## THIS 2 DAY OF SEPTEMBER, 2011

SVOV 6209

#### **DEED OF DECLARATION**

In respect of Flat No. 702, 7th Floor, Bandra Super Star Co-operative Housing Society

Limited, Plot No. 17, Perry Road, Bandra (West), Mumbal-400050,

#### EXECUTED BY

SHRI MAZHARUL HAQ CHOWDHRY &
SMT. NOORAFROZ MAZHARUL HAQ

THE DECLARANTS

## MANOJ K. BHATIA

ADVOCATE HIGH COURT

Off.: 403/A, OM PALACE, 4<sup>TH</sup> FLOOR, PLOT NO. 73, DR. AMBEDKAR ROAD, NEAR PALI HILL & UNION BANK OF INDIA, KHAR (W), MUMBAI-400052
TELEFAX: 022 2648 8500/02 # Cell: 98202 95222

## DEED OF DECLARATION

THIS DEED OF DECLARATION IS MADE AND EXECUTED AT MUMBAI THIS DAY OF SEPTEMBER IN THE CHRISTIAN YEAR TWO THOUSAND ELEVEN;

**BY** 

SHRI MAZHARUL HAQ CHOWDHRY & SMT. NOORAFROZ MAZHARUL residing at Flat No. 702, 7<sup>th</sup> Floor, Bandra HAQ, Both Adults, Indian In Limited, Plot No. 17, Perry Road, Super Star Co-operat called "THE DECLARANTS" Bandra (West), My giff to the context or meaning thereof (which expression s executors \_and respective heirs, be deemed to mea

administrators).

TO BUMBAY MERCANTILE CO-OIX IN HIVE DOWN WITH

MAHARASHTRA

समट मुद्राक फ्रीकिंग अल्ट्रा कायलेट लेंग्य खाली संपासले व एस.एम.एस./संबंधित मट गुमान नाम नाम तानावादा प्रमुख साधून, मेळू बरीबर आढळून आला. प्रापिकृत अधिकार्याशी दुरव्यनीयस्य संपर्क साधून, मेळू बरीबर आढळून आला.

राह. दुय्यम निवंधक अंधेरी - 🛭

Nature of Document

Registration Details

If Registrable, Name of S.R.Cr.

Franking Unique Plo

Consideration Arr

Name of the other Part

If through, Hame & Address

Stamp Duty Amt. In words)

Signature of Authorised Person with stamp

Rego

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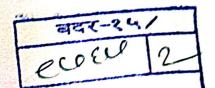
MR. Merchanul Hag Choudhay

Sme News altrol Mazharol Hag

FOR BOMBAY MERCANTILE CONSTERA

AUTHORIZED SIGNATORY SANTACRUZ BRANCH







#### WHEREAS:

- a) By Agreement dated 28<sup>th</sup> March, 1990 (hereinafter referred to as the "said agreement") executed between one MR, ARJUN S, JHANGIANI (therein referred to as the Transferor of the One Part) and SHRI MAZHARUL HAQ CHOWDHRY & SMT, NOORAFROZ MAZHARUL HAQ, being the Declarants herein (therein referred to as the Transferees of the Other Part), The Transferors therein sold and transferred unto The Transferees therein, a residential flat being Flat No. 702 admeasuring 950 sq. feet carpet area on the 7<sup>th</sup> Floor of the building known as "Super Star" of Bandra Super Star Co-operative Housing Society Limited, situated at Plot No. 17, bearing C.T.S. No. 6327 of Village Bandra, lying and being at Perry Road, Bandra (West), Mumbai-400050 and more particularly described in the schedule written hereunder (hereinafter referred to as the "said flat") and five fully paid 260/- bearing Distinctive up shares of Rs.50/- each aggregating to Nos. 96 to 100 (both inclusive) und Share Certificate 20 (hereinafter referred to as the "said shares") for the consideration and on the terms and conditions mentioned in the said Agreement, the Original whereof is annexed hereto. The said flat and the said shares are hereinafter for brevity's sake referred to as the "said premises".
- b) The said Agreement dated 28<sup>th</sup> March, 1990 is duly stamped and adjudicated under Case No. AS/2/8082/94.

