

VIJAY B. CHAVAN

ADVOCATE HIGH COURT

Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.
Email : advvijaychavan@rediffmail.com • Mobile : 9320749383, 8108780899



1st AUGUST 2023

To

The Manager,
The Cosmos Co-Operative Bank Ltd,
Kandivali Branch,

1. **Sub:-** Search and Title report for Flat No. B/208, 2nd floor, area admeasuring 1070 sq. fts Built up, Udhyog Nagar co-operative housing Society Ltd., Building No. S2, situated at Kamla Vihar Complex, Dahanukar Wadi, bearing survey No. 140, Hissa No.2, CTS No. 97, and survey No. 141, Hissa No.1, and CTS No. 98 bearing New CTS No. 94A, 94B, 94C, 94D, 94E and 94F, Kandivali West, Mumbai 400067 owned by Mr. Kirit B. Shah
2. **Name of the Branch:** Kandivali Branch.
3. **Name of the Borrowers:** M/s Sunlight Industries (Proprietor Harshal Shah).
4. **Document seen:** Yes as mentioned below.

I have perused the following document for the purposes of furnishing this legal opinion

Sr. No	Document Number	Execution Date	Original Attested copy photocopy duplicate and particulars of the document
(i)		29 th March 1997	Agreement for sale between Mrs. Jaywanti J. shah as the transferor and Mr. Kirit B. Shah as the Transferee.
(ii)			Share certificate issued by the society in the name of Jaywanti J. shah.
(iii)		18 th June 1996	Occupation certificate issued by the Brihanmumbai Municipal corporation.
(iv)		31 st March 2023	Udhyog Nagar co-operative housing Society Ltd. issued Maintainance paid receipt.
(v)		9 th July 2023	NOC to mortgage issued by the society.

DESCRIPTION OF PROPERTY PROPERTIES NATURE OF TITLE



1.	Name of the owner /Mortgagor	Mr. Kirit B. Shah
2.	Extent of Area	Flat No. B/208, 2 nd floor, area admeasuring 1070 sq. fts Built up, Udhyog Nagar co-operative housing Society Ltd., Building No. S2, situated at Kamla Vihar Complex, Dahanukar Wadi
3.	Survey No /Gat No./CST. No	, bearing survey No. 140, Hissa No.2, CTS No. 97, and survey No. 141, Hissa No.1, and CTS No. 98 bearing New CTS No. 94A, 94B, 94C, 94D, 94E and 94F,
4.	Is property leasehold /freehold /Govt Grant etc	Freehold
5.	Nature of property	Ownership FLAT
6.	Location	Kandivali West, Mumbai 400067.
7.	Boundaries on or towards for the plot /flat	Floor plan not provided
8.	Confirmed the boundaries of the flat/plot as per approved plan and as per title deed.	Floor plan not provided

TRACE OF TITLE/ HISTORY OF PASSING OF TITLE DETAILS OF ANTECEDENT TITLE DEEDS.

It appears that, the indenture dated 29th February 1968 between Homi Dinshaw Sanjana and Piroja Homi Sanjana as the Vendor transferred and conveyed the right, title and interest in respect of all that piece and parcel of vacant agricultural land or ground lying and being at Kandivali in Taluka Borivali in the registration sub district of Bandra in the Bombay suburban district and bearing survey No. 140, Hissa No.4 (hereinafter referred to as the said plot of land) in favour of Udyog Nagar co-operative industrial Estate Ltd as the society for the price and on the terms and conditions mentioned therein.

It appears that, the permission to occupy the Building No.2 has been issued by the office of Brihanmumbai Municipal corporation dated 18th June 1996.

The property card extract appears the name of Udhyog Nagar co-operative housing Society Ltd.

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It appears that, by Agreement for Sale dated 29th March 1997 Mrs. Jaywanti J. Shah as the Transferor transferred and conveyed the right, title and interest in respect of Flat No. B/208, 2nd floor, area admeasuring 1070 sq. fts Built up, Udhog Nagar co-operative housing Society Ltd., Building No. S2, situated at Kamla Vihar Complex, Dahanukar Wadi, bearing survey No. 140, Hissa No.2, CTS No. 97, and survey No. 141, Hissa No.1, and CTS No. 98 bearing New CTS No. 94A, 94B, 94C, 94D, 94E and 94F, Kandivali West, Mumbai 400067 (hereinafter referred to as the said flat) in favour of Mr. Kirit B. Shah as the Transferee.

Udhog Nagar co-operative housing Society Ltd. issued Maintainance paid receipt dated 31st March 2023.

