

13 May, 2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 3

दस्त क्रमांक : 2274/2014

नोदणी 63

Regn. 63m

गावाचे नाव : बोरीवली

- (1) विलेखाचा प्रकार
- (2) मोबदला
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)
- (4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)
- (5) क्षेत्रफळ
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

करारनामा
रु.4,500,000/-
रु.4,555,000/-

434, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: शॉप नं 1, माळा नं: तळ मजला , इमारतीचे नाव: अभय को ऑपरटिव्ह ह्याउसिंग सोसायटी लीमीटेड , ब्लॉक नं: वजिरा नाका , रोड : पडित एम के मार्ग बोरीवली वेस्ट मुंबई 91, इतर माहिती: क्षेत्रफळ 250 चौ. मी. विल्ट अप 250.00 चौ.फूट

- 1) नाव:- संजुळा नागजी मारू ;वय: 72;
पत्ता :-प्लॉट नं: 9ए 191, माळा नं: -, इमारतीचे नाव: पुश्कराज सदन, ब्लॉक नं: -, रोड नं: स्टेशन रोड वडाला वेस्ट महाराष्ट्र, मुंबई.
पिन कोड:- 400051
पॅन नंबर: AAYPM9384M
- 2) नाव:- हिना मुकेश मारू ;वय: 45;
पत्ता :-प्लॉट नं: 9ए 191, माळा नं: -, इमारतीचे नाव: पुश्कराज सदन, ब्लॉक नं: -, रोड नं: स्टेशन रोड वडाला वेस्ट महाराष्ट्र, मुंबई.
पिन कोड:- 400051
पॅन नंबर: AJJPM6752F
- 3) नाव:- जितेंद्र नागजी मारू (मान्यता देणार) ;वय: 38;
पत्ता :-प्लॉट नं: 9ए 191, माळा नं: -, इमारतीचे नाव: पुश्कराज सदन, ब्लॉक नं: -, रोड नं: स्टेशन रोड वडाला वेस्ट महाराष्ट्र, मुंबई.
पिन कोड:- 400051
पॅन नंबर: ADVPM4916F
- 4) नाव:- अनिकेत मुकेश मारू (मान्यता देणार) ;वय: 19;
पत्ता :-प्लॉट नं: 9ए 191, माळा नं: -, इमारतीचे नाव: पुश्कराज सदन, ब्लॉक नं: -, रोड नं: स्टेशन रोड वडाला वेस्ट महाराष्ट्र, मुंबई.
पिन कोड:- 400051
पॅन नंबर:
- 5) नाव:- वेनील मुकेश मारू तर्फे अ. पा. क. हिना मुकेश मारू (मान्यता देणार) ;वय: 45;
पत्ता :-प्लॉट नं: 9ए 191, माळा नं: -, इमारतीचे नाव: पुश्कराज सदन, ब्लॉक नं: -, रोड नं: स्टेशन रोड वडाला वेस्ट महाराष्ट्र, मुंबई.
पिन कोड:- 400051
पॅन नंबर:

- (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास प्रतिवादिचे नाव व पत्ता

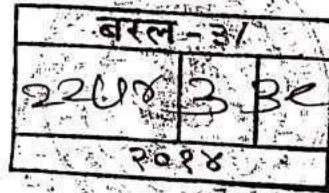
- 1)नाव:- राजेश हसमुखलाल पांचाल ; वय:58;
पत्ता:-प्लॉट नं: 502, माळा नं: -, इमारतीचे नाव: रिद्धी सिद्धी अपार्टमेंट , ब्लॉक नं: जय राज नगर , रोड नं: बो वेस्ट , महाराष्ट्र, मुंबई. ;
पिन कोड:- 400091;
पॅन नं:- AKWPP2637G;
- 2)नाव:- सनी राजेश पांचाल ; वय:29;
पत्ता:-प्लॉट नं: 502, माळा नं: -, इमारतीचे नाव: रिद्धी सिद्धी अपार्टमेंट , ब्लॉक नं: जय राज नगर , रोड नं: बो वेस्ट , महाराष्ट्र, मुंबई. ;
पिन कोड:- 400091;
पॅन नं:- AOIPP3497A;



- (9) दस्तऐवज करून घेणा-या पक्षकाराचे नाव व पत्ता
- (10) दस्त नोंदणी केल्याचा दिनांक
- (11) अनुक्रमांक, खंड व पृष्ठ

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सह दुय्यम निबंधक, बोरीवली क्र. 3,
मुंबई उपनगर जिल्हा.



