

722

Share Certificate No. 033 Member's Regn. No 39 No. of Shares 5

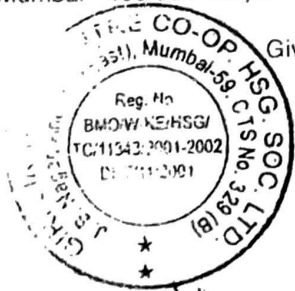
SHARE CERTIFICATE

GIRI SHIKHAR & CENTRE CO-OP. HSG. SOCIETY LTD.

(Regd. No. BMO / W-KE / HSG / TC / 11343 / 2001-2002 Dt. 7-11-2001)
CTS No 329 (B), Opp. Goenka Hall, J.B. Nagar, Andheri (East), Mumbai - 400 059
(Registered under the Maharashtra Co-operative Societies Act, 1960)

This is to certify that Shri / Smt. / M/s HARESH KUMAR MAGANLAL MEHTA
& YASHODHRA HARESH MEHTA

is the Registered Holder of 5 fully paid up share of Rs. FIFTY
each numbered from 191 to 195 both inclusive in
GIRI SHIKHAR & CENTRE CO-OP. HSG. SOCIETY LTD. J.B. Nagar, Andheri (East),
Mumbai - 400 059 subject to the Bye-laws of the said Society.



Given under the Common Seal of the said Society on

this 16th day of April 2002

Viswamkarn Appanna Authorised M.C. Member
Keshav Shankar Secretary
[Signature] Chairman

P.T.O.

HF-48303 - G. Vind B. Saraf.

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES					
Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Transferred		Regn. No. of Transferee
21/8/2005	5	39	PRITL SARAF & GROUND SARAF <i>for the purpose of & vesting in the ...</i> <i>[Signature]</i> Authorised Chairman M.C. Member		48
			Authorised M.C. Member	Chairman	Secretary
			Authorised M.C. Member	Chairman	Secretary
			Authorised M.C. Member	Chairman	Secretary
			Authorised M.C. Member	Chairman	Secretary



गावाचे नाव : कोडीविटा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 2,070,000.00
बा.भा. रू. 1,868,076.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 329 वर्णन: विभागाचे नाव - कोडीविटे (अंधेरी), उपविभागाचे नाव - 42/213 - रस्ता: मथुरादास वासनजी मार्ग. सदर मिळकत सि.टी.एस. नंबर - 329 मध्ये आहे. प्लॉट नं. 722 , 7 वा मजला, गिरी शिखर अँड सेन्टर को ऑ हौ सो लि , जे बी नगर , प्लॉट नं. 88-91
- (3) क्षेत्रफळ (1) बांधीव मिळकतीचे क्षेत्रफळ 63.54 चौ मी आहे.
- (4) आकारणी किंवा जुळी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) हरेश एम महेता - ; घर/प्लॉट नं: 501; गल्ली/रस्ता: -; ईमारतीचे नाव: इशान ; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: मांडुगा ; पिन: 19; पॅन नम्बर: एआरओपीएम3776बी.
(2) यशोधरा हरेश महेता - ; घर/प्लॉट नं: वरीलप्रमाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएडीपीएम4845क्यू.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) प्रिती सराफ - ; घर/प्लॉट नं: बी 308; गल्ली/रस्ता: -; ईमारतीचे नाव: त्रिवेणी ; ईमारत नं: -; पेट/वसाहत: ओमनगर ; शहर/गाव: -; तालुका: अंधेरी पू ; पिन: -; पॅन नम्बर: एएफईपीएस0337आर.
(2) गोविंद सराफ - ; घर/प्लॉट नं: वरीलप्रमाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: एएफसीपीएस2440एच .
- (7) दिनांक करून दिल्याचा 05/04/2005
- (8) नोंदणीचा 06/04/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 3358 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 87250.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 20700.00
- (12) शेरा

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Wednesday, April 06, 2005
12:26:57 PM

Original

नोंदणी 39 म.
Regn 39 M

पावती

पावती क्र. : 3357

दिनांक 06/04/2005

गावाचे नाव कोडीविटा


दस्तऐवजाचा अनुक्रमांक वदर4 - 03358 - 2005

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: प्रिती सराफ

नोंदणी फी	-	20700.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (18)	-	360.00
एकूण रु.		21060.00

आपणास हा दस्त अंदाजे 12:41PM ह्या वेळेस मिळेल


दुय्यम निबंधक
अप्रैरी 2 (अंधेरी)

बाजार मुल्य: 1868076 रु. मोबदला: 2070000 रु.

