# INFINITY TOWERS (Formerly OM-SADAN) CO-OP. HOUSING SOCIETY LTD.

(Reg. No. Bom/W-D/HSG/(TC) (4089, Year 89-90/90)

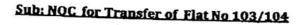
Regd. Office: 15, Narayan Dabholkar Road, Mumbai - 400 006 E-mail: infinitytowerschs@gmail.com

10th May, 2022

Ref: IT/103/104/51

Without Prejudice

To, Nehal Bhimjyani Flat No. 103/104 Infinity Towers, Mumbal - 400 006





### Dear Madam.

This has reference to your letter dated 5th May, 2022 By virtue of you being a share holder of this Society, you own Flat No. 103/104 in Infinity Towers (Formerly Om Sadan). This Society shall have No Objection In transferring the Shares presently owned by you to your nominee buyer, subject to you and the purchaser fulfilling and completing all formalities as prescribed in the bye-laws and other Statutory Obligations as prescribed by the Maharashtra Govt. As on date there are no dues from you to the Society.

In addition to whatever is stated above, we shall also need a Release Letter from ICICI BANK LTD, clearly stating that the above property Mortgaged with them if fully released.

Eurther, we are providing following details as per your requirement

Name of the Building - Infinity Towers (Formerly Om Sadan) b) Carpet Area - 1704 sq. ft.

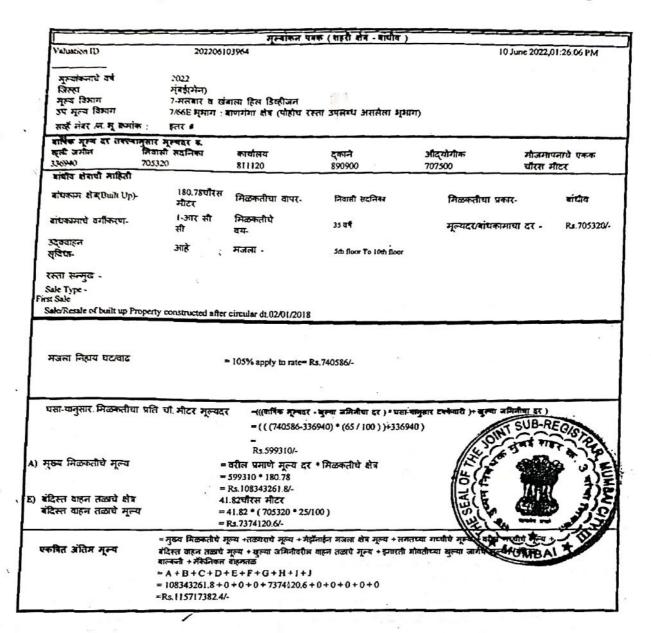
C) Number of Lifts - 3 Lifts

d) The building consists of Ground floor plus 22 floors

Plot No. 15, C. S. No. 1/231 of Malabar Division.

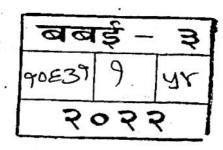
Year of Construction 1981

Yours faithfully Ramesh Si



BOVER 5000.

Park Hopes and Park Hopes



http://10.10.246.39/valuation20222023/Mumbai/HTMLReports/MBuilt.aspx

6/10/2022



### AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is made at Mumbal this 10th day of June, 2022,

#### BETWEEN

MS. NENAL TULSI BHIMJYANI, an adult of Mumbal, Indian Inhabitant, having address at 103, 104, 10th Floor, Infinity Tower (formerly known as Shree Om Sadan), Om-Sadan Cooperative Housing Society Limited, 15, Narayan Dabholkar Road, Mumbal - 400 006, 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 administrators) of the ONE PART:

#### AND

MR. NEMICHAND PUNAMCHAND JAIN, an adult of Mumbal, Indian Inhabitant Having address at 93, 94, 9th Floor, Infinity Tower (formerly known as Shree Om Sadan), Om Cooperative Housing Society Limited, 15, Narayan Dabholkar Road, Mumbai - 400 of hereinafter referred to as the "Transferee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

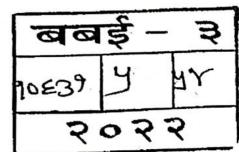
The Transferor and the Transferee are hereinafter collectively referred to as the "Parties" and Individually as the "Party".

### WHEREAS:

- A. Om-Sadan Co-operative Housing Society Limited, a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing registration No. BOM/W-D/HSG/[TC] 4089/89-90 ("Society") is well and sufficiently entitled to and selzed and possessed of the building known as "Infinity Tower" (formerly known as Shree Om Sadan) comprising of ground plus 22 upper floors ("Building") situate, lying, and being on land bearing C.S. No. 1/231 of Malabar Hill Division, 15, Narayan Dabholkar Road, Mumbal 400 006 ("Land") ("Building" and "Land" are hereinafter collectively referred to as the "Property").
- B. The Transferor is the registered member and shareholder of the Society holding:
  - (i) 5 (five) fully paid up shares of Rs. 50/- each bearing distinctive numbers 61 to 65 (both inclusive) under share certificate no. 13 dated January 3, 1992 issued by the Society ("First Shares") and the right, title and interest, including right to exclusively use, occupy and possess Flat No. 103 admeasuring 60.78 square metres carpet area equivalent to 654 square feet carpet area on the 10th floor along with 2 (two) covered car parking space admeasuring 180 square feet each in