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हादर-१५/ १७६८ 3 २०१४

- c) The Declarants herein could not register the said Agreement in respect of the said premises within four months from the date of its execution as required under The Indian Registration Act, 1908.
- d) The Declarants herein confirm the terms and conditions of the said Agreement and declare that the said Agreement is valid and subsisting.
- e) The Declarants herein are now admitting the execution of the said

  Agreement before the Sub-Registrar of Assurances, Mumbai Suburban

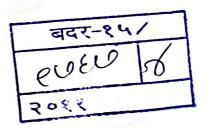
  District.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY THE DECLARANT HERETO AS FOLLOWS:

- The said Agreement dated 28<sup>th</sup> March, 1990 (executed between one MR. ARJUN S. JHANGIANI (therein referred to as the Transferor of the One Part) and SHRI MAZHARUL HAQ CHOWDHRY & SMT.

  NOORAFROZ MAZHARUL HAQ being the Declaration herein (therein referred to as the Transferees of the Other Part) in respect of the said premises is valid and subsisting.
- The Declarants herein being the owners of the said premises are now admitting the execution of the said Agreement before the Sub-Registrar of Assurances, Mumbai Suburban District under this Deed of Declaration.

NA



## SCHEDULE OF PROPERTY REFERRED ABOVE TO:

Flat No. 702 admeasuring 950 sq. feet carpet area on the 7<sup>th</sup> Floor of the building known as "Super Star" of Bandra Super Star Co-operative Housing Society Limited, situated at Plot No. 17, bearing C.T.S. No. 2327 of Village Bandra, lying and being at Perry Road, Bandra (West), Mumbai-400050 in the Registration District of Mumbai and Sub-District of Mumbai Suburban.

NA

In witness whereof the Declarant hereto has hereunto set and subscribed

his hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE

WITHINNAMED DECLARANTS

SHRI MAZHARUL HAQ CHOWDHRY & )

SMT. NOORAFROZ MAZHARUL HAQ )

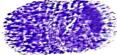
ON SOLEMN AFFIRMATION

In the presence of

Alar Akram Khan

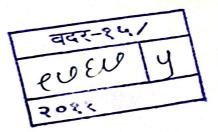
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करनिर्धारण व संकलन खाते

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2011-2012

सहायक करनिर्धारक व संकलक

H/West' Ward, Municipal Office Building, St. Martins Rd., , Behind Bandra Police Station, Bandra (W), Mumbai 400 050

BANDRA SUPER STAR CO LTD PLOT NO 17, PERRY ROED BANDRA,

कमांक,सदिनका क्रमांक, इमारतीचे नाव / विंग,सी.टी.एस. क्र./ प्लॉट क्र. गावाचे नाव, मार्ग क्र., मार्गाचे नाव, ठिकाण, मालमत्तेचे वर्णन, करदात्यांची नावे : मान, सुदानव के ताल प्रति । Marie प्रति । Ma

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आयकर विभाग INCOME TAX DEPARTMENT

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मारत सरकार GOVT OF INDIA

MAZHARUL HAQ HAJI ABDUL HAQ CHOUDHRY HAJI HAQ ABDUL HAQ CHOUDHRY

09/07/1945
Permanent Account Number

ADFPC4641M

Signature

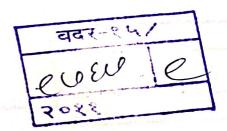
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If this cord is lost/someone's lost card is found, please inform/return to:
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Prine 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nidl.co.in





रेथार्व सेरवा रंख्या - IPERMANENT ACCOUNT NUMBER AADPC2403J





TH MAME NOORAFROZ MAZHARULHAQ CHOUDHRY

पिता का नाग /FATHER'S NAME WAZEER HUSAIN WAHEEDAHMED

जन्म तिथि /DATE OF BIRTH 02-08-1947

आयकर आयुक्त (कम्प्यूटर केन्द्र)

Commissioner of Income-tax (Computer Operations



इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें आयकर आयुक्त (कम्प्युटर केन्द्र), सी-13, प्रत्यक्षकर भवन,

बांद्रा-कुर्ला कॉम्प्लेक्स,

मुंबई - 400 051.

