

5 September, 2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 2

दस्त क्रमांक : 8707/2013

नोदंणी 63 Regn. 63m

गावाचे नाव : घाटकोपर

(1) विलेखाचा प्रकार

(2) मोबदला

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

टान्सफर डीड ₹.28,800,000/-

₹.9,898,642/-

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

(5) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश<sup>भ</sup>असल्यास,प्रतिवादिचे नाव

(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा

असल्यास,प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

(11) अनुक्रमांक,खंड व पृष्ठ

(14) शेरा •

दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश

2a, 4e, पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : सदनिका नं: शॉप 1, माळा नं: तळ मजला, इमारतीचे नाव: मेफेअर सींफोनी स्त्रींगस् को ओ सोसायटी ली, ब्लॉक नं: पार्क साईट, रोड : विक्रोळी पश्चिम, इतर माहिती: वन ओपन कर पार्किग ए विंग 82.42 चौ.मीटर

1) नाव:- मुनलाइट होल्डींग चा पार्टनर अनिरूद्ध अरुण शेठ ;वय: 45;

पत्ता :-प्लॉट नं: शॉप 9, माळा नं: -, इमारतीचे नाव: कामना सोसायटी, ब्लॉक नं: 1 एस के बोले रोड, रोड नं: प्रभादे

पिन कोड:- 400028

पॅन नंबर: AAQFM4545A

2) नाब:- मुनलाइट होल्डींग चा पार्टनर शेषराव डी अरमाळ ;वय: 70;

पत्ता :-प्लॉट नं: शॉप 9, माळा नं: -, इमारतीचे नाव: कामना सोसायटी, ब्लॉक नं: 1 एस के बोले रोड, रोड नं: प्रभादे

पिन कोड:- 400028

पॅन नंबर: AAQFM4545A

3) नाव:- मुनलाइट होल्डींग चा पार्टनर सनील द्वारकानाथ संझगिरी ;वय: 29;

पत्ता :-प्लॉट नं: शॉप 9, माळा नं: -, इमारतीचे नाव: कामना सोसायटी, ब्लॉक नं: 1 एस के बोले रोड, रोड नं: प्रभादे

पिन कोड:- 400028

पॅन नंबर: AAQFM4545A

1)नाव:- अभ्युदय को ऑप बँक ली तर्फे चेयरमेन सीताराम सी घनदाट व मॅनेजिंग डायरेक्टर विजय एस मोर्ये तर्फे कु

पिन कोड:- 400012;

पॅन नं:- AAAAA0300L;

04/09/2013

04/09/2013

8707/2013

₹.1,440,000/-

₹.30,000/-

रूपाली उपाध्ये ; वय:38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: के के टावर, ब्लॉक नं: अभ्युदय बँक लेन ऑपज़िट जी डी आंबेकर माग् परेळ, महाराष्ट्र, मुम्बई.;



निबंधक कुर्ला - २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

Null

भुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

पावती

Original/Duplicate

Wednesday, September 04,2013

नोंदणी क्रं. :39म

12:21 PM

Regn.:39M

पावती क्रं.: 10490

दिनांक: 04/09/2013

गावाचे नाव: घाटकोपर

दस्तऐवजाचा अनुक्रमांक: करल2-8707-2013

दस्तऐवजाचा प्रकार : ट्रान्सफर डीड

सादर करणाऱ्याचे नाव: अभ्यदय को ऑप बँक ली तर्फे चेयरमेन सीताराम सी घनदाट व

मॅनेजिंग डायरेक्टर विजय एस मोर्ये तर्फे कु मु म्हणून रूपाली उपाध्ये

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

पृष्ठांची संख्या: 71

रु. 1420.00

रु. 31420.00

आपणास मूळ दस्त ,थंबनेल प्रिंट व सीडी अंदाजे 12:39 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.9898642 /-

भरलेले मुद्रांक शुल्क : रु. 1440000/-

मोबदला: रु.28800000/-

सह दुख्यम निबंधक कुर्ला - २ मुंबई उपनगर जिल्ला

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 003221 दिनांक: 29/08/2013

बँकेचे नाव व पत्ता: Other Than the List 2) देयकाचा प्रकार: By Cash रक्कम: रु 1420/-

ORIGINAL REGISTERED DOCUMENT DELIVERD ON

6 SEP 2013

For ABHYUDAYA CO-OP. BANK LTD.

