

GENERAL STAMP OFFICE
EXTENDED SALES COUNTER
MMRDA BLDG, BANDRA (E)
MUMBAI - 400 051.
MAH/GSO/010



STAMP DUTY

महाराष्ट्र
SPECIAL ADHESIVE

Rs. ≈ 0014500

24.4.98

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MAHARASHTRA

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Kuliy
I. M. PATEL
Insp. of Stamps &
G. S. O. ... A.
Mumbai-400 051.

बदर-१३		
१०९७	१	५
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AGREEMENT OF TRANSFER

Jain

ARTICLES OF AGREEMENT made and entered into at Mumbai this 24th day of April 1998
BETWEEN Mrs. Rajnandini Vinodkumar Doshi (Jain), of Mumbai Indian inhabitant residing at
Flat no. 30, Third floor, 'A' Building, Chhadwa Nagar Co-Operative Housing Society Limited,
Hutatma Prabhakar Keluskar Marg, Kurla (west), Mumbai-400 070, hereinafter called and referred
to as "the Transferor" (which expression shall unless it be repugnant to the context or meaning
thereof shall always mean and include his heirs administrators executors and assigns) of the
One Part AND (1) Shri Uttmakumar Bhanumal Kothari (Jain) and (2) Mrs. Kallashdevi Bhanumal
Kothari (Jain) both of Mumbai Indian inhabitant residing at Sarveshwar Mandir Marg, Kurla (west),

Rajnandini

कलाश देवी जैन

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Mumbai-400 070, hereinafter jointly called and referred to as "the Transferees" (which expression shall unless it be repugnant to the context or meaning thereof shall always mean and include their respective heirs administrators and assigns) of the Other Part;

WHEREAS the Transferor abovenamed is the member of the Chhadwa Nagar Co-operative Housing Society Limited, a co-operative housing society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under the registration no. BOM / HSG- 3574 of 1972 (hereinafter referred to as the "said society") having it's premises at Plot no. 301, Hissa No. 14, Plot No. 301 Hissa No. 17 and N. A. Nos. 743, 744 and 745 of village Kuria, Taluka Kuria, District Bombay Suburban situated at Hutatma Prabhakar Keluskar Marg, Kuria (west), Mumbai- 400 070; AND

WHEREAS the Transferor, having subscribed to the share capital of the said society, has been allotted five shares each of the value of Rs. 50/- bearing distinctive consecutive numbers from 401 to 405 covered under the share certificate no. 81 issued by the said society; AND

WHEREAS by virtue of the membership of the said society and by virtue of the said shares of the said society having been allotted to her, the Transferor is seized, possessed and absolutely entitled to all that residential premises bearing Flat no.30 situated on the third floor of building bearing no. 'A' belonging to the said society and admeasuring at or about 510 square feet of built up area and fully and more particularly described in the schedule hereunder and hereinafter called and referred to as "the said flat"; AND

WHEREAS the Transferor is desirous of transferring unto the Transferees and the Transferees are desirous of jointly acquiring from the Transferor the said flat alongwith said shares of the said society and also the benefit of the membership of the said society at or for the consideration of Rs. 4,51,000 /- (Rupees four lacs fifty one thousand only) and upon the terms and conditions hereinafter recorded ; AND

WHEREAS upon the Transferor submitting to the said society a notice in the prescribed form, the said society has, by a letter dated 23rd of April 1998, granted it's consent and no objection to the Transferor to transfer the said flat as well as the said shares and also the benefit of the membership of the said society unto the Transferees ; AND

WHEREAS the Transferees have, prior to the execution of these presents, paid to the Transferee the said agreed consideration of Rs. 4,51,000 /- (Rupees four Lacs fifty one

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thousands only) fully and the parties are desirous of recording the said agreement as hereinafter appearing ;

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

1 In pursuance of the said agreement and in consideration of the said sum of Rs. 4,51,000/- (Rupees four Lacs fifty one thousand only) paid by the Transferees to the Transferor prior to the execution of these presents (the payment and receipt whereof the Transferor doth hereby admit and acknowledge and of and from the same and every part thereof do acquit release discharge and exonerate the Transferees forever) , the Transferor doth hereby absolutely and forever transfer unto the Transferees and the Transferees do hereby jointly purchase and acquire from the Transferor the right to occupy of the Transferor and all her right title and interest to and in all that residential premises being a flat bearing Flat No. 30 situated on the third floor of the 'A' building of the Chhadwa Nagar Co-Operative Housing Society Limited lying being and situate at Hutatma Prabhakar Keluskar Marg, Kurla (W), Mumbai- 400 070 admeasuring at or about 510 square feet of built up area and consisting of one drawing room with attached balcony, one bed room , one kitchen, one bath room and one w.c. and fully and more particularly described in the schedule hereunder.