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SALE DEED

THIS SALE DEED made and executed entered into at Mumbai this 21st day of April 2014, 1) Smt. Manjula Nagji Maru, age 72 years, PAN NO. AAYPM9384M, 2) Smt. Hina Mukesh Maru, age 45 years, PAN NO. AJJPM6752F, both residing at Flat No. 9A, 191, PUSHKRAJ SADAN, Station Road, Wadala (West), Mumbai 400 051 Herein after called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, administrators, legal representatives, executors and assigns) on the FIRST PART and 1) Shri Jitendra Nagji Maru, age 38 years, PAN NO. ADVPM4916F, 2) Shri Aniket Mukesh Maru, age 19 years and 3) Master Venil Mukesh Maru, age 17 years (through his Mother Smt. Hina Mukesh Maru as he is a minor) all residing at Flat No. 9A,191, PUSHKRAJ SADAN, Station Road, Wadala (West), Mumbai 400 051, herein after called "THE CONSENTING PARTY" (which expression shall

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unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, administrators, legal representatives, executors and assigns) on the SECOND PART and 1) **Shri. Rajesh Hashmukhlal Panchal**, age 56 years, PAN NO. AKWPP2637G and 2) **Shri Sunny Rajesh Panchal**, age 29 years, PAN NO. AOIPP3497A both adults, Indian Inhabitants, having address at Flat No. 502, Riddhi Siddhi Apartment, Jayraj Nagar, Borivali (W), Mumbai-400 092, Herein after called "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, administrators, legal representatives, executors and assigns) on the THIRD PART.

WHEREAS late Shri Nagji V. Maru had purchased the shop in joint names being Shop No. 1, Ground Floor, Abhay Co-operative Housing Society Ltd., situated at Plot No. 434, Pandit Malharrao Kulkarni Marg, Vazirpur, Borivali (W), Mumbai-400 091, admeasuring 250 Sq. Ft. along with his wife i.e. Smt. Manjula Nagji Maru (Transferor No. 1) and his daughter in-law i.e. Smt. Hina Mukesh Maru (Transferor No. 2), herein after referred to as "the said shop" for



the said Abhay Co-operative Housing Society is a registered society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing Registration

REG. NO. MUM/SRA/HSG/TC/11013/2005 (herein after referred to as the said Society).		
2208	00	3e
WHEREAS pursuant to the same the said Shri Nagji V. Maru was the		

bona- fide joint member of Abhay Co- operative Housing Society Limited holding Five fully paid-up shares of the face value of Rs. 50/- (Rupees Fifty only) each, bearing distinctive nos. 401 to 405 (both inclusive) Vide Share Certificate No. 81 of the said Abhay Co-operative Housing Society Limited. That the said Shri Nagji V. Maru during his lifetime had preferred a NOMINATION in the favor of Smt. Manjula Nagji Maru (Transferor No. 1) and Smt. Hina Mukesh Maru (Transferor No. 2).

WHEREAS the said Shri Nagji V. Maru expired on 01/08/2008 leaving behind him the TRANSFERORS herein above and the CONSENTING PARTIES as the only legal heirs as per the Hindu Succession Act. That, the said deceased member Shri Nagji V. Maru during his lifetime had

Hina. [Signature]

21/3/08 01/08/2008 21/3

[Signature]

preferred NOMINATION in the favor of Transferor No. 1 and 2 herein, the society, after following the due process laid down in the Bye- laws transferred the said shares in the favour of Smt. Manjula Nagji Maru (TRANSFEROR No. 1) and Smt. Hina Mukesh Maru (TRANSFEROR No. 2) being entitled to the said shop and the above said shares after his death in the light of appropriate documents preferred by the other legal heirs of the deceased member. And by virtue of the same Smt. Manjula Nagji Maru and Smt. Hina Mukesh Maru become bonafide joint members of Abhay Co- operative Housing Society Limited.

HOWEVER, in the absence of a WILL the TRANSFERORS and the CONSENTING PARTY herein above became entitled to their un- divided share in the right, title and interest in the said shop as per the Hindu Succession Act.



