

State Plot Code No. 422/401 and admeasuring 829 square feet carpet area (i.e. equal to 77.03 sq meters or thereabout (herein after referred to as the said Flat No. A/19 and is also the member of Padmaswari Co-operative Society Limited registered Under No NSR/NSK/HSG/TD/1638/1089 dated 20th February, 1989 (hereinafter for brevity's sake referred to as the said Society) and is holding five shares of Rs. 50/- each bearing distinctive Nos. 161 to 165 comprised in Share Certificate No. 33 (hereinafter for brevity's sake referred to as the said Five Shares).



AND WHEREAS in the circumstances herein above the Transferor is absolutely entitled to and is in exclusive use, occupation, possession and enjoyment of the said Flat No. A/19 and has paid till the date hereof all the maintenance charges and other outgoings in respect of the said Flat No. A/19 to the said society



AND WHEREAS the Transferor represents that the said Flat No. A/19 together with the said five shares and all other incidental share, right, title and interest of the Transferor in the said Society is free from all encumbrances, mortgages, litigations and attachment and that no agreement of any nature whatsoever is entered into by her or any person or persons in her behalf for sale or otherwise in respect of the said Flat No. A/19 and the said five shares

AND WHEREAS the Transferor has agreed to transfer to the Transferee the said five shares together with the said Flat No. A/19 and all other incidental share, right, title and interest in the said society including the occupancy rights thereof free from all encumbrances, litigations, liabilities and with marketable title at or for the price of Rs. 4,00,000/- (Rupees Four Lakhs only) (inclusive of the value of five shares and the amount of deposits including sinking fund etc.) if any and upon certain terms and conditions to which the Transferee has agreed to as hereinafter appearing:

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

1. The Transferor hereby agrees to transfer unto the Transferee and the Transferee agrees to acquire and purchase from the Transferor the said five shares of Rs. 50/- each held by her in the society bearing Nos. 161 to 165 comprised in Share Certificate No. 33 together with the said Flat No. A/19 on the First Floor of the building known as

502/19/1638/1089

five shares from any person or persons or against any outstanding dues and taxes thereof and no otherwise.

AND I make this declaration-with-indemnity on solemn affirmations stating the above as true facts.

Solemnly affirmed and declared)

At Mumbai the withinnamed)

Smt. Dhanyashri Dhanaji Chheda)

this 23rd day of February, 2001)

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BEFORE ME

23/2/2001

V. S. JOSE
NOTARY
GREATER MUMBAI

9 Rose-Terrace
Suhask-Road,
Vile Parle (E),
Mumbai-400 057



Padmavati Co-operative Housing Society Limited located at Hai Gudi Road, Near S.D.C. Colony, Lam Road, Deolali Camp, District Nashik, Maharashtra State, Pin Code No. 422 401 and measuring 929 square feet carpet area i.e. equal to 77.05 sq. meters in thereabout (herein after referred to as the said Flat No. A/19) and all other incidental right, title and interest in the said society including the occupancy rights thereof free from all encumbrances, liabilities, litigations and with marketable title at or for the lump sum



of Rs. 4,00,000/- (Rupees Four Lakh only) to paid by the Transferee to the Transferor as follows i.e. to say

Sum of Rs. 4,00,000/- (Rupees Four Lakh only) to be paid by the Transferee to the Transferor on or before execution of these agreement being the full and final consideration (the payment and receipt whereof the Transferor doth hereby admit and acknowledge).

2. On execution of these agreement the Transferor shall hand over vacant and peaceful possession of the said Flat No. A/19 to the Transferee free from all encumbrances, mortgages, litigations and having marketable title.
3. On execution of these agreement.
 - a. Transferee shall hand over to the Transferor to Original Share Certificate No. 33 comprising five shares of Rs. 50/- bearing distinctive Nos. 161 to 165.
 - b. Transferor shall hand over to the Transferee the transfer form duly signed by her as regards the transfer of the said five shares and all other papers, letters and documents required for effectively transferring the said five shares by the Transferor to the Transferee;
 - c. Transferor shall cause the said society to transfer the said Flat No. A/19 and the said five shares in the records of the society from the name of the Transferor to the name of the Transferee or his nominee or nominees as the case may be;
 - d. Transferor shall tender the resignation of her membership of the said society;
 - e. Transferor shall cause the said society to enroll Transferee or his nominee or nominees as the member of the society in the place and the stead of the Transferor.

Signature of Transferor, B.S.L.



S.R. No. 545 DATED 22 FEB 2001

SHAILESH GANTRA

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

ISSUED TO: D. D. CHHEDA

STAMP PAPER OF Rs. _____


STAMP VENDOR



एक सौ रुपये का स्टिकर

Re: Agreement for Transfer dated 23 February, 2001 in respect of Flat No. A/19 on the First Floor of the building known as Padmavati Co-operative Housing Society Limited situate at Bal Grih Road, Near S.B.I. Colony, Lam Road, Deolali Camp, District Nashik, Maharashtra State, Pin Code No. 422 401 and admeasuring 829 square feet carpet area i.e. equal to 77.05 sq. meters or thereabout together with five shares of Rs. 50/- each bearing distinctive Nos. 161 to 165 comprised in Share Certificate No. 33 and all other incidental right, title and interest thereof.

