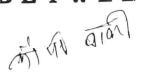


AGREEMENT

FOR

SALE

BETWEEN



Mrs. BASANTI .N. JAIN

AND

Mr. PRAKASH GANPAT BHATKAR

Flat/Shop/Office No. 34/580, 4th Floor,

Azad Nagar Arunoday C.H.S. Ltd,

Veera Desai Rd, Andheri (W),

Mumbai 400 053

Original

नॉंदणी 39 म. Regn 39 M

Monday March 10 2003

पावती

पावती क्र. : 1635

गावाचे नाव आबिपली दिनांक 10/03/2003

दस्तऐवजाचा अनुक्रमांक

वदर4 - 01632 -2003

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: प्रकाश गणपत भाटकर

नोंदणी फी

9000.00

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मोबदलाः ९००००० रु.

सह. दुख्यन निरंधक शंधेगी-

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		1:51 1111		
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Cashier Accountant

BANDRA,

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GENERAL STAMP GEFICE EXTENTED SALES SOUNTER MMRDA BLDG BANDRA (E) MUMBAI - 400 051 MAH GSO/010 0

00047 MAHARASHTRA

T. SUPERINTENDENT OF STAMPS,

9 4 3 2 - S 2003



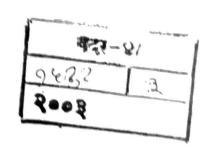
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Bombay the of Marih 2003, between MRS. BASANTI .N. JAIN an adult Indian Inhabitant residing at Flat No. 34/580, 4th Floor, Azad Nagar Arunoday C.H.S. Ltd, Veera Desai Rd, Andheri (W), Mumbai 400 053. hereinafter referred to as the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof shall deemed to include the heirs executors, administrators & assigns the One Part; AND MR. PRAKASH GANPAT BHATKAR an Indian Inhabitant residing at 155/S, Parkar House, Maplawadi, Mumbai 400 016, heremafter referred to Mahim, Road, "PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the heirs, executors, administrators and assigns) of the other part 11070561192

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OT. SUPERINTENDENT OF STAMPS

BANDEA



WHERE AS the VENDOR is sole and absolute owner of the Flat/Shop/Office No34/580, 4th Floor, Azad Nagar Arunoday C.H.S. Ltd, Veera Desai Rd, Andheri (W), Mumbai 400 053, admeasuring 320 sq.ft Carpet/Built-up/Super built up, more particularly described in the scheduled hereunder:

AND WHERE AS the VENDOR has agreed with the PURCHASER to sell and to transfer the said Flat/Shop/Office and possess the said Flat/Shop/Office at or for the total price of Rs. 9,00,000/- (Rupees Nine Lakhs Only), free from all encumbrances and reasonable doubts upon the terms and conditions hereinafter contained.

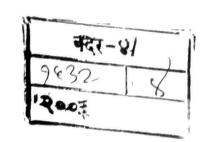
AND WHEREAS the said Flat/Shop/Office is in good condition and the PURCHASER has taken full inspection of the said Flat/Shop/Office.

AND WHEREAS THE PURCHASER has now requested the VENDOR to sell and transfer the said Flat/Shop/Office, which the VENDOR has agreed to do in the manner as hereinafter appearing.

AND WHEREAS THE VENDOR is the Member and Shareholder of the said Society and the said Society has allotted the vendor Five Shares of Rs.50/- each bearing distinctive nos **166** to **110** (both inclusive) as evidenced by Share Certificate No. **22**.

AND WHEREAS the VENDOR has agreed to give to the PUCHASER the quiet, vacant and peaceful possession of the said Flat/Shop/Office on completion of the sale as hereinafter provided.

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NOW IT IS AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The VENDOR hereby sells, transfers and assigns to the PURCHASER and the PURCHASER doth hereby take over and acquire from the VENDOR all and singular, his benefits, rights, titles, interest or claim in the property and demands of the VENDOR as the member and shareholder of the said society unto and upon the said Flat/Shop/Office in the building owned by the society together with all rights of possession, occupation and enjoyment thereof at or for the price of Rs. 9,00,000/- (Rupees Nine Lakhs Only) being the total consideration of the said Flat/Shop/Office, to be paid by the PURCHASER to the VENDOR as follows:

 Cheque No
 Date
 Bank's Name & Branch
 Amount

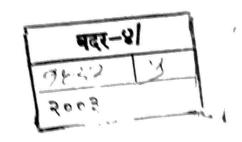
 456730
 26.01.2003
 GLOBAL TRUST LTD.
 25,000/

 BALANCE: ..8,75,000/

Total Rs. 9,00,000/

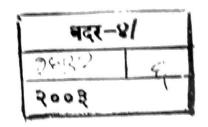


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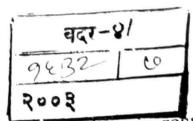


- 2. It is further expressly agreed and clearly understood that upon the PURCHASER paying the VENDOR the full and final consideration of the purchase price of **Rs. 9,00,000/- (Rupees Nine Lakhs Only)** for the above said Flat/Shop/Office, the VENDOR shall handover to the PURCHASER the quiet vacant and peaceful possession of the said Flat/Shop/Office, also all the relevant documents pertaining to the said Flat/Shop/Office, latest bill for maintenance charges in respect of the said Flat/Shop/Office as well as the latest bill of electricity.
- 3. Further the VENDOR has agreed to make a good Marketable title to the said Flat/Shop/Office free from and clear of all encumbrances and reasonable doubts. The VENDOR shall sign and execute such deeds, documents or writing as the PURCHASER may require for getting the said Flat/Shop/Office, transferred and shall get the consent of all the Person Interested therein and to duly sign and execute the same as required by the PURCHASER.
- 4. The VENDOR has represented to and assured the PURCHASER and the VENDOR hereby confirms:
- a. THAT THE VENDOR has duly discharged up to date in full and final the dues and liabilities in respect of the said Flat/ Shop/ Office to the Said society and that the monthly outgoings, including the payments of Municipal taxes, insurance charges etc. payable in respect thereof has been paid for the month ending.

