

318/1927

Wednesday, June 10, 2020  
4:13 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2628 दिनांक: 10/06/2020

गावाचे नाव: ताहदेव

दस्तावेजाचा अनुक्रमांक: बबई-1-1927-2020

दस्तावेजाचा प्रकार : सेल डीड

सादर करणाऱ्याचे नाव: मेहुल किरिटकुमार मेहता

नोंदणी फी

रु. 30000.00

रु. 940.00

दस्त हाताळणी फी

पृष्ठांची संख्या: 47

एकूण:

रु. 30940.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
4:32 PM ह्या वेळेस मिळेल.

वाजार मूल्य: रु. 28118000/-

मोबदला रु. 43500000/-

भरलेले मुद्रांक शुल्क : रु. 2175000/-



दुय्यम निबंधक, मुंबई-1

साह दुय्यम निबंधक  
मुंबई शहर क्र. १. ११

1) देयकाचा प्रकार: e-Gillian रकम: रु. 30000/-

डीडी/घनवेशि ओईए क्रमांक: MH001066735202021M दिनांक: 10/06/2020  
वेळेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु 940/-





10/06/2020

सूची क्र.2

दुय्यम निबंधक : दु.नि.मुंबई शहर 1

दस्त क्रमांक : 1927/2020

नोंदणी :

Regn:63m

गावाचे नाव : ताडदेव

(1) विलेखाचा प्रकार ऑग्रीमेंट दू सेल

(2) मोबदला 43500000

(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद कराये) 28118000

(4) भू-मापन, पोटहिस्सा व धरक्रमांक (असल्यास)

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिक: ०: बी 72, माळा नं: नववा मजला, इमारतीचे भाव: मिलन बिल्डिंग बी, न्यू आयडिअल को ऑप ही सोसायटी लिमिटेड, ब्लॉक नं: 87 ताडदेव, रोड नं: मुंबई 400034 ( C.T.S. Number : 371 ; )

(5) क्षेत्रफळ

1) 92.68 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:-डॉक्टर प्रकाश हरगोविंददास मशरू वय:-63; पत्ता:-बी 72, नववा मजला, मिलन बिल्डिंग न्यू आयडिअल को ऑप ही सोसायटी लिमिटेड, 87 ताडदेव, मुंबई, हाजी अली, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400034 पॅन नं:-ABBPM5051D

2): नाव:-सविता हरगोविंददास मशरू (मान्यता देणार) वय:-90; पत्ता:-बी 72, 9 व मजला, मिलन बिल्डिंग न्यू आयडिअल को ऑप ही सोसायटी लिमिटेड, 87 ताडदेव, मुंबई, हाजी अली, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400034 पॅन नं:-ACAPM7009H

3): नाव:-रजनीकांत हरगोविंददास मशरू (मान्यता देणार) वय:-71; पत्ता:-, 8 वीए मजला, यमुना बील्डिंग, खार 14 रोड, खार पश्चिम, वांडा, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400052 पॅन नं:-AADPM3901F

4): नाव:-इसा मनोज सचदे (मान्यता देणार) वय:-59; पत्ता:-, पाल्म व्ह्यू, सांताक्रूझ पश्चिम, सरोजिनी रोड, सांताक्रूझ सेंट्रल, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400054 पॅन नं:-AAACT3957G

5): नाव:-ज्योती उर्फ जिन्त्या . बंधाडिया (मान्यता देणार) वय:-65; पत्ता:-, 2 रा मजला, बी विंग त्रिवेणी बील्डिंग, सांताक्रूझ, मुंबई, सांताक्रूझ सेंट्रल, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400054 पॅन नं:-AGHPK7224R

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:-मेहुल किरीटकुमार मेहता वय:-46; पत्ता:-रूम नं 1, 1 ला मजला, खेतवाडी 4 लेन, गिरगाव मुंबई, एस व्ही पी रोड, अंबेवाडी (मुंबई), MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400004 पॅन नं:-ACJPM9707H

2): नाव:-निशा मेहुल मेहता वय:-45; पत्ता:-प्लॉट नं: रूम नं 1, माळा नं: 1 ला मजला, इमारतीचे नाव: खेतवाडी 4 लेन, ब्लॉक नं: गिरगाव मुंबई, रोड नं: एन व्ही रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400004 पॅन नं:-AIRPM2888D

(9) दस्तऐवज करून दिल्याचा दिनांक

10/06/2020

(10) दस्त नोंदणी केल्याचा दिनांक

10/06/2020

(11) अनुक्रमांक, बंड व पृष्ठ

1927/2020

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

2175000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेर



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाने तपशील दस्तप्रकारानुसार आवश्यक नाही

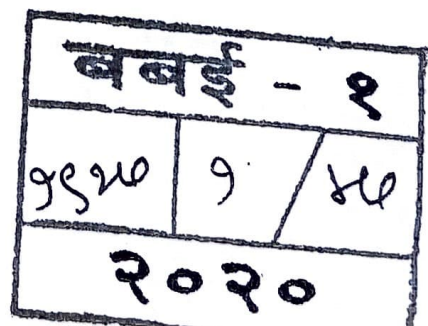
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

VALUATION AS PER READY RECKONER & THE MAHARASHTRA STAMP (Determination of True Market Value of Property) Rules, 1995 for the Year 2020-21

