GENERAL STAMP OFFICE TOWN HALL, FORT, MUMBAI - 400 023. MAH/GSO/001



00029 \_\_\_\_ MAHARASHTRA

Ad; 126/2001 M.v. Rs - 66,95,000/-

(b) educious M. M. Pednekar Proper Officer, General Stamp Office Mumbai

CERTIFI (ATE

This is to Certify that this einstrument is fully Stamped, under Section 32 of the Bombay Stamp Act 1958 & Adi Lee Rs. 100/ - vide Challan No. 31 and+d. 17/5/2001



Dy. Inspic or General of Registration and Dy. Controller of stamps (Enforcement Mumbal)

AGREEMENT FOR TRANSFER

THIS AGREEMENT FOR TRANSFER is made at Mumbai this day of May, 2001, BETWEEN SHRI GULABRAI HASSOMALO GANGWANI, Indian Inhabitant, residing at Flat No. ₹ 5 9th Floor, 'Deepak' 755/8, Pedder Road, Mumbai-400 026; hereinafter referred to as "The TRANSFEROR' (who expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART AND MRS. AJAY ATHA AND MR. AJAY LILADHAR ATHA, both of Mumbai Indian Inhabitants, residing at R.No.30, Tarapur al Building, August Kranti Marg No.2, Kemps Corner

Mumbai - 400 036, hereinafter jointly referred to



"the TRANSFEREES" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors, administrators and assigns) of the OTHER PART

whereas: (A) The Transferor is the registered member and shareholder of ROCK-CASTLE Co-operative Housing Society Limited, a Co-operative Society registered under the Maharashtra Co-operative Societies Act 1961 under Registration No.790/BOM/HSG of 1964 and having its Registered office at Deepak 755/8, Pedder Road, Mumbai 400 026; (hereinafter referred to as the "said Society") and holds in all five (5) shares in the said Society of the face



(both inclusive), held under share certificate No. 41 issued by the said Society, which shares are hereinafter referred to as the "said Shares".

(B) The Transferor as the member of the said society is entitled to and is in

said society is entitled to and is in exclusive use, enjoyment, occupation and possession of the flat admeasuring 815 sq.ft.(built-up) or thereabouts bearing No.84 on the 9th floor of the Society's building known as 'Deepak' lying being and situated at 755/8, Pedder Road, Mumbai - 400 026, within the Registration District and Sub-District of Mumbai City and more particularly described in the schedule hereunder written and is hereinafter referred to as the "said Flat".

value of Rs.50/- (Rupees Fifty) each,

bearing distinctive Nos. 201 to

(C) The Transferor has agreed to sell, transfer and assign and the Transferees have agreed to purchase and acquire from the Transferor all the right, title and interest of the Transferor in the said Shares and as incidental to the sale thereof the right to use,





enjoy and occupy, the said Flat at or for the lump sum price of Rs.74,00,000/- (Rupees Seventy Four Lacs only).

NOW THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

The Transferor hereby agrees to sell, assign and transfer and the Transferees hereby agree to take over and acquire from the Transferor the said Shares and as incidental to the sale thereof all and singular thal beneficial right, title, interest, property, claim and demand of the Transferor and deposits made by it, i f any, as member of the said Society into and upon said Flat including the right to use, enjoy and occupy the said Flat admeasuring 815 sq.ft. (built up) OI thereabouts bearing No.84 on the ninth floor of the Society's building known as 'Deepak', lying being situated at 755/8, Pedder Road, Mumbai 400 026 the Registration District and Sub-District of more particularly described in the schedule hereunder written and is hereinafter referred to as the Flat" for the lump-sum consideration of Rs.74,00,000/-(Rupees Seventy Four Lacs only) to be paid by the Transferees to the Transferor as set-out hereinafter.

2. Transferees shall pay to the Transferor the lumpsum consideration of Rs.74,00,000/- (Rupees Seventy



Four Lacs only) as under:

(a) Rs.50, 10,000/-

(Rupees Seven Lacs Forty Thousand only) by Cheque bearing No.661181 dt.10/4/2001 drawn on Punjab National Bank, Duriasthan Street, Mandvi Br., Mumbai 400 003 together with a sum of Rs. 42, 70,000/-(Rupees Forty Two Lacs Seventy Thousand only) paid by cheque bearing No.661182 dated 17/5/2001 drawn on Punjab National Bank Duriasthan Mandvi Branch, street, Mumbai 400 003 aggregating Rupees Fifty Lacs and Ten Thousand only) as and by way of earnest money deposit paid the Transferee bу to to the Transferor (the receipt whereof the Transferor doth hereby admits and acknowledge)

(b) Rs. 23, 90, 000=00

(Rupees Twenty Three Lacs and Ninty Thousand only) within fifteen (15) days from the date of execution of these presents against vacant and peaceful possession of the flat.

Rs.74,00,000=00

3. Transferor has represented to the Transferee that Standard Chartered Grindlays Bank has sanctioned to the Transferee, housing loan to the extent Rs.23,90,000/-(Rupees Twenty Three Lacs Ninty Thousand only) and the payment of the balance lump-sum consideration of Rs.23,90,000=00/-(Rupees Twenty Three Thousand only) Lacs Ninty will be made the Transferor by bankers cheque issued by Standard Chartered Grindlays Bank in the name of the Transferor.