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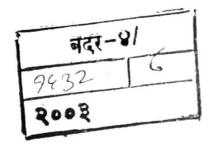


- b. That THE VENDOR is the sole and absolute owner of the said Flat/Shop/Office and that no other person or persons have any right, title and interest and or claim, property or demand into or upon the same or part thereof by way of Sale, exchange, mortgage, gift, trust, inheritance, possession, lien or otherwise howsoever the VENDOR hereby agrees and undertakes to indemnify and keep indemnified forever the PURCHASER for any person claiming through him against any loss or damage caused to them due to any claim that may be brought forward by any third party to the extent of the loss or damage thus suffered in case the above representation is found to be untrue.
- c. THAT notwithstanding any act, deed, matter or thing whatsoever if any by them the VENDOR or any person or persons lawfully or equitably claiming by/ and/ from/ through/ under/ or in trust/ for him made, done, committed, admitted or knowingly suffered to the contrary, the VENDOR has independent right, full power and absolute authority in his own right to sell assign, transfer the said Flat/Shop/Office hereby agreed to be sold in favour of the PURCHASER and that the VENDOR has nor had anyone on it's behalf done, committed any act, deed, matter or thing whereby the Ownership possession and occupation—and enjoyment of the said premises may be rendered void or voidable for any reason or for any account whatsoever.
- d. THAT the PURCHASER shall at all times on payment of the consideration amount aforesaid, peacefully and quietly, Enter upon, occupy, possess, use and enjoy the said Flat/Shop/Office absolutely without any interruption claim and demand whatsoever from the VENDOR or any person or persons lawfull with claiming by from and under or in trust for him for any reason or the any account.



- 5. THAT the VENDOR hereby declares that all the dues in respect of the said Flat/Shop/Office previous to the date of the handing over possession thereof have been paid to all the concerned authorities including the Society and after the date of possession the PURCHASER shall pay the same and if any such amount is recovered from the PURCHASER after the date of possession in Respect of the period of VENDOR'S Occupation the VENDOR hereby agrees to indemnify the PURCHASER for such payment thereof. The PURCHASER doth hereby declare that they will abide by the rules and regulations of the Society.
- 6. It is further agreed that the Transfer Fee in respect of the transfer of the said Flat/Shop/Office and the said five Shares shall be paid and borne by the VENDOR & PURCHASER equally or either the PURCHASER will pay it fully and it shall be the responsibility of the VENDOR to obtain No Objection Certificate from the said society for the sale of said Flat/Shop/Office.
- The Stamp Duty and Registration charges if any shall be borne by the PURCHASER alone.
- 8. This agreement shall always be subjected to the provisions of Maharashtra Ownership Flats & Shops (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under.

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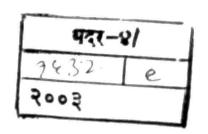
SCHEDULE

That Flat/Shop/Office No. 34/580, 4th Floor, Azad Nagar Arunoday C.H.S. Ltd vide Regn No. (BOM/WKW/HSG/OH/1316/1984-85), Veera Desai Rd, Andheri (W), Mumbai 400 053, Bearing C.T.S No. 837 Of Village: Ambivali, Taluka Andheri. The Flat/Shop/Office is having admeasuring 326 sq. ft. Carpet/Built up/Super built up area, the building is Ground + floors with/without lift and is constructed in the year 19

210-



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS AT BOMBAY THE DAY AND YEAR HEREIN ABOVE WRITTEN.

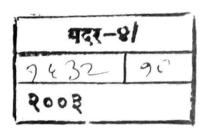
SIGNED, SEALED & DELIVERED	BY
The within named VENDOR)	
Mrs. BASANTI .N. JAIN)	
In the presence of.	

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SIGNED, SEALED & DELIVERED by)
The within named PURCHASER)
MR. PRAKASH GANPAT BHATKAR)
In the presence of)

211-





RECEIPT

(Rupees Twenty Five Thousand Only) as part payment out of the full and final consideration amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only) against my Flat/Shop/Office No. 34/580, 4th Floor, Azad Nagar Arunoday C.H.S. Ltd, Veera Desai Rd, Andheri (W), Mumbai 400 053, the balance amount of Rs. 8,75,000/- (Rupees Eight Lakhs Seventy Five Thousand Only) will be paid by the Purchaser on or before 31/3/2003.

Cheque No	Date.	Bank's Name & Branch	Amount
456730	26.01.2003	GLOBAL TRUST LTD.	25,000/-
		BALANCE :	8 75 000/-

Total Rs. 9,00,000/-

I SAY RECEIVED

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Mrs. BASANTI .N. JAIN (VENDOR)

WITNESSES

2)



वृह-मुंबई महानगरपालिका बृहन्मुंबई महानगरपातिका सामसता कराचे हेवल (ट्याम डाब्दमा वेजन) शमान धनादम वटण्यासावेश चनादमान बीचदान मिहान KW170092008 01/10/2001-31/03/2002 K-6187(30) 94 वालयना अन्तर्प नाशा वसान 01/10/2001 200120 KW-17-0092-00-8 2001-2002 THE SECY ARUNODAYA CHS करदात्याची नावे मार ११:क, मार्गाचे नाट मालयतेचे वर्णन BLDG NO 34 ध्याम प्रयाप AZAD MAGAR ANDHERI WEST K-5237(3C) 84/34J P ROAD AZAD NAGAR BLDG NO 34 THE ESTATE MANAGER MAHARASHTRA HOUSING BOARD BOM MUMBAT 400058 BAY MENT 4" देपक्र अमाक त्र-निवामी बरपात्र मुख विदासी करतात्र मून्ब र्गण्याचा हिनाक बरवाफी दिससे मूना रिजान पानुन पर्वत 204391 15195 01/10/2001-31/03/2002 15195 त्रशा **इचा**≰ 200120 KW-17-0092-00-8 वस सन THE ≂र/रक्कम ह टेक्कामी राज्य 7/1064 F. ट्या अमार मनेगानाम अ 1.1 71179.4 E r.r | 1884 × 77 F38KH -15% 0.50% 12.00 6345 7.50%R 1 11 204391 12.50%F 1140 30.00% 570 950 2279 महायक कर निर्धारक व सकतक K/W WARD, OPP RLY STN PALIRAM RD ANDHERI (WEST) MUMBAI 58. न. धि कदम शांतिहार पाल महत्र MARKS i na mi komena a ni

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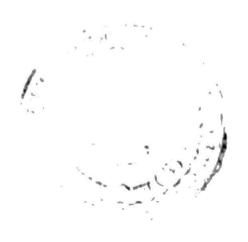
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Chairman

Hon. Secretary

Committee Member

17) MHADA consent letter for Part Occupation Certificate w/No.CO /MB /REE / NOC /F-516/1108/ 2020 dtd.26.11.2020

Dear Applicant.

