

## AGREEMENT FOR RE-SALE-CUM-TRANSFER

THIS AGREEMENT FOR RE-SALE -CUM- TRANSFER ("Agreement") is made, and executed at Bhayander, Thane on this 30<sup>th</sup> day of OCTOBER, 2024 BY AND BETWEEN;

MRS. SONAL BIPINKUMAR MODI aged about 47 years & MR. BIPINKUMAR BABULAL MODI aged about 50 years, both Indian Inhabitants, having address at Flat No. 605, B-Wing, Sixth Floor, DEV SHRUSHTI CHS. LTD., 60 Feet Road, Bhayander (West), Taluka & District- Thane- 401101, Maharashtra, hereinafter jointly and collectively referred to as "THE VENDORS / TRANSFERORS" (Which expressions unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, attorneys, representative administrators and assigns)..... THE PARTY OF FIRST PART.

AND

MR. KISHORIBEN RAMANLAL JAIN aged about 64 years & MR. PRITAM RAMANLAL JAIN aged about 39 years, an Indian Inhabitant, having address at Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near Maxus Mall, Bhayander (West), Thane - 401101, hereinafter referred to as "THE PURCHASERS / TRANSFEREES" (Which expressions unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, attorneys, representative administrators and assigns)..... THE PARTY OF THE OTHER PART. (The VENDORS / TRANSFERORS and PURCHASERS / TRANSFEREES collectively referred to as the "Parties" and individually as the "Party").

RECITALS:-

- (A). By virtue of an Agreement for Sale dated 20th day of September 2001, between M/S. SDC DEVELOPERS PRIVATE LIMITED, having office address at Guru Datta Mandir Compound, Thakurdwar Road, Mumbai – 400 002, referred as Developer/Promoters and Party of One Part therein and MR. RAJENDRA SHANTILAL PATEL & MRS. PRAVINA RAJENDRA PATEL, referred as 1<sup>st</sup> Purchasers. The said Agreement for Sales dated 20/09/2001 registered in the Office of Sub-Registrar of Assurances at Thane District, bearing document serial no. PHOTO-4298/2001 on 21/09/2001. 1<sup>st</sup> Purchaser sold the said Flat to MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI, referred as present VENDORS / TRANSFERORS on 02/03/2012. The said Agreement for Sales dated 02/03/2012 registered in the Office of Sub-Registrar of Assurances at Thane District, bearing document serial no. TNN-7/1661/2012 on 09/03/2012. After this agreement MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI become joint owners and in possession and well sufficiently entitled to the Flat bearing No. 605, B-Wing more particularly mentioned herein.
- (B). AND WHEREAS, the VENDORS herein represent that, they jointly own and hold exclusive possession and are well sufficiently entitled to the premises being, Flat No. 605, B-Wing, on Sixth Floor, in the building of the society known as “DEV SHRUSHTI Co-operative Housing Society Limited”, admeasuring total area 545 Sq. Feet Super Built Up i.e. 50.65 Sq. meters Super Built Up equivalent to 436 Sq. Feet Built Up i.e. 40.52 Sq. meters Built Up area constructed on a plot of Land bearing Old Survey No. 33/10, 11, 17, 18, 34/5, 7, New Survey No. 8/10, 11, 17, 18, 9/5, 7, situated, lying and being at 60 Feet Road, Revenue Village- BHAYANDER, Bhayander (West), Taluka and District- Thane- 401101, and more particularly described in schedule hereunder written.
- (C). AND WHEREAS, incidental to the holding of the said Flat No. 605, B-Wing, the said VENDORS are joint owners and enjoying membership rights of the “DEV SHRUSHTI Co-operative Housing Society Limited” a society formed and duly registered under the Maharashtra Co-operative Societies Act, 1960 an bearing

Registration No. TNA/(TNA)/HSG/(TC)/15405/2004-05. (hereinafter referred to as "THE SAID SOCIETY") and as such, The VENDORS are entitled to Five fully paid up shares of Rs. 50/- each in the said society, bearing distinctive Nos. 176 to 180, both numbers are inclusive issued under Share Certificate No. 36. (Hereinafter for the sake of brevity referred to as "THE SAID SHARES").

(D). AND WHEREAS, the VENDORS confirm that the Sale Agreement executed between MR. RAJENDRA SHANTILAL PATEL & MRS. PRAVINA RAJENDRA PATEL & VENDORS is legally valid, existing, subsisting and has not been cancelled, terminated, revoked and the VENDORS herein has complete, quiet, vacant and peaceful physical possession of the said Flat No. 605, B-Wing and enjoying membership rights of the said society since the date they acquired and purchased.

(E). AND WHEREAS, the VENDORS further represent that there is no other outstanding dues or loan on the said Flat No. 605, B-Wing and they hold complete & unencumbered rights, title and authority to sell, transfer and assign all their rights, title and interests in the said Flat No. 605, B-Wing and any related shares of the said society pertaining to the said Flat No. 605, B-Wing.

(F). AND WHEREAS, the VENDORS made following representations to the PURCHASERS in respect of the said Flat No. 605, B-Wing i.e.,

a) There are no suits, litigation, civil or criminal or any other proceedings pending as against the VENDORS in respect of the said Flat No. 605, B-Wing.

b) There are no attachments or prohibitory orders against the said Flat No.

605, B-Wing and the said Flat No. 605, B-Wing is not subject matter of any Lis-pendens or attachments either before or after judgments.

c) There are no other encumbrances created against the said Flat No. 605, B-Wing and the title of the VENDORS to the said Flat No. 605, B-Wing is clear, marketable and free from all other encumbrances.

d) Except VENDORS, no other person or authority has got right, title or interest of whatsoever nature against the said Flat No. 605, B-Wing.

e) The VENDORS has not been adjudicated insolvent nor they have committed any act of insolvency neither there is any order of Court/s or Authority restraining them or creating any inability from entering in to this agreement.

f) AND WHEREAS, relying upon the aforesaid representations made by the VENDORS, the PURCHASERS agreed to purchase the said Flat No. 605, B-Wing on ownership basis for the full and final amount after fair negotiation and the VENDORS agreed to sale for the total consideration of Rs.45,00,000/- (Rupees Forty Five Lakhs Only) to be paid to the VENDORS on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed by & between the parties hereto as follows:

1. The Recitals mentioned hereinabove shall be deemed, presumed and treated as the internal part of this Agreement. The recitals shall also deemed, presumed and treated as a declaration and representation of the VENDORS and relying upon the declaration, representation of VENDORS, the PURCHASERS are purchasing the said Flat No. 605, B-Wing.

