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General Stamp Office  
Bombay  
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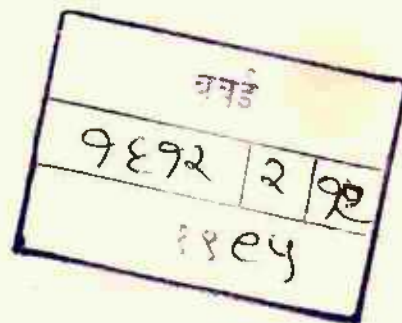
THIS DEED OF TRANSFER made and entered into at Bomb  
this day of <sup>May</sup> ~~April~~ in the Christian Year One Thousand Nine  
Hundred Ninetyfive BETWEEN SHRI MOHANLAL MALIRAM KEDIA of  
Bombay Indian Inhabitant, residing at Flat No.4, 9th Floor,  
Worli Himalaya Co-op. Hsg. Soc. Ltd., 109, Worli Sea Face  
Road, Worli, Bombay - 400 018, hereinafter called " ~~THE~~ GOVERNMENT OF  
TRANSFEROR ", (which expression shall unless it be repugnant  
to the context or meaning thereof shall be deemed to mean  
and include his heirs, executors and administrators) of the  
FIRST PART, and SHRI NAVRATAN JETHMAL PARAKH, of Bombay  
Indian Inhabitant, residing at 18, Venka Mohallo, Kolhat  
Lane, 4th Floor, Bombay - 400 002, hereinafter called " ~~THE~~ GOVERNMENT OF  
TRANSFeree " (which expression shall unless it be repugnant

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MAHARASHTRA  
GOVT. STAMP OFFICE

RS. 897500  
SPECIAL ADHESIVE  
MAHARASHTRA  
GOVT. STAMP OFFICE

For Superintendent of Stamps  
Bombay

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to the context or meaning thereof shall be deemed to mean and include his heirs, executors, and administrators) of the SECOND PART,

WHEREAS the TRANSFEROR has represented to the

Transferee that:-



The flat Purchasers in the building now known as HIMALAYA had come together and formed a Co-operative Housing Society registered under Maharashtra Co-operative Societies Act, 1960 namely WORLI HIMALAYA CO-OPERATIVE HOUSING SOCIETY LTD, registered under registration No. BOM/HSG/2111 of 1969 (hereinafter referred to as "the said society") situated at plot No. 109, Worli Sea Face Road, Worli, Bombay 400018;

ii) The said society had issued to the first Purchasers five shares, which now stand in the name of the Transferor herein and are of the face value of Rs.50/- (Rupees fifty) each and the shares are fully paid and the shares are numbered 0296 to 0300 as is evidenced by issue of Share Certificate bearing No.60 issued by the said society; (hereinafter referred to as the said shares);

iii) That KEKI JALBHAI BILLIMORIA AND SMT. MANI KEKI BILLIMORIA ( hereinafter referred to as the said allottees) had become members of the said Society and the said Society





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had issued to them 5 (Five) shares of the nominal value of Rs.50/- each, bearing Nos.0296 to 0300 (both inclusive) in the capital of the said Society and they were issued in respect of the said shares, share certificate bearing No.60.

iv) That the said Society allotted to the said allottees on ownership basis the flat admeasuring a carpet area of 745 sq.feet. bearing No.4 on the 9th floor of the Building known as Himalaya of the said Society situated at 109, Worli Sea Face Road, Bombay-400 018 (hereinafter referred to as "The said Flat") and the said allottees had paid the consideration payable;



(v) The said allottees had vide agreement dated 30th day of November, 1984 transferred the right title and interest in the said shares and consequential right in the flat to Shri Mohanlal Maliram Kedia the transferor herein and Shri Shanker Kumar Maliram Kedia the brother of the transferor herein (hereinafter referred to as the said brother) and the consideration payable therein was paid to the said allottees and the said shares were transferred in the name of the transferor herein and his brother and transferor herein was in occupation of the said flat;

(vi) Shri Shanker Kumar Maliram Kedia, the brother of the transferor herein, had made an affidavit on 4th day of February, 1991 confirming that he had no right in the said flat as a result of division of shares in the properties

*[Handwritten signature]*

*[Handwritten signature]*



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jointly owned by the transferor herein and his said brother and the said society was intimated about the same and the said society has deleted the name of the said brother as joint member from the records of the said society and has also made endorsement thereof on the said share certificate; and accordingly the said brother has no right title or interest in the said shares or the said flat and the transferor is the exclusive owner and occupant of the said



