No. A. A./BOM /Certs
/14483/94-95

Office of the
Appropriate Authority
(I. T. Deptt.), A-Wing,
3rd Floor, Mittal Court,
Nariman Point, Bombay - 400 021.

Dated the

Proceedings No. ... Appropriate Authority/Bom/
14483/94-95

Name (s) of Transferor (s) ...
MRS. INDU J. MEHTA and
AMIT J. MEHTA,
1/118 Gujarat Society,
Nehru Road, Vile Parle(East), Bombay-400 057.

Name(s) of Transferee(s) ...
L.V.Dalal HUF &
Mrs. Padmaben L.Shah(Equal Co-owner),
101, Mangal Milan, Sharadchandra Chatterji Marg,
Santacruz(West), Bombay-400 054.

Descriptions & Location of Immovable property ...
Flat No.301, 3rd floor,
Mangal Milan,
Sharadchandra Chatterji Marg,
Santacruz(West), Bombay-400 054.

Apparent consideration ...
Rs.80,00,000/-

Date of Agreement ...
14-4-1994 (date of Memorandum of Understanding)

Date of Certificate ...

CERTIFICATE UNDER SECTION 269 UL (3) OF THE I. T. ACT. 1961.

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 15-4-1994.

And whereas the apparent consideration set forth in the said Form 37-I and in the agreement dated 14-4-1994 for the transfer of the said property is Rs. 80,00,000/-

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase by the Central Government of the said property.

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the Schedule appearing below by the said transferor to the said transferee for an apparent consideration of Rs. 80,00,000/-.

This no objection certificate is issued without prejudice to any Income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

Sd/- Sd/- Sd/-

(S.C.PRASAD) Chief Engineer | (R.L.SAH) Commissioner of Income-Tax | (S.N.L.AGARWAL) Commissioner of Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

SCHEDULE

NOT APPLICABLE

Authorised to issue on behalf of Appropriate Authority, Bombay.

(L. D. BHATTI).
Deputy Commissioner of Income-tax,
Appropriate Authority, Bombay.

Copy to :

1. Transferor(s).
2. Transferee(s).
3. Guard File.
4. The DI (Inv.) Survey Unit - 1, Bombay under CIB Code No. 201.
5. The Sub-Registrar of Assurances, Old Customs House, Bombay.

vsn.

No. A. A./BOM/Certs
/14483/94-95

Office of the
Appropriate Authority
(I.T. Deptt.), A-Wing,
3rd Floor, Mittal Court,
Nariman Point, Bombay - 400 021.

Dated the 1 JUL 1994

Proceedings No. ... Appropriate Authority/Bom/
14483/94-95

Name (s) of Transferor (s) ...

MRS. INDU J. MEHTA and
MONIT J. MEHTA,
A/118 Gujarat Society,
Nehru Road, Vile Parle(East), Bombay-400 057.

Name(s) of Transferee(s) ...

L.V.Talal HUF &
Mrs.Mrs Padmaben L.Shah(Equal Co-owner),
104, Mangal Milan, Sharadchandra Chatterji Marg,
Santacruz(West), Bombay-400 054.

Descriptions & Location of Immovable property ...

Flat No.301, 3rd floor,
Mangal Milan,
Sharadchandra Chatterji Marg,
Santacruz(West), Bombay-400 054.

Apparent consideration ...

Rs.80,00,000/-

Date of Agreement ...

14-4-1994 (Date of Memorandum of Understanding)

Date of Certificate ...

1 JUL 1994

CERTIFICATE UNDER SECTION 269 UL (3) OF THE I. T. ACT. 1961.

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 15-4-1994.

And whereas the apparent consideration set forth in the said Form 37-I and in the agreement dated 14-4-1994 for the transfer of the said property is Rs. 80,00,000/-.

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase by the Central Government of the said property.

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the Schedule appearing below by the said transferor to the said transferee for an apparent consideration of Rs. 80,00,000/-.

This no objection certificate is issued without prejudice to any Income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

Sd/-	Sd/-	Sd/-
(S.C. PRASAD)	(K.A.D.S.[illegible])	(S.M.L. AGARWALA)
Chief Engineer	Commissioner of Income-Tax	Commissioner of Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

SCHEDULE

NOT APPLICABLE

Authorised to issue on behalf of Appropriate Authority, Bombay.

(L. D. DHARIYA)
Deputy Commissioner of Income-tax,
Deputy Commissioner of Income-tax.
Appropriate Authority, Bombay.

Copy to :

1. Transferor(s).
2. Transferee(s).
3. Guard File.
4. The DI (Inv.) Survey Unit - I, Bombay under CIB Code No. 201.
5. The Sub-Registrar of Assurances, Old Customs House, Bombay.

vsn.

20JUL-94
G.S.O.
BOMBAY
SPECIAL ADHESIVE

Indu J. Hedda
Advocate

For Lalbai Vartej Bank (P.U.F.)

Karta

20JUL-94 G.S.O. BOMBAY SPECIAL ADHESIVE

Indu J. Mehta

Assistant

For Lalitai Vaghela (S.D.F.)

