



THE Juhu gold Mist CO-OPERATIVE HOUSING
SOCIETY LIMITED

(Registered under M. C. S. Act, 1960) (Registration No. and Date 30th July 87)

No. 15

BOM (W-K/W) 1739 (OH) / 1322 / 84-8

Authorised Share Capital Rs. 50,000 Divided into 5000 Shares each of Rs. 50/- only

Member's Register No. A 15

THIS IS TO CERTIFY that Shri | Smt. Digambar R. Bhalerao

of Flat No 43 is the Registered Holder of Shares [25] from No. 350

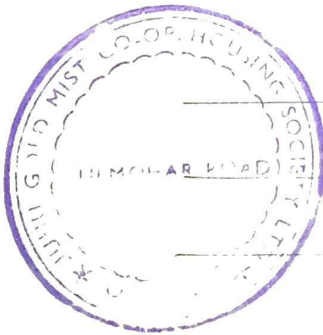
to 375 of Rupees TRN EACH []

in THE Juhu gold Mist CO-OPERATIVE HOUSING SOCIETY LTD

subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at Bombay this

date of 5TH JULY 198 7.



Digambar R. Bhalerao
Chairman

Letuoman
Hon. Secretary

Prabhu
Member of the Committee

P. T. O.



MEMORANDUM OF THE TRANSFERS OF THE WITHIN MENTIONED SHARES

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To Whom Transferred	Share Regr. No. (New)
12.94	10	351 to 375	Mrs Jyoti Pravinchandra Dalal	Nil
6.99	19	- 20 - (15)	MR: Bhagilal J. Patel	Nil

SECRETARY,
 JUHU GOLDMIST CO OPERATIVE HOUSING SOCIETY.
 Nil
 SECRETARY,
 JUHU GOLDMIST CO OPERATIVE HOUSING SOCIETY.
 Nil
 SECRETARY,
 JUHU GOLDMIST CO OPERATIVE HOUSING SOCIETY.
 Nil
 PSU



[Signature]
 Chairman

[Signature]
 Hon. Secretary

[Signature] 2/1494
 Committee Member

... floor, building known as GOLD MIST in THE JUHU GOLD MIST CO-OPERATIVE HOUSING SOCIETY LIMITED, at Gulmohur Road, J.V.P.D. Scheme, Vile-Parle (West),

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20 Rs.



2779

Sl. No.

DATED

SHAILESH GANTRA

15 MAY 1999

LICENCE STAMP VENDOR L. NO. 61,
NEHRU ROAD, VILE-PARLE (EAST)

ISSUED TO: J. P. Dalal

STAMP PAPER OF Rs.

Shankar
STAMP VENDOR

POSSESSION
LETTER

FROM :-

SMT. JYOTI PRAVINCHANDRA DALAL,
at present residing at Flat No. 43,
Building No. 1, fourth floor, Gold
Mist, Gulmohur Road, J.V.P.D.
Scheme, Vile-Parle (West),
Mumbai - 400 049,

Date :- 17th May, 1999.

TO,
SHRI BHOGILAL JIVANJI PATEL,
at present residing at Flat No. 41 Building No. 1, Gold
Mist, Fourth floor, Gulmohur Road, J.V.P.D. Scheme,
Vile-Parle (West), Mumbai - 400 056,

Dear sir,

Pursuant to DFED OF EXCHANGE executed
between us on 16th day of May, 1999, I confirm to
have agreed to transfer Flat No. 43, Building No. 1,
Fourth floor, building known as GOLD MIST in THE JUHU
GOLD MIST CO-OPERATIVE HOUSING SOCIETY LIMITED, at
Gulmohur Road, J.V.P.D. Scheme, Vile-Parle (West),

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J.P.D.

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2779 ~~old~~ No.

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STAMP VENDOR

POSSESSION
LETTER

FROM :-

SMT. JYOTI PRAVINCHANDRA DALAL,
at present residing at Flat No. 43,
Building No. 1, fourth floor, Gold
Mist, Gulmohur Road, J.V.P.D.
Scheme, Vile-Parle (West),
Mumbai - 400 049,

Date :- 17th May, 1999.