AND WHEREAS the TRANSFERORS herein are the joint owners of their respective un- divided rights in the said shop and/or of their share are well and sufficiently entitled to and/or are lawfully seized and possessed of and own, on what is popularly known as "Ownership basis", the above said Shop No. 1, Ground Floor, Abhay Co-operative Housing Society Ltd., situated at Plot No. 434, Pandit Malharrao Kulkarni Marg, Vazira Naka, Borivali (W), Mumbai-400 091, under District and Sub- District of Mumbai City and Mumbai Suburban.

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THAT the TRANSFERORS herein jointly wish to sell the said shop with the consent of the CONSENTING PARTY and their rights, title's and interest in the above said shop owned by them to the TRANSFEREES and that the TRANSFEREES herein also are in need of the same and as such wish to purchase the said shop from the TRANSFERORS.

AND WHEREAS the TRANSFERORS had agreed to sell the said shop with the consent of the CONSENTING PARTY to the TRANSFEREES and the TRANSFEREES had agreed to purchase from the TRANSFERORS, the said Shop No. 1, Ground Floor, Abhay Co-operative Housing Society Ltd., situated at Plot No. 434, Pandit Malharrao Kulkarni Marg, Vazira Naka, Borivali (W), Mumbai-400 091, admeasuring 250 Sq. Ft. Built-up area (approx.), along with its rights, title and interest and the said five shares along with the occupancy rights for the **consideration price of Rs. 45,00,000/- (Rupees Forty Five Lac Only)** and upon the terms and conditions agreed upon by the parties hereto.

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AND WHEREAS the TRANSFERORS herein are legally entitled to sell and/or dispose of and/or transfer and/or assign the said shop and the said five shares of the said Society along with their occupancy rights in respect of the said shop.

AND WHEREAS the TRANSFERORS assured the TRANSFEREES and the TRANSFERORS also doth hereby declare that they have not created nor any one on their behalf have caused or created any charge, interest, lien, claim, mortgage or otherwise in any manner whatsoever or have encumbered the said shop or part thereof and/or the said shares of the said Abhay Co- operative Housing Society Limited.

AND WHEREAS the TRANSFERORS have assured the TRANSFEREES and the TRANSFERORS doth hereby declare that their title, ownership and possession of the said shop and also TRANSFERORS Nos.1 and 2's membership of the Abhay Co- operative Housing Society Limited, is free from all encumbrances whatsoever.

AND WHEREAS the TRANSFERORS herein have made aware and advised the TRANSFEREES that they have paid the upto date dues and maintenance charges to the society that no amount is due and outstanding in their or TRANSFERORS Nos.1 and 2's name/s, which is due and payable by them to the said society.

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AND WHEREAS the TRANSFERORS herein have agreed to pay and square off, if any, the dues and maintenance amount to the said society before the commencement of the dealing for the said shop in question as decided by the parties as per the terms and conditions of this Deed till the date of handing over the vacant and peaceful possession of the said shop to the TRANSFEREES.

AND WHEREAS the parties are now desirous of reducing the terms and conditions for sale of the said shop as are appearing herein after.

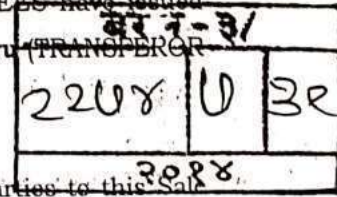
NOW THESE ARTICLES OF SALE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Shri. 

श्री (ग) ०१११३ श्री ३

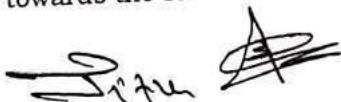
1. The TRANSFERORS with the consent of the CONSENTING PARTY hereby sell, assign, transfer and/or convey UNTO and in favor of the TRANSFEREES and the TRANSFEREES hereby jointly purchased the said shop along with its all rights, title, interest, ownership, shares and benefits in respect of the said shop being Shop No. 1, Ground Floor, Abhay Co-operative Housing Society Ltd., situated at Plot No. 434, Pandit Malharrao Kulkarni Marg, Vazira Naka, Borivali (W), Mumbai-400 091, along with the five shares of face value of Rs. 50/- (Rupees Fifty only) each bearing distinctive nos. 401 to 405 (both inclusive) Vide **Share Certificate No. 81** of the said Abhay Co-operative Housing Society Limited, which is free from all encumbrances whatsoever and absolutely forever, for a total **consideration price of Rs. 45,00,000/- (Rupees Forty Five Lac Only)** being the full consideration amount payable by the TRANSFEREES to the TRANSFERORS for the purchase of the said shop under this Sale Deed. That the TRANSFEREES have issued the cheque/s in favour of **Smt. Manjula Nagji Maru** (TRANSFEROR No. 1) solely.