2. The VENDORS hereby agree to sell, transfer and assign to the PURCHASERS all their ownership, rights, title and interests in the said Flat No. 605, B-Wing and the VENDORS further hereby agree to sell, transfer and convey to the PURCHASERS the said Flat No. 605, B-Wing for the total consideration of Rs.45,00,000/- (Rupees Forty Five Lakhs Only) .
  
3. The payment of the above said amount of the consideration to be paid by the PURCHASERS to the VENDORS in the following manner;
  - a) Rs.20,00,000/- (Rupees Twenty Lakhs Only) to the VENDORS on or before the execution of this Agreement as and by way of Part Payment of the agreed consideration. (Receipt whereof the VENDORS hereby admit and acknowledge in the presence of witnesses).
  
  - b) The PURCHASERS has proposed to raise a bank housing loan to purchase the said Flat No. 605, B-Wing and hereby undertakes to pay to the VENDORS the balance consideration Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) through Bank or any financial institute directly in favour of VENDORS, for & on behalf of PURCHASERS by way of Housing loan or in the alternative the PURCHASERS shall pay the balance considerations through their own sources, within 45 working days from the date of registration. "TIME IN THIS RESPECT BEING THE ESSENCE OF THE CONTRACT". In case, If balance payment is delayed beyond 45 days as stipulated hereinabove the penalty @ 12% p.a. interest will be charged on delayed payment for such period of delay till actual realization of amount. However such grace period shall not be over and above 15 days.
  
4. That the VENDORS confirm and covenants that on receipt of the balance amount of consideration from the PURCHASERS, The VENDORS will not thereafter have or claim any right in or to the said Flat No. 605, B-Wing and the said shares and the PURCHASERS shall be the only owners of the said Flat No. 605, B-Wing and will be

entitled to enter, use, occupy, possess and enjoy the said Flat No. 605, B-Wing without any hindrance, suit, interruption, eviction, claims or demands from or by the VENDORS or any person or persons claiming through or under the VENDORS, at any time.

5. The VENDORS undertake to co-operate in all manners in handing over to the PURCHASERS "No Objection Letter" from the said society of the said Flat No. 605, B-Wing and the VENDORS will hand over to the PURCHASERS all other relevant document/s and Keys required for protecting the Title of the said Flat No. 605, B-Wing.

6. The VENDORS declare and represent, undertake, confirm, covenanted and assured to the PURCHASERS as under:

a) That the VENDORS confirm and covenant that on receipt of the balance amount as full and final consideration from the PURCHASERS, The VENDORS will not hereafter have or claim any right in or to the said Flat No. 605, B-Wing and the said shares and the PURCHASERS shall be the only owners of the said Flat No. 605, B-Wing and will be entitled to use, occupy, possess and enjoy the said Flat No. 605, B-Wing only without any hindrance, suit, interruption, eviction, claim or demand from or by the VENDORS or any person or persons claiming through or under the VENDORS, at any time.

b) That the VENDORS declare that they are the absolute and only owners and enjoying rights, title and interest of the said Flat No. 605, B-Wing quietly without any claim or obstruction from any other person/s. The VENDORS further declare that notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary, the VENDORS have good right, full powers and complete authority to convey, transfer and assure the said Flat No. 605, B-Wing hereby agreed to be transferred, conveyed and assigned in favour of the PURCHASERS as aforesaid and they had

not done, committed or omitted any act, deed, matter or thing whereby the ownership, possession or occupation and enjoyment of the said Flat No. 605, B-Wing may be rendered void or voidable or the VENDORS would be prevented from selling, assuring, conveying, transferring the said Flat No. 605, B-Wing and said shares in the manner herein provided to and unto the PURCHASERS.

c) That the VENDORS doth hereby covenants with the PURCHASERS, that the VENDORS have paid to the said society all their share of taxes and outgoing including the Municipal Taxes, house tax, maintenance charges, parking charges, special repairs / sinking fund, property tax etc and all charges of water including all arrears thereof and electricity charges, telephone & internet charges, house tax, any statutory due etc., or any other dues payable to the said society and/ or to any utility providing companies in respect of the said Flat No. 605, B-Wing, till the date of possession and that if any amount is found due the same shall be paid and made good by the VENDORS to the PURCHASERS.

d) If any person or Government authority claims any right, title or interest in the said Flat No. 605, B-Wing, through the VENDORS and thereby the PURCHASERS are put or threatened to be put to any losses, expenses, then in such event the VENDORS agrees and undertakes to indemnify and keep indemnified the PURCHASERS against all claims, actions, demands and proceedings arisen or as may arise in respect of the said Flat No. 605, B-Wing.

e) That the VENDORS declare that the said Flat No. 605, B-Wing is free from all encumbrances and the same is not mortgaged or in any manner charged for payment of any money to any person or Financial Institutions or Banks. The VENDORS further declares that they had

not entered into any agreement for transfer, sale or lease and license, lease, or let out in respect of the said Flat No. 605, B-Wing with any other person or persons.

f) At present the said Flat No. 605, B-Wing is in lawful possession of the VENDORS, without reserving any right; the VENDORS shall hand over peaceful physical possession of the said Flat No. 605, B-Wing, to the PURCHASERS on receipt of the balance consideration as mentioned hereinabove. The VENDORS do hereby covenant with the PURCHASERS that on execution of this Agreement and after taking possession of the said Flat No. 605, B-Wing, the PURCHASERS shall enjoy quietly and peacefully and occupy the said Flat without any hindrance, denial, demands, interruption or eviction by the VENDORS or any person lawfully or equitably claiming through, under or in trust for the VENDORS.

g) The VENDORS hereby confirm and declare that there is no insolvency proceedings are initiated, pending or contemplated against the VENDORS or against any of his/their firm/ companies in which he/ they is/are director or partner and which can have any effect on the title of the said Flat No. 605, B-Wing.

h) That the VENDORS hereby say and declare that no minors or legal heirs are interested in the said Flat No. 605, B-Wing and neither the VENDORS nor anyone on their behalf have entered into any commitment or arrangement or understanding of any nature with any other person or party creating any right, interest or encumbrance of any nature in respect of the said Flat No. 605, B-Wing and/or any part thereof including executing an agreement for sale and/or power of attorney authorizing anybody to sell the said Flat No. 605, B-Wing, or received any token, deposit, earnest money or advance money or any other consideration from any person/s.



