

Rs. Fifty seven thousand one hundred fifty only.

OFFICE OF THE
SUB REGISTRAR AND
ADMINISTRATIVE OFFICER
OLD CUSTOM HOUSE
MUMBAI-400 023.
MAH/CCRA/DIST/010

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STAMP DUTY
INDIA
Rs. ≈ 0057150/-
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MAHARASHTRA
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Proper Officer,
Sub Registrar & Administrative Officer
Mumbai-23.

ARTICLES OF AGREEMENT made and entered into at Mumbai
this 12th day of DEC. 2000 BETWEEN: SHYAMAL
PRAMODCHANDRA MEHTA, of Mumbai, Indian Inhabitant, residing at
Mangal Kunj, 2nd floor, Sahar Road, Andheri(East), Mumbai-400 069
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 her heirs, executors and administrators) of the ONE PART AND
(1) SHRI CHANDRAKANT DHARAMSHI SHAH alias KUTHIA and (2)
SMT. ARCHANA CHANDRAKANT SHAH alias KUTHIA, both of
Mumbai, Indian Inhabitants, residing at 201/B, Tulip, 2nd floor, Eksar Road,
Borivali(West), Mumbai-400 092 hereinafter referred to as "THE
TRANSFEREES" (which expression shall unless it be repugnant to the context
or meaning thereof be deemed to mean and their respective heirs, executors,

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administrators and assigns) of the OTHER PART:

W H E R E A S:

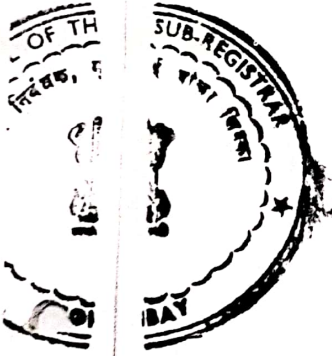
(i) One Mangal Kunj Co-operative Housing Society Limited, is a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG./K-EAST/1533 of 1967(hereinafter referred to as "the said Society") is seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground together with the building standing thereon and known as "Mangal Kunj" situate, lying and being at Sahar Road, Andheri(East), Mumbai in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bearing C.T.S. No. _____ of Village Sahar, Taluka Andheri (hereinafter referred to as "the said property");

(ii) The Transferor is a Member and Shareholder of the said society and holding 5 share sof Rs.50/- each fully paid up bearing distinctive Nos.16 to 20 (both inclusive) as evidenced by Share Certificate No.4 (hereinafter referred to as "the said shares");

(iii) As Member and Shareholder of the said Society, the Transferor is entitled to hold, use and occupy the a flat bearing No.7 on the 2nd floor of the said building known as "Mangal Kunj" situate at Sahar

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Road, Andheri(East), Mumbai-400 069 and the area of the said flat is 515 square feet of carpet area;(hereinafter referred to as "the said flat");

(iv) Pursuant to the negotiations that took place between the Transferor and the Transferees, the Transferor has agreed to sell and transfer unto the Transferees and the Transferees have agreed to purchase and acquire from the Transferor all their right, title and interest in the said shares and incidental thereto the right to hold, use and occupy the said flat free from all encumbrances on the terms and conditions hereinafter appearing;


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

1. The Transferor shall sell and transfer unto the Transferee and the Transferees shall purchase and acquire from the Transferor:

(a) The right, title and interest of the Transferor in five shares of Rs.50/- each fully paid up and bearing Distinctive Nos.16 to 20 (both inclusive) of the said Society held by the Transferor;

(b) The right of the Transferor as Member and Shareholder of

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the said Society to hold, use and occupy Flat bearing No.7 on the 2nd floor of the building known as "Mangal Kunj" situate at Sahar Road, Andheri(East), Mumbai-400 069 (hereinafter referred to as "the said flat");

(c) right, title and interest of the Transferor in the assets of the said Society standing to the credit of the Transferor in the books of the said Society;

(d) The right, title and interest of the Transferor in all other funds and assets standing in the name of the Transferor in the books of the said Society.



2. The consideration for the sale and transfer of the said flat and the said shares shall be Rs.12,30,000/- (Rupees Twelve Lakhs thirty thousand only) and the same shall be paid by the Transferees to the Transferor as follows:

(a) A sum of Rs. _____ as earnest money and/or deposit on or before the execution hereof (the payment and receipt whereof the Transferor doth hereby admit and acknowledge); and

(b) A sum of Rs. 12,30,000 being the ^{FULL} ~~balance~~ of the

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consideration price shall be paid on completion as hereinafter provided;

3. It is agreed by and between the parties hereto that the sale and transfer shall be completed on or before 13th DEC 2012 time being the essence

4. Before the completion of sale and transfer, the Transferor shall apply and obtain the consent of the said Society for the sale and transfer of the said shares and the said flat in the name of the Transferees and transfer fee, if any, payable to the said Society shall be borne and paid by the Transferor and the Transferees in equal shares.

5. The Transferor shall pay and discharge all liabilities and outgoings and maintenance charges payable to the said Society, the Municipal Corporation of Greater Mumbai and other statutory bodies and authorities in respect of the said flat upto the date of completion.