It appears that, the Udhog Nagar co-operative housing Society Ltd., issued NOC to mortgage dated 9th July 2023 in favour of M/s Sunlight industries (Proprietor Mr. Harshal shah) against the said flat belongs to Mr. Kirit Shah.

Detailed information about property to be mortgaged:

Details	Remark of counsel
1. Whether the document of title given raise any doubts or suspicion	Documents are not registered; previous chain of title is not available.
2. Are all the original title deeds available with the mortgagor if not the reason for non-availability of the same : in case the properties are mortgaged to some other entity is the original title deed lying with such entity does such entity have the certified true copy of any / all of the title deeds and lodgment receipt + acknowledgement letter from registrar for the same	Documents at clause 25 be taken on record
3. Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims? If yes, state whether requisite permission from the concerned court has been obtained and produced or to be obtained?	No

Continuation Sheet...



4. Whether the property proposed to be mortgaged is subject to the provision contained under any special enactment / local laws state implications of such enactment on the charge proposed to be created?	No
5. Whether property to be mortgaged is coming under any restrictions on transfer & whether required permission/ consent as per terms of grant /Allotment etc obtained	No restriction for transfer of flat.
6. Whether provision of urban ceiling Act are applicable ? if applicable whether permission obtained	Not applicable
7. Whether the user land has been converted under land revenue law? Whether N.A permission /Change of user permission is obtained ?	Yes
8. Whether required documents are available for creating valid equitable mortgage?	Yes
9. What is the tenure of land? (in case of lease property) and whether necessary consent permission of lessor obtained	N.A.
10. Whether the land is adiwasi (Tribal Land?)	NO
11. Whether the land /property is owned by HUF? If yes then what precautions to be taken by the Bank while accepting property owned by HUF	NO.
12. Is land /property subject to any reservations/ acquisitions requisitions?	NO

13. Whether plans for constructions are sanctioned?	Not provided for confirmation, called upon in required documents at clause 25.
14. Whether commencement certificate issued?	Yes -
15. Whether the project is registered under RERA? And registration certificate is obtained on record	N.A.
16. Whether completion certificate is obtained? (applicable to property which is of ready possession / resale)	Yes
17. Whether there are any restriction from corporation such as education Zone". "Green Zone Etc?	No.
18. Is the land taken on lease from state Industrial Development corporation? if yes whether tripartite agreement executed?	N.A.
19. Whether there are any prior encumbrances if yes details thereof?	Yes
20. Evidence of possession findings on documents and revenue records details of property Tax land revenue society maintenance charged or any other statutory dues paid upto date or payable)	Latest Property tax paid receipt, Latest Maintenance paid receipt
21. In case of companies / societies / association / trust whether	--
a. Memorandum /bye laws of the society / association authorize to offer its property as security	NOC to mortgage issued by the Society
b. Requisite resolutions have been duly passed by the company / society / Association permitting mortgage of the properties in favour of the Bank	No.



<p>c. Such resolution sets out the names of the persons who are authorized to create charge over the properties</p>	<p>No.</p>
<p>b. in case of public charitable trust whether permission of charity commissioner for borrowing & mortgaging trust property is obtained and conditions stipulated if any.</p>	<p>Not applicable.</p>
<p>22. In case of devolution of property by a will succession</p>	<p>No</p>
<p>A. Whether probate of will succession certificate / Letters of Administration obtained Details thereof</p>	<p>Not applicable</p>
<p>B. If probate / succession certificate not obtained the how the mortgagor proposes to prove the title ?</p>	<p>Not applicable.</p>
<p>C. The safeguards suggested to ensure title to the property offered as security .</p>	<p>Not applicable.</p>
<p>23. a whether title deeds perused are in conformity with the search taken? b. whether the registered title deeds are in conformity with the scanned copies of the same on IGR site?</p>	<p>No documents are registered therefore not available with the for confirmation with the IGR Site</p>
<p>24. Whether the chain of title is complete without any missing links</p>	<p>No., Principal title documents on record</p>
<p>25. Whether any other documents to be obtained /compliance to be made so as to create valid mortgage.</p>	<p>Following documents are required to be complied and or deposited with the bank: 1. Original Agreement between the Developer/society and Mrs. Jaywanti J. shah as the Purchaser, stamp duty paid receipt and registration receipt. 2. Original Agreement for sale dated 29th March 1997 between Mrs. Jaywanti J. shah as the transferor</p>

and Mr. Kirit B shah as the Transferee, registration receipt and index II extract.