TO,

SHRI BHOGILAL JIVANJI PATEL,
at present residing at Flat No. 41 Building No. 1, Gold
Mist, Fourth floor, Gulmohur Road, J.V.P.D. Scheme,
Vile-Parle (West), Mumbai - 400 056,

Dear sir,

Pursuant to DEED OF EXCHANGE executed
between us on 16th day of May, 1999, I confirm to
have agreed to transfer Flat No. 43, Building No. 1,
Fourth floor, building known as GOLD MIST in THE JUHU
GOLD MIST CO-OPERATIVE HOUSING SOCIETY LIMITED, at
Gulmohur Road, J.V.P.D. Scheme, Vile-Parle (West),

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Mumbai - 400 049, Revenue Village Juhu Taluka Andheri, Municipal "K (West)" ward, and today I am herewith handing over you vacant and peaceful possession of Flat No. 43, in the Building No. 1, on receipt of possession of your flat No. 41 in Society's building, kindly confirm the same.

Witnesses)

Patel
[Signature]

TRANSFEROR

Jyoti P. Dalal

SMT. JYOTI P. DALAL.

I hereby confirm to have received vacant and peaceful possession of Flat No. 43, Building No. 1, on Fourth floor of the building, building known as Gold Mist in The Juhu Gold Mist Co-operative Housing Society Limited, transferred under a Deed of Exchange, dated 16th May, 1999.

Witnesses)

SHRI BHOGILAL JIVANJI PATEL.

Bhogilal Jivaji Patel
TRANSFEE

1. *Beet. Patel*
2. *[Signature]*



Sl. No. 2776 DATED _____

15 MAY 1999

SHAILESH GANATRA

LICENCE STAMP VENDOR L. NO. 61,
NEHRU ROAD, VILE-PARLE (EAST)

ISSUED TO: J.P. Dalal

STAMP PAPER OF Rs. Omah
STAMP VENDOR

DEED OF EXCHANGE
OF TWO RESIDENTIAL FLATS IN CO-OPERATIVE
HOUSING SOCIETY.

THIS DEED OF EXCHANGE is made and entered into at MUMBAI on this 16 th day of MAY, christian year One thousand nine hundred ninety nine (1999),

BETWEEN

SHRI BHOGILAL JIVANJI PATEL, Hindu, adult, aged about 63 years, Occupation Retired, at present residing at Flat No. 41, Building No. 1,

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fourth floor, Gold Mist, Gulmohur Road, J.V.P.D. Scheme, Vile- Parle (West), Mumbai - 400 049, hereinafter referred to as "THE PARTY OF THE FIRST PART" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof shall mean and include his legal heirs, executors, administrators and assigns) of the FIRST PART.

A N D

SMT. JYOTI PRAVINCHANDRA DALAL,

Indu, adult, aged about 58 years, Occupation Housewife, present residing at Flat No. 43, Building No. 1, Gold Mist, Fourth floor, Gulmohur Road, J.V.P.D. Scheme, Vile-Parle (West), Mumbai - 400 056, hereinafter referred to as "THE PARTY OF THE SECOND PART" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof shall mean and include her legal heirs, executors, administrators and assigns) of the SECOND PART.

W H E R E A S :-

A) FIRSTLY;

1) By and under Letter of Allotment dated 10/9/87, bearing No. BB/ JVP (224)/ 63/ Allt/ MH and by and further Letter to occupy tenement dated 16th day of August, 1982, bearing Ref. No. BB/ JVP (224)/ 63/

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2527- 29/ MH, issued by Dy. Chief Officer (E.M.) and Estate Manager (Sales) respectively of Bombay Housing and Area Development Board now known as MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY (for sake of conveniences hereinafter referred to as "the MHADA"), said MHADA allotted in favour of the Party of the First Part herein, viz. SHRI BHOGILAL JIVANJI PATEL, one Residential Flat in their Project of 224 tenements under H.I.G. at Building No. 1 (subsequently named as Gold Mist) at Gulmohur Road, J.V.P.D. Scheme, Mumbai - 400



I) AND WHEREAS subsequent to said allotment and possession Party of the First Part herein enrolled himself as Promoter Member of THE JUHU GOLD MIST CO-OPERATIVE HOUSING SOCIETY LIMITED, a Housing Society formed and registered under section 9 (i) of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM (W-K/W)/ HSG./ (O.H.)/ 1322/ 1984-85 (hereinafter referred to as "the SAID SOCIETY").