I, SMT. DHANVANTI DHANJI CHHEDA residing at Flat No. 1, Jeevan Nagar, Prabhat Colony, Road No. 2, Santaacruz (East), Mumbai 400 055, do hereby solemnly affirms and declares as under:-

I. I say that I am the Owner and as such the Owner is seized and possessed of or otherwise well and sufficiently entitled to a Flat No. A/19 on the First Floor of the building known as Padmavati Co-operative Housing Society Limited situate at Bal Grih Road, Near S.B.I. Colony, Lam Road, Deolali Camp, District Nashik, Maharashtra State.

3. I say that the said Flat A/19 together with the said five shares and all other incidental share, right, title and interest in the said society is free from all encumbrances, mortgages, litigations and attachments and that no agreement of any nature whatsoever is entered into by me or any person or persons on my behalf for sale or otherwise in respect of the said Flat No. A/19 and the said five shares. I say that save and except me no one has any share, right, title and interest in the said Flat No. A/19 and the said Five shares or any part thereof in any manner whatsoever.
4. I say that the said Flat No. A/19 is not held by me for any trust either secret or otherwise in any way whatsoever.
5. I say that there is no insolvency proceedings either initiated or pending against me. There is no government dues pending and/or outstanding payable in respect of the said Flat No. A/19 and the said five shares.
6. I say that neither the Income Tax nor the Wealth Tax or any other tax or dues are outstanding due and payable by me in respect of the said Flat No. A/19 or otherwise.
7. I say that I am not prohibited and/or restrained from assigning, transferring, dealing with or disposing off the said Flat No. A/19 or any part thereof and the said five shares to any third party.
8. I say that I have sold and/or transferred the said Flat No. A/19 together with the said Five shares of the society and all other share, right, title and interest incidental thereto in the said society to Shri Kantilal Gangji Dedhia (hereinafter for brevity's sake referred to as the said Purchaser) by virtue of the Agreement for transfer dated 22nd February, 2001 and for the consideration and upon the terms and conditions therein mentioned.
9. I and my heirs, executors or administrators, do hereby from time to time and at all times hereafter save harmless and keep indemnified the said Purchaser, his heirs and assigns, from and against all actions, losses, costs, charges, expenses, claims and demands whatsoever in respect of the said Flat No. A/19 or any part thereof and the said

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1. Transferor shall cause the said society to transfer all the deposits lying with the said society in the name of the Transferor to the name of the Transferee in the records of the said society.
4. The Transferor hereby agrees that the Transferor shall obtain and produce his Income Tax Clearance Certificate under section 230A of the Income Tax Act, 1961, for the registration of these agreement and or any other documents in respect of the said Flat No. A/19 and the said Five shares.
5. Along incidental to the transfer of the said five shares the Transferor shall also transfer to the Transferee the said Flat No. A/19 and her right to hold use, occupy, possess and enjoy the said Flat No. A/19 and other incidental rights and benefits in respect thereof.
6. On execution of these agreement the Transferee will have an absolute right to hold, use, occupy, possess and enjoy the said Flat No. A/19 and other rights and benefits in respect thereof.
7. The Transferor declares that the said five shares and the said Flat No. A/19 is free from all encumbrances, mortgages, charges, litigations and attachment either before or after judgement. The Transferor further declares that save and except her no one has any share, rights, title and interest in the said Flat No. A/19 and the said five shares.
8. The Transferor declares and covenants that all the taxes and outgoings in respect of the said Flat No. A/19 has been paid by the Transferor till the date hereof, and thereafter the same shall be borne and paid by the Transferee.
9. The Transferee hereby agrees to become the member of the said society in the place and stead of the Transferor as herein provided and for the purpose agrees to sign without any objection the necessary applications, forms and other papers as may be required by the said society. The Transferee hereby also agrees to abide by and perform the bye law, rules and regulations of the said society.
10. On execution of these agreement, the Transferee will be entitled to get the electricity bill transferred in respect of the electric meter and the deposits if any, for the supply of electricity for lighting purpose to the said Flat No. A/19 to his name in the record of M.S.E.B. or from any other connected authority or authorities and on execution of this

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Stamp: OFFICE OF THE DY. INSPECTOR GENERAL OF REGISTRATION



Stamp: OFF. CONTROLLER OF STAMPS (REGISTRATION), MUMBAI. Includes handwritten details about stamp duty and registration fees.

Handwritten signature and notes below the official stamp.

ARTICLES OF AGREEMENT made at Mumbai this 23rd day of February, 2001

BETWEEN SMT. DHANVANTI DHANJI CHHEDA of Mumbai Indian Inhabitant residing at Flat No. 1, Jeevan Park, Prabhat Colony, Road No. 2, Santacruz (East), Mumbai 400 055 hereinafter called the "TRANSFEROR" (Which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include her heirs, executors and administrators) of the ONE PART AND SHRI KANTILAL GANGJI DEDHIA of Mumbai Indian Inhabitant, residing at Devkurji, 81, Keluskar Road, Shivaji Park, Dadar (West), Mumbai 400 028 hereinafter called the "TRANSFeree" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the OTHER PART

WHEREAS the Transferor is the Owner and in such the Owner is seized and possessed of or otherwise well and sufficiently entitled to a Flat No. A/19 on the First Floor of the building known as Padmavati Co-operative Housing Society Limited situate at Bai Gish Road, Near S.B.I. Colony, Lam Road, Deolali Camp, District Nandik, Maharashtra

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