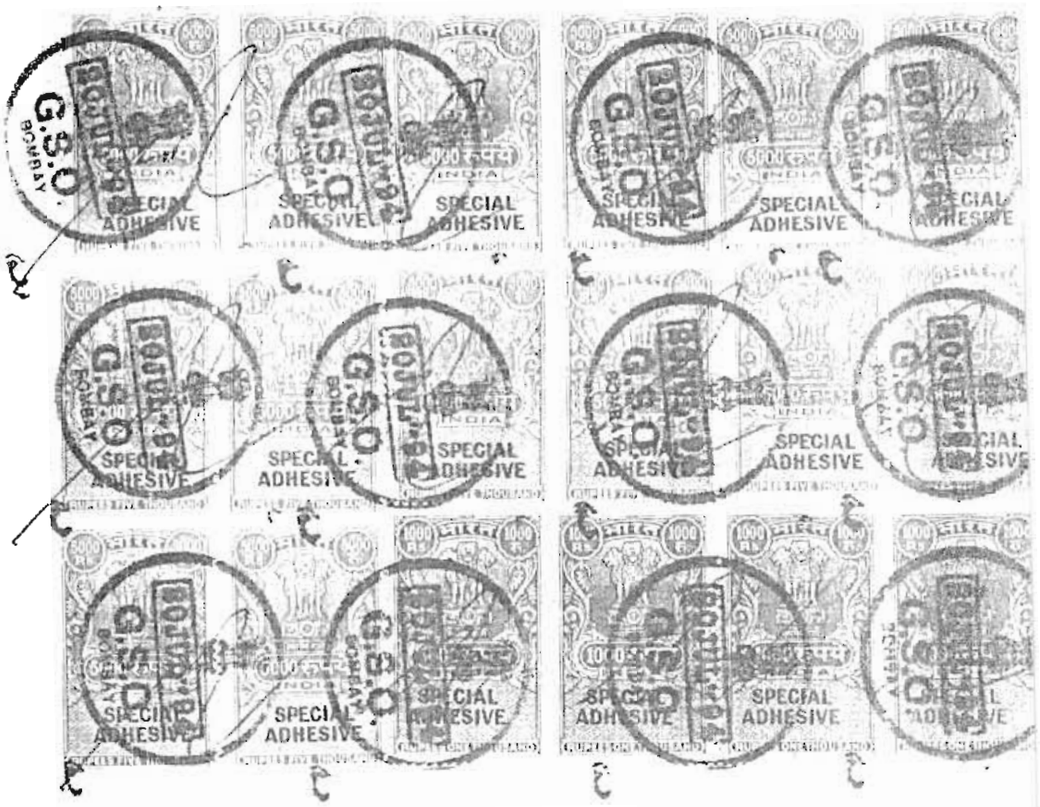
Karta

Indu J. Mehta

Ashit Mehta

For Lalbhai Vadilal Dalal (H.U.F.)

Karta



S A L E D E E D

This SALE DEED made and entered into at Bombay on this 28th day of July'1994, BETWEEN INDU.J.MEHTA & SHRI ASHIT.J.MEHTA Indian Inhabitants of Bombay hereinafter called the 'VENDORS' of the First Part (which expression shall unless it be repugnant to the context or meaning thereof and include their legal heirs, successors, or assigns) AND L.V.DALAL (HUF) & SMT.PADMABEN.L. SHAH (both having equal share) an Indian Inhabitants of Bombay hereinafter called the 'PURCHASERS' of the Second Part (which expression shall unless it be repugnant to the context or meaning thereof shall include their legal heirs, successors or assigns)

For Lalbhai Vadilal Dalal (H.U.F.)

Karta

Indu J. Mehta

Ashit J. Mehta

WHEREAS as per agreement dated 23rd December '1987 between SHRI.PARSHOTTAM HIRALAL SHAH and the Vendor herein, purchased flat no.301 admeasuring approximately 1035sq.ft. built up area on 3rd floor of the building known as Mangal Milan, 17, SharadChandra Chatterji Marg, Santacruz (W), Bombay 400 054 on various terms and conditions mentioned therein (hereinafter referred to as the said Flat).

WHEREAS the Vendor on paying the full amount or amounts require to be paid under the said agreement Shri.Parshottam Hiralal Shah has put Vendor in vacant possession of the said flat and the Vendor continued to be in use, occupation & possession of the said flat.

.... 3

Indu J. Mehta

Ashok Mehta

WHEREAS the Vendor herein is entitled to the benefit of the said agreement dated 23.12.87, the said 5 shares of Rs.50/- each bearing distinctive no.21 to 25 (both inclusive) represented by shares certificate no.5 of the Mangal Milan Co.op Hsg. Society Ltd. (Society) and as such member and as incidental thereto is allotted and is entitled to use, occupation and possession of the said flat no.301 on the third floor of the said building of the society and also to the sinking fund, deposits, reserves etc. call the aforesaid hereinafter for the sake of brevity & covenience are collectively referred to as the said premises.

WHEREAS the Vendor is a member of the Mangal Milan Co.Operative HousingSociety Ltd. a society registered under no. BOM/HSG/H/6650 of 1981 (hereinafter referred to as the said Society) and the Vendor is the owner of 5 shares bearing distinctive nos. 21 to 25 (both inclusive) (hereinafter referred to as the said shares) under the share certificate no.5 issued by the said Society.

AND WHEREAS the Vendor is absolutely seized and possessed of and otherwise well and sufficiently entitled to flat no.301 in the said Society.

AND WHEREAS the Vendor as per Memorandum of Understanding dated 14.4.94 had agreed to sell, transfer and assign to the Purchasers and the Purchasers have agreed to purchase from the Vendor the said 5 shares held by him in the assign all the beneficial rights, title, and interest of the Vendor in the said flat together with the right to use and occupy thereof for the price of Rs.80,00,000/- (Rupees Eighty lakhs Only)

Indu J. Hakim

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in Writing.

NOW THIS SALE DEED WITNESSETHAND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The recitals contained above, form an intergal part of this agreement as if the same were set out and incorporated herein.

2. The Vendor hereby sells, transfers and assigns and the Purchasers hereby purchases and acquire the said Five shares bearing no.21 to 25 (bothinclusive) and all the right, title, and interest of the Vendors in the flat no.301 in the building known as mangal Milan, SharadChandra Chatterji Marg, Santacruz (W), Bombay- 400 054 for the price of Rs.80,00,000/- (Rupees Eighty Lakhs Only).

3. Padmaben.L.Shah have made following payments by cheques drawn on ANZ Grindlays Bank, Linking Road, Santacruz (W) BRANCH BOMBAY 400 054 to the Vendor which doth hereby acknowledges

Date	Cheque no.	Amount (Rs.)
14.04.94	013071	5,00,000/-
13.06.94	079902	15,00,000/-
01.07.94	079904	5,00,000/-
02.07.94	079905	5,00,000/-
		30,00,000/-

Further L.V.Dalal (HUF) has made the following payments to Mrs.Induben Mehta by cheques drawn on ANZ Grindlays Bank, Linking Road, Santacruz (W), Bombay- 400 054.

Date	cheque No.	Amount (Rs.)
14.04.94	644422	5,00,000/-
16.06.94	644431	15,00,000/-
01.07.94	644433	5,00,000/-
02.07.94	644435	5,00,000/-
		30,00,000/-

Indu J. Mehta

Ashit Mehta

a) The Vendors have hereby requested the Purchaser to make the full consideration amount to Mrs.Indu.J.mehta and no payment is made to Ashit.J.Mehta as the full payment of their purchase is made from Mrs.Indu.J.Mehta's account. this arrangement is made just for the sake of Vendor's convenience as per the seperate request letter given to the Purchasers by the Vendors.

4. Vendor had applied to the society of their intention to transfer the same and society as per their letter dated 9.6.94 has issued No Objection Certificate on certain terms and conditions mentioned therein.

