

Tuesday, July 29, 2008
5:14:34 pm

पावती

Original

नोंदणी क्र. ३३
Page. 39/11

पावती क्र. : 10361
दिनांक : 29/07/2008

गावाचे नांव : लोअर परेत

दस्तऐवजाचा अनुक्रमांक : बवई३ - 5489 - 2008

दस्त ऐवजाचा प्रकार : डिड ऑफ ट्रान्सफर

सादर करणा-याचे नाव : विपीन दायालाल मेहता

फी नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या : 1

रु.30,000.00

रु.300.00

एकुण रु.30,300.00

आपणास हा दस्त अंदाजे 5:34PM ह्या वेळेस मिळेल

सह. द. नि. मुंबई शहर रु.

सह. दुय्यम निबंधक


बाजार मुल्य : रु.5,696,774/-

भरतेले मुद्राक शुल्क : रु.267,450/-

गोवदना : रु.4,450,000/-
मुंबई शहर रु. रु.

- 1) देयकाचा प्रकार : By Demand Draft रक्कम: रु.30,000
डीडी/ धनादेश क्रमांक : 153226 दिनांक : 28/07/2008
बँकेचे नाव व पत्ता : बँक ऑफ महाराष्ट्र मुं 28
- 2) देयकाचा प्रकार : By Cash रक्कम: रु.300

FRANKING DEPOSIT SLIP

 ICICI Bank Customer Copy Date: 27/5/08	
Pay to: ICICI Bank Ltd. AC Stamp Duty	
Franking Value Rs. 21,63,450/-	Service Charges Rs. 10/-
Total Rs. 2,63,460/-	
Name of Stamp duty paying party: Bipin Dayalal Mehta Rekha Bipin Mehta	
DD / Cheque No. 153223 / 28/07/08	
Drawn on Bank: <u>Bank of Maharashtra</u> <u>Number - 28</u>	
(For Bank's Use only) 27632	



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 4824/19
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DEED OF TRANSFER

THIS DEED OF TRANSFER is made and entered into at Mumbai this 27th day of July, 2008 BY AND BETWEEN MRS. JAYABEN BABULAL SHAH ALIAS GADHECHA aged about 64 years AND MRS. NIRMALA JAYESH SHAH ALIAS GADHECHA aged about 35 years, both adults, Indian Inhabitant of Mumbai and residing at Flat No. 72, 7th Floor,, "MANIK APARTMENT Co-op. Hsg. Socy. Ltd.", 567, Bhavani Shankar Road, Dadar (West), Mumbai - 400 028, hereinafter referred to as the 'TRANSFERORS/SELLERS' (which expression shall unless it shall be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the FIRST PART AND MR. BIPIN DAYALAL MEHTA aged about 38 years AND MRS. REKHA BIPIN MEHTA aged about 30 years, both adults, Indian Inhabitant of Mumbai and residing at 57/58, Vijay Manal, 3rd Floor, Manamala Tank Road, Matunga (West), Mumbai - 400 016, hereinafter referred to as the 'TRANSFEREES/PURCHASERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the SECOND PART:

R.B. Mehta

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B. D. Mehta
 R. B. Mehta

STAMP DUTY PAID

02674501-195349

AMIT KHARE
 Officer
 ICICI Bank Ltd.
 District: 101164000425447

Stamp and date: JUL 20 2008

WHEREAS BY virtue of Agreement dated 7th April, 1988 executed between M/S BUILDARCH, as "THE VENDORS" of the ONE PART, AND SHRI JAGANNATH GANGARAM PEDNEKAR AND MASTER ANAND JAGANNATH PEDNEKAR (MINOR) as "THE PURCHASERS" had purchased, acquired, possessed the Flat No. 72 measuring about 620 Sq. Ft. (Built-up) on 7th Floor in the building Known as, "MANIK APARTMENT" Situated at 567, Bhavani Shankar Road, Dadar (West), Mumbai - 400 028, lying and being at F.P. No. 567 of T.P.S. IV Mahim and bearing Cadastral Survey No. 1310 to 1314 and newly 1413 of Lower Pare Division in the Registration District of Mumbai City and more particularly described in the Schedule hereunder written (For brevity's sake the said Flat is hereinafter referred to as the SAID FLAT)

AND WHEREAS BY virtue of SALE DEED dated 15TH October, 1999 executed between MR. JAGANNATH GANGARAM PEDNEKAR AND MR. ANAND JAGANNATH PEDNEKAR as "THE VENDORS" of the First Part had sold, transferred, AND the TRANSFERORS herein, therein referred as the PURCHASERS MRS. JAYABEN BABULAL SHAH ALIAS GADHECHA AND MRS. NIRMALA JAYESH SHAH ALIAS GADHECHA of the THIRD PART has purchased; acquired, possessed with agreed consideration and terms and conditions contained therein AND M/S BUILDARCH, the CONFIRMING PARTY of the SECOND PART have confirmed the