2 The Transferees have paid to the Transferor the agreed consideration in full as above and no part thereof is in arrears and the Transferor doth state and declare that he the Transferor now does not have any right title or interest in or over the said flat.

3 In consideration of the above ,the Transferor has also transferred unto the Transferees , the said five shares of the said society bearing serial nos. from 401 to 405 of the total value of Rs. 250/- covered by the share certificate bearing no. 81 issued by the said society and the Transferor now does not have any right title or interest of whatsoever nature in or over the said shares.

4. The Transferor has applied to the managing committee of the society for obtaining the consent of the society to transfer the said flat and the said shares unto the Transferee and the said society ,vide it's letter dated 23rd day of April 1998, has granted the said consent to the Transferor to transfer the said flat and the said shares unto and to the favour of the Transferees.

5. The Transferees have accepted the transfer of the said flat in it's present condition and the Transferees shall not be at a liberty to raise any dispute in respect of either the area of the said flat or in respect of the condition of the said flat any time hereafter .

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6. The Transferor has put the Transferees in the absolute vacant possession of the said flat at the time of the execution of these presents and the Transferees shall jointly possess and occupy the said flat and the rights appurtenant thereto for all times hereafter without any claim or demand of whatsoever nature from the Transferor.

7. The Transferor has paid the society's dues ,including municipal assessment charges , in full upto the date hereof and no part thereof is in arrears . The Transferees shall be liable to pay the said outgoing to the society from the date hereof. It is agreed that if the said society or any other authority levies any additional monetary liability of whatsoever nature concerning the said flat the same shall be the absolute liability of the Transferee . However, if the said society or any other body or authority imposes any monetary liability in respect of the said flat concerning any acts or omissions of the Transferor prior to the date hereof, the same shall be the liability of the Transferor.

8. The Transferees shall be bound by the bye-laws of the said society and the resolutions passed by the said society from time to time and shall jointly hold the said flat and exercise the membership rights of the said society accordingly .

9. The Transferees shall be at the liberty to obtain the transfer of the electricity connection bearing meter nos. LF1- 0638985 and LF1- 0905185 and consumer no. G02000189 installed in the said flat and the benefite of the concerned security deposit from the Bombay Suburban Electric Supply Company entirely at their own costs .

10. The Transferor has represented to the Transferees the following , relying upon which the Transferees have entered into these presents , viz.:-

(a) That the Transferor is the sole and absolute owner of the said flat and no other person or persons has any right title or interest in the said flat or the said shares and the Transferor hath in herself good right , full power and absolute authority to transfer the said flat and the said shares unto the Transferees .

(b) That the said flat is not the subject matter of any decree , judgement, order of attachment or injunction , any pending legal proceedings or any encumbrance of whatsoever nature . Further , no suit or other legal proceedings of whatsoever nature (including insolvency proceedings)

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are pending in any court of law wherein the said flat is or may be concerned or whereby the rights of the Transferor to the said flat and the said shares may become prejudicially affected.

(c) the said flat is not the property of the joint family, if any, of the which the Transferor is a member and the Transferor has the right and authority to receive and appropriate the consideration hereunder paid.

(d) That the said flat or the right, title or interest of the Transferor therein has not been mortgaged or incumbered by the Transferor to and in favour of any person or persons.