1)	Type of Document	DEED OF TRANSFER			
2)	the Transferor	DR. PRAKASH HARGOVINDDAS MASHRU			
	the CONFIRMING Parties	Mrs. LALITA HARGOVINDDAS MASHRU & Others			
3)	the Transferees	Mr. MEHUL KIRITKUMAR MEHTA & [2] Mrs. NISHA MEHUL MEHTA			
	Property Description	Flat No. B-72 on the 9th Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034			
4)	CS No. & Division, Zone	C.S. No. 371 of Tardeo		8/67	
5)	Depreciation Eligible	Year of Const.	Current Year	No of Yr. old	% of Depreciation eligible
		1969	2020	51	30%
6)	Basic Rate	Land	Residential		
		1,84,700	3,37,400		
	Add: Lift	5%	3,54,270		
	Less: Land Rate				1,84,700
	Balance Structure Rate				1,69,570
	Structure Rate after Depreciation	30%			1,18,699
	Net Chargeable Rate =(Land +Net Structure Rate)				3,03,399
7)	Area	Flat			
	Carpet Area Sq. ft.	831			
	Built Up Area Sq. Feet as per RR	997.20			
	Built Up Area Sq. Meter	92.68			
8)	Consideration	₹ 4,35,00,000.00			
MARKET VALUE OF THE SUBJECT PROPERTY					
9)	Particulars	Area	X Rate	X Multiplication	Market Value Amount (₹)
	Flat	92.68	3,03,399	1.00	2,81,17,982
	Rounded up				₹ 2,81,18,000
10)	Stamp Duty on Market Value				
	Market Value	Article of Schedule I of M. S. /MCGM ACT	Stamp Duty Rate	Amount (₹)	
	4,35,00,000	25(b)	5%	21,75,000	
	Registration Fees				30,000
	Total Stamp Duty, Sur Charge and Registration Fees				22,05,000

*Lilshubde*  
*Dr. Prakash Hargovinddas Mashru*  
*Mr. Mehul Kiritkumar Mehta*  
*Nisha*





**CHALLAN**  
**MTR Form Number-6**



GRN	MH001066735202021M	BARCODE	Date		09/06/2020-13:48:55	Form ID
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)				
		PAN No.(If Applicable)				
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR	Full Name	MEHUL K MEHTA and NISHA MEHUL MEHTA			
Location	MUMBAI	Flat/Block No.	Flat No. B-72 on the 9th Floor MILAN, B Building			
Year	2020-2021 One Time	Premises/Building	C.S. No. 371 of Tardeo , 87 Tardeo Road			
Account Head Details	Amount In Rs.	Road/Street	Mumbai			
0030045501 Stamp Duty	1175000.00	Area/Locality	Town/City/District			
0030063301 Registration Fee	30000.00	PIN	4	0	0	0
		Remarks (If Any)	SecondPartyName=DR PRAKASH HARGOVINDDAS MASHRU-			
		Amount In	Twelve Lakh Five Thousand Rupees Only			
Total	12,05,000.00	Words				
Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	02300042020060939783	006320349		
Cheque/DD No.	Bank Date	RBI Date	09/06/2020-16:32:28	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. : 9820426694  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलान केवल दुरयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलान लागू नाही.

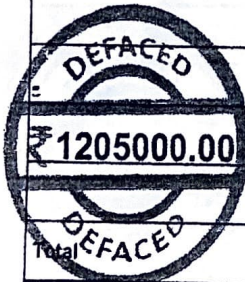
*M.G. Mehta*  
*N.M. Mehta*  
*M. Mehta*  
*Raj...*



**CHALLAN**  
MTR Form Number-6



GRN	MH001066735202021M	BARCODE			Date	09/06/2020-13:48:55	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR			Full Name	MEHUL K MEHTA and NISHA MEHUL MEHTA			
Location	MUMBAI			Flat/Block No.	Flat No. B-72 on the 9th Floor MILAN, B Building			
Year	2020-2021 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	C.S. No. 371 of Tardeo , 87 Tardeo Road			
0030045501	Stamp Duty	1175000.00		Area/Locality	Mumbai			
0030063301	Registration Fee	30000.00		Town/City/District				
				PIN	4	0	0	0
				Remarks (If Any)				
				SecondPartyName=DR PRAKASH HARGOVINDDAS MASHRU-				
				Amount In	Twelve Lakh Five Thousand Rupaes Only			
Total				Words				
				Amount In	12,05,000.00			
				Words				
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA				Bank CIN	Ref. No.	02300042020060939783	201616799757	
Cheque-DD Details				Bank Date	RBI Date	09/06/2020-16:32:27	Not Verified with RBI	
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date		610 , 10/06/2020		



Department ID :  
 NOTE:- This challan is valid only if registered in Sub Registrar office only. Not valid for unregistered document.  
 सदर चलन केवल दुर्यम निरीक्षक कार्यालयी न्यायी कार्याच्या दफ्तारातील लागू आहे. नोंदी नकारावयाच्या दफ्तारातील सदर चलन लागू नाही.



**धर्षण - १**

११२५ ४ / ४०

२०२०

Challan Deface

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-318-1927	10/06/2020-16:13:18	TGR162	30000.00



## AGREEMENT FOR SALE AND TRANSFER

THIS AGREEMENT FOR SALE AND TRANSFER is made and entered into at MUMBAI on this 10<sup>th</sup> day of JUNE, 2020.