(vi) The transferor has paid to the said Society all the amounts demanded by the said Society including maintenance charges and other contributions and parking charges and no amount is outstanding or payable now.

viii) As a member of the said society the Transferor is the registered holder, allottee and transferee of the flat No. 4 on the ninth floor of the said building HIMALAYA and has a right to parking place allotted by the society said and the reference as to "the said flat" herein anywhere shall also be deemed to mean and include the right to the said parking place allotted by the said society being used by the transferor;

ix) The Transferor is in possession of the said flat being used as residence and is also using the parking place and he has not agreed to sell the same to anyone except the Transferee herein;

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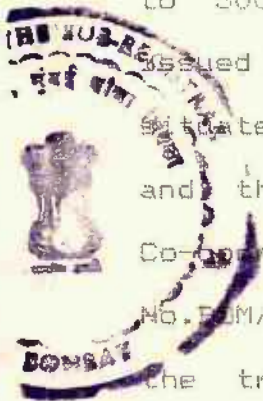
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x) By and under an Agreement dated 10th January, 1995 made between the parties herein the transferor agreed to sell to the transferee and the transferee agreed to acquire from the transferor the right, title and interest in membership of Worli Himalaya Co-operative Housing Society Ltd. being right to shares bearing distinctive numbers 0296 to 300 evidenced by share certificate bearing No.60 issued by the said society which is having its address and is situated at 107, Worli Sea Face Road, Worli, Bombay - 400 018 and the said society is registered under the Maharashtra Co-operative Societies Act, 1960 having registration No.FOM/HSB/2111 of 1969 and the said society had allotted to the transferor a flat bearing No.4 on 9th Floor of the building known as Himalaya and is also given the parking space (hereinafter referred to as, "the said flat").

xi) The said agreement was subject to the right of pre-emption of Appropriate Authority constituted under the provisions of Chapter XXC of the Income Tax Act, 1961 and the parties hereto had filed with the said Appropriate Authority prescribed form No.37-I in duplicate alongwith copy of agreement recorded by and between them;

xii) The Appropriate Authority vide its certificate dated 4th April, 1995 bearing No.AA/Certs/17403/95-96 has specified that they have not exercised their right of pre-emption and have granted their No objection certificate to the parties



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hereto to carryout the transaction.

(xiii) The Transferee has paid an aggregate amount of Rs.95,00,000/- (Rupees Ninety Five lakhs only) as specified hereafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS:-

1. The Transferor hereby transfers, sells and assigns to the transferee for a total consideration of Rs.95,00,000/- (Rupees Ninety Five lakhs only) the rights of membership acquired and evidenced by shares bearing distinctive numbers 0296 to 0300 of the value of Rs.50/- each evidenced by share certificate No.60 issued by the Worli Himalaya Co-operative Housing Society Ltd. having registration BOM/HSG/2111 of 1969 and registered under the Maharashtra Co-operative Societies Act, 1960 and consequential right in flat No.4 on 9th floor in the building known as Himalaya situated 109, Worli Sea Face Road, Worli, Bombay- 400 018.

(2) The Transferor has paid the full consideration of Rs.95,00,000/- (Rupees Ninety Five lakhs only) as under:-

(a) A sum of Rs.15,00,000/- (Rupees Fifteen lakhs only) was paid by the transferee to the transferor which was received by the Transferor on execution of the agreement made on 10th January, 1995 as and by way of part payment and the Receipt whereof the Transferor does hereby admit and acknowledge.

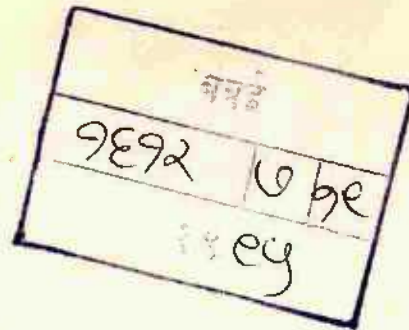


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(b) A further amount of Rs.25,00,000/- (Rupees Twentyfive lakhs only) has been paid by the Transferee to the Transferor as under

Date of Cheque	Cheque No.	Amount	Drawee Bank
24th Jan.1995	236235	10,00,000	State Bank of Indore Fort, Bombay Branch
1st Feb.1995	236236	5,00,000	"
5th April 1995	236238	10,00,000	"
		25,00,000	
		=====	



the receipt whereof also the Transferor does hereby admit and acknowledge and

(c) The balance amount of Rs.55,00,000/- (Rupees Fifty-five lakhs only) being paid on or before execution of this deed of transfer by the transferee to the transferor and the same is also hereby acknowledged by the transferor;

3. The Transferor herein has signed the transfer form and has signed other relevant papers to enable the transferee to approach the said Worli Himalaya Co-operative Housing Society Ltd. for transfer of aforesaid shares and consequential right in the said flat specified hereinabove.