For building comprising of Wing A (Ground Floor to 8th floor) & Wing B (Ground floor to 21St floor) the Part development work of, Wing A is comprising of stilt (pt) for parking and ground floor (pt.) 2 flats (excluding Additional Lift.) + 1st to 7th floor for residential users and Wing B comprising of stilt for mechanized stack parking + 1st (pt) for fitness centre and (pt) for society office, (pt) for residential user + 2nd to 19 th floor and 20th floor (excluding flat no. 2 of Carpet area 66.14 sq.mt.) for residential user is completed under the supervision of Shri. Vaibhav Tavse Architect Lie. No. CA/2008/43023, Shri. Nitin Jain, RCC Consultant, Lie. No. STR/J/75 and Shri. Pundalik Mestry, Site Supervisor, Lic. No. M/412/SS-III and as per Development Completion Certificate submitted by Architect and as per the Completion Certificate issued by Chief Fire Officer, on FB/HR/R-III/43 dated 01/10/2020 & FB/HR/R-III/86 dated 23/11/2020 The same may be occupied subject to conditions as mentioned below:

The Part Occupation request submitted by you is hereby accepted.

D.A .:-Set of Plan.

--Sd--

(Dinesh Mahajan)

Executive Engineer/B.P.Cell Greater Mumbai/ MHADA

Copy submitted for information please.

- 1) Chief Officer/Mumbai Board.
- 2) Asst. Commissioner K/W Ward (MCGM)
- 3) Dy.Che.B.P/GM.MHADA (SPA)
- 4) Executive Engineer /Bandra Div/M.B.
- 5) Architect / Layout Cell (PA MHADA)
- 6) A.A.& O. 'K/W' Ward (MCGM)
- 77 A.E.W.W. 'K/W' Ward (MCGM)
- 8) Vaibhay Tavse & Associates

For information please.

DEC 2020

सहायक आयुक्त के/पश्चिम विभाग D 3 DEC 2020

Executive Engineer/B.P.Cell Greater Mumbal MHADA

क्षारे हे गृहनिर्माणं व क्षेत्रविकास प्राधिकरण

MAHADEASHTTRA HOWSPIEG APPL ALERA DEMELOP WIENT AUTHORITY



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA Inyouts constituted as per Crovernment Regulation no. TPB4315/167/CR-51/2018/UD-11 dtd. 2 UMay 2018)

PART OCCUPATION CERTIFICATE

No. MII/FF/(B.P.)/GNI/MITADA-106/080/2020

DATE 2 7 NOV 2020

To

Owner,

Keemaya Build Pvt Ltd. C.A. to

"Azad Nagar Arunodaya Co-Op. Hus. Soc. Ltd.

Bldg No 34, CTS no. 837(pt),

Village Ambivali at Azad Nagar Andheri (w).

Mumbai 400053.

Subject: - Part Occupation certificate for proposed development of exacting bldg no 34, on plot bearing CIS No. 837(pt), Survey No. 133, Society known as Arunoday Co-op Hsg Soc. Ltd at Azad Nagar no. 2, Vcera Desai road, Andheri (W) Mumbai 400053

Ref :- 1) MCGM File no. CE/7730/WS/AK (NEW)

- 2) MCGM/CE/7730/WS/AK 1ST Concession Dtd,08.12.2004.
- 2) MCGNI/CE/77730/WS/AK 2nd Concession Dtd.21.08.2012.
- 2) MCGM/CF/7730/WS/AK 10D Dtd.15.05.2002.
- 3) MCGM/CE/7730/WS/AK First CC issued Dated 18.06.2002
- 4) MCGM/CE/7730/WS/AK 14 Amended issued Dated. 21.09.2007.
- 5) MCGN!/CE/7730/WS/AK 19 F.C.C issued Dated, 09.01.2008.
- 6) MCGM/CE/7730/WS/AK 2nd Amended issued Dated. 05.11.2012.
- 7) MCGM/CE/7730/WS/AK 2nd F.C.C issued Dated, 06.03.2014.
- 8) MCGM/CF/7730/WS/AK 3rd F.C.C issued Dated, 04.08.2015 9) MCGM/CE/7730/WS/AK 3rd Amended issued Dated, 31.01.2017.
- 10) MCGM/CE/7730/WS/AK 4th FCC issued Dated.03.03.2017
- 11)MII/EE/(B.P)/GM/MHADA-106/080/2018 4th Amended Dt.31.08.2018.
- 12)5th F.C.C issue U/no.MIVMIIADA/106/080/2018 On Dated 15.11.2018.
- 13) 6th F.C.C issue U/no.MH/MHADA/106/080/2019 On Dated 21.02.2019.
- 14) MIL/EE/(B,P)/GM/MHADA-106/080/2019 5th Amended Dt.19.09.2019
- 15) Full.C.C issue U/no.MH/MIIADA/106/080/2020 On Dated 06.01.2020.

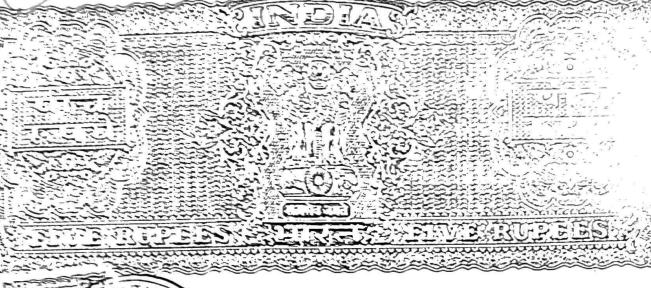
गृहनिर्माण भवन, कलानगर, बांद्रे (पूर्व), मुंबई - ४०० ०५९ इरहवनी । ६६४०५०००

Griha Nirman Bhavan, Kalariagar, Bandra (East), Mumbai Phone: 66405000

Fax No.: 022-26592058

Website; www.mhada.maharashira.gov.





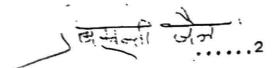
सहदुख्यम निश्वक कार्यालय 7 JUN होता (पूर्व) परवानाधारक 2 कि.स. 10. (239.19.) कि.म. हिना कार्यालय है कि.स. होता है कि.स. है कि.स. होता है कि.स. है कि.