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the Building of the Society and shown in red colour boundary lines on the plan annexed and marked as Annexure "A" (hereinafter referred to as "First Premises"). The First Shares and the First Premises are more particularly described Firstly in the First Schedule hereunder written;

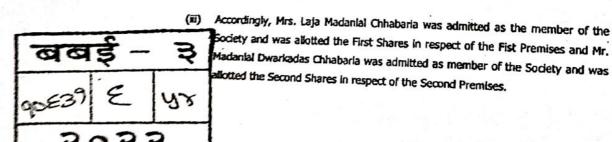
(ii) 5 (five) fully paid up shares of Rs. 50/- each bearing distinctive numbers 66 to 70 (both inclusive) under share certificate no. 14 dated January 3, 1992 issued by the said Society (hereinafter referred to as "Second Shares") and the right, title and interest, including right to exclusively use, occupy and possess. Flat No. 104 admeasuring 89.86 square metres carpet area equivalent to 967 square feet carpet area on 10th floor along with 1 (one) covered car parking space admeasuring 180 square feet in the Building of the Society and shown in red colour boundary lines on the plan annexed and marked as Annexure "A" (hereinafter referred to as "Second Premises"). The Second Shares and the Second Premises are more particularly described Secondly in the First Schedule hereunder written.

The First Shares, Second Shares, First Premises and Second Premises are herein after collectively referred to as the "said Premises".

there certificate of the First Shares and Second Shares reflects name of the sferor as holder thereof. The share certificates of said Shares are collectively exed and marked as Annexure "B" hereto.

The Transferor hereby informs and represents to the Transferee as under:

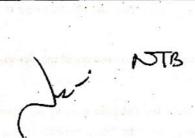
- (i) By and under an Agreement for Sale dated November 1, 1980 read with Indenture dated May 25, 1990, duly registered with the Sub Registrar of Assurances, Bombay under serial no. PBBE/1950 of 1990, Om Sadan Private Limited ("Builder") agreed to allot and sell the First Premises to one Mrs. Laja Madanial Chhabaria for the consideration and on the terms and conditions contained therein.
- (ii) By and under an Agreement for Sale dated November 1, 1980 read with Indenture dated May 25, 1990, duly registered with the Sub Registrar of Assurances, Bombay under serial No. PBBE/1949 of 1990, Om Sadan agreed to allot and sell the Second Premises to one Mr. Madanial Dwarkadas Chhabaria for the consideration and on the terms and conditions contained therein.

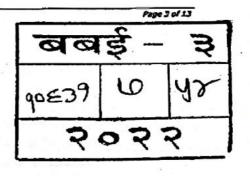


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- (iv) Since the Builder could not complete the development of the Building on the Land, the Society and its then members filed Suit No. 9 of 1993 against the Builder and others (hereinafter referred to as "Suit"). The Society had also filed a Notice of Motion No. 193 of 1993 in the Suit, praying inter-alia therein to permit the Society to complete the development of the said Land and construction of the Building thereon.
- (v) By an order dated September 4, 1997 passed in Notice of Motion No. 193 of 1993, the Hon'ble Bombay High Court appointed the Court Receiver in possession of the Property and permitted the Society to contribute the required funds and complete the construction of the Building on the Land under supervision of committee of 3 (three) person viz. (i) Dr. Roshan Nanavati, (ii) Mr. Madan Mohan Bhatia and (iii) Mr. Vijay Kumar Haridas Mundhra. By order dated November 4, 1997, the Hon'ble Bombay High Court disposed of Notice of Motion No. 193 of 1993.
- (vi) Pursuant to order dated September 4, 1997 passed in Notice of Motion No. 193 of 1993, the members of the Society are restrained from dealing with and/or disposing of their respective shares and flats in the Building, without prior permission of the Court.
- (vii) By an order dated October 6, 2004, passed in Chamber Summons No. 113 of 2006, the Hon'ble Bombay High Court permitted Mrs. Laja Madanial Chhabaria sell and transfer the First Shares and First Premises unto (i) Mrs. Rekha R. Bhimjiyani and (ii) Mrs. Leena T. Bhimjiyani on the terms and conditions contained therein.
- (viii) As such, by and under an Agreement dated October 29, 2004, duly registered with the Sub Registrar of Assurances, Bombay under serial no. BBE/09213 of 2004, Mrs. Laja Madanial Chhabaria sold, transferred and conveyed the First Shares and the First Premises to (i) Mrs. Rekha R. Bhimjiyani and (ii) Mrs. Leena T. Bhimjiyani, for the consideration and on the terms and conditions contained therein.
- (ix) By an order dated October 6, 2004, passed in Chamber Summons No. 1411 of 2006 in the Suit, the Hon'ble Bombay High Court permitted Mr. Madanlal Dwarkadas Chhabaria to sell and transfer the Second Shares and Second Premises unto (i) Mrs. Rekha R. Bhimjiyani and (ii) Mrs. Leena T. Bhimjiyani on the terms and conditions contained therein.
- (x) As such, by and under an Agreement dated October 29, 2004, duly registered with the Sub Registrar of Assurance, Bombay under serial no. BBE/09212 of 2004, Mr. Madanlal Dwarkadas Chhabaria sold transferred and conveyed the Second Shares and the Second Premises to (i) Mrs. Rekha R. Bhimjiyani and (ii)