In case this card is lost/found, kindly inform/return to the issuing authority:

Commissioner of Income-Tax (Computer Operations),

C-13, Pratyakshakar Bhavan, Bandra-Kurla Complex.

Mumbai - 400 051.

## BANDRA SUPER STAR CO-OP. HOUSING SOCIETY LTD.

(Reg. No. BOM/HSG/5103 of 1977)

Plot No. 17, Perry Road, Bandra (West), MUMBAI-400 050.

#### PUBLIC NOTICE

Notice is hereby given to the general public that Shri M.H. Chowdhary and Smt. Noor Afroz Mazarhul Haq. members of our Society in respect of Flat No. 702 in the building of the Selety, have informed the Joulety III willing that the Original Share Certificate in respect of the said flat, viz. Share Certificate No. 20 in respect of 5 (five) shares of Rs. 50/- (Rupees Flfty) each, bearing distinctive Nos. 96 to 100 (both Inclusive) has been misplaced and is not a duplicate certificate in lieu of the lost certificate.

Now by this public notice the Society calls upon any person / persons having any claim / objection to the issue of a duplicate share certificate, they may submit the same in writing to the undersigned within FIFTEEN days from the date of publication hereof, either by hand delivery against proper written acknowledgement by the undersigned or by Registered Post A.D. only, at the address hereinabove. Any claims received after the explry of 15 days will not be entertained and shall be deemed to be null and void. The duplicate as indicated above.

For Bandra Super Star Co – operative Housing Society

K. N. Salgaonkar Honorary Secretary

Date:

Rest No. BOM/Hx(...ing) SOCIETY OF 177, OCT 177,

बदर-१५/ ८७६५ 99 २०४१

## BANDRA SUPER STAR CO - OPERATIVE HOUSING SOCIETY LIMITED ( Reg. No. BOM / HSG / 5103 of 1977 )

BILL

For the Quarter April to June 2011

Bill No. AJ / 2011 / 702

To Mr & Mra. M. H. Chowdhary

Bill Date : April 15, 2011

Of Flat No 702

Please pay Arroars + Interest (If any ): IMMEDIATELY

the attended to the second

Please pay for this Quarter by July 10, 2011

SR. NO.	MEMBER'S CONTRIBUTION FOR	RUPEES	RUPEES	
1	Municipal Tax for Flat ( + Garage, if any )	1	722	, . , .
2	Water Charges		402	( )
, 3	Service Charges	1	3,699	107 1
4	Building Maintenance		864	3
5	Lift Maintenance		459	9
. 6	Insurance Premium	1	10	8
7	Sinking Fund		1	STATE OF THE PARTY OF
	Major Repair Fund			S A CONTRACTOR OF THE PARTY OF
(	Parking Charges		E SEN OF	
¥ .	то	TAL		के जिल्लाम
	Arre	ars	0	SUBUBBAN STATE
1	Inte	erest	0	0
1257	TOTAL PAY	ABLE	7	,907

d Nine Hundred Seven Only

For Bandra Super Star Co - operative Housing Society Limited

Treasurer

बदर-१५/ eu( 92

# BANDRA SUPER STAR CO - OPERATIVE HOUSING SOCIETY LIMITED (Reg. No. BOM / HSG / 5103 of 1977)

BILL

For the Quarter July to September 2011

Bill No. JS / 2011 / 702

To Mr. & Mrs. M. H. Chowdhary

Bill Date: August 19, 2011

Of Flat No 702

Please pay arrears and Interest, if any, IMMEDIATELY

Please pay for this quarter by October 10, 2011

SR. NO.		_,		
SR. NO.	MEMBER'S CONTRIBUTION FOR	RUPEES	RUPEES	3
1	Municipal Tax for Flat ( + Garage, if any )			-
2	Water Charges		72	22
3	A STATE OF THE STA		26	31
4			3,2	25
5		, i	4	32
6	Insurance Premium	*	8	304
7	Sinking Fund			105
8	Major Repair Fund			
9	Parking Charges			SALE O
1	ТОТА	Ĺ	7	202
	Arrears		<b>o</b>	
	Intere	st	0 .	
Ť.	TOTAL PAYAB	LE		7,20
kupees Se	ven Thousand Two Hundred Two Only		V	