6. It is agreed that on receiving the consent of the said Society and granting its permission for the sale and transfer of the said shares and the said flat in the name of the Transferees, the Transferor shall sign and execute all necessary deeds, documents including Deed of Transfer as may be required by the Transferees and the said society in respect of the said shares and the said flat and hand over the same alongwith the Share Certificate and the documents and the Title Deeds to the Transferee.

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7. It is agreed by and between the parties hereto that on completion of the sale and transfer and on payment of the balance of the consideration the Transferor shall put the Transferees or their nominee/s into vacant and peaceful possession of the said flat.

8. It is agreed that all deposits by way of sinking fund or otherwise standing to the credit of the Transferor in the books of the account of the Society shall be transferred and credited to the name of the Transferees.

9. It is agreed that on completion of sale and transfer, the Transferees shall be entitled to hold, use, occupy and person the said flat without any let, hindrance, denial, demand, interruption or eviction by the Transferor or any other person or persons lawfully or equitably claiming or in trust for the Transferor or any of them.

10. The Transferor has represented to the Transferees as follows:

- (a) that she is the absolute Owner of the said flat and the said shares and she is in exclusive use, occupation, possession and enjoyment of the said flat and no one has any right, title or interest or claim of whatsoever nature in the said flat or any part thereof and the said shares and the said flat are her self-acquired property and she is entitled to deal with and



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dispose of the same;

(b) Her Membership in the said Society is valid subsisting and binding and she has observed all the Rules, Regulations and Bye-laws of the Society as also the Rules and Regulations of statutory bodies for the use and occupation of the said flat;

(c) She has paid all outgoings and maintenance dues payable to the said Society and statutory bodies for the use and occupation of the said flat and are not in arrears of the same and shall pay, if any maintenance or outgoings is payable prior to the completion of the sale in respect of the said flat;

(d) Prior to entering into this Agreement, She has not entered into any Agreement for Sale or demised on lease or created any tenancy or given on Leave and Licence basis or inducted any person or party in the said flat and in the said flat or any part thereof and has not received any consideration price from any third party or in any manner, she has not encumbered the said shares and the said flat or any part thereof or parted possession of the said flat or any part thereof to any person or party;

(e) that the said flat is not subject matter of any litigation and



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there are no prohibitory orders passed by any Court of Law or any statutory body preventing them from selling and transferring and/or parting with possession of the said flat;

(f) there are no minors who are interested in the said flat and the said shares;

On the aforesaid representation made by the Transferor to the Transferees, the TRANSFEREES have agreed to purchase and acquire the said flat and the said shares from the Transferor and the Transferor shall indemnify and keep indemnified the Transferees from and against any claim that may be made by any person or party including all actions, demands, suits, proceedings, costs, charges and expenses that may be caused to the Transferees and/or their nominee/s.



13. It is agreed that on completion of sale, the Transferor shall sign and execute all necessary documents and writings as may be required by the Transferees to vest the said shares, the said flat in the name of the Transferee or his nominees.

14. All deposits by way of sinking fund or otherwise standing to the credit of the Transferor in the books of the said Society shall be transferred and credited to the account of and in the names of the Transferees or their nominee/s.

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15. It is agreed that the stamp duty and registration charges, if any, payable on completion, the same shall be borne and paid by the Transferees alone.

IN WITNESS WHEREOF, the parties hereto has hereunto set and subscribed their respective hands and seals the day and year first herinabove written.

SIGNED SEALED AND DELIVERED)

by the withinnamed TRANSFEROR)

SHYAMAL PRAMODCHANDRA MEHTA)

Shyamal P. Mehta

in the presence of)



SIGNED SEALED AND DELIVERED)

by the withinnamed TRANSFEREE)

1 SHRI CHANDRAKANT DHARAMSHI SHAH)
alias KUTHIA and)

Dission S. Shah

2 SMT. ARCHANA CHANDRAKANT SHAH alias)
KUTHIA)

Archana C. Shah

in the presence of)

)

Received the day and year first hereinabove written)
of and from the withinnamed Transferee a sum of Rupees)
_____ as earnest money and/or)
deposit as withinmentioned to be paid by him paid to me.)Rs. 1230.00 (=

Pay order No.	<u>Date</u>	The Cosmos	I SAY RECEIVED:
2671	13/12/2m	Co-op Bank	Shyamal P. Mehta
2672 } 2000	"	Ltd	
2673	"	Vile-Parle	
		BK. Mumbai	
		-400057	