MR. RAJESH D. SHELAR Authorised Signatories Vash Navi Mumbai - 400 705.

ABHYUDAYA CO-OP. BANK LTD. VASHI BRANCH ABHYUDAYA BANK BUILDING. SECTOR 17, VASHI, NAVI MUMBAI-400 705.

D-5/STP(V)/C.R.1053/05/06/ 180-183



उमट मुद्रांक फ्राँकिंग अल्ड्रा व्हायलेट लॅंप खाली तपासले व एस्ड्राज्याएस. / स्विधीत प्राधिकृत अधिका पाशी पुरस्कानीयकन संपर्क साधून, मेल बरोबर आहळून आला.

करल-२ < 4000

## **Deed of Transfer**

THIS Deed of Transfer made at Mumbai on this ... Sept 2013;

#### **BETWEEN**

M/s. MOONLIGHT HOLDINGS, a Partnership Firm having P.A. No. AAQFM4545A, a Firm, registered under the Indian Partnership Act, 1932, having corporate office at Shop No.09, Kamana Society, 1, S. K. Bole Road, Praphade Mumbai - 400 028, through it's Partners:-

- Mumbai, Indian (i) Mr. Aniruddha Arun Sheth, PAN ACXPS6804P, adult of Inhabitant, residing at 501, Padma Prabhu Apartment, 11 44 Veer Marg, Prabhadevi, Mumbai - 400 028,
- (ii) Dr. Sheshrao D. Armal, PAN No.AAAPA5935C, adult, Indian Inhabitant, res at 403, Gautam Sindhu Apartment, Near Hari Niwas Circle, Thane 400 602 and
- (iii) Mr. Saneel Dwarkanath Sanzgiri, PAN No. BMAPS8108L adult of Mumbai, Indian Inhabitant, residing at Ground Floor, Hendre Castle, Gokhale Road, Dadar (West), Mumbai - 400 028,

hereinafter called the "THE TRANSFEROR" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the Partners for the time being and from time to time constituting the Firm and Survivor / Survivors of them and the heirs, legal representatives, executors, administrators, successors

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खातेदाराची प्रत / Party Copy अभ्युदय को-ऑप. बॅक लि. (मल्टी-स्टेट शेड्युल्ड बँक)

ABHYUDAYA CO-OP. BANK LTD. (Multi-State Scheduled Bank)

ाखा /	Br.	दिनांक	/	Date

मुद्रांक शुल्क रु. 114 Stamp Duty ₹

सेवा आकारणी शुल्क Service Charges ₹

एकुण रु./Total ₹ अक्षरी रु./Amount in Words

Documents Name of Stamp duty MORY DOMA

/PAN No. AARAA 0300 V

त्ता आणि टेलि.नं./Address & Tel. No.

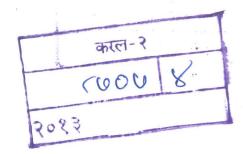
समोराच्या पक्षकाराचे नाव / Month Name of counter party कॅश क्रेडीट/चालु/बचत् खाते क्र./

CC/CD/SB A/c. No. व्यवहाराच्या उद्देशाचे कारण् / क्रिकेटि Purpose of transaction धनादेश ने ऑर्डर स्था बद्दाचा काढला आहे त्या बँकेचे नांव व शास्त्रा / Name of the Drawee Bank & Br.

डीडी/पे ऑर्डर/ चेक नं./. D.D./P.O./Chequer ABITHINAYA CO-OP. BANK LTD.

रोखपाल / Cashier MR. तिर्मालनेड व अधिका-याची सही / मुद्रांक केलेले दस्तऐवज घेण्यास विस्ति हो अनुस्ति कार्य के आहे. / This Counter of the interest of delivery of stamps Subject to Delivery of stamps document on next working day.