भरलेले मुद्रांक शुल्क: 87250 रु.

देयकाचा प्रकार डीडी/धनाकर्षाद्वारे.

बँकेचे नाव व पत्ता. स्टेट बँक ऑफ पटीयाला.

डीडी/धनाकर्ष क्रमांक 917122; रक्कम: 20700 रु.; दिनांक: 04/04/2005



Original Recd.
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7/4/05.

FLAT No. 722

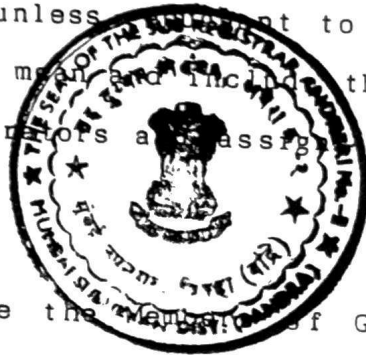


*Original Book
7/4/05*

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai, on this 5th day of APRIL, 2005, BETWEEN MR. HARESH M. MEHTA and MRS. YASHODHARA H. MEHTA, both adults, Indian Inhabitant, resently having address at Flat No.501, Ishan 5th Floor, Jame Jamshed Road, Matunga (C.R.), Mumbai-400019, hereinafter referred to as the 'TRANSFERORS' (which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART; AND MRS. PRITI SARAF and MR. GOVIND SARAF, both Adults, Indian Inhabitants, presently having address at 308, 'B' Triveni Co-op. Hsg. Soc. Ltd., Om Nagar, Andheri (East), Mumbai-400 099, hereinafter referred to as the 'TRANSFEREES' (which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the OTHER PART;

*Priti Saraf
S-M-R*



WHEREAS the Transferors are the members of GIRI SHIKHAR & CENTRE CO-OPERATIVE HOUSING SOCIETY LTD., a Society registered with Dy. Registrar of Co-operative Societies at Mumbai, under Maharashtra Co-operative Societies Act, 1960 under Registration BOM/WKE/HSG/TC/11343/2001-02 dt.07.11.2001, (herein referred to as 'THE SAID SOCIETY') and by virtue of being the Member of the said Society, they have been

The Cosmos Co-operative Bank Ltd. Vile Parle Branch, Mumbai
D-5/STP(V)/C.R.1004/06/200
4/1762-04/04

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INDIA
STAMP DUTY
MAY 11 2005
APR 11 2005

H. M. Mehta

Priti Saraf

Authorised Signatory

: 2 :

Flat No. 722, on the Seventh Floor, of the Building known as 'Giri Shikhar & Centre, situated at Plot No.88-91, J.B. Nagar, Andheri (East), Mumbai-400 059, more particularly described in the Schedule hereunder written (hereinafter referred to as "THE SAID FLAT") on what is known as "OWNERSHIP BASIS".

AND WHEREAS Flat No.722 on 7th Floor in Building Giri Shaikhar & Centre Co-operative Housing Society Ltd., situated at Plot No. 88-91, J.B. Nagar, Andheri (East), Mumbai-400 059, was acquired by SHRI HARESH M. MEHTA and SMT. YASHODHARA H. MEHTA jointly from the Builder M/s. GIRILAL & CO., vide an Agreement dated 09.11.2000.

AND WHEREAS the Transferors herein have since paid the full and entire consideration thereof to the concerned authorities and is presently holding the flat admeasuring about 52.95 sq. Mtrs. on ownership basis.

AND WHEREAS the Transferors have represented to the Transferee that they have been holding the abovesaid flat alongwith the shares Cert. No. 039 having Distinctive Nos. 191 to 195 issued by the Society as stated hereinabove and being the Member of the said Society, they are desirous of disposing off their right, title and the membership of the said Society and the Transferees herein have agreed to acquired all the right, title and interest of the Transferors in the Membership of the said Society on the following terms and conditions.



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NOW THIS AGREEMENTS WITNESSETH AS UNDER :

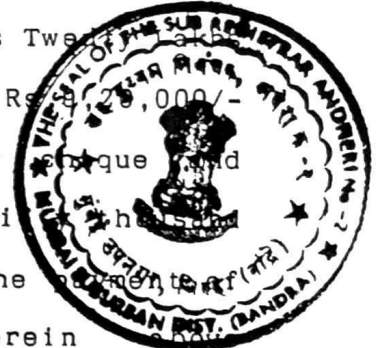
1. The Transferors hereby transfer and assign all their rights, title and interest in the said Flat being No.722, on 7th Floor, of the said Society viz. GIRI SHIKHAR & CENTRE CO-OPERATIVE HOUSING SOCIETY LTD., and the Transferees herein have agreed to acquire all their right, title and interest in the said flat, shares issued by the Society and the Membership of the said Society.