2. That it is mutually agreed by and between the parties to this Sale Deed herein that the TRANSFEREES herein have already made the payment of the agreed consideration value of Rs. 45,00,000/- (**Rupees Forty Five Lac Only**) to the TRANSFEROR in the following manner: -

- **Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand Only)** paid by cheque dated 03/09/2013 bearing No. 182066 drawn on India Bank, Borivali (W) Branch, towards the payment of Consideration towards the said sale transaction.
- **Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand Only)** paid by cheque dated 09/09/2013 bearing No. 182067 drawn on New India Bank, Borivali (W) Branch, towards the payment of Part Consideration towards the said sale transaction.
- **Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand Only)** paid by cheque dated 15/09/2013 bearing No. 094154 drawn on HDFC Bank, Borivali (W) Branch, towards the payment of Part Consideration towards the said sale transaction.



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

SIGNED SEALED AND DELIVERED

दि ३१/०७/२०१८

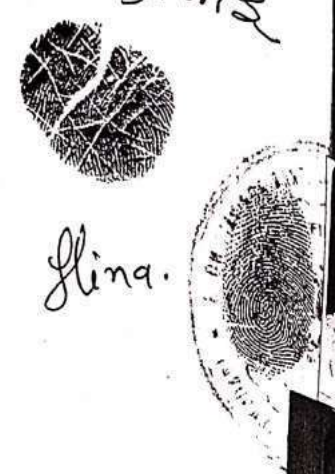
By the within named TRANSFERORS

- 1. Smt. Manjula Nagji Maru
- 2. Smt. Hina Mukesh Maru

In presence of

Witness:

- 1) CMR Yogesh S Naikwadi
- 2) Lakshmi Koli Dikale



SIGNED SEALED AND DELIVERED

By the within named TRANSFEREES

- 1. Shri Rajesh Hashmukhlal Panchal
- 2. Shri Sunny Rajesh Panchal

In presence of

Witness:

- 1) CMR Yogesh S Naikwadi
- 2) Lakshmi Koli Dikale



SIGNED SEALED AND DELIVERED

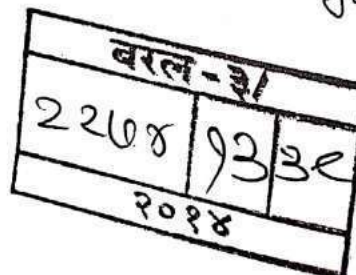
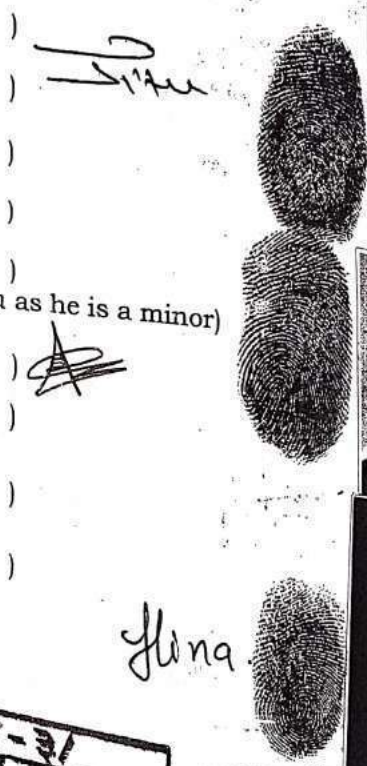
By the within named CONSENTING PARTY

- 1. Shri Jitendra Nagji Maru
- 2. Shri Aniket Mukesh Maru
- 3. Master Venil Mukesh Maru
(Through his Mother Smt. Hina Mukesh Maru as he is a minor)

