporation, of Ward

मृताचे पूर्ण नाव :

Full Name of Deceased DORIS ROSE ALMEIDA

लिंग:

Sex: FEMALE

मृत्यु दिनांक :

Date of Death: 02/05/2014

मृत्युचे ठिकाण :

Place of Death AT HOME THANE

आईचे पूर्ण नाव :

Full Name of Mother:

विडलांचे /पतीचे पूर्ण नाव :

Full Name of Father/Husband : ELDRED JOSEPH ALMEIDA

मयत व्यक्तीचा मृत्यूसमयीचा पत्ता :

Address of the deceased at the time of death:

AHED OPPIHOLY CROSS CONVENT SCHIKVILLA THANE

मयत व्यक्तीचा कायमचा पत्ता :

Permanent address of the deceased:

A-130 OPP.HOLY CROSS CONVENT SCH.KVILLA THANE

नोंदणी क्रमांक :

1588

Registration No.:

नोंदणी दिनांक :

Date of Registration:

27/08/2014

शेरा :

Remarks (If any)

प्रमाणपत्र दिल्याचा दिनांकः :

Date of issue of Certificate:

Address of the issuing authority:
Birth and Death Department प्राधिकाऱ्याचा पत्ता :

निर्गेमित करणाऱ्या प्राधिकाऱ्याची सही

Signature of the issuing authority

Uthalser Ward Office Thane Municipal Corporation

Thane.

Ensure Registration of every birth & death

प्रत्येक जन्म आणि मृत्युची घटना नोंदल्याची खात्री करा"

Scanned with CamScanner

005074 प्रमाणपत्र क्रमीक / Certificate No.

नमुना - ६ / Form -



GOVERNMENT OF MAHARASHTRA

3173-27 [Q-1-1] 2118 HEISTON

HEALTH DEPARTMENT

包 ठाणे महानगरपालिका, Thane Municipal Corporation of the City of Thane,



HAY DAIMENTS
DEATH CERTIFICATE

। जम य मृष्यु मोदणी अभिनेयम्, १९६५ च्या कातम् १२८१७ अतीत् महाराष्ट्रं जमा आणि मृष्यु गोदणी मिष्या, २००० में निष्य ८८१३ अन्यां राष्यात असते अस

desuced under section 12/17 of the Registration of Births & Deaths Act, 1969 and Rule 8/13 of the Maha Registration of Births and Deaths Rules, 2000.)

गा स्थानकी ज मेखोटका तील अधिकारका

as been taken from the original record of death which is the register for HEAD OFFICE that the follow Pho soconi Mumcjpat Corps 5

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Place of Death मृत्युद्धे विकास

20/03/2006

DIVINE BRAIN HOSP & TRAUMA CENTRE THANE बहिलांचे /पतीये पूर्ण नाव

EDMUND OREGORY ALABIDA मन्त व्यक्तीया कायमचा पत्ता

Permanent address of the deceased:

Address of the deceased in the time of death

मयत ज्यवतीया मृत्यूसमयीया फता

ull name of Mether

आर्थिय पूर्ण काव

D.K.VILLA OPPHOLY CROSS CONVENT SCHOOL THANE

Dute of Registration: नोट्जी दिनाका

Regalitation No.