- i) That the VENDORS have not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third-party rights over the said Flat No. 605, B-Wing and no other person, Bank, Financial Institution, authority or party have any right, title or interest, claim or demand in, to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise, and that the same are free from all encumbrances and there is no pending litigation or attachment or even notice of any kind whatsoever.
  
- j) That the VENDORS hereby undertake and declare that any nomination, assignment, transaction, lien or will in regards to the said Flat No. 605, B-Wing and the said shares if made by themselves or their constituted attorney/s in respect of the said Flat No. 605, B-Wing shall hereafter be deemed to be inoperative, cancelled, revoked, withdrawn and null and void.
  
- k) That the VENDORS further undertakes to pay all the previous Government Taxes or any such other Taxes claimed and/or due on the said Flat prior to execution of this Agreement for the said Flat No. 605, B-Wing.
  
- l) That the VENDORS further agrees and undertakes to come at Registrar Office and sign on Rectification deed / Confirmation Deed if needed or any such other document as required by the PURCHASERS in respect of the said Flat No. 605, B-Wing for which no extra amount will be charged by the VENDORS.
  
- m) That the VENDORS shall obtain the consent or no objection from the said society for transferring the said Flat in favour of the PURCHASERS and shall sign all such society transfer forms for the transfer of the said society shares to the name of the PURCHASERS.
  
- n) ALL the SECURITY DEPOSITS in the books of Utilities Bill i.e. the Electricity / Water meters / Gas connection / Sinking Fund and all the amount standing to the credit of the VENDORS in the books of the society in respect of the said Flat No. 605, B-Wing shall be

transferred in the name of the PURCHASERS.

o) That the VENDORS shall from time to time and at all reasonable times do and execute or cause to be done and executed all such acts, deeds and things whatsoever for securing more perfectly the right, title and interest of the PURCHASERS in the said Flat No. 605, B-Wing agreed to be sold and transferred unto and to the use of the PURCHASERS.

p) That the VENDORS as beneficial owners, DOES HEREBY GRANT, CONVEY, TRANSFER BY WAY AGREEMENT FOR SALE AND ASSIGN unto and in favour of the PURCHASERS of the said Flat No. 605, B-Wing mentioned in the schedule property and every part thereof together with the said right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easement rights, equities, claims, demands, privileges, appurtenances or any other things etc. attached to belonging to and reputed to the said Flat No. 605, B-Wing TO HOLD, TO POSSESS AND TO ENJOY the same forever free from all encumbrances Charges, all kinds of mortgage, agreement to sale, court litigation and any other statutory charges.

7. Subject to the receipt of the balance consideration the sale, transfer of the said Flat No. 605, B-Wing made herein is irrevocable, forever and absolute and in no manner the VENDORS shall have any rights, title or interest in the said Flat No. 605, B-Wing to cancel, terminate or revoke the said Agreement.

8. Each party shall be individually liable for their respective tax effects and legal/statutory obligations and shall co-operate with one another as far as giving any confirmations/writings etc or attending personally if required by any Govt. dept., for the same.

9. The Stamp Duty and Registration charges of this Agreement shall be borne and paid by the PURCHASERS alone. The Parties here to undertake to comply with all the formalities required for completing the registration of this Agreement in respect of the said Flat No. 605, B-Wing in the record of the Sub-Registrar of Assurances.
  
10. The transfer fee of the said society in respect of the transfer of the said Flat No. 605, B-Wing shall be borne and paid by VENDORS & PURCHASERS equally (50%-50%).
  
11. This Agreement shall be deemed to be treated as a final Sale Deed upon payment and realization of the balance consideration amount by the PURCHASERS and upon handing over the vacant and peaceful physical possession of the Said Flat No. 605, B-Wing and said shares by the VENDORS to the PURCHASERS.
  
12. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
  
13. This Agreement shall always be subject to the provision contained in Maharashtra ownership Flats Act 1963, Maharashtra ownership Flat rule 1964 or any provision of law for the time being which is applicable hereto.
  
14. Any dispute amongst the parties hereto shall be subject to and shall be covered under the jurisdiction of the Thane district Court.

: THE SCHEDULE ABOVE REFERRED TO:

All THAT RESIDENTIAL PREMISES bearing Flat No. 605, B-Wing, on Sixth



PARTY OF OTHER PART )  
 )  
 )

MR. KISHORIBEN RAMANLAL JAIN)

)

MR. PRITAM RAMANLAL JAIN)

In the presence of witness: )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

### RECEIPT

RECEIVED PART PAYMENT OF Rs.20,00,000/- (Rupees Twenty Lakhs Only), of and from the PURCHASERS for sale and transfer of the Flat No. 605, B-Wing, on Sixth Floor, admeasuring 545 Sq. Feet Super Built Up i.e. 50.65 Sq. meters Super Built Up equivalent to 436 Sq. Feet Built Up i.e. 40.52 Sq. Meters Built Up area in the building of the society known as "DEV SHRUSHTI Co-operative Housing Society Limited", constructed on a plot of Land bearing Old Survey No. 33/10, 11, 17, 18, 34/5, 7, New Survey No. 8/10, 11, 17, 18, 9/5, 7, situated, lying and being at 60 Feet Road, Revenue Village- Bhayander, Bhayander (West), Taluka and District- Thane- 401101, The part Payment for the said Flat No. 605, B-Wing paid in the following manner as per the agreed consideration in the present Agreement;

Sr No.	Date	Cheque	Amount (INR)	Bank/Branch
1.	01/08/2024	000409929014	100/-	Kotak Mahindra Bhayander West

2.	01/08/2024	000409929803	100/-	Kotak Mahindra Bhayander West
3.	02/08/2024	000410116508	4,99,900/-	Kotak Mahindra Bhayander West
4.	02/08/2024	000410174939	4,99,900/-	Kotak Mahindra Bhayander West
5.	13/08/2024	000412508537	100/-	Kotak Mahindra Bhayander West
6.	13/08/2024	000412508683	100/-	Kotak Mahindra Bhayander West
7.	14/08/2024	000412644128	4,99,900/-	Kotak Mahindra Bhayander West
8.	14/08/2024	000412653764	4,99,900/-	Kotak Mahindra Bhayander West
		TOTAL:	Rs.20,00,000/-	

Continue on next page.....