4. The Transferor has handed over to the transferee the vacant and peaceful possession of the flat No.4 on 9th floor situated in the building known as Himalaya and the transferee has taken the same while signing this deed.



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5. The Transferor further declares that the said shares and the said flat are free from all encumbrances and the Transferee shall be entitled to own, use, occupy and enjoy the same hereafter without any objection or hindrance from the transferor or anybody else claiming any title through



The Transferor has handed over to the transferee all the original papers regarding title to the membership of the said society and right to the said flat being the original share certificate etc.

7. The Transferor further confirms that transferor has paid all the amounts due and payable to the said society till date towards society charges, municipal taxes, rates, cess, water charges, and the Transferee hereby confirm that he shall pay the same hereafter whenever required or called up on to pay by the said society.

8. The Transferor declares that the said Shares and the right therein are free from all claims, charges, disputes and encumbrances whatsoever.

9. It will be the responsibility of the Transferor to see that the said shares are Transferred to the name of the Transferee.

10. The Transferor shall give full co-operation to the Transferee to get the approval of the said Society for transfer of the said Shares in the name of the Transferee

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and for the admission of the Transferee as member of the said Society.

11. The Transferor hereby declares that the Transferor has not created any right, title or interest in favour of any other third party nor created any encumbrances on the said right to the said flat and on the said shares. The Transferor further declares that he has not received any notice of any nature whatsoever whereby the said Transferor is prohibited or prevented from transferring the right to the said shares, or the said right to the said flat in favour of the Transferee.

12. The Transferor further declares that the Transferor is the only person entitled to the said shares and in consequence of holding the said shares he is in possession of the said flat free from all encumbrances.

13. The Transferor has represented and has further assured the Transferee that the Transferor has complied with and observed the rules and regulations and bye-laws of the said society and has in no manner committed any breach of the rules and regulations of the said society and further that right of the Transferor as such is in no way affected.

14. The Transferor declares that he has absolute right to transfer the said shares and the said flat to the Transferee. From the date of the handing over of the possession by the Transferor to the Transferee, he the



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transferee shall be entitled to possess the said flat without any hindrance of any nature whatsoever by the Transferor or any other person lawfully or equitably claiming through, under or in trust for the Transferor.



15. The Transferor further declares that the Transferor's membership has not been in any way jeopardised either by notice from the Society or otherwise in any manner whatsoever. The Transferor hereby declares that the Transferor is a member of the said society and consequently absolutely entitled to the right to the said flat and save and except himself no other person has any right, title or interest therein.

16. The Transferee hereby agrees to abide by the rules and regulations and bye-laws of the Society on his being admitted as member and agrees to pay and discharge all the costs, demands, contributions and dues in respect of the said right to the said flat after the date of handing over of the possession by the Transferor to the Transferee.

17. The Transferor hereby covenants with the Transferee that the Transferor shall from time to time and at all times hereafter whenever called upon by the Transferee or his Advocates or Attorneys to do and execute or cause to be done and executed at the cost, charges and expenses of the Transferee all such acts, deeds and things including executing the necessary documents as may be reasonably





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required by the Transferee for more perfectly securing the interest of the Transferee in the said flat agreed to be hereby transferred to the use of the Transferee.

18. The Transferor further declares that the Transferor has not encumbered and/or mortgaged or otherwise dealt with said flat in any manner whatsoever except by this agreement.

19. The Transfer fees and/or donation or any contribution, if any, payable to the Society on transfer shall be borne and paid by the transferor and transferee equally.

20. The Transferor hereby agrees, confirms and declares that:

(a) Notwithstanding any act, deed matter or thing whatsoever by the Transferor or any of them or any person or persons lawfully or equitably claiming by from, under, or in trust for the Transferor made, done, committed and knowingly suffered to the contrary the Transferor has in himself good right, full power and absolute authority in his own right to assign and transfer the said right to the said flat and the said right in shares in favour of the Transferee.

(b) That neither the Transferor nor any one on his behalf has/have done, committed any act, deed, matter or thing whereby the rights and benefits in respect of the said shares and the said flat becomes or may be.