नीहणी क्रम्बक

Signature of the issuing authority निर्मायन बर्त्याचा ग्राधिकरच्याची सह MAN KINK

24/109/200

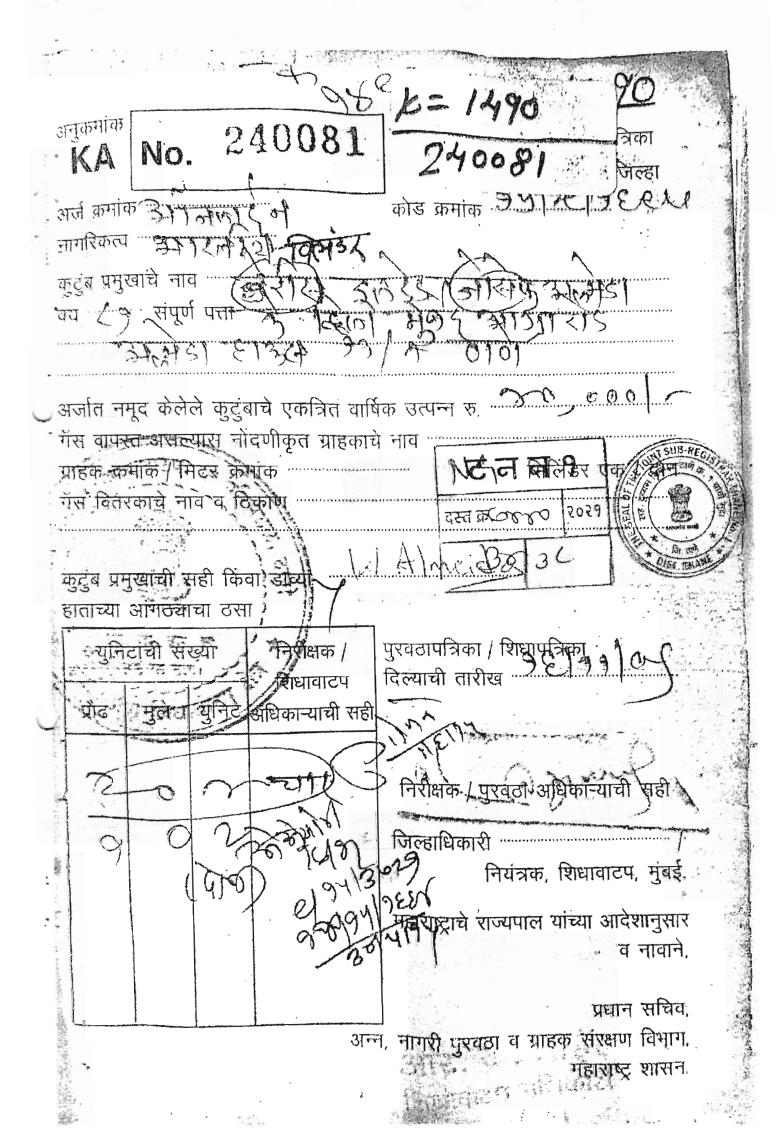
Date of issue of Certificate:

प्रमाणपत्र दिल्न्याचा दिनाकः

Remarks (Hatty)

प्रत्येक जन्म आणि मृत्युची पटना मीदल्याची खात्री करा

Ensure Registration of every birth & de



400 6798/26/0 शिधावाटप निरीक्षक / अधिका-याची 1 संदर्भ क्रमांक समाविष्ट असलेली कृटुंब प्रमुखाशी 铝 5 पुरवटापत्रिकेत / शिधापत्रिकेत वय जुना पुरवंता'/ शिधापत्रिका क्रमांक रास्तमाव / अ. शि. दुकान क्रमांक नीव शुल्क A. क्रमाक अन् なるからなりなの 10 16

रुप्त दुयान गत्रिकेस चाळीस पत्रिकंस वीस रुपते, 130



थाई तेंखा संख्या /PERMANENT ACCOUNT NUMBER

AAOPJ7283J

मोद्धिपयाचा क्रमोकः/ Enrollment No 2085/28016/23046

To, चिन्दुर जोसेफ अल्मेईडा Wilbur Joseph Almeida Room No. 13/A.

Government of Indi

भारत सरकार

Mumbai Pune Road
Opp. Holy Cross School K Villa, Thane West
Thane
Thane
Thane Thane
Thane Thane
Maharashtra 400601
9987307336

\$8,08/5048

स्थायी लेखा पंख्या कार्ड ransni Account Number

DQSPA6245J

आयकर विभाग

INCOME TAX DEPARTMENT

HIRINADA WILBUR JOSEPH ALMEIDA

Ref: 17799 / 03G / 5087876 / 5088022 / P

RAMESH JAGANNATH JADHAV

पिता का नाम /FATHER'S NAME JAGANNATH DHONDU JADHAV

जन्म तिथि IDATE OF BIRTH 24-04-1954

FTHINK ISIGNATURE offen

आयकर आयुक्त-1. पुणे

Ramesh Jagannath Jadhav जन्म तारीख/ DOB: 24/04/1954 पुरुष / MALE

2731 4147 4379

माझे आधार, माझी ओळख

आयकर विभाग भारत सरकार INCOME TAX DEPARTMENT GOVT. OF INDIA NISHANT RAMESH JADHAV RAMESH JAGANNATH JADHAV 26/11/1981 AAPPJ1657H

आधकर विभाग INCOME TAX DEPARTMENT NOEL RUFUS REMEDIOS



मारत सरकार GOVT OFINDIA

AUFUS REMEDIOS

29/12/1979 AINPR1718D





73/7440 सोमवार,31 मे 2021 1:39 म.नं.

