

TRANSFER DEED

THIS TRANSFER DEED made at Mumbai on this 9th day of April, 2012

BETWEEN

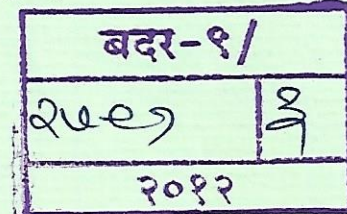
MRS. MEMI SHIVALDAS AHUJA, alias Smt. Mami alias Smt. Maimi Adult, Indian Inhabitant, residing at Flat No. 11, 3rd floor, Neel Kiran, S.V. Road, Khar (W), Mumbai - 400 052 hereinafter referred to as the "TRANSFEROR" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **ONE PART**

AND

(1) MR. KISHINCHAND MULCHAND LAUNGANI (2) MR. NARESH KISHINCHAND LAUNGANI both Adults, Indian Inhabitants of Mumbai, having address at Flat No. 5, first floor, Neel Kiran, S.V. Road, Khar (W), Mumbai - 400 052, hereinafter referred to as "THE TRANSFEREES" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators and assigns) of the **SECOND PART**.

WHEREAS :

- A. The Transferor is the registered member of "The Neel-Kiran Co-operative Housing Society Limited", a Co-operative Society formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG-2060 of 1969 having its registered office at Plot No. 758, A & B, S.V. Road, Khar (West), Mumbai - 400 052 (hereinafter called "the said Society") and as member of the said society, the Transferor is holding 5 (five) fully paid up shares of Rs. 50/- (Rupees Fifty Only) each, bearing distinctive Nos. 81 to 85 (both inclusive) as per the Share certificate No. 17 dated 02-08-1970 issued by the said Society (hereinafter called the "the said Shares" and "the said Certificate" respectively).



Md. J.
K. M. Laungani
B. Laungani

Md. J.

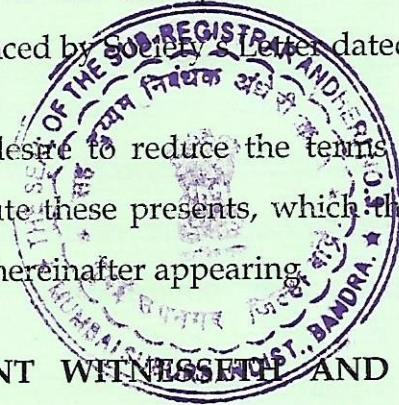
K. M. Laungani

B. By virtue of being member of the said society, the Transferor is absolutely seized and possessed of and otherwise well and sufficiently entitled to Flat No. 11 admeasuring **410 Sq. feet Carpet area** on the third floor in the building known as "NEEL KIRAN" (hereinafter referred to as the "said premises") of the said society situated at Plot No. 758, A & B, S.V. Road, Khar (West), Mumbai - 400 052 belonging to the said Society.

C. The Transferees approached the Transferor and requested her to sell and transfer the said premises together with all the rights, benefits and privileges attached thereto unto and in favour of the Transferees free from all encumbrances at or for the total consideration of **Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only)** to which the Transferor has agreed to on the terms and conditions hereinafter contained;

D. The Transferor has obtained the No Objection Certificate from the society for transfer of the said premises in the names of the Transferees as evidenced by Society's Letter dated ___/03/2012.

E. The parties hereto desire to reduce the terms and conditions in writing and to execute these presents, which they have agreed to do so in the manner hereinafter appearing



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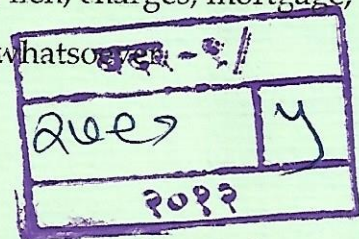
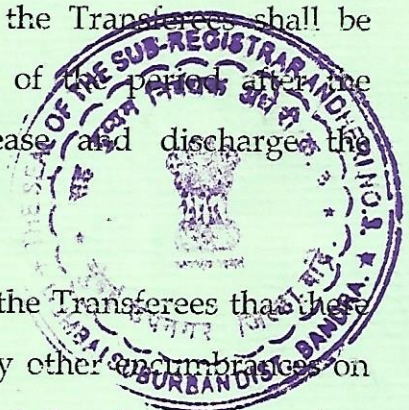
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NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Transferor hereby agrees to sell and transfer and the Transferees hereby agrees to purchase and acquire from the Transferor free from all encumbrances, the said shares bearing Nos. 81 to 85 (both inclusive) vide Share Certificate No. 17 issued by Neel Kiran Co-operative Housing Society Ltd, together with the Flat No. 11 on the 3rd floor of the building known as "NEELKIRAN" of the said society situated at Plot No. 758, A & B, S.V. Road, Khar (West), Mumbai - 400 052, with all the rights and benefits acquired by the Transferor in the said premises together with the benefits of deposit money, sinking fund and other