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I/We Say Received

MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
(VENDORS)

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

RECEIPT

RECEIVED Rs.25,00,000/- (Rupees Twenty Five Lakhs Only), of and from the PURCHASERS for sale and transfer of the Flat No. 605, B-Wing, on Sixth Floor, admeasuring 545 Sq. Feet Super Built Up i.e. 50.65 Sq. meters Super Built Up equivalent to 436 Sq. Feet Built Up i.e. 40.52 Sq. Meters Built Up area in the building of the society known as "DEV SHRUSHTI Co-operative Housing Society Limited", constructed on a plot of Land bearing Old Survey No. 33/10, 11, 17, 18, 34/5, 7, New Survey No. 8/10, 11, 17, 18, 9/5, 7, situated, lying and being at 60 Feet Road, Revenue Village- Bhayander, Bhayander (West), Taluka and District- Thane- 401101, The Full & Final payment for the said Flat No. 605, B-Wing paid in the following manner as per the agreed consideration in the present Agreement;

Sr No.	Date	Cheque/RTGS/NEFT	Amount (INR)	Bank/Branch

		TOTAL:	Rs. 25,00,000/-	

Cheque/s are subject to realization

I/We Say Received

MRS. SONAL BIPINKUMAR MODI  
 MR. BIPINKUMAR BABULAL MODI  
 (VENDORS)

IN THE PRESENCE OF WITNESS:

1. \_\_\_\_\_
2. \_\_\_\_\_

LETTER OF POSSESSION

We, MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI, do hereby Confirm, Admit And Acknowledge that we have received the Full & Final Sale Consideration as per Agreement and do hereby handover to the TRANSFEREES MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN, residing quite, vacant and peaceful physical possession today of Flat No. 605, B-Wing, on Sixth Floor, Society known as DEV SHRUSHTI Co-op. Hsg. Soc. Ltd., constructed on a plot of Land bearing Old Survey No. 33/10, 11, 17, 18, 34/5, 7, New Survey No. 8/10, 11, 17, 18, 9/5, 7, situated, lying and being at 60 Feet Road, Revenue Village- Bhayander, Bhayander (West), Taluka and District- Thane- 401101, subject to realization of the FULL & FINAL of the agreed sale Consideration.

POSSESSION ON DATED \_\_\_\_ DAY OF \_\_\_\_\_ 2024.

TAKEOVER QUITE

HANDOVER QUITE



VACANT & PEACEFUL  
PEACEFUL

VACANT &

PHYSICAL POSSESSION.

PHYSICAL POSSESSION.

MR. KISHORIBEN RAMANLAL JAIN

MR. PRITAM RAMANLAL JAIN

MRS. SONAL BIPINKUMAR MODI

MR. BIPINKUMAR BABULAL MODI

TRANSFEREES.

From:- MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN

Add:- Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near  
Maxus Mall, Bhayander (West), Thane - 401101,

To,  
The Hon. Secretary,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Sir,

Ref: Request for transfer of Flat No. 605, B-Wing Society known as DEV SHRUSHTI  
Co.op. Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Thane.

This is to inform you that I/We have purchased and acquired all rights, title and  
interest in r/o Flat No. 605, B-Wing as vide agreement dated 30/10/2024 entered

between myself / ourselves and my/our predecessor/s member of the society and I/We have paid entire purchase price of the said Flat to my/our predecessor as per the agreement recited hereinabove, and have taken actual possession of the said Flat.

In view of the above I/We hereby submit the following documents for kind perusal and records and request your goodselfes kindly transfer the above said Flat with all deposits and shares in r/o the said Flat.

1. Copy of Agreement for Sale  
2. Share certificate.  
3. Appendix 13 - Form of notice of Resignation of Membership  
4. Appendix No. 20(1), & 20(2).  
5. Appendix No. 21 & 23.  
6. Appendix No. 25/26/4 on stamp paper of Rs. 100/- each.  
7. Appendix 2 - Application for Membership.  
8. Transfer form.  
9. Appendix – 14 - Nomination form.

Kindly also find enclose a Cheque for Rs. \_\_\_\_\_/- as admission fee and Cheque for Rs. \_\_\_\_\_ as premium respectively.

Thanking you,  
Yours faithfully,

Date : 30/10/2024

.....  
MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN  
TRANSFEREES.  
TRANSFERORS.

From :-MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI

To,  
The Hon. Secretary,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd.,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Sir,

Sub : Request for grant of permission to Transfer Flat No. 605, B-Wing

I/We the undersigned owner of Flat No. 605, B-Wing, DEV SHRUSHTI Co. op. Hsg. Soc. Ltd, and member of the society would like to sale assign and transfer all my/our rights, title and interest in respect of the said Flat including shares and deposits and I/We am/ are under negotiations with one MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN prospective buyer, hence I/We request your goodselfes, kindly be favoured with necessary permission as required under Bye-laws of the society, to enable

me/us to finalise the deal.

I/We do not have any objection to issue No Objection / Mortgage permission in favour of above named prospective TRANSFEREES if he/she/they desires to avail financial assistance from any financial institution.

All requisite documents will be submitted for transfer of the said Flat immediately on finalisation of deal.

Your Co-operation in the matter is highly appreciated.

Thanking you, Yours sincerely,

.....  
MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
TRANSFERORS.

POSSESSION LETTER

From : MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI

Add : Flat No.605, B-Wing, Sixth Floor, DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Dist. Thane.

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To,

MR. KISHORIBEN RAMANLAL JAIN TRANSFEREES  
MR. PRITAM RAMANLAL JAIN

Sir,

Re: Handing over possession of Flat No. 605, B-Wing, DEV SHRUSHTI

Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Thane according to agreement for sale dtd. 30/10/2024 entered between myself/ourselves I/We hereby handing over peaceful vacant possession of the said Flat to you along with all relevant documents for enjoyment of all my/our rights, title and interest in r/o the said Flat and for occupation of the said Flat to you forever.

Thanking you,

Yours faithfully,

MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
(TRANSFERORS.)

I/We confirm the above

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN

Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near Maxus Mall,  
Bhayander (West), Thane - 401101,  
TRANSFEREES.

Witnesses

- 1.
- 2.

## Appendix - 2

### Application for Membership

To  
The Chief promoter / Chairman,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Sir/Madam,

I/We the undersigned MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN hereby request you to admit co-partner/co-owner/member of your society.

My particulars are given below :-

1)Age : 64 Years & 39 Years

2)Occupation : Housewife & Service

3)Office Address : Mumbai

4)Residential address : Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near Maxus Mall, Bhayander (West), Thane - 401101

5)Monthly income of mine and any other person on whom I/We are dependent is Rs. Approx 25,000/-.