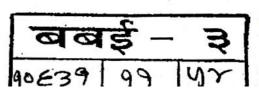


interest of the Transferor, including right to exclusively use, occupy and possess (which is commonly known as ownership rights) Flat No. 103 admeasuring 60.78 square metres carpet area equivalent to 654 square feet carpet area on 10th floor along with 2 (two) covered car parking space admeasuring 180 square feet each in the said Building of the said Society and shown in red colour boundary lines on the plan annexed and marked as Annexure "A" (hereinafter referred to as "First Premises") and more particularly described Firstly in the Schedule hereunder written and (ii) all those 5 (five) fully paid up shares of Rs. 50/- each bearing distinctive numbers 66 to 70 (both inclusive) under share certificate no. 14 dated January 3, 1992 issued by the said Society (hereinafter referred to as "Second Shares") and right, title and interest of the Transferor, including right to exclusively use, occupy and possess (which is commonly known as ownership) rights) Flat No. 104 admeasuring 89.86 square metres carpet area equivalent to service a square feet carpet area on 10th floor along with 1 (one) covered car parking space admeasuring 180 square feet in the said Building of the said Society and stream in red colour boundary lines on the plan annexed and marked as Annexure "A" (hereinafter referred to as "Second Premises") and more particularly described Secondly in the Schedule hereunder written with free, clear and marketable title and without and deliberation and encumbrance of any nature whatsoever at and for a lumpsum consideral Rs.11,75,00,000/- (Rupees Eleven Crore Seventy Five Lakh Only) (subject to deduction of tax at source as per applicable law) (hereinafter referred to as "Total Consideration") and terms and conditions appearing hereinafter.

- In consideration of the Transferor agreeing to sale, transfer, convey and assign the said Premises to the Transferee in the manner provided in these presents, the Transferee agrees to pay to the Transferor the Total Consideration of Rs.11,75,00,000/- (Rupees Eleven Crore Seventy Five Lakh Only) for the purchase of the said Premises to the Transferee, in the following manner:
  - i. Rs.5,00,00,000/- (Rupees Five Crore Only) (Net of TDS as per Income Tax Act, 1961) ("First Installment") already paid by the Transferee to the Transferor on or before execution of these presents (the payment and receipt whereof the Transferor doth hereby admits and acknowledges and of and from the same and every part thereof forever releases, discharges and acquits the Transferee).
  - ii. Rs.6,75,00,000/- (Rupees Six Crore Seventy Five Lakh Only) (subject to deduction of tax at source as per applicable law) ("Final Installment") shall be paid by the Transferee to the Transferor on or before Closing Date in the manner setout in the Clause 4 below.
- 4. The Transferee hereby agrees and undertakes that within 45 (forty five) days from the date hereof ("Closing Date") or such other mutually extended date, the Transferee shall cause ICICI Bank to disburse the home loan facility to the Transferee so as to enable the Transferee to make payment of Final Installment to the Transferor. It is clarified that the Transferee shall repay the loan availed by the Transferor from ICICI Bank for and on

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### THE SCHEDULE REFERRED TO HEREINABOVE

(Description of the said Premises)

Firstly:

5 (five) fully paid up shares of Rs. 50/- each bearing distinctive numbers 61 to 65 (both inclusive) under Share Certificate No. 13 dated January 3, 1992 issued by Om-Sadan Co-operative Housing Society Limited and Flat No. 103 admeasuring 60.78 square metres carpet area equivalent to 654 square feet carpet area on 10th floor along with 2 (two) covered car parking spaces admeasuring 180 square feet each in the building known as "Infinity Tower" comprising of ground plus 22 upper floors (formerly known as Shree Om Sadan) on all that piece and parcel of land bearing C.S. No. 1/231 of Malabar Hill Division, situate, lying and being at 15, Narayan Dabholkar Road, Mumbal -400 006, and