5. Approval from the Appropriate Authority under chapter XX-C of the I.Tax Act, 1961 has already been obtained.

6. The Vendor shall hand over vacant and peace ful possession of the said flat no.301 to the Purchasers only upon the full price being received by the Vendor in accordance with this Sale Deed and also all papers, documents including share certificate as mentioned in this Deed.

7. The transfer shall be deemed to have been completed when the Vendor hands over possession of the said flat and all documents mentioned in clause herein against payment of the balance amount of Rs. 20,00,000/- (Rupees Twenty lakhs Only).

8. Against the payment of the balance consideration the Vendor shall also hand over the Purchasers the following :

a) The original share certificate no.5 dated 23.12.87 in respect of the said five shares.

b) The transfer form in duplicate duly filled in and signed by the Transferor and witnessed properly.

Indu J. Mehta

Ashit J. Mehta

c) Application to the society for transfer of shares.

d) Power of Attorney duly executed by them before a Notary Public authorising the nominee of the Transferee inter alia to get the said shares and the said premises and the electric meter etc. transferred to the name of the Transferee.

e) The original Agreement dated 23.12.87.

f) All other papers, documents, receipts, vouchers correspondence, bills etc. in respect of the said premises in possession or power of the Transferor.

g) The NOC and no due certificate from the Society.

h) The certificate under Section 281 or 230A of Income Tax Act, 1961 as the case may be obtained by Transferor.

9. The Vendor hereby covenant with the Purchaser as follows:-

i) that the Vendor is the sole and absolute owner of the said shares and the said flat and no other person or persons has or have any right, tile, interest, proper, claim or demand of any nature whatsoever unto or upon the said flat, either by way of sale, charge, lein, gift, trust, lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the Purchasers.

ii) That the Vendor has not crested any charge or encumbrance of whatsoever nature in respect of the said flat nor are the said shares and the said flat subject matter of any litigation nor are the same or any of them attached in execution of any decree nor has the Vendor created any tenancy or leave and licence or any right in favour of anyone in respect of the said flat.

iii) that the Vendor has duly observed and performed the rules

Indu J. Mehta

and regulations and bye-laws of the said society and has paid uptodate their contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by them in respect of the said premises before handing over the possession and receiving the balance consideration of Rs.20,00,000/- (Rupees Twenty lakhs Only).

iv) that the said flat in the name of the Vendor in the records of the said society.

v) that there are no dues from any person or authority including any government bodies, income tax, wealth tax, gift tax, bank or any other creditors, taxes, levies assessments or any other liabilities of whatsoever nature concerning or connected with the said flat upto the date of the execution thereof.

vi) that the Vendor shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed and signed all such letters, forms, applications, deeds, docuemnts, writings and papers of any for more perfectly securing assuring and effectually transferring the said shares and the said premises unto and to the use of the Purchaser forever.

vii) that the Vendor shall indemnify and keep indemnified the Purchaser from and against all actions, claims, demands, cost, charges and expenses etc. claimed as talling due prior to the date of handing over possession of the said shares and premises.

10. The Purchaser hereby covenant with the Vendor as follows:-

i) that the Purchaser shall on getting possession of the said

Indu J. Mehta

premises regularly pay to the said soceity their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises.

ii) that the Purchasers shall observe and perform and abide by all the rules and regulations and bye-laws of the said soceity from time to time in force.

11. The Stamp duty shall be payable by the Purchasers and any other transfer expenses shall be borne by the Vendor only.

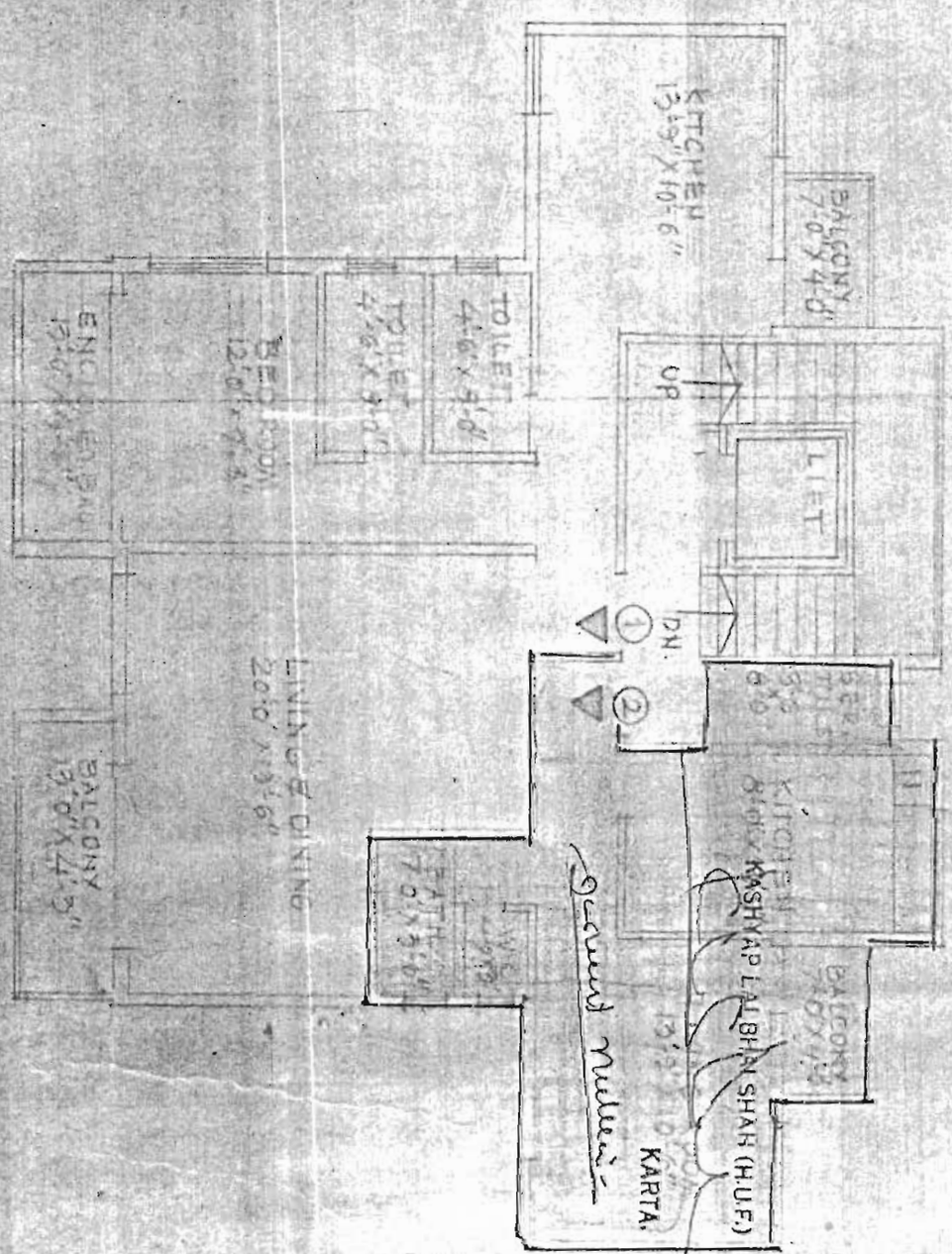
12. This Deed of Sale has been executed in Bombay, the property is situated in Bombay and the payment is to be made in Bombay, and is subject to Bombay juridiction.