### BETWEEN

**DR. PRAKASH HARGOVINDAS MASHRU**, aged 62 years (PAN No. ABBPM5051D and AADHAAR No. 9826 6269 9780) of Mumbai, Indian Inhabitant, residing at Flat No. B-72, 9<sup>th</sup> floor, Milan Bldg, New Ideal Co-op. Hsg. Society Ltd., 87, Tardeo Road, Mumbai-400034, hereinafter called "THE SELLER / TRANSFEROR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the **FIRST PART**;

[1] Mrs. **LALITA HARGOVINDAS MASHRU**, aged 90 years (PAN No. ACAPM7009H, AADHAAR No. 8354 6697 0646 and hereinafter referred to as 'the **Confirming Party No. 1**) of Mumbai, Indian Inhabitant, residing at Flat No. B-72, 9<sup>th</sup> floor, Milan Bldg, New Ideal Co-op. Hsg. Society Ltd., 87, Tardeo Road, Mumbai- [2] **Mr. RAJNIKANT HARGOVINDAS MASHRU**, Aged 72 years PAN No. AADPM3901F AADHAAR No. 5159 3562 7886 and hereinafter referred to as 'the **Confirming Party No. 2**) of Mumbai, Indian Inhabitant, residing at 6<sup>th</sup> Floor, Yamuna Khar 14<sup>th</sup> Road , Khar (West), Mumbai- 400 052 , [3] Mrs. **ILA MANOJ SUCHDE**, aged 59 years (PAN No. ABGPS5721B AADHAAR No. 3703 3210 7830 and hereinafter referred to as 'the **Confirming Party No. 3**) of Mumbai, Indian Inhabitant, residing at Palm View , Sarojini Road, Santacruz(West), Mumbai- 400 054. and [4] Mrs. **JYOTI alias JIGNYA D. KHANDHADIYA**, aged 66 years (PAN No. AGHPK7224R AADHAAR No. 5434 7461 3871 and hereinafter referred to as 'the **Confirming Party No. 4**) of Mumbai, Indian Inhabitant, residing at Triveni Building , B-Wing, 2<sup>nd</sup> Floor, Santacruz (west), Mumbai- 400054., hereinafter collectively referred to as 'THE CONFIRMING PARTIES' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the **SECOND PART**

08.08  
10.08.2020

M. Mashru

Rajnikant

बवई - १



2

AND

[1] Mr. MEHUL KIRITKUMAR MEHTA, aged 45 years (PAN No. ACJPM9707H and AADHAR No. 3009 9776 5216 AND [2] Mrs. NISHA MEHUL MEHTA, aged 45 Years, (PAN No. AIRPM2888D and AADHAR No. 3668 2749 2825.) both of Mumbai, Indian Inhabitant, having address at Sanghvi Sadan (Kapol Niwas), Room No. 1, 1<sup>st</sup> floor, Khetwadi 4<sup>th</sup> lane, S.V.P. Road, Khetwadi, Girgaum, Mumbai-400004, hereinafter called **'THE PURCHASERS / TRANSFEREES'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the **THIRD PART**.

**W H E R E A S :**

(I) One Mr. HARGOVINDDAS K. MASHRU ( Original Purchaser / Allottee) took possession of residential Flat No. 72 on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, admeasuring area 831 sq. ft., (carpet area ) equivalent to 77.20 sq. mtrs., at New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400034, constructed on the land bearing **C. S. No. 371 of Tardeo Division** and lying in the Registration District and Sub-District of Bombay City & Suburban and within the limits of Municipal Corporation of Greater Mumbai (hereinafter referred to as "**SAID FLAT PREMISES**") and by virtue of being Owner / allottee, said HARGOVINDDAS K. MASHRU became member of New Ideal Co-operative Housing Society Ltd., 87, Tardeo Road, Mumbai-400 034 (which is hereinafter referred to as "**the said Society**"), a housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, having its Registration No. Bom / HSG / 880 of 1965 (hereinafter referred to as "**the said Society**") and was allotted five hundred (500) fully paid up ordinary shares of Rs.50/- each having an aggregate value of Rs.25,000/-, bearing distinctive Nos. 37,001 to 37,500 (both inclusive) embodied in share Certificate No. 75 dated 30-6-1968 and thereby became absolutely seized and possessed of and well and sufficiently entitled to the said "Flat premises".


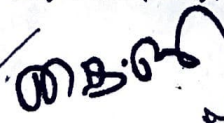
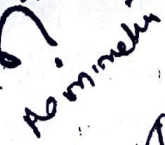
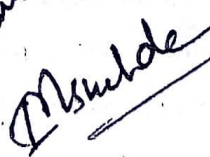
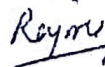
(II) Thereafter on 09/01/2006 Mr. HARGOVINDDAS K. MASHRU expired testate, leaving behind him his last and final Will dated 17/02/2005 and the