<u>AFFIDAVIT</u>

I, MRS. BASANTIBEN NATHULAL JAIN, aged 42 years, Occupation: Business, Indian Inhabitant, at present residing at Tenement No. 34/580, Azad Nagar Arunodaya Co-op. Housing Society Ltd., 2nd floor, Veera Desai Road, Andheri (W), Bombay-53, do hereby state and declare on solemn affirmation as under:

That Tenement No. 34/580, Azád Nagar
Arunodaya Co-op. H.S. Ltd., 2nd floor, Veera Desai
Road, Andheri (W), Bombay 400 053, stands in the
name of MR. MADHUKAR RAJARAM DALVI and I desire
to occupy the said tenement along with my family.

That the Original allottee has applied to the B.H. & A.D. Board for transfer of tenancy of



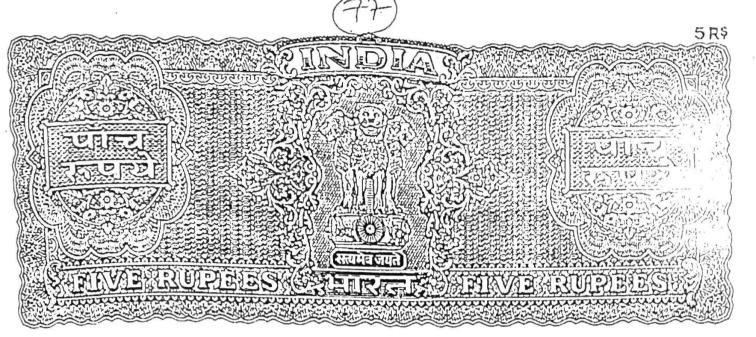
the said tenement in my favour under regulation
25 in the Maharashtra Housing and Area Development
(Estate Management, Sale, Transfer and Exchange of
Tenements) Regulations 1981. That the Original
allottee desire to relinquish, surrender all his
rights, title, share, interest of whatsoever nature
in the above said tenement in my favour. I under
take that I will pay any dues against the said
tenement on demand by the Board.



That I further undertake to abide by the provisions of Maharashtra Housing and Area Development Act, 1976 and rules and regulations made there under as amended from time to time.

That I further say that I or my spouse or minor children do not possess or own any residential accommodation or residential premises or plot of land or a membership in any Co-operative Housing Society for residential accommodation within the Jurisdiction of Municipal Corporation of Greater Bombay.

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- 3 **-**

I am making this affidavit to produce the same before B.H. & A.D. Board with a request to grant necessary permission to transfer the above said tenement in my name.

Whatever I have stated hereinabove is true

and correct.

Solemnly affirmed at Bombay this 2200 day of June 1995.

न्सनी जैन

7 JUN 1995

Deponent.

Identified & Explained by me;

Advocate, High Court.

T. G. GHOGLE



pedal Matropolium Magistrass







र्मी श्रीमती का स्नाराद्या न स्वति । प्राप्त भागा अर्ज वितरीत केला

अर्ज वितरीत केल्यापासून त्यातील सर्व बाबीच्या पूर्ततेसह सादर करण्याची कालमर्यादा अर्जदारांकरिता १५ दिवसाची आहे वरिष्ठ सहाय्यकाची सही व तारील किंमत ह. २५/- मिळकत व्यवस्थापक (मुं. गृ. नि. थ क्षे. बि. मंच्छ मुंबई

प्रशासिकय कालमयदाः - ९० दिवस

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* (१) मी खालील सही करणार श्रे / श्रीमती / कुम्रिरी वाराती की न ने प्राथित जारा
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 (२) मी खालील सही करणार / करणारे (अधिकृत गाळेधारक / कायदेशीर वारसदार)
क्षे/श्रीमतो / कुमार्स वारागिगा गुम्ला जान
सध्या राहणार इमारत क्र. हे गाळा क्र. ५ ६० नगर किर्नुनिय-कार्गर
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तवासणी अधिकाऱ्याचा शेरा :--

पोर ठौफ आरे व्यथसायाकरितां एका भागात भनधिकृत स्यक्ती इतर नियमांच भारेकस उपयोग पोट मारेडह उन्लंघन

या विषयी विशेष स्पष्टीकरण करावे.

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To: SANISMI Bosontiben M. T. No. 34/580 Azad Magar Bomboy: 53

> Sub : Regularisation/Transfer of tenancy rights in respect of tenement No.

341580, Azad Nage Ref : Your letter dt. 9-10-97

Sir/Madam,

regularise transfer of tenement No. 34 520 et 122 et 12 et 1 so for as the area of the original tenement is concerned with effect from 18-10-98 ____subject to the following payment and terms and conditions:subject to the following payments

porlod ending from July 78

to Salot 9

(Name of Shri M. R. Delvi, 5. 254-00

(The rent/Instalment paid ofter will be deducted subject to produce rent receipts with statement)

hentelns talment monthly charges for the month of octaber 2 n your HOVERS MEHR.

Towards tenancy deposit.

Towards regularisation/Premium/ transfer fecs.

... Balance purchase price as on,

_ Transfer of tenancy fee.

Deposit.

38200

You are therefor requested to pay s. within 10 days from the date of receipt of this letter between 10.30 s.m. to 1.00 P.M. on any working day and also sign the tenancy agreement in respect of this tehement.

- 3. Please note that If you fall so make the payment and to comply rights will be withdrawn and action will be taken against you as per the rules of M. H. & A. U. Authority, Bombay
- Please note that only the original build up area of the tenement has been considered for regularisation and you will have to demolish the unauthorised work carried out by you outsside the tenement your risk and cost as per undertaking given by you .
- You will have to accept the terms and conditions of the offer and further undertake to abide by the provisions of the M.H.& A.D.Act. 1978, as emended from time to time and the M.H.& A.D.(Estate Maneger; Selo, Transfer and Exchange of tenements) Regulations 1961.
- The tenement is question shall be used and occupied exclusively for the purpose of residence by you and the bonafide members of your family and them you shall paid the rent in the first week of each month regularly in-future.....
- You will have to become members of your Housing society immediately or as and when formed and produced the No objection certificate from the Co-operative Housing Society.

.P.I ease make prayment of Regularisation premium by the Demand-Draft only....