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

SIGNED SEALED AND DELIVERED)
by the withinnamed VENDORS) Indu J. Mehta
MRS.INDU.J.MEHTA & SHRI ASHIT.J.)
MEHTA in the presence of .....) Ashit Mehta
1.)
2.) For Lalbhai Vadilal Dalal (H.U.F.)
SIGNED SEALED AND DELIVERED)
by the withinnamed PURCHASERS) Karta
SHRI.L.V.DALAL HUF & SMR.PADMABEN)
L.SHAH in the presence of .....)
1.)
2.)

****

PLAN SHOWING EXISTING FLOOR PLAN FOR 'MANGAL MILAN' CO-OP HSG SOCIETY SANTACRUZ (W)



TYPICAL FLOOR PLAN
NO. OF TENEMENT - 2 NOS PER FLOOR

R E C E I P T

RECEIVED with thanks from Smt.Padmaben.L.Shah, a sum of Rs.5,00,000/- (Rupees Five Lacs Only), by cheque no. 013071 drawn on ANZ Grindlays Bank, Santacruz (W), Branchh as earnest money towards the sale of flat no.301, situated at Mangal Milan, Sharadchandra Chatterji Marg, Santacruz (W), Bombay-400 054.

Bombay

Dated : 14-4-94.

Indu J. Mehta

(INDU.J.MEHTA)

R E C E I P T

RECEIVED with thanks from L.V.Dalal (HUF) , a sum of Rs.5,00,000/- (Rupees Five Lacs Only), by cheque no. 644422 drawn on ANZ Grindlays Bank, Santacruz (W), Branch as earnest money towards the sale of flat no.301, situated at Mangal Milan, Sharadchandra Chatterji Marg, Santacruz (W), Bombay-400 054.

Indu J. Mehta

Bombay

Dated : 14-4-94.

(INDU.J.MEHTA)

From: Mrs. Indu.J.Mehta
I/118, Gujarat Society
Nehru Road, Vile Parle (E)
Bombay- 400 057.

R E C E I P T

RECEIVED with thanks from SMT.PADMABEN.L.SHAH a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) by cheque no. 079902 dated 16-6-94 drawn on ANZ Grindlays Bank, Santacruz (W) Branch as part payment towards the sale of flat no. 301, situated at MangalMilan, 17, SharadChandra Chatterjee Marg, Santacruz (W), Bombay- 400 054 as per the agreement dated 14th day of April, 1994.

I SAY RECEIVED

(INDU.J.MEHTA)

From: Mrs. Indu.J.Mehta
I/118, Gujarat Society
Nehru Road, Vile Parle (E)
Bombay- 400 057.

R E C E I P T

RECEIVED with thanks from LALBHAI.V.DALAL HUF a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) by cheque no. 644431 dated 16-6-94 drawn on ANZ Grindlays Bank, Santacruz (W) Branch as part payment towards the sale of flat no. 301, situated at MangalMilan, 17, SharadChandra Chatterjee Marg, Santacruz (W), Bombay- 400 054 as per the agreement dated 14th day of April, 1994.

I SAY RECEIVED

(INDU.J.MEHTA)

From: Mrs. Indu.J.Mehta
I/118, Gujarat Society
Nehru Road, Vile Parle
Bombay- 400 057.

R E C E I P T

RECEIVED with thanks from LALBHAI DALAL HUF a sum of Rs.5,00,000/- (Rupees Five lakhs Only) by cheque no. 644433 dated 1-7-1994 drawn on ANZ Grindlays Bank, Santacruz (W) Branch as part payment towards the sale of flat no.301, situated at Mangal Milan, 17, Sharad Chandra Chatterjee Marg, Santacruz (W), Bombay-400 054 as per the agreement dated 14th day of April 1994.

I/WE SAY RECEIVED

(INDU.J.MEHTA)

From: Mrs. Indu.J.Mehta
I/118, Gujarat Society
Nehru Road, Vile Parle
Bombay- 400 057.

R E C E I P T

RECEIVED with thanks from SMT.PADMABEN.L.SHAH a sum of Rs.5,00,000/- (Rupees Five lakhs Only) by cheque no. 079904 dated 1-7-1994 drawn on ANZ Grindlays Bank, Santacruz (W) Branch as part payment towards the sale of flat no.301, situated at Mangal Milan, 17, Sharad Chandra Chatterjee Marg, Santacruz (W), Bombay-400 054 as per the agreement dated 14th day of April 1994.

I/WE SAY RECEIVED

(INDU.J.MEHTA)

From: Mrs. Indu.J.Mehta
I/118, Gujarat Society
Nehru Road, Vile Parle
Bombay- 400 057.

R E C E I P T

RECEIVED with thanks from LALBHAI DALAL HUF a sum of Rs.5,00,000/- (Rupees Five lakhs Only) by cheque no. 644435 dated 2-7-1994 drawn on ANZ Grindlays Bank, Santacruz (W) Branch as part payment towards the sale of flat no.301, situated at Mangal Milan, 17, Sharad Chandra Chatterjee Marg, Santacruz (W), Bombay-400 054 as per the agreement dated 14th day of April 1994.

I/WE SAY RECEIVED

(INDU.J.MEHTA)

From: Mrs. Indu.J.Mehta
I/118, Gujarat Society
Nehru Road, Vile Parle
Bombay- 400 057.

R E C E I P T

RECEIVED with thanks from PADMABEN.L.SHAH a sum of Rs.5,00,000/- (Rupees Five lakhs Only) by cheque no. 079905 dated 2-7-1994 drawn on ANZ Grindlays Bank, Santacruz (W) Branch as part payment towards the sale of flat no.301, situated at Mangal Milan, 17, Sharad Chandra Chatterjee Marg, Santacruz (W), Bombay-400 054 as per the agreement dated 14th day of April 1994.

