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Shri Deepak Hasija Adv. 400.

V. K. Almaramani

DEED OF TRANSFER

THIS DEED OF TRANSFER is being made and entered into this 5th day of September 1984, at Ulhasnagar, BETWEEN SHRI BALRAM SANTUMAL BHAWNANI, Hindu, Adult, Age about 46 years, Occupation Service, Indian Inhabitant, hereinafter called as "TRANSFEROR" (which expression shall be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and legal representatives) PARTY OF THE FIRST PART - A N D - (1) SMT. BHAGWATI LACHHMANDAS BHATIA, Hindu, Adult, Age about 47 years, Occupation Household, in association with (2) SHRI LACHHMANDAS JHAMANDAS BHATIA, Hindu, Adult, Age about 53 years, Occupation Retired pensioner, at present residing at Kurla, Bombay-70, hereinafter called the "TRANSFeree" (which expression shall be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and legal representatives) PARTY OF THE SECOND PART.

That the Transferor SHRI BALRAM S. BHAWNANI in a Co-op Tenant member of the TAGORE CO-OPERATIVE HOUSING SOCIETY LTD. (Regd.No. TNA/HSG/895/72) situated on plot No. 769, Section 3-B, near Ulhasnagar Railway Station, Ulhasnagar-4, and the Transferor herein has been allotted flat No. 7, 2-Rooms flat on 2nd floor, having the area of 519 sq.ft. in the said Tagore Co-op. Hsg. Society Ltd., Ulhasnagar-4, alongwith 5 shares of Rs. 50/- each aggregating to Rs. 250/- bearing No. 32 to 35, certificate No. 7, and thus the transferor SHRI

BALRAM S. BHAWNANI is well competent and entitled to transfer this flat alongwith shares unto the aforesaid Transferee SMT. BHAGWATI L. BHATIA in associate with SHRI LACHHMANDAS J. BHATIA.

NOW THIS DEED OF TRANSFER WITNESSTHS AS UNDER;

1. That the said Transferor SHRI BALRAM S. BHAWNANI have transferred all his rights, interest in the said flat No.7, on 2nd floor, 2-rooms flat, having the total area of 519 sq. ft. in Tagore Co.op. Hsg. Society Ltd., near Ulhasnagar Railway Station, Ulhasnagar.4, unto the above said Transferee (1) SMT. BHAGWATI L. BHATIA in association with (2) SHRI LACHHMANDAS J. BHATIA for the valuable consideration of Rs. 77,850/- (Rupees Seventy Seven Thousand Eight Hundred fifty only) and the said Transferees (1) Smt. Bhagwati L. Bhatia and (2) Shri Lachhmandas J. Bhatia have paid Rs. 67,850/- (Rupees Sixty seven thousand eight hundred fifty only) after deducting the balance loan amount of Rs. 10,000/- (Rupees Ten Thousand only) of Maharashtra Co-op. Hsg. Finance Society Ltd., Bombay, taken by the society against the said flat No.7, on the transferor SHRI BALRAM S. BHAWNANI out of the total loan of Rs. 18,000/- (Rupees eighteen thousand only) which is repayable now by the transferees in quarterly instalments, this day by Demand Draft No. 0669318 of Bank of Maharashtra, Kurla East Branch, Bombay, dt.5.9.84 at the time of execution of this Deed of Transfer, unto the Transferor SHRI BALRAM S. BHAWNANI, which he doeth hereby admit and acknowledge to have truly received the sum of Rs. 67,850/- (Rupees sixty seven thousand eight hundred fifty only) and have acquit release and discharged the Transferees for ever and have declared the transferees as an absolute owner hereinafter.

2. Whereas the said Transferor SHRI BALRAM S. BHAWNANI have paid Rs. 27,490/- (Rupees ~~xx~~ twenty seven thousand four hundred ninety only) to the society, towards 5 shares of Rs. 50/- each, Misc. expenses, membership fee, the Architect & Valuer fee, 20% cost of construction/Land, 5% of the loan amount towards shares of Mah. Co-op. Hsg. Finance Society Ltd. Bombay, Electric Deposit and Instalation and Instalments of Return of loan.

3. Whereas the Transferee have agreed to pay Rs. 40,360/- (Rupees Forty thousand three hundred sixty only) towards the profit on the sale of the said flat unto the Transferor,

excluding the balance loan amount, now repayable by the transferees hereinafter.

4. Whereas the society have raised a loan of Rs. 18,000/- (Rupees eighteen thousand only) being loan from the Maharashtra Co-operative Housing Finance Society Ltd., Bombay.

5. AND WHEREAS now the said Transferor SHRI BALRAM S. BHAWNANI hereby transfers the 5 shares bearing Nos. 31. to 35 certificate No.7, alongwith the flat No. 7, on 2nd floor, in Tagore Co-op. Hsg. Society Ltd., Ulhasnagar-4, alongwith the loan of Rs. 18,000/- (Rupees eighteen thousand only) now balance remains to Rs. 10,000/- (Rupees Ten thousand only) borrowed by the said society on the Transferor and the repayment of loan repaid by Transferor as repayment of loans alongwith interest to the society and the other payments the details of which are given above unto the above said transferees on the same terms & conditions and under the same rules and bye-laws on which the Transferor is holding the said flat in the Tagore Co-op. Hsg. Society Ltd., Ulhasnagar-4, and the said Transferees (1) SMT. BHAGWATI L. BHATIA, (2) SHRI LACHHMANDAS J. BHATIA hereby accept the above mentioned shares and payment made by the Transferor details of which are given above, alongwith the loan of Rs. 18,000/- (Rupees eighteen thousand only) which remains Rs. 10,000/- (Rupees ten thousand only) at present of Maharashtra Co-operative Housing Finance Society Ltd., Bombay and have agreed to repay the same by instalments through society regularly and also the flat No. 7, 2nd floor, having the area of 517 sq.ft. in Tagore Co-op. Hsg. Society Ltd., Ulhasnagar-4, on the same rules, bye-laws and conditions under which the Transferor is holding.

6. Whereas the Transferor have cleared all the Municipal Taxes, Electric Bills, society charges, sinking fund, repayment of loan instalment, till this date & nothing remains due & payable and if any thing is still due & payable he the Transferor shall pay the same and clear off the dues till the date of execution of this deed of transfer.

7. And whereas the Transferees shall hereafter pay the society charges, sinking fund, loan instalments or any other amount as mutually decided amongst members of the society payable hereinafter, unto the society regularly hereinafter as and when due & payable and the Transferor has nothing to do with that.

8. That all the expenses on the transfer of the flat are to be borne by the Transferees only and the Transferor have nothing to do with that.

9. That both the parties have signed the form No. 37EE required to be submit before the Inspecting Asstt. Commissioner Acquisition Range, Pune, as the provisions of the Income-

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