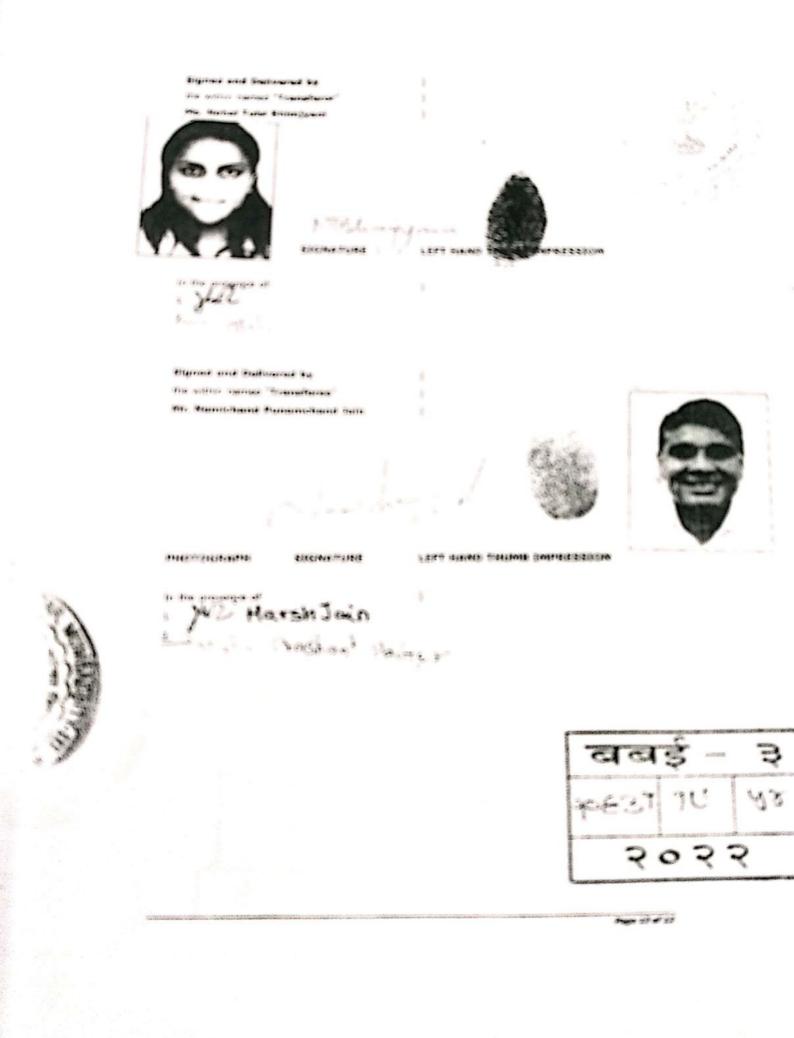


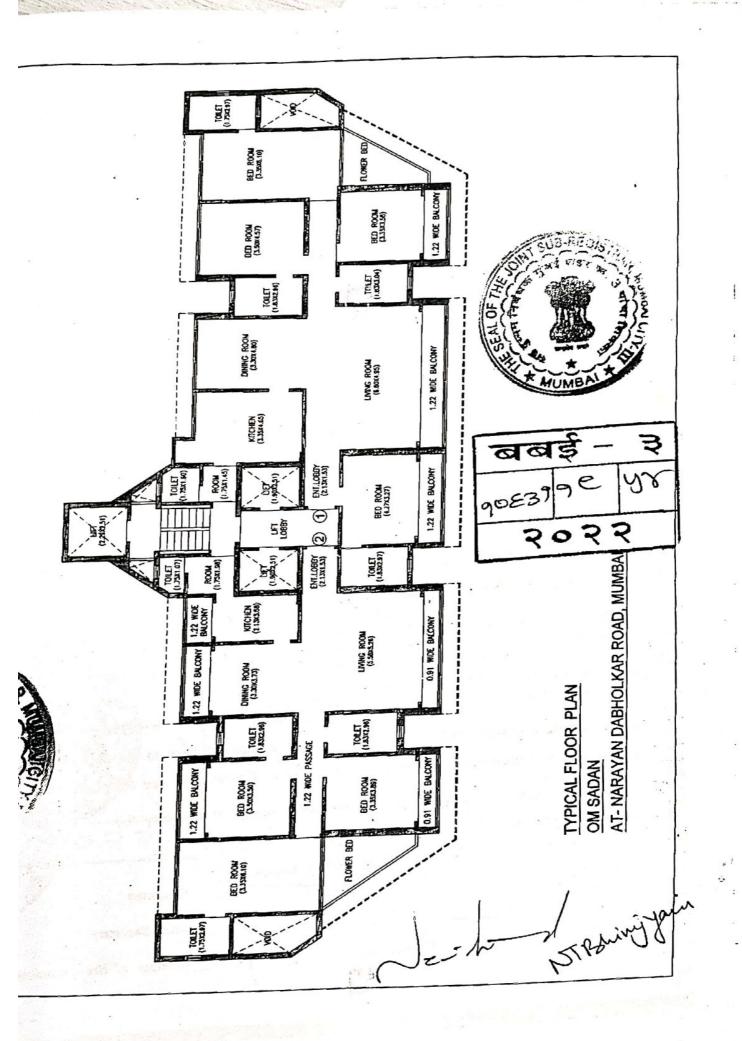
5 (five) fully paid up shares of Rs. 50/- each bearing distinctive numbers 66 to 70 (both inclusive) under Share Certificate No. 14 dated January 3, 1992 issued by Om-Sadan Co-operative Housing Society Limited and Flat No. 104 admeasuring 89.86 square metres carpet area equivalent to 967 square feet carpet area on 10<sup>th</sup> floor along with 1 (one) covered car parking space admeasuring 180 square feet in the building known as "Infinity Tower" comprising of ground plus 22 upper floors (formerly known as Shree Om Sadan) on all that piece and parcel of land bearing C.S. No. 1/231 of Malabar Hill Division, situate, lying and being at 15, Narayan Dabholkar Road, Mumbai - 400 006.