17/13 5°S



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& Address)	
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मुद्राके अञ्चलनी सम्बन्ध (Stamp Duty Amt.)	in words
अभिकृत अधिकाऱ्यान्डे भूगं स्वाक्षरी व सिक्का	FOT ABHYUDAYA CO-OP. BANK LTD.
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	A CONTRACTION OF THE PROPERTY
8	MR. RAJESH D. SHELAR
	MR. RAJESH D. SHELMS Authorised Signatories Vesh Navi Mumbai * 490 704
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Purchasers of the "MAYFAIR SYMPHONY SPRING" have collectively formed the said Society.

- (e) The Transferor is entitled to sell, transfer, convey and assign all their right, title and beneficial interest in the said Shop in the said Society and undertakes and agrees to transfer in the name of the Transferee, the Shares/Share Certificate that would be allotted/issued by the said Society in favour of the Transferor in due course of time as mentioned in clause (c) and (e) mentioned hereinabove
- (f) As per the joint measurement conducted in the presence of Transferor and the Architect of the Transferee, the total carpet area of the said Shop is 739 Sq. ft. which shall henceforth be mentioned in the Schedule and in the contents of the Agreement contained hereinunder.
- The Transferee has agreed to purchase and acquire from the Transferor all the right, title and interest of the Transferor in the said Shop in the said Society, with one Car Parking Space alongwith the prospective Shares/Share Certificate (that would be allotted/issued to the Transferors as mentioned in clause (c) and (e) hereinabove) free from all encumbrances and reasonable doubts, which the Transferor has agreed to do upon the terms and conditions recorded hereinafter;

# NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:—

- 1. That the Transferor hereby agrees to sell, transfer, convey and assign their right, title and interest in Shop No. 1 admeasuring 739 sq. ft. (carpet area) on the ground floor of the building known as "Mayfair Symphony Spring" situated at Parksite, Godrej Hiranandani Road, Village Ghatkopar, Taluka Kurla belonging to Mayfair Symphony Spring Co-operative Housing Society Limited and also one Car Parking Open Space to the Transferee as also all the benefits directly and/or indirectly attached to the Shop No.01 alongwith one car parking space, free from all encumbrances and reasonable doubts for the total consideration of ₹2,88,00,000/- (Rupees Two Crores, Eighty Eight Lacs Only) to be paid in the following manner:—
- (a) A sum of ₹ 2,73,60,000/- (Rupees Two Crores Seventy Three Lakh Sixty Thousand Only) paid as and by way of earnest money on execution and registration of these presents (the payment and receipt whereof the Transferor hereby admits and acknowledges) alongwith simultaneous possession of the Shop No.01 and the car parking space;

The amount of ₹ 2,73,60,000/- (Rupees Two Crores Seventy Three Lakh Sixty Thousand Only) is paid after deduction of ₹ 2,88,000/- (Rupees Two Lakhs Eighty Eight Thousand Only) being Tax @ 1% on the total amount

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of Consideration of ₹ 2,88,00,000/- (Rupees Two Crores, Eighty Eight Lakhs Only). Hence the net amount of ₹ 2,70,72,000/- (Rupees Two Crores, Eighty antight Lacs Only) is paid.

(b)() The balance consideration of ₹14,40,000/- (Rupees Fourteen Lakhs Forty
Thousand Only) to be paid on transfer of the Shares/Share Certificate and
admission of the Transferee as a member of the Society.

- 2. The Transferor shall apply to the said society for Transfer of the said Premises and the transfer of the prospective shares/Share Certificate [that would be allotted/issued to the Transferor as mentioned in clause (c) and (e) hereinabove] along with the required documents to the name of the Transferee.
- 3. The Transferor has paid all the electric charges till date and shall transfer the Electric Meter No. 07913628 bearing Account No. 150963037 in the name of the Transferee and shall sign all necessary documents, applications, forms, writings, papers etc as may be required to get the electric meter transferred in the name of the Transferee.

