

318/6406 पावती Original/Duplicate
 Thursday, September 21, 2023 नोंदणी क्र.: 39म
 1:18 PM Regn.: 39M

पावती क्र.: 8661 दिनांक: 21/09/2023

गावाचे नाव: ताडदेव
 दस्तऐवजाचा अनुक्रमांक: बबई-1-6406-2023
 दस्तऐवजाचा प्रकार : ट्रान्सफर डीड
 सादर करणाऱ्याचे नाव: रेशमी अरविंद जैन --

नोंदणी फी रु. 30000.00
 दस्त हाताळणी फी रु. 820.00
 पृष्ठांची संख्या: 41

एकूण: रु. 30820.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
 1:38 PM ह्या वेळेस मिळेल.

[Signature]
 दुय्यम निबंधक, मुंबई-1

बाजार मुल्य: रु. 8585725.68 /-
 मोबदला रु. 15000000/-
 भरलेले मुद्रांक शुल्क : रु. 900000/-

सह दुय्यम निबंधक
 मुंबई शहर क्र. १

- 1) देयकाचा प्रकार: DHC रकम: रु. 820/-
 डीडी/घनादेश/पे ऑर्डर क्रमांक: 0923214504993 दिनांक: 21/09/2023
 बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-
 डीडी/घनादेश/पे ऑर्डर क्रमांक: MH008226496202324M दिनांक: 21/09/2023
 बँकेचे नाव व पत्ता:

[Stamp]
 09/21/23

:Z0wm

9/21/2023

सूची क्र.2

दुय्यम निबंधक : दु.नि.मुंबई शहर 1

दस्त क्रमांक : 6406/2023

नोदणी :

Regn:63m

21/09/2023

गावाचे नाव : ताडदेव

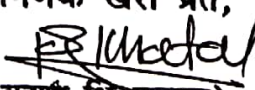
(1) विलेखाचा प्रकार	ट्रान्सफर डीड
(2) मोबदला	15000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	8585725.68
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन : , इतर माहिती: फ्लॅट क्र. 1503,15 वा मजला,प्रतीक्षा टॉवर्स को-ऑपरेटिव्ह हाउसिंग सोसायटी लिमिटेड,प्रतीक्षा टॉवर,ए-विंग,आर.एस. निमकर मार्ग,मुंबई 400008.....क्षेत्रफळ 481 चौ.फूट कारपेट PUI: DX1304120550058 ((C.T.S. Number : 1/255 ;))
(5) क्षेत्रफळ	1) 53.64 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा..	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-हस्तीमल मालाजी जैन -- वय:-74; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॅट क्र. 1503, 15 वा मजला, प्रतीक्षा टॉवर्स को-ऑपरेटिव्ह हाउसिंग सोसायटी लिमिटेड, प्रतीक्षा टॉवर, ए-विंग, आर.एस. निमकर मार्ग, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400008 पॅन नं:-AAGPJ5330C
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-रेशमी अरविंद जैन -- वय:-46; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॅट क्र. 404, चौथा मजला, प्रतीक्षा टॉवर्स को-ऑपरेटिव्ह हाउसिंग सोसायटी लिमिटेड, प्रतीक्षा टॉवर, सी-विंग, आर.एस. निमकर मार्ग, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400008 पॅन नं:-AFBPJ1636B
(9) दस्तऐवज करून दिल्याचा दिनांक	21/09/2023
(10) दस्त नोंदणी केल्याचा दिनांक	21/09/2023
(11) अनुक्रमांक, खंड व पृष्ठ	6406/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	900000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