III) AND WHEREAS as a Promoter Member of the said Society, the Party of the First Part have been also allotted necessary Twenty five Shares of the said Society and as such the Party of the First Part is holder of Twenty five Shares of Rs. 10/= (Rupees Ten each), bearing distinctive Nos. from 301 to 325, comprising of Share Certificate No. A-13, having aggregate value of Rs. 250/= (Rupees Two hundred fifty

only) (hereinafter referred to as "THE SAID SHARES").

IV) AND WHEREAS as incidental to membership and said shares of the said Society, the Party of the First Part herein by virtue of Letter of Allotment and Possession Letters cited above also has a beneficial right, title and interest in a Flat bearing No. 41 in the building of the said Society, viz. Flat No. 41 on fourth floor of the building known as GOLD MIST on rear side of the building facing play ground and situated, lying and being at Gulmohur Road, J.V.P.D. Scheme, Vile-Parle (West), Mumbai - 400 049, admeasuring 810 Sq. feet of Built up area, (hereinafter for sake of conveniences referred to as "THE SAID FLAT NO. 41").



B) SECONDLY;

1) By and under Letter of Allotment dated 28th day of September, 1980, bearing Ref. No. ACS JVPD/ 12659/ H of 1980 and by further letter dated 17th day of August, 1982, bearing No. BB/ JVP (224)/ 63/ Allt/ 1135-MH, and by and under Letter of Possession dated ___th day of 17/August, 1982, said MHADA allotted in favour of one SHRI DIGAMBAR RANGNATH BHALERAQ, one Flat, viz. Flat No. 43 on fourth floor of the building subsequently named as GOLD MIST, situated lying and being at Gulmohur Road, J.V.P.D. Scheme, Vile-Parle (West), Mumbai - 400 049.

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II) AND WHEREAS by and under AGREEMENT FOR SALE executed at Mumbai on 15th day of April, 1987 and by under TRANSFER FORM of even date, made and executed at Mumbai by and between said SHRI DIGAMBAR RANGNATH BHALERAO (therein referred to as the Vendor of the One Part) and the Party of the Second Part herein, viz. SMT. JYOTI PRAVINCHANDRA DALAL (therein referred to as the Purchaser of the Other Part), said Shri Digambar Rangnath Bhalerao (the original allottee) for the terms conditions recorded and for a valuable consideration transferred and/or assigned the Flat No. 43 on fourth floor of the building known as GOLD MIST in favour of the Party of the Second part.



III) AND WHEREAS the Party of the Second Part subsequent to Agreement for Sale and Transfer Form cited above enrolled herself as a member of the said Society and also obtained transfer of Twenty five shares of the said Society and as such presently the Party of the Second Part herein is share holder of said Society in respect of Twenty five shares of Rs. 10/= (Rupees Ten only) each, bearing distinctive Nos. from 351 to 375, comprising of Share Certificate No. 15, having aggregate value of Rs. 250/= (Rupees Two hundred fifty only), (hereinafter referred to as "THE SAID SHARES").

IV) AND WHEREAS as incidental to said holding of shares the Party of the Second Part also has a

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beneficial right, title and interest in a Flat bearing No. 43 on fourth floor of the building known as GOLD MIST on front side of the building facing Gulmohur Road, situated, lying and being at Gulmohur Road, J.V.P.D. Scheme, Vile-Parle (West), Mumbai - 400 049, admeasuring 810 Sq. feet of Built up area (hereinafter referred to as "THE SAID FLAT NO. 43").

C) AND WHEREAS Party of the First Part and Party of the Second Part are Registered Member and Share holders of the said Society and both have beneficial right title, interest and shares in the said Society and both the flats are free from all encumbrances of whatsoever nature and same has a clear and marketable title.



D) AND WHEREAS both the parties herein are absolutely seized and possssed off or otherwise well and sufificantly entitled to Residential Flats, described hereinabove and more particularly described in the First and Second Schedule appearing hereunder.

E) AND WHEREAS both the said flats are located on same floor and same building and both has similar area and there is no change in design etc. whatsoever except the fact that said Flat No. 43 belonging to the Party of the Second Part has good interior design and civil work, colour work etc. as well as same is fecing main Road namely Gulmohur Road. However said Flat No. 41 belonging to the party of the First Part

J.P.D.
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requires renovation etc. and same is falling on rear side facing Play Ground.