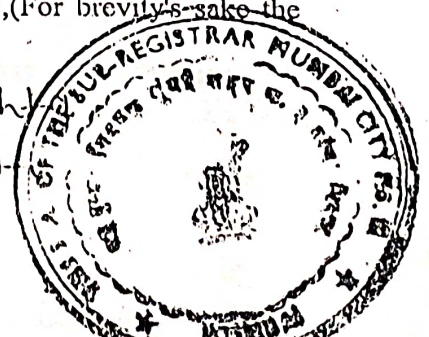
Said Flat No. 72 measuring about 620 Sq. Ft. (Built-up) on 7th Floor in the building Known as, "MANIK APARTMENT" Situated at 567, Bhavani Shankar Road, Dadar (West), Mumbai - 400 028 (For brevity's sake the said Flat is hereinafter referred to as the SAID FLAT)

AND WHEREAS said SALE DEED dated 15th October, 1999 was lodged on 30th October, 1999 and registered on 8th March, 2001 under Serial No. BBE/5117/99 at the Office of the Sub Registrar, Mumbai City, Old Custom House, Fort, Mumbai, AND WHEREAS the said MRS. JAYABEN BABULAL SHAH ALIAS GADHECHA AND MRS. NIRMALA JAYESH SHAH ALIAS GADHECHA have jointly owned, possessed the said Flat No. 72 and said Building namely "MANIK APARTMENT" registered under Maharashtra Co-operative Societies Act, 1960. AND WHEREAS they are the bonafide members of the said Society known as "MANIK APARTMENT Co-op. Hsg. Socy. Ltd." registered under Registration No. MUM/(W-G/N)HSG/TC/8403/03-04 dated 02-12-2003 under Maharashtra Co-Op Society Act, 1960, having its Registered Office at 567, Bhavani Shankar Road, Dadar (West), Mumbai - 400 028, (For brevity's sake the said Society is hereinafter referred to as the "SAID SOCIETY").

महाराष्ट्र न्यायिक न्यायालय
मुंबई न्यायालय

B. D. Meh
R. B. Meh

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AND WHEREAS the Party hereto of the First Part holding five shares each of Rs. 50/- aggregating to Rs. 250/- but till the date the Society has not issued Share Certificate in the name of the Transferors herein, the Party hereto of the First Part, Hence details of Share Certificate are not mentioned herein and after this Transaction the Society will issue the Share Certificate in respect of said Flat No. 72 in the name of the Transferees herein. (For brevity's sake the said five shares are hereinafter referred to as the SAID SHARES)

AND WHEREAS the said Society has granted their 'No Objection' for Sale, Transfer and Assignment of the said Flat No. 72 and/or rights to the shares in respect of the said Flat No. 72 together with the benefit of the said Sale Deed dated 15th October, 1999 in favour of the TRANSFEREES herein;

AND WHEREAS pursuant to the negotiations between the parties hereto the TRANSFERORS have agreed to sell and/or Transfer and TRANSFEREES have agreed for acquire the said Flat No. 72 in favour of the TRANSFEREES for the lump sum consideration of Rs.44,50,000/- (Rupees Forty Four Lakhs Fifty Thousand Only) upon the terms and conditions mentioned hereinafter.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

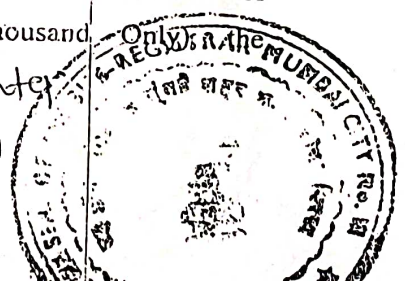
1. The TRANSFERORS hereby assigns, transfer and convey in favour of the TRANSFEREES the said residential Premises bearing Flat No. 72 admeasuring about 620 Sq. Ft. (Built-up) on 7th Floor in the building Known as, "MANIK APARTMENT" Co-op. Hsg. Socy. Ltd." situated at 567, Bhavani Shan:ar Road, Dadar (West), Mumbai - 400 028 (hereinafter for the sake of brevity referred to as "the Said Flat") for the total lump sum consideration of and aforesaid consideration of Rs.44,50,000/- (Rupees Forty Four Lakhs Fifty Thousand Only) payable as under,