2. The Transferors hereby transfers all their rights title and interest in the above flat along with the five shares whenever issued by the society and the Membership of the said Society for the total consideration of Rs.20,70,000/- (Rupees Twenty Seven thousand only), out of which Rs.11,50,000/- on execution of this Agreement by cheque and Rs.11,50,000/- (Rupees Eleven Lakhs five thousand only). The Transferees shall make the the consideration mentioned herein simultaneously against actual physical vacant possession of the abovesaid flat on or before 15.04.2005.

The Transferor doth hereby admit and acknowledge the receipt of the said consideration as mentioned in clause 2 of this agreement and agree to acquit, release and discharge the Transferees from the payment of the consideration or any part thereof execution of this agreement.

AND

3. The Transferors doth hereby declares that the said flat is free from all encumbrances claims and



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4. to deal with or dispose off the same and undertake to keep the Transferees indemnified in this behalf. The Transferors also agrees to sign and execute all such transfer forms, papers and documents as may be necessary in favour of the Transferees or their nominee/s and has put the Transferees or their nominee/s in quiet, vacant and peaceful possession of the said flat on receipt of the full and final consideration mentioned hereinabove.
5. The Transferors shall deliver to the Transferees the vacant and peaceful possession of the said flat along with the permanent fixtures and fittings on completion of the sale i.e. on receipt of the full and final consideration mentioned hereinabove.
6. The Transferors will pay and clear off the charges payable to be Society by way of Municipal Taxes and other dues/outgoings related to the said flat up to the date of handing over the Possession to the Transferees as per the society bills or any other dues in respect of the said flat and hereby agree to keep the Transferees indemnified against any claim that may be made by the said Society or anyone else in respect of the said flat for the above period at a later date.
7. The Transferees hereby agrees to pay all the charges payable by way of Municipal Taxes and other dues/dues/outstanding related to the said flat from the date of taking over the possession of the said flat



from the date of taking over the possession of the said flat and hereby declare and confirm that they will abide by the bye-laws of the said Society without any reservation whatsoever.

8. The Transferors hereby declares and confirms that the said flat absolutely belongs to them and that they have not created any gift, pledge, lease, loan, mortgage, charge, lien, encumbrances or attachment of any Statutory Authorities or otherwise and there is no litigation, stay or any legal proceedings with regard to the said flat in any court of Law, Taxing Authorities or with Municipality or Society authorities. The Transferors further undertake to indemnify the Transferees against any suit or claim laid by anyone at a later date whatsoever.

9. The Transferors hereby releases, relinquishes, gives up and surrenders all their rights, title and interest in the membership of the said Society and Share Certificate No. 038 issued by the Society and the said flat in favour of the Transferees forever.

10. The Transferors agrees to hand over the Share Certificate No. 039 issued by the Society. Original Agreement/s and/or all other relevant documents entered into by their with the earlier Vendor, to the Transferees for their record on receipt and realisation of the full and final consideration.

11. The Transferors have executed all the relevant papers required for the effective transfer of the



said flat. However, in future and they undertakes to co-operative with the Transferees and shall execute all such further papers/documents/writings whatsoever for the effective transfer of the said flat along with the five shares by share cert. No. 039 issued by the Society.

12. The Society Transfer charges/fees will be borne and paid by Transferors and Transferees equally. However, the Stamp Duty Registration charges, legal fees and other incidental charges expenses on the present agreement, will be borne and paid by Transferees.

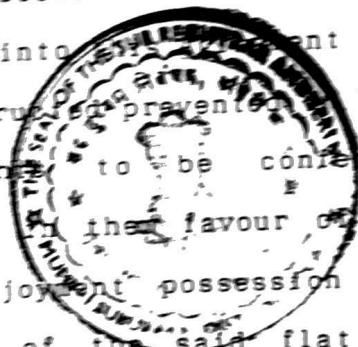
13. Should there be any claim in respect of the said flat from any person or persons or any authority pertaining to any period period to the Transferors the said flat in the name of the Transferees, the Transferors hereby agrees to indemnify the Transferees against such claims by setting such claims from their own funds only and taking all the legal responsibilities upon them.