F) AND WHEREAS both the parties have discharged their respective liabilities towards Society maintenance, Municipal taxes etc. in respect of the said flats, upto May, 1999.

G) AND WHEREAS Parties hereto for sake of conveniences of the party of the second part have mutually agreed to exchange their respective flat with each other to the effect that henceforth said Flat No. 43 will absolutely belong to the Party of the First Part and said Flat No. 41 will absolutely belongs to the Party of the Second Part.



H) AND WHEREAS since the area of the flat, locations design, floor of both the flats are identical neither party is required to offer and/or pay any consideration and/or differential compensation to either of the party.

I) AND WHEREAS both the parties hereto have addressed an application jointly to the said Society in the form of intimation as required under Rule 24 (i) (b) of the Maharashtra Co-operative Societies Rules, 1961 to exchange their respective flats. And said Society in response to said intimation granted its N.O.C. to the parties herein vide their Letter dated 16th day of May,

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1999. Hereto annexed and marked **Exhibit "A"** is zerox copy of the said Letter.

J) AND WHEREAS the Parties hereto have now agreed to execute this Deed of Exchange.

NOW THIS DEED WITNESSETH that

1) in pursuance of the aforesaid agreement and in consideration of the Party of the Second Part conveying the party of the First Part said Flat No. 43 (more particularly described in the second schedule), HE the Party of the First Part doth hereby grant and convey by way of EXCHANGE unto the party of the second part absolutely and forever ALL his right, title, share and interest in said Flat No. 41 and more particularly described in the First Schedule appearing hereunder together with shares of the said Society incidental thereto and right, title, share and membership of the said Society and all other things permanently attached thereto or standing thereon and all the liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said flat No. 41 belonging or in anywise appertaining to or with the same or any part thereof and now or at any time heretofore usually held, used, occupied or enjoyed or reputed or as part or member thereof or be appurtenant thereto AND ALSO together with all the deeds, documents, writings, vouchers and other evidences of title relating



J.P.D.
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to the said Flat No. 41 or any part thereof AND ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Party of the First Part herein, to, out of or upon the said Flat No. 41 or any part thereof TO HAVE AND TO HOLD the said flat and all the singular and other premises hereby granted and conveyed by way of exchange or intended so to be with her and every of her rights, members and appurtenances UNTO and to the use and benefit of the Party of the Second Part hereto absolutely forever SUBJECT to payment of all rents, taxes, assessments, rates, duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or the Municipal Corporation of Greater Mumbai or any other Local Authority or the said Society.



A N D

1- A) in pursuance of the aforesaid agreement and in consideration of the Party of the First Part conveying to the party of the Second Part said Flat No. 41 (more particularly described in the first schedule), SHE the Party of the First Part doth hereby grant and convey by way of EXCHANGE unto the party of the first part absolutely and forever ALL her right, title, share and interest in said Flat No. 43 and more particularly described in the Second Schedule appearing hereunder together with shares of the said Society incidental

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thereto and right, title, share and membership of the said Society and all other things permanently attached thereto or standing thereon and all the liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said flat No. 43 belonging or in anywise appurtenant to or with the same or any part thereof and now or at any time heretofore usually held, used, occupied or enjoyed or reputed or as part or member thereof or be appurtenant thereto AND ALSO together with all the deeds, documents, writings, vouchers and other evidences of title relating to the said Flat No. 43 or any part thereof AND ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Party of the Second Part herein, to, out of or upon the said Flat No. 43 or any part thereof TO HAVE AND TO HOLD the said flat and all the singular and other premises hereby granted and conveyed by way of exchange or intended so to be with him and every of his rights, member and appurtenances UNTO and to the use and benefit of the Party of the First Part hereto absolutely forever SUBJECT to payment of all rents, taxes, assessments, rates, duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or the Municipal Corporation of Greater Mumbai or any other Local Authority or the said Society.



2) Each of the Party herein admit and confirm that they have not mortgaged, gifted, sold

J.P.D.

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26

and/or exchanged their respective flat to any other person or party prior to execution of these presents.

3) Each of the party herein on execution of these presents will address an application for transfer of their respective flats and shares in the records of the Society and for that purpose will sign and submit such forms, declarations, bonds, undertakings as required under the Maharashtra Co-operative Societies Act, 1960.

Each of the parties hereto will make out a marketable title to the said flats belonging to them, free from any encumbrances and reasonable doubt.

