

Friday, October 21, 2008

10:42 PM

Original

नोंदणी ३९ म.

Regn. ३९ M

पावती

पावती क्र. : 9533

दिनांक 21/10/2008

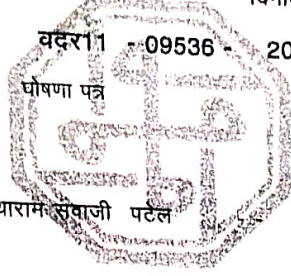
दात्याचे नाव चारकोण

दस्तावेजाचा अनुक्रमांक

वदर 11 - 09536 - 2008

दस्तावेजाचा प्रकार

घोषणा पत्र



सादर करणाराचे नाव: चौधाराम सुवाजी पटेल

नोंदणी फी

:- 6480.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:- 500.00

सजवात (अ. 12) व छायाचित्रण (अ. 12) > एकत्रित फी (25)

एकूण रु.

6980.00

आपणास हा दस्त अंदाजे 4:34PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली 5

बाजार मूल्य: 648000 रु.

मोबदला: 225000 रु.

रिजले मुद्रांक शुल्क: 17630 रु.

संकेत प्रकार : डीडी/घनाकर्षाद्वारे;

बँकचे नाव व पत्ता: देना बँक चारकोण ;

डीडी/घनाकर्ष क्रमांक: 515564; रक्कम: 6480 रु.; दिनांक: 11/10/2008

मुंबई उपनगर जिल्हा.

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON.....23/10/08

Customer's Copy

**THE KAPOL CO-OP. BANK LTD.**  
FRANKING DEPOSIT SLIP 1.10.08  
Branch: BORIVALI Date: 1.10.08  
Pay to: Acct. Stamp Duty 123344

Franking Value	Rs. 100-
Service Charges	Rs. 10-
TOTAL	Rs. 110-

Name of the person for whom stamp duty is impressed  
Chautharam S. Patel

Name & Address of the Stamp duty paying party  
Chautharam S. Patel  
Plot no 242, D-44  
Charkop (East) Kandivli (West)  
Mumbai-400 067  
Tel./Mobile No. 8963829406

DD / Cheque No. Cash

Drawn on Bank Cash

Trans ID \_\_\_\_\_

Franking Sr. No. \_\_\_\_\_

Cashier \_\_\_\_\_

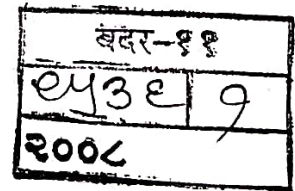


: DEED OF DECLARATION :

THIS DEED OF DECLARATION is made and entered into at Mumbai on this 21<sup>st</sup> day of October, 2008, by CHAUTHARAM SAWAJI PATEL, aged about 37 years, an adult, Indian, Inhabitant of Mumbai, presently residing at Room No. D-44, CHARKOP (I) BHAVANI Co-op. Hsg. Soc. Ltd., Plot No. 242, Sector No. 2, Mhada Layout, Charkop, Kandivli (West), Mumbai. 400 067, hereinafter referred to as the "DECLARANT" (which expression shall, unless it be

**FOR THE KAPOL CO-OP. BANK LTD.**  
 The Kapol Co-operative Bank Ltd.,  
 Borivali Branch, Bhandarkar Bhavan,  
 S.V. Road, Borivali (W),  
 Mumbai-400 099  
 Registered Office: R. 1061/09/MS/2005-2008

*Patel*



29187  
 170569  
 R.00001001-PB5498  
 280 280 280 000 000 280 280 13:38  
 INDIA STAMP DUTY MAHARASHTRA  
 29 OCT 21 2008  
 13:38

repugnant to the context or contrary to the meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the PARTY OF THIS DEED;