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

[SIGATURE ON NEXT PAGE]



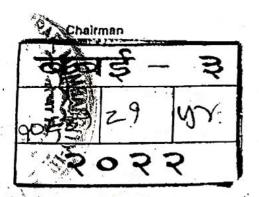




(Regd. No. BOM/W-D/HSG/[TC] 4089-Year 89-90/90) Regd. Office: 15, Narayan Dabholkar Road, Bombay - 400 006. FLAT Nº (103) No. 013 Authorised Share Capital Rs. 900.000 Divided into 18000 Shares each of Rs. Fifty Member's Register No. \_\_\_\_\_\_Share Certificate No. \_\_\_\_\_ This is to certify that Shri/Smt./Ms. Laja M. of Bombay is the Registered Holder of 5/10 Shares from No. each of Rupees Fifty Only In OM-SADAN CO-OP. HOUSING SOCIETY LTD. Bombay Subject to Society and that upon each of such Shares the sum of Rupees Fifty has by GIVEN under the Common Seal of the said Society at Bombay this

### Memorandum of the transfer of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr. No.	To whom transfered	Share Regr. No.
5.11 2004		13.	MRS. REKHA R. BHIMJYANI MRS. LEENA T. BHIMJYANI FOR OM-SADAN CO-OPERATIVE BOUSING, SOCIETY L	AS
		•	CHAIRMAN SECRETARY	COMMITTEE 1:16
3.08.2021		45	FOR INFRIENT TOWERS CO-OP. HOUSING SOCIETY L	, ,
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Hon. Secretary

Committee Member

# जिल्हाधिकारी व जिल्हादंडाधिकारी कार्यालय,मुंबई शहर

ओल्ड पतरम हाउस, महीर भगतीयम मार्ग,फोर्ट, मुंबई — ४०० ००१ Fax ?? \$ \$ ? ? \$ . Tel. ? ? \$ \$ . Umad collective murahair in florestes section general ( महराहा शाम्बा )

क.सीएसएलआर/मशा/ टे-२ /ग.कं.ती/ग्.१/२३१ /स.कं.१०३ व १०४/२०२२

रिनांफ १३ 102 12022

### वाचले:

१. शासन निर्णय क्र. एलसीएस ०६०६/प्र.प्रा.५४/ ज-१, ११.२५/०५/२००७.

२. या कार्यालयाकडील पत्र क्र.सीएसएलआर/मशा/गृंयई शहर/ शा.मि./संकीर्ण/२०१६/ ११७७. दि. १०/०५/२०१६,

३. महाराष्ट्र शासन राजपत्र असाधारण क्रमांक ४५ दि. २२/०८/२०१६.

४. शासन महसूल व वन विभाग यांचेकडील शासन निर्णय क्र. २०१७/प्र.क.२०१७/प्र.क्र.१२७/ज-१ दि.०७/०७/२०१७

५. शासन निर्णय क्र. संकीर्ण २०१७/प्र.क्र. १२७/ज-१, दि. ०४/०५/२०१८

६. अर्जदार श्रीम. नेहल पिमज्याणी यांचेकडील दिनांक ०६/०१/२०२२ राजीच्यर्

अंतरिम आदेश:-

विषय :- जमीन : मुंबई शहर

मलवार कंवाला हिल विभागातील भूकर ऋ.१/२३१ या मिळ् टॉवर को.ऑ.हो.सो. लि. या सोसायटीमधील १० व्या मजल्याचे मिमज्याणी यांचे नावे असलेली सदिनका क्र. १०३ व १०४ व ३ वॉद्स्त कार पार्किंग चे विनापरवाना झालेले हस्तांतरण नियमानुकूल क्ररणेवावत.

उपरोक्त संदर्भ क्र.६ चे पत्रान्वये आपण मलवार कंवाला हिल विमागातील भूकर क्र.१/२३१ या मिळकतीवरील इनफीनीटी टॉवर को.ऑ.ही.सो. लि. या सोसायटीमधील १० व्या मनल्यावरील श्रीम. रेखा भिमन्याणी व श्रीम. लिना टी. भिमन्याणी यांचे नावे असलेली सर्दानका क्र. १०३ व १०४ व ३ वेदिस्त कार पार्किंगचे श्रीम, नेहल भिमज्याणी यांचे नावे झालेले विनापरवाना हस्तांतरण नियमानुकूल करणेवावत या कार्यालयास विनंती केली आहे.

याबाबत आपणांस कळिवण्यात येते की, महसूल अधिनियम १९६६ मधील कलम ३७ अ व २९५ नुसार शासन निर्णय दिनांक २५/५/२००७, दि.०७/०७/२०१७ व दिनांक ०४/०५/२०१८ अन्वये मलवार कंबाला हिल विभागातील भूकर क्र.१/२३१ या मिळकतीवरील इनफीनीटी टॉवर को.ऑ.हो.सो. लि. या सोसायटीमधील १० व्या मजल्यावरील श्रीम. रेखा भिमज्याणी व श्रीम. लिना टी. भिमज्याणी यांचे नावे असलेली सदिनका क्र. १०३ व १०४ व ३ वंदिस्त कार पार्किंगचे श्रीम, नेहल भिमन्याणी यांचे नावे झालेले विनापरवाना हस्तांतरण नियमानुकूल करणेकरीता निवासी वापरासाठीचे आकारावयाचे यापुर्वी झालेले सन २००४ चे हस्तांतरणास सदिनकेच्या मुल्यांकनाच्या र.स्. २,४०,६१ ३७४/- चे ३% प्रमाणे र.स्.