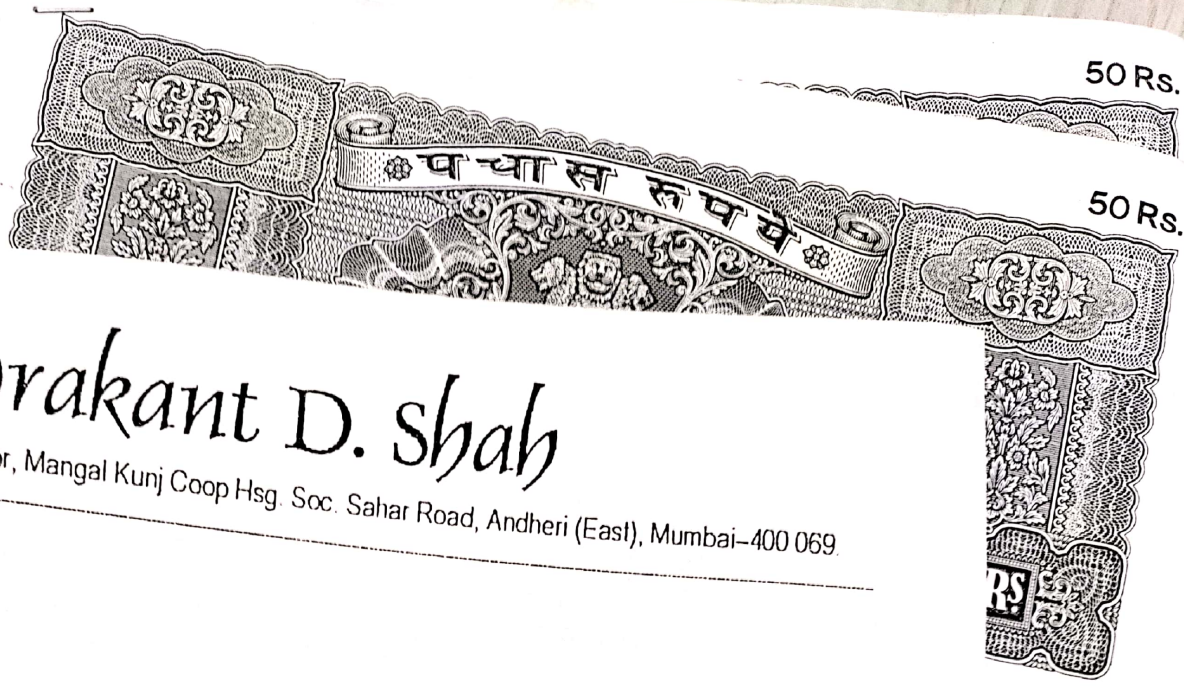
TRANSFEROR

WITNESSES



50 Rs.

50 Rs.



Chandrakant D. Shah

Flat No.7, Second Floor, Mangal Kunj Coop Hsg. Soc. Sahar Road, Andheri (East), Mumbai-400 069.

To Whom It May Concern:

I, Chandrakant D. Shah, at present residing at Flat No. 7, Second Floor, Mangal Kunj Coop. Hsg. Soc. do hereby declare on solemn affirmation that I hereby give my consent to mortgage the abovesaid Flat as collateral security for the purpose of obtaining Cash Credit Facility for **M/s Pinank Ply & Laminates, Mumbai.**



Yours truly,

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(Chandrakant D. Shah)

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**THE COSMOS CO-OPERATIVE BANK LTD.
(Multi-State Scheduled Bank)**

Final Legal Opinion

Date: 16.11.2017

To,
The Manager,
Dadar Branch

Shyamal
Chandrakant

**Sub :- Final Legal Opinion in respect of the
immovable property**

- 1) **All that piece and parcel of Flat no. 7, adm.
Area of 515 sq.ft. Mangal Kunj CHSL, Sahar
Road, Andheri East Mumbai 400 069**

The applicant **Mr. Chandrakant Kutiya and Mrs Archana Kutiya**, herein approached the Bank for certain loan facility and offered above mentioned property as security 1) All that piece and parcel of Flat no. 7, adm. Area of 515 sq.ft. Mangal Kunj CHSL, Sahar Road, Andheri East Mumbai 400 069.

That the following Photocopies of the documents submitted
by the Applicants on record with respect to Captioned
Subject.

1. Valuation Report dated 13.03.2008 in respect of captioned flat issued by Miltec Consultancy Services.
2. Zerox Copy of Agreement for Transfer dated 21.02.1993 between Smt. Bhanuben Bhagchand Hingarh being Transferor and Shymal P Mehta being Transferee for purchase of captioned flat.
3. Zerox Copy of Articles of Agreement dated 12.12.2000 between Shymal P Mehta being Transferor and **Mr. Chandrakant Kutiya and Mrs Archana Kutiya** being Transferee for purchase of captioned flat bearing registration no. BBE 9313-2000.
4. Letter dated 20.12.2000 issued by Shymal P Mehta to Mangal Kunj CHSL for transfer of captioned flat to **Mr. Chandrakant Kutiya and Mrs Archana Kutiya**.

Upon Perusal of abovesaid documents, it appears that by an agreement for Transfer dated 21.02.1993, Smt. Bhanuben Bhagchand Hingarh being Transferor sold captioned flat to Shymal P Mehta being Transferee for consideration of Rs. 6,50,000/-.

WHEREAS it further appears that by an Articles of Agreement dated 12.12.2000, Shymal P Mehta being Transferor sold the captioned flat to **Mr. Chandrakant Kutiya and Mrs Archana Kutiya** being Transferee bearing registration no. BBE 9313-2000 for consideration of Rs. 12,30,000/-.



Vrajesh Shah true

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