The Tenancy Deposit 3. on production of the original receipt with consent rent accounts, letter or original tenant in that case you shall not have being difference of deposition to pay fresh

falthfully,

Estate Manager 211 b.H.& A.D. W. bomb ay

J&P/2.9.94

TR No 1463303 4 RS.3821 1463304

1618

No.CB/Allot/

Office of the Estate Manager - (II) Bembay Housing & Area Dev. Board, Grina Winnan Bhavan, Bandra (East)

To,

Sassarti Ben Methyllat Fring Kis

580 in Arab Nyar is hereby allotted to accupy terement No.

W. E. f. 1-10-9

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-2/28 State

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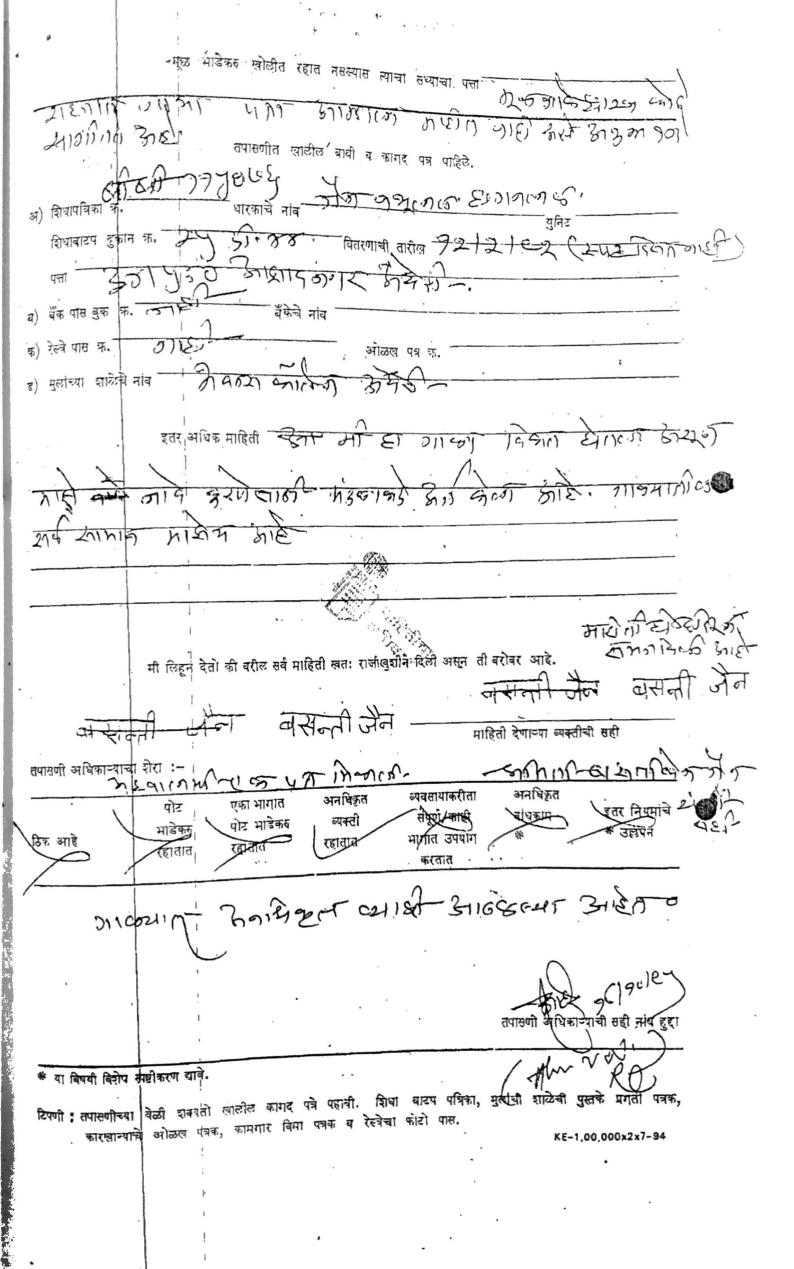
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willice of The Dy. Inspector General of Registration

And Dy. Con:roller of Stamps Bombay

Certified that under Section 41 of the Bombay Stamp Act 1988, that the proper Stamp duty Rupees (050/... As one thousand Fiftyen and penalty Rupees 1101/00/-As one hundred any -. have been paid to respect of the instrument. Challan No. 23, 22 No 15/9/01

DA 15/9/01

Collec Tribles to the provisions of Secton 03 A



THIS DEED OF SALE made Bombay this _ of oetober 2001 (OA Thousand nine-hundred and ninety between the Maharashtra Housing and Area Development Authority, a

statutory corporation constituted under the Maharashtra Housing and TO BE "the said Ast" Long (MAHXXVIII of 1977) hereinafter referred Nagar, Bandra (E), Bombay-51, the Vendor (hereinafter referred to as "the Authority" which expression shall unless the context requires otherwise include its successors and assigns) of the One Part :

AND

Azad Nagar 'Arunodaya Co-operative Housing Society Ltd., a Society duly registered under the Maharashtra Co-op. Societies Act, 1960 (MAH.XXIV of 1961) and bearing registration NO.BOWHSG/ (OH) ____ dtd 19.7.84 and having its registered office _____in Building No. 34, Azad Nagar, at Tenement No. ____ Bombay Mumbai-400053he purchaser (hereinafter Andheri referred to as "the Society" which expession shall unless the context धरवा छ । चरणीस - प्राप्त

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requires otherwise include its successors and permitted assigns) of the Other Part :

WHEREAS theAuthority being duly constituted with effect from the 5th December, 1977 under Government Notification in the Public Works and Housing Development No ARD-1077 (1) Desk-44, dtd the 5th December, 1977, the Maharashtra Housing Board a corporation established under the Bombay Housing Board Act, LXLX of 1948) (hereinafter referred to as "the Board") stood dissolved by experation of section 15 of the said ACT.