I/WE SAY RECEIVED

(INDU.J.MEHTA)

From: INDU.J.MEHTA
I/118, Gujarat Society
Nehru Road, Vile Parle
(E),Bombay- 400 057.

R E C E I P T

RECEIVED with thnaks from PADMABEN.L.SHAH a sum of Rs. 5,00,000/-(Five lakhs Only) by cheque no. 07998 dt. 21.7.94 drawn on ANZ Grindlays Bank, Santacruz (W),Branch towards sale of flat no.301, on 3rd floor situated at 17, Sharad Chandra Chatterjee Road, Santacruz (W), Bombay- 400 054 in building known as MANGAL MILAN Co.operative Housing Society Ltd.

I SAY RECEIVED

INDU.J.MEHTA

From: INDU.J.MEHTA
I/118, Gujarat Society
Nehru Road,Vile Parle
(E), Bombay- 400 057.

R E C E I P T

RECEIVED with thanks from LALBHAI.V.DALAL HUF a sum of Rs.5,00,000/- (Five Lakhs Only) by cheque no. 644439 dt. 21.7.94 drawn on ANZ Grindlays Bank, Santacruz (W) Branch towards sale of flat no.301, on 3rd floor situated at 17, Sharad Chandra chaterjee Road, Santacruz (W), Bombay- 400 054 in building known as MANGAL MILAN Co. operative Housing Society Ltd.

I SAY RECEIVED

INDU.J.MEHTA

From : Indu.J.Mehta
I/118, Gujarat Soceity
Nehru Road, Vile Parle(E)
Bombay- 400 057.

28-07-94.

R E C E I P T

RECEIVED with thanks from MR.L.V.DALAL HUF a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) being the full payment against the sale of flat no. 301 on 3rd floor in the building known as MANGAL MILAN situated at 17, Sharad Chandra Chaterjee Marg, Santacruz (W) Bombay- 400054 by cheque no.644442 drawn on ANZ Grindlays Bank, Santacruz (W) Branch dated 28-07-94.

I SAY RECEIVED IN FULL

INDU.J.MEHTA.

From : Indu.J.Mehta
I/118, Gujarat Soceity
Nehru Road, Vile Parle(E)
Bombay- 400 057.

06-08-94.

R E C E I P T

RECEIVED with thanks from MRS.PADMABEN.L.SHAH a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) being the full payment against the sale of flat no. 301 on 3rd floor in the building known as MANGAL MILAN situated at 17, Sharad Chandra Chaterjee Marg, Santacruz (W) Bombay- 400 054 by cheque no.079910 drawn on ANZ Grindlays Bank, Santacruz (W) Branch dated 06-08-94.

I SAY RECEIVED IN FULL

INDU.J.MEHTA.

****
BOMBAY DATED THIS 28TH DAY OF JULY 1994
****

BETWEEN

MRS.INDU.J.MEHTA & SHRI ASHIT.J.MEHTA

AND

L.V.DALAL HUF & MRS.PADMABEN.L.SHAH

****

SALE DEED

FOR

FLAT NO.301,MANGAL MILAN,SHARAD CHANDRA

CHATTERJI MARG, SANTACRUZ (W),

BOMBAY- 400 054.

****

HIMANK DESAI & CO.
Chartered Accountants
A-12, Everest, Tardeo Road,
Bombay- 400 034

Tel: (O) 4942655/4945044

301

THE Mangal Milan CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M. C. S. Act, 1960) (Registration No. and Date)

No. 5

Authorised Share Capital Rs. 200,000 Divided into 4000 Shares each of Rs. 50/- only

Member's Register No. 4

THIS IS TO CERTIFY that Shri / ~~Smt.~~ Purshottam Hirachand Shah

of Bombay is the Registered Holder of Shares [5] from No. 21 to 25 of Rupees Two hundred & fifty only [250/-] in THE Mangal Milan CO-OPERATIVE HOUSING SOCIETY LTD. Santacruz (W) Bombay 54 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 31st day of August 1985.

MANGAL MILAN CO-OP. HSG. SOCIETY LTD. BOMBAY

Chairman

Hon. Secretary

P.H. Shah Member of the Committee

P. T. O.

301

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)
23-12-87	1	4	Smt Indu J. Mehta & Master Ashit J. Mehta Secretary Committee member	17
02.12.1994	2	17	Lalbhai Vadilal Dalal H.U.F & Smt. Padmaben L. Shah. (-Arvind Dalal) (-D.C. Aslani)	19

Chairman Hon. Secretary Committee Member

FLAT No. 301

LALBHAI V. DALAL (HUF) & SMT. PADMABEN L. SHAH

THE Mangal Milan CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M. C. S. Act, 1960) (Registration No. and Date)

No. 5

Authorised Share Capital Rs. 200,000 Divided into 4000 Shares each of Rs. 50/- only

Member's Register No. 4

THIS IS TO CERTIFY that Shri / ~~Smt.~~ Purshottam Hirachand Shah

of Bombay is the Registered Holder of Shares [5] from No. 21 to 25 of Rupees Two hundred & fifty only [250/-] in THE Mangal Milan CO-OPERATIVE HOUSING SOCIETY LTD. ~~Santacruz (W) Bombay 54~~ 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 31st day of August 1985.

MANGAL MILAN CO-OP. HSG. SOCIETY LTD. BOMBAY

Chairman

Hon. Secretary

P.H. Shah Member of the Committee

P. T. O.

301

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)
23-12-87	1	4	Smt Indu J. Mehta & Master Ashit J. Mehta Secretary Committee member	17
02.12.1994	2	17	Lalbhai Vadilal Dalal HUF & Smt. Padmaben L. Shah. (Arvind Dalal) (N.C. Astor)	19

Chairman Hon. Secretary Committee Member

'501

5/10/19/30

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)
23-12-87	1	4	Smt Indu J. Mehta & Master Ashit J. Mehta Secretary Committee member	17
02-12-1994	2	17	Lalbhai Vadilal Dalal H.U.F & Smt. Padmaben L. Shah. (Divided / Joint) (D.C. Minor)	19
07/09/2018	14	19	LALBHAI VADILAL DALAL HUF & SHRI KASHYAP LALBHAI SHAH For Manish Milan Co-op Hsg. Soc. Ltd. Chairman/Treasurer/Secretary	30

Chairman Hon. Secretary Committee Member

THE Mangal Milan CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M. C. S. Act, 1960) (Registration No. and Date)

No. 5

Authorised Share Capital Rs. 200,000 Divided into 4000 Shares each of Rs. 50/- only

Member's Register No. 4

THIS IS TO CERTIFY that Shri / ~~Smt.~~ Purshottam Hirachand Shah

of Bombay is the Registered Holder of Shares [5] from No. 21 to 25 of Rupees Two hundred & fifty only [250/-] in THE Mangal Milan CO-OPERATIVE HOUSING SOCIETY LTD. Santacruz (W) Bombay 54 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 31st day of August 1985.