3. Share certificate issued by the society in the name of Mr. Kirit B shah.
4. Original N.O.C to mortgage issued by the Society noting the charge of the bank in respect of the said flat.
5. Original Detail visit report (confirming the possession of Mr. Kirit B shah, b. confirming the Occupation certificate, share certificate and NOC to mortgage with the office of the society)
6. Original Affidavit of non-encumbrance.
7. Photocopy of Latest property tax paid receipt.
8. Photocopy of latest maintainance paid receipt
9. Original valuation report.
10. Photocopy of Demarcate area of the flat on the sanction floor plan issued by Mumbai Metropolitan Region Development Authority (DULY STAMPED AND SIGNED BY THE AUTHORITY).

26. A. whether any charge on subject property is found on CERSAL portal b. if yes its Details	No.
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CERTIFICATE OF TITLE AND NO ENCUMBRANCE

I have examined the original title deeds relating to the Flat No. B/208, 2nd floor, area admeasuring 1070 sq. fts Built up, Udhyog Nagar co-operative housing

Continuation Sheet...



Office of the
P. U. & R. Prop. (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.,
Kandivalli (West), Mumbai-400 067.

E. No. GE/0495/DP(W)/AL

To)
Udyog Nagar Co-Op. Hsg. Society,
Kandivalli.

Subj- Permission to occupy the bldg. No. 2,
on plot bearing GTS No. 94, A, village
Kandivalli at Dahanukarwadi, Kandivalli(W).

Ref- Your letter No. DS/395-2, dtd. 27.12.95.

Sr.

The full development work of bldg. No. 2 on Plot No. 94(A)
situated off. G.V. Road City B. No. 94(A), completed under supervi
of Architect Shri Dilip R. Sanghavi, bearing E.O. No. 6A/75/2177
may be occupied on the following conditions:-

- 1. That the Certificate U/S 270 A of B.M.C. Act shall be obtain
from A.H.W.W. R/S & a certified copy of the same shall be
submitted to this office.
- 2. The D.I.L.R.'s certificate for transfer of ownership of
sabkar land in the name of M.C.G.M. shall be submitted bef.
B.M.C.
- 3. That the 90' x 90' wide D.P. Road shall be handed over to M.C.
M.C. in the name of M.C.G.M. shall be submitted.
- 4. That final completion certificate from E.H. (SND) shall be
submitted.
- 5. That the proposal for regularisation of the temple shall be
submitted & get approved ahead of time.

A set of certified completion plans is returned herewith.

Yours faithfully,

18 JUN 1996

Executive Engineer Bldg. Proposa
(R)

- Copy to :-
- 1) Architect - Shri Dilip Sanghavi.
 - 2) EHV
 - 3) W.O. R/S
 - 4) A.H.W.W. R/S
 - 5) A.A. & C.R/S
 - 6) A.H.S.R. - III
 - 7) Dy. GE(DP).

Ex. Engr. Bldg. Proposals (WS)R.

19/6/96
CERTIFIED TRUE COPY
AND

rk/17.6.96

Ido. D.P. No. shall be handed over to M.C.
M.C.G.N. shall be submitted.

For certificate from D.B. (DWB) shall be
for regularization of the temple shall be
proved explicitly.
completion plans is returned herewith.

Yours faithfully,

Executive Engineer Bldg. Proposa
'R'.

Shri Dilip Sanghavi.
R/S: 4) A, B, W, W, R/S
5) A, H, S, R, - III 7) Dy. GE (DP).

Anand
19/6/76

Ex. Engr. Bldg. Proposals (WS) R.

NOTIFIED TRUE COPY

AND ~~CONFIDENTIAL~~

① ②

ना.भू.अ.बोरीवली

PCARD

कांदिवली

तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली

जिल्हा

मुंबई उपनगर जिल्हा

शासनाला दिवल्या अकरपांचा क्रमा पाह्याच्या तपशील आणि त्याच्या फेर तपसणीची दिवत घेऊ

शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	जिल्हा
१४/अ	१४/अ	८६२८.८ +१७०९६.३ न.भू.क्र.१७,१८ चे क्षेत्र सामिल २५७२५.१ -१६५१२.३ पो.वि.नुसार न.भू. क्र.ब,क,ड,ई,फ चे क्षेत्र कमी. १२१२.८	क	दर १००.० चौ.मी. रुपये १११/- दि.१४.८.९२ आदी

सुविधाधिकार

नवा मूळ धारक

शिली.