संगणक खरी प्रत,

 (कृष्ण भि. खताळ)
 सह. दुय्यम निबंधक
 मुंबई शहर क्र. १.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MRS RESHMI ARVIND JAIN	eChallan	02300042023091678066	MH008226496202324M	900000.00	SD	0004410267202324	21/09/2023
2		DHC		0923214504993	820	RF	0923214504993D	21/09/2023
3	MRS RESHMI ARVIND JAIN	eChallan		MH008226496202324M	30000	RF	0004410267202324	21/09/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)						
Valuation ID	202309203231			20 September 2023,01:38:26 PM		
मूल्यांकनाचे वर्ष	2023					
जिल्हा	मुंबई(मेन)					
मूल्य विभाग	8-ताडदेव डिव्हीजन					
उप मूल्य विभाग	8/68 भूभाग : पश्चिमेस पश्चिम रेल्वे लाईन, पुर्वेस शुक्लाजी स्ट्रीट,दक्षिणेस मौ.शौकत अली मार्ग व उत्तरेस जहांगीर बोमन बेहराम मार्ग यामधील भूभाग					
सर्व्हे नंबर /न. भू. क्रमांक :	इतर #					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
	81250	172010	205300	371700	172370	चौरस मीटर
बांधीव क्षेत्राची माहिती	<p>बांधकाम क्षेत्र(Built Up)- 53.64चौरस मीटर</p> <p>बांधकामाचे वर्गीकरण- 1-आर सी सी</p> <p>उद्दवाहन सुविधा- आहे</p> <p>रस्ता सन्मुख -</p> <p>Sale Type - First Sale</p> <p>Sale/Resale of built up Property constructed after circular dt.02/01/2018</p>					
मिळकतीचा प्रकार-	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचे वय-	27 वर्षे	बांधकामाचा दर -	बांधीव
			मजला -	11th floor To 20th floor		Rs.30250/-
मजला निहाय घट/वाढ	= 110% apply to rate= Rs.189211/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	<p>=((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)</p> <p>= (((189211-81250) * (73 / 100))+81250)</p> <p>= Rs.160062/-</p>					
A) मुख्य मिळकतीचे मूल्य	<p>= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र</p> <p>= 160062 * 53.64</p> <p>= Rs. 8585725.68/-</p>					
Applicable Rules	= ,10,4					
एकत्रित अंतिम मूल्य	<p>= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनॉईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ</p> <p>= A + B + C + D + E + F + G + H + I + J</p> <p>= 8585725.68 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0</p> <p>=Rs.8585725.68/-</p>					

Home

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Primateal.

सह दुय्यम निबंधक
मुंबई शहर क्र. १



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CHALLAN
MTR Form Number-6



GRN	MH008226496202324M	BARCODE	[Barcode]		Date	16/09/2023-13:23:41	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR			PAN No.(If Applicable)	AFBPJ1636B			
Location	MUMBAI			Full Name	MRS RESHMI ARVIND JAIN			
Year	2023-2024 One Time			Flat/Block No.	FLAT NO.1503 ON 15TH FLOOR IN A WING OF			
				Premises/Building	PRATIKSHA TOWERS, CS NO.1/255 OF			
				TARDEO DIVISION				
Account Head Details		Amount In Rs.	Road/Street					
0030045501 Stamp Duty		900000.00	R.S.NIMKAR MAR, OPP.TARDEO BUS DEPOT,					
0030063301 Registration Fee		30000.00	Area/Locality					
			MUMBAI					
			Town/City/District					
			PIN					
			4 0 0 0 0 8					
			Remarks (If Any)					
			PAN2=AAGPJ5330C-SecondPartyName=MR HASTIMAL MALAJI					
			JAIN-CA=15000000					
			Amount In	Nine Lakh Thirty Thousand Rupees Only				
Total		9,30,000.00	Words					
Payment Details			FOR USE IN RECEIVING BANK					
BANK OF MAHARASHTRA								
Cheque-DD Details			Bank CIN	Ref. No.	02300042023091678066	010890744		
Cheque/DD No.			Bank Date	RBI Date	16/09/2023-15:43:46	Not Verified with RBI		
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA			
Name of Branch			Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 9820687709

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करवयाच्या दस्तासाठी लागू आहे. नोंदणी न करवयाच्या दस्तासाठी सदर चलन लागू नाही.



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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0923214504993

Date 21/09/2023

Received from DHC, Mobile number 0000000000, an amount of Rs.820/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.