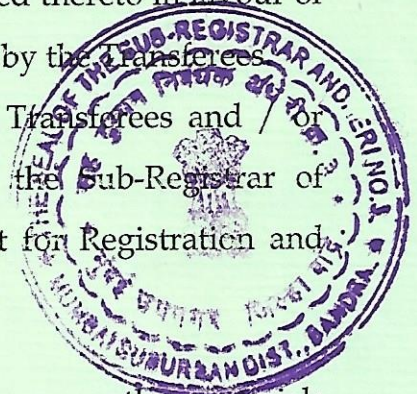
amounts standing credited to the account of the Transferor in the books of the Society or any local authority, for the total consideration of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only).

2. The Transferees have paid to the Transferor the full consideration amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only) on or before the execution of these presents the receipt of which the Transferor doth hereby admit and acknowledge.
3. The Transferor hereby declares unto the Transferees that the Transferor till date has discharged, observed and performed all duties, liabilities and responsibilities as member of the said society and that all amounts, charges, taxes payable by the Transferor in respect of the said premises including electricity charges, municipal taxes, periodical and other outgoing in respect of the said premises have been duly and fully paid till the date hereof and the Transferor further undertakes to pay and discharge any such amount and liabilities to the said society or authorities etc. which relate to the period prior to the date hereof and have been payable on any account to demand raised after the date of execution of these presents, provided however that the Transferor shall be liable to pay such amounts in respect of the period after the execution of these presents and release and discharge the Transferor for ever.
4. The Transferor hereby also declare unto the Transferees that there is no charge, claim, lien, mortgage or any other encumbrances on the said premises and the said shares and that the said premises and the said shares are free from all claims, lien, charges, mortgage, liabilities and encumbrances of any nature whatsoever.
5. The Transferor hereby further declare:
 - a) That no litigation, prohibitory orders or attachment by any court or statutory authority or any other proceedings or notice for initiating any proceedings for acquisition or requisition by any court, governmental, semi-governmental



or local bodies or authorities or Bank or institution or by any other organization or person/s have been initiated or issued concerning the said premises or the said shares or any part thereof.

- b) That no notice of attachment has been issued attaching or caused to be attached to the said premises and the said shares or any part thereof by Income Tax, Sales Tax or any other department of any Government, Semi Government or local body of authority for arrears of taxes, cesses, charges, levies or duties payable by the Transferor.
- c) That the said premises is in actual, physical possession of the Transferor and there being no tenant or other occupant or licensee therein and has never been let or intended to be let.
- d) The Transferor is entitled to sell and transfer the said premises and the said shares and that there is no impediment on the way of the Transferor so transferring the said premises and the said shares in the manner aforesaid in pursuance of this Agreement to the Transferees.
- e) The Transferor agrees to execute or caused to be done and executed all such acts, deeds, things and documents for more perfectly assuring the said shares, premises, deposit money and all the benefits etc., attached thereto in favour of the Transferees whenever called upon by the Transferees.
- f) The Transferor shall accompany the Transferees and / their legal advisor to the office of the Sub-Registrar of Assurance and lodge this Agreement for Registration and admit execution thereof.



6. The Transferor hereby confirmed that there are no other materials facts or circumstances in relation to the said flat which, if disclosed might reasonably have affected the decision of the Transferees to the purchase the said premises.

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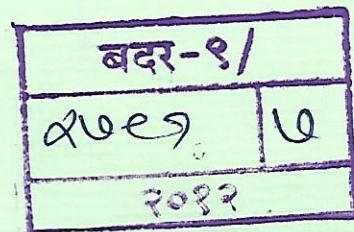
7. The Transferor hereby agree and undertake to indemnify the Transferees and keep the Transferees fully indemnified against any claim, demand, liabilities, expenses, litigation's, charge, lien,

proceedings, damage or loss that may arise against the Transferees consequent upon any claim/s being made by any person or persons in respect or arising out of the transfer made under these presents to the Transferees in respect of the said flat.