दस्त गोषवारा भाग-1

टनन1 303 C दस्त क्रमॉक: 7440/2021

दस्त क्रमांक: टनन1 /7440/2021

बाजार मुल्य: रु. 56,85,616/-

मोबदला: रु. 60,00,000/-

भरलेले मुद्रांक शुल्क: रु.3,60,000/-

दु. नि. सह. दु. नि. टनना यांचे कार्यालयात

अ. क्रं. 7440 वर दि.31-05-2021

रोजी 1:37 म.नं. वा. हजर केला.

पावती:9137

पावती दिनांक: 31/05/2021

सादरकरणाराचे नाव: श्री. रमेश जगन्नाथ जाधव - -

नोंदणी फी

₹. 30000:00

दस्त हाताळणी फी

₹. 760,00

पृष्टांची संख्या: 38

एकुण: 30760.00

दस्त हजर करणाऱ्याची सही:

Sub Registrar Thane 1

Sub Registrar Thane 1

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असजेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का कं. 1 31 / 05 / 2021 01 : 37 : 03 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 31 / 05 / 2021 01 : 38 : 10 PM ची वेळ: (फी)

नमाणित करण्यात यत की, सदर इस्तऐवजास जोडलेली पूरक कागदपत्रे ही अस्सल व खरी आहेत. तथापि खोटी। बनावट आइकून अप्तर्म, बेहरी अधिनयम १९०८ वे कलम ८८ जो होनाऱ्या करवाईस

आम्ही व्यक्तीस ज्याबदार सहू.

Walmeida

fe jun:



इस्त गोंघवारा भाग-2

इनग1 दस्त क्रमोक:7440/2021

31/05/2021 1 45:04 PM

दस्त क्रमांक :दनन1/7440/2021 दम्लाचा प्रकार :-करारनामा

अन् क्र. पथकाराचे ताव व पना पक्षकाराचा प्रकार

लिंहून घेणार

द्धायाचित्र अंगरुगाचा उसा

नाव:श्री, बिलवर जोनफ अल्मेडा - -

लिहून देशार पत्ता:फ्लांट नं: -, माळा नं: -, इमारतींचे नाव: 13-ए, मुबंई पूणे रोड,, वय :-63 क्लॉक न: हॉली काम शाळेर मोर, के-ब्लिला, रोड नं: ठाणे-प.,

Almeido



महाराष्ट्र, ठाणे. पॅन नंबर:DQSPA6245J

पॅन नंबर:AAOPJ7283J

नान:थी. रमेश जगनाथ जाधव - -पत्ताः प्लोट तं: -, माळा तं: तळमजला,, इमारतीचे नाव: अभियादन विन्हींग,, ब्लॉक नं: अंबेडकर चौक, गींखले रोड,, रोड नं: हाफ़े-प. महाराष्ट्र, टाणे

वय :-67





यरील दस्तांच्या करूत देणार तथाकथीत करारनामा चार दस्त ऐखा करूत दिल्याचे कृत्वं करतात. थिका क3 ची बेळ:31 / 05 / 2021 01 : 42 : 43 PM

ऑक्टा-

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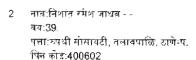
खालील इसम असे निवेदीत करतात की ते दस्ताऐवज करून देणा-यानां व्यक्तिशः ओळखत्रत, व त्यांची ओळख पटवितात

अनुक्र, पक्षकाराचे ताच च पना

नाव:नोण्न रिमेटिअस - -नय:42 पत्ताःके-व्हिला, राणे-प. गिन कोइ:400601













शिलको ж.4 भी केळ: 31 / 05 / 2021 01 : 43 : 43 PM

थिक्का क.5 ची बेळ:31 / 05 / 2021 01 : 44 : 03 PM नोंदणी पुम्तक 1 मध्ये

Sub Registrar Thane 1

Payment Details.

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Lidence,	Amount	Used At	Deface Number	Deface Date
1	RAMESH JAGANNATH JADHAV	eChallan	69103332021053110052	MH001666784202122E	360000.00	SD	0000802422202122	31/05/2021
2		By Cash			760	RF		
3	RAMESH JAGANNATH JADHAV	eChallan		MH001666784202122E	30000	RF	0000802422202122	31/05/2021

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

7440 /2021

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2. Get print immediately after registration



a@gmail.com हस्त कमांक 🗘 📉 🗞 १८०१४, वर मॉटल असून त्यास एकूण 3 . पाने आहर.