पट्टेदार

इतर धार

इतर शर

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्कन
११/०५/१९९३	S.I.F मा.जिल्हाधिकारी मुंबई उ.न.यांचे कडील एकत्रीकरण/पो.वि.आदेश क्र.सी/कायां - ७/पो.वि./एस आर - ८९९ दि.२.६.९२ प्रथम नं.भू.क्र १४ या मिळकतीच्या - ८६२८.८ चौ.मी.क्षेत्रात न.भू.क्र.१७ व १८ चे अनु.१३१२१.३ व ३९७४.६ = १७०९६.३ चौ.मी.क्षेत्र सामिल करून एकूण क्षेत्र २५७२५.१ चौ.मी.दाखल केले आणि पो.वि. नुसार न.भू. क्र.१४/ब,क,ड,ई,फ या मिळकतीचे एकूण क्षेत्र - १६५१२.३ चौ.मी. वजा करून मूळ न.भू.क्र.१४ यास "१४/अ" असा शेज देऊन १२१२.८ चौ.मी.क्षेत्र कायम केले.व न.भू.क्र.१४/ब,क,ड,ई,फ अशा तवीन मिळकत पत्रीका उघडून त्यांचे अनुक्रमे ४७९८.४,१२४४.४,६८१.९,१५६७.६ व २२०.० चौ.मी.क्षेत्र दाखल केले आणि पो.वि.आदेश व असि.इंजिनियर एक्वी (W.S) यांचे कडील दि.२०.३.९२ नुसार नोंदी घेतल्या आणि न क्र.१७ व १८ च्या मिळकत पत्रीका रद्द केल्या असे.तसेच मा.जिल्हा- धिकारी मुंबई उपनगर यांचे कडील विनशेती आदेश क्र.C/LND/VII-A/NAP/ SR-२४४७ दि.१५.७.९२ व C/LND/VII-A/NAP/SR-२५७० दि.१५.७.९२ अन्वये आणि विनशेती प्रमाणे क्षेत्र १२१२.८ चौ.मी.कायम करून सत्ता प्रकार "सी" दाखल केला.	rg obD o. xUfmU Ulab	सह- १९९३-०५-११ ००:००:०० न.भू.अ. बोरीवली	

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उपनिबंधक सहकारी संस्था आर -दक्षिण विभाग मुंबई

कम नं. ३०३, तिसरा मजला ओ थिंग, बि एम सी गोडवून थिन्डींग, संस्कृती कॉम्प्लेक्स जवळ,
ठाकूर कॉम्प्लेक्स ९० फुट रोड, कांदिवली (पूर्व) मुंबई- ६०० २०२

ना क्र मुंबई/ उर्गान/ आर-द वि/बी-२/नॉदणी प्रमाणपत्र /२०१५ ^{३५३}
दिनांक ०५/०६/२०१५.

प्रमाणपत्र

प्रमाणित करण्यात येते की, उद्योग नगर को.ऑप.हौसिंग सो.लि., ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० नोंदणीकृत संस्था आहे. तीचा पत्ता एस/२,१०८, उद्योगनगर, कमला विहार कॉम्प्लेक्स, महावीर नगर, डाहाणूकर वाडी, कांदिवली (पश्चिम) मुंबई-४०० ०६७. तीचा नोंदणी क्रमांक वीओएम/पीआरडी (आय) २६ ऑफ ६४ दिनांक ०२.०६.१९६४ असा आहे. तीचे वगीकरण गृहनिर्माण संस्था व उपवर्गीकरण भाडेकठ सहभागीदार गृहनिर्माण संस्था असे आहे.

सदरचे प्रमाणपत्र संस्थेच्या सचिवांनी दि.२०.०४.२०१५ रोजी केलेल्या अर्जास अनुसरून देण्यात

येत आहे.



(डॉ. अशाक कुंभार)
उपनिबंधक,

सहकारी संस्था, आर दक्षिण विभाग, मुंबई.

प्रति,

अध्यक्ष,

उद्योग नगर को.ऑप.हौसिंग सो.लि.,

एस/२,१०८, उद्योगनगर, कमला विहार कॉम्प्लेक्स,

महावीर नगर, डाहाणूकर वाडी, कांदिवली (पश्चिम) मुंबई-४०० ०६७.