WHEREAS an Agreement for Sale dated 27th day of December, 2001 (hereinafter referred to as "the SAID AGREEMENT FOR SALE") made between MR. ANIL LAXMAN TOND-WALKAR, therein referred to as "THE VENDOR" of the ONE PART AND CHAUTHARAM SAWAJI PATEL, DECLARANT herein, therein referred to as "THE PURCHASER" of the OTHER PART, the Vendor sold and the Declarant purchased and acquired a Room on ownership basis viz. Room No.D-44 situated at CHARKOP(I) BHAVANI Co-op.Hsg.Soc.Ltd., Plot No.242, Sector No.2, Mhada Layout, Charkop, Kandivli (West), Mumbai.400 067, admeasuring about 40 sq.mtrs., (hereinafter referred to as "the SAID PREMISES") more particularly described in the schedule hereunder written, for the agreed price and more particularly mentioned therein, the said price and consideration was paid by the Declarant to the Vendor.

AND WHEREAS on execution of the said Agreement for Sale, the Vendor in the said Agreement handed over the actual, physical, peaceful and peaceful possession of the said Room, more particularly described in the schedule hereunder written to the Declarant herein and since then the Declarant is in continuous use, occupation and possession of the said Room as absolute Owner thereof and further by virtue of the said Agreement, the Declarant is entitled to become the member of CHARKOP(I) BHAVANI Co-op.Hsg.Soc.Ltd.



*Patel*

बंदर-११
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ROOM

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AND WHEREAS the said Agreement for Sale dated 27th day of December, 2001 is not registered in the Office of the Sub-Registrar of Assurances, Mumbai Suburban District.

AND WHEREAS the said Vendor is not traceable and therefore unable to remain present before the Sub-Registrar of Assurances, Mumbai Suburban District, to admit the execution of the said Agreement, to register the same, therefore the Declarant herein has agreed to remain present before the Sub-Registrar of Assurances, Kandivli, Mumbai Suburban District, to admit and confirm the execution of the said Agreement and to register the same.

AND WHEREAS the Declarant has paid the applicable Stamp Duty and agrees to pay the Registration Fees, to register this Deed of Declaration.

NOW THEREFORE THIS DEED OF DECLARATION WITNESSETH AS UNDER :

(1) The Declarant hereby confirm that the said Agreement for Sale dated 27th day of December, 2001 entered into by and between the Vendor and the Declarant, and declare that the said Agreement for Sale is valid, subsisting, existing and binding and the same has not been rescinded, annulled or cancelled and the said Agreement for Sale dated 27th day of December, 2001 is annexed hereto.



*[Handwritten signature]*

बंदर-११	
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(2) The Declarant has paid the applicable Stamp Duty and agrees to pay the Registration Fees.

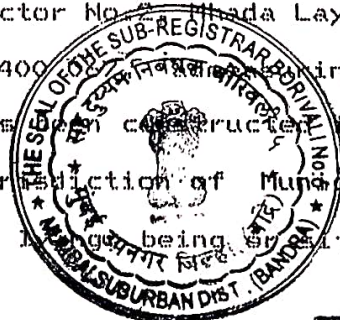
(3) The Declarant hereby declare that these presents and the said Agreement for Sale dated 27th day of December, 2001 shall be read together and shall be construed accordingly.

(4) The Declarant hereby agree to remain present before the Sub-Registrar of Assurances, Kandivli, Mumbai Suburban District, to admit the execution hereof and register this Deed.

(5) The Declarant hereby agree and undertake to indemnify and keep indemnified the concerned Sub-Registrar of Assurances, against any loss, damage, claim etc. arising due to non availability of the presence of the Vendor in the said Agreement for Sale dated 27th day of December, 2001.

THE SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT PIECE OR PARCEL of land being known as Room No. D-44 situated at CHARKOP(1) BHAVANI Co-op.Hsg.Soc.Ltd., Plot no.242, Sector No. 2, Khada Layout, Charkop, Kandivli (West), Mumbai.400...ing about 40 sq.mtrs., and the same has been constructed in the year 1987 within the jurisdiction of Municipal Corporation of Greater Mumbai, being situated on the land at



*S. Patel*

बदर-११
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Charkop, Municipal "R" Ward, bearing C.T.S. No. 3A/2/30  
of VILLAGE CHARKOP, TALUKA BORIVLI, in the Registration  
District and Sub-Registration District, Mumbai.