5) Each party will pay all outgoings by way of Municipal and other taxes etc. upto the execution of the Deed of Exchange as far as possible, otherwise the same and rents will be apportioned as on the date of execution of the Deed of Exchange.

6) Simultaneously, with the execution of these presents party will give to each other the possession of their property exchanged by exchanging keys of the respective flat and by delivering vacant possession and Each party will hand over the title deeds of their respective property to other.

7) That Entrance Fees and all other

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expenses for the said exchange payable to the said Society for effecting necessary changes in the records of the said Society shall be borne and paid by the party of the second part only and Party of the First part shall not subscribe to it.

8) That it is further agreed between the parties that subsequent to execution of these presents, parties will make an application to the said Society for effecting necessary changes in the records of the said Society and necessary deposit, credit fund and/or sinking fund lying to credit of respective flat will pass on to the account of ultimate Transferee.

9) Party of the First part herein indemnify and agrees to keep indemnified the Party of the second part from and against any form of liability, claim and/or demand arising at future date in respect of said Flat No. 41 and in the same manner party of the Second Part indemnify and agrees to keep indemnified the Party of the First Part from and against any form of liability claim and/or demand arising at future date in respect of the said Flat No. 43. That both the party indemnify each other against any such liability prior to date of execution of these presents.

10) That both the parties herein undertakes to clear all the liabilities towards maintenance bills, electricity bills and telephone bills in respect of

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28

their respective flat for the period upto May, 1999 and indemnify and agrees to keep indemnified each other from and against any liabilities arising and/or accruing at future date prior to date of execution of these presents.

11) It is further agreed between the parties that this Deed will be prepared in Duplicate, original whereof will be stamped with proper stamp duty payable within the meaning of the Bombay Stamps Act, 1958 and duplicate will be prepared on stamp paper of Rs. 100/= (Rupees One hundred only). That all the expenses in connection with preparation of this Agreement, stamp duty, adjudication fees and registration fess will be borne and paid by the Party of the Second part hence the custody of the original document will remain with the party of the second part, however party of the first part will be furnished registered duplicate copy on stamp paper of Rs. 100/= (Rupees One hundred only).

12) That both the parties have handed over to each other title deeds in respect of the respective flat on execution of these presents and each party has passed on seperate receipt for the same.

13) At the request and cost of the second party, the parties hereto shall execute such assurances and do such acts, deeds and things as shall be reasonably necessary for the more perfectly assuring

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29

unto each other the title to the flat hereby transfereed and/or exchanged. It is further agreed between the parties that party of the second part will extend her all best possible co-operation and help at future date whenever required in respect of making out title to Flat No. 43 in case of future sale. And bind herself to give an inspection of all original documents duly stamped to any person interested in said flat No. 43 in future and Party of the First Part also bind himself to extend his all co-operation in case of future sale.

THE SCHEDULE HEREINABOVE REFERRED TO;

FIRST SCHEDULE.

Details of Flat No. 41.

Residential Flat bearing No. 41 on fourth floor of the building known as GOLD MIST on rear side of the building facing play ground, containing by admeasurement 810 Sq. feet of built up area, having Still and seven upper floors and constructed in the year 1982-83, on plot of land bearing City Survey No. 195(Part) and within the limit of Revenue Village Juhu, Taluka Andheri, District Mumbai Suburban.

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SECOND SCHEDULE

DETAILS OF FLAT NO. 43.

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Residential Flat bearing No. 43 on fourth floor of the building known as GOLD MIST on front side of the building facing Gulmohar Road, containing by admeasurement 810 Sq. feet of built up area, having Still and seven upper floors and constructed in the year 1982-83, on plot of land bearing City Survey No. 195 (Part) and within the limit of Revenue Village Juhu, Taluka Andheri, District Mumbai Suburban.

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



SIGNED by the withinnamed)
Party of the First Part namely)
SHRI BHOGILAL JIVANJI PATEL.)

Bhogilal JivANJI Patel

in the presence of.....)
1) Bharat Patel)
2) J. P. Dalal)

SIGNED by the withinnamed)
Party of the Second Part namely)
SMT. JYOTI PRAVINCHANDRA DALAL.)

Jyoti P. Dalal.

in the presence of.....)
1) J. P. Dalal)
2) Bharat Patel)