For Bandra Super Star Co - operative Housing Society Limited

Treasurer

बदर-१

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TO THE STREET

SUSUBBAN BEST

Het.

## Municipal Corporation of Greater Mumbai

## Property Tax Information System

Home

SECY BANDRA SUPER STAR CO , OP H S LTD PLOT NO 17 , PERRY ROED BANDRA MIMBAT 400050 ROED BANDRA , MUMBAI 400050

Logout

Property Information

Property Code:

SAC No. : 441/0505560020000

Property Description: HW-1850 17, PERRY ROAD HOUSE WITH OUT HOUSE MUMBAI-400066

User Category : Rosidentia

Construction Type:

Age Range :

Current Ratable Value: 80980

CS/CTS/Survey Code:

TWR No.:

TWR Date:

Insp Date:

First Date of Assessment:

Zone:

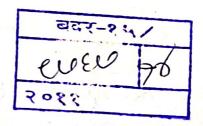
Sub-Zone: WATTO HAV

Plot No:

Home

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आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT OF INDIA

SWAPNIL AVINASH RAUT

AVINASH PANDURANG RAUT

14/03/1990 Permanent Account Number

ANTPR2757D











दुय्यम निबंधकः 02/09/2011 वदर15 दस्त क्र 9767/2011 दरत गोषवारा भाग-1 सह दु.नि.का-अंधेरी 4 4:52:53 pm दरत क्रमांक : 9767/2011 हरताचा प्रकार: घोषणा पत्र अनु क्र. पक्षकाराचे नाव व पत्ता नावः मजहरुल हक चौधरी - -पक्षकाराचा प्रकार अंगठ्याचा उसा नावः मजहरुत नः सदनिका क्रं 702, 7वा मजला, सुपर लिहून घेणार छायाचित्र क्ताः पर्वतः सुपर रटार को ऑप ही सो लि, प्लॉट नं 17, पेरी रोड, बांद्रा प मु-50 वय गल्ली/रस्ताः -68 ईमारतीचे नावः -सही ईम नावः नूरअफरोज मजहरुल हक - -2 <sub>पत्ताः</sub> घर/फ्लॅट नंः वरिलप्रमाणे लिहून घेणार गल्ली/रस्ताः -ईमारतीचे नावः -वय ईमारत नं: -Noon Afrag पेठ/वसाहत: -शहर/गाव:-तालुकाः -पिन: -पॅन नम्बर: -नावः - - -पत्ताः घर/फ़्लॅट नं: -लिहून देणार गल्ली/रस्ताः -ईमारतीचे नावः -वय ईमारत नं: -उपलब्ध नाही उपलब्ध नाही सही पेट/वसाहत: -



शहर/गाव:-तालुका: -पिन: -पॅन नम्बर: -

> बदर-१५/ २०११ १०११



## ACREEMENT FOR SALE

सहपत्र नोंदण्यात आले नाही

THIS AGREEMENT made at Bombay this day March, 1990 BETWEEN SHRI ARJUN S. JHANGIANI, Indian Inhabitant of Bombay, hereinafter referred to as the "Transferor" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the One Part AND SHRI MAZHARUL HAQ CHOWDHRY and SMT. NOORAFROZ MAZHARUL HAQ, Indian Inhabitants of Bombay, hereinafter referred to as the "Transferees" (which expression it be repugnant to the co meaning thereof be deemed to mean include their eirs, executors, pors and as in of the Other Part: administ

WHEREAS the Transferor is a member of

... 2/-.

m- (12

6857892 | 5-10-96.