Solemnly affirmed at Mumbai on  
this 21<sup>st</sup> day of oct, 2008



CHAUTHARAM SAWAJI PATEL

in the presence of Dhanraj  
S. Patel

*S. Patel*



Dhanraj S. Patel. DECLARANT

खदर-११
०५३६   ५
२००८





दस्त गोषवारा भाग - 2

वदर11

दस्त क्रमांक (9536/2008)

दस्त क्र. [वदर11-9536-2008] चा गोषवारा  
बाजार मुल्य :648000 मोबदला 225000 भरलेले गुद्रांक शुल्क : 17630

पायती क्र.:9533 दिनांक:21/10/2008  
पायतीचे वर्णन  
नाव: चौथाराग सवाजी पटेल

दस्त हजर केल्याचा दिनांक :21/10/2008 04:15 PM  
निष्पादनाचा दिनांक : 21/10/2008  
दस्त हजर करणा-याची सही :

*(Signature)*

6480 :नोंदणी फी  
500 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(आ. 11(2)),  
रुजयात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

6980: एकूण

दस्ताचा प्रकार :64) घोषणा पत्र  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 21/10/2008 04:15 PM  
शिकका क्र. 2 ची वेळ : (फी) 21/10/2008 04:19 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 21/10/2008 04:20 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 21/10/2008 04:20 PM

दस्त नोंद केल्याचा दिनांक : 21/10/2008 04:20 PM

दु. निबंधकाची सही, सह दु.नि.का-बोरीवली 5

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) धनराज एस पटेल - - ,घर/फ्लॅट नं: 242-45, चारकोप कांदीवली

गल्ली/रस्ता: -

ईमारतीचे नाव: --

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

*Dhanraj S. Patel*



2) जयप्रकाश देवलापल्ली - - ,घर/फ्लॅट नं: प्लॉट नं 39 बी 4 गोराई बोरीवली प.मु 91

गल्ली/रस्ता: -

ईमारतीचे नाव: --

ईमारत नं: --

पेठ/वसाहत: --

शहर/गाव:-

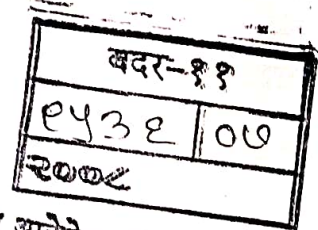
तालुका: -

पिन: -

*Ja*



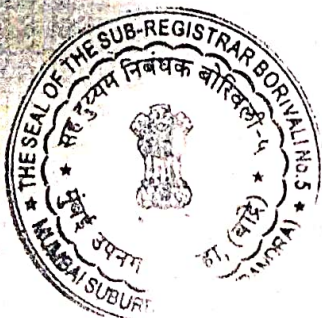
सहपत्र नोंदविण्यांत आलेले नाही.



स्माहित करण्यात येते की, या  
दस्ताचा क्र. 23...पाने आहेत

सह मुख्य निबंधक, बोरीवली क्र. ५,  
शुद्ध उपनगर जिल्हा.

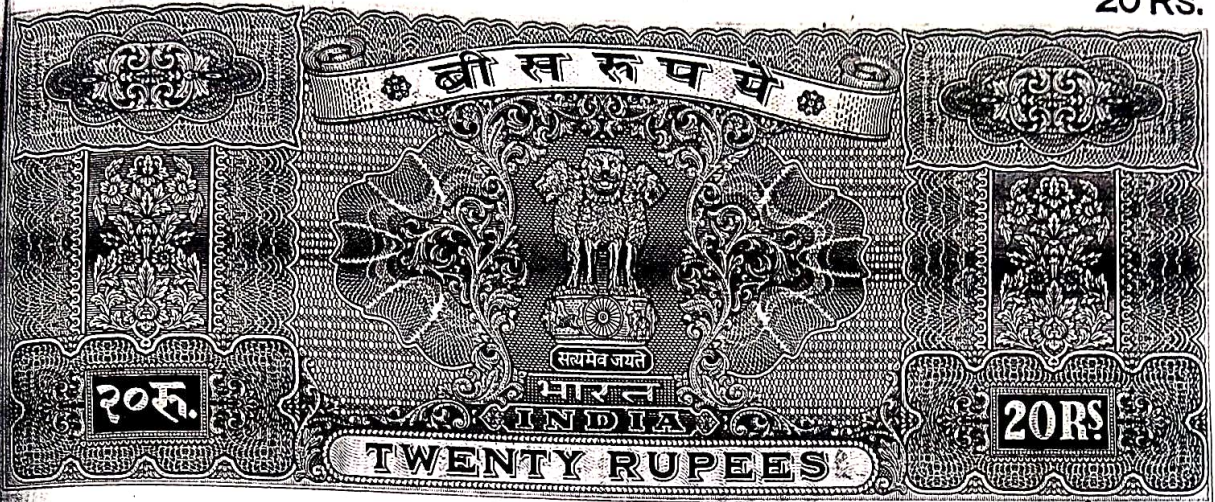
दु. निबंधकाची सही  
सह दु.नि.का-बोरीवली 5