Chairman

Hon. Secretary

P.H. Shah Member of the Committee

P. T. O.

©

आ० क० सू० सी०-88
I. T. N. S-88

प्रलेखों की पावती का फार्म

FORM OF ACKNOWLEDGEMENT OF DOCUMENTS

पुस्तक सं०
Book No. No 14483

क्रम सं०
S. No. AA 162243

.....Appropriate Authority.....
Mittal Court, 'A' Wing,
3rd floor Nariman Point,
Office of the.....Bombay-400021.....

तारीख
Dated 15/4/94 19

आज तारीख ..... 19 ..... को .....
..... के पते पर अनुलग्नकों सहित/रहित प्रेषित
*(1) Form No. 37 I filed in
(2) duplicate, with X-[illegible] copies
(3) of Agreement, ~~N.O.C./L.O.A.~~
श्री ..... से प्राप्त हुए।
Received from Shri Mrs. J. J. Mehta
(i) L. V. Dalal
(ii)
(iii)
with/~~without~~ enclosures addressed to the.....
.....
this day the 19 15/4/94
कार्यालय मुहर
Office Seal
हस्ताक्षर Receiving Clerk
Signature
The Appropriate Authority
पद
(Greater Bombay), Bombay.
Designation

*प्राप्त प्रलेखों का विवरण देना चाहिए।
*Description of the documents received should be given.

प्रभासमूटेक-21 सिविल/85-86-आसमटेक-(सी 96)-3-2-90-50,000 पैड
MGIPTC—21 Civil/85-86—GIPTC—(C-96)—3-2-90—50,000 Pads.

FORM NO. 37-1

(See rule 48 L)

Statement of transfer of immovable property to be furnished to the appropriate authority under section 269 UC.

I/We, Mrs.Indu J.Mehta and Ashit J.Mehta

I/118 Gujarat Society

Nehru Road, Vile Parle(E), Bombay-400 057

(name(s) and address(es) of the transferor(s))

intend to transfer the immovable property located at flat no.301, 3rd Floor, Mangal Milan, Sharadchandra Chatterji Marg, Santacruz(W), Bombay-400 054

to L.V.Dalal HUF & Mrs.Padmaben L.Shah (Equal Co-owner)

101, Mangal Milan, Sharadchandra Chatterji Marg, Santacruz(W),

Bombay-400 054.

(name(s) and address(es) of the transferee(s))

The total apparent consideration for the transfer of the above property is Rs. Eighty lacs

(in words)

(80,00,000). The particulars of the agreement for transfer of the

(in figures)

said property are furnished in the Annexure to this statement.

Verification

In my/our opinion and to the best of my/our knowledge and information, the particulars furnished above and in the Annexure hereto are true and correct.

Transferor (s)	Transferee (s)
1. Indu J. Mehta Indu S.Mehta ~~S/o. D/o.~~ W/o. Jaswant Mehta	1. L.V.Dalal HUF S/o. ~~D/o. W/o.~~ Vadilal
2. Ashit Mehta Ashit Mehta S/o. ~~D/o. W/o.~~ Jaswant Mehta	2. Padmaben Shah ~~S/o. D/o.~~ W/o. Lalbhai
3. S/o. D/o. W/o.	3. S/o. D/o. W/o.

NOTE Any change in the address of the transferor(s) or the transferee(s) should be communicated in writing immediately to the appropriate authority to whom this statement of transfer has been furnished.

ANNEXURE

PARTICULARS OF THE AGREEMENT FOR TRANSFER OF IMMOVABLE PROPERTY

1. Particulars of the transferor(s) :-

(i) Name(s) Mrs.Indu J.Mehta and Mr.Ashit J.Mehta

(ii) Father's name Jaswant Mehta

(iii) Present address(es)

(a) Lane / Street No. with name I/118 Gujarat Society Nehru Road, Vile Parle(E),

(b) Locality Bombay-400 057.

(c) City / Town with PIN CODE

(d) District

(e) State

(f) Telephone No., if any.

(iv) Permanent address(es) Same as above

(a) Lane / Street No. with name

(b) Locality

(c) City / Town with PIN CODE

(d) State

(e) Telephone No., if any.

(v) PAN / Ward / City / District where assessed to income-tax. Indu Mehta BSD(E) 3079-I(3) Ashit Mehta C-I/365-A(1)

2. Particulars of transferee(s) :-

(i) Name(s) L.V.Dalal HUF and Mrs Padmaben Shah (Equal Co-owner)

(ii) Father's name For L.V.Dalal HUF-Vadilal (F) For Padmaben Shah-Lalbhai

(iii) Present address(es)

(a) Lane / Street No. with name 101, Mangal Milan, Sharadchandra Chatterji Marg, Santacruz(W),

(b) Locality Bombay-400 054.

(c) City / Town with PIN CODE

(d) District

(e) Telephone No., if any.

(iv) Permanent address(es)

(a) Lane / Street No. with name. As above

(b) Locality

(c) City / Town with PIN CODE

(d) District

(e) Telephone No., if any

(v) PAN / Ward / City / District where assessed to income-tax. L.V.Dalal HUF -ITO WD.27(6)/698-L Padmaben Shah - ITO WD.27(6)/2063-P

3. Person in occupation of the property sought to be transferred and details thereof :-

(i) Vacant

(ii) .....

(iii) .....

4. Persons interested in the property and in the consideration specifying their shares and basis thereof :-

(i) Mrs. Indu J.Mehta & Mr. Ashit J.Mehta

(ii) ----as owner--

(iii)

5. Mode of acquisition of the property by the transferor :-

(i) Please state whether, the property has been, constructed / purchased / acquired on distribution of assets on the total or partial partition of HUF / under a gift or will / by acquisition, inheritance or devolution / on any distribution of assets on the dissolution of firm, body of individuals or other association of persons / on any distribution of assets on the liquidation of a company / under a transfer to a revocable or irrevocable trust / under any transfer by a shareholder in a scheme of amalgamation : Purchase

(ii) Cost of acquisition of the property by the transferor or by the previous owner if the property has been acquired under other modes mentioned above : Rs. 9,31,500

(iii) Date of acquisition of property by the transferor : 23.12.87.