Payment Details

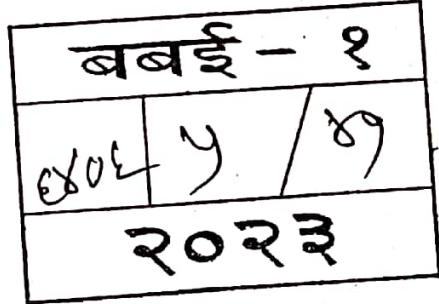
Bank Name SBIN

Date 21/09/2023

Bank CIN 10004152023092104630

REF No. 326473822072

This is computer generated receipt, hence no signature is required.



DEED OF TRANSFER

THIS DEED OF TRANSFER is made, executed and entered into at **MUMBAI** on this 21st day of **September, 2023**;

BETWEEN

MR.HASTIMAL MALAJI JAIN (PAN AAGPJ5330C) aged 74 years Adult of Mumbai Indian Inhabitants having his residential address at 1503/A, Pratiksha Tower Co-operative Housing Society Limited, Dr. R.S. Nimkar Marg, Mumbai – 400 008 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 his respective heirs, legal representatives, executors and administrators and successors) **OF THE ONE PART**;

AND

MRS.RESHMI ARVIND JAIN (PAN AFBPJ1636B) aged 46 years a Adult Mumbai Indian Inhabitant of Mumbai residing at Flat No.404 on 4th floor, C wing, Pratiksha Towers, R.S.Nimkar Marg, Opp.Bus Depo. Mumbai-400 008 hereinafter referred to as the “**Transferee**” (which expression shall, unless it be repugnant to the context, include her heirs, legal representatives, executors, administrators and assigns) **OF THE OTHER PART**.

WHEREAS:-

- A. By an Agreement for Sale dated 15th November, 1996 (hereinafter referred to as the “**said Agreement**”) executed between M/s. Pratiksha Associates (therein referred to as “**The Developer**”) and Mr.Hastimal Malalji Jain (therein referred to as “**The Flat Purchaser**”) wherein the said M/s. Pratiksha Associates sold to Mr.Hastimal Malalji Jain, a **Flat bearing No.1503** admeasuring **625 square feet built up area** which is inclusive proportionate common area as well as proportionate service areas equivalent to **481 square feet carpet area** on the 15th Floor of the ‘**A**’ Wing of the building known as **Pratiksha Tower** constructed on the plot of land bearing **C.S. No. 1/255 of Tardeo Division** situate, lying and being at **R. S. Nimkar Marg, Mumbai – 400 008** and being in Registration District and sub-District of Mumbai City and Mumbai Suburban (“**said Flat**”) for a

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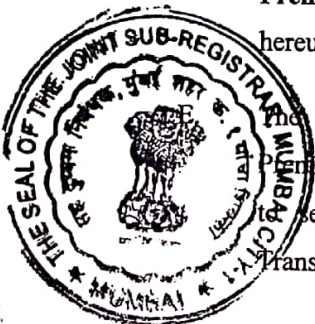
total consideration of Rs.5,93,750/- and on the terms and conditions as mentioned therein. Under the said Agreement for Sale dated 15th November,1996, the said Mr.Hastimal Malalji Jain has made the payment of Rs.5,93,750/- and obtain the possession of the said Flat from M/s. Pratiksha Associates vide Possession letter dated 20th January,1997. The said Agreement for Sale dated 15th November, 1996 has been registered with the Sub Registrar vide No.PBBE-2-1997, dated 01-01-1997.

B. In the meantime, the Developer M/s. Pratiksha Associates had constructed 'A', 'B' and 'C' Wings on C. S. No. 1/255 of Tardeo Division and handed over possession of the various premises constructed therein to the various Flat Purchasers. The Flat Purchasers of Pratiksha Tower 'A', 'B' and 'C' Wings applied for and formed a society known as "**Pratiksha Towers Co-operative Housing Society Limited**", a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under **Registration No. MUM/WD/(T.C)/8946/ 2009-10** of year 2010 dated 1st January 2010 (hereinafter referred to as the "**said Society**").