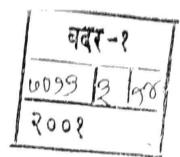
AND WHEREAS under clauses (a) and (b) of section 189 of the said Act all the property rights liabilities and obligations of the said dissolved Board including those arising under any ageement or contract have become the property rights liabilities and obligations of the Authority:

AND WHEREAS the Government of India had formulated Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as the Subsidised Industrial Housing Scheme:

AND WHEREAS the Board had in pursuance of the said Government of India Scheme built the building bearing No. 34 at Survey No. 133(Pt) and C.T.S. No. 837/Pt at _ __Nagar__Andheri__Bombay__400_053 **bear**A (hereinafter referred to as "the said building") and more particularly describe inSchedule I hereunder written for housing industrial workers as provided in that scheme:

AND WHEREAS the tenements in the said building were allotted to individual allottees specified in Schedule II hereunder written on rental basis :

धरका मा भिरणीम विका



AND WHEREAS persistent demand were made by the occupant industrial workers that the tenements constructed for them under the Subsidised Industrial Housing Scheme of the Government of India by the various housing authorities should be sold to them:

AND WHEREAS the conference of the Housing Ministers of all the States held at Calcutta in December 1975 had recommended to the Government of India to consider the transfer of these tenements to the occupants on ownersip basis by giving them opportunity to pay for these tenements in suitable instalments as it was found that it was practically impossible to dispossess superannuated workers or income limit prescribed the crossed workers who have consequently have become ineligible for retention of the tenements in the occupation:

AND WHEREAS the Government of India after considering the problem have permitted the State Government to transfer such penements on certain conditions laid down by the Government of an in this behalf:

AND WHEREAS on the basis of the guidelines laid down by Government of India the Government of Maharashtra have inter-alia directed that the buildings built by the Housing Board and the other agencies under certain schemes should be offered for sale in "as is and where is condition" to the authorised and unauthorised occupants whose occupation is regularised on their paying the penalty amounting to fifty percent of the cost of the tenements in lump sum residential purpose on the basis of hire purchase after the occupants of such tenements have formed a Co-operative Housing Society:

AND WHEREAS the said allottees have formed themselves into a Co-operative Housing Society called the A.N.Arunoday Cooperative Housing Society Ltd., the said Society being the other part of these presents:

1 अरवा यु. विरक्षीय स्थित

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AND WHEREAS the Authority as successor of the Board is the owner of and/or otherwise well and sufficiently entitled to the said building and the said building is the absolute property of the Authority:

AND WHEREAS the Authority has at the request of the Society decided to convey the said building more particularly described in Schedule I hereunder written by way of sale and to grant the land underneath and appurtenant thereto by way of lease to the society Subject to the terms conditions and convenants hereinafter appearing and contained.

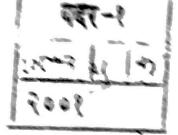
AND WHEREAS in pursuance of such a decision the land underneath and appurtenant to the said building is being granted by the Authority to the Society on a lease for a period of ninety nine years by a separate lease deed of even date between the Authority and the Society:

AND WHEREAS the said building is intended to be sold to the society at the price of Rs. 2,09,024/-(Rupees Two Lakh Nine Thousand Twenty Four only) only) exclusive of the rebates given by the Government of India. Government of Maharashtra and the Authority from time to time and the said amount of Rs. $\frac{2,09,024}{-}$ ____ (Rupees ___Two Lakh Nine Thousand Twenty Four Only) only) being the sale price of the said building has been received by the Authority in full from time to time from the allottees and/or the Society (the receipt of which the Authority doth hereby admit and acknowledge):

AND WHEREAS it is expedient to convey the right title and interest of the Authority in the said building to the Society and the Authority hereby agrees to convey and the Society hereby agrees to accept such conveyance by way of sale the right title and interest of

अपना भुः। भीरणीय निष्ण

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the Authority in the said building on terms conditions and convenents as are contained hereinafter :

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

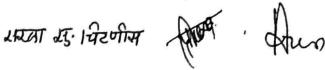
 In consideration of the payment of Rs. 2,09,024/~ (Rupees Two Lakh Kime Thousand Twenty Four Unly) (auclusive of the rebates given by the Government of India the Devernment of Maharashta and the Authority from time to time) paid by the allotteess and/or the Society to the Authority on or pelione the execution of these presents (the receipt of which sum of s_2,09,024/- (Rupess Two Lakh Nine Thousand Twenty DUX only) the Authority doth hereby admit and acknowledge) being the full consideration amount payable to the Authorby the autihority as the absolute owner hereby conveys grants and assures unto the Society by way of sale all the property consisting of a building bearing No. 34 standing on the piece or parcel of land at S.No. 133(Ft) and C.T.S. no. 837(Ft) at Azad Magar . Amitheri and more particularly described in the first Schedule hereto and for clarity delineated on the plan hereto annexed and thereon shown by yellow colour together with all its appurtenance such appurtenances not being land and all the estate rights title interest use inheritence property possession benefit claim and demand of the Authority into out of and upon the same as against any other person whatsoever TO HAVE AND TO HOLD the said building as owner subject however to the terms conditions and covenants hereinafter appearing.

2. The said building till the time of execution of these presents has been in possession of the said Society and the Authority hereby covenants that the Society shall from the time of execution of these presents continue to be in possesion of the said building and hold

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and enjoy the same as owner thereof without any interruption or disturbance by the Authority or any person claiming through or under the Authority subject however to the term conditions and covenants incorporated in these presents

- The Authority hereby covenants with the Society that the said building hereby sold is free from all encumbrances whatsoever except as stated herein and the Authority is entitled to sell and convey the same to the Society in the manner aforesaid.
- The Authority hereby agrees to do and execute and cause to be done and executed all such further and other acts deeds thin conveyances and assurances for better and more perfectly conv and transferring the said building and every part thereof un Society as may be reasonably required by the Society.
- The society hereby expressly agrees that the land undern and appurtenant to the said building is and continues to be the propety of the Authority and that the Society has no right title or interest in the said land except the rights reserved under separate lease in respect of such land to be executed between the Authority and the Society simultaneously with these presents.
- The Society shall bear pay and discharge all existing and 6. rates taxes assessment duties impositions and outgoings future whatsoever assessed impossed and charged upon the said building provided that all such taxes rates assessment duties impositions and outgoing shall till the date of conveyance of the said building be borne by the Authority. If there remain any arrears to this effect and any claims are made in respect thereof on the Society by the Government Local Authority or any other authority under any for the time being in force in the State of Maharashtra the Society shall be entitled to call upon the Authority to pay all such arrrears and the Authority agrees that it shall pay the same after due verification.