11. The Transferor has handed over to the Transferees all the original documents pertaining to the said flat and the Transferor agrees to sign and execute or cause to be signed and executed all the necessary other deeds and documents for fully and more perfectly transferring the said flat and the said shares unto and to the favour of the Transferees.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SCHEDULE ABOVE REFERRED TO

ALL THAT residential flat admeasuring at or about 510 sq. ft. of built up area and bearing Flat no. 30 situated on the third floor of the 'A' building of the society known as "Chhadwa Nagar Co-Op. Hsg. Society Ltd." situated on the piece or parcel of the land bearing Plot no.301 Hissa No. 14 and 17 of village and Taluka Kurla, District Bombay Suburban and situated at Hutatma Prabhakar Keluskar Marg, Kurla (west), Mumbai-400 070 within the jurisdiction of the Joint Sub - Registrar of Assurances for Kurla taluka, and consisting of one drawing room with attached balcony, one bed room, one kitchen, one bathroom and one w.c..

बदर-३		
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SIGNED SEALED AND DELIVERED
 by the withinnamed "TRANSFEROR"
 Mrs. Rajnandini Vinodkumar Doshi (Jain)
 In the presence of

Rajnandini
 Transferor

1. *Vinod Jain*

2. *R. B. J. J.*

SIGNED SEALED AND DELIVERED
 by the withinnamed "TRANSFEREES"
 Shri Uttamkumar Bhanumal
 and Mrs. Kailashdevi Bhanumal
 In the presence of

1. *Uttamkumar*

2. *कैलाश देवी जैन*

Transferees

1. *Vinod Jain*

2. *R. B. J. J.*

RECEIPT

RECEIVED of and from the withinnamed Transferee
 the agreed consideration of Rs. 4,51,000/- (Rupees four
 Lacs fifty one thousand only) in full by following cheque/s
 pay orders:-
 (1) Kuria Nagnrik Bhanu F/o no- 5378 dt. 24.4.98
 for Rs. 2,25,500/-
 (2) Canara Bank P/o. no 54108 dt. 24.4.98
 for Rs. 2,25,500/-
 by them paid to me.

Rs. 4,51,000/-

I SAY RECEIVED

Rajnandini

Transferor

WITNESSETH

1. *Vinod Jain*
 (Vinod Jain)

2. *R. B. J. J.*
 (Rajendra Sampat
 Solicitor)

अनुक्रम नंबर 13/9090
सन १९९८ के प्रतिस्पर्धीनामीक
बाजपयाचे वस्त्याचे सह दुय्यम निबंधक
कुर्ला (वेस्ट) कार्यालय हाजर केळ.
Manjari

खालील प्रमाणे फी मिळाली
रु. पैसे

नोंदणी फी:- ४५००
कोषी फी:- १००
पत्र फी:- १६

घट्टर-१३
१०१०/१०
१९९

४५००-

Manjari
मुंबई नगर जिल्हा

मुंबई नगर जिल्हा

, Kurla west
, Kurla west

१) श्रीमती राजशेखरी विठोद जैज कदम पयल चव्हाण
रा. छडवा जगर जैज फिकरी केने कुर्ला (वेस्ट) मुंबई

, Kurla west

२) श्री उत्तमकुमार वी जैज कदम २९ वर्ष उमर

३) श्रीमती कल्याण देवी शाहू ३३ वर्ष उमर
घरकाग दोघे राधा छोरी गोक मिळींग
रा. राने मरे गार्गी गावा कुर्ला (वेस्ट) मुंबई

दस्तावेज करून देण्याचे
इथाकाथित साठवण रक्कम
करून दिल्याचे कबूल करतात

Rajni

Manjari

कल्याण देवी जैज

४) श्री हरिहर शींग कदम उमर
रा. विंशककर लिडींग कुर्ला (वेस्ट) मुंबई

५) श्री प्रयत्न सहयोगदार वफा
रा. दिव्य गदल जैज गार्गी रा. कुर्ला (वेस्ट) मुंबई

दस्तावेज करून देण्याचे
करून दिल्याचे कबूल करतात

Manjari

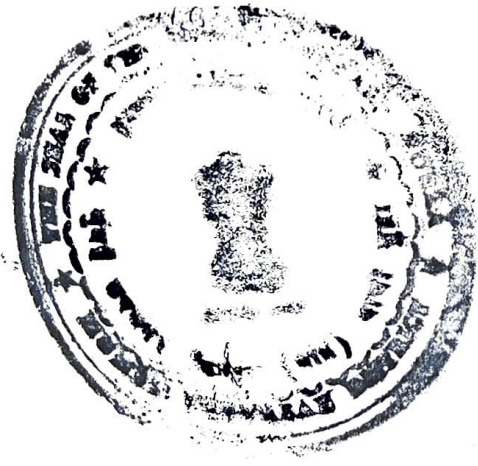
मुंबई नगर जिल्हा

13/9090

बाजार मूल्य रु. ६२५०००/- निश्चित करन कमी
पडलेले मुद्रांक शुल्क रु. १७५०/- + वंड रु. ३५...+
नों. फी रु. १७५०/- चिठ्ठा क्रमांक ३१५ दिनांक ११-९-९८.
अन्वये वसूल केले आहे.