वदर-११/९५३६/२००८  
पुस्तक क्रमांक ९ क्रमांक ..... वर  
नोंदला:  
दिनांक: 21 OCT 2008

सह मुख्य निबंधक, बोरीवली क्र ५,  
शुद्ध उपनगर जिल्हा.

20 Rs.



क्रमांक २५५५५ दिनांक .....  
अवकाश विवाही वेदाडाईज कॉमि सेंटर बंदू गोरे  
मार्ग, गोरगांव (प.), मुंबई-६२, परवाना धारक  
मुद्रांक विक्रेता सर्वेधी/श्रीमती .....  
बाना रु. २५५५५ चा मुद्रांक विकला  
Ph: 8724645, 8767414 (F, 8731305

26 DEC 2001

Patel

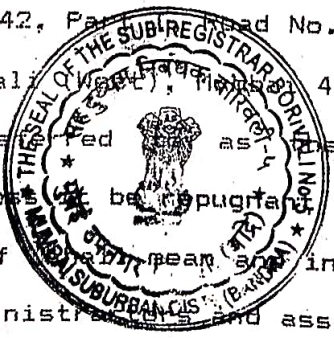
*[Handwritten signature]*  
मुद्रांक विक्रेता



सहपत्र नोंदविण्यांत आलेले नाही.

AGREEMENT

THIS AGREEMENT is made and entered into at Mumbai on this 27<sup>th</sup> day of December, 2001 BETWEEN MR. ANIL LAXMAN TONDWALKAR, aged 45 years, Indian Inhabitant of Mumbai, residing at Room No.D-44, Charkop (I) Bhavani Co-operative Housing Society Ltd., Plot No.242, Part No. 400067, hereinafter called and referred to as the VENDOR (which expression unless the context or the meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the One Part; AND MR. CHAUTHARAM SAWAJI PATEL aged 28 years, Indian Inhabitant, residing at Mumbai, hereinafter called and referred to as, the PURCHASER (which



बंदू-११  
CyBE 90  
2006

*[Handwritten signature]*

*[Handwritten signature]*



Area: - 40 sq mtr (B.O.)  
 MV: - 6,48,000/-

**Office of the Collector of Stamps**  
 Stamp Act, 1958.  
 Case No. - 2172/1171/08  
 Date: 4.1.09/08  
 Received from Shri. Chaitram S. Patel  
 residing at Mumbai  
 stamp duty of Rs. 17630/-  
 & Penalty Rs. 500/-  
 vide challan No. 22991 D/03/08/08  
 Certified under Section 33 of the  
 Bombay Stamp Act, 1958 that the full duty  
 of Rs. 17630/-  
 with which this instrument is chargeable has  
 been paid vide article No. 25(a) ...  
 of schedule.  
 This certificate is subject to the provisions  
 of section 53-A of Bombay Stamp Act, 1958.  
 Place: Mumbai  
 Date: 4.1.09/08.  
 Collector of Stamps  
 Enforcement

2018

expression unless repugnant to context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the Other Part;

खदर-११  
 २५३६१९९  
 २००८

WHEREAS the Vendor is the original tenant and allottee of the abovesaid Room No.D-44, Charkop (I), Bhavani Co-operative Housing Society Limited, Plot No. 242, Part I, Road No.RSC-5, Sector-II, Charkop, Kandivali (West), Mumbai 400067, admeasuring 40 sq. meters (hereinafter referred to as the said ROOM) which was allotted to the Vendor B.H. & A.D. Board and the Vendor has paid the initial down land cost/ construction cost of the said room to the MHADA/Board and constructed the said room.