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तसेच मलबार कंबाला दिल विभागातील 'पृक्त ग्रा.श्२३१ या प्रिणक्रिक्तिक क्रमेक्ट्रिक देना को.ऑ.हो.सो. लि. या सोसायटीमधील १० व्या पनल्यायरील श्रीम. रेखा भिमन्याणी यांचे नावे असलेली सदीनका ग्रा. १०३ व्र १०४ व्र ३ विद्रात कार परिकार श्रीम. क्या भिमन्याणी यांचे नावे झालेले विनापरवाना हस्तांतरण नियमानुकूल करणेक्ट्रिश खादिल ग्रांश न गर्ने

- उपरोक्त हस्तांतरणवाबत महाराष्ट्र जमीन महस्ल अधिनियम १९६६ मधील कलम कलम २९५, कलम ३७, ३७-अ व अधिनियमातील इतर संबंधित कलमे तसेव प्रमुख अधिनियम, १९६६ अंतर्गत करण्यात आलेले नियम संबंधीत सदिनकाधारक कर्मिताल.
- २. मूळ भाडेपट्टयातील आदेश व शर्ती या अधिकार राभासदास प्रचलित कायद्याती राहतील.
- ज्या कारणाकरीता जमीन प्रदान करणेत आलेली आहे, त्याच प्रयोजनासाठीच सदर जीमनीया दापर करणे सदिनका धारकावर बंधनकारक राहील.
- ४. प्रस्तुत हस्तांतरणामुळे आयकर कायदा, धन शोधन निवारण अधिनियम (मनी लॉड्रींग ॐऋ), फैमा ॲवट आणि अन्य केंद्र व राज्य शासनाने लागू केलेले कायदे य त्या अंतर्गत तरतृरींचे उल्लंबन होणार नाही, याची सर्वरवी सदनिकाधारकावर राहील.
  - भविष्यात या सदिनकेचे विक्री दस्ताने/वक्षीस पत्राने/हक्क-सोड पत्राने अथवा इतर कोणत्यही प्रकारे हस्तांतरण करावयाचे झाल्यास किंवा तारण ठेवावयाचे झाल्यास जिल्हाधिकारी यांची पूर्व परवानगी घेणे बंधनकारक राहील.
  - प्रस्तुत ना-हरकत प्रमाणपत्र हे अर्जदार यांनी सादर केलेली कागदपत्रे व पुरावे यांचे आधारे निर्गमीत करणेत येत असून, सदरची कागदपत्रे किंवा पुरावे बनावट अथवा खोटे असल्याचे भविष्यात आढळून आल्यास अर्जदार भारतीय दंड संहितेतील तरतुर्दीप्रमाणे कायदेशीर कारवाईस प्राप्त राहील.
- ७. सहकारी गृहनिर्माण संस्थाबाबत लागू असलेल्या आवश्यक त्या तरतुर्दीचे पालन करण्याची नवावदारी संबंधीत संस्था व सदिनकाधारक यांना राहील.
- ८. खरेदीदार देणारा व घेणारा यांचेमध्ये कोणत्याही प्रकारचा वाद निर्माण झाल्यास त्यास हे कार्यालय जबाबदार राहणार नाही अथवा या कार्यालयाकडून कोणतीही नुकसान <u>भरपाई</u> मिळणार नाही.

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# जिल्हाधिकारी व जिल्हादंडाधिकारी कार्यालय,मुंबई शहर

ओल्ड कस्टम हाउस,शहीद भगतिसंग मार्ग,कुलाबा,मुंबई — ४०० ००१ Fax २२६६२२३४, Tel. २२६६५२३३, Email:collector.mumbaicity@maharashtra.gov.in ( महसूल शाखा )

क्र.सीएसएलआर/मशा/ टे-२ /म.कं.ही/भु.क्र.१/२३१/स.क्र.१०३ व १०४/२०२२ वाचले:

१. शासन निर्णय क्र. एलसीएस ०६०६/प्र.क्र.५४/ ज-१, दि.२५/०५/२००७.

२. या कार्यालयाकडील पत्र क्र.सीएसएलआर/मशा/मुंबई शहर/ शा.मि./संकीर्ण/२०१६/ ११७७,

३. महाराष्ट्र शासन राजपत्र असाधारण क्रमांक ४५ दि. २२/०८/२०१६.

४. शासन महसूल व वन विभाग यांचेकडील शासन २०१७/प्र.क्र.२०१७/प्र.क्र.१२७/ज-१ दि.०७/०७/२०१७

५. शासन निर्णय क्र. संकीर्ण २०१७/प्र.क्र. १२७/ज-१, दि. ०४/०५/२०१८

६. श्रीम. नेहल भिमज्याणी यांचेकडील दि.२६/०४/२०२२ रोजीचा विनंती अर्थ

७. या कार्यालयाकडील दिनांक ०१/०६/२०२२ रोजीचे पत्र.

८. श्रीम. नेहल भिमज्याणी यांचेकडील दि.०२/०६/२०२२ रोजीचे पत्र.



## विषय :- जमीन : मुंबई शहर

मलबार कंबाला हिल विभागातील भूकर क्र.१/२३१ या मिळकतीवरील इनफीनीटी टॉवर को.ऑ.हो.सो. लि. या सोसायटीमधील १० व्या मजल्यावरील कु. नेहल भिमज्याणी यांचे नावे असलेली सदिनका क्र. १०३ व १०४ व ३ बंदिस्त कार पार्किंग चे श्री. नेमीचंद पुनमचंद जैन यांचेनावे विक्रीप्तारे हस्तातरण करणेस ना हरकत मिळणेबाबत.