~~सह. मुख्य निबंधक, कुर्ली~~
मुंबई उपनगर जिल्हा

वर्ष-१३
१०९७
१३९



वर्ष ३१९०९७/९८
मुख्य क्रमांक १ क्रमांक १३
दिनांक ११/९/९८
सह. मुख्य निबंधक, कुर्ली
मुंबई उपनगर जिल्हा

~~ORDERED~~
DATED THIS 24th OF APRIL 1998
22
BRS
14/9/98

2
2
NOTICE ON
3077/98

Mrs. Rajnandini V. Doshi (Jain) ✓

..... Transferor

AND

Shri Uttamkumar Bhanumal and

Mrs. Kailashdevi Bhanumal

..... Transferees

plm

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24/4/98

Aggr 451000)

AGREEMENT OF TRANSFER
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4750)

Prasanna Sarpotdar

Advocate & Solicitor

C-1, Siddha Mahal,

Belgrami Road,

Kurla (W), Mumbai- 70.



4 APR 1970

अनिल नोंडकर

परवाना धारक मुद्रांक विक्रेता क्रं: ३३

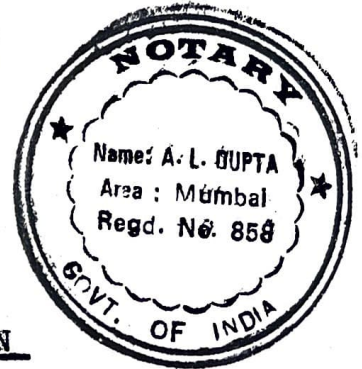
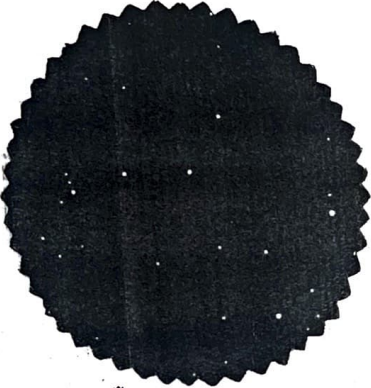
कुर्ला कोर्ट, एल. पी. एच. मार्ग, मुंबई-७०

मुद्रांक: ३३०७

श्री/श्रीमती: Rajendro Doshi

यांना न्यायीकेदार: २/-

मुद्रांक पेपर विकला.



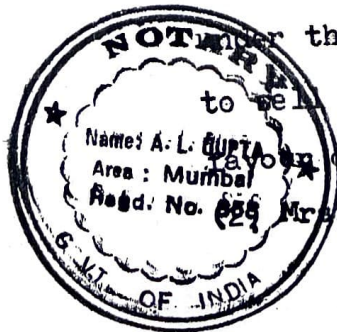
[Handwritten Signature]
विक्रेताची सही

DECLARATION

I, Mrs. Rajnandini Vinodkumar Doshi (Jain) Hindu-adult, Indian Inhabitant, residing at Chhadwa Nagar, H.P.K. Marg, Kurla, Mumbai-400070, do hereby on solemn affirmation declare as under:-

1. I say that I am the owner of all that residential flat bearing No.30, situated on the 3rd Floor of the 'A' Building of the Chhadwa Nagar Co-op.Housing Society Ltd., and I am also a member of the said society holding five equity shares thereof bearing Nos.from 401 to 405 covered

under the Share Certificate No.81. I say that I have agreed to sell the said flat and transfer the said shares to and in favour of (1) Shri Uttankumar Bhanuhal Kothari and Mrs. Kailashdevi Bhanuhal Kothari.