बृहन्मुंबई महानगरपालिका
करनिर्धारण व मंजूरन खाते

पालिका कार्यालय, 1888 मधील बंगला 200 क्रमाचे जागी कार्यालय बांधणे आहे

पत्र क्रमांक RS2403782180000	कार्यालय क्रमांक 2019-2020	पत्र क्रमांक 201910E 19441095 201920E 19441096	पत्र दिनांक 18/05/2019
KAMLA VIHAR S 1 SOCIETY MAHAVIR NAGAR, KANDOLI WEST MUMBAI 400087		Office of the Asst. Assessor & Collector South Municipal Office Bldg, Room No. 109 M G Road No. 2 near S J P Municipal Barracks, Post Kandivali West, Mumbai - 402 107	

कार्यालय क्रमांक 2019-2020 मधील निर्धारण क्रमांक RS 2775 IANZ C T S NO 34 B 26 MAHAVIR NAGAR HOUSE KAMLA VIHAR S 2 MS JOYDAG NAGAR CO OP INDUSTRIAL ESTATE

पत्र क्रमांक 01/04/2020	कार्यालय क्रमांक -	पत्र क्रमांक ₹ 10872200
₹ Ten Crore Eighty Seven Lakh Twenty Thousand Two hundred Only		
पत्र क्रमांक 31/03/2019	₹ 0	01/04/2019 च कार्यालय क्रमांक ₹ 0
पत्र क्रमांक 01/04/2019	₹	31/03/2020

कराचे नाव	01/04/2019	₹	30/09/2019	01/10/2019	₹	31/03/2020
मंडळीकराचा कर			59736			59736
इंधन कर			0			0
इंधनजाच कर			37510			37510
इंधन जाच कर			0			0
इंधन जाच जाच कर			23369			23369
ज न च. शिफारस कर			2745			2745
राज्य शिफारस कर			19024			19024
गोठ्याकर कर			0			0
वृक्ष कर			1088			1088
पत्र कर			27177			27177
एकूण एकूण रक्कम			189709			189709
कराचे 5% व रक्कम देहाची रक्कम			0			0
कार्यालयद्वारे जाहाली रक्कम			0			0
कार्यालय अतिरिक्ताने मसुदाबंदन			0			0
कराचे वट्टे कोटेशनाने जाहाली रक्कम			0			0
कार्यालयद्वारे निव्वळ रक्कम			189709			189709
अतिरिक्ताने निव्वळ रक्कम			0			0
* 30.09.2019 पर्यंत कार्यालयद्वारे निव्वळ रक्कम			186317			182925
* 31.07.2019 पर्यंत कार्यालयद्वारे निव्वळ रक्कम			182013			184621
* 31.07.2019 पर्यंत कार्यालयद्वारे निव्वळ रक्कम			189709			189709
अंदाजी रक्कम			₹ One Lakh Eighty Nine Thousand Seven Hundred Nine Only			₹ One Lakh Eighty Nine Thousand Seven hundred Nine Only
अंतिम देय दिनांक			28/08/2019			31/12/2019

To make payment through NEFT:
 IFSC - SBIN00COLLAC, Beneficiary A/C No:- SBICOR58483782180000, Name-MCGM Property Tax. Please
 note, payment done through NEFT will be collected against sided bills first. Cheque may be
 drawn in the case of "MCGM"
 * जीवित वट्टे कोटेशनाने मसुदाबंदन करणे गरजेचे आहे.
 कार्यालयद्वारे मसुदाबंदन करणे गरजेचे आहे. (पुढील अटीतटी) मसुदाबंदन करणे गरजेचे आहे.
 कार्यालयद्वारे मसुदाबंदन करणे गरजेचे आहे. कार्यालयद्वारे मसुदाबंदन करणे गरजेचे आहे.
 कार्यालयद्वारे मसुदाबंदन करणे गरजेचे आहे. कार्यालयद्वारे मसुदाबंदन करणे गरजेचे आहे.
 कार्यालयद्वारे मसुदाबंदन करणे गरजेचे आहे. कार्यालयद्वारे मसुदाबंदन करणे गरजेचे आहे.

Asst. Assessor & Collector
 अधिकारी, सहायक
 कार्यालय व संगणक (स.)



BRIHANMUMBAI MUNICIPAL CORPORATION
ASSESSMENT & COLLECTION DEPARTMENT

Online NOC RS/NDC/06-06-2023/93160 Dt 06/06/2023

Subject :- No dues certificate dt. 06/06/2023 for SACNo RS0403782180000

Sir,

With reference to your request in respect of below mentioned property.