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prejudicially, affected in any manner whatsoever.

(c) That neither the Transferor nor the Society nor any persons claiming by from or under in trust for him/them nor any of them have created any trust, charges, mortgage, lien or any other encumbrances on the said flat or any part thereof and that there is no notice of lispendence or attachment pending or subsisting in respect of the said flat or the said shares.

(d) That the Transferor has not entered into any agreement or documents for sale, lease, mortgage or charges in respect of the said right to the said shares or right to the said flat or any part thereof.

(e) The Transferor has not received any notice of requisition of the said flat or any part thereof.

21. The Transferor hereby agrees and undertakes not to deal with the said flat and the said shares etc, in any manner whatsoever or to create any right therein hereafter.

22. The parties hereto hereby accept, agree and undertake to abide by and observe all the terms and conditions of earlier agreement executed on 10th day of January, 1995.

IN WITNESS WHEREOF THE PARTIES hereto have hereunto set





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and subscribed their respective hands the day and year first hereinabove mentioned.

SIGNED AND DELIVERED by the )  
 withinnamed TRANSFEROR )  
 SHRI MOHANLAL MALIRAM KEDIA )  
 in the presence of .....

*[Handwritten signature]*

SIGNED AND DELIVERED by the )  
 withinnamed TRANSFEREE )  
 SHRI NAVRATAN JETHMAL PARAKH )  
 the presence of.....

*Nav Ratan Parakh.*



RECEIVED on the day and year first hereinabove mentioned of  
 and from withinnamed Transferee the balance of consideration  
 being a sum of Rs.55,00,000/- (Rupees Fiftyfive lakhs Only) to  
 be paid by him to me as under.

- Payorder No. 003134 dated 4th May, 1995 issued by State Bank of Indore, Fort, Bombay Branch issued in favour of transferee of Rs. 50,00,000/- (Rupees Fifty lakhs only).
- Deducted towards half share in stamp duty of Rs. 8,97,500/- paid on transfer document i.e. Rs. 4,48,750/- (Rupees Four lakhs forty eight thousand seven hundred fifty only).
- Cheque No. 247262 dated 4th May, 1995 issued by the transfer or in favour of transferee of Rs. 51,250/- (Rupees Fifty one thousand two hundred fifty only).



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WITNESSES:

1. [Signature]
2. [Signature]

I SAY RECEIVED.

1. [Signature]



A: NJPDOT [Signature]





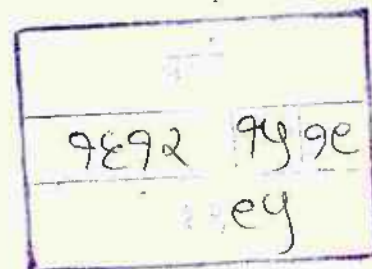
(4)

Office of the Income-tax Officer,  
Ward 17( ), Asyskar Bhavan,  
4th Floor, M.K. Road, Bombay-20

Dated: 21-4-95

To

The Sub Registrar  
Old Custom House  
Bombay. 23



Sir,

Subj- Certificate u/s. 230A(1) of the  
Income-tax Act, 1961 -  
Registration of Documents -  
GIR No. 17/486.m.(6)

.....

I am forwarding herewith a Certificate u/s. 230A(1)  
of the Income-tax Act, 1961, in the case of Shri Mohanlal  
Kedia, Bombay, along with a copy of the Documents  
which is to be registered.

This Certificate is valid upto 20-4-96

Kindly acknowledge the receipt.

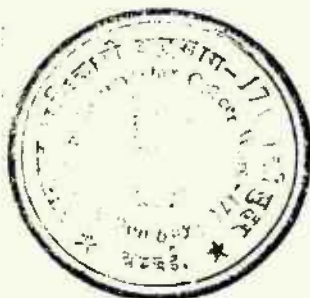
Yours faithfully,

A

( S.J. Koli )  
Income-tax Officer,  
Ward 17( 6 ), Bombay.

S. J. KOLI

L.T.O. Ward 17 (6) Bombay.



Copy to 'A'

*[Handwritten signature]*

*[Handwritten signature]*



No. A. A. /

/Certs

/17403/95-96

Office of the  
Appropriate Authority  
(I. T. Deptt.) A Wing,  
3rd Floor, Mittal Court,  
Nariman Point, Bombay-400 021

Dated the - 4 APR 1995

Proceedings No.