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2. Or. or before execution of this Agreement and handing over possession of the said Flat by the TRANSFERORS to the TRANSFEREES, the TRANSFERORS paid the sum of Rs. 1,00,000/- (Rupees One Lakh Only) as being part payment out of entire consideration, (the TRANSFERORS acknowledge receipt the same) and Forthwith upon receipt of the balance of Rs.43,50,000/- (Rupees Forty Three Lakhs Fifty Thousand Only) making aforesaid entire consideration of Rs.44,50,000/- (Rupees Forty Four Lakhs Fifty Thousand Only)

महेश्वर शिंदे
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B. D. Mehta
R. B. Mehta



TRANSFERORS shall relinquish all their rights title, claims, interests of whatsoever nature in respect of the said Flat No. 72, to the TRANSFEREES and further TRANSFEREES will pay balance consideration Rs.43,50,000/- (Rupees Forty Three Lakhs Fifty Thousand Only) on handing over the Original Documents in respect of said Flat No. 72.

3. It is hereby further agreed by and between the parties hereto that on payment of the aforesaid entire consideration of Rs.44,50,000/- (Rupees Forty Four Lakhs Fifty Thousand Only) nothing shall be due and payable by the TRANSFEREES to the TRANSFERORS in respect of the acquisition of the rights in the said Flat No. 72 and the said five shares.

4. After receipt of full consideration of Rs 44,50,000/- (Rupees Forty Four Lakhs Fifty Thousand Only) by TRANSFERORS from TRANSFEREES, the Transferors will resign from membership of the Society and execute necessary forms prescribed by law for enrolling the TRANSFEREES as members place and in stead of TRANSFERORS and recommend them to enroll as members of the said society, the TRANSFERORS will execute any other necessary writing, Affidavit, Undertaking as may be required by the said Society for the purpose of enrolling the TRANSFEREES as their members and issuing Share Certificates in their name. The TRANSFERORS will deliver all previous Sale Deed, Agreement For Sale and any other document to the TRANSFEREES. Thereafter the TRANSFERORS have no right, title, interest in the said Flat.

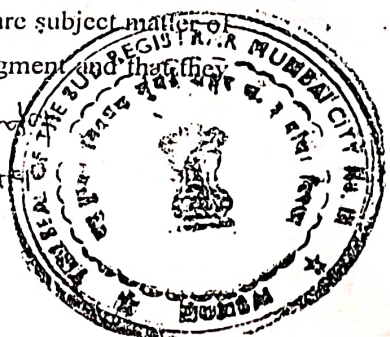
5. After receipt of aforesaid entire consideration the TRANSFERORS shall relinquish all their rights, title, interest etc. in respect of the said Flat No. 72 and Shares, in favour of the TRANSFEREES and the TRANSFEREES shall ipso-facto become entitled to hold the said Flat No. 72, along with all rights, title, interest, benefits etc. in respect of the said Flat No. 72 and the share certificate, and its enjoyment free from all encumbrances, The said flat is not subject to any charge, lien, mortgage, gift, trust, lease or any encumbrances of whatsoever nature.

6. The TRANSFERORS hereby assures the TRANSFEREES that they have not on or before execution of this Agreement entered into any agreement or mortgaged or transferred assigned or in any other way encumbered or alienated their rights, title, interest in the said Flat No. 72 and Shares nor the same are subject matter of litigation of whatsoever nature attachment before or after judgment

Handwritten signature and date: 20/11/15

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Handwritten signatures: B. D. Mehra, R. B. Mehra



(the TRANSFERORS) have performed all obligations in their part and observed and discharged all liabilities and on the aforesaid representation the TRANSFEREES have agreed to purchase the said Flat No. 72.

7. The TRANSFERORS hereby declare that they have full authority to transfer this Flat in favour of TRANSFEREES and they have not entered with agreement or created any right in respect of Flat in favour of any other person

8. The TRANSFERORS hereby indemnifies and keep indemnified TRANSFEREES against any actions, demands claims etc. that may be made by any person claiming through them and make good the loss suffered by the TRANSFEREES.

9. It is hereby further agreed between the parties hereto that till the date of execution hereof the TRANSFERORS shall liable and responsible all taxes, charges, dues etc. in respect of the said Flat No. 72, and the TRANSFERORS hereby indemnifies the TRANSFEREES and shall always keep them indemnified in respect of all the claims, dues, outstanding, contributions etc. that may become payable in respect of the said premises for any period prior to the date of execution hereof and thereafter TRANSFEREES shall be responsible and liable to pay the same.

10. The TRANSFEREES doth hereby covenant with the TRANSFERORS that they will also become the members of the Said Registered Society and shall abide by the Rules and Regulations and Bye-laws of the said Society and that the TRANSFEREES further agrees undertakes to pay, perform and discharge all claims, demands, contributions, duties and obligations which the Society may be lawful and reasonable hereinafter take in respect of the said Flat No. 72 from the TRANSFEREES as the members of the said Society.