Prop A/C No. :- RS0403782180000

Billing Name
& Address :- M/s. KAMALA VIHAR S-2 SOCIETY ,
MAHAVIR NAGAR, KANDIVALI WEST, MUMBAI-400067

Assessee Name M/S UDYOG NAGAR CO OP INDUSTRIAL ESTATE
& Address :- RS 2175 (4A/2) C T S NO 94 97 98 MAHAVIR NAGAR HOUSE K AMLA VIHAR S 2

It is hereby informed that, as per the office records there are no Property tax dues against the property mentioned above upto 31.03.2023. The above No dues Certificate is subject to general issue bills for current year or amendment on account of revisions in property upto 31.03.2023 whichever is earlier. This certificate may be used as reference document only and is not valid for the use of any official or legal matters. Other departments are requested to confirm the facts with A & C Dept before proceeding further.

This is computer generated invoice no signature required.

UDYOGNAGAR CO-OP. HOUSING SOCIETY LTD.

Registration No. BGM PRD (1)26 OF 64

No. BOM/PHD (1)26 26 of 1964 DT 02.06.1964, S2, Kamla Vihar, Dahanukar Wadi, Near Mahavir Nagar, Mandira (West) Mumbai 400011

BILL FOR THE APRIL TO JUNE 2023

Bill No. : 35
Flat No. : S2-208
Name : KIRIT B. SHAH

Bill Date : 01/04/2023
Due Date : 31/03/2023

Charge Descriptions	Amount
MUNICIPAL TAX	3239.00
MAINTENANCE CHARGES	7655.00
SINKING FUND	25.00
INSURANCE	220.00

Total Rupees Eleven Thousand One Hundred Thirty Nine Only

BILL TOTAL : 11139.00

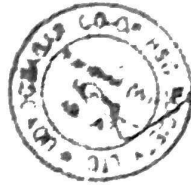
THIS IS COMPUTER GENERATED BILL DOES NOT REQUIRE SIGNATURE
BANK DETAILS : SB A/C NO 10216030957 GREATER BANK, KANDIVALI (W)
IFSC CODE GBCB0000016 MICR 400095016

ARREARS / ADV. : 0.00

TO AVAIL REBATE OF RS 200 BY PAYING WITHIN 1 MONTH FROM DATE OF BILL
PL PAY YOUR BILL AMOUNT ON OR BEFORE DUE DATE OTHERWISE INT @ 21% P.A.
THIS IS COMPUTER GENERATED BILL DOES NOT REQUIRE SIGNATURE
DUE DATE IS 31 03 2023 WITH NO REBATE

INTEREST : 0.00

NET AMOUNT DUE : 11139.00



UDYOGNAGAR CO-OP. HOUSING SOCIETY LTD.

Hon. Secretary / Treasurer / Chairman

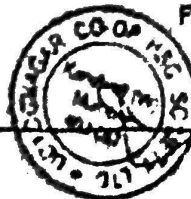
RECEIPT-DETAIL

Receipt N : 270 Date : 31/03/2023
Flat No. : S2-208 Name : KIRIT B. SHAH
Narration : Against Bill No. 310 Dated 01/01/2023

Bank Name : Canara Bank Cheque Date : 31/03/2023
Branch : Cheque No. : 281805
Amount (Rs.) 57304.00

Received with Thanks Sum of : Total Rupees Fifty Seven Thousand Three Hundred Four Only

Subject to realization of Cheque(s).



For UDYOGNAGAR CO-OP. HOUSING SOCIETY LTD.

Hon. Secretary / Treasurer / Chairman

THE UDYOGNAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M. C. S. Act, 1960)

Regd. Office: 19, Bombay Talkies Compound, Malad (West), Bombay-400 064.

No. 027

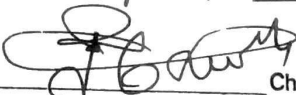
Member's Register No. 27

Authorised Share Capital Rs. 3,00,000 Divided into 6000 Shares each of Rs. ~~500~~ 50/- only.

THIS IS TO CERTIFY that ~~Shri~~/Smt. JAYWANTI J. SHAH.

of Bombay is the Registered Holder of Shares [5] from No. 131
to 135 of Rupees Two hundred fifty only [250/-]
in **THE UDYOGNAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED**
Bombay - 400 067 subject to the Bye-laws of the said Society and that upon each of
such Shares the sum of Rupees ~~500000~~ One hundred has been paid.
FIFTY Only

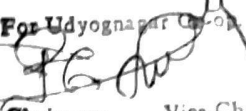
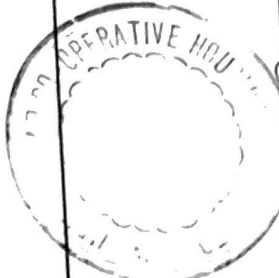
GIVEN under the Common Seal of the said Society at Bombay this 15th
day of December 1981 .