At the time of completion of the sale:

The Transferor shall by an appropriate writing resign as the member of the said Society and request the said Society to admit the Transferee as member of the said Society in place of the Transferor;

- (b) The Transferee shall apply to the said Society to become member of the said Society;
- (c) The Transferor and the Transferee shall duly complete and sign the requisite transfer forms and other relevant forms, declarations for transfer of the prospective Shares/Share Certificate (that would be allotted/issued to the Transferor) from the names of the Transferor to the name of the Transferee and
- (d) The Transferor shall also execute a proper Deed of Transfer if needed recording completion of sale in the format approved by the Transferee.
- (e) The Society Transfer fees shall be paid by Transferor and Transferee equally.
- 5. The Transferor doth hereby covenant with the Transferee as follows:—
- (a) That the Transferor has duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings, taxes, rates, maintenance charges etc. payable to the said society and/or the authorities upto the date hereof and shall pay all the dues till the completion of sale and hereby indemnify the Transferee for the same;

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- That the Transferor is the sole and absolute owner and beneficiary of the said premises duly standing in the name of the Transferor in the books and all other records of the said society and is absolutely entitled to the same and to all incidental rights thereto and to exclusive rights to the use, enjoyment and occupation of the said Premises and except the Transferor no other person or persons have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said premises;
- (c) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Transferor or any person or persons lawfully and equitably claiming by, from, through, or in trust for the transferor, the Transferor has full power and absolute authority in their own right to transfer the said premises and to relinquish and transfer all their rights, title and interest therein in favour of the Transferee;
- (d) That neither the Transferor nor any person/s on its behalf has committed or omitted any act, deed, matter or thing whereby its possession and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the said Premises and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the shares (whether currently issued/allotted or not) and the said premises and their other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order, of the Competent Court or otherwise;
- (e) That the Transferor has not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the said premises and no other person or party has/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 of any kind whatsoever and further that the transferor shall so long as this agreement is valid, not enter into any agreement/writing with any third party for creating any right of whatsoever nature in respect of the said premises;
- (f) That the Transferee shall on upon possession of the said premises be entitled to hold and own the said Premises [including the prospective shares/Share Certificate (as and when issued and transferred to the name of the Transferee)] and all incidentals thereto including the right to enter upon and remain in sole occupation and enjoyment of the said Premises and/or any part thereof in the Transferee's own right without any interference disturbance, interruption, claim or demand whatsoever and/or any person or persons lawfully and equitably claiming by, from, through, under or in trust for the Transferor;

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- That the Transferor has duly complied with, observed, performed with all the Rules, Regulations and Bye-Laws of the said Society and that the Transferor has neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the said Society nor are there any actions or proceedings pending against the Transferor instituted by the said Society or any member of the said society in respect of the said premises including any notice or action for expulsion or termination of the Transferor as the member of the said society;
- (h) That the Transferor has not received any notice for acquisition or requisition of the said Shop and
- (i) That the Transferor herein doth hereby indemnify and keep indemnified the Transferee against any defect in title, omission, or mischief of any person wrongfully claiming any right, title or beneficial interest in the said Premises and/or the said shares or compensation, claim, demand, fines, penalties, costs, charges and expenses or any other liabilities whatsoever made or brought, against or incurred, suffered, levied or imposed pursuant to the transfer thereof under the terms of this Agreement and/or by reason or by virtue of non-performance and non-observance of any of the terms and conditions of the Agreement, covenants and provisions.
- Premises including all rates, taxes and charges for consumption of electricity, water etc. and all dues and charges payable to the said Society/Authority till the date of completion of this sale and the Transferee shall bear and pay all such outgoings, dues and charges to the said Society/Authority from the date of completion of sale and receiving possession of the said Premises.
  - The Transferor shall also transfer in favour of the Transferee the amounts standing to their credit in the deposits, if any, or the sinking fund maintained by the said society and for that purpose, the Transferor shall sign and execute all necessary applications and other assurances as may be necessary or as may be determined or required by the said society.
- 8. The Transferee doth hereby agree and covenant to become member of the said society and to abide by and observe and perform all the rules and regulations and bye-laws in force of the said Society from time to time.
- 9. The Transferor shall sign and execute in favour of the Transferee necessary applications, forms, deeds and other documents or writings as may be reasonably required by the Society for transfer of the said shares and the said Premises and right to possess, use, occupy and enjoy the said Premises in favour of the Transferee and for implementing the terms of this agreement.

