

Zorastrian Bank

mumbai

(Customer Copy)

THE BANK OF RAJASTHAN LTD	
16/1/05	
Amount	Rs. 41000
For what purpose	RS 10
Total	Rs. 41010

Name of stamp duty paying party

Mr - F.P. Sethna

Res. & Adres

1. Beasender Caves Road

Name of counter party Mrs. Inderjeet

Kalyan, D. S. Garden

Purpose of transaction

Spec. Post. duty

Cheque No. 1103

Name on Bank Beasender

Branch Sec 11

Cashier

Authorized signatory

वद-१३

1103	10
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ST 16/1/05

AGREEMENT OF TRANSFER

THIS AGREEMENT is made at Mumbai this 16th day of February 2005

BETWEEN MRS. Inderjeet KAUR, residing at Daddy's Garden, Plot No. 568/105-A, Sher-E-Punjab Society, Mahakali Caves Road, Andheri (East), Mumbai - 400 093, 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 its partners and his/her heirs, executors, administrators and assigns) of the One Part

AND MR. FARHAD PERVIS SETHNA, residing at Flat No. 302, Lotus-B, 3rd floor, Hiranaakmi Gardens, Powai, Mumbai - 400 076, 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/her heirs, executors, administrators and assigns) of the Other Part.

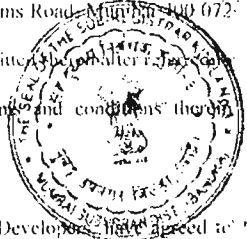
(Handwritten signatures)

(Handwritten signatures and stamps)

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WHEREAS by and under an Agreement dated 6th December, 2003, Messrs. Wellworth Developers, a Partnership Firm, presently having their office at International Business Park, Oberoi Garden City, Off. The Western Express Highway, Goregaon (East), Mumbai 400 063, (hereinafter referred to as "the Developers"), sold to the Transferor and the Transferor purchased from the Developers, Unit No.3081 on the 3rd floor, admeasuring 440 square feet (super built up) in the building known as "Oberoi Garden Estates" situated on plot bearing C.T.S. Nos.47 and 47/1 to 47/20, Village Chandivli, Taluka Kurla, Mumbai Suburban District, Off. Chandivli Farms Road, Mumbai 400 072 and more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Unit") for the consideration and on the terms and conditions therein contained.

[Handwritten signature]



AND WHEREAS the Transferor, with the consent of the Developers, has agreed to transfer all his/her/their rights, title interest and benefits in the said Unit and also the benefits accrued under the aforesaid Agreement dated 6th December, 2003, to the Transferee.

NOW THESE PRESENTS WITNESSETH THAT THE PARTIES HERETO AGREE, DECLARE AND CONFIRM AS UNDER :-

[Handwritten signature]

1. The Transferors have agreed to transfer all his/her/their rights, title and interest and benefits in the said Unit No.3081 on the 3rd floor, admeasuring 440 square feet (super built up) in the building known as "Oberoi Garden Estates" situated on plot bearing C.T.S. Nos.47 and 47/1 to 47/20, Village Chandivli, Taluka-Kurla, Mumbai Suburban District, Off. Chandivli Farms Road, Mumbai 400 072 together with all the benefits accrued under the aforesaid Agreement dated 6th December, 2003, for a total consideration of Rs.6,82,000/- (Rupees Six Lacs Eighty-two Thousand only), to the Transferee.

[Handwritten signature]

[Handwritten signature]

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2. The said total consideration of Rs.6,82,000/- (Rupees Six Laes Eighty-two Thousand only), has been paid by the Transferee to the Transferor, on or before execution of these presents, the payment whereof, the Transferor doth hereby admit and acknowledge.
3. The Transferee agrees to pay to the Developers, all other charges, including legal charges, deposits payable to various authorities, cost of cooperative society, etc., if payable, as contemplated by the Agreement dated 6th December, 2003, and also undertakes to observe all the terms and conditions of the said Agreement.
4. The Transferor declares that they/she/he has/have not created any lien, charge, mortgage and/or encumbrance of any nature whatsoever and not otherwise dealt with his/her/their rights, title and interest in the said Agreement dated 6th December, 2003. The Transferor further declares that the said Agreement is valid and subsisting.
5. The Transferor hereby declares that she/he/they do/does not have any claim, share, right, title or interest of any sort or nature in the said Unit or against the Transferee, and that the Transferee shall be the absolute owner of the said Unit hereafter.
6. The Parties hereto, hereby state and declare that this Agreement has been entered into in respect of the said Unit, to which the provisions of Maharashtra Ownership (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1962, shall apply.



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7. The Stamp Duty and Registration Charges incidental to this Agreement and the Agreement/Conveyance, Instrument of Transfer, if any, to be executed, in respect of the said Unit in future, shall be paid and borne by the Transferee alone.

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

THE SCHEDULE ABOVE REFERRED TO



Unit No.3081 admeasuring 440 square feet (super built up) on the floor in the building known as "Oberoi Garden Estates" situated on plot bearing C.T.S. No. 47/1 to 47/20, Village Chandivli, Taluka Kurla, Mumbai Suburban District, Off. Chandivli Farms Road, Mumbai 400 072.

SIGNED AND DELIVERED by the)
 withinamed "the Transferor")
 MRS. INDERJEET KAUR)
 in the presence of... (Witnesses))

[Handwritten signature of Mrs. Inderjeet Kaur]

SIGNED AND DELIVERED by the)
 withinamed "the Transferee")
 MR. FARHAD PERVIS SETHNA)
 in the presence of... (Witnesses))

[Handwritten signature of Mr. Farhad Pervis Sethna]

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RECEIVED of and from the within)
 named Transferee, the sum of Rs.6,82,000/-)
 (Rupees Six Lacs Eighty-two Thousand)
 only) being the entire consideration)
 paid by him to me/us as within mentioned)Rs.6,82,000/-

[Handwritten signature]

I/We SAY RECEIVED

Witnesses : *[Handwritten signature]*
 1. *[Handwritten name]*
 2. *[Handwritten name]*

(Transferor)



We, Wellworth Developers, being the developers of the said building have noted the contents of the above writing and have given our consent to transfer the above Unit subject to the terms of conditions of the Agreement dated 6th December, 2003.

FOR WELLWORTH DEVELOPERS.

[Handwritten signature]
 PARTNER