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- 4. The Transferor hereby represents to and covenants with the Transferees that the Transferor has not at any time heretobefore done or knowingly suffered or been party or privy to any act, deed or thing whereby the Transferor is or can be prevented from transferring the said flat and the said shares.
- 5. The Transferor hereby covenants and declares that:
  - a. The Transferor has not assigned or transferred or agreed to assign or transfer the said Flat and the said Shares to any person or any party other than the Transferees.
  - b. The Transferor is solely and absolutely entitled to the said Flat and the said Shares and that no other person or party has any right, title or interest of whatsoever nature in respect of the said Flat or any part thereof and/or the said Shares.
    - power and absolute authority to enter into this agreement and transfer the said Flat and the said Shares. Neither the Transferor nor any one on its behalf, has done, committed or omitted any act, deed, matter or thing whereby its right to sell, transfer the said Flat is affected or prejudiced.



- The Transferor has in no way created or is d. liable for any mortgage, right, charge, lien, claim or any tax liabilities in respect of the said Flat or any part thereof nor said Flat is the subject matter of litigation nor is the same or any thereof attached in execution of any decree nor has the Transferor created any tenancy, lease or license or any right in favour of any person or persons in respect of the said Flat and the same has been agreed to be sold, transferred and assigned in favour of Transferees free from all encumbrances. claims, liens and charges whatsoever.
- e. The Transferor has duly observed and performed the rules and regulations and bye-laws of the said Society and has duly paid the electricity charges and maintenance and other charges and outgoing relating to the said Flat to the said Society and shall further pay all monthly/quarterly bills of the said flat up to March, 2001.
- f. The Transferor undertakes to indemrify and keep indemnified the Transferees, their respective heirs, successors or assigns forever and at all times against any claims arising by, through, or under the Transferor

TOTAN

in respect of the said Flat and undertakes to keep the Transferees and/or their successors in title/assigns indemnified and harmless altogether with all costs, expenses and damages in respect of any demand raised against the Transferees by any person or persons claiming through the Transferor and assigns saved and harmless altogether with cost and expenses in respect of any lacuna in title whereby the Transferees are prevented in their right to peaceful enjoyment of the said Flat or the same is disturbed or affected in any manner whatsoever.

- 6. The Transferees hereby covenant with the Transferor as under:-
  - (a) that the Transferees shall on or after the date on which the Transferor delivers vacant possession of the said Flat to the Transferees, the Transferees shall regularly pay and discharge to the said Society their proportionate consideration of the municipal taxes, water, electricity and other charges and outgoings payable in respect of the said Flat.
    - (b) that the Transferees shall observe and perform and abide by all the rules and regulations and bye-laws of the said Society





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## from time to time in force.

7. It is agreed that vacant possession of the said flat will be handed over to the Transferees only upon the Transferees paying to the Transferor the entire lump-sum consideration as provided in Clause (2) hereinbefore.

8. The Transferor agrees and undertakes that upon the Transferees paying the entire lump-sum consideration as provided in clause (2) hereinbefore the Transferor shall execute deliver register and complete such other instruments, documents and writings including transfer forms for the transfer of the said Society's membership and the Shares of the said Society as may be required by the Transferees for more perfectly securing, assuring and effectively transferring the said Flat and the said Shares to the Transferees forever.

9. It is agreed between the parties that all costs, charges and expenses of and incidental to this Agreement for Transfer including registration charges and stamp duty, shall be paid by the Transferees alone, and the transfer charges leviable by the said Society, if any, will be paid equally by the Transferor and the Transferees. The parties however shall bear and pay the professional costs of their respective Advocates.

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10. The Transferor hereby confirms that the Transferor shall obtain clearance under Section 230-A of the Income Tax Act, 1961 to enable the Transferees to register this document.

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

# THE SCHEDULE HEREIN BEFORE REFERRED TO:

Flat admeasuring 815 sq.ft. (built up) or thereabouts bearing No.84 on the ninth floor of the building known as 'Deepak', owned by Rock Castle Coperative Society Limited lying being and situate on land bearing City Survey No. 755, 755/8, Pedder Road, Mumbai 400 026 within the Registration District and Sub-District of Mumbai. Malbas & Cumballa XIII Division.

- (i) Building comprised of ground + nine upper floors with lift.
- (ii) Ruilding constructed prior to 1965;

(iii)Municipal Ward 'D' (west).







Signed and Delivered on behalf of Shri Gulabrai Hassomal Gangwani the Transferor) PER PRO MR. G. H. GANGWANI the handof withinnamed by Hurancova Shri Hiranand Hassomal Gangwani) his duly Constituted Attorrey 2. Shortnughon & Clahabric. SHATRUGHAN (R.CHHABRIA) Signed and Delivered by the withinnamed Transfereess) Mrs. Varsha Ajay Atha and Mr. Ajay Liladhar Atha in the presence of.. 1. Co hum huma?.