विषयांकीत शासकीय जिमनीवरील सदिनकेच्या विक्रीसाठी, संदर्भीय श्रासन निर्ण्यतील तिस्विन् ने, खालील तपशीलानुरूप ना-हरकत देणेत येत आहे.

अ.क्र.	मुद्या	तपशील	
₹.	हस्तांतरण करणाऱ्याचे/अर्जदाराचे नाव	कु. नेहल भिमज्याणी	
₹.	अधिकार संपादन करणाऱ्याचे नाव	श्री. नेमीचंद पुनमचंद जैन	
₹.	सदिनका क्रमांक व चटई क्षेत्र	सदिनका क्र. १०३ व १०४, क्षेत्र १५८.३६ चौ.मी. व ३ बंदिस्त कार पार्किंग	
٧.	हस्तांतरण दस्ताचा प्रकार	Agreement for Sale	
4.	सहकारी गृहनिर्माण संस्थेचे प्रमाणपत्र क्र.	०१३ व ०१४ दिनांक ०३/०१/१९९२	

	e fe cita	E 15, bis beed.	
8	हरम्भाग मुख्याचे एक्ष्म १४६०	A strain Print 355 20 22 239 TOWN	
9	इ.स्थानग्राज्ञास्य इ.स्टानस्थानस्य चन्त्रः इ.स्थानस्य इ.स्थानस्य इ.स्टाइड व हिनाइ	electron most come must be be been	
K.	रक्तांत्राणाताले च कार्यान्त्रपणा अही य सनी पान असल्याचे रचीएउ रेगोन	2011 F	

अन् प्र स्थानग्राचे स्थानग्राचा प्रकार	इस्तांतस्य शुल्काची स्क्बम (स्.)	भेस
	\$5,3%,700/-	शासन निर्णय दि.०७/०७/२०१७ नुसार सर्दनिका व पार्किंगच्या मृल्यांकनाच्या १.५७. प्रमाणे आकारणी
एक्स	\$4.30.700/-	

### हरतांतरणासाठी या कार्यालयाच्या अटी व शती खालील प्रवाणे आहेत:

उपरोक्त द्वार्वाहरणबाबत महाराष्ट्र जार्यन महसूल अधिनियम १९६६ मधील केलम ५३, कलम कलम ३७, ३७-अ व अधिनियमातील इतर संबंधित कलमे तसेख महाराष्ट्र अमीन प्रदेशन शांधांनयम् १९६६ अतिगीत करणमात आलोले नियम संबंधीत सर्वानका विकत एरेपहच्यां त्य आरंश व शर्ती या अधिकार संगादन करणाऱ्या सभासदास प्रचलित वर्षीतील हर हरीनुसार साण् रावतील.

- ज्या कारणाकरीत क्यांन प्रदान करणेत आलेली आहे, त्याच प्रयोजनासाठीच सदर जिमनीचा वापर कतमा अधिकात संचादन करमा-याका बंधनकारक राष्ट्रील.
- प्रस्तृत हस्तातरणान्त्र्वे आयस्य काचरा, धन शोधन निवारण अधिनियम (मनी लाँद्वीण अंबट), फेमा अंबर आणा अन्य केंद्र व राज्य शासनाने लागू केलेले करपते व त्या अंतर्गत तसत्तीचे उल्लंधन होग्याः नहीं, भाषी सर्वन्ती नवाबदारी देगारा व येगारा या दोन्हीवर राहील.
- भांकवात या सर्वकर्ष किली इस्ताने/कातीस प्याने/क्ष्यक सीड पत्राने अथवा इतर कोणत्याही प्रमारे हस्तातत्म करावशाचे झाल्यास किया तात्म देवावयाचे झाल्यास निल्हाधिकारी यांची पूर्व
- अस्तृत नानस्कल प्रचाणतः ह अर्जदार यांनी सादर केलेली कागदपत्रे व पुरावे यांचे आधारे निर्गमीत वनमेत का असून सर्वाची काम्यद्वाचे किया पूरावे बनावर अथवा छोटे असल्याचे पविष्यात आहत्त्व आञ्चास अनंदार भारतीय रह सहिततील तरत्वीप्रमाणे कायदेशीर कारवाईस प्राप्त
- ः सरकारी गृहांत्रजील संस्थानावत लाग् असलोक्ष्या आवश्यक त्या तरतुरीचे पालन करण्याची

८. खरेदीदार देणारा व घेणारा यांचेमध्ये कोणत्याही प्रकारचा वाद निर्माण झाल्यास त्यास हे कार्यालय

जबाबदार राहणार नाही अथवा या कार्यालयाकडून कोणतीही नुकसान भरपाई मिळणार नाही. ९. सदर आदेशान्वये आकारणी करण्यात आलेल्या हस्तांतरण शुल्कात भविष्यात तकावत आढळून आल्यास सदरची रक्कम अधिकार संपादन करणाऱ्या इसमांकडून/संस्थेंकडून शासनास अदा करणे बंधनकारक राहील, तसेच अशी रक्कम विहित कालावधीत भरण्यास कसूर केल्यास, ती रक्कम महाराष्ट्र जमीन महसूल अधिनियम, १९६६ मधील तरतुर्दीनुसार जमीन महसूला थकबाकी म्हणून सक्तीने वसूल करणेत येईल.