C. The said Society issued **Five (5)** fully paid up shares of **Rs.50/-** each bearing **Distinctive Nos.306 to 310 (both inclusive)** and evidenced by the **Share Certificate No.59** issued by the Pratiksha Towers Co-operative Housing Society Limited on 1st January 2011 and presently standing in the name of the Transferor herein (hereinafter referred to as the "**said Shares**").

D. Unless referred to individually the said Flat, the said Shares and the membership rights in the said Society and all the undivided share, right, title and interest of the Transferor in the capital and property of the said Society are hereinafter collectively referred to as the "**said Premises**" and are more particularly described in the Schedule hereunder written.

The Transferor have represented to the Transferee that the said Premises is free from all encumbrances and he is full right and power to sell, transfer, convey and assign the said Premises to the Transferee.



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- F. The Transferor have made full and complete payment of all outgoings including society maintenance charges and other ancillary charges in respect for the said Premises upto 30th September,2023 and municipal property taxes and cess upto 30th September,2023 and the said Society by its letter dated 12-09-2023 have issued No Objection for sale and transfer of the said Premises unto and in favour of the Transferee and also confirmed that No Dues are pending from Transferor in respect of the said Premises including the said Flat.
- G. In view of the representations and covenants of the Transferor and the title documents as enumerated at Clause 4 herein below pertaining to the said Premises provided by the Transferor to the Transferee, the Transferee have agreed to purchase and acquire the said Premises from the Transferor and the Transferor have agreed to grant, sell, transfer, assign, convey and assure unto and in favour of the Transferee the said Premises and all the share, rights, title, interest benefits etc. in respect thereof together with all other deposits of the Transferor lying with the said Society as well as all the other rights and/or incidental or consequential to the membership of the Transferor in the said Society along with all amounts and/or deposits lying to the credit of the Transferor with BEST, MCGM and other authorities at and for lump sum consideration of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** and on terms and conditions mentioned hereinafter. The Transferor have further agreed to assist the Transferee in transferring his membership rights in the said Society transferred to the Transferee in her name.
- H. At the request of the Transferee, the Transferor have handed over quiet, physical, vacant and peaceful possession of the said Premises to the Transferee on execution of this Deed of Transfer.

NOW THIS DEED OF TRANSFER WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. That all that is stated in the recitals hereinabove is true and correct and the recitals shall form an integral and operative part of this Deed,

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as if the same were specifically set out and incorporated verbatim and shall form the basis of this Deed.

2. In pursuance of the aforesaid agreement and in consideration of the sum of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** (inclusive of Tax Deducted at Source under the provisions of the Income Tax Act, 1961) as mentioned in Clause 3 hereinbelow as full and final consideration, the Transferor hereby grant, convey, sell, transfer, assign and assure absolutely and forever unto the Transferee and the Transferee doth hereby purchase and acquire from the Transferor the said Premises being the said Shares i.e. **Five (5) fully paid up shares of Rs.50/- each bearing Distinctive Nos.306 to 310 (both inclusive)** and evidenced by the **Share Certificate No.59** issued by the said Society on 1st January 2011 in the name of the Transferor herein and the undivided share, rights, title and interest and the occupancy and ownership right of the Transferor into and upon the said **Flat** being a residential **Flat bearing No.1503** admeasuring **625 square feet built up area** which is inclusive proportionate common area as well as proportionate service areas equivalent to **481 square feet carpet area** on the **15th Floor** of the '**A**' Wing of the building known as **Pratiksha Tower** constructed on the plot of land bearing **C.S. No. 1/255 of Tardeo Division** situate, lying and being at **R. S. Nimkar Marg, Mumbai - 400 008** and being in Registration District and sub-District of Mumbai City and being assessed by the '**D**' Ward of the Municipal Corporation of Greater Mumbai bearing **Municipal Assessment No.DX1304120550058** and which is more particularly described in the Schedule hereunder written together with all the share, rights, interest and benefits attached thereto and accruing from the ownership of the said Premises and the said Shares including the membership rights of the said Society and the right to use, occupy enjoy and possess the said Flat together with all other amounts and deposits lying to the credit of the Transferor with the said Society and/or BEST, MCGM and other authorities in respect of the said Premises, as all other rights attached to and/or incidental or consequential to the membership of the Transferor in the said Society from all encumbrances, lien, charges or claims whatsoever. On basis of the representations and covenants of the Transferor and