6. Date of written agreement for transfer of the said property (A copy of the agreement may please be enclosed) 14.4.1994

7. Details of the property sought to be transferred :-

Description, location and other particulars of the property sought to be transferred -

(i) Land : Flat no.301, 3rd floor, Mangal Milan, Sharadchandra Chatterji Marg, Santacruz(w), Bombay-400 054.

(ii). Building(s) :

(iii) Plant and Machinery :

(iv) Furniture and fixture attached :

(v) Other assets.

8. Nature of interest or right proposed to be transferred :

Please indicate whether the property consists of :

(i) ownership, or

(ii) membership of co-operative society, or association of persons, or a company (Please indicate the number of shares and their value), or

(iii) lease, or

(iv) right to possession taken or retained in part performance of a contract of the nature referred to in section 53 A of the Transfer of Property Act, 1882 or any agreement or arrangement of whatever nature.

5 shares bearing distinctive
to 25 (both inclussive) in so
of building known as Mangal M
for residential
no.301, Sharadcha
Chatterji Marg, Santacruz(W),
Bombay-400 054.

9. Particulars of consideration for transfer :-

(i) If the transfer is by sale, please state the consideration as per the agreement for transfer of various assets

(a) Rs.10,00,000 (Rs.5,00,000 by each purchaser) as earnest money

(b) Rs.70,00,000 (Rs.35,00,000 by each purchaser) After 30 days

(c) of receipt of NOC under chapter EX-C of IT Act,1961.

(d)

(e)

(ii) If the transfer is by way of exchange for a thing(s), please state the price that such thing(s) would fetch on sale in the open market on the date of agreement for transfer : N.A.

(iii) If the transfer is by way of exchange for a thing(s) and a sum of money, please state the price that such thing(s) would fetch on sale in the open market on the date of agreement for transfer and such sum of money : N.A.

(iv) If the transfer is by way of lease, please state :

(a) the period of lease :

(b) the amount of premium :

(c) the frequency of premium to be paid : N.A.

(d) if the lease is in consideration of rent only, please state the agreement of the money(s) payable by way of rent; and the amounts for services or things forming part of, or constituting, the rent :

(e) if the lease is for consideration for premium and rent, please state the agreement of the amount of the premium, the rent and the amounts for services, or things forming part of, or constituting, the rent :

(v) If the whole or a part of the consideration for transfer is payable on any date falling after the date of agreement for transfer, please state :-

(a) date of agreements for transfer of the property, 14.4.1994.

(b) date(s) on which consideration is payable, After 30 days from NOC under Chap

(c) discounted value of consideration on the date of agreement for transfer as per Rule 48 I.

(vi) In a case not covered by items (I) to (v) please state the amount of consideration :-

10. Address of the Registrar where the agreement is required to be registered :-

Indu J. Mehta Ashit Mehta

(Indu J.Mehta) (Ashit Mehta) (L.V.Dalal HUF) (Padmaber

Signature Transferor(s) *Signature Transferee(s)*

NOTE : (i) Where the space of furnishing the details in the Form is not adequate, separate sheets may be attached
(ii) The statement in the Annexure can be either in Hindi or in English.

20 Rs.

बीस रुपये

सत्यमेव जयते

भारत

INDIA

TWENTY RUPEES

२०रु.

20Rs

12 APR 1994

[redacted]

L.V. Dalal (H.U.F)

[redacted] Bombay 14

[redacted]

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made and entered into at Bombay on this ....14th.... day of April '1994.,BETWEEN MRS INDU J.MEHTA AND SHRI ASHIT J.METHA both Indian Inhabitant of Bombay hereinafter collectively called the 'VENDORS ' of the first part (Which expression shall unless it be repugnant to the context or meaning thereof shall include their legal heirs, successors,or assigns) AND L.V.DALAL (HUF) AND SMT.PADMABEN SHAH SHAH(both having equal shares) Indian Inhabitant of Bombay hereinafter collectively called the 'PURCHASERS' of the second part(Which expression shall unless it be repugnant to the context or meaning thereof shall include their legal heirs,successors, or assigns)

..2

For Lalbhai Vadilal Dalal (H.U.F.)

Karta

Indu Jaswant Mehta

Ashit Mehta

WHEREAS as per agreement dated 23rd December '1987 between Shri.Purushottam Hiralal Shah and the Vendors herein,purchased flat no.301 admeasuring approximately 1035 sq.ft built area on 3rd floor of the building known as Mangal Milan, Sharadchandra Chatterji Marg,Santacruz (W),Bombay- 400 054.

WHEREAS the Vendors are members of the Mangal Milan Co-operative Housing Society Limited,a society registered under No. Bom/HSG/H/6650 of 1981 (hereinafter referred to as a 'the said Society') and the Vendors are the owners of 5 shares bearing distinctive nos. 21 to 25 (both inclusive) (hereinafter referred to as the said shares) under the Share Certificate No.5 issued by the said Society .

..3

Indu J. Mehta

AND WHEREAS Shri.Ashit Mehta was minor at the time of purchase of said flat and since he has attained majority.

AND WHEREAS the Vendors are absolutely seized and possessed of and otherwise well and sufficiently entitled to flat No.301 in the said Society.

AND WHEREAS the Vendors have agreed to sell ,transfer and assign to the Purchasers and the Purchasers have agreed to purchase from the Vendors the said 5 Shares held by them in the said Society and as incidental thereto to sell , transfer and assign all the beneficial rights,title and interest of the Vendors in the said flat together with the right to use and occupy thereof for the price of Rs.80,00,000/- (Eighty lakhs only)

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this agreement in writing,

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER.

1. The Vendors shall sell,transfer and assign and the Purchasers shall purchase and acquire the said FIVE shares bearing No.21 to 25 (both inclusive) and all the right,title and interest of the Vendors in the flat No.301 in the building known as Mangal Milan,Sharadchandra Chatterji Marg,Santacruz(W),Bombay-54. for the price of Rs.80,00,000/-(Eighty lakhs only) to be paid in the manner specified in clause 3 hereof.

..4

Indu J. Mehta

2. The Vendors shall hand over vacant and peaceful possession of the said flat to the Purchasers only upon the full price being received by the Vendors in accordance with this Memorandum.