AND WHEREAS the Vendor is also a bonafide member of Charkop (I) Bhavani Co-op. Housing Society Ltd., Regn.No.BOM/(WR)/HSG/(TD)/5010/1990-91 in respect of the above said room and holding its five shares of Rs.50/- each bearing No.161 to 165 under share certificate No.003.

Aondwalkar

S. Patel

AND: WHEREAS the Vendor is in exclusive use, occupation and possession of the above said room and also paid and cleared all the dues, taxes, outgoings, elect. charges, instalment of loan of land cost/ construction cost Society charges etc. of the above said room upto 31.12.2001.

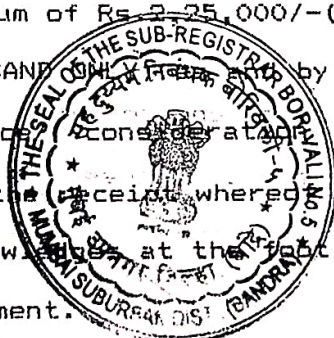
AND: WHEREAS NOW due to personal difficulties and inconvenience the Vendor is unable to stay in the above said Room and therefore agreed to assign and transfer all the rights, title and interest in the above Room in favour of the Purchaser for the total cost price/consideration amount of Rs.2,25,000/- (RUPEES TWO LAKHS TWENTY FIVE THOUSAND ONLY);

AND WHEREAS the Purchaser having fully aware of the rules and regulations of the MHADA/B.H. & A.D. Board and after satisfying about the title of the Vendor have accepted the above offer of the Vendor with the liability to repay the balance land/const- ruction cost of the said room on the following terms and conditions mutually agreed by and between the parties hereto as under :

NOW THEREFORE THESE PRESENTS WITNESSETH AS UNDER:-

1. That the Purchaser already paid to the Vendor the said agreed sum of Rs.2,25,000/- (RUPEES TWO LAKHS TWENTY FIVE THOUSAND) by way of full and final cost price/consideration amount of the abovesaid Room, the receipt whereof the Vendor hereby admits and acknowledges at the time hereof in full and final settlement.

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३००६५ UNDER:-



..4..

Aondwolkay

C. Patel



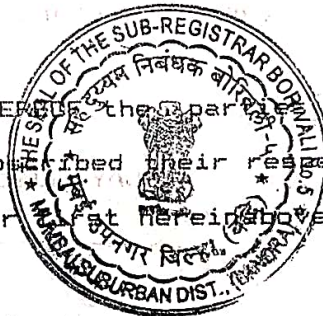
33

Society Ltd., in favour of the Purchaser and also admitting him as a member thereof.

15. The Vendor hereby hands over the possession of the above said room and also handed over all the documents, papers, receipts, allotment papers, certificates, etc. pertaining to the abovesaid room/ Society to the Purchaser on this date.

16. The parties hereby agree to sign such further agreements, writings, deeds, etc. as well as to do the acts, as may be required in law for the purpose of effectively and perfectly completing the title to the said Room.

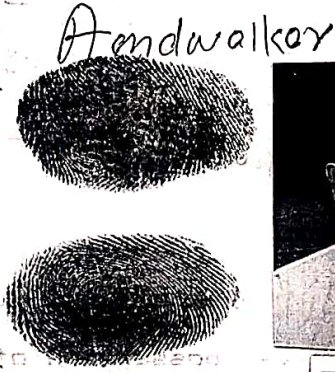
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year at hereinafter written.



SIGNED AND DELIVERED by the }  
withinnamed VENDOR in the }  
presence of .....