I/We have gone through the proposed /registered Bye-laws of your society and the rules and regulations there under to abide by the same and with any modification that the registrar may make in them.

I/We am/are remitting herewith Rs. 500/- towards the value of Five fully paid up shares of Rs. 50/- each and Rs. 100/- as admission fee.

I/We am/are prepared to contribute \_\_\_\_\_ percent of the total cost of the land and construction of building thereon. I/We expect to obtain the balance amount as loan either from Government or any other financing agency from which the society being unable to obtain loan to the extend of its expectation, I/We am/are prepared to contribute such further amount towards the cost of the land construction as the society may require.

I/We have paid Rs. 45,00,000/- towards the cost of my/our Flat.

I/We further furnish my/our particulars in form "E" under schedule attached to the Bye-laws as under :-

---

Sr. No.	Name of Member	Particulars regarding Res. Bldg/sites owned By him/her In whole or By any other Member of the Family	Place where situated	Reasons why it is necessary to have a house/plot from society

---

1. 2.3.4.5.

---

---

N/A

---

Attested by

Yours faithfully,

---

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN

The Chief Promoter /Chairman,

Place : Bhayander (West)

Date : 30/10/2024

(The expression member of the family for the purpose of section 6 and 8 of the M.C.S. Act 1960 means wife, husband, father, mother, son or unmarried daughter.)

Appendix No. 25  
[under the Bye-law No. 38 (e) (xi)]

---

I/We, MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI member of DEV SHRUSHTI Co. op. Hsg. Soc. Ltd, 60 Feet Road, Bhayander (West), Dist. Thane holding Flat No. 605, B-Wing having 40.52 Sq. Mtrs. Built Up area , in the building of the society and intending to transfer it to MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN intending member/s of the society, hereby declare that I/We do not hold any vacant land or land with a building thereon, in any urban agglomeration, mentioned in the Urban Land (Ceiling and Regulation) Act, 1976, the area of which exceeds 500 Sq. Mtrs.

Date : 30/10/2024

.....  
MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
TRANSFERORS.

Appendix No. 26  
[under the Bye-law Nos. 17 (b), 19 A (iv) and 38 (e) (xii)]

I/We, MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN intending member of DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Dist. Thane proposing to hold Flat No. 605, B-Wing having 40.52 Sq. Mtrs. Built Up area , in the building of the society hereby declare that I/We do not hold any vacant land or land with a building thereon anywhere, in any urban agglomeration, mentioned in the Urban Land (Ceiling and Regulation) Act, 1976, the area of which exceeds 500 Sq. mtrs.

Date : 30/10/2024

Yours faithfully,

Place : Bhayander (West)

---

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN  
TRANSFEREES.



Appendix No. 4  
[Under the Bye-law No. 17 (b) and 19 (A) (iv)]

I/We, MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN at present residing at Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near Maxus Mall, Bhayander (West), Thane - 401101, member / intending member of the DEV SHRUSHTI Co-operative Housing Society Ltd (Regd) having Address at 60 Feet Road, Bhayander (West), Dist. Thane hereby give the undertaking that I/We use the Flat purchased by me/us proposed to be acquired by me/us, on cessation of membership of the earlier member, under the Bye-laws no. 76(a) of the bye-law of the Society (Regd).

I/We further give the undertaking that no change of user will be made by me/us without the prior permission in the writing of the committee of the society.

---

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN  
TRANSFEREES.

Appendix -13  
(Form of notice of Resignation of Membership)

To,  
The Hon. Secretary,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Sir,

I/ we MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI is /are a member/s of the DEV SHRUSHTI Cooperative Housing Society Ltd. having address at 60 Feet Road, Bhayander (West), Dist. Thane holding 10 shares of Rupees 50/- each, amounting to Rs 500/- the Office/ Flat no 605, B-Wing in the building of the society numbered/ known as DEV SHRUSHTI CHS Ltd.

I/ we desire to withdraw from the society and therefore give you a notice of three months of our intention to resign membership of the society, as required under the Bye-law No. 27(a) of the bye-laws of the society

I/ we hereby state that I/ we am/ are prepared to discharge in full the amount of liability to the society as per records of the society before my resignation is considered by the Managing Committee of the society

OR

I/ we authorize the society to recover the charges of the society, due to me from the value of my interest in the flat. On acceptance of my/our resignation, I/we will surrender the share certificate no 36 for shares numbering from 176 to 180 (both inclusive) for Rs. 50/- to the society and the vacant possession of the office for being acquired by the society PURCHASERS or TRANSFEREES.

I / we request you to please pay me / us the value of the shares referred to above and the value of my / our interest in the flat, due to me, after deducting the amount payable to the Society and outstanding against me. Yours faithfully,

Place: Bhayander (West)  
Date: 30/10/2024

Yours faithfully,

MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI

Appendix No. 20 (1)  
[Under the Bye-law No. 38 (a) ]

The form of intention of a member to transfer his /her/ theirs  
shares & interest in the Capital/Property of the society.

-----  
Date : \_\_\_\_\_

To,  
The Hon. Secretary,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Sir,

I/We MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI member of the DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Dist. Thane and holding Five fully paid up shares of Rupees Fifty each, bearing distinctive numbers from 176 to 180 (both inclusive) and Flat No. 605, B-Wing admeasuring 40.52 Sq. Mtrs. Built Up area In the building of the society, number / known as DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, hereby give you notice as required under rule 24 Maharashtra Co-operative societies rule 1961, as under :-

I/We MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI intend to transfer my/our rights/title and interest in the Flat in the building of the society and my/our interest in the capital of the society to MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN for consideration of Rs.45,00,000/- The consent of the TRANSFEREES is given separately.

Place : Bhayander (West)

Date : 30/10/2024

Yours faithfully,

.....  
MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
TRANSFERORS.

Appendix No. 20 (2)

[Under the Bye-law No. 38 (a)]

A Form of letter of consent of the Proposed TRANSFEREES.  
For the transfer of the shares and interest of the member.  
(TRANSFERORS to TRANSFEREES.)  
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To,  
The Hon. Secretary,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

-----  
Sir,

MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI, member of DEV SHRUSHTI Co-operative Housing Society Ltd., Propose/s to transfer his/her/their shares and interest in the capital/property of the society to me/us. I/We hereby give my/our consent for the proposed transfer of shares and interest of MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI to me/us as required under rule 24 (l) (B) of the Maharashtra Co-operative Societies rules 1961.