(A. G. KATARIA)

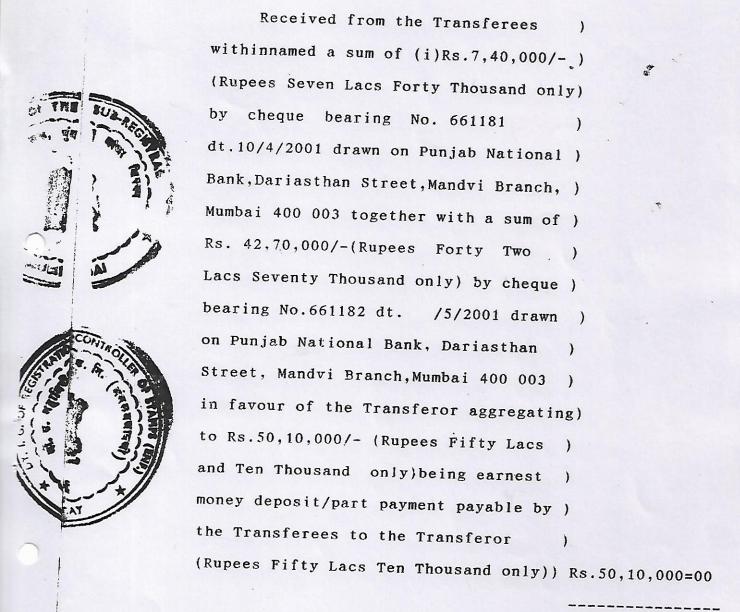
2. Shatroghon P. Chlodon.

SHATROGANY! CHHABRIA)

at-GULAB

/OTA

### RECEIPT



Rs.50,10,000=00

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CHETRESS? \_ CID C. G. G. MATARIA) (A.G. KATARIA) (27 Sharughon B. Chubris (SHATRUCAN P. CHAMKIM)

PER PRO MB. G. H. GANGWANI

(SHRI GULABRAI HASSOMAL GANGWANI)

SOTARA

# Rock-Castle

# Oo-operative

REGISTERED UNDER MAHARASHTRA CO-OPERATIVE SOCIETIES ACT, 1960 (MAHTRASHTRA ACT NO, XXIV OF 1961)
REGISTRATION NO. 790 BOM/HSG/OF 1964 Housing Society

AUTHORIZED SHARE CAPITAL RS. 10,750/ DEEPAK, 755/8, PEDDER ROAD, BOMBAY-26. WB

250 EQUITY SHARES OF RS. 50/- EACH

is are the Register holder(s) of First numbered from 201 This is to certin that the 6 205 ... both inclusive in the capital of Thanes of Supees lifty each

Rock-Castle CO-OPERTIVE HOUSING SOCIETY LTD. subject to the provisions of the

respect of each share. By-laws of the said Society whon which payment has been fully made to this date in

the Common Seal of the Society at Rombay this Englanday of Est 1965 Rock-Castle Co-operative Housing Society Ltd.

M. HBMAJ
Member of Mg. Committee

Hon Secretary y cent freens for

Any of the Shares comprised in this Certificate shall be registered until this Certificate has been delivered at the Society's office

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मह हुम्बम निः धक धुवई शहर

(3) की हरानंद स्लुमल जंगवानी, वय - ७०, ट्यवलाय राठ ४०८, जाली भवन २, न्स् मरीम लारिन्छ, भुंबाई २० हे राठ ४०८, जाली भवन २, न्स् मरीम लारिन्छ, भुंबाई २० हे राठ ४०८, जालायर हस्तुमल जंगावानी थांघोत्छ भुरात्मार भ्राण्य -विकास अस्मा वय - ३१, क्यांकाय की भी जान्य लीलायर आणा, वय - ३६, व्यवणाय रेग ३ दोही राठ ८४, दिएए अपार्टमेंट, पेइर रोड, भुंबाई २६

> दरतऐयल करून देगार। स्थाकथित अर्जे दस्तार्थक क्राउन दिल्याच कब्ल करतात.

( ) Hiranay

राष्ट्र लालाजा , मुंबर १२

@ भी योगेश क्रांयव या पोर्ट, मुंबाई रड

> है दोधे बरीक क्स्तहेनन कुट्टन हिमान्यास ओळखत जन्माने तीनवाह





नोंदला 2012/2009 दारीख अपिलाबी सुनावणी करण्याखेरीज

विवंधकाचे सर्व अधिकार असलेला

ATTESTED TRUE COPY

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Government of India Mumbai & Thane Dist.



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FOR PAYMENT TO GOVERNMENT

ठिकाण/Place

(अहुस्तातरणीय)

16/05/2001

VARSHA AJAY ATHA & OTHER

Received from

यांच्याकडून/

550750.00

Five Lakh Fifty Thousan

Hundred Fifty रुपये Rupees

याकरिता मिळाले

mode of Payment:

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PUNJAB NATIONAL BANK (PNB)

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ADJUSTED DN : 16/05/2001

रोखपाल व लेखपाल Cashier or Accountant (सही Signature) करिया भूदनम् Designation)