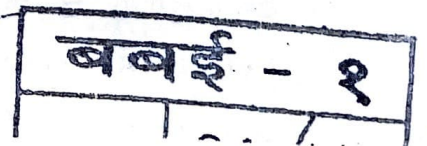
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said deceased at the material point of time was survived by his wife Mrs. Lalita H. Mashru i.e. the Confirming Party No. 1 herein and one elder son Mr. Rajnikant H. Mashru i.e. the Confirming Party No. 2 herein and one younger son Dr. Prakash H. Mashru (i.e. the Seller/Transferor herein) and two married daughters viz. (a) Mrs. Ila Manoj Suchde, i.e. the Confirming Party No. 3 herein (b) Mrs. Jyoti alias Jignya D. Khandhadiya i.e. the Confirming Party No. 4 herein as his surviving heirs and legal representatives AND since the said residential Flat No. 72 on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, admeasuring area 831 sq. ft., (carpet area ) equivalent to 77.20 sq. mtrs. together with the said Shares bearing distinctive Nos. 37,001 to 37,500 (both inclusive) embodied in share Certificate No. 75 dated 30-6-1968 were devolved under the said Will dated 17/02/2005 by Mr. HARGOVINDDAS K. MASHRU to and in favour of the Seller/Transferor; the Seller/Transferor made an Application of transmission of shares to said society for ordinary membership of New Ideal Co-operative Housing society Ltd under Bye law No. 35 and the remaining heirs of the deceased viz. his wife Mrs. Lalita H. Mashru and elder son Mr. Rajnikant H. Mashru, and two married daughters viz. (a) Mrs. Ila Manoj Suchde and Mrs. Jyoti alias Jignya D. Khandhadiya completed all the legal formalities and requirements under appropriate Bye-laws of the society and after taking legal opinion from Advocate in this behalf and relying on the duly Notarized Indemnity Bond-cum-No Objection-Affidavit made by the remaining four surviving heirs viz. [1] Mrs. Lalita H. Mashru, i.e. the Confirming Party No. 1 herein [2] Mr. Rajnikant H. Mashru i.e. the Confirming Party No. 2 herein [3] Mrs. Ila Manoj Suchde i.e. the Confirming Party No. 3 herein and [4] Mrs. Jyoti alias Jignya D. Khandhadiya i.e. the Confirming Party No. 4 herein for voluntarily releasing, relinquishing their respective shares, rights, claim and privileges in favour of Dr. Prakash H. Mashru (i.e. the Seller/Transferor herein) in accordance with the said Last and Final Will dated 17/02/2005 of Mr. HARGOVINDDAS K. MASHRU in respect of the said Flat Premises and said shares and affirming their No Objection of whatsoever nature in favour of Dr. Prakash H. Mashru to sell and / or transfer the said Flat premises and said Shares to any third party, the said New Ideal Co-op. Housing Society Ltd have





transmitted said flat premises No. B-72 and said Shares in the sole name of Prakash H. Mashru. in its records vide Transfer No. 3 dated 14-8-2006;

(III) The Purchasers/Transferees have heretofore caused to be conducted due diligence in respect of marketability of the title of the said Flat Premises and the said Shares and found the same as clear and marketable.

(IV) The Seller / Transferor has represented to the Purchasers / Transferees that since 09/01/2006 the Seller /Transferor is the sole and absolute owner and is and has been in exclusive and uninterrupted use, occupation, possession and enjoyment of said Flat No.B-72.

(V) The Seller/Transferor has further represented to the Purchasers/ Transferees that there is no mortgage or charge or claim of any nature whatsoever over or in respect of the said Shares or the said Flat No. B-72 AND the Seller/Transferor has heretofore not entered into any agreement or arrangement (either oral or written) of any nature concerning or alienating or otherwise adversely affecting the said Shares or the said Flat No. B-72 other than these presents and furthermore that the Seller/Transferor has not received any notice of attachment, seizure or acquisition from any court of law or Government or semi-Government Authorities and that Seller/Transferor being the sole, absolute and exclusive owner of said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034, and is sole holder of the said 500 shares is fully and lawfully entitled to sell and transfer the said five hundred shares and the said Flat No. B-72 along with all his rights, title, interest, benefits of all the amounts, profits, share capital, sinking fund, deposits and/or advances paid by Seller / Transferor in respect of said Flat premises and the membership of the said society held by the Seller / Transferor and shall after having received the entire consideration agreed to handover occupation and possession thereof on 15/06/2020 to the Purchasers/ Transferees with the intent that the Purchasers/Transferees shall receive clean, clear, free and marketable title of

*Prakash H. Mashru*

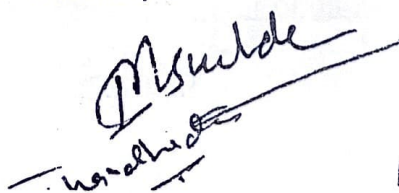
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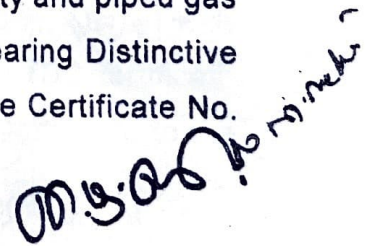
said Flat No.B-72 and said Shares free from any encumbrances and liabilities whatsoever.

(VI) The Seller/Transferor has with the confirmation of the Confirming Parties agreed to sell and transfer in favour of the Purchasers/Transferees all his rights, title, interest and benefits in or attached to the said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 (as described more particularly in the Schedule written hereunder) and has also agreed to sell and transfer said 500 shares as well as in respect to said membership in the said Society, at the mutually agreed sale consideration amount of Rs. 4,35,00,000/-(Rupees Four Crore Thirty five Lakh Only) including the electricity and piped gas connection with the deposits thereof and the Purchasers / Transferees have agreed to purchase and acquire the said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 as well as said 500 shares from the Seller / Transferor at the mutually agreed sale consideration amount of Rs. 4,35,00,000/-(Rupees Four Crore Thirty five Lakh Only) and on the mutually agreed terms and conditions hereinafter appearing.

(VII) Before the execution of this Agreement, the Purchasers/Transferees have paid part-sale consideration amount of Rs. 41,73,750/- (Rupees Forty-one lakhs seventy three thousand seven hundred and fifty only) to Seller / Transferor towards part-payment for sale and transfer of said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 for transfer of their membership in the said Society as well as all his rights, title and interest in the said Society (including in the sinking fund and the deposits) together with the electricity and piped gas connection in the said Flat along with five hundred Shares bearing Distinctive Nos. 37,001 to 37,500. (both inclusive) embodied in the Share Certificate No.