My/Our name & address is as under :

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN

Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near Maxus Mall,  
Bhayander (West), Thane - 401101,

Date : 30/10/2024

Yours faithfully,

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN  
TRANSFEREES.

Appendix No. 21 (1)  
Application of Transfer (Common)  
[Under the Bye-law No. 38 (e) (I)]

(Form of application for transfer of shares and interest in the  
capital property of the society by the proposed TRANSFERORS.  
(being an individual)

To,  
The Hon. Secretary,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd.,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Sir,

I/We, MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI am/  
are the member of DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West),  
Dist. Thane and holding the Share Certificate No. 36 for Five fully paid up shares of  
Rupees fifty each, bearing distinctive nos. from 176 to 180 (both inclusive) and holding  
the Flat No. 605, B-Wing admeasuring 40.52 Sq. Mtrs. Built Up area in the building of  
the society numbered/known as DEV SHRUSHTI Chs Ltd.

I/We had given you notice of my/our intention to transfer the said shares and my  
interest in the capital property of the society on TNA/(TNA)/HSG/(TC)/15405/2004-05,  
as required under rules 24(I) (B), of Maharashtra Co-operative societies rules, 1961,  
along with the consent of the proposed TRANSFEREES.

I/We enclosed herewith the application in the prescribed form of membership of the  
society by the proposed TRANSFEREES.

I/We remit herewith the transfer fees of Rs. \_\_\_\_\_/- I/We also remit herewith an  
amount of premium of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
only as provided under the Bye-laws no. 38 (e) (ix) of the bye/laws of the society. I/We  
state that the said shares and the interest in the capital property of the said society have

been held by me/us for a period of less than a year. I/We further state that the liabilities due to the said society by me/us as on the date of this application have been paid by me/us. I/We also undertake to pay the liabilities, which may become due till the transfer application is approved by the society.

I/We hereby undertake to discharge any liabilities to the society, which related to the period of my/our membership with the said society and have become payable by me/us after cessation of my/our membership due to any demand made by the local authority, government or by any other authority or an account after cessation of my/our membership.

I/We propose to transfer the said shares and my/our interest in the capital/property of the said society on the following:

- 1) Agreement for Sale
- 2) Share Certificate
- 3) Society Transfer Set

I/We furnish herewith the declaration in the prescribed form, on Five Rupees stamp paper about not holding of any vacant land or land with building in any urban agglomeration, specified under the Urban Land (Ceiling and Regulation) Act, 1976, the area of which exceeds 500 Sq. Mtrs.

I/We also furnish herewith the undertaking in the prescribed form on Rs. 10/- paper about the registration of the transfer as required under section 269/A-B of the Income Tax Act.

I/We request you to approve the proposed transfer and inform me/us accordingly.

Place : Bhayander (West)

Date : 30/10/2024

Yours faithfully,

.....  
MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
TRANSFERORS.

Appendix No. 23

[Under the Bye-law No. 38 (e) (I)]  
(Form of application for Membership of the society  
by the proposed TRANSFEREES (being an individual)

To,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

I/We MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN intend to become a member of the DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Dist. Thane by transfer of the Share Certificate No. 36 for Five fully paid up shares of Rupees Fifty each bearing distinctive nos. From 176 to 180 (both inclusive) held by MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI the member of the said society and his/her/their interest in the Flat No. 605, B-Wing admeasuring 40.52 Sq. Mtrs. Built Up area in the building of the said society numbered/ known as DEV SHRUSHTI Chs Ltd, held by the said MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI to my/our name.

I/We have given my/our consent to the proposed transfer of the said shares and the interest of the said TRANSFERORS in the capital property of the said society to me/us on \_\_\_\_\_.

I/We now make this application for membership of the said society and for transfer of the said shares and the interest of the said TRANSFERORS in the capital property of the said society to my/our name.

The particulars for the purpose of consideration of my/our application for membership of DEV SHRUSHTI Co-operative Housing Society Ltd., are given below :-

Age : 64 years & 39 years

Occupation : Housewife & Service

Monthly income : Approx 25,000/-

Office address : Mumbai

Residential address : Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near Maxus Mall, Bhayander (West), Thane - 401101

I/We remit herewith the entrance fee of Rs. 100/- (Rupees Hundred). I/We declare that there is no plot/Flat/house owned by me/us any of the members of my/our family. The person dependent upon me/us, in the area of operation of the said society.

OR

I/We give below the particulars of plot/Flat/house owned by me/us any of the members of my/our family, the person dependent upon me/us, in the area of operation of the society.

Sr.No.	Name of Person.	the particulars of Plot/house owned by the family dependent on Me/us in the area of Operation of the society	Flat/location of house. to have a Flat in this soc.	reason as Necessary plot/Flat/ to why it
1.	2.	3.	4.	5.

1. 2.3.4.5.

N/A

I/We furnish herewith the declaration in the prescribed form, on ten Rupees stamp paper about non holding of any vacant land or land with a building in any urban agglomeration specified under the Urban Land Ceiling and regulation Act 1976 the area of which exceeds 500 sq. Mtrs.

I/We also furnish herewith the undertaking in the prescribed form on Rupees ten stamp paper about registration of the transfer under section 269 ab of the i/tax Act and the rules made there under.

I/We undertake to use the Flat proposed to be transferred to me/us for the purpose



mentioned in the letter that will be issued to me/us by the society under Bye-law no. 78 (a) of the Bye-laws of the me/us without the prior approval of the society in writing. The undertaking to that effect in the prescribed form is enclosed herewith.

I/We undertake to discharge all the liabilities to the society which may become due from the date of my/our admission to the membership of the society as I/We have no independent source of income. I/We enclose herewith the undertaking in the prescribed form from the person on whom I/We am/are dependent to the effect that he/she/they will discharge all liabilities to the society on my/our behalf including charges of the society.

I/We also enclose herewith undertaking in the prescribed form that the plot/Flat/house owned by me/us any of the members of the person dependent on me/us the details of which are given in this application about the disposal of the said Flat/plot/house.

I/We have gone through the Bye-laws of the society and undertake to abide by the same and any modifications that the registering authority may take in them.

I/We request you please admit me/us as a member of the society and transfer the shares and the interest of the TRANSFERORS in the capital property of the said society to my/our name/s.

Yours faithfully,

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN

## Transfer Form

This instrument this 30th day of October 2024, between MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI registered member of DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Thane, A N D MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN resident at Flat No. B/106, First Floor, Shankheshwar Chs. Ltd., Padmavati Nagar, Near Maxus Mall, Bhayander (West), Thane - 401101, witnesseth that in consideration of the total sum of Rupees 45,00,000/- paid by the said MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN to me/us on 30/10/2024.