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The Society shall pay to the Authority such proportion to be 7. fixed by the Authority of all expenses as may be determined by the Authority payable from time to time in respect of constructing reparing re-building and cleaning all party walls party fences party hedges sewers drains gates roads paths pavements and other things the use of which is common to the premises hereby sold and to the adjoining premises and also a proportion in respect of charges for water supply and electric supply where separate meters in respect of such service have not been fitted to the premises hereby sold. The society shall pay towards such proportion of such expenses in account a sum of advance and on Rs. 4512/-

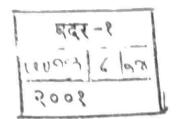
(Rupees Four Thousand Five Hundre Twelve Only) (tentative) at every quarter of the year the first of such payment being made on the and the subsequent payment to be made on the first day of the first month of the quarter falling subsequent to the first payment provided such expenses are incurred in future with the full knowledge and consent of the Society. If the 4512/said sum of Rs. (Rupees

Thousand Five Hundred Twelve Only.

only) to be paid by the Society towards expenses aforesaid shall remain unpaid for one month after becoming payable (whether demanded or not) the Society shall pay such unpaid amount or part thereof together with interest thereon at $16\frac{1}{2}\%$ per annum remaining from the date when the sum becomes payable till the payment is made by the Society. Any advance or otherwise to be paid by the Society to this effect shall become payable by the Society subject to the conditions aforesaid. The Authority shall adjust such sums from time to time and render accounts thereof to the society within a reasonable time. The Society hereby agrees to join the federation of the Co-operative Housing Societies owning buildings in the above scheme which shall take over the management and maintenance of the common services aforesaidh

It is hereby agreed and declared that all moneys sums 8. other charges payable under these presents

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deemed to be arrears of rent payable in respect of the said building and shall be recoverable from the Society in the same manner as arrears of land revenue as provided in section 180 of the said Act as amended from time to time provided always that this clause shall not affect other rights powers and remedies of the Authority in this behalf.

- 9. It is hereby further agreed and declared that the Society shall not by virtue of this sale deed acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Authority for constructing buildings or for any other purposes whatsoever and that any enjoyment of light or air by the Society or its successors in title from or over the adjoining land the Authority shall be deemed to be had with the consent of the Authority.
- 10. All the costs including the stamp duty and registration charge of this deed of sale shall be borne by the Society.
- 11. The Authority is exempted from payment of income tax under sub-section (20-A) of section 10 of the Income Tax Act, 1961 read with section 4 of the Finance Act, 1970.

IN WITNESS WHEREOF the signature of Shri A. R. Shinde Dy Chief Officer/Em. II. of Bombay Housing and Area Development D
of Bombay Housing and Area Development Board, Bombay for and
of the Authority has been set hereunder and the the
the Authority has also been affixed and attested by the Officer of
the Authority and the signature of Shri H.D.Tailor
S.Chitnie Secretary and Shri Pramod B.Parab.
the Society for and on behalf of the Society under the
the Society given to them to execute these presents for and on
behalf of the Society vide Society's General Body's Resolution

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passed in its meeting held on 26.1.2001 and the seal of the Society has been affixed hereunto on the day and the year first hereinabove written.

SCHEDULE - I

SCHEDULE OF PROPERTY ABOVE REFERRED TO : .

Structure situated on the land bearing survey No. 133(Pt) C.T.S.

No. 837 (Pt) at Azad Nagar Andheri(W.).

Bombay 400 053 in the registration Sub-District of Bandra alombay Suburban District and bounded as follows:

That is to say :-

On or towards the North by : 40'-0" Wide Road,

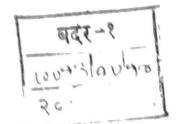
On or towards the South by : M.H.B.Boundary

On or towards the East by : Bldg .No .35 .

On or towards the West by : Bldg .No .33 .

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SCHEDULE II

LIST OF BONAFIDE ALLOTTEES OF AZAR NAGAR Arunoday CO-OPERATIVES HOUSING SOCIETY LTD.

Sic No.	Tenement No.	Name of Tenant	Carpet area of each Tenement	Sale Price of each Tenement //
1.	2.	3.	4.	5.
1.	561	Smt.S.S.Chitanis	20.22 Sq.Mtr.	6532/-
2.	562	Shri R.S.BandeWar	-"-	6532/-
3.	563	Smt.P.C.Lad	-"-	6532/-
4.	564	Shri A.V.Basole	_"-	6532/-
5.	565	Shri J.J. Taveri	_"-	6532/~
6.	566	Smt. B.S.Panchal	-"-	6532/-
7.	567	Shri P.B.Parab	-"-	6532/-
8.	568	Shri B.M.Chavan	- "-	6532/
9.	569	Shri B.N.Save	_"-	6532/
10.	570	Shri S.V.Shirodkar	-"-	6532/
11.	571	Shri K.R.Karia	- " -	5532/-
12.	572	Shri Valleppa Reddy	-"-	6532/-
13.	573	Shri V.S.More	-"-	6532/-
14.		Smt.K.K.Chhdda	-"-	6532/-
15.	577.5 ·	Smt. S.S.Bhatt	_ "_	6532/-
16.	576	Snt. S.P.Ankolekar	-"-	6532/-
17.	577	Smt.S.R.Rane	-"-	6532/-
18.	578	Shri C.S.Ramkrishna		6532/-
19.	579	Shri H.P.Chavan.	_"_	6532/-
20.	580	Smt .B .N .Jain	_"_	6532/-
21.	581	Shri S.S.Shrigarpur		
22.	582	Shri K.V.Pujari	_"_	6532/-
23.	583	Smt.P.A.Fernandes	-"-	6532/-
24.	584	Shri I.Napolian	_"_	6532/-
25.	585	Smt.S.S.Nayak		6532/-
26.	586	Smt.Laxmi B: Bathula	-"-	6532/-
27.	587	Shri N.D. RatterGala	a- "-	6532/-
28.	588	" H.D.Tailor		6532/-
29.	589	" K.K.Balchandran	-"-	6532/-
30.	590	R.B.KaYande	-"-	6532/ - 6532/ -
31.	591 502	" S.G.Gawandi	_	6532/-
32.	592	" S.N.Gala.	_"_	6532/-

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Rs. 2,09,024/-

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SIGNED SEALED AND DELIVERED by R. Shinde Officer, Bombay 97 Chief Housing and Area Development Board Bombay in the presence of Shri Sm+ V. Bombay Housing and Area Development Board Bombay. The Common Seal of the Maharashtra Development Housing the presence of affixed in 5.5. (Thosalkue EState MUNICIPL Bombay Housing and Area Development Board who has signed in taken threreof in presence of Shri Smt. V. A. Naik, SIGNED SEALED AND DELIVERED BY 1. Shri H.D.Tailor Chairman Smt.Sarla S.Chitnis Secretary 3. Shri Pramod B. Parah Member the Managing Committee of the Society who have hereunto affixed their signatures in the presence of Shri _ S.V. Shirod Kar a member of the Society Azadnagar The Common Seal of the Arynoday Co-operative Housing Society Limited is affixed in the presence of Shri ___ who has signed in token thereof in the presence of