BANDRA

FIG. 75 2 8082 94

RECEIVED from Wr. Mazharul Haq Chowdhar ISH 000 - One Lac-

CERTIFIED under Sec. 41 of the Bomber

Stamp Act. 1958, 1811, the proper Stamp duty
Stamp Act. 1958, 1811, the proper Stamp duty
Supers 1, 84,000 - One Lac-

Eighty Four Thousanderd penalty appear a50 1- Two hundred

Thy and have been paid in respect

COLUCTION NOW .

13 17 1 72-12 -

the BANDRA SUPERSTAR CO-OP. HOUSING SOCIETY and he owns 5 (Five) shares of the said Society bearing distinctive Nos. 96 to 100 as per Share Certificate No. 20 AND WHEREAS the said Society is the owner of an immovable property consisting of land with Euildings and other structures standing thereon known as SUPER STAR Building.

AND WHEREAS the Transferor by virtue

of his Membership of BANDRA SUPER STAR CO-OP.

HOUSING SOCIETY and owning 5(Five) shares

of the said Society has been allotted flat

No. 702 on 7th floor of the Building known

as SUPER STAR situated at Plot 70, Perry Road,

Bandra (West), Bombay-400 050 as incident

2082 DC

... 3/-.

to the Transferor owning the said 5 (Five)

AND WHEREAS the said SHRI ARJUN S.

JHANGIANI has fully paid the price and/or
consideration deposits, sharemoney etc.

due and payable by him to the said Societte

there is no and the said Society.

membership of the Transferor and the payments made by him to the Society as consideration, the Society has put the said Transferor in possession of the said Flat No. 702 on 7th floor of the said building.

agreed to sell and transfer to the

Transferees all his rights in the said

Share Certificate of the said Society

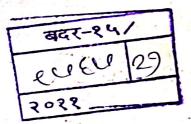
for the consideration hereunder set out
and after the Transferees pays to the
Transferor the said consideration money
in full, the Transferor will sell and
assign in favour of the Transferees all
his rights in the said Share Certificate
and thereupon the Transferees will be
entitled to all the incidents of the
said shares and the Transferees will
become a member of the said Society and
thereafter be entitled to be

allotted (by the said Society) all the rights to use and occupy the said flat as the member of the said Society.

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

transfer and assign to the Transferees and the Transferees have agreed to purchase acquire take over and accept the transfer of all the rights in the said Share Certificate representing five fully paid up shares of the face value of Rs. 50/- each bearing distinctive Nos. 96 to 100 (both inclusive)

BANDRA SUPER STAR CO-OP. HOUSING SOCIETY at or for the total consideration of Rs. 23,50,000/- (Rupees Twenty Three Lakhs and Fifty thousand only) to be paid as



(a) Rs. 2,30,000/- (Rupees Two
Lakhs Thirty Thousand only)
to be paid on or before
execution of these presents
as and by way of earnest
money or deposit (the payment
and receipt whereof the
Transferor doth hereby admit
and acknowledge at the foot
of these presents.

(h) p-3

hereunder provided.

Thousand only) to be paid at the time of handing over peaceful possession of the flat and at the time of completion of the sale as set out hereinbelow.

The Transferees shall make the payment balance sum of Rs. 21,20,000/- (Rupees of One Lakhs and Twenty Thousand only)

Twenty order of the Bank and the sale shall immediately on completion to following:
of following:-

(i) The necessary permission a poroval granted and/or No
Objection Certificate issued
under the Income-tax Act, 1961.

(ii) No Objection Certificate from
the said Society to transfer
all the rights in the said
Share Certificate in favour
of the Transferees. The
Transferor shall also obtain
No Due Certificate from the 3000
Society.