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14. The Transferors hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the said flat and the said shares has been made and/or created by the Transferors and/or any one else claiming through them prior to this day, in favour of any person, or persons other than the said Transferees the same shall after the execution of THESE PRESENTS be deemed to be null and not binding upon the said Society/Builders and/or

15. The Transferors agrees to transfer the said shares whatever issued by the Society and their interest in the said flat to the Transferees and the Transferees are entitled to hold, possess, occupy and enjoy the said flat without any interruption from the Transferors or anyone else claiming through them. The Transferors hereby further declares that they have full right and absolute authority to enter into this Agreement and transfer the said flat and that they have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into the Agreement for Sale as purported to be obstructed or prevented or hindered in enjoying the right to be conferred or transferred or assigned in their favour or whereby quiet and peaceful enjoyment and possession of the Transferees in respect of the said flat may be disturbed and in the event of it being found that the Transferors were not entitled to enter into this Sale Deed and transfer her/their right sought or purported to be transferred hereby and the Transferees are not able to enjoy quiet and peaceful possession of the said flat due to any such reasons the Transferor be liable to compensate, indemnify and/or reimburse the Transferees all the loss or damage which the Transferees may suffer or sustain in this behalf.



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16. The Transferors hereby undertake to furnish any other documents which may be required by the Transferees to make the title of the said flat complete and absolute without claiming any extra

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charges or compensation. The Transferors also agree and undertake to sign any other documents or forms with regards to transfer of flat and/or for the payment of Stamp Duty to be paid on this Agreement, and also undertake to pay the Stamp Duty on all the earlier transactions, if any.

17. The Transferors shall pay and clear off all the charges/bills payable to M/s. Reliance Energy related to the said flat up to date of handing over the possession including outstanding if any.

18. The Transferors hereby undertakes to accompany the Transferees to the office of Sub-Registrar for the purpose of Registration of the said flat in the names of the Transferees and sign necessary documents in this regard as and when required and also furnish his PAN Number required for this purpose.



19. This Agreement has been executed in Mumbai. The property is situated at Mumbai and the payments are made in Mumbai. Hence it is subject to jurisdiction of Mumbai Courts of Law.

THE SCHEDULE OF ABOVE PROPERTY

Flat No.722 on the Seventh Floor in the Building consisting of Ground Plus Seven Floors known as 'GIRI SHIKHAR & CENTRE CO-OPERATIVE HOUSING SOCIETY LTD., situated at Plot No.88-91, J.B. Nagar, Andheri (East), Mumbai-400 059, Sub-Registration Office at Andheri Of Mumbai Suburban District, admeasuring Carpet Area of 52.95 sq.mtrs., constructed on or about 1999 bearing City Survey No.329-B, In Village Kondivita, Taluka Andheri.

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.. m ..

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands and seals the day and year first hereinabove mentioned.

SIGNED AND DELIVERED by the] SIGNAURES
 within named "TRANSFERORS"]
 MR. HARESH M. MEHTA and] *J. M. Mehta*
]
 MRS. YASHODHARA H. MEHTA] *Meheta Y.H.*
 in the presence of.....]
 (SHRI TEJAS BHANSALI)]

SIGNED AND DELIVERED by the]
 within named "TRANSFEREES"] *Priti Saraf*
 MRS. PRITI SARAF and] SIGNATURES
]
 MR. GOVIND SARAF] *G. Saraf*
 in the presence of.....]
]

बदर-४/
3347/140
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RECEIPT

RECEIVED of and from the with named TRANSFEREES MRS. PRITI SARAF and MR. GOVIND SARAF a sum of Rs.9,20,000/- (Rupees Nine Lakhs twenty thousand only) being the Part Payment of consideration for the sale and transfer of Flat No.722 on the Seventh Floor, of GIRI SHIKHAR 8 CENTRE CO-OPERATIVE HSG. SOCIETY LTD., situated No.88-91, J.B. Nagar, Andheri (East), Mumbai- under :

Sr.No.	Cheque / Payorder No.	Date	Drawn on	Amount
1.	307201	31/3/05	TAMILNAD MERCHANTS Bank Ltd. Mandvi-8A	Rs.8,10,000/-
2.	307239	4/4/05	" "	Rs.1,10,000/-
TOTAL				Rs.9,20,000/-



=====

(RUPEES NINE LAKHS TWENTY THOUSAND ONLY)

WE SAY RECEIVED Rs.9,20,000/-

GIRI SHIKHAR & CENTRE CO-OP. HSG. SOCIETY LTD.