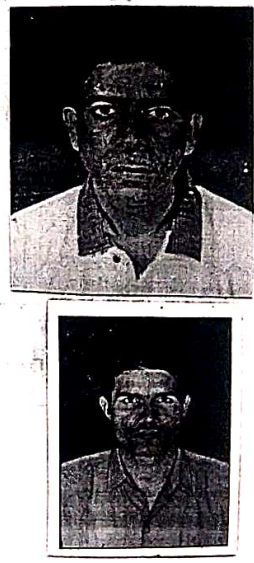
1. phanraj s. Patel

2. Dharmraj s. Patel



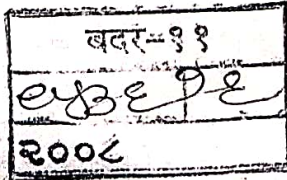
SIGNED AND DELIVERED BY the }  
withinnamed PURCHASER in }  
presence of .....

Cs. Patel



Handwritten signature: 2030715 s. s. patel. gular. Id

2.



चारकोप (१) भवानी सहकारी गृहनिर्माण संस्था मर्यादित

नोंदणी क्र. : वी. ओ. एम्. (डब्ल्यू. आर.) एच. एम्. जी. (टी. डी.) ५०१०/१९९०-९१ दि. १४-६-९०

प्लॉट नं. २४२, भाग १, सेक्टर २, चारकोप, कांदिवली (प.) मुंबई-४०० ०६७.

दिनांक 11/8/08

ना हरकत प्रमाण पत्र

श्री. चौधराम पेटे. यानी संस्थेला केलेल्या अर्जाचे संदर्भात खालील प्रमाणे ना हरकत प्रमाण पत्र देण्यात येत आहे.

भुखंड संकुल क्रमांक २४२, घरकुल क्र. डी- ४४ भवानी सहकारी गृहनिर्माण संस्था मर्यादित, सेक्टर क्र. २, चारकोप, कांदिवली (प), मुंबई -६७.

हे श्री. चौधराम पेटे यांचे नावे असून स्टॅम्प ड्युटी / रजिस्ट्रेशन / इलेक्ट्रीक मिटर / रेशनिंग कार्ड

त्यांचे नावे करण्यास संस्थेची कुठलाही प्रकारची हरकत नाही.

सदरचे हे पत्र सदस्य निबंधक, बेरीवली यांचेकडे सादर

करण्यासाठी अर्जदाराच्या विनंतीवरून देण्यात येत आहे. साठान झालेले द्यावे. सदर वरील सोसायटीचे बांधकाम



Charhop (1) Bhavani Co-op. Hsg. Sec. Ltd.

*[Signature]*  
Chairman

बंदर-११
२७/८/०८
२००८

SECRETARY/TREASURER  
Charhop (1) Bhavani Co-op. Hsg. Ltd.  
Plot No. 242, Charhop,  
Kandivli (West), BOMBAY-400 067.

गावाचे नाव : चारकोण

विलाखाचा प्रकार, मोबदल्याचे स्वरूप घोषणा पत्र  
बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रु. 225,000.00  
बा.भा. रु. 648,000.00

- (2) भू-भापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 3/ए-2-30 वर्णन: सदनिका नं डी 44, भवानी को ऑप हौ सो लि, प्लॉट नं 242, से नं 2, चारकोप, कांदीवली प मुं 67.----- मुळ दस्त निष्पादित दि 27/12/2001  
----- ईएनई 2-1 78-08 ---- भरलेले मुशु रु 17630/- दंड रु 500/-
- (3) क्षेत्रफळ (1) 40 चौमी बांधीव
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) - - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) चौथाराम सवाजी पटेल घर/फ्लॅट नं: सदनिका नं डी 44, भवानी को ऑप हौ सो लि, प्लॉट नं 242, से नं 2, चारकोप, कांदीवली प मुं 67.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक. करून दिल्याचा 21/10/2008
- (8) नोंदणीचा 21/10/2008
- (9) अनुक्रमांक, खंड व पृष्ठ 9536 /2008
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 100.00
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