Chairman


Hon. Secretary


Member of the
Committee

Memorandum of the transfer of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regd. No (Old)	To whom Transferred	Share Regd. No. (New)
26497	70	27	Share KIRIT BALUBHAI SHAM For Udyognagar Co-op. Housing Society Ltd.  Chairman Vice-Chairman Secretary	 J.A. Shah

Chairman

Hon. Secretary

Committee Member

Handwritten signature and initials, possibly "I. M. Patel" and "29/3/97".

I. M. Patel
 Proper officer
 extend of Sale Officer, Bandra
 General Stamp office, Bombay

AGREEMENT FOR SALE

* Jany
 * K38

THIS AGREEMENT FOR SALE made and entered into at MUMBAI this 29 day of March, 1997 : BETWEEN : MRS. JAYWANTI J. SHAH, Hindu, adult, Indian Inhabitant of Mumbai, residing at Flat No.25/2, Mount Blanc, Dady Seth Hill, August, Kranti Marg, MUMBAI - 400 036, hereinafter called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include her heirs, executors, administrators and assigns) of the ONE PART; AND : MR. KIRIT B. SHAH, Hindu, adult, Indian Inhabitant, residing at 1-A, Champa Vihar, M.G. Road, Kandivali (West), Mumbai - 400 067, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the Other Part;

* Jany
 * K38

WHEREAS : -

1. "THE TRANSFEROR" is the absolute and exclusive owner, fully seized and possessed and well sufficiently entitled ownership Flat premises bearing No. B/208, on 2nd Floor, in the building known as THE UDYOG NAGAR CO-OPERATIVE HOUSING SOCIETY LTD., Building No.S-2, situated at Kamla Vihar Complex, Dahanukar Wadi, Kandivali (West), MUMBAI - 400 067., what is called "ON OWNERSHIP BASIS" (Which is hereinafter referred to as "the said Flat premises).

2. "THE TRANSFERORS" is the bonafide member of the Udyog Nagar Co-operative Housing Society Ltd., a registered society formed under the Maharashtra Co-operative Societies Act, 1960 vide Regn. No. BOM/DHP/(1)/26 Dated 02-06-1994, hereinafter referred to as "the said Society", and by ~~virtue~~ of membership in the said society "THE TRANSFERORS" are holding five fully paid up shares of Rs.50/- each bearing Distinctive Nos. from 136 to 140 (both inclusive). under share Certificate No. 028.

3. "THE TRANSFEROR" declares that her membership in the said Society is valid and subsisting and not terminated by the said society and she has not received notice of expulsion from the membership of the said society, or any other notice restraining her from transferring the said flat premises and the said five shares.

X *[Signature]*

X *[Signature]*

4. "THE TRANSFEROR" further declares that her title over the said Flat premises is marketable and free from all encumbrances.

5. "THE TRANSFEROR" has agreed to sale to "THE TRANSFEREE" and "THE TRANSFEREE" has agreed to purchase from "THE TRANSFEROR" the said Flat premises of the said Society, together with all rights, title interest, benefits, sinking fund amount and shares on the following terms and conditions mutually agreed upon by and between the parties hereto.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. "THE TRANSFEROR" has agreed to sale, transfer and assign to "THE TRANSFEREE" and "THE TRANSFEREE" has agreed to purchase and acquire the said Flat No.B/208, on 2nd Floor, admeasuring 1070 Sq.ft. (Built-up) area, in the building knowm as the Udyog Nagar Co-operative Housing Society Ltd., Building No.S-2, situated at Kamla Vihar Complex, Dahanukar Wadi, Kandivali (West), MUMBAI - 400 067.., together with all rights, title, interest, benefits, sinking fund amount, shares etc. at the lump sum price or consideration amount of Rs.9,75,000/- (RUPEES NINE LAKHS SEVENTY FIVE THOUSAND ONLY).