(Regd. No. BMO / W.KE / HSG / TC / 11343 / 2001-2002 Dt. 7-11-2001)

CTS No 329(B) OPP GOENKA HALL, J B NAGAR, ANDHERI (EAST) MUMBAI 400 059

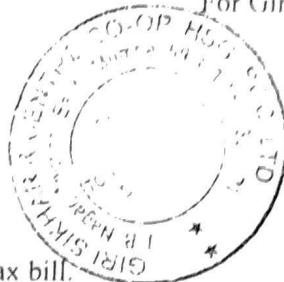
TO WHOM SO EVER IT MAY CONCERN

This is to certify that flat No.722 in our society having 52.95 Sq.mts. Carpet Area.

The Said Building is in the Revenue Village Kondivita having CTS. No. 329 B. The Said Bldg. is 7 Storeyed with lift and was constructed in the year 1999.

Place: Mumbai
Date: 25th March, 2005

For Giri Shikhar & Centre CHS Ltd.



Kumar Manjunath
Secretary

- Encl: 1) Xerox copy of Municipal tax bill.
2) Xerox copy of Occupation Certificate



बदर-४/
3347/199
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MUNICIPAL CORPORATION OF GREATER MUMBAI
NOTICE 2766/2000 of 28 SEP 2000

OCCUPANCY CERTIFICATE

To,
✓ Shri. Girilal & Co. Owner,
38, Dhanakuar Bldg.,
480, Kalbadevi Road,
Mumbai-400002.

Ex. Engineer Bldg. Proposal (V.S.)
h. and - K Wards.
Municipal Office, P. K. Patkar Marg,
Bandra (West), Mumbai-40. 50


Sir,

The full development work of building for still + 7th upper floors on plot bearing C.T.S.No.379-B situated at J.B.Nagar, Andheri (East) of village Kondivta completed under the supervision of Shri Dinesh Shah Licensed Surveyor/ Architect/ License No. CA/78/2643 may be occupied on the following conditions

1) That the Cft. under section 370-A of the Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupants cft.

A set of certified completion plan is submitted herewith.

Yours faithfully,


Executive Engineer, (Bldg. & Engg.)
Western Sub. Div. (Elect. & Engg.)

JK-492000 OccupSHAH



MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. CE/5700/1991/AK of

28 SEP 2000

OCCUPANCY CERTIFICATE

To,
✓ Shri. Girilal & Co. Owner.
38, Dhanakuar Eldg.,
480, Kalbadevi Road,
Mumbai-400002.

Ex. Engineer Bldg. Proposal (W. S.)
H. and - K Wards.
Municipal Office, P. K. Patkar Marg
Bund: (West), Mumbai-400 050

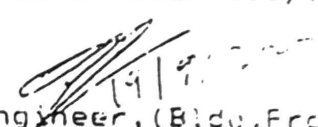
Sir,

The full development work of building for stilt + 7th upper floors on plot bearing C.T.S.No.329-B situated at J.B.Nagar, Andheri (East) of village Kondivita completed under the supervision of Shri Diresb Shah Licensed surveyor Architect/ License No. CA/78/4643 may be occupied on the following conditions

1) That the Cft. under section 270-A of B.M.C. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupants cft.

A set of certified completion plan is attached herewith.

Yours faithfully,


Executive Engineer, (Bldg. Proposal)
Western Subs. H&K East wards.

JK-492000 OccupSHAH



MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. CE/2700/1981/AK of 28 SEP 2000

OCCUPANCY CERTIFICATE

To,
Shri. Girilal & Co. Owner,
38, Dhanakuar Eldg.,
480, Kalbadevi Road,
Mumbai-400002.

Ex. Engineer Bldg. Proposal (W.S.)
H. and - K Wards.
Municipal Office, P. K. Patkar Marg
Bundia (West), Mumbai-400 050

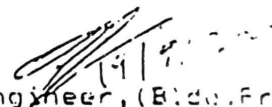
Sir,

The full development work of building for stilt + 7th upper floors on plot bearing C.T.S.No.329-B situated at J.B.Nagar, Andheri (East) of village Kondivita completed under the supervision of Shri. Dinesh Shah Licensed Surveyor/Architect/ License No. CA/78/4643 may be occupied on the following conditions:

1) That the Cft. under section 270-A of M.C.A. Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three months from the date of issue of occupants cft.

A set of certified completion plan is attached herewith.

Yours faithfully,


Executive Engineer, (Bldg. Proposal)
Western Subs. R&K/East Wards.

JK-492000 OccupSHAH