2. I declare that, in respect of the above agreement, I have represented to the said transferees the following, viz:-

- (a) That save and except myself there is no other person or persons including any of my family members entitled to the said flat or the said shares;
- (b) That neither the said flat nor the said shares are mortgaged or agreed to be transferred by me to any other person or persons and there is no pending encumbrance on the said flat;
- (c) That the said flat does not constitute the assets of the joint family of which I am a member;
- (d) That I am fully entitled to receive and appropriate the agreed transfer consideration to be paid to me by the said transferees;
- (e) That, in the event of any demand or claim, is made against the said flat by any person or persons for any reason whatsoever, or if any dues or liability is sought to be recovered



in respect of the said flat for any period or any of my acts or omissions prior to the date hereof, I shall be solely responsible to discharge the same and I shall always keep my said transferees indemnified and harmless in respect thereof.

3. I declare that I am aware that relying on my above representations to be true, the said transferees have agreed to obtain the said flat and the said shares from me.

4. I have also agreed to execute an Agreement of Transfer recording the above transaction and I do hereby adopt the terms and conditions thereof as a part of my this declaration and I confirm the same.

My this declaration is unconditional and shall be accorded widest interpretation to the benefit of my said transferees.

Whatever stated hereinabove is true and correct.

Solemnly affirmed at Mumbai on this 24th day of April, 1998.

Explained and identified by me;

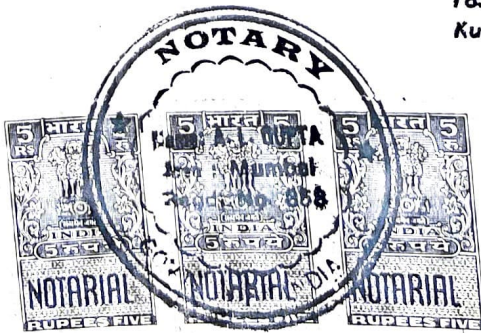
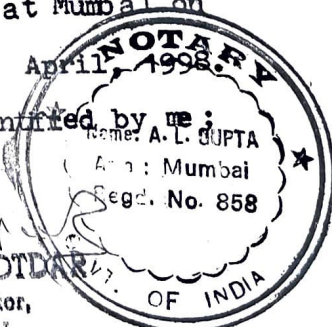
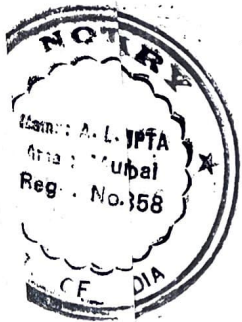
Name: A. L. GUPTA
Area: Mumbai
Regd. No. 858

[Signature]
PRASANNA SARPOTDAR
Advocate & Solicitor,
Siddhamahal C-1,
Genesh Baug Lane,
Belgrami Road, Kurla-70.

[Signature]

Declarant
Before me;

[Signature]
A. L. Gupta
NOTARY
GOVT. OF INDIA
18, Laxmi Niwas Masrani Lane,
Kurla (W), MUMBAI - 400 070
Ph: 514 60 33



DUPLICATE

Share Certificate No. 153 Member's Register No. 81 No. of Shares

SHARE CERTIFICATE
CHHADWA NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED

Registered under the Maharashtra Co-operative Societies' Act, 1960 (Maharashtra Act XXIV of 1961)
Match Factory Lane, Kurla, Bombay-70
Regn. No. BOM/HSG-3574 of 1972

This is to Certify that Smt. Rajnandini Vinodkumar
Doshi is the Registered Holder
of five fully paid-up Shares of Rupees **FIFTY** each numbered
from 401 to 405 inclusive, in **Chhadwa Nagar Co-op.**
Housing Society Ltd., subject to the Bye-laws of the said Society.

Given under the Common Seal of the said Society at
Bombay this 31th day of December 1972

Mg. C. Member

Secretary

Chairman

Memorandum of Transfers of the within mentioned Shares

Date of transfer	Transfer No.	Reg. No. of Transferor	To whom Transferred	Reg. No. of Transferee	Signature of Chairman, Secretary, Treasurer
19/05/1998	1	81	Uttamkumar Bhaulal Kothari (Jain) f Kailash devi Bhaulal Kothari (Jain) For Chairman Nide mcm. dt. 31/3/19 Chairman	190	Hes. Sec. Ltd. For Chairman 31/3/19 Hon. Secretary
			Duplicate issue Agenda No - 12		