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- 10. The Transferor shall duly obtain the share certificate from the said society as and when the Share Certificate from the said society is issued by the said Society and shall sign all necessary applications, writings, forms and documents to get the Share Certificate transferred in the name of the Transferee and shall extend all co-operation as may be necessary to get the transferee admitted as the member of the said society.
- 11. The stamp duty, and registration charges, shall be borne and paid by the Transferee only. The parties have also agreed to pay and bear equally the transfer fees of the said Society for the transfer of the said premises in favour of the Transferee. The Transferor hereby also authorizes the Transferee to pay their share of transfer fees etc. as aforestated directly to the Society out of the consideration payable to them by the Transferee as provided under this Agreement.

## **SCHEDULE ABOVE REFERRED TO:**

(The detailed description of the said Shop along with C.T.S. number)

Commercial Premises, being Shop No.01, admeasuring 739 sq. ft., (carpet area) on Ground Floor, along with one open Car Parking Space in "A" Wing of the Building known as "Mayfair Symphony Springs" in Mayfair Symphony Springs Co-op. Hsg. Society Ltd., constructed on land admeasuring 2051.2 sq.mtrs. or thereabouts, bearing Survey Nos.143/2 (pt), 143/5 (pt), 141 (pt), CTS No.2A/4E of Village Ghatkopar, Taluka Kurla, in the Registration Sub-District and District of Mumbai Suburban District, within the limits of Brihanmumbai Mahanagarpalika "S" Ward, situated at Park Site, Vikhroli (West), Mumbai – 400 079 and bounded as under:-

On or towards the North: By Plot bearing C.T.S. no. 2A/4D

On or towards the South: By Plot bearing C.T.S. no. 2F

On or towards the West: By Plot bearing C.T.S. no. 2F

On or towards the East: By Plot bearing C.T.S. no. 2A/4A

Electric Meter No. 07913628 bearing Account No. 150963037 affixed to the premises mentioned herein above.

IN WITNESS WHEREOF the Transferor and the Transferee have set and subscribed their respective hands, the day and year find hereinabove written.

the within named, MOONLIGHT
HOLDINGS, the TRANSFEROR,
Under the hands of its Partners:

(i) Mr. Aniruddha Arun Sheth



For MOONLIGHT HOLDINGS

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(ii) 211 Sheshido B. Alfillai	
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(iii) Mr. Saneel Dwarkanath Sanzari	)• 1
in the presence of :	
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	and PEGO
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2. B. P. vishwakoroma	Partners
2.51. KBNUGHTING	
SIGNED and DELIVERED by the )	
within named Transferee:	
Abhyudaya Co-op. Bank Ltd., )	
Through its Chairman )	
Shri Sitaram C. Ghandat	
)	For Mbhyudaya Co-op. Bank Ltd
,	13-11 Com
	Chairma
and Managing Director	
Shri Vijay S. Morye	at any
)	
In the presence of:	
,	For Abhyudaya Co-op. Bank Ltd.
1. J-N. Senly El	Por Abriyadaya Co-op. Barik Etd.
	Managing Director
2. B. P. vishwakarma	
2. S. I. A RUMORCOLING.	
Telu	
7-7	

## **POSSESSION RECEIPT**

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Possession handed by:

For Moonlight Holdings,

(i) Mr. Aniruddha Arun Sheth

(ii) Dr. Sheshrao D. Armal and

(iii) Mr. Saneel Dwarkanath Sanzgiri

Partners.

**TRANSFEROR** 



कारल=३

### **RECEIPT**

₹ 2,73,60,000/-

### **WE SAY RECEIVED**

For Moonlight Holdings,

(i) Mr. Aniruddha Arun Sheth

(ii) Dr. Sheshrao D. Armal and

(iii) Mr. Saneel Dwarkanath Sanzgiri

Partners.

**TRANSFEROR**