१०. प्रस्तावित हस्तांतरणापूर्वीचे सदिनकेशी संबंधित हस्तांतरणाचे तसेच इतर दस्स गुद्ध नसल्यास असे सर्व दस्त मुद्रांक व नोंदणी शुल्काचा शासनखाती भरणा कर्मन हो होते नियमानुसार नोंदणी करून नियमानुकूल करणेची जबाबदारी अधिकार

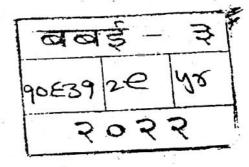
वरील सर्व अटी व शर्ती मान्य असलेचे र. रु. ५००/- च्या मुद्रांक कागदावर संपादन करणारे यांचे स्वाक्षरांकीत हमीपत्र सादर करणेत आलेले आहे व हस्तांतरण शुल्काची कालावधीत शासनखाती भरणा करण्यात आलेली आहे, सबब विषयांकीत मिळकतीचे हस्तांतरणाकरिता या कार्यालयाची ना-हरकत देणेत येत आहे.

जिल्हाधिकारी, मुंबई शहर.

प्रित-श्रीम. नेहल भिमञ्याणी, सदनिका क्रमांक १०३ व १०४, इनफीनीटी टॉवर को.ऑ.हौ.सो. लि. १५ नारायण दाभोळकर मार्ग, मलबार हिल , मुंबई- ४०० ००६.

सचिव/अध्यक्ष, इनफीनीटी टॉवर को.ऑ.हौ.सो. लि. १५ नारायण दाभोळकर मार्ग, मलबार हिल , प्रत-मुंबई- ४०० ००६.





1.

0. 1667/2021

# IN THE BOMBAY CITY CIVIL COURT AT BOMBAY Chamber Summons No. 1667/2021 (MHCC01-009486-2021) L.C. SUIT SUIT NO. 8491 OF 1993

Rekha Bhimjyani & Anr.

....Applicant/ 

In the matter between Om Sadan Co-Op Hsg Soc Ltd And Ors.

Versus

Om Sandan Pvt Ltd And Ors

And

Nehal Tulsi Bhimjyani

....Defendants

....Responde

....Plaintiffs.

K. P. KSHIRSAGAR CORAM:

Judge

(C.R. No.08).

28th March, 2022. DATE

Adv. Mandagini Sinh present for applicants/ Plaintiff no. 48(a),(b)

Shri. Virgil Braganza Ld Advocate for plaintiff nos. 01, 08 (b) and respondents.

Adv. Narvekar for Committee of Court Receiver.

ORAL ORDER

Applicants/Plaintiff nos. 48(a),(b) and and 49 (a) (b). have the own pres Chamber Summons for directing to delete their name as plaintiff and in their pla substitute the name of respondent as plaintiff no. 74 by carrying out amendment per schedule and for taking on record undertaking of respondnent.

- 2) Perused the Chamber Summons, affidavit in support of same and the docume annexed therewith and the record.
- Heard Ld. Adv. for Applicant/Plaintiff nos. 48(a),(b) and and 49 (a),(b)., Ld. Ac 3) for plaintiff no. 01 and Adv. for Committee Of Court Receiver. Ld. Adv. Applicant/Plaintiff nos. 48(a),(b) and and 49 (a),(b). submitted that, applicants we the purchasers/owners of flat no. 103 and 104 in the plaintiff's no. 01 society and the family partition by registered deed of partition dt. 19/09/2019 the responded became owner of the flat no. 103 and 104 in the plaintiff no. 01's society. Therefore

is necessary to delete their name from the clause title of the suit and it is necessary to add the name of respondent as plaintiff in the present suit by carrying out necessary amendment. Advocate for Committee Of Court Receiver and plaintiff no. 01 submitted that, they have no objection for allowing the chamber summons. None of the other party present raised any objection to the present Chamber Summons.

In the present matter plaintiff no. 01 society and Committee Of Court Receiver do 4) not have any objection for allowing the present Chamber Summons. Advocate for aintiff nos. 48(a),(b) and and 49 (a),(b). and respondent submitted that, eady to substitute himself as plaintiff in present suit in place of iff nos. 48(a),(b) and and 49 (a),(b), and he is also ready to furnish s per requirement of direction in notice of motion 193/1993 and his with affidavit in support of the present chamber summons be taken Insidering the above fact as the applicants plaintiff appears to have no interest in the flat no. 103 and 104 and respondent appears to have acquired interest in the above flats, it will be appropriate to allow the present Chamber Summons.

Considering the matter on record and above discussion, the present Chamber deserves to be made absolute. Hence, court proceeds to pass the following

### ORDER

Chamber Summons No. 1667/21 is made absolute.

2) Plaintiff no. 01 is directed to carry out the amendment to the plaint as per schedule of this chamber summons within 14 days from the date of this order.

Undertaking of respondent dt. 28/07/2021 filed with the affidavit in support of mber summons be taken on record.

hamber Summons No. 1667/21 is disposed off accordingly

Date: 28-03-2022

(K.P. Kshirsagar) Judge C.R.No.8 City Civil Court Gr. Bombay

Dictated on Checked on Signed by HHJ on

CERTIFIED TO BE A TRUE COPY

City Civil and Sessions Court Bombay