3. The Purchasers shall pay to the Vendor Rs.80,00,000/-(Eighty lakhs only) in full consideration of the sale of shares and flat in the following manner.

3.01 A sum of Rs.5,00,000/-(Five lakhs only) has been paid by each of co-purchaser (total amounting to Rs.10,00,000/-) by Cheque as and by way of Earnest Money, the receipt whereof the Vendor doth hereby admit and acknowledge and the Vendor has passed separate receipt acknowledging the receipt of the said amount.

3.02 The balance amount of Rs.70,00,000/-(Seventy lakhs only) shall be payable by the Purchasers to the Vendors after 30 days of obtaining No Objection Certificate from Appropriate Authority as required under chapter XX-C of the I.T.Act, 1961 and the Vendors handing over peaceful and vacant possession to the Purchasers.

4. The Vendors hereby covenant with the Purchaser as follows:-

i) that the Vendors are the sole and absolute owners of the said shares and the said flat and no other person or persons has or have any right, title , interest, proper ,claim or demand of any nature whatsoever unto

Indu J. Mehta

or upon the said flat, either by way of sale,charge, lien, gift, trust, lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the Purchasers ;

ii) that the Vendors have not created any charge or encumbrance of whatsoever nature in respect of the said flat nor are the said shares and the said flat subject matter of any litigation nor are the same or any of them attached in execution of any decree nor has the Vendors created any tenancy or leave and licence or any right in favour of anyone in respect of the said flat.

iii) that the Vendors have duly observed and performed the rules and regulations and bye-laws of the said society and will pay uptodate their contribution of the muncipal taxes, water, electricity and maintenance and other charges and outgoings payable by them in respect of the said premises before handing over the possession and receiving balance consideration of Rs.70,00,000/-

iv) that the Vendors will get the Income-tax Clearance Certificate and approval for sale from the Appropriate Authority by filing form No.37-I

..6

Indu J. Mehta

v) that the Vendors shall whenever required so to do from time to time and at all times hereafter execute and sign or caused to be executed and signed all such letters, forms,applications, deeds, documents, writings and papers, if any ,for more perfectly securing assuring and effectually transferring the said shares and the said flat unto and to the use of the Purchasers forever.

vi) that the Vendors shall idemnify and keep indemnified the Purchasers from and against all actions ,claims demands, cost, charges and expenses ,etc. claimed as failing due prior to the date of handing over possession of the said shares and flat.

5. The Purchasers hereby covenant with the Vendor as follows:-

i) that the Purchasers shall on getting possession of the said premises regularly pay to the said Society theier proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said flat.

ii) that the Purchasers shall observe and perform and abide by all the rules and regulations and bye-laws of the said Society from time to time in force.

6. This Memorandum is subject to the permission of the Appropriate Authority under chapter-XX-C of the Income-tax Act, 1961.

..7

Indu J. Mehta

a) i) In the event that the Appropriate Authority does not exercise its right of purchase , the parties hereto shall act on this Memorandum and the sale shall be completed by the Vendors in favour of the Purchasers upon the Vendors receiving full payment from the Purchasers and at that time final deed of sale be prepared and entered into between both parties.

ii) In the event that notwithstanding the approval of the Appropriate Authority the Purchasers do not pay the full price of the Vendors after 30 days of the receipt of the N.O.C from the Appropriate Authority,the Purchasers may pay the balance amount within a further period of 10 days together with interest there on at the rate of 24% per annum .

b) In the event the Appropriate Authority exercises its right to purchase the property , Purchasers will directly collect Rs.10,00,000 from Approriate Authority and this Memorandum will automatically come to an end.

c) In the event that the Appropriate Authority directs the purchase of the property and the Purchasers wish to take legal action by way of Writ Petition or otherwise,the Purchasers may do so at their own cost only upon paying to the Vendors the entire amount payable under this Memorandum before filing a Writ Petition.

..8

Indu J. Mehta

7. The stamp duty shall be payable by the Purchasers and any other transfer expenses shall be borne by the Vendors & Purchasers equally.

8. The Vendors shall handover to the Purchasers all documents of title including all original agreements in respect of the said flat upon the receipt of the entire amount and upon the completion of the sale.

9. This Memorandum is engrossed in duplicate , one copy each to be kept by the Vendors and the Purchasers.

10. This Memorandum has been executed in Bombay, the property is situated in Bombay and the payment is to be made in Bombay, and is subject to Bombay jurisdiction.

IN WITNESS WHEREFO the parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed VENDORS)
Mrs.Indu J.Mehta and Shri.Ashit)
J.Mehta in the presence of.....)

Indu J. Mehta

Ashit Mehta

For Laibhai Vadilal Dalal (H.U.F.)

Karta

SIGNED SEALED AND DELIVERED)
by the withinnamed PURCHASERS)
L.V.Dalal (HUF) and Smt.Padmaben)
Shah in the presence of.....)

મહેતાજી - ગોરમજી. ૨૧૨

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

मूळ प्रत
ORIGINAL COPY

[अहस्तांतरणीय]
[NOT TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place Bhiwandi

दिनांक/Date 19-7-96

Received from Sat. P. L. Shah

रु./Rs. 17,749-00 (रुपये/Rupees Seventeen thousand seven hundred forty nine only)

on account of Auditing Fee for the year 1995-96 याकरिता मिळाले.

नोंदपाल व हिशेबपाल
Cashier or Accountant

(सही/Signature)
Superintendent of Stamps
(पदनाम/Designation)
Bombay

१९६ /198 च्याकडून

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~~68~~
72
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144

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शा. आ., म. वि., क्र. ९८६१, दि. ३१-८-९५]

ओळखचिन्ह क्रमांक

071

ज्ञापन अनुक्रमांक

प्रपत्राचे वर्णन (१)	प्रपत्रांची संख्या (२)	प्रत्येक प्रपत्रावरील मूल्य (३)		एकूण रक्कम (४)	
		रु.	पसे	रु.	पसे
		1	—	7,49,000	—
				7,49,000	—

Smt. Padmaben L. Shah

.....

याजकडून सभासात लिहिल्याप्रमाणे मुद्रांक शुल्काचे मूल्य म्हणून .... रक्कम मिळाली.

१९९ 20-2-94

लिपिक

रु. 7,49,000/- मिळाले.

रोखपाल

रीतसर मुद्रांकित केलेले दस्तऐवज मिळाले.

प्रापकाची सही.

शामुना-डीए-१००६-अप्रमुकामं-७-९२-१०,००० पु./१०० पाने दोन प्रतीत-पीए ५.