I/We the said MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI do hereby transfer to the said MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN his/her/their executors, administrators and assigns the fully paid up shares of Rupees Fifty each bearing nos. Five standing in my/our name this day in the

books of DEV SHRUSHTI Co. op. Hsg. Soc. Ltd., A society duly registered under Regn. No. TNA/(TNA)/HSG/(TC)/15405/2004-05, with its registered address at and my/our following interest in the property of the society, viz.

1) Flat No. 605, B-Wing with floor area Built Up/built-up/s-Built-up area 40.52 Sq. Mtrs. Built Up area , on the in the building known as DEV SHRUSHTI Chs Ltd. of the society which was allotted to me/us a member/s of the society with all fittings and fixtures.

2) All the amount standing to my/our credit on this day in the books of the said society towards deposits, loan, stock-Bonds, sinking fund, dividend and other amounts to which I/We am/are legitimately entitled in respect of my/our being the member of the society.

3) Further, I/We the said MRS. SONAL BIPINKUMAR MODI & MR. BIPINKUMAR BABULAL MODI do hereby declare that no one else except myself/ourselves has/have any claim or title to or charge upon the said Flat and that I/We hold myself/ourselves fully responsible for the same.

4) And, I/We the said MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN accept to hold the said shares, amounts in credit and the said Flat No. 605, B-Wing as allotted by the society to the said MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN along with all fittings and fixtures in the present conditions subject to the right existing at present and the liabilities to be discharged in future as per Bye-laws of the society.

All dues of the society in respect of the said Flat and the membership been fully paid this \_\_\_\_ day of \_\_\_\_\_ 2024.

In witness whereof I/We have hereunto set our hands.

MRS. SONAL BIPINKUMAR MODI \_\_\_\_\_

MR. BIPINKUMAR BABULAL MODI \_\_\_\_\_

(Name of the TRANSFERORS) Signature/s.

Name & address of witnesses :-

1) \_\_\_\_\_

Address :- \_\_\_\_\_

\_\_\_\_\_

MR. KISHORIBEN RAMANLAL JAIN \_\_\_\_\_

MR. PRITAM RAMANLAL JAIN \_\_\_\_\_

Name of the TRANSFEREES. Signature/s.

Name & address of the witnesses :-

1) \_\_\_\_\_

Address :- \_\_\_\_\_

\_\_\_\_\_

N. N. : The transfer application should be accompanied by membership application from the TRANSFEREES with an admission fee of Rupees Hundred only.

Place : Bhayander (West)

Date : 30/10/2024

ORIGINAL  
NOMINATION FORM

=====

APPENDIX NO. 14 {Under the Bye-Law Nos. 32}

For Society's  
Record

To,  
The Secretary/Chairman,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Dear sir,

I/We, MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN the registered members of the above said society, would like to submit the nomination as under.

- 1) I/We hold Five nos. fully paid up shares of Rs. 50 /- each fully paid-up, evidenced by Share Certificate No. 36, Dist. Nos. 176 to 180 issued by the

society and now transferred in our names.

2) I/We also hold the Flat No. 605, B-Wing, on Sixth Floor, having an area of admeasuring 40.52 Sq. Mtrs. Built Up area , in the building of the society known as DEV SHRUSHTI CHS LTD..

3) As provided under Rule 25 of the Maharashtra Co-op. Societies Rules, 1961, I/ we hereby nominate the person/s whose particulars are as given below:-

Sr. No.	Name/s of the Nominee/s	Permanent Address of the Nominee/s	Relationship with the Nominator	Share of the nominees if there is more than one Nominee (Percentage)	Date of birth of Nominee if a minor
1				— %	
2.				— %	
3.				— %	
4.					

4) As provided under Sec. 30 of The Mah. Co-Op. Soc. Act 1960 and Bye-laws No. 36 of the society, state that upon our death, the shares mentioned above and our interest in the above said flat, the details of which are given above should be transferred to the nominee/s, on his/her/their complying the provision of the Bye-laws of the society regarding requirement of admission to membership, and whose name will be indicated by all other nominee/s by giving joint application to the society. Other nominee/s shall be enrolled as Joint/Associate member unless indicated otherwise. The nominee/s has/ have to file an Indemnity Bond indemnifying the society against any claim made to the said shares and interest in the said flat.

5) As the nominee at Sr. No. \_\_\_\_ is minor, I/we do hereby appoint Shri./ Smt. \_\_\_\_\_ residing at Flat No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, his/her guardian/ legal representative during his/her minority to represent the minor nominee in matters connected with this nomination.

Place:- Bhayander (West).

Date:- 30/10/2024.

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN  
Signatures of the members

Witnesses:-

=====

Names of the witnesses with full addresses

(1) \_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_

Received back the original of Nomination Form.

(Hon. Secretary)

DEV SHRUSHTI Co. Op. Housing Society Limited

ORIGINAL

NOMINATION FORM

=====

To be delivered to the Member after recording nomination
---

APPENDIX NO. 14 {Under the Bye-Law Nos. 32}

To,  
The Secretary/Chairman,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Dear sir,

I/We, MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN the registered members of the above said society, would like to submit the nomination as under.

- 1) I/We hold Five nos. fully paid up shares of Rs. 50 /- each fully paid-up, evidenced by Share Certificate No. 36, Dist. Nos. 176 to 180 issued by the society and now transferred in our names.
- 2) I/We also hold the Flat No. 605, B-Wing, on Sixth Floor, having an area of admeasuring 40.52 Sq. Mtrs. Built Up area , in the building of the society known as DEV SHRUSHTI CHS LTD..
- 3) As provided under Rule 25 of the Maharashtra Co-op. Societies Rules, 1961, I/we hereby nominate the person/s whose particulars are as given below:-

Sr. No.	Name/s of the Nominee/s	Permanent Address of the Nominee/s	Relationship with the Nominator	Share of the nominees if there is more than one Nominee (Percentage)	Date of birth of Nominee if a minor
1				— %	-

2.				— %	
3.					
4.					

4.) As provided under Sec. 30 of The Mah. Co-Op. Soc. Act 1960 and Bye-laws No. 36 of the society, state that upon our death, the shares mentioned above and our interest in the abovesaid flat, the details of which are given above should be transferred to the nominee/s, on his/her/their complying the provision of the Bye-laws of the society regarding requirement of admission to membership, and whose name will be indicated by all other nominee/s by giving joint application to the society. Other nominee/s shall be enrolled as Joint/Associate member unless indicated otherwise. The nominee/s has/ have to file an Indemnity Bond indemnifying the society against any claim made to the said shares and interest in the said flat.