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Rashmi



the title documents as enumerated at Clause 4 herein below pertaining to the said Premises provided by the Transferor to the Transferee and the permission and No Objection granted by the said Society for the sale and transfer of the said Premises, the Transferee have acquired and purchased the said Premises, free from all encumbrances for a total consideration of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)**.

3. The entire consideration amount of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** towards the purchase of the said Premises paid by the Transferee to the Transferor as under :-

a. **Rs.50,00,000/- (Rupees Fifty Lakhs Only)** paid to the Transferor on or before execution hereof (the payment and receipt whereof the Transferor hereby confirm, admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Transferee forever);

b. **Rs.98,50,000/- (Rupees Ninety Eighty Lakhs Fifty Thousand Only)** paid to the Transferor by Two Cheques . . . dated ~~21-09-2023~~ ^{11/11/2023} for Rs.50,00,000/- and Rs.48,50,000/- ^{dated} respectively (the payment and receipt whereof the Transferor hereby confirm, admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Transferee forever);

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c. **Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand Only)** being Tax Deducted at Source (TDS) at the rate of 1% under Section 194-IA of the Income Tax Act, 1961 on the consideration amount paid to Transferor, which will be deposited by the Transferee with the Income Tax Authorities to the credit of the Transferor;



The said consideration of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** (less Tax Deducted at Source (TDS) of under the provisions of the Income Tax Act, 1961) is inclusive of all the deposits etc. lying and being at the credit of the Transferor in the

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books of the said Society and BEST/Electricity Supplying Company as on the date of execution of the Deed of Transfer in favour of the Transferee.

4. The Transferor have simultaneously on execution hereof handed over and delivered to the Transferee the following documents :-
- Original Agreement for Sale dated 15th November, 1996;
 - Original Share Certificate No.59 issued by the Pratiksha Towers Co-operative Housing Society Limited on 1st January 2011;
 - Last Maintenance Bill of the said Society with payment Receipt;
 - Last paid Electricity Bill;
 - Last paid Property Tax Payment Receipt with Bill;
 - Original** No Objection dated 12-09-2023 of the Pratiksha Towers Co-operative Housing Society Limited for the sale and transfer of the said Premises in favour of the Transferee; and
 - The duly executed share transfer forms required under the Maharashtra Co-operative Societies Act, 1960, for effective transfer of the said Premises in favour of the Transferee.
5. The Transferor have simultaneously on execution hereof placed the Transferee in actual, quiet, vacant, peaceful and physical possession of the said Premises which the Transferee confirms having received from the Transferor.

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The Transferor hereby covenant and warrant with the Transferee that

the Transferee shall on execution hereof be fully entitled to quietly and peacefully possess, occupy, enjoy and hold and enter upon and remain in possession of the said Premises together with all deposits and amounts lying to the credit of the Transferor in the said Society's account for unto and the



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use and benefit of the Transferee without any hindrance, lien, charge, interest, denial, demand, interruption, eviction or claim of whatsoever nature from the Transferor or any person or persons lawfully and equitably claiming through, under or in trust for the Transferor;