Shri I. Napolian

a member of the Society

(A.R. Shinde) Dy Chief Officer, (EMI) **Bombay Housing** and Area Dev. Board SMT. S. S. GHOSALKAR Estate Manager (Conveyance) M.H. & A.D. Board, Mumbal Bombay Housing and Area Development Board, Bombay (Chairman) थरमा यः भिरणीरः (Socrolary) (Member) Reg No. BONIL W HISK

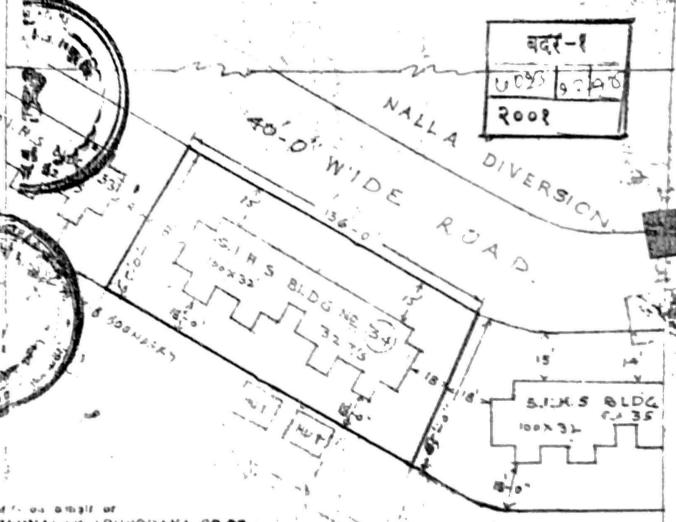
A E HO ANOHERI PLAN NO BE

ANDHERI (WEST) 5 NR 133 SHOWING MITHE BOUNDRY OF BLDG Nº 34

(32 TS OUT OF 312 TS UNDER SI.H.S)

NOTE

- THE LAND UNDERNEATH AND APPURTAMENT TO THE BLOG Nº 34
- 15 294 100 SET. IE BZH 2- 3 SMTR SHOWN BOUNDED RED
- 2) CARPET ARLA PER TENEMENT = 217-75 SET 123 22 SVI
- 3) PLINTH AREA PER TENEMENT E. 3 25-88 SECTIONS



ZADNAGAR ARUNODAYA CO-OP. HOUSING SOCIETY LTD.

continut / Socretary

CONTRACT CONTRACT

BY CHIEF OFFICER

CHIEF ENGINEER

3. H.A D B BOMBAY

LY CH EF ENG NEER

DH A D.B (WAS " GOMBAY

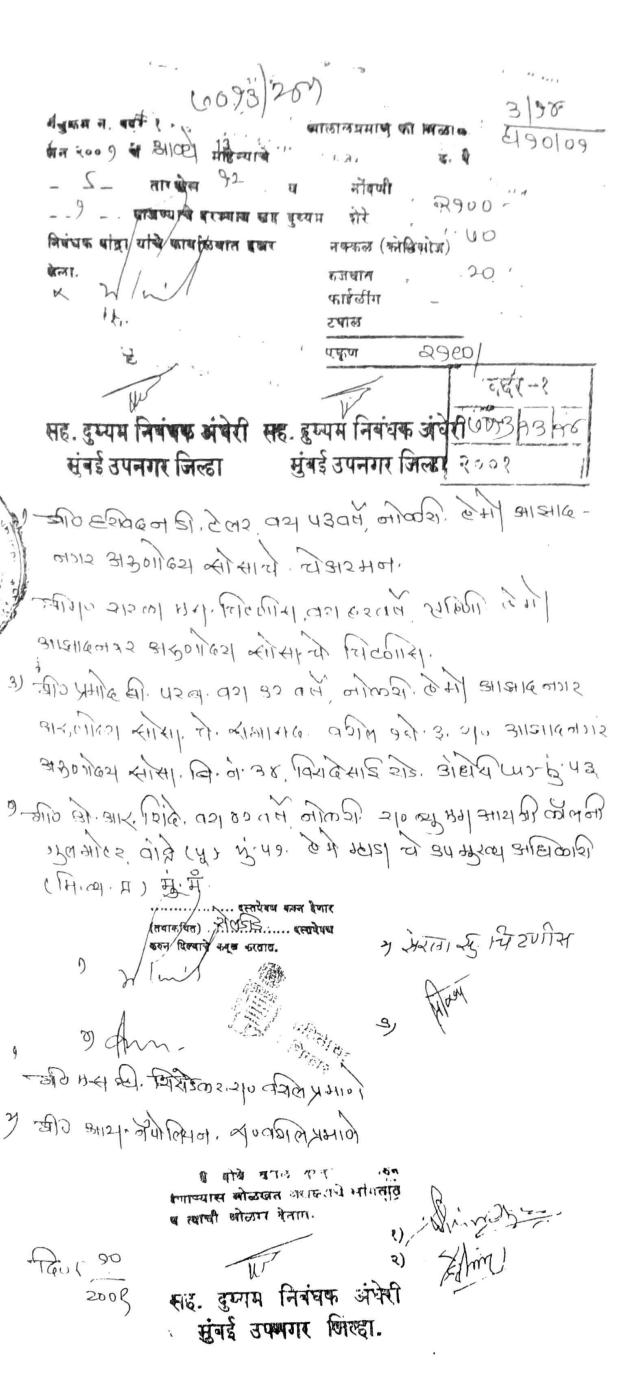
EXECUTIVE ENGINEER.

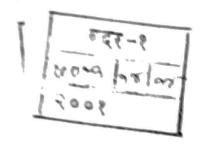
HOUSING POISAR DOWN.

DEPLITY ENGINEER.

HG POISAR BUS DYNN'E

Kernery Minist







उत्तक क्रमोक र क्रमोक वर <u>440.988</u> नावना कुश्व (४)

सदः रुप्पः निवंशक अंधिरी प्रवर उपनगर जिल्हान

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