X / ay

X KRS

2. "THE TRANSFEREE" has paid to "THE TRANSFEROR" the sum of Rs.9,75,000/- (RUPEES NINE LAKHS SEVENTY FIVE THOUSAND ONLY) on execution of this Agreement as per the particulars mentioned in the receipt hereafter being the full and final consideration amount (the payment and the receipt whereof "THE TRANSFEROR" doth hereby admits and acknowledges).
3. "THE TRANSFEROR" shall hand over to "THE TRANSFEREE" the vacant and peaceful possession of the said flat on execution of this Agreement.
4. "THE TRANSFEROR" hereby declares that she has in no way created any charge, claim or lien on the said Flat premises and that the said Flat premises hereby agreed to be sold is free from all claims, charge, lien, mortgage and encumbrances. Should there be any claim from any person or persons against the said Flat premises, "THE TRANSFEROR" doth hereby agrees and undertakes to indemnify "THE TRANSFEREE" against such claims.
5. "THE TRANSFEREE" is entitled to become a member of the said society and also agreed to abide by the rules, regulations and bye-laws of the said Society.
6. "THE TRANSFEROR" agrees and undertakes to sign and execute all acts and deeds including Sale Deed, Affidavits, Declarations, Undertakings, etc. in favour of the "THE TRANSFEREE" and/or in favour of the society and/or in favour of other Government/Semi-Govt. : 5 :

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authorities for effective transfer of the said Flat premises and all incidentals thereof in the name of "THE TRANSFEREE".

7. "THE TRANSFEROR" agrees and undertakes to get the said Flat premises transferred in the records of the said Society in the name of "THE TRANSFEREE" and transfer charges payable to the society will be born and paid by the both THE TRANSFEROR only.

8. "THE TRANSFEROR" has agreed to pay the society's dues, arrears and outgoing like maintenance, Municipal Taxes, Water Charges, Electricity charges, funds etc. pertaining to the said Flat premises till the date of possession of the said Flat premises and there after such charges will be paid by "THE TRANSFEREE" only and both the parties keep indemnified each other in this respect.

9. "THE TRANSFEROR" shall hand over to "THE TRANSFEREE" the original papers and Share Certificate pertaining to the said Flat premises on completion of transaction of sale.

10. "THE TRANSFEROR" hereby declares that there are no prohibitory order by any Government and/or Local Authority or injunction by any Court restraining him from handing over and/or transferring these said Flat premises, "THE TRANSFEROR" further declares that no attachment has been levied on the said Flat premises.

X *[Signature]*

X *[Signature]*

11. "THE TRANSFEREE" shall pay the necessary stamp duty as leviable by the concerned Government authority on this Agreement and shall also lodge this agreement for registration by paying registration fees with co-operation of "THE TRANSFEROR" and "THE TRANSFEROR" agrees to give Income-Tax clearance Certificate U/S. 230-A of I.T. Act required for registration purpose of this Agreement.

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

PROPERTY SCHEDULE

Flat premises bearing No. B/208, on 2nd Floor, admeasuring 1070 sq.fts. (Built-up) area, in the building known as THE UDYOG NAGAR CO-OPERATIVE HOUSING SOCIETY LTD., Building No.8-2, situated at Kamla Vihar Complex, Dahanukar Wadi, Kandivali (West), MUMBAI - 400 067, constructed on all that piece or parcel of land bearing Survey No.140, Hissa No.2, CTS No. 94, Survey No.140 Hissa No.4, CTS NO.97 and Survey No.141, Hissa No.1, and CTS NO.98 AND bearing new CTS NO.94A,94B,94C,94D,94E & 94F admeasuring about 25733.1 square metres situated at Kandivali (W), Mumbai.

X Jay
X K38

SIGNED AND DELIVERED by the)
 within named TRANSFEROR)
SMT. JAYWANTI J. SHAH,)
 in the presence of)
 *[Signature]*)

at for - 12/1/2016

SIGNED AND DELIVERED by the)
 within named TRANSFEREE)
MR. KIRIT B. SHAH)
 in the presence of)
 *[Signature]*)

K. B. Shah

RECEIPT

RECEIVED on the day and the year first hereinabove written : the sum of Rs.9,75,000/- (RUPEES NINE LACS SEVENTY FIVE THOUSAND ONLY), being the full & final consideration amount from withinnamed Transferee as within following particulars.

<u>AMOUNT</u>	<u>CHEQUE NO.</u>	<u>DATED</u>	<u>DRAWN ON</u>
3,50,000/-	205654	10/02/1997	The Ratnakar Bank Ltd
3,00,000/-	243061	10/03/1997	---DO---
2,00,000/-	243062	11/03/1997	----DO---
1,25,000/-	243063	18/03/1997	----DO----

Rs.9,75,000/-
=====

I SAY RECEIVED

MRS. JAYWANTI J. SHAH)

x *Jayanti J. Shah*

WITNESSES : -

1. *Sch...*
- 2.