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75 of New Ideal Co-operative Housing society Ltd., as per particulars mentioned hereinafter, the receipt of part-sale consideration amount whereof the Seller/Transferor doth hereby admit, accept and acknowledge the receipt of part-sale consideration amount of Rs. 45,00,000/- (Rupees Forty-five Lakh Only) received from all the Purchasers / Transferees. The seller has paid back Rs.3,26,250/- for the payment of TDS payment via NEFT - UTR no. BKIDN20161797434 dated 09/06/2020. Hence the net Amount aggregating to Rs. 4173750/- (Rupees Forty-one Lakh seventy three thousand seven hundred and fifty Only)

(VIII) The Purchasers/Transferees are availing home loan of Rs. 3,90,00,000/- ( Rupees Three Crores Ninety Lakhs Only) from financial institution called PNB Housing Finance Ltd., Unit No. 203, 2<sup>nd</sup> floor, Western Edge, I, Near Western Express Highway, Magathane, Borivali (East), Mumbai 400 066 for purchase of said Flat No. B-72 and hence, the entire balance agreed consideration amount of Rs. 3,90,00,000/- ( Rupees Three Crores Ninety Lakhs Only) is being paid against the execution hereof vide Banker's Cheque/Pay Order

PAYORDER NO	DATE	AMOUNT
004163	18-3-2020	Rs.40,00,000/-
004164	18-3-2020	Rs.40,00,000/-
004165	18-3-2020	Rs.40,00,000/-
004166	18-3-2020	Rs.40,00,000/-
004167	18-3-2020	Rs.40,00,000/-
004168	18-3-2020	Rs.40,00,000/-



004169	18-3-2020	Rs.40,00,000/-
0004170	18-3-2020	Rs.30,00,000/-
004171	18-3-2020	Rs.40,00,000/-
004172	18-3-2020	Rs.40,00,000/-

drawn on PUNJAB NATIONAL BANK, New Delhi Branch by Purchasers/ Transferees through their lending Financial Institution to the Seller/Transferor herein.

(IX) Against the receipt of the balance and remaining consideration of Rs. 3,90,00,000/- (Rupees Three Crore Ninety Lakh Only) by Banker's cheque/Pay Order from the lending Financial Institution of the Purchasers/Transferees, the Seller/Transferor agrees and undertakes to attend personally Sub-Registrar office to complete the formalities required for registration hereof on mutually agreed date appointed in respect thereof and before the Sub-Registrar of Assurances of concerned office admit the execution thereof as and when requested in that behalf sufficiently in advance by the Purchasers / Transferees.

(X) The Seller/Transferor is aware that the sale of said Flat No. B-72 is subject to deduction of Income-tax at source (the "TDS") as provided under section 194-A of the Income tax Act, 1961 as amended by the Finance Act, 2013 (as amended upto date). The Purchasers/Transferees will on behalf of Seller/Transferor pay/deposit 0.75% out of the total consideration amount i.e. Rs. 3,26,250/- (Rupees Three Lakh Twenty six Thousand Two Hundred and fifty Only) as and by way of Income-tax deducted amount of Rs. 3,26,250/- (Rupees Three Lakh Twenty six Thousand Two Hundred and fifty Only) with Income-tax Department and Purchasers/Transferees will obtain TDS certificate from Income tax department and will handover original TDS Certificate to the

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Seller/Transferor. It is agreed between both the parties that said Income-tax deducted/paid amount of Rs. 3,26,250/- (Rupees Three Lakh Twenty six Thousand Two Hundred and fifty Only) by the Purchasers / Transferees to the Income tax department shall be reimbursed by the Seller/Transferor to the Purchasers/Transferees against the production of original challan of TDS paid. The Seller/Transferor doth hereby admit and acknowledge at the foot of these presents and forever acquit, release and discharge the Purchasers/Transferees in respect thereof.

(XI) The said New Ideal Co-operative Housing Society Ltd. have given its permission for the said transfer/sale vide its letter dated 9 /3 / 2020 copy whereof is annexed hereto and marked as "Annexure I".

(XII) Advocate Shri C.V. GOLWALA for the Purchasers/Transferees has vide his letter dated 05/02/2020 certified that he has not received any oral/written claim or demand in response to the Public Notice inserted by him on 20/1/2020 in two local daily newspapers viz. NAVA-KAAL & FREE PRESS JOURNA inviting claims from the public at large in respect of the said Flat and the said Shares. Hereto annexed and marked as 'Annexure II. Is the true and accurate copy of the said letter dated 5/2/2020 issued by the said Advocate of the Purchasers/Transferees;

(XIII) Heretofore the Purchasers/Transferees have conducted independent due diligence and have not found any adverse remark or anything which would have made them change their decision and deterred them from entering into these presents;

(XIV) Having satisfied with the title of the Seller/Transferor to the said Flat and the said Shares, the Purchasers/Transferees have entered into these presents;

(XV) ( Both the Parties are desirous of recording and reducing in writing the said agreed terms and conditions and hence these presents.