11. The TRANSFERORS hereby covenant with the TRANSFEREES that the TRANSFEREES shall henceforth quietly and peacefully possess, use, occupy and enjoy the said Flat premises as the Owners thereof without any let, hindrance, denial, interference or eviction by the TRANSFERORS or any other person or persons lawfully or equitably claiming through, under or in trust for the TRANSFERORS.

12. The Terms and Conditions of Sale Deed dated 15th October, 1999 shall be deemed to be incorporated in this Agreement.

Handwritten signature: *Yashraj*

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9 21/10/99 2/11/2*

Handwritten signature: *B. P. Mehta*
R. B. Mehta



13. The Transfer Fees, Donation, if any, leviable by the Society at the time of completion of the transfer of the said Shares and the said Flat No. 72 from the name of the TRANSFERORS to the name of the TRANSFEREES shall be borne equally by both the parts herein and the Stamp Duty and Registration charges and fees to this Agreement shall be borne and paid by the TRANSFEREES alone.

14. The TRANSFERORS shall sign, affirm, execute all deeds, documents, writings, affidavits, undertakings, forms, applications etc. as may be necessary and reasonably required by the TRANSFEREES from time to time for the purpose of transferring the said Flat No. 72, in favour of the TRANSFEREES.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT FLAT premises bearing Flat No. 72 admeasuring about 620 Sq. Ft (Built-up) on 7th Floor in the building Known as, "MANIK APARTMENT" Co-op. Hsg. Socy. Ltd." Situated at 567, Bhavani Shankar Road, Dadar (West), Mumbai - 400 028 lying and being at F.P. No. 567 of T.P.S. IV Mahim and bearing C.T.S. No. 1310 to 1314, newly 1413 part of Lower Parel Division in the Registration District and Sub District of Mumbai City and within the limits of "G (North)" ward of Municipal Corporation of Greater Mumbai assessed under G Ward No. 3390(1) 872 and 3531 (994) and the building has been constructed in the year of 1992 having Ground plus Seven Upper Floors with lift facility.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this writing the day and the year hereinabove mentioned.

SIGNED SEALED AND DELIVERED BY)

THE WITHIN NAMED TRANSFERORS,)

MRS. JAYABEN BABULAL SHAH ALIAS GADHECHA) *जयदेवी बाबुलाल शाह*

MRS. NIRMALA JAYESH SHAH ALIAS GADHECHA) *नीर्मला जयेश शाह*

in the presence of

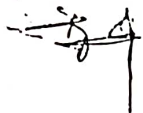
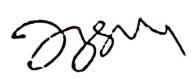
1. *[Signature]*
2. *[Signature]*

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SIGNED SEALED AND DELIVERED BY
THE WITHINNAMED 'TRANSFEREES'
MR. BIPIN DAYALAL MEHTA AND
MRS. REKHA BIPIN MEHTA
in the presence of

)
)
) B. D. Mehta
) R. B. Mehta
)

1. 
2. 

RECEIPT

RECEIVED OF AND FROM the withinnamed the TRANSFEREES MR. BIPIN DAYALAL MEHTA AND MRS. REKHA BIPIN MEHTA the sum of Rs.1,00,000/- (Rupees One Lakh Only) by Cheques towards earnest money or part payment out of full and final settlement or entire consideration of Rs.44,50,000/- (Rupees Forty Four Lakhs Fifty Thousand Only) in respect of Flat No. 72 as mentioned hereinabove paid by them to us and details of payment made are as follows,

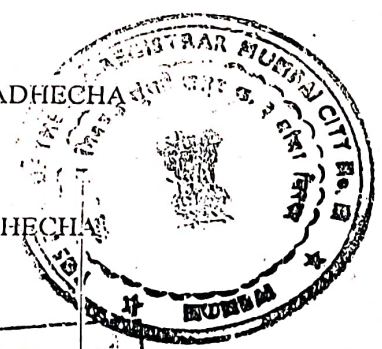
SR.NO.	DATE	CHEQUE NO.	DRAWN ON	AMOUNT
1.	23-07-2008	025 256	Bank of Maharashtra Dadar (W) Branch	50,000/-
2.	23-07-2008	780 830	Central Bank of India Dadar (W) Branch	50,000/-

TOTAL Rs. 1,00,000/-

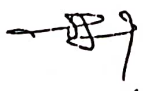

WE SAY RECEIVED

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MRS. JAYABEN BABULAL SHAH ALIAS GADHECHA

०१/०८/०८ २-११६
MRS. NIRMALA JAYESH SHAH ALIAS GADHECHA
TRANSFERORS



WITNESSES:-

1) 
2) 

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