... Appropriate Authority/Bom./

Cert./17403/95-96

Name(s) of Transferor(s)

SHRI MOHANLAL MALIRAM KEDIA  
FLAT NO 4, 9TH FLR, WORLI, HIMALAYA CO-OPERATIVE  
HOUSING SOCIETY LTD., 109 WORLI SEA FACE ROAD,  
WORLI, BOMBAY 18.

Name(s) of Transferee(s)

SHRI NAVRATAN JETHMAL PAREKH  
18 VENKA MOHALLO, KOLBHAT LANE, 4TH FLR,  
BOMBAY 2.

Description & Location of  
Immovable property

FLAT NO 4, 9TH FLR WORLI HIMALAYA CO-OPERATIVE  
HOUSING SOCIETY LTD., 109 WORLI SEA FACE ROAD,  
WORLI, BOMBAY 18.  
AREA 745 SQ.FT. CARPET

Apparent consideration

95,00,000/-

Date of Agreement

10/01/95

Date of Certificate

- 4 APR 1995

### CERTIFICATE UNDER SECTION 269 UL (3) OF THE I.T. ACT 1961

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 23/01/95

And, whereas the Apparent consideration set forth in the said Form 37-I and in the agreement dated 10/01/95 for the transfer of the said property is Rs. 95,00,000/-

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase by the Central Government of the said property.

Therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the schedule appearing below by the said transferor to the transferee for an apparent consideration of Rs. 95,00,000/-

This no objection certificate is issued without prejudice to any income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

sd/-

(U. V. SHAHDADPURI)

Chief Engineer

sd/-

(JOGINDER PALL)

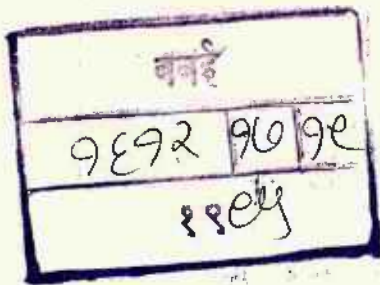
Commissioner of  
Income-Tax

sd/-

(S.N.L. AGARWALA)

Commissioner of  
Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.



**SCHEDULE**



Authorised to issue on behalf of Appropriate Authority, Bombay.



*(Signature)*  
(B. D. RAO)  
Deputy Commissioner of Income-tax,  
Appropriate Authority, Bombay.

Copy to :

1. Transferor(s).
  2. Transferee(s).
  3. Guard file.
  4. The DI (Inv.) Survey Unit-I, Bombay under CIB Code No. 201.
  5. The Sub-Registrar of Assurances, Old Custom House, Bombay.
- S.P.P. 10.000/4-94.



मनुष्य संवत् २०६१-१९७२  
 सन १९८५ के... महिन्याचे  
 ५ तारखेस... २३  
 राज्याचे राज्यपाल द्वाये निवेदन  
 मन्त्रालयाचे कार्यालयात हजेरा केला.

4 Nav Ratan Parakh

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जामदार

दुय्यम निवेदन, मुंबई

बाली विहितप्रमाणे की बेंतली ती-

ह. पैसे  
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 फोटो की (पाने) .. ४०-००  
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 एकूण .. ५०७०-००

जामदार  
 दुय्यम निवेदन, मुंबई

- १) श्री. मोहनलाल आजीराऊ केडीया वय ८५ वर्ष  
 विशेषतः राखण - ८००० हिमाळय सोसायटी  
 बाली रती फेस - मुंबई - १८  
 श्री. नवरत्न पायल वय २२ वर्ष  
 विशेषतः राखण - वरील म. ७५५५ मध्ये

महाराष्ट्र सरकार, मुंबई

२०७५-८०  
 महाराष्ट्र सरकार, मुंबई

2) Nav Ratan Parakh

- १) श्री. रामदास ड/० नारायण नोकरा -  
 रा. ५३ जीवन - अंतर्गत एकदा कोअर सो.  
 कांठाड रोड वसई (व) जे. हाणे -  
 २) श्री. हरी विठ्ठल माधोसकर नोकरा  
 रा. ०००० श्री. राजाजी चेंबर, बाली र-  
 कांठाड रोड कोर्ट मुंबई २३

१) जामदार  
 २) P. Indostko

5 MAY 1995

दुय्यम निवेदन, मुंबई



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 इस्तक क्रमांक ..... श्रमांक ..... स्त

नोंदला

तारीख १०/३/२००३

*[Signature]*  
 दुसरा निबंधक, रॉबर्ट  
 भा.प.स. उ. तारीख १०/३/२००३  
 निदेशात : उक्त आ.व.कार असलेला

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