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*Shri C.V. Golwala*

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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. Both the parties to this Agreement have agreed, recorded and declared that the recitals contained hereinabove shall form an integral part of this Agreement as if the same are set out and reproduced and incorporated herein.
2. Against the receipt of the mutually agreed total and lump sum consideration of Rs. 4,35,00,000/- (Rupees Four Crore Thirty-five Lakh Only) the Seller/Transferor has with the confirmation of the Confirming Parties agreed to sell, transfer, convey and assign to the Purchasers/Transferees all their rights, title, interest and benefits in respect of said ownership residential Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034, more particularly described in the Schedule of property written hereunder together with the electricity and piped gas connection in the said Flat along with five hundred Shares bearing Distinctive Nos. 37,001 to 37,500. (both inclusive) under the Share Certificate No. 75 of New Ideal Co-operative Housing society Ltd., along with his membership in the said Society as well as all his rights title and interest in the said Society (including in the sinking fund and all deposits) for the total and lump-sum agreed sale price or consideration amount of Rs. 4,35,00,000/- (Rupees Four Crores Thirty-five Lakhs Only).
3. Prior to the execution of this Agreement for Sale the Purchasers/ Transferees have paid part-sale consideration vide two cheques [i] bearing No. 000065 dated 05/01/2020 drawn on HDFC Bank, Byculla Branch, Mumbai 400 010 for Rs. 20,00,000/- (Rupees Twenty Lakhs Only) and [ii] bearing No. 000068 dated 14/01/2020 drawn on HDFC Bank, Byculla Branch, Mumbai 400 010 for Rs. 25,00,000/- (Rupees Twenty-five Lakhs Only) from which The seller has paid back Rs.326350/- for the payment of TDS payment via NEFT – UTR no. BKIDN20161797434

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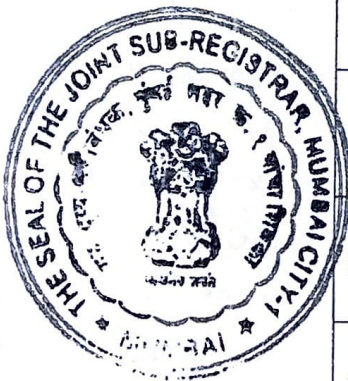
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dated 09/06/2020. aggregating to Rs. 4173750/- (Rupees Forty-one Lakh seventy three thousand seven hundred and fifty Only) to the Seller/Transferor being the part- payment towards the said agreed price or consideration for the sale and transfer of the said ownership residential Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 AND along with his membership in the said Society as well as all his rights, title and interest in the said Society (including in the sinking fund and the deposits) together with the electricity and piped gas connection in the said Flat along with five hundred Shares bearing Distinctive Nos. 37,001 to 37,500. (both inclusive) under the Share Certificate No. 75 of New Ideal Co-operative Housing society Ltd. On 9[the payment and receipt whereof the Seller/Transferor doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchasers/Transferees forever]

4. The Purchasers / Transferees have caused to be paid through the said Financial Institution the balance agreed amount of sale consideration of Rs. 3,90,00,000/- (Rupees Three Crore Ninety Lakhs Only) to the Seller / Transferor by way of Banker's Cheque / Bank Pay Order

PAYORDER NO	DATE	AMOUNT
004163	18-3-2020	Rs.40,00,000/-
004164	18-3-2020	Rs.40,00,000/-
004165	18-3-2020	Rs.40,00,000/-



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004166	18-3-2020	Rs.40,00,000/-
004167	18-3-2020	Rs.40,00,000/-
004168	18-3-2020	Rs.40,00,000/-
004169	18-3-2020	Rs.40,00,000/-
004170	18-3-2020	Rs.30,00,000/-
004171	18-3-2020	Rs.40,00,000/-
004172	18-3-2020	Rs.40,00,000/-

drawn on PUNJAB NATIONAL Bank, New Delhi Branch against the execution and registration of this Agreement for Sale by borrowing the said amount by way of home loan from the Financial Institution viz. PNB Housing Finance Ltd. situated at Unit No. 203, 2<sup>nd</sup> floor, Western Edge, I, Near Western Express Highway, Magathane, Borivali (East), Mumbai 400 066 and the Seller / Transferor has after having received the entire mutually agreed consideration agreed to handover on 15/06/2020 vacant and physical possession of the said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 and set of prescribed Transfer Forms to the Purchasers / Transferees herein and all original documents of title.

5. That in consideration of the receipt of said agreed total and lump-sum consideration amount of Rs. 4,35,00,000/- (Rupees Four Crores Thirty-five Lakhs Only) from the Purchasers/Transferees, the Seller/Transferor doth

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hereby with the confirmation of the Confirming Parties sell, transfer, convey and assign absolutely and forever to the Purchasers/Transferees all his rights, title and interest and claim in respect of his ownership residential Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034, more particularly described in the Schedule of property written hereunder together with the electricity and piped gas connection in the said Flat along with the said five hundred Shares bearing Distinctive Nos. 37,001 to 37,500. (both inclusive) under the Share Certificate No. 75 of New Ideal Co-operative Housing society Ltd., along with his membership in the said Society as well as all his rights title and interest in the said Society and the said five hundred shares together with all his rights, title, interest, privileges held, enjoyed with or appurtenant thereto and reputed or known so to be and the Purchasers/Transferees shall have absolute ownership rights, title and interest including the absolute ownership, occupancy and possession rights in the said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034. It is agreed by Purchasers / Transferees that only on realization of entire agreed sale consideration of Rs. 4,35,00,000/- (Rupees Four Crores Thirty-five Lakhs Only) duly credited in the bank account of Seller/Transferor from the Purchasers/Transferees, the Seller/Transferor has agreed and undertaken to hand over on 15/06/2020 to the Purchasers/Transferees vacant, peaceful, physical, judicial, legal possession of Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 and have also agreed to sign society transfer papers only upon receipt and realization of entire consideration of Rs. 4,35,00,000/- (Rupees Four Crores Thirty-five Lakhs Only).