- b. notwithstanding any act, deed, matter or thing whatsoever done, committed or omitted by the Transferor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for him made, done, committed or knowingly or willingly suffered to the contrary, HE the Transferor have in himself good right, full power and absolute authority to grant, sell, release, convey and assure the said Premises hereby granted, sold, released, conveyed or assured or intended so to be and all his undivided share, rights, title, interest, advantages, benefits, claims and/or demands thereto unto and to the use of the Transferee and the Transferor shall keep indemnified the Transferee of, from or against all actions, suits and proceedings and all claims, demands, expenses or other liabilities of whatsoever nature made or suffered by or brought against or incurred by the Transferee by reason or by virtue of the non-performance or non-observance by the Transferor of any of the terms and conditions on which he holds and occupy the said Premises and/or otherwise in relation thereto and that it shall be lawful for the Transferee from time to time and at all times hereafter peaceably and quietly to hold, have, occupy, possess and enjoy the said Premises hereby granted with his appurtenances and receive the rent, issues, and profits thereof and of every part thereof to and for her own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Transferor or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him and in this respect the Transferor have placed the Transferee in quiet and peaceful possession of the said Premises;



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c. the Transferor having or lawfully or equitably claiming any estate, right, title, benefit, advantage or interest at law or in equity in the said Premises hereby sold, conveyed, assured, transferred and assigned or expressed so to be or any part thereof by or under or in trust for the Transferor or any one on his respective behalf shall and will from time to time and at all times hereafter at the request and cost of the Transferee do, execute or cause to be done and executed all such further and other acts, deeds, matters, things, conveyances and assurances in the law whatsoever including the Instrument of Transfer prescribed by and required to be submitted to any authority together with all applications, undertaking, letters and communications that may be required to be addressed to any authority for the transfer and more perfectly vesting the said Premises unto and in favour of the Transferee at the cost of the Transferee. It is further expressly agreed that all the amounts standing to the credit of the Transferor including refundable and/or non-refundable deposits in the books of the said Society shall belong to the Transferee and the Transferor shall cause to be executed necessary documents, writings etc. for effectual transfer of the said amounts/deposits in the name of the Transferee and the Transferor shall have no objection to the same and shall not require the Transferee to reimburse the same to the Transferor; and



at any time hereafter if any objection and/or claim is made or received, and/or any proceedings is filed against or in respect of the said Premises and/or any part thereof pertaining to the period prior to the execution of this Deed, the Transferor shall at his own costs, charges and expenses and risk remove, clear and settle such objections and/or claims and/or proceedings, within 21 (twenty one) days from the date of such objection being made or claim is received to the satisfaction of the Transferee.

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7. The Transferor hereby represent, warrant, covenant and undertake to the Transferee that :-

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- a. the Transferor is member of the said Society and the said membership is valid and subsisting;
- b. the Transferor is absolute owner and entitled to the said Premises and all the undivided share, rights, title, interest, benefit including ownership rights therein and that no other person or party has any share, right, title, interest, claim or demand over or upon the same or any part thereof either by way of sale, mortgage, charge, trust, inheritance, pledge, lien or otherwise howsoever;
- c. neither of the Transferor nor have any other person on his respective behalf entered into and/or executed any agreement or arrangement orally or written or understanding or commitment or created any adverse right or interest with any party in respect of sale or any other transaction in relation to the said Premises or any part thereof in any manner whatsoever;
- d. the Transferor have duly observed and performed the rules and regulations of the said Society in respect of the said Premises and not committed any breach of the terms of the bye-laws, rules and regulations of the said Society or any statutory enactment till date and paid all statutory dues, electricity charges, maintenance charges and out goings payable in respect of the said Premises upto 30th September, 2023 and the property tax and repair cess pertaining to the said Premises upto 30th September, 2023 and any arrears or outstanding related to the said Society and property tax, repair charges thereof shall be to the sole account of the Transferor;
- e. the said Premises is neither subject to any encumbrance, charge, lien, mortgage, litigation, judicial or quasi-judicial proceedings nor are the same attached in execution of any decree and are not affected by any notice or order of requisition, acquisition or injunction or attachment either before or after judgment;