3) The Transferor and the Transferees XXC

as amended from time to time are applicable to the transfer of the said flat as the apparent consideration for the transfer of the said flat does exceeds Rs. Ten Lakhs. It is therefore agreed between the parties as under:-

(a) This agreement for transfer by way of sale of the said shares along with the incidental rights thereto shall be treated as an

parties as contemplated by and under the provision of the said Chapter XXC until the NOC as provided for and/or contemplated under section 269 UL of the said Act is granted by the Appropriate Authority appointed under

within the prescribed period furnish to the Appropriate Authority a statement in Form No. 37-I accompanied by a copy of this agreement as contemplated by sub-section 2 and 3 section of 269 UC of the said Act.

the said Act.





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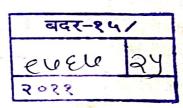
... 7/-.

- (c) due despatch supply and furnish to the Appropriate Authority all documents papers and information that may be called for and/or required by Authority of and relating to the said property and the transaction contemplated by this Agreement.
- (d) If the Appropriate Authority makes an order for the purchase by the Central Government of the said share along with incidental rithereto provided for by and specific section 269 UD of the said and in such event.
  - come to an end forthwith on making of the said order and all rights, and obligation created by either party in a related by either shall profession also be deemed to have been relagated to the same position as it stood prior

(ii) Immediately upon the offer for purchase of the said shares along with incidental rights thereto the Transferor shall refund/repay to the purchasers the said amount of %. 2,30,000/-(Rupees Two Lakhs Thirty Thousand only) deposited with them as per clause I(a) above.



(iii) The party receiving such order or first receiving such order shall forthwith communicate about the receipt of the said order to the other party together with a copy of the said order duly certified to be true.



(iv) Subject to the refund/
repayment of the said sum
of %s. 2,30,000/- (Rupees
Two Lakhs Thirty Thousand
only) by the Transferor
to the Transferees as provided
hereinabove the amount of
consideration for purchase
by Central Government of
the said property shall
absolutely and

and be the property of Transferor and shall be receivable by the Transferor alone who on receiving full amount of consideration shall be obliged to hand over to the Appropriate Authority, vacant and peaceful possession of the said flat. This agreement has been entered इंदर-१५/ into between the parties 100eto hereto subject to the provisions contained in | २०११ this clause.

Authority the sale shall be completed of the Transferor signing necessary transfer firms application and all other necessary form, documents and agreement for the transfer of the said rights in the said Share Certificate in favour of Transferees and handing over peaceful possession of the said flat to the Transferees against the payment of the balance consideration.

- The Transferees agrees to become member of the said Society and to abide by the bye-law and the rules and regulations of the said Society.
- 6) On the transfer of the said rights in the said Share Certificate the Transferees shall be entitled to hold the said Share Certificate and

declares that he has not made any commitment for sale or other alienation of the said rights in the said Share Certificate with or to any one else.

- 13) The Transferor do hereby declares that the said flat is in his exclusive occupation and no one else has any claim demand or right in any nature whatsoever.
- 14) The transfer fees payable to the Society or any Society charges if any for the transfer shall be borne and paid by both the parties equally.
- 15) The Stamp Duty, Legal Fees and other expenses in respect of this Agreement if any will be borne and paid by the Transferees only.

IN WITNESS WHEREOF the Transferor and the Transferees hereunto set and subscribed their respective hands the day and year first hereinabove written.

2020 2e

SIGNED AND DELIVERED by the withinnamed Transferor SHRI ARJUN S. JHANGIANI in the presence of . Kan Challerane.

( Instant

SIGNED AND DELIVERED by the

SIGNED AND DELIV

× By

SIGNED AND DELIVERED by the withinnamed Transferee withinnamed Transferee SMT. NOORAFROZ MAZHARUL HAQ in the presence of the same of the presence of the prese

X Noon Afrag

#### RECEIPT

and SMT. NOORAFROZ MAZHARUL HAQ a sum of the sum of the

Date Cheque No. Amount

Drawn on

Drawn on

Anglin

March 181615. 4, 2, 30, 000 = Indian Bank.

Thought

ever BD RECEIVED.

SHRI ARJUN S. JHANGI