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6. The Seller/Transferor doth hereby agree and declare that all his rights, title, and interest in the said five hundred shares as well as in the said Flat No. B-72 and everything appurtenant thereto are free from all encumbrances and liabilities of whatsoever nature and the Seller/Transferor doth agree and undertake that HE, the Seller / Transferor, shall at all times keep the Purchasers/Transferees saved and harmless and indemnified against all such claims, demands, proceedings, costs, and expenses of whatsoever nature concerning or affecting the said five hundred shares or the said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 PROVIDED the claimant has asserted his/her/their/its claim under the Seller/Transferor or the said Hargovinddas K. Mashru or any of his heirs but not otherwise.
7. The Seller/Transferor also declares that no other person, body or organization or entity has any right, title or interest in the said shares or the said Flat and that the Seller / Transferor **is/was** fully entitled to sale/transfer the said Flat No.B-72 and said Shares to the Purchasers / Transferees under this Agreement.
8. Against the receipt of the entire consideration, the Seller/Transferor doth hereby undertake to the Purchasers / Transferees as follows:-
- i. To execute at the costs and expenses of Purchasers/Transferees all the requisite share transfer papers / letters / forms etc. for resigning from the membership of the said Society and enable the Purchasers / Transferees to become members of the said Society in his place as well as transfer the said Flat No. B-72 along with everything appurtenant thereto or reputed to be appurtenant thereto to the exclusive names of the Purchasers / Transferees and to sign and execute such other or further documents in order to give full effect to these covenants as may be necessary under law and/or the bye laws or rules of the said Society.
  - ii. To sign and execute such transfer forms/application as are necessary to move BEST to have the electricity meter and to sign



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and execute such transfer forms/applications as are necessary to move Mahanagar Gas Ltd., to have the piped gas meter along with the deposit amount which is installed at Flat No. B-72 and to be transferred and assigned in the exclusive names of the Purchasers / Transferees.

- iii. To appear before the concerned Sub Registrar of Assurances at the appointed time, date and place to admit execution of these presents lodged by the Purchasers/Transferees at the costs and expenses of Purchasers/Transferees for registration and to attend personally to admit execution thereof immediately upon its execution by the Parties.
  - iv. The Seller/Transferor and the Confirming Parties do and each of them doth hereby irrevocably declare and confirm and undertake that after the receipt and realization of entire mutually agreed total and lump-sum sale consideration amount of Rs. 4,35,00,000/- (Rupees Four Crores Thirty-five Lakhs Only) from the Purchasers / Transferees and their Financial Institution, the Seller/Transferor or the Confirming Parties or their respective legal heirs/successors will not be entitled to revoke or cancel this Agreement for Sale under any circumstances.
9. The Transfer charges payable to the said Society for the transfer of said Shares and said Flat No. B-72 will be borne equally by the Seller/Transferor and the Purchasers/Transferees in equal one-half proportion. However, the stamp duty, the registration charges and incidental charges including any deficit in the stamp duty charges, penalty, interest and all other demands which may be raised in respect of this Agreement will be borne and paid by the Purchasers/Transferees alone.
  10. The Society maintenance charges due and payable for the period till 30/06/2020 will be borne and paid by the Seller/Transferor and such charges falling due for the period thereafter will be borne and paid by the

Purchasers/Transferees. The Seller/Transferor has, however, assured the Purchasers/Transferees that he has paid all such dues of the said Society up to date as for which the demands from time to time were heretofore raised by the Society to the Seller/Transferor and that there is no unpaid demand. It is clarified that the Purchasers/Transferees shall be liable to bear and pay each and every demand that may be hereafter raised by the Society and/or MCGM.

11. On completion of this Sale transaction and only upon receipt and realization by the Seller/Transferor of the entire agreed sale consideration of Rs. 4,35,00,000/- (Rupees Four Crore Thirty-five Lakh Only) in his bank account from the Purchasers/Transferees or their lending Financial Institution (as the case may be), the incidence of ownership as well as right, title, interest and possession of the said Flat and the said Shares shall vest in the Purchasers/Transferees and in happening of the said event, the Seller/Transferor hereby undertakes to handover to the Purchasers/Transferees vacant, peaceful, physical, judicial, legal possession of the said Flat on 15/06/2020 without any delay.
  
12. The Seller/Transferor doth hereby agree and declare that after having received the entire said agreed consideration amount of Rs.4,35,00,000/- (Rupees Four Crores Thirty-five Lakhs Only) from the Purchasers/Transferees, the Seller/Transferor will have no right, title and interest in the said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 and the Purchasers / Transferees shall have absolute and exclusive rights, title, interest and entitlement over the said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034, said five hundred shares, said membership as well as the said deposits and shall have all the rights to have and to hold the same and enjoy all the fruits and benefits thereof as absolute owners thereof or otherwise free from interruption and

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interferences from the Seller/Transferor or from any other person or persons claiming through or under the Seller/ Transferor.