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- f. there is no restriction, impediments etc. for sale, assignment, assurance, conveyance, transfer, grant etc. of the said Premises unto and in favour of the Transferee;
- g. no notice/notices is/are issued for requisition and/or acquisition of the said Premises or any part thereof from any Government Authority or Court of Law or any statute etc. has been received or served upon the Transferor and the Transferor are in a position to sell, assign, convey, assure and transfer the said Premises and every part thereof to the Transferee;
- h. there are no injunction or prohibitory or any attachment orders or any other order or otherwise from any court, collector, revenue authority, Municipal Corporation or any Taxation Authority for any taxes or any liabilities in respect of the said Premises or any part thereof or any award or order or judgment restraining the Transferor to deal with or dispose of the said Premises;
- i. there are no Estate Duty, Wealth Tax, Sales Tax, Income Tax or other taxation proceedings whether for recovery or otherwise initiated by any Taxation Authorities or local Authorities or pending whereby the rights of the Transferor to deal with the said Premises are in any way affected;



the Transferor have good right, full power and absolute authority to sell and transfer the said Premises and all his rights, title and interest including ownership rights in respect thereof and all the rights and benefits attached thereto including the right to use, occupy enjoy and possess the said Premises, free from all encumbrances, to the Transferee;

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the Transferor have not received any claim from anyone in respect of the said Premises and there is no *lis pendens* notice in respect of the said Premises; and

- l. the said Premises which are described in the Schedule hereunder written is in possession of the Transferor and no

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other person has any possessory or occupancy right in respect of the said Premises and the title of the Transferor to the said Premises is clear and marketable which is free from all encumbrances.

8. On execution hereof, the Transferee shall be the absolute owner of the said Premises and be entitled to deal with and/or dispose of the said Premises in such manner as she deems fit and do and execute and/or cause to be done and executed all the acts, deeds, matter and things and sign and/or execute all the deeds, documents, writings etc. in respect of the said Premises.
9. The Transferor hereby irrevocably indemnifies the Transferee against all claims, demands, dues, liabilities, suits, proceedings that may be preferred or instituted by any person or persons against the Transferor and/or Transferee in respect of the said Premises and also any of the representation made by Transferor in respect of the said Premises turns out to false or incorrect and/or the Transferor fail to comply with any of his respective obligations, the Transferor shall indemnify and keep indemnified the Transferee against the same till perpetuity.
10. The Transferor hereby irrevocably indemnifies the Transferee against all claims, demands, dues, liabilities, suits, proceedings that may be preferred or instituted by any person or persons or government authority, agency or institution against the Transferor and/or Transferee in respect of the said Premises, the Transferor shall jointly and/or severally indemnify and keep indemnified the Transferee against the same including the costs and expenses incurred, if any.



The Transferor will, at the request and cost of the Transferee, execute all such deeds, documents, writings, forms applications whatsoever as may be necessary, and as may be prescribed under the Maharashtra Co-operative Societies Act, 1960 and the rules framed there under in respect of the said Premises unto and in favour of the Transferee for effective transfer of the said Premises in the names of and for the exclusive use and benefit of the Transferee.

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12. To enable the Transferee to effectually transfer the said Premises to their name/s in the relevant records and to further obtain all the necessary permissions from the concerned authorities in respect thereof, the Transferor hereby nominate, constitute and authorize the Transferee to do and execute and/or caused to be done and executed for and on behalf of the Transferor all the acts, deeds, matters and things explicitly specified at sub-clauses (a) to (c) hereunder :-

- a) To sign, seal and execute all the necessary writings, forms, undertakings, indemnity, applications etc. for the purposes of obtaining the effective transfer of the said Flat to the name of the said Transferee in the records of the said Society, local authorities and/or concerned government authorities and in this regard, to pay the requisite charges/fees to such concerned local or government authorities;
- b) To change the name and other details in the records of the BEST Undertaking, M.T.N.L, Gas and/or other relevant utility providers to the name of the said Transferee and in that regards to sign, seal and execute all applications, letters and/or writings as and when required or necessitated by the occasions; and

To pay the requisite charges and/or other compensations to the relevant officials and to facilitate and/or effectuate the transfer to the name of the said Transferee in all government records and/or the said Society.



13. The Transferee shall pay all maintenance charges, outgoings and all other charges payable to the said Society and shall observe bye-laws and rules and regulations of the said Society that may be in force from

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14.	time to time.
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14. All costs, charges and expenses for transfer of the said Premises from the name of the Transferor to the name of the Transferee including transfer fees payable to the said Society for transfer of the membership of the said Society and the said Premises shall be borne and paid jointly by the Transferor and the Transferee.