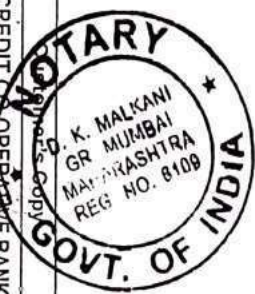
In presence of

Witness:

- 1) CMR Yogesh S Naikwadi
- 2) Lakshmi Koli Dikale



CITIZEN CREDIT CO-OP BANK LTD. Lic # D-5/STP/V/RA/B/09/06/08/208-211 Br. Borivali (West) E.M. Date 09/04/2014 PAN: Not Stamped Mumbai		Rs. 5000/-	Rs.
Fraking Vattel	Service Chgs (Rs. 10 per doc)	Rs.	Rs.
TOTAL		Rs.	Rs.
Name of the stamp duty paying person Smt. Manjula Maru Father. Shripad Maru Hq. Soc. 1st Floor, Akshay Co-op Housing Society Ltd. 09-91			
DD / Cheque / Drawn on Bank			
Tran ID			



NOTARIAL REG. SR. NO. 10364/14

AFFIDAVIT- CUM - INDEMNITY BOND

We, Deponents 1) Smt. Manjula Nagji Maru, age 72 years, PAN NO. AAYPM9384M, 2) Smt. Hina Mukesh Maru, age 45 years, PAN NO. AJJPM6752F, 3) Shri Jitendra Nagji Maru, age 38 years, PAN NO. ADVPM4916F, 4) Shri Aniket Mukesh Maru, age 19 years and 5) Master Venil Mukesh Maru, age 17 years (through his Mother Smt. Hina Mukesh Maru as he is a minor), Indian Inhabitant and all residing at Flat No. 9A,191, Pushkraj Sadan, Station Road, Wadala (West), Mumbai 400 051, do, hereby state and declare on solemn affirmation as follows:-

We state and declare that Deponent No. 1 is the mother-in law of Deponent No. 2 and mother of Deponent No. 3 and Deponent No. 2 is mother of Deponent Nos. 4 and 5 by relation

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We further state and declare that Shri Nagji V. Maru is late husband of Deponent No. 1 and father-in law of Deponent nos. 2 along with Deponent Nos. 1 and 2 was the joint onwer of commercial premises being Shop No. 1, Ground Floor, Abhay Co-operative Housing Society Ltd situated at Plot No. 434, Pandit Malharrao Kulkarni Marg, Vazira Naka Borivali (W), Mumbai-400 091, admeasuring 250 Sq. Ft. carpet area herein after referred to as "the said shop" for the sake of brevity. Whereafter subsequently the said society was caused to be registered as Akshay Co-operative Housing Society Limited. Such that late Shri Nagji V. Maru, Deponent no. 1 and 2 were the joint members of Akshay Co-operative Housing Society Limited.

For CITIZEN CREDIT CO-OP BANK LTD.
BORIVALI
BANK LTD., I.C. COLONY,
BORIVALI (W),
MUMBAI-400 103.
D-5/STP(V)/C.R.1009/06/
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Hina.

Hina.

Share Certificate No.

001

Member's Regn. No. 78

No. Of Shares 5

SHARE CERTIFICATE

ABHAY CO. OP. HOUSING SOCIETY LIMITED

Plot No. 434, Pt. Malharrao Kulkarni Marg, Opp. Don Bosco School,
Vazira, Borivali (W), Mumbai - 400 091

Reg. No. MUM / S. R. A. / HSG. / (TC) / 11013 / 2005

(Registered under the Maharashtra Co - operative Societies Act, 1960)

Registration. No. 81

Date 11 9 OCT 2006

This is to certify that Shri / Smt. / M/s. N. V. Maru

is the Registered Holder of 5 fully paid up Share of Rs. FIFTY each
numbered from 401 to 405 both inclusive, in _____, ABHAY CO. OP.
HOUSING SOCIETY LIMITED. Plot. No. 434, Pt. Malharrao Kulkarni Marg, Opp. Don Bosco School,
Vazira, Borivali (W), Mumbai - 400 091. subject to the Bye - Laws of the said Society.

Given under the Common Seal of the said Society. At Mumbai On 12th this July
day of 20 06.



Authorised M. C. Member

Secretary

Chairman