5) As the nominee at Sr. No. \_\_\_\_ is minor, I/we do hereby appoint Shri./ Smt. \_\_\_\_\_ residing at Flat No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, his/her guardian/ legal representative during his/her minority to represent the minor nominee in matters connected with this nomination.

Place:- Bhayander (West).

Date:- 30/10/2024.

MR. KISHORIBEN RAMANLAL JAIN  
MR. PRITAM RAMANLAL JAIN  
Signatures of the members

Witnesses:-

=====

Names of the witnesses with full addresses

(1) \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

Received back the original of Nomination Form.

(Hon. Secretary)

DEV SHRUSHTI Co. Op. Housing Society Limited

ORIGINAL

NOMINATION FORM

=====

Acknowledgeme  
t copy for  
Members

APPENDIX NO. 14{Under the Bye-Law Nos. 32 }

To,  
The Secretary/Chairman,  
DEV SHRUSHTI Co.op.Hsg.Soc.Ltd,  
60 Feet Road,  
Bhayander (West), Dist. Thane.

Dear sir,



I/We, MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN the registered members of the above said society, would like to submit the nomination as under.

- 1) I/We hold Five nos. fully paid up shares of Rs. 50 /- each fully paid-up, evidenced by Share Certificate No. 36, Dist. Nos. 176 to 180 issued by the society and now transferred in our names.
- 2) I/We also hold the Flat No. 605, B-Wing, on Sixth Floor, having an area of admeasuring 40.52 Sq. Mtrs. Built Up area , in the building of the society known as DEV SHRUSHTI CHS LTD..
- 3) As provided under Rule 25 of the Maharashtra Co-op. Societies Rules, 1961, I hereby nominate the person/s whose particulars are as given below:-

Sr. No.	Name/s of the Nominee/s	Permanent Address of the Nominee/s	Relationship with the Nominator	Share of the nominees if there is more than one Nominee (Percentage)	Date of birth of Nominee if a minor
1				— %	-
2.				— %	
3.					
4.					

--	--	--	--	--	--

4) As provided under Sec. 30 of The Mah. Co-Op. Soc. Act 1960 and Bye-laws No. 36 of the society, state that upon our death, the shares mentioned above and our interest in the abovesaid flat, the details of which are given above should be transferred to the nominee/s, on his/her/their complying the provision of the Bye-laws of the society regarding requirement of admission to membership, and whose name will be indicated by all other nominee/s by giving joint application to the society. Other nominee/s shall be enrolled as Joint/Associate member unless indicated otherwise. The nominee/s has/have to file an Indemnity Bond indemnifying the society against any claim made to the said shares and interest in the said flat.

5) As the nominee at Sr. No. \_\_\_\_ is minor, I/we do hereby appoint Shri./ Smt. \_\_\_\_\_ residing at Flat No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_, his/her guardian/  
 legal representative during his/her minority to represent the minor nominee  
 in matters connected with this nomination.

Place:- Bhayander (West).

Date:- 30/10/2024

MR. KISHORIBEN RAMANLAL JAIN  
 MR. PRITAM RAMANLAL JAIN  
 Signatures of the members

Witnesses:-  
 =====

Names of the witnesses with full addresses

(1) \_\_\_\_\_  
 \_\_\_\_\_

(2) \_\_\_\_\_  
 \_\_\_\_\_

Received back the original of Nomination Form.

(Hon. Secretary)

DEV SHRUSHTI Co. Op. Housing Society Limited

**TATA /ADANI**

From : MRS. SONAL BIPINKUMAR MODI TRANSFERORS.  
MR. BIPINKUMAR BABULAL MODI

Add : Flat No. 605, B-Wing, Sixth Floor, DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Dist. Thane.

To,  
\_\_\_\_\_

Sub : Request for Transfer of Meter No. \_\_\_\_\_  
Ref : Consumer No. \_\_\_\_\_

Dear Sir,

This is to inform you that I/We am/are holding a being Flat No. 605, B-Wing on the in society known as DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Dist. Thane which I/We have sold assigned and transferred along with all my/our rights, title and interest, deposits and benefits thereof to MR. KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN vide an agreement for sale entered between us and received entire consideration from him/her/them as per the agreement and I/We have put the above named PURCHASERS/s into possession of the said Flat for his/her/their enjoyment and occupation forever. In view of the above I/We request your goodselves kindly transfer the above meter with all deposits and benefits thereof in his/her/their name for which I/We do not have any objection.

Your Co-operation in the matter is highly appreciated.

Thanking you, Yours sincerely,  
Date :

.....  
MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
TRANSFERORS.

## MAHANAGAR GAS NIGAM

From: MRS. SONAL BIPINKUMAR MODI (TRANSFERORS/s.)  
MR. BIPINKUMAR BABULAL MODI

Date: / /

Add: Flat No. 605, B-Wing, Sixth Floor, DEV SHRUSHTI Co.op.Hsg.Soc.Ltd, 60 Feet Road, Bhayander (West), Dist. Thane.

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To,  
The Mahanagar Gas Nigam,

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Sub: Request for Transfer of Gas no. \_\_\_\_\_

Ref: Consumer no. \_\_\_\_\_

Dear Sir,

This is to inform you that I/We am/are holding a flat being Flat No. 605, B-Wing, Sixth Floor, Society known as DEV SHRUSHTI Co.op.Hsg.Soc.Ltd 60 Feet Road, Bhayander (West), Taluka and Dist. Thane 401101, which I/We have sold assigned and transferred along with all my/our rights, title and interest, deposits and benefits thereof to MR.

KISHORIBEN RAMANLAL JAIN & MR. PRITAM RAMANLAL JAIN vide an agreement for sale entered between us and received entire consideration from him/her/them as per the agreement and I/We have put the above named PURCHASERS/s into possession of the said flat for his/her/their enjoyment and occupation forever. In view of the above I/ We request your goodselves kindly transfer the above Gas with all deposits and benefits

thereof in his/her/their name for which I/We do not have any objection.

Your Co-operation in the matter is highly appreciated.

Thanking you,

Yours faithfully,

Date:

.....  
MRS. SONAL BIPINKUMAR MODI  
MR. BIPINKUMAR BABULAL MODI  
TRANSFERORS