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15. The Transferor hereby undertake and declare that any nomination/s or any other instructions given to the said Society with regard to the membership of the said Society or the said Premises or the said Flat which is/are not in conformity with these presents and which may have been made by the Transferor or his respective constituted attorney or his predecessor in title, prior to the execution of this Deed of Transfer, in favour of any persons or body, other than the Transferee herein shall hereafter to be deemed to be in-operative, canceled, withdrawn and null and void.
16. The Transferor will pay his respective taxes including the Income Tax on the consideration paid or payable by the Transferee to the Transferor hereunder and shall indemnify the Transferee for the same.
17. The stamp duty and registration charges / fees payable in respect of this Deed of Transfer shall be borne and paid by the Transferee.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the "said Premises")

ALL THAT Five (5) fully paid up shares of Rs.50/- each bearing Distinctive Nos.306 to 310 (both inclusive) and evidenced by the Share Certificate No.59 issued by the Pratiksha Towers Co-operative Housing Society Limited on 1st January 2011 in the name of the Transferor herein and a residential Flat bearing No.1503 admeasuring 625 square feet built up area which is inclusive proportionate common area as well as proportionate service areas equivalent to 481 square feet carpet area on the 15th Floor of the 'A' Wing of the building known as Pratiksha Tower constructed on the plot of land bearing C.S. No. 1/255 of Tardeo Division situate, lying and being at R. S. Nimkar Marg, Mumbai – 400 008 and being in Registration District and sub-District of Mumbai City and Mumbai Suburban and the said Flat being assessed by the "D" Ward of the Municipal Corporation of Greater Mumbai bearing Municipal Assessment No. DX1304120550058 with all the rights and benefits attached thereto and accruing from the ownership of the said Premises including the membership rights of the said Society and the right to use, occupy enjoy and possess the said Flat and all

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other amounts and deposits lying to the credit of the Transferor with the said Society and/or BEST, MCGM and other authorities in respect of the said Premises, as all other rights attached to and/or incidental or consequential to the membership of the Transferor in the said Society free from all encumbrances.

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

Signed and Delivered
by the withinnamed "Transferor"
MR.HASTIMAL MALAJI JAIN



)
)
)
[Signature]



Left Hand Thumb Impression

Photo

in the presence of ...

1. *[Signature]*

2. *[Signature]*

Signed and Delivered
by the withinnamed "Transferee"
MRS.RESHMI ARVIND JAIN



)
)
)
Reshmi



Left Hand Thumb Impression

Photo

in the presence of ...

1. *[Signature]*

)
2. *[Signature]*

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RECEIPT

RECEIVED of and from the withinnamed "Transferee" MRS.RESHMI ARVIND JAIN on or before execution hereof, a sum of Rs.1,50,00,000/- (Rupees One Crores Fifty Lakhs Only) by RTGS/Cheque payable in favour of the Transferor, being entire consideration paid by the Transferee to the Transferor in respect of the said Premises, the further details whereof is mentioned hereinbelow :-

Cheque/ RTGS	Date	Amount (Rs.)	Bank Branch	Drawn in favour of	Remarks
000145	15-09-23	50,00,000/-	Bank of Baroda, Gulalwadi Branch	Hastimal M.Jain	
000140	21-09-23	50,00,000/-	Bank of Baroda, Gulalwadi Branch	Hastimal M.Jain	
000143	01-11-23	48,50,000/-	Bank of Baroda, Gulalwadi Branch	Hastimal M.Jain	
		1,50,000/-			1%TDS on Consideration of Rs.1,50,00,000/-
		1,50,00,000/-			Full Consideration

RUPEES ONE CRORES FIFTY LAKHS ONLY.

Place :- Mumbai

Date :- 21/09/23

I SAY RECEIVED

Witness :-

① 



(HASTIMAL M. JAIN)

② AP-cha...



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