13. Only after the receipt and realization of the entire consideration, the Seller/Transferor hereby undertakes and declares that any nomination/s or any other instructions given to the said Society with regard to the said five hundred shares or the said membership and the said Flat No. B-72 which is/are not in conformity with these presents and which may have been made by the Seller/Transferor or his attorney prior to the execution of this Agreement for Sale in favour of any persons or body, other than the Purchasers/Transferees herein shall hereafter to be deemed to be inoperative, cancelled, withdrawn and null and void.
14. The Seller/Transferor hereby declares that there are no prohibitory orders by any Government and/or local Authority or Court injunction or stay order by any Court of law restraining him from selling and/or handing over and/or transferring the said five hundred shares or the said Flat No. B-72 to the Purchasers/Transferees.
15. The Seller/Transferor declares that he is aware that relying upon his declarations, assurance and representations contained in this Agreement for Sale and made by him, the Purchasers/Transferees herein have acquired/purchased the said five hundred shares and the said Flat No. B-72 along with all the said rights attached thereto and agreed to pay entire sale consideration amount of Rs. 4,35,00,000/- (Rupees Four Crores Thirty-five Lakh Only) to the Seller/Transferor.
16. The Seller/Transferor has on receipt and realization of entire sale consideration amount of Rs. 4,35,00,000/- (Rupees Four Crore Thirty-five Lakh Only) from the Purchasers/Transferees agreed to hand over to the Purchasers/Transferees all the original documents of title in respect of their said Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034

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as well as in respect of his membership in the said Society as per the list mentioned herein below:-

- (a) Original Shares Certificate No. 75 of New Ideal Co-op. Hsg. Society;
  - (b) Copies of Documents in respect of transmission of shares and said Flat No. B/ 72 duly signed by legal heirs of Shri Hargovinddas K. Mashru in favour of Seller/Transferor;
  - (c) No dues certificate from New Ideal Co-op. Hsg. Society Ltd.
  - (d) Possession Letter recording physical handover possession on 15 /06/2020 of said flat duly signed by the Seller / Transfer.
17. The Seller/Transferor has hereby declared and assured Transferees that other than the original documents mentioned above, he does not have (and never had) any other document of title in relation to the said membership and/or the said Flat.
18. The Purchasers/Transferees hereby agree and confirm that they after having paid the entire sale consideration, the Seller/Transferor shall against the receipt thereof handover to the Purchasers/Transferees following documents as per the list mentioned herein below:-
- (a) Transfer Application for transfer of said five hundred shares as well as all other requisite Society share transfer forms/papers including for resigning as members of the said Society duly, signed by Seller/Transferor.
  - (b) Last Bill and Receipt of the Society maintenance charges of Flat No. B-72 Milan Bldg., New Ideal Co-operative Housing Society Ltd.
  - (c) Latest electricity bill and Gas bill (duly paid) along with the transfer form/s and the related papers duly executed.

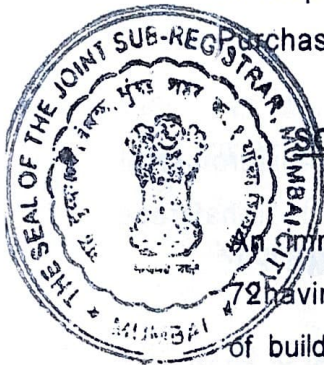


Rajou

Mashru

M.B. B.  
M. M. M.


19. The Seller/Transferor doth hereby agree and undertake that Purchasers/Transferees shall not be called upon/shall not be demanded to make additional payment of any other amount of money other than what have been expressly agreed upon as total and lumpsum consideration with the Purchasers/Transferees by virtue of these presents.
20. The Confirming Parties do and each of them doth hereby confirm all these aforesaid. They further confirm that the Seller/Transferor is the only person entitled to receive and appropriate whole of the sale consideration payable under these presents and they have no objection if the entire sale consideration is paid to the Seller/Transferor and the Confirming Parties have joined these presents only for the purpose of conferring better title in respect of the said Flat No. B-72 and the said Shares to the Purchasers/Transferees.



**SCHEDULE OF FLAT PREMISES REFERRED ABOVE**

Immoveable property, namely ownership residential Flat No. B-72 having an area admeasuring about 831 sq. ft. (carpet) on the 9<sup>th</sup> Floor of building known as "MILAN", "B"-Bldg, New Ideal Co-operative Housing Society Ltd., situated at 87, Tardeo Road, Mumbai-400 034 constructed on the property bearing **C. S. No. 371 of Tardeo Division** and in the Registration District and Sub-District of Bombay City & Suburban and within the limits of Municipal Corporation of Greater Mumbai and assessed by the Assessor and Collector of Municipal Rates and Taxes under " D"-Ward. The said Milan, "B" Bldg comprising ground plus nine floors and was constructed in the year 1969 AND 500 shares of Rs.50/- each having an aggregate value of Rs.25,000/-, bearing Nos. 37,001 to 37,500 (both inclusive) vide the Share Certificate No. 75 issued by New Ideal Co-operative Housing society Ltd., 87, Tardeo Road, Mumbai-400034.

**IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands in the manner hereinafter mentioned on the day and the year first hereinabove written.**

*Johnalade* 



SIGNED AND DELIVERED by ]

Within named "THE SELLER / TRANSFEROR" ]

DR. PRAKASH HARGOVINDDAS MASHRU ]

In the presence of..... ]

WITNESSES : ]

(1) V.P. Shri R. Muni *V.P. Shri R. Muni* ]

(2) ASHISH P DESAI *Ashish P Desai* ]

*Prakash*



*श्री. ए. पी. देसाय*

SIGNED AND DELIVERED by

Within named "THE CONFIRMING PARTIES" ]

[1] Mrs. LALITA HARGOVINDDAS MASHRU, ]



[2] Mr. RAJNIKANT HARGOVINDDAS MASHRU, ]

*Rajnikant*



[3] Mrs. ILA MANOJ SUCHDE, and ]

*Manojde*



**बवई - १**