8. The Transferees shall and will at all times hereafter peacefully and quietly occupy and possess the said premises without any interruption, claim or demand whatsoever from the Transferor or any person or persons etc. lawfully or equitably claiming by, from, under or in trust for the Transferor.
9. The Transferees declare that on being admitted as a member of the said society, the Transferees shall observe and abide by the rules, regulations and bye -laws of the said society from time to time in force.
10. The Transferor has on the execution hereof handed over to the Transferees as under: -
 - a) Vacant, Peaceful Physical possession of the said premises.
 - b) Original Share Certificate No. 17.
 - c) All other Original Title document concerning the said flat.
11. The Transfer premium / charges payable to the said society in respect of the transfer of the said shares / premises shall be borne and paid by the parties to this Deed in equal proportion.
12. The Stamp duty, Registration charges payable in respect of this Transfer Deed shall be borne and paid by the Transferees alone.

M. D. Lia
M. D. Lia

K. M. Luvgar
Nawjari



SCHEDULE ABOVE REFERRED TO
(Description of the said Shares and the said Flat)

Five fully paid by Shares of Rs. 50/- (Fifty) each bearing distinctive Nos. 81 to 85 (both inclusive) as per Share Certificate No. 17 dated 02-08-1970 issued by Neel-Kiran Co-operative Housing Society Limited in respect of Flat No. 11 admeasuring 410 Sq.ft carpet area on the third floor of the building known as "NEEL KIRAN" of the Neel-Kiran Co-operative Housing Society Limited lying and located at Plot No. 758, A & B, bearing CTS No. E/762 of Village Bandra, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, S.V. Road, Khar (W), Mumbai - 400 052. The building was constructed in the year 1969.

M. D. Jais

K. M. Kungu
M. Sawant



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IN WITNESS WHEREOF the parties have hereunto set their respective hands the day and year first above written.

SIGNED AND DELIVERED by the
withinnamed "THE TRANSFEROR"
MRS. MEMI SHIVALDAS AHUJA
PAN :-ALSPA4771H
in the presence of

M.M. Ahuja



Amar Raheja

1. Mr. Amar Raheja

Lata Ashok Ahuja
2. Mrs. Lata Ashok Ahuja

SIGNED AND DELIVERED by
the withinnamed "THE TRANSFEREES")
(1) MR. KISHINCHAND MULCHAND
LAUNGANI
PAN :-AABPL1378D
(2) MR. NARESH KISHINCHAND
LAUNGANI
PAN :-AAAPL3534A
in the presence of



K.M. Laungani

N. Laungani

Rajiv Ashok Ahuja
1. Rajiv Ashok Ahuja

Sana Ashok Ahuja
2. Sana Ashok Ahuja



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RECEIPT

RECEIVED from the (1) MR. KISHINCHAND MULCHAND LAUNGANI (2) MR. NARESH KISHINCHAND LAUNGANI a sum of Rs. 75,00,000/- (Rupees Seventy Five Lakhs Only) as stated in Clause 2 above as under:-

SR. NO.	CHEQUE NO.	DATED	NAME OF BANK & BRANCH	AMOUNT (Rs)	IN FAVOUR OF
1.	557649	26-02-2012	Central bank of India, Khar Br.	2,00,000/-	Memi Shivaldas Ahuja
2.	383708	12-03-2012	Central bank of India, Khar Br.	3,00,000/-	Memi Shivaldas Ahuja
3.	383709	14-03-2012	Central bank of India, Khar Br.	4,00,000/-	Memi Shivaldas Ahuja
4.	RTGS	09-04-2012	Central Bank of India, Khar Br. UTR No. CBINH 12100300062 12100300062 <i>Md. Jc</i>	66,00,000/-	Memi Shivaldas Ahuja Savings Account No. 0207101048130 Canara Bank, Khar Branch
			TOTAL	75,00,000	

being the Full consideration towards Sale of Flat No. 11 on the third floor alongwith in the building known as "NEEL KIRAN" of The Neel Kiran Co-operative Housing Society Limited, situated at Plot No. 758, A & B, S.V. Road, Khar (West), Mumbai - 400 052.

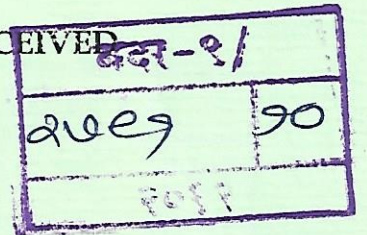
Witness:-

1.

Am Rahija



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Md. Jc

2.

S. Ahuja

(MRS. MEMI SHIVALDAS AHUJA)
(Transferor)